AGENDA
Regular Scheduled Meeting
CITY OF GRIFFIN BOARD OF COMMISSIONERS
June 13, 2023
W. ELMER GEORGE MUNICIPAL HALL
6:00 PM

Present:

Call to order by Mayor Hollberg

Pledge of Allegiance

Invocation

Approval of Agenda

PRESENTATIONS AND DELEGATIONS

1. Recognize Angie Burnham, Administrative Coordinator with the Griffin Police Department as the May 2023 Strongest Link in the Chain award recipient. *HR Director, Stephanie Woods will address.*

2. Presentation of proclamation for Solid Waste Week 2023.

3. Presentation of proclamation for Juneteenth 2023.

4. Presentation of proclamation for Pride Month 2023

5. Review financial reports for April 2023. *Finance Director, Deborah Manning-Gilbert, will address.*

CITIZEN COMMENTS

At this time, the Mayor opens the floor to comments from the audience. Comments should relate to a specific agenda item, not listed on the agenda for a Public Hearing, or to a concern within the jurisdiction of the City. Commission meetings serve the purpose of conducting city business and are not a forum for the unlimited expression of opinion. The Mayor reserves the right to limit comments to matters germane to city business and may refer speakers to the City Manager or other staff for resolution.

PUBLIC HEARINGS

Public Hearings are conducted to allow public comment on specific advertised issues such as rezoning, ordinances, policy development, operating budgets and other legislative actions to be considered by the City Commission.

6. Receive comments regarding a request to amend the Unified Development Code of the City of Griffin, Article 2, Section 202, Definitions, and Article 4, Procedures, in order to incorporate minimum zoning procedures required of the Zoning Procedures Law as set forth in HB 916 and HB 1405 (2022 General Session) and to otherwise amend the zoning policies and procedures and standards of the exercise. *Staff Attorney, Kelsey Carden and Director of Planning & Development, Chad Jacobs will address.*

7. Receive comments regarding the proposed budget for fiscal year beginning July 1, 2023 and ending June 30, 2024. *City Manager Jessica O'Connor will address.*

   FY24 Budget Document

CONSENT AGENDA

8. Consider a blanket PO in the amount of $51,000.00 to Gresco Utility Inc. for the purchase of electric

materials. *Electric Director, Jennifer Freeman will address.*

9. Consider the purchase of thirty 25KV pole mount transformers in the amount of $32,520 and fifteen 15KV pole mount transformers in the amount of $13,770 for a total of $46,290 thru ECG's Joint Purchasing Contract, declaring Stuart C. Irby Co. low bidder. *Electric Director, Jennifer Freeman, will address.*

10. Consider a vendor agreement with Nixon Staffing and Recruiting Agency, LLC to provide the services of its employees as requested by the City. *Human Resources Director, Stephanie Woods, will address.*

11. Consider a vendor agreement with Personnel Options, Inc. to provide the services of its employees as requested by the City. *Human Resources Director, Stephanie Woods, will address.*

12. Consider Amendment #1 to the Pharmacy Agreement between the City of Griffin and Veracity Benefits, LLC, which will continue to provide pharmacy services to covered employees on the City of Griffin's Health Plan effective for the plan year beginning July 1, 2023. *Human Resources Director, Stephanie Woods will address.*

13. Consider Administrative Services Agreement Amendment with Meritain Health, Inc. for the processing of healthcare claims incurred during the term for covered employees on the City of Griffin's Health Plan effective July 1, 2023 - June 30, 2024. *Human Resources Director, Stephanie Woods, will address.*

14. Consider an agreement for Instrumentation and Controls support for FY24 from MR Systems, Sole Source, in the amount of $3,288.00. *Director of Water and Wastewater, Brandon Lewis, will address.*

15. Consider renewal of agreement for services for water storage tank maintenance for FY24 from American Tank Maintenance in the amount of $118,291.04. *Director of Water and Wastewater, Brandon Lewis, will address.*

16. Consider services for water distribution system valve and hydrant testing and maintenance from Wachs Water Services, Sole Source, in the amount of $58,809.00. *Director of Water and Wastewater, Brandon Lewis, will address.*

17. Consider Memorandum of Understanding with the Judicial Council's Administrative Office of the Courts of Georgia for the Griffin Municipal Court's participation in the Georgia Tax Refund Intercept Program. *Clerk of Municipal Court, Melissa Brock, will address.*

REGULAR AGENDA

The Regular Agenda includes items on which the Commission will individually consider and possibly take action.

18. Consider amending the Unified Development Code of the City of Griffin, Article 2, Section 202, Definitions, and Article 4, Procedures, in order to incorporate minimum zoning procedures required of the Zoning Procedures Law as set forth in HB 916 and HB 1405 (2022 General Session) and to otherwise amend the zoning policies and procedures and standards of the exercise. *Staff Attorney, Kelsey Carden and Director of Planning & Development, Chad Jacobs will address.*

19. Consider resolution adopting the annual Fiscal Year 2023 - 2024 Operating and Capital Budget appropriating expenditures and forecasted revenues for specified purposes, functions and activities, by fund for the budget period and Capital Improvement Program (CIP). *City Manager Jessica O'Connor will address.*

20. Consider the minutes of the City of Griffin Board of Commissioners' Workshop Meeting on May 23, 2023.

21. Consider the minutes of the City of Griffin Board of Commissioners' Regular Meeting on May 23, 2023.

22. Consider the minutes of the City of Griffin Board of Commissioners' Called Meeting on June 6, 2023.

23. Consider a resolution making an appointment to the office of Municipal Court Solicitor as well as approving compensation for said position. *Municipal Court Clerk, Melissa Brock, will address.*

24. Consider a contract with Premier Elevator, most responsive bidder, for modernization of the two elevators located in the Solomon Street elevator bank in the amount of $562,370.00, and amend the budget accordingly. *Public Works Director, Mariza Eller, will address.*

25. Consider contract with Waveko, single source, in the amount of $75,211.00 to re-glaze the windows at One Griffin Center. *Public Works Director, Mariza Eller, will address.*

26. Consider an agreement with the Georgia Council for the Arts Vibrant Communities Grant in the amount of $8,500.00. *Economic Development Coordinator, Heather Robinson, will address.*

27. Consider renewal of the Intergovernmental Agreement between the City of Griffin and the Griffin-Spalding County Airport Authority for administrative services provided by the City to the Airport Authority and consider renewal of the Lease for Personnel Services between the City of Griffin and the Griffin-Spalding County Airport Authority. *Airport Director, Robert Mohl will address.*

28. Consider renewal of an intergovernmental agreement for joint funding among the Griffin-Spalding County Airport Authority, The City of Griffin and Spalding County, in support of the Griffin-Spalding County Airport. *Airport Director Robert Mohl will address.*

29. Consider an amendment for Airport Infrastructure Program Grant Agreement (AIP-34) Supplemental Agreement #1 for contract time extension for the Griffin-Spalding County Airport (6A2). *Airport Director, Robert Mohl, will address.*

30. Consider contract with U-TEC Construction, Inc., best respondent, for work to be conducted on an as-needed, on-call basis in order to supplement the City's labor force during storms, natural disasters, or other high workload situations for which regular staff and mutual aid resources have been exhausted. *Electric Director, Jennifer Freeman will address.*

31. Consider the purchase of new office furniture for the Electric Department building addition in the amount of $55,293.50 from Jasper Seating Company, Inc., State Contract, and amend the budget accordingly. *Electric Director, Jennifer Freeman, will address.*

32. Consider contract with Four Seasons Cable Construction, sole respondent, to repair fiber optic cables damaged during the tornado event on January 12th, 2023 and for work to be conducted on an as-needed, on-call basis in order to supplement the City's labor force during storms, natural disasters, or other high workload situations for which regular staff and mutual aid resources have been exhausted. *Chief Technology Officer, Gibb Cotton will address.*

33. Consider the purchase of 300 96-gallon garbage carts and 200 65-gallon recycling carts in the amount of $28,754.00 from Toter which is a subsidiary of Wastequip Inc, through Sourcewell State purchasing contract, and amend the budget accordingly. *Solid Waste Director, Todd Ennis will address.*

34. Consider services for the repair of Raw Water Pump 2 at the Flint River Pump Station from Goforth Williamson, Sole Source, in the amount of $54,620.00. *Director of Water and Wastewater, Brandon Lewis, will address.*

35. Consider a Memorandum of Understanding between the Federal Bureau of Investigation ("FBI") and the City of Griffin for the City to obtain a position on the Safe Streets Task Force with the FBI and authorize the City Manager and/or Mayor to execute any corresponding documents related to same. *Captain Daniel Jett, Griffin Police Department, will address.*

36. Consider a Memorandum of Understanding between the Federal Bureau of Investigation ("FBI") and the City of Griffin for the City to obtain a position on the Safe Streets Task Force with the FBI and authorize the City Manager and/or Mayor to execute any corresponding documents related to same. *Captain Daniel Jett, Griffin Police Department, will address.*

37. Consider authorization for Mayor Hollberg and Commissioners Ward, Flowers, Murray, Tinsley and McCord to attend the MEAG Annual Meeting in Amelia Island, Florida July 10-12, 2023.

38. Consider cancellation of the City of Griffin Board of Commissioners' July 11, 2023 Regular meeting due to Commissioners' attendance at the MEAG Annual Meeting on July 10-12, 2023.

CITY MANAGER'S REPORT

The City Manager will update the Commission on pending items, upcoming workshops, meetings, conferences and other pertinent issues.

CITY ATTORNEY COMMENTS

CITY COMMISSIONER COMMENTS

Commissioners will provide updates regarding issues of interest from their respective districts and/or committee reports.

ADJOURN

The City of Griffin is committed to providing equal access to all of its programs, services and activities regardless of race, color, religion, marital status, gender, gender identity, genetic information, sexual orientation, national origin, age, physical or mental disability, past or present membership in the Uniformed Services, applicants to the Uniformed Services, any protected concerted activity or any other legally protected status. Any individual who needs an accommodation because of a disability should contact ***Stephanie Woods at (770) 233-2923 or hr@cityofgriffin.com*** *as far in advance of a meeting as possible.*

AGENDA ITEM SUMMARY

ITEM SUMMARY:

Recognize Angie Burnham, Administrative Coordinator with the Griffin Police Department as the May 2023 Strongest Link in the Chain award recipient. *HR Director, Stephanie Woods will address.*

SPECIAL CONSIDERATIONS OR CONCERNS:

The "Strongest Link in the Chain" award is given monthly to a deserving employee who has demonstrated excellent performance and productivity, loyalty, professional pride, and other noteworthy accomplishments. The award recognizes that all City employees link together to form a chain that provides the residents of the City with excellent service. That service is only as strong as its weakest link in the chain. Therefore, all employees should strive to be a "strong link" in the chain. Nominations are received from any City employee and are vetted by Department Directors who recommend the award recipient to the City Manager.

The recognized employee receives one day off with pay, a gift certificate to a local restaurant, a "Strongest Link in the Chain" plaque, and the symbolic "chain", which he or she will be the custodian of until a subsequent employee is recognized.

STAFF RECOMMENDATION:

N/A

FINANCIAL IMPACT:

N/A

Submitted By:
Stephanie Woods

Meeting Date:
13/06/2023

Reviewed By:
Jessica O'Connor

ATTACHMENTS:
nomination for Angie Burnham.docx

Strongest Link in the Chain (Individual) Nomination Form

Nominee Name: Angie Burnham Department: Police Department

Nominated by: Stephanie Woods
For May 2023

Reason for the Nomination

It was no surprise to see Angie Burnham volunteering her time on May 19th at the Community Block party introducing the new mural by the Police Dept. Her smile was there passing out snacks to those that attended. She was also moving about, doing whatever she needed to for a successful event. This is what she does. She is a regular volunteer for City events. I'm aware of at least 20 different events within the past 9 months alone.

As if that's not enough, on March 19, approximately 100 of our employees and their family members attended the Nascar race at Atlanta Motor Speedway for FREE. This was due to the generosity of the Speedway as a thank you to the employees of the City for all the hard work especially related to the storms aftermath in January. The Speedway actually offered 4 tickets per employee for EVERY SINGLE employee. How generous! This would not have happened had it not been for Angie Burnham. Angie has a great relationship with the folks at the Speedway as she's worked there on numerous occasions. This is just one example of how Angie is super at networking and always thinking about her co-workers here at the City.

She is an integral part of the Police Departments "Back the Blue" golf tournament (first time ever event in the fall that raised $19k!) and has been instrumental in the building of the relationship with Brightmoor Hospice and Nursing Center. She is also the reason the Police Department has formed a relationship with "Cadillac Jack" and 92.5 The Bear radio. This has helped to build a positive promotion for the Griffin Police Department.

Angie is a selfless worker and never asks for credit for her work. She's also an energetic volunteer and will likely be embarrassed we've even nominated her for her selfless volunteering that she does to benefit the community in which we serve.

She is a perfect example of what a "Strongest Link" should be both inside and outside of work!

AGENDA ITEM SUMMARY

ITEM SUMMARY:

Presentation of proclamation for Solid Waste Week 2023.

SPECIAL CONSIDERATIONS OR CONCERNS:

N/A

STAFF RECOMMENDATION:

N/A

FINANCIAL IMPACT:

N/A

Submitted By:
Susan Bartholomew

Meeting Date:
13/06/2023

Reviewed By:
Jessica O'Connor

ATTACHMENTS:
Solid Waste Week 2023.pdf

Proclamation

Griffin Solid Waste Week

WHEREAS, The City of Griffin is inspired to recognize the often thankless job of waste collectors and sanitation and recycling workers, and we recognize the annual observance of National Garbage Man Day begun on June 17, 2012; and

WHEREAS, The earliest known garbage regulation effort was the first landfill in Knossos, Crete where large holes for refuse were dug and garbage was dumped along with dirt at various levels in 3000 B.C.; and

WHEREAS, The men and women employed by the City for refuse collection and hauling make significant contributions to the safety, health and welfare of our citizens, often pioneering new ways to save our cities from vermin and disease; and

WHEREAS, With an area spanning 14.03 square miles, 181.8 miles of roads, and a population of 23,643, the City of Griffin depends on the rain-or-shine, cold-or-hot, windy-or-calm collection of waste and recyclables to promote a safe, clean and tidy community; and

WHEREAS, The proper collection, disposal and maintenance of waste, recyclables and compostables are vital to preventing disease and unsightly litter; and

WHEREAS, The Solid Waste industry employs thousands of people around the United States, and they are professionals with proper certifications, licenses, degrees and skills that provide the necessary services to the communities they serve.

NOW, THEREFORE BE IT RESOLVED,

That the City of Griffin Board of Commissioners values and celebrates our local Solid Waste industry workers for their commitment to our residents, businesses and communities and declares the week of June 17-23, 2023 to be

"Griffin Solid Waste Week"

and urges all citizens to pause and reflect on their contributions, for their commitment and dedication to keeping our community clean and safe for everyone. We encourage all to thank your sanitation men and women. Take part in your local recycling programs. Learn more about our Solid Waste initiatives, and adhere to sanitation guidelines for everyone's benefit. We do hereby declare that a copy of this Proclamation be spread upon the minutes of this Board, reflecting that I have hereunto caused the Seal of the City of Griffin to be affixed on this, the thirteenth day of June in the year of our Lord two thousand and twenty-three.

_____
Douglas S. Hollberg, Mayor

_____
Jessica W. O'Connor, City Manager

AGENDA ITEM SUMMARY

ITEM SUMMARY:

Presentation of proclamation for Juneteenth 2023.

SPECIAL CONSIDERATIONS OR CONCERNS:

N/A

STAFF RECOMMENDATION:

N/A

FINANCIAL IMPACT:

N/A

Submitted By:

Susan Bartholomew

Meeting Date:

13/06/2023

Reviewed By:

Jessica O'Connor

ATTACHMENTS:

Juneteenth 2023.pdf

Proclamation

Celebrating Juneteenth 2023

WHEREAS: On June 19th, 1865, two and a half years after President Lincoln issued the Emancipation Proclamation, Union soldiers, led by Major General Gordon Granger, landed at Galveston, Texas with the news that the Civil War had ended and that enslaved people were now free; and

WHEREAS: Major General Granger announced to the residents of Texas: "The people of Texas are informed that, in accordance with a proclamation from the Executive of the United States, all slaves are free. This involves an absolute equality of personal rights and rights of property."

WHEREAS: The first Juneteenth celebration was held in Texas in 1866. Since then, Juneteenth has been celebrated in communities across the United States, providing an opportunity to mark the emancipation of enslaved people; and

WHEREAS: On this day, in hundreds of communities across the country, people of all races, nationalities, and religions join hands to acknowledge the extremely painful history and lasting, systemic impact of slavery and racial injustice in the United States. Juneteenth is an opportunity to recommit ourselves to the goal of creating a more equal and just society, an effort that continues today.

NOW THEREFORE: We, the City of Griffin Board of Commissioners do hereby proclaim June 19th, 2023 to be,

"JUNETEENTH INDEPENDENCE DAY"

and urge all the citizens of the City of Griffin to take cognizance of this event and participate in its observance.

IN WITNESS THEREOF, I have hereunto set my hand and caused the Seal of the City of Griffin to be affixed this 13th day of June in the year of our Lord two thousand and twenty-three.

_____

Douglas S. Hollberg, Mayor

_____

Jessica W. O'Connor, City Manager

AGENDA ITEM SUMMARY

ITEM SUMMARY:

Presentation of proclamation for Pride Month 2023

SPECIAL CONSIDERATIONS OR CONCERNS:

N/A

STAFF RECOMMENDATION:

N/A

FINANCIAL IMPACT:

N/A

Submitted By:
Susan Bartholomew

Meeting Date:
13/06/2023

Reviewed By:
Jessica O'Connor

ATTACHMENTS:
Pride 2023.pdf

Proclamation

Pride Month 2023

WHEREAS, The uprising at the Stonewall Inn in June 1969 sparked a liberation movement and a call to action that continues to inspire us to live up to our Nation's promise of equality, liberty, and justice for all. Pride is a time to recall the trials the Lesbian, Gay, Bisexual, Transgender, and Queer (LGBTQ+) community has endured and to rejoice in the triumphs of trailblazing individuals who have bravely fought, and continue to fight, for full equality; and

WHEREAS, The LGBTQ+ community in America has achieved remarkable progress since Stonewall. June has become a nationally recognized moment to celebrate and honor the way LGBTQ+ Americans have overcome adversity and enriched our society. Members of the LGBTQ+ community now serve in nearly every level of public office: in city halls and State capitals, in Governors' mansions and in the halls of the Congress.

WHEREAS, For all of our progress, there are many States in which LGBTQ+ individuals still lack protections for fundamental rights and dignity in hospitals, schools, public accommodations, and other spaces. Our nation was founded on the principle of equal rights for all people, and the City of Griffin strives to be a community where everyone is celebrated for our differences, rather than being limited by what might divide us.

NOW, THEREFORE BE IT RESOLVED,

that the Board of Commissioners of the City of Griffin does hereby proclaim June 2023 to be ***Pride Month 2023*** in the City of Griffin and urges all citizens to support efforts to promote equality and affirmation of the LGBTQ+ Community and to recognize and celebrate the many ways in which the LGBTQ+ community has contributed to the history, culture and social fabric of this nation of this City.

IN WITNESS

WHEREOF, I have hereunto set my hand and caused the Seal of the City of Griffin to be affixed on this 13th day of June in the year of our Lord two thousand and twenty-three.

_____

Douglas S. Hollberg, Mayor

_____

Jessica W. O'Connor, City Manager

AGENDA ITEM SUMMARY

ITEM SUMMARY:

Review financial reports for April 2023. *Finance Director, Deborah Manning-Gilbert, will address.*

SPECIAL CONSIDERATIONS OR CONCERNS:

N/A

STAFF RECOMMENDATION:

N/A

FINANCIAL IMPACT:

N/A

Submitted By:

Deborah Gilbert

Meeting Date:

13/06/2023

Reviewed By:

Jessica O'Connor

ATTACHMENTS:

Cash Balance 230430.pdf

Interim Stmts by Fund FY23 230430.pdf

20230430 LOST SPLOST.pdf

20230430 TSPLOST.pdf

	6/30/2022	04/30/2023		
	ALL FUNDS	**OPERATING**	**RESTRICTED**	**RESERVED**
CASH AND CASH EQUIVALENTS				
Cash				
101-General Fund	$13,668,124.78	$12,785,364.56	$294,667.06	
210-Confiscated Assets Fund	107,583.21		142,067.04	
251-Multiple Grant Fund	131,548.38		131,597.22	
253-Neighborhood Stabilization Program	163,493.78		163,493.78	
255-Neighborhood Stabilization Program NSP3	151,868.23		151,868.23	
270-Tax Incentive Program (TIP)	21,101.53		21,101.53	
271-Tax Allocation District (TAD #1)	528,597.87		528,597.87	
272-Tax Allocation District (TAD #2)	1,970,712.79		1,970,712.79	
282-Court Technology Fund	145,068.42		172,963.38	
283-Police Donations Fund	8,479.48		8,479.48	
321-SPLOST Fund 2016	11,066,999.42		10,005,315.36	
335-T-SPLOST Fund 2022	705,526.75		3,904,477.20	
505-Water/Wastewater Utility Fund	4,099,014.42	5,054,615.88		
510-Electric Utility Fund	2,206,842.25	2,733,596.26	150,387.56	
540-Solid Waste Fund	829,930.04	86,811.53		648,911.60
550-Airport Fund	930,449.29	954,295.62	838.98	
560-Stormwater Utility Fund	892,087.96	818,144.91		
591-Golf Course Fund	901,856.99	1,117,243.87		
601-Internal Service Fund - Motor Pool Fund	1,557,556.14	1,540,277.13		
610-Internal Service Fund - Payroll	145,743.28		127,521.64	
745-Municipal Court Fund	244,950.20		427,927.04	
771-OPEB Fund	279,412.59		119,412.59	
791-Cemetery Trust Fund	1,074,495.80		1,074,495.80	
792-Mausoleum Trust Fund	315,501.25		315,501.25	
952-Main Street Fund	53,225.95		53,138.15	
953-Downtown Development Fund	161,119.26		142,704.42	
Total Cash	42,361,290.06	25,090,349.76	19,907,268.37	648,911.60
Investments				
101-General Fund	19,596,869.58	23,847,363.40		650,466.52
505-Water/Wastewater Utility Fund	4,578,657.16		5,733,712.84	
510-Electric Utility Fund	46,697,750.15	3,107,555.32	2,662,117.50	40,893,859.57
540-Solid Waste Fund	680,420.07	424,806.26	259,668.75	
591-Golf Course Fund	97,008.77	97,008.77		
771-OPEB Fund	2,459,749.00		2,459,749.00	
791-Cemetery Trust Fund	3,639,772.90		3,963,993.09	
792-Mausoleum Trust Fund	494,118.67		497,761.13	
793-Light Water Sewer (LWS) Emergency Trust Fund	1,037,328.70		1,048,540.39	
Total Investments	79,281,675.00	27,476,733.75	16,625,542.70	41,544,326.09
Total Cash and Investments	**$121,642,965.06**	**$52,567,083.51**	**$36,532,811.07**	**$42,193,237.69**

	FISCAL YEAR 2023			Variance with Amended Budget		PRIOR FYTD	
	Actual		Amended			4/30/2022	6/30/2022
	MTD	FYTD	Budget	$ Over / (Under)	%	Actual	Actual
OPERATING REVENUE							
TAXES							
Real property - current year	$30,799	$5,213,922	$4,966,488	$247,434	104.98%	$4,688,619	$4,710,775
Public utility	552	21,040	30,426	(9,386)	69.15%		
Real property - prior year	5,577	196,858	113,000	83,858	174.21%	158,010	164,743
Motor vehicle	1,973	25,064	30,426	(5,362)	82.38%	27,141	31,241
Intangible	5,218	39,930	72,807	(32,877)	54.84%	65,036	82,482
Railroad equipment			7,878	(7,878)		7,153	7,153
Property not on digest			5,433	(5,433)			
Real estate transfer (intangible)	2,057	12,734	20,000	(7,266)	63.67%	19,718	26,489
Total Taxes	46,176	5,509,548	5,246,458	(263,090)	105.01%	4,965,677	5,022,883
Motor vehicle title ad valorem tax fee	54,205	606,990	800,000	(193,010)	75.87%	591,045	701,070
Franchise taxes:							
Electric		82,718	56,000	26,718	147.71%	58,497	58,497
Gas		142,870	174,000	(31,130)	82.11%	141,268	188,533
Television cable		105,085	244,000	(138,915)	43.07%	111,447	223,693
Telephone		17,008	31,000	(13,992)	54.86%	15,741	31,395
Payment In Lieu of Tax GHA	15,585	15,585	20,000	(4,415)	77.93%	5,999	25,235
Video		9,893	30,000	(20,107)	32.98%	11,910	21,922
Other			5,700	(5,700)			
Total Franchise taxes	15,585	373,159	560,700	(187,541)	66.55%	344,862	549,275
Total Taxes and Franchise taxes	115,966	6,489,697	6,607,158	117,461	98.22%	5,901,584	6,273,228
Local option sales and use taxes	492,846	4,632,004	5,177,373	(545,369)	89.47%	4,335,305	5,247,495
Hotel/Motel		117,506	164,300	(46,794)	71.52%	99,007	128,498
Alcoholic beverage excise	53,205	484,355	718,000	(233,645)	67.46%	504,954	691,817
Total selective sales and use taxes	53,205	601,861	882,300	(280,439)	68.22%	603,961	820,315
Business taxes:							
Business and occupation taxes	3,978	439,270	465,000	(25,730)	94.47%	417,414	428,575
Insurance premium taxes		1,937,372	2,000,000	(62,628)	96.87%	1,923,982	1,923,982
Financial institutions taxes		118,907	110,000	8,907	108.10%	63,728	80,583
Total business taxes	3,978	2,495,549	2,575,000	(79,451)	96.91%	2,405,124	2,433,140
Penalties and interest on deliquent taxes							
Real	2,626	79,709	35,000	44,709	227.74%	34,502	40,088
Business	396	3,627	2,000	1,627	181.35%	294	609
Total penalties and interest on deliquent taxes	3,022	83,336	37,000	46,336	225.23%	34,796	40,697
TOTAL TAXES	**669,017**	**14,302,447**	**15,278,831**	**(976,384)**	**93.61%**	**13,280,770**	**14,814,875**
LICENSE AND PERMITS							
Business licenses:							
Alcoholic beverages:							
Beer	700	58,225	54,000	4,225	107.82%	56,105	56,855
Wine	700	57,225	52,000	5,225	110.05%	54,505	55,255
Liquor		115,450	111,000	4,450	104.01%	107,840	107,840
Total alcoholic beverage licenses	1,400	230,900	217,000	13,900	106.41%	218,450	219,950
General business licenses:							
Insurance	375	35,138	33,000	2,138	106.48%	33,150	34,275
Total general business licenses	375	35,138	33,000	2,138	106.48%	33,150	34,275
Total Business licenses	1,775	266,038	250,000	16,038	106.42%	251,600	254,225
Non-business licenses and permits:							
Building and signs:							
Zoning and land use permits	350	8,850	6,500	2,350	136.15%	8,160	12,610
House moving permit			500	(500)		400	400
Sign permits	1,305	11,875	9,300	2,575	127.69%	10,730	12,905
Other permits	450	1,550	2,000	(450)	77.50%	1,000	1,750

	FISCAL YEAR 2023			Variance with Amended Budget		PRIOR FYTD	
	Actual		Amended			4/30/2022	6/30/2022
	MTD	FYTD	Budget	$ Over / (Under)	%	Actual	Actual
Catering	50	2,925	1,600	1,325	182.81%	875	1,150
Total building and sign permits	2,155	25,200	19,900	5,300	126.63%	21,165	28,815
Regulatory fees (permits):							
Building structures and equipment permits:							
Protective	7,250	41,585	61,000	(19,415)	68.17%	44,865	56,565
Building	45,262	250,101	350,000	(99,899)	71.46%	167,441	298,666
Plumbing	2,757	18,991	14,000	4,991	135.65%	6,835	19,907
Electrical	5,387	38,325	25,000	13,325	153.30%	16,310	31,761
Gas		700	2,000	(1,300)	35.00%	1,904	2,054
Mechanical	2,577	16,916	13,500	3,416	125.30%	7,917	21,114
Total building structures and equipment permits	63,233	366,618	465,500	98,882	78.76%	245,272	430,067
Total non-business licenses and permits	65,388	391,818	485,400	(93,582)	80.72%	266,437	458,882
Penalties and interest on deliquent licenses and permits							
Interest on business licenses	179	1,132		1,132		131	215
Total penalties and interest on deliquent licenses and permits	179	1,132		1,132		131	215
TOTAL LICENSES AND PERMITS	**67,342**	**658,988**	**735,400**	**(76,412)**	**89.61%**	**518,168**	**713,322**
CHARGES FOR SERVICES							
General government:							
Fees - plan reviews	12,991	73,580	80,000	(6,420)	91.98%	37,883	94,419
Fees - demolition recovery		62,646	25,000	37,646	250.58%	20,974	20,984
Fees - zoning applications	300	5,205	5,000	205	104.10%	4,345	4,880
Fees - reimbursements		2,768	5,000	(2,232)	55.36%	875	24,441
Information technology fees	300	3,000		3,000		2,600	3,800
Indirect cost allocation	521,946	5,223,397	6,310,583	(1,087,186)	82.77%	4,968,932	5,962,719
IT equipment cost allocation	97,259	972,593	1,167,112	(194,519)	83.33%	533,200	639,840
Motor pool charges	89,054	890,966	1,031,705	(140,739)	86.36%	954,450	954,450
Publication Sales		340		340			
Business occupation tax admin fee	1,120	58,120	62,000	(3,880)	93.74%	52,640	55,280
Total general government	722,970	7,292,615	8,686,400	1,393,785	83.95%	6,575,899	7,760,813
Public safety - fire inspections	500	2,801	1,500	1,301	186.73%	654	4,504
Public safety - prisoner housing fees	5,487	87,962	72,000	15,962	122.17%	65,522	79,187
Streets and public improvements	28	107		107		571	679
Utilities / enterprise charges and fees							
Fees - Collection - Residential	240,349	2,323,125	3,087,000	(763,875)	75.26%	2,008,452	2,657,580
Fees - Collection - Commercial	103,095	960,562	1,081,500	(120,938)	88.82%	795,866	1,046,818
Fees - Transfer Station	131,012	1,337,955	1,680,000	(342,045)	79.64%	1,240,711	1,520,818
Fees - Special Handling	1,145	13,865	21,000	(7,135)	66.02%	12,360	15,985
Fees - Rolloff Containers	50,510	490,941	563,050	(72,109)	87.19%	387,760	471,965
Fees - Yard Waste Disposal	72,278	701,312	875,700	(174,388)	80.09%	611,184	809,155
Fees - Yard Waste Special Handling	(45)	(195)		(195)		(14)	(14)
Sale of Recycled Materials	9,950	49,695	15,000	34,695	331.30%	19,609	36,508
Permit Fees - Commercial Hauler	200	2,400	1,500	900	160.00%	1,655	2,955
Fees - Landfill Use	223,748	1,940,476	2,476,382	(535,906)	78.36%	1,771,777	2,091,035
Water Institutional	21,852	256,409	415,008	(158,599)	61.78%	288,269	339,254
Fees - Water Industrial	58,799	617,698	746,453	(128,755)	82.75%	546,068	707,396
Fees - Water Residential	345,410	3,593,221	4,354,751	(761,530)	82.51%	3,083,946	4,115,226
Fees - Water Commercial	127,660	1,080,179	1,132,461	(52,282)	95.38%	832,345	1,147,030
Pass-Thru Water Spalding County	(472,950)	(3,714,737)	(4,013,462)	298,725	92.56%	(3,623,456)	(5,879,514)
Fees - Fire Hydrant Water	1,646	46,962	42,500	4,462	110.50%	47,241	59,983

	FISCAL YEAR 2023			Variance with Amended Budget		PRIOR FYTD	
	Actual		Amended			4/30/2022	6/30/2022
	MTD	FYTD	Budget	$ Over / (Under)	%	Actual	Actual
Fees - Water Lock Cut	150	850	1,500	(650)	56.67%	1,065	1,615
Bulk Water - Spalding County	722,326	7,994,521	9,564,252	(1,569,731)	83.59%	6,875,777	9,274,991
Bulk Water - Williamson	5,097	66,745	84,480	(17,735)	79.01%	67,549	94,313
Bulk Water - Zebulon	33,273	421,049	393,198	27,851	107.08%	303,273	417,225
Bulk Water - Butts County	2,927	36,631	27,156	9,475	134.89%	19,079	32,047
Bulk Water - Coweta County	495,600	5,059,500	6,132,000	(1,072,500)	82.51%	2,719,320	3,441,130
Bulk Water - Springs Water						221	221
Bulk Water - City of Concord	2	3,606	56	3,550	6,439.29%	90	151
Fees - Water Irrigation	15,090	341,610	300,000	41,610	113.87%	246,575	341,212
Fees - Meter Install	4,705	19,585	17,700	1,885	110.65%	24,405	30,365
Sewer Flat - Industrial	42,924	605,128	656,644	(51,516)	92.15%	481,385	644,259
Sewer Flat - Residential	476,037	4,807,269	5,975,430	(1,168,161)	80.45%	4,148,561	5,545,442
Sewer Flat - Commercial	221,263	2,303,117	2,801,169	(498,052)	82.22%	1,976,998	2,590,129
Sewer Tap Fee	(6,300)	4,200	42,770	(38,570)	9.82%	6,685	10,885
Stormwater - Residential Upper Tier	34,577	332,497	390,896	(58,399)	85.06%	289,755	1,177,301
Stormwater - Residential Lower Tier	17,711	173,691	204,346	(30,655)	85.00%	149,013	196,341
Stormwater - Commercial Fees	187,279	1,787,952	2,131,041	(343,089)	83.90%	1,591,030	2,060,909
Sewer - Sun City	119,557	1,132,818		1,132,818		921,059	1,245,644
Sewer - Highland Mills						39,178	39,178
Fees - Electric Residential Service	1,299,000	15,185,672	17,000,000	(1,814,328)	89.33%	12,582,663	16,621,323
Fees - Electric Commercial Service	1,454,231	14,965,450	17,877,500	(2,912,050)	83.71%	13,004,192	16,905,666
Fees - Electric Industrial Service	667,285	6,290,421	7,142,570	(852,149)	88.07%	5,289,363	6,822,029
Fees - Electric Fuel Adjustment	573,296	5,970,561	8,000,000	(2,029,439)	74.63%	5,914,372	7,704,154
Fees - Electric Temporary Service	250	2,700	6,000	(3,300)	45.00%	3,300	3,550
Fees - Pole Rental Current Year	132,925	293,503	200,000	93,503	146.75%	137,667	297,602
ECCR Adjustment	108,175	1,593,139	2,030,200	(437,061)	78.47%	1,621,372	2,095,615
Total utilities / enterprise charges and fees	7,522,039	79,092,083	93,457,751	(14,365,668)	84.63%	66,437,720	86,735,477
Other / enterprise charges and fees							
Green Fees	38,704	209,507	180,000	29,507	116.39%	127,121	182,723
Handicap Fees			600	(600)			
Golf Cart Rentals	6,302	154,153	180,000	(25,847)	85.64%	125,892	180,689
Merchandise Sales	5,025	45,137	40,000	5,137	112.84%	27,136	39,945
Driving Range Fees	2,835	19,622	15,000	4,622	130.81%	12,396	18,071
Special Fees			25,000	(25,000)			
Membership Fees	2,450	25,550	11,000	14,550	232.27%	17,800	27,950
Food & Beverage	2,735	26,860	30,000	(3,140)	89.53%	20,110	28,244
Beer Sales	2,172	13,080	12,000	1,080	109.00%	9,362	13,556
Pull Cart Rentals			7,500	(7,500)		3,839	3,839
Tournament Fees	3,524	29,407	7,500	21,907	392.09%	8,467	14,469
Fuel Sales - AVGAS	9,442	125,891	272,200	(146,309)	46.25%	145,656	177,126
Fuel Sales - Jet A	14,081	142,249	172,800	(30,551)	82.32%	106,625	143,949
Airport Services - Tug Fees		210		210		350	400
Fiber Fees	44,586	442,048	507,620	(65,572)	87.08%	379,370	502,067
Telecom - Internal Customer Fees	36,864	368,639	506,510	(137,871)	72.78%	321,549	412,754
Telecom - Telephone Internal Customer Fees	4,350	43,332		43,332			
Total other / enterprise charges and fees	173,070	1,645,685	1,967,730	(322,045)	83.63%	1,305,673	1,745,782
Other fees							
General Fund-Customer Service -Charges for Serv- -	58,212	591,314	705,850	(114,536)	83.77%	540,828	709,105
Fuel Flowage Fees		19,120	24,000	(4,880)	79.67%	20,240	25,920

	FISCAL YEAR 2023			Variance with Amended Budget		PRIOR FYTD	
	Actual		Amended			4/30/2022	6/30/2022
	MTD	FYTD	Budget	$ Over / (Under)	%	Actual	Actual
Commercial Hauler Inspection Fee						350	350
Landfill Capital Surcharge Fee	7,688	67,329	90,610	(23,281)	74.31%	64,378	75,388
Landfill Closure Surcharge Fee	7,688	65,692	90,610	(24,918)	72.50%	64,378	75,386
Container Fees	2,580	37,320	36,750	570	101.55%	28,800	39,400
Pole Installation		4,550	20,000	(15,450)	22.75%	15,732	20,746
After Hours Service Fee	150	25,139	15,000	10,139	167.59%	14,150	16,950
Connection Fees	13,420	159,630	220,000	(60,370)	72.56%	173,195	208,870
Surge Protection Fees	412	4,080	4,800	(720)	85.00%	3,711	4,859
Reconnect Fees		125,250	200,000	(74,750)	62.63%	165,790	201,795
Underground Trenching		10,466	100,000	(89,534)	10.47%	88,002	103,747
UGA Contracted Services		616		616			
Credit Card Fees	1,283	(24,081)		(24,081)		10,128	7,650
Power Resoration Aid			100,000	(100,000)		294,848	296,063
Overnight Fees		210	200	10	105.00%	180	220
Total other fees	91,433	1,086,635	1,607,820	(521,185)	67.58%	1,484,710	1,786,449
Culture and recreation							
Pavilion Fees		2,690	5,100	(2,410)	52.75%	4,685	7,115
Still Branch WTP Gate Receipts	1,015	7,138	7,000	138	101.97%	4,434	6,699
Total culture and recreation	1,015	9,828	12,100	(2,272)	81.22%	9,119	13,814
Other charges for services							
Cemetery Opening/Closing Fee						500	500
Site Sales	10,600	65,450		65,450		64,897	76,997
Cemetery Fees	18,550	145,320	160,000	(14,680)	90.83%	150,830	182,360
Niche Engraving		200		200			
Internment Fees	2,400	22,050	30,000	(7,950)	73.50%	25,900	31,000
Monument Fees	200	7,000	9,000	(2,000)	77.78%	9,750	12,350
Returned Check Fees	1,200	19,290	17,000	2,290	113.47%	14,670	17,340
Delinquent Penalties	118,221	1,306,826	1,758,461	(451,635)	74.32%	1,241,334	1,452,919
Total other charges for services	151,171	1,566,136	1,974,461	(408,325)	79.32%	1,507,881	1,773,466
TOTAL CHARGES FOR SERVICES	**8,667,713**	**90,783,852**	**107,779,762**	**(16,995,910)**	**84.23%**	**77,387,749**	**99,900,171**
FINES AND FORFEITURES							
Court							
Police Revenue	1,290	10,590	12,000	(1,410)	88.25%	11,898	13,846
Traffic Fines	61,587	937,226	900,000	37,226	104.14%	703,298	842,613
Fine Surcharge - Technology - Court	1,625	29,292	25,000	4,292	117.17%	21,765	26,500
School Zone Speed Safety Program	38,300	524,720	500,000	24,720	104.94%		166,600
Total court revenues and fines	102,802	1,501,828	1,437,000	64,828	104.51%	736,961	1,049,559
Bond confiscations							
Confiscations	19,533	27,455	30,000	(2,545)	91.52%	11,271	11,271
Total Bond Confiscations	19,533	27,455	30,000	(2,545)	91.52%	11,271	11,271
Confiscations							
State Confiscations	999	999		999			
Federal Confiscations	29,409	43,131	30,000	13,131	143.77%	8,096	13,746
Total state and federal confiscations	30,408	44,130	30,000	14,130	147.10%	8,096	13,746
TOTAL FINES AND FORFEITURES	**152,743**	**1,573,413**	**1,497,000**	**76,413**	**105.10%**	**756,328**	**1,074,576**
RENTS AND ROYALTIES							
Property Rental	11,760	147,998	288,400	(140,402)	51.32%	191,062	238,281
Water Tower	5,779	52,014	67,580	(15,566)	76.97%	52,014	69,352
Sale of Excess Capacity	1,583	274,270	300,000	(25,730)	91.42%	244,009	248,064

	FISCAL YEAR 2023			Variance with Amended Budget		PRIOR FYTD	
	Actual		Amended			4/30/2022	6/30/2022
	MTD	FYTD	Budget	$ Over / (Under)	%	Actual	Actual
Third-party Sales	53,143	801,171	1,063,290	(262,119)	75.35%	874,716	1,086,118
Equipment Rental Fees	140	13,365	15,000	(1,635)	89.10%	13,593	13,673
MEAG Refunding Flexible Operating	1,584	274,271		274,271		244,009	248,065
AMR from MEAG Trust	815	7,335	9,780	(2,445)	75.00%	8,150	9,780
T-Hangar Rentals	1,025	8,780	11,880	(3,100)	73.91%	8,910	10,890
Tie Down Rentals	100	900	1,000	(100)	90.00%	1,000	1,200
Ground Leases	11,689	149,157	308,929	(159,772)	48.28%	132,066	166,346
MEAG Year End Settlement			750,000	(750,000)			1,997,643
Settlements from Insurance Claims	168	18,264		18,264		50,416	96,824
Settlements from Insurance Claims		66,840	100,000	(33,160)	66.84%	378,824	752,288
Cash Over/Short	(86)	(839)		(839)		(593)	(937)
Misc Revenue	4,087	2,968,228	90,000	2,878,228	3,298.03%	58,475	89,810
TOTAL RENTS AND ROYALTIES	**91,787**	**4,781,754**	**3,005,859**	**1,775,895**	**159.08%**	**2,256,651**	**5,027,397**
TOTAL OPERATING REVENUE	**9,648,602**	**112,100,454**	**128,296,852**	**(16,196,398)**	**87.38%**	**94,199,666**	**121,530,341**
OPERATING EXPENSE							
Personal Services and Employee Benefits:							
Salaries and Wages	1,769,559	18,055,420	24,554,816	6,499,396	73.53%	18,237,740	22,324,559
Employee Benefits	765,536	9,564,678	12,431,966	2,867,288	76.94%	8,905,486	10,693,131
Total Personal Services and Employee Benefits	2,535,095	27,620,098	36,986,782	9,366,684	74.68%	27,143,226	33,017,690
Purchased or Contracted Services	1,801,439	17,947,533	19,386,561	1,439,028	92.58%	11,271,136	14,702,582
Utilities:							
Water/Sewerage	27,184	168,933	191,946	23,013	88.01%	133,741	157,812
Natural Gas	3,625	46,681	47,780	1,099	97.70%	48,005	57,070
Electricity	204,162	2,042,029	2,549,550	507,521	80.09%	1,817,185	2,203,436
Propane	11,092	26,549	129,235	102,686	20.54%	1,257	1,620
Gasoline	80,866	1,150,775	2,213,631	1,062,856	51.99%	1,061,942	1,486,474
Stormwater	73,790	700,161	813,958	113,797	86.02%	667,513	806,864
Customer Service Fee	397	4,007	5,146	1,139	77.87%	3,900	4,716
Total Utilities	401,116	4,139,135	5,951,246	1,812,111	69.55%	3,733,543	4,717,992
Supplies	380,970	4,474,830	8,107,680	3,632,850	55.19%	3,721,993	4,872,829
Electricity for Resale	3,266,633	36,045,059	38,253,830	2,208,771	94.23%	31,538,772	38,977,074
Capital Outlay:							
Property (Land and Buildings)	404,445	8,997,846	26,310,482	17,312,636	34.20%	24,838,970	28,760,350
Machinery and Equipment	159,620	3,188,679	6,479,089	3,290,410	49.21%	2,972,236	3,876,875
Capital Outlay - Reclass to Balance Sheet	(423,633)	(8,505,520)	(15,294,419)	(6,788,899)	55.61%	(23,681,466)	(28,136,833)
Total Capital Outlay	140,432	3,681,005	17,495,152	13,814,147	21.04%	4,129,740	4,500,392
Depreciation Expense						6,045,001	7,297,825
Bad Debt	56,523	473,721	430,000	(43,721)	110.17%	107,661	158,734
Inter-Departmental Charges	645,850	6,436,531	8,077,694	1,641,163	79.68%	5,868,256	7,144,963
Miscellaneous		59,098	745,605	686,507	7.93%	102,525	113,525
TOTAL OPERATING EXPENSE	**9,228,058**	**100,877,010**	**135,434,550**	**34,557,540**	**74.48%**	**93,661,853**	**115,503,606**
OPERATING INCOME (LOSS)	**420,544**	**11,223,444**	**(7,137,698)**	**18,361,142**	**(157.24%)**	**537,813**	**6,026,735**
NON-OPERATING INCOME (EXPENSE)							
Intergovernmental							
Federal Government Grants							
Operating - Categorical							
Direct						92,118	115,289
Indirect						32,000	32,000
Total Operating - Categorical						124,118	147,289
Capital							

	FISCAL YEAR 2023			Variance with Amended Budget		PRIOR FYTD	
	Actual		Amended			4/30/2022	6/30/2022
	MTD	FYTD	Budget	$ Over / (Under)	%	Actual	Actual
Direct			71,549	(71,549)			
Indirect	14,822	23,070		23,070		7,871,746	7,873,497
Net Capital	14,822	23,070	71,549	(48,479)	32.24%	7,871,746	7,873,497
Total Federal Government Grants	14,822	23,070	71,549	(48,479)	32.24%	7,995,864	8,020,786
Federal Government Transfers (Non-Grant)							
America Rescue Plan (ARP) Act of 2021 Fiscal Recovery Funds			5,195,000	(5,195,000)		1,852,402	2,392,072
State Government Grants							
Operating - Categorical							
Direct							
Miscellaneous State Grant						150,710	150,710
GA DOT Grant	290,118	290,118	235,000	55,118	123.45%	408,697	413,896
Total Direct	290,118	290,118	235,000	(55,118)	123.45%	559,407	564,606
Total Operating - Categorical	290,118	290,118	235,000	55,118	123.45%	559,407	564,606
Direct							
GMA Safety Grant		20,000		20,000		20,000	20,000
GEFA Loan Forgiveness Grant							462,797
Total Direct		20,000		(20,000)	0.00%	20,000	482,797
Capital							
Direct (CDBG Grant Proceeds)	823	242,002	1,207,039	(965,037)	20.05%	1,046,945	1,169,114
Total Capital	14,822	23,070	71,549	(48,479)	32.24%	7,871,746	7,873,497
Total State Government Grants	290,941	552,120	1,442,039	(889,919)	38.29%	1,626,352	2,216,517
Local Government Unit Grants							
Spalding Co. Contribution		31,025		31,025		31,026	190,399
Board of Education - RESA		70,130	292,405	(222,275)	23.98%	77,945	101,282
Spalding County Contribution			75,126	(75,126)			53,144
Spalding County Contribution			511,427	(511,427)			
City of Griffin Contribution							(160,575)
Contributions for Economic Development			5,600	(5,600)			
Total Local Government Unit Grants		101,155	884,558	783,403	11.44%	108,971	184,250
Special purpose local option sales and use taxes						4,339,813	4,343,949
Transportation Special purpose local option sales and use taxes	367,844	3,721,307	3,727,500	(6,193)	99.83%	349,959	1,072,416
Total Intergovernmental revenue	673,607	4,397,652	11,320,646	(6,922,994)	38.85%	16,273,361	18,229,990
Intergovernmental - Exp	(63,964)	(388,148)	(444,500)	56,352	87.32%	(402,910)	(494,589)
Total Intergovernmental - net	609,643	4,009,504	10,876,146	(6,866,642)	36.87%	15,870,451	17,735,401
Interest Income							
Bank Account Interest	227	2,269		2,269		2,269	2,722
Bank Account Interest	89,751	634,565		634,565		19,488	54,761
Bank Account Interest	16,162	346,500		346,500		834,470	923,750
Dividends	99,140	664,216		664,216		274,322	333,061
P-Card Rebate Program		8,942		8,942		9,020	11,520
Unrealized Gain/Loss on Investments	131,749	(16,052)		(16,052)		(3,355,818)	(3,850,074)
Total Interest/Investment Income	337,029	1,640,440		1,640,440		(2,216,249)	(2,524,260)
Principal	(23,103)	(225,022)	(2,203,760)	1,978,738	10.21%	(168,444)	(2,076,095)
Interest Expense	(51,390)	(749,877)	(2,054,820)	1,304,943	36.49%	(4,204,294)	(5,090,181)
Total principal and interest expense	(74,493)	(974,899)	(4,258,580)	3,283,681	22.89%	(4,372,738)	(7,166,276)

INTERIM STATEMENTS by Fund
All Funds: City-Wide
For the Ten Months Ending Sunday, April 30, 2023

	FISCAL YEAR 2023			Variance with Amended Budget		PRIOR FYTD	
	Actual		Amended			4/30/2022	6/30/2022
	MTD	FYTD	Budget	$ Over / (Under)	%	Actual	Actual
Contributions and donations							
Contributions & Donations		10,206		10,206		6,529	7,261
Contributed Capital		5,000		5,000		58,122	70,222
GMA Safety Grant			20,000	(20,000)			
Total contributions and donations		15,206	20,000	(4,794)	76.03%	64,651	77,483
Gain (loss) on sale of capital assets							
Gain / Loss on Sale of Assets	96,969	180,303	50,000	130,303	360.61%	157,854	222,774
Premium on Bond Issuance						43,131	
GMA Lease Proceeds		828,500	522,750	305,750	158.49%	1,281,095	1,890,167
Total gain (loss) on sale of capital assets	96,969	1,008,803	572,750	436,053	176.13%	1,482,080	2,112,941
TOTAL NON-OPERATING INCOME (EXPENSE)	**969,148**	**5,699,054**	**7,210,316**	**(1,511,262)**	**79.04%**	**10,828,195**	**10,235,289**
INCOME (LOSS) BEFORE TRANSFERS	**1,389,692**	**16,922,498**	**72,618**	**16,849,880**	**23,303.45%**	**11,366,008**	**16,262,024**
TRANSFERS							
Transfers - in	904,150	9,753,278	13,618,435	(3,865,157)	71.62%	9,127,339	10,683,776
Transfers - out	(905,400)	(9,836,579)	(14,320,266)	4,483,687	68.69%	(9,127,339)	(10,683,776)
TOTAL TRANSFERS - NET	**(1,250)**	**(83,301)**	**(701,831)**	**618,530**	**11.87%**		
CHANGE IN NET POSITION	**$1,388,442**	**$16,839,197**	**($629,213)**	**$17,468,410**	**(2,676.23%)**	**$11,366,008**	**$16,262,024**
CONTROL TOTALS							
Total Revenues	$11,660,353	$128,915,836	$153,828,683	($24,912,847)	83.80%	$118,930,847	$150,110,272
Total Expenditures	10,271,915	112,076,637	154,457,896	42,381,259	72.56%	107,564,840	133,848,247
Revenues less expenditures	1,388,438	16,839,199	(629,213)	(17,468,412)	(2,676.23%)	11,366,007	16,262,025
Difference	$4	($2)		$2	0.00%	$1	($1)

	FISCAL YEAR 2023			Variance with		PRIOR FYTD	
	Actual		Amended	Amended Budget		4/30/2022	6/30/2022
	MTD	FYTD	Budget	$ Over / (Under)	%	Actual	Actual
TAXES							
Real property - current year	$30,799	$5,213,922	$4,966,488	$247,434	104.98%	$4,688,619	$4,710,775
Public utility	552	21,040	30,426	(9,386)	69.15%		
Real property - prior year	5,577	196,858	113,000	83,858	174.21%	158,010	164,743
Motor vehicle	1,973	25,064	30,426	(5,362)	82.38%	27,141	31,241
Intangible	5,218	39,930	72,807	(32,877)	54.84%	65,036	82,482
Railroad equipment			7,878	(7,878)		7,153	7,153
Property not on digest			5,433	(5,433)			
Real estate transfer (intangible)	2,057	12,734	20,000	(7,266)	63.67%	19,718	26,489
Total Taxes	46,176	5,509,548	5,246,458	(263,090)	105.01%	4,965,677	5,022,883
Motor vehicle title ad valorem tax fee	54,205	606,990	800,000	(193,010)	75.87%	591,045	701,070
Franchise taxes:							
Electric		82,718	56,000	26,718	147.71%	58,497	58,497
Gas		142,870	174,000	(31,130)	82.11%	141,268	188,533
Television cable		105,085	244,000	(138,915)	43.07%	111,447	223,693
Telephone		17,008	31,000	(13,992)	54.86%	15,741	31,395
Payment In Lieu of Tax GHA	15,585	15,585	20,000	(4,415)	77.93%	5,999	25,235
Video		9,893	30,000	(20,107)	32.98%	11,910	21,922
Other			5,700	(5,700)			
Total Franchise taxes	15,585	373,159	560,700	(187,541)	66.55%	344,862	549,275
Total Taxes and Franchise taxes	115,966	6,489,697	6,607,158	117,461	98.22%	5,901,584	6,273,228
Local option sales and use taxes	492,846	4,632,004	5,177,373	(545,369)	89.47%	4,335,305	5,247,495
Hotel/Motel		117,506	164,300	(46,794)	71.52%	99,007	128,498
Alcoholic beverage excise	53,205	484,355	718,000	(233,645)	67.46%	504,954	691,817
Total selective sales and use taxes	53,205	601,861	882,300	(280,439)	68.22%	603,961	820,315
Business taxes:							
Business and occupation taxes	3,978	439,270	465,000	(25,730)	94.47%	417,414	428,575
Insurance premium taxes		1,937,372	2,000,000	(62,628)	96.87%	1,923,982	1,923,982
Financial institutions taxes		118,907	110,000	8,907	108.10%	63,728	80,583
Total business taxes	3,978	2,495,549	2,575,000	(79,451)	96.91%	2,405,124	2,433,140
Penalties and interest on deliquent taxes							
Real	2,626	79,709	35,000	44,709	227.74%	34,502	40,088
Business	396	3,627	2,000	1,627	181.35%	294	609
Total penalties and interest on deliquent taxes	3,022	83,336	37,000	46,336	225.23%	34,796	40,697
TOTAL TAXES	**669,017**	**14,302,447**	**15,278,831**	**(976,384)**	**93.61%**	**13,280,770**	**14,814,875**
LICENSE AND PERMITS							
Business licenses:							
Alcoholic beverages:							
Beer	700	58,225	54,000	4,225	107.82%	56,105	56,855
Wine	700	57,225	52,000	5,225	110.05%	54,505	55,255
Liquor		115,450	111,000	4,450	104.01%	107,840	107,840
Total alcoholic beverage licenses	1,400	230,900	217,000	13,900	106.41%	218,450	219,950
General business licenses:							
Insurance	375	35,138	33,000	2,138	106.48%	33,150	34,275
Total general business licenses	375	35,138	33,000	2,138	106.48%	33,150	34,275
Total Business licenses	1,775	266,038	250,000	16,038	106.42%	251,600	254,225
Non-business licenses and permits:							
Building and signs:							
Zoning and land use permits	350	8,850	6,500	2,350	136.15%	8,160	12,610
House moving permit			500	(500)		400	400
Sign permits	1,305	11,875	9,300	2,575	127.69%	10,730	12,905
Other permits		500	2,000	(1,500)	25.00%	1,000	1,750
Catering	50	2,925	1,600	1,325	182.81%	875	1,150

	FISCAL YEAR 2023			Variance with Amended Budget		PRIOR FYTD	
	Actual		Amended			4/30/2022	6/30/2022
	MTD	FYTD	Budget	$ Over / (Under)	%	Actual	Actual
Total building and sign permits	1,705	24,150	19,900	4,250	121.36%	21,165	28,815
Regulatory fees (permits):							
Building structures and equipment permits:							
Protective	7,250	41,585	61,000	(19,415)	68.17%	44,865	56,565
Building	45,262	250,101	350,000	(99,899)	71.46%	167,441	298,666
Plumbing	2,757	18,991	14,000	4,991	135.65%	6,835	19,907
Electrical	5,387	38,325	25,000	13,325	153.30%	16,310	31,761
Gas		700	2,000	(1,300)	35.00%	1,904	2,054
Mechanical	2,577	16,916	13,500	3,416	125.30%	7,917	21,114
Total building structures and equipment permits	63,233	366,618	465,500	98,882	78.76%	245,272	430,067
Total non-business licenses and permits	64,938	390,768	485,400	(94,632)	80.50%	266,437	458,882
Penalties and interest on deliquent licenses and permits							
Interest on business licenses	179	1,132		1,132		131	215
Total penalties and interest on deliquent licenses and permits	179	1,132		1,132		131	215
TOTAL LICENSES AND PERMITS	**66,892**	**657,938**	**735,400**	**(77,462)**	**89.47%**	**518,168**	**713,322**
CHARGES FOR SERVICES							
General government:							
Fees - plan reviews	12,991	73,580	80,000	(6,420)	91.98%	37,883	94,419
Fees - demolition recovery		62,646	25,000	37,646	250.58%	20,974	20,984
Fees - zoning applications	300	5,205	5,000	205	104.10%	4,345	4,880
Fees - reimbursements		2,768	5,000	(2,232)	55.36%	875	24,441
Information technology fees	300	3,000		3,000		2,600	3,800
Indirect cost allocation	521,946	5,223,397	6,310,583	(1,087,186)	82.77%	4,968,932	5,962,719
IT equipment cost allocation	97,259	972,593	1,167,112	(194,519)	83.33%	533,200	639,840
Publication Sales		340		340			
Business occupation tax admin fee	1,120	58,120	62,000	(3,880)	93.74%	52,640	55,280
Total general government	633,916	6,401,649	7,654,695	1,253,046	83.63%	5,621,449	6,806,363
Public safety - fire inspections	500	2,801	1,500	1,301	186.73%	654	4,504
Public safety - prisoner housing fees	5,487	87,962	72,000	15,962	122.17%	65,522	79,187
Utilities / enterprise charges and fees							
Sale of Recycled Materials	65	5,312		5,312		567	639
Total utilities / enterprise charges and fees	65	5,312		5,312		567	639
Other fees							
Credit Card Fees	1,283	(24,081)		(24,081)		10,128	7,671
Total other fees	1,283	(24,081)		(24,081)		10,128	7,671
Culture and recreation							
Pavilion Fees		2,690	5,100	(2,410)	52.75%	4,685	7,115
Total culture and recreation		2,690	5,100	(2,410)	52.75%	4,685	7,115
Other charges for services							
Cemetery Opening/Closing Fee						500	500
Site Sales	10,600	65,450		65,450		64,897	76,997
Cemetery Fees	18,550	145,320	160,000	(14,680)	90.83%	150,830	182,360
Niche Engraving		200		200			
Internment Fees	2,400	22,050	30,000	(7,950)	73.50%	25,900	31,000
Monument Fees	200	7,000	9,000	(2,000)	77.78%	9,750	12,350
Returned Check Fees		90		90		60	60
Total other charges for services	31,750	240,110	199,000	41,110	120.66%	251,937	303,267

	FISCAL YEAR 2023			Variance with Amended Budget		PRIOR FYTD	
	Actual		Amended			4/30/2022	6/30/2022
	MTD	FYTD	Budget	$ Over / (Under)	%	Actual	Actual
TOTAL CHARGES FOR SERVICES	**673,001**	**6,716,443**	**7,932,295**	**(1,215,852)**	**84.67%**	**5,954,942**	**7,208,746**
FINES AND FORFEITURES							
Court							
Police Revenue	1,290	10,590	12,000	(1,410)	88.25%	11,898	13,846
Traffic Fines	61,587	937,226	900,000	37,226	104.14%	703,298	842,613
Fine Surcharge - Technology - Court	1,625	29,292	25,000	4,292	117.17%	21,765	26,500
School Zone Speed Safety Program	38,300	524,720	500,000	24,720	104.94%		166,600
Total court revenues and fines	102,802	1,501,828	1,437,000	64,828	104.51%	736,961	1,049,559
Bond confiscations							
Confiscations	19,533	27,455	30,000	(2,545)	91.52%	11,271	11,271
Total Bond Confiscations	19,533	27,455	30,000	(2,545)	91.52%	11,271	11,271
Confiscations							
State Confiscations	999	999		999			
Federal Confiscations	29,409	43,131	30,000	13,131	143.77%	8,096	13,746
Total state and federal confiscations	30,408	44,130	30,000	14,130	147.10%	8,096	13,746
TOTAL FINES AND FORFEITURES	**152,743**	**1,573,413**	**1,497,000**	**76,413**	**105.10%**	**756,328**	**1,074,576**
RENTS AND ROYALTIES							
Property Rental	11,760	147,998	288,400	(140,402)	51.32%	161,162	207,981
Third-party Sales		450		450		360	585
Ground Leases		43,101	169,000	(125,899)	25.50%	15,400	26,498
Settlements from Insurance Claims		5,920		5,920		1,049	14,295
Settlements from Insurance Claims		64,728	100,000	(35,272)	64.73%	58,868	99,945
Cash Over/Short		20		20		60	60
Misc Revenue	1,500	86,084	40,000	46,084	215.21%	41,298	49,328
TOTAL RENTS AND ROYALTIES	**13,260**	**348,301**	**597,400**	**(249,099)**	**58.30%**	**278,197**	**398,692**
TOTAL OPERATING REVENUE	**1,574,913**	**23,598,542**	**26,040,926**	**(2,442,384)**	**90.62%**	**20,788,405**	**24,210,211**
OPERATING EXPENSE							
Personal Services and Employee Benefits:							
Salaries and Wages	1,011,789	10,519,036	13,039,178	2,520,142	80.67%	10,381,468	12,649,450
Employee Benefits	436,217	5,333,491	6,855,143	1,521,652	77.80%	5,056,687	6,066,875
Allocated Payroll Costs	(17,939)	(179,387)	(269,024)	(89,637)	66.68%	(164,758)	(197,709)
Total Personal Services and Employee Benefits	1,430,067	15,673,140	19,625,297	3,952,157	79.86%	15,273,397	18,518,616
Purchased or Contracted Services	949,646	10,404,492	6,188,132	(4,216,360)	168.14%	4,299,050	5,399,257
Utilities:							
Water/Sewerage	4,048	49,149	87,486	38,337	56.18%	61,667	72,264
Natural Gas	2,006	22,819	22,120	(699)	103.16%	19,695	23,840
Electricity	43,870	450,870	522,820	71,950	86.24%	417,245	500,390
Propane		1,233	4,555	3,322	27.07%	1,197	1,533
Gasoline	23,896	413,808	771,910	358,102	53.61%	434,734	588,080
Stormwater	68,359	648,683	744,405	95,722	87.14%	618,271	747,386
Customer Service Fee	172	1,749	2,000	251	87.45%	1,729	2,083
Total Utilities	142,351	1,588,311	2,155,296	566,985	73.69%	1,554,538	1,935,576
Supplies	106,583	1,432,185	1,882,773	450,588	76.07%	888,215	1,286,840
Capital Outlay:							
Property (Land and Buildings)	6,169	2,195,000	12,505,764	10,310,764	17.55%	3,323,748	3,177,522
Machinery and Equipment	134,263	1,357,451	2,703,211	1,345,760	50.22%	771,390	972,590
Total Capital Outlay	140,432	3,552,451	15,208,975	11,656,524	23.36%	4,095,138	4,150,112

	FISCAL YEAR 2023			Variance with Amended Budget		PRIOR FYTD	
	Actual		Amended			4/30/2022	6/30/2022
	MTD	FYTD	Budget	$ Over / (Under)	%	Actual	Actual
Inter-Departmental Charges	331,515	3,291,545	4,377,272	1,085,727	75.20%	3,053,451	3,787,262
Miscellaneous		40,548	658,717	618,169	6.16%	72,300	72,300
TOTAL OPERATING EXPENSE	**3,100,594**	**35,982,672**	**50,096,462**	**14,113,790**	**71.83%**	**29,236,089**	**35,149,963**
OPERATING INCOME (LOSS)	**(1,525,681)**	**(12,384,130)**	**(24,055,536)**	**11,671,406**	**51.48%**	**(8,447,684)**	**(10,939,752)**
NON-OPERATING INCOME (EXPENSE)							
Intergovernmental							
Federal Government Grants							
Operating - Categorical							
Direct						92,118	115,289
Total Operating - Categorical						92,118	115,289
Total Federal Government Grants						92,118	115,289
Federal Government Transfers (Non-Grant)							
America Rescue Plan (ARP) Act of 2021 Fiscal Recovery Funds			5,195,000	(5,195,000)		1,852,402	2,392,072
State Government Grants							
Operating - Categorical							
Direct							
Miscellaneous State Grant						150,710	150,710
GA DOT Grant	290,118	290,118	235,000	55,118	123.45%	408,697	413,896
Total Direct	290,118	290,118	235,000	(55,118)	123.45%	559,407	564,606
Total Operating - Categorical	290,118	290,118	235,000	55,118	123.45%	559,407	564,606
Direct							
GMA Safety Grant		6,759		6,759		5,548	5,548
Total Direct		6,759		(6,759)	0.00%	5,548	5,548
Direct (CDBG Grant Proceeds)		124,972	1,203,064	(1,078,092)	10.39%	612,689	669,508
Total State Government Grants	290,118	421,849	1,438,064	(1,016,215)	29.33%	1,177,644	1,239,662
Local Government Unit Grants							
Board of Education - RESA		70,130	292,405	(222,275)	23.98%	77,945	101,282
Spalding County Contribution			75,126	(75,126)			53,144
Contributions for Economic Development			5,600	(5,600)			
Total Local Government Unit Grants		70,130	373,131	303,001	18.80%	77,945	154,426
Special purpose local option sales and use taxes						4,339,813	4,343,949
Transportation Special purpose local option sales and use taxes	367,844	3,721,307	3,727,500	(6,193)	99.83%	349,959	1,072,416
Total Intergovernmental revenue	657,962	4,213,286	10,733,695	(6,520,409)	39.25%	7,889,881	9,317,814
Intergovernmental - Exp	(39,402)	(279,347)	(294,500)	15,153	94.85%	(262,767)	(312,496)
Total Intergovernmental - net	618,560	3,933,939	10,439,195	(6,505,256)	37.68%	7,627,114	9,005,318
Interest Income							
Bank Account Interest	89,032	626,566		626,566		19,441	54,630
Bank Account Interest	4,374	36,770		36,770		40,623	50,339
Dividends	10,662	68,987		68,987		65,945	70,613
Unrealized Gain/Loss on Investments	51,433	225,291		225,291		(324,017)	(545,389)
Total Interest/Investment Income	155,501	957,614		957,614		(198,008)	(369,807)
Principal	(17,226)	(179,402)	(2,203,760)	2,024,358	8.14%	(168,444)	(2,076,095)
Interest Expense	(2,510)	(53,753)	(96,740)	42,987	55.56%	(48,415)	(89,171)

INTERIM STATEMENTS by Fund
Governmental Funds
For the Ten Months Ending Sunday, April 30, 2023

	FISCAL YEAR 2023			Variance with Amended Budget		PRIOR FYTD	
	Actual		Amended			4/30/2022	6/30/2022
	MTD	FYTD	Budget	$ Over / (Under)	%	Actual	Actual
Total principal and interest expense	(19,736)	(233,155)	(2,300,500)	2,067,345	10.13%	(216,859)	(2,165,266)
Contributions and donations							
Contributions & Donations						6,279	6,279
Contributed Capital		5,000		5,000		58,122	70,222
GMA Safety Grant			7,203	(7,203)			
Total contributions and donations		5,000	7,203	(2,203)	69.42%	64,401	76,501
Gain (loss) on sale of capital assets							
Gain / Loss on Sale of Assets	96,969	128,423		128,423		76,925	136,365
Premium on Bond Issuance						43,131	
GMA Lease Proceeds			522,750	(522,750)			
Total gain (loss) on sale of capital assets	96,969	128,423	522,750	(394,327)	24.57%	120,056	136,365
TOTAL NON-OPERATING INCOME (EXPENSE)	**851,294**	**4,791,821**	**8,668,648**	**(3,876,827)**	**55.28%**	**7,396,704**	**6,683,111**
INCOME (LOSS) BEFORE TRANSFERS	**(674,387)**	**(7,592,309)**	**(15,386,888)**	**7,794,579**	**49.34%**	**(1,050,980)**	**(4,256,641)**
TRANSFERS							
Transfers - in	904,150	9,753,278	11,765,603	(2,012,325)	82.90%	9,127,339	10,683,776
Transfers - out	(20,000)	(266,097)	(1,945,233)	1,679,136	13.68%	(1,098,335)	(1,174,924)
TOTAL TRANSFERS - NET	**884,150**	**9,487,181**	**9,820,370**	**(333,189)**	**96.61%**	**8,029,004**	**9,508,852**
CHANGE IN NET POSITION	**$209,763**	**$1,894,872**	**($5,566,518)**	**$7,461,390**	**(34.04%)**	**$6,978,024**	**$5,252,211**
CONTROL TOTALS							
Total Revenues	$3,389,492	$38,656,142	$49,070,176	($10,414,034)	78.78%	$37,792,074	$44,054,859
Total Expenditures	3,179,733	36,761,272	54,636,694	17,875,422	67.28%	30,814,048	38,802,650
Revenues less expenditures	209,759	1,894,870	(5,566,518)	(7,461,388)	(34.04%)	6,978,026	5,252,209
Difference	$4	$2		($2)	0.00%	($2)	$2

	FISCAL YEAR 2023			Variance with		PRIOR FYTD	
	Actual		Amended	Amended Budget		4/30/2022	6/30/2022
	MTD	FYTD	Budget	$ Over / (Under)	%	Actual	Actual
TAXES							
Real property - current year	$21,299	$4,584,385	$4,356,488	$227,897	105.23%	$4,124,198	$4,144,009
Public utility	552	21,040	30,426	(9,386)	69.15%		
Real property - prior year	5,577	196,858	113,000	83,858	174.21%	158,010	164,743
Motor vehicle	1,973	25,064	30,426	(5,362)	82.38%	27,141	31,241
Intangible	5,218	39,930	72,807	(32,877)	54.84%	65,036	82,482
Railroad equipment			7,878	(7,878)		7,153	7,153
Property not on digest			5,433	(5,433)			
Real estate transfer (intangible)	2,057	12,734	20,000	(7,266)	63.67%	19,718	26,489
Total Taxes	36,676	4,880,011	4,636,458	(243,553)	105.25%	4,401,256	4,456,117
Motor vehicle title ad valorem tax fee	54,205	606,990	800,000	(193,010)	75.87%	591,045	701,070
Franchise taxes:							
Electric		82,718	56,000	26,718	147.71%	58,497	58,497
Gas		142,870	174,000	(31,130)	82.11%	141,268	188,533
Television cable		105,085	244,000	(138,915)	43.07%	111,447	223,693
Telephone		17,008	31,000	(13,992)	54.86%	15,741	31,395
Payment In Lieu of Tax GHA	15,585	15,585	20,000	(4,415)	77.93%	5,999	25,235
Video		9,893	30,000	(20,107)	32.98%	11,910	21,922
Other			5,700	(5,700)			
Total Franchise taxes	15,585	373,159	560,700	(187,541)	66.55%	344,862	549,275
Total Taxes and Franchise taxes	106,466	5,860,160	5,997,158	136,998	97.72%	5,337,163	5,706,462
Local option sales and use taxes	492,846	4,632,004	5,177,373	(545,369)	89.47%	4,335,305	5,247,495
Alcoholic beverage excise	53,205	484,355	718,000	(233,645)	67.46%	504,954	691,817
Total selective sales and use taxes	53,205	484,355	718,000	(233,645)	67.46%	504,954	691,817
Business taxes:							
Business and occupation taxes	3,978	439,270	465,000	(25,730)	94.47%	417,414	428,575
Insurance premium taxes		1,937,372	2,000,000	(62,628)	96.87%	1,923,982	1,923,982
Financial institutions taxes		118,907	110,000	8,907	108.10%	63,728	80,583
Total business taxes	3,978	2,495,549	2,575,000	(79,451)	96.91%	2,405,124	2,433,140
Penalties and interest on deliquent taxes							
Real	2,626	79,709	35,000	44,709	227.74%	34,502	40,088
Business	396	3,627	2,000	1,627	181.35%	294	609
Total penalties and interest on deliquent taxes	3,022	83,336	37,000	46,336	225.23%	34,796	40,697
TOTAL TAXES	**659,517**	**13,555,404**	**14,504,531**	**(949,127)**	**93.46%**	**12,617,342**	**14,119,611**
LICENSE AND PERMITS							
Business licenses:							
Alcoholic beverages:							
Beer	700	58,225	54,000	4,225	107.82%	56,105	56,855
Wine	700	57,225	52,000	5,225	110.05%	54,505	55,255
Liquor		115,450	111,000	4,450	104.01%	107,840	107,840
Total alcoholic beverage licenses	1,400	230,900	217,000	13,900	106.41%	218,450	219,950
General business licenses:							
Insurance	375	35,138	33,000	2,138	106.48%	33,150	34,275
Total general business licenses	375	35,138	33,000	2,138	106.48%	33,150	34,275
Total Business licenses	1,775	266,038	250,000	16,038	106.42%	251,600	254,225
Non-business licenses and permits:							
Building and signs:							
Zoning and land use permits	350	8,850	6,500	2,350	136.15%	8,160	12,610
House moving permit			500	(500)		400	400
Sign permits	1,305	11,875	9,300	2,575	127.69%	10,730	12,905
Other permits		500	2,000	(1,500)	25.00%	1,000	1,750
Catering	50	2,925	1,600	1,325	182.81%	875	1,150
Total building and sign permits	1,705	24,150	19,900	4,250	121.36%	21,165	28,815

	FISCAL YEAR 2023			Variance with Amended Budget		PRIOR FYTD	
	Actual		Amended			4/30/2022	6/30/2022
	MTD	FYTD	Budget	$ Over / (Under)	%	Actual	Actual
Regulatory fees (permits):							
Building structures and equipment permits:							
Protective	7,250	41,585	61,000	(19,415)	68.17%	44,865	56,565
Building	45,262	250,101	350,000	(99,899)	71.46%	167,441	298,666
Plumbing	2,757	18,991	14,000	4,991	135.65%	6,835	19,907
Electrical	5,387	38,325	25,000	13,325	153.30%	16,310	31,761
Gas		700	2,000	(1,300)	35.00%	1,904	2,054
Mechanical	2,577	16,916	13,500	3,416	125.30%	7,917	21,114
Total building structures and equipment permits	63,233	366,618	465,500	98,882	78.76%	245,272	430,067
Total non-business licenses and permits	64,938	390,768	485,400	(94,632)	80.50%	266,437	458,882
Penalties and interest on deliquent licenses and permits							
Interest on business licenses	179	1,132		1,132		131	215
Total penalties and interest on deliquent licenses and permits	179	1,132		1,132		131	215
TOTAL LICENSES AND PERMITS	**66,892**	**657,938**	**735,400**	**(77,462)**	**89.47%**	**518,168**	**713,322**
CHARGES FOR SERVICES							
General government:							
Fees - plan reviews	12,991	73,580	80,000	(6,420)	91.98%	37,883	94,419
Fees - demolition recovery		62,646	25,000	37,646	250.58%	20,974	20,984
Fees - zoning applications	300	5,205	5,000	205	104.10%	4,345	4,880
Fees - reimbursements		2,768	5,000	(2,232)	55.36%	875	24,441
Information technology fees	300	3,000		3,000		2,600	3,800
Indirect cost allocation	521,946	5,223,397	6,310,583	(1,087,186)	82.77%	4,968,932	5,962,719
IT equipment cost allocation	97,259	972,593	1,167,112	(194,519)	83.33%	533,200	639,840
Publication Sales		340		340			
Business occupation tax admin fee	1,120	58,120	62,000	(3,880)	93.74%	52,640	55,280
Total general government	633,916	6,401,649	7,654,695	1,253,046	83.63%	5,621,449	6,806,363
Public safety - fire inspections	500	2,801	1,500	1,301	186.73%	654	4,504
Public safety - prisoner housing fees	5,487	87,962	72,000	15,962	122.17%	65,522	79,187
Utilities / enterprise charges and fees							
Sale of Recycled Materials	65	5,312		5,312		567	639
Total utilities / enterprise charges and fees	65	5,312		5,312		567	639
Other fees							
Credit Card Fees	1,283	(24,081)		(24,081)		10,128	7,671
Total other fees	1,283	(24,081)		(24,081)		10,128	7,671
Culture and recreation							
Pavilion Fees		2,690	5,100	(2,410)	52.75%	4,685	7,115
Total culture and recreation		2,690	5,100	(2,410)	52.75%	4,685	7,115
Other charges for services							
Cemetery Fees	18,550	145,320	160,000	(14,680)	90.83%	150,830	182,360
Internment Fees	2,400	22,050	30,000	(7,950)	73.50%	25,900	31,000
Monument Fees	200	7,000	9,000	(2,000)	77.78%	9,750	12,350
Returned Check Fees		90		90		60	60
Total other charges for services	21,150	174,460	199,000	(24,540)	87.67%	186,540	225,770
TOTAL CHARGES FOR SERVICES	**662,401**	**6,650,793**	**7,932,295**	**(1,281,502)**	**83.84%**	**5,889,545**	**7,131,249**
FINES AND FORFEITURES							

	FISCAL YEAR 2023			Variance with Amended Budget		PRIOR FYTD	
	Actual		Amended			4/30/2022	6/30/2022
	MTD	FYTD	Budget	$ Over / (Under)	%	Actual	Actual
Court							
Police Revenue	1,290	10,590	12,000	(1,410)	88.25%	11,898	13,846
Traffic Fines	61,587	937,226	900,000	37,226	104.14%	703,298	842,613
School Zone Speed Safety Program	38,300	524,720	500,000	24,720	104.94%		166,600
Total court revenues and fines	101,177	1,472,536	1,412,000	60,536	104.29%	715,196	1,023,059
TOTAL FINES AND FORFEITURES	**101,177**	**1,472,536**	**1,412,000**	**60,536**	**104.29%**	**715,196**	**1,023,059**
RENTS AND ROYALTIES							
Property Rental	11,760	147,998	288,400	(140,402)	51.32%	161,162	207,981
Ground Leases		43,101	169,000	(125,899)	25.50%	15,400	26,498
Settlements from Insurance Claims		5,920		5,920		1,049	14,295
Settlements from Insurance Claims		64,728	100,000	(35,272)	64.73%	58,868	99,945
Cash Over/Short		20		20		60	60
Misc Revenue	1,500	85,884	40,000	45,884	214.71%	41,298	49,328
TOTAL RENTS AND ROYALTIES	**13,260**	**347,651**	**597,400**	**(249,749)**	**58.19%**	**277,837**	**398,107**
TOTAL OPERATING REVENUE	**1,503,247**	**22,684,322**	**25,181,626**	**(2,497,304)**	**90.08%**	**20,018,088**	**23,385,348**
OPERATING EXPENSE							
Personal Services and Employee Benefits:							
Salaries and Wages	998,463	9,848,293	13,039,178	3,190,885	75.53%	9,657,040	11,916,044
Employee Benefits	436,217	5,333,491	6,855,143	1,521,652	77.80%	4,965,043	5,968,831
Allocated Payroll Costs	(17,939)	(179,387)	(269,024)	(89,637)	66.68%	(164,758)	(197,709)
Total Personal Services and Employee Benefits	1,416,741	15,002,397	19,625,297	4,622,900	76.44%	14,457,325	17,687,166
Purchased or Contracted Services	458,254	3,449,339	5,469,354	2,020,015	63.07%	2,729,102	3,803,101
Utilities:							
Water/Sewerage	4,048	49,149	87,486	38,337	56.18%	61,667	72,264
Natural Gas	2,006	22,819	22,120	(699)	103.16%	19,695	23,840
Electricity	43,870	450,870	522,820	71,950	86.24%	417,245	500,390
Propane		1,233	4,555	3,322	27.07%	1,197	1,533
Gasoline	23,896	413,758	771,910	358,152	53.60%	434,734	588,080
Stormwater	68,359	648,683	744,405	95,722	87.14%	618,271	747,386
Customer Service Fee	172	1,749	2,000	251	87.45%	1,729	2,083
Total Utilities	142,351	1,588,261	2,155,296	567,035	73.69%	1,554,538	1,935,576
Supplies	104,171	1,264,642	1,870,773	606,131	67.60%	880,689	1,279,314
Capital Outlay:							
Property (Land and Buildings)		7,200	63,120	55,920	11.41%	1,038,338	287,631
Machinery and Equipment	68,048	1,241,579	1,521,011	279,432	81.63%	686,034	887,234
Total Capital Outlay	68,048	1,248,779	1,584,131	335,352	78.83%	1,724,372	1,174,865
Inter-Departmental Charges	331,316	3,289,553	4,374,882	1,085,329	75.19%	3,053,451	3,787,262
Miscellaneous		37,500	658,717	621,217	5.69%	71,850	71,850
TOTAL OPERATING EXPENSE	**2,520,881**	**25,880,471**	**35,738,450**	**9,857,979**	**72.42%**	**24,471,327**	**29,739,134**
OPERATING INCOME (LOSS)	**(1,017,634)**	**(3,196,149)**	**(10,556,824)**	**7,360,675**	**30.28%**	**(4,453,239)**	**(6,353,786)**
NON-OPERATING INCOME (EXPENSE)							
Intergovernmental							
State Government Grants							
Operating - Categorical							
Direct							
Miscellaneous State Grant						150,710	150,710
GA DOT Grant	290,118	290,118	235,000	55,118	123.45%	285,167	285,167
Total Direct	290,118	290,118	235,000	(55,118)	123.45%	435,877	435,877
Total Operating - Categorical	290,118	290,118	235,000	55,118	123.45%	435,877	435,877
Direct							

INTERIM STATEMENTS by Fund

101-General Fund

For the Ten Months Ending Sunday, April 30, 2023

	FISCAL YEAR 2023			Variance with Amended Budget		PRIOR FYTD	
	Actual		Amended			4/30/2022	6/30/2022
	MTD	FYTD	Budget	$ Over / (Under)	%	Actual	Actual
GMA Safety Grant		6,759		6,759		5,548	5,548
Total Direct		6,759		(6,759)	0.00%	5,548	5,548
Total State Government Grants	290,118	296,877	235,000	61,877	126.33%	441,425	441,425
Local Government Unit Grants							
Board of Education - RESA		70,130	292,405	(222,275)	23.98%	77,945	101,282
Spalding County Contribution			75,126	(75,126)			53,144
Contributions for Economic Development			5,600	(5,600)			
Total Local Government Unit Grants		70,130	373,131	303,001	18.80%	77,945	154,426
Total Intergovernmental revenue	290,118	367,007	608,131	(241,124)	60.35%	519,370	595,851
Intergovernmental - Exp	(37,517)	(223,592)	(222,600)	(992)	100.45%	(210,651)	(247,478)
Total Intergovernmental - net	252,601	143,415	385,531	(242,116)	37.20%	308,719	348,373
Interest Income							
Bank Account Interest	88,619	615,028		615,028		7,939	39,827
Bank Account Interest	2,059	12,629		12,629		11,714	11,725
Unrealized Gain/Loss on Investments	(1,404)	(9,166)		(9,166)		(30,690)	(30,211)
Total Interest/Investment Income	89,274	618,491		618,491		(11,037)	21,341
Principal	(17,226)	(154,658)	(289,010)	134,352	53.51%	(148,881)	(166,532)
Interest Expense	(2,510)	(23,843)	(29,030)	5,187	82.13%	(16,624)	(19,580)
Total principal and interest expense	(19,736)	(178,501)	(318,040)	139,539	56.13%	(165,505)	(186,112)
Contributions and donations							
Contributions & Donations						6,279	6,279
GMA Safety Grant			7,203	(7,203)			
Total contributions and donations			7,203	(7,203)		6,279	6,279
Gain (loss) on sale of capital assets							
Gain / Loss on Sale of Assets	96,969	128,423		128,423		45,182	90,359
GMA Lease Proceeds			522,750	(522,750)			
Total gain (loss) on sale of capital assets	96,969	128,423	522,750	(394,327)	24.57%	45,182	90,359
TOTAL NON-OPERATING INCOME (EXPENSE)	**419,108**	**711,828**	**597,444**	**114,384**	**119.15%**	**183,638**	**280,240**
INCOME (LOSS) BEFORE TRANSFERS	**(598,526)**	**(2,484,321)**	**(9,959,380)**	**7,475,059**	**24.94%**	**(4,269,601)**	**(6,073,546)**
TRANSFERS							
Transfers - in	903,000	9,096,097	10,928,400	(1,832,303)	83.23%	8,255,692	9,782,280
Transfers - out			(1,852,833)	1,852,833		(842,644)	(842,644)
TOTAL TRANSFERS - NET	**903,000**	**9,096,097**	**9,075,567**	**20,530**	**100.23%**	**7,413,048**	**8,939,636**
CHANGE IN NET POSITION	**$304,474**	**$6,611,776**	**($883,813)**	**$7,495,589**	**(748.10%)**	**$3,143,447**	**$2,866,090**
CONTROL TOTALS							
Total Revenues	$2,882,606	$32,894,339	$37,248,109	($4,353,770)	88.31%	$28,833,574	$33,881,459
Total Expenditures	2,578,134	26,282,564	38,131,922	11,849,358	68.93%	25,690,125	31,015,369
Revenues less expenditures	304,472	6,611,775	(883,813)	(7,495,588)	(748.10%)	3,143,449	2,866,090
Difference	$2	$1		($1)	0.00%	($2)	

	FISCAL YEAR 2023			Variance with Amended Budget		PRIOR FYTD	
	Actual		Amended			4/30/2022	6/30/2022
	MTD	FYTD	Budget	$ Over / (Under)	%	Actual	Actual
TAXES							
Real property - current year	$9,500	$629,538	$610,000	$19,538	103.20%	$564,421	$566,766
Total Taxes	9,500	629,538	610,000	(19,538)	103.20%	564,421	566,766
Total Taxes and Franchise taxes	9,500	629,538	610,000	(19,538)	103.20%	564,421	566,766
Hotel/Motel		117,506	164,300	(46,794)	71.52%	99,007	128,498
Total selective sales and use taxes		117,506	164,300	(46,794)	71.52%	99,007	128,498
TOTAL TAXES	**9,500**	**747,044**	**774,300**	**(27,256)**	**96.48%**	**663,428**	**695,264**
FINES AND FORFEITURES							
Court							
Fine Surcharge - Technology - Court	1,625	29,292	25,000	4,292	117.17%	21,765	26,500
Total court revenues and fines	1,625	29,292	25,000	4,292	117.17%	21,765	26,500
Bond confiscations							
Confiscations	19,533	27,455	30,000	(2,545)	91.52%	11,271	11,271
Total Bond Confiscations	19,533	27,455	30,000	(2,545)	91.52%	11,271	11,271
Confiscations							
State Confiscations	999	999		999			
Federal Confiscations	29,409	43,131	30,000	13,131	143.77%	8,096	13,746
Total state and federal confiscations	30,408	44,130	30,000	14,130	147.10%	8,096	13,746
TOTAL FINES AND FORFEITURES	**51,566**	**100,877**	**85,000**	**15,877**	**118.68%**	**41,132**	**51,517**
RENTS AND ROYALTIES							
Misc Revenue		200		200			
TOTAL RENTS AND ROYALTIES		**200**		**200**			
TOTAL OPERATING REVENUE	**61,066**	**848,121**	**859,300**	**(11,179)**	**98.70%**	**704,560**	**746,781**
OPERATING EXPENSE							
Personal Services and Employee Benefits:							
Salaries and Wages	13,326	670,743		(670,743)		724,427	733,406
Employee Benefits						91,644	98,045
Total Personal Services and Employee Benefits	13,326	670,743		(670,743)		816,071	831,451
Purchased or Contracted Services	491,392	6,954,594	718,778	(6,235,816)	967.56%	1,568,706	1,594,531
Utilities:							
Gasoline		50		(50)			
Total Utilities		50		(50)			
Supplies	2,412	167,543	12,000	(155,543)	1,396.19%	7,527	7,527
Capital Outlay:							
Property (Land and Buildings)	6,169	2,187,800	12,442,644	10,254,844	17.58%	2,285,409	2,889,891
Machinery and Equipment	66,215	115,872	1,182,200	1,066,328	9.80%	85,356	85,356
Total Capital Outlay	72,384	2,303,672	13,624,844	11,321,172	16.91%	2,370,765	2,975,247
Inter-Departmental Charges	199	1,992	2,390	398	83.35%		
Miscellaneous		3,048		(3,048)		450	450
TOTAL OPERATING EXPENSE	**579,713**	**10,101,642**	**14,358,012**	**4,256,370**	**70.36%**	**4,763,519**	**5,409,206**
OPERATING INCOME (LOSS)	**(518,647)**	**(9,253,521)**	**(13,498,712)**	**4,245,191**	**68.55%**	**(4,058,959)**	**(4,662,425)**
NON-OPERATING INCOME (EXPENSE)							
Intergovernmental							
Federal Government Grants							
Operating - Categorical							
Direct						92,118	115,289

	FISCAL YEAR 2023			Variance with Amended Budget		PRIOR FYTD	
	Actual		Amended			4/30/2022	6/30/2022
	MTD	FYTD	Budget	$ Over / (Under)	%	Actual	Actual
Total Operating - Categorical						92,118	115,289
Total Federal Government Grants						92,118	115,289
Federal Government Transfers (Non-Grant)							
America Rescue Plan (ARP) Act of 2021 Fiscal Recovery Funds			5,195,000	(5,195,000)		1,852,402	2,392,072
State Government Grants							
Operating - Categorical							
Direct							
GA DOT Grant						123,530	128,729
Total Direct						123,530	128,729
Total Operating - Categorical						123,530	128,729
Direct (CDBG Grant Proceeds)		124,972	1,203,064	(1,078,092)	10.39%	612,689	669,508
Total State Government Grants		124,972	1,203,064	(1,078,092)	10.39%	736,219	798,237
Special purpose local option sales and use taxes						4,339,813	4,343,949
Transportation Special purpose local option sales and use taxes	367,844	3,721,307	3,727,500	(6,193)	99.83%	349,959	1,072,416
Total Intergovernmental revenue	367,844	3,846,279	10,125,564	(6,279,285)	37.99%	7,370,511	8,721,963
Intergovernmental - Exp	(1,885)	(55,755)	(71,900)	16,145	77.55%	(52,115)	(65,018)
Total Intergovernmental - net	365,959	3,790,524	10,053,664	(6,263,140)	37.70%	7,318,396	8,656,945
Interest Income							
Bank Account Interest	6	49		49		13	16
Total Interest/Investment Income	6	49		49		13	16
Principal		(24,744)	(1,914,750)	1,890,006	1.29%	(19,563)	(1,909,563)
Interest Expense		(29,910)	(67,710)	37,800	44.17%	(31,791)	(69,591)
Total principal and interest expense		(54,654)	(1,982,460)	1,927,806	2.76%	(51,354)	(1,979,154)
Gain (loss) on sale of capital assets							
Gain / Loss on Sale of Assets						31,743	46,006
Premium on Bond Issuance						43,131	
Total gain (loss) on sale of capital assets						74,874	46,006
TOTAL NON-OPERATING INCOME (EXPENSE)	**365,965**	**3,735,919**	**8,071,204**	**(4,335,285)**	**46.29%**	**7,341,929**	**6,723,813**
INCOME (LOSS) BEFORE TRANSFERS	**(152,682)**	**(5,517,602)**	**(5,427,508)**	**(90,094)**	**101.66%**	**3,282,970**	**2,061,388**
TRANSFERS							
Transfers - in	1,150	657,181	837,203	(180,022)	78.50%	871,647	901,496
Transfers - out		(66,097)	(92,400)	26,303	71.53%	(55,692)	(72,280)
TOTAL TRANSFERS - NET	**1,150**	**591,084**	**744,803**	**(153,719)**	**79.36%**	**815,955**	**829,216**
CHANGE IN NET POSITION	**($151,532)**	**($4,926,518)**	**($4,682,705)**	**($243,813)**	**105.21%**	**$4,098,925**	**$2,890,604**
CONTROL TOTALS							
Total Revenues	$430,065	$5,351,629	$11,822,067	($6,470,438)	45.27%	$9,021,605	$10,416,261
Total Expenditures	581,598	10,278,148	16,504,772	6,226,624	62.27%	4,922,681	7,525,657
Revenues less expenditures	(151,533)	(4,926,519)	(4,682,705)	243,814	105.21%	4,098,924	2,890,604
Difference	$1	$1		($1)	0.00%	$1	

INTERIM STATEMENTS by Fund
Special Revenue Funds
For the Ten Months Ending Sunday, April 30, 2023

FISCAL YEAR 2023			Variance with	PRIOR FYTD	
Actual		Amended	Amended Budget	4/30/2022	6/30/2022
MTD	FYTD	Budget	$ Over / (Under) %	Actual	Actual

INTERIM STATEMENTS by Fund
210-Confiscated Assets Fund
For the Ten Months Ending Sunday, April 30, 2023

	FISCAL YEAR 2023			Variance with Amended Budget		PRIOR FYTD	
	Actual		Amended			4/30/2022	6/30/2022
	MTD	FYTD	Budget	$ Over / (Under)	%	Actual	Actual
FINES AND FORFEITURES							
Bond confiscations							
Confiscations	$19,533	$27,455	$30,000	($2,545)	91.52%	$11,271	$11,271
Total Bond Confiscations	19,533	27,455	30,000	(2,545)	91.52%	11,271	11,271
Confiscations							
State Confiscations	999	999		999			
Federal Confiscations	29,409	43,131	30,000	13,131	143.77%	8,096	13,746
Total state and federal confiscations	30,408	44,130	30,000	14,130	147.10%	8,096	13,746
TOTAL FINES AND FORFEITURES	**49,941**	**71,585**	**60,000**	**11,585**	**119.31%**	**19,367**	**25,017**
TOTAL OPERATING REVENUE	**49,941**	**71,585**	**60,000**	**11,585**	**119.31%**	**19,367**	**25,017**
OPERATING EXPENSE							
Purchased or Contracted Services		112		(112)		8,700	8,700
Supplies		44,425	12,000	(32,425)	370.21%	2,378	2,378
Capital Outlay:							
Machinery and Equipment			87,200	87,200		85,356	85,356
Total Capital Outlay			87,200	87,200		85,356	85,356
Miscellaneous		3,048		(3,048)		450	450
TOTAL OPERATING EXPENSE		**47,585**	**99,200**	**51,615**	**47.97%**	**96,884**	**96,884**
OPERATING INCOME (LOSS)	**49,941**	**24,000**	**(39,200)**	**63,200**	**(61.22%)**	**(77,517)**	**(71,867)**
NON-OPERATING INCOME (EXPENSE)							
Intergovernmental							
Intergovernmental - Exp	(1,885)	(4,346)		(4,346)		(8,800)	(8,800)
Total Intergovernmental - net	(1,885)	(4,346)		(4,346)		(8,800)	(8,800)
Gain (loss) on sale of capital assets							
Gain / Loss on Sale of Assets						31,743	46,006
Total gain (loss) on sale of capital assets						31,743	46,006
TOTAL NON-OPERATING INCOME (EXPENSE)	**(1,885)**	**(4,346)**		**(4,346)**		**22,943**	**37,206**
INCOME (LOSS) BEFORE TRANSFERS	**48,056**	**19,654**	**(39,200)**	**58,854**	**(50.14%)**	**(54,574)**	**(34,661)**
CHANGE IN NET POSITION	**$48,056**	**$19,654**	**($39,200)**	**$58,854**	**(50.14%)**	**($54,574)**	**($34,661)**
CONTROL TOTALS							
Total Revenues	$49,941	$71,584	$60,000	$11,584	119.31%	$51,110	$71,023
Total Expenditures	1,885	51,931	99,200	47,269	52.35%	105,684	105,684
Revenues less expenditures	48,056	19,653	(39,200)	(58,853)	(50.14%)	(54,574)	(34,661)
Difference		$1		($1)	0.00%		

INTERIM STATEMENTS by Fund
220-COPS Hiring Program Grant
For the Ten Months Ending Sunday, April 30, 2023

	FISCAL YEAR 2023			Variance with Amended Budget		PRIOR FYTD	
	Actual		Amended			4/30/2022	6/30/2022
	MTD	FYTD	Budget	$ Over / (Under)	%	Actual	Actual
OPERATING EXPENSE							
Personal Services and Employee Benefits:							
Salaries and Wages						$59,130	$68,108
Employee Benefits						40,780	47,180
Total Personal Services and Employee Benefits						99,910	115,288
TOTAL OPERATING EXPENSE						**99,910**	**115,288**
OPERATING INCOME (LOSS)						**(99,910)**	**(115,288)**
NON-OPERATING INCOME (EXPENSE)							
Intergovernmental							
Federal Government Grants							
Operating - Categorical							
Direct						92,118	115,289
Total Operating - Categorical						92,118	115,289
Total Federal Government Grants						92,118	115,289
Total Intergovernmental revenue						92,118	115,289
Total Intergovernmental - net						92,118	115,289
TOTAL NON-OPERATING INCOME (EXPENSE)						**92,118**	**115,289**
INCOME (LOSS) BEFORE TRANSFERS						**(7,792)**	**1**
CHANGE IN NET POSITION					**0.00%**	**($7,792)**	**$1**
CONTROL TOTALS							
Total Revenues					0.00%	$92,118	$115,289
Total Expenditures					0.00%	99,909	115,289
Revenues less expenditures					0.00%	(7,791)	
Difference					0.00%	($1)	$1

INTERIM STATEMENTS by Fund
Community Development Block Grants
For the Ten Months Ending Sunday, April 30, 2023

	FISCAL YEAR 2023			Variance with Amended Budget		PRIOR FYTD	
	Actual		Amended			4/30/2022	6/30/2022
	MTD	FYTD	Budget	$ Over / (Under)	%	Actual	Actual
OPERATING EXPENSE							
Purchased or Contracted Services	$1,150	$19,030	$204,348	$185,318	9.31%	$28,690	$38,960
Capital Outlay:							
Property (Land and Buildings)		694,138	1,766,843	1,072,705	39.29%	678,368	758,386
Total Capital Outlay		694,138	1,766,843	1,072,705	39.29%	678,368	758,386
TOTAL OPERATING EXPENSE	**1,150**	**713,168**	**1,971,191**	**1,258,023**	**36.18%**	**707,058**	**797,346**
OPERATING INCOME (LOSS)	**(1,150)**	**(713,168)**	**(1,971,191)**	**1,258,023**	**36.18%**	**(707,058)**	**(797,346)**
NON-OPERATING INCOME (EXPENSE)							
Intergovernmental							
State Government Grants							
Direct (CDBG Grant Proceeds)		124,972	1,203,064	(1,078,092)	10.39%	612,689	669,508
Total State Government Grants		124,972	1,203,064	(1,078,092)	10.39%	612,689	669,508
Total Intergovernmental revenue		124,972	1,203,064	(1,078,092)	10.39%	612,689	669,508
Total Intergovernmental - net		124,972	1,203,064	(1,078,092)	10.39%	612,689	669,508
TOTAL NON-OPERATING INCOME (EXPENSE)		**124,972**	**1,203,064**	**(1,078,092)**	**10.39%**	**612,689**	**669,508**
INCOME (LOSS) BEFORE TRANSFERS	**(1,150)**	**(588,196)**	**(768,127)**	**179,931**	**76.58%**	**(94,369)**	**(127,838)**
TRANSFERS							
Transfers - in	1,150	657,181	837,203	(180,022)	78.50%	29,004	58,853
TOTAL TRANSFERS - NET	**1,150**	**657,181**	**837,203**	**(180,022)**	**78.50%**	**29,004**	**58,853**
CHANGE IN NET POSITION		**$68,985**	**$69,076**	**($91)**	**99.87%**	**($65,365)**	**($68,985)**
CONTROL TOTALS							
Total Revenues	$1,150	$782,153	$2,040,267	($1,258,114)	38.34%	$641,693	$728,360
Total Expenditures	1,150	713,168	1,971,191	1,258,023	36.18%	707,058	797,346
Revenues less expenditures		68,985	69,076	91	99.87%	(65,365)	(68,986)
Difference					0.00%		$1

INTERIM STATEMENTS by Fund
232-Community Development Block Grant 2019
For the Ten Months Ending Sunday, April 30, 2023

	FISCAL YEAR 2023 Actual MTD	FISCAL YEAR 2023 Actual FYTD	FISCAL YEAR 2023 Amended Budget	Variance with Amended Budget $ Over / (Under)	Variance with Amended Budget %	PRIOR FYTD 4/30/2022 Actual	PRIOR FYTD 6/30/2022 Actual
OPERATING EXPENSE							
Purchased or Contracted Services		$6,150	$70,065	$63,915	8.78%	$17,990	$22,940
Capital Outlay:							
Property (Land and Buildings)		675,347	413,208	(262,139)	163.44%	678,055	684,727
Total Capital Outlay		675,347	413,208	(262,139)	163.44%	678,055	684,727
TOTAL OPERATING EXPENSE		**681,497**	**483,273**	**(198,224)**	**141.02%**	**696,045**	**707,667**
OPERATING INCOME (LOSS)		**(681,497)**	**(483,273)**	**(198,224)**	**141.02%**	**(696,045)**	**(707,667)**
NON-OPERATING INCOME (EXPENSE)							
Intergovernmental							
State Government Grants							
Direct (CDBG Grant Proceeds)		114,161	114,161		100.00%	612,689	619,361
Total State Government Grants		114,161	114,161		100.00%	612,689	619,361
Total Intergovernmental revenue		114,161	114,161		100.00%	612,689	619,361
Total Intergovernmental - net		114,161	114,161		100.00%	612,689	619,361
TOTAL NON-OPERATING INCOME (EXPENSE)		**114,161**	**114,161**		**100.00%**	**612,689**	**619,361**
INCOME (LOSS) BEFORE TRANSFERS		**(567,336)**	**(369,112)**	**(198,224)**	**153.70%**	**(83,356)**	**(88,306)**
TRANSFERS							
Transfers - in		634,351	436,127	198,224	145.45%	17,990	21,290
TOTAL TRANSFERS - NET		**634,351**	**436,127**	**198,224**	**145.45%**	**17,990**	**21,290**
CHANGE IN NET POSITION		**$67,015**	**$67,015**		**100.00%**	**($65,366)**	**($67,016)**
CONTROL TOTALS							
Total Revenues		$748,512	$550,288	$198,224	136.02%	$630,679	$640,651
Total Expenditures		681,497	483,272	(198,225)	141.02%	696,045	707,667
Revenues less expenditures		67,015	67,016	1	100.00%	(65,366)	(67,016)
Difference			($1)	($1)	0.00%		

INTERIM STATEMENTS by Fund

233-Community Development Block Grant 2021

For the Ten Months Ending Sunday, April 30, 2023

	FISCAL YEAR 2023			Variance with Amended Budget		PRIOR FYTD	
	Actual		Amended			4/30/2022	6/30/2022
	MTD	FYTD	Budget	$ Over / (Under)	%	Actual	Actual
OPERATING EXPENSE							
Purchased or Contracted Services	$1,150	$12,880	$134,283	$121,403	9.59%	$10,700	$16,020
Capital Outlay:							
Property (Land and Buildings)		18,791	1,353,636	1,334,845	1.39%	314	73,659
Total Capital Outlay		18,791	1,353,636	1,334,845	1.39%	314	73,659
TOTAL OPERATING EXPENSE	**1,150**	**31,671**	**1,487,919**	**1,456,248**	**2.13%**	**11,014**	**89,679**
OPERATING INCOME (LOSS)	**(1,150)**	**(31,671)**	**(1,487,919)**	**1,456,248**	**2.13%**	**(11,014)**	**(89,679)**
NON-OPERATING INCOME (EXPENSE)							
Intergovernmental							
State Government Grants							
Direct (CDBG Grant Proceeds)		10,811	1,088,904	(1,078,093)	0.99%		50,147
Total State Government Grants		10,811	1,088,904	(1,078,093)	0.99%		50,147
Total Intergovernmental revenue		10,811	1,088,904	(1,078,093)	0.99%		50,147
Total Intergovernmental - net		10,811	1,088,904	(1,078,093)	0.99%		50,147
TOTAL NON-OPERATING INCOME (EXPENSE)		**10,811**	**1,088,904**	**(1,078,093)**	**0.99%**		**50,147**
INCOME (LOSS) BEFORE TRANSFERS	**(1,150)**	**(20,860)**	**(399,015)**	**378,155**	**5.23%**	**(11,014)**	**(39,532)**
TRANSFERS							
Transfers - in	1,150	22,830	401,076	(378,246)	5.69%	11,014	37,563
TOTAL TRANSFERS - NET	**1,150**	**22,830**	**401,076**	**(378,246)**	**5.69%**	**11,014**	**37,563**
CHANGE IN NET POSITION		**$1,970**	**$2,061**	**($91)**	**95.58%**		**($1,969)**
CONTROL TOTALS							
Total Revenues	$1,150	$33,641	$1,489,979	($1,456,338)	2.26%	$11,014	$87,709
Total Expenditures	1,150	31,671	1,487,919	1,456,248	2.13%	11,014	89,679
Revenues less expenditures		1,970	2,060	90	95.63%		(1,970)
Difference			$1	$1	0.00%		$1

	FISCAL YEAR 2023			Variance with Amended Budget		PRIOR FYTD	
	Actual		Amended			4/30/2022	6/30/2022
	MTD	FYTD	Budget	$ Over / (Under)	%	Actual	Actual
OPERATING EXPENSE							
Personal Services and Employee Benefits:							
Salaries and Wages						$665,298	$665,298
Employee Benefits						50,865	50,865
Total Personal Services and Employee Benefits						716,163	716,163
Purchased or Contracted Services		175,440	200,000	24,560	87.72%	59,381	59,381
Capital Outlay:							
Property (Land and Buildings)		714,878	3,900,000	3,185,122	18.33%	1,130,183	1,616,528
Machinery and Equipment	66,215	115,872	1,095,000	979,128	10.58%		
Total Capital Outlay	66,215	830,750	4,995,000	4,164,250	16.63%	1,130,183	1,616,528
TOTAL OPERATING EXPENSE	**66,215**	**1,006,190**	**5,195,000**	**4,188,810**	**19.37%**	**1,905,727**	**2,392,072**
OPERATING INCOME (LOSS)	**(66,215)**	**(1,006,190)**	**(5,195,000)**	**4,188,810**	**19.37%**	**(1,905,727)**	**(2,392,072)**
NON-OPERATING INCOME (EXPENSE)							
Intergovernmental							
Federal Government Transfers (Non-Grant)							
America Rescue Plan (ARP) Act of 2021 Fiscal Recovery Funds			5,195,000	(5,195,000)		1,852,402	2,392,072
Total Intergovernmental revenue			5,195,000	(5,195,000)		1,852,402	2,392,072
Total Intergovernmental - net			5,195,000	(5,195,000)		1,852,402	2,392,072
TOTAL NON-OPERATING INCOME (EXPENSE)			**5,195,000**	**(5,195,000)**		**1,852,402**	**2,392,072**
INCOME (LOSS) BEFORE TRANSFERS	**(66,215)**	**(1,006,190)**		**(1,006,190)**		**(53,325)**	
CHANGE IN NET POSITION	**($66,215)**	**($1,006,190)**		**($1,006,190)**	**0.00%**	**($53,325)**	
CONTROL TOTALS							
Total Revenues			$5,195,000	($5,195,000)	0.00%	$1,852,402	$2,392,072
Total Expenditures	66,215	1,006,190	5,195,000	4,188,810	19.37%	1,905,727	2,392,072
Revenues less expenditures	(66,215)	(1,006,190)		1,006,190	0.00%	(53,325)	

INTERIM STATEMENTS by Fund

251-Multiple Grant Fund

For the Ten Months Ending Sunday, April 30, 2023

	FISCAL YEAR 2023			Variance with Amended Budget		PRIOR FYTD	
	Actual		Amended			4/30/2022	6/30/2022
	MTD	FYTD	Budget	$ Over / (Under)	%	Actual	Actual
NON-OPERATING INCOME (EXPENSE)							
Intergovernmental							
Interest Income							
Bank Account Interest	$6	$49		$49		$13	$16
Total Interest/Investment Income	6	49		49		13	16
TOTAL NON-OPERATING INCOME (EXPENSE)	**6**	**49**		**49**		**13**	**16**
INCOME (LOSS) BEFORE TRANSFERS	**6**	**49**		**49**		**13**	**16**
CHANGE IN NET POSITION	**$6**	**$49**		**$49**	**0.00%**	**$13**	**$16**
CONTROL TOTALS							
Total Revenues	$6	$49		$49	0.00%	$13	$16
Revenues less expenditures	6	49		(49)	0.00%	13	16

INTERIM STATEMENTS by Fund

254-FEMA Grants Fund

For the Ten Months Ending Sunday, April 30, 2023

	FISCAL YEAR 2023			Variance with Amended Budget		PRIOR FYTD	
	Actual		Amended			4/30/2022	6/30/2022
	MTD	FYTD	Budget	$ Over / (Under)	%	Actual	Actual
RENTS AND ROYALTIES							
Misc Revenue		$200		$200			
TOTAL RENTS AND ROYALTIES		**200**		**200**			
TOTAL OPERATING REVENUE		**200**		**200**			
OPERATING EXPENSE							
Personal Services and Employee Benefits:							
Salaries and Wages	13,326	670,743		(670,743)			
Total Personal Services and Employee Benefits	13,326	670,743		(670,743)			
Purchased or Contracted Services	489,968	5,314,703		(5,314,703)			
Utilities:							
Gasoline		50		(50)			
Total Utilities		50		(50)			
Supplies	2,412	123,119		(123,119)		3,065	3,065
Capital Outlay:							
Property (Land and Buildings)	2,231	634,237		(634,237)			
Total Capital Outlay	2,231	634,237		(634,237)			
TOTAL OPERATING EXPENSE	**507,937**	**6,742,852**		**(6,742,852)**		**3,065**	**3,065**
OPERATING INCOME (LOSS)	**(507,937)**	**(6,742,652)**		**(6,742,652)**		**(3,065)**	**(3,065)**
Intergovernmental							
INCOME (LOSS) BEFORE TRANSFERS	**(507,937)**	**(6,742,652)**		**(6,742,652)**		**(3,065)**	**(3,065)**
CHANGE IN NET POSITION	**($507,937)**	**($6,742,652)**		**($6,742,652)**	**0.00%**	**($3,065)**	**($3,065)**
CONTROL TOTALS							
Total Revenues		$200		$200	0.00%		
Total Expenditures	507,938	6,742,852		(6,742,852)	0.00%	3,065	3,065
Revenues less expenditures	(507,938)	(6,742,652)		6,742,652	0.00%	(3,065)	(3,065)
Difference	$1				0.00%		

INTERIM STATEMENTS by Fund

271-Tax Allocation District (TAD #1)

For the Ten Months Ending Sunday, April 30, 2023

	FISCAL YEAR 2023			Variance with Amended Budget		PRIOR FYTD	
	Actual		Amended			4/30/2022	6/30/2022
	MTD	FYTD	Budget	$ Over / (Under)	%	Actual	Actual
TAXES							
Real property - current year	$2,633	$212,598	$130,000	$82,598	163.54%	$120,061	$122,406
Total Taxes	2,633	212,598	130,000	(82,598)	163.54%	120,061	122,406
Total Taxes and Franchise taxes	2,633	212,598	130,000	(82,598)	163.54%	120,061	122,406
TOTAL TAXES	**2,633**	**212,598**	**130,000**	**82,598**	**163.54%**	**120,061**	**122,406**
TOTAL OPERATING REVENUE	**2,633**	**212,598**	**130,000**	**82,598**	**163.54%**	**120,061**	**122,406**
OPERATING INCOME (LOSS)	**2,633**	**212,598**	**130,000**	**82,598**	**163.54%**	**120,061**	**122,406**
Intergovernmental							
INCOME (LOSS) BEFORE TRANSFERS	**2,633**	**212,598**	**130,000**	**82,598**	**163.54%**	**120,061**	**122,406**
CHANGE IN NET POSITION	**$2,633**	**$212,598**	**$130,000**	**$82,598**	**163.54%**	**$120,061**	**$122,406**
CONTROL TOTALS							
Total Revenues	$2,633	$212,598	$130,000	$82,598	163.54%	$120,061	$122,406
Revenues less expenditures	2,633	212,598	130,000	(82,598)	163.54%	120,061	122,406

INTERIM STATEMENTS by Fund

272-Tax Allocation District (TAD #2)

For the Ten Months Ending Sunday, April 30, 2023

	FISCAL YEAR 2023			Variance with Amended Budget		PRIOR FYTD	
	Actual		Amended			4/30/2022	6/30/2022
	MTD	FYTD	Budget	$ Over / (Under)	%	Actual	Actual
TAXES							
Real property - current year	$6,867	$416,940	$480,000	($63,060)	86.86%	$444,360	$444,360
Total Taxes	6,867	416,940	480,000	63,060	86.86%	444,360	444,360
Total Taxes and Franchise taxes	6,867	416,940	480,000	63,060	86.86%	444,360	444,360
TOTAL TAXES	**6,867**	**416,940**	**480,000**	**(63,060)**	**86.86%**	**444,360**	**444,360**
TOTAL OPERATING REVENUE	**6,867**	**416,940**	**480,000**	**(63,060)**	**86.86%**	**444,360**	**444,360**
OPERATING INCOME (LOSS)	**6,867**	**416,940**	**480,000**	**(63,060)**	**86.86%**	**444,360**	**444,360**
NON-OPERATING INCOME (EXPENSE)							
Intergovernmental							
Principal		(24,744)	(24,750)	6	99.98%	(19,563)	(19,563)
Interest Expense		(29,910)	(29,910)		100.00%	(30,692)	(30,692)
Total principal and interest expense		(54,654)	(54,660)	6	99.99%	(50,255)	(50,255)
TOTAL NON-OPERATING INCOME (EXPENSE)		**(54,654)**	**(54,660)**	**6**	**99.99%**	**(50,255)**	**(50,255)**
INCOME (LOSS) BEFORE TRANSFERS	**6,867**	**362,286**	**425,340**	**(63,054)**	**85.18%**	**394,105**	**394,105**
CHANGE IN NET POSITION	**$6,867**	**$362,286**	**$425,340**	**($63,054)**	**85.18%**	**$394,105**	**$394,105**
CONTROL TOTALS							
Total Revenues	$6,867	$416,940	$480,000	($63,060)	86.86%	$444,360	$444,360
Total Expenditures		54,654	54,660	6	99.99%	50,255	50,255
Revenues less expenditures	6,867	362,286	425,340	63,054	85.18%	394,105	394,105

INTERIM STATEMENTS by Fund
275-Hotel / Motel Tax Fund
For the Ten Months Ending Sunday, April 30, 2023

	FISCAL YEAR 2023			Variance with Amended Budget		PRIOR FYTD	
	Actual		Amended			4/30/2022	6/30/2022
	MTD	FYTD	Budget	$ Over / (Under)	%	Actual	Actual
TAXES							
Hotel/Motel		$117,506	$164,300	($46,794)	71.52%	$99,007	$128,498
Total selective sales and use taxes		117,506	164,300	(46,794)	71.52%	99,007	128,498
TOTAL TAXES		**117,506**	**164,300**	**(46,794)**	**71.52%**	**99,007**	**128,498**
TOTAL OPERATING REVENUE		**117,506**	**164,300**	**(46,794)**	**71.52%**	**99,007**	**128,498**
OPERATING INCOME (LOSS)		**117,506**	**164,300**	**(46,794)**	**71.52%**	**99,007**	**128,498**
NON-OPERATING INCOME (EXPENSE)							
Intergovernmental							
Intergovernmental - Exp		(51,409)	(71,900)	20,491	71.50%	(43,316)	(56,218)
Total Intergovernmental - net		(51,409)	(71,900)	20,491	71.50%	(43,316)	(56,218)
TOTAL NON-OPERATING INCOME (EXPENSE)		**(51,409)**	**(71,900)**	**20,491**	**71.50%**	**(43,316)**	**(56,218)**
INCOME (LOSS) BEFORE TRANSFERS		**66,097**	**92,400**	**(26,303)**	**71.53%**	**55,691**	**72,280**
TRANSFERS							
Transfers - out		(66,097)	(92,400)	26,303	71.53%	(55,692)	(72,280)
TOTAL TRANSFERS - NET		**(66,097)**	**(92,400)**	**26,303**	**71.53%**	**(55,692)**	**(72,280)**
CHANGE IN NET POSITION					**0.00%**	**($1)**	
CONTROL TOTALS							
Total Revenues		$117,506	$164,300	($46,794)	71.52%	$99,007	$128,498
Total Expenditures		117,506	164,300	46,794	71.52%	99,007	128,498
Difference					0.00%	($1)	

INTERIM STATEMENTS by Fund
282-Court Technology Fund
For the Ten Months Ending Sunday, April 30, 2023

	FISCAL YEAR 2023			Variance with Amended Budget		PRIOR FYTD	
	Actual		Amended			4/30/2022	6/30/2022
	MTD	FYTD	Budget	$ Over / (Under)	%	Actual	Actual
FINES AND FORFEITURES							
Court							
Fine Surcharge - Technology - Court	$1,625	$29,292	$25,000	$4,292	117.17%	$21,765	$26,500
Total court revenues and fines	1,625	29,292	25,000	4,292	117.17%	21,765	26,500
TOTAL FINES AND FORFEITURES	**1,625**	**29,292**	**25,000**	**4,292**	**117.17%**	**21,765**	**26,500**
TOTAL OPERATING REVENUE	**1,625**	**29,292**	**25,000**	**4,292**	**117.17%**	**21,765**	**26,500**
OPERATING EXPENSE							
Purchased or Contracted Services	274	12,960	14,430	1,470	89.81%	14,630	14,630
Inter-Departmental Charges	199	1,992	2,390	398	83.35%		
TOTAL OPERATING EXPENSE	**473**	**14,952**	**16,820**	**1,868**	**88.89%**	**14,630**	**14,630**
OPERATING INCOME (LOSS)	**1,152**	**14,340**	**8,180**	**6,160**	**175.31%**	**7,135**	**11,870**
Intergovernmental							
INCOME (LOSS) BEFORE TRANSFERS	**1,152**	**14,340**	**8,180**	**6,160**	**175.31%**	**7,135**	**11,870**
CHANGE IN NET POSITION	**$1,152**	**$14,340**	**$8,180**	**$6,160**	**175.31%**	**$7,135**	**$11,870**
CONTROL TOTALS							
Total Revenues	$1,625	$29,292	$25,000	$4,292	117.17%	$21,765	$26,500
Total Expenditures	473	14,952	16,820	1,868	88.89%	14,630	14,630
Revenues less expenditures	1,152	14,340	8,180	(6,160)	175.31%	7,135	11,870

INTERIM STATEMENTS by Fund

283-Police Donations Fund

For the Ten Months Ending Sunday, April 30, 2023

	FISCAL YEAR 2023			Variance with Amended Budget		PRIOR FYTD	
	Actual		Amended			4/30/2022	6/30/2022
	MTD	FYTD	Budget	$ Over / (Under)	%	Actual	Actual
OPERATING EXPENSE							
Purchased or Contracted Services						($150)	($150)
Supplies						2,084	2,084
TOTAL OPERATING EXPENSE						**1,934**	**1,934**
OPERATING INCOME (LOSS)						**(1,934)**	**(1,934)**
Intergovernmental							
INCOME (LOSS) BEFORE TRANSFERS						**(1,934)**	**(1,934)**
CHANGE IN NET POSITION					**0.00%**	**($1,934)**	**($1,934)**
CONTROL TOTALS							
Total Expenditures					0.00%	1,934	1,934
Revenues less expenditures					0.00%	(1,934)	(1,934)

INTERIM STATEMENTS by Fund
320-SPLOST Fund 2009
For the Ten Months Ending Sunday, April 30, 2023

	FISCAL YEAR 2023			Variance with		PRIOR FYTD	
	Actual		Amended	Amended Budget		4/30/2022	6/30/2022
	MTD	FYTD	Budget	$ Over / (Under)	%	Actual	Actual
OPERATING EXPENSE							
Purchased or Contracted Services						$25	$25
Capital Outlay:							
Property (Land and Buildings)						300,351	300,351
Total Capital Outlay						300,351	300,351
TOTAL OPERATING EXPENSE						**300,376**	**300,376**
OPERATING INCOME (LOSS)						**(300,376)**	**(300,376)**
NON-OPERATING INCOME (EXPENSE)							
Intergovernmental							
State Government Grants							
Operating - Categorical							
Direct							
GA DOT Grant						77,351	77,351
Total Direct						77,351	77,351
Total Operating - Categorical						77,351	77,351
Total State Government Grants						77,351	77,351
Total Intergovernmental revenue						77,351	77,351
Total Intergovernmental - net						77,351	77,351
TOTAL NON-OPERATING INCOME (EXPENSE)						**77,351**	**77,351**
INCOME (LOSS) BEFORE TRANSFERS						**(223,025)**	**(223,025)**
CHANGE IN NET POSITION					**0.00%**	**($223,025)**	**($223,025)**
CONTROL TOTALS							
Total Revenues					0.00%	$77,351	$77,351
Total Expenditures					0.00%	300,376	300,376
Revenues less expenditures					0.00%	(223,025)	(223,025)

INTERIM STATEMENTS by Fund

321-SPLOST Fund 2016

For the Ten Months Ending Sunday, April 30, 2023

	FISCAL YEAR 2023			Variance with Amended Budget		PRIOR FYTD	
	Actual		Amended			4/30/2022	6/30/2022
	MTD	FYTD	Budget	$ Over / (Under)	%	Actual	Actual
OPERATING EXPENSE							
Purchased or Contracted Services		$910,947	$300,000	($610,947)	303.65%	$1,457,430	$1,472,985
Capital Outlay:							
Property (Land and Buildings)	3,938	144,547	1,975,885	1,831,338	7.32%	176,507	214,626
Total Capital Outlay	3,938	144,547	1,975,885	1,831,338	7.32%	176,507	214,626
TOTAL OPERATING EXPENSE	**3,938**	**1,055,494**	**2,275,885**	**1,220,391**	**46.38%**	**1,633,937**	**1,687,611**
OPERATING INCOME (LOSS)	**(3,938)**	**(1,055,494)**	**(2,275,885)**	**1,220,391**	**46.38%**	**(1,633,937)**	**(1,687,611)**
NON-OPERATING INCOME (EXPENSE)							
Intergovernmental							
State Government Grants							
Operating - Categorical							
Direct							
GA DOT Grant						46,178	51,378
Total Direct						46,178	51,378
Total Operating - Categorical						46,178	51,378
Total State Government Grants						46,178	51,378
Special purpose local option sales and use taxes						4,339,813	4,343,949
Total Intergovernmental revenue						4,385,991	4,395,327
Total Intergovernmental - net						4,385,991	4,395,327
Principal			(1,890,000)	1,890,000			(1,890,000)
Interest Expense			(37,800)	37,800		(1,099)	(38,899)
Total principal and interest expense			(1,927,800)	1,927,800		(1,099)	(1,928,899)
Gain (loss) on sale of capital assets							
Premium on Bond Issuance						43,131	
Total gain (loss) on sale of capital assets						43,131	
TOTAL NON-OPERATING INCOME (EXPENSE)			**(1,927,800)**	**1,927,800**		**4,428,023**	**2,466,428**
INCOME (LOSS) BEFORE TRANSFERS	**(3,938)**	**(1,055,494)**	**(4,203,685)**	**3,148,191**	**25.11%**	**2,794,086**	**778,817**
TRANSFERS							
Transfers - in						842,644	842,644
TOTAL TRANSFERS - NET						**842,644**	**842,644**
CHANGE IN NET POSITION	**($3,938)**	**($1,055,494)**	**($4,203,685)**	**$3,148,191**	**25.11%**	**$3,636,730**	**$1,621,461**
CONTROL TOTALS							
Total Revenues					0.00%	$5,271,766	$5,237,970
Total Expenditures	3,938	1,055,494	4,203,685	3,148,191	25.11%	1,635,036	3,616,509
Revenues less expenditures	(3,938)	(1,055,494)	(4,203,685)	(3,148,191)	25.11%	3,636,730	1,621,461

	FISCAL YEAR 2023			Variance with Amended Budget		PRIOR FYTD	
	Actual		Amended			4/30/2022	6/30/2022
	MTD	FYTD	Budget	$ Over / (Under)	%	Actual	Actual
OPERATING EXPENSE							
Purchased or Contracted Services		$521,402		($521,402)			
Capital Outlay:							
Property (Land and Buildings)			4,799,916	4,799,916			
Total Capital Outlay			4,799,916	4,799,916			
TOTAL OPERATING EXPENSE		**521,402**	**4,799,916**	**4,278,514**	**10.86%**		
OPERATING INCOME (LOSS)		**(521,402)**	**(4,799,916)**	**4,278,514**	**10.86%**		
NON-OPERATING INCOME (EXPENSE)							
Intergovernmental							
Transportation Special purpose local option sales and use taxes	367,844	3,721,307	3,727,500	(6,193)	99.83%	349,959	1,072,416
Total Intergovernmental revenue	367,844	3,721,307	3,727,500	(6,193)	99.83%	349,959	1,072,416
Total Intergovernmental - net	367,844	3,721,307	3,727,500	(6,193)	99.83%	349,959	1,072,416
TOTAL NON-OPERATING INCOME (EXPENSE)	**367,844**	**3,721,307**	**3,727,500**	**(6,193)**	**99.83%**	**349,959**	**1,072,416**
INCOME (LOSS) BEFORE TRANSFERS	**367,844**	**3,199,905**	**(1,072,416)**	**4,272,321**	**(298.38%)**	**349,959**	**1,072,416**
CHANGE IN NET POSITION	**$367,844**	**$3,199,905**	**($1,072,416)**	**$4,272,321**	**(298.38%)**	**$349,959**	**$1,072,416**
CONTROL TOTALS							
Total Revenues	$367,844	$3,721,307	$3,727,500	($6,193)	99.83%	$349,959	$1,072,416
Total Expenditures		521,402	4,799,916	4,278,514	10.86%		
Revenues less expenditures	367,844	3,199,905	(1,072,416)	(4,272,321)	(298.38%)	349,959	1,072,416

	FISCAL YEAR 2023			Variance with Amended Budget		PRIOR FYTD	
	Actual		Amended			4/30/2022	6/30/2022
	MTD	FYTD	Budget	$ Over / (Under)	%	Actual	Actual
CHARGES FOR SERVICES							
Other charges for services							
Cemetery Opening/Closing Fee						$500	$500
Site Sales	10,600	65,450		65,450		64,897	76,997
Niche Engraving		200		200			
Total other charges for services	10,600	65,650		65,650		65,397	77,497
TOTAL CHARGES FOR SERVICES	**10,600**	**65,650**		**65,650**		**65,397**	**77,497**
RENTS AND ROYALTIES							
Third-party Sales		450		450		360	585
TOTAL RENTS AND ROYALTIES		**450**		**450**		**360**	**585**
TOTAL OPERATING REVENUE	**10,600**	**66,100**		**66,100**		**65,757**	**78,082**
OPERATING EXPENSE							
Purchased or Contracted Services		560		(560)		1,242	1,624
TOTAL OPERATING EXPENSE		**560**		**(560)**		**1,242**	**1,624**
OPERATING INCOME (LOSS)	**10,600**	**65,540**		**65,540**		**64,515**	**76,458**
NON-OPERATING INCOME (EXPENSE)							
Intergovernmental							
Interest Income							
Bank Account Interest	406	11,489		11,489		11,489	14,787
Bank Account Interest	2,315	24,141		24,141		28,909	38,613
Dividends	10,662	68,987		68,987		65,945	70,613
Unrealized Gain/Loss on Investments	52,837	234,457		234,457		(293,327)	(515,178)
Total Interest/Investment Income	66,220	339,074		339,074		(186,984)	(391,165)
Contributions and donations							
Contributed Capital		5,000		5,000		58,122	70,222
Total contributions and donations		5,000		5,000		58,122	70,222
TOTAL NON-OPERATING INCOME (EXPENSE)	**66,220**	**344,074**		**344,074**		**(128,862)**	**(320,943)**
INCOME (LOSS) BEFORE TRANSFERS	**76,820**	**409,614**		**409,614**		**(64,347)**	**(244,485)**
TRANSFERS							
Transfers - out	(20,000)	(200,000)		(200,000)		(200,000)	(260,000)
TOTAL TRANSFERS - NET	**(20,000)**	**(200,000)**		**(200,000)**		**(200,000)**	**(260,000)**
CHANGE IN NET POSITION	**$56,820**	**$209,614**		**$209,614**	**0.00%**	**($264,347)**	**($504,485)**
CONTROL TOTALS							
Total Revenues	$76,820	$410,174		$410,174	0.00%	($63,105)	($242,861)
Total Expenditures	20,000	200,560		(200,560)	0.00%	201,242	261,624
Revenues less expenditures	56,820	209,614		(209,614)	0.00%	(264,347)	(504,485)

INTERIM STATEMENTS by Fund
771-OPEB Fund
For the Ten Months Ending Sunday, April 30, 2023

	FISCAL YEAR 2023			Variance with Amended Budget		PRIOR FYTD	
	Actual		Amended			4/30/2022	6/30/2022
	MTD	FYTD	Budget	$ Over / (Under)	%	Actual	Actual
Intergovernmental							
TRANSFERS							
Transfers - out	($20,000)	($200,000)		($200,000)		($200,000)	($260,000)
TOTAL TRANSFERS - NET	**(20,000)**	**(200,000)**		**(200,000)**		**(200,000)**	**(260,000)**
CHANGE IN NET POSITION	**($20,000)**	**($200,000)**		**($200,000)**	**0.00%**	**($200,000)**	**($260,000)**
CONTROL TOTALS							
Total Expenditures	20,000	200,000		(200,000)	0.00%	200,000	260,000
Revenues less expenditures	(20,000)	(200,000)		200,000	0.00%	(200,000)	(260,000)

INTERIM STATEMENTS by Fund
791-Cemetery Trust Fund
For the Ten Months Ending Sunday, April 30, 2023

	FISCAL YEAR 2023			Variance with		PRIOR FYTD	
	Actual		Amended	Amended Budget		4/30/2022	6/30/2022
	MTD	FYTD	Budget	$ Over / (Under)	%	Actual	Actual
CHARGES FOR SERVICES							
Other charges for services							
Cemetery Opening/Closing Fee						$500	$500
Site Sales	10,600	65,450		65,450		64,897	76,997
Niche Engraving		200		200			
Total other charges for services	10,600	65,650		65,650		65,397	77,497
TOTAL CHARGES FOR SERVICES	**10,600**	**65,650**		**65,650**		**65,397**	**77,497**
RENTS AND ROYALTIES							
Third-party Sales		450		450		360	585
TOTAL RENTS AND ROYALTIES		**450**		**450**		**360**	**585**
TOTAL OPERATING REVENUE	**10,600**	**66,100**		**66,100**		**65,757**	**78,082**
OPERATING EXPENSE							
Purchased or Contracted Services		385		(385)		851	1,132
TOTAL OPERATING EXPENSE		**385**		**(385)**		**851**	**1,132**
OPERATING INCOME (LOSS)	**10,600**	**65,715**		**65,715**		**64,906**	**76,950**
NON-OPERATING INCOME (EXPENSE)							
Intergovernmental							
Interest Income							
Dividends	10,662	68,987		68,987		65,945	70,613
Unrealized Gain/Loss on Investments	49,878	255,234		255,234		(180,873)	(387,605)
Total Interest/Investment Income	60,540	324,221		324,221		(114,928)	(316,992)
Contributions and donations							
Contributed Capital		5,000		5,000		58,122	70,222
Total contributions and donations		5,000		5,000		58,122	70,222
TOTAL NON-OPERATING INCOME (EXPENSE)	**60,540**	**329,221**		**329,221**		**(56,806)**	**(246,770)**
INCOME (LOSS) BEFORE TRANSFERS	**71,140**	**394,936**		**394,936**		**8,100**	**(169,820)**
CHANGE IN NET POSITION	**$71,140**	**$394,936**		**$394,936**	**0.00%**	**$8,100**	**($169,820)**
CONTROL TOTALS							
Total Revenues	$71,140	$395,320		$395,320	0.00%	$8,951	($168,688)
Total Expenditures		385		(385)	0.00%	851	1,132
Revenues less expenditures	71,140	394,935		(394,935)	0.00%	8,100	(169,820)
Difference		$1		($1)	0.00%		

INTERIM STATEMENTS by Fund

792-Mausoleum Trust Fund

For the Ten Months Ending Sunday, April 30, 2023

	FISCAL YEAR 2023			Variance with Amended Budget		PRIOR FYTD	
	Actual		Amended			4/30/2022	6/30/2022
	MTD	FYTD	Budget	$ Over / (Under)	%	Actual	Actual
OPERATING EXPENSE							
Purchased or Contracted Services		$48		($48)		$102	$126
TOTAL OPERATING EXPENSE		**48**		**(48)**		**102**	**126**
OPERATING INCOME (LOSS)		**(48)**		**(48)**		**(102)**	**(126)**
NON-OPERATING INCOME (EXPENSE)							
Intergovernmental							
Interest Income							
Bank Account Interest	406	11,489		11,489		11,489	14,787
Unrealized Gain/Loss on Investments	1,149	(7,847)		(7,847)		(33,253)	(37,356)
Total Interest/Investment Income	1,555	3,642		3,642		(21,764)	(22,569)
TOTAL NON-OPERATING INCOME (EXPENSE)	**1,555**	**3,642**		**3,642**		**(21,764)**	**(22,569)**
INCOME (LOSS) BEFORE TRANSFERS	**1,555**	**3,594**		**3,594**		**(21,866)**	**(22,695)**
CHANGE IN NET POSITION	**$1,555**	**$3,594**		**$3,594**	**0.00%**	**($21,866)**	**($22,695)**
CONTROL TOTALS							
Total Revenues	$1,555	$3,642		$3,642	0.00%	($21,763)	($22,570)
Total Expenditures		48		(48)	0.00%	102	126
Revenues less expenditures	1,555	3,594		(3,594)	0.00%	(21,865)	(22,696)
Difference					0.00%	($1)	$1

INTERIM STATEMENTS by Fund

793-Light Water Sewer (LWS) Emergency Trust Fund

For the Ten Months Ending Sunday, April 30, 2023

	FISCAL YEAR 2023			Variance with Amended Budget		PRIOR FYTD	
	Actual		Amended			4/30/2022	6/30/2022
	MTD	FYTD	Budget	$ Over / (Under)	%	Actual	Actual
OPERATING EXPENSE							
Purchased or Contracted Services		$126		($126)		$289	$365
TOTAL OPERATING EXPENSE		**126**		**(126)**		**289**	**365**
OPERATING INCOME (LOSS)		**(126)**		**(126)**		**(289)**	**(365)**
NON-OPERATING INCOME (EXPENSE)							
Intergovernmental							
Interest Income							
Bank Account Interest	2,315	24,141		24,141		28,909	38,613
Unrealized Gain/Loss on Investments	1,809	(12,929)		(12,929)		(79,201)	(90,217)
Total Interest/Investment Income	4,124	11,212		11,212		(50,292)	(51,604)
TOTAL NON-OPERATING INCOME (EXPENSE)	**4,124**	**11,212**		**11,212**		**(50,292)**	**(51,604)**
INCOME (LOSS) BEFORE TRANSFERS	**4,124**	**11,086**		**11,086**		**(50,581)**	**(51,969)**
CHANGE IN NET POSITION	**$4,124**	**$11,086**		**$11,086**	**0.00%**	**($50,581)**	**($51,969)**
CONTROL TOTALS							
Total Revenues	$4,125	$11,212		$11,212	0.00%	($50,292)	($51,603)
Total Expenditures		126		(126)	0.00%	289	365
Revenues less expenditures	4,125	11,086		(11,086)	0.00%	(50,581)	(51,968)
Difference	($1)				0.00%		($1)

INTERIM STATEMENTS by Fund
Business-Type Activities
For the Ten Months Ending Sunday, April 30, 2023

	FISCAL YEAR 2023			Variance with		PRIOR FYTD	
	Actual		Amended	Amended Budget		4/30/2022	6/30/2022
	MTD	FYTD	Budget	$ Over / (Under)	%	Actual	Actual
OPERATING REVENUE							
LICENSE AND PERMITS							
Non-business licenses and permits:							
Building and signs:							
Other permits	$450	$1,050		$1,050			
Total building and sign permits	450	1,050		1,050			
Total non-business licenses and permits	450	1,050		1,050			
TOTAL LICENSES AND PERMITS	**450**	**1,050**		**1,050**			
CHARGES FOR SERVICES							
General government:							
Motor pool charges	89,054	890,966	1,031,705	(140,739)	86.36%	954,450	954,450
Total general government	89,054	890,966	1,031,705	140,739	86.36%	954,450	954,450
Streets and public improvements	28	107		107		571	679
Utilities / enterprise charges and fees							
Fees - Collection - Residential	240,349	2,323,125	3,087,000	(763,875)	75.26%	2,008,452	2,657,580
Fees - Collection - Commercial	103,095	960,562	1,081,500	(120,938)	88.82%	795,866	1,046,818
Fees - Transfer Station	131,012	1,337,955	1,680,000	(342,045)	79.64%	1,240,711	1,520,818
Fees - Special Handling	1,145	13,865	21,000	(7,135)	66.02%	12,360	15,985
Fees - Rolloff Containers	50,510	490,941	563,050	(72,109)	87.19%	387,760	471,965
Fees - Yard Waste Disposal	72,278	701,312	875,700	(174,388)	80.09%	611,184	809,155
Fees - Yard Waste Special Handling	(45)	(195)		(195)		(14)	(14)
Sale of Recycled Materials	9,885	44,383	15,000	29,383	295.89%	19,042	35,868
Permit Fees - Commercial Hauler	200	2,400	1,500	900	160.00%	1,655	2,955
Fees - Landfill Use	223,748	1,940,476	2,476,382	(535,906)	78.36%	1,771,777	2,091,035
Water Institutional	21,852	256,409	415,008	(158,599)	61.78%	288,269	339,254
Fees - Water Industrial	58,799	617,698	746,453	(128,755)	82.75%	546,068	707,396
Fees - Water Residential	345,410	3,593,221	4,354,751	(761,530)	82.51%	3,083,946	4,115,226
Fees - Water Commercial	127,660	1,080,179	1,132,461	(52,282)	95.38%	832,345	1,147,030
Pass-Thru Water Spalding County	(472,950)	(3,714,737)	(4,013,462)	298,725	92.56%	(3,623,456)	(5,879,514)
Fees - Fire Hydrant Water	1,646	46,962	42,500	4,462	110.50%	47,241	59,983
Fees - Water Lock Cut	150	850	1,500	(650)	56.67%	1,065	1,615
Bulk Water - Spalding County	722,326	7,994,521	9,564,252	(1,569,731)	83.59%	6,875,777	9,274,991
Bulk Water - Williamson	5,097	66,745	84,480	(17,735)	79.01%	67,549	94,313
Bulk Water - Zebulon	33,273	421,049	393,198	27,851	107.08%	303,273	417,225
Bulk Water - Butts County	2,927	36,631	27,156	9,475	134.89%	19,079	32,047
Bulk Water - Coweta County	495,600	5,059,500	6,132,000	(1,072,500)	82.51%	2,719,320	3,441,130
Bulk Water - Springs Water						221	221
Bulk Water - City of Concord	2	3,606	56	3,550	6,439.29%	90	151
Fees - Water Irrigation	15,090	341,610	300,000	41,610	113.87%	246,575	341,212
Fees - Meter Install	4,705	19,585	17,700	1,885	110.65%	24,405	30,365
Sewer Flat - Industrial	42,924	605,128	656,644	(51,516)	92.15%	481,385	644,259
Sewer Flat - Residential	476,037	4,807,269	5,975,430	(1,168,161)	80.45%	4,148,561	5,545,442
Sewer Flat - Commercial	221,263	2,303,117	2,801,169	(498,052)	82.22%	1,976,998	2,590,129
Sewer Tap Fee	(6,300)	4,200	42,770	(38,570)	9.82%	6,685	10,885
Stormwater - Residential Upper Tier	34,577	332,497	390,896	(58,399)	85.06%	289,755	1,177,301
Stormwater - Residential Lower Tier	17,711	173,691	204,346	(30,655)	85.00%	149,013	196,341
Stormwater - Commercial Fees	187,279	1,787,952	2,131,041	(343,089)	83.90%	1,591,030	2,060,909
Sewer - Sun City	119,557	1,132,818		1,132,818		921,059	1,245,644
Sewer - Highland Mills						39,178	39,178
Fees - Electric Residential Service	1,299,000	15,185,672	17,000,000	(1,814,328)	89.33%	12,582,663	16,621,323

	FISCAL YEAR 2023			Variance with Amended Budget		PRIOR FYTD	
	Actual		Amended			4/30/2022	6/30/2022
	MTD	FYTD	Budget	$ Over / (Under)	%	Actual	Actual
Fees - Electric Commercial Service	1,454,231	14,965,450	17,877,500	(2,912,050)	83.71%	13,004,192	16,905,666
Fees - Electric Industrial Service	667,285	6,290,421	7,142,570	(852,149)	88.07%	5,289,363	6,822,029
Fees - Electric Fuel Adjustment	573,296	5,970,561	8,000,000	(2,029,439)	74.63%	5,914,372	7,704,154
Fees - Electric Temporary Service	250	2,700	6,000	(3,300)	45.00%	3,300	3,550
Fees - Pole Rental Current Year	132,925	293,503	200,000	93,503	146.75%	137,667	297,602
ECCR Adjustment	108,175	1,593,139	2,030,200	(437,061)	78.47%	1,621,372	2,095,615
Total utilities / enterprise charges and fees	7,521,974	79,086,771	93,457,751	(14,370,980)	84.62%	66,437,153	86,734,837
Other / enterprise charges and fees							
Green Fees	38,704	209,507	180,000	29,507	116.39%	127,121	182,723
Handicap Fees			600	(600)			
Golf Cart Rentals	6,302	154,153	180,000	(25,847)	85.64%	125,892	180,689
Merchandise Sales	5,025	45,137	40,000	5,137	112.84%	27,136	39,945
Driving Range Fees	2,835	19,622	15,000	4,622	130.81%	12,396	18,071
Special Fees			25,000	(25,000)			
Membership Fees	2,450	25,550	11,000	14,550	232.27%	17,800	27,950
Food & Beverage	2,735	26,860	30,000	(3,140)	89.53%	20,110	28,244
Beer Sales	2,172	13,080	12,000	1,080	109.00%	9,362	13,556
Pull Cart Rentals			7,500	(7,500)		3,839	3,839
Tournament Fees	3,524	29,407	7,500	21,907	392.09%	8,467	14,469
Fiber Fees	44,586	442,048	507,620	(65,572)	87.08%	379,370	502,067
Telecom - Internal Customer Fees	36,864	368,639	506,510	(137,871)	72.78%	321,549	412,754
Telecom - Telephone Internal Customer Fees	4,350	43,332		43,332			
Total other / enterprise charges and fees	149,547	1,377,335	1,522,730	(145,395)	90.45%	1,053,042	1,424,307
Other fees							
General Fund-Customer Service -Charges for Serv- - Commercial Hauler Inspection Fee	58,212	591,314	705,850	(114,536)	83.77%	540,828 350	709,105 350
Landfill Capital Surcharge Fee	7,688	67,329	90,610	(23,281)	74.31%	64,378	75,388
Landfill Closure Surcharge Fee	7,688	65,692	90,610	(24,918)	72.50%	64,378	75,386
Container Fees	2,580	37,320	36,750	570	101.55%	28,800	39,400
Pole Installation		4,550	20,000	(15,450)	22.75%	15,732	20,746
After Hours Service Fee	150	25,139	15,000	10,139	167.59%	14,150	16,950
Connection Fees	13,420	159,630	220,000	(60,370)	72.56%	173,195	208,870
Surge Protection Fees	412	4,080	4,800	(720)	85.00%	3,711	4,859
Reconnect Fees		125,250	200,000	(74,750)	62.63%	165,790	201,795
Underground Trenching		10,466	100,000	(89,534)	10.47%	88,002	103,747
UGA Contracted Services		616		616			
Credit Card Fees							(21)
Power Resoration Aid			100,000	(100,000)		294,848	296,063
Total other fees	90,150	1,091,386	1,583,620	(492,234)	68.92%	1,454,162	1,752,638
Culture and recreation							
Still Branch WTP Gate Receipts	1,015	7,138	7,000	138	101.97%	4,434	6,699
Total culture and recreation	1,015	7,138	7,000	138	101.97%	4,434	6,699
Other charges for services							
Returned Check Fees	1,200	19,200	17,000	2,200	112.94%	14,610	17,280
Delinquent Penalties	118,221	1,306,826	1,758,461	(451,635)	74.32%	1,241,334	1,452,919
Total other charges for services	119,421	1,326,026	1,775,461	(449,435)	74.69%	1,255,944	1,470,199
TOTAL CHARGES FOR SERVICES	**7,971,189**	**83,779,729**	**99,378,267**	**(15,598,538)**	**84.30%**	**71,159,756**	**92,343,809**

INTERIM STATEMENTS by Fund

Business-Type Activities

For the Ten Months Ending Sunday, April 30, 2023

	FISCAL YEAR 2023			Variance with Amended Budget		PRIOR FYTD	
	Actual		Amended			4/30/2022	6/30/2022
	MTD	FYTD	Budget	$ Over / (Under)	%	Actual	Actual
RENTS AND ROYALTIES							
Water Tower	5,779	52,014	67,580	(15,566)	76.97%	52,014	69,352
Sale of Excess Capacity	1,583	274,270	300,000	(25,730)	91.42%	244,009	248,064
Third-party Sales	53,143	800,721	1,063,290	(262,569)	75.31%	874,356	1,085,533
Equipment Rental Fees	140	13,365	15,000	(1,635)	89.10%	13,593	13,673
MEAG Refunding Flexible Operating	1,584	274,271		274,271		244,009	248,065
MEAG Year End Settlement			750,000	(750,000)			1,997,643
Settlements from Insurance Claims	168	12,344		12,344		49,367	82,529
Settlements from Insurance Claims		2,112		2,112		319,956	652,343
Cash Over/Short	(86)	(859)		(859)		(653)	(997)
Misc Revenue	2,587	2,882,144	50,000	2,832,144	5,764.29%	17,177	40,482
TOTAL RENTS AND ROYALTIES	**64,898**	**4,310,382**	**2,245,870**	**2,064,512**	**191.92%**	**1,813,828**	**4,436,687**
TOTAL OPERATING REVENUE	**8,036,537**	**88,091,161**	**101,624,137**	**(13,532,976)**	**86.68%**	**72,973,584**	**96,780,496**
OPERATING EXPENSE							
Personal Services and Employee Benefits:							
Salaries and Wages	744,213	7,397,071	11,329,168	3,932,097	65.29%	7,731,796	9,518,443
Employee Benefits	323,647	4,160,960	5,487,471	1,326,511	75.83%	3,778,597	4,541,264
Allocated Payroll Costs	17,939	179,387	269,024	89,637	66.68%	164,758	197,709
Total Personal Services and Employee Benefits	1,085,799	11,737,418	17,085,663	5,348,245	68.70%	11,675,151	14,257,416
Purchased or Contracted Services	830,980	7,432,484	13,061,588	5,629,104	56.90%	6,870,137	9,162,656
Utilities:							
Water/Sewerage	22,956	117,594	101,910	(15,684)	115.39%	70,365	83,482
Natural Gas	1,368	20,677	22,760	2,083	90.85%	25,313	29,830
Electricity	159,459	1,580,599	2,011,210	430,611	78.59%	1,389,881	1,690,903
Propane	11,092	25,316	124,680	99,364	20.30%	60	87
Gasoline	56,670	732,693	1,435,421	702,728	51.04%	623,366	892,128
Stormwater	3,079	29,161	37,407	8,246	77.96%	27,985	33,781
Customer Service Fee	179	1,781	2,550	769	69.84%	1,690	2,054
Total Utilities	254,803	2,507,821	3,735,938	1,228,117	67.13%	2,138,660	2,732,265
Supplies	255,937	2,822,062	5,809,607	2,987,545	48.58%	2,572,115	3,255,454
Electricity for Resale	3,266,633	36,045,059	38,253,830	2,208,771	94.23%	31,538,772	38,977,074
Capital Outlay:							
Property (Land and Buildings)	404,110	6,636,478	13,685,219	7,048,741	48.49%	12,744,733	16,659,633
Machinery and Equipment	25,357	1,831,228	3,775,878	1,944,650	48.50%	2,169,841	2,873,280
Capital Outlay - Reclass to Balance Sheet	(429,467)	(8,339,151)	(15,254,419)	(6,915,268)	54.67%	(14,879,973)	(19,182,633)
Total Capital Outlay		128,555	2,206,678	2,078,123	5.83%	34,601	350,280
Depreciation Expense						5,942,503	7,167,126
Bad Debt	56,523	473,721	430,000	(43,721)	110.17%	107,661	158,734
Inter-Departmental Charges	290,900	2,910,638	3,419,204	508,566	85.13%	2,625,686	3,130,606
Miscellaneous			40,000	40,000			11,000
TOTAL OPERATING EXPENSE	**6,041,575**	**64,057,758**	**84,042,508**	**19,984,750**	**76.22%**	**63,505,286**	**79,202,611**
OPERATING INCOME (LOSS)	**1,994,962**	**24,033,403**	**17,581,629**	**6,451,774**	**136.70%**	**9,468,298**	**17,577,885**
NON-OPERATING INCOME (EXPENSE)							
Intergovernmental							
State Government Grants							
Direct							
GMA Safety Grant		13,241		13,241		14,452	14,452
GEFA Loan Forgiveness Grant							462,797
Total Direct		13,241		(13,241)	0.00%	14,452	477,249

INTERIM STATEMENTS by Fund

Business-Type Activities

For the Ten Months Ending Sunday, April 30, 2023

	FISCAL YEAR 2023			Variance with Amended Budget		PRIOR FYTD	
	Actual		Amended			4/30/2022	6/30/2022
	MTD	FYTD	Budget	$ Over / (Under)	%	Actual	Actual
Total State Government Grants		13,241		13,241		14,452	477,249
Total Intergovernmental revenue		13,241		13,241		14,452	477,249
Intergovernmental - Exp	(24,562)	(108,801)	(150,000)	41,199	72.53%	(140,143)	(182,093)
Total Intergovernmental - net	(24,562)	(95,560)	(150,000)	54,440	63.71%	(125,691)	295,156
Interest Income							
Bank Account Interest	227	2,269		2,269		2,269	2,722
Bank Account Interest	11,788	309,731		309,731		793,847	873,411
Dividends	88,478	595,229		595,229		208,377	262,449
P-Card Rebate Program		8,942		8,942		9,020	11,520
Unrealized Gain/Loss on Investments	80,316	(241,343)		(241,343)		(3,031,801)	(3,304,685)
Total Interest/Investment Income	180,809	674,828		674,828		(2,018,288)	(2,154,583)
Principal	(5,877)	(45,620)		(45,620)			
Interest Expense	(50,405)	(559,409)	(1,801,950)	1,242,541	31.04%	(4,096,584)	(4,866,035)
Total principal and interest expense	(56,282)	(605,029)	(1,801,950)	1,196,921	33.58%	(4,096,584)	(4,866,035)
Contributions and donations							
Contributions & Donations						250	250
GMA Safety Grant			12,797	(12,797)			
Total contributions and donations			12,797	(12,797)		250	250
Gain (loss) on sale of capital assets							
Gain / Loss on Sale of Assets		51,880	50,000	1,880	103.76%	80,929	83,409
GMA Lease Proceeds		828,500		828,500		1,281,095	1,890,167
Total gain (loss) on sale of capital assets		880,380	50,000	830,380	1,760.76%	1,362,024	1,973,576
TOTAL NON-OPERATING INCOME (EXPENSE)	**99,965**	**854,619**	**(1,889,153)**	**2,743,772**	**(45.24%)**	**(4,878,289)**	**(4,751,636)**
INCOME (LOSS) BEFORE TRANSFERS	**2,094,927**	**24,888,022**	**15,692,476**	**9,195,546**	**158.60%**	**4,590,009**	**12,826,249**
TRANSFERS							
Transfers - in			1,152,881	(1,152,881)			
Transfers - out	(885,400)	(9,570,482)	(12,375,034)	2,804,552	77.34%	(8,029,004)	(9,508,853)
TOTAL TRANSFERS - NET	**(885,400)**	**(9,570,482)**	**(11,222,153)**	**1,651,671**	**85.28%**	**(8,029,004)**	**(9,508,853)**
CHANGE IN NET POSITION	**$1,209,527**	**$15,317,540**	**$4,470,323**	**$10,847,217**	**342.65%**	**($3,438,995)**	**$3,317,396**
CONTROL TOTALS							
Total Revenues	$8,217,343	$89,659,614	$102,839,816	($13,180,202)	87.18%	$72,332,022	$97,076,989
Total Expenditures	7,007,819	74,342,070	98,369,491	24,027,421	75.57%	75,771,016	93,759,593
Revenues less expenditures	1,209,524	15,317,544	4,470,325	(10,847,219)	342.65%	(3,438,994)	3,317,396
Difference	$3	($4)	($2)	$2	200.00%	($1)	

	FISCAL YEAR 2023			Variance with		PRIOR FYTD	
	Actual		Amended	Amended Budget		4/30/2022	6/30/2022
	MTD	FYTD	Budget	$ Over / (Under)	%	Actual	Actual
OPERATING REVENUE							
LICENSE AND PERMITS							
Non-business licenses and permits:							
Building and signs:							
Other permits	$450	$1,050		$1,050			
Total building and sign permits	450	1,050		1,050			
Total non-business licenses and permits	450	1,050		1,050			
TOTAL LICENSES AND PERMITS	**450**	**1,050**		**1,050**			
CHARGES FOR SERVICES							
Streets and public improvements	28	107		107		571	679
Utilities / enterprise charges and fees							
Fees - Collection - Residential	240,349	2,323,125	3,087,000	(763,875)	75.26%	2,008,452	2,657,580
Fees - Collection - Commercial	103,095	960,562	1,081,500	(120,938)	88.82%	795,866	1,046,818
Fees - Transfer Station	131,012	1,337,955	1,680,000	(342,045)	79.64%	1,240,711	1,520,818
Fees - Special Handling	1,145	13,865	21,000	(7,135)	66.02%	12,360	15,985
Fees - Rolloff Containers	50,510	490,941	563,050	(72,109)	87.19%	387,760	471,965
Fees - Yard Waste Disposal	72,278	701,312	875,700	(174,388)	80.09%	611,184	809,155
Fees - Yard Waste Special Handling	(45)	(195)		(195)		(14)	(14)
Sale of Recycled Materials	9,885	37,250	15,000	22,250	248.33%	17,926	34,752
Permit Fees - Commercial Hauler	200	2,400	1,500	900	160.00%	1,655	2,955
Fees - Landfill Use	223,748	1,940,476	2,476,382	(535,906)	78.36%	1,771,777	2,091,035
Water Institutional	21,852	256,409	415,008	(158,599)	61.78%	288,269	339,254
Fees - Water Industrial	58,799	617,698	746,453	(128,755)	82.75%	546,068	707,396
Fees - Water Residential	345,410	3,593,221	4,354,751	(761,530)	82.51%	3,083,946	4,115,226
Fees - Water Commercial	127,660	1,080,179	1,132,461	(52,282)	95.38%	832,345	1,147,030
Pass-Thru Water Spalding County	(472,950)	(3,714,737)	(4,013,462)	298,725	92.56%	(3,623,456)	(5,879,514)
Fees - Fire Hydrant Water	1,646	46,962	42,500	4,462	110.50%	47,241	59,983
Fees - Water Lock Cut	150	850	1,500	(650)	56.67%	1,065	1,615
Bulk Water - Spalding County	722,326	7,994,521	9,564,252	(1,569,731)	83.59%	6,875,777	9,274,991
Bulk Water - Williamson	5,097	66,745	84,480	(17,735)	79.01%	67,549	94,313
Bulk Water - Zebulon	33,273	421,049	393,198	27,851	107.08%	303,273	417,225
Bulk Water - Butts County	2,927	36,631	27,156	9,475	134.89%	19,079	32,047
Bulk Water - Coweta County	495,600	5,059,500	6,132,000	(1,072,500)	82.51%	2,719,320	3,441,130
Bulk Water - Springs Water						221	221
Bulk Water - City of Concord	2	3,606	56	3,550	6,439.29%	90	151
Fees - Water Irrigation	15,090	341,610	300,000	41,610	113.87%	246,575	341,212
Fees - Meter Install	4,705	19,585	17,700	1,885	110.65%	24,405	30,365
Sewer Flat - Industrial	42,924	605,128	656,644	(51,516)	92.15%	481,385	644,259
Sewer Flat - Residential	476,037	4,807,269	5,975,430	(1,168,161)	80.45%	4,148,561	5,545,442
Sewer Flat - Commercial	221,263	2,303,117	2,801,169	(498,052)	82.22%	1,976,998	2,590,129
Sewer Tap Fee	(6,300)	4,200	42,770	(38,570)	9.82%	6,685	10,885
Stormwater - Residential Upper Tier	34,577	332,497	390,896	(58,399)	85.06%	289,755	1,177,301
Stormwater - Residential Lower Tier	17,711	173,691	204,346	(30,655)	85.00%	149,013	196,341
Stormwater - Commercial Fees	187,279	1,787,952	2,131,041	(343,089)	83.90%	1,591,030	2,060,909
Sewer - Sun City	119,557	1,132,818		1,132,818		921,059	1,245,644
Sewer - Highland Mills						39,178	39,178
Fees - Electric Residential Service	1,299,000	15,185,672	17,000,000	(1,814,328)	89.33%	12,582,663	16,621,323
Fees - Electric Commercial Service	1,454,231	14,965,450	17,877,500	(2,912,050)	83.71%	13,004,192	16,905,666
Fees - Electric Industrial Service	667,285	6,290,421	7,142,570	(852,149)	88.07%	5,289,363	6,822,029
Fees - Electric Fuel Adjustment	573,296	5,970,561	8,000,000	(2,029,439)	74.63%	5,914,372	7,704,154

	FISCAL YEAR 2023			Variance with Amended Budget		PRIOR FYTD	
	Actual		Amended			4/30/2022	6/30/2022
	MTD	FYTD	Budget	$ Over / (Under)	%	Actual	Actual
Fees - Electric Temporary Service	250	2,700	6,000	(3,300)	45.00%	3,300	3,550
Fees - Pole Rental Current Year	132,925	293,503	200,000	93,503	146.75%	137,667	297,602
ECCR Adjustment	108,175	1,593,139	2,030,200	(437,061)	78.47%	1,621,372	2,095,615
Total utilities / enterprise charges and fees	7,521,974	79,079,638	93,457,751	(14,378,113)	84.62%	66,436,037	86,733,721
Other / enterprise charges and fees							
Green Fees	38,704	209,507	180,000	29,507	116.39%	127,121	182,723
Handicap Fees			600	(600)			
Golf Cart Rentals	6,302	154,153	180,000	(25,847)	85.64%	125,892	180,689
Merchandise Sales	5,025	45,137	40,000	5,137	112.84%	27,136	39,945
Driving Range Fees	2,835	19,622	15,000	4,622	130.81%	12,396	18,071
Special Fees			25,000	(25,000)			
Membership Fees	2,450	25,550	11,000	14,550	232.27%	17,800	27,950
Food & Beverage	2,735	26,860	30,000	(3,140)	89.53%	20,110	28,244
Beer Sales	2,172	13,080	12,000	1,080	109.00%	9,362	13,556
Pull Cart Rentals			7,500	(7,500)		3,839	3,839
Tournament Fees	3,524	29,407	7,500	21,907	392.09%	8,467	14,469
Fiber Fees	44,586	442,048	507,620	(65,572)	87.08%	379,370	502,067
Telecom - Internal Customer Fees	36,864	368,639	506,510	(137,871)	72.78%	321,549	412,754
Telecom - Telephone Internal Customer Fees	4,350	43,332		43,332			
Total other / enterprise charges and fees	149,547	1,377,335	1,522,730	(145,395)	90.45%	1,053,042	1,424,307
Other fees							
General Fund-Customer Service -Charges for Serv- -	58,212	591,314	705,850	(114,536)	83.77%	540,828	709,105
Commercial Hauler Inspection Fee						350	350
Landfill Capital Surcharge Fee	7,688	67,329	90,610	(23,281)	74.31%	64,378	75,388
Landfill Closure Surcharge Fee	7,688	65,692	90,610	(24,918)	72.50%	64,378	75,386
Container Fees	2,580	37,320	36,750	570	101.55%	28,800	39,400
Pole Installation		4,550	20,000	(15,450)	22.75%	15,732	20,746
After Hours Service Fee	150	25,139	15,000	10,139	167.59%	14,150	16,950
Connection Fees	13,420	159,630	220,000	(60,370)	72.56%	173,195	208,870
Surge Protection Fees	412	4,080	4,800	(720)	85.00%	3,711	4,859
Reconnect Fees		125,250	200,000	(74,750)	62.63%	165,790	201,795
Underground Trenching		10,466	100,000	(89,534)	10.47%	88,002	103,747
UGA Contracted Services		616		616			
Credit Card Fees							(21)
Power Resoration Aid			100,000	(100,000)		294,848	296,063
Total other fees	90,150	1,091,386	1,583,620	(492,234)	68.92%	1,454,162	1,752,638
Culture and recreation							
Still Branch WTP Gate Receipts	1,015	7,138	7,000	138	101.97%	4,434	6,699
Total culture and recreation	1,015	7,138	7,000	138	101.97%	4,434	6,699
Other charges for services							
Returned Check Fees	1,200	19,200	17,000	2,200	112.94%	14,610	17,280
Delinquent Penalties	118,221	1,306,826	1,758,461	(451,635)	74.32%	1,241,334	1,452,919
Total other charges for services	119,421	1,326,026	1,775,461	(449,435)	74.69%	1,255,944	1,470,199
TOTAL CHARGES FOR SERVICES	**7,882,135**	**82,881,630**	**98,346,562**	**(15,464,932)**	**84.28%**	**70,204,190**	**91,388,243**
RENTS AND ROYALTIES							
Water Tower	5,779	52,014	67,580	(15,566)	76.97%	52,014	69,352
Sale of Excess Capacity	1,583	274,270	300,000	(25,730)	91.42%	244,009	248,064
Third-party Sales	53,143	800,721	1,063,290	(262,569)	75.31%	874,356	1,085,533

	FISCAL YEAR 2023			Variance with Amended Budget		PRIOR FYTD	
	Actual		Amended			4/30/2022	6/30/2022
	MTD	FYTD	Budget	$ Over / (Under)	%	Actual	Actual
Equipment Rental Fees	140	13,365	15,000	(1,635)	89.10%	13,593	13,673
MEAG Refunding Flexible Operating	1,584	274,271		274,271		244,009	248,065
MEAG Year End Settlement			750,000	(750,000)			1,997,643
Settlements from Insurance Claims	168	12,344		12,344		49,367	82,529
Settlements from Insurance Claims		2,112		2,112		319,956	652,343
Cash Over/Short	(86)	(859)		(859)		(653)	(997)
Misc Revenue	2,587	2,881,976	50,000	2,831,976	5,763.95%	15,560	37,177
TOTAL RENTS AND ROYALTIES	**64,898**	**4,310,214**	**2,245,870**	**2,064,344**	**191.92%**	**1,812,211**	**4,433,382**
TOTAL OPERATING REVENUE	**7,947,483**	**87,192,894**	**100,592,432**	**(13,399,538)**	**86.68%**	**72,016,401**	**95,821,625**
OPERATING EXPENSE							
Personal Services and Employee Benefits:							
Salaries and Wages	714,208	7,096,189	10,885,655	3,789,466	65.19%	7,391,111	9,100,205
Employee Benefits	311,087	4,002,825	5,272,836	1,270,011	75.91%	3,630,249	4,363,500
Allocated Payroll Costs	17,939	179,387	269,024	89,637	66.68%	164,758	197,709
Total Personal Services and Employee Benefits	1,043,234	11,278,401	16,427,515	5,149,114	68.66%	11,186,118	13,661,414
Purchased or Contracted Services	826,099	7,390,934	13,006,127	5,615,193	56.83%	6,819,217	9,089,328
Utilities:							
Water/Sewerage	22,276	112,606	94,310	(18,296)	119.40%	64,770	76,848
Natural Gas	525	12,422	17,360	4,938	71.56%	17,111	20,533
Electricity	157,921	1,564,120	1,986,850	422,730	78.72%	1,373,519	1,671,297
Propane	11,092	25,316	124,680	99,364	20.30%	60	87
Gasoline	56,480	728,775	1,416,621	687,846	51.44%	618,486	871,874
Stormwater	2,652	25,111	32,472	7,361	77.33%	24,131	29,122
Customer Service Fee	169	1,684	2,430	746	69.30%	1,593	1,937
Total Utilities	251,115	2,470,034	3,674,723	1,204,689	67.22%	2,099,670	2,671,698
Supplies	191,555	2,116,546	5,176,907	3,060,361	40.88%	1,929,522	2,468,199
Electricity for Resale	3,266,633	36,045,059	38,253,830	2,208,771	94.23%	31,538,772	38,977,074
Capital Outlay:							
Property (Land and Buildings)	404,110	6,636,478	13,685,219	7,048,741	48.49%	12,744,733	16,659,633
Machinery and Equipment	25,357	1,699,163	3,628,778	1,929,615	46.82%	2,169,841	2,873,280
Capital Outlay - Reclass to Balance Sheet	(429,467)	(8,212,085)	(15,157,919)	(6,945,834)	54.18%	(14,879,973)	(19,182,633)
Total Capital Outlay		123,556	2,156,078	2,032,522	5.73%	34,601	350,280
Depreciation Expense						5,902,078	7,117,207
Bad Debt	56,523	473,721	430,000	(43,721)	110.17%	107,661	158,734
Inter-Departmental Charges	277,491	2,775,509	3,258,297	482,788	85.18%	2,503,744	2,984,276
Miscellaneous			40,000	40,000			11,000
TOTAL OPERATING EXPENSE	**5,912,650**	**62,673,760**	**82,423,477**	**19,749,717**	**76.04%**	**62,121,383**	**77,489,210**
OPERATING INCOME (LOSS)	**2,034,833**	**24,519,134**	**18,168,955**	**6,350,179**	**134.95%**	**9,895,018**	**18,332,415**
NON-OPERATING INCOME (EXPENSE)							
Intergovernmental							
State Government Grants							
Direct							
GMA Safety Grant		13,241		13,241		14,452	14,452
GEFA Loan Forgiveness Grant							462,797
Total Direct		13,241		(13,241)	0.00%	14,452	477,249
Total State Government Grants		13,241		13,241		14,452	477,249
Total Intergovernmental revenue		13,241		13,241		14,452	477,249
Intergovernmental - Exp	(24,562)	(108,801)	(150,000)	41,199	72.53%	(140,143)	(182,093)

INTERIM STATEMENTS by Fund
Enterprise Funds
For the Ten Months Ending Sunday, April 30, 2023

	FISCAL YEAR 2023			Variance with Amended Budget		PRIOR FYTD	
	Actual		Amended			4/30/2022	6/30/2022
	MTD	FYTD	Budget	$ Over / (Under)	%	Actual	Actual
Total Intergovernmental - net	(24,562)	(95,560)	(150,000)	54,440	63.71%	(125,691)	295,156
Interest Income							
Bank Account Interest	227	2,269		2,269		2,269	2,722
Bank Account Interest	11,788	309,731		309,731		793,847	873,411
Dividends	88,478	595,229		595,229		208,377	262,449
P-Card Rebate Program		8,942		8,942		9,020	11,520
Unrealized Gain/Loss on Investments	80,316	(241,343)		(241,343)		(3,031,801)	(3,304,685)
Total Interest/Investment Income	180,809	674,828		674,828		(2,018,288)	(2,154,583)
Principal	(5,877)	(45,620)		(45,620)			
Interest Expense	(50,405)	(559,409)	(1,801,950)	1,242,541	31.04%	(4,096,584)	(4,866,035)
Total principal and interest expense	(56,282)	(605,029)	(1,801,950)	1,196,921	33.58%	(4,096,584)	(4,866,035)
Contributions and donations							
Contributions & Donations						250	250
GMA Safety Grant			12,797	(12,797)			
Total contributions and donations			12,797	(12,797)		250	250
Gain (loss) on sale of capital assets							
Gain / Loss on Sale of Assets		51,880		51,880		79,803	82,283
GMA Lease Proceeds		828,500		828,500		1,281,095	1,890,167
Total gain (loss) on sale of capital assets		880,380		880,380		1,360,898	1,972,450
TOTAL NON-OPERATING INCOME (EXPENSE)	**99,965**	**854,619**	**(1,939,153)**	**2,793,772**	**(44.07%)**	**(4,879,415)**	**(4,752,762)**
INCOME (LOSS) BEFORE TRANSFERS	**2,134,798**	**25,373,753**	**16,229,802**	**9,143,951**	**156.34%**	**5,015,603**	**13,579,653**
TRANSFERS							
Transfers - in			615,557	(615,557)			
Transfers - out	(885,400)	(9,570,482)	(12,375,034)	2,804,552	77.34%	(8,029,004)	(9,508,853)
TOTAL TRANSFERS - NET	**(885,400)**	**(9,570,482)**	**(11,759,477)**	**2,188,995**	**81.39%**	**(8,029,004)**	**(9,508,853)**
CHANGE IN NET POSITION	**$1,249,398**	**$15,803,271**	**$4,470,325**	**$11,332,946**	**353.52%**	**($3,013,401)**	**$4,070,800**
CONTROL TOTALS							
Total Revenues	$8,128,289	$88,761,346	$101,220,787	($12,459,441)	87.69%	$71,373,712	$96,116,992
Total Expenditures	6,878,895	72,958,071	96,750,462	23,792,391	75.41%	74,387,113	92,046,192
Revenues less expenditures	1,249,394	15,803,275	4,470,325	(11,332,950)	353.52%	(3,013,401)	4,070,800
Difference	$4	($4)		$4	0.00%		

	FISCAL YEAR 2023			Variance with Amended Budget		PRIOR FYTD	
	Actual		Amended			4/30/2022	6/30/2022
	MTD	FYTD	Budget	$ Over / (Under)	%	Actual	Actual
LICENSE AND PERMITS							
Non-business licenses and permits:							
Building and signs:							
Other permits	$450	$1,050		$1,050			
Total building and sign permits	450	1,050		1,050			
Total non-business licenses and permits	450	1,050		1,050			
TOTAL LICENSES AND PERMITS	**450**	**1,050**		**1,050**			
CHARGES FOR SERVICES							
Utilities / enterprise charges and fees							
Sale of Recycled Materials		5,295	15,000	(9,705)	35.30%	11,364	11,364
Water Institutional	21,852	256,409	415,008	(158,599)	61.78%	288,269	339,254
Fees - Water Industrial	58,799	617,698	746,453	(128,755)	82.75%	546,068	707,396
Fees - Water Residential	345,410	3,593,221	4,354,751	(761,530)	82.51%	3,083,946	4,115,226
Fees - Water Commercial	127,660	1,080,179	1,132,461	(52,282)	95.38%	832,345	1,147,030
Pass-Thru Water Spalding County	(472,950)	(3,714,737)	(4,013,462)	298,725	92.56%	(3,623,456)	(5,879,514)
Fees - Fire Hydrant Water	1,646	46,962	42,500	4,462	110.50%	47,241	59,983
Fees - Water Lock Cut	150	850	1,500	(650)	56.67%	1,065	1,615
Bulk Water - Spalding County	722,326	7,994,521	9,564,252	(1,569,731)	83.59%	6,875,777	9,274,991
Bulk Water - Williamson	5,097	66,745	84,480	(17,735)	79.01%	67,549	94,313
Bulk Water - Zebulon	33,273	421,049	393,198	27,851	107.08%	303,273	417,225
Bulk Water - Butts County	2,927	36,631	27,156	9,475	134.89%	19,079	32,047
Bulk Water - Coweta County	495,600	5,059,500	6,132,000	(1,072,500)	82.51%	2,719,320	3,441,130
Bulk Water - Springs Water						221	221
Bulk Water - City of Concord	2	3,606	56	3,550	6,439.29%	90	151
Fees - Water Irrigation	15,090	341,610	300,000	41,610	113.87%	246,575	341,212
Fees - Meter Install	4,705	19,585	17,700	1,885	110.65%	24,405	30,365
Sewer Flat - Industrial	42,924	605,128	656,644	(51,516)	92.15%	481,385	644,259
Sewer Flat - Residential	476,037	4,807,269	5,975,430	(1,168,161)	80.45%	4,148,561	5,545,442
Sewer Flat - Commercial	221,263	2,303,117	2,801,169	(498,052)	82.22%	1,976,998	2,590,129
Sewer Tap Fee	(6,300)	4,200	42,770	(38,570)	9.82%	6,685	10,885
Stormwater - Residential Upper Tier							795,028
Sewer - Sun City	119,557	1,132,818		1,132,818		921,059	1,245,644
Sewer - Highland Mills						39,178	39,178
Total utilities / enterprise charges and fees	2,215,068	24,681,656	28,689,066	(4,007,410)	86.03%	19,016,997	25,004,574
Other fees							
Commercial Hauler Inspection Fee						350	350
Total other fees						350	350
Culture and recreation							
Still Branch WTP Gate Receipts	1,015	7,138	7,000	138	101.97%	4,434	6,699
Total culture and recreation	1,015	7,138	7,000	138	101.97%	4,434	6,699
Other charges for services							
Delinquent Penalties			628,371	(628,371)			
Total other charges for services			628,371	(628,371)			
TOTAL CHARGES FOR SERVICES	**2,216,083**	**24,688,794**	**29,324,437**	**(4,635,643)**	**84.19%**	**19,021,781**	**25,011,623**
RENTS AND ROYALTIES							
Water Tower	5,779	52,014	67,580	(15,566)	76.97%	52,014	69,352

	FISCAL YEAR 2023			Variance with Amended Budget		PRIOR FYTD	
	Actual		Amended			4/30/2022	6/30/2022
	MTD	FYTD	Budget	$ Over / (Under)	%	Actual	Actual
Settlements from Insurance Claims		200		200		10,896	10,896
Settlements from Insurance Claims		2,112		2,112			1,632
Misc Revenue	1,124	13,673		13,673		684	979
TOTAL RENTS AND ROYALTIES	**6,903**	**67,999**	**67,580**	**419**	**100.62%**	**63,594**	**82,859**
TOTAL OPERATING REVENUE	**2,223,436**	**24,757,843**	**29,392,017**	**(4,634,174)**	**84.23%**	**19,085,375**	**25,094,482**
OPERATING EXPENSE							
Personal Services and Employee Benefits:							
Salaries and Wages	273,334	2,676,373	4,041,690	1,365,317	66.22%	2,659,689	3,257,062
Employee Benefits	119,038	1,468,688	2,117,237	648,549	69.37%	1,423,654	1,707,465
Allocated Payroll Costs	33,141	331,408	451,449	120,041	73.41%	379,499	455,399
Total Personal Services and Employee Benefits	425,513	4,476,469	6,610,376	2,133,907	67.72%	4,462,842	5,419,926
Purchased or Contracted Services	180,347	1,707,514	4,343,650	2,636,136	39.31%	1,513,967	2,323,521
Utilities:							
Water/Sewerage	21,245	102,654	81,070	(21,584)	126.62%	56,648	66,722
Natural Gas	318	10,425	15,360	4,935	67.87%	14,994	18,074
Electricity	152,181	1,503,986	1,900,930	396,944	79.12%	1,317,122	1,604,993
Propane	11,092	25,316	124,680	99,364	20.30%	60	87
Gasoline	7,684	132,689	385,727	253,038	34.40%	103,078	157,443
Stormwater	758	7,175	8,962	1,787	80.06%	6,818	8,244
Customer Service Fee	127	1,261	1,910	649	66.02%	1,170	1,430
Total Utilities	193,405	1,783,506	2,518,639	735,133	70.81%	1,499,890	1,856,993
Supplies	130,213	1,345,904	3,604,182	2,258,278	37.34%	1,116,304	1,378,650
Capital Outlay:							
Property (Land and Buildings)		4,523,941	8,776,144	4,252,203	51.55%	10,583,951	13,347,956
Machinery and Equipment		265,879	683,862	417,983	38.88%	554,860	584,860
Capital Outlay - Reclass to Balance Sheet		(4,731,986)	(9,054,006)	(4,322,020)	52.26%	(11,138,811)	(13,902,816)
Total Capital Outlay		57,834	406,000	348,166	14.24%		30,000
Depreciation Expense						3,663,448	4,411,640
Bad Debt	15,967	133,821	121,470	(12,351)	110.17%	29,940	44,144
Inter-Departmental Charges	97,513	976,258	1,170,161	193,903	83.43%	895,744	1,070,791
Miscellaneous			40,000	40,000			11,000
TOTAL OPERATING EXPENSE	**1,042,958**	**10,481,306**	**18,814,478**	**8,333,172**	**55.71%**	**13,182,135**	**16,546,665**
OPERATING INCOME (LOSS)	**1,180,478**	**14,276,537**	**10,577,539**	**3,698,998**	**134.97%**	**5,903,240**	**8,547,817**
NON-OPERATING INCOME (EXPENSE)							
Intergovernmental							
State Government Grants							
Direct							
GMA Safety Grant						11,752	11,752
GEFA Loan Forgiveness Grant							462,797
Total Direct					0.00%	11,752	474,549
Total State Government Grants						11,752	474,549
Total Intergovernmental revenue						11,752	474,549
Total Intergovernmental - net						11,752	474,549
Interest Income							
Bank Account Interest	1,682	40,373		40,373		51,799	63,324
P-Card Rebate Program							2,500
Unrealized Gain/Loss on Investments	3,583	(23,051)		(23,051)		(136,339)	(152,054)
Total Interest/Investment Income	5,265	17,322		17,322		(84,540)	(86,230)

INTERIM STATEMENTS by Fund
505-Water/Wastewater Utility Fund
For the Ten Months Ending Sunday, April 30, 2023

	FISCAL YEAR 2023			Variance with Amended Budget		PRIOR FYTD	
	Actual		Amended			4/30/2022	6/30/2022
	MTD	FYTD	Budget	$ Over / (Under)	%	Actual	Actual
Interest Expense	(41,790)	(476,720)	(1,709,390)	1,232,670	27.89%	(4,028,891)	(4,784,607)
Total principal and interest expense	(41,790)	(476,720)	(1,709,390)	1,232,670	27.89%	(4,028,891)	(4,784,607)
Gain (loss) on sale of capital assets							
Gain / Loss on Sale of Assets		43,032		43,032		17,478	17,478
Total gain (loss) on sale of capital assets		43,032		43,032		17,478	17,478
TOTAL NON-OPERATING INCOME (EXPENSE)	**(36,525)**	**(416,366)**	**(1,709,390)**	**1,293,024**	**24.36%**	**(4,084,201)**	**(4,378,810)**
INCOME (LOSS) BEFORE TRANSFERS	**1,143,953**	**13,860,171**	**8,868,149**	**4,992,022**	**156.29%**	**1,819,039**	**4,169,007**
TRANSFERS							
Transfers - out	(152,400)	(2,240,482)	(3,579,034)	1,338,552	62.60%	(1,529,004)	(1,708,853)
TOTAL TRANSFERS - NET	**(152,400)**	**(2,240,482)**	**(3,579,034)**	**1,338,552**	**62.60%**	**(1,529,004)**	**(1,708,853)**
CHANGE IN NET POSITION	**$991,553**	**$11,619,689**	**$5,289,115**	**$6,330,574**	**219.69%**	**$290,035**	**$2,460,154**
CONTROL TOTALS							
Total Revenues	$2,228,702	$24,818,197	$29,392,017	($4,573,820)	84.44%	$19,030,063	$25,500,281
Total Expenditures	1,237,147	13,198,508	24,102,902	10,904,394	54.76%	18,740,029	23,040,123
Revenues less expenditures	991,555	11,619,689	5,289,115	(6,330,574)	219.69%	290,034	2,460,158
Difference	($2)				0.00%	$1	($4)

	FISCAL YEAR 2023			Variance with Amended Budget		PRIOR FYTD	
	Actual		Amended			4/30/2022	6/30/2022
	MTD	FYTD	Budget	$ Over / (Under)	%	Actual	Actual
OPERATING REVENUE							
CHARGES FOR SERVICES							
Utilities / enterprise charges and fees							
Sale of Recycled Materials	$2,196	$8,479		$8,479			
Fees - Electric Residential Service	1,299,000	15,185,672	17,000,000	(1,814,328)	89.33%	12,582,663	16,621,323
Fees - Electric Commercial Service	1,454,231	14,965,450	17,877,500	(2,912,050)	83.71%	13,004,192	16,905,666
Fees - Electric Industrial Service	667,285	6,290,421	7,142,570	(852,149)	88.07%	5,289,363	6,822,029
Fees - Electric Fuel Adjustment	573,296	5,970,561	8,000,000	(2,029,439)	74.63%	5,914,372	7,704,154
Fees - Electric Temporary Service	250	2,700	6,000	(3,300)	45.00%	3,300	3,550
Fees - Pole Rental Current Year	132,925	293,503	200,000	93,503	146.75%	137,667	297,602
ECCR Adjustment	108,175	1,593,139	2,030,200	(437,061)	78.47%	1,621,372	2,095,615
Total utilities / enterprise charges and fees	4,237,358	44,309,925	52,256,270	(7,946,345)	84.79%	38,552,929	50,449,939
Other fees							
General Fund-Customer Service -Charges for Serv- -	58,212	591,314	705,850	(114,536)	83.77%	540,828	709,105
Pole Installation		4,550	20,000	(15,450)	22.75%	15,732	20,746
After Hours Service Fee	150	25,139	15,000	10,139	167.59%	14,150	16,950
Connection Fees	13,420	159,630	220,000	(60,370)	72.56%	173,195	208,870
Surge Protection Fees	412	4,080	4,800	(720)	85.00%	3,711	4,859
Reconnect Fees		125,250	200,000	(74,750)	62.63%	165,790	201,795
Underground Trenching		10,466	100,000	(89,534)	10.47%	88,002	103,747
UGA Contracted Services		616		616			
Credit Card Fees							(21)
Power Resoration Aid			100,000	(100,000)		294,848	296,063
Total other fees	72,194	921,045	1,365,650	(444,605)	67.44%	1,296,256	1,562,114
Other charges for services							
Returned Check Fees	1,170	19,170	17,000	2,170	112.76%	14,550	17,220
Delinquent Penalties	118,221	1,306,826	933,990	372,836	139.92%	1,241,334	1,452,919
Total other charges for services	119,391	1,325,996	950,990	375,006	139.43%	1,255,884	1,470,139
TOTAL CHARGES FOR SERVICES	**4,428,943**	**46,556,966**	**54,572,910**	**(8,015,944)**	**85.31%**	**41,105,069**	**53,482,192**
RENTS AND ROYALTIES							
Sale of Excess Capacity	1,583	274,270	300,000	(25,730)	91.42%	244,009	248,064
Third-party Sales	53,143	800,721	1,063,290	(262,569)	75.31%	874,356	1,085,533
Equipment Rental Fees		12,645	15,000	(2,355)	84.30%	13,253	13,253
MEAG Refunding Flexible Operating	1,584	274,271		274,271		244,009	248,065
MEAG Year End Settlement			750,000	(750,000)			1,997,643
Settlements from Insurance Claims		11,026		11,026		38,471	71,564
Settlements from Insurance Claims							7,591
Cash Over/Short	(111)	(1,087)		(1,087)		(538)	(912)
Misc Revenue	1,463	2,867,705	50,000	2,817,705	5,735.41%	14,581	35,903
TOTAL RENTS AND ROYALTIES	**57,662**	**4,239,551**	**2,178,290**	**2,061,261**	**194.63%**	**1,428,141**	**3,706,704**
TOTAL OPERATING REVENUE	**4,486,605**	**50,796,517**	**56,751,200**	**(5,954,683)**	**89.51%**	**42,533,210**	**57,188,896**
OPERATING EXPENSE							
Personal Services and Employee Benefits:							
Salaries and Wages	235,740	2,249,649	3,896,955	1,647,306	57.73%	2,689,088	3,310,845

