AGENDA
Regular Scheduled Meeting
CITY OF GRIFFIN BOARD OF COMMISSIONERS
August 22, 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 Angela Thompson, Budget Analyst, as the July 2023 Strongest Link in the Chain award recipient. *Senior Executive Assistant, Susan Bartholomew, will address.*

2. Presentation of the Iris City Golf Classic charity funds in the amount of $9,161.04 to Georgia Baptist Children's Homes and Family Ministry. *Public Works Director, Mariza Eller and Assistant Golf Shop Manager, Laura Adams, 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.

3. Receive comments regarding the re-adoption of the 2007 Fairmont Urban Redevelopment Plan. *Director of Planning & Development, Chad Jacobs will address.*

4. Receive comments regarding a variance to reduce the minimum lot width within Planned Commercial Development (PCD) at 1524 Highway 16 West for The Kroger Co. *Director of Planning & Development, Chad Jacobs, will address.*

5. Receive comments regarding a request for a special use permit for a Personal Care Home in Planned Commercial Development (PCD) for property located at 217 S. 13th Street. *Director of Planning & Development, Chad Jacobs, will address.*

CONSENT AGENDA

6. Consider the purchase of two 750 KV 3-phase padmount transformers in the amount of $73,860 from Gresco Utility Supply Inc., sole source. *Electric Director, Jennifer Freeman, will address.*

7. Consider the DataVoice Outage Management System (OMS) maintenance contract in the amount of $62,926.56 for the initial term and $72,706.87 annually for 5 years from DataVoice, sole source. *Chief*

Technology Officer, Gibb Cotton will address.

8. Consider an Authorization Agreement for the 2024 Annual Subscription between MEAG Power and the City of Griffin to sell excess capacity. *Electric Director, Jennifer Freeman, will address.*

9. Consider Master Services Agreement with Moss Adams, single source, and Statements of Work for telecommunications and regulatory compliance consulting in the amount of $19,300.00. *Chief Technology Officer, Gibb Cotton will address.*

REGULAR AGENDA

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

10. Consider the minutes of the City of Griffin Board of Commissioners' Regular Meeting on August 8, 2023.

11. Consider a resolution to re-adopt the 2007 Fairmont Urban Redevelopment Plan. *Director of Planning & Development, Chad Jacobs will address.*

12. Consider a variance to reduce the minimum lot width within Planned Commercial Development (PCD) at 1524 Highway 16 West for The Kroger Co. *Director of Planning & Development, Chad Jacobs, will address.*

13. Consider a request for a special use permit for a Personal Care Home in Planned Commercial Development (PCD) for property located at 217 S. 13th Street. *Director of Planning & Development, Chad Jacobs, will address.*

14. Consider a resolution naming Deborah Manning-Gilbert, Finance Director , Amanda Carmichael, Controller, and Christina Ortiz, Accountant IV as individuals authorized to deposit and/or withdraw funds from the local government investment pool on behalf of the City of Griffin and authorize the Mayor to execute said resolution. *Deborah Manning-Gilbert, Finance Director, will address.*

15. Consider, on first reading, an ordinance amending Chapter 74, SOLID WASTE, Code of Griffin, Article II, Handling Storage and Collection, and Article VI, Billing and Enforcement, for the purpose of prohibiting the disposal or placement of lithium-ion batteries in residential or commercial solid waste, the City landfill, or the City's transfer station. *Staff Attorney, Kelsey Carden, will address.*

16. Consider a contract with Onsite Paving, Sealcoating and Maintenance, Inc,, low bidder, in the amount of $895,682.74 for milling and resurfacing for year 2 of TSPLOST repaving. *Director of Public Works, Mariza Eller, will address.*

17. Consider an amendment to the Intergovernmental Contract for Conducting of Municipal Elections between The City of Griffin, Georgia and Spalding County, Georgia. *City Manager, Jessica O'Connor, will address.*

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 Angela Thompson, Budget Analyst, as the July 2023 Strongest Link in the Chain award recipient. *Senior Executive Assistant, Susan Bartholomew, 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:
22/08/2023

Reviewed By:
Jessica O'Connor

ATTACHMENTS:
Angela Thompson, Strongest Link 08.23.pdf

Strongest Link in the Chain (Individual) Nomination Form

Nominee Name Angela Thompson Department Finance

Nominee Dept. Director signature required to move forward. Nominator to get this before submitting this form to Human Resources to be considered.

Nominee Department Director Approval for submission Deborah M Gilbert Date 7/11/2023

Your (Nominator) Name Susan Bartholomew Department City Manager

Submission Date to HR July 11, 2023

Is this monthly nomination? (Yes) No If yes, which month July

Is this an annual nomination? Yes No If yes, which year

Reason for the Nomination

Using the program criteria, explain in detail why the employee deserves to be recognized as the *Strongest Link in the Chain*. Use a separate sheet if necessary.

Angela Thompson has been an integral part of the City for close to 30 years, and her institutional knowledge is invaluable. With regard to the budget process, Angela spends countless hours working with the City Manager and Department Directors to create a fair and balanced budget for the City. Her attention to detail and drive for perfection benefit all of the employees and the citizens of Griffin. Angela is cognizant of the need for transparency, and she is conscientious with the tax payers' money. I can't think of a more deserving person than Angela Thompson to be the Strongest Link in the Chain for ~~June~~ July 2023.

Angela single-handedly did the FY24 budget!

AGENDA ITEM SUMMARY

ITEM SUMMARY:

Presentation of the Iris City Golf Classic charity funds in the amount of $9,161.04 to Georgia Baptist Children's Homes and Family Ministry. *Public Works Director, Mariza Eller and Assistant Golf Shop Manager, Laura Adams, will address.*

SPECIAL CONSIDERATIONS OR CONCERNS:

N/A

STAFF RECOMMENDATION:

N/A

FINANCIAL IMPACT:

N/A

Submitted By:
Mariza Eller

Meeting Date:
22/08/2023

Reviewed By:
Jessica O'Connor

AGENDA ITEM SUMMARY

ITEM SUMMARY:

Receive comments regarding the re-adoption of the 2007 Fairmont Urban Redevelopment Plan. *Director of Planning & Development, Chad Jacobs will address.*

SPECIAL CONSIDERATIONS OR CONCERNS:

The Griffin Housing Authority is working with the developer, Collaborative Housing Solutions, to submit a 4% scattered site Low Income Housing Tax Credit application in October for two multi-family residential projects within the Fairmont neighborhood area. The application is based on an accumulation of points. The Fairmont Redevelopment Plan is worth 5-7 points on the application but it must be adopted within ten (10) years of the application submittal. The last redevelopment plan was adopted in 2007.

STAFF RECOMMENDATION:

Staff recommends approval.

FINANCIAL IMPACT:

Approval is critical to making the 4% Low Income Housing Tax Credit application competitive.

Submitted By:
Chad Jacobs

Meeting Date:
22/08/2023

Reviewed By:
Jessica O'Connor

ATTACHMENTS:
Fairmont Urban Redevelopment Plan.pdf
2007 Fairmont Redevelopment Plan readoption memo.pdf
Resolution to Re-Adopt Fairmont Neighborhood Urban Redevelopment Plan, 8-22-23.pdf

FAIRMONT COMMUNITY

URBAN REDEVELOPMENT PLAN



Prepared By
Planning and Development Services Department
Adopted
By
The Griffin Board of Commissioners

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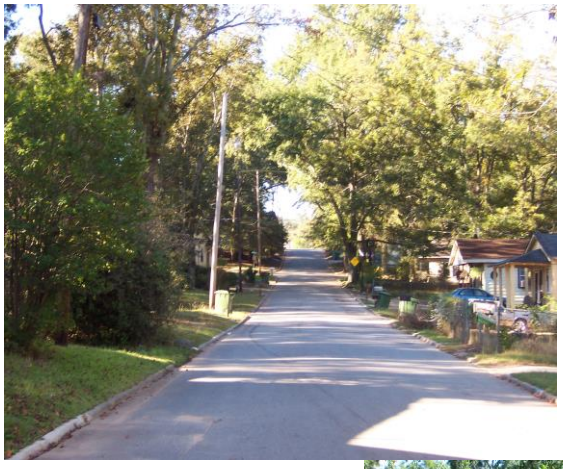
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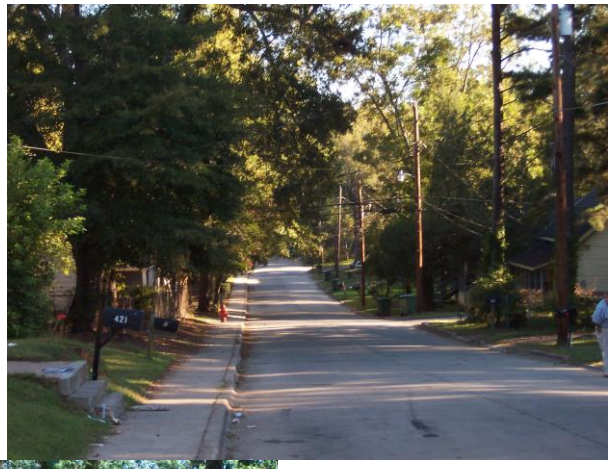
Introduction

This document, the Fairmont Neighborhood Redevelopment Plan, presents a base of knowledge from which informed decisions about the future of the neighborhood will be made. The plan includes documentation necessary to designate the Fairmont Neighborhood as an Urban Redevelopment Area, and will direct efforts intended to enhance the livability and quality of life in the neighborhood.

More specifically, this neighborhood redevelopment plan will create an action agenda based on the assessment of substandard conditions throughout the plan area. This assessment can assist future revitalization actions for individual properties, and also provide cost estimates for such actions. The ultimate intent of the plan is to outline steps necessary to create an environment that is clean, livable, safe, well maintained, aesthetically pleasing, and economically viable.

This neighborhood redevelopment plan will meet the requirements of Title 36, Chapter 61 of the Code of Georgia, as amended, known as the Urban Redevelopment Law. Compliance with this law grants certain powers to the City of Griffin that are necessary to carry out redevelopment activities in the area. This document contains the existing conditions and recommended strategies for the revitalization of this neighborhood.







Resolution of Support from City of Griffin Board of Commissioners

RESOLUTION

A RESOLUTION OF THE BOARD OF COMMISSIONERS OF THE CITY OF GRIFFIN, GEORGIA, IN FURTHERANCE OF THAT CERTAIN RESOLUTION, ENACTED JULY 12, 2005, FINDING AND DECLARING THE NECESSITY WITHIN THE CITY OF GRIFFIN FOR A PLAN OF URBAN REDEVELOPMENT; REDEFINING THOSE AREAS OF THE CITY IN WHICH CONDITIONS OF SLUM AND BLIGHT NOW EXIST OR WHICH, IF NOT ADDRESSED, ARE LIKELY TO BECOME AREAS OF SLUM AND BLIGHT; ADOPTING A WORKABLE PROGRAM, AS RECOMMENDED BY THE CITY MANAGER AND HIS STAFF, TO ELIMINATE AND PREVENT THE SPREAD OF SLUMS; TO PROVIDE A GENERAL PLAN FOR URBAN REDEVELOPMENT UPON WHICH MORE SPECIFIC PLANS MAY BE BASED; AND FOR OTHER PURPOSES.

WHEREAS, this Board of Commissioners, at its regular meeting held July 12, 2005, adopted a Resolution, pursuant to O.C.G.A. Title 36, Chapter 61, URBAN REDEVELOPMENT, finding and declaring the necessity within the City of Griffin for a plan of urban redevelopment, to identify those areas of the city in which conditions of slum and blight, as defined by O.C.G.A. §36-61-2, exist or which, if not addressed are likely to become areas of slum and blight;

WHEREAS, subsequent thereto, following a duly advertised public hearing, this Board of Commissioners designated an area, principally being that area of the city lying north of the railroad, as its Urban Redevelopment District;

WHEREAS, subsequent thereto, and after diligent study by qualified housing consultants, urban planners, economic development specialists, and city staff, including the Livable Centers Initiative conducted on behalf of the Atlanta Regional Commission, staff recommended the area designated as the city's Urban Redevelopment District be expanded to include the traditional downtown business district of Griffin;

WHEREAS, the City Manager and his staff have recommended to this Board the enactment of a workable program (general plan) of urban redevelopment, which at a minimum includes a feasible method for the relocation of families who will be displaced by urban redevelopment; that is consistent with the goals and objectives of the Comprehensive Plan, 2024, including provision of safe, affordable housing for its citizens; and which affords maximum opportunity for the voluntary redevelopment by private owners or private enterprise; and

WHEREAS, this Board has conducted a public hearing, duly advertised as required by law, at which citizens and private property owners in the area proposed for district designation have been afforded opportunity for comment on the proposed workable program;

NOW, THEREFORE, BE IT RESOLVED BY THE BOARD OF COMMISSIONERS OF THE CITY OF GRIFFIN, GEORGIA:

1. That the proposed URBAN REDEVELOPMENT PROGRAM, dated December 11, 2007, be adopted as the workable program (general plan) for urban redevelopment. The City Manager and his staff are hereby directed to recommend specific plans, in accordance with the general plan, to achieve the objectives of this program through future Board action, including annual funding of such specific plans.

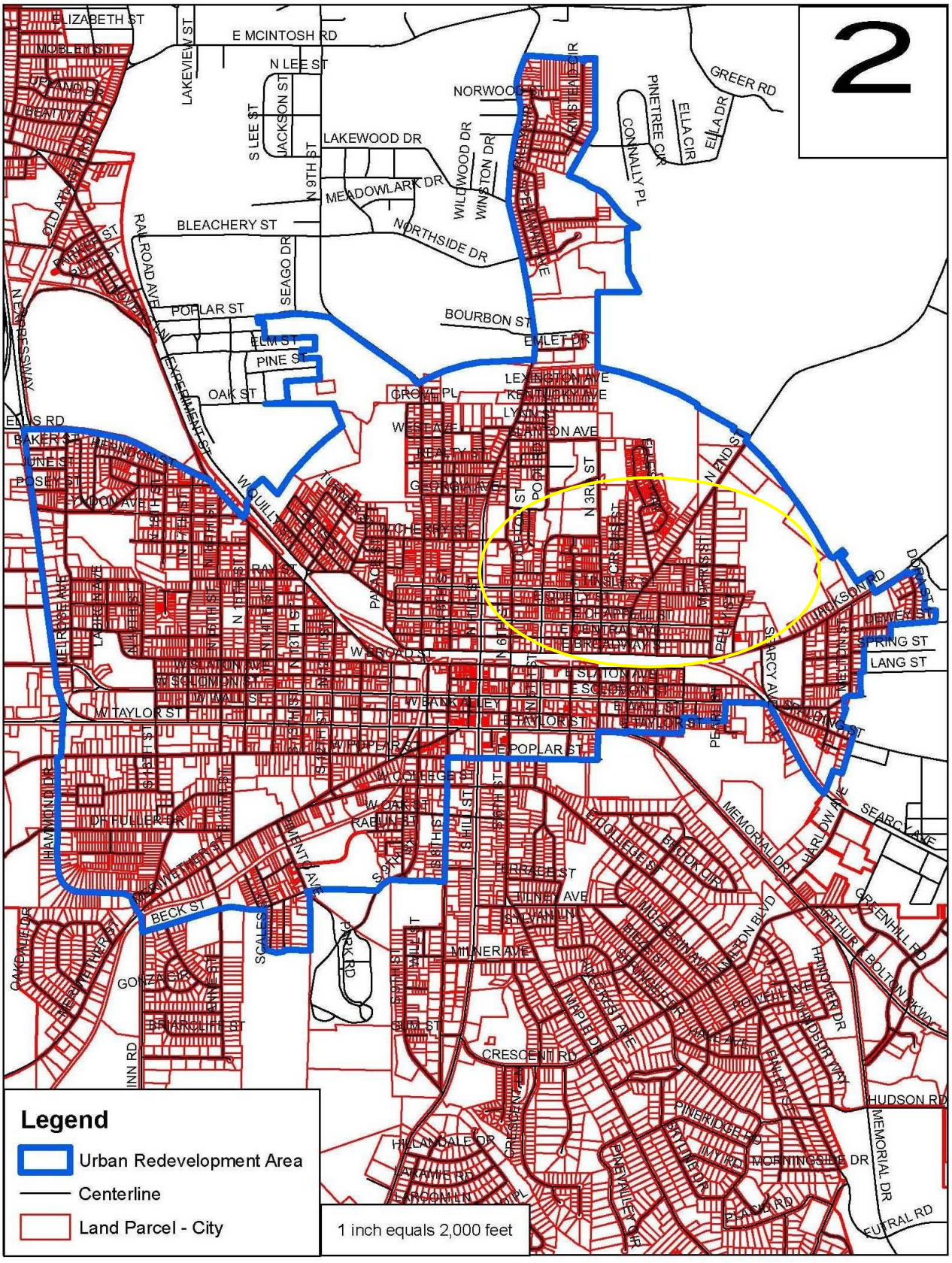
2. That the Urban Redevelopment District, as heretofore designated, be amended and enlarged to include the traditional downtown business area of the city, as well as the area north of City Park, extending west of S. 8th Street. As amended, the boundaries of the Urban Redevelopment District shall be as shown on Exhibit "B", appended to the Urban Redevelopment Program, to include those properties on both sides of the streets shown as the boundaries of said district.

3. That the Director of Planning and Development Services, in consultation with the City Manager, annually present a proposed program budget, including recommended funding for specific plans and capital improvements to be made within the District in accordance with the general plan. Such budget shall include the source for financing implementation, utilizing to the greatest extent possible, available grants, loans, the creation of tax allocation districts, enterprise and opportunity zones, and private-sector investment.

SO RESOLVED, this 11th day of December, 2007.

W.D. Landrum, Chairperson
City of Griffin Board of Commissioners

Kenny L. Smith, Secretary


2
ELIZABETH ST
MOBLEY ST
BEATTY ST
E MCINTOSH RD
N LEE ST
LAKEVIEW ST
S LEE ST
JACKSON ST
N 9TH ST
LAKEWOOD DR
MEADOWLARK DR
NORWOOD ST
WILDWOOD DR
WINSTON DR
GREER RD
PINETREE CIR
CONNALLY PL
ELLA CIR
ELLA DR
BLEACHERY ST
NORTHSIDE DR
SEAGO DR
POPLAR ST
ELM ST
PINE ST
OAK ST
BOURBON ST
EMLET DR
RAILROAD AVE
EXPERIMENT ST
N END EXPRESSWAY
ELLIS RD
BAKER ST
JONES ST
POSEY ST
GROVE PL
LEXINGTON AVE
KENTUCKY AVE
LYNN ST
CLAYTON AVE
WEST AVE
GEORGIA AVE
N 3RD ST
N END ST
W QUILLIN ST
W CHERRY ST
W ROAD ST
W STATION AVE
W SCHOOL ST
W MAIN ST
W BANK ALLEY
W TAYLOR ST
W POPLAR ST
W COLLEGE ST
W OAK ST
RAELUN ST
DR THULLEN DR
BECK ST
GONZALEZ DR
BEVERLY HILLS DR
INN RD
SCALES ST
PARK RD
MILNER AVE
CRESCENT RD
E STATION AVE
E SCHOOL ST
E MAIN ST
E BANK ALLEY
E TAYLOR ST
E POPLAR ST
E COLLEGE ST
E OAK ST
FURRACE ST
TILNEY AVE
MEMORIAL DR
HARLOWE AVE
SEARCY AVE
DOGWOOD ST
DENVER ST
SPRING ST
LANG ST
JACKSON RD
BEECH CIR
BEECH ST
MAPLE AVE
MAPLE DR
HANOVER DR
ELMHURST WAY
ELMHURST DR
ARTHUR BOLTON PKWY
GREENHILL RD
HUDSON RD
MORNINGSIDE DR
PINERIDGE DR
IVY RD
PINEVILLE DR
HILLANDALE DR
FUTRAL RD
Legend
Urban Redevelopment Area
Centerline
Land Parcel - City
1 inch equals 2,000 feet

Background

Location

The Fairmont Neighborhood Redevelopment Area is located north of Downtown Griffin and is bordered to the south by Broadway Street, to the east by Jackson Road, to the north by Lexington Avenue and to the West by North Hill Street, to include Blanton Ave, Lynn Lane, Haskell Ward Dr, Kentucky Ave, Crawford St, AZ Kelsey St, Cabin Creek Dr and Jefferson St., to name a few. This area is located within the Fairmont Neighborhood, which is considered as the north side or 2nd Ward.

Neighborhood History

The Fairmont neighborhood was built in the early 1900's by the owners of the Thomaston Mill for its workers to live in close proximity to their jobs. For over 30 years, the neighborhood consisted of mostly white low to moderated income (working class) families. During the late 1950's and 1960's many of the white owners and renters moved from the Fairmont neighborhood (Second Ward) to new neighborhoods within the Third Ward on the south side of downtown Griffin. According to the U.S. Census and the Planning and Development Department survey, Thomaston Mill neighborhood is predominately African-American (99.9%) and very low income.

Today, the Thomaston Mill neighborhood is over 89.9 percent renter occupied to 10 percent owner occupied. According to the 1990 census the neighborhood had a population of 455 persons; however, that population dropped to 346 persons according to the 2000 census. This represents a 23 percent decrease in the population over the ten (10) year period. As the neighborhood transitioned to mostly renter occupied, disinvestment in the neighborhood became the norm.

One unique attribute of the neighborhood is the pocket park, which was donated to the neighborhood by a major property owner in the area. This park could serve as a starting point to focus the redevelopment efforts within this neighborhood.

Boundary Map of Thomaston Mill Neighborhood



Description of Area Housing

The Thomaston Mill Neighborhood is predominately a single-family residential neighborhood covering roughly 38.71 acres of land. There are approximately 144 residential structures are located within the Thomaston Mill Neighborhood. The typical residential structure was built in the early 1900's to the mid 1950's with a number of homes being constructed or reconstructed as infill homes roughly 20 years ago. Many residential structures within the neighborhood were constructed in the bungalow, craftsmen and shot gun styles of the early 1900's with many traditional structures being constructed twenty (20) years ago.

Of the 144 residential structures identified within the neighborhood, approximately seven (7) are multi-family residential dwelling units and 137 are single-family residential detached dwelling units. Of the 144 residential structures identified within the plan area, only 43 structures are deemed to be of adequate standards. Thirty-seven (37) structures are considered "occupied dilapidated" (substandard), twenty-five (25) are "vacant dilapidated" (substandard) structures and thirty-nine (39) structures are considered "occupied deteriorated". Many of the structures had been identified and targeted for demolition by the City's Building Safety Division over the last five (5) years; however, the financial commitment from the city to fund the substandard abatement program has ceased. Illustrated below is a housing condition chart that depicts the city's classification system for ranking housing. These structures have become a burden on the neighborhood and a haven for illegal activities, such as drug dealing and drug use, vagrancy, and prostitution.

Conditions	Description
Adequate	**No defects or slight defects correctable with normal maintenance**. There may be slight damage to porches, steps, roofs; slight wearing away of mortar between bricks, stones, or concrete blocks; small cracks in walls or chimney; cracked windows; lack of paint; slight wear on steps, doors, and door and window sills and frames.
Deteriorating	**Intermediate defects requiring repair if unit is to provide safe and adequate shelter; more serious defects than those correctable by routine maintenance**. These defects may include holes, open cracks, rotted, loose, or missing materials in parts of the foundation, walls, or roof (up to ¼ of wall or roof); shaky, broken, or missing steps or railings; numerous missing and cracked window panes; some rotted or loose windows or doors (no longer wind and waterproof); missing bricks or cracks in chimney or makeshift (un-insulated) chimney.
Dilapidated	**Serious defects making the building a safety hazard or creating unhealthy environment**. These defects may include holes, open cracks, or rotted, loose, or missing material (siding, shingles, brick, concrete, tiles, plaster, floorboards) over large areas of foundation, walls, or roof; substantial sagging of roof, floors, or walls; extensive damage by fire, flood, or storm; inadequate original construction such as makeshift walls, roofs made of scrap materials, foundations or floors lacking, or converted barns, sheds, and other structures not adequate for housing.

Examples of Housing Types





Examples of Adequate Housing





Examples of Deteriorating Housing





Examples of Dilapidated Housing

Housing Tenure

There are roughly 15 owner occupied houses and 129 renter occupied houses within the neighborhood. Of the 15 owner-occupied homes all are in some form of deterioration with over seven (7) in a state of dilapidation. There are numerous rental units in a state of deterioration; however, many are in a state of dilapidation. Cycles of disinvestment, speculation and absentee landowners combined with high rental occupancy and incidence of poverty has resulted in the neighborhood's deterioration.

Table1: Residential Occupancy

Category	Number	Percent
Total Housing Units	144	100%
Owner-Occupied Units	15	10.4%
Renter-Occupied Units	129	89.6%

Source: Planning and Development Services Survey 2005

Within the Thomaston Mill neighborhood, renter occupied housing represents 89.6% of the housing stock, while owner occupied housing represent only 10.4% of the housing stock. The impact of 90% rental occupancy rate tend to serve transitional renters, those who move from one renter unit to another and not caring about the community has left the neighborhood in decline and in need of revitalization.



Maintenance of rental and abandoned properties has been a major concern of the neighborhood's few remaining homeowners, citing visual blight, deterioration and safety issues. Many of the vacant structures are being vandalized when not boarded up due to absentee property owners; moreover, all of the vacant substandard structures are tax delinquent.

The City has demolished approximately three homes within the neighborhood as part of the substandard housing abatement program, and liens were filed on these properties. However, the owners have not paid the outstanding liens, while maintenance of these properties continues at the expense of the community. Many dilapidated units were identified and tagged as substandard and have been through the court system in order to demolish the structures. However, the city discontinued funding for the abatement program and these homes remain either boarded up or falling apart.

Issues:

1. There is a high number of substandard vacant housing within the plan area
2. Lack of housing character throughout the neighborhood
3. Majority of houses within the plan area are in a state of disrepair or dilapidated
4. The ratio of renter occupied to owner occupied homes is too high
5. Absenteeism by landlords and property owners is too high and needs to change
6. Properties utilized for criminal activities such as the distribution of drugs, prostitution and vagrancy

Description of Land Use and Zoning

The predominant land use within the Plan Area is residential. Single-family residential dwellings form the basic structure of the neighborhood with a small percentage of multi-family dwellings units scattered throughout. There are three non-residential land uses contained within the neighborhood: a pocket park, a church, and a manufacturing business. The church and manufacturing business is located along West Quilly Street. The pocket park, situated on roughly 10,890 square feet (1/4 acre) of land, is located between Turner Street and Hallyburton Street and contains a tot lot, a slide, and other play equipment. The land use pattern in the Thomaston Mill neighborhood dates back to before the adoption and implementation of zoning in the City of Griffin. Moreover, disregard for zoning and building codes and the lack of an adequate infill ordinance have left many structures within the setbacks and have allowed multiple dwelling units to occupy a single lot.

Thomaston Mill Neighborhood consists of roughly, 38.71 acres of land contained within an eleven-block (11) area. Lots within the plan area are between 3,000 square feet to 10,890 square feet of land area, with an average lot size being roughly 7,000 square feet. The typical building front yard setbacks range from 0 to 25 feet, with building setbacks of less than 20 feet being more representative of the district. The zoning within the Thomaston Mill Neighborhood is Medium Density Residential (MDR), which requires a minimum lot size of 10,890 square feet or .25 acres. The MDR district also requires a minimum building size of 1,500 square feet. Most of the homes in this neighborhood do not meet that requirement and any homes rebuilt to this standard would be out of character with existing structures. In order to accommodate an affordable housing stock, the 1,500 square feet minimum will be reduced to 1,250 square feet for homes redeveloped in this neighborhood. In addition, substandard lots will be allowed to remain unless a sizeable benefit results from combining or redrawing an entire block or group of parcels, and where such instances are applicable and practical. No increase in density should occur in this neighborhood, though density reductions may occur through creating standard lots, which will strengthen the uniformity and neighborhood character.

There are approximately 167 parcels located within the Thomaston Mill neighborhood. Single-family residential dwellings are the dominant type of land use within the Thomaston Mill neighborhood with the exception of one manufacturing business and one church.

Category	2005	Percent
Total Parcel	167	100%
Single-Family	124	74%
Duplex	7	4%
Multi-family	3	1%
Commercial	0	0%
Industrial	1	.05%
Public	1	.05%
Institutional	1	.05%
Other-Mixes Use	0	0%
Vacant Parcels	30	17%

Source: Planning and Development Survey

Of the 167 parcels, 30 parcels are vacant, one is utilized for the neighborhood park and one is utilized for a manufacturing business. There is also one church located within the neighborhood that is operating under the MDR zoning district without a special use permit and is considered a legal, nonconforming use per the city Zoning Ordinance.

As stated previously, many of the single-family detached dwelling units within the Thomaston Mill neighborhood are presently being utilized as rental units, some containing multiple unrelated families. This is not consistent with the defined zoning district and does not fulfill the land use that the City of Griffin's 2024 Comprehensive Plan has identified for these parcels.

There are no commercial land uses within the neighborhood that are legally permitted to operate. Code Enforcement has issued numerous warnings and citations regarding the use of residential property for commercial land use activities, such as auto repair shops. There is an abandoned textile mill and Thomaston Mill, which was rezoned to Planned Residential Development (PRD) to be utilized as a mixed-use facility to include residential lofts.

The City plans to manage the plan in concert with the Land Use Goals of the 2024 Comprehensive Plan. The following objectives from the Comprehensive Plan will be used as a guide for redevelopment:

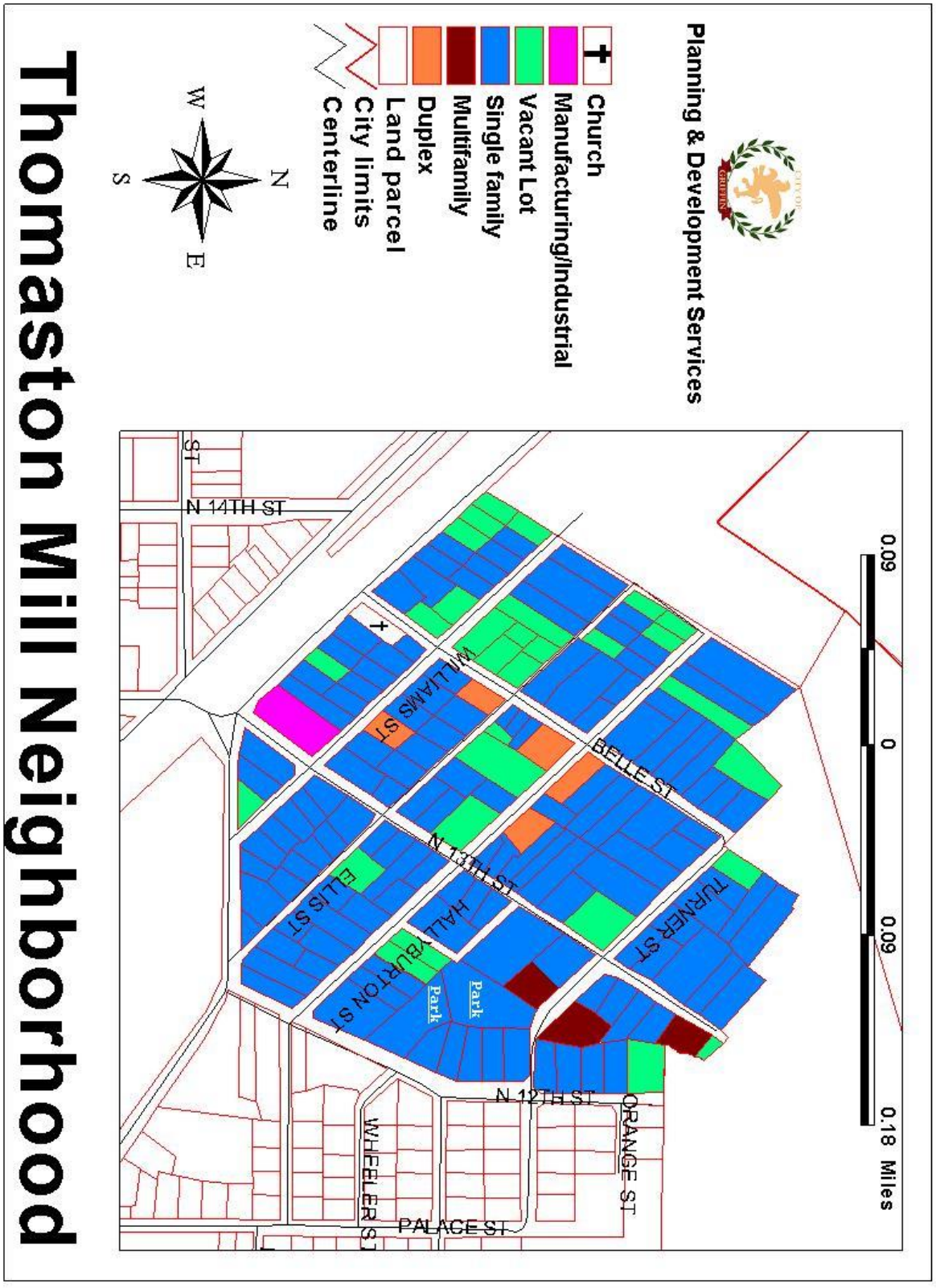
1. Improve community aesthetics within Griffin's corridors, districts, and neighborhoods.
2. Encourage infill and redevelopment within the City's targeted areas.
3. Preserve Griffin's small town feel and enhance community pride.
4. Allow greater flexibility within applicable design standards for creative site developments and infrastructure improvements.

Furthermore, infill development will follow Section 428 of the City of Griffin Zoning Ordinance. Current infill requirements include adherence to the surrounding building scale, architectural style, building materials consistent with neighborhood characteristics, and the encouragement of additional visual elements. New guidelines for infill developments, and any variances from such guidelines, will be considered as appropriate.

Issues:

1. There are many non-conforming lots; lot width and area below minimum standards
2. Too many underutilized and vacant lots
3. Non-conforming uses within the MDR zoning district
4. Illegal land uses within the MDR zoning district

Thomaston Mill Land Use Map



Transportation/Circulation

There are seven (7) streets within the plan area of which all are in need of repair or replacement due to the lack of maintenance and over use. Streets throughout the neighborhood are paved with concrete and asphalt in sections, which have a variety of problems ranging from cracks and separation to potholes. Moreover, there are four (4) streets that terminate without the benefit of a cul-de-sac, which could impact emergency vehicles operation along those streets. These streets include Belle Street, Williams Street, 12th Street, and 13th Street, and are classified as local streets designed to accommodate light vehicles only, according to the Griffin Comprehensive Transportation Plan. Streets within the plan area are between 15 feet and 24 feet wide for two-way traffic. There is one street (Ellis Street) that is one-way and is roughly 15 feet wide, which only allows traffic to flow west. The neighborhood roadway network lacks connectivity along the listed dead-end streets, which poses a serious safety issue with regards to the movement of fire protection resources.

Sidewalks are spotted throughout the neighborhood and are located mainly along Belle Street and 13th Street; however, Belle Street only has sidewalks on one side of the street. The existing sidewalks are in need of repair and should be extended where possible to allow for connectivity to the pocket park and the City Park. Moreover, major streets with no sidewalks, such as 12th Street and Hallyburton Street, are capable of having sidewalks constructed on at least one side of the street to allow residents safe access to the parks. The neighborhood contains no walking trails, however, residents walk along a make shift trail to the City Park and to adjacent neighborhoods.

Issues:

1. Lack of sidewalks in the plan area and surrounding neighborhood
2. All roads need new pavement and curbing
3. No references of correct rights of way throughout the plan area
4. No connectivity among road network
5. No connectivity in sidewalk system within the neighborhood

Neighborhood roads with no sidewalk and weak gutter system



Infrastructure

The city's primary infrastructure elements within the neighborhood such as water, sewer service, and stormwater are in a deteriorated state. The water and sewer lines have been in place since the 1940's. The city applied for a Community Development Block Grant (CDBG) to improve the water and sewer lines due to a high level of infiltration and inflow problems. Moreover, the existing water and sewer lines have been in place for over 50 years and were made from clay, which over time have been clogged and broken by the root systems of nearby trees. During rain events, the two creeks that run through the neighborhood are flushed with raw sewerage and debris that residents have thrown into them.

The redevelopment of this neighborhood will require significant infrastructure improvements and upgrades. Water and sewer service is currently the target of CDBG funds, however street improvements and other public facilities will be addressed later. A better transportation network will need to be created, which will include more sidewalks and adding streets or changing their present layout. As noted earlier, there already exists one pocket park in this neighborhood, and the presence of many vacant and undeveloped lots lends to the creation of additional public space.

Issues:

1. Lack of efficiency in the existing sewer system
2. Lack of capacity and stability in existing water and sewer systems
3. Availability of funding to address the sewer problems
4. Creek and stream beds need to be cleared and cleaned

Insert picture

Local stream impacted by sewage

Property Management

Many vacant parcels within the neighborhood are utilized as dumping grounds for trash and debris. Specifically, the lots located at the end of Belle Street, 13th Street and 12th Street are vacant lots that have become areas of social gathering for the neighborhood's teenage, young adult and criminal elements. Of the 30 vacant lots identified throughout the neighborhood, only two are well kept. All other vacant lots are overgrown and pose serious health and safety risks to the residents. It is apparent that the owners of these properties are absent from the neighborhood or the City of Griffin.

Throughout the neighborhood, there are numerous properties being utilized for the dumping of trash and other unneeded items, this tend to have a negative impact on adjacent occupied properties. Many residential lots contain discarded items either in the front and rear yards or on front porches. Properties that contain lawns are left uncut for long periods of time, adding to the neighborhood's unappealing look.

The storage of inoperable vehicles in the front yard and within the City of Griffin's rights of way has become another major problem within the neighborhood. Throughout the neighborhood there are numerous properties being utilized as a mechanic workshop or for the storage of multiple cars that are not owned by the property owner.

Issues:

1. Vacant lots being utilized as dumping grounds
2. Trash and debris being left scattered throughout properties
3. Vacant lots and lots with vacant buildings are uncut and unsafe
4. Inoperable vehicle within front yards, in the open, or in the rights-of-way
5. Utilization of properties as mechanic workshops and storage

Residential Anti-Displacement and Relocation

The City of Griffin Planning and Development Services Department certifies it will follow a residential anti-displacement and relocation assistance plan in accordance with the Georgia Relocation Act and the Federal Uniform Relocation Act. However, it is the intent of this redevelopment plan to target vacant properties and vacant substandard dwelling for rehabilitation, demolition or condemnation.

As work associated with the implementation of the redevelopment plan policies proceed, it is possible that the work can interrupt certain occupied dwelling units. Moreover, the redevelopment area is also the target area for the Community Development Block Grant (CDBG) Program. Due to the CDBG program all of the city's relocation activities if any are subject to The Uniform Relocation Assistance and Real Property Acquisition Policies Act of 1970 (46 U.S.C. 4601) and regulations at 49 CFR, part 24. Additionally, the City of Griffin will follow the amendments in Section 104(D) of the Housing and Community Development Act, (24 CFR Part 42: (1) the one-for-one replacement of certain housing units demolished as a direct result of the CDBG project, and (2) the expanded relocation assistance benefit payment for certain displaced tenants.

Any resident displaced during the construction/reconstruction process of the redevelopment plan will be properly and reasonably assisted with financial needs in order to be housed in appropriate apartment or rental house space. Costs concerning moving and storage will be reasonably accommodated. While residents are free to re-locate to areas of their choosing, the City of Griffin will endeavor to assist them in locating housing that is convenient to current needs, such as health care, jobs and grocery stores.

The City further understands the work associated with any storm water drainage, pavement upgrade, construction of sidewalks and cul-de-sacs will be subject to the Uniform Relocation Assistance and Real Property Acquisition Act of 1970 (URA), as amended and as implemented by the Department of Transportation (DOT) regulations 49 CFR Part 24, which applies whenever a local government recipient of CDBG needs to acquire property. There is potential for right of way acquisition for sidewalk and storm water drainage as well as for the construction of the cul-de-sacs at the end of the four streets within the neighborhood.

The ultimate preference in this plan is for homeowners to repair their homes; however, demolition of houses beyond repair is expected. Current properties targeted for demolition include houses involved in the 2006 CDBG application and will be detailed later in this document. The City is prepared to acquire properties as needed in order to facilitate redevelopment, where appropriate. Any properties acquired via condemnation or other means will be done in a fair, public, and open manner. The City has not targeted any properties for demolition that have any historic significance or character.

Public Participation

Three public meetings and one Thomaston Mill neighborhood meeting were held before the adoption of the Urban Redevelopment Area Resolution in June 2005 and subsequently amended on December 11, 2007. Additional public meetings will be held throughout the continuing redevelopment process and will be facilitated by staff. Neighborhood level meetings will also be held to create interest in forming individual neighborhood associations. These associations would then be leveraged to increase participation at larger public meetings.

Private Resources

The City plans to engage a variety of private resources to facilitate this plan. This includes local banks, hardware and building supply stores. Nonprofit homebuilders Habitat for Humanity and Kingdom Builders are also assisting with rehabilitation and reconstruction. The resources of both Griffin Technical College and the University of Georgia will also be leveraged to provide assistance.

Redevelopment Agency

The Board of City Commissioners is hereby designated as the Redevelopment Agency for this project and the defined redevelopment area adopted by the City Commissioners in December 2007 by unanimous vote. This Board has worked with the Planning and Development Services staff to institute this redevelopment planning effort since early 2005 with the resolution to implement a CDBG program by unanimous vote for the much underserved and minority areas of the City.

Target Vacant Overgrown Properties

Listed below are the properties that are vacant and/or overgrown with weeds, shrubs and generally provide an unhealthy environment. Moreover, these properties have become dumping grounds for the neighborhood.

Number	Property Address	Property Condition	Property Owner	
~~1~~	~~831 W. Quilly St~~	~~Vacant Overgrown~~	~~Neal A. Bush~~	~~470 Hawthorne Dr Fayetteville, GA~~
Goal: This property shall be maintained and a single-family dwelling unit shall be constructed on site at a minimum of 1,250 Square feet				
2	~~825 W. Quilly St~~	~~Vacant Overgrown~~	~~Holy House of Prayer~~	~~POBox437, Orchard Hill, GA~~
Goal: This property shall be maintained and a single-family dwelling unit shall be constructed on site at a minimum of 1,250 Square feet				
3	~~831 W. Quilly St~~	~~Vacant Overgrown~~	~~Neal A. Bush~~	~~470 Hawthorne Dr Fayetteville, GA~~
Goal: This property shall be maintained and a single-family dwelling unit shall be constructed on site at a minimum of 1,250 Square feet				
4	~~830 Williams St~~	~~Vacant Overgrown~~	~~Jack & Joe Tinney~~	~~2365 Keys Ferry Rd Jackson, GA 30233~~
Goal: This property shall be maintained and a single-family dwelling unit shall be constructed on site at a minimum of 1,250 Square feet				
5	~~806 Williams St~~	~~Vacant~~	~~Mt. Olive Outreach Ministries~~	~~P. O. Box 1591 Griffin, GA 30224~~
Goal: This property shall be maintained and a single-family dwelling unit shall be constructed on site at a minimum of 1,250 Square feet				
6	~~417 Belle St~~	~~Vacant~~	~~Mt. Olive Outreach Ministries~~	~~P. O. Box 1591 Griffin, GA 30224~~
Goal: This property shall be maintained and a single-family dwelling unit shall be constructed on site at a minimum of 1,250 Square feet				
7	~~419 Belle St~~	~~Vacant Overgrown~~	~~Dan Dunson~~	~~3 Terrance Ct. Griffin GA 30224~~
Goal: This property shall be maintained and a single-family dwelling unit shall be constructed on site at a minimum of 1,250 Square feet				
8	~~425 Belle St~~	~~Vacant Overgrown~~	~~Outreach Ministries~~	~~729 W. Quilly St Griffin, GA 30223~~
Goal: This property shall be maintained and a single-family dwelling unit shall be constructed on site at a minimum of 1,250 Square feet				
9	~~815 Williams St~~	~~Vacant Overgrown~~	~~Holy House of~~	~~P.O.Box 437,~~

			~~Prayer~~	~~Orchard Hill, GA~~
Goal: This property shall be maintained and a single-family dwelling unit shall be constructed on site at a minimum of 1,250 Square feet				
10	~~431 Belle St~~	~~Vacant Overgrown~~	~~Sherry T. Lawhorn~~	~~192 Echols Cr Thomaston, GA~~
Goal: This property shall be maintained and a single-family dwelling unit shall be constructed on site at a minimum of 1,250 Square feet				
11	825 Ellis St	Vacant	Victoria May	53 E. Mt. Zion Rd Griffin GA, 30223
Goal: This property shall be maintained and a single-family dwelling unit shall be constructed on site at a minimum of 1,250 Square feet				
12	~~829 Ellis St~~	~~Vacant~~	~~Griffin Habitat~~	~~P.O. Box 289 Griffin, GA 30224~~
Goal: This property shall be maintained and a single-family dwelling unit shall be constructed on site at a minimum of 1,250 Square feet				
13	~~823 Ellis St~~	~~Substandard Building~~	~~Lamar J. Purser~~	~~101 Robin Ln Griffin, GA 30224~~
Goal: This property shall be maintained and a single-family dwelling unit shall be constructed on site at a minimum of 1,250 Square feet				
14	~~821 Ellis St~~	~~Vacant~~	~~Lamar J. Purser~~	~~101 Robin Ln Griffin, GA 30224~~
Action: This property shall be maintained and a single-family dwelling unit shall be constructed on site at a minimum of 1,250 Square feet				
15	~~824 Hallyburton St~~	~~Vacant~~	~~Allyne H. Byrd~~	~~514 Brook Cr Griffin GA 30224~~
Action: This property shall be maintained and a single-family dwelling unit shall be constructed on site at a minimum of 1,250 Square feet				
16	~~820 Hallyburton St~~	~~Vacant~~	~~Allyne H. Byrd~~	~~514 Brook Cr Griffin GA 30224~~
Action: This property shall be maintained and a single-family dwelling unit shall be constructed on site at a minimum of 1,250 Square feet				
17	~~819 Hallyburton St~~	~~Vacant Overgrown~~	~~James Morgan Est~~	~~1541 Fleetwood Dr Griffin, GA 30223~~
Action: This property shall be maintained and a single-family dwelling unit shall be constructed on site at a minimum of 1,250 Square feet				
18	~~0 Turner St 009-01-044~~	~~Vacant Overgrown~~	~~C. T. Kilgore Jr.~~	~~P.O.Box 1085 Millegeville GA~~
Action: This property shall be maintained and a single-family dwelling unit shall be constructed on site at a minimum of 1,250 Square feet				
19	~~719 W. Quilly St~~	~~Vacant Overgrown~~	~~Lillie R. Piercy~~	~~865 Booker St Griffin GA 30223~~

Action: This property shall be maintained and a single-family dwelling unit shall be constructed on site at a minimum of 1,250 Square feet				
20	~~417 N. 13th St~~	~~Vacant~~	~~Jack Cochran~~	~~1304 Mt. Brook Dr Thomaston, GA~~
Action: This property shall be maintained and a single-family dwelling unit shall be constructed on site at a minimum of 1,250 Square feet				
21	~~0 Ellis Street 009-05-006~~	~~Vacant Overgrown~~	~~Reginald Muwwakkil~~	~~7850 Phillips Rd Palmetto, GA 30268~~
Action: This property shall be maintained and a single-family dwelling unit shall be constructed on site at a minimum of 1,250 Square feet				
22	~~627 W. Quilly St~~	~~Vacant Lot~~	~~Ginger Ray Smith~~	~~142 Grove Lane Griffin, GA 30224~~
Action: This property shall be maintained and a single-family dwelling unit shall be constructed on site at a minimum of 1,250 Square feet				
23	~~633 Ellis St~~	~~Vacant Overgrown~~	~~Lawrence Douet~~	~~2173 Wellington Cr Lithonia, GA 30058~~
Action: This property shall be maintained and a single-family dwelling unit shall be constructed on site at a minimum of 1,250 Square feet				
24	~~627 Hallyburton~~	~~Vacant~~	~~Anne Mae Singleton~~	~~P.O.Box 1163 Griffin, GA 30224~~
Action: This property shall be maintained and a single-family dwelling unit shall be constructed on site at a minimum of 1,250 Square feet				
25	~~623 Hallyburton~~	~~Vacant~~	~~Bridgett Brown~~	~~1486 Springleaf Circle Smyrna, GA 30080~~
Action: This property shall be maintained and a single-family dwelling unit shall be constructed on site at a minimum of 1,250 Square feet				
26	~~591 N. 12th St~~	~~Vacant Overgrown~~	~~Lille Ruth Price~~	~~613 Moody St Griffin GA 30223~~
Action: This property shall be maintained and a single-family dwelling unit shall be constructed on site at a minimum of 1,250 Square feet				
27	~~731 Turner St~~	~~Vacant Overgrown~~	~~Neal Bush~~	~~470 Hawthorne Drive Fayetteville, GA~~
Action: This property shall be maintained and a single-family dwelling unit shall be constructed on site at a minimum of 1,250 Square feet				

Target Vacant Substandard Properties

Number	Property Address	Property Condition	Property Owner	Owner Address
1	~~552 Belle Street 009-02-024~~	~~Dilapidated House~~	~~Neal Bush~~	~~470 Hawthorne Dr Fayetteville, GA~~
2	~~548 Belle St 009-02-023~~	~~Dilapidated House~~	~~Neal Bush~~	~~470 Hawthorne Dr Fayetteville, GA~~
3	~~732 Turner Street 009-03-001~~	~~Dilapidated House~~	~~Neal Bush~~	~~470 Hawthorne Dr Fayetteville, GA~~
4	~~547 N. 13th Street 009-02-016~~	~~Dilapidated House~~	~~High Yield Mortgage Investor~~	~~4784 Roswell Rd Atlanta, GA~~
5	~~727 W. Quilly Street 009-07-011~~	~~Dilapidated House~~	~~Mikiel Boyd~~	~~727 W. Quilly St Griffin, GA~~
6	~~807 W. Quilly Street 009-01-007~~	~~Dilapidated House~~	~~Douglas Hardwick~~	~~80 Meadow Branch Brooks, GA~~
7	~~823 Ellis Street 009-01-026~~	~~Dilapidated House~~	~~Lamar Purser~~	~~101 Robin Lane Griffin, GA~~
8	~~645 W. Quilly Street 009-08-001~~	~~Dilapidated House~~	~~JSP Mortgage Inc~~	~~110 Corporate Dr Carrollton, GA~~
9	~~719 Williams Street 009-05-021~~	~~Dilapidated House~~	~~Whatley Properties~~	~~415 W. Solomon Griffin, GA~~
~~10~~	~~565 N. 13th Street 009-02-014~~	~~Dilapidated House~~	~~Alan Mobley~~	~~262 Mobley Rd Griffin, GA~~
~~11~~	~~602 Turner St 009-04-016~~	~~Dilapidated House~~	~~Sherrian Graham~~	~~4092 Laurel Spring Way, Smyrna GA~~
~~12~~	~~727 W. Quilly Street 009-07-011~~	~~Dilapidated House~~	~~Mikiel Boyd~~	~~727 W. Quilly St Griffin, GA 30223~~
~~13~~	~~415 N. 13th Street 009-05-018~~	~~Dilapidated House~~	~~Russell Johnson~~	~~672 E. College St Griffin, GA 30224~~
~~14~~	~~531 N. 12th Street 009-04-012~~	~~Dilapidated House~~	~~Nationwide Mortgage Service~~	~~4784 Roswell Rd Atlanta, GA 30342~~
~~15~~	~~637 Hallyburton St 009-04-006~~	~~Dilapidated House~~	~~Brian Donald~~	~~P.O. Box 567 Griffin, GA 30224~~
~~16~~	~~720 Hallyburton St 009-05-007~~	~~Dilapidated House~~	~~DBA Thompson Properties~~	~~301 W. Broad St Griffin, GA 30223~~
~~17~~	~~717 Hallyburton St 009-03-012~~	~~Dilapidated House~~	~~Michele Garrett~~	~~3413 Rockmill Rd Ellenwood, GA~~
~~18~~	~~525 Belle Street 009-01-047~~	~~Dilapidated House~~	~~Harvey Booker~~	~~44 Shamrock Cr Griffin, GA~~
~~19~~	~~507 N. 13th Street 009-03-009~~	~~Dilapidated House~~	~~Andrew Zaprzala~~	~~4269 Moccasin Trl Woodstock, GA~~
~~20~~	~~448 Belle St 009-05-002~~	~~Dilapidated House~~	~~Auora Loan Services Inc~~	~~601 5th Avenue Scottsbluff, NE~~
~~21~~	~~548 N. 13th Street 009-02-004~~	~~Dilapidated House~~	~~Garden Gate Investment~~	~~1874 Piedmont Rd Atlanta, GA 30324~~
~~22~~	~~726 Ellis Street 009-05-013~~	~~Dilapidated House~~	~~Darrell Whatley, ETAL~~	~~415 W. Solomon Griffin, GA 30223~~
~~23~~	~~818 Hallyburton St 009-01-032~~	~~Dilapidated House~~	~~Stuart Thompson~~	~~618 Kincaid Ave Griffin, GA 30224~~
~~24~~	~~817 W. Quilly Street 009-01-005~~	~~Dilapidated House~~	~~Shyla Kay Vaughn~~	~~116 S. 6th Street Griffin, GA 30223~~

POLICY RECOMMENDATIONS

Area Housing Policies:

1. Utilize substandard housing abatement program to demolish vacant substandard houses.
2. Develop standards for infill housing so as to establish a character for the block and neighborhood.
3. Encourage private and non-profit assistance for job training and social service assistance.
4. Encourage the upgrading of deteriorating structures to standard building code.
5. Investigate methods to increase opportunities for resident's ownership of properties.
6. Involve absentee property owners in efforts to improve neighborhood appearance and safety.
7. Enhance policing activities within the plan area and surrounding neighborhood.

Land Use Policies:

1. Encourage re-subdivision of land with the plan area and surrounding area
2. Encourage the development of vacant lots with owner occupied houses
3. Develop program to amortize non-conforming uses within the plan area.

Transportation /Circulation Policies:

1. Develop sidewalk installation program within the plan area
2. Initiate a road enhancement program
3. Review rights-of-way within the plan area and surrounding neighborhood

Capital Improvement Policies:

1. Develop an improvement program for water and sewer systems
2. Investigate means to enhance capacity and stability of systems
3. Review and initiate a clean-up of creek and stream beds

Property Management Policies:

1. Institute a program to clear and clean vacant lots
2. Enhance existing solid waste pickups
3. Develop program to cut and clean overgrown lots
4. Encourage the removal of inoperable vehicles from the neighborhood

Targeted Properties - Vacant Overgrown and Vacant Substandard Structures:

The properties listed as vacant overgrown and or contain dilapidated structures shall comply with the requirements listed below for the removal of slum and blight from the Fairmont Neighborhood. Targeted Vacant Overgrown and Dilapidated Structures Properties Policies:

1. The owner of a vacant overgrown property identified in the list above shall submit a plan to the Building Safety Division Inspector outlining the problems to be corrected. The plan shall also illustrate the construct of a new single-family dwelling unit for the site that shall meet the minimum heated space requirement of 1,250 square feet. There shall be a strict timeline outline in the plan as to the completion of the action. The completion for clearing the property shall not exceed 15 days from submittal of the plan and (6) months for the construction of the new dwelling unit. The failure to comply with the above listed requirement shall result in the City of Griffin seeking condemnation of the property.

2. The owner of a property that is overgrown and contains a dilapidated structure "dwelling unit" shall submit a plan to the Building Safety Division Inspector outlining the problems with the structure and or property to be corrected. The plan shall detail the clearing of the property of vegetation and debris and the demolition and replacement of all dilapidated structures. There shall be a clear and concise timeline outlining the completion of all the actions. The completion for clearing the property shall not exceed 15 days from submittal of the plan and 30 days for the demolition of the dilapidated structure. The failure to comply with the above listed requirements shall result in the City of Griffin seeking condemnation of the property.

3. The owner of a property that contains a dilapidated structure "dwelling unit" shall submit a plan to the Building Safety Division Inspector outlining the problems with the structure to be corrected. The plan shall detail the rehabilitation of the structure that meets all required City of Griffin Building and Housing Codes. The completion for rehabilitation of the dilapidated structure shall not exceed 30 days from submittal of the plan. The failure to comply with the above listed requirements shall result in the City of Griffin seeking condemnation of the property.

4. Sell property to the City of Griffin to be demolition, clear or resell for the construction of adequate safe housing and revitalize neighborhood.

IMPLEMENTATION

Area Housing:

1. Continue substandard abatement program utilizing building inspector to implement the program.
2. Create conservation overlay district with design guidelines for all vacant lots
3. Request Griffin Spalding Collaborative, Griffin Technical College to assist with providing direct support services to the plan area and surrounding neighborhood
4. Reapply for Community Development Block Grant (CDBG) funds to assist with owner occupied housing rehabilitation and to strictly enforce the building codes for rental properties.
5. Enhance CDBG application to include CHIP funds for $400,000 toward down payment and closing cost assistance.
6. Engage absentee property owners via correspondence and enforcement of codes to improve their properties for a safe and livable neighborhood
7. Engage in consistent and aggressive community policing activities within the plan area and surrounding neighborhood and reactivate the Watch and Pray program.

Land Use:

1. Under the Fairmont Neighborhood Urban Redevelopment Plan, institute a change in the zoning to allow for uniform land re-subdivision
2. Notify absentee property owners of the city's goals for their property and give them first option to build on the property, or utilize the city's condemnation powers; place covenants on vacant parcels that dictate homeownership once built
3. Enforce substandard building program to tag vacant non-conforming uses; enforce non-conforming provision of the zoning code.

Transportation/Circulation:

1. Utilize sidewalk funds in City budget for plan area and surrounding neighborhood
2. Focus repaving and curbing in long underserved areas
3. Measure and record all road widths and rights of ways within the plan area and surrounding neighborhood.

Capital Improvements:

1. Study the water and sewer systems within the plan area and surrounding neighborhood to ascertain the scope of the problem
2. Submit CDBG application for water and sewer system upgrade and improvement
3. Clean all creeks and stream bed of debris to assist with flow reduction within the plan area and surrounding neighborhood

Property Management:

1. Strictly enforce the nuisance codes on all vacant properties and process landlords through the court system
2. Increase trash and solid waste pickups within the plan area and surrounding neighborhood; institute roving trash patrol to cut down on debris pile ups
3. Clear and clean all vacant properties and serve liens against those properties for costs associated with the clean up.

IMPLEMENTATION PROGRAM
THOMASTON MILL PLAN

Housing/Area Livability

Description	Timeframe Begin/End	Responsible Agency (s)
Continue substandard abatement program utilizing building inspector to implement	Ongoing	Planning and Development
Create conservation overlay district with design guidelines for all vacant lots	Under Construction	Planning and Development
Request Griffin Spalding Collaborative, Griffin Technical College to assist with providing direct support service to the plan area and surrounding neighborhood		Planning and Development
Reapply for Community Development Block Grant (CDBG) funds to assist with owner occupied housing rehabilitation and to strictly enforce the building codes for rental properties.		Planning and Development
Enhance CDBG application to include CHIP Grant for $400,000 toward down payment and closing cost assistance.	April 2008 - Continuous	Planning and Development
Engage absentee property owners via correspondence and enforcement of codes to improve their properties for a safe and livable neighborhood	Ongoing	Planning and Development And Code Enforcement
Engage in consistent community policing activities within the plan area and surrounding neighborhood and reactivate the Watch and Pray program.		Public Safety
Public educational sessions with stakeholders	Various	Planning and Development

THOMASTON MILL PLAN

Land Use

Description	Initiation Year	Cost Estimate	Responsible Agencies
Under the Thomaston Mill Neighborhood Urban Redevelopment Plan, institute a change in the zoning to allow for uniform land re-subdivision		N/A	Planning and Development
Notify absentee property owners of the city's goals for their property and give them first option to build on the property, or utilize the city's condemnation powers; place covenants on vacant parcels that dictate homeownership once built		N/A	Planning and Development
Enforce substandard building program to tag vacant non-conforming uses; enforce non-conforming provision of the zoning code.	Ongoing	N/A	Planning and Development And Code Enforcement

IMPLEMENTATION PROGRAM
THOMASTON MILL PLAN

Transportation/Circulation

Description	Initiation Year	Cost Estimate	Responsible Agency(s)
Utilize sidewalk funds in budget for plan area and surrounding neighborhood		N/A	Public Works
Focus repaving and curbing within the Thomaston Mill Neighborhood		N/A	Public Works
Measure and record all road widths and rights of ways within the plan area and surrounding neighborhood		N/A	Public Works

Capital Improvements

Description	Initiation Year	Cost Estimate	Responsible Agency(s)
Study the water and sewer systems within the plan area and surrounding neighborhood to ascertain the scope of the problem	Ongoing	N/A	Public Works
Submit CDBG application for water and sewer system upgrade and improvement	Dec 2012	20% Match	Planning and Development And Public Works
Clean all creeks and stream bed of debris to assist with flow reduction within the plan area and surrounding neighborhood		N/A	Public Works

IMPLEMENTATION PROGRAM
FAIRMONT NEIGHBORHOOD PLAN

Property Management

Description	Initiation Year	Cost Estimate	Responsible Agency(s)
Strictly enforce nuisance codes on all vacant properties and process landlords through the court system	Ongoing	N/A	Code Enforcement
Increase trash and solid waste pickups within the plan area and surrounding neighborhood; institute roving trash patrol to cut down on debris pile ups		N/A	Central Services
Clear and clean all vacant properties and serve liens against those properties for costs associated with the clean up		N/A	Public Works and Central Services
Strictly enforce the inoperable vehicle ordinance	Ongoing		Code Enforcement
Create a neighborhood association made up of all homeowners and as many renters as possible		N/A	Planning and Development
Strictly enforce the zoning ordinance with regards to permitted land uses within the zoning district	Ongoing		Code Enforcement

COMBATING CRIME AND BLIGHT TO RESTORE THE FAIRMONT NEIGHBORHOOD

1. INTRODUCTION

Following the closing of two major mills within the City of Griffin, a massive loss of jobs, safe environments and quality housing negatively impacted our mill neighborhoods. A decade later, these original mill communities continue to suffer from the considerable loss of population, high unemployment rates, substandard housing and inadequate infrastructure. High poverty rates are consequences of low homeownership rates, low paying jobs and deteriorated housing conditions. Violence continues to plague our neighborhoods, leaving youth and families affected in ways that are too terrifying for most of us to comprehend. Crime statistics point to troublesome trends in the lives of the low-income and homeless population. Our community services are under-funded, often resulting in children without proper nutrition or dwelling quarters, rising high school drop-out rates, youth without jobs and after school activities, and adults without homes. The City of Griffin is increasingly concerned about the adverse influences that have emerged as a result of our deteriorating communities. These concerns have ignited a spark for City Staff to recognize the root causes, understand the origins and implement strategies that will eliminate this cycle of unsafe environments.

2. SCOPE

The City Manager has devised an initiative to retain our neighborhoods, and regain a strong sense of place for residents. The scope of this plan is to deter crime and improve housing conditions in order to create safer and livable communities. This plan will promote policies, programs and projects that lead to positive changes for the future. The intent of this plan is to serve as a guide to assist City Personnel in addressing and implementing policies and that will support the overall objectives of improving our neighborhoods.

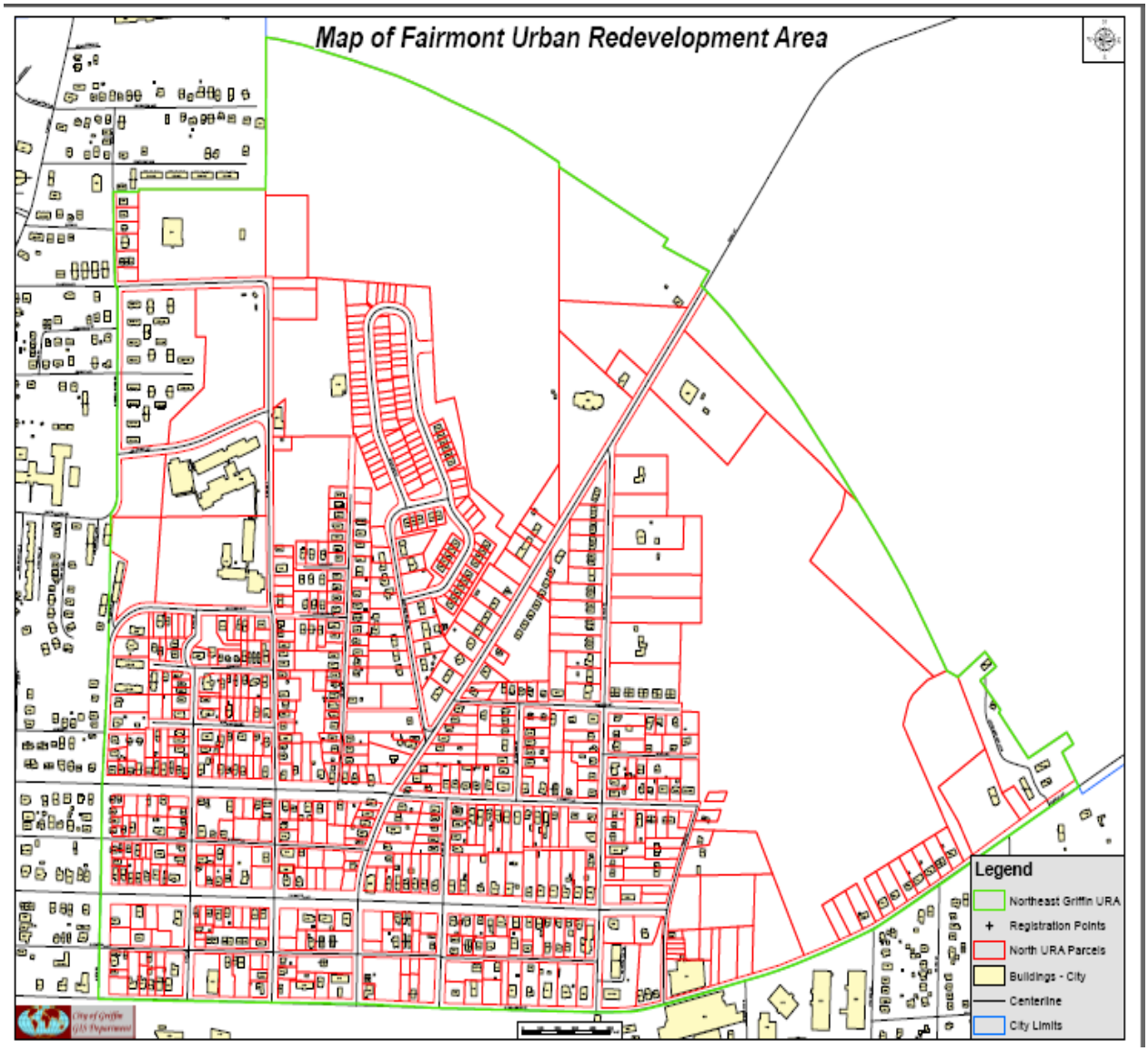
3. GOALS:

The measure of the City's success is dependent on meeting the demands of our communities in a way that can be sustained with available resources. Six primary goals have been identified to focus on actions to maintain, renew, and revitalize or transform existing neighborhoods to meet the needs of residents now and in the future. The primary goals of this initiative include the following:

- To enhance community and individual well-being;
- To protect and improve the environment;
- To create safe, healthy and vibrant neighborhoods;
- To provide superior service to our citizens;
- To encourage revitalization of blighted neighborhoods; and
- To create cleaner and greener neighborhoods.

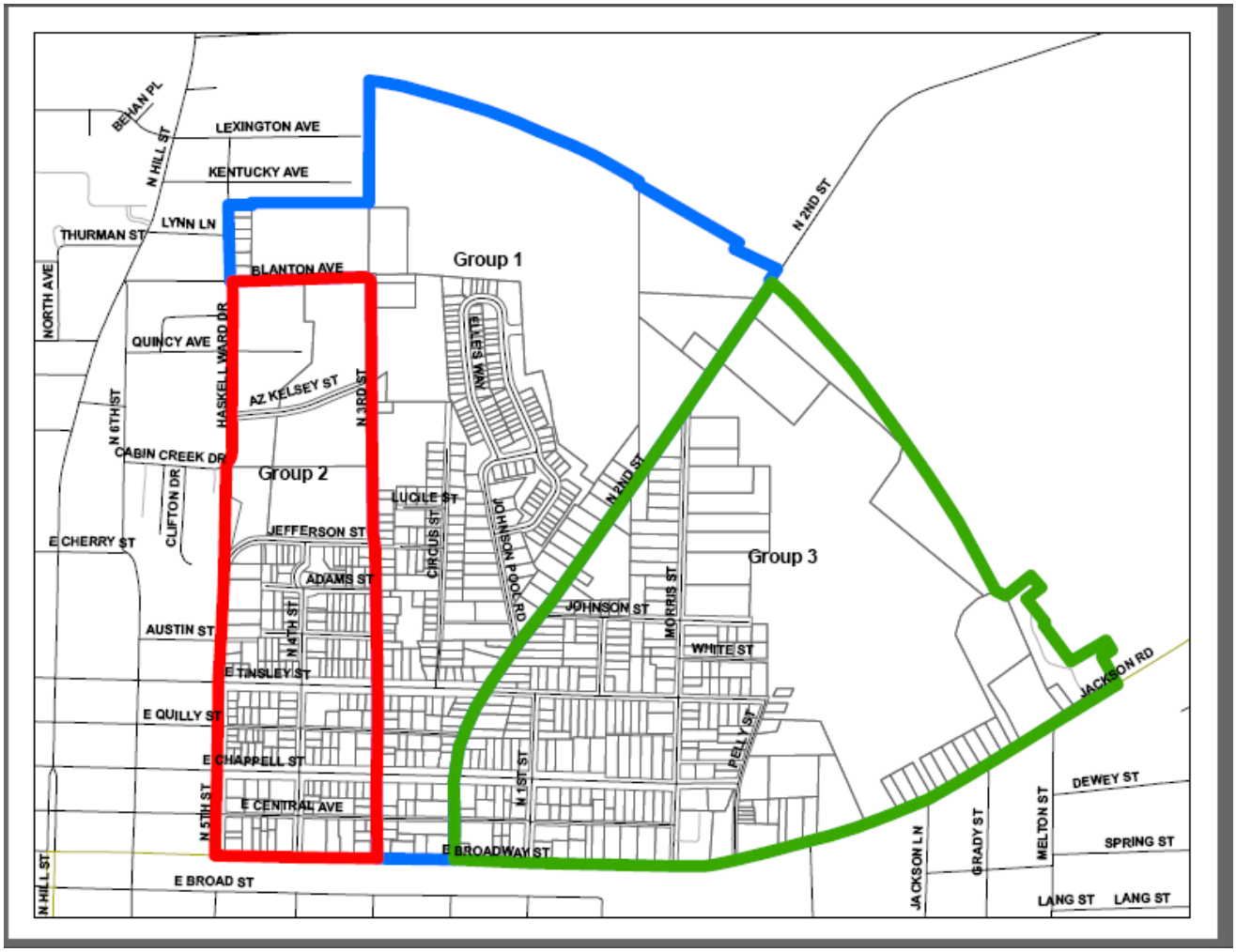
TARGET AREA:

The Fairmont Neighborhood Redevelopment Plan is bordered to the south by Broadway Street, to the east by Jackson Road and to the north by Blanton Avenue and to the west by Haskell Ward Dr/ 5th Street. This boundary includes East Tinsley Street, Johnson Pool Road, Adams Street, Jefferson Street, North 1 Street and Morris Street.



STRATEGIC APPROACH:

In order to attack the problems of crime and inadequate facilities, the city recommends a piece-meal strategy to wipe out crime, restore appearance of the neighborhood, and regain a sense of safety and place for residents. The target area has been separated into seven (3) sub-areas to provide an effective opportunity to focus on specific blocks of the community.



