AGENDA
Regular Scheduled Meeting
CITY OF GRIFFIN BOARD OF COMMISSIONERS
January 13, 2026
W. ELMER GEORGE MUNICIPAL HALL
6:00 PM

Present:

Call to order by Mayor Hollberg

Pledge of Allegiance

Invocation

Approval of Agenda

SPECIAL ORDERS OF BUSINESS

1. Appointment by Mayor Hollberg of Mayor Pro Tem (Vice Chairperson) for calendar year 2026.

PRESENTATIONS AND DELEGATIONS

2. Recognize Claire Haulk, Data Analyst in the Information Technology Department, as the December 2025 Strongest Link in the Chain award recipient. *Telecommunications Manager, Chris Sprayberry, will address.*

3. Review financial reports for November 2025. *Finance Director, Deborah Manning-Gilbert will address.*

CITIZEN COMMENTS

At this time, the Mayor opens the floor to comments from the audience. Comments should relate to a specific agenda item, not listed on the agenda for a Public Hearing, or to a concern within the jurisdiction of the City. Commission meetings serve the purpose of conducting city business and are not a forum for the unlimited expression of opinion. Subject to the Citizen Comment Policy adopted on February 13, 2024 and posted for public view, all speakers shall be limited to three minutes which will be strictly followed and enforced. 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.

CONSENT AGENDA

4. Consider a contract amendment with Rusty Statham Construction, Inc. for the One Griffin Center Remodel for the extension of the contract to November 30, 2026. *Public Works Director, Mariza Eller, will address.*

5. Consider a contract in an initial amount of $5,567.98 and an annual amount of $14,812.98 beginning September 1, 2026 with Power DMS by NeoGOV to renew the PowerDMS PowerPolicy software subscription for the Griffin Police Department. *Chief Technology Officer, Gibb Cotton, will address.*

6. Consider declaring as surplus certain out-of-life cycle information technology equipment and selling it through GovDeals online auction service (see attachment). *Chief Technology Officer, Gibb Cotton, will address.*

7. Consider, on second reading, amending the Code of Griffin, Georgia at Chapter 22, BUILDINGS AND BUILDING REGULATIONS, Article II, CONSTRUCTION STANDARDS, at Sec. 22-31, STATE MINIMUM CONSTRUCTION CODES, to conform to changes in the mandatory construction codes and state amendments thereto, approved by the Board of the Georgia Department of Community Affairs, to be effective January 1, 2026. *City Attorney Drew Whalen will address.*

8. Consider Master Services License Agreement (MSLA) with HSI Services in the amount of $7,828.00 for one-

year subscription to the SafetySkills Engage Learning Management System (LMS) for 450 users. *Risk Manager, Greg Poole, will address*.

9. Consider renewing Probation Services Agreement with Judicial Alternatives of Georgia Inc. (JAG). *Staff Attorney, Kelsey Carden, will address.*

10. Consider a contract in the amount of $3,904.25 with Hazardous Waste Experts, sole source, for the transportation and disposal of one pallet of AFFF foam. *Fire Chief John Hamilton will address*

11. Consider services for the repair of reservoir pump #1 and 500 horse power motor and repair of reservoir pump #2 and 200 horse power motor from Goforth Williamson, Inc., Single Source, in the amount of $136,375.00. *Director of Water and Wastewater, Brandon Lewis, will address.*

12. Consider a contract in the amount of $8,000.00, annually, with Dr. Jehangir Pirzada, D.O., to continue as the medical director and provide medical direction for Griffin Fire Rescue. *Fire Chief John Hamilton will address.*

13. Consider a contract with Beacon Security in the amount of $599.40 annually for fire alarm monitoring of the IT Server room in One Griffin Center. *Public Works Director, Mariza Eller, will address.*

14. Consider, on second reading, amendments to the Environmental Council ordinance, Code of Griffin, Chapter 42, *Environment*, Section 42-3, *Environmental Council; Organization*. *City Manager, Jessica O'Connor, will address.*

REGULAR AGENDA

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

15. Commissioners to appoint one Commissioner to the Griffin-Spalding Connected Resilient Community ("CRC") Executive Committee for a one-year term to expire 12/31/26 to succeed Mayor Hollberg whose term expired 12/31/25.

16. Commissioners to appoint a member to the Board of Health for a three-year unexpired term expiring 12/31/28 to succeed Terrance Malone who resigned from the Board on November 19, 2025.

17. Commissioners to appoint a commissioner to the Board of Health for a term concurrent with his/her City Commission term of office to succeed Commissioner Holly Murray whose term expired 12/31/25.

18. Commissioners to appoint Mayor or designee to Griffin-Spalding Chamber of Commerce as an Ex-Officio voting member for an annual term to expire 12/31/26 to succeed Mayor Hollberg whose term expired 12/31/25.

19. Commissioners to appoint a Commissioner to the Downtown Development Authority for a term concurrent with his/her term of office to succeed Commissioner Holly Murray whose term expired 12/31/25.

20. Commissioners to appoint a Commissioner to the Griffin Environmental Council (GEC) for term set to expire 12/31/26 to succeed Mayor Doug Hollberg whose term expired 12/31/25.

21. Commissioners to appoint two members to the Griffin Environmental Council three-year terms to expire 12/31/28 to succeed Melissa Tober and Antoinette Jackson whose terms expired 12/31/25.

22. Commissioners to appoint seven members (Mayor and six Districts) to the City Board of Ethics per Code of Griffin Chapter 2, Administration, Article III, Officers and Employees, Division 2, CODE OF ETHICS.

23. Commissioners to appoint Commissioner to the Griffin Downtown Council for an annual term to expire 12/31/26 to succeed Commissioner Cynthia Ward whose term expired 12/31/25.

24. Commissioners to appoint one commissioner to the Griffin-Spalding Airport Authority for a term concurrent with his/her City Commissioner term of office to succeed Commissioner Truman Tinsley whose term expired 12/31/25.

25. Commissioners to appoint member to the Griffin-Spalding Business and Tourism Association for a three-year term expiring 12/31/28 to succeed Jason Chance whose term expired 12/31/25.

26. Commissioners to appoint a commissioner to the Griffin-Spalding Business and Tourism Association for a one-year term expiring 12/31/26 to succeed Commissioner Cynthia Ward whose term expired 12/31/25.

27. Commissioners to appoint one member to the Griffin-Spalding County Development Authority for a three-year term set to expire 12/31/28 to succeed Nat Doughtie whose term expired 12/31/25.

28. Commissioners to appoint Mayor or designee to the Griffin-Spalding Development Authority for an annual term to expire 12/31/26 to succeed Commissioner Rodney McCord whose term expired 12/31/25.

29. Commissioners to appoint one member to the Griffin-Spalding County Hospital Authority for a four-year term set to expire 12/31/29, to succeed Brian Upson whose term expired 12/31/25.

30. Commissioners to appoint Ex-Officio, Non-Voting Commissioner to the Griffin-Spalding Hospital Authority for an annual term set to expire 12/31/26 to succeed Commissioner Rose Curtis whose term expired 12/31/25.

31. Commissioners to appoint two members to the Historic Preservation Commission for a three-year term set to expire 12/31/28 to succeed Bonnie Moret and Curtis Platte whose terms expired 12/31/25.

32. Commissioners to appoint two members to the Griffin Housing Authority, one for a five-year Business Representative term set to expire 12/31/30 to succeed Nat Doughtie whose term expired 12/31/25 and one for an annual term as Resident Appointee set to expire 12/31/26 to succeed Gloria Pine whose term expired 12/31/25.

33. Commissioners to appoint a Commissioner to the Griffin Housing Authority for an annual appointment as Ex-Officio Member for a term to expire 12/31/26 to succeed Commissioner Cynthia Ward whose term expired 12/31/25.

34. Commissioners to appoint one member to the Griffin-Spalding County Land Bank Authority for an unexpired three-year term set to expire 12/31/28 to succeed Patty Beckham who resigned effective January 1, 2026.

35. Commissioners to appoint two members to the Griffin Main Street Advisory Board: one Business/Property owner (downtown area) for a three-year term to succeed Kizzy Watts whose term expired 12/31/25 and one At-Large member for a three-year term to succeed Todd Gulledge whose term expired 12/31/25.

36. Commissioners to appoint Mayor or Designee to Main Street Program for an annual term set to expire 12/31/26 to succeed the term of Mayor Hollberg whose term expired 12/31/25.

37. Commissioners to appoint two members, Employee Participant and Retiree Participant, to the City's Pension Committee for one-year terms set to expire 12/31/26.

38. Commissioners to appoint members to Planning and Zoning Board for two district representatives: one for a three-year term to District 1 to succeed Pamela Sutton whose term expired 12/31/25 to be appointed by District 1 Commissioner, Cynthia Reid-Ward, and one for a three-year term to District 2 to succeed Ann Dukes whose term expired 12/31/25 to be appointed by District 2 Commissioner, Rose Curtis.

39. Commissioners to appoint City Law Enforcement member to Spalding County Collaborative Authority for Families and Children. The City Law Enforcement member will serve for a one-year term set to expire 12/31/26 .

40. Commissioners to appoint Commissioner liaison to Spalding County Collaborative for a one-year term set to

expire 12/31/26 to succeed Commissioner Rose Curtis whose term expired 12/31/25.

41. Commissioners to appoint one citizen non-public member to the Three Rivers Regional Commission Board of Directors for a one-year term set to expire 12/31/26 to succeed David Johnson whose term expired 12/31/25.

42. Commissioners to appoint two At-Large Members to the Griffin-Spalding Area Transportation Committee for annual terms to expire 12/31/26 to succeed Jason Chance and Chuck Copeland whose terms expired 12/31/25, along with Ex-Officio City Fire Chief or designee and Ex-Officio City Police Chief or designee for annual terms to expire 12/31/25.

43. Commissioners to appoint two Commissioners to the Griffin-Spalding Area Transportation Committee for annual terms to expire 12/31/26 to succeed Commissioner Truman Tinsley and Commissioner Brad Wright whose terms expired 12/31/25.

44. Appoint Mayor (only) to annual position on Workforce Investment Council's Chief Elected Officials Organization (CEOO) for a term to expire 12/31/26 to succeed Mayor Hollberg whose term expired 12/31/25.

45. Consider the appointment of members to Post 2 and Post 8 of the Griffin-Spalding County Area Regional Airport Authority to succeed Jessica O'Connor and Tommy Barrett, respectively, whose terms ended 12/31/25.

46. Consider minutes of the City of Griffin Board of Commissioners' Facilitated Discussion on October 21 and 22, 2025.

47. Consider minutes of the City of Griffin Board of Commissioners' Called Workshop and Regular Meetings on December 9, 2025.

48. Consider ratification of an Administrative Order Clarifying the Effective Date of the Resolution Approving the Organizational Chart and Payscale Changes Adopted by the Board of Commission at its December 9, 2025 Meeting. *City Manager, Jessica O'Connor, will address.*

49. Consider a resolution designating certain positions to act as City Manager designees pursuant to Section 3.2(c) of the Charter of the City of Griffin. *City Manager, Jessica O'Connor, will address*.

50. Consider a Resolution imposing a 180 day moratorium on Technological Facilities, as defined in State law, which includes data centers and cryptocurrency mining operations. *City Attorney Drew Whalen and Development Director Michelle Haynes will address.*

51. Consider authorizing travel for the Commissioners to the Georgia Municipal Association's Cities United Summit in Atlanta, Georgia on January 22-26, 2026.

52. Consider Executive Session pursuant to O.C.G.A. Section 50-14-3(b)(1)(B) for the purpose of authorizing negotiations to purchase, dispose of, or lease property and pursuant to O.C.G.A. Section 50-14-2(1) for the purpose of consulting and meeting with legal counsel pertaining to pending or potential litigation, settlement, claims, administrative proceedings, or other judicial actions brought or to be brought by or against the agency or any officer or employee or in which the agency or any officer or employee may be directly involved

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:

Appointment by Mayor Hollberg of Mayor Pro Tem (Vice Chairperson) for calendar year 2026.

SPECIAL CONSIDERATIONS OR CONCERNS:

The City Charter Section 2.11 provides that the Mayor shall annually appoint a Mayor Pro Tem (Vice-Chairperson) to act in his/her stead in the event of absence or disability.

STAFF RECOMMENDATION:

N/A

FINANCIAL IMPACT:

N/A

Submitted By:
Susan Bartholomew

Meeting Date:
13/01/2026

Reviewed By:
Jessica O'Connor

AGENDA ITEM SUMMARY

ITEM SUMMARY:

Recognize Claire Haulk, Data Analyst in the Information Technology Department, as the December 2025 Strongest Link in the Chain award recipient. *Telecommunications Manager, Chris Sprayberry, will address.*

SPECIAL CONSIDERATIONS OR CONCERNS:

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

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

STAFF RECOMMENDATION:

N/A

FINANCIAL IMPACT:

N/A

Submitted By:
Stephanie Woods

Meeting Date:
13/01/2026

Reviewed By:
Jessica O'Connor

ATTACHMENTS:
Claire Haulk - Strongest Link Nomination - December 2025.pdf

Strongest Link in the Chain (Individual) Nominee Form

Nominee Name: Claire Haulk Department: ITC Information Technology

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

Nominee Department Director Approval for submission_____Date_____

Your (Nominator) Name: Chris Sprayberry Department: ITC/Telecom

Submission Date to HR: 1/6/2026

Is this monthly nomination? Yes No If yes, which month Yes, December 2025

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

Reason for the Nomination

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

From day one, Claire has played a vital role in the success of the Telecommunications department. Claire consistently goes above and beyond in ensuring the revenue data and reporting for the Telecom department is accurate and free of discrepancies. In addition to the revenue data and reporting, Claire also assists in making sure all FCC & GA Public Service regulatory compliance reports are accurate and filed on time. Claire has played a huge role in setting up the Telecom billing rates in Cogsdale, as well as ensuring Telecom customer billing information is accurate. Claire's attention to detail and data analysis expertise is vital to all City of Griffin systems and departments.

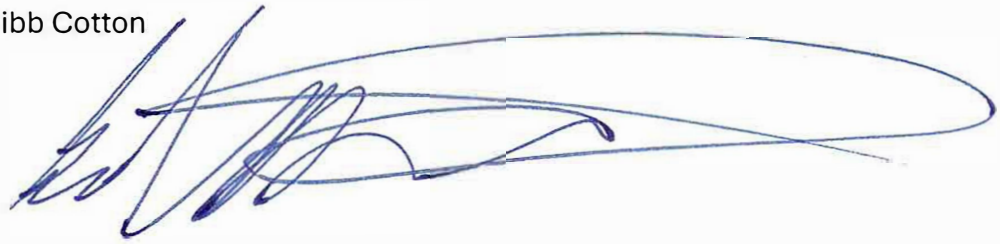
Please accept my nomination for Claire Haulk, December 2025 Strongest Link in the Chain. Claire's positive attitude and work ethic not only makes our department better, but the City of Griffin as a whole.

Thanks, Chris Sprayberry 1/6/2026



Claire has always had a friendly can-do attitude towards all challenges that come her way. Recently, she has been tasked to help with Solid Waste improvements including dumpster auditing, account location information/routing, and assisting with the ordinance review. She has helped by creating new reports to ensure accurate billings for citizens while also providing valuable "on the ground" information about process functions to executive leadership staff. She has tackled these tasks with a smile while also performing her normal duties of utility auditing. She is consistently going above and beyond in her job role to help the city and the citizens.

-Gibb Cotton



AGENDA ITEM SUMMARY

ITEM SUMMARY:

Review financial reports for November 2025. *Finance Director, Deborah Manning-Gilbert will address.*

SPECIAL CONSIDERATIONS OR CONCERNS:

N/A

STAFF RECOMMENDATION:

N/A

FINANCIAL IMPACT:

N/A

Submitted By:

Deborah Gilbert

Meeting Date:

13/01/2026

Reviewed By:

Jessica O'Connor

ATTACHMENTS:

Cash Balance 11.30.2025.pdf
Interim Statements by Fund_11.30.2025.pdf
LOST 11.30.2025.pdf
TSPLOST 11.30.2025.pdf
Budget to Actual Update.docx

	6/30/2025	11/30/2025		
	ALL FUNDS	**OPERATING**	**RESTRICTED**	**RESERVED**
CASH AND CASH EQUIVALENTS				
Cash				
101-General Fund	$9,147,521.52	$7,521,305.12	$474,732.06	
210-Confiscated Assets Fund	222,011.29		216,627.30	
234-ARPA American Rescue Plan Act	2,271,795.67		1,705,394.72	
237-Community Development Block Grant 2024			279,423.00	
251-Multiple Grant Fund	131,911.15		100,064.55	
253-Neighborhood Stabilization Program	210,550.03		210,550.03	
255-Neighborhood Stabilization Program NSP3	151,868.23		151,868.23	
270-Tax Incentive Program (TIP)	24,011.24		24,011.24	
271-Tax Allocation District (TAD #1)	1,080,207.80		590,872.90	
272-Tax Allocation District (TAD #2)	3,049,668.23		3,059,950.12	
282-Court Technology Fund	174,673.56		181,880.28	
283-Police Donations Fund	8,479.48		8,479.48	
321-SPLOST Fund 2016	4,034,552.89		3,779,340.82	
335-T-SPLOST Fund 2022	13,719,447.74		12,758,887.68	
360-Urban Redevelopment Agency Fund	2,554,157.28		1,563,809.71	
505-Water/Wastewater Utility Fund	4,153,906.52	3,928,317.47		
510-Electric Utility Fund	4,116,931.37	3,996,106.96	187,241.57	
540-Solid Waste Fund	1,274,537.35	263,579.57		648,911.60
550-Airport Fund	1,017,150.35	1,951,723.89		
560-Stormwater Utility Fund	574,664.63	348,558.21		
570-Telecomminications Fund	261,701.28	244,453.27		
591-Golf Course Fund	2,508,882.97	3,044,208.48		
601-Internal Service Fund - Motor Pool Fund	1,867,625.66	2,011,412.14		
610-Internal Service Fund - Payroll	1,096,553.13	210,690.51	210,690.51	
611-ISF-Employee Benefits Fund	1,292,762.95	1,709,723.83		
745-Municipal Court Fund	434,771.76		499,793.59	
771-OPEB Fund	39,412.59		39,412.59	
791-Cemetery Trust Fund	1,253,814.66		1,273,264.23	
792-Mausoleum Trust Fund	315,501.25		315,501.25	
952-Main Street Fund	217,409.23		162,244.14	
953-Downtown Development Fund	106,379.60		97,625.09	
Total Cash	57,312,861.41	25,230,079.45	27,891,665.09	648,911.60
Investments				
101-General Fund	33,948,510.77	35,267,106.26		719,035.99
505-Water/Wastewater Utility Fund	5,208,224.86		6,774,968.81	
510-Electric Utility Fund	53,797,678.66	460,426.41	4,640,875.95	53,299,984.26
540-Solid Waste Fund	747,691.22	108,303.64	650,755.45	
591-Golf Course Fund	97,008.77	97,008.77		
771-OPEB Fund	2,459,749.00		2,459,749.00	
791-Cemetery Trust Fund	5,026,191.45		5,412,664.46	
792-Mausoleum Trust Fund	536,648.62		551,379.44	
793-Light Water Sewer (LWS) Emergency Trust Fund	1,133,190.33		1,156,587.26	
Total Investments	102,954,893.68	35,932,845.08	21,646,980.37	54,019,020.25
Total Cash and Investments	**$160,267,755.09**	**$61,162,924.53**	**$49,538,645.46**	**$54,667,931.85**

INTERIM STATEMENTS by Fund

All Funds: City-Wide

For the Five Months Ending Sunday, November 30, 2025

	FISCAL YEAR 2026			Variance with		PRIOR FYTD	
	Actual		Amended	Amended Budget		11/30/2024	6/30/2025
	MTD	FYTD	Budget	$ Over / (Under)	%	Actual	Actual
OPERATING REVENUE							
TAXES							
Real property - current year	$354,575	$402,565	$5,595,000	($5,192,435)	7.20%	$874,551	$5,751,553
Public utility			20,480	(20,480)			24,758
Real property - prior year	35,274	116,000	140,000	(24,000)	82.86%	85,164	167,064
Motor vehicle	819	7,110	20,000	(12,890)	35.55%	8,744	20,739
Intangible		11,907	48,000	(36,093)	24.81%	12,520	55,870
Railroad equipment	30	36	8,500	(8,464)	0.42%	8,506	8,522
Real estate transfer (intangible)		8,417	18,700	(10,283)	45.01%	5,500	25,308
Total Taxes	390,698	546,035	5,850,680	5,304,645	9.33%	994,985	6,053,814
Motor vehicle title ad valorem tax fee	48,894	284,120	705,000	(420,880)	40.30%	299,957	737,366
Alternative ad valorem tax (AAVT)							3,500
Franchise taxes:							
Electric			60,000	(60,000)			54,634
Gas		52,984	192,000	(139,016)	27.60%	48,333	207,285
Television cable		32,535	148,000	(115,465)	21.98%	36,836	144,932
Telephone	2,259	7,112	8,000	(888)	88.90%	4,825	20,374
Payment In Lieu of Tax GHA		3,506	20,950	(17,444)	16.74%		13,759
Video		2,674	14,000	(11,326)	19.10%	3,096	11,559
Total Franchise taxes	2,259	98,811	442,950	(344,139)	22.31%	93,090	452,543
Total Taxes and Franchise taxes	441,851	928,966	6,998,630	6,069,664	13.27%	1,388,032	7,247,223
Local option sales and use taxes	482,564	2,494,707	5,650,000	(3,155,293)	44.15%	2,337,572	5,686,592
Hotel/Motel	17,609	93,802	170,000	(76,198)	55.18%	55,307	151,714
Alcoholic beverage excise	48,443	195,137	645,000	(449,863)	30.25%	192,313	603,307
Other		(4,525)		(4,525)			
Total selective sales and use taxes	66,052	284,414	815,000	(530,586)	34.90%	247,620	755,021
Business taxes:							
Business and occupation taxes	85,995	196,275	470,000	(273,725)	41.76%	191,102	465,738
Insurance premium taxes		2,554,486	2,350,000	204,486	108.70%	2,242,656	2,242,656
Financial institutions taxes			135,000	(135,000)			132,179
Total business taxes	85,995	2,750,761	2,955,000	(204,239)	93.09%	2,433,758	2,840,573
Penalties and interest on deliquent taxes							
Real	6,327	44,976	60,000	(15,024)	74.96%	25,998	85,346
Business		76	3,500	(3,424)	2.17%	192	2,894
Total penalties and interest on deliquent taxes	6,327	45,052	63,500	(18,448)	70.95%	26,190	88,240
TOTAL TAXES	**1,082,789**	**6,503,900**	**16,482,130**	**(9,978,230)**	**39.46%**	**6,433,172**	**16,617,649**
LICENSE AND PERMITS							
Business licenses:							
Alcoholic beverages:							
Alcoholic Beverage License	70,650	202,750	216,000	(13,250)	93.87%		
Beer						16,800	59,325
Wine						16,800	60,225
Liquor						18,900	99,400
Total alcoholic beverage licenses	70,650	202,750	216,000	(13,250)	93.87%	52,500	218,950
General business licenses:							
Insurance		300	35,000	(34,700)	0.86%	375	31,163
Mobile food vendor permits		25	200	(175)	12.50%	25	125
Media production fees		300		300			900
Total general business licenses		625	35,200	(34,575)	1.78%	400	32,188
Total Business licenses	70,650	203,375	251,200	(47,825)	80.96%	52,900	251,138
Non-business licenses and permits:							
Building and signs:							
Zoning and land use permits	1,400	3,850	7,000	(3,150)	55.00%	2,550	6,450

	FISCAL YEAR 2026			Variance with Amended Budget		PRIOR FYTD	
	Actual		Amended			11/30/2024	6/30/2025
	MTD	FYTD	Budget	$ Over / (Under)	%	Actual	Actual
House moving permit		50		50			
Sign permits	1,015	5,365	14,000	(8,635)	38.32%	5,365	14,985
Other permits		450	2,000	(1,550)	22.50%	2,900	3,500
Catering	650	1,400	1,500	(100)	93.33%	450	1,525
Total building and sign permits	3,065	11,115	24,500	(13,385)	45.37%	11,265	26,460
Regulatory fees (permits):							
Building structures and equipment permits:							
Protective	4,100	29,150	50,000	(20,850)	58.30%	20,000	55,850
Building	32,897	530,298	285,000	245,298	186.07%	67,486	401,577
Plumbing	350	2,713	8,000	(5,287)	33.91%	3,071	6,583
Electrical	9,850	32,850	35,000	(2,150)	93.86%	16,736	38,386
Gas		100	1,000	(900)	10.00%	280	980
Mechanical	600	2,100	8,000	(5,900)	26.25%	2,839	8,139
Total building structures and equipment permits	47,797	597,211	387,000	(210,211)	154.32%	110,412	511,515
Total non-business licenses and permits	50,862	608,326	411,500	196,826	147.83%	121,677	537,975
Penalties and interest on deliquent licenses and permits							
Alcoholic license	1,500	1,500		1,500			
Interest on business licenses		160		160		382	1,203
Total penalties and interest on deliquent licenses and permits	1,500	1,660		1,660		382	1,203
TOTAL LICENSES AND PERMITS	**123,012**	**813,361**	**662,700**	**150,661**	**122.73%**	**174,959**	**790,316**
CHARGES FOR SERVICES							
General government:							
Fees - plan reviews		2,600	60,000	(57,400)	4.33%	14,806	18,956
Fees - demolition recovery	650	20,639		20,639		26,921	135,457
Fees - zoning applications	100	2,550	4,500	(1,950)	56.67%	1,650	5,775
Information technology fees	300	1,500		1,500		1,500	3,600
Indirect cost allocation	718,384	3,591,919	8,678,529	(5,086,610)	41.39%	3,061,412	7,347,388
GIS cost allocation	39,593	197,967	475,121	(277,154)	41.67%	170,782	409,877
Motor pool charges	37,527	398,592	1,383,050	(984,458)	28.82%	499,410	1,117,603
Publication Sales		80		80		80	160
Business occupation tax admin fee	11,000	25,950	80,000	(54,050)	32.44%	23,900	77,900
Total general government	807,554	4,241,797	10,681,200	6,439,403	39.71%	3,800,461	9,116,716
Public safety - fire inspections	802	3,447	6,000	(2,553)	57.45%	1,900	8,993
Public safety - prisoner housing fees	5,980	25,594	70,000	(44,406)	36.56%	30,957	64,391
Utilities / enterprise charges and fees							
Fees - Collection - Residential	259,784	1,294,558	2,981,462	(1,686,904)	43.42%	1,014,843	2,984,299
Fees - Collection - Commercial	117,322	584,631	1,325,000	(740,369)	44.12%	462,862	1,344,644
Fees - Transfer Station	150,813	926,152	1,945,000	(1,018,848)	47.62%	781,036	2,065,934
Fees - Special Handling	840	9,125	20,000	(10,875)	45.63%	7,660	21,163
Fees - Rolloff Containers	79,139	407,534	800,000	(392,466)	50.94%	270,550	705,350
Fees - Yard Waste Disposal	77,821	388,222	947,000	(558,778)	40.99%	305,582	895,956
Fees - Yard Waste Special Handling		(7)		(7)		(21)	(55)
Sale of Recycled Materials	4,061	23,374	5,000	18,374	467.48%	13,622	51,583
Permit Fees - Commercial Hauler	400	1,200	4,000	(2,800)	30.00%	1,200	3,100
Fees - Landfill Use	173,185	1,071,116	2,563,000	(1,491,884)	41.79%	1,151,762	2,598,233
Recycling Fees Sort Line			150,000	(150,000)			
Water Institutional			215,000	(215,000)		107,347	247,083
Fees - Water Industrial	25,600	141,592	316,000	(174,408)	44.81%	126,443	318,091
Fees - Water Residential	364,720	1,890,949	4,580,000	(2,689,051)	41.29%	1,546,612	4,434,579
Fees - Water Commercial	152,769	803,518	1,435,000	(631,482)	55.99%	444,238	1,421,796

	FISCAL YEAR 2026			Variance with Amended Budget		PRIOR FYTD	
	Actual		Amended			11/30/2024	6/30/2025
	MTD	FYTD	Budget	$ Over / (Under)	%	Actual	Actual
Pass-Thru Water Spalding County	(476,125)	(1,899,217)	(5,521,000)	3,621,783	34.40%	(2,182,936)	(6,481,897)
Fees - Fire Hydrant Water		4,821	40,000	(35,179)	12.05%	20,400	44,444
Fees - Water Lock Cut		1,525	1,500	25	101.67%	950	2,000
Bulk Water - Spalding County	922,395	4,923,364	11,835,000	(6,911,636)	41.60%	3,951,425	10,927,417
Bulk Water - Williamson	7,371	41,706	100,000	(58,294)	41.71%	51,192	90,307
Bulk Water - Zebulon	31,445	171,494	506,000	(334,506)	33.89%	189,793	482,895
Bulk Water - Butts County	2,909	14,792	43,000	(28,208)	34.40%	13,360	34,343
Bulk Water - Coweta County	513,000	2,582,100	6,248,800	(3,666,700)	41.32%	2,363,250	6,251,405
Bulk Water - Barnesville		17		17		15	44
Bulk Water - City of Concord	647	3,383	2,500	883	135.32%	1,801	6,354
Bulk Water - Pike Co Water & Sewerage Authority		2,037	10,000	(7,963)	20.37%		2,243
Bulk Water - Hampton	1,000	14,000		14,000			
Fees - Water Tap							2,220
Fees - Water Irrigation	18,736	75,757	450,000	(374,243)	16.83%	207,675	368,708
Fees - Meter Install		6,080	28,560	(22,480)	21.29%	14,640	43,251
Fees - Commercial Broken Pipe	739	3,680		3,680		1,810	7,359
Sewer Flat - Industrial	28,762	143,923	363,000	(219,077)	39.65%	139,808	333,381
Sewer Flat - Residential	498,677	2,565,605	6,301,000	(3,735,395)	40.72%	2,119,819	6,096,668
Sewer Flat - Commercial	257,650	1,416,024	2,975,000	(1,558,976)	47.60%	1,083,408	2,971,387
Sewer Tap Fee		11,525	23,000	(11,475)	50.11%	2,300	13,800
Wastewater Capacity Recovery Fee		730,561		730,561			21,000
Water Capacity Recovery Fee		32,300		32,300			3,600
Stormwater - Residential Upper Tier	39,378	197,474	475,068	(277,594)	41.57%	146,946	439,526
Stormwater - Residential Lower Tier	18,541	93,001	223,452	(130,451)	41.62%	81,489	231,568
Stormwater - Commercial Fees	191,219	954,510	2,345,669	(1,391,159)	40.69%	789,022	2,225,447
Sewer - Sun City	143,235	710,578	1,570,000	(859,422)	45.26%	504,714	1,610,850
Sewer - Greyson Parc	18,579	91,423	205,000	(113,577)	44.60%	59,493	196,729
Pass-Thru - Sewer	(153,661)	(460,129)		(460,129)			
Fees - Electric Residential Service	1,241,484	9,365,906	21,200,000	(11,834,094)	44.18%	7,836,446	20,170,109
Fees - Electric Commercial Service	1,528,666	8,852,371	20,721,217	(11,868,846)	42.72%	7,604,894	19,799,813
Fees - Electric Industrial Service	717,629	3,835,855	8,700,000	(4,864,145)	44.09%	3,403,681	8,699,620
Fees - Electric Fuel Adjustment	599,385	3,796,501	8,700,000	(4,903,499)	43.64%	3,273,254	8,391,570
Fees - Electric Temporary Service		650	2,000	(1,350)	32.50%	1,000	1,850
Fees - Pole Rental Current Year			301,000	(301,000)		450	276,077
ECCR Adjustment	113,092	716,335	1,600,083	(883,748)	44.77%	617,595	1,597,396
Telecom - Telephone Revenue	3,248	15,284	21,705	(6,421)	70.42%	10,014	30,080
Telecom - Telephone Internal Customer Fees	5,347	26,733	78,354	(51,621)	34.12%	23,303	63,009
Total utilities / enterprise charges and fees	7,679,802	46,583,933	106,836,370	(60,252,437)	43.60%	38,564,747	102,046,329
Other / enterprise charges and fees							
Green Fees	33,824	144,084	260,000	(115,916)	55.42%	100,409	239,942
Handicap Fees		105	1,225	(1,120)	8.57%	245	1,085
Golf Cart Rentals	36,966	202,508	360,000	(157,492)	56.25%	167,233	382,254
Merchandise Sales	2,493	14,166	30,000	(15,834)	47.22%	10,466	30,161
Driving Range Fees	3,130	18,626	32,500	(13,874)	57.31%	13,924	36,090
Membership Fees	1,100	32,090	45,000	(12,910)	71.31%	16,800	52,045
Food & Beverage	3,142	22,141	40,000	(17,859)	55.35%	19,186	43,618
Beer Sales	1,765	10,399	18,000	(7,601)	57.77%	7,900	18,673
Pull Cart Rentals	32	48	1,700	(1,652)	2.82%	662	1,174
Tournament Fees	2,664	23,645	40,000	(16,355)	59.11%	19,589	38,511
Golf Balls	4,292	21,658	28,000	(6,342)	77.35%	14,755	39,024
Fuel Sales - AVGAS	7,682	71,300	186,770	(115,470)	38.18%	90,703	199,527

	FISCAL YEAR 2026			Variance with Amended Budget		PRIOR FYTD	
	Actual		Amended			11/30/2024	6/30/2025
	MTD	FYTD	Budget	$ Over / (Under)	%	Actual	Actual
Fuel Sales - Jet A	12,345	94,577	154,551	(59,974)	61.19%	78,848	209,783
Airport Services - Tug Fees	40	100		100		30	220
Fiber Fees	82,313	285,859	642,154	(356,295)	44.52%	214,732	626,105
Fiber Fees - Internal Customer Fees	41,471	206,688	480,541	(273,853)	43.01%	180,166	483,518
Total other / enterprise charges and fees	233,259	1,147,994	2,320,441	(1,172,447)	49.47%	935,648	2,401,730
Other fees							
General Fund-Customer Service -Charges for Serv- -	63,390	317,897	820,000	(502,103)	38.77%	262,813	760,168
Fuel Flowage Fees	5,760	19,760	32,000	(12,240)	61.75%	14,560	36,300
Landfill Capital Surcharge Fee	4,720	29,064	70,000	(40,936)	41.52%	30,233	70,069
Landfill Closure Surcharge Fee	4,720	29,064	70,000	(40,936)	41.52%	30,233	70,075
Container Fees	2,520	17,760	48,000	(30,240)	37.00%	19,380	44,040
Pole Installation	966	1,449	5,000	(3,551)	28.98%	79	6,232
After Hours Service Fee	900	8,200	20,000	(11,800)	41.00%	11,569	23,068
Connection Fees	15,100	98,740	225,000	(126,260)	43.88%	101,425	241,305
Surge Protection Fees	386	1,936	5,000	(3,064)	38.72%	1,676	4,774
Reconnect Fees	9,210	88,880	205,000	(116,120)	43.36%	70,525	182,085
Underground Trenching	3,042	26,034	30,000	(3,966)	86.78%	12,483	41,121
UGA Contracted Services	769	769		769			
Credit Card Fees	1,642	7,461	9,000	(1,539)	82.90%	4,070	10,959
Power Resoration Aid			55,000	(55,000)		96,150	308,357
Overnight Fees	40	90	100	(10)	90.00%	30	180
Total other fees	113,165	647,104	1,594,100	(946,996)	40.59%	655,226	1,798,733
Culture and recreation							
Still Branch WTP Gate Receipts		544	5,100	(4,556)	10.67%	2,729	6,301
Total culture and recreation		544	5,100	(4,556)	10.67%	2,729	6,301
Other charges for services							
Cemetery Opening/Closing Fee	300	300		300		600	1,500
Site Sales	10,000	58,900		58,900		33,350	108,700
Cemetery Fees	14,335	77,080	160,000	(82,920)	48.18%	75,850	191,650
Niche Engraving	250	250		250			150
Internment Fees	1,650	9,900	23,650	(13,750)	41.86%	10,050	25,650
Monument Fees	1,650	5,200	10,000	(4,800)	52.00%	4,200	9,500
Returned Check Fees	2,905	16,690	35,000	(18,310)	47.69%	13,225	31,095
Delinquent Penalties	125,156	713,905	1,675,000	(961,095)	42.62%	729,368	1,636,028
Total other charges for services	156,246	882,225	1,903,650	(1,021,425)	46.34%	866,643	2,004,273
TOTAL CHARGES FOR SERVICES	**8,996,808**	**53,532,638**	**123,416,861**	**(69,884,223)**	**43.38%**	**44,858,311**	**117,447,466**
FINES AND FORFEITURES							
Court							
Police Revenue	821	5,601	10,000	(4,399)	56.01%	3,789	11,360
Traffic Fines	60,349	261,988	800,000	(538,012)	32.75%	309,601	643,945
Fine Surcharge - Technology - Court	2,086	8,359	20,000	(11,641)	41.80%	10,071	20,095
School Zone Speed Safety Program	1,425	8,150	105,000	(96,850)	7.76%	33,676	96,901
Total court revenues and fines	64,681	284,098	935,000	(650,902)	30.38%	357,137	772,301
Bond confiscations							
Confiscations		9,950		9,950			
Total Bond Confiscations		9,950		9,950			
Confiscations							
Federal Confiscations		1,239		1,239		37,365	110,337
Total state and federal confiscations		1,239		1,239		37,365	110,337