	FISCAL YEAR 2023			Variance with Amended Budget		PRIOR FYTD	
	Actual		Amended			4/30/2022	6/30/2022
	MTD	FYTD	Budget	$ Over / (Under)	%	Actual	Actual
Employee Benefits	106,585	1,368,413	1,616,951	248,538	84.63%	1,215,068	1,462,101
Allocated Payroll Costs	(17,786)	(177,857)	(213,428)	(35,571)	83.33%	(189,345)	(227,214)
Total Personal Services and Employee Benefits	324,539	3,440,205	5,300,478	1,860,273	64.90%	3,714,811	4,545,732
Purchased or Contracted Services	184,301	2,044,753	3,142,564	1,097,811	65.07%	1,731,185	2,234,873
Utilities:							
Water/Sewerage	286	2,146	1,920	(226)	111.77%	1,504	1,860
Natural Gas	43	419	600	181	69.83%	392	474
Electricity	2,769	30,135	33,720	3,585	89.37%	25,574	29,483
Gasoline	5,308	119,903	210,057	90,154	57.08%	97,511	131,608
Stormwater	409	3,877	4,630	753	83.74%	3,690	4,460
Customer Service Fee	10	98	80	(18)	122.50%	98	117
Total Utilities	8,825	156,578	251,007	94,429	62.38%	128,769	168,002
Supplies	8,170	154,078	496,667	342,589	31.02%	204,910	272,650
Electricity for Resale	3,266,633	36,045,059	38,253,830	2,208,771	94.23%	31,538,772	38,977,074
Capital Outlay:							
Property (Land and Buildings)	404,110	1,311,979	4,656,434	3,344,455	28.18%	921,488	1,163,085
Machinery and Equipment	23,893	251,570	1,721,613	1,470,043	14.61%	33,009	44,899
Capital Outlay - Reclass to Balance Sheet	(428,003)	(1,510,688)	(4,758,756)	(3,248,068)	31.75%	(928,497)	(962,594)
Total Capital Outlay		52,861	1,619,291	1,566,430	3.26%	26,000	245,390
Depreciation Expense						1,100,855	1,317,985
Bad Debt	33,518	280,917	254,990	(25,927)	110.17%	65,371	96,384
Inter-Departmental Charges	91,110	826,334	970,603	144,269	85.14%	752,990	904,466
TOTAL OPERATING EXPENSE	**3,917,096**	**43,000,785**	**50,289,430**	**7,288,645**	**85.51%**	**39,263,663**	**48,762,556**
OPERATING INCOME (LOSS)	**569,509**	**7,795,732**	**6,461,770**	**1,333,962**	**120.64%**	**3,269,547**	**8,426,340**
NON-OPERATING INCOME (EXPENSE)							
Intergovernmental							
State Government Grants							
Direct							
GMA Safety Grant		5,140		5,140		2,700	2,700
Total Direct		5,140		(5,140)	0.00%	2,700	2,700
Total State Government Grants		5,140		5,140		2,700	2,700
Total Intergovernmental revenue		5,140		5,140		2,700	2,700
Total Intergovernmental - net		5,140		5,140		2,700	2,700
Interest Income							
Bank Account Interest	10,106	269,358		269,358		742,048	810,086
Dividends	84,269	585,961		585,961		205,540	259,392
Unrealized Gain/Loss on Investments	79,665	(213,078)		(213,078)		(2,888,875)	(3,144,299)
Total Interest/Investment Income	174,040	642,241		642,241		(1,941,287)	(2,074,821)
Interest Expense						(405)	(405)
Total principal and interest expense						(405)	(405)
Contributions and donations							
GMA Safety Grant			5,140	(5,140)			
Total contributions and donations			5,140	(5,140)			
TOTAL NON-OPERATING INCOME (EXPENSE)	**174,040**	**647,381**	**5,140**	**642,241**	**12,594.96%**	**(1,938,992)**	**(2,072,526)**
INCOME (LOSS) BEFORE TRANSFERS	**743,549**	**8,443,113**	**6,466,910**	**1,976,203**	**130.56%**	**1,330,555**	**6,353,814**

INTERIM STATEMENTS by Fund
510-Electric Utility Fund
For the Ten Months Ending Sunday, April 30, 2023

	FISCAL YEAR 2023			Variance with Amended Budget		PRIOR FYTD	
	Actual		Amended			4/30/2022	6/30/2022
	MTD	FYTD	Budget	$ Over / (Under)	%	Actual	Actual
TRANSFERS							
Transfers - out	(733,000)	(7,330,000)	(8,796,000)	1,466,000	83.33%	(6,500,000)	(7,800,000)
TOTAL TRANSFERS - NET	**(733,000)**	**(7,330,000)**	**(8,796,000)**	**1,466,000**	**83.33%**	**(6,500,000)**	**(7,800,000)**
CHANGE IN NET POSITION	**$10,549**	**$1,113,113**	**($2,329,090)**	**$3,442,203**	**(47.79%)**	**($5,169,445)**	**($1,446,186)**
CONTROL TOTALS							
Total Revenues	$4,660,644	$51,443,899	$56,756,340	($5,312,441)	90.64%	$40,594,624	$55,116,775
Total Expenditures	4,650,097	50,330,785	59,085,430	8,754,645	85.18%	45,764,068	56,562,960
Revenues less expenditures	10,547	1,113,114	(2,329,090)	(3,442,204)	(47.79%)	(5,169,444)	(1,446,185)
Difference	$2	($1)		$1	0.00%	($1)	($1)

	FISCAL YEAR 2023			Variance with Amended Budget		PRIOR FYTD	
	Actual		Amended			4/30/2022	6/30/2022
	MTD	FYTD	Budget	$ Over / (Under)	%	Actual	Actual
CHARGES FOR SERVICES							
Utilities / enterprise charges and fees							
Fees - Collection - Residential	$240,349	$2,323,125	$3,087,000	($763,875)	75.26%	$2,008,452	$2,657,580
Fees - Collection - Commercial	103,095	960,562	1,081,500	(120,938)	88.82%	795,866	1,046,818
Fees - Transfer Station	131,012	1,337,955	1,680,000	(342,045)	79.64%	1,240,711	1,520,818
Fees - Special Handling	1,145	13,865	21,000	(7,135)	66.02%	12,360	15,985
Fees - Rolloff Containers	50,510	490,941	563,050	(72,109)	87.19%	387,760	471,965
Fees - Yard Waste Disposal	72,278	701,312	875,700	(174,388)	80.09%	611,184	809,155
Fees - Yard Waste Special Handling	(45)	(195)		(195)		(14)	(14)
Sale of Recycled Materials	7,689	23,232		23,232		6,184	23,010
Permit Fees - Commercial Hauler	200	2,400	1,500	900	160.00%	1,655	2,955
Fees - Landfill Use	223,748	1,940,476	2,476,382	(535,906)	78.36%	1,771,777	2,091,035
Total utilities / enterprise charges and fees	829,981	7,793,673	9,786,132	(1,992,459)	79.64%	6,835,935	8,639,307
Other fees							
Landfill Capital Surcharge Fee	7,688	67,329	90,610	(23,281)	74.31%	64,378	75,388
Landfill Closure Surcharge Fee	7,688	65,692	90,610	(24,918)	72.50%	64,378	75,386
Container Fees	2,580	37,320	36,750	570	101.55%	28,800	39,400
Total other fees	17,956	170,341	217,970	(47,629)	78.15%	157,556	190,174
Other charges for services							
Returned Check Fees	30	30		30		60	60
Delinquent Penalties			149,330	(149,330)			
Total other charges for services	30	30	149,330	(149,300)	0.02%	60	60
TOTAL CHARGES FOR SERVICES	**847,967**	**7,964,044**	**10,153,432**	**(2,189,388)**	**78.44%**	**6,993,551**	**8,829,541**
RENTS AND ROYALTIES							
Settlements from Insurance Claims	168	1,118		1,118			70
Settlements from Insurance Claims						319,956	643,119
Misc Revenue		350		350			
TOTAL RENTS AND ROYALTIES	**168**	**1,468**		**1,468**		**319,956**	**643,189**
TOTAL OPERATING REVENUE	**848,135**	**7,965,512**	**10,153,432**	**(2,187,920)**	**78.45%**	**7,313,507**	**9,472,730**
OPERATING EXPENSE							
Personal Services and Employee Benefits:							
Salaries and Wages	119,646	1,273,746	1,661,080	387,334	76.68%	1,152,934	1,432,285
Employee Benefits	52,115	691,962	890,050	198,088	77.74%	572,167	689,732
Allocated Payroll Costs	2,100	21,003	25,204	4,201	83.33%	18,831	22,597
Total Personal Services and Employee Benefits	173,861	1,986,711	2,576,334	589,623	77.11%	1,743,932	2,144,614
Purchased or Contracted Services	423,469	3,282,517	4,914,075	1,631,558	66.80%	3,337,627	4,155,368
Utilities:							
Water/Sewerage	382	3,957	5,020	1,063	78.82%	3,526	4,274
Electricity	1,540	16,192	30,500	14,308	53.09%	18,403	21,475
Gasoline	39,549	428,211	705,670	277,459	60.68%	369,630	514,567
Stormwater	348	3,298	4,950	1,652	66.63%	3,139	3,794
Customer Service Fee	23	228	320	92	71.25%	228	273
Total Utilities	41,842	451,886	746,460	294,574	60.54%	394,926	544,383
Supplies	7,029	158,210	358,660	200,450	44.11%	225,932	317,972
Capital Outlay:							
Property (Land and Buildings)			50,000	50,000			
Machinery and Equipment		901,283	940,633	39,350	95.82%	1,422,627	2,084,176

INTERIM STATEMENTS by Fund
540-Solid Waste Utility Fund
For the Ten Months Ending Sunday, April 30, 2023

	FISCAL YEAR 2023			Variance with Amended Budget		PRIOR FYTD	
	Actual		Amended			4/30/2022	6/30/2022
	MTD	FYTD	Budget	$ Over / (Under)	%	Actual	Actual
Capital Outlay - Reclass to Balance Sheet		(901,283)	(977,246)	(75,963)	92.23%	(1,422,627)	(2,084,176)
Total Capital Outlay			13,387	13,387			
Depreciation Expense						553,937	688,028
Bad Debt	5,359	44,915	40,770	(4,145)	110.17%	9,097	13,413
Inter-Departmental Charges	50,685	591,285	659,339	68,054	89.68%	527,333	615,163
TOTAL OPERATING EXPENSE	**702,245**	**6,515,524**	**9,309,025**	**2,793,501**	**69.99%**	**6,792,784**	**8,478,941**
OPERATING INCOME (LOSS)	**145,890**	**1,449,988**	**844,407**	**605,581**	**171.72%**	**520,723**	**993,789**
NON-OPERATING INCOME (EXPENSE)							
Intergovernmental							
State Government Grants							
Direct							
GMA Safety Grant		5,562		5,562			
Total Direct		5,562		(5,562)	0.00%		
Total State Government Grants		5,562		5,562			
Total Intergovernmental revenue		5,562		5,562			
Intergovernmental - Exp	(24,562)	(90,619)	(120,000)	29,381	75.52%	(93,060)	(128,529)
Total Intergovernmental - net	(24,562)	(85,057)	(120,000)	34,943	70.88%	(93,060)	(128,529)
Interest Income							
Dividends	4,209	9,269		9,269		2,837	3,057
P-Card Rebate Program		8,942		8,942		9,020	9,020
Unrealized Gain/Loss on Investments	(2,932)	(5,214)		(5,214)		(6,587)	(8,332)
Total Interest/Investment Income	1,277	12,997		12,997		5,270	3,745
Principal	(5,877)	(45,620)		(45,620)			
Interest Expense	(4,842)	(48,209)	(43,440)	(4,769)	110.98%	(38,476)	(46,125)
Total principal and interest expense	(10,719)	(93,829)	(43,440)	(50,389)	216.00%	(38,476)	(46,125)
Contributions and donations							
GMA Safety Grant			5,109	(5,109)			
Total contributions and donations			5,109	(5,109)			
Gain (loss) on sale of capital assets							
Gain / Loss on Sale of Assets						5,796	6,696
GMA Lease Proceeds		828,500		828,500		1,281,095	1,890,167
Total gain (loss) on sale of capital assets		828,500		828,500		1,286,891	1,896,863
TOTAL NON-OPERATING INCOME (EXPENSE)	**(34,004)**	**662,611**	**(158,331)**	**820,942**	**(418.50%)**	**1,160,625**	**1,725,954**
INCOME (LOSS) BEFORE TRANSFERS	**111,886**	**2,112,599**	**686,076**	**1,426,523**	**307.92%**	**1,681,348**	**2,719,743**
TRANSFERS							
Transfers - in			55,893	(55,893)			
TOTAL TRANSFERS - NET			**55,893**	**(55,893)**			
CHANGE IN NET POSITION	**$111,886**	**$2,112,599**	**$741,969**	**$1,370,630**	**284.73%**	**$1,681,348**	**$2,719,743**
CONTROL TOTALS							
Total Revenues	$849,410	$8,812,569	$10,214,434	($1,401,865)	86.28%	$8,605,668	$11,373,338
Total Expenditures	737,527	6,699,972	9,472,465	2,772,493	70.73%	6,924,321	8,653,593
Revenues less expenditures	111,883	2,112,597	741,969	(1,370,628)	284.73%	1,681,347	2,719,745

INTERIM STATEMENTS by Fund
540-Solid Waste Utility Fund
For the Ten Months Ending Sunday, April 30, 2023

	FISCAL YEAR 2023			Variance with Amended Budget		PRIOR FYTD	
	Actual		Amended			4/30/2022	6/30/2022
	MTD	FYTD	Budget	$ Over / (Under)	%	Actual	Actual
Difference	$3	$2		($2)	0.00%	$1	($2)

	FISCAL YEAR 2023			Variance with Amended Budget		PRIOR FYTD	
	Actual		Amended			4/30/2022	6/30/2022
	MTD	FYTD	Budget	$ Over / (Under)	%	Actual	Actual
CHARGES FOR SERVICES							
Utilities / enterprise charges and fees							
Sale of Recycled Materials		$244		$244		$378	$378
Stormwater - Residential Upper Tier	34,577	332,497	390,896	(58,399)	85.06%	289,755	382,273
Stormwater - Residential Lower Tier	17,711	173,691	204,346	(30,655)	85.00%	149,013	196,341
Stormwater - Commercial Fees	187,279	1,787,952	2,131,041	(343,089)	83.90%	1,591,030	2,060,909
Total utilities / enterprise charges and fees	239,567	2,294,384	2,726,283	(431,899)	84.16%	2,030,176	2,639,901
Other charges for services							
Delinquent Penalties			46,770	(46,770)			
Total other charges for services			46,770	(46,770)			
TOTAL CHARGES FOR SERVICES	**239,567**	**2,294,384**	**2,773,053**	**(478,669)**	**82.74%**	**2,030,176**	**2,639,901**
TOTAL OPERATING REVENUE	**239,567**	**2,294,384**	**2,773,053**	**(478,669)**	**82.74%**	**2,030,176**	**2,639,901**
OPERATING EXPENSE							
Personal Services and Employee Benefits:							
Salaries and Wages	44,740	494,417	758,323	263,906	65.20%	532,085	656,674
Employee Benefits	19,999	293,475	400,488	107,013	73.28%	285,701	342,888
Allocated Payroll Costs	(2,531)	(25,314)	(30,377)	(5,063)	83.33%	(24,358)	(29,230)
Total Personal Services and Employee Benefits	62,208	762,578	1,128,434	365,856	67.58%	793,428	970,332
Purchased or Contracted Services	17,052	193,989	292,515	98,526	66.32%	126,437	217,577
Utilities:							
Water/Sewerage	93	1,030	2,000	970	51.50%	885	1,155
Natural Gas	164	1,578	1,400	(178)	112.71%	1,725	1,985
Electricity	534	6,304	9,300	2,996	67.78%	6,423	7,538
Gasoline	1,959	23,944	61,087	37,143	39.20%	23,392	32,978
Stormwater	360	3,414	5,000	1,586	68.28%	3,414	4,092
Customer Service Fee	7	65	80	15	81.25%	65	78
Total Utilities	3,117	36,335	78,867	42,532	46.07%	35,904	47,826
Supplies	16,084	152,892	239,408	86,516	63.86%	119,315	160,434
Capital Outlay:							
Property (Land and Buildings)		749,764		(749,764)		975,822	1,746,212
Machinery and Equipment		159,851	153,640	(6,211)	104.04%	93,711	93,711
Capital Outlay - Reclass to Balance Sheet		(899,204)	(142,740)	756,464	629.96%	(1,060,932)	(1,831,322)
Total Capital Outlay		10,411	10,900	489	95.51%	8,601	8,601
Depreciation Expense						474,447	563,595
Bad Debt	1,679	14,068	12,770	(1,298)	110.16%	3,251	4,794
Inter-Departmental Charges	21,900	218,807	262,805	43,998	83.26%	194,335	233,812
TOTAL OPERATING EXPENSE	**122,040**	**1,389,080**	**2,025,699**	**636,619**	**68.57%**	**1,755,718**	**2,206,971**
OPERATING INCOME (LOSS)	**117,527**	**905,304**	**747,354**	**157,950**	**121.13%**	**274,458**	**432,930**
NON-OPERATING INCOME (EXPENSE)							
Intergovernmental							
State Government Grants							
Direct							
GMA Safety Grant		2,539		2,539			
Total Direct		2,539		(2,539)	0.00%		
Total State Government Grants		2,539		2,539			
Total Intergovernmental revenue		2,539		2,539			

INTERIM STATEMENTS by Fund
560-Stormwater Utility Fund
For the Ten Months Ending Sunday, April 30, 2023

	FISCAL YEAR 2023			Variance with Amended Budget		PRIOR FYTD	
	Actual		Amended			4/30/2022	6/30/2022
	MTD	FYTD	Budget	$ Over / (Under)	%	Actual	Actual
Intergovernmental - Exp		(18,181)	(30,000)	11,819	60.60%	(47,083)	(53,564)
Total Intergovernmental - net		(15,642)	(30,000)	14,358	52.14%	(47,083)	(53,564)
Interest Income							
Bank Account Interest	227	2,269		2,269		2,269	2,722
Total Interest/Investment Income	227	2,269		2,269		2,269	2,722
Interest Expense	(3,773)	(34,480)	(49,120)	14,640	70.20%	(28,812)	(34,898)
Total principal and interest expense	(3,773)	(34,480)	(49,120)	14,640	70.20%	(28,812)	(34,898)
Contributions and donations							
Contributions & Donations						250	250
GMA Safety Grant			2,548	(2,548)			
Total contributions and donations			2,548	(2,548)		250	250
Gain (loss) on sale of capital assets							
Gain / Loss on Sale of Assets		8,026		8,026		52,204	53,784
Total gain (loss) on sale of capital assets		8,026		8,026		52,204	53,784
TOTAL NON-OPERATING INCOME (EXPENSE)	**(3,546)**	**(39,827)**	**(76,572)**	**36,745**	**52.01%**	**(21,172)**	**(31,706)**
INCOME (LOSS) BEFORE TRANSFERS	**113,981**	**865,477**	**670,782**	**194,695**	**129.03%**	**253,286**	**401,224**
CHANGE IN NET POSITION	**$113,981**	**$865,477**	**$670,782**	**$194,695**	**129.03%**	**$253,286**	**$401,224**
CONTROL TOTALS							
Total Revenues	$239,793	$2,307,218	$2,775,601	($468,383)	83.12%	$2,084,898	$2,696,658
Total Expenditures	125,811	1,441,740	2,104,819	663,079	68.50%	1,831,612	2,295,434
Revenues less expenditures	113,982	865,478	670,782	(194,696)	129.03%	253,286	401,224
Difference	($1)	($1)		$1	0.00%		

INTERIM STATEMENTS by Fund
570-Telecommunications Fund
For the Ten Months Ending Sunday, April 30, 2023

	FISCAL YEAR 2023			Variance with Amended Budget		PRIOR FYTD	
	Actual		Amended			4/30/2022	6/30/2022
	MTD	FYTD	Budget	$ Over / (Under)	%	Actual	Actual
CHARGES FOR SERVICES							
Other / enterprise charges and fees							
Fiber Fees	$44,586	$442,048	$507,620	($65,572)	87.08%	$379,370	$502,067
Telecom - Internal Customer Fees	36,864	368,639	506,510	(137,871)	72.78%	321,549	412,754
Telecom - Telephone Internal Customer Fees	4,350	43,332		43,332			
Total other / enterprise charges and fees	85,800	854,019	1,014,130	(160,111)	84.21%	700,919	914,821
TOTAL CHARGES FOR SERVICES	**85,800**	**854,019**	**1,014,130**	**(160,111)**	**84.21%**	**700,919**	**914,821**
TOTAL OPERATING REVENUE	**85,800**	**854,019**	**1,014,130**	**(160,111)**	**84.21%**	**700,919**	**914,821**
OPERATING EXPENSE							
Personal Services and Employee Benefits:							
Salaries and Wages	11,480	101,244	168,682	67,438	60.02%	65,357	79,705
Employee Benefits	5,060	55,849	89,987	34,138	62.06%	32,119	38,943
Allocated Payroll Costs	5,311	53,106	63,727	10,621	83.33%		
Total Personal Services and Employee Benefits	21,851	210,199	322,396	112,197	65.20%	97,476	118,648
Purchased or Contracted Services	6,304	69,884	191,543	121,659	36.48%	25,913	52,993
Utilities:							
Gasoline	124	1,146	3,360	2,214	34.11%	478	936
Total Utilities	124	1,146	3,360	2,214	34.11%	478	936
Supplies	15,409	195,801	323,900	128,099	60.45%	154,521	186,941
Capital Outlay:							
Property (Land and Buildings)		40,976	192,640	151,664	21.27%	263,473	402,380
Machinery and Equipment	1,464	34,582	35,000	418	98.81%	34,270	34,270
Capital Outlay - Reclass to Balance Sheet	(1,464)	(73,110)	(192,640)	(119,530)	37.95%	(297,743)	(370,361)
Total Capital Outlay		2,448	35,000	32,552	6.99%		66,289
Depreciation Expense						61,894	76,448
Inter-Departmental Charges	3,115	31,152	37,382	6,230	83.33%	9,575	11,490
TOTAL OPERATING EXPENSE	**46,803**	**510,630**	**913,581**	**402,951**	**55.89%**	**349,857**	**513,745**
OPERATING INCOME (LOSS)	**38,997**	**343,389**	**100,549**	**242,840**	**341.51%**	**351,062**	**401,076**
NON-OPERATING INCOME (EXPENSE)							
Intergovernmental							
Gain (loss) on sale of capital assets							
Gain / Loss on Sale of Assets						4,325	4,325
Total gain (loss) on sale of capital assets						4,325	4,325
TOTAL NON-OPERATING INCOME (EXPENSE)						**4,325**	**4,325**
INCOME (LOSS) BEFORE TRANSFERS	**38,997**	**343,389**	**100,549**	**242,840**	**341.51%**	**355,387**	**405,401**
CHANGE IN NET POSITION	**$38,997**	**$343,389**	**$100,549**	**$242,840**	**341.51%**	**$355,387**	**$405,401**
CONTROL TOTALS							
Total Revenues	$85,800	$854,020	$1,014,130	($160,110)	84.21%	$705,245	$919,146
Total Expenditures	46,803	510,629	913,582	402,953	55.89%	349,856	513,744
Revenues less expenditures	38,997	343,391	100,548	(242,843)	341.52%	355,389	405,402
Difference		($2)	$1	$3	(200.00%)	($2)	($1)

INTERIM STATEMENTS by Fund
570-Telecommunications Fund
For the Ten Months Ending Sunday, April 30, 2023

FISCAL YEAR 2023			Variance with	PRIOR FYTD	
Actual		Amended	Amended Budget	4/30/2022	6/30/2022
MTD	FYTD	Budget	$ Over / (Under) %	Actual	Actual

INTERIM STATEMENTS by Fund

591-Golf Course Fund

For the Ten Months Ending Sunday, April 30, 2023

	FISCAL YEAR 2023			Variance with Amended Budget		PRIOR FYTD	
	Actual		Amended			4/30/2022	6/30/2022
	MTD	FYTD	Budget	$ Over / (Under)	%	Actual	Actual
CHARGES FOR SERVICES							
Streets and public improvements	$28	$107		$107		$571	$679
Other / enterprise charges and fees							
Green Fees	38,704	209,507	180,000	29,507	116.39%	127,121	182,723
Handicap Fees			600	(600)			
Golf Cart Rentals	6,302	154,153	180,000	(25,847)	85.64%	125,892	180,689
Merchandise Sales	5,025	45,137	40,000	5,137	112.84%	27,136	39,945
Driving Range Fees	2,835	19,622	15,000	4,622	130.81%	12,396	18,071
Special Fees			25,000	(25,000)			
Membership Fees	2,450	25,550	11,000	14,550	232.27%	17,800	27,950
Food & Beverage	2,735	26,860	30,000	(3,140)	89.53%	20,110	28,244
Beer Sales	2,172	13,080	12,000	1,080	109.00%	9,362	13,556
Pull Cart Rentals			7,500	(7,500)		3,839	3,839
Tournament Fees	3,524	29,407	7,500	21,907	392.09%	8,467	14,469
Total other / enterprise charges and fees	63,747	523,316	508,600	14,716	102.89%	352,123	509,486
TOTAL CHARGES FOR SERVICES	**63,775**	**523,423**	**508,600**	**14,823**	**102.91%**	**352,694**	**510,165**
RENTS AND ROYALTIES							
Equipment Rental Fees	140	720		720		340	420
Cash Over/Short	26	229		229		(115)	(84)
Misc Revenue		248		248		295	295
TOTAL RENTS AND ROYALTIES	**166**	**1,197**		**1,197**		**520**	**631**
TOTAL OPERATING REVENUE	**63,941**	**524,620**	**508,600**	**16,020**	**103.15%**	**353,214**	**510,796**
OPERATING EXPENSE							
Personal Services and Employee Benefits:							
Salaries and Wages	29,267	300,760	358,926	58,166	83.79%	291,958	363,634
Employee Benefits	8,291	124,439	158,122	33,683	78.70%	101,539	122,372
Allocated Payroll Costs	(2,296)	(22,959)	(27,551)	(4,592)	83.33%	(19,868)	(23,842)
Total Personal Services and Employee Benefits	35,262	402,240	489,497	87,257	82.17%	373,629	462,164
Purchased or Contracted Services	14,627	92,277	121,780	29,503	75.77%	84,089	104,996
Utilities:							
Water/Sewerage	271	2,819	4,300	1,481	65.56%	2,208	2,838
Electricity	897	7,503	12,400	4,897	60.51%	5,996	7,809
Gasoline	1,857	22,882	50,720	27,838	45.11%	24,397	34,342
Stormwater	776	7,348	8,930	1,582	82.28%	7,071	8,531
Customer Service Fee	3	33	40	7	82.50%	33	39
Total Utilities	3,804	40,585	76,390	35,805	53.13%	39,705	53,559
Supplies	14,650	109,662	154,090	44,428	71.17%	108,541	151,553
Capital Outlay:							
Property (Land and Buildings)		9,818	10,000	182	98.18%		
Machinery and Equipment		85,997	94,030	8,033	91.46%	31,364	31,364
Capital Outlay - Reclass to Balance Sheet		(95,815)	(32,530)	63,285	294.54%	(31,364)	(31,364)
Total Capital Outlay			71,500	71,500			
Depreciation Expense						47,498	59,511
Inter-Departmental Charges	13,167	131,673	158,007	26,334	83.33%	123,767	148,555
TOTAL OPERATING EXPENSE	**81,510**	**776,437**	**1,071,264**	**294,827**	**72.48%**	**777,229**	**980,338**
OPERATING INCOME (LOSS)	**(17,569)**	**(251,817)**	**(562,664)**	**310,847**	**44.75%**	**(424,015)**	**(469,542)**
NON-OPERATING INCOME (EXPENSE)							
Intergovernmental							
Gain (loss) on sale of capital assets							

INTERIM STATEMENTS by Fund
591-Golf Course Fund
For the Ten Months Ending Sunday, April 30, 2023

	FISCAL YEAR 2023			Variance with Amended Budget		PRIOR FYTD	
	Actual		Amended			4/30/2022	6/30/2022
	MTD	FYTD	Budget	$ Over / (Under)	%	Actual	Actual
Gain / Loss on Sale of Assets		822		822			
Total gain (loss) on sale of capital assets		822		822			
TOTAL NON-OPERATING INCOME (EXPENSE)		**822**		**822**			
INCOME (LOSS) BEFORE TRANSFERS	**(17,569)**	**(250,995)**	**(562,664)**	**311,669**	**44.61%**	**(424,015)**	**(469,542)**
TRANSFERS							
Transfers - in			559,665	(559,665)			
TOTAL TRANSFERS - NET			**559,665**	**(559,665)**			
CHANGE IN NET POSITION	**($17,569)**	**($250,995)**	**($2,999)**	**($247,996)**	**8,369.29%**	**($424,015)**	**($469,542)**
CONTROL TOTALS							
Total Revenues	$63,941	$525,443	$1,068,265	($542,822)	49.19%	$353,215	$510,795
Total Expenditures	81,511	776,437	1,071,264	294,827	72.48%	777,226	980,338
Revenues less expenditures	(17,570)	(250,994)	(2,999)	247,995	8,369.26%	(424,011)	(469,543)
Difference	$1	($1)		$1	0.00%	($4)	$1

	FISCAL YEAR 2023			Variance with Amended Budget		PRIOR FYTD	
	Actual		Amended			4/30/2022	6/30/2022
	MTD	FYTD	Budget	$ Over / (Under)	%	Actual	Actual
CHARGES FOR SERVICES							
General government:							
Motor pool charges	$89,054	$890,966	$1,031,705	($140,739)	86.36%	$954,450	$954,450
Total general government	89,054	890,966	1,031,705	140,739	86.36%	954,450	954,450
Utilities / enterprise charges and fees							
Sale of Recycled Materials		7,133		7,133		1,116	1,116
Total utilities / enterprise charges and fees		7,133		7,133		1,116	1,116
TOTAL CHARGES FOR SERVICES	**89,054**	**898,099**	**1,031,705**	**(133,606)**	**87.05%**	**955,566**	**955,566**
RENTS AND ROYALTIES							
Misc Revenue		169		169		1,617	3,304
TOTAL RENTS AND ROYALTIES		**169**		**169**		**1,617**	**3,304**
TOTAL OPERATING REVENUE	**89,054**	**898,268**	**1,031,705**	**(133,437)**	**87.07%**	**957,183**	**958,870**
OPERATING EXPENSE							
Personal Services and Employee Benefits:							
Salaries and Wages	30,005	300,882	443,513	142,631	67.84%	340,685	418,238
Employee Benefits	12,560	158,134	214,634	56,500	73.68%	148,348	177,765
Total Personal Services and Employee Benefits	42,565	459,016	658,147	199,131	69.74%	489,033	596,003
Purchased or Contracted Services	4,881	41,550	55,460	13,910	74.92%	50,920	73,327
Utilities:							
Water/Sewerage	681	4,988	7,600	2,612	65.63%	5,595	6,634
Natural Gas	843	8,255	5,400	(2,855)	152.87%	8,202	9,297
Electricity	1,538	16,480	24,360	7,880	67.65%	16,362	19,606
Gasoline	189	3,918	18,800	14,882	20.84%	4,880	20,254
Stormwater	428	4,050	4,935	885	82.07%	3,855	4,660
Customer Service Fee	10	98	120	22	81.67%	98	117
Total Utilities	3,689	37,789	61,215	23,426	61.73%	38,992	60,568
Supplies	64,381	705,516	632,700	(72,816)	111.51%	642,593	787,255
Capital Outlay:							
Machinery and Equipment		132,065	147,100	15,035	89.78%		
Capital Outlay - Reclass to Balance Sheet		(127,066)	(96,500)	30,566	131.67%		
Total Capital Outlay		4,999	50,600	45,601	9.88%		
Depreciation Expense						40,425	49,919
Inter-Departmental Charges	13,409	135,129	160,907	25,778	83.98%	121,942	146,330
TOTAL OPERATING EXPENSE	**128,925**	**1,383,999**	**1,619,029**	**235,030**	**85.48%**	**1,383,905**	**1,713,402**
OPERATING INCOME (LOSS)	**(39,871)**	**(485,731)**	**(587,324)**	**101,593**	**82.70%**	**(426,722)**	**(754,532)**
NON-OPERATING INCOME (EXPENSE)							
Intergovernmental							
Gain (loss) on sale of capital assets							
Gain / Loss on Sale of Assets			50,000	(50,000)		1,126	1,126
Total gain (loss) on sale of capital assets			50,000	(50,000)		1,126	1,126
TOTAL NON-OPERATING INCOME (EXPENSE)			**50,000**	**(50,000)**		**1,126**	**1,126**
INCOME (LOSS) BEFORE TRANSFERS	**(39,871)**	**(485,731)**	**(537,324)**	**51,593**	**90.40%**	**(425,596)**	**(753,406)**
TRANSFERS							

INTERIM STATEMENTS by Fund

Internal Service Funds

For the Ten Months Ending Sunday, April 30, 2023

	FISCAL YEAR 2023			Variance with Amended Budget		PRIOR FYTD	
	Actual		Amended			4/30/2022	6/30/2022
	MTD	FYTD	Budget	$ Over / (Under)	%	Actual	Actual
Transfers - in			537,324	(537,324)			
TOTAL TRANSFERS - NET			**537,324**	**(537,324)**			
CHANGE IN NET POSITION	**($39,871)**	**($485,731)**		**($485,731)**	**0.00%**	**($425,596)**	**($753,406)**
CONTROL TOTALS							
Total Revenues	$89,054	$898,268	$1,619,029	($720,761)	55.48%	$958,309	$959,997
Total Expenditures	128,923	1,383,999	1,619,029	235,030	85.48%	1,383,904	1,713,401
Revenues less expenditures	(39,869)	(485,731)		485,731	0.00%	(425,595)	(753,404)
Difference	($2)				0.00%	($1)	($2)

	FISCAL YEAR 2023			Variance with		PRIOR FYTD	
	Actual		Amended	Amended Budget		4/30/2022	6/30/2022
	MTD	FYTD	Budget	$ Over / (Under)	%	Actual	Actual
CHARGES FOR SERVICES							
General government:							
Motor pool charges	$89,054	$890,966	$1,031,705	($140,739)	86.36%	$954,450	$954,450
Total general government	89,054	890,966	1,031,705	140,739	86.36%	954,450	954,450
Utilities / enterprise charges and fees							
Sale of Recycled Materials		7,133		7,133		1,116	1,116
Total utilities / enterprise charges and fees		7,133		7,133		1,116	1,116
TOTAL CHARGES FOR SERVICES	**89,054**	**898,099**	**1,031,705**	**(133,606)**	**87.05%**	**955,566**	**955,566**
RENTS AND ROYALTIES							
Misc Revenue		169		169		1,617	3,304
TOTAL RENTS AND ROYALTIES		**169**		**169**		**1,617**	**3,304**
TOTAL OPERATING REVENUE	**89,054**	**898,268**	**1,031,705**	**(133,437)**	**87.07%**	**957,183**	**958,870**
OPERATING EXPENSE							
Personal Services and Employee Benefits:							
Salaries and Wages	30,005	300,882	443,513	142,631	67.84%	340,685	418,238
Employee Benefits	12,560	158,134	214,634	56,500	73.68%	148,348	177,765
Total Personal Services and Employee Benefits	42,565	459,016	658,147	199,131	69.74%	489,033	596,003
Purchased or Contracted Services	4,881	41,550	55,460	13,910	74.92%	50,920	73,327
Utilities:							
Water/Sewerage	681	4,988	7,600	2,612	65.63%	5,595	6,634
Natural Gas	843	8,255	5,400	(2,855)	152.87%	8,202	9,297
Electricity	1,538	16,480	24,360	7,880	67.65%	16,362	19,606
Gasoline	189	3,918	18,800	14,882	20.84%	4,880	20,254
Stormwater	428	4,050	4,935	885	82.07%	3,855	4,660
Customer Service Fee	10	98	120	22	81.67%	98	117
Total Utilities	3,689	37,789	61,215	23,426	61.73%	38,992	60,568
Supplies	64,381	705,516	632,700	(72,816)	111.51%	642,593	787,255
Capital Outlay:							
Machinery and Equipment		132,065	147,100	15,035	89.78%		
Capital Outlay - Reclass to Balance Sheet		(127,066)	(96,500)	30,566	131.67%		
Total Capital Outlay		4,999	50,600	45,601	9.88%		
Depreciation Expense						40,425	49,919
Inter-Departmental Charges	13,409	135,129	160,907	25,778	83.98%	121,942	146,330
TOTAL OPERATING EXPENSE	**128,925**	**1,383,999**	**1,619,029**	**235,030**	**85.48%**	**1,383,905**	**1,713,402**
OPERATING INCOME (LOSS)	**(39,871)**	**(485,731)**	**(587,324)**	**101,593**	**82.70%**	**(426,722)**	**(754,532)**
NON-OPERATING INCOME (EXPENSE)							
Intergovernmental							
Gain (loss) on sale of capital assets							
Gain / Loss on Sale of Assets			50,000	(50,000)		1,126	1,126
Total gain (loss) on sale of capital assets			50,000	(50,000)		1,126	1,126
TOTAL NON-OPERATING INCOME (EXPENSE)			**50,000**	**(50,000)**		**1,126**	**1,126**
INCOME (LOSS) BEFORE TRANSFERS	**(39,871)**	**(485,731)**	**(537,324)**	**51,593**	**90.40%**	**(425,596)**	**(753,406)**
TRANSFERS							

INTERIM STATEMENTS by Fund

601-Internal Service Fund - Motor Pool Fund

For the Ten Months Ending Sunday, April 30, 2023

	FISCAL YEAR 2023			Variance with Amended Budget		PRIOR FYTD	
	Actual		Amended			4/30/2022	6/30/2022
	MTD	FYTD	Budget	$ Over / (Under)	%	Actual	Actual
Transfers - in			537,324	(537,324)			
TOTAL TRANSFERS - NET			**537,324**	**(537,324)**			
CHANGE IN NET POSITION	**($39,871)**	**($485,731)**		**($485,731)**	**0.00%**	**($425,596)**	**($753,406)**
CONTROL TOTALS							
Total Revenues	$89,054	$898,268	$1,619,029	($720,761)	55.48%	$958,309	$959,997
Total Expenditures	128,923	1,383,999	1,619,029	235,030	85.48%	1,383,904	1,713,401
Revenues less expenditures	(39,869)	(485,731)		485,731	0.00%	(425,595)	(753,404)
Difference	($2)				0.00%	($1)	($2)

INTERIM STATEMENTS by Fund
Component Units
For the Ten Months Ending Sunday, April 30, 2023

	FISCAL YEAR 2023 Actual MTD	FISCAL YEAR 2023 Actual FYTD	FISCAL YEAR 2023 Amended Budget	Variance with Amended Budget $ Over / (Under)	Variance with Amended Budget %	PRIOR FYTD 4/30/2022 Actual	PRIOR FYTD 6/30/2022 Actual
CHARGES FOR SERVICES							
Other / enterprise charges and fees							
Fuel Sales - AVGAS	$9,442	$125,891	$272,200	($146,309)	46.25%	$145,656	$177,126
Fuel Sales - Jet A	14,081	142,249	172,800	(30,551)	82.32%	106,625	143,949
Airport Services - Tug Fees		210		210		350	400
Total other / enterprise charges and fees	23,523	268,350	445,000	(176,650)	60.30%	252,631	321,475
Other fees							
Fuel Flowage Fees		19,120	24,000	(4,880)	79.67%	20,240	25,920
Overnight Fees		210	200	10	105.00%	180	220
Total other fees		19,330	24,200	(4,870)	79.88%	20,420	26,140
TOTAL CHARGES FOR SERVICES	**23,523**	**287,680**	**469,200**	**(181,520)**	**61.31%**	**273,051**	**347,615**
RENTS AND ROYALTIES							
Property Rental						29,900	30,300
AMR from MEAG Trust	815	7,335	9,780	(2,445)	75.00%	8,150	9,780
T-Hangar Rentals	1,025	8,780	11,880	(3,100)	73.91%	8,910	10,890
Tie Down Rentals	100	900	1,000	(100)	90.00%	1,000	1,200
Ground Leases	11,689	106,056	139,929	(33,873)	75.79%	116,666	139,849
TOTAL RENTS AND ROYALTIES	**13,629**	**123,071**	**162,589**	**(39,518)**	**75.69%**	**164,626**	**192,019**
TOTAL OPERATING REVENUE	**37,152**	**410,751**	**631,789**	**(221,038)**	**65.01%**	**437,677**	**539,634**
OPERATING EXPENSE							
Personal Services and Employee Benefits:							
Salaries and Wages	13,558	139,313	186,470	47,157	74.71%	124,476	156,666
Employee Benefits	5,672	70,228	89,352	19,124	78.60%	70,203	84,991
Total Personal Services and Employee Benefits	19,230	209,541	275,822	66,281	75.97%	194,679	241,657
Purchased or Contracted Services	20,813	110,556	136,841	26,285	80.79%	101,949	140,670
Utilities:							
Water/Sewerage	180	2,190	2,550	360	85.88%	1,710	2,067
Natural Gas	251	3,185	2,900	(285)	109.83%	2,997	3,400
Electricity	833	10,559	15,520	4,961	68.03%	10,060	12,143
Gasoline	300	4,273	6,300	2,027	67.83%	3,842	6,265
Stormwater	2,352	22,316	32,146	9,830	69.42%	21,257	25,696
Customer Service Fee	46	478	596	118	80.20%	481	579
Total Utilities	3,962	43,001	60,012	17,011	71.65%	40,347	50,150
Supplies	18,450	220,584	415,300	194,716	53.11%	261,663	330,534
Capital Outlay:							
Property (Land and Buildings)	(5,834)	166,368	119,499	(46,869)	139.22%	8,770,489	8,923,196
Machinery and Equipment						31,005	31,005
Capital Outlay - Reclass to Balance Sheet	5,834	(166,368)	(40,000)	126,368	415.92%	(8,801,493)	(8,954,200)
Total Capital Outlay			79,499	79,499		1	1
Depreciation Expense						102,497	130,699
Inter-Departmental Charges	23,435	234,349	281,218	46,869	83.33%	189,120	227,094
Miscellaneous		18,550	46,889	28,339	39.56%	30,225	30,225
TOTAL OPERATING EXPENSE	**85,890**	**836,581**	**1,295,581**	**459,000**	**64.57%**	**920,481**	**1,151,030**
OPERATING INCOME (LOSS)	**(48,738)**	**(425,830)**	**(663,792)**	**237,962**	**64.15%**	**(482,804)**	**(611,396)**
NON-OPERATING INCOME (EXPENSE)							
Intergovernmental							
Federal Government Grants							
Operating - Categorical							

	FISCAL YEAR 2023			Variance with Amended Budget		PRIOR FYTD	
	Actual		Amended			4/30/2022	6/30/2022
	MTD	FYTD	Budget	$ Over / (Under)	%	Actual	Actual
Indirect						32,000	32,000
Total Operating - Categorical						32,000	32,000
Capital							
Direct			71,549	(71,549)			
Indirect	14,822	23,070		23,070		7,871,746	7,873,497
Net Capital	14,822	23,070	71,549	(48,479)	32.24%	7,871,746	7,873,497
Total Federal Government Grants	14,822	23,070	71,549	(48,479)	32.24%	7,903,746	7,905,497
State Government Grants							
Capital							
Direct (CDBG Grant Proceeds)	823	117,030	3,975	113,055	2,944.15%	434,256	499,607
Total Capital	14,822	23,070	71,549	(48,479)	32.24%	7,871,746	7,873,497
Total State Government Grants	823	117,030	3,975	113,055	2,944.15%	434,256	499,607
Local Government Unit Grants							
Spalding Co. Contribution		31,025		31,025		31,026	190,399
Spalding County Contribution			511,427	(511,427)			
City of Griffin Contribution							(160,575)
Total Local Government Unit Grants		31,025	511,427	480,402	6.07%	31,026	29,824
Total Intergovernmental revenue	15,645	171,125	586,951	(415,826)	29.15%	8,369,028	8,434,928
Total Intergovernmental - net	15,645	171,125	586,951	(415,826)	29.15%	8,369,028	8,434,928
Interest Income							
Bank Account Interest	720	7,999		7,999		47	132
Total Interest/Investment Income	720	7,999		7,999		47	132
Interest Expense	1,525	(136,715)	(156,130)	19,415	87.56%	(59,295)	(134,974)
Total principal and interest expense	1,525	(136,715)	(156,130)	19,415	87.56%	(59,295)	(134,974)
Contributions and donations							
Contributions & Donations		10,206		10,206			732
Total contributions and donations		10,206		10,206			732
Gain (loss) on sale of capital assets							
Gain / Loss on Sale of Assets							3,000
Total gain (loss) on sale of capital assets							3,000
TOTAL NON-OPERATING INCOME (EXPENSE)	**17,890**	**52,615**	**430,821**	**(378,206)**	**12.21%**	**8,309,780**	**8,303,818**
INCOME (LOSS) BEFORE TRANSFERS	**(30,848)**	**(373,215)**	**(232,971)**	**(140,244)**	**160.20%**	**7,826,976**	**7,692,422**
TRANSFERS							
Transfers - in			699,952	(699,952)			
TOTAL TRANSFERS - NET			**699,952**	**(699,952)**			
CHANGE IN NET POSITION	**($30,848)**	**($373,215)**	**$466,981**	**($840,196)**	**(79.92%)**	**$7,826,976**	**$7,692,422**
CONTROL TOTALS							
Total Revenues	$53,518	$600,080	$1,918,691	($1,318,611)	31.28%	$8,806,751	$8,978,424
Total Expenditures	84,364	973,295	1,451,710	478,415	67.04%	979,776	1,286,003
Revenues less expenditures	(30,846)	(373,215)	466,981	840,196	(79.92%)	7,826,975	7,692,421
Difference	($2)				0.00%	$1	$1

FISCAL YEAR 2023			Variance with	PRIOR FYTD	
Actual		Amended	Amended Budget	4/30/2022	6/30/2022
MTD	FYTD	Budget	$ Over / (Under) %	Actual	Actual

INTERIM STATEMENTS by Fund
550-Griffin-Spalding Airport Authority Fund
For the Ten Months Ending Sunday, April 30, 2023

	FISCAL YEAR 2023			Variance with Amended Budget		PRIOR FYTD	
	Actual		Amended			4/30/2022	6/30/2022
	MTD	FYTD	Budget	$ Over / (Under)	%	Actual	Actual
CHARGES FOR SERVICES							
Other / enterprise charges and fees							
Fuel Sales - AVGAS	$9,442	$125,891	$272,200	($146,309)	46.25%	$145,656	$177,126
Fuel Sales - Jet A	14,081	142,249	172,800	(30,551)	82.32%	106,625	143,949
Airport Services - Tug Fees		210		210		350	400
Total other / enterprise charges and fees	23,523	268,350	445,000	(176,650)	60.30%	252,631	321,475
Other fees							
Fuel Flowage Fees		19,120	24,000	(4,880)	79.67%	20,240	25,920
Overnight Fees		210	200	10	105.00%	180	220
Total other fees		19,330	24,200	(4,870)	79.88%	20,420	26,140
TOTAL CHARGES FOR SERVICES	**23,523**	**287,680**	**469,200**	**(181,520)**	**61.31%**	**273,051**	**347,615**
RENTS AND ROYALTIES							
AMR from MEAG Trust	815	7,335	9,780	(2,445)	75.00%	8,150	9,780
T-Hangar Rentals	1,025	8,780	11,880	(3,100)	73.91%	8,910	10,890
Tie Down Rentals	100	900	1,000	(100)	90.00%	1,000	1,200
Ground Leases	11,689	106,056	139,929	(33,873)	75.79%	116,666	139,849
TOTAL RENTS AND ROYALTIES	**13,629**	**123,071**	**162,589**	**(39,518)**	**75.69%**	**134,726**	**161,719**
TOTAL OPERATING REVENUE	**37,152**	**410,751**	**631,789**	**(221,038)**	**65.01%**	**407,777**	**509,334**
OPERATING EXPENSE							
Personal Services and Employee Benefits:							
Salaries and Wages	13,558	139,313	186,470	47,157	74.71%	124,476	156,666
Employee Benefits	5,672	70,228	89,352	19,124	78.60%	70,203	84,991
Total Personal Services and Employee Benefits	19,230	209,541	275,822	66,281	75.97%	194,679	241,657
Purchased or Contracted Services	19,314	93,423	110,843	17,420	84.28%	86,521	116,385
Utilities:							
Water/Sewerage	180	2,190	2,550	360	85.88%	1,710	2,067
Natural Gas	251	3,185	2,900	(285)	109.83%	2,997	3,400
Electricity	833	10,559	15,520	4,961	68.03%	10,060	12,143
Gasoline	300	4,273	6,300	2,027	67.83%	3,842	6,265
Stormwater	2,297	21,755	31,155	9,400	69.83%	20,706	25,030
Customer Service Fee	39	390	440	50	88.64%	384	462
Total Utilities	3,900	42,352	58,865	16,513	71.95%	39,699	49,367
Supplies	17,921	217,391	409,550	192,159	53.08%	259,489	325,703
Capital Outlay:							
Property (Land and Buildings)	(5,834)	166,368	119,499	(46,869)	139.22%	8,770,489	8,923,196
Machinery and Equipment						31,005	31,005
Capital Outlay - Reclass to Balance Sheet	5,834	(166,368)	(40,000)	126,368	415.92%	(8,801,493)	(8,954,200)
Total Capital Outlay			79,499	79,499		1	1
Depreciation Expense						102,497	130,699
Inter-Departmental Charges	5,201	52,007	62,408	10,401	83.33%	46,925	56,460
TOTAL OPERATING EXPENSE	**65,566**	**614,714**	**996,987**	**382,273**	**61.66%**	**729,811**	**920,272**
OPERATING INCOME (LOSS)	**(28,414)**	**(203,963)**	**(365,198)**	**161,235**	**55.85%**	**(322,034)**	**(410,938)**
NON-OPERATING INCOME (EXPENSE)							
Intergovernmental							
Federal Government Grants							
Operating - Categorical							
Indirect						32,000	32,000
Total Operating - Categorical						32,000	32,000

INTERIM STATEMENTS by Fund

550-Griffin-Spalding Airport Authority Fund

For the Ten Months Ending Sunday, April 30, 2023

	FISCAL YEAR 2023			Variance with Amended Budget		PRIOR FYTD	
	Actual		Amended			4/30/2022	6/30/2022
	MTD	FYTD	Budget	$ Over / (Under)	%	Actual	Actual
Capital							
Direct			71,549	(71,549)			
Indirect	14,822	23,070		23,070		7,871,746	7,873,497
Net Capital	14,822	23,070	71,549	(48,479)	32.24%	7,871,746	7,873,497
Total Federal Government Grants	14,822	23,070	71,549	(48,479)	32.24%	7,903,746	7,905,497
State Government Grants							
Capital							
Direct (CDBG Grant Proceeds)	823	117,030	3,975	113,055	2,944.15%	434,256	499,607
Total Capital	14,822	23,070	71,549	(48,479)	32.24%	7,871,746	7,873,497
Total State Government Grants	823	117,030	3,975	113,055	2,944.15%	434,256	499,607
Local Government Unit Grants							
Spalding Co. Contribution		31,025		31,025		31,026	190,399
Spalding County Contribution			511,427	(511,427)			
City of Griffin Contribution							(160,575)
Total Local Government Unit Grants		31,025	511,427	480,402	6.07%	31,026	29,824
Total Intergovernmental revenue	15,645	171,125	586,951	(415,826)	29.15%	8,369,028	8,434,928
Total Intergovernmental - net	15,645	171,125	586,951	(415,826)	29.15%	8,369,028	8,434,928
Interest Income							
Bank Account Interest	702	7,864		7,864		17	95
Total Interest/Investment Income	702	7,864		7,864		17	95
Interest Expense	1,525	(136,715)	(156,130)	19,415	87.56%	(59,295)	(134,974)
Total principal and interest expense	1,525	(136,715)	(156,130)	19,415	87.56%	(59,295)	(134,974)
Gain (loss) on sale of capital assets							
Gain / Loss on Sale of Assets							3,000
Total gain (loss) on sale of capital assets							3,000
TOTAL NON-OPERATING INCOME (EXPENSE)	**17,872**	**42,274**	**430,821**	**(388,547)**	**9.81%**	**8,309,750**	**8,303,049**
INCOME (LOSS) BEFORE TRANSFERS	**(10,542)**	**(161,689)**	**65,623**	**(227,312)**	**(246.39%)**	**7,987,716**	**7,892,111**
TRANSFERS							
Transfers - in			449,377	(449,377)			
TOTAL TRANSFERS - NET			**449,377**	**(449,377)**			
CHANGE IN NET POSITION	**($10,542)**	**($161,689)**	**$515,000**	**($676,689)**	**(31.40%)**	**$7,987,716**	**$7,892,111**
CONTROL TOTALS							
Total Revenues	$53,500	$589,739	$1,668,116	($1,078,377)	35.35%	$8,776,821	$8,947,356
Total Expenditures	64,041	751,429	1,153,116	401,687	65.17%	789,105	1,055,245
Revenues less expenditures	(10,541)	(161,690)	515,000	676,690	(31.40%)	7,987,716	7,892,111
Difference	($1)	$1		($1)	0.00%		

INTERIM STATEMENTS by Fund
952-Main Street Program Fund
For the Ten Months Ending Sunday, April 30, 2023

	FISCAL YEAR 2023			Variance with Amended Budget		PRIOR FYTD	
	Actual		Amended			4/30/2022	6/30/2022
	MTD	FYTD	Budget	$ Over / (Under)	%	Actual	Actual
OPERATING EXPENSE							
Purchased or Contracted Services	$1,203	$13,614	$15,023	$1,409	90.62%	$10,998	$19,855
Supplies	411	3,075	5,260	2,185	58.46%	2,174	4,831
Inter-Departmental Charges	9,117	91,171	109,405	18,234	83.33%	71,098	85,317
TOTAL OPERATING EXPENSE	**10,731**	**107,860**	**129,688**	**21,828**	**83.17%**	**84,270**	**110,003**
OPERATING INCOME (LOSS)	**(10,731)**	**(107,860)**	**(129,688)**	**21,828**	**83.17%**	**(84,270)**	**(110,003)**
NON-OPERATING INCOME (EXPENSE)							
Intergovernmental							
Contributions and donations							
Contributions & Donations		10,206		10,206			732
Total contributions and donations		10,206		10,206			732
TOTAL NON-OPERATING INCOME (EXPENSE)		**10,206**		**10,206**			**732**
INCOME (LOSS) BEFORE TRANSFERS	**(10,731)**	**(97,654)**	**(129,688)**	**32,034**	**75.30%**	**(84,270)**	**(109,271)**
TRANSFERS							
Transfers - in			129,688	(129,688)			
TOTAL TRANSFERS - NET			**129,688**	**(129,688)**			
CHANGE IN NET POSITION	**($10,731)**	**($97,654)**		**($97,654)**	**0.00%**	**($84,270)**	**($109,271)**
CONTROL TOTALS							
Total Revenues		$10,206	$129,688	($119,482)	7.87%		$732
Total Expenditures	10,731	107,860	129,688	21,828	83.17%	84,270	110,003
Revenues less expenditures	(10,731)	(97,654)		97,654	0.00%	(84,270)	(109,271)

INTERIM STATEMENTS by Fund

953-Downtown Development Authority Fund

For the Ten Months Ending Sunday, April 30, 2023

	FISCAL YEAR 2023			Variance with Amended Budget		PRIOR FYTD	
	Actual		Amended			4/30/2022	6/30/2022
	MTD	FYTD	Budget	$ Over / (Under)	%	Actual	Actual
RENTS AND ROYALTIES							
Property Rental						$29,900	$30,300
TOTAL RENTS AND ROYALTIES						**29,900**	**30,300**
TOTAL OPERATING REVENUE						**29,900**	**30,300**
OPERATING EXPENSE							
Purchased or Contracted Services	295	3,519	10,975	7,456	32.06%	4,430	4,430
Utilities:							
Stormwater	55	561	991	430	56.61%	551	666
Customer Service Fee	7	88	156	68	56.41%	98	117
Total Utilities	62	649	1,147	498	56.58%	649	783
Supplies	118	118	490	372	24.08%		
Inter-Departmental Charges	9,117	91,171	109,405	18,234	83.33%	71,098	85,317
Miscellaneous		18,550	46,889	28,339	39.56%	30,225	30,225
TOTAL OPERATING EXPENSE	**9,592**	**114,007**	**168,906**	**54,899**	**67.50%**	**106,402**	**120,755**
OPERATING INCOME (LOSS)	**(9,592)**	**(114,007)**	**(168,906)**	**54,899**	**67.50%**	**(76,502)**	**(90,455)**
NON-OPERATING INCOME (EXPENSE)							
Intergovernmental							
Interest Income							
Bank Account Interest	18	135		135		29	37
Total Interest/Investment Income	18	135		135		29	37
TOTAL NON-OPERATING INCOME (EXPENSE)	**18**	**135**		**135**		**29**	**37**
INCOME (LOSS) BEFORE TRANSFERS	**(9,574)**	**(113,872)**	**(168,906)**	**55,034**	**67.42%**	**(76,473)**	**(90,418)**
TRANSFERS							
Transfers - in			120,887	(120,887)			
TOTAL TRANSFERS - NET			**120,887**	**(120,887)**			
CHANGE IN NET POSITION	**($9,574)**	**($113,872)**	**($48,019)**	**($65,853)**	**237.14%**	**($76,473)**	**($90,418)**
CONTROL TOTALS							
Total Revenues	$18	$135	$120,887	($120,752)	0.11%	$29,929	$30,337
Total Expenditures	9,591	114,007	168,906	54,899	67.50%	106,401	120,755
Revenues less expenditures	(9,573)	(113,872)	(48,019)	65,853	237.14%	(76,472)	(90,418)
Difference	($1)				0.00%	($1)	

CITY OF GRIFFIN
SALES TAX ANALYSIS

LOCAL OPTION SALES TAX (LOST)

Month	FY 2019 MTD	FY 2019 FYTD Total	FY 2019 FYTD % of Budget	FY 2020 MTD	FY 2020 FYTD Total	FY 2020 FYTD % of Budget	FY 2021 MTD	FY 2021 FYTD Total	FY 2021 FYTD % of Budget	FY 2022 MTD	FY 2022 FYTD Total	FY 2022 FYTD % of Budget	FY 2023 MTD	FY 2023 FYTD Total	FY 2023 FYTD % of Budget	MTD Change from Prior Year	Percent
July	$ 314,711	$ 314,711	8.74%	$ 327,874	$ 327,874	8.56%	$ 367,813	$ 367,813	9.20%	$ 441,145	$ 441,145	9.29%	$ 458,324	$ 458,324	8.77%	$ 17,179	3.89%
August	320,798	635,509	17.65%	345,643	673,518	17.59%	363,115	730,929	18.27%	425,603	866,748	18.25%	452,002	910,327	17.42%	$ 26,399	6.20%
September	318,979	954,488	26.51%	343,743	1,017,261	26.56%	535,474	1,266,402	31.66%	410,717	1,277,465	26.89%	450,187	1,360,514	26.04%	$ 39,470	9.61%
October	287,035	1,241,522	34.49%	346,846	1,364,106	35.62%	371,230	1,637,632	40.94%	417,442	1,694,907	35.68%	463,086	1,823,600	34.90%	$ 45,644	10.93%
Distribution	1,967	1,243,489	34.54%				-										
November	335,899	1,579,388	43.87%	342,504	1,706,610	44.56%	416,315	2,053,947	51.35%	411,967	2,106,874	44.36%	468,213	2,291,813	43.86%	$ 56,246	13.65%
December	319,350	1,898,738	52.74%	350,132	2,056,742	53.70%	371,318	2,425,265	60.63%	442,119	2,548,993	53.66%	465,265	2,757,078	52.77%	$ 23,146	5.24%
January	378,963	2,277,701	63.27%	393,630	2,450,371	63.98%	459,874	2,885,139	72.13%	509,457	3,058,450	64.39%	545,958	3,303,035	63.22%	$ 36,501	7.16%
February	304,462	2,582,163	71.73%	325,150	2,775,521	72.47%	377,671	3,262,810	81.57%	397,730	3,456,180	72.76%	415,351	3,718,386	71.17%	$ 17,621	4.43%
March	301,566	2,883,729	80.10%	328,669	3,104,190	81.05%	358,504	3,621,314	90.53%	406,709	3,862,889	81.32%	420,772	4,139,158	79.22%	$ 14,063	3.46%
April	337,684	3,221,413	89.48%	360,784	3,464,974	90.47%	450,033	4,071,348	101.78%	472,417	4,335,306	91.27%	492,846	4,632,004	88.65%	$ 20,429	4.32%
Distribution							-										
May	313,786	3,535,199	98.20%	338,322	3,803,296	99.30%	436,995	4,508,343	112.71%	443,309	4,778,615	100.60%					
Jun	351,867	3,887,066	107.97%	390,985	4,194,282	109.51%	443,708	4,952,051	123.80%	451,702	5,230,317	110.11%					
Total	**$ 3,887,066**			**$ 4,194,282**			**$ 4,952,051**			**$ 5,230,317**			**$ 4,632,004**				
% of Budget	107.97%			109.51%			123.80%			110.11%			88.65%				
Budget	$ 3,600,000			$ 3,830,000			$ 4,000,000			$ 4,750,000			$ 5,225,000				
Average	$ 299,005			$ 349,523			$ 412,671			$ 435,860			$ 463,200				

SPECIAL PURPOSE LOCAL OPTION SALES TAX 2015 (SPLOST)

Month	FY 2019 MTD	FY 2019 FYTD Total	FY 2019 FYTD % of Budget	FY 2020 MTD	FY 2020 FYTD Total	FY 2020 FYTD % of Budget	FY 2021 MTD	FY 2021 FYTD Total	FY 2021 FYTD % of Budget	FY 2022 MTD	FY 2022 FYTD Total	FY 2022 FYTD % of Budget	MTD Change from Prior Year	Percent
July	$ 357,137	$ 357,137	9.40%	$ 384,755	$ 384,755	10.13%	$ 413,243	$ 413,243	10.87%	$ 473,838	$ 473,838	12.47%	$ 60,595	14.66%
August	354,864	712,001	18.74%	382,013	766,769	20.18%	575,604	988,847	26.02%	457,260	931,098	24.50%	(118,344)	(20.56%)
September	319,374	1,031,375	27.14%	385,586	1,152,355	30.33%	413,268	1,402,115	36.90%	464,652	1,395,750	36.73%	51,384	12.43%
October	373,673	1,405,048	36.97%	380,725	1,533,079	40.34%	463,503	1,865,618	49.10%	458,554	1,854,304	48.80%	(4,949)	(1.07%)
November	355,451	1,760,500	46.33%	387,384	1,920,463	50.54%	412,641	2,278,259	59.95%	491,720	2,346,024	61.74%	79,079	19.16%
December	423,782	2,184,282	57.48%	438,856	2,359,320	62.09%	511,979	2,790,238	73.43%	567,085	2,913,109	76.66%	55,106	10.76%
January	338,913	2,523,195	66.40%	355,815	2,715,135	71.45%	420,478	3,210,716	84.49%	442,807	3,355,916	88.31%	22,329	5.31%
February	335,780	2,858,975	75.24%	365,739	3,080,873	81.08%	399,127	3,609,843	95.00%	452,803	3,808,719	100.23%	53,676	13.45%
March	375,835	3,234,810	85.13%	399,687	3,480,560	91.59%	501,044	4,110,887	108.18%	523,091	4,331,810	114.00%	22,047	4.40%
April	369,023	3,603,833	94.84%	376,618	3,857,178	101.50%	486,523	4,597,410	120.98%	8,003	4,339,813	114.21%	(478,520)	(98.36%)
May	393,313	3,997,146	105.19%	434,912	4,292,090	112.95%	493,366	5,090,776	133.97%	4,136	4,343,949	114.31%	(489,230)	
Jun	364,922	4,362,068	121.17%	409,483	4,701,573	122.76%	491,126	5,581,902	139.55%					
Total	**$ 4,362,068**			**$ 4,701,573**			**$ 5,581,902**			**$ 4,343,949**				
% of Budget	114.79%			123.73%			146.89%			114.31%				
Budget	$ 3,800,000			$ 3,800,000			$ 3,800,000			$ 3,800,000				
Average	$ 363,506			$ 391,798			$ 465,159			$ 394,904				
% Increase PY	14.16%			7.78%			18.72%			-15.10%				
Actual Inception to Date	$ 12,798,345			$ 17,499,918			$ 23,081,820			$ 27,425,769				
Budget Amount	$ 11,980,100			$ 15,780,100			$ 19,580,100			$ 23,380,100				
Difference Actual over Budge	818,244.91			1,719,817.65			3,501,719.66			4,045,668.81				
Percent of Actual over Budge	7%			11%			18%			17%				

TRANSPORTATION - SPECIAL PURPOSE LOCAL OPTION SALES TAX 2022 (T-SPLOST)

	FY 2022			FY 2023		
Month	**MTD**	**FYTD Total**	**FYTD % of Budget**	**MTD**	**FYTD Total**	**FYTD % of Budget**
July	$ -	$ -		$ 364,041	$ 364,041	9.77%
August	-			359,820	723,861	19.42%
September	-			372,168	1,096,029	29.40%
October	-			374,023	1,470,053	39.44%
November	-			373,411	1,843,464	49.46%
December	-			440,751	2,284,214	61.28%
January	-			331,213	2,615,427	70.17%
February	-			342,395	2,957,822	79.35%
March	-			395,641	3,353,463	89.97%
April	349,959	349,959	47.05%	367,844	3,721,307	99.83%
May	355,568	705,527	94.86%			
Jun	366,889	1,072,416	144.19%			
Total	**$ 1,072,416**			**$ 3,721,307**		
% of Budget	144.19%			99.83%		
Budget	$ 743,750			$ 3,727,500		
Average	$ 357,472			$ 372,131		
% Increase PY				4.10%		
Actual Inception to Date	$ 1,072,416			$ 4,793,723		
Cummulative Budget	$ 743,750			$ 4,471,250		

AGENDA ITEM SUMMARY

ITEM SUMMARY:

Receive comments regarding a request to amend the Unified Development Code of the City of Griffin, Article 2, Section 202, Definitions, and Article 4, Procedures, in order to incorporate minimum zoning procedures required of the Zoning Procedures Law as set forth in HB 916 and HB 1405 (2022 General Session) and to otherwise amend the zoning policies and procedures and standards of the exercise. *Staff Attorney, Kelsey Carden and Director of Planning & Development, Chad Jacobs will address.*

SPECIAL CONSIDERATIONS OR CONCERNS:

Pursuant to HB 916 and HB 1405 regarding changes to the minimum zoning procedures in the State of Georgia, the City of Griffin must adopt the new procedures and standards by July 1, 2023 to remain compliant with State Law. This involves new definitions for quasi-judicial agencies and zoning decisions along with changes to the required hearing process, noticing, written policies and appeals.

STAFF RECOMMENDATION:

Staff recommends approval.

FINANCIAL IMPACT:

N/A

Submitted By:
Chad Jacobs

Meeting Date:
13/06/2023

Reviewed By:
Jessica O'Connor

ATTACHMENTS:
FINAL - Amendment to UDC Article 4 for HB 1405 and HB 916 Compliance 6.9.23.pdf
REDLINE - Amendments to Article 4 for ZPL Compliance 6.6.23 (002).pdf

No. 23 –

AN ORDINANCE

AN ORDINANCE, AMENDING THE TEXT OF THE UNIFIED DEVELOPMENT CODE OF THE CITY OF GRIFFIN, GEORGIA BY AMENDING ARTICLE 2, SECTION 202, DEFINITIONS; ARTICLE 4, PROCEDURES; SECTION 404G, PUBLIC HEARINGS; SECTION 404I, DECISIONS AND RECORDING; SECTION 404J; SECTION 404K; SECTION 405, REZONING EVALUATION CRITERIA; REMOVAL OF SECTIONS 405A THROUGH 405I; SECTION 406, SPECIAL USES; SECTION 406A; SECTION 406B, DECISIONS; SECTION 408, PUBLIC HEARINGS, SECTION 408A; SECTION 408B; SECTION 408C; SECTION 408D, NOTIFICATION SIGNS; SECTION 408E, PROCEEDINGS; SECTION 408F; SECTION 409B; SECTION 410, VARIANCES; SECTION 410C, PUBLIC HEARING REQUIRED; SECTION 410D, VARIANCE CRITERIA; SECTION 410E VARIANCE DECISIONS AND APPEALS; SECTION 412, RECORDS AND MINUTES OF PROCEEDINGS; SECTION 414, APPEAL OF DECISIONS; TO AMEND FOR COMPLIANCE WITH AMENDMENTS TO TITLE 36, CHAPTER 66, OFFICIAL CODE OF GEORGIA ANNOTATED (ZONING PROCEDURES LAW) BY H.B. 1405 (2022); TO PROVIDE AN EFFECTIVE DATE; TO PROVIDE FOR SERVERABILITY; TO RESTATE AND REAFFIRM THE UNIFIED DEVELOPMENT CODE OF GRIFFIN, GEORGIA, AS MODIFIED HEREBY; TO REPEAL ALL CODE PROVISIONS, ORDINANCES OR PARTS THEREOF IN CONFLICT HEREWITH; AND FOR OTHER PURPOSES.

BE IT ORDAINED BY THE BOARD OF COMMISSIONERS OF THE CITY OF GRIFFIN, GEORGIA, AND IT IS ESTABLISHED AS FOLLOWS:

Section 1. The Unified Development Code of the City of Griffin, Georgia, is hereby amended at Article 2, INTERPRETATIONS AND DEFINITIONS, Section 202, DEFINITIONS, with all other definitions and portions of Section 202 not mentioned herein remaining unchanged except as follows:

a. The alphabetical section "Q" shall be added.

b. The definition of "Quasi-judicial Decision" shall be added to read:

> ***"Quasi-judicial decision:*** Decisions on applications for variance and other such decisions made by quasi-judicial officers, boards, or agencies as defined by O.C.G.A. § 36-66-3."

c. The definition of "Zoning decision" shall be amended to read:

> ***"Zoning decision:*** Final legislative action by the board of commissioners which results with:
>
> a. The adoption or repeal of a zoning ordinance;
>
> b. The adoption of an amendment to this ordinance which changes the text of this ordinance;
>
> c. The adoption or denial of an amendment to this ordinance which rezones property from one zoning classification to another;

d. The adoption or denial of an amendment to this ordinance which zones property to be annexed into the city; or

e. The grant or denial of a permit relating to a special use of property.

f. The grant or denial of a variance or conditions concurrent and in conjunction with a decision pursuant to subparagraph (c) and (e) of this definition."

Section 2. The Unified Development Code of the City of Griffin, Georgia, is hereby amended at Article 4, PROCEDURES, by amending, adding, or deleting the following Sections therein to provide as follows:

a. Section 404 G., Public hearings, shall be amended to read:

"**404 G. Public hearings.**

Public hearing shall be noticed pursuant to Section 408C (1) and 408D (1) and shall be conducted pursuant to procedures set forth in Section 408E (1)."

b. Section 404 I., Decisions and recording, shall be amended to read:

"**404 I. Decisions and recording.**

Upon concluding the public hearing, the board of commissioners, in its legislative discretion, may approve, approve with conditions or deny the proposed zoning decision, as submitted or conditioned, defer a decision until a specific meeting date, require the applicant to file additional information or plans regarding the project development and defer action to a later meeting date or allow withdrawal by the applicant, if requested prior to a vote by the commission.

(1) Voluntary withdrawal prior to a vote shall not constitute a denial.

(2) In approving a zoning decision which constitutes an amendment to this zoning ordinance (i.e. text amendment, rezoning from one zoning classification to another, rezoning of property to be annexed into the City, or a variance in conjunction with a rezoning from one classification to another), the commission may impose additional conditions or delete conditions recommended by the zoning administrator or planning and zoning board in granting a proposed amendment; provided, however, any additional conditions or the deletion of conditions to the amendment by the board shall be stated in the proposed amendment and a public hearing shall be held on the modified amendment proposal prior to the board's vote.

(3) The vote of each member of the commission shall be recorded in the official minutes. Any tie vote shall constitute a denial of the proposed zoning decision."

c. Section 404 J. shall be amended to read:

"**404 J.**

After final action by the board of commissioners on a zoning decision, any necessary changes to the official and unofficial zoning maps shall be made by the zoning administrator within ten days and shall be dated and signed by the Mayor. The zoning administrator shall maintain an official log of all authorized changes, either in the text of this ordinance or to the official zoning map, indicating

the date the change was made and, if different, the effective date of the zoning decision. Only changes authorized to be made by the zoning administrator, after compliance with the amendment procedures of this ordinance, shall be made and recorded on the official zoning map and official copy of this ordinance, as maintained for public inspection and copying in the zoning administrator's office."

d. Section 404 K. shall be amended to read:

"**404 K.**

The zoning administrator shall convey the final action, in writing, on a zoning decision to the applicant within ten (10) business days of the board of commissioners making such decision."

e. Section 405, Rezoning evaluation criteria, shall be amended to read:

"**405. STANDARDS GOVERNING THE EXERCISE OF ZONING POWER.**

The following standards governing the exercise of zoning power are adopted in accordance with O.C.G.A. § 36-66-5(b) and are relevant in balancing the interest in promoting public health, safety, morality, or general welfare against an individual's right to the unrestricted use of property and the public health, safety or general welfare of the community. In applying these standards, expression of opinions unsupported by objective factual analysis, using the criteria set forth below, should not be considered by the board of commissioners:

(1) Existing uses and zoning of adjacent property;

(2) Whether the property to be affected by the zoning proposal has a reasonable economic use as currently zoned, although such use may not be its highest and best potential use;

(3) Whether the zoning proposal will permit a use that is suitable in view of the use and development of adjacent and nearby property;

(4) The relative gain to the public as compared to the hardship imposed upon the individual property owner (applicant) by maintaining the existing zoning;

(5) The suitability of the subject property for the purposes for which the applicant seeks to have it rezoned, including availability of existing infrastructure (when required infrastructure is not available, applicant should address the means by which it will be provided);

(6) The compatibility of the applicant's proposed use of the property, if rezoned, with surrounding properties and uses (the applicant should address measures to reduce the negative impacts of the proposed use, including applicant's position on any conditions attached to a recommendation for rezoning by the zoning administrator and/or planning and zoning board);

(7) Any environmental, historic, cultural or aesthetic concerns unique to the subject property or proposed use, and how applicant proposes to mitigate any negative impacts on surrounding properties and the community at large;

(8) Whether there has been a change in conditions of the subject property or properties in the vicinity of the subject which give supporting grounds for either approval or disapproval of the zoning proposal; and

(9) If applicable, the length of time the subject property has been vacant or substandard as zoned, when considered in the context of land development in the vicinity of the property."

f. Section 405 A. shall be removed from the Unified Development Code.

g. Section 405 B. shall be removed from the Unified Development Code.

h. Section 405 C. shall be removed from the Unified Development Code.

i. Section 405 D. shall be removed from the Unified Development Code.

j. Section 405 E. shall be removed from the Unified Development Code.

k. Section 405 F. shall be removed from the Unified Development Code.

l. Section 405 G. shall be removed from the Unified Development Code.

m. Section 405 H. shall be removed from the Unified Development Code.

n. Section 405 I. shall be removed from the Unified Development Code.

o. Section 406., Special uses, shall be amended to read:

"**406. Special uses.**

Special uses are compatible uses of land or the improvement of structures within a zoning district that reasonably require special consideration and therefore are not allowed of right. Applicant shall follow submittal requirements described in Section 404C, 404D, and 404E. Public hearings for applications of special use shall be noticed in accordance with Section 408C (1) and 408D (1) and shall be conducted pursuant to procedures set forth in Section 408E (1)."

p. Section 406 A. shall be amended to read:

"**406 A.**

All special use permit requests shall be evaluated according to the following criteria:

1. It must not be detrimental to the use or development of adjacent properties, or to the general neighborhood so as to adversely affect the health, safety or general welfare of citizens;

2. It must not adversely affect existing property and uses and it must be proposed to be placed on a lot of sufficient size to satisfy the space requirements for the use;

3. General compatibility of the proposed special use with adjacent properties and other land uses in the general area;

4. The proposed use will not constitute a nuisance or hazard or otherwise adversely affect the public interest because of the number of persons who may normally be expected to use such facility or type of physical activity;

5. After consideration of the application and the facts, and the standards for exercising zoning power contained in Section 405, the board of commissioners must determine that the standards are satisfied such that the benefits of and need for the proposed special use outweigh any possible harmful effects, negative impacts, or damages to the neighboring

properties or the city in general. In making this determination, the board of commissioners may consider the effects of the proposed use on traffic flow, public infrastructure and services, availability of off-street parking, hours and manner of operation of proposed use, outdoor lighting, signage, ingress and egress of the property, the peaceful enjoyment of private property in the community, and other relevant factors.

6. The applicant must meet all specific requirements established in this ordinance for the particularized special use requested, including design treatments required by Articles 5 and 6. "

q. Section 406 B., Decisions, shall be amended to read:

"**Section 406 B., Decisions.**

The board of commissioners shall consider all evidence in the record in making their decision. This article is automatically a part of the record in each application for a special use permit, as is the entire application file, recommendations of city staff, and recommendations of the planning and zoning board. The board of commissioners shall have the power to grant, deny, or grant with further specific conditions imposed, provided the conditions are reasonable and deemed necessary in the particular case for the protection or benefit of existing properties in order to assimilate the proposed development or use into the neighborhood with minimal impact. The board's conclusion on the grant of a special use, or the reasons for denial, shall be afforded the applicant in writing, by certified U.S. Mail to the address shown in the application or, alternatively, by electronic mail to the email address on the application if the applicant consents to such service on the application. Appeals of any decision to deny or grant a special use permit shall be filed within thirty (30) days by filing a petition for review in the Superior Court of Spalding County in accordance with Section 414A and relevant state law. "

r. Section 408 A. shall be amended to read:

"**408 A.**

Public hearings shall be held prior to zoning decisions or quasi-judicial decisions, as specified within the Unified Development Code in section 408B, or when otherwise required by Title 36, Chapter 66 of the Official Code of Georgia Annotated (Zoning Procedures Law). "

s. Section 408 B. shall be amended to read:

"**408 B.**

A public hearing shall be held by the board of commissioners prior to final action which results in:

1. The adoption or repeal of a zoning ordinance;

2. The adoption of an amendment to this zoning ordinance that changes the text of the zoning ordinance;

3. The adoption or denial of an amendment to this zoning ordinance that rezones property from one zoning classification to another;

4. The adoption or denial of an amendment to this ordinance which zones property to be annexed into the City of Griffin;

5. The grant or denial of a permit relating to the special use of property as provided in this ordinance;

6. The grant or denial of a variance or conditions concurrent and in conjunction with a decision pursuant to subparagraphs (3) or (5) of this Section;

7. When a proposed zoning decision is sought to locate or relocate a half-way house, drug rehabilitation center or other facility for the treatment of drug dependency, an additional public hearing shall be conducted at least six months and not more than nine months before final action by the board; such hearing shall be supplemental to the public hearing required under subsection (A) above. For the supplemental hearing only, the published notice of the public hearing shall be at least six column inches in size and shall not be located in the classified advertising or legal advertising section of the newspaper and shall publish at least 15 and not more than 45 days prior to the hearing. In addition, a sign containing the information required by subsection (C) below shall be posted conspicuously on the property at least 15 days prior to the date of the hearing;

8. The grant or denial of a variance as provided in this ordinance;

9. Appeals of administrative decisions by the planning and development services director interpreting and applying standards within this ordinance, including but not limited to, the grant or denial of administrative variances and administrative special use."

t. Section 408 C. shall be amended to read:

"**408 C. Noticing public hearings.**

(1) For public hearings by the Board of Commissioners related to actions specified in Section 408B (1) through (7): The zoning administrator shall cause notice of the public hearing before the board of commissioners to be published in the legal notice section of The Griffin Daily News at least 15, but not more than 45, days prior to the date of the hearing, stating the time, place and purpose of the hearing, the location of the property by street address and tax map reference, the present zoning classification and, as applicable:

a. For zoning and special use public hearings, the publication shall state the proposed zoning classification or description of other zoning decision sought;

b. For a zoning decision for initial zoning of property to be annexed into the city, in lieu of the present zoning classification, the publication shall state the present zoning or use of the property under the Spalding County Zoning Ordinance, and the city shall complete all other notice requirements set forth in O.C.G.A. § 36-66-4(d).

(2) For public hearings by the board of commissioners related to actions specified in Section 408B (8) through (9): The zoning administrator shall cause notice of the public hearing before the board of commissioners to be published in the legal notice section of the Griffin Daily News at least 30 days prior to the date of the hearing, stating the time, place and purpose of the hearing, the location of the property by street address and tax map reference, and the present zoning classification. Additional notice shall be delivered by Certified U.S. Mail to the owner of the property that is the subject of the proposed action. The publication shall also include, as applicable:

a. For a variance request, the publications shall state the section(s) of the code applicant requests permission to vary.

b. For administrative appeals, the publication shall state the section (s) of the code which is the subject of the applicant(s) contest/appeal or otherwise state a description of the decision sought. "

u. Section 408 D., Notification signs, shall be amended to read:

"**408 D. Notification signs.**

(1) For public hearings related to actions specified in Section 408B (1) through (7), a minimum of one sign stating the time, place and purpose of the hearing, the location of the property by street address and tax map reference, the present zoning classification and the proposed zoning classification or description of other zoning decision sought, and the telephone number of the zoning administrator's office, shall be placed by the zoning administrator in a conspicuous location on the property not less than 15 days prior to the date of hearing. The sign may contain both the planning and zoning board and board of commissioners hearing dates. When the zoning decision is for initial zoning of property to be annexed into the city, in lieu of the present zoning classification, the publication shall state the present zoning or use of the property under the Spalding County Zoning Ordinance. Where feasible, the sign shall be placed at or near the property boundary adjacent to the public right-of-way in a manner most readily seen by the public.

(2) For public hearings related to actions specified in Section 408B (8) through (9), a minimum of one sign stating the time, place and purpose of the hearing, the location of the property by street address and tax map reference, the telephone number of the zoning administrator's office, and a general description of the type of decision sought, such as variance or administrative appeal, shall be placed by the zoning administrator in a conspicuous location on the property not less than 30 days prior to the date of hearing. Where feasible, the sign shall be placed at or near the property boundary adjacent to the public right-of-way in a manner most readily seen by the public."

v. Section 408 E., Proceedings, shall be amended to read:

"**408 E. Proceedings.**

(1) At the official public hearing conducted by the board of commissioners related to actions specified in Section 408B (1) through (7):

a. *Sign up.* All persons who wish to address the board of commissioners at a hearing concerning a proposed zoning decision specified in Sections 408B (1) through (7) shall first sign up on a form to be provided by the city prior to the commencement of the hearing;

b. *Matter presented.* The Mayor will announce the proposed zoning action request in the order set forth on the agenda published in accordance with Open Meetings Law and shall state that printed copies of the adopted standards governing the exercise of the zoning power, factors for consideration, and procedures governing the hearing are available to the public. The zoning administrator or his designee shall advise the commission of the nature of the decision sought and the recommendations of the planning and zoning board and city staff, including any conditions, prior to receiving public input on the proposed zoning decision.

c. *Speakers.* Following presentation by the zoning administrator as provided in subsection (1)(b) of this Section, the Mayor shall call each person who has signed up to speak in favor of the proposed zoning decision, starting with the applicant or his representative and followed by the other proponents of the action, if any, until the maximum time for proponent presentation has been reached as provided in subsection (1)(d) of this Section. After all proponent speakers have addressed the board of commissioners, or after the maximum time for proponents has been reached, whichever comes first, the Mayor shall call each person who has signed up to speak in opposition to the proposed zoning decision in the order in which they signed up, subject to the time limitations set forth in subsection (1)(d) of this Section. Prior to speaking, the speaker will identify themselves and state their current address. Only those persons who signed up to speak prior to the commencement of the hearing shall be entitled to speak, unless the Mayor, in his discretion, allows the person to speak to the zoning decision, notwithstanding the failure of the person to sign up prior to the hearing.

d. *Time limits.* Proponents, including the applicant or his attorney/representative, shall have no less than ten (10) minutes for presentation of data, evidence and expert opinions, provided that the applicant is entitled to utilize the entirety of this minimum time and may reserve time for rebuttal; likewise, opponents of the proposed decision shall have no less than ten (10) minutes for presentation of data, evidence and expert opinion in support of their position. The Mayor may grant additional time; provided, however, an equal period of time shall be granted to both sides. Unless the Mayor exercises his discretion to grant additional time, each application shall only be allotted a total of twenty (20) minutes for the hearing. The Mayor may limit repetitious comments in the interest of time and may call for a show of hands of those persons present in favor of or opposed to the proposed decision if time is not granted for all speakers to address the commission.

e. *Decorum and order.* It shall be the duty of the Mayor to maintain decorum, and nothing contained herein shall be construed as prohibiting the Mayor from assuring that the public hearing on a proposed decision is conducted in a fair and orderly manner. Each speaker shall refrain from personal attacks on any other speaker or the discussion of facts or opinions irrelevant to the proposed zoning decision under consideration. The Mayor may limit or refuse a speaker the right to continue if the speaker, after first being cautioned, continues to violate this subsection.

f. *Recording hearing, transcript.* Hearings before the board of commissioners shall be recorded by video or audio, and such recording shall be made part of the record for review. The applicant may also arrange for and provide a certified court reporter to transcribe the hearing before the board of commissioners, at the expense of the applicant. Upon appeal of the decision of the board of commissioners, said transcript shall be made part of the record for review.

(2) At the official public hearing conducted by the board of commissioners related to actions specified in Section 408B (8) through (9):

a. *Sign up.* Persons who wish to address the board of commissioners at a hearing concerning an application for variance under Section 408B (8) or an administrative appeal under Section 408B (9) shall first sign up on a form provided by the City prior to the commencement of the hearing.

b. *Matter presented*. The Mayor will announce the proposed variance or administrative appeal in the order set forth on the agenda published in accordance with Open Meetings Law and shall state that printed copies of the procedures governing the hearing and standards and factors applicable to the proposed application or appeal are available to the public. The Mayor shall advise that hearings for variances and administrative appeals differ from legislative hearings in which opinions and public sentiment may be considered, and expression of public opinion unsupported by objective facts will not be given consideration by the board of commissioners in acting upon a variance request or administrative appeal. It shall be the duty of the Mayor to place all witnesses under oath prior to allowing such witnesses to testify. The zoning administrator or their designee shall advise the commission of the basis of the variance or administrative appeal and the recommendations of city staff prior to receiving other evidence on the proposed variance or administrative appeal.

c. *Speakers.* Following Presentation by the zoning administrator as provided in subsection (2)(b) of this Section, the Mayor shall call each person who has signed up to speak in favor of the application or the appellant, starting with the applicant or his representative and followed by the other proponents, if any, until the maximum time for proponent presentation has been reached as provided in subsection (2)(d) of this Section. After all proponent speakers have addressed the commission, or after the maximum time for proponents have been reached, whichever comes first, the Mayor shall call each person who has signed up to speak in opposition to the application or appeal in the order in which they signed up, subject to the time limitations set forth in subsection (2)(d) of this Section. Prior to speaking, each speaker will identify themselves and state their current address. Only those persons who signed up to speak prior to the commencement of the hearing shall be entitled to speak, unless the Mayor, in his discretion, allows the person to speak to the application or appeal, notwithstanding the failure of the person to sign up prior to the hearing.

d. *Time limitss.* Proponents, including the applicant/appellant or his representative, shall have no less than ten (10) minutes for presentation of data, evidence and expert opinions, provided that the applicant/appellant is entitled to utilize the entirety of this minimum time and may reserve time for rebuttal; likewise, opponents of the application or appeal shall have no less than ten (10) minutes for presentation of data, evidence and expert opinions in support of their position. The Mayor may grant additional time; provided, however, an equal period of time shall be granted to both sides. Unless the Mayor exercises his discretion to grant additional time, each application shall only be allotted a total of twenty (20) minutes for the hearing. The Mayor may limit repetitious comments in the interest of time.

e. *Evidence, cross examination.* Any relevant city ordinance, the application, and the staff report or decision being appealed, as applicable, are automatically made part of the record as evidence. Each side shall have the opportunity to present evidence and witnesses at the public hearing which shall be entered into the record. Cross examination of the opposing witnesses shall be allowed by the Mayor, but decorum shall be maintained. The board Mayor may require the applicant and opponents to designate one person to conduct any desired cross examination.

f. *Decorum and order.* It shall be the duty of the Mayor to maintain decorum and nothing contained herein shall be construed as prohibiting the Mayor from assuring that the Public Hearing on a variance or administrative appeal is conducted in a fair and orderly manner. Each speaker shall refrain from personal attacks on any other speaker or the discussion of facts or opinions irrelevant to the variance or administrative appeal under consideration. The Mayor may limit or refuse a speaker the right to continue if the speaker, after first being cautioned, continues to violate this subsection.

g. *Recording hearing, transcript.* All hearings before the board of commissioners shall also be recorded by video or audio, and such recordings shall be made part of the record for review. The applicant may arrange for and provide a certified court reporter to transcribe the hearing before the board of commissioners, at the expense of the applicant. Upon appeal of the decision of the board of commissioners, said transcript shall be made part of the record for review. "

w. Section 408 F. shall be amended to read:

"**408 F.**

Copies of applicable sections of this ordinance shall be available for distribution to the public at all public hearings, without charge. Copies of the entire ordinance may be purchased at the planning and development department at a reasonable charge, and available for viewing on the City's website. "

x. Section 409 B. shall be amended to read:

"**409 B.**

Where notice is given in accordance with this Code, no further notice to the property owner or any interested party is required, except as otherwise required by Title 36, Chapter 66 of the Official Code of Georgia Annotated (Zoning Procedures Law). Failure to provide notice as required by this ordinance may constitute grounds for the final action of an application to be declared null and void. Appearance at the public hearing shall constitute a waiver of all claims based upon improper publication of notice or posting on the property."

y. Section 410., Variances, shall be amended to read:

"**410. Variances.**

Variances from the specific requirements of this ordinance are made by application directly to the board of commissioners."

z. Section 410 C., Public hearing required, shall be amended to read:

"**410 C. Public hearing required.**

Prior to taking final action on any variance application, the board of commissioners shall conduct a hearing, which shall follow public hearing notification as provided in Section 408C (2) and procedures as provided in Section 408E (2)."

aa. Section 410D., Variance evaluation criteria, shall be amended to read:

"**410 D. Variance standards and criteria.**

To be granted a variance, the applicant must provide competent evidence that a literal enforcement of the provisions of this Code will, in an individual case, result in practical difficulty or unnecessary hardship and that the variance sought is the least departure from its terms, so that the spirit of this ordinance shall be observed, public safety and welfare secured and substantial justice done. The burden of proof and persuasion shall be upon the applicant to demonstrate entitlement to the variance, by clear and convincing evidence, evaluated by the board of commissioners in light of the following five criteria upon conclusion of the public hearing:

1. There are extraordinary and exceptional conditions pertaining to the particular piece of property in question because of its size, shape or topography;

2. The application of these regulations to this particular piece of property would create a practical difficulty or unnecessary hardship;

3. Such conditions are peculiar to the particular piece of property involved;

4. Relief, if granted, would not cause substantial detriment to the public good or impair the purposes and intent of these regulations, provided, however, that no variance may be granted for a use of land or building or structure that is prohibited by this ordinance; and

5. A literal interpretation of this ordinance would deprive the applicant of any rights that others in the same district are allowed. "

bb. Section 410E., Variance decisions and appeals, shall be amended to read:

"**410 E. Variance decisions and appeals.**

1. *Approvals.* On all variance applications, after hearing, the board shall make findings of fact based on the evidence presented at the hearing and conclude the applicant's entitlement to a variance. In granting a variance, the board of commissioners may attach such conditions regarding the location, character and other features of the proposed building, structure or use as it may deem advisable so that the purpose of this ordinance will be served. The terms of the approved variance shall be fully set forth in a writing signed by the zoning administrator and made a part of the official record, with a copy mailed to the applicant and any interested party.

2. *Validity period.* For construction purposes, a variance is valid for the period of one year from the date of approval. Prior to the end of the year, if work has not begun, the applicant may request one extension not to exceed one additional year. Once the improvement or structure for which the variance was granted has been constructed, the variance will remain effective as long as the use continues.

3. *Denials.* If the variance is denied, the written findings of the board upon which the denial is based shall be served upon the applicant, by certified U.S. Mail at the address shown in the application or, alternatively, by electronic mail to the email address on the application if the applicant consents to such service on the application.

4. *Appeals.* Appeals of any decision to deny or grant an application for variance shall be filed within thirty (30) days by filing a petition for review in the Superior Court of Spalding County in accordance with Section 414A and applicable state law."

cc. Section 412., Records and minutes of proceedings, shall be amended to read:

"**412. Records and minutes of proceedings.**

The secretary to the board of commissioners shall cause the proceedings of all public hearings held pursuant to this Article to be recorded in the official minutes. A copy of the minutes of the public hearing and all evidence submitted at the public hearing shall also be made a part of the applicant's file in the office of the zoning administrator. Copies of applications, proposed ordinances, supporting documents and plats submitted prior to the public hearing, written evaluations and recommendations by the zoning administrator and the planning and zoning board and minutes of all related proceedings shall automatically be made part of the record, along with any evidence entered into the record during the public hearing. If the applicant desires for a transcript of the public hearing on such action to be incorporated into the record, they must arrange for the transcription of the hearing, at their own expense, and provide a copy of the transcript to the city by delivery to the City Manager's office located at One Griffin Center, 100 S. Hill Street, 3rd Floor, Griffin, Georgia during normal business hours. Such delivery must be prior to the record being sent up to the Superior Court on appeal."

dd. Section 414 A., Decisions by board of commissioners, shall be amended to read:

"**414A. Decisions by board of commissioners.**

Any person aggrieved by a decision of the board of commissioners, made pursuant to this Article, may file an action in the Superior Court of Spalding County, including a petition for review or a complaint for declaratory judgment, as appropriate in accordance with state law, within thirty (30) days of such decision becoming final. A decision in regard to a legislative or quasi-judicial exercise of zoning power shall be deemed to have been rendered on the date of receipt of a letter or notice from the zoning administrator notifying the applicant of the board of commissioners' final decision. Service of the petition and/or action may be perfected by service upon the City Manager at the City Manager's Office, located at One Griffin Center, 100 S. Hill Street, 3rd Floor, Griffin, Georgia, during normal business hours. Proper service of such notice shall trigger the City to prepare and send the record up to the Superior court. To ensure that citizens of this state are not unnecessarily burdened by the review process, the City Manager is hereby designated, without any additional authority or approval, to approve or issue any form or certificate necessary to perfect the appeal process provided by State law and procedure."

ee. Section 414 B., Decisions by directors, shall be amended to read:

"**414 B. Decisions by director; Administrative appeal to board of commissioners.**

A written decision of the planning and development services director concerning interpretation or applicability of any provision of this zoning ordinance shall be subject to an administrative appeal to the board of commissioners, provided the appellant serves a written notice of appeal to the planning and development services director within thirty (30) days of the planning and development services director's written decision. The board of commissioners shall hold a public hearing on the administrative appeal no later than sixty (60) days after the service of the notice of appeal. The public hearing on the administrative appeal shall be noticed according to the requirements set forth in Section 408C (2) and 408D (2). The public hearing on the administrative appeal shall be governed by the procedures set forth in Section 408E (2). At the hearing, the board of commissioners shall review the evidence presented, which shall automatically include any city

ordinance relevant to the dispute and the city's file on the application, including any supporting documentation submitted by the applicant/appellant. The standards of the exercise of the administrative appeal decision shall be the same standards by which the planning and development services director made his decision, namely the standards, criteria, or requirements set forth in the relevant city ordinance. "

Section 3. All Unified Development Code sections, any ordinances, or parts thereof, in conflict with the foregoing are expressly repealed.

Section 4. Should any provision of this ordinance be rendered invalid by any court of law, the remaining provisions shall continue in force and effect until amended or repealed by action of the municipal governing authority.

Section 5. Except as modified herein, The Unified Development Code of Griffin, Georgia, is hereby reaffirmed and restated. The codifier is hereby granted editorial license to include this amendment in future supplements of said Code by appropriate section, division, article or chapter.

Section 6. This ordinance shall become effective immediately upon adoption.

Planning & Zoning Reading: June 12, 2023
Public Hearing & Board of Commissioners Reading: June 13, 2023

202. DEFINITIONS.

For the purposes of this chapter, certain terms or words used herein shall be defined as follows:

A

AASHTO: The American Association of State Highway and Transportation Officials.

Abutting: Having property boundaries or lot lines in common with no separating by a street, alley or other right-of-way.

Accessory dwelling unit: A dwelling unit, but not a mobile home, located on the same lot as a one-family detached dwelling unit, usually in the form of a garage apartment or basement apartment. Each unit has a separate, complete housekeeping unit with a separate entrance, and full bathroom facilities.

Accessory: A structure customarily incidental and subordinate to the principal use or structure and located on the same zoning lot as such a principal use or structure. The combined square footage of all accessory structures shall not exceed 50 percent of the square footage of a residential dwelling or 25 percent square footage of a commercial structure nor shall an accessory structure exceed the height of the principal dwelling or structure.

Acre: For the purpose of this ordinance, a measure of land consisting of 43,560 square feet.

Acre-foot: Quantity of water that would cover one acre, one foot deep. An acre-foot contains 43,560 cubic feet.

Acreage: Acres collectively in a tract of land.

Acreage, gross: The collective number of acres in an undeveloped, unimproved tract of land.

Acreage, net: The collective number of acres in a tract of land less the amount of area improved by streets, sidewalks, Stormwater management areas, floodplain, wetlands, required open or common space, greenspace and other public lands.

Adequate channel: A natural or man-made channel or pipe that is capable of conveying the runoff from the applicable storm design without overtopping its banks or eroding, after development of the site in question.

Adjacent/adjoining: Abutting or being directly across a street, alley, other rights-of-way or waterways.

Administrator, zoning: The person designated by the city manager of the City of Griffin to administer the enforcement of this ordinance.

Adult daycare: A facility that provides support for elderly individuals (and their families, if present), who do not function fully independently, but who do not need 24-hour nursing care.

Adult entertainment establishments: Any commercial establishment which has as its primary purpose or business the offer for sale of any book, publication or film-video which depicts nudity or sexual conduct or engages in services such as bath houses, massage parlors, wrestling parlors or like activity including a nightclub, cabaret, lounge or other establishment which features adult entertainment.

Aeronautical related use: A use that involves the operation, storage and/or repair of aviation related parts, products or services; such as, but not limited to, sale of fuel and oil, tie downs, hangars, ramp services, aircraft and avionics repair, aircraft sales, etc.

Agriculture: The raising of soil crops and livestock in a customary manner on tracts of land at least three acres in size and shall include all associated activities. Retail sale of products raised on the premises shall be considered a permissible activity provided that space necessary for the parking of customer's vehicles shall be provided off public right-of-way.

Airport related accessory uses: A use that is clearly incidental to the operation of the facility as an airport, is normally conducted in an airport terminal building, is designed to provide airplane passengers and crews with products and services and is directly related to the ability of the facility to operate as an airport; such as, but not limited to, snack bar, delicatessen, automobile rental agency, newsstand, sundry sales, etc.

Alley: A minor street which is used primarily as a service way providing a secondary means of public access to abutting property and not intended for general traffic circulation. A public or private way within a block, generally giving access to the rear of lots or buildings and not used for general traffic circulation.

Alteration: Any change in the supporting members of a building; any addition to or reduction of a building; any change in use; or any relocation of a building.

Ambulance service or ***rescue squad:*** A privately owned facility for the dispatch, storage, and maintenance of emergency medical care vehicles.

Amenity: Aesthetic or other characteristics of a development that increase the desirability to a community or its marketability to the public. Amenities may differ from development to development but may include such things as a unified building design, recreational facilities, site design, neighborhood clubhouse, pool, or tennis courts.

ANSI: The American National Standards Institute, Inc.

Applicant: A person seeking any determination or approval under, or permits required by these regulations.

Application: An application for development approval that contains the supporting documentation required by these regulations.

Architect: A person who, by reason of his knowledge of the mathematical and physical sciences and the principles of architecture and architectural design, acquired by professional education, practical experience or both, is qualified to engage in the practice of architecture as attested by the issuance to said person of a license as an architect by the State of Georgia.

Area: The area of a property shown to the nearest whole square foot or to the nearest one hundred thousandth of an acre.

Art, music or ***other studio:*** A space which can be used as an artist's workroom, a photographer's establishment, an establishment where an art is taught or studied including but not limited to dance, music, painting, drawing, TV, film, or other art endeavors.

Arterial street: A major highway with full or partial control of access.

ASCE: The American Society of Civil Engineers.

Assisted living: A residential complex which may be in any form including detached and attached dwelling units and residences offering private and semi-private settings designed for and principally occupied by senior citizens. Such facilities may include a congregate meals program in common dining areas, but exclude institutional care such as medical or nursing care.

ASTM: The American Society of Testing and Materials.

Automotive body, paint and interior repair and maintenance: A wide range of mechanical and electrical repair and maintenance services for automotive vehicles, such as passenger cars, trucks, and vans, and all trailers; or, engine repair and replacement. See NAICS Code 811111 for further explanation.

Automotive engine repair and replacement shops: A wide range of mechanical and electrical repair and maintenance services for automotive vehicles, such as passenger cars, trucks, and vans, and all trailers; or, engine repair and replacement. See NAICS Code 811111 for further explanation.

Automotive tire dealers: A wide range of mechanical and electrical repair and maintenance services for automotive vehicles, such as passenger cars, trucks, and vans, and all trailers; or, engine repair and replacement. See NAICS Code 811111 for further explanation.

Awning: A rooflike cover extending over or before a place as a shelter and which may be used in lieu of a sign. Such signs must be entirely supported from the building and must not exceed four feet in height.

AWWA: The American Water Works Association.

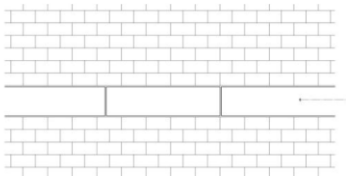
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Base flow: The portion of stream flow originating from ground water.

Basement: An area below the first floor having not more than one-half of its height above the grade used for storage, garages for use of occupants of the principal dwelling or other utilities common to the rest of the building. A basement used for the above purposes shall not be counted as a story.

Bed and breakfast inn: A residence in which the owner may reside as a private residence and where guest rooms are made available for visitors. Breakfast is the only real meal served and is included in the charge for the room.

Belt course: Also called stringcourse or band course. A molding or projecting course running horizontally along the face of a building.



2.1: Belt Course

Berm: The space left between the upper edge of a cut and toe of an embankment to break the continuity of an otherwise long slope.



2.2: Berm

Block: A piece or parcel of land entirely surrounded by public highways or streets other than alleys. In cases where the plotting is incomplete or disconnected, the subdivider may determine the outline of the block.

BMP or ***Best Management Practice:*** An effective practicable means of reducing the amount of pollution generated by nonpoint sources, which may be structural or nonstructural practices or a combination of practices.

Board of commissioners or ***board of commissioners:*** The governing body of the City of Griffin, Georgia.

Board of commissioners: The term "board of commissioners" means the Board of Commissioners of the City of Griffin, Georgia. The board of commissioner is also known as the city commission.

Boarding home: A dwelling other than a hotel where, for compensation and by prearrangement for a definite period, where meals and/or lodging are provided for four or more persons.

Bond: When a bond is required by law, an undertaking in writing, without seal, is sufficient; and in all bonds where the names of the obligors do not appear in the bond, but are subscribed thereto, they shall be bound thereby.

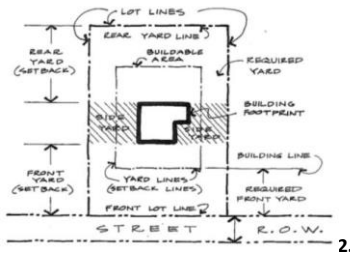
Breezeway: A covered passage one story in height connecting a main structure and an accessory structure.

Buffer: A natural or landscaped area along the property line between different and possibly incompatible types of zoning districts or land uses. Fencing may be erected in buffers but shall not substitute plant materials. Unless otherwise indicated, buffers may be established within the building setback and shall not be enforced in addition to such setback. A buffer shall not be occupied with structures and facilities except as permitted by this ordinance.

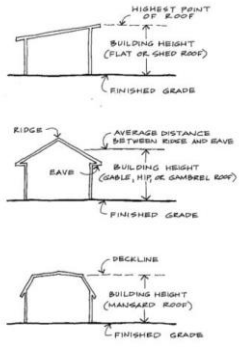
Building: Any structure having a roof and intended for shelter, housing or enclosure of persons, animals or property of any kind.

Building height: The vertical distance of a building measured from the average elevation of the finished grade at the front of the building to the highest point of the building.

Building setback line: The minimum horizontal distance between the property line or the street right-of-way where appropriate and the building or any projection thereof, except as noted in the zoning regulations.



2.3: Building Setback



2.4: Building Height

Building, accessory: A detached structure, the use of which is clearly incidental to, customarily associated with and related to the principal structure or use of the land and which is located on the same lot as the principal structure or use.

Building, principal: The building in which is considered the principal use of the zoning lot on which said building is situated.

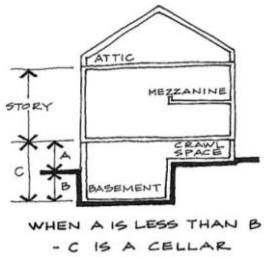
C

Car wash: A primary, main or accessory use, which provides space or bays for cleaning vehicles.

Care home: A rest home, nursing home, convalescent home, home for the aged, or similar use established and operated on a profit or non-profit basis to provide lodging and/or meals and/or domiciliary care for aged, informed, chronically ill or convalescent persons.

Catchment area or ***basin:*** See Watershed.

Cellar: A space with less than one-half of its floor-to-ceiling height above the average finished grade of the adjoining ground or with a floor-to-ceiling height of less than 6.5 feet.



2.5: Cellar

Cemetery: The use of property as a burial place for human remains. Such a property may contain a mausoleum.

Center line: The line surveyed and monumented by the governing authority as the center line of the street or highway. If such center line has not been surveyed, it shall be that the (sic) line running midway between the outside curb and ditches of the street or highway or the middle of the traveled roadway or the street.

Channel: An elongated depression, either naturally or artificially created and of appreciable size, which periodically or continuously contains moving water, or which forms a connecting link between two bodies of water. It must have a definite bed and bank that serve to confine the water.

Charter: The term "Charter" means the Charter of Griffin, Georgia.

Check cashing facility: A person or business that for compensation engages in whole or part in the business of cashing checks, money orders or other commercial paper services the same purpose as check cashing. This does not include a state or federally chartered bank, saving and loan or credit union.

City engineer: The City Engineer of the City of Griffin, Georgia.

City manager: The City Manager of the City of Griffin, Georgia.

City: The term "city" means the City of Griffin, Georgia.

Civic building, facility, land: A building or site for functions accessed by the general public.

Clearing: The removal of trees or other vegetation, but not including grubbing activities.

Clinic: An establishment where medical or dental patients are admitted for examination and treatment, but overnight stay is prohibited.

Club or ***lodge, non-commercial:*** An incorporated or unincorporated association for civic, social, cultural, religious, fraternal, literary, political, recreational or like activities operated for the benefit of its members and not open to the general public.

Cluster development: A development, under a single ownership, consisting of a design technique that concentrates a series of attached and/or detached dwelling units on a part of the site to allow the remaining land to be used for recreation, common open space and preservation of environmentally sensitive features.

Code: The terms "Code" and "this Code" mean the Unified Development Code of Griffin, Georgia, as designated in Section 101.

Colleges/universities: An institution other than a trade school that provides full-time or part-time education beyond high-school.

Commercial recreation, indoor: An establishment providing completely enclosed recreation activities. Accessory uses may include the preparation and serving of food or sale of equipment related to the enclosed uses. Commercial recreation, indoor includes but is not limited to bowling, roller skating, ice-skating, billiards, motion picture theatre, pool, rock climbing wall.

Commercial trade or***vocational school:*** A secondary or higher education facility primarily teaching usable skills that prepare students for jobs in a trade and meeting the state requirements as a vocational facility.

Commercial recreation, outdoor: Land or premises designed to be used by members of the public, for a fee, that contain outdoor amusement facilities such as miniature golf course, merry go round, car race tracks, and outdoor motion picture theatres, golf course.

Communication tower: A structure that is intended to send and/or receive radio, television or cellular communications.

Community garden: A single piece of land gardened collectively by a group of people.

Comprehensive plan: The comprehensive plan adopted by the board of commissioners pursuant to O.C.G.A. § 36-70-3, as said plan may be amended from time to time.

Computation of time: Except as otherwise provided by time period computations specifically applying to other laws, when a period of time measured in days, weeks, months, years or other measurements of time except hours is prescribed for the exercise of any privilege or the discharge of any duty, the first day shall not be counted, but the last day shall be counted; and, if the last day falls on Saturday or Sunday, the party having such privilege or duty shall have through the following Monday to exercise the privilege or to discharge the duty. When the last day prescribed for such action falls on a public and legal holiday as set forth in O.C.G.A. § 1-4-1, the party having the privilege or duty shall have through the next business day to exercise the privilege or to discharge the duty. When the period of time prescribed is less than seven days, intermediate Saturdays, Sundays and legal holidays shall be excluded in the computation.

Condominium: An individually owned dwelling unit in an attached, detached or multi-family structure, combined, with joint ownership of common areas of the buildings and grounds as defined by the laws of the State of Georgia.

Conduit: A general term for any channel intended for the conveyance of water, whether open or closed; any container for flowing water.

Construction costs: The total value of the construction of, or reconstruction work on structures, as determined by the director of development services, or their designee, in issuing a building, or other type, permit for construction or reconstruction.

Construction plans: A set of engineering drawings of the proposed streets, drainage and utilities, which meets the minimum standards of these regulations.

Construction vehicle: Any vehicle (other than passenger vehicle, pick-up or panel truck) having a primary purpose of land clearing or grading, hauling and use in building construction, including but not limited to earth moving equipment such as bulldozers, loaders, backhoes, bobcats, trenching machines and dump trucks.

Construction, continual: Construction performed by a full complement of workers and equipment mobilized at the project site, actively engaged in incorporating materials and equipment into the building or structure each normal working day.

Consumer fireworks: The term "consumer fireworks" means any small fireworks devices containing restricted amounts of pyrotechnic composition, designed primarily to produce visible or audible effects by combustion, that comply with the construction, chemical composition, and labeling regulations of the U.S.

Consumer Product Safety Commission as provided for in Parts 1500 and 1507 of Title 16 of the Code of Federal Regulations, the U.S. Department of Transportation as provided for in Part 172 of Title 49 of the Code of Federal Regulations, and the American Pyrotechnics Association as provided for in the 2001 American Pyrotechnics Association Standard 87-1, and additionally shall mean "Roman Candles".

Consumer fireworks retail sales facility or store: The term "consumer fireworks retail sales facility or store" shall have the same meaning as provided for by NFPA 1124; provided, however, that such term shall not include a tent, canopy, or membrane structure; provided, further, that such term shall only include such buildings with at least 4,000 square feet of retail display space and wherefrom no more than 25 percent of such retail display space is used for consumer fireworks. Only the holder of a consumer fireworks distributor's license, issued pursuant to O.C.G.A. § 25-10-5.1 may lawfully own or operate a consumer fireworks retail sales facility or store to sell consumer fireworks.

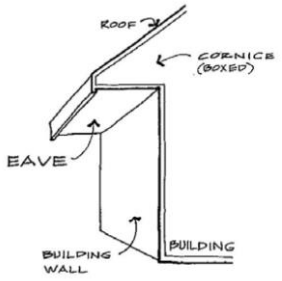
Consumer fireworks retail sales stand: The term "consumer fireworks retail sales stand" shall have the same meaning as provided for by NFPA 1124; provided, however, no temporary sales shall be made from any motor vehicle, from a trailer towed by a motor vehicle, or from a tent, canopy, or membrane structure. All stands shall be located within 1,000 feet of a fire hydrant, or a fire department connection of a building affiliated with such stand, unless the fire chief or fire marshal approves a location in excess of 1,000 feet of a fire hydrant or building connection. A distributor may operate no more than two stands per every permanent store or location within the jurisdiction.

Contractor: A person, firm or corporation who the owner of a property has employed, or contracted to perform, construction activity associated with a development. For purpose of this regulation the term contractor shall include all subcontractors who are under separate contract or agreement with the contractor for performance of a part of the work at the site.

Convenience store with gas: A use offering a limited variety of groceries, household goods, freshly prepared food, beer, wine and personal care items, in association with the dispensing of motor fuels as an accessory use, but in all cases excluding vehicle service, maintenance and repair.

Convenience store without gas: A use offering limited variety of groceries, household goods, freshly prepared food, beer, wine and personal care items.

Cornice: Any horizontal member, structural or nonstructural, projecting outward from the exterior walls at the roofline, including eaves and other roof overhang.



2.6: Cornice

Corporate limits: The term "corporate limits" means the corporate limits of the City of Griffin.

County: The terms "county," "the county" and "this county" mean the County of Spalding, Georgia.

Court: The term "court" means the municipal court provided by law for the punishment of offenders against the laws or ordinances of the city, whether it shall be the court now constituted or a court hereafter established pursuant to law.

Crematorium: A location containing properly installed, certified apparatus intended for the use in the act of cremation.

Cul-de-sac: A street having one end open to traffic and being permanently terminated within the development by a vehicular turnaround. For the purpose of designation, a cul-de-sac street shall be interpreted to begin at the intersection of two or more streets nearest to the vehicular turnaround.

Cultural facility: A library, museum, or similar public or quasi public use displaying, preserving and exhibiting objects of community and cultural interest in one or more of the arts or sciences.

Culvert: A closed conduit of waterway carrying water through a highway or railroad embankment. Although there are borderline cases a culvert is distinguished from a bridge by certain characteristics, such as (a) a culvert generally has the same material all around its perimeter, and has a regular, symmetrical shape, where a bridge opening has not — in other words, a culvert is a large pipe; (b) a culvert usually has a large ratio of length to width.

Curb cut: The point at which vehicular access is provided to a lot from an adjoining street.

D

Day care facility: A use in which shelter, care and supervision for seven or more persons on a regular basis away from their primary residence for less than 24 hours per day. A day care facility may provide basic educational instruction. The term includes, but is not limited to, nursery school, kindergarten, early learning center, playschool, pre-school, adult day care and group day care home. A day care facility must meet State of Georgia regulations.

DCA: The Georgia Department of Community Affairs.

Dead-end street: Streets that do not have permanent vehicular turnarounds at its termini.

Debris: Any material, including wood, floating trash, suspended sediment or bed load moved by a flowing stream; detritus. This term also includes those materials that may be disposed of in a debris landfill.

Decorative pole: GranVille prismatic glass acorn luminaire, north Yorkshire cast aluminum fluted pole, cast iron base with steel shaft.

Delegation of authority: Whenever a provision requires the head of a department or an official of the city to do some act or perform some function, it shall be construed to authorize the head of such department or the official to designate, delegate and authorize subordinates to do the required act or perform the required function, unless the terms of the provisions designate otherwise.

Demolition: The razing of any structure above the existing grade or demolition of any structure below the existing grade.

Density: The number of dwelling units per acre of land used for residential purposes. Density figures are to be in terms of net acres, total developable acres or the land devoted to residential use exclusive of streets, sidewalks, stormwater management areas, floodplain, wetlands, required open or common space, greenspace and other public lands.

Design professional: An individual who meets state licensure requirements applicable to the profession or practice he is engaged in.

Developer: Any person, individual, firm, partnership, association, corporation, estate, trust or any other group or combination acting as a unit who directs the undertaking or proposes to undertake development as herein defined, whether the development involves the subdivision of the land for sale to individual users, the construction of buildings or other improvements on a single land ownership, or both.

Development: The construction, reconstruction, conversion, structural alteration, relocation or land disturbance of a commercial use or residential subdivision which may involve the following activities:

a. The subdivision, consolidation or boundary adjustment of a lot or lots;

b. The construction, reconstruction, conversion, structural alteration, relocation, enlargement or demolition of a structure;

c. The mining, excavation, landfill, drilling, grading, deposition of refuse, solid or liquid waste, or fill on a zoning lot;

d. The alteration of the shore or bank of a pond, lake, river or other waterway; or

e. Any use or change in the use or intensity of use of any structure or any change in the intensity of use of land.

Dike: An embankment to confine or control water, especially one built along the banks of a river to prevent overflow of lowlands; a levee.

Director of development services: The Director of the Development Services Department of the City of Griffin or their designee.

Director of public works: The Director of the Public Works Department and Division of the City of Griffin or their designee.

Director of solid waste: The Director of the Solid Waste Division of the City of Griffin or their designee.

Director of stormwater: The Director of the Stormwater Department of the City of Griffin or their designee.

Discharge: (a) The quantity of water, silt, or other mobile substances passing along a conduit per unit of time; rate of flow; cubic feet per second; liters per second, millions of gallons per date, etc.; (b) The act involved in water or other liquid passing through an opening or along a conduit or channel; (c) The water or other liquid which emerges from an opening or passes along a conduit of channel.

Ditch: An artificial channel, usually distinguished from a canal by its smaller size.

Dog day care: Any premises containing four or more dogs which are five months old or older which provide such services as canine day care for all or part of the day, training, grooming, behavioral counseling and accessory retail sales.

Dog grooming: Any place or establishment, public or private, where animals are bathed, clipped or combed for the purpose of enhancing aesthetic value or health for a fee.

Drainage area: The area of a stream at a specified location, measured in a horizontal plane, which is enclosed by a topographic divide such that direct surface runoff from precipitation normally would drain by gravity into the river basin above the specified point.

Dwelling: A building used for residential occupancy.

Dwelling, duplex (two family): A building containing two single-family dwelling units totally separated from each other by a common wall extending from ground to roof.

Dwelling, multi-family: A building containing three or more dwelling units, with each dwelling unit having a common wall or common floor connecting it to at least one other dwelling unit in the building or a single family type building not connected to any other unit which is not located on a single zoning lot surrounded by open space or yard.

Dwelling, patio: A one-family dwelling in which all or a portion of the area required for side and rear yards is consolidated into one or more garden court spaces attached to the dwelling unit.

Dwelling, single-family attached: A building containing two or more single-family attached dwelling units joined at one or more party walls or other common facilities (not including the walls of an enclosed courtyard or similar area) and with property lines separating each dwelling unit, thus permitting zero lot lines.

Dwelling, single-family detached: A building designed or constructed as a unit for residential occupancy for one family that is not attached to another dwelling by any means, is located on a single zoning lot surrounded by open space or yard.

Dwelling, townhouse: One of a group of three or more single-family attached dwelling units under fee simple or condominium or cooperative ownership, as defined by the laws of the State of Georgia, in which each unit has its own front and rear access to the outside, no unit is located over another unit, and each unit is separated from any other unit by one or more vertical common fire-resistant walls. For the purposes of this ordinance the term "townhouse dwelling" shall not include a single-story attached dwelling unit.

E

Easement: The right, grant or privilege of using another's property for purposes such as constructing and maintaining sanitary sewers, water mains, electric lines, telephone lines, storm sewers, gas lines, bicycle paths or other purposes requiring encroachment onto another's property.

Easement: Recorded authorization for a specified purpose by a property owner for the use of any designated part of the real property by another entity.

Eating establishment, fast food: Eating establishments where customers order and are served their food at a counter or in a motor vehicle in packed prepared to leave the premises. Consumption may be on or off-premise.

Eating establishment: A structure in which the use is preparation and sale of food and beverage. This does not include eating establishment, fast food. Drive through windows are not permitted. This use includes, but is not limited to, restaurants, cafes, coffee shops and bakeries.

Ecodevelopment: A proactive development approach, whereby actions such as incorporating natural topography, landscaping with native plant species, creating natural stormwater management systems and decreasing impervious cover are implemented in order to improve water quality, reduce infrastructure needs and to minimize the negative secondary effects on ecology caused by land development.

Elevation, front: The view of a building or group of buildings as seen from directly in front of the structure.

Equipment, heavy: Includes but is not limited to bulldozers, loaders, backhoes, bobcats, framing equipment or other similar machinery.

Erosion control regulations: The City of Griffin, Georgia Erosion and Sedimentation Control Ordinance.

Extended stay hotel/motel: Any building containing six or more guest rooms intended or designated to be used or which are used, rented or hired out to be occupied or which are occupied for sleeping purposes for guests and contain kitchen facilities for food preparation including but not limited to a refrigerator, stove or oven. Extended stay facilities may include lobbies, conference rooms, meeting rooms and child play areas.

F

Family day care: A home occupation in which shelter, care and supervision are provided for six or fewer children under the age of 18 on a regular basis for less than 24 hours per day. A family day care may provide basic educational instruction.

Family: Two or more individuals, related by blood, marriage or legal relationship, living together in a dwelling unit intended for single-family occupancy; two or more non-related individuals without disabilities as recognized by the Americans with Disabilities Act 42, U.S.C. section 12101, et seq., living together as a single housekeeping unit in a dwelling unit intended for single-family occupancy; or a combination of two or more related and non-related persons living together as a single housekeeping unit in a dwelling intended for single-family occupancy.

Farm goods: Goods produced on site including but not limited to crops, plants, trees, maintaining livestock, poultry or bees.

Farm operations: Commercial agricultural uses including crop production, dairy, stock, poultry, commercial greenhouse, livestock raising and other related uses with the necessary uses for treating or storing the products created on site, however this use should be secondary. This also includes related structures related to farming operations.

Farmer's market: The offering for sale of fresh agricultural products directly to the consumer at an open air market occurring at a pre-determined area where the vendors are generally individuals who raised the vegetables or produce. This does not include second hand goods or meats.

Farmstand: A building or structure used for retail sales of fresh fruit, vegetable, flowers, herbs or plants not to exceed 500 gross square feet. May also include the sale of other unprocessed foodstuffs such as jams, jellies, pickles, baked goods or handi-crafts. No commercially processed or packed items shall be sold at a farmstand.

Feather banner: A banner made from lightweight material and attached to a pole and is designed to wave in the wind.

Feed store: An establishment engaged in retail sale of supplies and agricultural products including the bulk storage of fertilizers and related agrichemicals.

Final plan or ***plan:*** A detailed engineering drawing(s) showing the proposed improvements required in the development of a given parcel and demonstrating compliance with the requirements of these regulations and other law, prepared by a qualified design professional who is licensed to prepare such in accordance with state law.

Financial institution: A bank, savings and loan, credit union, mortgage office or automated teller machine (ATM). Financial institutions shall not include stand alone currency exchange, check cashing establishment or pawn shop.

Finish floor elevation (FFE): The elevation at which the building foundation meets the prevailing ground surface

Flood boundary, 100-year: Those areas of the City of Griffin having a one percent chance or greater of being partially or completely inundated by flood waters, either from a defined river, creek or stream or from the unusual and rapid accumulation of runoff or surface water from any sources. For purposes of this ordinance, the 100-year flood plan shall be as shown on flood hazard boundary maps, published by the Federal Emergency Management Agency or as determined from formal flood hazard studies prepared by the City of Griffin Public Works and Utilities Department.

Flood hazard area: Any normally dry area that is susceptible to being inundated by water. The flood hazard areas include, but are not limited to, land subject to the 100-year flood.

Flood peak: The maximum discharge of a particular flood at a given point along a stream.

Floodplain: Any plain which borders a stream channel and is covered by its water in time of flood; stream bed areas subject to recurrent overflow, or inundation.

Floodway: The channel of a river, stream or other watercourse and the adjacent land area that must be reserved to discharge the 100-year flood without cumulatively increasing the water surface elevation more than one foot at any point.

Floor area: The heated space of a dwelling, which is exclusive of attic, unfinished basement, garage, carport, patio and open porches measured from the exterior face of the exterior walls or a dwelling. Also, the gross leasable floor area for any business or industry based on interior dimensions.

Fps: Feet per second.

Frontage: Distance of lot as measured along the right-of-way.

Funeral home: A building or part of a building used for human funeral services. Such facility may contain space and facilities for embalming and the performance of other services used in the preparation of the dead for burial or cremation, the performance of autopsies, other surgical procedures, the storage of caskets, other related funeral supplies and the storage of funeral vehicles.

G

Gender: The masculine gender shall include the feminine and neuter.

General automotive repair: A wide range of mechanical and electrical repair and maintenance services for automotive vehicles, such as passenger cars, trucks, and vans, and all trailers; or, engine repair and replacement. See NAICS Code 811111 for further explanation.

Georgia DOT or ***GDOT:*** The (State of) Georgia Department of Transportation.

Gph: Gallons per hour.

Gpm: Gallons per minute.

Grading: The movement, removal or addition of earth on a site by the use of mechanical equipment.

Greenhouse: Retail business whose primary activity is the selling of plants grown on the site and having enclosed and open space for growing or display.

Group home for disabled persons: A residential use or facility, located in a single-family dwelling, where non-related persons with a disability recognized by The Americans with Disabilities Act, 42 U.S.C. section 12101, et seq., may live together in a residential setting, free from discrimination in local governmental rules, policies, practices or services, except as would constitute a direct threat to the health and safety of the occupants or other individuals.

Grubbing: The removal of vegetation by methods such as digging, raking, dragging or otherwise disturbing the roots of vegetation.

Guest house: A detached accessory dwelling unit located on the same lot with a single-family dwelling. The square foot area of a guess house may not exceed 1,000 square feet in floor area and may only be used by non-paying guests or relatives of the owners or occupants of the principal building. The guest house shall not be rented or otherwise occupied as a separate dwelling.

H

Halfway house: A halfway house provides a structured living environment for persons learning to adjust to society after being imprisoned.

Headwater: (A) The water upstream from a structure; (B) the source of a stream.

Health department: The Spalding County Health Department.

Heated floor area: The finished area within a building or structure that is heated by the main central heating system installed to serve said building or structure. For example, the floor area of an unfinished basement or garage is not included in determining the amount of heated floor area of a residential dwelling.

Home occupation: An occupation or activity for gain or support conducted by a member of the family residing on the premises with which there is:

a. No group instruction, assembly or activity, and no signage is used to indicate from the exterior that the building is being utilized in any part for any purpose other than that of a dwelling;

b. There is no commodity sold upon the premises;

c. No person is employed other than a member of the immediate family residing on the premises;

d. No mechanical equipment is used except that which is normally used for purely domestic purposes.

Homeless shelter: Charitable, non-profit, short-term housing and/or room and board accommodations for the homeless for which there is no charge, monetary or other to the person being provided such temporary housing.

Hospice: A home-like facility for the care of terminally ill patients in which food, shelter and nursing care is provided.

Hospital: Any institution receiving in-patients or a public institution receiving out-patients and authorized under Georgia Law to render medical, surgical and/or obstetrical care. Cremation services can be provided as an accessory use.

Hotel: A facility offering transient lodging accommodations to the general public and providing additional services such as restaurants, meeting rooms, entertainment and recreational facilities.

HUD: The U.S. Department of Housing and Urban Development.

Hydrology: The science of dealing with the waters of the earth in their various forms, precipitation, evaporation, runoff and storage.

I

Impervious surface: Any material or surface that prevents absorption or infiltration of stormwater into the ground. Includes, but is not limited to, buildings, accessory structures, driveways of asphalt or concrete surface, parking lots and sidewalks.

Imperviousness: The quality or condition of a material that minimizes percolation.

Industrialized building: A factory-fabricated dwelling or commercial unit built in one or more sections designed to fit together on a permanent foundation but which usually does not originally have wheels for movement and which is constructed in accordance with the Georgia Industrialized Building Act which bears the seal of approval issued by DCA.

Institutional use: A building, facility or land owned by a government, non-profit corporation, association or entity, intended for public or semi-public use, such as courthouses, schools, churches, parks and recreation areas.

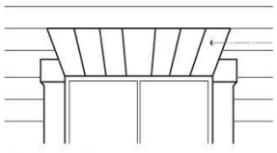
Interpretation: In the interpretation and application of any provision of this Code, it shall be held to be the minimum requirements adopted for the promotion of the public health, safety, comfort, convenience and general welfare. Where any provision of the Code imposes greater restrictions upon the subject matter than the general provision imposed by the Code, the provision imposing the greater restriction or regulation shall be deemed to be controlling.

Interstate: A divided major highway with full control of access and with no crossings at grade. These roads are designated interstate by the Georgia Department of Transportation.

Invert: The floor, bottom or lowest part of the internal cross-section of conduit.

J

Jack arch: Architectural term for a flat arch.



Joint authority: A joint authority given to any number of persons or officers may be executed by a majority of them, unless it is otherwise declared.

Junk yard: Any use on private property involving the parking, storage or disassembly of junked vehicles or wrecked or non-operable automobiles, trucks or other vehicles; storage, bailing or otherwise dealing in junk, animal hides, scrap iron or other metals, used paper, used cloth, used plumbing fixtures, old stoves, old refrigerators and other old household appliances, used brick, wood or other building materials. These uses shall be considered junk yards whether or not all or parts of these operations are conducted inside a building or in conjunction with, in addition to or accessory to, other use of the premises.

Junked or ***inoperable motor vehicle:*** Any motor vehicle that is wrecked, wholly or partially dismantled, majorly disassembled, or missing a key component, such as a motor, transmission or body parts, so as to be incapable of normal operation in the manner intended, including disassembled parts, pieces, or components thereof; failure to display a current license tag, tag decal, or (if required) current vehicle safety or emission sticker, shall create a presumption the motor vehicle is junked or inoperable.

K

Keeper and ***proprietor:*** The terms "keeper" and "proprietor" mean and include persons, firms, associations, corporations, clubs and co-partnerships, whether acting by themselves or as a servant, agent or employee.

Kennel: A commercial facility where boarding, caring for and keeping of dogs or cats or other animals or combination thereof is carried on for the purpose of providing an income or revenue.

L

Land area per dwelling unit: The amount of land in square feet required for each dwelling unit permitted on a zoning lot.

Land disturbance: Any land or vegetation change, including, but not limited to, clearing, grubbing, stripping, removal of vegetation, dredging, grading, excavating, transporting, and filling of land, that do not involve construction, paving or any other installation of impervious cover.

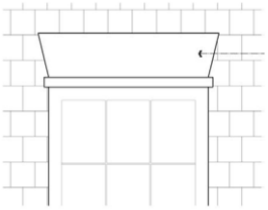
Laundromat: A facility where patrons wash, dry, or dry clean clothing or other fabrics in machines operated by the patron.

Licensed land surveyor: A person who, by reason of his knowledge of the several sciences and of the principles of land surveying acquired by practical experience and formal education, is qualified to engage in the practice of land surveying, as attested by the issuance to said person of a license as a land surveyor by the State of Georgia.

Licensed landscape architect: A person who, by reason of his special knowledge of natural, physical and mathematical sciences and the principles and methodology of landscape architectural design acquired by practical experience and formal education or both, is qualified to engage in the practice of landscape architecture, as attested by the issuance to said person of a license as a landscape architect by the State of Georgia.

Light industrial use: Any use which involves manufacturing, processing, assembly or storage operations where all operations are conducted entirely within a building and no noise, vibration, smoke, gas, fume, odor, dust, fire hazard, radiation or other injurious or obnoxious condition related to the operation creates a nuisance beyond the premises.

Lintel: A horizontal architectural member spanning and usually carrying the load above an opening.



2.8: Lintel

Liner building: A liner building is a specialized building, parallel to the street, which is designed to conceal an area such as a parking lot or loading dock.

Loading space or ***area:*** Space logically and conveniently located for pickup and delivery service, scaled to the vehicles expected to be used and accessible to such vehicles at all times. Also defined as an area to provide safe loading and unloading of passengers such as a day care facility or church.

Loading, off-street: An unobstructed area provided and maintained for the temporary parking of trucks and other motor vehicles for the purpose of loading and unloading goods, wares, materials and merchandise.

Local street: Streets that represent the lowest category of the functional classification system. Local streets are used primarily for direct access to residential, commercial, industrial or other abutting property. They do not include streets carrying through traffic.

Loft apartment: An apartment(s) customarily located on the second story of a retail business or professional office located in the commercial business district (CBD) or in some instances the planned commercial development (PCD) zoning districts.

Lot: A recorded area of land under one ownership of at least sufficient size to meet minimum zoning requirements for use, coverage and area and to provide such yards and other open spaces as are required by the zoning ordinance, as well as certain nonconforming lots of record exempted by the zoning ordinance. Such lots shall have frontage on a public street or on an approved private street as set out in the zoning ordinance and may consist of:

a. A single lot of record;

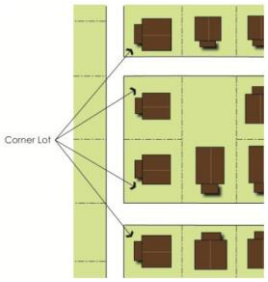
b. A portion of a lot of record;

c. A combination of complete lots of record or complete lots of record and portions of lots of record or of portions of lots of record;

d. A parcel of land described by metes and bounds.

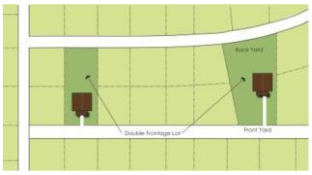
e. In the case of divisions, boundary adjustment, or consolidation shall no residential area of land be created which does not meet the requirements of the zoning ordinance. The grant of an interest, for security or other purpose, in real property for less than an entire lot, or the foreclosure or sale of such interest, shall not be deemed to create a legal lot unless property approved, by variance, granted by the board of commissioners, in accordance with these regulations and the zoning ordinance.

Lot, corner: A lot having frontage at the intersection of two or more public streets.



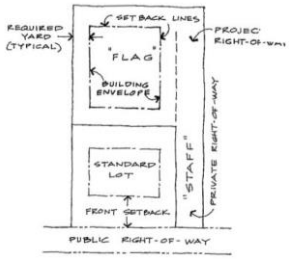
2.9: Corner Lot

Lot, corner (double-frontage): A lot located at the junction of two or more intersection streets, having an interior angle of less than 135 degrees, with a boundary line thereof bordering on two of the streets.



2.10: Double Frontage

Lot, flag: A lot whose access is provided to the bulk of the lot by means of a narrow corridor or panhandle and does not meet the normally required minimum lot width.



2.11: Flag Lot

Lot, interior: A lot, other than a corner lot, with frontage on only one lot.

Lot, nonconforming: A lot that has less than the minimum area or minimum dimensions required in the zone in which the lot is located.

Lot, through: A lot that fronts upon two parallel streets or that fronts upon two streets that do not intersect at the boundaries of the lot.

Lot coverage: That portion of the lot that is covered by principal structures, accessory buildings and impervious surface, including, but not limited to, driveways of asphalt or concrete, parking areas, walkways and sidewalks.

Lot depth: The mean horizontal distance between the front and rear lot lines, measured in the general direction of the side lot lines.

Lot line: A boundary of record that divides one lot from another or from a public or private street or any other space.

Lot line: A line defining the ownership boundary of a lot.

Lot of record: A lot that exists as shown or described on a plat or deed in the records of the Office of the Clerk of the Superior Court of Spalding County.

Lot width: The distance between side lot lines measured at the front building line.

Lot width: Distance between the side lot lines measured as a tangent to the front building line as described by the zoning ordinance.

M

Major collector street: The part of the road classification system that serves as the principal network for through traffic flow. Major collectors have a primary function of providing neighborhood linkages and aggregating traffic, then carrying it to the arterial street system. They may also penetrate a neighborhood, distributing trips to ultimate destinations and in a few instances providing direct access to individual abutting property.

Manufactured home: A structure transportable in one or more sections and which is built on a permanent chassis and designed to be used as a dwelling with or without a permanent foundation when connected to the required utilities and includes the plumbing, heating, air-conditioning and electrical systems, contained therein. Such dwelling is regulated by the manufactured home construction and safety standards established under the National Manufactured Home Construction and Safety Standards Act adopted in 1976, bearing an insignia issued by U.S. Department of Housing and Urban Development (HUD).

Manufacturing: The mechanical or chemical transformation of materials or substances into new products, including the assembling of component parts, the manufacturing of products, the blending of materials, such as lubricating oils, plastics, resins, or liquors. This includes processing, assembly and storage operations.

Master plan: A comprehensive plan, which may consist of several maps, data and other descriptive matter for the physical development of the city or any portion thereof. This includes any amendments, extensions or additions thereof recommended by the city manager and adopted by the board of commissioners indicating the general location for major roads, parks or other public open spaces, public building sites, routes for public, utilities, zoning districts or other similar information.

Mean sea level: The average height of the sea for all states of the tide. It is used as a reference for establishing various elevations within the floodplain. For purposes of these regulations, the term is synonymous with National Geodetic Vertical Datum (NGVD).

Minor collector street: The part of the road classification system designed primarily to serve the collection function for a group of local streets. Additionally, it provides direct access to individual abutting property. Minor collectors are not meant to handle long through trips.

Mixed use: A building or development containing more than one permitted use. Multiple uses are allowed to be stacked vertically and contained in the same building.

Month, year: The terms "month" and "year" mean calendar month and calendar year unless otherwise provided.

Motel: An establishment providing temporary or overnight sleeping accommodations for the traveling public with a majority of all rooms having direct access to the outside without the necessity of passing through the main lobby of the building.

Motor vehicle parts (used) merchant wholesalers: A wide range of mechanical and electrical repair and maintenance services for automotive vehicles, such as passenger cars, trucks, and vans, and all trailers; or, engine repair and replacement. See NAICS Code 811111 for further explanation.

Motor vehicle towing: A wide range of mechanical and electrical repair and maintenance services for automotive vehicles, such as passenger cars, trucks, and vans, and all trailers; or, engine repair and replacement. See NAICS Code 811111 for further explanation.

Municipal court: The term "municipal court" means the Municipal Court of the City of Griffin.

N

Names of officers, departments: The name or title of any officer or department shall be read as though the words "of the City of Griffin" were added.

National Manufactured Home Construction and Safety Standards: The national building code for all manufactured homes built since June 15, 1976, written and administered by the U.S. Department of Housing and Urban Development (also known as the "HUD" Code").

Neighborhood retail, service or office uses: Intended to serve or accommodate the needs of a specific segment of the community or area. Establishments primarily engaged in the provision of frequently or recurrently needed goods for household consumption, such as prepackaged food and beverage and limited household supplies and hardware. These establishments shall not exceed 5,000 square feet. These services are primarily for the residents of the HDR-A district provided that they are conducted entirely within a wholly and permanently enclosed building or buildings which shall be of architectural design compatible to the dwellings within the HDR-A development.

Newspaper publishing facility: A commercial printing operation involving a process that is considered printing, imprinting, reproducing or duplicating images and using printing methods including but not limited to offset printing, lithography, web offset, flexographic, and screen process printing.

Non-conforming building or structure: An existing building or structure erected or constructed prior to adoption of this ordinance, or the adoption of any amendment hereto, on a lot now zoned so that such building or structure could not be built or constructed.

Non-conforming use: A use of land existing at the time of the adoption of this ordinance, or the adoption of any amendment hereto that was lawful at the time the use of land was initiated, but which has been rendered unlawful by the adoption or amendment of this ordinance.

Nontechnical and technical words: The ordinary significance shall be applied to all words, except words of art, or words connected with a particular trade or subject matter, in which case they shall have the significance attached to them by experts in such trade, or with reference to the subject matter.

Number: The singular or plural number shall each include the other, unless expressly excluded.

Nursery: See Greenhouse.

Nursing home facility: Housing for elderly, chronically or terminally ill persons in which food, shelter and nursing care if provided for compensation.

Nursing Home: A home licensed by the state for the aged or chronically or incurably ill persons in which five or more such persons not of the immediate family are provided with food, shelter and care for compensation or a non-profit, but not including hospitals, clinics or similar institutions devoted primarily to the diagnosis and treatment of the sick or injured.

O

O.C.G.A.: The abbreviation "O.C.G.A." means the Official Code of Georgia Annotated, as amended.

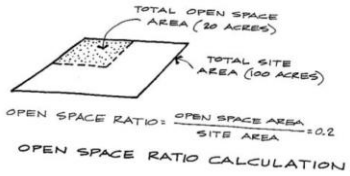
Oath: The term "oath" includes the term "affirmation."

Office, professional: Includes, but is not limited to, offices for accounting, architectural, auditing, bookkeeping, engineering, finance, insurance, law, medical and real estate professions.

Office, temporary: A manufactured or modular building, which is used as a sales office, no-site construction management office or related functions.

Official zoning map: The map officially adopted contemporaneously with and as an integral part of this zoning ordinance that conclusively shows the location and boundaries of all zoned districts existing at the time of adoption of this ordinance and the adoption of future amendments thereto which reclassifies land by districts.

Open space: Any parcel or area of land or water essentially unimproved and set aside, dedicated, designated or reserved for public or private use or enjoyment or for the use and enjoyment of owners and occupants of land adjoining or neighboring such open space or for the preservation and protection of environmentally sensitive land areas or natural land features.



OPEN SPACE RATIO CALCULATION

2.12: Open Space

Or, and: The term "or" may be read "and," and the term "and" may be read "or" if the sense requires it.

Ordinance: This ordinance and all future amendments thereto, together with the official zoning map adopted contemporaneous with this ordinance.

Outdoor display: The displaying of goods or merchandise outdoors on the property with the intent to advertise for sale.

Outdoor storage: The keeping, in an unenclosed area, of any goods, salvage, material, merchandise, storage trailers or vehicles outdoors on the property for more than 24 hours. The term "outdoor storage" shall not include the keeping of vehicles or manufactured housing structures on sales lots in districts which allow such sales lots.

Outparcel: A portion of a larger parcel of land generally designed as a site for a separate structure and business from the larger tract. An outparcel may or may not be a subdivision of a larger parcel. To be recognized as an outparcel, the portion must be identified on a site plan approved for the larger parcel.

Owner: The term "owner," applied to a building or land, shall include any part owner, joint owner, tenant in common, tenant in partnership or joint tenant of the whole or of a part of such building or land.

P

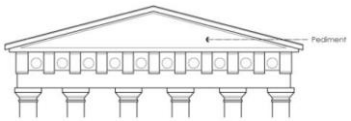
Parking lot: An off-street surfaced ground level area for the temporary storage of operable passenger and commercial vehicles whether for compensation or free.

Parking spaces: An area for off-street automobile parking.

Parking structure (deck): Parking spaces and adjacent access drives, aisles, and ramps that are located in a structure with two or more levels.

Pawnshop: Any business that loans money on deposit of personal property or deals in the purchase or possession of personal property on condition of selling the same back again to the pledger or depositor, or loans or advances money on personal property by taking chattel mortgage security thereon, and takes or receives such personal property.

Pediment: A pediment is a low-pitched triangular gable on the front of some buildings in the Grecian or Greek Revival style of architecture.



2.13: Pediment

Permitted use: Any use allowed as a matter of right in a zoning district and subject to the restrictions applicable to that zoning district classifications.

Person: As used in this ordinance, the term "person" shall mean an individual, group of individuals, and all forms of legal entities recognized by Georgia Law as having the ability to own property, transact business or sue and be used.

Personal care home: A residential use or facility, located in a single-family dwelling, whether operated for profit or not, which undertakes through its ownership or management, for compensation, to provide personal services, protective care and oversight of ambulatory, non-related persons who need a monitored environment but who do not have injuries or disabilities which require chronic or convalescent are, including medical, nursing, or intermediate care. Personal services include, but are not limited to, individual assistance with or supervision in areas of nutrition, medication and provision of transient medical care. Personal care homes may include those facilities which monitor resident's daily functioning and location and have the capability for crisis intervention. Such term does not include:

a. Old age residences which are devoted to independent living units with kitchen facilities in which residents have the option of preparing and serving some or all of their own meals;

b. Boarding facilities which do not provide personal care; or

c. Group homes for disabled persons, as defined by the Fair Housing Act Amendments of 1988, 42 U.S.C. section 3601, et seq.

Personal service establishment: Enterprises serving individual necessities of a non-medical nature including, but not limited to, beauty and barber shops, tanning, dry cleaning pick-up(retail), shoe repair, spa, locksmith and other similar establishments. These may also include retail sales of products related to the services provided.

Places of public assembly: A structure, portion of a structure or area (either indoor or outdoor), including, but not limited to, movie theaters; concert halls; stadiums; amusement parks; carnivals; churches; elementary, middle, high, secondary and post graduate schools; day care centers; private commercial schools, such as martial arts or dance studios; clubs, lodges and arenas, designed primarily for people to gather to observe or participate in a single event or series of single events, including but not limited to the presentation of a motion picture, a concert, an educational presentation, a sermon, an inspirational presentation, a rally, a lecture, a drama, dance, musical or other live performance, or a sporting event.

Places of worship: Places where religious institutions provide assembly with a seating capacity and a sanctuary or main activity area.

Planned development: A tract of land developed under a single ownership or control based on a plan which allows for flexibility of design not available under normal zoning district requirements.

Planned shopping development: Two or more commercial establishments with a total gross floor area of at least 40,000 square feet planned and managed as a single unit with off-street parking and loading facilities provided on the property.

Planning and zoning board (PZB): The City of Griffin, Georgia Planning and Zoning Board appointed by the board of board of commissioners.

Plat: A map, plan or layout of a county, city, town section, subdivision or development certified by a registered surveyor indicating the location and boundaries of a property or properties. See also site plan.

Preceding, following: The terms "preceding" and "following" mean generally next before and next after unless the context requires a different significance.

Private or ***public club, lodge, social center*** or ***meeting room:*** Building or facility for the purpose of social, educational, or recreational purpose.

Professional or ***design professional:*** An individual who meets state licensure requirements applicable to the profession or practice he is engaged in.

Project: A principal building or structure or group of buildings or structures planned and designed as an interdependent unit together with all accessory uses or structures, utilities, drainage, access and circulation facilities, whether built in whole or phases. Examples include: a principal building on a lot, a residential subdivision, a multi-family development, a shopping center or an office park.

Property owner: Any person who owns fee title to a given area of land, excluding, however, any recorded easement or right-of-way.

Property: The term "property" includes real and personal property.

Psi: Pounds per square inch.

Public place: The term "public place" means any place that the public is invited or permitted to go or congregate.

Q

Quasi-judicial decision: decisions on applications for variance and other such decisions made by quasi judicial officers, boards, or agencies as defined by O.C.G.A. § 36-66-3.

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R

Radio and/or television and/or transmission tower: Any exterior apparatus designed for telephone, radio, or television communications or data transmission through the sending and/or receiving of electromagnetic waves.

Recreational vehicle: Any type of portable structure without a permanent foundation, which can be towed, hauled or is self-propelled, and designed for temporary living accommodations for recreational, camping and travel use, including, but not limited to, travel trailers, truck campers (on or off the truck), camping trailers, buses and motor homes.

Recycling center, collection: Any facility utilized for the purpose of collecting materials to be recycled including, but not limited, plastics, glass, paper and aluminum materials. Such use may be principal or accessory to a non-residential use on non-residentially zoned property.

Religious activity: A use of land involving the exercise of religious believers [beliefs], practices or worship. It is not the intent of this ordinance to regulate religious activity or to impede any person's exercise of religious beliefs.

Repair garage, heavy equipment: A use which may provide a full range of repairs and services including, but not limited to, major overhauls, engine repair, rebuilding and replacement on heavy duty trucks and equipment and may include paint and body shops. The outside storage of unlicensed and unregistered vehicles is prohibited as part of this use.

Research or ***experimental laboratory:*** An establishment which conducts research, development or controlled production of high technology electronic, industrial or scientific products or commodities for sale or a laboratory conducting educational/medical research or testing. This term includes but is not limited to a biotechnology firm or manufacturer of non-toxic computer components.

Residential industrialized building: Any structure or component thereof which is wholly or in substantial part made, fabricated, formed or assembled in manufacturing facilities for installation or assembly and installation on a building site and has been manufactured in such a manner that all parts or processes cannot be inspected at the installation site without disassembly, damage to, or destruction thereof; which bears an insignia of approval issued by the Georgia Department of Community Affairs; and which is used or intended to be used as a dwelling units.

Residential: Pertaining to the use of land, means premises such as single-family detached and attached homes, patio homes, townhouses, manufactured or modular homes, duplexes, condominiums or apartment complexes, which contain habitable rooms for non-transient occupancy and which are designed primarily for living, sleeping, cooking and eating therein.

Responsible party: In the context of enforcement procedures, a person who is alleged to have committed, causes, continued or created a violation of the terms, requirements, regulations, or provisions of these regulations whether as a direct act, through lack of action or neglect, or at the direction of or on behalf of others. A responsible party may be the owner of a premises where a violation has occurred; an occupant whether through ownership, lease or other tenancy; a contractor, building or developer; an agent of or person otherwise acting on behalf of the aforementioned parties; or other person acting in violation of these regulations.

Retail business: A business consisting primarily of buying merchandise or articles in gross and selling to general consumers in small quantities not in bulk and not for resale. These businesses include but are not limited to clothing shops, florists, home goods, drugstore.

Retail business, heavy equipment: The sale or rental of heavy equipment. Heavy equipment includes but is not limited to backhoe, crane, wheel loader, bulldozer, forklift and other similar equipment.

Retail, large-scale: All retail sales and service uses on sites that include more than 74,999 square feet of gross floor area (in aggregate).

Retirement center: A residential apartment or fee simple housing development built exclusively for senior citizens whereby typically a dining facility, aquatic and or fitness center, library and community activities are incorporated in the development and independent living is promoted.

Return cornice: The continuation of a cornice in a different direction, as at the gable end of a house.



2.14: Return Cornice

Right-of-way: A strip of land designated, reserved, dedicated or purchased for the purpose of pedestrian or vehicular access, utility line installation or other use.

Road classification map: Comprehensive plan of arterial, collector and minor streets and roads for all or a portion of the city.

Runoff coefficient: The rate of runoff to precipitation.

S

Salvage yard: Use of property for outdoor storage, keeping, abandonment, sale or resale of salvage including scrap metal, used lumber, salvaged house wrecking and structural steel materials and equipment or for the dismantling, demolition or abandonment of automobiles or other vehicles or machinery or parts thereof.

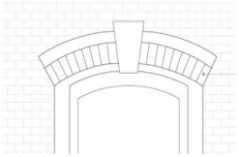
Schedule of fees and charges: The phrase "schedule of fees and charges" means the official consolidated list compiled and published by the city which contains rates for utility and other public enterprises, fees, deposit amounts, performance bonds, and various charges as determined from time to time by the board of commissioners, an official copy of which is maintained in the office of the city clerk where it is available for reference and review during normal business hours.

School: A facility where persons regularly assembly for the purpose of instruction or education including any playgrounds, stadiums or other structures and grounds used in conjunction therewith. The term "school" shall include, but is not limited to, public and private schools used for pre-kindergarten, primary, secondary, or post-secondary education.

Seating, minimum: Where this Code requires seating for a minimum number of persons, only chairs, stools and booths shall be provided as the required seating. The capacity of seats without dividing arms shall be determined by allotting 18 inches per occupant.

Security bars: Metal bars, including, but not limited to, wrought iron guards and sliding scissor gates, attached to or covering a window or glass door which are intended to provide additional protection against vandalism and burglaries.

Segmental arch: A shallow arch; an arch that is less than a semicircle.



2.15: Segmental Arch

Self-storage: A building or group of buildings divided into separate compartments used to meet the temporary storage needs of small businesses or for personal use and may include refrigeration facilities.

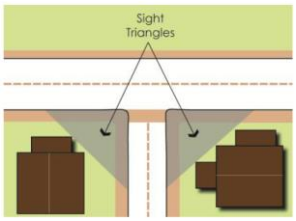
Service station: A use which provides for the sale of motor vehicle fuels and automobile accessories and which may provide minor repair and maintenance services. A service station shall be limited to two bays.

Setback line: The minimum required distance from any lot line that establishes the area within which the principal structure may be erected or placed.

Shall, may: The term "shall" is always mandatory and not merely directory; the term "may" is permissive.

Sidewalk: The term "sidewalk" means any portion of a street between the curbline and the adjacent property line, intended for the use of pedestrians, excluding parkways.

Sight triangle: A triangular-shaped portion of land established at street intersections in which nothing is erected, placed, planted, or allowed to grow in such a manner as to limit or obstruct the sight distance of motorists entering or leaving the intersection.



2.16: Sight Triangles

Sign: Any name, identification, description, display, illustration or device that is affixed to, posted on or represented directly or indirectly upon a building, structure, land, vehicle or otherwise affixed for display in view of the general public and that directs attention to a product, place, activity, idea, person, institution or business.

Signature and ***subscription:*** The terms "signature" and "subscription" include the mark of all illiterate or infirm persons.

Site plan, final and subdivision (construction drawings): Engineered plans and necessary supporting documents required for a proposed project to constitute the complete application for construction approval. Plans shall include complete and detailed engineering and layout drawings for all public and private improvements and utilities, in addition to any ancillary calculations.

Site plan, minor: An engineered drawing proposed improvements to a site of less than 1.1 acres on which the city has not previously approved a site plan, or on which there is an existing approved plan that has been closed (built). The improvements must be minor in nature and generally, (1) not change the internal or external traffic flow patterns; (2) not increase the number of dwelling units; (3) not increase the non residential building size by more than 2,500 square feet or 75 percent of the gross building area, whichever is less; and (4) generally, the proposed disturbed area should not exceed 5,000 square feet. The applicant must provide the department of stormwater an impervious site change form noting the limits of additional impervious area on the site.

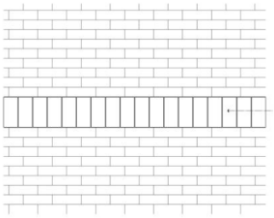
Site plan, preliminary residential and subdivision: Engineered plans required for all residential projects resulting in the creation of three or more lots or any new development involving 1.1 acres or more. Preliminary plans must show general design of a site development or subdivision project and its public improvements including, but not limited to, location and width of streets and structures and their general relationship to the topography of the land; water and sanitary sewer, drainage, lot sizes and arrangement, future development (if applicable) and location and use of adjoining property.

Site plan: A final construction plan, other than a final subdivision final plan, providing a graphic portrayal of a proposed development describing both existing and proposed conditions of the lot(s), including, but not limited to, use, location and bulk of buildings and structures, density of development, public facilities, means of ingress and egress, landscaping, signs, drainage and lighting.

Site work: Development activity to prepare a property for construction of buildings or finished structures, including clearing, grubbing, grading and installation of soil erosion and sedimentation control facilities.

Soil erosion and sedimentation control regulations: That section of the soil erosion and sedimentation control ordinance dealing with sediment control during construction. These regulations are enforced by the public works and stormwater departments.

Soldier course: A course of bricks laid on their ends so that only their long sides are vertical.



2.17: Soldier Course

Special use: A use which within certain zoning districts specified by this ordinance is not permitted as a matter of right but may be permitted within a district by approval of the board of board of commissioners, following a public hearing at which the commission reviews the proposed plans for the use, its location, design, relationship to adjacent properties, and other conditions peculiar to the proposal which may adversely affect adjoining property, under objective criteria; has found the proposal not to be in conflict with the intent of this ordinance; and has approved the use as specified. A special use permit is valid for a period of one year from the date of approval.

State: Whenever the terms "state," "the state" and "this state" are used, they shall refer to the State of Georgia.

Storefront: Display windows of a building housing a commercial use visible from a street, sidewalk, or other pedestrian way accessible to the public, or adjacent to public or private property.

Storm drainage system: Any structure used principally to retain, detain, collect, direct, transfer, carry, convey, distribute or treat, singularly or in combination, storm water or other surface water, including, but not limited to, aprons, basins, berms, BMP facilities, catchments, conduits, culverts, dams, dikes, ditches, drains, drops, filters, grates, infiltration devices, inlets, manholes, man-made channels, outlets, pipes, ponds, rip-rap, risers, spillways, storm sewers, swales and trenches; and also including any maintenance easements needed for such structures.

Street: A right-of-way generally intended for the movement of vehicular and pedestrian traffic and which serves as point of access to abutting property. The term "street" includes streets, sidewalks, avenues, boulevards, roads, alleys, lanes and all other public highways in the city, unless otherwise provided. Street type is officially defined according to the city's road classification map.

Street, classification: As described in the City of Griffin Comprehensive Transportation Plan adopted October 2002:

a. ***Arterials*** connect activity centers and carry large volumes of traffic at moderate speeds. The arterial system in Griffin includes US 19/41, SR 16, SR 155, SR 92 and Bus 19/41.

b. ***Collectors*** provide access to activity centers from residential areas. Their purpose is to collect traffic from streets in residential and commercial areas and distribute the traffic to the arterial system. The collector system in Griffin includes Meriwether Street, College Street, Poplar Street, Solomon Street, Experiment Street, Broad Street, Maple Drive, McIntosh Road, Old Atlanta Highway and North Hill St.

c. ***Local streets*** feed the collector system from low volume residential and commercial areas. The remaining roadways in the city are classified as local streets. The majority of Griffin's roadway system is classified as local streets.

Structure, accessory: A subordinate structure, customarily incidental to a principal structure or use and is located on the same lot. Examples of accessory structures in residential districts shall include tool sheds, storage buildings or detached garages.

Structure, principal: A structure in which the principal use or purpose on a property occurs, and to which all other structures on the property are subordinate. Principal may also mean the main or primary structure.

Structure: Anything constructed, erected or placed with a fixed location on or in the ground or attached to something having a fixed location on the ground. The term "structure" shall include, but is not limited to, buildings, manufactured or modular homes, signs, swimming pools or fall-out shelters. Privacy walls or fences shall not be considered structures.

Subdivision: All divisions of a tract or parcel of land into two or more lots, building sites, or other divisions for the purpose, whether immediate or future, of sale, or building development and includes all division of land involving a new street or a chance in existing streets and includes re-subdivision and, where appropriate to the context relates to the process of subdividing or to the land or area subdivided. The term includes replatting of any division of land involving a new street, or a change in existing streets.

Subdivision, boundary adjustment plan: A legal document, prepared by a qualified professional licensed to prepare such in the State of Georgia, for the purpose of the legal reconfiguring of contiguous lots in the same ownership.

Subdivision, boundary adjustment: The adjusting of common property line(s) or boundaries between adjacent lots, tracts, or parcels for the purpose of accommodating a transfer of land, rectifying a disputed property line location, or freeing such a disputed property line location, or freeing such a boundary from any difference or discrepancies. The resulting adjustment shall not create any additional lots and all reconfigured lots shall contain sufficient area and dimension to meet minimum requirements for zoning and building purposes. (See also consolidation subdivision)

Subdivision, consolidation plan: A legal document, prepared by a qualified professional licensed to prepare such in the State of Georgia, for the purpose of the legal removal of common property lines between abutting lots in the same ownership.

Subdivision, consolidation: The removal of common property lines between abutting lots in the same ownership. (See also boundary adjustment subdivision)

Subdivision, major: Any subdivision that does not meet the requirements of a minor subdivision.

Subdivision, minor: Any subdivision that does not result in the creation of more than three lots out of one or more lots, and does not require the construction of new streets or public water or sewer mains.

Substantial compliance: A substantial compliance with any requirement of this Code or ordinances amendatory thereof, especially on the part of public officers, shall be deemed and held sufficient; and no proceeding shall be declared void for want of such compliance, unless expressly so provided.

SWM facility: Any storm drainage facility that is designed or otherwise intended to, or that actually does, detain or retain stormwater or other surface water. When this term is used in the text of these regulations, all portions of such a facility shall be considered as included.

SWM: Stormwater management.

T

Tenant and ***occupant:*** The terms "tenant" and "occupant," applied to a building or land, shall include any person holding a written or oral lease of, or who occupied, the whole or a part of such building or land, either alone or with others.

Time of concentration: The time it takes for runoff to travel from the hydraulically most distant part of the watershed to the point of reference.

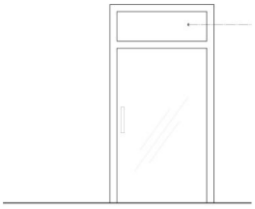
Title pawn: A title pawn is an act of using a vehicle title to acquire a pay day loan.

Traffic study: An analysis conducted to assess the impact of vehicular traffic generated by a new use or change in use on existing or future road network and to obtain the required information in evaluating any potential road network improvements.

Transit station: A commercial or public facility for the loading or unloading of passengers, luggage, and packages including sales of fares and which include accessory restaurants, indoor commercial businesses but not including airports. This facility operates a system of regularly scheduled buses and /or trains available to the public.

Transitional housing facility: A building or buildings in which is provided long-term but no permanent living accommodations for more than six (6) persons who have no permanent residence and are in need of long-term housing assistance.

Transom: A bar of wood or stone across the top of a door or window



2.18: Transom

Tree protection ordinance: The City of Griffin, tree protection ordinance concerning the planting or removal of trees. The City of Griffin Tree Board enforces the tree ordinance. All planting and removal of trees within city right-of-way requires the permission of the tree board.

Truck terminal: A primary use of property where trucks/trailers are temporarily stored, maintained or based. Trucks/trailers shall have current registration and license plats with decal.

U

Urgent care: The delivery of ambulatory care in a facility dedicated to the delivery of medical care outside of a hospital emergency department, usually on an unscheduled, walk-in basis. Urgent care centers are primarily used to treat patients who have an injury or illness that requires immediate care but is not serious enough to warrant a visit to an emergency room. Often urgent care centers are not open on a continuous basis, unlike a hospital emergency room which would be open at all times.

Use, accessory: A use located on the same lot with a principal use or building such as a garage, storage building, swimming pool, children's play area, etc.

Use, principal: The main purpose for which a zoning is intended and for which it may [be] used.

V

Variance: A relaxation of the terms of this ordinance that will not be contrary to the public interest where, owing to conditions peculiar to the property and not the result of the applicant, a literal enforcement of this ordinance would result in unnecessary and undue hardship. A variance cannot be granted to change the text of this ordinance, to reclassify property on the zoning map or to allow a use not permissible within the district involved.

Veterinary services or ***clinic:*** An establishment for the care and medical treatment of animals.

VPD: Vehicles per day.

W

Warehouse: A use engaged in storage, wholesale, and distribution of manufactured products, supplies and equipment, excluding bulk storage of materials that are inflammable or explosive or that present hazards or conditions commonly recognized as offensive.

Watchman's or ***caretakers single family dwelling:*** A temporary accessory structure containing living quarters and kitchen facilities for housing persons responsible for overseeing and maintaining security for the main use on the site.

Water and wastewater system: City of Griffin Water and Sanitary Sewer System.

Wholesale business: A business primarily engaged in the selling of goods or articles in gross to retailers for resale and not directly to the consumer.

Writing: The term "writing" includes printing and all numerals, and also pictures, illustrations and printed or written designs.

Y

Yard, front: The minimum permitted space between the front building line and the front property line.

Yard, rear: The minimum permitted space between the rear building line and the rear property line.

Yard, side: The minimum permitted space between the side building line and the side property line.

Yard: An open space that lies between the building and the nearest property line. The minimum required yard on a zoning lot as set forth in this chapter that is left unoccupied with structures, parking and facilities. A yard may also be known as a setback.

Year: The term "year" means a calendar year.

Z

Zoning administrator: The person who has been designated by the city manager to administer the enforcement of this ordinance.

Zoning decision: Final legislative action by the board of commissioners which results with:

a. The adoption or repeal of a zoning ordinance;

b. The adoption of an amendment to this ordinance which changes the text of this ordinance;

c. The adoption or denial of an amendment to this ordinance which rezones property from one zoning classification to another;

d. The adoption or denial of an amendment to this ordinance which zones property to be annexed into the city; or

e. The grant or denial of a permit relating to a special use of property.

f. The grant or denial of a variance or conditions concurrent and in conjunction with a decision pursuant to subparagraph (c) and (e) of this definition.

Zoning district: A section of the City of Griffin, Georgia, as designated on the official zoning map within which zoning regulations are uniform and compatible.

Zoning map: The official map of the City of Griffin, Georgia, entitled "Zoning Map of the City of Griffin," indicating the location of zoning districts in the city.

Zoning ordinance: An ordinance establishing procedures and zones or districts within the respective territorial boundaries of the City of Griffin, Georgia, which regulate the uses and development standards of property within such zones or districts. The term also includes the map adopted in conjunction with the textual ordinance which shows the zones or districts classifying property depicted thereon.

Zoning: The power of local governments to provide within their respective boundaries for the zoning or districting of property for various uses and the prohibition of other or different uses within such zones or districts and for the regulation of development and the improvement of real estate within such zones or districts in accordance with the uses of property for which such zones or districts were established.

(Ord. No. 16-09 , § 1, 7-26-2016; Ord. No. 18-08 , § 1, 5-8-2018; Ord. No. 21-05 , § 1, 4-27-2021)

ARTICLE 4. PROCEDURES

404. AMENDMENTS.

Amendments to this ordinance may be proposed by the zoning administrator, the board of commissioners, the planning and zoning board and any other owner of property within the City of Griffin or the owner's legal representative. All amendments to this ordinance, either to the text or map, shall be in accordance with the provisions of this section.

404 A. Written ordinance requirement.

All amendments to this ordinance, either to the text or map (rezonings) shall be in the form of a written ordinance and read at one meeting of the board of commissioners. Copies of the proposed ordinance, in final form, shall be available for distribution at the public hearing before the board of commissioners.

404 B. Consistency with Comprehensive Plan.

All amendments to this ordinance shall be consistent with the most current, adopted future land use section of the City of Griffin Comprehensive Plan, as may be amended from time to time, unless significant justification exists based upon an analysis of the standards set forth in Section 405. The applicant shall bear the burden of proof and persuasion by demonstrating approval of a proposed amendment not consistent with the comprehensive plan is warranted, based upon evaluation of the standards set forth in Section 405.

404 C. Applications.

All applications for annexation, rezoning, variance and special use shall be made in writing on form(s) provided by the City of Griffin and shall be submitted to the zoning administrator. No application shall be considered complete until all applicable form(s) have been submitted with payment of applicable fees.

404 D. Application submittal requirements.

All application submittals shall include information deemed necessary by the City of Griffin, including but not limited to the following:

1. Completed application form.
2. Detailed description of existing land uses on all contiguous property;

3. The location of the subject property including street numbers, if available;
4. A boundary plat of the subject property, prepared in accordance with the Georgia Plat Act, showing the dimensions of acreage, location of tract and location of all existing improvements and easements;
5. A site plan drawn to scale showing:
    a. Any and all improvements to be constructed if the application is approved, along with the proposed use and dimensions of all structures;
    b. A statement with any prior conditions to zoning, plat and/or prior variance request approvals granted by the City of Griffin;
    c. Site plans with variance requests shall indicate the dimension of the proposed subject of the variance request (see 415 [section 410] for variance procedures).
6. Spalding County Tax Map, block and lot number of the appropriate plat reference;
7. The present and proposed zoning district classification for the subject property;
8. The name and address of the owner of the subject property;
9. The area of land of the subject property, stated in square feet if less than one acre;
10. Date of application;
11. Any prior applications or actions for rezoning of all or part of the subject property within the past five years;
12. Documentation supporting the request based upon the standards of this article.

404 E.

Within a reasonable time following receipt of a complete application, the zoning administrator shall notify the planning and zoning board of the application submittal and the scheduled review process; a copy of this notice shall be mailed to the applicant.

404 F.

The planning and zoning board, upon receipt of the evaluation from the zoning administrator, shall submit its recommendation to the board of commissioners within 45 days of receipt of the application from the zoning administrator.

404 G. Public hearings.

Public hearing shall be noticed pursuant to Section 408C (1) and 408D (1) and shall be conducted pursuant to procedures set forth ~~as provided~~ in Section 408E (1).

404 H. Deferral authority.

The board of commissioners, zoning administrator and planning and zoning board may defer action or recommendation for a reasonable length of time on any proposed zoning decision pending submission of additional information as requested of the applicant in writing.

404 I. Decisions and recording.

Upon concluding the public hearing, the board of commissioners, in its legislative discretion, may approve, approve with conditions or deny the proposed zoning decision, as submitted or conditioned, defer a decision until a specific meeting date, require the applicant to file additional information or plans regarding the project development and defer action to a later meeting date or allow withdrawal by the applicant, if requested prior to a vote by the commission.

1. Voluntary withdrawal prior to a vote shall not constitute a denial.
2. In approving a zoning decision which constitutes an amendment to this zoning ordinance (i.e. text amendment, rezoning from one zoning classification to another, rezoning of property to be annexed into the City, or a variance in conjunction with a rezoning from one classification to another)~~the ordinance~~, the commission may impose additional conditions or delete conditions recommended by the zoning administrator or planning and zoning board in granting a proposed amendment; provided, however, any additional conditions or the deletion of conditions to the amendment by the board ~~all such conditions~~ shall be stated in the proposed amendment and a public hearing shall be held on the modified amendment proposal prior to the board's vote.~~ordinance prior to its second reading.~~
3. ~~The second and final reading of the ordinance shall take place at the next regular scheduled meeting of the board of commissioners.~~ The vote of each member of the commission shall be recorded in the official minutes. Any tie vote shall constitute a denial of the proposed zoning decision.~~ordinance amendment.~~

404 J.

After final action by the board of commissioners on a zoning decision, any necessary changes to the official and unofficial zoning maps shall be made by the zoning administrator within ten days and shall be dated and signed by the Mayor~~chairman~~. The zoning administrator shall maintain an official log of all authorized changes, either in the text of this ordinance or to the official zoning map, indicating the date the change was made and, if different, the effective date of the zoning decision. Only changes authorized to be made by the zoning administrator, after compliance with the amendment procedures of this ordinance, shall be made and recorded on the official zoning map and official copy of this ordinance, as maintained for public inspection and copying in the zoning administrator's office.

404 K.

The zoning administrator shall convey the final action, in writing, on a zoning decision to the applicant within ten (10)~~three~~ business days of the board of commissioners making such decision.

404 L.

All records concerning proposed zoning decisions, whether approved, denied or withdrawn, shall be maintained by the zoning administrator as public records of the city.

404 M.

If an application for rezoning is denied by the board of commissioners, the same request shall not be reconsidered for six months from the date of such denial. Voluntary withdrawal by the applicant, prior to a vote on final action by the commission, shall not constitute a denial.

405. STANDARDS GOVERNING THE EXERCISE OF ZONING POWER.~~REZONING EVALUATION CRITERIA~~.

The following standards governing the exercise of zoning power are adopted in accordance with O.C.G.A. § 36-66-5(b) and are relevant in balancing the interest in promoting public health, safety, morality, or general welfare against ~~All proposed rezonings of property shall be evaluated in light of the following standards used to interpret the balance between~~ an individual's right to the unrestricted use of ~~their~~ property and the public health, safety or general welfare of the community. In applying these standards, expression of opinions unsupported by objective factual analysis, using the criteria set forth below, should not be considered by the board of commissioners:~~.~~

(1) Existing uses and zoning of adjacent property;

(2) Whether the property to be affected by the zoning proposal has a reasonable economic use as currently zoned, although such use may not be its highest and best potential use;

(3) Whether the zoning proposal will permit a use that is suitable in view of the use and development of adjacent and nearby property;

(4) The relative gain to the public as compared to the hardship imposed upon the individual property owner (applicant) by maintaining the existing zoning;

(5) The suitability of the subject property for the purposes for which the applicant seeks to have it rezoned, including availability of existing infrastructure (when required infrastructure is not available, applicant should address the means by which it will be provided);

(6) The compatibility of the applicant's proposed use of the property, if rezoned, with surrounding properties and uses (the applicant should address measures to reduce the negative impacts of the proposed use, including applicant's position on any conditions attached to a recommendation for rezoning by the zoning administrator and/or planning and zoning board);

(7) Any environmental, historic, cultural or aesthetic concerns unique to the subject property or proposed use, and how applicant proposes to mitigate any negative impacts on surrounding properties and the community at large;

(8) Whether there has been a change in conditions of the subject property or properties in the vicinity of the subject which give supporting grounds for either approval or disapproval of the zoning proposal; and

(9) If applicable, the length of time the subject property has been vacant or substandard as zoned, when considered in the context of land development in the vicinity of the property.

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~~**405-A.**~~

~~Existing uses and zoning of adjacent property;~~

~~**405-B.**~~

~~Whether the property to be affected by the zoning proposal has a reasonable economic use as currently zoned, although such use may not be its highest and best potential use.~~

~~405 C.~~

~~Whether the zoning proposal will permit a use that is suitable in view of the use and development of adjacent and nearby property;~~

~~405 D.~~

~~The relative gain to the public as compared to the hardship imposed upon the individual property owner (applicant) by maintaining the existing zoning;~~

~~405 E.~~

~~The suitability of the subject property for the purposes for which the applicant seeks to have it rezoned, including availability of existing infrastructure (when required infrastructure is not available, applicant should address the means by which it will be provided);~~

~~405 F.~~

~~The compatibility of the applicant's proposed use of the property, if rezoned, with surrounding properties and uses (the applicant should address measures to reduce negative impacts of the proposed use, including applicant's position on any conditions attached to a recommendation for rezoning by the zoning administrator and/or planning and zoning board);~~

~~405 G.~~

~~Any environmental, historic, cultural or aesthetic concerns unique to the subject property or proposed use, and how applicant proposes to mitigate any negative impacts on surrounding properties and the community at large;~~

~~405 H.~~

~~Whether there has been a change in conditions of the subject property or properties in the vicinity of the subject which give supporting grounds for either approval or disapproval of the zoning proposal; and~~

~~405 I.~~

~~If applicable, the length of time the subject property has been vacant or substandard as zoned, when considered in the context of land development in the vicinity of the property.~~

406. SPECIAL USES.

Special uses are compatible uses of~~r~~ land or the improvement of structures within a zoning district that reasonably require special consideration and therefore are not allowed of right. Applicant shall follow submittal requirements described in Section 404C, 404D, and 404E. Public hearings for applications of special use shall be noticed in accordance with Section 408C (1) and 408D (1) and shall be conducted pursuant to procedures set forth in Section 408E (1).~~All proposed special uses of property shall follow procedures for Sections 404 C., D., and E., and public hearing proceedings Section 408.~~

406 A.

All ~~S~~special use permit requests shall be evaluated according to the following criteria: ~~standards~~:

1. It must not be detrimental to the use or development of adjacent properties, or to the general neighborhood so as to adversely affect the health, safety or general welfare of citizens;
2. It must not adversely affect existing property and uses and it must be proposed to be placed on a lot of sufficient size to satisfy the space requirements for the use;
3. General compatibility of the proposed special use with adjacent properties and other land uses in the general area;
4. The proposed use will not constitute a nuisance or hazard or otherwise adversely affect the public interest because of the number of persons who may normally be expected to use such facility or type of physical activity;
5. After consideration of the application and the facts, and the standards for exercising zoning power contained in Section 405, the board of commissioners must determine that the standards are satisfied such that the benefits of and need for the proposed special use outweigh any possible harmful effects, negative impacts, or damages to the neighboring properties or the city in general. In making this determination, the board of commissioners may consider the effects of the proposed use on traffic flow, public infrastructure and services, availability of off-street parking, hours and manner of operation of proposed use, outdoor lighting, signage, ingress and egress of the property, the peaceful enjoyment of private property in the community, and other relevant factors.

~~5. Other items that may be considered include traffic flow, availability of off-street parking, protective screening, hours and manner of operation of the proposed use, outdoor lighting, signage and ingress and egress to the property;~~

6. The applicant must meet all specific requirements established in this ordinance for the particularized special use requested, including design treatments required by Articles 5 and 6.

406 B. Decisions.

The board of commissioners shall consider all evidence in the record in making their decision. This article is automatically a part of the record in each application for a special use permit, as is the entire application file, recommendations of city staff, and recommendations of the planning and zoning board. The board of commissioners shall have the power to grant, deny, or grant with further specific conditions imposed, provided the conditions ~~In granting a special use permit, the board of commissioners may impose~~ are reasonable and ~~conditions as are~~ deemed necessary in the particular case for the protection or benefit of existing properties in order to assimilate the proposed development or use into the neighborhood with minimal impact. The board's conclusion on the grant of a special use, or the reasons for denial, shall be afforded the applicant in writing, by certified U.S. Mail to the address shown in the application or, alternatively, by electronic mail to the email address on the application if the applicant consents to such service on the application. Appeals of any decision to deny or grant a special use permit shall be filed within thirty (30) days by filing a petition for review in the Superior Court of Spalding County in accordance with Section 414A and relevant state law. ~~Aggrieved applicants shall have 30 days from receipt of notice in which to petition the Superior Court of Spalding County for writ of mandamus.~~

407. ANNEXATION.

The zoning administrator and planning and zoning board shall make recommendations to the board of commissioners on the initial zoning of land proposed to be annexed in the City of Griffin, Georgia. Annexation

applications, meeting the requirements of O.C.G.A. Title 36, Chapter 36, shall be submitted to the zoning administrator and shall include the following information:

407 A.

A legal description of said property to be annexed;

407 B.

Title opinion of an attorney certifying to ownership of the property as of the date of filing this application;

407 C.

A complete survey showing the property in relation to the present city boundary;

407 D.

A copy of the pertinent Spalding County Tax Map or maps showing where the property to be annexed is located in reference to existing municipal boundaries;

407 E.

Applicant's proposed initial zoning classification for the property under this ordinance;

407 F.

Governmental services currently provided for the property to be annexed, either by Spalding County, other municipalities or authorities;

407 G.

County-owned public facilities of the area proposed to be annexed;

Applicant's evaluation of initial zoning requested shall be conducted in accordance the criteria of Section 405. A vote by the board of commissioners on zoning for an annexation proposal shall not constitute final action on a zoning decision until the annexation is finally approved and effective, including pre-clearance pursuant to section 5 of the Voting Rights Act of 1975, as amended. No land annexed into the City of Griffin, Georgia, shall be unzoned.

408. PUBLIC HEARINGS.

408 A.

Public hearings shall be held prior to zoning decisions or quasi-judicial decisions, ~~legislative and certain administrative action,~~ as specified within the Unified Development Code in section 408B, or when otherwise required by Title 36, Chapter 66 of the Official Code of Georgia Annotated (Zoning Procedures Law).

408 B.

~~P~~A public hearing~~s~~ shall be held by the board of commissioners prior to final ~~legislative~~ action which results in~~with~~:

1. The adoption or repeal of a zoning ordinance;
2. The adoption ~~consideration~~ of an amendment to this zoning ordinance that changes the text of the zoning ordinance;
3~~2~~. The adoption or denial~~consideration~~ of an~~y~~ amendment to this zoning ordinance that rezones property from one zoning classification to another;
4~~3~~. The adoption or denial ~~consideration~~ of an~~y~~ amendment to this ordinance which zones property to be annexed into the City of Griffin;
5~~4~~. The grant or denial ~~consideration~~ of a permit relating to the special use of property as provided in this ordinance;
6. The grant or denial of a variance or conditions concurrent and in conjunction with a decision pursuant to subparagraphs (3) or (5) of this Section;
7~~5~~. When a proposed zoning decision is sought to locate or relocate a half-way house, drug rehabilitation center or other facility for the treatment of drug dependency, an additional public hearing shall be conducted at least six months and not more than nine months before final action by the board; such hearing shall be supplemental to the public hearing required under subsection (A) above. For the supplemental hearing only, the published notice of the public hearing shall be at least six column inches in size and shall not be located in the classified advertising or legal advertising section of the newspaper and shall publish at least 15 and not more than 45 days prior to the hearing. In addition, a sign containing the information required by subsection (C) below shall be posted conspicuously on the property at least 15 days prior to the date of the hearing;~~.~~
8. The grant or denial of a variance as provided in this ordinance;
9. Appeals of administrative decisions by the planning and development services director appointed interpreting and applying standards within this ordinance, including but not limited to, the grant or denial of administrative variances and administrative special use.

408 C. Noticing public hearings.

(1) For public hearings by the Board of Commissioners related to actions specified in Section 408B (1) through (7): The zoning administrator shall cause notice of the public hearing before the board of commissioners to be published in the legal notice section of the Griffin Daily News at least 15, but not more than 45, days prior to the date of the hearing, stating the time, place and purpose of the hearing, the location of the property by street address and tax map reference, the present zoning classification and, as applicable:

   a. For zoning and special use public hearings, the publication shall state the proposed zoning classification or description of other zoning decision sought;
   b. For a zoning decision for initial zoning of property to be annexed into the city, in lieu of the present zoning classification, the publication shall state the present zoning or use of the property under the Spalding County Zoning Ordinance, and the city shall complete all other notice requirements set forth in O.C.G.A. § 36-66-4(d).

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~~1. For zoning and special use public hearings, the proposed zoning classification or description of other zoning decision sought.~~

~~2. For a zoning decision for initial zoning of property to be annexed into the city, in lieu of the present zoning classification, the publication shall state the present zoning or use of the property under the Spalding County Zoning Ordinance.~~

(2) For public hearings by the board of commissioners related to actions specified in Section 408B (8) through (9): The zoning administrator shall cause notice of the public hearing before the board of commissioners to be published in the legal notice section of the Griffin Daily News at least 30 days prior to the date of the hearing, stating the time, place and purpose of the hearing, the location of the property by street address and tax map reference, and the present zoning classification. Additional notice shall be delivered by Certified U.S. Mail to the owner of the property that is the subject of the proposed action. The publication shall also include, as applicable:

a. For a variance request, the publications shall state the section(s) of the code applicant requests permission to vary.

b. For administrative appeals, the publication shall state the section (s) of the code which is the subject of the applicant(s) contest/appeal or otherwise state a description of the decision sought.

~~3. For a variance request, the publications shall state the section(s) of the code applicant requests permission to vary.~~

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408 D. Notification signs.

(1) For public hearings related to actions specified in Section 408B (1) through (7), ~~If the action is for the rezoning of property shown on the official zoning map by a party other than the City of Griffin, initial zoning upon annexation of property or a special use permit,~~ a minimum of one sign stating the time, place and purpose of the hearing, the location of the property by street address and tax map reference, the present zoning classification and the proposed zoning classification or description of other zoning decision sought, and the telephone number of the zoning administrator's office, shall be placed by the zoning administrator in a conspicuous location on the property not less than 15 days prior to the date of hearing. The sign may contain both the planning and zoning board and board of commissioners ~~[commissioners]~~ hearing dates. When the zoning decision is for initial zoning of property to be annexed into the city, in lieu of the present zoning classification, the publication shall state the present zoning or use of the property under the Spalding County Zoning Ordinance. Where feasible, the sign shall be placed at or near the property boundary adjacent to the public right-of-way in a manner most readily seen by the public.

(2) For public hearings related to actions specified in Section 408B (8) through (9), a minimum of one sign stating the time, place and purpose of the hearing, the location of the property by street address and tax map reference, the telephone number of the zoning administrator's office, and a general description of the type of decision sought, such as variance or administrative appeal, shall be placed by the zoning administrator in a conspicuous location on the property not less than 30 days prior to the date of hearing. Where feasible, the sign shall be placed at or near the property boundary adjacent to the public right-of-way in a manner most readily seen by the public.

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408 E. Proceedings.

(1) At the official public hearing conducted by the board of commissioners related to actions specified in Section 408B (1) through (7):

a. *Sign up.* All persons who wish to address the board of commissioners at a hearing concerning a proposed zoning decision specified in Sections 408B (1) through (7) shall first sign up on a form to be provided by the city prior to the commencement of the hearing;

b. *Matter presented.* The Mayor will announce the proposed zoning action request in the order set forth on the agenda published in accordance with Open Meetings Law and shall state that printed copies of the adopted standards governing the exercise of the zoning power, factors for consideration, and procedures governing the hearing are available to the public ~~, the chairman will announce the proposed request under consideration and that printed copies of the adopted standards governing exercise of the zoning power and procedures governing the hearing are available to the public.~~ . The zoning administrator or their designee shall advise the commission of the nature of the decision sought and the recommendation of the planning and zoning board and city staff prior to receiving public input on the proposed zoning decision.

c. *Speakers.* Following presentation by the zoning administrator as provided in subsection (1)(b) of this Section, the Mayor shall call each person who has signed up to speak in favor of the proposed zoning decision, starting with the applicant or his representative and followed by the other proponents of the action, if any, until the maximum time for proponent presentation has been reached as provided in subsection (1)(d) of this Section. After all proponent speakers have addressed the board of commissioners, or after the maximum time for proponents has been reached, whichever comes first, the Mayor shall call each person who has signed up to speak in opposition to the proponed zoning decision in the order in which they signed up, subject to the time limitations set forth in subsection (1)(d) of this Section. Prior to speaking, the speaker will identify themselves and state their current address. Only those persons who signed up to speak prior to the commencement of the hearing shall be entitled to speak, unless the Mayor, in his discretion, allows the person to speak to the zoning decision, notwithstanding the failure of the person to sign up prior to the hearing.

d. *Time limits.* ~~, when applicable. The applicant or his attorney may then address the commission.~~ Proponents, including the applicant or his attorney/representative, shall have no less than ten (10) minutes for presentation of data, evidence and expert opinions, provided that the applicant is entitled to utilize the entirety of this minimum time and may reserve time for rebuttal; likewise, opponents of the proposed decision shall have no less than ten (10) minutes for presentation of data, evidence and expert opinion in support of their position. ~~have an equal minimum period of time.~~ The Mayor~~chairman~~ may grant additional time; provided, however, an equal period of time shall be granted to both sides. Unless the Mayor exercises his discretion to grant additional time, each application shall only be allotted a total of twenty (20) minutes for the hearing. The Mayor~~chairman~~ may limit repetitious comments in the interest of time and may call for a show of hands of those persons present in favor of or opposed to the proposed decision if time is not granted for all speakers to address the commission.

e. *Decorum and order.* It shall be the duty of the Mayor~~chairman~~ to maintain decorum, and nothing contained herein shall be construed as prohibiting the Mayor from assuring that the public hearing ~~to assure the Public Hearing~~ on a proposed decision is conducted in a fair and orderly manner. Each speaker shall refrain from personal attacks on any other speaker or the discussion of facts or opinions irrelevant to the proposed zoning decision under consideration. The Mayor may limit or refuse a speaker the right to continue if the speaker, after first being cautioned, continues to violate this subsection.

f. *Recording hearing, transcript.* Hearings before the board of commissioners shall be recorded by video or audio, and such recording shall be made part of the record for review. The applicant may also arrange for and provide a certified court reporter to transcribe the hearing before the board of commissioners, at the expense of the applicant. Upon appeal of the decision of the

board of commissioners, said transcript shall be made part of the record for review. ~~Zoning and variance request decisions shall be placed on the agenda in the order in which they are filed with the zoning administrator.~~

(2) At the official public hearing conducted by the board of commissioners related to actions specified in Section 408B (8) through (9):.

a. *Sign up.* Persons who wish to address the board of commissioners at a hearing concerning an application for variance under Section 408B (8) or an administrative appeal under Section 408B (9) shall first sign up on a form provided by the City prior to the commencement of the hearing.

b. *Matter presented*. The Mayor will announce the proposed variance or administrative appeal in the order set forth on the agenda published in accordance with Open Meetings Law and shall state that printed copies of the procedures governing the hearing and standards and factors applicable to the proposed application or appeal are available to the public. The Mayor shall advise that hearings for variances and administrative appeals differ from legislative hearings in which opinions and public sentiment may be considered, and expression of public opinion unsupported by objective facts will not be given consideration by the board of commissioners in acting upon a variance request or administrative appeal. It shall be the duty of the Mayor to place all witnesses under oath prior to allowing such witnesses to testify. The zoning administrator or their designee shall advise the commission of the basis of the variance or administrative appeal and the recommendations of city staff prior to receiving other evidence on the proposed variance or administrative appeal.