4. CITIZEN PARTICIPATION

Citizen involvement is crucial to achieving a triumphant victory over the well being of our neighborhoods. Citizens reduced feelings of safety in the community and loss of enjoyment to engage in activities has fabricated distrust and fear of others. City Departments must implement strategies that encourage effective communication and build public trust between residents and City Staff. It is essential that the City develop solid mechanisms for citizen participation and input and strengthen neighborhood organizations to regain trust and build strong relationships among residents and the local government. To that fact, Planning and Development Department has conducted three (3) community meetings (November 29 2011; January 30, 2012 and March 1, 2012) in the Fairmont Community Center. The Community Center is a central meeting place for residents that offer meeting space plus recreation. Additionally, commitment and partnerships with a diverse array of community, business, and faith-based organizations are valuable resources that will enhance the City's initiative to take back its neighborhoods.

5. ACTION STRATEGIES

The overall success of this project is dependent upon the cooperative efforts of several departments throughout the City. The sections that follow will detail and illustrate a collaborative vision for the City of Griffin. The City Manager seeks to prioritize fundamental strategies to assess the issues that impact the daily lives of our citizens. The City of Griffin will take an organized approach to find solutions to the ongoing issues of crime, substandard housing, and inadequate infrastructure. Public Safety, Planning and Development, Griffin Power and Public Works have recommended strategies to combat crime and blight to improve the quality of our neighborhoods. This plan examines the approaches for each department, steps to properly implement the strategies, and challenges that departments may encounter as they set out to achieve the goals of this plan.

6. TIME SCHEDULE

It is anticipated that short-term strategies, which require available resources, will generate visible results within one-year. Priority will be given to aggressively complete the short-term approaches. Several ongoing and long-term approaches have been identified. Long-term strategies, such as crime prevention and revitalization of housing are recommended to have an extensive time span over the next five (5) years. A short-term schedule and a long-term comprehensive plan are incorporated at the end of this document to illustrate the time frame recommended to complete each task.

7. ASSESSMENTS

Assessments are vital to monitor the progress of this initiative. Any strategy that lacks an effective way to evaluate its success or failure is not complete. Meaningful performance criteria must be established. Each department will seek mechanisms to measure the success of policies and projects. Citizen satisfaction surveys, property values, calls for service, code enforcement, sanitation complaints, and "before and after" snapshots of our communities will be utilized to measure the overall success of this plan.

PUBLIC SAFETY

- Public Safety is challenged with the responsibility to lower crime and promote safety within neighborhoods. As crime continues to escalate, Public Safety must take stronger efforts to attack this growing issue by integrating proactive crime reduction and crime prevention polices. Additionally, the perception of safety in a neighborhood is often tied to appearance. The enforcement of minimum housing code violations must be assertively executed to clean up our neighborhoods.

- **ACTION STRATEGY:** ORGANIZE ADDITIONAL COMMUNITY POLICING EFFORTS

STEPS:

1) **Assign police officers to patrol the target area:** Currently, two police officers are assigned to the target area. Public Safety recommends a strategy to guarantee that police protection is available 24 hours a day within this area. A patrol unit from each shift will remain between calls for service. This continuity will provide an opportunity for daily contact and ensure that officers are aware and informed of the community's current priorities.
2) **Increase work hours for police officers:** Implementing an overtime policy to increase patrol officer presence in the community would greatly assist in community policing efforts. This strategy would reduce response time to citizen's calls for service and maximize officer safety by providing more officers to cover each other.
3) **Institute foot and bike patrol:** A foot/bike patrol unit can effectively reduce crime by offering high visibility, presence, and enforcement activity. A major advantage of foot and bike patrol is its ability to allow more one-on-one contact with the general public.
4) **Launch periodic drug sting operations and driver's license checks:** Police will schedule periodic sting operations and driver check points within the target area to swiftly reduce crime in this neighborhood. These operations will involve high police visibility and numerous arrests.
5) **Utilize Special Investigative Unit (SIU) Services:** SIU must be fully committed to provide significant and crucial services to the target area. These investigators will prioritize their duties to conduct warrant sweeps, surveillance on known violators and other investigations of criminal offense within this area.
6) **Establish periodic benchmarks to monitor success:** The Police Department will establish performance measures to access the overall results of this initiative. It will include citizen surveys, tracking of citizen complaints, before and after crime statistics, and quarterly reports detailing the outcomes of various strategies to reduce crime in this area.

❖ **ACTION STRATEGY:** INCREASE COMMUNITY AWARENESS REGARDING CRIME PREVENTION

STEPS:

1) **Restore Watch and Pray Program:** Revitalize and increase the capacity of the Neighborhood Watch and Pray Program. This strategy will heighten resident involvement and serve as a positive deterrent to crime.
2) **Additional Crime Preventions Program:** Look at additional crime prevention programs which targets the protection of specific victims such 1) Drug Abuse; 2) Domestic Violence; 3) Juvenile Safety; 4) Residential Security; and 5) Senior Citizens/Elderly Crime Prevention.

❖ **ACTION STRATEGY:** IMPROVE METHODS TO AGGRESSIVELY ENFORCE HOUSING CODE REGULATIONS

STEPS:

1) **Interact with Planning and Development Services:** Police officers will work with City Inspectors to strictly enforce health and safety issues.
2) **Schedule routine site visits:** Police officers, with assistance from City code inspectors will conduct windshield surveys of the area to identify code violations and issue citations when necessary.

❖ **ACTION STRATEGY:** CONTINUE TO ACTIVELY ENFORCE ANIMAL CONTROL REGULATIONS

- Animal control must focus on this area to enforce animal control regulations by scheduling routine site visits and providing quick response to citizen concerns.

PLANNING AND DEVELOPMENT SERVICES

- Planning and Development Services offers an opportunity to directly guide the revitalization efforts of this initiative. This department will focus on strategies to ensure demolition of dilapidated structures, to establish positive land use and zoning techniques, and encourage homeownership and a variety of housing types in this area. This department must aggressively seek federal and state funding and institute quality public/private partnerships that will embark on the reinvestment of the Fairmont Neighborhood.

❖ **ACTION STRATEGY** – AMEND ZONING ORDINANCE

STEPS:

1) **Encourage Traditional Neighborhood Development (TND):** This concept of neighborhood development emulates towns built prior to the automobile-dominated suburbs of today. TNDs have the ability to control architectural design standards, preserve natural green space and provide traditional development standards such as sidewalks, tree-line streets, and porches. These developments offer a mix of uses and integrated housing types and price ranges. The existing infrastructure of this neighborhood and grid street patterns offers great potential to create a traditional neighborhood development community.
2) **Revise Redevelopment Overlay District Standards:** This planning tool encourages infill development through the redevelopment of residential properties within the confines of the overlay district and addresses concerns related to redevelopment in older neighborhoods. This concept can also control architectural design standards for construction of buildings.
3) **Reduce minimum lot and housing sizes:** Current residential zoning standards for lot sizes do not maximize the full potential of reinvestment into this community. A more practical zoning district must be established to offer smaller lot and housing sizes.
4) **Establish Tougher Demolition Regulations:** Amend the code to ensure strict demolition codes are in place to effectively remove5 dilapidated houses.

❖ **ACTION STRATEGY** – ELIMINATE SUBSTANDARD HOUSING

STEPS:

1) **Hire a Housing Code Enforcement Inspector:** The housing code enforcement inspector shall serve as the hearing officer when a hearing is required and also assist in the preparation of the legal documents, and the issuance of demolition permits.
2) **Identify Dilapidated Housing:** Utilize completed housing survey to identify all deteriorated and dilapidated houses.

3) **Issue Citations and Warrants:** Work with the Police Department to ensure citations and warrants are properly issued.
4) **Establish an internal demolition policy:** Current department policy for demolition reviews must be modified. City staff must examine existing ramifications of the current process for demolition reviews. Procedures should be streamlined, if necessary.
5) **Initiate Court Proceeding to Demolish Structures:** Planning and Development must aggressively use legal mechanisms to successfully demolish dilapidated buildings when the owner refuses to demolish a structure. The Department must have thorough knowledge of its proceedings and properly prepare legal documents.
6) **Maintain Housing Inventory:** The Department must maintain a housing inventory which identifies existing deteriorated and dilapidated houses and demolished buildings.

❖ **ACTION STRATEGY:** ADOPT A NEIGHBORHOOD REDEVELOPMENT PLAN (In-Progress)

- This plan will further address housing issues and be used as a guide to ensure proper redevelopment within this specific neighborhood. It will discuss effective mechanisms to increase homeownership, identify incentives for redevelopment, and promote a better quality of living for residents.

❖ **ACTION STRATEGY:** ENCOURAGE INFILL DEVELOPMENT

STEPS:

1) **Establish Development Incentives:** The City must establish incentives to encourage infill development for developers. City Personnel must look at incentive strategies relative to density, tax abatements, installation of public infrastructures, housing types, etc.
2) **Community Housing Development Organization (CHDO):** CHDO is a private nonprofit, community-based service organization whose primary purpose is to provide and develop affordable housing for the community it serves. Negative housing issues are apparent within our community. Therefore, the City must seek opportunities to support and fund community housing development organizations. This organization would greatly assist the City in eliminating substandard housing and increasing homeownership rates for existing residents.
3) **Assist non-profit Community Development Corporations:** These organizations work with the community to promote and expand economic opportunities. They serve as a valuable resource to assist in leveraging public and private funds through grants, equities and conventional financing. The City should work closely with these organizations to stimulate business development and sustain the supply of safe, decent and quality affordable housing.

❖ **ACTION STRATEGY:** SEEK FEDERAL AND STATE FUNDING

- The City must make an earnest effort to seek funding for redevelopment. Several federal and state funding opportunities are available for our community. Staff must be knowledgeable of these funding opportunities. City Personnel must build working relationships with public and private organizations that have an interest in the well-being of this community. The City of Griffin must be willing to provide a match to leverage development costs.

❖ **ACTION STRATEGY:** ESTABLSH EFFECTIVE PARTNERSHIPS

STEPS:

1) **Habitat for Humanity:** Encourage Habitat for Humanity to construct single-family structures on vacant lots.
2) **Square Foot Ministries:** Encourage Square Foot Ministries to construct single-family structures on vacant lots.
3) **Non-profits and faith-based organizations:** Encourage non-profits and faith-based organizations to reinvest this neighborhood.
4) **Work with Citizen Advisory Panel:** The Citizens Advisory Panel is an excellent source to gain feedback about the visioning process for restoring this neighborhood. City representatives will attend the scheduled meetings and present a plan of action to the panel. Working with this panel will ensure all areas of concern are properly addressed and implementation strategies are supported by citizens.

❖ **ACTION STRATEGY:** ENCOURAGE REHABILATION OF HOUSING

STEPS:

1) **Identify Deteriorated Housing** - Identify houses that are in need of rehabilitation in the area.
2) **Encourage homeowners in the neighborhood to rehabilitate their homes:** - Seek programs that offer financing incentives for homeowners to repair their homes.
3) **Paint-A-House Program** - Encourage various private and nonprofit organizations to adopt a house in the neighborhood. Organize a program for local organizations, residents, and other volunteers to participate in efforts to paint a house within the target area. This program should target elderly homeowners within the area.
4) **Encourage Landlord to Rehabilitate Rental Properties –** Identify major landlords in the target area. Coordinate a meeting with landlords to inform them of the need to rehabilitate their properties. Establish strict regulations to ensure the rehabilitation of rental properties is properly enforced.

PUBLIC WORKS

- Public Works primary objective is to ensure adequate public facilities, infrastructure and sanitation services are provided to City residents. This department provides the necessary resources to eliminate material pollutants from this neighborhood. The focal point of Public Works must be to initiate practical clean-up strategies to eradicate trash and debris from the target area.

  - **ACTION STRATEGY:** CONDUCT ADDITIONAL ENVIROMENTAL CLEAN-UP EFFORTS

STEPS:

1) **Schedule Additional Pick-ups:** Institute enhanced sanitation pick-up services (three pick-ups per week) for a short period to maximize the clean up impact.
2) **Restore Amnesty Week Program:** This program allows homeowners to be granted amnesty for overgrown and littered lots. The city will volunteer services to cut and scrape overgrown vegetated land and eliminate debris on lots. The City will also designate trash and debris drop-off points within the neighborhood. The residents will be allowed to drop off any trash, debris or environmentally hazard substances at the specific drop-off points within the target area.
3) **Adopt-A- Street-Program:** Coordinate Adopt-A-Street Program. Work with local schools, churches and other organizations to Adopt-A-Street. This organization will schedule monthly clean-up efforts to pick up litter on local streets and public parks.

  - **ACTION STRATEGY:** IMPROVE STREETSCAPES

STEPS:

1) **Identify Deteriorated Streets:** Set high priorities in transportation budget to repair and resurface deteriorated street within target area.
2) **Identify Deteriorated and or non-existent sidewalks:** Set high priorities in transportation budget to repair and install sidewalks within the target area.
3) **Identify Inadequate Rights-of-ways:** Set high priorities to place right-of-way improvements for this area on short and long term tier schedules for transportation.

  - **ACTION STRATEGY: ELIMINATE NUISANCES**

STEPS:

1) **Identify and Eradicate Littered Lots:** Strictly enforce regulations to issue citations to homeowners that refuse to remove litter from properties.
2) **Identify and Eradicated Overgrown Lots:** Strictly enforce regulations to issue citations to homeowners that refuse to maintain lawns.

3) **Identify and Eradicated Inoperable Automobiles:** Strictly enforce regulations to issue citations to homeowners that refuse to remove inoperable automobiles from property.
4) **Consistently Monitor Neighborhood with Rowing Inspections:** Consistently monitor target areas and provide progress reports to identify results of eliminating nuisances from the target area.
5) **Encourage rental landlords to maintain property:** Work with rental landlords to maintain lawns, minimize litter and debris, and seek affordable methods to landscape properties.

❖ **ACTION STRATEGY:** ENHANCE SANITATION SERVICES

STEPS:

1) **Offer Public Awareness Programs:** Work with residents to teach the importance of sanitation for the health, safety and welfare of the neighborhood.
2) **Additional rollout bins or trash cans:** Place additional rollout bins within specific blocks of the neighborhood to discourage litter.
3) **Maintain overgrown lots:** Any lots that are acquired by the City from demolition must be properly maintained by Public Works.
4) **Institute a short-term lawn maintenance program:** Identify overgrown lots. Work with landlords and homeowners to cut and scrape overgrown program. For a reasonable fee, property owners can request that overgrown lots be cleared of debris by Public Works.

❖ **ACTION STRATEGY:** UPGRADE WATER AND SEWER LINES

STEPS:

1) **Identify and replace deteriorated water lines and hydrants:** Conduct an inventory to identify deteriorated water lines and hydrants. Repairs and replacements will be made as necessary.
2) **Identify and replace deteriorated sewer lines:** Conduct an inventory to identify worn and outdated sewer lines. Repairs and replacements will be made as necessary.

GRIFFIN POWER

- This department is a local utility company which supplies electric power and energy services to Griffin businesses and residents. Quality electrical services must be provided in this neighborhood to ensure cleaner and safer neighborhoods.

  - **ACTION STRATEGY:** CONDUCT ELECTRICAL GRID UPGRADES

STEPS:

1) **Identify and replace rotten poles:** Conduct an inventory to identify rotten electrical poles and make necessary replacements.
2) **Identify and replaced outdated circuits:** Conduct an inventory to identify outdated circuits and make necessary replacements.
3) **Conduct Inspections on low tension lines and breaker systems:** Consistently inspect low tension lines and breaker system to ensure quality services.

8. CHALLENGES

- The challenges faced by each department are expected to be very minimal. However, it is important that those challenges be explored in order to ensure a positive balance for meeting the objectives of this initiative.

  - **MANPOWER**

    Available manpower should be sufficient in most departments to restore Griffin neighborhoods. However, we must acknowledge that this manpower may not be readily available to offer a swift transition as anticipated. Current understaffing of departments could create unexpected delays as a result of other daily responsibilities of each department. Planning Department must seek additional staff to work solely with substandard housing and housing code violations. Additionally, Public Safety, Griffin Power and Public Works must create innovative techniques to manage the existing workload with the additional duties of providing a safer and cleaner environment for Fairmont Neighborhood residents.

  - **COMMUNITY PARTNERSHIPS**

    Currently, community organizations that support revitalization and reinvestment in Griffin neighborhood are very few. The City of Griffin must be aggressive in partnering with public and private organizations that have available resources to assist our deteriorating communities. We must continuously provide necessary support and assistance to community organizations. These stronger community partnerships will ultimately lead to an improvement in the quality of life for all Griffin residents.

- **FUNDING**

  The major short-term goals of this initiative require minimal funding that is currently available. As we look forward to achieving the overall victory of this plan, methods to acquire additional funding is vital to its success. The City must set aside funds to assist in leveraging potential grants and private funds to assist in revitalization efforts.

- **TECHNOLGY AND OTHER RESOURCES**

  Proper maintenance of databases for inventory will require quality technological devices and programs. Additionally, efficiencies in housing, crime and infrastructure can be captured through advanced technology such as Geographic Information Systems (GIS). Each department must seek cost-effective strategies to utilize advanced technology and provide accurate results.

CONCLUSION

This initiative marks a significant attempt to attack crime and blight within Griffin neighborhoods. This strategic plan will help guide and focus the City of Griffin's resource strategies in protecting and promoting safer and cleaner neighborhoods. The City of Griffin will use a balanced combination of enforcement and outreach approaches to accomplish its mission and work toward meeting the goals in the strategic plan. The City of Griffin will also review the plan periodically and make adjustments in goals and strategies as necessary. The City government faces enormous challenges that will impact the progress of this program. As we recognize those challenges, we must embrace on the "New Beginnings" for Griffin residents and look forward to building a more progressive and vibrant City of Griffin.

Planning & Development Services
Planning & Zoning | 100 S. Hill Street - P.O. Box T | Griffin, GA 30224
P 770.233.4130 F 770.233.2915 W www.cityofgriffin.com

Memo

To: Board of Commissioners

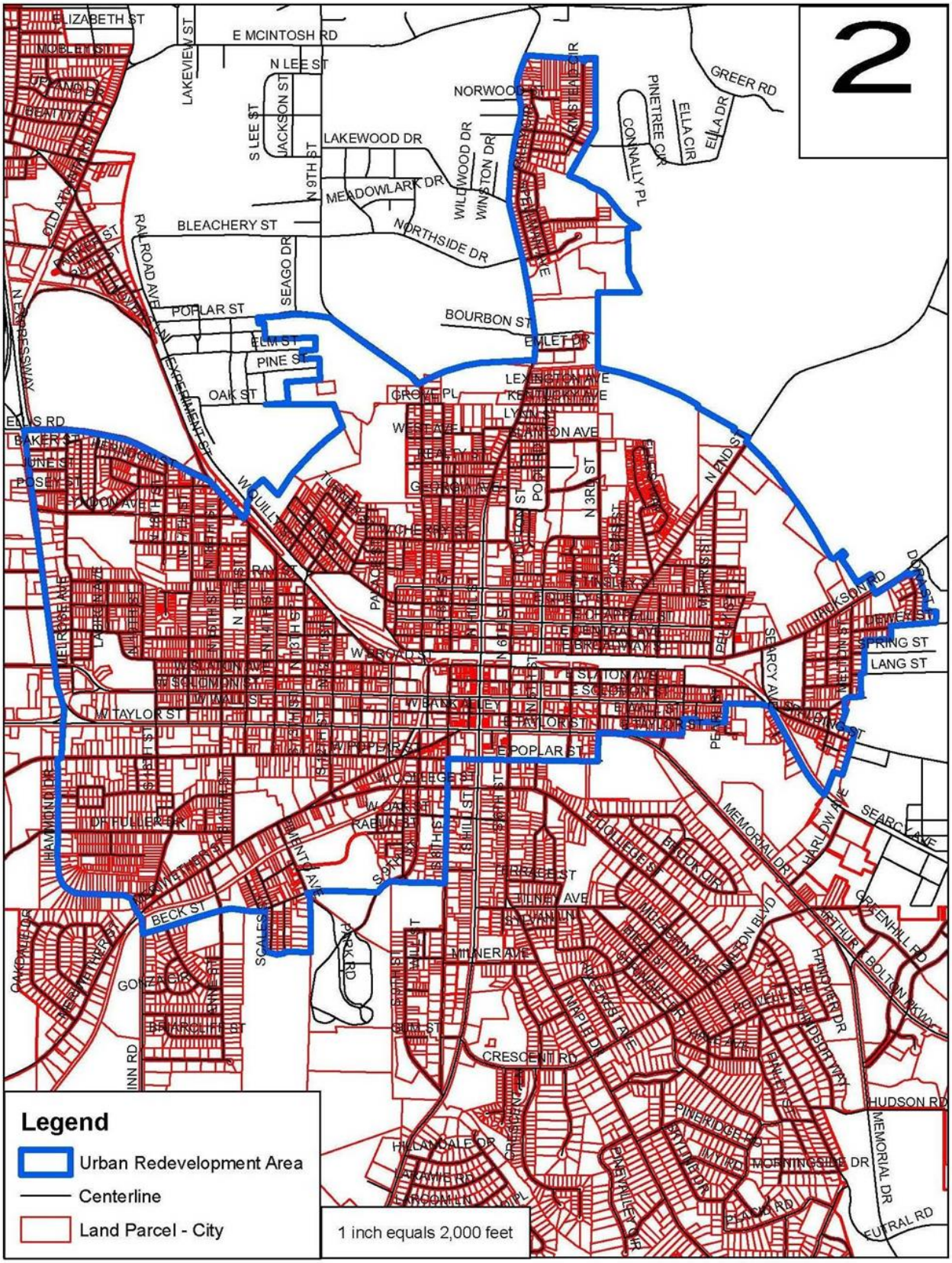
From: Chad Jacobs, Director Planning & Development

Date: August 22, 2023

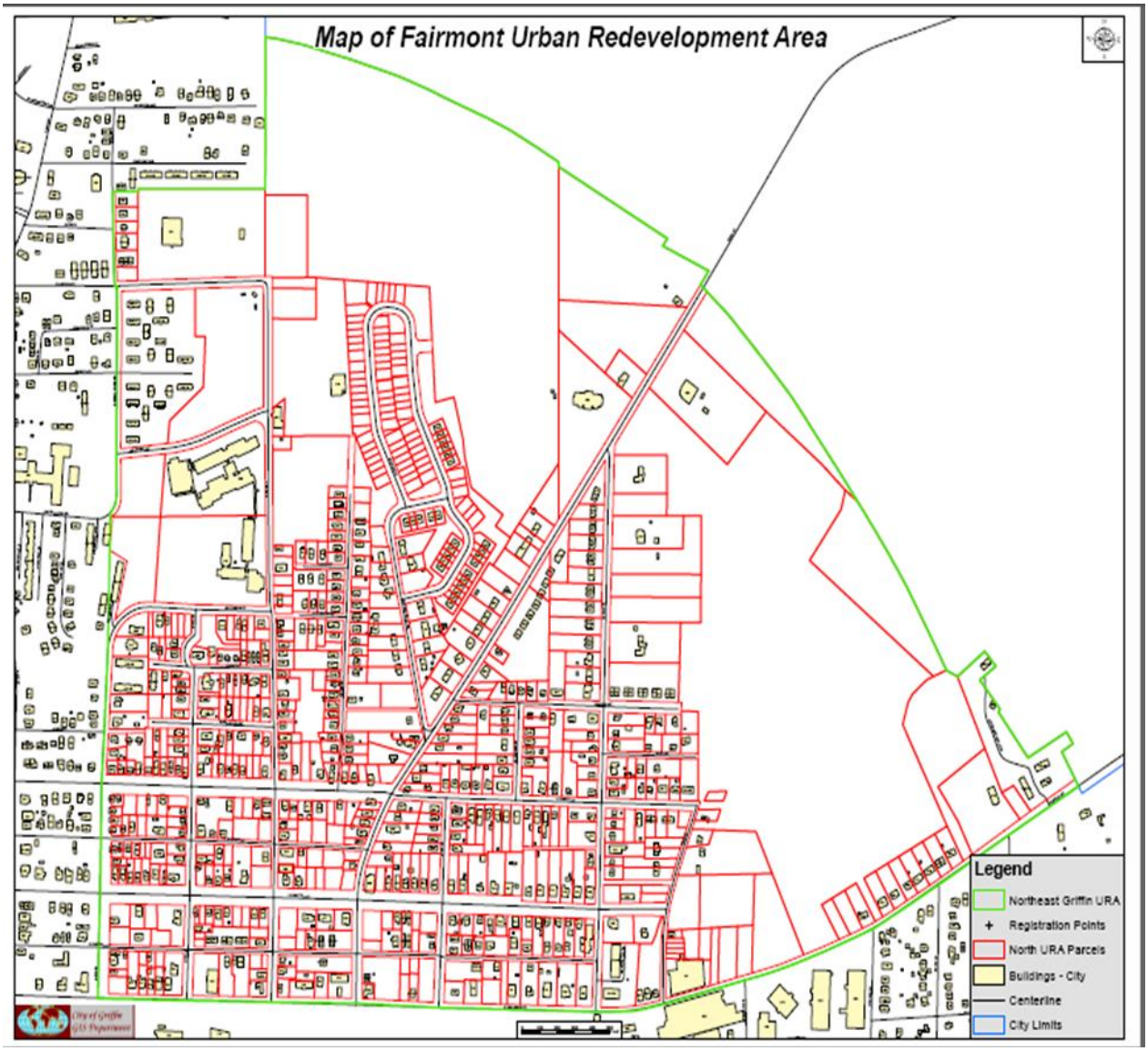
Subject: 2007 Fairmont Redevelopment Plan Re-adoption

As you are aware, we are working with the Griffin-Spalding Housing Authority and their partner, Collaborative Housing Solutions to develop two multi-family projects utilizing the Low-Income Housing Tax Credit (LIHTC) incentive at 512 North 6th Street and at 415 Jefferson Street. On July 25th, 2023, you approved rezoning of these properties amending to High Density Residential – A and adding the Special Housing Revitalization Overlay District for these projects. In order for the 4% "scattered site" LIHTC application to remain competitive, we must strive to qualify for as many points as possible. The category for Revitalization Plans represents a potential 5-7 points and is extremely important in helping bolster the overall point total. In order to be eligible for those points, the redevelopment plan must be adopted within the last ten (10) years of the application submittal which is to be submitted in October. This is only reason to request re-adoption of the current plan. The current plan will support the proposed tax credit application. If you remember, this follows a similar process with respect to the Downtown Redevelopment Plan re-adoption we requested and you approved in March 2022. Staff is making plans to update the Fairmont Redevelopment Plan once we have completed the overall Comprehensive Plan update.

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A RESOLUTION

A RESOLUTION TO RE-ADOPT THE FAIRMONT NEIGHBORHOOD URBAN REDEVELOPMENT PLAN, PURSUANT TO THE AUTHORITY OF GEORGIA URBAN REDEVELOPMENT ACT (O.C.G.A. §36-61-1, et seq.); AND TO RE-APPROVE THE FAIRMONT NEIGHBORHOOD URBAN REDEVELOPMENT PLAN.

WHEREAS, the Fairmont Neighborhood Redevelopment Area is defined as the areas located north of Downtown Griffin and is bordered to the south by Broadway Street, to the east by Jackson Road, to the north by Lexington Avenue and to the West by North Hill Street, to include Blanton Ave, Lynn Lane, Haskell Ward Dr, Kentucky Ave, Crawford St, AZ Kelsey St, Cabin Creek Dr and Jefferson St., to name a few. This area is located within the Fairmont Neighborhood, which is considered as the north side or 2nd Ward.

WHEREAS, the residents and City staff have prepared an Urban Redevelopment Plan to address blight conditions and underutilized areas and neighborhoods; and

WHEREAS, the City Commission makes the following findings: that the Fairmont Neighborhood Area conforms to the comprehensive plan for the City of Griffin; and that the Plan affords maximum opportunity for rehabilitation and redevelopment; and

WHERAS, re-adoption of this Plan is necessary to designate the Fairmont Neighborhood as an Urban Redevelopment Area, in accordance with Title 36, Chapter 61 of the Code of Georgia, as amended; and

WHEREAS, such designation as an Urban Redevelopment Area will enable the City to undertake activities necessary to implement the proposed improvements and to revitalize buildings and infrastructure;

NOW, THEREFORE, BE IT RESOLVED, that the Board of Commissioners of the City of Griffin does hereby re-adopt this Urban Redevelopment Area for the Fairmont Community of the overall City wide Redevelopment Initiative.

BE IT RESOLVED this 22nd day of August 2023.

_____
Douglas Hollberg, Mayor

CERTIFICATION
I do hereby certify that the foregoing is a true and correct copy of the Resolution duly adopted by the City of Griffin on the date so stated in said Resolution. I further certify that I am the Secretary and that said Resolution has full force and effect the 22nd day of August, 2023.

ATTEST:

_____
Jessica O'Connor, Secretary/Manager

AGENDA ITEM SUMMARY

ITEM SUMMARY:

Receive comments regarding a variance to reduce the minimum lot width within Planned Commercial Development (PCD) at 1524 Highway 16 West for The Kroger Co. *Director of Planning & Development, Chad Jacobs, will address.*

SPECIAL CONSIDERATIONS OR CONCERNS:

The applicant, Nate Fuss with Bohler Engineering GA LLC on behalf of Mavis Tire and The Kroger Co., is requesting a variance from Article 7 Section 714D and J which requires a minimum lot width of 100' in the PCD, Planned Commercial Development district. Kroger is proposing to sell a .641-acre +/- tract for the development of new commercial retail service space in the Northeast portion of the parking lot. The location of the building is on the preliminary site plan designed in 2019 for the Kroger store. Mavis Tire will own both the new building and the land. A variance is necessary to reduce the physical requirement of lot width since the new parcel will not front a public street.

STAFF RECOMMENDATION:

Planning & Development staff recommends CONDITIONAL APPROVAL of the variance request (23–VAR-05) at 1524 Highway 16 West submitted by Nate Fuss on behalf of Mavis Tire, to reduce the minimum lot width of 100' in the PCD, Planned Commercial Development district to 0' with the following conditions:

a. The new building shall be developed with exterior elevations and building materials which substantially match the adjacent existing Kroger store at 1524 Highway 16 West. Planning & Development staff shall approve the elevations prior to issuance of building permit.
b. Development agreement between Kroger and new owner shall be recorded and copy provided to Planning & Development prior to issuance of building permit.

FINANCIAL IMPACT:

N/A

Submitted By:
Chad Jacobs

Meeting Date:
22/08/2023

Reviewed By:
Jessica O'Connor

ATTACHMENTS:
Application; 1524 Hwy 16 W.pdf
Mavis Griffin,GA_Elevations.pdf
Mavis Tire Site Plan and Elevations.pdf
Retail @ GA619 CPs-2_RLR19237_07-02-19.pdf

1524 Hwy 16 W VAR Staff Report Mavis.pdf

9760

PLANNING AND DEVELOPMENT SERVICES DEPARTMENT

APPLICATION FOR VARIANCE

Date Received: 6-23-23 Application Number: 23-VAR-05

Applicant: Nate Fuss - Bohler Engineering, GA LLC Telephone Number: 678-695-6800

Email Address: Nfuss@bohlereng.com

Address: 211 Perimeter Center Parkway, Suite 425 Atlanta, GA 30346

Project Name/Description: Mavis Griffin

Address/Location: 1524 Hwy 16, Griffin, GA 30223

Tax Map District 06 Block _____ Lot Number 112

Zoning PCD Parcel(s) Size: 14.18 (acres or square feet)

Applicant is: Property Owner _____ Engineer: X Architect: _____

Realtor: _____ Other: _____

Application fee amount: _____

Paid by: _____ Check (check # _____) _____ Cash

_____ Cashier's Check _____ Other

I attest that this Variance Application and its attachments meet all applicable requirements of the City of Griffin ordinances and development guidelines, codes, and regulations to the best of my knowledge.

Nathan Fuss

Signature of Applicant (or authorized representative)

Date: 06/14/2023

PLANNING AND DEVELOPMENT SERVICES DEPARTMENT
VARIANCE QUESTIONNAIRE

Date Submitted: 6-23-23 Application Number: 23-VAR-05

Applicant Name: Nate Fuss - Bohler Engineering, GA LLC

Address of Property: 1524 Hwy 16 Griffin, GA 30223

Tax Map, Block and Lot Number: 112/02

Applicable Zoning Ordinance Section: Unified Development Code - Article 7 - Sec. 714J - Lot Width Requirement

A. The following information must be submitted with the Variance Application:

1. One (1) copy of a site plan, boundary survey, and Tax Map of the property

B. Please provide written answers to the following questions to justify a Request for Variance:

1. For what reason is (are) the Variance(s) being requested, and why is it necessary for the development of the subject property? See attached letter
2. What special considerations or circumstances exist that is peculiar to the subject property, and that is not applicable to other property in the same zoning district, that makes the need for a Variance unique? See attached letter
3. Explain why and how the special conditions or circumstances described in Question #2 are not self-imposed actions created by the property owner. See attached letter
4. Explain how the City if Griffin Unified Development Code (UDC) provisions or other regulations would deprive the property owner of rights commonly enjoyed by other properties in the same zoning district and would cause unnecessary hardship for the property owner. See attached letter
5. Is the Variance, if granted, the minimum variance that would allow reasonable use of the property? How and why is that the case? See attached letter
6. Explain how granting the Variance request would be consistent with the general intent and purpose of the City of Griffin UDC. See attached letter

7. Will the Variance, if granted, be injurious to the surrounding properties or detrimental to health, safety, or welfare of the general public? If not, please explain. See attached letter

Griffin

PLANNING AND DEVELOPMENT SERVICES DEPARTMENT

OWNER'S AUTHORIZATION

This is to certify that:
Nate Fuss - Bohler Engineering
(Name of Applicant, Property Owner, or other Representative)

The person named above is the Owner or Representative of the Owner holding interest in the property that is the subject of the attached application.

By execution of this form, authorization is given to the person named as "Applicant" below, acting on behalf of the owner, to file for and pursue a request for approval of the following.

____	Rezoning	____	Minor Site Plan
____	Special Use Request	____	Preliminary Site Plan
X	Variance Request	____	Final Site Plan/ Subdivision Plat

Applicant: Bohler Engineering GA, LLC Telephone Number: 678-695-6800
Address: 211 Perimeter Center Parkway, Suite 425 Atlanta GA 30346

APPROVED LAW DEPT

The Kroger Co.

Signature of Owner Rick J. Landrum, Senior Counsel Date: 6/20/23

Signature of Representative Date: 06/14/2023

Notary Signature and Seal Patricia Anne Carter

Commission expiration date: August 9, 2027



Griffin

PLANNING AND DEVELOPMENT SERVICES DEPARTMENT
CONFLICT OF INTEREST DISCLOSURE

Have you, within the two (2) years immediately preceding the filing of this application, made campaign contributions aggregating $250.00 or more to a member of the Board of Commissioners, a member of the Planning & Zoning Board, or any other government official who will consider this application?

____ Yes _X_ No

If yes, please complete the following section:

Name and Official Position of Government Official:

_____

Please list the Date and Amount of Contribution(s) (List all which aggregate $250.00 or more)

_____

_____

_____

Nate Fuss _____ Date: 06/14/2023

Signature of Applicant

Nate Fuss

Printed Name

_____ Date: _____

Signature of Applicant's Attorney or Representative

Printed Name

BOHLER //

211 Perimeter Center Pkwy NE, Suite 425
Atlanta, GA 30346
678.695.6800

June 16, 2023

City of Griffin
Planning and Development Services
100 S. Hill St.
Griffin, GA 30223

RE: Variance Request Letter
Mavis Tires & Brakes
1524 Hwy 16
Griffin, GA 30223
GAA220023.00

To whom it may concern:

We've provided the following responses to justify our request for this variance.

1. **For what reason is (are) the Variance(s) being requested, and why is it necessary for the development of the subject property?**
    a. The proposed Mavis development will be located within the Kroger parking lot. The Mavis property will be over 100' wide however, it will not front the Public ROW, thus not meeting this code section.
2. **What special considerations or circumstances exist that is peculiar to the subject property, and that is not applicable to other property in the same zoning district, that makes the need for a Variance unique?**
    a. This case is specific because it is a proposed outparcel development within the under-utilized Kroger parking lot that faces a street that is private.
3. **Explain why and how the special conditions or circumstances described in Question #2 are not self-imposed actions created by the property owner.**
    a. This circumstance is not self-imposed because the site fronts an access road that serves Kroger and Lowes however, this is a private road. If it was a public road the lot width requirement would be met. Further, the proposed Mavis lot will be over the 100' requirement, it will just not be fronting the public street because it is a subdivision of the existing parking lot that does not front a public road.
4. **Explain how the City of Griffin Unified Development Code (UDC) provisions or other regulations would deprive the property owner of rights commonly enjoyed by other properties in the same zoning district and would cause unnecessary hardship for the property owner.**
    a. The proposed auto service use is allowed by right in this jurisdiction and will have access to the public ROW via an access easement with the Kroger shopping center. The site is 100' wide and fronts a private street.
5. **Is the Variance, if granted, the minimum variance that would allow reasonable use of the property? How and why is that the case?**
    a. A minimum width of 0' would be required since the property technically does not front a public street.
6. **Explain how granting the Variance request would be consistent with the general intent and purpose of the City of Griffin UDC.**
    a. The use is by right and the subdivided width of the property will meet the intent of the ordinance for properties to be a minimum of 100' wide.
7. **Will the Variance, if granted, be injurious to the surrounding properties or detrimental to**

health, safety, or welfare of the general public? If not, please explain.

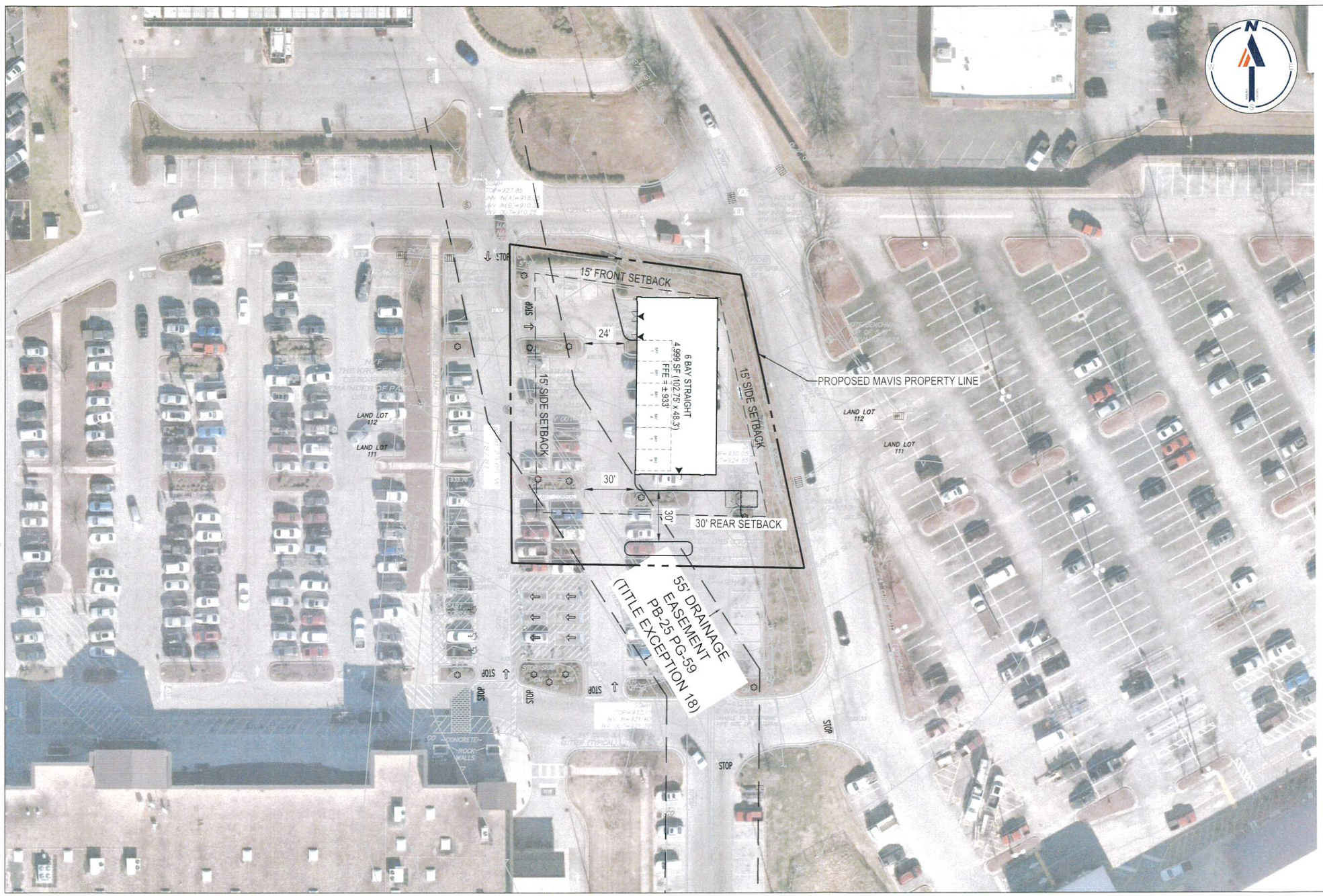
a. No

Should you have any questions regarding this project or require additional information, please do not hesitate to contact our office at (678) 695-6800.

Sincerely,
BOHLER ENGINEERING GA, LLC

Nate Fuss, P.E.
Project Manager

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OVERALL DEVELOPMENT MAP
SCALE: 1" = 500'
REFERENCE: NEARMAP

CONCEPT PLAN NOTES

(Rev. 1/2020)

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5. IT IS STRONGLY RECOMMENDED THAT A ZONING CONFORMANCE ANALYSIS BE PERFORMED TO DETERMINE AND EVALUATE IF THERE ARE ANY RESTRICTIONS AND/OR ZONING ISSUES, CONCERNS OR RESTRICTIONS THAT MAY OR COULD IMPACT THE FEASIBILITY OF THIS PROJECT, AS THE OWNER HAS DESCRIBED IT.

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211 PERIMETER CENTER PKWY NE,
SUITE 425
ATLANTA, GEORGIA 30346
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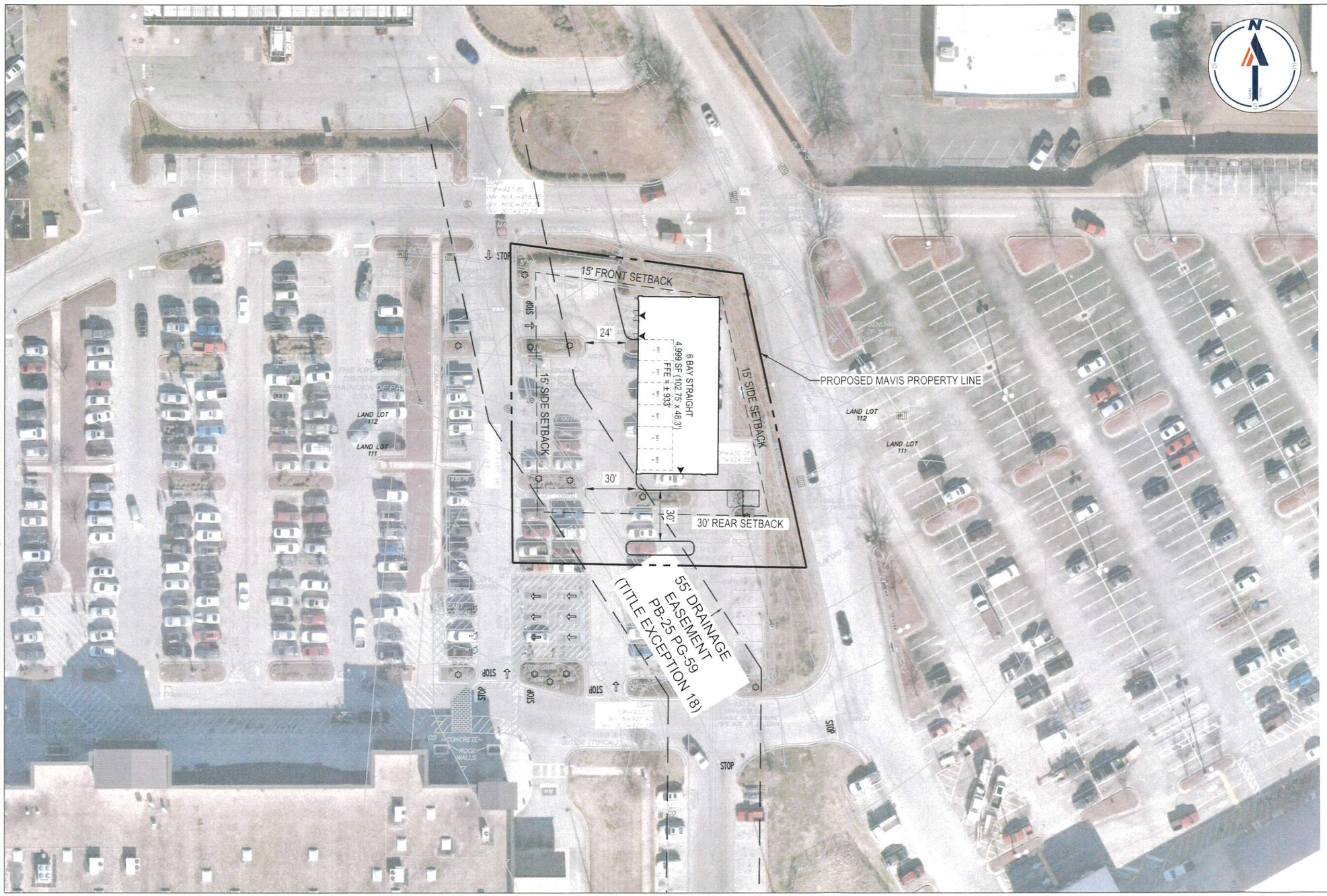
MAVIS TIRES & BRAKES VARIANCE SITE PLAN

06/20/2023 | KJ | GAA220023 | Rev B-2

GRIFFIN, GA 30223 | PLAN REV. B-2

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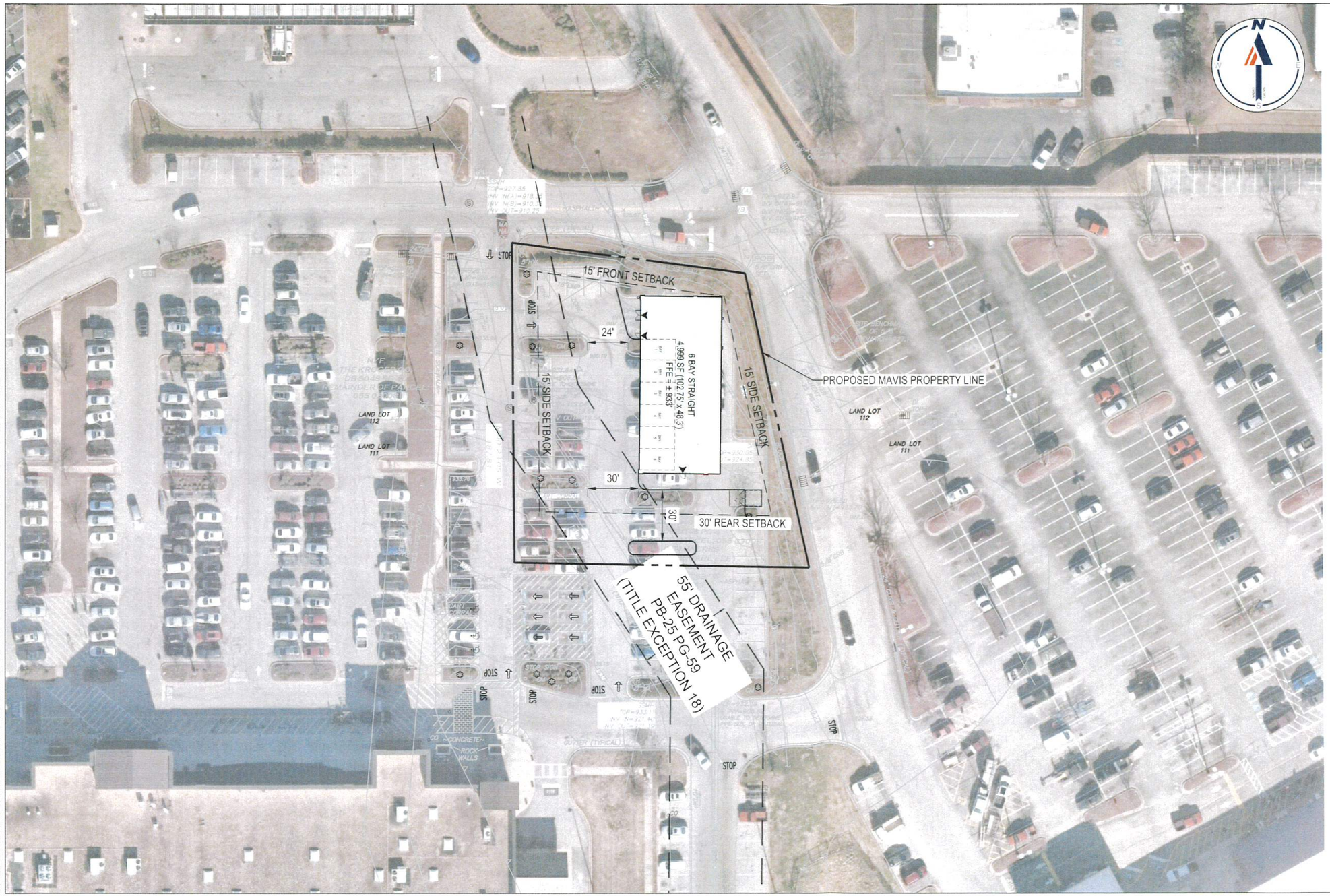
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MAVIS TIRES & BRAKES VARIANCE SITE PLAN

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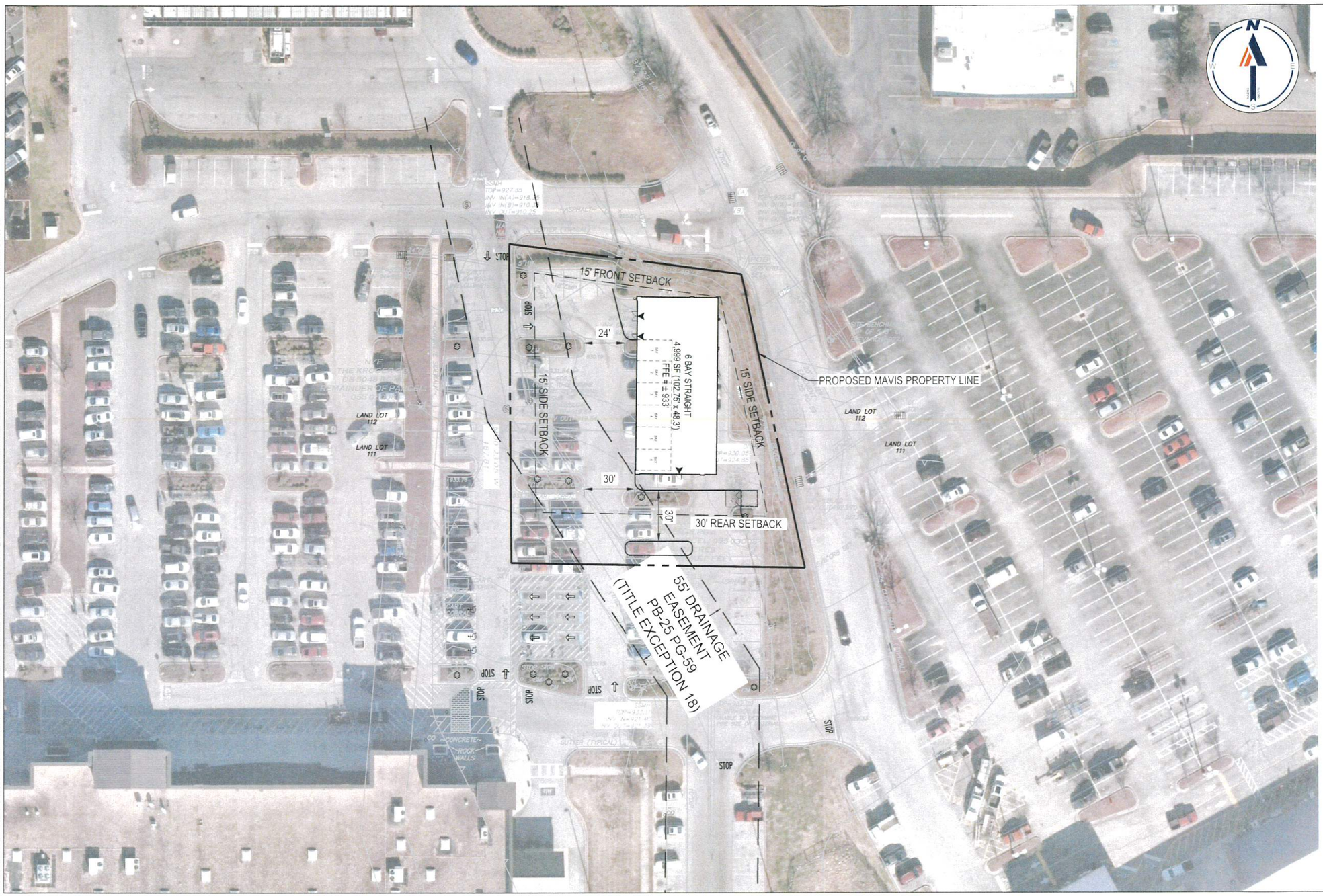
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MAVIS TIRES & BRAKES VARIANCE SITE PLAN

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MAVIS DISCOUNT TIRE

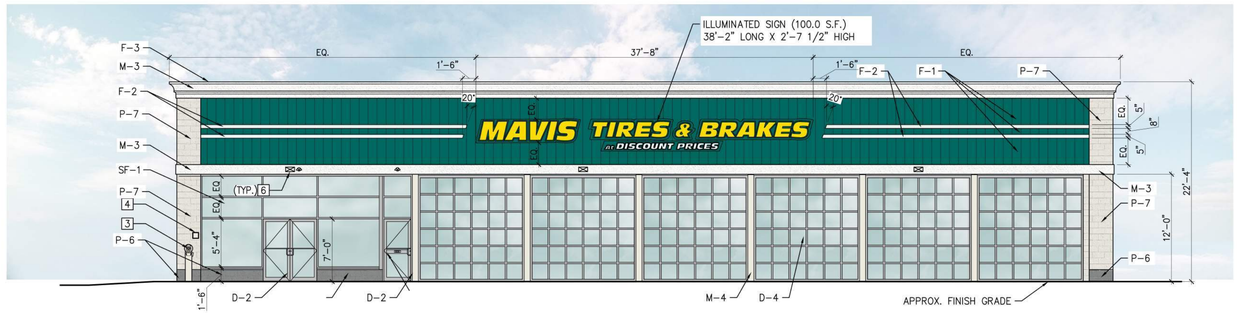
GRIFFIN, GA 30223 | PLAN REV. B-2

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1"= 60'

Permit #: 9760
Permit Type:
Address: 1524 HWY 16
City:
State:
Zip: 30223
Owner: KROGER MANAGEMENT-NMTC GRIFFIN I LLC
Owner Address: C/O THE KROGER CO 1014 VINE STREET
Owner City: CINCINNATI
Owner State: OH
Owner Zip: 45202
Owner Phone:
Owner Email:
Receipt #: 10082
Date: 06/23/2023
Paid By: Erika Larrimore
Description: 99490452
Payment Type: iTransact CC
Payment Type Description:
Accepted By:

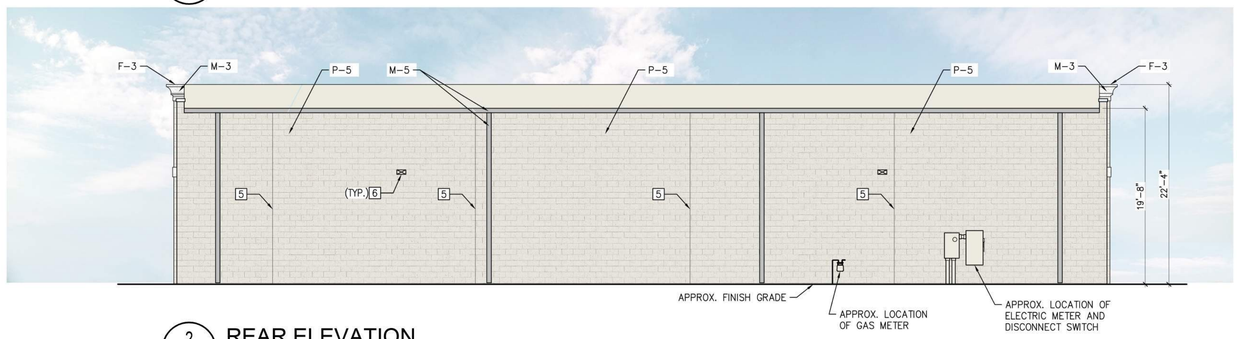
Fees Paid

Fee Name	Fee Type	Description	Factor	Total Fee Amount	Amount Paid
Commercial - Variance	Zoning - Application Fee		0.00	300.00	300.00
Convenience Fee	3.5% Convenience Fee (CC)		300.00	10.50	10.50
				Total:	**$310.50**



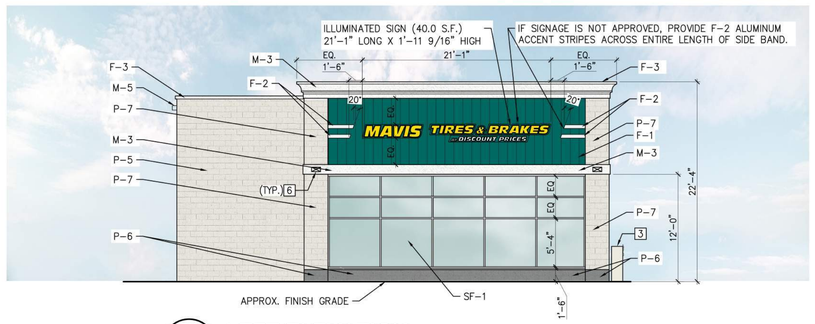
1 A-200 **FRONT ELEVATION**

SCALE: 1/8" = 1'-0"



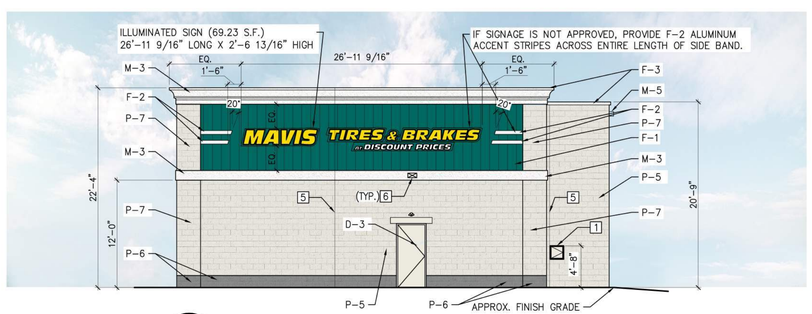
2 A-200 **REAR ELEVATION**

SCALE: 1/8" = 1'-0"



3 A-200 **LEFT ELEVATION**

SCALE: 1/8" = 1'-0"



4 A-200 **RIGHT ELEVATION**

SCALE: 1/8" = 1'-0"

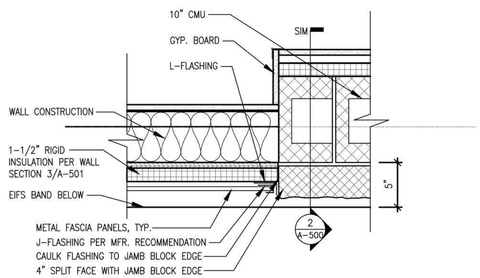
EXTERIOR MATERIALS SCHEDULE

	MARK	MATERIAL	MANUFACTURER	STYLE/COLOR	NOTES
DOOR FINISHES	D-2	ALUMINUM STOREFRONT DOOR & FRAME	KAWNEER	COLOR: CLEAR ANODIZED ALUMINUM	INSTALL PER MFR RECOMMENDATIONS.
	D-3	PAINT FOR GALVANIZED HM DOOR & FRAME	BENJAMIN MOORE	COLOR: OC-129 ALABASTER WHITE SHEEN: SEMI-GLOSS	FINISH PER MFR RECOMMENDATIONS. PRIMER: (1) COAT- BM SUPER SPEC HP ACRYLIC PRIMER #HP04 FINISH COAT: (2) COATS- BM SUPER SPEC HP D.T.M. ACRYLIC SEMI-GLOSS #HP29
	D-4	ALUMINUM AND GLASS OH DOORS	RAYNOR GARAGE DOORS	RAYNOR AV200 COLOR: CLEAR SATIN ANODIZED ALUMINUM	INSTALL PER MFR RECOMMENDATIONS. RE: SPECS FOR ADDITIONAL INFO. *DOORS AT RACKING SHALL BE FIXED AND SECURE CONTACT DH PACE: ADAM POSLOSKY, ADAM.POSLOSKY@DHPACE.COM, 816-480-2361
MISC. ITEMS	F-1	VERTICAL METAL FASCIA	ATAS	MULTIPURPOSE PANELS- MPN SEMI STANDING SEAM 12" WIDE, 0.032" ALUMINUM COLOR: #19 TEAL	INSTALL PER MFR RECOMMENDATIONS.
	F-2	ALUMINUM ACCENT STRIPE	ATAS	0.032" ALUMINUM COLOR: #26 BONE WHITE	INSTALL PER MFR RECOMMENDATIONS.
	F-3	METAL ROOF COPING	ROOF MFR	MATCH ROOF SYSTEM COLOR: MATCH WALL BELOW	INSTALL PER MFR RECOMMENDATIONS.
	M-3	EIFS CORNICE & BAND	DRYVIT OR APPROVED EQUAL	COLOR: MATCH BENJAMIN MOORE OC-129 ALABASTER WHITE FINISH: LYMESTONE	INSTALL PER MFR RECOMMENDATIONS.
	M-4	PAINT FOR STEEL LINTELS & COLUMNS	BENJAMIN MOORE	COLOR: OC-129 ALABASTER WHITE SHEEN: LOW LUSTRE	FINISH PER MFR RECOMMENDATIONS. PRIMER: (1) COAT- BM SUPER SPEC HP ACRYLIC PRIMER #HP04 FINISH COAT: (2) COATS- BM SUPER SPEC HP D.T.M. ACRYLIC LOW LUSTRE #HP25
	M-5	ALUMINUM GUTTERS & DOWNSPOUTS	-	COLOR: WHITE MILL FINISH	INSTALL PER MFR RECOMMENDATIONS.
WALL FINISHES	P-5	PAINTED SMOOTH FACE BLOCK	BENJAMIN MOORE	COLOR: OC-129 ALABASTER WHITE SHEEN: LOW LUSTRE	FINISH PER MFR RECOMMENDATIONS. PRIMER: (1) COAT-BM ULTRA SPEC MASONRY HI-BUILD BLOCK FILLER 571 FINISH COAT: (2) COATS- BM ULTRA SPEC ELASTOMERIC LOW LUSTRE 360
	P-6	PAINTED SPLIT FACE BLOCK	BENJAMIN MOORE	COLOR: HC-164 PURITAN GRAY SHEEN: LOW LUSTRE	FINISH PER MFR RECOMMENDATIONS. PRIMER: (1) COAT-BM ULTRA SPEC MASONRY HI-BUILD BLOCK FILLER 571 FINISH COAT: (2) COATS- BM ULTRA SPEC ELASTOMERIC LOW LUSTRE 360
	P-7	PAINTED SPLIT FACE BLOCK	BENJAMIN MOORE	COLOR: OC-129 ALABASTER WHITE SHEEN: LOW LUSTRE	FINISH PER MFR RECOMMENDATIONS. PRIMER: (1) COAT-BM ULTRA SPEC MASONRY HI-BUILD BLOCK FILLER 571 FINISH COAT: (2) COATS- BM ULTRA SPEC ELASTOMERIC LOW LUSTRE 360
	SF-1	ALUMINUM STOREFRONT SYSTEM	KAWNEER	COLOR: CLEAR ANODIZED ALUMINUM	INSTALL PER MFR RECOMMENDATIONS. INSTALL WITH 1" LOW-E INSULATED GLAZING.

GENERAL NOTES:
A. ALL FINISHES ON MATERIAL SCHEDULE MAY NOT BE USED
B. CENTER WALL LIGHTS OVER COLUMNS, DOORS & WINDOWS, ETC., AS SHOWN U.O.N.
C. MOUNTING HEIGHT OF EXTERIOR LIGHT FIXTURE ON REAR AND SIDE ELEVATIONS TO MATCH MOUNTING HEIGHT OF LIGHT FIXTURES ON FRONT ELEVATION
D. REFER TO SHEET A-800 FOR INFO REGARDING ILLUMINATED CHANNEL LETTER SIGNS.

EXTERIOR ELEVATION KEYNOTES

1. 16"X16" INSULATED ALUMINUM ACCESS DOOR BY BEST ACCESS DOORS. SKU # BA-PAL-16-16. FINAL COLOR SELECTION TO BE APPROVED BY OWNER AND ARCHITECT. RE: DETAIL 3/A-502 FOR ADDITIONAL INFO. (ACCESS DOOR IS FOR USE TO ACCESS OIL TANKS. COORDINATE FINAL LOCATION WITH TANK INSTALLER)
2. PROVIDE KEY DROP SLOT IN GARAGE ENTRY DOOR. FINAL INSTALLATION LOCATION TO BE DIRECTED BY MAVIS.
3. FREESTANDING AIR INFLATOR- LOCATION TO BE SITE SPECIFIC. (RE: RESPONSIBILITY SCHEDULE FOR ADDITIONAL INFO.)
4. PROVIDE KNOX BOX WHERE REQUIRED BY JURISDICTION (PURCHASED FROM LOCAL FIRE DEPARTMENT.) MOUNT PER FIRE DEPARTMENT REQUIREMENTS ON WALL ADJACENT TO ENTRANCE. CONTRACTOR TO MAKE APPLICATION FOR KNOX BOX AND COORDINATE WITH LOCAL APPROVING AUTHORITY.
5. EXPANSION JOINT MATERIAL COLOR TO MATCH ADJACENT FINISH COLOR.
6. EXTERIOR WALL PACK LIGHT. RE: ELECTRICAL DRAWINGS.



5 A-200 **WALL TRANSITION DETAIL**

SCALE:1-1/2" = 1'-0"

BASED ON 7-BAY PROTOTYPE DATED APR 1 2022

LDG
Larson Design Group
1000 COMMERCE PARK DRIVE
SUITE 201
WILLIAMSPORT, PA 17701
(877) 323-6603

MAVIS TIRE SUPPLY, LLC
358 SAW MILL RIVER ROAD
MILLWOOD, NY 10546
(914) 984-2500

CLIENT

COMMENTS | DATE | MARK

MAVIS TIRES & BRAKES

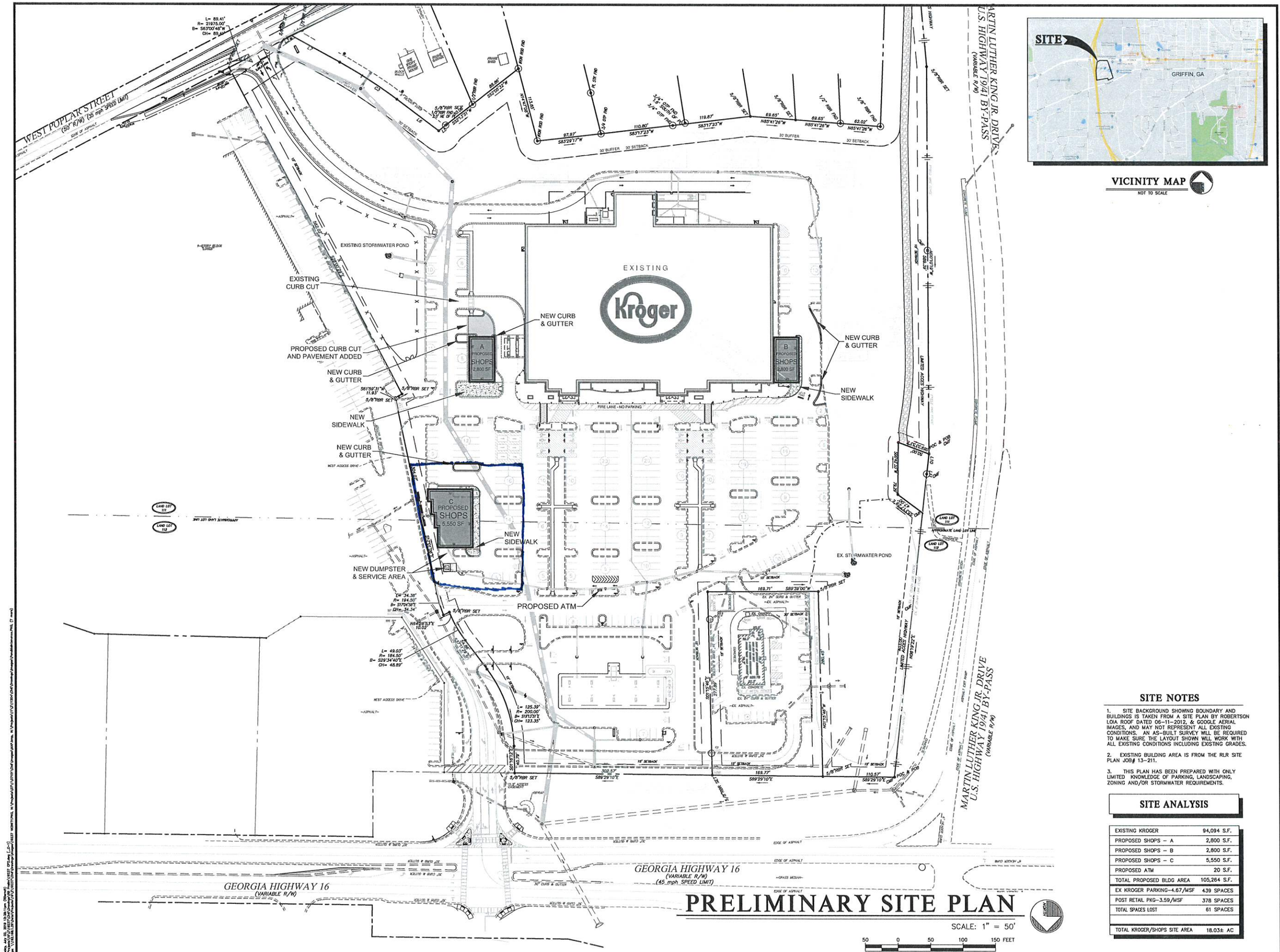
MAVIS TIRES & BRAKES #2143 - GRIFFIN, GA
1424 HIGHWAY 16 WEST, GRIFFIN, GA 30221

EXTERIOR ELEVATIONS

Project No.: 11432-123

Sheet No.: **A-200c**

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PRELIMINARY SITE PLAN

SCALE: 1" = 50'

50 0 50 100 150 FEET

SITE NOTES

1. SITE BACKGROUND SHOWING BOUNDARY AND BUILDINGS IS TAKEN FROM A SITE PLAN BY ROBERTSON LOIA ROOF DATED 06-11-2012, & GOOGLE AERIAL IMAGES, AND MAY NOT REPRESENT ALL EXISTING CONDITIONS. AN AS-BUILT SURVEY WILL BE REQUIRED TO MAKE SURE THE LAYOUT SHOWN WILL WORK WITH ALL EXISTING CONDITIONS INCLUDING EXISTING GRADES.
2. EXISTING BUILDING AREA IS FROM THE RLR SITE PLAN JOB# 13-211.
3. THIS PLAN HAS BEEN PREPARED WITH ONLY LIMITED KNOWLEDGE OF PARKING, LANDSCAPING, ZONING AND/OR STORMWATER REQUIREMENTS.