	FISCAL YEAR 2026			Variance with Amended Budget		PRIOR FYTD	
	Actual		Amended			11/30/2024	6/30/2025
	MTD	FYTD	Budget	$ Over / (Under)	%	Actual	Actual
National Opioid Settlement Payments		31,089		31,089		36,399	43,198
TOTAL FINES AND FORFEITURES	**64,681**	**326,376**	**935,000**	**(608,624)**	**34.91%**	**430,901**	**925,836**
RENTS AND ROYALTIES							
Property Rental	80,425	161,838	146,287	15,551	110.63%	104,706	329,831
Water Tower	7,143	33,944	80,910	(46,966)	41.95%	23,117	73,841
Sale of Excess Capacity	1,495	16,652	100,000	(83,348)	16.65%	10,436	94,702
Third-party Sales	54,562	373,304	585,500	(212,196)	63.76%	384,401	840,006
Equipment Rental Fees	160	5,964	15,173	(9,209)	39.31%	7,587	15,661
MEAG Refunding Flexible Operating	1,495	16,652		16,652		10,436	94,703
AMR from MEAG Trust	900	4,500	10,800	(6,300)	41.67%	4,500	10,800
T-Hangar Rentals	1,025	5,125	14,000	(8,875)	36.61%	5,125	12,300
Tie Down Rentals	50	250	2,000	(1,750)	12.50%	825	2,850
Ground Leases	13,740	70,141	168,528	(98,387)	41.62%	79,952	175,980
MEAG Year End Settlement		3,355,432	850,000	2,505,432	394.76%	1,249,539	1,249,539
Settlements from Insurance Claims	4,240	93,865	66,926	26,939	140.25%	3,444	17,125
Settlements from Insurance Claims		342,974	83,849	259,125	409.04%	10,528	305,977
Cash Over/Short	(930)	(5,427)		(5,427)		(282)	(491)
Misc Revenue	173,274	996,359	2,107,825	(1,111,466)	47.27%	1,019,216	2,865,541
TOTAL RENTS AND ROYALTIES	**337,579**	**5,471,573**	**4,231,798**	**1,239,775**	**129.30%**	**2,913,530**	**6,088,365**
TOTAL OPERATING REVENUE	**10,604,869**	**66,647,848**	**145,728,489**	**(79,080,641)**	**45.73%**	**54,810,873**	**141,869,632**
OPERATING EXPENSE							
Personal Services and Employee Benefits:							
Salaries and Wages	2,182,185	10,656,021	30,758,512	20,102,491	34.64%	10,140,891	27,452,617
Employee Benefits	695,102	3,732,845	13,227,141	9,494,296	28.22%	3,493,175	8,501,197
Total Personal Services and Employee Benefits	2,877,287	14,388,866	43,985,653	29,596,787	32.71%	13,634,066	35,953,814
Purchased or Contracted Services	1,486,952	11,219,356	24,038,667	12,819,311	46.67%	6,783,676	18,795,646
Utilities:							
Water/Sewerage	21,971	104,721	249,710	144,989	41.94%	103,758	247,599
Natural Gas	4,444	15,426	60,900	45,474	25.33%	10,028	46,658
Electricity	213,603	1,175,144	3,318,040	2,142,896	35.42%	1,180,810	2,859,687
Propane	194	241	107,060	106,819	0.23%	12,076	45,977
Gasoline	94,600	411,587	1,368,470	956,883	30.08%	424,588	1,195,398
Stormwater	68,420	342,350	826,036	483,686	41.44%	333,847	807,427
Customer Service Fee	389	1,932	4,872	2,940	39.66%	1,964	4,739
Total Utilities	403,621	2,051,401	5,935,088	3,883,687	34.56%	2,067,071	5,207,485
Supplies	324,900	1,963,811	7,635,004	5,671,193	25.72%	2,029,858	5,753,738
Electricity for Resale	3,277,780	17,993,413	42,665,126	24,671,713	42.17%	18,039,847	42,504,925
Capital Outlay:							
Property (Land and Buildings)	1,744,428	14,421,314	80,781,235	66,359,921	17.85%	4,198,501	15,855,027
Machinery and Equipment	490,825	1,835,611	4,920,046	3,084,435	37.31%	1,278,397	3,908,828
Capital Outlay - Reclass to Balance Sheet	(1,222,527)	(12,880,715)		12,880,715		(2,676,271)	(8,142,391)
Total Capital Outlay	1,012,726	3,376,210	85,701,281	82,325,071	3.94%	2,800,627	11,621,464
Depreciation Expense	726,016	3,620,535	7,754,900	4,134,365	46.69%	3,361,914	8,036,068
Bad Debt		59,092	359,000	299,908	16.46%	205,872	205,872
Inter-Departmental Charges	1,104,363	6,147,796	9,653,649	3,505,853	63.68%	6,068,748	14,760,626
Miscellaneous	8,290	80,208	726,697	646,489	11.04%	79,326	92,789
TOTAL OPERATING EXPENSE	**11,221,935**	**60,900,688**	**228,455,065**	**167,554,377**	**26.66%**	**55,071,005**	**142,932,427**
OPERATING INCOME (LOSS)	**(617,066)**	**5,747,160**	**(82,726,576)**	**88,473,736**	**(6.95%)**	**(260,132)**	**(1,062,795)**

INTERIM STATEMENTS by Fund

All Funds: City-Wide

For the Five Months Ending Sunday, November 30, 2025

	FISCAL YEAR 2026			Variance with		PRIOR FYTD	
	Actual		Amended	Amended Budget		11/30/2024	6/30/2025
	MTD	FYTD	Budget	$ Over / (Under)	%	Actual	Actual
NON-OPERATING INCOME (EXPENSE)							
Intergovernmental							
Federal Government Grants							
Operating - Categorical							
Direct		7,864		7,864		8,268	20,288
Indirect			286,307	(286,307)		1,466,221	1,466,221
Total Operating - Categorical		7,864	286,307	(278,443)	2.75%	1,474,489	1,486,509
Capital							
Direct			24,583,988	(24,583,988)		340,791	340,791
Indirect		47,246		47,246			
Net Capital		47,246	24,583,988	(24,536,742)	0.19%	340,791	340,791
Total Federal Government Grants		55,110	24,870,295	(24,815,185)	0.22%	1,815,280	1,827,300
Federal Government Transfers (Non-Grant)							
America Rescue Plan (ARP) Act of 2021 Fiscal Recovery Funds	172,911	363,158	1,136,359	(773,201)	31.96%	737,678	2,091,568
State Government Grants							
Operating - Categorical							
Direct							
Llebg Bullet Proof Vest			12,750	(12,750)			
Miscellaneous State Grant			18,548	(18,548)			
GA DOT Grant			320,000	(320,000)			713,611
Total Direct			351,298	351,298			713,611
Total Operating - Categorical			351,298	(351,298)			713,611
Capital							
Direct (CDBG Grant Proceeds)	374,789	10,317,903	23,066,098	(12,748,195)	44.73%	392,572	2,794,890
Total Capital		47,246	24,583,988	(24,536,742)	0.19%	340,791	340,791
Total State Government Grants	374,789	10,317,903	23,417,396	(13,099,493)	44.06%	392,572	3,508,501
Local Government Unit Grants							
Spalding Co. Contribution		15,512	589,220	(573,708)	2.63%	15,512	111,431
Board of Education - RESA		42,683	200,887	(158,204)	21.25%	36,249	180,950
Spalding County Contribution			219,126	(219,126)			129,888
Spalding County Contribution			562,505	(562,505)			
City of Griffin Contribution							(208,825)
Total Local Government Unit Grants		58,195	1,571,738	1,513,543	3.70%	51,761	213,444
Transportation Special purpose local option sales and use taxes	429,395	2,111,820	3,727,500	(1,615,680)	56.66%	1,918,108	4,750,349
Total Intergovernmental revenue	977,095	12,906,186	54,723,288	(41,817,102)	23.58%	4,915,399	12,391,162
Intergovernmental - Exp	(47,580)	(229,654)	(486,492)	256,838	47.21%	(112,936)	(475,342)
Total Intergovernmental - net	929,515	12,676,532	54,236,796	(41,560,264)	23.37%	4,802,463	11,915,820
Interest Income							
Bank Account Interest	227	1,134		1,134		1,134	2,722
Bank Account Interest	124,885	661,282	960,000	(298,718)	68.88%	649,024	1,537,261
Bank Account Interest	36,246	217,402		217,402		218,083	544,709
Dividends	135,234	722,445		722,445		978,440	1,947,854
P-Card Rebate Program		10,743		10,743		7,663	7,663
Unrealized Gain/Loss on Investments	155,995	772,463		772,463		647,250	791,303
Total Interest/Investment Income	452,587	2,385,469	960,000	1,425,469	248.49%	2,501,594	4,831,512
Principal	(25,223)	(265,407)	(9,368,268)	9,102,861	2.83%	(89,744)	(262,988)
Interest Expense	(58,804)	(726,304)	(1,561,201)	834,897	46.52%	(690,532)	(1,563,281)

INTERIM STATEMENTS by Fund
All Funds: City-Wide
For the Five Months Ending Sunday, November 30, 2025

	FISCAL YEAR 2026			Variance with Amended Budget		PRIOR FYTD	
	Actual		Amended			11/30/2024	6/30/2025
	MTD	FYTD	Budget	$ Over / (Under)	%	Actual	Actual
Total principal and interest expense	(84,027)	(991,711)	(10,929,469)	9,937,758	9.07%	(780,276)	(1,826,269)
Contributions and donations							
Contributions & Donations			36,600	(36,600)			45,375
Contributed Capital	13,790	13,790		13,790			2,800
GMA Safety Grant							20,000
Total contributions and donations	13,790	13,790	36,600	(22,810)	37.68%		68,175
Gain (loss) on sale of capital assets							
Gain / Loss on Sale of Assets	15,507	21,082		21,082		34,755	44,588
Proceeds from Bond Issuance							4,565,000
GMA Lease Proceeds		339,489	340,000	(511)	99.85%		642,144
Total gain (loss) on sale of capital assets	15,507	360,571	340,000	20,571	106.05%	34,755	5,251,732
TOTAL NON-OPERATING INCOME (EXPENSE)	**1,327,372**	**14,444,651**	**44,643,927**	**(30,199,276)**	**32.36%**	**6,558,536**	**20,240,970**
INCOME (LOSS) BEFORE TRANSFERS	**710,306**	**20,191,811**	**(38,082,649)**	**58,274,460**	**(53.02%)**	**6,298,404**	**19,178,175**
TRANSFERS							
Transfers - in	2,122,807	6,872,435	16,231,898	(9,359,463)	42.34%	6,558,667	16,034,848
Transfers - out	(2,122,807)	(6,872,435)	(16,886,013)	10,013,578	40.70%	(6,558,667)	(16,034,848)
TOTAL TRANSFERS - NET			**(654,115)**	**654,115**			
CHANGE IN NET POSITION	**$710,306**	**$20,191,811**	**($38,736,764)**	**$58,928,575**	**(52.13%)**	**$6,298,404**	**$19,178,175**
CONTROL TOTALS							
Total Revenues	$14,186,650	$89,186,303	$218,020,276	($128,833,973)	40.91%	$68,821,281	$180,447,064
Total Expenditures	13,476,348	68,994,488	256,757,040	187,762,552	26.87%	62,522,883	161,268,885
Revenues less expenditures	710,302	20,191,815	(38,736,764)	(58,928,579)	(52.13%)	6,298,398	19,178,179
Difference	$4	($4)		$4	0.00%	$6	($4)

	FISCAL YEAR 2026			Variance with		PRIOR FYTD	
	Actual		Amended	Amended Budget		11/30/2024	6/30/2025
	MTD	FYTD	Budget	$ Over / (Under)	%	Actual	Actual
TAXES							
Real property - current year	$354,575	$402,565	$5,595,000	($5,192,435)	7.20%	$874,551	$5,751,553
Public utility			20,480	(20,480)			24,758
Real property - prior year	35,274	116,000	140,000	(24,000)	82.86%	85,164	167,064
Motor vehicle	819	7,110	20,000	(12,890)	35.55%	8,744	20,739
Intangible		11,907	48,000	(36,093)	24.81%	12,520	55,870
Railroad equipment	30	36	8,500	(8,464)	0.42%	8,506	8,522
Real estate transfer (intangible)		8,417	18,700	(10,283)	45.01%	5,500	25,308
Total Taxes	390,698	546,035	5,850,680	5,304,645	9.33%	994,985	6,053,814
Motor vehicle title ad valorem tax fee	48,894	284,120	705,000	(420,880)	40.30%	299,957	737,366
Alternative ad valorem tax (AAVT)							3,500
Franchise taxes:							
Electric			60,000	(60,000)			54,634
Gas		52,984	192,000	(139,016)	27.60%	48,333	207,285
Television cable		32,535	148,000	(115,465)	21.98%	36,836	144,932
Telephone	2,259	7,112	8,000	(888)	88.90%	4,825	20,374
Payment In Lieu of Tax GHA		3,506	20,950	(17,444)	16.74%		13,759
Video		2,674	14,000	(11,326)	19.10%	3,096	11,559
Total Franchise taxes	2,259	98,811	442,950	(344,139)	22.31%	93,090	452,543
Total Taxes and Franchise taxes	441,851	928,966	6,998,630	6,069,664	13.27%	1,388,032	7,247,223
Local option sales and use taxes	482,564	2,494,707	5,650,000	(3,155,293)	44.15%	2,337,572	5,686,592
Hotel/Motel	17,609	93,802	170,000	(76,198)	55.18%	55,307	151,714
Alcoholic beverage excise	48,443	195,137	645,000	(449,863)	30.25%	192,313	603,307
Other		(4,525)		(4,525)			
Total selective sales and use taxes	66,052	284,414	815,000	(530,586)	34.90%	247,620	755,021
Business taxes:							
Business and occupation taxes	85,995	196,275	470,000	(273,725)	41.76%	191,102	465,738
Insurance premium taxes		2,554,486	2,350,000	204,486	108.70%	2,242,656	2,242,656
Financial institutions taxes			135,000	(135,000)			132,179
Total business taxes	85,995	2,750,761	2,955,000	(204,239)	93.09%	2,433,758	2,840,573
Penalties and interest on deliquent taxes							
Real	6,327	44,976	60,000	(15,024)	74.96%	25,998	85,346
Business		76	3,500	(3,424)	2.17%	192	2,894
Total penalties and interest on deliquent taxes	6,327	45,052	63,500	(18,448)	70.95%	26,190	88,240
TOTAL TAXES	**1,082,789**	**6,503,900**	**16,482,130**	**(9,978,230)**	**39.46%**	**6,433,172**	**16,617,649**
LICENSE AND PERMITS							
Business licenses:							
Alcoholic beverages:							
Alcoholic Beverage License	70,650	202,750	216,000	(13,250)	93.87%		
Beer						16,800	59,325
Wine						16,800	60,225
Liquor						18,900	99,400
Total alcoholic beverage licenses	70,650	202,750	216,000	(13,250)	93.87%	52,500	218,950
General business licenses:							
Insurance		300	35,000	(34,700)	0.86%	375	31,163
Mobile food vendor permits		25	200	(175)	12.50%	25	125
Media production fees		300		300			900
Total general business licenses		625	35,200	(34,575)	1.78%	400	32,188
Total Business licenses	70,650	203,375	251,200	(47,825)	80.96%	52,900	251,138
Non-business licenses and permits:							
Building and signs:							
Zoning and land use permits	1,400	3,850	7,000	(3,150)	55.00%	2,550	6,450
House moving permit		50		50			

	FISCAL YEAR 2026			Variance with Amended Budget		PRIOR FYTD	
	Actual		Amended			11/30/2024	6/30/2025
	MTD	FYTD	Budget	$ Over / (Under)	%	Actual	Actual
Sign permits	1,015	5,365	14,000	(8,635)	38.32%	5,365	14,985
Other permits			2,000	(2,000)		2,900	3,500
Catering	650	1,400	1,500	(100)	93.33%	450	1,525
Total building and sign permits	3,065	10,665	24,500	(13,835)	43.53%	11,265	26,460
Regulatory fees (permits):							
Building structures and equipment permits:							
Protective	4,100	29,150	50,000	(20,850)	58.30%	20,000	55,850
Building	32,897	530,298	285,000	245,298	186.07%	67,486	401,577
Plumbing	350	2,713	8,000	(5,287)	33.91%	3,071	6,583
Electrical	9,850	32,850	35,000	(2,150)	93.86%	16,736	38,386
Gas		100	1,000	(900)	10.00%	280	980
Mechanical	600	2,100	8,000	(5,900)	26.25%	2,839	8,139
Total building structures and equipment permits	47,797	597,211	387,000	(210,211)	154.32%	110,412	511,515
Total non-business licenses and permits	50,862	607,876	411,500	196,376	147.72%	121,677	537,975
Penalties and interest on deliquent licenses and permits							
Alcoholic license	1,500	1,500		1,500			
Interest on business licenses		160		160		382	1,203
Total penalties and interest on deliquent licenses and permits	1,500	1,660		1,660		382	1,203
TOTAL LICENSES AND PERMITS	**123,012**	**812,911**	**662,700**	**150,211**	**122.67%**	**174,959**	**790,316**
CHARGES FOR SERVICES							
General government:							
Fees - plan reviews		2,600	60,000	(57,400)	4.33%	14,806	18,956
Fees - demolition recovery	650	20,639		20,639		26,921	135,457
Fees - zoning applications	100	2,550	4,500	(1,950)	56.67%	1,650	5,775
Information technology fees	300	1,500		1,500		1,500	3,600
Indirect cost allocation	718,384	3,591,919	8,678,529	(5,086,610)	41.39%	3,061,412	7,347,388
GIS cost allocation	39,593	197,967	475,121	(277,154)	41.67%	170,782	409,877
Publication Sales		80		80		80	160
Business occupation tax admin fee	11,000	25,950	80,000	(54,050)	32.44%	23,900	77,900
Total general government	770,027	3,843,205	9,298,150	5,454,945	41.33%	3,301,051	7,999,113
Public safety - fire inspections	802	3,447	6,000	(2,553)	57.45%	1,900	8,993
Public safety - prisoner housing fees	5,980	25,594	70,000	(44,406)	36.56%	30,957	64,391
Utilities / enterprise charges and fees							
Sale of Recycled Materials		136		136		1,038	7,682
Total utilities / enterprise charges and fees		136		136		1,038	7,682
Other fees							
Credit Card Fees	1,642	7,461	9,000	(1,539)	82.90%	4,070	10,989
Total other fees	1,642	7,461	9,000	(1,539)	82.90%	4,070	10,989
Other charges for services							
Cemetery Opening/Closing Fee	300	300		300		600	1,500
Site Sales	10,000	58,900		58,900		33,350	108,700
Cemetery Fees	14,335	77,080	160,000	(82,920)	48.18%	75,850	191,650
Niche Engraving	250	250		250			150
Internment Fees	1,650	9,900	23,650	(13,750)	41.86%	10,050	25,650
Monument Fees	1,650	5,200	10,000	(4,800)	52.00%	4,200	9,500
Returned Check Fees		35		35		30	120
Total other charges for services	28,185	151,665	193,650	(41,985)	78.32%	124,080	337,270

	FISCAL YEAR 2026			Variance with Amended Budget		PRIOR FYTD	
	Actual		Amended			11/30/2024	6/30/2025
	MTD	FYTD	Budget	$ Over / (Under)	%	Actual	Actual
TOTAL CHARGES FOR SERVICES	**806,636**	**4,031,508**	**9,576,800**	**(5,545,292)**	**42.10%**	**3,463,096**	**8,428,438**
FINES AND FORFEITURES							
Court							
Police Revenue	821	5,601	10,000	(4,399)	56.01%	3,789	11,360
Traffic Fines	60,349	261,988	800,000	(538,012)	32.75%	309,601	643,945
Fine Surcharge - Technology - Court	2,086	8,359	20,000	(11,641)	41.80%	10,071	20,095
School Zone Speed Safety Program	1,425	8,150	105,000	(96,850)	7.76%	33,676	96,901
Total court revenues and fines	64,681	284,098	935,000	(650,902)	30.38%	357,137	772,301
Bond confiscations							
Confiscations		9,950		9,950			
Total Bond Confiscations		9,950		9,950			
Confiscations							
Federal Confiscations		1,239		1,239		37,365	110,337
Total state and federal confiscations		1,239		1,239		37,365	110,337
National Opioid Settlement Payments		31,089		31,089		36,399	43,198
TOTAL FINES AND FORFEITURES	**64,681**	**326,376**	**935,000**	**(608,624)**	**34.91%**	**430,901**	**925,836**
RENTS AND ROYALTIES							
Property Rental	80,225	160,838	143,887	16,951	111.78%	104,706	328,231
Third-party Sales		135		135		240	480
Ground Leases	1,694	8,470	20,328	(11,858)	41.67%	17,447	29,151
Settlements from Insurance Claims							4,562
Settlements from Insurance Claims						10,528	17,911
Misc Revenue	126,079	601,036	1,163,601	(562,565)	51.65%	583,865	1,500,480
TOTAL RENTS AND ROYALTIES	**207,998**	**770,479**	**1,327,816**	**(557,337)**	**58.03%**	**716,786**	**1,880,815**
TOTAL OPERATING REVENUE	**2,285,116**	**12,445,174**	**28,984,446**	**(16,539,272)**	**42.94%**	**11,218,914**	**28,643,054**
OPERATING EXPENSE							
Personal Services and Employee Benefits:							
Salaries and Wages	1,289,301	6,224,240	17,763,150	11,538,910	35.04%	5,864,411	15,969,765
Employee Benefits	413,488	2,184,492	7,563,847	5,379,355	28.88%	2,019,276	4,944,255
Allocated Payroll Costs	(26,893)	(134,464)	(322,713)	(188,249)	41.67%	(117,259)	(281,422)
Total Personal Services and Employee Benefits	1,675,896	8,274,268	25,004,284	16,730,016	33.09%	7,766,428	20,632,598
Purchased or Contracted Services	554,484	6,365,490	8,283,295	1,917,805	76.85%	2,491,587	6,576,899
Utilities:							
Water/Sewerage	4,856	29,207	70,260	41,053	41.57%	22,677	51,984
Natural Gas	2,180	9,001	27,500	18,499	32.73%	5,735	25,176
Electricity	43,345	240,709	703,650	462,941	34.21%	250,440	585,668
Propane	194	212	6,200	5,988	3.42%	117	1,715
Gasoline	34,284	146,231	524,025	377,794	27.91%	174,338	458,779
Stormwater	62,543	312,957	754,392	441,435	41.48%	305,488	738,200
Customer Service Fee	161	798	1,890	1,092	42.22%	763	1,834
Total Utilities	147,563	739,115	2,087,917	1,348,802	35.40%	759,558	1,863,356
Supplies	128,363	545,375	2,320,581	1,775,206	23.50%	637,181	1,780,880
Capital Outlay:							
Property (Land and Buildings)	889,328	2,221,186	22,096,035	19,874,849	10.05%	2,032,360	9,451,637
Machinery and Equipment	53,794	1,353,887	2,262,140	908,253	59.85%	769,518	2,317,820
Capital Outlay - Reclass to Balance Sheet						(1,250)	(147,993)

	FISCAL YEAR 2026			Variance with Amended Budget		PRIOR FYTD	
	Actual		Amended			11/30/2024	6/30/2025
	MTD	FYTD	Budget	$ Over / (Under)	%	Actual	Actual
Total Capital Outlay	943,122	3,575,073	24,358,175	20,783,102	14.68%	2,800,628	11,621,464
Inter-Departmental Charges	582,825	3,235,054	5,114,886	1,879,832	63.25%	3,197,710	7,768,676
Miscellaneous	1,990	61,908	592,308	530,400	10.45%	39,133	39,133
TOTAL OPERATING EXPENSE	**4,034,243**	**22,796,283**	**67,761,446**	**44,965,163**	**33.64%**	**17,692,225**	**50,283,006**
OPERATING INCOME (LOSS)	**(1,749,127)**	**(10,351,109)**	**(38,777,000)**	**28,425,891**	**26.69%**	**(6,473,311)**	**(21,639,952)**
NON-OPERATING INCOME (EXPENSE)							
Intergovernmental							
Federal Government Grants							
Operating - Categorical							
Direct		7,864		7,864		8,268	20,288
Indirect			163,190	(163,190)		1,466,221	1,466,221
Total Operating - Categorical		7,864	163,190	(155,326)	4.82%	1,474,489	1,486,509
Total Federal Government Grants		7,864	163,190	(155,326)	4.82%	1,474,489	1,486,509
Federal Government Transfers (Non-Grant)							
America Rescue Plan (ARP) Act of 2021 Fiscal Recovery Funds	172,911	363,158	1,136,359	(773,201)	31.96%	737,678	2,091,568
State Government Grants							
Operating - Categorical							
Direct							
Llebg Bullet Proof Vest			12,750	(12,750)			
GA DOT Grant			320,000	(320,000)			713,611
Total Direct			332,750	332,750			713,611
Total Operating - Categorical			332,750	(332,750)			713,611
Direct (CDBG Grant Proceeds)	309,114	589,330	852,311	(262,981)	69.14%	341,289	929,360
Total State Government Grants	309,114	589,330	1,185,061	(595,731)	49.73%	341,289	1,642,971
Local Government Unit Grants							
Board of Education - RESA		42,683	200,887	(158,204)	21.25%	36,249	180,950
Spalding County Contribution			219,126	(219,126)			129,888
Total Local Government Unit Grants		42,683	420,013	377,330	10.16%	36,249	310,838
Transportation Special purpose local option sales and use taxes	429,395	2,111,820	3,727,500	(1,615,680)	56.66%	1,918,108	4,750,349
Total Intergovernmental revenue	911,420	3,114,855	6,632,123	(3,517,268)	46.97%	4,507,813	10,282,235
Intergovernmental - Exp	(47,580)	(129,654)	(410,492)	280,838	31.59%	(89,013)	(378,505)
Total Intergovernmental - net	863,840	2,985,201	6,221,631	(3,236,430)	47.98%	4,418,800	9,903,730
Interest Income							
Bank Account Interest	123,064	653,761	960,000	(306,239)	68.10%	640,172	1,520,179
Bank Account Interest	5,818	31,198		31,198		26,308	68,231
Dividends	6,939	53,597		53,597		148,837	214,701
Unrealized Gain/Loss on Investments	31,741	342,503		342,503		306,203	273,839
Total Interest/Investment Income	167,562	1,081,059	960,000	121,059	112.61%	1,121,520	2,076,950
Principal	(25,223)	(265,407)	(515,320)	249,913	51.50%	(89,744)	(262,988)
Interest Expense	(3,507)	(122,097)	(254,460)	132,363	47.98%	(8,939)	(136,991)
Total principal and interest expense	(28,730)	(387,504)	(769,780)	382,276	50.34%	(98,683)	(399,979)
Contributions and donations							
Contributions & Donations			10,000	(10,000)			21,109
Contributed Capital	13,790	13,790		13,790			2,800

INTERIM STATEMENTS by Fund
Governmental Funds
For the Five Months Ending Sunday, November 30, 2025

	FISCAL YEAR 2026			Variance with Amended Budget		PRIOR FYTD	
	Actual		Amended			11/30/2024	6/30/2025
	MTD	FYTD	Budget	$ Over / (Under)	%	Actual	Actual
GMA Safety Grant							11,576
Total contributions and donations	13,790	13,790	10,000	3,790	137.90%		35,485
Gain (loss) on sale of capital assets							
Gain / Loss on Sale of Assets	15,507	21,082		21,082		5,655	15,488
Proceeds from Bond Issuance							4,565,000
GMA Lease Proceeds							642,144
Total gain (loss) on sale of capital assets	15,507	21,082		21,082		5,655	5,222,632
TOTAL NON-OPERATING INCOME (EXPENSE)	**1,031,969**	**3,713,628**	**6,421,851**	**(2,708,223)**	**57.83%**	**5,447,292**	**16,838,818**
INCOME (LOSS) BEFORE TRANSFERS	**(717,158)**	**(6,637,481)**	**(32,355,149)**	**25,717,668**	**20.51%**	**(1,026,019)**	**(4,801,134)**
TRANSFERS							
Transfers - in	1,536,286	5,977,554	13,387,873	(7,410,319)	44.65%	5,722,156	13,929,071
Transfers - out	(608,726)	(1,206,219)	(3,455,348)	2,249,129	34.91%	(867,620)	(2,986,205)
TOTAL TRANSFERS - NET	**927,560**	**4,771,335**	**9,932,525**	**(5,161,190)**	**48.04%**	**4,854,536**	**10,942,866**
CHANGE IN NET POSITION	**$210,402**	**($1,866,146)**	**($22,422,624)**	**$20,556,478**	**8.32%**	**$3,828,517**	**$6,141,732**
CONTROL TOTALS							
Total Revenues	$4,929,681	$22,653,516	$49,974,442	($27,320,926)	45.33%	$22,576,054	$60,189,426
Total Expenditures	4,719,277	24,519,660	72,397,065	47,877,405	33.87%	18,747,542	54,047,696
Revenues less expenditures	210,404	(1,866,144)	(22,422,623)	(20,556,479)	8.32%	3,828,512	6,141,730
Difference	($2)	($2)	($1)	$1	200.00%	$5	$2

	FISCAL YEAR 2026			Variance with		PRIOR FYTD	
	Actual		Amended	Amended Budget		11/30/2024	6/30/2025
	MTD	FYTD	Budget	$ Over / (Under)	%	Actual	Actual
TAXES							
Real property - current year	$348,806	$348,806	$4,700,000	($4,351,194)	7.42%	$633,669	$4,820,961
Public utility			20,480	(20,480)			24,758
Real property - prior year	35,274	116,000	140,000	(24,000)	82.86%	85,164	167,064
Motor vehicle	819	7,110	20,000	(12,890)	35.55%	8,744	20,739
Intangible		11,907	48,000	(36,093)	24.81%	12,520	55,870
Railroad equipment	30	36	8,500	(8,464)	0.42%	8,506	8,522
Real estate transfer (intangible)		8,417	18,700	(10,283)	45.01%	5,500	25,308
Total Taxes	384,929	492,276	4,955,680	4,463,404	9.93%	754,103	5,123,222
Motor vehicle title ad valorem tax fee	48,894	284,120	705,000	(420,880)	40.30%	299,957	737,366
Alternative ad valorem tax (AAVT)							3,500
Franchise taxes:							
Electric			60,000	(60,000)			54,634
Gas		52,984	192,000	(139,016)	27.60%	48,333	207,285
Television cable		32,535	148,000	(115,465)	21.98%	36,836	144,932
Telephone	2,259	7,112	8,000	(888)	88.90%	4,825	20,374
Payment In Lieu of Tax GHA		3,506	20,950	(17,444)	16.74%		13,759
Video		2,674	14,000	(11,326)	19.10%	3,096	11,559
Total Franchise taxes	2,259	98,811	442,950	(344,139)	22.31%	93,090	452,543
Total Taxes and Franchise taxes	436,082	875,207	6,103,630	5,228,423	14.34%	1,147,150	6,316,631
Local option sales and use taxes	482,564	2,494,707	5,650,000	(3,155,293)	44.15%	2,337,572	5,686,592
Alcoholic beverage excise	48,443	195,137	645,000	(449,863)	30.25%	192,313	603,307
Other		(4,525)		(4,525)			
Total selective sales and use taxes	48,443	190,612	645,000	(454,388)	29.55%	192,313	603,307
Business taxes:							
Business and occupation taxes	85,995	196,275	470,000	(273,725)	41.76%	191,102	465,738
Insurance premium taxes		2,554,486	2,350,000	204,486	108.70%	2,242,656	2,242,656
Financial institutions taxes			135,000	(135,000)			132,179
Total business taxes	85,995	2,750,761	2,955,000	(204,239)	93.09%	2,433,758	2,840,573
Penalties and interest on deliquent taxes							
Real	6,327	44,976	60,000	(15,024)	74.96%	25,998	85,346
Business		76	3,500	(3,424)	2.17%	192	2,894
Total penalties and interest on deliquent taxes	6,327	45,052	63,500	(18,448)	70.95%	26,190	88,240
TOTAL TAXES	**1,059,411**	**6,356,339**	**15,417,130**	**(9,060,791)**	**41.23%**	**6,136,983**	**15,535,343**
LICENSE AND PERMITS							
Business licenses:							
Alcoholic beverages:							
Alcoholic Beverage License	70,650	202,750	216,000	(13,250)	93.87%		
Beer						16,800	59,325
Wine						16,800	60,225
Liquor						18,900	99,400
Total alcoholic beverage licenses	70,650	202,750	216,000	(13,250)	93.87%	52,500	218,950
General business licenses:							
Insurance		300	35,000	(34,700)	0.86%	375	31,163
Mobile food vendor permits		25	200	(175)	12.50%	25	125
Media production fees		300		300			900
Total general business licenses		625	35,200	(34,575)	1.78%	400	32,188
Total Business licenses	70,650	203,375	251,200	(47,825)	80.96%	52,900	251,138
Non-business licenses and permits:							
Building and signs:							
Zoning and land use permits	1,400	3,850	7,000	(3,150)	55.00%	2,550	6,450
House moving permit		50		50			
Sign permits	1,015	5,365	14,000	(8,635)	38.32%	5,365	14,985

	FISCAL YEAR 2026			Variance with Amended Budget		PRIOR FYTD	
	Actual		Amended			11/30/2024	6/30/2025
	MTD	FYTD	Budget	$ Over / (Under)	%	Actual	Actual
Other permits			2,000	(2,000)		2,900	3,500
Catering	650	1,400	1,500	(100)	93.33%	450	1,525
Total building and sign permits	3,065	10,665	24,500	(13,835)	43.53%	11,265	26,460
Regulatory fees (permits):							
Building structures and equipment permits:							
Protective	4,100	29,150	50,000	(20,850)	58.30%	20,000	55,850
Building	32,897	530,298	285,000	245,298	186.07%	67,486	401,577
Plumbing	350	2,713	8,000	(5,287)	33.91%	3,071	6,583
Electrical	9,850	32,850	35,000	(2,150)	93.86%	16,736	38,386
Gas		100	1,000	(900)	10.00%	280	980
Mechanical	600	2,100	8,000	(5,900)	26.25%	2,839	8,139
Total building structures and equipment permits	47,797	597,211	387,000	(210,211)	154.32%	110,412	511,515
Total non-business licenses and permits	50,862	607,876	411,500	196,376	147.72%	121,677	537,975
Penalties and interest on deliquent licenses and permits							
Alcoholic license	1,500	1,500		1,500			
Interest on business licenses		160		160		382	1,203
Total penalties and interest on deliquent licenses and permits	1,500	1,660		1,660		382	1,203
TOTAL LICENSES AND PERMITS	**123,012**	**812,911**	**662,700**	**150,211**	**122.67%**	**174,959**	**790,316**
CHARGES FOR SERVICES							
General government:							
Fees - plan reviews		2,600	60,000	(57,400)	4.33%	14,806	18,956
Fees - zoning applications	100	2,550	4,500	(1,950)	56.67%	1,650	5,775
Information technology fees	300	1,500		1,500		1,500	3,600
Indirect cost allocation	718,384	3,591,919	8,678,529	(5,086,610)	41.39%	3,061,412	7,347,388
GIS cost allocation	39,593	197,967	475,121	(277,154)	41.67%	170,782	409,877
Publication Sales		80		80		80	160
Business occupation tax admin fee	11,000	25,950	80,000	(54,050)	32.44%	23,900	77,900
Total general government	769,377	3,822,566	9,298,150	5,475,584	41.11%	3,274,130	7,863,656
Public safety - fire inspections	802	3,447	6,000	(2,553)	57.45%	1,900	8,993
Public safety - prisoner housing fees	5,980	25,594	70,000	(44,406)	36.56%	30,957	64,391
Utilities / enterprise charges and fees							
Sale of Recycled Materials		136		136		1,038	1,146
Total utilities / enterprise charges and fees		136		136		1,038	1,146
Other fees							
Credit Card Fees	1,642	7,461	9,000	(1,539)	82.90%	4,070	10,989
Total other fees	1,642	7,461	9,000	(1,539)	82.90%	4,070	10,989
Other charges for services							
Cemetery Fees	14,335	77,080	160,000	(82,920)	48.18%	75,850	191,650
Internment Fees	1,650	9,900	23,650	(13,750)	41.86%	10,050	25,650
Monument Fees	1,650	5,200	10,000	(4,800)	52.00%	4,200	9,500
Returned Check Fees		35		35		30	120
Total other charges for services	17,635	92,215	193,650	(101,435)	47.62%	90,130	226,920
TOTAL CHARGES FOR SERVICES	**795,436**	**3,951,419**	**9,576,800**	**(5,625,381)**	**41.26%**	**3,402,225**	**8,176,095**
FINES AND FORFEITURES							
Court							
Police Revenue	821	5,601	10,000	(4,399)	56.01%	3,789	11,360

