AGENDA
Regular Scheduled Meeting
CITY OF GRIFFIN BOARD OF COMMISSIONERS
September 26, 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. Presentation of the Meritorious Operator Award to Mike Melton by Dan Carter, Georgia Section of American Water Works Association. *Director of Water and Wastewater, Brandon Lewis, will address.*

2. Presentation of proclamation declaring September 15, 2023 to October 15, 2023 to be Latino Hispanic Heritage Month in the City of Griffin. *Members of the City of Griffin's Employee Diversity and Inclusion Team will accept the proclamation.*

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 a proposed text amendment to the Unified Development Code, Article 5, amending Section 504E and adding Section 504H for the purpose of allowing chicken keeping as an accessory use subject to limitations set forth therein. *Director of Planning and Development, Chad Jacobs, will address.*

CONSENT AGENDA

4. Consider the minutes of the City of Griffin Board of Commissioners' Called Meeting on September 12, 2023.

5. Consider services for the repair of the boiler chimney at the Harry Simmons WTP from Chimney Solutions, lowest quote, in the amount of $29,464.00. *Director of Water and Wastewater, Brandon Lewis, will address.*

6. Consider a contract with VHB, Inc., current vendor, in the amount of $8,975.00 for biological monitoring in the Potato Creek watershed. *Director of Stormwater, Ariel Blanton, will address.*

7. Consider a contract with Waveko in the amount of $32,488.27 to replace 21 windows, including painting and adding trim and sills at the Welcome Center. *Public Works Director, Mariza Eller, will address.*

8. Consider an agreement with West Chatham Warning Devices in the amount of $89,402.49 for the outfitting of

11 Ford Interceptors and one Chevrolet Silverado police vehicles for the Police Department. *Captain Daniel Jett will address.*

9. Consider the purchase of eight mobile, in-car radios from Motorola Solutions Inc., state contract, in the amount of $38,434.96. *Captain Daniel Jett will address.*

10. Consider, on second reading, an ordinance amending Chapter 78, Code of Griffin, by adding Article VII, Street Renaming and Honorary Street Designation. *Staff Attorney, Kelsey Carden, will address.*

REGULAR AGENDA

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

11. Consider amending the Unified Development Code, Article 5, Section 504E and adding Section 504H for the purpose of allowing chicken keeping as an accessory use subject to limitations set forth therein. *Director of Planning and Development, Chad Jacobs, will address.*

12. Consider a Golf Equipment Rental Agreement for rental of golf carts, golf clubs, or other golf equipment by the City of Griffin to customers to be utilized at the Griffin Golf Course. *Public Works Director, Mariza Eller, will address.*

13. Consider the purchase of a 2024 Ford F-550 Crew Cab Truck with Service Body for the Stormwater Department in the amount of $86,769.70 from Fayetteville Ford and amend the budget accordingly. *Director of Stormwater, Ariel Blanton, will address.*

14. Consider a TOF with Paragon Consulting Group for an update of the Potato Creek Sewer Model in the amoun of $40,465.00 and amend the budget accordingly. *Director of Water and Wastewater, Brandon Lewis, will address.*

15. Consider a claim on behalf of Lola Flournoy, based upon purported Ante Litem Notice from John Foy & Associates, dated September 1, 2023. *City Attorney Drew Whalen will address.*

16. Consider a real estate sales contract with the Griffin Housing Authority for the acquisition of property located at 512 N. 6th Street. *Planning & Development Director, Chad Jacobs, 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:

Presentation of the Meritorious Operator Award to Mike Melton by Dan Carter, Georgia Section of American Wate Works Association. *Director of Water and Wastewater, Brandon Lewis, will address.*

SPECIAL CONSIDERATIONS OR CONCERNS:

This AWWA award recognizes special performance in one or more of the following: 1) continuous compliance with public health standards in finished water; 2) consistent and outstanding contribution to plant maintenance thereby prolonging the useful lives of equipment; 3) development of new and/or modified equipment or significant process modifications to provide for a more efficient or effective treatment, 4) special efforts in the training of treatment plant operators; 5) special acts not directly related to water treatment but which demonstrate dedication to the public beyond the normal operating responsibilities; and 6) consistent and outstanding contribution to operation and/or maintenance of distribution lines, pump stations and reservoirs.

STAFF RECOMMENDATION:

N/A

FINANCIAL IMPACT:

N/A

Submitted By:
Brandon Lewis

Meeting Date:
26/09/2023

Reviewed By:
Jessica O'Connor

ATTACHMENTS:
Meritorious Operator Award-Mike Melton.pdf

Georgia Section
American Water Works Association

Operator's Meritorious Service Award

Presented to

Michael Melton

of the

City of Griffin

For consistent and outstanding service in providing a quality water supply to the public

2023

AGENDA ITEM SUMMARY

ITEM SUMMARY:

Presentation of proclamation declaring September 15, 2023 to October 15, 2023 to be Latino Hispanic Heritage Month in the City of Griffin. *Members of the City of Griffin's Employee Diversity and Inclusion Team will accept the proclamation.*

SPECIAL CONSIDERATIONS OR CONCERNS:

The City wishes to recognize the valuable contributions of residents of Latino and Hispanic descent to all aspects of American life including leadership in public service, business, the arts, education and civil rights.

STAFF RECOMMENDATION:

N/A

FINANCIAL IMPACT:

N/A

Submitted By:
Susan Bartholomew

Meeting Date:
26/09/2023

Reviewed By:
Jessica O'Connor

ATTACHMENTS:
Latino Hispanic Heritage Month 2023.pdf

Proclamation

Latino and Hispanic Heritage Month 2023

WHEREAS, the nation celebrates Latino and Hispanic Heritage Month from September 15, 2023 to October 15, 2023; and

WHEREAS, this month-long celebration recognizes the valuable contributions made by residents of Latino and Hispanic descent to all aspects of American life, including leadership in public service, business, the arts, education and civil rights; and

WHEREAS, Latino and Hispanic Heritage Month provides a special opportunity for teachers and schools, as well as public and private organizations, to focus on the many Latino and Hispanic Americans whose lives have shaped our common history and heritage; and

WHEREAS, this Proclamation will highlight the importance of celebrating our City's multiculturalism and working together to achieve our goals;

NOW, THEREFORE BE IT RESOLVED,

that the Board of Commissioners of the City of Griffin does hereby proclaim

September 15, 2023 through October 15, 2023

Latino and Hispanic Heritage Month

in the City of Griffin and urges all citizens to recognize the role that our Latino and Hispanic community has played in enhancing and contributing to the rich diversity of our City.

IN WITNESS

WHEREOF, I have hereunto set my hand and caused the Seal of the City of Griffin to be affixed on this 26th day of September in the year of our Lord two thousand and twenty-three.

_____

Douglas S. Hollberg, Mayor

_____

Jessica W. O'Connor, City Manager

AGENDA ITEM SUMMARY

ITEM SUMMARY:

Receive comments regarding a proposed text amendment to the Unified Development Code, Article 5, amending Section 504E and adding Section 504H for the purpose of allowing chicken keeping as an accessory use subject to limitations set forth therein. *Director of Planning and Development, Chad Jacobs, will address.*

SPECIAL CONSIDERATIONS OR CONCERNS:

The proposed text amendment would add chicken keeping, for purposes of companionship and egg production, to the list of permitted accessory uses and structures in Section 504E subject to conditions.

The amendment would add Section 504H to the UDC, providing for the conditions for chicken keeping in residential zoning districts as follows:

a. Must be on a parcel no less than 0.25 acres in size;
b. No more than 3 chickens allowed on a parcel;
c. No roosters shall be allowed;
d. Chickens must be kept in a fenced area behind the primary structure;
e. Chicken coops may be no more than six feet in height;
f. All coops and surrounding areas must be maintained and kept clean so as not to become a nuisance. Coops and feed are to be secured at all times to prevent any potential nuisance, including mice, pests, and other rodents; and
g. Chickens shall only be kept as pets and/or for egg production. Chickens shall not be kept for slaughter.

Under the amended code, failure to abide by these conditions may result in a citation carrying a fine of up to $1,000.00 and/or an order for the removal of the chickens from the property due to non-compliance. Repeated violations may be subject to an *in rem* nuisance action.

STAFF RECOMMENDATION:

Staff recommends APPROVAL of the proposed text amendment.

At its meeting on Monday, September 18, 2023, the Planning and Zoning Board recommended CONDITIONAL APPROVAL (5-0). Following presentation by a citizen during the public hearing, the Planning and Zoning Board recommended that the following conditions be added to Section 504H prior to adoption:

a. Require that chickens be kept in a "proper enclosure" within the fenced area behind the primary residence;
b. Require that coops and runs be fully enclosed on all sides and the tops using tightly woven wire to deter potential nuisance;
c. Require minimum setbacks of 5 feet from all property lines;
d. Assign a maximum square footage for coops and runs; and
e. Prohibit free range chickens at any time

FINANCIAL IMPACT:

There are no fees associated with this amendment. However, if adopted, violations of the Code would bear a fine of up to $1,000.00 per violation.

Submitted By:
Kelsey Carden

Meeting Date:
26/09/2023

Reviewed By:
Jessica O'Connor

ATTACHMENTS:
ORD - Chicken Keeping Amendment to UDC Article 5.pdf
REDLINE - Chicken Keeping 504E and 504H.pdf

No. 23 –

AN ORDINANCE

AN ORDINANCE, AMENDING THE TEXT OF THE UNIFIED DEVELOPMENT CODE OF THE CITY OF GRIFFIN, GEORGIA BY AMENDING ARTICLE 5, USE PROVISIONS: PERMITTED, SPECIAL, ACCESSORY AND NONCONFORMING, SECTION 504, ACCESSORY USES AND STRUCTURES, SECTION 504E TO PROVIDE FOR CHICKEN KEEPING AS AN ACCESSORY USE SUBJECT TO REGULATIONS IN SECTION 504H; ADDING SECTION 504H TO PROVIDE FOR REGULATIONS RELATED TO CHICKEN KEEPING FOR COMPANIONSHIP AND EGG PRODUCTION IN RESIDENTIAL ZONING DISTRICTS; TO PROVIDE AN EFFECTIVE DATE; TO PROVIDE FOR SERVERABILITY; TO RESTATE AND REAFFIRM THE UNIFIED DEVELOPMENT CODE OF GRIFFIN, GEORGIA, AS MODIFIED HEREBY; TO REPEAL ALL CODE PROVISIONS, ORDINANCES OR PARTS THEREOF IN CONFLICT HEREWITH; AND FOR OTHER PURPOSES.

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

Section 1. The Unified Development Code of the City of Griffin, Georgia, Article 5, USE PROVISIONS: PERMITTED, SPECIAL, ACCESSORY AND NONCONFORMING, Section 504, ACCESSORY USES AND STRUCTURES; TEMPORARY USES, Section 504E is hereby amended to read as follows:

"**504 E.**

Permitted accessory uses and structures include the following:

1. Private garage;
2. Storage structure for equipment and supplies in maintaining the principal dwelling and grounds;
3. Private swimming pool, which shall be enclosed by a fence a minimum height of four feet;
4. Decks, patios, gazebos, grills or similar facilities;
5. Private tennis court, basketball court, volleyball court or similar outdoor sport facility, provided that lights are not used which would in any way be a nuisance to neighbors or the community;
6. Non-commercial garden, greenhouse, cold frame or similar structure;
7. Private boat docks and boat houses on lots adjoining a water body to which the residents of the development have legal right access;

8. Pump and well houses for on-site irrigation, with the exception of MDR, HDR-A, HDR-B and PRD zoning districts for which they are prohibited.

9. Ground-based satellite dish antennas shall be placed in a side or rear yard only and shall be a minimum of five feet from all property lines.

10. Chicken keeping for purposes of companionship and egg production, pursuant to the regulations and limitations set forth in Section 504H."

Section 2. The Unified Development Code of the City of Griffin, Georgia, is hereby amended at Article 5, USE PROVISIONS: PERMITTED, SPECIAL, ACCESSORY AND NONCONFORMING, Section 504, ACCESSORY USES AND STRUCTURES; TEMPORARY USES, by adding Section 504H which shall provide as follows:

"**504H**

The raising and keeping of chickens for purposes of companionship and/or egg production shall be permitted as an accessory use in all residential zoning districts provided compliance with the following:

(a) Must be on a parcel no less than 0.25 of an acre in size;

(b) No more than three (3) chickens shall be allowed on a parcel;

(c) No roosters shall be allowed;

(d) Chickens must be kept in a fenced area behind the primary structure;

(e) Chicken coops may be no more than six (6) feet in height;

(f) All coops and surrounding areas must be properly maintained and kept clean so as not to become a nuisance. Coops and feed are to be secured at all times to prevent any potential nuisance, including mice, pests, or other rodents.

(g) Chickens shall only be kept as pets and/or for egg production. Chickens shall not be kept for slaughter.

Failure to comply with any requirement of this section will constitute a violation of code and may result in a citation. The City of Griffin Municipal Court may impose a fine up to $1,000 and/or order the removal of the chickens from the property due to non-compliance. Repeated violations or violations which constitute a nuisance may be the subject of an in-rem action pursuant to Code of Griffin, Chapter 22, Article IV."

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

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

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

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

Planning & Zoning Reading: September 18, 2023
Public Hearing & Board of Commissioners Reading: September 26, 2023

504 E.

Permitted accessory uses and structures include the following:

1. Private garage;
2. Storage structure for equipment and supplies in maintaining the principal dwelling and grounds;
3. Private swimming pool, which shall be enclosed by a fence a minimum height of four feet;
4. Decks, patios, gazebos, grills or similar facilities;
5. Private tennis court, basketball court, volleyball court or similar outdoor sport facility, provided that lights are not used which would in any way be a nuisance to neighbors or the community;
6. Non-commercial garden, greenhouse, cold frame or similar structure;
7. Private boat docks and boat houses on lots adjoining a water body to which the residents of the development have legal right access;
8. Pump and well houses for on-site irrigation, with the exception of MDR, HDR-A, HDR-B and PRD zoning districts for which they are prohibited.
9. Ground-based satellite dish antennas shall be placed in a side or rear yard only and shall be a minimum of five feet from all property lines.
10. Chicken keeping for purposes of companionship and egg production pursuant to the regulations and limitations set forth in Section 504H.

504 H.

The raising and keeping of chickens for purposes of companionship and/or egg production shall be permitted as an accessory use in all residential zoning districts provided compliance with the following:

(a) Must be on a parcel no less than 0.25 of an acre in size;

(b) No more than three (3) chickens shall be allowed on a parcel;

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(d) Chickens must be kept in a fenced area behind the primary structure;

(e) Chicken coops may be no more than six (6) feet in height;

(f) All coops and surrounding areas must be properly maintained and kept clean so as not to become a nuisance. Coops and feed are to be secured at all times to prevent any potential nuisance, including mice, pests, or other rodents.

(g) Chickens shall only be kept as pets and/or for egg production. Chickens shall not be kept for slaughter.

Failure to comply with any requirement of this section will constitute a violation of code and may result in a citation. The City of Griffin Municipal Court may impose a fine up to $1,000 and/or order the removal of the chickens from the property due to non-compliance. Repeated violations or violations which constitute a nuisance may be the subject of an in-rem action pursuant to Code of Griffin, Chapter 22, Article IV.

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AGENDA ITEM SUMMARY

ITEM SUMMARY:

Consider the minutes of the City of Griffin Board of Commissioners' Called Meeting on September 12, 2023.

SPECIAL CONSIDERATIONS OR CONCERNS:

All Commissioners were present.

STAFF RECOMMENDATION:

N/A

FINANCIAL IMPACT:

N/A

Submitted By:
Susan Bartholomew

Meeting Date:
26/09/2023

Reviewed By:
Jessica O'Connor

ATTACHMENTS:
09-12-23 Minutes.pdf

CITY OF GRIFFIN BOARD OF COMMISSIONERS
REGULAR SCHEDULED MEETING
ONE GRIFFIN CENTER, W. ELMER GEORGE MUNICIPAL HALL
TUESDAY, SEPTEMBER 12, 2023

Mayor Doug Hollberg presided, convening the meeting at 6 p.m. Commissioners attending included Cynthia Ward, Holly Murray, David Brock, Truman Tinsley and Rodney McCord. Also present were City Manager, Jessica O'Connor, City Attorney, Drew Whalen, Staff Attorney, Kelsey Carden, and Susan Bartholomew to record minutes.

Commissioner Flowers arrived at 6:04 p.m.

Call to order by Mayor Hollberg

Pledge of Allegiance ..... Commissioner Murray
Invocation ..... Commissioner Tinsley

Approval of Agenda

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

PRESENTATIONS AND DELEGATIONS

1. Recognize Amanda Carmichael, Controller, as the August 2023 Strongest Link in the Chain award recipient. *Finance Director, Deborah Manning-Gilbert, will address.*

   Ms. Manning-Gilbert addressed the Commissioners and introduced the Strongest Link for August, Amanda Carmichael. Ms. Manning-Gilbert explained that Ms. Carmichael is the go to person for everything finance, past, present and future. She reminded the Commissioners that the Finance department was without a director for about a year, and the department was short two employees. Ms. Carmichael worked to keep everything in order during that time. She was also the main contact between FEMA, GEMA and our consultants and played a pivotal role in the City's ability to receive reimbursement from the expenses caused by the January tornado event. All this is a testament to Ms. Carmichael's hard work and dedication to the City.

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

   Ms. Manning-Gilbert addressed the Commissioners to review the July 2023 financials, noting the City is 8.3% into the Fiscal Year 2024. Total Revenue is $11.2 million which is 8.3% of projections, and expenses are $7.1 million which is 5% of projections. LOST collections for the month total $473,019 which is 8.9% of projections. TSPLOST collections for the month total $388,417 which is 10% of projections.

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.

Tina Marie Marsden, 226 Kentucky Avenue, Griffin, addressed the Commissioners in regard to her complaint about life support customers. At a meeting in August, Ms. Marsden played a recording of the City's automated system identifying Ms. Marsden as a life support customer, and she asked why the Commissioners, the City Manager and Griffin Utilities were unaware of the City's life support customer distinction. She was not contacted by any member of the Board, the City or Griffin Utilities, and information on life support status on the automated system was deleted. Ms. Marsden stated her opinion that the City implemented the life support distinction following the January tornado event and asked if the City or Griffin Utilities received any funding from GEMA, FEMA or any agency for life support customers. She continued, asking if funding was received, how were those customers identified and lastly, she asked the totality of the funding received for life support customers.

CITY OF GRIFFIN BOARD OF COMMISSIONERS
REGULAR SCHEDULED MEETING
ONE GRIFFIN CENTER, W. ELMER GEORGE MUNICIPAL HALL
TUESDAY, SEPTEMBER 12, 2023

CONSENT AGENDA

3. Consider the minutes of the City of Griffin Board of Commissioners' Called Meeting with the Spalding County Water and Sewerage Facilities Authority on August 29, 2023.

4. Consider the minutes of the City of Griffin Board of Commissioners' Called Meeting on August 29, 2023.

5. Consider the purchase of twenty-five 25KV pole mount transformers in the amount of $27,100.00 through ECG's Joint Purchasing Contract, declaring Stuart C. Irby Co. low bidder. *Electric Director, Jennifer Freeman, will address.*

6. Consider the purchase of one 2023 Ford Escape ST for Griffin Power, from Fayetteville Ford, lowest quote, in the amount of $34,670.00. Also, consider a transfer of unit #713, a 2014 Ford Escape, to Customer Service and the retirement of unit #758, a 2009 Ford Escape. *Electric Director Jennifer Freeman will address.*

7. Consider the Home Energy Supplier Agreement with the Department of Family and Children Services (DFCS) for the Low Income Home Energy Assistance Program. *Electric Director, Jennifer Freeman will address.*

8. Consider a contract with Hach, Sole Source, for the preventative maintenance and extended warranty of laboratory and process monitoring instruments in the amount of $9,250.00 for the Harry Simmons Water Treatment Plant. *Director of Water and Wastewater, Brandon Lewis, will address.*

9. Consider a Purchase Order for valve, guide rail, and pump repairs to the Rehoboth Road Lift Station from Goforth Williamson, Single Source, in the amount of $25,630.00. *Water and Wastewater Director, Brandon Lewis, will address.*

10. Consider declaring as surplus Unit 1803, a 2002 JCB backhoe, and Unit 7, an Onan Generator. *Water and Wastewater Director, Brandon Lewis, will address.*

11. Consider a Task Order Form to the Master Services Agreement with Paragon Consulting Group, Inc. for Shoal Creek C&D Landfill Aerial Lidar Mapping in the amount of $12,365.00. *Director of Solid Waste, Todd Ennis, will address.*

12. Consider purchase of a Hydroseeder from Dobbs Equipment, under Sourcewell state contract, in the amount of $110,000.00. *Public Works Director, Mariza Eller, will address.*

13. Consider the purchase of hardware and software maintenance from Dell, state contract, for Griffin's private cloud VxRails system in the amount of $33,355.66. *Chief Technology Officer Gibb Cotton will address.*

14. Consider purchase of twenty 3.84TB Solid State Hard Drives and associated software licensing to increase the storage capacity of Griffin's VxRails private cloud server system and consider purchase of a PowerProtect DataDomain and licensing for 60TB of storage from SHI, Georgia State Contract, in the amount of $138,330.44 *Chief Technology Officer Gibb Cotton will address.*

15. Consider, on second 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 Resolution amending the City of Griffin Policy for Honorary Naming of City Facilities and Erection of Plaque, Monuments, and Markers. *Staff Attorney, Kelsey Carden, will address.*

Motion/second to approve the Consent Agenda by Commissioners Ward/Brock carried 7-0.

CITY OF GRIFFIN BOARD OF COMMISSIONERS
REGULAR SCHEDULED MEETING
ONE GRIFFIN CENTER, W. ELMER GEORGE MUNICIPAL HALL
TUESDAY, SEPTEMBER 12, 2023

REGULAR AGENDA

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

17. Consider the minutes of the City of Griffin Board of Commissioners' Workshop Meeting on August 22, 2023.

    Motion/second to approve the minutes of the City of Griffin Board of Commissioners' Workshop Meeting on August 22, 2023 by Commissioners Tinsley/McCord carried 4-0-3. Commissioners Flowers, Murray and Ward abstained as none attended the meeting.

18. Consider the minutes of the City of Griffin Board of Commissioners' Regular Meeting on August 22, 2023.

    Motion/second to approve the minutes of the City of Griffin Board of Commissioners' Regular Meeting on August 22, 2023 by Commissioners Ward/Tinsley carried 5-0-2. Commissioner Flowers abstained as she attended via Zoom, but did not vote. Commissioner Murray abstained as she was absent.

19. Consider a resolution to amend the City of Griffin Investment Policy, last amended April 2021. *Finance Director, Deborah Manning-Gilbert, will address.*

    Motion/second to approve a resolution amending the City of Griffin Investment Policy, last amended April 2021 by Commissioners Ward/Murray carried 7-0.

20. Consider a Statement of Work from KCI Technologies for assistance with an application for a planned wasteload allocation to EPD for the Shoal Creek Wastewater Treatment Plant and for assistance with a GEFA loan application in the amount of $23,800.00, and amend the budget accordingly. *Director of Water and Wastewater, Brandon Lewis, will address.*\

    Motion/second to approve a Statement of Work from KCI Technologies for assistance with an application for a planned wasteload allocation to EPD for the Shoal Creek Wastewater Treatment Plant and for assistance with a GEFA loan application in the amount of $23,800.00, and amend the budget accordingly by Commissioners Ward/McCord carried 7-0.

21. Consider the rental of a CAT D-4 Dozer from Yancey Bros Inc., Sourcewell contract, in the amount of $9,157.00 per four-week period plus a one-time environmental fee of $1,281.98 for a total of $65,380.98, and amend the budget accordingly. *Director of Solid Waste Todd Ennis will address.*

    Motion/second to approve the rental of a CAT D-4 Dozer from Yancey Bros Inc., Sourcewell contract, in the amount of $9,157.00 per four-week period plus a one-time environmental fee of $1,281.98 for a total of $65,380.98, and amend the budget accordingly by Commissioners Ward/Murray carried 7-0.

22. Consider a resolution authorizing the Mayor and City Manager to execute a letter to Goodwyn, Mills & Cawood LLC increasing the not-to-exceed compensation limit for debris monitoring services related to the January 2023 Tornado Event from $500,000.00 to $650,000.00. *Staff Attorney, Kelsey Carden, will address.*

    Motion/second to approve a resolution authorizing the Mayor and City Manager to execute a letter to Goodwyn, Mills & Cawood LLC increasing the not-to-exceed compensation limit for debris monitoring services related to the January 2023 Tornado Event from $500,000.00 to $650,000.00 by Commissioners Ward/Murray carried 7-0.

23. Consider, on first reading, an ordinance amending Chapter 78, Code of Griffin, by adding Article VII, Street Renaming and Honorary Street Designation. *Staff Attorney, Kelsey Carden, will address.*

Commissioner Flowers stated that she is not in favor of street renaming. No one person is more important than another.

Motion/second to approve, on first reading, an ordinance amending Chapter 78, Code of Griffin, by adding Article VII, Street Renaming and Honorary Street Designation by Commissioners Ward/Murray carried 6-1. Commissioner Flowers voted against approval.

24. Consider a resolution adopting the 2023 calendar year Property Tax Millage Rate of 6.254 Mills, a rollback rate of 0.829. *City Manager Jessica O'Connor will address.*

    Ms. O'Connor addressed the Commissioners stating that she is recommending the adoption of the roll back rate of 6.254 mills. She briefly discussed the millage rate for the last 10 years, noting the rate has been 7.083 for the last four years. She stated that the 2022 and 2023 digest increased close to $191 million in total. The City's budgeted tax revenue is $4.56 million, and at the current millage rate of 7.083 and 90% collections, the projected collection is $5.38 million. At the roll back rate of 6.254, and 90% collections, the projected collection is $4.74 million which is $179,000 above the City's budgeted revenue.

    Motion/second to approve a resolution adopting the 2023 calendar year Property Tax Millage Rate of 6.254 Mills, a roll-back rate of 0.829 by Commissioners Murray/Tinsley carried 7-0.

CITY MANAGER'S REPORT

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

1. The first CGA class of 2023 was last Thursday. Ms. O'Connor invited the Commissioners to come to introduce themselves to the participants this Thursday evening. It is Planning & Development's night, and it will be in the Courtroom. The class makeup is about half employees and half citizens.
2. The City has been participating in GMA's municipal workforce campaign to help in the recruitment and retention of employees.
3. Today the City received $1.025 million in GEMA reimbursements.
4. The GMA District 4 Fall Listening Session will be in Newnan on October 5 from 11-1. Please contact Ms. O'Connor or Ms. Bartholomew so that lunch reservations can be made.
5. Ms. O'Connor will be attending the GMEBS Board meeting next week and will be out of office, but will be working.

CITY ATTORNEY COMMENTS

No comment.

COMMISSIONER COMMENTS

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

Ward: No comment.

Flowers: No comment.

Murray: Commissioner Murray congratulated Amanda Carmichael on her Strongest Link award.

Brock: No comment.

Tinsley: No comment.

McCord: No comment.

Hollberg: The Commissioners are invited to Kiwanis for lunch on September. 20. The Kiwanis Fair begins on September 22. Mayor congratulated Lt. Walden on the success of the Police Department's golf tournament this weekend.