SITE ANALYSIS

EXISTING KROGER	94,094 S.F.
PROPOSED SHOPS – A	2,800 S.F.
PROPOSED SHOPS – B	2,800 S.F.
PROPOSED SHOPS – C	5,550 S.F.
PROPOSED ATM	20 S.F.
TOTAL PROPOSED BLDG AREA	105,264 S.F.
EX KROGER PARKING--4.67/MSF	439 SPACES
POST RETAIL PKG--3.59/MSF	378 SPACES
TOTAL SPACES LOST	61 SPACES
TOTAL KROGER/SHOPS SITE AREA	18.03± AC

ROBERTSON LOIA ROOF
ARCHITECTS & ENGINEERS
3460 Preston Ridge Road . Suite 275 . Alpharetta, Georgia 30005
770-674-2600 . Fax 678-319-0745

RETAIL @ KROGER GA-619
GRIFFIN PAVILION
GRIFFIN, GEORGIA
FOR:
SOUTHEASTERN DEVELOPMENT ASSOCIATES
2211 DEVEREUX PARKWAY, BLDG. 100, SUITE 370
AUGUSTA, GA 30909

REVISIONS

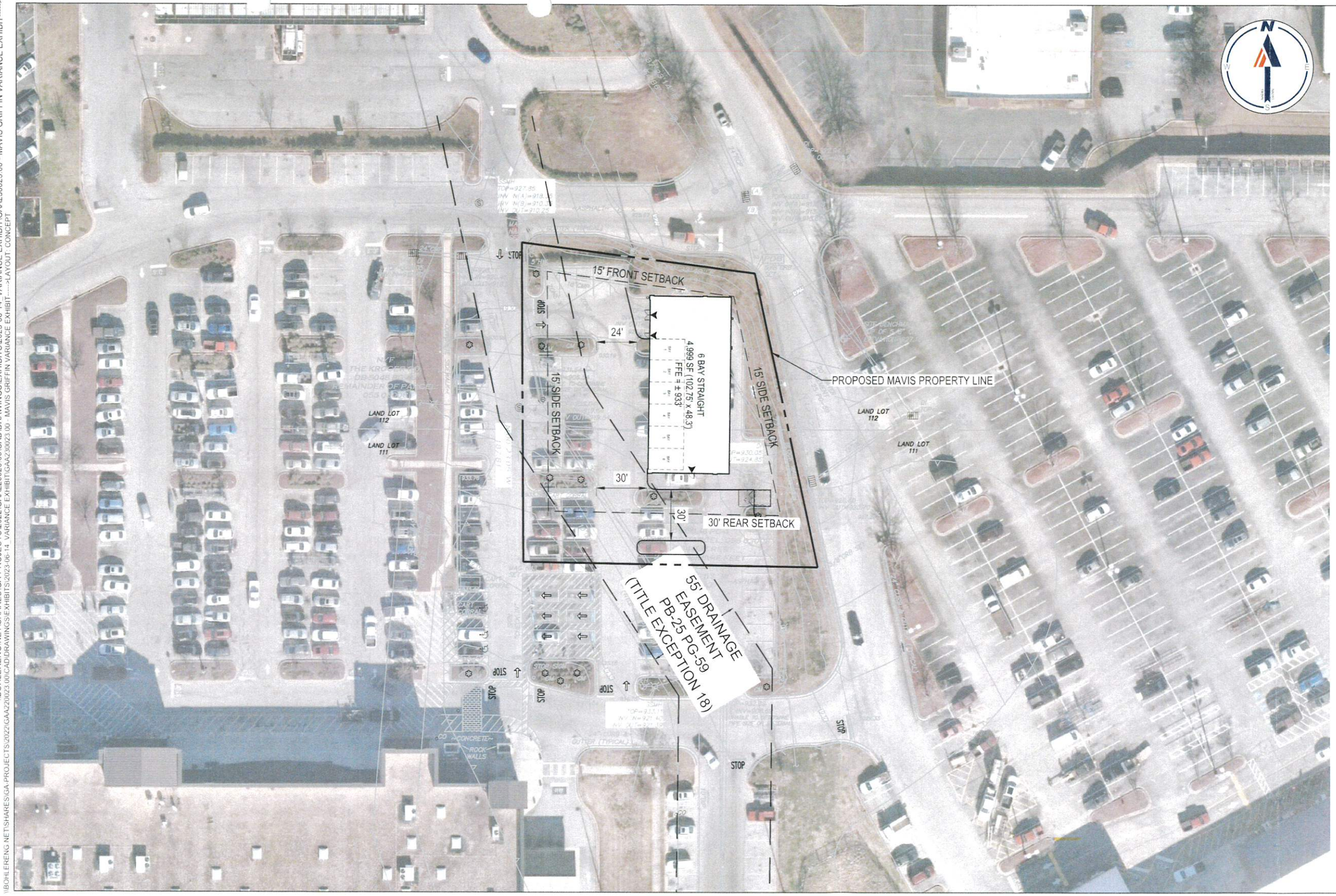
SHEET TITLE: PRELIMINARY SITE PLAN

DATE: 07-02-19

PROJECT NUMBER: 19-237

SHEET NUMBER: CPs-2

\\BOHLERENG.NET\SHARES\GA PROJECTS\2022\GAA220023.00\CAD\DRAWINGS\EXHIBITS\2023-06-14_VARIANCE EXHIBIT\GAA230023.00 - MAVIS GRIFFIN VARIANCE EXHIBIT----->LAYOUT - CONCEPT
\\BOHLERENG.NET\SHARES\GA PROJECTS\2022\GAA220023.00\CAD\DRAWINGS\EXHIBITS\2023-06-14_VARIANCE EXHIBIT\GAA230023.00 - MAVIS GRIFFIN VARIANCE EXHIBIT----->LAYOUT - CONCEPT





OVERALL DEVELOPMENT MAP

SCALE: 1" = 500'
REFERENCE: NEARMAP

CONCEPT PLAN NOTES

(Rev 1/2020)

1. THIS CONCEPT WAS PREPARED STRICTLY AND SOLELY BASED UPON INFORMATION IDENTIFIED IN THE PLAN REFERENCES.
2. THE CONCEPT DEPICTED HEREIN IDENTIFIES A DESIGN CONCEPT RESULTING SOLELY FROM LAYOUT PREFERENCES AND GUIDANCE DICTATED AND IDENTIFIED SOLELY BY THE CLIENT. THE FEASIBILITY WITH RESPECT TO OBTAINING LOCAL, COUNTY, STATE, AND OTHER APPLICABLE APPROVALS IS NOT WARRANTED, AND CAN ONLY BE ASSESSED AFTER FURTHER EXAMINATION AND VERIFICATION OF APPLICABLE REQUIREMENTS AND AFTER THE PROCUREMENT OF ALL NECESSARY JURISDICTIONAL APPROVALS.
3. THIS CONCEPTUAL PLAN IS PREPARED FOR CONCEPTUAL PRESENTATION PURPOSES ONLY, AND IS NOT INTENDED TO AND SHOULD NOT BE UTILIZED AS A ZONING OR CONSTRUCTION DOCUMENT.
4. THE EXISTING CONDITIONS SHOWN HEREON ARE BASED UPON INFORMATION THAT WAS PROVIDED TO THE ENGINEER. AT THE TIME OF THE ENGINEER'S PREPARATION OF THIS CONCEPT PLAN, BY THE OWNER AND OTHERS NOT UNDER ENGINEER'S CONTROL, AND IS SUBJECT TO CHANGE AFTER PERFORMANCE OF ADDITIONAL DUE DILIGENCE, FIELD SURVEY OR BOTH.
5. IT IS STRONGLY RECOMMENDED THAT A ZONING CONFORMANCE ANALYSIS BE PERFORMED TO DETERMINE AND EVALUATE IF THERE ARE ANY RESTRICTIONS AND/OR ZONING ISSUES, CONCERNS OR RESTRICTIONS THAT MAY OR COULD IMPACT THE FEASIBILITY OF THIS PROJECT, AS THE OWNER HAS DESCRIBED IT.

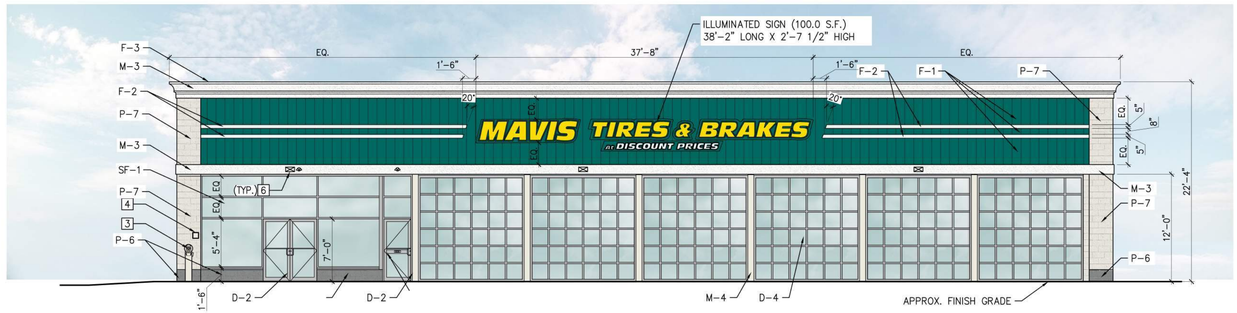
BOHLER //
211 PERIMETER CENTER PKWY NE,
SUITE 425
ATLANTA, GEORGIA 30346
Phone: (678) 695-6800
GA@BohlerEng.com

MAVIS TIRES & BRAKES VARIANCE SITE PLAN

06/20/2023 | KJ | GAA220023 | Rev B-2

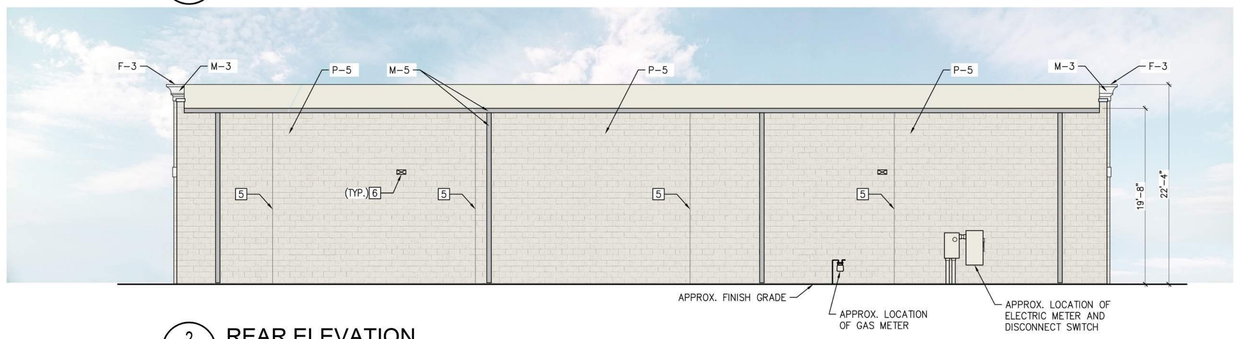
GRIFFIN, GA 30223 | PLAN REV. B-2

60 30 15 0 60
1"= 60'



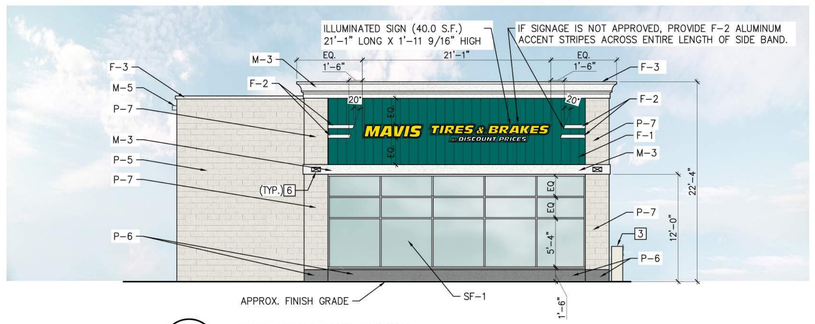
1 A-200 **FRONT ELEVATION**

SCALE: 1/8" = 1'-0"



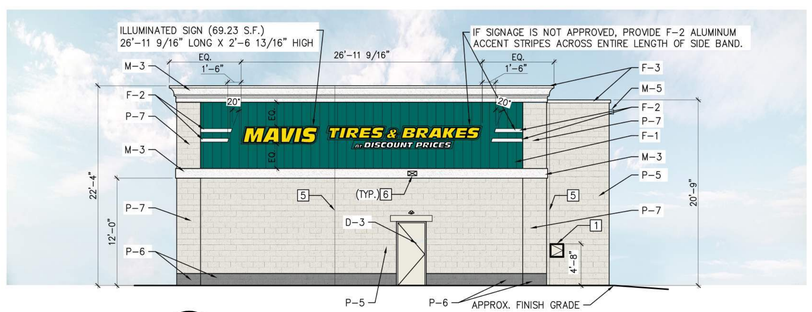
2 A-200 **REAR ELEVATION**

SCALE: 1/8" = 1'-0"



3 A-200 **LEFT ELEVATION**

SCALE: 1/8" = 1'-0"



4 A-200 **RIGHT ELEVATION**

SCALE: 1/8" = 1'-0"

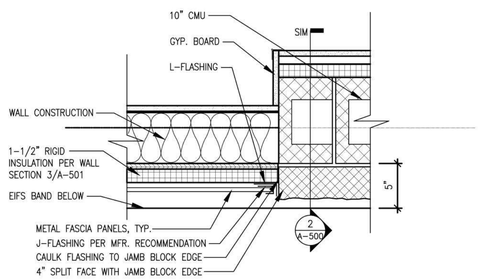
EXTERIOR MATERIALS SCHEDULE

	MARK	MATERIAL	MANUFACTURER	STYLE/COLOR	NOTES
DOOR FINISHES	D-2	ALUMINUM STOREFRONT DOOR & FRAME	KAWNEER	COLOR: CLEAR ANODIZED ALUMINUM	INSTALL PER MFR RECOMMENDATIONS.
	D-3	PAINT FOR GALVANIZED HM DOOR & FRAME	BENJAMIN MOORE	COLOR: OC-129 ALABASTER WHITE SHEEN: SEMI-GLOSS	FINISH PER MFR RECOMMENDATIONS. PRIMER: (1) COAT- BM SUPER SPEC HP ACRYLIC PRIMER #HP04 FINISH COAT: (2) COATS- BM SUPER SPEC HP D.T.M. ACRYLIC SEMI-GLOSS #HP29
	D-4	ALUMINUM AND GLASS OH DOORS	RAYNOR GARAGE DOORS	RAYNOR AV200 COLOR: CLEAR SATIN ANODIZED ALUMINUM	INSTALL PER MFR RECOMMENDATIONS. RE: SPECS FOR ADDITIONAL INFO. *DOORS AT RACKING SHALL BE FIXED AND SECURE CONTACT DH PACE: ADAM POSLOSKY, ADAM.POSLOSKY@DHPACE.COM, 816-480-2361
MISC. ITEMS	F-1	VERTICAL METAL FASCIA	ATAS	MULTIPURPOSE PANELS- MPN SEMI STANDING SEAM 12" WIDE, 0.032" ALUMINUM COLOR: #19 TEAL	INSTALL PER MFR RECOMMENDATIONS.
	F-2	ALUMINUM ACCENT STRIPE	ATAS	0.032" ALUMINUM COLOR: #26 BONE WHITE	INSTALL PER MFR RECOMMENDATIONS.
	F-3	METAL ROOF COPING	ROOF MFR	MATCH ROOF SYSTEM COLOR: MATCH WALL BELOW	INSTALL PER MFR RECOMMENDATIONS.
	M-3	EIFS CORNICE & BAND	DRYVIT OR APPROVED EQUAL	COLOR: MATCH BENJAMIN MOORE OC-129 ALABASTER WHITE FINISH: LYMESTONE	INSTALL PER MFR RECOMMENDATIONS.
	M-4	PAINT FOR STEEL LINTELS & COLUMNS	BENJAMIN MOORE	COLOR: OC-129 ALABASTER WHITE SHEEN: LOW LUSTRE	FINISH PER MFR RECOMMENDATIONS. PRIMER: (1) COAT- BM SUPER SPEC HP ACRYLIC PRIMER #HP04 FINISH COAT: (2) COATS- BM SUPER SPEC HP D.T.M. ACRYLIC LOW LUSTRE #HP25
	M-5	ALUMINUM GUTTERS & DOWNSPOUTS	-	COLOR: WHITE MILL FINISH	INSTALL PER MFR RECOMMENDATIONS.
WALL FINISHES	P-5	PAINTED SMOOTH FACE BLOCK	BENJAMIN MOORE	COLOR: OC-129 ALABASTER WHITE SHEEN: LOW LUSTRE	FINISH PER MFR RECOMMENDATIONS. PRIMER: (1) COAT-BM ULTRA SPEC MASONRY HI-BUILD BLOCK FILLER 571 FINISH COAT: (2) COATS- BM ULTRA SPEC ELASTOMERIC LOW LUSTRE 360
	P-6	PAINTED SPLIT FACE BLOCK	BENJAMIN MOORE	COLOR: HC-164 PURITAN GRAY SHEEN: LOW LUSTRE	FINISH PER MFR RECOMMENDATIONS. PRIMER: (1) COAT-BM ULTRA SPEC MASONRY HI-BUILD BLOCK FILLER 571 FINISH COAT: (2) COATS- BM ULTRA SPEC ELASTOMERIC LOW LUSTRE 360
	P-7	PAINTED SPLIT FACE BLOCK	BENJAMIN MOORE	COLOR: OC-129 ALABASTER WHITE SHEEN: LOW LUSTRE	FINISH PER MFR RECOMMENDATIONS. PRIMER: (1) COAT-BM ULTRA SPEC MASONRY HI-BUILD BLOCK FILLER 571 FINISH COAT: (2) COATS- BM ULTRA SPEC ELASTOMERIC LOW LUSTRE 360
	SF-1	ALUMINUM STOREFRONT SYSTEM	KAWNEER	COLOR: CLEAR ANODIZED ALUMINUM	INSTALL PER MFR RECOMMENDATIONS. INSTALL WITH 1" LOW-E INSULATED GLAZING.

GENERAL NOTES:
A. ALL FINISHES ON MATERIAL SCHEDULE MAY NOT BE USED
B. CENTER WALL LIGHTS OVER COLUMNS, DOORS & WINDOWS, ETC., AS SHOWN U.O.N.
C. MOUNTING HEIGHT OF EXTERIOR LIGHT FIXTURE ON REAR AND SIDE ELEVATIONS TO MATCH MOUNTING HEIGHT OF LIGHT FIXTURES ON FRONT ELEVATION
D. REFER TO SHEET A-800 FOR INFO REGARDING ILLUMINATED CHANNEL LETTER SIGNS.

EXTERIOR ELEVATION KEYNOTES

1. 16"X16" INSULATED ALUMINUM ACCESS DOOR BY BEST ACCESS DOORS. SKU # BA-PAL-16-16. FINAL COLOR SELECTION TO BE APPROVED BY OWNER AND ARCHITECT. RE: DETAIL 3/A-502 FOR ADDITIONAL INFO. (ACCESS DOOR IS FOR USE TO ACCESS OIL TANKS. COORDINATE FINAL LOCATION WITH TANK INSTALLER)
2. PROVIDE KEY DROP SLOT IN GARAGE ENTRY DOOR. FINAL INSTALLATION LOCATION TO BE DIRECTED BY MAVIS.
3. FREESTANDING AIR INFLATOR- LOCATION TO BE SITE SPECIFIC. (RE: RESPONSIBILITY SCHEDULE FOR ADDITIONAL INFO.)
4. PROVIDE KNOX BOX WHERE REQUIRED BY JURISDICTION (PURCHASED FROM LOCAL FIRE DEPARTMENT.) MOUNT PER FIRE DEPARTMENT REQUIREMENTS ON WALL ADJACENT TO ENTRANCE. CONTRACTOR TO MAKE APPLICATION FOR KNOX BOX AND COORDINATE WITH LOCAL APPROVING AUTHORITY.
5. EXPANSION JOINT MATERIAL COLOR TO MATCH ADJACENT FINISH COLOR.
6. EXTERIOR WALL PACK LIGHT. RE: ELECTRICAL DRAWINGS.



5 A-200 **WALL TRANSITION DETAIL**

SCALE:1-1/2" = 1'-0"

BASED ON 7-BAY PROTOTYPE DATED APR 1 2022

LDG

Larson Design Group

1000 COMMERCE PARK DRIVE
SUITE 201
WILLIAMSPORT, PA 17701
(877) 323-6603

MAVIS TIRE SUPPLY, LLC
358 SAW MILL RIVER ROAD
MILLWOOD, NY 10546
(914) 984-2500

CLIENT

COMMENTS | DATE | MARK

MAVIS TIRES & BRAKES

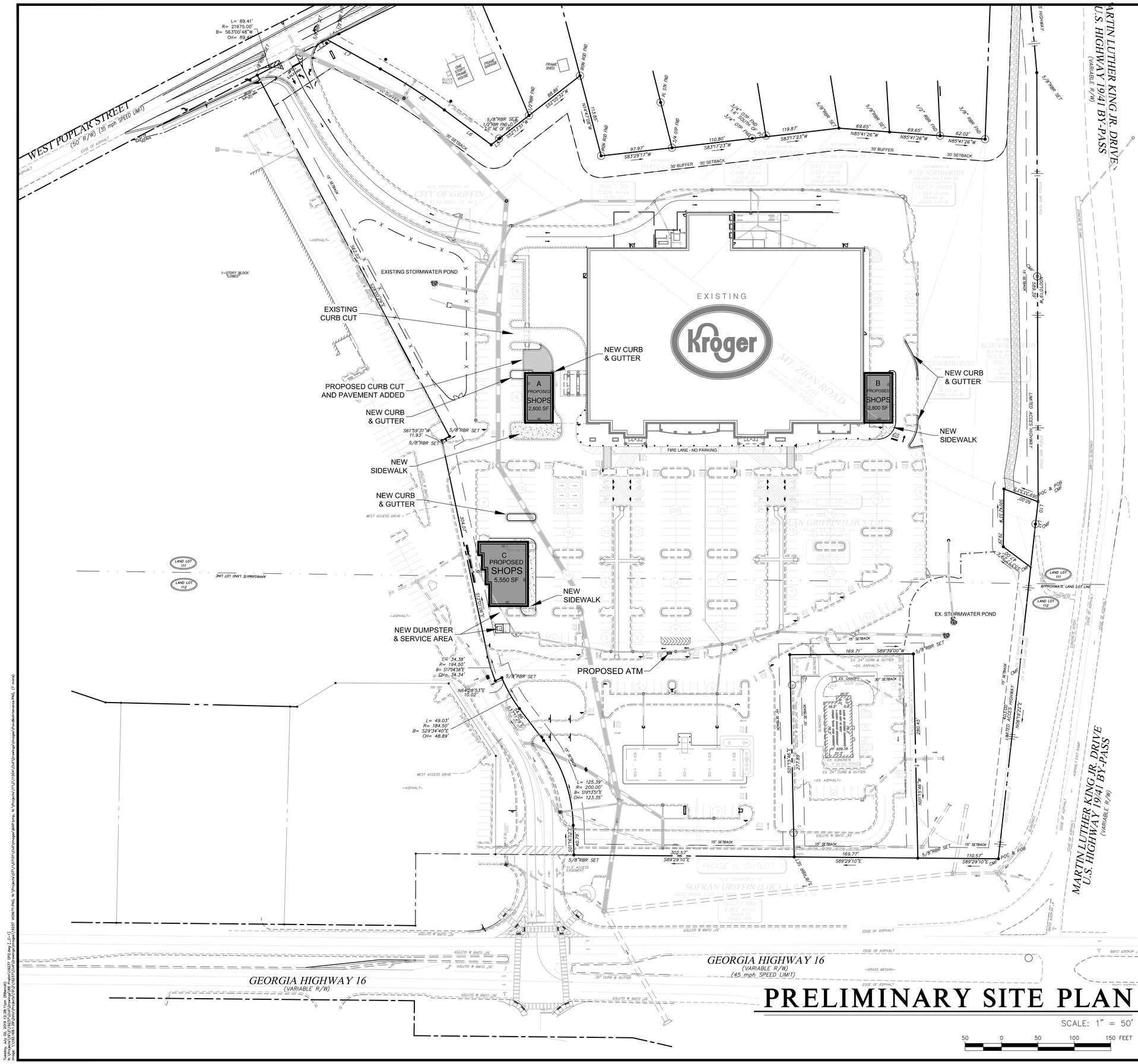
MAVIS TIRES & BRAKES #2143 - GRIFFIN, GA
1424 HIGHWAY 16 WEST, GRIFFIN, GA 30221

EXTERIOR ELEVATIONS

Project No.: 11432-123

Sheet No.: **A-200c**

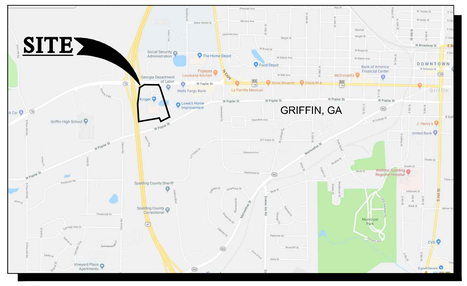
© Larson Design Group 2023



PRELIMINARY SITE PLAN

SCALE: 1" = 50'

50 0 50 100 150 FEET



VICINITY MAP

NOT TO SCALE

SITE NOTES

1. SITE BACKGROUND SHOWING BOUNDARY AND BUILDINGS IS TAKEN FROM A SITE PLAN BY ROBERTSON LOIA ROOF DATED 06-11-2012, & GOOGLE AERIAL IMAGES, AND MAY NOT REPRESENT ALL EXISTING CONDITIONS. AN AS-BUILT SURVEY WILL BE REQUIRED TO MAKE SURE THE LAYOUT SHOWN WILL WORK WITH ALL EXISTING CONDITIONS INCLUDING EXISTING GRADES.

2. EXISTING BUILDING AREA IS FROM THE RLR SITE PLAN JOB# 13-211.

3. THIS PLAN HAS BEEN PREPARED WITH ONLY LIMITED KNOWLEDGE OF PARKING, LANDSCAPING, ZONING AND/OR STORMWATER REQUIREMENTS.

SITE ANALYSIS

EXISTING KROGER	94,094 S.F.
PROPOSED SHOPS – A	2,800 S.F.
PROPOSED SHOPS – B	2,800 S.F.
PROPOSED SHOPS – C	5,550 S.F.
PROPOSED ATM	20 S.F.
TOTAL PROPOSED BLDG AREA	105,264 S.F.
EX KROGER PARKING-4.67/MSF	439 SPACES
POST RETAIL PKG-3.59/MSF	378 SPACES
TOTAL SPACES LOST	61 SPACES
TOTAL KROGER/SHOPS SITE AREA	18.03± AC

ROBERTSON LOIA ROOF
ARCHITECTS & ENGINEERS
3460 Preston Ridge Road . Suite 275 . Alpharetta, Georgia 30005
770-674-2800 . Fax 678-319-0745

RETAIL @ KROGER GA-619
GRIFFIN PAVILION
GRIFFIN, GEORGIA
FOR
SOUTHEASTERN DEVELOPMENT ASSOCIATES
2743 PERIMETER PARKWAY, BLDG. 100, SUITE 370
AUGUSTA, GA 30909

REVISIONS

SHEET TITLE
PRELIMINARY SITE PLAN

DATE
07-02-19

PROJECT NUMBER
19-237

SHEET NUMBER
CPs-2

Tuesday, July 02, 2019 12:28:11pm (RRoach)
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Login: \\192.168.1.97\Data\N\Projects\19\237\Civil\Drawings\Layout\19237 XREF'd PNG, N:\Projects\19\237\Civil\Drawings\Layout\Aerial.jpg, N:\Projects\19\237\Civil\Drawings\Layout\Boundary.jpg, N:\Projects\19\237\Civil\Drawings\Layout\Topo.jpg, N:\Projects\19\237\Civil\Drawings\Layout\Parcels.jpg, N:\Projects\19\237\Civil\Drawings\Layout\Flowdelivery.PNG, (1 more)

Variance
1524 Highway 16 West
Project No. 23-VAR-05

Applicant: Nate Fuss- Bohler Engineering GA, LLC
Owner: The Kroger Co.



Current Land Use Classification	Commercial
Current Zoning	Planned Commercial Development, PCD
Proposed Variance	Reduction of minimum lot width
Parcel Size	14.18 +/- acres
Map, Block & Lot Number	055 03008
City Commission	August 22, 2023
District Commissioner Member	Truman Tinsley
Citizen Notification	Legal Notice was run in the July 22, 2023 edition of the *Griffin Daily News* for the City Board of Commissioners Public Hearing. Signage was placed on the property illustrating the purpose, date and time of the meeting on July 21, 2023.

Proposal/Site Location:
The applicant, Nate Fuss with Bohler Engineering GA LLC on behalf of Mavis Tire and The Kroger Co. is requesting a variance from Article 7 Section 714D and J which requires a minimum lot width of 100' in the PCD, Planned Commercial Development district. Kroger is proposing to sell a .641-acre +/- tract for the development of new commercial retail service space in the Northeast portion of the parking lot. The location of the building is on the preliminary site plan designed in 2019 for the Kroger store. Mavis Tire will own both the new building and the land. A variance is necessary to reduce the physical requirement of lot width since the new parcel will not front a public street.



Zoning Ordinance Sections applicable to this Application:
The following sections of the Unified Development Code apply to this variance request:

Article 410	Variance
Article 714 D & J	Physical Requirements

Article 410, Variance Standards for Review:

1. **There are extraordinary and exceptional conditions pertaining to the particular piece of property in question because of its size, shape, or topography;**
   There are no extraordinary and exceptional conditions pertaining to this particular piece of property as it relates to 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.**
   The application of the physical requirements of PCD could prevent the sale of the property which will reduce the possibility of future development unless only as a build to lease option. Kroger is proposing to sell only the area needed for development of the new Mavis Tire building.

3. **Such conditions are peculiar to the piece of property involved.**
   Such conditions are peculiar to the piece of property involved as the existing development is a group development/shopping complex. There is limited access to right of way frontage which creates a difficulty in selling small internal developable parcels. The current development has ample parking and space for development.

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.**
   If granted, the variance should not cause substantial detriment to the public good or create a negative impact on the surrounding properties.

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

Planning & Development Department Review:

Planning Staff has reviewed the applicant's request for a variance from Article 7 Sections 714 D & J to allow the reduction of minimum lot width within the PCD zoning district. The proposed new structure will be located within the Kroger shopping complex which has ample parking and space for development. The conditions of this request are unique and peculiar to this location and development.

Planning Staff Recommendation:

Planning & Development staff recommends **CONDITIONAL APPROVAL** of the variance request (23–VAR-05) at 1524 Highway 16 West submitted by Nate Fuss on behalf of Mavis Tire, to reduce the minimum lot width of 100' in the PCD, Planned Commercial Development district to 0' with the following conditions:

a. The new building shall be developed with exterior elevations and building materials which substantially match the adjacent existing Kroger store at 1524 Highway 16 West. Planning & Development staff shall approve the elevations prior to issuance of building permit.
b. Development agreement between Kroger and new owner shall be recorded and copy provided to Planning & Development prior to issuance of building permit.

Submitted by:

Michelle Haynes
Principal Planner
Planning and Development Services

AGENDA ITEM SUMMARY

ITEM SUMMARY:

Receive comments regarding a request for a special use permit for a Personal Care Home in Planned Commercial Development (PCD) for property located at 217 S. 13th Street. *Director of Planning & Development, Chad Jacobs, will address.*

SPECIAL CONSIDERATIONS OR CONCERNS:

The applicant, BRD Griffin Commercial Investments, LLC, is seeking approval of a Special Use Permit for a personal care home at 217 S 13th Street. Bryan Davis, owner, envisions this location as a place where veterans can receive the proper care and stability they need and deserve. A Special Use Permit would allow this type of facility and service. This parcel is in the Planned Commercial Development (PCD) zoning district.

STAFF RECOMMENDATION:

Staff recommends APPROVAL of the Special Use Permit (23-SUP-02) submitted by BRD Griffin Commercial Investments, LLC to allow for a Special Use Permit for a personal care home located at 217 S 13th Street.

FINANCIAL IMPACT:

N/A

Submitted By:
Chad Jacobs

Meeting Date:
22/08/2023

Reviewed By:
Jessica O'Connor

ATTACHMENTS:
Application; 217 S 13th St.pdf
217 S 13th Street SU Staff Report.pdf

PLANNING AND DEVELOPMENT SERVICES DEPARTMENT

APPLICATION FOR SPECIAL USE

Date Received: 7/10/23 Application Number: 23-SUP-02

Applicant: BRD Griffin Commercial Investments LLC Telephone Number: 770-468-2664

E-mail Address: Davis.k.bryan@gmail.com

Address: P.O. Box 2972 Alpharetta, GA 30023

Project Name/Description: Veterans Personal Care Home

Address/Location: 217 S 13th Street - Griffin, GA

Tax Map District 01 Block _____ Lot Number 144

Zoning C3 Parcel(s) Size: 1.16 Acres (acres or square feet)

Applicant is: Property Owner ✓ Engineer: _____ Architect: _____

Realtor: _____ Other: _____

Application fee amount: _____

Paid by: _____ Check (check # _____) _____ Cash

_____ Cashier's Check _____ Other

I attest that this Special Use Application and its attachments meet all applicable requirements of the City of Griffin ordinances and development guidelines, codes, and regulations to the best of my knowledge.

Bryan Davis Date: 7/10/23

Signature of Applicant (or authorized representative)

Griffin

PLANNING AND DEVELOPMENT SERVICES DEPARTMENT
SPECIAL USE QUESTIONNAIRE

Date Submitted: 7/10/23 Application Number: 23-SUP-02

Applicant Name: BRD Griffin Commercial Investments LLC

Address of Property: 217 S 13th Street - Griffin, GA

Tax Map, Block and Lot Number: District 04 Lot 144

Applicable Zoning Ordinance Section: _____

A. The following information must be submitted with the Special Use Application:

1. One (1) copy of a site plan, boundary survey, and Tax Map of the property – No Modifications to the exterior or site, current parking and entrances/exits to be used.

B. Please provide written answers to the following questions to justify a Request for Special Use:

1. What is the Special Use being requested and why is it necessary to the development of the identified property? Personal Care Home - 6 Occupants - 6 Beds/2 Baths
2. Explain the proposed ingress and egress to the property and buildings with reference to vehicular and pedestrian safety, traffic flow and emergency vehicle access; what parking is available and how will it affect adjoining streets? Currently Commercial and already has parking, entrances, & exit.
3. What are the proposed days and hours of operation of the proposed use and will any outdoor lighting be utilized? 7 Days week - 24hrs Day - Personal Care Home
4. For uses involving public access assemblies, such as churches, auditoriums, theatres, meeting halls, restaurants and similar places, explain how the proposed use will meet the required fire, life safety and health code. Monitored fire alarm, sprinkler system, lighted exit signs
5. Detail utilities to the property and provide the names of the providers noting their location and availability (water, sanitary sewer, electric, gas, refuse, etc.) Property is currently served by City of Griffin
6. What screening buffers are being proposed with reference to location, type, dimension, and character? N/A
7. Are there any signs proposed? Please provide their location, lighting method, material type, size and compatibility with the surrounding properties. Current Signage will be removed & No signage added.
8. Explain how the proposed use is compatible with the existing uses in the surrounding neighborhood.
9. Will the proposed use constitute a nuisance or hazard or otherwise adversely affect the public interest because of the number of people attending or using the facility, noise, fumes generated, or type of physical activity? NO.

Current building is on a transition street with residential and commercial in close proximity.

Griffin

PLANNING AND DEVELOPMENT SERVICES DEPARTMENT

OWNER'S AUTHORIZATION

This is to certify that:

BRD Griffin Commercial Investments LLC - Bryan Davis

(Name of Applicant, Property Owner, or other Representative)

The person named above is the Owner or Representative of the Owner holding interest in the property that is the subject of the attached application.

By execution of this form, authorization is given to the person named as "Applicant" below, acting on behalf of the owner, to file for and pursue a request for approval of the following.

____ Rezoning	____ Minor Site Plan
✓ Special Use Request	____ Preliminary Site Plan
____ Variance Request	____ Final Site Plan/ Subdivision Plat

Applicant: Bryan Davis Telephone Number: 770-468-2664

Address: 217 S. 13th Street - Griffin, GA

Signature of Owner Date: 7/10/23

Signature of Representative Date: 7/10/23

Notary Signature and Seal

Commission expiration date:

PAMELA J. RINETTE NOTARY PUBLIC EFFINGHAM COUNTY GEORGIA EXPIRES 01/10/2027

Griffin

PLANNING AND DEVELOPMENT SERVICES DEPARTMENT
CONFLICT OF INTEREST DISCLOSURE

Have you, within the two (2) years immediately preceding the filing of this application, made campaign contributions aggregating $250.00 or more to a member of the Board of Commissioners, a member of the Planning & Zoning Board, or any other government official who will consider this application?

____ Yes X No

If yes, please complete the following section:

Name and Official Position of Government Official:

Please list the Date and Amount of Contribution(s) (List all which aggregate $250.00 or more)

Signature of Applicant Date: 7/10/23

Bryan Davis
Printed Name

Signature of Applicant's Attorney or Representative Date:

Printed Name

217 South 13th Street
Special Use Permit Request
File No. 23-SUP-02

Applicant: BRD Griffin Commercial Investments LLC
Owner: Bryan Davis



Land Use Classification	Commercial
Current Zoning	Planned Commercial Development
Proposed Use	Commercial – Personal Care Home
Parcel Size	.16/- Acres
Tax Map, Block and Lot No.	011 16007
Planning and Zoning Board	Joann Todd District 4
City Commission	David Brock District 4
Citizen Notification	Legal notice was run in the July 29, 2023 edition of the Griffin Daily News for the Planning & Zoning Meeting and for the City Board of Commissioners Public Hearing. A sign was placed on the proposed property illustrating the purpose, date and time of both meetings on July 31, 2023 as well.

Proposal:

The applicant, BRD Griffin Commercial Investments, LLC, is seeking approval of a Special Use Permit for a personal care home at 217 S 13th Street. Bryan Davis, owner, envisions this location as a place where veterans can receive the proper care and stability they need and deserve. A Special Use Permit would allow this type of facility and service. This parcel is in the Planned Commercial Development (PCD) zoning district.



Zoning Ordinance Sections applicable to this Application:

The following sections of the City of Griffin Unified Development Code (UDC) apply to the Special Use permit request:

Article 406	Special Use Permit Provision
Article 408	Public Hearing
Article 503 E	Personal Care Home
Article 714	Planned Commercial Development

Article 406 Special Uses:

ALL PROPOSED SPECIAL USES FOR PROPERTY SHALL BE EVALUATED IN LIGHT OF THE FOLLOWING STANDARDS:

1. IT MUST NOT BE DETRIMENTAL TO THE USE OR DEVELOPMENT OF THE ADJACENT PROPERTIES, OR TO THE GENERAL NEIGHBORHOOD SO AS TO ADVERSELY AFFECT THE HEALTH, SAFETY OR GENERAL WELFARE OF CITIZENS;

   FINDINGS: Upon review and evaluation of the applicant's request, Planning Staff cannot find any detrimental impacts on the 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;

   FINDINGS: The structure, which is 2108 square feet, will consist of six (6) bedrooms and two (2) bathrooms. There will be six (6) residents and each resident will have a private room. Per Article 503 E, each personal care home, group home for disabled persons, and boarding home shall be subject to the following requirements:

   (1) Minimum House Size:

   (a) For no more than four (4) residents: one thousand five hundred (1,500) heated square feet;

   (b) For no more than six (6) residents: two thousand (2,000) heated square feet;

   (c) For no more than eight (8) residents: two thousand five hundred (2,500) heated square feet;

   (d) "Resident" as used within this sub-section shall be interpreted to include client(s) receiving personal services, caregiver(s), and any other adult or child domiciled in the dwelling.

   (2) No more than two (2) residents occupying a single bedroom;

   (3) Compliance with the requirements of the Americans with Disabilities Act, 42 U.S.C. § 126 et seq.;

   (4) Compliance with the requirements of any and all State regulations and licensing requirements governing the operation of the facility, including but not limited to regulations of the Department of Community Health, the Department of Behavioral Health and Developmental Disabilities, and/or the Department of Human Services, as applicable;

   (a) Copies of State licenses or other documentation required for lawful operation of the facility must be provided to the City of Griffin.

(5) Receipt of a certificate of inspection and approval by the fire marshal and building inspector demonstrating compliance with applicable minimum life safety and building codes;

(6) Issuance of an occupational tax certificate for the facility from the City of Griffin

The size of the building and the number of residents are in compliance with Article 503 E.1.b. The home will be staffed 24/7 although none of the staff will live at the location. The owner plans to add a monitored fire alarm, sprinkler system, and lighted exits per life safety, fire and building codes. There are adequate parking spaces for staff and residents. Granting the Special Use Permit request will not adversely affect the existing properties or uses.

3. GENERAL COMPATIBILITY OF THE PROPOSED SPECIAL USE WITH ADJACENT PROPERTIES AND OTHER LAND USES IN THE GENERAL AREA.

   FINDINGS: The applicant's proposed use as a personal care home is compatible with the adjacent properties and land uses within the area. The subject property is located on a local street in between W. Poplar St and W. Taylor St. Staff considers this area a residential/commercial transitional corridor. The area has predominately commercial uses; however, there are addresses in this area of town which are in the PCD zoning district but have residential uses. The residential uses are either legal non-conforming or have been granted through the approval of a special use.

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.

   FINDINGS: 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.

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 PROPSED 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.

FINDINGS: The proposed use will not have a harmful effect, negative impact, or cause damage to the neighboring properties or the city in general. There is proper ingress and egress at this location and the use should not affect traffic flow. All parking is off-street and there is no proposed signage. Emergency vehicles will have easy access to the location and building should the residents require emergency services.

6. THE APPLICANT MUST MEET ALL SPECIFIC REQUIREMENTS ESTABLISHED IN THIS ORDINANCE FOR THE PARTICULARIZED SPECIAL USE REQUESTED, INCLUDING DESIGN TREATMENTS REQUIRED BY ARTICLE 5 AND 6.

   FINDINGS: The request for a Special Use Permit to allow a personal care home is compliant with all of the Special Use Permit provisions under the City of Griffin Unified Development Code.

Planning Staff's Comments:

The applicant, BRD Griffin Commercial Investments, LLC, is seeking approval of a Special Use Permit for a personal care home at 217 S 13th Street. Bryan Davis, owner, envisions this location as a place where veterans can receive the proper care and stability they need and deserve. A Special Use Permit would allow this type of facility and service. This parcel is in the Planned Commercial Development (PCD) zoning district.

Planning Staff's Recommendation:

Staff recommends **APPROVAL** of the Special Use Permit (23-SUP-02) submitted by BRD Griffin Commercial Investments, LLC to allow for a Special Use Permit for a personal care home located at 217 S 13th Street.

Submitted by:
Michelle Haynes
Principal Planner
Planning and Development Services

AGENDA ITEM SUMMARY

ITEM SUMMARY:

Consider the purchase of two 750 KV 3-phase padmount transformers in the amount of $73,860 from Gresco Utility Supply Inc., sole source. *Electric Director, Jennifer Freeman, will address.*

SPECIAL CONSIDERATIONS OR CONCERNS:

The purchase will allow Griffin Power to have two transformers of this size available on the yard. The lead time for this size transformer is two years.

STAFF RECOMMENDATION:

Staff recommends approval.

FINANCIAL IMPACT:

2- 750 KV 3 phase padmount transformers 277/480v @ $36,930 a piece
Total $ 73,860 budgeted in FY24 budget

Submitted By:
Jennifer Freeman

Meeting Date:
22/08/2023

Reviewed By:
Jessica O'Connor

ATTACHMENTS:
PO Gresco Utility Supply- 750 KV 3Phase Transformers-BOC 8-22-23.pdf
Quote- Gresco Utility Supply- 750 KV 3Phase Transformers-BOC 8-22-23.pdf
Sole Source- Gresco Utility Supply- 750 KV 3Phase Transformers-BOC 8-22-23.pdf

Griffin
Growing TOGETHER

City of Griffin, Georgia SH 8/14/23
100 S Hill Street
P O Box T
Griffin, Georgia 30224
(770) 229-6401

DATE: 8/8/23

FY24 Purchase Order No.

Bid/Quote No. 10218345-00

Vendor No. 1551

Vendor Name & Address
Gresco Utility Supply Inc.
1135 Rumble Rd.
Forsyth, GA 31029

ecombs@gresco.com
Ph: 800-329-3421 Fax: 800-299-4324

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 Line Construction
1010 N. Hill Street
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
750 KV 3 Phase Pad Mt Transformers	510 - 0000 - 11 - 3603 - 0000	2	EA	36,930.000	73,860.00
277/480v	- - - -				
Our P/N 23-006	- - - -				
	- - - -				
	- - - -				
	- - - -				
	- - - -				
	- - - -				
	- - - -				
	- - - -				
	- - - -				
	- - - -				
	- - - -				
CAPITAL PROJECT #:	- - - -	*enter debit/credit amounts in*			
(DISTRIBUTION & $$)	- - - -	*the extended totals column*			

COMMENTS: Sole Source Sheet Attached **Totals: $** 73,860.00

**********This price is subject to change Due to it being a 2 year delivery date**********

FY24 Purchase Order

COG USE ONLY

PRICING METHOD:

	Verbal / Phone
X	Email/Mail/Fax
	Bid / RFP #

Copy emailed to Supplier
Supplier Notified

COG USE ONLY ABC 8/14/23

Dept / Requestor / Date

Purchasing / Date Deborah M Gilbert 8/15/2023

Department Mgr / Date

Finance Director / Date

City Manager / Date

BOARD / Date

GRESCO

Quote

Entered Date	Taken By	Customer #	Order #
8/7/23	lzec	1595	10218345-00
		PO #	Page #
		rfq	1

Bill To	Ship To	Remit To
CITY OF GRIFFIN ELECTRIC DEPT PO BOX T GRIFFIN, GA 30224-0046	City of Griffin LINE CONSTRUCTION DIV. 1010 N HILL ST GRIFFIN, GA 30223-1930	GRESCO PO BOX 932918 ATLANTA, GA 31193-2918

Instructions

Ship Point	Via	Shipped	Terms	SlsRepIn/Out
Gresco-Forsyth, GA	Gresco Truck		Net 30 Days	lzec / ecom

Notes

Line	Product and Description	Order Quantity	Qty UM	Unit Price	Price UM	Amount(Net)
1	0750KVA3PDV480-E TX3PH DV 480/277 0750KVA 750KVA ERMCO LATE 2025-2026 LEAD TIME PRICE TO BE ADJUSTED AT TIME OF SHIPMENT XXXXXXXXXXXXXXXXXXXXXXXXXXXXXXXXXXXX	2.00	EA	36,930.00	EA	73,860.00

1 Lines Total	Total Order Quantity 2.00	Subtotal		73,860.00
		Taxes		0.00
		Total		73,860.00

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

Detail the research that has been done to qualify this for selected method of procurement:

Gresco is the onle provider to carry Ermco

Supplier/Source Name/Address:

Gresco Supply Co 1135 Rumble Rd, Forsyth Ga

Supplier/Source Contact: **Phone:** **800-329-3421**

Eddie Combs

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?

Ermco is the only 3 Phase Transformers that meet the specs for Griffin Power

Is this a 1-time procurement? Estimated expenditure- one-time 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.

See Notes Above

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:	8/8/2023	Requestor:	Rusty Spear		
Department:	Electric	Dept Acctng Code:	510-0000-11-3606-0000	Phone:	770-229-6405x4(

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 the DataVoice Outage Management System (OMS) maintenance contract in the amount of $62,926.56 for the initial term and $72,706.87 annually for 5 years from DataVoice, sole source. *Chief Technology Officer, Gibb Cotton will address*.

SPECIAL CONSIDERATIONS OR CONCERNS:

The Outage Management System provides real time data to Systems Operations and customers on current and planned electric outages along with critical notifications to customers. Through the maintenance contract, DataVoice will support the system with critical updates and security patches to the core system, the IVR (interactive voice response), Linemen App, texting, customer facing app and the real-time manager app.

STAFF RECOMMENDATION:

Staff recommends approval.

FINANCIAL IMPACT:

The FY24 budget includes the required $62,926.56 for maintenance.

Submitted By:
Gibb Cotton

Meeting Date:
22/08/2023

Reviewed By:
Jessica O'Connor

ATTACHMENTS:
Griffin-DataVoice Comprehensive Agreement - DV Signed 8.15.23.pdf
FY24 Sole Source.pdf

1. MAINTENANCE AGREEMENT

DataVoice and the City of Griffin, GA agree to the following in terms of maintenance for existing modules for an Initial Term of August 23, 2023 to August 22, 2024. Thereafter, this Agreement shall automatically renew for four (4) consecutive 12-month renewal terms, for a maximum possible contract life of five (5) years, unless either party provides a Notice of Non-Renewal at least sixty (60) days before the end of the then current term. Any additional items added in the agreed upon time frame will be at the stated price in the quote for one year with additional payments added to term of agreement.

2. PAYMENT AND TERMS

In consideration for the software provided and services delivered by DataVoice, Customer agrees to pay DataVoice the following annual fee for the Initial Term and the following four (4) optional Renewal Terms of this Agreement, unless earlier terminated pursuant to this Agreement:

Item No	Description	2023	2024-2028 Per annum
MAINT-OMS	OMS Daily Backup system:	2,675.00	3,196.80
MAINT-OMS	OMS - Outage Management System:	25,459.44	30,425.65
MAINT -IVR	IVR - Interactive Voice Response System:	13,755.97	16,439.26
MAINT -IVR	IVR Overflow System:	2,568.00	3,068.92
SAAS	Customer Facing WAPP - Electric:	3,210.00	3402.6
SAAS	Real-time Manager App:	2,889.00	3062.34
SUBSCRIPTION	Lineman app:	2,247.00	2381.82
SUBSCRIPTION	Amazon Polly TTS:	2,568.00	2722.08
SUBSCRIPTION	Continuous Auto Enrollment- Texting:	2,568.00	2722.08
SUBSCRIPTION	Lineman App 12 Licenses:	2,311.20	2449.872
SUBSCRIPTION-LIC	Outage Replay on backup:	2,674.95	2835.447
	2023 Payment due for Initial Term	**62,926.56**	
	Annual Payment due for each Renewal Term		**72,706.87**

3.LICENSE FEES FOR APPS

a. License Fee Rates: DataVoice will invoice the City of Griffin the following amount 60 days before amount is due.
b. Auto-Renewal: At the end of the Initial Term, the services will automatically renew for four (4) consecutive twelve month terms, for a maximum contract life of five (5) years. If a party does not want the License to renew after 5 years, they must provide the other party written notice to this effect at least 60 days prior to the end of the current 5 year term.
c. Prices are for quoted products and services only. Pricing for future and additional purchased products or pursuant to any Cooperative Purchasing Agreement will be at Harris then-current pricing and not based upon pricing in this Agreement.

4.CONDITIONS

All software and services provided within the scope of this document have been priced accordingly and listed above. Any additional system requirements, software modules, software changes or configuration changes deemed necessary by the utility will be performed under a separate 'Change

Order'. Any such changes may affect the annual maintenance. It is specifically understood by the parties that this Agreement, once negotiated, can and will serve as a Cooperative Purchasing Agreement pursuant to which affiliated entities may purchase products and services from DataVoice.

5.DELIVERY METHOD

Software will be delivered electronically.

6.ACCEPTANCE TESTING

DataVoice will:

- Electronically deliver the software on server.
- Setup, configure and test the system.
- Provide Management a system presentation and issue a Certificate of Installation.
- Customer will be allowed 10 business days for System Testing and to report of any issues to DataVoice in writing, or the Certificate of Installation will be deemed accepted.
- Should an event occur that inhibits the Customer from performing System Testing during this time period, the Customer may submit a written request for an extension. Reasonable extension requests by the customer will be approved.
- DataVoice will correct valid issues identified by Customer, then allow customer 5 business days to verify corrections.
- The above process will repeat until all issues are resolved or the 5 day period has expired.
- DataVoice will then issue a Certificate of Completion and the final invoice.

7.CONDITIONS FOR MAINTENANCE - ACCESS

Customer shall make available a standard office environment on Customer's premises for on-site maintenance of the covered equipment, if required. The Customer must ensure the premises shall not be exposed to excessive heat or cold. Customer shall also permit or arrange for access to the premises for DataVoice International, Inc.'s ('DataVoice') installation and maintenance personnel and shall provide a suitable protected area for storage of the Equipment pending its installation. Customer shall supply all supplemental equipment required for the installation and maintenance such as, without limitation, conduits, commercial power, wiring, dedicated equipment room, A/C outlets, phone lines as described and requested, and appropriate access to same. If upon arrival to site, DataVoice is not ableto start work due to lack of access or preparation on the part of the Customer, work stoppage time is billable. Customer service calls will be considered authorization to access and make system modifications in order to address the issue identified. Final testing, approval, and confirmation that any system changes are functioning properly will be the Customer's responsibility. Otherwise, DataVoice will not make system changes without customer notification and co-ordination of such activities.

8.RESPONSIBILITIES OF DATAVOICE INTERNATIONAL, INC

During the term of this agreement, DataVoice take commercially reasonable measures to:

d. Under normal conditions, keep the DataVoice Software and covered hardware (if applicable)in good operating condition and shall provide maintenance when the covered hardware is inoperative and/or software fixes in a timely fashion.
e. Software fixes will be provided in a timely fashion.
f. Provide remote maintenance software for DataVoice System.
g. Provide software for 24 hour system monitoring to detect software and hardware issues and identify when systems are unable to connect with third party applications.
h. Install, maintain and upgrade all third party software applications such as PostGreSQL, Post GIS, Apache2, PHP, etc.
i. Provide emergency technical support 24 hours a day.
j. Install, configure and upgrade DataVoice supplied system software when patches

orupgrades are available.

k. Provide full system backup prior to any upgrade
l. Provide release notes with new upgrade.
m. PCI Compliance Requirements: DataVoice's PCI compliance is limited to the communication between the caller and the credit card provider once the call has been transferred to the PCI IVR. If the call or any data is still resident on the utility's network, it is the responsibility of the utility to maintain the compliance for any hardware that is involved.

9.RESPONSIBILITIES OF CUSTOMER

At all times during the term of this agreement, Customer shall:

n. **Customer will designate a project manager responsible for keeping the project on schedule and ensuring delivery of requirements as specified.**
o. Customer will maintain the room in which the DataVoice System is located in a clean andappropriate fashion which includes adequate air conditioning and lighting and adequate power outlets.
p. Customer will not permit its agents, employees or third parties to attempt any repairs, maintenance, additions, deletions or any changes whatsoever unless instructed by a DataVoice technician on the repairs, while the equipment is covered by this Agreement unless a waiver is executed by both parties. Any such prohibited actions by Customer shall render any warranty obligations owed to Customer null and void. Once Customer has completed the DataVoice training, Customer reserves the right to make reasonable minor repairs or changes that may be necessary to keep the system operable as long as they do not alter any of DataVoice's software or proprietary data. This includes, but is not limited to,Customer's right to change voice recordings, minor system menu flow, and adding new users. Any other changes to the system shall be made by DataVoice or only upon DataVoice's express written permission.
q. Provide an Internet connection to each DataVoice System for remote maintenance software.Customer shall keep this connection activated at all times.
r. Customer will provide DataVoice with an up-to-date listing of all telephone lines, extensionnumbers connected to the DataVoice System.
s. Customer is responsible for all backups of programs and operating system.
t. Customer responsible for monitoring the health of the PC (including but not limited to the monitoring of disk space, memory utilization, etc.)
u. Customer will designate a responsible individual and one alternate as the Customer contact for service coordination.
v. Customer will not couple this equipment to any apparatus not approved by DataVoice without prior notification to DataVoice.
w. Customer will provide clean, stable uninterrupted AC Power.
x. Customer will be responsible for notifying DataVoice of any password changes, upgrades, orIP address changes to any third party systems (if needed).
y. DataVoice requires that the Customer provide a UPS system for the equipment.
z. Customer will be responsible for running and maintaining anti-virus and anti-spyware software on any PC running DataVoice software. DataVoice does not permit real time scanning on any servers hosting DataVoice software.
aa. Customer will not disclose any confidential information provided by DataVoice unless agreedupon by both parties or as requited by Georgia open records law. This includes, but is not limited to, DataVoice training guidance, software, hardware, and any other data or information provided by DataVoice during a demonstration of services to Customer and/or during the term of this agreement. This provision shall survive the expiration or termination of this agreement.

bb. Customer will not install any software within the DataVoice environment without prior DataVoice approval.
cc. Customer understands and acknowledges that failure to maintain up-to-date systems in reasonable compliance with DataVoice IT specifications may result in additional support andother charges on a time and material basis.

9.1 SECURITY RESPONSIBILITIES OF CUSTOMER

Customer agrees to comply:

a. **Passwords.** Customer agrees to comply with all DataVoice's reasonable and necessary security policies and procedures as provided to it and amended from time to time. Customer and its Users shall be responsible for keeping any and all passwords, user ID's, log- in credentials and private keys assigned to its Users secret and confidential. UserID's, passwords, login-in credentials and private keys are for Customer's internal use only and Customer may not sell, transfer or sub-license them to any other entity or person except that Customer may disclose its private key to its agents performing work on its behalf. Customer agrees that it is and shall remainsolely and completely liable for any communications or other uses that are madeusing Customer's or its Users' passwords and user ID's or log-in credentials and private keys, as well as any obligation that may result from such use. Customer agrees to notify DataVoice in writing if it believes that a password has been stolen or might otherwise be misused. Customer agrees to notify DataVoiceimmediately of any unauthorized use of any password or user ID or any other breach of security suspected by Customer.
b. **Compliance with Laws.** Customer represents and warrants to DataVoice that it and its Users will at all times be in compliance with all applicable local, state, provincial, federal and international laws, rules and regulations including but not limited to, those laws regarding restrictions on exports, defamation, libel, harm to reputation, invasion of privacy, misuse or failure to protect personal information, violation of secrecy, confidentiality, unfair competition and other situations which could generate liability
c. **Data Security.** Customer and DataVoice will use commercially reasonable efforts in cooperation to ensure that (1) Customer's computer systems are secure and protected from unwanted interference (such as "hackers" and viruses), (ii) all transmissions are screened for viruses or other harmful code prior to transmission to DataVoice's servers; and (iii) Data is encrypted. Some content or data may be subject to governmental regulations or may require security measures beyond those specified by DataVoice. Customer will not input or provide such content or Data unless DataVoice has first agreed in writing to implement additional required security measures.
d. **DATAVOICE AND ITS SERVICE.** DATAVOICE DOES NOT GUARANTEE THE PRIVACY, SECURITY, AUTHENTICITY, AND NON-CORRUPTION OF ANY INFORMATION TRANSMITTED OR STORED IN ANY SYSTEM CONNECTED TO THE INTERNET. DATAVOICE AND ITS SERVICE PROVIDER SHALL NOT BE RESPONSIBLE FOR ANY ADVERSE CONSEQUENCES WHATSOEVER OF CUSTOMER'S OR ITS USERS' CONNECTION TO OR USE OF THE INTERNET, AND PROVIDER SHALL NOT BE RESPONSIBLE FOR ANY USE BY CUSTOMER OR ANY USER OF CUSTOMER'S INTERNET CONNECTION IN VIOLATION OF ANY LAW, RULE OR REGULATION. FURTHER, CUSTOMER DISCLAIMS ALL LIABILITY AND INDEMNIFICATION OBLIGATIONS FOR ANY HARM OR DAMAGES CAUSED BY ANY THIRD PARTY SERVICE PROVIDER TO THE EXTENT ALLOWED BY LAW.

10.RESTRICTIONS ON USE

Customer agrees to:

dd. Customer may not give away, rent, lease or otherwise sell, re-sell, sub-license, distribute or transfer the rights granted under this Agreement except as expressly permitted by this Agreement without the prior written consent of DataVoice.

ee. Customer will not reverse engineer, de-compile, translate or otherwise attempt to derive, or permit or help others to derive the source code relating to all or any part of the DataVoice's Software or Services or any other software included, or attempt to otherwise convert or alter the Software into human readable code, except to the extent applicable law expressly prohibits the foregoing restriction.

ff. Customer may not modify, translate, adapt, alter, or create derivative works of the Documentation or DataVoice Content; however, Customer may duplicate Documentation and content, at no additional charge, for Customer's internal use so long as all required proprietary markings are retained on all duplicated copies.

gg. No third party, other than duly authorized agents or employees of Customer authorized herein, shall have access to or use of the Software.

hh. Customer shall not copy, frame or mirror any part or content of the DataVoiceSoftware and services, other than copying or framing on Customer's own intranets or otherwise for Customer's own internal business purposes.

ii. Customer shall not access DataVoice Software or services in order to (i) build a competitive product or service; (ii) copy any features, functionality or graphics of the Software; or (iii) knowingly allow access to any competitor of DataVoice.

11. OBSOLESCENCE

DataVoice will not be held responsible for obsolete operating system software or hardware provided by the Customer.Customer will be given the opportunity to replace such software or hardware. Customer is covered under a warranty agreement. DataVoice will not be responsible for thereplacement cost of obsolete operating system software or covered hardware or any damage or delays arising therefrom.

12. WARRANTY

DataVoice warrants the covered hardware against defective parts and workmanship for the date period determined on warranty options selection page. Upon notification of a defect, DataVoice shall have the option to repair or replace the defective part of the hardware (if covered), and such repair or replacement shall be Customer's sole and exclusive remedy. All replaced parts will become the property of DataVoice. All warranty parts shall be FOB Customer.

Services Occasioned By Other Than Normal Wear and Tear: DataVoice will provide services, including labor, and software at the Company's then prevailing rates when service is occasioned by other than normal wear and tear. Such occasions include, but are not limited to catastrophic occurrences, destruction of equipment to a degree rendering it non-usable, fault or negligence of Customer, its agents, employees, assignees, Customers, or lessees; or by occurrences external to the equipment such as, but limited to: war, fire, acts of God, power voltage fluctuation, power failure, air-conditioning failure, lightning damage, or overloading of equipment beyond the capacities recommended by DataVoice at the time of installation.

12.1 WARRANTY DISCLAIMER

i. EXCEPT AS EXPRESSLY PROVIDED HEREIN, TO THE GREATEST EXTENT PERMITTED BY LAW, THE LICENSE, THE SOFTWARE, AND ANY OTHER PRODUCTS OR SERVICES PROVIDED UNDER THIS AGREEMENT ARE PROVIDED TO CUSTOMER “AS IS” AND THERE ARE NO OTHER WARRANTIES, REPRESENTATIONS OR CONDITIONS, EXPRESSED OR IMPLIED, WRITTEN OR ORAL, ARISING BY STATUTE, OPERATION OF LAW, COURSE OF DEALING, USAGE OF TRADE OR OTHERWISE, REGARDING THEM OR ANY OTHER PRODUCT, SERVICE OR MATERIAL PROVIDED HEREUNDER OR IN CONNECTION HEREWITH.
ii. DataVoice, ITS LICENSORS AND SUPPLIERS DISCLAIM ANY IMPLIED WARRANTIES OR CONDITIONS REGARDING THE SOFTWARE, THE SERVICES AND ANY OTHER PRODUCTS, SERVICES AND MATERIALS PROVIDED HEREUNDER OR IN CONNECTION HEREWITH, INCLUDING, BUT NOT LIMITED TO, WARRANTIES OF MERCHANTABLE QUALITY, MERCHANTABILITY, SATISFACTORY QUALITY, DURABILITY, FITNESS FOR A PARTICULAR PURPOSE, QUIET ENJOYMENT, TITLE OR NON-INFRINGEMENT. DataVoice DOES NOT REPRESENT OR WARRANT THAT THE SERVICES OR THE SOFTWARE SHALL OPERATE ERROR FREE OR UNINTERRUPTED, FREE OF HARMFUL COMPONENTS, SHALL MEET ANY OR ALL OF CUSTOMER’S PARTICULAR REQUIREMENTS, THAT ALL ERRORS OR DEFECTS IN THE HOSTING SERVICES OR SOFTWARE CAN BE FOUND OR CORRECTED AND THAT ANY DATA WILL BE SECURE OR NOT OTHERWISE LOST OR ALTERED.
iii. WITHOUT LIMITING THE FOREGOING, PROVIDER DOES NOT MAKE ANY REPRESENTATIONS OR WARRANTIES WHATSOEVER WITH REGARD TO PRODUCTS OR SERVICES FROM THIRD PARTIES (INCLUDING WITHOUT LIMITATION THE THIRD PARTY COMPONENTS, THE HARDWARE, THE OPERATION OF THE INTERNET, NETWORK OR OTHER COMMUNICATION SERVICES) AND ASSUMES NO RESPONSIBILITY OR LIABILITY WITH RESPECT TO THE FOREGOING OR THE APPROPRIATENESS OF YOUR DATA MANAGEMENT SYSTEM OR THE ACCURACY OF DATA CONTAINED IN SUCH SYSTEM.
iv. NO AGREEMENTS VARYING OR EXTENDING ANY EXPRESS WARRANTIES SET FORTH IN THIS AGREEMENT SHALL BE BINDING ON EITHER PARTY UNLESS IN WRITING AND SIGNED BY AN AUTHORIZED SIGNING OFFICER OF PROVIDER.

13. DEFAULT AND DELAY

If either Party breaches any provision of this Agreement, including, without limitation, its payment obligation, or duties hereunder, such Party shall be in default hereunder. In the event of Customer's default, all unpaid amounts shall, at DataVoice's option, become immediately due and payable, and DataVoice shall have all the rights and remedies of a secured party under the Uniform Commercial Code, and any other applicable laws Additionally, once the initial project schedule is delivered, it is anticipated that the project to be completed within that agreed-upon timeframe. Any additional delay not solely attributable to DataVoice will entitle DataVoice to issue a change order for project management fees to extend the project beyond its original scheduled delivery.

14. UNCONTROLLABLE CIRCUMSTANCE

If the performance of any part of this contract by DataVoice is prevented, hindered, delayed, or otherwise made impractical by reason of any flood, hurricane, riot, fire, strike, explosion, war, or any other cause beyond the control of DataVoice, DataVoice shall be excused from such performance to the extent that it is prevented, hindered, or delayed by such causes. Upon the occurrence of any such events, DataVoice shall use its reasonable efforts to notify Customer of the nature and extent of any such conditions. It is also understood that all delivery, installation, and maintenance dates are approximate, and DataVoice shall under nocircumstances be liable for damages – direct, special, consequential, or otherwise - resulting from delays in delivery, installation, cut over, or maintenance.

15. LIMITATIONS OF LIABILITY

The Customer, the City of Griffin, GA and the Provider, DataVoice, recognizes that circumstances may arise entitling the Customer to damages for breach or other fault on the part of the DataVoice arising from this Agreement. The parties agree that in all such circumstances the Customer's remedies and the DataVoice's liabilities will be limited as set forth below and that these provisions will survive notwithstanding the termination or other discharge of the obligationsof the parties under this Agreement.

i. **EXCEPT FOR DAMAGES ARISING OUT OF THE DataVoice's INTENTIONAL MISREPRESENTATION, GROSS NEGLIGENCE OR WILLFUL MISCONDUCT, BOTH PARTIES AGREE THAT THE DataVoice's LIABILITY (UNDER BREACH OF CONTRACT, NEGLIGENCE, STRICT LIABILITY OR OTHERWISE), IF ANY, FOR ANY DAMAGES RELATING TO THIS AGREEMENT SHALL NOT EXCEED THE FEES PAID TO PROVIDER BY CUSTOMER TO DataVoice DURING THE LAST TWELVE MONTHS OF THE THEN CURRENT TERM OF THIS AGREEMENT.**
ii. **IN ADDITION TO THE FOREGOING NEITHER PARTY SHALL BE LIABLE FOR CONSEQUENTIAL, INCIDENTAL, INDIRECT, SPECIAL OR OTHER DAMAGES OF ANY KIND, INCLUDING BUT NOT LIMITED LOST REVENUE OR LOSS OF PROFITS, EVEN IF SUCH OTHER PARTY HAS BEEN ADVISED OF THE LIKELIHOOD OF THE OCCURRENCE OF SUCH DAMAGES AND NOTWITHSTANDING ANY FAILURE OF ESSENTIAL PURPOSE OF ANY LIMITED REMEDY.**
iii. **CLAUSES (i) AND (ii) SHALL APPLY IN RESPECT OF ANY CLAIM, DEMAND OR ACTION BY A PARTY IRRESPECTIVE OF THE NATURE OF THE CAUSE OF ACTION UNDERLYING SUCH CLAIM, DEMAND OR ACTION, INCLUDING, BUT NOT LIMITED TO, BREACH OF CONTRACT OR TORT.**

16. FORCE MAJEURE

Performance by either party of any obligation required of it hereunder will be excused if prevented by Acts of God, or public enemy, lightning strike, commercial power outage, war, riot, embargo, fire, explosion, sabotage, flood, accident; or without limiting the foregoing, any circumstances of like or different character beyond its reasonable control; or interruption of, or delay in transportation, shortage of failure of supply of raw materials or finished merchandise; labor trouble from whatever cause arising or compliance with an order, direction or request from any government officer, department or agency.

17. MEDIATION

Except for termination by DataVoice for non-payment of fees due under this Agreement, the parties agree to submit any claim, controversy or dispute arising out of or relating to this Agreement or the relationship created by this Agreement to non-binding mediation before bringing a claim, controversy or dispute in a court or before any other tribunal. The mediation is to be conducted by either an individual mediator or a mediator appointed by mediation services mutually agreeable to the parties. The mediation shall take place at a time and location which is also mutually agreeable; provided; however, in no event shall the mediation occur later than ninety (90) days after either party notifies the other of its desire to have a dispute be placed before a mediator. Such mediator shall be knowledgeable in software system agreements. The costs and expenses of mediation, including compensation and expenses of the mediator (and except for the attorneys' fees incurred by either party), is to be shared by the parties equally. If the parties are unable to resolve the claim, controversy or dispute within ninety (90) days after the date either party provides the other notice of mediation, then either party may bring and initiate a legal proceeding to resolve the claim, controversy or dispute unless the time period is extended by a written agreement of the parties.

18. SEVERABILITY

In the event of invalidity of any portion of this Agreement, the parties agree that such invalidity shall not affect the validity of the remaining portions of this Agreement, and DataVoice and Customer agrees to substitute for the invalid provision, a valid provision which must closely approximate the economic effect and intent of the invalid provision.

19. ASSIGNMENT

This Agreement may not be assigned by Customer without DataVoice's prior written consent. DataVoice and Customer hereby agree that there are no intended or incidental third party beneficiaries to this agreement. Customer shall provide 30 days written notice prior to Customer's dissolution, merger, or transfer in ownership.

20. ENTIRE AGREEMENT AND CHOICE OF LAW

This Agreement represents the entire agreement between DataVoice and Customer and supersedes any prior agreement negotiations between the parties. Both parties acknowledge they are not relying on any statements or representations (including pre-contractual presentations and product demonstrations) made during the contractual negotiations other than those expressly set out in this document, and therefore they effectively waive their rights to rely subsequently on anything said before the formation of this contract. This Agreement shall be governed by and construed in accordance with the laws of the State of Georgia. Venue for any disputes hereunder or related in any way to thesubject matter of this agreement shall be a federal or state court or arbitration tribunal of competent jurisdiction in Spalding County, Georgia.

21. NO WAIVER

No modification of this Agreement shall be effective unless made in writing and signed by duly authorized representatives of the parties. None of the provisions herein shall be deemed waived because of previous failure to insist upon strict performance thereof. DataVoice and Customer each represent that they have the power and authority to enter into this Agreement and that this agreement constitutes a valid and binding obligation of each party.

ACCEPTANCE OF AGREEMENT
Customer warrants and represents that the price and conditions are satisfactory and are hereby accepted through Customer's authorized signature below.

Customer's authorized signature below is authorization for DataVoice International, Inc. to perform under the conditions contained herein and expressly made a part of this agreement. This Agreement may be executed in counterparts.