	FISCAL YEAR 2026			Variance with Amended Budget		PRIOR FYTD	
	Actual		Amended			11/30/2024	6/30/2025
	MTD	FYTD	Budget	$ Over / (Under)	%	Actual	Actual
Traffic Fines	60,349	261,988	800,000	(538,012)	32.75%	309,601	643,945
School Zone Speed Safety Program	1,425	8,150	105,000	(96,850)	7.76%	33,676	96,901
Total court revenues and fines	62,595	275,739	915,000	(639,261)	30.14%	347,066	752,206
TOTAL FINES AND FORFEITURES	**62,595**	**275,739**	**915,000**	**(639,261)**	**30.14%**	**347,066**	**752,206**
RENTS AND ROYALTIES							
Property Rental	80,225	160,838	143,887	16,951	111.78%	104,706	328,231
Ground Leases	1,694	8,470	20,328	(11,858)	41.67%	17,447	29,151
Settlements from Insurance Claims							4,562
Settlements from Insurance Claims						10,528	17,911
Misc Revenue	126,079	601,036	1,163,601	(562,565)	51.65%	583,865	1,500,480
TOTAL RENTS AND ROYALTIES	**207,998**	**770,344**	**1,327,816**	**(557,472)**	**58.02%**	**716,546**	**1,880,335**
TOTAL OPERATING REVENUE	**2,248,452**	**12,166,752**	**27,899,446**	**(15,732,694)**	**43.61%**	**10,777,779**	**27,134,295**
OPERATING EXPENSE							
Personal Services and Employee Benefits:							
Salaries and Wages	1,289,301	6,224,240	17,763,150	11,538,910	35.04%	5,864,411	15,969,765
Employee Benefits	413,488	2,184,492	7,563,847	5,379,355	28.88%	2,019,276	4,944,255
Allocated Payroll Costs	(26,893)	(134,464)	(322,713)	(188,249)	41.67%	(117,259)	(281,422)
Total Personal Services and Employee Benefits	1,675,896	8,274,268	25,004,284	16,730,016	33.09%	7,766,428	20,632,598
Purchased or Contracted Services	543,480	3,141,160	7,659,919	4,518,759	41.01%	2,239,934	5,631,150
Utilities:							
Water/Sewerage	4,856	29,207	70,260	41,053	41.57%	22,677	51,984
Natural Gas	2,180	9,001	27,500	18,499	32.73%	5,735	25,176
Electricity	43,345	240,709	703,650	462,941	34.21%	250,440	585,668
Propane	194	212	6,200	5,988	3.42%	117	1,715
Gasoline	34,284	146,231	524,025	377,794	27.91%	174,338	458,779
Stormwater	62,543	312,957	754,392	441,435	41.48%	305,488	738,200
Customer Service Fee	161	798	1,890	1,092	42.22%	763	1,834
Total Utilities	147,563	739,115	2,087,917	1,348,802	35.40%	759,558	1,863,356
Supplies	128,363	524,423	2,125,650	1,601,227	24.67%	615,851	1,738,700
Capital Outlay:							
Property (Land and Buildings)	13,716	13,716	53,500	39,784	25.64%	236,107	239,107
Machinery and Equipment	53,794	1,353,887	1,998,716	644,829	67.74%	672,298	1,893,931
Total Capital Outlay	67,510	1,367,603	2,052,216	684,613	66.64%	908,405	2,133,038
Inter-Departmental Charges	582,825	3,235,054	5,114,886	1,879,832	63.25%	3,197,710	7,768,676
Miscellaneous		59,918	592,308	532,390	10.12%	37,500	37,500
TOTAL OPERATING EXPENSE	**3,145,637**	**17,341,541**	**44,637,180**	**27,295,639**	**38.85%**	**15,525,386**	**39,805,018**
OPERATING INCOME (LOSS)	**(897,185)**	**(5,174,789)**	**(16,737,734)**	**11,562,945**	**30.92%**	**(4,747,607)**	**(12,670,723)**
NON-OPERATING INCOME (EXPENSE)							
Intergovernmental							
Federal Government Grants							
Operating - Categorical							
Direct		7,864		7,864		8,268	20,288
Indirect			163,190	(163,190)			
Total Operating - Categorical		7,864	163,190	(155,326)	4.82%	8,268	20,288
Total Federal Government Grants		7,864	163,190	(155,326)	4.82%	8,268	20,288
State Government Grants							
Operating - Categorical							
Direct							
Llebg Bullet Proof Vest			12,750	(12,750)			

	FISCAL YEAR 2026			Variance with		PRIOR FYTD	
	Actual		Amended	Amended Budget		11/30/2024	6/30/2025
	MTD	FYTD	Budget	$ Over / (Under)	%	Actual	Actual
GA DOT Grant			320,000	(320,000)			713,611
Total Direct			332,750	332,750			713,611
Total Operating - Categorical			332,750	(332,750)			713,611
Direct (CDBG Grant Proceeds)			20,109	(20,109)			
Total State Government Grants			352,859	(352,859)			713,611
Local Government Unit Grants							
Board of Education - RESA		42,683	200,887	(158,204)	21.25%	36,249	180,950
Spalding County Contribution			219,126	(219,126)			129,888
Total Local Government Unit Grants		42,683	420,013	377,330	10.16%	36,249	310,838
Total Intergovernmental revenue		50,547	936,062	(885,515)	5.40%	44,517	1,044,737
Intergovernmental - Exp	(38,615)	(87,121)	(336,117)	248,996	25.92%	(64,175)	(310,081)
Total Intergovernmental - net	(38,615)	(36,574)	599,945	(636,519)	(6.10%)	(19,658)	734,656
Interest Income							
Bank Account Interest	112,061	603,275	960,000	(356,725)	62.84%	583,949	1,375,066
Bank Account Interest	416	5,455		5,455		4,621	31,831
Unrealized Gain/Loss on Investments	3,033	6,621		6,621		15,033	4,503
Total Interest/Investment Income	115,510	615,351	960,000	(344,649)	64.10%	603,603	1,411,400
Principal	(25,223)	(125,407)	(482,820)	357,413	25.97%	(89,744)	(236,225)
Interest Expense	(3,507)	(18,240)	(227,640)	209,400	8.01%	(8,939)	(27,623)
Total principal and interest expense	(28,730)	(143,647)	(710,460)	566,813	20.22%	(98,683)	(263,848)
Contributions and donations							
Contributions & Donations			10,000	(10,000)			21,109
GMA Safety Grant							11,576
Total contributions and donations			10,000	(10,000)			32,685
Gain (loss) on sale of capital assets							
Gain / Loss on Sale of Assets	15,507	21,082		21,082		5,655	15,488
GMA Lease Proceeds							642,144
Total gain (loss) on sale of capital assets	15,507	21,082		21,082		5,655	657,632
TOTAL NON-OPERATING INCOME (EXPENSE)	**63,672**	**456,212**	**859,485**	**(403,273)**	**53.08%**	**490,917**	**2,572,525**
INCOME (LOSS) BEFORE TRANSFERS	**(833,513)**	**(4,718,577)**	**(15,878,249)**	**11,159,672**	**29.72%**	**(4,256,690)**	**(10,098,198)**
TRANSFERS							
Transfers - in	1,250,863	5,404,356	12,623,225	(7,218,869)	42.81%	5,410,116	12,605,454
Transfers - out	(76,005)	(626,298)	(2,460,611)	1,834,313	25.45%	(626,530)	(2,677,406)
TOTAL TRANSFERS - NET	**1,174,858**	**4,778,058**	**10,162,614**	**(5,384,556)**	**47.02%**	**4,783,586**	**9,928,048**
CHANGE IN NET POSITION	**$341,345**	**$59,481**	**($5,715,635)**	**$5,775,116**	**(1.04%)**	**$526,896**	**($170,150)**
CONTROL TOTALS							
Total Revenues	$3,630,332	$18,258,091	$42,428,733	($24,170,642)	43.03%	$16,841,665	$42,886,204
Total Expenditures	3,288,986	18,198,607	48,144,367	29,945,760	37.80%	16,314,774	43,056,353
Revenues less expenditures	341,346	59,484	(5,715,634)	(5,775,118)	(1.04%)	526,891	(170,149)
Difference	($1)	($3)	($1)	$2	300.00%	$5	($1)

	FISCAL YEAR 2026			Variance with Amended Budget		PRIOR FYTD	
	Actual		Amended			11/30/2024	6/30/2025
	MTD	FYTD	Budget	$ Over / (Under)	%	Actual	Actual
TAXES							
Real property - current year	$5,768	$53,759	$895,000	($841,241)	6.01%	$240,882	$930,592
Total Taxes	5,768	53,759	895,000	841,241	6.01%	240,882	930,592
Total Taxes and Franchise taxes	5,768	53,759	895,000	841,241	6.01%	240,882	930,592
Hotel/Motel	17,609	93,802	170,000	(76,198)	55.18%	55,307	151,714
Total selective sales and use taxes	17,609	93,802	170,000	(76,198)	55.18%	55,307	151,714
TOTAL TAXES	**23,377**	**147,561**	**1,065,000**	**(917,439)**	**13.86%**	**296,189**	**1,082,306**
CHARGES FOR SERVICES							
General government:							
Fees - demolition recovery	650	20,639		20,639		26,921	135,457
Total general government	650	20,639		(20,639)	0.00%	26,921	135,457
Utilities / enterprise charges and fees							
Sale of Recycled Materials							6,536
Total utilities / enterprise charges and fees							6,536
TOTAL CHARGES FOR SERVICES	**650**	**20,639**		**20,639**		**26,921**	**141,993**
FINES AND FORFEITURES							
Court							
Fine Surcharge - Technology - Court	2,086	8,359	20,000	(11,641)	41.80%	10,071	20,095
Total court revenues and fines	2,086	8,359	20,000	(11,641)	41.80%	10,071	20,095
Bond confiscations							
Confiscations		9,950		9,950			
Total Bond Confiscations		9,950		9,950			
Confiscations							
Federal Confiscations		1,239		1,239		37,365	110,337
Total state and federal confiscations		1,239		1,239		37,365	110,337
National Opioid Settlement Payments		31,089		31,089		36,399	43,198
TOTAL FINES AND FORFEITURES	**2,086**	**50,637**	**20,000**	**30,637**	**253.19%**	**83,835**	**173,630**
TOTAL OPERATING REVENUE	**26,113**	**218,837**	**1,085,000**	**(866,163)**	**20.17%**	**406,945**	**1,397,929**
OPERATING EXPENSE							
Purchased or Contracted Services	10,532	3,223,859	623,376	(2,600,483)	517.16%	250,678	943,389
Supplies		20,952	194,931	173,979	10.75%	21,330	21,330
Capital Outlay:							
Property (Land and Buildings)	875,612	2,207,470	22,042,535	19,835,065	10.01%	1,795,003	9,064,538
Machinery and Equipment			263,424	263,424		97,220	423,888
Total Capital Outlay	875,612	2,207,470	22,305,959	20,098,489	9.90%	1,892,223	9,488,426
Miscellaneous	1,990	1,990		(1,990)		1,633	1,633
TOTAL OPERATING EXPENSE	**888,134**	**5,454,271**	**23,124,266**	**17,669,995**	**23.59%**	**2,165,864**	**10,454,778**
OPERATING INCOME (LOSS)	**(862,021)**	**(5,235,434)**	**(22,039,266)**	**16,803,832**	**23.76%**	**(1,758,919)**	**(9,056,849)**
NON-OPERATING INCOME (EXPENSE)							
Intergovernmental							
Federal Government Grants							
Operating - Categorical							
Indirect						1,466,221	1,466,221
Total Operating - Categorical						1,466,221	1,466,221

	FISCAL YEAR 2026			Variance with Amended Budget		PRIOR FYTD	
	Actual		Amended			11/30/2024	6/30/2025
	MTD	FYTD	Budget	$ Over / (Under)	%	Actual	Actual
Total Federal Government Grants						1,466,221	1,466,221
Federal Government Transfers (Non-Grant)							
America Rescue Plan (ARP) Act of 2021 Fiscal Recovery Funds	172,911	363,158	1,136,359	(773,201)	31.96%	737,678	2,091,568
State Government Grants							
Direct (CDBG Grant Proceeds)	309,114	589,330	832,203	(242,873)	70.82%	341,289	929,360
Total State Government Grants	309,114	589,330	832,203	(242,873)	70.82%	341,289	929,360
Transportation Special purpose local option sales and use taxes	429,395	2,111,820	3,727,500	(1,615,680)	56.66%	1,918,108	4,750,349
Total Intergovernmental revenue	911,420	3,064,308	5,696,062	(2,631,754)	53.80%	4,463,296	9,237,498
Intergovernmental - Exp	(8,965)	(42,533)	(74,375)	31,842	57.19%	(24,839)	(68,424)
Total Intergovernmental - net	902,455	3,021,775	5,621,687	(2,599,912)	53.75%	4,438,457	9,169,074
Interest Income							
Bank Account Interest	7,762	41,107		41,107		45,111	122,397
Total Interest/Investment Income	7,762	41,107		41,107		45,111	122,397
Principal		(140,000)	(32,500)	(107,500)	430.77%		(26,763)
Interest Expense		(103,857)	(26,820)	(77,037)	387.24%		(109,368)
Total principal and interest expense		(243,857)	(59,320)	(184,537)	411.09%		(136,131)
Gain (loss) on sale of capital assets							
Proceeds from Bond Issuance							4,565,000
Total gain (loss) on sale of capital assets							4,565,000
TOTAL NON-OPERATING INCOME (EXPENSE)	**910,217**	**2,819,025**	**5,562,367**	**(2,743,342)**	**50.68%**	**4,483,568**	**13,720,340**
INCOME (LOSS) BEFORE TRANSFERS	**48,196**	**(2,416,409)**	**(16,476,899)**	**14,060,490**	**14.67%**	**2,724,649**	**4,663,491**
TRANSFERS							
Transfers - in	285,423	573,198	764,647	(191,449)	74.96%	312,040	1,323,617
Transfers - out	(532,721)	(579,921)	(994,737)	414,816	58.30%	(241,090)	(308,799)
TOTAL TRANSFERS - NET	**(247,298)**	**(6,723)**	**(230,090)**	**223,367**	**2.92%**	**70,950**	**1,014,818**
CHANGE IN NET POSITION	**($199,102)**	**($2,423,132)**	**($16,706,989)**	**$14,283,857**	**14.50%**	**$2,795,599**	**$5,678,309**
CONTROL TOTALS							
Total Revenues	$1,230,718	$3,897,450	$7,545,709	($3,648,259)	51.65%	$5,227,393	$16,646,441
Total Expenditures	1,429,820	6,320,581	24,252,697	17,932,116	26.06%	2,431,792	10,968,132
Revenues less expenditures	(199,102)	(2,423,131)	(16,706,988)	(14,283,857)	14.50%	2,795,601	5,678,309
Difference		($1)	($1)		100.00%	($2)	

	FISCAL YEAR 2026			Variance with Amended Budget		PRIOR FYTD	
	Actual		Amended			11/30/2024	6/30/2025
	MTD	FYTD	Budget	$ Over / (Under)	%	Actual	Actual
FINES AND FORFEITURES							
Bond confiscations							
Confiscations		$9,950		$9,950			
Total Bond Confiscations		9,950		9,950			
Confiscations							
Federal Confiscations		1,239		1,239		37,365	110,337
Total state and federal confiscations		1,239		1,239		37,365	110,337
TOTAL FINES AND FORFEITURES		**11,189**		**11,189**		**37,365**	**110,337**
TOTAL OPERATING REVENUE		**11,189**		**11,189**		**37,365**	**110,337**
OPERATING EXPENSE							
Supplies		20,952	17,053	(3,899)	122.86%		
Capital Outlay:							
Property (Land and Buildings)			10,492	10,492			
Total Capital Outlay			10,492	10,492			
Miscellaneous	1,990	1,990		(1,990)		1,633	1,633
TOTAL OPERATING EXPENSE	**1,990**	**22,942**	**27,545**	**4,603**	**83.29%**	**1,633**	**1,633**
OPERATING INCOME (LOSS)	**(1,990)**	**(11,753)**	**(27,545)**	**15,792**	**42.67%**	**35,732**	**108,704**
NON-OPERATING INCOME (EXPENSE)							
Intergovernmental							
Intergovernmental - Exp	(1,261)	(1,495)		(1,495)		(642)	(2,049)
Total Intergovernmental - net	(1,261)	(1,495)		(1,495)		(642)	(2,049)
TOTAL NON-OPERATING INCOME (EXPENSE)	**(1,261)**	**(1,495)**		**(1,495)**		**(642)**	**(2,049)**
INCOME (LOSS) BEFORE TRANSFERS	**(3,251)**	**(13,248)**	**(27,545)**	**14,297**	**48.10%**	**35,090**	**106,655**
CHANGE IN NET POSITION	**($3,251)**	**($13,248)**	**($27,545)**	**$14,297**	**48.10%**	**$35,090**	**$106,655**
CONTROL TOTALS							
Total Revenues		$11,189		$11,189	0.00%	$37,365	$110,337
Total Expenditures	3,251	24,437	27,545	3,108	88.72%	2,275	3,682
Revenues less expenditures	(3,251)	(13,248)	(27,545)	(14,297)	48.10%	35,090	106,655

INTERIM STATEMENTS by Fund
213-National Opioid Settlement
For the Five Months Ending Sunday, November 30, 2025

	FISCAL YEAR 2026			Variance with Amended Budget		PRIOR FYTD	
	Actual		Amended			11/30/2024	6/30/2025
	MTD	FYTD	Budget	$ Over / (Under)	%	Actual	Actual
FINES AND FORFEITURES							
National Opioid Settlement Payments		$31,089		$31,089		$36,399	$43,198
TOTAL FINES AND FORFEITURES		**31,089**		**31,089**		**36,399**	**43,198**
TOTAL OPERATING REVENUE		**31,089**		**31,089**		**36,399**	**43,198**
OPERATING EXPENSE							
Supplies			176,878	176,878		5,880	5,880
TOTAL OPERATING EXPENSE			**176,878**	**176,878**		**5,880**	**5,880**
OPERATING INCOME (LOSS)		**31,089**	**(176,878)**	**207,967**	**(17.58%)**	**30,519**	**37,318**
Intergovernmental							
INCOME (LOSS) BEFORE TRANSFERS		**31,089**	**(176,878)**	**207,967**	**(17.58%)**	**30,519**	**37,318**
CHANGE IN NET POSITION		**$31,089**	**($176,878)**	**$207,967**	**(17.58%)**	**$30,519**	**$37,318**
CONTROL TOTALS							
Total Revenues		$31,089		$31,089	0.00%	$36,399	$43,198
Total Expenditures			176,878	176,878	0.00%	5,880	5,880
Revenues less expenditures		31,089	(176,878)	(207,967)	(17.58%)	30,519	37,318

INTERIM STATEMENTS by Fund
Community Development Block Grants
For the Five Months Ending Sunday, November 30, 2025

	FISCAL YEAR 2026			Variance with Amended Budget		PRIOR FYTD	
	Actual		Amended			11/30/2024	6/30/2025
	MTD	FYTD	Budget	$ Over / (Under)	%	Actual	Actual
OPERATING EXPENSE							
Purchased or Contracted Services	$6,000	$16,000	$33,600	$17,600	47.62%	$12,000	$60,400
Capital Outlay:							
Property (Land and Buildings)	324,608	618,850	1,243,250	624,400	49.78%	671,702	1,603,483
Total Capital Outlay	324,608	618,850	1,243,250	624,400	49.78%	671,702	1,603,483
TOTAL OPERATING EXPENSE	**330,608**	**634,850**	**1,276,850**	**642,000**	**49.72%**	**683,702**	**1,663,883**
OPERATING INCOME (LOSS)	**(330,608)**	**(634,850)**	**(1,276,850)**	**642,000**	**49.72%**	**(683,702)**	**(1,663,883)**
NON-OPERATING INCOME (EXPENSE)							
Intergovernmental							
State Government Grants							
Direct (CDBG Grant Proceeds)	309,114	589,330	832,203	(242,873)	70.82%	341,289	929,360
Total State Government Grants	309,114	589,330	832,203	(242,873)	70.82%	341,289	929,360
Total Intergovernmental revenue	309,114	589,330	832,203	(242,873)	70.82%	341,289	929,360
Total Intergovernmental - net	309,114	589,330	832,203	(242,873)	70.82%	341,289	929,360
TOTAL NON-OPERATING INCOME (EXPENSE)	**309,114**	**589,330**	**832,203**	**(242,873)**	**70.82%**	**341,289**	**929,360**
INCOME (LOSS) BEFORE TRANSFERS	**(21,494)**	**(45,520)**	**(444,647)**	**399,127**	**10.24%**	**(342,413)**	**(734,523)**
TRANSFERS							
Transfers - in	285,423	326,923	444,647	(117,724)	73.52%	312,040	528,528
TOTAL TRANSFERS - NET	**285,423**	**326,923**	**444,647**	**(117,724)**	**73.52%**	**312,040**	**528,528**
CHANGE IN NET POSITION	**$263,929**	**$281,403**		**$281,403**	**0.00%**	**($30,373)**	**($205,995)**
CONTROL TOTALS							
Total Revenues	$594,537	$916,253	$1,276,850	($360,597)	71.76%	$653,329	$1,457,888
Total Expenditures	330,608	634,850	1,276,850	642,000	49.72%	683,702	1,663,883
Revenues less expenditures	263,929	281,403		(281,403)	0.00%	(30,373)	(205,995)

INTERIM STATEMENTS by Fund

236-Community Development Block Grant 2023

For the Five Months Ending Sunday, November 30, 2025

	FISCAL YEAR 2026			Variance with Amended Budget		PRIOR FYTD	
	Actual		Amended			11/30/2024	6/30/2025
	MTD	FYTD	Budget	$ Over / (Under)	%	Actual	Actual
OPERATING EXPENSE							
Purchased or Contracted Services						$8,000	$33,000
Capital Outlay:							
Property (Land and Buildings)						671,702	1,325,788
Total Capital Outlay						671,702	1,325,788
TOTAL OPERATING EXPENSE						**679,702**	**1,358,788**
OPERATING INCOME (LOSS)						**(679,702)**	**(1,358,788)**
NON-OPERATING INCOME (EXPENSE)							
Intergovernmental							
State Government Grants							
Direct (CDBG Grant Proceeds)						341,289	929,360
Total State Government Grants						341,289	929,360
Total Intergovernmental revenue						341,289	929,360
Total Intergovernmental - net						341,289	929,360
TOTAL NON-OPERATING INCOME (EXPENSE)						**341,289**	**929,360**
INCOME (LOSS) BEFORE TRANSFERS						**(338,413)**	**(429,428)**
TRANSFERS							
Transfers - in						308,040	431,428
TOTAL TRANSFERS - NET						**308,040**	**431,428**
CHANGE IN NET POSITION					**0.00%**	**($30,373)**	**$2,000**
CONTROL TOTALS							
Total Revenues					0.00%	$649,329	$1,360,788
Total Expenditures					0.00%	679,702	1,358,788
Revenues less expenditures					0.00%	(30,373)	2,000

INTERIM STATEMENTS by Fund

237-Community Development Block Grant 2024

For the Five Months Ending Sunday, November 30, 2025

	FISCAL YEAR 2026			Variance with Amended Budget		PRIOR FYTD	
	Actual		Amended			11/30/2024	6/30/2025
	MTD	FYTD	Budget	$ Over / (Under)	%	Actual	Actual
OPERATING EXPENSE							
Purchased or Contracted Services	$6,000	$16,000	$33,600	$17,600	47.62%	$4,000	$27,400
Capital Outlay:							
Property (Land and Buildings)	324,608	618,850	1,243,250	624,400	49.78%		277,695
Total Capital Outlay	324,608	618,850	1,243,250	624,400	49.78%		277,695
TOTAL OPERATING EXPENSE	**330,608**	**634,850**	**1,276,850**	**642,000**	**49.72%**	**4,000**	**305,095**
OPERATING INCOME (LOSS)	**(330,608)**	**(634,850)**	**(1,276,850)**	**642,000**	**49.72%**	**(4,000)**	**(305,095)**
NON-OPERATING INCOME (EXPENSE)							
Intergovernmental							
State Government Grants							
Direct (CDBG Grant Proceeds)	309,114	589,330	832,203	(242,873)	70.82%		
Total State Government Grants	309,114	589,330	832,203	(242,873)	70.82%		
Total Intergovernmental revenue	309,114	589,330	832,203	(242,873)	70.82%		
Total Intergovernmental - net	309,114	589,330	832,203	(242,873)	70.82%		
TOTAL NON-OPERATING INCOME (EXPENSE)	**309,114**	**589,330**	**832,203**	**(242,873)**	**70.82%**		
INCOME (LOSS) BEFORE TRANSFERS	**(21,494)**	**(45,520)**	**(444,647)**	**399,127**	**10.24%**	**(4,000)**	**(305,095)**
TRANSFERS							
Transfers - in	285,423	326,923	444,647	(117,724)	73.52%	4,000	97,100
TOTAL TRANSFERS - NET	**285,423**	**326,923**	**444,647**	**(117,724)**	**73.52%**	**4,000**	**97,100**
CHANGE IN NET POSITION	**$263,929**	**$281,403**		**$281,403**	**0.00%**		**($207,995)**
CONTROL TOTALS							
Total Revenues	$594,537	$916,253	$1,276,850	($360,597)	71.76%	$4,000	$97,100
Total Expenditures	330,608	634,850	1,276,850	642,000	49.72%	4,000	305,095
Revenues less expenditures	263,929	281,403		(281,403)	0.00%		(207,995)

	FISCAL YEAR 2026			Variance with Amended Budget		PRIOR FYTD	
	Actual		Amended			11/30/2024	6/30/2025
	MTD	FYTD	Budget	$ Over / (Under)	%	Actual	Actual
OPERATING EXPENSE							
Purchased or Contracted Services			$64,450	$64,450		$158,891	$199,399
Supplies						14,847	14,847
Capital Outlay:							
Property (Land and Buildings)	182,012	382,272	976,254	593,982	39.16%	469,820	1,465,629
Machinery and Equipment			141,524	141,524		97,220	423,888
Total Capital Outlay	182,012	382,272	1,117,778	735,506	34.20%	567,040	1,889,517
TOTAL OPERATING EXPENSE	**182,012**	**382,272**	**1,182,228**	**799,956**	**32.33%**	**740,778**	**2,103,763**
OPERATING INCOME (LOSS)	**(182,012)**	**(382,272)**	**(1,182,228)**	**799,956**	**32.33%**	**(740,778)**	**(2,103,763)**
NON-OPERATING INCOME (EXPENSE)							
Intergovernmental							
Federal Government Transfers (Non-Grant)							
America Rescue Plan (ARP) Act of 2021 Fiscal Recovery Funds	172,911	363,158	1,136,359	(773,201)	31.96%	737,678	2,091,568
Total Intergovernmental revenue	172,911	363,158	1,136,359	(773,201)	31.96%	737,678	2,091,568
Total Intergovernmental - net	172,911	363,158	1,136,359	(773,201)	31.96%	737,678	2,091,568
TOTAL NON-OPERATING INCOME (EXPENSE)	**172,911**	**363,158**	**1,136,359**	**(773,201)**	**31.96%**	**737,678**	**2,091,568**
INCOME (LOSS) BEFORE TRANSFERS	**(9,101)**	**(19,114)**	**(45,869)**	**26,755**	**41.67%**	**(3,100)**	**(12,195)**
CHANGE IN NET POSITION	**($9,101)**	**($19,114)**	**($45,869)**	**$26,755**	**41.67%**	**($3,100)**	**($12,195)**
CONTROL TOTALS							
Total Revenues	$172,911	$363,158	$1,136,359	($773,201)	31.96%	$737,678	$2,091,568
Total Expenditures	182,012	382,272	1,182,228	799,956	32.33%	740,777	2,103,763
Revenues less expenditures	(9,101)	(19,114)	(45,869)	(26,755)	41.67%	(3,099)	(12,195)
Difference					0.00%	($1)	

INTERIM STATEMENTS by Fund
251-Multiple Grant Fund
For the Five Months Ending Sunday, November 30, 2025

	FISCAL YEAR 2026			Variance with Amended Budget		PRIOR FYTD	
	Actual		Amended			11/30/2024	6/30/2025
	MTD	FYTD	Budget	$ Over / (Under)	%	Actual	Actual
OPERATING EXPENSE							
Purchased or Contracted Services		$40		($40)			$20
TOTAL OPERATING EXPENSE		**40**		**(40)**			**20**
OPERATING INCOME (LOSS)		**(40)**		**(40)**			**(20)**
NON-OPERATING INCOME (EXPENSE)							
Intergovernmental							
Interest Income							
Bank Account Interest		59		59		73	164
Total Interest/Investment Income		59		59		73	164
TOTAL NON-OPERATING INCOME (EXPENSE)		**59**		**59**		**73**	**164**
INCOME (LOSS) BEFORE TRANSFERS		**19**		**19**		**73**	**144**
CHANGE IN NET POSITION		**$19**		**$19**	**0.00%**	**$73**	**$144**
CONTROL TOTALS							
Total Revenues		$59		$59	0.00%	$73	$164
Total Expenditures		40		(40)	0.00%		20
Revenues less expenditures		19		(19)	0.00%	73	144

INTERIM STATEMENTS by Fund
254-FEMA Grants Fund
For the Five Months Ending Sunday, November 30, 2025

	FISCAL YEAR 2026			Variance with		PRIOR FYTD	
	Actual		Amended	Amended Budget		11/30/2024	6/30/2025
	MTD	FYTD	Budget	$ Over / (Under)	%	Actual	Actual
OPERATING EXPENSE							
Purchased or Contracted Services						$760	$760
TOTAL OPERATING EXPENSE						**760**	**760**
OPERATING INCOME (LOSS)						**(760)**	**(760)**
NON-OPERATING INCOME (EXPENSE)							
Intergovernmental							
Federal Government Grants							
Operating - Categorical							
Indirect						1,466,221	1,466,221
Total Operating - Categorical						1,466,221	1,466,221
Total Federal Government Grants						1,466,221	1,466,221
Total Intergovernmental revenue						1,466,221	1,466,221
Total Intergovernmental - net						1,466,221	1,466,221
TOTAL NON-OPERATING INCOME (EXPENSE)						**1,466,221**	**1,466,221**
INCOME (LOSS) BEFORE TRANSFERS						**1,465,461**	**1,465,461**
CHANGE IN NET POSITION					**0.00%**	**$1,465,461**	**$1,465,461**
CONTROL TOTALS							
Total Revenues					0.00%	$1,466,221	$1,466,221
Total Expenditures					0.00%	760	760
Revenues less expenditures					0.00%	1,465,461	1,465,461

INTERIM STATEMENTS by Fund

271-Tax Allocation District (TAD #1)

For the Five Months Ending Sunday, November 30, 2025

	FISCAL YEAR 2026			Variance with Amended Budget		PRIOR FYTD	
	Actual		Amended			11/30/2024	6/30/2025
	MTD	FYTD	Budget	$ Over / (Under)	%	Actual	Actual
TAXES							
Real property - current year	$4,899	$42,985	$384,000	($341,015)	11.19%	$75,586	$399,250
Total Taxes	4,899	42,985	384,000	341,015	11.19%	75,586	399,250
Total Taxes and Franchise taxes	4,899	42,985	384,000	341,015	11.19%	75,586	399,250
TOTAL TAXES	**4,899**	**42,985**	**384,000**	**(341,015)**	**11.19%**	**75,586**	**399,250**
TOTAL OPERATING REVENUE	**4,899**	**42,985**	**384,000**	**(341,015)**	**11.19%**	**75,586**	**399,250**
OPERATING EXPENSE							
Capital Outlay:							
Machinery and Equipment			121,900	121,900			
Total Capital Outlay			121,900	121,900			
TOTAL OPERATING EXPENSE			**121,900**	**121,900**			
OPERATING INCOME (LOSS)	**4,899**	**42,985**	**262,100**	**(219,115)**	**16.40%**	**75,586**	**399,250**
Intergovernmental							
INCOME (LOSS) BEFORE TRANSFERS	**4,899**	**42,985**	**262,100**	**(219,115)**	**16.40%**	**75,586**	**399,250**
TRANSFERS							
Transfers - out	(522,816)	(527,157)	(899,112)	371,955	58.63%	(209,980)	(223,460)
TOTAL TRANSFERS - NET	**(522,816)**	**(527,157)**	**(899,112)**	**371,955**	**58.63%**	**(209,980)**	**(223,460)**
CHANGE IN NET POSITION	**($517,917)**	**($484,172)**	**($637,012)**	**$152,840**	**76.01%**	**($134,394)**	**$175,790**
CONTROL TOTALS							
Total Revenues	$4,899	$42,985	$384,000	($341,015)	11.19%	$75,586	$399,250
Total Expenditures	522,816	527,157	1,021,012	493,855	51.63%	209,980	223,460
Revenues less expenditures	(517,917)	(484,172)	(637,012)	(152,840)	76.01%	(134,394)	175,790

INTERIM STATEMENTS by Fund
272-Tax Allocation District (TAD #2)
For the Five Months Ending Sunday, November 30, 2025

	FISCAL YEAR 2026			Variance with Amended Budget		PRIOR FYTD	
	Actual		Amended			11/30/2024	6/30/2025
	MTD	FYTD	Budget	$ Over / (Under)	%	Actual	Actual
TAXES							
Real property - current year	$869	$10,774	$511,000	($500,226)	2.11%	$165,296	$531,342
Total Taxes	869	10,774	511,000	500,226	2.11%	165,296	531,342
Total Taxes and Franchise taxes	869	10,774	511,000	500,226	2.11%	165,296	531,342
TOTAL TAXES	**869**	**10,774**	**511,000**	**(500,226)**	**2.11%**	**165,296**	**531,342**
TOTAL OPERATING REVENUE	**869**	**10,774**	**511,000**	**(500,226)**	**2.11%**	**165,296**	**531,342**
OPERATING INCOME (LOSS)	**869**	**10,774**	**511,000**	**(500,226)**	**2.11%**	**165,296**	**531,342**
NON-OPERATING INCOME (EXPENSE)							
Intergovernmental Principal			(32,500)	32,500			(26,763)
Interest Expense			(26,820)	26,820			(27,890)
Total principal and interest expense			(59,320)	59,320			(54,653)
TOTAL NON-OPERATING INCOME (EXPENSE)			**(59,320)**	**59,320**			**(54,653)**
INCOME (LOSS) BEFORE TRANSFERS	**869**	**10,774**	**451,680**	**(440,906)**	**2.39%**	**165,296**	**476,689**
CHANGE IN NET POSITION	**$869**	**$10,774**	**$451,680**	**($440,906)**	**2.39%**	**$165,296**	**$476,689**
CONTROL TOTALS							
Total Revenues	$869	$10,774	$511,000	($500,226)	2.11%	$165,296	$531,342
Total Expenditures			59,320	59,320	0.00%		54,654
Revenues less expenditures	869	10,774	451,680	440,906	2.39%	165,296	476,688
Difference					0.00%		$1

INTERIM STATEMENTS by Fund
275-Hotel / Motel Tax Fund
For the Five Months Ending Sunday, November 30, 2025

	FISCAL YEAR 2026			Variance with Amended Budget		PRIOR FYTD	
	Actual		Amended			11/30/2024	6/30/2025
	MTD	FYTD	Budget	$ Over / (Under)	%	Actual	Actual
TAXES							
Hotel/Motel	$17,609	$93,802	$170,000	($76,198)	55.18%	$55,307	$151,714
Total selective sales and use taxes	17,609	93,802	170,000	(76,198)	55.18%	55,307	151,714
TOTAL TAXES	**17,609**	**93,802**	**170,000**	**(76,198)**	**55.18%**	**55,307**	**151,714**
TOTAL OPERATING REVENUE	**17,609**	**93,802**	**170,000**	**(76,198)**	**55.18%**	**55,307**	**151,714**
OPERATING INCOME (LOSS)	**17,609**	**93,802**	**170,000**	**(76,198)**	**55.18%**	**55,307**	**151,714**
NON-OPERATING INCOME (EXPENSE)							
Intergovernmental							
Intergovernmental - Exp	(7,704)	(41,038)	(74,375)	33,337	55.18%	(24,197)	(66,375)
Total Intergovernmental - net	(7,704)	(41,038)	(74,375)	33,337	55.18%	(24,197)	(66,375)
TOTAL NON-OPERATING INCOME (EXPENSE)	**(7,704)**	**(41,038)**	**(74,375)**	**33,337**	**55.18%**	**(24,197)**	**(66,375)**
INCOME (LOSS) BEFORE TRANSFERS	**9,905**	**52,764**	**95,625**	**(42,861)**	**55.18%**	**31,110**	**85,339**
TRANSFERS							
Transfers - out	(9,905)	(52,763)	(95,625)	42,862	55.18%	(31,110)	(85,339)
TOTAL TRANSFERS - NET	**(9,905)**	**(52,763)**	**(95,625)**	**42,862**	**55.18%**	**(31,110)**	**(85,339)**
CHANGE IN NET POSITION		**$1**		**$1**	**0.00%**		
CONTROL TOTALS							
Total Revenues	$17,609	$93,802	$170,000	($76,198)	55.18%	$55,307	$151,714
Total Expenditures	17,609	93,802	170,000	76,198	55.18%	55,307	151,714
Difference		$1		($1)	0.00%		

INTERIM STATEMENTS by Fund
282-Court Technology Fund
For the Five Months Ending Sunday, November 30, 2025

	FISCAL YEAR 2026			Variance with Amended Budget		PRIOR FYTD	
	Actual		Amended			11/30/2024	6/30/2025
	MTD	FYTD	Budget	$ Over / (Under)	%	Actual	Actual
FINES AND FORFEITURES							
Court							
Fine Surcharge - Technology - Court	$2,086	$8,359	$20,000	($11,641)	41.80%	$10,071	$20,095
Total court revenues and fines	2,086	8,359	20,000	(11,641)	41.80%	10,071	20,095
TOTAL FINES AND FORFEITURES	**2,086**	**8,359**	**20,000**	**(11,641)**	**41.80%**	**10,071**	**20,095**
TOTAL OPERATING REVENUE	**2,086**	**8,359**	**20,000**	**(11,641)**	**41.80%**	**10,071**	**20,095**
OPERATING EXPENSE							
Purchased or Contracted Services		12,240	16,870	4,630	72.55%	3,780	3,780
Supplies			1,000	1,000			
TOTAL OPERATING EXPENSE		**12,240**	**17,870**	**5,630**	**68.49%**	**3,780**	**3,780**
OPERATING INCOME (LOSS)	**2,086**	**(3,881)**	**2,130**	**(6,011)**	**(182.21%)**	**6,291**	**16,315**
Intergovernmental							
INCOME (LOSS) BEFORE TRANSFERS	**2,086**	**(3,881)**	**2,130**	**(6,011)**	**(182.21%)**	**6,291**	**16,315**
CHANGE IN NET POSITION	**$2,086**	**($3,881)**	**$2,130**	**($6,011)**	**(182.21%)**	**$6,291**	**$16,315**
CONTROL TOTALS							
Total Revenues	$2,086	$8,359	$20,000	($11,641)	41.80%	$10,071	$20,095
Total Expenditures		12,240	17,870	5,630	68.49%	3,780	3,780
Revenues less expenditures	2,086	(3,881)	2,130	6,011	(182.21%)	6,291	16,315

INTERIM STATEMENTS by Fund
321-SPLOST Fund 2016
For the Five Months Ending Sunday, November 30, 2025