ADJOURN

Motion/second at 6:19 p.m. to adjourn the meeting by Commissioners Tinsley/McCord carried 7-0.

_____ _____

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

AGENDA ITEM SUMMARY

ITEM SUMMARY:

Consider services for the repair of the boiler chimney at the Harry Simmons WTP from Chimney Solutions, lowest quote, in the amount of $29,464.00. *Director of Water and Wastewater, Brandon Lewis, will address.*

SPECIAL CONSIDERATIONS OR CONCERNS:

Upon inspections due to a boiler failure, it was discovered that the chimney at the Harry Simmons WTP is in need of repair. The boiler repair company recommended that we address this repair in order to ensure the safe operation of the boiler.

STAFF RECOMMENDATION:

Staff recommends approval.

FINANCIAL IMPACT:

FY24 budgeted funds in 505-4431-52-2200 (Repair and Maintenance Services) in the amount of $443,490.00. The cost of this repair is $29,646.00.

Submitted By:
Brandon Lewis

Meeting Date:
26/09/2023

Reviewed By:
Jessica O'Connor

ATTACHMENTS:
Chimney Solutions Quote.pdf
AAA Fireplace Services Quote No RESPONSE.pdf
Waveko Quote.pdf
Chimney Solutions PO.pdf

Chimney Solutions

1155 McFarland 400 Dr.

Alpharetta GA 30004
Phone: 770.255.1300
Fax: 770.753.3990
info@chimneysolutions.com
www.chimneysolutions.com

Proposal

Service Information

Martha Brolet
229 N Expressway

Griffin GA 30223-2014

Contact: Martha Drolet
Phone: (770) 233-2974 Fax:
Alt Contact: Alt Phone:
E-Mail: mdrolet@cityofgriffin.com

Job Name ☐ Call Ahead ☐ Confirmed
CL092123-Simmons Water Plant - 46623

Job Type	PO #
Reline - Metal liner	

Billing Information

Martha Drolet
229 N Expressway

Griffin GA 30223-2014

Marketing Campaign
Google (ID 41)

Sales Rep	Terms	Type	Class
AE	Due on receipt		Atlanta South

Route	Scheduled	Start	End
		07:30 AM	10:00 AM

Item	Quantity	Rate	Amount
Reline - SS 11" 35' - - Installation of 20" Stainless Steel Liner **Stainless Steel Liner Includes a Lifetime Warranty With Annual Sweep By Chimney Solutions**	1	$0.0000	$29,464.00

Job Subtotal:	$29,464.00
Spalding County	$0.00
Payment Total:	$0.00
Total:	**$29,464.00**

NOTE: Chimney Solutions cannot guarantee or warrant against leak issues unless we install a (thru-wall) flashing system. We also cannot guarantee or warrant against draft related and/or smoke issues, or eliminate odors due to multiple unforeseen or hidden variables, involving (indoor/outdoor) pressure differences. Any painting to be performed must be complete at the time of installation, with paint provided by the homeowner to insure an accurate match. Any alteration or deviation of above specifications and materials involving extra costs will be executed only upon written orders (change order) and will become an extra charge over and above the original proposed price. Agreement contingent upon weather conditions, accidents and delays beyond our control. Owner to carry fire, tornado, and other necessary insurance upon above work. Workman's Compensation and General Liability Insurance to be taken out by Chimney Solutions. All material is guaranteed to manufacturer specification except for customer supplied material. All warranties are forfeited with customer supplied materials. All workmanship comes with a 1-year warranty. In order to move forward with repairs, a 50% deposit will be required.

CHRISTIAN LITTLES - CHRISTIAN LITTLES - 9/21/2023 10:16:47 AM

In the event of default, herein, customer shall be responsible for all of seller's expenses incurred in connection with the enforcement of this agreement, including attorney fees and court costs, as well as other collection expenses. Invoices over 30 days will accrue interest at 1.5% a month. Per GA code Title 13 O.C.G.A 13-6-15, our bad check charge is 30.00 or 5% of the face of the check, whichever is greater, plus the amount of bank fees. This proposal may be withdrawn by Chimney Solutions if not accepted within 30 days of this proposal. In order to move forward with repairs, a 50% deposit will be required.

I spoke with Alex with AAA Fireplace Services, LLC. on several occations and was told he would send a quote for repair. After two weeks he has been unresponsive.

Waveko

600 N Walkers Mill Rd
Griffin, GA 30223 US
drewsmsmith@aol.com

Estimate

ADDRESS
Jimmy Hardy
City of griffin

ESTIMATE 1326
DATE 08/31/2023

DATE	ACTIVITY	DESCRIPTION	QTY	RATE	AMOUNT
	Chimney		1	32,350.00	32,350.00

TOTAL **$32,350.00**

Accepted By

Accepted Date

Griffin
Growing TOGETHER

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

SH. 9/7/23

DATE: 7/26/23

FY24 Purchase Order No. 24.0094

Bid/Quote No.

Vendor No.

Vendor Name & Address

Chimney Solutions
Christian Littles
1155 McFarland 400 Dr.
Alpharetta, GA 30004
info@chimneysolutions.com
Ph: 770-255-1300 Fax:

Per Georgia State Code 48.8, the City of Griffin is tax exempt from sales and use tax.

Deliver to:

City of Griffin
Water/Wastewater - Simmons WTP
229 North Expressway
Griffin, GA 30223

ATTN: Martha Drolet
Phone: 770-233-2974 Fax: 770-233-2975

Freight is FOB Destination Deliveries are accepted between the hours of 8:00 a.m. and 4 p.m.

Submit APPROVED packing slips to Accounts Payable. Highlight PO# & account distribution. Note any changes or additional accounts.

*Terms: Net 30 unless otherwise specified on PO

- - ANY CHANGE ORDERS TO ANY PO OR WORK ORDERS MUST BE AUTHORIZED IN WRITING AND APPROVED. ALL INVOICES SUBMITTED FOR PAYMENT MUST REFERENCE A VALID PURCHASE ORDER NUMBER. - -

- VENDORS MUST HAVE A CURRENT REGISTRATION ON FILE PRIOR TO PO PROCESSING - **On File? Y/N** Y

Description	Account Number	Quantity	UOM	Unit Price	Extended Totals
Reline-SS 11" 35'	505 4431 52 2200	1	ea	29,464.00	29,464.00
Installation of 20" Stainless Steel Liner					
Incudes Lifetime Warranty with Annual Sweep					
by Chimney Solutions			ea		
			ea		
	- - - -				
	- - - -				
	- - - -				
	- - - -				
	- - - -				
CAPITAL PROJECT #:	- - - -	enter debit/credit amounts in			
(DISTRIBUTION & $$)	- - - -	the extended totals column			

COMMENTS:

Totals: $ 29,464.00

FY24 Purchase Order

COG USE ONLY

PRICING METHOD: Water/Wastewater Martha Drolet 7/26/2023

COG USE ONLY ✓ AOC 9/15/23

		Dept / Requestor / Date	Purchasing / Date
	Verbal / Phone		
X	Email/Mail/Fax	9/6/23	Deborah M Gilbert 9.15.23
	Bid / RFP #	Department Mgr / Date	Finance Director / Date
Copy emailed to Supplier			BOARD / Date
	Supplier Notified		

TERMS AND CONDITIONS OF PO / CONTRACT

ARTICLE 1 PURCHASE ORDER AUTHORIZATION

Vendors are required to be registered with the City and to have an authorized City Purchase Order (P.O.) before any items/goods/services are delivered. Any shipments made prior to the receipt of a City P.O. are made at the sole risk of the vendor. Payment may be withheld for any and all items/goods/services delivered without an authorized P.O.

ARTICLE 2 PURCHASE ORDER NUMBER

The Purchaser's purchase order number and the successful seller's name (from the bid or proposal) must appear on all packing slips, packages, invoices, bills of lading, warehouse receipts and correspondence with Purchaser. Materials must be properly packaged and marked with the order number. Damaged material will not be accepted.

ARTICLE 3 ACCEPTANCES

All terms and conditions of the purchase order shall become part of the contract between the Seller and Purchaser; the Seller's different or additional terms will not become part of this contract.

ARTICLE 4 PRICE

Seller warrants that the prices quoted hereunder are the lowest prices these or similar articles are sold by the Seller to other customers and in the event of any price reduction between execution of the purchase order and delivery of the goods, purchaser shall be entitled to such reduction.

ARTICLE 5 DELIVERIES, TITLE AND RISK OF LOSS

Title shall pass to Purchaser on delivery of the conforming goods to Purchaser's designated plant or location. Notwithstanding any agreement to pay freight express or other transportation charges, the risk of loss or damage in transit shall be upon the Seller. Delivery shall not be complete until the goods have been actually received, inspected and accepted by the Purchaser.

ARTICLE 6 PARTS

The Seller agrees to make functional parts available for a period of five years after final production run.

ARTICLE 7 WARRANTIES

The Seller warrants that the goods and services supplied hereunder will be of good workmanship and of proper materials, free from defects and in accordance with specifications. If the Seller knows of the Purchaser's intended use, the Seller warrants that the goods or services are suitable for that intended use.

ARTICLE 8 REMEDIES

Regardless of whether goods are being sold or leased or whether services are being performed, the Seller and Purchaser agree that both parties have all the Uniform Commercial Code rights, duties, and remedies available as well as all remedies allowed by law and the purchase order.

ARTICLE 9 CONFLICTS OF LAWS

The agreement of purchase and the performance of the parties hereunder shall be construed with and governed by the laws of the State of Georgia.

ARTICLE 10 MODIFICATIONS

No modifications in prices, delivery methods or schedule, quality, quantity, specifications or any other term of the contract will be effective unless agreed to in writing, signed by Procurement

ARTICLE 11 PATENT INFRINGEMENT

Seller shall hold purchaser harmless from all judgments and expenses arising out of any alleged patent infringement by our use of the merchandise ordered.

ARTICLE 12 TERMINATIONS FOR CAUSE

Purchaser may terminate this contract for cause in the event of a default by Seller. In such event, Purchaser shall not be liable to Seller for any amounts, and Seller shall be liable for and shall hold Purchaser harmless from any damage occasioned by Seller's breach or default.

ARTICLE 13 TERMINATIONS FOR CONVENIENCE

Purchaser may at any time terminate the order in whole or in part for its convenience upon which written notice to Seller in which event Seller shall be entitled to reasonable termination charges which reflects the percentage of the work performed prior to termination.

ARTICLE 14 ENTIRE AGREEMENTS

The purchase order and any documents referred to on the face thereof constitute the entire agreement between the parties and can only be modified in writing and signed by both parties. No part of this order may be assigned or subcontracted without the written approval of the Purchaser. Any moneys due Purchaser from Seller can be set off from any moneys due Seller from Purchaser whether or not under this contract. Purchaser's failure to insist on any right shall not operate as a waiver of any other right. Time is of the essence of this contract.

ARTICLE 15 WORKS ON PREMISES

If the order includes work to be performed on Purchaser's premises, Seller agrees to indemnify the Purchaser from all loss or damage arising out of such work, to observe the highest safety standard, to maintain adequate insurance and to furnish evidence of such insurance at Purchaser's request.

ARTICLE 16 QUALITY GUARANTEE

If any product delivered does not meet applicable specifications, or if the product shall not produce the effect that the supplier represents to the City, the supplier shall pick up the product from the City at no expense to the City. Also, the supplier shall refund to The City of Griffin any money which has been paid for the same. The supplier shall be responsible for attorney fees in the event the supplier defaults and court action is required.

ARTICLE 17 QUALITY TERMS

The City reserves the right to reject any and/or all materials if, in its judgment, the items reflect unsatisfactory workmanship, manufacturing or shipping damage.

AGENDA ITEM SUMMARY

ITEM SUMMARY:

Consider a contract with VHB, Inc., current vendor, in the amount of $8,975.00 for biological monitoring in the Potato Creek watershed. *Director of Stormwater, Ariel Blanton, will address.*

SPECIAL CONSIDERATIONS OR CONCERNS:

VHB, Inc. (formerly CCR, Inc.) has conducted routine, annual biological stream sampling for the City in support of the City's NPDES stormwater permit for approximately 15 years. Recent ownership changes now require contracts for all customers. VHB conducts similar sampling for W/WW Department and, when possible, combines sampling events to reduce costs, environmental impacts, and simplify reporting.

STAFF RECOMMENDATION:

Staff recommends approval.

FINANCIAL IMPACT:

The amount of the contract is $8,975 and will be paid in percentages as portions of the project are completed. Item i budgeted in proposed FY24 budget in Environmental Monitoring Professional Services 560-4730-52-1200

Submitted By:
Ariel Blanton

Meeting Date:
26/09/2023

Reviewed By:
Jessica O'Connor

ATTACHMENTS:
VHB_Justification_2023.XLSX
VHB-Griffin - Bio Monitoring Assessment K.pdf

Justification -- Recommendation to Purchase

Type of Purchase (Bid# / Quote# / PO): Contract. Project #81604.23/U156975

Date (Bid Open or Date Submitted): 7/6/2023

Title or Description: Habitat, macroinvertebrate, and fish assessments

Recommended Supplier

Company Name: VHB, Inc.

City, State: Atlanta, GA

Award / PO Amount: $8,975.00

The recommended supplier for this purchase is not the lowest bid/quote submission or the only quote submitted. The justification to consider accepting this supplier is below:

Justification for the Selection of Only Submitted Quote OR Other Than Lowest Responsible Bid:

VHB, Inc (formerly CCR, Inc.) has conducted COG's biological assessments for 15 years. They are familiar with the appropriate EPD protocols, COG's watershed protection plans, and other drivers that govern how, where, and when sampling should be conducted. They also conduct similar sampling for the Water/Waste Water Department and typiclaly conduct the sampings in conjunction to reduce costs, economic impact, and provide seamless reporting between departments.

Vanasse Hangen Brustlin, Inc.
1355 Peachtree St, NE
Suite 100
Atlanta, Georgia 30309

Phone: 404.214.6745
www.vhb.com
Engineers | Scientists | Planners | Designers

Client Authorization

☒ **New Contract** **Date** 7/6/23

☐ **Amendment No.** **Project No.** 81604.23/U156975

Project Name **Biological Long-Term Monitoring**
City of Griffin, GA

To:	**City of Griffin** **Ariel Blanton** **Acct. Dept.** **P.O. Box T** **Griffin, GA 30224** Email: ablanton@cityofgriffin.com	**Cost Estimate**	**Amendment**	**Contract Total**
		Habitat/Macro & Fish Assessments (Lump Sum)		$8,975
As Requested By:	A. Blanton	☒ Fixed Fee ☐ Cost + Fixed Fee	☐ Time & Expenses ☐ Other	

This Agreement is composed of Part I, Part II. Part I includes details of the services to be performed, timing of the services, and compensation. Part II (attached) contains the Terms and Conditions of Agreement, which are proposed general terms of the engagement between City of Griffin, hereinafter called the "Client," and Vanasse Hangen Brustlin, Inc. (VHB).

SCOPE OF SERVICES

Biological Monitoring

Biological monitoring will be performed at three study sites in 2023-2024:

- 3IB: Ison Branch upstream of confluence with Grape Creek;
- 4G: Grape Creek upstream of confluence with Ison Branch;
- P1: Potato Creek at County Line Road.

The macroinvertebrate and habitat assessments will be conducted at three sites under the GEPD's current SOP *Macroinvertebrate Biological Assessment of Wadeable Streams in Georgia* dated March 2007. The fish assessment also will be performed at the sites under the GDNR's Wildlife Resources Division current protocols for fish sampling, *Part I: Standard Operating Procedures for Conducting Biomonitoring on Fish Communities in Wadeable Streams in Georgia* (GDNR, 2020).

Biological sampling for fish will occur from April through October, and macroinvertebrate sampling will occur from October through February, as per the state protocols. Macroinvertebrate sampling and habitat assessments will be performed by a 2-person crew, and fish sampling will be conducted by a 3-person crew. Benthic macroinvertebrates will be collected via dip netting, and fish will be sampled by electrofishing (backpack). Macroinvertebrate samples will be preserved and analyzed in the laboratory, whereas the fish will be primarily processed (enumerated and identified) in the field and returned to the collection area of the stream. Some voucher fish specimens may be preserved and taken to the laboratory for identification.

Prior to biological surveys, water quality will be assessed via *in situ* measurements of the following parameters: air and water temperature, dissolved oxygen (DO), % DO, salinity, pH, turbidity, and specific conductance. During macroinvertebrate monitoring efforts, the following water chemistry parameters will be sampled by VHB: TSS, alkalinity, hardness, ammonia, nitrate-nitrite, TKN, and total phosphorus and orthophosphate. Dissolved metals samples (cadmium, copper, lead, and zinc) will be collected using "Clean metals" sampling techniques during the macroinvertebrate monitoring, and the required filtering will be done at and by the laboratory.

A report (electronic copy) describing the sampling methodology and results will be prepared, including a discussion of any impairment/impacted areas, and provided to the City in early 2024. In order to assess long-term trends in the fish communities at the study sites, the previous IBI data must be re-calculated using the current (2020) GDNR scoring criteria and compared over time.

ASSUMPTIONS

It is understood that VHB will perform services under the sole direction of the Client. In the performance of these services, VHB will communicate its efforts with those of other project team members.

- Biological monitoring will be performed at three study sites in 2023-2024
- Biological sampling for fish will occur from April through October
- Macroinvertebrate sampling will occur from October through February
- Macroinvertebrate sampling and habitat assessments will be conducted at all three sites and performed by a 2-person crew
- Fish sampling will be conducted by a 3-person crew
- No access problems to sites

SERVICES NOT INCLUDED

The following services have not been included in this Agreement at this time:

- No meetings

Should work be required in these areas, or areas not previously described, VHB will prepare a proposal or amendment, at the Client's request, that contains the Scope of Services, fee, and schedule required to complete the additional work items.

CLIENT FURNISHED INFORMATION

VHB will rely upon the accuracy and completeness of Client-furnished information in connection with the performance of services under this Agreement.

SCHEDULE

VHB will begin performance of the above services on the date written authorization to proceed is received. The schedule is also subject to timely delivery of information promised by the Client and is exclusive of Client and local review of interim products.

COMPENSATION

VHB will perform the Scope of Services contained in this Agreement on a lump sum basis. VHB will bill on a percent complete every four weeks.

Task	Lump Sum Fee
Biological Monitoring	$8,975
TOTAL	**$8,975**

Prepared By: ge/cwc **Department Approval:** fponce

Please execute this Client Authorization for VHB to proceed with the above scope of services at the stated estimated costs. No services will be provided until it is signed and returned to VHB.

☒ Subject to attached terms & conditions.

☐ Subject to terms & conditions in our original agreement dated

Vanasse Hangen Brustlin, Inc. Authorization

By FAP

Fabricio Ponce

Title Managing Director, Atlanta

Date 08/22/2023

Client Authorization *(Please sign original and return)*

By

Title

Date

Attest:

Jessica W. O'Connor, Secretary

Approved as to Form:

Andrew J. Whalen, III

Andrew J. Whalen, III, City Attorney

GEORGIA ONLY

STANDARD TERMS AND CONDITIONS. The engagement of VHB by Client is under the following terms and conditions. These terms and conditions are an integral part of the collective Agreement between Client and VHB.

SCOPE OF SERVICES. VHB shall perform the services set forth in the attached Scope of Services. Requests for additional services and any associated fee adjustment must be authorized in writing before additional services can begin.

PERFORMANCE STANDARDS. VHB's services require decisions that are not based upon science, but rather upon judgmental considerations. In the performance or furnishing of professional services hereunder, VHB, and those it is responsible for, shall exercise the degree of skill and care ordinarily exercised by similarly practicing professionals performing similar services under similar conditions in the same locality ("Standard of Care"). VHB shall be entitled to rely on the accuracy and completeness of data, reports, surveys, requirements, and other information provided by Client.

SCHEDULE. VHB shall perform its services as set forth in the Scope of Services as expeditiously as consistent with the Standard of Care and the orderly progress of the Work. VHB shall not be responsible for failure to perform or for delays in the services arising out of factors beyond the reasonable control or without the fault or negligence of VHB.

PAYMENT. The fee estimate for the proposed Scope of Services is valid for 60 days from the date of Proposal. All schedules set forth in the attached Scope of Services commence upon receipt of a signed Agreement and, if requested, a retainer. Retainers will be applied to the last invoice. A RETAINER OF $[ ] IS REQUIRED BEFORE SERVICES WILL COMMENCE.

Invoices will be rendered monthly and are due upon receipt. Any invoice unpaid more than 30 days after date of invoice will bear interest at 1-1/2 percent per month.

If Client fails to pay any invoice within 45 days of the date of invoice, VHB may, without waiving any other claim or right against Client or incurring any liability for delay, suspend the services until VHB has been paid in full. Sealed plans, final documents, reports, and attendance at meetings/hearings will not be provided unless payment for services is current.

If VHB is performing services for Client under multiple projects, payments must be current on all projects for services hereunder to continue. Client acknowledges VHB's right to suspend services and withhold plans and documents, as provided above, if any payments are overdue. If services are suspended for 30 days or longer, upon resuming services VHB shall be entitled to expenses incurred in the interruption and resumption of its services. If services are suspended for 90 days or longer, VHB shall be entitled to expenses incurred in the interruption and resumption of its services and fees for remaining services shall be equitably adjusted.

The parties agree to coordinate invoices to assure timely payment. At minimum, VHB's project manager and Client's representative will confer as often as necessary about any issues involving invoicing and collections. Client's representative will contact VHB's project manager forthwith upon receipt of an invoice about any questions or issues concerning invoiced amounts. If Client's representative and VHB's project manager are unable to resolve any questions or issues, Client's representative will line item any disputed or questionable amount and pay VHB. VHB, at its option, may revise and resubmit disputed amounts at a later date.

Should it become necessary to utilize legal or other resources to collect any or all monies rightfully due for services rendered under this Agreement, VHB shall be entitled to full reimbursement of all such costs, including reasonable attorneys' fees, as part of this Agreement.

OWNERSHIP OF WORK PRODUCT. All work products (whether in hard or electronic form) prepared by VHB pursuant to the Agreement are instruments of service with respect to the Project and are not authorized, intended or represented to be suitable for reuse by Client or others on extensions of the Project or on any other Project. Any reuse by Client or a third person or entity authorized by Client without written verification or adaptation by VHB for the specific application will be at Client's sole risk and without liability or legal exposure to VHB. Client shall release, defend, indemnify and hold harmless VHB from all claims, damages, losses and expenses, including attorneys' fees, arising out of or resulting therefrom. Any such verification or adaptation will entitle VHB to additional compensation at rates to be agreed upon by VHB and Client, third person, or entity seeking to reuse said documents.

Client recognizes that information recorded on or transmitted as electronic media, including CADD documents ("Electronic Documents") is subject to undetectable alteration, either intentional or unintentional, due to, among other causes, transmission, conversion, media degradation, software error, or human alteration. Accordingly, the Electronic Documents are provided to Client for informational purposes only and are not represented as suitable for any use or purpose.

VHB retains the copyright in all work products produced in connection with this Agreement, unless otherwise agreed to in

writing by an authorized VHB representative. VHB licenses to Client on a non-exclusive basis the use of work products produced solely in connection with this Agreement. The license may be revoked for any failure of Client to perform under this Agreement.

CERTIFICATIONS. VHB shall not be required to sign any documents, no matter by whom requested, that would result in VHB having to certify, guarantee or warrant the existence of conditions whose existence VHB cannot wholly ascertain. Any certification provided by VHB shall be so provided based on VHB's knowledge, information, and belief subject to the preceding sentence, and shall reflect no greater certainty than VHB's professional opinion developed through and consistent with the Standard of Care. VHB shall be compensated for any work necessary to assess project compliance with regulatory standards for purposes of such certification.

INSURANCE. VHB agrees to carry the following insurance during the term of this Agreement:

- Workmen's Compensation and Employer's Liability Insurance in compliance with statutory limits
- Comprehensive General Liability Insurance including Products Completed, Contractual, Property, and Personal Injury coverage with combined single limits of $1,000,000 per occurrence and $2,000,000 in the aggregate
- Professional Liability Insurance with a limit of $1,000,000 per claim and in the aggregate
- Automobile Liability Insurance including non-owned and hired automobiles with a combined single limit of $1,000,000 per occurrence

Certificates of insurance will be furnished upon request. If Client requires additional insurance coverage, and it is available, Client agrees to reimburse VHB for such additional expense.

FAP

INDEMNITY. **To the extent permitted by law,** Client and VHB shall at all times indemnify and save harmless each other, their officers, and employees on account of damages, losses, expenses, reasonable counsel fees, and compensation arising out of any claims for damages, personal injuries and/or property losses sustained by any person or entity, to the extent caused by the negligent acts, errors or omissions of the indemnifying party, its employees, or subcontractors in connection with the Project, and/or under this Agreement.

Client agrees to the fullest extent permitted by law, to indemnify and hold harmless VHB, its officers, employees and subconsultants from and against any and all claims, suits, demands, liabilities costs including reasonable attorneys' fees, and defense costs caused by, arising out of, or in any way connected with the detection, presence, handling, removal, abatement, or disposal of any asbestos or hazardous or toxic substances, products, or material that exist on, about, or adjacent to the job site.

LIMITATION ON VHB'S RESPONSIBILITY AND JOBSITE SAFETY. VHB will not be responsible for the acts or omissions of contractors or others at the Site, except for its own subcontractors and employees. Neither the professional activities of VHB nor the presence of VHB or its employees or subconsultants at a project site shall relieve the other parties on this project of their obligations, duties, and, including, but not limited to, construction means, methods, sequence, techniques, or procedures necessary for performing, superintending, and coordinating the Work in accordance with the contract documents and any health or safety precautions required by any regulatory agencies. VHB and its personnel have no authority to exercise any control over any construction contractor or its employees in connection with their work or any health or safety programs or procedures. Client agrees that Contractor shall be solely responsible for job site safety and warrants that this intent shall be carried out in Client's contract with Contractor.

ALLOCATION OF RISK. In recognition of the relative risks and benefits of the Project to both Client and VHB, the risks have been allocated such that Client agrees that to the fullest extent permitted by law, VHB's total liability in the aggregate to Client and any persons or entities claiming by, through or under Client, for any and all injuries, claims, losses, expenses, or damages whatsoever arising out of or in any way related to the Project and/or this Agreement from any cause or causes, including, but not limited to, VHB's negligence, errors, omissions, strict liability, statutory liability, indemnity obligation, breach of contract or breach of warranty shall not exceed the higher of $50,000 (fifty thousand dollars), or ten (10) percent of the compensation actually paid to VHB. Client and VHB may agree to a higher limitation of liability for an increased fee.

DISPUTE RESOLUTION. All questions in dispute under this Agreement shall be submitted to non-binding mediation as a condition precedent to the institution of legal proceedings. On the written notice of either party to the other of the election to submit any dispute under this Agreement to mediation, each party shall designate their representative and shall meet within ten (10) days after the service of the notice. The parties shall then attempt to resolve the dispute within ten (10) days of meeting. Should the parties be unable to agree on a resolution of the dispute, then the parties shall proceed with mediation in accordance with the mediation rules of the American Arbitration Association. The cost of mediation shall be borne equally by both parties. This Agreement shall be governed and construed in accordance with the laws of the laws of the State of Georgia. ~~Commonwealth of Massachusetts.~~ FAP

LEGAL SUPPORT. To the extent VHB is required to respond to any dispute resolution process, including, but not limited to, requests for document production, discovery or a request to

appear in any deposition or legal proceeding, which is related to the Scope of Services but does not arise out of VHB's negligent acts, errors or omissions, Client shall compensate VHB for all costs incurred by VHB, including reasonable attorneys' fees.