Customer Signature:

CITY OF GRIFFIN, GA

By:_____
Douglas S. Hollberg, Mayor

Attest:_____
Jessica W. O'Connor, Secretary

(SEAL)

Approved as to form:

By: Andrew J. Whalen, III
Andrew J. Whalen, III
City Attorney

DataVoice International

By: Denna Sandoval

Printed Name: Denna Sandoval

Title: Vice President

Date: 8/15/23

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	OMS Maintenance

Detail the research that has been done to qualify this for selected method of procurement:

Supplier/Source Name/Address:	**DataVoice**		
Supplier/Source Contact:	**Kelli Froman**	**Phone:**	**972-390-8808**

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?

Maintain the outage management system software

Is this a 1-time procurement? Estimated expenditure- one-time _____ OR - annual spend $72,707

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.

DataVoice owns proprietary code for the software.

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:	8/16/2023	Requestor:	gcotton		
Department:	ITC	Dept Accting Code:	1535	Phone:	x475

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 an Authorization Agreement for the 2024 Annual Subscription between MEAG Power and the City of Griffin to sell excess capacity. *Electric Director, Jennifer Freeman, will address.*

SPECIAL CONSIDERATIONS OR CONCERNS:

Griffin has excess capacity for 2024. This annual election form is completed each year to nominate our excess capacity for supplemental power and reserves to sell to other participants who are short on capacity.

STAFF RECOMMENDATION:

Staff recommends approval.

FINANCIAL IMPACT:

Reserve Price $16.94 kW-Yr
Capacity Price $19.68 kW-Yr

Submitted By:
Jennifer Freeman

Meeting Date:
22/08/2023

Reviewed By:
Jessica O'Connor

ATTACHMENTS:
Authorization Agreement MEAG Year 2024 Annual Subscription -BOC 8-22-23.pdf
Supplemental Letter.pdf
Projected Product Prices.pdf
2024 - 2033 Griffin Supplemental Needs.pdf

AUTHORIZATION AGREEMENT
Year 2024 Annual Subscription
Under Supplemental Power Supply Policy
between
Municipal Electric Authority of Georgia
and
City of Griffin
(Participant)

In accordance with the MEAG Supplemental Power Supply Policy, the Undersigned Participant hereby elects to: (all Participants must elect one option and return)

(i)_____(Opt-out) Acquire the necessary resources for its Supplemental Power Supply Requirements itself;

(ii)_____(Annual Self Supply) acquires the necessary resources for its Supplemental Power Supply Requirements for the Power Supply year itself through an Inter-Participant Transfer (IPT) Agreement [or off system purchase power contract];

(iii)_____(Subscription) Subscribe to one or more of the power supply alternatives identified in the attached Nomination Form in specific amounts;

(iv)_____(Agent) Designate MEAG as its agent to nominate and acquire any combination of resources to optimize their Supplemental Power Supply Requirements. Please specify agency limitations if any, _____;

or

(v) X Nominate my excess capacity for supplemental at $19.68/kW-Yr plus the hourly energy market price or for reserves at $16.94/kW-Yr at DP. Supplemental will be allocated first, then any remaining amounts will be allocated to reserves. Please specify amount and limitations if any, _____.

By executing this Authorization Agreement, Participant understands that MEAG will aggregate all MEAG Participant nominations and attempt to contract for the total amount of Participant supplemental power supply requirements nominated under this Annual Subscription. Participant also understands that MEAG will purchase the capacity necessary to ensure that system planning reserve requirements are met and assign this capacity for one or more years to those Participants deemed capacity deficient. Participant agrees that these reserve capacity purchases may be made at "market" prices from other Participants.

Participant agrees to and accepts the above nomination, this 22 day of August, 2023.

Participant: City of Griffin

By:_____

_____,
Mayor or other authorized representative

MEAGFORM080123

To: ***MEAG Power Participants***

From: ***Roger Brand – Director of Bulk Power*** Roger Brand

Date: ***August 1, 2023***

Subject: ***Annual Subscription for Supplemental Power***

The annual subscription process for supplemental power supply is now underway and we are providing information for your review and consideration. Attached is your ten-year supplemental power supply estimates based on the latest load forecast and the Year 2024 Annual Subscription Form for Supplemental Power**.**

After reviewing this information, please nominate your supplemental power supply alternative and return to MEAG Power by October 1, 2023. In order to provide time to complete all transactions and agreements the following schedule has been established per the Supplemental Power Supply Policy:

- Release of information to Participants by Power Supply – Aug 1
- Receipt of Authorization Agreement form to MEAG – October 1
- Completion of Off-System purchase agreements – Dec. 31
- Completion of Inter-Participant Transfers – Jan. 15

Under the Supplemental Power Policy there are four alternatives. The first alternative (i) is for a Participant to acquire the necessary resources itself. The second alternative (ii) is for a Participant to acquire the necessary resources itself through an Inter-Participant Transfer (IPT) Agreement [or off system purchase power contract]. The third alternative (iii) is to subscribe to one or more of the power supply products identified in the attached Nomination Form in specific amounts. TEA has estimated the price ranges for these products and are subject to change. However, we are providing this to you as a benchmark to assist in your decision making process. The fourth alternative (iv) is for a Participant to nominate MEAG Power to act as its agent to acquire the necessary resources to fulfill its supplemental power supply requirements.

Please note that the Supplemental Power Supply Policy also specifies that if a Participant Authorization Agreement form is not received by the October 1 deadline or a Participant that has elected the Annual Self-Supply option does not meet the deadline for acquisition of its supply needs, MEAG Power will acquire the Supplemental Bulk Power Supply resources on behalf of the Participant.

The projections provided identify needs for both supplemental power and reserves. The supplemental power product reflects the value of capacity with energy priced at the hourly market, while the reserve capacity product is the capacity price only.

Participants who have excess capacity for supplemental supply and/or reserves may choose to offer the excess to deficit Participants at the rate specified in option five (v).

Please remember that each Participant is required to carry 15% capacity reserves. If the staff determines that a Participant is not carrying sufficient reserves, we have the responsibility to purchase reserves to fulfill the requirement. The costs would be allocated back to the Participants based on their shortfall of the reserve requirement.

Your regional manager will be in contact with you to discuss in more detail your particular power supply needs. If you have any questions about your nomination, please contact your regional manager, Tina Atchison at (770) 563-0586, or Curt Halstead at (770) 563-0396.

Supplemental Supply Nomination Form

Participant

Product	Forecast Option/Capacity Price ($/kW-Yr) @ DP		Forecast Energy Price ($/MWh) @ DP		Participant Subscription (MW) @ DP	Comments
	Bud	High	Bud	High		
Energy Products						
Short Term (1 mo - 364 dy)						
3 Month 5x16 (Jun-Aug)			49.53	54.48		Firm Liquidated Damages, Low risk
3 Month 7x24 (Jun-Aug)			40.01	44.01		Firm Liquidated Damages, Low risk
Medium Term (1 - 5 yr)						
Annual 5x16 (2024)			46.45	51.09		
Annual 7x24 (2024)			40.74	44.82		Firm Liquidated Damages, Low risk
Capacity Products						
Reserve Capacity (Jun-Aug)	16.94	19.48				Purchased from other Participant or from off-system at no more than the high price
Supplemental Capacity (2024)	19.68	21.52	Hrly. Mkt. Price			Purchased from other Participant or from off-system at no more than the high price

Supplemental Needs
City of Griffin
kW at Delivery Point

	2024	2025	2026	2027	2028	2029	2030	2031	2032	2033
Coincident Peak	90,423	90,423	90,423	92,232	92,232	92,232	92,232	92,232	92,232	92,232
Reserves	9,699	9,699	9,699	9,971	9,971	9,971	9,971	9,971	9,971	9,971
Requirements	100,122	100,122	100,122	102,202	102,202	102,202	102,202	102,202	102,202	102,202
Own Resources	–	–	–	–	–	–	–	–	–	–
Supplemental Purch	3,647	3,647	3,647	3,647	3,647	–	–	–	–	–
SEPA	17,718	17,718	17,718	17,718	17,718	17,718	17,718	17,718	17,718	17,718
Wansley CC	36,708	36,708	36,708	36,708	36,708	36,708	36,708	36,708	36,708	36,708
Scherer	26,422	26,422	26,422	26,422	26,422	26,422	26,422	26,422	26,422	26,422
Hatch	8,924	8,924	8,924	8,924	8,924	8,924	8,924	8,924	8,924	8,924
Vogtle 1&2	15,123	15,123	15,123	15,123	15,123	15,123	15,123	15,123	15,123	15,123
Vogtle 3&4	17,756	17,756	17,756	17,756	17,756	17,756	17,756	17,756	17,756	17,756
Pineview	–	683	683	683	683	683	683	683	683	683
IPT/Other	(4,919)	(4,919)	–	–	–	–	–	–	–	–
Resources	121,379	122,062	126,981	126,981	126,981	123,334	123,334	123,334	123,334	123,334
Excess/(Deficit)	21,256	21,939	26,858	24,779	24,779	21,132	21,132	21,132	21,132	21,132
% Reserves	44.2%	45.2%	51.9%	48.3%	48.3%	43.4%	43.4%	43.4%	43.4%	43.4%
Deficit Reserve Capacity	–	–	–	–	–	–	–	–	–	–
Deficit Supplemental Capacity	–	–	–	–	–	–	–	–	–	–

AGENDA ITEM SUMMARY

ITEM SUMMARY:

Consider Master Services Agreement with Moss Adams, single source, and Statements of Work for telecommunications and regulatory compliance consulting in the amount of $19,300.00. *Chief Technology Officer, Gibb Cotton will address.*

SPECIAL CONSIDERATIONS OR CONCERNS:

Moss Adams will provide federal and state regulatory and reporting consultation to Griffin in order to properly bill for taxes and regulatory recovery fees. Moss Adams will also assist Griffin in registration to the ACP (Affordable Connectivity Program) which will allow Griffin to provide a discount of up to $30.00 per month to qualifying households for internet service. RTC Solutions, Griffin's telecommunications consultant, recommended that Griffin partner directly with Moss Adams to save on recurring consultation fees and to streamline business processes with Griffin's billing system.

STAFF RECOMMENDATION:

Staff recommends approval.

FINANCIAL IMPACT:

The FY24 budget includes the required $19,300.00 for the consultation services.

Submitted By:
Gibb Cotton

Meeting Date:
22/08/2023

Reviewed By:
Jessica O'Connor

ATTACHMENTS:
FY24 Sole Source.pdf
Griffin Georgia Tax and Consulting MSA - City of Griffin - v.5 8.11.2023[66].pdf
City of Griffin - FY 24 Regulatory Compliance SOW Charges Addendum - KC Edits 7.11.2023 v.2[87].pdf
City of Griffin Regulatory Consulting_SOW -KC Edits 7.11.2023 v.2[42].pdf
City of Griffin_GA Sales and Transaction Taxability SOW - KC Edits 7.11.23[53] - Executed.pdf
City of Griffin - 2023 Regulatory Calendar.pdf

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: Regulatory Consulting

Detail the research that has been done to qualify this for selected method of procurement:

Recommendation from Griffin's telecommunications consultant, RTC Solutions

Supplier/Source Name/Address: **Moss Adams**

Supplier/Source Contact: **Tym Rutkowski** **Phone:** **509-777-0137**

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?

Griffin's current vendor, JSI, does not have a working knowledge of Griffin's configuration or business relationships. In order to do discovery to bring JSI up to speed on Griffin's configuration additional professional services would be needed from JSI & Griffin's billing platform vendor, Cogsdale.

Is this a 1-time procurement? Estimated expenditure- one-time ____ OR - annual spend x

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.

Moss Adams is the recommended vendor from Griffin's consultant, RTC Solutions, which has access to data on Griffin's telecommunications network, business plans and customer base. By dealing directly with Moss Adams, Griffin will save money on pass through costs.

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:	7/16/2023	Requestor:	gcotton		
Department:	ITC	Dept Accting Code:	1535	Phone:	x475

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.

MASTER SERVICES AGREEMENT

August 16, 2023

This Master Services Agreement (the "MSA" or "Agreement") represents the terms and conditions relating to services to be provided to the individual(s) and/or entity(ies) listed below (individually and collectively, "you," "your," and "Client") by Moss Adams LLP ("Moss Adams," "we," "us," and "our"). Moss Adams and Client may be individually referred to as a "Party" and collectively as the "Parties."

City of Griffin

1. Agreement Scope

a. The terms and conditions of this Agreement shall apply to the services (excluding attest services as defined by the American Institute of Certified Public Accountants) we provide you and your affiliates, and any others for whom services are performed at your request (the "Services"). The nature and scope of our Services may be set forth in a Statement of Work ("SOW") signed by Moss Adams and you. However, all Services we provide you, whether or not set forth in a SOW, shall be subject to the terms of this Agreement.

b. We will provide the Services to you as an independent contractor and not as your employee, agent, partner or joint venturer. We may use subcontractors and Service Providers (defined herein) in providing the Services. From time to time, non-CPA personnel may perform the Services. Neither you nor we have any right, power or authority to bind the other.

2. Your Responsibilities

a. You agree to (i) make all management decisions, perform all management functions, and assume all management responsibilities, (ii) designate one or more individuals who possess suitable skill, knowledge, and/or experience to oversee the Services, (iii) evaluate the adequacy and results of the Services, and (iv) accept responsibility for the results of the Services. It is your responsibility to establish and maintain internal controls, including, without limitation, monitoring ongoing activities. The provisions of this paragraph are not intended to and do not alter, modify or change Moss Adams' duties and obligations set forth in this Agreement.

b. You shall provide (or cause others to provide) to us, promptly, the information, resources and assistance (including access to records, systems, premises and people) that we reasonably require to perform the Services.

c. To the best of your knowledge, all information provided by you or on your behalf ("Client Information") will be accurate and complete in all material respects. You represent the provision of Client Information to us will not infringe any copyright, privacy, proprietary or other third-party rights. We will rely on Client Information made available to us and will have no responsibility to independently evaluate it for accuracy or otherwise verify it.

3. Reports

a. Any information, advice, recommendations or other content of any reports, presentations or other communications we provide under this Agreement ("Reports"), other than Client Information, are for your internal use only unless designated for a purpose other than internal use in the Statement of Work.

b. You may not disclose a Report (or any portion or summary of a Report) to any third party or refer to us in connection with the Services, except:

   i. to your professional advisors (acting strictly in an advisory capacity and who are subject to these disclosure restrictions), who may review it only to give you advice relating to the Services;
   ii. to the extent, and for the purposes, required by subpoena or similar legal process, including to the extent required by the Georgia Open Records Act (of which you will promptly notify us);

iii. to the extent, and for the purposes, required by regulatory or self-regulatory authorities in connection with routine audits and examinations as long as Moss Adams, a Report and the Services are not the subject of the audit or examination;
iv. with our prior written consent, to third parties who have executed an access letter in the form we prescribe;
v. as expressly stated in an SOW; or

vi. to the extent it contains Tax Advice, as set forth below.

c. Our Reports may include spreadsheets, models, or other software tools. Such items are provided solely for your convenience in "as is" condition without warranty of any kind. We assume no responsibility for results obtained by anyone other than Moss Adams from the use of such items.

d. You acknowledge that Moss Adams has not placed any limitations on your disclosure of the tax returns, tax treatment or tax structure associated with any tax services under this Agreement ("Tax Advice"), and nothing in this Agreement shall be construed as limiting or restricting your disclosure of Tax Advice. Any Tax Advice we provide will be based upon the laws, regulations, cases, rulings and other tax authority in effect at that time and may be rendered invalid if there are subsequent changes. We do not have responsibility to advise you of those changes. Our Tax Advice may be challenged and audited by taxing authorities. Tax Advice is not considered a representation, warranty, or guarantee taxing authorities or the courts will agree with our Tax Advice. With the exception of tax authorities, and recipients of tax forms you are required to provide under applicable law, you shall inform those to whom you disclose Tax Advice that they may not rely on it for any purpose.

e. You may not rely on any draft Report. We shall not be required to update any final Report for circumstances of which we become aware, or events occurring, after its delivery.

f. If you are permitted to disclose a Report (or a portion thereof) hereunder, you shall not alter, edit or modify it from the form we provided.

4. Charges for Services

a. The charges for our Services will be based on our standard rate(s) in effect for the individual(s) providing the Services, absent a SOW specifying a different charge. Our charges may include any applicable sales and gross receipts tax, and direct and indirect expenses based on out-of-pocket expenditures, per diem allotments, mileage reimbursements, processing charges and technology expenses. Billings are due upon presentation and become delinquent if not paid within 30 days of the invoice date. Any past due fee under this Agreement shall bear interest at the lower of twelve percent (12%) per annum or the highest rate allowed by law on any unpaid balance.

b. If we are required by applicable law, legal process, or government action to produce information or personnel as witnesses with respect to the Services or this Agreement, you shall reimburse us for any professional time and expenses (including reasonable external and internal legal costs) incurred to respond to the request, unless we are a party to the proceeding or the subject of the investigation.

5. Limitations

6. THE TOTAL LIABILITY OF MOSS ADAMS, AND ITS OFFICERS, DIRECTORS, PARTNERS, PRINCIPALS, MEMBERS, EMPLOYEES, SUBCONTRACTORS, AND AGENTS (COLLECTIVELY, "MOSS ADAMS PERSONS"), TO YOU OR ANY THIRD PARTY FOR ANY AND ALL DAMAGES

WHATSOEVER ARISING OUT OF THIS AGREEMENT FROM ANY CAUSE, INCLUDING BUT NOT LIMITED TO NEGLIGENCE, ERRORS, OMISSIONS, STRICT LIABILITY, BREACH OF CONTRACT, OR BREACH OF WARRANTY SHALL NOT, IN THE AGGREGATE, EXCEED THE GREATER OF FEES PAID OR PAYABLE TO MOSS ADAMS UNDER THIS AGREEMENT DURING THE TWELVE (12) MONTHS PRIOR TO THE ACT OR OMISSION THAT CAUSED THE LOSS OR $100,000. THIS LIMITATION WILL NOT APPLY TO THE EXTENT LOSSES ARE CAUSED BY OUR FRAUD OR WILLFUL MISCONDUCT.

a. IN NO EVENT WILL EITHER PARTY BE LIABLE TO THE OTHER FOR ANY INDIRECT, INCIDENTAL, EXEMPLARY, PUNITIVE OR CONSEQUENTIAL DAMAGES IN CONNECTION WITH OR OTHERWISE ARISING OUT OF THIS AGREEMENT EVEN IF ADVISED OF THE POSSIBILITY OF SUCH DAMAGES.

b. You shall make any claim relating to the Services or otherwise under this Agreement no later than one (1) year after the cause of action accrues, and in any event, no later than two (2) years after the completion of the particular Services. This limitation will not apply to the extent prohibited by applicable law, regulations or professional regulations.

c. You may not make a claim or bring proceedings relating to the Services, or otherwise under this Agreement, against any Moss Adams Persons. You shall make any claim or bring proceedings only against us. The provisions of this Section 5 are intended to benefit Moss Adams Persons, who shall be entitled to enforce them. Moss Adams shall have no liability for the conduct of any other parties.

7. Indemnity

Unless prohibited by applicable law, you shall indemnify us and the Moss Adams Persons against all claims by third parties (including your affiliates and attorneys) and resulting liabilities, losses, damages, costs and expenses (including reasonable external and internal legal costs) arising out of the disclosure of any Report (other than Tax Advice) or a third party's use of or reliance on any Report (including Tax Advice) disclosed to it by you or at your request.

8. Intellectual Property Rights

a. We may use or develop intellectual property in performing our Services, including without limitation, data, software, designs, utilities, tools, models, systems, general skills, know-how, expertise, concepts, ideas, methods and techniques ("Materials"). We retain all intellectual property rights in the Materials (including any developments, improvements, and knowledge generated during or as a result of the performance of our Services), and in any working papers compiled in connection with the Services.

b. Upon payment for particular Services and subject to the other terms of this Agreement, you may use any Materials that are included in any Reports solely to the extent necessary to use the Reports as anticipated within the Statement of Work.

9. Internal Use and Third Parties

All Services shall be solely for your information purposes and internal use, unless otherwise provided by an applicable Statement of Work. one of our Services create privity between Moss Adams and any person or party other than you ("third party"). None of our Services are intended for the express or implied benefit of any third party, and no third party is entitled to rely on the Services we provide you, including without limitation, any Reports.

10. Confidentiality

a. Except as otherwise permitted by this Agreement or as required by law, neither of us may disclose to third parties the contents of this Agreement or any information provided by or on behalf of the other that is marked or identified as, or that should reasonably be treated as confidential and/or proprietary. Either of us may, however, disclose such information to the extent that it:

   i. is or becomes public other than through a breach of this Agreement;

   ii. is subsequently received by the recipient from a third party who, to the recipient's knowledge, owes no obligation of confidentiality to the disclosing party with respect to that information;

   iii. was known to the recipient at the time of disclosure or is thereafter created independently by the recipient;

   iv. is disclosed as necessary to enforce the recipient's rights under this Agreement; or

   v. must be disclosed under applicable law, legal process or professional regulations.

b. Either of us may use electronic media to correspond or transmit information and such use will not in itself constitute a breach of any confidentiality obligations under this Agreement.

c. Unless prohibited by applicable law, we use Client Information, and provide it to Moss Adams Persons, to facilitate or improve performance of the Services, to comply with regulatory requirements, and for quality and risk management purposes. We also utilize service providers, such as cloud-based software vendors, to support our operations and enable us to provide our Services to you ("Service Providers"). Moss Adams Persons and Service Providers may collect, use, transfer, store or otherwise process Client Information in the local and foreign jurisdictions in which they operate. All Moss Adams Persons and Service Providers are required to protect the confidentiality of any Client Information to which they have access in the course of their work. We will not sell Client Information to anyone.

d. We may use Client Information, and provide it to our affiliates, to identify additional services that may be of interest to you (e.g., accounting, investment banking, asset management, IT security, and consulting services), and to send newsletters and other communications for general information purposes. Any Client Information provided to our affiliates shall be treated as confidential by such affiliates consistent with our obligations in this Section 9.

e. We may aggregate Client Information, and anonymize it by excluding any personally identifiable information ("Aggregated Anonymous Data"), to analyze, improve, support and operate the Services and otherwise for any business purpose, during and after the term of this Agreement, including without limitation to generate industry benchmarks or best practices guidance, recommendations or similar reports, for distribution to our clients and prospects, for their general information purposes. We will not identify you as the source of any Aggregated Anonymous Data.

f. Our privacy policy is available at www.mossadams.com for general information purposes.In the event of a conflict between the privacy policy and Moss Adams's obligations under this Agreement, the Agreement shall control.

11. Subpoena of Documents

As a result of our Services to you, we may be required or requested to provide information or documents in connection with governmental regulations or activities, or a legal, arbitration or administrative

proceeding (including a grand jury investigation), in which we are not a party. We will notify you of any such request and you may, within the time permitted for us to respond to any request, initiate such legal action as you deem appropriate to protect information from discovery. If you take no action within the time permitted for us to respond or if your action does not result in a judicial order protecting us from supplying requested information, we will produce information to the extent required by law.

12. Use of a Party's Name

No Party may use another Party's name, its trademarks, service marks or logos in connection with the Services or otherwise without the prior written consent of such Party, which consent may be withheld for any reason and may be subject to certain conditions, although we may publicly identify you as a client and Client may publicly identify Moss Adams as a vendor if required by law to do so provided that it shall not identify Moss Adams in any type of bond offering or other investment vehicle without our prior consent. .

13. Force Majeure

No Party shall be liable for breach of this Agreement (other than payment obligations) caused by circumstances beyond such Party's reasonable control, including acts of government, strikes, lockouts, other labor disputes, fire, explosion, theft, floods, water damage, weather damage, extreme weather, traffic conditions, epidemic, pandemic, quarantine (including Covid-19), sabotage, national emergency, act of terrorism, earthquake, riot, civil commotion, war or insurrection, vandalism, abuse, or other acts of God or nature.

14. Governing Law and Dispute Resolution

a. This Agreement shall be governed by the laws of the state of Georgia, without giving effect to any conflicts of laws principles.

If a dispute arises out of or relates to this Agreement, the parties agree to attempt to resolve through good faith negotiations.

b. Each Party hereby irrevocably consents to the exclusive jurisdiction and venue of the appropriate state or federal court located in Spalding County, state of Georgia, in connection with any dispute hereunder or the enforcement of any right or obligation hereunder.

15. Term and Termination

a. This Agreement shall commence upon the date of full execution by both parties ("Commencement Date"). The initial term shall be for one (1) year beginning on the Commencement Date, and thereafter shall automatically renew for four (4) successive one (1) year terms ("Renewal Terms") with a total maximum contract life of five (5) years, unless earlier terminated as provided in this Agreement. Notwithstanding anything to the contrary above, the City will be responsible for invoices for any and all work completed prior to expiration or termination of this Agreement.

b. This Agreement and any SOW may be terminated by either Party, with or without cause, upon ten (10) days written notice. In the event of such notice, we will stop providing Services except on work, mutually agreed upon in writing, necessary to carry out such termination. Termination of this Agreement shall automatically terminate all completed SOWs however, termination of a particular SOW shall not affect the validity of this Agreement or any other SOWs.

c. In the event of termination, (i) you shall pay us for Services provided and expenses incurred through the effective date of termination, (ii) we will provide you with all finished Reports, and (iii) neither Party shall be liable to the other for any damages that occur as a result of our ceasing to render Services.

d. The provisions of this Agreement that give either of us rights or obligations beyond its termination shall continue indefinitely following the termination of this Agreement.

16. General Terms

a. This Agreement, and along with all SOW issued hereunder that are signed by the parties , constitutes the entire agreement between the Parties as to the Services and the other matters it covers, and supersedes all prior agreements, understandings and representations with respect thereto, including any confidentiality agreements previously delivered.

b. Each Party may execute this Agreement (including SOWs), as well as any modifications thereto, by electronic means and each Party may sign a different copy of the same document. Both of the Parties must agree in writing to modify this Agreement or any SOW. The Parties acknowledge the general contract rule that a clause in a contract, such as this one, prohibiting oral modifications is itself generally subject to oral modification. However, in order to ensure certainty as to the terms and conditions of this Agreement, the Parties waive this general contract rule.

c. Each Party represents to the other that each person signing this Agreement or any SOW hereunder on its behalf is expressly authorized to execute it and to bind such Party to its terms. You also represent that this Agreement has, if necessary, been considered and approved by your Audit Committee. You represent that your affiliates shall be bound by the terms of this Agreement.

d. Neither Party may assign any of its respective rights, obligations, or claims arising out of or related to this Agreement or any Services. Any assignment in violation of this provision shall be void.

e. The non-exercise or partial exercise by either Party of any of its rights under this Agreement shall not in any case constitute a waiver of that right.

f. If any provision of this Agreement (in whole or part) is held to be illegal, invalid, or otherwise unenforceable, the other provisions shall remain in full force and effect.

17. Mutual Waiver of COVID-19 Claims

This provision addresses issues regarding the novel coronavirus (“COVID-19”). The Parties acknowledge their respective understanding of the hazards of COVID-19, including, but not limited to, its highly contagious nature and the corresponding health risks associated with being exposed to or infected by COVID-19. Each Party agrees to waive, release, discharge, and covenants not to sue the other Party or its affiliates and its and their respective officers, directors, partners, principals, employees, agents, or subcontractors from any and all claims, damages, expense, liability, illness or losses that may occur from exposure to or infection by COVID-19 arising out of, related to, or in any way connected with the professional services provided by Moss Adams.

This Agreement is effective upon the date of full execution of the Parties as set forth below.

AGREED:

City of Griffin

Signature: _____

Print Name: Douglas S. Hollberg

Officer Title: Mayor

Date: _____

Attest: _____
Jessica W. O'Connor, Secretary

Approved as to Form:

Andrew J. Whalen, III
Andrew J. Whalen, III, City Attorney

MOSS ADAMS LLP

Signature: _____

Print Name: Tym Rutkowski

Title: Senior Manager

Date: 8/16/2023

Client: #
v. 9/21/2021

MASTER SERVICES AGREEMENT
REGULATORY COMPLIANCE SERVICES
CHARGES ADDENDUM
City of Griffin
August 16, 2023

This Addendum is issued pursuant to the Master Services Agreement (the "MSA" or "Agreement") and the Statement of Work for Regulatory Compliance Services ("SOW") between Moss Adams and the City of Griffin. This Addendum incorporates all terms of the MSA and the SOW as if fully set forth herein. Any terms not otherwise defined shall have the meaning specified in the MSA.

Charges:

This Addendum identifies the Charges for the Services set forth in your Perpetual SOW for Regulatory Compliance Services for July 2023 thru June 2024.

Below is a schedule showing the charge for each specified Service. Our invoices will be rendered each month as work progresses and are payable on presentation.

Consulting Services	July 2023 – June 2024
Non-Recurring Services: Registrations, Setup, & Affordable Connectivity Program Startup	$12,000
Recurring Services (as outlined in SOW)	$7,300
TOTAL CHARGES 2022	**$19,300**

Charges are based on anticipated cooperation from your personnel and the assumption that unexpected circumstances will not be encountered during our work. If, due to unexpected circumstances, significant additional time is necessary to complete our work, we will discuss with you those circumstances and the performance of any additional Services that might cause you to incur additional costs. We will not proceed with the additional Services until specifically authorized by you.

This Addendum is effective as of the date set forth above.

ACCEPTED AND AGREED:

City of Griffin

Signature: _____

Print Name: Douglas S. Hollberg

Title: Mayor

Date: _____

Attest:

_____
Jessica W. O'Connor, Secretary

Approved as to Form:

Andrew J. Whalen, III
Andrew J. Whalen, III, City Attorney

MOSS ADAMS LLP

Signature: _____

Print Name: Tym Rutkowski

Title: Senior Manager

Date: August 16, 2023

Client: #
v. 1/20/2022

Moss Adams Master Services Agreement - Statement of Work
REGULATORY COMPLIANCE SERVICES
PERPETUAL

CITY OF GRIFFIN

August 16, 2023

This Statement of Work ("SOW") is issued pursuant to the Master Services Agreement (the "MSA" or "Agreement") between Moss Adams and City of Griffin. This SOW incorporates all terms and conditions of the Agreement as if fully set forth herein. Any term not otherwise defined shall have the meaning specified in the Agreement. For purposes of this SOW, City of Griffin may be referred to as "Company."

Scope of Services:

We will perform the following services for the Initial Term of the Agreement and each Renewal Term thereafter unless (a) you fail to provide us with the information necessary to perform each of these services, or (b) either Party terminates this SOW or the MSA:

Regulatory Reporting Services: We will assist you as requested with state and federal regulatory compliance requirements, which may include items such as: USAC filing requirements, state PUC/PSC filing requirements and regulatory proceedings; and other items as may be requested by you. We will annually provide you with a regulatory reporting calendar, which will assist in identifying requirements that may apply to the Company. Please review this calendar to determine if it includes all relevant regulatory reporting requirements and identify those filings that will require our assistance. For any filings that require our assistance, please indicate this in the regulatory reporting calendar and/or communicate to us via electronic mail with sufficient time to complete the filing for your review and submission. It is your responsibility to review and certify the filings and submit them, or request that we submit on your behalf, to the appropriate regulatory agency by the deadline established by the appropriate regulatory agency each year. The regulatory reporting calendar that we will provide to you includes regulatory reporting requirements that we are aware of as of the date of the preparation of the calendar. There may be additional requirements that we are not aware of or requirements that subsequently change or are added. Deadlines for regulatory filings sometimes vary as a result of weekends, holidays, changes by regulators, or other factors. We will attempt to communicate any additional requirements and changes that we become aware of to you, but the ultimate responsibility for regulatory compliance is yours.

Affordable Connectivity Program: Moss Adams will provide assistance with the initial registration and establishment of required disclousers and procedures to participate in the Affordable Connectivity Program ("ACP"). The program is administered and monitored by the Universal Service Administration Company. We will consult with you to on procedures, processes, billing, documentation, and reporting practices in accordance with the FCC's rules and requirements as of the date of this statement of work.

Incidental Accounting or Regulatory Advice and Assistance: We will informally assist you and your personnel as requested by answering questions related to telecommunications regulation and accounting.

You may request that we perform additional services not contemplated by this SOW. If this occurs, we will communicate with you regarding the scope of the additional services. It is our practice to issue a separate SOW

covering additional services other than incidental accounting or regulatory advice and assistance. However, absent a separate SOW, these additional services shall be covered by this SOW.

Procedures and Limitations:

Our procedures will not constitute an audit, review or compilation of the information provided by you, and accordingly, we will not express a conclusion or provide any form of assurance on the completeness or accuracy of the information or the adequacy of your internal controls. Further, the sufficiency of the procedures is solely your responsibility.

Company Responsibilities:

You are responsible for making all financial records and related information available to us and for the accuracy and completeness of that information. Moreover, we have no responsibility to identify and communicate significant deficiencies or material weaknesses in your internal control as part of this engagement.

Regulatory Positions:

There are numerous methodologies used in preparing regulatory filings to be submitted to FCC, USAC, and other regulatory agencies, including the submissions outlined in this Statement of Work. These regulatory agencies may reject certain methodologies based on revised interpretations of the FCC's rules or greater understanding of the methodology. Whenever we believe an applicable position is unclear or there are conflicting interpretations by regulatory agencies, we will explain the possible positions that may be taken in your submission. We will follow whatever position you request, so long as it is consistent with FCC or Public Utility Commission rules. If these positions are contested, there may be a revenue repayment plus interest and penalties. We assume no liability for any such additional amounts owing.

Charges for Services:

We will annually provide you estimated charges for our Services. If additional charges are needed to complete our Services, we will agree upon any increase with you, and an updated Charges Addendum will be provided for approval by the City's Board of Commissioners.

Charges are based on anticipated cooperation from your personnel and the assumption that unexpected circumstances will not be encountered during our work. If, due to unexpected circumstances, significant additional time is necessary to complete our work, we will discuss with you those circumstances and the performance of any additional services that might cause you to incur additional charges. We will not proceed with the additional services until specifically authorized by you.

We may retain subcontractor Scrubbed.net, which will access and process information using offshore resources, to assist us in providing the Services to you. This subcontractor will be required to maintain the confidentiality of your information, and we will be responsible for the subcontractor's performance in accordance with the terms of this Agreement.

We require a retainer of $2,000 prior to starting work. This retainer is applied to the final billing. Any retainer in excess of the final billing will be refunded and any amount on the billing in excess of the retainer will be due. This retainer is not an estimate of the total cost of the services. The retainer will be deposited into our general account and commingled with our other funds. No interest shall accrue or be paid on these funds.

This SOW is effective as of the date set forth above.

ACCEPTED AND AGREED:

CITY OF GRIFFIN

Signature: _____

Print Name: Douglas S. Hollberg

Title: Mayor

Attest:

_____
Jessica W. O'Connor

Approved as to Form:

Andrew J. Whalen, III
Andrew J. Whalen, III, City Attorney

MOSS ADAMS LLP

Signature: _____

Print Name: Tym A. Rutkowski

Title: Senior Manager

Client: #
v. 01/11/2023

MASTER SERVICES AGREEMENT STATEMENT OF WORK
GEORGIA SALES AND TRANSACTION TAX DECISION MATRIX
August 16, 2023

This Statement of Work ("SOW") is issued pursuant to the Master Services Agreement (the "MSA" or "Agreement") between Moss Adams and City of Griffin. This SOW incorporates all terms and conditions of the Agreement as if fully set forth herein. Any term not otherwise defined shall have the meaning specified in the Agreement. For purposes of this SOW, City of Griffin may be referred to as "Company."

Scope of Services:

Under this SOW, we will research and compile information on the taxability of City of Griffin's sales for Georgia sales tax and transaction tax purposes. Our Services will be conducted using the following phased approach.

Phase I

We will meet or hold discussions with your personnel to gather facts, including information on your products and services. We will also gather information regarding the jurisdictions in which the products are sold and services are performed. We will compile this information for you in a summary memo. At the end of Phase I, we will mutually agree upon the specific products and services and state and local jurisdictions that will be the basis for our research in Phase II.

Phase II

We will research and compile information on the taxability of your sales of products and services based on the assumption you have nexus in such jurisdictions and are therefore liable for paying the applicable tax. The research and our findings will be summarized in the following documents:

- A tax decision matrix ("TDM") that indicates the taxability of each category of sales (types of products or services depending upon categories defined by a respective jurisdiction).
- A brief summary of each agreed upon jurisdiction's sales and use tax and transaction tax rules, the application of those rules to you and its activities within the jurisdiction.

Our Services do not include performing a nexus review to determine whether or where you have liability for paying the applicable tax, or assisting you in calculating and/or mitigating identified tax exposures. If you would like us to provide such services, we will issue a separate SOW that will provide the scope of such additional services.

Limitations:

Any Tax Advice we provide will be based upon the law, regulations, cases, rulings and other tax authority in effect at that time and may be rendered invalid if there are subsequent changes. We do not have responsibility to advise you of those changes. Our Tax Advice may be challenged and audited by taxing authorities. Tax Advice is not considered a representation, warranty, or guarantee taxing authorities or the courts will agree with our Tax Advice.

Charges for Services:

We estimate our charges for providing the above Services will range from $5,000 to $7,000. The charges for our Services will be based on our standard rate(s) in effect for the individual(s) providing the Services. Our charges may include any applicable sales and gross receipts tax, and direct and indirect expenses based on out-of-pocket expenditures, per diem allotments, mileage reimbursements, processing charges and technology expenses. Our hourly rates generally range from $225 to $750 per hour for partner-level review. Further, if additional charges are needed to complete our Services, we will agree upon any increase with you prior to exceeding the estimated amount.

This SOW is effective as of the date set forth above.

ACCEPTED AND AGREED:

The undersigned hereby executes this SOW on behalf of the Client set forth herein with full authority to do so.

CITY OF GRIFFIN

Signature: _____

Print Name: Douglas S. Hollberg

Title: Mayor

Attest:

_____
Jessica W. O'Connor

Approved as to Form:

Andrew J. Whalen, III
Andrew J. Whalen, III, City Attorney

MOSS ADAMS LLP

Signature: _____

Print Name: Adam Cline

Title: Partner

Client: #TBD
v. 2/21/2023

REGULATORY COMPLIANCE CALENDAR
City of Griffin
Competitive - Non-ETC
JURISDICTION: FCC, GA
YEAR: 2023

Due Date	Filing Requirement	Applicable (Y/N)	Filing Jurisdiction	Filing Agency	Preparer	MA Preparer
January						
1/2/23	Form 499 Reseller Certification/Verification	N	FEDERAL	USAC		
1/8/23	Lifeline Claims Submission	N	FEDERAL	USAC		
1/15/23	Form 855 - Wireless Provider HAC requirement & certification	N	FEDERAL	FCC		
1/15/23	Reassigned Numbers Database Filing	N	FEDERAL	RND		
1/15/23	Lifeline Non-Usage Report (only applies if customer cost is $0)	N	GA	GA PSC		
1/15/23	Semiannual Lifeline Subscriber Report	N	GA	GA PSC		
1/17/23	Affordable Connectivity Program Benefit Claim Submission	Y	FEDERAL	USAC		
1/20/23	Form 472 or Form 474 - E-Rate	N	FEDERAL	USAC		
1/29/23	NECA Schedule Lock	N	FEDERAL	NECA		
1/30/23	UAF Contribution Report	TBD	GA	GA PSC	MA	John S.
1/30/23	TRS Contribution Report	TBD	GA	GA PSC	MA	John S.
1/30/23	Customer Trouble Report (Rate of Return only)	N	GA	GA PSC		
1/31/23	Family Violence Shelter Confidentiality Affidavit (odd years only)	TBD	GA	GA PSC	MA	John S.
1/31/23	CIC Usage Report	N	FEDERAL	NANPA		
1/31/23	Federal TRS Payments (Monthly Option)	N	FEDERAL	RolkaLoube		
1/31/23	Form 555 Annual Lifeline Recertification	N	FEDERAL	Commission		
1/31/23	IRS Form 720 Federal Excise Tax	N	FEDERAL	IRS		
1/31/23	USAC ACH	N	FEDERAL	USAC		
1/31/23	Form 5322 Access Line Report	N	GA	GA PSC		
February						
2/1/23	Form 499Q4 USF	Y	FEDERAL	USAC	MA	John S.
2/1/23	Form 502 Numbering Resource Utilization and Forecast (NRUF)	N	FEDERAL	NANPA		
2/8/23	Lifeline Claims Submission	N	FEDERAL	USAC		
2/10/23	Three-Year Cost Forecast (NECA Forecast)	N	FEDERAL	NECA		
2/15/23	Affordable Connectivity Program Benefit Claim Submission	Y	FEDERAL	USAC		
2/15/23	Reassigned Numbers Database Filing	N	FEDERAL	RND		
2/20/23	Form 472 or Form 474 - E-Rate	N	FEDERAL	USAC		
2/22/23	Forecast Line Count Data Collection	N	FEDERAL	NECA		
2/26/23	NECA Schedule Lock	N	FEDERAL	NECA		
2/28/23	Federal TRS Payments (Monthly Option)	N	FEDERAL	RolkaLoube		
2/28/23	USAC ACH	N	FEDERAL	USAC		
March						
3/1/23	Advanced Services Demand Data Request	N	FEDERAL	NECA		
3/1/23	Annual CPNI Certification	Y	FEDERAL	FCC	MA	John S.
3/1/23	Broadband Data Collection	Y	FEDERAL	FCC	MA	John S.
3/1/23	Copyright Filings - SA1-2 or SA3	N	FEDERAL	Library of Congress		
3/1/23	HUBB Reporting	N	FEDERAL	USAC		
3/8/23	CAF ICC Data Collection (1st view) (window opens)	N	FEDERAL	NECA		
3/8/23	Lifeline Claims Submission	N	FEDERAL	USAC		
3/10/23	Quarterly (Q4) Industry Local Switching Minutes of Use Data	N	FEDERAL	NECA		
3/15/23	Affordable Connectivity Program Benefit Claim Submission	Y	FEDERAL	USAC		
3/15/23	Form 499Q4 Revision	Y	FEDERAL	USAC	MA	John S.
3/15/23	Performance Measures Test Completion Reminder	N	FEDERAL	USAC		
3/15/23	Reassigned Numbers Database Filing	N	FEDERAL	RND		
3/20/23	Form 472 or Form 474 - E-Rate	N	FEDERAL	USAC		
3/22/23	Form 507 (Annual) NECA Line Count Data Collection	N	FEDERAL	NECA		
3/25/23	Form 507 (Annual) - NECA Certification	N	FEDERAL	NECA		
3/26/23	Form 508 - CAF BLS Projections Data & Certifications	N	FEDERAL	NECA		
3/27/23	NECA Schedule Lock	N	FEDERAL	NECA		
3/29/23	Broadband Collection & Analysis System	N	FEDERAL	USDA		
3/30/23	HCLS "-4" data submission & certification	N	FEDERAL	NECA		
3/31/23	Federal TRS Payments (Monthly Option)	N	FEDERAL	RolkaLoube		
3/31/23	Form 479 Company Operating Report	N	FEDERAL	USDA		
3/31/23	Form 492	N	FEDERAL	FCC		
3/31/23	Form 499A Filing Revision - Prior Year Submission	Y	FEDERAL	USAC	MA	John S.
3/31/23	Form 507 (Annual)	N	FEDERAL	USAC		
3/31/23	Form 508	N	FEDERAL	USAC		
3/31/23	RUS Quarterly Payment	N	FEDERAL	USDA		
3/31/23	USAC ACH	N	FEDERAL	USAC		
3/31/23	Customer Service Contact Info and Escalation List	TBD	GA	GA PSC	MA	John S.
April						
4/1/23	Annual Revenue & Total Communications Plant Reporting	N	FEDERAL	FCC		
4/1/23	Form 499A Filing	Y	FEDERAL	USAC	MA	John S.
4/1/23	Recordkeeping Compliance Certification & Contact Information Reporting	Y	FEDERAL	FCC	MA	John S.
4/8/23	CAF ICC Data Collection (1st view) (window closes)	N	FEDERAL	NECA		
4/8/23	Lifeline Claims Submission	N	FEDERAL	USAC		
4/15/23	Affordable Connectivity Program Benefit Claim Submission	Y	FEDERAL	USAC		
4/15/23	Reassigned Numbers Database Filing	N	FEDERAL	RND		
4/15/23	Lifeline Non-Usage Report (only applies if customer cost is $0)	N	GA	GA PSC		

REGULATORY COMPLIANCE CALENDAR
City of Griffin
Competitive - Non-ETC
JURISDICTION: FCC, GA
YEAR: 2023

Due Date	Filing Requirement	Applicable (Y/N)	Filing Jurisdiction	Filing Agency	Preparer	MA Preparer
4/20/23	Form 472 or Form 474 - E-Rate	N	FEDERAL	USAC		
4/25/23	CAF ICC Data Collection (2nd view) (window opens)	N	FEDERAL	NECA		
4/28/23	NECA Schedule Lock	N	FEDERAL	NECA		
4/30/23	Federal TRS Payments (Monthly Option)	N	FEDERAL	RolkaLoube		
4/30/23	IRS Form 720 Federal Excise Tax	N	FEDERAL	IRS		
4/30/23	USAC ACH	N	FEDERAL	USAC		
4/30/23	UAF Contribution Report	TBD	GA	GA PSC	MA	John S.
4/30/23	TRS Contribution Report	TBD	GA	GA PSC	MA	John S.
4/30/23	Customer Trouble Report (Rate of Return only)	N	GA	GA PSC		
4/30/23	Annual Financial Report (Rate of Return only)	N	GA	GA PSC		
May						
5/1/23	Form 499Q1 USF	Y	FEDERAL	USAC	MA	John S.
5/1/23	State Access Tariff - Update Access Rates	N	FEDERAL	State Commission		
5/2/23	Geographic Rate Averaging Certification (Section 254(g))	N	FEDERAL	FCC		
5/8/23	Lifeline Claims Submission	N	FEDERAL	USAC		
5/15/23	CAF ICC Data Collection (2nd view) (window closes)	N	FEDERAL	NECA		
5/15/23	Reassigned Numbers Database Filing	N	FEDERAL	RND		
5/15/23	Study Area Boundary Data Certification - Biennial Filing (odd numbered years)	N	FEDERAL	FCC		
5/16/23	Affordable Connectivity Program Benefit Claim Submission	Y	FEDERAL	USAC		
5/20/23	Form 472 or Form 474 - E-Rate	N	FEDERAL	USAC		
5/27/23	NECA Schedule Lock	N	FEDERAL	NECA		
5/31/23	CAF ICC Distribution Certification (4 certs)	N	FEDERAL	NECA		
5/31/23	Federal TRS Payments (Monthly Option)	N	FEDERAL	RolkaLoube		
5/31/23	Form 395 Annual Employment Report	Y	FEDERAL	FCC	MA	John S.
5/31/23	USAC ACH	N	FEDERAL	USAC		
June						
6/1/23	FCC Tariff - Direct Filer - Rate Making Complete	N	FEDERAL	FCC		
6/6/23	FCC Tariff - Direct Filer - CAF ICC TRP & Certifications Complete	N	FEDERAL	FCC		
6/8/23	Lifeline Claims Submission	N	FEDERAL	USAC		
6/10/23	Quarterly (Q1) Industry Local Switching Minutes of Use Data	N	FEDERAL	NECA		
6/15/23	Affordable Connectivity Program Benefit Claim Submission	Y	FEDERAL	USAC		
6/15/23	Form 499Q1 Revision	Y	FEDERAL	USAC	MA	John S.
6/15/23	Performance Measures Test Completion Reminder	N	FEDERAL	USAC		
6/15/23	Reassigned Numbers Database Filing	N	FEDERAL	RND		
6/16/23	CAF ICC TRP & Certification Compliance Filings	N	FEDERAL	Commission & Tribal		
6/20/23	Form 472 or Form 474 - E-Rate	N	FEDERAL	USAC		
6/21/23	Form 507 - MODEL	N	FEDERAL	NECA		
6/26/23	NECA Schedule Lock	N	FEDERAL	NECA		
6/30/23	Annual 900 disclosure bill insert	N	FEDERAL	FCC		
6/30/23	Broadband Collection & Analysis System	N	FEDERAL	USDA		
6/30/23	Federal TRS Payments (Monthly Option)	N	FEDERAL	RolkaLoube		
6/30/23	Form 508 - Revised CAF BLS Projections Data & Certifications	N	FEDERAL	USAC		
6/30/23	RUS Quarterly Payment	N	FEDERAL	USDA		
6/30/23	USAC ACH	N	FEDERAL	USAC		
July						
7/1/23	Form 481 Carrier Annual Reporting Data Collection Form	N	FEDERAL	Commission/other relevant		
7/1/23	Form 507 - MODEL	N	FEDERAL	USAC		
7/1/23	Performance Measures Test Deadline - Cycle 1	N	FEDERAL	USAC		
7/1/23	State & Interstate Access Tariff Filing Effective	N	FEDERAL	FCC/State Commission		
7/1/23	USAC Form 473 Service Provider Annual Certs (SPAC)	N	FEDERAL	USAC		
7/10/23	Lifeline Claims Submission	N	FEDERAL	USAC		
7/15/23	Affordable Connectivity Program Benefit Claim Submission	Y	FEDERAL	USAC		
7/15/23	Reassigned Numbers Database Filing	N	FEDERAL	RND		
7/15/23	Lifeline Non-Usage Report (only applies if customer cost is $0)	N	GA	GA PSC		
7/15/23	Semiannual Lifeline Subscriber Report	N	GA	GA PSC		
7/20/23	Form 472 or Form 474 - E-Rate	N	FEDERAL	USAC		
7/29/23	NECA Schedule Lock	N	FEDERAL	NECA		
7/30/23	UAF Contribution Report	TBD	GA	GA PSC	MA	John S.
7/30/23	TRS Contribution Report	TBD	GA	GA PSC	MA	John S.
7/30/23	Customer Trouble Report (Rate of Return only)	N	GA	GA PSC		
7/31/23	CIC Usage Report	N	FEDERAL	NANPA		
7/31/23	Cost Study	N	FEDERAL	NECA		
7/31/23	Federal TRS Payments (Annual Option)	Y	FEDERAL	RolkaLoube		
7/31/23	Federal TRS Payments (Monthly Option)	N	FEDERAL	RolkaLoube		
7/31/23	HCLS "-1" data submission & certification - Annual	N	FEDERAL	NECA		
7/31/23	IRS Form 720 Federal Excise Tax	N	FEDERAL	IRS		
7/31/23	USAC ACH	N	FEDERAL	USAC		
August						
8/1/23	Form 499Q2 USF	Y	FEDERAL	USAC	MA	John S.
8/1/23	Form 502 Numbering Resource Utilization and Forecast (NRUF)	N	FEDERAL	NANPA		

REGULATORY COMPLIANCE CALENDAR
City of Griffin
Competitive - Non-ETC
JURISDICTION: FCC, GA
YEAR: 2023

Due Date	Filing Requirement	Applicable (Y/N)	Filing Jurisdiction	Filing Agency	Preparer	MA Preparer
8/1/23	USF Certification Letter	N	GA	GA PSC		
8/8/23	Lifeline Claims Submission	N	FEDERAL	USAC		
8/15/23	Affordable Connectivity Program Benefit Claim Submission	Y	FEDERAL	USAC		
8/15/23	Form 472 or Form 474 - E-Rate	N	FEDERAL	USAC		
8/15/23	Reassigned Numbers Database Filing	N	FEDERAL	RND		
8/27/23	Cost Study Data pooled	N	FEDERAL	NECA		
8/27/23	NECA Schedule Lock	N	FEDERAL	NECA		
8/29/23	Copyright Filings - SA1-2 or SA3	N	FEDERAL	Library of Congress		
8/31/23	Federal TRS Payments (Monthly Option)	N	FEDERAL	RolkaLoube		
8/31/23	USAC ACH	N	FEDERAL	USAC		
September						
9/1/23	Broadband Data Collection	Y	FEDERAL	FCC	MA	John S.
9/8/23	Lifeline Claims Submission	N	FEDERAL	USAC		
9/10/23	Quarterly (Q2) Industry Local Switching Minutes of Use Data	N	FEDERAL	NECA		
9/13/23	Form 507 (1Q) NECA Line Count Data Collection - Voluntary	N	FEDERAL	NECA		
9/15/23	Affordable Connectivity Program Benefit Claim Submission	Y	FEDERAL	USAC		
9/15/23	FCC Regulatory Fee-159W	Y	FEDERAL	FCC		
9/15/23	Form 472 or Form 474 - E-Rate	N	FEDERAL	USAC		
9/15/23	Form 499Q2 Revision	Y	FEDERAL	USAC	MA	John S.
9/15/23	Performance Measures Test Completion Reminder	N	FEDERAL	USAC		
9/15/23	Reassigned Numbers Database Filing	N	FEDERAL	RND		
9/18/23	Form 507 (1Q) NECA Certification - Voluntary	N	FEDERAL	NECA		
9/28/23	NECA Schedule Lock	N	FEDERAL	NECA		
9/30/23	Broadband Collection & Analysis System	N	FEDERAL	USDA		
9/30/23	FCC Form 396-C - Multichannel Video Program Distributors	N	FEDERAL	FCC		
9/30/23	Federal TRS Payments (Monthly Option)	N	FEDERAL	RolkaLoube		
9/30/23	Form 492	N	FEDERAL	FCC		
9/30/23	Form 507 (1Q) - Voluntary	N	FEDERAL	USAC		
9/30/23	HCLS "-2" data submission & certification	N	FEDERAL	NECA		
9/30/23	RUS Quarterly Payment	N	FEDERAL	USDA		
9/30/23	USAC ACH	N	FEDERAL	USAC		
October						
10/1/23	ETC Certification - Universal Service Support "Use" Certification	N	FEDERAL	USAC/ FCC/State Commission		
10/3/23	FCC Form 855	N	FEDERAL	FCC		
10/10/23	Lifeline Claims Submission	N	FEDERAL	USAC		
10/14/23	NANPA Payment Due	Y	FEDERAL	NANPA		
10/15/23	E911 Reliability Certification	N	FEDERAL	FCC		
10/15/23	Reassigned Numbers Database Filing	N	FEDERAL	RND		
10/15/23	Lifeline Non-Usage Report (only applies if customer cost is $0)	N	GA	GA PSC		
10/17/23	Affordable Connectivity Program Benefit Claim Submission	Y	FEDERAL	USAC		
10/20/23	Form 472 or Form 474 - E-Rate	N	FEDERAL	USAC		
10/28/23	NECA Schedule Lock	N	FEDERAL	NECA		
10/30/23	UAF Contribution Report	TBD	GA	GA PSC	MA	John S.
10/30/23	TRS Contribution Report	TBD	GA	GA PSC	MA	John S.
10/30/23	Customer Trouble Report (Rate of Return only)	N	GA	GA PSC		
10/31/23	Federal TRS Payments (Monthly Option)	N	FEDERAL	RolkaLoube		
10/31/23	IRS Form 720 Federal Excise Tax	N	FEDERAL	IRS		
10/31/23	USAC ACH	N	FEDERAL	USAC		
November						
11/1/23	Form 499Q3 USF	Y	FEDERAL	USAC	MA	John S.
11/8/23	Lifeline Claims Submission	N	FEDERAL	USAC		
11/15/23	Affordable Connectivity Program Benefit Claim Submission	Y	FEDERAL	USAC		
11/15/23	Reassigned Numbers Database Filing	N	FEDERAL	RND		
11/20/23	Form 472 or Form 474 - E-Rate	N	FEDERAL	USAC		
11/24/23	NECA Schedule Lock	N	FEDERAL	NECA		
11/30/23	Federal TRS Payments (Monthly Option)	N	FEDERAL	RolkaLoube		
11/30/23	USAC ACH	N	FEDERAL	USAC		
December						
12/1/23	Form 507 (2Q) NECA Line Count Data Collection - Voluntary	N	FEDERAL	NECA		
12/1/23	Form 509 - CAF BLS Trueup	N	FEDERAL	NECA		
12/1/23	Non-Discrimination Statement	N	FEDERAL	USDA		
12/7/23	Form 507 (2Q) NECA Certification - Voluntary	N	FEDERAL	NECA		
12/8/23	Lifeline Claims Submission	N	FEDERAL	USAC		
12/10/23	Quarterly (Q3) Industry Local Switching Minutes of Use Data	N	FEDERAL	NECA		
12/15/23	Affordable Connectivity Program Benefit Claim Submission	Y	FEDERAL	USAC		
12/15/23	Form 499Q3 Revision	Y	FEDERAL	USAC	MA	John S.
12/15/23	Performance Measures Test Completion Reminder	N	FEDERAL	USAC		
12/15/23	Reassigned Numbers Database Filing	N	FEDERAL	RND		
12/15/23	Application for UAF Distributions	N	GA	GA PSC		
12/20/23	Form 472 or Form 474 - E-Rate	N	FEDERAL	USAC		

REGULATORY COMPLIANCE CALENDAR
City of Griffin
Competitive - Non-ETC
JURISDICTION: FCC, GA
YEAR: 2023

Due Date	Filing Requirement	Applicable (Y/N)	Filing Jurisdiction	Filing Agency	Preparer	MA Preparer
12/29/23	NECA Schedule Lock	N	FEDERAL	NECA		
12/30/23	HCLS "-3" data submission & certification	N	FEDERAL	NECA		
12/31/23	Annual ACP Provider Certification	Y	FEDERAL	FCC		
12/31/23	Broadband Collection & Analysis System	N	FEDERAL	USDA		
12/31/23	Federal TRS Payments (Monthly Option)	N	FEDERAL	RolkaLoube		
12/31/23	Form 320 Cable Signal Leakage Performance Report for Media Bureau	N	FEDERAL	FCC		
12/31/23	Form 507 (2Q) - Voluntary	N	FEDERAL	USAC		
12/31/23	RUS Quarterly Payment	N	FEDERAL	USDA		
12/31/23	USAC ACH	N	FEDERAL	USAC		
Annual/As Needed						
Annually	ACP Transparency Data Collection	Y	FEDERAL	FCC		
Annually	Annual Cable Subscriber Notice	N	FEDERAL	FCC		
Annually	Annual ETC Lifeline Publication	N	FEDERAL	USAC/FCC		
Annually	CPNI Training	Y	FEDERAL	FCC		
Annually	FCC Do-Not-Call Rules - Annual bill insert	Y	FEDERAL	FCC		
Annually	CPNI Certification	TBD	GA	GA PSC	MA	John S.
Annually	Regulatory Contact Information	TBD	GA	GA PSC	MA	John S.
As needed	Battery Back-Up Annual Notice	Y	FEDERAL	FCC		
As needed	Broadband Consumer Labels Updates	Y	FEDERAL	FCC		
As needed	Broadband Data Collection Challenges - Availability & Location Fabric	Y	FEDERAL	FCC	MA	John S.
As needed	Cable Closed-Captioning Contact Information	N	FEDERAL	FCC		
As needed	Cable Subscriber Agreement	N	FEDERAL	FCC		
As needed	CALEA Security/Integrity Manuals	Y	FEDERAL	FCC		
As needed	CPNI Manual Updates	Y	FEDERAL	FCC		
As needed	Emergency Alert System	N	FEDERAL	FCC		
As needed	FCC Form 321 - Aeronautical Frequency Notification	N	FEDERAL	FCC		
As needed	FCC Form 322 - Cable Community Registration	N	FEDERAL	FCC		
As needed	Form 498	N	FEDERAL	USAC		
As needed	MVPD Broadcaster Notices	N	FEDERAL	FCC		
As needed	Programming Agreements	N	FEDERAL	FCC		
As needed	Retransmission Consent Agreements	N	FEDERAL	FCC		
As needed	STIR SHAKEN - RoboCall Mitigation Plan Updates	N	FEDERAL	FCC		

These are the regulatory reporting requirements that we are aware of as of the date of this calendar. There may be additional requirements that we are not aware of or requirements that subsequently change. Due dates sometimes vary as a result of weekends, holidays, changes by regulators, or other factors. We will attempt to communicate any additional requirements and changes that we become aware of to you, but the ultimate responsibility for regulatory compliance is yours.

AGENDA ITEM SUMMARY

ITEM SUMMARY:

Consider the minutes of the City of Griffin Board of Commissioners' Regular Meeting on August 8, 2023.

SPECIAL CONSIDERATIONS OR CONCERNS:

Mayor Hollberg and Commissioners Ward, Murray, Brock, Tinsley and McCord were present. Commissioner Flowers was absent.

STAFF RECOMMENDATION:

N/A

FINANCIAL IMPACT:

N/A

Submitted By:
Susan Bartholomew

Meeting Date:
22/08/2023

Reviewed By:
Jessica O'Connor

ATTACHMENTS:
08-08-23 Minutes.pdf

CITY OF GRIFFIN BOARD OF COMMISSIONERS
REGULAR SCHEDULED MEETING
ONE GRIFFIN CENTER, W. ELMER GEORGE MUNICIPAL HALL
TUESDAY, AUGUST 8, 2023

Mayor Doug Hollberg presided, convening the meeting at 6 p.m. Commissioners attending included Cynthia Ward, Holly Murray,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.

Commissioner Brock arrived at 6:02 p.m.
Commissioner Flowers was absent.

Call to order by Mayor Hollberg

Pledge of Allegiance .....Commissioner Ward
Invocation ..... Commissioner Tinsley

Approval of Agenda

Motion/second to approve the Agenda by Commissioners Tinsley/Murray carried 5-0.

PRESENTATIONS AND DELEGATIONS

1. Recognize Amanda Carden, Benefits & Payroll Coordinator, as the June 2023 Strongest Link in the Chain award recipient. *Electric Director, Jennifer Freeman, will address.*

   Electric Director, Jennifer Freeman, addressed the Commissioners. Casey Kersey nominated Amanda Carden for the June Strongest link. Mr. Kersey and his wife had twins, and the baby girl was born with a rare illness. Only two hospitals in the United States are able to treat her illness. Ms. Carden was instrumental in getting the twins on insurance and getting the special medical flight for the baby approved. Mr. Kersey was in Texas for two months with his daughter while his wife was home with the other children. He did not have to stress about insurance because Ms. Carden took care of everything. Ms. Freemen concluded by stating that it is always a pleasure to work with Ms. Carden.

   Ms. Carden introduced her family and thanked the Commissioners.

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

   Ms. Manning-Gilbert addressed the Commissioners noting the June financials complete the fiscal year, but reminding the Commissioners that the numbers are unaudited. Revenue is $133.3M which is 4% above projections; expenses are $126M which is 93% of projections. LOST revenue is $5.56M which is 7% above projections and TSPLOST collections are $4.4M which is 20% above budget.

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.

Michael Middlebrooks, 1108 Maple Drive, Griffin, asked the Commissioners for help regarding the speeding issue on S. 6th Street and Maple Drive. He explained that there have recently been a couple of incidents when residents were backing out of driveway, and speeding drivers have crossed the line to go around. He expressed his concern that a serious accident could occur.

Tina Marie Marsden, Kentucky Avenue, asked if the City has provided training to the customer service representatives on the policy regarding involuntary disconnects and customers who are reliant on power for medical equipment.

CITY OF GRIFFIN BOARD OF COMMISSIONERS
REGULAR SCHEDULED MEETING
ONE GRIFFIN CENTER, W. ELMER GEORGE MUNICIPAL HALL
TUESDAY, AUGUST 8, 2023

CONSENT AGENDA

3. Consider, on second reading, amending the Code of Griffin, Georgia, at Chapter 57, Media Productions; Sections 57-2, Scope of coverage; Section 57-3, Permit requirements; Section 57-4, Low-impact standards; Section 57-5, High-impact standards; Section 57-6, Application and permit procedure; Section 57-7, Fees and waivers. *Staff Attorney, Kelsey Carden, Camera Ready Liaison, Karen Bennett and Director of Planning & Development, Chad Jacobs will address.*

4. Consider the purchase of a 2022 Ford F-150 Crew Cab 4x4 from Akins Ford, lowest quote, in the amount of $46,000.00. *Fire Operations Officer, Chief Brian Brock will address*

5. Consider the purchase of one Toyota 3 Ton Electric Forklift from Toyota Material Handling Systems, State Contract, in the amount of $44,488.00. *Public Works Motor Pool Supervisor, Kelvin Hopper, will address.*

6. Consider the purchase of one Compact Cat Track Skid Steer from Yancey Bros Company, Sourcewell contract, in the amount of $126,303.00 for the Street Department. *Public Works Motorpool Supervisor, Kelvin Hopper will address.*

7. Consider the purchase of one John Deere Tractor with Rotary Cutter from Deere & Company, Sourcewell contract, in the amount of $54,118.01 for the Street Department. *Public Works Motorpool Supervisor, Kelvin Hopper will address.*

8. Consider the purchase of two 120/480V-150KVA transformers in the amount of $30,720.00 and two 277/480V-150KVA transformers in the amount of $29,290.00 for a total of $60,010.00 from Gresco Utility Supply Inc, sole source. *Electric Director, Jennifer Freeman will address.*

9. Consider the purchase of one Altec DB37 Digger Derrick in the amount of $172,769.00 from Altec Industries Inc., Sourcewell contract. *Electric Director, Jennifer Freeman will address.*

10. Consider the replacement of the Transfer Station Tipping Floor by Superior Concrete, LLC, lowest quote, in the amount $98,880.00. *Director of Solid Waste Todd Ennis, will address.*

11. Consider the purchase of a custom built water tank system for existing City-owned Unit #929 from Diversified Fabricators Inc. in the amount of $48,660.58. *Director of Solid Waste Todd Ennis, will address.*

12. Consider a Joint Funding Agreement with the United States Department of the Interior in the amount of $71,399.00 for the operation and maintenance of seven stream flow stations. *Director of Water and Wastewater, Brandon Lewis, will address.*

13. Consider purchase of Duron assembly wiper holders, UV lamps, Quartz sleeves, and sensor wipes from Xylem Water Solutions USA, Inc., Sole Source, in the amount of $36,976.00. *Director of Water and Wastewater, Brandon Lewis, will address.*

14. Consider an agreement with Utilis Inc., doing business as, Asterra for satellite based leak detection and analysis and pipeline monitoring and deficiency assessment of 500 miles of water lines in the amount of $51,300.00. *Director of Water and Wastewater, Brandon Lewis, will address.*

15. Consider purchase of up to 42,000 lbs of Sodium Silicofluoride from Specialty Chemical Company, lowest quote, up to the amount of $66,360.00. *Director of Water and Wastewater, Brandon Lewis, will address.*

Motion/second to approve the Consent Agenda by Commissioners Murray/Ward carried 6-0.

REGULAR AGENDA

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

16. Consider the minutes of the City of Griffin Board of Commissioners' Workshop Meeting on July 25, 2023.

    Motion/second to approve the minutes of the City of Griffin Board of Commissioners' Workshop Meeting on July 25, 2023 by Commissioners Tinsley/Murray carried 6-0.

17. Consider the minutes of the City of Griffin Board of Commissioners' Regular Meeting on July 25, 2023.

    Motion/second to approve the minutes of the City of Griffin Board of Commissioners' Regular Meeting on July 25, 2023 by Commissioners Tinsley/Ward carried 5-0-1. Commissioner Brock abstained as he did not attend the meeting.

18. Consider, on second reading, amending the Code of Ordinances of the City of Griffin, Chapter 90, Traffic and Vehicles, Article III, Speed Zones, Section 90-61, Speed Zones Enumerated, in order to update maximum speeds on certain streets on and off the state highway system, update school zone times and speeds, and modify descriptive information for certain streets on and off the state highway system. *Staff Attorney, Kelsey Carden, will address.*

    Ms. Carden addressed the Commissioners noting that since the first reading, Staff discovered a Scrivener's error for pick up time, but this has been corrected.

    Motion/second to approve, on second reading, amending the Code of Ordinances of the City of Griffin, Chapter 90, Traffic and Vehicles, Article III, Speed Zones, Section 90-61, Speed Zones Enumerated, in order to update maximum speeds on certain streets on and off the state highway system, update school zone times and speeds, and modify descriptive information for certain streets on and off the state highway system by Commissioners Ward/Murray carried 6-0.

19. Consider purchase of a Wilo 23.5HP pump from J.H. Wright & Associates, Single Source, in the amount of $34,698.00, and amend the budget accordingly. *Brandon Lewis, Director of Water and Wastewater, will address.*

    Motion/second to approve purchase of a Wilo 23.5HP pump from J.H. Wright & Associates, Single Source, in the amount of $34,698.00, and amend the budget accordingly by Commissioners Ward/Brock carried 6-0.

20. Consider a Statement of Work from KCI Technologies, Inc. to provide assistance in responding to the consent order for Blanton Mill, prepare a corrective action plan, and provide semi-annual update letters for the corrective action plan in the amount of $71,000.00. *Director of Water and Wastewater, Brandon Lewis, will address.*

    Motion/second to approve a Statement of Work from KCI Technologies, Inc. to provide assistance in responding to the consent order for Blanton Mill, prepare a corrective action plan, and provide semi- annual update letters for the corrective action plan in the amount of $71,000.00 by Commissioners Ward/Murray carried 6-0.

21. Consider a resolution to authorize the City Manager, or her designee, to make initial offers for easement acquisitions in the amount of $4,236.00, required for the work to be performed in accordance with the 2022 CDBG Rushton Mills Phase I project. *City Attorney, Drew Whalen, will address.*

    Motion/second to approve a resolution to authorize the City Manager, or her designee, to make initial offers for easement acquisitions in the amount of $4,236.00, required for the work to be performed in accordance with the 2022 CDBG Rushton Mills Phase I project by Commissioners Ward/Murray carried 6-0.

22. Consider authorizing the City Attorney to engage the Construction litigation law firm of GREENFIELD, BOST & KLIROS, P.C. to represent the City in a construction dispute with Brad Cole Construction Co., Inc., a subsidiary of ASRC Industrial, Inc., relating to the Head's Creek Reservoir Dam Rehabilitation Project. *City Attorney, Drew Whalen and Director of Water and Wastewater, Brandon Lewis will address.*

Motion/second to approve authorizing the City Attorney to engage the Construction litigation law firm of GREENFIELD, BOST & KLIROS, P.C. to represent the City in a construction dispute with Brad Cole Construction Co., Inc., a subsidiary of ASRC Industrial, Inc., relating to the Head's Creek Reservoir Dam Rehabilitation Project by Commissioners Murray/Ward carried 6-0.

23. Consider an agreement to engage attorneys J. Anderson Davis and Jeffrey E. Friedman, experienced environmental litigators, to investigate and conduct litigation, as warranted, on behalf of the City of Griffin as a public water supplier. *City Attorney, Drew Whalen and Director of Water and Wastewater, Brandon Lewis, will address.*

    Motion/second to approve an agreement to engage attorneys J. Anderson Davis and Jeffrey E. Friedman, experienced environmental litigators, to investigate and conduct litigation, as warranted, on behalf of the City of Griffin as a public water supplier by Commissioners Ward/Murray carried 6-0.

24. Consider a claim for personal injuries allegedly sustained by James Walker on January 31, 2023, at approximately 2:00 p.m., while occupying an elevator at One Griffin Center. He alleges injuries in excess of $1,000,000, but makes an Offer of Settlement for $500,000. *City Attorney Drew Whalen will address.*

    Motion/second to deny a claim for personal injuries allegedly sustained by James Walker on January 31, 2023, at approximately 2:00 p.m., while occupying an elevator at One Griffin Center by Commissioners Murray/Tinsley carried 6-0.

25. Consider authorizing travel for Mayor Doug Hollberg to attend the Fall 2023 GMA Legislative Policy Council Meeting , September 6-7, 2023 in Lagrange, GA.

    Motion/second to approve travel for Mayor Doug Hollberg to attend the Fall 2023 GMA Legislative Policy Council Meeting, September 6-7, 2023 in Lagrange, GA by Commissioners Tinsley/Murray carried 6-0.

26. Consider authorizing travel for Commissioners Murray and Tinsley to attend the GMA Fall 2023 Training, September 27-29, 2023 in Jekyll Island, GA.

    Motion/second to approve travel for Commissioners Murray and Tinsley to attend the GMA Fall 2023 Training, September 27-29, 2023 in Jekyll Island, GA by Commissioners Brock/McCord 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 reminded the Commissioners about the training on the Zoning Procedures Law on Thursday, August 17 at 9:30 a.m. This will not be an open meeting, but Staff will notice a quorum.