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c. *Speakers.* Following Presentation by the zoning administrator as provided in subsection (2)(b) of this Section, the Mayor shall call each person who has signed up to speak in favor of the application or the appellant, starting with the applicant or his representative and followed by the other proponents, if any, until the maximum time for proponent presentation has been reached as provided in subsection (2)(d) of this Section. After all proponent speakers have addressed the commission, or after the maximum time for proponents have been reached, whichever comes first, the Mayor shall call each person who has signed up to speak in opposition to the application or appeal in the order in which they signed up, subject to the time limitations set forth in subsection (2)(d) of this Section. Prior to speaking, each speaker will identify themselves and state their current address. Only those persons who signed up to speak prior to the commencement of the hearing shall be entitled to speak, unless the Mayor, in his discretion, allows the person to speak to the application or appeal, notwithstanding the failure of the person to sign up prior to the hearing.

~~a.~~ *Time limits.* ~~-~~Proponents, including the applicant/appellant or his representative, shall have no less than ten (10) minutes for presentation of data, evidence and expert opinions, provided that the applicant/appellant is entitled to utilize the entirety of this minimum time and may reserve time for rebuttal; likewise, opponents of the application or appeal shall have no less than ten (10) minutes for presentation of data, evidence and expert opinions in support of their position. The Mayor may grant additional time; provided, however, an equal period of time shall be granted to both sides. Unless the Mayor exercises his discretion to grant additional time, each application shall only be allotted a total of twenty (20) minutes for the hearing. The Mayor may limit repetitious comments in the interest of time.

d. *Evidence, cross examination.* Any relevant city ordinance, the application, and the staff report or decision being appealed, as applicable, are automatically made part of the record as evidence. Each side shall have the opportunity to present evidence and witnesses at the public hearing which shall be entered into the record. Cross examination of the opposing witnesses shall be allowed by the Mayor, but decorum shall be maintained. The board may require the applicant and opponents to designate one person to conduct any desired cross examination.

e. *Decorum and order.* It shall be the duty of the Mayor to maintain decorum and nothing contained herein shall be construed as prohibiting the Mayor from assuring that the Public Hearing on a variance or administrative appeal is conducted in a fair and orderly manner. Each speaker shall refrain from personal attacks on any other speaker or the discussion of facts or opinions irrelevant to the variance or administrative appeal under consideration. The Mayor may limit or refuse a speaker the right to continue if the speaker, after first being cautioned, continues to violate this subsection.

f. *Recording hearing, transcript.* All hearings before the board of commissioners shall also be recorded by video or audio, and such recordings shall be made part of the record for review. The applicant may arrange for and provide a certified court reporter to transcribe the hearing before the board of commissioners, at the expense of the applicant. Upon appeal of the decision of the board of commissioners, said transcript shall be made part of the record for review.

408 F.

Copies of applicable sections of this ordinance shall be available for distribution to the public at all public hearings, without charge. Copies of the entire ordinance may be purchased at the planning and development department at a reasonable charge, and available for viewing on the City's website.

409. MEETINGS.

409 A.

All meetings, both regular and called, at which an application filed pursuant to this ordinance is to be discussed, considered or acted upon by the board of commissioners, shall be open to the public. Notice of special meetings shall be given in accordance with the Georgia Open Meetings Law.

409 B.

Where notice is given in accordance with this ordinance, no further notice to the property owner or any interested party is required, except as otherwise required by Title 36, Chapter 66 of the Official Code of Georgia Annotated (Zoning Procedures Law). Failure to provide notice as required by this ordinance may constitute grounds for the final action of an application to be declared null and void. Appearance at the public hearing shall constitute a waiver of all claims based upon improper publication of notice or posting on the property.

410. VARIANCES.

Variances from the specific requirements of this ordinance are made by application ~~not zoning decisions and therefore application is made~~ directly to the board of commissioners. ~~To request a variance, the applicant must provide competent evidence that a literal enforcement of the provisions of this ordinance will, in an individual case, result in practical difficulty or unnecessary hardship and that the variance sought is the least departure from its terms, so that the spirit of this ordinance shall be observed, public safety and welfare secured and substantial justice done.~~

410 A. Limits to variance considerations.

The board of commissioners shall not grant variances for the following:

1. To increase the maximum density per acre above that established by the physical requirements for the zone in which the property is located;

2. To permit a use or expansion of a legal non-conforming use in a district in which the use is not permitted by right or special use under this ordinance; or

3. Due to the presence of non-conformities in other existing buildings or structures in the zoning district or adjoining zoning districts.

410 B. Application submittal.

Applicant shall follow submittal requirements described in Section 404 C. and D.

410 C. Public hearing required.

Prior to taking final action on any variance application, the board of commissioners shall conduct a~~n administrative~~ hearing, which shall follow public hearing notification as provided in Section 408C (2) and procedures as provided in Section 408E (2).~~404, with the following qualifications:~~

~~1. The burden of proof and persuasion shall be upon the applicant to demonstrate entitlement to the variance, under the standards set forth below, by clear and convincing evidence. After first hearing from the applicant or his attorney, the city staff and/or any interested parties desiring to participate in the hearing shall be entitled to present evidence. The applicant shall have the right of rebuttal.~~

~~2. Interested parties shall be advised that administrative hearings differ from legislative hearings at which public sentiments may be considered. Expression of public opinion unsupported by objective facts shall not be given consideration by the board of commissioners in acting upon the variance request. It shall be the duty of the chairman to place all witnesses under oath prior to allowing such witness to testify. All hearings shall be recorded and a transcript of the evidence and proceedings at the hearing shall be prepared by the city, upon request of any party, who shall be responsible for the cost of transcription.~~

410 D. Variance standards and ~~evaluation~~ criteria.

To be granted a variance, the applicant must provide competent evidence that a literal enforcement of the provisions of this ordinance will, in an individual case, result in practical difficulty or unnecessary hardship and that the variance sought is the least departure from its terms, so that the spirit of this ordinance shall be observed, public safety and welfare secured and substantial justice done. The burden of proof and persuasion shall be upon the applicant to demonstrate entitlement to the variance, by clear and convincing evidence, evaluated by the board of commissioners in light of the following five criteria upon conclusion of the public hearing:~~The board of commissioners, upon conclusion of the administrative hearing, shall deliberate upon the evidence, evaluated in light of the following five standards:~~

1. There are extraordinary and exceptional conditions pertaining to the particular piece of property in question because of its size, shape or topography;

2. The application of these regulations to this particular piece of property would create a practical difficulty or unnecessary hardship;

3. Such conditions are peculiar to the particular piece of property involved;

4. Relief, if granted, would not cause substantial detriment to the public good or impair the purposes and intent of these regulations, provided, however, that no variance may be granted for a use of land or building or structure that is prohibited by this ordinance; and

5. A literal interpretation of this ordinance would deprive the applicant of any rights that others in the same district are allowed.

410 E. Variance decisions and appeals.

1. *Approvals.* On all variance applications, after hearing, the board shall make findings of fact based on the evidence presented at the hearing and conclude the applicant's entitlement to a variance. In granting a variance, the board of commissioners may attach such conditions regarding the location, character and other features of the proposed building, structure or use as it may deem advisable so that the purpose of this ordinance will be served. The terms of the approved variance shall be fully set forth in a writing signed by the zoning administrator~~chairman~~ and made a part of the official record, with a copy mailed to the applicant and any interested party.
2. *Validity period.* A variance is valid for the period of one year from the date of approval. Prior to the end of the year, if work has not begun, the applicant may request one extension not to exceed one additional year. Once the improvement or structure for which the variance was granted has been constructed, the variance will remain effective as long as the use continues.
3. *Denials.* If the variance is denied, the written findings of the board upon which the denial is based shall be served upon the applicant, by certified U.S. Mail at the address shown in the application or, alternatively, by electronic mail to the email address on the application if the applicant consents to such service on the application.
4. *Appeals.* Appeals of any decision to deny or grant an application for variance shall be filed within thirty (30) days by filing a petition for review in the Superior Court of Spalding County in accordance with Section 414A and applicable state law.~~Aggrieved applicants shall have 30 days from receipt of a notice of denial in which to petition the Superior Court of Spalding County for writ of certiorari. Notice of the date, time and location of the administrative hearing shall be given the applicant and any interested party known to the zoning administrator, not less than 15 days prior thereto, by certified U.S. Mail to the address shown in the application or as furnished to the zoning administrator. In addition thereto, notice of the administrative hearing shall be published in the Griffin Daily News in the legal notice section not less than 15 days prior to the hearing, advising all interested parties of their opportunity to appear and participate. A telephone number for the zoning administrator shall also appear in the notice to allow interested parties to obtain more information.~~

411. REVOCATION OF APPROVAL.

In the case of any variance or special use permit granted in accordance with the provisions of this ordinance, if the board of commissioners learns that such variance or special use permit was granted based upon false or misleading representations made by the applicant or his agents to the commission, the board of commissioners may revoke such special use or variance after giving due notice to all parties concerned and granting full opportunity for hearing. Following revocation, an application for a variance or special use permit shall not be resubmitted for a period of six months.

412. RECORDS AND MINUTES OF PROCEEDINGS.

The secretary to the board of commissioners shall cause the proceedings of all ~~zoning~~ public hearings held pursuant to this Article to be recorded in the official minutes. A copy of the minutes of the public hearing and all evidence submitted at the public hearing shall also be made a part of the applicant's ~~particular zoning decision's~~ file in the office of the zoning administrator. Copies of applications, proposed ordinances, supporting documents and plats submitted prior to the public hearing, written evaluations and recommendations by the zoning administrator and the planning and zoning board and minutes of all related proceedings shall automatically be made part of the record, along with any evidence entered into the record during the public hearing. ~~be deemed as the official record.~~ If the applicant desires for a transcript of the public hearing on such action to be incorporated

into the record, they must arrange for the transcription of the hearing, at their own expense, and provide a copy of the transcript to the city by delivery to the City Manager's office located at One Griffin Center, 100 S. Hill Street, 3rd Floor, Griffin, Georgia during normal business hours. Such delivery must be prior to the record being sent up to the Superior Court on appeal.

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413. DEVELOPMENTS OF REGIONAL IMPACT.

Any development or proposed project which is a development of regional impact (DRI), as defined by regulations of the Georgia Department of Community Affairs, must first be submitted to the governing regional commission for review in accordance with the applicable state regulations and statutes before any zoning decision can be made by the city with respect to said project.

414. APPEAL OF DECISIONS.

414 A. Decisions by board of commissioners.

Any person aggrieved by a decision of the board of commissioners, made pursuant to this Article, ~~,~~ may file an action in the Superior Court of Spalding County, including a petition for review or a complaint for declaratory judgment, as appropriate in accordance with state law, ~~,~~ within thirty (30) days of such decision becoming final., ~~petition the Superior Court of Spalding County, Georgia, for appropriate relief~~. A decision in regard to a legislative or quasi-judicial exercise of zoning power ~~the denial of a rezoning, variance or special use~~ shall be deemed to have been rendered on the date of receipt of a letter or notice from the zoning administrator notifying the applicant of the board of commissioner's final decision.~~action.~~ Service of the petition and/or action may be perfected by service upon the City Manager at the City Manager's Office, located at One Griffin Center, 100 S. Hill Street, 3rd Floor, Griffin, Georgia, during normal business hours. Proper service of such notice shall trigger the City to prepare and send the record up to the Superior court. To ensure that citizens of this state are not unnecessarily burdened by the review process, the City Manager is hereby designated, without any additional authority or approval, to approve or issue any form or certificate necessary to perfect the appeal process provided by State law and procedure.

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414 B. Decisions by director; Administrative appeal to board of commissioners~~s~~.

A written decision of the planning and development services director~~, director of public works and utilities,~~ concerning interpretation or applicability of any provision of this zoning ordinance shall be subject to an administrative appeal to the board of commissioners, provided the appellant serves a written notice of appeal to the planning and development services director within thirty (30) days of the planning and development services director's written decision. The board of commissioners shall have a public hearing on the administrative appeal no later than sixty (60) days after the service of the notice of appeal. The public hearing on the administrative appeal shall be noticed according to the requirements set forth in Section 408C (2) and 408D (2). The public hearing on the administrative appeal shall be governed by the procedures set forth in Section 408E (2). At the hearing, the board of commissioners shall review the evidence presented, which shall automatically include any city ordinance relevant to the dispute and the city's file on the application, including any supporting documentation submitted by the applicant/appellant. The standards of the exercise of the administrative appeal decision shall be the same standards by which the planning and development services director made his decision, namely the standards, criteria, or requirements set forth in the relevant city ordinance. ~~final. If any of the aforementioned directors disapproves any plan submitted pursuant to all processing requirements identified in this ordinance, and the applicant of such plan contends that such disapproval was not properly based on applicable state and/or local ordinances and policies, he may petition the Superior Court of Spalding County for a review on writ of certiorari. Such action must be filed with the superior court within 30 days of the written decision of the director.~~

AGENDA ITEM SUMMARY

ITEM SUMMARY:

Receive comments regarding the proposed budget for fiscal year beginning July 1, 2023 and ending June 30, 2024.
City Manager Jessica O'Connor will address.

FY24 Budget Document

SPECIAL CONSIDERATIONS OR CONCERNS:

Public notices have been displayed and published as required. The proposed budget has been available for public review and consideration since Friday, June 2, 2023 at 8 a.m.

STAFF RECOMMENDATION:

N/A

FINANCIAL IMPACT:

N/A

Submitted By:
Susan Bartholomew

Meeting Date:
13/06/2023

Reviewed By:
Jessica O'Connor

AGENDA ITEM SUMMARY

ITEM SUMMARY:

Consider a blanket PO in the amount of $51,000.00 to Gresco Utility Inc. for the purchase of electric materials. *Electric Director, Jennifer Freeman will address.*

SPECIAL CONSIDERATIONS OR CONCERNS:

An original blanket PO was issued at the beginning of the FY23 budget in the amount of $15,000 to Gresco. We have exceeded that amount, so this request is to increase the PO amount to get thru the remainder of the FY23 budget. The Blanket PO is for the purchase of rainsuits, tool repair, safety equipment, hand tools, misc. line hardware, etc.

STAFF RECOMMENDATION:

Staff recommends approval.

FINANCIAL IMPACT:

Blanket PO-Gresco Utility Inc. in the amount of $51,000 budgeted in FY23.

Submitted By:
Jennifer Freeman

Meeting Date:
13/06/2023

Reviewed By:
Jessica O'Connor

ATTACHMENTS:
Gresco Utility Supply - Blanket.pdf

Form: CF408 revised 5/22/192

BLANKET PO -BASIC

Griffin
Growing, TOGETHER

City of Griffin, Georgia SH 6/1/23
100 S Hill Street
P O Box T
Griffin, Georgia 30224
(770) 229-6400

DATE: 6/1/2023

FY 23 Purchase Order

BLANKET

Bid/Quote No.

Vendor No.

Vendor Name & Address

Gresco Utility Supply, Inc
address on file

Ph: Fax:

Per Georgia State Code 48.8, the City of Griffin is tax exempt from sales and use tax.

Deliver to:

City of Griffin
Dept: Electric
100 South Hill Street
Griffin, GA 30223

ATTN: Toni Simmons

Phone: Fax:

Freight is FOB Destination
Deliveries are accepted between the hours of 8:00 a.m. and 4 p.m.

Invoices are to be sent to requesting dept. for approval. Payment inquiries should be directed to Accounts Payable (accounting.vital@cityofgriffin.com)

*Terms: Net 30 unless otherwise specified on PO

- - ANY CHANGE ORDERS TO ANY PO OR WORK ORDERS MUST BE AUTHORIZED IN WRITING AND APPROVED. ALL INVOICES SUBMITTED FOR PAYMENT MUST REFERENCE A VALID PURCHASE ORDER NUMBER. - -

- VENDORS MUST HAVE A CURRENT REGISTRATION ON FILE PRIOR TO PO PROCESSING - **On File? Y/N**

Description	Account Number	Quantity	UOM	Unit Price	Extended Totals
	- - - -				
rainsuits, tool repair, safety equipment, ✓	510 - 4620 - 53 - 1120 - 0000	1	EA	1,000.000	1,000.00
hand tools, misc line hardware, etc. ✓	510 - 4620 - 53 - 1600 0000	1	EA	10,000.000	10,000.00
✓	510 - 4630 - 53 - 1120 - 0000	1	EA	10,000.000	10,000.00
✓	510 - 4630 - 53 - 1600 - 0000	1	EA	30,000.000	30,000.00
	- - - -				
	- - - -				
	- - - -				
	- - - -				
BLANKET PO FOR FY 23	- - - -				

BLANKET PO

COMMENTS:

Totals: $ **51,000.00**

COG USE ONLY

Pricing method:
- Verbal / Phone
- Email/Mail/Fax
- Bid / RFP #
- E-Verify Affidavit

Vendor emailed copy?
- Vendor Notified

Invoice apprvd/attchd?
- PMT Approval
- Inv Attached

COG USE ONLY
✓AS 6/5/23

Dept / Requestor / Date

Purchasing / Date
Deborah M Gaddist 6.5.2023

Department Mgr / Date

Finance Director / Date

City Manager / Date

BOARD / Date

AGENDA ITEM SUMMARY

ITEM SUMMARY:

Consider the purchase of thirty 25KV pole mount transformers in the amount of $32,520 and fifteen 15KV pole mount transformers in the amount of $13,770 for a total of $46,290 thru ECG's Joint Purchasing Contract, declaring Stuart C. Irby Co. low bidder. *Electric Director, Jennifer Freeman, will address.*

SPECIAL CONSIDERATIONS OR CONCERNS:

The purchase of the transformers is to replenish electric inventory.

STAFF RECOMMENDATION:

Staff recommends approval.

FINANCIAL IMPACT:

30- 25KV pole mount transformers- $32,520
15-15KV pole mount transformers- $13,770
Total $ 46,290 budgeted in FY23 budget

Submitted By:
Jennifer Freeman

Meeting Date:
13/06/2023

Reviewed By:
Jessica O'Connor

ATTACHMENTS:
PO-Stuart C. Irby Co.-Transformer Purchase-BOC 6-13-23.pdf
Quote- Stuart C. Irby- Transfomer Purchase- 6-13-23.pdf
Joint_Purchasing_ECG.pdf

Griffin
TOGETHER

City of Griffin, Georgia
100 S Hill Street
P O Box T
Griffin, Georgia 30224
(770) 229-6401

SH 6/5/23

DATE: 6/2/23

FY23 Purchase Order _____

Bid/Quote No. SO13388979

Vendor No. # 3390

Vendor Name & Address

Stuart C. Irby Co.
1060-D Triad Ct.
Marietta, GA 30062
thorton@irby.com
Ph: 770-422-1005 Fax: 770-427-8455

Per Georgia State Code 48.8, the City of Griffin is tax exempt from sales and use tax.

Freight is FOB Destination
Deliveries are accepted between the hours of 8:00 a.m. and 4 p.m.

Submit APPROVED packing slips to Accounts Payable. Highlight PO# & account distribution. Note any changes or additional accounts.

*Terms: Net 30 unless otherwise specified on PO

Deliver to:

City of Griffin
Electric Line Construction
1010 N. Hill St.
Griffin, GA 30223

ATTN: Rusty Spear
Phone: 770-229-6406 Fax: 678-692-0401

- - ANY CHANGE ORDERS TO ANY PO OR WORK ORDERS MUST BE AUTHORIZED IN WRITING AND APPROVED. ALL INVOICES SUBMITTED FOR PAYMENT MUST REFERENCE A VALID PURCHASE ORDER NUMBER. - -

- VENDORS MUST HAVE A CURRENT REGISTRATION ON FILE PRIOR TO PO PROCESSING - On File? Y/N Y

Description	Account Number	Quantity	UOM	Unit Price	Extended Totals
25KV Pole Mt Transformer 120/240-7200V Our P/N 22-004	510 - 0000 - 11 - 3603 - 0000	30	EA	1,084.000	32,520.00
15KV Pole Mt Transformer 120/240 7200V Our P/N 22-003	510 - 0000 - 11 - 3603 - 0000	15	EA	918.000	13,770.00
CAPITAL PROJECT #:		*enter debit/credit amounts in*			
(DISTRIBUTION & $$)		*the extended totals column*			

COMMENTS: ECG Joint Purchasing

Totals: $ 46,290.00

FY23 Purchase Order

COG USE ONLY

COG USE ONLY

VAS 6/6/23

PRICING METHOD:

Verbal / Phone
Email/Mail/Fax
Bid / RFP #

Dept / Requestor / Date

Department Mgr / Date

6/2/23

Purchasing / Date

Deborah M Gilbert 6.6.2023

Finance Director / Date

Copy emailed to Supplier
Supplier Notified

City Manager / Date

BOARD / Date

Quotation

irby
A Sonepar Company

STUART C IRBY BR743 KENNESAW
1025-A COBB INTERNATIONAL PLACE
SUITE A
KENNESAW GA 30152
770-422-1005 Fax 770-427-8455

QUOTE DATE	ORDER NUMBER
06/01/23	S013388979

REMIT TO:	PAGE NO.
STUART C IRBY CO POST OFFICE BOX 741001 ATLANTA GA 30384	1

SOLD TO:
CITY OF GRIFFIN
PO BOX T
GRIFFIN, GA 30223

SHIP TO:
CITY OF GRIFFIN
1010 NORTH HILL ST
GRIFFIN, GA 30223-1930
770-229-6406

ORDERED BY: JOHN PIERCE

CUSTOMER NUMBER	CUSTOMER ORDER NUMBER	JOB/RELEASE NUMBER	OUTSIDE SALESPERSON
129347			Jordan D Fernie

INSIDE SALESPERSON	REQD DATE	FRGHT ALLWD	SHIP VIA
Todd E Horto	01/31/23	Yes	

ORDER QTY	SHIP QTY	LINE	DESCRIPTION	Prc/UOM	Ext Amt
30EA		1	*GE QAOP104 (5501AB0025) 25KVA XFM 1PH CONV POLE-MT HV: 7200/12470Y LV: 120/240 2-BUSH --- 14 IN 1-2 WEEKS 16 IN 4-6 WEEKS ---	1084.000EA	32520.00
15EA		2	*GE QAOP103 (5501AB0015) 15KVA XFM 1PH CONV POLE-MT HV: 7200/12470Y LV: 120/240 2-BUSH --- ALL IN 1-2 WEEKS ---	918.000EA	13770.00

*** This is a quotation ***

Subtotal	46290.00
S&H CHGS	0.00
Sales Tax	0.00
TOTAL	46290.00

Prices firm for acceptance within 30 days with the exception of commodity prices which are subject to change daily. Quotation is void if changed. Complete quote must be used unless authorized in writing.

OUR PRODUCT AND SERVICES ARE SUBJECT TO, AND GOVERNED EXCLUSIVELY BY, OUR TERMS AND CONDITIONS OF SALE, WHICH ARE INCORPORATED HEREIN AND AVAILABLE AT www.irby.com/terms. ADDITIONAL OR CONFLICTING TERMS ARE REJECTED, VOID AND OF NO FORCE OR EFFECT.

** Reprint ** Reprint ** Reprint **

IPC Amendment #3

Exhibit A-7

Joint Purchasing (JP)

The Joint Purchasing ("JP") Service includes, among other things:

- Aggregating annual purchase needs across members for common utility inventory items,
- Aggregating purchase needs across members for larger, product-specific buys on a quarterly or as-needed basis (such as 3-phase transformers, large switchgear, etc.),
- Developing common standards and specifications for utility inventory items, and
- Developing the mechanism to buy/sell excess inventory.

ECG may add additional inventory and products from time to time. Purchase contracts for inventory and products are between a Participant and a contractor. ECG's JP Service includes bidding and other procurement and sales assistance only.

The Annual Costs of the JP Service shall be allocated to each Participant confirming its agreement to receive the JP Service for a Fiscal Year (together, the "JP Participants") based upon allocating Fiscal Year Costs to all JP Participants equally. Over and under recoveries related to such Service shall be allocated on the same basis.

AGENDA ITEM SUMMARY

ITEM SUMMARY:

Consider a vendor agreement with Nixon Staffing and Recruiting Agency, LLC to provide the services of its employees as requested by the City. *Human Resources Director, Stephanie Woods, will address.*

SPECIAL CONSIDERATIONS OR CONCERNS:

When staffing levels are not sufficient for a specific City Department, the Department's Director may request an employee of the staffing firm to work as a temp in a specific role. The staffing firm provides a qualified temp and subsequently charges the City for providing the services.

STAFF RECOMMENDATION:

Staff recommends approval.

FINANCIAL IMPACT:

The bill rate for a General Laborer (i.e., equipment operator, commercial driver) is 40% in addition to the approved pay rate for the position in the City's pay plan (to cover the company's benefits costs provided to the temp). The bill rate for a Clerical position is 35% in addition to the approved pay rate for the position in the City's pay plan. There is no charge unless services are provided.

Submitted By:
Stephanie Woods

Meeting Date:
13/06/2023

Reviewed By:
Jessica O'Connor

ATTACHMENTS:
Nixon Staffing Vendor Agreement Final[90].pdf

NIXON STAFFING AND RECRUITING AGENCY, LLC VENDOR AGREEMENT

IT IS HEREBY AGREED by and between Nixon Staffing and Recruiting Agency (hereinafter, "STAFFING FIRM") and City of Griffin (hereinafter, "CLIENT"),

WHEREAS, STAFFING FIRM is engaged in the business of assigning its employees to perform services for clients, and providing related management and human resource services; and

WHEREAS, CLIENT desires to engage STAFFING FIRM to provide such services to meet CLIENT's staffing needs;

NOW, THEREFORE, in consideration of the promises, and of the mutual covenants hereinafter set forth, and intending to be legally bound hereby, the parties hereto agree as follows:

DEFINITIONS

1. For purposes of this Agreement, "CLIENT" refers to and includes the entity named above and its parents, subsidiaries, affiliates, and successors. This includes CLIENT's facilities located in Griffin, GA.

2. For purposes of this Agreement, "STAFFING FIRM" refers to and means Nixon Staffing and Recruiting Agency, LLC and its parents, subsidiaries, affiliates, and successors.

DUTIES OF STAFFING FIRM

3. STAFFING FIRM shall provide to CLIENT the services of its employees as requested by CLIENT. CLIENT shall use the services of STAFFING FIRM as a provider of Assigned Employees for the job titles set forth on Exhibit A for CLIENT. STAFFING FIRM shall manage the provision of services to CLIENT by STAFFING FIRM in accordance with the provisions of this Agreement.

4. Responsibilities of STAFFING FIRM: STAFFING FIRM agrees to assume full responsibility for paying, withholding, and transmitting payroll taxes; making unemployment contributions; and handling unemployment and workers' compensation claims involving Assigned Employees with respect to compensation that STAFFING FIRM has agreed to pay Assigned Employees. Assigned Employees shall not be entitled to holidays, vacations, disability, insurance, pensions or retirement plans, or any other benefits offered or provided by CLIENT to its direct employees. STAFFING FIRM provides its employees with their own benefits. All Assigned Employees shall sign an agreement, attached hereto as Exhibit B, confirming the provisions contained in this paragraph 4.

5. Client Service Manager: STAFFING FIRM shall designate to CLIENT a STAFFING FIRM official to serve as liaison with CLIENT in overseeing the implementation of this Agreement.

6. Selection and Background Checks: STAFFING FIRM shall recruit, interview, test, screen, and ensure compliance with a non-criminal conviction record, non-sex offender record, education requirements, required license/permit verifications, and a negative drug screen for its Assigned Employees prior to their assignment at CLIENT.

7. Billing: STAFFING FIRM shall bill CLIENT one invoice for each period in which services are provided.

8. STAFFING FIRM agrees to maintain the following Insurance at all times for its Assigned Employees to be assigned to CLIENT's facilities:

Workers' Compensation and Employer's Liability	Statutory Amount $1,000,000.00
Professional Liability	$1,000,000.00 each occurrence $2,000,000.00 aggregate
General Liability	$1,000,000.00 each occurrence $2,000,000.00 aggregate
Umbrella Liability	$3,000,000.00
Automobile Liability	$1,000,000.00

DUTIES OF CLIENT

9. Payment for Services:

a. STAFFING FIRM will invoice CLIENT for services provided in accordance with this Agreement on a weekly basis. Payment shall be due within 30 days of the date of the invoice. Invoices shall be accompanied by the pertinent time records. CLIENT's signature or electronic verification (fax or e-mail) on either CLIENT provided time records or STAFFING FIRM's time records certifies that the hours shown are correct and that the work was performed to CLIENT's satisfaction and authorizes STAFFING FIRM to bill CLIENT for the hours worked by the named Assigned Employee.

b. STAFFING FIRM's bill rates by job categories are attached hereto as Exhibit A, which is incorporated by reference herein. CLIENT acknowledges and agrees that in the event an Assigned Employee works more than forty (40) hours in any work week for CLIENT, that Assigned Employee is entitled to overtime compensation as provided by law, and CLIENT agrees to an increase in the bill rate to reflect such additional compensation plus applicable markup.

c. CLIENT agrees to pay Net Upon Receipt of invoice, and to pay late charges on any unpaid balances after 30 days from the date of receipt at the rate of 1.5 % per month

10. Conversion Fees:

STAFFING FIRM shall waive its right or claim to any placement fee, conversion fee, or liquidated damages in the event CLIENT hires directly on to its own payroll or engages as an independent contractor any Assigned Employee at any time after such Assigned Employee has worked at CLIENT's facility for at least 90 days in any one calendar year, with no break in service of more than 5 business days, provided that CLIENT has paid to STAFFING FIRM all invoiced amounts for such Assigned Employee. In the

event that CLIENT hires or engages as an independent contractor any Assigned Employee prior to such 90 day period, CLIENT shall pay to STAFFING FIRM an amount equal to what CLIENT would have paid STAFFING FIRM had such Assigned Employee worked at CLIENT through STAFFING FIRM for 90 business days at STAFFING FIRM's then current rates.

11. Limitations: CLIENT agrees that it will not entrust Assigned Employees with unattended premises, cash, checks, keys, credit cards, merchandise, confidential or trade secret information, negotiable instruments, or other valuables without the express prior written permission of STAFFING FIRM and then only under STAFFING FIRM's direct supervision and control.

GUARANTEE OF RATES

12. STAFFING FIRM guarantees the bill rates as set forth in Exhibit A through the term of this Agreement.

13. The services which STAFFING FIRM shall render under this Agreement shall be as an independent contractor with respect to each other and to CLIENT. Nothing contained in this Agreement shall be construed to create the relationship of principal and agent, or employer and employee, between STAFFING FIRM and CLIENT.

14. STAFFING FIRM shall provide workers' compensation insurance coverage for Assigned Employees (except that STAFFING FIRM's workers' compensation liability may be limited in certain cases as provided in paragraphs 8. and 34.g.). The parties agree to immediately notify each other of any injury or accidents or any claim for workers' compensation benefits involving Assigned Employees assigned to CLIENT's facility.

OSHA COMPLIANCE

15. Because CLIENT controls the facilities in which Assigned Employees work, it is agreed that CLIENT is primarily responsible for compliance with the Occupational Safety and Health Act and comparable state laws and regulations thereunder, to the extent those laws apply to Assigned Employees assigned to CLIENT's facility, except as may be otherwise agreed in writing signed by the parties hereto. Any such agreement shall be included as an addendum to this Agreement.

EEO COMPLIANCE

16. CLIENT and STAFFING FIRM affirm and agree that they are equal employment opportunity employers and are in full compliance with any and all applicable anti-discrimination laws, rules, and regulations. CLIENT and STAFFING FIRM agree not to harass, discriminate against, or retaliate against any employee of the other because of his or her race, national origin, age, sex, religion, disability, marital status, or other category protected by law; nor shall either party cause or request the other party to engage in such discrimination, harassment, or retaliation. In the event of any complaint of unlawful discrimination, harassment, or retaliation by any Assigned Employee, CLIENT and STAFFING FIRM agree to cooperate in the prompt investigation and resolution of such complaint.

FMLA COMPLIANCE

17. STAFFING FIRM agrees that for purposes of all statutory and regulatory requirements for employee leaves of absence, including the Family and Medical Leave Act, and any similar state or local law to comply.

RIGHT TO AUDIT AND CONFIRM COMPLIANCE

18. Upon a one-week written notice to STAFFING FIRM, CLIENT may inspect STAFFING FIRM's records to verify STAFFING FIRM's compliance with this Agreement.

CONFIDENTIALITY

19. CLIENT's Confidential Information: STAFFING FIRM acknowledges that it or its Assigned Employees may be given access to or acquire information which is proprietary to or confidential to CLIENT or its affiliated companies and their clients and customers. Any and all such information obtained by STAFFING FIRM shall be deemed to be confidential and proprietary information. STAFFING FIRM agrees to hold such information in strict confidence and not to disclose such information to third parties or to use such information for any purposes whatsoever other than the providing of services to CLIENT. STAFFING FIRM agrees to direct Assigned Employees to keep such information confidential, and to require Assigned Employees to enter into Confidentiality Agreements in the form annexed hereto as Exhibit C before being assigned to CLIENT.

20. STAFFING FIRM's Confidential Information: CLIENT agrees to keep all information confidential which is not required or permitted to be disclosed pursuant to an Open Record Request as required by Georgia law.

ASSIGNMENT OF COPYRIGHTS AND PATENTS TO CLIENT

21. Any and all discoveries and/or inventions (which shall include improvements and modifications) relating to work performed by Assigned Employees, or relating to matters disclosed to Assigned Employees in connection with work to be performed, or suggested by such matters, whether or not patentable, which discoveries and/or inventions are made or conceived by Assigned Employees, solely or jointly with others, during the term of any assignment (regardless of whether conceived or developed during working hours) or during a period of one (1) year thereafter, shall be the property of CLIENT as "work made for hire" to the extent provided by sections 101 and 201(b) of the Copyright Act, 17 U.S.C. 101 *et seq.*, and such discoveries and/or inventions shall be promptly disclosed to CLIENT. CLIENT shall have the right to file and prosecute, at its own expense, all patent applications, whether U.S. or foreign, on said discoveries and/or inventions. Assigned Employees shall, during any assignment with CLIENT or any time thereafter, provide to CLIENT all documents, information, and assistance requested for the filing or prosecution of any such patent application, for the preparation, prosecution, or defense of any legal action or application pertaining to such discoveries and/or inventions and for the assignment or conveyance to CLIENT of all right, title, and interest in and to such discoveries and/or inventions, patent applications, and letters patent issuing thereon. All Assigned Employees shall sign an agreement, attached hereto as Exhibit D, confirming the provisions contained in this paragraph 21.

COOPERATION

22. The parties agree to cooperate fully and to provide assistance to the other party in the investigation and resolution of any complaints, claims, actions, or proceedings which may be brought by or involve any of the Assigned Employees.

TERM AND TERMINATION

23. a. This Agreement shall be for an initial term of 12 months from the effective date of this Agreement, determined by the later date of signature of the parties. This Agreement shall be automatically renewed for four (4) successive one-year terms unless modified or terminated in accordance with the provisions of this Agreement. The parties agree to waive any notice prior to automatic renewal of this Agreement that may be required by state law.

b. This Agreement may be terminated at-will by either party upon 30 days' written notice to the other party. Such notice shall be personally delivered or sent by recognized overnight courier or by certified mail, return receipt requested, and shall be effective when received as follows:

As to STAFFING FIRM:	As to CLIENT:
Name: Natalie Gilbert	Name: Jessica W. O'Connor
Title: President	Title: City Manager
Company: Nixon Staffing and Recruiting Agency, LLC	Company: City of Griffin
Address: 802 N. Hill St. Griffin GA 30224	Address: 100 S. Hill St., P.O. Box T Griffin, GA 30224
With a copy to: Michelle Hemphill	With a copy to: Human Resources Director

c. Either party may designate a different person to whom notices should be sent at any time by notifying the other party in writing in accordance with this Agreement.

d. Notwithstanding any other provision of this Agreement, in the event the other party declares or becomes bankrupt or insolvent, dissolves or discontinues operations, or fails to make any payments within the time periods specified in this Agreement, either party may terminate this agreement upon 24 hours written notice.

MISCELLANEOUS

24. Survival of Certain Provisions: Those provisions of this Agreement which by their terms extend beyond the termination or non-renewal of this Agreement shall remain in full force and effect and survive such termination or non-renewal.

25. Amendments: No provision of this Agreement may be amended or waived unless such amendment or waiver is agreed to in writing signed by the parties.

26. Severability: Each provision of this Agreement shall be considered severable such that if any one provision or clause conflicts with existing or future applicable law, or may not be given full effect

because of such law, this shall not affect any other provision which can be given effect without the conflicting provision or clause.

27. Complete Agreement: This Agreement, the exhibits attached hereto, and the provisions on the STAFFING FIRM Timesheet Agreement, contain the entire understanding between the parties hereto, and supersede all prior agreements and understandings relating to the subject matter hereof.

28. Successors and Assigns: The provisions of this Agreement shall inure to the benefit of and be binding upon the parties and their respective representatives, successors, and assigns.

29. Headings: The headings of the paragraphs of this Agreement are inserted solely for the convenience of reference. They shall in no way define, limit, extend, or aid in the construction of the scope, extent, or intent of this Agreement.

30. Waiver: The failure of a party to enforce the provisions of this Agreement shall not be construed as a waiver of any provision or the right of such party thereafter to enforce each and every provision of this Agreement.

31. Transferability: CLIENT shall not transfer or assign this Agreement without the written consent of STAFFING FIRM. STAFFING FIRM shall not transfer or assign this Agreement without the written consent of CLIENT.

32. Ambiguities: The rule of construction that ambiguities in an agreement are to be construed against the drafter shall not be invoked or applied in any dispute regarding the meaning or interpretation of any provision of this Agreement.

33. Indemnifications:

a. To the extent permitted by law, and except for claims, losses, and liabilities expressly disclaimed by STAFFING FIRM in paragraph 34 below, STAFFING FIRM agrees to defend, indemnify, and hold CLIENT harmless of and from any and all claims or losses that CLIENT actually incurs (including reasonable attorneys' fees) proximately caused by the fault, negligence, gross negligence, or recklessness of STAFFING FIRM, or STAFFING FIRM's officers, employees or authorized agents, or which arise from STAFFING FIRM's breach of this Agreement.

b. To the extent permitted by law, CLIENT agrees to defend, indemnify, and hold STAFFING FIRM harmless against any and all claims, losses, and liabilities that STAFFING FIRM incurs (including reasonable attorney's fees agreed upon by CLIENT) that are proximately caused by the fault, negligence, gross negligence, or recklessness of CLIENT, or CLIENT's officers, employees, or authorized agents, that arise from CLIENT's breach of this Agreement, that arise from risks inherent in CLIENT's business, or that are expressly disclaimed by STAFFING FIRM in paragraph 34.

c. The parties agree that this paragraph 33 is the complete agreement between them with respect to any possible indemnification claim, and waive their right to assert any common-law indemnification or contribution claim against the other. In the event that CLIENT and STAFFING FIRM are adjudged to be both partially at fault in any proceeding giving rise to an award of actual damages by a

third party against both of them, CLIENT and STAFFING FIRM agree to bear responsibility for the resulting damages equal to their respective proportionate share of fault.

d. As a condition precedent to indemnification hereunder, the parties each agree to inform the other within 7 business days of its receipt of any claim, demand, or notice for which indemnification hereunder may be sought, and to cooperate in the investigation and defense of any such claim, demand, or notice.

34. Disclaimer of STAFFING FIRM Liability: STAFFING FIRM expressly disclaims liability for any claim, loss, or liability of any kind whatsoever resulting from:

a. CLIENT's failure to supervise, control, or safeguard premises, processes, or systems; or, without STAFFING FIRM's express prior written approval, entrusting Assigned Employees with unattended premises, cash, checks, keys, credit cards, merchandise, confidential or trade secret information, negotiable instruments, or other valuables.

b. Promises of increased compensation made by CLIENT to Assigned Employees.

c. Claims by any person relating to any CLIENT product or service.

d CLIENT's making substantial changes in the Assigned Employee's job duties or risks without STAFFING FIRM's prior written approval.

e. Claims by any person based on allegations that CLIENT's business activities damaged the environment.

f. The conduct of CLIENT's officers, employees, and agents.

g. Failure by CLIENT to provide Assigned Employees with a safe worksite or to provide information, training, and safety equipment with respect to any hazardous substances or conditions to which they may be exposed at the worksite, whether or not required by law.

h. Acts or omissions of any Assigned Employee in the furtherance of CLIENT's particular business.

35. Choice of Law: This agreement shall be governed by and construed in accordance with the laws of the State of Georgia, without reference to any conflicts of law principles thereof.

IN WITNESS WHEREOF, this Agreement has been duly executed by STAFFING FIRM and CLIENT on the dates set forth below.

CLIENT:
CITY OF GRIFFIN

_____
Signature

Douglas S. Hollberg
Printed Name

Mayor
Title

_____
Date

STAFFING FIRM:
NIXON STAFFING AND RECRUITING AGENCY, LLC

Natalie Gilbert
Signature

Natalie Gilbert
Printed Name

Owner
Title

5-15-23
Date

Attest: _____
Jessica W. O'Connor, Secretary

Approved as to Form:

Andrew J. Whalen, III
Andrew J. Whalen, III, City Attorney

EXHIBIT “A”
STAFFING FIRM’S RATE SCHEDULE FOR CLIENT

JOB TITLE	SHIFT	BILL RATE
General Laborer	Any	40%
Clerical	Any	35%

EXHIBIT B

AGREEMENT AND WAIVER

In consideration of my assignment to CLIENT by STAFFING FIRM, I agree that I am solely an employee of STAFFING FIRM for benefits plan purposes and that I am eligible only for such benefits as STAFFING FIRM may offer to its employees. I further understand and agree that I am not eligible for or entitled to participate in any benefit plan offered by CLIENT, its parents, affiliates, subsidiaries, or successors to any of its direct employees, regardless of the length of my assignment to CLIENT by STAFFING FIRM and regardless of whether I am held to be a common-law employee of CLIENT for any purpose, and therefore, with full knowledge and understanding, I hereby expressly waive any claim or right that I may have, now or in the future, to such benefits and agree not to make any claim for such benefits.

ASSIGNED EMPLOYEE	**STAFFING FIRM**
_____	_____
Signature	Signature
_____	_____
Printed Name	Printed Name
_____	_____
Date	Title
	_____
	Date

EXHIBIT C

ASSIGNED EMPLOYEE CONFIDENTIALITY AGREEMENT

Date: _____

As a condition of my assignment by STAFFING FIRM to CLIENT, I hereby acknowledge and agree as follows:

I will not use, disclose, or in any way reveal or disseminate to unauthorized parties any information I gain through contact with materials or documents that are made available through my assignment at CLIENT or that I learn about during such assignment.

I will not disclose or in any way reveal or disseminate any information pertaining to CLIENT or its operating methods and procedures that come to my attention as a result of this assignment.

Under no circumstances shall I remove copies or documents from the premises of CLIENT.

I understand that I shall be responsible for any direct or consequential damages resulting from any violation of this agreement.

The obligations of this Agreement shall survive my employment by STAFFING

Assigned Employee	**Witness**
_____	_____
Signature	Signature
_____	_____
Printed Name	Printed Name
_____	_____
Date	Date

EXHIBIT D

ASSIGNMENT OF COPYRIGHT AND PATENTS

In connection with my assignment to provide services to CLIENT, I agree that any and all discoveries and/or inventions (which shall include improvements and modifications) relating to work I perform while providing services to CLIENT, or relating to matters disclosed to me by CLIENT in connection with work to be performed, or suggested by such matters, whether or not patentable, which discoveries and/or inventions are made or conceived by me, solely or jointly with others, during the term of my assignment (regardless of whether conceived or developed during work hours) or during a period of one (1) year thereafter, shall be the property of CLIENT as "work made for hire" to the extent provided by sections 101 and 201(b) of the Copyright Act, 17 U.S.C. 101 *et seq.*, and such discoveries and/or inventions shall be promptly disclosed to CLIENT. CLIENT shall have the right to file and prosecute, at its own expense, all patent applications, whether U.S. or foreign on said discoveries and/or inventions. I shall, during any assignment to CLIENT or at any time thereafter, provide to CLIENT all documents, information, and assistance requested for the filing or prosecution of any such patent application, for the preparation, prosecution, or defense of any legal action or application pertaining to such discoveries and/or inventions and for the assignment or conveyance to CLIENT of all right, title, and interest in and to such discoveries and/or inventions, patent applications, and letters patent issuing thereon.

Assigned Employee	**Witness**
_____	_____
Signature	Signature
_____	_____
Printed Name	Printed Name
_____	_____
Date	Date

AGENDA ITEM SUMMARY

ITEM SUMMARY:

Consider a vendor agreement with Personnel Options, Inc. to provide the services of its employees as requested by the City. *Human Resources Director, Stephanie Woods, will address.*

SPECIAL CONSIDERATIONS OR CONCERNS:

When staffing levels are not sufficient for a specific City Department, the Department's Director may request an employee of the staffing firm to work as a temporary employee ('temp") in a specific role. The staffing firm provides a qualified temp and subsequently charges the City for providing the services.

STAFF RECOMMENDATION:

Staff recommends approval.

FINANCIAL IMPACT:

The bill rate for a General Laborer (i.e., equipment operator, commercial driver) is 40% in addition to the approved pay rate for the position in the City's pay plan (to cover the benefits provided by the company to the temp). The bill rate for a Clerical position is 36% in addition to the approved pay rate for the position in the City's pay plan. There is no charge unless services are provided.

Submitted By:
Stephanie Woods

Meeting Date:
13/06/2023

Reviewed By:
Jessica O'Connor

ATTACHMENTS:
Personnel Options Staffing Vendor Agreement FINAL.pdf

PERSONNEL OPTIONS INC., VENDOR AGREEMENT

IT IS HEREBY AGREED by and between Personnel Options, Inc. (hereinafter, "STAFFING FIRM") and City of Griffin (hereinafter, "CLIENT"),

WHEREAS, STAFFING FIRM is engaged in the business of assigning its employees to perform services for clients, and providing related management and human resource services; and

WHEREAS, CLIENT desires to engage STAFFING FIRM to provide such services to meet CLIENT's staffing needs;

NOW, THEREFORE, in consideration of the promises, and of the mutual covenants hereinafter set forth, and intending to be legally bound hereby, the parties hereto agree as follows:

DEFINITIONS

1. For purposes of this Agreement, "CLIENT" refers to and includes the entity named above and its parents, subsidiaries, affiliates, and successors. This includes CLIENT's facilities located in Griffin, GA.

2. For purposes of this Agreement, "STAFFING FIRM" refers to and means Personnel Options, Inc. and its parents, subsidiaries, affiliates, and successors.

DUTIES OF STAFFING FIRM

3. STAFFING FIRM shall provide to CLIENT the services of its employees as requested by CLIENT. CLIENT shall use the services of STAFFING FIRM as a provider of Assigned Employees for the job titles set forth on Exhibit A for CLIENT. STAFFING FIRM shall manage the provision of services to CLIENT by STAFFING FIRM in accordance with the provisions of this Agreement.

4. Responsibilities of STAFFING FIRM: STAFFING FIRM agrees to assume full responsibility for paying, withholding, and transmitting payroll taxes; making unemployment contributions; and handling unemployment and workers' compensation claims involving Assigned Employees with respect to compensation that STAFFING FIRM has agreed to pay Assigned Employees. Assigned Employees shall not be entitled to holidays, vacations, disability, insurance, pensions or retirement plans, or any other benefits offered or provided by CLIENT to its direct employees. STAFFING FIRM provides its employees with their own benefits. All Assigned Employees shall sign an agreement, attached hereto as Exhibit B, confirming the provisions contained in this paragraph 4.

5. Client Service Manager: STAFFING FIRM shall designate to CLIENT a STAFFING FIRM official to serve as liaison with CLIENT in overseeing the implementation of this Agreement.

6. Selection and Background Checks: STAFFING FIRM shall recruit, interview, test, screen, and ensure compliance with a non-criminal conviction record, non-sex offender record, education requirements, required license/permit verifications, and a negative drug screen for its Assigned Employees prior to their assignment at CLIENT.

7. Billing: STAFFING FIRM shall bill CLIENT one invoice for each period in which services are provided.

8. STAFFING FIRM agrees to maintain the following Insurance at all times for its Assigned Employees to be assigned to CLIENT's facilities:

Workers' Compensation and Employer's Liability	Statutory Amount $1,000,000.00
Professional Liability	$1,000,000.00 each occurrence $2,000,000.00 aggregate
General Liability	$1,000,000.00 each occurrence $2,000,000.00 aggregate
Umbrella Liability	$3,000,000.00
Automobile Liability	$1,000,000.00

DUTIES OF CLIENT

9. Payment for Services:

a. STAFFING FIRM will invoice CLIENT for services provided in accordance with this Agreement on a weekly basis. Payment shall be due within 30 days of the date of the invoice. Invoices shall be accompanied by the pertinent time records. CLIENT's signature or electronic verification (fax or e-mail) on either CLIENT provided time records or STAFFING FIRM's time records certifies that the hours shown are correct and that the work was performed to CLIENT's satisfaction and authorizes STAFFING FIRM to bill CLIENT for the hours worked by the named Assigned Employee.

b. STAFFING FIRM's bill rates by job categories are attached hereto as Exhibit A, which is incorporated by reference herein. CLIENT acknowledges and agrees that in the event an Assigned Employee works more than forty (40) hours in any work week for CLIENT, that Assigned Employee is entitled to overtime compensation as provided by law, and CLIENT agrees to an increase in the bill rate to reflect such additional compensation plus applicable markup.

c. CLIENT agrees to pay Net Upon Receipt of invoice, and to pay late charges on any unpaid balances after 30 days from the date of receipt at the rate of 1.5 % per month

10. Conversion Fees:

STAFFING FIRM shall waive its right or claim to any placement fee, conversion fee, or liquidated damages in the event CLIENT hires directly on to its own payroll or engages as an independent contractor any Assigned Employee at any time after such Assigned Employee has worked at CLIENT's facility for at least 90 days in any one calendar year, with no break in service of more than 5 business days, provided that CLIENT has paid to STAFFING FIRM all invoiced amounts for such Assigned Employee. In the

event that CLIENT hires or engages as an independent contractor any Assigned Employee prior to such 90 day period, CLIENT shall pay to STAFFING FIRM an amount equal to what CLIENT would have paid STAFFING FIRM had such Assigned Employee worked at CLIENT through STAFFING FIRM for 90 business days at STAFFING FIRM's then current rates.

11. Limitations: CLIENT agrees that it will not entrust Assigned Employees with unattended premises, cash, checks, keys, credit cards, merchandise, confidential or trade secret information, negotiable instruments, or other valuables without the express prior written permission of STAFFING FIRM and then only under STAFFING FIRM's direct supervision and control.

GUARANTEE OF RATES

12. STAFFING FIRM guarantees the bill rates as set forth in Exhibit A through the term of this Agreement.

13. The services which STAFFING FIRM shall render under this Agreement shall be as an independent contractor with respect to each other and to CLIENT. Nothing contained in this Agreement shall be construed to create the relationship of principal and agent, or employer and employee, between STAFFING FIRM and CLIENT.

14. STAFFING FIRM shall provide workers' compensation insurance coverage for Assigned Employees (except that STAFFING FIRM's workers' compensation liability may be limited in certain cases as provided in paragraphs 8. and 34.g.). The parties agree to immediately notify each other of any injury or accidents or any claim for workers' compensation benefits involving Assigned Employees assigned to CLIENT's facility.

OSHA COMPLIANCE

15. Because CLIENT controls the facilities in which Assigned Employees work, it is agreed that CLIENT is primarily responsible for compliance with the Occupational Safety and Health Act and comparable state laws and regulations thereunder, to the extent those laws apply to Assigned Employees assigned to CLIENT's facility, except as may be otherwise agreed in writing signed by the parties hereto. Any such agreement shall be included as an addendum to this Agreement.

EEO COMPLIANCE

16. CLIENT and STAFFING FIRM affirm and agree that they are equal employment opportunity employers and are in full compliance with any and all applicable anti-discrimination laws, rules, and regulations. CLIENT and STAFFING FIRM agree not to harass, discriminate against, or retaliate against any employee of the other because of his or her race, national origin, age, sex, religion, disability, marital status, or other category protected by law; nor shall either party cause or request the other party to engage in such discrimination, harassment, or retaliation. In the event of any complaint of unlawful discrimination, harassment, or retaliation by any Assigned Employee, CLIENT and STAFFING FIRM agree to cooperate in the prompt investigation and resolution of such complaint.

FMLA COMPLIANCE

17. STAFFING FIRM agrees that for purposes of all statutory and regulatory requirements for employee leaves of absence, including the Family and Medical Leave Act, and any similar state or local law to comply.

RIGHT TO AUDIT AND CONFIRM COMPLIANCE

18. Upon a one-week written notice to STAFFING FIRM, CLIENT may inspect STAFFING FIRM's records to verify STAFFING FIRM's compliance with this Agreement.

CONFIDENTIALITY

19. CLIENT's Confidential Information: STAFFING FIRM acknowledges that it or its Assigned Employees may be given access to or acquire information which is proprietary to or confidential to CLIENT or its affiliated companies and their clients and customers. Any and all such information obtained by STAFFING FIRM shall be deemed to be confidential and proprietary information. STAFFING FIRM agrees to hold such information in strict confidence and not to disclose such information to third parties or to use such information for any purposes whatsoever other than the providing of services to CLIENT. STAFFING FIRM agrees to direct Assigned Employees to keep such information confidential, and to require Assigned Employees to enter into Confidentiality Agreements in the form annexed hereto as Exhibit C before being assigned to CLIENT.

20. STAFFING FIRM's Confidential Information: CLIENT agrees to keep all information confidential which is not required or permitted to be disclosed pursuant to an Open Record Request as required by Georgia law.

ASSIGNMENT OF COPYRIGHTS AND PATENTS TO CLIENT

21. Any and all discoveries and/or inventions (which shall include improvements and modifications) relating to work performed by Assigned Employees, or relating to matters disclosed to Assigned Employees in connection with work to be performed, or suggested by such matters, whether or not patentable, which discoveries and/or inventions are made or conceived by Assigned Employees, solely or jointly with others, during the term of any assignment (regardless of whether conceived or developed during working hours) or during a period of one (1) year thereafter, shall be the property of CLIENT as "work made for hire" to the extent provided by sections 101 and 201(b) of the Copyright Act, 17 U.S.C. 101 *et seq.*, and such discoveries and/or inventions shall be promptly disclosed to CLIENT. CLIENT shall have the right to file and prosecute, at its own expense, all patent applications, whether U.S. or foreign, on said discoveries and/or inventions. Assigned Employees shall, during any assignment with CLIENT or any time thereafter, provide to CLIENT all documents, information, and assistance requested for the filing or prosecution of any such patent application, for the preparation, prosecution, or defense of any legal action or application pertaining to such discoveries and/or inventions and for the assignment or conveyance to CLIENT of all right, title, and interest in and to such discoveries and/or inventions, patent applications, and letters patent issuing thereon. All Assigned Employees shall sign an agreement, attached hereto as Exhibit D, confirming the provisions contained in this paragraph 21.

COOPERATION

22. The parties agree to cooperate fully and to provide assistance to the other party in the investigation and resolution of any complaints, claims, actions, or proceedings which may be brought by or involve any of the Assigned Employees.

TERM AND TERMINATION

23. a. This Agreement shall be for an initial term of 12 months from the effective date of this Agreement, determined by the later date of signature of the parties. This Agreement shall be automatically renewed for four (4) successive one-year terms unless modified or terminated in accordance with the provisions of this Agreement. The parties agree to waive any notice prior to automatic renewal of this Agreement that may be required by state law.

b. This Agreement may be terminated at-will by either party upon 30 days' written notice to the other party. Such notice shall be personally delivered or sent by recognized overnight courier or by certified mail, return receipt requested, and shall be effective when received as follows:

As to STAFFING FIRM:

Name: Allen Edwards
Title: President
Company: Personnel Options, Inc.
Address: PO Box 1494 Griffin GA 30224
With a copy to: Jessica Fulbright

As to CLIENT:

Name: Jessica W. O'Connor
Title: City Manager
Company: City of Griffin
Address: 100 S. Hill St., P.O. Box T
Griffin, GA 30224
With a copy to: Human Resources Director

c. Either party may designate a different person to whom notices should be sent at any time by notifying the other party in writing in accordance with this Agreement.

d. Notwithstanding any other provision of this Agreement, in the event the other party declares or becomes bankrupt or insolvent, dissolves or discontinues operations, or fails to make any payments within the time periods specified in this Agreement, either party may terminate this agreement upon 24 hours written notice.

MISCELLANEOUS

24. Survival of Certain Provisions: Those provisions of this Agreement which by their terms extend beyond the termination or non-renewal of this Agreement shall remain in full force and effect and survive such termination or non-renewal.

25. Amendments: No provision of this Agreement may be amended or waived unless such amendment or waiver is agreed to in writing signed by the parties.

26. Severability: Each provision of this Agreement shall be considered severable such that if any one provision or clause conflicts with existing or future applicable law, or may not be given full effect

because of such law, this shall not affect any other provision which can be given effect without the conflicting provision or clause.

27. Complete Agreement: This Agreement, the exhibits attached hereto, and the provisions on the STAFFING FIRM Timesheet Agreement, contain the entire understanding between the parties hereto, and supersede all prior agreements and understandings relating to the subject matter hereof.

28. Successors and Assigns: The provisions of this Agreement shall inure to the benefit of and be binding upon the parties and their respective representatives, successors, and assigns.

29. Headings: The headings of the paragraphs of this Agreement are inserted solely for the convenience of reference. They shall in no way define, limit, extend, or aid in the construction of the scope, extent, or intent of this Agreement.

30. Waiver: The failure of a party to enforce the provisions of this Agreement shall not be construed as a waiver of any provision or the right of such party thereafter to enforce each and every provision of this Agreement.

31. Transferability: CLIENT shall not transfer or assign this Agreement without the written consent of STAFFING FIRM. STAFFING FIRM shall not transfer or assign this Agreement without the written consent of CLIENT.

32. Ambiguities: The rule of construction that ambiguities in an agreement are to be construed against the drafter shall not be invoked or applied in any dispute regarding the meaning or interpretation of any provision of this Agreement.

33. Indemnifications:

a. To the extent permitted by law, and except for claims, losses, and liabilities expressly disclaimed by STAFFING FIRM in paragraph 34 below, STAFFING FIRM agrees to defend, indemnify, and hold CLIENT harmless of and from any and all claims or losses that CLIENT actually incurs (including reasonable attorneys' fees) proximately caused by the fault, negligence, gross negligence, or recklessness of STAFFING FIRM, or STAFFING FIRM's officers, employees or authorized agents, or which arise from STAFFING FIRM's breach of this Agreement.

b. To the extent permitted by law, CLIENT agrees to defend, indemnify, and hold STAFFING FIRM harmless against any and all claims, losses, and liabilities that STAFFING FIRM incurs (including reasonable attorney's fees agreed upon by CLIENT) that are proximately caused by the fault, negligence, gross negligence, or recklessness of CLIENT, or CLIENT's officers, employees, or authorized agents, that arise from CLIENT's breach of this Agreement, that arise from risks inherent in CLIENT's business, or that are expressly disclaimed by STAFFING FIRM in paragraph 34.

c. The parties agree that this paragraph 33 is the complete agreement between them with respect to any possible indemnification claim, and waive their right to assert any common-law indemnification or contribution claim against the other. In the event that CLIENT and STAFFING FIRM are adjudged to be both partially at fault in any proceeding giving rise to an award of actual damages by a

third party against both of them, CLIENT and STAFFING FIRM agree to bear responsibility for the resulting damages equal to their respective proportionate share of fault.

d. As a condition precedent to indemnification hereunder, the parties each agree to inform the other within 7 business days of its receipt of any claim, demand, or notice for which indemnification hereunder may be sought, and to cooperate in the investigation and defense of any such claim, demand, or notice.

34. Disclaimer of STAFFING FIRM Liability: STAFFING FIRM expressly disclaims liability for any claim, loss, or liability of any kind whatsoever resulting from:

a. CLIENT's failure to supervise, control, or safeguard premises, processes, or systems; or, without STAFFING FIRM's express prior written approval, entrusting Assigned Employees with unattended premises, cash, checks, keys, credit cards, merchandise, confidential or trade secret information, negotiable instruments, or other valuables.

b. Promises of increased compensation made by CLIENT to Assigned Employees.

c. Claims by any person relating to any CLIENT product or service.

d CLIENT's making substantial changes in the Assigned Employee's job duties or risks without STAFFING FIRM's prior written approval.

e. Claims by any person based on allegations that CLIENT's business activities damaged the environment.

f. The conduct of CLIENT's officers, employees, and agents.

g. Failure by CLIENT to provide Assigned Employees with a safe worksite or to provide information, training, and safety equipment with respect to any hazardous substances or conditions to which they may be exposed at the worksite, whether or not required by law.

h. Acts or omissions of any Assigned Employee in the furtherance of CLIENT's particular business.

35. Choice of Law: This agreement shall be governed by and construed in accordance with the laws of the State of Georgia, without reference to any conflicts of law principles thereof.

IN WITNESS WHEREOF, this Agreement has been duly executed by STAFFING FIRM and CLIENT on the dates set forth below.

CLIENT:
CITY OF GRIFFIN

_____
Signature

Douglas S. Hollberg
Printed Name

Mayor
Title

_____
Date

STAFFING FIRM:
PERSONNEL OPTIONS INC.

_____
Signature

Allen D. Edwards II
Printed Name

President
Title

5-16-23
Date

Attest: _____
Jessica W. O'Connor, Secretary

Approved as to Form:

Andrew J. Whalen, III
Andrew J. Whalen, III, City Attorney

EXHIBIT "A"
STAFFING FIRM'S RATE SCHEDULE FOR CLIENT

JOB TITLE	SHIFT	BILL RATE
General Laborer	Any	40%
Clerical	Any	36%

EXHIBIT B

AGREEMENT AND WAIVER

In consideration of my assignment to CLIENT by STAFFING FIRM, I agree that I am solely an employee of STAFFING FIRM for benefits plan purposes and that I am eligible only for such benefits as STAFFING FIRM may offer to its employees. I further understand and agree that I am not eligible for or entitled to participate in any benefit plan offered by CLIENT, its parents, affiliates, subsidiaries, or successors to any of its direct employees, regardless of the length of my assignment to CLIENT by STAFFING FIRM and regardless of whether I am held to be a common-law employee of CLIENT for any purpose, and therefore, with full knowledge and understanding, I hereby expressly waive any claim or right that I may have, now or in the future, to such benefits and agree not to make any claim for such benefits.

ASSIGNED EMPLOYEE

_____
Signature

_____
Printed Name

_____
Date

STAFFING FIRM

_____
Signature

_____
Printed Name

_____
Title

_____
Date

EXHIBIT C

ASSIGNED EMPLOYEE CONFIDENTIALITY AGREEMENT

Date: _____

As a condition of my assignment by STAFFING FIRM to CLIENT, I hereby acknowledge and agree as follows:

I will not use, disclose, or in any way reveal or disseminate to unauthorized parties any information I gain through contact with materials or documents that are made available through my assignment at CLIENT or that I learn about during such assignment.

I will not disclose or in any way reveal or disseminate any information pertaining to CLIENT or its operating methods and procedures that come to my attention as a result of this assignment.

Under no circumstances shall I remove copies or documents from the premises of CLIENT.

I understand that I shall be responsible for any direct or consequential damages resulting from any violation of this agreement.

The obligations of this Agreement shall survive my employment by STAFFING

Assigned Employee	**Witness**
_____	_____
Signature	Signature
_____	_____
Printed Name	Printed Name
_____	_____
Date	Date

EXHIBIT D

ASSIGNMENT OF COPYRIGHT AND PATENTS

In connection with my assignment to provide services to CLIENT, I agree that any and all discoveries and/or inventions (which shall include improvements and modifications) relating to work I perform while providing services to CLIENT, or relating to matters disclosed to me by CLIENT in connection with work to be performed, or suggested by such matters, whether or not patentable, which discoveries and/or inventions are made or conceived by me, solely or jointly with others, during the term of my assignment (regardless of whether conceived or developed during work hours) or during a period of one (1) year thereafter, shall be the property of CLIENT as "work made for hire" to the extent provided by sections 101 and 201(b) of the Copyright Act, 17 U.S.C. 101 *et seq.*, and such discoveries and/or inventions shall be promptly disclosed to CLIENT. CLIENT shall have the right to file and prosecute, at its own expense, all patent applications, whether U.S. or foreign on said discoveries and/or inventions. I shall, during any assignment to CLIENT or at any time thereafter, provide to CLIENT all documents, information, and assistance requested for the filing or prosecution of any such patent application, for the preparation, prosecution, or defense of any legal action or application pertaining to such discoveries and/or inventions and for the assignment or conveyance to CLIENT of all right, title, and interest in and to such discoveries and/or inventions, patent applications, and letters patent issuing thereon.

Assigned Employee	**Witness**
_____	_____
Signature	Signature
_____	_____
Printed Name	Printed Name
_____	_____
Date	Date

AGENDA ITEM SUMMARY

ITEM SUMMARY:

Consider Amendment #1 to the Pharmacy Agreement between the City of Griffin and Veracity Benefits, LLC, which will continue to provide pharmacy services to covered employees on the City of Griffin's Health Plan effective for the plan year beginning July 1, 2023. *Human Resources Director, Stephanie Woods will address.*

SPECIAL CONSIDERATIONS OR CONCERNS:

The services to be provided include: 1. Preferred and Non-Preferred Network differentiation and pricing; 2. Formulary Management lowering the cost of therapeutic drugs instead of higher cost drugs that maximize rebates fo pharmacies; 3. Allowing international access to very high cost drugs that will save the covered employee and City at least 50% of the cost; and 4. Direct Manufacturers' Assistance for expensive specialty medications.

STAFF RECOMMENDATION:

Staff recommends approval.

FINANCIAL IMPACT:

The monthly fee for services will remain what they currently are which is $12 per covered employee for Veracity Benefits and $4.50 per script for ProCareRX. The Pharmacy Consulting Agreement will allow savings for the covered employee and the City. Including the fees for services the estimated annual savings for the City is $725,000.00. (Savings to date in the current Plan year are on pace to be nearly $1 million.)

Submitted By:
Stephanie Woods

Meeting Date:
13/06/2023

Reviewed By:
Jessica O'Connor

ATTACHMENTS:
Pharmacy Consulting Agreement Amendment effective 7.1.pdf

AMENDMENT #1

PHARMACY SERVICES AGREEMENT AMENDMENT

THIS PHARMACY SERVICES AGREEMENT (this "Agreement") is made and entered into as of **JULY 1, 2023** (the "Effective Date") by and between **VERACITY BENEFITS, LLC**, a Georgia limited liability company, dba "VeracityRx", (the "Company"), and **CITY OF GRIFFIN,** a Georgia municipal corporation, (the "Client").

Monthly Fee; PBM Agreement; Rebates.

No later than the tenth (10^{th}) day following each month during the Term, Client shall pay the Company a fee (the "Monthly Fee") of **$12.00 pepm** for each employee ("Covered Employee") that participated in Client's BPD for all or part of each such month. Client's payment of the Monthly Fee shall be considered a representation by Client to the Company as to the number of Covered Employees for such month.

☐ Current Veracity RX Fee structure: July 1, 2022 – June 2023 **$4.50**
Renewing "as is" for 2023 with Current Per Script Fee: $4.50

Except as modified herein, the Pharmacy Services Agreement, entered between the parties shall remain in full force and effect as originally agreed.

CITY OF GRIFFIN

_____ _____(DATE)

Douglas S. Hollberg, Mayor

_____ _____(DATE)

Jessica W. O'Connor, Secretary

Approved as to form: Andrew J. Whalen, III

Andrew J. Whalen, III City Attorney

VERACITY BENEFITS, LLC

M Schafer

NAME & TITLE

Marilynn Schafer

Print Name

AGENDA ITEM SUMMARY

ITEM SUMMARY:

Consider Administrative Services Agreement Amendment with Meritain Health, Inc. for the processing of healthcare claims incurred during the term for covered employees on the City of Griffin's Health Plan effective July 1, 2023 - June 30, 2024. *Human Resources Director, Stephanie Woods, will address.*

SPECIAL CONSIDERATIONS OR CONCERNS:

This is an Amendment to continue services and pricing "as is" in the current plan year which ends June 30, 2023. The services to be provided include: 1. Medical claim administration with provided network access; 2. Reporting of claims and eligibility data; 3. Preparation and filing of any stop loss claims; 4. Providing Plan Documents and other legally required forms; 5. Medical Management Services of Utilization and Case Management.; 6. Flexible Spending Account services and administration; and 7. COBRA administration services.

STAFF RECOMMENDATION:

Staff recommends approval.

FINANCIAL IMPACT:

The monthly fee for administrative services for medical services are $41.10 per covered employee per month with a $21.95 broker fee per employee per month. The contract includes a $20,000 wellness program allowance, a $3,000 implementation credit, and the waiver of two months' administrative fees. The monthly fee for administrative services for the flexible spending account are $5.40 per participant with a $525.00 one-time set up fee.

Submitted By:
Stephanie Woods

Meeting Date:
13/06/2023

Reviewed By:
Jessica O'Connor

ATTACHMENTS:
Meritain_Plan Amendment_7.1.23[70].pdf

SUMMARY OF MATERIAL MODIFICATION
AND
AMENDMENT #1
TO THE
CITY OF GRIFFIN
HEALTH PLAN
GROUP NO. 18771

This Summary of Material Modification and Amendment describes changes to the City of Griffin Health Plan effective July 1, 2022. These changes are effective as of **July 1, 2023** and will remain in effect until amended in writing by the Plan Administrator.

This document should be read carefully and attached to the Plan Document and Summary Plan Description. Please contact the Plan Administrator identified in the Summary Plan Description if you have any questions regarding the changes described in this Summary of Material Modification.

City of Griffin (the "Plan Sponsor") is amending the City of Griffin Health Plan (the "Plan") as follows:

1. *Gene therapy is now added to the Plan's list of services that need to be precertified under the* ***Continuing Care Services (Outpatient and Physician)*** *subsection under the* ***Medical Management Program*** *section:*

MEDICAL MANAGEMENT PROGRAM

List of Items and/or Services that require Precertification

Continuing Care Services (Outpatient and Physician):
- Chemotherapy (including oral)
- Radiation therapy
- Oncology and transplant related injections, infusions, and treatments (e.g., CAR-T, endocrine and immunotherapy), excluding supportive drugs (e.g., antiemetic and antihistamine)
- Hyperbaric oxygen
- Home health care
- Durable Medical Equipment, limited to electric/motorized scooters or wheelchairs and pneumatic compression devices
- Gene therapy

2. *The* ***Medical Schedule of Benefits*** *is hereby renamed* ***Medical Schedule of Benefits – Base Plan****.*

3. *The* ***Prescription Drug Schedule of Benefits*** *is hereby renamed* ***Prescription Drug Schedule of Benefits - Base Plan****.*

4. *The* ***Medical Schedule of Benefits – Buy-Up Plan*** *is hereby added to the Plan as shown in* ***Exhibit A****.*

5. *The* ***Prescription Drug Schedule of Benefits – Buy-Up Plan*** *is hereby added to the Plan as shown in* ***Exhibit B****.*

6. *The* ***Medical Schedule of Benefits – HDHP Plan*** *is hereby added to the Plan as shown in* ***Exhibit C****.*

7. *The* ***Prescription Drug Schedule of Benefits – HDHP Plan*** *is hereby added to the Plan as shown in* ***Exhibit D****.*

8. *In the **General Exclusions and Limitations** section; number **(23) – Experimental and/or Investigational** is hereby deleted and replaced. In addition, the following exclusion is hereby added alphabetically of the Plan:*

GENERAL EXCLUSIONS AND LIMITATIONS

(23) **Experimental and/or Investigational:** Expenses for treatment, procedures, devices, drugs, or medicines which are determined to be Experimental and/or Investigational will not be considered eligible, except for Off-Label Drug Use or when such expenses are considered Qualified Clinical Trial Expenses.

(#) **Services Not Permitted Under Applicable State or Local Laws**: Some state or local laws restrict the scope of health care services that a provider may render. In such cases, the Plan will not cover such health care services.

Approved as to form:

Andrew J. Whalen, III

Andrew J. Whalen, III
City Attorney

All other provisions of this Plan shall remain unchanged.

In Witness Whereof, City of Griffin has caused this Amendment to take effect, be attached to, and form a part of their Health Plan.

_____ _____
Authorized Signature Date Title

_____ _____
Witness Date Title

EXHIBIT A

MEDICAL SCHEDULE OF BENEFITS – BUY-UP PLAN

	PARTICIPATING PROVIDERS	NON-PARTICIPATING PROVIDERS (Subject to Usual and Customary Charges)
LIFETIME MAXIMUM BENEFIT	Unlimited	
CALENDAR YEAR MAXIMUM BENEFIT	Unlimited	
CALENDAR YEAR DEDUCTIBLE		
Single	$500	$2,000
Family	$1,000	$4,000
CALENDAR YEAR OUT-OF-POCKET MAXIMUM (includes Deductible, Coinsurance and Copays – combined with Prescription Drug Card)		
Single	$4,000	$8,000
Family	$8,000	$16,000
MEDICAL BENEFITS		
Allergy Serums and Injections		
Primary Care Physician	$20 Copay*, then 100%; Deductible waived	60% after Deductible
Specialist	$40 Copay*, then 100%; Deductible waived	60% after Deductible
*Copay does not apply if allergy serum only.		
Ambulance Services	80% after Deductible	Paid at Participating Provider level of benefits
Ambulatory Surgical Center	80% after Deductible	60% after Deductible
Birthing Center	$250 Copay per admission, then 80% after Deductible	60% after Deductible
Cardiac Rehab (Outpatient)	80% after Deductible	60% after Deductible
Calendar Year Maximum Benefit	36 days	
Chemotherapy (Outpatient- includes all related charges)	80% after Deductible	60% after Deductible
Chiropractic Care/Spinal Manipulation	$40 Copay, then 100%; Deductible waived	60% after Deductible
Calendar Year Maximum Benefit	20 days	
Cognitive Therapy (Outpatient)	$20 Copay, then 100%; Deductible waived	60% after Deductible
Calendar Year Maximum Benefit combined with Respiratory/Pulmonary Therapy Maximum Benefit	20 days	

	PARTICIPATING PROVIDERS	NON-PARTICIPATING PROVIDERS (Subject to Usual and Customary Charges)
Diagnostic Testing, X-Ray and Lab Services (Outpatient)		
Diagnostic Testing, X-ray and Lab	80% after Deductible	60% after Deductible
Independent Lab	80%; Deductible waived	60% after Deductible
Diagnostic Colonoscopy	100%; Deductible waived	60% after Deductible
Diagnostic Mammogram	100%; Deductible waived	60% after Deductible
Advanced Imaging (MRI, MRA, CT and PET Scans, Bone Density, Scintimammography, Capsule Endoscopy, Nuclear Medicine)	80% after Deductible	60% after Deductible
Dialysis (Outpatient)	80% after Deductible	60% after Deductible
Durable Medical Equipment (DME)	80% after Deductible	60% after Deductible
Emergency Services/Emergency Room Services	$250 Copay, then 100%; Deductible waived	Paid at Participating Provider level of benefits
NOTE: The Copay will be waived if the person is admitted directly as an Inpatient to the Hospital.		
Genetic Counseling	Paid based on place of service	60% after Deductible
Calendar Year Maximum Benefit	3 visits*	
*Visit limits do not apply for Mental Health and Substance Use Disorders.		
NOTE: Includes any item or service not otherwise covered under the preventive services provision.		
Hearing Aids	80% after Deductible	60% after Deductible
Maximum Benefit	1 aid per ear every 36 month period $3,000 per 36 month period	
Home Health Care	100%; Deductible waived	60% after Deductible
Calendar Year Maximum Benefit	100 visits*	
*Visit limits do not apply for Mental Health and Substance Use Disorders.		
Hospice Care	100%; Deductible waived	60% after Deductible
Hospice Bereavement Counseling	100%; Deductible waived	60% after Deductible
Hospital Expenses or Long-Term Acute Care Facility/Hospital (facility charges)		
Inpatient	$250 Copay per admission, then 80% after Deductible	60% after Deductible
Room and Board Allowance*	Semi-Private Room Rate*	Semi-Private Room Rate*
Intensive Care Unit	ICU/CCU Room Rate	ICU/CCU Room Rate
Miscellaneous Services & Supplies	80% after Deductible	60% after Deductible
Outpatient	80% after Deductible	60% after Deductible
* A private room will be considered eligible when Medically Necessary. Charges made by a Hospital having only single or private rooms will be considered at the least expensive rate for a single or private room.		
Infusion Therapy (Outpatient)	80% after Deductible	60% after Deductible

	PARTICIPATING PROVIDERS	NON-PARTICIPATING PROVIDERS (Subject to Usual and Customary Charges)
Maternity (non-facility charges)*		
Preventive Prenatal and Breastfeeding Support (other than lactation consultations)	100%; Deductible waived	60% after Deductible
Lactation Consultations	100%; Deductible waived	100%; Deductible waived
Initial Visit	$20 Copay, then 100%; Deductible waived	60% after Deductible
All Other Prenatal, Delivery and Postnatal Care	80% after Deductible	60% after Deductible
* See Preventive Services under Eligible Medical Expenses for limitations.		
Mental Disorders and Substance Use Disorders		
Inpatient		
Facility Charge	$250 Copay per admission, then 80% after Deductible	60% after Deductible
Professional Services	80% after Deductible	60% after Deductible
Outpatient		
Office Visits/Telemedicine	$20 Copay, then 100%; Deductible waived	60% after Deductible
All Other Outpatient Care	80%; Deductible waived	60% after Deductible
NOTE: Emergency care (ambulance and Emergency Services/Room) will be paid the same as the benefits for ambulance services and Emergency Services/Room listed above in the Medical Schedule of Benefits, however, the Participating Provider level of benefits will always apply regardless of the provider utilized.		
Nutritional Counseling	Paid based on place of service	Paid based on place of service
Calendar Year Maximum Benefit	3 visits*	
*Visit limits do not apply for Diabetes or Mental Health and Substance Use Disorders.		
NOTE: Includes any item or service not otherwise covered under the preventive services provision.		
Occupational Therapy (OT) (Outpatient)	$20 Copay, then 100%; Deductible waived	60% after Deductible
Calendar Year Maximum Benefit combined with PT Maximum Benefit	20 visits	
Physical Therapy (PT) (Outpatient)	$20 Copay, then 100%; Deductible waived	60% after Deductible
Calendar Year Maximum Benefit combined with OT Maximum Benefit	20 visits	
Physician's Services		
Inpatient/Outpatient Services	80% after Deductible	60% after Deductible
Office Visits/Telemedicine:		
Primary Care Physician	$20 Copay*, then 100%; Deductible waived	60% after Deductible
Specialist	$40 Copay*, then 100%; Deductible waived	60% after Deductible
Physician Office Surgery:		
Primary Care Physician	$20 Copay*, then 100%; Deductible waived	60% after Deductible
Specialist	$40 Copay*, then 100%; Deductible waived	60% after Deductible

	PARTICIPATING PROVIDERS	NON-PARTICIPATING PROVIDERS (Subject to Usual and Customary Charges)
Teladoc	There is no cost to the member for this program	Not Applicable
*Copay applies per visit regardless of what services are rendered, except if allergy serum only.		
Prescription Drugs/Injectables (not covered by the Prescription Drug Card Program)		
Office	100%; Deductible waived	60% after Deductible
Outpatient	80% after Deductible	60% after Deductible
Preventive Services and Routine Care		
Preventive Services (includes the office visit and any other eligible item or service received at the same time, whether billed at the same time or separately)	100%; Deductible waived	60% after Deductible
Routine Care (includes any routine care item or service not otherwise covered under the preventive services provision above)	100%; Deductible waived	60% after Deductible
Prosthetics	80% after Deductible	60% after Deductible
Radiation Therapy (Outpatient - includes all related charges)	80% after Deductible	60% after Deductible
Respiratory/Pulmonary Therapy (Outpatient)	$20 Copay, then 100%; Deductible waived	60% after Deductible
Calendar Year Maximum Benefit combined with Cognitive Therapy Maximum Benefit	20 visits	
Second Surgical Opinion		
Primary Care Physician	$20 Copay, then 100%; Deductible waived	60% after Deductible
Specialist	$40 Copay, then 100%: Deductible waived	60% after Deductible
Skilled Nursing Facility and Rehabilitation Facility	80% after Deductible	60% after Deductible
Combined Calendar Year Maximum Benefit	60 days	
Speech Therapy (ST) (Outpatient)	$20 Copay, then 100%; Deductible waived	60% after Deductible
Calendar Year Maximum Benefit	20 visits	
Surgery (Facility, Miscellaneous and Professional fees) (Outpatient) (does not include Surgery in the Physician's office)	80% after Deductible	60% after Deductible
Transplants		
Facility Charge	$250 Copay per admission, then 80% after Deductible (Aetna IOE Program)* 60% after Deductible (All Other Network Providers)	60% after Deductible

	PARTICIPATING PROVIDERS	NON-PARTICIPATING PROVIDERS (Subject to Usual and Customary Charges)
Professional Services	100%; Deductible waived (Aetna IOE Program)* 60% after Deductible (All Other Network Providers)	60% after Deductible
* Please refer to the Aetna Institute of Excellence (IOE) Program section of this Plan for a more detailed description of this benefit, including travel and lodging maximums. Travel and lodging will be paid at 100% with no Deductible.		
NOTE: Cornea transplants performed by any provider are covered under the Plan as a separate benefit and paid the same as any other Illness.		
Urgent Care Facility	$50 Copay*, then 100%; Deductible waived	Paid at Participating Provider level of benefits
*Copay applies per visit regardless of what services are rendered.		
All Other Eligible Medical Expenses	80% after Deductible	60% after Deductible

EXHIBIT B

PRESCRIPTION DRUG SCHEDULE OF BENEFITS – BUY-UP PLAN

BENEFIT DESCRIPTION	PARTICIPATING PHARMACY	NON-PARTICIPATING PHARMACY
CALENDAR YEAR OUT-OF-POCKET MAXIMUM (includes Copays – combined with major medical Out-of-Pocket) Single Family	 $4,000 $8000	
Retail Pharmacy: 31-day supply		
Generic Drug	$5 Copay Deductible waived	$20 Copay; Deductible waived
Preferred Drug	$40 Copay	$40 Copay
Non-Preferred Drug	$75 Copay	$75 Copay
Preventive Drug (Prescription Drugs classified as a Preventive Drug by HHS)	100%; Deductible waived	100%; Deductible waived
Specialty Pharmacy Program	Not Covered	
Retail Pharmacy: 32-90-day supply		
Generic Drug	$15 Copay; Deductible waived	Not Covered
Preferred Drug	$80 Copay	Not Covered
Non-Preferred Drug	$225 Copay	Not Covered
Preventive Drug (Prescription Drugs classified as a Preventive Drug by HHS)	100% Deductible waived	Not Covered
Mail Order Pharmacy	Not Covered	

NOTE: Certain Prescription Drug classes are subject to Step Therapy. (See the Prescription Drug Card Program section for further details regarding Step Therapy.)

Mandatory Generic Program
The Plan requires that pharmacies dispense Generic Drugs when available. Should a Covered Person choose a Preferred or Non-Preferred Drug rather than the Generic equivalent, the Covered Person will also be responsible for the cost difference between the Generic and Preferred or Non-Preferred Drug, even if a DAW (Dispense As Written) is written by the prescribing Physician. The cost difference is not covered by the Plan and will not accumulate toward your Out-of-Pocket Maximum.

Preventive Drug means items which have been identified by the U.S. Department of Health and Human Services (HHS) as a preventive service. You may view the guidelines established by HHS by visiting the following website:

https://www.healthcare.gov/what-are-my-preventive-care-benefits

For a list of Preventive Drugs, contact the Prescription Drug Card Program Administrator identified in the General Plan Information section of this Plan.

EXHIBIT C

MEDICAL SCHEDULE OF BENEFITS – HDHP PLAN

	PARTICIPATING PROVIDERS	NON-PARTICIPATING PROVIDERS (Subject to Usual and Customary Charges)
LIFETIME MAXIMUM BENEFIT	Unlimited	
CALENDAR YEAR MAXIMUM BENEFIT	Unlimited	
CALENDAR YEAR DEDUCTIBLE		
Single	$3,000	$5,000
Family	$6,000	$10,000
CALENDAR YEAR OUT-OF-POCKET MAXIMUM (includes Deductible and Coinsurance – combined with Prescription Drug Card)		
Single	$7,000	$12,000
Family	$14,000	$24,000
MEDICAL BENEFITS		
Allergy Serums and Injections	80% after Deductible	60% after Deductible
Ambulance Services	80% after Deductible	Paid at Participating Provider level of benefits
Ambulatory Surgical Center	80% after Deductible	60% after Deductible
Birthing Center	80% after Deductible	60% after Deductible
Cardiac Rehab (Outpatient)	80% after Deductible	60% after Deductible
Calendar Year Maximum Benefit	36 days	
Chemotherapy (Outpatient- includes all related charges)	80% after Deductible	60% after Deductible
Chiropractic Care/Spinal Manipulation	80% after Deductible	60% after Deductible
Calendar Year Maximum Benefit	26 visits	
Cognitive Therapy (Outpatient)	80% after Deductible	60% after Deductible
Calendar Year Maximum Benefit combined with Respiratory/Pulmonary Therapy Maximum Benefit	20 days	
Diagnostic Testing, X-Ray and Lab Services (Outpatient)		
Diagnostic Testing, X-ray and Lab	80% after Deductible	60% after Deductible
Independent Lab	80%; Deductible waived	60% after Deductible
Diagnostic Colonoscopy	100%; Deductible waived	60% after Deductible
Diagnostic Mammogram	100%; Deductible waived	60% after Deductible

	PARTICIPATING PROVIDERS	NON-PARTICIPATING PROVIDERS (Subject to Usual and Customary Charges)
Advanced Imaging (MRI, MRA, CT and PET Scans, Bone Density, Scintimammography, Capsule Endoscopy, Nuclear Medicine)	80% after Deductible	60% after Deductible
Dialysis (Outpatient)	80% after Deductible	60% after Deductible
Durable Medical Equipment (DME)	80% after Deductible	60% after Deductible
Emergency Services/Emergency Room Services	80% after Deductible	Paid at Participating Provider level of benefits
Genetic Counseling	Paid based on place of service	60% after Deductible
Calendar Year Maximum Benefit	3 visits*	
*Visit limits do not apply for Mental Health and Substance Use Disorders.		
NOTE: Includes any item or service not otherwise covered under the preventive services provision.		
Hearing Aids	80% after Deductible	60% after Deductible
Maximum Benefit	1 aid per ear every 36 month period $3,000 per 36 month period	
Home Health Care	100%; Deductible waived	60% after Deductible
Calendar Year Maximum Benefit	100 visits*	
*Visit limits do not apply for Mental Health and Substance Use Disorders.		
Hospice Care	100%; Deductible waived	60% after Deductible
Hospice Bereavement Counseling	100%; Deductible waived	60% after Deductible
Hospital Expenses or Long-Term Acute Care Facility/Hospital (facility charges)		
Inpatient	80% after Deductible	60% after Deductible
Room and Board Allowance*	Semi-Private Room Rate*	Semi-Private Room Rate*
Intensive Care Unit	ICU/CCU Room Rate	ICU/CCU Room Rate
Miscellaneous Services & Supplies	80% after Deductible	60% after Deductible
Outpatient	80% after Deductible	60% after Deductible
* A private room will be considered eligible when Medically Necessary. Charges made by a Hospital having only single or private rooms will be considered at the least expensive rate for a single or private room.		
Infusion Therapy (Outpatient)	80% after Deductible	60% after Deductible
Maternity (non-facility charges)*		
Preventive Prenatal and Breastfeeding Support (other than lactation consultations)	100%; Deductible waived	60% after Deductible
Lactation Consultations	100%; Deductible waived	100%; Deductible waived
Initial Visit	100%; Deductible waived	60% after Deductible
All Other Prenatal, Delivery and Postnatal Care	80% after Deductible	60% after Deductible
* See Preventive Services under Eligible Medical Expenses for limitations.		
Mental Disorders and Substance Use Disorders		
Inpatient	80% after Deductible	60% after Deductible
Outpatient (includes Telemedicine)	80% after Deductible	60% after Deductible

	PARTICIPATING PROVIDERS	NON-PARTICIPATING PROVIDERS (Subject to Usual and Customary Charges)
NOTE: Emergency care (ambulance and Emergency Services/Room) will be paid the same as the benefits for ambulance services and Emergency Services/Room listed above in the Medical Schedule of Benefits, however, the Participating Provider level of benefits will always apply regardless of the provider utilized.		
Nutritional Counseling	Paid based on place of service	Paid based on place of service
Calendar Year Maximum Benefit	3 visits*	
*Visit limits do not apply for Diabetes or Mental Health and Substance Use Disorders.		
NOTE: Includes any item or service not otherwise covered under the preventive services provision.		
Occupational Therapy (OT) (Outpatient)	80% after Deductible	60% after Deductible
Calendar Year Maximum Benefit combined with PT Maximum Benefit	20 visits	
Physical Therapy (PT) (Outpatient)	80% after Deductible	60% after Deductible
Calendar Year Maximum Benefit combined with OT Maximum Benefit	20 visits	
Physician's Services		
Inpatient/Outpatient Services	80% after Deductible	60% after Deductible
Office Visits/Telemedicine	80% after Deductible	60% after Deductible
Physician Office Surgery	80% after Deductible	60% after Deductible
Teladoc	There is no cost to the member for this program	Not Applicable
Prescription Drugs/Injectables (not covered by the Prescription Drug Card Program)		
Office	100%; Deductible waived	60% after Deductible
Outpatient	80% after Deductible	60% after Deductible
Preventive Services and Routine Care		
Preventive Services (includes the office visit and any other eligible item or service received at the same time, whether billed at the same time or separately)	100%; Deductible waived	60% after Deductible
Routine Care (includes any routine care item or service not otherwise covered under the preventive services provision above)	100%; Deductible waived	60% after Deductible
Prosthetics	80% after Deductible	60% after Deductible
Radiation Therapy (Outpatient - includes all related charges)	80% after Deductible	60% after Deductible
Respiratory/Pulmonary Therapy (Outpatient)	80% after Deductible	60% after Deductible
Calendar Year Maximum Benefit combined with Cognitive Therapy Maximum Benefit	20 visits	

	PARTICIPATING PROVIDERS	NON-PARTICIPATING PROVIDERS (Subject to Usual and Customary Charges)
Second Surgical Opinion	80% after Deductible	60% after Deductible
Skilled Nursing Facility and Rehabilitation Facility	80% after Deductible	60% after Deductible
Combined Calendar Year Maximum Benefit	60 days	
Speech Therapy (ST) (Outpatient)	80% after Deductible	60% after Deductible
Calendar Year Maximum Benefit	20 visits	
Surgery (Facility, Miscellaneous and Professional fees) (Outpatient) (does not include Surgery in the Physician's office)	80% after Deductible	60% after Deductible
Transplants	80% after Deductible (Aetna IOE Program)* 60% after Deductible (All Other Network Providers)	60% after Deductible
* Please refer to the Aetna Institute of Excellence (IOE) Program section of this Plan for a more detailed description of this benefit, including travel and lodging maximums. Travel and lodging will be paid at 100% with no Deductible.		
NOTE: Cornea transplants performed by any provider are covered under the Plan as a separate benefit and paid the same as any other Illness.		
Urgent Care Facility	80% after Deductible	Paid at Participating Provider level of benefits
All Other Eligible Medical Expenses	80% after Deductible	60% after Deductible

EXHIBIT D

PRESCRIPTION DRUG SCHEDULE OF BENEFITS – HDHP PLAN

BENEFIT DESCRIPTION	PARTICIPATING PHARMACY	NON-PARTICIPATING PHARMACY
CALENDAR YEAR OUT-OF-POCKET MAXIMUM (includes Deductible and Copays – combined with major medical Out-of-Pocket)		
Single	$7,000	
Family	$14,000	
Retail Pharmacy: 31-day supply		
Generic Drug	80% after Deductible	60% after Deductible
Preferred Drug	80% after Deductible	60% after Deductible
Non-Preferred Drug	80% after Deductible	60% after Deductible
Preventive Drug (Prescription Drugs classified as a Preventive Drug by HHS)	100%; Deductible waived	100%; Deductible waived
Specialty Pharmacy Program	Not Covered	
Retail Pharmacy: 32-90-day supply		
Generic Drug	80% after Deductible	Not Covered
Preferred Drug	80% after Deductible	Not Covered
Non-Preferred Drug	80% after Deductible	Not Covered
Preventive Drug (Prescription Drugs classified as a Preventive Drug by HHS)	100% Deductible waived	Not Covered
Mail Order Pharmacy	Not Covered	

NOTE: Certain Prescription Drug classes are subject to Step Therapy. (See the Prescription Drug Card Program section for further details regarding Step Therapy.)

Mandatory Generic Program
The Plan requires that pharmacies dispense Generic Drugs when available. Should a Covered Person choose a Preferred or Non-Preferred Drug rather than the Generic equivalent, the Covered Person will also be responsible for the cost difference between the Generic and Preferred or Non-Preferred Drug, even if a DAW (Dispense As Written) is written by the prescribing Physician. The cost difference is not covered by the Plan and will not accumulate toward your Out-of-Pocket Maximum.

Preventive Drug means items which have been identified by the U.S. Department of Health and Human Services (HHS) as a preventive service. You may view the guidelines established by HHS by visiting the following website:

https://www.healthcare.gov/what-are-my-preventive-care-benefits

For a list of Preventive Drugs, contact the Prescription Drug Card Program Administrator identified in the General Plan Information section of this Plan.

AGENDA ITEM SUMMARY

ITEM SUMMARY:

Consider an agreement for Instrumentation and Controls support for FY24 from MR Systems, Sole Source, in the amount of $3,288.00. *Director of Water and Wastewater, Brandon Lewis, will address.*

SPECIAL CONSIDERATIONS OR CONCERNS:

This is an annual agreement that secures decreased hourly pricing, emergency response guarantee, and an 8-hour service call for SCADA systems back up service. MR Systems has been the only approved SCADA and I&C Integrator for all of the Water and Wastewater department construction projects and upgrades of existing SCADA and control systems. MR Systems has designed and installed these systems at all Water and Wastewater facilities in Griffin.

STAFF RECOMMENDATION:

Staff recommends approval.

FINANCIAL IMPACT:

FY24 budgeted funds in 505-4432-52-1300 SCADA Management line item for $7,200.00. This agreement is for $3,288.00.

Submitted By:
Brandon Lewis

Meeting Date:
13/06/2023

Reviewed By:
Jessica O'Connor

ATTACHMENTS:
FY24 MR Systems Service Agreement - Silver Level - Griffin GA - Signed by MR AJW.pdf
FY24 Sole Source - MR Systems.pdf

June 8, 2023

SILVER LEVEL

SERVICE AND PREVENTIVE MAINTENANCE AGREEMENT

In accordance with the provisions of this Agreement, preventive maintenance and repair services for instrumentation and controls, telemetry equipment and SCADA software and hardware will be provided by **MR Systems, LLC** for the **City of Griffin, GA**, hereinafter referred to as the **Customer**. This document and its attachments constitute the entire Agreement; no representations are made other that those contained herein.

Under this agreement, MR Systems, LLC is available to perform instrumentation and control system maintenance and repair services for all facilities and sites owned or maintained by the Customer.

A. Scheduled Instrumentation and Control System Services

1. Services Included in Monthly Billing

Included in this agreement is one (1), eight (8) hour visit per year to provide Data Doctor Service which consists of program backups for all SCADA computers, PLCs, RTU, controller and radios. If more time is required to complete this service, it will be charged to the Customer at the agreed upon rates below. An electronic copy of all backups will be provided to the customer and a second copy will be maintained offsite by MR Systems, LLC.

2. Additional Billable Services to be provided at the Customer's Request

MR Systems, LLC will furnish a Field Service Representative for two (2) service visits per year, one visit each six months to repair and keep in good working order the instrumentation and control systems owned by the Customer. Each trip will provide a minimum of two (2), eight (8) hour days of service time and will be charged to the Customer at the agreed upon rates below. The actual number of days and frequency of trips will be determined by the customer.

During each visit the Field Service Representative will perform repairs, calibrations, and preventive maintenance services as directed by the Customer's designated personnel. At the request of the Customer, additional service or repair time may be provided, and service trips may be canceled or shortened.

Training of customer personnel is offered in this agreement at a discounted rate. Some classes are two days in duration and some classes are three days in duration. Training classes are held regularly in MR Systems' Norcross, Georgia office. Hotel and meal expenses are provided by MR Systems. Travel to and from Norcross, Georgia is the Customer's responsibility.

B. Unscheduled Billable Service

Upon request by the Customer's designated personnel, MR Systems, LLC will provide a Field Service Representative, Software Engineer, or both if required, to perform repairs to damaged or faulty instrumentation, controls, and/or telemetry system equipment.

MR Systems, LLC will be "on call" 24 hours per day, 7 days per week, to receive calls for service from the Customer. MR Systems, LLC will respond to your calls for service within two (2) hours of receipt of your call.

Field service or software labor will be provided to assist you in correcting the following types of problems:

1. Perform repairs to failed or damaged instrumentation and control system hardware, telemetry equipment, and other equipment and devices as directed by the Customer's designated personnel.

2. Provide assistance to the Customer in making additions or modifications to the SCADA system and instrumentation and control system. This would include making applications software modifications as well as performing hardware (PLC, RTU, etc.) additions.

3. Provide periodic calibrations of process measurement equipment such as tank level transmitters, pressure transmitters, flow meters, DO analyzers, pH analyzers, etc. as directed by the Customer.

4. Provide assistance to the Customer with recovery of the system after SCADA system failures due to computer system hardware failures, software failures, RTU or PLC component failures, lightning, vandalism, floods, etc.

5. Provide labor and technical expertise to assist the Customer with the installation of new PLC equipment, process transmitters, radio equipment, or modifications to existing site instrumentation or other equipment.

6. Provide supplemental training for plant personnel on the HMI software product, PLC programming, instrumentation repairs or calibrations or other training relating to the overall SCADA and instrumentation system.

C. Emergency Service

Upon notification by the Customer that emergency service or emergency repairs are required, MR Systems, LLC will respond via phone within two (2) hours of receipt of your call.

D. Repair Parts and Instrument Repairs

When replacements of components or equipment are required, MR Systems, LLC would utilize spare parts from the Customer's parts inventory whenever possible. Service Reports, as described below, will include details of any spare parts used during service visits. This will allow you to replace your inventory as necessary.

Components or parts not in inventory would be obtained by MR Systems, LLC. Procurement of such parts would occur solely at the direction of the Customer. For those parts obtained by MR

Systems, LLC, we will invoice the Customer for the cost of such parts, plus a margin of 20%, plus shipping.

Repairs of circuit boards, instruments, or other electronic equipment will also be performed by MR Systems, LLC as directed by the Customer.

E. Service Reports

Following each service call, a detailed Service Report will be supplied to the Customer. This report will document any repairs performed, possible reason(s) for the problem(s), suggestions as to how future problems could be avoided, and an itemization of all labor and materials utilized to repair the problem.

F. Contact Personnel

The Customer's official contacts (i.e. individuals authorized to obligate Customer for service charges) are:

Contact Name	Phone Number	E-mail Address
Brandon Lewis	770-229-6424	blewis@cityofgriffin.com
Gibb Cotton	770-233-2929	gcotton@cityofgriffin.com
Mike Melton	678-692-0143	mmelton@cityofgriffin.com
Robert Clark	678-640-4034	rclark@cityofgriffin.com
Martha Drolet	770-233-2974	mdrolet@cityofgriffin.com
Ibn Shakir	470-497-3385	ishakir@cityofgriffin.com
Marrio Walker	770-229-6609	mswalker@cityofgriffin.com
Wally Brown	770-229-6608	wbrown@cityofgriffin.com

During normal business hours (8:00 A.M. to 5:00 P.M.), afterhours, holidays, and weekends calls for service should be made to MR Systems' Atlanta office, which is monitored 24 hours per day, at (678) 325-2800. Calls can also be directed to the MR Systems' personnel on the attached contact list.

G. Terms, Cancellation, Billings

The terms of this agreement may be renegotiated, modified, or canceled as agreed to by both parties.

This Service and Maintenance Agreement will begin upon receipt of a purchase order and will continue for a period of one (1) year. Either party may terminate this contract by giving written notice at least 30 days prior to the anniversary date of this agreement. It is further agreed that the contract price may be adjusted annually based on changes in our prevailing cost of labor as compared to such costs at the beginning of this agreement.

The hourly rates and monthly maintenance fees for this Service and Preventive Maintenance Agreement have been calculated based on the current prevailing labor rates. The rates are provided based on costs at the time of contract execution and will be subject to a 3% price escalation at each contract renewal during the term of this agreement.

Notice of an adjustment shall be given 45 days prior to contract expiration date.

Detailed service reports with itemized labor and materials reports shall be submitted with each billing where applicable. Applicable sales and use taxes will be added to the cost of billings for repair parts or materials supplied by MR Systems, LLC.

H. Charges

Under this Service and Maintenance Agreement, scheduled and unscheduled service calls and support will be billed as follows:

Expense	Cost
Project Management Labor	$169 per hour
Project Engineering Labor	$142 per hour
Electrical Design Labor	$139 per hour
Drafting Labor	$95 per hour
Engineering Aid Labor	$69 per hour
HMI Programming Labor	$164 per hour
Graphics Dev Labor	$95 per hour
PLC Programming Labor	$164 per hour
Manuf./Shop Labor	$109 per hour
Field Service Labor	$139 per hour
IT Labor	$225 per hour
Sales/Estimating Labor	$169 per hour
After Hours, Weekends, Holidays	1.5 times the Normal Rate
Travel (Mileage)	Current IRS Rate
On-Site Living	$150.00 per day
Supplies & Equipment	Actual Expense plus 20% Margin

Data Doctor Services	1 Day Included; Additional at Above Rate
Phone Support	2hrs/Month Included; Additional at Above Rate
Software & Hardware Training	Contact for pricing; Customer will receive discount*

* = Includes hotel and meal expenses. Travel expenses to and from Norcross, GA are not included. If the Customer sends three or more individuals to one class, there is a 15% discount.

I. Monthly Maintenance Fee

MR Systems, LLC will bill the Customer a monthly maintenance fee of **$274.00 per month** or **$3,288 annually** to cover MR Systems' costs for maintaining constant 24 hours per day, 7 days per week service support on your behalf. This fee includes 2 hours of telephone and remote diagnostics support each month to answer technical questions or provide other support services. This fee offsets the substantial reduction in labor rates between our "on-demand" service rates and the "contract" rates in effect under this agreement.

J. Liabilities

MR Systems, LLC will indemnify the Customer against any liability for expenses associated with repair of damage to property or persons when caused by the negligence of MR Systems, LLC.

Consequential Damages - MR Systems, LLC shall not be liable, in any event, for loss of anticipated profits, loss by reason of plant shut-down, non-operation, or increased expense of operation of other equipment, processes, or systems, or other incidental or consequential loss or damage of any nature arising from any cause whatsoever.

K. Authorizations

Accepted by City of Griffin, GA:

Name: _____

Signature: _____

Title: _____

Date: _____

Attested: _____

Jessica W. O'Connor, Secretary

Approved as to Form:

Andrew J. Whalen, III

Andrew J. Whalen III, City Attorney

Accepted by MR Systems, LLC:

Name: Thomas H. Hopkins, Jr.

Signature: 

Title: Sr. Vice President

Date: June 8, 2023

CITY OF GRIFFIN
FY24 SOLE BRAND/SOLE SOURCE/ SINGLE SOURCE JUSTIFICATION

Request Type and Details (select one)

○ **Sole Brand*** – The item(s) requested have unique performance features (branded) not found in other items but is available on the open market from multiple sources. OEM repair parts are considered sole brand and possibly sole source.

○ **Sole Source** – The item(s) requested has necessary features and **only one** supplier is capable of satisfying the requirements. A situation where a manufacturer has only one authorized distributor would be classified as sole source, such as parts only available from the manufacturer. Sole source justifications must be re-submitted annually.

◉ **Single Source** – The procurement is very similar in nature to Sole Source, although two or more suppliers can satisfy the requirements. The department has 'substantial reasons' for selecting one supplier. A good example would be an IT department buying standardized equipment from a single source for increased warranties and volume discounts or repair from a single authorized repair source.

Provide a description and identify the make/model of the item and quantity: SCADA and Controls/Instrumentation Services

Detail the research that has been done to qualify this for selected method of procurement:

Supplier/Source Name/Address: **MR Systems, LLC**

Supplier/Source Contact: **Heather Dudek** **Phone:** **678-325-2800**

Scope of Work: Provide description of purpose for the request and what other comparable options have evaluated. (Include brand name, model, and vendor name). Can the request be modified to allow for competition?

Silver level maintenance agreement which includes guarantee of 24/7 service support, 2 hours of telephone and remote diagnostics support each month. Offset of labor rates for on-demand services.

Is this a 1-time procurement? Estimated expenditure- one-time OR - annual spend 3,288

Exclusive Capability: Provide a detailed description of the goods/services needed and the proposed source's unique capabilities and/or performance of work and why this is the only source.

MR Systems has been the only approved SCADA and I&C integrator for all of the Water and Wastewater department construction projects and upgrades of existing SCADA and controls systems. MR Systems has designed and installed these systems at all Water and Wastewater facilities in Griffin.

Requestor Information

I hereby certify the validity of the information and feel confident this justification for sole brand / sole source meets the criteria and would withstand a vendor protest or an audit .

Date of Request:	7/1/2023	Requestor:	Brandon Lewis		
Department:	Watershed	Dept Accting Code:	505-4432-52-1300	Phone:	770-229-6424

Purchasing Use Only ⇓		**Finance Approval:**	
Comment:			
Date Processed:	Date Posted to GPR:	Solicitation #:	
Outcome:			
Awarded Sole Source:	Issued PO/Contract:	Competitive Bid:	Protests:

* Sole Brands are specific items that may be available on the open market from multiple dealers. Sole BRAND purchases may possibly be treated as a single source if properly justified. Standardization throughout the City (i.e. Dell technology purchased direct from Dell for volume discounts and Ford fleet vehicles purchased from Speedway for warranty and other reasons) would be examples of sole brands treated as single sources.

AGENDA ITEM SUMMARY

ITEM SUMMARY:

Consider renewal of agreement for services for water storage tank maintenance for FY24 from American Tank Maintenance in the amount of $118,291.04. *Director of Water and Wastewater, Brandon Lewis, will address.*

SPECIAL CONSIDERATIONS OR CONCERNS:

This service includes inspections and washouts once per quarter for 4 clearwells, 5 elevated water storage tanks, and one clarifier.

STAFF RECOMMENDATION:

Staff recommends approval.

FINANCIAL IMPACT:

FY24 budgeted funds in account 505-4431-52-2200 and 505-4432-52-2200 for $591,090.00. This agreement is for $118,291.04.

Submitted By:
Brandon Lewis

Meeting Date:
13/06/2023

Reviewed By:
Jessica O'Connor

ATTACHMENTS:
1.5M_Clearwell_Agreement_-_5-24-2017.pdf
3.0M_Clearwell_Agreement_-_5-24-2017.pdf
Open_Top_Clarifier_Agreement.pdf
SB_Clearwell_1.pdf
SB_Clearwell_2.pdf
American_Tank_Signed_2019-2029 (1).pdf
FY24 ATM Budget Letter - Griffin GA with AJW Sig.pdf

American Tank Maintenance

Limited Concrete Water Tank Maintenance Agreement

Tank Owner: City of Griffin

Tank Location: Buried Circular Clearwell at Harry Simmons Water Plant

Tank Size and Style: 1,500,000 Gallons - Concrete

This agreement entered into by and between the City of Griffin hereinafter known as the Owner, and American Tank Maintenance, LLC hereinafter known as the Company.

The Owner agrees to employ the Company to provide the professional services needed to maintain its 1,500,000 gallon water storage tank located at Circular Clearwell at Harry Simmons Water Plant.

This agreement outlines the Company's responsibility and accountability for the care and maintenance of the above referenced water storage tank. The Company's care and maintenance shall include the following:

The Company shall furnish all specialized services including engineering and inspection services necessary to washout and inspect this tank during the term of this agreement.

The Company shall schedule and coordinate a washout inspection of the water storage tank every three years (once in a three year period) with the Owner beginning in Contract Year 2. The Owner is responsible for draining the water storage tank. The Company shall clean the water storage tank of all mud, silt, and other accumulations which may be harmful to the water storage tank and/or its contents. The Company shall utilize high pressure equipment to perform this operation. Upon cleaning the water storage tank the Company shall inspect and document the condition as outlined in the preceding paragraph. Once the cleaning and inspection services are completed the Company shall disinfect the interior surfaces of the water storage tank utilizing AWWA Spray Method #2. A written report of the documented findings including photographs shall be made available to the Owner via mail or electronically.

The Company shall perform all services which shall be equal to, or exceed the standards of the State of Georgia and the American Water Works Association.

If the Owner needs and requests, then the Company shall provide pressure relief valves to the Owner for the Owner's use during service events which require the water storage tank to be drained.

The Owner shall have the right to continue this agreement for an indefinite period of time providing that the annual fee is paid in accordance with the terms of this agreement. The Owner shall have the right to terminate this agreement by sending written notice to American Tank Maintenance, LLC, PO Box 130, Warthen, GA 31094. The Owner's right to termination shall be subject to any agreement provisions incorporated herein.

The Company shall maintain and furnish current certificates of insurance coverage to the Owner during the duration of this agreement.

This agreement shall be managed by "Contract Years". "Contract Years" shall be defined as the consecutive 12 month periods beginning July 1, 2017. The annual fee for Contract Years 1,2, & 3 shall be $3,450.00 per year. The annual fee for Contract Year 4 shall be $3,761.00. The annual fee for Contract Year 4 shall remain constant for three consecutive Contract Years. The annual fee for Contract Year 7 shall be adjusted to reflect the current cost of service. The adjustment to annual fees shall be limited to a maximum of 4% annually. Any applicable taxes shall be the responsibility of the Owner.

The first annual fee for Contract Year 1 shall be due and payable in quarterly installments beginning July 1, 2017. The annual fee for Contract Year 2 shall be due and payable in quarterly installments beginning July 1, 2018. Each subsequent annual fee shall be due and payable in quarterly installments beginning each subsequent July 1st.

The Owner and the Company agree that any future mandated environmental, health or safety requirements which cause significant changes in cost of services provided under this agreement shall be cause for modification of this agreement. The Company is accepting this water storage tank under this agreement based on the current existing structure, components, location and surroundings. Any modification to the water storage tank, including antenna installations, and changes in surroundings especially real estate development shall be cause for modification of this agreement. This agreement does not include the cost for and/or liability on the part of the Company for: containment, removal and/or disposal of any hazardous waste materials, painting, repairs, operational problems due to cold weather, Acts of God, structural damage due to antenna installations or other attachments for which the tanks was not originally designed, repairs to the foundation of the water storage tank, operational or structural problems caused by physical conditions below the surface of the ground, acts of terrorism, or other conditions which are beyond the Owner's and/or Company's control.

The Company reserves the right to assign any outstanding receivables from this agreement to its bank or other lending institution as collateral for any loans or lines of credit.

This Agreement is signed this 1st day of July, 2017.

Owner: CITY OF GRIFFIN

By: _____

Witness: Michelle Haynes

American Tank Maintenance, LLC

By: _____ - Pres

Witness: _____

The above signatories certify that they are duly authorized to sign the Agreement on behalf of the entities represented.

American Tank Maintenance

Limited Concrete Water Tank Maintenance Agreement

Tank Owner: City of Griffin

Tank Location: Buried Rectangular Clearwell at Harry Simmons Water Plant

Tank Size and Style: 3,000,000 Gallons - Concrete

This agreement entered into by and between the City of Griffin hereinafter known as the Owner, and American Tank Maintenance, LLC hereinafter known as the Company.

The Owner agrees to employ the Company to provide the professional services needed to maintain its 3,000,000 gallon water storage tank located at Rectangular Clearwell at Harry Simmons Water Plant.

This agreement outlines the Company's responsibility and accountability for the care and maintenance of the above referenced water storage tank. The Company's care and maintenance shall include the following:

The Company shall furnish all specialized services including engineering and inspection services necessary to washout and inspect this tank during the term of this agreement.

The Company shall schedule and coordinate a washout inspection of the water storage tank every three years (once in a three year period) with the Owner beginning in Contract Year 1. The Owner is responsible for draining the water storage tank. The Company shall clean the water storage tank of all mud, silt, and other accumulations which may be harmful to the water storage tank and/or its contents. The Company shall utilize high pressure equipment to perform this operation. Upon cleaning the water storage tank the Company shall inspect and document the condition as outlined in the preceding paragraph. Once the cleaning and inspection services are completed the Company shall disinfect the interior surfaces of the water storage tank utilizing AWWA Spray Method #2. A written report of the documented findings including photographs shall be made available to the Owner via mail or electronically.

The Company shall perform all services which shall be equal to, or exceed the standards of the State of Georgia and the American Water Works Association.

If the Owner needs and requests, then the Company shall provide pressure relief valves to the Owner for the Owner's use during service events which require the water storage tank to be drained.

The Owner shall have the right to continue this agreement for an indefinite period of time providing that the annual fee is paid in accordance with the terms of this agreement. The Owner shall have the right to terminate this agreement by sending written notice to American Tank Maintenance, LLC, PO Box 130, Warthen, GA 31094. The Owner's right to termination shall be subject to any agreement provisions incorporated herein.

The Company shall maintain and furnish current certificates of insurance coverage to the Owner during the duration of this agreement.

This agreement shall be managed by "Contract Years". "Contract Years" shall be defined as the consecutive 12 month periods beginning July 1, 2017. The annual fee for Contract Years 1,2, & 3 shall be $3,450.00 per year. The annual fee for Contract Year 4 shall be $3,761.00. The annual fee for Contract Year 4 shall remain constant for three consecutive Contract Years. The annual fee for Contract Year 7 shall be adjusted to reflect the current cost of service. The adjustment to annual fees shall be limited to a maximum of 4% annually. Any applicable taxes shall be the responsibility of the Owner.

The first annual fee for Contract Year 1 shall be due and payable in quarterly installments beginning July 1, 2017. The annual fee for Contract Year 2 shall be due and payable in quarterly installments beginning July 1, 2018. Each subsequent annual fee shall be due and payable in quarterly installments beginning each subsequent July 1st.

The Owner and the Company agree that any future mandated environmental, health or safety requirements which cause significant changes in cost of services provided under this agreement shall be cause for modification of this agreement. The Company is accepting this water storage tank under this agreement based on the current existing structure, components, location and surroundings. Any modification to the water storage tank, including antenna installations, and changes in surroundings especially real estate development shall be cause for modification of this agreement. This agreement does not include the cost for and/or liability on the part of the Company for: containment, removal and/or disposal of any hazardous waste materials, painting, repairs, operational problems due to cold weather, Acts of God, structural damage due to antenna installations or other attachments for which the tanks was not originally designed, repairs to the foundation of the water storage tank, operational or structural problems caused by physical conditions below the surface of the ground, acts of terrorism, or other conditions which are beyond the Owner's and/or Company's control.

The Company reserves the right to assign any outstanding receivables from this agreement to its bank or other lending institution as collateral for any loans or lines of credit.

This Agreement is signed this 1ST day of July, 2017.

Owner:
CITY OF GRIFFIN

By: _____

Witness: Michelle Haynes

American Tank Maintenance, LLC

_____

By: _____ - Pres

Witness: _____

The above signatories certify that they are duly authorized to sign the Agreement on behalf of the entities represented.

American Tank Maintenance

Water Tank Maintenance Agreement

Tank Owner: City of Griffin

Tank Location: Harry Simmons Water Plant

Tank Size and Style: 825,000 Gallon - Open Top Clarifier

This agreement entered into by and between the City of Griffin hereinafter known as the Owner, and American Tank Maintenance, LLC hereinafter known as the Company.

The Owner agrees to employ the Company to provide the professional services needed to maintain its 825,000 gallon water storage tank located at the Harry Simmons Water Plant – Open Top Clarifier.

This agreement outlines the Company's responsibility and accountability for the care and maintenance of the above referenced water storage tank. The Company's care and maintenance shall include the following:

The Company shall furnish all specialized services including engineering and inspection services necessary to maintain and care for the water storage tank during the term of this agreement. Maintenance and care shall include: visual inspections, exterior and interior painting, touch up painting.

The Company shall perform annual inspections and service the water storage tank beginning in Contract Year 2. The water storage tank and it's components including the safety, sanitary, structure, security and coatings aspects of the water storage tank shall be inspected and the findings documented to ensure that the water storage tank is in a sound and watertight condition.

The Company shall perform surface preparation and paint the exterior and/or interior surfaces of the water storage tank at such time as needed. The need for exterior painting shall be determined by the appearance and protective condition of the existing coating system and the Company shall use the same color of the existing coating system. The need for interior painting shall be determined by the thickness of the existing coating system and its protective condition.

The Company shall perform all services and utilize products which shall be equal to, or exceed the standards of the State of Georgia, the American Water Works Association, and the Steel Structures Painting Council. The Company shall perform all services relating to the interior of the water storage tank in accordance with procedures outlined in American Water Works Association D-102 standards.

The Company shall utilize coating systems which best suit the site conditions, environment, and general location of the water storage tank and are in compliance with local, state and federal statutes.

The Company shall provide emergency service to handle any problems covered by this agreement with the water storage tank. Reasonable mobilization time shall be acceptable to the Owner.

If the Owner needs and requests, then the Company shall provide pressure relief valves to the Owner for the Owner's use during service events which require the water storage tank to be drained.

The Owner shall have the right to continue this agreement for an indefinite period of time providing that the annual fee is paid in accordance with the terms of this agreement. The Owner shall have the right to terminate this agreement by sending written notice to American Tank Maintenance, LLC, PO Box 130, Warthen, GA 31094. The Owner's right to termination shall be subject to any agreement provisions incorporated herein.

The Company shall maintain and furnish current certificates of insurance coverage to the Owner during the duration of this agreement.

This agreement shall be managed by "Contract Years". "Contract Years" shall be defined as the consecutive 12 month periods beginning July 1, 2017. The annual fee for Contract Years 1, 2, & 3 shall be $37,259.00 per year. The annual fee for Contract Year 4 shall be $10,762.00. The annual fee for Contract Year 4 shall remain constant for three consecutive Contract Years. The annual fee for Contract Year 7 shall be adjusted to reflect the current cost of service. The adjustment to annual fees shall be limited to a maximum of 4% annually. Any applicable taxes shall be the responsibility of the Owner.

This water storage tank shall receive an exterior and interior renovation prior to the end of Contract Year 1. The first annual fee for Contract Year 1 shall be due and payable in quarterly installments beginning July 1, 2017. The annual fee for Contract Year 2 shall be due and payable in quarterly installments beginning July 1, 2018. Each subsequent annual fee shall be due and payable in quarterly installments beginning each subsequent July 1st. Should the Owner elect to terminate this agreement prior to remitting all of the first 3 annual fees then the balance of the first 3 annual fees shall be due and payable within thirty (30) days of notice to terminate.

The Owner and the Company agree that any future mandated environmental, health or safety requirements which cause significant changes in cost of services provided under this agreement shall be cause for modification of this agreement. The Company is accepting this water storage tank under this agreement based on the current existing structure, components, location and surroundings. Any modification to the water storage tank, including antenna installations, and changes in surroundings especially real estate development shall be cause for modification of this agreement. This agreement does not include the cost for and/or liability on the part of the Company for: any moving or mechanical parts, any electrical wiring or components, pumps, motors, conduit, containment, removal and/or disposal of any hazardous waste materials, operational problems due to cold weather, Acts of God, structural damage due to antenna installations or other attachments for which the tanks was not originally designed, repairs to the foundation of the water storage tank, operational or structural problems caused by physical

conditions below the surface of the ground, acts of terrorism, or other conditions which are beyond the Owner's and/or Company's control.

The Company reserves the right to assign any outstanding receivables from this agreement to its bank or other lending institution as collateral for any loans or lines of credit.

This Agreement is signed this 1ST day of July, 2017.

Owner:

CITY OF GRIFFIN

By: _____

Witness: _____

American Tank Maintenance, LLC

By: _____ - Pres

Witness: _____

The above signatories certify that they are duly authorized to sign the Agreement on behalf of the entities represented.

APPROVED AS TO FORM

THIS 25TH DAY OF May 2017

BY: _____

CITY ATTORNEY

American Tank Maintenance

Limited Concrete Water Tank Maintenance Agreement

Tank Owner: City of Griffin

Tank Location: Still Branch Concrete Clearwell Tank #1

Tank Size and Style: 1,000,000 Gallon Concrete

The Owner shall have the right to continue this agreement for an indefinite period of time providing that the annual fee is paid in accordance with the terms of this agreement. The Owner shall have the right to terminate this agreement by sending written notice to American Tank Maintenance, LLC, PO Box 130, Warthen, GA 31094. The Owner's right to termination shall be subject to any agreement provisions incorporated herein.

The Company shall maintain and furnish current certificates of insurance coverage to the Owner during the duration of this agreement.

This agreement shall be managed by "Contract Years". "Contract Years" shall be defined as the consecutive 12 month periods beginning July 1, 2016 and each subsequent 12 month period. The annual fee for Contract Years 1, 2, & 3 shall be $2,250.00 per year. The annual fee for Contract Year 4 shall be adjusted to reflect the current cost of service. The adjustment to annual fees shall be limited to a maximum of 4% annually. Any applicable taxes shall be the responsibility of the Owner.

The first annual fee for Contract Year 1 shall be due and payable in quarterly installments beginning July 1, 2016. The annual fee for Contract Year 2 shall be due and payable in quarterly installments beginning July 1, 2017. Each subsequent annual fee shall be due and payable in quarterly installments beginning each subsequent July 1st.

The Owner and the Company agree that any future mandated environmental, health or safety requirements which cause significant changes in cost of services provided under this agreement shall be cause for modification of this agreement. The Company is accepting this water storage tank under this agreement based on the current existing structure, components, location and surroundings. Any modification to the water storage tank, including antenna installations, and changes in surroundings especially real estate development shall be cause for modification of this agreement. This agreement does not include the cost for and/or liability on the part of the Company for: interior or exterior painting or coating, structural issues of any kind, containment or disposal of any hazardous waste materials, operational problems due to cold weather, Acts of God, structural damage due to antenna installations or other attachments for which the tanks was not originally designed, repairs to the foundation of the water storage tank, operational or structural problems caused by physical conditions below the surface of the ground, acts of terrorism, or other conditions which are beyond the Owner's and/or Company's control.

This agreement entered into by and between the City of Griffin hereinafter known as the Owner, and American Tank Maintenance, LLC hereinafter known as the Company.

The Owner agrees to employ the Company to provide the professional services needed to maintain its 1,000,000 gallon water storage tank located at Still Branch Concrete Clearwell Tank #1.

This agreement outlines the Company's responsibility and accountability for the care and maintenance of the above referenced water storage tank. The Company's care and maintenance shall include the following:

The Company shall furnish all specialized services necessary to inspect, washout and disinfect this tank during the term of this agreement.

The Company shall perform annual inspections and service the water storage tank beginning in Contract Year 2. The water storage tank and it's components including the safety, sanitary, structure, security and coatings aspects of the water storage tank shall be inspected and the findings documented to ensure that the water storage tank is in a sound and watertight condition.

The Company shall schedule and coordinate a washout inspection of the water storage tank every three years with the Owner beginning in Contract Year 1. The Owner is responsible for draining the water storage tank. The Company shall clean the water storage tank of all mud, silt, and other accumulations which may be harmful to the water storage tank and/or its contents. The Company shall utilize high pressure equipment to perform this operation. Upon cleaning the water storage tank the Company shall inspect and document the condition as outlined in the preceding paragraph. Once the cleaning and inspection services are completed the Company shall disinfect the interior surfaces of the water storage tank utilizing AWWA Spray Method #2. A written report of the documented findings including photographs shall be made available to the Owner via mail or electronically.

The Company shall perform all services and utilize products which shall be equal to, or exceed the standards of the State of Georgia and American Water Works Association.

If the Owner needs and requests, then the Company shall provide pressure relief valves to the Owner for the Owner's use during service events which require the water storage tank to be drained.

The Company reserves the right to assign any outstanding receivables from this agreement to its bank or other lending institution as collateral for any loans or lines of credit.

This Agreement is signed this 14th day of June, 2016.

Owner:

By: Dick Morrow
Chairman

Witness: Teresa A. Watson

American Tank Maintenance, LLC

By:

Witness:

The above signatories certify that they are duly authorized to sign the Agreement on behalf of the entities represented.

APPROVED AS TO FORM

THIS 11th DAY OF May, 2016

BY:

CITY ATTORNEY

American Tank Maintenance

Limited Concrete Water Tank Maintenance Agreement

Tank Owner: City of Griffin

Tank Location: Still Branch Concrete Clearwell Tank #2

Tank Size and Style: 1,000,000 Gallon Concrete

This agreement entered into by and between the City of Griffin hereinafter known as the Owner, and American Tank Maintenance, LLC hereinafter known as the Company.

The Owner agrees to employ the Company to provide the professional services needed to maintain its 1,000,000 gallon water storage tank located at Still Branch Concrete Clearwell Tank #2.

This agreement outlines the Company's responsibility and accountability for the care and maintenance of the above referenced water storage tank. The Company's care and maintenance shall include the following:

The Company shall furnish all specialized services necessary to inspect, washout and disinfect this tank during the term of this agreement.

The Company shall perform annual inspections and service the water storage tank beginning in Contract Year 1. The water storage tank and it's components including the safety, sanitary, structure, security and coatings aspects of the water storage tank shall be inspected and the findings documented to ensure that the water storage tank is in a sound and watertight condition.

The Company shall schedule and coordinate a washout inspection of the water storage tank every three years with the Owner beginning in Contract Year 2. The Owner is responsible for draining the water storage tank. The Company shall clean the water storage tank of all mud, silt, and other accumulations which may be harmful to the water storage tank and/or its contents. The Company shall utilize high pressure equipment to perform this operation. Upon cleaning the water storage tank the Company shall inspect and document the condition as outlined in the preceding paragraph. Once the cleaning and inspection services are completed the Company shall disinfect the interior surfaces of the water storage tank utilizing AWWA Spray Method #2. A written report of the documented findings including photographs shall be made available to the Owner via mail or electronically.

The Company shall perform all services and utilize products which shall be equal to, or exceed the standards of the State of Georgia and American Water Works Association.

If the Owner needs and requests, then the Company shall provide pressure relief valves to the Owner for the Owner's use during service events which require the water storage tank to be drained.

The Owner shall have the right to continue this agreement for an indefinite period of time providing that the annual fee is paid in accordance with the terms of this agreement. The Owner shall have the right to terminate this agreement by sending written notice to American Tank Maintenance, LLC, PO Box 130, Warthen, GA 31094. The Owner's right to termination shall be subject to any agreement provisions incorporated herein.

The Company shall maintain and furnish current certificates of insurance coverage to the Owner during the duration of this agreement.

This agreement shall be managed by "Contract Years". "Contract Years" shall be defined as the consecutive 12 month periods beginning July 1, 2016 and each subsequent 12 month period. The annual fee for Contract Years 1, 2, & 3 shall be $2,250.00 per year. The annual fee for Contract Year 4 shall be adjusted to reflect the current cost of service. The adjustment to annual fees shall be limited to a maximum of 4% annually. Any applicable taxes shall be the responsibility of the Owner.

The first annual fee for Contract Year 1 shall be due and payable in quarterly installments beginning July 1, 2016. The annual fee for Contract Year 2 shall be due and payable in quarterly installments beginning July 1, 2017. Each subsequent annual fee shall be due and payable in quarterly installments beginning each subsequent July 1st.

The Owner and the Company agree that any future mandated environmental, health or safety requirements which cause significant changes in cost of services provided under this agreement shall be cause for modification of this agreement. The Company is accepting this water storage tank under this agreement based on the current existing structure, components, location and surroundings. Any modification to the water storage tank, including antenna installations, and changes in surroundings especially real estate development shall be cause for modification of this agreement. This agreement does not include the cost for and/or liability on the part of the Company for: interior or exterior painting or coating, structural issues of any kind, containment or disposal of any hazardous waste materials, operational problems due to cold weather, Acts of God, structural damage due to antenna installations or other attachments for which the tanks was not originally designed, repairs to the foundation of the water storage tank, operational or structural problems caused by physical conditions below the surface of the ground, acts of terrorism, or other conditions which are beyond the Owner's and/or Company's control.

The Company reserves the right to assign any outstanding receivables from this agreement to its bank or other lending institution as collateral for any loans or lines of credit.

This Agreement is signed this 14th day of June, 2016.

Owner:

Dick Morrow

By: Dick Morrow
Chairman

Witness: Teresa A. Watson

American Tank Maintenance, LLC

By:

Witness:

The above signatories certify that they are duly authorized to sign the Agreement on behalf of the entities represented.

APPROVED AS TO FORM
THIS 11th DAY OF May, 2016
BY:
CITY ATTORNEY

American Tank Maintenance

Water Tank Maintenance Agreement

Tank Owner: City of Griffin

Tank Location: Five (5) Various Tanks

Tank Size and Style: Various Sizes & Styles

This agreement entered into by and between the City of Griffin hereinafter known as the Owner, and American Tank Maintenance, LLC hereinafter known as the Company.

The Owner agrees to employ the Company to provide the professional services needed to maintain its five (5) various water storage tanks as identified in the attached Schedules "A" & "B".

This agreement outlines the Company's responsibility and accountability for the care and maintenance of the above referenced water storage tanks. The Company's care and maintenance shall include the following:

The Company shall furnish all specialized services including engineering and inspection services necessary to maintain and care for the water storage tanks during the term of this agreement. Maintenance and care shall include: steel replacement, steel components, expansion joints, water level indicators, manhole covers and/or gaskets, and other components of the water storage tanks.

The Company shall perform annual visual inspections and service the water storage tanks beginning as identified in Schedule "A". The water storage tank and it's components including the safety, sanitary, structure, security and coatings aspects of the water storage tank shall be inspected and the findings documented to ensure that the water storage tank is in a sound and watertight condition.

The Company shall schedule and coordinate a washout inspection of the water storage tanks every two years with the Owner beginning as identified in Schedule "A". The Owner is responsible for draining the water storage tanks. The Company shall clean the water storage tanks of all mud, silt, and other accumulations which may be harmful to the water storage tanks and/or its contents. The Company shall utilize high pressure equipment to perform this operation. Upon cleaning the water storage tanks the Company shall inspect and document the condition as outlined in the preceding paragraph. Once the cleaning and inspection services are completed the Company shall disinfect the interior surfaces of the water storage tank utilizing AWWA Spray Method #2. A written report of the documented findings including photographs shall be made available to the Owner via mail or electronically.

The Company shall perform surface preparation and paint the exterior and/or interior surfaces of the water storage tanks at such time as needed. The need for exterior painting shall be determined by the appearance and protective condition of the existing coating system and the Company shall use the same color of the existing coating system. The need for interior painting shall be determined by the thickness of the existing coating system and its protective condition.

The Company shall perform all services and utilize products which shall be equal to, or exceed the standards of the State of Georgia, the American Water Works Association, and the Steel Structures Painting Council. The Company shall perform all services relating to the interior of

the water storage tanks in accordance with procedures outlined in American Water Works Association D-102 standards.

The Company shall utilize coating systems which best suit the site conditions, environment, and general location of the water storage tank and are in compliance with local, state and federal statutes.

The Company shall maintain an anti-climb deterrent device on the access ladder to deter unauthorized access to the water storage tanks. The Company shall install and maintain locks on all hatches of the water storage tank to deter unauthorized entry. The keys to the locks shall remain in the possession of the Owner and the Company.

The Company shall provide emergency service to handle any problems covered by this agreement with the water storage tanks. Reasonable mobilization time shall be acceptable to the Owner.

If the Owner needs and requests, then the Company shall provide pressure relief valves to the Owner for the Owner's use during service events which require the water storage tanks to be drained.

The Owner shall have the right to continue this agreement for an indefinite period of time providing that the annual fee is paid in accordance with the terms of this agreement. The Owner shall have the right to terminate this agreement by sending written notice to American Tank Maintenance, LLC, PO Box 130, Warthen, GA 31094. The Owner's right to termination shall be subject to any agreement provisions incorporated herein.

The Company shall maintain and furnish current certificates of insurance coverage to the Owner during the duration of this agreement.

This agreement shall be managed by "Contract Years". "Contract Years" shall be defined as the consecutive 12 month periods beginning July 1, 2019. However this agreement shall become effective from date of signature until July 1, 2019 at no cost to Owner. The annual fee for Contract Years 1-10 shall be as identified in Schedule "B". The annual fee for Contract Year 11 shall be adjusted to reflect the current cost of service. The adjustment to annual fees shall be limited to a maximum of 4% annually. Any applicable taxes shall be the responsibility of the Owner.

The first annual fee for Contract Year 1 shall be due and payable in quarterly installments beginning July 1, 2019. The annual fee for Contract Year 2 shall be due and payable in quarterly installments beginning July 1, 2020. Each subsequent annual fee shall be due and payable in quarterly installments beginning each subsequent July 1st.

The Owner and the Company agree that any future mandated environmental, health or safety requirements which cause significant changes in cost of services provided under this agreement shall be cause for modification of this agreement. The Company is accepting this water storage tank under this agreement based on the current existing structure, components, location and surroundings. Any modification to the water storage tank, including antenna installations, and changes in surroundings especially real estate development shall be cause for modification of this agreement. This agreement does not include the cost for and/or liability on the part of the Company for: containment, removal and/or disposal of any hazardous waste materials, electrical wiring or components, operational problems due to cold weather, Acts of God, structural damage due to antenna installations or other attachments for which the tanks was not originally designed, repairs to the foundation of the water storage tank, operational or structural problems caused by physical conditions below the surface of the ground, acts of terrorism, or other conditions which are beyond the Owner's and/or Company's control.

The Company reserves the right to assign any outstanding receivables from this agreement to its bank or other lending institution as collateral for any loans or lines of credit.

This Agreement is signed this 11th day of June, 2019.

Owner:

City of Griffin, GA.

By: Cynthia R Ward
Cynthia Reid-Ward
Chairperson

Attest:
Witness:
Keavy L. Smith
Secretary

(SEAL)

American Tank Maintenance, LLC

By:

Witness:

The above signatories certify that they are duly authorized to sign the Agreement on behalf of the entities represented.

APPROVED AS TO FORM
THIS 16th DAY OF May, 2019
BY:
CITY ATTORNEY

Schedule "A"

Initial Inspection Schedule

	Year 1	Year 2
535STP - Water Plant	Visual Inspection	Washout Inspection
50KGE - Water Plant	Washout Inspection	Visual Inspection
1M - E - Coca Cola	Washout Inspection	Visual Inspection
1M - E - Industrial Park	Washout Inspection	Visual Inspection
1M - E - By Pass	Visual Inspection	Washout Inspection

Schedule "B"

Annual Fees Year 1 – 10

	Year 1	Year 2	Year 3	Year 4	Year 5	Year 6	Year 7	Year 8	Year 9	Year 10
535STP - Water Plant	$ 10,250	$ 10,250	$ 10,250	$ 10,865	$ 10,865	$ 10,865	$ 11,517	$ 11,517	$ 11,517	$ 12,208
50KGE - Water Plant	$ 7,750	$ 7,750	$ 7,750	$ 8,215	$ 8,215	$ 8,215	$ 8,708	$ 8,708	$ 8,708	$ 9,230
1M - E - Coca Cola	$ 23,250	$ 23,250	$ 23,250	$ 24,645	$ 24,645	$ 24,645	$ 26,124	$ 26,124	$ 26,124	$ 27,691
1M - E - Industrial Park	$ 23,250	$ 23,250	$ 23,250	$ 24,645	$ 24,645	$ 24,645	$ 26,124	$ 26,124	$ 26,124	$ 27,691
1M - E - By Pass	$ 23,250	$ 23,250	$ 23,250	$ 24,645	$ 24,645	$ 24,645	$ 26,124	$ 26,124	$ 26,124	$ 27,691
Total	$ 87,750	$ 87,750	$ 87,750	$ 93,015	$ 93,015	$ 93,015	$ 98,597	$ 98,597	$ 98,597	$ 104,511

119 Warthen Lane, Suite B, Warthen, GA 31094
Mailing Address: PO Box 130, Warthen, GA 31094
1-800-418-6099

Brandon Lewis
City of Griffin
P.O. Box T
Griffin, GA 30224

December 2, 2022

Brandon,

Brant would always ask me for budget numbers in December of each year.
The following is the billing the City of Griffin through April of 2024.

City of Griffin

Billing Period	2023-01	2023-04	2023-07	2023-10	2024-01	2024-04
Limited MP - 1.5M Buried Circular Clearwell - Harry Simmons	$ 940.25	$ 940.25	$ 1,024.87	$ 1,024.87	$ 1,024.87	$ 1,024.87
Limited MP - 1M - Concrete - Still Branch Clearwell #1	$ 668.31	$ 668.31	$ 668.31	$ 668.31	$ 668.31	$ 668.31
Limited MP - 1M - Concrete - Still Branch Clearwell #2	$ 668.31	$ 668.31	$ 668.31	$ 668.31	$ 668.31	$ 668.31
Limited MP - 3.0M Buried Rectangular Clearwell - Harry Simmons	$ 940.25	$ 940.25	$ 1,024.87	$ 1,024.87	$ 1,024.87	$ 1,024.87
MP - 1M - E - Bypass Tank	$ 6,161.25	$ 6,161.25	$ 6,161.25	$ 6,161.25	$ 6,161.25	$ 6,161.25
MP - 1M - E - Coca Cola Tank	$ 6,161.25	$ 6,161.25	$ 6,161.25	$ 6,161.25	$ 6,161.25	$ 6,161.25
MP - 1M - E - Industrial Park Tank	$ 6,161.25	$ 6,161.25	$ 6,161.25	$ 6,161.25	$ 6,161.25	$ 6,161.25
MP - 50KGE - Water Plant Elevated	$ 2,053.75	$ 2,053.75	$ 2,053.75	$ 2,053.75	$ 2,053.75	$ 2,053.75
MP - 535STP - Water Plant Standpipe	$ 2,716.25	$ 2,716.25	$ 2,716.25	$ 2,716.25	$ 2,716.25	$ 2,716.25
URMP - 825K - Open Top Clarifier - Harry Simmons	$ 2,690.50	$ 2,690.50	$ 2,932.65	$ 2,932.65	$ 2,932.65	$ 2,932.65
Grand Total	**$29,161.37**	**$29,161.37**	**$29,572.76**	**$29,572.76**	**$29,572.76**	**$29,572.76**

Should you have any questions just give me a call.

Best Regards,

Mike

Mike Lewis
President

Approved as to form:

Andrew J. Whalen, III
City Attorney

AGENDA ITEM SUMMARY

ITEM SUMMARY:

Consider services for water distribution system valve and hydrant testing and maintenance from Wachs Water Services, Sole Source, in the amount of $58,809.00. *Director of Water and Wastewater, Brandon Lewis, will address.*

SPECIAL CONSIDERATIONS OR CONCERNS:

This is for year 4 of a 5 year valve and hydrant maintenance plan. One fifth of the City's distribution system valves and hydrants will be exercised and tested with this agreement. Regular exercising and testing of our valves and hydrants insures that they operate when a water main break occurs or a fire suppression need arises.

STAFF RECOMMENDATION:

Staff recommends approval.

FINANCIAL IMPACT:

FY24 budgeted funds in account 505-4440-52-1300 in the amount of $67,500.00. This agreement is for $58,809.00.

Submitted By:
Brandon Lewis

Meeting Date:
13/06/2023

Reviewed By:
Jessica O'Connor

ATTACHMENTS:
Wachs with AJW sig.pdf

May 31, 2023

City of Griffin, GA
Mr. Brandon Lewis
Director – Watershed Management
100 S Hill Street
Griffin, GA 30223
blewis@cityofgriffin.com
delivered via email

RE: City of Griffin Multi-Year Valve and Hydrant Condition Assessment Program, Year 4 of 5

Mr. Lewis:

Thank you once again for the opportunity to submit a proposal for our field services for a Multi-Year Valve and Hydrant Condition Assessment Program.

Overview

Wachs Water Services (WWS) will provide the City of Griffin with valve and hydrant condition assessment services, light repairs and GPS (for productivity tracking) to perform condition assessment services on an estimated 2,760 1" – 30" valves and 1,548 fire hydrants over a five-year period. 552 valves represent approximately one-fifth of the approximately 2,760 total in-line valves within the City of Griffin distribution system. 310 fire hydrants represent one-fifth of the approximately 1,548 hydrants throughout the City of Griffin distribution system. The initial term of the contract shall be one year and automatically extended annually for an additional year unless either party gives written notice to the other of its desire to end the agreement 60 days before its expiration. The contractor reserves the right to increase base pricing 2% every two years with 60 days' notice.

The initial term of the contract shall be fiscal year 2023-2024

Fiscal Year 2023-2024 – will commence on July 1, 2023 and will terminate June 30, 2024.

It is estimated the actual number of valves will increase with the potential discovery of valves and hydrants not previously identified or added to the system. Should this total number of valves and/or change, per unit pricing will be used. Please note: the price per valve/hydrant is valid for normal traffic. Traffic Control pricing is provided if a blocking truck is required and not provided by City of Griffin. Also note, the hourly rate is provided for repair work requested by City of Griffin above and beyond the included light repairs. Deliverables will be similar to report previously delivered to the City of Griffin.

Valve & Hydrant Assessment Scope

Please see previously attached Scope of Services from Valve and Hydrant Condition Assessments

Pricing
See Chart Below

Scope	Total # of Units	Price per Unit	Total	1/5 of system	1/5 of Units
Valves 1" - 10"	2302	$57.00	$131,214.00	$26,277.00	461
Valves 12" - 16"	181	$78.00	$14,118.00	$2,808.00	36
Valves 20" – 30"	46	$128.00	$5,888.00	$1,152.00	9
Valves Size Unknown	31	$57.00	$1,767.00	$342.00	6
Valve Contingency	200	$78.00	$15,600.00	$3,120.00	40
Total Valves	**2,760**		**$168,587.00**	**$33,699.00**	**552**
Fire Hydrants	1,448	$81.00	$117,288.00	$23,490.00	290
Fire Hydrant Contingency	100	$81.00	$8,100.00	$1,620.00	20
Total Fire Hydrants	**1,548**	**$81.00**	**$125,388.00**	**$25,110.00**	**310**
Grand Total Valves & Hydrants	**4,308**		**$293,975.00**	**$58,809.00**	**862**
Hourly Rate	1	$300.00			
Traffic Control/per day, if needed	1	$1,500.00			

Sincerely,

Brad Gresham

W. Bradford Gresham
South Region Business Development Manager
Wachs Water Services.
678.340.6850
Brad.gresham@xylem.com

William J. Craven, P.E.
Manager, Business Development-East Region
Wachs Water Services
407.408.631
William.Craven@xylem.com

CONDITIONS OF ENGAGEMENT FOR THE PROVISION OF SERVICES

(North America)

The Proposal is issued upon and is subject to these Conditions of Engagement. If the Proposal is accepted by the Client, these Conditions of Engagement and the Proposal will be deemed to form part of the Contract between the Client and Pure.

1. DEFINITIONS

In these Conditions of Engagement, the following definitions apply:

"Client" means any person or persons, firm or company engaging Pure to provide the Services.

"Contract" means the agreement awarded to Pure as a result of the Proposal.

"Pure" means Pure Technologies Ltd., Pure Technologies U.S. Inc., PureHM Inc., PureHM U.S. Inc. or any of their affiliates, as the case may be, which submitted the Proposal and is a party to the Contract.

"Proposal" means Pure's offer to carry out the Services and includes all related correspondence plus agreed written variations or amendments thereto.

"Services" mean those services of whatever nature to be supplied by Pure under the Contract.

"Site" means the facility, land, installation or premises to which Pure is granted access for the purposes of the Contract and may include any combination of the foregoing.

2. PURE'S OBLIGATIONS

2.1 Pure will perform the Services in accordance with the procedures described in the Proposal, using reasonable skill, care and diligence and consistent with industry standards.

2.2 Pure will ensure that the equipment used in performing the Services is in a good and functional state.

3. CLIENT'S OBLIGATIONS

3.1 The Client will provide to Pure full, good faith co-operation to assist Pure in providing the Services. Unless otherwise specified in the Proposal and without limiting the generality of the foregoing, the Client will at its own expense:

(i) ensure, if required, access to private land will be given to Pure and that any official permits or permissions required for Pure to have access to the Site or carry out the Services are obtained and are in force for the duration of the Services;

(ii) inform Pure in writing of any special circumstances or danger which the execution of the Services may entail or which are inherent in the Site, including the existence and identity of any known hazardous substance or material;

(iii) perform such additional duties and responsibilities and provide such information and resources as are described in the Proposal.

3.2 The description of the Services and related compensation amount set out in the Proposal will be based upon information that the Client shall have provided to Pure, and assumptions that Pure shall have identified in the Proposal. The Client acknowledges that if any such information provided by Client is materially incomplete or inaccurate, or if the assumptions identified by Pure are not correct, then the parties will modify the Proposal to reflect the actual information, assumptions, and Services required, and the compensation to Pure will be adjusted accordingly using the change order process set out in the Contract, or if there is no such process, on an equitable basis.

3.3 Client will pay Pure within 30 days of Client's receipt of an invoice therefrom. Client acknowledges that Pure is entitled to payment for any and all Services performed hereunder up and until the date of the full completion of such Services.

3.4 Upon Client's termination of the provision of Services or any goods by Pure hereunder, Pure will be entitled to payment for any and all goods and Services provided up to and until the date Pure receives notice of termination from Client. Such payments will be at the rates as provided to Client in the Proposal.

4. PROPRIETARY AND CONFIDENTIAL INFORMATION

4.1 All reports generated in the performance of the Services and delivered by Pure to the Client will become the property of the Client.

4.2 Pure's equipment which is made available to the Client in connection with the Contract and the raw data generated in the performance of the Services will remain the sole and exclusive property of Pure. The Client will not acquire any proprietary rights in Pure's equipment, systems, software, technology, inventions (whether or not patentable), patents, patent applications, documentation, specifications, designs, data, databases, methods, processes or know-how ("Pure's Proprietary Technology"). Any modifications or improvements to the Pure's Proprietary Technology made during the performance of the Services will be the sole and exclusive property of Pure.

4.3 Both parties agree to keep confidential all documentation and information provided by the other during the performance of the Contract, except as required by law. The obligations set out in this clause 4.3 will remain in full force and effect after any termination or expiry, as the case may be, of the Contract.

4.4 Notwithstanding anything herein to the contrary, Contractor will have a limited, non-exclusive, royalty-free license to utilize data collected and received in the performance of services hereunder for purposes of (a) providing services, (b) analyzing and improving the services, and (iii) internal research and development for the benefit of Contractor clients.

5. LIABILITY AND WARRANTIES

5.1 Pure will indemnify and hold the Client harmless against any expense, demand, liability, loss, claim, lawsuit or proceeding whatsoever in respect of personal injury to or the death of any person, or any loss, destruction or damage to any tangible property and arising directly or indirectly from the negligence of Pure, its employees, servants or agents except to the extent caused by the negligence of the Client or any person for whom the Client is responsible.

5.2 Pure will not be liable for any loss of production, loss of use of property, loss of revenue or profit, equipment downtime, business interruption, loss of goodwill,

loss of anticipated savings, cost of procurement of substitute goods or services, or for any consequential, indirect, incidental, or special loss or damage suffered by the Client or any third party, or for any punitive damages, even if advised of the possibility thereof and notwithstanding the failure of essential purpose of any remedy.

5.3 Pure's cumulative liability hereunder, whether in contract, tort, or otherwise, will in no event exceed the greater of (i) the aggregate consideration paid by the City to Pure for the portion of the Services that gave rise to the liability, or (ii) $2 million; provided, however, that this clause shall not limit Pure's indemnification obligations hereunder. The report(s) and any other recommendations or advice made by Pure relating to the pipeline or the Services will be made in accordance with the procedures described in the Proposal, using reasonable skill, care and diligence consistent with industry standards, but do not and will not constitute a warranty of the pipeline's quality, capacity, safety or fitness for purpose. Pure will not be liable to the Client for any liability or damages that arise from the Client's reliance upon or application or use of such final report or recommendations or advice made by Pure in relation to the pipeline or Services, and the Client will indemnify Pure against any liability to third parties resulting therefrom.

5.4 Pure's warranties for the Services will be set out in the Contract. Pure disclaims all implied or statutory warranties or conditions, including of merchantability, merchantable quality, durability, or fitness for particular purpose to the extent allowed by applicable law. This means Pure's warranty obligations will be limited to what is expressly set out in the Contract.

6. Insurance

Pure will provide the Client with a certificate of insurance evidencing the following coverages:

6.1	Commercial General Liability	$2,000,000
6.2	Automobile Liability	$1,000,000
6.3	Workers Compensation	Statutory
6.4	Professional Liability	$500,000

7. Special Conditions/Acknowledgement of Events.

Pure and Client (the "Parties") acknowledge and agree that the global COVID-19 pandemic ("COVID-19") is ongoing, dynamic, unpredictable, and as such may impact the ability of Pure to meet its obligations under this Agreement. The Parties agree that, for so long as there is an impact of COVID-19 on Pure's performance, all performance efforts by Pure will be on a reasonable efforts basis only and Pure shall not be responsible for failure to meet its obligations, to the extent that it is precluded from doing so as a result of COVID-19. The Parties shall work, in good faith, to make any reasonable adjustments that may be required as a result of COVID-19.

Upon acceptance of the proposal and conditions of engagement, please sign, scan and email to brad.gresham@xyleminc.com

WACHS WATER SERVICES

BY: _____
(NAME)

William J Craven
Print Name

TITLE: Mgr. Bus Development – East Region

DATE: April 13, 2023

CITY OF GRIFFIN

BY: _____
(NAME)

Douglas S. Hollberg
Print Name

TITLE: Mayor

DATE: _____

Attest: _____
Jessica W. O'Connor, Secretary

Approved as to Form:

Andrew J. Whalen, III
Andrew J. Whalen, III, City Attorney

AGENDA ITEM SUMMARY

ITEM SUMMARY:

Consider Memorandum of Understanding with the Judicial Council's Administrative Office of the Courts of Georgia for the Griffin Municipal Court's participation in the Georgia Tax Refund Intercept Program. *Clerk of Municipal Court, Melissa Brock, will address.*

SPECIAL CONSIDERATIONS OR CONCERNS:

The Georgia Tax Refund Intercept Program (TRIP) authorizes the Administrative Office of the Courts (AOC) to submit debts on behalf of participating Georgia Courts to the Georgia Department of Revenue (DOR) for collection. The AOC will pursue debts on behalf of the Griffin Municipal Court by intercepting debtor defendant's state tax refunds and remitting to the Court.

STAFF RECOMMENDATION:

Staff recommends approval.

FINANCIAL IMPACT:

AOC will deduct an administrative collection assistance fee from the debt intercepted. No out of pocket costs will be paid by the city.

Submitted By:
Kelsey Carden

Meeting Date:
13/06/2023

Reviewed By:
Jessica O'Connor

ATTACHMENTS:
AOC (TRIP) - Griffin Muni Court 5.30.23 w AJW sig.pdf

Georgia's Tax Refund Intercept Program Participation

Memorandum of Understanding

This Memorandum of Understanding ("MOU") is made this 1st day of July, 2023, by and between the Judicial Council's Administrative Office of the Courts of Georgia ("AOC") and the City of Griffin ("Participant").

Statement of Purpose

The AOC exists, in part, to assist judges, administrators, clerks of court, and other officers and employees of the court in matters relating to court administration, and to provide such services as are requested. O.C.G.A. § 15-5-24(1). The AOC serves as staff to the Judicial Council of Georgia and serves as the administrative arm of the Judicial Council. O.C.G.A. § 15-5-22, 15-5-24. The AOC may perform such additional duties as may be assigned by the Judicial Council of Georgia. O.C.G.A. § 15-5-24(8). Article 7 of Chapter 7 of Title 48 of the O.C.G.A. authorizes the AOC to submit debts on behalf of Georgia Courts to the Georgia Department of Revenue ("DOR") for collection. The AOC has developed, and is responsible for, Georgia's Tax Refund Intercept Program ("TRIP"), through which court debts shall be collected.

The Participant is a Georgia Court and desires to collect outstanding court debts through the TRIP.

NOW, THEREFORE, in consideration of their mutual promises and agreements set forth in this intergovernmental MOU, pursuant to the intergovernmental contracts clause of the Georgia Constitution of 1983, Article IX, Section III, Paragraph I, the parties hereto agree as follows:

1. Definitions

A. The term "Debt(s)" means a liquidated sum in excess of $25.00 that constitutes court costs, surcharges, or fines, for which there is an outstanding court judgment payable to the court, or restitution due pursuant to a sentence imposed on a person convicted of a crime and sentenced to restitution. Debt does not include amounts due under parking tickets or photo enforced violations.

B. The term "Debtor" means an individual owing money to, or having a delinquent account with, a Georgia court.

C. The term "Fee" means the administrative collection assistance fee imposed on each Debt intercepted by DOR as set forth in O.C.G.A. § 48-7-163(c).

D. The term "Refund" means a Georgia state income tax refund due to an individual taxpayer.

E. The term "TRIP" means the process by which debts will be deducted from Debtor's refunds and remitted to the courts that are owed those debts.

F. The term “TRIP staff” means the AOC employees or the AOC’s agents responsible for carrying out its powers and duties set forth in Article 7 of Chapter 7 of Title 48 of the O.C.G.A.

2. Collections Process and Responsibilities

A. Only the AOC is authorized to submit Debts to DOR for collection. To participate in the TRIP, Participant must apply to the AOC for a court identification number and must receive approval for specific court employees to submit Debts for tax interception. Participant must designate a representative to serve as a point of contact for Debtors and must designate a hearing officer to conduct hearings on contested setoffs. The hearing officer may not be an individual or judge from the Participant, and superior court judges may not preside over appeals from hearing decisions if that superior court was the court collecting the Debt. Participant must also submit additional information and documentation requested by AOC, including but not limited to a Form W-9 and an electronic funds transfer authorization.

B. Participant will hold in confidence any social security information accessed through the TRIP software and web service. Each authorized TRIP user will have a unique login and password. The AOC may periodically review authorized user activities to ensure the confidentiality of social security and other Debtor information.

C. Participant shall only submit claims for Debts that are eligible for TRIP. Debts submitted by Participant for TRIP:

    1. Must be at least ninety (90) calendar days past due and for which the time to appeal the judgment has expired;

    1. Must be less than seven (7) years from the date of the court judgement making the balance due or the expiration of the time set by the court for payment of the Debt; and

    2. Must include a social security number to correctly identify the Debtor.

D. Pursuant to O.C.G.A. § 48-7-163(a), Participant shall not submit claims that are under any other means of collection or enforcement of the judgement where the alternate means of collection are believed to be adequate. Such forms of collection include, but are not limited to: Debts submitted to collection agencies; Debts currently payable under probation, unless an outstanding balance due has been reduced to a judgment; Debts under collection through foreclosure, garnishment or any other action provided for the enforcement of a judgement.

E. Participant shall not contact DOR for assistance with the TRIP and shall not refer Debtors to the DOR. Participant shall contact TRIP staff if assistance with the TRIP is needed.

F. At least thirty (30) calendar days before Participant submits a claim for Debt to the AOC, Participant shall notify the Debtor in writing that it may seek to collect a debt from the Debtor’s state income tax refund, unless the debt is satisfied within thirty (30) calendar

days. The information in such notice shall be substantially similar to the information contained in “Exhibit A” of this agreement, which is hereby incorporated by reference.

G. Participant must submit claims for Debts to the AOC through use of either the TRIP software or the TRIP secure web service.

Participant must provide sufficient information for the AOC and DOR to identify the Debtor, including the Debtor’s social security number. Incomplete submissions will not be submitted to DOR for tax interception.

H. Participant must certify that the claim information provided is accurate, that the Debt is owed and payable to Participant, and should not submit claims for Debts with questionable social security numbers or claim amounts. The AOC and DOR may rely upon the Participant’s certification that the claim amount is valid and owed by the Debtor. The AOC, at its discretion, may limit the number of Debts submitted by Participant for interception.

I. The TRIP staff shall forward submitted claims to DOR.

J. After DOR notifies the AOC and Debtor that Debtor tax refund funds have been setoff, the Debtor has thirty (30) calendar days to contest the setoff in writing. The AOC shall collect the setoff funds and the administrative collection assistance fee and hold them in escrow until the validity of the setoff is determined.

K. When the AOC receives valid written notice from a Debtor contesting a setoff, the AOC shall notify Participant that the setoff funds shall not be disbursed until after Participant has granted Debtor a hearing. Such hearing, and any further appeal, must be conducted in accordance with O.C.G.A. § 48-7-165.1. The hearing procedures must be substantially similar to the procedures set forth in “Exhibit B” of this agreement, which is hereby incorporated by reference.

L. Upon notice from the AOC of the requested hearing, Participant shall provide the Debtor with notice of the hearing through certified mail or personal service and will provide the Debtor with an electronic or written copy of the hearing procedures. Prior to the hearing, Participant shall require the Debtor to confirm the Debtor’s mailing address and shall forward the Debtor’s mailing address to the AOC. If a Participant does not schedule a hearing or resolve a dispute within thirty (30) days, AOC may disburse the disputed funds to the taxpayer and may terminate the intercept request.

M. Upon the AOC’s determination that a setoff is valid, or, if the Debtor does not contest the setoff within thirty (30) calendar days of the setoff, the AOC shall remove the amount of the Debt from escrow and credit it to the Debtor. The AOC shall then notify the Debtor in writing that the setoff is final. Such notice shall include a final accounting of the refund that was setoff.

N. The AOC is responsible for refunding to the Debtor any funds held in escrow in excess of the valid claim amount.

O. Following completion of the TRIP procedures listed above, the AOC shall transfer to the Participant the funds that were setoff after the conclusion of each tax season and the resolution of all intercept disputes. Participant shall review interceptions for validity within ten (10) business days of receipt and immediately report erroneous interceptions to the AOC.

P. Participant shall disburse the setoff funds in the same manner as if such funds had been originally collected by Participant.

Q. When the intercepted amount is insufficient to satisfy all claims filed by all courts, distribution of setoff funds shall be made in the order of the date the claims for Debt were received by the AOC. The administrative collection assistance fee shall have priority over Participant's claim.

R. When the intercepted amount is insufficient to entirely satisfy a claim for Debt, the claim shall remain active until sufficient setoff funds become available or until the judgment upon which the claim is based expires by law.

S. Participant must submit updates (deletions, reductions, and increases) to existing claims using the TRIP software or the TRIP secure web service if the claim amount previously submitted to the AOC is no longer accurate, the Debt is over 7 years old, or other information is incorrect. Providing updates is the responsibility of the Participant, not the TRIP staff.

   TRIP staff and DOR shall only modify a claim amount without an update from Participant when necessary to apply a payment or clear a negative claim amount.

T. If an unforeseeable, exigent reason requires the Participant to request the TRIP staff to manually update an existing claim, the Participant and not the AOC or TRIP staff shall be liable for applicable fees, penalties and interest caused by an incorrect manual update.

3. Term

This MOU shall be effective as of the date first above written and shall continue in force and effect until June 30, 2024. This MOU may be renewed for additional Terms by mutual agreement of the parties in writing, the total length of which shall not exceed the limitation provided in the intergovernmental contract clause of the Georgia Constitution.

4. Termination

This MOU may be terminated for any reason by any party upon thirty (30) calendar days written notice. Written notice of termination must be given or confirmed in writing by hand delivery, or by certified or registered United States Mail. Notice of termination shall be given to the party Liaisons identified in Section 5 of this MOU. Upon the receipt of a notice of termination from Participant, the AOC will commence winding down its activities according to the notice and will submit notice to DOR within five (5) business days that outstanding Debts previously submitted for setoff will no longer be collected by DOR. Participant understands that interceptions may still occur for some time until the AOC and DOR have fully removed the outstanding Debts from their intercept files.

5. Notices and Liaisons

The parties will coordinate and conduct communications through their respective Liaisons identified below. Any communication in writing, or any oral communication confirmed in writing, from the respective Liaisons will be deemed communications and notices from the party.

However, a notice of termination must be given or confirmed in writing by hand delivery or by certified or registered United States Mail. The date upon which any notice is delivered will be deemed the date thereof. Any party may, by five (5) business days' prior written notice to the other party, specify a different address to which notices will be sent. Any party or Liaison may designate a new Liaison, indefinitely, for a stated time period or for certain designated matters.

For AOC:	**For Participant:**
Andrew T. Theus III	Melissa Brock
Business Operations Manager	Court Administrator
Judicial Council's Administrative Office of the Courts	City of Griffin Municipal Court
244 Washington Street, Suite 300	100 South Hill Street
Atlanta, GA 30334	Griffin, GA 30223
andrew.theus@georgiacourts.gov	mbrock@cityofgriffin.com
(404) 463-5177	(770) 233-4124

6. Amendment

This MOU may be amended by mutual agreement of the parties by a writing of equal dignity.

7. Liability

Each party shall act at its own risk and responsibility. Further, neither the AOC, TRIP staff, nor DOR is responsible for fees, costs, penalties or interest incurred due to incorrect claim information submitted to the AOC by Participant. Nothing contained in this MOU shall make, or shall be construed to make, the AOC or Participant liable to a third party for the debts or obligations of the other.

8. Policy Decisions

The parties acknowledge that the rights and obligations of the AOC under this MOU are subject to any decision made by the Judicial Council of Georgia or the Supreme Court of Georgia.

9. Assignment; Subcontractors

The parties agree that the AOC may perform the Services through the use of AOC staff or through subcontractors, or may otherwise delegate or assign the performance of the services without prior notice to the Participant. The parties' rights and obligations under this MOU, including but not limited to Amendments, shall be automatically transferred or assigned, in whole or in part, after notice, to any successor agency or entity that (as determined solely with reference to any act of

the General Assembly of the State of Georgia, an executive order of the Governor of the State of Georgia, or order of the Supreme Court of Georgia) succeeds to any or all powers or responsibilities of the parties.

10. Time of the Essence; Force Majeure

Time is of the essence of this MOU. However, no party shall be liable to the other party for any delay or failure of performance of service outside the reasonable control of the affected party, including but not limited to technology failures, fires or other casualties or accidents, acts of God, severe weather conditions, strikes or labor disputes, or war.

11. Execution of MOU electronically or by facsimile

This MOU may be executed in multiple counterparts, electronically and/or by facsimile, each of which counterpart shall be deemed an original, but all of which shall constitute one and the same MOU, so long as the MOU is signed by all parties involved. It is sufficient for one party to sign the MOU and then transmit the MOU, either electronically or by facsimile, to the other party to sign and complete.

IN WITNESS WHEREOF, the parties hereto have caused this MOU to be executed as of date first above written:

For Judicial Council's Administrative Office of the Courts of Georgia ("AOC")

_____

Cynthia H. Clanton

Director

Date _____

For City of Griffin Municipal Court ("Participant")

_____

Douglas S. Hollberg, Mayor

Date _____

_____

Jessica O'Connor,
Secretary to the Board of Commissioners for the City of Griffin

Date _____

Approved as to Form:

Andrew J. Whalen, III

_____

Andrew J. Whalen, III
City Attorney

Exhibit A

[Date, Year]

[Name]
[Street address]
[City], GA [zip code]

Re: [Case caption that corresponds to overdue debt]

Dear [Mr./Ms. Debtor's Name]:

Our records indicate that you owe $[amount of debt] to the [Court name] of [county name] County. This amount is at least 60 days past due. Please pay this amount in person at the court clerk's office, or send a check to:

[Address of court clerk's office]

Failure to pay this debt within 30 days will result in collection efforts, including a possible reduction in any state income tax refund you may be entitled to in the next six years. Chapter 7 of Title 48 of the Official Code of Georgia Annotated authorizes the Georgia Department of Revenue to deduct from a taxpayer's income tax refund any debts owed by the taxpayer to a Georgia court, as well as the assessment of recovery costs of up to $20.00. After a tax refund offset occurs, the Georgia Department of Revenue will send a notice to the taxpayer with an accounting of the offset.

If you believe this debt amount is incorrect or has already been paid, please contact my [or representative for TRIP] office at [888-888-888] to discuss this matter. If you have filed for bankruptcy, please contact [above contact] immediately.

Sincerely,

[Clerk of Court]

EXHIBIT B

Procedures for Income Tax Refund Offset Hearings

Article 7 of Chapter 7 of Title 48 of the O.C.G.A. authorizes the Judicial Council's Administrative Office of the Courts ("AOC") to submit Debts on behalf of Georgia courts to the Georgia Department of Revenue ("DOR") for collection. The DOR collects court Debts by setting off funds from Debtors' state income tax Refunds and sending those funds to the AOC for distribution. O.C.G.A. § 48-7-164 requires the DOR to notify Debtors that a setoff has been made at the time it transfers funds to the AOC, and provides Debtors thirty (30) days to contest the setoff by applying to the AOC in writing for a hearing. Upon receiving written notice from a Debtor contesting a setoff, or the amount of the setoff, the AOC shall notify Participant that the setoff funds shall not be disbursed until it grants a hearing to the Debtor, and a final determination on the Debt has been made and provided to the AOC.

O.C.G.A. § 48-7-165.1 mandates that officers of the court adopt appropriate procedures to govern the conducting of Georgia's Tax Refund Intercept Program ("TRIP") hearings by the hearing officer. As a court participating in TRIP, Participant agrees to adopt hearing procedures substantially similar to the following:

I. DEFINITIONS

(A) "Debt" means a liquidated sum in excess of $25.00 that constitutes court costs, surcharges and fines for which there is a final outstanding court judgment payable to the court.

(B) "Debtor" means an individual owing money to, or having a delinquent account with, a Georgia court.

(C) "Participant" means a Georgia Court desiring to collect outstanding court Debts through TRIP.

(D) "Refund" means a Georgia state income tax refund due to an individual taxpayer.

II. NOTICE

(A) After the DOR notifies the AOC and the Debtor that the Debtor's tax refund funds have been setoff, the Debtor has thirty (30) calendar days to contest the setoff in a writing addressed to the AOC. The AOC shall collect the setoff funds and the administrative collection assistance fee and hold them in escrow until the validity of the setoff is determined.

(B) When the AOC receives valid written notice from a Debtor contesting a setoff, the AOC shall notify Participant that the setoff funds shall not be disbursed until after Participant has granted Debtor a hearing.

(C) Participant shall provide Debtor notice of the hearing by certified mail or personal service. When personal service is used, it shall be made by the officers of the court designated by the judges of that court or any other officers authorized by law to serve process.

(D) The notice shall include:

(1) A statement of the date, time, location, and nature of the hearing;

(2) A statement of the legal authority and jurisdiction under which the hearing is to be held;

(3) A short and plain statement of the issue(s) to be heard;

(4) A statement as to the right of the party to subpoena witnesses and documentary evidence through the hearing officer;

(5) The name of the hearing officer presiding over the hearing and the contact information for the Participant's representative responsible for disseminating the notice; and

(6) A provision informing the Debtor that the Debtor has the right to retain counsel for the hearing.

III. HEARING OFFICER

(A) All hearings conducted pursuant to these procedures will be presided over by a hearing officer, as required by O.C.G.A. § 48-7-165.1(b)(2), and not a jury.

(B) Participant's court officer(s), designated by Participant's judges, shall appoint the hearing officer. The hearing officer may not be an individual or judge from Participant. The hearing officer must be an active member in good standing of the State Bar of Georgia and must possess a reputation in the Bar for ethical practice. Alternatively, the hearing officer may be a full-time or part-time magistrate or probate court judge in the county where the hearing is to be held. The hearing officer may be a retired or senior judge. The hearing officer may not advocate for the court and must be impartial.

(C) Within ten (10) days of receiving the required hearing notice, a Debtor wishing to contest the appointment of the hearing officer must do so in writing and include Debtor's reason(s) for contesting the appointment. The writing containing the Debtor's objections must be sent to Participant's representative.

(1) The appointing court officer(s) shall consider the contest within ten (10) days of receipt and issue a ruling thereon.

(2) If the appointing court officer(s) finds an unavoidable conflict of interest, the appointing court officer(s) shall appoint an alternative hearing officer.

(D) The hearing officer shall have the authority to:

(1) Administer oaths and affirmations;

(2) Sign and issue subpoenas;

(3) Rule upon offers of proof;

(4) Regulate the course of the hearing;

(5) Set the time and place for continued hearings;

(6) Dispose of all motions; and

(7) Issue an order detailing the hearing officer's findings.

(E) The hearing officer shall refrain from having ex parte= communications with either party regarding the facts of a specific case, unless otherwise permitted by law to do so.

IV. HEARING PROCEDURES

(A) Each party shall bear its own costs of attending and participating in the hearing, including the cost of court reporter services, if such services are requested.

(B) All persons present for or participating in a hearing under these procedures shall conduct themselves in the standards of decorum commonly prevailing in courts of law. The hearing officer may take such action as the hearing officer deems appropriate to remedy inappropriate decorum.

(C) The hearing is considered informal, and the Georgia rules of evidence and the Georgia Civil Practice Act shall not apply. The hearing is open to the public.

(D) Either party may:

(1) Give opening or closing statements;

(2) Offer witness testimony, either orally or in writing in the form of an affidavit;

(3) Offer documents, exhibits, or other evidence for consideration by the hearing officer;

(4) Provide supplemental briefs;

(5) Make motions before and during the hearing; and

(6) Cross-examine the other party.

(E) The Debtor has the burden of proof and must prove his or her case by a preponderance of the evidence.

(F) Although the hearing officer has the authority to subpoena witnesses, it is the responsibility of each party to arrange the logistics of the witnesses' participation, including travel to and from the hearing.

(G) Issues that have previously been litigated will not be considered at the hearing. Some issues that may be considered at the hearing, if not previously litigated, include, but are not limited to: whether the Debt has already been paid; whether the Debt setoff is in the correct amount; whether the judgment has expired; or whether the Debtor is the person against whom the judgment was issued.

(H) Should the Participant and Debtor informally resolve the setoff contest at any point during the hearing, the hearing shall be cancelled. The Participant and Debtor must inform the hearing officer of the resolution.

(I) The hearing officer shall issue a written order to the Debtor and AOC detailing the hearing officer's findings of fact and conclusions of law within five (5) business days of the conclusion of the hearing, or if the matter is informally resolved, within five (5) business days of the resolution.

V. APPEALS

(A) If the Debtor or Participant disagrees with the determination of the hearing officer, either party may appeal the determination by filing a petition in the superior court of the county where the hearing was held no later than ten (10) days following the date of the hearing officer's written determination.

(B) The superior court judge presiding over the appeal may not be a judge from the court collecting the debt. Retired or senior judges may preside over the appeal if the superior court is the court collecting the debt.

(C) The superior court judge shall conduct a hearing and render a final written determination. The judge shall transmit a copy to the hearing officer, the Debtor, and the AOC not later than ten (10) days after the date of such hearing.

(D) The superior court judge shall give deference to the hearing officer's findings of fact and conclusions of law. The judge may substitute his or her judgment for the hearing officer's only upon a finding that:

(1) The hearing officer acted arbitrarily and capriciously;

(2) The hearing officer abused his or her discretion; or

(3) The hearing officer's decision violates state or federal law.

AGENDA ITEM SUMMARY

ITEM SUMMARY:

Consider amending the Unified Development Code of the City of Griffin, Article 2, Section 202, Definitions, and Article 4, Procedures, in order to incorporate minimum zoning procedures required of the Zoning Procedures Law as set forth in HB 916 and HB 1405 (2022 General Session) and to otherwise amend the zoning policies and procedures and standards of the exercise. *Staff Attorney, Kelsey Carden and Director of Planning & Development, Chad Jacobs will address.*

SPECIAL CONSIDERATIONS OR CONCERNS:

Pursuant to HB 916 and HB 1405 regarding changes to the minimum zoning procedures in the State of Georgia, the City of Griffin must adopt the new procedures and standards by July 1, 2023 to remain compliant with State Law. This involves new definitions for quasi-judicial agencies and zoning decisions along with changes to the required hearing process, noticing, written policies and appeals.

STAFF RECOMMENDATION:

Staff recommends approval.

FINANCIAL IMPACT:

N/A

Submitted By:
Chad Jacobs

Meeting Date:
13/06/2023

Reviewed By:
Jessica O'Connor

ATTACHMENTS:
FINAL - Amendment to UDC Article 4 for HB 1405 and HB 916 Compliance 6.9.23.pdf
REDLINE - Amendments to Article 4 for ZPL Compliance 6.6.23 (002).pdf

No. 23 –

AN ORDINANCE

AN ORDINANCE, AMENDING THE TEXT OF THE UNIFIED DEVELOPMENT CODE OF THE CITY OF GRIFFIN, GEORGIA BY AMENDING ARTICLE 2, SECTION 202, DEFINITIONS; ARTICLE 4, PROCEDURES; SECTION 404G, PUBLIC HEARINGS; SECTION 404I, DECISIONS AND RECORDING; SECTION 404J; SECTION 404K; SECTION 405, REZONING EVALUATION CRITERIA; REMOVAL OF SECTIONS 405A THROUGH 405I; SECTION 406, SPECIAL USES; SECTION 406A; SECTION 406B, DECISIONS; SECTION 408, PUBLIC HEARINGS, SECTION 408A; SECTION 408B; SECTION 408C; SECTION 408D, NOTIFICATION SIGNS; SECTION 408E, PROCEEDINGS; SECTION 408F; SECTION 409B; SECTION 410, VARIANCES; SECTION 410C, PUBLIC HEARING REQUIRED; SECTION 410D, VARIANCE CRITERIA; SECTION 410E VARIANCE DECISIONS AND APPEALS; SECTION 412, RECORDS AND MINUTES OF PROCEEDINGS; SECTION 414, APPEAL OF DECISIONS; TO AMEND FOR COMPLIANCE WITH AMENDMENTS TO TITLE 36, CHAPTER 66, OFFICIAL CODE OF GEORGIA ANNOTATED (ZONING PROCEDURES LAW) BY H.B. 1405 (2022); TO PROVIDE AN EFFECTIVE DATE; TO PROVIDE FOR SERVERABILITY; TO RESTATE AND REAFFIRM THE UNIFIED DEVELOPMENT CODE OF GRIFFIN, GEORGIA, AS MODIFIED HEREBY; TO REPEAL ALL CODE PROVISIONS, ORDINANCES OR PARTS THEREOF IN CONFLICT HEREWITH; AND FOR OTHER PURPOSES.

BE IT ORDAINED BY THE BOARD OF COMMISSIONERS OF THE CITY OF GRIFFIN, GEORGIA, AND IT IS ESTABLISHED AS FOLLOWS:

Section 1. The Unified Development Code of the City of Griffin, Georgia, is hereby amended at Article 2, INTERPRETATIONS AND DEFINITIONS, Section 202, DEFINITIONS, with all other definitions and portions of Section 202 not mentioned herein remaining unchanged except as follows:

a. The alphabetical section "Q" shall be added.

b. The definition of "Quasi-judicial Decision" shall be added to read:

> ***"Quasi-judicial decision:*** Decisions on applications for variance and other such decisions made by quasi-judicial officers, boards, or agencies as defined by O.C.G.A. § 36-66-3."

c. The definition of "Zoning decision" shall be amended to read:

> ***"Zoning decision:*** Final legislative action by the board of commissioners which results with:
>
> a. The adoption or repeal of a zoning ordinance;
>
> b. The adoption of an amendment to this ordinance which changes the text of this ordinance;
>
> c. The adoption or denial of an amendment to this ordinance which rezones property from one zoning classification to another;

d. The adoption or denial of an amendment to this ordinance which zones property to be annexed into the city; or

e. The grant or denial of a permit relating to a special use of property.

f. The grant or denial of a variance or conditions concurrent and in conjunction with a decision pursuant to subparagraph (c) and (e) of this definition."

Section 2. The Unified Development Code of the City of Griffin, Georgia, is hereby amended at Article 4, PROCEDURES, by amending, adding, or deleting the following Sections therein to provide as follows:

a. Section 404 G., Public hearings, shall be amended to read:

"**404 G. Public hearings.**

Public hearing shall be noticed pursuant to Section 408C (1) and 408D (1) and shall be conducted pursuant to procedures set forth in Section 408E (1)."

b. Section 404 I., Decisions and recording, shall be amended to read:

"**404 I. Decisions and recording.**

Upon concluding the public hearing, the board of commissioners, in its legislative discretion, may approve, approve with conditions or deny the proposed zoning decision, as submitted or conditioned, defer a decision until a specific meeting date, require the applicant to file additional information or plans regarding the project development and defer action to a later meeting date or allow withdrawal by the applicant, if requested prior to a vote by the commission.

(1) Voluntary withdrawal prior to a vote shall not constitute a denial.

(2) In approving a zoning decision which constitutes an amendment to this zoning ordinance (i.e. text amendment, rezoning from one zoning classification to another, rezoning of property to be annexed into the City, or a variance in conjunction with a rezoning from one classification to another), the commission may impose additional conditions or delete conditions recommended by the zoning administrator or planning and zoning board in granting a proposed amendment; provided, however, any additional conditions or the deletion of conditions to the amendment by the board shall be stated in the proposed amendment and a public hearing shall be held on the modified amendment proposal prior to the board's vote.

(3) The vote of each member of the commission shall be recorded in the official minutes. Any tie vote shall constitute a denial of the proposed zoning decision."

c. Section 404 J. shall be amended to read:

"**404 J.**

After final action by the board of commissioners on a zoning decision, any necessary changes to the official and unofficial zoning maps shall be made by the zoning administrator within ten days and shall be dated and signed by the Mayor. The zoning administrator shall maintain an official log of all authorized changes, either in the text of this ordinance or to the official zoning map, indicating

the date the change was made and, if different, the effective date of the zoning decision. Only changes authorized to be made by the zoning administrator, after compliance with the amendment procedures of this ordinance, shall be made and recorded on the official zoning map and official copy of this ordinance, as maintained for public inspection and copying in the zoning administrator's office."

d. Section 404 K. shall be amended to read:

"**404 K.**

The zoning administrator shall convey the final action, in writing, on a zoning decision to the applicant within ten (10) business days of the board of commissioners making such decision."

e. Section 405, Rezoning evaluation criteria, shall be amended to read:

"**405. STANDARDS GOVERNING THE EXERCISE OF ZONING POWER.**

The following standards governing the exercise of zoning power are adopted in accordance with O.C.G.A. § 36-66-5(b) and are relevant in balancing the interest in promoting public health, safety, morality, or general welfare against an individual's right to the unrestricted use of property and the public health, safety or general welfare of the community. In applying these standards, expression of opinions unsupported by objective factual analysis, using the criteria set forth below, should not be considered by the board of commissioners:

(1) Existing uses and zoning of adjacent property;

(2) Whether the property to be affected by the zoning proposal has a reasonable economic use as currently zoned, although such use may not be its highest and best potential use;

(3) Whether the zoning proposal will permit a use that is suitable in view of the use and development of adjacent and nearby property;

(4) The relative gain to the public as compared to the hardship imposed upon the individual property owner (applicant) by maintaining the existing zoning;

(5) The suitability of the subject property for the purposes for which the applicant seeks to have it rezoned, including availability of existing infrastructure (when required infrastructure is not available, applicant should address the means by which it will be provided);

(6) The compatibility of the applicant's proposed use of the property, if rezoned, with surrounding properties and uses (the applicant should address measures to reduce the negative impacts of the proposed use, including applicant's position on any conditions attached to a recommendation for rezoning by the zoning administrator and/or planning and zoning board);

(7) Any environmental, historic, cultural or aesthetic concerns unique to the subject property or proposed use, and how applicant proposes to mitigate any negative impacts on surrounding properties and the community at large;

(8) Whether there has been a change in conditions of the subject property or properties in the vicinity of the subject which give supporting grounds for either approval or disapproval of the zoning proposal; and

(9) If applicable, the length of time the subject property has been vacant or substandard as zoned, when considered in the context of land development in the vicinity of the property."

f. Section 405 A. shall be removed from the Unified Development Code.

g. Section 405 B. shall be removed from the Unified Development Code.

h. Section 405 C. shall be removed from the Unified Development Code.

i. Section 405 D. shall be removed from the Unified Development Code.

j. Section 405 E. shall be removed from the Unified Development Code.

k. Section 405 F. shall be removed from the Unified Development Code.

l. Section 405 G. shall be removed from the Unified Development Code.

m. Section 405 H. shall be removed from the Unified Development Code.

n. Section 405 I. shall be removed from the Unified Development Code.

o. Section 406., Special uses, shall be amended to read:

"**406. Special uses.**

Special uses are compatible uses of land or the improvement of structures within a zoning district that reasonably require special consideration and therefore are not allowed of right. Applicant shall follow submittal requirements described in Section 404C, 404D, and 404E. Public hearings for applications of special use shall be noticed in accordance with Section 408C (1) and 408D (1) and shall be conducted pursuant to procedures set forth in Section 408E (1)."

p. Section 406 A. shall be amended to read:

"**406 A.**

All special use permit requests shall be evaluated according to the following criteria:

1. It must not be detrimental to the use or development of adjacent properties, or to the general neighborhood so as to adversely affect the health, safety or general welfare of citizens;

2. It must not adversely affect existing property and uses and it must be proposed to be placed on a lot of sufficient size to satisfy the space requirements for the use;

3. General compatibility of the proposed special use with adjacent properties and other land uses in the general area;

4. The proposed use will not constitute a nuisance or hazard or otherwise adversely affect the public interest because of the number of persons who may normally be expected to use such facility or type of physical activity;

5. After consideration of the application and the facts, and the standards for exercising zoning power contained in Section 405, the board of commissioners must determine that the standards are satisfied such that the benefits of and need for the proposed special use outweigh any possible harmful effects, negative impacts, or damages to the neighboring

properties or the city in general. In making this determination, the board of commissioners may consider the effects of the proposed use on traffic flow, public infrastructure and services, availability of off-street parking, hours and manner of operation of proposed use, outdoor lighting, signage, ingress and egress of the property, the peaceful enjoyment of private property in the community, and other relevant factors.