DESCRIPTIVE HEADINGS AND COUNTERPARTS. The headings contained in this Agreement are for convenience of reference only and shall not constitute a part hereof, or define, limit or in any way affect the meaning of any of the terms or provisions hereof. This Agreement may be executed in two or more counterparts, and any party hereto may execute any such counterpart, which, when executed and delivered, shall be deemed to be an original and all of such counterparts taken together shall be deemed to be one and the same instrument.

EXCLUSIVE REMEDIES. In the event that any dispute is not remedied through the alternative dispute resolution procedures set forth herein, all claims, actions, and rights of action arising from or relating in any way to this Agreement or the services performed thereunder, whether in contract, tort, indemnity and all other rights of action whatsoever, shall be filed in a court of competent jurisdiction within three years of the completion of such services, or all such claims, actions and rights of action shall be waived. Recovery under this Agreement shall be limited by the parties' agreement on Allocation of Risk and the remainder of this section.

Notwithstanding any other provision of this Agreement, neither party shall be liable to the other for any liquidated, incidental, special, indirect or other consequential damages incurred, regardless of the nature of the cause or whether caused by Client or VHB, or their employees, subconsultants, or subcontractors. Consequential damages include, without limitation, loss of use, loss of profits, loss of production, or business interruption; however, the same may be caused.

VHB and Client waive all claims against each other arising out of or related to this Agreement or the services to the extent that losses, damages, and liabilities associated with such claims have been compensated by the proceeds of property insurance or any other insurance policy.

VHB makes no warranties or guarantees, express or implied, under this Agreement or any other contract document with respect to its provision of professional services. In entering into this Agreement, Client has relied only upon the representations set forth in this Agreement. No verbal warranties, representations, or statements shall be considered a part of this Agreement or a basis upon which Client relied in entering into this Agreement.

NO THIRD PARTY BENEFICIARIES. Nothing contained in this Agreement shall create a contractual relationship with, or a cause of action in favor of, a third party against either Client or VHB. In addition, nothing herein shall be construed as creating a contractual relationship between Client and any VHB employee, representative, or consultant. Client agrees that in the event of a dispute regarding this Agreement or the services rendered by VHB hereunder, Client shall only seek recourse against VHB and waives any right to pursue a claim against VHB's individual directors, officers or employees.

VHB's commitments as set forth in this Agreement are based on the expectation that all of the services described in this Agreement will be provided. In the event Client later elects to reduce VHB's Scope of Services, Client hereby agrees to release, hold harmless, defend, and indemnify VHB from any and all claims, damages, losses or costs associated with or arising out of such reduction in services.

SEVERABILITY. The invalidity or unenforceability of any provisions of this Agreement shall not affect the validity or enforceability of any other provision of this Agreement, which shall remain in full force and effect.

TAXES. Any taxes or fees, enacted by local, state, or federal government and based on gross receipts or revenues, will be invoiced to and payable by Client as an additional amount due under this Agreement.

PROJECT SPECIFIC PROVISIONS. To the extent the Scope of Services involves any of the following services/geographies, the following general provisions apply accordingly:

AMERICANS WITH DISABILITIES ACT (ADA). Client understands and agrees that ADA standards are evolving and subject to varying, potentially contradictory interpretations and applications. VHB will use its reasonable professional efforts and judgment to interpret applicable ADA requirements and other federal, state and local laws, rules, codes, ordinances, and regulations as they apply to the project. VHB cannot and does not warrant or guarantee that Client's Project will comply with all ADA requirements or ADA interpretations or other applicable regulatory interpretations.

CLIMATE CHANGE/FLOOD ANALYSIS. Consultant shall not be responsible or liable for any damages, losses, litigation, expenses, counsel fees and compensation arising out of any claims, damages, personal injuries and/or property losses related to flooding conditions whether directly or indirectly due to flood water damage, and Client shall at all times indemnify and hold harmless VHB, its respective officers, agents and employees on account of any related claims, damages, losses, expenses and counsel fees related thereto.

CONSTRUCTION PHASE SERVICES

SITE VISITS. VHB shall make periodic site visits upon the request of Client or as otherwise agreed in writing by Client and VHB for the limited purpose of determining whether work is in general conformance with VHB's plans and specifications. Such visits are not intended to be an exhaustive check or a detailed inspection of Contractor's work. VHB shall not supervise or have control over Contractor's work nor have any responsibility for construction ways, means, methods, techniques, sequences, or procedures selected by Contractor nor for Contractor's safety precautions or programs in connection with the Work.

SHOP DRAWINGS. VHB's review and approval of submittals such as shop drawings, product data, samples, and other data, shall be for the limited purpose of checking for conformance with the design concept and the information in VHB's documents. This review shall not include review of the accuracy or completeness of details, such as quantities, dimensions, weights or gauges, fabrication processes, construction means or methods, coordination of the work with other trades, or construction safety precautions, all of which are the sole responsibility of Contractor and other unrelated parties. Review of a specific item shall not indicate that VHB has reviewed the entire assembly of which the item is a component. VHB shall not be responsible for any deviations from VHB's documents or other documents that are not brought to the attention of VHB in writing by Contractor. VHB shall not be required to review partial submissions or those for which submission of correlated items have not been received.

GEOTECHNICAL SERVICES. Client understands that VHB does not perform geotechnical services directly and, if requested, will retain a geotechnical subconsultant on behalf of Client, and VHB shall rely on the accuracy and completeness of data furnished as if the geotechnical services were contracted directly through Client.

TANK INSPECTION. Client will provide VHB with available underground storage tank (UST) documentation as necessary. VHB assumes that the documentation and site plans will be in order, be complete and meet regulatory compliance standards. VHB's inspection services are to fulfill regulatory requirements and do not include invasive testing or equipment calibration and testing. Accordingly, Client expressly agrees that VHB shall have no liability for equipment functioning or malfunctioning, product releases or spills.

~~**LSP SERVICES – PROJECTS LOCATED IN MASSACHUSETTS.** In accordance with the Massachusetts General Laws Chapter 21E, the performance of the services contained in this Agreement may require the engagement of a Licensed Site Professional (LSP) registered with the Commonwealth of Massachusetts under Massachusetts General Law Chapter 21A and the regulations promulgated by the Massachusetts Department of Environmental Protection (MADEP) thereunder (collectively the LSP Program). These laws and regulations place upon the LSP certain professional obligations owed to the public, including in some instances a duty to disclose the existence of certain environmental contaminants to the MADEP. In the event that any site for which VHB has provided LSP services is audited by MADEP pursuant to the provisions of the Massachusetts Contingency Plan, VHB shall be entitled to additional compensation to provide such services as may be necessary to assist Client in its response to MADEP.~~ FAP

~~Client understands and acknowledges that in the event the LSP's obligations under the LSP Program conflict in any way with the terms and conditions of this Agreement or the wishes or intentions of Client, the LSP is bound by law to comply with the requirements of the LSP Program. Accordingly, Client recognizes that the LSP shall be immune for all civil liability resulting from any alleged and/or actual conflict with the LSP Program. Client also agrees to hold VHB and its LSP harmless for any claims, losses, damages, fines, or administrative, civil, or criminal penalties resulting from the LSP's fulfillment of its obligations under the LSP Program.~~

AGENDA ITEM SUMMARY

ITEM SUMMARY:

Consider a contract with Waveko in the amount of $32,488.27 to replace 21 windows, including painting and adding trim and sills at the Welcome Center. *Public Works Director, Mariza Eller, will address.*

SPECIAL CONSIDERATIONS OR CONCERNS:

FY24 Welcome Center budget allocated $35,000.00 under repair and maintenance service for the replacement of 24 windows. Due to cost increases, we will only be able to replace 21 windows at the Welcome Center. The quote from Waveko includes the window replacement, adding trim and sills, painting, and providing plastic and cloth to ensure there will be no damage and dust on any artifacts at the Welcome Center. Due to the age of the windows, many of the existing windows have rotten wood, which allows for water to penetrate sills after significant rain fall making the window replacement imperative.

STAFF RECOMMENDATION:

Staff recommends approval.

FINANCIAL IMPACT:

Window replacement is budgeted within FY24 Budget under repair & maintenance services (101-6520-52-2200) with allocated funds in the amount of $35,000.00. Quote from Waveko came in at $32,488.27.

Submitted By:
Mariza Eller

Meeting Date:
26/09/2023

Reviewed By:
Jessica O'Connor

ATTACHMENTS:
Waveko PO - Window Replacement Welcome Center.pdf
Waveko Quot e - Window Replacement Welcome Center.pdf
WIndow Replacement Justification Form.pdf

Griffin
Growing TOGETHER

City of Griffin, Georgia 5H 9/8/23
100 S Hill Street
P O Box T
Griffin, Georgia 30224
(770) 229-6401

DATE: 8/24/23

FY24 Purchase Order No.
Bid/Quote No. 1325
Vendor No.

Vendor Name & Address
Waveko
600 N Walkers Mill Rd
Griffin, GA 30224

drewsmsmith@aol.com
Ph: 770.375.6391 Fax:

Freight is FOB Destination Deliveries are accepted between the hours of 8:00 a.m. and 4 p.m.

Submit APPROVED packing slips to Accounts Payable. Highlight PO# & account distribution. Note any changes or additional accounts.

*Terms: Net 30 unless otherwise specified on PO

Per Georgia State Code 48.8, the City of Griffin is tax exempt from sales and use tax.

Deliver to:
City of Griffin
Welcome Center
100 S. Hill Street
Griffin, GA 30223

ATTN: Mariza Eller / Jimmy Hardy
Phone: 770.229.6603 Fax:

- - ANY CHANGE ORDERS TO ANY PO OR WORK ORDERS MUST BE AUTHORIZED IN WRITING AND APPROVED. ALL INVOICES SUBMITTED FOR PAYMENT MUST REFERENCE A VALID PURCHASE ORDER NUMBER. - -

- VENDORS MUST HAVE A CURRENT REGISTRATION ON FILE PRIOR TO PO PROCESSING - On File? Y/N **Y**

Description	Account Number	Quantity	UOM	Unit Price	Extended Totals
Replace 21 Windows / add trim / add sills ✓	101 - 6520 - 52 - 2200 - 0000	1	ea	32,488.270	**32,488.27**
Welcome Center	- - - -				
	- - - -				
	- - - -				
	- - - -				
	- - - -				
	- - - -				
	- - - -				
	- - - -				
	- - - -				
	- - - -				
	- - - -				
CAPITAL PROJECT #:	- - - -	*enter debit/credit amounts in*			
(DISTRIBUTION & $$)	- - - -	*the extended totals column*			

COMMENTS:

Totals: $ 32,488.27

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
✓A&L 9/8/23

Dept / Requestor / Date: Mariza Eller
Department Mgr / Date
Purchasing / Date: Deborah M. Gillett 9/8/2023
Finance Director / Date
City Manager / Date
BOARD / Date

TERMS AND CONDITIONS OF PO / CONTRACT

ARTICLE 1 PURCHASE ORDER AUTHORIZATION

Vendors are required to be registered with the City and to have an authorized City Purchase Order (P.O.) before any items/goods/services are delivered. Any shipments made prior to the receipt of a City P.O. are made at the sole risk of the vendor. Payment may be withheld for any and all items/goods/services delivered without an authorized P.O.

ARTICLE 2 PURCHASE ORDER NUMBER

The Purchaser's purchase order number and the successful seller's name (from the bid or proposal) must appear on all packing slips, packages, invoices, bills of lading, warehouse receipts and correspondence with Purchaser. Materials must be properly packaged and marked with the order number. Damaged material will not be accepted.

ARTICLE 3 ACCEPTANCES

All terms and conditions of the purchase order shall become part of the contract between the Seller and Purchaser; the Seller's different or additional terms will not become part of this contract.

ARTICLE 4 PRICE

Seller warrants that the prices quoted hereunder are the lowest prices these or similar articles are sold by the Seller to other customers and in the event of any price reduction between execution of the purchase order and delivery of the goods, purchaser shall be entitled to such reduction.

ARTICLE 5 DELIVERIES, TITLE AND RISK OF LOSS

Title shall pass to Purchaser on delivery of the conforming goods to Purchaser's designated plant or location. Notwithstanding any agreement to pay freight express or other transportation charges, the risk of loss or damage in transit shall be upon the Seller. Delivery shall not be complete until the goods have been actually received, inspected and accepted by the Purchaser.

ARTICLE 6 PARTS

The Seller agrees to make functional parts available for a period of five years after final production run.

ARTICLE 7 WARRANTIES

The Seller warrants that the goods and services supplied hereunder will be of good workmanship and of proper materials, free from defects and in accordance with specifications. If the Seller knows of the Purchaser's intended use, the Seller warrants that the goods or services are suitable for that intended use.

ARTICLE 8 REMEDIES

Regardless of whether goods are being sold or leased or whether services are being performed, the Seller and Purchaser agree that both parties have all the Uniform Commercial Code rights, duties, and remedies available as well as all remedies allowed by law and the purchase order.

ARTICLE 9 CONFLICTS OF LAWS

The agreement of purchase and the performance of the parties hereunder shall be construed with and governed by the laws of the State of Georgia.

ARTICLE 10 MODIFICATIONS

No modifications in prices, delivery methods or schedule, quality, quantity, specifications or any other term of the contract will be effective unless agreed to in writing, signed by Procurement

ARTICLE 11 PATENT INFRINGEMENT

Seller shall hold purchaser harmless from all judgments and expenses arising out of any alleged patent infringement by our use of the merchandise ordered.

ARTICLE 12 TERMINATIONS FOR CAUSE

Purchaser may terminate this contract for cause in the event of a default by Seller. In such event, Purchaser shall not be liable to Seller for any amounts, and Seller shall be liable for and shall hold Purchaser harmless from any damage occasioned by Seller's breach or default.

ARTICLE 13 TERMINATIONS FOR CONVENIENCE

Purchaser may at any time terminate the order in whole or in part for its convenience upon which written notice to Seller in which event Seller shall be entitled to reasonable termination charges which reflects the percentage of the work performed prior to termination.

ARTICLE 14 ENTIRE AGREEMENTS

The purchase order and any documents referred to on the face thereof constitute the entire agreement between the parties and can only be modified in writing and signed by both parties. No part of this order may be assigned or subcontracted without the written approval of the Purchaser. Any moneys due Purchaser from Seller can be set off from any moneys due Seller from Purchaser whether or not under this contract. Purchaser's failure to insist on any right shall not operate as a waiver of any other right. Time is of the essence of this contract.

ARTICLE 15 WORKS ON PREMISES

If the order includes work to be performed on Purchaser's premises, Seller agrees to indemnify the Purchaser from all loss or damage arising out of such work, to observe the highest safety standard, to maintain adequate insurance and to furnish evidence of such insurance at Purchaser's request.

ARTICLE 16 QUALITY GUARANTEE

If any product delivered does not meet applicable specifications, or if the product shall not produce the effect that the supplier represents to the City, the supplier shall pick up the product from the City at no expense to the City. Also, the supplier shall refund to The City of Griffin any money which has been paid for the same. The supplier shall be responsible for attorney fees in the event the supplier defaults and court action is required.

ARTICLE 17 QUALITY TERMS

The City reserves the right to reject any and/or all materials if, in its judgment, the items reflect unsatisfactory workmanship, manufacturing or shipping damage.

Waveko

600 N Walkers Mill Rd
Griffin, GA 30223 US
drewsmsmith@aol.com

Estimate

ADDRESS
Jimmy Hardy
City of griffin

ESTIMATE 1325
DATE 08/23/2023

DATE	ACTIVITY	DESCRIPTION	QTY	RATE	AMOUNT
	Windows	City of griffin welcome center replace 21 windows add trim and sills plate as need so they will no longer rot. paint included. plastic areas and drops cloth inside build to cut down on dust.	1	32,488.27	32,488.27

TOTAL **$32,488.27**

Accepted By

Accepted Date

JUSTIFICATION – RECOMMENDATION TO PURCHASE

TYPE OF PURCHASE (BID#/QUOTE#/PO):

DATE (BID OPEN OR DATE SUBMITTED):

TITLE OR DESCRIPTION:

RECOMMENDED SUPPLIER

COMPANY NAME: Waveko

CITY, STATE: Griffin, GA

AWARD/PO AMOUNT: $32,488.27

The recommended supplier for this purchase is not the lowest bid/quote submission or the only quote submitted. The justification to consider accepting this supplier is below:

JUSTIFICATION FOR THE SELECTION OF ONLY SUBMITTED QUOTE OR OTHER THAN LOWEST RESPONSIVE BID:

Quote #1.
Waveko Construction provided Quote for scope of work in amount of $ 32,488.27
Performed Site Visit 8/11/23
Quote #2.
Contacted Betsill Windows and Siding and scheduled site visit for 8/3/23 and was a no show
Reached out to Bonnie several times after with no luck with return calls
Quote #3.
Contacted Paco and Sons Remodeling and scheduled site visit for 8/8/23 and was a no show
Reached out to Paco multiple times and has been unable to give time to meet again.
Justification Statement:
Three vendors mentioned above were contacted with appointment time mentioned above
regarding the scope of work for the Welcome Center window replacement project. As mentioned above,

Waveko construction is the only company that came to site visit meeting and the only company providing quote for the window replacement project at the Welcome Center.
P.O. issued for Waveko Construction

AGENDA ITEM SUMMARY

ITEM SUMMARY:

Consider an agreement with West Chatham Warning Devices in the amount of $89,402.49 for the outfitting of 11 Ford Interceptors and one Chevrolet Silverado police vehicles for the Police Department. *Captain Daniel Jett will address.*

SPECIAL CONSIDERATIONS OR CONCERNS:

West Chatham Warning Devices has a location in Spalding County and is $564.13 over the lowest quote. The lowest bid does not include the installation of a department supplied radio, but West Chatham does include this installation. The lowest bid (Patrol Upfitters) is located two and half hours from Griffin, Ga. Due to these reasons, West Chatham has been recommended by staff.

STAFF RECOMMENDATION:

Staff recommends approval.

FINANCIAL IMPACT:

The purchase for $89,402.49 is budgeted for FY24.

Submitted By:
Daniel Jett

Meeting Date:
26/09/2023

Reviewed By:
Jessica O'Connor

ATTACHMENTS:
West Chatham PO.pdf
West Chatham Quote.pdf
Patrol Upfitters Quote.pdf
Pro Logic Quote.pdf
Justification - Recommendation to Purchase.pdf

Griffin
Growing TOGETHER

SH 9/18/23

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

DATE: 9/13/23

FY24 Purchase Order No.

Bid/Quote No. 32982,32983,32984
Vendor No. 3793

Vendor Name & Address
West Chatham Warning Devices
Attn: Andrea Padgett
2208 Gamble Rd
Savannah, Ga 31405
andreap@westchatham.com
Ph: 912-234-2600 ext 103 Fax:

Per Georgia State Code 48.8, the City of Griffin is tax exempt from sales and use tax.

Deliver to:
City of Griffin
Police Department
234 N Hill St
Griffin, GA 30223

ATTN: Captain Daniel Jett
Phone: 770-229-6450 Fax:

Freight is FOB Destination Deliveries are accepted between the hours of 8:00 a.m. and 4 p.m.	Submit APPROVED packing slips to Accounts Payable. Highlight PO# & account distribution. Note any changes or additional accounts.

*Terms: Net 30 unless otherwise specified on PO

- - ANY CHANGE ORDERS TO ANY PO OR WORK ORDERS MUST BE AUTHORIZED IN WRITING AND APPROVED. ALL INVOICES SUBMITTED FOR PAYMENT MUST REFERENCE A VALID PURCHASE ORDER NUMBER. - -

- VENDORS MUST HAVE A CURRENT REGISTRATION ON FILE PRIOR TO PO PROCESSING - **On File? Y/N** Y

Description	Account Number	Quantity	UOM	Unit Price	Extended Totals
Outfitting of 7 Police Ford Interceptors Vehicles	101 - 3223 - 54 - 2200 -	7	ea	10,390.520	72,733.64
Outfitting of 4 Police Ford Interceptors Vehicles	101 - 3221 - 54 - 2200 -	4	ea	3,239.330	12,957.32
Outfitting of 1 Police Chevrolet Truck	101 - 3221 - 54 - 2200 -	1	ea	3,711.530	3,711.53
	- - - -				
	- - - -				
	- - - -				
	- - - -				
	- - - -				
	- - - -				
	- - - -				
	- - - -				
CAPITAL PROJECT #:	901 - 0000 - 13 - 1101 - 0000	*enter debit/credit amounts in*			(89,402.49)
(DISTRIBUTION & $$)	901 - 3200 - 11 - 7401 - 0000	*the extended totals column*			89,402.49

COMMENTS: See attached Justificaton-Recommendation to Purchase **Totals: $** **89,402.49**

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 ✓ Approved 9/18/23

Police 9-13-23
Dept / Requestor / Date

Police 9-13-23
Department Mgr / Date

Purchasing / Date

Deborah M Gilbert 9.18.2023
Finance Director / Date

City Manager / Date

BOARD / Date

TERMS AND CONDITIONS OF PO / CONTRACT

ARTICLE 1 PURCHASE ORDER AUTHORIZATION

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ARTICLE 6 PARTS

The Seller agrees to make functional parts available for a period of five years after final production run.

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Seller shall hold purchaser harmless from all judgments and expenses arising out of any alleged patent infringement by our use of the merchandise ordered.

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ARTICLE 17 QUALITY TERMS

The City reserves the right to reject any and/or all materials if, in its judgment, the items reflect unsatisfactory workmanship, manufacturing or shipping damage.

WEST CHATHAM WARNING DEVICES
2208 GAMBLE RD
SAVANNAH, GA 31405

Sales Order

Customer No.: GRIFFINPD
Order No.: 32982

Bill To: **CITY OF GRIFFIN**
234 NORTH HILL ST.
GRIFFIN, GA 30224

Ship To: **GRIFFIN INSTALL**

Date	Ship Via	F.O.B.	Terms
07/19/2023		Origin	NET 30

Purchase Order Number	Required Date	Sales Person	Our Order Number
	07/19/2023		32982

Quantity Required	Shipped	B.O.	Item Number	Description	Unit Price	Amount
				7 PATROL		
7			WHE-EB8EEEE	LEGACY WCX 48" BW/BW/BW/BW	1830.00	12810.00
7			WHE-MKAJ105	MKAJ105 ADJ STRAP 48-55" 20-21 INT SUV	0.00	0.00
7			WHE-C399	CENCOM CORE WecanX	925.00	6475.00
7			WHE-CCTL6	CORE HEAD W/ROTARY KNOB	0.00	0.00
7			WHE-C399K4	OBDII Install Kit for WecanX 20-21 SUV for use W/O 61B Need to find out 61B or Not	0.00	0.00
7			WHE-SA315U	SA315U SPEAKER	168.13	1176.91
7			WHE-SAK66P	Speaker Bkt Pass Side 20-21 SUV	29.40	205.80
7			WHE-ITRAYW8	INNER EDGE RST WC 8-LT TRAY SOLO **BLUE**	798.60	5590.20
7			WHE-IS508	Upper Rear Housing 8-10 Mod 20-21 INTER SUV	0.00	0.00
7			SET-10XL-U-INTSUV:	10XL UNCOATED TALL MAN 20 -21INT SUV PK1129ITU20TM	692.00	4844.00
7			SET-12VS-E-INTSUV	12VS EXP METAL REAR PART 20-21 SUV PK0123ITU202ND	433.00	3031.00
7			SET-QK0494ITU20	QK0494ITU20 COVER SEAT 20 SUV w/center pull belts	692.00	4844.00
7			WES-36-2125	PUSHBUMPER 20-21 SUV	890.00	6230.00
7			WES-36-2125PB	PIT BAR 20-21 SUv $$ INC ABOVE	0.00	0.00
7			WES-36-2125W	WING WRAP FOR BUMPER 20 -21 SUV $$ INC ABOVE	0.00	0.00
			WES-36-6005W2	Westin Channel for 2 ions		

Thank You

WEST CHATHAM WARNING DEVICES
2208 GAMBLE RD
SAVANNAH, GA 31405

Sales Order

Customer No.: GRIFFINPD
Order No.: 32982

Bill To: **CITY OF GRIFFIN**
234 NORTH HILL ST.
GRIFFIN, GA 30224

Ship To: **GRIFFIN INSTALL**

Date	Ship Via	F.O.B.	Terms
07/19/2023		Origin	NET 30

Purchase Order Number	Required Date	Sales Person	Our Order Number
	07/19/2023		32982

Quantity Required	Shipped	B.O.	Item Number	Description	Unit Price	Amount
7				$$ INC ABOVE	0.00	0.00
28			WHE-TLI2E	ION T-SERIES LINEAR DUO B/C OVER WHEEL WELLS	113.40	3175.20
28			WHE-I2E	Duo ION Blue/White 2-PB CHANNEL 2 TAG 1 EACH SIDE CARGO WINDOW	117.00	3276.00
7			WHE-IONBKT1	License Plate Bkt for Ions (2 ION) Not Suf Mt	25.20	176.40
7			HAV-C-VS-0618-INUT	VS-0618-INUT 24"flat console 20-21 INT SUV	439.60	3077.20
7			HAV-C-ARM-103	ARM-103 Armrest Top Mt Lg	127.40	891.80
7			HAV-C-CUP2-I	Cupholder 4"	47.69	333.83
7			HAV-C-LP2-PS1-USB	LP2-PS1-USB 2 Lighter Plug Outlet w/1usb	138.60	970.20
7			HAV-C-EB40-CCS-1P	40-CCS-1P Equip Bkt for CCSRN	25.90	181.30
7			HAV-PKG-PSM-1006	PKG-PSM-1006 COMPUTER MT 20-21 SUV HDM-1006,HDM-209 HDM-304, MD-202	386.40	2704.80
7				ANTENNA & COAX	75.00	525.00
7			SHOPSUPPLY	SHOP SUPPLY FEE (WIRING, LOOM, ETC)	45.00	315.00
7				SHIPPING	150.00	1050.00
7			LABOR	Labor INSTALL ABOVE EQUIPMENT & C/S DOCK, PEP LINK & RADIO	1550.00	10850.00
				Order subtotal		72733.64
				Order total		72733.64

Thank You

WEST CHATHAM WARNING DEVICES
2208 GAMBLE RD
SAVANNAH, GA 31405

Sales Order

Customer No.: GRIFFINPD
Order No.: 32982

Bill To: **CITY OF GRIFFIN**
234 NORTH HILL ST.
GRIFFIN, GA 30224

Ship To: **GRIFFIN INSTALL**

Date	Ship Via	F.O.B.	Terms
07/19/2023		Origin	NET 30

Purchase Order Number	Required Date	Sales Person	Our Order Number
	07/19/2023		32982

Quantity			Item Number	Description	Unit Price	Amount
Required	Shipped	B.O.				