	FISCAL YEAR 2026			Variance with		PRIOR FYTD	
	Actual		Amended	Amended Budget		11/30/2024	6/30/2025
	MTD	FYTD	Budget	$ Over / (Under)	%	Actual	Actual
CHARGES FOR SERVICES							
General government:							
Fees - demolition recovery	$650	$20,639		$20,639		$26,921	$135,457
Total general government	650	20,639		(20,639)	0.00%	26,921	135,457
Utilities / enterprise charges and fees							
Sale of Recycled Materials							6,536
Total utilities / enterprise charges and fees							6,536
TOTAL CHARGES FOR SERVICES	**650**	**20,639**		**20,639**		**26,921**	**141,993**
TOTAL OPERATING REVENUE	**650**	**20,639**		**20,639**		**26,921**	**141,993**
OPERATING EXPENSE							
Purchased or Contracted Services	275	38,767		(38,767)		51,331	152,671
Supplies						603	603
Capital Outlay:							
Property (Land and Buildings)	1,425	66,646		(66,646)		580,293	3,308,206
Total Capital Outlay	1,425	66,646		(66,646)		580,293	3,308,206
TOTAL OPERATING EXPENSE	**1,700**	**105,413**		**(105,413)**		**632,227**	**3,461,480**
OPERATING INCOME (LOSS)	**(1,050)**	**(84,774)**		**(84,774)**		**(605,306)**	**(3,319,487)**
Intergovernmental							
INCOME (LOSS) BEFORE TRANSFERS	**(1,050)**	**(84,774)**		**(84,774)**		**(605,306)**	**(3,319,487)**
CHANGE IN NET POSITION	**($1,050)**	**($84,774)**		**($84,774)**	**0.00%**	**($605,306)**	**($3,319,487)**
CONTROL TOTALS							
Total Revenues	$650	$20,639		$20,639	0.00%	$26,921	$141,993
Total Expenditures	1,700	105,413		(105,413)	0.00%	632,227	3,461,480
Revenues less expenditures	(1,050)	(84,774)		84,774	0.00%	(605,306)	(3,319,487)

INTERIM STATEMENTS by Fund
335-Transportation SPLOST
For the Five Months Ending Sunday, November 30, 2025

	FISCAL YEAR 2026			Variance with Amended Budget		PRIOR FYTD	
	Actual		Amended			11/30/2024	6/30/2025
	MTD	FYTD	Budget	$ Over / (Under)	%	Actual	Actual
OPERATING EXPENSE							
Purchased or Contracted Services	$4,257	$3,156,811	$508,456	($2,648,355)	620.86%	$23,916	$525,156
Capital Outlay:							
Property (Land and Buildings)	2,800	57,399	17,600,734	17,543,335	0.33%	73,188	335,228
Total Capital Outlay	2,800	57,399	17,600,734	17,543,335	0.33%	73,188	335,228
TOTAL OPERATING EXPENSE	**7,057**	**3,214,210**	**18,109,190**	**14,894,980**	**17.75%**	**97,104**	**860,384**
OPERATING INCOME (LOSS)	**(7,057)**	**(3,214,210)**	**(18,109,190)**	**14,894,980**	**17.75%**	**(97,104)**	**(860,384)**
NON-OPERATING INCOME (EXPENSE)							
Intergovernmental							
Transportation Special purpose local option sales and use taxes	429,395	2,111,820	3,727,500	(1,615,680)	56.66%	1,918,108	4,750,349
Total Intergovernmental revenue	429,395	2,111,820	3,727,500	(1,615,680)	56.66%	1,918,108	4,750,349
Total Intergovernmental - net	429,395	2,111,820	3,727,500	(1,615,680)	56.66%	1,918,108	4,750,349
TOTAL NON-OPERATING INCOME (EXPENSE)	**429,395**	**2,111,820**	**3,727,500**	**(1,615,680)**	**56.66%**	**1,918,108**	**4,750,349**
INCOME (LOSS) BEFORE TRANSFERS	**422,338**	**(1,102,390)**	**(14,381,690)**	**13,279,300**	**7.67%**	**1,821,004**	**3,889,965**
TRANSFERS							
Transfers - in			320,000	(320,000)			713,611
TOTAL TRANSFERS - NET			**320,000**	**(320,000)**			**713,611**
CHANGE IN NET POSITION	**$422,338**	**($1,102,390)**	**($14,061,690)**	**$12,959,300**	**7.84%**	**$1,821,004**	**$4,603,576**
CONTROL TOTALS							
Total Revenues	$429,395	$2,111,820	$4,047,500	($1,935,680)	52.18%	$1,918,108	$5,463,960
Total Expenditures	7,057	3,214,210	18,109,190	14,894,980	17.75%	97,104	860,384
Revenues less expenditures	422,338	(1,102,390)	(14,061,690)	(12,959,300)	7.84%	1,821,004	4,603,576

INTERIM STATEMENTS by Fund
360-Urban Redevelopment Agency Fund
For the Five Months Ending Sunday, November 30, 2025

	FISCAL YEAR 2026			Variance with Amended Budget		PRIOR FYTD	
	Actual		Amended			11/30/2024	6/30/2025
	MTD	FYTD	Budget	$ Over / (Under)	%	Actual	Actual
OPERATING EXPENSE							
Purchased or Contracted Services							$1,203
Capital Outlay:							
Property (Land and Buildings)	364,768	1,082,304	2,211,805	1,129,501	48.93%		2,351,992
Total Capital Outlay	364,768	1,082,304	2,211,805	1,129,501	48.93%		2,351,992
TOTAL OPERATING EXPENSE	**364,768**	**1,082,304**	**2,211,805**	**1,129,501**	**48.93%**		**2,353,195**
OPERATING INCOME (LOSS)	**(364,768)**	**(1,082,304)**	**(2,211,805)**	**1,129,501**	**48.93%**		**(2,353,195)**
NON-OPERATING INCOME (EXPENSE)							
Intergovernmental							
Interest Income							
Bank Account Interest	7,762	41,048		41,048		45,038	122,233
Total Interest/Investment Income	7,762	41,048		41,048		45,038	122,233
Principal		(140,000)		(140,000)			
Interest Expense		(103,857)		(103,857)			(81,477)
Total principal and interest expense		(243,857)		(243,857)			(81,477)
Gain (loss) on sale of capital assets							
Proceeds from Bond Issuance							4,565,000
Total gain (loss) on sale of capital assets							4,565,000
TOTAL NON-OPERATING INCOME (EXPENSE)	**7,762**	**(202,809)**		**(202,809)**		**45,038**	**4,605,756**
INCOME (LOSS) BEFORE TRANSFERS	**(357,006)**	**(1,285,113)**	**(2,211,805)**	**926,692**	**58.10%**	**45,038**	**2,252,561**
TRANSFERS							
Transfers - in		246,275		246,275			81,477
TOTAL TRANSFERS - NET		**246,275**		**246,275**			**81,477**
CHANGE IN NET POSITION	**($357,006)**	**($1,038,838)**	**($2,211,805)**	**$1,172,967**	**46.97%**	**$45,038**	**$2,334,038**
CONTROL TOTALS							
Total Revenues	$7,762	$287,323		$287,323	0.00%	$45,038	$4,768,710
Total Expenditures	364,768	1,326,160	2,211,805	885,645	59.96%		2,434,672
Revenues less expenditures	(357,006)	(1,038,837)	(2,211,805)	(1,172,968)	46.97%	45,038	2,334,038
Difference		($1)		$1	0.00%		

INTERIM STATEMENTS by Fund
Agency / Permanent / Trust Funds
For the Five Months Ending Sunday, November 30, 2025

	FISCAL YEAR 2026			Variance with Amended Budget		PRIOR FYTD	
	Actual		Amended			11/30/2024	6/30/2025
	MTD	FYTD	Budget	$ Over / (Under)	%	Actual	Actual
CHARGES FOR SERVICES							
Other charges for services							
Cemetery Opening/Closing Fee	$300	$300		$300		$600	$1,500
Site Sales	10,000	58,900		58,900		33,350	108,700
Niche Engraving	250	250		250			150
Total other charges for services	10,550	59,450		59,450		33,950	110,350
TOTAL CHARGES FOR SERVICES	**10,550**	**59,450**		**59,450**		**33,950**	**110,350**
RENTS AND ROYALTIES							
Third-party Sales		135		135		240	480
TOTAL RENTS AND ROYALTIES		**135**		**135**		**240**	**480**
TOTAL OPERATING REVENUE	**10,550**	**59,585**		**59,585**		**34,190**	**110,830**
OPERATING EXPENSE							
Purchased or Contracted Services	471	471		(471)		975	2,361
Supplies							20,851
Property (Land and Buildings)						1,250	147,993
Capital Outlay - Reclass to Balance Sheet						(1,250)	(147,993)
TOTAL OPERATING EXPENSE	**471**	**471**		**(471)**		**975**	**23,212**
OPERATING INCOME (LOSS)	**10,079**	**59,114**		**59,114**		**33,215**	**87,618**
NON-OPERATING INCOME (EXPENSE)							
Intergovernmental							
Interest Income							
Bank Account Interest	3,241	9,379		9,379		11,112	22,715
Bank Account Interest	5,402	25,743		25,743		21,688	36,399
Dividends	6,939	53,597		53,597		148,837	214,701
Unrealized Gain/Loss on Investments	28,709	335,882		335,882		291,169	269,336
Total Interest/Investment Income	44,291	424,601		424,601		472,806	543,151
Contributions and donations							
Contributed Capital	13,790	13,790		13,790			2,800
Total contributions and donations	13,790	13,790		13,790			2,800
TOTAL NON-OPERATING INCOME (EXPENSE)	**58,081**	**438,391**		**438,391**		**472,806**	**545,951**
INCOME (LOSS) BEFORE TRANSFERS	**68,160**	**497,505**		**497,505**		**506,021**	**633,569**
CHANGE IN NET POSITION	**$68,160**	**$497,505**		**$497,505**	**0.00%**	**$506,021**	**$633,569**
CONTROL TOTALS							
Total Revenues	$68,630	$497,975		$497,975	0.00%	$506,996	$656,781
Total Expenditures	471	471		(471)	0.00%	975	23,211
Revenues less expenditures	68,159	497,504		(497,504)	0.00%	506,021	633,570
Difference	$1	$1		($1)	0.00%		($1)

INTERIM STATEMENTS by Fund
791-Cemetery Trust Fund
For the Five Months Ending Sunday, November 30, 2025

	FISCAL YEAR 2026			Variance with Amended Budget		PRIOR FYTD	
	Actual		Amended			11/30/2024	6/30/2025
	MTD	FYTD	Budget	$ Over / (Under)	%	Actual	Actual
CHARGES FOR SERVICES							
Other charges for services							
Cemetery Opening/Closing Fee	$300	$300		$300		$600	$1,500
Site Sales	10,000	58,900		58,900		33,350	108,700
Niche Engraving	250	250		250			150
Total other charges for services	10,550	59,450		59,450		33,950	110,350
TOTAL CHARGES FOR SERVICES	**10,550**	**59,450**		**59,450**		**33,950**	**110,350**
RENTS AND ROYALTIES							
Third-party Sales		135		135		240	480
TOTAL RENTS AND ROYALTIES		**135**		**135**		**240**	**480**
TOTAL OPERATING REVENUE	**10,550**	**59,585**		**59,585**		**34,190**	**110,830**
OPERATING EXPENSE							
Purchased or Contracted Services	362	362		(362)		516	1,381
Supplies							20,851
Property (Land and Buildings)						1,250	147,993
Capital Outlay - Reclass to Balance Sheet						(1,250)	(147,993)
TOTAL OPERATING EXPENSE	**362**	**362**		**(362)**		**516**	**22,232**
OPERATING INCOME (LOSS)	**10,188**	**59,223**		**59,223**		**33,674**	**88,598**
NON-OPERATING INCOME (EXPENSE)							
Intergovernmental							
Interest Income							
Dividends	6,939	53,597		53,597		148,837	214,701
Unrealized Gain/Loss on Investments	29,958	332,876		332,876		288,324	258,817
Total Interest/Investment Income	36,897	386,473		386,473		437,161	473,518
Contributions and donations							
Contributed Capital	13,790	13,790		13,790			2,800
Total contributions and donations	13,790	13,790		13,790			2,800
TOTAL NON-OPERATING INCOME (EXPENSE)	**50,687**	**400,263**		**400,263**		**437,161**	**476,318**
INCOME (LOSS) BEFORE TRANSFERS	**60,875**	**459,486**		**459,486**		**470,835**	**564,916**
CHANGE IN NET POSITION	**$60,875**	**$459,486**		**$459,486**	**0.00%**	**$470,835**	**$564,916**
CONTROL TOTALS							
Total Revenues	$61,237	$459,848		$459,848	0.00%	$471,351	$587,148
Total Expenditures	362	362		(362)	0.00%	516	22,231
Revenues less expenditures	60,875	459,486		(459,486)	0.00%	470,835	564,917
Difference					0.00%		($1)

INTERIM STATEMENTS by Fund
792-Mausoleum Trust Fund
For the Five Months Ending Sunday, November 30, 2025

	FISCAL YEAR 2026			Variance with Amended Budget		PRIOR FYTD	
	Actual		Amended			11/30/2024	6/30/2025
	MTD	FYTD	Budget	$ Over / (Under)	%	Actual	Actual
OPERATING EXPENSE							
Purchased or Contracted Services	$27	$27		($27)		$202	$356
TOTAL OPERATING EXPENSE	**27**	**27**		**(27)**		**202**	**356**
OPERATING INCOME (LOSS)	**(27)**	**(27)**		**(27)**		**(202)**	**(356)**
NON-OPERATING INCOME (EXPENSE)							
Intergovernmental							
Interest Income							
Bank Account Interest	3,241	9,379		9,379		11,112	22,715
Unrealized Gain/Loss on Investments	(463)	5,351		5,351		530	(2,131)
Total Interest/Investment Income	2,778	14,730		14,730		11,642	20,584
TOTAL NON-OPERATING INCOME (EXPENSE)	**2,778**	**14,730**		**14,730**		**11,642**	**20,584**
INCOME (LOSS) BEFORE TRANSFERS	**2,751**	**14,703**		**14,703**		**11,440**	**20,228**
CHANGE IN NET POSITION	**$2,751**	**$14,703**		**$14,703**	**0.00%**	**$11,440**	**$20,228**
CONTROL TOTALS							
Total Revenues	$2,778	$14,731		$14,731	0.00%	$11,643	$20,584
Total Expenditures	27	27		(27)	0.00%	202	356
Revenues less expenditures	2,751	14,704		(14,704)	0.00%	11,441	20,228
Difference		($1)		$1	0.00%	($1)	

INTERIM STATEMENTS by Fund

793-Light Water Sewer (LWS) Emergency Trust Fund

For the Five Months Ending Sunday, November 30, 2025

	FISCAL YEAR 2026			Variance with Amended Budget		PRIOR FYTD	
	Actual		Amended			11/30/2024	6/30/2025
	MTD	FYTD	Budget	$ Over / (Under)	%	Actual	Actual
OPERATING EXPENSE							
Purchased or Contracted Services	$82	$82		($82)		$258	$624
TOTAL OPERATING EXPENSE	**82**	**82**		**(82)**		**258**	**624**
OPERATING INCOME (LOSS)	**(82)**	**(82)**		**(82)**		**(258)**	**(624)**
NON-OPERATING INCOME (EXPENSE)							
Intergovernmental							
Interest Income							
Bank Account Interest	5,402	25,743		25,743		21,688	36,399
Unrealized Gain/Loss on Investments	(786)	(2,346)		(2,346)		2,314	12,649
Total Interest/Investment Income	4,616	23,397		23,397		24,002	49,048
TOTAL NON-OPERATING INCOME (EXPENSE)	**4,616**	**23,397**		**23,397**		**24,002**	**49,048**
INCOME (LOSS) BEFORE TRANSFERS	**4,534**	**23,315**		**23,315**		**23,744**	**48,424**
CHANGE IN NET POSITION	**$4,534**	**$23,315**		**$23,315**	**0.00%**	**$23,744**	**$48,424**
CONTROL TOTALS							
Total Revenues	$4,616	$23,397		$23,397	0.00%	$24,002	$49,049
Total Expenditures	82	82		(82)	0.00%	258	624
Revenues less expenditures	4,534	23,315		(23,315)	0.00%	23,744	48,425
Difference					0.00%		($1)

	FISCAL YEAR 2026			Variance with		PRIOR FYTD	
	Actual		Amended	Amended Budget		11/30/2024	6/30/2025
	MTD	FYTD	Budget	$ Over / (Under)	%	Actual	Actual
OPERATING REVENUE							
LICENSE AND PERMITS							
Non-business licenses and permits:							
Building and signs:							
Other permits		$450		$450			
Total building and sign permits		450		450			
Total non-business licenses and permits		450		450			
TOTAL LICENSES AND PERMITS		**450**		**450**			
CHARGES FOR SERVICES							
General government:							
Motor pool charges	37,527	398,592	1,383,050	(984,458)	28.82%	499,410	1,117,603
Total general government	37,527	398,592	1,383,050	984,458	28.82%	499,410	1,117,603
Utilities / enterprise charges and fees							
Fees - Collection - Residential	259,784	1,294,558	2,981,462	(1,686,904)	43.42%	1,014,843	2,984,299
Fees - Collection - Commercial	117,322	584,631	1,325,000	(740,369)	44.12%	462,862	1,344,644
Fees - Transfer Station	150,813	926,152	1,945,000	(1,018,848)	47.62%	781,036	2,065,934
Fees - Special Handling	840	9,125	20,000	(10,875)	45.63%	7,660	21,163
Fees - Rolloff Containers	79,139	407,534	800,000	(392,466)	50.94%	270,550	705,350
Fees - Yard Waste Disposal	77,821	388,222	947,000	(558,778)	40.99%	305,582	895,956
Fees - Yard Waste Special Handling		(7)		(7)		(21)	(55)
Sale of Recycled Materials	4,061	23,238	5,000	18,238	464.76%	12,584	43,901
Permit Fees - Commercial Hauler	400	1,200	4,000	(2,800)	30.00%	1,200	3,100
Fees - Landfill Use	173,185	1,071,116	2,563,000	(1,491,884)	41.79%	1,151,762	2,598,233
Recycling Fees Sort Line			150,000	(150,000)			
Water Institutional			215,000	(215,000)		107,347	247,083
Fees - Water Industrial	25,600	141,592	316,000	(174,408)	44.81%	126,443	318,091
Fees - Water Residential	364,720	1,890,949	4,580,000	(2,689,051)	41.29%	1,546,612	4,434,579
Fees - Water Commercial	152,769	803,518	1,435,000	(631,482)	55.99%	444,238	1,421,796
Pass-Thru Water Spalding County	(476,125)	(1,899,217)	(5,521,000)	3,621,783	34.40%	(2,182,936)	(6,481,897)
Fees - Fire Hydrant Water		4,821	40,000	(35,179)	12.05%	20,400	44,444
Fees - Water Lock Cut		1,525	1,500	25	101.67%	950	2,000
Bulk Water - Spalding County	922,395	4,923,364	11,835,000	(6,911,636)	41.60%	3,951,425	10,927,417
Bulk Water - Williamson	7,371	41,706	100,000	(58,294)	41.71%	51,192	90,307
Bulk Water - Zebulon	31,445	171,494	506,000	(334,506)	33.89%	189,793	482,895
Bulk Water - Butts County	2,909	14,792	43,000	(28,208)	34.40%	13,360	34,343
Bulk Water - Coweta County	513,000	2,582,100	6,248,800	(3,666,700)	41.32%	2,363,250	6,251,405
Bulk Water - Barnesville		17		17		15	44
Bulk Water - City of Concord	647	3,383	2,500	883	135.32%	1,801	6,354
Bulk Water - Pike Co Water & Sewerage Authority		2,037	10,000	(7,963)	20.37%		2,243
Bulk Water - Hampton	1,000	14,000		14,000			
Fees - Water Tap							2,220
Fees - Water Irrigation	18,736	75,757	450,000	(374,243)	16.83%	207,675	368,708
Fees - Meter Install		6,080	28,560	(22,480)	21.29%	14,640	43,251
Fees - Commercial Broken Pipe	739	3,680		3,680		1,810	7,359
Sewer Flat - Industrial	28,762	143,923	363,000	(219,077)	39.65%	139,808	333,381
Sewer Flat - Residential	498,677	2,565,605	6,301,000	(3,735,395)	40.72%	2,119,819	6,096,668
Sewer Flat - Commercial	257,650	1,416,024	2,975,000	(1,558,976)	47.60%	1,083,408	2,971,387
Sewer Tap Fee		11,525	23,000	(11,475)	50.11%	2,300	13,800
Wastewater Capacity Recovery Fee		730,561		730,561			21,000
Water Capacity Recovery Fee		32,300		32,300			3,600
Stormwater - Residential Upper Tier	39,378	197,474	475,068	(277,594)	41.57%	146,946	439,526

	FISCAL YEAR 2026			Variance with Amended Budget		PRIOR FYTD	
	Actual		Amended			11/30/2024	6/30/2025
	MTD	FYTD	Budget	$ Over / (Under)	%	Actual	Actual
Stormwater - Residential Lower Tier	18,541	93,001	223,452	(130,451)	41.62%	81,489	231,568
Stormwater - Commercial Fees	191,219	954,510	2,345,669	(1,391,159)	40.69%	789,022	2,225,447
Sewer - Sun City	143,235	710,578	1,570,000	(859,422)	45.26%	504,714	1,610,850
Sewer - Greyson Parc	18,579	91,423	205,000	(113,577)	44.60%	59,493	196,729
Pass-Thru - Sewer	(153,661)	(460,129)		(460,129)			
Fees - Electric Residential Service	1,241,484	9,365,906	21,200,000	(11,834,094)	44.18%	7,836,446	20,170,109
Fees - Electric Commercial Service	1,528,666	8,852,371	20,721,217	(11,868,846)	42.72%	7,604,894	19,799,813
Fees - Electric Industrial Service	717,629	3,835,855	8,700,000	(4,864,145)	44.09%	3,403,681	8,699,620
Fees - Electric Fuel Adjustment	599,385	3,796,501	8,700,000	(4,903,499)	43.64%	3,273,254	8,391,570
Fees - Electric Temporary Service		650	2,000	(1,350)	32.50%	1,000	1,850
Fees - Pole Rental Current Year			301,000	(301,000)		450	276,077
ECCR Adjustment	113,092	716,335	1,600,083	(883,748)	44.77%	617,595	1,597,396
Telecom - Telephone Revenue	3,248	15,284	21,705	(6,421)	70.42%	10,014	30,080
Telecom - Telephone Internal Customer Fees	5,347	26,733	78,354	(51,621)	34.12%	23,303	63,009
Total utilities / enterprise charges and fees	7,679,802	46,583,797	106,836,370	(60,252,573)	43.60%	38,563,709	102,038,647
Other / enterprise charges and fees							
Green Fees	33,824	144,084	260,000	(115,916)	55.42%	100,409	239,942
Handicap Fees		105	1,225	(1,120)	8.57%	245	1,085
Golf Cart Rentals	36,966	202,508	360,000	(157,492)	56.25%	167,233	382,254
Merchandise Sales	2,493	14,166	30,000	(15,834)	47.22%	10,466	30,161
Driving Range Fees	3,130	18,626	32,500	(13,874)	57.31%	13,924	36,090
Membership Fees	1,100	32,090	45,000	(12,910)	71.31%	16,800	52,045
Food & Beverage	3,142	22,141	40,000	(17,859)	55.35%	19,186	43,618
Beer Sales	1,765	10,399	18,000	(7,601)	57.77%	7,900	18,673
Pull Cart Rentals	32	48	1,700	(1,652)	2.82%	662	1,174
Tournament Fees	2,664	23,645	40,000	(16,355)	59.11%	19,589	38,511
Golf Balls	4,292	21,658	28,000	(6,342)	77.35%	14,755	39,024
Fiber Fees	82,313	285,859	642,154	(356,295)	44.52%	214,732	626,105
Fiber Fees - Internal Customer Fees	41,471	206,688	480,541	(273,853)	43.01%	180,166	483,518
Total other / enterprise charges and fees	213,192	982,017	1,979,120	(997,103)	49.62%	766,067	1,992,200
Other fees							
General Fund-Customer Service -Charges for Serv- -	63,390	317,897	820,000	(502,103)	38.77%	262,813	760,168
Landfill Capital Surcharge Fee	4,720	29,064	70,000	(40,936)	41.52%	30,233	70,069
Landfill Closure Surcharge Fee	4,720	29,064	70,000	(40,936)	41.52%	30,233	70,075
Container Fees	2,520	17,760	48,000	(30,240)	37.00%	19,380	44,040
Pole Installation	966	1,449	5,000	(3,551)	28.98%	79	6,232
After Hours Service Fee	900	8,200	20,000	(11,800)	41.00%	11,569	23,068
Connection Fees	15,100	98,740	225,000	(126,260)	43.88%	101,425	241,305
Surge Protection Fees	386	1,936	5,000	(3,064)	38.72%	1,676	4,774
Reconnect Fees	9,210	88,880	205,000	(116,120)	43.36%	70,525	182,085
Underground Trenching	3,042	26,034	30,000	(3,966)	86.78%	12,483	41,121
UGA Contracted Services	769	769		769			
Credit Card Fees							(30)
Power Resoration Aid			55,000	(55,000)		96,150	308,357
Total other fees	105,723	619,793	1,553,000	(933,207)	39.91%	636,566	1,751,264
Culture and recreation							
Still Branch WTP Gate Receipts		544	5,100	(4,556)	10.67%	2,729	6,301
Total culture and recreation		544	5,100	(4,556)	10.67%	2,729	6,301

	FISCAL YEAR 2026			Variance with Amended Budget		PRIOR FYTD	
	Actual		Amended			11/30/2024	6/30/2025
	MTD	FYTD	Budget	$ Over / (Under)	%	Actual	Actual
Other charges for services							
Returned Check Fees	2,870	16,620	35,000	(18,380)	47.49%	13,195	30,975
Delinquent Penalties	125,156	713,905	1,675,000	(961,095)	42.62%	729,368	1,636,028
Total other charges for services	128,026	730,525	1,710,000	(979,475)	42.72%	742,563	1,667,003
TOTAL CHARGES FOR SERVICES	**8,164,270**	**49,315,268**	**113,466,640**	**(64,151,372)**	**43.46%**	**41,211,044**	**108,573,018**
RENTS AND ROYALTIES							
Water Tower	7,143	33,944	80,910	(46,966)	41.95%	23,117	73,841
Sale of Excess Capacity	1,495	16,652	100,000	(83,348)	16.65%	10,436	94,702
Third-party Sales	54,562	373,169	585,500	(212,331)	63.74%	384,161	839,526
Equipment Rental Fees	160	5,964	15,173	(9,209)	39.31%	7,587	15,661
MEAG Refunding Flexible Operating	1,495	16,652		16,652		10,436	94,703
MEAG Year End Settlement		3,355,432	850,000	2,505,432	394.76%	1,249,539	1,249,539
Settlements from Insurance Claims	4,240	93,865	66,926	26,939	140.25%	3,444	12,564
Settlements from Insurance Claims		342,974	83,849	259,125	409.04%		288,065
Cash Over/Short	(930)	(5,427)		(5,427)		(282)	(491)
Misc Revenue	45,787	384,966	925,187	(540,221)	41.61%	424,387	1,337,052
TOTAL RENTS AND ROYALTIES	**113,952**	**4,618,191**	**2,707,545**	**1,910,646**	**170.57%**	**2,112,825**	**4,005,162**
TOTAL OPERATING REVENUE	**8,278,222**	**53,933,909**	**116,174,185**	**(62,240,276)**	**46.43%**	**43,323,869**	**112,578,180**
OPERATING EXPENSE							
Personal Services and Employee Benefits:							
Salaries and Wages	869,734	4,318,039	12,692,311	8,374,272	34.02%	4,178,649	11,205,863
Employee Benefits	274,553	1,511,185	5,543,069	4,031,884	27.26%	1,441,524	3,476,579
Allocated Payroll Costs	26,893	134,464	322,713	188,249	41.67%	117,259	281,422
Total Personal Services and Employee Benefits	1,171,180	5,963,688	18,558,093	12,594,405	32.14%	5,737,432	14,963,864
Purchased or Contracted Services	915,772	4,786,340	15,537,431	10,751,091	30.81%	4,204,896	12,019,973
Utilities:							
Water/Sewerage	16,972	74,802	176,950	102,148	42.27%	80,051	193,473
Natural Gas	2,042	5,588	29,900	24,312	18.69%	3,611	18,367
Electricity	169,555	929,982	2,601,040	1,671,058	35.75%	926,051	2,263,815
Propane		30	100,860	100,830	0.03%	11,959	44,262
Gasoline	59,812	263,396	837,461	574,065	31.45%	248,571	732,141
Stormwater	3,443	17,213	41,558	24,345	41.42%	16,188	39,982
Customer Service Fee	186	921	2,436	1,515	37.81%	966	2,331
Total Utilities	252,010	1,291,932	3,790,205	2,498,273	34.09%	1,287,397	3,294,371
Supplies	180,860	1,297,146	4,971,873	3,674,727	26.09%	1,281,454	3,691,819
Electricity for Resale	3,277,780	17,993,413	42,665,126	24,671,713	42.17%	18,039,847	42,504,925
Capital Outlay:							
Property (Land and Buildings)	157,266	919,643	10,285,375	9,365,732	8.94%	1,878,576	4,028,813
Machinery and Equipment	437,031	481,724	2,657,906	2,176,182	18.12%	508,880	1,591,009
Capital Outlay - Reclass to Balance Sheet	(524,692)	(1,600,231)		1,600,231		(2,387,455)	(5,619,822)
Total Capital Outlay	69,605	(198,864)	12,943,281	13,142,145	(1.54%)	1	
Depreciation Expense	716,770	3,565,398	7,428,870	3,863,472	47.99%	3,304,794	7,907,016
Bad Debt		59,092	359,000	299,908	16.46%	205,872	205,872
Inter-Departmental Charges	510,257	2,851,823	4,442,352	1,590,529	64.20%	2,732,907	6,659,642
Miscellaneous			88,551	88,551		23,193	29,693
TOTAL OPERATING EXPENSE	**7,094,234**	**37,609,968**	**110,784,782**	**73,174,814**	**33.95%**	**36,817,793**	**91,277,175**
OPERATING INCOME (LOSS)	**1,183,988**	**16,323,941**	**5,389,403**	**10,934,538**	**302.89%**	**6,506,076**	**21,301,005**
NON-OPERATING INCOME (EXPENSE)							

	FISCAL YEAR 2026			Variance with		PRIOR FYTD	
	Actual		Amended	Amended Budget		11/30/2024	6/30/2025
	MTD	FYTD	Budget	$ Over / (Under)	%	Actual	Actual
Intergovernmental							
Federal Government Grants							
Operating - Categorical							
Indirect			123,117	(123,117)			
Total Operating - Categorical			123,117	(123,117)			
Capital							
Direct						328,500	328,500
Net Capital						328,500	328,500
Total Federal Government Grants			123,117	(123,117)		328,500	328,500
State Government Grants							
Operating - Categorical							
Direct							
Miscellaneous State Grant			18,548	(18,548)			
Total Direct			18,548	18,548			
Total Operating - Categorical			18,548	(18,548)			
Capital							
Direct (CDBG Grant Proceeds)			16,416	(16,416)			
Total Capital						328,500	328,500
Total State Government Grants			34,964	(34,964)			
Total Intergovernmental revenue			158,081	(158,081)		328,500	328,500
Intergovernmental - Exp			(76,000)	76,000		(23,923)	(95,945)
Total Intergovernmental - net			82,081	(82,081)		304,577	232,555
Interest Income							
Bank Account Interest	227	1,134		1,134		1,134	2,722
Bank Account Interest	30,428	186,204		186,204		191,774	476,479
Dividends	128,295	668,848		668,848		829,603	1,733,153
P-Card Rebate Program		10,743		10,743		7,663	7,663
Unrealized Gain/Loss on Investments	124,254	429,960		429,960		341,047	517,464
Total Interest/Investment Income	283,204	1,296,889		1,296,889		1,371,221	2,737,481
Principal			(8,287,948)	8,287,948			
Interest Expense	(57,229)	(555,939)	(1,200,771)	644,832	46.30%	(626,727)	(1,319,762)
Total principal and interest expense	(57,229)	(555,939)	(9,488,719)	8,932,780	5.86%	(626,727)	(1,319,762)
Contributions and donations							
Contributions & Donations							10,000
GMA Safety Grant							5,879
Total contributions and donations							15,879
Gain (loss) on sale of capital assets							
Gain / Loss on Sale of Assets						29,100	29,100
GMA Lease Proceeds		339,489	340,000	(511)	99.85%		
Total gain (loss) on sale of capital assets		339,489	340,000	(511)	99.85%	29,100	29,100
TOTAL NON-OPERATING INCOME (EXPENSE)	**225,975**	**1,080,439**	**(9,066,638)**	**10,147,077**	**(11.92%)**	**1,078,171**	**1,695,253**
INCOME (LOSS) BEFORE TRANSFERS	**1,409,963**	**17,404,380**	**(3,677,235)**	**21,081,615**	**(473.30%)**	**7,584,247**	**22,996,258**
TRANSFERS							
Transfers - in	63,778	318,890	880,667	(561,777)	36.21%	424,909	1,237,611
Transfers - out	(1,514,082)	(5,666,216)	(13,430,665)	7,764,449	42.19%	(5,691,046)	(13,048,643)
TOTAL TRANSFERS - NET	**(1,450,304)**	**(5,347,326)**	**(12,549,998)**	**7,202,672**	**42.61%**	**(5,266,137)**	**(11,811,032)**

INTERIM STATEMENTS by Fund

Business-Type Activities

For the Five Months Ending Sunday, November 30, 2025

	FISCAL YEAR 2026			Variance with Amended Budget		PRIOR FYTD	
	Actual		Amended			11/30/2024	6/30/2025
	MTD	FYTD	Budget	$ Over / (Under)	%	Actual	Actual
CHANGE IN NET POSITION	**($40,341)**	**$12,057,054**	**($16,227,233)**	**$28,284,287**	**(74.30%)**	**$2,318,110**	**$11,185,226**
CONTROL TOTALS							
Total Revenues	$8,625,199	$55,889,179	$117,552,934	($61,663,755)	47.54%	$45,477,598	$116,926,753
Total Expenditures	8,665,542	43,832,121	133,780,165	89,948,044	32.76%	43,159,488	105,741,527
Revenues less expenditures	(40,343)	12,057,058	(16,227,231)	(28,284,289)	(74.30%)	2,318,110	11,185,226
Difference	$2	($4)	($2)	$2	200.00%		

	FISCAL YEAR 2026			Variance with		PRIOR FYTD	
	Actual		Amended	Amended Budget		11/30/2024	6/30/2025
	MTD	FYTD	Budget	$ Over / (Under)	%	Actual	Actual
OPERATING REVENUE							
LICENSE AND PERMITS							
Non-business licenses and permits:							
Building and signs:							
Other permits		$450		$450			
Total building and sign permits		450		450			
Total non-business licenses and permits		450		450			
TOTAL LICENSES AND PERMITS		**450**		**450**			
CHARGES FOR SERVICES							
Utilities / enterprise charges and fees							
Fees - Collection - Residential	259,784	1,294,558	2,981,462	(1,686,904)	43.42%	1,014,843	2,984,299
Fees - Collection - Commercial	117,322	584,631	1,325,000	(740,369)	44.12%	462,862	1,344,644
Fees - Transfer Station	150,813	926,152	1,945,000	(1,018,848)	47.62%	781,036	2,065,934
Fees - Special Handling	840	9,125	20,000	(10,875)	45.63%	7,660	21,163
Fees - Rolloff Containers	79,139	407,534	800,000	(392,466)	50.94%	270,550	705,350
Fees - Yard Waste Disposal	77,821	388,222	947,000	(558,778)	40.99%	305,582	895,956
Fees - Yard Waste Special Handling		(7)		(7)		(21)	(55)
Sale of Recycled Materials	4,061	21,998	5,000	16,998	439.96%	10,259	41,576
Permit Fees - Commercial Hauler	400	1,200	4,000	(2,800)	30.00%	1,200	3,100
Fees - Landfill Use	173,185	1,071,116	2,563,000	(1,491,884)	41.79%	1,151,762	2,598,233
Recycling Fees Sort Line			150,000	(150,000)			
Water Institutional			215,000	(215,000)		107,347	247,083
Fees - Water Industrial	25,600	141,592	316,000	(174,408)	44.81%	126,443	318,091
Fees - Water Residential	364,720	1,890,949	4,580,000	(2,689,051)	41.29%	1,546,612	4,434,579
Fees - Water Commercial	152,769	803,518	1,435,000	(631,482)	55.99%	444,238	1,421,796
Pass-Thru Water Spalding County	(476,125)	(1,899,217)	(5,521,000)	3,621,783	34.40%	(2,182,936)	(6,481,897)
Fees - Fire Hydrant Water		4,821	40,000	(35,179)	12.05%	20,400	44,444
Fees - Water Lock Cut		1,525	1,500	25	101.67%	950	2,000
Bulk Water - Spalding County	922,395	4,923,364	11,835,000	(6,911,636)	41.60%	3,951,425	10,927,417
Bulk Water - Williamson	7,371	41,706	100,000	(58,294)	41.71%	51,192	90,307
Bulk Water - Zebulon	31,445	171,494	506,000	(334,506)	33.89%	189,793	482,895
Bulk Water - Butts County	2,909	14,792	43,000	(28,208)	34.40%	13,360	34,343
Bulk Water - Coweta County	513,000	2,582,100	6,248,800	(3,666,700)	41.32%	2,363,250	6,251,405
Bulk Water - Barnesville		17		17		15	44
Bulk Water - City of Concord	647	3,383	2,500	883	135.32%	1,801	6,354
Bulk Water - Pike Co Water & Sewerage Authority		2,037	10,000	(7,963)	20.37%		2,243
Bulk Water - Hampton	1,000	14,000		14,000			
Fees - Water Tap							2,220
Fees - Water Irrigation	18,736	75,757	450,000	(374,243)	16.83%	207,675	368,708
Fees - Meter Install		6,080	28,560	(22,480)	21.29%	14,640	43,251
Fees - Commercial Broken Pipe	739	3,680		3,680		1,810	7,359
Sewer Flat - Industrial	28,762	143,923	363,000	(219,077)	39.65%	139,808	333,381
Sewer Flat - Residential	498,677	2,565,605	6,301,000	(3,735,395)	40.72%	2,119,819	6,096,668
Sewer Flat - Commercial	257,650	1,416,024	2,975,000	(1,558,976)	47.60%	1,083,408	2,971,387
Sewer Tap Fee		11,525	23,000	(11,475)	50.11%	2,300	13,800
Wastewater Capacity Recovery Fee		730,561		730,561			21,000
Water Capacity Recovery Fee		32,300		32,300			3,600
Stormwater - Residential Upper Tier	39,378	197,474	475,068	(277,594)	41.57%	146,946	439,526
Stormwater - Residential Lower Tier	18,541	93,001	223,452	(130,451)	41.62%	81,489	231,568
Stormwater - Commercial Fees	191,219	954,510	2,345,669	(1,391,159)	40.69%	789,022	2,225,447