6. The applicant must meet all specific requirements established in this ordinance for the particularized special use requested, including design treatments required by Articles 5 and 6. "

q. Section 406 B., Decisions, shall be amended to read:

"**Section 406 B., Decisions.**

The board of commissioners shall consider all evidence in the record in making their decision. This article is automatically a part of the record in each application for a special use permit, as is the entire application file, recommendations of city staff, and recommendations of the planning and zoning board. The board of commissioners shall have the power to grant, deny, or grant with further specific conditions imposed, provided the conditions are reasonable and deemed necessary in the particular case for the protection or benefit of existing properties in order to assimilate the proposed development or use into the neighborhood with minimal impact. The board's conclusion on the grant of a special use, or the reasons for denial, shall be afforded the applicant in writing, by certified U.S. Mail to the address shown in the application or, alternatively, by electronic mail to the email address on the application if the applicant consents to such service on the application. Appeals of any decision to deny or grant a special use permit shall be filed within thirty (30) days by filing a petition for review in the Superior Court of Spalding County in accordance with Section 414A and relevant state law. "

r. Section 408 A. shall be amended to read:

"**408 A.**

Public hearings shall be held prior to zoning decisions or quasi-judicial decisions, as specified within the Unified Development Code in section 408B, or when otherwise required by Title 36, Chapter 66 of the Official Code of Georgia Annotated (Zoning Procedures Law). "

s. Section 408 B. shall be amended to read:

"**408 B.**

A public hearing shall be held by the board of commissioners prior to final action which results in:

1. The adoption or repeal of a zoning ordinance;

2. The adoption of an amendment to this zoning ordinance that changes the text of the zoning ordinance;

3. The adoption or denial of an amendment to this zoning ordinance that rezones property from one zoning classification to another;

4. The adoption or denial of an amendment to this ordinance which zones property to be annexed into the City of Griffin;

5. The grant or denial of a permit relating to the special use of property as provided in this ordinance;

6. The grant or denial of a variance or conditions concurrent and in conjunction with a decision pursuant to subparagraphs (3) or (5) of this Section;

7. When a proposed zoning decision is sought to locate or relocate a half-way house, drug rehabilitation center or other facility for the treatment of drug dependency, an additional public hearing shall be conducted at least six months and not more than nine months before final action by the board; such hearing shall be supplemental to the public hearing required under subsection (A) above. For the supplemental hearing only, the published notice of the public hearing shall be at least six column inches in size and shall not be located in the classified advertising or legal advertising section of the newspaper and shall publish at least 15 and not more than 45 days prior to the hearing. In addition, a sign containing the information required by subsection (C) below shall be posted conspicuously on the property at least 15 days prior to the date of the hearing;

8. The grant or denial of a variance as provided in this ordinance;

9. Appeals of administrative decisions by the planning and development services director interpreting and applying standards within this ordinance, including but not limited to, the grant or denial of administrative variances and administrative special use."

t. Section 408 C. shall be amended to read:

"**408 C. Noticing public hearings.**

(1) For public hearings by the Board of Commissioners related to actions specified in Section 408B (1) through (7): The zoning administrator shall cause notice of the public hearing before the board of commissioners to be published in the legal notice section of The Griffin Daily News at least 15, but not more than 45, days prior to the date of the hearing, stating the time, place and purpose of the hearing, the location of the property by street address and tax map reference, the present zoning classification and, as applicable:

a. For zoning and special use public hearings, the publication shall state the proposed zoning classification or description of other zoning decision sought;

b. For a zoning decision for initial zoning of property to be annexed into the city, in lieu of the present zoning classification, the publication shall state the present zoning or use of the property under the Spalding County Zoning Ordinance, and the city shall complete all other notice requirements set forth in O.C.G.A. § 36-66-4(d).

(2) For public hearings by the board of commissioners related to actions specified in Section 408B (8) through (9): The zoning administrator shall cause notice of the public hearing before the board of commissioners to be published in the legal notice section of the Griffin Daily News at least 30 days prior to the date of the hearing, stating the time, place and purpose of the hearing, the location of the property by street address and tax map reference, and the present zoning classification. Additional notice shall be delivered by Certified U.S. Mail to the owner of the property that is the subject of the proposed action. The publication shall also include, as applicable:

a. For a variance request, the publications shall state the section(s) of the code applicant requests permission to vary.

b. For administrative appeals, the publication shall state the section (s) of the code which is the subject of the applicant(s) contest/appeal or otherwise state a description of the decision sought. "

u. Section 408 D., Notification signs, shall be amended to read:

"**408 D. Notification signs.**

(1) For public hearings related to actions specified in Section 408B (1) through (7), a minimum of one sign stating the time, place and purpose of the hearing, the location of the property by street address and tax map reference, the present zoning classification and the proposed zoning classification or description of other zoning decision sought, and the telephone number of the zoning administrator's office, shall be placed by the zoning administrator in a conspicuous location on the property not less than 15 days prior to the date of hearing. The sign may contain both the planning and zoning board and board of commissioners hearing dates. When the zoning decision is for initial zoning of property to be annexed into the city, in lieu of the present zoning classification, the publication shall state the present zoning or use of the property under the Spalding County Zoning Ordinance. Where feasible, the sign shall be placed at or near the property boundary adjacent to the public right-of-way in a manner most readily seen by the public.

(2) For public hearings related to actions specified in Section 408B (8) through (9), a minimum of one sign stating the time, place and purpose of the hearing, the location of the property by street address and tax map reference, the telephone number of the zoning administrator's office, and a general description of the type of decision sought, such as variance or administrative appeal, shall be placed by the zoning administrator in a conspicuous location on the property not less than 30 days prior to the date of hearing. Where feasible, the sign shall be placed at or near the property boundary adjacent to the public right-of-way in a manner most readily seen by the public."

v. Section 408 E., Proceedings, shall be amended to read:

"**408 E. Proceedings.**

(1) At the official public hearing conducted by the board of commissioners related to actions specified in Section 408B (1) through (7):

a. *Sign up.* All persons who wish to address the board of commissioners at a hearing concerning a proposed zoning decision specified in Sections 408B (1) through (7) shall first sign up on a form to be provided by the city prior to the commencement of the hearing;

b. *Matter presented.* The Mayor will announce the proposed zoning action request in the order set forth on the agenda published in accordance with Open Meetings Law and shall state that printed copies of the adopted standards governing the exercise of the zoning power, factors for consideration, and procedures governing the hearing are available to the public. The zoning administrator or his designee shall advise the commission of the nature of the decision sought and the recommendations of the planning and zoning board and city staff, including any conditions, prior to receiving public input on the proposed zoning decision.

c. *Speakers.* Following presentation by the zoning administrator as provided in subsection (1)(b) of this Section, the Mayor shall call each person who has signed up to speak in favor of the proposed zoning decision, starting with the applicant or his representative and followed by the other proponents of the action, if any, until the maximum time for proponent presentation has been reached as provided in subsection (1)(d) of this Section. After all proponent speakers have addressed the board of commissioners, or after the maximum time for proponents has been reached, whichever comes first, the Mayor shall call each person who has signed up to speak in opposition to the proposed zoning decision in the order in which they signed up, subject to the time limitations set forth in subsection (1)(d) of this Section. Prior to speaking, the speaker will identify themselves and state their current address. Only those persons who signed up to speak prior to the commencement of the hearing shall be entitled to speak, unless the Mayor, in his discretion, allows the person to speak to the zoning decision, notwithstanding the failure of the person to sign up prior to the hearing.

d. *Time limits.* Proponents, including the applicant or his attorney/representative, shall have no less than ten (10) minutes for presentation of data, evidence and expert opinions, provided that the applicant is entitled to utilize the entirety of this minimum time and may reserve time for rebuttal; likewise, opponents of the proposed decision shall have no less than ten (10) minutes for presentation of data, evidence and expert opinion in support of their position. The Mayor may grant additional time; provided, however, an equal period of time shall be granted to both sides. Unless the Mayor exercises his discretion to grant additional time, each application shall only be allotted a total of twenty (20) minutes for the hearing. The Mayor may limit repetitious comments in the interest of time and may call for a show of hands of those persons present in favor of or opposed to the proposed decision if time is not granted for all speakers to address the commission.

e. *Decorum and order.* It shall be the duty of the Mayor to maintain decorum, and nothing contained herein shall be construed as prohibiting the Mayor from assuring that the public hearing on a proposed decision is conducted in a fair and orderly manner. Each speaker shall refrain from personal attacks on any other speaker or the discussion of facts or opinions irrelevant to the proposed zoning decision under consideration. The Mayor may limit or refuse a speaker the right to continue if the speaker, after first being cautioned, continues to violate this subsection.

f. *Recording hearing, transcript.* Hearings before the board of commissioners shall be recorded by video or audio, and such recording shall be made part of the record for review. The applicant may also arrange for and provide a certified court reporter to transcribe the hearing before the board of commissioners, at the expense of the applicant. Upon appeal of the decision of the board of commissioners, said transcript shall be made part of the record for review.

(2) At the official public hearing conducted by the board of commissioners related to actions specified in Section 408B (8) through (9):

a. *Sign up.* Persons who wish to address the board of commissioners at a hearing concerning an application for variance under Section 408B (8) or an administrative appeal under Section 408B (9) shall first sign up on a form provided by the City prior to the commencement of the hearing.

b. *Matter presented*. The Mayor will announce the proposed variance or administrative appeal in the order set forth on the agenda published in accordance with Open Meetings Law and shall state that printed copies of the procedures governing the hearing and standards and factors applicable to the proposed application or appeal are available to the public. The Mayor shall advise that hearings for variances and administrative appeals differ from legislative hearings in which opinions and public sentiment may be considered, and expression of public opinion unsupported by objective facts will not be given consideration by the board of commissioners in acting upon a variance request or administrative appeal. It shall be the duty of the Mayor to place all witnesses under oath prior to allowing such witnesses to testify. The zoning administrator or their designee shall advise the commission of the basis of the variance or administrative appeal and the recommendations of city staff prior to receiving other evidence on the proposed variance or administrative appeal.

c. *Speakers.* Following Presentation by the zoning administrator as provided in subsection (2)(b) of this Section, the Mayor shall call each person who has signed up to speak in favor of the application or the appellant, starting with the applicant or his representative and followed by the other proponents, if any, until the maximum time for proponent presentation has been reached as provided in subsection (2)(d) of this Section. After all proponent speakers have addressed the commission, or after the maximum time for proponents have been reached, whichever comes first, the Mayor shall call each person who has signed up to speak in opposition to the application or appeal in the order in which they signed up, subject to the time limitations set forth in subsection (2)(d) of this Section. Prior to speaking, each speaker will identify themselves and state their current address. Only those persons who signed up to speak prior to the commencement of the hearing shall be entitled to speak, unless the Mayor, in his discretion, allows the person to speak to the application or appeal, notwithstanding the failure of the person to sign up prior to the hearing.

d. *Time limitss.* Proponents, including the applicant/appellant or his representative, shall have no less than ten (10) minutes for presentation of data, evidence and expert opinions, provided that the applicant/appellant is entitled to utilize the entirety of this minimum time and may reserve time for rebuttal; likewise, opponents of the application or appeal shall have no less than ten (10) minutes for presentation of data, evidence and expert opinions in support of their position. The Mayor may grant additional time; provided, however, an equal period of time shall be granted to both sides. Unless the Mayor exercises his discretion to grant additional time, each application shall only be allotted a total of twenty (20) minutes for the hearing. The Mayor may limit repetitious comments in the interest of time.

e. *Evidence, cross examination.* Any relevant city ordinance, the application, and the staff report or decision being appealed, as applicable, are automatically made part of the record as evidence. Each side shall have the opportunity to present evidence and witnesses at the public hearing which shall be entered into the record. Cross examination of the opposing witnesses shall be allowed by the Mayor, but decorum shall be maintained. The board Mayor may require the applicant and opponents to designate one person to conduct any desired cross examination.

f. *Decorum and order.* It shall be the duty of the Mayor to maintain decorum and nothing contained herein shall be construed as prohibiting the Mayor from assuring that the Public Hearing on a variance or administrative appeal is conducted in a fair and orderly manner. Each speaker shall refrain from personal attacks on any other speaker or the discussion of facts or opinions irrelevant to the variance or administrative appeal under consideration. The Mayor may limit or refuse a speaker the right to continue if the speaker, after first being cautioned, continues to violate this subsection.

g. *Recording hearing, transcript.* All hearings before the board of commissioners shall also be recorded by video or audio, and such recordings shall be made part of the record for review. The applicant may arrange for and provide a certified court reporter to transcribe the hearing before the board of commissioners, at the expense of the applicant. Upon appeal of the decision of the board of commissioners, said transcript shall be made part of the record for review. "

w. Section 408 F. shall be amended to read:

"**408 F.**

Copies of applicable sections of this ordinance shall be available for distribution to the public at all public hearings, without charge. Copies of the entire ordinance may be purchased at the planning and development department at a reasonable charge, and available for viewing on the City's website. "

x. Section 409 B. shall be amended to read:

"**409 B.**

Where notice is given in accordance with this Code, no further notice to the property owner or any interested party is required, except as otherwise required by Title 36, Chapter 66 of the Official Code of Georgia Annotated (Zoning Procedures Law). Failure to provide notice as required by this ordinance may constitute grounds for the final action of an application to be declared null and void. Appearance at the public hearing shall constitute a waiver of all claims based upon improper publication of notice or posting on the property."

y. Section 410., Variances, shall be amended to read:

"**410. Variances.**

Variances from the specific requirements of this ordinance are made by application directly to the board of commissioners."

z. Section 410 C., Public hearing required, shall be amended to read:

"**410 C. Public hearing required.**

Prior to taking final action on any variance application, the board of commissioners shall conduct a hearing, which shall follow public hearing notification as provided in Section 408C (2) and procedures as provided in Section 408E (2)."

aa. Section 410D., Variance evaluation criteria, shall be amended to read:

"**410 D. Variance standards and criteria.**

To be granted a variance, the applicant must provide competent evidence that a literal enforcement of the provisions of this Code will, in an individual case, result in practical difficulty or unnecessary hardship and that the variance sought is the least departure from its terms, so that the spirit of this ordinance shall be observed, public safety and welfare secured and substantial justice done. The burden of proof and persuasion shall be upon the applicant to demonstrate entitlement to the variance, by clear and convincing evidence, evaluated by the board of commissioners in light of the following five criteria upon conclusion of the public hearing:

1. There are extraordinary and exceptional conditions pertaining to the particular piece of property in question because of its size, shape or topography;

2. The application of these regulations to this particular piece of property would create a practical difficulty or unnecessary hardship;

3. Such conditions are peculiar to the particular piece of property involved;

4. Relief, if granted, would not cause substantial detriment to the public good or impair the purposes and intent of these regulations, provided, however, that no variance may be granted for a use of land or building or structure that is prohibited by this ordinance; and

5. A literal interpretation of this ordinance would deprive the applicant of any rights that others in the same district are allowed. "

bb. Section 410E., Variance decisions and appeals, shall be amended to read:

"**410 E. Variance decisions and appeals.**

1. *Approvals.* On all variance applications, after hearing, the board shall make findings of fact based on the evidence presented at the hearing and conclude the applicant's entitlement to a variance. In granting a variance, the board of commissioners may attach such conditions regarding the location, character and other features of the proposed building, structure or use as it may deem advisable so that the purpose of this ordinance will be served. The terms of the approved variance shall be fully set forth in a writing signed by the zoning administrator and made a part of the official record, with a copy mailed to the applicant and any interested party.

2. *Validity period.* For construction purposes, a variance is valid for the period of one year from the date of approval. Prior to the end of the year, if work has not begun, the applicant may request one extension not to exceed one additional year. Once the improvement or structure for which the variance was granted has been constructed, the variance will remain effective as long as the use continues.

3. *Denials.* If the variance is denied, the written findings of the board upon which the denial is based shall be served upon the applicant, by certified U.S. Mail at the address shown in the application or, alternatively, by electronic mail to the email address on the application if the applicant consents to such service on the application.

4. *Appeals.* Appeals of any decision to deny or grant an application for variance shall be filed within thirty (30) days by filing a petition for review in the Superior Court of Spalding County in accordance with Section 414A and applicable state law."

cc. Section 412., Records and minutes of proceedings, shall be amended to read:

"**412. Records and minutes of proceedings.**

The secretary to the board of commissioners shall cause the proceedings of all public hearings held pursuant to this Article to be recorded in the official minutes. A copy of the minutes of the public hearing and all evidence submitted at the public hearing shall also be made a part of the applicant's file in the office of the zoning administrator. Copies of applications, proposed ordinances, supporting documents and plats submitted prior to the public hearing, written evaluations and recommendations by the zoning administrator and the planning and zoning board and minutes of all related proceedings shall automatically be made part of the record, along with any evidence entered into the record during the public hearing. If the applicant desires for a transcript of the public hearing on such action to be incorporated into the record, they must arrange for the transcription of the hearing, at their own expense, and provide a copy of the transcript to the city by delivery to the City Manager's office located at One Griffin Center, 100 S. Hill Street, 3rd Floor, Griffin, Georgia during normal business hours. Such delivery must be prior to the record being sent up to the Superior Court on appeal."

dd. Section 414 A., Decisions by board of commissioners, shall be amended to read:

"**414A. Decisions by board of commissioners.**

Any person aggrieved by a decision of the board of commissioners, made pursuant to this Article, may file an action in the Superior Court of Spalding County, including a petition for review or a complaint for declaratory judgment, as appropriate in accordance with state law, within thirty (30) days of such decision becoming final. A decision in regard to a legislative or quasi-judicial exercise of zoning power shall be deemed to have been rendered on the date of receipt of a letter or notice from the zoning administrator notifying the applicant of the board of commissioners' final decision. Service of the petition and/or action may be perfected by service upon the City Manager at the City Manager's Office, located at One Griffin Center, 100 S. Hill Street, 3rd Floor, Griffin, Georgia, during normal business hours. Proper service of such notice shall trigger the City to prepare and send the record up to the Superior court. To ensure that citizens of this state are not unnecessarily burdened by the review process, the City Manager is hereby designated, without any additional authority or approval, to approve or issue any form or certificate necessary to perfect the appeal process provided by State law and procedure."

ee. Section 414 B., Decisions by directors, shall be amended to read:

"**414 B. Decisions by director; Administrative appeal to board of commissioners.**

A written decision of the planning and development services director concerning interpretation or applicability of any provision of this zoning ordinance shall be subject to an administrative appeal to the board of commissioners, provided the appellant serves a written notice of appeal to the planning and development services director within thirty (30) days of the planning and development services director's written decision. The board of commissioners shall hold a public hearing on the administrative appeal no later than sixty (60) days after the service of the notice of appeal. The public hearing on the administrative appeal shall be noticed according to the requirements set forth in Section 408C (2) and 408D (2). The public hearing on the administrative appeal shall be governed by the procedures set forth in Section 408E (2). At the hearing, the board of commissioners shall review the evidence presented, which shall automatically include any city

ordinance relevant to the dispute and the city's file on the application, including any supporting documentation submitted by the applicant/appellant. The standards of the exercise of the administrative appeal decision shall be the same standards by which the planning and development services director made his decision, namely the standards, criteria, or requirements set forth in the relevant city ordinance. "

Section 3. All Unified Development Code sections, any ordinances, or parts thereof, in conflict with the foregoing are expressly repealed.

Section 4. Should any provision of this ordinance be rendered invalid by any court of law, the remaining provisions shall continue in force and effect until amended or repealed by action of the municipal governing authority.

Section 5. Except as modified herein, The Unified Development Code of Griffin, Georgia, is hereby reaffirmed and restated. The codifier is hereby granted editorial license to include this amendment in future supplements of said Code by appropriate section, division, article or chapter.

Section 6. This ordinance shall become effective immediately upon adoption.

Planning & Zoning Reading: June 12, 2023
Public Hearing & Board of Commissioners Reading: June 13, 2023

202. DEFINITIONS.

For the purposes of this chapter, certain terms or words used herein shall be defined as follows:

A

AASHTO: The American Association of State Highway and Transportation Officials.

Abutting: Having property boundaries or lot lines in common with no separating by a street, alley or other right-of-way.

Accessory dwelling unit: A dwelling unit, but not a mobile home, located on the same lot as a one-family detached dwelling unit, usually in the form of a garage apartment or basement apartment. Each unit has a separate, complete housekeeping unit with a separate entrance, and full bathroom facilities.

Accessory: A structure customarily incidental and subordinate to the principal use or structure and located on the same zoning lot as such a principal use or structure. The combined square footage of all accessory structures shall not exceed 50 percent of the square footage of a residential dwelling or 25 percent square footage of a commercial structure nor shall an accessory structure exceed the height of the principal dwelling or structure.

Acre: For the purpose of this ordinance, a measure of land consisting of 43,560 square feet.

Acre-foot: Quantity of water that would cover one acre, one foot deep. An acre-foot contains 43,560 cubic feet.

Acreage: Acres collectively in a tract of land.

Acreage, gross: The collective number of acres in an undeveloped, unimproved tract of land.

Acreage, net: The collective number of acres in a tract of land less the amount of area improved by streets, sidewalks, Stormwater management areas, floodplain, wetlands, required open or common space, greenspace and other public lands.

Adequate channel: A natural or man-made channel or pipe that is capable of conveying the runoff from the applicable storm design without overtopping its banks or eroding, after development of the site in question.

Adjacent/adjoining: Abutting or being directly across a street, alley, other rights-of-way or waterways.

Administrator, zoning: The person designated by the city manager of the City of Griffin to administer the enforcement of this ordinance.

Adult daycare: A facility that provides support for elderly individuals (and their families, if present), who do not function fully independently, but who do not need 24-hour nursing care.

Adult entertainment establishments: Any commercial establishment which has as its primary purpose or business the offer for sale of any book, publication or film-video which depicts nudity or sexual conduct or engages in services such as bath houses, massage parlors, wrestling parlors or like activity including a nightclub, cabaret, lounge or other establishment which features adult entertainment.

Aeronautical related use: A use that involves the operation, storage and/or repair of aviation related parts, products or services; such as, but not limited to, sale of fuel and oil, tie downs, hangars, ramp services, aircraft and avionics repair, aircraft sales, etc.

Agriculture: The raising of soil crops and livestock in a customary manner on tracts of land at least three acres in size and shall include all associated activities. Retail sale of products raised on the premises shall be considered a permissible activity provided that space necessary for the parking of customer's vehicles shall be provided off public right-of-way.

Airport related accessory uses: A use that is clearly incidental to the operation of the facility as an airport, is normally conducted in an airport terminal building, is designed to provide airplane passengers and crews with products and services and is directly related to the ability of the facility to operate as an airport; such as, but not limited to, snack bar, delicatessen, automobile rental agency, newsstand, sundry sales, etc.

Alley: A minor street which is used primarily as a service way providing a secondary means of public access to abutting property and not intended for general traffic circulation. A public or private way within a block, generally giving access to the rear of lots or buildings and not used for general traffic circulation.

Alteration: Any change in the supporting members of a building; any addition to or reduction of a building; any change in use; or any relocation of a building.

Ambulance service or ***rescue squad:*** A privately owned facility for the dispatch, storage, and maintenance of emergency medical care vehicles.

Amenity: Aesthetic or other characteristics of a development that increase the desirability to a community or its marketability to the public. Amenities may differ from development to development but may include such things as a unified building design, recreational facilities, site design, neighborhood clubhouse, pool, or tennis courts.

ANSI: The American National Standards Institute, Inc.

Applicant: A person seeking any determination or approval under, or permits required by these regulations.

Application: An application for development approval that contains the supporting documentation required by these regulations.

Architect: A person who, by reason of his knowledge of the mathematical and physical sciences and the principles of architecture and architectural design, acquired by professional education, practical experience or both, is qualified to engage in the practice of architecture as attested by the issuance to said person of a license as an architect by the State of Georgia.

Area: The area of a property shown to the nearest whole square foot or to the nearest one hundred thousandth of an acre.

Art, music or ***other studio:*** A space which can be used as an artist's workroom, a photographer's establishment, an establishment where an art is taught or studied including but not limited to dance, music, painting, drawing, TV, film, or other art endeavors.

Arterial street: A major highway with full or partial control of access.

ASCE: The American Society of Civil Engineers.

Assisted living: A residential complex which may be in any form including detached and attached dwelling units and residences offering private and semi-private settings designed for and principally occupied by senior citizens. Such facilities may include a congregate meals program in common dining areas, but exclude institutional care such as medical or nursing care.

ASTM: The American Society of Testing and Materials.

Automotive body, paint and interior repair and maintenance: A wide range of mechanical and electrical repair and maintenance services for automotive vehicles, such as passenger cars, trucks, and vans, and all trailers; or, engine repair and replacement. See NAICS Code 811111 for further explanation.

Automotive engine repair and replacement shops: A wide range of mechanical and electrical repair and maintenance services for automotive vehicles, such as passenger cars, trucks, and vans, and all trailers; or, engine repair and replacement. See NAICS Code 811111 for further explanation.

Automotive tire dealers: A wide range of mechanical and electrical repair and maintenance services for automotive vehicles, such as passenger cars, trucks, and vans, and all trailers; or, engine repair and replacement. See NAICS Code 811111 for further explanation.

Awning: A rooflike cover extending over or before a place as a shelter and which may be used in lieu of a sign. Such signs must be entirely supported from the building and must not exceed four feet in height.

AWWA: The American Water Works Association.

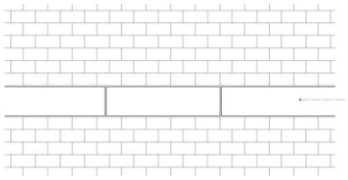
B

Base flow: The portion of stream flow originating from ground water.

Basement: An area below the first floor having not more than one-half of its height above the grade used for storage, garages for use of occupants of the principal dwelling or other utilities common to the rest of the building. A basement used for the above purposes shall not be counted as a story.

Bed and breakfast inn: A residence in which the owner may reside as a private residence and where guest rooms are made available for visitors. Breakfast is the only real meal served and is included in the charge for the room.

Belt course: Also called stringcourse or band course. A molding or projecting course running horizontally along the face of a building.



2.1: Belt Course

Berm: The space left between the upper edge of a cut and toe of an embankment to break the continuity of an otherwise long slope.



2.2: Berm

Block: A piece or parcel of land entirely surrounded by public highways or streets other than alleys. In cases where the plotting is incomplete or disconnected, the subdivider may determine the outline of the block.

BMP or ***Best Management Practice:*** An effective practicable means of reducing the amount of pollution generated by nonpoint sources, which may be structural or nonstructural practices or a combination of practices.

Board of commissioners or ***board of commissioners:*** The governing body of the City of Griffin, Georgia.

Board of commissioners: The term "board of commissioners" means the Board of Commissioners of the City of Griffin, Georgia. The board of commissioner is also known as the city commission.

Boarding home: A dwelling other than a hotel where, for compensation and by prearrangement for a definite period, where meals and/or lodging are provided for four or more persons.

Bond: When a bond is required by law, an undertaking in writing, without seal, is sufficient; and in all bonds where the names of the obligors do not appear in the bond, but are subscribed thereto, they shall be bound thereby.

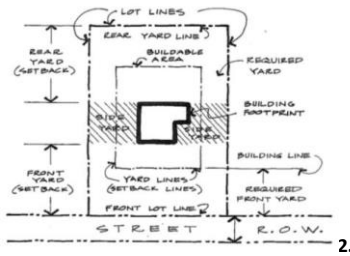
Breezeway: A covered passage one story in height connecting a main structure and an accessory structure.

Buffer: A natural or landscaped area along the property line between different and possibly incompatible types of zoning districts or land uses. Fencing may be erected in buffers but shall not substitute plant materials. Unless otherwise indicated, buffers may be established within the building setback and shall not be enforced in addition to such setback. A buffer shall not be occupied with structures and facilities except as permitted by this ordinance.

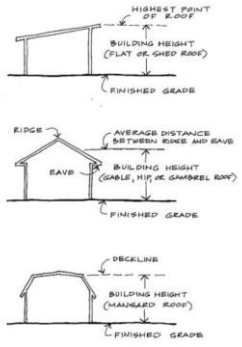
Building: Any structure having a roof and intended for shelter, housing or enclosure of persons, animals or property of any kind.

Building height: The vertical distance of a building measured from the average elevation of the finished grade at the front of the building to the highest point of the building.

Building setback line: The minimum horizontal distance between the property line or the street right-of-way where appropriate and the building or any projection thereof, except as noted in the zoning regulations.



2.3: Building Setback



2.4: Building Height

Building, accessory: A detached structure, the use of which is clearly incidental to, customarily associated with and related to the principal structure or use of the land and which is located on the same lot as the principal structure or use.

Building, principal: The building in which is considered the principal use of the zoning lot on which said building is situated.

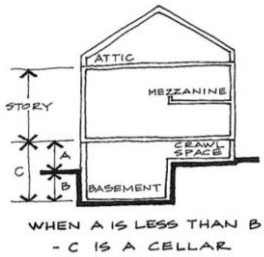
C

Car wash: A primary, main or accessory use, which provides space or bays for cleaning vehicles.

Care home: A rest home, nursing home, convalescent home, home for the aged, or similar use established and operated on a profit or non-profit basis to provide lodging and/or meals and/or domiciliary care for aged, informed, chronically ill or convalescent persons.

Catchment area or ***basin:*** See Watershed.

Cellar: A space with less than one-half of its floor-to-ceiling height above the average finished grade of the adjoining ground or with a floor-to-ceiling height of less than 6.5 feet.



2.5: Cellar

Cemetery: The use of property as a burial place for human remains. Such a property may contain a mausoleum.

Center line: The line surveyed and monumented by the governing authority as the center line of the street or highway. If such center line has not been surveyed, it shall be that the (sic) line running midway between the outside curb and ditches of the street or highway or the middle of the traveled roadway or the street.

Channel: An elongated depression, either naturally or artificially created and of appreciable size, which periodically or continuously contains moving water, or which forms a connecting link between two bodies of water. It must have a definite bed and bank that serve to confine the water.

Charter: The term "Charter" means the Charter of Griffin, Georgia.

Check cashing facility: A person or business that for compensation engages in whole or part in the business of cashing checks, money orders or other commercial paper services the same purpose as check cashing. This does not include a state or federally chartered bank, saving and loan or credit union.

City engineer: The City Engineer of the City of Griffin, Georgia.

City manager: The City Manager of the City of Griffin, Georgia.

City: The term "city" means the City of Griffin, Georgia.

Civic building, facility, land: A building or site for functions accessed by the general public.

Clearing: The removal of trees or other vegetation, but not including grubbing activities.

Clinic: An establishment where medical or dental patients are admitted for examination and treatment, but overnight stay is prohibited.

Club or ***lodge, non-commercial:*** An incorporated or unincorporated association for civic, social, cultural, religious, fraternal, literary, political, recreational or like activities operated for the benefit of its members and not open to the general public.

Cluster development: A development, under a single ownership, consisting of a design technique that concentrates a series of attached and/or detached dwelling units on a part of the site to allow the remaining land to be used for recreation, common open space and preservation of environmentally sensitive features.

Code: The terms "Code" and "this Code" mean the Unified Development Code of Griffin, Georgia, as designated in Section 101.

Colleges/universities: An institution other than a trade school that provides full-time or part-time education beyond high-school.

Commercial recreation, indoor: An establishment providing completely enclosed recreation activities. Accessory uses may include the preparation and serving of food or sale of equipment related to the enclosed uses. Commercial recreation, indoor includes but is not limited to bowling, roller skating, ice-skating, billiards, motion picture theatre, pool, rock climbing wall.

Commercial trade or***vocational school:*** A secondary or higher education facility primarily teaching usable skills that prepare students for jobs in a trade and meeting the state requirements as a vocational facility.

Commercial recreation, outdoor: Land or premises designed to be used by members of the public, for a fee, that contain outdoor amusement facilities such as miniature golf course, merry go round, car race tracks, and outdoor motion picture theatres, golf course.

Communication tower: A structure that is intended to send and/or receive radio, television or cellular communications.

Community garden: A single piece of land gardened collectively by a group of people.

Comprehensive plan: The comprehensive plan adopted by the board of commissioners pursuant to O.C.G.A. § 36-70-3, as said plan may be amended from time to time.

Computation of time: Except as otherwise provided by time period computations specifically applying to other laws, when a period of time measured in days, weeks, months, years or other measurements of time except hours is prescribed for the exercise of any privilege or the discharge of any duty, the first day shall not be counted, but the last day shall be counted; and, if the last day falls on Saturday or Sunday, the party having such privilege or duty shall have through the following Monday to exercise the privilege or to discharge the duty. When the last day prescribed for such action falls on a public and legal holiday as set forth in O.C.G.A. § 1-4-1, the party having the privilege or duty shall have through the next business day to exercise the privilege or to discharge the duty. When the period of time prescribed is less than seven days, intermediate Saturdays, Sundays and legal holidays shall be excluded in the computation.

Condominium: An individually owned dwelling unit in an attached, detached or multi-family structure, combined, with joint ownership of common areas of the buildings and grounds as defined by the laws of the State of Georgia.

Conduit: A general term for any channel intended for the conveyance of water, whether open or closed; any container for flowing water.

Construction costs: The total value of the construction of, or reconstruction work on structures, as determined by the director of development services, or their designee, in issuing a building, or other type, permit for construction or reconstruction.

Construction plans: A set of engineering drawings of the proposed streets, drainage and utilities, which meets the minimum standards of these regulations.

Construction vehicle: Any vehicle (other than passenger vehicle, pick-up or panel truck) having a primary purpose of land clearing or grading, hauling and use in building construction, including but not limited to earth moving equipment such as bulldozers, loaders, backhoes, bobcats, trenching machines and dump trucks.

Construction, continual: Construction performed by a full complement of workers and equipment mobilized at the project site, actively engaged in incorporating materials and equipment into the building or structure each normal working day.

Consumer fireworks: The term "consumer fireworks" means any small fireworks devices containing restricted amounts of pyrotechnic composition, designed primarily to produce visible or audible effects by combustion, that comply with the construction, chemical composition, and labeling regulations of the U.S.

Consumer Product Safety Commission as provided for in Parts 1500 and 1507 of Title 16 of the Code of Federal Regulations, the U.S. Department of Transportation as provided for in Part 172 of Title 49 of the Code of Federal Regulations, and the American Pyrotechnics Association as provided for in the 2001 American Pyrotechnics Association Standard 87-1, and additionally shall mean "Roman Candles".

Consumer fireworks retail sales facility or store: The term "consumer fireworks retail sales facility or store" shall have the same meaning as provided for by NFPA 1124; provided, however, that such term shall not include a tent, canopy, or membrane structure; provided, further, that such term shall only include such buildings with at least 4,000 square feet of retail display space and wherefrom no more than 25 percent of such retail display space is used for consumer fireworks. Only the holder of a consumer fireworks distributor's license, issued pursuant to O.C.G.A. § 25-10-5.1 may lawfully own or operate a consumer fireworks retail sales facility or store to sell consumer fireworks.

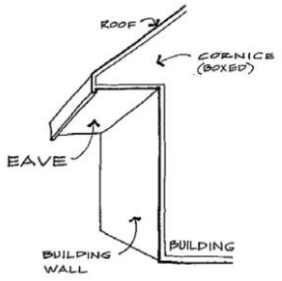
Consumer fireworks retail sales stand: The term "consumer fireworks retail sales stand" shall have the same meaning as provided for by NFPA 1124; provided, however, no temporary sales shall be made from any motor vehicle, from a trailer towed by a motor vehicle, or from a tent, canopy, or membrane structure. All stands shall be located within 1,000 feet of a fire hydrant, or a fire department connection of a building affiliated with such stand, unless the fire chief or fire marshal approves a location in excess of 1,000 feet of a fire hydrant or building connection. A distributor may operate no more than two stands per every permanent store or location within the jurisdiction.

Contractor: A person, firm or corporation who the owner of a property has employed, or contracted to perform, construction activity associated with a development. For purpose of this regulation the term contractor shall include all subcontractors who are under separate contract or agreement with the contractor for performance of a part of the work at the site.

Convenience store with gas: A use offering a limited variety of groceries, household goods, freshly prepared food, beer, wine and personal care items, in association with the dispensing of motor fuels as an accessory use, but in all cases excluding vehicle service, maintenance and repair.

Convenience store without gas: A use offering limited variety of groceries, household goods, freshly prepared food, beer, wine and personal care items.

Cornice: Any horizontal member, structural or nonstructural, projecting outward from the exterior walls at the roofline, including eaves and other roof overhang.



2.6: Cornice

Corporate limits: The term "corporate limits" means the corporate limits of the City of Griffin.

County: The terms "county," "the county" and "this county" mean the County of Spalding, Georgia.

Court: The term "court" means the municipal court provided by law for the punishment of offenders against the laws or ordinances of the city, whether it shall be the court now constituted or a court hereafter established pursuant to law.

Crematorium: A location containing properly installed, certified apparatus intended for the use in the act of cremation.

Cul-de-sac: A street having one end open to traffic and being permanently terminated within the development by a vehicular turnaround. For the purpose of designation, a cul-de-sac street shall be interpreted to begin at the intersection of two or more streets nearest to the vehicular turnaround.

Cultural facility: A library, museum, or similar public or quasi public use displaying, preserving and exhibiting objects of community and cultural interest in one or more of the arts or sciences.

Culvert: A closed conduit of waterway carrying water through a highway or railroad embankment. Although there are borderline cases a culvert is distinguished from a bridge by certain characteristics, such as (a) a culvert generally has the same material all around its perimeter, and has a regular, symmetrical shape, where a bridge opening has not — in other words, a culvert is a large pipe; (b) a culvert usually has a large ratio of length to width.

Curb cut: The point at which vehicular access is provided to a lot from an adjoining street.

D

Day care facility: A use in which shelter, care and supervision for seven or more persons on a regular basis away from their primary residence for less than 24 hours per day. A day care facility may provide basic educational instruction. The term includes, but is not limited to, nursery school, kindergarten, early learning center, playschool, pre-school, adult day care and group day care home. A day care facility must meet State of Georgia regulations.

DCA: The Georgia Department of Community Affairs.

Dead-end street: Streets that do not have permanent vehicular turnarounds at its termini.

Debris: Any material, including wood, floating trash, suspended sediment or bed load moved by a flowing stream; detritus. This term also includes those materials that may be disposed of in a debris landfill.

Decorative pole: GranVille prismatic glass acorn luminaire, north Yorkshire cast aluminum fluted pole, cast iron base with steel shaft.

Delegation of authority: Whenever a provision requires the head of a department or an official of the city to do some act or perform some function, it shall be construed to authorize the head of such department or the official to designate, delegate and authorize subordinates to do the required act or perform the required function, unless the terms of the provisions designate otherwise.

Demolition: The razing of any structure above the existing grade or demolition of any structure below the existing grade.

Density: The number of dwelling units per acre of land used for residential purposes. Density figures are to be in terms of net acres, total developable acres or the land devoted to residential use exclusive of streets, sidewalks, stormwater management areas, floodplain, wetlands, required open or common space, greenspace and other public lands.

Design professional: An individual who meets state licensure requirements applicable to the profession or practice he is engaged in.

Developer: Any person, individual, firm, partnership, association, corporation, estate, trust or any other group or combination acting as a unit who directs the undertaking or proposes to undertake development as herein defined, whether the development involves the subdivision of the land for sale to individual users, the construction of buildings or other improvements on a single land ownership, or both.

Development: The construction, reconstruction, conversion, structural alteration, relocation or land disturbance of a commercial use or residential subdivision which may involve the following activities:

a. The subdivision, consolidation or boundary adjustment of a lot or lots;

b. The construction, reconstruction, conversion, structural alteration, relocation, enlargement or demolition of a structure;

c. The mining, excavation, landfill, drilling, grading, deposition of refuse, solid or liquid waste, or fill on a zoning lot;

d. The alteration of the shore or bank of a pond, lake, river or other waterway; or

e. Any use or change in the use or intensity of use of any structure or any change in the intensity of use of land.

Dike: An embankment to confine or control water, especially one built along the banks of a river to prevent overflow of lowlands; a levee.

Director of development services: The Director of the Development Services Department of the City of Griffin or their designee.

Director of public works: The Director of the Public Works Department and Division of the City of Griffin or their designee.

Director of solid waste: The Director of the Solid Waste Division of the City of Griffin or their designee.

Director of stormwater: The Director of the Stormwater Department of the City of Griffin or their designee.

Discharge: (a) The quantity of water, silt, or other mobile substances passing along a conduit per unit of time; rate of flow; cubic feet per second; liters per second, millions of gallons per date, etc.; (b) The act involved in water or other liquid passing through an opening or along a conduit or channel; (c) The water or other liquid which emerges from an opening or passes along a conduit of channel.

Ditch: An artificial channel, usually distinguished from a canal by its smaller size.

Dog day care: Any premises containing four or more dogs which are five months old or older which provide such services as canine day care for all or part of the day, training, grooming, behavioral counseling and accessory retail sales.

Dog grooming: Any place or establishment, public or private, where animals are bathed, clipped or combed for the purpose of enhancing aesthetic value or health for a fee.

Drainage area: The area of a stream at a specified location, measured in a horizontal plane, which is enclosed by a topographic divide such that direct surface runoff from precipitation normally would drain by gravity into the river basin above the specified point.

Dwelling: A building used for residential occupancy.

Dwelling, duplex (two family): A building containing two single-family dwelling units totally separated from each other by a common wall extending from ground to roof.

Dwelling, multi-family: A building containing three or more dwelling units, with each dwelling unit having a common wall or common floor connecting it to at least one other dwelling unit in the building or a single family type building not connected to any other unit which is not located on a single zoning lot surrounded by open space or yard.

Dwelling, patio: A one-family dwelling in which all or a portion of the area required for side and rear yards is consolidated into one or more garden court spaces attached to the dwelling unit.

Dwelling, single-family attached: A building containing two or more single-family attached dwelling units joined at one or more party walls or other common facilities (not including the walls of an enclosed courtyard or similar area) and with property lines separating each dwelling unit, thus permitting zero lot lines.

Dwelling, single-family detached: A building designed or constructed as a unit for residential occupancy for one family that is not attached to another dwelling by any means, is located on a single zoning lot surrounded by open space or yard.

Dwelling, townhouse: One of a group of three or more single-family attached dwelling units under fee simple or condominium or cooperative ownership, as defined by the laws of the State of Georgia, in which each unit has its own front and rear access to the outside, no unit is located over another unit, and each unit is separated from any other unit by one or more vertical common fire-resistant walls. For the purposes of this ordinance the term "townhouse dwelling" shall not include a single-story attached dwelling unit.

E

Easement: The right, grant or privilege of using another's property for purposes such as constructing and maintaining sanitary sewers, water mains, electric lines, telephone lines, storm sewers, gas lines, bicycle paths or other purposes requiring encroachment onto another's property.

Easement: Recorded authorization for a specified purpose by a property owner for the use of any designated part of the real property by another entity.

Eating establishment, fast food: Eating establishments where customers order and are served their food at a counter or in a motor vehicle in packed prepared to leave the premises. Consumption may be on or off-premise.

Eating establishment: A structure in which the use is preparation and sale of food and beverage. This does not include eating establishment, fast food. Drive through windows are not permitted. This use includes, but is not limited to, restaurants, cafes, coffee shops and bakeries.

Ecodevelopment: A proactive development approach, whereby actions such as incorporating natural topography, landscaping with native plant species, creating natural stormwater management systems and decreasing impervious cover are implemented in order to improve water quality, reduce infrastructure needs and to minimize the negative secondary effects on ecology caused by land development.

Elevation, front: The view of a building or group of buildings as seen from directly in front of the structure.

Equipment, heavy: Includes but is not limited to bulldozers, loaders, backhoes, bobcats, framing equipment or other similar machinery.

Erosion control regulations: The City of Griffin, Georgia Erosion and Sedimentation Control Ordinance.

Extended stay hotel/motel: Any building containing six or more guest rooms intended or designated to be used or which are used, rented or hired out to be occupied or which are occupied for sleeping purposes for guests and contain kitchen facilities for food preparation including but not limited to a refrigerator, stove or oven. Extended stay facilities may include lobbies, conference rooms, meeting rooms and child play areas.

F

Family day care: A home occupation in which shelter, care and supervision are provided for six or fewer children under the age of 18 on a regular basis for less than 24 hours per day. A family day care may provide basic educational instruction.

Family: Two or more individuals, related by blood, marriage or legal relationship, living together in a dwelling unit intended for single-family occupancy; two or more non-related individuals without disabilities as recognized by the Americans with Disabilities Act 42, U.S.C. section 12101, et seq., living together as a single housekeeping unit in a dwelling unit intended for single-family occupancy; or a combination of two or more related and non-related persons living together as a single housekeeping unit in a dwelling intended for single-family occupancy.

Farm goods: Goods produced on site including but not limited to crops, plants, trees, maintaining livestock, poultry or bees.

Farm operations: Commercial agricultural uses including crop production, dairy, stock, poultry, commercial greenhouse, livestock raising and other related uses with the necessary uses for treating or storing the products created on site, however this use should be secondary. This also includes related structures related to farming operations.

Farmer's market: The offering for sale of fresh agricultural products directly to the consumer at an open air market occurring at a pre-determined area where the vendors are generally individuals who raised the vegetables or produce. This does not include second hand goods or meats.

Farmstand: A building or structure used for retail sales of fresh fruit, vegetable, flowers, herbs or plants not to exceed 500 gross square feet. May also include the sale of other unprocessed foodstuffs such as jams, jellies, pickles, baked goods or handi-crafts. No commercially processed or packed items shall be sold at a farmstand.

Feather banner: A banner made from lightweight material and attached to a pole and is designed to wave in the wind.

Feed store: An establishment engaged in retail sale of supplies and agricultural products including the bulk storage of fertilizers and related agrichemicals.

Final plan or ***plan:*** A detailed engineering drawing(s) showing the proposed improvements required in the development of a given parcel and demonstrating compliance with the requirements of these regulations and other law, prepared by a qualified design professional who is licensed to prepare such in accordance with state law.

Financial institution: A bank, savings and loan, credit union, mortgage office or automated teller machine (ATM). Financial institutions shall not include stand alone currency exchange, check cashing establishment or pawn shop.

Finish floor elevation (FFE): The elevation at which the building foundation meets the prevailing ground surface

Flood boundary, 100-year: Those areas of the City of Griffin having a one percent chance or greater of being partially or completely inundated by flood waters, either from a defined river, creek or stream or from the unusual and rapid accumulation of runoff or surface water from any sources. For purposes of this ordinance, the 100-year flood plan shall be as shown on flood hazard boundary maps, published by the Federal Emergency Management Agency or as determined from formal flood hazard studies prepared by the City of Griffin Public Works and Utilities Department.

Flood hazard area: Any normally dry area that is susceptible to being inundated by water. The flood hazard areas include, but are not limited to, land subject to the 100-year flood.

Flood peak: The maximum discharge of a particular flood at a given point along a stream.

Floodplain: Any plain which borders a stream channel and is covered by its water in time of flood; stream bed areas subject to recurrent overflow, or inundation.

Floodway: The channel of a river, stream or other watercourse and the adjacent land area that must be reserved to discharge the 100-year flood without cumulatively increasing the water surface elevation more than one foot at any point.

Floor area: The heated space of a dwelling, which is exclusive of attic, unfinished basement, garage, carport, patio and open porches measured from the exterior face of the exterior walls or a dwelling. Also, the gross leasable floor area for any business or industry based on interior dimensions.

Fps: Feet per second.

Frontage: Distance of lot as measured along the right-of-way.

Funeral home: A building or part of a building used for human funeral services. Such facility may contain space and facilities for embalming and the performance of other services used in the preparation of the dead for burial or cremation, the performance of autopsies, other surgical procedures, the storage of caskets, other related funeral supplies and the storage of funeral vehicles.

G

Gender: The masculine gender shall include the feminine and neuter.

General automotive repair: A wide range of mechanical and electrical repair and maintenance services for automotive vehicles, such as passenger cars, trucks, and vans, and all trailers; or, engine repair and replacement. See NAICS Code 811111 for further explanation.

Georgia DOT or ***GDOT:*** The (State of) Georgia Department of Transportation.

Gph: Gallons per hour.

Gpm: Gallons per minute.

Grading: The movement, removal or addition of earth on a site by the use of mechanical equipment.

Greenhouse: Retail business whose primary activity is the selling of plants grown on the site and having enclosed and open space for growing or display.

Group home for disabled persons: A residential use or facility, located in a single-family dwelling, where non-related persons with a disability recognized by The Americans with Disabilities Act, 42 U.S.C. section 12101, et seq., may live together in a residential setting, free from discrimination in local governmental rules, policies, practices or services, except as would constitute a direct threat to the health and safety of the occupants or other individuals.

Grubbing: The removal of vegetation by methods such as digging, raking, dragging or otherwise disturbing the roots of vegetation.

Guest house: A detached accessory dwelling unit located on the same lot with a single-family dwelling. The square foot area of a guess house may not exceed 1,000 square feet in floor area and may only be used by non-paying guests or relatives of the owners or occupants of the principal building. The guest house shall not be rented or otherwise occupied as a separate dwelling.

H

Halfway house: A halfway house provides a structured living environment for persons learning to adjust to society after being imprisoned.

Headwater: (A) The water upstream from a structure; (B) the source of a stream.

Health department: The Spalding County Health Department.

Heated floor area: The finished area within a building or structure that is heated by the main central heating system installed to serve said building or structure. For example, the floor area of an unfinished basement or garage is not included in determining the amount of heated floor area of a residential dwelling.

Home occupation: An occupation or activity for gain or support conducted by a member of the family residing on the premises with which there is:

a. No group instruction, assembly or activity, and no signage is used to indicate from the exterior that the building is being utilized in any part for any purpose other than that of a dwelling;

b. There is no commodity sold upon the premises;

c. No person is employed other than a member of the immediate family residing on the premises;

d. No mechanical equipment is used except that which is normally used for purely domestic purposes.

Homeless shelter: Charitable, non-profit, short-term housing and/or room and board accommodations for the homeless for which there is no charge, monetary or other to the person being provided such temporary housing.

Hospice: A home-like facility for the care of terminally ill patients in which food, shelter and nursing care is provided.

Hospital: Any institution receiving in-patients or a public institution receiving out-patients and authorized under Georgia Law to render medical, surgical and/or obstetrical care. Cremation services can be provided as an accessory use.

Hotel: A facility offering transient lodging accommodations to the general public and providing additional services such as restaurants, meeting rooms, entertainment and recreational facilities.

HUD: The U.S. Department of Housing and Urban Development.

Hydrology: The science of dealing with the waters of the earth in their various forms, precipitation, evaporation, runoff and storage.

I

Impervious surface: Any material or surface that prevents absorption or infiltration of stormwater into the ground. Includes, but is not limited to, buildings, accessory structures, driveways of asphalt or concrete surface, parking lots and sidewalks.

Imperviousness: The quality or condition of a material that minimizes percolation.

Industrialized building: A factory-fabricated dwelling or commercial unit built in one or more sections designed to fit together on a permanent foundation but which usually does not originally have wheels for movement and which is constructed in accordance with the Georgia Industrialized Building Act which bears the seal of approval issued by DCA.

Institutional use: A building, facility or land owned by a government, non-profit corporation, association or entity, intended for public or semi-public use, such as courthouses, schools, churches, parks and recreation areas.

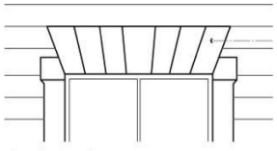
Interpretation: In the interpretation and application of any provision of this Code, it shall be held to be the minimum requirements adopted for the promotion of the public health, safety, comfort, convenience and general welfare. Where any provision of the Code imposes greater restrictions upon the subject matter than the general provision imposed by the Code, the provision imposing the greater restriction or regulation shall be deemed to be controlling.

Interstate: A divided major highway with full control of access and with no crossings at grade. These roads are designated interstate by the Georgia Department of Transportation.

Invert: The floor, bottom or lowest part of the internal cross-section of conduit.

J

Jack arch: Architectural term for a flat arch.



Joint authority: A joint authority given to any number of persons or officers may be executed by a majority of them, unless it is otherwise declared.

Junk yard: Any use on private property involving the parking, storage or disassembly of junked vehicles or wrecked or non-operable automobiles, trucks or other vehicles; storage, bailing or otherwise dealing in junk, animal hides, scrap iron or other metals, used paper, used cloth, used plumbing fixtures, old stoves, old refrigerators and other old household appliances, used brick, wood or other building materials. These uses shall be considered junk yards whether or not all or parts of these operations are conducted inside a building or in conjunction with, in addition to or accessory to, other use of the premises.

Junked or ***inoperable motor vehicle:*** Any motor vehicle that is wrecked, wholly or partially dismantled, majorly disassembled, or missing a key component, such as a motor, transmission or body parts, so as to be incapable of normal operation in the manner intended, including disassembled parts, pieces, or components thereof; failure to display a current license tag, tag decal, or (if required) current vehicle safety or emission sticker, shall create a presumption the motor vehicle is junked or inoperable.

K

Keeper and ***proprietor:*** The terms "keeper" and "proprietor" mean and include persons, firms, associations, corporations, clubs and co-partnerships, whether acting by themselves or as a servant, agent or employee.

Kennel: A commercial facility where boarding, caring for and keeping of dogs or cats or other animals or combination thereof is carried on for the purpose of providing an income or revenue.

L

Land area per dwelling unit: The amount of land in square feet required for each dwelling unit permitted on a zoning lot.

Land disturbance: Any land or vegetation change, including, but not limited to, clearing, grubbing, stripping, removal of vegetation, dredging, grading, excavating, transporting, and filling of land, that do not involve construction, paving or any other installation of impervious cover.

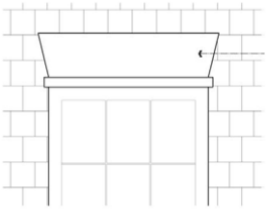
Laundromat: A facility where patrons wash, dry, or dry clean clothing or other fabrics in machines operated by the patron.

Licensed land surveyor: A person who, by reason of his knowledge of the several sciences and of the principles of land surveying acquired by practical experience and formal education, is qualified to engage in the practice of land surveying, as attested by the issuance to said person of a license as a land surveyor by the State of Georgia.

Licensed landscape architect: A person who, by reason of his special knowledge of natural, physical and mathematical sciences and the principles and methodology of landscape architectural design acquired by practical experience and formal education or both, is qualified to engage in the practice of landscape architecture, as attested by the issuance to said person of a license as a landscape architect by the State of Georgia.

Light industrial use: Any use which involves manufacturing, processing, assembly or storage operations where all operations are conducted entirely within a building and no noise, vibration, smoke, gas, fume, odor, dust, fire hazard, radiation or other injurious or obnoxious condition related to the operation creates a nuisance beyond the premises.

Lintel: A horizontal architectural member spanning and usually carrying the load above an opening.



2.8: Lintel

Liner building: A liner building is a specialized building, parallel to the street, which is designed to conceal an area such as a parking lot or loading dock.

Loading space or ***area:*** Space logically and conveniently located for pickup and delivery service, scaled to the vehicles expected to be used and accessible to such vehicles at all times. Also defined as an area to provide safe loading and unloading of passengers such as a day care facility or church.

Loading, off-street: An unobstructed area provided and maintained for the temporary parking of trucks and other motor vehicles for the purpose of loading and unloading goods, wares, materials and merchandise.

Local street: Streets that represent the lowest category of the functional classification system. Local streets are used primarily for direct access to residential, commercial, industrial or other abutting property. They do not include streets carrying through traffic.

Loft apartment: An apartment(s) customarily located on the second story of a retail business or professional office located in the commercial business district (CBD) or in some instances the planned commercial development (PCD) zoning districts.

Lot: A recorded area of land under one ownership of at least sufficient size to meet minimum zoning requirements for use, coverage and area and to provide such yards and other open spaces as are required by the zoning ordinance, as well as certain nonconforming lots of record exempted by the zoning ordinance. Such lots shall have frontage on a public street or on an approved private street as set out in the zoning ordinance and may consist of:

a. A single lot of record;

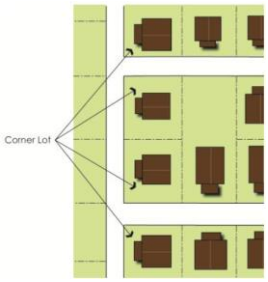
b. A portion of a lot of record;

c. A combination of complete lots of record or complete lots of record and portions of lots of record or of portions of lots of record;

d. A parcel of land described by metes and bounds.

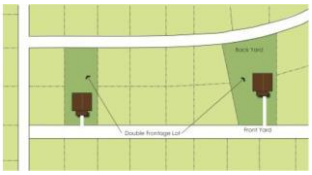
e. In the case of divisions, boundary adjustment, or consolidation shall no residential area of land be created which does not meet the requirements of the zoning ordinance. The grant of an interest, for security or other purpose, in real property for less than an entire lot, or the foreclosure or sale of such interest, shall not be deemed to create a legal lot unless property approved, by variance, granted by the board of commissioners, in accordance with these regulations and the zoning ordinance.

Lot, corner: A lot having frontage at the intersection of two or more public streets.



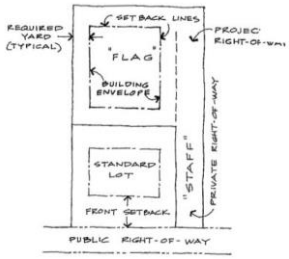
2.9: Corner Lot

Lot, corner (double-frontage): A lot located at the junction of two or more intersection streets, having an interior angle of less than 135 degrees, with a boundary line thereof bordering on two of the streets.



2.10: Double Frontage

Lot, flag: A lot whose access is provided to the bulk of the lot by means of a narrow corridor or panhandle and does not meet the normally required minimum lot width.



2.11: Flag Lot

Lot, interior: A lot, other than a corner lot, with frontage on only one lot.

Lot, nonconforming: A lot that has less than the minimum area or minimum dimensions required in the zone in which the lot is located.

Lot, through: A lot that fronts upon two parallel streets or that fronts upon two streets that do not intersect at the boundaries of the lot.

Lot coverage: That portion of the lot that is covered by principal structures, accessory buildings and impervious surface, including, but not limited to, driveways of asphalt or concrete, parking areas, walkways and sidewalks.

Lot depth: The mean horizontal distance between the front and rear lot lines, measured in the general direction of the side lot lines.

Lot line: A boundary of record that divides one lot from another or from a public or private street or any other space.

Lot line: A line defining the ownership boundary of a lot.

Lot of record: A lot that exists as shown or described on a plat or deed in the records of the Office of the Clerk of the Superior Court of Spalding County.

Lot width: The distance between side lot lines measured at the front building line.

Lot width: Distance between the side lot lines measured as a tangent to the front building line as described by the zoning ordinance.

M

Major collector street: The part of the road classification system that serves as the principal network for through traffic flow. Major collectors have a primary function of providing neighborhood linkages and aggregating traffic, then carrying it to the arterial street system. They may also penetrate a neighborhood, distributing trips to ultimate destinations and in a few instances providing direct access to individual abutting property.

Manufactured home: A structure transportable in one or more sections and which is built on a permanent chassis and designed to be used as a dwelling with or without a permanent foundation when connected to the required utilities and includes the plumbing, heating, air-conditioning and electrical systems, contained therein. Such dwelling is regulated by the manufactured home construction and safety standards established under the National Manufactured Home Construction and Safety Standards Act adopted in 1976, bearing an insignia issued by U.S. Department of Housing and Urban Development (HUD).

Manufacturing: The mechanical or chemical transformation of materials or substances into new products, including the assembling of component parts, the manufacturing of products, the blending of materials, such as lubricating oils, plastics, resins, or liquors. This includes processing, assembly and storage operations.

Master plan: A comprehensive plan, which may consist of several maps, data and other descriptive matter for the physical development of the city or any portion thereof. This includes any amendments, extensions or additions thereof recommended by the city manager and adopted by the board of commissioners indicating the general location for major roads, parks or other public open spaces, public building sites, routes for public, utilities, zoning districts or other similar information.

Mean sea level: The average height of the sea for all states of the tide. It is used as a reference for establishing various elevations within the floodplain. For purposes of these regulations, the term is synonymous with National Geodetic Vertical Datum (NGVD).

Minor collector street: The part of the road classification system designed primarily to serve the collection function for a group of local streets. Additionally, it provides direct access to individual abutting property. Minor collectors are not meant to handle long through trips.

Mixed use: A building or development containing more than one permitted use. Multiple uses are allowed to be stacked vertically and contained in the same building.

Month, year: The terms "month" and "year" mean calendar month and calendar year unless otherwise provided.

Motel: An establishment providing temporary or overnight sleeping accommodations for the traveling public with a majority of all rooms having direct access to the outside without the necessity of passing through the main lobby of the building.

Motor vehicle parts (used) merchant wholesalers: A wide range of mechanical and electrical repair and maintenance services for automotive vehicles, such as passenger cars, trucks, and vans, and all trailers; or, engine repair and replacement. See NAICS Code 811111 for further explanation.

Motor vehicle towing: A wide range of mechanical and electrical repair and maintenance services for automotive vehicles, such as passenger cars, trucks, and vans, and all trailers; or, engine repair and replacement. See NAICS Code 811111 for further explanation.

Municipal court: The term "municipal court" means the Municipal Court of the City of Griffin.

N

Names of officers, departments: The name or title of any officer or department shall be read as though the words "of the City of Griffin" were added.

National Manufactured Home Construction and Safety Standards: The national building code for all manufactured homes built since June 15, 1976, written and administered by the U.S. Department of Housing and Urban Development (also known as the "HUD" Code").

Neighborhood retail, service or office uses: Intended to serve or accommodate the needs of a specific segment of the community or area. Establishments primarily engaged in the provision of frequently or recurrently needed goods for household consumption, such as prepackaged food and beverage and limited household supplies and hardware. These establishments shall not exceed 5,000 square feet. These services are primarily for the residents of the HDR-A district provided that they are conducted entirely within a wholly and permanently enclosed building or buildings which shall be of architectural design compatible to the dwellings within the HDR-A development.

Newspaper publishing facility: A commercial printing operation involving a process that is considered printing, imprinting, reproducing or duplicating images and using printing methods including but not limited to offset printing, lithography, web offset, flexographic, and screen process printing.

Non-conforming building or structure: An existing building or structure erected or constructed prior to adoption of this ordinance, or the adoption of any amendment hereto, on a lot now zoned so that such building or structure could not be built or constructed.

Non-conforming use: A use of land existing at the time of the adoption of this ordinance, or the adoption of any amendment hereto that was lawful at the time the use of land was initiated, but which has been rendered unlawful by the adoption or amendment of this ordinance.

Nontechnical and technical words: The ordinary significance shall be applied to all words, except words of art, or words connected with a particular trade or subject matter, in which case they shall have the significance attached to them by experts in such trade, or with reference to the subject matter.

Number: The singular or plural number shall each include the other, unless expressly excluded.

Nursery: See Greenhouse.

Nursing home facility: Housing for elderly, chronically or terminally ill persons in which food, shelter and nursing care if provided for compensation.

Nursing Home: A home licensed by the state for the aged or chronically or incurably ill persons in which five or more such persons not of the immediate family are provided with food, shelter and care for compensation or a non-profit, but not including hospitals, clinics or similar institutions devoted primarily to the diagnosis and treatment of the sick or injured.

O

O.C.G.A: The abbreviation "O.C.G.A." means the Official Code of Georgia Annotated, as amended.

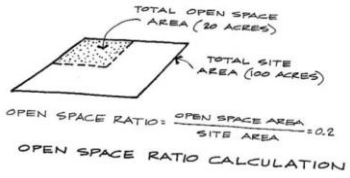
Oath: The term "oath" includes the term "affirmation."

Office, professional: Includes, but is not limited to, offices for accounting, architectural, auditing, bookkeeping, engineering, finance, insurance, law, medical and real estate professions.

Office, temporary: A manufactured or modular building, which is used as a sales office, no-site construction management office or related functions.

Official zoning map: The map officially adopted contemporaneously with and as an integral part of this zoning ordinance that conclusively shows the location and boundaries of all zoned districts existing at the time of adoption of this ordinance and the adoption of future amendments thereto which reclassifies land by districts.

Open space: Any parcel or area of land or water essentially unimproved and set aside, dedicated, designated or reserved for public or private use or enjoyment or for the use and enjoyment of owners and occupants of land adjoining or neighboring such open space or for the preservation and protection of environmentally sensitive land areas or natural land features.



OPEN SPACE RATIO CALCULATION

2.12: Open Space

Or, and: The term "or" may be read "and," and the term "and" may be read "or" if the sense requires it.

Ordinance: This ordinance and all future amendments thereto, together with the official zoning map adopted contemporaneous with this ordinance.

Outdoor display: The displaying of goods or merchandise outdoors on the property with the intent to advertise for sale.

Outdoor storage: The keeping, in an unenclosed area, of any goods, salvage, material, merchandise, storage trailers or vehicles outdoors on the property for more than 24 hours. The term "outdoor storage" shall not include the keeping of vehicles or manufactured housing structures on sales lots in districts which allow such sales lots.

Outparcel: A portion of a larger parcel of land generally designed as a site for a separate structure and business from the larger tract. An outparcel may or may not be a subdivision of a larger parcel. To be recognized as an outparcel, the portion must be identified on a site plan approved for the larger parcel.

Owner: The term "owner," applied to a building or land, shall include any part owner, joint owner, tenant in common, tenant in partnership or joint tenant of the whole or of a part of such building or land.

P

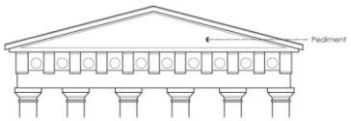
Parking lot: An off-street surfaced ground level area for the temporary storage of operable passenger and commercial vehicles whether for compensation or free.

Parking spaces: An area for off-street automobile parking.

Parking structure (deck): Parking spaces and adjacent access drives, aisles, and ramps that are located in a structure with two or more levels.

Pawnshop: Any business that loans money on deposit of personal property or deals in the purchase or possession of personal property on condition of selling the same back again to the pledger or depositor, or loans or advances money on personal property by taking chattel mortgage security thereon, and takes or receives such personal property.

Pediment: A pediment is a low-pitched triangular gable on the front of some buildings in the Grecian or Greek Revival style of architecture.



2.13: Pediment

Permitted use: Any use allowed as a matter of right in a zoning district and subject to the restrictions applicable to that zoning district classifications.

Person: As used in this ordinance, the term "person" shall mean an individual, group of individuals, and all forms of legal entities recognized by Georgia Law as having the ability to own property, transact business or sue and be used.

Personal care home: A residential use or facility, located in a single-family dwelling, whether operated for profit or not, which undertakes through its ownership or management, for compensation, to provide personal services, protective care and oversight of ambulatory, non-related persons who need a monitored environment but who do not have injuries or disabilities which require chronic or convalescent are, including medical, nursing, or intermediate care. Personal services include, but are not limited to, individual assistance with or supervision in areas of nutrition, medication and provision of transient medical care. Personal care homes may include those facilities which monitor resident's daily functioning and location and have the capability for crisis intervention. Such term does not include:

a. Old age residences which are devoted to independent living units with kitchen facilities in which residents have the option of preparing and serving some or all of their own meals;

b. Boarding facilities which do not provide personal care; or

c. Group homes for disabled persons, as defined by the Fair Housing Act Amendments of 1988, 42 U.S.C. section 3601, et seq.

Personal service establishment: Enterprises serving individual necessities of a non-medical nature including, but not limited to, beauty and barber shops, tanning, dry cleaning pick-up(retail), shoe repair, spa, locksmith and other similar establishments. These may also include retail sales of products related to the services provided.

Places of public assembly: A structure, portion of a structure or area (either indoor or outdoor), including, but not limited to, movie theaters; concert halls; stadiums; amusement parks; carnivals; churches; elementary, middle, high, secondary and post graduate schools; day care centers; private commercial schools, such as martial arts or dance studios; clubs, lodges and arenas, designed primarily for people to gather to observe or participate in a single event or series of single events, including but not limited to the presentation of a motion picture, a concert, an educational presentation, a sermon, an inspirational presentation, a rally, a lecture, a drama, dance, musical or other live performance, or a sporting event.

Places of worship: Places where religious institutions provide assembly with a seating capacity and a sanctuary or main activity area.

Planned development: A tract of land developed under a single ownership or control based on a plan which allows for flexibility of design not available under normal zoning district requirements.

Planned shopping development: Two or more commercial establishments with a total gross floor area of at least 40,000 square feet planned and managed as a single unit with off-street parking and loading facilities provided on the property.

Planning and zoning board (PZB): The City of Griffin, Georgia Planning and Zoning Board appointed by the board of board of commissioners.

Plat: A map, plan or layout of a county, city, town section, subdivision or development certified by a registered surveyor indicating the location and boundaries of a property or properties. See also site plan.

Preceding, following: The terms "preceding" and "following" mean generally next before and next after unless the context requires a different significance.

Private or ***public club, lodge, social center*** or ***meeting room:*** Building or facility for the purpose of social, educational, or recreational purpose.

Professional or ***design professional:*** An individual who meets state licensure requirements applicable to the profession or practice he is engaged in.

Project: A principal building or structure or group of buildings or structures planned and designed as an interdependent unit together with all accessory uses or structures, utilities, drainage, access and circulation facilities, whether built in whole or phases. Examples include: a principal building on a lot, a residential subdivision, a multi-family development, a shopping center or an office park.

Property owner: Any person who owns fee title to a given area of land, excluding, however, any recorded easement or right-of-way.

Property: The term "property" includes real and personal property.

Psi: Pounds per square inch.

Public place: The term "public place" means any place that the public is invited or permitted to go or congregate.

Q

Quasi-judicial decision: decisions on applications for variance and other such decisions made by quasi judicial officers, boards, or agencies as defined by O.C.G.A. § 36-66-3.

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Radio and/or television and/or transmission tower: Any exterior apparatus designed for telephone, radio, or television communications or data transmission through the sending and/or receiving of electromagnetic waves.

Recreational vehicle: Any type of portable structure without a permanent foundation, which can be towed, hauled or is self-propelled, and designed for temporary living accommodations for recreational, camping and travel use, including, but not limited to, travel trailers, truck campers (on or off the truck), camping trailers, buses and motor homes.

Recycling center, collection: Any facility utilized for the purpose of collecting materials to be recycled including, but not limited, plastics, glass, paper and aluminum materials. Such use may be principal or accessory to a non-residential use on non-residentially zoned property.

Religious activity: A use of land involving the exercise of religious believers [beliefs], practices or worship. It is not the intent of this ordinance to regulate religious activity or to impede any person's exercise of religious beliefs.

Repair garage, heavy equipment: A use which may provide a full range of repairs and services including, but not limited to, major overhauls, engine repair, rebuilding and replacement on heavy duty trucks and equipment and may include paint and body shops. The outside storage of unlicensed and unregistered vehicles is prohibited as part of this use.

Research or ***experimental laboratory:*** An establishment which conducts research, development or controlled production of high technology electronic, industrial or scientific products or commodities for sale or a laboratory conducting educational/medical research or testing. This term includes but is not limited to a biotechnology firm or manufacturer of non-toxic computer components.

Residential industrialized building: Any structure or component thereof which is wholly or in substantial part made, fabricated, formed or assembled in manufacturing facilities for installation or assembly and installation on a building site and has been manufactured in such a manner that all parts or processes cannot be inspected at the installation site without disassembly, damage to, or destruction thereof; which bears an insignia of approval issued by the Georgia Department of Community Affairs; and which is used or intended to be used as a dwelling units.

Residential: Pertaining to the use of land, means premises such as single-family detached and attached homes, patio homes, townhouses, manufactured or modular homes, duplexes, condominiums or apartment complexes, which contain habitable rooms for non-transient occupancy and which are designed primarily for living, sleeping, cooking and eating therein.

Responsible party: In the context of enforcement procedures, a person who is alleged to have committed, causes, continued or created a violation of the terms, requirements, regulations, or provisions of these regulations whether as a direct act, through lack of action or neglect, or at the direction of or on behalf of others. A responsible party may be the owner of a premises where a violation has occurred; an occupant whether through ownership, lease or other tenancy; a contractor, building or developer; an agent of or person otherwise acting on behalf of the aforementioned parties; or other person acting in violation of these regulations.

Retail business: A business consisting primarily of buying merchandise or articles in gross and selling to general consumers in small quantities not in bulk and not for resale. These businesses include but are not limited to clothing shops, florists, home goods, drugstore.

Retail business, heavy equipment: The sale or rental of heavy equipment. Heavy equipment includes but is not limited to backhoe, crane, wheel loader, bulldozer, forklift and other similar equipment.

Retail, large-scale: All retail sales and service uses on sites that include more than 74,999 square feet of gross floor area (in aggregate).

Retirement center: A residential apartment or fee simple housing development built exclusively for senior citizens whereby typically a dining facility, aquatic and or fitness center, library and community activities are incorporated in the development and independent living is promoted.

Return cornice: The continuation of a cornice in a different direction, as at the gable end of a house.



2.14: Return Cornice

Right-of-way: A strip of land designated, reserved, dedicated or purchased for the purpose of pedestrian or vehicular access, utility line installation or other use.

Road classification map: Comprehensive plan of arterial, collector and minor streets and roads for all or a portion of the city.

Runoff coefficient: The rate of runoff to precipitation.

S

Salvage yard: Use of property for outdoor storage, keeping, abandonment, sale or resale of salvage including scrap metal, used lumber, salvaged house wrecking and structural steel materials and equipment or for the dismantling, demolition or abandonment of automobiles or other vehicles or machinery or parts thereof.

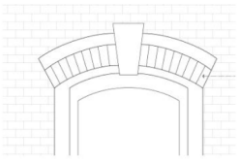
Schedule of fees and charges: The phrase "schedule of fees and charges" means the official consolidated list compiled and published by the city which contains rates for utility and other public enterprises, fees, deposit amounts, performance bonds, and various charges as determined from time to time by the board of commissioners, an official copy of which is maintained in the office of the city clerk where it is available for reference and review during normal business hours.

School: A facility where persons regularly assembly for the purpose of instruction or education including any playgrounds, stadiums or other structures and grounds used in conjunction therewith. The term "school" shall include, but is not limited to, public and private schools used for pre-kindergarten, primary, secondary, or post-secondary education.

Seating, minimum: Where this Code requires seating for a minimum number of persons, only chairs, stools and booths shall be provided as the required seating. The capacity of seats without dividing arms shall be determined by allotting 18 inches per occupant.

Security bars: Metal bars, including, but not limited to, wrought iron guards and sliding scissor gates, attached to or covering a window or glass door which are intended to provide additional protection against vandalism and burglaries.

Segmental arch: A shallow arch; an arch that is less than a semicircle.



2.15: Segmental Arch

Self-storage: A building or group of buildings divided into separate compartments used to meet the temporary storage needs of small businesses or for personal use and may include refrigeration facilities.

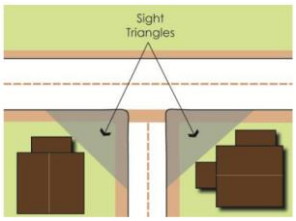
Service station: A use which provides for the sale of motor vehicle fuels and automobile accessories and which may provide minor repair and maintenance services. A service station shall be limited to two bays.

Setback line: The minimum required distance from any lot line that establishes the area within which the principal structure may be erected or placed.

Shall, may: The term "shall" is always mandatory and not merely directory; the term "may" is permissive.

Sidewalk: The term "sidewalk" means any portion of a street between the curbline and the adjacent property line, intended for the use of pedestrians, excluding parkways.

Sight triangle: A triangular-shaped portion of land established at street intersections in which nothing is erected, placed, planted, or allowed to grow in such a manner as to limit or obstruct the sight distance of motorists entering or leaving the intersection.



2.16: Sight Triangles

Sign: Any name, identification, description, display, illustration or device that is affixed to, posted on or represented directly or indirectly upon a building, structure, land, vehicle or otherwise affixed for display in view of the general public and that directs attention to a product, place, activity, idea, person, institution or business.

Signature and ***subscription:*** The terms "signature" and "subscription" include the mark of all illiterate or infirm persons.

Site plan, final and subdivision (construction drawings): Engineered plans and necessary supporting documents required for a proposed project to constitute the complete application for construction approval. Plans shall include complete and detailed engineering and layout drawings for all public and private improvements and utilities, in addition to any ancillary calculations.

Site plan, minor: An engineered drawing proposed improvements to a site of less than 1.1 acres on which the city has not previously approved a site plan, or on which there is an existing approved plan that has been closed (built). The improvements must be minor in nature and generally, (1) not change the internal or external traffic flow patterns; (2) not increase the number of dwelling units; (3) not increase the non residential building size by more than 2,500 square feet or 75 percent of the gross building area, whichever is less; and (4) generally, the proposed disturbed area should not exceed 5,000 square feet. The applicant must provide the department of stormwater an impervious site change form noting the limits of additional impervious area on the site.

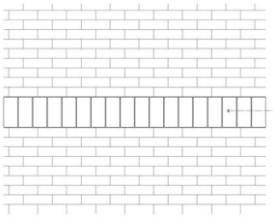
Site plan, preliminary residential and subdivision: Engineered plans required for all residential projects resulting in the creation of three or more lots or any new development involving 1.1 acres or more. Preliminary plans must show general design of a site development or subdivision project and its public improvements including, but not limited to, location and width of streets and structures and their general relationship to the topography of the land; water and sanitary sewer, drainage, lot sizes and arrangement, future development (if applicable) and location and use of adjoining property.

Site plan: A final construction plan, other than a final subdivision final plan, providing a graphic portrayal of a proposed development describing both existing and proposed conditions of the lot(s), including, but not limited to, use, location and bulk of buildings and structures, density of development, public facilities, means of ingress and egress, landscaping, signs, drainage and lighting.

Site work: Development activity to prepare a property for construction of buildings or finished structures, including clearing, grubbing, grading and installation of soil erosion and sedimentation control facilities.

Soil erosion and sedimentation control regulations: That section of the soil erosion and sedimentation control ordinance dealing with sediment control during construction. These regulations are enforced by the public works and stormwater departments.

Soldier course: A course of bricks laid on their ends so that only their long sides are vertical.



2.17: Soldier Course

Special use: A use which within certain zoning districts specified by this ordinance is not permitted as a matter of right but may be permitted within a district by approval of the board of board of commissioners, following a public hearing at which the commission reviews the proposed plans for the use, its location, design, relationship to adjacent properties, and other conditions peculiar to the proposal which may adversely affect adjoining property, under objective criteria; has found the proposal not to be in conflict with the intent of this ordinance; and has approved the use as specified. A special use permit is valid for a period of one year from the date of approval.

State: Whenever the terms "state," "the state" and "this state" are used, they shall refer to the State of Georgia.

Storefront: Display windows of a building housing a commercial use visible from a street, sidewalk, or other pedestrian way accessible to the public, or adjacent to public or private property.

Storm drainage system: Any structure used principally to retain, detain, collect, direct, transfer, carry, convey, distribute or treat, singularly or in combination, storm water or other surface water, including, but not limited to, aprons, basins, berms, BMP facilities, catchments, conduits, culverts, dams, dikes, ditches, drains, drops, filters, grates, infiltration devices, inlets, manholes, man-made channels, outlets, pipes, ponds, rip-rap, risers, spillways, storm sewers, swales and trenches; and also including any maintenance easements needed for such structures.

Street: A right-of-way generally intended for the movement of vehicular and pedestrian traffic and which serves as point of access to abutting property. The term "street" includes streets, sidewalks, avenues, boulevards, roads, alleys, lanes and all other public highways in the city, unless otherwise provided. Street type is officially defined according to the city's road classification map.

Street, classification: As described in the City of Griffin Comprehensive Transportation Plan adopted October 2002:

a. ***Arterials*** connect activity centers and carry large volumes of traffic at moderate speeds. The arterial system in Griffin includes US 19/41, SR 16, SR 155, SR 92 and Bus 19/41.

b. ***Collectors*** provide access to activity centers from residential areas. Their purpose is to collect traffic from streets in residential and commercial areas and distribute the traffic to the arterial system. The collector system in Griffin includes Meriwether Street, College Street, Poplar Street, Solomon Street, Experiment Street, Broad Street, Maple Drive, McIntosh Road, Old Atlanta Highway and North Hill St.

c. ***Local streets*** feed the collector system from low volume residential and commercial areas. The remaining roadways in the city are classified as local streets. The majority of Griffin's roadway system is classified as local streets.

Structure, accessory: A subordinate structure, customarily incidental to a principal structure or use and is located on the same lot. Examples of accessory structures in residential districts shall include tool sheds, storage buildings or detached garages.

Structure, principal: A structure in which the principal use or purpose on a property occurs, and to which all other structures on the property are subordinate. Principal may also mean the main or primary structure.

Structure: Anything constructed, erected or placed with a fixed location on or in the ground or attached to something having a fixed location on the ground. The term "structure" shall include, but is not limited to, buildings, manufactured or modular homes, signs, swimming pools or fall-out shelters. Privacy walls or fences shall not be considered structures.

Subdivision: All divisions of a tract or parcel of land into two or more lots, building sites, or other divisions for the purpose, whether immediate or future, of sale, or building development and includes all division of land involving a new street or a chance in existing streets and includes re-subdivision and, where appropriate to the context relates to the process of subdividing or to the land or area subdivided. The term includes replatting of any division of land involving a new street, or a change in existing streets.

Subdivision, boundary adjustment plan: A legal document, prepared by a qualified professional licensed to prepare such in the State of Georgia, for the purpose of the legal reconfiguring of contiguous lots in the same ownership.

Subdivision, boundary adjustment: The adjusting of common property line(s) or boundaries between adjacent lots, tracts, or parcels for the purpose of accommodating a transfer of land, rectifying a disputed property line location, or freeing such a disputed property line location, or freeing such a boundary from any difference or discrepancies. The resulting adjustment shall not create any additional lots and all reconfigured lots shall contain sufficient area and dimension to meet minimum requirements for zoning and building purposes. (See also consolidation subdivision)

Subdivision, consolidation plan: A legal document, prepared by a qualified professional licensed to prepare such in the State of Georgia, for the purpose of the legal removal of common property lines between abutting lots in the same ownership.

Subdivision, consolidation: The removal of common property lines between abutting lots in the same ownership. (See also boundary adjustment subdivision)

Subdivision, major: Any subdivision that does not meet the requirements of a minor subdivision.

Subdivision, minor: Any subdivision that does not result in the creation of more than three lots out of one or more lots, and does not require the construction of new streets or public water or sewer mains.

Substantial compliance: A substantial compliance with any requirement of this Code or ordinances amendatory thereof, especially on the part of public officers, shall be deemed and held sufficient; and no proceeding shall be declared void for want of such compliance, unless expressly so provided.

SWM facility: Any storm drainage facility that is designed or otherwise intended to, or that actually does, detain or retain stormwater or other surface water. When this term is used in the text of these regulations, all portions of such a facility shall be considered as included.

SWM: Stormwater management.

T

Tenant and ***occupant:*** The terms "tenant" and "occupant," applied to a building or land, shall include any person holding a written or oral lease of, or who occupied, the whole or a part of such building or land, either alone or with others.

Time of concentration: The time it takes for runoff to travel from the hydraulically most distant part of the watershed to the point of reference.

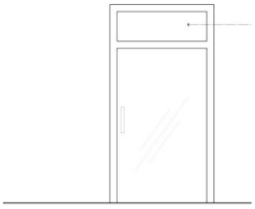
Title pawn: A title pawn is an act of using a vehicle title to acquire a pay day loan.

Traffic study: An analysis conducted to assess the impact of vehicular traffic generated by a new use or change in use on existing or future road network and to obtain the required information in evaluating any potential road network improvements.

Transit station: A commercial or public facility for the loading or unloading of passengers, luggage, and packages including sales of fares and which include accessory restaurants, indoor commercial businesses but not including airports. This facility operates a system of regularly scheduled buses and /or trains available to the public.

Transitional housing facility: A building or buildings in which is provided long-term but no permanent living accommodations for more than six (6) persons who have no permanent residence and are in need of long-term housing assistance.

Transom: A bar of wood or stone across the top of a door or window



2.18: Transom

Tree protection ordinance: The City of Griffin, tree protection ordinance concerning the planting or removal of trees. The City of Griffin Tree Board enforces the tree ordinance. All planting and removal of trees within city right-of-way requires the permission of the tree board.

Truck terminal: A primary use of property where trucks/trailers are temporarily stored, maintained or based. Trucks/trailers shall have current registration and license plats with decal.

U

Urgent care: The delivery of ambulatory care in a facility dedicated to the delivery of medical care outside of a hospital emergency department, usually on an unscheduled, walk-in basis. Urgent care centers are primarily used to treat patients who have an injury or illness that requires immediate care but is not serious enough to warrant a visit to an emergency room. Often urgent care centers are not open on a continuous basis, unlike a hospital emergency room which would be open at all times.

Use, accessory: A use located on the same lot with a principal use or building such as a garage, storage building, swimming pool, children's play area, etc.

Use, principal: The main purpose for which a zoning is intended and for which it may [be] used.

V

Variance: A relaxation of the terms of this ordinance that will not be contrary to the public interest where, owing to conditions peculiar to the property and not the result of the applicant, a literal enforcement of this ordinance would result in unnecessary and undue hardship. A variance cannot be granted to change the text of this ordinance, to reclassify property on the zoning map or to allow a use not permissible within the district involved.

Veterinary services or ***clinic:*** An establishment for the care and medical treatment of animals.

VPD: Vehicles per day.

W

Warehouse: A use engaged in storage, wholesale, and distribution of manufactured products, supplies and equipment, excluding bulk storage of materials that are inflammable or explosive or that present hazards or conditions commonly recognized as offensive.

Watchman's or ***caretakers single family dwelling:*** A temporary accessory structure containing living quarters and kitchen facilities for housing persons responsible for overseeing and maintaining security for the main use on the site.

Water and wastewater system: City of Griffin Water and Sanitary Sewer System.

Wholesale business: A business primarily engaged in the selling of goods or articles in gross to retailers for resale and not directly to the consumer.

Writing: The term "writing" includes printing and all numerals, and also pictures, illustrations and printed or written designs.

Y

Yard, front: The minimum permitted space between the front building line and the front property line.

Yard, rear: The minimum permitted space between the rear building line and the rear property line.

Yard, side: The minimum permitted space between the side building line and the side property line.

Yard: An open space that lies between the building and the nearest property line. The minimum required yard on a zoning lot as set forth in this chapter that is left unoccupied with structures, parking and facilities. A yard may also be known as a setback.

Year: The term "year" means a calendar year.

Z

Zoning administrator: The person who has been designated by the city manager to administer the enforcement of this ordinance.

Zoning decision: Final legislative action by the board of commissioners which results with:

a. The adoption or repeal of a zoning ordinance;

b. The adoption of an amendment to this ordinance which changes the text of this ordinance;

c. The adoption or denial of an amendment to this ordinance which rezones property from one zoning classification to another;

d. The adoption or denial of an amendment to this ordinance which zones property to be annexed into the city; or

e. The grant or denial of a permit relating to a special use of property.

f. The grant or denial of a variance or conditions concurrent and in conjunction with a decision pursuant to subparagraph (c) and (e) of this definition.

Zoning district: A section of the City of Griffin, Georgia, as designated on the official zoning map within which zoning regulations are uniform and compatible.

Zoning map: The official map of the City of Griffin, Georgia, entitled "Zoning Map of the City of Griffin," indicating the location of zoning districts in the city.

Zoning ordinance: An ordinance establishing procedures and zones or districts within the respective territorial boundaries of the City of Griffin, Georgia, which regulate the uses and development standards of property within such zones or districts. The term also includes the map adopted in conjunction with the textual ordinance which shows the zones or districts classifying property depicted thereon.

Zoning: The power of local governments to provide within their respective boundaries for the zoning or districting of property for various uses and the prohibition of other or different uses within such zones or districts and for the regulation of development and the improvement of real estate within such zones or districts in accordance with the uses of property for which such zones or districts were established.

(Ord. No. 16-09 , § 1, 7-26-2016; Ord. No. 18-08 , § 1, 5-8-2018; Ord. No. 21-05 , § 1, 4-27-2021)

ARTICLE 4. PROCEDURES

404. AMENDMENTS.

Amendments to this ordinance may be proposed by the zoning administrator, the board of commissioners, the planning and zoning board and any other owner of property within the City of Griffin or the owner's legal representative. All amendments to this ordinance, either to the text or map, shall be in accordance with the provisions of this section.

404 A. Written ordinance requirement.

All amendments to this ordinance, either to the text or map (rezonings) shall be in the form of a written ordinance and read at one meeting of the board of commissioners. Copies of the proposed ordinance, in final form, shall be available for distribution at the public hearing before the board of commissioners.

404 B. Consistency with Comprehensive Plan.

All amendments to this ordinance shall be consistent with the most current, adopted future land use section of the City of Griffin Comprehensive Plan, as may be amended from time to time, unless significant justification exists based upon an analysis of the standards set forth in Section 405. The applicant shall bear the burden of proof and persuasion by demonstrating approval of a proposed amendment not consistent with the comprehensive plan is warranted, based upon evaluation of the standards set forth in Section 405.

404 C. Applications.

All applications for annexation, rezoning, variance and special use shall be made in writing on form(s) provided by the City of Griffin and shall be submitted to the zoning administrator. No application shall be considered complete until all applicable form(s) have been submitted with payment of applicable fees.

404 D. Application submittal requirements.

All application submittals shall include information deemed necessary by the City of Griffin, including but not limited to the following:

1. Completed application form.
2. Detailed description of existing land uses on all contiguous property;

3. The location of the subject property including street numbers, if available;
4. A boundary plat of the subject property, prepared in accordance with the Georgia Plat Act, showing the dimensions of acreage, location of tract and location of all existing improvements and easements;
5. A site plan drawn to scale showing:
    a. Any and all improvements to be constructed if the application is approved, along with the proposed use and dimensions of all structures;
    b. A statement with any prior conditions to zoning, plat and/or prior variance request approvals granted by the City of Griffin;
    c. Site plans with variance requests shall indicate the dimension of the proposed subject of the variance request (see 415 [section 410] for variance procedures).
6. Spalding County Tax Map, block and lot number of the appropriate plat reference;
7. The present and proposed zoning district classification for the subject property;
8. The name and address of the owner of the subject property;
9. The area of land of the subject property, stated in square feet if less than one acre;
10. Date of application;
11. Any prior applications or actions for rezoning of all or part of the subject property within the past five years;
12. Documentation supporting the request based upon the standards of this article.

404 E.

Within a reasonable time following receipt of a complete application, the zoning administrator shall notify the planning and zoning board of the application submittal and the scheduled review process; a copy of this notice shall be mailed to the applicant.

404 F.

The planning and zoning board, upon receipt of the evaluation from the zoning administrator, shall submit its recommendation to the board of commissioners within 45 days of receipt of the application from the zoning administrator.

404 G. Public hearings.

Public hearing shall be noticed pursuant to Section 408C (1) and 408D (1) and shall be conducted pursuant to procedures set forth ~~as provided~~ in Section 408E (1).

404 H. Deferral authority.

The board of commissioners, zoning administrator and planning and zoning board may defer action or recommendation for a reasonable length of time on any proposed zoning decision pending submission of additional information as requested of the applicant in writing.

404 I. Decisions and recording.

Upon concluding the public hearing, the board of commissioners, in its legislative discretion, may approve, approve with conditions or deny the proposed zoning decision, as submitted or conditioned, defer a decision until a specific meeting date, require the applicant to file additional information or plans regarding the project development and defer action to a later meeting date or allow withdrawal by the applicant, if requested prior to a vote by the commission.

1. Voluntary withdrawal prior to a vote shall not constitute a denial.
2. In approving a zoning decision which constitutes an amendment to this zoning ordinance (i.e. text amendment, rezoning from one zoning classification to another, rezoning of property to be annexed into the City, or a variance in conjunction with a rezoning from one classification to another)~~the ordinance~~, the commission may impose additional conditions or delete conditions recommended by the zoning administrator or planning and zoning board in granting a proposed amendment; provided, however, any additional conditions or the deletion of conditions to the amendment by the board ~~all such conditions~~ shall be stated in the proposed amendment and a public hearing shall be held on the modified amendment proposal prior to the board's vote.~~ordinance prior to its second reading.~~
3. ~~The second and final reading of the ordinance shall take place at the next regular scheduled meeting of the board of commissioners.~~ The vote of each member of the commission shall be recorded in the official minutes. Any tie vote shall constitute a denial of the proposed zoning decision.~~ordinance amendment.~~

404 J.

After final action by the board of commissioners on a zoning decision, any necessary changes to the official and unofficial zoning maps shall be made by the zoning administrator within ten days and shall be dated and signed by the Mayor~~chairman~~. The zoning administrator shall maintain an official log of all authorized changes, either in the text of this ordinance or to the official zoning map, indicating the date the change was made and, if different, the effective date of the zoning decision. Only changes authorized to be made by the zoning administrator, after compliance with the amendment procedures of this ordinance, shall be made and recorded on the official zoning map and official copy of this ordinance, as maintained for public inspection and copying in the zoning administrator's office.

404 K.

The zoning administrator shall convey the final action, in writing, on a zoning decision to the applicant within ten (10)~~three~~ business days of the board of commissioners making such decision.

404 L.

All records concerning proposed zoning decisions, whether approved, denied or withdrawn, shall be maintained by the zoning administrator as public records of the city.

404 M.

If an application for rezoning is denied by the board of commissioners, the same request shall not be reconsidered for six months from the date of such denial. Voluntary withdrawal by the applicant, prior to a vote on final action by the commission, shall not constitute a denial.

405. STANDARDS GOVERNING THE EXERCISE OF ZONING POWER.~~REZONING EVALUATION CRITERIA~~.

The following standards governing the exercise of zoning power are adopted in accordance with O.C.G.A. § 36-66-5(b) and are relevant in balancing the interest in promoting public health, safety, morality, or general welfare against ~~All proposed rezonings of property shall be evaluated in light of the following standards used to interpret the balance between~~ an individual's right to the unrestricted use of ~~their~~ property and the public health, safety or general welfare of the community. In applying these standards, expression of opinions unsupported by objective factual analysis, using the criteria set forth below, should not be considered by the board of commissioners:~~.~~

(1) Existing uses and zoning of adjacent property;

(2) Whether the property to be affected by the zoning proposal has a reasonable economic use as currently zoned, although such use may not be its highest and best potential use;

(3) Whether the zoning proposal will permit a use that is suitable in view of the use and development of adjacent and nearby property;

(4) The relative gain to the public as compared to the hardship imposed upon the individual property owner (applicant) by maintaining the existing zoning;

(5) The suitability of the subject property for the purposes for which the applicant seeks to have it rezoned, including availability of existing infrastructure (when required infrastructure is not available, applicant should address the means by which it will be provided);

(6) The compatibility of the applicant's proposed use of the property, if rezoned, with surrounding properties and uses (the applicant should address measures to reduce the negative impacts of the proposed use, including applicant's position on any conditions attached to a recommendation for rezoning by the zoning administrator and/or planning and zoning board);

(7) Any environmental, historic, cultural or aesthetic concerns unique to the subject property or proposed use, and how applicant proposes to mitigate any negative impacts on surrounding properties and the community at large;

(8) Whether there has been a change in conditions of the subject property or properties in the vicinity of the subject which give supporting grounds for either approval or disapproval of the zoning proposal; and

(9) If applicable, the length of time the subject property has been vacant or substandard as zoned, when considered in the context of land development in the vicinity of the property.

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~~**405-A.**~~

~~Existing uses and zoning of adjacent property;~~

~~**405-B.**~~

~~Whether the property to be affected by the zoning proposal has a reasonable economic use as currently zoned, although such use may not be its highest and best potential use.~~

~~405 C.~~

~~Whether the zoning proposal will permit a use that is suitable in view of the use and development of adjacent and nearby property;~~

~~405 D.~~

~~The relative gain to the public as compared to the hardship imposed upon the individual property owner (applicant) by maintaining the existing zoning;~~

~~405 E.~~

~~The suitability of the subject property for the purposes for which the applicant seeks to have it rezoned, including availability of existing infrastructure (when required infrastructure is not available, applicant should address the means by which it will be provided);~~

~~405 F.~~

~~The compatibility of the applicant's proposed use of the property, if rezoned, with surrounding properties and uses (the applicant should address measures to reduce negative impacts of the proposed use, including applicant's position on any conditions attached to a recommendation for rezoning by the zoning administrator and/or planning and zoning board);~~

~~405 G.~~

~~Any environmental, historic, cultural or aesthetic concerns unique to the subject property or proposed use, and how applicant proposes to mitigate any negative impacts on surrounding properties and the community at large;~~

~~405 H.~~

~~Whether there has been a change in conditions of the subject property or properties in the vicinity of the subject which give supporting grounds for either approval or disapproval of the zoning proposal; and~~

~~405 I.~~

~~If applicable, the length of time the subject property has been vacant or substandard as zoned, when considered in the context of land development in the vicinity of the property.~~

406. SPECIAL USES.

Special uses are compatible uses of~~r~~ land or the improvement of structures within a zoning district that reasonably require special consideration and therefore are not allowed of right. Applicant shall follow submittal requirements described in Section 404C, 404D, and 404E. Public hearings for applications of special use shall be noticed in accordance with Section 408C (1) and 408D (1) and shall be conducted pursuant to procedures set forth in Section 408E (1).~~All proposed special uses of property shall follow procedures for Sections 404 C., D., and E., and public hearing proceedings Section 408.~~

406 A.

All ~~S~~special use permit requests shall be evaluated according to the following criteria: ~~standards~~:

1. It must not be detrimental to the use or development of adjacent properties, or to the general neighborhood so as to adversely affect the health, safety or general welfare of citizens;
2. It must not adversely affect existing property and uses and it must be proposed to be placed on a lot of sufficient size to satisfy the space requirements for the use;
3. General compatibility of the proposed special use with adjacent properties and other land uses in the general area;
4. The proposed use will not constitute a nuisance or hazard or otherwise adversely affect the public interest because of the number of persons who may normally be expected to use such facility or type of physical activity;
5. After consideration of the application and the facts, and the standards for exercising zoning power contained in Section 405, the board of commissioners must determine that the standards are satisfied such that the benefits of and need for the proposed special use outweigh any possible harmful effects, negative impacts, or damages to the neighboring properties or the city in general. In making this determination, the board of commissioners may consider the effects of the proposed use on traffic flow, public infrastructure and services, availability of off-street parking, hours and manner of operation of proposed use, outdoor lighting, signage, ingress and egress of the property, the peaceful enjoyment of private property in the community, and other relevant factors.

~~5. Other items that may be considered include traffic flow, availability of off-street parking, protective screening, hours and manner of operation of the proposed use, outdoor lighting, signage and ingress and egress to the property;~~

6. The applicant must meet all specific requirements established in this ordinance for the particularized special use requested, including design treatments required by Articles 5 and 6.

406 B. Decisions.

The board of commissioners shall consider all evidence in the record in making their decision. This article is automatically a part of the record in each application for a special use permit, as is the entire application file, recommendations of city staff, and recommendations of the planning and zoning board. The board of commissioners shall have the power to grant, deny, or grant with further specific conditions imposed, provided the conditions ~~In granting a special use permit, the board of commissioners may impose~~ are reasonable and ~~conditions as are~~ deemed necessary in the particular case for the protection or benefit of existing properties in order to assimilate the proposed development or use into the neighborhood with minimal impact. The board's conclusion on the grant of a special use, or the reasons for denial, shall be afforded the applicant in writing, by certified U.S. Mail to the address shown in the application or, alternatively, by electronic mail to the email address on the application if the applicant consents to such service on the application. Appeals of any decision to deny or grant a special use permit shall be filed within thirty (30) days by filing a petition for review in the Superior Court of Spalding County in accordance with Section 414A and relevant state law. ~~Aggrieved applicants shall have 30 days from receipt of notice in which to petition the Superior Court of Spalding County for writ of mandamus.~~

407. ANNEXATION.

The zoning administrator and planning and zoning board shall make recommendations to the board of commissioners on the initial zoning of land proposed to be annexed in the City of Griffin, Georgia. Annexation

applications, meeting the requirements of O.C.G.A. Title 36, Chapter 36, shall be submitted to the zoning administrator and shall include the following information:

407 A.

A legal description of said property to be annexed;

407 B.

Title opinion of an attorney certifying to ownership of the property as of the date of filing this application;

407 C.

A complete survey showing the property in relation to the present city boundary;

407 D.

A copy of the pertinent Spalding County Tax Map or maps showing where the property to be annexed is located in reference to existing municipal boundaries;

407 E.

Applicant's proposed initial zoning classification for the property under this ordinance;

407 F.

Governmental services currently provided for the property to be annexed, either by Spalding County, other municipalities or authorities;

407 G.

County-owned public facilities of the area proposed to be annexed;

Applicant's evaluation of initial zoning requested shall be conducted in accordance the criteria of Section 405. A vote by the board of commissioners on zoning for an annexation proposal shall not constitute final action on a zoning decision until the annexation is finally approved and effective, including pre-clearance pursuant to section 5 of the Voting Rights Act of 1975, as amended. No land annexed into the City of Griffin, Georgia, shall be unzoned.

408. PUBLIC HEARINGS.

408 A.

Public hearings shall be held prior to zoning decisions or quasi-judicial decisions, ~~legislative and certain administrative action,~~ as specified within the Unified Development Code in section 408B, or when otherwise required by Title 36, Chapter 66 of the Official Code of Georgia Annotated (Zoning Procedures Law).

408 B.

~~P~~A public hearing~~s~~ shall be held by the board of commissioners prior to final ~~legislative~~ action which results in~~with~~:

1. The adoption or repeal of a zoning ordinance;
2. The adoption ~~consideration~~ of an amendment to this zoning ordinance that changes the text of the zoning ordinance;
3~~2~~. The adoption or denial~~consideration~~ of an~~y~~ amendment to this zoning ordinance that rezones property from one zoning classification to another;
4~~3~~. The adoption or denial ~~consideration~~ of an~~y~~ amendment to this ordinance which zones property to be annexed into the City of Griffin;
5~~4~~. The grant or denial ~~consideration~~ of a permit relating to the special use of property as provided in this ordinance;
6. The grant or denial of a variance or conditions concurrent and in conjunction with a decision pursuant to subparagraphs (3) or (5) of this Section;
7~~5~~. When a proposed zoning decision is sought to locate or relocate a half-way house, drug rehabilitation center or other facility for the treatment of drug dependency, an additional public hearing shall be conducted at least six months and not more than nine months before final action by the board; such hearing shall be supplemental to the public hearing required under subsection (A) above. For the supplemental hearing only, the published notice of the public hearing shall be at least six column inches in size and shall not be located in the classified advertising or legal advertising section of the newspaper and shall publish at least 15 and not more than 45 days prior to the hearing. In addition, a sign containing the information required by subsection (C) below shall be posted conspicuously on the property at least 15 days prior to the date of the hearing;~~.~~
8. The grant or denial of a variance as provided in this ordinance;
9. Appeals of administrative decisions by the planning and development services director appointed interpreting and applying standards within this ordinance, including but not limited to, the grant or denial of administrative variances and administrative special use.

408 C. Noticing public hearings.

(1) For public hearings by the Board of Commissioners related to actions specified in Section 408B (1) through (7): The zoning administrator shall cause notice of the public hearing before the board of commissioners to be published in the legal notice section of the Griffin Daily News at least 15, but not more than 45, days prior to the date of the hearing, stating the time, place and purpose of the hearing, the location of the property by street address and tax map reference, the present zoning classification and, as applicable:

a. For zoning and special use public hearings, the publication shall state the proposed zoning classification or description of other zoning decision sought;

b. For a zoning decision for initial zoning of property to be annexed into the city, in lieu of the present zoning classification, the publication shall state the present zoning or use of the property under the Spalding County Zoning Ordinance, and the city shall complete all other notice requirements set forth in O.C.G.A. § 36-66-4(d).

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~~1. For zoning and special use public hearings, the proposed zoning classification or description of other zoning decision sought.~~

~~2. For a zoning decision for initial zoning of property to be annexed into the city, in lieu of the present zoning classification, the publication shall state the present zoning or use of the property under the Spalding County Zoning Ordinance.~~

(2) For public hearings by the board of commissioners related to actions specified in Section 408B (8) through (9): The zoning administrator shall cause notice of the public hearing before the board of commissioners to be published in the legal notice section of the Griffin Daily News at least 30 days prior to the date of the hearing, stating the time, place and purpose of the hearing, the location of the property by street address and tax map reference, and the present zoning classification. Additional notice shall be delivered by Certified U.S. Mail to the owner of the property that is the subject of the proposed action. The publication shall also include, as applicable:

a. For a variance request, the publications shall state the section(s) of the code applicant requests permission to vary.

b. For administrative appeals, the publication shall state the section (s) of the code which is the subject of the applicant(s) contest/appeal or otherwise state a description of the decision sought.

~~3. For a variance request, the publications shall state the section(s) of the code applicant requests permission to vary.~~

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408 D. Notification signs.

(1) For public hearings related to actions specified in Section 408B (1) through (7), ~~If the action is for the rezoning of property shown on the official zoning map by a party other than the City of Griffin, initial zoning upon annexation of property or a special use permit,~~ a minimum of one sign stating the time, place and purpose of the hearing, the location of the property by street address and tax map reference, the present zoning classification and the proposed zoning classification or description of other zoning decision sought, and the telephone number of the zoning administrator's office, shall be placed by the zoning administrator in a conspicuous location on the property not less than 15 days prior to the date of hearing. The sign may contain both the planning and zoning board and board of commissioners ~~[commissioners]~~ hearing dates. When the zoning decision is for initial zoning of property to be annexed into the city, in lieu of the present zoning classification, the publication shall state the present zoning or use of the property under the Spalding County Zoning Ordinance. Where feasible, the sign shall be placed at or near the property boundary adjacent to the public right-of-way in a manner most readily seen by the public.

(2) For public hearings related to actions specified in Section 408B (8) through (9), a minimum of one sign stating the time, place and purpose of the hearing, the location of the property by street address and tax map reference, the telephone number of the zoning administrator's office, and a general description of the type of decision sought, such as variance or administrative appeal, shall be placed by the zoning administrator in a conspicuous location on the property not less than 30 days prior to the date of hearing. Where feasible, the sign shall be placed at or near the property boundary adjacent to the public right-of-way in a manner most readily seen by the public.

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408 E. Proceedings.

(1) At the official public hearing conducted by the board of commissioners related to actions specified in Section 408B (1) through (7):

a. *Sign up.* All persons who wish to address the board of commissioners at a hearing concerning a proposed zoning decision specified in Sections 408B (1) through (7) shall first sign up on a form to be provided by the city prior to the commencement of the hearing;

b. *Matter presented.* The Mayor will announce the proposed zoning action request in the order set forth on the agenda published in accordance with Open Meetings Law and shall state that printed copies of the adopted standards governing the exercise of the zoning power, factors for consideration, and procedures governing the hearing are available to the public ~~, the chairman will announce the proposed request under consideration and that printed copies of the adopted standards governing exercise of the zoning power and procedures governing the hearing are available to the public.~~ . The zoning administrator or their designee shall advise the commission of the nature of the decision sought and the recommendation of the planning and zoning board and city staff prior to receiving public input on the proposed zoning decision.

c. *Speakers.* Following presentation by the zoning administrator as provided in subsection (1)(b) of this Section, the Mayor shall call each person who has signed up to speak in favor of the proposed zoning decision, starting with the applicant or his representative and followed by the other proponents of the action, if any, until the maximum time for proponent presentation has been reached as provided in subsection (1)(d) of this Section. After all proponent speakers have addressed the board of commissioners, or after the maximum time for proponents has been reached, whichever comes first, the Mayor shall call each person who has signed up to speak in opposition to the proponed zoning decision in the order in which they signed up, subject to the time limitations set forth in subsection (1)(d) of this Section. Prior to speaking, the speaker will identify themselves and state their current address. Only those persons who signed up to speak prior to the commencement of the hearing shall be entitled to speak, unless the Mayor, in his discretion, allows the person to speak to the zoning decision, notwithstanding the failure of the person to sign up prior to the hearing.

d. *Time limits.* ~~, when applicable. The applicant or his attorney may then address the commission.~~ Proponents, including the applicant or his attorney/representative, shall have no less than ten (10) minutes for presentation of data, evidence and expert opinions, provided that the applicant is entitled to utilize the entirety of this minimum time and may reserve time for rebuttal; likewise, opponents of the proposed decision shall have no less than ten (10) minutes for presentation of data, evidence and expert opinion in support of their position. ~~have an equal minimum period of time.~~ The Mayor~~chairman~~ may grant additional time; provided, however, an equal period of time shall be granted to both sides. Unless the Mayor exercises his discretion to grant additional time, each application shall only be allotted a total of twenty (20) minutes for the hearing. The Mayor~~chairman~~ may limit repetitious comments in the interest of time and may call for a show of hands of those persons present in favor of or opposed to the proposed decision if time is not granted for all speakers to address the commission.

e. *Decorum and order.* It shall be the duty of the Mayor~~chairman~~ to maintain decorum, and nothing contained herein shall be construed as prohibiting the Mayor from assuring that the public hearing ~~to assure the Public Hearing~~ on a proposed decision is conducted in a fair and orderly manner. Each speaker shall refrain from personal attacks on any other speaker or the discussion of facts or opinions irrelevant to the proposed zoning decision under consideration. The Mayor may limit or refuse a speaker the right to continue if the speaker, after first being cautioned, continues to violate this subsection.

f. *Recording hearing, transcript.* Hearings before the board of commissioners shall be recorded by video or audio, and such recording shall be made part of the record for review. The applicant may also arrange for and provide a certified court reporter to transcribe the hearing before the board of commissioners, at the expense of the applicant. Upon appeal of the decision of the

board of commissioners, said transcript shall be made part of the record for review. ~~Zoning and variance request decisions shall be placed on the agenda in the order in which they are filed with the zoning administrator.~~

(2) At the official public hearing conducted by the board of commissioners related to actions specified in Section 408B (8) through (9):.

a. *Sign up.* Persons who wish to address the board of commissioners at a hearing concerning an application for variance under Section 408B (8) or an administrative appeal under Section 408B (9) shall first sign up on a form provided by the City prior to the commencement of the hearing.

b. *Matter presented*. The Mayor will announce the proposed variance or administrative appeal in the order set forth on the agenda published in accordance with Open Meetings Law and shall state that printed copies of the procedures governing the hearing and standards and factors applicable to the proposed application or appeal are available to the public. The Mayor shall advise that hearings for variances and administrative appeals differ from legislative hearings in which opinions and public sentiment may be considered, and expression of public opinion unsupported by objective facts will not be given consideration by the board of commissioners in acting upon a variance request or administrative appeal. It shall be the duty of the Mayor to place all witnesses under oath prior to allowing such witnesses to testify. The zoning administrator or their designee shall advise the commission of the basis of the variance or administrative appeal and the recommendations of city staff prior to receiving other evidence on the proposed variance or administrative appeal.

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c. *Speakers.* Following Presentation by the zoning administrator as provided in subsection (2)(b) of this Section, the Mayor shall call each person who has signed up to speak in favor of the application or the appellant, starting with the applicant or his representative and followed by the other proponents, if any, until the maximum time for proponent presentation has been reached as provided in subsection (2)(d) of this Section. After all proponent speakers have addressed the commission, or after the maximum time for proponents have been reached, whichever comes first, the Mayor shall call each person who has signed up to speak in opposition to the application or appeal in the order in which they signed up, subject to the time limitations set forth in subsection (2)(d) of this Section. Prior to speaking, each speaker will identify themselves and state their current address. Only those persons who signed up to speak prior to the commencement of the hearing shall be entitled to speak, unless the Mayor, in his discretion, allows the person to speak to the application or appeal, notwithstanding the failure of the person to sign up prior to the hearing.

~~a.~~ *Time limits.* ~~-~~Proponents, including the applicant/appellant or his representative, shall have no less than ten (10) minutes for presentation of data, evidence and expert opinions, provided that the applicant/appellant is entitled to utilize the entirety of this minimum time and may reserve time for rebuttal; likewise, opponents of the application or appeal shall have no less than ten (10) minutes for presentation of data, evidence and expert opinions in support of their position. The Mayor may grant additional time; provided, however, an equal period of time shall be granted to both sides. Unless the Mayor exercises his discretion to grant additional time, each application shall only be allotted a total of twenty (20) minutes for the hearing. The Mayor may limit repetitious comments in the interest of time.

d. *Evidence, cross examination.* Any relevant city ordinance, the application, and the staff report or decision being appealed, as applicable, are automatically made part of the record as evidence. Each side shall have the opportunity to present evidence and witnesses at the public hearing which shall be entered into the record. Cross examination of the opposing witnesses shall be allowed by the Mayor, but decorum shall be maintained. The board may require the applicant and opponents to designate one person to conduct any desired cross examination.

e. *Decorum and order.* It shall be the duty of the Mayor to maintain decorum and nothing contained herein shall be construed as prohibiting the Mayor from assuring that the Public Hearing on a variance or administrative appeal is conducted in a fair and orderly manner. Each speaker shall refrain from personal attacks on any other speaker or the discussion of facts or opinions irrelevant to the variance or administrative appeal under consideration. The Mayor may limit or refuse a speaker the right to continue if the speaker, after first being cautioned, continues to violate this subsection.

f. *Recording hearing, transcript.* All hearings before the board of commissioners shall also be recorded by video or audio, and such recordings shall be made part of the record for review. The applicant may arrange for and provide a certified court reporter to transcribe the hearing before the board of commissioners, at the expense of the applicant. Upon appeal of the decision of the board of commissioners, said transcript shall be made part of the record for review.

408 F.

Copies of applicable sections of this ordinance shall be available for distribution to the public at all public hearings, without charge. Copies of the entire ordinance may be purchased at the planning and development department at a reasonable charge, and available for viewing on the City's website.

409. MEETINGS.

409 A.

All meetings, both regular and called, at which an application filed pursuant to this ordinance is to be discussed, considered or acted upon by the board of commissioners, shall be open to the public. Notice of special meetings shall be given in accordance with the Georgia Open Meetings Law.

409 B.

Where notice is given in accordance with this ordinance, no further notice to the property owner or any interested party is required, except as otherwise required by Title 36, Chapter 66 of the Official Code of Georgia Annotated (Zoning Procedures Law). Failure to provide notice as required by this ordinance may constitute grounds for the final action of an application to be declared null and void. Appearance at the public hearing shall constitute a waiver of all claims based upon improper publication of notice or posting on the property.

410. VARIANCES.

Variances from the specific requirements of this ordinance are made by application ~~not zoning decisions and therefore application is made~~ directly to the board of commissioners. ~~To request a variance, the applicant must provide competent evidence that a literal enforcement of the provisions of this ordinance will, in an individual case, result in practical difficulty or unnecessary hardship and that the variance sought is the least departure from its terms, so that the spirit of this ordinance shall be observed, public safety and welfare secured and substantial justice done.~~

410 A. Limits to variance considerations.

The board of commissioners shall not grant variances for the following:

1. To increase the maximum density per acre above that established by the physical requirements for the zone in which the property is located;

2. To permit a use or expansion of a legal non-conforming use in a district in which the use is not permitted by right or special use under this ordinance; or

3. Due to the presence of non-conformities in other existing buildings or structures in the zoning district or adjoining zoning districts.

410 B. Application submittal.

Applicant shall follow submittal requirements described in Section 404 C. and D.

410 C. Public hearing required.

Prior to taking final action on any variance application, the board of commissioners shall conduct a~~n administrative~~ hearing, which shall follow public hearing notification as provided in Section 408C (2) and procedures as provided in Section 408E (2).~~404, with the following qualifications:~~

~~1. The burden of proof and persuasion shall be upon the applicant to demonstrate entitlement to the variance, under the standards set forth below, by clear and convincing evidence. After first hearing from the applicant or his attorney, the city staff and/or any interested parties desiring to participate in the hearing shall be entitled to present evidence. The applicant shall have the right of rebuttal.~~

~~2. Interested parties shall be advised that administrative hearings differ from legislative hearings at which public sentiments may be considered. Expression of public opinion unsupported by objective facts shall not be given consideration by the board of commissioners in acting upon the variance request. It shall be the duty of the chairman to place all witnesses under oath prior to allowing such witness to testify. All hearings shall be recorded and a transcript of the evidence and proceedings at the hearing shall be prepared by the city, upon request of any party, who shall be responsible for the cost of transcription.~~

410 D. Variance standards and ~~evaluation~~ criteria.

To be granted a variance, the applicant must provide competent evidence that a literal enforcement of the provisions of this ordinance will, in an individual case, result in practical difficulty or unnecessary hardship and that the variance sought is the least departure from its terms, so that the spirit of this ordinance shall be observed, public safety and welfare secured and substantial justice done. The burden of proof and persuasion shall be upon the applicant to demonstrate entitlement to the variance, by clear and convincing evidence, evaluated by the board of commissioners in light of the following five criteria upon conclusion of the public hearing:~~The board of commissioners, upon conclusion of the administrative hearing, shall deliberate upon the evidence, evaluated in light of the following five standards:~~

1. There are extraordinary and exceptional conditions pertaining to the particular piece of property in question because of its size, shape or topography;

2. The application of these regulations to this particular piece of property would create a practical difficulty or unnecessary hardship;

3. Such conditions are peculiar to the particular piece of property involved;

4. Relief, if granted, would not cause substantial detriment to the public good or impair the purposes and intent of these regulations, provided, however, that no variance may be granted for a use of land or building or structure that is prohibited by this ordinance; and

5. A literal interpretation of this ordinance would deprive the applicant of any rights that others in the same district are allowed.

410 E. Variance decisions and appeals.

1. *Approvals.* On all variance applications, after hearing, the board shall make findings of fact based on the evidence presented at the hearing and conclude the applicant's entitlement to a variance. In granting a variance, the board of commissioners may attach such conditions regarding the location, character and other features of the proposed building, structure or use as it may deem advisable so that the purpose of this ordinance will be served. The terms of the approved variance shall be fully set forth in a writing signed by the zoning administrator~~chairman~~ and made a part of the official record, with a copy mailed to the applicant and any interested party.
2. *Validity period.* A variance is valid for the period of one year from the date of approval. Prior to the end of the year, if work has not begun, the applicant may request one extension not to exceed one additional year. Once the improvement or structure for which the variance was granted has been constructed, the variance will remain effective as long as the use continues.
3. *Denials.* If the variance is denied, the written findings of the board upon which the denial is based shall be served upon the applicant, by certified U.S. Mail at the address shown in the application or, alternatively, by electronic mail to the email address on the application if the applicant consents to such service on the application.
4. *Appeals.* Appeals of any decision to deny or grant an application for variance shall be filed within thirty (30) days by filing a petition for review in the Superior Court of Spalding County in accordance with Section 414A and applicable state law.~~Aggrieved applicants shall have 30 days from receipt of a notice of denial in which to petition the Superior Court of Spalding County for writ of certiorari. Notice of the date, time and location of the administrative hearing shall be given the applicant and any interested party known to the zoning administrator, not less than 15 days prior thereto, by certified U.S. Mail to the address shown in the application or as furnished to the zoning administrator. In addition thereto, notice of the administrative hearing shall be published in the Griffin Daily News in the legal notice section not less than 15 days prior to the hearing, advising all interested parties of their opportunity to appear and participate. A telephone number for the zoning administrator shall also appear in the notice to allow interested parties to obtain more information.~~

411. REVOCATION OF APPROVAL.

In the case of any variance or special use permit granted in accordance with the provisions of this ordinance, if the board of commissioners learns that such variance or special use permit was granted based upon false or misleading representations made by the applicant or his agents to the commission, the board of commissioners may revoke such special use or variance after giving due notice to all parties concerned and granting full opportunity for hearing. Following revocation, an application for a variance or special use permit shall not be resubmitted for a period of six months.

412. RECORDS AND MINUTES OF PROCEEDINGS.

The secretary to the board of commissioners shall cause the proceedings of all ~~zoning~~ public hearings held pursuant to this Article to be recorded in the official minutes. A copy of the minutes of the public hearing and all evidence submitted at the public hearing shall also be made a part of the applicant's ~~particular zoning decision's~~ file in the office of the zoning administrator. Copies of applications, proposed ordinances, supporting documents and plats submitted prior to the public hearing, written evaluations and recommendations by the zoning administrator and the planning and zoning board and minutes of all related proceedings shall automatically be made part of the record, along with any evidence entered into the record during the public hearing. ~~be deemed as the official record.~~ If the applicant desires for a transcript of the public hearing on such action to be incorporated

into the record, they must arrange for the transcription of the hearing, at their own expense, and provide a copy of the transcript to the city by delivery to the City Manager's office located at One Griffin Center, 100 S. Hill Street, 3rd Floor, Griffin, Georgia during normal business hours. Such delivery must be prior to the record being sent up to the Superior Court on appeal.

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413. DEVELOPMENTS OF REGIONAL IMPACT.

Any development or proposed project which is a development of regional impact (DRI), as defined by regulations of the Georgia Department of Community Affairs, must first be submitted to the governing regional commission for review in accordance with the applicable state regulations and statutes before any zoning decision can be made by the city with respect to said project.

414. APPEAL OF DECISIONS.

414 A. Decisions by board of commissioners.

Any person aggrieved by a decision of the board of commissioners, made pursuant to this Article, ~~,~~ may file an action in the Superior Court of Spalding County, including a petition for review or a complaint for declaratory judgment, as appropriate in accordance with state law, ~~,~~ within thirty (30) days of such decision becoming final., ~~petition the Superior Court of Spalding County, Georgia, for appropriate relief~~. A decision in regard to a legislative or quasi-judicial exercise of zoning power ~~the denial of a rezoning, variance or special use~~ shall be deemed to have been rendered on the date of receipt of a letter or notice from the zoning administrator notifying the applicant of the board of commissioner's final decision.~~action.~~ Service of the petition and/or action may be perfected by service upon the City Manager at the City Manager's Office, located at One Griffin Center, 100 S. Hill Street, 3rd Floor, Griffin, Georgia, during normal business hours. Proper service of such notice shall trigger the City to prepare and send the record up to the Superior court. To ensure that citizens of this state are not unnecessarily burdened by the review process, the City Manager is hereby designated, without any additional authority or approval, to approve or issue any form or certificate necessary to perfect the appeal process provided by State law and procedure.

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414 B. Decisions by director; Administrative appeal to board of commissioners~~s~~.

A written decision of the planning and development services director~~, director of public works and utilities,~~ concerning interpretation or applicability of any provision of this zoning ordinance shall be subject to an administrative appeal to the board of commissioners, provided the appellant serves a written notice of appeal to the planning and development services director within thirty (30) days of the planning and development services director's written decision. The board of commissioners shall have a public hearing on the administrative appeal no later than sixty (60) days after the service of the notice of appeal. The public hearing on the administrative appeal shall be noticed according to the requirements set forth in Section 408C (2) and 408D (2). The public hearing on the administrative appeal shall be governed by the procedures set forth in Section 408E (2). At the hearing, the board of commissioners shall review the evidence presented, which shall automatically include any city ordinance relevant to the dispute and the city's file on the application, including any supporting documentation submitted by the applicant/appellant. The standards of the exercise of the administrative appeal decision shall be the same standards by which the planning and development services director made his decision, namely the standards, criteria, or requirements set forth in the relevant city ordinance. ~~final. If any of the aforementioned directors disapproves any plan submitted pursuant to all processing requirements identified in this ordinance, and the applicant of such plan contends that such disapproval was not properly based on applicable state and/or local ordinances and policies, he may petition the Superior Court of Spalding County for a review on writ of certiorari. Such action must be filed with the superior court within 30 days of the written decision of the director.~~

AGENDA ITEM SUMMARY

ITEM SUMMARY:

Consider resolution adopting the annual Fiscal Year 2023 - 2024 Operating and Capital Budget appropriating expenditures and forecasted revenues for specified purposes, functions and activities, by fund for the budget period and Capital Improvement Program (CIP). *City Manager Jessica O'Connor will address.*

SPECIAL CONSIDERATIONS OR CONCERNS:

Recommended FY 2023 - 2024 Budget, see link:

FY24 Budget

The Fiscal Year 2023 - 2024 Operating and Capital Budget provides for revenues and expenditures for the General Fund, Griffin-Spalding Airport Authority Fund, Solid Waste Fund, Stormwater Fund, Motor Pool Fund, Watershed Management Fund, Electric Utility Fund, Special Revenue Funds, and Component Unit Funds, etc, including personnel, purchased and/or contractual services, operations, and financing of expenditures based on forecasted revenues. Public notices and public hearings were advertised and held as required.

STAFF RECOMMENDATION:

Staff recommends approval.

FINANCIAL IMPACT:

N/A

Submitted By:
Susan Bartholomew

Meeting Date:
13/06/2023

Reviewed By:
Jessica O'Connor

ATTACHMENTS:
AGENDA ITEM 20230613 FY 2023-2024 Budget Adoption Resolution.pdf

A RESOLUTION

A RESOLUTION OF THE BOARD OF COMMISSIONERS OF THE CITY OF GRIFFIN ADOPTING THE ANNUAL FISCAL YEAR 2023-2024 **OPERATING & CAPITAL BUDGET APPROPRIATING EXPENDITURES AND PROJECTED REVENUES FOR SPECIFIED PURPOSES, FUNCTIONS AND ACTIVITIES BY FUND FOR THE BUDGET PERIOD AND THE CAPITAL IMPROVEMENT PROGRAM.**

WHEREAS, The Fiscal Year 2023-2024 Operating and Capital Budget provides a policy document, a financial plan and an operating guide providing service delivery, a financial plan and specifications for the services provided by the City of Griffin, a Municipal Government;

WHEREAS, The Fiscal Year 2023-2024 Operating & Capital Budget provides proposed revenues and expenditures for the General Fund, Griffin-Spalding Airport Authority Fund, Solid Waste Fund, Stormwater Fund, Motor Pool Fund, Combined Utilities Funds (Electric and Water & Wastewater), Stormwater Utility Fund, Telecommunications Fund, Golf Course Fund Special Revenue Funds, Component Unit Funds, etc., and including personnel, contractual services, purchased services, supplies, capital expenditures and other requirements necessary for provision of services, operations and financing of expenditures through an appropriation of projected revenues;

WHEREAS, An official copy of the Fiscal Year 2023-2024 Operating & Capital Budget shall be on file in the office of the City Manager of the City of Griffin at all times as a public record of the City of Griffin.

NOW, THEREFORE BE IT RESOLVED BY THE BOARD OF COMMISSIONERS OF THE CITY OF GRIFFIN that the Fiscal Year 2023-2024 Operating & Capital Budget is hereby adopted, this the 13th day of June, 2023, by a vote of _____ (voting yes) to _____ (voting no).

Signed:

_____

Douglas Hollberg, Mayor

Attest:

_____

Jessica O'Connor, City Manager

AGENDA ITEM SUMMARY

ITEM SUMMARY:

Consider the minutes of the City of Griffin Board of Commissioners' Workshop Meeting on May 23, 2023.

SPECIAL CONSIDERATIONS OR CONCERNS:

Mayor Hollberg and Commissioners Ward, Brock, Tinsley and McCord were present. Commissioners Flowers and Murray were absent.

STAFF RECOMMENDATION:

N/A

FINANCIAL IMPACT:

N/A

Submitted By:
Susan Bartholomew

Meeting Date:
13/06/2023

Reviewed By:
Jessica O'Connor

ATTACHMENTS:
05-23-23 Minutes Workshop.pdf

CITY OF GRIFFIN BOARD OF COMMISSIONERS
WORKSHOP MEETING
W. ELMER GEORGE MUNICIPAL HALL
TUESDAY, MAY 23, 2023

Mayor Doug Hollberg presided, convening the meeting at 9:01 a.m. Commissioners attending included Cynthia Ward, David Brock, Truman Tinsley and Rodney McCord. Also present were City Manager, Jessica O'Connor, City Attorney, Drew Whalen, Staff Attorney, Kelsey Carden and Susan Bartholomew to record minutes.

Commissioners Flowers and Murray were absent.

CALL TO ORDER

1. Provide an update on potential and ongoing SPLOST 2016, TSPLOST, ARPA, and TAD projects. *City Manager, Jessica O'Connor, will address.*

   Ms. O'Connor addressed the Commissioners regarding SPLOST 2016, TSPLOST, ARPA and TAD Projects. She briefly updated the Commissioners on the status of current projects as well as potential future projects.

   Attached hereto and made a part hereof is Ms. O'Connor's presentation.

2. Consider Executive Session pursuant to O.C.G.A. Section 50-14-3(b)(1)(B) for the purpose of authorizing negotiations to purchase, dispose of, or lease property, pursuant to O.C.G.A. Section 50-14-2(1) for the purpose of consulting and meeting with legal counsel pertaining to pending or potential litigation, settlement, claims, administrative proceedings, or other judicial actions brought or to be brought by or against the agency or any officer or employee or in which the agency or any officer or employee may be directly involved and pursuant to O.C.G.A. Section 50-14-3(b)(2) for the purpose of discussing or deliberating upon the appointment, employment, compensation, hiring, disciplinary action or dismissal, or periodic evaluation or rating of a public officer or employee.

Motion/second to enter closed session at 9:29 a.m. by Commissioners Tinsley/Brock carried 5-0.

Commissioner Ward left the meeting at 10:04 a.m.

ADJOURN

Motion/second at 11:01 a.m. to adjourn by Commissioners Brock/Tinsley carried 4-0.

Respectfully submitted,

_____ _____

Douglas S. Hollberg, Mayor Jessica W. O'Connor, City Manager

SPLOST 2016, TSPLOST, ARPA & TAD Update

May 23, 2023

Active SPLOST Projects

- Hammond – Poplar Intersection

  - The acquisition of right-of-way is currently under way. Designs for utility relocation are also being developed.

- Elles Way

  - Right of way acquisition is being conducted at this time.

- Poplar Street Bridge

  - Norfolk Southern has been sent a copy of our plans for review and acknowledgement of this project. We are currently awaiting their comments.

- Golf Course Culverts

  - Currently working on finalizing design. Permitting with Army Corps of Engineers is underway.

- Parking Deck Repairs

  - The bidding process is currently in progress.

- Landfill Paving

  - Conducting sampling at the landfill to come up with the mix design needed for the full depth reclamation at the Landfill.

Future SPLOST Projects

- Striping
- GA SR 155 Relocation
- Transfer Station Paving
- Westminster Paving

Proposed Striping List – Phase 1

- Meriwether Street from Everee Inn Road to City Limits
- Crescent Road from S. Hill Street to Hillcrest Avenue
- Kincaid Avenue from Hillcrest Avenue to E. College Street
- Hammond Drive from W. Taylor Street to W. Poplar Street
- Tilney Avenue from Mimosa Drive to S. Hill Street
- S. 3rd Street from E. Solomon Street to E. Poplar Street
- S. 4th Street from E. Solomon Street to E. Poplar Street
- S. Pine Hill Road from W. Poplar Street to HWY 16 W
- N. Pine Hill Road from HWY 16 W to City Limits
- Beatty Street from N. Expressway to Old Atlanta Road

- Due to the storm and debris being removed from the right-of-way Public Works is proposing for striping to be completed in phases. We had several streets on the list to be completed that have been affected by the storm.

Active TSPLOST Projects

- Milling & Resurfacing bid was released May 17, 2023. 2.69 miles of street have been proposed for milling and resurfacing. The list below is as follows:

  - Addevale Street
  - Alice Street
  - Windsor Way
  - E Broad Street
  - Ridgewood Drive
  - E Poplar Street
  - E Wall Street
  - Rock Street
  - S 14th Street
  - Will Street

Depending on the results of the bid, staff may recommend delaying the resurfacing of streets that were initially planned for this year due to the storm that occurred in January.

Sidewalk and Pedestrian Connectivity – Proposed - TSPLOST

- Carver Road – The project would be carried out in coordination with Spalding County. Construction estimate $443,978.00.
- Maddox Road from Etheridge Mill Road to Wesley Drive
- Wesley Drive from Maddox Road to Maple Drive
- E. College Street from Powell Avenue to City Limits
- Meriwether Street from Everee Inn Road to City Limits
- Carver Road from City Limits to HWY 16 West
- Terracedale Court from E. College Street to W. College Street

Public Works is proposing that the sidewalk and pedestrian connectivity plan be conducted in phases. Due to the storm there were areas proposed that we will not be able to complete this year due to storm debris and clean up.

Economic Development, Public Works, Planning & Development along with Three Rivers Regional Commission and a few of our citizens have been actively working on a grant for trails that may affect moving forward with the sidewalk plan proposed. Selections will be announced no later than June 28, 2023.

Future TSPLOST Projects

- Intersection improvement at College St./Kincaid/Hamilton
- Taylor Street between 6th and 8th Street Streetscape
- State Alley and Bank Street Parking lot and Alley Redevelopment
- Resurfacing of approx. 3 miles for Orchard Hill

We are currently looking for grants to complete the preliminary engineering for the intersection improvement at College Street/Kincaid Avenue/Hamilton Blvd (similar to what was completed for Hammond Drive/Poplar Street).

For all other projects we are currently waiting on TSPLOST collections since we did not bond any of the TSPLOST projects.

ARPA Active Projects

- Generator for PD building

  - The generator's concrete pad has been poured. The generator should arrive in early July.

- One Griffin Center Elevator Replacement

  - Working on finalizing the contract for approval to begin project.

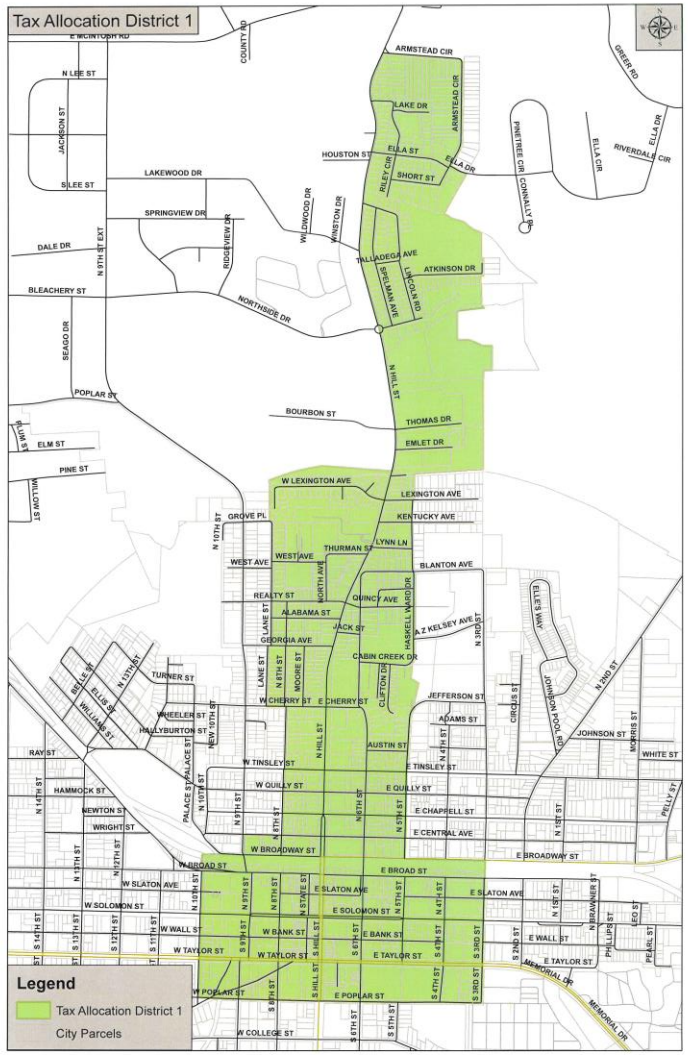
- One Griffin Center HVAC for IT server room

  - As of the beginning of April there is a 50 week lead time on the air handler.

ARPA Telecom Project

- Feeder 4 Fiber Expansion
  - Storm damage caused delays in hanging fiber strands since poles are no longer make-ready.
  - Later this year, conduit will be run into One Griffin Center's datacenter.
  - Marketing will begin toward the end of the year.
  - Expected to have customers on-line in early 2024.

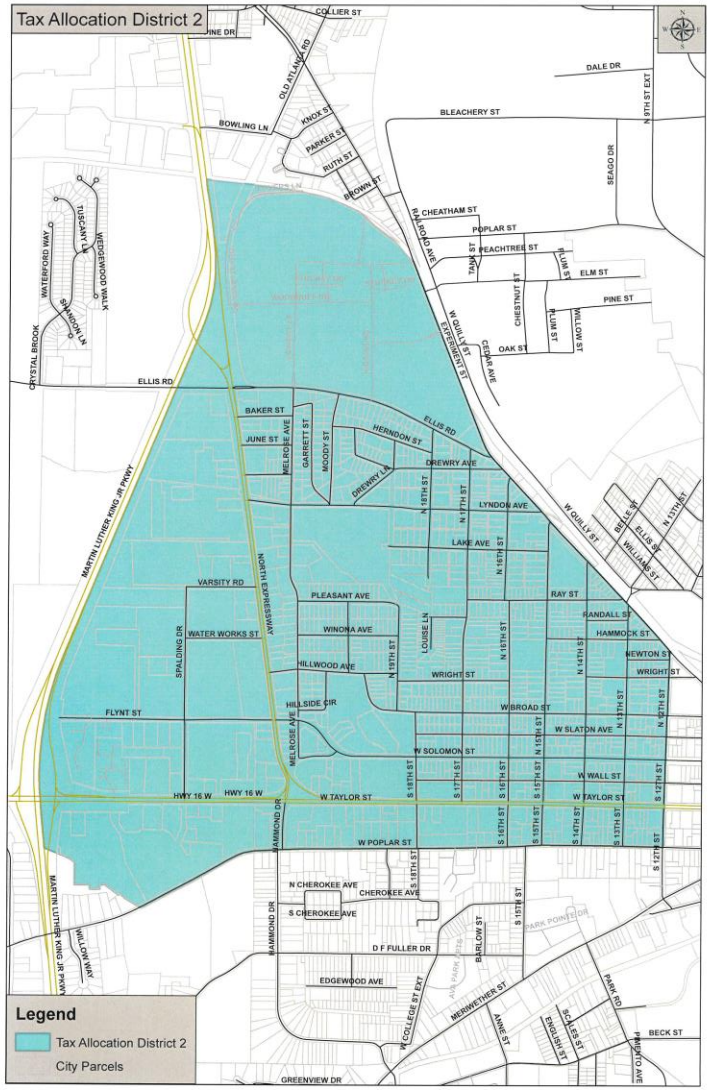
Tad 1 Update



TAD USES - O.C.G.A. 36-44-3

- (A) The construction of any building or other facility for use in any business, commercial, industrial, governmental, educational, charitable, or social activity;
- (B) The renovation, rehabilitation, reconstruction, remodeling, repair, demolition, alteration, or expansion of any existing building or other facility for use in any business, commercial, industrial, governmental, educational, charitable, or social activity;
- (C) The construction, reconstruction, renovation, rehabilitation, remodeling, repair, demolition, alteration, or expansion of public or private housing;
- (D) The construction, reconstruction, renovation, rehabilitation, remodeling, repair, demolition, alteration, or expansion of public works or other public facilities necessary or incidental to the provision of governmental services;
- (E) The identification, preservation, renovation, rehabilitation, reconstruction, remodeling, repair, demolition, alteration, or restoration of buildings or sites which are of historical significance;
- (F) The preservation, protection, renovation, rehabilitation, restoration, alteration, improvement, maintenance, and creation of open spaces, green spaces, or recreational facilities;
- (G) The construction, installation, preservation, renovation, rehabilitation, reconstruction, restoration, alteration, improvement, and maintenance of public art and arts and cultural facilities;
- (H) The development, construction, reconstruction, repair, demolition, alteration, or expansion of structures, equipment, and facilities for mass transit;
- (I) The development, construction, reconstruction, renovation, rehabilitation, repair, demolition, alteration, or expansion of telecommunication infrastructure;
- (J) The development, construction, reconstruction, renovation, rehabilitation, repair, demolition, alteration, or expansion of facilities for the improvement of pedestrian access and safety;
- (K) Improving or increasing the value of property; and
- (L) The acquisition and retention or acquisition and disposition of property for redevelopment purposes or the use for redevelopment purposes of property already owned by a political subdivision or any agency or instrumentality thereof.

TAD 2 Update



Boundaries

- The TAD's southern boundary incorporates all of the "commercial cluster" east of 19/41, south of W. Taylor and west of Hammond, but east of Hammond it includes only those parcels fronting the south side of W. Taylor.
- The TAD boundary along 13th Street extends to the east right-of-way of that street; thus, all of the public right-of-way/roadway along 13th Street is included in the TAD even though some residential properties fronting the west side of 13th Street are excluded.
- The TAD boundary along Experiment Street extends to the west/southwest railroad right-of-way, and the boundary along Lovers Lane extends to the south edge of the railroad.

AGENDA ITEM SUMMARY

ITEM SUMMARY:

Consider the minutes of the City of Griffin Board of Commissioners' Regular Meeting on May 23, 2023.

SPECIAL CONSIDERATIONS OR CONCERNS:

Mayor Hollberg and Commissioners Ward, Flowers, Murray, Brock and Tinsley were present. Commissioner McCord was absent.

STAFF RECOMMENDATION:

N/A

FINANCIAL IMPACT:

N/A

Submitted By:
Susan Bartholomew

Meeting Date:
13/06/2023

Reviewed By:
Jessica O'Connor

ATTACHMENTS:
05-23-23 Minutes.pdf

CITY OF GRIFFIN BOARD OF COMMISSIONERS
REGULAR SCHEDULED MEETING
ONE GRIFFIN CENTER, W. ELMER GEORGE MUNICIPAL HALL
TUESDAY, MAY 23, 2023

Mayor Doug Hollberg presided, convening the meeting at 6 p.m. Commissioners attending included Cynthia Ward, Holly Murray, David Brock, and Truman Tinsley. Also present were City Manager, Jessica O'Connor, City Attorney, Drew Whalen, and Susan Bartholomew to record minutes.

Commissioner Flowers arrived at 6:07 p.m.
Commissioner McCord was absent.

Call to order by Mayor Hollberg

Pledge of Allegiance ..... Commissioner Murray
Invocation ..... Commissioner Tinsley

Approval of Agenda

Motion/second to approve the Agenda by Commissioners Tinsley/Murray carried 5-0.

PRESENTATIONS AND DELEGATIONS

1. Presentation of a proclamation declaring May 21-27, 2023 to be National Public Works Week and Public Works Week in the City of Griffin.

   Mayor Hollberg presented the proclamation to City of Griffin Public Works employees. Ms. Eller, Director of Public Works, thanked the Public Works employees for all they do every day, noting that they do their jobs efficiently and well. She pointed to the work Public Works performed after the January tornado event, and stated many of the employees stepped into roles they would not normally perform, and they did so willing. She concluded by stating she is proud to be a part of the team.

2. Presentation of proclamation for Asian American and Pacific Islander Heritage Month.

   Mayor Hollberg presented the proclamation to members of the Griffin Employee Diversity and Inclusion Team. Alexa Robinson of the City of Griffin Employee Diversity and Inclusion Team addressed the Commissioners, noting that she does not have much knowledge about the AAPI culture, but she stated she wants to learn more, noting the talented AAPI artists, scientists, and business owners who have contributed much to our lives.

   Dr. Yoshunda Jones thanked the EDIT team for accepting the proclamation and for continuing to embrace inclusivity for all in the community. Griffin's population has 1.53% of its citizens who identify as Asian American. Thank you for the recognition.

CITIZEN COMMENTS

At this time, the Mayor opens the floor to comments from the audience. Comments should relate to a specific agenda item, not listed on the agenda for a Public Hearing, or to a concern within the jurisdiction of the City. Commission meetings serve the purpose of conducting city business and are not a forum for the unlimited expression of opinion. The Mayor reserves the right to limit comments to matters germane to city business and may refer speakers to the City Manager or other staff for resolution.

Sharon Wright, 1118 Pine Valley Road, Griffin, congratulated the public works employees, noting that they do a lot of work for the citizens of Griffin. She continued by bringing the following issues to the attention of the Commissioners: the water is beginning to smell like chlorine; there is a problem with speeding on Maple Drive, especially between 5:30 p.m. and 7 p.m.; and the yard waste on Pine Valley has not been picked up for two weeks.

CONSENT AGENDA

3. Consider the purchase of 831 Neptune T-10 R900 V5 water meter registers with network activation in the amount of $62,325.00 from Delta Municipal Supply, Sole Source. *Director of Water and Wastewater, Brandon Lewis, will address.*

4. Consider service for chlorine dioxide generation system maintenance from Evoqua Water Technologies in the amount of $3,412.12 for the Harry Simmons Water Treatment Plant. *Director of Water and Wastewater, Brandon Lewis, will address.*

5. Consider the purchase of twenty 94W Acorn LED roadside lights in the amount of $19,200.00 and twenty 94W Acorn LED 360 degree lights in the amount of $19,200.00 for a total of $38,400.00 from Gresco Utility Supply, Inc., Sole Source. *Electric Director, Jennifer Freeman, will address.*

Motion/second to approve the Consent Agenda by Commissioners Murray/Brock carried 6-0.

REGULAR AGENDA

The Regular Agenda includes items that the Commission will individually consider and on which they will possibly take action.

6. Consider the minutes of the City of Griffin Board of Commissioners' Regular Meeting on May 9, 2023.

Motion/second to approve the minutes of the City of Griffin Board of Commissioners' Regular Meeting on May 9, 2023 by Commissioners Murray/Ward 5-0-1. Commissioner Tinsley abstained as he did not attend the meeting.

7. Consider contract with Yancey Bros., single source, in the amount of $31,046.77 for a mulch head repair operated with skid steer within the Street Department. *Public Works Director, Mariza Eller, will address.*

Motion/second to approve a contract with Yancey Bros., single source, in the amount of $31,046.77 for a mulch head repair operated with skid steer within the Street Department by Commissioners Murray/Tinsley carried 6-0.

8. Consider contract with Waveko, single source, in the amount of $40,631.92 for the repair of the pole barn located at the Street Department. *Public Works Director, Mariza Eller, will address.*

Motion/second to approve a contract with Waveko, single source, in the amount of $40,631.92 for the repair of the pole barn located at the Street Department by Commissioners Ward/Tinsley carried 6-0.

9. Consider purchase of software maintenance for the Griffin Police Departments records management and public safety software system from CentralSquare, sole source, in the amount of $93,821.48. *Information Technology Manager, Cody Stonica, will address.*

Motion/second to approve the purchase of software maintenance for the Griffin Police Departments records management and public safety software system from CentralSquare, sole source, in the amount of $93,821.48 by Commissioners Murray/Tinsley carried 6-0.

10. Consider directing MEAG Power to place 100% of the City's 2022 MEAG Power Year End Settlement refund of $869,863 into the City's MEAG Municipal Competitive Trust Flexible Operating Account- Short Term Portfolio and authorize execution of the MEAG Power Projects 2022 Year-End Settlement Form by the Mayor and the City Manager. *Electric Director, Jennifer Freeman will address.*

Motion/second to approve directing MEAG Power to place 100% of the City's 2022 MEAG Power Year End Settlement refund of $869,863 into the City's MEAG Municipal Competitive Trust Flexible Operating Account- Short Term Portfolio and authorize execution of the MEAG Power Projects 2022 Year-End Settlement Form by the Mayor and the City Manager by Commissioners Ward/Brock carried 6-0.

11. Consider adoption of First Amendment to Tower Lease with Option with T-Mobile South LLC amending the September 1, 2005 Tower Lease for the premises located at 1095 Everee Inn Road, Griffin, Georgia in order to provide for additional renewal terms at a rate of $3,000.00 per month

beginning in September 2025 and for payment of a $10,000.00 administrative reimbursement due upon execution of this Amendment. *City Manager, Jessica O'Connor, will address.*

Motion/second to approve the adoption of First Amendment to Tower Lease with Option with T-Mobile South LLC amending the September 1, 2005 Tower Lease for the premises located at 1095 Everee Inn Road, Griffin, Georgia in order to provide for additional renewal terms at a rate of $3,000.00 per month beginning in September 2025 and for payment of a $10,000.00 administrative reimbursement due upon execution of this Amendment by Commissioners Murray/Ward carried 6-0.

12. Consider a memorandum of understanding among the U.S. Naval Criminal Investigative Service and the participating Federal, State, County, and Municipal agencies in the Southeast Law Enforcement Alliance Project ("LEAP") information sharing initiative known as the Law Enforcement Information Exchange ("LINX") for the operation of a regional warehouse of databases. *City Manager, Jessica O'Connor, will address.*

    Motion/second to approve a memorandum of understanding among the U.S. Naval Criminal Investigative Service and the participating Federal, State, County, and Municipal agencies in the Southeast Law Enforcement Alliance Project ("LEAP") information sharing initiative known as the Law Enforcement Information Exchange ("LINX") for the operation of a regional warehouse of databases by Commissioners Murray/Tinsley carried 6-0.

13. Consider adoption of the Fifth Supplemental Emergency Resolution related to the January 12, 2023 Disaster Event and terminating the Emergency Declaration of a State of Emergency and all subsequent Emergency Resolutions related to the aforementioned storm event. *City Manager, Jessica O'Connor, will address.*

    Motion/second to approve the adoption of the Fifth Supplemental Emergency Resolution related to the January 12, 2023 Disaster Event and terminating the Emergency Declaration of a State of Emergency and all subsequent Emergency Resolutions related to the aforementioned storm event by Commissioners Murray/Ward carried 6-0.

14. Consider an amendment to the Amended and Restated Interlocal Cooperation Agreement to Establish and Maintain the Griffin-Spalding County Land Bank Authority and consider a Lease Agreement for Personnel Services between Spalding County and the Griffin-Spalding County Land Bank Authority. *City Manager, Jessica O'Connor, will address.*

    Ms. O'Connor reminded the Commissioners that they previously approved the Land Bank personnel lease, and the lease stipulated that the Executive Director be a City employee and report to the City and the Land Bank Board. The County's Board of Commissioners denied the personnel lease stating that the County Commissioners want the Land Bank Executive Director to be a County employee and report to the County and the Land Bank Board. Ms. O'Connor continued that at the May Land Bank meeting, she strongly recommended that the Director report to the City. There was no County representation at the meeting, and that has been the case for the last three years since Mr. Jacobs came to work for the city. The County does not have the knowledge or manpower to run Land Bank. The City has expended over $100,000 in the last year maintaining Land Bank properties in the City. If the Land Bank were dissolved, the 300 properties it owns would be split prorata, and the current agreement does not specify how that split would happen. If the City Commissioners deny the County's amendment to the agreement, the only solution is for the County to agree that the Executive Director will be a City employee or dissolve Land Bank. The situation can't continue as it currently stands.

    Motion/second to deny an amendment to the Amended and Restated Interlocal Cooperation Agreement to Establish and Maintain the Griffin-Spalding County Land Bank Authority and consider a Lease Agreement for Personnel Services between the Spalding County and the Griffin-Spalding County Land Bank Authority by Commissioners Flowers/Murray carried 6-0.

15. Consider a Resolution pledging to practice and promote civility in Griffin, Georgia. *City Manager, Jessica O'Connor, will address.*

    Motion/second to approve a Resolution pledging to practice and promote civility in Griffin, Georgia by Commissioners Murray/Tinsley carried 6-0.

16. Consider authorization for Mayor Hollberg and Commissioners Ward, Flowers, Murray, Tinsley and McCord to attend the Georgia Municipal Association's Annual Convention in Savannah, GA. June 23-27, 2023.

    Motion/second to approve authorization for Mayor Hollberg and Commissioners Ward, Flowers, Murray, Tinsley and McCord to attend the Georgia Municipal Association's Annual Convention in Savannah, GA. June 23-27, 2023 by Commissioners Murray/Ward carried 6-0.

17. Consider cancellation of the City of Griffin Board of Commissioners' June 27, 2023 Workshop and Regular meetings due to Commissioners' attendance at GMA Annual Convention in Savannah, Georgia, June 23-27, 2023.

    Motion/second to approve cancellation of the City of Griffin Board of Commissioners' June 27, 2023 Workshop and Regular meetings due to Commissioners' attendance at GMA Annual Convention in Savannah, Georgia, June 23-27, 2023 by Commissioners Murray/Ward carried 6-0.

CITY MANAGER'S REPORT

The City Manager will update the Commission on pending items, upcoming workshops, meetings, conferences and other pertinent issues.

1. Ms. O'Connor thanked the city's Public Works employees and noted the importance of recognizing them for their work. There are many divisions in the Public Works department, including streets, motor pool, the golf course and the sign shop.
2. Ms. O'Connor noted that she and Ms. Thompson have completed the budget. The budget presentation and first public hearing will be June 6 at 9 a.m. The second public hearing and proposed adoption will be June 13 at 6 p.m.
3. She reminded all that Memorial Day weekend is coming up as well as graduations and urged all to stay safe and remain alert.
4. Ms. O'Connor concluded by stating that One Griffin Center will be closed on Monday, May 29 in observance of Memorial Day.

CITY ATTORNEY COMMENTS

No comment.

COMMISSIONER COMMENTS

Commissioners will provide updates regarding issues of interest from their respective districts and/or committee reports.

Ward: No comment.

Flowers: No comment.

Murray: Commissioner Murray offered congratulations to all graduates.

Brock: No comment.

Tinsley: Commissioner Tinsley offered congratulations to Public Works, noting that they do an outstanding job.

McCord: Absent

Hollberg: Mayor stated that the Chappell Street mural dedication and community block party was a great success and thanked those who organized it. He reminded everyone that the June Second Saturday is June Jam, June 10.

ADJOURN

Motion/second at 6:31 p.m. to adjourn the meeting by Commissioners Tinsley/Murray carried 6-0.

Respectfully submitted,

_____ _____

Douglas S. Hollberg, Mayor Jessica W. O'Connor, City Manager

AGENDA ITEM SUMMARY

ITEM SUMMARY:

Consider the minutes of the City of Griffin Board of Commissioners' Called Meeting on June 6, 2023.

SPECIAL CONSIDERATIONS OR CONCERNS:

Mayor Hollberg and Commissioners Ward, Murray, Brock and McCord were present. Commissioner Flowers attended via Zoom. Commissioner Tinsley was absent.

STAFF RECOMMENDATION:

N/A

FINANCIAL IMPACT:

N/A

Submitted By:
Susan Bartholomew

Meeting Date:
13/06/2023

Reviewed By:
Jessica O'Connor

ATTACHMENTS:
06-06-23 Minutes Called Meeting.pdf

CITY OF GRIFFIN BOARD OF COMMISSIONERS
CALLED MEETING
ONE GRIFFIN CENTER, W. ELMER GEORGE MUNICIPAL HALL
TUESDAY, JUNE 6, 2023

Mayor Doug Hollberg presided, convening the meeting at 9:00 a.m. Commissioners attending included Cynthia Ward, David Brock, and Rodney McCord. Also present were City Manager, Jessica O'Connor, City Attorney, Drew Whalen, Staff Attorney, Kelsey Carden and Susan Bartholomew to record minutes.

Commissioner Murray arrived at 9:03 a.m.
Commissioner Flowers attended via Zoom.
Commissioner Tinsley was absent.

Call to order by Mayor Hollberg

1. Fiscal Year 2023-2024 Budget Presentation. *City Manager, Jessica O'Connor, will address.*

   Ms. O'Connor addressed the Commissioners stating that the Public Notice for the budget and public hearings was published in the Griffin Daily News on Tuesday, May 30, 2023, and the budget has been available for public review in the City Manager's office and on the City's website since Friday, June 2, 2023 at 8 a.m.

   Ms. O'Connor continued that the goals and areas of importance have not changed, but five months after the tornado event of January 12, 2023, the recovery and restoration of the City is still at the forefront.

   Ms. O'Connor presented the budget to the Commissioners. Attached hereto and made a part hereof is the budget presentation.

PUBLIC HEARING

2. Receive comments regarding the proposed budget for fiscal year beginning July 1, 2023 and ending June 30, 2024. *City Manager Jessica O'Connor will address.*

   There were no public comments.

   Mayor Hollberg congratulated the finance department and all departments for the work on the budget. Ms. O'Connor stated if there are any questions or comments between now and the meeting on June 13, please contact her.

ADJOURN

Motion/second at 9:51 a.m. to adjourn the meeting by Commissioners Murray/Ward carried 5-0.

Respectfully submitted,

_____ _____

Douglas S. Hollberg, Mayor Jessica W. O'Connor, City Manager



Griffin
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ANNUAL BUDGET

Fiscal Year 23-24

Griffin
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Goals and Areas of Importance

- Substandard Housing
- Blight / Trash / Litter / Junk
- Downtown Redevelopment
- Crime Reduction
- Storm Rebuild and Reimbursement

Revenues

Overall Expenditures EXCEED Revenues by $8,103,885 (revenues +$1,354,378 FY23 projected)

General Fund Expenditures EXCEED Revenues by $11,225,914 ($9,079,844 FY23 projected)

Total General Fund Revenue Up (w/o transfers) $81,623 ($3,249,433 FY23)

Property Tax FY24 budgeted at $4,563,085

Enterprise Funds Revenues

- Solid Waste increased $253,272
- Electric increased $6,302,234
- Wastewater decreased $400,537
- Water increased $1,021,230
- Stormwater increased $199,657
- Telecom increased $65,741
- Golf Course increased $64,200

Total Budget All Funds

Projected Revenues Up $4,527,769

Projected Expenses Up $11,277,476

(from FY23 original projections)

Without TSPLOST, CDBG, ARPA & Airport Grant, Projected Expenses Up $8,952,639

Includes ALL Funds (w/o transfers)

Excluding above funds, projected revenues exceed expenditures $302,830



EXPENSE HIGHLIGHTS

Capital Requests

$14,508,759 (FY23 $14,141,899)

CDBG (infrastructure)	$1,616,618
TSPLOST (transportation)	$3,727,500
Shoal Creek Sewer Basin Improvements	$2,000,000
Electric Line Maint. & Improvements	$400,000
New Customer Construction	$300,000
Electric Digger Derrick	$183,500
Street Light LED Conversion	$175,000
Airport Pavement Rehab & Remarking	$2,200,000
General Fund Capital	$1,893,169
	(FY23 $1,389,025)

EXPENSE HIGHLIGHTS

Personnel

2% increase budgeted for each department to continue pay-for-performance plan and give raises according to evaluations

NO insurance increase for employees with choices of plans for higher deductible and lower monthly cost

Property and casualty coverage increased $135,566 (up 18%)

EXPENSE HIGHLIGHTS

Personnel

General Fund

- Management Services – No changes
- Finance – No changes
- IT – New position of Geospatial Systems Administrator moving from GIS
- Fire – Admin Assistant moving to Admin Coordinator
- Police – Eliminated two intern positions
- Public Works – Two specialized equipment operators moved to Stormwater; Arborist from Stormwater moved to Public Works
    - Sign Shop – Adding a second Sign & Pavement Marking Tech

EXPENSE HIGHLIGHTS

Personnel

General Fund – Cont.

- Planning & Development – New position of Administrative Assistant
  - Code Enforcement – Reclassed one Code Enforcement Officer to Code Enforcement Supervisor
- Economic Development – Reclassed Econ Dev Coordinator to Main Street Manager and moved to Main Street Fund
- GIS – New Department; current GIS Admin in Stormwater will be Director, CAD/GIS Tech in W/WW and CAD/GIS Tech in Electric will move to this Department with no changes in title, grade, or compensation

EXPENSE HIGHLIGHTS

Personnel

Enterprise Funds

- Telecom – No changes
- Solid Waste – No changes
- Water/Wastewater – No changes
- Electric – No changes
- Stormwater – No changes

With the exception of regular certification increases and the changes reflected in the General Fund notes.

EXPENSE HIGHLIGHTS

Fuel

- **Regular $4.10 / gal**
  - High - $3.95 Low - $2.46

- **Diesel $4.90 / gal**
  - High - $4.92 Low - $4.03

EXPENSE HIGHLIGHTS

GENERAL FUND







Management Services

Total Increased $96,350

- Commissioners Increased $7,274
- City Manager Increased $15,752
- Communications & PR Increased $15,955
- Staff Attorney Increased $10,343
- City Attorney Decreased $350
- Elections Increased $47,376
- Municipal Court Increased $28,879

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Growing, TOGETHER

Commission Expenses

Municode - $10,000

Education & Training - $16,150

Three Rivers Regional Commission - $24,000

Georgia Municipal Association - $8,500

Fireworks - $15,848

UGA Griffin - $17,500

UGA Archway - $20,000

Contingency - $100,000

Griffin
Growing TOGETHER

Finance

Expense Decreased - $51,229

- Director Decreased $68,741
- Accounting Increased $8,320
- Procurement Increased $9,192

Human Resources & Risk Management

Human Resources

Expense Decreased - $17,949



Risk Management

Expense Increased - $14,031



Griffin
Growing TOGETHER

Information Technology

Expense Decreased - $680,741

- The software services in Purchased & Contracted Services are within a separate report for software maintenance and allocated to the respective departments as they are used, which resulted in a $689,412 decrease within the IT Department budget.

Geographic Information Systems ("GIS")

Total budget of $389,985

- Salary & Benefits for 3 GIS employees - $292,186
- Purchased & Contracted Services - $42,280
- Supplies - $17,580
- Interfund/Interdepartmental Charges - $37,938

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Public Safety

Total Expense Increased - $2,322,123





Griffin
Growing TOGETHER



Police

Total Expense Increased - $1,010,154

- Vehicle Replacement – $668,800 Cash for 7 Patrol Cars & Outfitting and 5 CID vehicles
- Inmate Custody - $144,800 (back to pre-COVID numbers)
- Increase in Operating Supplies & Tools of $10,140

FIRE

Total Expense Increased - $1,311,969

- Pumper Truck - $642,144
- Crew Cab Pickup - $69,000
- Turn-out Gear - $51,600
- Uniforms - $49,300
- Tools & Equipment - $30,520



Public Works

Total Expenses Increased $77,186

Director Decreased
$10,892
Cemetery Decreased
$28,251
Facilities Decreased
$33,473 – Capital
OGC Info Kiosks (2)
$15,000
Streets Decreased
$184,080



Public Works

Total Expenses Increased

$77,186

Streets Capital is $477,874 (FY23 $812,500)

- CAT Skid Steer $130,000
- Hydroseeder $105,000
- Tractor with Rotary Cutter $60,000
- F250 4x4 Pickup $55,000
- 4 Flashing Beacons at Crosswalks $51,874

Public Works – Cont.

Parks Increased

$46,297 – Tire Changer $8,000, Mower $14,000, Heaters in Shop Building $14,000

Sign Shop Increased

$260,030 (total) - New Position for Sign & Pavement Marking Tech; Supplies also increased $53,631



Public Works – Cont.

Welcome Center

Operational Cost $124,767

Allocation to Archives $60,835 ($47,229 FY23)

City - $40,417.50 County - $40,417.50

Archives

Total Budget $173,984

City - $86,992.00 County - $86,992.00

Development Services

Expenses Increased - $120,258

Comprehensive Plan 2nd Year $85,000 ($100,000 in FY23)



CAA Building Inspections
$282,800 (FY23 $339,150)

CDBG & CHIP Fees - $18,000

New position of Administrative Assistant and reclassed one Code Enforcement Officer to Code Enforcement Supervisor

Development Services – Cont.

Transportation – Budget the same as FY23 at $120,000

Tax & Licensing – Increased $48,518 for GMA Services and for absorption of bank fees

Economic Redev – Budget the same as FY23 at $123,700



Economic Development

Expenses decreased - $71,199

Historic City Hall

Facilities - $61,399

(FY23 $51,775)

Economic Development Coordinator reclassed to Main Street Manager in Main Street Fund



EXPENSE HIGHLIGHTS
ENTERPRISE FUNDS

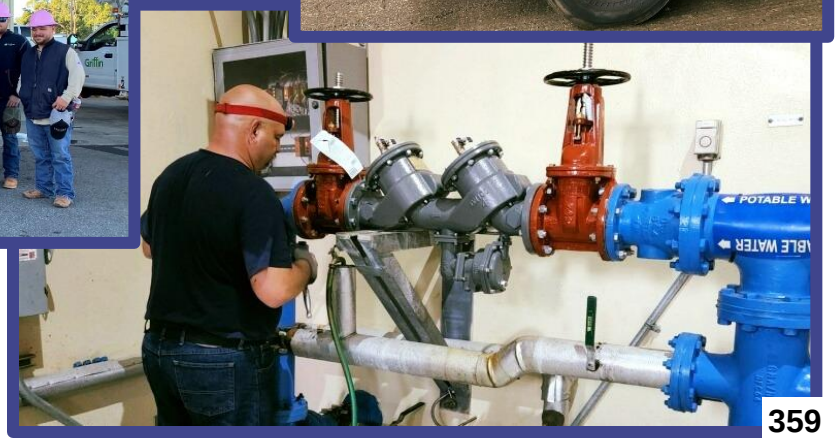




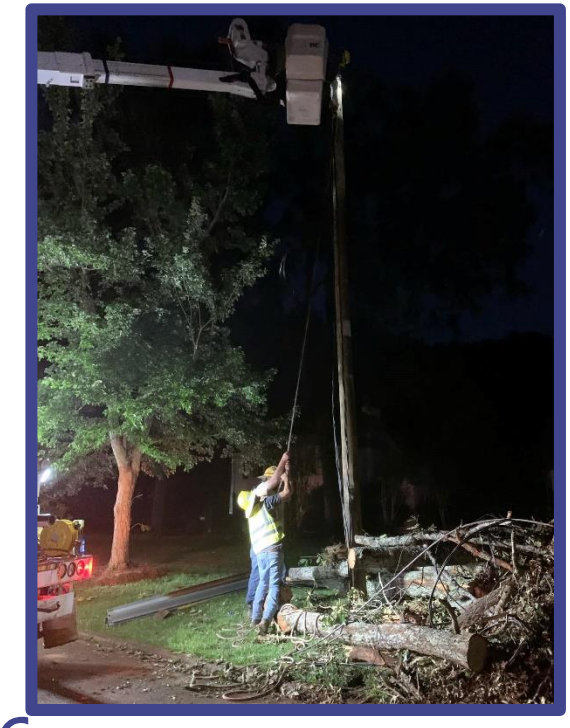








Electric Dept.



Revenues Increased –
$6,302,234

Residential Service Increased $3,123,566

Commercial Service Increased $2,648,621

Industrial Service Increased $986,882

PCA / ECCR Decreased $12,875

Off System Sales Flat at $300,000

Delinquent Penalties Decreased $70,460

Electric Dept.



Expenses Increased - $6,299,709

(FY23 $2,412,120)

Line Maintenance/Improvements	$400,000
System Protection	$150,000
New Customer Construction	$300,000
LED Conversion for Street Lights	$175,000
Security Lighting	$75,000
Automated Switching	$100,000
Utility Relocations	$50,000
Bill Pay Kiosk	$60,000

Electric Dept.



Expenses (con't)

Electric Total Capital	$1,783,472
	(FY 23 $1,616,206)
General Fund Transfer	$9,458,015
	(FY23 - $8,796,000)
Reserved Earnings	$1,160,237

Wastewater

REVENUE – Decreased $400,537

EXPENSES – Increased $4,270,954

- **Shoal Creek WWTP –** Up $448,507
- **Potato Creek WWTP –** Up $411,891
- **Cabin Creek WWTP –** Up $405,257
- **Blanton Mill –** Up $2,702
- **Lab –** Up $9,092
- **Lift Stations –** Up $76,583
- **Sludge Management -** Up $15,916
- **WW Collections –** Up $ 2,931,194

Wastewater

Total WW Capital –

$2,154,000

($267,000 FY23)

Shoal Creek Sewer Basin
System Improvements - $2,000,000
Composite Sampler - $10,000
Influent Pump - $44,000
Renewals & Extensions - $100,000



Water

REVENUE – Increased $1,021,230

Residential Increased - $281,362

Commercial Increased - $440,733

Industrial / Institutional Decreased - $97,853

Wholesale (excluding Spalding) Increased - $473,180

Spalding Increased (net) $89,223



Water

EXPENSES – Increased $1,061,205 ($1,604,266 FY23)

- **Director –** Decreased $276,931
- **Still Branch –** Increased $1,537,537
- **Harry Simmons –** Increased $458,328
- **Water Distribution –** Decreased $475,770



Water

Capital – $107,000

- Flexim Clamp on Flow Meter – $7,000
- Renewals & Extensions – $100,000



Water/Wastewater

Debt Service - $7,092,330 ($7,321,430 FY23) (P&I)

Reservoir Bonds - $4,058,070

($3,409,000 Principal / $649,070 Interest)

PCWWTP GEFA Loan - $541,470

($353,980 Principal / $187,490 Interest)

CCWWTP GEFA Loan - $788,810

($678,340 Principal / $110,470 Interest)

SCWWTP GEFA Loan - $450,720

($363,530 Principal / $87,190 Interest)

Water/Wastewater

EXPENSES – Debt Service Cont.

Flint River Pump Station GEFA Loan - $319,640

($276,380 Principal / $43,260 Interest)

Still Branch Generators GEFA Loan - $123,460 (Estimated)

($102,750 Principal / $20,710 Interest)

Dam Rehabilitation GEFA Loan - $65,000 (Estimated)

($0 Principal / $65,000 Interest)

Sludge Facilities GEFA Loan - $745,160 (Estimated)

($726,460 Principal / $18,700 Interest)

Water/Wastewater



EXPENSES

Total Water Capital - $107,000

Total WW Capital - $2,154,000

Total W/WW Capital - $2,261,000

W/WW Transfer - $1,800,000

Reserved W/WW funds - $1,398,031

(FY23 $1,849,654)

Stormwater

Revenue Increased $199,657

Expenses Increased $850,173

F550 Pickup Truck with Service Body	$85,000
Sewer Inspection Camera	$135,000
Hydraulic Hammer	$14,000

Total Capital **$234,000**

Debt Service **$343,360** (P&I)

Restricted **$187,233**

($398,518 FY23)



Solid Waste



Revenue Increased $253,272

Residential Collections Increased	$184,350
Commercial Collections Increased	$139,075
Yard Waste Collections Increased	$20,030
Transfer Station Fees Increased	$34,000
Roll off Fees Increased	$91,892
Landfill Fees Decreased	$176,382
Recycling Fees Total	$0

Solid Waste

Expense Increased

$968,441

Director Increased $65,584

Residential Increased $247,290

Commercial Increased $363,549

Transfer Station Up $272,465

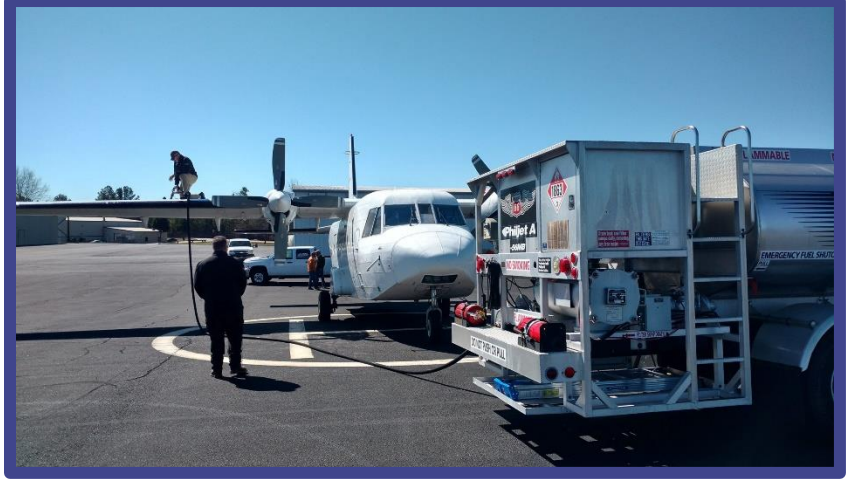
C&D Landfill Increased $72,052

Closed Landfill flat at $100,000

Yard Waste Decreased $52,500



Airport



Total Revenues – $3,238,732 (not incl transfers)

Total Revenue	$2,701,695
Airport Improvement Grant from FAA	$2,200,000
Spalding County Operations	$175,882
Spalding County Debt Service	$368,715
($337,690 FY24 $31,025 prior years)	
Transfer from General Fund	$537,770 (City)
(FY23 $445,984; FY22 $497,173)	

Airport

Operating Expenses – $3,914,702

Capital Improvement Project at 6A2 – $2,200,000

Fuel - $312,810

- AV Gas - $158,030
- Jet A - $154,780



Telecom



Operating Revenue Increased – $65,741 ($68,630 FY23)

Total Revenue - $1,079,871

$550,000 from fiber leases ($507,620 FY23)

$477,671 from internal service charges ($506,510 FY23)

Telecom



Expenses $1,097,513

($904,038 FY23)

Salary & Benefits Increased $53,404

Purchased & Contracted Services Decreased $7,143

Supplies Decreased $59,768

Capital Increased $65,000

Fiber Expansion $100,000



Golf Course



Operating Revenue – $572,800 ($508,600 FY23)

Increased $64,200 (12.6%)

Expenses – up $103,649

Capital - $31,000

Greens Roller - $19,000

Buffalo Turbine Blower – $12,000

Transfer Required - $596,116 ($605,207 FY23)

Motor Pool

Revenue – $1,189,395

FY23 $1,081,705

Expenses – $1,798,119

FY23 $1,628,495

Capital - $62,000

Electric Forklift	$50,000
Drive-on Lift	$12,000

Transfer Required - $563,304

FY23 $546,790

DDA & Main Street



DDA $370,853 (+$249,966 from FY23)

$84,273 Allocation + $286,580 specific DDA

Capital $250,000 for building purchase, rehab, & resale (Transfer from TAD1)

Main Street $208,133 ($129,688 FY23)

$96,701 allocation + $111,432 specific to Main Street

Hotel / Motel Tax

Revenue	**$132,000**	**($164,300 FY23)**
Historic City Hall	**$24,750**	(18.75%)
GSBTA (DMO)	**$57,750**	(43.75%)
General Fund	**$49,500**	(37.50%)

Special Revenue Funds

CDBG **$1,677,618**

$1,000,000 Grant $677,618 Local

Court Tech **$25,000**

TSPLOST

Revenue **$3,727,500**


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City of Griffin
ANNUAL
BUDGET
Fiscal Year 23-24

AGENDA ITEM SUMMARY

ITEM SUMMARY:

Consider a resolution making an appointment to the office of Municipal Court Solicitor as well as approving compensation for said position. *Municipal Court Clerk, Melissa Brock, will address.*

SPECIAL CONSIDERATIONS OR CONCERNS:

Current Assistant Solicitor, Tom Kirkbride, has been appointed as a Judge in Morrow, GA and can no longer serve as Assistant Solicitor. Clayton Kendrick has expressed his interest in filling the position.

STAFF RECOMMENDATION:

N/A

FINANCIAL IMPACT:

The Assistant Municipal Court Solicitor is budgeted.

Submitted By:
Melissa Brock

Meeting Date:
13/06/2023

Reviewed By:
Jessica O'Connor

ATTACHMENTS:
Res Municipal Court Solicitor Asst.pdf

23-039

A RESOLUTION

A RESOLUTION OF THE BOARD OF COMMISSIONERS OF THE CITY OF GRIFFIN, GEORGIA, DESIGNATING AN ASSISTANT MUNICIPAL COURT SOLICITOR FOR THE CITY OF GRIFFIN; ESTABLISHING THE DUTIES OF SAID OFFICE; PROVIDING THE COMPENSATION FOR SAID OFFICE; AND FOR OTHER PURPOSES.

BE IT RESOLVED BY THE BOARD OF COMMISSIONERS OF THE CITY OF GRIFFIN, GEORGIA, that **Clayton Kendrick** is hereby appointed to the office of Assistant Municipal Court Solicitor, to serve at the pleasure of this Board. Upon taking the oath of office, the Assistant Municipal Court Solicitor shall perform the duties and undertake to perform all responsibilities imposed thereon under the Charter of the City of Griffin, Georgia, Section 3.6.

BE IT FURTHER RESOLVED that the compensation for said position is hereby set at $400 for each Municipal Court Session appearance.

SO RESOLVED, this 13th day of June 2023.

_____
Mayor, Douglas S. Hollberg

ATTEST: (CITY SEAL)

_____
Jessica W. O'Connor, Secretary

AGENDA ITEM SUMMARY

ITEM SUMMARY:

Consider a contract with Premier Elevator, most responsive bidder, for modernization of the two elevators located in the Solomon Street elevator bank in the amount of $562,370.00, and amend the budget accordingly. *Public Works Director, Mariza Eller, will address.*

SPECIAL CONSIDERATIONS OR CONCERNS:

The elevator modernization will take place at One Griffin Center on the two traction elevators located on the East Solomon side of one Griffin Center. We will receive new wiring, logic control, signal fixtures, door operators, and a new motor/machine. We will get new doors on the 4th floor and refurbish the doors on the other 5 floors. Premier Elevator will also refurbish the car enclosure. Additionally, we are requesting a budget amendment in the amount of $87,370.00 from ARPA funds. Premier was not the lowest bidder, however Georgia Commercial Elevator did not submit all required bid documents and TK Elevator submitted a machine/motor that would be proprietary to TK, which is not what was requested in the bid. With this upgrade the motor/machine will be non-proprietary meaning any elevator company will be able to work on our elevators. The average lifespan once the upgrades take place is 25 years.

STAFF RECOMMENDATION:

Staff recommends approval.

FINANCIAL IMPACT:

The Elevator Modernization of the two elevators located at One Griffin Center were budgeted for in FY23 utilizing ARPA funds in the amount of $475,000.00. This project did come in over budget at $562,370.00. Public Works is requesting to amend the budget accordingly utilizing additional funds from ARPA in the amount of $87,370.00.

Submitted By:
Mariza Eller

Meeting Date:
13/06/2023

Reviewed By:
Jessica O'Connor

ATTACHMENTS:
MODERNIZATION OF CITY HALL_CITY OF GRIFFIN -- COG Final 5.23.2023_SIGNED[14].pdf
AGENDA ITEM 20230613 BA Elevator Modernization.pdf
Premier Elevator Bid Response.pdf
Premier Elevator Performance Bond.pdf
TK and Georgia Commercial Bid Response.pdf

1.3.2 DETAILED SCOPE OF WORK

PREMIER ELEVATOR

ELEVATOR MODERNIZATION AGREEMENT

Traction Freight Elevator Modernization

Purchaser: **City of Griffin**
PO Box T
Griffin GA 30224

Location: City Hall- One Griffin Center .
Traction Elevator #2 and #3
100 S Hill St
Griffin GA 30223

By: Premier Elevator Holdco, Inc. ("Premier Elevator")
230 Andrew Drive
Stockbridge GA 30281
Office Phone: 770-389-4951
Fax: 770-389-1586
Cell 704-936-9719
Email: dallen@Premierelevator.com
Internet: www.Premierelevator.com

Date: 06/13/2023

Estimate: O-060714

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PART 1 – GENERAL

This proposal covers the complete modernization of the elevator located at CITY OF GRIFFIN/ CITY HALL. All work will be performed in a workmanlike manner and will include all work and material as specified herein. In all cases where a device or part of equipment is herein referred to in the singular number, it is intended that such reference will apply to as many such devices as are required to complete the installation.

1.01 All work will be performed in accordance with the most applicable edition of the National Safety Code for Elevators, Dumbwaiters, Escalators, and Moving Walks (ASME A17.1), ANSI A117.1 Barrier Free Code as pertaining to Passenger Elevators, the Americans with Disabilities Act (ADA), the National Electrical Code, and/or such State and Local elevator codes as may be applicable.

1.02 Drawings. Premier Elevator will prepare drawings and/or cut sheets

1.03 Permits, taxes and licenses. All applicable permit, taxes, and licensing fees are included in this proposal. (Permits and fees for road closures are not included in this proposal)

1.04 Maintenance service. The City's existing maintenance contract with a third-party provider will stay in effect.

1.05 Wiring diagrams. Two (2) complete sets of "made final" wiring diagrams including input and output signals will be furnished to the Purchaser.

1.07 Keys. Two (2) keys for each key switch specified will be furnished to the Purchaser.

PART 2 – EQUIPMENT AND SUMMARY OF WORK

QUANTITY:	2	MOTION CONTROL:	Traction (NEW)
CAPACITY:	EXISTING	POWER SUPPLY:	Retain
SPEED:	350 fpm	LOGIC CONTROL:	New
STOPS:	6 floors	CAR ENCLOSURE:	Refurbish
OPENINGS:	6 openings	SIGNAL FIXTURES:	New
CAR SIZE: PLATFORM:	Existing	DOORS: refurbish remainder	New (4th floor),
CLEAR INSIDE:	Existing	ENTRANCES:	Retain
TRAVEL:	53' 3"	DOOR OPERATION:	New
WIRING:	New	MOTOR/MACHINE:	New

PART 3 - MODERNIZATION EQUIPMENT FEATURES

3.01 CAR

The existing car frame assembly will be retained. The roller guides will be new. Each wheel arm is individually spring mounted, allowing for the guide to provide the smoothest ride possible. The roller wheels are manufactured with a durable polyurethane composition.

CAR ENCLOSURE
The existing cab enclosure will be modified as follows: Furnish new cab panels, LED lit ceiling and flooring. Furnish new 3d door edges. (if selected)

3.02 CAR SIGNAL FIXTURES
The existing car operating panel will be replaced with new. The panel will be constructed to meet ADA-AG requirements and ANSI A-17 A-2010 code.

3.03 CONTROL & DRIVE SYSTEMS
The existing controller will be replaced with a state-of-the-art microprocessor-based control system. The system will be field programmable and will meet all requirements as outlined the ANSI-A17 2010 code for elevators and escalators as well as all state and local codes.

3.04 DOORS & ENTRANCES
The existing door operator will be modified with a new state-of-the-art freight door operator. The hoistway elevator door frames will remain. New hoistway and car side door equipment will be installed. Option to replace all doors if needed

3.05 HALL SIGNAL FIXTURES
Furnish and install new hall fixtures at all landings. The new hall position indicators will be installed within the fixture using a 1" display indicating which floor the elevator is located. New EUD boxes at every floor and new pull door straps.

3.06 MACHINES & MOTORS
The DC traction motor it will be replaced with new A/C motor will be equipped. New machine and roping/shackles. New governor and rope gripper safeties will be installed.

3.07 PIT EQUIPMENT.
The existing pit equipment will be retained and refurbished.
.

3.08 WIRING
All control wiring where required will be replaced to meet all NEC code requirements, including wiring located on car top and hoistway.

3.09 MISCELLANEOUS WORK
All code required work will be completed under this agreement. This will be a turnkey installation

PART 4 – INSTALLATION SEQUENCE AND SCHEDULE

4.01 WORK HOURS
All work will be performed during regular working hours of regular working days as is customary in the elevator industry (8:00am – 4:30pm) EST

4.02 OUT OF SERVICE
One elevator at a time will be out of service in the performance of the work as specified.

4.03 SCHEDULE

Prior to commencing work, a work schedule will be submitted to the Purchaser. Work will not commence until the schedule has been mutually agreed, in writing, to by both Parties. At the time this proposal was drafted, the following lead time and schedules are considered upon contract execution:

Phase	Time Period
Phase 1 – Engineering & Drawings:	4 Weeks
Phase 2 – Material Arrival:	18 Weeks
Phase 3 – Substantial Completion of each Car:	7 Weeks/car
Phase 4 – Final Inspection & Adjusting	1 Week

PART 5 – TESTS

5.01 EMERGENCY FIRE SERVICE
Perform Phase I and Phase II Fire Service tests to conform to applicable codes.

5.02 REQUIRED TESTS
All required tests are to be performed during the regular working hours of the elevator trade. Should the Purchaser require these tests to be performed outside the regular working hours, there will be an added cost to the quoted contract amount.

5.03 TEST REPORTS
Completed copies of test reports will be provided to the Purchaser

PART 6 - CLEAN UP, INSPECTION, & REMOBILIZATION

6.01 CLEAN UP
Premier Elevator will remove all debris resulting from work on this contract. In addition, we will remove from the project site all equipment and unused or removed materials and restore building and premises to a neat, clean appearance.

6.02 INSPECTION
All materials and workmanship will be subject to inspection or testing. The Purchaser will have the right to reject defective or inferior material or workmanship installed under this contract and may require the correction of such without additional cost to the Purchaser.

6.03 REMOBILIZATION
The performance of the work hereunder is conditioned on your performing of the preparatory work and supplying the necessary data specified on the front of this proposal or in the attached specification, if any. Should we be required to make an unscheduled return to your site to begin or complete the work due to your request, acts or omissions, then such return visits shall be subject to additional charges at our current labor rates.

PART 7 – WORK NOT INCLUDED

This proposal does not include the following work and is conditioned on the proper performance of such work by the Owner.

A legal hoistway, properly framed and enclosed, and including a pit of proper depth provided with ladder, sump pump, lights, access doors and waterproofing, as required and dewatering of pit(s) when necessary. Legal machine room(s), adequate for the elevator equipment, including floors, trap doors, gratings, foundations, lighting, ventilation and heat to maintain the room at an ambient temperature of 50 degrees Fahrenheit, minimum 90 degrees Fahrenheit maximum, non-condensing. Adequate supports and foundations to carry the loads of all equipment, including support for guide rail brackets. Adequate bracing of entrance frames to prevent distortion during wall construction. When required, divider beams at suitable points shall be provided for guide rail bracket support.

It is agreed that in the event asbestos material is knowingly or unknowingly removed or disturbed in any manner at the jobsite, you will monitor our work place and prior to and during our manning of the job, you will certify that asbestos in the environment does not exceed .01 fibers per cc as tested by NIOSH 7400. Removal and disposal of asbestos containing material is the responsibility of the contractor.

All sill supports, including steel angles where required, and sill recesses (if sill angles not supplied by Elevator Contractor) and the grouting of door sills. Provide O.S.H.A. compliant removable temporary enclosures or other protection (barricades and kickboards) from open hoistways during the time the elevator is being installed (protection must allow clearance for installation of entrance frames). Proper trenching and backfilling for any underground piping and/or conduit, Cutting and patching of walls, floors, etc., and removal of such obstructions as may be necessary for proper installation of the elevator. Setting anchors and sleeves. Pockets or blockouts for signal fixtures. Structural steel door frames with extensions to beam above if required on hoistway sides and sills for freight elevators, including finish painting of these items.

Suitable connections from the power main to each controller and signal equipment feeders as required, including necessary circuit breakers and fused mainline disconnect switches per N.E.C. Wiring to controller for car lighting. (Per N.E.C. Articles 620-22 and 620-51). Electric power without charge, for construction, testing and adjusting of the same characteristics as the permanent supply. A means to automatically disconnect the main line and the emergency power supply to the elevator prior to the application of water in the elevator machine room will be furnished by the electrical contractor. This means shall not be self-resetting. Wiring and conduit from life safety panel or any other monitor station to elevator machine room or suitable connection point in hoistway.

The contractor will provide a temporary 220 VAC - 30 amps single phase terminal with disconnect for each traction elevator in the machine room(s) and within 50 feet of the machine room(s) for hydraulic elevators at the start of the job for temporary operation of work platform.

Heat and smoke sensing devices at elevator lobbies on each floor, machine room, and hoistways (where applicable), with normally open dry contacts terminating at a properly marked terminal in the elevator controller. Telephone connection to elevator controller (must be a dedicated line and monitored 24 hours. Instrument in cab by others. One additional telephone line per group of elevators for diagnostic capability wired to designated controller.