Thank You

WEST CHATHAM WARNING DEVICES
2208 GAMBLE RD
SAVANNAH, GA 31405

Sales Order

Customer No.: GRIFFINPD
Order No.: 32983

Bill To: **CITY OF GRIFFIN**
234 NORTH HILL ST.
GRIFFIN, GA 30224

Ship To: **GRIFFIN INSTALL**

Date	Ship Via	F.O.B.	Terms
07/19/2023		Origin	NET 30

Purchase Order Number	Required Date	Sales Person	Our Order Number
	07/19/2023	ANDREA PADGETT	32983

Quantity Required	Quantity Shipped	Quantity B.O.	Item Number	Description	Unit Price	Amount
				INT SUV ADMIN		
4			WHE-IX50UFX	IE XLP 12 LIGHT- NO TD 20-21 INT SUV blue	754.20	3016.80
8			WHE-LINSV2B	LINZ6 V SERIES BLUE Under Mirror Light	175.80	1406.40
4			WHE-LSVBKT50	Under Mirror Mt (pair) 20-23 SUV	19.80	79.20
4				Refurb D6 Dominator Blue Rear Headliner ** if available ***	250.00	1000.00
4			WHE-DBKT4	"L" ANGLE MT BRKT (PAIR)	14.40	57.60
4			WHE-SA315U	SA315U SPEAKER	168.13	672.52
4			WHE-SAK67D	SA315P SPEAKER MOUNT	29.40	117.60
8			WHE-VTX609B	VERTEX BLUE backup lights	81.60	652.80
4			WHE-ALPHASL	ALPHA SL REMOTE SIREN	181.20	724.80
12			WAY-44235	On Off SPST Rocker Switch w/red led indicator Round	10.00	120.00
8			WHE-IONB	ION LED LIGHT BLUE REAR CARGO WINDOW	100.80	806.40
8			WHE-MCRNTE	STUD MOUNT MICRON B/W Beside Ford Emblem	95.40	763.20
4			SHOPSUPPLY	SHOP SUPPLY FEE (WIRING, LOOM, ETC)	35.00	140.00
4				SHIPPING	100.00	400.00
4.000				labor to install	750.00	3000.00
				No Radio Install (using handheld/No Radar/		

Thank You

WEST CHATHAM WARNING DEVICES
2208 GAMBLE RD
SAVANNAH, GA 31405

Sales Order

Customer No.: GRIFFINPD
Order No.: 32983

Bill To: **CITY OF GRIFFIN**
234 NORTH HILL ST.
GRIFFIN, GA 30224

Ship To: **GRIFFIN INSTALL**

Date	Ship Via	F.O.B.	Terms
07/19/2023		Origin	NET 30

Purchase Order Number	Required Date	Sales Person	Our Order Number
	07/19/2023	ANDREA PADGETT	32983

Quantity Required	Quantity Shipped	Quantity B.O.	Item Number	Description	Unit Price	Amount
				No Decal or Camera WILL HAVE OEM FACTORY CONSOLES ** NO RADIO INSTALL **		

Order subtotal	12957.32
Order total	12957.32

Thank You

WEST CHATHAM WARNING DEVICES
2208 GAMBLE RD
SAVANNAH, GA 31405

Sales Order

Customer No.: GRIFFINPD
Order No.: 32984

Bill To: **CITY OF GRIFFIN**
234 NORTH HILL ST.
GRIFFIN, GA 30224

Ship To: **GRIFFIN INSTALL**

Date	Ship Via	F.O.B.	Terms
07/19/2023		Origin	NET 30

Purchase Order Number	Required Date	Sales Person	Our Order Number
	07/19/2023	ANDREA PADGETT	32984

Quantity Required	Shipped	B.O.	Item Number	Description	Unit Price	Amount
				silverado 2023		
1			WHE-IX49UFZ	IE XLP 10-LT w/ TD Chevy Silverado 1500, 19-21 blue	754.20	754.20
4			WHE-I2E	Duo ION Blue/White 4 grille/2 side cargo window	117.00	468.00
1			WHE-D808000	DOMINATOR 8 TIR3 8 BLUE rear headliner	481.80	481.80
1			WHE-DBKT4	"L" ANGLE MT BRKT (PAIR)	18.60	18.60
4			WHE-TLI2E	ION T-SERIES LINEAR DUO B/C under tailgate	113.40	453.60
1			WHE-HHS3200	HHS3200 HAND-HELD SIREN	427.80	427.80
1			WHE-SA315P	Speaker 100 watt	168.13	168.13
1			WHE-SAK70	SA315P Mt Kit	29.40	29.40
1				shop supply	35.00	35.00
1				shipping	75.00	75.00
1.000				labor to install	800.00	800.00
				Order subtotal		3711.53
				Order total		3711.53

Thank You

Patrol Upfitters
PO Box 740643
Atlanta, GA 30374 US
706-778-7233
patrolupfitters@gmail.com

Estimate

ADDRESS
Griffin Police Department
234 N. Hill St.
Griffin, Ga 30223

ESTIMATE #	DATE
4011	09/12/2023

P.O. NUMBER
Admin Silverado

DATE	ACTIVITY	DESCRIPTION	QTY	RATE	AMOUNT
	SOU-ENFWBFSD02(Single)	SoundOff Signal nFORCE® 8 module Interior Windshield Lightbar, Full 1 Piece or Split 2 Piece Shroud, 6 LEDs Single Color	1	939.00	939.00
	SOU-EMPS2STS2B	mpower® 4" Fascia Light w/ Stud Mount, 18" hard wire w/ sync option, SAE Class 1 & CA Title 13, 9-32 Vdc, Black Housing, 6 LED, Single Color - Blue (4 Mounted in Grille 4 Mounted in rear Glass)	8	118.50	948.00
	SOU-PMP2BKDGAJ	Deck/Grille Adjustable Bracket Kit for mpower 4" Fascia Light w/ Stud Mount, Threaded	4	9.0725	36.29
	SOU-PMP2WSDDB	SoundOff Signal dual adjustable windshield shrouds kit for Fascia LED, 3 or 4"	2	19.845	39.69
	SOU-EMPS2QMS2B	mpower® 4" Fascia Light w/ Quick Mount, 18" hard wire w/ sync option, SAE Class 1 & CA Title 13, 9-32 Vdc, Black Housing, 6 LED, Single Color - Blue (Mounted under Tail Gate	2	118.50	237.00
	SOU-ELUC3H010B	Universal UnderCover Screw-In LED Insert Single Light Kit, 9-32 Vdc w/ 10 5-wire harness: includes insert, Lens #1 (Extreme Angle) & Inline Flasher Single Color Blue	2	94.1225	188.25
	SOU-ETSA461HPP	SoundOff Signal nERGY 400 Series Handheld Remote Siren, 10-16v - 100w single speaker	1	485.35	485.35
	SOU-ETSS100J	Soundoff Signal 100J Series Composite Speaker w/ Universal Bail Bracket - 100 watt	1	220.56	220.56
	LABOR	Installation of equipment, warranty	1	950.00	950.00

DATE	ACTIVITY	DESCRIPTION	QTY	RATE	AMOUNT
		on all workmanship for a period of 1 year.			
	SHOP SUPPLIES	Shop supplies, wire, connectors, loom and etc needed to install equipment.	1	100.00	100.00
	FREIGHT	Freight surcharge for large items	1	100.00	100.00

Admin Silverado

SUBTOTAL	4,244.14
TAX	0.00
TOTAL	**$4,244.14**

Accepted By

Accepted Date

Patrol Upfitters
PO Box 740643
Atlanta, GA 30374 US
706-778-7233
patrolupfitters@gmail.com

Estimate

ADDRESS
Griffin Police Department
234 N. Hill St.
Griffin, Ga 30223

ESTIMATE #	DATE
4010	09/12/2023

P.O. NUMBER
Admin PIU

DATE	ACTIVITY	DESCRIPTION	QTY	RATE	AMOUNT
	SOU-ENFWBFSD02(Single)	SoundOff Signal nFORCE® 8 module Interior Windshield Lightbar, Full 1 Piece or Split 2 Piece Shroud, 6 LEDs Single Color	1	939.00	939.00
	SOU-ENFWB00BXH	Soundoff Signal nForce 6 Module interior Windshield Lightbar Split 2 piece shroud. 6 LED - Single color	1	927.61	927.61
	SOU-EMPS1STS1B	mpower® 3" Stud Mount Fascia Light for Ford Grille Mount application, 18" hard wire w/ sync option, SAE Class 1 & CA Title 13, 9-32 Vdc, Black Housing, 4 LED, Single Color - Blue	2	85.05	170.10
	SOU-EMPS2QMS2B	mpower® 4" Fascia Light w/ Quick Mount, 18" hard wire w/ sync option, SAE Class 1 & CA Title 13, 9-32 Vdc, Black Housing, 6 LED, Single Color - Blue	2	118.50	237.00
	SOU-ELUC3H010B	Universal UnderCover Screw-In LED Insert Single Light Kit, 9-32 Vdc w/ 10 5-wire harness: includes insert, Lens #1 (Extreme Angle) & Inline Flasher Single Color Blue	4	94.1225	376.49
	SOU-ETSA481CSP	SoundOff Signal nERGY 400 Series Multi-Function Siren w/ Button Control, 10-16v - 100w single speaker	1	486.49	486.49
	SOU-ETSS100J	Soundoff Signal 100J Series Composite Speaker w/ Universal Bail Bracket - 100 watt	1	220.56	220.56
	JD-425-6512	Jotto Desk Max Depth Contour Console Ford PIU 2020	1	491.17	491.17
	JD-425-3704	Jotto Desk Dual cup holder, faceplate mount	1	45.48	45.48

DATE	ACTIVITY	DESCRIPTION	QTY	RATE	AMOUNT
	JD-425-2250	Side Sliding Armrest for PI Utility 2020+	1	58.94	58.94
	JD-425-6701	USB-A/USB-C and 12V Power Outlets x2 in 2" Faceplate	1	83.09	83.09
	LABOR	Installation of equipment, warranty on all workmanship for a period of 1 year.	1	950.00	950.00
	SHOP SUPPLIES	Shop supplies, wire, connectors, loom and etc needed to install equipment.	1	100.00	100.00
	FREIGHT	Freight surcharge for large items	1	100.00	100.00
Admin PIU		SUBTOTAL			5,185.93
		TAX			0.00
		TOTAL			**$5,185.93**

Accepted By

Accepted Date

Patrol Upfitters
PO Box 740643
Atlanta, GA 30374 US
706-778-7233
patrolupfitters@gmail.com

Estimate

ADDRESS
Griffin Police Department
234 N. Hill St.
Griffin, Ga 30223

ESTIMATE #	DATE
4009	09/12/2023

P.O. NUMBER
Patrol PIU

DATE	ACTIVITY	DESCRIPTION	QTY	RATE	AMOUNT
	SOU-ENNLB48(Single)	nForce NXT Lightbar 48" Single Color	1	2,104.14	2,104.14
	SOU-EMPS2STS2B	mpower® 4" Fascia Light w/ Stud Mount, 18" hard wire w/ sync option, SAE Class 1 & CA Title 13, 9-32 Vdc, Black Housing, 6 LED, Single Color - Blue	4	118.5025	474.01
	SOU-EMPS2QMS2B	mpower® 4" Fascia Light w/ Quick Mount, 18" hard wire w/ sync option, SAE Class 1 & CA Title 13, 9-32 Vdc, Black Housing, 6 LED, Single Color - Blue	4	118.5025	474.01
	SOU-ELUC3H010B	Universal UnderCover Screw-In LED Insert Single Light Kit, 9-32 Vdc w/ 10 5-wire harness: includes insert, Lens #1 (Extreme Angle) & Inline Flasher Single Color Blue	4	94.1225	376.49
	SOU-PMP1WSS2B	Window Shroud Kit (narrow) not for use with Grille Stud Mount - Black	2	14.175	28.35
	SOU-ETSA481CSP	SoundOff Signal nERGY 400 Series Multi-Function Siren w/ Button Control, 10-16v - 100w single speaker	1	486.49	486.49
	SOU-ETSS100J	Soundoff Signal 100J Series Composite Speaker w/ Universal Bail Bracket - 100 watt	1	220.56	220.56
	JD-425-6512	Jotto Desk Max Depth Contour Console Ford PIU 2020	1	491.17	491.17
	JD-425-3704	Jotto Desk Dual cup holder, faceplate mount	1	45.48	45.48
	JD-425-2250	Side Sliding Armrest for PI Utility 2020+	1	58.94	58.94
	JD-425-6701	USB-A/USB-C and 12V Power	1	83.09	83.09

DATE	ACTIVITY	DESCRIPTION	QTY	RATE	AMOUNT
		Outlets x2 in 2" Faceplate			
	PAT-475-0063	Space Creator Partition with HS/HV Window	1	820.00	820.00
	PAT-475-0968	High Security Extension Panel for 2020+ Ford PI Utility VP9 Space Creator Vehicle Partition - Two Piece Steel HSEP	1	118.44	118.44
	PAT-475-0067	Cargo Barrier (CB4), Secure Grid Upper 2020 PI Utility	1	510.22	510.22
	WES-36-2125	Westin PS PBumper Police Interceptor	1	475.80	475.80
	WES-36-2035PB	Westin 11-15 Charger pursuit pit bar elite, black. Center only.	1	497.43	497.43
	WES-36-2125W	Westin PS WWrap Police Interceptor	1	301.88	301.88
	WES-36-6005SMP2	Bumper Push Bar Top Channel Cover; Elite; For Westin Elite Series Bumper Push Bar; With 2 Soundoff MR6 Code Light Mounting Holes; Powder Coated; Black; Steel	1	55.00	55.00
	LABOR	Installation of equipment, warranty on all workmanship for a period of 1 year.	1	1,200.00	1,200.00
	SHOP SUPPLIES	Shop supplies, wire, connectors, loom and etc needed to install equipment.	1	150.00	150.00
	FREIGHT	Freight surcharge for large items	1	150.00	150.00
Patrol PIU		SUBTOTAL			9,121.50
		TAX			0.00
		TOTAL			**$9,121.50**

Accepted By

Accepted Date

ProLogic ITS

TRANSFORMING PRODUCTS AND SERVICES INTO SOLUTIONS

We have prepared a quote for you

Griffin PD/7 PIU Patrol/4 PIU Admin/1 SIlverado Admin

Quote # 006320
Version 1

Quote Prepared for:

Griffin Police Department

R.B. Powell
rpowell@cityofgriffin.com

Prepared by:

ProLogic ITS LLC

Melissa Sanchez
678-794-3924
Melissa.Sanchez@prologicits.com

WWW.PROLOGICITS.COM

2023 PIU Patrol

Manufacturer Part Number	Description	Price	Qty	Ext. Price
INTG51J-PF3L	**51" Integrity light bar, red/blue/white front, red/blue/amber rear, SignalMaster capabilities** Roof, Use red for extra brake lights	$1,867.09	7	$13,069.63
HKB-FPIU20-HP	**Hook mount for '20+ FPIU** Roof	$0.00	7	$0.00
MPS62U-BW	**MicroPulse Ultra 6, blue/white** 2 in top channel, 2 on PIT bars, 2 on side of center push bumper, 2 in cargo windows, 4 over wheel wells (1 over each)	$111.95	84	$9,403.80
MPS63U-RBW	**MicroPulse Ultra 6, red/blue/white** Plastic trim piece above tag, Use red for extra brake lights	$127.54	14	$1,785.56
SIFMJH-FPIU20-P3	**Rear ILS for '20+ FPIU, red/blue/amber, SignalMaster capabilities** Rear window, Use red for extra brake lights	$791.14	7	$5,537.98
MPSM6U-FPIU20WW	**Kit of four wedges for mounting over wheel wells of '20+ FPIU** Wheel wells	$19.49	7	$136.43
MPSM6-LB	**MPS6 L-bracket** Cargo windows	$10.58	14	$148.12
DFC-PB-FPIU20	**Center push bumper for '20+ FPIU**	$451.65	7	$3,161.55
DFC-UG-FPIU20	**Upper guards for '20+ FPIU**	$343.29	7	$2,403.03
DFC-LG-FPIU20	**Lower guards for '20+ FPIU**	$510.89	7	$3,576.23
DFC-TC2L	**2-light top channel for '20+ FPIU**	$28.35	7	$198.45
DFC-SB-ES100C	**Speaker bracket for DFC bumper**	$0.00	7	$0.00
DFC-WC-FPIU20	**Wire covers for '20+ FPIU**	$33.42	7	$233.94
PF200R	**Pathfinder siren/light controller, remote mount model** Flash factory front and rear wigwags	$1,006.33	7	$7,044.31
ES100C	**100W speaker**	$0.00	7	$0.00
EXPMOD24	**24-channel expansion module**	$200.00	14	$2,800.00
PFSPLTR-4	**4-way CAT5 splitter**	$32.86	7	$230.02
PFSYNC-1	**Sync module**	$192.15	7	$1,345.05

2023 PIU Patrol

Manufacturer Part Number	Description	Price	Qty	Ext. Price
425-6508	**Integrated printer contour console for '20+ FPIU**	$455.42	7	$3,187.94
425-3704	**Dual cupholder faceplate**	$39.64	7	$277.48
425-6666	**PF200R faceplate**	$0.00	7	$0.00
425-6701	**2 12V, USB-A/USB-C power outlets faceplate**	$72.42	7	$506.94
425-2250	**Side mount armrest for '20+ FPIU**	$51.36	7	$359.52
425-6619	**Harris radio faceplate**	$0.00	7	$0.00
475-0063	**Center partition for '20+ FPIU w/ bidirectional recessed housing**	$714.60	7	$5,002.20
475-0968	**High security extension panels**	$103.21	7	$722.47
475-0923	**Bio-Seat replacement back seat w/ integrated cargo barrier and center pull seatbelts for '20+ FPIU**	$1,387.24	7	$9,710.68
475-1486	**Secure-Grid window armor and door control covers for '20+ FPIU**	$296.06	7	$2,072.42
475-0849	**Dual gun lock**	$500.22	7	$3,501.54
7160-1116-09	**9" Mongoose motion attachment**	$313.79	7	$2,196.53
19416	**Mongoose side mount bracket**	$22.45	7	$157.15
7170-0551-00	**Docking station for Latitude 5430 w/ LIND power supply, no RF**	$710.90	7	$4,976.30
PRLOGICSVCS	**Installation includes the list of items mentioned herein. All other parts and or equipment not listed will be subject to additional installation fees.** Customer will be responsible for transporting vehicles to the installation facility unless otherwise noted. Let it be known, Installation Services will not be scheduled until all product arrives at the designated install facility.	$2,414.39	7	$16,900.73
Installation Consumables	**Shop Supplies**	$115.00	7	$805.00
Shipping	**Shipping**	$1,050.00	1	$1,050.00

Subtotal: **$102,501.00**

2023 Silverado Admin

Manufacturer Part Number	Description	Price	Qty	Ext. Price
SIFMJS-1694116687	**Front ILS for '19+ Silverado, blue/white** Front windshield	$791.14	1	$791.14
CNSMJ8R-P2C	**8-head SignalMaster, blue/amber** Rear window	$601.27	1	$601.27
SLB-SIL19ND	**SignalMaster brackets for '19+ Silverado** Rear window	$34.53	1	$34.53
MPS62U-BW	**MicroPulse Ultra 6, blue/white** 2 on speaker bracket, 2 on tag bracket	$111.95	4	$447.80
PF200S4	**Pathfinder siren/light controller, 4-button model**	$972.15	1	$972.15
ES100C	**100W speaker**	$0.00	1	$0.00
ESBL2-SIL19ND	**Speaker bracket for '19+ Silverado, holds 2 MPS lights behind grille**	$0.00	1	$0.00
IPX-LPH1	**Tag bracket, holds 2 MPS lights on either side of tag, horizontally** Tag area	$25.06	1	$25.06
PRLOGICSVCS	**Installation includes the list of items mentioned herein. All other parts and or equipment not listed will be subject to additional installation fees.** Customer will be responsible for transporting vehicles to the installation facility unless otherwise noted. Let it be known, Installation Services will not be scheduled until all product arrives at the designated install facility.	$1,745.59	1	$1,745.59
Installation Consumables	**Shop Supplies**	$115.00	1	$115.00

Subtotal: **$4,732.54**

2023 FPIU Admin

Manufacturer Part Number	Description	Price	Qty	Ext. Price
SIFMJS-FPIU20-P3	**Front ILS for '20+ FPIU, red/blue/white** Front windshield, Can program to only flash blue/white	$791.14	4	$3,164.56
SIFMJH-FPIU20-P3	**Rear ILS for '20+ FPIU, red/blue/amber, SignalMaster capabilities** Rear window	$791.14	4	$3,164.56

2023 FPIU Admin

Manufacturer Part Number	Description	Price	Qty	Ext. Price
MPS62U-BW	**MicroPulse Ultra 6, blue/white** 2 on speaker bracket, 2 on plastic piece above tag	$111.95	16	$1,791.20
PF200S4	**Pathfinder siren/light controller, 4-button model**	$972.15	4	$3,888.60
ES100C	**100W speaker**	$0.00	4	$0.00
ESBL-FPIU20	**Speaker bracket for '20+ FPIU, holds 2 MPS lights behind grille**	$0.00	4	$0.00
PRLOGICSVCS	**Installation includes the list of items mentioned herein. All other parts and or equipment not listed will be subject to additional installation fees.** Customer will be responsible for transporting vehicles to the installation facility unless otherwise noted. Let it be known, Installation Services will not be scheduled until all product arrives at the designated install facility.	$1,745.59	4	$6,982.36
Installation Consumables	**Shop Supplies**	$115.00	4	$460.00

Subtotal: **$19,451.28**

Griffin PD/7 PIU Patrol/4 PIU Admin/1 SIlverado Admin

Prepared for:	Bill To:	Ship To:	Quote Information:
Griffin Police Department	**Griffin Police Department**	**Griffin Police Department**	**Quote #: 006320**
, R.B. Powell (678) 692-0490 rpowell@cityofgriffin.com	R.B. Powell ,	R.B. Powell ,	Version: 1 Delivery Date: 09/08/2023 Expiration Date: 10/08/2023

Quote Summary

Description	Amount
2023 PIU Patrol	$102,501.00
2023 Silverado Admin	$4,732.54
2023 FPIU Admin	$19,451.28
Total:	**$126,684.82**

Hardware will be invoiced upon receipt at ProLogic facility. Services will be invoiced at pickup

Payment Terms: Net 30 Days. After 30 days, unpaid balances are subject to a 1.5% handling fee per month (18% annual). Warranty covers manufacturer defects only, excluding battery defects, unless explicitly stated herein. Dual-signed Scope of Work will be required prior to placing initial order.
Prices and tax rates are valid in the U.S only and are subject to change. Taxes represented in quotes are estimates and may vary from taxes reflected on invoice (based on physical ship-to address).
Sales/Use tax is a destination charge (i.e., based on physical ship-to address on purchase order). Please indicate your taxability status on your PO. If you aretax exempt, please include proper documentation. If you are not tax exempt, please calculate and include all applicable tax on your PO. Hardware cancelations may be subject to up to a 50% restocking fee.
See Terms and Conditions at www.prologicits.com/terms-conditions/
Quotes are valid for 30 days only and are subject to change without notice due to the imposition of new trade tariffs

Griffin Police Department

Signature: _____

Name: _____

Title: _____

Date: _____

Griffin
TOGETHER

JUSTIFICATION – RECOMMENDATION TO PURCHASE

TYPE OF PURCHASE (BID#/QUOTE#/PO): 32984, 3298232983

DATE (BID OPEN OR DATE SUBMITTED): 9/13/2023

TITLE OR DESCRIPTION:

RECOMMENDED SUPPLIER

COMPANY NAME: West Chatham Warning Devices

CITY, STATE: Savannah, Georgia

AWARD/PO AMOUNT: $89,402.49

The recommended supplier for this purchase is not the lowest bid/quote submission or the only quote submitted. The justification to consider accepting this supplier is below:

JUSTIFICATION FOR THE SELECTION OF ONLY SUBMITTED QUOTE OR OTHER THAN LOWEST RESPONSIVE BID:

Quote #1. ($89,402.49) - West Chatham is located on O'dell Rd in Griffin, Ga. This makes
warranty and repair work conveint for the department. This quote also includes the
installation of department supplied radios that would cost over $1,000.00 for
the other suppliers to install.
Quote #2. ($88,838.36) - Patrol Upfitters is located in Baldwin Ga which is 2.5 hours from
Griffin. This would cause a strain on the PD for warranty and repair work. This quote also
does not include the installation of PD supplied radio and is only $564.13 less than
West Chatham.
Quote #3. ($126,684.82) - Highest Bidder (Pro Logic).

AGENDA ITEM SUMMARY

ITEM SUMMARY:

Consider the purchase of eight mobile, in-car radios from Motorola Solutions Inc., state contract, in the amount of $38,434.96. *Captain Daniel Jett will address.*

SPECIAL CONSIDERATIONS OR CONCERNS:

The purchase of the eight mobile in-car radios will replace out dated and aging mobile radios that have been in use for over 15 years. These items are being purchased under State Contract Number 99999-SPD-T20250623-0002.

STAFF RECOMMENDATION:

Staff recommends approval.

FINANCIAL IMPACT:

This is a budgeted purchase for FY24.

Submitted By:
Daniel Jett

Meeting Date:
26/09/2023

Reviewed By:
Jessica O'Connor

ATTACHMENTS:
Motorola Solutions PO.pdf
Motorola Solutions Quote.pdf

SH 9/18/23

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

DATE: 9/14/23

FY24 Purchase Order No.

Bid/Quote No. 2237730

Vendor No. 2426

Vendor Name & Address
Motorola Solutions, Inc
Attn: Parks McIntosh
P.O. Box 404059
Atlanta, Ga 30384
Parks.McIntosh@motorolasolutions.com
Ph: 470-927-2457 Fax: --------

Per Georgia State Code 48.8, the City of Griffin is tax exempt from sales and use tax.

Freight is FOB Destination Deliveries are accepted between the hours of 8:00 a.m. and 4 p.m.

Submit APPROVED packing slips to Accounts Payable. Highlight PO# & account distribution. Note any changes or additional accounts.

*Terms: Net 30 unless otherwise specified on PO

Deliver to:
City of Griffin
Police Department
234 N Hill Street
Griffin, GA 30223

ATTN: Captain Daniel Jett
Phone: 770-229-6450 Fax: --------

- - ANY CHANGE ORDERS TO ANY PO OR WORK ORDERS MUST BE AUTHORIZED IN WRITING AND APPROVED. ALL INVOICES SUBMITTED FOR PAYMENT MUST REFERENCE A VALID PURCHASE ORDER NUMBER. - -

- VENDORS MUST HAVE A CURRENT REGISTRATION ON FILE PRIOR TO PO PROCESSING - **On File? Y/N** Y

Description	Account Number	Quantity	UOM	Unit Price	Extended Totals
Motorola APX 4500 Mobile Radio	101 - 3223 - 54 - 2200 - 0000	6	Ea	4804.37	28,826.22
Motorola APX 4500 Mobile Radio	101 - 3221 - 54 - 2200 - 0000	2	Ea	4804.37	9,608.74
	- - - -				
	- - - -				
	- - - -				
	- - - -				
	- - - -				
	- - - -				
	- - - -				
	- - - -				
	- - - -				
CAPITAL PROJECT #:	901 - 0000 - 13 - 1101 - 0000	*enter debit/credit amounts in*			(38,434.96)
(DISTRIBUTION & $$)	901 - 3200 - 11 - 7401 - 0000	*the extended totals column*			38,434.96

COMMENTS:
Sourcewell Master Agreement # 042021-MOT, State Contract Number - 99999-SPD-T20250623-0002

Totals: $ 38,434.96

FY24 Purchase Order

COG USE ONLY

PRICING METHOD:

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

Copy emailed to Supplier
Supplier Notified

Police / 9-14-23
Dept / Requestor / Date

COG USE ONLY
AS 9/18/23
Purchasing / Date

Police / 9-14-23
Department Mgr / Date

Deborah M. Gillert 9.18.2023
Finance Director / Date

City Manager / Date

BOARD / Date

TERMS AND CONDITIONS OF PO / CONTRACT

ARTICLE 1 PURCHASE ORDER AUTHORIZATION

Vendors are required to be registered with the City and to have an authorized City Purchase Order (P.O.) before any items/goods/services are delivered. Any shipments made prior to the receipt of a City P.O. are made at the sole risk of the vendor. Payment may be withheld for any and all items/goods/services delivered without an authorized P.O.