	FISCAL YEAR 2026			Variance with Amended Budget		PRIOR FYTD	
	Actual		Amended			11/30/2024	6/30/2025
	MTD	FYTD	Budget	$ Over / (Under)	%	Actual	Actual
Sewer - Sun City	143,235	710,578	1,570,000	(859,422)	45.26%	504,714	1,610,850
Sewer - Greyson Parc	18,579	91,423	205,000	(113,577)	44.60%	59,493	196,729
Pass-Thru - Sewer	(153,661)	(460,129)		(460,129)			
Fees - Electric Residential Service	1,241,484	9,365,906	21,200,000	(11,834,094)	44.18%	7,836,446	20,170,109
Fees - Electric Commercial Service	1,528,666	8,852,371	20,721,217	(11,868,846)	42.72%	7,604,894	19,799,813
Fees - Electric Industrial Service	717,629	3,835,855	8,700,000	(4,864,145)	44.09%	3,403,681	8,699,620
Fees - Electric Fuel Adjustment	599,385	3,796,501	8,700,000	(4,903,499)	43.64%	3,273,254	8,391,570
Fees - Electric Temporary Service		650	2,000	(1,350)	32.50%	1,000	1,850
Fees - Pole Rental Current Year			301,000	(301,000)		450	276,077
ECCR Adjustment	113,092	716,335	1,600,083	(883,748)	44.77%	617,595	1,597,396
Telecom - Telephone Revenue	3,248	15,284	21,705	(6,421)	70.42%	10,014	30,080
Telecom - Telephone Internal Customer Fees	5,347	26,733	78,354	(51,621)	34.12%	23,303	63,009
Total utilities / enterprise charges and fees	7,679,802	46,582,557	106,836,370	(60,253,813)	43.60%	38,561,384	102,036,322
Other / enterprise charges and fees							
Green Fees	33,824	144,084	260,000	(115,916)	55.42%	100,409	239,942
Handicap Fees		105	1,225	(1,120)	8.57%	245	1,085
Golf Cart Rentals	36,966	202,508	360,000	(157,492)	56.25%	167,233	382,254
Merchandise Sales	2,493	14,166	30,000	(15,834)	47.22%	10,466	30,161
Driving Range Fees	3,130	18,626	32,500	(13,874)	57.31%	13,924	36,090
Membership Fees	1,100	32,090	45,000	(12,910)	71.31%	16,800	52,045
Food & Beverage	3,142	22,141	40,000	(17,859)	55.35%	19,186	43,618
Beer Sales	1,765	10,399	18,000	(7,601)	57.77%	7,900	18,673
Pull Cart Rentals	32	48	1,700	(1,652)	2.82%	662	1,174
Tournament Fees	2,664	23,645	40,000	(16,355)	59.11%	19,589	38,511
Golf Balls	4,292	21,658	28,000	(6,342)	77.35%	14,755	39,024
Fiber Fees	82,313	285,859	642,154	(356,295)	44.52%	214,732	626,105
Fiber Fees - Internal Customer Fees	41,471	206,688	480,541	(273,853)	43.01%	180,166	483,518
Total other / enterprise charges and fees	213,192	982,017	1,979,120	(997,103)	49.62%	766,067	1,992,200
Other fees							
General Fund-Customer Service -Charges for Serv- -	63,390	317,897	820,000	(502,103)	38.77%	262,813	760,168
Landfill Capital Surcharge Fee	4,720	29,064	70,000	(40,936)	41.52%	30,233	70,069
Landfill Closure Surcharge Fee	4,720	29,064	70,000	(40,936)	41.52%	30,233	70,075
Container Fees	2,520	17,760	48,000	(30,240)	37.00%	19,380	44,040
Pole Installation	966	1,449	5,000	(3,551)	28.98%	79	6,232
After Hours Service Fee	900	8,200	20,000	(11,800)	41.00%	11,569	23,068
Connection Fees	15,100	98,740	225,000	(126,260)	43.88%	101,425	241,305
Surge Protection Fees	386	1,936	5,000	(3,064)	38.72%	1,676	4,774
Reconnect Fees	9,210	88,880	205,000	(116,120)	43.36%	70,525	182,085
Underground Trenching	3,042	26,034	30,000	(3,966)	86.78%	12,483	41,121
UGA Contracted Services	769	769		769			
Credit Card Fees							(30)
Power Resoration Aid			55,000	(55,000)		96,150	308,357
Total other fees	105,723	619,793	1,553,000	(933,207)	39.91%	636,566	1,751,264
Culture and recreation							
Still Branch WTP Gate Receipts		544	5,100	(4,556)	10.67%	2,729	6,301
Total culture and recreation		544	5,100	(4,556)	10.67%	2,729	6,301
Other charges for services							
Returned Check Fees	2,870	16,620	35,000	(18,380)	47.49%	13,195	30,975
Delinquent Penalties	125,156	713,905	1,675,000	(961,095)	42.62%	729,368	1,636,028

	FISCAL YEAR 2026			Variance with Amended Budget		PRIOR FYTD	
	Actual		Amended			11/30/2024	6/30/2025
	MTD	FYTD	Budget	$ Over / (Under)	%	Actual	Actual
Total other charges for services	128,026	730,525	1,710,000	(979,475)	42.72%	742,563	1,667,003
TOTAL CHARGES FOR SERVICES	**8,126,743**	**48,915,436**	**112,083,590**	**(63,168,154)**	**43.64%**	**40,709,309**	**107,453,090**
RENTS AND ROYALTIES							
Water Tower	7,143	33,944	80,910	(46,966)	41.95%	23,117	73,841
Sale of Excess Capacity	1,495	16,652	100,000	(83,348)	16.65%	10,436	94,702
Third-party Sales	54,562	373,169	585,500	(212,331)	63.74%	384,161	839,526
Equipment Rental Fees	160	5,964	15,173	(9,209)	39.31%	7,587	15,661
MEAG Refunding Flexible Operating	1,495	16,652		16,652		10,436	94,703
MEAG Year End Settlement		3,355,432	850,000	2,505,432	394.76%	1,249,539	1,249,539
Settlements from Insurance Claims	4,240	93,865	66,926	26,939	140.25%	3,444	12,564
Settlements from Insurance Claims		342,974	83,849	259,125	409.04%		288,065
Cash Over/Short	(930)	(5,427)		(5,427)		(282)	(491)
Misc Revenue	44,760	371,366	891,874	(520,508)	41.64%	410,668	1,297,600
TOTAL RENTS AND ROYALTIES	**112,925**	**4,604,591**	**2,674,232**	**1,930,359**	**172.18%**	**2,099,106**	**3,965,710**
TOTAL OPERATING REVENUE	**8,239,668**	**53,520,477**	**114,757,822**	**(61,237,345)**	**46.64%**	**42,808,415**	**111,418,800**
OPERATING EXPENSE							
Personal Services and Employee Benefits:							
Salaries and Wages	830,599	4,137,923	12,224,313	8,086,390	33.85%	4,016,621	10,757,327
Employee Benefits	262,904	1,453,375	5,337,242	3,883,867	27.23%	1,388,650	3,344,414
Allocated Payroll Costs	26,893	134,464	322,713	188,249	41.67%	117,259	281,422
Total Personal Services and Employee Benefits	1,120,396	5,725,762	17,884,268	12,158,506	32.02%	5,522,530	14,383,163
Purchased or Contracted Services	911,837	4,757,533	15,460,203	10,702,670	30.77%	4,165,854	11,934,905
Utilities:							
Water/Sewerage	16,561	72,908	170,950	98,042	42.65%	78,373	189,463
Natural Gas	1,357	3,133	19,900	16,767	15.74%	1,762	9,339
Electricity	167,769	920,087	2,573,040	1,652,953	35.76%	916,133	2,241,591
Propane		30	100,860	100,830	0.03%	11,959	44,262
Gasoline	59,193	260,415	828,668	568,253	31.43%	246,105	724,426
Stormwater	2,973	14,867	35,895	21,028	41.42%	13,894	34,446
Customer Service Fee	175	868	2,310	1,442	37.58%	914	2,205
Total Utilities	248,028	1,272,308	3,731,623	2,459,315	34.10%	1,269,140	3,245,732
Supplies	156,250	1,063,272	4,341,448	3,278,176	24.49%	1,017,297	2,901,604
Electricity for Resale	3,277,780	17,993,413	42,665,126	24,671,713	42.17%	18,039,847	42,504,925
Capital Outlay:							
Property (Land and Buildings)	157,266	919,643	10,285,375	9,365,732	8.94%	1,878,576	4,028,813
Machinery and Equipment	437,031	481,724	2,505,175	2,023,451	19.23%	508,880	1,591,009
Capital Outlay - Reclass to Balance Sheet	(524,692)	(1,600,231)		1,600,231		(2,387,455)	(5,619,822)
Total Capital Outlay	69,605	(198,864)	12,790,550	12,989,414	(1.55%)	1	
Depreciation Expense	709,956	3,530,970	7,354,650	3,823,680	48.01%	3,270,818	7,825,476
Bad Debt		59,092	359,000	299,908	16.46%	205,872	205,872
Inter-Departmental Charges	491,972	2,716,194	4,297,734	1,581,540	63.20%	2,640,479	6,430,647
Miscellaneous			88,551	88,551		23,193	29,693
TOTAL OPERATING EXPENSE	**6,985,824**	**36,919,680**	**108,973,153**	**72,053,473**	**33.88%**	**36,155,031**	**89,462,017**
OPERATING INCOME (LOSS)	**1,253,844**	**16,600,797**	**5,784,669**	**10,816,128**	**286.98%**	**6,653,384**	**21,956,783**
NON-OPERATING INCOME (EXPENSE)							
Intergovernmental							
Federal Government Grants							
Operating - Categorical							

	FISCAL YEAR 2026			Variance with		PRIOR FYTD	
	Actual		Amended	Amended Budget		11/30/2024	6/30/2025
	MTD	FYTD	Budget	$ Over / (Under)	%	Actual	Actual
Indirect			53,569	(53,569)			
Total Operating - Categorical			53,569	(53,569)			
Capital							
Direct						328,500	328,500
Net Capital						328,500	328,500
Total Federal Government Grants			53,569	(53,569)		328,500	328,500
State Government Grants							
Operating - Categorical							
Direct							
Miscellaneous State Grant			18,548	(18,548)			
Total Direct			18,548	18,548			
Total Operating - Categorical			18,548	(18,548)			
Capital							
Direct (CDBG Grant Proceeds)			7,143	(7,143)			
Total Capital						328,500	328,500
Total State Government Grants			25,691	(25,691)			
Total Intergovernmental revenue			79,260	(79,260)		328,500	328,500
Intergovernmental - Exp			(76,000)	76,000		(23,923)	(95,945)
Total Intergovernmental - net			3,260	(3,260)		304,577	232,555
Interest Income							
Bank Account Interest	227	1,134		1,134		1,134	2,722
Bank Account Interest	30,428	186,204		186,204		191,774	476,479
Dividends	128,295	668,848		668,848		829,603	1,733,153
P-Card Rebate Program		10,743		10,743		7,663	7,663
Unrealized Gain/Loss on Investments	124,254	429,960		429,960		341,047	517,464
Total Interest/Investment Income	283,204	1,296,889		1,296,889		1,371,221	2,737,481
Principal			(8,287,948)	8,287,948			
Interest Expense	(57,229)	(555,939)	(1,200,771)	644,832	46.30%	(626,727)	(1,319,762)
Total principal and interest expense	(57,229)	(555,939)	(9,488,719)	8,932,780	5.86%	(626,727)	(1,319,762)
Contributions and donations							
Contributions & Donations							10,000
GMA Safety Grant							5,879
Total contributions and donations							15,879
Gain (loss) on sale of capital assets							
Gain / Loss on Sale of Assets						29,100	29,100
GMA Lease Proceeds		339,489	340,000	(511)	99.85%		
Total gain (loss) on sale of capital assets		339,489	340,000	(511)	99.85%	29,100	29,100
TOTAL NON-OPERATING INCOME (EXPENSE)	**225,975**	**1,080,439**	**(9,145,459)**	**10,225,898**	**(11.81%)**	**1,078,171**	**1,695,253**
INCOME (LOSS) BEFORE TRANSFERS	**1,479,819**	**17,681,236**	**(3,360,790)**	**21,042,026**	**(526.10%)**	**7,731,555**	**23,652,036**
TRANSFERS							
Transfers - in	43,357	216,783	638,444	(421,661)	33.95%	424,909	990,891
Transfers - out	(1,514,082)	(5,666,216)	(13,430,665)	7,764,449	42.19%	(5,691,046)	(13,048,643)
TOTAL TRANSFERS - NET	**(1,470,725)**	**(5,449,433)**	**(12,792,221)**	**7,342,788**	**42.60%**	**(5,266,137)**	**(12,057,752)**
CHANGE IN NET POSITION	**$9,094**	**$12,231,803**	**($16,153,011)**	**$28,384,814**	**(75.72%)**	**$2,465,418**	**$11,594,284**

INTERIM STATEMENTS by Fund

Enterprise Funds

For the Five Months Ending Sunday, November 30, 2025

	FISCAL YEAR 2026			Variance with Amended Budget		PRIOR FYTD	
	Actual		Amended			11/30/2024	6/30/2025
	MTD	FYTD	Budget	$ Over / (Under)	%	Actual	Actual
CONTROL TOTALS							
Total Revenues	$8,566,225	$55,373,640	$115,815,526	($60,441,886)	47.81%	$44,962,144	$115,520,653
Total Expenditures	8,557,134	43,141,835	131,968,537	88,826,702	32.69%	42,496,726	103,926,365
Revenues less expenditures	9,091	12,231,805	(16,153,011)	(28,384,816)	(75.72%)	2,465,418	11,594,288
Difference	$3	($2)		$2	0.00%		($4)

	FISCAL YEAR 2026			Variance with		PRIOR FYTD	
	Actual		Amended	Amended Budget		11/30/2024	6/30/2025
	MTD	FYTD	Budget	$ Over / (Under)	%	Actual	Actual
LICENSE AND PERMITS							
Non-business licenses and permits:							
Building and signs:							
Other permits		$450		$450			
Total building and sign permits		450		450			
Total non-business licenses and permits		450		450			
TOTAL LICENSES AND PERMITS		**450**		**450**			
CHARGES FOR SERVICES							
Utilities / enterprise charges and fees							
Sale of Recycled Materials	729	729	5,000	(4,271)	14.58%	2,362	4,584
Water Institutional			215,000	(215,000)		107,347	247,083
Fees - Water Industrial	25,600	141,592	316,000	(174,408)	44.81%	126,443	318,091
Fees - Water Residential	364,720	1,890,949	4,580,000	(2,689,051)	41.29%	1,546,612	4,434,579
Fees - Water Commercial	152,769	803,518	1,435,000	(631,482)	55.99%	444,238	1,421,796
Pass-Thru Water Spalding County	(476,125)	(1,899,217)	(5,521,000)	3,621,783	34.40%	(2,182,936)	(6,481,897)
Fees - Fire Hydrant Water		4,821	40,000	(35,179)	12.05%	20,400	44,444
Fees - Water Lock Cut		1,525	1,500	25	101.67%	950	2,000
Bulk Water - Spalding County	922,395	4,923,364	11,835,000	(6,911,636)	41.60%	3,951,425	10,927,417
Bulk Water - Williamson	7,371	41,706	100,000	(58,294)	41.71%	51,192	90,307
Bulk Water - Zebulon	31,445	171,494	506,000	(334,506)	33.89%	189,793	482,895
Bulk Water - Butts County	2,909	14,792	43,000	(28,208)	34.40%	13,360	34,343
Bulk Water - Coweta County	513,000	2,582,100	6,248,800	(3,666,700)	41.32%	2,363,250	6,251,405
Bulk Water - Barnesville		17		17		15	44
Bulk Water - City of Concord	647	3,383	2,500	883	135.32%	1,801	6,354
Bulk Water - Pike Co Water & Sewerage Authority		2,037	10,000	(7,963)	20.37%		2,243
Bulk Water - Hampton	1,000	14,000		14,000			
Fees - Water Tap							2,220
Fees - Water Irrigation	18,736	75,757	450,000	(374,243)	16.83%	207,675	368,708
Fees - Meter Install		6,080	28,560	(22,480)	21.29%	14,640	43,251
Fees - Commercial Broken Pipe	739	3,680		3,680		1,810	7,359
Sewer Flat - Industrial	28,762	143,923	363,000	(219,077)	39.65%	139,808	333,381
Sewer Flat - Residential	498,677	2,565,605	6,301,000	(3,735,395)	40.72%	2,119,819	6,096,668
Sewer Flat - Commercial	257,650	1,416,024	2,975,000	(1,558,976)	47.60%	1,083,408	2,971,387
Sewer Tap Fee		11,525	23,000	(11,475)	50.11%	2,300	13,800
Wastewater Capacity Recovery Fee		730,561		730,561			21,000
Water Capacity Recovery Fee		32,300		32,300			3,600
Sewer - Sun City	143,235	710,578	1,570,000	(859,422)	45.26%	504,714	1,610,850
Sewer - Greyson Parc	18,579	91,423	205,000	(113,577)	44.60%	59,493	196,729
Pass-Thru - Sewer	(153,661)	(460,129)		(460,129)			
Total utilities / enterprise charges and fees	2,359,177	14,024,137	31,732,360	(17,708,223)	44.20%	10,769,919	29,454,641
Culture and recreation							
Still Branch WTP Gate Receipts		544	5,100	(4,556)	10.67%	2,729	6,301
Total culture and recreation		544	5,100	(4,556)	10.67%	2,729	6,301
TOTAL CHARGES FOR SERVICES	**2,359,177**	**14,024,681**	**31,737,460**	**(17,712,779)**	**44.19%**	**10,772,648**	**29,460,942**
RENTS AND ROYALTIES							
Water Tower	7,143	33,944	80,910	(46,966)	41.95%	23,117	73,841
Settlements from Insurance Claims							4,536
Misc Revenue	14,963	135,563	323,617	(188,054)	41.89%	144,911	370,300
TOTAL RENTS AND ROYALTIES	**22,106**	**169,507**	**404,527**	**(235,020)**	**41.90%**	**168,028**	**448,677**

	FISCAL YEAR 2026			Variance with Amended Budget		PRIOR FYTD	
	Actual		Amended			11/30/2024	6/30/2025
	MTD	FYTD	Budget	$ Over / (Under)	%	Actual	Actual
TOTAL OPERATING REVENUE	**2,381,283**	**14,194,638**	**32,141,987**	**(17,947,349)**	**44.16%**	**10,940,676**	**29,909,619**
OPERATING EXPENSE							
Personal Services and Employee Benefits:							
Salaries and Wages	287,981	1,396,593	4,410,451	3,013,858	31.67%	1,373,795	3,690,600
Employee Benefits	93,977	514,842	1,976,394	1,461,552	26.05%	492,282	1,187,681
Allocated Payroll Costs	42,098	210,490	505,176	294,686	41.67%	186,804	448,329
Total Personal Services and Employee Benefits	424,056	2,121,925	6,892,021	4,770,096	30.79%	2,052,881	5,326,610
Purchased or Contracted Services	215,569	1,004,859	4,434,083	3,429,224	22.66%	1,089,851	3,348,413
Utilities:							
Water/Sewerage	15,452	66,272	150,300	84,028	44.09%	72,135	174,963
Natural Gas	1,136	2,233	16,100	13,867	13.87%	1,067	5,817
Electricity	160,429	883,028	2,459,340	1,576,312	35.91%	882,827	2,151,907
Propane		30	100,860	100,830	0.03%	11,959	44,262
Gasoline	10,258	39,096	202,857	163,761	19.27%	50,144	150,817
Stormwater	723	3,614	8,726	5,112	41.42%	3,503	8,492
Customer Service Fee	137	683	1,722	1,039	39.66%	700	1,666
Total Utilities	188,135	994,956	2,939,905	1,944,949	33.84%	1,022,335	2,537,924
Supplies	91,574	677,013	2,734,287	2,057,274	24.76%	541,000	1,727,297
Capital Outlay:							
Property (Land and Buildings)	80,514	223,397	5,465,485	5,242,088	4.09%	1,261,531	2,537,515
Machinery and Equipment		5,693	258,118	252,425	2.21%	7,705	91,770
Capital Outlay - Reclass to Balance Sheet	(10,910)	(419,823)		419,823		(1,269,235)	(2,629,285)
Total Capital Outlay	69,604	(190,733)	5,723,603	5,914,336	(3.33%)	1	
Depreciation Expense	402,909	2,013,112	4,263,800	2,250,688	47.21%	1,838,388	4,401,744
Bad Debt		17,096		(17,096)		59,560	59,560
Inter-Departmental Charges	173,786	936,220	1,536,127	599,907	60.95%	908,464	2,174,988
Miscellaneous			88,551	88,551		23,179	29,679
TOTAL OPERATING EXPENSE	**1,565,633**	**7,574,448**	**28,612,377**	**21,037,929**	**26.47%**	**7,535,659**	**19,606,215**
OPERATING INCOME (LOSS)	**815,650**	**6,620,190**	**3,529,610**	**3,090,580**	**187.56%**	**3,405,017**	**10,303,404**
NON-OPERATING INCOME (EXPENSE)							
Intergovernmental							
Federal Government Grants							
Operating - Categorical							
Indirect			53,569	(53,569)			
Total Operating - Categorical			53,569	(53,569)			
Total Federal Government Grants			53,569	(53,569)			
State Government Grants							
Direct (CDBG Grant Proceeds)			7,143	(7,143)			
Total State Government Grants			7,143	(7,143)			
Total Intergovernmental revenue			60,712	(60,712)			
Total Intergovernmental - net			60,712	(60,712)			
Interest Income							
Bank Account Interest	4,153	32,457		32,457		54,655	95,556
P-Card Rebate Program		2,997		2,997			
Unrealized Gain/Loss on Investments	5,553	26,315		26,315		(6,000)	(9,074)
Total Interest/Investment Income	9,706	61,769		61,769		48,655	86,482
Principal			(7,031,410)	7,031,410			
Interest Expense	(46,002)	(501,621)	(1,067,900)	566,279	46.97%	(567,772)	(1,187,320)

INTERIM STATEMENTS by Fund
505-Water/Wastewater Utility Fund
For the Five Months Ending Sunday, November 30, 2025

	FISCAL YEAR 2026			Variance with Amended Budget		PRIOR FYTD	
	Actual		Amended			11/30/2024	6/30/2025
	MTD	FYTD	Budget	$ Over / (Under)	%	Actual	Actual
Total principal and interest expense	(46,002)	(501,621)	(8,099,310)	7,597,689	6.19%	(567,772)	(1,187,320)
Contributions and donations							
GMA Safety Grant							2,109
Total contributions and donations							2,109
Gain (loss) on sale of capital assets							
Gain / Loss on Sale of Assets						5,225	5,225
Total gain (loss) on sale of capital assets						5,225	5,225
TOTAL NON-OPERATING INCOME (EXPENSE)	**(36,296)**	**(439,852)**	**(8,038,598)**	**7,598,746**	**5.47%**	**(513,892)**	**(1,093,504)**
INCOME (LOSS) BEFORE TRANSFERS	**779,354**	**6,180,338**	**(4,508,988)**	**10,689,326**	**(137.07%)**	**2,891,125**	**9,209,900**
TRANSFERS							
Transfers - out	(687,423)	(1,532,923)	(3,510,762)	1,977,839	43.66%	(1,317,040)	(2,551,028)
TOTAL TRANSFERS - NET	**(687,423)**	**(1,532,923)**	**(3,510,762)**	**1,977,839**	**43.66%**	**(1,317,040)**	**(2,551,028)**
CHANGE IN NET POSITION	**$91,931**	**$4,647,415**	**($8,019,750)**	**$12,667,165**	**(57.95%)**	**$1,574,085**	**$6,658,872**
CONTROL TOTALS							
Total Revenues	$2,390,990	$14,256,409	$32,202,699	($17,946,290)	44.27%	$10,994,557	$30,003,435
Total Expenditures	2,299,057	9,608,992	40,222,448	30,613,456	23.89%	9,420,469	23,344,563
Revenues less expenditures	91,933	4,647,417	(8,019,749)	(12,667,166)	(57.95%)	1,574,088	6,658,872
Difference	($2)	($2)	($1)	$1	200.00%	($3)	

	FISCAL YEAR 2026			Variance with Amended Budget		PRIOR FYTD	
	Actual		Amended			11/30/2024	6/30/2025
	MTD	FYTD	Budget	$ Over / (Under)	%	Actual	Actual
OPERATING REVENUE							
CHARGES FOR SERVICES							
Utilities / enterprise charges and fees							
Fees - Electric Residential Service	$1,241,484	$9,365,906	$21,200,000	($11,834,094)	44.18%	$7,836,446	$20,170,109
Fees - Electric Commercial Service	1,528,666	8,852,371	20,721,217	(11,868,846)	42.72%	7,604,894	19,799,813
Fees - Electric Industrial Service	717,629	3,835,855	8,700,000	(4,864,145)	44.09%	3,403,681	8,699,620
Fees - Electric Fuel Adjustment	599,385	3,796,501	8,700,000	(4,903,499)	43.64%	3,273,254	8,391,570
Fees - Electric Temporary Service		650	2,000	(1,350)	32.50%	1,000	1,850
Fees - Pole Rental Current Year			301,000	(301,000)		450	276,077
ECCR Adjustment	113,092	716,335	1,600,083	(883,748)	44.77%	617,595	1,597,396
Total utilities / enterprise charges and fees	4,200,256	26,567,618	61,224,300	(34,656,682)	43.39%	22,737,320	58,936,435
Other fees							
General Fund-Customer Service -Charges for Serv- -	63,390	317,897	820,000	(502,103)	38.77%	262,813	760,168
Pole Installation	966	1,449	5,000	(3,551)	28.98%	79	6,232
After Hours Service Fee	900	8,200	20,000	(11,800)	41.00%	11,569	23,068
Connection Fees	15,100	98,740	225,000	(126,260)	43.88%	101,425	241,305
Surge Protection Fees	386	1,936	5,000	(3,064)	38.72%	1,676	4,774
Reconnect Fees	9,210	88,880	205,000	(116,120)	43.36%	70,525	182,085
Underground Trenching	3,042	26,034	30,000	(3,966)	86.78%	12,483	41,121
UGA Contracted Services	769	769		769			
Credit Card Fees							(30)
Power Resoration Aid			55,000	(55,000)		96,150	308,357
Total other fees	93,763	543,905	1,365,000	(821,095)	39.85%	556,720	1,567,080
Other charges for services							
Returned Check Fees	2,870	16,485	35,000	(18,515)	47.10%	13,195	30,975
Delinquent Penalties	125,156	713,905	1,675,000	(961,095)	42.62%	729,368	1,636,028
Total other charges for services	128,026	730,390	1,710,000	(979,610)	42.71%	742,563	1,667,003
TOTAL CHARGES FOR SERVICES	**4,422,045**	**27,841,913**	**64,299,300**	**(36,457,387)**	**43.30%**	**24,036,603**	**62,170,518**
RENTS AND ROYALTIES							
Sale of Excess Capacity	1,495	16,652	100,000	(83,348)	16.65%	10,436	94,702
Third-party Sales	54,562	373,169	585,500	(212,331)	63.74%	384,161	839,526
Equipment Rental Fees		5,058	15,173	(10,115)	33.34%	7,587	15,173
MEAG Refunding Flexible Operating	1,495	16,652		16,652		10,436	94,703
MEAG Year End Settlement		3,355,432	850,000	2,505,432	394.76%	1,249,539	1,249,539
Settlements from Insurance Claims	3,640	82,885	66,926	15,959	123.85%	3,240	6,880
Cash Over/Short	(927)	(5,346)		(5,346)		(356)	(809)
Misc Revenue	17,486	127,423	282,713	(155,290)	45.07%	147,885	383,258
TOTAL RENTS AND ROYALTIES	**77,751**	**3,971,925**	**1,900,312**	**2,071,613**	**209.01%**	**1,812,928**	**2,682,972**
TOTAL OPERATING REVENUE	**4,499,796**	**31,813,838**	**66,199,612**	**(34,385,774)**	**48.06%**	**25,849,531**	**64,853,490**
OPERATING EXPENSE							
Personal Services and Employee Benefits:							
Salaries and Wages	270,567	1,384,566	3,957,341	2,572,775	34.99%	1,437,142	3,603,157
Employee Benefits	86,039	458,863	1,577,026	1,118,163	29.10%	464,198	1,066,303
Allocated Payroll Costs	(21,690)	(108,450)	(260,281)	(151,831)	41.67%	(98,465)	(236,316)

INTERIM STATEMENTS by Fund

510-Electric Utility Fund

For the Five Months Ending Sunday, November 30, 2025

	FISCAL YEAR 2026			Variance with Amended Budget		PRIOR FYTD	
	Actual		Amended			11/30/2024	6/30/2025
	MTD	FYTD	Budget	$ Over / (Under)	%	Actual	Actual
Total Personal Services and Employee Benefits	334,916	1,734,979	5,274,086	3,539,107	32.90%	1,802,875	4,433,144
Purchased or Contracted Services	294,812	1,624,924	5,395,355	3,770,431	30.12%	1,180,982	3,491,462
Utilities:							
Water/Sewerage	210	1,631	2,550	919	63.96%	1,415	3,444
Natural Gas	52	207	600	393	34.50%	153	638
Electricity	3,097	14,042	43,500	29,458	32.28%	13,427	37,790
Gasoline	5,700	26,521	89,504	62,983	29.63%	29,520	76,571
Stormwater	545	2,726	6,582	3,856	41.42%	2,666	6,435
Customer Service Fee	7	35	84	49	41.67%	35	84
Total Utilities	9,611	45,162	142,820	97,658	31.62%	47,216	124,962
Supplies	7,108	96,970	518,091	421,121	18.72%	139,622	332,350
Electricity for Resale	3,277,780	17,993,413	42,665,126	24,671,713	42.17%	18,039,847	42,504,925
Capital Outlay:							
Property (Land and Buildings)	70,124	623,658	4,428,968	3,805,310	14.08%	597,477	1,364,892
Machinery and Equipment		39,000	1,519,400	1,480,400	2.57%	87,912	360,265
Capital Outlay - Reclass to Balance Sheet	(70,124)	(662,658)		662,658		(685,389)	(1,725,158)
Total Capital Outlay			5,948,368	5,948,368			(1)
Depreciation Expense	140,397	709,512	1,591,950	882,438	44.57%	673,177	1,619,936
Bad Debt		34,694	359,000	324,306	9.66%	120,871	120,871
Inter-Departmental Charges	134,809	759,339	1,059,241	299,902	71.69%	761,557	1,824,665
TOTAL OPERATING EXPENSE	**4,199,433**	**22,998,993**	**62,954,037**	**39,955,044**	**36.53%**	**22,766,147**	**54,452,314**
OPERATING INCOME (LOSS)	**300,363**	**8,814,845**	**3,245,575**	**5,569,270**	**271.60%**	**3,083,384**	**10,401,176**
NON-OPERATING INCOME (EXPENSE)							
Intergovernmental							
Interest Income							
Bank Account Interest	26,275	153,747		153,747		137,119	380,922
Dividends	127,942	658,246		658,246		811,944	1,698,284
Unrealized Gain/Loss on Investments	115,244	402,879		402,879		344,786	524,567
Total Interest/Investment Income	269,461	1,214,872		1,214,872		1,293,849	2,603,773
Contributions and donations							
GMA Safety Grant							3,167
Total contributions and donations							3,167
TOTAL NON-OPERATING INCOME (EXPENSE)	**269,461**	**1,214,872**		**1,214,872**		**1,293,849**	**2,606,940**
INCOME (LOSS) BEFORE TRANSFERS	**569,824**	**10,029,717**	**3,245,575**	**6,784,142**	**309.03%**	**4,377,233**	**13,008,116**
TRANSFERS							
Transfers - out	(826,659)	(4,133,293)	(9,919,903)	5,786,610	41.67%	(4,374,006)	(10,497,615)
TOTAL TRANSFERS - NET	**(826,659)**	**(4,133,293)**	**(9,919,903)**	**5,786,610**	**41.67%**	**(4,374,006)**	**(10,497,615)**
CHANGE IN NET POSITION	**($256,835)**	**$5,896,424**	**($6,674,328)**	**$12,570,752**	**(88.34%)**	**$3,227**	**$2,510,501**
CONTROL TOTALS							
Total Revenues	$4,769,255	$33,028,710	$66,199,612	($33,170,902)	49.89%	$27,143,379	$67,460,430
Total Expenditures	5,026,093	27,132,286	72,873,939	45,741,653	37.23%	27,140,153	64,949,931
Revenues less expenditures	(256,838)	5,896,424	(6,674,327)	(12,570,751)	(88.34%)	3,226	2,510,499
Difference	$3		($1)	($1)	0.00%	$1	$2

	FISCAL YEAR 2026			Variance with Amended Budget		PRIOR FYTD	
	Actual		Amended			11/30/2024	6/30/2025
	MTD	FYTD	Budget	$ Over / (Under)	%	Actual	Actual
CHARGES FOR SERVICES							
Utilities / enterprise charges and fees							
Fees - Collection - Residential	$259,784	$1,294,558	$2,981,462	($1,686,904)	43.42%	$1,014,843	$2,984,299
Fees - Collection - Commercial	117,322	584,631	1,325,000	(740,369)	44.12%	462,862	1,344,644
Fees - Transfer Station	150,813	926,152	1,945,000	(1,018,848)	47.62%	781,036	2,065,934
Fees - Special Handling	840	9,125	20,000	(10,875)	45.63%	7,660	21,163
Fees - Rolloff Containers	79,139	407,534	800,000	(392,466)	50.94%	270,550	705,350
Fees - Yard Waste Disposal	77,821	388,222	947,000	(558,778)	40.99%	305,582	895,956
Fees - Yard Waste Special Handling		(7)		(7)		(21)	(55)
Sale of Recycled Materials	3,332	21,026		21,026		6,398	33,068
Permit Fees - Commercial Hauler	400	1,200	4,000	(2,800)	30.00%	1,200	3,100
Fees - Landfill Use	173,185	1,071,116	2,563,000	(1,491,884)	41.79%	1,151,762	2,598,233
Recycling Fees Sort Line			150,000	(150,000)			
Total utilities / enterprise charges and fees	862,636	4,703,557	10,735,462	(6,031,905)	43.81%	4,001,872	10,651,692
Other fees							
Landfill Capital Surcharge Fee	4,720	29,064	70,000	(40,936)	41.52%	30,233	70,069
Landfill Closure Surcharge Fee	4,720	29,064	70,000	(40,936)	41.52%	30,233	70,075
Container Fees	2,520	17,760	48,000	(30,240)	37.00%	19,380	44,040
Total other fees	11,960	75,888	188,000	(112,112)	40.37%	79,846	184,184
Other charges for services							
Returned Check Fees		135		135			
Total other charges for services		135		135			
TOTAL CHARGES FOR SERVICES	**874,596**	**4,779,580**	**10,923,462**	**(6,143,882)**	**43.76%**	**4,081,718**	**10,835,876**
RENTS AND ROYALTIES							
Settlements from Insurance Claims	600	10,980		10,980		204	1,148
Settlements from Insurance Claims		342,974	83,849	259,125	409.04%		288,065
Cash Over/Short		(100)		(100)			
Misc Revenue	5,878	54,880	161,808	(106,928)	33.92%	69,028	167,471
TOTAL RENTS AND ROYALTIES	**6,478**	**408,734**	**245,657**	**163,077**	**166.38%**	**69,232**	**456,684**
TOTAL OPERATING REVENUE	**881,074**	**5,188,314**	**11,169,119**	**(5,980,805)**	**46.45%**	**4,150,950**	**11,292,560**
OPERATING EXPENSE							
Personal Services and Employee Benefits:							
Salaries and Wages	142,136	690,873	2,099,667	1,408,794	32.90%	680,980	1,889,580
Employee Benefits	43,468	262,131	1,015,957	753,826	25.80%	254,906	623,109
Allocated Payroll Costs	2,351	11,755	28,212	16,457	41.67%	10,858	26,059
Total Personal Services and Employee Benefits	187,955	964,759	3,143,836	2,179,077	30.69%	946,744	2,538,748
Purchased or Contracted Services	351,372	1,887,002	4,851,783	2,964,781	38.89%	1,686,320	4,492,297
Utilities:							
Water/Sewerage	487	2,361	7,500	5,139	31.48%	2,228	5,371
Electricity	2,698	12,798	37,000	24,202	34.59%	9,083	28,361
Gasoline	38,517	161,202	452,620	291,418	35.62%	139,637	417,662
Stormwater	368	1,839	4,439	2,600	41.43%	1,798	4,340
Customer Service Fee	18	81	336	255	24.11%	123	301
Total Utilities	42,088	178,281	501,895	323,614	35.52%	152,869	456,035
Supplies	4,927	17,197	268,795	251,598	6.40%	54,294	153,402
Capital Outlay:							
Machinery and Equipment	339,489	339,489	523,657	184,168	64.83%	398,763	899,955