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: Absent

Murray: Commissioner Murray thanked all for attending the meeting. She stated that she has received multiple positive calls from citizens regarding the power outage system.

Brock: No comment.

Tinsley: Commissioner Tinsley also complimented Ms. Freeman and the Electric Department regarding the power outage management system. He stated that he did not receive a positive experience with an electric utility (not Griffin Power) when the power went out at friend's house.

McCord: Commissioner McCord asked if Ms. O'Connor has introduced interim chief, Connie Sampson. Ms. O'Connor asked Chief Sampson to step up to the podium and noted that she has 40 years of law enforcement experience. Chief Sampson stated that she "hit the ground running" when she started on July 5, 2023. She concluded by stating that she has received support from inside the Police Department, from the City and from the Community.
Commissioner McCord stated that this is the last week that his son, Jordan, will be home. He leaves for the University of Georgia this Saturday. He asked prayers for Jordan and all the students returning to school. He wished all a successful and safe school year.

Hollberg: Mayor Hollberg expressed his thanks to the Electric Department, noting that in a recent power outage due to storms, all of the City's customers were restored to power within two hours. He thanked the city employees that participated in welcoming students back to school on Tuesday, August 1. He complimented the Police and Fire Departments on the Back to School Bash. He noted that the Police Department has a golf tournament scheduled on September 9. He concluded by noting the last of the summer concerts is at 7 p.m. on Saturday night.

Ms. O'Connor reminded all that August 12 is the Second Saturday Ice Cream Stroll.

ADJOURN

Motion/second at 6:30 p.m. to adjourn the meeting by Commissioners Murray/Tinsley carried 6-0.

_____ _____

Douglas S. Hollberg, Mayor Jessica W. O'Connor, City Manager

AGENDA ITEM SUMMARY

ITEM SUMMARY:

Consider a resolution to re-adopt the 2007 Fairmont Urban Redevelopment Plan. *Director of Planning & Development, Chad Jacobs will address.*

SPECIAL CONSIDERATIONS OR CONCERNS:

The Griffin Spalding Housing Authority is working with the developer Collaborative Housing Solutions to submit a 4% scattered site Low Income Housing Tax Credit application in October for two multi-family residential projects within the Fairmont neighborhood area. The application is based on an accumulation of points. The Fairmont Redevelopment Plan is worth 5-7 points on the application but it must be adopted with ten (10) years of the application submittal. The last redevelopment plan was adopted in 2007.

STAFF RECOMMENDATION:

Staff recommends approval.

FINANCIAL IMPACT:

Approval is critical to making the 4% Low Income Housing Tax Credit application competitive.

Submitted By:
Chad Jacobs

Meeting Date:
22/08/2023

Reviewed By:
Jessica O'Connor

ATTACHMENTS:
Fairmont Urban Redevelopment Plan.pdf
2007 Fairmont Redevelopment Plan readoption memo.pdf
Resolution to Re-Adopt Fairmont Neighborhood Urban Redevelopment Plan, 8-22-23.pdf

FAIRMONT COMMUNITY

URBAN REDEVELOPMENT PLAN



Prepared By
Planning and Development Services Department
Adopted
By
The Griffin Board of Commissioners

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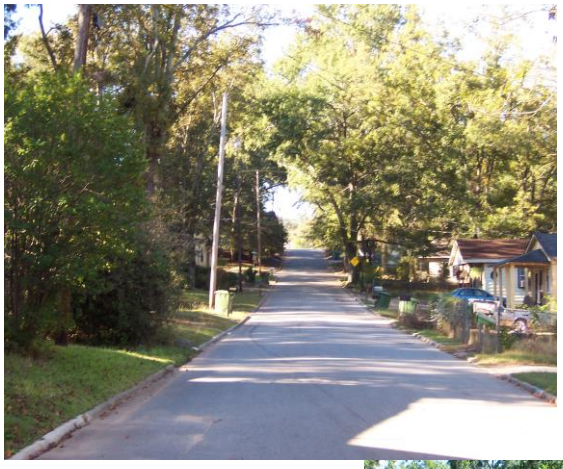
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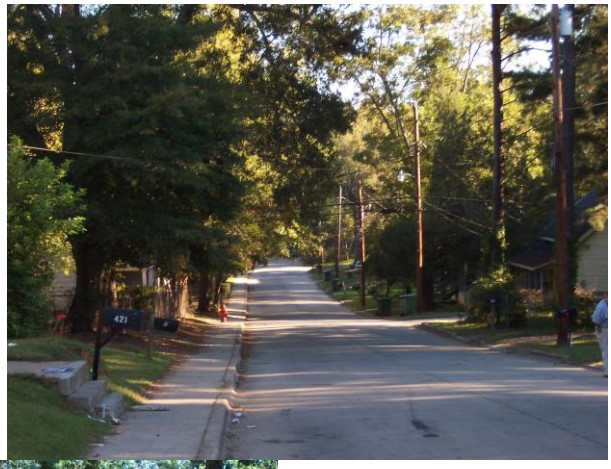
Introduction

This document, the Fairmont Neighborhood Redevelopment Plan, presents a base of knowledge from which informed decisions about the future of the neighborhood will be made. The plan includes documentation necessary to designate the Fairmont Neighborhood as an Urban Redevelopment Area, and will direct efforts intended to enhance the livability and quality of life in the neighborhood.

More specifically, this neighborhood redevelopment plan will create an action agenda based on the assessment of substandard conditions throughout the plan area. This assessment can assist future revitalization actions for individual properties, and also provide cost estimates for such actions. The ultimate intent of the plan is to outline steps necessary to create an environment that is clean, livable, safe, well maintained, aesthetically pleasing, and economically viable.

This neighborhood redevelopment plan will meet the requirements of Title 36, Chapter 61 of the Code of Georgia, as amended, known as the Urban Redevelopment Law. Compliance with this law grants certain powers to the City of Griffin that are necessary to carry out redevelopment activities in the area. This document contains the existing conditions and recommended strategies for the revitalization of this neighborhood.







Resolution of Support from City of Griffin Board of Commissioners

RESOLUTION

A RESOLUTION OF THE BOARD OF COMMISSIONERS OF THE CITY OF GRIFFIN, GEORGIA, IN FURTHERANCE OF THAT CERTAIN RESOLUTION, ENACTED JULY 12, 2005, FINDING AND DECLARING THE NECESSITY WITHIN THE CITY OF GRIFFIN FOR A PLAN OF URBAN REDEVELOPMENT; REDEFINING THOSE AREAS OF THE CITY IN WHICH CONDITIONS OF SLUM AND BLIGHT NOW EXIST OR WHICH, IF NOT ADDRESSED, ARE LIKELY TO BECOME AREAS OF SLUM AND BLIGHT; ADOPTING A WORKABLE PROGRAM, AS RECOMMENDED BY THE CITY MANAGER AND HIS STAFF, TO ELIMINATE AND PREVENT THE SPREAD OF SLUMS; TO PROVIDE A GENERAL PLAN FOR URBAN REDEVELOPMENT UPON WHICH MORE SPECIFIC PLANS MAY BE BASED; AND FOR OTHER PURPOSES.

WHEREAS, this Board of Commissioners, at its regular meeting held July 12, 2005, adopted a Resolution, pursuant to O.C.G.A. Title 36, Chapter 61, URBAN REDEVELOPMENT, finding and declaring the necessity within the City of Griffin for a plan of urban redevelopment, to identify those areas of the city in which conditions of slum and blight, as defined by O.C.G.A. §36-61-2, exist or which, if not addressed are likely to become areas of slum and blight;

WHEREAS, subsequent thereto, following a duly advertised public hearing, this Board of Commissioners designated an area, principally being that area of the city lying north of the railroad, as its Urban Redevelopment District;

WHEREAS, subsequent thereto, and after diligent study by qualified housing consultants, urban planners, economic development specialists, and city staff, including the Livable Centers Initiative conducted on behalf of the Atlanta Regional Commission, staff recommended the area designated as the city's Urban Redevelopment District be expanded to include the traditional downtown business district of Griffin;

WHEREAS, the City Manager and his staff have recommended to this Board the enactment of a workable program (general plan) of urban redevelopment, which at a minimum includes a feasible method for the relocation of families who will be displaced by urban redevelopment; that is consistent with the goals and objectives of the Comprehensive Plan, 2024, including provision of safe, affordable housing for its citizens; and which affords maximum opportunity for the voluntary redevelopment by private owners or private enterprise; and

WHEREAS, this Board has conducted a public hearing, duly advertised as required by law, at which citizens and private property owners in the area proposed for district designation have been afforded opportunity for comment on the proposed workable program;

NOW, THEREFORE, BE IT RESOLVED BY THE BOARD OF COMMISSIONERS OF THE CITY OF GRIFFIN, GEORGIA:

1. That the proposed URBAN REDEVELOPMENT PROGRAM, dated December 11, 2007, be adopted as the workable program (general plan) for urban redevelopment. The City Manager and his staff are hereby directed to recommend specific plans, in accordance with the general plan, to achieve the objectives of this program through future Board action, including annual funding of such specific plans.

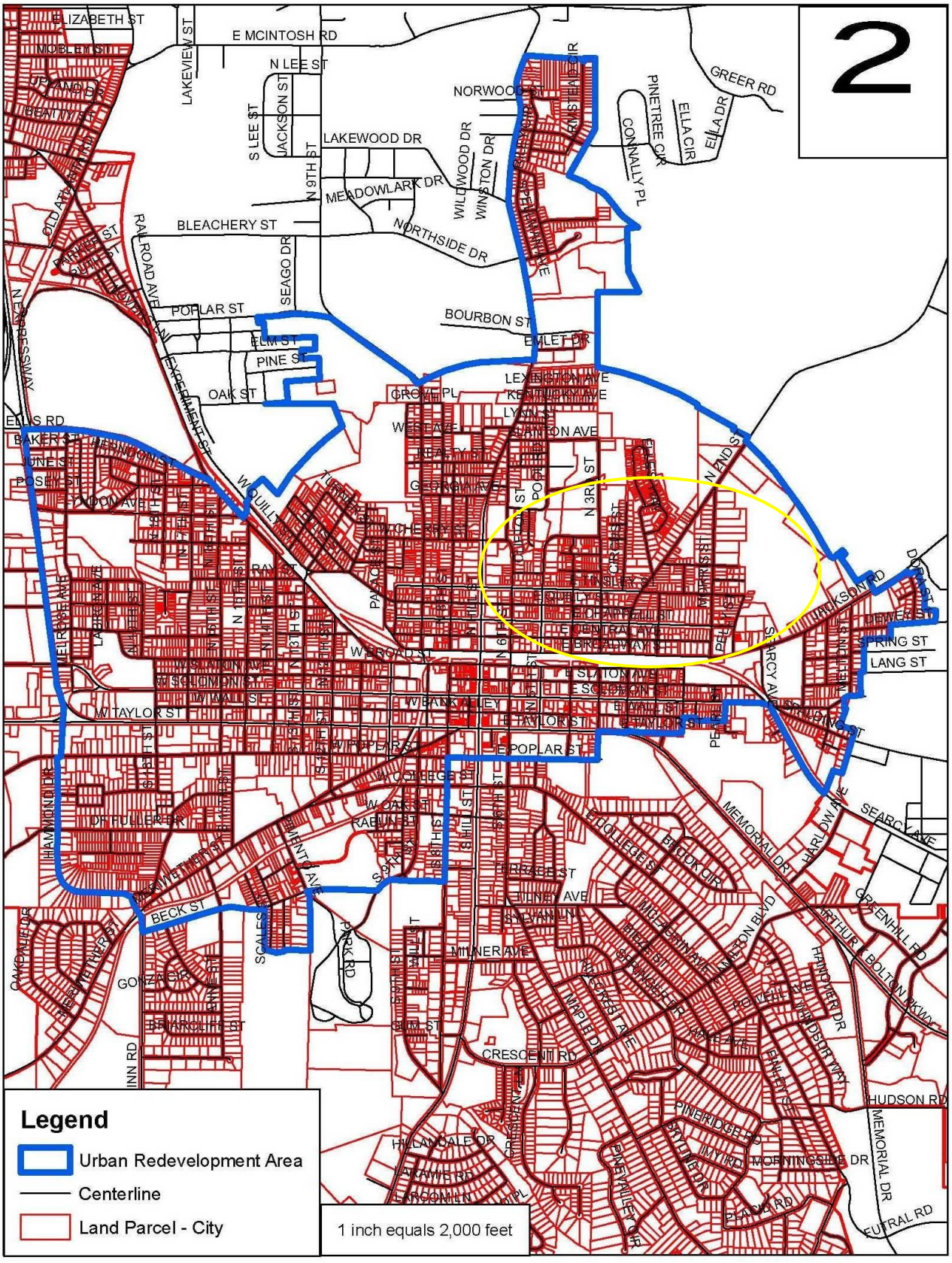
2. That the Urban Redevelopment District, as heretofore designated, be amended and enlarged to include the traditional downtown business area of the city, as well as the area north of City Park, extending west of S. 8th Street. As amended, the boundaries of the Urban Redevelopment District shall be as shown on Exhibit "B", appended to the Urban Redevelopment Program, to include those properties on both sides of the streets shown as the boundaries of said district.

3. That the Director of Planning and Development Services, in consultation with the City Manager, annually present a proposed program budget, including recommended funding for specific plans and capital improvements to be made within the District in accordance with the general plan. Such budget shall include the source for financing implementation, utilizing to the greatest extent possible, available grants, loans, the creation of tax allocation districts, enterprise and opportunity zones, and private-sector investment.

SO RESOLVED, this 11th day of December, 2007.

W.D. Landrum, Chairperson
City of Griffin Board of Commissioners

Kenny L. Smith, Secretary


2
ELIZABETH ST
MOBLEY ST
BEATTY ST
E MCINTOSH RD
LAKEVIEW ST
N LEE ST
S LEE ST
JACKSON ST
LAKEWOOD DR
N 9TH ST
MEADOWLARK DR
NORWOOD ST
WILDWOOD DR
WINSTON DR
GREER RD
PINETREE CIR
CONNALLY PL
ELLA CIR
ELLA DR
BLEACHERY ST
NORTHSIDE DR
SEAGO DR
RAILROAD AVE
POPLAR ST
ELM ST
PINE ST
OAK ST
BOURBON ST
EMLET DR
N END EXPRESSWAY
EXPERIMENT ST
ELLIS RD
BAKER ST
JONES ST
POSEY ST
GROVE PL
LEXINGTON AVE
KENTUCKY AVE
LYNN ST
CLINTON AVE
WEST AVE
BEAUMONT AVE
GEORGIA AVE
N 3RD ST
N END ST
W CHERRY ST
W QUILLIN ST
TURNER ST
PASCHAL ST
N 18TH ST
N 17TH ST
N 16TH ST
N 15TH ST
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N 4TH ST
N 2ND ST
N 1ST ST
MELROSE AVE
LAUREL AVE
W RAY ST
W STATION AVE
W SCHOOL ST
W WALL ST
W TAYLOR ST
W POPLAR ST
W COLLEGE ST
W OAK ST
RABUN ST
DR HULLENDER DR
HAMMOND DR
BECK ST
SCALES ST
PARK RD
GONZALES DR
BEVERLY HILLS DR
INN RD
CRAWFORD ST
W BANK ALLEY
E RAY ST
E STATION AVE
E SCHOOL ST
E WALL ST
E TAYLOR ST
E POPLAR ST
E COLLEGE ST
E OAK ST
FIRE TRACK ST
TILNEY AVE
MILNER AVE
CRESCENT RD
SLIM ST
MEADOWBROOK AVE
MAPLE DR
MAPLE LANE
SHOWALTER DR
HILLANDALE DR
KAWAWE RD
CAROLINA PL
PINEVILLE DR
PINERIDGE DR
IVY RD
MORNINGSIDE DR
HUDSON RD
MEMORIAL DR
FUTRAL RD
PLACID RD
EMLET DR
HANOVER DR
ARTHUR BOLTON PKWY
GREENHILL RD
SEARCY AVE
MEMORIAL DR
HARLOWE AVE
BEACON CIR
BOLTON BLVD
DEPOT ST
DICKSON RD
DEWEY ST
SPRING ST
LANG ST
PEARL ST
DELLA ST
Legend
Urban Redevelopment Area
Centerline
Land Parcel - City
1 inch equals 2,000 feet

Background

Location

The Fairmont Neighborhood Redevelopment Area is located north of Downtown Griffin and is bordered to the south by Broadway Street, to the east by Jackson Road, to the north by Lexington Avenue and to the West by North Hill Street, to include Blanton Ave, Lynn Lane, Haskell Ward Dr, Kentucky Ave, Crawford St, AZ Kelsey St, Cabin Creek Dr and Jefferson St., to name a few. This area is located within the Fairmont Neighborhood, which is considered as the north side or 2nd Ward.

Neighborhood History

The Fairmont neighborhood was built in the early 1900's by the owners of the Thomaston Mill for its workers to live in close proximity to their jobs. For over 30 years, the neighborhood consisted of mostly white low to moderated income (working class) families. During the late 1950's and 1960's many of the white owners and renters moved from the Fairmont neighborhood (Second Ward) to new neighborhoods within the Third Ward on the south side of downtown Griffin. According to the U.S. Census and the Planning and Development Department survey, Thomaston Mill neighborhood is predominately African-American (99.9%) and very low income.

Today, the Thomaston Mill neighborhood is over 89.9 percent renter occupied to 10 percent owner occupied. According to the 1990 census the neighborhood had a population of 455 persons; however, that population dropped to 346 persons according to the 2000 census. This represents a 23 percent decrease in the population over the ten (10) year period. As the neighborhood transitioned to mostly renter occupied, disinvestment in the neighborhood became the norm.

One unique attribute of the neighborhood is the pocket park, which was donated to the neighborhood by a major property owner in the area. This park could serve as a starting point to focus the redevelopment efforts within this neighborhood.

Boundary Map of Thomaston Mill Neighborhood



Description of Area Housing

The Thomaston Mill Neighborhood is predominately a single-family residential neighborhood covering roughly 38.71 acres of land. There are approximately 144 residential structures are located within the Thomaston Mill Neighborhood. The typical residential structure was built in the early 1900's to the mid 1950's with a number of homes being constructed or reconstructed as infill homes roughly 20 years ago. Many residential structures within the neighborhood were constructed in the bungalow, craftsmen and shot gun styles of the early 1900's with many traditional structures being constructed twenty (20) years ago.

Of the 144 residential structures identified within the neighborhood, approximately seven (7) are multi-family residential dwelling units and 137 are single-family residential detached dwelling units. Of the 144 residential structures identified within the plan area, only 43 structures are deemed to be of adequate standards. Thirty-seven (37) structures are considered "occupied dilapidated" (substandard), twenty-five (25) are "vacant dilapidated" (substandard) structures and thirty-nine (39) structures are considered "occupied deteriorated". Many of the structures had been identified and targeted for demolition by the City's Building Safety Division over the last five (5) years; however, the financial commitment from the city to fund the substandard abatement program has ceased. Illustrated below is a housing condition chart that depicts the city's classification system for ranking housing. These structures have become a burden on the neighborhood and a haven for illegal activities, such as drug dealing and drug use, vagrancy, and prostitution.

Conditions	Description
Adequate	**No defects or slight defects correctable with normal maintenance**. There may be slight damage to porches, steps, roofs; slight wearing away of mortar between bricks, stones, or concrete blocks; small cracks in walls or chimney; cracked windows; lack of paint; slight wear on steps, doors, and door and window sills and frames.
Deteriorating	**Intermediate defects requiring repair if unit is to provide safe and adequate shelter; more serious defects than those correctable by routine maintenance**. These defects may include holes, open cracks, rotted, loose, or missing materials in parts of the foundation, walls, or roof (up to ¼ of wall or roof); shaky, broken, or missing steps or railings; numerous missing and cracked window panes; some rotted or loose windows or doors (no longer wind and waterproof); missing bricks or cracks in chimney or makeshift (un-insulated) chimney.
Dilapidated	**Serious defects making the building a safety hazard or creating unhealthy environment**. These defects may include holes, open cracks, or rotted, loose, or missing material (siding, shingles, brick, concrete, tiles, plaster, floorboards) over large areas of foundation, walls, or roof; substantial sagging of roof, floors, or walls; extensive damage by fire, flood, or storm; inadequate original construction such as makeshift walls, roofs made of scrap materials, foundations or floors lacking, or converted barns, sheds, and other structures not adequate for housing.

Examples of Housing Types





Examples of Adequate Housing





Examples of Deteriorating Housing





Examples of Dilapidated Housing

Housing Tenure

There are roughly 15 owner occupied houses and 129 renter occupied houses within the neighborhood. Of the 15 owner-occupied homes all are in some form of deterioration with over seven (7) in a state of dilapidation. There are numerous rental units in a state of deterioration; however, many are in a state of dilapidation. Cycles of disinvestment, speculation and absentee landowners combined with high rental occupancy and incidence of poverty has resulted in the neighborhood's deterioration.

Table1: Residential Occupancy

Category	Number	Percent
Total Housing Units	144	100%
Owner-Occupied Units	15	10.4%
Renter-Occupied Units	129	89.6%

Source: Planning and Development Services Survey 2005

Within the Thomaston Mill neighborhood, renter occupied housing represents 89.6% of the housing stock, while owner occupied housing represent only 10.4% of the housing stock. The impact of 90% rental occupancy rate tend to serve transitional renters, those who move from one renter unit to another and not caring about the community has left the neighborhood in decline and in need of revitalization.



Maintenance of rental and abandoned properties has been a major concern of the neighborhood's few remaining homeowners, citing visual blight, deterioration and safety issues. Many of the vacant structures are being vandalized when not boarded up due to absentee property owners; moreover, all of the vacant substandard structures are tax delinquent.

The City has demolished approximately three homes within the neighborhood as part of the substandard housing abatement program, and liens were filed on these properties. However, the owners have not paid the outstanding liens, while maintenance of these properties continues at the expense of the community. Many dilapidated units were identified and tagged as substandard and have been through the court system in order to demolish the structures. However, the city discontinued funding for the abatement program and these homes remain either boarded up or falling apart.

Issues:

1. There is a high number of substandard vacant housing within the plan area
2. Lack of housing character throughout the neighborhood
3. Majority of houses within the plan area are in a state of disrepair or dilapidated
4. The ratio of renter occupied to owner occupied homes is too high
5. Absenteeism by landlords and property owners is too high and needs to change
6. Properties utilized for criminal activities such as the distribution of drugs, prostitution and vagrancy

Description of Land Use and Zoning

The predominant land use within the Plan Area is residential. Single-family residential dwellings form the basic structure of the neighborhood with a small percentage of multi-family dwellings units scattered throughout. There are three non-residential land uses contained within the neighborhood: a pocket park, a church, and a manufacturing business. The church and manufacturing business is located along West Quilly Street. The pocket park, situated on roughly 10,890 square feet (1/4 acre) of land, is located between Turner Street and Hallyburton Street and contains a tot lot, a slide, and other play equipment. The land use pattern in the Thomaston Mill neighborhood dates back to before the adoption and implementation of zoning in the City of Griffin. Moreover, disregard for zoning and building codes and the lack of an adequate infill ordinance have left many structures within the setbacks and have allowed multiple dwelling units to occupy a single lot.

Thomaston Mill Neighborhood consists of roughly, 38.71 acres of land contained within an eleven-block (11) area. Lots within the plan area are between 3,000 square feet to 10,890 square feet of land area, with an average lot size being roughly 7,000 square feet. The typical building front yard setbacks range from 0 to 25 feet, with building setbacks of less than 20 feet being more representative of the district. The zoning within the Thomaston Mill Neighborhood is Medium Density Residential (MDR), which requires a minimum lot size of 10,890 square feet or .25 acres. The MDR district also requires a minimum building size of 1,500 square feet. Most of the homes in this neighborhood do not meet that requirement and any homes rebuilt to this standard would be out of character with existing structures. In order to accommodate an affordable housing stock, the 1,500 square feet minimum will be reduced to 1,250 square feet for homes redeveloped in this neighborhood. In addition, substandard lots will be allowed to remain unless a sizeable benefit results from combining or redrawing an entire block or group of parcels, and where such instances are applicable and practical. No increase in density should occur in this neighborhood, though density reductions may occur through creating standard lots, which will strengthen the uniformity and neighborhood character.

There are approximately 167 parcels located within the Thomaston Mill neighborhood. Single-family residential dwellings are the dominant type of land use within the Thomaston Mill neighborhood with the exception of one manufacturing business and one church.

Category	2005	Percent
Total Parcel	167	100%
Single-Family	124	74%
Duplex	7	4%
Multi-family	3	1%
Commercial	0	0%
Industrial	1	.05%
Public	1	.05%
Institutional	1	.05%
Other-Mixes Use	0	0%
Vacant Parcels	30	17%

Source: Planning and Development Survey

Of the 167 parcels, 30 parcels are vacant, one is utilized for the neighborhood park and one is utilized for a manufacturing business. There is also one church located within the neighborhood that is operating under the MDR zoning district without a special use permit and is considered a legal, nonconforming use per the city Zoning Ordinance.

As stated previously, many of the single-family detached dwelling units within the Thomaston Mill neighborhood are presently being utilized as rental units, some containing multiple unrelated families. This is not consistent with the defined zoning district and does not fulfill the land use that the City of Griffin's 2024 Comprehensive Plan has identified for these parcels.

There are no commercial land uses within the neighborhood that are legally permitted to operate. Code Enforcement has issued numerous warnings and citations regarding the use of residential property for commercial land use activities, such as auto repair shops. There is an abandoned textile mill and Thomaston Mill, which was rezoned to Planned Residential Development (PRD) to be utilized as a mixed-use facility to include residential lofts.

The City plans to manage the plan in concert with the Land Use Goals of the 2024 Comprehensive Plan. The following objectives from the Comprehensive Plan will be used as a guide for redevelopment:

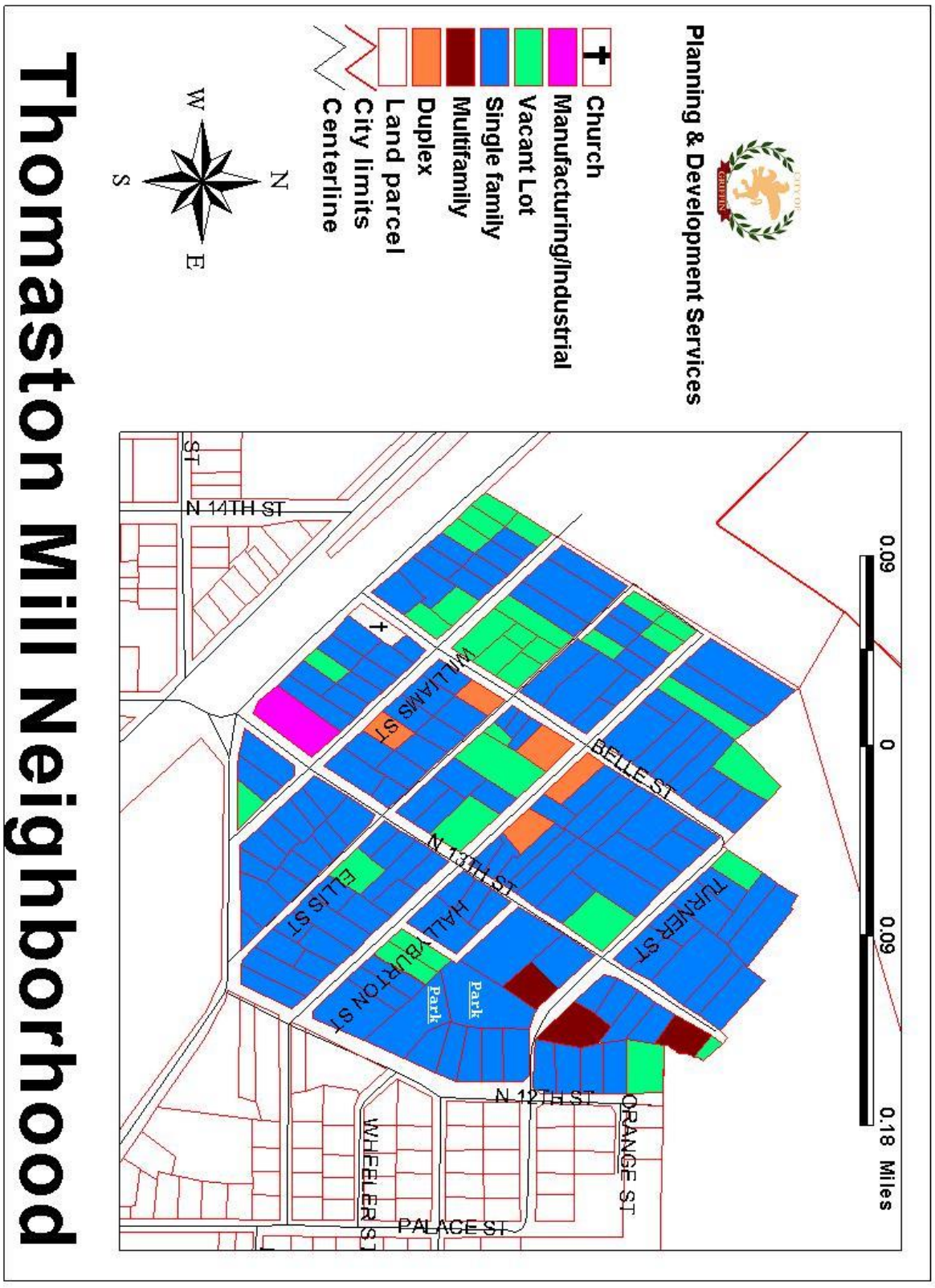
1. Improve community aesthetics within Griffin's corridors, districts, and neighborhoods.
2. Encourage infill and redevelopment within the City's targeted areas.
3. Preserve Griffin's small town feel and enhance community pride.
4. Allow greater flexibility within applicable design standards for creative site developments and infrastructure improvements.

Furthermore, infill development will follow Section 428 of the City of Griffin Zoning Ordinance. Current infill requirements include adherence to the surrounding building scale, architectural style, building materials consistent with neighborhood characteristics, and the encouragement of additional visual elements. New guidelines for infill developments, and any variances from such guidelines, will be considered as appropriate.

Issues:

1. There are many non-conforming lots; lot width and area below minimum standards
2. Too many underutilized and vacant lots
3. Non-conforming uses within the MDR zoning district
4. Illegal land uses within the MDR zoning district

Thomaston Mill Land Use Map



Transportation/Circulation

There are seven (7) streets within the plan area of which all are in need of repair or replacement due to the lack of maintenance and over use. Streets throughout the neighborhood are paved with concrete and asphalt in sections, which have a variety of problems ranging from cracks and separation to potholes. Moreover, there are four (4) streets that terminate without the benefit of a cul-de-sac, which could impact emergency vehicles operation along those streets. These streets include Belle Street, Williams Street, 12th Street, and 13th Street, and are classified as local streets designed to accommodate light vehicles only, according to the Griffin Comprehensive Transportation Plan. Streets within the plan area are between 15 feet and 24 feet wide for two-way traffic. There is one street (Ellis Street) that is one-way and is roughly 15 feet wide, which only allows traffic to flow west. The neighborhood roadway network lacks connectivity along the listed dead-end streets, which poses a serious safety issue with regards to the movement of fire protection resources.

Sidewalks are spotted throughout the neighborhood and are located mainly along Belle Street and 13th Street; however, Belle Street only has sidewalks on one side of the street. The existing sidewalks are in need of repair and should be extended where possible to allow for connectivity to the pocket park and the City Park. Moreover, major streets with no sidewalks, such as 12th Street and Hallyburton Street, are capable of having sidewalks constructed on at least one side of the street to allow residents safe access to the parks. The neighborhood contains no walking trails, however, residents walk along a make shift trail to the City Park and to adjacent neighborhoods.

Issues:

1. Lack of sidewalks in the plan area and surrounding neighborhood
2. All roads need new pavement and curbing
3. No references of correct rights of way throughout the plan area
4. No connectivity among road network
5. No connectivity in sidewalk system within the neighborhood

Neighborhood roads with no sidewalk and weak gutter system



Infrastructure

The city's primary infrastructure elements within the neighborhood such as water, sewer service, and stormwater are in a deteriorated state. The water and sewer lines have been in place since the 1940's. The city applied for a Community Development Block Grant (CDBG) to improve the water and sewer lines due to a high level of infiltration and inflow problems. Moreover, the existing water and sewer lines have been in place for over 50 years and were made from clay, which over time have been clogged and broken by the root systems of nearby trees. During rain events, the two creeks that run through the neighborhood are flushed with raw sewerage and debris that residents have thrown into them.

The redevelopment of this neighborhood will require significant infrastructure improvements and upgrades. Water and sewer service is currently the target of CDBG funds, however street improvements and other public facilities will be addressed later. A better transportation network will need to be created, which will include more sidewalks and adding streets or changing their present layout. As noted earlier, there already exists one pocket park in this neighborhood, and the presence of many vacant and undeveloped lots lends to the creation of additional public space.

Issues:

1. Lack of efficiency in the existing sewer system
2. Lack of capacity and stability in existing water and sewer systems
3. Availability of funding to address the sewer problems
4. Creek and stream beds need to be cleared and cleaned

Insert picture

Local stream impacted by sewage

Property Management

Many vacant parcels within the neighborhood are utilized as dumping grounds for trash and debris. Specifically, the lots located at the end of Belle Street, 13th Street and 12th Street are vacant lots that have become areas of social gathering for the neighborhood's teenage, young adult and criminal elements. Of the 30 vacant lots identified throughout the neighborhood, only two are well kept. All other vacant lots are overgrown and pose serious health and safety risks to the residents. It is apparent that the owners of these properties are absent from the neighborhood or the City of Griffin.

Throughout the neighborhood, there are numerous properties being utilized for the dumping of trash and other unneeded items, this tend to have a negative impact on adjacent occupied properties. Many residential lots contain discarded items either in the front and rear yards or on front porches. Properties that contain lawns are left uncut for long periods of time, adding to the neighborhood's unappealing look.

The storage of inoperable vehicles in the front yard and within the City of Griffin's rights of way has become another major problem within the neighborhood. Throughout the neighborhood there are numerous properties being utilized as a mechanic workshop or for the storage of multiple cars that are not owned by the property owner.

Issues:

1. Vacant lots being utilized as dumping grounds
2. Trash and debris being left scattered throughout properties
3. Vacant lots and lots with vacant buildings are uncut and unsafe
4. Inoperable vehicle within front yards, in the open, or in the rights-of-way
5. Utilization of properties as mechanic workshops and storage

Residential Anti-Displacement and Relocation

The City of Griffin Planning and Development Services Department certifies it will follow a residential anti-displacement and relocation assistance plan in accordance with the Georgia Relocation Act and the Federal Uniform Relocation Act. However, it is the intent of this redevelopment plan to target vacant properties and vacant substandard dwelling for rehabilitation, demolition or condemnation.

As work associated with the implementation of the redevelopment plan policies proceed, it is possible that the work can interrupt certain occupied dwelling units. Moreover, the redevelopment area is also the target area for the Community Development Block Grant (CDBG) Program. Due to the CDBG program all of the city's relocation activities if any are subject to The Uniform Relocation Assistance and Real Property Acquisition Policies Act of 1970 (46 U.S.C. 4601) and regulations at 49 CFR, part 24. Additionally, the City of Griffin will follow the amendments in Section 104(D) of the Housing and Community Development Act, (24 CFR Part 42: (1) the one-for-one replacement of certain housing units demolished as a direct result of the CDBG project, and (2) the expanded relocation assistance benefit payment for certain displaced tenants.

Any resident displaced during the construction/reconstruction process of the redevelopment plan will be properly and reasonably assisted with financial needs in order to be housed in appropriate apartment or rental house space. Costs concerning moving and storage will be reasonably accommodated. While residents are free to re-locate to areas of their choosing, the City of Griffin will endeavor to assist them in locating housing that is convenient to current needs, such as health care, jobs and grocery stores.

The City further understands the work associated with any storm water drainage, pavement upgrade, construction of sidewalks and cul-de-sacs will be subject to the Uniform Relocation Assistance and Real Property Acquisition Act of 1970 (URA), as amended and as implemented by the Department of Transportation (DOT) regulations 49 CFR Part 24, which applies whenever a local government recipient of CDBG needs to acquire property. There is potential for right of way acquisition for sidewalk and storm water drainage as well as for the construction of the cul-de-sacs at the end of the four streets within the neighborhood.

The ultimate preference in this plan is for homeowners to repair their homes; however, demolition of houses beyond repair is expected. Current properties targeted for demolition include houses involved in the 2006 CDBG application and will be detailed later in this document. The City is prepared to acquire properties as needed in order to facilitate redevelopment, where appropriate. Any properties acquired via condemnation or other means will be done in a fair, public, and open manner. The City has not targeted any properties for demolition that have any historic significance or character.

Public Participation

Three public meetings and one Thomaston Mill neighborhood meeting were held before the adoption of the Urban Redevelopment Area Resolution in June 2005 and subsequently amended on December 11, 2007. Additional public meetings will be held throughout the continuing redevelopment process and will be facilitated by staff. Neighborhood level meetings will also be held to create interest in forming individual neighborhood associations. These associations would then be leveraged to increase participation at larger public meetings.

Private Resources

The City plans to engage a variety of private resources to facilitate this plan. This includes local banks, hardware and building supply stores. Nonprofit homebuilders Habitat for Humanity and Kingdom Builders are also assisting with rehabilitation and reconstruction. The resources of both Griffin Technical College and the University of Georgia will also be leveraged to provide assistance.

Redevelopment Agency

The Board of City Commissioners is hereby designated as the Redevelopment Agency for this project and the defined redevelopment area adopted by the City Commissioners in December 2007 by unanimous vote. This Board has worked with the Planning and Development Services staff to institute this redevelopment planning effort since early 2005 with the resolution to implement a CDBG program by unanimous vote for the much underserved and minority areas of the City.

Target Vacant Overgrown Properties

Listed below are the properties that are vacant and/or overgrown with weeds, shrubs and generally provide an unhealthy environment. Moreover, these properties have become dumping grounds for the neighborhood.

Number	Property Address	Property Condition	Property Owner	
~~1~~	~~831 W. Quilly St~~	~~Vacant Overgrown~~	~~Neal A. Bush~~	~~470 Hawthorne Dr Fayetteville, GA~~
Goal: This property shall be maintained and a single-family dwelling unit shall be constructed on site at a minimum of 1,250 Square feet				
2	~~825 W. Quilly St~~	~~Vacant Overgrown~~	~~Holy House of Prayer~~	~~POBox437, Orchard Hill, GA~~
Goal: This property shall be maintained and a single-family dwelling unit shall be constructed on site at a minimum of 1,250 Square feet				
3	~~831 W. Quilly St~~	~~Vacant Overgrown~~	~~Neal A. Bush~~	~~470 Hawthorne Dr Fayetteville, GA~~
Goal: This property shall be maintained and a single-family dwelling unit shall be constructed on site at a minimum of 1,250 Square feet				
4	~~830 Williams St~~	~~Vacant Overgrown~~	~~Jack & Joe Tinney~~	~~2365 Keys Ferry Rd Jackson, GA 30233~~
Goal: This property shall be maintained and a single-family dwelling unit shall be constructed on site at a minimum of 1,250 Square feet				
5	~~806 Williams St~~	~~Vacant~~	~~Mt. Olive Outreach Ministries~~	~~P. O. Box 1591 Griffin, GA 30224~~
Goal: This property shall be maintained and a single-family dwelling unit shall be constructed on site at a minimum of 1,250 Square feet				
6	~~417 Belle St~~	~~Vacant~~	~~Mt. Olive Outreach Ministries~~	~~P. O. Box 1591 Griffin, GA 30224~~
Goal: This property shall be maintained and a single-family dwelling unit shall be constructed on site at a minimum of 1,250 Square feet				
7	~~419 Belle St~~	~~Vacant Overgrown~~	~~Dan Dunson~~	~~3 Terrance Ct. Griffin GA 30224~~
Goal: This property shall be maintained and a single-family dwelling unit shall be constructed on site at a minimum of 1,250 Square feet				
8	~~425 Belle St~~	~~Vacant Overgrown~~	~~Outreach Ministries~~	~~729 W. Quilly St Griffin, GA 30223~~
Goal: This property shall be maintained and a single-family dwelling unit shall be constructed on site at a minimum of 1,250 Square feet				
9	~~815 Williams St~~	~~Vacant Overgrown~~	~~Holy House of~~	~~P.O.Box 437,~~

			~~Prayer~~	~~Orchard Hill, GA~~
Goal: This property shall be maintained and a single-family dwelling unit shall be constructed on site at a minimum of 1,250 Square feet				
10	~~431 Belle St~~	~~Vacant Overgrown~~	~~Sherry T. Lawhorn~~	~~192 Echols Cr Thomaston, GA~~
Goal: This property shall be maintained and a single-family dwelling unit shall be constructed on site at a minimum of 1,250 Square feet				
11	825 Ellis St	Vacant	Victoria May	53 E. Mt. Zion Rd Griffin GA, 30223
Goal: This property shall be maintained and a single-family dwelling unit shall be constructed on site at a minimum of 1,250 Square feet				
12	~~829 Ellis St~~	~~Vacant~~	~~Griffin Habitat~~	~~P.O. Box 289 Griffin, GA 30224~~
Goal: This property shall be maintained and a single-family dwelling unit shall be constructed on site at a minimum of 1,250 Square feet				
13	~~823 Ellis St~~	~~Substandard Building~~	~~Lamar J. Purser~~	~~101 Robin Ln Griffin, GA 30224~~
Goal: This property shall be maintained and a single-family dwelling unit shall be constructed on site at a minimum of 1,250 Square feet				
14	~~821 Ellis St~~	~~Vacant~~	~~Lamar J. Purser~~	~~101 Robin Ln Griffin, GA 30224~~
Action: This property shall be maintained and a single-family dwelling unit shall be constructed on site at a minimum of 1,250 Square feet				
15	~~824 Hallyburton St~~	~~Vacant~~	~~Allyne H. Byrd~~	~~514 Brook Cr Griffin GA 30224~~
Action: This property shall be maintained and a single-family dwelling unit shall be constructed on site at a minimum of 1,250 Square feet				
16	~~820 Hallyburton St~~	~~Vacant~~	~~Allyne H. Byrd~~	~~514 Brook Cr Griffin GA 30224~~
Action: This property shall be maintained and a single-family dwelling unit shall be constructed on site at a minimum of 1,250 Square feet				
17	~~819 Hallyburton St~~	~~Vacant Overgrown~~	~~James Morgan Est~~	~~1541 Fleetwood Dr Griffin, GA 30223~~
Action: This property shall be maintained and a single-family dwelling unit shall be constructed on site at a minimum of 1,250 Square feet				
18	~~0 Turner St 009-01-044~~	~~Vacant Overgrown~~	~~C. T. Kilgore Jr.~~	~~P.O.Box 1085 Millegeville GA~~
Action: This property shall be maintained and a single-family dwelling unit shall be constructed on site at a minimum of 1,250 Square feet				
19	~~719 W. Quilly St~~	~~Vacant Overgrown~~	~~Lillie R. Piercy~~	~~865 Booker St Griffin GA 30223~~

Action: This property shall be maintained and a single-family dwelling unit shall be constructed on site at a minimum of 1,250 Square feet				
20	~~417 N. 13th St~~	~~Vacant~~	~~Jack Cochran~~	~~1304 Mt. Brook Dr Thomaston, GA~~
Action: This property shall be maintained and a single-family dwelling unit shall be constructed on site at a minimum of 1,250 Square feet				
21	~~0 Ellis Street 009-05-006~~	~~Vacant Overgrown~~	~~Reginald Muwwakkil~~	~~7850 Phillips Rd Palmetto, GA 30268~~
Action: This property shall be maintained and a single-family dwelling unit shall be constructed on site at a minimum of 1,250 Square feet				
22	~~627 W. Quilly St~~	~~Vacant Lot~~	~~Ginger Ray Smith~~	~~142 Grove Lane Griffin, GA 30224~~
Action: This property shall be maintained and a single-family dwelling unit shall be constructed on site at a minimum of 1,250 Square feet				
23	~~633 Ellis St~~	~~Vacant Overgrown~~	~~Lawrence Douet~~	~~2173 Wellington Cr Lithonia, GA 30058~~
Action: This property shall be maintained and a single-family dwelling unit shall be constructed on site at a minimum of 1,250 Square feet				
24	~~627 Hallyburton~~	~~Vacant~~	~~Anne Mae Singleton~~	~~P.O.Box 1163 Griffin, GA 30224~~
Action: This property shall be maintained and a single-family dwelling unit shall be constructed on site at a minimum of 1,250 Square feet				
25	~~623 Hallyburton~~	~~Vacant~~	~~Bridgett Brown~~	~~1486 Springleaf Circle Smyrna, GA 30080~~
Action: This property shall be maintained and a single-family dwelling unit shall be constructed on site at a minimum of 1,250 Square feet				
26	~~591 N. 12th St~~	~~Vacant Overgrown~~	~~Lille Ruth Price~~	~~613 Moody St Griffin GA 30223~~
Action: This property shall be maintained and a single-family dwelling unit shall be constructed on site at a minimum of 1,250 Square feet				
27	~~731 Turner St~~	~~Vacant Overgrown~~	~~Neal Bush~~	~~470 Hawthorne Drive Fayetteville, GA~~
Action: This property shall be maintained and a single-family dwelling unit shall be constructed on site at a minimum of 1,250 Square feet				

Target Vacant Substandard Properties

Number	Property Address	Property Condition	Property Owner	Owner Address
1	552 Belle Street 009-02-024	Dilapidated House	Neal Bush	470 Hawthorne Dr Fayetteville, GA
2	548 Belle St 009-02-023	Dilapidated House	Neal Bush	470 Hawthorne Dr Fayetteville, GA
3	732 Turner Street 009-03-001	Dilapidated House	Neal Bush	470 Hawthorne Dr Fayetteville, GA
4	547 N. 13th Street 009-02-016	Dilapidated House	High Yield Mortgage Investor	4784 Roswell Rd Atlanta, GA
5	727 W. Quilly Street 009-07-011	Dilapidated House	Mikiel Boyd	727 W. Quilly St Griffin, GA
6	807 W. Quilly Street 009-01-007	Dilapidated House	Douglas Hardwick	80 Meadow Branch Brooks, GA
7	823 Ellis Street 009-01-026	Dilapidated House	Lamar Purser	101 Robin Lane Griffin, GA
8	645 W. Quilly Street 009-08-001	Dilapidated House	JSP Mortgage Inc	110 Corporate Dr Carrollton, GA
9	719 Williams Street 009-05-021	Dilapidated House	Whatley Properties	415 W. Solomon Griffin, GA
10	565 N. 13th Street 009-02-014	Dilapidated House	Alan Mobley	262 Mobley Rd Griffin, GA
11	602 Turner St 009-04-016	Dilapidated House	Sherrian Graham	4092 Laurel Spring Way, Smyrna GA
12	727 W. Quilly Street 009-07-011	Dilapidated House	Mikiel Boyd	727 W. Quilly St Griffin, GA 30223
13	415 N. 13th Street 009-05-018	Dilapidated House	Russell Johnson	672 E. College St Griffin, GA 30224
14	531 N. 12th Street 009-04-012	Dilapidated House	Nationwide Mortgage Service	4784 Roswell Rd Atlanta, GA 30342
15	637 Hallyburton St 009-04-006	Dilapidated House	Brian Donald	P.O. Box 567 Griffin, GA 30224
16	720 Hallyburton St 009-05-007	Dilapidated House	DBA Thompson Properties	301 W. Broad St Griffin, GA 30223
17	717 Hallyburton St 009-03-012	Dilapidated House	Michele Garrett	3413 Rockmill Rd Ellenwood, GA
18	525 Belle Street 009-01-047	Dilapidated House	Harvey Booker	44 Shamrock Cr Griffin, GA
19	507 N. 13th Street 009-03-009	Dilapidated House	Andrew Zaprzala	4269 Moccasin Trl Woodstock, GA
20	448 Belle St 009-05-002	Dilapidated House	Auora Loan Services Inc	601 5th Avenue Scottsbluff, NE
21	548 N. 13th Street 009-02-004	Dilapidated House	Garden Gate Investment	1874 Piedmont Rd Atlanta, GA 30324
22	726 Ellis Street 009-05-013	Dilapidated House	Darrell Whatley, ETAL	415 W. Solomon Griffin, GA 30223
23	818 Hallyburton St 009-01-032	Dilapidated House	Stuart Thompson	618 Kincaid Ave Griffin, GA 30224
24	817 W. Quilly Street 009-01-005	Dilapidated House	Shyla Kay Vaughn	116 S. 6th Street Griffin, GA 30223

POLICY RECOMMENDATIONS

Area Housing Policies:

1. Utilize substandard housing abatement program to demolish vacant substandard houses.
2. Develop standards for infill housing so as to establish a character for the block and neighborhood.
3. Encourage private and non-profit assistance for job training and social service assistance.
4. Encourage the upgrading of deteriorating structures to standard building code.
5. Investigate methods to increase opportunities for resident's ownership of properties.
6. Involve absentee property owners in efforts to improve neighborhood appearance and safety.
7. Enhance policing activities within the plan area and surrounding neighborhood.

Land Use Policies:

1. Encourage re-subdivision of land with the plan area and surrounding area
2. Encourage the development of vacant lots with owner occupied houses
3. Develop program to amortize non-conforming uses within the plan area.

Transportation /Circulation Policies:

1. Develop sidewalk installation program within the plan area
2. Initiate a road enhancement program
3. Review rights-of-way within the plan area and surrounding neighborhood

Capital Improvement Policies:

1. Develop an improvement program for water and sewer systems
2. Investigate means to enhance capacity and stability of systems
3. Review and initiate a clean-up of creek and stream beds

Property Management Policies:

1. Institute a program to clear and clean vacant lots
2. Enhance existing solid waste pickups
3. Develop program to cut and clean overgrown lots
4. Encourage the removal of inoperable vehicles from the neighborhood

Targeted Properties - Vacant Overgrown and Vacant Substandard Structures:

The properties listed as vacant overgrown and or contain dilapidated structures shall comply with the requirements listed below for the removal of slum and blight from the Fairmont Neighborhood. Targeted Vacant Overgrown and Dilapidated Structures Properties Policies:

1. The owner of a vacant overgrown property identified in the list above shall submit a plan to the Building Safety Division Inspector outlining the problems to be corrected. The plan shall also illustrate the construct of a new single-family dwelling unit for the site that shall meet the minimum heated space requirement of 1,250 square feet. There shall be a strict timeline outline in the plan as to the completion of the action. The completion for clearing the property shall not exceed 15 days from submittal of the plan and (6) months for the construction of the new dwelling unit. The failure to comply with the above listed requirement shall result in the City of Griffin seeking condemnation of the property.

2. The owner of a property that is overgrown and contains a dilapidated structure "dwelling unit" shall submit a plan to the Building Safety Division Inspector outlining the problems with the structure and or property to be corrected. The plan shall detail the clearing of the property of vegetation and debris and the demolition and replacement of all dilapidated structures. There shall be a clear and concise timeline outlining the completion of all the actions. The completion for clearing the property shall not exceed 15 days from submittal of the plan and 30 days for the demolition of the dilapidated structure. The failure to comply with the above listed requirements shall result in the City of Griffin seeking condemnation of the property.

3. The owner of a property that contains a dilapidated structure "dwelling unit" shall submit a plan to the Building Safety Division Inspector outlining the problems with the structure to be corrected. The plan shall detail the rehabilitation of the structure that meets all required City of Griffin Building and Housing Codes. The completion for rehabilitation of the dilapidated structure shall not exceed 30 days from submittal of the plan. The failure to comply with the above listed requirements shall result in the City of Griffin seeking condemnation of the property.

4. Sell property to the City of Griffin to be demolition, clear or resell for the construction of adequate safe housing and revitalize neighborhood.

IMPLEMENTATION

Area Housing:

1. Continue substandard abatement program utilizing building inspector to implement the program.
2. Create conservation overlay district with design guidelines for all vacant lots
3. Request Griffin Spalding Collaborative, Griffin Technical College to assist with providing direct support services to the plan area and surrounding neighborhood
4. Reapply for Community Development Block Grant (CDBG) funds to assist with owner occupied housing rehabilitation and to strictly enforce the building codes for rental properties.
5. Enhance CDBG application to include CHIP funds for $400,000 toward down payment and closing cost assistance.
6. Engage absentee property owners via correspondence and enforcement of codes to improve their properties for a safe and livable neighborhood
7. Engage in consistent and aggressive community policing activities within the plan area and surrounding neighborhood and reactivate the Watch and Pray program.

Land Use:

1. Under the Fairmont Neighborhood Urban Redevelopment Plan, institute a change in the zoning to allow for uniform land re-subdivision
2. Notify absentee property owners of the city's goals for their property and give them first option to build on the property, or utilize the city's condemnation powers; place covenants on vacant parcels that dictate homeownership once built
3. Enforce substandard building program to tag vacant non-conforming uses; enforce non-conforming provision of the zoning code.

Transportation/Circulation:

1. Utilize sidewalk funds in City budget for plan area and surrounding neighborhood
2. Focus repaving and curbing in long underserved areas
3. Measure and record all road widths and rights of ways within the plan area and surrounding neighborhood.

Capital Improvements:

1. Study the water and sewer systems within the plan area and surrounding neighborhood to ascertain the scope of the problem
2. Submit CDBG application for water and sewer system upgrade and improvement
3. Clean all creeks and stream bed of debris to assist with flow reduction within the plan area and surrounding neighborhood

Property Management:

1. Strictly enforce the nuisance codes on all vacant properties and process landlords through the court system
2. Increase trash and solid waste pickups within the plan area and surrounding neighborhood; institute roving trash patrol to cut down on debris pile ups
3. Clear and clean all vacant properties and serve liens against those properties for costs associated with the clean up.

IMPLEMENTATION PROGRAM
THOMASTON MILL PLAN

Housing/Area Livability

Description	Timeframe Begin/End	Responsible Agency (s)
Continue substandard abatement program utilizing building inspector to implement	Ongoing	Planning and Development
Create conservation overlay district with design guidelines for all vacant lots	Under Construction	Planning and Development
Request Griffin Spalding Collaborative, Griffin Technical College to assist with providing direct support service to the plan area and surrounding neighborhood		Planning and Development
Reapply for Community Development Block Grant (CDBG) funds to assist with owner occupied housing rehabilitation and to strictly enforce the building codes for rental properties.		Planning and Development
Enhance CDBG application to include CHIP Grant for $400,000 toward down payment and closing cost assistance.	April 2008 - Continuous	Planning and Development
Engage absentee property owners via correspondence and enforcement of codes to improve their properties for a safe and livable neighborhood	Ongoing	Planning and Development And Code Enforcement
Engage in consistent community policing activities within the plan area and surrounding neighborhood and reactivate the Watch and Pray program.		Public Safety
Public educational sessions with stakeholders	Various	Planning and Development

THOMASTON MILL PLAN

Land Use

Description	Initiation Year	Cost Estimate	Responsible Agencies
Under the Thomaston Mill Neighborhood Urban Redevelopment Plan, institute a change in the zoning to allow for uniform land re-subdivision		N/A	Planning and Development
Notify absentee property owners of the city's goals for their property and give them first option to build on the property, or utilize the city's condemnation powers; place covenants on vacant parcels that dictate homeownership once built		N/A	Planning and Development
Enforce substandard building program to tag vacant non-conforming uses; enforce non-conforming provision of the zoning code.	Ongoing	N/A	Planning and Development And Code Enforcement

IMPLEMENTATION PROGRAM
THOMASTON MILL PLAN

Transportation/Circulation

Description	Initiation Year	Cost Estimate	Responsible Agency(s)
Utilize sidewalk funds in budget for plan area and surrounding neighborhood		N/A	Public Works
Focus repaving and curbing within the Thomaston Mill Neighborhood		N/A	Public Works
Measure and record all road widths and rights of ways within the plan area and surrounding neighborhood		N/A	Public Works

Capital Improvements

Description	Initiation Year	Cost Estimate	Responsible Agency(s)
Study the water and sewer systems within the plan area and surrounding neighborhood to ascertain the scope of the problem	Ongoing	N/A	Public Works
Submit CDBG application for water and sewer system upgrade and improvement	Dec 2012	20% Match	Planning and Development And Public Works
Clean all creeks and stream bed of debris to assist with flow reduction within the plan area and surrounding neighborhood		N/A	Public Works

IMPLEMENTATION PROGRAM
FAIRMONT NEIGHBORHOOD PLAN

Property Management

Description	Initiation Year	Cost Estimate	Responsible Agency(s)
Strictly enforce nuisance codes on all vacant properties and process landlords through the court system	Ongoing	N/A	Code Enforcement
Increase trash and solid waste pickups within the plan area and surrounding neighborhood; institute roving trash patrol to cut down on debris pile ups		N/A	Central Services
Clear and clean all vacant properties and serve liens against those properties for costs associated with the clean up		N/A	Public Works and Central Services
Strictly enforce the inoperable vehicle ordinance	Ongoing		Code Enforcement
Create a neighborhood association made up of all homeowners and as many renters as possible		N/A	Planning and Development
Strictly enforce the zoning ordinance with regards to permitted land uses within the zoning district	Ongoing		Code Enforcement

COMBATING CRIME AND BLIGHT TO RESTORE THE FAIRMONT NEIGHBORHOOD

1. INTRODUCTION

Following the closing of two major mills within the City of Griffin, a massive loss of jobs, safe environments and quality housing negatively impacted our mill neighborhoods. A decade later, these original mill communities continue to suffer from the considerable loss of population, high unemployment rates, substandard housing and inadequate infrastructure. High poverty rates are consequences of low homeownership rates, low paying jobs and deteriorated housing conditions. Violence continues to plague our neighborhoods, leaving youth and families affected in ways that are too terrifying for most of us to comprehend. Crime statistics point to troublesome trends in the lives of the low-income and homeless population. Our community services are under-funded, often resulting in children without proper nutrition or dwelling quarters, rising high school drop-out rates, youth without jobs and after school activities, and adults without homes. The City of Griffin is increasingly concerned about the adverse influences that have emerged as a result of our deteriorating communities. These concerns have ignited a spark for City Staff to recognize the root causes, understand the origins and implement strategies that will eliminate this cycle of unsafe environments.

2. SCOPE

The City Manager has devised an initiative to retain our neighborhoods, and regain a strong sense of place for residents. The scope of this plan is to deter crime and improve housing conditions in order to create safer and livable communities. This plan will promote policies, programs and projects that lead to positive changes for the future. The intent of this plan is to serve as a guide to assist City Personnel in addressing and implementing policies and that will support the overall objectives of improving our neighborhoods.

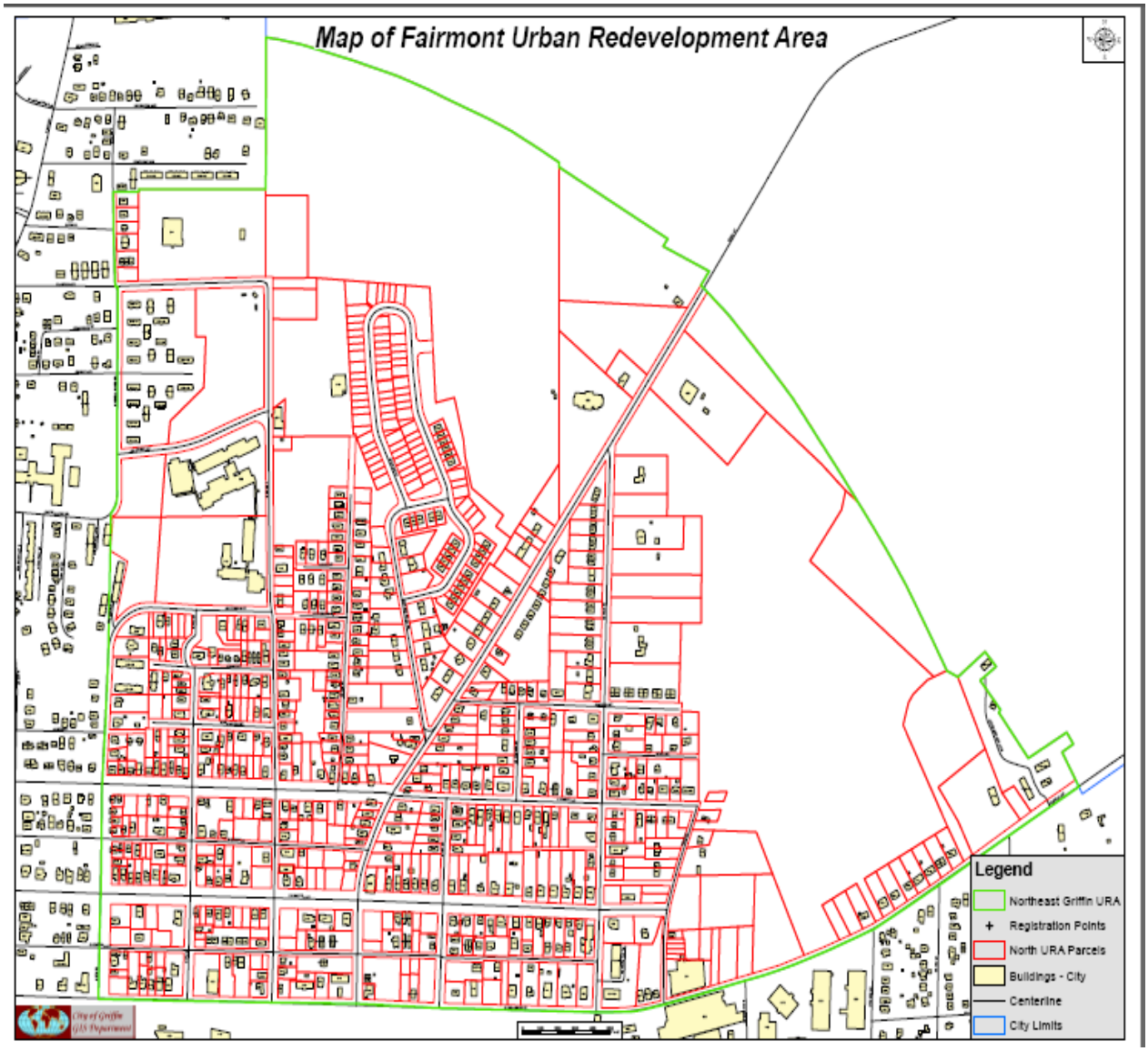
3. GOALS:

The measure of the City's success is dependent on meeting the demands of our communities in a way that can be sustained with available resources. Six primary goals have been identified to focus on actions to maintain, renew, and revitalize or transform existing neighborhoods to meet the needs of residents now and in the future. The primary goals of this initiative include the following:

- To enhance community and individual well-being;
- To protect and improve the environment;
- To create safe, healthy and vibrant neighborhoods;
- To provide superior service to our citizens;
- To encourage revitalization of blighted neighborhoods; and
- To create cleaner and greener neighborhoods.

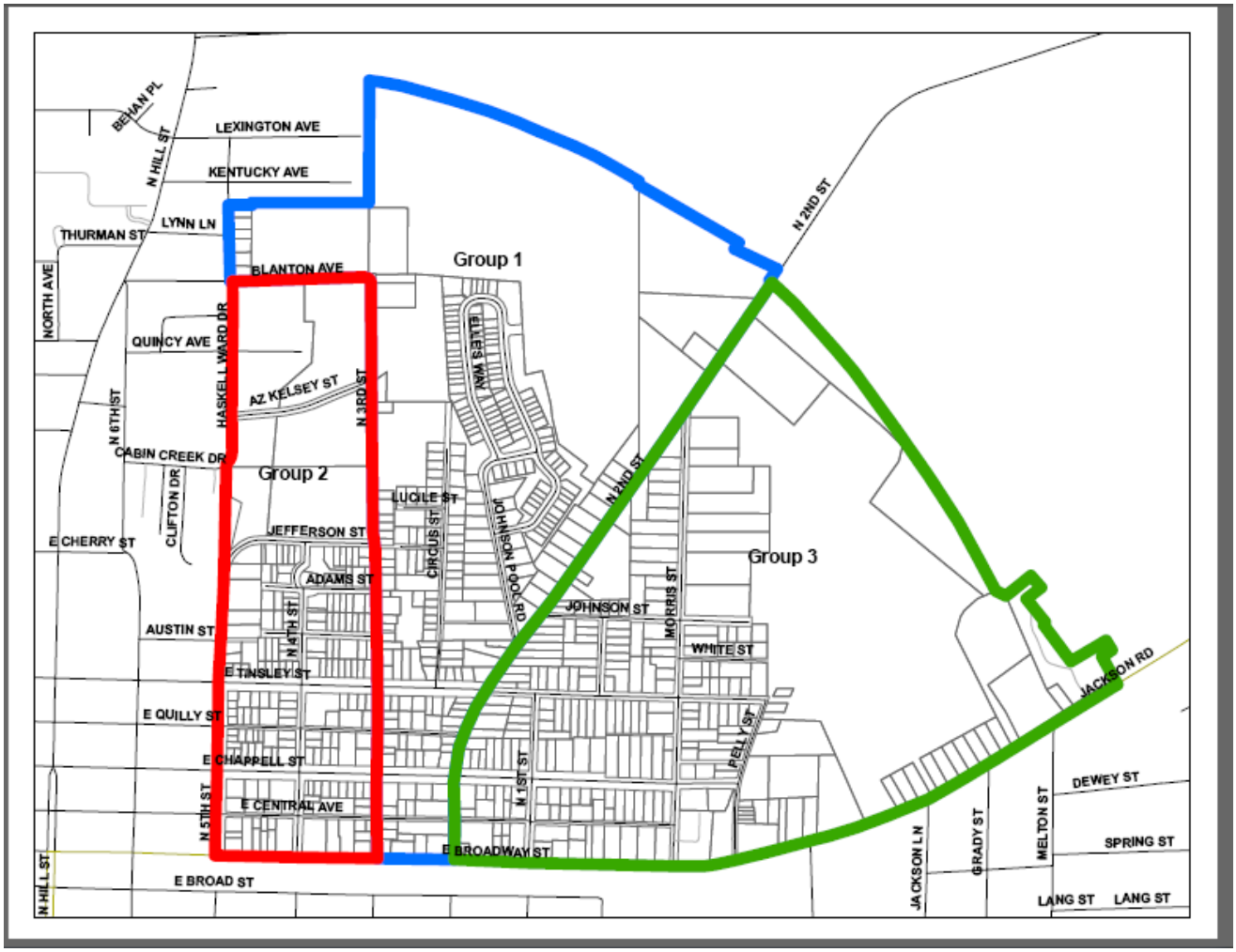
TARGET AREA:

The Fairmont Neighborhood Redevelopment Plan is bordered to the south by Broadway Street, to the east by Jackson Road and to the north by Blanton Avenue and to the west by Haskell Ward Dr/ 5th Street. This boundary includes East Tinsley Street, Johnson Pool Road, Adams Street, Jefferson Street, North 1 Street and Morris Street.



STRATEGIC APPROACH:

In order to attack the problems of crime and inadequate facilities, the city recommends a piece-meal strategy to wipe out crime, restore appearance of the neighborhood, and regain a sense of safety and place for residents. The target area has been separated into seven (3) sub-areas to provide an effective opportunity to focus on specific blocks of the community.



4. CITIZEN PARTICIPATION

Citizen involvement is crucial to achieving a triumphant victory over the well being of our neighborhoods. Citizens reduced feelings of safety in the community and loss of enjoyment to engage in activities has fabricated distrust and fear of others. City Departments must implement strategies that encourage effective communication and build public trust between residents and City Staff. It is essential that the City develop solid mechanisms for citizen participation and input and strengthen neighborhood organizations to regain trust and build strong relationships among residents and the local government. To that fact, Planning and Development Department has conducted three (3) community meetings (November 29 2011; January 30, 2012 and March 1, 2012) in the Fairmont Community Center. The Community Center is a central meeting place for residents that offer meeting space plus recreation. Additionally, commitment and partnerships with a diverse array of community, business, and faith-based organizations are valuable resources that will enhance the City's initiative to take back its neighborhoods.

5. ACTION STRATEGIES

The overall success of this project is dependent upon the cooperative efforts of several departments throughout the City. The sections that follow will detail and illustrate a collaborative vision for the City of Griffin. The City Manager seeks to prioritize fundamental strategies to assess the issues that impact the daily lives of our citizens. The City of Griffin will take an organized approach to find solutions to the ongoing issues of crime, substandard housing, and inadequate infrastructure. Public Safety, Planning and Development, Griffin Power and Public Works have recommended strategies to combat crime and blight to improve the quality of our neighborhoods. This plan examines the approaches for each department, steps to properly implement the strategies, and challenges that departments may encounter as they set out to achieve the goals of this plan.

6. TIME SCHEDULE

It is anticipated that short-term strategies, which require available resources, will generate visible results within one-year. Priority will be given to aggressively complete the short-term approaches. Several ongoing and long-term approaches have been identified. Long-term strategies, such as crime prevention and revitalization of housing are recommended to have an extensive time span over the next five (5) years. A short-term schedule and a long-term comprehensive plan are incorporated at the end of this document to illustrate the time frame recommended to complete each task.

7. ASSESSMENTS

Assessments are vital to monitor the progress of this initiative. Any strategy that lacks an effective way to evaluate its success or failure is not complete. Meaningful performance criteria must be established. Each department will seek mechanisms to measure the success of policies and projects. Citizen satisfaction surveys, property values, calls for service, code enforcement, sanitation complaints, and "before and after" snapshots of our communities will be utilized to measure the overall success of this plan.

PUBLIC SAFETY

- Public Safety is challenged with the responsibility to lower crime and promote safety within neighborhoods. As crime continues to escalate, Public Safety must take stronger efforts to attack this growing issue by integrating proactive crime reduction and crime prevention polices. Additionally, the perception of safety in a neighborhood is often tied to appearance. The enforcement of minimum housing code violations must be assertively executed to clean up our neighborhoods.

- **ACTION STRATEGY:** ORGANIZE ADDITIONAL COMMUNITY POLICING EFFORTS

STEPS:

1) **Assign police officers to patrol the target area:** Currently, two police officers are assigned to the target area. Public Safety recommends a strategy to guarantee that police protection is available 24 hours a day within this area. A patrol unit from each shift will remain between calls for service. This continuity will provide an opportunity for daily contact and ensure that officers are aware and informed of the community's current priorities.
2) **Increase work hours for police officers:** Implementing an overtime policy to increase patrol officer presence in the community would greatly assist in community policing efforts. This strategy would reduce response time to citizen's calls for service and maximize officer safety by providing more officers to cover each other.
3) **Institute foot and bike patrol:** A foot/bike patrol unit can effectively reduce crime by offering high visibility, presence, and enforcement activity. A major advantage of foot and bike patrol is its ability to allow more one-on-one contact with the general public.
4) **Launch periodic drug sting operations and driver's license checks:** Police will schedule periodic sting operations and driver check points within the target area to swiftly reduce crime in this neighborhood. These operations will involve high police visibility and numerous arrests.
5) **Utilize Special Investigative Unit (SIU) Services:** SIU must be fully committed to provide significant and crucial services to the target area. These investigators will prioritize their duties to conduct warrant sweeps, surveillance on known violators and other investigations of criminal offense within this area.
6) **Establish periodic benchmarks to monitor success:** The Police Department will establish performance measures to access the overall results of this initiative. It will include citizen surveys, tracking of citizen complaints, before and after crime statistics, and quarterly reports detailing the outcomes of various strategies to reduce crime in this area.

❖ **ACTION STRATEGY:** INCREASE COMMUNITY AWARENESS REGARDING CRIME PREVENTION

STEPS:

1) **Restore Watch and Pray Program:** Revitalize and increase the capacity of the Neighborhood Watch and Pray Program. This strategy will heighten resident involvement and serve as a positive deterrent to crime.
2) **Additional Crime Preventions Program:** Look at additional crime prevention programs which targets the protection of specific victims such 1) Drug Abuse; 2) Domestic Violence; 3) Juvenile Safety; 4) Residential Security; and 5) Senior Citizens/Elderly Crime Prevention.