Emergency power supply with automatic time delay transfer switch and auxiliary contacts with wiring to the designated elevator controller. Electrical cross connection(s) between elevator machine rooms for emergency power purposes is/are to be provided by others. Any governmentally required safety provisions not directly involved for elevator installation. All painting, except as otherwise specified. Temporary elevator service prior to completion and acceptance of complete installation. Furnishing, installing and maintaining the required fire rating of elevator hoistway walls, including the penetration of fire wall by elevator fixture boxes, is not the responsibility of the elevator contractor. Flooring and/or installation of flooring by others.

The Owner is to provide a bonded ground wire, properly sized, from the elevator controller(s) to the primary building ground.

Remote wiring to outside alarm bell as requested by the Safety Code for Elevators and Escalators (ASME 17.1) (where applicable).

Costs for additional inspections of the elevator equipment by code authorities after the initial one fails due to items that are the responsibility of the contractor, or for assisting others inspecting equipment installed by others.

The Owner agrees to provide a dry and secure area adjacent to the hoistway(s) at ground level for storage of the elevator equipment at the time of delivery. Adequate ingress and egress to this area will also be provided. Any relocation of the equipment as directed by the contractor after its initial delivery will be at contractor's expense.

Composite clean-up crews will not be provided. We will be responsible for our own housekeeping.

All existing equipment removed by company shall become the exclusive property of company.

PART 8 – SPECIAL CONDITIONS

1. Our performance of this contract is contingent upon your furnishing us with any necessary permission or priority required under the terms and conditions of government regulations affecting the acceptance of this order or the manufacture, delivery or installation of the equipment.

2. It is agreed that our workmen shall be given a safe place in which to work and we reserve the right to discontinue our work in the building whenever, in our opinion, this provisions is being violated.

3. Unless otherwise agreed, it is understood that the work will be performed during regular working hours of the trades involved. If overtime is mutually agreed upon, an additional charge at our usual rates for such work shall be added to the contract price.

4. A dry and protected area, conveniently located to the elevator hoistway, will be assigned to us without cost, for storage of our material and tools. We agree to coordinate with you and provide a reasonable estimate of the delivery time and will notify you of the equipment's availability in a timely manner. You agree that if you are not ready to accept delivery of the equipment when we notify you it is ready, you will immediately make the payments due for the equipment and designate some local point where you will accept delivery unless you designate such point of delivery within two weeks. We are authorized to warehouse the equipment within or without our factory at your risk. You shall reimburse us for all costs due to extra handling and warehousing.

5. Certificates of Workmen's Compensation, Bodily Injury and Property Damage Liability Insurance coverage will be furnished upon request, per the terms of the original request for proposal/bid documents.

6. We shall not be liable for any loss, damage or delay caused by acts of Government, strikes, lockout, fire, explosion, theft, floods, riot, civil commotion, war, malicious mischief, or acts of God, or any cause beyond our reasonable control, and in no event shall we be liable for consequential damages.

7. Should loss of or damage to our material, tools or work occur at the erection site, you shall compensate us therefore, unless such loss or damage results from our own acts or omissions.

8. If any drawings, illustrations or descriptive matter are furnished with this proposal, they are approximate and are submitted only to show the general style and arrangement of equipment being offered.

9. In the event of any default by you in any payment, or of any other provision of this contract, the unpaid balance of the purchase price, less the cost of completing the work, as estimated by us, shall immediately become due and payable irrespective of the acceptance by us of notes from you or extension of time for payment. Purchaser does hereby consent to the venue of any proceeding or lawsuit under this agreement to be in (Spalding County GA).

The rights of PREMIER ELEVATOR under this agreement shall be cumulative and the failure on the part of the company to exercise any rights given thereunder shall not operate to forfeit or waive any of said rights and any extension, indulgence or change by PREMIER ELEVATOR in the method, mode or manner of payment or any of its other rights shall not be construed as a waiver of any of its rights under this agreement.

Purchaser's acceptance of this agreement and its approval by an executive officer of PREMIER ELEVATOR will constitute exclusively and entirely the agreement for the service herein described. All other prior representations or agreements, whether written or verbal, will be deemed to be merged herein, and no other changes in or additions to this agreement will be recognized unless made in writing and properly executed by both parties. Should your acceptance be in the form of a purchase order or similar document, the provisions, terms and conditions of this agreement will govern in the event of a conflict, this proposal and contract is hereby accepted.

PART 9 – TERMS & CONDITIONS

All work shall be performed in accordance with the latest revised edition (as of the date of this proposal) of the United States of America Standard Safety Code for Elevators, Escalators, and Dumbwaiters, the National Electrical Code, and/or such State and Local Codes as may be applicable, as well as Company's Work-Not-Included form. Subsequent to the date of this proposal, should changes be made in any code, or should rulings by any code enforcing authorities extend the application of the code, the work and materials necessary to make the installation comply with such changes shall be performed as an addition to the contract price.

PERMITS, TAXES AND LICENSES: All applicable sales and use taxes, permit fees and licenses imposed upon us as an Elevator Contractor as of the date of this proposal is included in the contract price. The Purchaser agrees to pay, as an addition to the contract price, fees or other charges exacted from the Purchaser or the Company on account thereof, by any law enacted after the date of this proposal.

TEMPORARY SERVICE: Should the service of any elevator be required before completion and final acceptance, the Purchaser agrees to sign our Construction Use form, Warranty Extension and/or Service Agreement and be bound by the terms and conditions thereof. A copy of this form will be furnished on request.

ACCEPTANCE OF INSTALLATION: Upon notice from us that the installation of the elevator has been completed, the Purchaser will arrange to have present at the installation site, a person duly authorized to make the final inspection and to provide a written acceptance. The date and time that such person will be present at the site shall be as mutually agreed, but shall not be more than ten business days after the date of our notice to you, unless we both agree to a certain date thereafter. Such final inspection and certificate of acceptance shall not be unreasonably delayed or withheld.

TITLE AND OWNERSHIP:

Premier Elevator Service Company complies with provisions of Executive Orders 11246, 11375, 11758, Section 503 of the Rehabilitation Act of 1993, Vietnam Era Veteran's Readjustment Act of 1974, 38 U.S.C. 4212 and 41 CFR Chapter 60. Premier Elevator Service Company support Equal Employment Opportunity and Affirmative Actions Compliance programs.

We reserve the right to discontinue our work at any time until payments have been made as agreed, and we have assurance satisfactory to us that the subsequent payments will be made as they become due. Any payments not paid when due shall bear interest at legal rate in force at the place of the project.

If after the work has been substantially completed, full completion is materially delayed through no fault of ours, you shall make such additional payments as may be required to leave outstanding only an amount equal to the value as estimated by us, based on the contract price, of the uncompleted portion.

SECTION 1.4.H.4: PRICE AND PAYMENT SCHEDULE SHEET

BASE PRICE: $562,370, turnkey project, warranty maintenance will not be included on the project

*****NEED ASSISTANCE WITH THE VIDEO AND INTERNET HOOK-UP TO YOUR IT CLOSET. BUILDING OWNER TO BRING LINE TO THE MACHINE ROOM*****

PAYMENT SCHEDULE- 35% at acceptance, 25% at material approval and ordering, 40% at completion

FOR PREMIER ELEVATOR CO:

_____
(Signature of Premier Representative)

Dave Allen
(Printed or Typed Name)

Business Development
(Title)

05/25/2023
(Date)

FOR PURCHASER:

_____
(Signature of Authorized Representative)

Douglas S. Hollberg
(Printed or Typed Name)

Mayor
(Title)

_____
(Date)

Attest: _____
Jessica O'Connor, Secretary

PREMIER ELEVATOR COMPANY APPROVAL

By: Wallace E. Bertschin
(Signature)

Title: Regional Vice President

Date: 05/26/2023

Approved as to Form:

Andrew J. Whalen, III
Andrew J. Whalen III, City Attorney

BILLING INFORMATION

For questions about billing please contact:

Premier Elevator Company
Accounts Payable

MODERNIZATION UPGRADES/GUIDELINES CHECKLIST (INCLUDED IN BID)

The following is a list of common elevator inspection deficiencies that the building owner is required to adhere to. This work must be completed by the owner prior to commencement of Modernization or installation of new elevator components, and before inspection of the elevator. This is not an official document and does not in any way change requirements defined elsewhere.

This check list is only intended as a guideline for Owner/Contractors based upon our experience with inspectors and knowledge of applicable code. Local authorities having jurisdiction can make additional requests.

- Provide GFCI duplex outlets in the machine room and pit.
- Provide permanently installed electric lighting in machine room with a lighting intensity of at least 200lx (19 fc) at the floor level.
- Provide separate outlet (GFCI) for sump pump in pit.
- Existing sump pump may not drain into the sewer system. Must have a suitable cover, Dedicated GFCI power supply and a visible outlet to a 55 gallon drum or approved oil separator.
- The pit lighting shall provide an illumination of not less than 100lx (10 fc) at the pit floor.
- Provide a class ABC fire extinguisher; to be located within reach of machine room doorway.
- Remove all foreign pipes, wiring, material, and electrical switches such as hallway lights from machine room, that are not directly related to the elevator. Nothing that invites anyone into the room but licensed elevator personnel is allowed. No alarm panels, security systems, fire panels, light switches, plumbing shut off valves, etc. are allowed in this room.
- Insure that the room rating is secure. Inspector may not allow drop ceilings or other means of “hiding” pipes, wiring, etc.; any holes in machine room walls must be repaired.
- 120 VAC Cab Lights disconnect adjacent to Main Line Disconnect of the opening side of the machine room door.
- Main Line Disconnect shall have a means to be locked in the “off” position and cannot be opened while in the “on” position. Dual element slow blown fuses and rejection clips are required by National Electric Code. Disconnect must have auxiliary contact to disconnect emergency rescue device if such rescue device is being installed. Disconnect will need to be properly grounded.
- Each enclosed elevator lobby must have an automatic means of fire detection regardless of ambient conditions, at all floors. Have your alarm company speak with us before they bid the job.
- Install smoke and heat rise sensors per code. Supervisory panel may not be located in the machine room. Provide dry contact closure from all three zones inside or adjacent to elevator controller.
- Provide proper clear, safe access to the machine room.
- Install dedicated telephone line for Elevator Emergency Telephone Service in the car and provide an on-demand, authorized personnel with information that identifies the building location, elevator number and assistance is required.
- Machine room door must be self-closing, self-locking and fire rated to 1.5 hours.
- Provide HVAC per code requirements.
- Provide light protection in machine room and elevator.

RESOLUTION

A RESOLUTION TO AMEND THE FISCAL YEAR 2023 BUDGET IN THE AMOUNT OF $87,370.00.

WHEREAS, the Board of City Commissioners is charged with the preparation of an annual budget for the City of Griffin; and

WHEREAS, on June 14, 2022, the Board of City Commissioners adopted the Fiscal Year 2023 Budget; and

WHEREAS, the Board of City Commissioners approve amending the City of Griffin's American Rescue Plan Act Special Revenue Fund Fiscal Year 2022-2023 Operating and Capital Budget by reallocating $87,370.00 to Capital Furniture & Fixtures, for Fiscal Year 2023, for the purpose set forth below; and

BE IT RESOLVED by the Board of City Commissioners this 13th day of June, 2023, that the Fiscal Year 2023 Budget be, and is hereby, amended in the amount of $87,370.00. as follows:

American Rescue Plan Act Fund

ARPA Uses – Facilities Elevator Modernization

INCREASE EXPENSE		
234-1665-54-2300-0000	Capital Furniture & Fixtures	87,370.00

ARPA Uses – Parks Play Structure

DECREASE EXPENSE		
234-5220-54-2500-0000	Capital Equipment	(87,370.00)

_____

Douglas Hollberg, Mayor

_____

Jessica O'Connor, Secretary

COPY

Griffin
Growing TOGETHER

CITY OF GRIFFIN, GEORGIA

RESPONSE SUBMITTAL COVER

BID #23-009

For

ELEVATOR MODERNIZATION

ONE GRIFFIN CENTER

Submitted by:

Name of Company: Premier Elevator

Mailing Address: 230 Andrew Drive

City/State/Zip: Stockbridge, GA 30281

Phone (including area code): (770) 389-4951

E-mail: dallen@premier-elevator.com

Submittal Deadline:
January 26, 2023 at 2:00 P.M.

FAILURE TO RETURN THIS PAGE AS PART OF YOUR SUBMISSION MAY RESULT IN REJECTION OF RESPONSE

SUPPLIER DISCLOSURES
23-009

All solicitations MUST contain signed and notarized statement of Non-Collusion and non-Conflict of Interest. Any YES response for other disclosures must be detailed and attached to this sheet as part of your submittal. Reference to 'Supplier' denotes the organization submitting the response as well as the principal representing the organization.

Collusion. Collusion exists when two or more parties act together to achieve a fraudulent or unlawful act. Collusion inhibits free and open competition and is in violation of antitrust laws.
I certify that this bid response is genuine and is not a collusive or sham proposal. I further state that:

- The prepared response is made without prior understanding, agreement, or connection with any corporation, firm, or person submitting a bid or offer for the same supplies, labor, services, construction, materials or equipment to be furnished or professional or consultant services, and is in all respects fair and without collusion or fraud; and
- The price(s) submitted has/have been arrived at independently and without consultation, communication or agreement with any other supplier, supplier or potential responder to the solicitation; and
- No attempt has been made or will be made to induce any company or person to refrain from responding to this solicitation, or to induce them to submit a budget that is higher than the budget in this solicitation, or to submit any intentionally high or noncompetitive response or other form of nonresponsive submittal; and
- I understand collusive bidding is a violation of city, state and federal law and can result in fines, prison sentences, and civil damages awards. I also certify that I am authorized to sign for this Supplier.

Conflict of interest. A Conflict of Interest exists when personal interests interfere in any way with the best interest of the City. This can arise if any agent of the City or their families will receive a monetary or other type of benefit based on the award of this project or if any supplier has an unfair competitive advantage over other suppliers. A conflict is also perceived if any previous history would make it impossible for the supplier to objectively fulfill the obligations associated with this project.

I certify that there is no known conflict of interest with the City or any employee or agent of the City. There is presently no interest and no interest shall be acquired that would directly or indirectly conflict in any manner with the performance of this solicitation, should it be awarded.

Premier Elevator
Company Name

Signature of Authorized official of company

David Allen
Printed Name

Sworn to and subscribed before me this 25th **day of** January **, 20**23 **.**

Notary Public:

County:

Commission Expires:

JAMIE CONKLIN
Notary Public, Georgia
Lamar County
My Commission Expires
June 24, 2023

OTHER SUPPLIER DISCLOSURES

Any response of 'Yes' must be explained in full (separate sheet may be used).

No — **Debarment.** Supplier certifies that neither it or its subcontractors is presently debarred, suspended, proposed for debarment, declared ineligible, or otherwise excluded from doing business with any government agency. Has the Supplier been deemed ineligible from participating in any business with any government agency in the past five (5) years?

No **Litigation.** Within the past five (5) years, has the Supplier been the subject of or party to any civil or criminal proceedings or investigations based on wrongful death, fraud, theft, breach of contract, safety, misrepresentation or any other conduct?

No **Financial stability.** Financial stability demonstrates that the Supplier has the resources to complete and the ability to remain in business for the duration of the subsequent contract. Has any petition of bankruptcy, orders or judgment been filed against the supplier in the past five (5) years?

No **Liquidated Damages.** Liquidated Damages are types of compensation designed to reimburse the City for certain problems or delays associated with a project; it serves as protection to both parties in the form of 'contract completion insurance'. Has the Supplier been assessed any liquidated damages or defaulted on any project with a government agency in the past five (5) years?

No **OSHA.** Has the Supplier been cited for any OSHA violations in the past five (5) years?

No **COMMUNICATIONS.** Has the Supplier communicated OR discussed pricing with anyone associated with the City, other than Procurement, since the solicitation was published?

SUPPLIER ACKNOWLEDGEMENTS *(please initial)*

DA **Resources.** We agree that we have the resources needed for the satisfactory completion of the project.

DA **Exceptions.** All deviations and exceptions to this RFP must be expressly stated in writing and attached as an Exception page. The absence of any exceptions assures the City of their full agreement and compliance with all specifications, terms and conditions, requirements and obligations of this RFP.

DA **Occupational Tax License.** If a City of Griffin Occupational Tax License is needed in order to fulfill the project, we will obtain such license prior to the confirmation of contract.

DA **Insurance.** We understand the insurance requirements noted and are prepared to supply the required insurance endorsements for these requirements prior to the confirmation of contract.

DA **Terms and Conditions.** The specifications, as well as the terms and conditions of this Request for Proposal shall be incorporated as an integral part of the final contract.

The Supplier has examined, carefully studied and hereby acknowledges the Specifications and any Addenda and agrees to provide the required services in accordance with this proposal. **The Supplier agrees to all specification items listed unless specifically noted on an Exceptions page.** The Supplier further certifies that they are not currently debarred from submitting proposals by any agency of the State of Georgia or the federal government.

Specifications . . . . . Acknowledgement [signature]

Addendum No. 1 dated 01-03-2023 Acknowledgement [signature]

Addendum No. 2 dated 01-06-2023 Acknowledgement [signature]

Addendum No. _____ dated _____ Acknowledgement _____

Suppliers must acknowledge the Specifications and any issued addenda. Responses which fail to acknowledge the Supplier's receipt of any addendum will result in the rejection of the bid if the addendum contained information which substantively changes the City's requirements.

BID RESPONSE SIGNATURE

I am registered (and compliant) with the City's online registration system: Yes X Not yet ___

The City cannot award to a supplier that is not registered and compliant.

NAME OF COMPANY: Premier Elevator

MAILING ADDRESS: 230 Andrew Drive

CITY /STATE/ZIP: Stockbridge, Ga. 30281

PHONE (including area code): (770) 389-4951 E-MAIL: dallen@premier-elevator.com

[signature] Regional Sales Manager

AUTHORIZED SIGNATURE TITLE

David Allen Regional Sales Manager

NAME (PRINTED) TITLE (PRINTED)

SECTION 1.4.H.4: PRICE AND PAYMENT SCHEDULE SHEET

BASE PRICE: $569,370, turnkey project, 12 month warranty with maintenance

Two year extended service and preventative maintenance add $14,400.00

Alt 1. for new doors at all landings and repainting the frames with new door markings and braille: $49,740.00

ALL IN FOR THREE YEARS $633,140.00

*****NEED ASSISTANCE WITH THE VIDEO AND INTERNET HOOK UP TO YOUR IT CLOSET. BUILDING OWNER TO BRING LINE TO THE MACHINE ROOM*****

PAYMENT SCHEDULE- 35% at acceptance, 25% at material approval and ordering, 40% at completions

FOR PREMIER ELEVATOR CO:

_____
(Signature of Premier Representative)

_____
(Printed or Typed Name)

_____
(Title)

_____
(Date)

FOR PURCHASER:

_____
(Signature of Authorized Representative)

_____
(Printed or Typed Name)

_____
(Title)

_____
(Date)

PREMIER ELEVATOR COMPANY APPROVAL

By: _____
(Signature)

Title: _____

Date: _____

BILLING INFORMATION

FAILURE TO RETURN THIS PAGE AS PART OF YOUR BID DOCUMENT MAY RESULT IN REJECTION OF RESPONSE. THIS FORM MUST BE COMPLETED FOR EACH BID SUBMITTAL EVEN IF YOU ARE CONSIDERED TO BE A CURRENT SUPPLIER.

REFERENCES

The City of Griffin requests a minimum of three references where work of a similar size and scope has been completed within the past 3-4 years.

REFERENCE 1:
Company Name: University of Georgia

Brief Description of Project: 220+ units on maintenance, service and multiple modernizations

Completion Date: Current and On-going

Contact Person: Justin Meeler

Telephone: (706) 542-6674 E-mail: justingm@uga.edu

REFERENCE 2:
Company Name: Athens-Clarke County Government and Facilities

Brief Description of Project: 24 units on maintenance, service and major repairs

Completion Date: Current and On-going

Contact Person: Toddy Zarei

Telephone: (706) 988-0059 E-mail: toddy.zarei@accgov.com

REFERENCE 3:
Company Name: Georgia State University

Brief Description of Project: 200+ units on maintenance , service and multiple modernizations

Completion Date: Current and On-going

Contact Person: Brian Hyden

Telephone: (678) 643-7274 E-mail: bhyden@gsu.edu

COMPLETED BY:
Company Name: Premier Elevator

Contact Person: _____ David Allen
(Signature) (Printed Name)

References

STATE OF GEORGIA
CITY OF GRIFFIN

TAX COMPLIANCE FORM*

*Must be completed for all bids with an aggregate total of more than $99,000.00.

INSTRUCTIONS TO SUPPLIERS

Please complete the following information:

- Supplier's Name: Premier Elevator
- Physical Location Address: 230 Andrew Drive
  Stockbridge, GA 30281
- Federal Identification Number (FEI): 58-1999344
- Have you ever been registered in the State of Georgia? Yes
- If so, please provide the following information, if applicable:
  - State Taxpayer Identification Number (STI): _____
  - Sales and Use Tax Number: _____
  - Withholding Tax Number: _____
- What type of service will you perform? Modernization and warranty maintenance
- Will you sell any tangible personal property or goods? No
- Supplier's Affiliate's Name: N/A
  - FEI: _____
  - STI: _____
  - Sales and Use Tax Number: _____
  - Withholding Tax Number: _____

  If there is more than one affiliate, please attach a separate sheet listing the information above.
- Person responsible for handling supplier's tax issues (such as the CFO, the company tax officer, etc.):
  - Name: Robert Heald
  - Telephone Number: (813) 344-0301
  - E-mail Address: robert.heald@efsteam.com

NOTICE TO SUPPLIER:

In the event the supplier is considered for contract award, the information provided on this form will be submitted to the Georgia Department of Revenue ("DOR") for a determination as to whether the supplier is a "prohibited source" (as defined by O.C.G.A. §50-5-82) or whether there are any other outstanding tax issues. MISSING, INCOMPLETE, OR ERRONEOUS DATA MAY DELAY OR PROHIBIT VERIFICATION OF YOUR ELIGIBILITY FOR CONTRACT AWARD. NO PROHIBITED SOURCE MAY RECEIVE CONTRACT AWARD; THEREFORE, YOU ARE STRONGLY ENCOURAGED TO CHECK YOUR TAX STATUS NOW AND RESOLVE ANY OUTSTANDING TAX LIABILITIES AND/OR MISSING TAX RETURNS.

Form **W-9**
(Rev. October 2018)
Department of the Treasury
Internal Revenue Service

Request for Taxpayer Identification Number and Certification

▶ **Go to *www.irs.gov/FormW9* for instructions and the latest information.**

Give Form to the requester. Do not send to the IRS.

Print or type. See Specific Instructions on page 3.

1 Name (as shown on your income tax return). Name is required on this line; do not leave this line blank.
Premier Elevator Company

2 Business name/disregarded entity name, if different from above
Oracle Elevator, Premier Elevator Services, National Elevator

3 Check appropriate box for federal tax classification of the person whose name is entered on line 1. Check only **one** of the following seven boxes.

☐ Individual/sole proprietor or single-member LLC ☑ C Corporation ☐ S Corporation ☐ Partnership ☐ Trust/estate

☐ Limited liability company. Enter the tax classification (C=C corporation, S=S corporation, P=Partnership) ▶ _____

Note: Check the appropriate box in the line above for the tax classification of the single-member owner. Do not check LLC if the LLC is classified as a single-member LLC that is disregarded from the owner unless the owner of the LLC is another LLC that is **not** disregarded from the owner for U.S. federal tax purposes. Otherwise, a single-member LLC that is disregarded from the owner should check the appropriate box for the tax classification of its owner.

☐ Other (see instructions) ▶

4 Exemptions (codes apply only to certain entities, not individuals; see instructions on page 3):

Exempt payee code (if any) _____

Exemption from FATCA reporting code (if any) _____

(Applies to accounts maintained outside the U.S.)

5 Address (number, street, and apt. or suite no.) See instructions.
Dept 9901 PO Box 850001

Requester's name and address (optional)

6 City, state, and ZIP code
Orlando, FL 32885-9901

7 List account number(s) here (optional)

Part I Taxpayer Identification Number (TIN)

Enter your TIN in the appropriate box. The TIN provided must match the name given on line 1 to avoid backup withholding. For individuals, this is generally your social security number (SSN). However, for a resident alien, sole proprietor, or disregarded entity, see the instructions for Part I, later. For other entities, it is your employer identification number (EIN). If you do not have a number, see *How to get a TIN*, later.

Note: If the account is in more than one name, see the instructions for line 1. Also see *What Name and Number To Give the Requester* for guidelines on whose number to enter.

Social security number
[ ][ ][ ] – [ ][ ] – [ ][ ][ ][ ]

or

Employer identification number
5 8 – 1 9 9 9 3 4 4

Part II Certification

Under penalties of perjury, I certify that:

1. The number shown on this form is my correct taxpayer identification number (or I am waiting for a number to be issued to me); and
2. I am not subject to backup withholding because: (a) I am exempt from backup withholding, or (b) I have not been notified by the Internal Revenue Service (IRS) that I am subject to backup withholding as a result of a failure to report all interest or dividends, or (c) the IRS has notified me that I am no longer subject to backup withholding; and
3. I am a U.S. citizen or other U.S. person (defined below); and
4. The FATCA code(s) entered on this form (if any) indicating that I am exempt from FATCA reporting is correct.

Certification instructions. You must cross out item 2 above if you have been notified by the IRS that you are currently subject to backup withholding because you have failed to report all interest and dividends on your tax return. For real estate transactions, item 2 does not apply. For mortgage interest paid, acquisition or abandonment of secured property, cancellation of debt, contributions to an individual retirement arrangement (IRA), and generally, payments other than interest and dividends, you are not required to sign the certification, but you must provide your correct TIN. See the instructions for Part II, later.

Sign Here Signature of U.S. person ▶ Candace Reuss Date ▶ 3/24/2022

General Instructions

Section references are to the Internal Revenue Code unless otherwise noted.

Future developments. For the latest information about developments related to Form W-9 and its instructions, such as legislation enacted after they were published, go to *www.irs.gov/FormW9*.

Purpose of Form

An individual or entity (Form W-9 requester) who is required to file an information return with the IRS must obtain your correct taxpayer identification number (TIN) which may be your social security number (SSN), individual taxpayer identification number (ITIN), adoption taxpayer identification number (ATIN), or employer identification number (EIN), to report on an information return the amount paid to you, or other amount reportable on an information return. Examples of information returns include, but are not limited to, the following.

- Form 1099-INT (interest earned or paid)
- Form 1099-DIV (dividends, including those from stocks or mutual funds)
- Form 1099-MISC (various types of income, prizes, awards, or gross proceeds)
- Form 1099-B (stock or mutual fund sales and certain other transactions by brokers)
- Form 1099-S (proceeds from real estate transactions)
- Form 1099-K (merchant card and third party network transactions)
- Form 1098 (home mortgage interest), 1098-E (student loan interest), 1098-T (tuition)
- Form 1099-C (canceled debt)
- Form 1099-A (acquisition or abandonment of secured property)

Use Form W-9 only if you are a U.S. person (including a resident alien), to provide your correct TIN.

If you do not return Form W-9 to the requester with a TIN, you might be subject to backup withholding. See What is backup withholding, *later.*

STATE OF GEORGIA
CITY OF GRIFFIN

SUPPLIER (*E-VERIFY*) AFFIDAVIT AND AGREEMENT

Please initial the appropriate statement for your current and future business relations with the City of Griffin, sign and have notarized if applicable (one must be initialed):

A) ____ My company provides products only for the City (no physical labor or services).

B) ____ I am a sole proprietor and have no employees.

C) ____ My company is providing labor or services on a one-time basis that amounts to under $2,500.00.

D) X My company provides labor or services to the City and I have supplied the EV number below (notarization below is required).

Candace M. Reeves	Candace M. Reeves	1/24/2023
BY: Authorized Officer or Agent	*Printed Name*	*Date*
Premier Elevator Company	Regional Operations Administrative Manager	
Company / Contractor Name	*Title of Authorized Officer or Agent of Contractor*	

While the City requests a signed affidavit from every supplier, only those that provide labor or services that could amount to $2,500 or more to the City (item D above) MUST supply the actual E-Verify number issued by Homeland Security and have this affidavit notarized.

****

NOTARIZATION REQUIRED FOR E-VERIFY NUMBER SUBMISSIONS:

COMES NOW before me, the undersigned officer duly authorized to administer oaths, the undersigned contractor, who, after being duly sworn, states as follows:

By executing this affidavit, the undersigned contractor verifies its compliance with O.C.G.A. § 13-10-91 and Georgia Department of Labor Rule 300-10-1-.02, stating affirmatively that the individual, firm, or corporation which is contracting with the City has registered with and is participating in a federal work authorization program in accordance with the applicability provisions and deadlines established in O.C.G.A. § 13-10-91 and Georgia Department of Labor Rule 300-10-1-.02. Furthermore, the undersigned contractor will continue to use the federal work authorization program throughout the contract period.

The undersigned contractor further agrees that, should it employ or contract with any subcontractor(s) in connection with the physical performance of services pursuant to the contract with the City of Griffin, Georgia, of which this affidavit is a part, the undersigned contractor will secure from such subcontractor(s) similar verification of compliance with O.C.G.A. § 13-10-91 and Georgia Department of Labor Rule 300-10-1-.02 through the subcontractor's execution of the subcontractor affidavit required by Georgia Department of Labor Rule 300-10-1-.08 or a substantially similar subcontractor affidavit. The undersigned contractor further agrees to maintain records of such compliance and provide a copy of each such verification to the City at the time the subcontractor(s) is retained to perform such service.

1491001 as of 1/15/2020

EEV / (*E-Verify # issued by Homeland Security IF checked above*)

Sworn to and subscribed before me

This 24 day of January, 2023

Notary Public _____

My commission expires: _____

JAMIE CONKLIN
Notary Public, Georgia
Lamar County
My Commission Expires
June 24, 2023

* Any of the electronic verification of work authorization programs operated by the United States Department of Homeland Security or any equivalent federal work authorization program operated by the United States Department of Homeland Security to verify information of newly hired employees, pursuant to the Immigration Reform and Control Act of 1986 (IRCA), P.L. 99-603. As of the effective date of O.C.G.A. § 13-10-91, the applicable federal work authorization program is the "EEV / Basic Pilot Program" operated by the U.S. Citizenship and Immigration Services Bureau of the U.S. Department of Homeland Security, in conjunction with the Social Security Administration (SSA).

1.3.2 DETAILED SCOPE OF WORK

PREMIER ELEVATOR

ELEVATOR MODERNIZATION AGREEMENT

Traction Freight Elevator Modernization

Purchaser: **City of Griffin**
PO Box T
Griffin GA 30224

Location: City Hall- One Griffin Center .
Traction Elevator #2 and #3
100 S Hill St
Griffin GA 30223

By: Premier Elevator Holdco, Inc. ("Premier Elevator")
230 Andrew Drive
Stockbridge GA 30281
Office Phone: 770-389-4951
Fax: 770-389-1586
Cell 704-936-9719
Email: dallen@Premierelevator.com
Internet: www.Premierelevator.com

Date: 01/26/2023

Estimate: O-060714

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PART 1 – GENERAL

This proposal covers the complete modernization of the elevator located at CITY OF GRIFFIN/ CITY HALL. All work will be performed in a workmanlike manner and will include all work and material as specified herein. In all cases where a device or part of equipment is herein referred to in the singular number, it is intended that such reference will apply to as many such devices as are required to complete the installation.

1.01 All work will be performed in accordance with the most applicable edition of the National Safety Code for Elevators, Dumbwaiters, Escalators, and Moving Walks (ASME A17.1), ANSI A117.1 Barrier Free Code as pertaining to Passenger Elevators, the Americans with Disabilities Act (ADA), the National Electrical Code, and/or such State and Local elevator codes as may be applicable.

1.02 Drawings. Premier Elevator will prepare drawings and/or cut sheets at company's sole discretion, showing the general arrangement of the elevator equipment.

1.03 Permits, taxes and licenses. All applicable permit, taxes, and licensing fees are included in this proposal. (Permits and fees for road closures are not included in this proposal)

1.04 Maintenance service. The existing maintenance contract will stay in effect.

1.05 Wiring diagrams. Two (2) complete sets of "made final" wiring diagrams including input and output signals will be furnished to the Purchaser.

1.07 Keys. Two (2) keys for each key switch specified will be furnished to the Purchaser.

PART 2 – EQUIPMENT AND SUMMARY OF WORK

QUANTITY	2	MOTION CONTROL	Traction (NEW)
CAPACITY	EXISTING	POWER SUPPLY	Retain
SPEED	350 fpm	LOGIC CONTROL	New
STOPS	5 floors	CAR ENCLOSURE	Refurbish
OPENINGS	5 openings	SIGNAL FIXTURES	New
CAR SIZE, PLATFORM	Existing	DOORS	New (4th floor), refurbish remainder
CLEAR INSIDE	Existing		
TRAVEL	53' 3"	ENTRANCES	Retain
WIRING	New	DOOR OPERATION	New
		MOTOR/MACHINE	New

PART 3 - MODERNIZATION EQUIPMENT FEATURES

3.01 CAR

The existing car frame assembly will be retained. The roller guides will be new. Each wheel arm is individually spring mounted, allowing for the guide to provide the smoothest ride possible. The roller wheels are manufactured with a durable polyurethane composition.

CAR ENCLOSURE
The existing cab enclosure will be modified as follows: Furnish new cab panels, LED lit ceiling and flooring. Furnish new 3d door edges. (if selected)

3.02 CAR SIGNAL FIXTURES
The existing car operating panel will be replaced with new. The panel will be constructed to meet ADA-AG requirements and ANSI A-17 A-2010 code.

3.03 CONTROL & DRIVE SYSTEMS
The existing controller will be replaced with a state-of-the-art microprocessor-based control system. The system will be field programmable and will meet all requirements as outlined the ANSI-A17 2010 code for elevators and escalators as well as all state and local codes.

3.04 DOORS & ENTRANCES
The existing door operator will be modified with a new state-of-the-art freight door operator. The hoistway elevator door frames will remain. New hoistway and car side door equipment will be installed. Option to replace all doors if needed

3.05 HALL SIGNAL FIXTURES
Furnish and install new hall fixtures at all landings. The new hall position indicators will be installed within the fixture using a 1" display indicating which floor the elevator is located. New EUD boxes at every floor and new pull door straps.

3.06 MACHINES & MOTORS
The DC traction motor it will be replaced with new A/C motor will be equipped. New machine and roping/shackles. New governor and rope gripper safeties will be installed.

3.07 PIT EQUIPMENT.
The existing pit equipment will be retained and refurbished.

3.08 WIRING
All control wiring where required will be replaced to meet all NEC code requirements, including wiring located on car top and hoistway.

3.09 MISCELLANEOUS WORK
All code required work will be completed under this agreement. This will be a turnkey installation

PART 4 – INSTALLATION SEQUENCE AND SCHEDULE

4.01 WORK HOURS
All work will be performed during regular working hours of regular working days as is customary in the elevator industry (8:00am – 4:30pm) EST

4.02 OUT OF SERVICE
One elevator at a time will be out of service in the performance of the work as specified.

4.03 SCHEDULE

Prior to commencing work, a work schedule will be submitted to the Purchaser. Work will not commence until the schedule has been mutually agreed, in writing, to by both Parties. At the time this proposal was drafted, the following lead time and schedules are considered upon contract execution:

Phase	Time Period
Phase 1 – Engineering & Drawings:	4 Weeks
Phase 2 – Material Arrival:	18 Weeks
Phase 3 – Substantial Completion of each Car:	7 Weeks/car
Phase 4 – Final Inspection & Adjusting	1 Week

PART 5 – TESTS

5.01 EMERGENCY FIRE SERVICE
Perform Phase I and Phase II Fire Service tests to conform to applicable codes.

5.02 REQUIRED TESTS
All required tests are to be performed during the regular working hours of the elevator trade. Should the Purchaser require these tests to be performed outside the regular working hours, there will be an added cost to the quoted contract amount.

5.03 TEST REPORTS
Completed copies of test reports will be provided to the Purchaser

PART 6 - CLEAN UP, INSPECTION, & REMOBILIZATION

6.01 CLEAN UP
Premier Elevator will remove all debris resulting from work on this contract. In addition, we will remove from the project site all equipment and unused or removed materials and restore building and premises to a neat, clean appearance.

6.02 INSPECTION
All materials and workmanship will be subject to inspection or testing. The Purchaser will have the right to reject defective or inferior material or workmanship installed under this contract and may require the correction of such without additional cost to the Purchaser.

6.03 REMOBILIZATION
The performance of the work hereunder is conditioned on your performing of the preparatory work and supplying the necessary data specified on the front of this proposal or in the attached specification, if any. Should we be required to make an unscheduled return to your site to begin or complete the work due to your request, acts or omissions, then such return visits shall be subject to additional charges at our current labor rates.

PART 7 – WORK NOT INCLUDED

This proposal does not include the following work and is conditioned on the proper performance of such work by the Owner.

A legal hoistway, properly framed and enclosed, and including a pit of proper depth provided with ladder, sump pump, lights, access doors and waterproofing, as required and dewatering of pit(s) when necessary. Legal machine room(s), adequate for the elevator equipment, including floors, trap doors, gratings, foundations, lighting, ventilation and heat to maintain the room at an ambient temperature of 50 degrees Fahrenheit, minimum 90 degrees Fahrenheit maximum, non-condensing. Adequate supports and foundations to carry the loads of all equipment, including support for guide rail brackets. Adequate bracing of entrance frames to prevent distortion during wall construction. When required, divider beams at suitable points shall be provided for guide rail bracket support.

It is agreed that in the event asbestos material is knowingly or unknowingly removed or disturbed in any manner at the jobsite, you will monitor our work place and prior to and during our manning of the job, you will certify that asbestos in the environment does not exceed .01 fibers per cc as tested by NIOSH 7400. In the event our employees or those of our subcontractors are exposed to an asbestos hazard, PCP's or other hazardous substances, you agree to indemnify, defend, and hold us harmless from all damages, claims, suits, expenses, and payments resulting from such exposure. Removal and disposal of asbestos containing material is the responsibility of the contractor.

All sill supports, including steel angles where required, and sill recesses (if sill angles not supplied by Elevator Contractor) and the grouting of door sills. Provide O.S.H.A. compliant removable temporary enclosures or other protection (barricades and kickboards) from open hoistways during the time the elevator is being installed (protection must allow clearance for installation of entrance frames). Proper trenching and backfilling for any underground piping and/or conduit, Cutting and patching of walls, floors, etc., and removal of such obstructions as may be necessary for proper installation of the elevator. Setting anchors and sleeves. Pockets or blockouts for signal fixtures. Structural steel door frames with extensions to beam above if required on hoistway sides and sills for freight elevators, including finish painting of these items.

Suitable connections from the power main to each controller and signal equipment feeders as required, including necessary circuit breakers and fused mainline disconnect switches per N.E.C. Wiring to controller for car lighting. (Per N.E.C. Articles 620-22 and 620-51). Electric power without charge, for construction, testing and adjusting of the same characteristics as the permanent supply. A means to automatically disconnect the main line and the emergency power supply to the elevator prior to the application of water in the elevator machine room will be furnished by the electrical contractor. This means shall not be self-resetting. Wiring and conduit from life safety panel or any other monitor station to elevator machine room or suitable connection point in hoistway.

The contractor will provide a temporary 220 VAC - 30 amps single phase terminal with disconnect for each traction elevator in the machine room(s) and within 50 feet of the machine room(s) for hydraulic elevators at the start of the job for temporary operation of work platform.

Heat and smoke sensing devices at elevator lobbies on each floor, machine room, and hoistways (where applicable), with normally open dry contacts terminating at a properly marked terminal in the elevator controller. Telephone connection to elevator controller (must be a dedicated line and monitored 24 hours. Instrument in cab by others. One additional telephone line per group of elevators for diagnostic capability wired to designated controller.

Emergency power supply with automatic time delay transfer switch and auxiliary contacts with wiring to the designated elevator controller. Electrical cross connection(s) between elevator machine rooms for emergency power purposes is/are to be provided by others. Any governmentally required safety provisions not directly involved for elevator installation. All painting, except as otherwise specified. Temporary elevator service prior to completion and acceptance of complete installation. Furnishing, installing and maintaining the required fire rating of elevator hoistway walls, including the penetration of fire wall by elevator fixture boxes, is not the responsibility of the elevator contractor. Flooring and/or installation of flooring by others.

The Owner is to provide a bonded ground wire, properly sized, from the elevator controller(s) to the primary building ground.

Remote wiring to outside alarm bell as requested by the Safety Code for Elevators and Escalators (ASME 17.1) (where applicable).

Costs for additional inspections of the elevator equipment by code authorities after the initial one fails due to items that are the responsibility of the contractor, or for assisting others inspecting equipment installed by others.

The Owner agrees to provide a dry and secure area adjacent to the hoistway(s) at ground level for storage of the elevator equipment at the time of delivery. Adequate ingress and egress to this area will also be provided. Any relocation of the equipment as directed by the contractor after its initial delivery will be at contractor's expense.

The Owner agrees to provide at no cost a crane to hoist elevator equipment as needed.

Composite clean-up crews will not be provided. We will be responsible for our own housekeeping.

All existing equipment removed by company shall become the exclusive property of company.

PART 8 – SPECIAL CONDITIONS

1. Our performance of this contract is contingent upon your furnishing us with any necessary permission or priority required under the terms and conditions of government regulations affecting the acceptance of this order or the manufacture, delivery or installation of the equipment.

2. It is agreed that our workmen shall be given a safe place in which to work and we reserve the right to discontinue our work in the building whenever, in our opinion, this provisions is being violated. In the event our employees or those of our subcontractors are exposed to an asbestos hazard, PCB's or other hazardous substances, caused by individuals other than our employees, or those of our subcontractors, you agree to indemnify, defend, and hold us harmless from all damages, claims, suits, expenses and payments resulting from such exposure.

3. Unless otherwise agreed, it is understood that the work will be performed during regular working hours of the trades involved. If overtime is mutually agreed upon, an additional charge at our usual rates for such work shall be added to the contract price.

4. A dry and protected area, conveniently located to the elevator hoistway, will be assigned to us without cost, for storage of our material and tools. You agree that if you are not ready to accept delivery of the equipment when we notify you it is ready, you will immediately make the payments due for the equipment and designate some local point where you will accept delivery unless you designate such point of delivery within two weeks. We are authorized to warehouse the equipment within or without our factory at your risk. You shall reimburse us for all costs due to extra handling and warehousing.

5. Certificates of Workmen's Compensation, Bodily Injury and Property Damage Liability Insurance coverage will be furnished upon request.

6. We shall not be liable for any loss, damage or delay caused by acts of Government, strikes, lockout, fire, explosion, theft, floods, riot, civil commotion, war, malicious mischief, or acts of God, or any cause beyond our reasonable control, and in no event shall we be liable for consequential damages.

7. Should loss of or damage to our material, tools or work occur at the erection site, you shall compensate us therefore, unless such loss or damage results from our own acts or omissions.

8. If any drawings, illustrations or descriptive matter are furnished with this proposal, they are approximate and are submitted only to show the general style and arrangement of equipment being offered.

9. In the event of any default by you in any payment, or of any other provision of this contract, the unpaid balance of the purchase price, less the cost of completing the work, as estimated by us, shall immediately become due and payable irrespective of the acceptance by us of notes from you or extension of time for payment. In the event an attorney is engaged to enforce and collect payment due, hereunder either with or without suit, Purchaser agrees to pay all costs thereof together with reasonable attorney's fees. Purchaser does hereby waive trial by jury and does hereby consent to the venue of any proceeding or lawsuit under this agreement to be in (Muscogee Co GA) or in any other county of PREMIER ELEVATOR's choice.

The rights of PREMIER ELEVATOR under this agreement shall be cumulative and the failure on the part of the company to exercise any rights given thereunder shall not operate to forfeit or waive any of said rights and any extension, indulgence or change by PREMIER ELEVATOR in the method, mode or manner of payment or any of its other rights shall not be construed as a waiver of any of its rights under this agreement.

Purchaser's acceptance of this agreement and its approval by an executive officer of PREMIER ELEVATOR will constitute exclusively and entirely the agreement for the service herein described. All other prior representations or agreements, whether written or verbal, will be deemed to be merged herein, and no other changes in or additions to this agreement will be recognized unless made in writing and properly executed by both parties. Should your acceptance be in the form of a purchase order or similar document, the provisions, terms and conditions of this agreement will govern in the event of a conflict, this proposal and contract is hereby accepted.

PART 9 – TERMS & CONDITIONS

All work shall be performed in accordance with the latest revised edition (as of the date of this proposal) of the United States of America Standard Safety Code for Elevators, Escalators, and Dumbwaiters, the National

Electrical Code, and/or such State and Local Codes as may be applicable, as well as Company's Work-Not-Included form. Subsequent to the date of this proposal, should changes be made in any code, or should rulings by any code enforcing authorities extend the application of the code, the work and materials necessary to make the installation comply with such changes shall be performed as an addition to the contract price.

PERMITS, TAXES AND LICENSES: All applicable sales and use taxes, permit fees and licenses imposed upon us as an Elevator Contractor as of the date of this proposal is included in the contract price. The Purchaser agrees to pay, as an addition to the contract price, the amount of any additional taxes, fees or other charges exacted from the Purchaser or the Company on account thereof, by any law enacted after the date of this proposal.

TEMPORARY SERVICE: Should the service of any elevator be required before completion and final acceptance, the Purchaser agrees to sign our Construction Use form, Warranty Extension and/or Service Agreement and be bound by the terms and conditions thereof. A copy of this form will be furnished on request.

ACCEPTANCE OF INSTALLATION: Upon notice from us that the installation of the elevator has been completed, the Purchaser will arrange to have present at the installation site, a person duly authorized to make the final inspection and to provide a written acceptance. The date and time that such person will be present at the site shall be as mutually agreed, but shall not be more than ten business days after the date of our notice to you, unless we both agree to a certain date thereafter. Such final inspection and certificate of acceptance shall not be unreasonably delayed or withheld.

WARRANTY: We warrant the equipment installed by us under this contract against defects in materials and workmanship for a period of one year from the date each elevator is completed and placed in operation. This warranty is in lieu of any other liability for defects. We make no warranty of merchantability and no warranties which extend beyond the description in this contract, nor are there any other warranties, expressed or implied, by operation of law or otherwise. Like any piece of fine machinery, this equipment should be periodically inspected, lubricated, and adjusted by competent personnel. This warranty is not intended to supplant normal maintenance service and shall not be construed to mean that we will provide free service for periodic examination, lubrication, or adjustment due to normal use beyond that included in the contract, nor will we correct, without a charge, breakage, maladjustments, or other trouble arising from abuse, misuse, improper or inadequate maintenance, or any other causes beyond our control. In the event of a claim, you must give us prompt written notice, and provided all payments due under the terms of this contract have been made in full, we shall, at our own expense, correct any proven defect by repair or replacement. We will not, under this warranty, reimburse you for cost of work done by others, nor shall we be responsible for the performance of equipment to which any revisions or alterations have been made by others.

If there is more than one (1) unit in this contract, this section shall apply separately to each unit as completed and placed in operation.

TITLE AND OWNERSHIP: We retain title to all equipment supplied by us under this contract, and a security interest therein, (which, it is agreed, can be removed without material injury to the real property) until all payments under the terms of this contract, including deferred payments and any extensions thereof, shall have been made in the event of any default by you in any payment, or under any other provision of this contract, we may take immediate possession of the equipment and enter upon the premises where it is located (without legal process) and remove such equipment or portions thereof irrespective of the manner of its attachment to the real estate or the sale, mortgage, or lease of the real estate Pursuant to the Uniform Commercial Code, at our request, you agree to join with us in executing any financial or continuation statements which may be appropriate for us to file in public offices in order to perfect our security interest in such equipment.

Premier Elevator Service Company complies with provisions of Executive Orders 11246, 11375, 11758, Section 503 of the Rehabilitation Act of 1993, Vietnam Era Veteran's Readjustment Act of 1974, 38 U.S.C. 4212 and 41 CFR Chapter 60. Premier Elevator Service Company support Equal Employment Opportunity and Affirmative Actions Compliance programs.

We reserve the right to discontinue our work at any time until payments have been made as agreed, and we have assurance satisfactory to us that the subsequent payments will be made as they become due. Any payments not paid when due shall bear interest at legal rate in force at the place of the project.

If after the work has been substantially completed, full completion is materially delayed through no fault of ours, you shall make such additional payments as may be required to leave outstanding only an amount equal to the value as estimated by us, based on the contract price, of the uncompleted portion.

Purchaser expressly releases, discharges and acquits PREMIER ELEVATOR expressly agrees to remain liable for any and all claims for loss, damage, detention, death or injury, of any nature whatsoever, to any person, use, operation, installation or condition of the elevator(s) which are subject to this contract, or the associated areas, regardless of whether such actions arise from the use, operation, installation or condition of the elevator(s), machine room(s), hatchways(s), or any of their component parts. Claims expressly covered by this agreement include those made by the purchaser, its successors, heirs, assigns, agents, and employees as well as those made by any other person or entity whatsoever claiming against PREMIER ELEVATOR. The types of claims expressly covered by this agreement include but are not limited to any loss, damage, injury, death, delay, or detention to persons, entities, or property caused by obsolescence, misuse of equipment, design of equipment, installation of equipment and the associated areas surrounding such equipment regardless of whether such claims arise out of the negligent acts or omissions of PREMIER ELEVATOR, ITS OFFICERS, AGENTS OR EMPLOYEES OR ANY OTHER CAUSE WHATSOEVER.

One percent of the purchase price represents specific consideration for which the Purchaser expressly agrees to the above and further agrees to indemnify, defend and save harmless PREMIER ELEVATOR from and against any and all liability, costs, expenses, judgment awards, interest, attorneys' fees or any other damages which may be sustained by or imposed by law on PREMIER ELEVATOR as a result of any and all such claims or actions against PREMIER ELEVATOR, including but not limited to the claims or actions discussed above regardless of whether such claims arise out of the joint, or sole negligent acts or omissions of PREMIER ELEVATOR, its officers, agents or employees or nay other cause whatsoever.

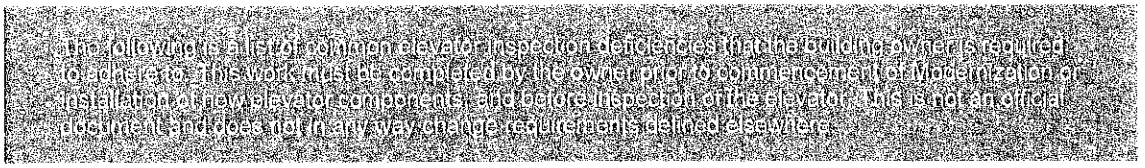
Purchaser expressly agrees to name PREMIER ELEVATOR as an additional insured under their general liability and excess (umbrella) insurance policies for the claims set out above.

THIS SECTION INTENTIONALLY LEFT BLANK

For questions about billing please contact:

Premier Elevator Company
Accounts Payable

MODERNIZATION UPGRADES/GUIDELINES CHECKLIST (INCLUDED IN BID)



This check list is only intended as a guideline for Owner/Contractors based upon our experience with inspectors and knowledge of applicable code. Local authorities having jurisdiction can make additional requests.

- Provide GFCI duplex outlets in the machine room and pit.
- Provide permanently installed electric lighting in machine room with a lighting intensity of at least 200lx (19 fc) at the floor level.
- Provide separate outlet (GFCI) for sump pump in pit.
- Existing sump pump may not drain into the sewer system. Must have a suitable cover, Dedicated GFCI power supply and a visible outlet to a 55 gallon drum or approved oil separator.
- The pit lighting shall provide an illumination of not less than 100lx (10 fc) at the pit floor.
- Provide a class ABC fire extinguisher; to be located within reach of machine room doorway.
- Remove all foreign pipes, wiring, material, and electrical switches such as hallway lights from machine room, that are not directly related to the elevator. Nothing that invites anyone into the room but licensed elevator personnel is allowed. No alarm panels, security systems, fire panels, light switches, plumbing shut off valves, etc. are allowed in this room.
- Insure that the room rating is secure. Inspector may not allow drop ceilings or other means of "hiding" pipes, wiring, etc.; any holes in machine room walls must be repaired.
- 120 VAC Cab Lights disconnect adjacent to Main Line Disconnect of the opening side of the machine room door.
- Main Line Disconnect shall have a means to be locked in the "off" position and cannot be opened while in the "on" position. Dual element slow blown fuses and rejection clips are required by National Electric Code. Disconnect must have auxiliary contact to disconnect emergency rescue device if such rescue device is being installed. Disconnect will need to be properly grounded.
- Each enclosed elevator lobby must have an automatic means of fire detection regardless of ambient conditions, at all floors. Have your alarm company speak with us before they bid the job.
- Install smoke and heat rise sensors per code. Supervisory panel may not be located in the machine room. Provide dry contact closure from all three zones inside or adjacent to elevator controller.
- Provide proper clear, safe access to the machine room.
- Install dedicated telephone line for Elevator Emergency Telephone Service in the car and provide an on-demand, authorized personnel with information that identifies the building location, elevator number and assistance is required.
- Machine room door must be self-closing, self-locking and fire rated to 1.5 hours.
- Provide HVAC per code requirements.
- Provide light protection in machine room and elevator.

PREMIER ELEVATOR

Professional Staff

Premier Elevator Company was started in 1992 with the goal of becoming a quality company and providing service at an exceptional value. Our #1 goal is the satisfaction of our customers. We provide service on a timely basis utilizing the knowledge and experience of our managers and technicians. The following are resumes for our management and staff that assist and coordinate to meet our goals of customer satisfaction.

Name: Wallace Bertschin
Position: VP of SE Region and OTEC
Years of experience in Elevator Industry: 40 years

Experience: 29 years at Premier Elevator, 3 years at General Elevator, 8 years at Dover Elevator. Wallace is experienced in installation, maintenance and supervision of elevators including gearless, geared, hydraulic, passengers and freight elevators.

Education and Training: Served on the Board of Directors for National Association of Elevator Contractors, Education Committee of National Association of Elevator Contractors, Motion Control Technical Training Seminar (July 2001), Northern Elevator Limited Traction Elevator Controller Training Certificate (January 2000), National Association of Elevator Contractors Elevator Troubleshooting (May 1999), Motion Control Controller Training (June 1998), Clayton State College Associates Degree in Electronics (June 1998), Dover Elevator Systems, Inc. Traflomatic II Certificate (February 1986), Dover Elevator Systems, Inc. Technical Instruction Certificate (June 1985), Certified Elevator Technician – Grandfather Certificate, National Elevator Industry Education "Instructor" Certificate, State of Georgia Maintenance Mechanic Certificate, QEI Certification in 2004, Currently certified under National Association at Elevator Safety Authority, Various other elevator industry training and development courses.

Positions Held: Maintenance Mechanic, Construction Adjuster, Maintenance Adjuster and Maintenance Superintendent, President
Present Commitments: Wallace oversees the modernization projects for Premier Elevator and overall operations.

Name: Hugh Bertschin
Position: SE Consultant
Years Experience in Elevator Industry: 38 years

Experience: 20 years with Premier Elevator, 6 years at Kone Elevator, 12 years at Dover Elevator. Installation maintenance and supervision of elevators including gearless, geared, hydraulic passengers and freight elevators. Current NAEC Board of Directors.Worked on the following projects: Hewlett Packard Building, UPS, Home Depot, SunTrust Office Building, Gallerias, Overlook Towers, Circle 75, 1100 Peachtree, Mayfair Apartments, Pinnacle Tower, Hartsfield International Airport, World Congress Center, Peachtree Center Office Complex, Inforum Trade Center, Marquis Towers 1 & 2, Concourse Complex, and North Park Office Complex.

Education: Georgia State University, Business Curriculum Studies, State of Georgia Maintenance Mechanic Certificate, Trafflomatic II Program, Dover Elevator Quality Management Program, Kone Service Management Program, Prototyped the Kone Usage

Staff Resumes



Based Maintenance Program nationally. Vertical Express Icon Controller class, I2 & I3 Valve class, GAL Galaxy, MCE Ibox. Various other elevator industry training and development courses.

Positions Held: Construction Mechanic, Maintenance Mechanic, Construction Adjuster, Service Supervisor, and Service Manager
Present Commitments: Manages and oversees all maintenance and service technicians, coordinates quality and training to maintenance employees, responsible for maintenance of over one thousand elevators of different manufacturers in the Southeast United States.

Name: Robert Barber
Position: VP Modernization and Construction OTEC
Years Experience in Elevator Industry: 40 years

Experience: 20 years at Premier Elevator, 4 years at Kone Elevator, 4 years at Dover, 4 years at General Elevator, 8 years at Westinghouse Elevator. Installation maintenance and supervision including adjusting for construction, modernization and maintenance repair with all companies. Worked on various types of elevators including gearless, geared, hydraulic passenger and freight elevators. Worked on Hewlett Packard Building, UPS, Home Depot, SunTrust Office Building, Georgia Pacific, Southern Bell, Galleria, Overlook Towers, Circle 75, 1100 Peachtree, Mayfair Apartments, Pinnacle Tower, Hartsfield International Airport, World Congress Center, Peachtree Center Office Complex, Inforum Trade Center, Marquis Towers 1 & 2, Concourse Complex, MARTA, VA Murfreesboro and North Park Office Complex.

Education: Clayton State College, studies in Electronics Technical Instruction Program, State of Georgia Maintenance Mechanic Certificate, Traflomatic III, IV, & DMC Programs, Kone Miprom 21, 1, ST Motion Control Engineering School. Various other elevator industry training and development courses.

Positions Held: Maintenance Mechanic, Construction Adjuster, Maintenance Adjuster and Maintenance Superintendent, Construction Manager.
Present Commitments: Oversees the construction department. Currently is working on various jobs that include commercial and residential construction projects throughout the Southeastern United States. He is also the safety coordinator for the company responsible for training and safety practices for all employees.

Name: Cory Prator
Position: Modernization/Construction Manager
Years of Experience in Elevator Industry: 7 years
Experience: 7 years at Premier Elevator. Primary responsibilities bidding projects, survey awarded project, order material for project and setup deliveries to job site, assist elevator mechanics with any issues throughout duration of project, attending job site meeting. Elevator Modernization & Installation Project Manager at the following facilities; VA Medical Center Decatur, GA, Lockheed Martin Marietta, GA, University of Georgia Athens, GA, Georgia State University Atlanta, GA & Kennesaw State University Kennesaw, GA
Education: Bachelor's Degree – Marketing – Devry University / State of Georgia Mechanic Certificate



Name: Daniel Rhoades
Position: Field Construction/Modernization Foreman
Years of Experience in Elevator Industry: 30 years
Experience: 17 years at Premier Elevator. Dan has worked in numerous TVA Facilities, Hydro-Dam facilities, nuclear plants, and fossil fuel plants. Elevator Modernization & Installation at the following facilities; VA Medical Center Huntington WV, VA Medical Center Salisbury NC, VA Medical Center Murfreesboro TN, VA Medical Center Decatur GA, Martin Luther King Federal Building Atlanta Georgia, Richard B. Russell Federal Building Atlanta GA, Shaw Air Force Base Sumter SC, Fort McPherson Atlanta GA, Lockheed Martin Marietta GA.
Education: State of Georgia Mechanic Certificate, State of Florida Certificate of Competency, and has a current OSHA 30 Hour Training Certificate and is one of the company's safety officers.

Name: Timothy Shoemake
Position: Lead Modernization Technician
Years of Experience in Elevator Industry: 15 years
Experience: 15 years at Premier Elevator. Timothy has experience servicing hydraulic elevator, traction elevators and escalators – Thyssenkrupp Elevator, Otis Elevators, Kone Elevators, Westinghouse, Schindler, GAL, Dover, as well at many other manufactures' equipment. Some of his recent experience has been in University of Georgia, Georgia State University, Westin Hotel, Kennesaw State University, Summit Office Building, as well as many others.

4.03 SCHEDULE

Prior to commencing work, a work schedule will be submitted to the Purchaser. Work will not commence until the schedule has been mutually agreed, in writing, to by both Parties. At the time this proposal was drafted, the following lead time and schedules are considered upon contract execution:

Phase	Time Period
Phase 1 – Engineering & Drawings:	4 Weeks
Phase 2 – Material Arrival:	18 Weeks
Phase 3 – Substantial Completion of each Car:	7 Weeks/car
Phase 4 – Final Inspection & Adjusting	1 Week

PART 5 – TESTS

5.01 EMERGENCY FIRE SERVICE
Perform Phase I and Phase II Fire Service tests to conform to applicable codes.

5.02 REQUIRED TESTS
All required tests are to be performed during the regular working hours of the elevator trade. Should the Purchaser require these tests to be performed outside the regular working hours, there will be an added cost to the quoted contract amount.

5.03 TEST REPORTS
Completed copies of test reports will be provided to the Purchaser

PART 6 - CLEAN UP, INSPECTION, & REMOBILIZATION

6.01 CLEAN UP
Premier Elevator will remove all debris resulting from work on this contract. In addition, we will remove from the project site all equipment and unused or removed materials and restore building and premises to a neat, clean appearance.

6.02 INSPECTION
All materials and workmanship will be subject to inspection or testing. The Purchaser will have the right to reject defective or inferior material or workmanship installed under this contract and may require the correction of such without additional cost to the Purchaser.

6.03 REMOBILIZATION
The performance of the work hereunder is conditioned on your performing of the preparatory work and supplying the necessary data specified on the front of this proposal or in the attached specification, if any. Should we be required to make an unscheduled return to your site to begin or complete the work due to your request, acts or omissions, then such return visits shall be subject to additional charges at our current labor rates.

PART 7 – WORK NOT INCLUDED

This proposal does not include the following work and is conditioned on the proper performance of such work by the Owner.

A legal hoistway, properly framed and enclosed, and including a pit of proper depth provided with ladder, sump pump, lights, access doors and waterproofing, as required and dewatering of pit(s) when necessary. Legal machine room(s), adequate for the elevator equipment, including floors, trap doors, gratings, foundations, lighting, ventilation and heat to maintain the room at an ambient temperature of 50 degrees Fahrenheit, minimum 90 degrees Fahrenheit maximum, non-condensing. Adequate supports and foundations to carry the loads of all equipment, including support for guide rail brackets. Adequate bracing of entrance frames to prevent distortion during wall construction. When required, divider beams at suitable points shall be provided for guide rail bracket support.

SECTION 1.4.H.4: PRICE AND PAYMENT SCHEDULE SHEET

BASE PRICE: $569,370, turnkey project, 12 month warranty with maintenance

Two year extended service and preventative maintenance add $14,400.00

Alt 1. for new doors at all landings and repainting the frames with new door markings and braille: $49,740.00

ALL IN FOR THREE YEARS $633,140.00

*****NEED ASSISTANCE WITH THE VIDEO AND INTERNET HOOK UP TO YOUR IT CLOSET. BUILDING OWNER TO BRING LINE TO THE MACHINE ROOM*****

PAYMENT SCHEDULE- 35% at acceptance, 25% at material approval and ordering, 40% at completions

FOR PREMIER ELEVATOR CO:

_____
(Signature of Premier Representative)

_____
(Printed or Typed Name)

_____
(Title)

_____
(Date)

FOR PURCHASER:

_____
(Signature of Authorized Representative)

_____
(Printed or Typed Name)

_____
(Title)

_____
(Date)

PREMIER ELEVATOR COMPANY APPROVAL

By: _____
(Signature)

Title: _____

Date: _____

BILLING INFORMATION

PREMIER ELEVATOR

Current Project List

Emory HSRB II Install
Hilton Atlanta Northeast
Kennesaw State University - Priliman
Kennesaw State University Student Ctr
Georgia State University 120 Courtland
U-Haul Jasper
Emory University Woodruff

230 Andrew Drive, Stockbridge, GA 30281 • P (770) 389-4951
PREMIERELEVATOR.COM

PREMIER ELEVATOR

City of Griffin
ITB 23-009

Elevator Modernization Clarifications/Exceptions

Quotation Form

- Scheduled start date is tentative. Dependent upon date of contract award and resource availability.
- Add after total price "Please note that retainage will be due upon completion of the elevator related work listed in the specifications and not contingent upon any work outside our contract."

Insurance and Bond Requirements

- Premier will use its standard insurance coverages specified in the attached sample COI for review.

- If payment and performance bonds are required, the cost for the bonds will be additional to the contract amount to be paid by owner.

CERTIFICATE OF LIABILITY INSURANCE

1/1/2023

DATE (MM/DD/YYYY): 6/29/2022

THIS CERTIFICATE IS ISSUED AS A MATTER OF INFORMATION ONLY AND CONFERS NO RIGHTS UPON THE CERTIFICATE HOLDER. THIS CERTIFICATE DOES NOT AFFIRMATIVELY OR NEGATIVELY AMEND, EXTEND OR ALTER THE COVERAGE AFFORDED BY THE POLICIES BELOW. THIS CERTIFICATE OF INSURANCE DOES NOT CONSTITUTE A CONTRACT BETWEEN THE ISSUING INSURER(S), AUTHORIZED REPRESENTATIVE OR PRODUCER, AND THE CERTIFICATE HOLDER.

IMPORTANT: If the certificate holder is an ADDITIONAL INSURED, the policy(ies) must have ADDITIONAL INSURED provisions or be endorsed. If SUBROGATION IS WAIVED, subject to the terms and conditions of the policy, certain policies may require an endorsement. A statement on this certificate does not confer rights to the certificate holder in lieu of such endorsement(s).

PRODUCER Lockton Insurance Brokers,LLC CA License #0F15767 777 S. Figueroa Street, 52nd fl. Los Angeles CA 90017 213-689-0065	**CONTACT NAME:** **PHONE (A/C, No, Ext):** **FAX (A/C, No):** **E-MAIL ADDRESS:**
INSURED 1429777 Oracle Elevator Holdco, Inc. and its subsidiaries Premier Elevator Company, Inc. Premier Elevator Services, LLC. 8800 Grand Oak Cir., Ste. 550 Tampa FL 33637	**INSURER(S) AFFORDING COVERAGE** — **NAIC #** **INSURER A :** Everest Premier Insurance Company — 16045 **INSURER B :** Everest National Insurance Company — 10120 **INSURER C :** Continental Casualty Company — 20443 **INSURER D :** Everest Indemnity Insurance Company — 10851 **INSURER E :** **INSURER F :**

COVERAGES ORAEL01 **CERTIFICATE NUMBER:** 14749661 **REVISION NUMBER:** XXXXXXX

THIS IS TO CERTIFY THAT THE POLICIES OF INSURANCE LISTED BELOW HAVE BEEN ISSUED TO THE INSURED NAMED ABOVE FOR THE POLICY PERIOD INDICATED. NOTWITHSTANDING ANY REQUIREMENT, TERM OR CONDITION OF ANY CONTRACT OR OTHER DOCUMENT WITH RESPECT TO WHICH THIS CERTIFICATE MAY BE ISSUED OR MAY PERTAIN, THE INSURANCE AFFORDED BY THE POLICIES DESCRIBED HEREIN IS SUBJECT TO ALL THE TERMS, EXCLUSIONS AND CONDITIONS OF SUCH POLICIES. LIMITS SHOWN MAY HAVE BEEN REDUCED BY PAID CLAIMS.

INSR LTR	TYPE OF INSURANCE	ADDL INSD	SUBR WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS	
A	X COMMERCIAL GENERAL LIABILITY [ ] CLAIMS-MADE [X] OCCUR X Proj Gen Agg $10M X SIR: $100,000 GEN'L AGGREGATE LIMIT APPLIES PER: [ ] POLICY [X] PRO-JECT [ ] LOC [ ] OTHER:	N	N	CF1GL00190-221	7/1/2022	7/1/2023	EACH OCCURRENCE DAMAGE TO RENTED PREMISES (Ea occurrence) MED EXP (Any one person) PERSONAL & ADV INJURY GENERAL AGGREGATE PRODUCTS - COMP/OP AGG $	$ 1,000,000 $ 300,000 $ 0 $ 1,000,000 $ 3,000,000 $ 3,000,000 $
B	AUTOMOBILE LIABILITY X ANY AUTO [ ] OWNED AUTOS ONLY [ ] SCHEDULED AUTOS [ ] HIRED AUTOS ONLY [ ] NON-OWNED AUTOS ONLY X $25k ded.	N	N	CF1CA00380-221	7/1/2022	7/1/2023	COMBINED SINGLE LIMIT (Ea accident) BODILY INJURY (Per person) BODILY INJURY (Per accident) PROPERTY DAMAGE (Per accident) Comp./Coll Ded.	$ 1,000,000 $ XXXXXXX $ XXXXXXX $ XXXXXXX $ 2,000
D	[ ] UMBRELLA LIAB [X] OCCUR X EXCESS LIAB [ ] CLAIMS-MADE [ ] DED [ ] RETENTION $	N	N	XC1EX00124-221	7/1/2022	7/1/2023	EACH OCCURRENCE AGGREGATE $	$ 10,000,000 $ 10,000,000 $ XXXXXXX
C	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH) Y/N [N] N/A If yes, describe under DESCRIPTION OF OPERATIONS below		N	WC 7012187101	1/1/2022	1/1/2023	X PER STATUTE [ ] OTH-ER E.L. EACH ACCIDENT E.L. DISEASE - EA EMPLOYEE E.L. DISEASE - POLICY LIMIT	 $ 1,000,000 $ 1,000,000 $ 1,000,000
C	Installation Property	N	N	6050434104	1/1/2022	1/1/2023	Limit: $2,058,681	

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (ACORD 101, Additional Remarks Schedule, may be attached if more space is required)

Worker's Comp Deductible: $100,000.

COI

CERTIFICATE HOLDER

14749661
Evidence of Coverage

CANCELLATION See Attachment

SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS.

AUTHORIZED REPRESENTATIVE

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Office of Commissioner of Insurance and Safety Fire
Protect | Enforce | Educate | Inform

JOHN F. KING
Commissioner of Insurance and Safety Fire

Two Martin Luther King Jr. Drive
West Tower, Suite 702
Atlanta, Georgia 30334

OFFICE OF INSURANCE AND SAFETY FIRE COMMISSIONER
SAFETY ENGINEERING

Class I: Unrestricted
Certificate of Authorization

PREMIER ELEVATOR COMPANY

230 ANDREW DR
STOCKBRIDGE, GA 30281

*is hereby authorized to perform all requirements as specified by the Elevator Rules and Regulations for the Class Authority noted above. *Please note any restrictions listed below (if any apply).*

Issued: 08/04/2022
Expires: 08/04/2023
COA Certificate No.: E-035
Restrictions (if any):

John F. King
Commissioner

Bond No. 2335583

Document A312™ – 2010

Conforms with The American Institute of Architects AIA Document 312

Performance Bond

CONTRACTOR:
(Name, legal status and address)

Premier Elevator Co. Inc.
230 Andrew Drive
Stockbridge, GA 30281

SURETY:
(Name, legal status and principal place of business)
Swiss Re Corporate Solutions America Insurance Corporation

1200 Main Street, Suite 800
Kansas City, MO 64105
Mailing Address for Notices

This document has important legal consequences. Consultation with an attorney is encouraged with respect to its completion or modification.

Any singular reference to Contractor, Surety, Owner or other party shall be considered plural where applicable.

OWNER:
(Name, legal status and address)

City of Griffin, Georgia
100 S Hill St. 3rd Floor
Griffin, GA 30281

CONSTRUCTION CONTRACT
Date:

Amount: $ 569,370.00 Five Hundred Sixty Nine Thousand Three Hundred Seventy Dollars and 00/100

Description:
(Name and location)
Elevator Modernization - One Griffin Center

BOND
Date: March 24, 2023
(Not earlier than Construction Contract Date)

Amount: $ 569,370.00 Five Hundred Sixty Nine Thousand Three Hundred Seventy Dollars and 00/100

Modifications to this Bond: ☒ None ☐ See Section 16

CONTRACTOR AS PRINCIPAL

Company: *(Corporate Seal)*
Premier Elevator Co. Inc.

Signature: _____
Name and Title: Dave Allen, Business Development Officer

SURETY

Company: *(Corporate Seal)*
Swiss Re Corporate Solutions America Insurance Corporation

Signature: _____
Name and Title: Jennifer G. Ochs, Attorney-in-Fact

(Any additional signatures appear on the last page of this Performance Bond.)

(FOR INFORMATION ONLY — Name, address and telephone)

AGENT or BROKER:
Lockton Companies, LLC
725 South Figueroa St.
Los Angeles, CA 90017
(213) 689-0522

OWNER'S REPRESENTATIVE:
(Architect, Engineer or other party:)

S-1852/AS 8/10

§ 1 The Contractor and Surety, jointly and severally, bind themselves, their heirs, executors, administrators, successors and assigns to the Owner for the performance of the Construction Contract, which is incorporated herein by reference.

§ 2 If the Contractor performs the Construction Contract, the Surety and the Contractor shall have no obligation under this Bond, except when applicable to participate in a conference as provided in Section 3.

§ 3 If there is no Owner Default under the Construction Contract, the Surety's obligation under this Bond shall arise after

.1 the Owner first provides notice to the Contractor and the Surety that the Owner is considering declaring a Contractor Default. Such notice shall indicate whether the Owner is requesting a conference among the Owner, Contractor and Surety to discuss the Contractor's performance. If the Owner does not request a conference, the Surety may, within five (5) business days after receipt of the Owner's notice, request such a conference. If the Surety timely requests a conference, the Owner shall attend. Unless the Owner agrees otherwise, any conference requested under this Section 3.1 shall be held within ten (10) business days of the Surety's receipt of the Owner's notice. If the Owner, the Contractor and the Surety agree, the Contractor shall be allowed a reasonable time to perform the Construction Contract, but such an agreement shall not waive the Owner's right, if any, subsequently to declare a Contractor Default;

.2 the Owner declares a Contractor Default, terminates the Construction Contract and notifies the Surety; and

.3 the Owner has agreed to pay the Balance of the Contract Price in accordance with the terms of the Construction Contract to the Surety or to a contractor selected to perform the Construction Contract.

§ 4 Failure on the part of the Owner to comply with the notice requirement in Section 3.1 shall not constitute a failure to comply with a condition precedent to the Surety's obligations, or release the Surety from its obligations, except to the extent the Surety demonstrates actual prejudice.

§ 5 When the Owner has satisfied the conditions of Section 3, the Surety shall promptly and at the Surety's expense take one of the following actions:

§ 5.1 Arrange for the Contractor, with the consent of the Owner, to perform and complete the Construction Contract;

§ 5.2 Undertake to perform and complete the Construction Contract itself, through its agents or independent contractors;

§ 5.3 Obtain bids or negotiated proposals from qualified contractors acceptable to the Owner for a contract for performance and completion of the Construction Contract, arrange for a contract to be prepared for execution by the Owner and a contractor selected with the Owner's concurrence, to be secured with performance and payment bonds executed by a qualified surety equivalent to the bonds issued on the Construction Contract, and pay to the Owner the amount of damages as described in Section 7 in excess of the Balance of the Contract Price incurred by the Owner as a result of the Contractor Default; or

§ 5.4 Waive its right to perform and complete, arrange for completion, or obtain a new contractor and with reasonable promptness under the circumstances:

.1 After investigation, determine the amount for which it may be liable to the Owner and, as soon as practicable after the amount is determined, make payment to the Owner; or

.2 Deny liability in whole or in part and notify the Owner, citing the reasons for denial.

§ 6 If the Surety does not proceed as provided in Section 5 with reasonable promptness, the Surety shall be deemed to be in default on this Bond seven days after receipt of an additional written notice from the Owner to the Surety demanding that the Surety perform its obligations under this Bond, and the Owner shall be entitled to enforce any remedy available to the Owner. If the Surety proceeds as provided in Section 5.4, and the Owner refuses the payment or the Surety has denied liability, in whole or in part, without further notice the Owner shall be entitled to enforce any remedy available to the Owner.

§ 7 If the Surety elects to act under Section 5.1, 5.2 or 5.3, then the responsibilities of the Surety to the Owner shall not be greater than those of the Contractor under the Construction Contract, and the responsibilities of the Owner to the Surety shall not be greater than those of the Owner under the Construction Contract. Subject to the commitment by the Owner to pay the Balance of the Contract Price, the Surety is obligated, without duplication, for

.1 the responsibilities of the Contractor for correction of defective work and completion of the Construction Contract;
.2 additional legal, design professional and delay costs resulting from the Contractor's Default, and resulting from the actions or failure to act of the Surety under Section 5; and
.3 liquidated damages, or if no liquidated damages are specified in the Construction Contract, actual damages caused by delayed performance or non-performance of the Contractor.

§ 8 If the Surety elects to act under Section 5.1, 5.3 or 5.4, the Surety's liability is limited to the amount of this Bond.

§ 9 The Surety shall not be liable to the Owner or others for obligations of the Contractor that are unrelated to the Construction Contract, and the Balance of the Contract Price shall not be reduced or set off on account of any such unrelated obligations. No right of action shall accrue on this Bond to any person or entity other than the Owner or its heirs, executors, administrators, successors and assigns.

§ 10 The Surety hereby waives notice of any change, including changes of time, to the Construction Contract or to related subcontracts, purchase orders and other obligations.

§ 11 Any proceeding, legal or equitable, under this Bond may be instituted in any court of competent jurisdiction in the location in which the work or part of the work is located and shall be instituted within two years after a declaration of Contractor Default or within two years after the Contractor ceased working or within two years after the Surety refuses or fails to perform its obligations under this Bond, whichever occurs first. If the provisions of this Paragraph are void or prohibited by law, the minimum period of limitation available to sureties as a defense in the jurisdiction of the suit shall be applicable.

§ 12 Notice to the Surety, the Owner or the Contractor shall be mailed or delivered to the address shown on the page on which their signature appears.

§ 13 When this Bond has been furnished to comply with a statutory or other legal requirement in the location where the construction was to be performed, any provision in this Bond conflicting with said statutory or legal requirement shall be deemed deleted herefrom and provisions conforming to such statutory or other legal requirement shall be deemed incorporated herein. When so furnished, the intent is that this Bond shall be construed as a statutory bond and not as a common law bond.

§ 14 Definitions

§ 14.1 Balance of the Contract Price. The total amount payable by the Owner to the Contractor under the Construction Contract after all proper adjustments have been made, including allowance to the Contractor of any amounts received or to be received by the Owner in settlement of insurance or other claims for damages to which the Contractor is entitled, reduced by all valid and proper payments made to or on behalf of the Contractor under the Construction Contract.

§ 14.2 Construction Contract. The agreement between the Owner and Contractor identified on the cover page, including all Contract Documents and changes made to the agreement and the Contract Documents.

§ 14.3 Contractor Default. Failure of the Contractor, which has not been remedied or waived, to perform or otherwise to comply with a material term of the Construction Contract.

§ 14.4 Owner Default. Failure of the Owner, which has not been remedied or waived, to pay the Contractor as required under the Construction Contract or to perform and complete or comply with the other material terms of the Construction Contract.

§ 14.5 Contract Documents. All the documents that comprise the agreement between the Owner and Contractor.

§ 15 If this Bond is issued for an agreement between a Contractor and subcontractor, the term Contractor in this Bond shall be deemed to be Subcontractor and the term Owner shall be deemed to be Contractor.

§ 16 Modifications to this bond are as follows:

(Space is provided below for additional signatures of added parties, other than those appearing on the cover page.)

CONTRACTOR AS PRINCIPAL
Company: *(Corporate Seal)*

Signature: _____
Name and Title: Business Development Officer
Address 230 Andrew Drive
Stockbridge GA 30281

SURETY
Company: *(Corporate Seal)*

Signature: _____
Name and Title:
Address

S-1852/AS 8/10

CALIFORNIA ALL-PURPOSE ACKNOWLEDGMENT **CIVIL CODE § 1189**

A notary public or other officer completing this certificate verifies only the identity of the individual who signed the document to which this certificate is attached, and not the truthfulness, accuracy, or validity of that document.

State of California)
County of LOS ANGELES)

On MAR 2 4 2023 before me, RHONDA LARSON, NOTARY PUBLIC,
Date *Here Insert Name and Title of the Officer*

personally appeared JENNIFER G. OCHS
Name(s) of Signer(s)

who proved to me on the basis of satisfactory evidence to be the person(s) whose name(s) is/~~are~~ subscribed to the within instrument and acknowledged to me that ~~he/she/they~~ executed the same in ~~his/her/their~~ authorized capacity(~~ies~~), and that by ~~his/her/their~~ signature(s) on the instrument the person(s), or the entity upon behalf of which the person(s) acted, executed the instrument.

I certify under PENALTY OF PERJURY under the laws of the State of California that the foregoing paragraph is true and correct.

WITNESS my hand and official seal.

RHONDA LARSON
Notary Public - California
Los Angeles County
Commission # 2329998
My Comm. Expires Jun 27, 2024

Signature _____
Signature of Notary Public
RHONDA LARSON, NOTARY PUBLIC

Place Notary Seal Above

OPTIONAL

Though this section is optional, completing this information can deter alteration of the document or fraudulent reattachment of this form to an unintended document.

Description of Attached Document
Title or Type of Document: _____ Document Date: _____
Number of Pages: _____ Signer(s) Other Than Named Above: _____

Capacity(ies) Claimed by Signer(s)

Signer's Name: _____
☐ Corporate Officer — Title(s): _____
☐ Partner — ☐ Limited ☐ General
☐ Individual ☐ Attorney in Fact
☐ Trustee ☐ Guardian or Conservator
☐ Other: _____
Signer Is Representing: _____

Signer's Name: _____
☐ Corporate Officer — Title(s): _____
☐ Partner — ☐ Limited ☐ General
☐ Individual ☐ Attorney in Fact
☐ Trustee ☐ Guardian or Conservator
☐ Other: _____
Signer Is Representing: _____

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SWISS RE CORPORATE SOLUTIONS

SWISS RE CORPORATE SOLUTIONS AMERICA INSURANCE CORPORATION ("SRCSAIC")
SWISS RE CORPORATE SOLUTIONS PREMIER INSURANCE CORPORATION ("SRCSPIC")
WESTPORT INSURANCE CORPORATION ("WIC")

GENERAL POWER OF ATTORNEY

KNOW ALL MEN BY THESE PRESENTS, THAT SRCSAIC, a corporation duly organized and existing under laws of the State of Missouri, and having its principal office in the City of Kansas City, Missouri, and SRCSPIC, a corporation organized and existing under the laws of the State of Missouri and having its principal office in the City of Kansas City, Missouri, and WIC, organized under the laws of the State of Missouri, and having its principal office in the City of Kansas City, Missouri, each does hereby make, constitute and appoint:

JANINA MONROE, TIMOTHY J. NOONAN, MICHELLE HAASE, MARTHA BARRERAS, CHARLES R. TETER III,
JENNIFER G. OCHS, ADRIANA VALENZUELA, SARAH CAMPBELL, B. ALEMAN, ERIN BROWN, D. GARCIA, SIMONE GERHARD,
EDWARD C. SPECTOR, ETHAN SPECTOR, MARINA TAPIA, KD WAPATO, RACHEL A. MULLEN, and SHAWNDRAE N. JOHNSTON JOINTLY OR SEVERALLY

Its true and lawful Attorney(s)-in-Fact, to make, execute, seal and deliver, for and on its behalf and as its act and deed, bonds or other writings obligatory in the nature of a bond on behalf of each of said Companies, as surety, on contracts of suretyship as are or may be required or permitted by law, regulation, contract or otherwise, provided that no bond or undertaking or contract or suretyship executed under this authority shall exceed the amount of:

FIFTY MILLION ($50,000,000.00) DOLLARS

This Power of Attorney is granted and is signed by facsimile under and by the authority of the following Resolutions adopted by the Boards of Directors of both SRCSAIC and SRCSPIC at meetings duly called and held on the 18th of November 2021 and WIC by written consent of its Executive Committee dated July 18, 2011.

"RESOLVED, that any two of the President, any Managing Director, any Senior Vice President, any Vice President, the Secretary or any Assistant Secretary be, and each or any of them hereby is, authorized to execute a Power of Attorney qualifying the attorney named in the given Power of Attorney to execute on behalf of the Corporation bonds, undertakings and all contracts of surety, and that each or any of them hereby is authorized to attest to the execution of any such Power of Attorney and to attach therein the seal of the Corporation; and it is

FURTHER RESOLVED, that the signature of such officers and the seal of the Corporation may be affixed to any such Power of Attorney or to any certificate relating thereto by facsimile, and any such Power of Attorney or certificate bearing such facsimile signatures or facsimile seal shall be binding upon the Corporation when so affixed and in the future with regard to any bond, undertaking or contract of surety to which it is attached."

SWISS RE CORPORATE SOLUTIONS AMERICA INSURANCE CORPORATION CORPORATE SEAL 1973 MISSOURI NONNOMINE

SWISS RE CORPORATE SOLUTIONS PREMIER INSURANCE CORPORATION CORPORATE SEAL MISSOURI NONNOMINE

By _____
Erik Janssens, Senior Vice President of SRCSAIC & Senior Vice President of SRCSPIC & Senior Vice President of WIC

By _____
Gerald Jagrowski, Vice President of SRCSAIC & Vice President of SRCSPIC & Vice President of WIC

WESTPORT INSURANCE CORPORATION CORPORATE SEAL MISSOURI

IN WITNESS WHEREOF, SRCSAIC, SRCSPIC, and WIC have caused their official seals to be hereunto affixed, and these presents to be signed by their authorized officers

this 10 day of NOVEMBER, 20 22

State of Illinois
County of Cook SS

Swiss Re Corporate Solutions America Insurance Corporation
Swiss Re Corporate Solutions Premier Insurance Corporation
Westport Insurance Corporation

On this 10 day of NOVEMBER, 20 22, before me, a Notary Public personally appeared Erik Janssens, Senior Vice President of SRCSAIC and Senior Vice President of SRCSPIC and Senior Vice President of WIC and Gerald Jagrowski, Vice President of SRCSAIC and Vice President of SPCSPIC and Vice President of WIC, personally known to me, who being by me duly sworn, acknowledged that they signed the above Power of Attorney as officers of and acknowledged said instrument to be the voluntary act and deed of their respective companies.

OFFICIAL SEAL
CHRISTINA MANISCO
NOTARY PUBLIC, STATE OF ILLINOIS
My Commission Expires March 29, 2026

Christina Manisco, Notary

I, Jeffrey Goldberg, the duly elected Senior Vice President and Assistant Secretary of SRCSAIC and SRCSPIC and WIC, do hereby certify that the above and foregoing is a true and correct copy of a Power of Attorney given by said SRCSAIC and SRCSPIC and WIC, which is still in full force and effect.
IN WITNESS WHEREOF, I have set my hand and affixed the seals of the Companies this 24th day of MARCH, 20 23.

Jeffrey Goldberg, Senior Vice President & Assistant Secretary of SRCSAIC and SRCSPIC and WIC

Bond No. 2335583

Document A312™ – 2010

Conforms with The American Institute of Architects AIA Document 312

Payment Bond

CONTRACTOR:
(Name, legal status and address)

Premier Elevator Co. Inc.
230 Andrew Drive
Stockbridge, GA 30281

SURETY:
(Name, legal status and principal place of business)
Swiss Re Corporate Solutions America Insurance Corporation
1200 Main Street, Suite 800
Kansas City, MO 64105
Mailing Address for Notices

This document has important legal consequences. Consultation with an attorney is encouraged with respect to its completion or modification.

Any singular reference to Contractor, Surety, Owner or other party shall be considered plural where applicable.

OWNER:
(Name, legal status and address)

City of Griffin, Georgia
100 S Hill St. 3rd Floor
Griffin, GA 30281

CONSTRUCTION CONTRACT
Date:

Amount: $ 569,370.00 Five Hundred Sixty Nine Thousand Three Hundred Seventy Dollars and 00/100

Description:
(Name and location)
Elevator Modernization - One Griffin Center

BOND
Date: March 24, 2023
(Not earlier than Construction Contract Date)

Amount: $ 569,370.00 Five Hundred Sixty Nine Thousand Three Hundred Seventy Dollars and 00/100

Modifications to this Bond: ☒ None ☐ See Section 18

CONTRACTOR AS PRINCIPAL
Company: *(Corporate Seal)*

Premier Elevator Co. Inc.

Signature: _____

Name and Title: Dave Allen
Business Development Officer

SURETY
Company: *(Corporate Seal)*
Swiss Re Corporate Solutions America Insurance Corporation

Signature: _____

Name and Title: Jennifer G. Ochs
Attorney-in-Fact

(Any additional signatures appear on the last page of this Payment Bond.)

(FOR INFORMATION ONLY — Name, address and telephone)

AGENT or BROKER:
Lockton Companies, LLC
725 South Figueroa St.
Los Angeles, CA 90017
(213) 689-0522

OWNER'S REPRESENTATIVE:
(Architect, Engineer or other party:)

S-2149/AS 8/10

§ 1 The Contractor and Surety, jointly and severally, bind themselves, their heirs, executors, administrators, successors and assigns to the Owner to pay for labor, materials and equipment furnished for use in the performance of the Construction Contract, which is incorporated herein by reference, subject to the following terms.

§ 2 If the Contractor promptly makes payment of all sums due to Claimants, and defends, indemnifies and holds harmless the Owner from claims, demands, liens or suits by any person or entity seeking payment for labor, materials or equipment furnished for use in the performance of the Construction Contract, then the Surety and the Contractor shall have no obligation under this Bond.

§ 3 If there is no Owner Default under the Construction Contract, the Surety's obligation to the Owner under this Bond shall arise after the Owner has promptly notified the Contractor and the Surety (at the address described in Section 13) of claims, demands, liens or suits against the Owner or the Owner's property by any person or entity seeking payment for labor, materials or equipment furnished for use in the performance of the Construction Contract and tendered defense of such claims, demands, liens or suits to the Contractor and the Surety.

§ 4 When the Owner has satisfied the conditions in Section 3, the Surety shall promptly and at the Surety's expense defend, indemnify and hold harmless the Owner against a duly tendered claim, demand, lien or suit.

§ 5 The Surety's obligations to a Claimant under this Bond shall arise after the following:

§ 5.1 Claimants, who do not have a direct contract with the Contractor,

.1 have furnished a written notice of non-payment to the Contractor, stating with substantial accuracy the amount claimed and the name of the party to whom the materials were, or equipment was, furnished or supplied or for whom the labor was done or performed, within ninety (90) days after having last performed labor or last furnished materials or equipment included in the Claim; and

.2 have sent a Claim to the Surety (at the address described in Section 13).

§ 5.2 Claimants, who are employed by or have a direct contract with the Contractor, have sent a Claim to the Surety (at the address described in Section 13).

§ 6 If a notice of non-payment required by Section 5.1.1 is given by the Owner to the Contractor, that is sufficient to satisfy a Claimant's obligation to furnish a written notice of non-payment under Section 5.1.1.

§ 7 When a Claimant has satisfied the conditions of Sections 5.1 or 5.2, whichever is applicable, the Surety shall promptly and at the Surety's expense take the following actions:

§ 7.1 Send an answer to the Claimant, with a copy to the Owner, within sixty (60) days after receipt of the Claim, stating the amounts that are undisputed and the basis for challenging any amounts that are disputed; and

§ 7.2 Pay or arrange for payment of any undisputed amounts.

§ 7.3 The Surety's failure to discharge its obligations under Section 7.1 or Section 7.2 shall not be deemed to constitute a waiver of defenses the Surety or Contractor may have or acquire as to a Claim, except as to undisputed amounts for which the Surety and Claimant have reached agreement. If, however, the Surety fails to discharge its obligations under Section 7.1 or Section 7.2, the Surety shall indemnify the Claimant for the reasonable attorney's fees the Claimant incurs thereafter to recover any sums found to be due and owing to the Claimant.

§ 8 The Surety's total obligation shall not exceed the amount of this Bond, plus the amount of reasonable attorney's fees provided under Section 7.3, and the amount of this Bond shall be credited for any payments made in good faith by the Surety.

§ 9 Amounts owed by the Owner to the Contractor under the Construction Contract shall be used for the performance of the Construction Contract and to satisfy claims, if any, under any construction performance bond. By the Contractor furnishing and the Owner accepting this Bond, they agree that all funds earned by the Contractor in the performance of the Construction Contract are dedicated to satisfy obligations of the Contractor and Surety under this Bond, subject to the Owner's priority to use the funds for the completion of the work.

§ 10 The Surety shall not be liable to the Owner, Claimants or others for obligations of the Contractor that are unrelated to the Construction Contract. The Owner shall not be liable for the payment of any costs or expenses of any Claimant under this Bond, and shall have under this Bond no obligation to make payments to, or give notice on behalf of, Claimants or otherwise have any obligations to Claimants under this Bond.

§ 11 The Surety hereby waives notice of any change, including changes of time, to the Construction Contract or to related subcontracts, purchase orders and other obligations.

§ 12 No suit or action shall be commenced by a Claimant under this Bond other than in a court of competent jurisdiction in the state in which the project that is the subject of the Construction Contract is located or after the expiration of one year from the date (1) on which the Claimant sent a Claim to the Surety pursuant to Section 5.1.2 or 5.2, or (2) on which the last labor or service was performed by anyone or the last materials or equipment were furnished by anyone under the Construction Contract, whichever of (1) or (2) first occurs. If the provisions of this Paragraph are void or prohibited by law, the minimum period of limitation available to sureties as a defense in the jurisdiction of the suit shall be applicable.

§ 13 Notice and Claims to the Surety, the Owner or the Contractor shall be mailed or delivered to the address shown on the page on which their signature appears. Actual receipt of notice or Claims, however accomplished, shall be sufficient compliance as of the date received.

§ 14 When this Bond has been furnished to comply with a statutory or other legal requirement in the location where the construction was to be performed, any provision in this Bond conflicting with said statutory or legal requirement shall be deemed deleted herefrom and provisions conforming to such statutory or other legal requirement shall be deemed incorporated herein. When so furnished, the intent is that this Bond shall be construed as a statutory bond and not as a common law bond.

§ 15 Upon request by any person or entity appearing to be a potential beneficiary of this Bond, the Contractor and Owner shall promptly furnish a copy of this Bond or shall permit a copy to be made.

§ 16 Definitions

§ 16.1 Claim. A written statement by the Claimant including at a minimum:

.1 the name of the Claimant;
.2 the name of the person for whom the labor was done, or materials or equipment furnished;
.3 a copy of the agreement or purchase order pursuant to which labor, materials or equipment was furnished for use in the performance of the Construction Contract;
.4 a brief description of the labor, materials or equipment furnished;
.5 the date on which the Claimant last performed labor or last furnished materials or equipment for use in the performance of the Construction Contract;
.6 the total amount earned by the Claimant for labor, materials or equipment furnished as of the date of the Claim;
.7 the total amount of previous payments received by the Claimant; and
.8 the total amount due and unpaid to the Claimant for labor, materials or equipment furnished as of the date of the Claim.

§ 16.2 Claimant. An individual or entity having a direct contract with the Contractor or with a subcontractor of the Contractor to furnish labor, materials or equipment for use in the performance of the Construction Contract. The term Claimant also includes any individual or entity that has rightfully asserted a claim under an applicable mechanic's lien or similar statute against the real property upon which the Project is located. The intent of this Bond shall be to include without limitation in the terms "labor, materials or equipment" that part of water, gas, power, light, heat, oil, gasoline, telephone service or rental equipment used in the Construction Contract, architectural and engineering services required for performance of the work of the Contractor and the Contractor's subcontractors, and all other items for which a mechanic's lien may be asserted in the jurisdiction where the labor, materials or equipment were furnished.

§ 16.3 Construction Contract. The agreement between the Owner and Contractor identified on the cover page, including all Contract Documents and all changes made to the agreement and the Contract Documents.

§ 16.4 Owner Default. Failure of the Owner, which has not been remedied or waived, to pay the Contractor as required under the Construction Contract or to perform and complete or comply with the other material terms of the Construction Contract.

§ 16.5 Contract Documents. All the documents that comprise the agreement between the Owner and Contractor.

§ 17 If this Bond is issued for an agreement between a Contractor and subcontractor, the term Contractor in this Bond shall be deemed to be Subcontractor and the term Owner shall be deemed to be Contractor.

§ 18 Modifications to this bond are as follows:

(Space is provided below for additional signatures of added parties, other than those appearing on the cover page.)

CONTRACTOR AS PRINCIPAL		**SURETY**	
Company:	*(Corporate Seal)*	Company:	*(Corporate Seal)*
Signature:		Signature:	
Name and Title:	Dave Allen BDM	Name and Title:	
Address	230 Andrew Drive Stockbridge GA 30281	Address	

S-2149/AS 8/10

CALIFORNIA ALL-PURPOSE ACKNOWLEDGMENT **CIVIL CODE § 1189**

A notary public or other officer completing this certificate verifies only the identity of the individual who signed the document to which this certificate is attached, and not the truthfulness, accuracy, or validity of that document.

State of California)
County of LOS ANGELES)

On MAR 24 2023 before me, RHONDA LARSON, NOTARY PUBLIC,
Date *Here Insert Name and Title of the Officer*

personally appeared JENNIFER G. OCHS,
Name(s) of Signer(s)

who proved to me on the basis of satisfactory evidence to be the person(s) whose name(s) is/are subscribed to the within instrument and acknowledged to me that he/she/they executed the same in his/her/their authorized capacity(ies), and that by his/her/their signature(s) on the instrument the person(s), or the entity upon behalf of which the person(s) acted, executed the instrument.

I certify under PENALTY OF PERJURY under the laws of the State of California that the foregoing paragraph is true and correct.

WITNESS my hand and official seal.

RHONDA LARSON
Notary Public - California
Los Angeles County
Commission # 2329998
My Comm. Expires Jun 27, 2024

Signature _____
Signature of Notary Public
RHONDA LARSON, NOTARY PUBLIC

Place Notary Seal Above

OPTIONAL

Though this section is optional, completing this information can deter alteration of the document or fraudulent reattachment of this form to an unintended document.

Description of Attached Document

Title or Type of Document: _____ Document Date: _____

Number of Pages: _____ Signer(s) Other Than Named Above: _____

Capacity(ies) Claimed by Signer(s)

Signer's Name: _____
☐ Corporate Officer — Title(s): _____
☐ Partner — ☐ Limited ☐ General
☐ Individual ☐ Attorney in Fact
☐ Trustee ☐ Guardian or Conservator
☐ Other: _____
Signer is Representing: _____

Signer's Name: _____
☐ Corporate Officer — Title(s): _____
☐ Partner — ☐ Limited ☐ General
☐ Individual ☐ Attorney in Fact
☐ Trustee ☐ Guardian or Conservator
☐ Other: _____
Signer is Representing: _____

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SWISS RE CORPORATE SOLUTIONS

SWISS RE CORPORATE SOLUTIONS AMERICA INSURANCE CORPORATION ("SRCSAIC")
SWISS RE CORPORATE SOLUTIONS PREMIER INSURANCE CORPORATION ("SRCSPIC")
WESTPORT INSURANCE CORPORATION ("WIC")

GENERAL POWER OF ATTORNEY

KNOW ALL MEN BY THESE PRESENTS, THAT SRCSAIC, a corporation duly organized and existing under laws of the State of Missouri, and having its principal office in the City of Kansas City, Missouri, and SRCSPIC, a corporation organized and existing under the laws of the State of Missouri and having its principal office in the City of Kansas City, Missouri, and WIC, organized under the laws of the State of Missouri, and having its principal office in the City of Kansas City, Missouri, each does hereby make, constitute and appoint:

JANINA MONROE, TIMOTHY J. NOONAN, MICHELLE HAASE, MARTHA BARRERAS, CHARLES R. TETER III, JENNIFER G. OCHS, ADRIANA VALENZUELA, SARAH CAMPBELL, B. ALEMAN, ERIN BROWN, D. GARCIA, SIMONE GERHARD, EDWARD C. SPECTOR, ETHAN SPECTOR, MARINA TAPIA, KD WAPATO, RACHEL A. MULLEN, and SHAWNDRAE N. JOHNSTON JOINTLY OR SEVERALLY

Its true and lawful Attorney(s)-in-Fact, to make, execute, seal and deliver, for and on its behalf and as its act and deed, bonds or other writings obligatory in the nature of a bond on behalf of each of said Companies, as surety, on contracts of suretyship as are or may be required or permitted by law, regulation, contract or otherwise, provided that no bond or undertaking or contract or suretyship executed under this authority shall exceed the amount of:

FIFTY MILLION ($50,000,000.00) DOLLARS

This Power of Attorney is granted and is signed by facsimile under and by the authority of the following Resolutions adopted by the Boards of Directors of both SRCSAIC and SRCSPIC at meetings duly called and held on the 18th of November 2021 and WIC by written consent of its Executive Committee dated July 18, 2011.

"RESOLVED, that any two of the President, any Managing Director, any Senior Vice President, any Vice President, the Secretary or any Assistant Secretary be, and each or any of them hereby is, authorized to execute a Power of Attorney qualifying the attorney named in the given Power of Attorney to execute on behalf of the Corporation bonds, undertakings and all contracts of surety, and that each or any of them hereby is authorized to attest to the execution of any such Power of Attorney and to attach therein the seal of the Corporation; and it is

FURTHER RESOLVED, that the signature of such officers and the seal of the Corporation may be affixed to any such Power of Attorney or to any certificate relating thereto by facsimile, and any such Power of Attorney or certificate bearing such facsimile signatures or facsimile seal shall be binding upon the Corporation when so affixed and in the future with regard to any bond, undertaking or contract of surety to which it is attached."

SWISS RE CORPORATE SOLUTIONS AMERICA INSURANCE CORPORATION SEAL 1973 MISSOURI NONCORPORATION

SWISS RE CORPORATE SOLUTIONS PREMIER INSURANCE CORPORATION SEAL MISSOURI NONCORPORATION

By_____
Erik Janssens, Senior Vice President of SRCSAIC & Senior Vice President of SRCSPIC & Senior Vice President of WIC

By_____
Gerald Jagrowski, Vice President of SRCSAIC & Vice President of SRCSPIC & Vice President of WIC

WESTPORT INSURANCE CORPORATION CORPORATE SEAL MISSOURI

IN WITNESS WHEREOF, SRCSAIC, SRCSPIC, and WIC have caused their official seals to be hereunto affixed, and these presents to be signed by their authorized officers

this 10 day of NOVEMBER, 20 22

Swiss Re Corporate Solutions America Insurance Corporation
Swiss Re Corporate Solutions Premier Insurance Corporation
Westport Insurance Corporation

State of Illinois
County of Cook ss

On this 10 day of NOVEMBER, 20 22, before me, a Notary Public personally appeared Erik Janssens, Senior Vice President of SRCSAIC and Senior Vice President of SRCSPIC and Senior Vice President of WIC and Gerald Jagrowski, Vice President of SRCSAIC and Vice President of SPCSPIC and Vice President of WIC, personally known to me, who being by me duly sworn, acknowledged that they signed the above Power of Attorney as officers of and acknowledged said instrument to be the voluntary act and deed of their respective companies.

OFFICIAL SEAL
CHRISTINA MANISCO
NOTARY PUBLIC, STATE OF ILLINOIS
My Commission Expires March 28, 2026

Christina Manisco, Notary

I, Jeffrey Goldberg, the duly elected Senior Vice President and Assistant Secretary of SRCSAIC and SRCSPIC and WIC, do hereby certify that the above and foregoing is a true and correct copy of a Power of Attorney given by said SRCSAIC and SRCSPIC and WIC, which is still in full force and effect.
IN WITNESS WHEREOF, I have set my hand and affixed the seals of the Companies this 24th day of MARCH, 20 23

Jeffrey Goldberg, Senior Vice President & Assistant Secretary of SRCSAIC and SRCSPIC and WIC

FAILURE TO RETURN THIS PAGE AS PART OF YOUR SUBMISSION MAY RESULT IN REJECTION OF RESPONSE

SUPPLIER DISCLOSURES
23-009

All solicitations MUST contain signed and notarized statement of Non-Collusion and non-Conflict of Interest. Any YES response for other disclosures must be detailed and attached to this sheet as part of your submittal. Reference to 'Supplier' denotes the organization submitting the response as well as the principal representing the organization.

Collusion. Collusion exists when two or more parties act together to achieve a fraudulent or unlawful act. Collusion inhibits free and open competition and is in violation of antitrust laws.
I certify that this bid response is genuine and is not a collusive or sham proposal. I further state that:

- The prepared response is made without prior understanding, agreement, or connection with any corporation, firm, or person submitting a bid or offer for the same supplies, labor, services, construction, materials or equipment to be furnished or professional or consultant services, and is in all respects fair and without collusion or fraud; and
- The price(s) submitted has/have been arrived at independently and without consultation, communication or agreement with any other supplier, supplier or potential responder to the solicitation; and
- No attempt has been made or will be made to induce any company or person to refrain from responding to this solicitation, or to induce them to submit a budget that is higher than the budget in this solicitation, or to submit any intentionally high or noncompetitive response or other form of nonresponsive submittal; and
- I understand collusive bidding is a violation of city, state and federal law and can result in fines, prison sentences, and civil damages awards. I also certify that I am authorized to sign for this Supplier.

Conflict of interest. A Conflict of Interest exists when personal interests interfere in any way with the best interest of the City. This can arise if any agent of the City or their families will receive a monetary or other type of benefit based on the award of this project or if any supplier has an unfair competitive advantage over other suppliers. A conflict is also perceived if any previous history would make it impossible for the supplier to objectively fulfill the obligations associated with this project.

I certify that there is no known conflict of interest with the City or any employee or agent of the City. There is presently no interest and no interest shall be acquired that would directly or indirectly conflict in any manner with the performance of this solicitation, should it be awarded.

TK Elevator Corporation
Company Name

Paula Ryan
Signature of Authorized official of company

Paula Ryan
Printed Name

Sworn to and subscribed before me this 18 **day of** January, **20** 23

Notary Public: Paula Marie Ryan

County: Cherokee

Commission Expires: Oct 21, 2023

PAULA MARIE RYAN NOTARY PUBLIC CHEROKEE COUNTY EXPIRES GEORGIA OCT 21, 2023

OTHER SUPPLIER DISCLOSURES

Any response of 'Yes' must be explained in full (separate sheet may be used).

_N__ **Debarment.** Supplier certifies that neither it or its subcontractors is presently debarred, suspended, proposed for debarment, declared ineligible, or otherwise excluded from doing business with any government agency. Has the Supplier been deemed ineligible from participating in any business with any government agency in the past five (5) years?

_N__ **Litigation.** Within the past five (5) years, has the Supplier been the subject of or party to any civil or criminal proceedings or investigations based on wrongful death, fraud, theft, breach of contract, safety, misrepresentation or any other conduct?

_N__ **Financial stability.** Financial stability demonstrates that the Supplier has the resources to complete and the ability to remain in business for the duration of the subsequent contract. Has any petition of bankruptcy, orders or judgment been filed against the supplier in the past five (5) years?

_N__ **Liquidated Damages.** Liquidated Damages are types of compensation designed to reimburse the City for certain problems or delays associated with a project; it serves as protection to both parties in the form of 'contract completion insurance'. Has the Supplier been assessed any liquidated damages or defaulted on any project with a government agency in the past five (5) years?

_N__ **OSHA.** Has the Supplier been cited for any OSHA violations in the past five (5) years?

_N__ **COMMUNICATIONS.** Has the Supplier communicated OR discussed pricing with anyone associated with the City, other than Procurement, since the solicitation was published?

SUPPLIER ACKNOWLEDGEMENTS *(please initial)*

_MS___ **Resources.** We agree that we have the resources needed for the satisfactory completion of the project.

__MS__ **Exceptions.** All deviations and exceptions to this RFP must be expressly stated in writing and attached as an Exception page. The absence of any exceptions assures the City of their full agreement and compliance with all specifications, terms and conditions, requirements and obligations of this RFP.

_MS___ **Occupational Tax License.** If a City of Griffin Occupational Tax License is needed in order to fulfill the project, we will obtain such license prior to the confirmation of contract.

_MS___ **Insurance.** We understand the insurance requirements noted and are prepared to supply the required insurance endorsements for these requirements prior to the confirmation of contract.

_MS___ **Terms and Conditions.** The specifications, as well as the terms and conditions of this Request for Proposal shall be incorporated as an integral part of the final contract.

The Supplier has examined, carefully studied and hereby acknowledges the Specifications and any Addenda and agrees to provide the required services in accordance with this proposal. **The Supplier agrees to all specification items listed unless specifically noted on an Exceptions page**. The Supplier further certifies that they are not currently debarred from submitting proposals by any agency of the State of Georgia or the federal government.

Specifications . . . . . Acknowledgement MS

Addendum No. _"Addition 1___ dated ___12/30/22_____Acknowledgement _____MS_____

Addendum No. _1 (addition 2) _dated __1/3/2023_____ Acknowledgement _____MS_____

Addendum No. _2 (addition 3)_ dated __1/6/2023_____ Acknowledgement _____MS_____

Suppliers must acknowledge the Specifications and any issued addenda. Responses which fail to acknowledge the Supplier's receipt of any addendum will result in the rejection of the bid if the addendum contained information which substantively changes the City's requirements.

BID RESPONSE SIGNATURE

I am registered (and compliant) with the City's online registration system: Yes __X Not yet ___

The City cannot award to a supplier that is not registered and compliant.

NAME OF COMPANY: TK Elevator Corporation

MAILING ADDRESS: 111 Gateway Dr., Suite A

CITY /STATE/ZIP: Macon, GA 31210

PHONE (including area code): 770-560-7100 E-MAIL: matt.slaats@tkelevator.com

Modernization Specialist

AUTHORIZED SIGNATURE TITLE

Matt Slaats Modernization Specialist

NAME (PRINTED) TITLE (PRINTED)

TK Elevator Corporation | 111 Gateway Dr, Suite A | Macon, GA 31210

Matt Slaats
P +1 770-560-7100
matt.slaats@tkelevator.com
01.26.2023

Pricing Sheet

Bid #23-009

Elevator Modernization – One Griffin Ctr.

Per Addendum #2, this document shall provide pricing and schedule information as the Pricing Sheet (1.4,c) was clarified as not included within the provided Response Submittal packet:

1.4.c
Total Price: **$468,000.00**

1.4,h,1 – As the original equipment manufacturer of the existing Dover Composite elevators, TKE (formerly dba Dover Elevator) performs more Composite modernizations in Georgia than all other vendors combined. We have established best practices for the proper breakdown of the Dover Composite controller as well as safe egress of the controller, generator and Dover GD-105 hoist machine without altering the existing building structure. The new controller, machine and door equipment package being provided is a specially designed direct replacement for the Composite with no field modification required. Prior to releasing equipment for fabrication, we will meet with your Procurement and Project Management team to design the pushbutton fixtures and cab interiors to ensure that all aesthetics meet your expectations within the construct of the scope of work found in section 1.3.2.

1.4,h,2 – Resumes of relevant personnel:

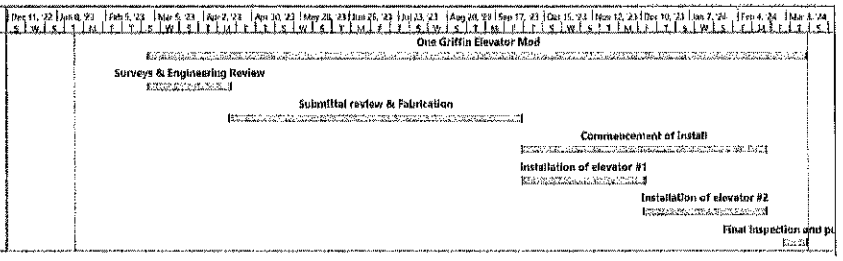
Matt Slaats – Modernization Specialist
23 years with TKE (formerly as Dover Elevator), 8 years as Modernization Specialist
Primary liaison for project
770-560-7100 matt.slaats@tkelevator.com

Tim Prather – Modernization Operations Manager (Project Manager)
36 years with TKE (formerly as Dover Elevator), 16 years as Modernization Operations Manager.
Prior experience as modernization installation technician
Oversee all material purchases and supervisor of on-site technicians
770-294-6380 tim.prather@tkelevator.com

Art Justice – Service Manager
32 years with TKE (formerly Dover Elevator). 22 years as Service manager. Prior experience as an installation technician
Local Griffin based TKE contact. Providing field assistance to the Operations team.
478-256-5816 art.justice@tkelevator.com

1.4,h,3

Task Name	Start	Finish
One Griffin Elevator Mod	Wed 3/1/23	Thu 3/14/24
Surveys & Engineering Review	Wed 3/1/23	Mon 4/17/23
Submittal review & Fabrication	Mon 4/17/23	Sun 10/1/23
Commencement of Install	Mon 10/2/23	Mon 2/19/24
Installation of elevator #1	Mon 10/2/23	Mon 12/11/23
Installation of elevator #2	Mon 12/11/23	Mon 2/19/24
Final inspection and punchlist	Fri 3/1/24	Thu 3/14/24



1.4.h.4

Per Addendum #1, this tentative installation schedule and Schedule of Values is based upon a March 1, 2023 award date

Award -	3/1/2023	35% (materials)	$163,800.00
Submittal review/approval/fabrication	4/15/2023		
Delivery/Commencement –	10/1/2023	15% (materials)	$70,200.00
Completion of elevator #1 -	12/10/2023	22.5% (labor)	$105,300.00
Completion of elevator #2 -	2/20/2024	22.5% (labor)	$105,300.00
Final inspection and punchlist -	3/1/2024	5% (labor)	$23,400.00
Total:		**100%**	**$468,000.00**

1.4,h,5

Within the State of Georgia and supported by our local branch team, TKE modernizes >130 elevators annually with modernization revenue >$30M annually. While there are too many current projects to list in their entirety here, the projects provided on the requested Reference Sheet include several comparably sized, local and/or government owned projects similar to One Griffin Center. In addition, several of our marquis current installations include:

- Wellstar Spalding Regional Hospital
- Emory St. Joseph's Hospital
- Richard B. Russell Building (downtown Atlanta)
- One Alliance Center (Buckhead)
- Home Depot Headquarters

Additional experience as requested in section 3.1 has been provided on the Reference Sheet as outlined in section 3.2

1.4,h,6

A high level overview of the installation process would go as follows:

- Mobilization, - including delivery of material and tools. Establishing a work space and protocol for the daily communication with One Griffin's onsite personnel.
- Remove the first elevator from service. Hang and stabilize the cab and remove the hoist ropes.
- Disconnect 1st controller & hoist machine and remove from building. Set 1st new controller and new machine in place. Provide power to new controller/machine.
- Install new ropes on the new machine and allow for the technician controlled movement of the cab.
- Remove old car top and hoistway components including door equipment.

TK ELEVATOR CORPORATION | 3005 Chastain Meadows Pkwy Suite 100 | Marietta, GA 30006 | United States of America | P +1 770-560-7100 | www.tkelevator.com/us

- Remove old pushbutton fixtures and current applied cab wall finishes and cab lighting.
- Rewire hoistway and traveling cable, install new hoistway components including hoistway door equipment.
- Install new cartop components including car door equipment
- Install new cab pushbutton fixtures
- Install new interior walls, ceiling and flooring
- Final adjustments and programming with Field Engineer
- Installation and wiring of new hall pushbuttons
- Final Inspection and testing as witnessed by AHJ – turnover
- Repeat the process for elevator #2

Per section 1.4. – Company Registration Paperwork – The online registration was completed on 8/19/2022.

1.3.7 & 3.8
Bid Bond has been attached to this package. Per section 1.2, Performance/Payment bonds will be issued after the bid and prior to contract execution.

TK ELEVATOR CORPORATION | 3005 Chastain Meadows Pkwy Suite 100 | Marietta, GA 30006 | United States of America | P +1 770-560-7100 | www.tkelevator.com/us

FAILURE TO RETURN THIS PAGE AS PART OF YOUR BID DOCUMENT MAY RESULT IN REJECTION OF RESPONSE. THIS FORM MUST BE COMPLETED FOR EACH BID SUBMITTAL EVEN IF YOU ARE CONSIDERED TO BE A CURRENT SUPPLIER.

REFERENCES

The City of Griffin requests a minimum of three references where work of a similar size and scope has been completed within the past 3-4 years.

REFERENCE 1:
Company Name: Internal Revenue Service (General Services Administration)

Brief Description of Project: 9 geared traction elevators

Completion Date: July 2022

Contact Person: Calvin Joseph

Telephone: 404-242-8616 E-mail: calvin.joseph@gsa.gov

REFERENCE 2:
Company Name: Spalding County Courthouse

Brief Description of Project: modernization of 2 geared traction elevators

Completion Date: December 2022

Contact Person: Lance Griffin

Telephone: 770-550-4091 E-mail: lgriffin@spaldingcounty.com

REFERENCE 3:
Company Name: Macon Bibb County Transit Authority

Brief Description of Project: modernization of 2 hydraulic elevators

Completion Date: November 2022

Contact Person: Andy Stroud

Telephone: 478-803-2500 E-mail: astroud@mta-mac.com

COMPLETED BY:
Company Name: TK Elevator Corporation

Contact Person: _____ Matt Slaats
(Signature) (Printed Name)

STATE OF GEORGIA
CITY OF GRIFFIN

TAX COMPLIANCE FORM*

**Must be completed for all bids with an aggregate total of more than $99,000.00.*

INSTRUCTIONS TO SUPPLIERS

Please complete the following information:

- Supplier's Name: TK Elevator Corporation
- Physical Location Address: 111 Gateway Dr., Suite A
  Macon, GA 31210
- Federal Identification Number (FEI): 62-1211267
- Have you ever been registered in the State of Georgia? Yes
- If so, please provide the following information, if applicable:
  - State Taxpayer Identification Number (STI): 20001931601
  - Sales and Use Tax Number: 214213197
  - Withholding Tax Number: 32793937-PU
- What type of service will you perform? Elevator Modernization
- Will you sell any tangible personal property or goods? Installed elevator equipment
- Supplier's Affiliate's Name: n/a
  - FEI: _____
  - STI: _____
  - Sales and Use Tax Number: _____
  - Withholding Tax Number: _____

  If there is more than one affiliate, please attach a separate sheet listing the information above.
- Person responsible for handling supplier's tax issues (such as the CFO, the company tax officer, etc.):
  - Name: Tarsia Smith
  - Telephone Number: 770-799-0498
  - E-mail Address: tarsia.smith@tkelevator.com

NOTICE TO SUPPLIER:

In the event the supplier is considered for contract award, the information provided on this form will be submitted to the Georgia Department of Revenue ("DOR") for a determination as to whether the supplier is a "prohibited source" (as defined by O.C.G.A. §50-5-82) or whether there are any other outstanding tax issues. MISSING, INCOMPLETE, OR ERRONEOUS DATA MAY DELAY OR PROHIBIT VERIFICATION OF YOUR ELIGIBILITY FOR CONTRACT AWARD. NO PROHIBITED SOURCE MAY RECEIVE CONTRACT AWARD; THEREFORE, YOU ARE STRONGLY ENCOURAGED TO CHECK YOUR TAX STATUS NOW AND RESOLVE ANY OUTSTANDING TAX LIABILITIES AND/OR MISSING TAX RETURNS.

Griffin TOGETHER

STATE OF GEORGIA
CITY OF GRIFFIN

SUPPLIER (*E-VERIFY*) AFFIDAVIT AND AGREEMENT

Please initial the appropriate statement for your current and future business relations with the City of Griffin, sign and have notarized if applicable (one must be initialed):

A) ____ My company provides products only for the City (no physical labor or services).

B) ____ I am a sole proprietor and have no employees.

C) ____ My company is providing labor or services on a one-time basis that amounts to under $2,500.00.

D) MS My company provides labor or services to the City and I have supplied the EV number below (notarization below is required).

Matt Sheets	1/23/23
BY: Authorized Officer or Agent	*Printed Name*	*Date*

TK Elevator Corporation	Modernization Sales
Company / Contractor Name	*Title of Authorized Officer or Agent of Contractor*

While the City requests a signed affidavit from every supplier, only those that provide labor or services that could amount to $2,500 or more to the City (item D above) MUST supply the actual E-Verify number issued by Homeland Security and have this affidavit notarized.

****

NOTARIZATION REQUIRED FOR E-VERIFY NUMBER SUBMISSIONS:

COMES NOW before me, the undersigned officer duly authorized to administer oaths, the undersigned contractor, who, after being duly sworn, states as follows:

By executing this affidavit, the undersigned contractor verifies its compliance with O.C.G.A. § 13-10-91 and Georgia Department of Labor Rule 300-10-1-.02, stating affirmatively that the individual, firm, or corporation which is contracting with the City has registered with and is participating in a federal work authorization program in accordance with the applicability provisions and deadlines established in O.C.G.A. § 13-10-91 and Georgia Department of Labor Rule 300-10-1-.02. Furthermore, the undersigned contractor will continue to use the federal work authorization program throughout the contract period.

The undersigned contractor further agrees that, should it employ or contract with any subcontractor(s) in connection with the physical performance of services pursuant to the contract with the City of Griffin, Georgia, of which this affidavit is a part, the undersigned contractor will secure from such subcontractor(s) similar verification of compliance with O.C.G.A. § 13-10-91 and Georgia Department of Labor Rule 300-10-1-.02 through the subcontractor's execution of the subcontractor affidavit required by Georgia Department of Labor Rule 300-10-1-.08 or a substantially similar subcontractor affidavit. The undersigned contractor further agrees to maintain records of such compliance and provide a copy of each such verification to the City at the time the subcontractor(s) is retained to perform such service.

198314

EEV / (*E-Verify # issued by Homeland Security IF checked above*)

Sworn to and subscribed before me
This 23rd day of January, 2023
Notary Public Paula Marie Ryan
My commission expires: Oct 21 2023

PAULA MARIE RYAN NOTARY PUBLIC CHEROKEE COUNTY EXPIRES GEORGIA OCT 21, 2023

* Any of the electronic verification of work authorization programs operated by the United States Department of Homeland Security or any equivalent federal work authorization program operated by the United States Department of Homeland Security to verify information of newly hired employees, pursuant to the Immigration Reform and Control Act of 1986 (!RCA), P.L. 99-603. As of the effective date of O.C.G.A. § 13-10-91, the applicable federal work authorization program is the "EEV *I* Basic Pilot Program" operated by the U.S. Citizenship and Immigration Services Bureau of the U.S. Department of Homeland Security, in conjunction with the Social Security Administration (SSA).

Document A310™ – 2010

Conforms with The American Institute of Architects AIA Document 310

Bid Bond

CONTRACTOR:
(Name, legal status and address)

TK Elevator Corporation
3100 Interstate N. Circle SE, Suite 500
Atlanta, GA 30339

SURETY:
(Name, legal status and principal place of business)
Liberty Mutual Insurance Company
175 Berkeley Street
Boston, MA 02116
Mailing Address for Notices
175 Berkeley Street
Boston, MA 02116

OWNER:
(Name, legal status and address)

City of Griffin
100 South Hill Street
Griffin, GA 30223

This document has important legal consequences. Consultation with an attorney is encouraged with respect to its completion or modification.

Any singular reference to Contractor, Surety, Owner or other party shall be considered plural where applicable.

BOND AMOUNT: 5% Five Percent of Amount Bid

PROJECT:
(Name, location or address, and Project number, if any)

Modernization of two (2) geared traction elevators at One Griffin Center

The Contractor and Surety are bound to the Owner in the amount set forth above, for the payment of which the Contractor and Surety bind themselves, their heirs, executors, administrators, successors and assigns, jointly and severally, as provided herein. The conditions of this Bond are such that if the Owner accepts the bid of the Contractor within the time specified in the bid documents, or within such time period as may be agreed to by the Owner and Contractor, and the Contractor either (1) enters into a contract with the Owner in accordance with the terms of such bid, and gives such bond or bonds as may be specified in the bidding or Contract Documents, with a surety admitted in the jurisdiction of the Project and otherwise acceptable to the Owner, for the faithful performance of such Contract and for the prompt payment of labor and material furnished in the prosecution thereof; or (2) pays to the Owner the difference, not to exceed the amount of this Bond, between the amount specified in said bid and such larger amount for which the Owner may in good faith contract with another party to perform the work covered by said bid, then this obligation shall be null and void, otherwise to remain in full force and effect. The Surety hereby waives any notice of an agreement between the Owner and Contractor to extend the time in which the Owner may accept the bid. Waiver of notice by the Surety shall not apply to any extension exceeding sixty (60) days in the aggregate beyond the time for acceptance of bids specified in the bid documents, and the Owner and Contractor shall obtain the Surety's consent for an extension beyond sixty (60) days.

If this Bond is issued in connection with a subcontractor's bid to a Contractor, the term Contractor in this Bond shall be deemed to be Subcontractor and the term Owner shall be deemed to be Contractor.

When this Bond has been furnished to comply with a statutory or other legal requirement in the location of the Project, any provision in this Bond conflicting with said statutory or legal requirement shall be deemed deleted herefrom and provisions conforming to such statutory or other legal requirement shall be deemed incorporated herein. When so furnished, the intent is that this Bond shall be construed as a statutory bond and not as a common law bond.

Signed and sealed this 1st day of September, 2022.

Maura Blanco
(Witness)

TK Elevator Corporation
(Principal) *(Seal)*

By:
(Title)

Susan K. Landreth
(Witness) Susan K. Landreth

Liberty Mutual Insurance Company
(Surety) *(Seal)*

By:
(Title) Kimberly Bragg, Attorney-in-Fact

S-0054/AS 8/10

ACKNOWLEDGEMENT OF SURETY

STATE OF ILLINOIS
COUNTY OF COOK

On this 1st day of September, 2022, before me personally came Kimberly Bragg to me known, who being by so duly sworn, did depose and say that he/she is Attorney-In-Fact of

Liberty Mutual Insurance Company

the Corporation described in and which executed the foregoing instrument; that he/she knows the seal of said Corporation; that the seal affixed by authority granted to him/her in accordance with By-Laws of the said Corporation, and that he/she signed his/her name thereto by like authority.

Sarah E. Green
Notary Public, Sarah E. Green

"OFFICIAL SEAL"
SARAH E. GREEN
NOTARY PUBLIC, STATE OF ILLINOIS
MY COMMISSION EXPIRES 2/17/2024

...attorney limits the acts of those named herein, and they have no authority to bind the Company except in the manner and to the extent herein stated. Not ...ate, loan, letter of credit, bank deposit, currency rate, interest rate or residual value guarantees. For bond and/or Power of Attorney (POA) verification inquiries, please call 610-832-8240 or email HOSUR@libertymutual.com.

Liberty Mutual. SURETY

Liberty Mutual Insurance Company
The Ohio Casualty Insurance Company
West American Insurance Company

POWER OF ATTORNEY

...KNOWN ALL MEN BY THESE PRESENTS: That The Ohio Casualty Insurance Company is a corporation duly organized under the laws of the State of New Hampshire, that Liberty ...Insurance Company is a corporation duly organized under the laws of the State of Massachusetts, and West American Insurance Company is a corporation duly organized under ...the laws of the State of Indiana (herein collectively called the "Companies"), pursuant to and by authority herein set forth, does hereby name, constitute and appoint, Kimberly Bragg ...of Chicago, state of IL its true and lawful attorney-in-fact, with full power and authority hereby conferred to sign, execute and acknowledge the following ...as set forth:

Principal Name: TK Elevator Corporation

Obligee Name: City of Griffin

Surety Bond Number: Bid Bond Bond Amount: See Bond Form

IN WITNESS WHEREOF, this Power of Attorney has been subscribed by an authorized officer or official of the Companies and the corporate seals of the Companies have been affixed ...effective the 12th day of March, 2021.

The Ohio Casualty Insurance Company
Liberty Mutual Insurance Company
West American Insurance Company

By: David M. Carey
David M. Carey, Assistant Secretary

STATE OF PENNSYLVANIA ss
COUNTY OF MONTGOMERY

On this the 12th day of March, 2021, before me personally appeared David M. Carey, who acknowledged himself to be the Assistant Secretary of Liberty Mutual Insurance Company, The ...Ohio Casualty Company, and West American Insurance Company, and that he, as such, being authorized so to do, execute the foregoing instrument for the purposes therein contained ...by signing on behalf of the corporations by himself as a duly authorized officer.

IN WITNESS WHEREOF, I have hereunto subscribed my name and affixed my notarial seal at King of Prussia, Pennsylvania, on the day and year first above written.

Commonwealth of Pennsylvania - Notary Seal
Teresa Pastella, Notary Public
Montgomery County
My commission expires March 28, 2025
Commission number 1126044
Member, Pennsylvania Association of Notaries

By: Teresa Pastella
Teresa Pastella, Notary Public

This Power of Attorney is made and executed pursuant to and by authority of the following By-laws and Authorizations of Liberty Mutual Insurance Company, The Ohio Casualty Insurance Company, and West American Insurance Company which resolutions are now in full force and effect reading as follows:

ARTICLE IV – OFFICERS – Section 12. Power of Attorney. Any officer or other official of the Corporation authorized for that purpose in writing by the Chairman or the President, and ...subject to such limitation as the Chairman or the President may prescribe, shall appoint such attorneys-in-fact, as may be necessary to act in behalf of the Corporation to make, execute, ...seal, acknowledge and deliver as surety any and all undertakings, bonds, recognizances and other surety obligations. Such attorneys-in-fact, subject to the limitations set forth in their ...respective powers of attorney, shall have full power to bind the Corporation by their signature and execution of any such instruments and to attach thereto the seal of the Corporation. ...When so executed, such instruments shall be as binding as if signed by the President and attested to by the Secretary. Any power or authority granted to any representative or attorney-...in-fact under the provisions of this article may be revoked at any time by the Board, the Chairman, the President or by the officer or officers granting such power or authority.

ARTICLE XIII – Execution of Contracts – SECTION 5. Surety Bonds and Undertakings. Any officer of the Company authorized for that purpose in writing by the chairman or the president, ...and subject to such limitations as the chairman or the president may prescribe, shall appoint such attorneys-in-fact, as may be necessary to act in behalf of the Company to make, execute, ...seal, acknowledge and deliver as surety any and all undertakings, bonds, recognizances and other surety obligations. Such attorneys-in-fact subject to the limitations set forth in their ...respective powers of attorney, shall have full power to bind the Company by their signature and execution of any such instruments and to attach thereto the seal of the Company. When ...so executed such instruments shall be as binding as if signed by the president and attested by the secretary.

Certificate of Designation – The President of the Company, acting pursuant to the Bylaws of the Company, authorizes David M. Carey, Assistant Secretary to appoint such attorneys-in-...fact as may be necessary to act on behalf of the Company to make, execute, seal, acknowledge and deliver as surety any and all undertakings, bonds, recognizances and other surety ...obligations.

Authorization – By unanimous consent of the Company's Board of Directors, the Company consents that facsimile or mechanically reproduced signature of any assistant secretary of the ...Company, wherever appearing upon a certified copy of any power of attorney issued by the Company in connection with surety bonds, shall be valid and binding upon the Company with ...the same force and effect as though manually affixed.

I, Renee C. Llewellyn, the undersigned, Assistant Secretary, of Liberty Mutual Insurance Company, The Ohio Casualty Insurance Company, and West American Insurance Company ...do hereby certify that this power of attorney executed by said Companies is in full force and effect and has not been revoked.

IN TESTIMONY WHEREOF, I have hereunto set my hand and affixed the seals of said Companies this 1st day of September, 2022.

By: Renee C. Llewellyn
Renee C. Llewellyn, Assistant Secretary

DELIVER TO
Attention: Sherri Huggins - Procurement
CITY OF GRIFFIN
PROCUREMENT – 3RD FLOOR
100 S HILL STREET
PO BOX T
GRIFFIN, GA 30224

BID/PROPOSAL #: ITB 23-009

BID/PROPOSAL NAME: Elevator Modernization

DUE ON OR BEFORE: January 26, 2023 at 2:00 p.m.

Joe Lamont Reynolds - Owner

Georgia Commercial and Residential Elevator Co. LLC

475 Harris Drive, McDonough, Georgia. 30252

CONTRACTORS DUNS NUMBER: 967645388

UEI: CL9JB9A2VFS3

EIN/TIN: 33-1148736

(678) 940-4442 Office

(678) 583-6444 Fax

Lamont Reynolds Email: georgiacare@gmail.com

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RESPONSE SUBMITTAL COVER
BID #23-009
For
ELEVATOR MODERNIZATION
ONE GRIFFIN CENTER

Submitted by:

Georgia Commercial and Residential Elevator Co. LLC
475 Harris Drive, McDonough, Georgia. 30252
(678) 940-4442 Office
(678) 583-6444 Fax
Lamont Reynolds Email: georgiacare@gmail.com

Secondary Government POC
Edward Holman
Government Contracts Manager
Georgia Commercial and Residential Elevator LLC
443 Bluebird Lane
Delray Beach, FL. 33445
(561)808-8819 Office
(561)808-8819 Fax
Email edholman@gsaworldwideservices.com

Submittal Deadline:
January 26, 2023, at 2:00 P.M.

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CITY OF GRIFFIN, GEORGIA

TAX COMPLIANCE

- Supplier's Name: GEORGIA COMMERCIAL AND RESIDENTIAL ELEVATOR LLC
- Physical Location Address: 475 HARRIS DRIVE
  MCDONOUGH, GA.
- Federal Identification Number (FEI): 33-1148736
- Have you ever been registered in the State of Georgia? YES
- If so, please provide the following information, if applicable:
  - State Taxpayer Identification Number (STI): 214623365
  - Sales and Use Tax Number: _____
  - Withholding Tax Number: _____
- What type of service will you perform? ELEVATOR MODERNIZATIONS
- Will you sell any tangible personal property or goods? ONLY PROVIDED FOR THE CONTRACT
- Supplier's Affiliate's Name: SAME
  - FEI: _____
  - STI: _____
  - Sales and Use Tax Number: _____
  - Withholding Tax Number: _____

  If there is more than one affiliate, please attach a separate sheet listing the information above. NONE

- Person responsible for handling supplier's tax issues (such as the CFO, the company tax officer, etc.):
  - Name: LAMONT REYNOLDS
  - Telephone Number: 678-940-4442
  - E-mail Address: georgiacare@gmail.com

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Georgia Commercial and Residential Elevator Co. LLC
475 Harris Drive, McDonough, Georgia. 30252

NON-COLLUSION AFFIDAVIT

Georgia Commercial and Residential Elevator Co. LLC, the "Supplier" represents and warrants that such response is genuine and real and not made in the interest or on behalf of any person not therein named.

It is further warranted that the Supplier has not directly or indirectly solicited any other Supplier to put in a sham submittal, or any potential Supplier to refrain from submitting and that the Supplier has not in any manner sought by collusion to secure any advantage over any other Supplier.

By submitting a response, the Supplier represents and warrants that no official or employee of City has, in any manner, an interest directly or indirectly in the RFP or in the contract which may be made under it, or in any expected profits to arise therefrom. It is further warranted that the Supplier is independent of the City.

Submitted by: **Edward Holman GCM GA CARE LLC** Date 1/24/23

Sworn to and subscribed before me

This 24 day of Jan, 2023

Notary Public

EVELYN RENTA
MY COMMISSION # HH 087514
EXPIRES: March 6, 2025
Bonded Thru Notary Public Underwriters

My commission expires: March 6, 2025

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Griffin

STATE OF GEORGIA
CITY OF GRIFFIN

VENDOR/CONTRACTOR (*E-VERIFY*) AFFIDAVIT AND AGREEMENT

Please initial the appropriate statement for your current and future business relations with the City of Griffin, sign and have notarized if applicable (one must be initialed):

A) ____ My company provides products only for the City (no physical labor or services).

B) ____ I am a sole proprietor and have no employees.

C) ____ My company is providing labor or services on a one-time basis that amounts to under $2,500.00.

D) ____ My company provides labor or services to the City and I have supplied the EV number below (notarization below is required).

Edward Holman — Edward Holman — 01/02/2023

BY: Authorized Officer or Agent *Printed Name* *Date*

Georgia Commercial & Residential Elevator LLC — Government Contracts Mgr

Company / Contractor Name *Title of Authorized Officer or Agent of Contractor*

While the City requests a signed affidavit from every vendor, only those that provide labor or services that could amount to $2,500 or more to the City (item D above) MUST supply the actual E-Verify number issued by Homeland Security and have this affidavit notarized.

****

NOTARIZATION REQUIRED FOR E-VERIFY NUMBER SUBMISSIONS:

COMES NOW before me, the undersigned officer duly authorized to administer oaths, the undersigned contractor, who, after being duly sworn, states as follows:

By executing this affidavit, the undersigned contractor verifies its compliance with O.C.G.A. § 13-10-91 and Georgia Department of Labor Rule 300-10-1-.02, stating affirmatively that the individual, firm, or corporation which is contracting with the City has registered with and is participating in a federal work authorization program in accordance with the applicability provisions and deadlines established in O.C.G.A. § 13-10-91 and Georgia Department of Labor Rule 300-10-1-.02. Furthermore, the undersigned contractor will continue to use the federal work authorization program throughout the contract period.

The undersigned contractor further agrees that, should it employ or contract with any subcontractor(s) in connection with the physical performance of services pursuant to the contract with the City of Griffin, Georgia, of which this affidavit is a part, the undersigned contractor will secure from such subcontractor(s) similar verification of compliance with O.C.G.A. § 13-10-91 and Georgia Department of Labor Rule 300-10-1-.02 through the subcontractor's execution of the subcontractor affidavit required by Georgia Department of Labor Rule 300-10-1-.08 or a substantially similar subcontractor affidavit. The undersigned contractor further agrees to maintain records of such compliance and provide a copy of each such verification to the City at the time the subcontractor(s) is retained to perform such service.

448311

EEV / (*E-Verify # issued by Homeland Security IF checked above*)

NOTARY PUBLIC STATE OF FLORIDA
EVELYN RENTA
MY COMMISSION # HH 087514
EXPIRES: March 6, 2025
Bonded Thru Notary Public Underwriters

Sworn to and subscribed before me

This 3 day of Jan, 2023

Notary Public _____

My commission expires: 3/6/2025

* Any of the electronic verification of work authorization programs operated by the United States Department of Homeland Security or any equivalent federal work authorization program operated by the United States Department of Homeland Security to verify information of newly hired employees, pursuant to the Immigration Reform and Control Act of 1986 (!RCA), P.L. 99-603. As of the effective date of O.C.G.A. § 13-10-91, the applicable federal work authorization program is the "EEV *I* Basic Pilot Program" operated by the U.S. Citizenship and Immigration Services Bureau of the U.S. Department of Homeland Security, in conjunction with the Social Security Administration (SSA).

Georgia Commercial and Residential Elevator Co. LLC
475 Harris Drive, McDonough, Georgia. 30252

City Of Griffin
100 S Hill Street
Griffin, GA 30224

January 20,2023

Dear Mariza Eller.

I am Joe "Lamont" Reynolds, President and Senior Elevator Engineer for Georgia Commercial and Residential Elevator (Georgia CARE). I have 38 years of experience inclusive to elevator installation, moderation services for all makes and models of older elevator systems. I also serve as the Project Manager (PM) for the contractor facilities investments, maintenance oversite for full elevator moderation services contracts.

Our elevator technicians are certified and licensed through NAEC / CET / QEI certification programs that meet the ASME A17.1 guideline.

Georgia CARE LLC was vetted by the GSA in 2015 and holds GSA Schedule GS21F-087-AA /, Sins 561210FAC for Elevator Services and Repairs, Inspections, Ancillary Supplies and Services. The Company is into Option Year 2 for the GSA Contract years: 2023-2028.The Company can be found on GSA Advantage. We are fully registered as a Limited Liability Corporation in the State of Georgia.

The Company has maintained a steady record of earnings growth and is financially strong with a high credit rating. Significant financial resources are available to support and maintain maximum quality on every elevator contract under our operations and management. Georgia CARE has the financial capability to support all capital projects.

Georgia CARE has a solid proven history with Government customers including the USAF who have full satisfaction of our work and job performance.

Thank you for your consideration for our contract proposal review towards award.

Respectfully Submitted,

JLReynolds

Joe Lamont Reynolds
President, Georgia CARE

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Prepared for
CITY OF GRIFFIN, GEORGIA
Elevator Modernization
One Griffin Center
BID #23-009

Georgia Commercial and Residential Elevator Co. LLC
475 Harris Drive, McDonough, Georgia. 30252

PRICE PROPOSAL SECTION 1

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Georgia Commercial and Residential Elevator Co. LLC
475 Harris Drive, McDonough, Georgia. 30252

The Contractor hereby offers to provide all engineering, labor, materials, transportation, services, and equipment necessary and incidental to properly execute required work of within the SOW the Contract Documents :

TOTAL FOR 2 ELEVATORS
$520,000.00

Item: 1 Modernize Passenger Elevator: Elevator A $260,000.00

Item: 2 Modernize Passenger Elevator: Elevator B $260,000.00

Option 1 Replace all doors $ $35,000.00

OPTION 1 WILL BE ADDED TO THE BASE PRICE IF ACCEPTED

(SOV) Schedule of Values and Gantt Chart are located at the end of this proposal

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TECHNICAL SECTION 2

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Georgia Commercial & Residential Elevator LLC (GACARE) pricing is submitted based solely on the Specifications provided in the SOW supporting BID #23-009. One Griffin Center at 100 S. Hill Street, Griffin, Georgia 30223.

GACARE will provide all qualified CET Elevator personnel as mandatory in the SOW PWS to perform all required demolition, removal, construction, technical support, supervision, and elevator equipment to complete all work required under this contract as specified associated with the approved design, drawings, and specifications. This will also include the following:

1. Project coordination and supervision.
2. Obtaining all elevator equipment and full installation as specified.
3. Coordination of all or any if required subcontractor activities.
4. Final as-built documents, operational manuals, and warranty certifications.

GCARE Licensed Technicians are approved through the National Association of Elevator Contractors (NAEC) as (CET) Certified Elevator Technicians and (QEI) Qualified Elevator Inspectors. Elevator Apprentices participate in the (CET) Training Program.

ELEVATOR MODERNIZATION SERVICES

Georgia Commercial and Residential Elevator (GACARE) has performed elevator modification services for Government and Civilian Contracts with same requirements as presented in the in the SOW for Solicitation / Project # ITB 23-008.

All project management services supervision of construction operations from contract award to contract closeout are done internally at GACARE. Our highly rated past performance reflects full project finalization that did not require oversite or additional costs by any (GC) General Contractor.

Modernization of elevator equipment is based on a review of existing elevator operating systems. In addition to the assessment performed by Georgia CARE LLC. the company will design and provide all necessary demolition, construction, technical support, supervision, and equipment to complete all work required.

After contract award the (PM) Project Manager and (SSO) Site Safety Officer will Coordinate a Site Visit to organize and consolidate all critical design features required for submission documents presentations.

These teams will visually inspect all supplied elevator blueprints by the Griffin Contracting Authority against the current layouts of the buildings elevator systems.

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- Pull wires inside the hoistway and Connect to fire control panel.
- Cleaning, painting hoistway steel and elevator components as needed
- Pre-adjusting
- Adjusting, Quality Assurance process
- Pre-testing with Punch Card Notations
- Correcting Punch Card Deficiencies
- Testing Break in
- 3rd Party Inspection
- Certificate of Occupancy
- Training to Facilities Personnel
- Contract Close out
- Elevator Turn over

FINAL TESTING

Elevator Technicians will oversee testing operations for each elevator insuring there are no faults or service interruption Each Elevator will comply with contract requirements and all applicable Georgia State and Federal Building and Safety Codes.

GACARE will provide continuous monitoring during the test period by a technician knowledgeable and capable of placing the elevator back in service should a fault or other incident take the elevator out of service.

The projects schedule a test period of not less than 2 days of 4 hours or directed by the Contracting Authority of continuous operation for each elevator without a fault or interruption in each elevator's performance.

The sequences will be as random as possible with stops and starts at each level and runs to random levels. The car will be operated empty and loaded with at least five hundred pounds of test weights for approximately 50% of the time

During the last 4 hours of the second period of operation, one person will ride the elevator being evaluated and manually push the call buttons and another person will observe the diagnostics at the controller.

If the elevator being evaluated should experience a problem, the entire test period will begin again after the problem has been diagnosed and corrected.

GACARE will utilize the National Elevator Inspection Service (NEIS) or other third party to examine and inspect the entire elevator refurbishment prior to final acceptance of the project.

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CERTIFICATE OF OCCUPANCY

GACARE will obtain a Certificate of Occupancy or Use from the Georgia State Elevator Inspection Agency as may be appropriate and submit to the Facilities Superintendent.

PROJECT CLOSE OUT

The owner and contractor will have a pre-final inspection. This allows the contractor to address any minor deficiencies from a visual inspection and make the corrections before the final inspection. This is done usually with the Client Building Inspector, and Project Manager.

GACARE will prepare a manual that will include an index, copies of all approved if any shop drawings and submittal materials (updated to as built), and a complete parts list of all components. Also include, for each item, the manufacturer's name, the serial number of the part, an ordering number, if appropriate, and a physical description of the part.

- Provide clear design documents and submit to CO
- Provide specifications for all materials to be used in the project.
- Comply with all Design Build / Architectural requirements prescribed by all applicable codes
- Comply with all Elevator systems structural requirements prescribed by all applicable codes
- Provide: 1 Electronic File, To the CO with 4 Hard Copies with Final Design Submission.
- 4 Full size sets, with 1 Electronic File (including drawings, specifications, final shop drawing/product data)

GACARE will furnish to the Contracting Authority any special tools, software, required to adjust, diagnose, change, edit, any of the operating parameters. This will include any specialized electronic tools, devices, and instruments.

Not less than seven (7) calendar days prior to the final acceptance testing of the entire system, and for use during the instruction period hereinafter specified, provide four (4) bound copies of an Operation and Maintenance Manual to the Facilities Manager.

The contractor will provide manufacturer's certificate of warranty stating the beginning and ending dates of the period of warranty coverage.

Our Manufacturers are ATA Compliant guarantee that each piece of equipment will have a capacity or performance of not less than that specified when the equipment is operating under specified design conditions.

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WARRANTY.

GA CARE provides full warranty of all parts and labor for any installed elevator equipment on this contract. Each product, material, accessory etc. supplied on this project will be of American manufacture and will have a successful in service period of at least 2 years without modification or redesign.

All products installed on this project will also be covered by manufacturers' warranty period. A description of each item and warranty of that item will be supplied it text at the Close Out and final acceptance of a completed project

We have immediate service technicians to assist with any elevator problem.

SUBCONTRACTOR MANAGEMENT

GCARE provides Subcontracting opportunities for businesses that can support the Company outside of the elevator modifications. Work by others on this Contract may include HVAC, Electrical, Plumbing, Fire Alarm, Painting, Welding, and Coordinated Crane Services if needed.

When required, GACARE provides full teaming agreements with Small Businesses. These support Companies are derived from Service Disabled Veterans, Minority Disadvantaged, Woman Owned and Veteran Owned businesses.

Our 2022 Small Business plan is certified by the SBA and is on file.

LABOR COMPLIANCE

Mechanics will be paid not less than the appropriate wage rate and fringe benefits in the Wage Determination for the classification of work performed, without regard to skill, except as provided in the clause(s) entitled Apprentices and Trainees.

Personnel performing work in more than one classification may be compensated at the rate specified for each classification for the time worked therein.

The employer's payroll records will be accurately set forth with the time spent in each classification in which work is performed. WHD reports will be made weekly.

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E-VERIFIED

Our employees and subcontractor personnel are E-Verified supporting the Federal Acquisition Regulation (FAR) rule requiring federal contractors to use E-Verify. GACARE complies and electronically verifies the employment eligibility of all employees working under any State, Federal, and DOD contracts.

GACARE vets their contractors that will support the contract assuring the company has proper workforce and resources to complete their assigned tasks. The PM sets schedules for various subcontractor work weeks ahead allowing the subcontractor time to mobilize with their personnel and materials.

GACARE has not had a subcontractor dismissed for nonperformance. If, however, a subcontractor cannot perform the services the PM will know ahead of schedule that the Subcontractor will be replaced.

TRAINING

GACARE will provide a factory approved training class for all required personnel. A training sign-in attendance list will be returned to the Facilities Manager.

O & M manuals will be delivered prior to this training and will be included in the training. Personnel will be instructed on how to reset the controller in the event of an automatic shutdown, how to program the emergency telephone to call a different or additional numbers and the proper procedure to open the hoistway and car doors.

SAFETY

GACARE will have assigned management teams who oversee all aspects of on-going contract operations with direct communications to all site Project Managers.

The Company will provide clearly visible warning and directions signs, barricades, temporary lighting, overhead protection, and hazard-free walking surfaces throughout public areas. At all times, special attention must be given to building entrances, exits, and proper safe exiting through work areas as required by law.

Daily safety meetings are attended and open to all contract managers and required personnel of the project with formations on site.

Working on tall buildings and towers GACARE employees comply with the mandatory eye and head protection and adhere to the 4-foot fall protection requirements and all other nationally recognized organization and other regulatory requirements.

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The (SSO) Site Safety Officer will conduct a detailed outline of the building with all associated concerns identified for project development. This report will be submitted to the Griffin Contracting Authority and any other identified stakeholders for review.

DESIGN AND QUALITY CONTROL

At GACARE, our Project, Design and Quality Control Managers will collaborate directly with the Griffin Project Managers and assigned Site Contracting Officers.

As Built drawings will show the complete design of elevator cars, electrical wiring and controller system power supply, all utility and vital systems including Fire Alarm, Fire Suppression, and Security Alarm Systems. Drawings will also reference complete and accurate descriptions of specific elevator equipment systems that will be installed.

GACARE provides detailed drawings showing routings, material types, installation and anchoring methods, component sizes, mounting methods, spacing, interface with existing systems, wiring and electrical systems, and all other details associated with each vertical transportation system installation.

The Company certifies any blueprint red line drawings when required using various Engineering Firms who are Engineering Architects in the State where the job is performed. These Engineering Firms provide full and concise reviews of all drawings and will certify by stamping all re-submitted drawings, or blueprints prior to submission to the Griffin Contracting Authority for approval.

In the event of any conflicts, ambiguities or discrepancies among the Contract Documents, the precedence in resolving such conflicts, ambiguities, or discrepancies will be offered as follows:

- Special Provisions will govern over General Conditions, and Technical Specifications.
- General Conditions will govern over, Technical Specifications, and Plans.
- The Contracting Officer of the Griffin Contracting Authority will govern over Technical Specifications and Plans.
- Technical Specifications will govern over Plans and over Standard Specifications and over standards for testing and materials.
- Drawings take precedence over specifications as to quantity and location.
- Specifications take precedence over Drawings as to quality of materials and workmanship.
- Plans will govern over Standard Specifications, Standards For Testing and materials.
- On the Plans, calculated or figured dimensions will govern over scaled dimensions.

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Subject to the foregoing provisions of all paragraphs, the more stringent requirements will apply in the event any conflicts cannot be resolved by applying the order of precedence.

As required, the submitted as "built drawings" will be supplied for full review inclusive to all or any changes made. The Contracting Authorities design team will be able to review and authorize all submissions.

Elevator system design goals for any success of any project depend on listening and discussing shared values. Any specifying requirements of an elevator design fabrication for any building or house GACARE Engineers can discuss with the client the technical characteristics of any installed elevator system product.

EQUIPTMENT PRODUCT SUBISSIONS

Georgia CARE's submissions of product data, review of the submittals, ordering and delivery of materials are requested to not be included in the total beginning Period of Performance (POP).

Please Note ** Custom elevator parts fabrication time from receipt of all approvals with a fully ratified contract for Material Release to purchase can take up to 12 Weeks.*

Required Forms will be properly completed, coordinated, prior to any ordering of component parts after contract award. After all materials and component product submittals, will be approved by the Contracting Authority. Georgia CARE will purchase the approved equipment represented in the submittals and all other necessary equipment, materials, accessories, hardware, tools, to complete the project.

KICK OFF MEETING POST COMMENCEMENT

The GACARE PM will determine critical tasks and prepare a project plan 14 days after contract award for each of the tasks. These task specifications will be discussed at the kickoff meeting upon award. As noted in the SOW the work performance schedule will be discussed with the Contracting Authority and submitted in a joint effort at that time.

All meeting minutes within be distributed via email within three working days.

- Introduction of Georgia CARE's site Management Personnel and Sub-Contractor Management Personnel.
- Kick Off meeting agenda workbook for project management and site work schedules. This includes Gant Charts and Statement of Values.
- Elevators Specifications Presentations.
- Demolition and Reconstruction.

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- Recycled Recovery Materials.
- MSDS Submissions.
- Quality Control Plan.
- Site Safety Plan.
- Fall Protection Plan.
- Sub-Contractor Plan.
- Permits and Fees.
- Open discussion and changes to submitted construction work schedule.
- Site Storage Areas for materials and tools.
- Required permits such as Work Clearance, Emissions Permit, Waste Disposal.
- Personnel security entry control procedures.
- Employee Access List (EAL)

GANTT PROGRESS CHARTS

The Gantt progress chart indicates appropriately the percentage of work scheduled for completion by any given date during the period. The PM will monitor and record any problems, their causes, and solutions with the current operations of the elevator modifications. Major adjustments to the Gantt Chart will be redistributed as required.

The PM will supply three (3) copies of a progress schedule showing the order to perform the work with dates GACARE contemplates starting and completing the several key features of the Vertical Transportation Systems removal and installation to completion of work.

The Georgia CARE LLC 's Project Manager (PM) and Site Supervisor (SS) will combine forces to regularly update, Contract Progress Reports (CPR) as required by the Contracting Authority.

CHANGE ORDERS

If a change order or modification is announced by the Contracting Authority the Company's PM would identify all areas affected by an associated change in the (SOW) Statement of Work. GCARE 's PM will coordinate and provide communication to all subcontractors and Prime Stake Holders the identified project addition or deletion.

Notification of receipt from all Company's Project Managers by email or as defined keeping the Contracting Authority abreast of the current work scheduling.

Georgia CARE LLC will provide a response with a proper documented proposal for that change order inclusive to design documents, parts, labor, and any other associated costs.

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Subcontractors if they are affected as to any time delays will have the knowledge of that change order affect. These subcontractors will have time to respond if it does affect their scheduled work. notification of (lead time) of that Change Order.

GACARE Design Team Managers will resolve any issues identifying potential project delays into the project period of those changes.

Per the SOW, Modernize the elevator equipment for (2) traction elevators located at One Griffin Center at 100 S. Hill Street, Griffin, Georgia 30223.

Contractor will replace all major component to include the following items:

1. New non-proprietary traction controller.
2. New non-proprietary logic controller.
3. New signal fixtures; new hall fixtures at all landings and new EUD boxes at every floor and new pull door straps.
4. New wiring.
5. New fourth floor door and refurbish the remainder. Please also include pricing for all new doors as a price alternate.
6. New door operator: the Hoistway elevator door frames will remain. New Hoistway and car side door equipment should be considered.
7. New motor/machine.
8. Refurbish car enclosure; furnish new cab panels, LED lit ceiling and flooring, new 3D door edges.
9. Retain power supply.
10. Retain entrances.
11. Keep existing capacity.
12. New pit equipment

Project Schedule Outline
Modernize the elevator equipment for (2) traction elevators.

- Site preparation & hoistway screening
- Install gearless traction machine
- install rope gripper
- Replace sheaves
- Install controller and machine room wiring
- Install hoist ropes
- Replace speed governor and rope
- Start up new controller
- Replace door equipment
- Re-align rails and replace roller guides
- Install new comp chain and buffers
- Cab alteration + install new fixtures as presented in SOW
- Replace hoistway wiring

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In addition, this is an effective means for ensuring the physical well-being of the client and the protection of property. These rules and guidelines have become a part of every Company's contract services Safety program.

As a secondary protection against risks of fall elevator shaft fall arresting systems will be provided, properly maintained, and used by all parties concerned. All workers, including other trade workers, if any, will be provided with suitable safety harnesses when they are required to work inside at height within the elevator shaft.

GACARE personnel are also looking for any personnel not assigned to the daily work schedule that may stray or enter the project area. All personnel who would be at risk will be immediately escorted out of the site construction area. Proper communications to the SSO as to the unauthorized person(s) are reported and the person(s) will be detained outside the project area for resolve by the proper authority.

GACARE will take necessary precautions for the health and safety of all employees and fully comply with applicable provisions of all sections of 29 CFR 1926-OSHA Construction Industry Safety and Health Standards, 29 CFR 1910-OSHA General Industry Safety and Health Standards, National Fire Protection Association codes, and all standards or codes referred within the listed documents and any other applicable standards.

Our Quality and Safety Team managers make Georgia CARE one of the safest companies with site performance and site safety. Site Team Members are always observing for safety hazards. They are ready to identify and impose response actions for immediate correction

Job Specific Elements for the Elevator modifications at One Griffin Center include:

- Hazard Communication Standard 29 CFR 1910.1200
- Housekeeping 29 CFR 1910.22and/or 29 CFR 1926.25
- Hand and Power Tools 29 CFR 1926 Subpart I
- Mechanized Equipment-29 CFR 1926 Subpart O
- Trenching and Shoring-29 CFR 1926 Subpart P
- Traffic Control-29 CFR 1926 Subpart O
- Fall Protection-29 CFR 1926 Subpart M and/or 29 CFR 1926 Subpart X
- PPE-29 CFR 1910 Subpart Lock-out/ Tag-out-29 CFR 1910.147
- Hot Work-29 CFR 1910 Subpart Q
- Environmental-29 CFR 1910 Subpart J
- Occupational Health-29 CFR 1910 Subpart K

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We provide additional classes and Yearly Training Courses along with our Company Policies and Procedures that include:

- Sexual Harassment
- First Aid
- Client Communication abilities
- Working on Military/Government/State Sites and Facilities
- Military/ State Government protocol
- Military/State Government site safety and compliance
- Site Safety Meeting Compliance
- OSHA 30 Certification
- Fall Protection
- Scaffold Safety
- Ladder Safety
- Hazard Communication
- Housekeeping
- Lock Out/ Tag Out

CONSTRUCTION AREA LIMITS

The limits of construction material storage areas, staging, trailers equipment storage areas, parking areas, and other areas as required by GACARE personnel will be identified and approved by the Site Facilities Safety Officer.

CONSTRUCTION AREA: DELIVERY /DEMO/SCRAP RECOVERY.

GACARE will provide notification and request written approval response 3 days prior to any delivery or demolition operation. Any conduit, wire, elevator equipment, structural supports or other fittings associated with equipment or devices to be removed under this contract will be disposed of by GACARE within the firm fixed price of the contract

The Contractor will comply with all applicable Federal, State, Regulations, and Installation Regulations concerning environmental pollution control and abatement, management of air quality.

All material orders for delivery or trucks requested for demolition recovery transportation offsite will use the designated site delivery address and gate access as specified by the Facilities Security Officer.

All elevator parts needed for that weeks or day production on site will be sent directly to a pre-designated staging area in the vicinity of the Facility.

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Proper times will be at low traffic flow hours. Delivery times may vary as to the size of the inbound load, length of the commercial vehicle, offloading if required on public streets to site area(s) will be taken in consideration

Pedestrian areas will be blocked and roped off with properly designated warning signage placed in full view where required. We will provide site security directing pedestrians from any operations to a safe area for passage during any demolition scrap recovery.

Forklift operations will cease if any personnel come into the site loading/unloading area beyond the areas designated Safe Zone.

At no time will trucks be placed to impeded traffic or emergency response vehicles.

All equipment removed as defined in the SOW will be tagged and properly logged for inspection. Parts will be placed in the designated site staging area for removal as authorized by the Site Security Officer.

The removal of any State Government property from this site will approved and authorized in writing by the designated signature authority before loading any State Government property onto any outbound transportation carriers.

All loads will be disposed of in accordance with Georgia State Laws. One certified copy of delivery to the proper registered disposal site will be provided to the Contracting Authority for proper recording.

All notification of deliveries or start up demolition requiring removal trucks will be done in accordance with the Site Security policies.

Delivery and recovery scrap vehicles will exit the assigned building loading area immediately after securing all equipment. Drivers will inspect all scrap metal recovery loads for proper securement prior to leaving the site area as delegated by the (FMCSR) Federal Motor Carrier Safety Regulations.

GACARE will provide supervision and clean-up of any debris deposited along any area of the loading site during the demolition.

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Georgia Commercial &
Residential Elevator LLC
475 Harris Dr.
McDonough, GA. 30252

CONTRACT NO : SAMPLE SOV

ITB 23-008 Elevator Modernization
One Griffin Center

Application Number: 000
Application Date: 00/00/00
Period From: 00/00/00
To: 00/00/00

Edward Holman CGCM GA CARE LLC Phone : 561-808-8819

A	B	C	D	E	F	G		H	I
CLIN Item No.	DESCRIPTION OF WORK	SCHEDULED VALUE	WORK COMPLETED		STORED MATERIALS	TOTAL COMPLETED AND STORED TO DATE (D+E+F)	% G/C	BALANCE TO FINISH (C-G)	RETAINAGE 0% Total
			Previous Applications (D + E)	Work In Place This Period					
001AA	LABOR ELEVATOR #1					$0.00	0%	$0.00	$0.00
002AA	ELEVATOR PARTS #1					$0.00	0%	$0.00	$0.00
003AA	LABOR ELEVATOR #2					$0.00	0%	$0.00	$0.00
004AA	ELEVATOR PARTS #2					$0.00	0%	$0.00	$0.00
005AA	BID BOND					$0.00	0%	$0.00	$0.00
006AA	MOBILIZATION SITE					$0.00	0%	$0.00	$0.00
006AA	GENERAL CONDITIONS					$0.00	0%	$0.00	$0.00
						$0.00	0%	$0.00	$0.00
						$0.00	0%	$0.00	$0.00
						$0.00	0%	$0.00	$0.00
						$0.00	0%	$0.00	$0.00
						$0.00	0%	$0.00	$0.00
						$0.00	0%	$0.00	$0.00
						$0.00	0%	$0.00	$0.00
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						$0.00	0%	$0.00	$0.00
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						$0.00	0%	$0.00	$0.00
						$0.00	0%	$0.00	$0.00
						$0.00	0%	$0.00	$0.00
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						$0.00	0%	$0.00	$0.00
						$0.00	0%	$0.00	$0.00
						$0.00	0%	$0.00	$0.00
						$0.00	0%	$0.00	$0.00
						$0.00	0%	$0.00	$0.00
						$0.00	0%	$0.00	$0.00
						$0.00	0%	$0.00	$0.00
	Total Cost ---->>>>>>>>>>>>	$0.00	$0.00	$0.00	$0.00	$0.00	#DIV/0!	$0.00	$0.00

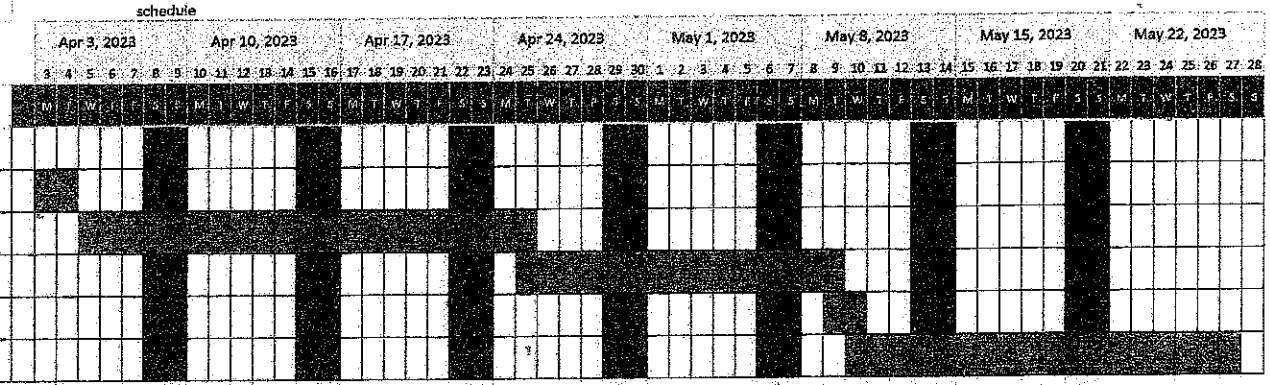
GRIFFIN GA.

Georgia Commercial and Residential Elevator Co. LLC
475 Harris Drive, McDonough, Georgia. 30252

Project Start: Mon, 4/3/2023

Display Week: 1

Lead Time can be adjusted to schedule



Phase 1 PROJECT START UP				
Contract Award	GRIFFIN		4/3/23	4/4/23
Submittaials	GACARE		4/5/23	4/25/23
Approvials	GRIFFIN		4/25/23	5/9/23
Approvials Review Discussions	GRIFFIN / GACARE		5/9/23	5/10/23
Lead time 45 Days for equiptment ordering	WAITING FOR PARTS		5/10/23	7/9/23
Phase 2 Title Project Comencment				
Kickoff Meeting	GRIFFIN GACARE		7/9/23	7/10/23
Mobolization	GACARE		7/12/23	7/17/23
Site preparation & hoistway screening	GACARE		7/18/23	7/21/23
ELEVATOR 1				
Demolition /Removal of old Machinery Elevator 1	GACARE		7/21/23	7/23/23
Install gearless traction machine	GACARE		7/22/23	8/1/23
install rope gripper	GACARE		8/1/23	8/11/23
Replace sheaves	GACARE		8/1/23	8/11/23
Install controller and machine room wiring	GACARE		8/1/23	8/11/23
Install hoist ropes	GACARE		8/1/23	8/11/23
Replace speed governor and rope	GACARE		8/1/23	8/11/23
Start up new controller	GACARE		8/12/23	8/12/23
Install new comp chain and buffers	GACARE		8/13/23	8/13/23
Replace hoistway wiring	GACARE		8/14/23	8/20/23
Pull wires inside the hoistway and Connect	GACARE		8/19/23	8/24/23
Pre-adjusting	GACARE		8/25/23	8/27/23
Adjusting, Quality Assurance process	GACARE		8/28/23	8/30/23

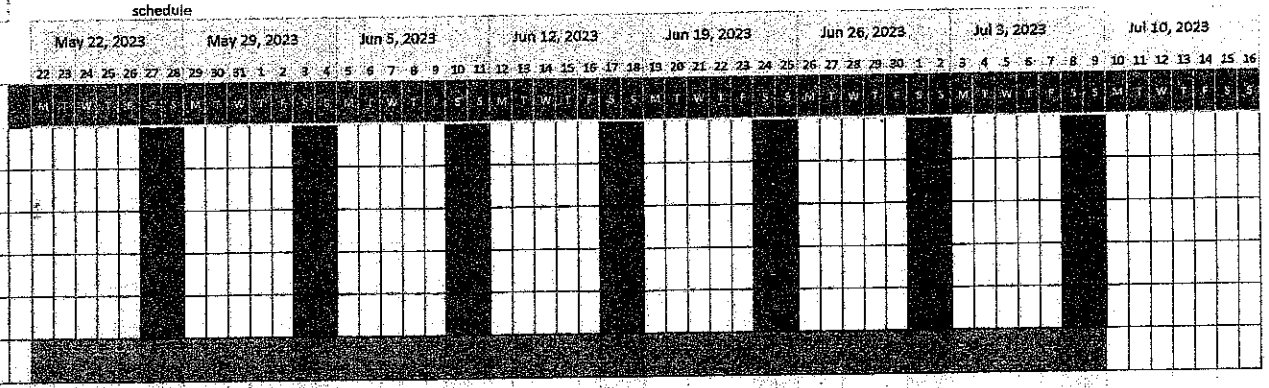
GRIFFIN GA.

Georgia Commercial and Residential Elevator Co. LLC
475 Harris Drive, McDonough, Georgia. 30252

Project Start: Mon, 4/3/2023

Display Week: 8

Lead Time can be adjusted to schedule



Phase 1 PROJECT START UP				
Contract Award	GRIFFIN		4/3/23	4/4/23
Submittaials	GACARE		4/5/23	4/25/23
Approvials	GRIFFIN		4/25/23	5/9/23
Approvials Review Discussions	GRIFFIN / GACARE		5/9/23	5/10/23
Lead time 45 Days for equiptment ordering	WAITING FOR PARTS		5/10/23	7/9/23
Phase 2 Title Project Comencment				
Kickoff Meeting	GRIFFIN GACARE		7/9/23	7/10/23
Mobolization	GACARE		7/12/23	7/17/23
Site preparation & hoistway screening	GACARE		7/18/23	7/21/23
ELEVATOR 1				
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Replace sheaves	GACARE		8/1/23	8/11/23
Install controller and machine room wiring	GACARE		8/1/23	8/11/23
Install hoist ropes	GACARE		8/1/23	8/11/23
Replace speed governor and rope	GACARE		8/1/23	8/11/23
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Install new comp chain and buffers	GACARE		8/13/23	8/13/23
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Pull wires inside the hoistway and Connect	GACARE		8/19/23	8/24/23
Pre-adjusting	GACARE		8/25/23	8/27/23
Adjusting, Quality Assurance process	GACARE		8/28/23	8/30/23

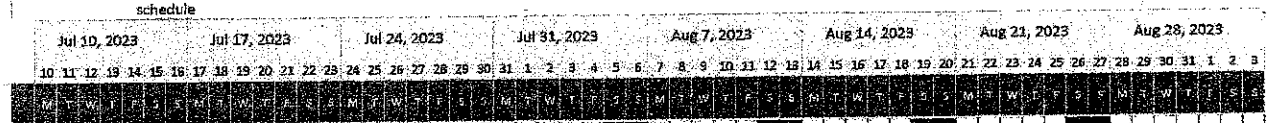
GRIFFIN GA.

Georgia Commercial and Residential Elevator Co. LLC
475 Harris Drive, McDonough, Georgia. 30252

Project Start: Mon, 4/3/2023

Display Week: 15

Lead Time can be adjusted to schedule



Phase 1 PROJECT START UP				
Contract Award	GRIFFIN		4/3/23	4/4/23
Submittaials	GACARE		4/5/23	4/25/23
Approvials	GRIFFIN		4/25/23	5/9/23
Approvials Review Discussions	GRIFFIN / GACARE		5/9/23	5/10/23
Lead time 45 Days for equiptment ordering	WAITING FOR PARTS		5/10/23	7/9/23
Phase 2 Title Project Comencment				
Kickoff Meeting	GRIFFIN GACARE		7/9/23	7/10/23
Mobolization	GACARE		7/12/23	7/17/23
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Install rope gripper	GACARE		8/1/23	8/11/23
Replace sheaves	GACARE		8/1/23	8/11/23
Install controller and machine room wiring	GACARE		8/1/23	8/11/23
Install hoist ropes	GACARE		8/1/23	8/11/23
Replace speed governor and rope	GACARE		8/1/23	8/11/23
Start up new controller	GACARE		8/12/23	8/12/23
Install new comp chain and buffers	GACARE		8/13/23	8/13/23
Replace hoistway wiring	GACARE		8/14/23	8/20/23
Pull wires inside the hoistway and Connect	GACARE		8/19/23	8/24/23
Pre-adjusting	GACARE		8/25/23	8/27/23
Adjusting, Quality Assurance process	GACARE		8/28/23	8/30/23

Display Week: 22

Aug 28, 2023 | Sep 4, 2023 | Sep 11, 2023 | Sep 18, 2023 | Sep 25, 2023 | Oct 2, 2023 | Oct 9, 2023 | Oct 16, 2023

28 29 30 31 1 2 3 4 5 6 7 8 9 10 11 12 13 14 15 16 17 18 19 20 21 22 23 24 25 26 27 28 29 30 1 2 3 4 5 6 7 8 9 10 11 12 13 14 15 16 17 18 19 20 21 22

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ELEVATOR 2

Demolition /Removal of old Machinery	GACARE		9/1/23	9/3/23
Install gearless traction machine	GACARE		9/3/23	9/13/23
Install rope gripper	GACARE		9/14/23	9/24/23
Replace sheaves	GACARE		9/14/23	9/24/23
Install controller and machine room wiring	GACARE		9/14/23	9/24/23
Install hoist ropes	GACARE		9/14/23	9/24/23
Replace speed governor and rope	GACARE		9/14/23	9/24/23
Start up new controller	GACARE		9/14/23	9/24/23
Install new comp chain and buffers	GACARE		9/14/23	9/24/23
Replace hoistway wiring	GACARE		9/14/23	9/24/23
Pull wires inside the hoistway and Connect	GACARE		9/14/23	9/24/23
Pre-adjusting	GACARE		9/25/23	9/27/23
Adjusting, Quality Assurance process	GACARE		9/27/23	9/29/23
Replace door equipment	GACARE		9/29/23	10/4/23
Re-align rails and replace roller guides	GACARE		10/4/23	10/6/23
Cab alteration + install new fixtures as	GACARE		10/6/23	10/16/23
Cleaning, painting hoistway steel and	GACARE		10/16/23	10/18/23
Pre-testing with Punch Card Notations	GACARE		10/18/23	10/20/23
Correcting Punch Card Deficiencies	GACARE		10/20/23	10/22/23
Testing Break in	GACARE		10/22/23	10/24/23
3rd Party Inspection	GACARE		10/24/23	10/26/23
Certificate of Occupancy	GACARE		10/26/23	10/26/23
Training to Facilities Personnel	GACARE		10/28/23	10/28/23
Contract Close out	GACARE		10/31/23	11/2/23
Elevator Turn over	GACARE		11/2/23	11/2/23

Display Week: 29

Oct 16, 2023 | Oct 23, 2023 | Oct 30, 2023 | Nov 6, 2023 | Nov 13, 2023 | Nov 20, 2023 | Nov 27, 2023 | Dec 4, 2023

16 17 18 19 20 21 22 23 24 25 26 27 28 29 30 31 1 2 3 4 5 6 7 8 9 10 11 12 13 14 15 16 17 18 19 20 21 22 23 24 25 26 27 28 29 30 1 2 3 4 5 6 7 8 9 10

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ELEVATOR 2

Demolition /Removal of old Machinery	GACARE		9/1/23	9/3/23
Install gearless traction machine	GACARE		9/3/23	9/13/23
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Correcting Punch Card Deficiencies	GACARE		10/20/23	10/22/23
Testing Break in	GACARE		10/22/23	10/24/23
3rd Party Inspection	GACARE		10/24/23	10/26/23
Certificate of Occupancy	GACARE		10/26/23	10/26/23
Training to Facilities Personnel	GACARE		10/28/23	10/28/23
Contract Close out	GACARE		10/31/23	11/2/23
Elevator Turn over	GACARE		11/2/23	11/2/23

Prepared for
CITY OF GRIFFIN, GEORGIA
Elevator Modernization
One Griffin Center
BID #23-009

Georgia Commercial and Residential Elevator Co. LLC
475 Harris Drive, McDonough, Georgia. 30252

PAST PROJECT EXPERIENCE SECTION 3

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GACARE meets and exceeds "similar projects performed" reflective to successful elevator upgrades/modernizations with projects in the past three years. GACARE has also provided CPARS from Government contracts.

Services presented under this contract will comply with:

- American Society of Mechanical Engineers (ASME) Safety Codes for Elevators and Escalators (ASME A17.1)
- ANSI/ASME A17.2-2010, Guide for Inspection of Elevators, Escalators, and Moving Walks (applicable to equipment)
- A17.3-2011, Safety Codes for Existing Elevators and Escalators (applicable to equipment),
- National Fire Protection Association Standards (NFPA 70)
- Unified Facilities Criteria (UFC) 3-600-01, (UFC) 3-520-01, (UFC) 1-200-01
- General Building Requirements Fire Protection Engineering for Facilities Comply with all ASME A17.1/CSA B44, Part 8.4 seismic zone requirements.
- Georgia Occupational Safety & Health
- National Electrical Code, with Georgia Amendments State Accessibility Codes (ADA Compliance)
- Rules and Regulations of the Georgia Safety Fire Commissioner
- General Building Requirements Fire Protection Engineering for Facilities Comply with all ASME A17.1/CSA B44, Part 8.4 seismic zone requirements.

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ELEVATOR REPLACEMENT SERVICES PROVIDED BY GACARE

- Designing and installing 2000-7500 lb. Traction or Hydraulic passenger and freight elevators with operating systems.
- Elevator cars that travel 550+ ft.in heights or more.
- Working with elevator systems that have speed travel at and over 350 fpm.
- Contracted to provide multiple elevator installations on government projects with a combined level of effort. Complete oversite of the projects from contract Award to Contract close out.
- Meeting design build blueprints and SOW presented by the contracting authority architects with all applicable codes that there were fully reviewed for quality assurance.
- Custom design of elevator systems with components that address the clients focus on the interior design of the elevator cabs and operating systems.
- Keeping within the scope of the building's thesis and Historic value when required.
- Ensuring client's investment is researched and properly addressed.
- Onsite teams visually inspected each elevator, elevator pit and control room, reviewed all supplied blueprint designs, measurements, and records.
- Visually inspect for any variables presented in the elevator blueprints.
- Any noticeable elevator shaft structure damage, asbestos abetment, and all recorded changes in the blueprints if noted.
- Site drawings or blueprints will always be available for inspection by the Contracting Officer's Representative whenever requested during each stage of cab construction remodeling or elevator systems modifications.
- Building Control Systems (BCS): Install a new elevator monitoring system with diagnostic and reporting software with remote monitoring capabilities to encompass various stations.
- Modernization of gearless-traction elevators, geared-traction elevators
- Environmental Control Center (ECC) Replace the existing cabinetry/racks, disconnection, and reconnection of all electric technologies.
- Patch/replace any VCT flooring if required. Paint walls and provide cove base.
- Replacement of car and group controllers, integrated monitoring to all locations
- New rope grippers, per ASME code requirement for elevator modernizations.
- Remove and Install new seismic equipment.
- Remove and replace new solid-state (AC) electric elevator drives.
- Remove existing (DC) direct current gearless hoist machines on the passenger elevators replace with alternating current (AC) hoist machines.
- Remove and replace existing geared hoist machines for elevators with AC motors.
- Remove and replace Rope Grippers per ASME code and compliance
- Remove and replace the existing hallway operating stations with new flush mounted two button stations with LED registration lights.
- Replacement of main and auxiliary car control stations.
- Installing new car roller guides with spring loaded type-guides.

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- Replace all elevator counterweight roller guides.
- Replace all traveling cables and any other wiring upgraded to code.
- Replacement of elevator hoist ropes.
- Replace all door operation equipment, including hangers, tracks, interlocks, and closers.
- New signal and operating fixtures.
- Install full screen detector door sensing systems.
- Clean and refinish existing elevator hoist-way doors as indicated in all SOW/PWS.
- Clean and polish elevator hoist-way door sills when required.
- Provide new cab interior finishes for passenger elevators cabs, enclosures, cab fixtures, cab doors, cab lighting, cab floor finishes.
- New cab wall finishes.
- New flooring tile.
- New ceiling finishes.
- Stainless steel Installation for Cabs.
- LED lighting for passenger elevators.
- Seal Elevator Pits.
- Replacement of elevator jack and cylinder assemblies if required.
- Removal and upgrade of firefighter phone jacks at elevator controllers in elevator machine rooms.

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REFERENCES

REFERENCE 1:

Past Performance Reference: GSA /R4/ TN & KY
Customer Name: Clifford-Davis FBCT, Memphis, TN.
Point of Contact: John Bradley
Telephone Number: 704 996-9513
Email Address: johnl.bradley@gsa.gov
Contract 47PE0119C0027
Date:08/2019 - 12/04/2020
Contract Award Amount: $2,086,085.00

Description of Contract: Full Elevator modifications, demolition, replacement, and installation of New Microprocessors with Controllers for Six (6) Passenger Elevators. Includes Electrical Upgrades, HVAC installation, Fire Alarms and Sprinkler systems. This project required after hours and weekends work to be performed, most of the work was accomplished during occupied building hours and high traffic. During COVID19 the teams were able to extend working hours as traffic flow diminished.

- Install new Smartrise elevator control systems with the capability to service fifteen floors.
- Provide Smartrise Traction Elevator Controllers with upgraded capabilities supporting compatible communication processors for both the Passengers, Service Elevators.
- Replace, remove, and install new AC Elevator motors and full steel frame supports.
- Install Hollister-Whitney Rope Gripper for Elevators to support new controllers.
- LED indications for all Inputs and Outputs.
- Socketed integrated Circuits.
- Install new Car call security systems with additional hall access key switches.
- Emergency power.
- Remote monitoring system.
- Graphic display with Laptop Interface to elevator controller.
- Annunciators for each elevator on each floor.
- New isolation transformers to match ripple of new controllers.
- New piping and wiring in Machine Room and Hoistway to support new controllers as needed per code.
- Install Hollister-Whitney Overspeed Governors for six elevators to support new controllers and all governors.
- Provide and install Quality Elevator Top Car Inspection Stations fully equipped with emergency service light, buzzer, car top light, and all required buttons for a car top operation compatible with new controllers designed to meet ASME17.1 Elevator Safety Code Requirements for all elevators.
- Swing car operation with additional Attendant operation abilities.
- Replacement of all Ropes for Traction Elevators.
- Elevator Door operators and associated door hardware.
- Provide all necessary signage for ADA compliance mandatory under ASME 17.1.
- Provide full final (QEI) inspections, operation testing, occupancy certification, with technical support training for Building Management Personnel.
- 1 Year Interim Warranty service and callbacks.

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REFERENCE 2:

Past Performance Reference: Federal
Customer Name: Dublin VA Hospital, Dublin GA 31021
Point of Contact: Carl Fountain / Contract Officer
Telephone Number: 478-272-1210 Ext. 2662
Email Address: carlisle.fountain@va.gov
2020 Total Elevator Modernization
Contract # 36C24718D0131
Contract Award Amount: $2,234,302,00

Description of Contract Requirements: Provide all labor, equipment, materials, tools, and supervision to install. Upgrade, replace, modernize Eleven (11) hydraulic elevators and 11 Cab interiors. Install One (1) New Hydraulic Freight Elevator. Combine all elevator operating systems into the building Information Management System (BIM)

- Removed and installed 12 Hydraulic Jack Elevator Plungers and Housings.
- New Smartrise controllers
- New signal and operating fixtures for all floors.
- Install full screen detector door sensing systems.
- Clean and refinish existing elevator hoist-way doors as indicated in the SOW.
- New hoist-way door sills on all floors.
- Provide new cab interior finishes for passenger elevators cabs. Including: enclosures, cab fixtures, cab doors, cab lighting, cab floor finishes.
- New ceiling finishes.
- Paint freight elevator rear and side walls.
- Stainless steel Installation in Cabs or Custom Finishes as defined in the SOW.
- LED lighting for passenger elevators.
- Seal Elevator Pits as directed in PWS
- Removal and upgrade existing fire alarm systems monitoring modules and associated wiring.
- Removal and upgrade firefighter phone jacks at elevator controllers in elevator machine rooms.
- Installation all electrical power wiring systems. fire alarm system modifications associated with replacement of new elevator operating system.
- Operational testing of existing standby power system relative to operation of elevators.
- Full inspections of 3rd Party Elevator inspector.
- Interim and warranty maintenance after contract close out.
- Certificates of Occupancy and operation as required by the State.

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REFERENCE: 3

Past Performance Reference: UASAF Contract
Client Name: 90 CES / USAF, Warren ABF, Wyoming
7505 Barnes Loop, F.E. Warren Air Force Base
Point of Contact: Liezel C. Mcintyre, Civ, DAF / Contract Officer
Telephone Number: (307) 773-3411
Email: liezel.mcintyre@us.af.mil

Contract: 16-6063-64 / F1Y3DA7341AW01
Date: Aug 20, 2018 (Finished 4 Months ahead of Schedule)
Contract Award Amount: $2,493,116.00

Description of Contract: The Contractor provided all labor, materials, tools, supplies, equipment, parts, vehicles, supervision, transportation, and other items necessary to repair, modify, upgrade, and certify Elevators at 15 separate locations, Ballistic Missile Facilities in 3 Western States (MAFs) under the Command of F.E. Warren Air Force Base in a manner that ensured continuous and safe operation.

The Contractor performed to the Statement of Work (SOW) in the contract, all local, state, and federal and Air Force regulations were complied with. All contractor personnel met the TS requirement background checks. This contract can be found in CPARS.

COMPLETED BY:

Company Name: Georgia Commercial and Residential Elevator Co. LLC

Contact Person: Edward F. Holman CGCM

Edward Holman

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Georgia Commercial and Residential Elevator LLC
475 Harris Drive, McDonough, GA 30252
(678) 940-4442 Office
(678) 583-6444 Fax
Email: georgiacare@gmail.com

COMPANY RESUME
Lamont Reynolds
489 N. Green Circle,
McDonough, Georgia. 30252

Sr. Elevator Technician, 38 Years Elevator repair/modifications and elevator services experience.
President of Georgia Commercial and Residential Elevator Co. LLC.
Holds GSA Schedule GS21F087AA MAS
Project Manager / Site Supervisor

Qualifications:
Licensed through the National Association of Elevator Contractors (NAEC)
Certified Elevator Technician (CET) Program Instructor.
Certified Elevator Inspector.
Holds Current Georgia CET License
OSHA 30 Certification

Functional Responsibility:

- Adjusts any found malfunctions in brakes, motors, switches, and signal and control systems, using test equipment.
- Checks that safety regulations and building codes are met, and complete service reports verifying conformance to standards.
- Connects electrical wiring to control panels and electric motors.
- Inspects and adjusts safety controls, counterweights, door mechanisms, and components such as valves, ratchets, seals, and brake linings.
- Reads and interprets blueprints to determine the layout of system components, frameworks, and foundations, and to select installation of equipment. Inspects wiring connections, control panel hookups, door installations, and alignments and clearances of cars and hoist ways to ensure that equipment will operate properly.
- Provides major repairs of all elevators, replaces old component parts to modernize, complete servicing of elevators, and like named devices used in the transportation of people, equipment, and materials including, but not limited to hydraulic elevators, traction elevators, escalators, dumbwaiters, and moving walkways to meet safety regulations and building codes.
- Disassembles defective units, and repair or replace parts such as locks, gears, cables, and electric wiring.
- Updates old elevator operating systems including controllers and elevator cabs.
- As Supervisor, determines schedules, sequences, and assignments for work activities based on work priority, personnel skill, and quantity of equipment.
- Monitors employee's work levels and reviews work performance.
- Monitors tool and part inventories; as well as the condition and maintenance of shops to ensure adequate working conditions.