ARTICLE 2 PURCHASE ORDER NUMBER

The Purchaser's purchase order number and the successful seller's name (from the bid or proposal) must appear on all packing slips, packages, invoices, bills of lading, warehouse receipts and correspondence with Purchaser. Materials must be properly packaged and marked with the order number. Damaged material will not be accepted.

ARTICLE 3 ACCEPTANCES

All terms and conditions of the purchase order shall become part of the contract between the Seller and Purchaser; the Seller's different or additional terms will not become part of this contract.

ARTICLE 4 PRICE

Seller warrants that the prices quoted hereunder are the lowest prices these or similar articles are sold by the Seller to other customers and in the event of any price reduction between execution of the purchase order and delivery of the goods, purchaser shall be entitled to such reduction.

ARTICLE 5 DELIVERIES, TITLE AND RISK OF LOSS

Title shall pass to Purchaser on delivery of the conforming goods to Purchaser's designated plant or location. Notwithstanding any agreement to pay freight express or other transportation charges, the risk of loss or damage in transit shall be upon the Seller. Delivery shall not be complete until the goods have been actually received, inspected and accepted by the Purchaser.

ARTICLE 6 PARTS

The Seller agrees to make functional parts available for a period of five years after final production run.

ARTICLE 7 WARRANTIES

The Seller warrants that the goods and services supplied hereunder will be of good workmanship and of proper materials, free from defects and in accordance with specifications. If the Seller knows of the Purchaser's intended use, the Seller warrants that the goods or services are suitable for that intended use.

ARTICLE 8 REMEDIES

Regardless of whether goods are being sold or leased or whether services are being performed, the Seller and Purchaser agree that both parties have all the Uniform Commercial Code rights, duties, and remedies available as well as all remedies allowed by law and the purchase order.

ARTICLE 9 CONFLICTS OF LAWS

The agreement of purchase and the performance of the parties hereunder shall be construed with and governed by the laws of the State of Georgia.

ARTICLE 10 MODIFICATIONS

No modifications in prices, delivery methods or schedule, quality, quantity, specifications or any other term of the contract will be effective unless agreed to in writing, signed by Procurement

ARTICLE 11 PATENT INFRINGEMENT

Seller shall hold purchaser harmless from all judgments and expenses arising out of any alleged patent infringement by our use of the merchandise ordered.

ARTICLE 12 TERMINATIONS FOR CAUSE

Purchaser may terminate this contract for cause in the event of a default by Seller. In such event, Purchaser shall not be liable to Seller for any amounts, and Seller shall be liable for and shall hold Purchaser harmless from any damage occasioned by Seller's breach or default.

ARTICLE 13 TERMINATIONS FOR CONVENIENCE

Purchaser may at any time terminate the order in whole or in part for its convenience upon which written notice to Seller in which event Seller shall be entitled to reasonable termination charges which reflects the percentage of the work performed prior to termination.

ARTICLE 14 ENTIRE AGREEMENTS

The purchase order and any documents referred to on the face thereof constitute the entire agreement between the parties and can only be modified in writing and signed by both parties. No part of this order may be assigned or subcontracted without the written approval of the Purchaser. Any moneys due Purchaser from Seller can be set off from any moneys due Seller from Purchaser whether or not under this contract. Purchaser's failure to insist on any right shall not operate as a waiver of any other right. Time is of the essence of this contract.

ARTICLE 15 WORKS ON PREMISES

If the order includes work to be performed on Purchaser's premises, Seller agrees to indemnify the Purchaser from all loss or damage arising out of such work, to observe the highest safety standard, to maintain adequate insurance and to furnish evidence of such insurance at Purchaser's request.

ARTICLE 16 QUALITY GUARANTEE

If any product delivered does not meet applicable specifications, or if the product shall not produce the effect that the supplier represents to the City, the supplier shall pick up the product from the City at no expense to the City. Also, the supplier shall refund to The City of Griffin any money which has been paid for the same. The supplier shall be responsible for attorney fees in the event the supplier defaults and court action is required.

ARTICLE 17 QUALITY TERMS

The City reserves the right to reject any and/or all materials if, in its judgment, the items reflect unsatisfactory workmanship, manufacturing or shipping damage.

MOTOROLA SOLUTIONS

QUOTE-2237730
12 APX 4500 Radios

Billing Address:
GRIFFIN POLICE DEPT, CITY
OF
P O BOX T
GRIFFIN, GA 30224
US

Quote Date:07/18/2023
Expiration Date:10/16/2023
Quote Created By:
Parks McIntosh
Account Executive
Parks.McIntosh@
motorolasolutions.com

End Customer:
GRIFFIN POLICE DEPT, CITY OF
D. Jett
djett@cityofgriffin.com
+1.770.229.6425

Line #	Item Number	Description	Qty	List Price	Sale Price	Ext. Sale Price
	APX™ 4500 Enhanced					
1	M22URS9PW1BN	APX4500 ENHANCED 7/800 MHZ MOBILE	8	$2,117.44	$1,545.73	$12,365.84
1a	G24AX	ENH: 3 YEAR ESSENTIAL SVC	8	$216.00	$216.00	$1,728.00
1b	GA00235AA	ADD: NO GPS ANTENNA NEEDED APX	8	$0.00	$0.00	$0.00
1c	GA00580AA	ADD: TDMA OPERATION	8	$495.00	$361.35	$2,890.80
1d	G67DQ	ADD: REMOTE MOUNT O2 APXM	8	$327.00	$238.71	$1,909.68
1e	QA02756AD	ADD: 3600 OR 9600 TRUNKING BAUD SINGLE SYSTEM	8	$1,727.00	$1,260.71	$10,085.68
1f	B18CR	ADD: AUXILIARY SPKR 7.5 WATT APX	8	$66.00	$48.18	$385.44
1g	G843AH	ADD: AES ENCRYPTION AND ADP	8	$523.00	$381.79	$3,054.32
1h	GA00804AA	ADD: APX O2 CH (GREY)	8	$541.00	$394.93	$3,159.44
1i	G444AH	ADD: APX CONTROL HEAD SOFTWARE	8	$0.00	$0.00	$0.00

Any sales transaction following Motorola's quote is based on and subject to the terms and conditions of the valid and executed written contract between Customer and Motorola (the ""Underlying Agreement"") that authorizes Customer to purchase equipment and/or services or license software (collectively ""Products""). If no Underlying Agreement exists between Motorola and Customer, then Motorola's Standard Terms of Use and Motorola's Standard Terms and Conditions of Sales and Supply shall govern the purchase of the Products.
Motorola Solutions, Inc.: 500 West Monroe, United States - 60661 ~ #: 36-1115800

Line #	Item Number	Description	Qty	List Price	Sale Price	Ext. Sale Price
1j	W22BA	ADD: STD PALM MICROPHONE APX	8	$79.00	$57.67	$461.36
1k	W969BG	ADD: MULTIKEY OPERATION	8	$363.00	$264.99	$2,119.92
1l	G174AD	ADD: ANT 3DB LOW-PROFILE 762-870	8	$47.00	$34.31	$274.48

Grand Total $38,434.96(USD)

Notes:

- Unless otherwise noted, this quote excludes sales tax or other applicable taxes (such as Goods and Services Tax, sales tax, Value Added Tax and other taxes of a similar nature). Any tax the customer is subject to will be added to invoices.

Any sales transaction following Motorola's quote is based on and subject to the terms and conditions of the valid and executed written contract between Customer and Motorola (the ""Underlying Agreement"") that authorizes Customer to purchase equipment and/or services or license software (collectively ""Products""). If no Underlying Agreement exists between Motorola and Customer, then Motorola's Standard Terms of Use and Motorola's Standard Terms and Conditions of Sales and Supply shall govern the purchase of the Products.

Motorola Solutions, Inc.: 500 West Monroe, United States - 60661 ~ #: 36-1115800

AGENDA ITEM SUMMARY

ITEM SUMMARY:

Consider, on second reading, an ordinance amending Chapter 78, Code of Griffin, by adding Article VII, Street Renaming and Honorary Street Designation. *Staff Attorney, Kelsey Carden, will address.*

SPECIAL CONSIDERATIONS OR CONCERNS:

The proposed ordinance establishes the requirements and procedures for the application, review, and consideration by the Board of Commissioners of requests to rename streets within the City of Griffin. The ordinance further provides procedures for applications related to address reassignments and applications for honorary street designations for purposes of commemorating persons or groups of persons who have made a historical contribution of service on a local, regional, national, or international basis through honorary street signage.

Each of these applications will be submitted to the City's GIS Department which will ensure application completion and consult and/or notify persons or agencies who may wish to object, including the City's fire and police departments, E-911, the United State Postal Service, Spalding County, and others. Applications for street renaming and honorary designation shall be subject to a public hearing whereby the Board may consider citizens comments for or against a particular application, as well as the recommendation of Staff.

The ordinance also establishes a separate procedure whereby GIS may initiate a street renaming when necessary for health, safety, welfare, and efficiency of the emergency response system. These requests are also submitted to the Board before final action.

STAFF RECOMMENDATION:

Staff recommends approval.

FINANCIAL IMPACT:

Street Renaming Application Fee: $150.00
Honorary Street Designation Application Fee: $50.00

Applicants are required to pay the estimated costs for the creation and installation of street signage associated with the approval of the street renaming or honorary street designation. However, application fees and signage fees are waived if initiated by a Commissioner, another government agency/department, or any City of Griffin Department.

Applications for address reassignment do not require an application fee.

Submitted By:
Susan Bartholomew

Meeting Date:
26/09/2023

Reviewed By:
Jessica O'Connor

ATTACHMENTS:
Street Naming and Honorary Street Designation Ordinance - v.4 9.6.23.pdf

No. 23 –

AN ORDINANCE

AN ORDINANCE, AMENDING THE CODE OF GRIFFIN, GEORGIA, AT CHAPTER 78, STREETS, SIDEWALKS AND OTHER PUBLIC PLACES, BY ADDING A NEW ARTICLE, TO BE NUMBERED ARTICLE VII, STREET RENAMING AND HONORARY STREET DESIGNATIONS, TO PROVIDE FOR PROCEDURES FOR THE STREET RENAMING APPLICATION PROCESS; TO PROVIDE FOR PROCEDURES FOR THE HONORARY STREET DESIGNATION APPLICATION PROCESS; TO PROVIDE FOR FEES RELATED TO APPLICATIONS FOR STREET RENAMING AND HONORARY STREET DESIGNATION; TO PROVIDE FOR PROCEDURES FOR THE ADDRESS REASSIGNMENT PROCESS; TO PROVIDE FOR EMERENCY STREET RENAMING BY THE CITY; TO PROVIDE FOR SEVERABILITY; TO PROVIDE AN EFFECTIVE DATE; TO REPEAL ALL ORDINANCES AND PARTS OF ORDINANCES IN CONFLICT HEREWITH; AND FOR OTHER PURPOSES.

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

Section 1. The Code of Griffin, Georgia is hereby amended at Chapter 78, STREETS, SIDEWALKS AND OTHER PUBLIC PLACES, by adding a new Article, to be numbered Article VII, STREET RENAMING AND HONORARY STREET DESIGNATION, which shall include the following language:

"CODE OF GRIFFIN, GEORGIA

CHAPTER 78 – STREETS, SIDEWALKS AND OTHER PUBLIC PLACES

ARTICLE VII – STREET RENAMING AND HONORARY STREET DESIGNATION

Sec. 78-155 - Short Title.

This article shall be titled the "City of Griffin Street Renaming and Honorary Street Designation Ordinance."

Sec. 78-156. – Intent; purpose.

The purpose of this ordinance is to establish and document standards and consistent procedures for the renaming and honorary designation of streets under the administrative control of the City of Griffin. Street names provide a common, systematic means by which people, places, and events can be located within the community. In addition to providing address information, street names are commonly used in local government to dispatch emergency services, provide municipal services, process tax billing, describe locations, and record events. Street names are also used by the United States Postal Service, utilities, delivery services, and the populace as they go about their work and everyday wayfinding.

This ordinance is intended to provide citizens and businesses that may have an interest in a proposed street name change with an opportunity to address the Board of Commissioners. It is also intended to minimize costly address database errors, reduce missed service provision, and protect property and save lives by facilitating the correct dispatch of emergency services. The ordinance also provides consistent procedures for honorary street designations within the community which may require the utilization of municipal resources and which may be of a significant interest to citizens or groups within the community.

Sec. 78-157. – Definitions.

Applicant shall mean the individual, group, government agency, or other entity initiating a street renaming or honorary street designation request.

Affected Owner(s) shall mean owner(s) of parcels that abut the right-of-way of the street to be renamed.

Affected Parcels shall mean parcels that abut the right-of-way of the street to be renamed.

Affected Tenant(s) shall mean individuals or entities that may not own a Parcel abutting the right-of-way of the street to be renamed, but who may reside or have a business on said Parcel(s). The determination of the number of Affected Tenants shall be made by available City records at the time the Application is reviewed.

E-911 shall mean the Emergency 911 system that links emergency callers with the appropriate public services.

GIS shall mean the City of Griffin GIS Department responsible for maintaining the City's Geographic Information System, including records of road names and addressing.

Honorary Street Designation are streets marked by commemorative signage to honor a person, group of persons, or events of significance and do not change the official name of the street or associated property addresses.

Parcel shall mean a definitive platted lot or other tract of land shown as a tax parcel on the most recent official tax map of Spalding County, Georgia and assigned its own unique tax parcel number by the Spalding County Tax Assessor.

Petition shall mean a petition which has been signed by sixty-six percent (66%) of Affected Parcel Owners or Affected Tenants who are in favor of the street renaming or honorary street designation.

Street shall mean a public or private one-way or two-way road for ingress and/or egress. Such roads may be of various types including frontage roads, rear access roads, roads with cul-de-sacs and dead-end roads. The definition includes secondary roads but does not include driveways.

USPS shall refer to the United States Postal Service.

Sec. 78-158. – Street renaming.

(a) *Application.* Any Commissioner, government agency, City Department, Affected Owner, or Affected Tenant that desires to change an existing street name must submit an application to the GIS Director, in writing, via the form provided by the GIS Director. This procedure is independent of that established for naming or changing the name of a street for emergency purposes. The application shall not be considered complete until the following has been submitted:

(1) A GIS Application providing the proposed new name of the subject street and the name, signature, mailing address, and contact information of the Applicant;

(2) A justification for the name change requested;

(3) A letter size (8.5x11) map showing the extent of the road for which the name change is being proposed with the affected parcels highlighted;

(4) A Petition meeting the requirements set forth in Subsection (b) of this Section;

(5) Payment of a non-refundable administrative fee of $150.00, provided that such fee shall be waived if an application is initiated by a Commissioner, another government agency/department, or any City of Griffin Department.

(b) *Petition.* An application for street renaming shall include a Petition, completed on a form provided by the GIS Department, stating the proposed name change and signed by Affected Owners or Tenants of at least sixty-six percent (66%) of the Parcels abutting the right-of-way of the street to be renamed. Only one signature per parcel shall be considered in evaluating whether the requisite threshold has been met. Determination of the Affected Owners and/or Affected Tenants will ultimately be made by the GIS Director.

(c) *Internal Research and Processing.* Upon receipt of a complete application authenticated by the GIS Department, the following internal research and processing steps shall be taken:

(1) GIS shall review the request for continuity. Renaming shall only be considered where an entire street would be affected. Renaming of a segment of a street, where a transition from one name to another at some geographic point would result, shall not be considered. If a requested name change would result in problems of continuity, the GIS Director shall notify the Applicant, in writing via any contact information provided, that the Application cannot be considered and provide an explanation for the rejection. All other objections by GIS, including duplication in wording, sound, or pronunciation with an existing road within Spalding County, regardless of distance between the addresses shall be noted in the Application file.

(2) The signatures on the Petition shall be reviewed by GIS to confirm Affected Owners or Tenants of at least sixty-six percent of the Affected Parcels have consented to the name change. Signatures will be authenticated at GIS discretion. If GIS determines that the requisite number of signatures have not been provided based on evaluation of the Affected Owners and Affected Tenants or an evaluation of the Petition, the GIS

Director shall notify the Applicant, in writing via any contact information provided, that the Application cannot be considered and provide an explanation for the rejection.

(3) GIS shall consult the Fire Chief, the Chief of Police regarding the Application. Any objections to the name change by the Fire Chief or Chief of Police shall be noted in the Application file, and options for mitigating the public safety concerns shall be explored. In the event the objections cannot be resolved, the City's public safety objections shall be considered in GIS's recommendation to the Board of Commissioners.

(4) GIS shall notify the Spalding County Sheriff's Department, E-911, and the Tax Assessor of the application for street name change via Certified Mail and provide a reasonable deadline by which objections must be provided to GIS. If objections are not received by the deadline set forth in the notice, GIS shall consider the application uncontested by the Sheriff's Department, E-911, and the Tax Assessor. Any objections received in response to this notice shall be noted in the Application file and shall be considered in GIS's recommendation to the Board of Commissioners.

(5) GIS shall determine an estimated cost for the creation and installation of street signage associated with the approval of the street renaming. Prior to the scheduling of a public hearing, the Applicant must provide payment of the estimated costs of street signage to the City of Griffin pending approval by the Board of Commissioners.

(d) *Notice of Public Hearing.* The public hearing on the Application shall be scheduled at a public meeting of the Board of Commissioners. GIS shall send a notice to all Affected Owners and Affected Tenants, via regular mail through USPS with proper postage affixed, at least fourteen (14) days prior to the public hearing. The notice shall provide the current street name, the proposed street name, a location description of the street to be renamed, and the date, time, and location of the public hearing. Notice of the public hearing shall be provided to the Applicant, in writing, via any method of contact provided in the Application.

(e) *Public Hearing.* At the public hearing, the GIS Director or their designee shall first present a recommendation to the Board of Commissioners based on principals of addressing and street naming, feedback from City of Griffin public safety, the Sheriff's Department, E-911, and the Tax Assessor, and the costs of creation and installation of new street signage. Both proponents and opponents shall be provided equal opportunity to speak in favor or opposition of the Application. The presentation of those for and against an Application may be limited to a reasonable length of time, provided that each side shall have at least ten (10) minutes. The Applicant shall be permitted to use the entire ten (10) minutes for proponents of the Application.

(f) *Decision.* The decision to rename a street within the City of Griffin shall be made by and in the sole discretion of the Board of Commissioners of the City of Griffin, and decisions by the Board of Commissioners shall be final and conclusive. The Board of Commissioners shall take final action after the conclusion of the public hearing, unless the Board defers final action pending the provision of additional information by either the Applicant or City Staff. In the event of a deferral, the Board of Commissioners shall not be required to conduct an additional public hearing prior to taking final action on the Application. Reapplication for the changing

of a specific street shall not be considered for a period of one (1) year following declination by the Board of Commissioners.

(g) *Notification following final action; effective date of change.* The renaming of any street within the City of Griffin shall not become effective until at least ninety (90) calendar days after the final action, or as otherwise specified by the Board of Commissioners. Within fifteen (15) calendar days of the final action, official notice of an approved renaming of a street shall be sent by regular mail or, if feasible, electronic mail, to:

(1) Affected Owners and Affected Tenants;

(2) Spalding County Sheriff's Department;

(3) E-911;

(4) Spalding County Tax Assessor;

(5) City of Griffin Police Department and Fire Department;

(6) City of Griffin Customer Service and Utility Departments;

(7) USPS.

The owner of the Affected Parcel shall post the changed address numbers within thirty (30) days of such notice. The owner and/or tenant of the Affected Parcel will be responsible for notifying all suppliers and others of the address change.

(h) *Return of Fees for Signage Upon Denial.* If the Board of Commissioners take final action to deny the Application for street renaming, the fees paid to the City for the creation and installation of street signage shall be reimbursed within thirty (30) days of the denial. The administrative fee is non-refundable and shall not be returned. The City shall not be responsible for the redistribution of monies fundraised by the Applicant for the street signage fee.

(i) *Exemption from Costs.* If an Application for street renaming is initiated by a Commissioner, a City of Griffin Department, or other government agency/department, all administrative fees and signage fees mentioned herein will be waived.

Sec. 78-159. Renaming of Streets for Emergency Purposes.

The City of Griffin may change the name of any street in the City of Griffin, not under the jurisdiction of the State or Federal government, as necessary for health, safety, welfare reasons, and efficiency of the emergency response system. The most common reason for emergency renaming of a street is for duplicative or similarly spelled or pronounced street names within Spalding County which can cause serious confusion for E-911 dispatchers and emergency responders when two or more road names exist on opposite sides of town and the person in need of assistance is unable to speak or clarify their location.

Owners and tenants of Affected Parcels shall be notified in writing via USPS regular mail. The proposed street renaming shall be presented to the Board of Commissioners for final action, but no public hearing shall be required. Owners and tenants of Affected Parcels shall be permitted to speak at public comment if desired. In the event of a conflict in either street naming or addressing, GIS and City public safety departments shall use best judgements to resolve the conflict and have

the responsibility of notifying the Affected owners and tenants, E-911, USPS, Spalding County agencies, and others.

Sec. 78-160. - Address Reassignment.

Requests to change an address do not constitute applications for street renaming and shall require an application for address reassignment submitted to GIS via an approved form. GIS has the authority to change addresses as necessary for conformity throughout the City of Griffin and to ensure efficiency of the emergency response system. If an address is changed for any reason, GIS shall be responsible for assigning the new address number.

Requests will be reviewed within ten (10) business days for consideration and approval, but the time for review may be extended should further consideration be needed. When such change is made, GIS shall notify the building owner, USPS, City of Griffin departments, City of Griffin emergency services, Spalding County emergency services, and the Spalding County Tax Assessor. The Affected Owner of the parcel shall post the changed address within thirty (30) days of receipt of such notice. The Affected Owner and Affected Tenants will be responsible for notifying all suppliers and others of the address change.

Sec. 78-161. - Honorary Street Designation.

(a) *Applicability; Effect of Honorary Street Designations.* In contrast to a street renaming, an honorary street designation does not change the Official Street Name or the associated property addresses. The honorary street designation is a way to commemorate an individual with special signage placed away from the intersection to avoid confusion with the primary road name. Signage honoring the accomplishments of Griffin-Spalding County Schools or its sports teams shall be excluded from this Section.

(b) *Applications.* Any Commissioner, member of City Staff, or member of the public may formally request an honorary street designation of a public street within the City of Griffin by application, in writing, submitted to the GIS Department, via the form provided by the GIS Director. The application shall not be considered complete, and shall not be presented to the Board of Commissioners, until the following has been submitted:

(1) A GIS Application providing the name of the subject street, the proposed honorary designation, and the name, signature, mailing address, and contact information of the Applicant;

(2) An explanation of the merits of the honorary street designation that shows that the person or group of persons to be honored or commemorated by the honorary street designation satisfies the criteria set forth in Subsection (c);

(3) A letter size (8.5x11) map showing the extent of the street for which the honorary street designation is being proposed;

(4) Documentation showing written consent from family members, estates, or groups connected to the persons or groups of persons to be commemorated by the honorary street designation;

(5) Payment of a non-refundable administrative fee of $50.00, provided that such fee shall be waived if an application is initiated by a Commissioner, another government agency/department, or any City of Griffin Department.

(c) *Criteria Required for Honorary Street Designations.* All proposals for honorary street designation seeking to honor, celebrate, or commemorate a person or group of persons shall satisfy the following criteria:

(1) Person(s) honored shall have been born or lived in the City of Griffin or have had a strong and/or enduring connection with the City through a historical contribution of service on a regional, national, or international basis;

(2) Person(s) honored must have made a unique and outstanding contribution to the life or history of Griffin through outstanding achievement, distinctive service, or significant community contribution;

(3) Consideration should be given to what other commemorations already exist in honor of the person or group of persons within the City;

(4) Proposals to commemorate living person(s) through honorary street designations shall not be considered, provided however that a designation referencing a group of persons may be considered regardless of whether or not the group is still active or whether individual persons within said group are still living;

(5) If a proposal is intended to commemorate an individual person, the honorary street designation should only be considered twelve (12) months after the proposed honoree's death;

(6) Proposals for honorary designation of person(s) shall not be considered without consent from the family members, estates, or groups connected to the person or group of persons; and

(7) Proposals for honorary street designations must be associated with streets within or under the administrative control of the City of Griffin, and cannot be associated with streets owned or maintained by state or federal agencies.

(d) *Internal Research and Processing.* Upon receipt of a complete application authenticated by the GIS Department, the following internal research and processing steps shall be taken:

(1) GIS shall conduct a preliminary study to ensure the proposal satisfies the criteria set forth in Subsection (c) of this Section and may seek the advice of internal and/or external parties in the evaluation of the application's proposal. The preliminary study shall include consultation with the Director of Public Works on maintenance obligations for honorary signage, the costs of creation and installation of signage, and the placement of the honorary signage.

(2) If an application fails to meet any of the criteria set forth in Subsections (c)(4) through (c)(7) of this Section, the GIS Director shall notify the Applicant, in writing via any contact information provided, that the Application cannot be considered and provide an explanation for the rejection.

(3) GIS shall obtain an estimated cost for the creation and installation of signage required for the honorary street designation. Prior to the scheduling of a public hearing, the Applicant must provide payment of the estimated costs of street signage to the City of Griffin pending approval by the Board of Commissioners.

(e) *Notice of Public Hearing.* The public hearing on the Application shall be scheduled at a public meeting of the Board of Commissioners. Notice of the public hearing shall be provided to the Applicant, in writing, via any method of contact provided in the Application.

(f) *Public Hearing.* At the public hearing, the GIS Director or their designee shall first present a recommendation to the Board of Commissioners based on the contents of the Application, the criteria, and the administrative burden on City staff of creating, placing, and maintaining new signage. Both proponents and opponents shall be provided equal opportunity to speak in favor or opposition of the Application. The presentation of those for and against an Application may be limited to a reasonable length of time, provided that each side shall have at least ten (10) minutes. The Applicant shall be permitted to use the entire ten (10) minutes for proponents of the Application

(g) *Decision.* The decision to approve an honorary street designation shall be made by and in the sole discretion of the Board of Commissioners of the City of Griffin, and decisions by the Board of Commissioners shall be final and conclusive. The Board of Commissioners shall take final action after the conclusion of the public hearing, unless the Board defers final action pending the provision of additional information by either the Applicant or City Staff. In the event of a deferral, the Board of Commissioners shall not be required to conduct an additional public hearing prior to taking final action on the Application. Reapplication for a specific honorary street designation shall not be considered for a period of one (1) year following declination by the Board of Commissioners.