	FISCAL YEAR 2026			Variance with Amended Budget		PRIOR FYTD	
	Actual		Amended			11/30/2024	6/30/2025
	MTD	FYTD	Budget	$ Over / (Under)	%	Actual	Actual
Capital Outlay - Reclass to Balance Sheet	(339,489)	(339,489)		339,489		(398,763)	(899,955)
Total Capital Outlay			523,657	523,657			
Depreciation Expense	106,731	511,024	845,960	334,936	60.41%	458,375	1,103,335
Bad Debt		5,683		(5,683)		19,799	19,799
Inter-Departmental Charges	90,528	528,802	813,907	285,105	64.97%	537,560	1,358,987
TOTAL OPERATING EXPENSE	**783,601**	**4,092,748**	**10,949,833**	**6,857,085**	**37.38%**	**3,855,961**	**10,122,603**
OPERATING INCOME (LOSS)	**97,473**	**1,095,566**	**219,286**	**876,280**	**499.61%**	**294,989**	**1,169,957**
NON-OPERATING INCOME (EXPENSE)							
Intergovernmental							
Federal Government Grants							
Capital							
Direct						328,500	328,500
Net Capital						328,500	328,500
Total Federal Government Grants						328,500	328,500
State Government Grants							
Operating - Categorical							
Direct							
Miscellaneous State Grant			18,548	(18,548)			
Total Direct			18,548	18,548			
Total Operating - Categorical			18,548	(18,548)			
Capital							
Total Capital						328,500	328,500
Total State Government Grants			18,548	(18,548)			
Total Intergovernmental revenue			18,548	(18,548)		328,500	328,500
Intergovernmental - Exp			(76,000)	76,000		(23,923)	(95,945)
Total Intergovernmental - net			(57,452)	57,452		304,577	232,555
Interest Income							
Dividends	352	10,602		10,602		17,659	34,870
P-Card Rebate Program		7,747		7,747		7,663	7,663
Unrealized Gain/Loss on Investments	3,456	766		766		2,262	1,972
Total Interest/Investment Income	3,808	19,115		19,115		27,584	44,505
Principal			(975,638)	975,638			
Interest Expense	(8,141)	(38,659)	(95,651)	56,992	40.42%	(41,951)	(92,557)
Total principal and interest expense	(8,141)	(38,659)	(1,071,289)	1,032,630	3.61%	(41,951)	(92,557)
Contributions and donations							
GMA Safety Grant							393
Total contributions and donations							393
Gain (loss) on sale of capital assets							
Gain / Loss on Sale of Assets						19,525	19,525
GMA Lease Proceeds		339,489	340,000	(511)	99.85%		
Total gain (loss) on sale of capital assets		339,489	340,000	(511)	99.85%	19,525	19,525
TOTAL NON-OPERATING INCOME (EXPENSE)	**(4,333)**	**319,945**	**(788,741)**	**1,108,686**	**(40.56%)**	**309,735**	**204,421**
INCOME (LOSS) BEFORE TRANSFERS	**93,140**	**1,415,511**	**(569,455)**	**1,984,966**	**(248.57%)**	**604,724**	**1,374,378**

INTERIM STATEMENTS by Fund
540-Solid Waste Utility Fund
For the Five Months Ending Sunday, November 30, 2025

	FISCAL YEAR 2026			Variance with Amended Budget		PRIOR FYTD	
	Actual		Amended			11/30/2024	6/30/2025
	MTD	FYTD	Budget	$ Over / (Under)	%	Actual	Actual
TRANSFERS							
Transfers - in						205,819	512,782
TOTAL TRANSFERS - NET						**205,819**	**512,782**
CHANGE IN NET POSITION	**$93,140**	**$1,415,511**	**($569,455)**	**$1,984,966**	**(248.57%)**	**$810,543**	**$1,887,160**
CONTROL TOTALS							
Total Revenues	$884,881	$5,546,918	$11,527,667	($5,980,749)	48.12%	$4,732,376	$12,198,264
Total Expenditures	791,741	4,131,405	12,097,121	7,965,716	34.15%	3,921,833	10,311,104
Revenues less expenditures	93,140	1,415,513	(569,454)	(1,984,967)	(248.57%)	810,543	1,887,160
Difference		($2)	($1)	$1	200.00%		

	FISCAL YEAR 2026			Variance with Amended Budget		PRIOR FYTD	
	Actual		Amended			11/30/2024	6/30/2025
	MTD	FYTD	Budget	$ Over / (Under)	%	Actual	Actual
CHARGES FOR SERVICES							
Utilities / enterprise charges and fees							
Sale of Recycled Materials		$243		$243		$1,499	$3,924
Stormwater - Residential Upper Tier	39,378	197,474	475,068	(277,594)	41.57%	146,946	439,526
Stormwater - Residential Lower Tier	18,541	93,001	223,452	(130,451)	41.62%	81,489	231,568
Stormwater - Commercial Fees	191,219	954,510	2,345,669	(1,391,159)	40.69%	789,022	2,225,447
Total utilities / enterprise charges and fees	249,138	1,245,228	3,044,189	(1,798,961)	40.91%	1,018,956	2,900,465
TOTAL CHARGES FOR SERVICES	**249,138**	**1,245,228**	**3,044,189**	**(1,798,961)**	**40.91%**	**1,018,956**	**2,900,465**
RENTS AND ROYALTIES							
Misc Revenue	3,399	29,142	76,145	(47,003)	38.27%	25,218	73,933
TOTAL RENTS AND ROYALTIES	**3,399**	**29,142**	**76,145**	**(47,003)**	**38.27%**	**25,218**	**73,933**
TOTAL OPERATING REVENUE	**252,537**	**1,274,370**	**3,120,334**	**(1,845,964)**	**40.84%**	**1,044,174**	**2,974,398**
OPERATING EXPENSE							
Personal Services and Employee Benefits:							
Salaries and Wages	66,474	339,007	951,688	612,681	35.62%	260,655	810,633
Employee Benefits	21,291	122,918	460,094	337,176	26.72%	98,539	265,350
Total Personal Services and Employee Benefits	87,765	461,925	1,411,782	949,857	32.72%	359,194	1,075,983
Purchased or Contracted Services	21,177	110,419	344,090	233,671	32.09%	92,851	253,058
Utilities:							
Water/Sewerage	112	643	4,000	3,357	16.08%	689	1,597
Natural Gas	169	693	3,200	2,507	21.66%	542	2,884
Electricity	597	4,510	13,500	8,990	33.41%	3,739	8,663
Gasoline	4,277	20,047	54,720	34,673	36.64%	16,098	52,682
Stormwater	393	1,965	4,745	2,780	41.41%	1,829	4,527
Customer Service Fee	7	35	84	49	41.67%	35	84
Total Utilities	5,555	27,893	80,249	52,356	34.76%	22,932	70,437
Supplies	23,099	98,752	407,425	308,673	24.24%	119,033	282,246
Capital Outlay:							
Machinery and Equipment	97,542	97,542	204,000	106,458	47.81%		188,733
Capital Outlay - Reclass to Balance Sheet	(97,542)	(97,542)		97,542			(188,733)
Total Capital Outlay			204,000	204,000			
Depreciation Expense	44,091	218,183	472,440	254,257	46.18%	218,421	507,017
Bad Debt		1,619		(1,619)		5,642	5,642
Inter-Departmental Charges	47,136	251,695	439,981	188,286	57.21%	220,367	553,203
TOTAL OPERATING EXPENSE	**228,823**	**1,170,486**	**3,359,967**	**2,189,481**	**34.84%**	**1,038,440**	**2,747,586**
OPERATING INCOME (LOSS)	**23,714**	**103,884**	**(239,633)**	**343,517**	**(43.35%)**	**5,734**	**226,812**
NON-OPERATING INCOME (EXPENSE)							
Intergovernmental							
Interest Income							
Bank Account Interest	227	1,134		1,134		1,134	2,722
Total Interest/Investment Income	227	1,134		1,134		1,134	2,722
Principal			(280,900)	280,900			
Interest Expense	(3,086)	(15,658)	(37,220)	21,562	42.07%	(17,004)	(39,872)
Total principal and interest expense	(3,086)	(15,658)	(318,120)	302,462	4.92%	(17,004)	(39,872)

INTERIM STATEMENTS by Fund
560-Stormwater Utility Fund
For the Five Months Ending Sunday, November 30, 2025

	FISCAL YEAR 2026			Variance with Amended Budget		PRIOR FYTD	
	Actual		Amended			11/30/2024	6/30/2025
	MTD	FYTD	Budget	$ Over / (Under)	%	Actual	Actual
Gain (loss) on sale of capital assets							
Gain / Loss on Sale of Assets						4,350	4,350
Total gain (loss) on sale of capital assets						4,350	4,350
TOTAL NON-OPERATING INCOME (EXPENSE)	**(2,859)**	**(14,524)**	**(318,120)**	**303,596**	**4.57%**	**(11,520)**	**(32,800)**
INCOME (LOSS) BEFORE TRANSFERS	**20,855**	**89,360**	**(557,753)**	**647,113**	**(16.02%)**	**(5,786)**	**194,012**
CHANGE IN NET POSITION	**$20,855**	**$89,360**	**($557,753)**	**$647,113**	**(16.02%)**	**($5,786)**	**$194,012**
CONTROL TOTALS							
Total Revenues	$252,764	$1,275,504	$3,120,334	($1,844,830)	40.88%	$1,049,657	$2,981,470
Total Expenditures	231,909	1,186,145	3,678,087	2,491,942	32.25%	1,055,444	2,787,458
Revenues less expenditures	20,855	89,359	(557,753)	(647,112)	(16.02%)	(5,787)	194,012
Difference		$1		($1)	0.00%	$1	

INTERIM STATEMENTS by Fund
570-Telecommunications Fund
For the Five Months Ending Sunday, November 30, 2025

	FISCAL YEAR 2026			Variance with Amended Budget		PRIOR FYTD	
	Actual		Amended			11/30/2024	6/30/2025
	MTD	FYTD	Budget	$ Over / (Under)	%	Actual	Actual
CHARGES FOR SERVICES							
Utilities / enterprise charges and fees							
Telecom - Telephone Revenue	$3,248	$15,284	$21,705	($6,421)	70.42%	$10,014	$30,080
Telecom - Telephone Internal Customer Fees	5,347	26,733	78,354	(51,621)	34.12%	23,303	63,009
Total utilities / enterprise charges and fees	8,595	42,017	100,059	(58,042)	41.99%	33,317	93,089
Other / enterprise charges and fees							
Fiber Fees	82,313	285,859	642,154	(356,295)	44.52%	214,732	626,105
Fiber Fees - Internal Customer Fees	41,471	206,688	480,541	(273,853)	43.01%	180,166	483,518
Total other / enterprise charges and fees	123,784	492,547	1,122,695	(630,148)	43.87%	394,898	1,109,623
TOTAL CHARGES FOR SERVICES	**132,379**	**534,564**	**1,222,754**	**(688,190)**	**43.72%**	**428,215**	**1,202,712**
RENTS AND ROYALTIES							
Misc Revenue	1,185	10,093	19,036	(8,943)	53.02%	9,712	269,302
TOTAL RENTS AND ROYALTIES	**1,185**	**10,093**	**19,036**	**(8,943)**	**53.02%**	**9,712**	**269,302**
TOTAL OPERATING REVENUE	**133,564**	**544,657**	**1,241,790**	**(697,133)**	**43.86%**	**437,927**	**1,472,014**
OPERATING EXPENSE							
Personal Services and Employee Benefits:							
Salaries and Wages	22,962	113,205	301,897	188,692	37.50%	99,477	280,917
Employee Benefits	7,818	39,299	128,471	89,172	30.59%	33,953	86,928
Allocated Payroll Costs	6,588	32,941	79,059	46,118	41.67%	30,000	71,999
Total Personal Services and Employee Benefits	37,368	185,445	509,427	323,982	36.40%	163,430	439,844
Purchased or Contracted Services	12,320	56,376	207,543	151,167	27.16%	53,845	174,232
Utilities:							
Water/Sewerage	19	(125)	2,400	2,525	(5.21%)	42	395
Electricity	101	481	2,500	2,019	19.24%	134	805
Gasoline	348	1,218	3,760	2,542	32.39%	1,004	3,631
Stormwater	165	824	1,990	1,166	41.41%	161	1,301
Customer Service Fee	4	18	42	24	42.86%	4	28
Total Utilities	637	2,416	10,692	8,276	22.60%	1,345	6,160
Supplies	17,598	101,995	250,750	148,755	40.68%	99,607	253,897
Capital Outlay:							
Property (Land and Buildings)	6,628	72,589	270,857	198,268	26.80%	6,668	101,354
Capital Outlay - Reclass to Balance Sheet	(6,628)	(80,718)		80,718		(6,668)	(101,354)
Total Capital Outlay		(8,129)	270,857	278,986	(3.00%)		
Depreciation Expense	8,356	41,781	98,000	56,219	42.63%	41,468	99,647
Inter-Departmental Charges	15,681	83,621	143,748	60,127	58.17%	77,767	188,161
Miscellaneous						14	14
TOTAL OPERATING EXPENSE	**91,960**	**463,505**	**1,491,017**	**1,027,512**	**31.09%**	**437,476**	**1,161,955**
OPERATING INCOME (LOSS)	**41,604**	**81,152**	**(249,227)**	**330,379**	**(32.56%)**	**451**	**310,059**
NON-OPERATING INCOME (EXPENSE)							
Intergovernmental							
Contributions and donations							
GMA Safety Grant							210
Total contributions and donations							210

INTERIM STATEMENTS by Fund
570-Telecommunications Fund
For the Five Months Ending Sunday, November 30, 2025

	FISCAL YEAR 2026			Variance with Amended Budget		PRIOR FYTD	
	Actual		Amended			11/30/2024	6/30/2025
	MTD	FYTD	Budget	$ Over / (Under)	%	Actual	Actual
TOTAL NON-OPERATING INCOME (EXPENSE)							**210**
INCOME (LOSS) BEFORE TRANSFERS	**41,604**	**81,152**	**(249,227)**	**330,379**	**(32.56%)**	**451**	**310,269**
CHANGE IN NET POSITION	**$41,604**	**$81,152**	**($249,227)**	**$330,379**	**(32.56%)**	**$451**	**$310,269**
CONTROL TOTALS							
Total Revenues	$133,563	$544,657	$1,241,790	($697,133)	43.86%	$437,927	$1,472,225
Total Expenditures	91,960	463,503	1,491,018	1,027,515	31.09%	437,475	1,161,954
Revenues less expenditures	41,603	81,154	(249,228)	(330,382)	(32.56%)	452	310,271
Difference	$1	($2)	$1	$3	(200.00%)	($1)	($2)

	FISCAL YEAR 2026			Variance with Amended Budget		PRIOR FYTD	
	Actual		Amended			11/30/2024	6/30/2025
	MTD	FYTD	Budget	$ Over / (Under)	%	Actual	Actual
CHARGES FOR SERVICES							
Other / enterprise charges and fees							
Green Fees	$33,824	$144,084	$260,000	($115,916)	55.42%	$100,409	$239,942
Handicap Fees		105	1,225	(1,120)	8.57%	245	1,085
Golf Cart Rentals	36,966	202,508	360,000	(157,492)	56.25%	167,233	382,254
Merchandise Sales	2,493	14,166	30,000	(15,834)	47.22%	10,466	30,161
Driving Range Fees	3,130	18,626	32,500	(13,874)	57.31%	13,924	36,090
Membership Fees	1,100	32,090	45,000	(12,910)	71.31%	16,800	52,045
Food & Beverage	3,142	22,141	40,000	(17,859)	55.35%	19,186	43,618
Beer Sales	1,765	10,399	18,000	(7,601)	57.77%	7,900	18,673
Pull Cart Rentals	32	48	1,700	(1,652)	2.82%	662	1,174
Tournament Fees	2,664	23,645	40,000	(16,355)	59.11%	19,589	38,511
Golf Balls	4,292	21,658	28,000	(6,342)	77.35%	14,755	39,024
Total other / enterprise charges and fees	89,408	489,470	856,425	(366,955)	57.15%	371,169	882,577
TOTAL CHARGES FOR SERVICES	**89,408**	**489,470**	**856,425**	**(366,955)**	**57.15%**	**371,169**	**882,577**
RENTS AND ROYALTIES							
Equipment Rental Fees	160	906		906			488
Cash Over/Short	(3)	18		18		75	318
Misc Revenue	1,850	14,266	28,554	(14,288)	49.96%	13,913	33,336
TOTAL RENTS AND ROYALTIES	**2,007**	**15,190**	**28,554**	**(13,364)**	**53.20%**	**13,988**	**34,142**
TOTAL OPERATING REVENUE	**91,415**	**504,660**	**884,979**	**(380,319)**	**57.03%**	**385,157**	**916,719**
OPERATING EXPENSE							
Personal Services and Employee Benefits:							
Salaries and Wages	40,478	213,678	503,268	289,590	42.46%	164,572	482,440
Employee Benefits	10,311	55,323	179,301	123,978	30.85%	44,772	115,042
Allocated Payroll Costs	(2,454)	(12,272)	(29,453)	(17,181)	41.67%	(11,937)	(28,649)
Total Personal Services and Employee Benefits	48,335	256,729	653,116	396,387	39.31%	197,407	568,833
Purchased or Contracted Services	16,587	73,952	227,349	153,397	32.53%	62,006	175,443
Utilities:							
Water/Sewerage	280	2,125	4,200	2,075	50.60%	1,863	3,694
Electricity	846	5,229	17,200	11,971	30.40%	6,923	14,066
Gasoline	94	12,331	25,208	12,877	48.92%	9,703	23,063
Stormwater	780	3,899	9,413	5,514	41.42%	3,937	9,352
Customer Service Fee	4	18	42	24	42.86%	18	42
Total Utilities	2,004	23,602	56,063	32,461	42.10%	22,444	50,217
Supplies	11,944	71,345	162,100	90,755	44.01%	63,742	152,412
Capital Outlay:							
Property (Land and Buildings)			120,065	120,065		12,900	25,053
Machinery and Equipment						14,500	50,285
Capital Outlay - Reclass to Balance Sheet						(27,400)	(75,338)
Total Capital Outlay			120,065	120,065			
Depreciation Expense	7,472	37,359	82,500	45,141	45.28%	40,990	93,795
Inter-Departmental Charges	30,032	156,517	304,731	148,214	51.36%	134,765	330,643
TOTAL OPERATING EXPENSE	**116,374**	**619,504**	**1,605,924**	**986,420**	**38.58%**	**521,354**	**1,371,343**
OPERATING INCOME (LOSS)	**(24,959)**	**(114,844)**	**(720,945)**	**606,101**	**15.93%**	**(136,197)**	**(454,624)**
NON-OPERATING INCOME (EXPENSE)							
Intergovernmental							
Interest Expense							(13)

INTERIM STATEMENTS by Fund
591-Golf Course Fund
For the Five Months Ending Sunday, November 30, 2025

	FISCAL YEAR 2026			Variance with Amended Budget		PRIOR FYTD	
	Actual		Amended			11/30/2024	6/30/2025
	MTD	FYTD	Budget	$ Over / (Under)	%	Actual	Actual
Total principal and interest expense							(13)
Contributions and donations							
Contributions & Donations							10,000
Total contributions and donations							10,000
TOTAL NON-OPERATING INCOME (EXPENSE)							**9,987**
INCOME (LOSS) BEFORE TRANSFERS	**(24,959)**	**(114,844)**	**(720,945)**	**606,101**	**15.93%**	**(136,197)**	**(444,637)**
TRANSFERS							
Transfers - in	43,357	216,783	638,444	(421,661)	33.95%	219,091	478,109
TOTAL TRANSFERS - NET	**43,357**	**216,783**	**638,444**	**(421,661)**	**33.95%**	**219,091**	**478,109**
CHANGE IN NET POSITION	**$18,398**	**$101,939**	**($82,501)**	**$184,440**	**(123.56%)**	**$82,894**	**$33,472**
CONTROL TOTALS							
Total Revenues	$134,772	$721,443	$1,523,423	($801,980)	47.36%	$604,247	$1,404,828
Total Expenditures	116,373	619,504	1,605,923	986,419	38.58%	521,352	1,371,356
Revenues less expenditures	18,399	101,939	(82,500)	(184,439)	(123.56%)	82,895	33,472
Difference	($1)		($1)	($1)	0.00%	($1)	

	FISCAL YEAR 2026			Variance with Amended Budget		PRIOR FYTD	
	Actual		Amended			11/30/2024	6/30/2025
	MTD	FYTD	Budget	$ Over / (Under)	%	Actual	Actual
CHARGES FOR SERVICES							
General government:							
Motor pool charges	$37,527	$398,592	$1,383,050	($984,458)	28.82%	$499,410	$1,117,603
Total general government	37,527	398,592	1,383,050	984,458	28.82%	499,410	1,117,603
Utilities / enterprise charges and fees							
Sale of Recycled Materials		1,240		1,240		2,325	2,325
Total utilities / enterprise charges and fees		1,240		1,240		2,325	2,325
TOTAL CHARGES FOR SERVICES	**37,527**	**399,832**	**1,383,050**	**(983,218)**	**28.91%**	**501,735**	**1,119,928**
RENTS AND ROYALTIES							
Misc Revenue	1,026	13,600	33,314	(19,714)	40.82%	13,719	39,452
TOTAL RENTS AND ROYALTIES	**1,026**	**13,600**	**33,314**	**(19,714)**	**40.82%**	**13,719**	**39,452**
TOTAL OPERATING REVENUE	**38,553**	**413,432**	**1,416,364**	**(1,002,932)**	**29.19%**	**515,454**	**1,159,380**
OPERATING EXPENSE							
Personal Services and Employee Benefits:							
Salaries and Wages	39,135	180,116	467,998	287,882	38.49%	162,028	448,537
Employee Benefits	11,649	57,809	205,827	148,018	28.09%	52,874	132,166
Total Personal Services and Employee Benefits	50,784	237,925	673,825	435,900	35.31%	214,902	580,703
Purchased or Contracted Services	3,935	28,807	77,228	48,421	37.30%	39,042	85,068
Utilities:							
Water/Sewerage	410	1,895	6,000	4,105	31.58%	1,678	4,010
Natural Gas	685	2,455	10,000	7,545	24.55%	1,849	9,028
Electricity	1,786	9,895	28,000	18,105	35.34%	9,919	22,225
Gasoline	619	2,981	8,793	5,812	33.90%	2,465	7,715
Stormwater	469	2,346	5,663	3,317	41.43%	2,294	5,537
Customer Service Fee	11	53	126	73	42.06%	53	126
Total Utilities	3,980	19,625	58,582	38,957	33.50%	18,258	48,641
Supplies	24,610	233,874	630,425	396,551	37.10%	264,157	790,215
Capital Outlay:							
Machinery and Equipment			152,731	152,731			
Total Capital Outlay			152,731	152,731			
Depreciation Expense	6,814	34,427	74,220	39,793	46.39%	33,975	81,541
Inter-Departmental Charges	18,286	135,629	144,618	8,989	93.78%	92,428	228,995
TOTAL OPERATING EXPENSE	**108,409**	**690,287**	**1,811,629**	**1,121,342**	**38.10%**	**662,762**	**1,815,163**
OPERATING INCOME (LOSS)	**(69,856)**	**(276,855)**	**(395,265)**	**118,410**	**70.04%**	**(147,308)**	**(655,783)**
NON-OPERATING INCOME (EXPENSE)							
Intergovernmental							
Federal Government Grants							
Operating - Categorical							
Indirect			69,548	(69,548)			
Total Operating - Categorical			69,548	(69,548)			
Total Federal Government Grants			69,548	(69,548)			
State Government Grants							
Direct (CDBG Grant Proceeds)			9,273	(9,273)			
Total State Government Grants			9,273	(9,273)			
Total Intergovernmental revenue			78,821	(78,821)			
Total Intergovernmental - net			78,821	(78,821)			

INTERIM STATEMENTS by Fund
Internal Service Funds
For the Five Months Ending Sunday, November 30, 2025

	FISCAL YEAR 2026			Variance with Amended Budget		PRIOR FYTD	
	Actual		Amended			11/30/2024	6/30/2025
	MTD	FYTD	Budget	$ Over / (Under)	%	Actual	Actual
TOTAL NON-OPERATING INCOME (EXPENSE)			78,821	(78,821)			
INCOME (LOSS) BEFORE TRANSFERS	(69,856)	(276,855)	(316,444)	39,589	87.49%	(147,308)	(655,783)
TRANSFERS							
Transfers - in	20,421	102,107	242,223	(140,116)	42.15%		246,720
TOTAL TRANSFERS - NET	20,421	102,107	242,223	(140,116)	42.15%		246,720
CHANGE IN NET POSITION	($49,435)	($174,748)	($74,221)	($100,527)	235.44%	($147,308)	($409,063)
CONTROL TOTALS							
Total Revenues	$58,975	$515,539	$1,737,409	($1,221,870)	29.67%	$515,454	$1,406,101
Total Expenditures	108,408	690,286	1,811,629	1,121,343	38.10%	662,763	1,815,162
Revenues less expenditures	(49,433)	(174,747)	(74,220)	100,527	235.44%	(147,309)	(409,061)
Difference	($2)	($1)	($1)		100.00%	$1	($2)

	FISCAL YEAR 2026			Variance with Amended Budget		PRIOR FYTD	
	Actual		Amended			11/30/2024	6/30/2025
	MTD	FYTD	Budget	$ Over / (Under)	%	Actual	Actual
CHARGES FOR SERVICES							
General government:							
Motor pool charges	$37,527	$398,592	$1,383,050	($984,458)	28.82%	$499,410	$1,117,603
Total general government	37,527	398,592	1,383,050	984,458	28.82%	499,410	1,117,603
Utilities / enterprise charges and fees							
Sale of Recycled Materials		1,240		1,240		2,325	2,325
Total utilities / enterprise charges and fees		1,240		1,240		2,325	2,325
TOTAL CHARGES FOR SERVICES	**37,527**	**399,832**	**1,383,050**	**(983,218)**	**28.91%**	**501,735**	**1,119,928**
RENTS AND ROYALTIES							
Misc Revenue	1,026	13,600	33,314	(19,714)	40.82%	13,719	39,452
TOTAL RENTS AND ROYALTIES	**1,026**	**13,600**	**33,314**	**(19,714)**	**40.82%**	**13,719**	**39,452**
TOTAL OPERATING REVENUE	**38,553**	**413,432**	**1,416,364**	**(1,002,932)**	**29.19%**	**515,454**	**1,159,380**
OPERATING EXPENSE							
Personal Services and Employee Benefits:							
Salaries and Wages	39,135	180,116	467,998	287,882	38.49%	162,028	448,537
Employee Benefits	11,649	57,809	205,827	148,018	28.09%	52,874	132,166
Total Personal Services and Employee Benefits	50,784	237,925	673,825	435,900	35.31%	214,902	580,703
Purchased or Contracted Services	3,935	28,807	77,228	48,421	37.30%	39,042	85,068
Utilities:							
Water/Sewerage	410	1,895	6,000	4,105	31.58%	1,678	4,010
Natural Gas	685	2,455	10,000	7,545	24.55%	1,849	9,028
Electricity	1,786	9,895	28,000	18,105	35.34%	9,919	22,225
Gasoline	619	2,981	8,793	5,812	33.90%	2,465	7,715
Stormwater	469	2,346	5,663	3,317	41.43%	2,294	5,537
Customer Service Fee	11	53	126	73	42.06%	53	126
Total Utilities	3,980	19,625	58,582	38,957	33.50%	18,258	48,641
Supplies	24,610	233,874	630,425	396,551	37.10%	264,157	790,215
Capital Outlay:							
Machinery and Equipment			152,731	152,731			
Total Capital Outlay			152,731	152,731			
Depreciation Expense	6,814	34,427	74,220	39,793	46.39%	33,975	81,541
Inter-Departmental Charges	18,286	135,629	144,618	8,989	93.78%	92,428	228,995
TOTAL OPERATING EXPENSE	**108,409**	**690,287**	**1,811,629**	**1,121,342**	**38.10%**	**662,762**	**1,815,163**
OPERATING INCOME (LOSS)	**(69,856)**	**(276,855)**	**(395,265)**	**118,410**	**70.04%**	**(147,308)**	**(655,783)**
NON-OPERATING INCOME (EXPENSE)							
Intergovernmental							
Federal Government Grants							
Operating - Categorical							
Indirect			69,548	(69,548)			
Total Operating - Categorical			69,548	(69,548)			
Total Federal Government Grants			69,548	(69,548)			
State Government Grants							
Direct (CDBG Grant Proceeds)			9,273	(9,273)			
Total State Government Grants			9,273	(9,273)			
Total Intergovernmental revenue			78,821	(78,821)			
Total Intergovernmental - net			78,821	(78,821)			

INTERIM STATEMENTS by Fund

601-Internal Service Fund - Motor Pool Fund

For the Five Months Ending Sunday, November 30, 2025

	FISCAL YEAR 2026			Variance with Amended Budget		PRIOR FYTD	
	Actual		Amended			11/30/2024	6/30/2025
	MTD	FYTD	Budget	$ Over / (Under)	%	Actual	Actual
TOTAL NON-OPERATING INCOME (EXPENSE)			78,821	(78,821)			
INCOME (LOSS) BEFORE TRANSFERS	(69,856)	(276,855)	(316,444)	39,589	87.49%	(147,308)	(655,783)
TRANSFERS							
Transfers - in	20,421	102,107	242,223	(140,116)	42.15%		246,720
TOTAL TRANSFERS - NET	20,421	102,107	242,223	(140,116)	42.15%		246,720
CHANGE IN NET POSITION	($49,435)	($174,748)	($74,221)	($100,527)	235.44%	($147,308)	($409,063)
CONTROL TOTALS							
Total Revenues	$58,975	$515,539	$1,737,409	($1,221,870)	29.67%	$515,454	$1,406,101
Total Expenditures	108,408	690,286	1,811,629	1,121,343	38.10%	662,763	1,815,162
Revenues less expenditures	(49,433)	(174,747)	(74,220)	100,527	235.44%	(147,309)	(409,061)
Difference	($2)	($1)	($1)		100.00%	$1	($2)

INTERIM STATEMENTS by Fund
Component Units
For the Five Months Ending Sunday, November 30, 2025

	FISCAL YEAR 2026			Variance with Amended Budget		PRIOR FYTD	
	Actual		Amended			11/30/2024	6/30/2025
	MTD	FYTD	Budget	$ Over / (Under)	%	Actual	Actual
CHARGES FOR SERVICES							
Other / enterprise charges and fees							
Fuel Sales - AVGAS	$7,682	$71,300	$186,770	($115,470)	38.18%	$90,703	$199,527
Fuel Sales - Jet A	12,345	94,577	154,551	(59,974)	61.19%	78,848	209,783
Airport Services - Tug Fees	40	100		100		30	220
Total other / enterprise charges and fees	20,067	165,977	341,321	(175,344)	48.63%	169,581	409,530
Other fees							
Fuel Flowage Fees	5,760	19,760	32,000	(12,240)	61.75%	14,560	36,300
Overnight Fees	40	90	100	(10)	90.00%	30	180
Total other fees	5,800	19,850	32,100	(12,250)	61.84%	14,590	36,480
Other charges for services							
Returned Check Fees	35	35		35			
Total other charges for services	35	35		35			
TOTAL CHARGES FOR SERVICES	**25,902**	**185,862**	**373,421**	**(187,559)**	**49.77%**	**184,171**	**446,010**
RENTS AND ROYALTIES							
Property Rental	200	1,000	2,400	(1,400)	41.67%		1,600
AMR from MEAG Trust	900	4,500	10,800	(6,300)	41.67%	4,500	10,800
T-Hangar Rentals	1,025	5,125	14,000	(8,875)	36.61%	5,125	12,300
Tie Down Rentals	50	250	2,000	(1,750)	12.50%	825	2,850
Ground Leases	12,046	61,671	148,200	(86,529)	41.61%	62,505	146,829
Misc Revenue	1,408	10,357	19,036	(8,679)	54.41%	10,965	28,009
TOTAL RENTS AND ROYALTIES	**15,629**	**82,903**	**196,436**	**(113,533)**	**42.20%**	**83,920**	**202,388**
TOTAL OPERATING REVENUE	**41,531**	**268,765**	**569,857**	**(301,092)**	**47.16%**	**268,091**	**648,398**
OPERATING EXPENSE							
Personal Services and Employee Benefits:							
Salaries and Wages	23,150	113,743	303,052	189,309	37.53%	97,830	276,989
Employee Benefits	7,062	37,168	120,224	83,056	30.92%	32,375	80,362
Total Personal Services and Employee Benefits	30,212	150,911	423,276	272,365	35.65%	130,205	357,351
Purchased or Contracted Services	16,697	67,526	217,941	150,415	30.98%	87,193	198,775
Utilities:							
Water/Sewerage	144	711	2,500	1,789	28.44%	1,030	2,142
Natural Gas	221	837	3,500	2,663	23.91%	681	3,116
Electricity	703	4,453	13,350	8,897	33.36%	4,318	10,203
Gasoline	504	1,961	6,985	5,024	28.07%	1,679	4,477
Stormwater	2,435	12,179	30,086	17,907	40.48%	12,171	29,245
Customer Service Fee	42	214	546	332	39.19%	235	574
Total Utilities	4,049	20,355	56,967	36,612	35.73%	20,114	49,757
Supplies	15,677	121,290	342,550	221,260	35.41%	111,223	281,039
Capital Outlay:							
Property (Land and Buildings)	697,834	11,280,485	48,399,825	37,119,340	23.31%	287,566	2,374,576
Capital Outlay - Reclass to Balance Sheet	(697,834)	(11,280,485)		11,280,485		(287,566)	(2,374,576)
Total Capital Outlay			48,399,825	48,399,825			
Depreciation Expense	9,246	55,138	326,030	270,892	16.91%	57,121	129,051
Inter-Departmental Charges	11,281	60,919	96,412	35,493	63.19%	138,130	332,307
Miscellaneous	6,300	18,300	45,839	27,539	39.92%	17,000	23,963
TOTAL OPERATING EXPENSE	**93,462**	**494,439**	**49,908,840**	**49,414,401**	**0.99%**	**560,986**	**1,372,243**
OPERATING INCOME (LOSS)	**(51,931)**	**(225,674)**	**(49,338,983)**	**49,113,309**	**0.46%**	**(292,895)**	**(723,845)**

INTERIM STATEMENTS by Fund
Component Units
For the Five Months Ending Sunday, November 30, 2025

	FISCAL YEAR 2026			Variance with Amended Budget		PRIOR FYTD	
	Actual		Amended			11/30/2024	6/30/2025
	MTD	FYTD	Budget	$ Over / (Under)	%	Actual	Actual
NON-OPERATING INCOME (EXPENSE)							
Intergovernmental							
Federal Government Grants							
Capital							
Direct			24,583,988	(24,583,988)		12,291	12,291
Indirect		47,246		47,246			
Net Capital		47,246	24,583,988	(24,536,742)	0.19%	12,291	12,291
Total Federal Government Grants		47,246	24,583,988	(24,536,742)	0.19%	12,291	12,291
State Government Grants							
Capital							
Direct (CDBG Grant Proceeds)	65,675	9,728,573	22,197,371	(12,468,798)	43.83%	51,283	1,865,531
Total Capital		47,246	24,583,988	(24,536,742)	0.19%	12,291	12,291
Total State Government Grants	65,675	9,728,573	22,197,371	(12,468,798)	43.83%	51,283	1,865,531
Local Government Unit Grants							
Spalding Co. Contribution		15,512	589,220	(573,708)	2.63%	15,512	111,431
Spalding County Contribution			562,505	(562,505)			
City of Griffin Contribution							(208,825)
Total Local Government Unit Grants		15,512	1,151,725	1,136,213	1.35%	15,512	(97,394)
Total Intergovernmental revenue	65,675	9,791,331	47,933,084	(38,141,753)	20.43%	79,086	1,780,428
Intergovernmental - Exp		(100,000)		(100,000)			(891)
Total Intergovernmental - net	65,675	9,691,331	47,933,084	(38,241,753)	20.22%	79,086	1,779,537
Interest Income							
Bank Account Interest	1,821	7,521		7,521		8,852	17,082
Total Interest/Investment Income	1,821	7,521		7,521		8,852	17,082
Principal			(565,000)	565,000			
Interest Expense	1,931	(48,269)	(105,970)	57,701	45.55%	(54,866)	(106,528)
Total principal and interest expense	1,931	(48,269)	(670,970)	622,701	7.19%	(54,866)	(106,528)
Contributions and donations							
Contributions & Donations			26,600	(26,600)			14,266
GMA Safety Grant							2,545
Total contributions and donations			26,600	(26,600)			16,811
TOTAL NON-OPERATING INCOME (EXPENSE)	**69,427**	**9,650,583**	**47,288,714**	**(37,638,131)**	**20.41%**	**33,072**	**1,706,902**
INCOME (LOSS) BEFORE TRANSFERS	**17,496**	**9,424,909**	**(2,050,269)**	**11,475,178**	**(459.69%)**	**(259,823)**	**983,057**
TRANSFERS							
Transfers - in	522,743	575,990	1,963,358	(1,387,368)	29.34%	411,601	868,166
TOTAL TRANSFERS - NET	**522,743**	**575,990**	**1,963,358**	**(1,387,368)**	**29.34%**	**411,601**	**868,166**
CHANGE IN NET POSITION	**$540,239**	**$10,000,899**	**($86,911)**	**$10,087,810**	**(11,507.06...**	**$151,778**	**$1,851,223**
CONTROL TOTALS							
Total Revenues	$631,770	$10,643,608	$50,492,900	($39,849,292)	21.08%	$767,630	$3,330,885
Total Expenditures	91,529	642,706	50,579,810	49,937,104	1.27%	615,853	1,479,662
Revenues less expenditures	540,241	10,000,902	(86,910)	(10,087,812)	(11,507.19...	151,777	1,851,223
Difference	($2)	($3)	($1)	$2	300.00%	$1	