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- Investigates accidents and injuries on the job and prepares reports of findings.
- Compiles operational and personnel records, such as time and production records, inventory data, repair and maintenance statistics and test results.
- Develops implements and evaluates maintenance policies and procedures. Counsels' employees about work-related issues and assists them to correct job-skill deficiencies.
- Examines objects, systems or facilities and analyzes information to determine needed installations, elevator modification services, or repairs.
- Conducts and arranges worker training in safety, repair and maintenance techniques, operational procedures and equipment use.
- Locks out Elevators that do not meet Safety Operational Standards.
- Applies mechanical aptitude and knowledge of building electrical components inclusive to CATV and Modular Elevator Workstation/Monitoring system installs.
- Excellent critical thinking skills with elevator replacement and installation.
- Full communication abilities to oversee multiple subcontractors directing Team personnel for daily site job assignments.
- Able to work effectively independently with the Contract Management Team and their associated Contracting Officer personnel.
- Works closely with tenants of occupied buildings, provides advance notifications of elevator operational downtime and ongoing services schedules.
- Provides morning Toolbox Pre-Work Safety Meetings.
- Performs pre-installation and product documentation prior to installation.
- Supervises field employees with elevator component installation, troubleshooting with any assembly and elevator modification problems.
- Reviews and signs daily company employee and subcontractor timecards, obtains needed purchase orders, supports records for project subcontractor accounts payable.
- Administration of provided change orders and ensures site Quality Control.
- Maintains up-to-date knowledge of all federal, state, and local ASME Elevator Industry Code requirements for current project.

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Georgia Commercial and Residential Elevator LLC
475 Harris Drive, McDonough, GA 30252
(678) 940-4442 Office
(678) 583-6444 Fax
Email: georgiacare@gmail.com

COMPANY RESUME
Brian Schroder
404-308 4224

Employment 2001-2023: Georgia Commercial and Residential Elevator Co. LLC
Sr. Elevator Technician, 31 Years Elevator repair and services experience.
Sr. Elevator Repairer
Site Supervisor
Safety Inspector
Green Consultant

QUALIFICATIONS:
Licensed through the National Association of Elevator Contractors (NAEC)
Certified Elevator Technician (CET)
Elevator Repair Instructor
Holds Current Georgia CET License
OSHA 30 Certification

FUNCTIONAL RESPONSIBILITY:

- Installs, repairs, and maintains elevators, which are all electronically controlled.
- Thorough knowledge of electronics, hydraulics, codes, rigging, and electricity.
- Expert knowledge of controllers with relay logic, solid state, serial link, computers, and microprocessors, which are the type controllers utilized in the elevator industry.
- Provides major repairs of all elevators, replaces old component parts to modernize, complete servicing of elevators, and like named devices used in the transportation of people, equipment, and materials including, but not limited to hydraulic elevators, traction elevators, escalators, dumbwaiters, and moving walkways to meet safety regulations and building codes.
- Trouble shoots and determines causes of problems and faults in all aspects in the components that make up these systems such as, brakes, electrical motors, switches, signal, and control systems using computers, test lamps, voltmeters, ammeters, and oscilloscopes,
- Disassembles defective units and repairs or replaces parts such as electrical door locks, cables, electrical wiring, and faulty safety devices installs push button control systems, complete control systems, and other devices. Cleans and lubricates bearing and other elevator parts.
- Reads schematic diagrams for wiring of elevator systems
- Takes notes for schematic wiring installation or changes in controller's modernization.
- Conducts and arranges worker training in safety, repair and maintenance techniques, operational procedures or equipment use.
- Locks out Elevators that do not meet Safety Operational Standard

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12:10 10%

, issued by the Office of Insurance and Safety
expires on 07/01/2023. Please cut/laminate the
If you any have questions or need further
email at Firemarshal@oci.ga.gov or by phone at

GEORGIA DEPARTMENT OF INSURANCE
Commissioner John F. King
Safety Inspections

This is to certify that **BRIAN K. SCHRODER** has a **Class III** Elevator Mechanic Certification and is authorized to perform elevator work in accordance with Georgia's Elevator Law, Chapter 2, Title 8 and the rules and regulations promulgated by the department.

Expires 07/01/2023

Certification No M-1381

John F. King, Commissioner

ONER DOES NOT DISCRIMINATE ON THE BASIS OF DISABILITY IN EMPLOYMENT OR THE PROVISION OF SERVICES

Upload to OneDrive

Office of Commissioner of Insurance and Safety Fire
Protect | Enforce | Educate | Inform

OFFICE OF

INSURANCE AND SAFETY FIRE COMMISSIONER

John F. King
COMMISSIONER OF INSURANCE
SAFETY FIRE COMMISSIONER
INDUSTRIAL LOAN COMMISSIONER

SEVENTH FLOOR, WEST TOWER
FLOYD BUILDING
2 MARTIN LUTHER KING, JR. DRIVE
ATLANTA, GEORGIA 30334
(404) 656-2064
www.oci.ga.gov

December 14, 2021

MEMORANDUM

From: Ben Crawford

Chief Engineer

Subject: Elevator Mechanic Certification Card

Below is your Elevator Mechanic Certification Card, issued by the Office of Insurance and Safety Fire Commissioner, Safety Inspections Division. It expires on 07/01/2023. Please cut/laminate the card and keep it in your possession while working. If you any have questions or need further assistance, please contact Engineering Division by email at Firemarshal@oci.ga.gov or by phone at (404) 656-2064.

Regards

Benjamin J Crawford

Ben Crawford, Chief Engineer

GEORGIA DEPARTMENT OF INSURANCE
Commissioner John F. King
Safety Inspections

This is to certify that **JOE L. REYNOLDS** has a **Class I: Unrestricted** Elevator Mechanic Certification and is authorized to perform elevator work in accordance with Georgia's Elevator Law, Chapter 2, Title 8 and the rules and regulations promulgated by the department.

Expires 07/01/2023

Certification No M-0117

John F. King, Commissioner

THE OFFICE OF INSURANCE AND SAFETY FIRE COMMISSIONER DOES NOT DISCRIMINATE ON THE BASIS OF RACE, COLOR, NATIONAL ORIGIN,SEX, RELIGION, AGE OR DISABILITY IN EMPLOYMENT OR THE PROVISION OF PROGRAMS OR SERVICES

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CONTRACTOR PERFORMANCE ASSESSMENT REPORT (CPAR)

Nonsystems

Name/Address of Contractor:

Vendor Name: GEORGIA COMMERCIAL AND RESIDENTIAL ELEVATOR, LLC

Division Name:

Street: 489 NORTH GREEN CIRCLE

City: MCDONOUGH

State: GA Zip: 302524442

Country: USA

CAGE Code:

Unique Entity ID (DUNS): 967645388 Unique Entity ID (SAM): CL9JB9A2VFS3

Product/Service Code: 3960 Principal NAICS Code: 541350

Evaluation Type: Final

Contract Percent Complete:

Period of Performance Being Assessed: 04/01/2018 - 09/30/2018

Contract Number: GS21F087AA VA24817F3490 **Business Sector & Sub-Sector:** Nonsystems - Facilities Supplies

Contracting Office: 248-NETWORK CONTRACT OFC 8(00248) **Contracting Officer:** O'NIEL ALVAREZ **Phone Number:** 305 575-7000

Location of Work:

Miami VAMC

Date Signed: 09/28/2017 **Period of Performance Start Date:** 09/30/2017

Est. Ultimate Completion Date/Last Date to Order: 09/30/2018 **Estimated/Actual Completion Date:** 09/30/2018

Funding Office ID:

Base and All Options Value : $1,917,979 **Action Obligation:** $1,917,979

Complexity: Low **Termination Type:** None

Extent Competed: Full and Open Competition **Type of Contract:** Firm Fixed Price

Key Subcontractors and Effort Performed:

Unique Entity ID (DUNS): Unique Entity ID (SAM):

Effort:

Unique Entity ID (DUNS): Unique Entity ID (SAM):

Effort:

Unique Entity ID (DUNS): Unique Entity ID (SAM):

Effort:

Project Number:

Project Title:

Elevator Upgrades

Contract Effort Description:

Upgrades to ten main elevators

Small Business Subcontracting:

Does this contract include a subcontracting plan? No

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Date of last Individual Subcontracting Report (ISR) / Summary Subcontracting Report (SSR): N/A

Evaluation Areas	Past Rating	Rating
Quality:	Satisfactory	Satisfactory
Schedule:	Satisfactory	Satisfactory
Cost Control:	Satisfactory	Satisfactory
Management:	Satisfactory	Satisfactory
Small Business Subcontracting:	Satisfactory	Satisfactory
Regulatory Compliance:	Satisfactory	Satisfactory
Other Areas:		
(1) :		N/A
(2) :		N/A
(3) :		N/A

Variance (Contract to Date):

Current Cost Variance (%): Variance at Completion (%):

Current Schedule Variance (%):

Assessing Official Comments:

QUALITY: None

SCHEDULE: None

COST CONTROL: None

MANAGEMENT: None

SMALL BUSINESS SUBCONTRACTING: None

REGULATORY COMPLIANCE: None

ADDITIONAL/OTHER: None

RECOMMENDATION:

Given what I know today about the contractor's ability to perform in accordance with this contract or order's most significant requirements, I would recommend them for similar requirements in the future.

Name and Title of Assessing Official:

Name: O'niel Alvarez

Title:

Organization: NCO-8, Site Team Miami

Phone Number: Email Address:

Date: 10/02/2018

Contractor Comments:

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SCHEDULE: Contractor accepts rating but wold like to see a higher rating,

COST CONTROL: Current Modifications have been completed with no cost overruns.

MANAGEMENT: Contractor has always responded to any requests or notifications immediately.

ADDITIONAL/OTHER: Contractors performance in the full installation of the 10 elevator operating systems and new ropes has been completed before scheduled contract period.
Small adjustments are being made to assure top performance during high traffic hours are met.
All elevators are showing zero fault logs.
Adjustments were made to floor leveling on all elevators.
Site vists were made by Edward Holman and contractor performance was reviewed with the Facilities CTOR.

CONCURRENCE: I concur with this evaluation.

Name and Title of Contractor Representative:

Name: Edward Holman

Title: Government Contract Manager

Phone Number: 305 834-3043 Email Address: edholman@gsaworldwideservices.com

Date: 10/11/2018

Review by Reviewing Official:

Review by Reviewing Official not required.

Name and Title of Reviewing Official:

Name:

Title:

Organization:

Phone Number: Email Address:

Date:

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CONTRACTOR PERFORMANCE ASSESSMENT REPORT (CPAR)

Nonsystems

Name/Address of Contractor:

Vendor Name: GEORGIA COMMERCIAL AND RESIDENTIAL ELEVATOR, LLC

Division Name:

Street: 489 NORTH GREEN CIRCLE

City: MCDONOUGH

State: GA Zip: 302524442

Country: USA

CAGE Code:

Unique Entity ID (DUNS): 967645388 Unique Entity ID (SAM): CL9JB9A2VFS3

Product/Service Code: Z2BF Principal NAICS Code: 541350

Evaluation Type: Final

Contract Percent Complete: 100

Period of Performance Being Assessed: 07/26/2019 - 08/19/2019

Contract Number: GS21F087AA FA461318F0031 **Business Sector & Sub-Sector:** Nonsystems - Facilities Services

Contracting Office: FA4613 90 CONS PK **Contracting Officer:** TROY T. JOHNSON **Phone Number:** 307-773-4650

Location of Work:

Date Signed: 08/21/2018 **Period of Performance Start Date:** 07/26/2018

Est. Ultimate Completion Date/Last Date to Order: 09/30/2019 **Estimated/Actual Completion Date:** 08/16/2019

Funding Office ID:

Base and All Options Value : $2,493,116 **Action Obligation:** $2,493,116

Complexity: Low **Termination Type:** None

Extent Competed: Full and Open Competition **Type of Contract:** Firm Fixed Price

Key Subcontractors and Effort Performed:

Unique Entity ID (DUNS): **Unique Entity ID (SAM):**

Effort:

Unique Entity ID (DUNS): **Unique Entity ID (SAM):**

Effort:

Unique Entity ID (DUNS): **Unique Entity ID (SAM):**

Effort:

Project Number:

Project Title:

Repair MAF Elevators

Contract Effort Description:

The Contractor shall provide all labor, materials, tools, supplies, equipment, parts, vehicles, supervision, transportation, and other items necessary to repair, upgrade and test the 15 Elevators at 15 separate Missile Alert Facilities (MAFs) at F.E. Warren Air Force Base in a manner that will ensure continuous and safe operation. The Contractor shall perform to the standards in the contract as well as comply with all local, state, and federal regulations.

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Small Business Subcontracting:

Does this contract include a subcontracting plan? No

Date of last Individual Subcontracting Report (ISR) / Summary Subcontracting Report (SSR): N/A

Evaluation Areas	Past Rating	Rating
Quality:	Satisfactory	Satisfactory
Schedule:	N/A	Satisfactory
Cost Control:	Satisfactory	N/A
Management:	Satisfactory	Satisfactory
Small Business Subcontracting:	N/A	N/A
Regulatory Compliance:	Satisfactory	Satisfactory
Other Areas:		
(1) :		N/A
(2) :		N/A
(3) :		N/A

Variance (Contract to Date):

Current Cost Variance (%): Variance at Completion (%):

Current Schedule Variance (%):

Assessing Official Comments:

QUALITY: Performance meets contractual requirements. Georgia Elevator completed work in an accurate and timely manner. The work completed was without error or need of rework. Georgia Elevator has a good work ethic and completed all work in a timely manner.

SCHEDULE: Performance meets contractual requirements. Georgia Elevator kept close coordination of schedule with the Government Inspector. They never ran behind and always met their project milestones.

MANAGEMENT: Performance meets contractual requirements. Georgia Elevator submitted progress reports and submittal items that were clear and accurate.

REGULATORY COMPLIANCE: Performance meets contractual requirements. Georgia Elevator has complied with all requirements in the contract.

RECOMMENDATION:

Given what I know today about the contractor's ability to perform in accordance with this contract or order's most significant requirements, I would recommend them for similar requirements in the future.

Name and Title of Assessing Official:

Name: TROY JOHNSON

Title: Lead Contract Specialist

Organization: 90 CONS

Phone Number: 307-773-4650 Email Address: troy.johnson.19@us.af.mil

Date: 09/05/2019

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Contractor Comments:

QUALITY: I concur

ADDITIONAL/OTHER: Georgia Commercial and Residential Elevator provided outstanding services in time of impassable roads and snow storms.
New component parts of some replacement parts were required to be machined with blueprints of the original part design.
Team worked well with the Military Escorts, all security requirements per the facilities entry and exit were in accordance with the Security Force Guidelines.

CONCURRENCE: I concur with this evaluation.

Name and Title of Contractor Representative:

Name: EDWARD HOLMAN

Title: GCM Registered Agent

Phone Number: 954-808-8819 Email Address: edholman@gsaworldwideservices.com

Date: 09/05/2019

Review by Reviewing Official:

Review by Reviewing Official not required.

Name and Title of Reviewing Official:

Name:

Title:

Organization:

Phone Number: Email Address:

Date:

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CONTRACTOR PERFORMANCE ASSESSMENT REPORT (CPAR)

Nonsystems

Name/Address of Contractor:

Vendor Name: GEORGIA COMMERCIAL AND RESIDENTIAL ELEVATOR, LLC

Division Name:

Street: 489 NORTH GREEN CIRCLE

City: MCDONOUGH

State: GA Zip: 302524442

Country: USA

CAGE Code:

Unique Entity ID (DUNS): 967645388 Unique Entity ID (SAM): CL9JB9A2VFS3

Product/Service Code: 3960 Principal NAICS Code: 333921

Evaluation Type: Final

Contract Percent Complete: 100

Period of Performance Being Assessed: 03/07/2020 - 10/31/2020

Contract Number: 47PE0119C0027 **Business Sector & Sub-Sector:** Nonsystems - Facilities Supplies

Contracting Office: PBS R4 TENNESSEE/KENTUCKY CONTRACTS **Contracting Officer:** ALBERT RUMPH **Phone Number:** 404-719-9032

Location of Work:

Clifford Davis FBCT in Memphis, TN

Date Signed: 08/20/2019 **Period of Performance Start Date:** 09/01/2019

Est. Ultimate Completion Date/Last Date to Order: 12/30/2020 **Estimated/Actual Completion Date:** 10/30/2020

Funding Office ID:

Base and All Options Value : $2,086,085 **Action Obligation:** $2,086,085

Complexity: Medium **Termination Type:** None

Extent Competed: Full and Open Competition **Type of Contract:** Firm Fixed Price

Key Subcontractors and Effort Performed:

Unique Entity ID (DUNS): **Unique Entity ID (SAM):**

Effort:

Unique Entity ID (DUNS): **Unique Entity ID (SAM):**

Effort:

Unique Entity ID (DUNS): **Unique Entity ID (SAM):**

Effort:

Project Number: RTN13221

Project Title:

Elevator Upgrades and Replacements

Contract Effort Description:

Modernization of the 6 public elevators, one being the freight/prisoner/Judges elevator. There were no cost modifications to the contract.

Small Business Subcontracting:

Does this contract include a subcontracting plan? No

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Date of last Individual Subcontracting Report (ISR) / Summary Subcontracting Report (SSR): N/A

Evaluation Areas	Past Rating	Rating
Quality:	Very Good	Very Good
Schedule:	Very Good	Very Good
Cost Control:	N/A	N/A
Management:	Very Good	Very Good
Small Business Subcontracting:	N/A	N/A
Regulatory Compliance:	Satisfactory	Satisfactory
Other Areas:		
(1):		N/A
(2):		N/A
(3):		N/A

Variance (Contract to Date):

Current Cost Variance (%): Variance at Completion (%):

Current Schedule Variance (%): N/A

Assessing Official Comments:

QUALITY: The quality of the materials and workmanship was very good. The contractor strove to provide higher quality materials than were specified that were the latest state of the art. They did their own punch list before GSA inspections to insure that their workmanship was top quality. They fixed items that were not in the scope at no cost to make sure that quality was consistent with the elevator modernization.

SCHEDULE: The project was substantially complete a week before the contract time and completed the few punch list items noted during the final inspection within a week. The contractor brought in extra personnel or worked weekends to keep on schedule throughout the project. Since there was no lay down area to have all the new equipment delivered at one time, they had to make several deliveries of materials to the site throughout the project. This was well coordinated to not disrupt the schedule.

COST CONTROL: This was a firm fixed price contract. The contractor requested no cost modifications for unforeseen site conditions.

MANAGEMENT: The project manager for the contractor was actively involved in every aspect of the project, and due to his experience, provided good coordination of materials and manpower throughout the project. They worked and communicated well with GSA throughout the project and even brought several items up to GSA that needed attention that were in their contract.

SMALL BUSINESS SUBCONTRACTING: This elevator company is a small business.

REGULATORY COMPLIANCE: The contractor met all the regulatory requirements of the contract.

ADDITIONAL/OTHER: This contractor knows how to properly do elevator work with high quality, on schedule, and at a very reasonable cost. They are not the most polished company, but they are small business and do not have the workmanship of a large elevator company. The are very responsive and want to do a good job.

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RECOMMENDATION:

Given what I know today about the contractor's ability to perform in accordance with this contract or order's most significant requirements, I would recommend them for similar requirements in the future.

Name and Title of Assessing Official:

Name: ALBERT RUMPH

Title: Contracting Officer

Organization: Public Building Services Acq

Phone Number: 404-719-9032 Email Address: albert.rumph@gsa.gov

Date: 12/01/2020

Contractor Comments:

ADDITIONAL/OTHER: Georgia Commercial and Residential Elevator LLC is proud of the workmanship provided to the GSA. We strive to be the best at elevator modernization.
I am very happy with the CPAR Final Report by Mr.Rumph, and am also pleased the he speaks highly of the job performance. Thank you.

CONCURRENCE: I concur with this evaluation.

Name and Title of Contractor Representative:

Name: EDWARD HOLMAN

Title: Government Contracts Manager

Phone Number: 954-808-8819 Email Address: edholman@gsaworldwideservices.com

Date: 12/02/2020

Review by Reviewing Official:

Review by Reviewing Official not required.

Name and Title of Reviewing Official:

Name:

Title:

Organization:

Phone Number: Email Address:

Date:

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Search Results

Awardees/Contractors may comment on the record types related to their organization by clicking on the link to see the report type details, then click on the report link and scroll down to the Enter Optional Comment Section.
Entity: GEORGIA COMMERCIAL AND RESIDENTIAL ELEVATOR, LLC
Unique Entity ID (DUNS): 967645388
Unique Entity ID (SAM): CL9JB9A2VFS3
CAGE: 6EQD4
Date FAPIIS search conducted: 08/05/2021 15:50:22

FAPIIS Data

Report Type	Records	Count
Administrative Agreement	No	0
Defective Pricing	No	0
DoD Determination of Contractor Fault	No	0
Information on Trafficking in Persons	No	0
Non-Responsibility Determination	No	0
Recipient Not-Qualified Determination	No	0
Subcontractor Payment Issues	No	0
Termination for Cause	No	0
Termination for Default	No	0
Termination for Material Failure to Comply	No	0

Details of Selected Extended System Source

Proceedings Information as Entered by the Entity in SAM.gov

*** No Entity Management section of SAM records were found for Unique Entity ID (DUNS) 967645388.

Performance Evaluations

Awardee	Unique Entity ID (DUNS)	Unique Entity ID (SAM)	Status/Count
GEORGIA COMMERCIAL AND RESIDENTIAL ELEVATOR, LLC	967645388		7

SAM Exclusion Data

*** No matching Performance Information section of SAM records were found based on the search criteria information we have. You may want to search Performance Information section of SAM directly at https://www.sam.gov/ and use the 'Exclusions' option to locate the entity of interest.

AGENDA ITEM SUMMARY

ITEM SUMMARY:

Consider contract with Waveko, single source, in the amount of $75,211.00 to re-glaze the windows at One Griffin Center. *Public Works Director, Mariza Eller, will address.*

SPECIAL CONSIDERATIONS OR CONCERNS:

Waveko is to remove all glazing from glass to metal jam and concrete to metal jam and re-glaze areas. The glazing on windows has up to a 30-year lifespan. By preventing drafts from coming in through windows and shielding against moisture and potential leaks, glazing improves energy efficiency and helps prevent any future issues from arising. Public Works has contacted multiple companies but was not successful in getting more quotes. Waveko promptly provided a quote in the amount of $75,211.00.The last time the windows were reglazed is not known to the current Public Works staff.

STAFF RECOMMENDATION:

Staff recommends approval.

FINANCIAL IMPACT:

Funds will be utilized from Facilities Repair and Maintenance Services (101-1665-52-2200) in the amount of $75,211.00.

Submitted By:
Mariza Eller

Meeting Date:
13/06/2023

Reviewed By:
Jessica O'Connor

ATTACHMENTS:
Waveko PO.pdf
Reglazing Windows Single Source Form.pdf
Waveko Quote.pdf

Griffin
Growing TOGETHER

City of Griffin, Georgia
100 S Hill Street
P O Box T
Griffin, Georgia 30224
(770) 229-6401

SH 5/22/23

DATE: 5/22/23

FY23 Purchase Order No. _____

Bid/Quote No. _____

Vendor No. _____

Vendor Name & Address

Waveko
600 N. Walkers Mill Road
Griffin, Georgia 30223

drewsmith@aol.com
Ph: 770-375-6391 Fax:

Per Georgia State Code 48.8, the City of Griffin is tax exempt from sales and use tax.

Deliver to:

City of Griffin

100 South Hill St
Griffin, GA 30223

ATTN: Mariza Eller / Jimmy Hardy
Phone: 770-229-6603 Fax: _____

Freight is FOB Destination Deliveries are accepted between the hours of 8:00 a.m. and 4 p.m.	Submit APPROVED packing slips to Accounts Payable. Highlight PO# & account distribution. Note any changes or additional accounts.

*Terms: Net 30 unless otherwise specified on PO

- - ANY CHANGE ORDERS TO ANY PO OR WORK ORDERS MUST BE AUTHORIZED IN WRITING AND APPROVED. ALL INVOICES SUBMITTED FOR PAYMENT MUST REFERENCE A VALID PURCHASE ORDER NUMBER. - -

- VENDORS MUST HAVE A CURRENT REGISTRATION ON FILE PRIOR TO PO PROCESSING - **On File? Y/N** Y

Description	Account Number	Quantity	UOM	Unit Price	Extended Totals
Reglaze all windows at One Griffin Center ✓	101 - 1665 - 52 - 2200 0000	1	EA	75,211.000	75,211.00
	- - - -				
	- - - -				
	- - - -				
	- - - -				
	- - - -				
	- - - -				
	- - - -				
	- - - -				
CAPITAL PROJECT #: _____	- - - -	*enter debit/credit amounts in*			
(DISTRIBUTION & $$)	- - - -	*the extended totals column*			
COMMENTS:				**Totals: $**	**75,211.00**

5-23-2024

AC 5/25/23

FY23 Purchase Order

COG USE ONLY

COG USE ONLY

PRICING METHOD:

	Verbal / Phone
X	Email/Mail/Fax
	Bid / RFP #

Dept / Requestor / Date: Mariza Eller

Purchasing / Date: Deborah Manning Gilbert 5/25/23

Department Mgr / Date

Finance Director / Date

Copy emailed to Supplier ☐ Supplier Notified

City Manager / Date

BOARD / Date

TERMS AND CONDITIONS OF PO / CONTRACT

ARTICLE 1 PURCHASE ORDER AUTHORIZATION

Vendors are required to be registered with the City and to have an authorized City Purchase Order (P.O.) before any items/goods/services are delivered. Any shipments made prior to the receipt of a City P.O. are made at the sole risk of the vendor. Payment may be withheld for any and all items/goods/services delivered without an authorized P.O.

ARTICLE 2 PURCHASE ORDER NUMBER

The Purchaser's purchase order number and the successful seller's name (from the bid or proposal) must appear on all packing slips, packages, invoices, bills of lading, warehouse receipts and correspondence with Purchaser. Materials must be properly packaged and marked with the order number. Damaged material will not be accepted.

ARTICLE 3 ACCEPTANCES

All terms and conditions of the purchase order shall become part of the contract between the Seller and Purchaser; the Seller's different or additional terms will not become part of this contract.

ARTICLE 4 PRICE

Seller warrants that the prices quoted hereunder are the lowest prices these or similar articles are sold by the Seller to other customers and in the event of any price reduction between execution of the purchase order and delivery of the goods, purchaser shall be entitled to such reduction.

ARTICLE 5 DELIVERIES, TITLE AND RISK OF LOSS

Title shall pass to Purchaser on delivery of the conforming goods to Purchaser's designated plant or location. Notwithstanding any agreement to pay freight express or other transportation charges, the risk of loss or damage in transit shall be upon the Seller. Delivery shall not be complete until the goods have been actually received, inspected and accepted by the Purchaser.

ARTICLE 6 PARTS

The Seller agrees to make functional parts available for a period of five years after final production run.

ARTICLE 7 WARRANTIES

The Seller warrants that the goods and services supplied hereunder will be of good workmanship and of proper materials, free from defects and in accordance with specifications. If the Seller knows of the Purchaser's intended use, the Seller warrants that the goods or services are suitable for that intended use.

ARTICLE 8 REMEDIES

Regardless of whether goods are being sold or leased or whether services are being performed, the Seller and Purchaser agree that both parties have all the Uniform Commercial Code rights, duties, and remedies available as well as all remedies allowed by law and the purchase order.

ARTICLE 9 CONFLICTS OF LAWS

The agreement of purchase and the performance of the parties hereunder shall be construed with and governed by the laws of the State of Georgia.

ARTICLE 10 MODIFICATIONS

No modifications in prices, delivery methods or schedule, quality, quantity, specifications or any other term of the contract will be effective unless agreed to in writing, signed by Procurement

ARTICLE 11 PATENT INFRINGEMENT

Seller shall hold purchaser harmless from all judgments and expenses arising out of any alleged patent infringement by our use of the merchandise ordered.

ARTICLE 12 TERMINATIONS FOR CAUSE

Purchaser may terminate this contract for cause in the event of a default by Seller. In such event, Purchaser shall not be liable to Seller for any amounts, and Seller shall be liable for and shall hold Purchaser harmless from any damage occasioned by Seller's breach or default.

ARTICLE 13 TERMINATIONS FOR CONVENIENCE

Purchaser may at any time terminate the order in whole or in part for its convenience upon which written notice to Seller in which event Seller shall be entitled to reasonable termination charges which reflects the percentage of the work performed prior to termination.

ARTICLE 14 ENTIRE AGREEMENTS

The purchase order and any documents referred to on the face thereof constitute the entire agreement between the parties and can only be modified in writing and signed by both parties. No part of this order may be assigned or subcontracted without the written approval of the Purchaser. Any moneys due Purchaser from Seller can be set off from any moneys due Seller from Purchaser whether or not under this contract. Purchaser's failure to insist on any right shall not operate as a waiver of any other right. Time is of the essence of this contract.

ARTICLE 15 WORKS ON PREMISES

If the order includes work to be performed on Purchaser's premises, Seller agrees to indemnify the Purchaser from all loss or damage arising out of such work, to observe the highest safety standard, to maintain adequate insurance and to furnish evidence of such insurance at Purchaser's request.

ARTICLE 16 QUALITY GUARANTEE

If any product delivered does not meet applicable specifications, or if the product shall not produce the effect that the supplier represents to the City, the supplier shall pick up the product from the City at no expense to the City. Also, the supplier shall refund to The City of Griffin any money which has been paid for the same. The supplier shall be responsible for attorney fees in the event the supplier defaults and court action is required.

ARTICLE 17 QUALITY TERMS

The City reserves the right to reject any and/or all materials if, in its judgment, the items reflect unsatisfactory workmanship, manufacturing or shipping damage.

CITY OF GRIFFIN
FY23 SOLE BRAND/SOLE SOURCE/ SINGLE SOURCE JUSTIFICATION

Request Type and Details (select one)

○ **Sole Brand*** – The item(s) requested have unique performance features (branded) not found in other items but is available on the open market from multiple sources. OEM repair parts are considered sole brand and possibly sole source.

○ **Sole Source** – The item(s) requested has necessary features and **only one** supplier is capable of satisfying the requirements. A situation where a manufacturer has only one authorized distributor would be classified as sole source, such as parts only available from the manufacturer. Sole source justifications must be re-submitted annually.

◉ **Single Source** – The procurement is very similar in nature to Sole Source, although two or more suppliers can satisfy the requirements. The department has 'substantial reasons' for selecting one supplier. A good example would be an IT department buying standardized equipment from a single source for increased warranties and volume discounts or repair from a single authorized repair source.

Provide a description and identify the make/model of the item and quantity — Reglaze windows One Griffin Center

Detail the research that has been done to qualify this for selected method of procurement:

Supplier/Source Name/Address: **Waveko/ 600 N. Walkers Mill Road Griffin, Georgia 30223**

Supplier/Source Contact: **Waveko - Drew Smith** **Phone:** **770-375-6391**

Scope of Work: Provide description of purpose for the request and what other comparable options have evaluated. (Include brand name, model, and vendor name). Can the request be modified to allow for competition?

Contractor is to remove all glazing from glass to metal jam and glazing from concrete to metal jam. Contractor will then reglaze from glass to metal jam and concrete to metal jam.

Is this a 1-time procurement? Estimated expenditure- one-time X OR - annual spend

Exclusive Capability: Provide a detailed description of the goods/services needed and the proposed source's unique capabilities and/or performance of work and why this is the only source.

Waveko performed a site visit and followed up with a quote. Public Works reached out to Duck Back Roofing and Exteriors and we did not receive a response. Griffin Glass and Mcleroy did come out and conduct site visits in an attempt for competitive quotes. Mcleroy has made multiple site visits with different subcontractors and have been unsuccessful in obtaining their services. Griffin Glass has not responded with a quote for the scope of work requested.

Requestor Information

I hereby certify the validity of the information and feel confident this justification for sole brand / sole source meets the criteria and would withstand a vendor protest or an audit .

Date of Request: 5/22/2023 Requestor: Mary Allen

Department: Public Works Dept Accting Code: 101-1665-52-2200 Phone: 770 229 6603

Purchasing Use Only ⇩			**Finance Approval:**
Comment:			
Date Processed:	Date Posted to GPR:	Solicitation #:	
Outcome:			
Awarded Sole Source:	Issued PO/Contract:	Competitive Bid:	Protests:

* Sole Brands are specific items that may be available on the open market from multiple dealers. Sole BRAND purchases may possibly be treated as a single source if properly justified. Standardization throughout the City (i.e. Dell technology purchased direct from Dell for volume discounts and Ford fleet vehicles purchased from Speedway for warranty and other reasons) would be examples of sole brands treated as single sources.

Waveko

600 N Walkers Mill Rd
Griffin, GA 30223 US
drewsmsmith@aol.com

Estimate

ADDRESS
Jimmy Hardy
City of griffin

ESTIMATE 1280
DATE 04/20/2023

DATE	ACTIVITY	DESCRIPTION	QTY	RATE	AMOUNT
	Windows	remove all window glazing and replace. includes all lifts and labor and materials. removal of the glazing from glass to metal and also glazing from concrete to metal jam.	1	75,211.00	75,211.00

TOTAL **$75,211.00**

Accepted By

Accepted Date

AGENDA ITEM SUMMARY

ITEM SUMMARY:

Consider an agreement with the Georgia Council for the Arts Vibrant Communities Grant in the amount of $8,500.00. *Economic Development Coordinator, Heather Robinson, will address.*

SPECIAL CONSIDERATIONS OR CONCERNS:

The Art Beautification Committee applied for and was awarded this grant as a result of committee members attending the "More than Murals" workshop in February 2023 in Thomasville, GA and completing the placemaking project on Chappell Street.

STAFF RECOMMENDATION:

Staff recommends approval.

FINANCIAL IMPACT:

The City will receive $8,500, some of which is reimbursement for travel expenses, but the remainder will be sent to the Art Beautification Committee for future projects.

Submitted By:
Heather Robinson

Meeting Date:
13/06/2023

Reviewed By:
Jessica O'Connor

ATTACHMENTS:
FY23_More_Than_Murals_Contract_-_City_of_Griffin with AJW Sig.pdf

CONTRACT NO.	EFFECTIVE DATE	DEPARTMENT	PROGRAM
FY23 52VC	February 1, 2023	4293201010	1461801
SUBCLASS NO.	**ACCOUNT NO.**	**SAM UEI**	**FEIN**
315	707012	Z4FMWQCUSHS8	58-6000587
STATE FUND /PROJECT	**FUND SOURCE**	**COVID FUND SOURCE**	**PROJECT CODE**
10100/01	**01000**	**3Y888**	**3YNEI**
STATE OF GA AMOUNT	**FEDERAL/NEA AMOUNT**	**COVID FUND AMOUNT**	**TOTAL GRANT AMOUNT**
$ 8,000	**0**	$500	$ 8,500
STATE MONEY ONLY	**FEDERAL MONEY ONLY**	**FEDERAL & STATE MONEY**	**If your organization received FED/NEA funds, the CFDA is:**
$8,000			**45.025**

GEORGIA COUNCIL FOR THE ARTS
VIBRANT COMMUNITIES GRANT AGREEMENT FY23

GRANT AMOUNT: $8,500 **START DATE: February 1, 2023**
PROGRAM: 01 **END DATE: December 30, 2023**
STATE OF GEORGIA COUNTY OF FULTON

This Agreement, made and entered into by and between the Georgia Department of Economic Development, a department of State government of Georgia, on behalf of Georgia Council for the Arts, (Collectively referred to as "GDEcD" or "GCA"), as Party of the First Part, and

City of Griffin
100 S. Hill St.
Griffin, GA 30223

As Party of the Second Part (hereinafter called the Recipient). GCA and Recipient are collectively "the Parties".

WITNESSETH:

WHEREAS, the mission of Georgia Council for the Arts ("GCA") is to cultivate the growth of vibrant, thriving Georgia communities through the arts; and

WHEREAS, GCA goals include using the arts to promote Georgia's economic growth, to support strong connections between artists, arts organizations and the public resulting in community connections and an improved quality of life; to act as a catalyst for increased public awareness of the value of the arts and of Georgia's rich cultural heritage; and to invest in the sustainability and advancement of Georgia's creative sector; and

WHEREAS, GCA provides grant funding to eligible local governments and private non-profit organizations located within the state who have submitted an application prior to the respective submission deadline and whose application best meets GCA's goals; and

WHEREAS, based upon Recipient's Application for the FY23 Grant ("Application"), GCA has determined that Recipient is an eligible applicant as defined in GCA's FY23 Grant Guidelines. Although the Application is not attached herewith, Recipient acknowledges that GCA has relied on the representations in the Application to determine Recipient's eligibility;

WHEREAS, based upon the Application, GCA has determined that Recipient meets all eligibility requirements as set forth in the Guidelines; and

WHEREAS, the Georgia Department of Economic Development is authorized and empowered to enter into Agreements with individuals, organizations and institutions for cooperative endeavors furthering the objectives of GCA.

NOW THEREFORE, in consideration of the mutual benefits to be derived from the cultural and educational advantages to the citizens of the State of Georgia, and for other good and valuable consideration, the sufficiency of which is hereby acknowledged, the Parties hereby agree as follows:

1. SCOPE OF SERVICES PROVIDED BY RECIPIENT

1.1 Recipient agrees to fulfill the goals set forth in its application narrative, a copy of which is below:
Chappell Street Community Green Space Project

Project Title: Chappell Street Community Green Space Project

Project Location: Chappell Street, between Fire Station #1 and Griffin Police Department

Project Goal:

1. To create a public green space on the north side of downtown that is vibrant and welcoming.
2. To create a safe place for children and families to gather and play.
3. To create an intentional place for children to interact with public safety officials to gain trust.
4. To complete a placemaking project and not just add a mural downtown.
5. To host a Community Block Party to open the space.

In addition, $500 will be used to cover travel expenses to the More Than Murals workshop, February, 2023.

1.2 Recipient agrees that all expenses will be incurred and work will be completed between February 1, 2023 and December 30, 2023.

1.3 GCA agrees to pay Recipient the amount shown on Page One of this Agreement and Recipient agrees to apply the full amount to its undertaking.

1.4 At any time during the term of this Agreement should there be any discrepancies between Recipient's actual performance and the Application's goals or scope of work, Recipient must immediately contact GCA for adjustments to this Agreement.

2. ADHERENCE TO LAWS

GCA expects all grant recipients to adhere to the standards set forth by our partner agency, The National Endowment for the Arts. However, if the grant award is funded wholly or partially with federal funds issued to GCA through the National Endowment for the Arts as indicated on page one of this contract, then the use of such funds is governed by federal regulations, including but not limited to the General Terms and Conditions for Partnership Agreements for National Endowment for the Arts Awards found at **Appendix A** and the financial regulations at 2 C.F.R. § 200 et seq. Recipient represents and warrants that that it will adhere to and abide by all applicable federal and state laws and regulations in the performance of this Agreement, including the provisions of **Appendix A (if applicable based upon the use of federal funding)**, which are incorporated into this Agreement as if set out fully herein.

3. RECORD RETENTION

3.1 Financial records, supporting documents, and statistical records must be retained for a period of three (3) years from the date of submission of the final report. Exceptions include if litigation, claim, or audit is started before the expiration of the three-year period, or if GCA notifies you in writing to extend the retention period.

3.2 Standards for Documentation of Personnel Expenses (2 C.F.R. § 200.430(i)(1)). Charges to awards for salaries and wages must be based on records that accurately reflect the work performed. General Terms & Conditions for Grants and Cooperative Agreements to Organizations must support these costs for both the Federal funds and cost share or matching requirements. GCA may require personnel activity reports or equivalent documentation if necessary (2 C.F.R. § 200.430(i)(8)).

3.3 Records for equipment must be retained for three (3) years after final disposition (2 C.F.R. § 200.333(c)).

3.4 Access to Federal award information: During the period of performance and the subsequent retention period, the NEA's Inspector General, the Comptroller General of the United States, or any of its authorized representatives has the right of access to any documents, papers, or other records which are pertinent to the Federal award, in order to make audits, examinations, excerpts, and transcripts. The right also includes timely and reasonable access to your personnel for the purpose of interview and discussion related to such documents. The rights of access in this paragraph are not limited to the required retention period, but last as long as records are retained (2 C.F.R. § 200.336). Federal award-related information should be collected and stored in open and machine-readable formats whenever practicable (2 C.F.R. § 200.335). In addition, restrictions on public access are generally limited to protected personally identifiable information (PPII) and other FOIA and applicable exemptions (2 C.F.R. § 200.337).

4. EVALUATION

4.1 Recipient will provide for GCA a Final Report and Final Request for Reimbursement. GCA will provide instructions for the final report. All grant final reports are due within 30 days of the completion of the project, and no later than January 31, 2024.

5. ACKNOWLEDGEMENT OF ARTS SUPPORT

5.1 GCA requires all Recipients to recognize GCA in all materials, publications, and programs that are supported by state funds and in which other funders are credited. This includes programs, newsletters, brochures, fliers, ads, calendars, posters, press releases, films, videotapes, websites and all electronic transmissions. Note: any organization receiving operating support funding (Partner Grant) must provide this recognition for the entirety of the fiscal year of funding. The GCA logo must be reproduced in the same size and proportion as that of other sponsors. It must be reproduced as it is provided, without alteration. For additional information about GCA credit and to access the logo, review https://gaarts.org/what-we-do/grants/gca-logo-requirements/.

5.2 If there is no printed material associated with a program, oral credit must be given. The statement below must be provided before the event or performance, and during any radio broadcast or audiotape for the hearing impaired.

"*This program is supported in part by Georgia Council for the Arts through the appropriations of the Georgia General Assembly. Georgia Council for the Arts also receives support from its partner agency - the National Endowment for the Arts*."

5.3 GCA reserves the right to change the language of the required acknowledgement of Arts Endowment support, as well as the right to disallow the use of our logo and acknowledgement of our support.

Acknowledgment of the National Endowment for the Arts must also be prominently displayed in all materials and announcements for NEA funded project. For print materials, use the NEA's current logo whenever possible along with the following phrase: "This project is supported in part by an award from the National Endowment for the Arts" GCA encourages you to include "To find out more about how NEA grants impact individuals and communities, visit www.arts.gov." For radio or television broadcast, GCA requires the following voice-over language: "This project is supported in part by an award from the National Endowment for the Arts. On the web at arts dot gov." For television broadcast, display of the Arts Endowment logo and web address is required.

6. IMMIGRATION ACT VERIFICATION PROCESS

6.1 Recipient agrees to comply with the Personal Responsibility and Work Opportunity Reconciliation Act of 1996, 8 U.S.C. §§ 1601-1646, ("PRWORA"), enacted by Congress to regulate the receipt of "public benefits" by aliens, and the Georgia Security and Immigration Compliance Act ("GSICA"), O.C.G.A. § 50-36-1 *et seq.* Where Recipient is an organization, GCA shall verify the lawful presence of the individual who has signed the Application.

6.2 Prior to any funds being delivered to Recipient, Recipient shall produce the following documents to GCA.

6.2.1 A document issued by a state or federal jurisdiction or recognized by the United States government and that is verifiable by federal or state law enforcement, intelligence, or homeland security agencies that contains a photograph of the bearer or lists sufficient identifying information regarding the bearer, such as name, date of birth, gender, height, eye color, and address to enable the identification of the bearer. A

list of all acceptable documents can be found on the website of the Georgia Department of Law at http://law.ga.gov/immigration-reports.

6.2.2 If the Recipient cannot produce a document that satisfies Paragraph A, Recipient must submit an affidavit that Recipient is a United States citizen or legal permanent resident 18 years of age or older; or an affidavit that Recipient is a qualified alien or nonimmigrant under the federal Immigration and Nationality Act, is 18 years of age or older, is lawfully present in the United States, and provides the Recipient's alien number issued by the Department of Homeland Security or other federal immigration agency. Form affidavits are accessible on the website of the Georgia Department of Audits and Accounts at http://www.audits.ga.gov/NALGAD/section_3_affidavits.html.

6.2.3 If the funds received under this Grant Agreement will be distributed to individuals or other corporations as sub-recipients, Recipient is responsible for verifying the eligibility of any pass-through recipient under the procedures required under the Personal Responsibility and Work Opportunity Reconciliation Act of 1996, 8 U.S.C. §§ 1601-1646, ("PRWORA") and the Georgia Security and Immigration Compliance Act.

7. RESPONSIBILITIES AND LIABILITIES

7.1 GDEcD, GCA, and the State of Georgia, and their respective officers, employees and directors, assigns and attorneys, assume no liability for damages or injuries arising out of this Agreement or any addendum thereto, and the responsibilities and obligations of GDEcD under the Agreement are limited to providing not more than the total grant as set forth in this Agreement.

7.2 Recipient agrees to indemnify GDEcD, GCA and the State of Georgia, and their respective officers, employees and directors, assigns and attorneys, from any and all known and unknown damages, legal and equitable claims of every kind and nature -- in tort, Agreement, federal law, state law, constitutional law, statute and otherwise, known and unknown -- attorney's fees, costs and expenses of litigation, which GDEcD, GCA and the State of Georgia may now have or which may hereafter accrue on account of or in any way arising out of this Agreement or the administration, planning, preparation, development, conducting, and execution of this Agreement. **This provision shall not apply to state or local units of governments or instrumentalities thereof which are prohibited from entering into indemnification agreements under Georgia law.**

7.3 Recipient agrees to administer, plan, prepare, develop, conduct and execute the Scope of Services described in accordance with all the terms, conditions, and limitations set forth herein. Recipient agrees that no portion of these grant funds shall be utilized for the following expenses:

- Capital Expenditures/Equipment, which are permanent fixtures or equipment with a useful life of over one year that cost more than $5,000. This included:
  - Buildings or real estate
  - Renovations or improvements involving structural changes
  - Roads, driveways, parking lots or projects/repairs
  - Permanent or generally immobile equipment
- Fundraising event expenses
- Programming outside of Georgia
- Tuition for college/university study
- Scholarships, prizes, or endowment funds

- Debt and interest associated with capital expenditures
- Depreciation
- Bad debt
- Alcohol
- Entertainment expenses, such as receptions, refreshments, staff or cast parties, staff awards, flowers, etc.
- Late registration fees for conferences
- Fees paid to lobbyists
- Travel and accommodation expenses that are over the rate allowed by the state of Georgia (see http://gsa.gov/portal/category/100120 for a breakdown of travel rates)
- Any expenses labeled as miscellaneous, other, additional expenses, discretionary expenses, slush fund, etc.

7.4 In the execution of this Agreement, Recipient agrees to refrain from political activities, including endorsement of any political candidate or party, use of machinery, equipment, postage, stationary, or personnel on behalf of any candidate or any question of public policy subject to a referendum, or the display of political posters, stickers, or other printed material.

8. GENERAL PROVISIONS

8.1 Severability. If any provision of this Agreement is determined by a court of competent jurisdiction to be invalid or unenforceable, such determination shall not affect the validity or enforceability of any other part or provision of this Agreement.

8.2 Waiver. A waiver by GDEcD or GCA of any breach of any provision of this Agreement shall not be construed to be either a waiver of its rights regarding any succeeding breach of any such provision or a waiver of the provision itself.

8.3 Assignment. Recipient shall not assign all or any part of the rights or obligations under this Agreement without the prior written consent of GCA, which may be withheld in GCA's sole discretion. Any permitted assignment shall be binding on and inure to the benefit of the Parties' successors and assigns.

8.4 Entire Agreement. This Agreement constitutes the entire agreement between the Parties with respect to the subject matter hereof and supersedes all previous proposals, both oral and written, negotiations, representations, commitments, writings and all other communications between the Parties. This Agreement may not be modified except by an instrument in writing signed by the Parties.

8.5 Governing Law and Venue. This Agreement shall be governed by and construed in accordance with the laws of the State of Georgia, without reference to its conflicts of law's provisions. Any action at law, suit in equity, or other judicial proceeding for the enforcement of this Agreement or any provision thereof shall take place in the Superior Court of Fulton County, Georgia. The Parties hereby consent to the personal jurisdiction of the Superior Court of Fulton County, Georgia in any dispute arising from or relating to this Agreement.

8.6 Relationship of the Parties. Nothing contained in this Agreement shall be deemed or construed as creating a joint venture or partnership between GDEcD/GCA and Recipient. No Party, by virtue of this Agreement, is authorized as an agent, employee or legal representative of the other except as specifically set forth herein.

8.7 Representation of Authority. Each individual executing this Agreement below represents that he or she has full authority to execute this Agreement on behalf of the party.

8.8 Boycott of Israel. Recipient certifies that it is not currently engaged in, and agrees for the Term of this Agreement not to engage in a boycott of Israel, as defined in O.C.G.A. §50-5-85.

8.9 Termination. GCA may terminate this Agreement at any time by giving written notice to the Recipient of such termination and specifying the effective date thereof.

[SIGNATURES ON FOLLLOWING PAGE]

IN WITNESS THEREOF, the undersigned do hereby accept the terms and conditions as set forth in the above Agreement.

RECIPIENT

Authorizing Official Signature

Typed Name: Douglas S. Hollberg

Title & Date: Mayor

Attest:
Jessica W. O'Connor, Secretary

(SEAL)

Approved as to form:

Andrew J. Whalen, III
City Attorney

GEORGIA COUNCIL FOR THE ARTS

Executive Director

Date: 5/30/23

Appendix A: National Policy and Other Legal Requirements, Statutes, and Regulations that Govern Your Award

1. Nondiscrimination Policies

As a condition of receipt of Federal financial assistance, you acknowledge and agree to execute your project, and require any contractors, successors, transferees, and assignees to comply with applicable provisions of national laws and policies prohibiting discrimination, including but not limited to:

1.a Title VI of the Civil Rights Act of 1964, as amended, and implemented by the NEA at 45 USC 1110, provides that no person in the United States shall, on the grounds of race, color, or national origin, be excluded from participation in, be denied benefits of, or be subject to discrimination under any program or activity receiving Federal financial assistance. Title VI also extends protection to persons with limited English proficiency (42 USC 2000d et seq.)

1.b As clarified by **Executive Order 13166, Improving Access to Services for Persons with Limited English Proficiency**, national origin discrimination includes discrimination on the basis of limited English proficiency (LEP). To ensure compliance with Title VI, you must take reasonable steps to ensure that LEP persons have meaningful access to your programs. Meaningful access may entail providing language assistance services, including oral and written translation, where necessary. You are encouraged to consider the need for language services for LEP persons in conducting your programs and activities. For assistance and information go to www.arts.gov/foia/reading-room/nea-limited-english-proficiency-policy-guidance.

1.c Title IX of the Education Amendments of 1972, as amended, provides that no person in the United States shall, on the basis of sex, be excluded from participation in, be denied benefits of, or be subject to discrimination under any education program or activity receiving Federal financial assistance (20 USC 1681 et seq.)

1.d The Age Discrimination Act of 1975, as amended, provides that no person in the United States shall, on the basis of age, be excluded from participation in, be denied benefits of, or be subject to discrimination under any program or activity receiving Federal financial assistance (42 USC 6101 et seq.)

1.e The Americans with Disabilities Act of 1990 (ADA), as amended, prohibits discrimination on the basis of disability in employment (Title I); State and local government services (Title II); and places of public accommodation and commercial facilities (Title III) (42 USC 12101-12213).

1.f Section 504 of the Rehabilitation Act of 1973, as amended, provides that no otherwise qualified individual with a disability in the United States shall, solely by reason of his/her disability, be excluded from participation in, be denied benefits of, or be subject to discrimination under any program or activity receiving Federal financial assistance (29 USC 794).

Access should be integrated into all facets and activities of an organization, from day to day operations to long range goals and objectives. Access accommodations and services should be given a high priority and funds should be available for these services. All organizations are legally required to provide reasonable and necessary accommodations for staff and visitors with disabilities.

Section 504 - Self-Evaluation and Additional Resources

i. A Section 504 self-evaluation ***must*** be on file at your organization. To help your organization evaluate its programs, activities, and facilities to ensure full compliance with Section 504 accessibility requirements,

the Civil Rights Office has a *Section 504 Self Evaluation Workbook*. The workbook is located at www.arts.gov/about/504Workbook.html.

ii. You should designate a staff member to serve as a 504 Coordinator. The completed workbook or similar compliance and supporting documentation should be kept on file for a period of three (3) years from the date the Federal Financial Report (FFR) is filed, and made available to the public and the National Endowment for the Arts upon request. The NEA may request the 504 Workbook or your compliance documents for various potential scenarios including an Inspector General audit and/or civil rights investigation.

iii. *Design for Accessibility: A Cultural Administrator's Handbook* provides guidance on making access an integral part of an organization's staffing, mission, budget, and programs. This Handbook and other resources may be downloaded from the National Endowment for the Arts website at www.arts.gov/accessibility/accessibility-resources/publications-checklists. If you have questions, contact the Office of Accessibility at accessibility@arts.gov; (202) 682-5532; FAX (202) 682-5715; or TTY (202) 682-5496.

2. Environmental and Preservation Policies

2.a The National Environmental Policy Act of 1969, as amended, applies to any Federal funds that would support an activity that may have environmental implications. We may ask you to respond to specific questions or provide additional information in accordance with the Act. If there are environmental implications, we will determine whether a categorical exclusion may apply; to undertake an environmental assessment; or to issue a "finding of no significant impact," pursuant to applicable regulations and 42 USC Sec. 4332.

2.b The National Historic Preservation Act of 1966, as amended, applies to any Federal funds that support activities that have the potential to impact any structure eligible for or on the National Register of Historic Places, adjacent to a structure that is eligible for or on the National Register of Historic Places, or located in a historic district, in accordance with Section 106. This also applies to planning activities that may affect historic properties or districts. We will conduct a review of your project activities, as appropriate, to determine the impact of your project activities on the structure or any affected properties. Agency review must be completed prior to any agency funds being released. You may be asked to provide additional information on your project to ensure compliance with the Act at any time during your award period (16 USC 470).

Other National Policies

3. Debarment and Suspension. You must comply with requirements regarding debarment and suspension in Subpart C of 2 CFR 180, as adopted by the National Endowment for the Arts in 2 CFR 32.3254.

There are circumstances under which we may receive information concerning your fitness to carry out a project and administer Federal funds, such as:

i. Conviction of, or a civil judgment for, the commission of fraud, embezzlement, theft, forgery, or making false statements;
ii. Any other offense indicating a lack of business integrity or business honesty that seriously and directly affects your present responsibility;

iii. Any other cause of so serious or compelling a nature that it affects an organization's present responsibility.

In these circumstances, we may need to act quickly to protect the interest of the government by suspending your funding while we undertake an investigation of the specific facts. We may coordinate our suspension actions with other Federal agencies that have an interest in our findings. A suspension may result in your debarment from receiving Federal funding government-wide for up to three (3) years.

4. The Drug Free Workplace Act requires you to publish a statement about your drug-free workplace program. You must give a copy of this statement to each employee (including consultants and temporary personnel) who will be involved in award-supported activities at any site where these activities will be carried out.

You must maintain on file the place(s) where work is being performed under this award (i.e., street address, city, state, and zip code). You must notify the National Endowment for the Arts Grants & Contracts Office of any employee convicted of a violation of a criminal drug statute that occurs in the workplace (41 USC 701 et seq. and 45 CFR 1155).

5. Lobbying. You may not conduct political lobbying, as defined in the statutes and regulations listed below, within your Federally-supported project. In addition, you may not use Federal funds for lobbying specifically to obtain awards. For definitions and other information on these restrictions, refer to the following:

5.1 No part of the money appropriated by any enactment of Congress shall, in the absence of express authorization by Congress, be used directly or indirectly to pay for any personal service, advertisement, telegram, telephone, letter, printed or written matter, or other device, intended or designed to influence in any manner a Member of Congress, a jurisdiction, or an official of any government, to favor, adopt, or oppose, by vote or otherwise, any legislation, law, ratification, policy, or appropriation, whether before or after the introduction of any bill, measure, or resolution proposing such legislation, law, ratification, policy, or appropriation; but this shall not prevent officers or employees of the United States or of its departments or agencies from communicating to any such Member or official, at his request, or to Congress or such official, through the proper official channels, requests for any legislation, law, ratification, policy, or appropriations which they deem necessary for the efficient conduct of the public business, or from making any communication whose prohibition by this section might, in the opinion of the Attorney General, violate the Constitution or interfere with the conduct of foreign policy, counter-intelligence, intelligence, or national security activities (18 USC 1913).

5.2 Lobbying (2 CFR 200.450) describes the cost of certain influencing activities associated with obtaining grants, contracts, cooperative agreements, or loans as an unallowable project cost. The regulation generally defines lobbying as conduct intended to influence the outcome of elections or to influence elected officials regarding pending legislation, either directly or through specific lobbying appeals to the public.

5.3 Certification Regarding Lobbying to Obtain Awards. Section 319 of Public Law 101-121, codified at 31 USC 1352, prohibits the use of Federal funds in lobbying members and employees of Congress, as well as employees of Federal agencies, with respect to the award or amendment of any Federal grant, cooperative agreement, contract, or loan. While non-Federal funds may be used for such activities, they may not be included in your project budget, and their use must be disclosed to the awarding Federal agency. Disclosure of lobbying activities by long-term employees (employed or expected to be employed for more than 130 days) is, however, not required. In addition, the law exempts from definition of lobbying certain professional and technical services by applicants and awardees.

6. Davis-Bacon and Related Acts (DBRA), as amended, requires that each contract over $2,000 to which the United States is a party for the construction, alteration, or repair of public buildings or public works (these activities include, but are not limited to, painting, decorating, altering, remodeling, installing pieces fabricated off-site, and furnishing supplies or equipment for a work-site) must contain a clause setting forth the minimum wages to be paid to laborers and mechanics employed under the contract. Under the provisions of DBRA, contractors or their subcontractors must pay workers who qualify under DBRA no less than the locally prevailing wages and fringe benefits paid on projects of a similar character.

Information about the laborers and projects that fall under DBRA can be found in the Department of Labor's Compliance Guide at www.dol.gov/compliance/guide/dbra.htm. DBRA wage determinations are to be used in accordance with the provisions of Regulations, 29 CFR Part 1, Part 3, and Part 5, and with DOL's Compliance Guide. The provisions of DBRA apply within the 50 states, territories, protectorates, and Native American nations (if the labor is completed by non-tribal laborers).

7. The Native American Graves Protection and Repatriation Act of 1990 applies to any organization that controls or possesses Native American human remains and associated funerary objects and receives Federal funding, even for a purpose unrelated to the Act (25 USC 3001 et seq.).

8. U.S. Constitution Education Program. Educational institutions (including but not limited to "local educational agencies'' and "institutions of higher education") receiving Federal funds from any agency are required to provide an educational program on the U.S. Constitution on September 17 (P.L. 108-447, Division J, Sec. 111(b)). For more information on how to implement this requirement and suggested resources, see www2.ed.gov/policy/fund/guid/constitutionday and http://thomas.loc.gov/teachers/constitution.html.

9. Prohibition on use of funds to ACORN or its subsidiaries. None of the Federal or matching funds expended for your awarded project may be distributed to the Association of Community Organizations for Reform Now (ACORN) or its subsidiaries (P.L. 111-88 Sec. 427).

AGENDA ITEM SUMMARY

ITEM SUMMARY:

Consider renewal of the Intergovernmental Agreement between the City of Griffin and the Griffin-Spalding County Airport Authority for administrative services provided by the City to the Airport Authority and consider renewal of the Lease for Personnel Services between the City of Griffin and the Griffin-Spalding County Airport Authority. *Airport Director, Robert Mohl will address.*

SPECIAL CONSIDERATIONS OR CONCERNS:

The IGA for services defines the services the City will provide to the Airport and the fees the Airport Authority agrees to pay the City for these services which include personnel, human resources, accounting and reporting, financial policies and internal controls, information technology, inter-departmental charges, fleet management services and facilities maintenance. The term of the agreement is 10 years: July 1, 2023 through June 30, 2033.

The Lease Agreement for personnel services defines the lease of City employees to the Airport to conduct the necessary day-to-day operations. The term of the agreement is 10 years: July 1, 2023 through June 30, 2033.

At its Regularly Scheduled Meeting, held on the April 10, 2023, the Griffin-Spalding County Airport Authority approved the Draft IGAs and recommend approval of each.

STAFF RECOMMENDATION:

Staff recommends approval.

FINANCIAL IMPACT:

Per the City of Griffin's budget policies & processes, the Airport Authority will continue to submit a comprehensive annual budget request. The request will be reviewed and approved each year by the parent funding entities. The City of Griffin and Spalding County, per the Joint Funding IGA, agree to support the approved Airport Authority's local grant match, and budget operating shortfall at 50% each.

Submitted By:
Robert Mohl

Meeting Date:
13/06/2023

Reviewed By:
Jessica O'Connor

ATTACHMENTS:

IGA_Personnel_City___Authority_2023.pdf
IGA_Sevices_City___Authority_2023.pdf
10 April 23 After Agenda.pdf

State of Georgia,
County of Spalding.

LEASE AGREEMENT FOR PERSONNEL SERVICES BETWEEN THE CITY OF GRIFFIN AND THE GRIFFIN-SPALDING COUNTY AIRPORT AUTHORITY

This Employee Lease Agreement (hereinafter referred to as the "Agreement"), dated June 30, 2023 between the City of Griffin, Georgia (hereinafter referred to as "Lessor"), and the Griffin-Spalding County Airport Authority (hereinafter referred to as "Lessee").

Term of Agreement

The term of this agreement shall commence on July 1, 2023 and remain in force until June 30, 2033, unless the parties mutually agree, in writing, to an earlier termination; provided, however, either party may terminate this agreement at any time with a sixty (60) day written notice to the other party.

Intergovernmental Agreement

This writing (hereafter referred to as the "Agreement" or "IGA") shall constitute a binding, legal contract by and between the parties hereto, in accordance with the authority granted by Article IX, Section III, Paragraph I of the 1983 Constitution of the State of Georgia. The obligations of the parties hereunder shall constitute general obligations to which the full faith and credit of each governmental entity is hereby pledged, including, if necessary, the levy of ad valorem taxes, if applicable. Each of the parties herein covenants that it has the requisite legal authority to provide the services, perform the functions, construct, and operate the facilities and equipment, and otherwise do all things necessary, convenient, and expedient to carry out the obligations and responsibilities herein set forth, either expressly or by reasonable implication. Said parties further covenant that all conditions or acts required by law to authorize said agreement have been met or performed. This agreement shall constitute a valid, binding, and enforceable obligation of each party and all assertable immunities and defenses, if any, are hereby waived as to the opposing party. The parties covenant that they will uphold and defend the validity and enforceability of this agreement in any proceeding in which it may be challenged.

The Employees

Lessor agrees to lease to Lessee those employees necessary to provide day-to-day general aviation operations at the Griffin-Spalding Airport. At all times relevant hereto, employees shall be employees of the City of Griffin, who shall be solely responsible for paying the individuals from its accounts, withholding, and submitting taxes and other governmental obligations, deducting for benefits, and timely reporting and/or filing of returns as required of employees in general. At no time shall the individuals assigned by the City to the Authority be deemed employees of said Authority.

Services Provided to Lessee

Lessor shall pay all agreed wages and salaries to leased employees in accordance with compensation negotiated by the parties, as from time to time amended, including any cost-of-living adjustments provided to other employees of the City. Lessor shall also withhold, collect, report, and remit payroll-related and unemployment truces, and make payments on behalf of leased employees for employee entitlements and benefits, as required by Federal or State law or as otherwise available to other employees of the City. Lessee shall be liable to Lessor for full reimbursement for all compensation paid to leased employees, including benefits and taxes.

Lessor shall be responsible for all other administrative functions customarily performed by an Employer for its employees with regard to the leased employees while they are performing work for Lessee. Lessor shall, without regard to payments by Lessee, assume such responsibilities as are required by applicable federal wage and hour laws for payment of wages to leased employees until such employees are terminated from employment with Lessor. Lessor shall secure coverage for workers' compensation for employees covered under this Agreement.

Leased employees shall be subject to equivalent pay scales, benefits and retirement afforded to all City of Griffin employees. In conjunction with the Authority's annual adoption of a budget, the Authority shall negotiate with the City to assess the level of staffing, compensation and benefit cost, and other employment entitlements to be reflected in the Authority's final adopted budget.

At all times, Lessor shall have the sole right to hire and terminate employees who perform services for the Authority, including final selection of employees for assigned duties identified, from time to time, by the Authority. Lessee agrees to cooperate with Lessor in all employment and employee discipline matters relating to employees leased by Lessor. Lessee shall have the right to request discipline, including termination, of a leased employee, subject to the personnel policies of the City of Griffin, subject to final determination of action, if any, by the City Manager.

Lessee shall have the right to supervise and direct the leased employees in a reasonable manner consistent with acceptable business practices. In the event a leased employee files a grievance against the Authority, the Authority, by its duly authorized representative, shall participate in the grievance resolution process. An annual evaluation of leased employees shall be performed by the Authority using City performance evaluation policies, subject to final review by the City Manager.

For purposes of operational liability of the Griffin-Spalding County Airport and/or any other airport operated by the Authority during the term of this Agreement, the Authority shall procure and maintain airport operators and hangar keepers liability insurance coverage in an amount sufficient to defend and, if necessary, pay any resulting legal liability imposed against a leased employee while performing services for the Authority under this Agreement.

Safety and Training

- Lessor shall be responsible to provide a safety program for the leased employees.
- Lessee shall be responsible for any safety citations or fines that may be imposed on the Authority during the term of this Agreement.
- Lessee shall provide incident reports concerning liability claims to the Risk Manager of the City of Griffin, if requested.

Safe Work Environment

- Lessee agrees that it will comply with all health and safety laws, regulations, ordinances, directives, and rules imposed by controlling federal, state, and local government.
- Lessee agrees to immediately report all employee accidents and injuries to the Risk Manager of the City of Griffin and complete all forms required and necessary to ensure the accident or injury is reported correctly.
- Lessee agrees to abide by all Lessor safety rules and regulations and ensure all employees are sufficiently trained to abide by said rules and regulations.
- Lessee shall provide all personal protection gear and/or equipment, as required by federal, state, and local law, or as required by Lessor's workers' compensation carrier. Lessor is responsible for the administration of employment and safety policies, managing workers' compensation claims, claims filing, and related procedures.

Indemnification and Attorney's Fees

- To the extent allowed by law, both parties agree to indemnify, defend and hold harmless the other party, its officers, directors and agents from and against any and all losses, liabilities, expenses and claims for damage (collectively "Claims") which the other party may incur, to the extent such Claims are not caused by the negligent or otherwise wrongful acts, errors or omissions of the other party.

- In the event that a party is required to prosecute any claim occasioned by the breach or default of the other party in any provisions of this Agreement, the party shall be entitled to all reasonable litigation costs arising therefrom, including reasonable attorney's fees.

Governing Law and Forum Selection

This Agreement shall be governed by laws of the State of Georgia. The parties agree that any action filed to enforce performance of this Agreement shall be filed in the Superior Court of Spalding County, Georgia.

Amendment and Notices

This Agreement may not be amended or modified, except in a subsequent writing spread upon the Minutes of the respective party, showing its approval and authorization for its execution by its designated officers.

Any notices required to be given to the parties by this Agreement shall be served, in person or by Certified Mail, Return Receipt Requested, addressed as follows:

LESSOR: CITY OF GRIFFIN, GEORGIA
Attn: City Manager
100 S. Hill Street, Third Floor Griffin, GA 30223

LESSEE: GRIFFIN-SPALDING COUNTY AIRPORT AUTHORITY
Attn: Chairman
Griffin-Spalding County Airport Griffin, GA 30224

INWITNESS WHEREOF, the parties have set their hands and affixed their seals, the day and year first above written.

CITY OF GRIFFIN

By: Douglas S. Hollberg, Mayor

Attest:

(SEAL)

Approved as to form:

Andrew J. Whalen, III
City Attorney

GRIFFIN-SPALDING COUNTY AIRPORT AUTHORITY

By: Randy Peters, Chair

Attest:

(SEAL)

Approved as to form:

Authority Attorney

GRIFFIN-SPALDING COUNTY AIRPORT AUTHORITY SEAL 2012

STATE OF GEORGIA
COUNTY OF SPALDING

INTERGOVERNMENTAL AGREEMENT BETWEEN THE CITY OF GRIFFIN, GEORGIA AND THE GRIFFIN-SPALDING COUNTY AIRPORT AUTHORITY

This Agreement made and entered as of June 30, 2023, by and between the City of Griffin, Georgia (hereinafter "City") and the Griffin-Spalding County Airport Authority (hereinafter "Authority") for the purpose of defining the services the City will provide to the Authority and the fees the Authority hereby agrees to pay the City for such services. It is contemplated by the parties that all services, together with the cost thereof, shall be budgeted in the Authority's approved annual budget, which will be jointly funded by the City and County of Spalding, as provided in that certain intergovernmental agreement between the City, County and Authority, dated June 30, 2023.

This Agreement shall have a term of ten years, commencing July 1, 2023 and terminating on June 30, 2033, unless sooner terminated based upon written notice given the other party not less than six months prior to the stated effective date.

This writing (hereafter referred to as the "Agreement" or "IGA") shall constitute a binding, legal contract by and between the parties hereto, in accordance with the authority granted by Article IX, Section III, Paragraph I of the 1983 Constitution of the State of Georgia. The obligations of the parties hereunder shall constitute general obligations to which the full faith and credit of each governmental entity is hereby pledged, including, if necessary, the levy of ad valorem taxes, if applicable. Each of the parties herein covenant that it has the requisite legal authority to provide the services, perform the functions, construct, and operate the facilities and equipment, and otherwise do all things necessary, convenient, and expedient to carry out the obligations and responsibilities herein set forth, either expressly or by reasonable implication. Said parties further covenant that all conditions or acts required by law to authorize said agreement have been met or performed. This agreement shall constitute a valid, binding, and enforceable obligation of each party and all assertable immunities and defenses, if any, are hereby waived as to the opposing party. The parties covenant that they will uphold and defend the validity and enforceability of this agreement in any proceeding in which it may be challenged.

The City shall provide the following services to the Authority:

1. **Personnel:** The City will provide staffing through leased employees in accordance with the adopted budget and separate IGA of even date.

2. **Human resources:** The City will provide Human Resources support functions for the purpose of benefits administration, retirement benefits, payroll processing, and insurance programs to include though not be limited to health, dental, workers compensation, professional liability, property, casualty, short-term and long-term disability. Leased employees will remain employees of the City of Griffin and subject to City personnel rules and regulations.

3. **Accounting and reporting:** The City will perform accounting and reporting functions as outlined in the City's Financial Management Program Policy for Component Units - Griffin-Spalding County Airport Authority.

4. **Financial policies and internal controls:** The Authority will follow and adhere to the City of Griffin's Financial Management Program Policies, internal controls, procurement guidelines, budget requirements, City ordinances, Generally Accepted Accounting Principles, Government Accounting Standards Board rules, and Government Finance Officers Association best practices.

5. **Information technology:** The City will provide for and support technology requirements for airport operations as agreed by the parties during the budget adoption process.

6. **Inter-departmental charges:** The Authority will incur inter-departmental charges including facilities maintenance. These charges are determined during the City's budget adoption process. Charges are an allocation based on the number of employees city-wide, as a percent thereof. Allocated costs include, and are not limited to, Management Services, Administrative Services, and Planning & Development Services, etc.

7. **Fleet management services:** The City will provide for and support all airport vehicles and airfield maintenance equipment under the City's current adopted policies and cost structures. The Authority will perform in accordance with fleet maintenance policies and procedures as appropriate to rolling stock and prescribed preventative maintenance schedules.

8. **Facilities maintenance:** The Authority owns and will manage the airport facilities, in good repair and condition, and contact vendors or the City for maintenance and repairs to facilities, as appropriate.

Fees for services: Charges for services will be calculated by including all revenue sources, deducting all expenditures and interdepartmental charges, adding back depreciation, and deducting cost of capital net of FAA/GDOT/State or grant funding. The remainder, before transfers, will serve as the amount owed at one-half (1/2) by the City and Spalding County, respectively.

At budget adoption, the City and County, each agree to fund the budget at one-half (1/2) each to cover any expenditures in excess of revenue.

Unforeseen circumstances (mission critical) may require the Authority to request additional funding from the City and County. Under these conditions, the City and County may approve and fund the request. If the City and County deny the request, the Authority must seek other alternatives for funding without further obligating the City and County.

Governing Law and Forum Selection. This Agreement shall be governed by laws of the State of Georgia. The parties agree that any action filed to enforce performance of this Agreement shall be filed in the Superior Court of Spalding County, Georgia.

Amendment and Notices. This Agreement may not be amended or modified, except in a subsequent writing spread upon the Minutes of the respective party, showing its approval and authorization for its execution by its designated officers.

Any notices required to be given to the parties by this Agreement shall be served, in person or by Certified Mail, Return Receipt Requested, addressed as follows:

LESSOR: CITY OF GRIFFIN, GEORGIA
Attn: City Manager
100 S. Hill Street, Third Floor Griffin, GA 30223

LESSEE: GRIFFIN-SPALDING COUNTY AIRPORT AUTHORITY
Attn: Chairman
Griffin-Spalding County Airport Griffin, GA 30224

IN WITNESS WHEREOF, the parties have set their hands and affixed their seals, the day and year first above written.

CITY OF GRIFFIN

By: Douglas S. Hollberg, Mayor

Attest:

(SEAL)

Approved as to form:

Andrew J. Whalen, III
City Attorney

GRIFFIN-SPALDING COUNTY AIRPORT AUTHORITY

By: Randy Peters, Chair

Attest:

(SEAL)

Approved as to form:

Authority Attorney

SPALDING COUNTY AIRPORT AUTHORITY GRIFFIN SEAL 2012

Griffin-Spalding County Airport Authority
" Your Aviation Gateway "
1035 South Hill Street
Griffin, GA 30224
www.cityofgriffin.com
Telephone (770) 227-2928

Griffin-Spalding Airport Authority Meeting

Airport Authority: Regular Meeting — **10 April, 2023**

One Griffin Center: **AGENDA** **5:00 p.m.**

1. **Call To Order:** Time: 5:00 PM
2. **Welcome New Authority Members:**
3. **Adopt Minutes:** 13 March 2023 5PM Regular Meeting: Motion: Mr. Dennis Noll 2nd: Mr. Joe Reheiser (5 - 0)
   13 March 2023 4PM Special Called Mtg: Motion Mayor Doug Hollberg 2nd Mr. Dennis Noll (5 - 0)
4. **Audience Comments:**
5. **Report of Committees:**
6. **Old Business:**
   a. **Project Manager, Construction NGSA, Monthly Report:**
      1. NGSA Project Update:
      2. Monthly Expenditure Authorizations: Motion Mayor Doug Hollberg 2nd Mr. Joe Reheiser (5 - 0)
   b. **Airport Director, Current Airport Issues, 6A2: – Robert Mohl**
      1. Runway Crack Seal Project (Design) Update:
      2. ALP Exhibit-A Update:
      3. Monthly Statistical Report:
   c. **Legal Counsel: – Ms. Stephanie Windham:**
      1. Draft Personnel Lease 6A2 Renewal — Motion Mayor Doug Hollberg 2nd Mr. Dennis Noll (5 - 0)
      2. Draft IGA Srvcs Agrmnt COG-GSAA — Motion Mayor Doug Hollberg 2nd Mr. Joe Reheiser (5 - 0)
      3. Draft IGA Joint Funding for Avn Srvcs — Motion Mayor Doug Hollberg 2nd Mr. Dennis Noll (5 - 0)
      4. Draft Agreement for Engineering Srvcs: — Motion Mayor Doug Hollberg 2nd Mr. Tim Brown (5 - 0)
      5. Draft Agreement for Planning Srvcs: — Motion Mayor Doug Hollberg 2nd Mr. Tim Brown (5 - 0)
      6. Lease Assignment 143 SHW — Motion Mr. Dennis Noll 2nd Mr. Tim Brown (5 - 0)
   d. **6A2 - Tenant Safety Violation & Court Appearance:**
   e. **Lobbyist Proposal Update: - Dr. Peters**
7. **New Business:**
8. **Authority Member Comments:**
9. **Next Airport Authority Meeting:** 08 May, 2023, 5PM, One Griffin Center
10. **Adjournment:** Motion: Mr. Dennis Noll 2nd: Mr. Joe Reheiser (5 - 0) Time: 5:52 PM

AGENDA ITEM SUMMARY

ITEM SUMMARY:

Consider renewal of an intergovernmental agreement for joint funding among the Griffin-Spalding County Airport Authority, The City of Griffin and Spalding County, in support of the Griffin-Spalding County Airport. *Airport Director Robert Mohl will address.*

SPECIAL CONSIDERATIONS OR CONCERNS:

The City of Griffin, Spalding County and the GS-Airport Authority have previously entered into a Joint Funding IGA for the Airport (6A2). The current Joint Funding IGA expires on the 30th of June 2023. The renewal IGA establishes Joint Funding of the Griffin-Spalding County Airport for a period of 10 years, commencing on 01 July, 2023 and ending on the 30th of June 2033.

At its Regularly Scheduled Meeting, held on the 10 th of April, 2023, the Griffin-Spalding County Airport Authority approved the Draft Joint Funding IGA and recommends approval. (GSAA Regular Meeting, 10 April, 2023 After Agenda attached - 6. Old Business, items c.3.)
At its Extraordinary Session, held on 15 May, 2023, The Board of Commissioners of Spalding County approved the Draft Joint Funding IGA (XI - New Business, item #9.)

STAFF RECOMMENDATION:

Staff recommends approval.

FINANCIAL IMPACT:

Per the City of Griffin's budget policies & processes, the Airport Authority will continue to submit a comprehensive annual budget request. The request will be reviewed and approved each year by the parent funding entities. The City of Griffin and Spalding County, per the Joint Funding IGA, agree to support the approved Airport Authority's local grant match, and budget operating shortfall at 50% each.

Submitted By:
Robert Mohl

Meeting Date:
13/06/2023

Reviewed By:
Jessica O'Connor

ATTACHMENTS:
2023 IGA-COG_Airport with AJW signature.pdf
10 April 23 After Agenda.pdf
15 May 2023 Spalding County Meeting Minutes.pdf

STATE OF GEORGIA,
COUNTY OF SPALDING

INTERGOVERNMENTAL AGREEMENT BETWEEN THE CITY OF GRIFFIN, GEORGIA, THE COUNTY OF SPALDING, GEORGIA AND THE GRIFFIN-SPALDING COUNTY AIRPORT AUTHORITY FOR JOINT FUNDING OF GENERAL AVIATION OPERATIONS

This Intergovernmental Agreement, made and entered this 30th day of June, 2023, by and between the CITY OF GRIFFIN, a Georgia municipal corporation, situated in Spalding County, Georgia (hereafter, "the City"), the COUNTY OF SPALDING, a political subdivision of the State of Georgia (hereafter, "the County") and the GRIFFIN-SPALDING COUNTY AIRPORT AUTHORITY, a public body corporate (hereafter, "the Authority"; collectively, the City, County and Authority may be referred to as the "parties"), provides as follows:

1.

This writing (hereafter referred to as "the Agreement" or "IGA") shall constitute a binding, legal contract by and between the parties hereto, in accordance with the authority granted by Article IX, Section III, Paragraph I of the 1983 Constitution of the State of Georgia. The obligations of the parties hereunder shall constitute general obligations to which the full faith and credit of each governmental entity is hereby pledged, including, if necessary, the levy of ad valorem taxes1. Each of the parties herein covenants that it has the requisite legal authority to provide the services, perform the functions, construct and operate the facilities and equipment, and otherwise do all things necessary, convenient, and expedient to carry out the obligations and responsibilities herein set forth, either expressly or by reasonable implication. Said parties further covenant that all conditions or acts required by law to authorize said agreement have been met or performed. This agreement shall constitute a valid, binding, and enforceable obligation of each

party and all assertable immunities and defenses, if any, are hereby waived as to the opposing party. The parties covenant that they will uphold and defend the validity and enforceability of this agreement in any proceeding in which it may be challenged.[1]

2.

The parties have mutually agreed that the City shall maintain a management agreement with said Authority to provide day-to-day general aviation operations at said Airport during reasonable hours of operation, seven days a week, year-round. In addition, said Authority shall lease personnel from the City, who shall be solely responsible for employee compensation and benefits equivalent to those benefits provided other general employees of said City. The Authority shall become jointly obligated with the parties and shall perform, in accord with the exact tenor thereof, all conditions and obligations imposed upon the parties as "sponsors" under Grant Assurances with the FAA and GDOT.

3.

It is the express purpose of this Agreement to provide for annual funding of future Airport management and operation for FY24, commencing July 1, 2023, and for future fiscal years covered by this Agreement. Annually, in conjunction with preparation of the City and County fiscal year budgets, the Authority shall present to the parties a recommended budget for operating the Airport. Representatives of the parties shall confer and agree on the level of service to be funded for the upcoming fiscal year, with the City and County each agreeing to appropriate one-half (1/2) of the anticipated shortfall in revenues required to fund the agreed budget. Revenues shall be paid, pro rata, by the City and County to the Authority at least quarterly, on or before the 5th day in the months of July, October, January, and April. The Authority shall prepare monthly financial

[1] The City and County acknowledge the Authority has no power to levy ad valorem taxes.

statements, in accordance with generally accepted governmental accounting standards, and furnish a copy to the City and County within 30 days of the end of each calendar month. Books and records of the Authority shall be independently audited at the close of every year.

In the event of unanticipated contingencies for which there are insufficient funds to cover payment, the Authority may petition the City and County to share in additional funding; provided, however, the Authority shall not incur any expense which is either not appropriated in the annual budget or for which funding has not been arranged in advance of incurring the obligation.

The Airport Capital Improvement Program contains facilities, equipment, and projects which are subject to funding from FAA and GDOT, subject to a local match. The parties agree to each pay one-half (1/2) the local match required provided it is appropriated in the current fiscal year budget.

4.

The term of this Agreement shall commence upon its execution by all parties and terminate on June 30, 2033, unless the parties mutually agree, in writing, to an earlier termination; provided, however, should the City, County, and/or Authority relocate the Airport to a new location and elect to cease operations at the present Airport location, operations at the present Airport shall be terminated in a reasonably commercial manner and this Agreement shall terminate at a mutually agreed date, preferably coinciding with a fiscal year end.

5.

This writing represents the full agreement of the parties hereto as to the subject matter treated and supersedes all prior negotiations or discussions not expressly set forth herein. This Agreement may only be altered, modified, or amended in a writing signed by all parties and dated subsequent to the initial date of execution. This Agreement shall be interpreted and enforced in

accordance with the law of the State of Georgia.

IN WITNESS WHEREOF, the parties have set their hands and affixed their seals, the day and year first above written.

COUNTY OF SPALDING, GEORGIA

By: Clay Davis, Chairman

Attest: Kathy Gibson, County Clerk

(SEAL)

Approved as to form:

County Attorney

CITY OF GRIFFIN, GEORGIA

By: Douglas S. Hollberg, Mayor

Attest: Jessica W. O'Connor, Secretary

(SEAL)

Approved as to form:

Andrew J. Whalen, III

City Attorney

GRIFFIN-SPALDING COUNTY AIRPORT AUTHORITY

By: Randy Peters, Chair

Attest:

(SEAL)

Approved as to form:

Authority Attorney

Griffin-Spalding County Airport Authority
" Your Aviation Gateway "
1035 South Hill Street
Griffin, GA 30224
www.cityofgriffin.com
Telephone (770) 227-2928

Griffin-Spalding Airport Authority Meeting

Airport Authority: Regular Meeting — **10 April, 2023**

One Griffin Center: **AGENDA** **5:00 p.m.**

1. **Call To Order:** Time: 5:00 PM
2. **Welcome New Authority Members:**
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   13 March 2023 4PM Special Called Mtg: Motion Mayor Doug Hollberg 2nd Mr. Dennis Noll (5 - 0)
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5. **Report of Committees:**
6. **Old Business:**
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      1. NGSA Project Update:
      2. Monthly Expenditure Authorizations: Motion Mayor Doug Hollberg 2nd Mr. Joe Reheiser (5 - 0)
   b. **Airport Director, Current Airport Issues, 6A2: – Robert Mohl**
      1. Runway Crack Seal Project (Design) Update:
      2. ALP Exhibit-A Update:
      3. Monthly Statistical Report:
   c. **Legal Counsel: – Ms. Stephanie Windham:**
      1. Draft Personnel Lease 6A2 Renewal — Motion Mayor Doug Hollberg 2nd Mr. Dennis Noll (5 - 0)
      2. Draft IGA Srvcs Agrmnt COG-GSAA — Motion Mayor Doug Hollberg 2nd Mr. Joe Reheiser (5 - 0)
      3. Draft IGA Joint Funding for Avn Srvcs — Motion Mayor Doug Hollberg 2nd Mr. Dennis Noll (5 - 0)
      4. Draft Agreement for Engineering Srvcs: — Motion Mayor Doug Hollberg 2nd Mr. Tim Brown (5 - 0)
      5. Draft Agreement for Planning Srvcs: — Motion Mayor Doug Hollberg 2nd Mr. Tim Brown (5 - 0)
      6. Lease Assignment 143 SHW — Motion Mr. Dennis Noll 2nd Mr. Tim Brown (5 - 0)
   d. **6A2 - Tenant Safety Violation & Court Appearance:**
   e. **Lobbyist Proposal Update: - Dr. Peters**
7. **New Business:**
8. **Authority Member Comments:**
9. **Next Airport Authority Meeting:** 08 May, 2023, 5PM, One Griffin Center
10. **Adjournment:** Motion: Mr. Dennis Noll 2nd: Mr. Joe Reheiser (5 - 0) Time: 5:52 PM

After Agenda
Board of Commissioners – Extraordinary Session
May 15, 2023 6:00 PM
Room 108, Spalding County Annex Building
119 E. Solomon Street
Griffin, GA 30223

The Spalding County Board of Commissioners held their Extraordinary Session on Monday, May 15, 2023, in Room 108 of the Spalding County Annex Building, beginning at 6:00 p.m. with Chairman Clay Davis presiding. Commissioners James Dutton, Gwen Flowers-Taylor, Ryan Bowlden and Rita Johnson were present for the meeting. Also present were County Manager, Steve Ledbetter, County Attorney, Stephanie Windham and County Clerk, Kathy Gibson to record the minutes.

I. OPENING (CALL TO ORDER) was led by Chairman Clay Davis.

PLEASE SILENCE YOUR CELL PHONES AND ALL OTHER ELECTRONIC DEVICES.

II. INVOCATION

1. Commissioner Gwen Flowers-Taylor, District #1, delivered the Invocation.

III. PLEDGE TO THE FLAG

1. Commissioner James R. Dutton, District #2, led the Pledge to the Flag.

IV. PUBLIC HEARINGS – None.

V. PRESENTATION OF FINANCIAL STATEMENTS

1. Consider approval of financial statements for the ten months ended April 30, 2023.

   Jinna Garrison, Administrative Services Director, advised she would be happy to answer any questions the Board may have regarding the Financial Statements.

   Motion/Second by Flowers-Taylor/Bowlden to approve the financial statements as presented for the ten months ended April 30, 2023. Motion carried by a unanimous vote.

VI. PRESENTATIONS/PROCLAMATIONS

1. Recognize Chairman Clay Davis on completing the classes necessary to become a Certified County Commissioner.

   Dr. Ledbetter stated that this designation is awarded by the University of Georgia, Carl Vinson Institute of Government and the ACCG. When the prescribed core educational classes and the Lifelong Learning Academy are completed by an

individual. Chairman Davis was recognized for this achievement at the ACCG Annual Conference in Savannah, and we have his certificate here this evening.

2. Consider approval nunc pro tunc of a Proclamation for the National Day of Prayer in Spalding County, Georgia.

Commissioner Dutton advised that the Board has approved the National Day of Prayer but had never approved the Proclamation. He presented the Proclamation at the ceremony on the courthouse veranda on May4th, 2023 and asked the Board to adopt the Proclamation nunc pro tunc.

Motion/Second by Flowers-Taylor/Johnson to approve nunc pro tunc a Proclamation recognizing the National Day of Prayer in Spalding County.

Commissioner Dutton then read the Proclamation for everyone present at the meeting.

Motion carried by a unanimous vote.

VII. CITIZEN COMMENTS

Speakers must sign up prior to the meeting and provide their names, addresses and the topic they wish to discuss. Speakers must direct your remarks to the Board and not to individual Member or to the audience. Personal disagreements with individual Members or County employees are not a matter of public concern and personal attacks will not be tolerated. The Chairman has the right to limit your comments in the interest of disposing of the County's business in an efficient and respectable manner.

Speakers will be allotted three (3) minutes to speak on their chosen topics as they relate to matters pertinent to the jurisdiction of the Board of Commissioners. No questions will be asked by any of the members during citizen comments. Outbursts from the audience will not be tolerated. Common courtesy and civility are expected at all times during the meeting. No speaker will be permitted to speak more than three (3) minutes or more than once, unless the Board votes to suspend this rule.

Kerry Gebler, 646 MacArthur Drive, Griffin, GA expressed her concerns regarding the change in directors at the Animal Shelter, we have gone through three shelter supervisors in a year. We worked hard to get the shelter built, it is a state-of-the-art facility. There is no reason we should be going through so many directors. She then expressed her concerns regarding the proposed opening of the Aquatic Center and the Recycling Centers. We have a commissioner defending Code Enforcement violators on codes that he may or may not have voted on and that seems like a conflict of interest. She is concerned that we have a commissioner passing laws and then defending citizens against violations of those laws.

Newton Galloway, 406 n. Hill Street, Griffin, GA updated the Board on the status of properties currently owned by the Land Bank Authority. He stated that since January

1st of this year the Land Bank has completed twelve (12) closings: three side-lot closings where somebody can acquire the property that is adjacent to their property if the Land Bank owns it so that they can make small lots into larger lots. They are allowed to do this without cost. We have sixteen (16) that are ready to close and there are an additional eleven (11) that are prepared to close within sixty (60) days after the right of redemption is completed.

The twelve (12) properties that we have recently closed puts the value of properties we have in Spalding County raised at $29,000 in revenue. Bringing totals sales for the Land Bank on foreclosed properties to approximately $140,000 over the past four years. He complemented David Penland of Beck, Owen, and Murray for concentrating on these properties and bringing them to closing. This confirms what we have always said, that if we can get a permanent employee who is willing to do the work to get the properties closed, the Land Bank can function as it is supposed to and get these properties sold.

Mr. Galloway stated that we have now closed more properties in four months than most Land Banks do in one year and without an Executive Director. He then advised that the Board has before them tonight an Intergovernmental Agreement that makes the anticipated employee of the Land Bank an employee of the City of Griffin, but with consultation with the Land Bank and members of the Authority. That is acceptable to the Land Bank. He then added that at the meeting of the Land Bank last Thursday, Ms. O'Connor, the Mayor and Ms. Reid-Ward said they would be fine with letting the employee be an employee of the County. We don't care about for whom they work, we just need someone in a position that can do the work that Mr. Penland is not able to complete, that needs to be an administrative function, so we are not paying unnecessary attorney fees. That person does not need to be a lawyer, but it does need to be someone who has a background in real estate and is committed to doing the work the way it is supposed to be done.

Erica Pagan 3006 Lincoln Log Way, McDonough, GA spoke about the Urban Outreach Association and their desire to host the 2nd Annual Juneteenth Celebration at Fairmont Park.

Reginald Watts, 128 Huntington Terrace, Griffin, GA stated that he is the President and CEO of the Urban Outreach Association in Griffin, and we are coming before the Board and requesting to have a Juneteenth Celebration on June 17th at Fairmont Park from noon until 5:00 p.m.

VIII. MINUTES

1. Consider approval of the Minutes from the Spalding County Board of Commissioners Regular Meeting on May 1, 2023.

Motion/Second by Flowers-Taylor/Dutton to approve the Minutes of the Spalding County Board of Commissioners Regular Meeting on May 1, 2023. Motion carried by a unanimous vote.

IX. CONSENT AGENDA – None.

X. OLD BUSINESS

1. Lift from the table and consider recommendation from the Parks and Leisure Services Advisory Commission to accept a donation from the Spalding County Pickleball Association and the facility improvements for which they are specified.

Motion/Second by Flowers-Taylor/Dutton to lift from the table and consider recommendation from the Parks and Leisure Services Advisory Commission to accept a donation from the Spalding County Pickleball Association and the facility improvements for which they are specified. Motion carried by a unanimous vote.

Commissioner Flowers-Taylor stated that she was at the Parks and Leisure Services Advisory Commission meeting when this was presented by the Pickleball Association, and she has no problem with this request.

Motion/Second by Flowers-Taylor/Dutton to approve the recommendation from the Parks and Leisure Services Advisory Commission to accept a donation from the Spalding County Pickleball Association in the amount of $50,000 to perform the facility improvements as listed in the request. These improvements are to be made at no cost to Spalding County. Motion carried unanimously by all.

2. Lift from the table and consider recommendation from the Parks and Leisure Services Advisory Commission to approve the Spalding County Pickleball Association's long term pickleball facility improvement plan with the purpose of the Spalding County Pickleball Association seeking and accepting sponsorships.

Motion/Second by Dutton/Flowers-Taylor to lift from the table and consider recommendation from the Parks and Leisure Services Advisory Commission to approve the Spalding County Pickleball Association's long term pickleball facility improvement plan with the purpose of the Spalding County Pickleball Association seeking and accepting sponsorships. Motion carried by a unanimous vote.

Motion/Second by Dutton/Flowers-Taylor to consider recommendation.

Commissioner Flowers-Taylor stated that a Leisure Services and Park Master Plan have not been updated since 2005, there is money that has been set aside in the Impact Fee that can be utilized to complete this study. She stated that the Board would not be good stewards if we allowed Pickleball to give us a strategic plan that may not match with the strategic plan for the remainder of Leisure Services. We need to know what we want to look like in 5 – 15 years. So rather than not approving this, she would say that the Board should approve Leisure Services to move forward with a Leisure Services and Parks Master Plan study and incorporate these things

into that study. This would make it a holistic study and not favoring one activity over another. We want to grow all of Leisure Services at the same pace. These projects do need to be included in the Leisure Services and Parks Master Plan.

Commissioner Flowers-Taylor stated that the Spalding County Pickleball Association is an entity who can raise money and accept sponsorships as an Association and doesn't need the Board's permission to seek sponsorships. Should the improvements be included in a Leisure Service and Parks Master Plan, then the Association could collect sponsorships to implement the projects as part of the proposed Master Plan.

Commissioner Dutton then withdrew his motion and Commissioner Flowers-Taylor withdrew her second.

Motion/Second by Flowers-Taylor/Bowlden to direct Spalding County Leisure Services to move forward with a Leisure Services and Parks Master Plan to include the future changes for the Pickleball facility as presented by the Association to allow for that group to solicit sponsorships and raise money for those improvements. Motion carried by a unanimous vote.

3. Lift from the table and consider results of RFP for Indigent Defense for Spalding County.

Motion/Second by Flowers-Taylor/Johnson to lift from the table and consider the results of the RFP for Indigent Defense for Spalding County Motion carried by a 4-0-1 (Commissioner James Dutton left the room as he works within the Court System and wished to recuse himself from this vote).

Dr. Ledbetter advised that the Board requested an opportunity to meet with both law firms before making a decision. Those discussions were held earlier today and both firms presented their RFP bids. He advised that one of the firms is present this evening.

Commissioner Flowers-Taylor stated that she had looked at the two proposals and while she is certainly always looking for a lower rate for a service, she stated that she has had none of her constituents contact her about being treated poorly by the indigent defense office. That was a huge thing for her. She is comfortable with the Jewkes Law Firm because everything has gone up and she feels these numbers are appropriately reflective of how much this service is going to go up. She further stated that she feels the increase they are requesting is within reason based on the increase of goods and services that has occurred since they started working with the County.

Motion/Second by Flowers-Taylor/Bowlden to accept the bid presented by the Jewkes Law Firm for indigent defense for a renewable three-year contract.

Commissioner Johnson thanked the attorneys who came in earlier today to present to the Board.

Commissioner Dutton then stated that since he works in the Court where the indigent defense would be provided, and indigent defense is in competition for his law firm it would be of monetary benefit in one way or another, so he is recusing himself from this vote.

Motion carried 4-0-1 (Dutton recused himself.).

4. Lift from the table and consider approval of an MOU with UGA for the FY24 Archway Program.

Motion/Second by Flowers-Taylor/Johnson to lift from the table and consider approval of an MOU with UGA for the FY24 Archway Program. Motion carried by a unanimous vote.

Motion/Second by Dutton/Flowers-Taylor to approve an MOU with UGA for the FY24 Archway Program. Motion carried by a unanimous vote.

5. Lift from the table and conduct a discussion regarding the direction the Board would like to take with regard to the Griffin-Spalding Land Bank Authority.

Motion/Second by Flowers-Taylor/Dutton to lift from the table and consider a discussion regarding the direction the Board would like to take regarding the Griffin-Spalding Land Bank Authority. Motion carried by a unanimous vote.

Dr. Ledbetter advised that this item was tabled by the Commissioners at the Zoning Public Hearing on March 23rd, and you asked that we bring this back for your consideration this evening.

Commissioner Dutton then asked if the sticking point was if the employee would be a City of Griffin employee. Mr. Galloway said earlier that the city expressed their willingness for this individual to be a county employee. He doesn't have a problem with this.

Commissioner Flowers-Taylor then stated that the Board's goal all along has been to put properties back on the tax roll. However, they have done it, that has happened. She thinks this is a good thing and she goes along with this suggestion.

Commissioner Johnson then stated that she appreciated Mr. Galloway coming up and giving the Board an update. That was very enlightening, and she would ask that the Land Bank update the Board periodically on the properties that are selling.

Commissioner Bowlden stated that we do have a lot invested in the Land Bank and he would like to learn more about the Land Bank before making the decision. There are a lot of properties currently owned by the Land Bank located in the county.

Ms. Windham advised that the Personnel Lease is a ten (10) year lease with the City of Griffin. That is the time that we have on the Airport Director's personnel lease as well.

Motion/Second by Flowers-Taylor to amend the interlocal agreement to employee a fulltime Director for the land Bank Authority and that individual be an employee of the City of Griffin. The motion failed for lack of a second.

Ms. Windham stated that Mr. Galloway suggested the possibility of the Director being a county employee, it wasn't a recommendation.

Ms. O'Connor stated that the city had not voted on the employee being a county employee and that would have to be put before her Board. The statement was simply made at the last Land Bank meeting.

Motion/Second by Dutton/Flowers-Taylor to amend the Interlocal Agreement for the Spalding County Land Bank Authority to employ a fulltime executive director who is to be an employee of Spalding County. Motion carried by a unanimous vote.

XI. NEW BUSINESS

1. Consider request from Griselda Montes for an Amplification Permit for 466 N. McDonough Road, Georgia on Saturday, June 10, 2023, from 6:00 p.m. to 10:00 p.m.

Dr. Ledbetter advised that the request is for the Moon Hollow area, the property is located well off the roadway of McDonough Road, and they will be having a birthday party. Both the Sheriff's Office and Community Development have approved this permit.

Motion/Second by Flowers-Taylor/Dutton to approve a from Griselda Montes for an Amplification Permit for 466 N. McDonough Road, Georgia on Saturday, June 10, 2023, from 6:00 p.m. to 10:00 p.m. Motion carried by a unanimous vote.

2. Consider request from Ricardo Sustaita Casillas for an Amplification Permit for 490 Lakeview Drive, Brooks, Georgia on Saturday, July 8, 2023, from 5:00 p.m. to 10:00 p.m.

   Dr. Ledbetter advised that this request is for 5 hours and is for a Quinceanera located at 490 Lakeview Drive in Brooks. Both the Sheriff's Office and Community Development have reviewed and approved the request.

   Motion/Second by Flowers-Taylor/Dutton to approve a request from Ricardo Sustaita Casillas for an Amplification Permit for 490 Lakeview Drive, Brooks, Georgia on Saturday, July 8, 2023, from 5:00 p.m. to 10:00 p.m. Motion carried by a unanimous vote.

3. Consider cancellation of the Regular Meeting on Monday, July 3rd, in observance of the 4th of July holiday.

   Motion/Second by Flowers-Taylor/Dutton to cancel the Regular Meeting of the Spalding County Board of Commissioners on Monday, July 3rd, in observance of the 4th of July holiday. Motion carried by a unanimous vote.

4. Consider approval of a GDOT Competitive Negotiation Qualifications Policy-based Selection for Projects Using Federal Aid Highway Program (FAHP) Funding.

   Dr. Ledbetter advised that the previous agreement was signed by Chairman Bart Miller and County Manager, William Wilson. This affords us the opportunity to locally administer projects for the Georgia Department of Transportation and it is a requirement moving forward and just brings this document up-to-date.

   Chairman Davis then stated that we have two people who qualify to locally administer these projects.

   Dr. Ledbetter advised that he and T.J. Imberger have been through the locally administered project training, and they have completed that training.

   Motion/Second by Flowers-Taylor/Bowlden to approve the GDOT Competitive Negotiation Qualifications Policy-based Selection for Projects Using Federal Aid Highway Program (FAHP) Funding. Motion carried by a unanimous vote.

5. Consider approval of an Intergovernmental Agreement with the Georgia Department of Corrections for the FY 24 to house and care for certain State offenders.

Warden Carl Humphrey stated the dollar amount per diem for inmates will remain the same at $22.00 per day. We are reducing the population from 385 to 300. There are some municipalities that have elected to not renew their contract, so we are reducing the inmate population to accommodate that reduction.

Motion/Second by Flowers-Taylor/Dutton to approve an Intergovernmental Agreement with the Georgia Department of Corrections for the FY 24 to house and care for certain State offenders.

Commissioner Flowers-Taylor asked how this was going to affect the plan that we have for the CI? Will all the 300 be in work details?

Warden Humphrey advised that the focus for the inmates will be inside of Spalding County. Most of the inmates will be performing some function to support Spalding County.

Motion carried by a unanimous vote.

6. Consider review of the Annual MOA report from the Griffin-Spalding County Airport authority.

Dr. Ledbetter stated that Dr. Randall Peters, Chairman of the Griffin-Spalding Airport Authority and Robert Mohl, Director of the Griffin-Spalding Airport Authority are here this evening to discuss this item.

Dr. Peters advised that approximately a year and a half ago, the Airport Authority completed a Supplemental Environmental Assessment of the area the airport will be going into. As a result of that assessment, there were sixteen (16) items that needed to be addressed. At that time, there was a location on the property that may have been an Indian Burial location. We had an archeologist dig in the area and it was determined that it was not a burial location. There are fifteen (15) things that haven't been completed because we currently do not own all the properties involved. The report simply shows that we have completed one of the sixteen (16) items and the report is an annual requirement until we have completed all sixteen (16) items.

Motion/Second by Dutton/Flowers-Taylor to approve the Annual MOA report from the Griffin-Spalding Airport Authority. Motion carried by a unanimous vote.

7. Consider approval of Amendment #1 to the Airport Improvement Grant AP021-9046-34(255) for the new replacement airport Project.

Dr. Peters stated that the AIP Grant was for the movement by Georgia Power and Georgia Transmission Corporation of powerlines over the future location of the airport. The companies are already doing the work, but because of the time it has taken for them to complete that work we need to extend the length of time for this AIP Grant. It doesn't change any of the work, it is simply permitting the grant to extend the time to complete that work.

Motion/Second by Flowers-Taylor/Dutton to approve Amendment #1 to the Airport Improvement Grant AP021-9046-34(255) for the new replacement Airport Project for a one-year period and that the Chairman be authorized to sign electronically this extension when it is provided by GDOT. Motion carried by a unanimous vote.

8. Consider a recommendation from the Parks and Leisure Services Advisory Commission for Spalding County, in its general budget, to provide $10,000.00 for the youth football program to maintain the same cost of registration per participant as FY 23 ($145 plus $40 equipment deposit).

Dr. Ledbetter then introduced Kelly Carmichael, Leisure Services Director and Tyrone Ward, Member of the Parks & Leisure Services Advisory Commission.

Ms. Carmichael stated that the cost to operate this program has gone up by $10,000 from one year to the next. The primary reason for the increase is the cost of game officials, game staff and the cost of helmets. The helmets have nearly doubled in cost to continue the program. Staff has been diligent in searching out ways to make the program affordable. Staff have procured reversible jerseys so that team members won't feel it necessary to purchase alternating colors of jerseys as they play different color teams.

Staff have also worked with the High School Program to offer concessions and they are giving us the benefit of offering those concessions and the school system is graciously allowing us to use the stadium to host even more people at the games. We will be hosting 5 games this year at the stadium, these games will be all day events and this will include teams from out-of-town.

We have a sponsorship program and when combined with the anticipated concessions revenues they will be able to contribute $6,000 to help supplement, but this still leaves a $10,000 need and they are here this evening to ask the Board for these funds.

Mr. Ward stated they are asking for help because this program is needed in the community. With gang affiliation and the crime in this area, we need help. As a coach, we mentor these children. You must be passionate and understanding because these children are from different backgrounds. We spend a lot of time with the children, and we need your help.

Chairman Davis then asked why this program was not designed to be revenue neutral like other programs offered by Spalding County?

Ms. Carmichael stated that the costs for this program have increased exponentially. Last year alone, the sourcing of equipment was a huge problem, and it has carried over to this year. When there is difficulty sourcing, costs go up. We were prepared to present the actual cost of play, but when it was brought before the Advisory Commission, they wanted to find other sources for funding. We wanted to start advertising this program tomorrow, normally we are already accepting applications. Staff was told to pause, because it was an exponential increase, we brought it before the Parks and Leisure Services Advisory Commission as requested and this is where we are today.

Ms. Carmichael then stated that one thing the staff can do is to have the helmets reconditioned every year. They are recondition and recertified by Rydell for concussion safety.

Commissioner Flowers-Taylor stated that $10,000 is a lot of money, but with gang activity in this community we could spend $10,000 on one child, getting them through the Judicial System. She feels this is money better invested on this end, then to find somewhere for them to stay incarcerated or put them through our Court system. She knows the recommendation from the PLAC Board; however, she feels that it should cost the individual more and that $200 per participant is not unwarranted considering the other programs out there. That is the least amount required to play any sport that we currently have. She would ask the Board to supplement the $10,000 because everyone would not be able to afford the $200 per child and staff could scholarship those who are in need from that $10,000.

Chairman Davis stated that the desire is to make all sports revenue neutral, which means you may have to raise the costs to participate. If this is an unusual circumstance, he doesn't have a problem. But generally, it should be revenue neutral to be able to have the program.

Commissioner Flowers-Taylor stated that she knows that is a consensus. There have been a number of people who have played recreational ball and have gone on to play high school and then continue to play football in college. Every other sport in this community except for football has an association and demographically 80% of the kids are either African American or Other races. Clearly, demographically there are children in the community who would like to do something sports wise, but maybe can't afford it. It is bigger than just this season.

Commissioner Dutton then stated that he agreed that the cost for playing football should increase to $200 and that maybe the Board could give a one-time supplement of $10,000 for folks that you would lose with that difference.

Chairman Davis then asked the County Manager to look for partnerships and other possible sponsorships to try to raise the $10,000.

Motion/Second by Davis/Flowers-Taylor to approve $145.00 as the registration cost for football and to try to come up with the $10,000 for the program when they need it next year even if it must come out of the FY24 Contingency Fund. Motion carried by a unanimous vote.

9. Consider approval of an Intergovernmental Agreement with the City of Griffin and the Griffin-Spalding Airport Authority for Joint Funding of General Aviation Operations.

   Dr. Peters stated this is a renewal of an expiring ten (10) year intergovernmental agreement that is in place for operating Griffin-Spalding Airport.

   Motion/Second by Dutton/Flowers-Taylor to approve the Intergovernmental Agreement with the City of Griffin and the Griffin-Spalding Airport Authority for Joint Funding of General Aviation Operations. Motion carried by a unanimous vote.

XII. REPORT OF COUNTY MANAGER

- ✓ Today is Peace Officers' Memorial Day. God Bless the men and women who serve in this role and thank you to our Sheriff and all who serve our community.
- ✓ Budget workshops continue. The staff is working to prepare updates to our community through Fire Station townhalls. More information to come through our social media sites.
- ✓ Re-codification: Municode completed their review and staff, the county attorney, and the county zoning attorney are reviewing the initial 45-page document in front of our first meeting scheduled for next week to update our county ordinances.
- ✓ Our Code Enforcement office will gain a new employee next week.
- ✓ We continue our search for a Director of Finance and Accounting and a Human Resource Director. Both positions are posted on a number of sites so if you know anyone who might be interested, please have them contact us.

XIII. REPORT OF COMMISSIONERS

Rita Johnson – The presentations this morning was very thorough and congratulations to the Jewkes Law Firm for getting the contract.

She would ask that the Board consider approving the request from the UOA for the Juneteenth Celebration on June 17th. She is a member of the organization and will stand by them and vouch for the good work that group is doing within the community. This is also in conjunction with a Juneteenth parade that we have also been talking about.

Ryan Bowlden – He would like to start setting dates for Town Hall meetings because there are a lot of rumors regarding the Collections Center and other items. He would

like to keep the community involved in some of the hard decisions that are going to have to be made, talked about and considered.

Gwen Flowers-Taylor – Asked DeAndre Smith, Citizen Engagement Specialist, if people say things on our Facebook page that they say on the Discussion Page? Mr. Smith said that no one asks us about it. She also advised that North Hill Street needs to be looked at for resurfacing because it is full of potholes. She gets phone calls every day about that road. We have to something; those holes are too big for mastic.

Dr. Ledbetter stated that he would check, but he does believe North Hill Street is on the list for resurfacing this year.

The list for resurfacing, the cost of paving has gone up tremendously and based on the money we are spending we're going to have to shorten that list.

She asked the UOA to come this evening to make a presentation because time is of the essence. They went to Leisure Services and in that meeting our questions were have you talked with the City of Griffin and arranged to block the streets for the event. How much security are you going to have. Leisure Services had some things that Mr. Watts needs to do. We could not vote as a Board until those items are addressed, but she would ask that Ms. Carmichael stay in contact with them because there is no reason, we shouldn't be involved in a community event that is going to happen at Fairmont on that date.

James Dutton – The 4-H Awards night was great. He was asked to hand out the awards. The Juneteenth parade is underway as far as planning is concerned and he feels that we need to be involved in the Celebration at Fairmont as well, we just need to make sure all of the boxes are checked.

Building code changes, he is going to keep "harping" on this at every meeting until it is done.

He spoke with Judge Thacker and stated that other places charge different amounts in fines than Spalding County. He goes to Courts in the whole region, and they also have different fee amounts. Judge Thacker responded that the direction he would take is to charge whatever fine is set. Right now, our Indigent Defense fee is $50.00, Henry County's is $428.00. The County spends no money on Indigent Defense, it is covered on a per client basis. These are things that we need to look at.

He was challenged this evening about doing something that was unethical. He wants to say on the record that he defends City Code Violations. Many people come to him for County Violations, but he directs them to other attorneys. He stated that he has talked with the State Bar Association, and this is not a violation; however, he still chooses not to do County Code Violations because he doesn't want any ethical objection. He just wanted to set the record straight, we have people who set these standards and he has check with them and all of the standards and ethics are being upheld.

Clay Davis – We are going to need to have a couple more workshops on budget and he is asking the County Manager to pick out some dates that we can sit down and talk about

this. Secondly, we are looking at everything possible on the budget. Just because we ask what the impact of something might be, doesn't mean we are going to do it. There are a number of these things going on, it is a rough budget time for all of us and there is nothing that we are "taking off the table" for consideration. Everything we have is being placed on the table and we are looking at alternative ways of doing some of these things that will reduce the budget.

He then thanked the County Attorney for the work she has done regarding the laws that have recently been passed by giving the members of the Board her interpretation of the impact these laws will have on us.

XIV. EXECUTIVE SESSION

Consider request to conduct an Executive Session to discuss the future acquisition or sale of real estate as provided by O.C.G.A. § 50-14-3(4) and discussion or deliberation on the appointment, employment, compensation, hiring, disciplinary action or dismissal, or periodic evaluation or rating of a county officer or employee as provided in O.C.G.A. § 50-14-3(6).

Motion/Second by Flowers-Taylor/Bowlden to enter into an Executive Session to discuss the future acquisition or sale of real estate as provided by O.C.G.A. § 50-14-3(4) and discussion or deliberation on the appointment, employment, compensation, hiring, disciplinary action or dismissal, or periodic evaluation or rating of a county officer or employee as provided in O.C.G.A. § 50-14-3(6) at 7:38 p.m. Motion carried by unanimous vote.

Motion/Second by Flowers-Taylor/Johnson to close the Executive Session at 8:04 p.m. Motion carried by a unanimous vote.

XV. ADJOURNMENT

Motion/Second by Flowers-Taylor/Johnson to adjourn the meeting at 8:05 p.m. Motion carried by a unanimous vote.

AGENDA ITEM SUMMARY

ITEM SUMMARY:

Consider an amendment for Airport Infrastructure Program Grant Agreement (AIP-34) Supplemental Agreement #1 for contract time extension for the Griffin-Spalding County Airport (6A2). *Airport Director, Robert Mohl, will address.*

SPECIAL CONSIDERATIONS OR CONCERNS:

The GS-Airport Authority previously entered into a Grant Agreement - AP021-9046-34(255), with the FAA / GDOT on the 25th of May, 2021. Part of this agreement includes the survey, design, planning and execution of phase one of the relocation of a section of Georgia Power & Georgia Transmission main trunk lines, currently traversing the site of the proposed new GS-Airport. It has been determined that an extension of time will be required to complete phase one. The new deadline to complete this work will be 31st of July 2024.

Upon agreement by The GS-Airport Authority, The City of Griffin and The Spalding County Boards of Commissioners, GDOT will transmit the contract to all approving bodies for electronic signature.

This amendment has been approved As-To-Form by the GS-Airport Authority Legal Counsel, City of Griffin City Attorney and Spalding County Attorney.

GS-Airport Authority approved the amendment at its Regular Meeting, held on 08 May, 2023. The Spalding County Board of Commissioners approved the amendment at its Extraordinary Session, held on 15 May, 2023.

STAFF RECOMMENDATION:

Staff recommends approval.

FINANCIAL IMPACT:

There are no additional financial considerations for this agreement.

Submitted By:
Robert Mohl

Meeting Date:
13/06/2023

Reviewed By:
Jessica O'Connor

ATTACHMENTS:
Supplemental Agreemnet 1 Extension to AP021-9046-34(255) AIP-34.pdf
15 May 2023 Spalding County Meeting Minutes.pdf
08 May After Agenda.pdf

SUPPLEMENTAL AGREEMENT #1

BETWEEN

GEORGIA DEPARTMENT OF TRANSPORTATION

STATE OF GEORGIA

AND

CITY OF GRIFFIN
SPALDING COUNTY
GRIFFIN-SPALDING COUNTY AIRPORT AUTHORITY

Project Number: AP021-9046-34(255) Spalding
PID – T007109

This agreement is made and entered into on _____, by and between the GEORGIA DEPARTMENT OF TRANSPORTATION, an agency of the State of Georgia, hereinafter referred to as the "DEPARTMENT", and the CITY OF GRIFFIN, SPALDING COUNTY AND the GRIFFIN-SPALDING COUNTY AIRPORT AUTHORITY, hereinafter called the "SPONSOR".

WHEREAS, the DEPARTMENT and the SPONSOR heretofore on May 25, 2021, entered into an Agreement, hereinafter called the "ORIGINAL CONTRACT", whereby the DEPARTMENT agreed to participate in the SPONSOR'S desire for the construction of certain work at the NEW GRIFFIN-SPALDING COUNTY AIRPORT for the CITY OF GRIFFIN, SPALDING COUNTY and the GRIFFIN-SPALDING COUNTY AIRPORT AUTHORITY; more specifically, New Airport- Preparation of Design Plans and Airport Layout Plan & Relocate Utilities at the New Griffin-Spalding County Airport in Griffin, Georgia (the "Project"); and

WHEREAS, the DEPARTMENT has determined that the time period for completion of the PROJECT should be extended allowing additional contract time to complete the work. This supplemental agreement will provide the ability to carry out the full scope of work as identified in the ORIGINAL CONTRACT dated, May 25, 2021. This Supplemental Agreement will be financially neutral and will not increase or decrease the budget; and

DRAFT

NOW THEREFORE, THE PARTIES HERETO mutually agree that for and in consideration of the mutual benefits to flow from each other to the other, the ORIGINAL CONTRACT dated, May 25, 2021, is hereby modified as follows: Page 5, Item 11 second sentence, of the ORIGINAL contract, is hereby deleted in its entirety and the following is substituted in lieu thereof:

> Therefore, the SPONSOR shall perform its responsibilities for the Project until the maximum allowable cost to the Department is reached or until July 31, 2024, whichever comes first.

Except as modified, changed, or amended, all the terms and conditions of the Original contract dated, May 25, 2021, as amended by the Supplemental Agreement shall remain in full force and effect. The covenants herein contained shall except as otherwise provided accrue to the benefit of and be binding upon the successors and assigns of the parties hereto.

DRAFT

IN WITNESS THEREOF said parties have hereunto set their hands and affixed their seals the day and year above first written.

GEORGIA DEPARTMENT OF TRANSPORTATION:

DATE: _____

_____
COMMISSIONER (SEAL)

ATTEST: _____
TREASURER

CITY OF GRIFFIN

DATE: _____

_____
MAYOR

_____
PRINTED NAME

58-6000587
Federal ID/IRS

SPALDING COUNTY

DATE: _____

_____
CHAIRMAN

_____
PRINTED NAME

58-6000886
Federal ID/IRS

GRIFFIN-SPALDING COUNTY AIRPORT AUTHORITY

DATE: _____

_____
CHAIRMAN

_____
PRINTED NAME

47-3406704
Federal ID/IRS

DRAFT

After Agenda
Board of Commissioners – Extraordinary Session
May 15, 2023 6:00 PM
Room 108, Spalding County Annex Building
119 E. Solomon Street
Griffin, GA 30223

The Spalding County Board of Commissioners held their Extraordinary Session on Monday, May 15, 2023, in Room 108 of the Spalding County Annex Building, beginning at 6:00 p.m. with Chairman Clay Davis presiding. Commissioners James Dutton, Gwen Flowers-Taylor, Ryan Bowlden and Rita Johnson were present for the meeting. Also present were County Manager, Steve Ledbetter, County Attorney, Stephanie Windham and County Clerk, Kathy Gibson to record the minutes.

I. OPENING (CALL TO ORDER) was led by Chairman Clay Davis.

PLEASE SILENCE YOUR CELL PHONES AND ALL OTHER ELECTRONIC DEVICES.

II. INVOCATION

1. Commissioner Gwen Flowers-Taylor, District #1, delivered the Invocation.

III. PLEDGE TO THE FLAG

1. Commissioner James R. Dutton, District #2, led the Pledge to the Flag.

IV. PUBLIC HEARINGS – None.

V. PRESENTATION OF FINANCIAL STATEMENTS

1. Consider approval of financial statements for the ten months ended April 30, 2023.

   Jinna Garrison, Administrative Services Director, advised she would be happy to answer any questions the Board may have regarding the Financial Statements.

   Motion/Second by Flowers-Taylor/Bowlden to approve the financial statements as presented for the ten months ended April 30, 2023. Motion carried by a unanimous vote.

VI. PRESENTATIONS/PROCLAMATIONS

1. Recognize Chairman Clay Davis on completing the classes necessary to become a Certified County Commissioner.

   Dr. Ledbetter stated that this designation is awarded by the University of Georgia, Carl Vinson Institute of Government and the ACCG. When the prescribed core educational classes and the Lifelong Learning Academy are completed by an

individual. Chairman Davis was recognized for this achievement at the ACCG Annual Conference in Savannah, and we have his certificate here this evening.

2. Consider approval nunc pro tunc of a Proclamation for the National Day of Prayer in Spalding County, Georgia.

Commissioner Dutton advised that the Board has approved the National Day of Prayer but had never approved the Proclamation. He presented the Proclamation at the ceremony on the courthouse veranda on May4th, 2023 and asked the Board to adopt the Proclamation nunc pro tunc.

Motion/Second by Flowers-Taylor/Johnson to approve nunc pro tunc a Proclamation recognizing the National Day of Prayer in Spalding County.

Commissioner Dutton then read the Proclamation for everyone present at the meeting.

Motion carried by a unanimous vote.

VII. CITIZEN COMMENTS

Speakers must sign up prior to the meeting and provide their names, addresses and the topic they wish to discuss. Speakers must direct your remarks to the Board and not to individual Member or to the audience. Personal disagreements with individual Members or County employees are not a matter of public concern and personal attacks will not be tolerated. The Chairman has the right to limit your comments in the interest of disposing of the County's business in an efficient and respectable manner.

Speakers will be allotted three (3) minutes to speak on their chosen topics as they relate to matters pertinent to the jurisdiction of the Board of Commissioners. No questions will be asked by any of the members during citizen comments. Outbursts from the audience will not be tolerated. Common courtesy and civility are expected at all times during the meeting. No speaker will be permitted to speak more than three (3) minutes or more than once, unless the Board votes to suspend this rule.

Kerry Gebler, 646 MacArthur Drive, Griffin, GA expressed her concerns regarding the change in directors at the Animal Shelter, we have gone through three shelter supervisors in a year. We worked hard to get the shelter built, it is a state-of-the-art facility. There is no reason we should be going through so many directors. She then expressed her concerns regarding the proposed opening of the Aquatic Center and the Recycling Centers. We have a commissioner defending Code Enforcement violators on codes that he may or may not have voted on and that seems like a conflict of interest. She is concerned that we have a commissioner passing laws and then defending citizens against violations of those laws.

Newton Galloway, 406 n. Hill Street, Griffin, GA updated the Board on the status of properties currently owned by the Land Bank Authority. He stated that since January

1st of this year the Land Bank has completed twelve (12) closings: three side-lot closings where somebody can acquire the property that is adjacent to their property if the Land Bank owns it so that they can make small lots into larger lots. They are allowed to do this without cost. We have sixteen (16) that are ready to close and there are an additional eleven (11) that are prepared to close within sixty (60) days after the right of redemption is completed.

The twelve (12) properties that we have recently closed puts the value of properties we have in Spalding County raised at $29,000 in revenue. Bringing totals sales for the Land Bank on foreclosed properties to approximately $140,000 over the past four years. He complemented David Penland of Beck, Owen, and Murray for concentrating on these properties and bringing them to closing. This confirms what we have always said, that if we can get a permanent employee who is willing to do the work to get the properties closed, the Land Bank can function as it is supposed to and get these properties sold.

Mr. Galloway stated that we have now closed more properties in four months than most Land Banks do in one year and without an Executive Director. He then advised that the Board has before them tonight an Intergovernmental Agreement that makes the anticipated employee of the Land Bank an employee of the City of Griffin, but with consultation with the Land Bank and members of the Authority. That is acceptable to the Land Bank. He then added that at the meeting of the Land Bank last Thursday, Ms. O'Connor, the Mayor and Ms. Reid-Ward said they would be fine with letting the employee be an employee of the County. We don't care about for whom they work, we just need someone in a position that can do the work that Mr. Penland is not able to complete, that needs to be an administrative function, so we are not paying unnecessary attorney fees. That person does not need to be a lawyer, but it does need to be someone who has a background in real estate and is committed to doing the work the way it is supposed to be done.

Erica Pagan 3006 Lincoln Log Way, McDonough, GA spoke about the Urban Outreach Association and their desire to host the 2nd Annual Juneteenth Celebration at Fairmont Park.

Reginald Watts, 128 Huntington Terrace, Griffin, GA stated that he is the President and CEO of the Urban Outreach Association in Griffin, and we are coming before the Board and requesting to have a Juneteenth Celebration on June 17th at Fairmont Park from noon until 5:00 p.m.

VIII. MINUTES

1. Consider approval of the Minutes from the Spalding County Board of Commissioners Regular Meeting on May 1, 2023.

Motion/Second by Flowers-Taylor/Dutton to approve the Minutes of the Spalding County Board of Commissioners Regular Meeting on May 1, 2023. Motion carried by a unanimous vote.

IX. CONSENT AGENDA – None.

X. OLD BUSINESS

1. Lift from the table and consider recommendation from the Parks and Leisure Services Advisory Commission to accept a donation from the Spalding County Pickleball Association and the facility improvements for which they are specified.

Motion/Second by Flowers-Taylor/Dutton to lift from the table and consider recommendation from the Parks and Leisure Services Advisory Commission to accept a donation from the Spalding County Pickleball Association and the facility improvements for which they are specified. Motion carried by a unanimous vote.

Commissioner Flowers-Taylor stated that she was at the Parks and Leisure Services Advisory Commission meeting when this was presented by the Pickleball Association, and she has no problem with this request.

Motion/Second by Flowers-Taylor/Dutton to approve the recommendation from the Parks and Leisure Services Advisory Commission to accept a donation from the Spalding County Pickleball Association in the amount of $50,000 to perform the facility improvements as listed in the request. These improvements are to be made at no cost to Spalding County. Motion carried unanimously by all.

2. Lift from the table and consider recommendation from the Parks and Leisure Services Advisory Commission to approve the Spalding County Pickleball Association's long term pickleball facility improvement plan with the purpose of the Spalding County Pickleball Association seeking and accepting sponsorships.

Motion/Second by Dutton/Flowers-Taylor to lift from the table and consider recommendation from the Parks and Leisure Services Advisory Commission to approve the Spalding County Pickleball Association's long term pickleball facility improvement plan with the purpose of the Spalding County Pickleball Association seeking and accepting sponsorships. Motion carried by a unanimous vote.

Motion/Second by Dutton/Flowers-Taylor to consider recommendation.

Commissioner Flowers-Taylor stated that a Leisure Services and Park Master Plan have not been updated since 2005, there is money that has been set aside in the Impact Fee that can be utilized to complete this study. She stated that the Board would not be good stewards if we allowed Pickleball to give us a strategic plan that may not match with the strategic plan for the remainder of Leisure Services. We need to know what we want to look like in 5 – 15 years. So rather than not approving this, she would say that the Board should approve Leisure Services to move forward with a Leisure Services and Parks Master Plan study and incorporate these things

into that study. This would make it a holistic study and not favoring one activity over another. We want to grow all of Leisure Services at the same pace. These projects do need to be included in the Leisure Services and Parks Master Plan.

Commissioner Flowers-Taylor stated that the Spalding County Pickleball Association is an entity who can raise money and accept sponsorships as an Association and doesn't need the Board's permission to seek sponsorships. Should the improvements be included in a Leisure Service and Parks Master Plan, then the Association could collect sponsorships to implement the projects as part of the proposed Master Plan.

Commissioner Dutton then withdrew his motion and Commissioner Flowers-Taylor withdrew her second.

Motion/Second by Flowers-Taylor/Bowlden to direct Spalding County Leisure Services to move forward with a Leisure Services and Parks Master Plan to include the future changes for the Pickleball facility as presented by the Association to allow for that group to solicit sponsorships and raise money for those improvements. Motion carried by a unanimous vote.

3. Lift from the table and consider results of RFP for Indigent Defense for Spalding County.

Motion/Second by Flowers-Taylor/Johnson to lift from the table and consider the results of the RFP for Indigent Defense for Spalding County Motion carried by a 4-0-1 (Commissioner James Dutton left the room as he works within the Court System and wished to recuse himself from this vote).

Dr. Ledbetter advised that the Board requested an opportunity to meet with both law firms before making a decision. Those discussions were held earlier today and both firms presented their RFP bids. He advised that one of the firms is present this evening.

Commissioner Flowers-Taylor stated that she had looked at the two proposals and while she is certainly always looking for a lower rate for a service, she stated that she has had none of her constituents contact her about being treated poorly by the indigent defense office. That was a huge thing for her. She is comfortable with the Jewkes Law Firm because everything has gone up and she feels these numbers are appropriately reflective of how much this service is going to go up. She further stated that she feels the increase they are requesting is within reason based on the increase of goods and services that has occurred since they started working with the County.

Motion/Second by Flowers-Taylor/Bowlden to accept the bid presented by the Jewkes Law Firm for indigent defense for a renewable three-year contract.

Commissioner Johnson thanked the attorneys who came in earlier today to present to the Board.

Commissioner Dutton then stated that since he works in the Court where the indigent defense would be provided, and indigent defense is in competition for his law firm it would be of monetary benefit in one way or another, so he is recusing himself from this vote.

Motion carried 4-0-1 (Dutton recused himself.).

4. Lift from the table and consider approval of an MOU with UGA for the FY24 Archway Program.

Motion/Second by Flowers-Taylor/Johnson to lift from the table and consider approval of an MOU with UGA for the FY24 Archway Program. Motion carried by a unanimous vote.

Motion/Second by Dutton/Flowers-Taylor to approve an MOU with UGA for the FY24 Archway Program. Motion carried by a unanimous vote.

5. Lift from the table and conduct a discussion regarding the direction the Board would like to take with regard to the Griffin-Spalding Land Bank Authority.

Motion/Second by Flowers-Taylor/Dutton to lift from the table and consider a discussion regarding the direction the Board would like to take regarding the Griffin-Spalding Land Bank Authority. Motion carried by a unanimous vote.

Dr. Ledbetter advised that this item was tabled by the Commissioners at the Zoning Public Hearing on March 23rd, and you asked that we bring this back for your consideration this evening.

Commissioner Dutton then asked if the sticking point was if the employee would be a City of Griffin employee. Mr. Galloway said earlier that the city expressed their willingness for this individual to be a county employee. He doesn't have a problem with this.

Commissioner Flowers-Taylor then stated that the Board's goal all along has been to put properties back on the tax roll. However, they have done it, that has happened. She thinks this is a good thing and she goes along with this suggestion.

Commissioner Johnson then stated that she appreciated Mr. Galloway coming up and giving the Board an update. That was very enlightening, and she would ask that the Land Bank update the Board periodically on the properties that are selling.

Commissioner Bowlden stated that we do have a lot invested in the Land Bank and he would like to learn more about the Land Bank before making the decision. There are a lot of properties currently owned by the Land Bank located in the county.

Ms. Windham advised that the Personnel Lease is a ten (10) year lease with the City of Griffin. That is the time that we have on the Airport Director's personnel lease as well.

Motion/Second by Flowers-Taylor to amend the interlocal agreement to employee a fulltime Director for the land Bank Authority and that individual be an employee of the City of Griffin. The motion failed for lack of a second.

Ms. Windham stated that Mr. Galloway suggested the possibility of the Director being a county employee, it wasn't a recommendation.

Ms. O'Connor stated that the city had not voted on the employee being a county employee and that would have to be put before her Board. The statement was simply made at the last Land Bank meeting.

Motion/Second by Dutton/Flowers-Taylor to amend the Interlocal Agreement for the Spalding County Land Bank Authority to employ a fulltime executive director who is to be an employee of Spalding County. Motion carried by a unanimous vote.

XI. NEW BUSINESS

1. Consider request from Griselda Montes for an Amplification Permit for 466 N. McDonough Road, Georgia on Saturday, June 10, 2023, from 6:00 p.m. to 10:00 p.m.

Dr. Ledbetter advised that the request is for the Moon Hollow area, the property is located well off the roadway of McDonough Road, and they will be having a birthday party. Both the Sheriff's Office and Community Development have approved this permit.

Motion/Second by Flowers-Taylor/Dutton to approve a from Griselda Montes for an Amplification Permit for 466 N. McDonough Road, Georgia on Saturday, June 10, 2023, from 6:00 p.m. to 10:00 p.m. Motion carried by a unanimous vote.

2. Consider request from Ricardo Sustaita Casillas for an Amplification Permit for 490 Lakeview Drive, Brooks, Georgia on Saturday, July 8, 2023, from 5:00 p.m. to 10:00 p.m.

   Dr. Ledbetter advised that this request is for 5 hours and is for a Quinceanera located at 490 Lakeview Drive in Brooks. Both the Sheriff's Office and Community Development have reviewed and approved the request.

   Motion/Second by Flowers-Taylor/Dutton to approve a request from Ricardo Sustaita Casillas for an Amplification Permit for 490 Lakeview Drive, Brooks, Georgia on Saturday, July 8, 2023, from 5:00 p.m. to 10:00 p.m. Motion carried by a unanimous vote.

3. Consider cancellation of the Regular Meeting on Monday, July 3rd, in observance of the 4th of July holiday.

   Motion/Second by Flowers-Taylor/Dutton to cancel the Regular Meeting of the Spalding County Board of Commissioners on Monday, July 3rd, in observance of the 4th of July holiday. Motion carried by a unanimous vote.

4. Consider approval of a GDOT Competitive Negotiation Qualifications Policy-based Selection for Projects Using Federal Aid Highway Program (FAHP) Funding.

   Dr. Ledbetter advised that the previous agreement was signed by Chairman Bart Miller and County Manager, William Wilson. This affords us the opportunity to locally administer projects for the Georgia Department of Transportation and it is a requirement moving forward and just brings this document up-to-date.

   Chairman Davis then stated that we have two people who qualify to locally administer these projects.

   Dr. Ledbetter advised that he and T.J. Imberger have been through the locally administered project training, and they have completed that training.

   Motion/Second by Flowers-Taylor/Bowlden to approve the GDOT Competitive Negotiation Qualifications Policy-based Selection for Projects Using Federal Aid Highway Program (FAHP) Funding. Motion carried by a unanimous vote.

5. Consider approval of an Intergovernmental Agreement with the Georgia Department of Corrections for the FY 24 to house and care for certain State offenders.

Warden Carl Humphrey stated the dollar amount per diem for inmates will remain the same at $22.00 per day. We are reducing the population from 385 to 300. There are some municipalities that have elected to not renew their contract, so we are reducing the inmate population to accommodate that reduction.

Motion/Second by Flowers-Taylor/Dutton to approve an Intergovernmental Agreement with the Georgia Department of Corrections for the FY 24 to house and care for certain State offenders.

Commissioner Flowers-Taylor asked how this was going to affect the plan that we have for the CI? Will all the 300 be in work details?

Warden Humphrey advised that the focus for the inmates will be inside of Spalding County. Most of the inmates will be performing some function to support Spalding County.

Motion carried by a unanimous vote.

6. Consider review of the Annual MOA report from the Griffin-Spalding County Airport authority.

Dr. Ledbetter stated that Dr. Randall Peters, Chairman of the Griffin-Spalding Airport Authority and Robert Mohl, Director of the Griffin-Spalding Airport Authority are here this evening to discuss this item.

Dr. Peters advised that approximately a year and a half ago, the Airport Authority completed a Supplemental Environmental Assessment of the area the airport will be going into. As a result of that assessment, there were sixteen (16) items that needed to be addressed. At that time, there was a location on the property that may have been an Indian Burial location. We had an archeologist dig in the area and it was determined that it was not a burial location. There are fifteen (15) things that haven't been completed because we currently do not own all the properties involved. The report simply shows that we have completed one of the sixteen (16) items and the report is an annual requirement until we have completed all sixteen (16) items.

Motion/Second by Dutton/Flowers-Taylor to approve the Annual MOA report from the Griffin-Spalding Airport Authority. Motion carried by a unanimous vote.

7. Consider approval of Amendment #1 to the Airport Improvement Grant AP021-9046-34(255) for the new replacement airport Project.

Dr. Peters stated that the AIP Grant was for the movement by Georgia Power and Georgia Transmission Corporation of powerlines over the future location of the airport. The companies are already doing the work, but because of the time it has taken for them to complete that work we need to extend the length of time for this AIP Grant. It doesn't change any of the work, it is simply permitting the grant to extend the time to complete that work.

Motion/Second by Flowers-Taylor/Dutton to approve Amendment #1 to the Airport Improvement Grant AP021-9046-34(255) for the new replacement Airport Project for a one-year period and that the Chairman be authorized to sign electronically this extension when it is provided by GDOT. Motion carried by a unanimous vote.

8. Consider a recommendation from the Parks and Leisure Services Advisory Commission for Spalding County, in its general budget, to provide $10,000.00 for the youth football program to maintain the same cost of registration per participant as FY 23 ($145 plus $40 equipment deposit).

Dr. Ledbetter then introduced Kelly Carmichael, Leisure Services Director and Tyrone Ward, Member of the Parks & Leisure Services Advisory Commission.

Ms. Carmichael stated that the cost to operate this program has gone up by $10,000 from one year to the next. The primary reason for the increase is the cost of game officials, game staff and the cost of helmets. The helmets have nearly doubled in cost to continue the program. Staff has been diligent in searching out ways to make the program affordable. Staff have procured reversible jerseys so that team members won't feel it necessary to purchase alternating colors of jerseys as they play different color teams.

Staff have also worked with the High School Program to offer concessions and they are giving us the benefit of offering those concessions and the school system is graciously allowing us to use the stadium to host even more people at the games. We will be hosting 5 games this year at the stadium, these games will be all day events and this will include teams from out-of-town.

We have a sponsorship program and when combined with the anticipated concessions revenues they will be able to contribute $6,000 to help supplement, but this still leaves a $10,000 need and they are here this evening to ask the Board for these funds.

Mr. Ward stated they are asking for help because this program is needed in the community. With gang affiliation and the crime in this area, we need help. As a coach, we mentor these children. You must be passionate and understanding because these children are from different backgrounds. We spend a lot of time with the children, and we need your help.

Chairman Davis then asked why this program was not designed to be revenue neutral like other programs offered by Spalding County?

Ms. Carmichael stated that the costs for this program have increased exponentially. Last year alone, the sourcing of equipment was a huge problem, and it has carried over to this year. When there is difficulty sourcing, costs go up. We were prepared to present the actual cost of play, but when it was brought before the Advisory Commission, they wanted to find other sources for funding. We wanted to start advertising this program tomorrow, normally we are already accepting applications. Staff was told to pause, because it was an exponential increase, we brought it before the Parks and Leisure Services Advisory Commission as requested and this is where we are today.

Ms. Carmichael then stated that one thing the staff can do is to have the helmets reconditioned every year. They are recondition and recertified by Rydell for concussion safety.

Commissioner Flowers-Taylor stated that $10,000 is a lot of money, but with gang activity in this community we could spend $10,000 on one child, getting them through the Judicial System. She feels this is money better invested on this end, then to find somewhere for them to stay incarcerated or put them through our Court system. She knows the recommendation from the PLAC Board; however, she feels that it should cost the individual more and that $200 per participant is not unwarranted considering the other programs out there. That is the least amount required to play any sport that we currently have. She would ask the Board to supplement the $10,000 because everyone would not be able to afford the $200 per child and staff could scholarship those who are in need from that $10,000.

Chairman Davis stated that the desire is to make all sports revenue neutral, which means you may have to raise the costs to participate. If this is an unusual circumstance, he doesn't have a problem. But generally, it should be revenue neutral to be able to have the program.

Commissioner Flowers-Taylor stated that she knows that is a consensus. There have been a number of people who have played recreational ball and have gone on to play high school and then continue to play football in college. Every other sport in this community except for football has an association and demographically 80% of the kids are either African American or Other races. Clearly, demographically there are children in the community who would like to do something sports wise, but maybe can't afford it. It is bigger than just this season.

Commissioner Dutton then stated that he agreed that the cost for playing football should increase to $200 and that maybe the Board could give a one-time supplement of $10,000 for folks that you would lose with that difference.

Chairman Davis then asked the County Manager to look for partnerships and other possible sponsorships to try to raise the $10,000.

Motion/Second by Davis/Flowers-Taylor to approve $145.00 as the registration cost for football and to try to come up with the $10,000 for the program when they need it next year even if it must come out of the FY24 Contingency Fund. Motion carried by a unanimous vote.

9. Consider approval of an Intergovernmental Agreement with the City of Griffin and the Griffin-Spalding Airport Authority for Joint Funding of General Aviation Operations.

   Dr. Peters stated this is a renewal of an expiring ten (10) year intergovernmental agreement that is in place for operating Griffin-Spalding Airport.

   Motion/Second by Dutton/Flowers-Taylor to approve the Intergovernmental Agreement with the City of Griffin and the Griffin-Spalding Airport Authority for Joint Funding of General Aviation Operations. Motion carried by a unanimous vote.

XII. REPORT OF COUNTY MANAGER

- ✓ Today is Peace Officers' Memorial Day. God Bless the men and women who serve in this role and thank you to our Sheriff and all who serve our community.
- ✓ Budget workshops continue. The staff is working to prepare updates to our community through Fire Station townhalls. More information to come through our social media sites.
- ✓ Re-codification: Municode completed their review and staff, the county attorney, and the county zoning attorney are reviewing the initial 45-page document in front of our first meeting scheduled for next week to update our county ordinances.
- ✓ Our Code Enforcement office will gain a new employee next week.
- ✓ We continue our search for a Director of Finance and Accounting and a Human Resource Director. Both positions are posted on a number of sites so if you know anyone who might be interested, please have them contact us.

XIII. REPORT OF COMMISSIONERS

Rita Johnson – The presentations this morning was very thorough and congratulations to the Jewkes Law Firm for getting the contract.

She would ask that the Board consider approving the request from the UOA for the Juneteenth Celebration on June 17th. She is a member of the organization and will stand by them and vouch for the good work that group is doing within the community. This is also in conjunction with a Juneteenth parade that we have also been talking about.

Ryan Bowlden – He would like to start setting dates for Town Hall meetings because there are a lot of rumors regarding the Collections Center and other items. He would

like to keep the community involved in some of the hard decisions that are going to have to be made, talked about and considered.

Gwen Flowers-Taylor – Asked DeAndre Smith, Citizen Engagement Specialist, if people say things on our Facebook page that they say on the Discussion Page? Mr. Smith said that no one asks us about it. She also advised that North Hill Street needs to be looked at for resurfacing because it is full of potholes. She gets phone calls every day about that road. We have to something; those holes are too big for mastic.

Dr. Ledbetter stated that he would check, but he does believe North Hill Street is on the list for resurfacing this year.

The list for resurfacing, the cost of paving has gone up tremendously and based on the money we are spending we're going to have to shorten that list.

She asked the UOA to come this evening to make a presentation because time is of the essence. They went to Leisure Services and in that meeting our questions were have you talked with the City of Griffin and arranged to block the streets for the event. How much security are you going to have. Leisure Services had some things that Mr. Watts needs to do. We could not vote as a Board until those items are addressed, but she would ask that Ms. Carmichael stay in contact with them because there is no reason, we shouldn't be involved in a community event that is going to happen at Fairmont on that date.

James Dutton – The 4-H Awards night was great. He was asked to hand out the awards. The Juneteenth parade is underway as far as planning is concerned and he feels that we need to be involved in the Celebration at Fairmont as well, we just need to make sure all of the boxes are checked.

Building code changes, he is going to keep "harping" on this at every meeting until it is done.

He spoke with Judge Thacker and stated that other places charge different amounts in fines than Spalding County. He goes to Courts in the whole region, and they also have different fee amounts. Judge Thacker responded that the direction he would take is to charge whatever fine is set. Right now, our Indigent Defense fee is $50.00, Henry County's is $428.00. The County spends no money on Indigent Defense, it is covered on a per client basis. These are things that we need to look at.

He was challenged this evening about doing something that was unethical. He wants to say on the record that he defends City Code Violations. Many people come to him for County Violations, but he directs them to other attorneys. He stated that he has talked with the State Bar Association, and this is not a violation; however, he still chooses not to do County Code Violations because he doesn't want any ethical objection. He just wanted to set the record straight, we have people who set these standards and he has check with them and all of the standards and ethics are being upheld.

Clay Davis – We are going to need to have a couple more workshops on budget and he is asking the County Manager to pick out some dates that we can sit down and talk about

this. Secondly, we are looking at everything possible on the budget. Just because we ask what the impact of something might be, doesn't mean we are going to do it. There are a number of these things going on, it is a rough budget time for all of us and there is nothing that we are "taking off the table" for consideration. Everything we have is being placed on the table and we are looking at alternative ways of doing some of these things that will reduce the budget.

He then thanked the County Attorney for the work she has done regarding the laws that have recently been passed by giving the members of the Board her interpretation of the impact these laws will have on us.

XIV. EXECUTIVE SESSION

Consider request to conduct an Executive Session to discuss the future acquisition or sale of real estate as provided by O.C.G.A. § 50-14-3(4) and discussion or deliberation on the appointment, employment, compensation, hiring, disciplinary action or dismissal, or periodic evaluation or rating of a county officer or employee as provided in O.C.G.A. § 50-14-3(6).

Motion/Second by Flowers-Taylor/Bowlden to enter into an Executive Session to discuss the future acquisition or sale of real estate as provided by O.C.G.A. § 50-14-3(4) and discussion or deliberation on the appointment, employment, compensation, hiring, disciplinary action or dismissal, or periodic evaluation or rating of a county officer or employee as provided in O.C.G.A. § 50-14-3(6) at 7:38 p.m. Motion carried by unanimous vote.

Motion/Second by Flowers-Taylor/Johnson to close the Executive Session at 8:04 p.m. Motion carried by a unanimous vote.

XV. ADJOURNMENT

Motion/Second by Flowers-Taylor/Johnson to adjourn the meeting at 8:05 p.m. Motion carried by a unanimous vote.

Griffin-Spalding County Airport Authority
" Your Aviation Gateway "
1035 South Hill Street
Griffin, GA 30224
www.cityofgriffin.com
Telephone (770) 227-2928

Griffin-Spalding Airport Authority Meeting

Airport Authority: Regular Meeting — **08 May, 2023**

One Griffin Center: **AGENDA** **5:00 p.m.**

1. **Call To Order:** Time: 5:00 PM
2. **Louis Thacker Appreciation Presentation:**
3. **Adopt Minutes:** 10 April 2023 5PM Regular Meeting: Motion: Mr. Steve Wages 2nd: Mr. Joe Reheiser (6 - 0)
4. **Audience Comments:** None
5. **Report of Committees:**
6. **Old Business:**
   a. **Project Manager, Construction NGSA, Monthly Report:**
      1. NGSA Project Update - Summary of 3 May FAA Meeting:
      2. 3 Year DBE Plan Update:
      3. Monthly Expenditure Authorizations: Motion Mayor Doug Hollberg 2nd Mr. Steve Wages (7 - 0)

   b. **Airport Director, Current Airport Issues, 6A2: – Robert Mohl**
      1. Runway Crack Seal Project (Design) Update:
      2. ALP Exhibit-A Update:
      3. 6A2 Budget Update:
      4. Monthly Statistical Report:

   c. **Legal Counsel: – Ms. Stephanie Windham:**
      1. AIP-34 Grant Contract Time Extension Motion: Mr. Steve Wages 2nd: Mr. Tim Brown (7 - 0)
      2. Lease Assignment 143 SHW Motion Mayor Doug Hollberg 2nd Mr. Tim Brown (7 - 0)

   d. **GS-Authority Logo Review:**

   e. **6A2 - Tenant Safety Violation & Court Appearance:**
7. **New Business:**
   a. **Millennium Professional Liability Insurance:** Motion: Mr. Steve Wages 2nd: Mr. Tim Brown (7 - 0)

   b. **UGA "Closing The Gap" Report:**

   c. **"Airways Act" Sen Warnock Bill:** Motion: Mr. Steve Wages 2nd: Cmr. James Dutton (7 - 0)
8. **Authority Member Comments:** Discussion on Federal FAA Reauthorization Bill.
   Motion by Mr. Steve Wages to draft a letter in support of the FAA Reauthorization Bill,
   The motion was seconded by Cmr. James Dutton.
   The motion was unanimously approved (7 - 0).
9. **Next Airport Authority Meeting:** 12 June, 2023
   5PM,
   One Griffin Center
10. **Adjournment:** Motion: Mr. Steve Wages 2nd: Cmr. James Dutton (7 - 0) Time: 5:43 PM

AGENDA ITEM SUMMARY

ITEM SUMMARY:

Consider contract with U-TEC Construction, Inc., best respondent, for work to be conducted on an as-needed, on-call basis in order to supplement the City's labor force during storms, natural disasters, or other high workload situations for which regular staff and mutual aid resources have been exhausted. *Electric Director, Jennifer Freeman will address.*

SPECIAL CONSIDERATIONS OR CONCERNS:

The City of Griffin issued a Request for Proposals for Electrical Contractor Services on April 21, 2023, with proposals due on May 22, 2023. Only one complete bid packet was submitted by U-TEC Construction Inc. The other bid packet, submitted by Service Electric, was incomplete and disqualified. If approved, the contract will take effect on June 14, 2023 and allow U-TEC to be called in for any type of storm or disaster event and/or to supplement city staff during times of high work load.

The contract with U-TEC Construction Services is for a period of one year, with four optional one year auto renewing terms for a total possible contract life of five years.

STAFF RECOMMENDATION:

Staff recommends approval.

FINANCIAL IMPACT:

The City budgets approximately $330,000 each year for contractor services. The Contractor will be used on an as-needed basis and once funds are expended, no more contract work will be requested.

Submitted By:
Jennifer Freeman

Meeting Date:
13/06/2023

Reviewed By:
Jessica O'Connor

ATTACHMENTS:
Electrical Contractor Services Agreement between the COG and U-TECH Construction, Inc. BOC 6-13-23.pdf

ELECTRICAL CONTRACTOR SERVICES AGREEMENT

This Electrical Contractor Services Agreement (hereinafter, "Agreement"), effective June 14, 2023, by and between **CITY OF GRIFFIN, GA,** a Georgia municipal corporation located in Spalding County (hereinafter, "City") and **U-TEC CONSTRUCTION INC.**, a Georgia limited liability company (hereinafter "U-Tec" or "Contractor") (hereinafter, collectively, "Parties") provides as follows:

WHEREAS, the City desires to retain an electrical contractor to provide services on an as-needed, on-call basis in order to supplement the City's labor force during storms, natural disasters, or other situations for which regular staff and mutual aid resources have been exhausted;

WHEREAS, the Contractor, in response to a competitive solicitation via a Request for Proposals, has submitted to the Owner, in the manner and time specified, a sealed Proposal in accordance with the terms of the Request for Proposals and Instructions to Bidders, all of which are incorporated in and become terms of this Agreement;

WHEREAS, the City, in the manner prescribed by law, has publicly opened, examined and reviewed the Proposals submitted and, as a result of such review, has determined and declared the Contractor to be the successful bidder for said work, and has duly awarded to the Contractor this Contract;

NOW, THEREFORE, in consideration of the mutual covenants contained herein and other good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, the parties herby agree as follows:

1. **Term.**

   The term of this agreement shall be for one (1) year, beginning June 14, 2023 and ending on June 13, 2024 ("Initial Term"), unless sooner terminated as provided herein. At the expiration of the Initial Term, this Contract shall automatically renew for up to four (4) successive one (1) year Renewal Term(s), for a total possible contract life of five (5) years, unless either party provides the other with a notice of non-renewal prior to the end of the Initial Term or then-current Renewal Term.

2. **Request for Aid.**

   In the event the City has need for the Contractor's services, the City shall deliver to Contractor a "Request for Aid" in writing. The Request for Aid shall state with reasonable specificity the magnitude of need. Upon receipt of the Request for Aid, Contractor shall furnish electric contractor services to the City pursuant to the terms of the Request for Proposal No. 23-020, attached and incorporated as Exhibit "A". The decision to request aid pursuant to this Agreement is entirely at the discretion of the City. Nothing herein shall be interpreted to bind the City to use the Contractor for emergency electric services or to prioritize Contractor when contemplating requests for aid. This Emergency Agreement to render aid is expressly not contingent upon a declaration of a major disaster or emergency by the federal government or upon receiving federal funds.

3. **Compensation for Services.**

   The Contractor shall be compensated for services provided to the Owner under the terms of

this Contract and in accordance with the pricing proposal set forth in Exhibit "B" which shall remain in effect for the Initial Term of this Contract and thereafter, unless Contractor provides the City a "Notice of Rate Change" at least thirty (30) days prior to the expiration of the then-current Term. The Contractor shall provide the City, or the City's authorized representatives, access to any books, documents, papers, and records, electronic or otherwise, which are directly pertinent to this Agreement for the purpose of making audits, examinations, excerpts, and transcriptions. The Contractor shall retain records relating to this Contract for three (3) years after termination and all other pending matters are closed.

4. **General Terms.**

a. Insurance. The Contractor shall maintain and provide all insurance requirements in accordance with the terms of the Request for Proposal No. 23-020, attached as Exhibit "A", more specifically the requirements set forth in Section 5.

b. Standard of Care; Hold Harmless; Indemnity. The services shall be conducted by the Contractor consistent with the level of care and skill ordinarily exercised by providers of the same services acting under similar circumstances and conditions. The Contractor shall indemnify and hold the City harmless from all damages or suits or actions brought against the City as a result of any act or failure to act by the Contractor, its agents, servants, or employees.

c. Invoice to the City. Within ninety (90) days of the completion of the work required by the "Request for Aid" (i.e. return to home work station of all labor and equipment of the Contractor), Contractor shall submit to the City an invoice of all charges related to the aid provided pursuant to this Contract. The invoice shall contain only charges related to the aid provided pursuant to this Contract and the event identified in the Request for Aid. The invoice shall contain all of the information required in Section 4.7 of the RFP attached as Exhibit "A."

d. Entire Agreement. This Contract constitutes the entire agreement between the parties and supersedes any and all prior written or oral agreements existing between the parties. The contract documents which comprise and supplement the Contract between the City and the Contractor consist of the following documents (listed in order of precedence) which are made part of this Contract as fully as if disclosed and written at length.

i. This Contract;
ii. Exhibit "A" – Request for Proposal No. 23-020, Pages 1-24;
iii. Exhibit "B" – U-TEC Response to Request for Proposal;
iv. Exhibit "C" - 2 CFR 200 CONTRACT PROVISIONS
v. All "Requests for Aid" which may be provided to Contractor now or in the future.

Any conflict in the terms of these documents which make up the contract shall be resolved in order of priority listed above. This Contract may be amended only by written instrument signed by both parties.

e. Counterparts. The Signatories may execute this Contract in one or more counterparts, with each counterpart being deemed an original Contract, but with all counterparts being considered one Contract.

f. Termination. This Contract may be terminated by either party upon thirty (30) days' notice to the other party. The City reserves the right to terminate this Contract for either cause or convenience. Irrespective of which party terminates, or the cause thereof, the City shall compensate the Contractor for service provided up to the time of termination.

g. Compliance with Applicable Law; 2 CFR 200 Contract Provisions. Contractor acknowledges that, FEMA financial assistance may be used to fund certain work order under this Emergency Agreement. Contractor agrees to comply with all applicable Federal laws, regulations, executive orders, and FEMA policies, procedures, and directives as applicable. The Parties further agree to comply with all applicable state and local laws, regulations, codes, ordinances, and proclamations. Contractor expressly agrees to comply with the provision set forth in Exhibit "C" attached and incorporated herein when performing work related to a Request for Aid for which a State or Federal Emergency is declared.

h. Notice. Any notice to be given under this Agreement shall be in writing and may be affected by personal delivery, email, or by next day delivery through FedEx or other reputable, overnight courier service, in each case delivered or addressed to the receiving party as set forth below:

Contractor:
U-Tec Construction Inc.
C/O Ernest Morrison
926 Ridgedale Dr.
Lawrenceville, GA 30043

City:
City of Griffin
C/O Electric Department
100 S. Hill St.
P.O. Box T
Griffin, GA 30224

[REMAINDER OF PAGE INTENTIONALLY BLANK]

i. Survival. All obligations arising prior to the termination of this Contract and all provisions of this Agreement allocating responsibility or liability between the City and the Contractor shall survive the completion of the services hereunder and the termination of this Agreement.

IN WITNESS WHEREOF, the undersigned parties have hereby caused this Contract to be duly executed on the dates set forth below:

CITY OF GRIFFIN, GEORGIA

By: _____
Douglas S. Hollberg

Title: Mayor

Date: _____

Attest: _____
Jessica O'Connor, Secretary

(SEAL)

Approved as to Form:

Andrew J. Whalen, III
Andrew J. Whalen, III, City Attorney

U-TEC CONSTRUCTION, INC.

By: David Mathis

Title: MANAGER

Date: JUNE 2, 2023

EXHIBIT "A"

CITY OF GRIFFIN, GEORGIA

REQUEST FOR PROPOSAL

RFP #23-020

FOR

Emergency Assistance-Work Demand 2023

For all questions about this RFP contact:

Sherri Huggins, Purchasing Coordinator
shuggins@cityofgriffin.com

Deadline:
May 22, 2023 at 2:00 P.M.

IMPORTANT
SUBMITTAL REQUIREMENT

Submittals must be properly labeled to ensure they are not inadvertently opened before the designated time. Affix the label below to the outside of the sealed submittal envelope or delivery package.

If the label below is not used (i.e. in case of some delivery services), it is the supplier's responsibility to ensure that the information is on the OUTSIDE of the delivery package. Submissions that do not comply may be rejected.

Submittals must also include the required number of copies specified in section 1.2.

Please make sure either the label below or the information on the label appears on the **OUTSIDE of the delivery package** and is clearly visible. There may be multiple solicitations open at any given time and if the sender organization and request for proposal number are not discernable, your response may not be recorded as properly received.

RESPONSE SUBMITTAL

DELIVER TO:
CITY OF GRIFFIN
PROCUREMENT – 3RD FLOOR
100 S HILL STREET
PO BOX T
GRIFFIN, GA 30224

RFP/PROPOSAL #: 23-020

RFP/PROPOSAL NAME: Emergency Assistance-Work Demand 2023

DUE ON OR BEFORE: May 22, 2023

COMPANY NAME: _____

COMPANY ADDRESS: _____

CONTACT NAME: _____

CONTACT PHONE & EMAIL: _____

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CITY OF GRIFFIN, GEORGIA
REQUEST FOR PROPOSAL
23-020
EMERGENCY ASSISTANCE-WORK DEMAND 2023

1. SECTION I – REQUEST FOR PROPOSAL INFORMATION

Information in this section is proposal-specific. Any conflicting information stipulated in this section shall supersede the General Terms & Conditions noted in Sections II - VII.

1.1. PURPOSE

The City of Griffin Electric Department (Griffin Power) is soliciting proposals from qualified vendors to provide emergency assistance on Griffin's electrical system in the event of a natural disaster or high work load demands. Vendor must be qualified to perform energized work on underground and overhead conductors, transformers, switches, reclosers and other related electrical components. Bid will be awarded based on most competitive hourly labor and equipment rates. Bidder must be Drug Free Work Force Certified.

1.2. SCHEDULE & SUMMARY

This Request for Proposal will be governed by the following schedule and criteria:

	DATES
Release of Request	Friday, April 21, 2023
Pre-Bid Meeting*	No
Questions due	Wednesday, May 10, 2023
Bids due	Monday, May 22, 2023 by 2:00 PM
Copies of Bid Response Required	Four, in addition to one original
Public opening	Yes, Monday, May 22, 2023 at 2:01 PM
Bonds required	No
Project Manager	Jason Crane
Purchasing Coordinator	Sherri Huggins

* The purpose of this meeting will be to provide those interested with an oral presentation of the City's requirements and to allow for the presentation of questions. Although attendance at the pre-bid meeting is not mandatory, it is considered as part of the evaluation criteria and attendance or non-attendance will receive either bonus points or demerits applied to the evaluation scores. All interested parties are 'strongly' urged to attend. No other meeting is planned.

1.3 SCOPE OF WORK

SCOPE OF WORK FOR EMERGENCY RESPONSE:

A. Basic work information

1. Discuss with Line Construction and Technical Services Superintendents on an overview of daily work tasks.

2. Set-up proper traffic control.

3. Complete and sign tailboards daily.

4. Complete all paper work within Griffin Power's SOP.

5. Communicate with Systems Operations on location and work to be completed.

6. Communicate with any/all customers in conflict of work location.

5. Change-out existing wood, concrete or aluminum poles with new material.

6. Install new hardware/material using Griffin Power's pole specifications.

7. All primary work will be communicated through the correct channels for proper and safe work practices.

10. Proper PPE is mandatory at all times.

11. Vendor must complete tasks within a safe, timely manner.

SCOPE OF WORK FOR HIGH DEMAND WORK LOAD:

B. Basic work information

1. Discuss with Line Construction and Technical Services Superintendents on an overview of daily work tasks

2. Understand Griffin's distribution map and installation drawings.

3. Set-up proper traffic control.

4. Complete and sign tailboard discussions daily.

5. Communicate through Systems Operations of location, task and proper tags needed for safe work.

6. Install new wood, concrete and aluminum poles.

7. Work single and three phase energized conductor.

8. Install different types of 3-transformer bank configurations.

9. Re-conduct single and three phase applications.

10. Install primary CT's and PT's.

11. Install new 1/0, 4/0, 336 and 397 overhead conductor through existing energized conductor.

12. Pull/remove existing poles. Work with Griffin staff to complete NJUNS information.

13. Proper PPE is mandatory at all times.

14. Vendor must complete daily tasks within safe, timely manner.

1.3.1 SCOPE OF WORK REQUIREMENTS

Vendor must possess all necessary equipment such as; but not limited to, Arial lifts, digger derricks, excavators, pole trailers, traffic control signs, barricades and cones.

Vendor must abide by all OSHA rules and regulations as well as Griffin Power policy and procedures.

During emergency work; Vendor must abide by same requirements as Griffin Power mutual aid partners in the event of a natural disaster.

In the event of a Natural Disaster or Emergency Assistance, vendor agrees to invoice for labor and equipment within the description below for manpower and equipment.

Manpower–at the rate of:

1st 8 weekday hours (1½ x wages/salary) + benefits all other weekday hours (2 x wages/salary) + benefits

All holiday/weekend hours (2 x wages/salary) + benefits

Equipment: The City of Griffin will reimburse the Vendor for use of equipment and apparatus at a mutually agreed upon rate, not to significantly exceed prevailing rental rates.

Vendor must be willing to respond within a 24-hour notice in the event of a natural disaster.

Vendor must be willing to respond within a 72-hour notice in the event of high demand work load situations.

Vendor will invoice Griffin Power per hour for all work once a month.

Vendor must describe or break-down work completed within invoice.

Vendor must submit an hourly rate and timesheet for labor and equipment.

Griffin Power currently has 8 substations, 2 step down transformers, 26 feeders with 17,000 electric customers. Griffin Power is staffed to perform all daily task in house which include; Systems Operations, Line Construction, Engineering, Metering, Utility Locating and Warehouse.

Griffin Power uses an OMS in conjunction with GIS for all field inventory. All substations' breakers communicate through ACS Scada platform. Griffin Power Engineering Technicians will supply detailed drawings, maps and work orders for all jobs to be performed. Griffin Power will also supply vendor with approved specification book for proper installation.

****It is anticipated that the Agreement between the City of Griffin, GA and the Successful Bidder will contain the above-mentioned scope of work. The full scope of services will be defined within the contract executed with the City of Griffin, GA.***

1.4 PACKAGING/SUBMISSION REQUIREMENTS

The following information and/or documents MUST be included with the supplier's response and in the order listed below:

a. ___ Information/Cover Page (*supplied*)
b. ___ RFP Response Disclosures & Acknowledgement sheet (*supplied*). **Note: Non-Collusion and Conflict of Interest Disclosures section must be notarized**
c. ___ Contractor Specific Information & Documentation
    1) *Qualifications:* Provide information on the firm's qualifications and prior experience that relates to this RFP;
    2) *Project Approach:* Describe the Firm's approach with regard to these services;
    3) *Similar Project:* Submit a list of contracts beginning and completion dates of at least two (2) disaster recovery projects of similar size and debris yield/estimate;
    4) *Work-in-Progress:* Submit a list of current work-in-progress with contract amounts and a list of work currently awarded by not yet started;
    5) *Quality Control*: Submit information describing your firm's quality control program;
    6) *Job Site Security*: Describe how your company will provide job site security;
    7) *Sample Contract:* Submit a sample contract for the performance of the work outlined in this RFP; and
    8) *Other:* Include any other pertinent information that may be used by the City to evaluate the Firm's proposal.
d. ___ Pricing Sheet (supplied)
e. ___ References Sheet (*supplied*)

f. ___ Tax Compliance form (*supplied*)
g. ___ Company Registration paperwork – **to be done online***
h. ___ Contractor Affidavit – **an additional copy (showing as notarized) of the Contractor (EV) affidavit must be included with response**
i. ____ Subcontractor Affidavit (if applicable)
j. ___ Sub-subcontractor Affidavit (if applicable)

* If a complete and compliant *(both required documents uploaded)* registration has been submitted online, you may include a statement that you have a completed registration on file. Instructions and forms for registration may be found on the City's website under Resources.

A checklist for your convenience has been provided at the end of this document. This checklist is for your convenience only and should not be returned with the submittal.

1.5 EVALUATION CRITERIA

The City reserves the right to offer an award based on any combination of factors it determines to be in the best interests of the City and the City Residents. Price will be a factor, but it will not be the sole determining factor in awarding the bid. The City may award the proposal to the Firm demonstrating the most complete response and demonstrating full compliance with the specifications in accordance with procurement requirements set forth by the State of Georgia and the Federal Government.

The basis of selection will be the lowest responsive and responsible bid, as determined based on the Evaluation Committee's evaluation of the Proposals, including but not limited to the following evaluation criteria:

- Past performance on similar projects in terms of quality of work, cost control, and compliance with performance schedules. This must be documented by references and other means within the bid response –20%
- Firm qualifications and experience – 30%
- Project Approach (i.e. methodology, understanding of the work to be performed) – 15%
- Price proposal/Fee schedule (Using Pricing Sheet Provided) – 30%
- Technical approach – quality of package (requested information provided, presentation, etc.) – 5%

The City reserves the right to accept the BEST-EVALUATED RESPONSE as deemed by the Evaluation Committee, which may or may not be the lowest monetary response.

1.6. FEDERAL TERMS AND PROVISIONS REQUIRED IN CONTRACT

The following terms and conditions must appear in any contract entered into the with Successful Contractor related to the services set forth in this RFP.

1) Access to Records. The following access to records requirements applies to the Contract in addition to any requirements that may be elsewhere imposed:

   a. Contractor agrees to provide City, the Comptroller General of the United States, or any of their authorized representatives or designees, access to any books, documents papers, and records of Contractor which are directly pertinent to this Agreement for the purposes of making audits,

examinations, excerpts, and transcriptions. Contractor shall keep its books documents, papers, and records available for this purpose for at least five years after this Agreement terminates or expires or such longer time as requested by City at any time prior to the expiration of the then applicable time frame. This provision does not limit the applicable statute of limitations.

b. Contractor agrees to permit any of the foregoing parties to reproduce by any means whatsoever or to copy excerpts and transcriptions as reasonably needed.

c. Contractor agrees to provide any of the foregoing parties access to construction or other work sites pertaining to the work being completed under this Agreement, if applicable.

d. Contractor shall ensure that public records that are exempt or confidential and exempt from public records disclosure requirements are not disclosed except as authorized by law for the duration of the contract term and following completion of the contract if Contractor does not transfer the records to City or any authorized or designated federal representative.

2) Environmental Compliance.

a. Contractor shall comply with all applicable standard, orders, or regulations issued pursuant to the Clean Air Act (42 U.S.C. § 1701 et seq.) and the Federal Water Pollution Control Act as amended (33 U.S.C. § 1251 et seq.).

b. shall report all violations to City, any applicable State agencies, and the regional office of the Environmental Protection Agency.

c. Contractor shall include these requirements in each subcontract exceeding $150,000 financed in whole or in part with federal assistance.

d. Contractor shall comply with the mandatory standards and policies relating to energy efficiency which are contained in the state energy conservation plan issued in compliance with the Energy Policy and Conservation Act (42 U.S.C. § 6201 et seq.).

3) Contract Work Hours and Safety Standards Act.

a. *Overtime requirements.* No contractor or subcontractor contracting for any part of the contract work which may require or involve the employment of laborers or mechanics shall require or permit any such laborer or mechanic in any workweek in which he or she is employed on such work to work in excess of forty hours in such workweek unless such laborer or mechanic receives compensation at a rate not less than one and one-half times the basic rate of pay for all hours worked in excess of forty hours in such workweek.

b. *Violation; liability for unpaid wages; liquidated damages.* In the event of any violation of the clause set forth in Paragraph (a) of this section, the Contractor and any subcontractor responsible therefor shall be liable for the unpaid wages. In addition, such Contractor and any subcontractor responsible therefor shall be liable to the United States (in the case of work done under contract for the District of Columbia or a territory, to such District or to such territory) for liquidated damages. Such liquidated damages shall be computed with respect to each individual laborer or mechanic, including watchmen and guards, employed in violation of the clause set forth in Paragraph (a) of this section, in the sum of $26 for each calendar day on which such individual was required or permitted to work in excess of the standard workweek of forty hours without payment of the overtime wages required by the clause set forth in Paragraph (a) of this Section.

c. *Withholding for unpaid wages and liquidated damages.* The applicable federal funding agency shall upon its own action or upon written request of an authorized representative of the Department of Labor withhold or cause to be withheld, from any moneys payable on account of work performed by the contractor or subcontractor under any such contract or any other federal contract with the same prime contractor, or any other federally-assisted contract subject to the Contract Work Hours and Safety Standards Act, which is held by the same prime contractor, such sums as may be determined

to be necessary to satisfy any liabilities of such contractor or subcontractor for unpaid wages and liquidated damages as provided in the clause set forth in Paragraph (b) of this Section.

d. *Subcontracts.* The Contractor or subcontractor shall insert in any subcontracts the clauses set forth in Paragraphs (a) through (c) of this section and also a clause requiring the subcontractors to include these clauses in any lower tier subcontracts. The prime Contractor shall be responsible for compliance by any subcontractor or lower tier subcontractor with clauses set forth in Paragraphs (a) through (c) of this Section.

4) Equal Employment Opportunity. This provision is applicable to all federally assisted construction contracts, as that term is defined at 41 C.F.R. § 60-1.3. To the extent the Agreement meets this definition, Contractor agrees as follows:

a. The Contractor will not discriminate against any employee or applicant for employment because of race, color, religion, sex, sexual orientation, gender identity, or national origin. The Contractor will take affirmative action to ensure that applicants are employed, and that employees are treated during employment without regard to their race, color, religion, sex, sexual orientation, gender identity, or national origin. Such action shall include, but not be limited to the following: employment, upgrading, demotion, or transfer; recruitment or recruitment advertising; layoff or termination; rates of pay or other forms of compensation; and selection for training, including apprenticeship. The Contractor agrees to post in conspicuous places, available to employees and applicants for employment, notices to be provided setting forth the provisions of this nondiscrimination clause.

b. The Contractor will, in all solicitations or advertisements for employees placed by or on behalf of the Contractor, state that all qualified applicants will receive consideration for employment without regard to race, color, religion, sex, sexual orientation, gender identity, or national origin.

c. The Contractor will not discharge or in any other manner discriminate against any employee or applicant for employment because such employee or applicant has inquired about, discussed, or disclosed the compensation of the employee or applicant or another employee or applicant. This provision shall not apply to instances in which an employee who has access to the compensation information of other employees or applicants as a part of such employee's essential job functions discloses the compensation of such other employees or applicants to individuals who do not otherwise have access to such information, unless such disclosure is in response to a formal complaint or charge, in furtherance of an investigation, proceeding, hearing, or action, including an investigation conducted by the employer, or is consistent with the Contractor's legal duty to furnish information.

d. The Contractor will send to each labor union or representative of workers with which he has a collective bargaining agreement or other contract or understanding, a notice to be provided advising the said labor union or workers' representatives of the contractor's commitments under this section, and shall post copies of the notice in conspicuous places available to employees and applicants for employment.

e. The Contractor will comply with all provisions of Executive Order 11246 of September 24, 1965 and of the rules, regulations, and relevant orders of the Secretary of Labor.

f. The Contractor will furnish all information and reports required by Executive Order 11246 of September 24, 1965, and by rules, regulations, and orders of the Secretary of Labor, or pursuant thereto, and will permit access to his books, records, and accounts by the administering agency and the Secretary of Labor for purposes of investigation to ascertain compliance with such rules, regulations, and orders.

g. In the event of the Contractor's noncompliance with the nondiscrimination clauses of this contract or with any of the said rules, regulations, or orders, this contract may be cancelled, terminated, or suspended in whole or in part and the Contractor may be declared ineligible for further Government contracts or federally assisted construction contracts in accordance with procedures authorized in Executive Order 11246 of September 24, 1965, and such other sanctions may be imposed and

remedies invoked as provided in Executive Order 11246 of September 24, 1965, or by rule, regulation, or order of the Secretary of Labor, or as otherwise provided by law.

h. The Contractor will include provisions in Paragraphs (a) through (g) set forth in this subsection in every subcontract or purchase order unless exempted by rules, regulations, or orders of the Secretary of Labor issued pursuant to Section 204 of Executive Order 11246 of September 24, 1965, so that such provision will be binding upon each subcontractor or vendor. The Contractor will take such action with respect to any subcontract or purchase order as the administering agency may direct as a means of enforcing such provisions, including sanctions for noncompliance; provided, however, that in the event a Contractor becomes involved in, or is threatened with, litigation with a subcontractor or vendor as a result of such direction by the administering agency, the Contractor may request the United States to enter into such litigation to protect the interests of the United States. The applicant further agrees that it will be bound by the above equal opportunity clause with respect to its own employment practices when it participates in federally assisted construction work; provided that if the applicant so participating is a State or local government, the above equal opportunity clause is not applicable to any agency, instrumentality or subdivision of such government which does not participate in work on or under the contract.

The applicant agrees that it will assist and cooperate actively with the administering agency and the Secretary of Labor in obtaining the compliance of contractors and subcontractors with the equal opportunity clause and the rules, regulations, and relevant orders of the Secretary of Labor, that it will furnish he administering agency and the Secretary of Labor such information as they may require for the supervision of such compliances, and that it will otherwise assist the administering agency in the discharge of the agency's primary responsibility for securing compliance.

The applicant further agrees that it will refrain from entering into any contract or contract medication subject to Executive Order 11246 of September 24, 1965, with a contractor debarred from, or who has no demonstrated eligibility for, Government contracts and federally assisted construction contracts pursuant to the Executive Order and will carry out such sanctions and penalties for violation of the equal opportunity clause as may be imposed upon contractors and subcontractors by the administering agency or the Secretary of Labor pursuant to Part II, Subpart D of the Executive Order. In addition, the applicant agrees that if it fails or refuses to comply with these undertaking the administering agency may take any or all of the following actions: cancel, terminate, or suspend in whole or in part this grant (contract, loan, insurance, guarantee); refrain from extending any further assistance to the applicant under the program with respect to which the failure or refund occurred until satisfactory assurance of future compliance has been received from such applicant; and refer the case to the Department of Justice for appropriate legal proceedings.

5) Contracting with Small and Minority Businesses, Women's Business Enterprises, and Labor Surplus Area Firms.

a. If Contractor intends to subcontract any portion of the work covered by the Agreement, Contractor must take all necessary affirmative steps to assure that small and minority businesses, women's business enterprises and labor surplus area firms are solicited and used when possible. Affirmative steps must include:

i. Placing qualified small and minority businesses and women's business enterprises on solicitation lists;

ii. Assuring that small and minority businesses, and women's business enterprises, are solicited whenever they are potential sources;

iii. Dividing total requirements, when economically feasible, into smaller tasks or quantities to permit maximum participation by small and minority businesses, and women's business enterprises;

iv. Establishing delivery schedules, where the requirement permits, which encourage participation by small and minority businesses, and women's business enterprises; and

v. Using the services and assistance, as appropriate, of such organizations as the Small Business Administration and the Minority Business Development Agency of the Department of Commerce.

6) Immigration and Nationality Act

a. Contractor agrees to comply with the terms of the employment provisions contained in 8 U.S.C. Section 1324A(e), Section 274A(e) of the Immigration and Nationality Act.

7) Administrative Remedies for False Claims and Statements

a. Contractor acknowledges that 31 U.S.C. Chap. 38 (Administrative Remedies for False Claims and Statements) applies to Contractor's actions pertaining to this Agreement.

8) Remedies

a. If any work performed and/or good delivered by Contractor fails to meet the requirements of the Agreement, any other applicable standards, codes or laws, or otherwise breaches the terms of the Agreement, the City may in its sole discretion:

i. Elect to have Contractor re-perform or cause to be re-performed, at Contractor's sole expense, any of the work which failed to meet the requirements of the Agreement;

ii. In the case of goods, reject the goods and require Contractor to provide replacement goods that meet the needs of City and the terms of the Agreement;

iii. Hire another Contractor to perform the work and deduct any additional costs incurred by City as a result of substituting contractors from any amounts due to Contractor; or

iv. Pursue and obtain any and all other available legal or equitable remedies.

b. This Section shall in no way be interpreted to limit the City's right to pursue and obtain any and all other available legal or equitable remedies against Contractor.

9) Compliance with Applicable Laws

a. Contractor agrees to be bound by the terms of the Federally-Funded Subaward and Grant Agreement between the City and FEMA and/or the State of Georgia and any of its agencies if applicable.

b. Contractor agrees to be bound by all applicable state and federal laws, regulations, and Executive Orders.

10) Suspension and Debarment

a. Federal regulations restrict the City from contracting with parties that are debarred, suspended, or otherwise excluded from or ineligible for participation in Federal assistance programs and activities, where the contract is funded in whole or in part with federal funds. Accordingly, a contract or subcontract must not be made with any parties listed on the SAM Exclusions list. SAM Exclusions is the list maintained by the General Services Administration that contains the name of parties debarred, suspended, or otherwise excluded by agencies, as well as parties declared ineligible under certain statutory or regulatory authority. The Contractor can verify its status and the status of its principals, affiliates, and subcontractors at www.SAM.gov.

i. This Contract is a covered transaction for purposes of 2 C.F.R. pt. 180 and 2 C.F.R. pt. 3000. As such the Contractor is required to verify that none of the Contractor, its principals (defined at 2 C.F.R. § 180.995), or its affiliates (defined at 2 C.F.R. § 180.905) are excluded (defined at 2 C.F.R. § 180.940) or disqualified (defined at 2 C.F.R. § 180.935).

ii. Contractor must comply with 2 C.F.R. pt. 180, Subpart C and 2 C.F.R. pt. 3000, subpart C and must include a requirement to comply with these regulations in any lower tier covered transaction it enters into.

iii. This certification is a material representation of fact relied upon by the City. If it is later determining that the Contractor did not comply with 2 C.F.R. pt. 180, Subpart C and 2 C.F.R. pt. 3000, Subpart C, in addition to remedies available to the City, the Federal Government may pursue available remedies, including but not limited to suspension and/or debarment.

11) Byrd Anti-Lobbying Amendment

a. Contractors who apply or bid for an award of $100,000 or more shall file the required certification found below. Each tier certifies to the tier above that it will not and has not used federally appropriated funds to pay any person or organization for influencing or attempting to influence an officer or employee of any agency, a member of Congress, officer or employee of Congress, or an employee of a member of Congress in connection with obtaining any federal contract, grant, or any other award covered by 31 U.S.C. § 1352. Each tier shall also disclose any lobbying with non-federal funds that takes place in connection with obtaining any federal award. Such disclosures are forwarded from tier to tier up to the recipient.

b. The certification referenced in Paragraph (a) of this Section is below:

Certification for Contracts, Grants, Loans, and Cooperative Agreements

The undersigned certifies, to the best of his or her knowledge and belief, that:

1) No federal appropriated funds have been paid or will be paid, by or on behalf of the undersigned, to any person for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with the awarding of any federal contract, the making of any federal grant, the making of any federal loan, the entering into of any cooperative agreement, and the extension, continuation, renewal, amendment, or modification of any federal contract, grant, loan, or cooperative agreement.

2) If any funds other than federal appropriated funds have been paid or will be paid to any person for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with this federal contract, grant, loan, or cooperative agreement, the undersigned shall complete and submit Standard Form-LLL, "Disclosure Form to Report Lobbying," in accordance with its instructions.

3) The undersigned shall require that the language of this certification be included in the award documents for all subawards at all tiers (including subcontracts, subgrants, and contracts under grants, loans, and cooperative agreements) and that all subrecipients shall certify and disclose accordingly.

This certification is a material representation of fact upon which reliance was placed when this transaction was made or entered into. Submission of this certification is a prerequisite for making or entering into this transaction imposed by Section 1352, Title 31, U.S.Code. Any person who fails to file the required certification shall be subject to a civil penalty of not less than $10,000 and not more than $100,000 for each such failure.

Contractor, _____, certifies or affirms the truthfulness and accuracy of each statement of its certification and disclosure, if any. In addition, Contractor understands and agrees that the provision of 31 U.S.C. Chap. 38, Administrative Remedies for False Claims and Statement, apply to this certification and disclosure, if any.

_____ Date: _____

Signature

Name:

Title:

CITY OF GRIFFIN, GEORGIA
REQUESTS FOR PROPOSAL
GENERAL PROVISIONS

Sections II - VII review the general terms and conditions. **Any bid-specific information noted in Section I or in the Specifications & Response Section will take precedence.**

2 SECTION II – GENERAL TERMS AND CONDITIONS

All available information, notices and addenda regarding this RFP shall be posted on the City's website. Effective July 1, 2018, House Bill 489 requires that any solicitation extended by a municipal corporation for goods and services valued at $10,000 or more and any solicitation opportunity extended for public works subject to Chapter 91 of Title 36 of the O.C.G.A. also be posted on the Georgia Procurement Registry (GPR).

It is the Supplier's responsibility to check the City's website in order to confirm they have the most current information prior to submitting a response. Subsequent to the opening, all status notices will also be posted on the City's website.

2.5 RESTRICTIONS ON COMMUNICATIONS WITH STAFF

All questions about this bid must be submitted in the following format:

- Company Name
- Question
- Citation to relevant section of the bid

All questions, including questions regarding specifications/technical issues related to the RFP and administrative issues, must be in writing to the Purchasing Coordinator for this RFP (with a 'cc' to Project Manager). The deadline for questions is noted in Section 1.2 of this RFP.

The Purchasing Coordinator and Project Manager's contact information is as follows:

Sherri Huggins
Purchasing Coordinator
City of Griffin
100 S. Hill Street
P.O. Box T, Griffin, GA 30224
Email: shuggins@cityofgriffin.com

Jason Crane
Project Manager / Deputy Director
City of Griffin
100 S. Hill Street
P.O. Box T, Griffin, GA 30224
Email: jcrane@cityofgriffin.com

No questions other than written will be accepted. No response other than written will be binding upon the City. Questions will be combined into one list of questions and responses and will be posted as an addendum.

From the issue date of this request until an award has either been made or deemed closed for other reasons, institutions or individuals providing submissions are not permitted to communicate with members of the commission, the evaluation team or City employees, other than Procurement, with regard to the purpose or intent of this Request for Proposal. The exception to this is the submission of written technical questions to the Purchasing Coordinator with the Project Manager copied, or communications unrelated to this Request for Proposal which occur in the ordinary course of City business. The City reserves the right to reject the submission of the offending supplier if this provision is violated.

Any updates or changes to this and related documents will be posted on the City's website (https://vrapp.vendorregistry.com/Bids/View/BidsList?BuyerId=52b8c206-866a-4ed2-b7b8-bef7db8a901b) or by selecting "Resources" and then "Bid Opportunities" from the City home page. **It is the Supplier's responsibility to refer to the website for any addenda or other pertinent information before responding to this Request for Proposal.**

2.6 PUBLIC DISCLOSURE AND PROPRIETARY INFORMATION

All bids and any other public record with respect to solicitation shall be subject to public inspection, upon request, after the posting of the Notice of Intent to Award (NOIA) or Notice of Award (NOA). This is being done in order to protect the integrity of the procurement process unless otherwise required by law. For any Open Records requests, the City may assess fees for the costs of producing these public records as permitted by the Georgia Open Records Act.

Exceptions to the availability of information include 1) bona fide trade secrets meeting confidentiality requirements that have been properly marked and documented; 2) matters involving individual safety as determined by the City; 3) company financial information requested by the City to determine supplier responsibility; and 4) other constitutional protections. All documents that are to be proprietary and confidential are to be clearly marked as such.

Information received in response to this bid request will become the property of the City and will not be returned. If a proposer feels that any information is confidential or proprietary in nature, the proposer must prominently mark and initial such information as "PROPRIETARY INFORMATION". The City will not release or divulge such information to third parties without the consent of the Proposer unless required to do so by applicable law or order a court of competent jurisdiction.

3 SECTION III –OVERVIEW AND PROCEDURES

Sections II - VII review the general terms and conditions. **Any bid-specific information noted in Section I or in the Specifications & Response Section will take precedence.**

3.5 COMPANY BACKGROUND & EXPERIENCE

Suppliers that have not contracted with the City of Griffin in the past 2 years should provide a list of clients for whom similar services, as detailed in this bid, have been provided during the past 3-4 years. References must be for the organization or person submitting the bid. Subcontractor's references are not acceptable.

The list must include:

- Dates of service
- Name of contact person
- Title of contact person
- Phone number of contact person

The Supplier will also disclose any services terminated by the client(s) and the reason(s) for termination. Failure to provide this information will disqualify the bid submission.

3.6 REFERENCES

References should be for historical projects of similar size and scope. Details regarding these references are noted on the Reference page.

3.7 BID REQUIREMENTS

3.7.1 SPECIAL CONDITIONS

By submitting a bid response, Suppliers certify that their proposals are made without collusion or fraud and they have

not offered or received any inducements in connection with their proposals. They further agree that this solicitation and any resulting contract shall be governed in all respects by the laws of the State of Georgia and they shall comply with applicable federal, state and local laws and regulations. Any contracts or leases resulting from the award of a Bid are to be for a period of not more than one year, with four renewal options for a total period not to exceed five years. Any exceptions to this policy must be noted and agreed to by both parties in writing, prior to the issuance of the Notice of Award. Pricing must remain firm for the duration of the initial term of the resulting contract; failure to hold firm pricing for the initial contract will be considered as sufficient cause for termination. Proposal submissions must remain valid for a minimum period of ninety (90) days after the submission due date unless otherwise stipulated.