(h) *Action Following Approval.* Following approval of the Application by the Board of Commissioners, the City shall arrange for the creation and installation of the honorary street designation signage as soon as practicable. Upon the installation of the signage, GIS shall ensure the honorary street designation signage is documented in the City's GIS system, if required, with GPS coordinates.

(i) *Return of Fees for Signage Upon Denial.* If the Board of Commissioners takes final action to deny the Application for honorary street designation, the fees paid to the City for the creation and installation of street signage shall be reimbursed within thirty (30) days of the denial. The administrative fee is non-refundable and shall not be returned. The City shall not be responsible for the redistribution of monies fundraised by the Applicant for the street signage fee.

(j) *Exemption from Costs.* If an Application for honorary street designation is initiated by a Commissioner, a City of Griffin Department, or other government agency/department, all administrative fees and signage fees mentioned herein will be waived.

(k) *Removal of Honorary Signage.* Honorary street designations may be removed after a twenty (20) year period at the Board's discretion. Upon the removal of the honorary street designation signage, the sign may be turned over to the Applicant who applied for the honorary designation.

Nothing herein shall prevent the Applicant or any other party from applying for an honorary street designation again.

Notwithstanding the standard twenty-year designation, under extraordinary circumstances when the continued use of the honorary street designation would compromise the public trust and reflect adversely upon the City, the Board of Commissioners reserves the right to remove the honorary street designation and the associated signage. Determining the existence of extraordinary circumstances which warrant the removal of the designation and signage shall be within the sole discretion of the Board of Commissioners. The City is under no obligation to reimburse donations or otherwise pay damages to an Applicant or donor following the removal of the designation and signage.

Sec. 78-162. – Appeals.

All actions taken by the Board of Commissioners related to Applications submitted pursuant to this Article shall be final. However, decisions made by the GIS Director or their designee, pursuant to the administrative duties set forth in this Article, shall be subject to an optional appeal to the Board of Commissioners, provided the Applicant files a notice of appeal, in writing, to the City Manager or their designee within fifteen (15) days of the notification of the decision. In the absence of a notice of appeal within fifteen (15) days of the notification of the denial, the decision of the GIS Director shall be final.

The notice of appeal shall include the name of the Applicant and a summary of the request as set forth in the Application. The appealed application/decision shall be placed on a public meeting for review by the Board of Commissioners. The Commissioners shall make its final decision on the appeal, in conformity with this Article, and its decision shall be final and conclusive.

Sec. 78-162. – Liability.

The City of Griffin, its officers, agents, or employees, together with any person following their instructions in rendering services, are not liable for civil damages as a result of an act or omission under this Article, including but not limited to, developing, adopting, operating, or implementing and addressing system or plan. “

Section 2. All ordinances and Code sections, or parts thereof, in conflict with the foregoing are expressly repealed.

Section 3. 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 4. 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 5. This ordinance shall become effective immediately upon adoption on second and final reading.

First Reading: September 12, 2023

Second Reading: September 26, 2023

AGENDA ITEM SUMMARY

ITEM SUMMARY:

Consider amending the Unified Development Code, Article 5, Section 504E and adding Section 504H for the purpose of allowing chicken keeping as an accessory use subject to limitations set forth therein. *Director of Planning and Development, Chad Jacobs, will address.*

SPECIAL CONSIDERATIONS OR CONCERNS:

The proposed text amendment would add chicken keeping, for purposes of companionship and egg production, to the list of permitted accessory uses and structures in Section 504E subject to conditions.

The amendment would add Section 504H to the UDC, providing for the conditions for chicken keeping in residential zoning districts as follows:

a. Must be on a parcel no less than 0.25 acres in size;
b. No more than 3 chickens allowed on a parcel;
c. No roosters shall be allowed;
d. Chickens must be kept in a fenced area behind the primary structure;
e. Chicken coops may be no more than six feet in height;
f. All coops and surrounding areas must be maintained and kept clean so as not to become a nuisance. Coops and feed are to be secured at all times to prevent any potential nuisance, including mice, pests, and other rodents; and
g. Chickens shall only be kept as pets and/or for egg production. Chickens shall not be kept for slaughter.

Under the amended code, failure to abide by these conditions may result in a citation carrying a fine of up to $1,000.00 and/or an order for the removal of the chickens from the property due to non-compliance. Repeated violations may be subject to an *in rem* nuisance action.

STAFF RECOMMENDATION:

Staff recommends APPROVAL of the proposed text amendment as presented.

At its meeting on Monday, September 18, 2023, the Planning and Zoning Board recommended CONDITIONAL APPROVAL (5-0). Following presentation by a citizen during the public hearing, the Planning and Zoning Board recommended that the following conditions be added to Section 504H prior to adoption:

a. Require that chickens be kept in a "proper enclosure" within the fenced area behind the primary residence;
b. Require that coops and runs be fully enclosed on all sides and the tops using tightly woven wire to deter potential nuisance;
c. Require minimum setbacks of 5 feet from all property lines;
d. Assign a maximum square footage for coops and runs; and
e. Prohibit free range chickens at any time

FINANCIAL IMPACT:

There are no fees associated with this amendment. However, if adopted, violations of the Code would bear a fine of up to $1,000.00 per violation.

Submitted By:
Kelsey Carden

Meeting Date:
26/09/2023

Reviewed By:
Jessica O'Connor

ATTACHMENTS:
ORD - Chicken Keeping Amendment to UDC Article 5.pdf
REDLINE - Chicken Keeping 504E and 504H.pdf

No. 23 –

AN ORDINANCE

AN ORDINANCE, AMENDING THE TEXT OF THE UNIFIED DEVELOPMENT CODE OF THE CITY OF GRIFFIN, GEORGIA BY AMENDING ARTICLE 5, USE PROVISIONS: PERMITTED, SPECIAL, ACCESSORY AND NONCONFORMING, SECTION 504, ACCESSORY USES AND STRUCTURES, SECTION 504E TO PROVIDE FOR CHICKEN KEEPING AS AN ACCESSORY USE SUBJECT TO REGULATIONS IN SECTION 504H; ADDING SECTION 504H TO PROVIDE FOR REGULATIONS RELATED TO CHICKEN KEEPING FOR COMPANIONSHIP AND EGG PRODUCTION IN RESIDENTIAL ZONING DISTRICTS; TO PROVIDE AN EFFECTIVE DATE; TO PROVIDE FOR SERVERABILITY; TO RESTATE AND REAFFIRM THE UNIFIED DEVELOPMENT CODE OF GRIFFIN, GEORGIA, AS MODIFIED HEREBY; TO REPEAL ALL CODE PROVISIONS, ORDINANCES OR PARTS THEREOF IN CONFLICT HEREWITH; AND FOR OTHER PURPOSES.

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

Section 1. The Unified Development Code of the City of Griffin, Georgia, Article 5, USE PROVISIONS: PERMITTED, SPECIAL, ACCESSORY AND NONCONFORMING, Section 504, ACCESSORY USES AND STRUCTURES; TEMPORARY USES, Section 504E is hereby amended to read as follows:

"**504 E.**

Permitted accessory uses and structures include the following:

1. Private garage;
2. Storage structure for equipment and supplies in maintaining the principal dwelling and grounds;
3. Private swimming pool, which shall be enclosed by a fence a minimum height of four feet;
4. Decks, patios, gazebos, grills or similar facilities;
5. Private tennis court, basketball court, volleyball court or similar outdoor sport facility, provided that lights are not used which would in any way be a nuisance to neighbors or the community;
6. Non-commercial garden, greenhouse, cold frame or similar structure;
7. Private boat docks and boat houses on lots adjoining a water body to which the residents of the development have legal right access;

8. Pump and well houses for on-site irrigation, with the exception of MDR, HDR-A, HDR-B and PRD zoning districts for which they are prohibited.

9. Ground-based satellite dish antennas shall be placed in a side or rear yard only and shall be a minimum of five feet from all property lines.

10. Chicken keeping for purposes of companionship and egg production, pursuant to the regulations and limitations set forth in Section 504H."

Section 2. The Unified Development Code of the City of Griffin, Georgia, is hereby amended at Article 5, USE PROVISIONS: PERMITTED, SPECIAL, ACCESSORY AND NONCONFORMING, Section 504, ACCESSORY USES AND STRUCTURES; TEMPORARY USES, by adding Section 504H which shall provide as follows:

"**504H**

The raising and keeping of chickens for purposes of companionship and/or egg production shall be permitted as an accessory use in all residential zoning districts provided compliance with the following:

(a) Must be on a parcel no less than 0.25 of an acre in size;

(b) No more than three (3) chickens shall be allowed on a parcel;

(c) No roosters shall be allowed;

(d) Chickens must be kept in a fenced area behind the primary structure;

(e) Chicken coops may be no more than six (6) feet in height;

(f) All coops and surrounding areas must be properly maintained and kept clean so as not to become a nuisance. Coops and feed are to be secured at all times to prevent any potential nuisance, including mice, pests, or other rodents.

(g) Chickens shall only be kept as pets and/or for egg production. Chickens shall not be kept for slaughter.

Failure to comply with any requirement of this section will constitute a violation of code and may result in a citation. The City of Griffin Municipal Court may impose a fine up to $1,000 and/or order the removal of the chickens from the property due to non-compliance. Repeated violations or violations which constitute a nuisance may be the subject of an in-rem action pursuant to Code of Griffin, Chapter 22, Article IV."

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

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

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

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

Planning & Zoning Reading: September 18, 2023
Public Hearing & Board of Commissioners Reading: September 26, 2023

504 E.

Permitted accessory uses and structures include the following:

1. Private garage;
2. Storage structure for equipment and supplies in maintaining the principal dwelling and grounds;
3. Private swimming pool, which shall be enclosed by a fence a minimum height of four feet;
4. Decks, patios, gazebos, grills or similar facilities;
5. Private tennis court, basketball court, volleyball court or similar outdoor sport facility, provided that lights are not used which would in any way be a nuisance to neighbors or the community;
6. Non-commercial garden, greenhouse, cold frame or similar structure;
7. Private boat docks and boat houses on lots adjoining a water body to which the residents of the development have legal right access;
8. Pump and well houses for on-site irrigation, with the exception of MDR, HDR-A, HDR-B and PRD zoning districts for which they are prohibited.
9. Ground-based satellite dish antennas shall be placed in a side or rear yard only and shall be a minimum of five feet from all property lines.
10. Chicken keeping for purposes of companionship and egg production pursuant to the regulations and limitations set forth in Section 504H.

504 H.

The raising and keeping of chickens for purposes of companionship and/or egg production shall be permitted as an accessory use in all residential zoning districts provided compliance with the following:

(a) Must be on a parcel no less than 0.25 of an acre in size;

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(e) Chicken coops may be no more than six (6) feet in height;

(f) All coops and surrounding areas must be properly maintained and kept clean so as not to become a nuisance. Coops and feed are to be secured at all times to prevent any potential nuisance, including mice, pests, or other rodents.

(g) Chickens shall only be kept as pets and/or for egg production. Chickens shall not be kept for slaughter.

Failure to comply with any requirement of this section will constitute a violation of code and may result in a citation. The City of Griffin Municipal Court may impose a fine up to $1,000 and/or order the removal of the chickens from the property due to non-compliance. Repeated violations or violations which constitute a nuisance may be the subject of an in-rem action pursuant to Code of Griffin, Chapter 22, Article IV.

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AGENDA ITEM SUMMARY

ITEM SUMMARY:

Consider a Golf Equipment Rental Agreement for rental of golf carts, golf clubs, or other golf equipment by the City of Griffin to customers to be utilized at the Griffin Golf Course. *Public Works Director, Mariza Eller, will address.*

SPECIAL CONSIDERATIONS OR CONCERNS:

The amount of play at the Griffin Golf Course has increased significantly during the last few years. Currently, there is no way to hold golfers accountable for the rising amount of damage to golf equipment at the Griffin Golf Course. This Rental Agreement for Golf Equipment will ensure and protect our equipment and investment in the Griffin Golf Course by establishing a level of accountability during the rental period of use at our Griffin Golf Course. City Attorney, Drew Whalen, has approved the Golf Equipment Rental agreement as to form.

STAFF RECOMMENDATION:

Staff recommends approval.

FINANCIAL IMPACT:

The current fee schedule went before the Board of Commissioners on February 14, 2023 to become effective March 1, 2023. Club set rentals are $20.00 and Cart fees are $15.00. Griffin Golf Course is not requesting to change the rental fees; they will stay the same.

Submitted By:
Mariza Eller

Meeting Date:
26/09/2023

Reviewed By:
Jessica O'Connor

ATTACHMENTS:
9.19.23 Golf Equipment Rental Agreement[75].pdf
Copy of Fee Scedule effective 3-1-23.pdf

Griffin Golf Course

Golf Equipment Rental
Agreement

First Name		**Last Name**	
Email		**Phone #**	
Club Set #		**Cart #**	
Check Out		**Check In**	

*A copy of the guest's Driver's License is to be attached to this agreement. In addition, the guest's credit card information will be kept on file until the Golf Equipment has been returned and inspected.

Rental Guidelines

The City of Griffin, by and through its employees, may rent golf carts, golf clubs or other golfing equipment (hereinafter, "Golf Equipment") as available and in accordance with the rental guidelines contained herein. When stated herein, "Renter," "you" or "your" shall refer to the renter whose name is provided at the top of this form and to whom the Golf Equipment is to be released. "GGC" shall refer to the City of Griffin Golf Course, and "GGC Staff" shall refer to the City of Griffin employees who work at the City of Griffin Golf Course. The City maintains ownership rights over any and all Golf Equipment which may be rented subject to this Rental Agreement.

Rental Equipment/ Damage – Your Responsibility

You hereby agree that while the Golf Equipment is in your possession, YOU ARE SOLELY RESPONSIBLE FOR THE EQUIPMENT RENTED TO YOU. You agree to use the Golf Equipment for its intended recreational use at the Griffin Golf Course ("GGC") only and not for any other reason or use. You shall not remove, alter, disfigure or cover up any numbering, lettering, bar code or insignia displayed upon the equipment and shall ensure that the Golf Equipment is not subjected to careless, unusual or needlessly rough usage. You must return the Golf Equipment to the GGC in the same condition as delivered, with the exception of ordinary wear and tear resulting from proper use. YOU AGREE NOT TO USE THE GOLF EQUIPMENT TO HIT OUT OF NON-PLAYING AREAS OR TERRAIN AND/OR DRIVE GOLF EQUIPMENT OFF OF DESIGNATED AREAS.

Payment & Damage Assessment

The rental of City Golf Equipment requires you to supply us with current credit card information for a valid credit card for which you are the authorized user. The applicable rental fees will be charged to your credit card on the date your rental is initiated. You hereby acknowledge that, in the event you fail to return or otherwise damage the Golf Equipment, the City reserves the right to determine the current retail value of the Golf Equipment or the damage thereto, as provided in the "Damage to Equipment" section of this Rental Agreement. You hereby authorize the City to charge the Damage Assessment to the credit card provided at the time of your rental as provided herein.

Rental Period

The Rental Period is defined as that period of time, which shall be no more than one (1) day, for which you have reserved to rent Golf Equipment. "Day" as used herein shall commence when you take possession of the Golf Equipment and shall end when the equipment is turned into Griffin Golf Course staff at the end of scheduled and/or unscheduled tee time or when the Griffin Golf Course closes. All rental equipment must be returned before the end of the Day. Failure to pick up the equipment by the time stated on the reservation slip may result in the equipment being rented to someone else. No refunds will be provided for a renter's failure to pick up or use the equipment during the rental period.

Damage to Equipment

By renting Golf Equipment from the City of Griffin, you agree to pay for any damage to the equipment you have rented, other than normal wear and tear. Normal wear and tear to the golf clubs includes, but is not limited to, scratches on the bottom of the club head, tee marks on the club head, and grip wear. You will not be charged for damages which GGC Staff has determined were the result of factory defects. Determination of damages is made by GGC Staff, at their sole discretion. The Golf Equipment will be inspected by a GGC Staff prior to the rental pick-up. You are encouraged to inspect the Golf Equipment and mention any discrepancies to GGC Staff before taking the Golf Equipment to ensure you are not deemed responsible for loss or damage you have not incurred.

Upon return of the Golf Equipment, you shall report any loss or damage to the Golf Equipment to the GGC Staff to whom you are returning the equipment. Loss or damage of Golf Equipment may result in a charge to your credit in an amount equivalent to the replacement or pre-rental condition repair costs ("Damage Assessment"). The Damage Assessment costs, and the decision to charge your credit card for the damage, shall be at the sole discretion of GGC Staff. However, GGC Staff will attempt to notify you in advance, via the phone number or email address provided in this Agreement, prior to charging your card for any Damage Assessment.

If your credit card is declined or otherwise fail to pay for the damages, you will be responsible for providing a valid form of payment for the Damage Assessment immediately. THE CITY OF GRIFFIN RESERVES THE RIGHT TO PROHIBIT YOU FROM PLAY AT THE GRIFFIN GOLF COURSE IF YOU HAVE AN OUTSTANDING DAMAGE ASSESSMENT.

Late, Lost or Stolen Clubs

All rented equipment must be returned before the end of each Day. If clubs are not returned by the deadline on the rental agreement you will be charged a rental fee for each day they are late, up to a maximum of two days. If the customer has not contacted GGC within 48 hours past the rental return deadline and GGC has not been able to contact the customer within this time, the customer will be charged the full replacement cost of the rental clubs. If a customer has reported clubs lost, stolen or lost due to fire the customer will be responsible for payment to GGC for the full replacement value of the clubs.

Golf Cart Rental Rules

You must be at least 16 years old and capable of providing a valid driver's license in order to rent a Golf Cart. Carts must remain on cart path or designated areas at all times and shall be operated with appropriate regard for safety and decorum. Anyone engaging in dangerous behavior on a GGC cart, including, but not limited to, reckless driving, speeding, or allowing underage guests operate the cart, may be prohibited from renting any Golf Equipment from the City in the future.

Approved as to Form:

Andrew J. Whalen, III

Andrew J. Whalen, III, City Attorney

Defects, damages, or missing components must be noted PRIOR to sending rental out with the member or guest.

By signing below, the Renter hereby agrees that he/she/they read and understood the foregoing rules for rental of Golf Equipment from the City of Griffin, and upon taking possession of the rented Golf Equipment will abide by all terms provided herein. Renter acknowledges that failure to abide by the rules set forth in this Golf Equipment Rental Agreement may result in the Renter being banned from renting equipment and/or being banned from play at the Griffin Golf Course. Renter agrees there are no damages, defects, or missing components in the Golf Equipment at the commencement of the Rental Period, except as otherwise noted below.

Guest Signature _____ **Date:** _____

City of Griffin Golf Course employee has inspected the equipment and made note of any defects, damages or missing clubs as follows. Employee will inspect the equipment again upon return.

_____
_____
_____
_____
_____
_____

Employee Return Inspection (Initial): _____

City of Griffin Golf Course employee has inspected the equipment upon return and made note of any defects, damages or missing clubs as follows. In the event of any damage or defect, employee has provided notice to Renter of an additional charge on Renter's credit card for damages per the terms of this Rental Agreement.

_____
_____
_____
_____
_____
_____

Credit Card Authorization Form

AUTHORIZATION PURSUANT TO TERMS OF GOLF EQUIPMENT RENTAL AGREEMENT ONLY

Document will be destroyed upon return and inspection of rented Golf Equipment

Credit Card (mark one) ☐ **Discover** ☐ **Mastercard** ☐ **Visa**

Card Number: _____ **Exp:** _____

Name: _____ **Zip:** _____

Signature: _____ **Date:** _____

Consolidated Fee Schedule
Effective March 1, 2023

Water and Wastewater	
Water Meter Installation	
3/4" Meter	$1,055.00
1" Meter	$1,250.00
1.5" and larger	$1,500.00
Sewer Meter Installation	
All sizes	$2,100.00
Capital Cost Recovery Fee	$3,500.00

Public Works	
Golf Course Fees	
Senior Week Day - 9 holes (with cart)	$19.00
Senior Week Day - 18 Holes (with cart)	$24.00
Senior Weekend - 9 holes (with cart)	$20.00
Senior Weekend - 18 holes (with cart)	$28.00
Regular Weekday - 9 holes (with cart)	$20.00
Regular Weekday - 18 holes (with cart)	$28.00
Regular Weekend/Holiday - 9 holes (with cart)	$23.00
Regular Weekend /Holiday - 18 holes (with cart)	$32.00
Every Monday 18 holes Special Rate (All Ages)	$20.00
Replay Fee - 9 holes w/ Cart	$15.00
Memberships (Include Unlimited Green Fees)	
Family	$700.00
Singles	$350.00
Club Set Rental	$20.00
Military/First Responder Weekday	$24.00
Military/First Responder Weekend	$28.00
City Employee Cart Fee 9 holes	$12.00
City Employee Cart Fee 18 holes	$15.00
Junior Walking Rate (13-18 years old)	$12.00

Customer Service Fees	
Customer Service Fee	$3.25

Solid Waste Fees	
Landfill Gate Non-City Resident Minimum	$25.00
Transfer Station Tipping Fee Non-City Resident Minimum	$15.00
Commercial Collections	
20 cu yard per haul flat rate	$350.00
30 cu yd per haul flat rate	$400.00
40 cu yard per haul flat rate	$450.00
Central Business District Tier 1	$22.71
Central Business District Tier 2	$33.68
Central Business District Tier 3	$45.00

Oak Hill Cemetery Fees	
Permit Fees	
Interment Fee	$150.00
Monument Fees	$100.00
Traditional Burials	
City Residents	$1,000.00
Non-City Resident	$1,200.00
Children	$650.00
Weekend / Holiday + $150.00	
After 3:30 + $200.00	
Cemetery Lot - Per Space/Pre Need Sales	
City Residents	$1,000.00
Non-City Residents	$1,400.00
Infant / Half Space - City Resident	$550.00
Infant / Half Space - Non-City Resident	$750.00
ALL AT NEED SALES	Additional $200.00
Cremation Interment (Traditional Burial)	
City Residents	$600.00
Funerals beginning after 3:30 p.m. M-F	Additional $150.00
Weekends and Holidays	Additional $200.00
Non-City Residents	$700.00
Columbarium	
Open/Closing	$300.00
City Resident - 1 Niche	$1,350.00
Non-City Resident	$1,650.00
Family Columbarium (Individual Units)	
2 Niche Family (No Vase)	$3,700.00
2 Niche Family with Vase	$3,950.00
4 Niche Family with Vase	$5,400.00
Single and Double Mausoleum	Price on Request

Non-City Residents	Additional $200.00
Mausoleum Interment	
City Residents	$550.00
Non-City Residents	$750.00
Additional Fees	
Funerals after 3:30 p.m. M-F	$150.00
Oversized Vault	$150.00
Wall, coping and step inspection fee	$250.00
ALL AT NEED SALES	$200.00
Weekends and Holidays	Additional $200.00
Veterans Cemetery	
Single	$600.00
Double Depth	$1,100.00
Veterans Brick	$60.00
Electric Fees	
Temporary Service Fee	$50.00
After Hours Fee	$25.00
After Hours Bucket Truck Trip	$80.00
Connect Fee - Electric only	$25.00
Cnnect Fee Involving Water	$40.00
Reconnect Fee Electric Only	$55.00
Reconnect Fee Involving Water	$75.00
Return Check Fee	$30.00
Underground Primary	$7.00/Ft/Phase
Underground Secondary	$5.00/Ft/Phase
Minimum Charge	$200.00
Underground Subdivision Infrastructure	$1500/lot
Wood Pole Installation Fee	Cost of material
Surge Protector Monthly	$5.95
Non-Metered Camera	$15.00 per camera
Non-Metered Traffic Signal	$15.00 per signal
Decorative Pole Installation	Cost of Pole
Single Phase Pole	$1,892.00
Single Phase Pole with Pull-off	$3,179.00
Single Phase Pole with Transformer	$3,333.00
Single Phase Dip Pole	$3,487.00
Multi-Phase Pole	$4,147.00
Multi-Phase Pole with Transformer	$6,050.00
Multi-Phase Pole with 3-Phase Dip	$6,930.00
Multi-Phase Pole with Pull-off	$9,790.00
Utility Accomodation Policy and Issuance of Permits for Right-of-Way Occupancy	
Construction Permit up to five (5) wireless facilities	$500.00
Each additional facility	$100.00
Recurring Annual Fee for ROW occupancy	$250.00
Open Records Request Fees	
Per page copied BW	$0.10
8 1/2 X 11 or 8 1/2 X 14	
Per page copied Color	$0.25
8 1/2 X 11 or 8 1/2 X 14	
Per page copied 11 X 17 BW	$0.75
Per page copied 11 X 17 Color	$0.75
Data Storage - Flash drive	$8.00
Disk	$1.00
Mailing costs	To be determined
Labor costs	To be determined
Police Department Fees	
Incident Report	$2.00
Accident Report	$5.00
Golf Cart Permit (Annual)	$15.00
Background Computer Check	$20.00
Unaltered Animal Permit	$25.00
Record Restriction Request	$25.00
Fire Department Fees	
Existing Business Inspections	
Initial Annual Inspection	No charge
First follow-up inspection	$50.00
Second follow-up inspection	$100.00
Third follow-up inspections	$150.00
Fire Suppression/Sprinkler Plans Review	$150.00
New Business Inspection	$50.00
Special Event Inspection	$50.00
Commercial Hood Plans Review/Inspection	$100.00
Site Plan Review and Inspection	$100.00
Change of Occupancy	$100.00
Blasting Permit	$100.00
Install/Removeal of Underground Fuel tanks	$100.00
Fireworks Permit	$100.00
After Hours Inspection	$150.00 Per hour

New Construction Inspections	
80%, 100% and first follow-up	No charge
Second follow-up inspection	$100.00
Airport	
Transient Overnight Parking	$10.00 per night
	* First night is waived if they purchase fuel.
Information Technology	
Callout for issues	$65.00 Trip fee and $50.00 Per hour
Early Termination Fee for Small Buisnesses, Government and	50% of remaining service order

AGENDA ITEM SUMMARY

ITEM SUMMARY:

Consider the purchase of a 2024 Ford F-550 Crew Cab Truck with Service Body for the Stormwater Department in the amount of $86,769.70 from Fayetteville Ford and amend the budget accordingly. *Director of Stormwater, Ariel Blanton, will address.*

SPECIAL CONSIDERATIONS OR CONCERNS:

The Ford F-550 Crew Cab Truck with Service Body will be purchased from Fayetteville Ford. Stormwater contacted four dealerships to secure a crew cab truck with this towing capacity and only received one call back. Due to lack of availability and rising costs, Fayetteville Ford was the only dealership that provided a quote for order of vehicle. This vehicle with added service body will assist in completing Stormwater projects and house all tools needed. This truck will also replace a smaller truck that was previously surplussed on July 25,2023.

STAFF RECOMMENDATION:

Staff recommends approval.

FINANCIAL IMPACT:

FY24 budgeted funds in Stormwater Capital item funding, 560-4720-54-2200, in the amount of $85,000.00; however the price of the F-550 Truck has increased $1,769.40 bringing the total to $86,769.40. The budget amendment reallocates $1,770.00 to cover the cost of the F-550 Truck.