FISCAL YEAR 2026			Variance with	PRIOR FYTD	
Actual		Amended	Amended Budget	11/30/2024	6/30/2025
MTD	FYTD	Budget	$ Over / (Under) %	Actual	Actual

INTERIM STATEMENTS by Fund

550-Griffin-Spalding Airport Authority Fund

For the Five Months Ending Sunday, November 30, 2025

	FISCAL YEAR 2026			Variance with Amended Budget		PRIOR FYTD	
	Actual		Amended			11/30/2024	6/30/2025
	MTD	FYTD	Budget	$ Over / (Under)	%	Actual	Actual
CHARGES FOR SERVICES							
Other / enterprise charges and fees							
Fuel Sales - AVGAS	$7,682	$71,300	$186,770	($115,470)	38.18%	$90,703	$199,527
Fuel Sales - Jet A	12,345	94,577	154,551	(59,974)	61.19%	78,848	209,783
Airport Services - Tug Fees	40	100		100		30	220
Total other / enterprise charges and fees	20,067	165,977	341,321	(175,344)	48.63%	169,581	409,530
Other fees							
Fuel Flowage Fees	5,760	19,760	32,000	(12,240)	61.75%	14,560	36,300
Overnight Fees	40	90	100	(10)	90.00%	30	180
Total other fees	5,800	19,850	32,100	(12,250)	61.84%	14,590	36,480
Other charges for services							
Returned Check Fees	35	35		35			
Total other charges for services	35	35		35			
TOTAL CHARGES FOR SERVICES	**25,902**	**185,862**	**373,421**	**(187,559)**	**49.77%**	**184,171**	**446,010**
RENTS AND ROYALTIES							
AMR from MEAG Trust	900	4,500	10,800	(6,300)	41.67%	4,500	10,800
T-Hangar Rentals	1,025	5,125	14,000	(8,875)	36.61%	5,125	12,300
Tie Down Rentals	50	250	2,000	(1,750)	12.50%	825	2,850
Ground Leases	12,046	61,671	148,200	(86,529)	41.61%	62,505	146,829
Misc Revenue	822	6,896	14,277	(7,381)	48.30%	7,419	18,903
TOTAL RENTS AND ROYALTIES	**14,843**	**78,442**	**189,277**	**(110,835)**	**41.44%**	**80,374**	**191,682**
TOTAL OPERATING REVENUE	**40,745**	**264,304**	**562,698**	**(298,394)**	**46.97%**	**264,545**	**637,692**
OPERATING EXPENSE							
Personal Services and Employee Benefits:							
Salaries and Wages	18,467	90,661	242,161	151,500	37.44%	78,210	220,830
Employee Benefits	5,342	28,525	92,015	63,490	31.00%	25,392	62,655
Total Personal Services and Employee Benefits	23,809	119,186	334,176	214,990	35.67%	103,602	283,485
Purchased or Contracted Services	12,025	53,820	146,592	92,772	36.71%	68,977	149,352
Utilities:							
Water/Sewerage	144	711	2,500	1,789	28.44%	1,030	2,142
Natural Gas	221	837	3,500	2,663	23.91%	681	3,116
Electricity	633	4,100	12,500	8,400	32.80%	4,177	9,568
Gasoline	395	1,774	6,205	4,431	28.59%	1,679	4,477
Stormwater	2,339	11,697	28,600	16,903	40.90%	11,656	27,869
Customer Service Fee	35	175	420	245	41.67%	193	441
Total Utilities	3,767	19,294	53,725	34,431	35.91%	19,416	47,613
Supplies	13,969	107,944	318,570	210,626	33.88%	105,055	258,707
Capital Outlay:							
Property (Land and Buildings)	195,484	10,773,794	47,742,249	36,968,455	22.57%	77,585	2,149,366
Capital Outlay - Reclass to Balance Sheet	(195,484)	(10,773,794)		10,773,794		(77,585)	(2,149,366)
Total Capital Outlay			47,742,249	47,742,249			
Depreciation Expense	9,246	55,138	326,030	270,892	16.91%	57,121	129,051
Inter-Departmental Charges	9,161	49,253	80,056	30,803	61.52%	46,077	110,691
TOTAL OPERATING EXPENSE	**71,977**	**404,635**	**49,001,398**	**48,596,763**	**0.83%**	**400,248**	**978,899**
OPERATING INCOME (LOSS)	**(31,232)**	**(140,331)**	**(48,438,700)**	**48,298,369**	**0.29%**	**(135,703)**	**(341,207)**
NON-OPERATING INCOME (EXPENSE)							
Intergovernmental							

INTERIM STATEMENTS by Fund
550-Griffin-Spalding Airport Authority Fund
For the Five Months Ending Sunday, November 30, 2025

	FISCAL YEAR 2026			Variance with Amended Budget		PRIOR FYTD	
	Actual		Amended			11/30/2024	6/30/2025
	MTD	FYTD	Budget	$ Over / (Under)	%	Actual	Actual
Federal Government Grants							
Capital							
Direct			24,583,988	(24,583,988)		12,291	12,291
Indirect		47,246		47,246			
Net Capital		47,246	24,583,988	(24,536,742)	0.19%	12,291	12,291
Total Federal Government Grants		47,246	24,583,988	(24,536,742)	0.19%	12,291	12,291
State Government Grants							
Capital							
Direct (CDBG Grant Proceeds)	65,675	9,728,573	22,197,371	(12,468,798)	43.83%	51,283	1,865,531
Total Capital		47,246	24,583,988	(24,536,742)	0.19%	12,291	12,291
Total State Government Grants	65,675	9,728,573	22,197,371	(12,468,798)	43.83%	51,283	1,865,531
Local Government Unit Grants							
Spalding Co. Contribution		15,512	589,220	(573,708)	2.63%	15,512	111,431
Spalding County Contribution			562,505	(562,505)			
City of Griffin Contribution							(208,825)
Total Local Government Unit Grants		15,512	1,151,725	1,136,213	1.35%	15,512	(97,394)
Total Intergovernmental revenue	65,675	9,791,331	47,933,084	(38,141,753)	20.43%	79,086	1,780,428
Total Intergovernmental - net	65,675	9,791,331	47,933,084	(38,141,753)	20.43%	79,086	1,780,428
Interest Income							
Bank Account Interest	1,760	7,322		7,322		8,636	16,620
Total Interest/Investment Income	1,760	7,322		7,322		8,636	16,620
Principal			(565,000)	565,000			
Interest Expense	1,931	(48,269)	(105,970)	57,701	45.55%	(54,866)	(106,528)
Total principal and interest expense	1,931	(48,269)	(670,970)	622,701	7.19%	(54,866)	(106,528)
Contributions and donations							
GMA Safety Grant							1,812
Total contributions and donations							1,812
TOTAL NON-OPERATING INCOME (EXPENSE)	**69,366**	**9,750,384**	**47,262,114**	**(37,511,730)**	**20.63%**	**32,856**	**1,692,332**
INCOME (LOSS) BEFORE TRANSFERS	**38,134**	**9,610,053**	**(1,176,586)**	**10,786,639**	**(816.77%)**	**(102,847)**	**1,351,125**
TRANSFERS							
Transfers - in			1,089,676	(1,089,676)		201,620	457,152
TOTAL TRANSFERS - NET			**1,089,676**	**(1,089,676)**		**201,620**	**457,152**
CHANGE IN NET POSITION	**$38,134**	**$9,610,053**	**($86,910)**	**$9,696,963**	**(11,057.48...**	**$98,773**	**$1,808,277**
CONTROL TOTALS							
Total Revenues	$108,180	$10,062,958	$49,585,458	($39,522,500)	20.29%	$553,887	$2,893,705
Total Expenditures	70,045	452,903	49,672,368	49,219,465	0.91%	455,114	1,085,428
Revenues less expenditures	38,135	9,610,055	(86,910)	(9,696,965)	(11,057.48...	98,773	1,808,277
Difference	($1)	($2)		$2	0.00%		

INTERIM STATEMENTS by Fund
952-Main Street Program Fund
For the Five Months Ending Sunday, November 30, 2025

	FISCAL YEAR 2026			Variance with Amended Budget		PRIOR FYTD	
	Actual		Amended			11/30/2024	6/30/2025
	MTD	FYTD	Budget	$ Over / (Under)	%	Actual	Actual
RENTS AND ROYALTIES							
Misc Revenue	$586	$3,461	$4,759	($1,298)	72.73%	$3,546	$9,105
TOTAL RENTS AND ROYALTIES	**586**	**3,461**	**4,759**	**(1,298)**	**72.73%**	**3,546**	**9,105**
TOTAL OPERATING REVENUE	**586**	**3,461**	**4,759**	**(1,298)**	**72.73%**	**3,546**	**9,105**
OPERATING EXPENSE							
Personal Services and Employee Benefits:							
Salaries and Wages	4,683	23,081	60,891	37,810	37.91%	19,620	56,159
Employee Benefits	1,720	8,643	28,210	19,567	30.64%	6,983	17,707
Total Personal Services and Employee Benefits	6,403	31,724	89,101	57,377	35.60%	26,603	73,866
Purchased or Contracted Services	3,931	12,161	47,635	35,474	25.53%	12,879	37,083
Utilities:							
Electricity	71	353	850	497	41.53%	141	635
Gasoline	109	187	780	593	23.97%		
Stormwater	63	317	766	449	41.38%	310	748
Customer Service Fee	4	18	42	24	42.86%	18	42
Total Utilities	247	875	2,438	1,563	35.89%	469	1,425
Supplies	1,708	13,346	23,500	10,154	56.79%	6,092	21,365
Inter-Departmental Charges	2,120	11,666	16,356	4,690	71.33%	51,365	123,965
TOTAL OPERATING EXPENSE	**14,409**	**69,772**	**179,030**	**109,258**	**38.97%**	**97,408**	**257,704**
OPERATING INCOME (LOSS)	**(13,823)**	**(66,311)**	**(174,271)**	**107,960**	**38.05%**	**(93,862)**	**(248,599)**
NON-OPERATING INCOME (EXPENSE)							
Intergovernmental							
Intergovernmental - Exp		(100,000)		(100,000)			
Total Intergovernmental - net		(100,000)		(100,000)			
Contributions and donations							
Contributions & Donations			26,600	(26,600)			14,266
GMA Safety Grant							733
Total contributions and donations			26,600	(26,600)			14,999
TOTAL NON-OPERATING INCOME (EXPENSE)		**(100,000)**	**26,600**	**(126,600)**	**(375.94%)**		**14,999**
INCOME (LOSS) BEFORE TRANSFERS	**(13,823)**	**(166,311)**	**(147,671)**	**(18,640)**	**112.62%**	**(93,862)**	**(233,600)**
TRANSFERS							
Transfers - in	12,227	61,133	147,670	(86,537)	41.40%		187,554
TOTAL TRANSFERS - NET	**12,227**	**61,133**	**147,670**	**(86,537)**	**41.40%**		**187,554**
CHANGE IN NET POSITION	**($1,596)**	**($105,178)**	**($1)**	**($105,177)**	**10,517,80…**	**($93,862)**	**($46,046)**
CONTROL TOTALS							
Total Revenues	$12,813	$64,594	$179,029	($114,435)	36.08%	$3,546	$211,658
Total Expenditures	14,409	169,773	179,029	9,256	94.83%	97,408	257,704
Revenues less expenditures	(1,596)	(105,179)		105,179	0.00%	(93,862)	(46,046)
Difference		$1	($1)	($2)	(100.00%)		

INTERIM STATEMENTS by Fund

953-Downtown Development Authority Fund

For the Five Months Ending Sunday, November 30, 2025

	FISCAL YEAR 2026			Variance with Amended Budget		PRIOR FYTD	
	Actual		Amended			11/30/2024	6/30/2025
	MTD	FYTD	Budget	$ Over / (Under)	%	Actual	Actual
RENTS AND ROYALTIES							
Property Rental	$200	$1,000	$2,400	($1,400)	41.67%		$1,600
TOTAL RENTS AND ROYALTIES	**200**	**1,000**	**2,400**	**(1,400)**	**41.67%**		**1,600**
TOTAL OPERATING REVENUE	**200**	**1,000**	**2,400**	**(1,400)**	**41.67%**		**1,600**
OPERATING EXPENSE							
Purchased or Contracted Services	741	1,545	23,714	22,169	6.52%	5,338	12,340
Utilities:							
Stormwater	32	165	720	555	22.92%	205	628
Customer Service Fee	4	21	84	63	25.00%	25	91
Total Utilities	36	186	804	618	23.13%	230	719
Supplies			480	480		76	966
Capital Outlay:							
Property (Land and Buildings)	502,350	506,691	657,576	150,885	77.05%	209,980	225,210
Capital Outlay - Reclass to Balance Sheet	(502,350)	(506,691)		506,691		(209,980)	(225,210)
Total Capital Outlay			657,576	657,576			
Inter-Departmental Charges						40,688	97,652
Miscellaneous	6,300	18,300	45,839	27,539	39.92%	17,000	23,963
TOTAL OPERATING EXPENSE	**7,077**	**20,031**	**728,413**	**708,382**	**2.75%**	**63,332**	**135,640**
OPERATING INCOME (LOSS)	**(6,877)**	**(19,031)**	**(726,013)**	**706,982**	**2.62%**	**(63,332)**	**(134,040)**
NON-OPERATING INCOME (EXPENSE)							
Intergovernmental							
Intergovernmental - Exp							(891)
Total Intergovernmental - net							(891)
Interest Income							
Bank Account Interest	61	199		199		216	462
Total Interest/Investment Income	61	199		199		216	462
TOTAL NON-OPERATING INCOME (EXPENSE)	**61**	**199**		**199**		**216**	**(429)**
INCOME (LOSS) BEFORE TRANSFERS	**(6,816)**	**(18,832)**	**(726,013)**	**707,181**	**2.59%**	**(63,116)**	**(134,469)**
TRANSFERS							
Transfers - in	510,516	514,857	726,013	(211,156)	70.92%	209,980	223,460
TOTAL TRANSFERS - NET	**510,516**	**514,857**	**726,013**	**(211,156)**	**70.92%**	**209,980**	**223,460**
CHANGE IN NET POSITION	**$503,700**	**$496,025**		**$496,025**	**0.00%**	**$146,864**	**$88,991**
CONTROL TOTALS							
Total Revenues	$510,777	$516,056	$728,413	($212,357)	70.85%	$210,196	$225,522
Total Expenditures	7,075	20,030	728,413	708,383	2.75%	63,331	136,530
Revenues less expenditures	503,702	496,026		(496,026)	0.00%	146,865	88,992
Difference	($2)	($1)		$1	0.00%	($1)	($1)

CITY OF GRIFFIN
SALES TAX ANALYSIS

LOCAL OPTION SALES TAX (LOST)

Month	FY 2022 MTD	FY 2022 FYTD Total	FY 2022 FYTD % of Budget	FY 2023 MTD	FY 2023 FYTD Total	FY 2023 FYTD % of Budget	FY 2024 MTD	FY 2024 FYTD Total	FY 2024 FYTD % of Budget	FY 2025 MTD	FY 2025 FYTD Total	FY 2025 FYTD % of Budget	FY 2026 MTD	FY 2026 FYTD Total	FY 2026 FYTD % of Budget	MTD Change from Prior Year	Percent
July	$ 441,145	$ 441,145	9.29%	$ 458,324	$ 458,324	8.85%	$ 473,019	$ 473,019	8.92%	$ 470,106	$ 470,106	8.55%	$ 500,567	$ 500,567	8.86%	$ (2,913)	-0.62%
August	425,603	866,748	18.25%	452,002	910,327	17.58%	493,024	966,043	18.23%	474,918	$ 945,024	17.18%	513,639	$ 1,014,206	17.95%	$ (18,106)	-3.67%
September	410,717	1,277,465	26.89%	450,187	1,360,514	26.28%	452,082	1,418,125	26.76%	480,208	$ 1,425,232	25.91%	508,894	$ 1,523,100	26.96%	$ 28,126	6.22%
October	417,442	1,694,907	35.68%	463,086	1,823,600	35.22%	462,562	1,880,687	35.48%	430,075	$ 1,855,307	33.73%	489,043	$ 2,012,143	35.61%	$ (32,487)	-7.02%
Distribution											$ -			$ -			
November	411,967	2,106,874	44.36%	468,213	2,291,813	44.27%	474,785	2,355,471	44.44%	482,265	$ 2,337,571	42.50%	482,564	$ 2,494,707	44.15%	$ 7,480	1.58%
December	442,119	2,548,993	53.66%	465,265	2,757,078	53.25%	452,471	2,807,942	52.98%	472,799	$ 2,810,370	51.10%		$ -		$ 20,328	4.49%
January	509,457	3,058,450	64.39%	545,958	3,303,035	63.80%	560,583	3,368,525	63.56%	567,668	$ 3,378,038	61.42%		$ -		$ 7,085	1.26%
February	397,730	3,456,180	72.76%	415,351	3,718,386	71.82%	423,694	3,792,219	71.55%	421,302	$ 3,799,340	69.08%		$ -		$ (2,392)	-0.56%
March	406,709	3,862,889	81.32%	420,772	4,139,158	79.95%	459,845	4,252,064	80.23%	439,681	$ 4,239,021	77.07%		$ -		$ (20,165)	-4.39%
April	472,417	4,335,306	91.27%	492,846	4,632,004	89.47%	470,825	4,722,889	89.11%	495,364	$ 4,734,385	86.08%		$ -		$ 24,539	5.21%
Distribution											$ -			$ -			
May	443,309	4,778,615	100.60%	460,159	5,092,163	98.35%	452,490	5,175,379	97.65%	479,356	$ 5,213,742	94.80%		$ -		$ 26,866	5.94%
Jun	451,702	5,230,317	110.11%	467,858	5,560,021	107.39%	470,577	5,645,956	106.53%	472,850	$ 5,686,592	103.39%		$ -		$ 2,273	0.48%
Total	**$ 5,230,317**			**$ 5,560,021**			**$ 5,645,956**			**$ 5,686,592**			**$ 2,494,707**				
% of Budget	110.11%			107.39%			106.53%			103.39%			44.15%				
Budget	$ 4,750,000			$ 5,177,373			$ 5,300,000			$ 5,500,000			$ 5,650,000				
Average	$ 435,860			$ 463,335			$ 470,496			$ 473,883			$ 498,941				

CITY OF GRIFFIN
SALES TAX ANALYSIS

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

	FY 2022			FY 2023			FY 2024			FY 2025			FY 2026		
Month	**MTD**	**FYTD Total**	**FYTD % of Budget**	**MTD**	**FYTD Total**	**FYTD % of Budget**	**MTD**	**FYTD Total**	**FYTD % of Budget**	**MTD**	**FYTD Total**	**FYTD % of Budget**	**MTD**	**FYTD Total**	**FYTD % of Budget**
July	$ -	$ -		$ 364,041	$ 364,041	9.77%	$ 388,417	$ 388,417	10.42%	$ 388,209	$ 388,209	10.41%	$ 432,325	$ 432,325	11.60%
August	-			359,820	723,861	19.42%	370,885	$ 759,302	20.37%	$ 394,625	$ 782,834	21.00%	$ 433,287	$ 865,612	23.22%
September	-			372,168	1,096,029	29.40%	374,611	$ 1,133,913	30.42%	$ 352,476	$ 1,135,310	30.46%	$ 410,390	$ 1,276,002	34.23%
October	-			374,023	1,470,053	39.44%	375,853	$ 1,509,766	40.50%	$ 393,829	$ 1,529,139	41.02%	$ 406,423	$ 1,682,425	45.14%
November	-			373,411	1,843,464	49.46%	365,356	$ 1,875,122	50.31%	$ 388,969	$ 1,918,108	51.46%	$ 429,395	$ 2,111,820	56.66%
December	-			440,751	2,284,214	61.28%	461,588	$ 2,336,710	62.69%	$ 472,656	$ 2,390,764	64.14%		$ -	
January	-			331,213	2,615,427	70.17%	343,359	$ 2,680,069	71.90%	$ 358,465	$ 2,749,229	73.76%		$ -	
February	-			342,395	2,957,822	79.35%	379,372	$ 3,059,441	82.08%	$ 366,550	$ 3,115,779	83.59%		$ -	
March	-			395,641	3,353,463	89.97%	387,858	$ 3,447,299	92.48%	$ 415,584	$ 3,531,363	94.74%		$ -	
April	349,959	349,959	47.05%	367,844	3,721,307	99.83%	371,587	$ 3,818,886	102.45%	$ 398,590	$ 3,929,953	105.43%		$ -	
May	355,568	705,527	94.86%	378,958	4,100,265	110.00%	382,870	$ 4,201,755	112.72%	$ 399,495	$ 4,329,448	116.15%		$ -	
Jun	366,889	1,072,416	144.19%	379,147	4,479,412	120.17%	384,950	$ 4,586,706	123.05%	$ 420,901	$ 4,750,349	127.44%		$ -	
Total	**$ 1,072,416**			**$ 4,479,412**			**$ 4,586,706**			**$ 4,750,349**			**$ 2,111,820**		
% of Budget	144.19%			120.17%			123.05%			127.44%			56.66%		
Budget	$ 743,750			$ 3,727,500			$ 3,727,500			$ 3,727,500			$ 3,727,500		
Average	$ 357,472			$ 373,284			$ 382,225			$ 395,862			$ 422,364		
% Increase PY				4.42%			2.40%			3.57%			6.69%		
Actual Inception to Date	$ 1,072,416			$ 5,551,828			$ 10,138,533			$ 14,888,882			$ 17,000,702		
Cummulative Budget	$ 743,750			$ 4,471,250			$ 8,198,750			$ 11,926,250			$ 15,653,750		

November financial statements – 41.7% into the fiscal year

Year-to-date

Fund	Operating Revenue in Dollars	Operating Revenue Percentage of Budget	Operating Expense in Dollars	Operating Expense Percentage of Budget
General Fund	12,166,752	43.61	17,341,541	38.85
Enterprise Funds	53,520,477	46.64	36,919,680	33.88
Water / Wastewater	14,194,638	44.16	7,574,448	26.47
Electric	31,813,838	48.06	22,998,993	36.53
Solid Waste	5,188,314	46.45	4,092,748	37.38

Year-to-Date Sales Tax Analysis

Sales Tax	Dollars Collected	Percent of Budget
LOST	2,494,707	44.15
TSPLOST	2,111,820	56.66

AGENDA ITEM SUMMARY

ITEM SUMMARY:

Consider a contract amendment with Rusty Statham Construction, Inc. for the One Griffin Center Remodel for the extension of the contract to November 30, 2026. *Public Works Director, Mariza Eller, will address.*

SPECIAL CONSIDERATIONS OR CONCERNS:

The remodel of One Griffin Center by Rusty Statham Construction, Inc. has experienced unforeseen delays due to unexpected construction concerns because of the age of the building and the inconsistent repairs made previously that have been discovered during the demolition and remodel process. Due to this, we are requesting a contract extension until November 30, 2026, for Rusty Statham Construction, Inc. to complete the contract. The notice to proceed with work was issued on January 13, 2025, and the contract is scheduled to end on January 13, 2026.

STAFF RECOMMENDATION:

Staff recommends approval.

FINANCIAL IMPACT:

There is no additional funding being allocated for this contract amendment.

Submitted By:
Mariza Eller

Meeting Date:
13/01/2026

ATTACHMENTS:
NTP Bid#25-005 OGC Interior Renovations.pdf
SIGNED Construction Contract Bid#25-005 One Griffin Center Remodel.pdf
Signed Amendment 2.14.25.pdf
SECOND_AMENDMENT__-_OGC_Remodel_K_1.8.26.pdf

NOTICE TO PROCEED

Owner:	City of Griffin	Owner's Contract No.: BID#25-0005	
Contractor:	Rusty Statham, Inc.	Contractor's Project No.: BID#25-005	
Project:	One Griffin Center Interior Renovations	Effective Date of Contract:	December 10, 2024

TO CONTRACTOR:

Owner hereby notifies Contractor that the Contract Times under the above Contract will commence to run on January 13, 2025.

By that date, Contractor shall start performing its obligations under the Contract Documents. Contractor shall notify Owner if construction work will begin prior to this date. In accordance with the Agreement, the date of Substantial Completion is January 13, 2026, and the date of readiness for final payment is January 23, 2026.

Before starting any Work at the Site, Contractor must comply with the following:

1. Perform video/photo documentation of the project area;
2. Submit all bond paperwork;
3. Submit sub-contractor packets;
4. An updated and detailed project schedule.

Owner**:** City of Griffin

Authorized Signature

By: Mariza Eller

Title: Mariza Eller, Director of Public Works

Date Issued: January 3, 2025

STATE OF GEORGIA,
COUNTY OF SPALDING.

Construction Contract For Bid # 25-005

This Construction Contract ("Contract") is made as of __December 4th_, 2024 ("Effective Date") by and between City of Griffin, Georgia ("Owner"), whose principal business address is 100 S. Hill St., Griffin, Georgia 30224, and Rusty Statham Construction, Inc. ("Contractor") of 409 W. Wall Street Griffin, Georgia 30223 (Contractor Address).

The Contractor desires to provide construction services to the Owner and the Owner desires to obtain such services from the Contractor.

Therefore, in consideration of the mutual promises set forth below, the parties agree as follows:

1. **Description of Services.** Beginning on the Effective Date, the Contractor will provide to the Owner the following services (collectively, "Services"):

The interior renovation of One Griffin Center will involve multi-floor renovations to be completed. The updates and renovations will include demoing and adding offices back, carpet replacement, painting all areas included in bid, electrical and HVAC work.

2. **Scope of Work.** The Contractor will provide all services, materials, and labor for the construction of Remodeling One Griffin Center, described above at the property of City of Griffin located at 100 S. Hill Street, Griffin, Georgia, 30223 ("Worksite"). Contractor's Bid #25-005, as submitted to and accepted by the Owner, is attached and incorporated as Exhibit "B" labeled as architectural plans and Exhibit "C" labeled as bid documents; said Bid is incorporated herein, by reference, and made a part of this agreement.

This includes all building and construction materials, necessary labor and site security, and all required tools and machinery needed for the completion of construction.

The Contractor is only responsible for furnishing any building improvements related to construction of the structure, but not related to landscaping, grading, walkways, sewer or water systems, steps, driveways, patios, aprons, etc., unless they are specifically agreed to in writing.

3. **Plans, Specifications, and Construction Documents.** The Owner will make available to the Contractor all plans, specifications, drawings, blueprints, and similar construction documents necessary for the Contractor to provide the Services described herein. Any such materials shall remain the property of the Owner. The Contractor will promptly return all such materials to the Owner upon completion of the Services.

4. **Compliance With Laws.** The Contractor shall provide the Services in a workmanlike manner, and in compliance with all applicable federal, state and local laws and regulations, including, but not limited to all provisions of the Fair Labor Standards Act, the Americans with Disabilities Act, and the Federal Family and Medical Leave Act.

5. **Work Site.** The Owner warrants that the Owner owns the property herein described and is authorized

to enter into this Contract. Prior to the start of construction, the Owner shall provide an easily accessible building site, which meets all zoning requirements for the structure, and in which the boundaries of the Owner's property will be clearly identified by stakes at all corners of the property. The Owner shall maintain these stakes in proper position throughout construction. The Contractor shall take pictures and videos of the work site prior to the start of construction and after the Notice to Proceed has been issued.

6. **Materials and/or Labor Provided.** The Contractor shall provide to the Owner a list of each and every party furnishing materials and/or labor to the Contractor as part of the Services, and the dollar amounts due or expected to be due with regards to provision of the Services herein described. The Owner shall review any subcontractors for this project prior to the start of work. The Contractor shall require approval of the Owner for any subcontractors before beginning any work. A list of materials and/or labor shall be set forth in Exhibits A – Bid Tabulation and Exhibit C- Bid Proposal attached to this Contract. The Contractor declares, under the laws of Georgia, that this list is a true and correct statement of each and every party providing materials and/or labor as part of the Services herein described.

The Contractor may substitute materials only with the express written approval of the Owner, provided that the substituted materials are no lesser quality than those previously agreed upon by the Owner and the Contractor.

7. **Payment.** Payment shall be made to Rusty Statham Construction, Inc. Upon competition of the Work, the Owner agrees to pay the total sum of $2,044,446.90. Prior to completion of the Work, Contractor shall submit applications for payment based on progress. Invoices shall provide details of all project expenses as permitted in this contract. Contractor shall apply no late charges, interest, or penalties to any invoice or charges for services until 30 days from the customer receipt of the invoice. If this contract is terminated for convenience for any reason, then the Contractor shall be paid pro rata for all services performed, materials purchased, and administrative costs incurred, to the effective date of termination.

Payments to the Contractor shall be made at the rate of ninety-five percent (95%) of the approved partial payment estimate for each monthly progress billing; and the Owner will retain five percent (5%) of every approved partial payment until the value of the Contractor's work complete and in place equals 50% of the contract value. Thereafter, Owner shall pay the Contractor the full amount of the approved partial pay estimate; provided the Contractor has provided or provides such satisfactory reasonable assurances of continued performance and financial responsibility to complete the Work, including but not limited to a payment and performance bond. Receipt of progress payments are due by the 10th of every month. The retained amount will be paid to the contractor no later than thirty (30) days following final acceptance of the work. Upon completion and acceptance of the work, the Owner shall issue a certificate to the final payment request that the work has been accepted under the terms, promises, and conditions of the contract.

Owner may withhold payment upon a determination that the progress noted in Contractor's application for payment has not been satisfied or reached or completed to satisfaction of the Owner, provided that notice of the deficiency shall be provided to Contractor. In addition to any other right or remedy provided by law, if the Owner fails to pay for the Services when due, the Contractor has the option to treat such failure to pay as a material breach of this Contract, and may cancel this Agreement and/or seek legal remedies.

8. **Other Payment Provisions.** All payments are due upon the Net 30 Payment Guidelines as specified by the City of Griffin. All Change Orders will be discussed between the Ceontractor and the City of Griffin before changes are made. Change Orders will be produced on a separate document and signed by both parties before action is taken.

9. **Term.** The Contractor shall commence the work to be performed within 45 days of the Effective Date and shall complete the work on or within 365 days from the Effective Date, time being of the essence of this Contract.

When Contractor considers the entire Work ready for its intended use, Contractor shall notify Owner in writing that the entire Work is complete. Promptly after Contractor's notification, Owner shall make an inspection of the Work to determine the status of completion. Owner agrees to sign a Notice of Completion within ten (10) days of the final inspection if Owner considers the work complete. If the Owner does not consider the Work complete, Owner will notify Contractor in writing giving the reasons therefor. Owner shall have fourteen (14) days to provide written notification of any discrepancies or defects of Work completed. Contractor shall immediately take such measures as are necessary to complete such Work or remedy such deficiencies. Contractor will be given reasonable time to fix any discrepancies or defects of Work by an agreed upon time in writing between Owner and Contractor. Within ten (10) days of Owner's determination that Contractor has satisfactorily completed all corrections identified in the final inspection, Owner shall sign a Notice of Completion and submit final payment following the procedure for progress payments.

10. **Stop Work Order.** The Owner may, at any time, direct the Contractor in writing to stop all or any part of the Work for a period of up to 90 days for the Owner's convenience and without cause ("Stop Work Order"). Upon receipt of a Stop Work Order, the Contractor shall immediately comply with its terms and take all reasonable steps to minimize the incurring of costs allocable to the Services covered by the Stop Work Order. The Contractor shall continue Services not covered by the Stop Work Order unless otherwise directed by the Owner. The Owner may, at any time, withdraw the Stop Work Order or any part thereof through a written notice to the Contractor specifying the effective date and scope of withdrawal ("Resume Work Notice"). The Contractor shall resume diligent performance of the Services for which the Stop Work Order is withdrawn on the specified effective date. If the total or partial Stop Work Order results in additional time required or costs incurred by the Contractor to perform the Services, the Contract price and/or Contract time shall be equitably adjusted. The Contractor must assert its right to an equitable adjustment within 30 days after receipt of a Resume Work Notice. If the parties cannot agree on the equitable adjustment, the dispute shall be resolved according to the Contract's dispute resolution procedure. However, the Contractor shall proceed with the Services pending resolution of any dispute. The Contractor shall not be entitled to any damages arising from any delay, disruption, or other impact attributable to any Stop Work Order. The Contractor's sole remedy shall be an extension of time and/or equitable adjustment to the Contract price as provided herein.

11. **Permits.** The Owner shall obtain all necessary building permits, approvals and licenses. The Contractor shall apply for and obtain any other necessary permits and licenses required by the local municipal/county government to do the work; the cost thereof shall be included as part of the Payment to the Contractor under this Contract.

12. **Insurance.** Before work begins under this Contract, the Contractor shall furnish certificates of insurance to the Owner substantiating that the Contractor has placed in force valid insurance, in the amounts and subject to terms set forth in Bid No. 25-005, covering its full liability under the Workers' Compensation laws of Georgia and shall furnish and maintain general liability insurance, and builder's risk insurance for injury to or death of a person or persons, and for personal injury or death suffered in any construction-related accident and property damage incurred in rendering the Services.
    (a) Commercial General Liability Insurance - $1,000,000 limit per person, $2,000,000 per occurrence for property damage and bodily injury. The Supplier should indicate in the proposal and on the insurance certificate that the coverage provided is occurrence based. The City of Griffin shall be

named as "additional insured" as its interest may appear and "waiver of subrogation granted". The insurance shall include coverage for the following:

- Premise/Operations
- Explosion, Collapse and Underground Property Damage Hazard (only when applicable to the project)
- Products/Completed Operations
- Contractual
- Independent Suppliers
- Broad Form Property Damage
- Personal Injury

(b) Automobile Insurance - $1,000,000 limit per person or $2,000,000 combined single limit for property damage and personal injury.

- Owned/Leased Autos
- Non-owned Autos
- Hired Autos

(c) Umbrella Coverage

- Workers' Compensation and Employers' Insurance -- with benefits and monetary limits as set forth by Title 34, Chapter 9 of the O.C.G.A. Workers' Compensation coverage is required as a condition of performing work or services for the City whether or not the Supplier is otherwise required by law to provide such coverage. The Supplier shall supply the City with proof of compliance with the Workers' Compensation Act while performing work for the City by way of a COI. This proof must be received by the City prior to the commencement of work. If the Supplier does not meet the requirement for workers' compensation coverage, the certificate of insurance shall state that the contractor waives subrogation in regard to workers' compensation.

- Professional Liability/Errors & Omissions Insurance - $2,000,000 or as per project (ultimate loss value per occurrence). Primarily E&O insurance is designed to protect the professional advice providers (i.e., consultants, financial services) or professional service-providing professionals (i.e., medical providers, lawyers).

13. **Bonds.** The Contractor shall furnish the Owner with construction payment and performance bonds in the amount of $2,248,891.59, equal to 110% of contract amount.

14. **Confidentiality.** The Contractor, and its employees, agents, or representatives will not at any time or in any manner, either directly or indirectly, use for the personal benefit of the Contractor, or divulge, disclose, or communicate in any manner, any information that is proprietary to the Owner. The Contractor and its employees, agents, and representatives will protect such information and treat it as strictly confidential. This provision will continue to be effective after the termination of this Contract.

Upon termination of this Contract, the Contractor will return to the Owner all records, notes, documentation, and other items that were used, created, or controlled by the Contractor during the term of this Contract.

15. **Indemnification.** The Contractor agrees to indemnify the Owner against, hold it harmless from and defend the Owner from all claims, loss, liability, and expense, including actual attorney's fees, arising out of or in connection with the Contractor's Services performed under this Contract. However, this indemnity does not extend to liability for loss or damage resulting from the sole negligence of the Owner or the Owner's agents or employees.

16. **Warranty.** Contractor warrants and guarantees to Owner that all Work will be in accordance with the Contract Documents and will not be defective. Contractor warranties Work completed for one year after certification of Substantial Completion has been issued. Contractor's warranty and guarantee hereunder excludes defects or damage caused by:

a. Abuse, modification, or improper maintenance or operation by persons other than Contractor, Subcontractors, suppliers, or any other individual or entity for whom Contractor is responsible; or
b. Normal wear and tear under normal usage.

Contractor's obligation to perform and complete the Work in accordance with the Contract Documents shall be absolute. None of the following will constitute an acceptance of Work that is not in accordance with the Contract Documents or a release of Contractor's obligation to perform the Work in accordance with the Contract Documents:

a. Observations by Owner;
b. Payment by Owner of any progress or final payment;
c. The issuance of a certificate of Substantial Completion by Owner or any payment related thereto by Owner;
d. Use or occupancy of the Work or any part thereof by Owner;
e. Any review and approval of drawings or sample submittal or the issuance of a notice of acceptability by Owner;
f. Any inspection, test, or approval by others; or
g. Any correction of defective Work by Owner.

17. **Free Access to the Worksite.** The Owner will allow free access to work areas for workers and vehicles and will allow areas for the storage of materials and debris. City employees, tenants, and citizens will remain working and the building open for access during construction. The Contractor must communicate with the Owner throughout the progress of the contract for any work that could potentially cause disruption to services. Driveways will be kept clear for the movement of vehicles during work hours. The Contractor will make reasonable efforts to protect driveways, lawns, shrubs, and other vegetation. The Contractor also agrees to keep the Worksite clean and orderly and to remove all debris as needed during the hours of work in order to maintain work conditions that do not cause health or safety hazards. Work hours shall be Monday – Friday, 7:00 a.m. – 5:00 p.m. Any access to the worksite not during normal wok hours must be approved via written consent of the Owner.