The City reserves the right to reduce or increase the scope of the project if the lowest responsible and responsive supplier's submittal is not in line with the budgeted amount for the project. The City, at its sole discretion, reserves the right to increase or decrease the scope of work to facilitate an award. This scope reduction will be enacted only if it is in the best interest of the City and constitutes no guarantee of scope.

The City also reserves the right to add to the contract any future work or purchased goods, with the agreement of the supplier, at prices offered in this bid document. This option will be enacted during the contract or within six months subsequent to the end of the contract, if in the best interest of the City and with the agreement of both parties.

1.1.2. RESPONSES

In responding to a bid, ALL item numbers with appropriate formatting must show some type of acknowledgment in order for the response to be properly evaluated. Failure to respond to all specification criteria items may be deemed as sufficient reason to reject a submission. If formatting is not provided for a response at the item level, any non-compliance must be clearly marked, detailed and included with the bid response. Any items not identified shall be deemed as in compliance. Suppliers must: 1) complete any/all required forms; 2) indicate agreement or disagreement on each mandatory requirement and, if requested, provide additional information on how the specifications will be exceeded or not met; and 3) provide complete and detailed responses to any and all non-mandatory requirement that can be fulfilled.

If determined to be in the City's best interests, a Best and Final Offer (BAFO) may be requested. A BAFO may be requested when:

- The prices for all responsive and responsible submittals exceed budget;
- No single responsive and responsible submittal meets all requirements;
- When all responses are unclear or deficient in one of more areas;
- When the grading scores of two or more submittals require additional evaluation;
- At the discretion of the evaluation team to clarify submittals or to negotiate costs or other deliverables.

3.7.2 PACKAGING OF BID

Submissions must be by the following method:
No e-mail, fax or scanned submissions will be accepted. Hard copies are to be submitted in a sealed package containing an original and the number of copies specified in Section 1. The sealed package must be labeled on the outside as follows:

(Supplier Name)
RFP # (Bid Number)
(Bid Title)

Supplier response to this bid must consist of the following documents <u>in addition to any bid-specific information requested</u> in Section 1.4:

- **Pricing**
- **Schedule of proposed work (when applicable),**
- **Completion Schedule (when applicable),**
- **Supplier Registration is to be completed online, with the following forms needing to be uploaded**
  - **Supplier Affidavit (E-Verify) (*available online*),**
  - **W-9 (*available online*),**
  - **Some responses may require an additional notarized Supplier affidavit. (See section 1.4),**
    - *The City cannot award to a supplier that is not registered and compliant,*
  - **Tax Compliance form (required if over $99,000) (*supplied if required*),**
  - **Reference list of a minimum of three (3) references (*supplied*).**

3.7.3 SUBMISSION OF BID

The original and specified copies of the bid response must be delivered to the Purchasing Coordinator no later than **the time and date specified in Section I. Any bid received after stated time or delivered to department other than Procurement will not be accepted. The City of Griffin will not be responsible for any responses not received by the Procurement Department prior to the deadline.**

Proposals must be submitted to:

City of Griffin
Attention: Sherri Huggins – Procurement Coordinator
P. O. Box T, Griffin, GA 30224

Or delivered to:

Attention: Sherri Huggins – Procurement Coordinator
100 S Hill Street, 3rd Floor
Griffin, GA 30223

***Note: Notify Purchasing Coordinator via email (shuggins@cityofgriffin.com) if submittal is mailed via Post Office (USPS).**

3.7.4 ALTERNATE BID DOCUMENTS

Documents prepared by the City which have been supplied for your use must be used for the submission of Bid Response where provided. The use of alternate forms that deviate from those supplied (See Section 1.4 of this RFP) may disqualify the Bid Response from consideration. If a form is not provided, the Bidder may produce their own document with the required/requested Bid Response information.

3.7.5 ADDITIONAL INFORMATION/ADDENDA

The City will issue responses to inquiries and any other corrections or amendments it deems necessary in written addenda issued prior to the bid opening date. Suppliers should not rely on any representations, statements, or explanations other than those made in this Invitation to Bid and its' addendums. Where there appears to be a conflict between the Invitation to bid and any addenda issued, the last addendum issued will prevail. It is the Supplier's responsibility to check for addendums (under Bid Opportunities) on the City's website.

Suppliers must acknowledge any issued addenda. Bids which fail to acknowledge the supplier's receipt of any addendum will result in the rejection of the bid if the addendum contains information which substantively changes the City's requirements.

1.1.3. PROPOSAL PRICING, ERRORS AND OMISSIONS

1.1.3.1. In the event there is a discrepancy between a unit price submitted and the extended price, the unit price will prevail.

1.1.3.2. All corrections, changes or erasures to the proposal submission are to be initialed in ink.

3.7.6 WITHDRAWAL OF BID

A supplier may withdraw his bid before the submittal deadline without prejudice to the supplier by submitting a written request of withdrawal to the Procurement Analyst.

3.7.7 LATE SUBMITTAL, LATE MODIFICATIONS & LATE WITHDRAWALS

Bid submittals received after the bid opening date and time will not be accepted. Modifications received after the bid opening date will not be considered. The City assumes no responsibility for the premature opening of a bid not properly addressed and identified or not delivered to the proper designation.

3.7.8 MINIMUM BID ACCEPTANCE PERIOD

Bids shall be valid and may not be withdrawn for a minimum period of 90 days from the date specified for receipt of bids. Suppliers will be asked for an 'expiration date' for the bid submitted, when appropriate. This does not impact the contract price once a bid has been awarded.

1.1.4. DISQUALIFICATION OF BIDS OR SUPPLIERS

Suppliers may be disqualified from participation in the bid process for reasons which include, but are not limited to the following:

3.7.8.1 Evidence of collusion;

3.7.8.2 Attempting to manipulate the submittal pricing for its' own benefit (i.e. pricing resulting in a failure of the City's ability to enforce the Contract or impose the remedies intended following breach by Supplier);

3.7.8.3 Being in arrears on any of its existing contracts with the City or in litigation with the City or having defaulted on a previous contract with the City;

3.7.8.4 Being in arrears on taxes owed to the State of Georgia;

3.7.8.5 Poor, defective or otherwise unsatisfactory performance of work for the City or any other party on prior projects which, in the City's judgment and sole discretion raises doubts as to Supplier's ability to properly perform the work;

3.7.8.6 Any offering of gifts, unauthorized compensation or other unethical actions to City employees with respect to interest in any business activity;

3.7.8.7 Any false statement or misrepresentation in any portion of the Bid Packet, including but not limited to, misrepresentations regarding prior or current lawsuits or OSHA violations; or

3.7.8.8 Any other cause which, in the City's judgment and sole discretion, is sufficient to justify disqualification of the supplier or the rejection of their submittal;

3.7.9 REJECTION/CANCELATION/AWARD OF BIDS

The City reserves the right to:

a) reject any and all submittals received outside the time/place stated in the notice;
b) reject any submittals which show omissions, irregularities, alteration of forms or unsolicited responses;
c) waive any minor technicalities of form, or formalities of the responses without prejudice to other responses;
d) reject any or all bids or any part thereof;
e) obtain clarification on any point in a respondent submittal or obtain additional information;
f) accept the bid that receives the best evaluation from the Evaluation Committee based on the evaluation criteria set forth within this RFP, regardless of whether or not it is the lowest bid;
g) award the bids received on the basis of individual items or on the entire list of items.

The City also reserves the right to cancel this bid at any time and will not be liable for any cost/losses incurred by the Supplier throughout this process.

Where applicable, the City reserves the right to make multiple awards or to award a contract by individual line items or alternatives, by group of line items or alternatives, or to make an aggregate award, whichever is deemed most advantageous to the City. If the City determines that an aggregate award to one supplier is not in the City's best interest, "all or none" offers will be rejected.

3.7.10 COST INCURRED BY SUPPLIERS

All expenses involved with the preparation and submission of the bid to the City, or any work performed in connection therewith, is the responsibility of the supplier(s).

3.7.11 BID OPENING

All bids will be opened on the pre-determined bid opening date. The bid details and related documents will not be publicly announced or reviewed at the bid opening; they will be turned over to an evaluation committee. No awards will be made or implied at this time. The Status field on the City's website will be updated following any change in the Bid process. Refer to section 2.1 for details regarding this Status. **Any bid-specific exceptions to the 'non-public opening' will be noted in the Schedule (section 1.2).**

3.7.12 AWARD AND RESULTING CONTRACT

Award will be made to the Supplier whose response/proposal is the best evaluated by the Evaluation Committee and which is in compliance with terms of this bid request. The quality of the articles to be supplied, their conformity with the specifications, their suitability to the requirements of the City, the delivery terms and other criteria, as well as price, will be taken into consideration in making the award.

Any resulting contract shall not be binding upon the City nor should any action be started until it has been executed by both parties and a copy of the fully executed contract has been delivered to the successful Supplier. Specifications noted in this bid request shall be incorporated into the resulting contract. The City reserves the option to prepare and negotiate its own contract, giving due consideration to the stipulations of the supplier's proposed contract and associated legal documents.

3.7.13 PROTESTS

Protest may be filed by the affected party regarding any aspect of the solicitation, evaluation or award. All protests must be in writing, include the information listed below and directed to the Procurement Department. Protests regarding the specifications or how a solicitation was written must be filed at least seventy-two (72) hours prior to the deadline. Protests regarding the validity of the evaluation team or the evaluation process must be filed within seventy-two (72) hours of the notice to bidders. Protests regarding the recommended awardee must be filed within ten (10) days of the Notice.

3.7.13.1 FILING A PROTEST

Only suppliers intending to submit a response may protest a solicitation and only suppliers that respond to a solicitation may protest the evaluation /award. All Protests must be directed to the Purchasing Coordinator, in writing, and must contain the following information in order to be valid:

- The name (company), address, telephone number and email of the protestor
- Signature and printed name of the protestor
- Identification of the solicitation and the sections contested
- A statement of reason for the protest including copies of relevant supporting documents
- A description of the remedy requested
- A decision will be rendered by Procurement. Should the protest need to be escalated, it shall continue as needed through the following stages: City Attorney, Board of Commissioners, court system.

1.2. INSPECTION AND ACCEPTANCE OF EQUIPMENT (FOR PURCHASE)

Where applicable, all items bid and furnished that are to be purchased must be completely new, free from defects and operate as intended unless otherwise specified in writing. Discontinued, remanufactured or demonstrator items will not be accepted unless specifically requested. The manufacturer's standard warranty shall be identified and copies of the warranties are to be presented upon request. In addition, all items supplied shall comply with all Federal and State regulations, applicable and effective on the date of acceptance. All items must meet or exceed all existing Federal, State and Local health, safety, lighting, emissions and noise standards.

The City reserves the right to inspect and test any equipment being offered in the bid prior to making any award. The City may also request a demonstration or site visit for evaluation purposes. The equipment delivered under this bid shall remain the property of the seller until a physical inspection of the equipment is made and accepted by the City. In the event that the equipment supplied to the City is found to be defective or does not conform to the City's specifications, the City reserves the right to cancel the order upon written notice to the seller and to return the equipment to the seller at the seller's expense.

3.8 STATEMENT OF EXPERIENCE AND QUALIFICATIONS

The supplier may be required, upon request, to prove to the satisfaction of the City that he/she has the skill and experience and the necessary facilities and ample financial resources to perform the contract(s) in a satisfactory manner and within the required time. If the available evidence of competency of any supplier is not satisfactory, the response of such supplier may be rejected. The City reserves the right to request clarifications of any response or to conduct discussions for the purpose of clarification. Any clarifications made as a result of these discussions are to be provided in writing.

3.9 NON-COLLUSION AFFIDAVIT

By submitting the notarized signature in the response, the Supplier represents and warrants that such response is genuine and real and not made in the interest or on behalf of any person not therein named. It is further warranted that the Supplier has not directly or indirectly solicited any other Supplier to put in a sham submittal, or any potential Supplier to refrain from submitting and that the Supplier has not in any manner sought by collusion to secure any advantage over any other Supplier. By submitting a response, the Supplier represents and warrants that no official or employee of City has, in any manner, an interest directly or indirectly in the RFP or in the contract which may be made

under it, or in any expected profits to arise therefrom. It is further warranted that the Supplier is independent of the City.

3.10 HOLD HARMLESS AND INDEMNIFICATION

The Supplier agrees, insofar as it legally may, to indemnify and hold harmless the City, its officers, employees and agents from and against all loss, costs, and expenses, including attorneys' fees, claims, suits and judgments in connection with injury to or death of any person or persons or loss of or damage to property resulting from any and all operations performed by Supplier, its officers, employees, and agents under any of the terms of this contract.

3.11 BID BONDS (Bid, Performance, Payment)

For any bid as required and noted in Section 1 of this bid document, a one hundred ten percent (110%) Performance bond and a one hundred ten percent (110%) Payment bond shall be furnished payable to, in favor of, and for the protection of the City. When Bid bonds are required, they must be in a sum equal to five percent (5%) of the total amount of the supplier's response and may be in the form of a surety issued bond or cashier's check made payable to the City of Griffin. Bid bonds are returned to the unsuccessful suppliers when the Notice of Award has been issued or contract has been executed. When bonding is required, failure to submit appropriate bonding will result in automatic rejection of bid. Performance and/or Payment bonds must be presented within ten (10) days of the Notice of Intent to Award or prior to the award of contract, whichever is later. Surety companies executing bonds must appear on the Treasury Department's most current publication (Circular 570 as amended) and be authorized to do business in Georgia. Unless otherwise specified, bonds shall be in effect for a period of one year from the completion of the project. The bond amounts shall be increased as the contract amount is increased. No alternative securities are currently accepted in lieu of performance or payment surety bonds.

4 SECTION IV – OTHER GENERAL SPECIFICATIONS

Sections II - VII review the general terms and conditions. **Any bid-specific information noted in Section I or in the Specifications & Response Section will take precedence.**

4.5 LIQUIDATED DAMAGES

Pursuant to O.C.G.A. § 36-91-24, it is understood that the Notice-to-Proceed and the time for completion of the work as specified are ESSENTIAL conditions of any resulting contract and that the performance and completion of this work within the specified time is vital to the City's economic interests. If the Supplier neglects, fails or refuses to complete the work within the mutually agreed time specified, the City may impose liquidated damages for each day of non-compliance past the scheduled completion date. Unless otherwise specified in Section I of this document or in the resulting contract, liquidated damages may be assessed at a rate of 1%, with a limit of $500.00 per day of non-compliance.

4.6 FORCE MAJEURE

The City and Supplier will be excused from the performance of their respective obligations under this Contract when and to the extent that their performance is delayed or prevented by any circumstances beyond their control including but not limited to, fire, flood, explosion, strikes or other labor disputes, act of God or public emergency, war, riot, order/act of any governmental authority, provided that:

1.2.1. The non-performing party gives the other party prompt written notice within three (3) business days describing the particulars of the Force Majeure including, but not limited to, the nature of the occurrence and its expected duration, and continues to furnish timely reports with respect thereto during the period of the Force Majeure;

1.2.2. The excuse of performance is of no greater scope and of no longer duration than is required by the Force Majeure;

1.2.3. No obligations of either party that arose before the Force Majeure causing the excuse of performance are excused as a result of the Force Majeure;

1.2.4. The non-performing party uses its best efforts to remedy its inability to perform. Economic hardship of the Provider will not constitute Force Majeure. The term of the Provider shall be extended by a period equal to that during which either party's performance is suspended under this Section.

The provisions of this section shall not preclude the City from canceling or terminating any resulting award (or any order for any goods or services included herein), or from revising the scope of the Work, as otherwise permitted under this RFP.

4.7 SUPPLIER'S INVOICE

4.7.1 The Supplier shall prepare and submit invoices to the attention of the project manager at: City of Griffin, Attn: *Jason Crane*, PO Box T, Griffin, GA 30224. A proper invoice must include the items listed below:

(a) Name and address of the Supplier.

(b) Invoice date and invoice number. (The Supplier should date invoices as close as possible to the date of the mailing or transmission.)

(c) Purchase order number for supplies delivered or work completed.

(d) Description, quantity, unit of measure, unit price, and extended price of supplies delivered.

(e) Shipping and payment terms (e.g., shipment number and date of shipment, discount for prompt payment terms).

(f) Name and address to which payment is to be sent.

(g) Name (where practicable), title, phone number, and mailing address of person to notify in the event of a defective invoice.

(h) Any other information or documentation required by the contract (e.g., evidence of shipment).

4.7.2 A summary invoice shall be provided for all deliveries made during a billing period, identifying the delivery tickets covered therein, stating their total dollar value. A summary invoice shall be supported by receipt copies of the delivery tickets. Delivery tickets or sales slips shall contain:

(a) Name of supplier

(b) Purchase Order number

(c) Ship to Department and Address

(d) Description, Quantity, unit price, and extension of each item.

(e) Date of delivery or shipment.

4.8 TAX LIABILITY

The successful supplier will be provided with the City's Sales and Use Tax Certificate of Exemption number upon request.

4.9 PAYMENT

Payment will be made for items accepted by the City; standard terms are net 30.

4.10 ESTIMATED QUANTITIES

The quantities of items specified in the Bid Schedule are estimates only and are not purchased by this contract. If the City's requirements do not result in orders in the quantities described as "estimated", that fact shall not constitute the basis for an equitable price adjustment. Delivery shall be made only as authorized by orders issued in accordance with the Ordering clause. Subject to any limitations in the Order clause or elsewhere in this contract, the Supplier shall furnish to the City all items specified in the Bid Schedule and called for by orders issued in accordance with the Ordering clause.

4.11 ASSIGNMENT OR NOVATION OF CONTRACT

The Supplier shall not assign or transfer, whether by Assignment or Novation, any of its rights, duties, benefits, obligations, liabilities, or responsibilities under the Contract without the written consent of the City; provided, however, that assignments to banks, trust companies or other financial institutions for the purpose of securing a bond may be made without the consent of the City.

4.12 TERMINATION FOR CAUSE

The City reserves the right to terminate the resulting contract, in whole or in part, for failure to comply with any provisions of the contract as outlined by providing a written notice to the Supplier at least thirty (30) days before the effective date of termination. The Supplier will not be relieved of any outstanding responsibilities or unfinished obligations under this contract. Receipt of items by the delivery date is critical to the terms of this contract. The City considers late delivery of contract items as reasonable cause to terminate the contract.

Prior to termination, a Cure Notice will be issued by the City. The Notice will identify the problems and deadlines that need to be met to remedy the problems to avoid termination for default. If the Supplier does not respond with an acceptable action plan to remedy the default or commence to remedy the default within a period of five (5) business days (or such longer period as the City may authorize in writing) after the issuance of notice, the City may issue termination for cause.

The City retains all other legal or equitable rights or remedies existing as a result of said default, including, but not limited to, any legal process necessary to obtain any sureties securing this contract.

1.3. TERMINATION FOR CONVENIENCE

The City reserves the right to terminate the resulting contract, in whole or in part, in the event the City determines that such termination is in the best interest of the City. Any such termination shall be affected by the delivery of a notice specifying the extent to which performance of work under the contract is termination and the date upon which the termination becomes effective. Upon receipt of notice, the contractor shall immediately discontinue all services affected, unless the notice directs otherwise. The City will make payment of deliverables satisfactorily executed according to industry standards or proven loss with respect to materials, etc., but no amount shall be allowed for anticipated profit or unperformed service.

1.4. TERMINATION FOR FUND APPROPRIATION

The City may unilaterally terminate this Agreement due to a lack of funding at any time by written notice to the Supplier. In the event of the City's termination of the resulting contract for fund appropriation, the Supplier will be paid for those services actually performed. Partially completed performance of the Agreement will be compensated based upon a signed statement of completion to be submitted by the Service Provider which shall itemize each element of performance

4.13 CHANGES

All work and materials furnished for this project shall be made in conformance with the contract documents. Changes in the scope of work or the terms and conditions of this contract may be made only by written agreement of the parties. Changes that involve an alteration to the payment amounts shall not commence until approved by the City and a Change Order has been issued.

4.14 REPORTING DISPUTES

The Supplier shall report any contract disputes and/or problems to the Procurement Analyst, both verbally and in writing within 48 hours of their occurrence.

5 SECTION V –INSURANCE REQUIREMENTS

Sections II - VII review the general terms and conditions. **Any bid-specific information noted in Section I or in the Specifications & Response Section will take precedence.**

Prior to commencing work, the Supplier shall procure and maintain at their own cost and expense for the duration of the agreement the following insurance against claims for injuries to person or damages to property which may arise from or in connection with the performance of the work or services hereunder by the Supplier, his agents, representatives, employees or Subcontractors. A Certificate of Insurance (COI) and any other documents required by the City must be submitted to the City prior to the commencement of any work. In the event of failure to supply the required documentation, the City shall have the right to recover any costs or damages incurred.

The City of Griffin, its agents, elected officials, and employees shall be included as additionally named insured with respect to all liability policies herein except the professional liability coverage and worker's compensation which shall be indicated on all applicable certificates of insurance. The insurance Certificates indicated above shall carry a written notice of change cancellation and shall be submitted in a reasonable period prior to the execution of any work under this contract. It shall

be the responsibility of the Supplier to provide similar insurance for each subcontractor, or to provide evidence that each subcontractor carries his own insurance in like amounts, prior to the time such subcontractor proceeds to perform under the contract. The Supplier's insurance policy shall be primary for the additional insured, and not excess over any policy held by the additional insured.

The information described below sets forth minimum amounts and coverage and is not to be construed in any way as a limitation on the Supplier's liability.

5.5 STANDARD INSURANCE REQUIREMENTS

5.5.1 The City reserves the right to require higher insurance limits on any contract, provided notice of such requirement is stated in the solicitation.

5.5.2 *Commercial General Liability Insurance* - $1,000,000 limit per person, $2,000,000 per occurrence for property damage and bodily injury. The Supplier should indicate in the proposal and on the insurance certificate that the coverage provided is occurrence based. The City of Griffin shall be named as "additional insured" as its interest may appear and "waiver of subrogation granted". The insurance shall include coverage for the following:

- Premise/Operations
- Explosion, Collapse and Underground Property Damage Hazard (only when applicable to the project)
- Products/Completed Operations
- Contractual
- Independent Suppliers
- Broad Form Property Damage
- Personal Injury

5.5.3 *Automobile Insurance* - $1,000,000 limit per person or $2,000,000 combined single limit for property damage and personal injury.

- Owned/Leased Autos
- Non-owned Autos
- Hired Autos

5.5.4 Umbrella Coverage

5.5.4.1 *Workers' Compensation and Employers' Insurance* -- with benefits and monetary limits as set forth by Title 34, Chapter 9 of the O.C.G.A. Workers' Compensation coverage is required as a condition of performing work or services for the City whether or not the Supplier is otherwise required by law to provide such coverage. The Supplier shall supply the City with proof of compliance with the Workers' Compensation Act while performing work for the City by way of a COI. This proof must be received by the City **prior to** the commencement of work. If the Supplier does not meet the requirement for workers' compensation coverage, the certificate of insurance shall state that the contractor waives subrogation in regard to workers' compensation.

5.5.4.2 *Professional Liability/Errors & Omissions Insurance* - $2,000,000 or as per project (ultimate loss value per occurrence). Primarily E&O insurance is designed to protect the professional advice providers (i.e. consultants, financial services) or professional service-providing professionals (i.e. medical providers, lawyers).

5.6 OTHER INSURANCE PROVISIONS

5.6.1 All Coverage

5.6.1.1 Each insurance policy required by this clause shall be endorsed to state that coverage shall not be suspended, voided, canceled, reduced in coverage or in limits except after thirty (30) days prior written notice has been given to the City.

5.6.1.2 If the Supplier, for any reason, fails to maintain insurance coverage which is required pursuant to this Agreement, the same shall be deemed a material breach of contract. City, at its sole option, may terminate this Agreement and obtain damages from the Supplier resulting from said breach.

5.6.1.3 Alternatively, the City may purchase such required insurance coverage (but has no special obligation to do so), and without further notice to the Supplier, the City may deduct from sums due to the Supplier any premium costs advanced by City for such insurance.

5.6.2 Commercial General Liability and Automobile Liability Coverage

5.6.2.1 The City, members of its City Commission, boards, commissions and committees, officers, agents, employees and volunteers are to be covered as insured as respects: liability arising out of activities performed by or on behalf of the Supplier; products and completed operations of the Supplier; premises owned, leased or used by the Supplier or premises on which the Supplier is performing services on behalf of the City. The coverage shall contain no special limitations on the scope of protection afforded to the City, members of the City Commission, boards, commissions and committees, officers, agents, employees and volunteers.

5.6.2.2 The Supplier's insurance coverage shall be primary insurance as respects the City, members of its City Commission, boards, commissions and committees, officers, agents, employees and volunteers. Any insurance or self-insurance maintained by the City, members of its City Commission, boards, commissions and committees, officers, agents, employees and volunteers shall be excess of the Supplier's insurance and shall not contribute with it.

5.6.2.3 Any failure to comply with reporting provisions of the policies shall not affect coverage provided to the City, members of its City Commission, boards, commissions and committees, officers, agents, employees and volunteers.

5.6.2.4 Coverage shall state that Supplier's insurance shall apply separately to each insured against to whom a claim is made or suit is brought, except with respect to the limits of the insurer's liability.

5.6.3 Workers' Compensation and Employers' Liability and Property Coverage

The insurer shall agree to waive all rights of subrogation against the City, member of its' City Commission, boards, commissions and committees, officers, agents, employees and volunteers for losses arising from activities and operations of the Supplier in the performance of services under this Agreement *(see 5.1.4.1)*.

1.4.1. Deductibles and Self-Insured Retention

Any deductibles or self-insured retentions must be declared to the City.

5.6.4 Acceptability of Insurer

Insurance is to be placed with Georgia admitted 'A' rated carriers or better by A.M. Best's rating service.

5.6.5 Verification of Coverage

Supplier shall furnish the City with certificates of insurance and with original endorsements affecting coverage required by this clause. The certificates and endorsements for each policy are to be signed by a person authorized by that insurer to bind coverage on its behalf. The certificates and endorsements are to be received and approved by the City before work commences.

5.6.6 Subcontractors

Subcontractors must also be insured under the policies of insurance required herein.

6 REQUIRED IMMIGRATION/ENTITLEMENT AFFIDAVITS FOR GEORGIA

For the successful Suppliers contracting for physical labor or providing services with the City:

6.5 VENDOR/CONTRACTOR AFFIDAVIT

6.5.1 Pursuant to the Georgia Security and Immigration Compliance Act of 2006, the Supplier understands and agrees that compliance with the requirements of O.C.G.A. § 13-10-91 and Georgia Department of Labor Rule 300-10-1-.02 are conditions of this Agreement. The Supplier further agrees that such compliance shall be attested by the Supplier through execution of the contractor affidavit required by Georgia Department of Labor Rule 300-10-1-.07, or a substantially similar supplier affidavit. The Supplier's fully executed affidavit is attached hereto as an Exhibit and is incorporated into this Agreement by reference herein.

6.6 SUBCONTRACTORS

6.6.1 The Supplier understands and agrees that, in the event the Supplier employs or contracts with any subcontractor or subcontractors in connection with this Agreement, the Supplier shall:

6.6.1.1 Be responsible to the City for the acts and omissions of a sub-contractor or persons employed by said sub-contractor to the same extent that the Supplier is liable to the City.

6.6.1.2 Secure from each such subcontractor an indication of the employee number category as identified in O.C.G.A. § 13-10-91 that is applicable to the subcontractor;

6.6.1.3 Secure from each such subcontractor an attestation of the subcontractor's compliance with O.C.G.A. § 13-10-91 and Georgia Department of Labor Rule 300-10-1-.02 by causing each such subcontractor to execute the subcontractor affidavit required by Georgia Department of Labor Rule 300-10-1-.08, or a substantially similar subcontractor affidavit. The Supplier further understands and agrees that the Supplier shall require the executed subcontractor affidavit to become a part of the agreement between the Supplier and each such subcontractor. The Supplier agrees to maintain records of each subcontractor attestation required hereunder for inspection by the Department at any time."

7 TITLE VI –as applied through the Civil Rights Restoration Act of 1987

The CITY OF GRIFFIN, GEORGIA, in accordance with Title VI of the Civil Rights Act of 1964, 42 U.S.C. 2000d to 2000d-4, as amended by The Civil Rights Restoration Act of 1987, hereby notifies all suppliers that no person shall on the grounds of race, color, national origin, sex, age, and handicap/disability, be excluded from participation in, be denied the benefits of, or be otherwise subjected to discrimination under any program or activity conducted by the CITY regardless of whether those programs, services, and activities are federally-funded or not. Further, it will affirmatively ensure that in any contract entered into pursuant to this advertisement, disadvantaged business enterprises as defined at 49 CFR Part 23 will be afforded full opportunity to submit bids in response to this invitation and will not be discriminated against on the grounds of race, color, national origin, sex, age, handicap/disabled in consideration for an award.

Please separate and use the following pages with your response submittal. Additional pages may be used as needed. Thank you for your interest and participation in this opportunity.

EXHIBIT "B:

CITY OF GRIFFIN, GEORGIA

RESPONSE SUBMITTAL COVER

RFP #23-020

For

EMERGENCY ASSISTANCE-WORK DEMAND 2023

Submitted by:

Name of Company: U-TEC Construction, Inc.

Mailing Address: 926 Ridgedale Drive

City/State/Zip: Lawrenceville, Georgia 30043

Phone (including area code): 404-915-6559

E-mail: emorrison@utec-inc.com

Submittal Deadline:
May 22, 2023 at 2:00 P.M.

FAILURE TO RETURN THIS PAGE AS PART OF YOUR SUBMISSION MAY RESULT IN REJECTION OF RESPONSE

SUPPLIER DISCLOSURES
23-020

All solicitations MUST contain signed and notarized statement of non-Collusion and non-Conflict of Interest. Any YES response for other disclosures must be detailed and attached to this sheet as part of your submittal. Reference to 'Supplier' denotes the organization submitting the response as well as the principal representing the organization.

Collusion. Collusion exists when two or more parties act together to achieve a fraudulent or unlawful act. Collusion inhibits free and open competition and is in violation of antitrust laws. I certify that this RFP response is genuine and is not a collusive or sham proposal. I further state that:

- The prepared response is made without prior understanding, agreement, or connection with any corporation, firm, or person submitting an RFP or offer for the same supplies, labor, services, construction, materials or equipment to be furnished or professional or consultant services, and is in all respects fair and without collusion or fraud; and
- The price(s) submitted has/have been arrived at independently and without consultation, communication or agreement with any other supplier, supplier or potential responder to the solicitation; and
- No attempt has been made or will be made to induce any company or person to refrain from responding to this solicitation, or to induce them to submit a budget that is higher than the budget in this solicitation, or to submit any intentionally high or noncompetitive response or other form of nonresponsive submittal; and
- I understand collusive bidding is a violation of city, state and federal law and can result in fines, prison sentences, and civil damages awards. I also certify that I am authorized to sign for this Supplier.

Conflict of interest. A Conflict of Interest exists when personal interests interfere in any way with the best interest of the City. This can arise if any agent of the City or their families will receive a monetary or other type of benefit based on the award of this project or if any supplier has an unfair competitive advantage over other suppliers. A conflict is also perceived if any previous history would make it impossible for the supplier to objectively fulfill the obligations associated with this project.

I certify that there is no known conflict of interest with the City or any employee or agent of the City. There is presently no interest and no interest shall be acquired that would directly or indirectly conflict in any manner with the performance of this solicitation, should it be awarded.

U-TEC Construction, Inc.
Company Name

Signature of Authorized official of company

Ernest Morrison
Printed Name

Sworn to and subscribed before me this 15th **day of** May , 2023

Notary Public: Olivia Wilson

County: Dekalb

Commission Expires: 1-8-2025

OLIVIA WILSON NOTARY PUBLIC DEKALB COUNTY, GEORGIA MY COMMISSION EXPIRES JANUARY 08, 2025

OTHER SUPPLIER DISCLOSURES

Any response of 'Yes' must be explained in full (separate sheet may be used).

N — **Debarment.** Supplier certifies that neither it or its subcontractors is presently debarred, suspended, proposed for debarment, declared ineligible, or otherwise excluded from doing business with any government agency. Has the Supplier been deemed ineligible from participating in any business with any government agency in the past five (5) years?

N — **Litigation.** Within the past five (5) years, has the Supplier been the subject of or party to any civil or criminal proceedings or investigations based on wrongful death, fraud, theft, breach of contract, safety, misrepresentation or any other conduct?

926 Ridgedale Drive
Lawrenceville, Georgia 30043
770-237-0805

OSHA Citation History for Past 5 Years

Location: Tucker, GA

Date: 9/1/2022

Standard Cited: 29CFR 1926.952(a)(2)

Violation Type: Other Than Serious

Settled

N **Financial stability.** Financial stability demonstrates that the Supplier has the resources to complete and the ability to remain in business for the duration of the subsequent contract. Has any petition of bankruptcy, orders or judgment been filed against the supplier in the past five (5) years?

N **Liquidated Damages.** Liquidated Damages are types of compensation designed to reimburse the City for certain problems or delays associated with a project; it serves as protection to both parties in the form of 'contract completion insurance'. Has the Supplier been assessed any liquidated damages or defaulted on any project with a government agency in the past five (5) years?

Y **OSHA.** Has the Supplier been cited for any OSHA violations in the past five (5) years?

N **COMMUNICATIONS.** Has the Supplier communicated OR discussed pricing with anyone associated with the City, other than Procurement, since the solicitation was published?

SUPPLIER ACKNOWLEDGEMENTS *(please initial)*

ERM **Resources.** We agree that we have the resources needed for the satisfactory completion of the project.

ERM **Exceptions.** All deviations and exceptions to this RFP must be expressly stated in writing and attached as an Exception page. The absence of any exceptions assures the City of their full agreement and compliance with all specifications, terms and conditions, requirements and obligations of this RFP.

ERM **Occupational Tax License.** If a City of Griffin Occupational Tax License is needed in order to fulfill the project, we will obtain such license prior to the confirmation of contract.

ERM **Insurance.** We understand the insurance requirements noted and are prepared to supply the required insurance endorsements for these requirements prior to the confirmation of contract.

ERM **Terms and Conditions.** The specifications, as well as the terms and conditions of this Request for Proposal shall be incorporated as an integral part of the final contract.

The Supplier has examined, carefully studied and hereby acknowledges the Specifications and any Addenda and agrees to provide the required services in accordance with this proposal. **The Supplier agrees to all specification items listed unless specifically noted on an Exceptions page.** The Supplier further certifies that they are not currently debarred from submitting proposals by any agency of the State of Georgia or the federal government.

Specifications . . . . . Acknowledgement ERM

Addendum No. _____ dated _____ Acknowledgement _____

Addendum No. _____ dated _____ Acknowledgement _____

Addendum No. _____ dated _____ Acknowledgement _____

Suppliers must acknowledge the Specifications and any issued addenda. Responses which fail to acknowledge the Supplier's receipt of any addendum will result in the rejection of the RFP if the addendum contained information which substantively changes the City's requirements.

RFP RESPONSE SIGNATURE

I am registered (and compliant) with the City's online registration system: Yes X Not yet ___

The City cannot award to a supplier that is not registered and compliant.

NAME OF COMPANY: U-TEC Construction, Inc.

MAILING ADDRESS: 926 Ridgedale Drive

CITY /STATE/ZIP: Lawrenceville, Georgia 30043

PHONE (including area code): 404-915-6559 E-MAIL: emorrison@utec-inc.com

AUTHORIZED SIGNATURE — TITLE: President

Ernest Morrison — NAME (PRINTED) — TITLE (PRINTED): President



2023/2024 City Of Griffin

On & Off System Overhead Crews - Labor and Equipment

Labor	Regular Time	Overtime	Premium
General Foreman	$109.14	$163.71	$190.99
Foreman	$108.35	$162.53	$189.62
Class A Lineman	$100.88	$151.32	$176.54
Apprentice Lineman	$72.65	$108.97	$127.37
Equipment Operator	$62.24	$93.36	$108.92
Groundman	$44.08	$66.12	$77.14
Equipment Repair Man	$94.75	$142.12	$165.81
Equipment			
Bucket Truck - UpTo 45'	$43.16	Per Hr.	
Bucket Truck - 45' to 60'	$43.16	Per Hr.	
Derrick Truck	$46.30	Per Hr.	
Back Yard Track Digger with Bucket - and Trailer	$49.71	Per Hr.	
Pick Up Truck	$20.60	Per Hr.	
Excavator[KX-40]	$20.09	Per Hr.	
Excavator[U-55]	$24.85	Per Hr.	
Excavator[KX-080]	$36.33	Per Hr.	
Rubber Tire Backhoe	$27.06	Per Hr.	
Truck - Welder/Compressor	$24.49	Per Hr.	
Flatbed (up to 2 tons)	$21.91	Per Hr.	
1 Ton Service truck	$22.75	Per Hr.	
Dump Truck [Up to 2 tons]	$23.06	Per Hr.	
Trailer	$6.63	Per Hr.	
Pole Trailer	$7.76	Per Hr.	
Gasoline Air Ventilator	$6.21	Per Hr.	
Gasoline Generator	$5.90	Per Hr.	
Wire Puller Underground	$19.81	Per Hr.	
Chain Saw	$3.18	Per Hr.	
Water Pump	$5.59	Per Hr.	
Gasoline Tamp	$4.89	Per Hr.	
Air Compressor	$24.49	Per Hr.	
Wire Pulling Equipment	$51.60	Per Hr.	
Wire Puller	$33.76	Per Hr.	
Wire Reel and Tensioner	$34.00	Per Hr.	
Reel Trailer - 3 Reel	$16.36	Per Hr.	

Overtime Rates apply to hours over 10 daily and all hours over 40 per week. (Sunday through Saturday)
Holiday and Sunday Hours will be billed as Premium hours (2X regular time)
Items supplied by U-TEC such as lodging, meals, equipment leased, and materials will be billed at our cost plus 10%
Billing is from portal to portal

U-TEC CONSTRUCTION, INC.

2023/2024 City Of Griffin

On & Off System Underground Crews - Labor and Equipment

Labor	Regular Time	Overtime	Premium
General Foreman	$108.11	$162.16	$189.20
Foreman	$75.18	$112.77	$131.56
Cable Splicer	$61.78	$92.67	$108.11
Equipment Operator	$50.82	$76.23	$88.94
Groundman	$44.08	$66.12	$77.14
Equipment Repair Man	$94.75	$142.12	$165.51
Equipment			
Bucket Truck - UpTo 45'	$43.16	Per Hr.	
Bucket Truck - 45' to 60'	$43.16	Per Hr.	
Derrick Truck	$46.30	Per Hr.	
Back Yard Track Digger with Bucket - and Trailer	$49.71	Per Hr.	
Pick Up Truck	$20.60	Per Hr.	
Excavator[KX-40]	$20.09	Per Hr.	
Excavator[U-55]	$24.85	Per Hr.	
Excavator[KX-080]	$36.33	Per Hr.	
Rubber Tire Backhoe	$27.06	Per Hr.	
Truck - Welder/Compressor	$24.49	Per Hr.	
Flatbed (up to 2 tons)	$21.91	Per Hr.	
1 Ton Service truck	$22.75	Per Hr.	
Dump Truck [Up to 2 tons]	$23.06	Per Hr.	
Trailer	$6.63	Per Hr.	
Pole Trailer	$7.76	Per Hr.	
Gasoline Air Ventilator	$6.21	Per Hr.	
Gasoline Generator	$5.90	Per Hr.	
Wire Puller Underground	$19.81	Per Hr.	
Chain Saw	$3.18	Per Hr.	
Water Pump	$5.59	Per Hr.	
Gasoline Tamp	$4.89	Per Hr.	
Air Compressor	$24.49	Per Hr.	
Wire Pulling Equipment	$51.60	Per Hr.	
Wire Puller	$33.76	Per Hr.	
Wire Reel and Tensioner	$34.00	Per Hr.	
Reel Trailer - 3 Reel	$16.36	Per Hr.	

Overtime Rates apply to hours over 10 daily and all hours over 40 per week. (Sunday through Saturday)
Holiday and Sunday Hours will be billed as Premium hours (2X regular time)
Items supplied by U-TEC such as lodging, meals, equipment leased, and materials will be billed at our cost plus 10%
Billing is from portal to portal

OCUMENT MAY RESULT IN REJECTION OF RESPONSE. THIS FORM MUST BE COMPLETED FOR EACH RFP SUBMITTAL EVEN IF YOU ARE CONSIDERED TO BE A CURRENT SUPPLIER.

REFERENCES

The City of Griffin requests a minimum of three references where work of a similar size and scope has been completed within the past 3-4 years.

REFERENCE 1:
Company Name: City of East Point

Brief Description of Project: O/H and Underground Maintenance and Construction

Completion Date: Ongoing contract

Contact Person: Thomas Mangham

Telephone: 770-550-0113 E-mail:

REFERENCE 2:
Company Name: City of Covington

Brief Description of Project: O/H and Underground Maintenance and Construction

Completion Date: Ongoing contract

Contact Person: Joel Smith

Telephone: 678-878-7527 E-mail:

REFERENCE 3:
Company Name: City of Thomasville

Brief Description of Project: Overhead Construction and Maintenance

Completion Date: Ongoing contract

Contact Person: Brent Alderman

Telephone: 229-288-1865 E-mail:

COMPLETED BY:
Company Name: Ernest Morrison

Contact Person: _____ Ernest Morrison
(Signature) (Printed Name)

STATE OF GEORGIA
CITY OF GRIFFIN

TAX COMPLIANCE FORM*

*Must be completed for all RFPs with an aggregate total of more than $99,000.00.

INSTRUCTIONS TO SUPPLIERS

Please complete the following information:

- Supplier's Name: U-TEC Construction, Inc.
- Physical Location Address: 926 Ridgedale Drive
  Lawrenceville, Georgia 30043
- Federal Identification Number (FEI): 58-2441098
- Have you ever been registered in the State of Georgia? No
- If so, please provide the following information, if applicable:
  - State Taxpayer Identification Number (STI): _____
  - Sales and Use Tax Number: _____
  - Withholding Tax Number: _____
- What type of service will you perform? O/H and Underground Maintenance and Construction
- Will you sell any tangible personal property or goods? No
- Supplier's Affiliate's Name: LineVac, LLC
  - FEI: 86-2074703
  - STI: 397193-04
  - Sales and Use Tax Number: _____
  - Withholding Tax Number: _____

  If there is more than one affiliate, please attach a separate sheet listing the information above.
- Person responsible for handling supplier's tax issues (such as the CFO, the company tax officer, etc.):
  - Name: Ernest Morrison
  - Telephone Number: 404-915-6559
  - E-mail Address: emorrison@utec-inc.com

NOTICE TO SUPPLIER:

In the event the supplier is considered for contract award, the information provided on this form will be submitted to the Georgia Department of Revenue ("DOR") for a determination as to whether the supplier is a "prohibited source" (as defined by O.C.G.A. §50-5-82) or whether there are any other outstanding tax issues. MISSING, INCOMPLETE, OR ERRONEOUS DATA MAY DELAY OR PROHIBIT VERIFICATION OF YOUR ELIGIBILITY FOR CONTRACT AWARD. NO PROHIBITED SOURCE MAY RECEIVE CONTRACT AWARD; THEREFORE, YOU ARE STRONGLY ENCOURAGED TO CHECK YOUR TAX STATUS NOW AND RESOLVE ANY OUTSTANDING TAX LIABILITIES AND/OR MISSING TAX RETURNS.

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Last Verify Date: 5

Compliant?	Government	City	State	Register Date	Last Doc Updated
3 of 3	City of Griffin	Griffin	GA	7/5/2018	7/11/2018

1

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STATE OF GEORGIA
CITY OF GRIFFIN

CONTRACTOR (*E-VERIFY*) AFFIDAVIT AND AGREEMENT

Please initial the appropriate statement for your current and future business relations with the City of Griffin, sign and have notarized if applicable (one must be initialed):

A) ____ My company provides products only for the City (no physical labor or services).

B) ____ I am a sole proprietor and have no employees.

C) ____ My company is providing labor or services on a one-time basis that amounts to under $2,500.00.

D) X My company provides labor or services to the City and I have supplied the EV number below (notarization below is required).

BY: Authorized Officer or Agent	Ernest Morrison *Printed Name*	5-15-2023 *Date*
U-TEC Construction, Inc. *Company / Contractor Name*	President *Title of Authorized Officer or Agent of Contractor*	

While the City requests a signed affidavit from every supplier, only those that provide labor or services that could amount to $2,500 or more to the City (item D above) MUST supply the actual E-Verify number issued by Homeland Security and have this affidavit notarized.

****

NOTARIZATION REQUIRED FOR E-VERIFY NUMBER SUBMISSIONS:

COMES NOW before me, the undersigned officer duly authorized to administer oaths, the undersigned contractor, who, after being duly sworn, states as follows:

By executing this affidavit, the undersigned contractor verifies its compliance with O.C.G.A. § 13-10-91 and Georgia Department of Labor Rule 300-10-1-.02, stating affirmatively that the individual, firm, or corporation which is contracting with the City has registered with and is participating in a federal work authorization program in accordance with the applicability provisions and deadlines established in O.C.G.A. § 13-10-91 and Georgia Department of Labor Rule 300-10-1-.02. Furthermore, the undersigned contractor will continue to use the federal work authorization program throughout the contract period.

The undersigned contractor further agrees that, should it employ or contract with any subcontractor(s) in connection with the physical performance of services pursuant to the contract with the City of Griffin, Georgia, of which this affidavit is a part, the undersigned contractor will secure from such subcontractor(s) similar verification of compliance with O.C.G.A. § 13-10-91 and Georgia Department of Labor Rule 300-10-1-.02 through the subcontractor's execution of the subcontractor affidavit required by Georgia Department of Labor Rule 300-10-1-.08 or a substantially similar subcontractor affidavit. The undersigned contractor further agrees to maintain records of such compliance and provide a copy of each such verification to the City at the time the subcontractor(s) is retained to perform such service.

1545668 9/25/2008
EEV / (*E-Verify # issued by Homeland Security IF checked above*)

Sworn to and subscribed before me
This 15th day of May, 2023
Notary Public Olivia Wilson
My commission expires: 1-8-2025

OLIVIA WILSON NOTARY PUBLIC DEKALB COUNTY, GEORGIA MY COMMISSION EXPIRES JANUARY 08, 2025

* Any of the electronic verification of work authorization programs operated by the United States Department of Homeland Security or any equivalent federal work authorization program operated by the United States Department of Homeland Security to verify information of newly hired employees, pursuant to the Immigration Reform and Control Act of 1986 (IRCA), P.L. 99-603. As of the effective date of O.C.G.A. § 13-10-91, the applicable federal work authorization program is the "EEV / Basic Pilot Program" operated by the U.S. Citizenship and Immigration Services Bureau of the U.S. Department of Homeland Security, in conjunction with the Social Security Administration (SSA).

1.Job site security will be abiding by all City and State Hwy rules and regulations. Signs, cones & traffic control

2.Utec Construction was built on the grounds of doing quality work and taking pride in all work that is done.

3. Storm Contracts worked.

1-City of Griffin.

2-City of East Point.

3-City of Covington.

EXHIBIT C
2 CFR 200 CONTRACT PROVISIONS

EQUAL EMPLOYMENT OPPORTUNITY

During the performance of this contract, the contractor agrees as follows:

(1) The contractor will not discriminate against any employee or applicant for employment because of race, color, religion, sex, sexual orientation, gender identity, or national origin. The contractor will take affirmative action to ensure that applicants are employed, and that employees are treated during employment without regard to their race, color, religion, sex, sexual orientation, gender identity, or national origin. Such action shall include, but not be limited to the following:

Employment, upgrading, demotion, or transfer; recruitment or recruitment advertising; layoff or termination; rates of pay or other forms of compensation; and selection for training, including apprenticeship. The contractor agrees to post in conspicuous places, available to employees and applicants for employment, notices to be provided setting forth the provisions of this nondiscrimination clause.

(2) The contractor will, in all solicitations or advertisements for employees placed by or on behalf of the contractor, state that all qualified applicants will receive consideration for employment without regard to race, color, religion, sex, sexual orientation, gender identity, or national origin.

(3) The contractor will not discharge or in any other manner discriminate against any employee or applicant for employment because such employee or applicant has inquired about, discussed, or disclosed the compensation of the employee or applicant or another employee or applicant. This provision shall not apply to instances in which an employee who has access to the compensation information of other employees or applicants as a part of such employee's essential job functions discloses the compensation of such other employees or applicants to individuals who do not otherwise have access to such information, unless such disclosure is in response to a formal complaint or charge, in furtherance of an investigation, proceeding, hearing, or action, including an investigation conducted by the employer, or is consistent with the contractor's legal duty to furnish information.

(4) The contractor will send to each labor union or representative of workers with which he has a collective bargaining agreement or other contract or understanding, a notice to be provided advising the said labor union or workers' representatives of the contractor's commitments under this section, and shall post copies of the notice in conspicuous places available to employees and applicants for employment.

(5) The contractor will comply with all provisions of Executive Order 11246 of September 24, 1965, and of the rules, regulations, and relevant orders of the Secretary of Labor.

(6) The contractor will furnish all information and reports required by Executive Order 11246 of September 24, 1965, and by rules, regulations, and orders of the Secretary of Labor, or pursuant thereto, and will permit access to his books, records, and accounts by the administering agency and the Secretary of Labor for purposes of investigation to ascertain compliance with such rules, regulations, and orders.

(7) In the event of the contractor's noncompliance with the nondiscrimination clauses of this contract or with any of the said rules, regulations, or orders, this contract may be canceled, terminated, or suspended in whole or in part and the contractor may be declared ineligible for further Government contracts or federally assisted construction contracts in accordance with procedures authorized in Executive Order 11246 of September 24, 1965, and such other sanctions may be imposed and remedies invoked as provided in Executive Order 11246 of September 24, 1965, or by rule, regulation, or order of the Secretary of Labor, or as otherwise

provided by law.

(8) The contractor will include the portion of the sentence immediately preceding paragraph (1) and the provisions of paragraphs (1) through (8) in every subcontract or purchase order unless exempted by rules, regulations, or orders of the Secretary of Labor issued pursuant to section 204 of Executive Order 11246 of September 24, 1965, so that such provisions will be binding upon each subcontractor or vendor. The contractor will take such action with respect to any subcontract or purchase order as the administering agency may direct as a means of enforcing such provisions, including sanctions for noncompliance. Provided, however, that in the event a contractor becomes involved in, or is threatened with, litigation with a subcontractor or vendor as a result of such direction by the administering agency, the contractor may request the United States to enter into such litigation to protect the interests of the United States.

(9) The applicant further agrees that it will be bound by the above equal opportunity clause with respect to its own employment practices when it participates in federally assisted construction work: Provided, that if the applicant so participating is a State or local government, the above equal opportunity clause is not applicable to any agency, instrumentality or subdivision of such government which does not participate in work on or under the contract.

(10) The applicant agrees that it will assist and cooperate actively with the administering agency and the Secretary of Labor in obtaining the compliance of contractors and subcontractors with the equal opportunity clause and the rules, regulations, and relevant orders of the Secretary of Labor, that it will furnish the administering agency and the Secretary of Labor such information as they may require for the supervision of such compliance, and that it will otherwise assist the administering agency in the discharge of the agency's primary responsibility for securing compliance.

(11) The applicant further agrees that it will refrain from entering into any contract or contract modification subject to Executive Order 11246 of September 24, 1965, with a contractor debarred from, or who has not demonstrated eligibility for, Government contracts and federally assisted construction contracts pursuant to the Executive Order and will carry out such sanctions and penalties for violation of the equal opportunity clause as may be imposed upon contractors and subcontractors by the administering agency or the Secretary of Labor pursuant to Part II, Subpart D of the Executive Order. In addition, the applicant agrees that if ii fails or refuses to comply with these undertakings, the administering agency may take any or all of the following actions: Cancel, terminate, or suspend in whole or in part this grant (contract, loan, insurance, guarantee); refrain from extending any further assistance to the applicant under the program with respect to which the failure or refund occurred until satisfactory assurance of future compliance has been received from such applicant; and refer the case to the Department of Justice for appropriate legal proceedings.

COMPLIANCE WITH THE CONTRACT WORK HOURS & SAFETY STANDARDS ACT

(1) Overtime requirements. No contractor or subcontractor contracting for any part of the contract work which may require or involve the employment of laborers or mechanics shall require or permit any such laborer or mechanic in any work week in which he or she is employed on such work to work in excess of forty hours in such workweek unless such laborer or mechanic receives compensation at a rate not less than one and one-half times the basic rate of pay for all hours worked in excess of forty hours in such workweek.

(2) Violation; liability for unpaid wages; liquidated damages. In the event of any violation of the clause set forth in paragraph (b)(1) of this section the contractor and any subcontractor responsible therefor shall be liable for the unpaid wages. In addition, such contractor and subcontractor shall be liable to the United States (in the case of work done under contract for the District of Columbia or a territory, to such District or to such territory), for liquidated damages. Such liquidated damages shall be computed with respect to each individual laborer or mechanic, including watchmen and guards, employed

in violation of the clause set forth in paragraph (b)(1) of this section, in the sum of $26 for each calendar day on which such individual was required or permitted to work in excess of the standard workweek of forty hours without payment of the overtime wages required by the clause set forth in paragraph (b)(1) of this section.

(3) Withholding for unpaid wages and liquidated damages. The City shall upon its own action or upon written request of an authorized representative of the Department of Labor withhold or cause to be withheld, for any moneys payable on account of work performed by the contractor or subcontractor under any such contract or any other Federal contract with the same prime contractor, or any other federally-assisted contract subject to the Contract Work Hours and Safety Standards Act, which is held by the same prime contractor, such sums as may be determined to be necessary to satisfy any liabilities of such contractor or subcontractor for unpaid wages and liquidated damages as provided in the clause set forth in paragraph (b)(2) of this section.

(4) The contractor or subcontractor shall insert in any subcontracts the clauses set forth in paragraph (b)(1) through (4) of this section and also a clause requiring the subcontractors to include these clauses in any lower tier subcontracts. The prime contractor shall be responsible for compliance by any subcontractor or lower tier subcontractor with the clauses set forth in paragraphs (b)(1) through (4) of this section.

CLEAN AIR ACT

1. The contractor agrees to comply with all applicable standards, orders or regulations issued pursuant to the Clean Air Act, as amended, 42 U.S.C. § 7401 et seq.

2. The contractor agrees to report each violation to the City and understands and agrees that the (name of the applicant entering into the contract) will, in turn, report each violation as required to assure notification to the Federal Emergency Management Agency, and the appropriate Environmental Protection Agency Regional Office.

3. The contractor agrees to include these requirements in each subcontract exceeding$150,000 financed in whole or in part with Federal assistance provided by FEMA.

FEDERAL WATER POLLUTION ACT

1. The contractor agrees to comply with all applicable standards, orders, or regulations issued pursuant to the Federal Water Pollution Control Act, as amended, 33 U.S.C. 1251 et seq.

2. The contractor agrees to report each violation to the City and understands and agrees that the City will, in turn, report each violation as required to assure notification to the Federal Emergency Management Agency, and the appropriate Environmental Protection Agency Regional Office.

3. The contractor agrees to include these requirements in each subcontract exceeding $150,000 financed in whole or in part with Federal assistance provided by FEMA.

SUSPENSION AND DEBARMENT

(1) This contract is a covered transaction for purposes of 2 C.F.R. pt. 180 and 2 C.F.R. pt. 3000. As such, the contractor is required to verify that none of the contractor's principals (defined at 2 C.F.R. § 180.995) or its affiliates (defined at 2 C.F.R. § 180.905) are excluded (defined at 2 C.F.R. § 180.940) or disqualified (defined at 2 C.F.R. § 180.935).

(2) The contractor must comply with 2 C.F.R. pt. 180, subpart C and 2 C.F.R. pt. 3000,

subpart C, and must include a requirement to comply with these regulations in any lower tier covered transaction it enters into.

(3) This certification is a material representation of fact relied upon by (insert name of recipient/subrecipient/applicant). If it is later determined that the contractor did not comply with 2 C.F.R. pt. 180, subpart C and 2 C.F.R. pt. 3000, subpart C, in addition to remedies available to (insert name of recipient/subrecipient/applicant), the Federal Government may pursue available remedies, including but not limited to suspension and/or debarment.

(4) The bidder or proposer agrees to comply with the requirements of 2 C.F.R. pt. 180, subpart C and 2 C.F.R. pt. 3000, subpart C while this offer is valid and throughout the period of any contract that may arise from this offer. The bidder or proposer further agrees to include a provision requiring such compliance in its lower tier covered transactions.

BYRD ANTI-LOBBYING AMENDMENT

Byrd Anti-Lobbying Amendment, 31 U.S.C. § 1352 (as amended)

Contractors who apply or bid for an award of $100,000 or more shall file the required certification. Each tier certifies to the tier above that it will not and has not used Federal appropriated funds to pay any person or organization for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, officer or employee of Congress, or an employee of a Member of Congress in connection with obtaining any Federal contract, grant, or any other award covered by 31 U.S.C. § 1352. Each tier shall also disclose any lobbying with non-Federal funds that takes place in connection with obtaining any Federal award. Such disclosures are forwarded from tier to tier up to the recipient who in turn will forward the certification(s) to the awarding agency.

If applicable, contractors must sign and submit to the non-federal entity the following certification.

APPENDIX A, 44 C.F.R. PART 18- CERTIFICATION REGARDING LOBBYING
Certification for Contracts, Grants, Loans, and Cooperative Agreements

The undersigned certifies, to the best of his or her knowledge and belief, that:

1. No Federal appropriated funds have been paid or will be paid, by or on behalf of the undersigned, to any person for influencing or attempting to influence an officer or employee of an agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with the awarding of any Federal contract, the making of any Federal grant, the making of any Federal loan, the entering into of any cooperative agreement, and the extension, continuation, renewal, amendment, or modification of any Federal contract, grant, loan, or cooperative agreement.

2. If any funds other than Federal appropriated funds have been paid or will be paid to any person for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with this Federal contract, grant, loan, or cooperative agreement, the undersigned shall complete and submit Standard Form-LLL, "Disclosure Form to Report Lobbying," in accordance with its instructions.

3. The undersigned shall require that the language of this certification be included in the award documents for all subawards at all tiers (including subcontracts, subgrants, and contracts under grants, loans, and cooperative agreements) and that all subrecipients shall certify and disclose accordingly.

This certification is a material representation of fact upon which reliance was placed when this transaction was made or entered into. Submission of this certification is a prerequisite for making or entering into this transaction imposed by section 1352, title 31, U.S. Code. Any person who fails to file the required certification shall be subject to a civil penalty of not less than $10,000 and not more than $100,000 for each such failure.

The Contractor, RTC Solutions, Inc., certifies or affirms the truthfulness and accuracy of each statement of its certification and disclosure, if any. In addition, the Contractor understands and agrees that the provisions of 31 U.S.C. Chap. 38, Administrative Remedies for False Claims and Statements, apply to this certification and disclosure, if any.

_____

Signature of Contractor's Authorized Official

_____

Name and Title of Contractor's Authorized Official

_____

Date

PROCUREMENT OF RECOVERED MATERIALS

1. In the performance of this contract, the Contractor shall make maximum use of products containing recovered materials that are EPA-designated items unless the product cannot be acquired: (i) Competitively within a timeframe providing for compliance with the contract performance schedule; (ii) Meeting contract performance requirements; or (iii) At a reasonable price.

2. Information about this requirement, along with the list of EPA designated items, is available at EPA's Comprehensive Procurement Guidelines web site, https://www.epa.gov/smm/comprehensive- procurement-guideline-cpg-program.

3. The Contractor also agrees to comply with all other applicable requirements of Section 6002 of the Solid Waste Disposal Act."

ACCESS TO RECORDS

The following access to records requirements apply to this contract:

(1) The Contractor agrees to provide the City, the State, the FEMA Administrator, the Comptroller General of the United States, or any of their authorized representatives access to any books, documents, papers, and records of the Contractor which are directly pertinent to this contract for the purposes of making audits, examinations, excerpts, and transcriptions.

(2) The Contractor agrees to permit any of the foregoing parties to reproduce by any means whatsoever or to copy excerpts and transcriptions as reasonably needed.

(3) The Contractor agrees to provide the FEMA Administrator or his authorized representatives access to construction or other work sites pertaining to the work being completed under the contract.

(4) In compliance with the Disaster Recovery Act of 2018, the City and the Contractor acknowledge and agree that no language in this contract is intended to prohibit audits or internal reviews by the FEMA Administrator or the Comptroller General of the United States.

CHANGES

(1) Standard. To be eligible for FEMA assistance under the non-Federal entity's FEMA grant or cooperative agreement, the cost of the change, modification, change order, or constructive change must be allowable, allocable, within the scope of its grant or cooperative agreement, and reasonable for the completion of project scope.

(2) Applicability. FEMA recommends, therefore, that a non-Federal entity include a changes clause in its contract that describes how, if at all, changes can be made by either party to alter the method, price, or schedule of the work without breaching the contract. The language of the clause may differ depending on the nature of the contract and the end-item procured.

DHS SEAL, LOGO AND FLAGS

The contractor shall not use the OHS seal(s), logos, crests, or reproductions of flags or likenesses of OHS agency officials without specific FEMA pre-approval.

COMPLIANCE WITH FEDERAL LAW, REGULATIONS, AND EXECUTIVE ORDERS

This is an acknowledgement that FEMA financial assistance will be used to fund all or a portion of the contract. The contractor will comply with all applicable Federal law, regulations, executive orders, FEMA policies, procedures, and directives.

NO OBLIGATION BY FEDERAL GOVERNMENT

The Federal Government is not a party to this contract and is not subject to any obligations or liabilities to the non-Federal entity, contractor, or any other party pertaining to any matter resulting from the contract.

PROGRAM FRAUD AND FALSE OR FRAUDULENT STATEMENTS OR RELATED ACTS

The Contractor acknowledges that 31 U.S.C. Chap. 38 (Administrative Remedies for False Claims and Statements) applies to the Contractor's actions pertaining to this contract."

AGENDA ITEM SUMMARY

ITEM SUMMARY:

Consider the purchase of new office furniture for the Electric Department building addition in the amount of $55,293.50 from Jasper Seating Company, Inc., State Contract, and amend the budget accordingly. *Electric Director, Jennifer Freeman, will address.*

SPECIAL CONSIDERATIONS OR CONCERNS:

The purchase from Jasper Seating Company, Inc., State Contract #99999-SPD0000100-0048, will furnish Systems Operations, War Room, ADA Office, Systems Operations Superintendent, Key Accounts Specialist, Deputy Director's Office, Director's Office and lobby furniture. The funds will be pulled from the budgeted Capital Item-Video Wall.

STAFF RECOMMENDATION:

Staff recommends approval.

FINANCIAL IMPACT:

The PO is for $55,293.50 and will be pulled from the Capital Item-Video Wall.

Submitted By:
Jennifer Freeman

Meeting Date:
13/06/2023

Reviewed By:
Jessica O'Connor

ATTACHMENTS:
PO- Jasper Seating Company, Inc. -Furniture for Electric- BOC 6-13-23.pdf
Quote-Jasper Seating Company, Inc.-Furniture for Electric -BOC 6-13-23.pdf
AGENDA ITEM 20230613 BA Resolution Electric Furniture.pdf

Griffin
Growing, TOGETHER

City of Griffin, Georgia
100 S Hill Street
P O Box T
Griffin, Georgia 30224
(770) 229-6401

SH 6/1/23

DATE: 5/31/23

FY23 Purchase Order No. _____

Bid/Quote No. _____

Vendor No. _____

Per Georgia State Code 48.8, the City of Griffin is tax exempt from sales and use tax.

Vendor Name & Address
Jasper Seating Company, Inc
d.b.a Jasper Group
P.O.Box 231, 225 Clay St.
Jasper, IN 47547-0231
Attn: Mark Milam: mmilam@impactofficeinteriors.com
Ph: 800-457-4511 Fax: 812-771-4615

Freight is FOB Destination Deliveries are accepted between the hours of 8:00 a.m. and 4 p.m.

Submit APPROVED packing slips to Accounts Payable. Highlight PO# & account distribution. Note any changes or additional accounts.

*Terms: Net 30 unless otherwise specified on PO

Deliver to:
City of Griffin
Electric Department
1010 N Hill St
Griffin, GA 30223

ATTN: Jennifer Freeman
Phone: 770-229-6407 Fax: _____

- - ANY CHANGE ORDERS TO ANY PO OR WORK ORDERS MUST BE AUTHORIZED IN WRITING AND APPROVED. ALL INVOICES SUBMITTED FOR PAYMENT MUST REFERENCE A VALID PURCHASE ORDER NUMBER. - -

- VENDORS MUST HAVE A CURRENT REGISTRATION ON FILE PRIOR TO PO PROCESSING - **On File? Y/N** Y

Description	Account Number	Quantity	UOM	Unit Price	Extended Totals
Arwyn Sq End Table - Wood Legs 20x20x21	510 - 4670 - 53 - 1600 - 0000	1	EA	705.000	705.00
P/N AWV2020-21SQW	✓				
Flux 69" Dual Locker Rgt-Strg Cabinet 22x12x69	510 - 4670 - 53 - 1600 - 0000	4	EA	1,088.500	4,354.00
P/N FLT2212-69FLK-F2	✓				
Flux 22x18 Mod Sgl Door Strg Ped-Rht, Flush legs	510 - 4670 - 53 - 1600 - 0000	1	EA	837.000	837.00
P/N FLT2218-29LM7R	✓				
Flux 22X36 Mod Box/Lat File-Prim Hgt	510 - 4670 - 53 - 1600 - 0000	1	EA	996.500	996.50
P/N FLT2236-29LM6	✓				
Flux 22x54 Modular Credenza Top	510 - 4670 - 53 - 1600 - 0000	1	EA	218.500	218.50
P/N FLT2254MCT	✓				
Flux 69" Mod Top/Comm Back Sgl Depth Locker	510 - 4670 - 53 - 1600 - 0000	1	EA	612.000	612.00
P/N FLT2348-69LKMTB					
CAPITAL PROJECT #:		*enter debit/credit amounts in*			
(DISTRIBUTION & $$)		*the extended totals column*			

COMMENTS: Page 1 **Totals: $** **7,723.00**

State contract # 99999-SPD0000100-0048

FY23 Purchase Order

COG USE ONLY

PRICING METHOD:

	Verbal / Phone
X	Email/Mail/Fax
	Bid / RFP #

Copy emailed to Supplier ☐
Supplier Notified ☐

COG USE ONLY

VAB 6/15/23

Dept / Requestor / Date **Purchasing / Date**

Department Mgr / Date **Finance Director / Date**

City Manager / Date **BOARD / Date**

Griffin
Growing TOGETHER

City of Griffin, Georgia
100 S Hill Street
P O Box T
Griffin, Georgia 30224
(770) 229-6401

DATE: 5/31/23

FY23 Purchase Order No. _____

Bid/Quote No. _____

Vendor No. _____

Vendor Name & Address

Jasper Seating Company, Inc
d.b.a Jasper Group
P.O.Box 231, 225 Clay St.
Jasper, IN 47547-0231

Attn: Mark Milam: mmilam@impactofficeinteriors.com

Ph: 800-457-4511 Fax: 812-771-4615

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Deliver to:

City of Griffin
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1010 N Hill St
Griffin, GA 30223

ATTN: Jennifer Freeman

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- VENDORS MUST HAVE A CURRENT REGISTRATION ON FILE PRIOR TO PO PROCESSING - **On File? Y/N** Y

Description	Account Number	Quantity	UOM	Unit Price	Extended Totals
Native AV Credenza 24x72x36	510 - 4670 - 53 - 1600 - 0000	1	EA	4,038.500	4,038.50
P/N NAT2472-36AVCL	✓				
Native AV Credenza 24x72x36	510 - 4670 - 53 - 1600 - 0000	1	EA	4,038.500	4,038.50
P/N NAT2472-36AVCR	✓				
Ramona Guest Chair Upho St, Wood Slats	510 - 4670 - 53 - 1600 - 0000	8	EA	506.000	4,048.00
P/N RA2581C	✓				
Trail round sidetable-med-24x24x201/2	510 - 4670 - 53 - 1600 - 0000	2	EA	709.500	1,419.00
P/N TNT24-21RD	✓				
Vision Tackboard for frt storage OH Cab 88 1/8x2	510 - 4670 - 53 - 1600 - 0000	2	EA	267.500	535.00
P/N VSB9023TK	✓				
Vision FH TA Supports 9.75x19 5/8x 28 5/16	510 - 4670 - 53 - 1600 - 0000	1	EA	124.000	124.00
P/N VST1020TSP					
CAPITAL PROJECT #:		*enter debit/credit amounts in*			
(DISTRIBUTION & $$)		*the extended totals column*			

COMMENTS: Page 2 **Totals: $** **14,203.00**

State contract # 99999-SPD0000100-0048

FY23 Purchase Order

COG USE ONLY

PRICING METHOD:

	Verbal / Phone
X	Email/Mail/Fax
	Bid / RFP #

Copy emailed to Supplier ☐ Supplier Notified

COG USE ONLY

Dept / Requestor / Date **Purchasing / Date**

Department Mgr / Date **Finance Director / Date**

City Manager / Date **BOARD / Date**

Griffin
Growing TOGETHER

City of Griffin, Georgia
100 S Hill Street
P O Box T
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(770) 229-6401

DATE: 5/31/23

FY23 Purchase Order No. _____

Bid/Quote No. _____

Vendor No. _____

Vendor Name & Address

Jasper Seating Company, Inc
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P.O.Box 231, 225 Clay St.
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Attn: Mark Milam: mmilam@impactofficeinteriors.com

Ph: 800-457-4511 Fax: 812-771-4615

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- VENDORS MUST HAVE A CURRENT REGISTRATION ON FILE PRIOR TO PO PROCESSING - **On File? Y/N** Y

Description	Account Number	Quantity	UOM	Unit Price	Extended Totals
Vision Mobile Ped (box/File) W/ Cush 17x15 5/8x2	510 - 4670 - 53 - 1600 - 0000	4	EA	625.500	2,502.00
P/N VST1617-21BFMP	✓				
Vision 22 7/8x15 5/8x28 Mod File/File Ped	510 - 4670 - 53 - 1600 - 0000	1	EA	398.000	398.00
P/N VST1624MFF	✓				
Vision 23 5/8x15 5/8x28 wing end support, left	510 - 4670 - 53 - 1600 - 0000	2	EA	166.000	332.00
P/N VST1624WEAL	✓				
Vision 30x42 Bookcase OH	510 - 4670 - 53 - 1600 - 0000	2	EA	480.000	960.00
P/N VST1630BO	✓				
Vision 30x54 Dbl HgtBookcase OH	510 - 4670 - 53 - 1600 - 0000	3	EA	552.000	1,656.00
P/N VST1630DBO	✓				
Vision 60W Dble Ht Storage OH Cab W/ 4 doors	510 - 4670 - 53 - 1600 - 0000	1	EA	999.500	999.50
P/N VST1660DSO	✓				
CAPITAL PROJECT #:	6/2/2023	*enter debit/credit amounts in*			
(DISTRIBUTION & $$)		*the extended totals column*			

COMMENTS: Page 3 **Totals: $** **6,847.50**

State contract # 99999-SPD0000100-0048

FY23 Purchase Order

COG USE ONLY

PRICING METHOD:

	Verbal / Phone
X	Email/Mail/Fax
	Bid / RFP #

Copy emailed to Supplier ☐ Supplier Notified

COG USE ONLY

Dept / Requestor / Date **Purchasing / Date**

Department Mgr / Date **Finance Director / Date**

City Manager / Date **BOARD / Date**

Griffin
Growing TOGETHER

City of Griffin, Georgia
100 S Hill Street
P O Box T
Griffin, Georgia 30224
(770) 229-6401

DATE: 5/31/23

FY23 Purchase Order No. _____

Bid/Quote No. _____

Vendor No. _____

Vendor Name & Address

Jasper Seating Company, Inc
d.b.a Jasper Group
P.O.Box 231, 225 Clay St.
Jasper, IN 47547-0231

Attn: Mark Milam: mmilam@impactofficeinteriors.com

Ph: 800-457-4511 Fax: 812-771-4615

Freight is FOB Destination Deliveries are accepted between the hours of 8:00 a.m. and 4 p.m.

Submit APPROVED packing slips to Accounts Payable. Highlight PO# & account distribution. Note any changes or additional accounts.

*Terms: Net 30 unless otherwise specified on PO

Per Georgia State Code 48.8, the City of Griffin is tax exempt from sales and use tax.

Deliver to:

City of Griffin
Electric Department
1010 N Hill St
Griffin, GA 30223

ATTN: Jennifer Freeman

Phone: 770-229-6407 Fax: _____

- - ANY CHANGE ORDERS TO ANY PO OR WORK ORDERS MUST BE AUTHORIZED IN WRITING AND APPROVED. ALL INVOICES SUBMITTED FOR PAYMENT MUST REFERENCE A VALID PURCHASE ORDER NUMBER. - -

- VENDORS MUST HAVE A CURRENT REGISTRATION ON FILE PRIOR TO PO PROCESSING - **On File? Y/N** Y

Description	Account Number	Quantity	UOM	Unit Price	Extended Totals
Vision 90w Dbl Ht Storage OH Cab W/ 6 doors	510 - 4670 - 53 - 1600 - 0000	2	EA	1,256.000	2,512.00
P/N VST1690DSO					
Vision Mod File/File Ped 22.875x18x28 5/16	510 - 4670 - 53 - 1600 - 0000	1	EA	442.500	442.50
P/N VST1824MFF					
Vision Mod Wing End Support 23.625x18x28 5/16	510 - 4670 - 53 - 1600 - 0000	2	EA	186.000	372.00
P/N VST1824WEAL					
Vision Mod Wing End Support 23.625x18x28 5/16	510 - 4670 - 53 - 1600 - 0000	1	EA	186.000	186.00
P/N VST1824WEAR					
Vision 20x30x84 Box/Box/File Wardrobe Rgt	510 - 4670 - 53 - 1600 - 0000	1	EA	1,721.000	1,721.00
P/N VST2030-84WR					
Vision 20x72 Lat File Credenza	510 - 4670 - 53 - 1600 - 0000	1	EA	1,562.500	1,562.50
P/N VST2072LFC					
CAPITAL PROJECT #:	6.2.2023	*enter debit/credit amounts in*			
(DISTRIBUTION & $$)		*the extended totals column*			

COMMENTS: Page 4 **Totals: $** **6,796.00**

State contract # 99999-SPD0000100-0048

FY23 Purchase Order

COG USE ONLY

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X	Email/Mail/Fax
	Bid / RFP #

Copy emailed to Supplier ☐ Supplier Notified

COG USE ONLY

Dept / Requestor / Date **Purchasing / Date**

Department Mgr / Date **Finance Director / Date**

City Manager / Date **BOARD / Date**

Griffin
Growing TOGETHER

City of Griffin, Georgia
100 S Hill Street
P O Box T
Griffin, Georgia 30224
(770) 229-6401

DATE: 5/31/23

FY23 Purchase Order No. _____

Bid/Quote No. _____

Vendor No. _____

Vendor Name & Address

Jasper Seating Company, Inc
d.b.a Jasper Group
P.O.Box 231, 225 Clay St.
Jasper, IN 47547-0231

Attn: Mark Milam: mmilam@impactofficeinteriors.com

Ph: 800-457-4511 Fax: 812-771-4615

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Griffin, GA 30223

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- VENDORS MUST HAVE A CURRENT REGISTRATION ON FILE PRIOR TO PO PROCESSING - **On File? Y/N** Y

Description	Account Number	Quantity	UOM	Unit Price	Extended Totals
Vision 24x30x30 2-drawer Lat file	510 - 4670 - 53 - 1600 - 0000	1	EA	635.500	635.50
P/N VST2430-30LF					
Vision 24x30x72 Box/box/file wardrobe left	510 - 4670 - 53 - 1600 - 0000	1	EA	1,703.000	1,703.00
P/N VST2430-72WL					
Vision 24x30x84 box/box/file wardrobe rgt	510 - 4670 - 53 - 1600 - 0000	1	EA	1,804.000	1,804.00
P/N VST2430-84WR					
Vision 24x30x30 2-door credenza	510 - 4670 - 53 - 1600 - 0000	1	EA	604.500	604.50
P/N VST2430SC					
Vision Adj Casegood-bridge 24x48xadj	510 - 4670 - 53 - 1600 - 0000	1	EA	1,615.000	1,615.00
P/N VST2448AHB					
Vision 24x60 Mod Credenza Top	510 - 4670 - 53 - 1600 - 0000	1	EA	185.000	185.00
P/N VST2460MCT					
CAPITAL PROJECT #:		*enter debit/credit amounts in*			
(DISTRIBUTION & $$)		*the extended totals column*			

6-2-2023

COMMENTS: Page 5 **Totals: $** **6,547.00**

State contract # 99999-SPD0000100-0048

FY23 Purchase Order

COG USE ONLY ⬇ COG USE ONLY ⬇

PRICING METHOD:

	Verbal / Phone	**Dept / Requestor / Date**	**Purchasing / Date**
X	Email/Mail/Fax	**Department Mgr / Date**	**Finance Director / Date**
	Bid / RFP #		
Copy emailed to Supplier	Supplier Notified	**City Manager / Date**	**BOARD / Date**

Griffin
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City of Griffin, Georgia
100 S Hill Street
P O Box T
Griffin, Georgia 30224
(770) 229-6401

DATE: 5/31/23

FY23 Purchase Order No. _____

Bid/Quote No. _____

Vendor No. _____

Vendor Name & Address
Jasper Seating Company, Inc
d.b.a Jasper Group
P.O.Box 231, 225 Clay St.
Jasper, IN 47547-0231
Attn: Mark Milam: mmilam@impactofficeinteriors.com
Ph: 800-457-4511 Fax: 812-771-4615

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Deliver to:
City of Griffin
Electric Department
1010 N Hill St
Griffin, GA 30223

ATTN: Jennifer Freeman
Phone: 770-229-6407 Fax: _____

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- VENDORS MUST HAVE A CURRENT REGISTRATION ON FILE PRIOR TO PO PROCESSING - **On File? Y/N** Y

Description	Account Number	Quantity	UOM	Unit Price	Extended Totals
Vision Laminate Adj Ht Crn Table 2 pc top lft	510 - 4670 - 53 - 1600 - 0000	1	EA	1,513.500	1,513.50
P/N VST2472CT48AHL					
Vision 24x84 Mod Credenza Top	510 - 4670 - 53 - 1600 - 0000	1	EA	331.000	331.00
P/N VST2484MCT					
Vision 24x90 Credenza Top	510 - 4670 - 53 - 1600 - 0000	3	EA	330.000	990.00
P/N VST2490MCT					
Vision 22 7/8x29 7/8x28 Mod Lat File Ped	510 - 4670 - 53 - 1600 - 0000	2	EA	552.500	1,105.00
P/N VST3024MLF					
Vision 22 7/8x29 7/8x28 Mod Multi file Ped Left	510 - 4670 - 53 - 1600 - 0000	1	EA	603.500	603.50
P/N VST3024MLM					
Vision 22 7/8x29 7/8x28 Mod hinged Door Ped	510 - 4670 - 53 - 1600 - 0000	1	EA	421.000	421.00
P/N VST3024MSC					
CAPITAL PROJECT #:		*enter debit/credit amounts in*			
(DISTRIBUTION & $$)		*the extended totals column*			

6-2-2023

COMMENTS: Page 6 **Totals: $** **4,964.00**

State contract # 99999-SPD0000100-0048

FY23 Purchase Order

COG USE ONLY

PRICING METHOD:

	Verbal / Phone
X	Email/Mail/Fax
	Bid / RFP #

Copy emailed to Supplier ☐ Supplier Notified

COG USE ONLY

Dept / Requestor / Date **Purchasing / Date**

Department Mgr / Date **Finance Director / Date**

City Manager / Date **BOARD / Date**

Griffin
Growing TOGETHER

City of Griffin, Georgia
100 S Hill Street
P O Box T
Griffin, Georgia 30224
(770) 229-6401

DATE: 5/31/23

FY23 Purchase Order No. _____
Bid/Quote No. _____
Vendor No. _____

Vendor Name & Address
Jasper Seating Company, Inc
d.b.a Jasper Group
P.O.Box 231, 225 Clay St.
Jasper, IN 47547-0231
Attn: Mark Milam: mmilam@impactofficeinteriors.com
Ph: 800-457-4511 Fax: 812-771-4615

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City of Griffin
Electric Department
1010 N Hill St
Griffin, GA 30223

ATTN: Jennifer Freeman
Phone: 770-229-6407 Fax: _____

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- VENDORS MUST HAVE A CURRENT REGISTRATION ON FILE PRIOR TO PO PROCESSING - **On File? Y/N** Y

Description	Account Number	Quantity	UOM	Unit Price	Extended Totals
Vision Lam Mod Full Ht Back Panel for Mod Ped	510 - 4670 - 53 - 1600 - 0000	5	EA	83.500	417.50
P/N VST3028MPBK					
Vision 24x36 Mod Return/Bridge Top	510 - 4670 - 53 - 1600 - 0000	2	EA	161.500	323.00
P/N VST3624MCT					
on 36x84 Bow Front Sgl ped desk, lft w/ recessed	510 - 4670 - 53 - 1600 - 0000	1	EA	1,417.000	1,417.00
P/N VST3684LBDF					
sion 42x72 Cockpit Sgl ped desk, lft w/ recessed M	510 - 4670 - 53 - 1600 - 0000	3	EA	1,344.500	4,033.50
P/N VST4272CLDF					
Vision 24x48 Mod return/bridge top	510 - 4670 - 53 - 1600 - 0000	1	EA	180.000	180.00
P/N VST42824MCT					
Vision 24x48 Mod return/bridge top	510 - 4670 - 53 - 1600 - 0000	1	EA	204.500	204.50
P/N VST42824MCT					
CAPITAL PROJECT #:		*enter debit/credit amounts in*			
(DISTRIBUTION & $$)		*the extended totals column*			

6/2/2023

COMMENTS: Page 7 **Totals: $** **6,575.50**

State contract # 99999-SPD0000100-0048

FY23 Purchase Order

COG USE ONLY ⬇ COG USE ONLY ⬇

PRICING METHOD:

	Verbal / Phone	**Dept / Requestor / Date**	**Purchasing / Date**
X	Email/Mail/Fax	**Department Mgr / Date**	**Finance Director / Date**
	Bid / RFP #		
Copy emailed to Supplier		**City Manager / Date**	**BOARD / Date**
Supplier Notified			

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SH 6/1/23

City of Griffin, Georgia
100 S Hill Street
P O Box T
Griffin, Georgia 30224
(770) 229-6401

DATE: 5/31/23

FY23 Purchase Order No. _____

Bid/Quote No. _____

Vendor No. _____

Vendor Name & Address
Jasper Seating Company, Inc
d.b.a Jasper Group
P.O.Box 231, 225 Clay St.
Jasper, IN 47547-0231

Attn: Mark Milam: mmilam@impactofficeinteriors.com

Ph: 800-457-4511 Fax: 812-771-4615

Freight is FOB Destination Deliveries are accepted between the hours of 8:00 a.m. and 4 p.m.

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Deliver to:
City of Griffin
Electric Department
1010 N Hill St
Griffin, GA 30223

ATTN: Jennifer Freeman

Phone: 770-229-6407 Fax: _____

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- VENDORS MUST HAVE A CURRENT REGISTRATION ON FILE PRIOR TO PO PROCESSING - **On File? Y/N** Y

Description	Account Number	Quantity	UOM	Unit Price	Extended Totals
Vision 48x52 Corner Unit, Right, 48 Parallel Grain	510 - 4670 - 53 - 1600 - 0000	1	EA	1,062.000	1,062.00
P/N VST4852ERCU					
Vision 60x17-3/4 Mod Credenza Top	510 - 4670 - 53 - 1600 - 0000	1	EA	261.000	261.00
P/N ZVST2060MCT					
Vision 72x17-3/4 Mod Credenza Top	510 - 4670 - 53 - 1600 - 0000	1	EA	314.500	314.50
P/N ZVST2072MST					
				Total	1,637.50
CAPITAL PROJECT #:		*enter debit/credit amounts in*			
(DISTRIBUTION & $$)		*the extended totals column*			

COMMENTS: Page 8 **Totals: $** **55,293.50**

State contract # 99999-SPD0000100-0048

FY23 Purchase Order

COG USE ONLY ⬇ COG USE ONLY ⬇

PRICING METHOD:

	Verbal / Phone
X	Email/Mail/Fax
	Bid / RFP #

Dept / Requestor / Date

Purchasing / Date Deborah M Gilbert 6.5.2023

Department Mgr / Date

Finance Director / Date

Copy emailed to Supplier ☐ Supplier Notified

City Manager / Date

BOARD / Date

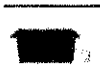
Vendor Information Sheet

Contract Information			
Statewide Contract Number	**99999-SPD0000100-0048**		
PeopleSoft Vendor Number	**0000010527**	**Location Code**	
Vendor Name & Address			
JASPER SEATING COMPANY, INC. d/b/a Jasper Group **P.O. Box 231, 225 Clay Street, Jasper, Indiana 47547-0231**			
AWARDED CATEGORY: C1 CASE GOODS RTA LAMINATE, C3 CASE GOODS RTA WOOD, C4 CASE GOODS RTU LAMINATE, C6 CASE GOODS RTU WOOD, C9 MODULAR CAFETERIA TABLES, C16 MODULAR DORMITORY FURNITURE, C24, MODULAR ACCESSORIES, C25 SEATING ARMLESS, BENCHES, EXECUTIVE CHAIRS, GUEST, HIGH BACK, LOUNGE, SIDE CHAIRS, STACKABLE CHAIRS			
Contract Administrator: Kathy R. Vonderheide			
Jasper Group, P.O. Box 231, 225 Clay Street, Jasper, Indiana 47547-0231 **P: 800-457-4511, F: 812-771-4615, E: kvonderheide@jaspergroup.us.com**			
Contact Details			
Ordering Information	Orders may be placed via Team Georgia Marketplace		
Remitting Information	**Jasper Group** **Accounts Receivable** **P.O. Box 231, Jasper, Indiana 475470231**		
Delivery Days	**30-60 days ARO**		
Discounts			
Payment Terms	Net 30 Days		
Bid Offer includes	State and Local Government		
Acceptable payment method	Vendor will accept Purchase Orders and Purchasing Cards under this contract as permitted by current policies governing the Purchasing Card program.		

City of Griffin Electric - Operations Build Out Furniture

	Line #	Qty	Part Number	Part Description	Sell Price	Extended
JSI						
	1	1	AWV2020-21SQW	Arwyn Square End Table - Wood Legs - 20d x 20w x 21h	$705.00	$705.00
	2	4	FLT2212-69FLK-F	Flux 69"h Dual Locker Right- Storage Cabinet- 22d x 12w x 69h	$1,088.50	$4,354.00
	3	1	FLT2218-29LM7R	Flux 22d x 18w Mod Single Door Storage Ped-Right, Flush Legs	$837.00	$837.00
	4	1	FLT2236-29LM6	Flux 22d x 36w Modular Box/Lateral File-Primary Height	$996.50	$996.50
	5	1	FLT2254MCT	Flux 22d x 54w Modular Credenza Top	$218.50	$218.50
	6	1	FLT2348-69LKMTI	Flux 69"h Modular Top & Common Back - Single Depth Locker- 22.75d x 48.125w x 69h	$612.00	$612.00
	7	1	NAT2472-36AVCL	Native AV Credenza- 24d x 72w x 36h	$4,038.50	$4,038.50
	8	1	NAT2472-36AVCR	Native AV Credenza- 24d x 72w x 36h	$4,038.50	$4,038.50
	9	8	RA2581C	Ramona Guest Chair, Upholstered Seat, Wood Back Slats	$506.00	$4,048.00
	10	2	TNT24-21RD	Trail Round SideTable-Medium- 24d x 24w x 20 1/2h	$709.50	$1,419.00
	11	2	VSB9023TK	Vision Tackboard for Front of Storage Overhead Cabinet, 88 1/8w x 23h	$267.50	$535.00
	12	1	VST1020TSP	Vision Full Height TÃ Supports-9.75d x 19 5/8w x 28 5/16h	$124.00	$124.00
	13	4	VST1617-21BFMPI	Vision Mobile Pedestal (Box/File) With Cushion-17d x 15 5/8w x 23h	$625.50	$2,502.00
	14	1	VST1624MFF	Vision 22 7/8d x 15 5/8w x 28h Modular File/File Pedestal	$398.00	$398.00

City of Griffin Electric - Operations Build Out Furniture

	Line #	Qty	Part Number	Part Description	Sell Price	Extended
	15	2	VST1624WEAL	Vision 23 5/8d x 15 5/8w x 28h Wing End Support, Left	$166.00	$332.00
	16	2	VST1630BO	Vision 30w x 42h Bookcase Overhead	$480.00	$960.00
	17	3	VST1630DBO	Vision 30w x 54h Double Height Bookcase Overhead	$552.00	$1,656.00
	18	1	VST1660DSO	Vision 60w Dbl Ht Storage Overhead Cabinet w/Four Doors	$999.50	$999.50
	19	2	VST1690DSO	Vision 90w Dbl Ht Storage Overhead Cabinet w/Six Doors	$1,256.00	$2,512.00
	20	1	VST1824MFF	Vision Modular File/File Pedestal-22.875d x 18w x 28 5/16h	$442.50	$442.50
	21	2	VST1824WEAL	Vision Modular Wing End Support-23.625d x 18w x 28 5/16h	$186.00	$372.00
	22	1	VST1824WEAR	Vision Modular Wing End Support-23.625d x 18w x 28 5/16h	$186.00	$186.00
	23	1	VST2030-84WR	Vision 20d x 30w x 84h Box/Box/File Storage Wardrobe - Right	$1,721.00	$1,721.00
	24	1	VST2072LFC	Vision 20 x 72 Lateral File Credenza	$1,562.50	$1,562.50
	25	1	VST2430-30LF	Vision 24d x 30w x 30h 2-Drawer Lateral File	$635.50	$635.50
	26	1	VST2430-72WL	Vision 24d x 30w x 72h Box/Box/File Storage Wardrobe - Left	$1,703.00	$1,703.00
	27	1	VST2430-84WR	Vision 24d x 30w x 84h Box/Box/File Storage Wardrobe - Right	$1,804.00	$1,804.00
	28	1	VST2430SC	Vision 24d x 30w x 30h Two Door Credenza	$604.50	$604.50
	29	1	VST2448AHB	Vision Adjustable Casegood - Bridge-24d x 48w x Adj.h	$1,615.00	$1,615.00

City of Griffin Electric - Operations Build Out Furniture

	Line #	Qty	Part Number	Part Description	Sell Price	Extended
	30	1	VST2460MCT	Vision 24 x 60 Modular Credenza Top	$185.00	$185.00
	31	1	VST2472CT48AHL	Vision Laminate Adj Height Corner Table - 90Â° Two Piece Top - Extended Range, Left Handed	$1,513.50	$1,513.50
	32	1	VST2484MCT	Vision 24 x 84 Modular Credenza Top	$331.00	$331.00
	33	3	VST2490MCT	Vision 24 x 90 Modular Credenza Top	$330.00	$990.00
	34	2	VST3024MLF	Vision 22 7/8d x 29 7/8w x 28h Modular Lateral File Pedestal	$552.50	$1,105.00
	35	1	VST3024MLM	Vision 22 7/8d x 29 7/8w x 28h Modular Multi-File Pedestal, Left	$603.50	$603.50
	36	1	VST3024MSC	Vision 22 7/8d x 29 7/8w x 28h Modular Hinged Door Pedestal	$421.00	$421.00
	37	5	VST3028MPBK	Vision Laminate Modular Full Height Back Panel for Mod Pedestal - 3/4d x 29 7/8w x 28h	$83.50	$417.50
	38	2	VST3624MCT	Vision 24 x 36 Modular Return/Bridge Top	$161.50	$323.00
	39	1	VST3684LBDF	Vision 36 x 84 Bow Front Single Ped Desk, Left w/Recessed Modesty	$1,417.00	$1,417.00
	40	3	VST4272CLDF	Vision 42 x 72 Cockpit Single Ped Desk, Left w/Recessed Modesty	$1,344.50	$4,033.50
	41	1	VST4824MCT	Vision 24 x 48 Modular Return/Bridge Top	$180.00	$180.00
	42	1	VST4824MCT	Vision 24 x 48 Modular Return/Bridge Top	$204.50	$204.50
	43	1	VST4852ERCU	Vision 48 x 52 Corner Unit, Right, 48 Parallel Grain	$1,062.00	$1,062.00
	44	1	ZVST2060MCT	Vision 60"w x 17-3/4"d Modular Credenza Top	$261.00	$261.00

City of Griffin Electric - Operations Build Out Furniture

Line #	Qty	Part Number	Part Description	Sell Price	Extended
45	1	ZVST2072MST	Vision 72"w x 17-3/4"d Modular Credenza Top	$314.50	$314.50

Total Sell: $55,293.50

NOTE: The above quote is State of Georgia Contract to include delivery & installation by Impact Office Interiors. Please make the purchase order to the manufacturer but send to Impact to be processed. DO NOT SEND ORDERS DIRECTLY TO THE MANUFACTURER!!!

RESOLUTION

A RESOLUTION TO AMEND THE FISCAL YEAR 2023 BUDGET IN THE AMOUNT OF $55,293.50.

WHEREAS, the Board of City Commissioners is charged with the preparation of an annual budget for the City of Griffin; and

WHEREAS, on June 14, 2022, the Board of City Commissioners adopted the Fiscal Year 2023 Budget; and

WHEREAS, on November 22, 2022, the Board of City Commissioners adopted the Fiscal Year 2022-2023 Budget Rollovers; and

WHEREAS, the Board of City Commissioners approve amending the City of Griffin's Electric Fund Electric Facilities Division Fiscal Year 2022-2023 Operating and Capital Budget by reallocating $55,293.50 to Tools & Small Equipment Expense, for Fiscal Year 2023, for the purpose set forth below; and

BE IT RESOLVED by the Board of City Commissioners this 13th day of June, 2023, that the Fiscal Year 2023 Budget be, and is hereby, amended in the amount of $55,293.50 as follows:

Electric Fund- Electric Facilities

INCREASE EXPENSE		
510-4670-53-1600-0000	Tools & Small Equipment	55,293.50
DECREASE EXPENSE		
510-4670-54-2500-0000	Other Equipment	(55,293.50)
510-4670-54-9999-0000	Capital Outlay Distributed	55,293.50

_____

Douglas Hollberg, Mayor

_____

Jessica O'Connor, Secretary

AGENDA ITEM SUMMARY

ITEM SUMMARY:

Consider contract with Four Seasons Cable Construction, sole respondent, to repair fiber optic cables damaged during the tornado event on January 12th, 2023 and for work to be conducted on an as-needed, on-call basis in order to supplement the City's labor force during storms, natural disasters, or other high workload situations for which regular staff and mutual aid resources have been exhausted. *Chief Technology Officer, Gibb Cotton will address.*

SPECIAL CONSIDERATIONS OR CONCERNS:

The City of Griffin issued RFP 23-2021 for Telecommunications repair, to repair damage to Griffin's fiber optic system from the tornadoes on January 12th, 2023 and to provide ongoing maintenance services on an as-needed, on-call basis. Four Seasons Cable Construction submitted the only bid. If approved, Griffin will begin non-emergency repairs on the fiber optic system. Griffin will also have a valid latent contract for emergency restoration and repairs for future events with pre-defined hourly rates for underground, splice and aerial work crews.

STAFF RECOMMENDATION:

Staff recommends approval.

FINANCIAL IMPACT:

The non-emergency storm damage repairs will be $72,644.70, which will be eligible for FEMA reimbursement. Future supplemental emergency work will be billed at the rate as defined in the "COG 23-021 Emergency-Maintenance hourly" pricing sheet that is attached.

Submitted By:
Gibb Cotton

Meeting Date:
13/06/2023

Reviewed By:
Jessica O'Connor

ATTACHMENTS:
COG 23-021 Emergency-Maintenance hourly.pdf
COG 23-021 Storm Damage001.pdf
Telecom repair RFP.pdf
FSC Contract with AJW signature.pdf

Four Seasons Cable Construction
3345 Williamson Road
Williamson, Georgia 30292

Phone (770) 229-5450

May 25, 2023

PROPOSAL TO

City Of Griffin
IT DEPARTMENT
100 South Hill Street
Griffin, Georgia 30224

JOB Emergency / Maintenance - City of Griffin Fiber System

Description

Labor Aerial & Equipment
See attached Hourly Aerial & Equipment price sheet
Hourly rate includes up to 1 T-40 - 1 F550
Emergency response job site arrival time - 30 minutes up to 6 hours
Invoicing starts from 1st notification and ends when vehicle/equipment returns to garage location
Invoicing to include work locations and description of work performed

Labor Underground & Equipment
See attached Hourly Underground & Equipment price sheet
Hourly rate includes up to 1 Excavator - 1 F550
Emergency response job site arrival time - 30 minutes up to 6 hours
Invoicing starts from 1st notification and ends when vehicle/equipment returns to garage location
Invoicing to include work locations and description of work performed
All boring will be charged at contracting price

Labor Splicing & Equipment
See attached Hourly Splicing & Equipment price sheet
Hourly rate includes up to 1 F250 - 1 Splice Trailer - Fusion Splicer
Emergency response job site arrival time - 30 minutes up to 6 hours
Invoicing starts from 1st notification and ends when vehicle/equipment returns to garage location
Invoicing to include work locations and description of work performed

Labor Additional
See attached Hourly Additional
Hourly rate includes up to 1 F550
Emergency response job site arrival time - 30 minutes up to 6 hours
Invoicing starts from 1st notification and ends when vehicle/equipment returns to garage location
Invoicing to include work locations and description of work performed

Material
Invoicing above will include an additional charge and material description

Four Seasons Cable Construction
3345 Williamson Road
Williamson, GA 30292

Date	5/25/2023
	Unit Pricing

Bill To:
City Of Griffin
IT Department
100 South Hill Street
Griffin, Georgia 30224

Site Loc.	City of Griffin Fiber System
Job #	

Job Code	Quantity	Hourly Aerial & Equipment	Rate	Amount
	1.00000	8 Hours	$ 2,500.00	$ 2,500.00
	0.96785	7 3/4 Hours	$ 2,500.00	$ 2,419.63
	0.93750	7 1/2 Hours	$ 2,500.00	$ 2,343.75
	0.90625	7 1/4 Hours	$ 2,500.00	$ 2,265.63
	0.87500	7 Hours	$ 2,500.00	$ 2,187.50
	0.84375	6 3/4 Hours	$ 2,500.00	$ 2,109.38
	0.81250	6 1/2 Hours	$ 2,500.00	$ 2,031.25
	0.78125	6 1/4 Hours	$ 2,500.00	$ 1,953.13
	0.75000	6 Hours	$ 2,500.00	$ 1,875.00
	0.71875	5 3/4 Hours	$ 2,500.00	$ 1,796.88
	0.68750	5 1/2 Hours	$ 2,500.00	$ 1,718.75
	0.65625	5 1/4 Hours	$ 2,500.00	$ 1,640.63
	0.62500	5 Hours	$ 2,500.00	$ 1,562.50
	0.59375	4 3/4 Hours	$ 2,500.00	$ 1,484.38
	0.56250	4 1/2 Hours	$ 2,500.00	$ 1,406.25
	0.53125	4 1/4 Hours	$ 2,500.00	$ 1,328.13
	0.50000	4 Hours	$ 2,500.00	$ 1,250.00
	0.46875	3 3/4 Hours	$ 2,500.00	$ 1,171.88
	0.43750	3 1/2 Hours	$ 2,500.00	$ 1,093.75
	0.40625	3 1/4 Hours	$ 2,500.00	$ 1,015.63
	0.37500	3 Hours	$ 2,500.00	$ 937.50
	0.34375	2 3/4 Hours	$ 2,500.00	$ 859.38
	0.31250	2 1/2 Hours	$ 2,500.00	$ 781.25
	0.28125	2 1/4 Hours	$ 2,500.00	$ 703.13
	0.25000	2 Hours	$ 2,500.00	$ 625.00
	0.21875	1 3/4 Hours	$ 2,500.00	$ 546.88
	0.18750	1 1/2 Hours	$ 2,500.00	$ 468.75
	0.15625	1 1/4 Hours	$ 2,500.00	$ 390.63
	0.12500	1 Hours	$ 2,500.00	$ 312.50
	0.09375	3/4 Hours	$ 2,500.00	$ 234.38
	0.06250	1/2 Hours	$ 2,500.00	$ 156.25
	0.03125	1/4 Hours	$ 2,500.00	$ 78.13

Four Seasons Cable Construction
3345 Williamson Road
Williamson, GA 30292

Date	5/25/2023
	Unit Pricing

Bill To:
City Of Griffin
IT Department
100 South Hill Street
Griffin, Georgia 30224

Site Loc.	City of Griffin Fiber System
Job #	

Job Code	Quantity	Hourly Underground & Equipment	Rate	Amount
	1.00000	8 Hours	$ 2,800.00	$ 2,800.00
	0.96785	7 3/4 Hours	$ 2,800.00	$ 2,709.98
	0.93750	7 1/2 Hours	$ 2,800.00	$ 2,625.00
	0.90625	7 1/4 Hours	$ 2,800.00	$ 2,537.50
	0.87500	7 Hours	$ 2,800.00	$ 2,450.00
	0.84375	6 3/4 Hours	$ 2,800.00	$ 2,362.50
	0.81250	6 1/2 Hours	$ 2,800.00	$ 2,275.00
	0.78125	6 1/4 Hours	$ 2,800.00	$ 2,187.50
	0.75000	6 Hours	$ 2,800.00	$ 2,100.00
	0.71875	5 3/4 Hours	$ 2,800.00	$ 2,012.50
	0.68750	5 1/2 Hours	$ 2,800.00	$ 1,925.00
	0.65625	5 1/4 Hours	$ 2,800.00	$ 1,837.50
	0.62500	5 Hours	$ 2,800.00	$ 1,750.00
	0.59375	4 3/4 Hours	$ 2,800.00	$ 1,662.50
	0.56250	4 1/2 Hours	$ 2,800.00	$ 1,575.00
	0.53125	4 1/4 Hours	$ 2,800.00	$ 1,487.50
	0.50000	4 Hours	$ 2,800.00	$ 1,400.00
	0.46875	3 3/4 Hours	$ 2,800.00	$ 1,312.50
	0.43750	3 1/2 Hours	$ 2,800.00	$ 1,225.00
	0.40625	3 1/4 Hours	$ 2,800.00	$ 1,137.50
	0.37500	3 Hours	$ 2,800.00	$ 1,050.00
	0.34375	2 3/4 Hours	$ 2,800.00	$ 962.50
	0.31250	2 1/2 Hours	$ 2,800.00	$ 875.00
	0.28125	2 1/4 Hours	$ 2,800.00	$ 787.50
	0.25000	2 Hours	$ 2,800.00	$ 700.00
	0.21875	1 3/4 Hours	$ 2,800.00	$ 612.50
	0.18750	1 1/2 Hours	$ 2,800.00	$ 525.00
	0.15625	1 1/4 Hours	$ 2,800.00	$ 437.50
	0.12500	1 Hours	$ 2,800.00	$ 350.00
	0.09375	3/4 Hours	$ 2,800.00	$ 262.50
	0.06250	1/2 Hours	$ 2,800.00	$ 175.00
	0.03125	1/4 Hours	$ 2,800.00	$ 87.50

Four Seasons Cable Construction
3345 Williamson Road
Williamson, GA 30292

Date	5/25/2023
	Unit Pricing

Bill To:
City Of Griffin
IT Department
100 South Hill Street
Griffin, Georgia 30224

Site Loc.	City of Griffin Fiber System
Job #	

Job Code	Quantity	Hourly Splicing & Equipment	Rate	Amount
	1.00000	8 Hours	$ 2,000.00	$ 2,000.00
	0.96785	7 3/4 Hours	$ 2,000.00	$ 1,935.70
	0.93750	7 1/2 Hours	$ 2,000.00	$ 1,875.00
	0.90625	7 1/4 Hours	$ 2,000.00	$ 1,812.50
	0.87500	7 Hours	$ 2,000.00	$ 1,750.00
	0.84375	6 3/4 Hours	$ 2,000.00	$ 1,687.50
	0.81250	6 1/2 Hours	$ 2,000.00	$ 1,625.00
	0.78125	6 1/4 Hours	$ 2,000.00	$ 1,562.50
	0.75000	6 Hours	$ 2,000.00	$ 1,500.00
	0.71875	5 3/4 Hours	$ 2,000.00	$ 1,437.50
	0.68750	5 1/2 Hours	$ 2,000.00	$ 1,375.00
	0.65625	5 1/4 Hours	$ 2,000.00	$ 1,312.50
	0.62500	5 Hours	$ 2,000.00	$ 1,250.00
	0.59375	4 3/4 Hours	$ 2,000.00	$ 1,187.50
	0.56250	4 1/2 Hours	$ 2,000.00	$ 1,125.00
	0.53125	4 1/4 Hours	$ 2,000.00	$ 1,062.50
	0.50000	4 Hours	$ 2,000.00	$ 1,000.00
	0.46875	3 3/4 Hours	$ 2,000.00	$ 937.50
	0.43750	3 1/2 Hours	$ 2,000.00	$ 875.00
	0.40625	3 1/4 Hours	$ 2,000.00	$ 812.50
	0.37500	3 Hours	$ 2,000.00	$ 750.00
	0.34375	2 3/4 Hours	$ 2,000.00	$ 687.50
	0.31250	2 1/2 Hours	$ 2,000.00	$ 625.00
	0.28125	2 1/4 Hours	$ 2,000.00	$ 562.50
	0.25000	2 Hours	$ 2,000.00	$ 500.00
	0.21875	1 3/4 Hours	$ 2,000.00	$ 437.50
	0.18750	1 1/2 Hours	$ 2,000.00	$ 375.00
	0.15625	1 1/4 Hours	$ 2,000.00	$ 312.50
	0.12500	1 Hours	$ 2,000.00	$ 250.00
	0.09375	3/4 Hours	$ 2,000.00	$ 187.50
	0.06250	1/2 Hours	$ 2,000.00	$ 125.00
	0.03125	1/4 Hours	$ 2,000.00	$ 62.50

Four Seasons Cable Construction
3345 Williamson Road
Williamson, GA 30292

Date	5/25/2023
	Unit Pricing

Bill To:
City Of Griffin
IT Department
100 South Hill Street
Griffin, Georgia 30224

Site Loc.	City of Griffin Fiber System
Job #	

Job Code	Quantity	Hourly Additional	Rate	Amount
	1.00000	8 Hours	$ 800.00	$ 800.00
	0.96785	7 3/4 Hours	$ 800.00	$ 774.28
	0.93750	7 1/2 Hours	$ 800.00	$ 750.00
	0.90625	7 1/4 Hours	$ 800.00	$ 725.00
	0.87500	7 Hours	$ 800.00	$ 700.00
	0.84375	6 3/4 Hours	$ 800.00	$ 675.00
	0.81250	6 1/2 Hours	$ 800.00	$ 650.00
	0.78125	6 1/4 Hours	$ 800.00	$ 625.00
	0.75000	6 Hours	$ 800.00	$ 600.00
	0.71875	5 3/4 Hours	$ 800.00	$ 575.00
	0.68750	5 1/2 Hours	$ 800.00	$ 550.00
	0.65625	5 1/4 Hours	$ 800.00	$ 525.00
	0.62500	5 Hours	$ 800.00	$ 500.00
	0.59375	4 3/4 Hours	$ 800.00	$ 475.00
	0.56250	4 1/2 Hours	$ 800.00	$ 450.00
	0.53125	4 1/4 Hours	$ 800.00	$ 425.00
	0.50000	4 Hours	$ 800.00	$ 400.00
	0.46875	3 3/4 Hours	$ 800.00	$ 375.00
	0.43750	3 1/2 Hours	$ 800.00	$ 350.00
	0.40625	3 1/4 Hours	$ 800.00	$ 325.00
	0.37500	3 Hours	$ 800.00	$ 300.00
	0.34375	2 3/4 Hours	$ 800.00	$ 275.00
	0.31250	2 1/2 Hours	$ 800.00	$ 250.00
	0.28125	2 1/4 Hours	$ 800.00	$ 225.00
	0.25000	2 Hours	$ 800.00	$ 200.00
	0.21875	1 3/4 Hours	$ 800.00	$ 175.00
	0.18750	1 1/2 Hours	$ 800.00	$ 150.00
	0.15625	1 1/4 Hours	$ 800.00	$ 125.00
	0.12500	1 Hours	$ 800.00	$ 100.00
	0.09375	3/4 Hours	$ 800.00	$ 75.00
	0.06250	1/2 Hours	$ 800.00	$ 50.00
	0.03125	1/4 Hours	$ 800.00	$ 25.00

Four Seasons Cable Construction
3345 Williamson Road
Williamson, Georgia 30292
Phone: (770) 229-5450 Cell: (770) 757-4677

City of Griffin
Storm Damage

Restoration Pricing - Input Pricing in Gray Column For Each Unit

Unit	Total	Pricing Each	Total Price
Dlash/Relash Per Ft.	2886	$2.20	$6,349.20
WC-1	11	$150.00	$1,650.00
WC-2	0		$0.00
W-HACO	2	$250.00	$500.00
HACO	2	$250.00	$500.00
HO-1	912	$32.00	$29,184.00
PE1-3G	7	$125.00	$875.00
PF1-5A	2	$210.00	$420.00
PM11	7	$22.00	$154.00
PM2A	16	$22.00	$352.00
PE2-3G	1	$300.00	$300.00
CO(48)(10M)	2050	$2.75	$5,637.50
BM80	6	$200.00	$1,200.00
ADSS (144)	600	$1.67	$1,002.00
PMSS	3	$300.00	$900.00
Rehang ADSS Fiber	100	$2.50	$250.00
Relash Fiber	310	$2.10	$651.00
Rehang Closure	3	$370.00	$1,110.00
Rehang SEO Drop	3	$70.00	$210.00
Resag Fiber Span	190	$60.00	$11,400.00
Wreck Out & Disposal Up To	10000	$1.00	$10,000.00
Total			$72,644.70

CITY OF GRIFFIN, GEORGIA

REQUEST FOR PROPOSAL

RFP #23-021

FOR

City of Griffin Telecommunications Repair RFP

For all questions about this RFP contact:

Sherri Huggins, Purchasing Coordinator
shuggins@cityofgriffin.com

Deadline:
May 23, 2023 at 2:00 P.M.

IMPORTANT
SUBMITTAL REQUIREMENT

Submittals must be properly labeled to ensure they are not inadvertently opened before the designated time. Affix the label below to the outside of the sealed submittal envelope or delivery package.

If the label below is not used (i.e. in case of some delivery services), it is the supplier's responsibility to ensure that the information is on the OUTSIDE of the delivery package. Submissions that do not comply may be rejected.

Submittals must also include the required number of copies specified in section 1.2.

Please make sure either the label below or the information on the label appears on the **OUTSIDE of the delivery package** and is clearly visible. There may be multiple solicitations open at any given time and if the sender organization and request for proposal number are not discernable, your response may not be recorded as properly received.

RESPONSE SUBMITTAL

DELIVER TO:
CITY OF GRIFFIN
PROCUREMENT – 3RD FLOOR
100 S HILL STREET
PO BOX T
GRIFFIN, GA 30224

RFP/PROPOSAL #: **23-021**

RFP/PROPOSAL NAME: **City of Griffin Telecommunications Repair RFP**

DUE ON OR BEFORE: **May 23, 2023**

COMPANY NAME: _____

COMPANY ADDRESS: _____

CONTACT NAME: _____

CONTACT PHONE & EMAIL: _____

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CITY OF GRIFFIN, GEORGIA
REQUEST FOR PROPOSAL
23-021
City of Griffin Telecommunications Repair RFP

1. SECTION I – REQUEST FOR PROPOSAL INFORMATION

Information in this section is proposal-specific. Any conflicting information stipulated in this section shall supersede the General Terms & Conditions noted in Sections II - VII.

1.1. PURPOSE

The City of Griffin is seeking soliciting proposals from qualified vendors for repair to their fiber network caused by recent storms that occurred in January of 2023 as well as on-going maintenance and repair work. This work consists primarily of splicing, de-lash & re-lashing existing fiber, rehanging ADSS fiber and splice closures, some minor strand & fiber replacement, and attaching fiber to new poles which is currently laying in J-hooks.

The City will supply major materials needed for work (see attachment for current materials in Griffin stock). Contractor will be expected to supply miscellaneous materials such as pole framing and bonding hardware (for strand & ADSS), splicing materials, lashing wire, etc. The attached KMZ gives estimated number and location of cleanup areas. Once inspected from the air, additional work may be required. This work will need to be approved by the city before proceeding.

1.2. SCHEDULE & SUMMARY

This Request for Proposal will be governed by the following schedule and criteria:

	DATES
Release of Request	Friday, April 21, 2023
Pre-Bid Meeting*	No
Questions due	Thursday, May 11, 2023 by 12:00PM
Bids due	Tuesday, May 23, 2023 by 2:00 PM
Copies of Bid Response Required	Four, in addition to one original
Public opening	Yes, Tuesday, May 23, 2023 at 2:01 PM
Bonds required	Yes, Performance/Payment Bonds ONLY are required prior to contract *(item 3.8)*
Project Manager	Chris Sprayberry
Purchasing Coordinator	Sherri Huggins

* The purpose of this meeting will be to provide those interested with an oral presentation of the City's requirements and to allow for the presentation of questions. Although attendance at the pre-bid meeting is not mandatory, it is considered as part of the evaluation criteria and attendance or non-attendance will receive either bonus points or demerits applied to the evaluation scores. All interested parties are 'strongly' urged to attend. No other meeting is planned.

1.3 SCOPE OF WORK

SCOPE OF WORK REQUIREMENTS:

1. Discuss with the Telecommunications Manager on an overview of daily work tasks.
2. Set-up proper traffic control.
3. Complete and sign tailboards daily.
4. Complete all paper work within the Telecommunication Department's SOP.
5. Communicate with the Telecommunications Manager on location and work to be completed.
6. Communicate with any/all customers in conflict of work location.
7. Install new fiber, anchors, and hardware using the Telecommunication Department's specifications.
8. All work will be communicated through the correct channels for proper and safe work practices.
9. Proper PPE is mandatory at all times.
10. Vendor must complete tasks within a safe, timely manner.
11. Vendor must possess all necessary equipment such as; but not limited to, fusion splicers, splice trailers, aerial lifts, digger derricks, excavators, pole trailers, traffic control signs, barricades and cones.
12. Vendor must abide by all OSHA rules and regulations as well as the Telecommunications Department policy and procedures.
13. During emergency work; Vendor must abide by same requirements as Telecommunications Department mutual aid partners in the event of a natural disaster.
14. In the event of a Natural Disaster or Emergency Assistance, vendor agrees to invoice for labor and equipment within the description below for manpower and equipment.
15. The City of Griffin will reimburse the Vendor for use of equipment and apparatus at a mutually agreed upon rate, not to significantly exceed prevailing rental rates.
16. Vendor must be willing to respond within a 12-hour notice in the event of a natural disaster.

REQUIREMENTS FOR DAMAGE TO THE TELECOMMUNICATIONS NETWORK FROM THE JANUARY 2023 STORMS

Complete and return the "Griffin FEMA Storm damage template.xlsx" by entering rates in the "pricing each" column on the spreadsheet. The "Griffin FEMA Storm damage template.xlsx" contains all known damages caused by the January 2023 storms. The attached "Griffin FEMA Restoration.KMZ" identifies all know locations for those damages.

ON-GOING REPAIR AND MAINTEANCE REQUIREMENTS:

Complete and return attached "Master Pricing Template.xlsx" spreadsheet by entering labor rates in the "labor" column for all work units.

Submit a pricing schedule for hourly crew work rates for: splices crews, underground crews and aerial crews.

It is anticipated that the Agreement between the City of Griffin, GA and the Successful Bidder will contain the above-mentioned scope of work. The full scope of services will be defined within the contract executed with the City of Griffin, GA.

1.4 PACKAGING/SUBMISSION REQUIREMENTS

The following information and/or documents MUST be included with the supplier's response and in the order listed below:

a. ___ Information/Cover Page (*supplied*)
b. ___ RFP Response Disclosures & Acknowledgement sheet (*supplied*). **Note: Non-Collusion and Conflict of Interest Disclosures section must be notarized**
c. ___ Contractor Specific Information & Documentation
    1) *Qualifications:* Provide information on the firm's qualifications and prior experience that relates to this RFP;
    2) *Project Approach:* Describe the Firm's approach with regard to these services;
    3) *Similar Project:* Submit a list of contracts beginning and completion dates of at least two (2) disaster recovery projects of similar size and debris yield/estimate;
    4) *Work-in-Progress:* Submit a list of current work-in-progress with contract amounts and a list of work currently awarded by not yet started;
    5) *Quality Control*: Submit information describing your firm's quality control program;
    6) *Job Site Security*: Describe how your company will provide job site security;
    7) *Sample Contract:* Submit a sample contract for the performance of the work outlined in this RFP; and
    8) *Other:* Include any other pertinent information that may be used by the City to evaluate the Firm's proposal.
d. ___ Master Pricing Template Pricing Sheet (supplied)
e. ___ Griffin FEMA Storm damage template Pricing Sheet (supplied)
f. ___ Sheet for hourly crew work rates for: splicing, underground and aerial
g. ___ References Sheet (*supplied*)
h. ___ Tax Compliance form (*supplied*)
i. ___ Company Registration paperwork – **to be done online***
j. ___ Contractor Affidavit – **an additional copy (showing as notarized) of the Contractor (EV) affidavit must be included with response**
k. ___ Subcontractor Affidavit (if applicable)
l. ___ Sub-subcontractor Affidavit (if applicable)

* If a complete and compliant *(both required documents uploaded)* registration has been submitted online, you may include a statement that you have a completed registration on file. Instructions and forms for registration may be found on the City's website under Resources.

A checklist for your convenience has been provided at the end of this document. This checklist is for your convenience only and should not be returned with the submittal.

1.5 EVALUATION CRITERIA

The City reserves the right to offer an award based on any combination of factors it determines to be in the best interests of the City and the City Residents. Price will be a factor, but it will not be the sole determining factor in awarding the bid. The City may award the proposal to the Firm demonstrating the most complete response and demonstrating full compliance with the specifications in accordance with procurement requirements set forth by the State of Georgia and the Federal Government.

The basis of selection will be the lowest responsive and responsible bid, as determined based on the Evaluation Committee's

evaluation of the Proposals, including but not limited to the following evaluation criteria:

- Past performance on similar projects in terms of quality of work, cost control, and compliance with performance schedules. This must be documented by references and other means within the bid response – 30%
- Firm qualifications and experience – 20%
- Project Approach (i.e. methodology, understanding of the work to be performed) – 20%
- Price proposal/Fee schedule (Using Pricing Sheet Provided) – 20%
- Technical approach – quality of package (requested information provided, presentation, etc.) – 10%

The City reserves the right to accept the BEST-EVALUATED RESPONSE as deemed by the Evaluation Committee, which may or may not be the lowest monetary response.

1.6. FEDERAL TERMS AND PROVISIONS REQUIRED IN CONTRACT

The following terms and conditions must appear in any contract entered into the with Successful Contractor related to the services set forth in this RFP.

1) Access to Records. The following access to records requirements applies to the Contract in addition to any requirements that may be elsewhere imposed:

    a. Contractor agrees to provide City, the Comptroller General of the United States, or any of their authorized representatives or designees, access to any books, documents papers, and records of Contractor which are directly pertinent to this Agreement for the purposes of making audits, examinations, excerpts, and transcriptions. Contractor shall keep its books documents, papers, and records available for this purpose for at least five years after this Agreement terminates or expires or such longer time as requested by City at any time prior to the expiration of the then applicable time frame. This provision does not limit the applicable statute of limitations.

    b. Contractor agrees to permit any of the foregoing parties to reproduce by any means whatsoever or to copy excerpts and transcriptions as reasonably needed.

    c. Contractor agrees to provide any of the foregoing parties access to construction or other work sites pertaining to the work being completed under this Agreement, if applicable.

    d. Contractor shall ensure that public records that are exempt or confidential and exempt from public records disclosure requirements are not disclosed except as authorized by law for the duration of the contract term and following completion of the contract if Contractor does not transfer the records to City or any authorized or designated federal representative.

2) Environmental Compliance.

    a. Contractor shall comply with all applicable standard, orders, or regulations issued pursuant to the Clean Air Act (42 U.S.C. § 1701 et seq.) and the Federal Water Pollution Control Act as amended (33 U.S.C. § 1251 et seq.).

    b. shall report all violations to City, any applicable State agencies, and the regional office of the Environmental Protection Agency.

    c. Contractor shall include these requirements in each subcontract exceeding $150,000 financed in whole or in part with federal assistance.

    d. Contractor shall comply with the mandatory standards and policies relating to energy efficiency which are contained in the state energy conservation plan issued in compliance with the Energy Policy and Conservation Act (42 U.S.C. § 6201 et seq.).

3) Contract Work Hours and Safety Standards Act.

   a. *Overtime requirements*. No contractor or subcontractor contracting for any part of the contract work which may require or involve the employment of laborers or mechanics shall require or permit any such laborer or mechanic in any workweek in which he or she is employed on such work to work in excess of forty hours in such workweek unless such laborer or mechanic receives compensation at a rate not less than one and one-half times the basic rate of pay for all hours worked in excess of forty hours in such workweek.

   b. *Violation; liability for unpaid wages; liquidated damages*. In the event of any violation of the clause set forth in Paragraph (a) of this section, the Contractor and any subcontractor responsible therefor shall be liable for the unpaid wages. In addition, such Contractor and any subcontractor responsible therefor shall be liable to the United States (in the case of work done under contract for the District of Columbia or a territory, to such District or to such territory) for liquidated damages. Such liquidated damages shall be computed with respect to each individual laborer or mechanic, including watchmen and guards, employed in violation of the clause set forth in Paragraph (a) of this section, in the sum of $26 for each calendar day on which such individual was required or permitted to work in excess of the standard workweek of forty hours without payment of the overtime wages required by the clause set forth in Paragraph (a) of this Section.

   c. *Withholding for unpaid wages and liquidated damages*. The applicable federal funding agency shall upon its own action or upon written request of an authorized representative of the Department of Labor withhold or cause to be withheld, from any moneys payable on account of work performed by the contractor or subcontractor under any such contract or any other federal contract with the same prime contractor, or any other federally-assisted contract subject to the Contract Work Hours and Safety Standards Act, which is held by the same prime contractor, such sums as may be determined to be necessary to satisfy any liabilities of such contractor or subcontractor for unpaid wages and liquidated damages as provided in the clause set forth in Paragraph (b) of this Section.

   d. *Subcontracts*. The Contractor or subcontractor shall insert in any subcontracts the clauses set forth in Paragraphs (a) through (c) of this section and also a clause requiring the subcontractors to include these clauses in any lower tier subcontracts. The prime Contractor shall be responsible for compliance by any subcontractor or lower tier subcontractor with clauses set forth in Paragraphs (a) through (c) of this Section.

4) Equal Employment Opportunity. This provision is applicable to all federally assisted construction contracts, as that term is defined at 41 C.F.R. § 60-1.3. To the extent the Agreement meets this definition, Contractor agrees as follows:

   a. The Contractor will not discriminate against any employee or applicant for employment because of race, color, religion, sex, sexual orientation, gender identity, or national origin. The Contractor will take affirmative action to ensure that applicants are employed, and that employees are treated during employment without regard to their race, color, religion, sex, sexual orientation, gender identity, or national origin. Such action shall include, but not be limited to the following: employment, upgrading, demotion, or transfer; recruitment or recruitment advertising; layoff or termination; rates of pay or other forms of compensation; and selection for training, including apprenticeship. The Contractor agrees to post in conspicuous places, available to employees and applicants for employment, notices to be provided setting forth the provisions of this nondiscrimination clause.

   b. The Contractor will, in all solicitations or advertisements for employees placed by or on behalf of the Contractor, state that all qualified applicants will receive consideration for employment without regard to race, color, religion, sex, sexual orientation, gender identity, or national origin.

   c. The Contractor will not discharge or in any other manner discriminate against any employee or applicant for employment because such employee or applicant has inquired about, discussed, or disclosed the compensation of the employee or applicant or another employee or applicant. This provision shall not apply to instances in which an employee who has access to the compensation information of other employees or applicants as a part of such employee's essential job functions discloses the compensation of such other employees or applicants to individuals who do not

otherwise have access to such information, unless such disclosure is in response to a formal complaint or charge, in furtherance of an investigation, proceeding, hearing, or action, including an investigation conducted by the employer, or is consistent with the Contractor's legal duty to furnish information.

d. The Contractor will send to each labor union or representative of workers with which he has a collective bargaining agreement or other contract or understanding, a notice to be provided advising the said labor union or workers' representatives of the contractor's commitments under this section, and shall post copies of the notice in conspicuous places available to employees and applicants for employment.

e. The Contractor will comply with all provisions of Executive Order 11246 of September 24, 1965 and of the rules, regulations, and relevant orders of the Secretary of Labor.

f. The Contractor will furnish all information and reports required by Executive Order 11246 of September 24, 1965, and by rules, regulations, and orders of the Secretary of Labor, or pursuant thereto, and will permit access to his books, records, and accounts by the administering agency and the Secretary of Labor for purposes of investigation to ascertain compliance with such rules, regulations, and orders.

g. In the event of the Contractor's noncompliance with the nondiscrimination clauses of this contract or with any of the said rules, regulations, or orders, this contract may be cancelled, terminated, or suspended in whole or in part and the Contractor may be declared ineligible for further Government contracts or federally assisted construction contracts in accordance with procedures authorized in Executive Order 11246 of September 24, 1965, and such other sanctions may be imposed and remedies invoked as provided in Executive Order 11246 of September 24, 1965, or by rule, regulation, or order of the Secretary of Labor, or as otherwise provided by law.

h. The Contractor will include provisions in Paragraphs (a) through (g) set forth in this subsection in every subcontract or purchase order unless exempted by rules, regulations, or orders of the Secretary of Labor issued pursuant to Section 204 of Executive Order 11246 of September 24, 1965, so that such provision will be binding upon each subcontractor or vendor. The Contractor will take such action with respect to any subcontract or purchase order as the administering agency may direct as a means of enforcing such provisions, including sanctions for noncompliance; provided, however, that in the event a Contractor becomes involved in, or is threatened with, litigation with a subcontractor or vendor as a result of such direction by the administering agency, the Contractor may request the United States to enter into such litigation to protect the interests of the United States. The applicant further agrees that it will be bound by the above equal opportunity clause with respect to its own employment practices when it participates in federally assisted construction work; provided that if the applicant so participating is a State or local government, the above equal opportunity clause is not applicable to any agency, instrumentality or subdivision of such government which does not participate in work on or under the contract.

The applicant agrees that it will assist and cooperate actively with the administering agency and the Secretary of Labor in obtaining the compliance of contractors and subcontractors with the equal opportunity clause and the rules, regulations, and relevant orders of the Secretary of Labor, that it will furnish he administering agency and the Secretary of Labor such information as they may require for the supervision of such compliances, and that it will otherwise assist the administering agency in the discharge of the agency's primary responsibility for securing compliance.

The applicant further agrees that it will refrain from entering into any contract or contract medication subject to Executive Order 11246 of September 24, 1965, with a contractor debarred from, or who has no demonstrated eligibility for, Government contracts and federally assisted construction contracts pursuant to the Executive Order and will carry out such sanctions and penalties for violation of the equal opportunity clause as may be imposed upon contractors and subcontractors by the administering agency or the Secretary of Labor pursuant to Part II, Subpart D of the Executive Order. In addition, the applicant agrees that if it fails or refuses to comply with these undertaking the administering agency may take any or all of the following actions: cancel, terminate, or suspend in whole or in part this grant (contract, loan, insurance, guarantee); refrain from extending any further

assistance to the applicant under the program with respect to which the failure or refund occurred until satisfactory assurance of future compliance has been received from such applicant; and refer the case to the Department of Justice for appropriate legal proceedings.

5) Contracting with Small and Minority Businesses, Women's Business Enterprises, and Labor Surplus Area Firms.

    a. If Contractor intends to subcontract any portion of the work covered by the Agreement, Contractor must take all necessary affirmative steps to assure that small and minority businesses, women's business enterprises and labor surplus area firms are solicited and used when possible. Affirmative steps must include:

        i. Placing qualified small and minority businesses and women's business enterprises on solicitation lists;

        ii. Assuring that small and minority businesses, and women's business enterprises, are solicited whenever they are potential sources;

        iii. Dividing total requirements, when economically feasible, into smaller tasks or quantities to permit maximum participation by small and minority businesses, and women's business enterprises;

        iv. Establishing delivery schedules, where the requirement permits, which encourage participation by small and minority businesses, and women's business enterprises; and

        v. Using the services and assistance, as appropriate, of such organizations as the Small Business Administration and the Minority Business Development Agency of the Department of Commerce.

6) Immigration and Nationality Act

    a. Contractor agrees to comply with the terms of the employment provisions contained in 8 U.S.C. Section 1324A(e), Section 274A(e) of the Immigration and Nationality Act.

7) Administrative Remedies for False Claims and Statements

    a. Contractor acknowledges that 31 U.S.C. Chap. 38 (Administrative Remedies for False Claims and Statements) applies to Contractor's actions pertaining to this Agreement.

8) Remedies

    a. If any work performed and/or good delivered by Contractor fails to meet the requirements of the Agreement, any other applicable standards, codes or laws, or otherwise breaches the terms of the Agreement, the City may in its sole discretion:

        i. Elect to have Contractor re-perform or cause to be re-performed, at Contractor's sole expense, any of the work which failed to meet the requirements of the Agreement;

        ii. In the case of goods, reject the goods and require Contractor to provide replacement goods that meet the needs of City and the terms of the Agreement;

        iii. Hire another Contractor to perform the work and deduct any additional costs incurred by City as a result of substituting contractors from any amounts due to Contractor; or

        iv. Pursue and obtain any and all other available legal or equitable remedies.

    b. This Section shall in no way be interpreted to limit the City's right to pursue and obtain any and all other available legal or equitable remedies against Contractor.

9) Compliance with Applicable Laws

a. Contractor agrees to be bound by the terms of the Federally-Funded Subaward and Grant Agreement between the City and FEMA and/or the State of Georgia and any of its agencies if applicable.

b. Contractor agrees to be bound by all applicable state and federal laws, regulations, and Executive Orders.

10) Suspension and Debarment

a. Federal regulations restrict the City from contracting with parties that are debarred, suspended, or otherwise excluded from or ineligible for participation in Federal assistance programs and activities, where the contract is funded in whole or in part with federal funds. Accordingly, a contract or subcontract must not be made with any parties listed on the SAM Exclusions list. SAM Exclusions is the list maintained by the General Services Administration that contains the name of parties debarred, suspended, or otherwise excluded by agencies, as well as parties declared ineligible under certain statutory or regulatory authority. The Contractor can verify its status and the status of its principals, affiliates, and subcontractors at www.SAM.gov.

i. This Contract is a covered transaction for purposes of 2 C.F.R. pt. 180 and 2 C.F.R. pt. 3000. As such the Contractor is required to verify that none of the Contractor, its principals (defined at 2 C.F.R. § 180.995), or its affiliates (defined at 2 C.F.R. § 180.905) are excluded (defined at 2 C.F.R. § 180.940) or disqualified (defined at 2 C.F.R. § 180.935).

ii. Contractor must comply with 2 C.F.R. pt. 180, Subpart C and 2 C.F.R. pt. 3000, subpart C and must include a requirement to comply with these regulations in any lower tier covered transaction it enters into.

iii. This certification is a material representation of fact relied upon by the City. If it is later determining that the Contractor did not comply with 2 C.F.R. pt. 180, Subpart C and 2 C.F.R. pt. 3000, Subpart C, in addition to remedies available to the City, the Federal Government may pursue available remedies, including but not limited to suspension and/or debarment.

11) Byrd Anti-Lobbying Amendment

a. Contractors who apply or bid for an award of $100,000 or more shall file the required certification found below. Each tier certifies to the tier above that it will not and has not used federally appropriated funds to pay any person or organization for influencing or attempting to influence an officer or employee of any agency, a member of Congress, officer or employee of Congress, or an employee of a member of Congress in connection with obtaining any federal contract, grant, or any other award covered by 31 U.S.C. § 1352. Each tier shall also disclose any lobbying with non-federal funds that takes place in connection with obtaining any federal award. Such disclosures are forwarded from tier to tier up to the recipient.

b. The certification referenced in Paragraph (a) of this Section is below:

Certification for Contracts, Grants, Loans, and Cooperative Agreements

The undersigned certifies, to the best of his or her knowledge and belief, that:

1) No federal appropriated funds have been paid or will be paid, by or on behalf of the undersigned, to any person for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with the awarding of any federal contract, the making of any federal grant, the making of any federal loan, the entering into of any cooperative agreement, and the extension, continuation, renewal, amendment, or modification of any federal contract, grant, loan, or cooperative agreement.

2) If any funds other than federal appropriated funds have been paid or will be paid to any person for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with this federal

contract, grant, loan, or cooperative agreement, the undersigned shall complete and submit Standard Form-LLL, "Disclosure Form to Report Lobbying," in accordance with its instructions.

3) The undersigned shall require that the language of this certification be included in the award documents for all subawards at all tiers (including subcontracts, subgrants, and contracts under grants, loans, and cooperative agreements) and that all subrecipients shall certify and disclose accordingly.

This certification is a material representation of fact upon which reliance was placed when this transaction was made or entered into. Submission of this certification is a prerequisite for making or entering into this transaction imposed by Section 1352, Title 31, U.S.Code. Any person who fails to file the required certification shall be subject to a civil penalty of not less than $10,000 and not more than $100,000 for each such failure.

Contractor, _____, certifies or affirms the truthfulness and accuracy of each statement of its certification and disclosure, if any. In addition, Contractor understands and agrees that the provision of 31 U.S.C. Chap. 38, Administrative Remedies for False Claims and Statement, apply to this certification and disclosure, if any.

_____ Date: _____

Signature

Name:

Title:

CITY OF GRIFFIN, GEORGIA
REQUESTS FOR PROPOSAL
GENERAL PROVISIONS

Sections II - VII review the general terms and conditions. **Any bid-specific information noted in Section I or in the Specifications & Response Section will take precedence.**

2 SECTION II – GENERAL TERMS AND CONDITIONS

All available information, notices and addenda regarding this RFP shall be posted on the City's website. Effective July 1, 2018, House Bill 489 requires that any solicitation extended by a municipal corporation for goods and services valued at $10,000 or more and any solicitation opportunity extended for public works subject to Chapter 91 of Title 36 of the O.C.G.A. also be posted on the Georgia Procurement Registry (GPR).

It is the Supplier's responsibility to check the City's website in order to confirm they have the most current information prior to submitting a response. Subsequent to the opening, all status notices will also be posted on the City's website.

2.1 RESTRICTIONS ON COMMUNICATIONS WITH STAFF

All questions about this bid must be submitted in the following format:

- Company Name
- Question
- Citation to relevant section of the bid

All questions, including questions regarding specifications/technical issues related to the RFP and administrative issues, must be in writing to the Purchasing Coordinator for this RFP (with a 'cc' to Project Manager). The deadline for questions is noted in Section 1.2 of this RFP.

The Purchasing Coordinator and Project Manager's contact information is as follows:

Sherri Huggins
Purchasing Coordinator
City of Griffin
100 S. Hill Street
P.O. Box T, Griffin, GA 30224
Email: shuggins@cityofgriffin.com

Chris Sprayberry
Project Manager / Telecommunications Manager
City of Griffin
100 S. Hill Street
P.O. Box T, Griffin, GA 30224
Email: csprayberry@cityofgriffin.com

No questions other than written will be accepted. No response other than written will be binding upon the City. Questions will be combined into one list of questions and responses and will be posted as an addendum.

From the issue date of this request until an award has either been made or deemed closed for other reasons, institutions or individuals providing submissions are not permitted to communicate with members of the commission, the evaluation team or City employees, other than Procurement, with regard to the purpose or intent of this Request for Proposal. The exception to this is the submission of written technical questions to the Purchasing Coordinator with the Project Manager copied, or communications unrelated to this Request for Proposal which occur in the ordinary course of City business. The City reserves the right to reject the submission of the offending supplier if this provision is violated.

Any updates or changes to this and related documents will be posted on the City's website (https://vrapp.vendorregistry.com/Bids/View/BidsList?BuyerId=52b8c206-866a-4ed2-b7b8-bef7db8a901b) or by selecting "Resources" and then "Bid Opportunities" from the City home page. **It is the Supplier's responsibility to refer to the website for any addenda or other pertinent information before responding to this Request for Proposal**.

2.2 PUBLIC DISCLOSURE AND PROPRIETARY INFORMATION

All bids and any other public record with respect to solicitation shall be subject to public inspection, upon request, after the posting of the Notice of Intent to Award (NOIA) or Notice of Award (NOA). This is being done in order to protect the integrity of the procurement process unless otherwise required by law. For any Open Records requests, the City may assess fees for the costs of producing these public records as permitted by the Georgia Open Records Act.

Exceptions to the availability of information include 1) bona fide trade secrets meeting confidentiality requirements that have been properly marked and documented; 2) matters involving individual safety as determined by the City; 3) company financial information requested by the City to determine supplier responsibility; and 4) other constitutional protections. All documents that are to be proprietary and confidential are to be clearly marked as such.

Information received in response to this bid request will become the property of the City and will not be returned. If a proposer feels that any information is confidential or proprietary in nature, the proposer must prominently mark and initial such information as "PROPRIETARY INFORMATION". The City will not release or divulge such information to third parties without the consent of the Proposer unless required to do so by applicable law or order a court of competent jurisdiction.

3 SECTION III –OVERVIEW AND PROCEDURES

Sections II - VII review the general terms and conditions. **Any bid-specific information noted in Section I or in the Specifications & Response Section will take precedence.**

3.1 COMPANY BACKGROUND & EXPERIENCE

Suppliers that have not performed work for the City of Griffin in the past 2 years should provide a list of clients for whom similar services, as detailed in this bid, have been provided during the past 3-4 years. References must be for the organization or person submitting the bid. Subcontractor's references are not acceptable.

The list must include:

- Dates of service
- Name of contact person
- Title of contact person
- Phone number of contact person

The Supplier will also disclose any services terminated by the client(s) and the reason(s) for termination. Failure to provide this information will disqualify the bid submission.

3.2 REFERENCES

References should be for historical projects of similar size and scope. Details regarding these references are noted on the Reference page.

3.3 BID REQUIREMENTS

3.3.1 SPECIAL CONDITIONS

By submitting a bid response, Suppliers certify that their proposals are made without collusion or fraud and they have

not offered or received any inducements in connection with their proposals. They further agree that this solicitation and any resulting contract shall be governed in all respects by the laws of the State of Georgia and they shall comply with applicable federal, state and local laws and regulations. Any contracts or leases resulting from the award of a Bid are to be for a period of not more than one year, with four renewal options for a total period not to exceed five years. Any exceptions to this policy must be noted and agreed to by both parties in writing, prior to the issuance of the Notice of Award. Pricing must remain firm for the duration of the initial term of the resulting contract; failure to hold firm pricing for the initial contract will be considered as sufficient cause for termination. Proposal submissions must remain valid for a minimum period of ninety (90) days after the submission due date unless otherwise stipulated.

The City reserves the right to reduce or increase the scope of the project if the lowest responsible and responsive supplier's submittal is not in line with the budgeted amount for the project. The City, at its sole discretion, reserves the right to increase or decrease the scope of work to facilitate an award. This scope reduction will be enacted only if it is in the best interest of the City and constitutes no guarantee of scope.

The City also reserves the right to add to the contract any future work or purchased goods, with the agreement of the supplier, at prices offered in this bid document. This option will be enacted during the contract or within six months subsequent to the end of the contract, if in the best interest of the City and with the agreement of both parties.

3.3.2 RESPONSES

In responding to a bid, ALL item numbers with appropriate formatting must show some type of acknowledgment in order for the response to be properly evaluated. Failure to respond to all specification criteria items may be deemed as sufficient reason to reject a submission. If formatting is not provided for a response at the item level, any non-compliance must be clearly marked, detailed and included with the bid response. Any items not identified shall be deemed as in compliance. Suppliers must: 1) complete any/all required forms; 2) indicate agreement or disagreement on each mandatory requirement and, if requested, provide additional information on how the specifications will be exceeded or not met; and 3) provide complete and detailed responses to any and all non-mandatory requirement that can be fulfilled.

If determined to be in the City's best interests, a Best and Final Offer (BAFO) may be requested. A BAFO may be requested when:

- The prices for all responsive and responsible submittals exceed budget;
- No single responsive and responsible submittal meets all requirements;
- When all responses are unclear or deficient in one of more areas;
- When the grading scores of two or more submittals require additional evaluation;
- At the discretion of the evaluation team to clarify submittals or to negotiate costs or other deliverables.

3.3.3 PACKAGING OF BID

Submissions must be by the following method:
No e-mail, fax or scanned submissions will be accepted. Hard copies are to be submitted in a sealed package containing an original and the number of copies specified in Section 1. The sealed package must be labeled on the outside as follows:

(Supplier Name)
RFP # (Bid Number)
(Bid Title)

Supplier response to this bid must consist of the following documents <u>in addition to any bid-specific information requested</u> in Section 1.4:

- **Pricing**
- **Schedule of proposed work (when applicable),**
- **Completion Schedule (when applicable),**
- **Supplier Registration is to be completed online, with the following forms needing to be uploaded**
  - **Supplier Affidavit (E-Verify) (*available online*),**
  - **W-9 (*available online*),**
  - **Some responses may require an additional notarized Supplier affidavit. (See section 1.4),**
    - *The City cannot award to a supplier that is not registered and compliant,*
  - **Tax Compliance form (required if over $99,000) (*supplied if required*),**
  - **Reference list of a minimum of three (3) references (*supplied*).**

3.3.4 SUBMISSION OF BID

The original and specified copies of the bid response must be delivered to the Purchasing Coordinator no later than **the time and date specified in Section I. Any bid received after stated time or delivered to department other than Procurement will not be accepted. The City of Griffin will not be responsible for any responses not received by the Procurement Department prior to the deadline.**

Proposals must be submitted to:

City of Griffin
Attention: Sherri Huggins – Procurement Coordinator
P. O. Box T, Griffin, GA 30224

Or delivered to:

Attention: Sherri Huggins – Procurement Coordinator
100 S Hill Street, 3rd Floor
Griffin, GA 30223

***Note: Notify Purchasing Coordinator via email (shuggins@cityofgriffin.com) if submittal is mailed via Post Office (USPS).**

3.3.5 ALTERNATE BID DOCUMENTS

Documents prepared by the City which have been supplied for your use must be used for the submission of Bid Response where provided. The use of alternate forms that deviate from those supplied (See Section 1.4 of this RFP) may disqualify the Bid Response from consideration. If a form is not provided, the Bidder may produce their own document with the required/requested Bid Response information.

3.3.6 ADDITIONAL INFORMATION/ADDENDA

The City will issue responses to inquiries and any other corrections or amendments it deems necessary in written addenda issued prior to the bid opening date. Suppliers should not rely on any representations, statements, or explanations other than those made in this Invitation to Bid and its' addendums. Where there appears to be a conflict between the Invitation to bid and any addenda issued, the last addendum issued will prevail. It is the Supplier's responsibility to check for addendums (under Bid Opportunities) on the City's website.

Suppliers must acknowledge any issued addenda. Bids which fail to acknowledge the supplier's receipt of any addendum will result in the rejection of the bid if the addendum contains information which substantively changes the City's requirements.

3.3.7 PROPOSAL PRICING, ERRORS AND OMISSIONS

3.3.7.1 In the event there is a discrepancy between a unit price submitted and the extended price, the unit price will prevail.

3.3.7.2 All corrections, changes or erasures to the proposal submission are to be initialed in ink.

3.3.8 WITHDRAWAL OF BID

A supplier may withdraw his bid before the submittal deadline without prejudice to the supplier by submitting a written request of withdrawal to the Procurement Analyst.

3.3.9 LATE SUBMITTAL, LATE MODIFICATIONS & LATE WITHDRAWALS

Bid submittals received after the bid opening date and time will not be accepted. Modifications received after the bid opening date will not be considered. The City assumes no responsibility for the premature opening of a bid not properly addressed and identified or not delivered to the proper designation.

3.3.10 MINIMUM BID ACCEPTANCE PERIOD

Bids shall be valid and may not be withdrawn for a minimum period of 90 days from the date specified for receipt of bids. Suppliers will be asked for an 'expiration date' for the bid submitted, when appropriate. This does not impact the contract price once a bid has been awarded.

3.3.11 DISQUALIFICATION OF BIDS OR SUPPLIERS

Suppliers may be disqualified from participation in the bid process for reasons which include, but are not limited to the following:

3.3.11.1 Evidence of collusion;

3.3.11.2 Attempting to manipulate the submittal pricing for its' own benefit (i.e. pricing resulting in a failure of the City's ability to enforce the Contract or impose the remedies intended following breach by Supplier);

3.3.11.3 Being in arrears on any of its existing contracts with the City or in litigation with the City or having defaulted on a previous contract with the City;

3.3.11.4 Being in arrears on taxes owed to the State of Georgia;

3.3.11.5 Poor, defective or otherwise unsatisfactory performance of work for the City or any other party on prior projects which, in the City's judgment and sole discretion raises doubts as to Supplier's ability to properly perform the work;

3.3.11.6 Any offering of gifts, unauthorized compensation or other unethical actions to City employees with respect to interest in any business activity;

3.3.11.7 Any false statement or misrepresentation in any portion of the Bid Packet, including but not limited to, misrepresentations regarding prior or current lawsuits or OSHA violations; or

3.3.11.8 Any other cause which, in the City's judgment and sole discretion, is sufficient to justify disqualification of the supplier or the rejection of their submittal;

3.3.12 REJECTION/CANCELATION/AWARD OF BIDS

The City reserves the right to:

a) reject any and all submittals received outside the time/place stated in the notice;
b) reject any submittals which show omissions, irregularities, alteration of forms or unsolicited responses;
c) waive any minor technicalities of form, or formalities of the responses without prejudice to other responses;
d) reject any or all bids or any part thereof;
e) obtain clarification on any point in a respondent submittal or obtain additional information;
f) accept the bid that receives the best evaluation from the Evaluation Committee based on the evaluation criteria set forth within this RFP, regardless of whether or not it is the lowest bid;
g) award the bids received on the basis of individual items or on the entire list of items.

The City also reserves the right to cancel this bid at any time and will not be liable for any cost/losses incurred by the Supplier throughout this process.

Where applicable, the City reserves the right to make multiple awards or to award a contract by individual line items or alternatives, by group of line items or alternatives, or to make an aggregate award, whichever is deemed most advantageous to the City. If the City determines that an aggregate award to one supplier is not in the City's best interest, "all or none" offers will be rejected.

3.3.13 COST INCURRED BY SUPPLIERS

All expenses involved with the preparation and submission of the bid to the City, or any work performed in connection therewith, is the responsibility of the supplier(s).

3.3.14 BID OPENING

All bids will be opened on the pre-determined bid opening date. The bid details and related documents will not be publicly announced or reviewed at the bid opening; they will be turned over to an evaluation committee. No awards will be made or implied at this time. The Status field on the City's website will be updated following any change in the Bid process. Refer to section 2.1 for details regarding this Status. **Any bid-specific exceptions to the 'non-public opening' will be noted in the Schedule (section 1.2)**.

3.3.15 AWARD AND RESULTING CONTRACT

Award will be made to the Supplier whose response/proposal is the best evaluated by the Evaluation Committee and which is in compliance with terms of this bid request. The quality of the articles to be supplied, their conformity with the specifications, their suitability to the requirements of the City, the delivery terms and other criteria, as well as price, will be taken into consideration in making the award.

Any resulting contract shall not be binding upon the City nor should any action be started until it has been executed by both parties and a copy of the fully executed contract has been delivered to the successful Supplier. Specifications noted in this bid request shall be incorporated into the resulting contract. The City reserves the option to prepare and negotiate its own contract, giving due consideration to the stipulations of the supplier's proposed contract and associated legal documents.

3.3.16 PROTESTS

Protest may be filed by the affected party regarding any aspect of the solicitation, evaluation or award. All protests must be in writing, include the information listed below and directed to the Procurement Department. Protests regarding the specifications or how a solicitation was written must be filed at least seventy-two (72) hours prior to the deadline. Protests regarding the validity of the evaluation team or the evaluation process must be filed within seventy-two (72) hours of the notice to bidders. Protests regarding the recommended awardee must be filed within ten (10) days of the Notice.

3.3.16.1 FILING A PROTEST

Only suppliers intending to submit a response may protest a solicitation and only suppliers that respond to a solicitation may protest the evaluation /award. All Protests must be directed to the Purchasing Coordinator, in writing, and must contain the following information in order to be valid:

- The name (company), address, telephone number and email of the protestor
- Signature and printed name of the protestor
- Identification of the solicitation and the sections contested
- A statement of reason for the protest including copies of relevant supporting documents
- A description of the remedy requested
- A decision will be rendered by Procurement. Should the protest need to be escalated, it shall continue as needed through the following stages: City Attorney, Board of Commissioners, court system.

3.4 INSPECTION AND ACCEPTANCE OF EQUIPMENT (FOR PURCHASE)

Where applicable, all items bid and furnished that are to be purchased must be completely new, free from defects and operate as intended unless otherwise specified in writing. Discontinued, remanufactured or demonstrator items will not be accepted unless specifically requested. The manufacturer's standard warranty shall be identified and copies of the warranties are to be presented upon request. In addition, all items supplied shall comply with all Federal and State regulations, applicable and effective on the date of acceptance. All items must meet or exceed all existing Federal, State and Local health, safety, lighting, emissions and noise standards.

The City reserves the right to inspect and test any equipment being offered in the bid prior to making any award. The City may also request a demonstration or site visit for evaluation purposes. The equipment delivered under this bid shall remain the property of the seller until a physical inspection of the equipment is made and accepted by the City. In the event that the equipment supplied to the City is found to be defective or does not conform to the City's specifications, the City reserves the right to cancel the order upon written notice to the seller and to return the equipment to the seller at the seller's expense.

3.5 STATEMENT OF EXPERIENCE AND QUALIFICATIONS

The supplier may be required, upon request, to prove to the satisfaction of the City that he/she has the skill and experience and the necessary facilities and ample financial resources to perform the contract(s) in a satisfactory manner and within the required time. If the available evidence of competency of any supplier is not satisfactory, the response of such supplier may be rejected. The City reserves the right to request clarifications of any response or to conduct discussions for the purpose of clarification. Any clarifications made as a result of these discussions are to be provided in writing.

3.6 NON-COLLUSION AFFIDAVIT

By submitting the notarized signature in the response, the Supplier represents and warrants that such response is genuine and real and not made in the interest or on behalf of any person not therein named. It is further warranted that the Supplier has not directly or indirectly solicited any other Supplier to put in a sham submittal, or any potential Supplier to refrain from submitting and that the Supplier has not in any manner sought by collusion to secure any advantage over any other Supplier. By submitting a response, the Supplier represents and warrants that no official or employee of City has, in any manner, an interest directly or indirectly in the RFP or in the contract which may be made

under it, or in any expected profits to arise therefrom. It is further warranted that the Supplier is independent of the City.

3.7 HOLD HARMLESS AND INDEMNIFICATION

The Supplier agrees, insofar as it legally may, to indemnify and hold harmless the City, its officers, employees and agents from and against all loss, costs, and expenses, including attorneys' fees, claims, suits and judgments in connection with injury to or death of any person or persons or loss of or damage to property resulting from any and all operations performed by Supplier, its officers, employees, and agents under any of the terms of this contract.

3.8 BID BONDS (Bid, Performance, Payment)

For any bid as required and noted in Section 1 of this bid document, a one hundred ten percent (110%) Performance bond and a one hundred ten percent (110%) Payment bond shall be furnished payable to, in favor of, and for the protection of the City. When Bid bonds are required, they must be in a sum equal to five percent (5%) of the total amount of the supplier's response and may be in the form of a surety issued bond or cashier's check made payable to the City of Griffin. Bid bonds are returned to the unsuccessful suppliers when the Notice of Award has been issued or contract has been executed. When bonding is required, failure to submit appropriate bonding will result in automatic rejection of bid. Performance and/or Payment bonds must be presented within ten (10) days of the Notice of Intent to Award or prior to the award of contract, whichever is later. Surety companies executing bonds must appear on the Treasury Department's most current publication (Circular 570 as amended) and be authorized to do business in Georgia. Unless otherwise specified, bonds shall be in effect for a period of one year from the completion of the project. The bond amounts shall be increased as the contract amount is increased. No alternative securities are currently accepted in lieu of performance or payment surety bonds.

4 SECTION IV – OTHER GENERAL SPECIFICATIONS

Sections II - VII review the general terms and conditions. **Any bid-specific information noted in Section I or in the Specifications & Response Section will take precedence.**

4.1 LIQUIDATED DAMAGES

Pursuant to O.C.G.A. § 36-91-24, it is understood that the Notice-to-Proceed and the time for completion of the work as specified are ESSENTIAL conditions of any resulting contract and that the performance and completion of this work within the specified time is vital to the City's economic interests. If the Supplier neglects, fails or refuses to complete the work within the mutually agreed time specified, the City may impose liquidated damages for each day of non-compliance past the scheduled completion date. Unless otherwise specified in Section I of this document or in the resulting contract, liquidated damages may be assessed at a rate of 1%, with a limit of $500.00 per day of non-compliance.

4.2 FORCE MAJEURE

The City and Supplier will be excused from the performance of their respective obligations under this Contract when and to the extent that their performance is delayed or prevented by any circumstances beyond their control including but not limited to, fire, flood, explosion, strikes or other labor disputes, act of God or public emergency, war, riot, order/act of any governmental authority, provided that:

4.2.1 The non-performing party gives the other party prompt written notice within three (3) business days describing the particulars of the Force Majeure including, but not limited to, the nature of the occurrence and its expected duration, and continues to furnish timely reports with respect thereto during the period of the Force Majeure;

4.2.2 The excuse of performance is of no greater scope and of no longer duration than is required by the Force Majeure;

4.2.3 No obligations of either party that arose before the Force Majeure causing the excuse of performance are excused as a result of the Force Majeure;

4.2.4 The non-performing party uses its best efforts to remedy its inability to perform. Economic hardship of the Provider will not constitute Force Majeure. The term of the Provider shall be extended by a period equal to that during which either party's performance is suspended under this Section.

The provisions of this section shall not preclude the City from canceling or terminating any resulting award (or any order for any goods or services included herein), or from revising the scope of the Work, as otherwise permitted under this RFP.

4.3 SUPPLIER'S INVOICE

4.3.1 The Supplier shall prepare and submit invoices to the attention of the project manager at: City of Griffin, Attn: *Chris Sprayberry*, PO Box T, Griffin, GA 30224. A proper invoice must include the items listed below:

(a) Name and address of the Supplier.

(b) Invoice date and invoice number. (The Supplier should date invoices as close as possible to the date of the mailing or transmission.)

(c) Purchase order number for supplies delivered or work completed.

(d) Description, quantity, unit of measure, unit price, and extended price of supplies delivered.

(e) Shipping and payment terms (e.g., shipment number and date of shipment, discount for prompt payment terms).

(f) Name and address to which payment is to be sent.

(g) Name (where practicable), title, phone number, and mailing address of person to notify in the event of a defective invoice.

(h) Any other information or documentation required by the contract (e.g., evidence of shipment).

4.3.2 A summary invoice shall be provided for all deliveries made during a billing period, identifying the delivery tickets covered therein, stating their total dollar value. A summary invoice shall be supported by receipt copies of the delivery tickets. Delivery tickets or sales slips shall contain:

(a) Name of supplier

(b) Purchase Order number

(c) Ship to Department and Address

(d) Description, Quantity, unit price, and extension of each item.

(e) Date of delivery or shipment.

4.4 TAX LIABILITY

The successful supplier will be provided with the City's Sales and Use Tax Certificate of Exemption number upon request.

4.5 PAYMENT

Payment will be made for items accepted by the City; standard terms are net 30.

4.6 ESTIMATED QUANTITIES

The quantities of items specified in the Bid Schedule are estimates only and are not purchased by this contract. If the City's requirements do not result in orders in the quantities described as "estimated", that fact shall not constitute the basis for an equitable price adjustment. Delivery shall be made only as authorized by orders issued in accordance with the Ordering clause. Subject to any limitations in the Order clause or elsewhere in this contract, the Supplier shall furnish to the City all items specified in the Bid Schedule and called for by orders issued in accordance with the Ordering clause.

4.7 ASSIGNMENT OR NOVATION OF CONTRACT

The Supplier shall not assign or transfer, whether by Assignment or Novation, any of its rights, duties, benefits, obligations, liabilities, or responsibilities under the Contract without the written consent of the City; provided, however, that assignments to banks, trust companies or other financial institutions for the purpose of securing a bond may be made without the consent of the City.

4.8 TERMINATION FOR CAUSE

The City reserves the right to terminate the resulting contract, in whole or in part, for failure to comply with any provisions of the contract as outlined by providing a written notice to the Supplier at least thirty (30) days before the effective date of termination. The Supplier will not be relieved of any outstanding responsibilities or unfinished obligations under this contract. Receipt of items by the delivery date is critical to the terms of this contract. The City considers late delivery of contract items as reasonable cause to terminate the contract.

Prior to termination, a Cure Notice will be issued by the City. The Notice will identify the problems and deadlines that need to be met to remedy the problems to avoid termination for default. If the Supplier does not respond with an acceptable action plan to remedy the default or commence to remedy the default within a period of five (5) business days (or such longer period as the City may authorize in writing) after the issuance of notice, the City may issue termination for cause.

The City retains all other legal or equitable rights or remedies existing as a result of said default, including, but not limited to, any legal process necessary to obtain any sureties securing this contract.

4.9 TERMINATION FOR CONVENIENCE

The City reserves the right to terminate the resulting contract, in whole or in part, in the event the City determines that such termination is in the best interest of the City. Any such termination shall be affected by the delivery of a notice specifying the extent to which performance of work under the contract is termination and the date upon which the termination becomes effective. Upon receipt of notice, the contractor shall immediately discontinue all services affected, unless the notice directs otherwise. The City will make payment of deliverables satisfactorily executed according to industry standards or proven loss with respect to materials, etc., but no amount shall be allowed for anticipated profit or unperformed service.

4.10 TERMINATION FOR FUND APPROPRIATION

The City may unilaterally terminate this Agreement due to a lack of funding at any time by written notice to the Supplier. In the event of the City's termination of the resulting contract for fund appropriation, the Supplier will be paid for those services actually performed. Partially completed performance of the Agreement will be compensated based upon a signed statement of completion to be submitted by the Service Provider which shall itemize each element of performance

4.11 CHANGES

All work and materials furnished for this project shall be made in conformance with the contract documents. Changes in the scope of work or the terms and conditions of this contract may be made only by written agreement of the parties. Changes that involve an alteration to the payment amounts shall not commence until approved by the City and a Change Order has been issued.

4.12 REPORTING DISPUTES

The Supplier shall report any contract disputes and/or problems to the Procurement Analyst, both verbally and in writing within 48 hours of their occurrence.

5 SECTION V –INSURANCE REQUIREMENTS

Sections II - VII review the general terms and conditions. **Any bid-specific information noted in Section I or in the Specifications & Response Section will take precedence.**

Prior to commencing work, the Supplier shall procure and maintain at their own cost and expense for the duration of the agreement the following insurance against claims for injuries to person or damages to property which may arise from or in connection with the performance of the work or services hereunder by the Supplier, his agents, representatives, employees or Subcontractors. A Certificate of Insurance (COI) and any other documents required by the City must be submitted to the City prior to the commencement of any work. In the event of failure to supply the required documentation, the City shall have the right to recover any costs or damages incurred.

The City of Griffin, its agents, elected officials, and employees shall be included as additionally named insured with respect to all liability policies herein except the professional liability coverage and worker's compensation which shall be indicated on all applicable certificates of insurance. The insurance Certificates indicated above shall carry a written notice of change cancellation and shall be submitted in a reasonable period prior to the execution of any work under this contract. It shall

be the responsibility of the Supplier to provide similar insurance for each subcontractor, or to provide evidence that each subcontractor carries his own insurance in like amounts, prior to the time such subcontractor proceeds to perform under the contract. The Supplier's insurance policy shall be primary for the additional insured, and not excess over any policy held by the additional insured.

The information described below sets forth minimum amounts and coverage and is not to be construed in any way as a limitation on the Supplier's liability.

5.1 STANDARD INSURANCE REQUIREMENTS

5.1.1 The City reserves the right to require higher insurance limits on any contract, provided notice of such requirement is stated in the solicitation.

5.1.1 *Commercial General Liability Insurance* - $1,000,000 limit per person, $2,000,000 per occurrence for property damage and bodily injury. The Supplier should indicate in the proposal and on the insurance certificate that the coverage provided is occurrence based. The City of Griffin shall be named as "additional insured" as its interest may appear and "waiver of subrogation granted". The insurance shall include coverage for the following:

- Premise/Operations
- Explosion, Collapse and Underground Property Damage Hazard (only when applicable to the project)
- Products/Completed Operations
- Contractual
- Independent Suppliers
- Broad Form Property Damage
- Personal Injury

5.1.2 *Automobile Insurance* - $1,000,000 limit per person or $2,000,000 combined single limit for property damage and personal injury.

- Owned/Leased Autos
- Non-owned Autos
- Hired Autos

5.1.3 *Umbrella Coverage*

5.1.3.1 *Workers' Compensation and Employers' Insurance* -- with benefits and monetary limits as set forth by Title 34, Chapter 9 of the O.C.G.A. Workers' Compensation coverage is required as a condition of performing work or services for the City whether or not the Supplier is otherwise required by law to provide such coverage. The Supplier shall supply the City with proof of compliance with the Workers' Compensation Act while performing work for the City by way of a COI. This proof must be received by the City **prior to** the commencement of work. If the Supplier does not meet the requirement for workers' compensation coverage, the certificate of insurance shall state that the contractor waives subrogation in regard to workers' compensation.

5.1.3.2 *Professional Liability/Errors & Omissions Insurance* - $2,000,000 or as per project (ultimate loss value per occurrence). Primarily E&O insurance is designed to protect the professional advice providers (i.e. consultants, financial services) or professional service-providing professionals (i.e. medical providers, lawyers).

5.2 OTHER INSURANCE PROVISIONS

5.2.1 All Coverage

5.2.1.1 Each insurance policy required by this clause shall be endorsed to state that coverage shall not be suspended, voided, canceled, reduced in coverage or in limits except after thirty (30) days prior written notice has been given to the City.

5.2.1.2 If the Supplier, for any reason, fails to maintain insurance coverage which is required pursuant to this Agreement, the same shall be deemed a material breach of contract. City, at its sole option, may terminate this Agreement and obtain damages from the Supplier resulting from said breach.

5.2.1.3 Alternatively, the City may purchase such required insurance coverage (but has no special obligation to do so), and without further notice to the Supplier, the City may deduct from sums due to the Supplier any premium costs advanced by City for such insurance.

5.2.2 Commercial General Liability and Automobile Liability Coverage

5.2.2.1 The City, members of its City Commission, boards, commissions and committees, officers, agents, employees and volunteers are to be covered as insured as respects: liability arising out of activities performed by or on behalf of the Supplier; products and completed operations of the Supplier; premises owned, leased or used by the Supplier or premises on which the Supplier is performing services on behalf of the City. The coverage shall contain no special limitations on the scope of protection afforded to the City, members of the City Commission, boards, commissions and committees, officers, agents, employees and volunteers.

5.2.2.2 The Supplier's insurance coverage shall be primary insurance as respects the City, members of its City Commission, boards, commissions and committees, officers, agents, employees and volunteers. Any insurance or self-insurance maintained by the City, members of its City Commission, boards, commissions and committees, officers, agents, employees and volunteers shall be excess of the Supplier's insurance and shall not contribute with it.

5.2.2.3 Any failure to comply with reporting provisions of the policies shall not affect coverage provided to the City, members of its City Commission, boards, commissions and committees, officers, agents, employees and volunteers.

5.2.2.4 Coverage shall state that Supplier's insurance shall apply separately to each insured against to whom a claim is made or suit is brought, except with respect to the limits of the insurer's liability.

5.2.3 Workers' Compensation and Employers' Liability and Property Coverage

The insurer shall agree to waive all rights of subrogation against the City, member of its' City Commission, boards, commissions and committees, officers, agents, employees and volunteers for losses arising from activities and operations of the Supplier in the performance of services under this Agreement *(see 5.1.4.1)*.

5.2.4 Deductibles and Self-Insured Retention

Any deductibles or self-insured retentions must be declared to the City.

5.2.5 Acceptability of Insurer

Insurance is to be placed with Georgia admitted 'A' rated carriers or better by A.M. Best's rating service.

5.2.6 Verification of Coverage

Supplier shall furnish the City with certificates of insurance and with original endorsements affecting coverage required by this clause. The certificates and endorsements for each policy are to be signed by a person authorized by that insurer to bind coverage on its behalf. The certificates and endorsements are to be received and approved by the City before work commences.

5.2.7 Subcontractors

Subcontractors must also be insured under the policies of insurance required herein.

6 REQUIRED IMMIGRATION/ENTITLEMENT AFFIDAVITS FOR GEORGIA

For the successful Suppliers contracting for physical labor or providing services with the City:

6.1 VENDOR/CONTRACTOR AFFIDAVIT

6.1.1 Pursuant to the Georgia Security and Immigration Compliance Act of 2006, the Supplier understands and agrees that compliance with the requirements of O.C.G.A. § 13-10-91 and Georgia Department of Labor Rule 300-10-1-.02 are conditions of this Agreement. The Supplier further agrees that such compliance shall be attested by the Supplier through execution of the contractor affidavit required by Georgia Department of Labor Rule 300-10-1-.07, or a substantially similar supplier affidavit. The Supplier's fully executed affidavit is attached hereto as an Exhibit and is incorporated into this Agreement by reference herein.

6.2 SUBCONTRACTORS

6.2.1 The Supplier understands and agrees that, in the event the Supplier employs or contracts with any subcontractor or subcontractors in connection with this Agreement, the Supplier shall:

6.2.1.1 Be responsible to the City for the acts and omissions of a sub-contractor or persons employed by said sub-contractor to the same extent that the Supplier is liable to the City.

6.2.1.2 Secure from each such subcontractor an indication of the employee number category as identified in O.C.G.A. § 13-10-91 that is applicable to the subcontractor;

6.2.1.3 Secure from each such subcontractor an attestation of the subcontractor's compliance with O.C.G.A. § 13-10-91 and Georgia Department of Labor Rule 300-10-1-.02 by causing each such subcontractor to execute the subcontractor affidavit required by Georgia Department of Labor Rule 300-10-1-.08, or a substantially similar subcontractor affidavit. The Supplier further understands and agrees that the Supplier shall require the executed subcontractor affidavit to become a part of the agreement between the Supplier and each such subcontractor. The Supplier agrees to maintain records of each subcontractor attestation required hereunder for inspection by the Department at any time."

7 TITLE VI –as applied through the Civil Rights Restoration Act of 1987

The CITY OF GRIFFIN, GEORGIA, in accordance with Title VI of the Civil Rights Act of 1964, 42 U.S.C. 2000d to 2000d-4, as amended by The Civil Rights Restoration Act of 1987, hereby notifies all suppliers that no person shall on the grounds of race, color, national origin, sex, age, and handicap/disability, be excluded from participation in, be denied the benefits of, or be otherwise subjected to discrimination under any program or activity conducted by the CITY regardless of whether those programs, services, and activities are federally-funded or not. Further, it will affirmatively ensure that in any contract entered into pursuant to this advertisement, disadvantaged business enterprises as defined at 49 CFR Part 23 will be afforded full opportunity to submit bids in response to this invitation and will not be discriminated against on the grounds of race, color, national origin, sex, age, handicap/disabled in consideration for an award.

Please separate and use the following pages with your response submittal. Additional pages may be used as needed. Thank you for your interest and participation in this opportunity.

CITY OF GRIFFIN, GEORGIA

RESPONSE SUBMITTAL COVER

RFP #23-021

For

City of Griffin Telecommunications Repair RFP

Submitted by:

Name of Company:

Mailing Address:

City/State/Zip:

Phone (including area code):

E-mail:

Submittal Deadline:
May 23, 2023 at 2:00 P.M.

FAILURE TO RETURN THIS PAGE AS PART OF YOUR SUBMISSION MAY RESULT IN REJECTION OF RESPONSE

SUPPLIER DISCLOSURES
23-021

All solicitations MUST contain signed and notarized statement of non-Collusion and non-Conflict of Interest. Any YES response for other disclosures must be detailed and attached to this sheet as part of your submittal. Reference to 'Supplier' denotes the organization submitting the response as well as the principal representing the organization.

Collusion. Collusion exists when two or more parties act together to achieve a fraudulent or unlawful act. Collusion inhibits free and open competition and is in violation of antitrust laws. I certify that this RFP response is genuine and is not a collusive or sham proposal. I further state that:

- The prepared response is made without prior understanding, agreement, or connection with any corporation, firm, or person submitting an RFP or offer for the same supplies, labor, services, construction, materials or equipment to be furnished or professional or consultant services, and is in all respects fair and without collusion or fraud; and
- The price(s) submitted has/have been arrived at independently and without consultation, communication or agreement with any other supplier, supplier or potential responder to the solicitation; and
- No attempt has been made or will be made to induce any company or person to refrain from responding to this solicitation, or to induce them to submit a budget that is higher than the budget in this solicitation, or to submit any intentionally high or noncompetitive response or other form of nonresponsive submittal; and
- I understand collusive bidding is a violation of city, state and federal law and can result in fines, prison sentences, and civil damages awards. I also certify that I am authorized to sign for this Supplier.

Conflict of interest. A Conflict of Interest exists when personal interests interfere in any way with the best interest of the City. This can arise if any agent of the City or their families will receive a monetary or other type of benefit based on the award of this project or if any supplier has an unfair competitive advantage over other suppliers. A conflict is also perceived if any previous history would make it impossible for the supplier to objectively fulfill the obligations associated with this project.

I certify that there is no known conflict of interest with the City or any employee or agent of the City. There is presently no interest and no interest shall be acquired that would directly or indirectly conflict in any manner with the performance of this solicitation, should it be awarded.

_____
Company Name

_____ _____
Signature of Authorized official of company **Printed Name**

Sworn to and subscribed before me this____ day of_____ , 20_ .

Notary Public: _____

County:_____

Commission Expires: _____

OTHER SUPPLIER DISCLOSURES

Any response of 'Yes' must be explained in full (separate sheet may be used).

___ **Debarment.** Supplier certifies that neither it or its subcontractors is presently debarred, suspended, proposed for debarment, declared ineligible, or otherwise excluded from doing business with any government agency. Has the Supplier been deemed ineligible from participating in any business with any government agency in the past five (5) years?

___ **Litigation.** Within the past five (5) years, has the Supplier been the subject of or party to any civil or criminal proceedings or investigations based on wrongful death, fraud, theft, breach of contract, safety, misrepresentation or any other conduct?

___ **Financial stability.** Financial stability demonstrates that the Supplier has the resources to complete and the ability to remain in business for the duration of the subsequent contract. Has any petition of bankruptcy, orders or judgment been filed against the supplier in the past five (5) years?

___ **Liquidated Damages.** Liquidated Damages are types of compensation designed to reimburse the City for certain problems or delays associated with a project; it serves as protection to both parties in the form of 'contract completion insurance'. Has the Supplier been assessed any liquidated damages or defaulted on any project with a government agency in the past five (5) years?

___ **OSHA.** Has the Supplier been cited for any OSHA violations in the past five (5) years?

___ **COMMUNICATIONS.** Has the Supplier communicated OR discussed pricing with anyone associated with the City, other than Procurement, since the solicitation was published?

SUPPLIER ACKNOWLEDGEMENTS *(please initial)*

____ **Resources.** We agree that we have the resources needed for the satisfactory completion of the project.

____ **Exceptions.** All deviations and exceptions to this RFP must be expressly stated in writing and attached as an Exception page. The absence of any exceptions assures the City of their full agreement and compliance with all specifications, terms and conditions, requirements and obligations of this RFP.

____ **Occupational Tax License.** If a City of Griffin Occupational Tax License is needed in order to fulfill the project, we will obtain such license prior to the confirmation of contract.

____ **Insurance.** We understand the insurance requirements noted and are prepared to supply the required insurance endorsements for these requirements prior to the confirmation of contract.

____ **Terms and Conditions.** The specifications, as well as the terms and conditions of this Request for Proposal shall be incorporated as an integral part of the final contract.

The Supplier has examined, carefully studied and hereby acknowledges the Specifications and any Addenda and agrees to provide the required services in accordance with this proposal. **The Supplier agrees to all specification items listed unless specifically noted on an Exceptions page**. The Supplier further certifies that they are not currently debarred from submitting proposals by any agency of the State of Georgia or the federal government.

Specifications . . . . . Acknowledgement _____

Addendum No. _____ dated _____ Acknowledgement _____

Addendum No. _____ dated _____ Acknowledgement _____

Addendum No. _____ dated _____ Acknowledgement _____

Suppliers must acknowledge the Specifications and any issued addenda. Responses which fail to acknowledge the Supplier's receipt of any addendum will result in the rejection of the RFP if the addendum contained information which substantively changes the City's requirements.

RFP RESPONSE SIGNATURE

I am registered (and compliant) with the City's online registration system: Yes ___ Not yet ___
The City cannot award to a supplier that is not registered and compliant.

NAME OF COMPANY: _____

MAILING ADDRESS: _____

CITY /STATE/ZIP: _____

PHONE (including area code): _____ E-MAIL: _____

_____
AUTHORIZED SIGNATURE TITLE

_____
NAME (PRINTED) TITLE (PRINTED)

FAILURE TO RETURN THIS PAGE AS PART OF YOUR RFP DOCUMENT MAY RESULT IN REJECTION OF RESPONSE. THIS FORM MUST BE COMPLETED FOR EACH RFP SUBMITTAL EVEN IF YOU ARE CONSIDERED TO BE A CURRENT SUPPLIER.

REFERENCES

The City of Griffin requests a minimum of three references where work of a similar size and scope has been completed within the past 3-4 years.

REFERENCE 1:
Company Name: _____

Brief Description of Project: _____

Completion Date: _____

Contact Person: _____

Telephone: _____ E-mail: _____

REFERENCE 2:
Company Name: _____

Brief Description of Project: _____

Completion Date: _____

Contact Person: _____

Telephone: _____ E-mail: _____

REFERENCE 3:
Company Name: _____

Brief Description of Project: _____

Completion Date: _____

Contact Person: _____

Telephone: _____ E-mail: _____

COMPLETED BY:
Company Name: _____

Contact Person: _____
(Signature) (Printed Name)

STATE OF GEORGIA
CITY OF GRIFFIN

TAX COMPLIANCE FORM*

**Must be completed for all RFPs with an aggregate total of more than $99,000.00.*

INSTRUCTIONS TO SUPPLIERS

Please complete the following information:

- Supplier's Name: _____
- Physical Location Address: _____
  _____
- Federal Identification Number (FEI): _____
- Have you ever been registered in the State of Georgia? _____
- If so, please provide the following information, if applicable:
  - State Taxpayer Identification Number (STI): _____
  - Sales and Use Tax Number: _____
  - Withholding Tax Number: _____
- What type of service will you perform? _____
- Will you sell any tangible personal property or goods? _____
- Supplier's Affiliate's Name: _____
  - FEI: _____
  - STI: _____
  - Sales and Use Tax Number: _____
  - Withholding Tax Number: _____

  If there is more than one affiliate, please attach a separate sheet listing the information above.
- Person responsible for handling supplier's tax issues (such as the CFO, the company tax officer, etc.):
  - Name: _____
  - Telephone Number: _____
  - E-mail Address: _____

NOTICE TO SUPPLIER:

In the event the supplier is considered for contract award, the information provided on this form will be submitted to the Georgia Department of Revenue ("DOR") for a determination as to whether the supplier is a "prohibited source" (as defined by O.C.G.A. §50-5-82) or whether there are any other outstanding tax issues. MISSING, INCOMPLETE, OR ERRONEOUS DATA MAY DELAY OR PROHIBIT VERIFICATION OF YOUR ELIGIBILITY FOR CONTRACT AWARD. NO PROHIBITED SOURCE MAY RECEIVE CONTRACT AWARD; THEREFORE, YOU ARE STRONGLY ENCOURAGED TO CHECK YOUR TAX STATUS NOW AND RESOLVE ANY OUTSTANDING TAX LIABILITIES AND/OR MISSING TAX RETURNS.

SUPPLIER'S RFP/RFP CHECKLIST

___1 **Read the *entire* document,** paying close attention to critical items such as: supplies/services required; submittal dates; number of copies required for submittal; contract requirements (e.g. bonding and insurance requirements); etc. Note that all RFP specific information noted in Section I or in a special Specification section, if there is one, take precedence over the general terms and conditions listed in Section II.

___2 **Note the Procurement Agent's name and e-mail address.** With the exception of written technical questions sent to the project manager, the Procurement agent is the only person you are allowed to communicate with regarding the RFP/RFP from inception until after award.

___3 **Attend the pre-proposal conference** if one is offered. These conferences provide a valuable opportunity to ask clarifying questions, obtain a better understanding of the project, or to notify the City of any ambiguities, inconsistencies, or errors in the RFP/RFP. Pre-RFP conferences are not usually mandatory, but are a source of important information and attendance at them (as well as any other RFP-related meetings) are considered part of the evaluation criteria.

___4 **Take advantage of the 'question / answer' period.** Submit your questions to the Procurement Agent (or Project Manager and copy the Procurement Agent) by the due date listed in the *Schedule of Events.* Even though you may get a direct response for questions you have asked, a formal addendum will be issued to address any substantive questions so all suppliers will have access to the additional pertinent information.

___5 **Follow the format required in the RFP/RFP** when answering questions and item details. Provide point-by-point responses to all sections in a clear, concise manner and in the order they were requested.

___6 **Provide complete answers/descriptions.** Read and answer **all** questions and requirements. Make sure all items have a response, even if it is a 'n/a'. Don't assume the City or evaluation committee will know what your company capabilities are or what items/services you can provide, even if you have previously contracted with the City. Proposal submissions are evaluated based solely on the information and materials provided in your response.

___7 **Use the forms provided**, e.g. cover page, cost proposal form, standard forms, registration, etc. Make sure to include all required forms (in the proper order) with your submission. You do not need to send a copy of the RFP itself with your response.

___8 **Supplier registration.** Supplier registration includes both information needed by the City and affidavits/ information required by the State of Georgia. The City cannot award an RFP to a supplier with incomplete registration. Registration is now done online and you can check to see if your profile is compliant (has both EV affidavit and W9) by logging in with your user-id and password. Even if you are not providing labor and do not need an E-Verify number, you will need to note the appropriate reason and sign.

___9 **Check the City website for RFP addenda.** All addenda issued for the RFP are posted on the City's website under the associated RFP posting. Do not assume that if you received an individual notification of the RFP, you will receive all addenda. Notifications are a courtesy effort and the City cannot guarantee that an email notification will reach all of the intended recipients. Before submitting your response, check the website at http://www.cityofgriffin.com (select 'Resources', then 'RFP Opportunities') to confirm if any addenda were issued for the RFP. If so, you must acknowledge each addendum on the Response document.

__10 **Review and read the RFP document again** to make sure that you have addressed all requirements. Once the RFP deadline has been met, you will be unable to make changes to your response. Your original response and the requested copies must be identical and complete. The copies are provided to the evaluation committee members and will be used to rank your response.

__11 **'Package' your response in the recommended order** of section 1.4. When response submittals are packaged in the same manner, evaluators are able to review them in a more timely, thorough and equitable manner.

__12 **Submit your response on time.** Note all the dates and times listed in the *Schedule of Events* and within the document, and be sure to submit all required items on time. Late submissions will not be accepted.

This checklist is provided for assistance only and does not need to be submitted with the Supplier's Response.

SUPPLIER REGISTRATION

Supplier Registration with the City of Griffin consists of the following:

The City of Griffin now has online self-service registration, via Vendor Registry. In order to be registered as a City of Griffin supplier, you must access the registration via the City's site. This will give you the opportunity to keep your information accurate and current. It also permits unlimited NIGP commodity codes, allowing for notifications based on your specific business criteria. In addition to the visibility to the City, this service will allow for other agencies in our area to have visibility of your company and it will allow you to have visibility of opportunities from other agencies in our area. There is no charge for this basic service, but you do have the option to automatically expand your visibility to other areas for a small fee to Vendor Registry at any time.

TO REGISTER:

- ✓ Please visit our website at www.cityofgriffin.com
- ✓ Select "Resources"
- ✓ Select "Register my Business with the City"
- ✓ Complete your registration by following the instructions provided
    - Two documents (forms included below) will be required to be **uploaded online** before your registration is complete. They are:

- **Supplier Affidavit** – This document is also referred to as the E-Verify affidavit and has been updated to reflect new laws that have recently gone into effect. An E-Verify (EV) number is REQUIRED by the State of Georgia (OCGA § 13-10-91) if you provide labor or services to the City that is valued in excess of $2,499.99. In addition to the EV number and signature, the affidavit must be notarized. If you are a sole proprietor or your company provides only products, simply initial the statement that applies to your situation and sign. **There is no need to notarize the affidavit unless you provide your EV number**.
- **W-9** – This document supplies the Employer Identification Number (EIN) or the Social Security (SS) number of the supplier.

Note: *If you have problems getting registered, Vendor Registry is available to answer questions and help get you registered; they can be reached toll-free at (865) 777-4337. The City is also available to help.*

If you are registered on Vendor Registry with another agency other than City of Griffin, you can 'piggyback' off of your existing profile to create a profile for Griffin. Contact Vendor Registry or our Procurement office for help in creating this new record.

STATE OF GEORGIA
CITY OF GRIFFIN

CONTRACTOR (*E-VERIFY*) AFFIDAVIT AND AGREEMENT

Please initial the appropriate statement for your current and future business relations with the City of Griffin, sign and have notarized if applicable (one must be initialed):

A) ____ My company provides products only for the City (no physical labor or services).

B) ____ I am a sole proprietor and have no employees.

C) ____ My company is providing labor or services on a one-time basis that amounts to under $2,500.00.

D) ____ My company provides labor or services to the City and I have supplied the EV number below (notarization below is required).

_____

BY: Authorized Officer or Agent *Printed Name* *Date*

_____

Company / Contractor Name *Title of Authorized Officer or Agent of Contractor*

While the City requests a signed affidavit from every supplier, only those that provide labor or services that could amount to $2,500 or more to the City (item D above) MUST supply the actual E-Verify number issued by Homeland Security and have this affidavit notarized.

****

NOTARIZATION REQUIRED FOR E-VERIFY NUMBER SUBMISSIONS:

COMES NOW before me, the undersigned officer duly authorized to administer oaths, the undersigned contractor, who, after being duly sworn, states as follows:

By executing this affidavit, the undersigned contractor verifies its compliance with O.C.G.A. § 13-10-91 and Georgia Department of Labor Rule 300-10-1-.02, stating affirmatively that the individual, firm, or corporation which is contracting with the City has registered with and is participating in a federal work authorization program in accordance with the applicability provisions and deadlines established in O.C.G.A. § 13-10-91 and Georgia Department of Labor Rule 300-10-1-.02. Furthermore, the undersigned contractor will continue to use the federal work authorization program throughout the contract period.

The undersigned contractor further agrees that, should it employ or contract with any subcontractor(s) in connection with the physical performance of services pursuant to the contract with the City of Griffin, Georgia, of which this affidavit is a part, the undersigned contractor will secure from such subcontractor(s) similar verification of compliance with O.C.G.A. § 13-10-91 and Georgia Department of Labor Rule 300-10-1-.02 through the subcontractor's execution of the subcontractor affidavit required by Georgia Department of Labor Rule 300-10-1-.08 or a substantially similar subcontractor affidavit. The undersigned contractor further agrees to maintain records of such compliance and provide a copy of each such verification to the City at the time the subcontractor(s) is retained to perform such service.

_____

EEV / (*E-Verify # issued by Homeland Security IF checked above*)

Sworn to and subscribed before me

This _____ day of _____, 20 ___

Notary Public _____

My commission expires: _____

* Any of the electronic verification of work authorization programs operated by the United States Department of Homeland Security or any equivalent federal work authorization program operated by the United States Department of Homeland Security to verify information of newly hired employees, pursuant to the Immigration Reform and Control Act of 1986 (IRCA), P.L. 99-603. As of the effective date of O.C.G.A. § 13-10-91, the applicable federal work authorization program is the "EEV / Basic Pilot Program" operated by the U.S. Citizenship and Immigration Services Bureau of the U.S. Department of Homeland Security, in conjunction with the Social Security Administration (SSA).

SUBCONTRACTOR (*E-VERIFY*) AFFIDAVIT AND AGREEMENT

_____

BY: Authorized Officer or Agent *Printed Name* *Date*

_____

Company / SubContractor Name *Title of Authorized Officer or Agent of SubContractor*

While the City requests a signed affidavit from every supplier, only those that provide labor or services that could amount to $2,500 or more to the City (item D above) MUST supply the actual E-Verify number issued by Homeland Security and have this affidavit notarized.