❖ **ACTION STRATEGY:** IMPROVE METHODS TO AGGRESSIVELY ENFORCE HOUSING CODE REGULATIONS

STEPS:

1) **Interact with Planning and Development Services:** Police officers will work with City Inspectors to strictly enforce health and safety issues.
2) **Schedule routine site visits:** Police officers, with assistance from City code inspectors will conduct windshield surveys of the area to identify code violations and issue citations when necessary.

❖ **ACTION STRATEGY:** CONTINUE TO ACTIVELY ENFORCE ANIMAL CONTROL REGULATIONS

- Animal control must focus on this area to enforce animal control regulations by scheduling routine site visits and providing quick response to citizen concerns.

PLANNING AND DEVELOPMENT SERVICES

- Planning and Development Services offers an opportunity to directly guide the revitalization efforts of this initiative. This department will focus on strategies to ensure demolition of dilapidated structures, to establish positive land use and zoning techniques, and encourage homeownership and a variety of housing types in this area. This department must aggressively seek federal and state funding and institute quality public/private partnerships that will embark on the reinvestment of the Fairmont Neighborhood.

❖ **ACTION STRATEGY** – AMEND ZONING ORDINANCE

STEPS:

1) **Encourage Traditional Neighborhood Development (TND):** This concept of neighborhood development emulates towns built prior to the automobile-dominated suburbs of today. TNDs have the ability to control architectural design standards, preserve natural green space and provide traditional development standards such as sidewalks, tree-line streets, and porches. These developments offer a mix of uses and integrated housing types and price ranges. The existing infrastructure of this neighborhood and grid street patterns offers great potential to create a traditional neighborhood development community.
2) **Revise Redevelopment Overlay District Standards:** This planning tool encourages infill development through the redevelopment of residential properties within the confines of the overlay district and addresses concerns related to redevelopment in older neighborhoods. This concept can also control architectural design standards for construction of buildings.
3) **Reduce minimum lot and housing sizes:** Current residential zoning standards for lot sizes do not maximize the full potential of reinvestment into this community. A more practical zoning district must be established to offer smaller lot and housing sizes.
4) **Establish Tougher Demolition Regulations:** Amend the code to ensure strict demolition codes are in place to effectively remove5 dilapidated houses.

❖ **ACTION STRATEGY** – ELIMINATE SUBSTANDARD HOUSING

STEPS:

1) **Hire a Housing Code Enforcement Inspector:** The housing code enforcement inspector shall serve as the hearing officer when a hearing is required and also assist in the preparation of the legal documents, and the issuance of demolition permits.
2) **Identify Dilapidated Housing:** Utilize completed housing survey to identify all deteriorated and dilapidated houses.

3) **Issue Citations and Warrants:** Work with the Police Department to ensure citations and warrants are properly issued.
4) **Establish an internal demolition policy:** Current department policy for demolition reviews must be modified. City staff must examine existing ramifications of the current process for demolition reviews. Procedures should be streamlined, if necessary.
5) **Initiate Court Proceeding to Demolish Structures:** Planning and Development must aggressively use legal mechanisms to successfully demolish dilapidated buildings when the owner refuses to demolish a structure. The Department must have thorough knowledge of its proceedings and properly prepare legal documents.
6) **Maintain Housing Inventory:** The Department must maintain a housing inventory which identifies existing deteriorated and dilapidated houses and demolished buildings.

❖ **ACTION STRATEGY:** ADOPT A NEIGHBORHOOD REDEVELOPMENT PLAN (In-Progress)

- This plan will further address housing issues and be used as a guide to ensure proper redevelopment within this specific neighborhood. It will discuss effective mechanisms to increase homeownership, identify incentives for redevelopment, and promote a better quality of living for residents.

❖ **ACTION STRATEGY:** ENCOURAGE INFILL DEVELOPMENT

STEPS:

1) **Establish Development Incentives:** The City must establish incentives to encourage infill development for developers. City Personnel must look at incentive strategies relative to density, tax abatements, installation of public infrastructures, housing types, etc.
2) **Community Housing Development Organization (CHDO):** CHDO is a private nonprofit, community-based service organization whose primary purpose is to provide and develop affordable housing for the community it serves. Negative housing issues are apparent within our community. Therefore, the City must seek opportunities to support and fund community housing development organizations. This organization would greatly assist the City in eliminating substandard housing and increasing homeownership rates for existing residents.
3) **Assist non-profit Community Development Corporations:** These organizations work with the community to promote and expand economic opportunities. They serve as a valuable resource to assist in leveraging public and private funds through grants, equities and conventional financing. The City should work closely with these organizations to stimulate business development and sustain the supply of safe, decent and quality affordable housing.

❖ **ACTION STRATEGY:** SEEK FEDERAL AND STATE FUNDING

- The City must make an earnest effort to seek funding for redevelopment. Several federal and state funding opportunities are available for our community. Staff must be knowledgeable of these funding opportunities. City Personnel must build working relationships with public and private organizations that have an interest in the well-being of this community. The City of Griffin must be willing to provide a match to leverage development costs.

❖ **ACTION STRATEGY:** ESTABLSH EFFECTIVE PARTNERSHIPS

STEPS:

1) **Habitat for Humanity:** Encourage Habitat for Humanity to construct single-family structures on vacant lots.
2) **Square Foot Ministries:** Encourage Square Foot Ministries to construct single-family structures on vacant lots.
3) **Non-profits and faith-based organizations:** Encourage non-profits and faith-based organizations to reinvest this neighborhood.
4) **Work with Citizen Advisory Panel:** The Citizens Advisory Panel is an excellent source to gain feedback about the visioning process for restoring this neighborhood. City representatives will attend the scheduled meetings and present a plan of action to the panel. Working with this panel will ensure all areas of concern are properly addressed and implementation strategies are supported by citizens.

❖ **ACTION STRATEGY:** ENCOURAGE REHABILATION OF HOUSING

STEPS:

1) **Identify Deteriorated Housing** - Identify houses that are in need of rehabilitation in the area.
2) **Encourage homeowners in the neighborhood to rehabilitate their homes:** - Seek programs that offer financing incentives for homeowners to repair their homes.
3) **Paint-A-House Program** - Encourage various private and nonprofit organizations to adopt a house in the neighborhood. Organize a program for local organizations, residents, and other volunteers to participate in efforts to paint a house within the target area. This program should target elderly homeowners within the area.
4) **Encourage Landlord to Rehabilitate Rental Properties –** Identify major landlords in the target area. Coordinate a meeting with landlords to inform them of the need to rehabilitate their properties. Establish strict regulations to ensure the rehabilitation of rental properties is properly enforced.

PUBLIC WORKS

- Public Works primary objective is to ensure adequate public facilities, infrastructure and sanitation services are provided to City residents. This department provides the necessary resources to eliminate material pollutants from this neighborhood. The focal point of Public Works must be to initiate practical clean-up strategies to eradicate trash and debris from the target area.

  - **ACTION STRATEGY:** CONDUCT ADDITIONAL ENVIROMENTAL CLEAN-UP EFFORTS

STEPS:

1) **Schedule Additional Pick-ups:** Institute enhanced sanitation pick-up services (three pick-ups per week) for a short period to maximize the clean up impact.
2) **Restore Amnesty Week Program:** This program allows homeowners to be granted amnesty for overgrown and littered lots. The city will volunteer services to cut and scrape overgrown vegetated land and eliminate debris on lots. The City will also designate trash and debris drop-off points within the neighborhood. The residents will be allowed to drop off any trash, debris or environmentally hazard substances at the specific drop-off points within the target area.
3) **Adopt-A- Street-Program:** Coordinate Adopt-A-Street Program. Work with local schools, churches and other organizations to Adopt-A-Street. This organization will schedule monthly clean-up efforts to pick up litter on local streets and public parks.

  - **ACTION STRATEGY:** IMPROVE STREETSCAPES

STEPS:

1) **Identify Deteriorated Streets:** Set high priorities in transportation budget to repair and resurface deteriorated street within target area.
2) **Identify Deteriorated and or non-existent sidewalks:** Set high priorities in transportation budget to repair and install sidewalks within the target area.
3) **Identify Inadequate Rights-of-ways:** Set high priorities to place right-of-way improvements for this area on short and long term tier schedules for transportation.

  - **ACTION STRATEGY: ELIMINATE NUISANCES**

STEPS:

1) **Identify and Eradicate Littered Lots:** Strictly enforce regulations to issue citations to homeowners that refuse to remove litter from properties.
2) **Identify and Eradicated Overgrown Lots:** Strictly enforce regulations to issue citations to homeowners that refuse to maintain lawns.

3) **Identify and Eradicated Inoperable Automobiles:** Strictly enforce regulations to issue citations to homeowners that refuse to remove inoperable automobiles from property.
4) **Consistently Monitor Neighborhood with Rowing Inspections:** Consistently monitor target areas and provide progress reports to identify results of eliminating nuisances from the target area.
5) **Encourage rental landlords to maintain property:** Work with rental landlords to maintain lawns, minimize litter and debris, and seek affordable methods to landscape properties.

❖ **ACTION STRATEGY:** ENHANCE SANITATION SERVICES

STEPS:

1) **Offer Public Awareness Programs:** Work with residents to teach the importance of sanitation for the health, safety and welfare of the neighborhood.
2) **Additional rollout bins or trash cans:** Place additional rollout bins within specific blocks of the neighborhood to discourage litter.
3) **Maintain overgrown lots:** Any lots that are acquired by the City from demolition must be properly maintained by Public Works.
4) **Institute a short-term lawn maintenance program:** Identify overgrown lots. Work with landlords and homeowners to cut and scrape overgrown program. For a reasonable fee, property owners can request that overgrown lots be cleared of debris by Public Works.

❖ **ACTION STRATEGY:** UPGRADE WATER AND SEWER LINES

STEPS:

1) **Identify and replace deteriorated water lines and hydrants:** Conduct an inventory to identify deteriorated water lines and hydrants. Repairs and replacements will be made as necessary.
2) **Identify and replace deteriorated sewer lines:** Conduct an inventory to identify worn and outdated sewer lines. Repairs and replacements will be made as necessary.

GRIFFIN POWER

- This department is a local utility company which supplies electric power and energy services to Griffin businesses and residents. Quality electrical services must be provided in this neighborhood to ensure cleaner and safer neighborhoods.

  - **ACTION STRATEGY:** CONDUCT ELECTRICAL GRID UPGRADES

STEPS:

1) **Identify and replace rotten poles:** Conduct an inventory to identify rotten electrical poles and make necessary replacements.
2) **Identify and replaced outdated circuits:** Conduct an inventory to identify outdated circuits and make necessary replacements.
3) **Conduct Inspections on low tension lines and breaker systems:** Consistently inspect low tension lines and breaker system to ensure quality services.

8. CHALLENGES

- The challenges faced by each department are expected to be very minimal. However, it is important that those challenges be explored in order to ensure a positive balance for meeting the objectives of this initiative.

  - **MANPOWER**

    Available manpower should be sufficient in most departments to restore Griffin neighborhoods. However, we must acknowledge that this manpower may not be readily available to offer a swift transition as anticipated. Current understaffing of departments could create unexpected delays as a result of other daily responsibilities of each department. Planning Department must seek additional staff to work solely with substandard housing and housing code violations. Additionally, Public Safety, Griffin Power and Public Works must create innovative techniques to manage the existing workload with the additional duties of providing a safer and cleaner environment for Fairmont Neighborhood residents.

  - **COMMUNITY PARTNERSHIPS**

    Currently, community organizations that support revitalization and reinvestment in Griffin neighborhood are very few. The City of Griffin must be aggressive in partnering with public and private organizations that have available resources to assist our deteriorating communities. We must continuously provide necessary support and assistance to community organizations. These stronger community partnerships will ultimately lead to an improvement in the quality of life for all Griffin residents.

- **FUNDING**

  The major short-term goals of this initiative require minimal funding that is currently available. As we look forward to achieving the overall victory of this plan, methods to acquire additional funding is vital to its success. The City must set aside funds to assist in leveraging potential grants and private funds to assist in revitalization efforts.

- **TECHNOLGY AND OTHER RESOURCES**

  Proper maintenance of databases for inventory will require quality technological devices and programs. Additionally, efficiencies in housing, crime and infrastructure can be captured through advanced technology such as Geographic Information Systems (GIS). Each department must seek cost-effective strategies to utilize advanced technology and provide accurate results.

CONCLUSION

This initiative marks a significant attempt to attack crime and blight within Griffin neighborhoods. This strategic plan will help guide and focus the City of Griffin's resource strategies in protecting and promoting safer and cleaner neighborhoods. The City of Griffin will use a balanced combination of enforcement and outreach approaches to accomplish its mission and work toward meeting the goals in the strategic plan. The City of Griffin will also review the plan periodically and make adjustments in goals and strategies as necessary. The City government faces enormous challenges that will impact the progress of this program. As we recognize those challenges, we must embrace on the "New Beginnings" for Griffin residents and look forward to building a more progressive and vibrant City of Griffin.

Planning & Development Services
Planning & Zoning | 100 S. Hill Street - P.O. Box T | Griffin, GA 30224
P 770.233.4130 F 770.233.2915 W www.cityofgriffin.com

Memo

To: Board of Commissioners

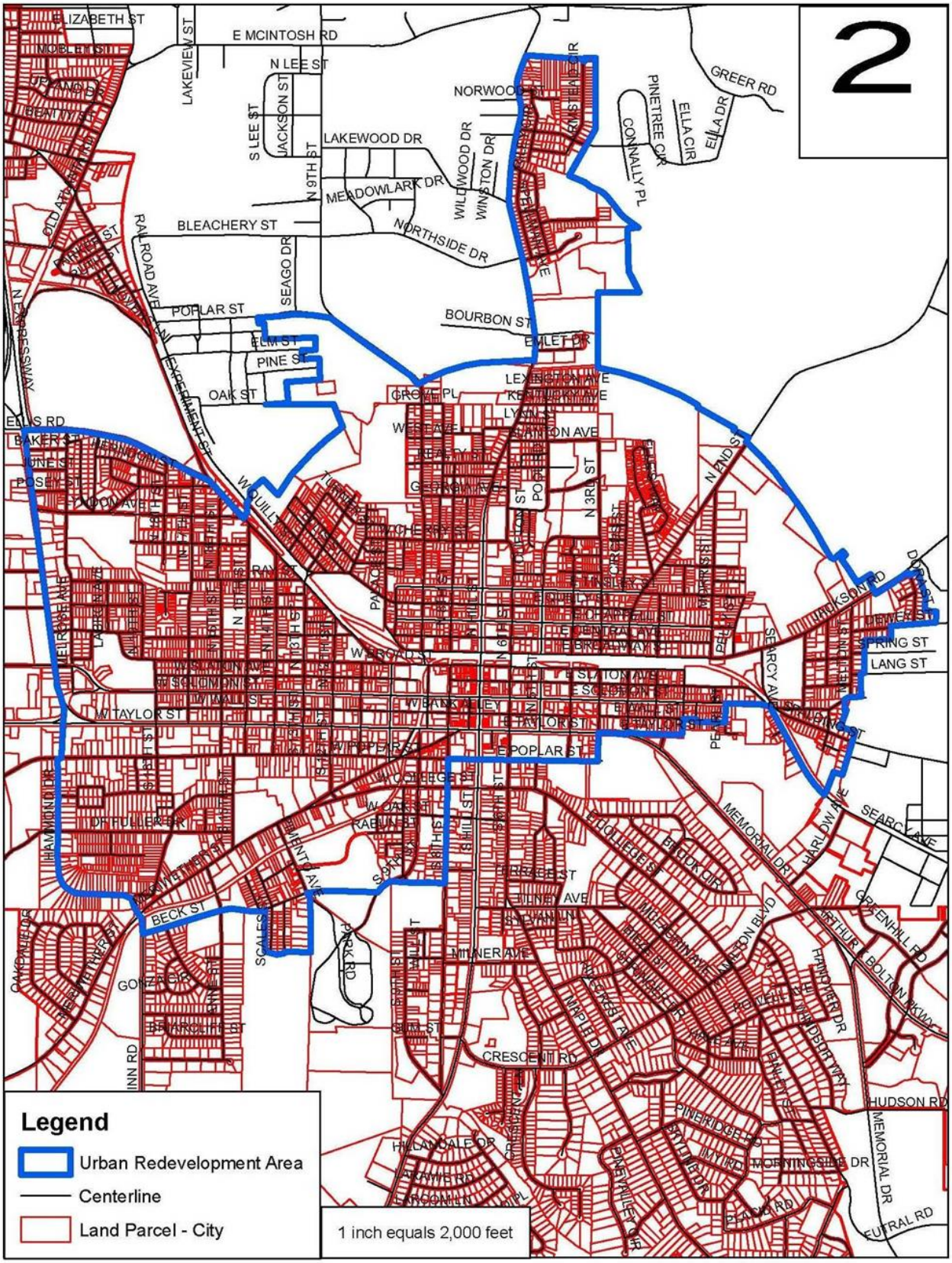
From: Chad Jacobs, Director Planning & Development

Date: August 22, 2023

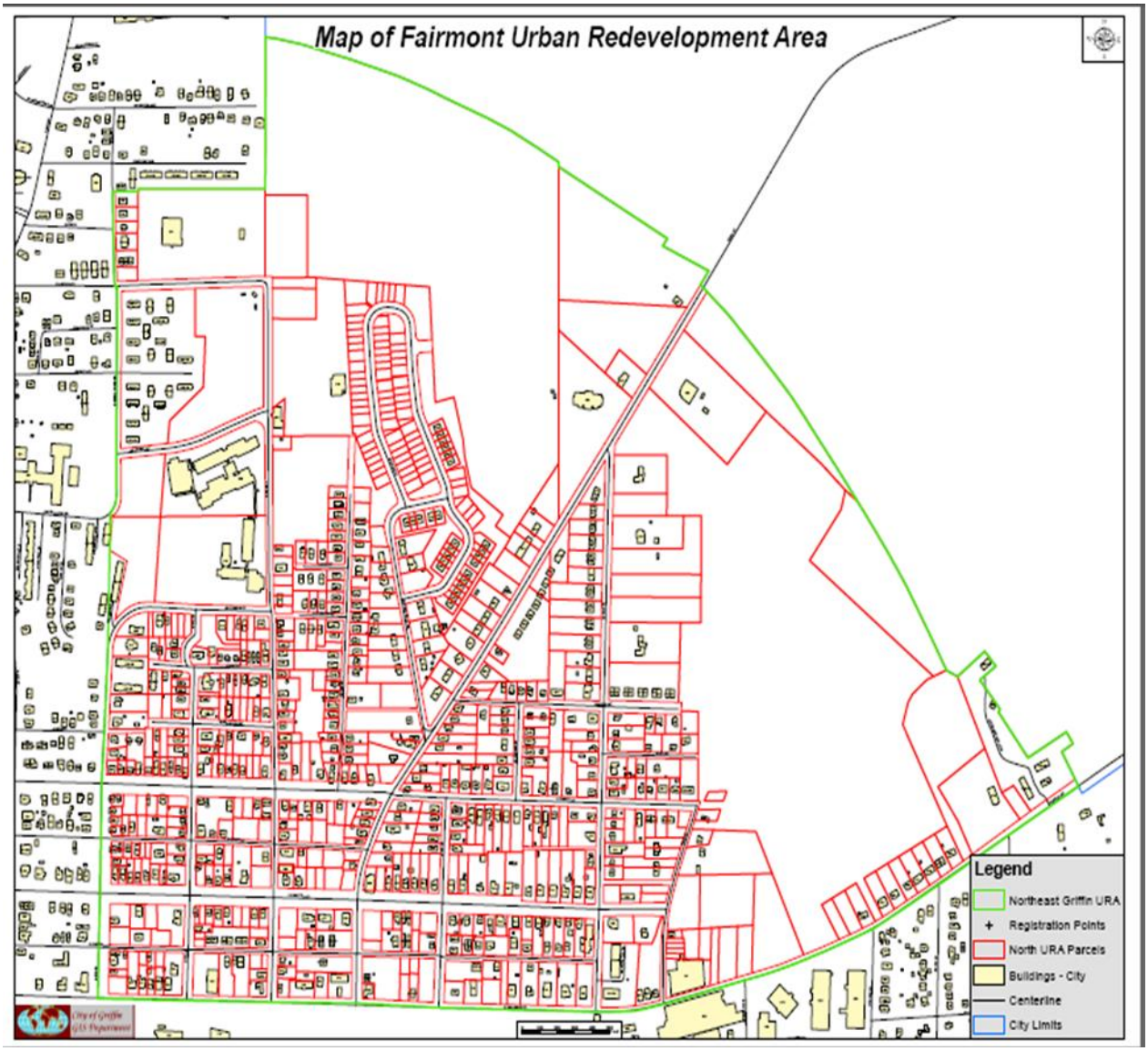
Subject: 2007 Fairmont Redevelopment Plan Re-adoption

As you are aware, we are working with the Griffin-Spalding Housing Authority and their partner, Collaborative Housing Solutions to develop two multi-family projects utilizing the Low-Income Housing Tax Credit (LIHTC) incentive at 512 North 6th Street and at 415 Jefferson Street. On July 25th, 2023, you approved rezoning of these properties amending to High Density Residential – A and adding the Special Housing Revitalization Overlay District for these projects. In order for the 4% "scattered site" LIHTC application to remain competitive, we must strive to qualify for as many points as possible. The category for Revitalization Plans represents a potential 5-7 points and is extremely important in helping bolster the overall point total. In order to be eligible for those points, the redevelopment plan must be adopted within the last ten (10) years of the application submittal which is to be submitted in October. This is only reason to request re-adoption of the current plan. The current plan will support the proposed tax credit application. If you remember, this follows a similar process with respect to the Downtown Redevelopment Plan re-adoption we requested and you approved in March 2022. Staff is making plans to update the Fairmont Redevelopment Plan once we have completed the overall Comprehensive Plan update.

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A RESOLUTION

A RESOLUTION TO RE-ADOPT THE FAIRMONT NEIGHBORHOOD URBAN REDEVELOPMENT PLAN, PURSUANT TO THE AUTHORITY OF GEORGIA URBAN REDEVELOPMENT ACT (O.C.G.A. §36-61-1, et seq.); AND TO RE-APPROVE THE FAIRMONT NEIGHBORHOOD URBAN REDEVELOPMENT PLAN.

WHEREAS, the Fairmont Neighborhood Redevelopment Area is defined as the areas located north of Downtown Griffin and is bordered to the south by Broadway Street, to the east by Jackson Road, to the north by Lexington Avenue and to the West by North Hill Street, to include Blanton Ave, Lynn Lane, Haskell Ward Dr, Kentucky Ave, Crawford St, AZ Kelsey St, Cabin Creek Dr and Jefferson St., to name a few. This area is located within the Fairmont Neighborhood, which is considered as the north side or 2nd Ward.

WHEREAS, the residents and City staff have prepared an Urban Redevelopment Plan to address blight conditions and underutilized areas and neighborhoods; and

WHEREAS, the City Commission makes the following findings: that the Fairmont Neighborhood Area conforms to the comprehensive plan for the City of Griffin; and that the Plan affords maximum opportunity for rehabilitation and redevelopment; and

WHERAS, re-adoption of this Plan is necessary to designate the Fairmont Neighborhood as an Urban Redevelopment Area, in accordance with Title 36, Chapter 61 of the Code of Georgia, as amended; and

WHEREAS, such designation as an Urban Redevelopment Area will enable the City to undertake activities necessary to implement the proposed improvements and to revitalize buildings and infrastructure;

NOW, THEREFORE, BE IT RESOLVED, that the Board of Commissioners of the City of Griffin does hereby re-adopt this Urban Redevelopment Area for the Fairmont Community of the overall City wide Redevelopment Initiative.

BE IT RESOLVED this 22nd day of August 2023.

_____
Douglas Hollberg, Mayor

CERTIFICATION
I do hereby certify that the foregoing is a true and correct copy of the Resolution duly adopted by the City of Griffin on the date so stated in said Resolution. I further certify that I am the Secretary and that said Resolution has full force and effect the 22nd day of August, 2023.

ATTEST:

_____
Jessica O'Connor, Secretary/Manager

AGENDA ITEM SUMMARY

ITEM SUMMARY:

Consider a variance to reduce the minimum lot width within Planned Commercial Development (PCD) at 1524 Highway 16 West for The Kroger Co. *Director of Planning & Development, Chad Jacobs, will address.*

SPECIAL CONSIDERATIONS OR CONCERNS:

The applicant, Nate Fuss with Bohler Engineering GA LLC on behalf of Mavis Tire and The Kroger Co. is requesting a variance from Article 7 Section 714D and J which requires a minimum lot width of 100' in the PCD, Planned Commercial Development district. Kroger is proposing to sell a .641-acre +/- tract for the development of new commercial retail service space in the Northeast portion of the parking lot. The location of the building is on the preliminary site plan designed in 2019 for the Kroger store. Mavis Tire will own both the new building and the land. A variance is necessary to reduce the physical requirement of lot width since the new parcel will not front a public street.

STAFF RECOMMENDATION:

Planning & Development staff recommends CONDITIONAL APPROVAL of the variance request (23–VAR-05) at 1524 Highway 16 West submitted by Nate Fuss on behalf of Mavis Tire, to reduce the minimum lot width of 100' in the PCD, Planned Commercial Development district to 0' with the following conditions:

a. The new building shall be developed with exterior elevations and building materials which substantially match the adjacent existing Kroger store at 1524 Highway 16 West. Planning & Development staff shall approve the elevations prior to issuance of building permit.
b. Development agreement between Kroger and new owner shall be recorded and copy provided to Planning & Development prior to issuance of building permit.

FINANCIAL IMPACT:

N/A

Submitted By:
Chad Jacobs

Meeting Date:
22/08/2023

Reviewed By:
Jessica O'Connor

ATTACHMENTS:
Application; 1524 Hwy 16 W.pdf
Mavis Griffin,GA_Elevations.pdf
Mavis Tire Site Plan and Elevations.pdf
Retail @ GA619 CPs-2_RLR19237_07-02-19.pdf
1524 Hwy 16 W VAR Staff Report Mavis.pdf

9760

PLANNING AND DEVELOPMENT SERVICES DEPARTMENT

APPLICATION FOR VARIANCE

Date Received: 6-23-23 Application Number: 23-VAR-05

Applicant: Nate Fuss - Bohler Engineering, GA LLC Telephone Number: 678-695-6800

Email Address: Nfuss@bohlereng.com

Address: 211 Perimeter Center Parkway, Suite 425 Atlanta, GA 30346

Project Name/Description: Mavis Griffin

Address/Location: 1524 Hwy 16, Griffin, GA 30223

Tax Map District 06 Block _____ Lot Number 112

Zoning PCD Parcel(s) Size: 14.18 (acres or square feet)

Applicant is: Property Owner _____ Engineer: X Architect: _____

Realtor: _____ Other: _____

Application fee amount: _____

Paid by: _____ Check (check # _____) _____ Cash

_____ Cashier's Check _____ Other

I attest that this Variance Application and its attachments meet all applicable requirements of the City of Griffin ordinances and development guidelines, codes, and regulations to the best of my knowledge.

Nathan Fuss

Signature of Applicant (or authorized representative)

Date: 06/14/2023

PLANNING AND DEVELOPMENT SERVICES DEPARTMENT
VARIANCE QUESTIONNAIRE

Date Submitted: 6-23-23 Application Number: 23-VAR-05

Applicant Name: Nate Fuss - Bohler Engineering, GA LLC

Address of Property: 1524 Hwy 16 Griffin, GA 30223

Tax Map, Block and Lot Number: 112/02

Applicable Zoning Ordinance Section: Unified Development Code - Article 7 - Sec. 714J - Lot Width Requirement

A. The following information must be submitted with the Variance Application:

1. One (1) copy of a site plan, boundary survey, and Tax Map of the property

B. Please provide written answers to the following questions to justify a Request for Variance:

1. For what reason is (are) the Variance(s) being requested, and why is it necessary for the development of the subject property? See attached letter
2. What special considerations or circumstances exist that is peculiar to the subject property, and that is not applicable to other property in the same zoning district, that makes the need for a Variance unique? See attached letter
3. Explain why and how the special conditions or circumstances described in Question #2 are not self-imposed actions created by the property owner. See attached letter
4. Explain how the City if Griffin Unified Development Code (UDC) provisions or other regulations would deprive the property owner of rights commonly enjoyed by other properties in the same zoning district and would cause unnecessary hardship for the property owner. See attached letter
5. Is the Variance, if granted, the minimum variance that would allow reasonable use of the property? How and why is that the case? See attached letter
6. Explain how granting the Variance request would be consistent with the general intent and purpose of the City of Griffin UDC. See attached letter

7. Will the Variance, if granted, be injurious to the surrounding properties or detrimental to health, safety, or welfare of the general public? If not, please explain. See attached letter

Griffin

PLANNING AND DEVELOPMENT SERVICES DEPARTMENT

OWNER'S AUTHORIZATION

This is to certify that:
Nate Fuss - Bohler Engineering
(Name of Applicant, Property Owner, or other Representative)

The person named above is the Owner or Representative of the Owner holding interest in the property that is the subject of the attached application.

By execution of this form, authorization is given to the person named as "Applicant" below, acting on behalf of the owner, to file for and pursue a request for approval of the following.

____	Rezoning	____	Minor Site Plan
____	Special Use Request	____	Preliminary Site Plan
X	Variance Request	____	Final Site Plan/ Subdivision Plat

Applicant: Bohler Engineering GA, LLC Telephone Number: 678-695-6800
Address: 211 Perimeter Center Parkway, Suite 425 Atlanta GA 30346

APPROVED LAW DEPT

The Kroger Co.

Signature of Owner Rick J. Landrum, Senior Counsel Date: 6/20/23

Signature of Representative Date: 06/14/2023

Notary Signature and Seal Patricia Anne Carter

Commission expiration date: August 9, 2027



Griffin

PLANNING AND DEVELOPMENT SERVICES DEPARTMENT
CONFLICT OF INTEREST DISCLOSURE

Have you, within the two (2) years immediately preceding the filing of this application, made campaign contributions aggregating $250.00 or more to a member of the Board of Commissioners, a member of the Planning & Zoning Board, or any other government official who will consider this application?

____ Yes _X_ No

If yes, please complete the following section:

Name and Official Position of Government Official:

Please list the Date and Amount of Contribution(s) (List all which aggregate $250.00 or more)

Nate Fuss Date: 06/14/2023

Signature of Applicant

Nate Fuss

Printed Name

_____ Date: _____

Signature of Applicant's Attorney or Representative

Printed Name

BOHLER //

211 Perimeter Center Pkwy NE, Suite 425
Atlanta, GA 30346
678.695.6800

June 16, 2023

City of Griffin
Planning and Development Services
100 S. Hill St.
Griffin, GA 30223

RE: Variance Request Letter
Mavis Tires & Brakes
1524 Hwy 16
Griffin, GA 30223
GAA220023.00

To whom it may concern:

We've provided the following responses to justify our request for this variance.

1. **For what reason is (are) the Variance(s) being requested, and why is it necessary for the development of the subject property?**
    a. The proposed Mavis development will be located within the Kroger parking lot. The Mavis property will be over 100' wide however, it will not front the Public ROW, thus not meeting this code section.
2. **What special considerations or circumstances exist that is peculiar to the subject property, and that is not applicable to other property in the same zoning district, that makes the need for a Variance unique?**
    a. This case is specific because it is a proposed outparcel development within the under-utilized Kroger parking lot that faces a street that is private.
3. **Explain why and how the special conditions or circumstances described in Question #2 are not self-imposed actions created by the property owner.**
    a. This circumstance is not self-imposed because the site fronts an access road that serves Kroger and Lowes however, this is a private road. If it was a public road the lot width requirement would be met. Further, the proposed Mavis lot will be over the 100' requirement, it will just not be fronting the public street because it is a subdivision of the existing parking lot that does not front a public road.
4. **Explain how the City of Griffin Unified Development Code (UDC) provisions or other regulations would deprive the property owner of rights commonly enjoyed by other properties in the same zoning district and would cause unnecessary hardship for the property owner.**
    a. The proposed auto service use is allowed by right in this jurisdiction and will have access to the public ROW via an access easement with the Kroger shopping center. The site is 100' wide and fronts a private street.
5. **Is the Variance, if granted, the minimum variance that would allow reasonable use of the property? How and why is that the case?**
    a. A minimum width of 0' would be required since the property technically does not front a public street.
6. **Explain how granting the Variance request would be consistent with the general intent and purpose of the City of Griffin UDC.**
    a. The use is by right and the subdivided width of the property will meet the intent of the ordinance for properties to be a minimum of 100' wide.
7. **Will the Variance, if granted, be injurious to the surrounding properties or detrimental to**

health, safety, or welfare of the general public? If not, please explain.

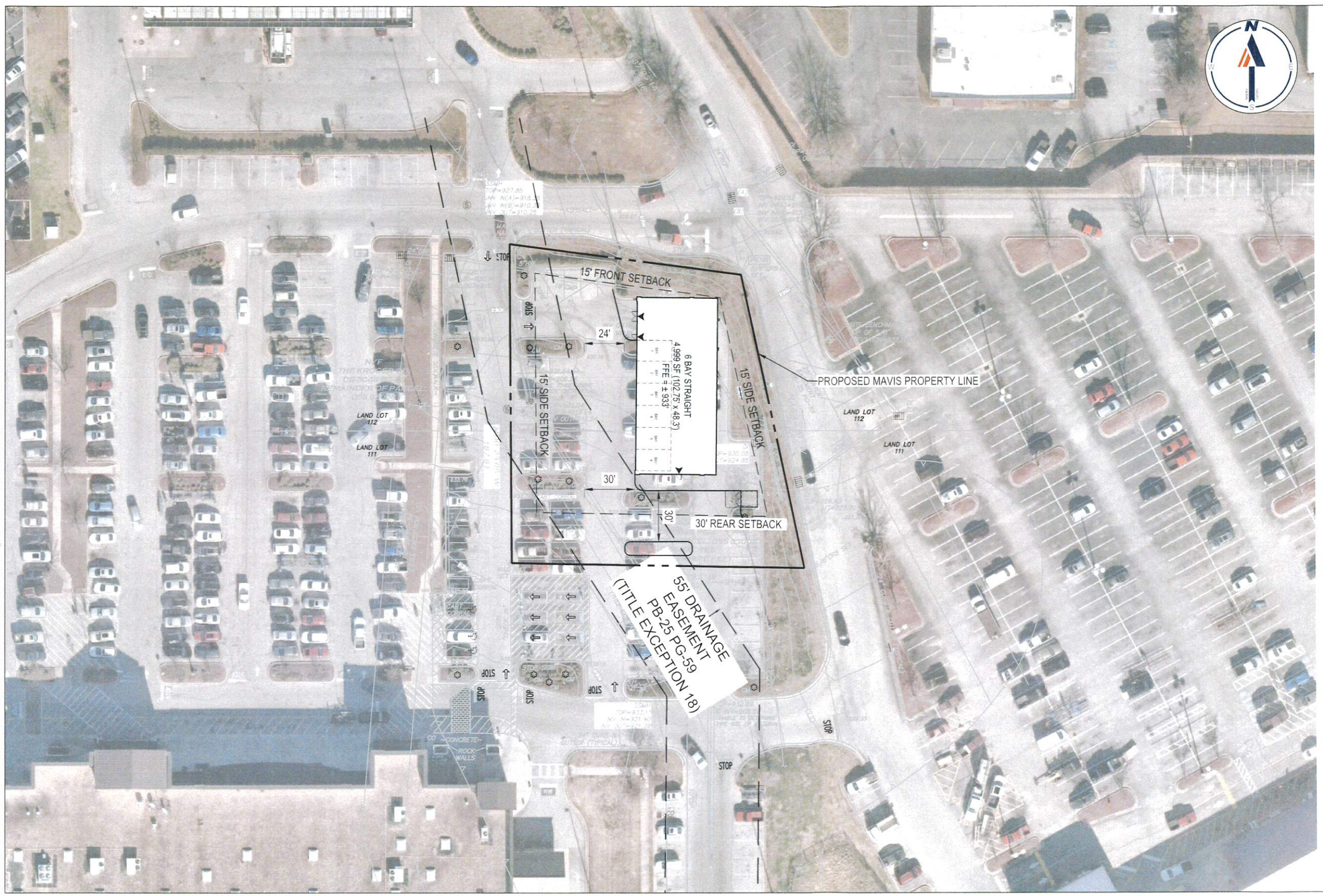
a. No

Should you have any questions regarding this project or require additional information, please do not hesitate to contact our office at (678) 695-6800.

Sincerely,
BOHLER ENGINEERING GA, LLC

Nate Fuss, P.E.
Project Manager

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OVERALL DEVELOPMENT MAP
SCALE: 1" = 500'
REFERENCE: NEARMAP

CONCEPT PLAN NOTES

(Rev. 1/2020)

1. THIS CONCEPT WAS PREPARED STRICTLY AND SOLELY BASED UPON INFORMATION IDENTIFIED IN THE PLAN REFERENCES.
2. THE CONCEPT DEPICTED HEREIN IDENTIFIES A DESIGN CONCEPT RESULTING SOLELY FROM LAYOUT PREFERENCES AND GUIDANCE DICTATED AND IDENTIFIED SOLELY BY THE CLIENT. THE FEASIBILITY WITH RESPECT TO OBTAINING LOCAL, COUNTY, STATE, AND OTHER APPLICABLE APPROVALS IS NOT WARRANTED, AND CAN ONLY BE ASSESSED AFTER FURTHER EXAMINATION AND VERIFICATION OF APPLICABLE REQUIREMENTS AND AFTER THE PROCUREMENT OF ALL NECESSARY JURISDICTIONAL APPROVALS.
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211 PERIMETER CENTER PKWY NE,
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ATLANTA, GEORGIA 30346
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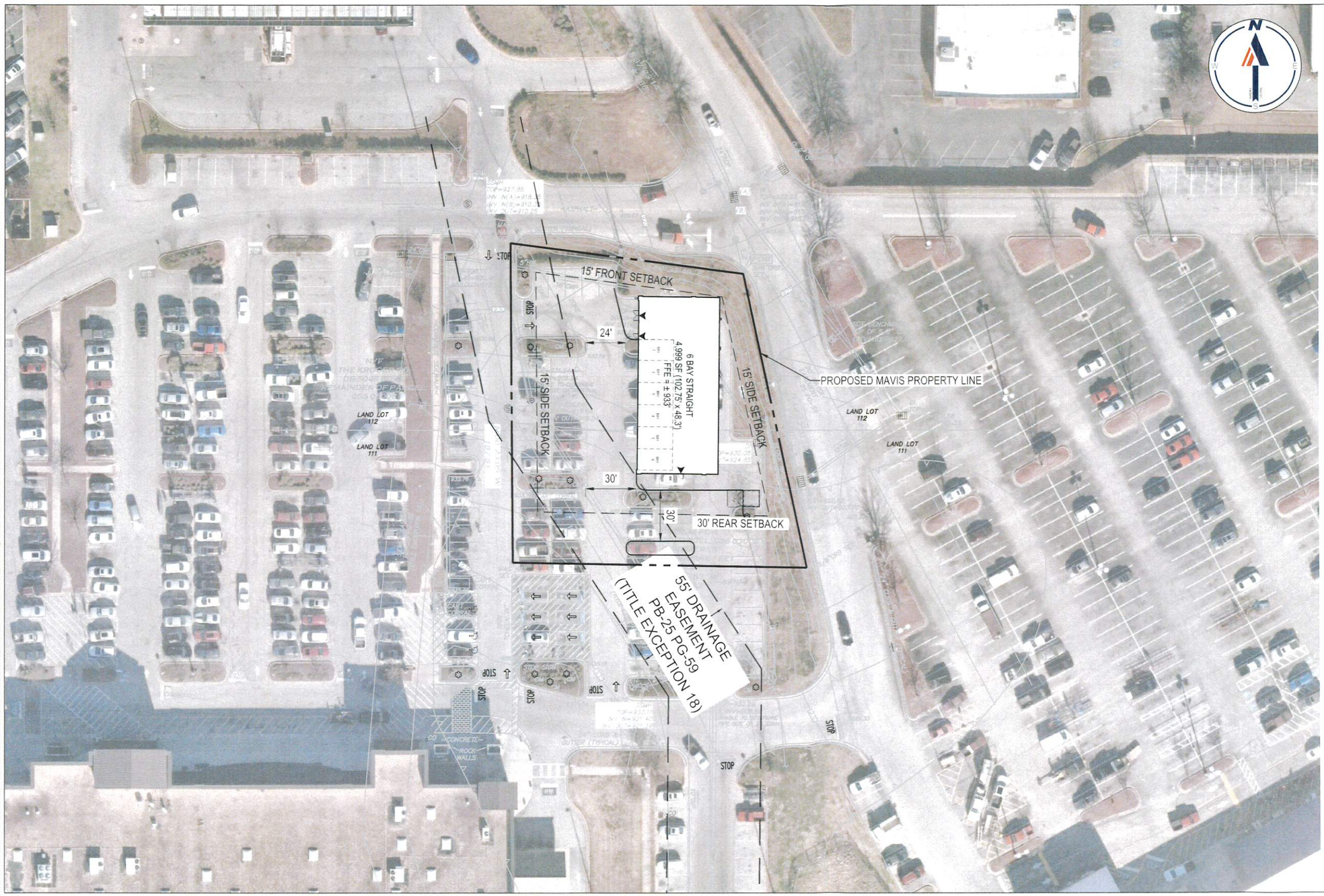
MAVIS TIRES & BRAKES VARIANCE SITE PLAN

06/20/2023 | KJ | GAA220023 | Rev B-2

GRIFFIN, GA 30223 | PLAN REV. B-2

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OVERALL DEVELOPMENT MAP
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MAVIS TIRES & BRAKES VARIANCE SITE PLAN

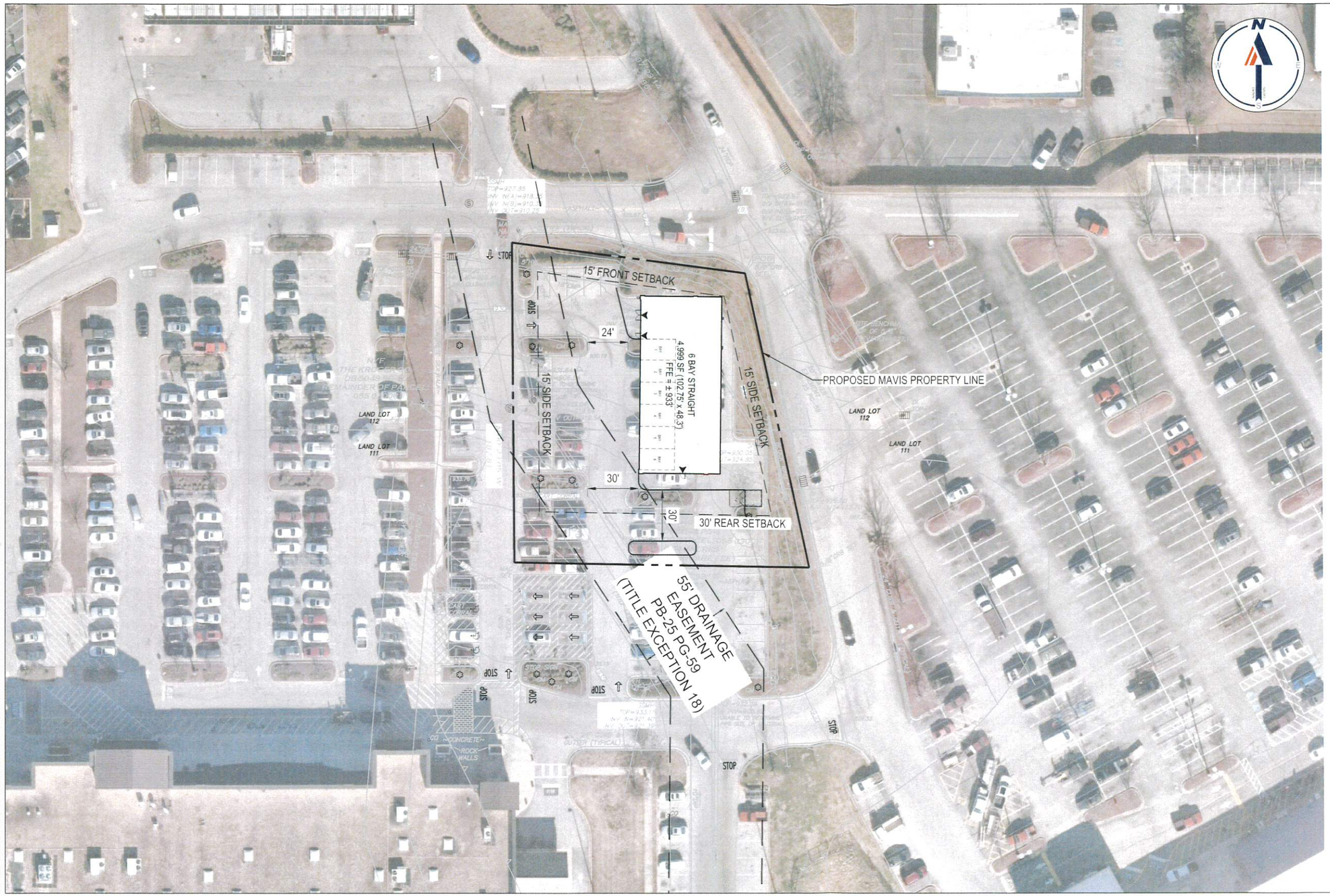
06/20/2023 | KJ | GAA220023 | Rev B-2

MAVIS DISCOUNT TIRE

GRIFFIN, GA 30223 | PLAN REV. B-2

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MAVIS TIRES & BRAKES VARIANCE SITE PLAN

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211 PERIMETER CENTER PKWY NE,
SUITE 425
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Phone: (678) 695-6800
GA@BohlerEng.com

06/20/2023 | KJ | GAA220023 | Rev B-2

GRIFFIN, GA 30223 | PLAN REV. B-2

60 30 15 0 60
1"= 60'

\\BOHLERENG.NET\SHARES\GA PROJECTS\2022\GAA220023.00\CAD\DRAWINGS\EXHIBITS\2023-06-14_VARIANCE EXHIBIT\GAA230023.00 - MAVIS GRIFFIN VARIANCE EXHIBIT-----LAY





OVERALL DEVELOPMENT MAP

SCALE: 1" = 500'
REFERENCE: NEARMAP

CONCEPT PLAN NOTES

(Rev. 1/2020)

1. THIS CONCEPT WAS PREPARED STRICTLY AND SOLELY BASED UPON INFORMATION IDENTIFIED IN THE PLAN REFERENCES.
2. THE CONCEPT DEPICTED HEREIN IDENTIFIES A DESIGN CONCEPT RESULTING SOLELY FROM LAYOUT PREFERENCES AND GUIDANCE DICTATED AND IDENTIFIED SOLELY BY THE CLIENT. THE FEASIBILITY WITH RESPECT TO OBTAINING LOCAL, COUNTY, STATE, AND OTHER APPLICABLE APPROVALS IS NOT WARRANTED, AND CAN ONLY BE ASSESSED AFTER FURTHER EXAMINATION AND VERIFICATION OF APPLICABLE REQUIREMENTS AND AFTER THE PROCUREMENT OF ALL NECESSARY JURISDICTIONAL APPROVALS.
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5. IT IS STRONGLY RECOMMENDED THAT A ZONING CONFORMANCE ANALYSIS BE PERFORMED TO DETERMINE AND EVALUATE IF THERE ARE ANY RESTRICTIONS AND/OR ZONING ISSUES, CONCERNS OR RESTRICTIONS THAT MAY OR COULD IMPACT THE FEASIBILITY OF THIS PROJECT, AS THE OWNER HAS DESCRIBED IT.

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MAVIS TIRES & BRAKES VARIANCE SITE PLAN

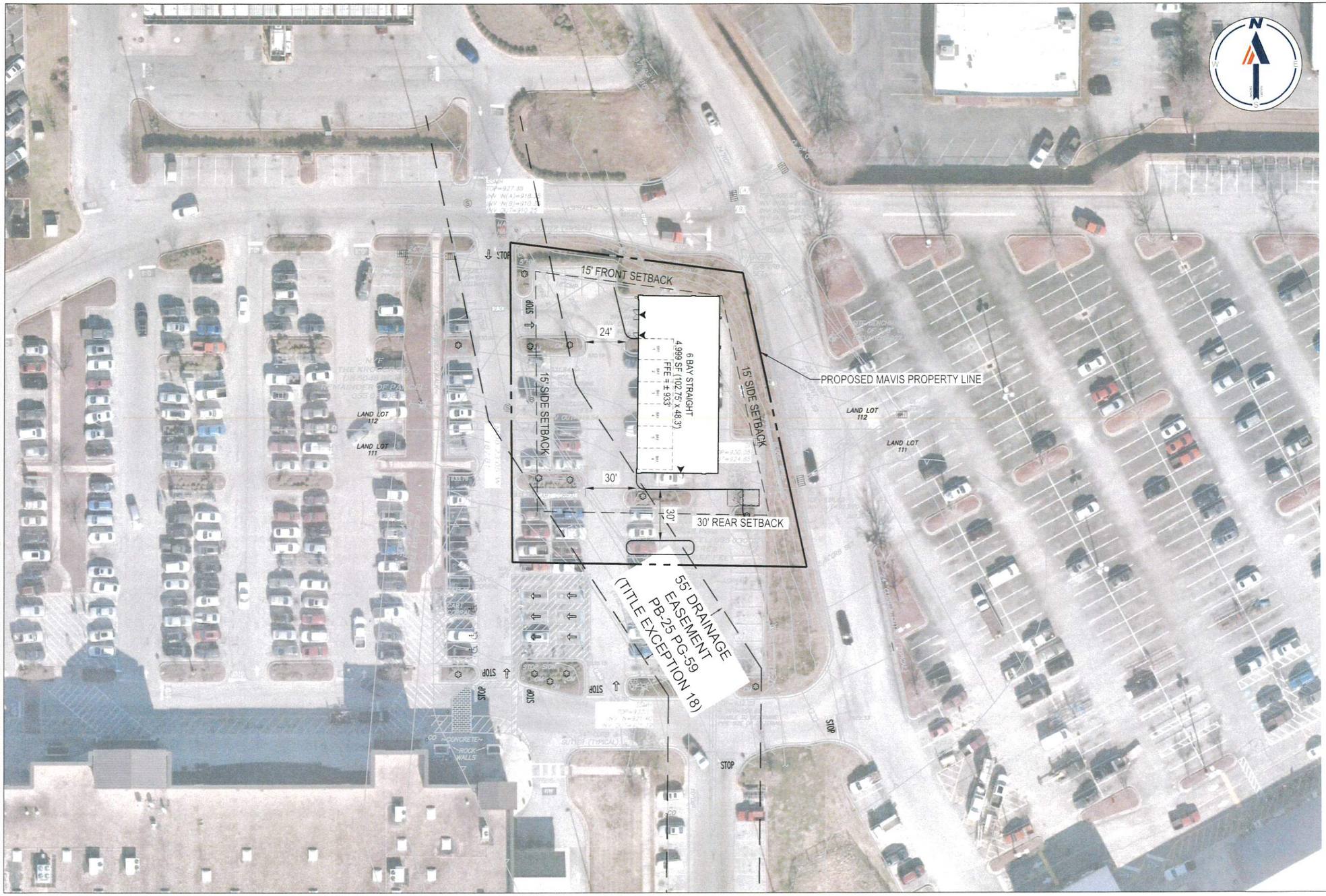
06/20/2023 | KJ | GAA220023 | Rev B-2

MAVIS DISCOUNT TIRE

GRIFFIN, GA 30223 | PLAN REV. B-2

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1"= 60'

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\\BOHLERENG.NET\SHARES\GA-PROJECTS\2022\GAA220023.00\CAD\DRAWINGS\EXHIBITS\2023-06-14_VARIANCE EXHIBIT\GAA230023.00 - MAVIS GRIFFIN VARIANCE EXHIBIT - LAYOUT CONCEPT





OVERALL DEVELOPMENT MAP
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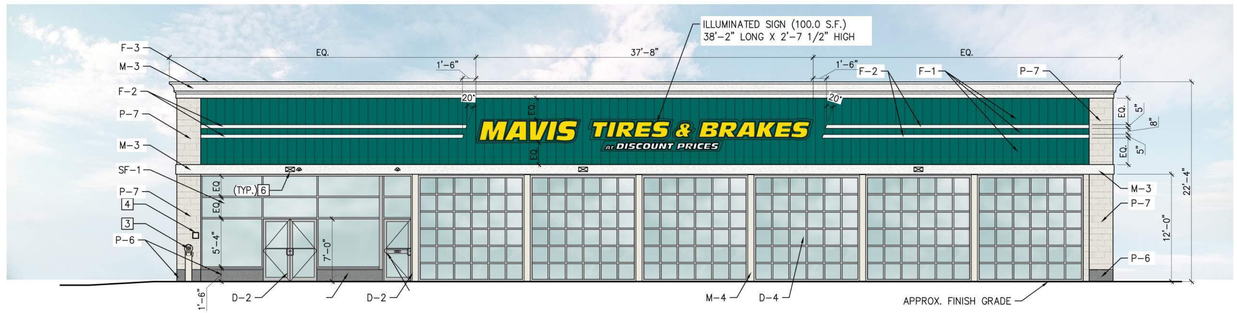
GRIFFIN, GA 30223 | PLAN REV. B-2

60 30 15 0 60
1"= 60'

Permit #: 9760
Permit Type:
Address: 1524 HWY 16
City:
State:
Zip: 30223
Owner: KROGER MANAGEMENT-NMTC GRIFFIN I LLC
Owner Address: C/O THE KROGER CO 1014 VINE STREET
Owner City: CINCINNATI
Owner State: OH
Owner Zip: 45202
Owner Phone:
Owner Email:
Receipt #: 10082
Date: 06/23/2023
Paid By: Erika Larrimore
Description: 99490452
Payment Type: iTransact CC
Payment Type Description:
Accepted By:

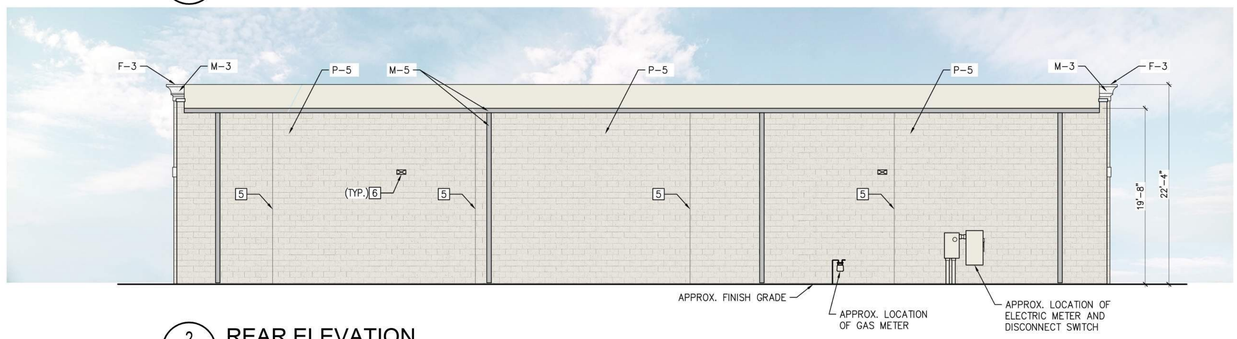
Fees Paid

Fee Name	Fee Type	Description	Factor	Total Fee Amount	Amount Paid
Commercial - Variance	Zoning - Application Fee		0.00	300.00	300.00
Convenience Fee	3.5% Convenience Fee (CC)		300.00	10.50	10.50
				Total:	**$310.50**



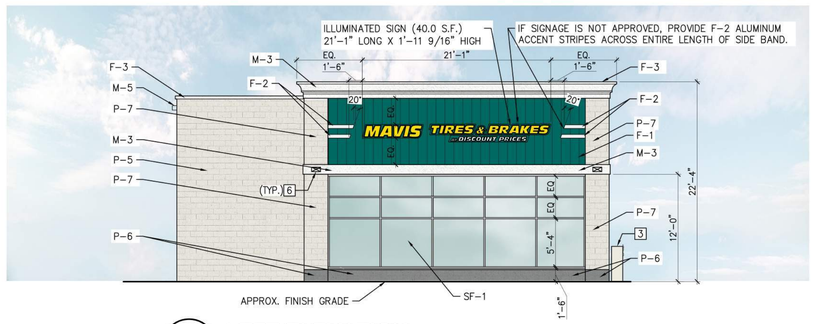
1 A-200 **FRONT ELEVATION**

SCALE: 1/8" = 1'-0"



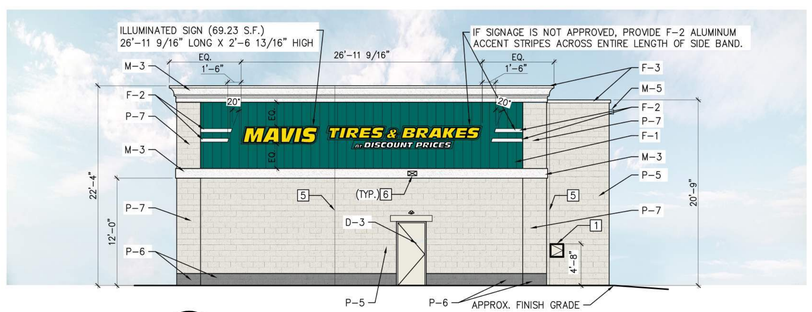
2 A-200 **REAR ELEVATION**

SCALE: 1/8" = 1'-0"



3 A-200 **LEFT ELEVATION**

SCALE: 1/8" = 1'-0"



4 A-200 **RIGHT ELEVATION**

SCALE: 1/8" = 1'-0"

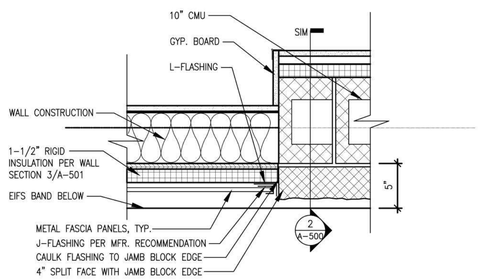
EXTERIOR MATERIALS SCHEDULE

	MARK	MATERIAL	MANUFACTURER	STYLE/COLOR	NOTES
DOOR FINISHES	D-2	ALUMINUM STOREFRONT DOOR & FRAME	KAWNEER	COLOR: CLEAR ANODIZED ALUMINUM	INSTALL PER MFR RECOMMENDATIONS.
	D-3	PAINT FOR GALVANIZED HM DOOR & FRAME	BENJAMIN MOORE	COLOR: OC-129 ALABASTER WHITE SHEEN: SEMI-GLOSS	FINISH PER MFR RECOMMENDATIONS. PRIMER: (1) COAT- BM SUPER SPEC HP ACRYLIC PRIMER #HP04 FINISH COAT: (2) COATS- BM SUPER SPEC HP D.T.M. ACRYLIC SEMI-GLOSS #HP29
	D-4	ALUMINUM AND GLASS OH DOORS	RAYNOR GARAGE DOORS	RAYNOR AV200 COLOR: CLEAR SATIN ANODIZED ALUMINUM	INSTALL PER MFR RECOMMENDATIONS. RE: SPECS FOR ADDITIONAL INFO. *DOORS AT RACKING SHALL BE FIXED AND SECURE CONTACT DH PACE: ADAM POSLOSKY, ADAM.POSLOSKY@DHPACE.COM, 816-480-2361
MISC. ITEMS	F-1	VERTICAL METAL FASCIA	ATAS	MULTIPURPOSE PANELS- MPN SEMI STANDING SEAM 12" WIDE, 0.032" ALUMINUM COLOR: #19 TEAL	INSTALL PER MFR RECOMMENDATIONS.
	F-2	ALUMINUM ACCENT STRIPE	ATAS	0.032" ALUMINUM COLOR: #26 BONE WHITE	INSTALL PER MFR RECOMMENDATIONS.
	F-3	METAL ROOF COPING	ROOF MFR	MATCH ROOF SYSTEM COLOR: MATCH WALL BELOW	INSTALL PER MFR RECOMMENDATIONS.
	M-3	EIFS CORNICE & BAND	DRYVIT OR APPROVED EQUAL	COLOR: MATCH BENJAMIN MOORE OC-129 ALABASTER WHITE FINISH: LYMESTONE	INSTALL PER MFR RECOMMENDATIONS.
	M-4	PAINT FOR STEEL LINTELS & COLUMNS	BENJAMIN MOORE	COLOR: OC-129 ALABASTER WHITE SHEEN: LOW LUSTRE	FINISH PER MFR RECOMMENDATIONS. PRIMER: (1) COAT- BM SUPER SPEC HP ACRYLIC PRIMER #HP04 FINISH COAT: (2) COATS- BM SUPER SPEC HP D.T.M. ACRYLIC LOW LUSTRE #HP25
	M-5	ALUMINUM GUTTERS & DOWNSPOUTS	-	COLOR: WHITE MILL FINISH	INSTALL PER MFR RECOMMENDATIONS.
WALL FINISHES	P-5	PAINTED SMOOTH FACE BLOCK	BENJAMIN MOORE	COLOR: OC-129 ALABASTER WHITE SHEEN: LOW LUSTRE	FINISH PER MFR RECOMMENDATIONS. PRIMER: (1) COAT-BM ULTRA SPEC MASONRY HI-BUILD BLOCK FILLER 571 FINISH COAT: (2) COATS- BM ULTRA SPEC ELASTOMERIC LOW LUSTRE 360
	P-6	PAINTED SPLIT FACE BLOCK	BENJAMIN MOORE	COLOR: HC-164 PURITAN GRAY SHEEN: LOW LUSTRE	FINISH PER MFR RECOMMENDATIONS. PRIMER: (1) COAT-BM ULTRA SPEC MASONRY HI-BUILD BLOCK FILLER 571 FINISH COAT: (2) COATS- BM ULTRA SPEC ELASTOMERIC LOW LUSTRE 360
	P-7	PAINTED SPLIT FACE BLOCK	BENJAMIN MOORE	COLOR: OC-129 ALABASTER WHITE SHEEN: LOW LUSTRE	FINISH PER MFR RECOMMENDATIONS. PRIMER: (1) COAT-BM ULTRA SPEC MASONRY HI-BUILD BLOCK FILLER 571 FINISH COAT: (2) COATS- BM ULTRA SPEC ELASTOMERIC LOW LUSTRE 360
	SF-1	ALUMINUM STOREFRONT SYSTEM	KAWNEER	COLOR: CLEAR ANODIZED ALUMINUM	INSTALL PER MFR RECOMMENDATIONS. INSTALL WITH 1" LOW-E INSULATED GLAZING.

GENERAL NOTES:
A. ALL FINISHES ON MATERIAL SCHEDULE MAY NOT BE USED
B. CENTER WALL LIGHTS OVER COLUMNS, DOORS & WINDOWS, ETC., AS SHOWN U.O.N.
C. MOUNTING HEIGHT OF EXTERIOR LIGHT FIXTURE ON REAR AND SIDE ELEVATIONS TO MATCH MOUNTING HEIGHT OF LIGHT FIXTURES ON FRONT ELEVATION
D. REFER TO SHEET A-800 FOR INFO REGARDING ILLUMINATED CHANNEL LETTER SIGNS.

EXTERIOR ELEVATION KEYNOTES

1. 16"X16" INSULATED ALUMINUM ACCESS DOOR BY BEST ACCESS DOORS. SKU # BA-PAL-16-16. FINAL COLOR SELECTION TO BE APPROVED BY OWNER AND ARCHITECT. RE: DETAIL 3/A-502 FOR ADDITIONAL INFO. (ACCESS DOOR IS FOR USE TO ACCESS OIL TANKS. COORDINATE FINAL LOCATION WITH TANK INSTALLER)
2. PROVIDE KEY DROP SLOT IN GARAGE ENTRY DOOR. FINAL INSTALLATION LOCATION TO BE DIRECTED BY MAVIS.
3. FREESTANDING AIR INFLATOR- LOCATION TO BE SITE SPECIFIC. (RE: RESPONSIBILITY SCHEDULE FOR ADDITIONAL INFO.)
4. PROVIDE KNOX BOX WHERE REQUIRED BY JURISDICTION (PURCHASED FROM LOCAL FIRE DEPARTMENT.) MOUNT PER FIRE DEPARTMENT REQUIREMENTS ON WALL ADJACENT TO ENTRANCE. CONTRACTOR TO MAKE APPLICATION FOR KNOX BOX AND COORDINATE WITH LOCAL APPROVING AUTHORITY.
5. EXPANSION JOINT MATERIAL COLOR TO MATCH ADJACENT FINISH COLOR.
6. EXTERIOR WALL PACK LIGHT. RE: ELECTRICAL DRAWINGS.



5 A-200 **WALL TRANSITION DETAIL**

SCALE:1-1/2" = 1'-0"

BASED ON 7-BAY PROTOTYPE DATED APR 1 2022

LDG

Larson Design Group

1000 COMMERCE PARK DRIVE
SUITE 201
WILLIAMSPORT, PA 17701
(877) 323-6603

MAVIS TIRE SUPPLY, LLC
358 SAW MILL RIVER ROAD
MILLWOOD, NY 10546
(914) 984-2500

CLIENT

COMMENTS | DATE | MARK

MAVIS TIRES & BRAKES

MAVIS TIRES & BRAKES #2143 - GRIFFIN, GA
1424 HIGHWAY 16 WEST, GRIFFIN, GA 30221

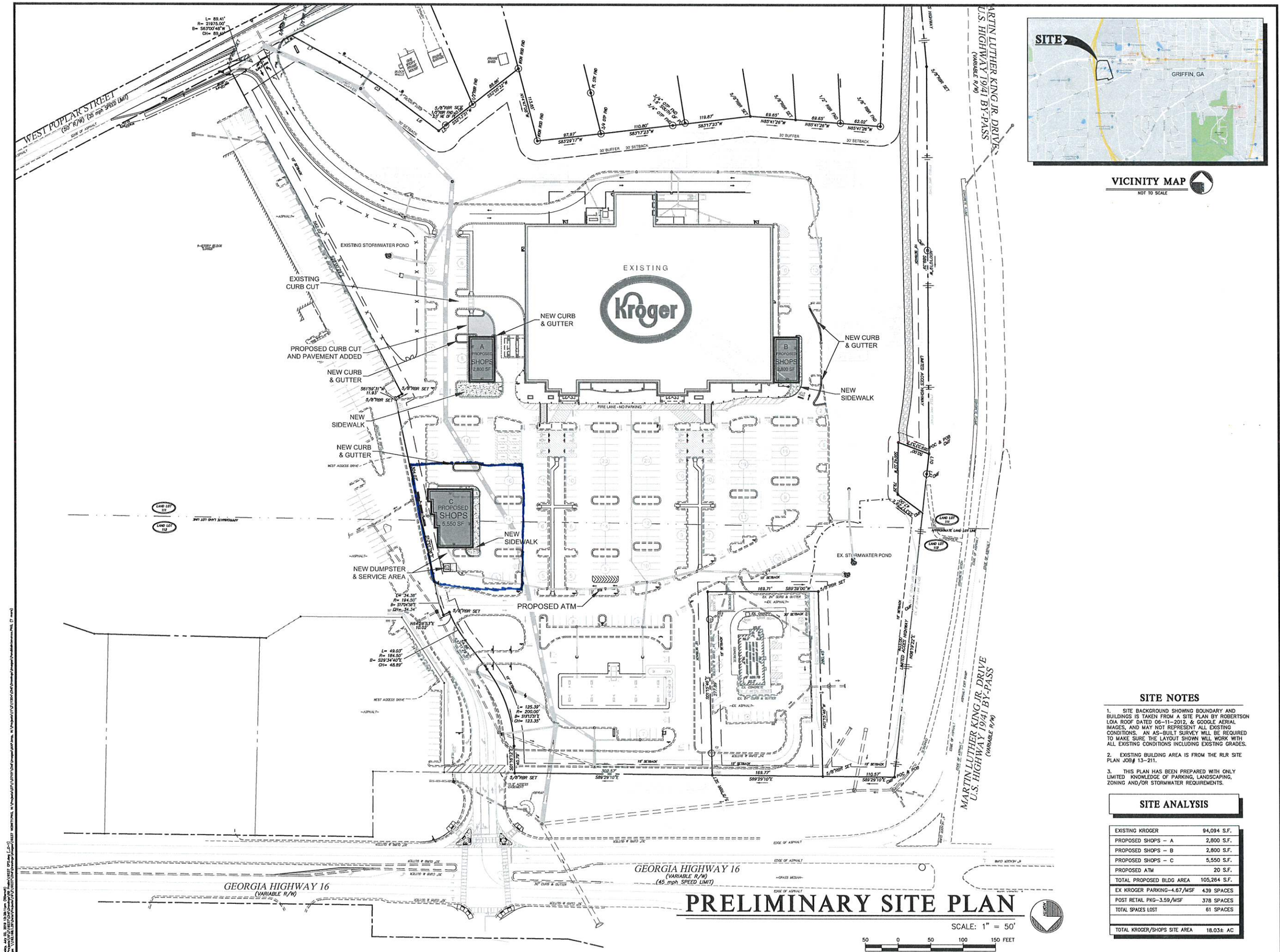
EXTERIOR ELEVATIONS

Project No.: 11432-123

Sheet No.:

A-200c

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PRELIMINARY SITE PLAN

SCALE: 1" = 50'

50 0 50 100 150 FEET

VICINITY MAP
NOT TO SCALE

SITE NOTES

1. SITE BACKGROUND SHOWING BOUNDARY AND BUILDINGS IS TAKEN FROM A SITE PLAN BY ROBERTSON LOIA ROOF DATED 06-11-2012, & GOOGLE AERIAL IMAGES, AND MAY NOT REPRESENT ALL EXISTING CONDITIONS. AN AS-BUILT SURVEY WILL BE REQUIRED TO MAKE SURE THE LAYOUT SHOWN WILL WORK WITH ALL EXISTING CONDITIONS INCLUDING EXISTING GRADES.

2. EXISTING BUILDING AREA IS FROM THE RLR SITE PLAN JOB# 13-211.

3. THIS PLAN HAS BEEN PREPARED WITH ONLY LIMITED KNOWLEDGE OF PARKING, LANDSCAPING, ZONING AND/OR STORMWATER REQUIREMENTS.