Submitted By:
Ariel Blanton

Meeting Date:
26/09/2023

Reviewed By:
Jessica O'Connor

ATTACHMENTS:
AGENDA ITEM 20230926 Stormwater Pickup Truck with Service Body.pdf
PO Stormwater.pdf
Quote Stormwater.pdf
F-550 Justification to Purchase.pdf

RESOLUTION

A RESOLUTION TO AMEND THE FISCAL YEAR 2023-2024 OPERATING & CAPITAL BUDGET IN THE AMOUNT OF $1,770.00.

WHEREAS, the Board of City Commissioners is charged with the preparation of an annual budget for the City of Griffin; and

WHEREAS, on June 13, 2023, the Board of City Commissioners adopted the Fiscal Year 2023-2024 Operating & Capital Budget; and

WHEREAS, the Board of City Commissioners approve amending the City of Griffin's Stormwater Fund Fiscal Year 2023-2024 Operating and Capital Budget by reallocating $1,770.00 to Capital Vehicles, for Fiscal Year 2024, for the purpose set forth below; and

BE IT RESOLVED by the Board of City Commissioners this 26th day of September, 2023, that the Fiscal Year 2023-2024 Operating & Capital Budget be, and is hereby, amended in the amount of $1,770.00 as follows:

Stormwater Fund – Stormwater Operations

INCREASE EXPENSE		
560-4720-54-2200-0000	Capital Vehicles	1,770.00
DECREASE EXPENSE		
560-4720-53-1120-0000	Operating Supplies	(1,770.00)

_____

Douglas Hollberg, Mayor

_____

Jessica O'Connor, Secretary

Griffin
Growing TOGETHER

SH 9/11/23

City of Griffin, Georgia
P O Box T
Griffin, Georgia 30224
(770) 229-6400

DATE: 8/29/23

Purchase Order No. _____

Contract # and Expiration: _____

FY24 VEHICLE FLEET PO

Contract With: State

Vendor No. _____

Vendor Name & Address

Fayetteville Ford
275 North Glynn St
Fayetteville, GA 30214
lesa.camp@fayettevillefordga.com
Ph: 770-461-1151 Fax:

Freight is F.O.B. Destination

Freight is FOB Destination Deliveries are to be sent to Motorpool between the hours of 8:00 a.m. and 4 p.m.

Invoices are to be sent to requesting dept. for approval. Payment inquiries should be directed to Accounts Payable (accounting.vital@cityofgriffin.com)

Per Georgia State Code 48.8, the City of Griffin is tax exempt from sales and use tax.

Deliver to:

City of Griffin
Dept: Motorpool
245 Emlet Drive
Griffin, GA 30224

ATTN: Kelvin Hopper /Arvel Blanton

Phone: _____ Fax: _____

- - ANY CHANGE ORDERS TO ANY PO OR WORK ORDERS MUST BE AUTHORIZED IN WRITING AND APPROVED. ALL INVOICES SUBMITTED FOR PAYMENT MUST REFERENCE A VALID PURCHASE ORDER NUMBER. - -

- VENDORS MUST HAVE A CURRENT E-VERIFY AFFADAVIT ON FILE PRIOR TO PO PROCESSING - On File? Y/N Y

Vehicles/equip per attached specifications	Account Number	Qty	UOM	Unit Price	Extended Totals
2024 F-550 Crew Cab Truck ✓	560 - 4720 - 54 - 2200 - 0000	1	each	73,070.00	73,070.00
Service Body ✓	560 - 4720 - 54 - 2200 - 0000	1	each	13,699.40	13,699.40
	- - - -				
9-11-2023	- - - -				
	- - - -				
	- - - -				
UNIT NO. of asset being surplused:		ARF attached?		**TOTAL $**	**86,769.40**
CAPITAL PROJ#: **CP2024-4720-6-21** ✓	560 - 4720 - 54 - 9999 - 0000				-86,769.40
LIT w/i same code ✓	560 - 4700 - 11 - 7501 - 0000				86,769.40
Note: All deliveries are to be made to authorized COG Motorpool				**TOTAL $	**86,769.40**

COG USE ONLY

Payment method: CASH ____ LEASE ____ GRANT ____ LEINHOLDER: _____

VIN: EQUIP ID: TAG: IN SERV (M/Y):

VIN: EQUIP ID: TAG: IN SERV (M/Y):

VIN: EQUIP ID: TAG: IN SERV (M/Y):

VIN: EQUIP ID: TAG: IN SERV (M/Y):

	Dept request
	Agenda item copy
	Fleet authorization
	Leinholder info
	Order (cc PF,SW,rqstr)
	Invoicing/Delivery
	Payment/MSO
	Tag/Origs to Finance
	Risk Mgmt
	Fixed Assets

APPROVALS

Dept / Requestor / Date: Arvel Blanton 8/29/23

Purchasing / Date: JB 9/11/23

Department Mgr / Date: _____

Finance Director / Date: Deborah M. Gilbert 9.11.23

City Manager / Date: _____

BOARD / Date: _____

TERMS AND CONDITIONS OF PO / CONTRACT

ARTICLE 1 PURCHASE ORDER AUTHORIZATION

Vendors are required to be registered with the City and to have an authorized City Purchase Order (P.O.) before any items/goods/services are delivered. Any shipments made prior to the receipt of a City P.O. are made at the sole risk of the vendor. Payment may be withheld for any and all items/goods/services delivered without an authorized P.O.

ARTICLE 2 PURCHASE ORDER NUMBER

The Purchaser's purchase order number and the successful seller's name (from the bid or proposal) must appear on all packing slips, packages, invoices, bills of lading, warehouse receipts and correspondence with Purchaser. Materials must be properly packaged and marked with the order number. Damaged material will not be accepted.

ARTICLE 3 ACCEPTANCES

All terms and conditions of the purchase order shall become part of the contract between the Seller and Purchaser; the Seller's different or additional terms will not become part of this contract.

ARTICLE 4 PRICE

Seller warrants that the prices quoted hereunder are the lowest prices these or similar articles are sold by the Seller to other customers and in the event of any price reduction between execution of the purchase order and delivery of the goods, purchaser shall be entitled to such reduction.

ARTICLE 5 DELIVERIES, TITLE AND RISK OF LOSS

Title shall pass to Purchaser on delivery of the conforming goods to Purchaser's designated plant or location. Notwithstanding any agreement to pay freight express or other transportation charges, the risk of loss or damage in transit shall be upon the Seller. Delivery shall not be complete until the goods have been actually received, inspected and accepted by the Purchaser.

ARTICLE 6 PARTS

The Seller agrees to make functional parts available for a period of five years after final production run.

ARTICLE 7 WARRANTIES

The Seller warrants that the goods and services supplied hereunder will be of good workmanship and of proper materials, free from defects and in accordance with specifications. If the Seller knows of the Purchaser's intended use, the Seller warrants that the goods or services are suitable for that intended use.

ARTICLE 8 REMEDIES

Regardless of whether goods are being sold or leased or whether services are being performed, the Seller and Purchaser agree that both parties have all the Uniform Commercial Code rights, duties, and remedies available as well as all remedies allowed by law and the purchase order.

ARTICLE 9 CONFLICTS OF LAWS

The agreement of purchase and the performance of the parties hereunder shall be construed with and governed by the laws of the State of Georgia.

ARTICLE 10 MODIFICATIONS

No modifications in prices, delivery methods or schedule, quality, quantity, specifications or any other term of the contract will be effective unless agreed to in writing, signed by Procurement

ARTICLE 11 PATENT INFRIGEMENT

Seller shall hold purchaser harmless from all judgments and expenses arising out of any alleged patent infringement by our use of the merchandise ordered.

ARTICLE 12 TERMINATIONS FOR CAUSE

Purchaser may terminate this contract for cause in the event of a default by Seller. In such event, Purchaser shall not be liable to Seller for any amounts, and Seller shall be liable for and shall hold Purchaser harmless from any damage occasioned by Seller's breach or default.

ARTICLE 13 TERMINATIONS FOR CONVENIENCE

Purchaser may at any time terminate the order in whole or in part for its convenience upon which written notice to Seller in which event Seller shall be entitled to reasonable termination charges which reflects the percentage of the work performed prior to termination.

ARTICLE 14 ENTIRE AGREEMENTS

The purchase order and any documents referred to on the face thereof constitute the entire agreement between the parties and can only be modified in writing and signed by both parties. No part of this order may be assigned or subcontracted without the written approval of the Purchaser. Any moneys due Purchaser from Seller can be set off from any moneys due Seller from Purchaser whether or not under this contract. Purchaser's failure to insist on any right shall not operate as a waiver of any other right. Time is of the essence of this contract.

ARTICLE 15 WORKS ON PREMISES

If the order includes work to be performed on Purchaser's premises, Seller agrees to indemnify the Purchaser from all loss or damage arising out of such work, to observe the highest safety standard, to maintain adequate insurance and to furnish evidence of such insurance at Purchaser's request.

ARTICLE 16 QUALITY GUARANTEE

If any product delivered does not meet applicable specifications, or if the product shall not produce the effect that the supplier represents to the City, the supplier shall pick up the product from the City at no expense to the City. Also, the supplier shall refund to The City of Griffin any money which has been paid for the same. The supplier shall be responsible for attorney fees in the event the supplier defaults and court action is required.

ARTICLE 17 QUALITY TERMS

The City reserves the right to reject any and/or all materials if, in its judgment, the items reflect unsatisfactory workmanship, manufacturing or shipping damage.

Preview Order 7777 - W5H 4x4 Crew Chas Cab DRW: Order Summary Time of Preview: 08/14/2023 13:30:38 Receipt: NA

Dealership Name: Fayetteville Ford

Sales Code : F21062

Dealer Rep.	LESA CAMP	Type	Fleet	Vehicle Line	Superduty	Order Code	7777
Customer Name	city Griffin	Priority Code	L1	Model Year	2024	Price Level	420

DESCRIPTION	MSRP	DESCRIPTION	MSRP
F550 4X4 CREW CHAS CAB DRW/179	$59690	PLATFORM RUNNING BOARDS	$445
179 INCH WHEELBASE	$0	18000# GVWR PACKAGE	$0
TOTAL BASE VEHICLE	$59690	ENGINE BLOCK HEATER	$100
OXFORD WHITE	$0	SKID PLATES	$100
VINYL 40/20/40 SEATS	$0	50 STATE EMISSIONS	$0
MEDIUM DARK SLATE	$0	SPARE TIRE AND WHEEL	$350
PREFERRED EQUIPMENT PKG.660A	$0	JACK	$0
.XL TRIM	$0	40 GAL AFT OF AXLE FUEL TNK	$0
.AIR CONDITIONING CFC FREE	$0	DUAL BATTERY	$0
.AM/FM STEREO MP3/CLK	$0	SPECIAL FLEET ACCOUNT CREDIT	$0
6.7L POWER STROKE V8 DIESEL	$9995	FUEL CHARGE	$0
10-SPEED AUTO TORQSHIFT	$0	PRICED DORA	$0
225/70R19 5G BSW ALL POSITION	$0	ADVERTISING ASSESSMENT	$0
4.10 RATIO LIMITED SLIP AXLE	$395	DESTINATION & DELIVERY	$1995
FRONT LICENSE PLATE BRACKET	$0		

	MSRP
TOTAL BASE AND OPTIONS	$73070
DISCOUNTS	NA
TOTAL	$73070

Kraphelde Service Body 13,699.70

$86,769.70

ORDERING FIN: QD877 END USER FIN: QD877

Customer Name:

Customer Address:

Customer Email:

Customer Phone:

Customer Signature Date

This order has not been submitted to the order bank.

SINCE 1848

Knapheide Truck Equipment - Griffin
2570 N Expressway
Griffin GA 30223
Phone: 770-227-4688
Fax: 770-227-0106
atlanta.knapheide.com

QUOTATION

Quote ID: MP00012918

Customer: FAYETTEVILLE FORD
275 NORTH GLYNN ST
FAYETTEVILLE GA 30214

Quote Number: MP00012918
Quote Date: 8/14/2023
Quote valid until: 9/13/2023

Contact:

Phone: 770-461-1151
Fax: 1-770-960-3856

Prepared By: mprince
Salesperson: MIKE PRINCE
PO#:

Enduser:

Make: FORD	Model: F-550	Year: 2023	Single/Dual: DRW
Cab Type: CREW	Wheelbase: 179.0	Cab-to-Axle: 60.0	VIN:

QTY	PART NUMBER	DESCRIPTION	UNIT PRICE	AMOUNT
1		Service Body	$11,824.00	$11,824.00
1	6108D54-K	MODEL 6108D54 SERVICE BODY PAINTED SINGLE STAGE WHITE 9' SERVICE BODY FITS 60CA DRW CHASSIS		
1		HITCH & PLUG	$450.00	$450.00
1	HITCH&PLUG-CL2-3	HITCH & PLUG - CLASS 2 & 3		
1		CAMERA INSTALL	$180.00	$180.00
1	CAMERA INSTALL	FACTORY INSTALL OF LOOSE PROVIDED CAMERA, LABOR ONLY		
			Quote Total:	$12,454.00

Discount + 1345.40

$ 13,649.40

The following options may be added:

QUANTITY	DESCRIPTION	PRICE EACH	AMOUNT	ADD TO QUOTE
				Yes / No

TERMS

This Quote is subject to the following terms and conditions:

Credit Card Policy

We do not accept credit cards for payment of anyorder in excess of $3,000.00. For other orders, we do accept MasterCard, American Express, Visa and Discover cards for payment

Pricing Policy

- Price Quotation is good on orders received through the expiration date.
- Pricing quoted applies to chassis make/model originally provided and quantity quoted. Any change may result in price change
- Orders are subject to all applicable state, local and federal excise taxes. Applicable taxes will be applied on final billing to customer upon completion of order.
- Knapheide Truck Equipment must be in possession of the vehicle for this order within 90 days of quote acceptance or the order can be subject to price adjustments due to cost increases for materials, labor, and shop supplies

Payment Policy

- Payment Terms are due upon receipt of signed quote unless prior credit agreement has been established at the time of order
- Payment terms for customers with an established credit account will be Net 30 from date of invoice
- Knapheide has right to assess late charges at 1.5% per month on all invoices that are 60 days or more past due

Justification – Recommendation to Purchase

Type of Purchase (Bid#/Quote#/PO): CP2024-4720-6-21

Date (Bid Open or Date Submitted): 8/29/2023

Title or Description: 2024 F-550 Crew Cab Truck with service body

Recommended Supplier

Company Name: Fayetteville Ford

City, State: Fayetteville, GA 30214

Award/PO Amount: $86,769.40

The recommended supplier for this purchase is not the lowest bid/quote submission or the only quote submitted. The justification to consider accepting this supplier is below:

Justification for the Selection of Only Submitted Quote OR Other Than Lowest Responsive Bid:

Quote #1.
Fayetteville Ford provided a quote on 8/14/2023 for the truck with service body in amount of $86,769.70.
Quote #2.
Contacted Speedway Ford in Griffin on 7/31/2023 and was told quote would be sent, but quote was not received. Reached out again on 8/10/2023 and did not receive a return call.
Quote #3.
Contacted Covington Ford on 7/31/2023 and 8/10/2023 and did not receive a return call.
Justification Statement:
Three vendors mentioned above were contacted in regards to a quote on the F-550 Crew Cab Truck with service body. As mentioned above, after several attempts of contact, Fayetteville Ford was the only dealership that provided a quote for the vehicle requested. P.O. issued for Fayetteville Ford.

AGENDA ITEM SUMMARY

ITEM SUMMARY:

Consider a TOF with Paragon Consulting Group for an update of the Potato Creek Sewer Model in the amount of $40,465.00 and amend the budget accordingly. *Director of Water and Wastewater, Brandon Lewis, will address.*

SPECIAL CONSIDERATIONS OR CONCERNS:

This is a TOF supplementing our Master Services Agreement with Paragon Consulting Group. Paragon will update the City's existing Potato Creek Sewer Model utilizing data from the City's Sewer Flow Monitoring Program and will complete tasks 1-5 detailed in the attached scope of work.

STAFF RECOMMENDATION:

Staff recommends approval.

FINANCIAL IMPACT:

A budget amendment is attached which will add adequate funds to the FY24 budget for this previously unplanned activity and for additional engineering that will need to occur once the sewer model has been updated.

Submitted By:
Brandon Lewis

Meeting Date:
26/09/2023

Reviewed By:
Jessica O'Connor

ATTACHMENTS:
Potato Creek Sewer Model Update TOF-PCG.pdf
AGENDA ITEM 20230926 Potato Creek Sewer Model TOF.pdf

SUPPLEMENT TO
MASTER SERVICES AGREEMENT

CITY OF GRIFFIN, GEORGIA
AND
PARAGON CONSULTING GROUP, INC.

THIS SUPPLEMENTAL AGREEMENT is made as of _____ between City of Griffin, GA, Owner, and Paragon Consulting Group, Inc., Engineer (PCG).

OWNER AND ENGINEER have previously executed a Master Services Agreement dated April 3, 2003 ("Original Agreement") that defines general terms under which ENGINEER will furnish General Consulting Services and Project Engineering Services to OWNER. OWNER now wishes to engage ENGINEER to provide services in connection with a Project known as:

Potato Creek Sewer Model Update Project

ENGINEER has prepared a Scope of Services, attached herein as Attachment A, and Basis of Compensation, attached herein as Attachment B, to provide the services contemplated in this Supplemental Agreement.

IN WITNESS WHEREOF, the parties hereto have made and executed this Agreement as of the day and year first above written.

OWNER:

CITY OF GRIFFIN

_____

Attest:

_____
City Manager

ENGINEER:

PARAGON CONSULTING GROUP, INC.

_____
Brian K. Upson, P.E., President

Attachment A – Scope of Services

The Engineer will develop an updated hydraulic model in the InfoSWMM modeling package for the Potato Creek Sewer basin within the Owner's sanitary sewer system.

Task 1 – Pump Station Verification and Data Collection:

The Engineer will provide the following services as a part of this task:

- For up to nine (9) pump stations:
  - Check pump and system head curves to verify accuracy based on drawdown data and pump curves provided by the Owner.
  - Develop pump curves for model input.
  - Check wet well volumes based on record drawing data provided by the Owner.
  - Develop wet well volume curves for model input.
  - Verify force main size, material, and location for model input.
  - Verify pump on and off set points from data provided by the Owner.
  - Input pump operation information into the model.

The Owner responsibilities for this task are as follows:

- Provide current drawdown information for all pump stations.
- Provide available pump curves for all pump stations.
- Provide available record drawing information for all pump stations and appurtenant force main drawings as needed for the development of the system curve.
  - If record drawing information is not available provide dimensions of each station and pump plate information.

Task 2 – Geometry Verifications, Updates, and GIS Exchange Gateway Development:

The Engineer will provide the following services as a part of this task:

- For up to 1895 manholes and 1895 pipes:
  - Check pipe flows to verify positive flow through each basin. Note negative slopes and provide them to the Owner for review.
  - Compare the existing model information to the GIS information provided by the Owner and note discrepancies for review by the Owner.
  - Verify material and diameter for pipes and provide missing information to the Owner for review.
  - Set up GIS Exchange Gateway to allow for geometry updates to be synced to the InfoSWMM model based on updates to the GIS database in the future.
  - Run the GIS Exchange Gateway in InfoSWMM to update the pipes in the model and verify that the information is being updated correctly.

The Owner responsibilities for this task are as follows:

- Provide current GIS base data in a geodatabase format for sewer, historical rehabilitation, historical SSES, and other related layers pertinent to the project area.

- Review noted negative pipe slopes and provide assistance (record drawings, field inspection data, staff knowledge, etc.) to address the issue.
- Review discrepancies noted as part of the geometry review and assist with the decision to address them.
- Provide the necessary items (record drawings, field inspection data, staff knowledge, etc.) to address missing pipe or manhole information.

Task 3 – Flow Data Verification and Model Input:

The Engineer will provide the following services as a part of this task:

- For up to eight (8) monitoring sites and one (1) rain gauge:
    - Download up to six (6) months of flow data for input into the model.
    - Conduct a flow data analysis based on the provided data for each site.
        - Identify up to ten (10) 24-hour Storm Events with a 48-hour recovery period at each site.
        - Develop a weekday and weekend average dry weather flow (DWF) diurnal based on the provided data.
    - Apply average DWF diurnals to the model, distributing the flow in each monitoring basin.
    - Build a GIS layer containing the location of each flow meter and rain gauge that was used for the flow study.

The Owner responsibilities for this task are as follows:

- Provide access to the flow monitoring data for each metering location in a csv format containing reading date, reading time, depth, velocity, and flow in a maximum of 15-minute intervals.
- Provide access to rain gauge information in a csv format containing reading date, reading time, and rainfall quantity (for the selected interval not cumulative) in a maximum of 15-minute intervals (matching the intervals of the flow data).

Task 4 – Model Calibration and Initial Scenario Development:

The Engineer will provide the following services as a part of this task:

- For up to eight (8) monitoring sites and one (1) rain gauge:
    - Perform iterative calibration process on each of the flow monitoring points.
    - Verify average DWF for weekday and weekend to ensure the calibration is accurate.
    - Run up to three (3) observed storms through the model to check the model output versus the observed results at each monitoring point.
    - Develop a calibration tracking spreadsheet to keep track of the changes made during the calibration process and record the results yielded.
- Develop 2 Scenarios
    - Develop the average DWF scenario for the system.
    - Develop a scenario for one (1) design storm based on the available flow monitoring information and from Owner input. This design storm should be able

to be selected based on what could be determined from the observed storms and should not be an outlier event.

The Owner responsibilities for this task are as follows:

- Provide necessary input to select a design storm.

Task 5 – Model Finalization and Presentation of Results:

The Engineer will provide the following services as a part of this task:

- Prepare a presentation in PowerPoint format to present the results of the model showing the following:
    - Average DWF diurnals for each monitoring point.
    - Selected Storm Events with quantity of rain for each event.
    - Final calibration accuracy as a percentage of the flow at each monitoring point.
    - Potential pipes where the remaining capacity in DWF is less than 30-Percent (30%).
        - Note potential causes for the capacity issue.
    - Areas that are identified by the model to be in surcharge conditions during the design storm selected.
        - Note the potential cause if it is apparent.
    - Overflows observed by the model during the selected design storm.
        - Note the potential cause if it is apparent.
- Meet with the Owner to present the results and answer any questions about the model.

It is anticipated that this project will be conducted over a 90-calendar day period. Bi-weekly progress updates will be provided to OWNER by ENGINEER electronically.

Deliverables will be provided in digital format including Word, Excel, PDF and any other electronic formats. These include all calculations, processes and engineering documents which become the property of the OWNER for use on this project. Reuse of these documents on other projects is solely at the risk of the OWNER.

Attachment B – Basis of Compensation

The compensation limits are based on the scope of services described in Attachment A for the Potato Creek Model Update Project.

Task 1 – Pump Station Verification and Data Collection:
Professional Services Fee: *$5,675.00* billed as a Lump Sum.

Task 2 – Geometry Verifications, Updates, and GIS Exchange Gateway Development:
Professional Services Fee: *$9,740.00* billed as a Lump Sum.

Task 3 – Flow Data Verification and Model Input:
Professional Services Fee: *$11,570.00* billed as a Lump Sum.

Task 4 – Model Calibration and Initial Scenario Development:
Professional Services Fee: *$6,520.00* billed as a Lump Sum.

Task 5 – Model Finalization and Presentation of Results:
Professional Services Fee: *$6,960.00* billed as a Lump Sum.

Sub-Total of the Task 1 – Task 5 fees is $40,465.00.

RESOLUTION

A RESOLUTION TO AMEND THE FISCAL YEAR 2023-2024 OPERATING & CAPITAL BUDGET IN THE AMOUNT OF $ 47,485.00.

WHEREAS, the Board of City Commissioners is charged with the preparation of an annual budget for the City of Griffin; and

WHEREAS, on June 13, 2023, the Board of City Commissioners adopted the Fiscal Year 2023-2024 Operating & Capital Budget; and

WHEREAS, the Board of City Commissioners approve amending the City of Griffin's Water & Wastewater Fund Fiscal Year 2023-2024 Operating and Capital Budget by increasing the budget in the amount of $ 47,485.00 for Professional Services, for Fiscal Year 2024, for the purpose set forth below; and

BE IT RESOLVED by the Board of City Commissioners this 26th day of September, 2023, that the Fiscal Year 2023-2024 Operating & Capital Budget be, and is hereby, amended in the amount of $ 47,485.00 as follows:

Water & Wastewater Fund – Wastewater Collections

INCREASE EXPENSE		
505-4340-52-1200-0000	Professional Services	47,485.00

Water & Wastewater Fund – Wastewater Collections

DECREASE EXPENSE		
505-4340-54-1400-0000	Infrastructure	(47,485.00)

_____

Douglas Hollberg, Mayor

_____

Jessica O'Connor, Secretary

AGENDA ITEM SUMMARY

ITEM SUMMARY:

Consider a claim on behalf of Lola Flournoy, based upon purported Ante Litem Notice from John Foy & Associates, dated September 1, 2023. *City Attorney Drew Whalen will address.*

SPECIAL CONSIDERATIONS OR CONCERNS:

The Ante Litem alleges that on an unspecified date, between 1:00 and 2:00 p.m., Ms. Flournoy, while approaching JJ Fish & Chicken, 105 North Expressway, Griffin, GA, tripped on a broken piece of sidewalk, which the City of Griffin had failed to maintain. Claimant seeks $75,000 for medical damages and $75,000 for general/compensatory damages. Investigation by City staff found that the location of broken concrete, as depicted in the photograph attached to the Notice, is on private property and not on City right-of-way.

STAFF RECOMMENDATION:

Staff recommends denial of the claim.

FINANCIAL IMPACT:

The City of Griffin is a Member of the Georgia Interlocal Risk Management Agency ("GIRMA"), a joint and several liability pool which investigates and adjusts claims for its Members, their officers and employees. Should the claim result in a Judgment, GIRMA will pay the judgment, subject to the terms of its Member Coverage Agreement, up to $1,000,000, less the Member's deductible of $25,000 per claim.

Submitted By:
Andrew Whalen

Meeting Date:
26/09/2023

Reviewed By:
Jessica O'Connor

ATTACHMENTS:
Ante Litem Flournoy 9-12-23.pdf

JOHN FOY & ASSOCIATES

A PROFESSIONAL CORPORATION
ATTORNEYS & COUNSELORS AT LAW
3343 PEACHTREE ROAD, N.E.
SUITE 350
ATLANTA, GEORGIA 30326

TELEPHONE (404) 400-4000 TOLL FREE (877) 873-4488
FACSIMILE (404) 873-4490
WWW.JOHNFOY.COM

September 01, 2023

VIA CERTIFIED U.S. MAIL RETURN RECEIPT REQUESTED

TO:
Certified Mail: 9414 8149 0256 0143 5039 04
Mayor Douglas S. Hollberg
City of Griffin
100 S. Hill Street
Griffin, GA 30223

RECEIVED
SEP 12
BY:_____

Certified Mail: 9414 8149 0256 0143 5039 28
Chairman of Public Works
Department of Public Works
100 S. Hill Street
Griffin, GA 30223

RECEIVED
SEP 12 2023
BY: SB

RE: **Ante Litem Notice pursuant to O.C.G.A. §36-33-5**
Our Client: Lola Flournoy
Negligent Party: City of Griffin
Date of Loss: April 17, 2023
Location: 105 North Expressway Griffin, GA 30224

Dear Sir or Madam:

Please be advised that John Foy & Associates, P.C. represents Lola Flournoy in connection with personal injury claim against , Georgia arising out of the incident set forth herein. Within six (6) months of the date described above, this Notice is being sent pursuant to the requirements of O.C.G.A. § 36-33-5 to provide you with a thirty (30) day opportunity for adjustment of a tort claim against the City as a result of the following incident:

(a) **Name of the City Government entity involved**: City of Griffin, Department of Public Works

(b) **Time**: Between 1:00pm and 2:00pm.