****

NOTARIZATION REQUIRED FOR E-VERIFY NUMBER SUBMISSIONS:

COMES NOW before me, the undersigned officer duly authorized to administer oaths, the undersigned contractor, who, after being duly sworn, states as follows:

By executing this affidavit, the undersigned subcontractor verifies its compliance with O.C.G.A. § 13-10-91, stating affirmatively that the individual, firm or corporation which is engaged in the physical performance of services under a contract with _____ (Contractor) on behalf of _____ (Public Employer) has registered with, is authorized to use and uses the federal work authorization program commonly known as E-Verify, or any subsequent replacement program, in accordance with the applicable provisions and deadlines established in O.C.G.A. § 13-10-91. Furthermore, the undersigned subcontractor will continue to use the federal work authorization program throughout the contract period and the undersigned subcontractor will contract for the physical performance of services in satisfaction of such contract only with sub-subcontractors who present an affidavit to the subcontractor with the information required by O.C.G.A. § 13-10-91(b). Additionally, the undersigned subcontractor will forward notice of the receipt of an affidavit from a sub-subcontractor to the contractor within five business days of receipt. If the undersigned subcontractor receives notice of receipt of an affidavit from any sub-subcontractor that has contracted with a sub-contractor to forward, within five business days of receipt, a copy of such notice to the contractor. Subcontractor hereby attests that its federal work authorization user identification number and date of authorization are as follows:

_____

EEV / (*E-Verify # issued by Homeland Security IF checked above*)

Sworn to and subscribed before me

This _____ day of _____, 20 ___

Notary Public _____

My commission expires: _____

* Any of the electronic verification of work authorization programs operated by the United States Department of Homeland Security or any equivalent federal work authorization program operated by the United States Department of Homeland Security to verify information of newly hired employees, pursuant to the Immigration Reform and Control Act of 1986 (IRCA), P.L. 99-603. As of the effective date of O.C.G.A. § 13-10-91, the applicable federal work authorization program is the "EEV / Basic Pilot Program" operated by the U.S. Citizenship and Immigration Services Bureau of the U.S. Department of Homeland Security, in conjunction with the Social Security Administration (SSA).

Griffin Growing TOGETHER

STATE OF GEORGIA
CITY OF GRIFFIN

SUB-SUBCONTRACTOR (*E-VERIFY*) AFFIDAVIT AND AGREEMENT

_____

BY: Authorized Officer or Agent *Printed Name* *Date*

_____

Company / SubContractor Name *Title of Authorized Officer or Agent of SubContractor*

While the City requests a signed affidavit from every supplier, only those that provide labor or services that could amount to $2,500 or more to the City (item D above) MUST supply the actual E-Verify number issued by Homeland Security and have this affidavit notarized.

****

NOTARIZATION REQUIRED FOR E-VERIFY NUMBER SUBMISSIONS:

COMES NOW before me, the undersigned officer duly authorized to administer oaths, the undersigned contractor, who, after being duly sworn, states as follows:

By executing this affidavit, the undersigned sub-subcontractor verifies its compliance with O.C.G.A. § 13-10-91, stating affirmatively that the individual, firm or corporation which is engaged in the physical performance of services under a contract with _____ (Subcontractor or Sub-subcontractor with whom subcontractor has privity of contract) and _____ Contractor) on behalf of _____ (Public Employer) has registered with, is authorized to use and uses the federal work authorization program commonly known as E-Verify, or any subsequent replacement program, in accordance with the applicable provisions and deadlines established in O.C.G.A. § 13-10-91. Furthermore, the undersigned sub-subcontractor will continue to use the federal work authorization program throughout the contract period and the undersigned sub-subcontractor will contract for the physical performance of services in satisfaction of such contract only with sub-subcontractors who present an affidavit to the sub-subcontractor with the information required by O.C.G.A. § 13-10-91(b). The undersigned sub-subcontractor shall submit, at the time of such contract, this affidavit to (Subcontractor or Sub-subcontractor with whom subcontractor has privity of contract). Additionally, the undersigned sub-subcontractor will forward notice of the receipt of any affidavit from a sub-subcontractor to (Subcontractor or Sub-subcontractor with whom the subcontractor has privity of contract). Sub-subcontractor hereby attests that its federal work authorization user identification number and date of authorization are as follows:

_____

EEV / (*E-Verify # issued by Homeland Security IF checked above*)

Sworn to and subscribed before me

This _____ day of _____, 20 ___

Notary Public _____

My commission expires: _____

* Any of the electronic verification of work authorization programs operated by the United States Department of Homeland Security or any equivalent federal work authorization program operated by the United States Department of Homeland Security to verify information of newly hired employees, pursuant to the Immigration Reform and Control Act of 1986 (IRCA), P.L. 99-603. As of the effective date of O.C.G.A. § 13-10-91, the applicable federal work authorization program is the "EEV *I* Basic Pilot Program" operated by the U.S. Citizenship and Immigration Services Bureau of the U.S. Department of Homeland Security, in conjunction with the Social Security Administration (SSA).

TELECOMMUNICATIONS REPAIR & MAINTENANCE SERVICES AGREEMENT

This Telecommunications Repair & Maintenance Services Agreement (hereinafter, "Agreement"), effective June 14, 2023, by and between **CITY OF GRIFFIN, GA,** a Georgia municipal corporation located in Spalding County (hereinafter, "City") and **FOUR SEASONS CABLE CONSTRUCTION** (hereinafter, "Contractor") (hereinafter, collectively, "Parties") provides as follows:

WHEREAS, the City desires to retain a telecommunications repair contractor to complete repairs to the City's fiber network causes by a tornado disaster in January 2023;

WHEREAS, the City also desires to retain a telecommunications repair contractor to complete as-needed, on-going maintenance and repair services;

WHEREAS, the Contractor, in response to a competitive solicitation via a Request for Proposals, has submitted to the City in the manner and time specified, a sealed Proposal in accordance with the terms of the Request for Proposals, all of which are incorporated in and become terms of this Agreement;

WHEREAS, the City, in the manner prescribed by law, has publicly opened, examined and reviewed the Proposals submitted and, as a result of such review, has determined and declared the Contractor to be the successful bidder for said work, and has duly awarded to the Contractor this Contract;

NOW, THEREFORE, in consideration of the mutual covenants contained herein and other good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, the parties herby agree as follows:

1. **Term.**

The term of this agreement shall be for one (1) year, beginning June 14, 2023 and ending on June 13, 2024 ("Initial Term"), unless sooner terminated as provided herein. At the expiration of the Initial Term, this Contract shall automatically renew for up to four (4) successive one (1) year Renewal Term(s), for a total possible contract life of five (5) years, unless either party provides the other with a notice of non-renewal prior to the end of the Initial Term or then-current Renewal Term.

2. **Scope of Work.**

(a) General Requirements of Scope of Work Applicable to All Services

(i) Discuss an overview of daily work tasks with the Telecommunications Manager;

(ii) Set-up proper traffic control;

(iii) Complete and sign tailboards daily;

(iv) Complete all paperwork required by the Telecommunications Department's Standard Operating Procedures (SOP);

(v) Discuss location and work to be completed with the Telecommunications Manager;

(vi) Communicate with any and all customers in conflict of work location;

(vii) Install new fiber, anchors, and hardware using the Telecommunications Department's specifications;

(viii) All work will be communicated through the correct channels for proper and safe work practices;

(ix) Proper PPE shall be mandatory and worn at all times;

(x) Vendor must complete tasks within a safe and timely manner;

(xi) Vendor must possess all necessary equipment, including but not limited to, fusion splicers, splice trailers, aerial lifts, digger derricks, excavators, pole trailers, traffic control signs, barricades, and cones, as needed;

(xii) Vendor must abide by al OSHA rules and regulations as well as the Telecommunications Department policy and procedures;

(xiii) During emergency work, Vendor must abide by same requirements as Telecommunications Department mutual aid partners in the event of a natural disaster;

(xiv) In the event of a Natural Disaster or Emergency Assistance, vendor agrees to invoice for labor and equipment using the descriptions for manpower and equipment requested by the City;

(xv) Vendor shall use its own equipment and apparatus, and City shall reimburse the Vendor for such use at a mutually agreed upon rate, not to significantly exceed prevailing rental rates;

(xvi) Vendor must be willing to respond within a 12-hour notice in the event of a natural disaster.

(b) Repair of Fiber Network Caused by January 2023 Storm Event

Contractor shall furnish telecommunications repair services related to the January 2023 storm event in accordance with Section (2)(a) of this Agreement at the price and locations set forth in Exhibit "A" of this Contract.

(c) On-Going Maintenance & Repair Services

In the event the City has need for Contractor's maintenance or repair services, the City shall deliver to Contractor a "Request for Maintenance" stating, with reasonable specificity, the needs, including location(s) and description of the work being requested. Upon receiving the Request, Contractor shall provide an estimated cost within a reasonable amount of time. If the City approves of the estimated cost, the City shall provide written authorization to proceed. If the Contractor cannot, for whatever reason, provide the services requested, the Contractor shall notify the City as soon as practicable.

Upon receipt of the written authorization to proceed, Contractor shall furnish telecommunications maintenance and repair to the City pursuant to the terms of this Agreement, the Request for Proposal No. 23-021, attached as Exhibit "C", and the pricing and work proposal attached and incorporated as Exhibit "B". Nothing herein shall be interpreted to bind the City to use the Contractor for telecommunications repair or maintenance services or to prioritize Contractor when contemplating requests for services. This Agreement is expressly not contingent upon a

declaration of a major disaster or emergency by the federal government or upon receiving federal funds.

3. **Compensation for Services.**

The Contractor shall be compensated for services provided to the City under the terms of this Contract and in accordance with the pricing proposals set forth in Exhibit "A" and Exhibit "B", as applicable. The Pricing Proposal set forth in Exhibit "B" shall remain in effect for the Initial Term of this Contract and thereafter, unless Contractor provides the City with a "Notice of Rate Change" at least forty-five (45) days prior to the expiration of the then-current Contract term. The Contractor shall provide the City, or the City's authorized representatives, access to any books, documents, papers, and records, electronic or otherwise, which are directly pertinent to this Agreement for the purpose of making audits, examinations, excerpts, and transcriptions. The Contractor shall retain records relating to this Contract for three (3) years after termination and all other pending matters are closed.

4. **General Terms.**

a. Insurance. The Contractor shall maintain and provide all insurance requirements in accordance with the terms of the Request for Proposal No. 23-021, attached as Exhibit "C", more specifically the requirements set forth in Section 5. Contractor shall provide insurance for its tools and equipment at its own cost and shall waive all rights again the City, its representative, other contractors, or architects of any tier for damages or losses to such tools and equipment, however caused.

b. Standard of Care; Hold Harmless; Indemnity. The services shall be conducted by the Contractor consistent with the level of care and skill ordinarily exercised by providers of the same services acting under similar circumstances and conditions. The Contractor shall indemnify and hold the City harmless from all damages or suits or actions brought against the City as a result of any act or failure to act by the Contractor, its agents, servants, or employees.

c. Invoice to the City. Within ninety (90) days of the completion of the work required by the "Request for Aid" (i.e. return to home work station of all labor and equipment of the Contractor), Contractor shall submit to the City an invoice of all charges related to the aid provided pursuant to this Contract. The invoice shall contain only charges related to the aid provided pursuant to this Contract and the event identified in the Request for Aid. The invoice shall contain all of the information required in Section 4.3 of the RFP attached as Exhibit "A."

d. Assignment. Contractor shall not assign, subcontractor, or otherwise delegate any portion of the Agreement of the work hereunder, including any proceeds from or any interest herein, without the prior written consent of Contractor.

e. Warranties and Guarantees. Contractor warrants to the City that materials and equipment furnished under this Agreement will be of good quality and new unless the Contract Documents require or permit otherwise. Contractor further warrants that the work will conform to the requirements of the Contract Documents and all applicable laws, building codes, plans and specifications, and manufacturer's standards and recommendations and will be free from defects, except for those inherent in the quality of the work the Contract Documents require or permit. Work, materials, or

equipment not conforming to these requirements, including substitutions not properly approved and authorized, may be considered defective. Contractor's warranty excludes remedy for damage or defect caused by abuse, alterations to the work not executed by the Contractor, improper or insufficient maintenance, improper operation, or normal wear and tear under normal usage. If required by the City, Architect, or the City's other contractors, the Contractor shall furnish satisfactory evidence as to the kind and quality of materials and equipment. This warranty shall be in addition to and not in limitation of any other warranty or remedy required by law or the Contract Documents. In the event any portion of the work is deemed defective, Contractor shall immediately restore or repair that portion of the work in accordance with the Contract Documents, or pay the reasonable cost to a third-party to complete. City shall have the right to withhold payment for defective work not remedied. Payment to Contractor shall not be construed as an acceptance of any defective work.

f. Default.

i. Contractor shall be in default of the Agreement if it:

1. Fails to adequately supervise or provide sufficient skilled workers or materials of the proper quality and quantity;
2. Fails to timely complete the work or adhere to the project schedule as it may be modified;
3. Delays, stops, or interferences with the work of the project, including any administration thereof;
4. Becomes a debtor in a voluntary or involuntary bankruptcy, becomes insolvent, declares a liquidation of its assets, makes a general assignment for the benefit of creditors, or otherwise acknowledges its insolvency;
5. Fails to timely pay its workers, subcontractors, or suppliers;
6. Fails to comply with the safety provisions of this Agreement or disregards laws, rules, regulations, or orders of any public authority having jurisdiction; or
7. Otherwise is in material breach of a provision of this Agreement and such event is not cured within forty-eight (48) hours following delivery of written notice by the City.

ii. Following a default, and in addition to any other remedies available to it, Contractor may:

1. Remedy the default by providing such materials, workers, tools, equipment, and/or supervision as shall be deemed necessary by City to pursue the work with due diligence and deduct such cost from any monies due Contractor under the Agreement;
2. Take possession and/or use of all materials or other equipment of any kind whatsoever needed to complete the work;
3. Terminate the Agreement, but not waive or release any rights or remedies against Contractor or its sureties, and employ any and all persons and materials necessary to complete the work only to mitigate the default;

4. Take any other action City deems appropriate.

iii. In any event, upon default, Contractor shall not be entitled to receive any further payment under this Agreement until the work is completely finished, at which time, if the unpaid balance of the amount to be paid under this Agreement shall exceed the expense incurred by the City in finishing the work, and any costs associated therewith, such excess shall be paid by City to Contractor. If such expense and cost exceed such unpaid balance, the Contractor shall pay the difference to the City. The expense incurred by the City shall include, but not be limited to, the cost of furnishing materials and finishing the work, along with any associated administrative costs deemed appropriate by the City, and any other damage incurred through the default of Contractor, including reasonable attorney's fees.

g. Legal Fees. To the fullest extent permitted by law and without limiting any other provision here, the prevailing party shall be entitled to recovery form the other party its costs, including reasonable attorneys' and expert witness fees, incurred in connection with prosecuting against or defending claims asserted by the other party in any action or proceeding.

h. Entire Agreement. This Contract constitutes the entire agreement between the parties and supersedes any and all prior written or oral agreements existing between the parties. The Contract Documents which comprise and supplement the Contract between the City and the Contractor consist of the following documents (listed in order of precedence) which are made part of this Contract as fully as if disclosed and written at length.

i. This Contract;
ii. Exhibit "A" – Four Seasons Storm Repair Proposal for January 2023 Damage
iii. Exhibit "B" – Four Seasons On-Going Maintenance Proposal & Prices
iv. Exhibit "C" – Request for Proposals No. 23-021, Pages 1-24
v. Exhibit "D" - 2 CFR 200 CONTRACT PROVISIONS;
vi. All "Requests for Maintenance," together with Contractor's estimate and the City's written authorization to proceed, as contemplated by Section (2)(c) of this Agreement, which may be provided to Contractor now or in the future.

Any conflict in the terms of these documents which make up the contract shall be resolved in order of priority listed above. This Contract may be amended only by written instrument signed by both parties.

i. Counterparts. The Signatories may execute this Contract in one or more counterparts, with each counterpart being deemed an original Contract, but with all counterparts being considered one Contract.

j. Termination. This Contract may be terminated by either party upon thirty (30) days' notice to the other party. The City reserves the right to terminate this Contract for either cause or convenience. Irrespective of which party terminates, or the cause thereof, the City shall compensate the Contractor for service provided up to the time of termination.

k. Compliance with Applicable Law; 2 CFR 200 Contract Provisions. Contractor acknowledges that, FEMA financial assistance may be used to fund certain work order

under this Emergency Agreement. Contractor agrees to comply with all applicable Federal laws, regulations, executive orders, and FEMA policies, procedures, and directives as applicable. The Parties further agree to comply with all applicable state and local laws, regulations, codes, ordinances, and proclamations. Contractor expressly agrees to comply with the provision set forth in Exhibit "C" attached and incorporated herein when performing work related to a Request for Aid for which a State or Federal Emergency is declared.

l. Notice. Any notice to be given under this Agreement shall be in writing and may be affected by personal delivery, email, or by next day delivery through FedEx or other reputable, overnight courier service, in each case delivered or addressed to the receiving party as set forth below:

Contractor:
Four Seasons Cable Construction
3345 Williamson Rd.
Williamson, GA 30292

City:
City of Griffin
C/O IT Department (Telecommunications)
100 S. Hill St.
P.O. Box T
Griffin, GA 30224

[REMAINDER OF PAGE INTENTIONALLY BLANK]

m. Survival. All obligations arising prior to the termination of this Contract and all provisions of this Agreement allocating responsibility or liability between the City and the Contractor shall survive the completion of the services hereunder and the termination of this Agreement.

IN WITNESS WHEREOF, the undersigned parties have hereby caused this Contract to be duly executed on the dates set forth below:

CITY OF GRIFFIN, GEORGIA

By: _____
Douglas S. Hollberg

Title: Mayor

Date: _____

Attest: _____
Jessica O'Connor, Secretary

(SEAL)

Approved as to Form:

Andrew J. Whalen, III
_____
Andrew J. Whalen, III, City Attorney

FOUR SEASONS CABLE CONSTRUCTION

By: James H. Mar

Title: Owner

Date: 6-9-2023

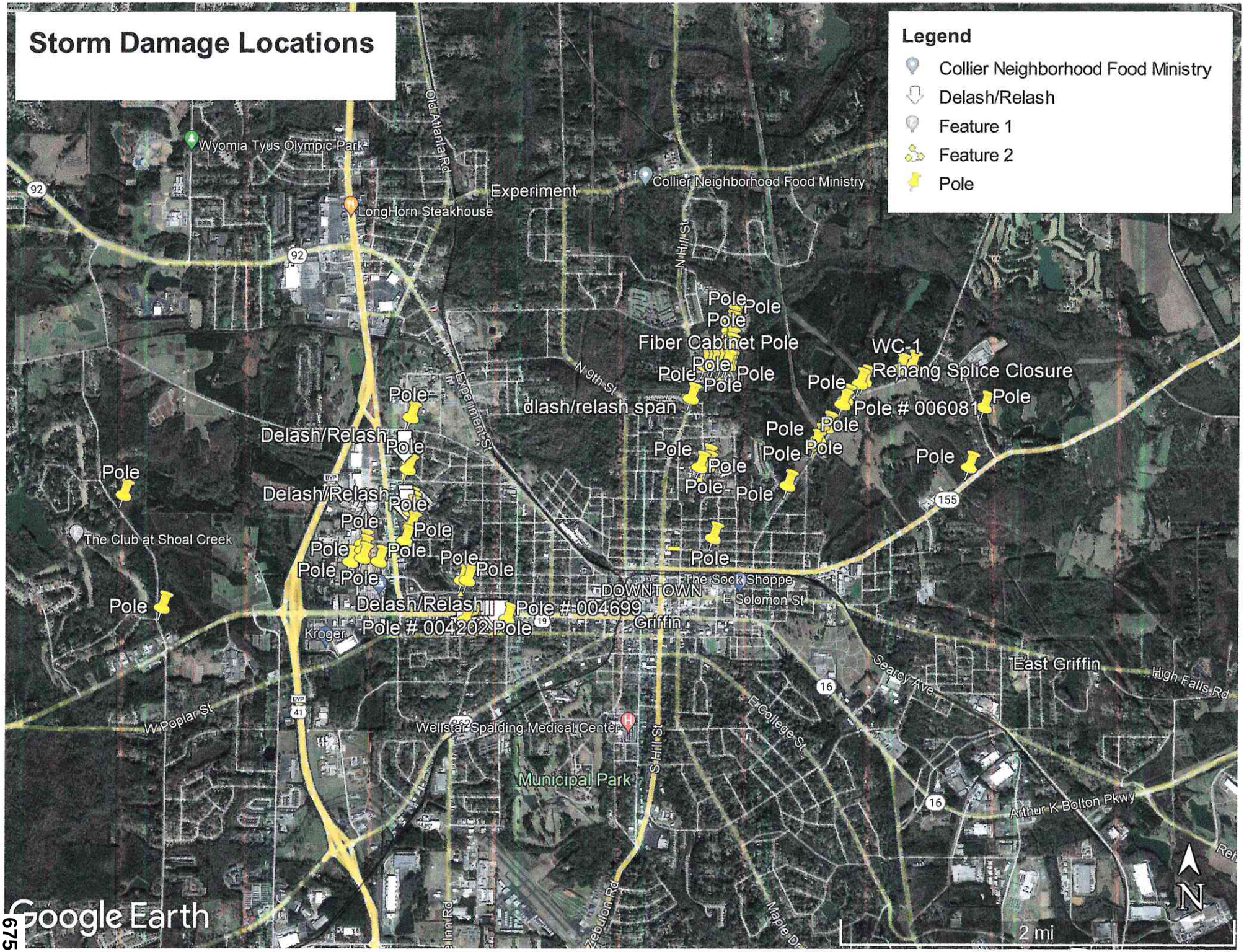
Four Seasons Cable Construction
3345 Williamson Road
Williamson, Georgia 30292
Phone: (770) 229-5450 Cell: (770) 757-4677

City of Griffin
Storm Damage

Exhibit "A"

Restoration Pricing - Input Pricing in Gray Column For Each Unit

Unit	Total	Pricing Each	Total Price
Dlash/Relash Per Ft.	2886	$2.20	$6,349.20
WC-1	11	$150.00	$1,650.00
WC-2	0		$0.00
W-HACO	2	$250.00	$500.00
HACO	2	$250.00	$500.00
HO-1	912	$32.00	$29,184.00
PE1-3G	7	$125.00	$875.00
PF1-5A	2	$210.00	$420.00
PM11	7	$22.00	$154.00
PM2A	16	$22.00	$352.00
PE2-3G	1	$300.00	$300.00
CO(48)(10M)	2050	$2.75	$5,637.50
BM80	6	$200.00	$1,200.00
ADSS (144)	600	$1.67	$1,002.00
PMSS	3	$300.00	$900.00
Rehang ADSS Fiber	100	$2.50	$250.00
Relash Fiber	310	$2.10	$651.00
Rehang Closure	3	$370.00	$1,110.00
Rehang SEO Drop	3	$70.00	$210.00
Resag Fiber Span	190	$60.00	$11,400.00
Wreck Out & Disposal Up To	10000	$1.00	$10,000.00
Total			$72,644.70


Storm Damage Locations
Legend
Collier Neighborhood Food Ministry
Delash/Relash
Feature 1
Feature 2
Pole
Wyomia Tyus Olympic Park
Old Atlanta Rd
Experiment
LongHorn Steakhouse
Collier Neighborhood Food Ministry
N Hill St
Pole
Fiber Cabinet Pole
WC-1
Rehang Splice Closure
N 9th St
dlash/relash span
Pole # 006081
Experiment St
Delash/Relash
The Club at Shoal Creek
DOWNTOWN
Griffin
The Sock Shoppe
E Solomon St
Pole # 004699
Pole # 004202
Kroger
Wellstar Spalding Medical Center
Municipal Park
S Hill St
E College St
Searcy Ave
East Griffin
High Falls Rd
W Poplar St
Arthur K Bolton Pkwy
Zebulon Rd
Maple Dr
Google Earth
2 mi
N

Four Seasons Cable Construction
3345 Williamson Road
Williamson, Georgia 30292
Phone (770) 229-5450

Exhibit "B"

May 25, 2023

PROPOSAL TO

City Of Griffin
IT DEPARTMENT
100 South Hill Street
Griffin, Georgia 30224

JOB Emergency / Maintenance - City of Griffin Fiber System

Description

Labor Aerial & Equipment
See attached Hourly Aerial & Equipment price sheet
Hourly rate includes up to 1 T-40 - 1 F550
Emergency response job site arrival time - 30 minutes up to 6 hours
Invoicing starts from 1st notification and ends when vehicle/equipment returns to garage location
Invoicing to include work locations and description of work performed

Labor Underground & Equipment
See attached Hourly Underground & Equipment price sheet
Hourly rate includes up to 1 Excavator - 1 F550
Emergency response job site arrival time - 30 minutes up to 6 hours
Invoicing starts from 1st notification and ends when vehicle/equipment returns to garage location
Invoicing to include work locations and description of work performed
All boring will be charged at contracting price

Labor Splicing & Equipment
See attached Hourly Splicing & Equipment price sheet
Hourly rate includes up to 1 F250 - 1 Splice Trailer - Fusion Splicer
Emergency response job site arrival time - 30 minutes up to 6 hours
Invoicing starts from 1st notification and ends when vehicle/equipment returns to garage location
Invoicing to include work locations and description of work performed

Labor Additional
See attached Hourly Additional
Hourly rate includes up to 1 F550
Emergency response job site arrival time - 30 minutes up to 6 hours
Invoicing starts from 1st notification and ends when vehicle/equipment returns to garage location
Invoicing to include work locations and description of work performed

Material
Invoicing above will include an additional charge and material description

Four Seasons Cable Construction
3345 Williamson Road
Williamson, GA 30292

Date	5/25/2023
	Unit Pricing

Bill To:
City Of Griffin
IT Department
100 South Hill Street
Griffin, Georgia 30224

Site Loc.	City of Griffin Fiber System
Job #	

Job Code	Quantity	Hourly Aerial & Equipment	Rate	Amount
	1.00000	8 Hours	$ 2,500.00	$ 2,500.00
	0.96785	7 3/4 Hours	$ 2,500.00	$ 2,419.63
	0.93750	7 1/2 Hours	$ 2,500.00	$ 2,343.75
	0.90625	7 1/4 Hours	$ 2,500.00	$ 2,265.63
	0.87500	7 Hours	$ 2,500.00	$ 2,187.50
	0.84375	6 3/4 Hours	$ 2,500.00	$ 2,109.38
	0.81250	6 1/2 Hours	$ 2,500.00	$ 2,031.25
	0.78125	6 1/4 Hours	$ 2,500.00	$ 1,953.13
	0.75000	6 Hours	$ 2,500.00	$ 1,875.00
	0.71875	5 3/4 Hours	$ 2,500.00	$ 1,796.88
	0.68750	5 1/2 Hours	$ 2,500.00	$ 1,718.75
	0.65625	5 1/4 Hours	$ 2,500.00	$ 1,640.63
	0.62500	5 Hours	$ 2,500.00	$ 1,562.50
	0.59375	4 3/4 Hours	$ 2,500.00	$ 1,484.38
	0.56250	4 1/2 Hours	$ 2,500.00	$ 1,406.25
	0.53125	4 1/4 Hours	$ 2,500.00	$ 1,328.13
	0.50000	4 Hours	$ 2,500.00	$ 1,250.00
	0.46875	3 3/4 Hours	$ 2,500.00	$ 1,171.88
	0.43750	3 1/2 Hours	$ 2,500.00	$ 1,093.75
	0.40625	3 1/4 Hours	$ 2,500.00	$ 1,015.63
	0.37500	3 Hours	$ 2,500.00	$ 937.50
	0.34375	2 3/4 Hours	$ 2,500.00	$ 859.38
	0.31250	2 1/2 Hours	$ 2,500.00	$ 781.25
	0.28125	2 1/4 Hours	$ 2,500.00	$ 703.13
	0.25000	2 Hours	$ 2,500.00	$ 625.00
	0.21875	1 3/4 Hours	$ 2,500.00	$ 546.88
	0.18750	1 1/2 Hours	$ 2,500.00	$ 468.75
	0.15625	1 1/4 Hours	$ 2,500.00	$ 390.63
	0.12500	1 Hours	$ 2,500.00	$ 312.50
	0.09375	3/4 Hours	$ 2,500.00	$ 234.38
	0.06250	1/2 Hours	$ 2,500.00	$ 156.25
	0.03125	1/4 Hours	$ 2,500.00	$ 78.13

Four Seasons Cable Construction
3345 Williamson Road
Williamson, GA 30292

Date	5/25/2023
	Unit Pricing

Bill To:
City Of Griffin
IT Department
100 South Hill Street
Griffin, Georgia 30224

Site Loc.	City of Griffin Fiber System
Job #	

Job Code	Quantity	Hourly Underground & Equipment	Rate	Amount
	1.00000	8 Hours	$ 2,800.00	$ 2,800.00
	0.96785	7 3/4 Hours	$ 2,800.00	$ 2,709.98
	0.93750	7 1/2 Hours	$ 2,800.00	$ 2,625.00
	0.90625	7 1/4 Hours	$ 2,800.00	$ 2,537.50
	0.87500	7 Hours	$ 2,800.00	$ 2,450.00
	0.84375	6 3/4 Hours	$ 2,800.00	$ 2,362.50
	0.81250	6 1/2 Hours	$ 2,800.00	$ 2,275.00
	0.78125	6 1/4 Hours	$ 2,800.00	$ 2,187.50
	0.75000	6 Hours	$ 2,800.00	$ 2,100.00
	0.71875	5 3/4 Hours	$ 2,800.00	$ 2,012.50
	0.68750	5 1/2 Hours	$ 2,800.00	$ 1,925.00
	0.65625	5 1/4 Hours	$ 2,800.00	$ 1,837.50
	0.62500	5 Hours	$ 2,800.00	$ 1,750.00
	0.59375	4 3/4 Hours	$ 2,800.00	$ 1,662.50
	0.56250	4 1/2 Hours	$ 2,800.00	$ 1,575.00
	0.53125	4 1/4 Hours	$ 2,800.00	$ 1,487.50
	0.50000	4 Hours	$ 2,800.00	$ 1,400.00
	0.46875	3 3/4 Hours	$ 2,800.00	$ 1,312.50
	0.43750	3 1/2 Hours	$ 2,800.00	$ 1,225.00
	0.40625	3 1/4 Hours	$ 2,800.00	$ 1,137.50
	0.37500	3 Hours	$ 2,800.00	$ 1,050.00
	0.34375	2 3/4 Hours	$ 2,800.00	$ 962.50
	0.31250	2 1/2 Hours	$ 2,800.00	$ 875.00
	0.28125	2 1/4 Hours	$ 2,800.00	$ 787.50
	0.25000	2 Hours	$ 2,800.00	$ 700.00
	0.21875	1 3/4 Hours	$ 2,800.00	$ 612.50
	0.18750	1 1/2 Hours	$ 2,800.00	$ 525.00
	0.15625	1 1/4 Hours	$ 2,800.00	$ 437.50
	0.12500	1 Hours	$ 2,800.00	$ 350.00
	0.09375	3/4 Hours	$ 2,800.00	$ 262.50
	0.06250	1/2 Hours	$ 2,800.00	$ 175.00
	0.03125	1/4 Hours	$ 2,800.00	$ 87.50

Four Seasons Cable Construction
3345 Williamson Road
Williamson, GA 30292

Date	5/25/2023
	Unit Pricing

Bill To:
City Of Griffin
IT Department
100 South Hill Street
Griffin, Georgia 30224

Site Loc.	City of Griffin Fiber System
Job #	

Job Code	Quantity	Hourly Splicing & Equipment	Rate	Amount
	1.00000	8 Hours	$ 2,000.00	$ 2,000.00
	0.96785	7 3/4 Hours	$ 2,000.00	$ 1,935.70
	0.93750	7 1/2 Hours	$ 2,000.00	$ 1,875.00
	0.90625	7 1/4 Hours	$ 2,000.00	$ 1,812.50
	0.87500	7 Hours	$ 2,000.00	$ 1,750.00
	0.84375	6 3/4 Hours	$ 2,000.00	$ 1,687.50
	0.81250	6 1/2 Hours	$ 2,000.00	$ 1,625.00
	0.78125	6 1/4 Hours	$ 2,000.00	$ 1,562.50
	0.75000	6 Hours	$ 2,000.00	$ 1,500.00
	0.71875	5 3/4 Hours	$ 2,000.00	$ 1,437.50
	0.68750	5 1/2 Hours	$ 2,000.00	$ 1,375.00
	0.65625	5 1/4 Hours	$ 2,000.00	$ 1,312.50
	0.62500	5 Hours	$ 2,000.00	$ 1,250.00
	0.59375	4 3/4 Hours	$ 2,000.00	$ 1,187.50
	0.56250	4 1/2 Hours	$ 2,000.00	$ 1,125.00
	0.53125	4 1/4 Hours	$ 2,000.00	$ 1,062.50
	0.50000	4 Hours	$ 2,000.00	$ 1,000.00
	0.46875	3 3/4 Hours	$ 2,000.00	$ 937.50
	0.43750	3 1/2 Hours	$ 2,000.00	$ 875.00
	0.40625	3 1/4 Hours	$ 2,000.00	$ 812.50
	0.37500	3 Hours	$ 2,000.00	$ 750.00
	0.34375	2 3/4 Hours	$ 2,000.00	$ 687.50
	0.31250	2 1/2 Hours	$ 2,000.00	$ 625.00
	0.28125	2 1/4 Hours	$ 2,000.00	$ 562.50
	0.25000	2 Hours	$ 2,000.00	$ 500.00
	0.21875	1 3/4 Hours	$ 2,000.00	$ 437.50
	0.18750	1 1/2 Hours	$ 2,000.00	$ 375.00
	0.15625	1 1/4 Hours	$ 2,000.00	$ 312.50
	0.12500	1 Hours	$ 2,000.00	$ 250.00
	0.09375	3/4 Hours	$ 2,000.00	$ 187.50
	0.06250	1/2 Hours	$ 2,000.00	$ 125.00
	0.03125	1/4 Hours	$ 2,000.00	$ 62.50

Four Seasons Cable Construction
3345 Williamson Road
Williamson, GA 30292

Date	5/25/2023
	Unit Pricing

Bill To:
City Of Griffin
IT Department
100 South Hill Street
Griffin, Georgia 30224

Site Loc.	City of Griffin Fiber System
Job #	

Job Code	Quantity	Hourly Additional	Rate	Amount
	1.00000	8 Hours	$ 800.00	$ 800.00
	0.96785	7 3/4 Hours	$ 800.00	$ 774.28
	0.93750	7 1/2 Hours	$ 800.00	$ 750.00
	0.90625	7 1/4 Hours	$ 800.00	$ 725.00
	0.87500	7 Hours	$ 800.00	$ 700.00
	0.84375	6 3/4 Hours	$ 800.00	$ 675.00
	0.81250	6 1/2 Hours	$ 800.00	$ 650.00
	0.78125	6 1/4 Hours	$ 800.00	$ 625.00
	0.75000	6 Hours	$ 800.00	$ 600.00
	0.71875	5 3/4 Hours	$ 800.00	$ 575.00
	0.68750	5 1/2 Hours	$ 800.00	$ 550.00
	0.65625	5 1/4 Hours	$ 800.00	$ 525.00
	0.62500	5 Hours	$ 800.00	$ 500.00
	0.59375	4 3/4 Hours	$ 800.00	$ 475.00
	0.56250	4 1/2 Hours	$ 800.00	$ 450.00
	0.53125	4 1/4 Hours	$ 800.00	$ 425.00
	0.50000	4 Hours	$ 800.00	$ 400.00
	0.46875	3 3/4 Hours	$ 800.00	$ 375.00
	0.43750	3 1/2 Hours	$ 800.00	$ 350.00
	0.40625	3 1/4 Hours	$ 800.00	$ 325.00
	0.37500	3 Hours	$ 800.00	$ 300.00
	0.34375	2 3/4 Hours	$ 800.00	$ 275.00
	0.31250	2 1/2 Hours	$ 800.00	$ 250.00
	0.28125	2 1/4 Hours	$ 800.00	$ 225.00
	0.25000	2 Hours	$ 800.00	$ 200.00
	0.21875	1 3/4 Hours	$ 800.00	$ 175.00
	0.18750	1 1/2 Hours	$ 800.00	$ 150.00
	0.15625	1 1/4 Hours	$ 800.00	$ 125.00
	0.12500	1 Hours	$ 800.00	$ 100.00
	0.09375	3/4 Hours	$ 800.00	$ 75.00
	0.06250	1/2 Hours	$ 800.00	$ 50.00
	0.03125	1/4 Hours	$ 800.00	$ 25.00

Exhibit "C"

CITY OF GRIFFIN, GEORGIA

REQUEST FOR PROPOSAL

RFP #23-021

FOR

City of Griffin Telecommunications Repair RFP

For all questions about this RFP contact:

Sherri Huggins, Purchasing Coordinator
shuggins@cityofgriffin.com

Deadline:
May 23, 2023 at 2:00 P.M.

IMPORTANT
SUBMITTAL REQUIREMENT

Submittals must be properly labeled to ensure they are not inadvertently opened before the designated time. Affix the label below to the outside of the sealed submittal envelope or delivery package.

If the label below is not used (i.e. in case of some delivery services), it is the supplier's responsibility to ensure that the information is on the OUTSIDE of the delivery package. Submissions that do not comply may be rejected.

Submittals must also include the required number of copies specified in section 1.2.

Please make sure either the label below or the information on the label appears on the **OUTSIDE of the delivery package** and is clearly visible. There may be multiple solicitations open at any given time and if the sender organization and request for proposal number are not discernable, your response may not be recorded as properly received.

RESPONSE SUBMITTAL

DELIVER TO:
CITY OF GRIFFIN
PROCUREMENT – 3RD FLOOR
100 S HILL STREET
PO BOX T
GRIFFIN, GA 30224

RFP/PROPOSAL #: 23-021

RFP/PROPOSAL NAME: City of Griffin Telecommunications Repair RFP

DUE ON OR BEFORE: May 23, 2023

COMPANY NAME: _____

COMPANY ADDRESS: _____

CONTACT NAME: _____

CONTACT PHONE & EMAIL: _____

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CITY OF GRIFFIN, GEORGIA
REQUEST FOR PROPOSAL
23-021
City of Griffin Telecommunications Repair RFP

1. SECTION I – REQUEST FOR PROPOSAL INFORMATION

Information in this section is proposal-specific. Any conflicting information stipulated in this section shall supersede the General Terms & Conditions noted in Sections II - VII.

1.1. PURPOSE

The City of Griffin is seeking soliciting proposals from qualified vendors for repair to their fiber network caused by recent storms that occurred in January of 2023 as well as on-going maintenance and repair work. This work consists primarily of splicing, de-lash & re-lashing existing fiber, rehanging ADSS fiber and splice closures, some minor strand & fiber replacement, and attaching fiber to new poles which is currently laying in J-hooks.

The City will supply major materials needed for work (see attachment for current materials in Griffin stock). Contractor will be expected to supply miscellaneous materials such as pole framing and bonding hardware (for strand & ADSS), splicing materials, lashing wire, etc. The attached KMZ gives estimated number and location of cleanup areas. Once inspected from the air, additional work may be required. This work will need to be approved by the city before proceeding.

1.2. SCHEDULE & SUMMARY

This Request for Proposal will be governed by the following schedule and criteria:

	DATES
Release of Request	Friday, April 21, 2023
Pre-Bid Meeting*	No
Questions due	Thursday, May 11, 2023 by 12:00PM
Bids due	Tuesday, May 23, 2023 by 2:00 PM
Copies of Bid Response Required	Four, in addition to one original
Public opening	Yes, Tuesday, May 23, 2023 at 2:01 PM
Bonds required	Yes, Performance/Payment Bonds ONLY are required prior to contract *(item 3.8)*
Project Manager	Chris Sprayberry
Purchasing Coordinator	Sherri Huggins

* The purpose of this meeting will be to provide those interested with an oral presentation of the City's requirements and to allow for the presentation of questions. Although attendance at the pre-bid meeting is not mandatory, it is considered as part of the evaluation criteria and attendance or non-attendance will receive either bonus points or demerits applied to the evaluation scores. All interested parties are 'strongly' urged to attend. No other meeting is planned.

1.3 SCOPE OF WORK

SCOPE OF WORK REQUIREMENTS:

1. Discuss with the Telecommunications Manager on an overview of daily work tasks.
2. Set-up proper traffic control.
3. Complete and sign tailboards daily.
4. Complete all paper work within the Telecommunication Department's SOP.
5. Communicate with the Telecommunications Manager on location and work to be completed.
6. Communicate with any/all customers in conflict of work location.
7. Install new fiber, anchors, and hardware using the Telecommunication Department's specifications.
8. All work will be communicated through the correct channels for proper and safe work practices.
9. Proper PPE is mandatory at all times.
10. Vendor must complete tasks within a safe, timely manner.
11. Vendor must possess all necessary equipment such as; but not limited to, fusion splicers, splice trailers, aerial lifts, digger derricks, excavators, pole trailers, traffic control signs, barricades and cones.
12. Vendor must abide by all OSHA rules and regulations as well as the Telecommunications Department policy and procedures.
13. During emergency work; Vendor must abide by same requirements as Telecommunications Department mutual aid partners in the event of a natural disaster.
14. In the event of a Natural Disaster or Emergency Assistance, vendor agrees to invoice for labor and equipment within the description below for manpower and equipment.
15. The City of Griffin will reimburse the Vendor for use of equipment and apparatus at a mutually agreed upon rate, not to significantly exceed prevailing rental rates.
16. Vendor must be willing to respond within a 12-hour notice in the event of a natural disaster.

REQUIREMENTS FOR DAMAGE TO THE TELECOMMUNICATIONS NETWORK FROM THE JANUARY 2023 STORMS

Complete and return the "Griffin FEMA Storm damage template.xlsx" by entering rates in the "pricing each" column on the spreadsheet. The "Griffin FEMA Storm damage template.xlsx" contains all known damages caused by the January 2023 storms. The attached "Griffin FEMA Restoration.KMZ" identifies all know locations for those damages.

ON-GOING REPAIR AND MAINTEANCE REQUIREMENTS:

Complete and return attached "Master Pricing Template.xlsx" spreadsheet by entering labor rates in the "labor" column for all work units.

Submit a pricing schedule for hourly crew work rates for: splices crews, underground crews and aerial crews.

It is anticipated that the Agreement between the City of Griffin, GA and the Successful Bidder will contain the above-mentioned scope of work. The full scope of services will be defined within the contract executed with the City of Griffin, GA.

1.4 PACKAGING/SUBMISSION REQUIREMENTS

The following information and/or documents MUST be included with the supplier's response and in the order listed below:

a. ___ Information/Cover Page (*supplied*)
b. ___ RFP Response Disclosures & Acknowledgement sheet (*supplied*). **Note: Non-Collusion and Conflict of Interest Disclosures section must be notarized**
c. ___ Contractor Specific Information & Documentation
    1) *Qualifications:* Provide information on the firm's qualifications and prior experience that relates to this RFP;
    2) *Project Approach:* Describe the Firm's approach with regard to these services;
    3) *Similar Project:* Submit a list of contracts beginning and completion dates of at least two (2) disaster recovery projects of similar size and debris yield/estimate;
    4) *Work-in-Progress:* Submit a list of current work-in-progress with contract amounts and a list of work currently awarded by not yet started;
    5) *Quality Control*: Submit information describing your firm's quality control program;
    6) *Job Site Security*: Describe how your company will provide job site security;
    7) *Sample Contract:* Submit a sample contract for the performance of the work outlined in this RFP; and
    8) *Other:* Include any other pertinent information that may be used by the City to evaluate the Firm's proposal.
d. ___ Master Pricing Template Pricing Sheet (supplied)
e. ___ Griffin FEMA Storm damage template Pricing Sheet (supplied)
f. ___ Sheet for hourly crew work rates for: splicing, underground and aerial
g. ___ References Sheet (*supplied*)
h. ___ Tax Compliance form (*supplied*)
i. ___ Company Registration paperwork – **to be done online***
j. ___ Contractor Affidavit – **an additional copy (showing as notarized) of the Contractor (EV) affidavit must be included with response**
k. ____ Subcontractor Affidavit (if applicable)
l. ___ Sub-subcontractor Affidavit (if applicable)

* If a complete and compliant *(both required documents uploaded)* registration has been submitted online, you may include a statement that you have a completed registration on file. Instructions and forms for registration may be found on the City's website under Resources.

A checklist for your convenience has been provided at the end of this document. This checklist is for your convenience only and should not be returned with the submittal.

1.5 EVALUATION CRITERIA

The City reserves the right to offer an award based on any combination of factors it determines to be in the best interests of the City and the City Residents. Price will be a factor, but it will not be the sole determining factor in awarding the bid. The City may award the proposal to the Firm demonstrating the most complete response and demonstrating full compliance with the specifications in accordance with procurement requirements set forth by the State of Georgia and the Federal Government.

The basis of selection will be the lowest responsive and responsible bid, as determined based on the Evaluation Committee's

evaluation of the Proposals, including but not limited to the following evaluation criteria:

- Past performance on similar projects in terms of quality of work, cost control, and compliance with performance schedules. This must be documented by references and other means within the bid response – 30%
- Firm qualifications and experience – 20%
- Project Approach (i.e. methodology, understanding of the work to be performed) – 20%
- Price proposal/Fee schedule (Using Pricing Sheet Provided) – 20%
- Technical approach – quality of package (requested information provided, presentation, etc.) – 10%

The City reserves the right to accept the BEST-EVALUATED RESPONSE as deemed by the Evaluation Committee, which may or may not be the lowest monetary response.

1.6. FEDERAL TERMS AND PROVISIONS REQUIRED IN CONTRACT

The following terms and conditions must appear in any contract entered into the with Successful Contractor related to the services set forth in this RFP.

1) Access to Records. The following access to records requirements applies to the Contract in addition to any requirements that may be elsewhere imposed:

   a. Contractor agrees to provide City, the Comptroller General of the United States, or any of their authorized representatives or designees, access to any books, documents papers, and records of Contractor which are directly pertinent to this Agreement for the purposes of making audits, examinations, excerpts, and transcriptions. Contractor shall keep its books documents, papers, and records available for this purpose for at least five years after this Agreement terminates or expires or such longer time as requested by City at any time prior to the expiration of the then applicable time frame. This provision does not limit the applicable statute of limitations.

   b. Contractor agrees to permit any of the foregoing parties to reproduce by any means whatsoever or to copy excerpts and transcriptions as reasonably needed.

   c. Contractor agrees to provide any of the foregoing parties access to construction or other work sites pertaining to the work being completed under this Agreement, if applicable.

   d. Contractor shall ensure that public records that are exempt or confidential and exempt from public records disclosure requirements are not disclosed except as authorized by law for the duration of the contract term and following completion of the contract if Contractor does not transfer the records to City or any authorized or designated federal representative.

2) Environmental Compliance.

   a. Contractor shall comply with all applicable standard, orders, or regulations issued pursuant to the Clean Air Act (42 U.S.C. § 1701 et seq.) and the Federal Water Pollution Control Act as amended (33 U.S.C. § 1251 et seq.).

   b. shall report all violations to City, any applicable State agencies, and the regional office of the Environmental Protection Agency.

   c. Contractor shall include these requirements in each subcontract exceeding $150,000 financed in whole or in part with federal assistance.

   d. Contractor shall comply with the mandatory standards and policies relating to energy efficiency which are contained in the state energy conservation plan issued in compliance with the Energy Policy and Conservation Act (42 U.S.C. § 6201 et seq.).

3) Contract Work Hours and Safety Standards Act.

a. *Overtime requirements*. No contractor or subcontractor contracting for any part of the contract work which may require or involve the employment of laborers or mechanics shall require or permit any such laborer or mechanic in any workweek in which he or she is employed on such work to work in excess of forty hours in such workweek unless such laborer or mechanic receives compensation at a rate not less than one and one-half times the basic rate of pay for all hours worked in excess of forty hours in such workweek.

b. *Violation; liability for unpaid wages; liquidated damages*. In the event of any violation of the clause set forth in Paragraph (a) of this section, the Contractor and any subcontractor responsible therefor shall be liable for the unpaid wages. In addition, such Contractor and any subcontractor responsible therefor shall be liable to the United States (in the case of work done under contract for the District of Columbia or a territory, to such District or to such territory) for liquidated damages. Such liquidated damages shall be computed with respect to each individual laborer or mechanic, including watchmen and guards, employed in violation of the clause set forth in Paragraph (a) of this section, in the sum of $26 for each calendar day on which such individual was required or permitted to work in excess of the standard workweek of forty hours without payment of the overtime wages required by the clause set forth in Paragraph (a) of this Section.

c. *Withholding for unpaid wages and liquidated damages*. The applicable federal funding agency shall upon its own action or upon written request of an authorized representative of the Department of Labor withhold or cause to be withheld, from any moneys payable on account of work performed by the contractor or subcontractor under any such contract or any other federal contract with the same prime contractor, or any other federally-assisted contract subject to the Contract Work Hours and Safety Standards Act, which is held by the same prime contractor, such sums as may be determined to be necessary to satisfy any liabilities of such contractor or subcontractor for unpaid wages and liquidated damages as provided in the clause set forth in Paragraph (b) of this Section.

d. *Subcontracts*. The Contractor or subcontractor shall insert in any subcontracts the clauses set forth in Paragraphs (a) through (c) of this section and also a clause requiring the subcontractors to include these clauses in any lower tier subcontracts. The prime Contractor shall be responsible for compliance by any subcontractor or lower tier subcontractor with clauses set forth in Paragraphs (a) through (c) of this Section.

4) Equal Employment Opportunity. This provision is applicable to all federally assisted construction contracts, as that term is defined at 41 C.F.R. § 60-1.3. To the extent the Agreement meets this definition, Contractor agrees as follows:

a. The Contractor will not discriminate against any employee or applicant for employment because of race, color, religion, sex, sexual orientation, gender identity, or national origin. The Contractor will take affirmative action to ensure that applicants are employed, and that employees are treated during employment without regard to their race, color, religion, sex, sexual orientation, gender identity, or national origin. Such action shall include, but not be limited to the following: employment, upgrading, demotion, or transfer; recruitment or recruitment advertising; layoff or termination; rates of pay or other forms of compensation; and selection for training, including apprenticeship. The Contractor agrees to post in conspicuous places, available to employees and applicants for employment, notices to be provided setting forth the provisions of this nondiscrimination clause.

b. The Contractor will, in all solicitations or advertisements for employees placed by or on behalf of the Contractor, state that all qualified applicants will receive consideration for employment without regard to race, color, religion, sex, sexual orientation, gender identity, or national origin.

c. The Contractor will not discharge or in any other manner discriminate against any employee or applicant for employment because such employee or applicant has inquired about, discussed, or disclosed the compensation of the employee or applicant or another employee or applicant. This provision shall not apply to instances in which an employee who has access to the compensation information of other employees or applicants as a part of such employee's essential job functions discloses the compensation of such other employees or applicants to individuals who do not

otherwise have access to such information, unless such disclosure is in response to a formal complaint or charge, in furtherance of an investigation, proceeding, hearing, or action, including an investigation conducted by the employer, or is consistent with the Contractor's legal duty to furnish information.

d. The Contractor will send to each labor union or representative of workers with which he has a collective bargaining agreement or other contract or understanding, a notice to be provided advising the said labor union or workers' representatives of the contractor's commitments under this section, and shall post copies of the notice in conspicuous places available to employees and applicants for employment.

e. The Contractor will comply with all provisions of Executive Order 11246 of September 24, 1965 and of the rules, regulations, and relevant orders of the Secretary of Labor.

f. The Contractor will furnish all information and reports required by Executive Order 11246 of September 24, 1965, and by rules, regulations, and orders of the Secretary of Labor, or pursuant thereto, and will permit access to his books, records, and accounts by the administering agency and the Secretary of Labor for purposes of investigation to ascertain compliance with such rules, regulations, and orders.

g. In the event of the Contractor's noncompliance with the nondiscrimination clauses of this contract or with any of the said rules, regulations, or orders, this contract may be cancelled, terminated, or suspended in whole or in part and the Contractor may be declared ineligible for further Government contracts or federally assisted construction contracts in accordance with procedures authorized in Executive Order 11246 of September 24, 1965, and such other sanctions may be imposed and remedies invoked as provided in Executive Order 11246 of September 24, 1965, or by rule, regulation, or order of the Secretary of Labor, or as otherwise provided by law.

h. The Contractor will include provisions in Paragraphs (a) through (g) set forth in this subsection in every subcontract or purchase order unless exempted by rules, regulations, or orders of the Secretary of Labor issued pursuant to Section 204 of Executive Order 11246 of September 24, 1965, so that such provision will be binding upon each subcontractor or vendor. The Contractor will take such action with respect to any subcontract or purchase order as the administering agency may direct as a means of enforcing such provisions, including sanctions for noncompliance; provided, however, that in the event a Contractor becomes involved in, or is threatened with, litigation with a subcontractor or vendor as a result of such direction by the administering agency, the Contractor may request the United States to enter into such litigation to protect the interests of the United States. The applicant further agrees that it will be bound by the above equal opportunity clause with respect to its own employment practices when it participates in federally assisted construction work; provided that if the applicant so participating is a State or local government, the above equal opportunity clause is not applicable to any agency, instrumentality or subdivision of such government which does not participate in work on or under the contract.

The applicant agrees that it will assist and cooperate actively with the administering agency and the Secretary of Labor in obtaining the compliance of contractors and subcontractors with the equal opportunity clause and the rules, regulations, and relevant orders of the Secretary of Labor, that it will furnish he administering agency and the Secretary of Labor such information as they may require for the supervision of such compliances, and that it will otherwise assist the administering agency in the discharge of the agency's primary responsibility for securing compliance.

The applicant further agrees that it will refrain from entering into any contract or contract medication subject to Executive Order 11246 of September 24, 1965, with a contractor debarred from, or who has no demonstrated eligibility for, Government contracts and federally assisted construction contracts pursuant to the Executive Order and will carry out such sanctions and penalties for violation of the equal opportunity clause as may be imposed upon contractors and subcontractors by the administering agency or the Secretary of Labor pursuant to Part II, Subpart D of the Executive Order. In addition, the applicant agrees that if it fails or refuses to comply with these undertaking the administering agency may take any or all of the following actions: cancel, terminate, or suspend in whole or in part this grant (contract, loan, insurance, guarantee); refrain from extending any further

assistance to the applicant under the program with respect to which the failure or refund occurred until satisfactory assurance of future compliance has been received from such applicant; and refer the case to the Department of Justice for appropriate legal proceedings.

5) Contracting with Small and Minority Businesses, Women's Business Enterprises, and Labor Surplus Area Firms.

   a. If Contractor intends to subcontract any portion of the work covered by the Agreement, Contractor must take all necessary affirmative steps to assure that small and minority businesses, women's business enterprises and labor surplus area firms are solicited and used when possible. Affirmative steps must include:

      i. Placing qualified small and minority businesses and women's business enterprises on solicitation lists;

      ii. Assuring that small and minority businesses, and women's business enterprises, are solicited whenever they are potential sources;

      iii. Dividing total requirements, when economically feasible, into smaller tasks or quantities to permit maximum participation by small and minority businesses, and women's business enterprises;

      iv. Establishing delivery schedules, where the requirement permits, which encourage participation by small and minority businesses, and women's business enterprises; and

      v. Using the services and assistance, as appropriate, of such organizations as the Small Business Administration and the Minority Business Development Agency of the Department of Commerce.

6) Immigration and Nationality Act

   a. Contractor agrees to comply with the terms of the employment provisions contained in 8 U.S.C. Section 1324A(e), Section 274A(e) of the Immigration and Nationality Act.

7) Administrative Remedies for False Claims and Statements

   a. Contractor acknowledges that 31 U.S.C. Chap. 38 (Administrative Remedies for False Claims and Statements) applies to Contractor's actions pertaining to this Agreement.

8) Remedies

   a. If any work performed and/or good delivered by Contractor fails to meet the requirements of the Agreement, any other applicable standards, codes or laws, or otherwise breaches the terms of the Agreement, the City may in its sole discretion:

      i. Elect to have Contractor re-perform or cause to be re-performed, at Contractor's sole expense, any of the work which failed to meet the requirements of the Agreement;

      ii. In the case of goods, reject the goods and require Contractor to provide replacement goods that meet the needs of City and the terms of the Agreement;

      iii. Hire another Contractor to perform the work and deduct any additional costs incurred by City as a result of substituting contractors from any amounts due to Contractor; or

      iv. Pursue and obtain any and all other available legal or equitable remedies.

   b. This Section shall in no way be interpreted to limit the City's right to pursue and obtain any and all other available legal or equitable remedies against Contractor.

9) Compliance with Applicable Laws

a. Contractor agrees to be bound by the terms of the Federally-Funded Subaward and Grant Agreement between the City and FEMA and/or the State of Georgia and any of its agencies if applicable.

b. Contractor agrees to be bound by all applicable state and federal laws, regulations, and Executive Orders.

10) Suspension and Debarment

a. Federal regulations restrict the City from contracting with parties that are debarred, suspended, or otherwise excluded from or ineligible for participation in Federal assistance programs and activities, where the contract is funded in whole or in part with federal funds. Accordingly, a contract or subcontract must not be made with any parties listed on the SAM Exclusions list. SAM Exclusions is the list maintained by the General Services Administration that contains the name of parties debarred, suspended, or otherwise excluded by agencies, as well as parties declared ineligible under certain statutory or regulatory authority. The Contractor can verify its status and the status of its principals, affiliates, and subcontractors at www.SAM.gov.

i. This Contract is a covered transaction for purposes of 2 C.F.R. pt. 180 and 2 C.F.R. pt. 3000. As such the Contractor is required to verify that none of the Contractor, its principals (defined at 2 C.F.R. § 180.995), or its affiliates (defined at 2 C.F.R. § 180.905) are excluded (defined at 2 C.F.R. § 180.940) or disqualified (defined at 2 C.F.R. § 180.935).

ii. Contractor must comply with 2 C.F.R. pt. 180, Subpart C and 2 C.F.R. pt. 3000, subpart C and must include a requirement to comply with these regulations in any lower tier covered transaction it enters into.

iii. This certification is a material representation of fact relied upon by the City. If it is later determining that the Contractor did not comply with 2 C.F.R. pt. 180, Subpart C and 2 C.F.R. pt. 3000, Subpart C, in addition to remedies available to the City, the Federal Government may pursue available remedies, including but not limited to suspension and/or debarment.

11) Byrd Anti-Lobbying Amendment

a. Contractors who apply or bid for an award of $100,000 or more shall file the required certification found below. Each tier certifies to the tier above that it will not and has not used federally appropriated funds to pay any person or organization for influencing or attempting to influence an officer or employee of any agency, a member of Congress, officer or employee of Congress, or an employee of a member of Congress in connection with obtaining any federal contract, grant, or any other award covered by 31 U.S.C. § 1352. Each tier shall also disclose any lobbying with non-federal funds that takes place in connection with obtaining any federal award. Such disclosures are forwarded from tier to tier up to the recipient.

b. The certification referenced in Paragraph (a) of this Section is below:

Certification for Contracts, Grants, Loans, and Cooperative Agreements

The undersigned certifies, to the best of his or her knowledge and belief, that:

1) No federal appropriated funds have been paid or will be paid, by or on behalf of the undersigned, to any person for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with the awarding of any federal contract, the making of any federal grant, the making of any federal loan, the entering into of any cooperative agreement, and the extension, continuation, renewal, amendment, or modification of any federal contract, grant, loan, or cooperative agreement.

2) If any funds other than federal appropriated funds have been paid or will be paid to any person for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with this federal

contract, grant, loan, or cooperative agreement, the undersigned shall complete and submit Standard Form-LLL, "Disclosure Form to Report Lobbying," in accordance with its instructions.

3) The undersigned shall require that the language of this certification be included in the award documents for all subawards at all tiers (including subcontracts, subgrants, and contracts under grants, loans, and cooperative agreements) and that all subrecipients shall certify and disclose accordingly.

This certification is a material representation of fact upon which reliance was placed when this transaction was made or entered into. Submission of this certification is a prerequisite for making or entering into this transaction imposed by Section 1352, Title 31, U.S.Code. Any person who fails to file the required certification shall be subject to a civil penalty of not less than $10,000 and not more than $100,000 for each such failure.

Contractor, _____, certifies or affirms the truthfulness and accuracy of each statement of its certification and disclosure, if any. In addition, Contractor understands and agrees that the provision of 31 U.S.C. Chap. 38, Administrative Remedies for False Claims and Statement, apply to this certification and disclosure, if any.

_____ Date: _____

Signature

Name:

Title:

CITY OF GRIFFIN, GEORGIA
REQUESTS FOR PROPOSAL
GENERAL PROVISIONS

Sections II - VII review the general terms and conditions. **Any bid-specific information noted in Section I or in the Specifications & Response Section will take precedence.**

2 SECTION II – GENERAL TERMS AND CONDITIONS

All available information, notices and addenda regarding this RFP shall be posted on the City's website. Effective July 1, 2018, House Bill 489 requires that any solicitation extended by a municipal corporation for goods and services valued at $10,000 or more and any solicitation opportunity extended for public works subject to Chapter 91 of Title 36 of the O.C.G.A. also be posted on the Georgia Procurement Registry (GPR).

It is the Supplier's responsibility to check the City's website in order to confirm they have the most current information prior to submitting a response. Subsequent to the opening, all status notices will also be posted on the City's website.

2.1 RESTRICTIONS ON COMMUNICATIONS WITH STAFF

All questions about this bid must be submitted in the following format:

- Company Name
- Question
- Citation to relevant section of the bid

All questions, including questions regarding specifications/technical issues related to the RFP and administrative issues, must be in writing to the Purchasing Coordinator for this RFP (with a 'cc' to Project Manager). The deadline for questions is noted in Section 1.2 of this RFP.

The Purchasing Coordinator and Project Manager's contact information is as follows:

Sherri Huggins
Purchasing Coordinator
City of Griffin
100 S. Hill Street
P.O. Box T, Griffin, GA 30224
Email: shuggins@cityofgriffin.com

Chris Sprayberry
Project Manager / Telecommunications Manager
City of Griffin
100 S. Hill Street
P.O. Box T, Griffin, GA 30224
Email: csprayberry@cityofgriffin.com

No questions other than written will be accepted. No response other than written will be binding upon the City. Questions will be combined into one list of questions and responses and will be posted as an addendum.

From the issue date of this request until an award has either been made or deemed closed for other reasons, institutions or individuals providing submissions are not permitted to communicate with members of the commission, the evaluation team or City employees, other than Procurement, with regard to the purpose or intent of this Request for Proposal. The exception to this is the submission of written technical questions to the Purchasing Coordinator with the Project Manager copied, or communications unrelated to this Request for Proposal which occur in the ordinary course of City business. The City reserves the right to reject the submission of the offending supplier if this provision is violated.

Any updates or changes to this and related documents will be posted on the City's website (https://vrapp.vendorregistry.com/Bids/View/BidsList?BuyerId=52b8c206-866a-4ed2-b7b8-bef7db8a901b) or by selecting "Resources" and then "Bid Opportunities" from the City home page. **It is the Supplier's responsibility to refer to the website for any addenda or other pertinent information before responding to this Request for Proposal.**

2.2 PUBLIC DISCLOSURE AND PROPRIETARY INFORMATION

All bids and any other public record with respect to solicitation shall be subject to public inspection, upon request, after the posting of the Notice of Intent to Award (NOIA) or Notice of Award (NOA). This is being done in order to protect the integrity of the procurement process unless otherwise required by law. For any Open Records requests, the City may assess fees for the costs of producing these public records as permitted by the Georgia Open Records Act.

Exceptions to the availability of information include 1) bona fide trade secrets meeting confidentiality requirements that have been properly marked and documented; 2) matters involving individual safety as determined by the City; 3) company financial information requested by the City to determine supplier responsibility; and 4) other constitutional protections. All documents that are to be proprietary and confidential are to be clearly marked as such.

Information received in response to this bid request will become the property of the City and will not be returned. If a proposer feels that any information is confidential or proprietary in nature, the proposer must prominently mark and initial such information as "PROPRIETARY INFORMATION". The City will not release or divulge such information to third parties without the consent of the Proposer unless required to do so by applicable law or order a court of competent jurisdiction.

3 SECTION III –OVERVIEW AND PROCEDURES

Sections II - VII review the general terms and conditions. **Any bid-specific information noted in Section I or in the Specifications & Response Section will take precedence.**

3.1 COMPANY BACKGROUND & EXPERIENCE

Suppliers that have not performed work for the City of Griffin in the past 2 years should provide a list of clients for whom similar services, as detailed in this bid, have been provided during the past 3-4 years. References must be for the organization or person submitting the bid. Subcontractor's references are not acceptable.

The list must include:

- Dates of service
- Name of contact person
- Title of contact person
- Phone number of contact person

The Supplier will also disclose any services terminated by the client(s) and the reason(s) for termination. Failure to provide this information will disqualify the bid submission.

3.2 REFERENCES

References should be for historical projects of similar size and scope. Details regarding these references are noted on the Reference page.

3.3 BID REQUIREMENTS

3.3.1 SPECIAL CONDITIONS

By submitting a bid response, Suppliers certify that their proposals are made without collusion or fraud and they have

not offered or received any inducements in connection with their proposals. They further agree that this solicitation and any resulting contract shall be governed in all respects by the laws of the State of Georgia and they shall comply with applicable federal, state and local laws and regulations. Any contracts or leases resulting from the award of a Bid are to be for a period of not more than one year, with four renewal options for a total period not to exceed five years. Any exceptions to this policy must be noted and agreed to by both parties in writing, prior to the issuance of the Notice of Award. Pricing must remain firm for the duration of the initial term of the resulting contract; failure to hold firm pricing for the initial contract will be considered as sufficient cause for termination. Proposal submissions must remain valid for a minimum period of ninety (90) days after the submission due date unless otherwise stipulated.

The City reserves the right to reduce or increase the scope of the project if the lowest responsible and responsive supplier's submittal is not in line with the budgeted amount for the project. The City, at its sole discretion, reserves the right to increase or decrease the scope of work to facilitate an award. This scope reduction will be enacted only if it is in the best interest of the City and constitutes no guarantee of scope.

The City also reserves the right to add to the contract any future work or purchased goods, with the agreement of the supplier, at prices offered in this bid document. This option will be enacted during the contract or within six months subsequent to the end of the contract, if in the best interest of the City and with the agreement of both parties.

3.3.2 RESPONSES

In responding to a bid, ALL item numbers with appropriate formatting must show some type of acknowledgment in order for the response to be properly evaluated. Failure to respond to all specification criteria items may be deemed as sufficient reason to reject a submission. If formatting is not provided for a response at the item level, any non-compliance must be clearly marked, detailed and included with the bid response. Any items not identified shall be deemed as in compliance. Suppliers must: 1) complete any/all required forms; 2) indicate agreement or disagreement on each mandatory requirement and, if requested, provide additional information on how the specifications will be exceeded or not met; and 3) provide complete and detailed responses to any and all non-mandatory requirement that can be fulfilled.

If determined to be in the City's best interests, a Best and Final Offer (BAFO) may be requested. A BAFO may be requested when:

- The prices for all responsive and responsible submittals exceed budget;
- No single responsive and responsible submittal meets all requirements;
- When all responses are unclear or deficient in one of more areas;
- When the grading scores of two or more submittals require additional evaluation;
- At the discretion of the evaluation team to clarify submittals or to negotiate costs or other deliverables.

3.3.3 PACKAGING OF BID

Submissions must be by the following method:
No e-mail, fax or scanned submissions will be accepted. Hard copies are to be submitted in a sealed package containing an original and the number of copies specified in Section 1. The sealed package must be labeled on the outside as follows:

(Supplier Name)
RFP # (Bid Number)
(Bid Title)

Supplier response to this bid must consist of the following documents <u>in addition to any bid-specific information requested</u> in Section 1.4:

- **Pricing**
- **Schedule of proposed work (when applicable),**
- **Completion Schedule (when applicable),**
- **Supplier Registration is to be completed online, with the following forms needing to be uploaded**
  - **Supplier Affidavit (E-Verify) (*available online*),**
  - **W-9 (*available online*),**
  - **Some responses may require an additional notarized Supplier affidavit. (See section 1.4),**
    - *The City cannot award to a supplier that is not registered and compliant,*
- **Tax Compliance form (required if over $99,000) (*supplied if required*),**
- **Reference list of a minimum of three (3) references (*supplied*).**

3.3.4 SUBMISSION OF BID

The original and specified copies of the bid response must be delivered to the Purchasing Coordinator no later than **the time and date specified in Section I. Any bid received after stated time or delivered to department other than Procurement will not be accepted. The City of Griffin will not be responsible for any responses not received by the Procurement Department prior to the deadline.**

Proposals must be submitted to:

City of Griffin
Attention: Sherri Huggins – Procurement Coordinator
P. O. Box T, Griffin, GA 30224

Or delivered to:

Attention: Sherri Huggins – Procurement Coordinator
100 S Hill Street, 3rd Floor
Griffin, GA 30223

***Note: Notify Purchasing Coordinator via email (shuggins@cityofgriffin.com) if submittal is mailed via Post Office (USPS).**

3.3.5 ALTERNATE BID DOCUMENTS

Documents prepared by the City which have been supplied for your use must be used for the submission of Bid Response where provided. The use of alternate forms that deviate from those supplied (See Section 1.4 of this RFP) may disqualify the Bid Response from consideration. If a form is not provided, the Bidder may produce their own document with the required/requested Bid Response information.

3.3.6 ADDITIONAL INFORMATION/ADDENDA

The City will issue responses to inquiries and any other corrections or amendments it deems necessary in written addenda issued prior to the bid opening date. Suppliers should not rely on any representations, statements, or explanations other than those made in this Invitation to Bid and its' addendums. Where there appears to be a conflict between the Invitation to bid and any addenda issued, the last addendum issued will prevail. It is the Supplier's responsibility to check for addendums (under Bid Opportunities) on the City's website.

Suppliers must acknowledge any issued addenda. Bids which fail to acknowledge the supplier's receipt of any addendum will result in the rejection of the bid if the addendum contains information which substantively changes the City's requirements.

3.3.7 PROPOSAL PRICING, ERRORS AND OMISSIONS

3.3.7.1 In the event there is a discrepancy between a unit price submitted and the extended price, the unit price will prevail.

3.3.7.2 All corrections, changes or erasures to the proposal submission are to be initialed in ink.

3.3.8 WITHDRAWAL OF BID

A supplier may withdraw his bid before the submittal deadline without prejudice to the supplier by submitting a written request of withdrawal to the Procurement Analyst.

3.3.9 LATE SUBMITTAL, LATE MODIFICATIONS & LATE WITHDRAWALS

Bid submittals received after the bid opening date and time will not be accepted. Modifications received after the bid opening date will not be considered. The City assumes no responsibility for the premature opening of a bid not properly addressed and identified or not delivered to the proper designation.

3.3.10 MINIMUM BID ACCEPTANCE PERIOD

Bids shall be valid and may not be withdrawn for a minimum period of 90 days from the date specified for receipt of bids. Suppliers will be asked for an 'expiration date' for the bid submitted, when appropriate. This does not impact the contract price once a bid has been awarded.

3.3.11 DISQUALIFICATION OF BIDS OR SUPPLIERS

Suppliers may be disqualified from participation in the bid process for reasons which include, but are not limited to the following:

3.3.11.1 Evidence of collusion;

3.3.11.2 Attempting to manipulate the submittal pricing for its' own benefit (i.e. pricing resulting in a failure of the City's ability to enforce the Contract or impose the remedies intended following breach by Supplier);

3.3.11.3 Being in arrears on any of its existing contracts with the City or in litigation with the City or having defaulted on a previous contract with the City;

3.3.11.4 Being in arrears on taxes owed to the State of Georgia;

3.3.11.5 Poor, defective or otherwise unsatisfactory performance of work for the City or any other party on prior projects which, in the City's judgment and sole discretion raises doubts as to Supplier's ability to properly perform the work;

3.3.11.6 Any offering of gifts, unauthorized compensation or other unethical actions to City employees with respect to interest in any business activity;

3.3.11.7 Any false statement or misrepresentation in any portion of the Bid Packet, including but not limited to, misrepresentations regarding prior or current lawsuits or OSHA violations; or

3.3.11.8 Any other cause which, in the City's judgment and sole discretion, is sufficient to justify disqualification of the supplier or the rejection of their submittal;

3.3.12 REJECTION/CANCELATION/AWARD OF BIDS

The City reserves the right to:

a) reject any and all submittals received outside the time/place stated in the notice;
b) reject any submittals which show omissions, irregularities, alteration of forms or unsolicited responses;
c) waive any minor technicalities of form, or formalities of the responses without prejudice to other responses;
d) reject any or all bids or any part thereof;
e) obtain clarification on any point in a respondent submittal or obtain additional information;
f) accept the bid that receives the best evaluation from the Evaluation Committee based on the evaluation criteria set forth within this RFP, regardless of whether or not it is the lowest bid;
g) award the bids received on the basis of individual items or on the entire list of items.

The City also reserves the right to cancel this bid at any time and will not be liable for any cost/losses incurred by the Supplier throughout this process.

Where applicable, the City reserves the right to make multiple awards or to award a contract by individual line items or alternatives, by group of line items or alternatives, or to make an aggregate award, whichever is deemed most advantageous to the City. If the City determines that an aggregate award to one supplier is not in the City's best interest, "all or none" offers will be rejected.

3.3.13 COST INCURRED BY SUPPLIERS

All expenses involved with the preparation and submission of the bid to the City, or any work performed in connection therewith, is the responsibility of the supplier(s).

3.3.14 BID OPENING

All bids will be opened on the pre-determined bid opening date. The bid details and related documents will not be publicly announced or reviewed at the bid opening; they will be turned over to an evaluation committee. No awards will be made or implied at this time. The Status field on the City's website will be updated following any change in the Bid process. Refer to section 2.1 for details regarding this Status. **Any bid-specific exceptions to the 'non-public opening' will be noted in the Schedule (section 1.2).**

3.3.15 AWARD AND RESULTING CONTRACT

Award will be made to the Supplier whose response/proposal is the best evaluated by the Evaluation Committee and which is in compliance with terms of this bid request. The quality of the articles to be supplied, their conformity with the specifications, their suitability to the requirements of the City, the delivery terms and other criteria, as well as price, will be taken into consideration in making the award.

Any resulting contract shall not be binding upon the City nor should any action be started until it has been executed by both parties and a copy of the fully executed contract has been delivered to the successful Supplier. Specifications noted in this bid request shall be incorporated into the resulting contract. The City reserves the option to prepare and negotiate its own contract, giving due consideration to the stipulations of the supplier's proposed contract and associated legal documents.

3.3.16 PROTESTS

Protest may be filed by the affected party regarding any aspect of the solicitation, evaluation or award. All protests must be in writing, include the information listed below and directed to the Procurement Department. Protests regarding the specifications or how a solicitation was written must be filed at least seventy-two (72) hours prior to the deadline. Protests regarding the validity of the evaluation team or the evaluation process must be filed within seventy-two (72) hours of the notice to bidders. Protests regarding the recommended awardee must be filed within ten (10) days of the Notice.

3.3.16.1 FILING A PROTEST

Only suppliers intending to submit a response may protest a solicitation and only suppliers that respond to a solicitation may protest the evaluation /award. All Protests must be directed to the Purchasing Coordinator, in writing, and must contain the following information in order to be valid:

- The name (company), address, telephone number and email of the protestor
- Signature and printed name of the protestor
- Identification of the solicitation and the sections contested
- A statement of reason for the protest including copies of relevant supporting documents
- A description of the remedy requested
- A decision will be rendered by Procurement. Should the protest need to be escalated, it shall continue as needed through the following stages: City Attorney, Board of Commissioners, court system.

3.4 INSPECTION AND ACCEPTANCE OF EQUIPMENT (FOR PURCHASE)

Where applicable, all items bid and furnished that are to be purchased must be completely new, free from defects and operate as intended unless otherwise specified in writing. Discontinued, remanufactured or demonstrator items will not be accepted unless specifically requested. The manufacturer's standard warranty shall be identified and copies of the warranties are to be presented upon request. In addition, all items supplied shall comply with all Federal and State regulations, applicable and effective on the date of acceptance. All items must meet or exceed all existing Federal, State and Local health, safety, lighting, emissions and noise standards.

The City reserves the right to inspect and test any equipment being offered in the bid prior to making any award. The City may also request a demonstration or site visit for evaluation purposes. The equipment delivered under this bid shall remain the property of the seller until a physical inspection of the equipment is made and accepted by the City. In the event that the equipment supplied to the City is found to be defective or does not conform to the City's specifications, the City reserves the right to cancel the order upon written notice to the seller and to return the equipment to the seller at the seller's expense.

3.5 STATEMENT OF EXPERIENCE AND QUALIFICATIONS

The supplier may be required, upon request, to prove to the satisfaction of the City that he/she has the skill and experience and the necessary facilities and ample financial resources to perform the contract(s) in a satisfactory manner and within the required time. If the available evidence of competency of any supplier is not satisfactory, the response of such supplier may be rejected. The City reserves the right to request clarifications of any response or to conduct discussions for the purpose of clarification. Any clarifications made as a result of these discussions are to be provided in writing.

3.6 NON-COLLUSION AFFIDAVIT

By submitting the notarized signature in the response, the Supplier represents and warrants that such response is genuine and real and not made in the interest or on behalf of any person not therein named. It is further warranted that the Supplier has not directly or indirectly solicited any other Supplier to put in a sham submittal, or any potential Supplier to refrain from submitting and that the Supplier has not in any manner sought by collusion to secure any advantage over any other Supplier. By submitting a response, the Supplier represents and warrants that no official or employee of City has, in any manner, an interest directly or indirectly in the RFP or in the contract which may be made

under it, or in any expected profits to arise therefrom. It is further warranted that the Supplier is independent of the City.

3.7 HOLD HARMLESS AND INDEMNIFICATION

The Supplier agrees, insofar as it legally may, to indemnify and hold harmless the City, its officers, employees and agents from and against all loss, costs, and expenses, including attorneys' fees, claims, suits and judgments in connection with injury to or death of any person or persons or loss of or damage to property resulting from any and all operations performed by Supplier, its officers, employees, and agents under any of the terms of this contract.

3.8 BID BONDS (Bid, Performance, Payment)

For any bid as required and noted in Section 1 of this bid document, a one hundred ten percent (110%) Performance bond and a one hundred ten percent (110%) Payment bond shall be furnished payable to, in favor of, and for the protection of the City. When Bid bonds are required, they must be in a sum equal to five percent (5%) of the total amount of the supplier's response and may be in the form of a surety issued bond or cashier's check made payable to the City of Griffin. Bid bonds are returned to the unsuccessful suppliers when the Notice of Award has been issued or contract has been executed. When bonding is required, failure to submit appropriate bonding will result in automatic rejection of bid. Performance and/or Payment bonds must be presented within ten (10) days of the Notice of Intent to Award or prior to the award of contract, whichever is later. Surety companies executing bonds must appear on the Treasury Department's most current publication (Circular 570 as amended) and be authorized to do business in Georgia. Unless otherwise specified, bonds shall be in effect for a period of one year from the completion of the project. The bond amounts shall be increased as the contract amount is increased. No alternative securities are currently accepted in lieu of performance or payment surety bonds.

4 SECTION IV – OTHER GENERAL SPECIFICATIONS

Sections II - VII review the general terms and conditions. **Any bid-specific information noted in Section I or in the Specifications & Response Section will take precedence.**

4.1 LIQUIDATED DAMAGES

Pursuant to O.C.G.A. § 36-91-24, it is understood that the Notice-to-Proceed and the time for completion of the work as specified are ESSENTIAL conditions of any resulting contract and that the performance and completion of this work within the specified time is vital to the City's economic interests. If the Supplier neglects, fails or refuses to complete the work within the mutually agreed time specified, the City may impose liquidated damages for each day of non-compliance past the scheduled completion date. Unless otherwise specified in Section I of this document or in the resulting contract, liquidated damages may be assessed at a rate of 1%, with a limit of $500.00 per day of non-compliance.

4.2 FORCE MAJEURE

The City and Supplier will be excused from the performance of their respective obligations under this Contract when and to the extent that their performance is delayed or prevented by any circumstances beyond their control including but not limited to, fire, flood, explosion, strikes or other labor disputes, act of God or public emergency, war, riot, order/act of any governmental authority, provided that:

4.2.1 The non-performing party gives the other party prompt written notice within three (3) business days describing the particulars of the Force Majeure including, but not limited to, the nature of the occurrence and its expected duration, and continues to furnish timely reports with respect thereto during the period of the Force Majeure;

4.2.2 The excuse of performance is of no greater scope and of no longer duration than is required by the Force Majeure;

4.2.3 No obligations of either party that arose before the Force Majeure causing the excuse of performance are excused as a result of the Force Majeure;

4.2.4 The non-performing party uses its best efforts to remedy its inability to perform. Economic hardship of the Provider will not constitute Force Majeure. The term of the Provider shall be extended by a period equal to that during which either party's performance is suspended under this Section.

The provisions of this section shall not preclude the City from canceling or terminating any resulting award (or any order for any goods or services included herein), or from revising the scope of the Work, as otherwise permitted under this RFP.

4.3 SUPPLIER'S INVOICE

4.3.1 The Supplier shall prepare and submit invoices to the attention of the project manager at: City of Griffin, Attn: *Chris Sprayberry*, PO Box T, Griffin, GA 30224. A proper invoice must include the items listed below:

(a) Name and address of the Supplier.

(b) Invoice date and invoice number. (The Supplier should date invoices as close as possible to the date of the mailing or transmission.)

(c) Purchase order number for supplies delivered or work completed.

(d) Description, quantity, unit of measure, unit price, and extended price of supplies delivered.

(e) Shipping and payment terms (e.g., shipment number and date of shipment, discount for prompt payment terms).

(f) Name and address to which payment is to be sent.

(g) Name (where practicable), title, phone number, and mailing address of person to notify in the event of a defective invoice.

(h) Any other information or documentation required by the contract (e.g., evidence of shipment).

4.3.2 A summary invoice shall be provided for all deliveries made during a billing period, identifying the delivery tickets covered therein, stating their total dollar value. A summary invoice shall be supported by receipt copies of the delivery tickets. Delivery tickets or sales slips shall contain:

(a) Name of supplier

(b) Purchase Order number

(c) Ship to Department and Address

(d) Description, Quantity, unit price, and extension of each item.

(e) Date of delivery or shipment.

4.4 TAX LIABILITY

The successful supplier will be provided with the City's Sales and Use Tax Certificate of Exemption number upon request.

4.5 PAYMENT

Payment will be made for items accepted by the City; standard terms are net 30.

4.6 ESTIMATED QUANTITIES

The quantities of items specified in the Bid Schedule are estimates only and are not purchased by this contract. If the City's requirements do not result in orders in the quantities described as "estimated", that fact shall not constitute the basis for an equitable price adjustment. Delivery shall be made only as authorized by orders issued in accordance with the Ordering clause. Subject to any limitations in the Order clause or elsewhere in this contract, the Supplier shall furnish to the City all items specified in the Bid Schedule and called for by orders issued in accordance with the Ordering clause.

4.7 ASSIGNMENT OR NOVATION OF CONTRACT

The Supplier shall not assign or transfer, whether by Assignment or Novation, any of its rights, duties, benefits, obligations, liabilities, or responsibilities under the Contract without the written consent of the City; provided, however, that assignments to banks, trust companies or other financial institutions for the purpose of securing a bond may be made without the consent of the City.

4.8 TERMINATION FOR CAUSE

The City reserves the right to terminate the resulting contract, in whole or in part, for failure to comply with any provisions of the contract as outlined by providing a written notice to the Supplier at least thirty (30) days before the effective date of termination. The Supplier will not be relieved of any outstanding responsibilities or unfinished obligations under this contract. Receipt of items by the delivery date is critical to the terms of this contract. The City considers late delivery of contract items as reasonable cause to terminate the contract.

Prior to termination, a Cure Notice will be issued by the City. The Notice will identify the problems and deadlines that need to be met to remedy the problems to avoid termination for default. If the Supplier does not respond with an acceptable action plan to remedy the default or commence to remedy the default within a period of five (5) business days (or such longer period as the City may authorize in writing) after the issuance of notice, the City may issue termination for cause.

The City retains all other legal or equitable rights or remedies existing as a result of said default, including, but not limited to, any legal process necessary to obtain any sureties securing this contract.

4.9 TERMINATION FOR CONVENIENCE

The City reserves the right to terminate the resulting contract, in whole or in part, in the event the City determines that such termination is in the best interest of the City. Any such termination shall be affected by the delivery of a notice specifying the extent to which performance of work under the contract is termination and the date upon which the termination becomes effective. Upon receipt of notice, the contractor shall immediately discontinue all services affected, unless the notice directs otherwise. The City will make payment of deliverables satisfactorily executed according to industry standards or proven loss with respect to materials, etc., but no amount shall be allowed for anticipated profit or unperformed service.

4.10 TERMINATION FOR FUND APPROPRIATION

The City may unilaterally terminate this Agreement due to a lack of funding at any time by written notice to the Supplier. In the event of the City's termination of the resulting contract for fund appropriation, the Supplier will be paid for those services actually performed. Partially completed performance of the Agreement will be compensated based upon a signed statement of completion to be submitted by the Service Provider which shall itemize each element of performance

4.11 CHANGES

All work and materials furnished for this project shall be made in conformance with the contract documents. Changes in the scope of work or the terms and conditions of this contract may be made only by written agreement of the parties. Changes that involve an alteration to the payment amounts shall not commence until approved by the City and a Change Order has been issued.

4.12 REPORTING DISPUTES

The Supplier shall report any contract disputes and/or problems to the Procurement Analyst, both verbally and in writing within 48 hours of their occurrence.

5 SECTION V –INSURANCE REQUIREMENTS

Sections II - VII review the general terms and conditions. **Any bid-specific information noted in Section I or in the Specifications & Response Section will take precedence.**

Prior to commencing work, the Supplier shall procure and maintain at their own cost and expense for the duration of the agreement the following insurance against claims for injuries to person or damages to property which may arise from or in connection with the performance of the work or services hereunder by the Supplier, his agents, representatives, employees or Subcontractors. A Certificate of Insurance (COI) and any other documents required by the City must be submitted to the City prior to the commencement of any work. In the event of failure to supply the required documentation, the City shall have the right to recover any costs or damages incurred.

The City of Griffin, its agents, elected officials, and employees shall be included as additionally named insured with respect to all liability policies herein except the professional liability coverage and worker's compensation which shall be indicated on all applicable certificates of insurance. The insurance Certificates indicated above shall carry a written notice of change cancellation and shall be submitted in a reasonable period prior to the execution of any work under this contract. It shall

be the responsibility of the Supplier to provide similar insurance for each subcontractor, or to provide evidence that each subcontractor carries his own insurance in like amounts, prior to the time such subcontractor proceeds to perform under the contract. The Supplier's insurance policy shall be primary for the additional insured, and not excess over any policy held by the additional insured.

The information described below sets forth minimum amounts and coverage and is not to be construed in any way as a limitation on the Supplier's liability.

5.1 STANDARD INSURANCE REQUIREMENTS

5.1.1 The City reserves the right to require higher insurance limits on any contract, provided notice of such requirement is stated in the solicitation.

5.1.1 *Commercial General Liability Insurance* - $1,000,000 limit per person, $2,000,000 per occurrence for property damage and bodily injury. The Supplier should indicate in the proposal and on the insurance certificate that the coverage provided is occurrence based. The City of Griffin shall be named as "additional insured" as its interest may appear and "waiver of subrogation granted". The insurance shall include coverage for the following:

- Premise/Operations
- Explosion, Collapse and Underground Property Damage Hazard (only when applicable to the project)
- Products/Completed Operations
- Contractual
- Independent Suppliers
- Broad Form Property Damage
- Personal Injury

5.1.2 *Automobile Insurance* - $1,000,000 limit per person or $2,000,000 combined single limit for property damage and personal injury.

- Owned/Leased Autos
- Non-owned Autos
- Hired Autos

5.1.3 *Umbrella Coverage*

5.1.3.1 *Workers' Compensation and Employers' Insurance* -- with benefits and monetary limits as set forth by Title 34, Chapter 9 of the O.C.G.A. Workers' Compensation coverage is required as a condition of performing work or services for the City whether or not the Supplier is otherwise required by law to provide such coverage. The Supplier shall supply the City with proof of compliance with the Workers' Compensation Act while performing work for the City by way of a COI. This proof must be received by the City **prior to** the commencement of work. If the Supplier does not meet the requirement for workers' compensation coverage, the certificate of insurance shall state that the contractor waives subrogation in regard to workers' compensation.

5.1.3.2 *Professional Liability/Errors & Omissions Insurance* - $2,000,000 or as per project (ultimate loss value per occurrence). Primarily E&O insurance is designed to protect the professional advice providers (i.e. consultants, financial services) or professional service-providing professionals (i.e. medical providers, lawyers).

5.2 OTHER INSURANCE PROVISIONS

5.2.1 All Coverage

5.2.1.1 Each insurance policy required by this clause shall be endorsed to state that coverage shall not be suspended, voided, canceled, reduced in coverage or in limits except after thirty (30) days prior written notice has been given to the City.

5.2.1.2 If the Supplier, for any reason, fails to maintain insurance coverage which is required pursuant to this Agreement, the same shall be deemed a material breach of contract. City, at its sole option, may terminate this Agreement and obtain damages from the Supplier resulting from said breach.

5.2.1.3 Alternatively, the City may purchase such required insurance coverage (but has no special obligation to do so), and without further notice to the Supplier, the City may deduct from sums due to the Supplier any premium costs advanced by City for such insurance.

5.2.2 Commercial General Liability and Automobile Liability Coverage

5.2.2.1 The City, members of its City Commission, boards, commissions and committees, officers, agents, employees and volunteers are to be covered as insured as respects: liability arising out of activities performed by or on behalf of the Supplier; products and completed operations of the Supplier; premises owned, leased or used by the Supplier or premises on which the Supplier is performing services on behalf of the City. The coverage shall contain no special limitations on the scope of protection afforded to the City, members of the City Commission, boards, commissions and committees, officers, agents, employees and volunteers.

5.2.2.2 The Supplier's insurance coverage shall be primary insurance as respects the City, members of its City Commission, boards, commissions and committees, officers, agents, employees and volunteers. Any insurance or self-insurance maintained by the City, members of its City Commission, boards, commissions and committees, officers, agents, employees and volunteers shall be excess of the Supplier's insurance and shall not contribute with it.

5.2.2.3 Any failure to comply with reporting provisions of the policies shall not affect coverage provided to the City, members of its City Commission, boards, commissions and committees, officers, agents, employees and volunteers.

5.2.2.4 Coverage shall state that Supplier's insurance shall apply separately to each insured against to whom a claim is made or suit is brought, except with respect to the limits of the insurer's liability.

5.2.3 Workers' Compensation and Employers' Liability and Property Coverage

The insurer shall agree to waive all rights of subrogation against the City, member of its' City Commission, boards, commissions and committees, officers, agents, employees and volunteers for losses arising from activities and operations of the Supplier in the performance of services under this Agreement *(see 5.1.4.1)*.

5.2.4 Deductibles and Self-Insured Retention

Any deductibles or self-insured retentions must be declared to the City.

5.2.5 Acceptability of Insurer

Insurance is to be placed with Georgia admitted 'A' rated carriers or better by A.M. Best's rating service.

5.2.6 Verification of Coverage

Supplier shall furnish the City with certificates of insurance and with original endorsements affecting coverage required by this clause. The certificates and endorsements for each policy are to be signed by a person authorized by that insurer to bind coverage on its behalf. The certificates and endorsements are to be received and approved by the City before work commences.

5.2.7 Subcontractors

Subcontractors must also be insured under the policies of insurance required herein.

6 REQUIRED IMMIGRATION/ENTITLEMENT AFFIDAVITS FOR GEORGIA

For the successful Suppliers contracting for physical labor or providing services with the City:

6.1 VENDOR/CONTRACTOR AFFIDAVIT

6.1.1 Pursuant to the Georgia Security and Immigration Compliance Act of 2006, the Supplier understands and agrees that compliance with the requirements of O.C.G.A. § 13-10-91 and Georgia Department of Labor Rule 300-10-1-.02 are conditions of this Agreement. The Supplier further agrees that such compliance shall be attested by the Supplier through execution of the contractor affidavit required by Georgia Department of Labor Rule 300-10-1-.07, or a substantially similar supplier affidavit. The Supplier's fully executed affidavit is attached hereto as an Exhibit and is incorporated into this Agreement by reference herein.

6.2 SUBCONTRACTORS

6.2.1 The Supplier understands and agrees that, in the event the Supplier employs or contracts with any subcontractor or subcontractors in connection with this Agreement, the Supplier shall:

6.2.1.1 Be responsible to the City for the acts and omissions of a sub-contractor or persons employed by said sub-contractor to the same extent that the Supplier is liable to the City.

6.2.1.2 Secure from each such subcontractor an indication of the employee number category as identified in O.C.G.A. § 13-10-91 that is applicable to the subcontractor;

6.2.1.3 Secure from each such subcontractor an attestation of the subcontractor's compliance with O.C.G.A. § 13-10-91 and Georgia Department of Labor Rule 300-10-1-.02 by causing each such subcontractor to execute the subcontractor affidavit required by Georgia Department of Labor Rule 300-10-1-.08, or a substantially similar subcontractor affidavit. The Supplier further understands and agrees that the Supplier shall require the executed subcontractor affidavit to become a part of the agreement between the Supplier and each such subcontractor. The Supplier agrees to maintain records of each subcontractor attestation required hereunder for inspection by the Department at any time."

7 TITLE VI –as applied through the Civil Rights Restoration Act of 1987

The CITY OF GRIFFIN, GEORGIA, in accordance with Title VI of the Civil Rights Act of 1964, 42 U.S.C. 2000d to 2000d-4, as amended by The Civil Rights Restoration Act of 1987, hereby notifies all suppliers that no person shall on the grounds of race, color, national origin, sex, age, and handicap/disability, be excluded from participation in, be denied the benefits of, or be otherwise subjected to discrimination under any program or activity conducted by the CITY regardless of whether those programs, services, and activities are federally-funded or not. Further, it will affirmatively ensure that in any contract entered into pursuant to this advertisement, disadvantaged business enterprises as defined at 49 CFR Part 23 will be afforded full opportunity to submit bids in response to this invitation and will not be discriminated against on the grounds of race, color, national origin, sex, age, handicap/disabled in consideration for an award.

Please separate and use the following pages with your response submittal. Additional pages may be used as needed. Thank you for your interest and participation in this opportunity.

EXHIBIT "D"
2 CFR 200 CONTRACT PROVISIONS

EQUAL EMPLOYMENT OPPORTUNITY

During the performance of this contract, the contractor agrees as follows:

(1) The contractor will not discriminate against any employee or applicant for employment because of race, color, religion, sex, sexual orientation, gender identity, or national origin. The contractor will take affirmative action to ensure that applicants are employed, and that employees are treated during employment without regard to their race, color, religion, sex, sexual orientation, gender identity, or national origin. Such action shall include, but not be limited to the following:

Employment, upgrading, demotion, or transfer; recruitment or recruitment advertising; layoff or termination; rates of pay or other forms of compensation; and selection for training, including apprenticeship. The contractor agrees to post in conspicuous places, available to employees and applicants for employment, notices to be provided setting forth the provisions of this nondiscrimination clause.

(2) The contractor will, in all solicitations or advertisements for employees placed by or on behalf of the contractor, state that all qualified applicants will receive consideration for employment without regard to race, color, religion, sex, sexual orientation, gender identity, or national origin.

(3) The contractor will not discharge or in any other manner discriminate against any employee or applicant for employment because such employee or applicant has inquired about, discussed, or disclosed the compensation of the employee or applicant or another employee or applicant. This provision shall not apply to instances in which an employee who has access to the compensation information of other employees or applicants as a part of such employee's essential job functions discloses the compensation of such other employees or applicants to individuals who do not otherwise have access to such information, unless such disclosure is in response to a formal complaint or charge, in furtherance of an investigation, proceeding, hearing, or action, including an investigation conducted by the employer, or is consistent with the contractor's legal duty to furnish information.

(4) The contractor will send to each labor union or representative of workers with which he has a collective bargaining agreement or other contract or understanding, a notice to be provided advising the said labor union or workers' representatives of the contractor's commitments under this section, and shall post copies of the notice in conspicuous places available to employees and applicants for employment.

(5) The contractor will comply with all provisions of Executive Order 11246 of September 24, 1965, and of the rules, regulations, and relevant orders of the Secretary of Labor.

(6) The contractor will furnish all information and reports required by Executive Order 11246 of September 24, 1965, and by rules, regulations, and orders of the Secretary of Labor, or pursuant thereto, and will permit access to his books, records, and accounts by the administering agency and the Secretary of Labor for purposes of investigation to ascertain compliance with such rules, regulations, and orders.

(7) In the event of the contractor's noncompliance with the nondiscrimination clauses of this contract or with any of the said rules, regulations, or orders, this contract may be canceled, terminated, or suspended in whole or in part and the contractor may be declared ineligible for further Government contracts or federally assisted construction contracts in accordance with procedures authorized in Executive Order 11246 of September 24, 1965, and such other sanctions may be imposed and remedies invoked as provided in Executive Order 11246 of September 24, 1965, or by rule, regulation, or order of the Secretary of Labor, or as otherwise

provided by law.

(8) The contractor will include the portion of the sentence immediately preceding paragraph (1) and the provisions of paragraphs (1) through (8) in every subcontract or purchase order unless exempted by rules, regulations, or orders of the Secretary of Labor issued pursuant to section 204 of Executive Order 11246 of September 24, 1965, so that such provisions will be binding upon each subcontractor or vendor. The contractor will take such action with respect to any subcontract or purchase order as the administering agency may direct as a means of enforcing such provisions, including sanctions for noncompliance. Provided, however, that in the event a contractor becomes involved in, or is threatened with, litigation with a subcontractor or vendor as a result of such direction by the administering agency, the contractor may request the United States to enter into such litigation to protect the interests of the United States.

(9) The applicant further agrees that it will be bound by the above equal opportunity clause with respect to its own employment practices when it participates in federally assisted construction work: Provided, that if the applicant so participating is a State or local government, the above equal opportunity clause is not applicable to any agency, instrumentality or subdivision of such government which does not participate in work on or under the contract.

(10) The applicant agrees that it will assist and cooperate actively with the administering agency and the Secretary of Labor in obtaining the compliance of contractors and subcontractors with the equal opportunity clause and the rules, regulations, and relevant orders of the Secretary of Labor, that it will furnish the administering agency and the Secretary of Labor such information as they may require for the supervision of such compliance, and that it will otherwise assist the administering agency in the discharge of the agency's primary responsibility for securing compliance.

(11) The applicant further agrees that it will refrain from entering into any contract or contract modification subject to Executive Order 11246 of September 24, 1965, with a contractor debarred from, or who has not demonstrated eligibility for, Government contracts and federally assisted construction contracts pursuant to the Executive Order and will carry out such sanctions and penalties for violation of the equal opportunity clause as may be imposed upon contractors and subcontractors by the administering agency or the Secretary of Labor pursuant to Part II, Subpart D of the Executive Order. In addition, the applicant agrees that if ii fails or refuses to comply with these undertakings, the administering agency may take any or all of the following actions: Cancel, terminate, or suspend in whole or in part this grant (contract, loan, insurance, guarantee); refrain from extending any further assistance to the applicant under the program with respect to which the failure or refund occurred until satisfactory assurance of future compliance has been received from such applicant; and refer the case to the Department of Justice for appropriate legal proceedings.

COMPLIANCE WITH THE CONTRACT WORK HOURS & SAFETY STANDARDS ACT

(1) Overtime requirements. No contractor or subcontractor contracting for any part of the contract work which may require or involve the employment of laborers or mechanics shall require or permit any such laborer or mechanic in any work week in which he or she is employed on such work to work in excess of forty hours in such workweek unless such laborer or mechanic receives compensation at a rate not less than one and one-half times the basic rate of pay for all hours worked in excess of forty hours in such workweek.

(2) Violation; liability for unpaid wages; liquidated damages. In the event of any violation of the clause set forth in paragraph (b)(1) of this section the contractor and any subcontractor responsible therefor shall be liable for the unpaid wages. In addition, such contractor and subcontractor shall be liable to the United States (in the case of work done under contract for the District of Columbia or a territory, to such District or to such territory), for liquidated damages. Such liquidated damages shall be computed with respect to each individual laborer or mechanic, including watchmen and guards, employed

in violation of the clause set forth in paragraph (b)(1) of this section, in the sum of $26 for each calendar day on which such individual was required or permitted to work in excess of the standard workweek of forty hours without payment of the overtime wages required by the clause set forth in paragraph (b)(1) of this section.

(3) Withholding for unpaid wages and liquidated damages. The City shall upon its own action or upon written request of an authorized representative of the Department of Labor withhold or cause to be withheld, for any moneys payable on account of work performed by the contractor or subcontractor under any such contract or any other Federal contract with the same prime contractor, or any other federally-assisted contract subject to the Contract Work Hours and Safety Standards Act, which is held by the same prime contractor, such sums as may be determined to be necessary to satisfy any liabilities of such contractor or subcontractor for unpaid wages and liquidated damages as provided in the clause set forth in paragraph (b)(2) of this section.

(4) The contractor or subcontractor shall insert in any subcontracts the clauses set forth in paragraph (b)(1) through (4) of this section and also a clause requiring the subcontractors to include these clauses in any lower tier subcontracts. The prime contractor shall be responsible for compliance by any subcontractor or lower tier subcontractor with the clauses set forth in paragraphs (b)(1) through (4) of this section.

CLEAN AIR ACT

1. The contractor agrees to comply with all applicable standards, orders or regulations issued pursuant to the Clean Air Act, as amended, 42 U.S.C. § 7401 et seq.

2. The contractor agrees to report each violation to the City and understands and agrees that the (name of the applicant entering into the contract) will, in turn, report each violation as required to assure notification to the Federal Emergency Management Agency, and the appropriate Environmental Protection Agency Regional Office.

3. The contractor agrees to include these requirements in each subcontract exceeding$150,000 financed in whole or in part with Federal assistance provided by FEMA.

FEDERAL WATER POLLUTION ACT

1. The contractor agrees to comply with all applicable standards, orders, or regulations issued pursuant to the Federal Water Pollution Control Act, as amended, 33 U.S.C. 1251 et seq.

2. The contractor agrees to report each violation to the City and understands and agrees that the City will, in turn, report each violation as required to assure notification to the Federal Emergency Management Agency, and the appropriate Environmental Protection Agency Regional Office.

3. The contractor agrees to include these requirements in each subcontract exceeding $150,000 financed in whole or in part with Federal assistance provided by FEMA.

SUSPENSION AND DEBARMENT

(1) This contract is a covered transaction for purposes of 2 C.F.R. pt. 180 and 2 C.F.R. pt. 3000. As such, the contractor is required to verify that none of the contractor's principals (defined at 2 C.F.R. § 180.995) or its affiliates (defined at 2 C.F.R. § 180.905) are excluded (defined at 2 C.F.R. § 180.940) or disqualified (defined at 2 C.F.R. § 180.935).

(2) The contractor must comply with 2 C.F.R. pt. 180, subpart C and 2 C.F.R. pt. 3000,

subpart C, and must include a requirement to comply with these regulations in any lower tier covered transaction it enters into.

(3) This certification is a material representation of fact relied upon by (insert name of recipient/subrecipient/applicant). If it is later determined that the contractor did not comply with 2 C.F.R. pt. 180, subpart C and 2 C.F.R. pt. 3000, subpart C, in addition to remedies available to (insert name of recipient/subrecipient/applicant), the Federal Government may pursue available remedies, including but not limited to suspension and/or debarment.

(4) The bidder or proposer agrees to comply with the requirements of 2 C.F.R. pt. 180, subpart C and 2 C.F.R. pt. 3000, subpart C while this offer is valid and throughout the period of any contract that may arise from this offer. The bidder or proposer further agrees to include a provision requiring such compliance in its lower tier covered transactions.

BYRD ANTI-LOBBYING AMENDMENT

Byrd Anti-Lobbying Amendment, 31 U.S.C. § 1352 (as amended)

Contractors who apply or bid for an award of $100,000 or more shall file the required certification. Each tier certifies to the tier above that it will not and has not used Federal appropriated funds to pay any person or organization for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, officer or employee of Congress, or an employee of a Member of Congress in connection with obtaining any Federal contract, grant, or any other award covered by 31 U.S.C. § 1352. Each tier shall also disclose any lobbying with non-Federal funds that takes place in connection with obtaining any Federal award. Such disclosures are forwarded from tier to tier up to the recipient who in turn will forward the certification(s) to the awarding agency.

If applicable, contractors must sign and submit to the non-federal entity the following certification.

APPENDIX A, 44 C.F.R. PART 18- CERTIFICATION REGARDING LOBBYING
Certification for Contracts, Grants, Loans, and Cooperative Agreements

The undersigned certifies, to the best of his or her knowledge and belief, that:

1. No Federal appropriated funds have been paid or will be paid, by or on behalf of the undersigned, to any person for influencing or attempting to influence an officer or employee of an agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with the awarding of any Federal contract, the making of any Federal grant, the making of any Federal loan, the entering into of any cooperative agreement, and the extension, continuation, renewal, amendment, or modification of any Federal contract, grant, loan, or cooperative agreement.

2. If any funds other than Federal appropriated funds have been paid or will be paid to any person for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with this Federal contract, grant, loan, or cooperative agreement, the undersigned shall complete and submit Standard Form-LLL, "Disclosure Form to Report Lobbying," in accordance with its instructions.

3. The undersigned shall require that the language of this certification be included in the award documents for all subawards at all tiers (including subcontracts, subgrants, and contracts under grants, loans, and cooperative agreements) and that all subrecipients shall certify and disclose accordingly.

This certification is a material representation of fact upon which reliance was placed when this transaction was made or entered into. Submission of this certification is a prerequisite for making or entering into this transaction imposed by section 1352, title 31, U.S. Code. Any person who fails to file the required certification shall be subject to a civil penalty of not less than $10,000 and not more than $100,000 for each such failure.

The Contractor, Four Seasons Cable Construction, certifies or affirms the truthfulness and accuracy of each statement of its certification and disclosure, if any. In addition, the Contractor understands and agrees that the provisions of 31 U.S.C. Chap. 38, Administrative Remedies for False Claims and Statements, apply to this certification and disclosure, if any.

James H. Moe

Signature of Contractor's Authorized Official

Owner

Name and Title of Contractor's Authorized Official

6 - 9 - 2023

Date

PROCUREMENT OF RECOVERED MATERIALS

1. In the performance of this contract, the Contractor shall make maximum use of products containing recovered materials that are EPA-designated items unless the product cannot be acquired: (i) Competitively within a timeframe providing for compliance with the contract performance schedule; (ii) Meeting contract performance requirements; or (iii) At a reasonable price.

2. Information about this requirement, along with the list of EPA designated items, is available at EPA's Comprehensive Procurement Guidelines web site, https://www.epa.gov/smm/comprehensive- procurement-guideline-cpg-program.

3. The Contractor also agrees to comply with all other applicable requirements of Section 6002 of the Solid Waste Disposal Act."

ACCESS TO RECORDS

The following access to records requirements apply to this contract:

(1) The Contractor agrees to provide the City, the State, the FEMA Administrator, the Comptroller General of the United States, or any of their authorized representatives access to any books, documents, papers, and records of the Contractor which are directly pertinent to this contract for the purposes of making audits, examinations, excerpts, and transcriptions.

(2) The Contractor agrees to permit any of the foregoing parties to reproduce by any means whatsoever or to copy excerpts and transcriptions as reasonably needed.

(3) The Contractor agrees to provide the FEMA Administrator or his authorized representatives access to construction or other work sites pertaining to the work being completed under the contract.

(4) In compliance with the Disaster Recovery Act of 2018, the City and the Contractor acknowledge and agree that no language in this contract is intended to prohibit audits or internal reviews by the FEMA Administrator or the Comptroller General of the United States.

CHANGES

(1) Standard. To be eligible for FEMA assistance under the non-Federal entity's FEMA grant or cooperative agreement, the cost of the change, modification, change order, or constructive change must be allowable, allocable, within the scope of its grant or cooperative agreement, and reasonable for the completion of project scope.

(2) Applicability. FEMA recommends, therefore, that a non-Federal entity include a changes clause in its contract that describes how, if at all, changes can be made by either party to alter the method, price, or schedule of the work without breaching the contract. The language of the clause may differ depending on the nature of the contract and the end-item procured.

DHS SEAL, LOGO AND FLAGS

The contractor shall not use the OHS seal(s), logos, crests, or reproductions of flags or likenesses of OHS agency officials without specific FEMA pre-approval.

COMPLIANCE WITH FEDERAL LAW, REGULATIONS, AND EXECUTIVE ORDERS

This is an acknowledgement that FEMA financial assistance will be used to fund all or a portion of the contract. The contractor will comply with all applicable Federal law, regulations, executive orders, FEMA policies, procedures, and directives.

NO OBLIGATION BY FEDERAL GOVERNMENT

The Federal Government is not a party to this contract and is not subject to any obligations or liabilities to the non-Federal entity, contractor, or any other party pertaining to any matter resulting from the contract.

PROGRAM FRAUD AND FALSE OR FRAUDULENT STATEMENTS OR RELATED ACTS

The Contractor acknowledges that 31 U.S.C. Chap. 38 (Administrative Remedies for False Claims and Statements) applies to the Contractor's actions pertaining to this contract."

AGENDA ITEM SUMMARY

ITEM SUMMARY:

Consider the purchase of 300 96-gallon garbage carts and 200 65-gallon recycling carts in the amount of $28,754.00 from Toter which is a subsidiary of Wastequip Inc, through Sourcewell State purchasing contract, and amend the budget accordingly. *Solid Waste Director, Todd Ennis will address.*

SPECIAL CONSIDERATIONS OR CONCERNS:

The purchase of these trash carts, through Sourcewell contract #041521-TOT, will provide containers to new customers as a result of the increase in residential business and provide replacement containers for current unrepairable containers.

STAFF RECOMMENDATION:

Staff recommends approval.

FINANCIAL IMPACT:

FY23 budgets $61,175.85 for the purchase of 96- gallon trash carts and 65- gallon recycling carts; however, the cost of the containers has risen significantly. Additionally the increase of residential customers and unrepairable trash carts has required Solid Waste to make three purchases for trash carts in FY23 and has exceeded the number budgeted. The budget amendment reallocates $28,754.00 to tools and small equipment(540-4521-52-1600) from repair and maintenance (540-4521-52-2200) to cover the purchase of the additional carts.

Submitted By:
Todd Ennis

Meeting Date:
13/06/2023

Reviewed By:
Jessica O'Connor

ATTACHMENTS:
Residential Trash Carts FY23 Order3.pdf
PO - Wastequip - $28,754.pdf
Budget Amendment Residential Trash Carts FY23.pdf

WASTEQUIP

Sourcewell
Awarded Contract
Contract # 040621-WQI

841 Meacham Rd, Statesville, NC, 28677
PHONE: 800-424-0422 FAX: 833-930-1124
WQ-10275397

Sell To:

Contact Name	Todd Ennis	Ship To Name	City of Griffin
Bill To Name	City of Griffin	Ship To	236 Emlet Dr Dept Solid Waste Griffin, GA 30223 USA
Bill To	PO Box T Griffin, GA 30224-0046 USA		
Email	tennis@cityofgriffin.com		
Phone	(770) 229-6421		
Mobile	(678) 603-3852		

Quote Information

Salesperson	Gary Stignani	Created Date	6/8/2023
Salesperson Email	gstignani@wastequip.com	Expiration Date	6/30/2023
		Quote Number	WQ-10275397 Please Reference Quote Number on all Purchase Orders

Product	Product Description	Selected Option	Quantity	Sales Price	Total Price
**Plastics - 79264	Model 79264 - Toter 64 Gallon EVR II Universal/Nestable Cart	---Body Color - (705) Blue ---Lid Color - (125) Gray ---Body Hot Stamp on Both Sides (Existing) in White ---Lid Hot Stamp Center - Read from Street (Existing) in White ---Wheels - 10in Sunburst ---Toter Serial Number Hot Stamped on Front of Cart Body in White ---2/3 Assembled with Lid (down), Stop Bar and Axle Factory Installed ---Warranty – 12 Yrs Cart Body, All other components 10 Yrs	200.00	$49.80	$9,960.00
**Plastics - 79296	Model 79296 - Toter 96 Gallon EVR II Universal/Nestable Cart	---Body Color - (940) Green ---Lid Color - (940) Green ---Body Hot Stamp on Both Sides (Existing) in White ---Lid Hot Stamp Center - Read from Street (Existing) in White ---Wheels - 10in Sunburst ---Toter Serial Number Hot Stamped on Front of Cart Body in White ---2/3 Assembled with Lid (down), Stop Bar and Axle Factory Installed ---Warranty – 12 Yrs Cart Body, All other components 10 Yrs	300.00	$59.58	$17,874.00

841 Meacham Rd, Statesville, NC, 28677
PHONE: 800-424-0422 FAX: 833-930-1124
WQ-10275397

Sourcewell Awarded Contract
Contract # 040621-WQI

Payment Terms	Net 30 Days if credit has been established
Shipping Terms	FOB Origin

Subtotal	$27,834.00
Shipping	$920.00
Tax	$0.00
Grand Total	$28,754.00

Additional Information

Additional Terms	Our Quote is a good faith estimate, based on our understanding of your needs. Subject to our acceptance, your Order is an offer to purchase our Products and services in accordance with the Wastequip Terms & Conditions of Sale ("WQ T&C") located at: https://www.wastequip.com/terms-conditions-of-sale, as of the date set forth in Section 1(b) of the WQ T&C, which are made a part of this Quote. These WQ T&Cs may be updated from time to time and are available by hard copy upon request.
Additional Information	Pricing is based on your anticipated Order prior to the expiration of this Quote, including product specifications, quantities and timing, accepted delivery within 45 days of Order acceptance by Toter. Any differences to your Order may result in different pricing, freight or other costs. Due to volatility in petrochemical, steel and related Product material markets, actual prices and freight, are subject to change. We reserve the right, by providing notice to you at any time before beginning Product manufacturing, to increase the price of the Product(s) to reflect any increase in the cost to us which is due to any factor beyond our control (such as, without limitation, any increase in the costs of labor, materials, or other costs of manufacture or supply). Unless otherwise stated, materials and container sizes indicated on sales literature, invoices, price lists, quotations and delivery tickets are nominal sizes and representations – actual volume. Products and materials are subject to manufacturing and commercial variation and Wastequip's practices, and may vary from nominal sizes and materials. All prices are in US dollars; this Quote may not include all applicable taxes, brokerage fees or duties. If customer is not tax exempt, final tax calculations are subject to change.
Special Contract Information	Sourcewell – Pricing and Products/Services offerings are based on the Sourcewell Co-Operative Contract with Toter, LLC (#041521, eff. 5/25/2021), and such Contract terms and conditions are incorporated herein by reference. Pricing and Products/Services changes may occur at any time with proper documentation, and subject to Sourcewell approval; therefore, offerings may change without written prior notice. Wastequip Product Limited Warranties, Disclaimers, Limitation of Liability and Remedies, and Limited Warranty Provisions apply to all purchases thereunder.

Signatures

Accepted By: _____

Company Name: _____

Date: _____

Purchase Order: _____

Please Reference Quote Number on all Purchase Orders

Griffin
Growing, TOGETHER

City of Griffin, Georgia
100 S Hill Street
P O Box T
Griffin, Georgia 30224
(770) 229-6401

DATE: 6/7/23

FY23 Purchase Order No.

Bid/Quote No. WQ-10275397

Vendor No.

Vendor Name & Address
Wastequip
Gary Stignani
841 Meacham Rd
Statesville, NC 28677
gstignani@wastequip.com
Ph: 800-424-0422 Fax: 833-930-1124

Per Georgia State Code 48.8, the City of Griffin is tax exempt from sales and use tax.

Deliver to:
City of Griffin
Solid Waste Department
236 Emlet Drive
Griffin, GA 30224

ATTN: Todd Ennis
Phone: 770-229-6421 Fax: 770-229-6627

Freight is FOB Destination Deliveries are accepted between the hours of 8:00 a.m. and 4 p.m.	Submit APPROVED packing slips to Accounts Payable. Highlight PO# & account distribution. Note any changes or additional accounts.
*Terms: Net 30 unless otherwise specified on PO	

- - ANY CHANGE ORDERS TO ANY PO OR WORK ORDERS MUST BE AUTHORIZED IN WRITING AND APPROVED. ALL INVOICES SUBMITTED FOR PAYMENT MUST REFERENCE A VALID PURCHASE ORDER NUMBER. - -

- VENDORS MUST HAVE A CURRENT REGISTRATION ON FILE PRIOR TO PO PROCESSING - On File? Y/N **Y**

Description	Account Number	Quantity	UOM	Unit Price	Extended Totals
	- - -				
300 96 Gallon Trash Carts ✓	540 - 4521 - 53 - 1600 - 0000	300	EA	59.580	17,874.00
200 65 Gallon Recyling Carts ✓	540 - 4521 - 53 - 1600 - 0000	200	EA	49.800	9,960.00
Shipping ✓	540 - 4521 - 53 - 1600 - 0000	1	EA	920.000	920.00
6-8-2023	- - - -				
	- - - -				
	- - - -				
	- - - -				
	- - - -				
CAPITAL PROJECT #:	- - - -	*enter debit/credit amounts in*			
(DISTRIBUTION & $$)	- - - -	*the extended totals column*			
				Totals: $	**28,754.00**

COMMENTS: BA w/agenda item
Sourcewell Contract
VAR 6/9/23

FY23 Purchase Order

COG USE ONLY

PRICING METHOD:

	Verbal / Phone
X	Email/Mail/Fax
	Bid / RFP #

COG USE ONLY
Solid Waste Todd Ennis 6/7/2023
Dept / Requestor / Date
6/7/2023
Department Mgr / Date
Purchasing / Date
Richard McGilbert 6.9.23
Finance Director / Date

Copy emailed to Supplier
Supplier Notified
City Manager / Date
BOARD / Date

TERMS AND CONDITIONS OF PO / CONTRACT

ARTICLE 1 PURCHASE ORDER AUTHORIZATION

Vendors are required to be registered with the City and to have an authorized City Purchase Order (P.O.) before any items/goods/services are delivered. Any shipments made prior to the receipt of a City P.O. are made at the sole risk of the vendor. Payment may be withheld for any and all items/goods/services delivered without an authorized P.O.

ARTICLE 2 PURCHASE ORDER NUMBER

The Purchaser's purchase order number and the successful seller's name (from the bid or proposal) must appear on all packing slips, packages, invoices, bills of lading, warehouse receipts and correspondence with Purchaser. Materials must be properly packaged and marked with the order number. Damaged material will not be accepted.

ARTICLE 3 ACCEPTANCES

All terms and conditions of the purchase order shall become part of the contract between the Seller and Purchaser; the Seller's different or additional terms will not become part of this contract.

ARTICLE 4 PRICE

Seller warrants that the prices quoted hereunder are the lowest prices these or similar articles are sold by the Seller to other customers and in the event of any price reduction between execution of the purchase order and delivery of the goods, purchaser shall be entitled to such reduction.

ARTICLE 5 DELIVERIES, TITLE AND RISK OF LOSS

Title shall pass to Purchaser on delivery of the conforming goods to Purchaser's designated plant or location. Notwithstanding any agreement to pay freight express or other transportation charges, the risk of loss or damage in transit shall be upon the Seller. Delivery shall not be complete until the goods have been actually received, inspected and accepted by the Purchaser.

ARTICLE 6 PARTS

The Seller agrees to make functional parts available for a period of five years after final production run.

ARTICLE 7 WARRANTIES

The Seller warrants that the goods and services supplied hereunder will be of good workmanship and of proper materials, free from defects and in accordance with specifications. If the Seller knows of the Purchaser's intended use, the Seller warrants that the goods or services are suitable for that intended use.

ARTICLE 8 REMEDIES

Regardless of whether goods are being sold or leased or whether services are being performed, the Seller and Purchaser agree that both parties have all the Uniform Commercial Code rights, duties, and remedies available as well as all remedies allowed by law and the purchase order.

ARTICLE 9 CONFLICTS OF LAWS

The agreement of purchase and the performance of the parties hereunder shall be construed with and governed by the laws of the State of Georgia.

ARTICLE 10 MODIFICATIONS

No modifications in prices, delivery methods or schedule, quality, quantity, specifications or any other term of the contract will be effective unless agreed to in writing, signed by Procurement

ARTICLE 11 PATENT INFRINGEMENT

Seller shall hold purchaser harmless from all judgments and expenses arising out of any alleged patent infringement by our use of the merchandise ordered.

ARTICLE 12 TERMINATIONS FOR CAUSE

Purchaser may terminate this contract for cause in the event of a default by Seller. In such event, Purchaser shall not be liable to Seller for any amounts, and Seller shall be liable for and shall hold Purchaser harmless from any damage occasioned by Seller's breach or default.

ARTICLE 13 TERMINATIONS FOR CONVENIENCE

Purchaser may at any time terminate the order in whole or in part for its convenience upon which written notice to Seller in which event Seller shall be entitled to reasonable termination charges which reflects the percentage of the work performed prior to termination.

ARTICLE 14 ENTIRE AGREEMENTS

The purchase order and any documents referred to on the face thereof constitute the entire agreement between the parties and can only be modified in writing and signed by both parties. No part of this order may be assigned or subcontracted without the written approval of the Purchaser. Any moneys due Purchaser from Seller can be set off from any moneys due Seller from Purchaser whether or not under this contract. Purchaser's failure to insist on any right shall not operate as a waiver of any other right. Time is of the essence of this contract.

ARTICLE 15 WORKS ON PREMISES

If the order includes work to be performed on Purchaser's premises, Seller agrees to indemnify the Purchaser from all loss or damage arising out of such work, to observe the highest safety standard, to maintain adequate insurance and to furnish evidence of such insurance at Purchaser's request.

ARTICLE 16 QUALITY GUARANTEE

If any product delivered does not meet applicable specifications, or if the product shall not produce the effect that the supplier represents to the City, the supplier shall pick up the product from the City at no expense to the City. Also, the supplier shall refund to The City of Griffin any money which has been paid for the same. The supplier shall be responsible for attorney fees in the event the supplier defaults and court action is required.

ARTICLE 17 QUALITY TERMS

The City reserves the right to reject any and/or all materials if, in its judgment, the items reflect unsatisfactory workmanship, manufacturing or shipping damage.

841 Meacham Rd, Statesville, NC, 28677
PHONE: 800-424-0422 FAX: 833-930-1124
WQ-10275397

Sourcewell Awarded Contract
Contract # 040621-WQI

Sell To:

Contact Name	Todd Ennis	Ship To Name	City of Griffin
Bill To Name	City of Griffin	Ship To	236 Emlet Dr Dept Solid Waste Griffin, GA 30223 USA
Bill To	PO Box T Griffin, GA 30224-0046 USA		
Email	tennis@cityofgriffin.com		
Phone	(770) 229-6421		
Mobile	(678) 603-3852		

Quote Information

Salesperson	Gary Stignani	Created Date	6/8/2023
Salesperson Email	gstignani@wastequip.com	Expiration Date	6/30/2023
		Quote Number	WQ-10275397 Please Reference Quote Number on all Purchase Orders

Product	Product Description	Selected Option	Quantity	Sales Price	Total Price
**Plastics - 79264	Model 79264 - Toter 64 Gallon EVR II Universal/Nestable Cart	---Body Color - (705) Blue ---Lid Color - (125) Gray ---Body Hot Stamp on Both Sides (Existing) in White ---Lid Hot Stamp Center - Read from Street (Existing) in White ---Wheels - 10in Sunburst ---Toter Serial Number Hot Stamped on Front of Cart Body in White ---2/3 Assembled with Lid (down), Stop Bar and Axle Factory Installed ---Warranty – 12 Yrs Cart Body, All other components 10 Yrs	200.00	$49.80	$9,960.00
**Plastics - 79296	Model 79296 - Toter 96 Gallon EVR II Universal/Nestable Cart	---Body Color - (940) Green ---Lid Color - (940) Green ---Body Hot Stamp on Both Sides (Existing) in White ---Lid Hot Stamp Center - Read from Street (Existing) in White ---Wheels - 10in Sunburst ---Toter Serial Number Hot Stamped on Front of Cart Body in White ---2/3 Assembled with Lid (down), Stop Bar and Axle Factory Installed ---Warranty – 12 Yrs Cart Body, All other components 10 Yrs	300.00	$59.58	$17,874.00

WASTEQUIP

Sourcewell
Awarded Contract
Contract # 040621-WQI

841 Meacham Rd, Statesville, NC, 28677
PHONE: 800-424-0422 FAX: 833-930-1124
WQ-10275397

Payment Terms	Net 30 Days if credit has been established
Shipping Terms	FOB Origin

Subtotal	$27,834.00
Shipping	$920.00
Tax	$0.00
Grand Total	$28,754.00

Additional Information

Additional Terms	Our Quote is a good faith estimate, based on our understanding of your needs. Subject to our acceptance, your Order is an offer to purchase our Products and services in accordance with the Wastequip Terms & Conditions of Sale ("WQ T&C") located at: https://www.wastequip.com/terms-conditions-of-sale, as of the date set forth in Section 1(b) of the WQ T&C, which are made a part of this Quote. These WQ T&Cs may be updated from time to time and are available by hard copy upon request.
Additional Information	Pricing is based on your anticipated Order prior to the expiration of this Quote, including product specifications, quantities and timing, accepted delivery within 45 days of Order acceptance by Toter. Any differences to your Order may result in different pricing, freight or other costs. Due to volatility in petrochemical, steel and related Product material markets, actual prices and freight, are subject to change. We reserve the right, by providing notice to you at any time before beginning Product manufacturing, to increase the price of the Product(s) to reflect any increase in the cost to us which is due to any factor beyond our control (such as, without limitation, any increase in the costs of labor, materials, or other costs of manufacture or supply). Unless otherwise stated, materials and container sizes indicated on sales literature, invoices, price lists, quotations and delivery tickets are nominal sizes and representations – actual volume, Products and materials are subject to manufacturing and commercial variation and Wastequip's practices, and may vary from nominal sizes and materials. All prices are in US dollars; this Quote may not include all applicable taxes, brokerage fees or duties. If customer is not tax exempt, final tax calculations are subject to change.
Special Contract Information	Sourcewell – Pricing and Products/Services offerings are based on the Sourcewell Co-Operative Contract with Toter, LLC (#041521, eff. 5/25/2021), and such Contract terms and conditions are incorporated herein by reference. Pricing and Products/Services changes may occur at any time with proper documentation, and subject to Sourcewell approval; therefore, offerings may change without written prior notice. Wastequip Product Limited Warranties, Disclaimers, Limitation of Liability and Remedies, and Limited Warranty Provisions apply to all purchases thereunder.

Signatures

Accepted By: _____

Company Name: _____

Date: _____

Purchase Order: _____

Please Reference Quote Number on all Purchase Orders

RESOLUTION

A RESOLUTION TO AMEND THE FISCAL YEAR 2023 BUDGET IN THE AMOUNT OF $28,754.00.

WHEREAS, the Board of City Commissioners is charged with the preparation of an annual budget for the City of Griffin; and

WHEREAS, on June 14, 2022, the Board of City Commissioners adopted the Fiscal Year 2023 Budget; and

WHEREAS, the Board of City Commissioners approve amending the City of Griffin's Solid Waste Residential Collection Division Fiscal Year 2022-2023 Operating and Capital Budget by reallocating $28,754.00 to Tools & Small Equipment Expense, for Fiscal Year 2023, for the purpose set forth below; and

BE IT RESOLVED by the Board of City Commissioners this 13th day of June, 2023, that the Fiscal Year 2023 Budget be, and is hereby, amended in the amount of $28,754.00. as follows:

Solid Waste Residential Collection

INCREASE EXPENSE		
540-4521-53-1600-0000	Tools & Small Equipment	28,754.00
DECREASE EXPENSE		
540-4521-52-2200-0000	Repair & Maintenance Services	(28,754.00)

_____

Douglas Hollberg, Mayor

_____

Jessica O'Connor, Secretary

RESOLUTION

A RESOLUTION TO AMEND THE FISCAL YEAR 2023 BUDGET IN THE AMOUNT OF $28,754.00.

WHEREAS, the Board of City Commissioners is charged with the preparation of an annual budget for the City of Griffin; and

WHEREAS, on June 14, 2022, the Board of City Commissioners adopted the Fiscal Year 2023 Budget; and

WHEREAS, the Board of City Commissioners approve amending the City of Griffin's Solid Waste Residential Collection Division Fiscal Year 2022-2023 Operating and Capital Budget by reallocating $28,754.00 to Tools & Small Equipment Expense, for Fiscal Year 2023, for the purpose set forth below; and

BE IT RESOLVED by the Board of City Commissioners this 13th day of June, 2023, that the Fiscal Year 2023 Budget be, and is hereby, amended in the amount of $28,754.00. as follows:

Solid Waste Residential Collection

INCREASE EXPENSE		
540-4521-53-1600-0000	Tools & Small Equipment	28,754.00
DECREASE EXPENSE		
540-4521-52-2200-0000	Repair & Maintenance Services	(28,754.00)

_____

Douglas Hollberg, Mayor

_____

Jessica O'Connor, Secretary

AGENDA ITEM SUMMARY

ITEM SUMMARY:

Consider services for the repair of Raw Water Pump 2 at the Flint River Pump Station from Goforth Williamson, Sole Source, in the amount of $54,620.00. *Director of Water and Wastewater, Brandon Lewis, will address.*

SPECIAL CONSIDERATIONS OR CONCERNS:

This pump failed while in operation due to excessive wear. PO 23-0356 was issued to Goforth Williamson for the removal and inspection of the pump when it failed. This service is for the repair of the pump.

STAFF RECOMMENDATION:

Staff recommends approval.

FINANCIAL IMPACT:

FY23 budgeted fund in 505-4431-52-2200 in the amount of $362,010.00. The cost of this repair is $54,620.00.

Submitted By:
Brandon Lewis

Meeting Date:
13/06/2023

Reviewed By:
Jessica O'Connor

ATTACHMENTS:
GWI PO 23-0356 Reference.pdf
GWI PO River Pump 2 Repair.pdf
GWI Quote River Pump 2 Repair.pdf
GWI Sole Source River Pump 2 Repair.pdf

SH 3/28/23

City of Griffin, Georgia
100 S Hill Street
P O Box T
Griffin, Georgia 30224
(770) 229-6401

DATE: 3/20/23

FY23 Purchase Order No. 23-0356

Bid/Quote No. _____

Vendor No. _____

Vendor Name & Address
Goforth Willaimson, Inc.
Ricky Baxter
373 O'Dell Road
Griffin, Ga 30224
RBaxter@goforthwilliamson.com
Ph: 770-467-3303 Fax: 770-467-0301

Per Georgia State Code 48.8, the City of Griffin is tax exempt from sales and use tax.

Freight is FOB Destination Deliveries are accepted between the hours of 8:00 a.m. and 4 p.m.

Submit APPROVED packing slips to Accounts Payable. Highlight PO# & account distribution. Note any changes or additional accounts.

*Terms: Net 30 unless otherwise specified on PO

Deliver to:
City of Griffin
Watershed Management/Simmons WTP
229 North Expressway
Griffin, GA 30223

ATTN: Martha Drolet
Phone: 770-229-6436 Fax: 770-233-2975

- - ANY CHANGE ORDERS TO ANY PO OR WORK ORDERS MUST BE AUTHORIZED IN WRITING AND APPROVED. ALL INVOICES SUBMITTED FOR PAYMENT MUST REFERENCE A VALID PURCHASE ORDER NUMBER. - -

- VENDORS MUST HAVE A CURRENT REGISTRATION ON FILE PRIOR TO PO PROCESSING - On File? Y/N **Y**

Description	Account Number	Quantity	UOM	Unit Price	Extended Totals
Removal of Pump and Motor Provide scope and quote for recommended repairs	505 - 4431 - 52 - 2200 0000	1		6,450.000	6,450.00
Attempted to remove motor key		1		1,150.000	1,150.00
	- - - -				
	- - - -				
	- - - -				
	- - - -				
	- - - -				
	- - - -				
	- - - -				
	- - - -				
CAPITAL PROJECT #:	- - - -	*enter debit/credit amounts in*			
(DISTRIBUTION & $$)	- - - -	*the extended totals column*			

3.28.2023

COMMENTS: **Totals: $** 7,600.00

FY23 Purchase Order

COG USE ONLY | **COG USE ONLY**

PRICING METHOD: Water/Wastewater Martha Drolet 3/20/2023

	Verbal / Phone	Dept / Requestor / Date AMM 3/24/2023
X	Email/Mail/Fax	3/27/23
	Bid / RFP #	Department Mgr / Date
Copy emailed to Supplier	Supplier Notified	City Manager / Date 3/29/23

Purchasing / Date: Keri Huggins 8/29/23
Finance Director / Date: Amanda Carmichael 3/29/23
BOARD / Date

TERMS AND CONDITIONS OF PO / CONTRACT

ARTICLE 1 PURCHASE ORDER AUTHORIZATION

Vendors are required to be registered with the City and to have an authorized City Purchase Order (P.O.) before any items/goods/services are delivered. Any shipments made prior to the receipt of a City P.O. are made at the sole risk of the vendor. Payment may be withheld for any and all items/goods/services delivered without an authorized P.O.

ARTICLE 2 PURCHASE ORDER NUMBER

The Purchaser's purchase order number and the successful seller's name (from the bid or proposal) must appear on all packing slips, packages, invoices, bills of lading, warehouse receipts and correspondence with Purchaser. Materials must be properly packaged and marked with the order number. Damaged material will not be accepted.

ARTICLE 3 ACCEPTANCES

All terms and conditions of the purchase order shall become part of the contract between the Seller and Purchaser; the Seller's different or additional terms will not become part of this contract.

ARTICLE 4 PRICE

Seller warrants that the prices quoted hereunder are the lowest prices these or similar articles are sold by the Seller to other customers and in the event of any price reduction between execution of the purchase order and delivery of the goods, purchaser shall be entitled to such reduction.

ARTICLE 5 DELIVERIES, TITLE AND RISK OF LOSS

Title shall pass to Purchaser on delivery of the conforming goods to Purchaser's designated plant or location. Notwithstanding any agreement to pay freight express or other transportation charges, the risk of loss or damage in transit shall be upon the Seller. Delivery shall not be complete until the goods have been actually received, inspected and accepted by the Purchaser.

ARTICLE 6 PARTS

The Seller agrees to make functional parts available for a period of five years after final production run.

ARTICLE 7 WARRANTIES

The Seller warrants that the goods and services supplied hereunder will be of good workmanship and of proper materials, free from defects and in accordance with specifications. If the Seller knows of the Purchaser's intended use, the Seller warrants that the goods or services are suitable for that intended use.

ARTICLE 8 REMEDIES

Regardless of whether goods are being sold or leased or whether services are being performed, the Seller and Purchaser agree that both parties have all the Uniform Commercial Code rights, duties, and remedies available as well as all remedies allowed by law and the purchase order.

ARTICLE 9 CONFLICTS OF LAWS

The agreement of purchase and the performance of the parties hereunder shall be construed with and governed by the laws of the State of Georgia.

ARTICLE 10 MODIFICATIONS

No modifications in prices, delivery methods or schedule, quality, quantity, specifications or any other term of the contract will be effective unless agreed to in writing, signed by Procurement

ARTICLE 11 PATENT INFRINGEMENT

Seller shall hold purchaser harmless from all judgments and expenses arising out of any alleged patent infringement by our use of the merchandise ordered.

ARTICLE 12 TERMINATIONS FOR CAUSE

Purchaser may terminate this contract for cause in the event of a default by Seller. In such event, Purchaser shall not be liable to Seller for any amounts, and Seller shall be liable for and shall hold Purchaser harmless from any damage occasioned by Seller's breach or default.

ARTICLE 13 TERMINATIONS FOR CONVENIENCE

Purchaser may at any time terminate the order in whole or in part for its convenience upon which written notice to Seller in which event Seller shall be entitled to reasonable termination charges which reflects the percentage of the work performed prior to termination.

ARTICLE 14 ENTIRE AGREEMENTS

The purchase order and any documents referred to on the face thereof constitute the entire agreement between the parties and can only be modified in writing and signed by both parties. No part of this order may be assigned or subcontracted without the written approval of the Purchaser. Any moneys due Purchaser from Seller can be set off from any moneys due Seller from Purchaser whether or not under this contract. Purchaser's failure to insist on any right shall not operate as a waiver of any other right. Time is of the essence of this contract.

ARTICLE 15 WORKS ON PREMISES

If the order includes work to be performed on Purchaser's premises, Seller agrees to indemnify the Purchaser from all loss or damage arising out of such work, to observe the highest safety standard, to maintain adequate insurance and to furnish evidence of such insurance at Purchaser's request.

ARTICLE 16 QUALITY GUARANTEE

If any product delivered does not meet applicable specifications, or if the product shall not produce the effect that the supplier represents to the City, the supplier shall pick up the product from the City at no expense to the City. Also, the supplier shall refund to The City of Griffin any money which has been paid for the same. The supplier shall be responsible for attorney fees in the event the supplier defaults and court action is required.

ARTICLE 17 QUALITY TERMS

The City reserves the right to reject any and/or all materials if, in its judgment, the items reflect unsatisfactory workmanship, manufacturing or shipping damage.

Goforth Williamson, inc.

Goforth Williamson, Inc.
Mail To: 373 O'Dell Road
Ship To: 377 O'Dell Road
Griffin, GA 30224
United States of America

Ph: 770-467-0303 Fax: 770-467-0301

Quote

ID: 221495 Date: 12-Dec-22

To

Griffin, City of
PO Box T
Griffin, GA 30224
United States of America

Ph: 770-229-6621 Fax: 770-229-6600

Quote To

Martha Drolet
City of Griffin
1010 New Salem Rd.
River Plant
Griffin , GA 30223
United States of America

Ph: 678-692-0406

Terms	Ship Via	Salesperson
Net 30 Days	GWI Truck	REBAXT

Quantity	Description	Unit Price	Amount
	Reference: Flint River Raw #5 Pump #2 PER YOUR REQUEST, WE ARE PLEASED TO QUOTE THE FOLLOWING:		
	Line: 001 Expiration Date: 11-Jan-23 Part: RAW WATER #5 VTP Rev: BUDGET Fairbanks VTP 4 stage Scope of work: Flint River Raw Water station 1. Travel to City of Griffin Flint River station 2. Provide equipment to reach top of station to remove hatch cover a. NOTE: Ladders and safety harness to be supplied by GWI 3. Supply outside crane and trucking service to remove and transport pump and motor 4. Pull 500 hp motor and load on to truck 5. Remove vertical turbine head from pump a. NOTE: Pump head does not fit through hatch in ceiling 6. Pull remaining set of pump from wet well 7. Load vertical turbine pump on to truck 8. Deliver pump to GWI service center 9. Disassemble pump and motor complete 10. Inspect and record all critical dimensions 11. Provide scope and quote for recommended repairs Note: This quote is for budgetary purposes only, any work needed outside		

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Martha Drolet
City of Griffin
1010 New Salem Rd.
River Plant
Griffin , GA 30223
United States of America

Ph: 678-692-0406

Terms	Ship Via	Salesperson
Net 30 Days	GWI Truck	REBAXT

Quantity	Description	Unit Price	Amount
1	the above scope of work will not be completed without prior approval. ea	$6,450.00	$6,450.00
1	Line: 002 Expiration Date: 11-Jan-23 Part: MOTOR INSPECTION Rev: Remove damaged key Scope of work: Completed 12/7/2022 1. Travelled to Flint river raw water station 2. Attempted to remove motor drive key 3. Removed pump to motor coupling 4. Found motor to rotate freely by hand 5. Found pump shaft does not turn, will need to be inspected further 6. Clenaed job site of work related debri, departed Acknowledgement prepared by Grant Goforth ea	$1,150.00	$1,150.00
		Total:	$7,600.00

PLEASE NOTE:
1. Freight: FOB Origin, ground freight prepaid and charged to curbside of first location.
2. Price "does not" reflect Sales Tax, Documentation, Drawings, or Special Paperwork.
3. We can now accept Visa, Mastercard, American Express and Discover. Please contact us if you would like to pay via credit card.
4. Please reference Quote on Purchase order and send your Purchase orders to PurchaseOrders@GoforthWilliamson.com

THANK YOU FOR THE OPPORTUNITY TO PROVIDE THIS QUOTE. PLEASE CALL 770-467-0303, OR YOUR SALES REP, IF YOU HAVE ANY QUESTIONS.

S7+ 6/7/23

Griffin
Growing TOGETHER

City of Griffin, Georgia
100 S Hill Street
P O Box T
Griffin, Georgia 30224
(770) 229-6401

DATE: 6/7/23

FY23 Purchase Order No. _____

Bid/Quote No. _____

Vendor No. _____

Vendor Name & Address
Goforh Williamson
Attn: Ricky Baxter
373 O'Dell Rd.
Griffin, Ga 30224
rbaxter@goforthwilliamson.com
Ph: 770-467-0303 Fax: 770-467-0301

Per Georgia State Code 48.8, the City of Griffin is tax exempt from sales and use tax.

Deliver to:
City of Griffin
Water and Wastewater Harry Simmons WTP
229 N. Expressway
Griffin, GA 30223

ATTN: Martha Dorlet
Phone: 770-229-6436 Fax: _____

Freight is FOB Destination Deliveries are accepted between the hours of 8:00 a.m. and 4 p.m.	Submit APPROVED packing slips to Accounts Payable. Highlight PO# & account distribution. Note any changes or additional accounts.

*Terms: Net 30 unless otherwise specified on PO

- - ANY CHANGE ORDERS TO ANY PO OR WORK ORDERS MUST BE AUTHORIZED IN WRITING AND APPROVED. ALL INVOICES SUBMITTED FOR PAYMENT MUST REFERENCE A VALID PURCHASE ORDER NUMBER. - -

- VENDORS MUST HAVE A CURRENT REGISTRATION ON FILE PRIOR TO PO PROCESSING - **On File? Y/N** Y

Description	Account Number	Quantity	UOM	Unit Price	Extended Totals
repairs needed from PO# 23-0356	- - - -				
See quote for scope of work	- - - -				
	- - - -				
	- - - -				
Line:001	✓ 505 - 4431 - 52 - 2200 - 0000	1	ea	38,770.000	38,770.00
Line:002	✓ 505 - 4431 - 52 - 2200 - 0000	1	ea	15,850.000	15,850.00
	- - - -				
	- - - -				
	- - - -				
	- - - -				
	- - - -				
	- - - -				
CAPITAL PROJECT #:	- - - -	*enter debit/credit amounts in*			
(DISTRIBUTION & $$)	- - - -	*the extended totals column*			
				Totals: $	54,620.00

6.7.2023

COMMENTS:

FY23 Purchase Order

COG USE ONLY

COG USE ONLY

PRICING METHOD: 4432 / Martha Dorlet / 6/7/2023 6/7/23

	Verbal / Phone
X	Email/Mail/Fax
	Bid / RFP #

Dept / Requestor / Date Anm 6/7/2023

Purchasing / Date Deborah M Gilbert 6.7.2023

Department Mgr / Date 6/7/23

Finance Director / Date

Copy emailed to Supplier

Supplier Notified

City Manager / Date

BOARD / Date

TERMS AND CONDITIONS OF PO / CONTRACT

ARTICLE 1 PURCHASE ORDER AUTHORIZATION

Vendors are required to be registered with the City and to have an authorized City Purchase Order (P.O.) before any items/goods/services are delivered. Any shipments made prior to the receipt of a City P.O. are made at the sole risk of the vendor. Payment may be withheld for any and all items/goods/services delivered without an authorized P.O.

ARTICLE 2 PURCHASE ORDER NUMBER

The Purchaser's purchase order number and the successful seller's name (from the bid or proposal) must appear on all packing slips, packages, invoices, bills of lading, warehouse receipts and correspondence with Purchaser. Materials must be properly packaged and marked with the order number. Damaged material will not be accepted.

ARTICLE 3 ACCEPTANCES

All terms and conditions of the purchase order shall become part of the contract between the Seller and Purchaser; the Seller's different or additional terms will not become part of this contract.

ARTICLE 4 PRICE

Seller warrants that the prices quoted hereunder are the lowest prices these or similar articles are sold by the Seller to other customers and in the event of any price reduction between execution of the purchase order and delivery of the goods, purchaser shall be entitled to such reduction.

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ARTICLE 6 PARTS

The Seller agrees to make functional parts available for a period of five years after final production run.

ARTICLE 7 WARRANTIES

The Seller warrants that the goods and services supplied hereunder will be of good workmanship and of proper materials, free from defects and in accordance with specifications. If the Seller knows of the Purchaser's intended use, the Seller warrants that the goods or services are suitable for that intended use.

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Regardless of whether goods are being sold or leased or whether services are being performed, the Seller and Purchaser agree that both parties have all the Uniform Commercial Code rights, duties, and remedies available as well as all remedies allowed by law and the purchase order.

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The agreement of purchase and the performance of the parties hereunder shall be construed with and governed by the laws of the State of Georgia.

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No modifications in prices, delivery methods or schedule, quality, quantity, specifications or any other term of the contract will be effective unless agreed to in writing, signed by Procurement

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Seller shall hold purchaser harmless from all judgments and expenses arising out of any alleged patent infringement by our use of the merchandise ordered.

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ARTICLE 16 QUALITY GUARANTEE

If any product delivered does not meet applicable specifications, or if the product shall not produce the effect that the supplier represents to the City, the supplier shall pick up the product from the City at no expense to the City. Also, the supplier shall refund to The City of Griffin any money which has been paid for the same. The supplier shall be responsible for attorney fees in the event the supplier defaults and court action is required.

ARTICLE 17 QUALITY TERMS

The City reserves the right to reject any and/or all materials if, in its judgment, the items reflect unsatisfactory workmanship, manufacturing or shipping damage.

Goforth Williamson, Inc.
Mail To: 373 O'Dell Road
Ship To: 377 O'Dell Road
Griffin, GA 30224
United States of America

Ph: 770-467-0303 Fax: 770-467-0301

Quote

ID: 222699 Date: 06-May-23

To

Griffin, City of
PO Box T
Griffin, GA 30224
United States of America

Ph: 770-229-6621 Fax: 770-229-6600

Quote To

Martha Drolet
City of Griffin
1010 New Salem Rd.
River Plant
Griffin , GA 30223
United States of America

Ph: 678-692-0406

Terms	Ship Via	Salesperson
Net 30 Days	GWI Truck	REBAXT

Quantity	Description	Unit Price	Amount
	Reference: Fairbanks VTP PER YOUR REQUEST, WE ARE PLEASED TO QUOTE THE FOLLOWING:		
	Line: 001 2 Expiration Date: 05-Jun-23 Part: RAW WATER #3 VTP Rev: 139510 Fairbanks VTP 4 stage Scope of Work: 1. Sandblast and clean all parts to be reused 2. Prime and coat pump 3. Install the following customer supplied parts: a. 6 ea. – Bronze Bowl Bearings b. 3 ea. – Rubber Pop-In Bearings c. 1 ea. – PTFE Lantern Ring 4. Provide and install the following parts: a. 1 ea. – 416SS Bowl Shaft b. 3 ea. – 416SS Line Shafts c. 1 ea. – 416SS Top Shaft d. 1 ea. – 416SS Motor Shaft e. 5 ea. – 410SS Shaft Couplings f. 3 ea. – SS Glue-On Sleeves g. MIsc. Gaskets, Fasteners and Packing 5. Machine/Manufacture and install the following parts: a. 1 ea. – Bronze Stuffing Box Bearing: Fab New b. 1 ea. – Column #3 Register: Fab 410SS Ring to Reclaim Proper Fit c. 11 ea. – Register Fits: Weld/Skim for Proper Fit (See Note Below) d. 7 ea. – Register Fits: Skim for Proper Fit (See Note Below) 6. Clean and stack pump 7. Dynamically balance rotating assembly to within ISO G1.0 Spec 8. Assemble pump complete keeping discharge head separate 9. Paint and crate pump to ship with the motor 10. Provide trucking service to deliver pump and motor to site 11. Provide outside crane and rigging service for assistance 12. Install Fairbanks VTP; Install discharge head 13. Install the motor; Set the lift 14. Set pump to run; Verify operation - Register Fits to be Welded/Skimmed:		

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Quote

ID: 222699 Date: 06-May-23

To

Griffin, City of
PO Box T
Griffin, GA 30224
United States of America

Ph: 770-229-6621 Fax: 770-229-6600

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Martha Drolet
City of Griffin
1010 New Salem Rd.
River Plant
Griffin , GA 30223
United States of America

Ph: 678-692-0406

Terms	Ship Via	Salesperson
Net 30 Days	GWI Truck	REBAXT

Quantity	Description	Unit Price	Amount
1	• Suction Bowl: Weld/Skim OD fit • Bowl #1: Weld/Skim OD Fit, Skim ID Fit • Bowl #2: Weld/Skim OD Fit, Skim ID Fit • Bowl #3: Weld/Skim OD Fit; Skim ID Fit • Discharge Bowl: Weld/Skim OD Fit • Adapter Bowl: Weld/Skim OD Fit • Column #1: Skim both ID Fits • Spider #1: Pad Weld OD • Column #2: Skim both ID Fits • Spider #2: Pad Weld OD • Column #3: Skim ID Fit for Spider #3 • Spider #3: Pad Weld OD • Column #4: Weld OD Fit • Discharge Head: Skim ID Fit for Column #4 • Discharge Head: Weld OD Fit for Motor Delivery 8-10 Weeks ARO. Note: GWI will provide a 1-year warranty on materials and workmanship. Quote prepared by Jonathan Keirns / Engineering Manager For the above scope of work, GWI Quotes ea	$38,770.00	$38,770.00

Goforth Williamson, Inc.
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Ship To: 377 O'Dell Road
Griffin, GA 30224
United States of America

Ph: 770-467-0303 Fax: 770-467-0301

Quote

ID: 222699 Date: 06-May-23

To

Griffin, City of
PO Box T
Griffin, GA 30224
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Ph: 770-229-6621 Fax: 770-229-6600

Quote To

Martha Drolet
City of Griffin
1010 New Salem Rd.
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Griffin , GA 30223
United States of America

Ph: 678-692-0406

Terms	Ship Via	Salesperson
Net 30 Days	GWI Truck	REBAXT

Quantity	Description	Unit Price	Amount
	Line: 002 Expiration Date: 05-Jun-23 Part: 500HP US MOTOR Rev: 139510-1 Frame: 5008PA Scope of Work: 1. Disassemble motor complete 2. Inspect and record all critical dimensions 3. Steam clean, dip and bake the stator 4. Provide and install the following parts: a. 1 ea. – 29428 Bearing b. 1 ea. – 6219 Bearing 5. Machine/Manufacture and install the following parts: a. 1 ea. – Radial Bearing Housing: Bore and Bush 6. Dynamically balance rotating assembly 7. Assemble motor complete 8. Paint and crate motor to ship with the pump Note: GWI will provide a 1-year warranty on materials and workmanship. Quote prepared by Jonathan Keirns / Engineering Manager		
1	ea	$15,850.00	$15,850.00
		Total:	$54,620.00

PLEASE NOTE:
1. Freight: FOB Origin, ground freight prepaid and charged to curbside of first location.
2. Price "does not" reflect Sales Tax, Documentation, Drawings, or Special Paperwork.
3. We can now accept Visa, Mastercard, American Express and Discover. Please contact us if you would like to pay via credit card.
4. Please reference Quote on Purchase order and send your Purchase orders to PurchaseOrders@GoforthWilliamson.com

THANK YOU FOR THE OPPORTUNITY TO PROVIDE THIS QUOTE. PLEASE CALL 770-467-0303, OR YOUR SALES REP, IF YOU HAVE ANY QUESTIONS.

CITY OF GRIFFIN
FY23 SOLE BRAND/SOLE SOURCE/ SINGLE SOURCE JUSTIFICATION

Request Type and Details (select one)

○ **Sole Brand*** – The item(s) requested have unique performance features (branded) not found in other items but is available on the open market from multiple sources. OEM repair parts are considered sole brand and possibly sole source.

◉ **Sole Source** – The item(s) requested has necessary features and **only one** supplier is capable of satisfying the requirements. A situation where a manufacturer has only one authorized distributor would be classified as sole source, such as parts only available from the manufacturer. Sole source justifications must be re-submitted annually.

○ **Single Source** – The procurement is very similar in nature to Sole Source, although two or more suppliers can satisfy the requirements. The department has 'substantial reasons' for selecting one supplier. A good example would be an IT department buying standardized equipment from a single source for increased warranties and volume discounts or repair from a single authorized repair source.

Provide a description and identify the make/model of the item and quantity

Repair and install Raw Water Pump #2 at the Flint River Pump Station

Detail the research that has been done to qualify this for selected method of procurement:

Quotes were obtained to pull pump and evaluate. GWI was low price and removed and evaluated the pump and have it

Supplier/Source Name/Address:

Goforth Williamson 373 O'dell Rd Griffin, Ga. 30224

Supplier/Source Contact: **Ricky Baxter** **Phone:** **770-467-0303**

Scope of Work: Provide description of purpose for the request and what other comparable options have evaluated. (Include brand name, model, and vendor name). Can the request be modified to allow for competition?

Repair and install Raw Water Pump # 2 at the River pump station. Quotes were taken for removal and evluation GWI had low quote and was asked to come get the pump. After evaluation this is the cost of repair and reinstall

Is this a 1-time procurement? Estimated expenditure- one-time xx OR - annual spend

Exclusive Capability: Provide a detailed description of the goods/services needed and the proposed source's unique capabilities and/or performance of work and why this is the only source.

GWI was issued PO # 23-0356 to remove and evaluate the pump and motor. This is the PO request to now repair and install the pump and motor.

Requestor Information

I hereby certify the validity of the information and feel confident this justification for sole brand / sole source meets the criteria and would withstand a vendor protest or an audit .

Date of Request: 6/7/2023 Requestor: Martha Dorlet

Department: Water and Wastewater Dept Accting Code: 4432 Phone:

Purchasing Use Only ⇩		**Finance Approval:**	
Comment:			
Date Processed:	Date Posted to GPR:	Solicitation #:	
Outcome:			
Awarded Sole Source:	Issued PO/Contract:	Competitive Bid:	Protests:

* Sole Brands are specific items that may be available on the open market from multiple dealers. Sole BRAND purchases may possibly be treated as a single source if properly justified. Standardization throughout the City (i.e. Dell technology purchased direct from Dell for volume discounts and Ford fleet vehicles purchased from Speedway for warranty and other reasons) would be examples of sole brands treated as single sources.

AGENDA ITEM SUMMARY

ITEM SUMMARY:

Consider a Memorandum of Understanding between the Federal Bureau of Investigation ("FBI") and the City of Griffin for the City to obtain a position on the Safe Streets Task Force with the FBI and authorize the City Manager and/or Mayor to execute any corresponding documents related to same. *Captain Daniel Jett, Griffin Police Department, will address.*

SPECIAL CONSIDERATIONS OR CONCERNS:

The MOU delineates the responsibilities of the Safe Streets Task Force (SSTF) personnel; formalizes the relationship between the FBI and the City for policy guidance, planning, training, public and media relations; and maximize inter-agency cooperation. See the attached Letter from Sergeant Josh Oxford that explains the Task Force and its benefits to the City in more detail.

STAFF RECOMMENDATION:

Staff recommends approval.

FINANCIAL IMPACT:

There are no additional financial obligations for the City as the officer chosen is already an employee of the City. Additionally, the FBI covers the cost of any overtime accrued by the officer, which could lessen the financial burden of the City, depending on which officer is chosen.

Submitted By:
Jessica O'Connor

Meeting Date:
13/06/2023

Reviewed By:
Jessica O'Connor

ATTACHMENTS:
Safe Streets Gangs Task Force MOU.pdf
Ltr from Oxford Explaining FBI TFO 05.22.2023.pdf

FEDERAL BUREAU OF INVESTIGATION
SAFE STREETS TASK FORCE
MEMORANDUM OF UNDERSTANDING

PARTIES

1. This Memorandum of Understanding (MOU) is entered into by and between the **Federal Bureau of Investigation (FBI)** and the **City of Griffin Police Department** (participating agency) (collectively: the Parties). Nothing in this MOU should be construed as limiting or impeding the basic spirit of cooperation which exists between these agencies.

AUTHORITIES

2. Authority for the FBI to enter into this agreement can be found at Title 28, United States Code (U.S.C.), Section (§) 533; 34 U.S.C. § 10211; Title 28, Code of Federal Regulations (C.F.R.), § 0.85; and applicable United States Attorney General's Guidelines.

PURPOSE

3. The purpose of this MOU is to delineate the responsibilities of the Safe Streets Task Force (SSTF) personnel; formalize relationships between participating agencies for policy guidance, planning, training, public and media relations; and maximize inter-agency cooperation. This MOU is not intended, and should not be construed, to create any right or benefit, substantive or procedural, enforceable at law or otherwise by any third party against the parties, the United States, or the officers, employees, agents, or other associated personnel thereof. No assignment or rights, duties, or obligations of this MOU shall be made by any party without the express written approval of a duly authorized representative of all other parties.

MISSION

4. The mission of the SSTF is to identify and target for prosecution criminal enterprise groups responsible for drug trafficking, money laundering, alien smuggling, crimes of violence such as murder and aggravated assault, robbery, and violent street gangs, as well as to intensely focus on the apprehension of dangerous fugitives where there is or may be a federal investigative interest. The SSTF will enhance the effectiveness of federal/state/local law enforcement resources through a well-coordinated initiative seeking the most effective investigative/prosecutive avenues by which to convict and incarcerate dangerous offenders.

SUPERVISION AND CONTROL

A. **Supervision**

5. Overall management of the SSTF shall be the shared responsibility of the FBI and participating agency heads and/or their designees.

6. The Special Agent in Charge (SAC) of the FBI [----------] Division shall designate one Supervisory Special Agent (SSTF Supervisor) to supervise the SSTF. The SSTF Supervisor may designate a Special Agent to serve as the SSTF Coordinator. Either the SSTF Supervisor or the SSTF Coordinator shall oversee day-to-day operational and investigative matters pertaining to the SSTF.

7. Conduct undertaken outside the scope of an individual's SSTF duties and assignments under this MOU shall not fall within the oversight responsibility of the SSTF Supervisor or SSTF Coordinator.

8. SSTF personnel will report to his or her respective agency for personnel and administrative matters. Each participating agency shall be responsible for the pay, overtime, leave, performance appraisals, and other personnel matters relating to its employees detailed to the SSTF. The FBI and the participating agency may provide for overtime reimbursement by the FBI by separate written agreement.

9. All FBI personnel will adhere to the FBI's ethical standards, including Department of Justice (DOJ)/FBI regulations relating to outside employment and prepublication review matters, and will remain subject to the Supplemental Standards of Ethical conduct for employees of the DOJ.

10. All SSTF personnel, which includes Task Force Officers, Task Force Members, and Task Force Participants, must adhere to the applicable U.S. Attorney General's Guidelines and Domestic Investigations and Operations Guide (DIOG).

11. SSTF personnel will continue to report to their respective agency heads for non-investigative administrative matters not detailed in this MOU.

12. Continued assignment of personnel to the SSTF will be based on performance and at the discretion of appropriate management. The FBI SAC and SSTF Supervisor will also retain discretion to remove any individual from the SSTF.

B. **Case Assignments**

13. The FBI SSTF Supervisor will be responsible for opening, monitoring, directing, and closing SSTF investigations in accordance with existing FBI policy and the applicable U.S. Attorney General's Guidelines.
14. Assignments of cases to personnel will be based on, but not limited to, experience, training, and performance, in addition to the discretion of the SSTF Supervisor.

15. For FBI administrative purposes, SSTF cases will be entered into the relevant FBI computer system.

16. SSTF personnel will have equal responsibility for each case assigned. SSTF personnel will be responsible for complete investigation from predication to resolution.

C. **Resource Control**

17. The head of each participating agency shall determine the resources to be dedicated by that agency to the SSTF, including personnel, as well as the continued dedication of those resources. The participating agency head or designee shall be kept fully apprised of all investigative developments by his or her subordinates.

OPERATIONS

A. **Investigative Exclusivity**

18. It is agreed that matters designated to be handled by the SSTF will not knowingly be subject to non-SSTF law enforcement efforts by any of the participating agencies. It is incumbent on each agency to make proper internal notification regarding the SSTF's existence and areas of concern.

19. It is agreed that there is to be no unilateral action taken on the part of the FBI or any participating agency relating to SSTF investigations or areas of concern as described in paragraph 4. All law enforcement actions will be coordinated and cooperatively carried out.

20. SSTF investigative leads outside of the geographic areas of responsibility for the FBI [----------] Division will be communicated to other FBI offices for appropriate investigation.

B. **Confidential Human Sources**

21. The disclosure of FBI informants, or Confidential Human Sources (CHSs), to non-SSTF personnel will be limited to those situations where it is essential to the effective performance of the SSTF and only with prior FBI approval. These disclosures will be consistent with applicable FBI guidelines and policy.

22. Non-FBI SSTF personnel may not make any further disclosure of the identity of an FBI CHS, including to other individuals assigned to the SSTF. No documents or information which identify, tend to identify, or may indirectly identify an FBI CHS may be released without prior FBI approval.

23. In those instances where a participating agency provides a CHS, the FBI may become solely responsible for the CHS's continued development, operation, and compliance with

necessary administrative procedures regarding operation and payment as set forth by the FBI.

24. The U.S. Attorney General's Guidelines and FBI policy and procedure for operating FBI CHSs shall apply to all FBI CHSs opened and operated in furtherance of SSTF investigations. Documentation of, and any payments made to, FBI CHSs shall be in accordance with FBI policy and procedure.

25. Operation, documentation, and payment of any CHS opened and operated in furtherance of an SSTF investigation must be in accordance with the U.S. Attorney General's Guidelines, regardless of whether the handling agency is an FBI SSTF participating agency. Documentation of state, county, or local CHSs opened and operated in furtherance of SSTF investigations shall be maintained at an agreed upon location.

C. **Reports and Records**

26. All investigative reporting will be prepared in compliance with existing FBI policy. Subject to pertinent legal and/or policy restrictions, copies of pertinent documents created by SSTF personnel will be made available for inclusion in the respective investigative agencies' files as appropriate.

27. SSTF reports prepared in cases assigned to SSTF personnel will be maintained at an FBI approved location; original documents will be maintained by the FBI.

28. Records and reports generated in SSTF cases which are opened and assigned by the SSTF Supervisor with designated oversight for investigative and personnel matters will be maintained in the FBI investigative file for SSTF.

29. SSTF investigative records maintained at the [----------] Field Office of the FBI will be available to all SSTF personnel, as well as their supervisory and command staff subject to pertinent legal, administrative and/or policy restrictions.

30. All evidence and original tape recordings (audio and video) acquired by the FBI during the course of the SSTF investigations will be maintained by the FBI. The FBI's rules and policies governing the submission, retrieval, and chain of custody will be adhered to by SSTF personnel.

31. All SSTF investigative records will be maintained at an approved FBI location. Placement of all or part of said information into participating agency files rests with the discretion of supervisory personnel of the concerned agencies, subject to SSTF Supervisor approval.

32. Classified information and/or documents containing information that identifies or tends to identify an FBI CHS shall not be placed in the files of participating agencies unless appropriate FBI policy has been satisfied and only with prior FBI approval.

INFORMATION SHARING

33. Records or reports created or obtained by the SSTF are the property of the FBI and disclosure of such records, if it occurs, shall be pursuant to applicable federal law, with the approval of the FBI. If such records are shared outside of the [Abbreviated Name of Task Force] with state and/or local law enforcement agencies, such records are merely loaned to the non-Federal agency and are subject to retrieval by the FBI at its discretion. In the event that the City of Griffin Police Department receives a request pursuant to Georgia's public records statute, O.C.G.A. § 50-18-70, *et seq.*, the civil or criminal discovery process, or other judicial, legislative, or administrative process, to disclose SSTF records, the City of Griffin Police Department will immediately notify the FBI of any such request in order to allow sufficient time for the FBI to seek to prevent disclosure through appropriate channels, if necessary.

34. No information possessed by the FBI, to include information derived from informal communications between SSTF personnel and FBI employees not assigned to the SSTF, may be disseminated by SSTF personnel to non-SSTF personnel without the approval of the SSTF Supervisor and in accordance with the applicable laws and internal regulations, procedures, or agreements between the FBI and the participating agencies that would permit the participating agencies to receive that information directly. Likewise, SSTF personnel will not provide any participating agency information to the FBI that is not otherwise available to it unless authorized by appropriate participating agency officials.

35. The Parties acknowledge that this MOU may provide SSTF personnel with access to information about U.S. persons which is protected by the Privacy Act of 1974 and/or Executive Order 12333. The Parties expressly agree that all such information will be handled lawfully pursuant to the provisions thereof. The Parties further agree that if this access to information by SSTF personnel requires a change in privacy compliance documents, those changes will be accomplished prior to access being granted.

36. Each Party that discloses personally identifiable information (PII) is responsible for making reasonable efforts to ensure that the information disclosed is accurate, complete, timely, and relevant.

37. The FBI is providing access to information from its records with the understanding that in the event the recipient becomes aware of any inaccuracies in the data, the recipient will promptly notify the FBI so that corrective action can be taken. Similarly, if the FBI becomes aware that information it has received pursuant to this MOU is inaccurate, it will notify the contributing Party so that corrective action can be taken.

38. Each Party is responsible for ensuring that information it discloses was not knowingly obtained or maintained in violation of any law or policy applicable to the disclosing Party, and that information is only made available to the receiving Party as may be permitted by laws, regulations, policies, or procedures applicable to the disclosing Party.

39. Each Party will immediately report to the other Party each instance in which data received from the other Party is used, disclosed, or accessed in an unauthorized manner (including any data losses or breaches).

40. Each party agrees to provide, upon request, details regarding the handling and maintenance of data in electronic and paper recordkeeping systems maintained pursuant to the provisions of this MOU, in order to allow the other party to ensure that appropriate security and privacy protections are in place. Such information shall be provided to the extent allowable by the laws, regulations, and policies governing each party.

PROSECUTIONS

41. SSTF investigative procedures, whenever practicable, are to conform to the requirements which would allow for either federal or state prosecution.

42. A determination will be made on a case-by-case basis whether the prosecution of SSTF cases will be at the state or federal level. This determination will be based on the evidence obtained and a consideration of which level of prosecution would be of the greatest benefit to the overall objectives of the SSTF.

43. In the event that a state or local matter is developed that is outside the jurisdiction of the FBI or it is decided to prosecute a SSTF case at the state or local level, the FBI agrees to provide all relevant information to state and local authorities in accordance with all applicable legal limitations.

A. Investigative Methods/Evidence

44. For cases assigned to an FBI Special Agent or in which FBI CHSs are utilized, the Parties agree to conform to federal standards concerning evidence collection, processing, storage, and electronic surveillance. However, in situations where the investigation will be prosecuted in the State Court where statutory or common law of the state is more restrictive than the comparable federal law, the investigative methods employed by FBI case agents shall conform to the requirements of such statutory or common law pending a decision as to venue for prosecution.

45. In all cases assigned to state, county, or local law enforcement participants, the Parties agree to utilize federal standards pertaining to evidence handling and electronic surveillance activities as outlined in the DIOG to the greatest extent possible. However, in situations where the statutory or common law of the state is more restrictive than the comparable federal law, the investigative methods employed by state and local law enforcement agencies shall conform to the requirements of such statutory or common law pending a decision as to venue for prosecution.

46. The use of other investigative methods (search warrants, interceptions of oral communications, etc.) and reporting procedures in connection therewith will be consistent with the policies and procedures of the FBI.

B. Undercover Operations

47. All SSTF undercover operations will be conducted and reviewed in accordance with FBI guidelines and the U.S. Attorney General's Guidelines on FBI Undercover Operations. All participating agencies may be requested to enter into an additional agreement if an employee of the participating agency is assigned duties which require the officer to act in an undercover capacity.

USE OF LESS-THAN-LETHAL-DEVICES[1]

48. The parent agency of each individual assigned to the SSTF will ensure that while the individual is participating in FBI-led task force operations in the capacity of a task force officer, task force member, or task force participant, the individual will carry only less-lethal devices that the parent agency has issued to the individual, and that the individual has been trained in accordance with the agency's policies and procedures.

49. The parent agency of each individual assigned to the SSTF will ensure that the agency's policies and procedures for use of any less-lethal device that will be carried by the task force officer, task force member, or task force participant are consistent with the DOJ policy statement on the Use of Less-Than-Lethal Devices.[2]

DEADLY FORCE AND SHOOTING INCIDENT POLICIES

50. SSTF personnel will follow their own agencies' policies concerning firearms discharge and use of deadly force.

DEPUTATIONS

51. Local and state law enforcement personnel designated to the SSTF, subject to a limited background inquiry, shall be sworn as federal task force officers either by acquiring Title 21 or Title 18 authority (via the United States Marshals), with the FBI securing the

[1] Pursuant to Section VIII of the DOJ Less-Than-Lethal Devices Policy dated May 16, 2011, all state/local officers participating in joint task force operations must be made aware of and adhere to the policy and its limits on DOJ officers.

[2] Less-lethal – When use of force is required, but deadly force may not be appropriate, law enforcement officers may employ less-lethal weapons to gain control of a subject. Less-lethal weapons are designed to induce a subject to submit or comply with directions. These weapons give law enforcement officers the ability to protect the safety of officers, subjects, and the public by temporarily incapacitating subjects. While less-lethal weapons are intended to avoid causing any serious harm or injury to a subject, significant injuries and death can occur from their use.

The term "less-than-lethal" is synonymous with "less-lethal", "non-lethal", "non-deadly", and other terms referring to devices used in situations covered by the DOJ Policy on the Use of Less-Than-Lethal Devices. "Less-lethal" is the industry standard and the terminology the FBI has elected to utilize in reference to this policy.

required deputation authorization. These deputations should remain in effect throughout the tenure of each investigator's assignment to the SSTF or until the termination of the SSTF, whichever comes first.

52. Deputized SSTF personnel will be subject to the rules and regulations pertaining to such deputation. Administrative and personnel policies imposed by the participating agencies will not be voided by deputation of their respective personnel.

53. State, local, tribal, and territorial law enforcement officers (LEOs) who serve on the SSTF must be federally deputized under Title 18 and/or Title 21 of the USC while assigned to the SSTF. The FBI may likewise require federal LEOs who serve on the SSTF to be deputized while assigned to the SSTF. The FBI will secure the required authorization for deputations, as needed.

54. Under the terms of this MOU, the Participating Agency agrees that non-LEOs detailed to the SSTF will not: (1) participate in law enforcement activities; (2) carry a weapon, either lethal or non-lethal; or (3) participate in the execution of search/arrest warrants.

VEHICLES

55. In furtherance of this MOU, employees of participating agencies may be permitted to drive FBI owned or leased vehicles for official SSTF business and only in accordance with applicable FBI policy, rules and regulations, including those outlined in the FBI Government Vehicle Use Policy Guide (1093PG). The assignment of an FBI owned or leased vehicle to participating agency SSTF personnel will require the execution of a separate Vehicle Use Agreement.

56. The participating agencies agree that FBI vehicles will not be used to transport passengers unrelated to SSTF business.

57. Neither the FBI nor the United States shall be responsible for any liability arising from the use of an FBI owned or leased vehicle by SSTF while engaged in any conduct outside the scope of their duties and assignments pursuant to their federal deputation on the [task force].

58. To the extent permitted by applicable law, City of Griffin Police Department agrees to hold harmless the FBI and the United States for any claim for property damage or personal injury arising from any use of an FBI owned or leased vehicle by SSTF which is outside the scope of their duties and assignments.

SALARY/OVERTIME COMPENSATION

59. The FBI and each participating agency remain responsible for all personnel costs for their SSTF representatives, including salaries, overtime payments, and fringe benefits consistent with their respective agency, except as described in paragraph 60 below.

60. Subject to funding availability and legislative authorization, the FBI will reimburse to participating agencies the cost of overtime worked by non-federal SSTF personnel assigned full-time to SSTF, provided overtime expenses were incurred as a result of SSTF-related duties, and subject to the provisions and limitations set forth in a separate Cost Reimbursement Agreement to be executed in conjunction with this MOU. A separate Cost Reimbursement Agreement must be executed between the FBI and participating agencies for full-time employee(s) assigned to SSTF, consistent with regulations and policy, prior to any reimbursement by the FBI. Otherwise, overtime shall be compensated in accordance with applicable participating agency overtime provisions and shall be subject to the prior approval of appropriate personnel.

PROPERTY AND EQUIPMENT

61. Property utilized by the SSTF in connection with authorized investigations and/or operations and in the custody and control and used at the direction of the SSTF, will be maintained in accordance with the policies and procedures of the agency supplying the equipment. Property damaged or destroyed which was utilized by SSTF in connection with authorized investigations and/or operations and is in the custody and control and used at the direction of SSTF, will be the financial responsibility of the agency supplying said property.

FUNDING

62. This MOU is not an obligation or commitment of funds, nor a basis for transfer of funds, but rather is a basic statement of the understanding between the Parties hereto of the tasks and methods for performing the tasks described herein. Unless otherwise agreed in writing, each Party shall bear its own costs in relation to this MOU. Expenditures by each Party will be subject to its budgetary processes and to the availability of funds and resources pursuant to applicable laws, regulations, and policies. The Parties expressly acknowledge that the above language in no way implies that Congress will appropriate funds for such expenditures.

FORFEITURES

63. The FBI shall be responsible for processing assets seized for federal forfeiture in conjunction with SSTF operations.

64. Asset forfeitures will be conducted in accordance with federal law and the rules and regulations set forth by the FBI and DOJ. Forfeitures attributable to SSTF investigations may be equitably shared with the agencies participating in the SSTF.

DISPUTE RESOLUTION

65. In cases of overlapping jurisdiction, the participating agencies agree to work in concert to achieve the SSTF's objectives.

66. The participating agencies agree to attempt to resolve any disputes regarding jurisdiction, case assignments, workload, etc., at the field level first before referring the matter to supervisory personnel for resolution.

MEDIA RELEASES

67. All media releases and statements will be mutually agreed upon and jointly handled according to FBI and participating agency guidelines.

68. Press releases will conform to DOJ Guidelines regarding press releases. No release will be issued without FBI final approval.

SELECTION TO SSTF AND SECURITY CLEARANCES

69. If a participating agency candidate for the SSTF will require a security clearance, he or she will be contacted by FBI security personnel to begin the background investigation process prior to the assigned start date.

70. If, for any reason, the FBI determines that a participating agency candidate is not qualified or eligible to serve on the SSTF, the participating agency will be so advised and a request will be made for another candidate.

71. Upon being selected, each candidate will receive a comprehensive briefing on FBI field office security policies and procedures. During the briefing, each candidate will execute non-disclosure agreements (SF-312 and FD-868), as may be necessary or required by the FBI.

72. Before receiving unescorted access to FBI space identified as an open storage facility, SSTF personnel will be required to obtain and maintain a "Top Secret" security clearance. SSTF personnel will not be allowed unescorted access to FBI space unless they have received a Top Secret security clearance.

73. Upon departure from the SSTF, each individual whose assignment to the SSTF is completed will be given a security debriefing and reminded of the provisions contained in the non-disclosure agreement to which he or she previously agreed.

LIABILITY

74. The Parties acknowledge that this MOU does not alter the applicable law governing civil liability, if any, arising from the conduct of personnel assigned to the SSTF.

75. Each party agrees to notify the other in the event of receipt of a civil claim arising from [scope of the FBI's relationship with the MOU's other party]. Both parties agree to cooperate fully with one another in the event of any investigation arising from alleged negligence or misconduct arising from acts or omissions related to the [operational

relationship]. Nothing in this paragraph prevents any party from conducting an independent administrative review of any incident giving rise to a claim. In the event that a civil claim or complaint is brought against a state or local officer assigned to the SSTF, the officer may request legal representation and/or defense by DOJ, under the circumstances and pursuant to the statutes and regulations identified below.

76. COMMON LAW TORT CLAIMS

A. Congress has provided that the exclusive remedy for the negligent or wrongful act or omission of an employee of the U.S. Government, acting within the scope of his or her employment, shall be an action against the United States under the Federal Tort Claims Act, 28 U.S.C. § 1346(b), and §§ 2671-2680.

B. Notwithstanding any other provision contained in this MOU, for the limited purpose of defending civil claims arising out of [operational relationship] activity, any employee detailed from a Participating Agency who is acting within the course and scope of his or her official duties and assignments pursuant to this MOU may be considered an "employee" of the U.S. government, as defined at 28 U.S.C. § 2671. See 5 U.S.C. § 3374(c)(2).

C. Under the Federal Employee Liability Reform and Tort Compensation Act of 1998 (commonly known as the Westfall Act), see 28 U.S.C. § 2679(b)(l), if an employee of the United States is named as a defendant in a civil action, the Attorney General or his or her designee may certify that the defendant acted within the scope of his or her employment at the time of the incident giving rise to the suit. 28 U.S.C. § 2679(d)(1)&(2). The United States can then be substituted for the employee as the sole defendant with respect to any tort claims alleged in the action. 28 U.S.C. § 2679(d)(1)&(2). Decisions to certify that an employee was acting within the scope of his or her employment at the time of the incident giving rise to the suit, see 28 U.S.C. § 2679(d)(1)&(2), are made on a case-by case-basis, and such certification cannot be guaranteed.

D. If the Attorney General declines to certify that an employee was acting within the scope of employment, "the employee may at any time before trial petition the court to find and certify that the employee was acting within the scope of his office or employment." 28 U.S. C. § 2679(d)(3).".

77. For the limited purpose of defending against a civil claim arising from an alleged violation of the U.S. Constitution pursuant to 42 U.S.C. § 1983 or Bivens v. Six Unknown Named Agents of the Federal Bureau of Narcotics, 403 U.S. 388 (1971): an individual assigned to the SSTF who is named as a defendant in a civil action as a result of or in connection with the performance of his or her official duties and assignments pursuant to this MOU may request individual-capacity representation by DOJ to defend against the claims. 28 C.F.R. §§ 50.15, 50.16. Any such request for individual-capacity representation must be made in the form of a letter from the individual defendant to the U.S. Attorney General. The letter should be provided to Chief Division Counsel (CDC) for the FBI [----------] Division, who will then coordinate the request with the FBI Office of the General Counsel. In the event of an adverse judgment against the individual, he or she may request indemnification from DOJ. 28 C.F.R. § 50.15(c)(4). Requests for DOJ representation and indemnification are determined by DOJ on a case-by-case basis. The FBI cannot

guarantee the United States will provide legal representation or indemnification to any SSTF personnel.

78. Liability for any conduct by [task force personnel] undertaken outside of the scope of their duties and assignments pursuant to their federal deputation on the SSTF shall not be the responsibility of the FBI or the United States.

DURATION

79. The term of this MOU is for the duration of the SSTF's operations, contingent upon approval of necessary funding, but may be terminated at any time upon written mutual consent of the agency involved.

80. Any participating agency may withdraw from the SSTF at any time by written notification to the SSTF Supervisor with designated oversight for investigative and personnel matters or program manager of the SSTF at least 30 days prior to withdrawal.

81. Upon termination of this MOU, all equipment provided to the SSTF will be returned to the supplying agency/agencies. In addition, when an entity withdraws from the MOU, the entity will return equipment to the supplying agency/agencies. Similarly, remaining agencies will return to a withdrawing agency any unexpended equipment supplied by the withdrawing agency during any SSTF participation.

MODIFICATIONS

82. This agreement may be modified at any time by written consent of all involved agencies.

83. Modifications to this MOU shall have no force and effect unless such modifications are reduced to writing and signed by an authorized representative of each participating agency.

SIGNATORIES

_____ _____
Special Agent in Charge Date
Federal Bureau of Investigation

_____ _____
Chief Date
City of Griffin Police Department

Griffin

MICHAEL F. YATES, CHIEF OF POLICE
POLICE DEPARTMENT
234 N. HILL STREET| Griffin, GA 30223
P 770-229-6450 F 678-692-0412 E-mail: myates@cityofgriffin.com

May 22, 2023

To: Lt. John Hayes
From: Sgt. Joshua Oxford
Ref: FBI TFO Positions

I have been in contact with Andrew "Marc" Benjamin. He is heading up the Violent Crimes/Major Offenders Task Force as well as the Safe Streets Gang Task Force in Atlanta for the Federal Bureau of Investigation (FBI). They are willing to provide us with a Task Force Officer (TFO) position within each group.

Some of the benefits of this are that we have immediate access to Federal resources for investigations that we would not normally have. We would also have a direct line to take more cases and have them prosecuted on a Federal level. The FBI would provide a vehicle and fuel for the TFO that is assigned as well as cover that officers overtime. As with our TFO position with the Drug Enforcement Agency (DEA), when the TFO's attached with the FBI participate in asset forfeiture, we would get a percentage of that.

The TFO's would be allowed to work a few days a week out of our agency still provided they did not have pending work at the office or in the field. They would receive training, knowledge and experience that would be bright back to our agency and assist the police department with combatting crime presently and in the future.

The Violent Gang Safe Streets Task Force is the vehicle through which all of the federal, state, and local law enforcement agencies collaboratively address the violent crime plaguing communities. The FBI's Safe Streets and Gang Unit administers 160 Violent Gang Safe Streets Task Forces nationwide.

These task forces pursue violent gangs through sustained, proactive, coordinated investigations to obtain prosecutions on violations such as racketeering, drug conspiracy, and firearms violations. The Safe Streets Task Force concept expands cooperation and communication among federal, state, and local law enforcement agencies, increasing productivity and avoiding duplication of investigative efforts.

One of the key facets of a Safe Streets Task Force is the Enterprise Theory of Investigation (ETI). Combining short term, street level enforcement activity with such sophisticated techniques as consensual monitoring, financial analysis, and Title III wire intercepts investigations using ETI aim to root out and prosecute the entire gang. The ETI has proven how effective federal racketeering, drug conspiracy, and firearms investigations can be, whether it is providing the incentive for witnesses to cooperate or imprisoning the gang's leaders for decades.

Sgt Joshua Oxford
Griffin Police Department

AGENDA ITEM SUMMARY

ITEM SUMMARY:

Consider a Memorandum of Understanding between the Federal Bureau of Investigation ("FBI") and the City of Griffin for the City to obtain a position on the Safe Streets Task Force with the FBI and authorize the City Manager and/or Mayor to execute any corresponding documents related to same. *Captain Daniel Jett, Griffin Police Department, will address.*

SPECIAL CONSIDERATIONS OR CONCERNS:

The MOU delineates the responsibilities of the Safe Streets Task Force (SSTF) personnel; formalizes the relationship between the FBI and the City for policy guidance, planning, training, public and media relations; and maximize inter-agency cooperation. See the attached Letter from Sergeant Josh Oxford that explains the Task Force and its benefits to the City in more detail.

STAFF RECOMMENDATION:

Staff recommends approval.

FINANCIAL IMPACT:

There are no additional financial obligations for the City as the officer chosen is already an employee of the City. Additionally, the FBI covers the cost of any overtime accrued by the officer, which could lessen the financial burden of the City, depending on which officer is chosen.

Submitted By:
Jessica O'Connor

Meeting Date:
13/06/2023

Reviewed By:
Jessica O'Connor

ATTACHMENTS:
Ltr from Oxford Explaining FBI TFO 05.22.2023.pdf

Griffin

MICHAEL F. YATES, CHIEF OF POLICE
POLICE DEPARTMENT
234 N. HILL STREET| Griffin, GA 30223
P 770-229-6450 F 678-692-0412 E-mail: myates@cityofgriffin.com

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Sgt Joshua Oxford
Griffin Police Department

AGENDA ITEM SUMMARY

ITEM SUMMARY:

Consider authorization for Mayor Hollberg and Commissioners Ward, Flowers, Murray, Tinsley and McCord to attend the MEAG Annual Meeting in Amelia Island, Florida July 10-12, 2023.

SPECIAL CONSIDERATIONS OR CONCERNS:

The MEAG Power Annual Meeting is held each year to provide updates on the latest developments affecting the power industry and our community. Griffin Power personnel and the City Manager will be in attendance as well.

STAFF RECOMMENDATION:

N/A

FINANCIAL IMPACT:

Registration costs are budgeted in FY23, line item 101-1110-52-3700 and travel costs are budgeted in FY24, line item 101-1110-52-3500.

Submitted By:

Susan Bartholomew

Meeting Date:

13/06/2023

Reviewed By:

Jessica O'Connor

AGENDA ITEM SUMMARY

ITEM SUMMARY:

Consider cancellation of the City of Griffin Board of Commissioners' July 11, 2023 Regular meeting due to Commissioners' attendance at the MEAG Annual Meeting on July 10-12, 2023.

SPECIAL CONSIDERATIONS OR CONCERNS:

This annual meeting routinely requires advance cancellation of a Commission meeting.

STAFF RECOMMENDATION:

Staff recommends approval.

FINANCIAL IMPACT:

N/A

Submitted By:

Susan Bartholomew

Meeting Date:

13/06/2023

Reviewed By:

Jessica O'Connor