SITE ANALYSIS

EXISTING KROGER	94,094 S.F.
PROPOSED SHOPS – A	2,800 S.F.
PROPOSED SHOPS – B	2,800 S.F.
PROPOSED SHOPS – C	5,550 S.F.
PROPOSED ATM	20 S.F.
TOTAL PROPOSED BLDG AREA	105,264 S.F.
EX KROGER PARKING–4.67/MSF	439 SPACES
POST RETAIL PKG–3.59/MSF	378 SPACES
TOTAL SPACES LOST	61 SPACES
TOTAL KROGER/SHOPS SITE AREA	18.03± AC

ROBERTSON LOIA ROOF
ARCHITECTS & ENGINEERS
3460 Preston Ridge Road . Suite 275 . Alpharetta, Georgia 30005
770-674-2600 . Fax 678-319-0745

RETAIL @ KROGER GA-619
GRIFFIN PAVILION
GRIFFIN, GEORGIA
FOR:
SOUTHEASTERN DEVELOPMENT ASSOCIATES
2211 DEVEREUX PARKWAY, BLDG. 100, SUITE 370
AUGUSTA, GA 30909

REVISIONS

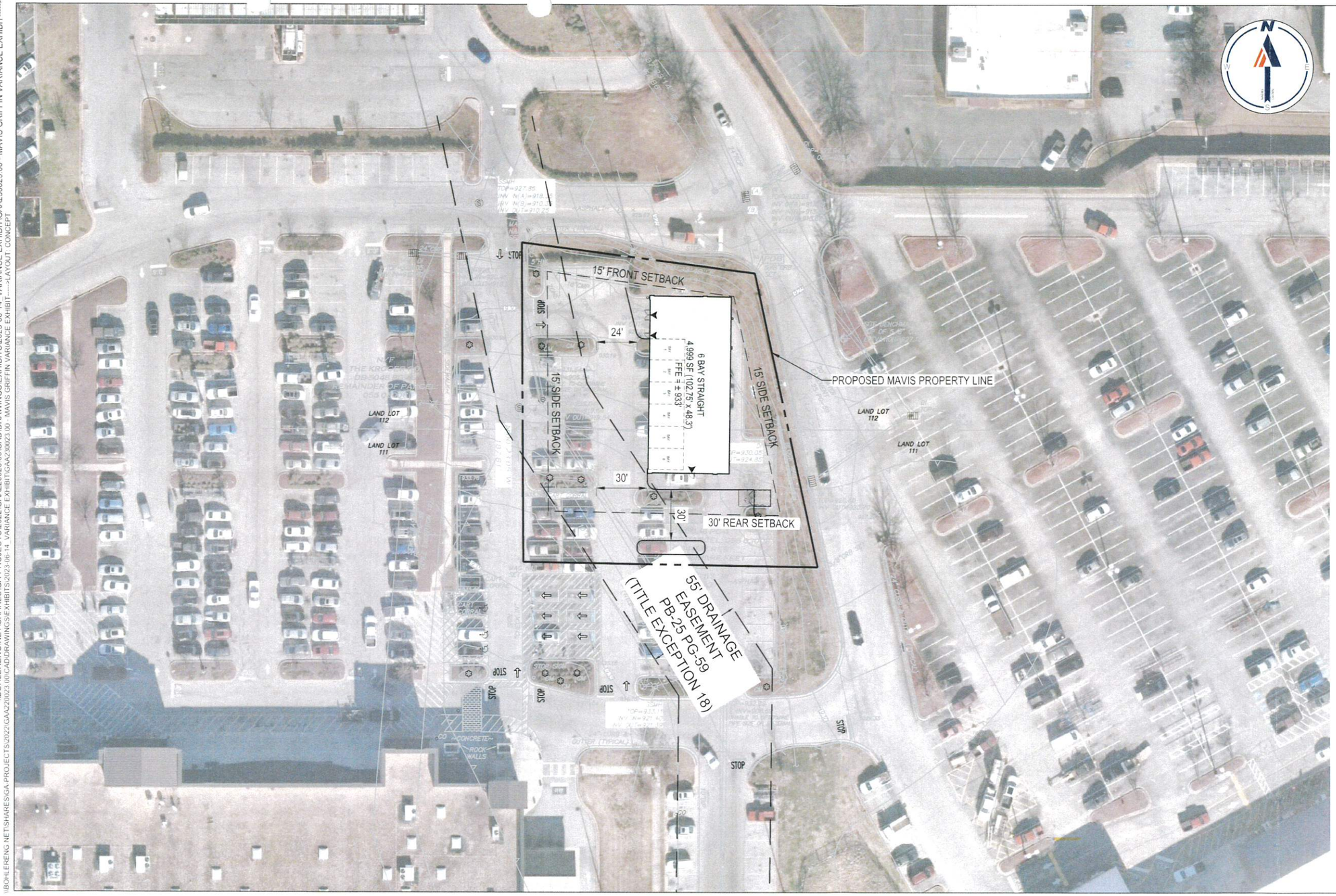
SHEET TITLE: PRELIMINARY SITE PLAN

DATE: 07-02-19

PROJECT NUMBER: 19-237

SHEET NUMBER: CPs-2

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\\BOHLERENG.NET\SHARES\GA PROJECTS\2022\GAA220023.00\CAD\DRAWINGS\EXHIBITS\2023-06-14_VARIANCE EXHIBIT\GAA230023.00 - MAVIS GRIFFIN VARIANCE EXHIBIT----->LAYOUT - CONCEPT





OVERALL DEVELOPMENT MAP

SCALE: 1" = 500'
REFERENCE: NEARMAP

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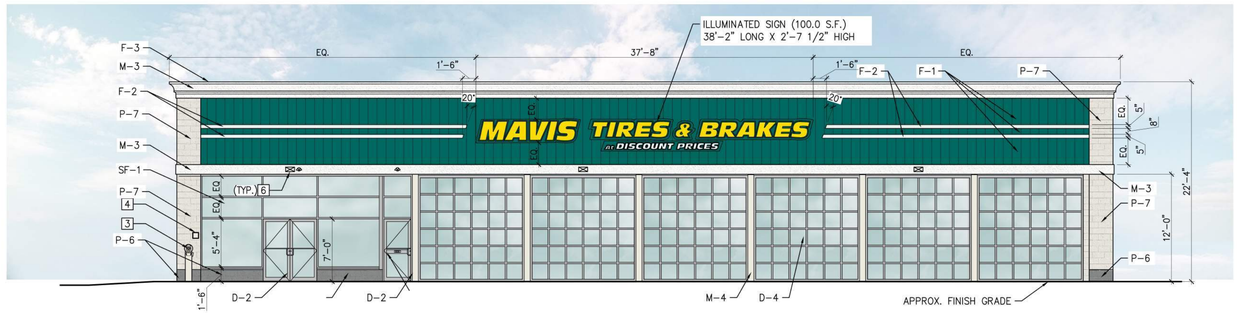
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MAVIS TIRES & BRAKES VARIANCE SITE PLAN

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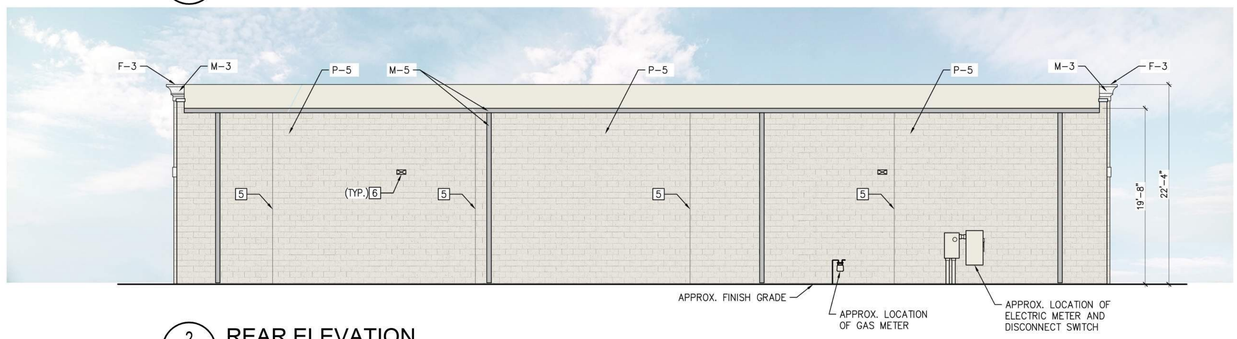
GRIFFIN, GA 30223 | PLAN REV. B-2

60 30 15 0 60
1"= 60'



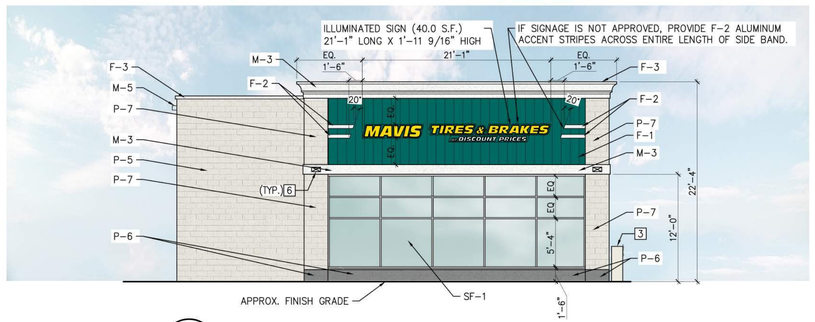
1 A-200 **FRONT ELEVATION**

SCALE: 1/8" = 1'-0"



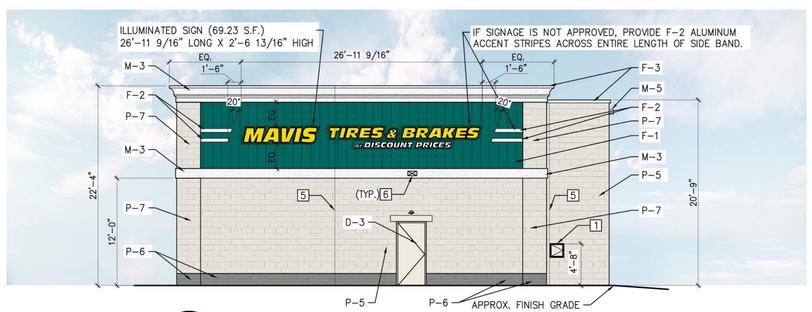
2 A-200 **REAR ELEVATION**

SCALE: 1/8" = 1'-0"



3 A-200 **LEFT ELEVATION**

SCALE: 1/8" = 1'-0"



4 A-200 **RIGHT ELEVATION**

SCALE: 1/8" = 1'-0"

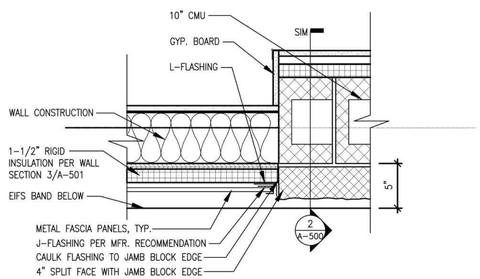
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	MARK	MATERIAL	MANUFACTURER	STYLE/COLOR	NOTES
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D. REFER TO SHEET A-800 FOR INFO REGARDING ILLUMINATED CHANNEL LETTER SIGNS.

EXTERIOR ELEVATION KEYNOTES

1. 16"X16" INSULATED ALUMINUM ACCESS DOOR BY BEST ACCESS DOORS. SKU # BA-PAL-16-16. FINAL COLOR SELECTION TO BE APPROVED BY OWNER AND ARCHITECT. RE: DETAIL 3/A-502 FOR ADDITIONAL INFO. (ACCESS DOOR IS FOR USE TO ACCESS OIL TANKS. COORDINATE FINAL LOCATION WITH TANK INSTALLER)
2. PROVIDE KEY DROP SLOT IN GARAGE ENTRY DOOR. FINAL INSTALLATION LOCATION TO BE DIRECTED BY MAVIS.
3. FREESTANDING AIR INFLATOR- LOCATION TO BE SITE SPECIFIC. (RE: RESPONSIBILITY SCHEDULE FOR ADDITIONAL INFO.)
4. PROVIDE KNOX BOX WHERE REQUIRED BY JURISDICTION (PURCHASED FROM LOCAL FIRE DEPARTMENT.) MOUNT PER FIRE DEPARTMENT REQUIREMENTS ON WALL ADJACENT TO ENTRANCE. CONTRACTOR TO MAKE APPLICATION FOR KNOX BOX AND COORDINATE WITH LOCAL APPROVING AUTHORITY.
5. EXPANSION JOINT MATERIAL COLOR TO MATCH ADJACENT FINISH COLOR.
6. EXTERIOR WALL PACK LIGHT. RE: ELECTRICAL DRAWINGS.



5 A-200 **WALL TRANSITION DETAIL**

SCALE:1-1/2" = 1'-0"

BASED ON 7-BAY PROTOTYPE DATED APR 1 2022

LDG

Larson Design Group

1000 COMMERCE PARK DRIVE
SUITE 201
WILLIAMSPORT, PA 17701
(877) 323-6603

MAVIS TIRE SUPPLY, LLC
358 SAW MILL RIVER ROAD
MILLWOOD, NY 10546
(914) 984-2500

CLIENT

COMMENTS | DATE | MARK

MAVIS TIRES & BRAKES

MAVIS TIRES & BRAKES #2143 - GRIFFIN, GA
1424 HIGHWAY 16 WEST, GRIFFIN, GA 30221

EXTERIOR ELEVATIONS

Project No.: 11432-123

Sheet No.:

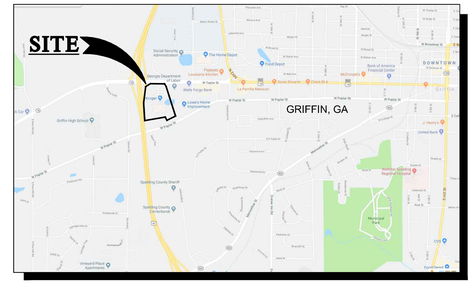
A-200c

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PRELIMINARY SITE PLAN

SCALE: 1" = 50'

50 0 50 100 150 FEET



VICINITY MAP

NOT TO SCALE

SITE NOTES

1. SITE BACKGROUND SHOWING BOUNDARY AND BUILDINGS IS TAKEN FROM A SITE PLAN BY ROBERTSON LOIA ROOF DATED 06-11-2012, & GOOGLE AERIAL IMAGES, AND MAY NOT REPRESENT ALL EXISTING CONDITIONS. AN AS-BUILT SURVEY WILL BE REQUIRED TO MAKE SURE THE LAYOUT SHOWN WILL WORK WITH ALL EXISTING CONDITIONS INCLUDING EXISTING GRADES.

2. EXISTING BUILDING AREA IS FROM THE RLR SITE PLAN JOB# 13-211.

3. THIS PLAN HAS BEEN PREPARED WITH ONLY LIMITED KNOWLEDGE OF PARKING, LANDSCAPING, ZONING AND/OR STORMWATER REQUIREMENTS.

SITE ANALYSIS

EXISTING KROGER	94,094 S.F.
PROPOSED SHOPS – A	2,800 S.F.
PROPOSED SHOPS – B	2,800 S.F.
PROPOSED SHOPS – C	5,550 S.F.
PROPOSED ATM	20 S.F.
TOTAL PROPOSED BLDG AREA	105,264 S.F.
EX KROGER PARKING-4.67/MSF	439 SPACES
POST RETAIL PKG-3.59/MSF	378 SPACES
TOTAL SPACES LOST	61 SPACES
TOTAL KROGER/SHOPS SITE AREA	18.03± AC

ROBERTSON LOIA ROOF
ARCHITECTS & ENGINEERS
3460 Preston Ridge Road . Suite 275 . Alpharetta, Georgia 30005
770-674-2600 . Fax 678-319-0745

RETAIL @ KROGER GA-619
GRIFFIN PAVILION
GRIFFIN, GEORGIA
FOR SOUTHEASTERN DEVELOPMENT ASSOCIATES
2743 PERIMETER PARKWAY, BLDG. 100, SUITE 370
AUGUSTA, GA 30909

REVISIONS

SHEET TITLE: PRELIMINARY SITE PLAN

DATE: 07-02-19

PROJECT NUMBER: 19-237

SHEET NUMBER: CPs-2

Tuesday, July 02, 2019 12:28:11pm (Rhonda)
N:\Projects\19\237\Civil\Drawings\XR Prelim\19237 CPS.dwg [_LC-1]
Login: \\192.168.1.97\Data\N\Projects\19\237\Civil\Drawings\Xref\19237 XDEMO PHIL N:\Projects\19\237\Civil\Drawings\Xref\Boundary.dwg, N:\Projects\19\237\Civil\Drawings\Xref\Topo.dwg, N:\Projects\19\237\Civil\Drawings\Xref\Utilities.dwg, N:\Projects\19\237\Civil\Drawings\Xref\Easements.dwg, N:\Projects\19\237\Civil\Drawings\Xref\Adjacent.dwg, N:\Projects\19\237\Civil\Drawings\Xref\Buildings.dwg, N:\Projects\19\237\Civil\Drawings\Xref\Setbacks.dwg, N:\Projects\19\237\Civil\Drawings\Xref\Parking.dwg, N:\Projects\19\237\Civil\Drawings\Xref\Proposed.dwg, N:\Projects\19\237\Civil\Drawings\Xref\Grading

Variance
1524 Highway 16 West
Project No. 23-VAR-05

Applicant: Nate Fuss- Bohler Engineering GA, LLC
Owner: The Kroger Co.



Current Land Use Classification	Commercial
Current Zoning	Planned Commercial Development, PCD
Proposed Variance	Reduction of minimum lot width
Parcel Size	14.18 +/- acres
Map, Block & Lot Number	055 03008
City Commission	August 22, 2023
District Commissioner Member	Truman Tinsley
Citizen Notification	Legal Notice was run in the July 22, 2023 edition of the *Griffin Daily News* for the City Board of Commissioners Public Hearing. Signage was placed on the property illustrating the purpose, date and time of the meeting on July 21, 2023.

Proposal/Site Location:
The applicant, Nate Fuss with Bohler Engineering GA LLC on behalf of Mavis Tire and The Kroger Co. is requesting a variance from Article 7 Section 714D and J which requires a minimum lot width of 100' in the PCD, Planned Commercial Development district. Kroger is proposing to sell a .641-acre +/- tract for the development of new commercial retail service space in the Northeast portion of the parking lot. The location of the building is on the preliminary site plan designed in 2019 for the Kroger store. Mavis Tire will own both the new building and the land. A variance is necessary to reduce the physical requirement of lot width since the new parcel will not front a public street.



Zoning Ordinance Sections applicable to this Application:
The following sections of the Unified Development Code apply to this variance request:

Article 410	Variance
Article 714 D & J	Physical Requirements

Article 410, Variance Standards for Review:

1. **There are extraordinary and exceptional conditions pertaining to the particular piece of property in question because of its size, shape, or topography;**
   There are no extraordinary and exceptional conditions pertaining to this particular piece of property as it relates to 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.**
   The application of the physical requirements of PCD could prevent the sale of the property which will reduce the possibility of future development unless only as a build to lease option. Kroger is proposing to sell only the area needed for development of the new Mavis Tire building.

3. **Such conditions are peculiar to the piece of property involved.**
   Such conditions are peculiar to the piece of property involved as the existing development is a group development/shopping complex. There is limited access to right of way frontage which creates a difficulty in selling small internal developable parcels. The current development has ample parking and space for development.

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.**
   If granted, the variance should not cause substantial detriment to the public good or create a negative impact on the surrounding properties.

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

Planning & Development Department Review:

Planning Staff has reviewed the applicant's request for a variance from Article 7 Sections 714 D & J to allow the reduction of minimum lot width within the PCD zoning district. The proposed new structure will be located within the Kroger shopping complex which has ample parking and space for development. The conditions of this request are unique and peculiar to this location and development.

Planning Staff Recommendation:

Planning & Development staff recommends **CONDITIONAL APPROVAL** of the variance request (23–VAR-05) at 1524 Highway 16 West submitted by Nate Fuss on behalf of Mavis Tire, to reduce the minimum lot width of 100' in the PCD, Planned Commercial Development district to 0' with the following conditions:

a. The new building shall be developed with exterior elevations and building materials which substantially match the adjacent existing Kroger store at 1524 Highway 16 West. Planning & Development staff shall approve the elevations prior to issuance of building permit.
b. Development agreement between Kroger and new owner shall be recorded and copy provided to Planning & Development prior to issuance of building permit.

Submitted by:

Michelle Haynes
Principal Planner
Planning and Development Services

AGENDA ITEM SUMMARY

ITEM SUMMARY:

Consider a request for a special use permit for a Personal Care Home in Planned Commercial Development (PCD) for property located at 217 S. 13th Street. *Director of Planning & Development, Chad Jacobs, will address.*

SPECIAL CONSIDERATIONS OR CONCERNS:

The applicant, BRD Griffin Commercial Investments, LLC, is seeking approval of a Special Use Permit for a personal care home at 217 S 13th Street. Bryan Davis, owner, envisions this location as a place where veterans can receive the proper care and stability they need and deserve. A Special Use Permit would allow this type of facility and service. This parcel is in the Planned Commercial Development (PCD) zoning district.

STAFF RECOMMENDATION:

Staff recommends APPROVAL of the Special Use Permit (23-SUP-02) submitted by BRD Griffin Commercial Investments, LLC to allow for a Special Use Permit for a personal care home located at 217 S 13th Street.

FINANCIAL IMPACT:

N/A

Submitted By:
Chad Jacobs

Meeting Date:
22/08/2023

Reviewed By:
Jessica O'Connor

ATTACHMENTS:
Application; 217 S 13th St.pdf
217 S 13th Street SU Staff Report.pdf

Griffin

PLANNING AND DEVELOPMENT SERVICES DEPARTMENT

APPLICATION FOR SPECIAL USE

Date Received: 7/10/23 Application Number: 23-SUP-02

Applicant: BRD Griffin Commercial Investments LLC Telephone Number: 770-468-2664

E-mail Address: Davis.k.bryan@gmail.com

Address: P.O. Box 2972 Alpharetta, GA 30023

Project Name/Description: Veterans Personal Care Home

Address/Location: 217 S 13th Street - Griffin, GA

Tax Map District 01 Block _____ Lot Number 144

Zoning C3 Parcel(s) Size: 1.16 Acres (acres or square feet)

Applicant is: Property Owner ✓ Engineer: _____ Architect: _____

Realtor: _____ Other: _____

Application fee amount: _____

Paid by: _____ Check (check # _____) _____ Cash

_____ Cashier's Check _____ Other

I attest that this Special Use Application and its attachments meet all applicable requirements of the City of Griffin ordinances and development guidelines, codes, and regulations to the best of my knowledge.

Bryan Davis Date: 7/10/23

Signature of Applicant (or authorized representative)

Griffin

PLANNING AND DEVELOPMENT SERVICES DEPARTMENT
SPECIAL USE QUESTIONNAIRE

Date Submitted: 7/10/23 Application Number: 23-SUP-02

Applicant Name: BRD Griffin Commercial Investments LLC

Address of Property: 217 S 13th Street - Griffin, GA

Tax Map, Block and Lot Number: District 04 Lot 144

Applicable Zoning Ordinance Section: _____

A. The following information must be submitted with the Special Use Application:

1. One (1) copy of a site plan, boundary survey, and Tax Map of the property – No Modifications to the exterior or site, current parking and entrances/exits to be used.

B. Please provide written answers to the following questions to justify a Request for Special Use:

1. What is the Special Use being requested and why is it necessary to the development of the identified property? Personal Care Home - 6 Occupants - 6 Beds/2 Baths
2. Explain the proposed ingress and egress to the property and buildings with reference to vehicular and pedestrian safety, traffic flow and emergency vehicle access; what parking is available and how will it affect adjoining streets? Currently Commercial and already has parking, entrances, & exit.
3. What are the proposed days and hours of operation of the proposed use and will any outdoor lighting be utilized? 7 Days week - 24hrs Day - Personal Care Home
4. For uses involving public access assemblies, such as churches, auditoriums, theatres, meeting halls, restaurants and similar places, explain how the proposed use will meet the required fire, life safety and health code. Monitored fire alarm, sprinkler system, lighted exit signs
5. Detail utilities to the property and provide the names of the providers noting their location and availability (water, sanitary sewer, electric, gas, refuse, etc.) Property is currently served by City of Griffin
6. What screening buffers are being proposed with reference to location, type, dimension, and character? N/A
7. Are there any signs proposed? Please provide their location, lighting method, material type, size and compatibility with the surrounding properties. Current Signage will be removed & No signage added.
8. Explain how the proposed use is compatible with the existing uses in the surrounding neighborhood.
9. Will the proposed use constitute a nuisance or hazard or otherwise adversely affect the public interest because of the number of people attending or using the facility, noise, fumes generated, or type of physical activity? NO.

Current building is on a transition street with residential and commercial in close proximity.

Griffin

PLANNING AND DEVELOPMENT SERVICES DEPARTMENT

OWNER'S AUTHORIZATION

This is to certify that:

BRD Griffin Commercial Investments LLC - Bryan Davis

(Name of Applicant, Property Owner, or other Representative)

The person named above is the Owner or Representative of the Owner holding interest in the property that is the subject of the attached application.

By execution of this form, authorization is given to the person named as "Applicant" below, acting on behalf of the owner, to file for and pursue a request for approval of the following.

___ Rezoning	___ Minor Site Plan
✓ Special Use Request	___ Preliminary Site Plan
___ Variance Request	___ Final Site Plan/ Subdivision Plat

Applicant: Bryan Davis Telephone Number: 770-468-2664

Address: 217 S. 13th Street - Griffin, GA

Signature of Owner Date: 7/10/23

Signature of Representative Date: 7/10/23

Notary Signature and Seal

Commission expiration date:

PAMELA J. RINETTE NOTARY PUBLIC EFFINGHAM COUNTY GEORGIA EXPIRES 01/10/2027

Griffin

PLANNING AND DEVELOPMENT SERVICES DEPARTMENT
CONFLICT OF INTEREST DISCLOSURE

Have you, within the two (2) years immediately preceding the filing of this application, made campaign contributions aggregating $250.00 or more to a member of the Board of Commissioners, a member of the Planning & Zoning Board, or any other government official who will consider this application?

____ Yes X No

If yes, please complete the following section:

Name and Official Position of Government Official:

Please list the Date and Amount of Contribution(s) (List all which aggregate $250.00 or more)

Signature of Applicant Date: 7/10/23

Bryan Davis
Printed Name

Signature of Applicant's Attorney or Representative Date:

Printed Name

217 South 13th Street
Special Use Permit Request
File No. 23-SUP-02

Applicant: BRD Griffin Commercial Investments LLC
Owner: Bryan Davis



Land Use Classification	Commercial
Current Zoning	Planned Commercial Development
Proposed Use	Commercial – Personal Care Home
Parcel Size	.16/- Acres
Tax Map, Block and Lot No.	011 16007
Planning and Zoning Board	Joann Todd District 4
City Commission	David Brock District 4
Citizen Notification	Legal notice was run in the July 29, 2023 edition of the Griffin Daily News for the Planning & Zoning Meeting and for the City Board of Commissioners Public Hearing. A sign was placed on the proposed property illustrating the purpose, date and time of both meetings on July 31, 2023 as well.

Proposal:

The applicant, BRD Griffin Commercial Investments, LLC, is seeking approval of a Special Use Permit for a personal care home at 217 S 13th Street. Bryan Davis, owner, envisions this location as a place where veterans can receive the proper care and stability they need and deserve. A Special Use Permit would allow this type of facility and service. This parcel is in the Planned Commercial Development (PCD) zoning district.



Zoning Ordinance Sections applicable to this Application:

The following sections of the City of Griffin Unified Development Code (UDC) apply to the Special Use permit request:

Article 406	Special Use Permit Provision
Article 408	Public Hearing
Article 503 E	Personal Care Home
Article 714	Planned Commercial Development

Article 406 Special Uses:

ALL PROPOSED SPECIAL USES FOR PROPERTY SHALL BE EVALUATED IN LIGHT OF THE FOLLOWING STANDARDS:

1. IT MUST NOT BE DETRIMENTAL TO THE USE OR DEVELOPMENT OF THE ADJACENT PROPERTIES, OR TO THE GENERAL NEIGHBORHOOD SO AS TO ADVERSELY AFFECT THE HEALTH, SAFETY OR GENERAL WELFARE OF CITIZENS;

   FINDINGS: Upon review and evaluation of the applicant's request, Planning Staff cannot find any detrimental impacts on the 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;

   FINDINGS: The structure, which is 2108 square feet, will consist of six (6) bedrooms and two (2) bathrooms. There will be six (6) residents and each resident will have a private room. Per Article 503 E, each personal care home, group home for disabled persons, and boarding home shall be subject to the following requirements:

   (1) Minimum House Size:

   (a) For no more than four (4) residents: one thousand five hundred (1,500) heated square feet;

   (b) For no more than six (6) residents: two thousand (2,000) heated square feet;

   (c) For no more than eight (8) residents: two thousand five hundred (2,500) heated square feet;

   (d) "Resident" as used within this sub-section shall be interpreted to include client(s) receiving personal services, caregiver(s), and any other adult or child domiciled in the dwelling.

   (2) No more than two (2) residents occupying a single bedroom;

   (3) Compliance with the requirements of the Americans with Disabilities Act, 42 U.S.C. § 126 et seq.;

   (4) Compliance with the requirements of any and all State regulations and licensing requirements governing the operation of the facility, including but not limited to regulations of the Department of Community Health, the Department of Behavioral Health and Developmental Disabilities, and/or the Department of Human Services, as applicable;

   (a) Copies of State licenses or other documentation required for lawful operation of the facility must be provided to the City of Griffin.

(5) Receipt of a certificate of inspection and approval by the fire marshal and building inspector demonstrating compliance with applicable minimum life safety and building codes;

(6) Issuance of an occupational tax certificate for the facility from the City of Griffin

The size of the building and the number of residents are in compliance with Article 503 E.1.b. The home will be staffed 24/7 although none of the staff will live at the location. The owner plans to add a monitored fire alarm, sprinkler system, and lighted exits per life safety, fire and building codes. There are adequate parking spaces for staff and residents. Granting the Special Use Permit request will not adversely affect the existing properties or uses.

3. GENERAL COMPATIBILITY OF THE PROPOSED SPECIAL USE WITH ADJACENT PROPERTIES AND OTHER LAND USES IN THE GENERAL AREA.

   FINDINGS: The applicant's proposed use as a personal care home is compatible with the adjacent properties and land uses within the area. The subject property is located on a local street in between W. Poplar St and W. Taylor St. Staff considers this area a residential/commercial transitional corridor. The area has predominately commercial uses; however, there are addresses in this area of town which are in the PCD zoning district but have residential uses. The residential uses are either legal non-conforming or have been granted through the approval of a special use.

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.

   FINDINGS: 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.

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 PROPSED 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.

FINDINGS: The proposed use will not have a harmful effect, negative impact, or cause damage to the neighboring properties or the city in general. There is proper ingress and egress at this location and the use should not affect traffic flow. All parking is off-street and there is no proposed signage. Emergency vehicles will have easy access to the location and building should the residents require emergency services.

6. THE APPLICANT MUST MEET ALL SPECIFIC REQUIREMENTS ESTABLISHED IN THIS ORDINANCE FOR THE PARTICULARIZED SPECIAL USE REQUESTED, INCLUDING DESIGN TREATMENTS REQUIRED BY ARTICLE 5 AND 6.

   FINDINGS: The request for a Special Use Permit to allow a personal care home is compliant with all of the Special Use Permit provisions under the City of Griffin Unified Development Code.

Planning Staff's Comments:

The applicant, BRD Griffin Commercial Investments, LLC, is seeking approval of a Special Use Permit for a personal care home at 217 S 13th Street. Bryan Davis, owner, envisions this location as a place where veterans can receive the proper care and stability they need and deserve. A Special Use Permit would allow this type of facility and service. This parcel is in the Planned Commercial Development (PCD) zoning district.

Planning Staff's Recommendation:

Staff recommends **APPROVAL** of the Special Use Permit (23-SUP-02) submitted by BRD Griffin Commercial Investments, LLC to allow for a Special Use Permit for a personal care home located at 217 S 13th Street.

Submitted by:
Michelle Haynes
Principal Planner
Planning and Development Services

AGENDA ITEM SUMMARY

ITEM SUMMARY:

Consider a resolution naming Deborah Manning-Gilbert, Finance Director , Amanda Carmichael, Controller, and Christina Ortiz, Accountant IV as individuals authorized to deposit and/or withdraw funds from the local government investment pool on behalf of the City of Griffin and authorize the Mayor to execute said resolution. *Deborah Manning-Gilbert, Finance Director, will address.*

SPECIAL CONSIDERATIONS OR CONCERNS:

These signatures are used to execute transactions, deposits and/or withdraw funds with Georgia Fund 1. Currently, Markus Schwab is still listed as an authorized agent for the City of Griffin.

STAFF RECOMMENDATION:

Staff recommends approval.

FINANCIAL IMPACT:

N/A

Submitted By:
Deborah Gilbert

Meeting Date:
22/08/2023

Reviewed By:
Jessica O'Connor

ATTACHMENTS:
GF1_Resolution__City_of_Griffin.pdf

DocuSign Envelope ID: 294AB8CB-28C4-4DD7-8DB4-E8B5E6AA5B96

GEORGIA FUND 1

(Local Government Investment Pool "LGIP")

Resolution to Authorize Investment and Designate Representatives

GF1 Acct# |_____|

Effective Date* |08/23/2023 |

PARTICIPANT INFORMATION

Participant Name: |City of Griffin | TIN: |58-6000587 |

Physical Address: |100 South Hill Street | City: |Griffin | State: |GA | Zip Code: |30223 |

Mailing Address: |PO BOX T | City: |Griffin | State: |GA | Zip Code: |30224 |

This Resolution is for:

☐ New Account ☒ Amendment to an existing account

GF1 Account Number (New): |_____| GF1 Account Number (Amended): |2004-23304 |

If change(s) are applicable to other existing accounts, please submit a new resolution for each applicable account.

WHEREAS, O.C.G.A. § 36-83-1 to § 36-83-8 authorizes Georgia local governments and other authorized entities to invest funds through the local government investment pool; and,

WHEREAS, all state departments, boards, bureaus, and agencies ("state entities") and local governments may make deposits and maintain accounts in the LGIP as Participants, subject to approval by the State Depository Board as required in O.C.G.A. § 36-83-2(b)(4); and,

WHEREAS, from time to time it may be advantageous to City of Griffin (Name of Local Government, Political Subdivision or State Agency) to deposit funds available for investment in Georgia Fund 1 (hereinafter referred to as the local government investment pool) as it may deem appropriate; and,

WHEREAS, to provide for the safety of such funds deposited in the local government investment pool, investments are restricted to those enumerated by O.C.G.A. §36-83-4. Pursuant to the investment policies established by the State Depository Board, the State Treasurer shall invest moneys in the local government investment pool considering first the probable safety of capital and then the probable income to be derived; and,

WHEREAS, such deposits must first be duly authorized by the governing authority of the local government or authorized entity and a certified copy of the resolution authorizing such investment filed with the State Treasurer; and

WHEREAS, such resolution must name the official(s) authorized to make deposits or withdrawals of funds in the local government investment pool; and,

WHEREAS, O.C.G.A. §36-83-8 requires a statement of the approximate cash flow requirements of the local government or authorized entity pertaining to the investment of such funds;

NOW, THEREFORE BE IT RESOLVED by the Board of Commissioners (Board, Council or other Governing Authority) that City of Griffin (Local Government, Political Subdivision, or State Agency) meets the criteria as defined in O.C.G.A. § 36-83-3 to participate and deposit funds from time to time in the manner prescribed by law and in accordance with the applicable policies and procedures for the local government investment pool.

DocuSign Envelope ID: 294AB8CB-28C4-4DD7-8DB4-E8B5E6AA5B96

GEORGIA FUND 1

(Local Government Investment Pool "LGIP")

Resolution to Authorize Investment and Designate Representatives

GF1 Acct# |_____|

Effective Date*|08/23/2023 |

AUTHORIZED REPRESENTATIVES OF THE PARTICIPANT

Any one of the following individuals shall be authorized to deposit and/or withdraw funds from the local government investment pool on behalf of the Participant: (Please select at least one person for online system (IPAS) access to electronically perform authorized functions and to obtain monthly statements. All individuals currently with online access not on this resolution will be deactivated)

1. Printed Name: |Deborah Manning-Gilbert | Telephone: |470-497-3388 |
   Title: |Director of Finance | Cell Number: |678-544-5252 |
   Email: |dgilbert@cityofgriffin.com | ☒ Grant IPAS Access
   Authority: ☒ Deposit/Withdrawal/Transfer ☐ Deposit Only

2. Printed Name: |Amanda Carmichael | Telephone: |470-497-3451 |
   Title: |Controller | Cell Number: |678-544-5306 |
   Email: |acarmichael@cityofgriffin.com | ☒ Grant IPAS Access
   Authority: ☒ Deposit/Withdrawal/Transfer ☐ Deposit Only

3. Printed Name: |Christina Ortiz | Telephone: |470-497-3453 |
   Title: |Accountant IV | Cell Number: |404-985-4459 |
   Email: |cortiz@cityofgriffin.com | ☒ Grant IPAS Access
   Authority: ☒ Deposit/Withdrawal/Transfer ☐ Deposit Only

4. Printed Name: |_____| Telephone: |_____|
   Title: |_____| Cell Number: |_____|
   Email: |_____| ☐ Grant IPAS Access
   Authority: ☐ Deposit/Withdrawal/Transfer ☐ Deposit Only

5. Printed Name: |_____| Telephone: |_____|
   Title: |_____| Cell Number: |_____|
   Email: |_____| ☐ Grant IPAS Access
   Authority: ☐ Deposit/Withdrawal/Transfer ☐ Deposit Only

☐ **For additional AUTHORIZED individuals, please check and attach user information to this form.**

AUTHORIZED REPRESENTATIVES OF THE PARTICIPANT – READ ONLY

In addition, and at the option of the Participant, additional authorized representatives can be designated to perform inquiry only of selected information. This limited representative cannot make deposits or withdrawals. If the Participant desires to designate a representative with inquiry rights only, complete the following information.

1. Printed Name: |Jessica W. O'Connor | Telephone: |770-229-6408 |
   Title: |City Manager | Cell Number: |_____|
   Email: |joconnor@cityofgriffin.com |

2. Printed Name: |Ashley Reum | Telephone: |470-497-3456 |
   Title: |Accountant II | Cell Number: |_____|
   Email: |areum@cityofgriffin.com |

3. Printed Name: |_____| Telephone: |_____|
   Title: |_____| Cell Number: |_____|
   Email: |_____|

☐ **For additional READ ONLY access individuals, please check and attach user information to this form.**

DocuSign Envelope ID: 294AB8CB-28C4-4DD7-8DB4-E8B5E6AA5B96

GEORGIA FUND 1

(Local Government Investment Pool "LGIP")

Resolution to Authorize Investment and Designate Representatives

GF1 Acct# |_____|

Effective Date*|08/23/2023 |

PERIOD OF INVESTMENT

The period in which the initial deposit is currently expected to remain invested in the local government investment pool is a minimum of 30% for no less than 30 days. Subsequent deposits should comply with the LGIP Trust Policy.

DISCLOSURES

Balances are subject to investment risks, including possible loss of principal amount invested and securities that may trade at negative rates.

LGIP deposits are not guaranteed or insured by any bank, the Federal Deposit Insurance Corporation (FDIC), the Federal Reserve Board, the State of Georgia, or any other entity.

The Office of State Treasurer (OST) has third-party insurance coverages designed to insure our agency against defense and liability expenses incurred due to loss/damage caused to LGIP participants by our actions. Through the Department of Administrative Services, the State of Georgia may carry various insurance programs for the protection of State Agencies, Authorities, the University System of Georgia, and the Technical College System of Georgia, some of which may be LGIP participants. DOAS may carry cyber-insurance for certain executive branch agencies, as well as crime and employee dishonesty coverage for all State agencies, authorities, and higher education organizations. DOAS does not carry cyber-insurance for other LGIP participants.

Damage caused by local government participants' actions are not covered by either the State's cyber-insurance plan or the crime and employee dishonesty plan. DOAS programs are designed to cover the actions of State organizations who participate in the various insurance programs. See OST website (https://ost.georgia.gov) for the latest cyber-insurance plan information.

Additional disclosures are included in the LGIP Trust Policy which is periodically updated and is available on the OST website. By authorizing this resolution, the entity acknowledges it has read and understands the LGIP Trust Policy and risks associated with investing in Georgia Fund 1.

BANKING INFORMATION

All withdrawals from the local government investment pool shall be sent via ACH to the following participant's demand deposit account(s) except for account(s) designated as corporate trust accounts. Wires are typically used for Corporate Trust payments and always used for same-day transactions. (Please see "Instructions for Completing ACH & Wire Information" for more detailed information.)

- **Please verify ACH and Wire instructions with your bank and provide them below.** ACH INSTRUCTIONS MAY VARY FROM YOUR BANK'S WIRING INSTRUCTIONS. IF THE LOCAL BANK IS NOT ON-LINE WITH THE FEDERAL RESERVE, PLEASE PROVIDE CORRESPONDENT BANK INSTRUCTIONS. This will ensure accurate delivery of your funds to the designated bank account.
- If the bank account is not a corporate trust account, please complete both ACH & Wire instructions.

Please complete the following form to add new banking instructions, or to change or delete existing banking instructions.

OST will directly deposit via ACH for all ACH enabled accounts.

To authorize Office of State Treasurer (OST) to withdraw funds via ACH debit from the designated bank account, please select "Yes" below your ACH banking instructions.

Debit authorization may be withdrawn with at least 15-days advance written notice to the Georgia Office of the State Treasurer. I also understand that the OST reserves the right to reverse ACH electronic transfers made in error.

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GEORGIA FUND 1

(Local Government Investment Pool "LGIP")

Resolution to Authorize Investment and Designate Representatives

GF1 Acct# |_____|

Effective Date*|08/23/2023 |

BANKING INSTRUCTIONS

Bank 1:

Bank Name: |Truist _____| Account Title: |City of Griffin - General Fund _____|

Bank Address: |303 Peachtree Street NE 32nd FL _____|

City: |Atlanta _____| State: |GA| Zip Code: |30308 |

Bank Contact: |Digna Williams _____| Bank Contact Telephone Number: |404-827-6711 |

Corporate Trust Account: ☐ No ☐ Yes (If Yes, confirm preferred method of transfer, ACH or Wire)

ACH Instructions

Bank ABA Number: ____| Bank Account Number: _____|

Allow OST to ACH Debit for Contributions:

☐ Yes. If there is a debit block on this account, please provide the bank OST's Company ID: 1581125844.

X ☐ No. Participant will be responsible for sending a wire for any contributions made to the Georgia Fund 1 account.

WIRE Instructions

Bank ABA Number: ____| Bank Account Number: _____|

Addendum Information: |_____|

Correspondent Bank Instructions Required? ☐ Yes ☐ No ☐ Attach Correspondent Bank Wire Instruction

Correspondent Bank Name: |_____| Correspondent Bank ABA#: |_____|

Correspondent Bank City: |_____| Correspondent Bank Account#: |_____|

Bank 2:

Bank Name: |_____| Account Title: |_____|

Bank Address: |_____|

City: |_____| State: |___| Zip Code: |_____|

Bank Contact: |_____| Bank Contact Telephone Number: |_____|

Corporate Trust Account: ☐ No ☐ Yes (If Yes, confirm preferred method of transfer, ACH or Wire)

ACH Instructions

Bank ABA Number: |_____| Bank Account Number: |_____|

Allow OST to ACH Debit for Contributions:

☐ Yes. If there is a debit block on this account, please provide the bank OST's Company ID: 1581125844.

☐ No. Participant will be responsible for sending a wire for any contributions made to the Georgia Fund 1 account.

WIRE Instructions

Bank ABA Number: |_____| Bank Account Number: |_____|

Addendum Information: |_____|

Correspondent Bank Instructions Required? ☐ Yes ☐ No ☐ Attach Correspondent Bank Wire Instruction

Correspondent Bank Name: |_____| Correspondent Bank ABA#: |_____|

Correspondent Bank City: |_____| Correspondent Bank Account#: |_____|

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GEORGIA FUND 1

(Local Government Investment Pool "LGIP")

Resolution to Authorize Investment and Designate Representatives

GF1 Acct# |_____|

Effective Date*|08/23/2023 |

Bank 3:

Bank Name: |_____| Account Title: |_____|

Bank Address: |_____|

City: |_____| State: |___| Zip Code: |_____|

Bank Contact: |_____| Bank Contact Telephone Number: |_____|

Corporate Trust Account: ☐ No ☐ Yes (If Yes, confirm preferred method of transfer, ACH or Wire)

ACH Instructions

Bank ABA Number: |_____| Bank Account Number: |_____|

Allow OST to ACH Debit for Contributions:

☐ Yes. If there is a debit block on this account, please provide the bank OST's Company ID: 1581125844.

☐ No. Participant will be responsible for sending a wire for any contributions made to the Georgia Fund 1 account.

WIRE Instructions

Bank ABA Number: |_____| Bank Account Number: |_____|

Addendum Information: |_____|

Correspondent Bank Instructions Required? ☐ Yes ☐ No ☐ Attach Correspondent Bank Wire Instruction

Correspondent Bank Name: |_____| Correspondent Bank ABA#: |_____|

Correspondent Bank City: |_____| Correspondent Bank Account#: |_____|

Bank 4:

Bank Name: |_____| Account Title: |_____|

Bank Address: |_____|

City: |_____| State: |___| Zip Code: |_____|

Bank Contact: |_____| Bank Contact Telephone Number: |_____|

Corporate Trust Account: ☐ No ☐ Yes (If Yes, confirm preferred method of transfer, ACH or Wire)

ACH Instructions

Bank ABA Number: |_____| Bank Account Number: |_____|

Allow OST to ACH Debit for Contributions:

☐ Yes. If there is a debit block on this account, please provide the bank OST's Company ID: 1581125844.

☐ No. Participant will be responsible for sending a wire for any contributions made to the Georgia Fund 1 account.

WIRE Instructions

Bank ABA Number: |_____| Bank Account Number: |_____|

Addendum Information: |_____|

Correspondent Bank Instructions Required? ☐ Yes ☐ No ☐ Attach Correspondent Bank Wire Instruction

Correspondent Bank Name: |_____| Correspondent Bank ABA#: |_____|

Correspondent Bank City: |_____| Correspondent Bank Account#: |_____|

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GEORGIA FUND 1

(Local Government Investment Pool "LGIP")

Resolution to Authorize Investment and Designate Representatives

GF1 Acct# |_____|

Effective Date*|08/23/2023 |

Bank 5:

Bank Name: |_____| Account Title: |_____|

Bank Address: |_____|

City: |_____| State: |___| Zip Code: |_____|

Bank Contact: |_____| Bank Contact Telephone Number: |_____|

Corporate Trust Account: ☐ No ☐ Yes (If Yes, confirm preferred method of transfer, ACH or Wire)

ACH Instructions

Bank ABA Number: |_____| Bank Account Number: |_____|

Allow OST to ACH Debit for Contributions:

☐ Yes. If there is a debit block on this account, please provide the bank OST's Company ID: 1581125844.

☐ No. Participant will be responsible for sending a wire for any contributions made to the Georgia Fund 1 account.

WIRE Instructions

Bank ABA Number: |_____| Bank Account Number: |_____|

Addendum Information: |_____|

Correspondent Bank Instructions Required? ☐ Yes ☐ No ☐ Attach Correspondent Bank Wire Instruction

Correspondent Bank Name: |_____| Correspondent Bank ABA#: |_____|

Correspondent Bank City: |_____| Correspondent Bank Account#: |_____|

Bank 6:

Bank Name: |_____| Account Title: |_____|

Bank Address: |_____|

City: |_____| State: |___| Zip Code: |_____|

Bank Contact: |_____| Bank Contact Telephone Number: |_____|

Corporate Trust Account: ☐ No ☐ Yes (If Yes, confirm preferred method of transfer, ACH or Wire)

ACH Instructions

Bank ABA Number: |_____| Bank Account Number: |_____|

Allow OST to ACH Debit for Contributions:

☐ Yes. If there is a debit block on this account, please provide the bank OST's Company ID: 1581125844.

☐ No. Participant will be responsible for sending a wire for any contributions made to the Georgia Fund 1 account.

WIRE Instructions

Bank ABA Number: |_____| Bank Account Number: |_____|

Addendum Information: |_____|

Correspondent Bank Instructions Required? ☐ Yes ☐ No ☐ Attach Correspondent Bank Wire Instruction

Correspondent Bank Name: |_____| Correspondent Bank ABA#: |_____|

Correspondent Bank City: |_____| Correspondent Bank Account#: |_____|

☐ **For additional BANK ACCOUNTS, please check and attach bank instructions to this form.**

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GEORGIA FUND 1

(Local Government Investment Pool "LGIP")

Resolution to Authorize Investment and Designate Representatives

GF1 Acct# |_____|

Effective Date* |08/23/2023 |

SIGNATURE OF HEAD OF GOVERNING AUTHORITY

Changes in the above authorization shall be made by cancellation or a replacement resolution delivered to the Office of the State Treasurer. Until such a replacement resolution is received and approved by the Office of the State Treasurer, the above authorized individuals, demand account instructions and statement mailing address(es) shall remain in full force and effect.

Entered at _____, Georgia this _____ day of _____ 20___.

_____

(Signature of Head of Governing Authority)

Douglas S. Hollberg

(Please Print or Type - Head of Governing Authority)

Mayor

(Title)

Please select "Option A" **OR** "Option B"

Option A: Notary Certification

NOTARY SEAL

Notary Public Signature: _____

Notary Public Signature Date: _____

Commission Expiration Date: _____

Option B: OST Certification

Head of Governing Authority signatory attestation by OST Personnel:

OST Personnel Name: _____

OST Personnel Signature: _____

OST Personnel Signature Date: _____

MAILING INSTRUCTIONS

If completed manually, please complete and return a signed original to:

Georgia Fund 1
Office of the State Treasurer
200 Piedmont Avenue
Suite 1204, West Tower
Atlanta, GA 30334-5527

Telephone: (404) 656-2993
Toll Free: (800) 222-6748

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*****FOR OFFICE OF THE STATE TREASURER USE ONLY*****

GF1 Resolution Verification

RESOLUTION VERIFICATION

Acct#: |_____|

Agency Name: |_____|

Website: |_____|

Website Phone: |_____|

Confirmed by: |_____|

Verified by: |_____|

Date & Time: |_____|

Identity Validation Method: |_____|

BUSINESS CONTACTS & IPAS

Removed from Contacts: |_____|

Added to Contacts: |_____|

New IPAS Account: |_____|

Removed From IPAS: |_____|

INTERNAL SIGNATURES

Received (FA)	Notary/ OST Certified (IA)	Agency Head (IA)	Verified (IA)	Public Entity (IA)	Accounting	Banking	Contacts (FA)	IPAS (FA)
Email (FA)	Master Log (FA)	Contacts (IA)	IPAS (IA)	Uploaded (FA)			New/Amended Account Approved (Treasurer/Deputy Treasurer)	

AGENDA ITEM SUMMARY

ITEM SUMMARY:

Consider, on first reading, an ordinance amending Chapter 74, SOLID WASTE, Code of Griffin, Article II, Handling Storage and Collection, and Article VI, Billing and Enforcement, for the purpose of prohibiting the disposal or placement of lithium-ion batteries in residential or commercial solid waste, the City landfill, or the City's transfer station. *Staff Attorney, Kelsey Carden, will address.*

SPECIAL CONSIDERATIONS OR CONCERNS:

In May 2023, the United States Environmental Protection Agency issued a memorandum on lithium battery recycling. The EPA memo recommends that lithium-ion batteries be segregated from the municipal waste stream to avoid introducing hazards to the workers and community. Lithium batteries, when damaged or cheaply made, create a fire hazard.

The City of Griffin Solid Waste Department has worked with the fire department to mitigate these risks, but we have experienced first hand the danger that improperly disposed hazardous waste can have on our staff and solid waste management facilities.

This ordinance amendment prohibits the placement or disposal of lithium-ion batteries in residential or commercial solid waste in the City. If adopted, residents and businesses must arrange for disposal or recycling of lithium batteries at collection sites or household hazardous waste collection facilities.

The EPA provides a resource at the following link where a nearby collection site or collection facility can be located: https://www.epa.gov/recycle/used-lithium-ion-batteries

Additionally, each fire station has a drop box for lithium batteries located in the parking lot.

STAFF RECOMMENDATION:

Staff recommends approval.

FINANCIAL IMPACT:

Violation of these charges will be enforced in the same manner as improper disposal of lead-acid batteries. Citations will carry a maximum of $1,000 fine and/or six months in jail.

Submitted By:
Kelsey Carden

Meeting Date:
22/08/2023

Reviewed By:
Jessica O'Connor

ATTACHMENTS:
Solid Waste Lithium Battery Ordinance - 8.15.23 v.1.pdf
REDLINE - Chapter 74 - Solid Waste Lithium-Ion Batter Prohibition.pdf

No. 23 –

AN ORDINANCE

AN ORDINANCE, AMENDING THE CODE OF GRIFFIN, GEORGIA, AT CHAPTER 74, SOLID WASTE, SECTION 74-33, COLLECTION OF RESIDENTIAL SOLID WASTE; SECTION 74-35, UNACCEPTABLE CURBSIDE MATERIALS, RESIDENTIAL AND COMMERICAL; SECTION 74-37, COLLECTION OF COMMERCIAL AND INDUSTRIAL SOLID WASTE; SECTION 74-40, USE OF TRANSFER STATION, FEES AND CHARGES; SECTION 74-161, OFFENSES, PENALTIES AND ENFORCEMENT; TO PROHIBIT DISPOSAL OF LITHIUM-ION BATTERIES IN RESIDENTIAL AND COMMERCIAL MUNICIPAL SOLID WASTE WITHIN THE CITY; TO PROHIBIT DISPOSAL OF LITHIUM-ION BATTERIES AT THE CITY TRANSFER STATION; TO PROHIBIT DUMPING OR DEPOSITING OF LITHIUM-ION BATTERIES ON PUBLIC OR PRIVATE PROPERTY WITHIN THE CITY EXCEPT AS PROVIDED WITHIN CHAPTER 74; TO PROVIDE FOR AN EFFECTIVE DATE; TO REPEAL ALL ORDINANCES AND PARTS OF ORDINANCES IN CONFLICT HEREWITH; TO PROVIDE FOR SEVERABILITY; 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 Code of Griffin, Georgia is hereby amended at Chapter 74, SOLID WASTE, Article II, HANDLING STORAGE AND COLLECTION, by amending the following sections therein to provide as follows:

a. Section 74-33, Collection of residential solid waste, shall be amended to read:

"Sec. 74-33. Collection of residential solid waste.

(a) *Receipt of service required.* In order to protect the public health and sanitation, to prevent the spread of contagious or infectious diseases, and to prevent the breeding of rodents, insects and other vermin, all improved residential properties (single-family and multifamily residences) within the city shall receive regular municipal solid waste collection services from the city solid waste department. All residential customers will be provided once-per-week collection of their solid waste debris. No owner of a residential property shall be exempt or relieved from payment of the monthly sanitation collection and handling fee by reason of failure or refusal to receive services as provided by the solid waste department. Such fee shall be imposed against the property itself and payment of the fee shall be enforceable and collected as provided by law for levy and sale of in rem liens.

(b) *Outside storage of residential solid waste; curbside containers.* All residential solid waste, except newspapers, stored outside the residence pending collection shall be placed inside approved containers with lids tightly affixed. Approved containers shall be those issued by the city to residential customers pursuant to this article, designed to be rolled to curbside for periodic collection. All waste must be bagged and placed inside the container. Under no circumstances will garbage outside of city-issued containers be collected. If necessary, extra containers may be obtained for an additional monthly fee, as determined by the current fee schedule in affect at the time such additional cart is provided. Each container

shall bear a serial number and shall be registered to the assigned customer. All containers shall remain the property of the city. Additionally, in the event a container is lost, stolen or intentionally damaged, the city reserves the right to charge the customer the replacement cost of the container. Except when taken to the curbside for scheduled collection, containers shall be consistently located behind the residence and outside of fenced enclosures in which animals are kept. Containers shall be used exclusively for the storage and transport of solid waste to the curbside.

(c) *Time and placement of containers.* By 6:30 a.m. on the scheduled day for collection, customers should place their containers at curbside in front of the customer's residence. Both the solid waste and recycling containers should be placed approximately four feet from the edge of the roadway, but not so as to pose a physical or visual obstruction to motorists. Both containers may be placed at curbside the night before the scheduled day for collection; for example, if the scheduled day for collection is Monday, containers may be placed at curbside on Sunday evening. All carts shall be placed with the front of the cart squarely facing the roadway, so as to be capable of being picked up by automated collection equipment. Where there is insufficient right-of-way adjacent to the roadway, or other topographical difficulties exist which make it unreasonable to conform to the general requirements, customers should place their container at a location mutually agreeable to the customer and solid waste department, after consultation with the solid waste director or his designee. All containers shall be removed from the curbside and returned to a location behind the customer's residence no later than 6:30 a.m. following the scheduled day of service. Due to holidays or other unforeseen circumstances, special collection dates will be announced or published through the local news media. Customers are encouraged to make suitable arrangements with neighbors or friends to set out and remove their containers from the curbside if absent during the hours specified herein; customers routinely allowing containers to remain at curbside outside of the hours specified shall be deemed to create a nuisance, punishable as a violation of this Code.

(d) *Assisted service for households with mobility-impaired residents.* Households in which all regular residents are mobility-impaired may apply for assisted collection service at the same fee as levied for curbside collection. The containers must be placed at the street building line, visible from the street. Applications shall be made on forms provided by the solid waste department director or his designee, accompanied by the certificate of a physician licensed in the state stating that, based upon a physical examination conducted within the past 30 days, the applicant is mobility-impaired or has sufficient medical reasons not to place the container at curbside. Any denial of an application shall be in writing, stating the reason therefore. Aggrieved applicants may, within 20 days of the receipt of denial, request a hearing before the city manager, whose decision shall become final. The solid waste department may request recertification of a mobility-impaired customer annually. It shall be the duty of a mobility-impaired customer to report promptly to the solid waste department any change in medical condition or change in occupancy of the residence.

(e) *Service for multifamily residential developments.*

(1) *Multifamily residential developments with three or less units.* Residential developments of three or less dwelling units (detached, attached, duplex or

triplex) located on the same tract or parcel shall be served with each unit being assigned a container for curbside collection.

(2) *Multifamily residential developments with more than three units.* All other multifamily developments (more than three units) shall be deemed as residential customers, but shall be serviced by a centrally located commercial container or compactor. It shall be the responsibility of each multifamily residential development to provide adequate containers for storage of its own waste. Before a building permit shall be issued for construction of a new multifamily development or before a certificate of occupancy is issued for a previously vacant multifamily development, arrangements for the storage and collection of solid waste shall be approved pursuant to city development regulations. Commercial containers at existing multifamily developments serviced by the city solid waste department shall be placed at locations approved by the solid waste director.

(f) *Restrictions on residential solid waste other than household garbage.* Municipal solid waste, other than household garbage, shall not be placed in containers nor mixed with residential solid waste. Cardboard boxes and related shipping materials should be broken down and securely bundled and left next to the container at curbside. Objects such as broken glass or hypodermic needles that may cause injury to sanitation workers shall be enclosed in nonpermeable containers with lids tightly affixed, before mixing with residential solid waste.

(g) *Maintenance of surrounding area.* The occupant of a single family residential dwelling shall be responsible for maintaining the area surrounding the container clean and free of litter. The owner of a multifamily residential unit shall be responsible for maintaining the area surrounding the container clean and free of litter. Upon failure of the occupant of a single family residential dwelling, and on premises which are not currently occupied, the owner shall have the duty to maintain the premises accordingly.

(h) *Cleanliness of containers.* All refuse and recycling containers, except single use containers, shall be kept clean and free of accumulated waste and shall be treated with an effective insecticide, if necessary, to prevent nuisance.

(i) *Dangerous or corrosive materials.* It shall be a violation of this article to place or cause to be placed in any refuse or recyclables container for collection any acid, explosive material, flammable liquids or dangerous or corrosive material of any kind. No person shall place a used lead-acid vehicle battery in mixed municipal solid waste or discard or otherwise dispose of a lead-acid vehicle battery except by delivery to a battery retailer or wholesaler, to a secondary lead smelter, or to a collection or recovered materials processing facility that accepts lead-acid vehicle batteries. No person shall place lithium-ion batteries in mixed municipal solid waste or discard or otherwise dispose of lithium batteries within the City except by delivery to a battery collection site or household hazardous waste collection facility.

(j) *Pet litter, disposable diapers, other similar waste.* Pet litter, disposable diapers and other similar waste must be contained in a securely tied plastic bag before placing in a refuse container.

(k) *Preparation of municipal solid waste.* All municipal solid waste shall be free of liquid and placed in watertight plastic bags with the tops secured prior to being placed in a refuse container.

(l) *Paint cans.* Paint cans shall be collected if empty or if the paint therein is dry or solidified with sand or pet litter and the cans are placed at the curb with lids off."

b. Section 74-35, Unacceptable curbside materials; residential and commercial, shall be amended to read:

"Sec. 74-35. Unacceptable curbside materials; residential and commercial.

(a) Commercial contractors, vendors, and residents are required to properly dispose of appliances, construction materials, carpets, mattresses, box springs, furniture, trees, stumps, fencing, wire, scrap tires, lead-acid vehicle batteries, large automobile parts, lithium-ion batteries and other similar items. It is the responsibility of the prime contractor, and upon his failure to act, of the property owner, to keep private property free of waste, debris, and litter during new construction or during remodeling, repair and landscaping. It shall be unlawful for any person to place these items at curbside, except for special handing under prior agreement with the solid waste director.

(b) Liquid wastes, such as oils, paints, gasoline, and chemicals, shall not be mixed with municipal solid wastes and shall not be collected and handled by solid waste department employees. It is the responsibility of every owner of property within the city to dispose of such waste in a proper manner, by lawful means. It shall be unlawful for any person to pour or introduce liquid wastes into a sanitary or storm sewer or drain.

(c) Appliances, including commercial refrigeration and air conditioning units will not be handled or collected by the solid waste department unless special handling arrangements have been made, in advance, and required fees paid. Arrangements can be made by contacting the solid waste department director or his designee. It shall be unlawful to place these items at curbside, unless instructed to do so by the solid waste department.

(d) The solid waste department shall not be responsible for collecting or hauling discarded building material, dirt, rock, or discarded furniture and appliances from private property, nor shall it be responsible for collecting or hauling trees, bushes, or other vegetation from or generated by commercial tree trimmers, landscapers or building contractors.

(e) Lithium-ion batteries shall not be mixed with municipal solid wastes and shall not be collected and handled by solid waste department employees. It is the responsibility of every owner of property within the city to dispose of such waste in a proper manner, by lawful means.

(f) The solid waste department reserves the right not to collect or handle solid waste and other matter except in accordance with this article. Whenever waste is placed or left at curbside in violation of this article, the solid waste department director or his designee shall give written notice to the property owner, as shown on the most recent tax digest, or occupant of the premises, if known, to cause the removal and proper disposal of the material. If the conditions are not corrected by the person disposing of the material within two calendar days after he date of notice, the solid waste department may

remove the material and assess a special handling fee against the person responsible, which fee shall be in addition to any fine imposed under this article upon conviction for its violation."

c. Section 74-37, Collection of commercial and industrial solid waste, shall be amended to read:

"**Sec. 74-37. Collection of commercial and industrial solid waste.**

(a) *Generally.* All commercial and industrial generators of solid waste within the city are responsible for assuring the safe handling, storage and collection of waste from their premises. For purposes of this article, all mixed-use developments shall be considered as commercial customers, unless a majority of the usable square footage, exclusive of parking and service areas, is devoted to residential use. The city solid waste department can provide regularly scheduled collection and handling services for all commercial and industrial customers, except for the handling of hazardous constituents. Such services are available in accordance with the classification and fee schedule. Commercial and industrial customers are expected to enter into written service contracts with the city and abide by the regulations for such service as from time to time promulgated by the solid waste department manager.

(b) *Special waste handling.* Before collecting or handling of any special waste, the generator must complete a manifest, approved by the solid waste director or his designee. The solid waste director shall inspect the waste and may cause testing thereof, as in his sole discretion is reasonably necessary to assure safe and proper handling and disposal of its constituents. The cost of testing shall be included in the special handling fees and charges imposed upon the generator. Prior to collection, the generator shall follow all special handling procedures set forth in writing by the solid waste director, including provisions for segregation of special wastes from the municipal solid waste stream, special containerization, etc. The generator shall cooperate with the solid waste director, as reasonably requested, concerning general waste information, physical waste characteristics, and available laboratory analysis. All laboratory analyses provided to the solid waste director shall be certified by the generator, under oath, as accurate and truthful.

(c) *Reporting of suspicious loads.* In the handling of special wastes, should inspection reveal suspicious contents, the solid waste department shall have the right to refuse collection until testing proves the waste acceptable for collection and handling. Should evaluation reveal that prohibited wastes are present in the load, the state environmental protection division will be contacted and a record of the incident recorded in the solid waste department's operations log. No load containing known prohibited wastes will be collected or transported by the solid waste department.

(d) *Prohibited wastes.* The solid waste department shall not empty a commercial refuse container that contains any of the following items:

(1) Large household or industrial appliances;

(2) Furniture and wooden crates;

(3) Scrap tires and heavy motor vehicle parts such as engines and transmissions;

(4) Liquids, including paint, cooking oil and motor vehicle fluids and lubricants;

(5) Logs or limbs over eight feet in length or six inches in diameter;

(6) Bed springs and mattresses;

(7) Rocks, dirt, bricks, concrete, stone, plaster, sheetrock, roofing or other similar materials;

(8) Uncontainerized refuse, such as lumber that protrudes from the container or refuse placed on top or in front of the container;

(9) Any acid, explosive material, inflammable liquids, dangerous or corrosive material of any kind, including lead-acid vehicle batteries and lithium-ion batteries.

(10) Yard waste."

d. Section 74-40, Use of transfer station; fees and charges, shall be amended to read:

"**Sec. 74-40. Use of transfer station; fees and charges.**

(a) Residential customers within the city, not including commercial businesses and industries located within the city, may dispose of municipal solid waste at the city transfer station free of charge. Proof of residency may be shown by providing a current city utility bill and picture identification with address indicated.

(b) Commercial businesses and industries located within the city and all other nonresidents may dispose of materials at the city transfer station at a rate per ton, with a minimum charge per load, as set forth in the schedule of fees and charges approved by resolution of the board of commissioners. Commercial waste haulers may receive negotiated rates upon executing a contract with the city.

(c) Any acid, explosive material, inflammable liquids, dangerous or corrosive material of any kind, including lead-acid vehicle batteries and lithium-ion batteries, hazardous wastes medical wastes, and toxic wastes shall not be accepted at the city transfer station.

(d) The solid waste director is hereby authorized to promulgate regulations governing transfer station usage, in accordance with applicable law and this article.

(e) It shall be an offense against the city, punishable before the municipal court, for any person to enter the landfill or deposit wastes therein in willful violation of this section. Persons convicted of violating this section shall be punished as provided in section 1-12.

(f) All vehicle loads entering the transfer station shall be completely secured, tarped, and covered to prevent scattering and littering of contents, pursuant to state law."

Section 2. The Code of Griffin, Georgia is hereby amended at Chapter 74, SOLID WASTE, Article VI, BILLING AND ENFORCEMENT, Sec. 74-161, Offenses; penalties and enforcement, is hereby amended to read as follows:

"**Sec. 74-161. Offenses; penalties and enforcement.**

(a) *Authority to inspect and institute proceedings.* The solid waste director and his duly authorized representatives shall have the power to enter at all reasonable times upon any private or public property within the city for the purpose of inspection and investigation of conditions of solid waste handling. Whenever the solid waste director has reason to believe any provision of this article is being violated, he shall attempt to obtain a remedy with the violator or violators by conference, conciliation and agreement. If such efforts should be unsuccessful, it shall be the duty of the solid waste director to institute proceedings against any person found to be in violation of this article.

(b) *Vandalism, etc., of garbage containers prohibited.* It shall be an offense against the city for any person to set fire to the contents of, scavenge in, indiscriminately scatter the contents of, or otherwise vandalize or cause damage to a container provided by the city for the collection and storage of garbage.

(c) *Placement of residential waste in commercial and industrial containers prohibited.* It shall be an offense against the city for any person to discard or place for collection any garbage, trash or other waste generated within a residential household in a commercial or industrial container.

(d) *Dumping or depositing of solid waste.* No person shall willfully place, dump, discard, or deposit solid waste, including scrap tires, lithium-ion batteries, and lead-acid batteries, on public or private property, except in strict accordance with this article.

(e) *Penalty for violations.* Any person violating any restriction, prohibition or provision of this article shall be cited for an offense and tried before the municipal court. Upon a finding of conviction, the court shall impose a sentence as provided in section 1-12."

Section 3. All ordinances and Code sections, 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 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. The city attorney is directed and authorized to direct the codifier to make necessary minor, non-substantive corrections to the provisions of this Code, including but not limited to, the misspelling of words, typographical errors, duplicate pages, incorrect references to state or federal laws, statutes, this Code, or other codes or similar legal or technical sources, and other similar amendments, without necessity of passage of a corrective ordinance or other action of the Board of Commissioners. The city secretary shall, upon the written advice or recommendation of the city attorney and without the necessity of further council action, alter, amend or supplement any non-codified ordinance, resolution or other record filed in his or her office as necessary to effect similar non-substantive changes or revisions and ensure that such public records are correct, complete and accurate.

Section 6. This ordinance shall become effective immediately upon adoption on second and final reading.

First Reading: August 22, 2023

Second Reading: September 12, 2023

Sec. 74-33. Collection of residential solid waste.

(a) *Receipt of service required.* In order to protect the public health and sanitation, to prevent the spread of contagious or infectious diseases, and to prevent the breeding of rodents, insects and other vermin, all improved residential properties (single-family and multifamily residences) within the city shall receive regular municipal solid waste collection services from the city solid waste department. All residential customers will be provided once-per-week collection of their solid waste debris. No owner of a residential property shall be exempt or relieved from payment of the monthly sanitation collection and handling fee by reason of failure or refusal to receive services as provided by the solid waste department. Such fee shall be imposed against the property itself and payment of the fee shall be enforceable and collected as provided by law for levy and sale of in rem liens.

(b) *Outside storage of residential solid waste; curbside containers.* All residential solid waste, except newspapers, stored outside the residence pending collection shall be placed inside approved containers with lids tightly affixed. Approved containers shall be those issued by the city to residential customers pursuant to this article, designed to be rolled to curbside for periodic collection. All waste must be bagged and placed inside the container. Under no circumstances will garbage outside of city-issued containers be collected. If necessary, extra containers may be obtained for an additional monthly fee, as determined by the current fee schedule in affect at the time such additional cart is provided. Each container shall bear a serial number and shall be registered to the assigned customer. All containers shall remain the property of the city. Additionally, in the event a container is lost, stolen or intentionally damaged, the city reserves the right to charge the customer the replacement cost of the container. Except when taken to the curbside for scheduled collection, containers shall be consistently located behind the residence and outside of fenced enclosures in which animals are kept. Containers shall be used exclusively for the storage and transport of solid waste to the curbside.

(c) *Time and placement of containers.* By 6:30 a.m. on the scheduled day for collection, customers should place their containers at curbside in front of the customer's residence. Both the solid waste and recycling containers should be placed approximately four feet from the edge of the roadway, but not so as to pose a physical or visual obstruction to motorists. Both containers may be placed at curbside the night before the scheduled day for collection; for example, if the scheduled day for collection is Monday, containers may be placed at curbside on Sunday evening. All carts shall be placed with the front of the cart squarely facing the roadway, so as to be capable of being picked up by automated collection equipment. Where there is insufficient right-of-way adjacent to the roadway, or other topographical difficulties exist which make it unreasonable to conform to the general requirements, customers should place their container at a location mutually agreeable to the customer and solid waste department, after consultation with the solid waste director or his designee. All containers shall be removed from the curbside and returned to a location behind the customer's residence no later than 6:30 a.m. following the scheduled day of service. Due to holidays or other unforeseen circumstances, special collection dates will be announced or published through the local news media. Customers are encouraged to make suitable arrangements with neighbors or friends to set out and remove their containers from the curbside if absent during the hours specified herein; customers routinely allowing containers to remain at curbside outside of the hours specified shall be deemed to create a nuisance, punishable as a violation of this Code.

(d) *Assisted service for households with mobility-impaired residents.* Households in which all regular residents are mobility-impaired may apply for assisted collection service at the same fee as levied for curbside collection. The containers must be placed at the street building line, visible from the street. Applications shall be made on forms provided by the solid waste department director or his designee, accompanied by the

certificate of a physician licensed in the state stating that, based upon a physical examination conducted within the past 30 days, the applicant is mobility-impaired or has sufficient medical reasons not to place the container at curbside. Any denial of an application shall be in writing, stating the reason therefore. Aggrieved applicants may, within 20 days of the receipt of denial, request a hearing before the city manager, whose decision shall become final. The solid waste department may request recertification of a mobility-impaired customer annually. It shall be the duty of a mobility-impaired customer to report promptly to the solid waste department any change in medical condition or change in occupancy of the residence.

(e) *Service for multifamily residential developments.*

(1) *Multifamily residential developments with three or less units.* Residential developments of three or less dwelling units (detached, attached, duplex or triplex) located on the same tract or parcel shall be served with each unit being assigned a container for curbside collection.