(c) **Place**: 105 North Expressway Griffin, GA 30224

(d) **Nature of Loss Suffered**: Lola Flournoy was approach a JJ Fish & Chicken at the above address when she fell on a crack on the sidewalk.

(e) **Amount of Loss Claimed**: On the basis of medical damages, bodily injury, lost income, past and future, and general/compensatory damages that have been incurred by our client, as well as the pain and suffering, which our client has been forced to endure, all of which were caused by the clear negligence of your covered employee/insured our client is willing to compromise their claim for the sum of $75,000.00 for medical damages and the sum of $75,000.00 for general/compensatory damages. Please be advised the client is still receiving medical treatment which may affect the amount of the claim for medical expenses and all other non-economic damages.

(f) **Acts or omissions which caused the loss**: The City of Griffin failed to maintain and fix the concrete sidewalk. When the City of Griffin failed to fix and maintain the sidewalk, they breached their duty to our client, Lola Flournoy, causing significant injury.

No action to make a civil recovery for these claims will be commenced except upon the expiration of thirty (30) days following receipt of this notice, or the City's denial of the claim, whichever occurs first.

The information supplied herein is provided for the purposes of allowing you to conduct an investigation of the alleged incident and determine if the claim should be settled without litigation. Should you require additional information for that determination, please contact the undersigned. If you contend that this letter does not provide you with sufficient notice pursuant to O.C.G.A. § 36-33-5, or comply with said statute, please advise me immediately in writing and we will correct any deficiencies as necessary.

Sincerely,

JOHN FOY & ASSOCIATES

Jeremy Hawkins
Attorney



USPS CERTIFIED MAIL

jeremy hawkins
Foy and Associates PC
3343 Peachtree Rd NE #350
Atlanta , GA 30326



9414 8149 0256 0143 5039 04

Mayor Douglas S. Hollberg
City of Griffin
100 S. Hill Street
Griffin, GA 30223

AGENDA ITEM SUMMARY

ITEM SUMMARY:

Consider a real estate sales contract with the Griffin Housing Authority for the acquisition of property located at 512 N. 6th Street. *Planning & Development Director, Chad Jacobs, will address.*

SPECIAL CONSIDERATIONS OR CONCERNS:

A partnership among the City of Griffin, the Griffin Housing Authority and Parc at Rosenwald Partners, LP is submitting a scattered site 4% Low Income Housing Tax Credit application to the Department of Community Affairs with the intention of developing affordable, multi-family housing at 512 N. 6th Street. The sale will not close unless or until the Low Income Housing Tax Credit is approved for the site.

STAFF RECOMMENDATION:

Staff recommends approval.

FINANCIAL IMPACT:

None.

Submitted By:
Susan Bartholomew

Meeting Date:
26/09/2023

Reviewed By:
Jessica O'Connor

ATTACHMENTS:
Real Estate Sales Contract Roseview 9.22.23 with AJW.pdf

STATE OF GEORGIA)
)
COUNTY OF SPALDING)

REAL ESTATE SALES CONTRACT

This **REAL ESTATE SALES CONTRACT** (the "Agreement") is made and entered into this ____ day of September, 2023 by and between the **CITY OF GRIFFIN, GEORGIA**, a Georgia municipal corporation (the "Seller"), and the **HOUSING AUTHORITY OF THE CITY OF GRIFFIN**, a public body and corporate politic, organized and existing under the Housing Authorities Law of the State of Georgia (the "Purchaser").

W I T N E S S E T H:

WHEREAS, Seller is the owner of that certain real property consisting of approximately 1.748 acres, located at 512 N. 6th Street, Griffin, Spalding County, Georgia (identified as Tax Parcel: 007-05050 Spalding County Tax Records) (the "Property");

WHEREAS, Parc at Rosenwald Partners, LP, a Georgia limited partnership (the "Partnership"), an affiliate of the Purchaser, has been formed in order to acquire, develop and operate an affordable multifamily apartment complex on the Property to be known as Parc at Rosenwald (the "Project");

WHEREAS, the Partnership intends to apply to the Georgia Department of Community Affairs for an allocation of Tax Credits (as defined in Section 12) to assist in the development of the Project;

WHEREAS, simultaneously herewith, the Purchaser and the Partnership, have entered in an Option to Ground Lease whereby the Purchaser, in the event the Partnership is allocated Tax Credits, has agreed to lease the Property to the Partnership under a long-term ground lease agreement; and

WHEREAS, Purchaser, in the event the Partnership is allocated Tax Credits, has agreed to buy the Property and the Seller, to facilitate the development of the Project, has agreed to sell the Property to the Purchaser on the terms and conditions herein.

NOW, THEREFORE, for and in consideration of the mutual covenants and agreements herein contained, the parties agree as follows:

1. Sale and Purchase of Property: Seller hereby agrees to sell, and Purchaser hereby agrees to buy the following described property, to-wit:

See Exhibit "A" attached hereto and by this reference incorporated herein.

Together with all and singular the rights, members, hereditaments, easements, improvements, structures and fixtures thereunto belonging or in anywise appertaining (said real property and all improvements, structure and fixtures located thereon being referred to hereinafter as the "Premises").

2. Earnest Money: Purchaser will deposit with O & M Title Company (the "Escrow Agent") the sum of $500.00 as earnest money (the "Earnest Money"). Unless Purchaser exercises its right to terminate this Agreement prior to the expiration of the Inspection Period pursuant to paragraph 4 below, the Earnest Money, after expiration of the Inspection Period, shall be non-refundable. Purchaser

shall be entitled to the return of the Earnest Money after the expiration of the Inspection Period only if Seller fails to timely cure a default hereunder or if this Agreement otherwise expressly provides for the return of the Earnest Money to Purchaser. The Earnest Money shall be applied to the purchase price due at the closing (as defined in Section 9 below).

3. Consideration: The consideration for the Premises is Ten and 00/100ths Dollars ($10.00) and other good and valuable consideration, including, the Purchaser's obligation to: (i) lease the Property to the Partnership in order for the Partnership to develop, construct and operate the Project; and (ii) assist in the Project's development, including, but not limited to, through its ownership interest in the Partnership.

4. Inspection Period: Purchaser and its agents and representatives shall have one hundred twenty (120) days from the date of this Agreement to make a complete inspection of the Premises and to undertake all due diligence deemed necessary by Purchaser for its planned development, including environmental testing, soil sampling, title and survey review, and all other reviews, inspections and due diligence deemed necessary by Purchaser, in its sole discretion (hereinafter the "Inspection Period"). Seller shall permit and assist Purchaser in making the foregoing inspections and investigations at Purchaser's expense. If Purchaser, in its sole discretion, determines, for any reason, that the condition of the Premises is not satisfactory, then Purchaser shall, on or before the expiration of the Inspection Period so notify Seller and, thereafter, this Contract shall terminate and shall be null and void and of no further force and effect, and neither Seller nor Purchaser shall have any further rights, duties, liabilities or obligations to the other by reason hereof, and Escrow Agent shall immediately refund the full amount of the Earnest Money to Purchaser. Should Purchaser determine that the Premises is satisfactory following its inspection, then the parties shall proceed toward Closing. Failure of Purchaser to notify Seller on or before the expiration of the Inspection Period of its determination as to whether the Premises is satisfactory or unsatisfactory shall constitute a formal acceptance of the Premises, and the parties shall proceed toward Closing. Purchaser shall be entitled to the return of the Earnest Money after the expiration of the Inspection Period only if Seller fails to timely cure a default hereunder or if this Agreement otherwise expressly provides for the return of the Earnest Money to Purchaser.

5. Tests and Surveys: During the Inspection Period, Purchaser or its agents shall have the unlimited right to enter upon the Premises at all reasonable times for the purpose of making such inspections, surveys and tests as it may deem necessary or desirable. Any such entry to the Premises shall be at the Purchaser's sole risk and expense, and Purchaser shall adequately protect the Premises. Purchaser agrees to indemnify and hold Seller harmless from and against any and all damages, claims, losses, liabilities and expenses which may be imposed upon, incurred by, or asserted against Seller with respect to such inspections, surveys and tests.

6. Documents to be Delivered During Inspection Period: Within ten days of the date hereof, Seller shall deliver to Purchaser the following documents:

(a) A copy of any existing Surveys of the Premises;

(b) A copy of any previously issued Title Insurance Policy or Policies, along with copies of any instruments appearing as special exceptions to title on Schedule B of such Policy or Policies;

(c) copies of property tax bills for the Premises for the preceding three years;

(d) copies of any service contracts affecting the Premises, and copies of utility, trash, sewer, and water bills, if any, concerning the Premises for the preceding year; and

(e) Any and all soil, engineering, environmental reports and appraisals in Seller's possession relative to the Premises.

7. Title: Purchaser shall cause title of the Premises to be examined during the Inspection Period. Prior to the expiration of the Inspection Period Purchaser shall notify Seller of any defects found which render the title unmarketable Upon such notice from Purchaser, Seller shall have the right, but not the obligation, to remove all of such objections, defects, liens, encumbrances or other defects of title which render the title unmarketable within 30 days following notification from the Purchaser. In the event Seller is unwilling or unable to cure such title defects, the Purchaser shall have the option of accepting such title as Seller can convey or canceling and terminating this agreement, in which latter event the Purchaser shall be entitled to the reimbursement of the Earnest Money. For purposes of this agreement, "marketable fee simple title" shall be that title upon which First American Title Insurance Company, in its sole judgment, is willing to issue an Owner's Policy of title insurance at its standard premium rate customarily charged in Spalding County, Georgia, with no exceptions other than those Permitted Exceptions contained in Exhibit B attached hereto.

Purchaser shall have the additional right to review title within five days prior to the Closing Date to ensure that no title exceptions appear of record subsequent to the date of Purchaser's initial title search during the Inspection Period (said subsequent search being hereinafter referred to as the "Pre-Closing Title Search"). Should the Pre-Closing Title Search reveal any new matters of records or other title defects Purchaser shall immediately notify Seller, and Purchaser shall have the option of (i) accepting title to the Premises subject to any such new title matters or (ii) canceling and terminating this agreement, in which latter event the Purchaser shall be entitled to the reimbursement of the Earnest Money.

8. Warranties of Seller: Seller warrants and represents as follows:

(a) Seller is the owner of the fee simple title to the Premises, and all of the improvements located thereon, and it will forever warrant and defend the title to said Premises.

(b) As of the Closing Date, there will be no contracts other than service contracts previously disclosed to, and reviewed by Purchaser, affecting the Premises, there will be no leases or sub-leases affecting the Premises or any part thereof other than unrecorded leases for residential housing units, and there will be no parties in possession of the Premises or any part thereof, other than tenants under unrecorded residential leases. Possession of the Premises will be delivered to the Purchaser at closing.

(c) Seller has no actual knowledge, nor has Seller received any notice of, any violations of law, municipal ordinances or other legal requirements with respect to the Premises. The improvements comply with all applicable governmental requirements with respect to the use, occupation and construction thereof. Seller hereby furnishes Purchaser with an authorization to make the necessary searches for any such violations. As of the date hereof, Seller has not received any notices from any federal, state or municipal authority, suits, or judgments relating to violations of the Premises of zoning, building, fire, life safety, air pollution, rental controls or health regulations, or any notice or advice from any insurer of the Premises or any part thereof requesting any improvements, alterations, additions, corrections or other work in, on or about the Improvements, whether related to the Premises or to the operations of any occupant thereof. Seller will promptly notify Purchaser if it receives any such notice at or before closing and will pay the cost of correcting any such violations.

(d) To the best of Seller's actual knowledge, no areas exist or have existed on the Premises where hazardous substances or waste have been generated, stored, disposed of, released or found, and Seller has no knowledge and has received no notice of the existence of any hazardous substances or waste on the Premises. For purposes of this Agreement, the "hazardous substances or waste" shall mean petroleum, including crude oil or any fraction thereof, flammable explosives, radioactive materials, any material containing polychlorinated biphenyls, and any of the substances defined as "hazardous substances" or "toxic substances" in the Comprehensive Environmental Response,

Compensation and Liability Act of 1980, as amended, 42 U.S.C. Section 9601 et seq., Hazardous Materials Transportation Act, 49 U.S.C. Section 1802, the Resource Conservation and Recovery Act, us U.S.C Section 6901, et seq., or any other federal, state, local or other governmental legislation, statute, law, code, rule, regulation or ordinance, identified by its terms as pertaining to the disposal of hazardous substances or waste.

(e) Seller has not: (i) entered into or been subject to any consent decree, compliance order, or administrative order with respect to the Premises or any facilities or operations thereon; (ii) received notice under the citizens suit provision of any Environmental Law in connection with the Premises or any facilities or operations thereon; (iii) received any requests for information, notice, demand letter, administrative inquiry, or formal or informal complaint or claim with respect to any environmental condition relating to the Premises or any facilities or operations thereon; or (iv) been subject to or threatened with any governmental or citizen enforcement action with respect to the Premises or any facilities or operations thereon.

(f) To the best of Seller's knowledge, no portion of the Premises is considered to be jurisdictional wetlands.

(g) From and after the date hereof up and until the Closing Date, Seller shall maintain the Premises, and shall continue to operate the Premises in a commercially reasonable manner.

(h) All of the representations contained in the form of Owners Affidavit attached hereto as Exhibit C will be true and accurate as of the closing date, at which time said affidavit will be executed by Seller and delivered to Purchaser and its title insurance company.

9. Closing:

(a) Closing of this Sale-Purchase shall take place on or before December 31, 2025 (the "Closing Date"), at Hunter Maclean 200 East Saint Julian Street, Savannah, Georgia 31401, or such other place as the Purchaser may designate upon five days' notice to Seller (the "Closing"), unless the Closing must be delayed to permit Seller to perfect title in accordance with the provisions of paragraph 7.

(b) At the Closing, Seller shall deliver the following documents to the Purchaser:

(i) A good and sufficient recordable Limited Warranty Deed conveying the Premises to the Purchaser, which shall vest in Purchaser marketable fee simple title to the Premises, free and clear of all liens and encumbrances, except those Permitted Title Exceptions shown on Exhibit B, and

(ii) The affidavit substantially in the form attached hereto as Exhibit C and sworn to by Seller, and

(iii) A "non-foreign" affidavit as defined in Internal Revenue Code Section 1445, and

(iv) Satisfactory evidence that Seller is not subject to withholding under the provisions of Georgia law relating to foreign sellers, and

(v) An affidavit sufficient to eliminate any title exception for broker's liens under the Georgia title standards, and

(vi) Any other documents reasonably required by the Purchaser in order to implement the terms of this Agreement.

(c) Purchaser and Seller shall each pay its own attorney's fees. All outstanding city, state and county ad valorem real estate taxes for the year of closing will be prorated between the parties. Seller shall pay all state transfer tax. All other closing costs shall be paid by Purchaser.

(d) The following items shall be prorated as of the Closing Date: (i) utility, water and sewer charges; (ii) payments under service contracts, if any; (iii) fees for transferable licenses and permits, if any. Seller shall be entitled to receive all income and to pay all expenses with respect to the Premises for all time periods through and including the date prior to the closing date, and Purchaser shall be entitled to receive all such income and shall be obligated to pay all such expenses commencing with the closing date. Any item of income or expense required to be apportioned under this section that for any reason is not apportioned at closing shall be apportioned as soon thereafter as is practicable. If any mutual mistakes, including without limitation, any erroneous mathematical calculation are made in any apportionment at closing, Seller and Purchaser shall, within 60 days after closing, correct said mistakes and make any payments required to produce an accurate apportionment.

10. Notice: Any notice required or permitted to be given hereunder by one party to the other shall be in writing and shall be effective when delivered in person to the individuals named below, or deposited with the United States Postal Service, postage prepaid, certified mail, return receipt requested, addressed as follows:

As To Purchaser:	Housing Authority of the City of Griffin 327 9th Street Griffin, GA 30328 Attention: Robert N. Dull, CEO Email: rdull@griffinhousingauthority.com
With a Copy to:	Hunter, Maclean, Exley & Dunn, P.C. 200 East Saint Julian Street Savannah, Ga. 31401 Telephone: (912) 944-1635 Email: THenneman@huntermaclean.com Attn: Edward O. Henneman, Jr., Esq.
As to Seller:	City of Griffin, Georgia 100 S. Hill Street P.O. Box T Griffin, GA 30224 Email: joconnor@cityofgriffin.com Attention: Jessica O'Connor, City Manager

11. Condemnation or Casualty Loss: In the event that, prior to the Closing, all or any portion of the Premises shall have been affected by any condemnation or taking by eminent domain, or shall be the subject of any condemnation procedure which shall have been commenced or of which Seller or Purchaser shall have received actual or constructive notice, or in the event more than 10% of the Premises has been damaged by fire, flood or other casualty, Purchaser shall have the option of:

(a) Accepting the Premises in the condition which exists at the time of closing, together with assignment of all proceeds of any condemnation award or insurance proceeds arising out of the condemnation of or casualty to the Premises, or

(b) Canceling this contract, in which event the Purchaser shall be entitled to the reimbursement of the Earnest Money.

All risk of loss until the Closing shall be on Seller, and Seller shall deliver possession of the Premises to Purchaser at closing in substantially the same condition as they were in when shown to agents of Purchaser, provided, however, that in the event less than 10% of the Premises has been damaged by fire, flood or other casualty, then, in such event, the parties shall be required to consummate the transaction contemplated herein in accordance with the terms hereof, in which case (i) Seller shall assign to Buyer at Closing any and all insurance proceeds payable under Seller's casualty insurance policy as a result of such Casualty excluding proceeds for rent loss occurring prior to Closing, (ii) Buyer shall receive a credit against the Consideration equal to the amount of any deductible under such casualty insurance policy, which credit shall in no event be greater than the cost of the restoration and repair of such Property necessitated by such Casualty, and (iii) the Premises shall be conveyed to Buyer at Closing by Seller in its "as-is" condition without deduction from or offset against the Consideration.

12. Condition Precedent: Purchaser's obligation to perform under the terms of this Agreement is expressly conditioned upon: (i) the Partnership receiving an allocation of 2023, 2024 and/or 2025 Tax Credits (as such term is defined in Section 42 of the Internal Revenue Code and hereinafter referred to as the "Tax Credits") from the Department of Community Affairs, Georgia Housing and Finance Authority, State of Georgia (the "Agency"), in connection with its intended use and development of Premises by no later than December 31, 2025, or this Agreement shall automatically terminate and shall be null and void and of no further force and effect, and neither Seller nor Purchaser shall any further rights, duties, liabilities or obligations to the other by reason hereof. In such event, all Earnest Money previously paid by Purchaser shall be returned to Purchaser. If the Partnership obtains an allocation of the Tax Credits by December 31, 2025, then the parties shall proceed towards a closing on the Closing Date set forth in Section 9.

13. Right to Contract Extension: Purchaser shall have the unconditional right to extend the Closing Date up to three (3) times for thirty (30) days for each such extension. Purchaser shall notify Seller of its desire to exercise its extension rights hereunder no later than five (5) days prior to the expiration of the then current term of the Agreement.

14. Default: In the event Seller fails to fully and timely perform any of its obligations hereunder or otherwise refuses to complete the sale of the Premises as provided hereunder, Purchaser shall be entitled to recover the Earnest Money paid without prejudice to any additional rights, at law or in equity, that Purchaser may have as a result of such breach by Seller, including the right to sue for specific performance. Should Purchaser default under this Agreement, Seller shall be entitled to retain the Earnest Money paid by Purchaser as liquidated damages in full settlement of any and all claims for damages. The parties hereto acknowledge that it is impossible to precisely estimate the damages to be suffered by Seller upon Purchaser's default, and the parties expressly acknowledge that retention of the Earnest Money by Seller upon a Purchaser's default is intended not as a penalty, but as fully liquidated damages pursuant to O.C.G.A. §13-6-7.

15. Broker: Seller and Purchaser hereby represent to each other that neither has used the services of a broker in connection with the sale of the Premises. Seller and Purchaser agree to indemnify each other against any claim for commission or compensation by any real estate broker or other third

party claiming by, through or under Seller or Purchaser, as the case may be, in connection with the sale/purchase of the Premises.

16. Attorneys' Fees: If either party commences an action against the other to enforce any of the terms hereof or because of the breach by either party of any of the terms hereof, the losing party shall pay to the prevailing party reasonable attorneys' fees in the amount of 15% of any sum collected, together with all costs and expenses, and a right to such attorneys' fees and expenses shall be deemed to have accrued upon the commencement of such action and shall be enforceable whether or not such action is prosecuted to judgment.

17. Assignment: This Agreement is not assignable by either party without first obtaining the written consent, which consent shall not be unreasonably withheld, conditioned or delayed, of the non-assigning party.

18. Choice of Law: This Agreement shall be governed by and construed in accordance with the laws of the State of Georgia.

19. Amendment and Waiver: No provision of this Agreement may be amended, modified, supplemented, changed, waived, discharged, or terminated unless each party hereto consents in writing.

20. Severability of Provisions: In the event that any one or more of the provisions contained in this Agreement should be found or held to be invalid, illegal, or unenforceable in any respect, the validity, legality, and enforceability of the remaining provisions contained herein or therein shall not in any way be affected or impaired thereby.

21. Captions: The captions or headings of any section of this Agreement are intended for convenience only and shall not in any way affect the meaning or construction of any provision of this Agreement.

22. Survival of Contract: All covenants, warranties and agreements set forth in this Agreement shall survive the execution or delivery of any and all deeds and other documents at any time executed or delivered under, pursuant to or by reason of this Agreement, and shall survive the payment of monies made under, pursuant to or by reason of this Agreement.

23. Counterparts. This Agreement may be executed in multiple counterparts, each of which shall be an original but all of which together shall constitute but one and the same agreement.

24. Miscellaneous: This Agreement contains the entire understanding and agreement between the parties. It shall not be modified or amended in any way except by a written instrument executed by both parties. This agreement shall be binding upon and inure to the benefit of each party hereto and their successors. Time is of the essence of this agreement.

[*Signatures to follow*]

IN WITNESS WHEREOF, Seller and Purchaser have caused this Agreement to be executed under seal as of the day and year first above written.

PURCHASER:

HOUSING AUTHORITY OF THE CITY OF GRIFFIN, a public body corporate and politic of the State of Georgia

By: _____
Name: _____
Its: _____

SELLER:

CITY OF GRIFFIN, GEORGIA,
a Georgia municipal corporation

By: _____
Name: _____
Title: _____

Attest:

_____
Jessica W. O'Connor, Secretary

Approved as to Form:

Andrew J. Whalen, III

_____
Andrew J. Whalen, III, City Attorney

EXHIBIT A
(Legal Description)

All that tract or parcel of land lying and being in Land Lot 160 of the 3rd District, City of Griffin, originally Henry, now Spalding County, Georgia, and being more particularly described as follows:

BEGINNING at a point at the intersection of the easterly right-of-way of North 6th Street (40' R/W) and the southerly right-of-way of Cabin Creek Drive (40' R/W); thence along the southerly right-of-way of Cabin Creek Drive South 84°59'50" East, a distance of 204.53 feet to a point on the westerly right-of-way of McKneely Street (50' R/W) to a point; thence along the westerly right-of-way of McKneely Street South 03°22'51" West, a distance of 425.59 feet to a 1/2 inch rebar set; thence leaving said right-of-way North 83°17'42" West, a distance of 71.42 feet to a 1 inch axle found; thence North 04°25'44" East, a distance of 56.00 feet to a 1/2 inch rebar set; thence North 83°24'31" West, a distance of 119.00 feet to a 1/2 inch rebar set on the easterly right-of-way of North 6th Street; thence along said right-of-way North 00°58'05" East, a distance of 364.91 feet to a point, being the POINT OF BEGINNING.

Said tract contains 1.748 acres of land.

EXHIBIT B

PERMITTED EXCEPTIONS

1. Taxes for calendar year 2023 and subsequent years.
2. All utility easement of record for utilities serving the Premises.
3. Any other encumbrances or exceptions shown in the title commitment.

EXHIBIT C

STATE OF GEORGIA)		OWNER'S AFFIDAVIT AND AFFIDAVIT
	)	AS TO NON-FOREIGN STATUS AND
COUNTY OF _____	)	TAXPAYER IDENTIFICATION NUMBER

PERSONALLY APPEARED before me, the undersigned, an officer duly authorized under the laws of the State of Georgia to administer oaths, _____ who after being duly sworn, deposes and SAYS:

1. She/He is the _____ of _____ ("Owner") of the following described property (the "Property"), to-wit:

SEE EXHIBIT "A" ATTACHED HERETO

2. Affiant has personal knowledge of the matters contained herein, and can testify competently thereto. No one other than said Owner has the right of possession of said Property.

3. There is no outstanding indebtedness for equipment, appliances, or other fixtures attached to said Property.

4. The lines and corners of said Property are clearly marked, that there are no disputes concerning the location of lines and corners, that the Property is free from leases, contracts, easements, or claims of easements, not shown by the public records, and that an undisputed right of access to the Property exists from a public road.

5. There are no pending suits, proceedings, judgments, bankruptcies, liens or executions against said Owner which affect the Property either in the aforesaid county or any other county in the State of Georgia.

6. Deponent has no knowledge of any street, sidewalk, drainage or utility improvements which are either proposed, under construction or recently completed, which pass through or abut the Property.

7. There have not been improvements or repairs made to the improvements located on the Property, or services of architects, surveyors or engineers performed on or with respect to the Property within three (3) months prior to this date. If any such improvement, repairs or services have been so performed, then the agreed price or the reasonable value of all labor, services and materials has been paid in full to all persons or parties who have provided any such labor, services or materials.

8. Owner is a resident of the State of Georgia. Owner is not a nonresident alien, foreign corporation, foreign partnership, foreign trust, or foreign estate (as defined in the Internal Revenue Code and Income Tax Regulations).

9. The employer identification number of Owner is _____. That said number is the Owner's correct taxpayer identification number and the Owner is not subject to backup withholding

either because it has not been notified by the Internal Revenue Service (IRS) that it is subject to backup withholding as a result of a failure to report all interest or dividends, or the IRS has notified it that it is no longer subject to backup withholding.

10. Brokerage services in connection with this transaction have been provided by N/A (the "Broker") and the Broker has been fully paid by Seller for such services. No other party or person has provided any brokerage or management services to Owner, is due any compensation for brokerage or management services from Owner or has any right to a lien against the property. This Affidavit is made in accordance with O.C.G.A. § 44-14-605 and may be relied upon by any purchaser to whom an interest in the Property is being conveyed, by any lender making any loan secured by an interest in the Property, by any insurance company insuring any interest in the Property or by any law firm closing a transaction involving the Property.

11. The permanent address of Seller is _____.

12. The consideration for the transfer of the above captioned property is $_____

_____(L.S.)

Sworn to and subscribed before
me this ___ day of _____, 2023.

_____
Witness

_____
Notary Public