(2) *Multifamily residential developments with more than three units.* All other multifamily developments (more than three units) shall be deemed as residential customers, but shall be serviced by a centrally located commercial container or compactor. It shall be the responsibility of each multifamily residential development to provide adequate containers for storage of its own waste. Before a building permit shall be issued for construction of a new multifamily development or before a certificate of occupancy is issued for a previously vacant multifamily development, arrangements for the storage and collection of solid waste shall be approved pursuant to city development regulations. Commercial containers at existing multifamily developments serviced by the city solid waste department shall be placed at locations approved by the solid waste director.

(f) *Restrictions on residential solid waste other than household garbage.* Municipal solid waste, other than household garbage, shall not be placed in containers nor mixed with residential solid waste. Cardboard boxes and related shipping materials should be broken down and securely bundled and left next to the container at curbside. Objects such as broken glass or hypodermic needles that may cause injury to sanitation workers shall be enclosed in nonpermeable containers with lids tightly affixed, before mixing with residential solid waste.

(g) *Maintenance of surrounding area.* The occupant of a single family residential dwelling shall be responsible for maintaining the area surrounding the container clean and free of litter. The owner of a multifamily residential unit shall be responsible for maintaining the area surrounding the container clean and free of litter. Upon failure of the occupant of a single family residential dwelling, and on premises which are not currently occupied, the owner shall have the duty to maintain the premises accordingly.

(h) *Cleanliness of containers.* All refuse and recycling containers, except single use containers, shall be kept clean and free of accumulated waste and shall be treated with an effective insecticide, if necessary, to prevent nuisance.

(i) *Dangerous or corrosive materials.* It shall be a violation of this article to place or cause to be placed in any refuse or recyclables container for collection any acid, explosive material, flammable liquids or dangerous or corrosive material of any kind. No person shall place a used lead-acid vehicle battery in mixed municipal solid waste or discard or otherwise dispose of a lead-acid vehicle battery except by delivery to a battery retailer or wholesaler, to a secondary lead smelter, or to a collection or recovered materials processing facility that accepts lead-acid vehicle batteries. No person shall place lithium-ion batteries in mixed municipal solid waste or discard or otherwise dispose of lithium batteries within the City except by delivery to a battery collection site or household hazardous waste collection facility.

(j) *Pet litter, disposable diapers, other similar waste.* Pet litter, disposable diapers and other similar waste must be contained in a securely tied plastic bag before placing in a refuse container.

(k) *Preparation of municipal solid waste.* All municipal solid waste shall be free of liquid and placed in watertight plastic bags with the tops secured prior to being placed in a refuse container.

(l) *Paint cans.* Paint cans shall be collected if empty or if the paint therein is dry or solidified with sand or pet litter and the cans are placed at the curb with lids off.

(Ord. No. 17-13, § 1, 8-22-2017)

Sec. 74-35. Unacceptable curbside materials; residential and commercial.

(a) Commercial contractors, vendors, and residents are required to properly dispose of appliances, construction materials, carpets, mattresses, box springs, furniture, trees, stumps, fencing, wire, scrap tires, lead-acid vehicle batteries, large automobile parts, lithium-ion batteries and other similar items. It is the responsibility of the prime contractor, and upon his failure to act, of the property owner, to keep private property free of waste, debris, and litter during new construction or during remodeling, repair and landscaping. It shall be unlawful for any person to place these items at curbside, except for special handing under prior agreement with the solid waste director.

(b) Liquid wastes, such as oils, paints, gasoline, and chemicals, shall not be mixed with municipal solid wastes and shall not be collected and handled by solid waste department employees. It is the responsibility of every owner of property within the city to dispose of such waste in a proper manner, by lawful means. It shall be unlawful for any person to pour or introduce liquid wastes into a sanitary or storm sewer or drain.

(c) Appliances, including commercial refrigeration and air conditioning units will not be handled or collected by the solid waste department unless special handling arrangements have been made, in advance, and required fees paid. Arrangements can be made by contacting the solid waste department director or his designee. It shall be unlawful to place these items at curbside, unless instructed to do so by the solid waste department.

(d) The solid waste department shall not be responsible for collecting or hauling discarded building material, dirt, rock, or discarded furniture and appliances from private property, nor shall it be responsible for collecting or hauling trees, bushes, or other vegetation from or generated by commercial tree trimmers, landscapers or building contractors.

(e) Lithium-ion batteries shall not be mixed with municipal solid wastes and shall not be collected and handled by solid waste department employees. It is the responsibility of every owner of property within the city to dispose of such waste in a proper manner, by lawful means.

(~~f~~e) The solid waste department reserves the right not to collect or handle solid waste and other matter except in accordance with this article. Whenever waste is placed or left at curbside in violation of this article, the solid waste department director or his designee shall give written notice to the property owner, as shown on the most recent tax digest, or occupant of the premises, if known, to cause the removal and proper disposal of the material. If the conditions are not corrected by the person disposing of the material within two calendar days after he date of notice, the solid waste department may remove the material and assess a special handling fee against the person responsible, which fee shall be in addition to any fine imposed under this article upon conviction for its violation.

(Ord. No. 17-13, § 1, 8-22-2017)

Sec. 74-37. Collection of commercial and industrial solid waste.

(a) *Generally.* All commercial and industrial generators of solid waste within the city are responsible for assuring the safe handling, storage and collection of waste from their premises. For purposes of this article, all mixed-use developments shall be considered as commercial customers, unless a majority of the usable square footage, exclusive of parking and service areas, is devoted to residential use. The city solid waste department

can provide regularly scheduled collection and handling services for all commercial and industrial customers, except for the handling of hazardous constituents. Such services are available in accordance with the classification and fee schedule. Commercial and industrial customers are expected to enter into written service contracts with the city and abide by the regulations for such service as from time to time promulgated by the solid waste department manager.

(b) *Special waste handling.* Before collecting or handling of any special waste, the generator must complete a manifest, approved by the solid waste director or his designee. The solid waste director shall inspect the waste and may cause testing thereof, as in his sole discretion is reasonably necessary to assure safe and proper handling and disposal of its constituents. The cost of testing shall be included in the special handling fees and charges imposed upon the generator. Prior to collection, the generator shall follow all special handling procedures set forth in writing by the solid waste director, including provisions for segregation of special wastes from the municipal solid waste stream, special containerization, etc. The generator shall cooperate with the solid waste director, as reasonably requested, concerning general waste information, physical waste characteristics, and available laboratory analysis. All laboratory analyses provided to the solid waste director shall be certified by the generator, under oath, as accurate and truthful.

(c) *Reporting of suspicious loads.* In the handling of special wastes, should inspection reveal suspicious contents, the solid waste department shall have the right to refuse collection until testing proves the waste acceptable for collection and handling. Should evaluation reveal that prohibited wastes are present in the load, the state environmental protection division will be contacted and a record of the incident recorded in the solid waste department's operations log. No load containing known prohibited wastes will be collected or transported by the solid waste department.

(d) *Prohibited wastes.* The solid waste department shall not empty a commercial refuse container that contains any of the following items:

(1) Large household or industrial appliances;

(2) Furniture and wooden crates;

(3) Scrap tires and heavy motor vehicle parts such as engines and transmissions;

(4) Liquids, including paint, cooking oil and motor vehicle fluids and lubricants;

(5) Logs or limbs over eight feet in length or six inches in diameter;

(6) Bed springs and mattresses;

(7) Rocks, dirt, bricks, concrete, stone, plaster, sheetrock, roofing or other similar materials;

(8) Uncontainerized refuse, such as lumber that protrudes from the container or refuse placed on top or in front of the container;

(9) Any acid, explosive material, inflammable liquids, dangerous or corrosive material of any kind, including lead-acid vehicle batteries and lithium-ion batteries.

(10) Yard waste.

(Ord. No. 17-13, § 1, 8-22-2017)

Sec. 74-40. Use of transfer station; fees and charges.

(a) Residential customers within the city, not including commercial businesses and industries located within the city, may dispose of municipal solid waste at the city transfer station free of charge. Proof of residency may be shown by providing a current city utility bill and picture identification with address indicated.

(b) Commercial businesses and industries located within the city and all other nonresidents may dispose of materials at the city transfer station at a rate per ton, with a minimum charge per load, as set forth in the schedule of fees and charges approved by resolution of the board of commissioners. Commercial waste haulers may receive negotiated rates upon executing a contract with the city.

(c) ~~Hazardous~~Any acid, explosive material, inflammable liquids, dangerous or corrosive material of any kind, including lead-acid vehicle batteries and lithium-ion batteries, hazardous wastes~~,~~ medical wastes, and toxic wastes shall not be accepted at the city transfer station.

(d) The solid waste director is hereby authorized to promulgate regulations governing transfer station usage, in accordance with applicable law and this article.

(e) It shall be an offense against the city, punishable before the municipal court, for any person to enter the landfill or deposit wastes therein in willful violation of this section. Persons convicted of violating this section shall be punished as provided in section 1-12.

(f) All vehicle loads entering the transfer station shall be completely secured, tarped, and covered to prevent scattering and littering of contents, pursuant to state law.

(Ord. No. 17-13, § 1, 8-22-2017)

Sec. 74-161. Offenses; penalties and enforcement.

(a) *Authority to inspect and institute proceedings.* The solid waste director and his duly authorized representatives shall have the power to enter at all reasonable times upon any private or public property within the city for the purpose of inspection and investigation of conditions of solid waste handling. Whenever the solid waste director has reason to believe any provision of this article is being violated, he shall attempt to obtain a remedy with the violator or violators by conference, conciliation and agreement. If such efforts should be unsuccessful, it shall be the duty of the solid waste director to institute proceedings against any person found to be in violation of this article.

(b) *Vandalism, etc., of garbage containers prohibited.* It shall be an offense against the city for any person to set fire to the contents of, scavenge in, indiscriminately scatter the contents of, or otherwise vandalize or cause damage to a container provided by the city for the collection and storage of garbage.

(c) *Placement of residential waste in commercial and industrial containers prohibited.* It shall be an offense against the city for any person to discard or place for collection any garbage, trash or other waste generated within a residential household in a commercial or industrial container.

(d) *Dumping or depositing of solid waste.* No person shall willfully place, dump, discard, or deposit solid waste, including scrap tires, lithium-ion batteries, and lead-acid batteries, on public or private property, except in strict accordance with this article.

(e) *Penalty for violations.* Any person violating any restriction, prohibition or provision of this article shall be cited for an offense and tried before the municipal court. Upon a finding of conviction, the court shall impose a sentence as provided in section 1-12.

(Ord. No. 17-13, § 1, 8-22-2017)

AGENDA ITEM SUMMARY

ITEM SUMMARY:

Consider a contract with Onsite Paving, Sealcoating and Maintenance, Inc,, low bidder, in the amount of $895,682.74 for milling and resurfacing for year 2 of TSPLOST repaving. *Director of Public Works, Mariza Eller, will address.*

SPECIAL CONSIDERATIONS OR CONCERNS:

Milling, leveling, resurfacing and striping work on ten (10) City streets totaling 2.69 miles.

Street	Begin	End	Length (miles)
Addevale Street	S. 8th Street	S. 9th Street	0.12
Alice Street	North Expressway	W. McIntosh Road	0.18
E Broad Street	N. Hill Street	N. Brawner Street	0.65
E Poplar Street	N. Hill Street	S. 3rd Street	0.38
E Wall Street	S. 3rd Street	Phillips Street	0.31
Ridgewood Drive	North Expressway	Rosewood Drive	0.35
Rock Street	S. 9th Street	S. 8th Street	0.12
S 14th Street	W. Solomon Street	E. Poplar Street	0.19
Windsor Way	Hudson Road	Sheraton Drive	0.29
Will Street	Addevale Street	Rock Street	0.09

STAFF RECOMMENDATION:

Staff recommends approval.

FINANCIAL IMPACT:

The City of Griffin will be utilizing funds received from GDOT's Local Maintenance & Improvement Grant (LMIG) in the amount of $290,118.07. The remaining funds in the amount of $605,564.67 will come from TSPLOST funds. Total project cost is $895,682.74.

Submitted By:

Mariza Eller

Meeting Date:

22/08/2023

ATTACHMENTS:

TSPLOST Milling and Resurfacing Year 2 Bid Responses.pdf

Onsite Paving, Sealcoating and Maintenance, Inc. Bid Response.pdf

TSPLOST Milling & Resurfacing Year 2 Payment Bond.pdf

Onsite Paving, Sealcoating and Maintenance, Inc. Contract.pdf

FAILURE TO RETURN THIS PAGE AS PART OF YOUR SUBMISSION MAY RESULT IN REJECTION OF RESPONSE

ITB 23-024
PRICE SUBMITTAL: TSPLOST MILLING & RESURFACING YEAR 2

Company Name ONSITE PAVING, SEALCOATING & MAINTENANCE Date(s) of Site Visit 6/22/23

PRICE STRUCTURE* – Complete the following and include associated information specifics for the cost quoted (pricing must be submitted on this form; additional pages to detail may be used as needed). The quantities below are estimates only; additional detail on the locations can be found on Attachments, located at the end of this document. ***Bidders will be responsible for field verification and calculations.*** If any discrepancy exists between the unit price and the total price, the unit price will be used.

Itm	Ref	Description	Est Qty	UOM	Unit Price	Total Price
1	413-1000	Bituminous Tack Coat	2932	GL	6.00	17,592.00
2	402-1812	Recycled Asphaltic Concrete Leveling, including Bitum material & H Lime	948	TN	126.52	119,940.96
3	402-3130	Recycled Asphaltic Concrete 9.5 MM Superpave, Group 2 (135#/SY), including Bitum material & H Lime	3795	TN	122.80	466,026.00
4	432-0208	Mill Asphalt Conc Pavement – 1"-2" Depth	37774	SY	3.62	136,741.88
5	653-1501	Thermoplastic Solid Traffic Stripe- 5" White	3258	LF	1.25	4,072.50
6	653-1502	Thermoplastic Solid Traffic Stripe- 5" Yellow (Double)	14178	LF	2.30	32,609.40
7	657-1084	Preformed Solid Traffic Stripe, 8" White (Cross Walks)	10	EA	1725.00	17,250.00
8	653-1704	Thermoplastic Solid Traffic Stripe, 24" White (Stop Bar)	12	EA	135.00	1,620.00
10	611-4001	Water Valve GP 1 (Lower/Grade as needed)	10	EA	100.00	1,000.00
12	668-2110	Storm Drain Inlet GP 1 (Lower/Grade as Needed)	50	EA	350.00	17,500.00
14	668-4311	Storm Sewer Manhole, TP 1 (Lower/Grade as Needed)	54	EA	200.00	10,800.00
17	150-1000	Traffic Control	Lump	Lump	25,000.00	25,000.00
18	150-	Mobilization	Lump	Lump	5,000.00	5,000.00
19		Adjustments-	unknown	EA	–	–
20		Adjustments-	unknown	EA	–	–
21		Miscellaneous – attach detail**			Sep sheet	40,530.00
		TOTAL PROJECT COST				$ 895,682.74

**Adjustments – quantities, if any, may be unknown. Price as an each and do not extend total.*
***Any other fees, additional charges and prices that may be applicable to this project **must** be listed on a separate sheet and attached.*

Additional comments/recommendations:

The City reserves the right to accept the BEST-EVALUATED BID as deemed by the Evaluation Committee, which may or may not be the lowest monetary bid.

COMPLETED BY:
Company Name: ONSITE PAVING, SEALCOATING & MAINTENANCE, LLC
Contact Person: (Signature) SCOTT RUTKOWSKI (Printed Name)

MISC. LINE ITEMS

LOOP DETECTOR (6x6)	2 EA @	$1,100.00/EA =	$2,200.00
LOOP DETECTOR (6x40)	8 EA @	$3,375.00/EA =	$27,000.00
P&P BOND	1 LS @	$11,330.00 =	$11,330.00
			$40,530.00

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ITB 23-024
PRICE SUBMITTAL: TSPLOST MILLING & RESURFACING YEAR 2

Company Name McLeRoy, Inc. Date(s) of Site Visit 6/12/2023

PRICE STRUCTURE* – Complete the following and include associated information specifics for the cost quoted (pricing must be submitted on this form; additional pages to detail may be used as needed). The quantities below are estimates only; additional detail on the locations can be found on Attachments, located at the end of this document. ***Bidders will be responsible for field verification and calculations.*** If any discrepancy exists between the unit price and the total price, the unit price will be used.

Itm	Ref	Description	Est Qty	UOM	Unit Price	Total Price
1	413-1000	Bituminous Tack Coat	2932	GL	$6.00	$17,592.00
2	402-1812	Recycled Asphaltic Concrete Leveling, including Bitum material & H Lime	948	TN	$130.70	$123,903.60
3	402-3130	Recycled Asphaltic Concrete 9.5 MM Superpave, Group 2 (135#/SY), including Bitum material & H Lime	3795	TN	$110.10	$417,829.50
4	432-0208	Mill Asphalt Conc Pavement – 1"-2" Depth	37774	SY	$1.35	$50,994.90
5	653-1501	Thermoplastic Solid Traffic Stripe- 5" White	3258	LF	$2.00	$6,516.00
6	653-1502	Thermoplastic Solid Traffic Stripe- 5" Yellow (Double)	14178	LF	$2.00	$28,356.00
7	657-1084	Preformed Solid Traffic Stripe, 8" White (Cross Walks)	10	EA	$400.00	$4,000.00
8	653-1704	Thermoplastic Solid Traffic Stripe, 24" White (Stop Bar)	12	EA	$100.00	$1,200.00
10	611-4001	Water Valve GP 1 (Lower/Grade as needed)	10	EA	$100.00	$1,000.00
12	668-2110	Storm Drain Inlet GP 1 (Lower/Grade as Needed)	50	EA	$150.00	$7,500.00
14	668-4311	Storm Sewer Manhole, TP 1 (Lower/Grade as Needed)	54	EA	$150.00	$8,100.00
17	150-1000	Traffic Control	Lump	Lump	$175,900.00	$175,900.00
18	150-	Mobilization	Lump	Lump	$143,500.00	$143,500.00
19		Adjustments-	unknown	EA		
20		Adjustments-	unknown	EA		
21		Miscellaneous – attach detail**			Sep sheet	
		TOTAL PROJECT COST			**$ 986,392.00**	

**Adjustments – quantities, if any, may be unknown. Price as an each and do not extend total.*
***Any other fees, additional charges and prices that may be applicable to this project **must** be listed on a separate sheet and attached.*

Additional comments/recommendations: _____

The City reserves the right to accept the BEST-EVALUATED BID as deemed by the Evaluation Committee, which may or may not be the lowest monetary bid.

COMPLETED BY:
Company Name: McLeRoy, Inc.

Contact Person: Matt Andrews (Signature) Matt Andrews (Printed Name)

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ITB 23-024
PRICE SUBMITTAL: TSPLOST MILLING & RESURFACING YEAR 2

Company Name C. W. MATTHEWS CONTRACTING CO., INC. Date(s) of Site Visit May 26, 2023

PRICE STRUCTURE* – Complete the following and include associated information specifics for the cost quoted (pricing must be submitted on this form; additional pages to detail may be used as needed). The quantities below are estimates only; additional detail on the locations can be found on Attachments, located at the end of this document. ***Bidders will be responsible for field verification and calculations.*** If any discrepancy exists between the unit price and the total price, the unit price will be used.

Itm	Ref	Description	Est Qty	UOM	Unit Price	Total Price
1	413-1000	Bituminous Tack Coat	2932	GL	2.81	8,238.92
2	402-1812	Recycled Asphaltic Concrete Leveling, including Bitum material & H Lime	948	TN	149.69	141,906.12
3	402-3130	Recycled Asphaltic Concrete 9.5 MM Superpave, Group 2 (135#/SY), including Bitum material & H Lime	3795	TN	135.00	512,325.00
4	432-0208	Mill Asphalt Conc Pavement – 1"-2" Depth	37774	SY	5.52	208,512.48
5	653-1501	Thermoplastic Solid Traffic Stripe- 5" White	3258	LF	2.00	6,516.00
6	653-1502	Thermoplastic Solid Traffic Stripe- 5" Yellow (Double)	14178	LF	2.00	28,356.00
7	657-1084	Thermoplastic Solid Traffic Stripe, 8" White (Cross Walks)	10	EA	400.00	4,000.00
8	653-1704	Thermoplastic Solid Traffic Stripe, 24" White (Stop Bar)	12	EA	100.00	1,200.00
10	611-4001	Water Valve GP 1 (Lower/Grade as needed)	10	EA	1,718.00	17,180.00
12	668-2110	Storm Drain Inlet GP 1 (Lower/Grade as Needed)	50	EA	2,363.00	118,150.00
14	668-4311	Storm Sewer Manhole, TP 1 (Lower/Grade as Needed)	54	EA	2,752.00	148,608.00
17	150-1000	Traffic Control	Lump	Lump	210,727.48	210,727.48
18	150-	Mobilization	Lump	Lump	46,800.00	46,800.00
19		Adjustments- 6'x40' Traffic Signal Loops	unknown	EA	3,500.00	
20		Adjustments-	unknown	EA		
21		Miscellaneous – attach detail**			Sep sheet	
		TOTAL PROJECT COST				$ 1,452,520.00

**Adjustments – quantities, if any, may be unknown. Price as an each and do not extend total.*
***Any other fees, additional charges and prices that may be applicable to this project **must** be listed on a separate sheet and attached.*

Additional comments/recommendations: _____

The City reserves the right to accept the BEST-EVALUATED BID as deemed by the Evaluation Committee, which may or may not be the lowest monetary bid.

COMPLETED BY:
Company Name: C. W. MATTHEWS CONTRACTING CO., INC.

Contact Person: _____ Michael Kleuckling, Vice President
(Signature) (Printed Name)

FAILURE TO RETURN THIS PAGE AS PART OF YOUR SUBMISSION MAY RESULT IN REJECTION OF RESPONSE

ITB 23-024

PRICE SUBMITTAL: TSPLOST MILLING & RESURFACING YEAR 2

Company Name Summit Construction & Development LLC Date(s) of Site Visit 06/23/2023

PRICE STRUCTURE* – Complete the following and include associated information specifics for the cost quoted (pricing must be submitted on this form; additional pages to detail may be used as needed). The quantities below are estimates only; additional detail on the locations can be found on Attachments, located at the end of this document. ***Bidders will be responsible for field verification and calculations.*** If any discrepancy exists between the unit price and the total price, the unit price will be used.

Itm	Ref	Description	Est Qty	UOM	Unit Price	Total Price
1	413-1000	Bituminous Tack Coat	2932	GL	$6.50	$19,058.00
2	402-1812	Recycled Asphaltic Concrete Leveling, including Bitum material & H Lime	948	TN	$118.00	$111,864.00
3	402-3130	Recycled Asphaltic Concrete 9.5 MM Superpave, Group 2 (135#/SY), including Bitum material & H Lime	3795	TN	$115.00	$436,425.00
4	432-0208	Mill Asphalt Conc Pavement – 1"-2" Depth	37774	SY	$5.00	$188,870.00
5	653-1501	Thermoplastic Solid Traffic Stripe- 5" White	3258	LF	$2.00	$6,516.00
6	653-1502	Thermoplastic Solid Traffic Stripe- 5" Yellow (Double)	14178	LF	$2.00	$28,356.00
7	657-1084	Preformed Solid Traffic Stripe, 8" White (Cross Walks)	10	EA	$400.00	$4,000.00
8	653-1704	Thermoplastic Solid Traffic Stripe, 24" White (Stop Bar)	12	EA	$100.00	$1,200.00
10	611-4001	Water Valve GP 1 (Lower/Grade as needed)	10	EA	$550.00	$5,500.00
12	668-2110	Storm Drain Inlet GP 1 (Lower/Grade as Needed)	50	EA	$1,250.00	$62,500.00
14	668-4311	Storm Sewer Manhole, TP 1 (Lower/Grade as Needed)	54	EA	$1,250.00	$67,500.00
17	150-1000	Traffic Control	Lump	Lump	$152,150.00	$152,150.00
18	150-	Mobilization	Lump	Lump	$67,171.20	$67,171.20
19		Adjustments-	unknown	EA	–	–
20		Adjustments-	unknown	EA	–	–
21		Miscellaneous – attach detail**	–	–	Sep sheet	–
		TOTAL PROJECT COST				$ 1,151,110.20

**Adjustments – quantities, if any, may be unknown. Price as an each and do not extend total.*
***Any other fees, additional charges and prices that may be applicable to this project **must** be listed on a separate sheet and attached.*

Additional comments/recommendations: _____

The City reserves the right to accept the BEST-EVALUATED BID as deemed by the Evaluation Committee, which may or may not be the lowest monetary bid.

COMPLETED BY:
Company Name: Summit Construction & Development LLC

Contact Person: _____ Ruben Bucio Duran
(Signature) (Printed Name)

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ITB 23-024

PRICE SUBMITTAL: TSPLOST MILLING & RESURFACING YEAR 2

Company Name EAST COAST GRADING, INC. Date(s) of Site Visit 6/27/2023

PRICE STRUCTURE* – Complete the following and include associated information specifics for the cost quoted (pricing must be submitted on this form; additional pages to detail may be used as needed). The quantities below are estimates only; additional detai on the locations can be found on Attachments, located at the end of this document. ***Bidders will be responsible for field verification and calculations.*** If any discrepancy exists between the unit price and the total price, the unit price will be used.

Itm	Ref	Description	Est Qty	UOM	Unit Price	Total Price
1	413-1000	Bituminous Tack Coat	2932	GL	$ 8.00	$ 23,456.00
2	402-1812	Recycled Asphaltic Concrete Leveling, including Bitum material & H Lime	948	TN	$ 144.00	$ 136,512.00
3	402-3130	Recycled Asphaltic Concrete 9.5 MM Superpave, Group 2 (135#/SY), including Bitum material & H Lime	3795	TN	$ 142.00	$ 538,890.00
4	432-0208	Mill Asphalt Conc Pavement – 1"-2" Depth	37774	SY	$ 5.00	$ 188,870.00
5	653-1501	Thermoplastic Solid Traffic Stripe- 5" White	3258	LF	$ 1.53	$ 4,984.74
6	653-1502	Thermoplastic Solid Traffic Stripe- 5" Yellow (Double)	14178	LF	$ 1.53	$ 21,692.34
7	657-1084	Preformed Solid Traffic Stripe, 8" White (Cross Walks)	10	EA	$ 550.00	$ 5,500.00
8	653-1704	Thermoplastic Solid Traffic Stripe, 24" White (Stop Bar)	12	EA	$ 110.00	$ 1,320.00
10	611-4001	Water Valve GP 1 (Lower/Grade as needed)	10	EA	$ 750.00	$ 7,500.00
12	668-2110	Storm Drain Inlet GP 1 (Lower/Grade as Needed)	50	EA	$ 1,500.00	$ 75,000.00
14	668-4311	Storm Sewer Manhole, TP 1 (Lower/Grade as Needed)	54	EA	$ 1,500.00	$ 81,000.00
17	150-1000	Traffic Control	Lump	Lump	$ 80,000.00	$ 80,000.00
18	150-	Mobilization	Lump	Lump	$ 5,000.00	$ 5,000.00
19		Adjustments-	unknown	EA		
20		Adjustments-	unknown	EA		
21		Miscellaneous – attach detail**			Sep sheet	$ 24,150.00
		TOTAL PROJECT COST			**$**	**1,193,875.08**

**Adjustments – quantities, if any, may be unknown. Price as an each and do not extend total.*

***Any other fees, additional charges and prices that may be applicable to this project **must** be listed on a separate sheet and attached.*

Additional comments/recommendations:

The City reserves the right to accept the BEST-EVALUATED BID as deemed by the Evaluation Committee, which may or may not be the l owest monetary bid.

COMPLETED BY:

Company Name: EAST COAST GRADING, INC.

Contact Person: _____ Chris Cepuran

(Signature) (Printed Name)

SIGNAL LOOPS 7 at $3,450.00 each = $24,150.00

FAILURE TO RETURN THIS PAGE AS PART OF YOUR SUBMISSION MAY RESULT IN REJECTION OF RESPONSE

ITB 23-024
PRICE SUBMITTAL: TSPLOST MILLING & RESURFACING YEAR 2

Company Name Piedmont Paving, Inc. Date(s) of Site Visit June 22, 2023

PRICE STRUCTURE* – Complete the following and include associated information specifics for the cost quoted (pricing must be submitted on this form; additional pages to detail may be used as needed). The quantities below are estimates only; additional detail on the locations can be found on Attachments, located at the end of this document. ***Bidders will be responsible for field verification and calculations.*** If any discrepancy exists between the unit price and the total price, the unit price will be used.

Itm	Ref	Description	Est Qty	UOM	Unit Price	Total Price
1	413-1000	Bituminous Tack Coat	2932	GL	$8.00	$23,456.00
2	402-1812	Recycled Asphaltic Concrete Leveling, including Bitum material & H Lime	948	TN	$153.00	$145,044.00
3	402-3130	Recycled Asphaltic Concrete 9.5 MM Superpave, Group 2 (135#/SY), including Bitum material & H Lime	3795	TN	$143.50	$544,582.50
4	432-0208	Mill Asphalt Conc Pavement – 1"-2" Depth	37774	SY	$4.95	$186,981.30
5	653-1501	Thermoplastic Solid Traffic Stripe- 5" White	3258	LF	$2.20	$7,167.60
6	653-1502	Thermoplastic Solid Traffic Stripe- 5" Yellow (Double)	14178	LF	$2.20	$31,191.60
7	657-1084	Preformed Solid Traffic Stripe, 8" White (Cross Walks)	10	EA	$440.00	$5,280.00
8	653-1704	Thermoplastic Solid Traffic Stripe, 24" White (Stop Bar)	12	EA	$110.00	$1,320.00
10	611-4001	Water Valve GP 1 (Lower/Grade as needed)	10	EA	$409.00	$4,090.00
12	668-2110	Storm Drain Inlet GP 1 (Lower/Grade as Needed)	50	EA	$756.00	$37,800.00
14	668-4311	Storm Sewer Manhole, TP 1 (Lower/Grade as Needed)	54	EA	$723.00	$39,042.00
17	150-1000	Traffic Control	Lump	Lump	$79,500.00	$79,500.00
18	150-	Mobilization	Lump	Lump	$33,845.00	$33,845.00
19		Adjustments- Traffic Signal Loops	unknown	EA	$4,000.00	———
20		Adjustments-	unknown	EA		
21		Miscellaneous – attach detail**			Sep sheet	
		TOTAL PROJECT COST			**$ $1,139,300.00**	

**Adjustments – quantities, if any, may be unknown. Price as an each and do not extend total.*
***Any other fees, additional charges and prices that may be applicable to this project **must** be listed on a separate sheet and attached.*

Additional comments/recommendations: _____

The City reserves the right to accept the BEST-EVALUATED BID as deemed by the Evaluation Committee, which may or may not be the lowest monetary bid.

COMPLETED BY:
Company Name: Piedmont Paving, Inc.
Contact Person: _____ Andrew Trammell
(Signature) (Printed Name)

FAILURE TO RETURN THIS PAGE AS PART OF YOUR SUBMISSION MAY RESULT IN REJECTION OF RESPONSE

ITB 23-024
PRICE SUBMITTAL: TSPLOST MILLING & RESURFACING YEAR 2

Company Name MHB Paving Inc. Date(s) of Site Visit _____

PRICE STRUCTURE* – Complete the following and include associated information specifics for the cost quoted (pricing must be submitted on this form; additional pages to detail may be used as needed). The quantities below are estimates only; additional detail on the locations can be found on Attachments, located at the end of this document. ***Bidders will be responsible for field verification and calculations.*** If any discrepancy exists between the unit price and the total price, the unit price will be used.

Itm	Ref	Description	Est Qty	UOM	Unit Price	Total Price
1	413-1000	Bituminous Tack Coat	2932	GL	$7.06	$20,701.00
2	402-1812	Recycled Asphaltic Concrete Leveling, including Bitum material & H Lime	948	TN	$275.86	$261,517.06
3	402-3130	Recycled Asphaltic Concrete 9.5 MM Superpave, Group 2 (135#/SY), including Bitum material & H Lime	3795	TN	$187.10	$710,044.50
4	432-0208	Mill Asphalt Conc Pavement – 1"-2" Depth	37774	SY	$2.90	$109,544.60
5	653-1501	Thermoplastic Solid Traffic Stripe- 5" White	3258	LF	$2.03	$6,627.74
6	653-1502	Thermoplastic Solid Traffic Stripe- 5" Yellow (Double)	14178	LF	$1.65	$23,393.70
7	657-1084	Preformed Solid Traffic Stripe, 8" White (Cross Walks)	10	EA	$714.30	$7,143.00
8	653-1704	Thermoplastic Solid Traffic Stripe, 24" White (Stop Bar)	12	EA	$247.00	$2,964.00
10	611-4001	Water Valve GP 1 (Lower/Grade as needed)	10	EA	$750.00	$7,500.00
12	668-2110	Storm Drain Inlet GP 1 (Lower/Grade as Needed)	50	EA	$1,800.00	$90,000.00
14	668-4311	Storm Sewer Manhole, TP 1 (Lower/Grade as Needed)	54	EA	$1,830.00	$98,820.00
17	150-1000	Traffic Control	Lump	Lump		$66,500.00
18	150-	Mobilization	Lump	Lump		$10,143.00
19		Adjustments-	unknown	EA		
20		Adjustments-	unknown	EA		
21		Miscellaneous – attach detail**			Sep sheet	
		TOTAL PROJECT COST			$ 1,414,898.60	

**Adjustments – quantities, if any, may be unknown. Price as an each and do not extend total.*
***Any other fees, additional charges and prices that may be applicable to this project **must** be listed on a separate sheet and attached.*

Additional comments/recommendations: _____

The City reserves the right to accept the BEST-EVALUATED BID as deemed by the Evaluation Committee, which may or may not be the lowest monetary bid.

COMPLETED BY:
Company Name: MHB Paving Inc.
Contact Person: _____ Luis Garcia Jr.
(Signature) (Printed Name)

Griffin
Growing, TOGETHER

CITY OF GRIFFIN, GEORGIA

RESPONSE SUBMITTAL COVER

BID #23-024

For

TSPLOST MILLING & RESURFACING YEAR 2

Submitted by:

Name of Company: ONSITE PAVING, SEALCOATING & MAINTENANCE, LLC

Mailing Address: PO BOX 1149

City/State/Zip: MCDONOUGH, GA 30253

Phone (including area code): 770-914-6400

E-mail: SCOTTR@onsitepaving.com

Submittal Deadline:
June 27, 2023 at 2:00 P.M.

FAILURE TO RETURN THIS PAGE AS PART OF YOUR SUBMISSION MAY RESULT IN REJECTION OF RESPONSE

SUPPLIER DISCLOSURES
23-024

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.

ONSITE PAVING, SEALCOATING & MAINTENANCE, LLC
Company Name

Signature of Authorized official of company

JEFF KLEEMEIER
Printed Name

REBECCA NORTON BOLTON NOTARY PUBLIC HENRY COUNTY, GEORGIA

Sworn to and subscribed before me this 20th **day of** December, **20**23.

Notary Public: Rebecca Norton Bolton

County: Henry

Commission Expires: 1/24/2024

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)*

JK **Resources.** We agree that we have the resources needed for the satisfactory completion of the project.

JK **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.

JK **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.

JK **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.

JK **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 JK

Addendum No. 1 dated 5/31 Acknowledgement JK

Addendum No. 2 dated 6/12 Acknowledgement JK

Addendum No. 3 dated 6/12 Acknowledgement JK

4 6/15 JK

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 ✓ Not yet ___

The City cannot award to a supplier that is not registered and compliant.

NAME OF COMPANY: ONSITE PAVING, SEALCOATING & MAINTENANCE, LLC

MAILING ADDRESS: PO BOX 1149

CITY /STATE/ZIP: MCDONOUGH GA 30253

PHONE (including area code): 770-914-6400 E-MAIL: SCOTTR@onsitepaving.com

AUTHORIZED SIGNATURE TITLE

JEFF KLEEMEIER PRESIDENT

NAME (PRINTED) TITLE (PRINTED)

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ITB 23-024
PRICE SUBMITTAL: TSPLOST MILLING & RESURFACING YEAR 2

Company Name ONSITE PAVING, SEALCOATING & MAINTENANCE Date(s) of Site Visit 6/22/23

PRICE STRUCTURE* – Complete the following and include associated information specifics for the cost quoted (pricing must be submitted on this form; additional pages to detail may be used as needed). The quantities below are estimates only; additional detail on the locations can be found on Attachments, located at the end of this document. ***Bidders will be responsible for field verification and calculations.*** If any discrepancy exists between the unit price and the total price, the unit price will be used.

Itm	Ref	Description	Est Qty	UOM	Unit Price	Total Price
1	413-1000	Bituminous Tack Coat	2932	GL	6.00	17,592.00
2	402-1812	Recycled Asphaltic Concrete Leveling, including Bitum material & H Lime	948	TN	126.52	119,940.96
3	402-3130	Recycled Asphaltic Concrete 9.5 MM Superpave, Group 2 (135#/SY), including Bitum material & H Lime	3795	TN	122.80	466,026.00
4	432-0208	Mill Asphalt Conc Pavement – 1"-2" Depth	37774	SY	3.62	136,741.88
5	653-1501	Thermoplastic Solid Traffic Stripe- 5" White	3258	LF	1.25	4,072.50
6	653-1502	Thermoplastic Solid Traffic Stripe- 5" Yellow (Double)	14178	LF	2.30	32,609.40
7	657-1084	Preformed Solid Traffic Stripe, 8" White (Cross Walks)	10	EA	1725.00	17,250.00
8	653-1704	Thermoplastic Solid Traffic Stripe, 24" White (Stop Bar)	12	EA	135.00	1,620.00
10	611-4001	Water Valve GP 1 (Lower/Grade as needed)	10	EA	100.00	1,000.00
12	668-2110	Storm Drain Inlet GP 1 (Lower/Grade as Needed)	50	EA	350.00	17,500.00
14	668-4311	Storm Sewer Manhole, TP 1 (Lower/Grade as Needed)	54	EA	200.00	10,800.00
17	150-1000	Traffic Control	Lump	Lump	25,000.00	25,000.00
18	150-	Mobilization	Lump	Lump	5,000.00	5,000.00
19		Adjustments-	unknown	EA	–	–
20		Adjustments-	unknown	EA	–	–
21		Miscellaneous – attach detail**			Sep sheet	40,530.00
		TOTAL PROJECT COST				$ 895,682.74

**Adjustments – quantities, if any, may be unknown. Price as an each and do not extend total.*
***Any other fees, additional charges and prices that may be applicable to this project **must** be listed on a separate sheet and attached.*

Additional comments/recommendations: _____

The City reserves the right to accept the BEST-EVALUATED BID as deemed by the Evaluation Committee, which may or may not be the lowest monetary bid.

COMPLETED BY:
Company Name: ONSITE PAVING, SEALCOATING & MAINTENANCE, LLC
Contact Person: _____ SCOTT RUTKOWSKI
(Signature) (Printed Name)

MISC. LINE ITEMS

LOOP DETECTOR (6x6)	2 EA	@	$1,100.00/EA =	$2,200.00
LOOP DETECTOR (6x40)	8 EA	@	$3,375.00/EA =	$27,000.00
P&P BOND	1 LS	@	$11,330.00 =	$11,330.00
				$40,530.00

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: CITY OF MCDONOUGH
Brief Description of Project: MILLING/RESURFACING VARIOUS STREETS
Completion Date: 1/30/23
Contact Person: STEVE MORGAN
Telephone: 678-614-4287 E-mail: SMORGAN@MCDONOUGHGA.ORG

REFERENCE 2:
Company Name: RABINE PAVING AMERICA
Brief Description of Project: FEDEX DIST. CTR. CONLEY MILL & RESURFACE
Completion Date: 12/23/20
Contact Person: TOM BLITEK
Telephone: 815-347-3001 E-mail: TOMBLITEK@RABINEAMERICA.COM

REFERENCE 3:
Company Name: HAVENWOOD HOLDINGS, LLC
Brief Description of Project: RIVER PARK GA 16 MILL & OVERLAY
Completion Date: 11/10/22
Contact Person: DOUG ADAMS
Telephone: _____ E-mail: DOUG@HAVENWOODHOLDINGS.COM

COMPLETED BY:
Company Name: ONSITE PAVING, SEALCOATING & MAINTENANCE, LLC
Contact Person: _____ SCOTT RUTKOWSKI
(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: Onsite Paving, Sealcoating and Maintenance
- Physical Location Address: 15 Depot St P.O. Box 1149 McDonough GA 30253
- Federal Identification Number (FEI): 464723277
- Have you ever been registered in the State of Georgia? _____
- If so, please provide the following information, if applicable:
  - State Taxpayer Identification Number (STI): 3136426V0
  - Sales and Use Tax Number: N/A
  - Withholding Tax Number: _____
- What type of service will you perform? Install Asphalt/Rock
- Will you sell any tangible personal property or goods? _____
- 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: Rebecca Bolton
  - Telephone Number: 770 914 6400
  - E-mail Address: Rebeccab@onsitepaving.com

ON-SITE PAVING SEALCOATING AND MAINTENANCE LLC CORPORATE SEAL

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.

STATE OF GEORGIA

Secretary of State

Corporations Division
313 West Tower
2 Martin Luther King, Jr. Dr.
Atlanta, Georgia 30334-1530

ANNUAL REGISTRATION

Electronically Filed
Secretary of State
Filing Date: 1/25/2023 5:05:56 PM

BUSINESS INFORMATION	
CONTROL NUMBER	14008250
BUSINESS NAME	On-Site Paving Sealcoating and Maintenance LLC
BUSINESS TYPE	Domestic Limited Liability Company
EFFECTIVE DATE	01/25/2023
ANNUAL REGISTRATION PERIOD	2023

PRINCIPAL OFFICE ADDRESS	
ADDRESS	PO Box 1149, PO Box 1149, McDonough, GA, 30253, USA

REGISTERED AGENT		
NAME	ADDRESS	COUNTY
Georgia Corporate Services, Inc.	159 Griffin St., McDonough, GA, 30253, USA	Henry

AUTHORIZER INFORMATION	
AUTHORIZER SIGNATURE	Jeff Kleemeier
AUTHORIZER TITLE	Authorized Person

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) JK My company provides labor or services to the City and I have supplied the EV number below (notarization below is required).

JEFF KLEEMEIER — 6/20/23

BY: Authorized Officer or Agent — *Printed Name* — *Date*

ONSITE PAVING, SEALCOATING & MAINTENANCE, LLC — PRESIDENT

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.

974708

EEV / (*E-Verify # issued by Homeland Security IF checked above*)

REBECCA NORTON BOLTON NOTARY PUBLIC HENRY COUNTY, GEORGIA

Sworn to and subscribed before me

This 20th day of June, 2023

Notary Public Rebecca Norton Bolton

My commission expires: 4/24/2024

* 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 / 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).

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.
On-Site Paving, Sealcoating and Maintenance

2 Business name/disregarded entity name, if different from above

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) ▶ C

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.
P.O. Box 1149 15 Depot St

Requester's name and address (optional)

6 City, state, and ZIP code
McDonough GA 30253

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
46 - 4723277

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 ▶ Richard Dutton Date ▶ 6.20.2023

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.*

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.

Consultant, ONSITE PAVING, SEALCOATING & MAINTENANCE INC, certifies or affirms the truthfulness and accuracy of each statement of its certification and disclosure, if any. In addition, Consultant 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.

Signature

Date: 6-20-23

Name: JEFF KLEEMEIER

Title: PRESIDENT

ON-SPAV-01 SUSAN

ACORD

CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY) 6/26/2023

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
Waites & Foshee Insurance, a division of Oakbridge Insurance
P.O. Box 4803
Macon, GA 31208

CONTACT NAME: Kasey Defore
PHONE (A/C, No, Ext): (478) 743-0588 FAX (A/C, No): (478) 743-0589
E-MAIL ADDRESS:

INSURER(S) AFFORDING COVERAGE	NAIC #
INSURER A : Patriot General Insurance Company	23442
INSURER B : Middlesex Insurance Company	23434
INSURER C : Evanston Insurance Company	35378
INSURER D :	
INSURER E :	
INSURER F :	

INSURED
On-Site Paving Sealcoating and Maintenance, LLC
P.O. Box 1149
Mc Donough, GA 30253

COVERAGES **CERTIFICATE NUMBER:** **REVISION NUMBER:**

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						EACH OCCURRENCE	$ 1,000,000
	CLAIMS-MADE X OCCUR			A0184562004	12/10/2022	12/10/2023	DAMAGE TO RENTED PREMISES (Ea occurrence)	$ 500,000
							MED EXP (Any one person)	$ 5,000
							PERSONAL & ADV INJURY	$ 1,000,000
	GEN'L AGGREGATE LIMIT APPLIES PER:						GENERAL AGGREGATE	$ 3,000,000
	POLICY X PRO-JECT LOC						PRODUCTS - COMP/OP AGG	$ 2,000,000
	OTHER:							$
A	AUTOMOBILE LIABILITY						COMBINED SINGLE LIMIT (Ea accident)	$ 1,000,000
	X ANY AUTO			A0184562001	12/10/2022	12/10/2023	BODILY INJURY (Per person)	$
	OWNED AUTOS ONLY / SCHEDULED AUTOS						BODILY INJURY (Per accident)	$
	HIRED AUTOS ONLY / NON-OWNED AUTOS ONLY						PROPERTY DAMAGE (Per accident)	$
								$
B	X UMBRELLA LIAB X OCCUR						EACH OCCURRENCE	$ 5,000,000
	EXCESS LIAB CLAIMS-MADE			A0184562006	12/10/2022	12/10/2023	AGGREGATE	$ 5,000,000
	DED X RETENTION $ 10,000							$
A	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY						X PER STATUTE OTH-ER	
	ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH) Y/N: N / N/A			A0184562005	12/10/2022	12/10/2023	E.L. EACH ACCIDENT	$ 1,000,000
	If yes, describe under DESCRIPTION OF OPERATIONS below						E.L. DISEASE - EA EMPLOYEE	$ 1,000,000
							E.L. DISEASE - POLICY LIMIT	$ 1,000,000
A	Equipment Floater			A0184562003	12/10/2022	12/10/2023	Leased/Rented Equip	400,000
C	Pollution Liability			MKLV2ENV103185	12/10/2022	12/10/2023	Aggregate	1,000,000

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (ACORD 101, Additional Remarks Schedule, may be attached if more space is required)
Project: TSPLOST Milling & Resurfacing Year 2

CERTIFICATE HOLDER

City of Griffin
100 S. Hill Street
Griffin, GA

CANCELLATION

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
Susan R. Wood

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AGENCY CUSTOMER ID: ON-SPAV-01 SUSAN

LOC #: 1

ADDITIONAL REMARKS SCHEDULE

AGENCY	NAMED INSURED
Waites & Foshee Insurance, a division of Oakbridge Insurance	On-Site Paving Sealcoating and Maintenance, LLC P.O. Box 1149 Mc Donough, GA 30253
POLICY NUMBER SEE PAGE 1	
CARRIER / NAIC CODE SEE PAGE 1 / SEE P 1	EFFECTIVE DATE: SEE PAGE 1

ADDITIONAL REMARKS

THIS ADDITIONAL REMARKS FORM IS A SCHEDULE TO ACORD FORM,

FORM NUMBER: ACORD 25 FORM TITLE: Certificate of Liability Insurance

Forms and endorsement
General Liability Includes:
- Contractors Blanket Additional Insureds, Primary & Non-Contributory, Waiver of Subgoation #CG7125 06/22

Automobile Liability Includes:
- Special Broad Form Auto Endorsement #CA7057 06/22
  *Additional Insured by Contract, Agreement or Permit
  * Primary & Non-Contributory
  *Waiver of Transfer of Rights of Recovery

Workers Compensation Includes:
- Waiver of Our Right to Recover From Others Endorsement #WC000313

Excess Liability policy:
- Follows form with General Liability, Automobile Liability, & Workers Compensation/Employers Liability.

All policy forms & endorsements apply per written contract.

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PAYMENT BOND

Frankenmuth Insurance Company

Bond No.: **SUR2003446**

CONTRACTOR:
(Name, legal status and address)
On Site Paving,Sealcoating and Maintenance, LLC
15 Depot Street
McDonough, Georgia 30253

SURETY:
(Name, legal status and principal place of business)
Frankenmuth Insurance Company
1 Mutual Ave
Frankenmuth, MI 48787

OWNER:
(Name, legal status and address)
City of Griffin, Georgia
100 S. Hill St. 3rd Floor
Griffin, Georgia 30223

CONSTRUCTION CONTRACT
Date: **July 13, 2023**
Amount: **($895,682.74) Eight Hundred Ninety-Five Thousand Six Hundred Eighty-Two dollars and Seventy Four Cents**
Description:
(Name and location)
TSPLOST Milling & resurfacing year 2
City of Griffin

BOND
Date: **August 15, 2023**
(Not earlier than Construction Contract Date)
Amount: **($895,682.74) Eight Hundred Ninety-Five Thousand Six Hundred Eighty-Two dollars and Seventy Four Cents**
Modifications to this Bond: [X] None [ ] See Section 18

CONTRACTOR AS PRINCIPAL
Company: *(Corporate Seal)*
On Site Paving,Sealcoating and Maintenance, LLC
Signature: Jeff Kleemeier as President
Name and Title:

SURETY
Company: *(Corporate Seal)*
Frankenmuth Insurance Company
Signature: Susan B. Wood, POA
Name and Title: **Susan Wood**

(Any additional signatures appear on the last page of this Payment Bond.)

(FOR INFORMATION ONLY — Name, address and telephone)

AGENT or **BROKER:**
Oakbridge Insurance Agency
850 Walnut Street
Macaon, GA 31208

OWNER'S REPRESENTATIVE:
(Architect, Engineer or other party:)

§ 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:

None

(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:		Name and Title:	
Address:		Address:	

PERFORMANCE BOND

Frankenmuth Insurance Company

Bond No.: **SUR2003446**

CONTRACTOR:
(Name, legal status and address)
On Site Paving,Sealcoating and Maintenance, LLC
15 Depot Street
McDonough, Georgia 30253

SURETY:
(Name, legal status and principal place of business)
Frankenmuth Insurance Company
1 Mutual Ave
Frankenmuth, MI 48787

OWNER:
(Name, legal status and address)
City of Griffin, Georgia
100 S. Hill St. 3rd Floor
Griffin, Georgia 30223

CONSTRUCTION CONTRACT
Date: **July 13, 2023**
Amount: **($895,682.74) Eight Hundred Ninety-Five Thousand Six Hundred Eighty-Two dollars and Seventy Four Cents**
Description:
(Name and location)
TSPLOST Milling & resurfacing year 2
City of Griffin

BOND
Date: **August 15, 2023**
(Not earlier than Construction Contract Date)

Amount: **($895,682.74) Eight Hundred Ninety-Five Thousand Six Hundred Eighty-Two dollars and Seventy Four Cents**
Modifications to this Bond: [X] None [ ] See Section 16

CONTRACTOR AS PRINCIPAL
Company: *(Corporate Seal)*
On Site Paving,Sealcoating and Maintenance, LLC
Signature: Jeff Kleaveiss as President
Name and Title:

SURETY
Company: *(Corporate Seal)*
Frankenmuth Insurance Company
Signature: Susan R. Wood, POA
Name and Title: **Susan Wood**

(Any additional signatures appear on the last page of this Performance Bond.)

(FOR INFORMATION ONLY — Name, address and telephone)

AGENT or **BROKER:**
Oakbridge Insurance Agency
850 Walnut Street
Macaon, GA 31208

OWNER'S REPRESENTATIVE:
(Architect, Engineer or other party:)

§ 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:

None

(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:		Name and Title:	
Address:		Address:	

FRANKENMUTH INSURANCE COMPANY

POWER OF ATTORNEY

KNOW ALL MEN BY THESE PRESENTS, that Frankenmuth Insurance Company (the "Company"), a corporation duly organized and existing under the laws of the State of Michigan, having its principal office at 1 Mutual Avenue, Frankenmuth, Michigan 48787, does hereby nominate, constitute and appoint:

Harold D. Foshee III, Garry Calloway Garretson, Susan R. Wood, Kasey DeFore, Shelly Edminston Lee, William David Edwards

Their true and lawful attorney(s)-in-fact, each in their separate capacity if more than one is named above, to make, execute, seal, acknowledge and deliver any and all bonds, contracts and undertakings of suretyship, with the exception of Financial Guaranty Insurance, provided, however, that the penal sum of any one such instrument shall not exceed the sum of:

Fifty Million and 00/100 Dollars ($50,000,000)

This Power of Attorney is granted pursuant to the following Resolution duly adopted at a meeting of the Board of Directors of Frankenmuth Insurance Company:

"**RESOLVED**, that the President, Senior Vice President or Vice President and each of them under their respective designations, hereby is authorized to execute powers of attorney, and such authority can be executed by use of facsimile signature, which may be attested or acknowledged by any officer of the Company, qualifying the attorney(s) named in the given power of attorney, to execute on behalf of, and acknowledge as the act and deed of Frankenmuth Insurance Company on all bonds, contracts and undertakings of suretyship, and to affix the corporate seal thereto."

IN WITNESS WHEREOF, the Company has caused these presents to be signed and attested by its appropriate officers and its corporate seal hereunto affixed this 15th day of December, 2022.

Seal

Frankenmuth Insurance Company

By _____

Frederick A. Edmond, Jr.,
President and Chief Executive Officer

STATE OF MICHIGAN)
COUNTY OF SAGINAW) ss:

Sworn to before me, a Notary Public in the State of Michigan, by Frederick A. Edmond, Jr., to me personally known to be the individual and officer described in, and who executed the preceding instrument, deposed and said the Corporate Seal and his signature as Officer were affixed and subscribed to said instrument by the authority of the Company.

IN TESTIMONY WHEREOF, I have set my hand, and affixed my Official Seal this 15th day of December, 2022.

_____ (Seal)

Susan L. Fresorger, Notary Public
Saginaw County, State of Michigan
My Commission Expires: April 3, 2028

I, the undersigned, Executive Vice President of Frankenmuth Insurance Company, do hereby certify that the foregoing is a true, correct and complete copy of the original Power of Attorney; that said Power of Attorney has not been revoked or rescinded and is in full force and effect as of this date.

IN WITNESS WHEREOF, I have set my hand and affixed the Seal of the Company, this 15th day of August, 2023.

_____

Andrew H. Knudsen, Executive Vice President,
Chief Operating Officer and Secretary

ALL CORRESPONDENCE RELATED TO BOND VALIDATION AND/OR A CLAIM SHOULD BE DIRECTED TO VP SURETY, 701 U.S. ROUTE ONE, SUITE 1, YARMOUTH, ME 04096

AGREEMENT BETWEEN CITY OF GRIFFIN

AND ONSITE PAVING, SEALCOATING, AND MAINTENANCE.

FOR MILLING & RESURFACING AGREEMENT

THIS AGREEMENT made this 22 day of August, 2023, by and between Onsite Paving, Sealcoating, and Maintenance, a Georgia corporation, (Contractor), and the City of Griffin, Georgia, a Georgia municipal corporation, by and through its City Commission, (Owner).

WITNESSETH, that the Contractor and the Owner in consideration of the mutual promises and covenants hereinafter set forth agree as follows:

ARTICLE 1. SCOPE OF WORK

The Contractor shall furnish all equipment, tools, materials, skill, labor of every description, and all things necessary to carry out and complete in a good and workmanlike manner in accordance with Georgia Department of Transportation Specifications and Guidelines, the work described in the Bid Invitation issued by the Owner, dated May 17, 2023, in response to the Invitation to Bid issued by the Owner for Milling & Resurfacing various Streets located within the incorporated boundaries of the City of Griffin (the 'Work'). The following documents are incorporated by reference and made a part of the terms and conditions of this Contract as if fully set out herein; a) the work described in the Proposal of the Contractor, dated August 22, 2023 identified as Exhibit A, the specifications and the Invitation to Bid issued by the Owner identified as Exhibit B. Exhibit A and Exhibit B are attached hereto and made a part hereof.

ARTICLE 2. TIME OF COMPLETION

The parties agree that time is of the essence, and therefore the work to be performed under this Contract shall be commenced within 15 days after Notice To Proceed is received, and all work to be completed within 90 days of start.

ARTICLE 3. THE CONTRACT PRICE

The Work shall be performed by the Contractor for a not to exceed price of Eight Hundred Ninety - Five Thousand, Six Hundred and Eighty-Two Dollars & Seventy-Four Cents

($895,682.74) subject only to any additions and/or deductions made pursuant to authorized change orders mutually agreed in writing by the parties.

ARTICLE 4. PAYMENTS

Upon receipt of the Contractor's invoice payments will be made by the Owner to the Contractor for the invoice amount of all Work accepted by the Owner. Acceptance of the Work shall be at Owner's sole reasonable discretion that Contractor has completed the Work invoiced in full conformance with this Agreement per Georgia Prompt Pay Act, O.C.G.A. §13-11-1.

ARTICLE 5. PERFORMANCE AND PAYMENT BONDS

The Contractor must provide a performance bond in the amount of the bid for the faithful performance of this Contract and to indemnify the Owner for any damages should the Contractor fail to perform this contract.

The Contractor shall also provide a payment bond in an amount of at least the total amount payable by the terms of this Contract.

ARTICLE 6. GENERAL PROVISIONS

1. The Work shall be completed in a good and workmanship like manner and in compliance with the applicable Georgia Department of Transportation Specifications and Guidelines, the terms of this Agreement and all applicable state and federal laws, regulations and codes. The Work shall be subject to inspection and approval by the Owner or its designee.
2. To the extent required by law the Work shall be performed by individuals dully licensed and authorized by law to perform said work.
3. The Contractor shall comply with the provisions of O.C.G.A. 13-10-91.
4. Contractor may at its discretion engage subcontractors to perform work hereunder, provided Contractor shall fully pay said subcontractor(s) and in all instances remain responsible for the proper completion of this Contract.
5. Contractor shall furnish Owner appropriate releases or waivers of lien for all work performed or materials provided at each time periodic payment is made hereunder.
6. All change orders shall be in writing and signed by both Owner and Contractor.
7. Contractor shall obtain and maintain the following insurance coverage: a) Worker's Compensation as required by Georgia law; b) Commercial General Liability $1,000,000.00 each occurrence, $1,000,000.00 in the aggregate; and c) Automobile Liability $1,000,000.00 combined single limit. The Owner shall be named as an

additional insured on said Commercial General Liability and Automobile Liability policies. Contractor shall provide proof of said insurance to the Owner.

8. Contractor shall at its own expense obtain all permits necessary for the work to be performed.
9. Contractor agrees to remove all debris and leave the area of work in a clean condition.
10. In the event Owner shall fail to pay any periodic or installment payment due hereunder, Contractor may cease work without breach pending payment or resolution of any dispute.
11. The contract will need to be interpreted and construed under Georgia law with the Superior Court of Spalding County, Georgia being the forum.
12. Contractor shall not be liable for any delay due to circumstances beyond its control including strikes, casualty, weather or general unavailability of materials.
13. The Contractor warrants that materials furnished under this Contract will be of good quality and new, that the Work will be free from defects not inherent in the quality required or permitted, and that the Work will conform to the requirements of this Contract. Work not conforming to these requirements, including substitutions not properly approved and authorized, is considered defective. The obligation of this paragraph shall survive acceptance of the Work and termination of the Agreement. Contractor warrants all work for a period of twelve (12) months following completion and acceptance of the work by the Owner.

Signed this 22 day of August, 2023.

Contractor:

By: Jeff Kleemeier

Title: President

ON-SITE PAVING SEALCOATING AND MAINTENANCE LLC CORPORATE SEAL

City of Griffin, Georgia

Owner

By: _____

Title: _____

Attest: _____

Jessica W. O'Connor, Secretary

(SEAL)

Approved as to form:

By: Andrew J. Whalen, III

Andrew J. Whalen, III, City Attorney

AGENDA ITEM SUMMARY

ITEM SUMMARY:

Consider an amendment to the Intergovernmental Contract for Conducting of Municipal Elections between The City of Griffin, Georgia and Spalding County, Georgia. *City Manager, Jessica O'Connor, will address.*

SPECIAL CONSIDERATIONS OR CONCERNS:

The amendment to the IGA includes clarifying the Spalding County Board of Elections and Registration and its Supervisor's responsibilities and duties, amending the number of City precincts from seven (7) to six (6) and estimating the costs of the rental, set up and take down of each precinct as outlined in Attachment "A", and including special elections for the Griffin-Spalding County Board of Education.

STAFF RECOMMENDATION:

Staff recommends approval.

FINANCIAL IMPACT:

The cost of the election are depicted in Exhibit "A".

Submitted By:
Susan Bartholomew

Meeting Date:
22/08/2023

Reviewed By:
Jessica O'Connor

ATTACHMENTS:
Amended City-Co IGA Municipal Elections with AJW signature

INTERGOVERNMENTAL CONTRACT FOR CONDUCTING OF MUNICIPAL ELECTIONS BETWEEN THE CITY OF GRIFFIN, GEORGIA, AND SPALDING COUNTY, GEORGIA

THIS AGREEMENT, made and entered this _____ day of _____, 2023 by and between the CITY OF GRIFFIN, GEORGIA, a municipal corporation organized and existing under the laws of the State of Georgia ("the City"), and SPALDING COUNTY, a political subdivision of the State of Georgia ("the County"), provides as follows:

WHEREAS, O.C.G.A. § 21-2-45(c) specifically allows any county and municipality located wholly or partly within such county to contract for the county to, among other things, conduct municipal elections in the same manner as county elections. This instrument 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. Each of the parties hereto covenants that it has the requisite legal authority to do all things necessary, convenient and expedient to carry out the obligations and responsibilities herein set forth. Furthermore, for the term of this agreement, all parties agree to exercise good faith and best efforts to adequately and properly perform under the terms of this contract. The parties do further covenant and agree to cooperate fully with the spirit and intent of this contract; and

WHEREAS, the City desires that Spalding County conduct municipal elections for the City of Griffin; and

WHEREAS, the City desires that the County, through the Spalding County Board of Elections and Registration and its Elections Supervisor, serve as Superintendent for all City elections, which shall include, but not be limited to, qualifying candidates, reporting Campaign Ethics forms, advance voting, election day voting, tabulation of ballots, and certification of election; and

WHEREAS, this Agreement shall supersede any and all other Intergovernmental Agreements between the parties concerning the conduct of municipal elections.

NOW, THEREFORE, in consideration of the mutual covenants and promises herein made, the receipt, adequacy, and sufficiency of which are mutually acknowledged, the parties agree to be bound, each unto the other, as follows:

ARTICLE 1.

LEGAL AUTHORITY

Section 1.1 The Official Code of Georgia Annotated Section 21-2-45(c) specifically authorizes this contract. This instrument 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, and shall constitute a general obligation to which its full faith and credit is hereby pledged, including, if necessary, the levy of ad valorem taxes. Each of the parties herein covenants that it has the requisite legal authority to provide the services, perform the functions, 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.

Section 1.2 For the term of this agreement, all parties agree to exercise good faith and best efforts to fund such undertakings, including the exercise of power to establish, levy and enforce reasonable rates, fees and charges adequately and properly for the services contemplated to be provided.

Section 1.3 By entering into this contract, the parties agree that the City acquires no property rights or ownership in any assets or facilities of the County, nor does the County acquire any property rights or ownership in any assets or facilities of the City.

ARTICLE 2

TERM OF AGREEMENT

Section 2.1 This agreement shall become effective at 12:01 A.M. on the _____ day of _____, 2023 and shall terminate at midnight on June 30, 2062. It is expressly agreed that there shall be no interim termination of the term of this agreement, unless

a. the governing bodies of both parties, mutually find and agree to do so; or

b. except as otherwise provided in Article 2.5, herein.

Section 2.2 Given the intent of the parties to enforce this agreement as a binding obligation for the full term stated, except as otherwise specified herein, and in consideration of the unique relationship herein created and established, upon which both parties are entitled to justifiably rely, it is expressly agreed that in the event of an alleged breach of future performance by any party, the judicial remedy available to the parties shall be by "complaint for declaratory judgment and

specific performance" filed in the Superior Court of Spalding County, Georgia, and the parties hereby waive any right to raise defenses relating to lack of actual controversy or lack of uniqueness of the underlying relationship.

Section 2.3 To the extent allowable by law, the parties agree that should such an action be filed, the filing party shall be entitled to petition said court for expedited handling, including shortening of the statutory periods involved for response, discovery and trial. Upon the filing of such action, the parties consent to the entry of an automatic interim injunction to maintain the status quo pending outcome of the proceedings.

Section 2.4 It is the intention of the parties that any action be resolved by means of a "bench trial" conducted by the judge regularly assigned to such case, and the parties expressly waive the right to trial by jury, it being the intention of all parties that any disputes arising hereunder be resolved equitably giving primary consideration to the enforcement of this contract to its fullest extent.

Section 2.5 This agreement may be terminated by either party by giving written notice of its intent to terminate the contract to the other party. The termination shall be effective at the end of the calendar year in which such written notice is given.

ARTICLE 3.
COUNTY TO CONDUCT ALL MUNICIPAL ELECTIONS

Throughout the term of this contract, it is agreed by the parties that Spalding County shall conduct any and all elections held by the City pursuant to O.C.G.A. § 21-2-45 et seq., and that the County shall perform all duties as superintendent of elections as specified therein. Spalding County's obligation hereunder shall commence on the date of this Agreement.

ARTICLE 4.
COMMON EXPENSES

The parties agree that there are certain expenses which are common to conducting an election which would be difficult to determine for each individual election. For the purpose of this contract, the term "common expenses" shall include, but not necessarily be limited to, the costs incurred for ballots, postage, early voting poll workers, advertising public notice,

purchasing miscellaneous paper and other supplies necessary for conducting an election. This list is not meant to be exhaustive but is merely illustrative in nature.

ARTICLE 5.
PRECINCT COSTS FOR CITY ELECTIONS ONLY

The City has six (6) voting precincts. In the event that the City conducts an election for city commissioners or any other city issues where there are no county issues or county elections on the ballot, then and in such event, the City agrees that it shall pay all of the expenses related to such election, to include the actual per precinct cost for rental, setup, and take down, as outlined in Attachment "A" which is made part of this agreement. The parties agree that Attachment "A" is illustrative only and that these costs shall be adjusted each year as needed.

ARTICLE 6.
PAYMENT OF COSTS

The City, in accordance with O.C.G.A. §§21-2-45 and 21-2-71, will appropriate such funds as are necessary and shall pay to the County all costs as set out below necessary for the conduct of primaries and elections in the City and for performance of the duties of the superintendent in conjunction with such elections, including but not limited to those set out in O.C.G.A. § 21-2-71, and as amended in state law.

The parties have agreed on the following apportionment of costs for elections as set out below:

1. In those cases where the election is solely a City election and there are no County issues on the ballot, the City will be responsible for 100% of the costs incurred for the election, including the precinct costs set out in Article 5 above.
2. In the event there is a County wide election with no City election issues on the ballot, then the City shall pay none of the costs of the election.
3. In the event that there is an election in which there are both City and County elections and/or issues on the ballot to include special elections for the Griffin Spalding County Board of Education then and in such event, the City

and County agree to prorate those common expenses. The proration of such common expense shall be the same ratio as the ratio of the total number of registered voters in the City as compared to the total number of registered voters in Spalding County. The number of registered voters shall be determined as of the last day to register to vote for that particular election.

ARTICLE 7.

SALARIES FOR THE BOARD OF ELECTIONS

As compensation for the services rendered by the County Board of Elections, the City shall reimburse the general fund of the County for the salaries of the Board of Elections in every odd numbered year, beginning with the year 2023, and each odd numbered year thereafter.

ARTICLE 8.

INSURANCE AND HOLD HARMLESS

Each party covenants that at the time of execution of this contract, each party has comprehensive liability insurance coverage (or its equivalent through either a program of self-insurance or by participation in an interlocal risk management agency) in an amount not less than $1,000,000.00 per occurrence, which coverage and amount shall be maintained throughout the duration of this contract, in as broad a form as possible, providing the entity with a defense and payment of resulting judgments from claims reasonably anticipated or risks likely foreseeable to occur out of the duties and responsibilities herein undertaken.

ARTICLE 9.

MODIFICATION, EXECUTION, TERMINATION OF PRIOR CONTRACTS

Section 6.1 Upon execution of this contract by both parties, in duplicate, a fully executed original shall be spread upon the minutes of the governing bodies of each party as evidence of its existence. A certified copy by the designated officer of either party shall be fully admissible in lieu of an original in any legal proceeding at which the existence and enforceability of said contract is in issue.

Section 6.2 No modification or amendment of this contract shall be effective unless in

writing, approved by all parties, executed by their duly authorized officers, and spread upon the minutes of the respective governing bodies.

Section 6.3 It is the intention of the parties that this writing represents the full and complete understanding and agreements of the parties to the various matters specifically treated and no further negotiations, amendments or modifications are contemplated at time of execution hereof.

Section 6.4 Future amendments should be limited to matters of material significance affecting the relationship herein established, giving as broad an interpretation as possible to the spirit and intent of this contract when resolving any conflicts that may hereafter arise.

Section 6.5 For purposes of interpretation, all terms used in this contract shall have their common and usual meaning or significance, unless such term is a term of art, in which event it shall have such meaning as may be assigned thereto. When statutes or regulations require specific acts to be performed, or dictate the manner of performance, such specifications shall be deemed the minimum standard governing such performance.

Section 6.6 This writing supersedes any prior negotiations between the parties concerning the provision by Spalding County to the City of Griffin of election services and, upon its formal execution, shall be the sole and controlling agreement defining said relationship.

Section 6.7 Notices given pursuant to this contract shall be effective if either personally served and delivered, or if sent by certified mail, return receipt requested, addressed as shown below, with adequate postage thereon:

To Spalding County:
Spalding County, Georgia
Attn: County Manager
P. O. Box 1087
Griffin, GA 30224

With copy to:
Spalding County Board of Elections and Registration
Attn: Elections Supervisor
841 Memorial Drive
Griffin, GA 30223

To City of Griffin:
City of Griffin
Attn: City Manager
P. O. Box T
Griffin, GA 30224

Section 6.8 Time is of the essence of this contract.

Section 6.9 The provisions of this contract are hereby deemed and declared to be severable. If any provisions of this contract, or the application of any provisions to any circumstances, are held to be unconstitutional, unenforceable or invalid, for any reason, the remaining terms, conditions and obligations contained herein shall not be affected thereby and this contract shall otherwise remain in full force and effect.

IN WITNESS WHEREOF, the parties hereto, acting through the duly authorized and empowered Chairman or Mayor of the respective governing authority, as attested to by its respective Clerk or Secretary, have executed this Contract, in duplicate originals, under their respective seals, the day and year first above written.

SPALDING COUNTY

By: _____
CHAIRMAN, SPALDING COUNTY
BOARD OF COMMISSIONERS

Attest: _____
CLERK

Reviewed:

_____
Stephanie W. Windham
County Attorney

CITY OF GRIFFIN

By: _____
MAYOR

Attest: _____
SECRETARY

Reviewed:
Andrew J. Whalen, III
Andrew J. Whalen, III
City Attorney

Approved:
SPALDING COUNTY BOARD OF ELECTIONS AND REGISTRATION

By: _____
CHAIRMAN

Attest: _____
ELECTIONS SUPERVISOR

ATTACHMENT "A"
Estimate of Precinct Costs

Precinct Number and Name	Leisure Services Cost/Truck					TOTAL
	Rental and County	Personnel (PER)	Leisure Services/Rental	Precinct Rental	Leisure Services/PER	Leisure Services Costs
P1 – Second Baptist Church	$143.78	$358.79	$0.00	$0.00	$0.00	$502.57
P2 – Fairmont Community Center	$143.78	$358.79	$335.00	$0.00	$225.00	$1,062.57
P3 – Spalding County Senior Center	$143.78	$358.79	$450.00	$0.00	$225.00	$1,177.57
P5 – UGA Griffin Stuckey Auditorium	$143.78	$358.79	$0.00	$0.00	$0.00	$502.57
City Park Gym	$148.78	$358.79	$335.00	$0.00	$225.00	$1,062.57
P7 – First United Methodist Church	$143.78	$358.79	$0.00	$665.00	$0.00	$1,157.57
TOTAL:						**$5,465.42**