18. **Utilities.** The Owner shall provide and maintain water and electrical service, connect permanent electrical service, gas service, or oil service, whichever is applicable, and tanks and lines to the building constructed under this Contract after an acceptable cover inspection has been completed, and prior to the installation of any inside wall cover. The Owner shall, at the Owner's expense, connect sewage disposal and water lines to said building prior to the start of construction, and at all times maintain sewage disposal and water lines during construction as applicable. The Owner shall permit the Contractor to use, at no cost, any electrical power and water use necessary to carry out and complete the work.

19. **Inspection.** The Owner shall have the right to inspect all work performed under this Contract. All defects and uncompleted items shall be reported immediately. The Contractor shall have 10 days from the date of notification to rectify any defects or problems from the work completed. All work that needs to be inspected or tested and certified by an engineer as a condition of any government department or other state agency, or inspected and certified by the local health officer, shall be done at each necessary stage of construction and before further construction can continue. All inspection and certification will be done at the Owner's expense.

20. **Default.** The occurrence of any of the following shall constitute a material default under this Contract which shall entitle the aggrieved Party to terminate the Contract and seek all other remedies available herein and by law:

1. The failure of the Owner to make a required payment when due.

2. The insolvency of either party or if either party shall, either voluntarily or involuntarily, become a debtor of or seek protection under Title 11 of the United States Bankruptcy Code.

3. A lawsuit is brought on any claim, seizure, lien or levy for labor performed or materials used on or furnished to the project by either party, or when there is a general assignment for the benefit of creditors, application or sale for or by any creditor or government agency brought against either party.

4. The failure of the Owner to make the building site available or the failure of the Contractor to deliver the Services in the time and manner provided for in this Contract.

5. The failure of the Contractor to fulfill its obligations under this Contract, including but not limited to failure to meet the deadline for completing the work or failure to perform Work in accordance with the Contract.

21. **Remedies.** In addition to any and all other rights a party may have available according to law of Georgia, if a party defaults by failing to substantially perform any provision, term or condition of this Contract (including without limitation the failure to make a monetary payment when due), the other party may terminate the Contract by providing written notice to the defaulting party. This notice shall describe with sufficient detail the nature of the default. The party receiving the said notice shall have 20 days from the effective date of said notice to cure the default(s) or begin substantial completion if completion cannot be made in 20 days. Unless waived by a party providing notice, the failure to cure or begin curing, the default(s) within such time period shall result in the automatic termination of this Contract.

22. **Force Majeure.** If performance of this Contract or any obligation thereunder is prevented, restricted, or interfered with by causes beyond either party's reasonable control ("Force Majeure"), and if the party unable to carry out its obligations gives the other party prompt written notice of such event, then the obligations of the party invoking this provision shall be suspended to the extent necessary by such event. The term Force Majeure shall include, but not be limited to, acts of God, plague, epidemics, pandemic, outbreaks of infectious disease, or any other public health crisis, including quarantine or other employee restrictions, fire, explosion, vandalism, storm, casualty, illness, injury, general unavailability of materials or other similar occurrence, orders or acts of military or civil authority, national emergencies, insurrections, riots, wars, strikes, lock-outs, work stoppages, other labor disputes, or supplier failures. The excused party shall use reasonable efforts under the circumstances to avoid or remove such causes of non-performance and shall proceed to perform with reasonable dispatch whenever such causes are removed or ceased. An act or omission shall be deemed within the reasonable control of a party if committed, omitted, or caused by such party, or its employees, officers, agents, or affiliates.

23. **Dispute Resolution.** The parties will attempt to resolve any dispute arising out of or relating to this Contract through friendly negotiations among the parties. If the matter is not resolved by negotiation, the parties will submit the matter to non-binding mediation before a mediator acceptable to both parties prior to filing any action in court.

24. **Entire Agreement.** This Contract contains the entire agreement of the parties, and there are no other promises or conditions in any other contract or agreement whether oral or written concerning the subject matter of this Contract. Any amendments must be in writing and signed by each party. This Contract supersedes any prior written or oral agreements between the parties.

25. **Severability.** If any provision of this Contract will be held to be invalid or unenforceable for any reason, the remaining provisions will continue to be valid and enforceable. If a court finds that any provision of this Contract is invalid or unenforceable but that by limiting such provision, it would become valid and enforceable, then such provision will be deemed to be written, construed, and enforced as so limited.

26. **Amendment.** This Contract may be modified or amended in writing if the writing is signed by each party.

27. **Governing Law.** This Contract shall be construed in accordance with, and governed by the laws of Georgia, without regard to any choice of law provisions of Georgia or any other jurisdiction. Any legal action(s) shall be brought in the Superior Court of Spalding County, Georgia.

28. **Notice.** Any notice or communication required or permitted under this Contract shall be sufficiently given if delivered in person or by certified mail, return receipt requested, to the address set forth in the opening paragraph or to such other address as one party may have furnished to the other in writing.

29. **Waiver of Contractual Right.** The failure of either party to enforce any provision of this Contract shall not be construed as a waiver or limitation of that party's right to subsequently enforce and compel strict compliance with every provision of this Contract.

IN WITNESS WHEREOF, the parties have set their hands and affixed their seals through their duly authorized officers and representatives, the day and year above written.

The Owner:
CITY OF GRIFFIN, a GEORGIA municipal corporation

By: _____
Douglas S. Hollberg, Mayor

Attest: _____
Jessica W. O'Connor, Secretary

Approved as to Form:
_____
Andrew J. Whalen, III, City Attorney

(SEAL)

The Contractor:

By: Rusty Statham Digitally signed by Rusty Statham DN: C=US, E=rusty@rstathamconstruction.com, O="Rusty Statham Construction, Inc", OU=RPS, CN=Rusty Statham Reason: I attest to the accuracy and integrity of this document Contact Info: Rusty Statham 678-873-1852 Date: 2024.12.04 12:43:56-05'00'

Date: 12/4/24

AMENDMENT TO CONSTRUCTION CONTRACT
FOR BID NO. 25-005 (ONE GRIFFIN CENTER REMODEL)
BETWEEN CITY OF GRIFFIN AND RUSTY STATHAM CONSTRUCTION, INC.
DATED DECEMBER 4, 2024

WHEREAS, the City of Griffin ("Owner") and Rusty Statham Construction, Inc. ("Contractor") (collectively, "Parties") are parties to a Construction Contract for Bid No. 25-005 ("Contract") for interior renovation services at 100 S. Hill Street, Griffin, Georgia 30223, also known as One Griffin Center ("Project");

WHEREAS, the Parties desire to amend the Contract in order to specify that the Project shall be undertaken in ten (10) phases, each of which will be undertaken independent of the other and shall be bonded separately as provided herein;

NOW, THEREFORE, by execution of this Amendment, the Parties hereby modify the terms of the Agreement as follows:

1. **AMENDMENT TO SECTION 2 – SCOPE OF WORK:** Section 2 of the Contract is hereby amended to provide as follows, and Exhibit "D" (Ten Phase Punchlist) is attached and incorporated into the Contract by reference herein:

   "The Contractor will provide all services, materials, and labor for the construction of Remodeling One Griffin Center, described above at the property of the City of Griffin located at 100 S. Hill Street, Griffin, Georgia 30223 ("Worksite). Contractor's Bid #25-005, as submitted and accepted by the Owner, is attached and incorporated as Exhibit "B" labeled as architectural plans and Exhibit "C" labeled as bid documents; said Bid is incorporated herein, by reference, and made a part of this agreement. The Services shall be completed in ten (10) phases in accordance with Exhibit "D," labeled as Punch List. Each phase in Exhibit "D" shall be undertaken independent of the other, and no subsequent phase shall begin until the prior phase has been completed.

2. **AMENDMENT TO SECTION 13 – BONDS:** Section 13 of the Contract is hereby amended to provide as follows:

   "Prior the beginning each Phase, the Contractor shall furnish the Owner with construction payment and performance bonds in the amount equal to 100% of the contract price for that specific phase. Upon receipt of Contractor's application for payment based on progress and Owner's inspection and acceptance of the work specified in Exhibit "D," Owner shall release the bonds for that Phase."

3. **CONFLICTS**: Any conflicts between the Contract, as amended, and the Bid Documents in Exhibit "C" to the Contract, the Contract terms, as amended, shall govern.

4. **AFFIRMATION OF OTHER CONTRACT TERMS**: Except as otherwise modified by this Amendment, the Contract, including exhibits thereto, shall remain unchanged. All other terms and conditions shall remain in full force and effect.

This Amendment shall be effective upon full execution by the Parties.

CITY OF GRIFFIN ("Customer")

Douglas S. Hollberg
Mayor

Attest:

Jessica W. O'Connor, Secretary

Approved as to Form:

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

RUSTY STATHAM CONTRUCTION INC.

Rusty Statham

Digitally signed by Rusty Statham
DN: C=US, E=rusty@rstathamconstruction.com, O="Rusty Statham Construction, Inc", OU=RPS, CN=Rusty Statham
Reason: I attest to the accuracy and integrity of this document
Contact Info: Rusty Statham 678-873-1852
Date: 2025.02.14 12:08:49-05'00'

Printed Name: Rusty Statham

EXHIBIT "D"

25-005 -- PHASE ONE -- EOC & PUBLIC WORKS

ITEM #	DESCRIPTION OF WORK	UNIT	QNTY	UNIT COST	SCHEDULED VALUE	WORK COMPLETED ON PREVIOUS APPLICATION UNITS	WORK COMPLETED ON PREVIOUS APPLICATION TOTAL	WORK THIS PERIOD THIS PERIOD UNITS	WORK THIS PERIOD THIS PERIOD TOTAL	MATERIALS PRESENTLY STORED (NOT IN WX OR ZAA)	TOTAL COMPLETED AND STORED TO DATE (WX+ZAA+ABC)	% G/C	BALANCE TO FINISH (UV - AD)	RETAINAGE 5%
1	CONSTRUCTION WASTE DISPOSAL - DUMPSTER 40 YARD	EA	2	$0.00	$0.00									
2	DEMOLITION - REMOVAL OF EXHISTING ACOUSTICAL CEILING TILES AND GRID	SQFT	806	$2.40	$1,934.40									
3	DEMOLITION - REMOVAL OF ALL FLOORING INCLUDING GLUE	SQFT	1975	$0.00	$0.00									
4	RELOCATING - ELECTRICAL -SINGLE POLE LIGHT SWITCHES	EA	3	$174.00	$522.00									
5	RELOCATING - ELECTRICAL - DOUBLE ELECTRICAL OUTLETS	EA	3	$174.00	$522.00									
6	RELOCATING - ELECTRICAL - QUAD ELECTRICAL OUTLETS	EA	3	$186.00	$558.00									
7	DEMOLITION - BLOCK WALLL REMOVAL	FT	26	$120.00	$3,120.00									
8	DEMOLITION - METAL STUD WALLS	FT	52	$60.00	$3,120.00									
9	RELOCATING - HVAC - THERMOSTATS	EA	2	$300.00	$600.00									
10	RELOCATING - IT DATA- CAT 6 MODULAR JACK	EA	12	$240.00	$2,880.00									
11	DEMOLITION -REMOVAL OF INTERIOR DOORS AND FRAMES	EA	6	$300.00	$1,800.00									
12	DEMOLITION - REMOVAL OF WALLPAPER	SQFT	300	$6.00	$1,800.00									
13	REPLACING OF LIGHT FIXTURES WITH 2X4 LIGHT FIXTURES	EA	20	$84.22	$1,684.32									
14	REPLACING OF EMERGENCY LIGHT FIXTURES TO 2X4 (QUANTITY INCLUDES 2X2 AND 2X4)	EA	3	$276.12	$828.36									
15	REMOVAL OF UNUSED HVAC LINES & ELECTRICAL CONDUIT NOT IN USE FROM CEILING AREA	EA	1	$1,344.00	$1,344.00									
16	INSTALLATION - FRAMING OF NEW WALL	FT	12	$120.00	$1,440.00									
17	SHEETROCK HANGING AND FINISHING - INCLUDING FINISHING WHERE WALLPAPER REMOVED	SQFT	806	$6.00	$4,836.00									
18	REMOVE & INSTALL - FIRE SAFETY DEVICES - SMOKE DETECTORS IN NEW CEILING TILE	EA	9	$98.93	$890.35									
19	INSTALLATION OF NEW ACOUSTICAL CEILING GRID - WHITE 2X2 GRID PATTERN	SQFT	806	$4.20	$3,385.20									
20	PAINTING - INCLUSIVE OF SHEETROCK PREP -- 2 COATS	SQFT	806	$6.00	$4,836.00									
21	INSTALLATION OF COMMERCIAL GRADE CARPET	SQFT	1975	$4.80	$9,480.00									
22	INSTALLATION OF NEW ACOUSTICAL CEILING TILES	SQFT	806	$2.40	$1,934.40									
23	RELOCATING - FIRE SAFETY DEVICES - FIRE PULL HANDLE	EA	1	$480.00	$480.00									
24	RELOCATING -- HVAC VENTS WITH 2X2 GRILLS WITHIN SPACIAL AREA AS ORIG PLACEMENT	EA	1	$360.00	$360.00									
25	INSTALLATION -- HVAC MISC PARTS NEEDED	EA	1	$360.00	$360.00									
26	INSTALLATION - IT DATA - CAT 6 CABLE PURCHASE 1000' BOX	EA	1	$420.00	$420.00									
27	INSTALLATION OF NEW 6" RUBBER COVE BASE	SQFT	806	$1.68	$1,354.08									
28	INSTALLATION OF INTERIOR DOORS AND FRAMES - REUSED FROM DEMO	EA	1	$240.00	$240.00									
29	INSTALLATION OF STRIKE PLATES AT DOORS - INCLUDING POWER, LOOPS & ALL HARDWARE	EA	1	$600.00	$600.00									
30	MATERIALS - RAISED PLATFORM - 12'Hx10'Dx18'L - 2X8 JOIST- 16" OC -1/2" PLYWOOD FLOOR - TRIM OU	EA	1	$3,000.00	$3,000.00									
31	CONSTRUCTION AND INSTALLATION PRICE OF RAISED PLATFORM	EA	1	$3,000.00	$3,000.00									
32	SHEETROCK HANGING AND FINISHING - INCLUDING FINISHING WHERE WALLPAPER REMOVED	EA	1	$120.00	$120.00									
33	ELECTRICAL - MISC SUPPLIES NEEDED FOR PHASE	CLF	1	$720.00	$720.00									
34	ELECTRICAL - 3/4" CONDUIT EMT AND CONNECTORS	LF	113	$1.80	$203.40									
35	LABOR - ELECTRICIAN	EA	1	$8,904.00	$8,904.00									
36	LABOR - CARPENTER	EA	1	$3,600.00	$3,600.00									
37	LABOR - ON SITE PROJECT MANAGER	EA	1	$8,400.00	$8,400.00									
38	RAM BOARD 100' ROLLS AND TAPE TO COVER FLOORING - MUST BE MAINTAINED	EA	4	$360.00	$1,440.00									
39	FURNITURE MOVING AND RELOCATING IN OFFICE AREAS	EA	0	$0.00	$0.00									
40	HAGAR DOOR HANDLE SETS	EA	2	$180.00	$360.00									
41	AIR SCRUBBER - IF NEEDED	EA	2	$2,040.00	$4,080.00									
42	FLEXIBLE SELF LEVELING UNDERLAYMENT IF NEEDED FOR FLOORING	SQFT	2268	$1.68	$3,810.24									
43	REPLACEMENT - HVAC -REPLACE LINEAR DIFFUSERS WITH 2X2 A/C VENTS	EA	17	$360.00	$6,120.00									
44	INSTALLATION OF ADA HANDICAP PUSH BUTTON DOOR OPENER (SET TO INCLUDE INT & EXT OF DOORW	SET	2	$9,000.00	$18,000.00									
45	DEMOLITION - ELECTRICAL - LIGHT SWITCH REMOVAL	EA	5	$138.00	$690.00									
46	INSTALLATION - ELECTRICAL - NEW ELECTRICAL WIRE 100 ' ROLLS NEEDED FOR PHASE	EA	2	$335.34	$670.68									
47	ELECTRICAL -- 3-1/4" DEPTH 4-11/16" SQUARE BOX	EA	12	$5.52	$66.24									
48	ELECTRICAL - 20 AMP, 1 GANG, GFI DUPLEX RECEPTACLE ASSEMBLY	EA	12	$143.14	$1,717.63									
49	ABATEMENT PROCESS	LUMP SU	1	$17,820.00	$17,820.00									
			TOTAL		$134,051.30									

25-005 -- PHASE TWO -- GIS STUDIO

ITEM #	DESCRIPTION OF WORK	UNIT	QNTY	UNIT COST	SCHEDULED VALUE	WORK COMPLETED ON PREVIOUS APPLICATION UNITS	WORK COMPLETED ON PREVIOUS APPLICATION TOTAL	WORK THIS PERIOD THIS PERIOD UNITS	WORK THIS PERIOD THIS PERIOD TOTAL	MATERIALS PRESENTLY STORED (NOT IN WX OR ZAA)	TOTAL COMPLETED AND STORED TO DATE (WX+ZAA+ABC)	% GC	BALANCE TO FINISH (UV - AD)	RETAINAGE 5 %
1	CONSTRUCTION WASTE DISPOSAL - DUMPSTER 40 YARD	EA	0	$0.00	$0.00									
2	DEMOLITION - REMOVAL OF EXHISTING ACOUSTICAL CEILING TILES AND GRID	SQFT	1088	$2.40	$2,611.20									
3	DEMOLITION - REMOVAL OF ALL FLOORING INCLUDING GLUE	SQFT	0	$0.00	$0.00									
4	RELOCATING - ELECTRICAL - SINGLE POLE LIGHT SWITCH	EA	2	$174.00	$348.00									
5	RELOCATING - ELECTRICAL - DOUBLE ELECTRICAL OUTLETS	EA	10	$174.00	$1,740.00									
6	RELOCATING - ELECTRICAL - QUAD ELECTRICAL OUTLETS	EA	11	$186.00	$2,046.00									
7	DEMOLITION - METAL STUD WALL	FT	26	$60.00	$1,560.00									
8	RELOCATING - HVAC - THERMOSTATS	EA	2	$300.00	$600.00									
9	RELOCATING - IT DATA - CAT 6 MODULAR JACK	EA	7	$100.02	$700.14									
10	DEMOLITION - REMOVAL OF INTERIOR DOORS AND FRAMES	EA	2	$300.00	$600.00									
11	DEMOLITION - REMOVAL OF PROJECTOR FILM FROM WALL	FT	28	$60.00	$1,680.00									
12	REPLACING OF LIGHT FIXTURES WITH 2X4 LIGHT FIXTURES	EA	18	$84.22	$1,515.96									
13	REPLACING OF EMERGENCY LIGHT FIXTURES TO 2X4 (QUANTITY INCLUDES 2X2 AND 2X4)	EA	2	$276.12	$552.24									
14	REMOVAL OF UNUSED HVAC LINES & ELECTRICAL CONDUIT NOT IN USE FROM CEILING AREA	EA	1	$1,440.00	$1,440.00									
15	INSTALLATION - FRAMING OF NEW 1/2 WALL	FT	12	$60.00	$720.00									
16	SHEETROCK HANGING AND FINISHING - INCLUDING FINISHING WHERE PROJECTOR FILM WAS REMOVED	SQFT	1088	$3.60	$3,916.80									
17	REMOVE AND INSTALL - FIRE SAFETY DEVICES - SMOKE DETECTORS IN NEW CEILING TILE	EA	2	$98.93	$197.86									
18	INSTALLATION OF NEW ACOUSTICAL CEILING GRID - WHITE 2X2 GRID PATTERN	SQFT	1088	$4.20	$4,569.60									
19	PAINTING - INCLUSIVE OF SHEETROCK PREP -- 2 COATS	SQFT	1088	$6.00	$6,528.00									
20	INSTALLATION OF COMMERCIAL GRADE CARPET	SQFT	1088	$4.80	$5,222.40									
21	INSTALLATION OF NEW ACOUSTICAL CEIING TILES	SQFT	1088	$2.40	$2,611.20									
22	RELOCATION - FIRE SAFETY DEVICES - FIRE PULL HANDLE	EA	1	$720.00	$720.00									
23	RELOCATING - HVAC VENTS WITH 2X2 GRILLS WITHIN SAME SPACIAL AREA AS ORIGINAL PLACEMENT	EA	5	$360.00	$1,800.00									
24	INSTALLATION - HVAC MISC PARTS NEEDED	EA	1	$1,200.00	$1,200.00									
25	INSTALLATION - IT DATA - CAT 6 CABLE PURCHASE 1000' BOX IF NEEDED FOR RENOVATION	FT	1	$391.20	$391.20									
26	INSTALLATION OF NEW 6" RUBBER COVE BASE	SQFT	1088	$1.68	$1,827.84									
27	INSTALLATION OF INTERIOR DOORS AND FRAMES - REUSED FROM DEMO	EA	1	$300.00	$300.00									
28	ELECTRICAL - NEW ELECTRICAL WIRE 100' ROLLS IF NEEDED FOR RENOVATION	EA	3	$335.34	$1,006.02									
29	ELECTRICAL - MISC SUPPLIES NEEDED FOR PHASE	CLF	1	$1,200.00	$1,200.00									
30	ELECTRICAL - 3/4" CONDUIT EMT AND CONNECTORS	LF	113	$1.70	$192.10									
31	LABOR - ELECTRICIAN	EA	1	$7,476.00	$7,476.00									
32	LABOR - CARPENTER	EA	1	$3,600.00	$3,600.00									
33	LABOR - ON SITE PROJECT MANAGER	EA	1	$3,600.00	$3,600.00									
34	RAM BOARD 100' ROLLS & TAPE TO COVER FLOORING - MUST BE MAINTAINED	EA	4	$360.00	$1,440.00									
35	FURNITURE MOVING AND RELOCATING IN OFFICE AREAS	EA	1	$1,200.00	$1,200.00									
36	HAGAR DOOR HANDLE SETS	EA	1	$180.00	$180.00									
37	AIR SCRUBBER - IF NEEDED	EA	2	$2,040.00	$4,080.00									
38	FLEXIBLE SELF LEVELING UNDERLAYMENT IF NEEDED FOR FLOORING	SQFT	2268	$1.68	$3,810.24									
39	REPLACEMENT - HVAC - LINEAR DIFFUSERS WITH 2X2 A/C VENTS	EA	17	$360.00	$6,120.00									
40	DEMOLITION - ELECTRICAL - LIGHT SWITCH REMOVAL	EA	4	$138.00	$552.00									
41	LAMINATED COUNTER TOP FOR KNEE WALLS - 2' WIDE	FT	12	$78.00	$936.00									
42	ELECTRICAL - 3-1/4" DEPTH 4-11/16" QUARE STEEL BOX	EA	12	$5.52	$66.24									
43	ELECTRICAL - 20 AMP, 1 GANG, GFI DUPLES RECEPTACLE ASSEMBLY	EA	12	$143.14	$1,717.68									
44	ABATEMENT PROCESS	LUMP SU	1	$4,920.00	$4,920.00									
			TOTAL		$87,494.72									

25-005 -- PHASE THREE -- IT DATA CENTER & TELECOM OFFICES

ITEM #	DESCRIPTION OF WORK	UNIT	QNTY	UNIT COST	SCHEDULED VALUE	WORK COMPLETED ON PREVIOUS APPLICATION UNITS	WORK COMPLETED ON PREVIOUS APPLICATION TOTAL	WORK THIS PERIOD THIS PERIOD UNITS	WORK THIS PERIOD THIS PERIOD TOTAL	MATERIALS PRESENTLY STORED (NOT IN WX OR ZAA)	TOTAL COMPLETED AND STORED TO DATE (WX+ZAA+ABC)	% G/C	BALANCE TO FINISH (UV - AD)	RETAINAGE 5 %
1	CONSTRUCTION WASTE DISPOSAL - DUMPSTER 40 YARD	EA	0	$0.00	$0.00									
2	DEMOLITION - REMOVAL OF EXHISTING ACOUSTICAL CEILING TILES AND GRID	SQFT	1000	$2.40	$2,400.00									
3	DEMOLITION - REMOVAL OF ALL FLOORING INCLUDING GLUE	SQFT	0	$0.00	$0.00									
4	RELOCATING - ELECTRICAL - SINGLE POLE LIGHT SWITCH	EA	2	$174.00	$348.00									
5	RELOCATING - ELECTRICAL - DOUBLE ELECTRICAL OUTLETS	EA	2	$174.00	$348.00									
6	RELOCATING - ELECTRICAL - QUAD ELECTRICAL OUTLETS	EA	2	$186.00	$372.00									
7	DEMOLITION - METAL STUD WALL	FT	16	$60.00	$960.00									
8	RELOCATING - HVAC THERMOSTATS	EA	1	$300.00	$300.00									
9	RELOCATING - IT DATA - CAT 6 MODULAR JACK	EA	2	$100.02	$200.04									
10	DEMOLITION - REMOVAL OF INTERIOR DOORS AND FRAMES	EA	1	$300.00	$300.00									
11	REPLACING LIGHT FIXTURES WITH 2X4 LIGHT FIXTURES	EA	19	$84.22	$1,600.18									
12	INSTALLATION - FRAMING OF NEW WALL	FT	24	$60.00	$1,440.00									
13	SHEETROCK HANGING AND FINISHING	FT	24	$6.00	$144.00									
14	REMOVE AND REINSTALL - FIRE SAFETY DEVICE - SMOKE DETECTORS IN NEW CEILING TILES	EA	4	$98.93	$395.72									
15	INSTALLATION OF NEW ACOUSTICAL CEILING GRID - WHITE 2X2 GRID PATTERN	SQFT	1000	$4.20	$4,200.00									
16	PAINTING - INCLUSIVE OF SHEETROCK PREP -- 2 COATS	SQFT	1680	$6.00	$10,080.00									
17	INSTALLATION OF COMMERCIAL GRADE CARPET IN OFFICE AREAS	SQFT	1000	$4.80	$4,800.00									
18	INSTALLATION OF NEW ACOUSTICAL CEILING TILES	SQFT	1000	$2.40	$2,400.00									
19	INSTALLATION - HVAC MISC PARTS NEEDED	EA	1	$1,200.00	$1,200.00									
20	INSTALLATION OF NEW 6: RUBBER COVE BASE	EA	1680	$1.68	$2,822.40									
21	INSTALLATION OF INTERIOR DOORS AND FRAMES - REUSED FROM DEMO	EA	1	$300.00	$300.00									
22	INSTALLATION OF STRIKE PLATES AT DOORS - INCLUDING POWER, LOOPS AND ALL HARDWARE	EA	1	$600.00	$600.00									

23	ELECTRICAL - MISC SUPPLIES NEEDED FOR PHASE	CLF	14	$720.00	$10,080.00											
24	ELECTRICAL - 3/4" CONDUIT EMT AND CONNECTORS	LF	113	$1.80	$203.40											
25	LABOR - ELECTRICIAN	TOTAL TIN	1	$4,620.00	$4,620.00											
26	LABOR - CARPENTER	TOTAL TIN	1	$2,400.00	$2,400.00											
27	LABOR - ON SITE PROJECT MANAGER	TOTAL TIN	1	$4,800.00	$4,800.00											
28	RAM BOARD ROLLS AND TAPE TO COVER FLOOR - MUST BE MAINTAINED	EA	2	$360.00	$720.00											
29	FURNITURE MOVING AND RELOCATING IN OFFICE AREAS	EA	1	$1,200.00	$1,200.00											
30	HAGAR DOOR HANDLE SETS	EA	2	$180.00	$360.00											
31	AIR SCRUBBER - IF NEEDED	EA	2	$2,040.00	$4,080.00											
32	REPLACEMENT - HVAC - REPLACE LINEAR DIFFUSERS WITH 2X2 A/C VENTS	EA	17	$360.00	$6,120.00											
33	DUST BAGS TO ENCLOSE DATA EQUIPMENT	EA	10	$120.00	$1,200.00											
34	TATE ACCESS FLOORING - CONCORE 1250 TILES	EA	46	$60.00	$2,760.00											
35	TATE ACCESS FLOORING - CONCORE 1250 PERFORATED TILES	EA	4	$60.00	$240.00											
36	STRINGERS, PEDESTALS, BORDER CAPS FOR TATE ACCESS FLOORING	EA	55	$4.80	$264.00											
37	RELOCATION OF FM200 FIRE SUPPRESSION SYSTEM	FT	1	$1,440.00	$1,440.00											
38	INSTALLATION - ELECTRICAL - NEW WIRE PURCHASE 100' ROLLS	EA	3	$335.34	$1,006.02											
39	ELECTRICAL - 3-1/4" DEPTH, 4 -11/16" SQUARE BOX	EA	12	$5.52	$66.24											
40	ELECTRICAL - 20 AMP, 1 GANG, GFI DUPLEX RECEPTACLE ASSEMBLY	EA	12	$143.14	$1,717.68											
41	FLEXIBLE SELF LEVELING UNDERLAYMENT IF NEEDED FOR FLOORING	SQFT	2268	$1.68	$3,810.24											
42	REPLACING OF EMERGENCY LIGHT FIXTURES TO 2X4 (QUANTITY INCLUDES 2X2 AND 2X4)	EA	2	$276.12	$552.24											
43	ABATEMENT PROCESS	LUMP SU	1	$9,480.00	$9,480.00											
			TOTAL		$92,330.16											

25-005 -- PHASE FOUR -- IT DEPARTMENT & REMAINING HALLWAYS

ITEM #	DESCRIPTION OF WORK	UNIT	QNTY	UNIT COST	SCHEDULED VALUE	WORK COMPLETED ON PREVIOUS APPLICATION UNITS	WORK COMPLETED ON PREVIOUS APPLICATION TOTAL	WORK THIS PERIOD THIS PERIOD UNITS	WORK THIS PERIOD THIS PERIOD TOTAL	MATERIALS PRESENTLY STORED (NOT IN WX OR ZAA)	TOTAL COMPLETED AND STORED TO DATE (WX+ZAA+AB)	% G/C	BALANCE TO FINISH (UV - AD)	RETAINAGE 5%
1	CONSTRUCTION WASTE DISPOSAL - DUMPSTER 40 YARD	EA	0	$0.00	$0.00									
2	DEMOLITION - REMOVAL OF EXHISTING ACOUSTICAL CEILING TILES AND GRID	SQFT	4869	$2.40	$11,685.60									
3	DEMOLITION - REMOVAL OF ALL FLOORING INCLUDING GLUE	SQFT	0	$0.00	$0.00									
4	RELOCATING - ELECTRICAL - SINGLE POLE LIGHT SWITCHES	EA	22	$174.00	$3,828.00									
5	RELOCATIN ELECTRICAL - DOUBLE ELECTRICAL OUTLETS	EA	55	$174.00	$9,570.00									
6	RELOCATING - ELECTRICAL - QUAD ELECTRICAL OUTLETS	EA	5	$186.00	$930.00									
7	DEMOLITION - METAL STUD WALL	SQFT	3380	$3.60	$12,168.00									
8	RELOCATING- HVAC - THERMOSTATS	EA	6	$240.00	$1,440.00									
9	RELOCATING- IT DATA - CAT 6 MODULAR JACK	EA	40	$100.02	$4,000.80									
10	DEMOLITION - REMOVAL OF INTERIOR DOORS AND FRAMES	EA	18	$300.00	$5,400.00									
11	REPLACING OF LIGHT FIXTURES WITH 2X4 LIGHT FIXTURES	EA	75	$84.22	$6,316.50									
12	REPLACING OF EMERGENCY LIGHT FIXTURES TO 2X4 (QUANTITY INCLUDES 2X2 AND 2X4)	EA	6	$276.12	$1,656.72									
13	REMOVAL OF UNUSED HVAC LINES & ELECTRICAL CONDUIT NOT IN USE FROM CEILING AREA	EA	1	$1,440.00	$1,440.00									
14	INSTALLATION - FRAMING OF NEW WALL	SQFT	3380	$6.00	$20,280.00									
15	SHEETROCK HANGING AND FINISHING - INCLUDING FINISHING WHERE ONLY WALL PAPER WAS REMOVED	SQFT	4869	$6.00	$29,214.00									
16	REMOVE AND INSTALL - FIRE SAFETY DEVICES - SMOKE DETECTORS IN NEW CEILING TILES	EA	10	$98.93	$989.30									
17	INSTALLATION OF NEW ACOUSTICAL CEILING GRID - WHITE 2X2 GRID PATTERN	SQFT	4869	$4.20	$20,449.80									
18	PAINTING - INCLUSIVE OF SHEETROCK PREP -- 2 COATS	SQFT	4869	$6.00	$29,214.00									
19	INSTALLATION OF COMMERCIAL GRADE CARPET	SQFT	4869	$4.80	$23,371.20									
20	INSTALLATION OF NEW ACOUSTICAL CEILING TILES	SQFT	4869	$2.40	$11,685.60									
21	RELOCATING - FIRE SAFETY DEVICES - FIRE PULL HANDLE	EA	6	$720.00	$4,320.00									
22	RELOCATING - HVAC VENTS WITH 2X2 GRILLS WITHIN SAME SPACIAL AREA	EA	15	$360.00	$5,400.00									
23	INSTALLATION - HVAC MISC PARTS NEEDED	EA	1	$1,200.00	$1,200.00									
24	INSTALLATION - IT DATA - CAT 6 CABLE PURCHASE 1000' BOX	FT	1	$391.20	$391.20									
25	INSTALLATION OF NEW 6" RUBBER COVE BASE	SQFT	4869	$1.68	$8,179.92									
26	INSTALLATION OF INTERIOR DOORS AND FRAMES - REUSED FROM DEMO	EA	18	$300.00	$5,400.00									
27	INSTALLATION - PURCHASE OF NEW DOORS AND FRAMES - LIKE KIND - FOR OFFICE SPACE	EA	2	$1,200.00	$2,400.00									
28	INSTALLATION OF STRIKE PLATES AT DOORS - INCLUDING POWER, LOOPS AND ALL HARDWARE	EA	1	$600.00	$600.00									
29	ELECTRICAL - NEW ELECTRICAL WIRE IF NEEDED FOR PHASE	FT	1	$335.34	$335.34									
30	ELECTRICAL - MISC SUPPLIES NEEDED FOR PHASE	CLF	14	$1.70	$23.80									
31	ELECTRICAL - 3/4" CONDUIT EMT AND CONNECTORS	FT	113	$1.80	$203.40									
32	LABOR - ELECTRICIAN	TOTAL TIN	1	$29,316.00	$29,316.00									
33	LABOR - CARPENTER	TOTAL TIN	1	$6,000.00	$6,000.00									
34	LABOR - ON SITE PROJECT MANAGER	TOTAL TIN	1	$8,400.00	$8,400.00									
35	RAM BOARD 100' ROLLS AND TAPE FOR FLOOR PROTECTION -- MUST BE MAINTAINED	EA	6	$360.00	$2,160.00									
36	FURNITURE MOVING AND RELOCATING IN OFFICE AREAS	EA	0	$0.00	$0.00									
37	HAGAR DOOR HANDLE SETS	EA	2	$180.00	$360.00									
38	AIR SCRUBBER - IF NEEDED	EA	2	$2,040.00	$4,080.00									
39	FLEXIBLE SELF LEVELING UNDERLAYMENT IF NEEDED FOR FLOORING	SQFT	2268	$1.68	$3,810.24									
40	REPLACEMENT - HVAC - REPLACE LINEAR DIFFUSERS WITH 2X2 A/C VENTS	EA	17	$360.00	$6,120.00									
41	REPLACING OF WATER FOUNTAIN TO WATER FOUNTAIN BOTTLE FILLER COMBO - STAINLESS	EA	1	$2,640.00	$2,640.00									
42	LAMINATED COUNTER TOP - 2' WIDE	FT	20	$42.00	$840.00									
43	REPLACEMENT - LIT EXIT LIGHTS ON FLOOR	EA	4	$96.00	$384.00									
44	ADA - EXIT STAIR UP (PLACEMENT INSIDE STAIRWELL)	EA	0	$60.00	$0.00									
45	ELECTRICAL - 20 AMP, 1 GANG, GFI DUPLEX RECEPTACLE ASSEMBLY	EA	12	$143.14	$1,717.68									
46	FIRE ALARM TESTING OF FLOOR FOR CORRECT OPERATION	EA	1	$720.00	$720.00									
47	ELECTRICAL - 3-1/4" DEPTH, 4-11/16" SQUARE STEEL BOX	EA	12	$5.52	$66.24									
48	ADA - UNISEX RESTROOM HANDICAP SIGN	EA	0	$60.00	$0.00									
49	ADA - INSCASE OF FIRE USE STAIRS SIGN	EA	0	$60.00	$0.00									
50	ADA - STAIRWELL SIGN (PLACEMENT OUTSIDE STAIRWELL)	EA	0	$60.00	$0.00									
51	BLUE - PEX TUBING	FT	4	$6.00	$24.00									
52	PEX CONNECTORS	EA	2	$6.00	$12.00									
53	VINYL TUBING FOR WATER FOUNTAIN	FT	6	$6.00	$36.00									
54	FLEX DRAIN LINE	FT	6	$9.60	$57.60									
55	PVC SHUT OFF	EA	2	$6.00	$12.00									
56	LABOR - PLUMBER	TOTAL TIN	1	$1,200.00	$1,200.00									
57	ABATEMENT PROCESS	LUMP SU	1	$37,200.00	$37,200.00									
			TOTAL		$327,248.94									

25-005 -- PHASE FIVE -- PLANNING & DEVELOPMENT & HALLWAY

ITEM #	DESCRIPTION OF WORK	UNIT	QNTY	UNIT COST	SCHEDULED VALUE	WORK COMPLETED ON PREVIOUS APPLICATION UNITS	WORK COMPLETED ON PREVIOUS APPLICATION TOTAL	WORK THIS PERIOD THIS PERIOD UNITS	WORK THIS PERIOD THIS PERIOD TOTAL	MATERIALS PRESENTLY STORED (NOT IN WX OR ZAA)	TOTAL COMPLETED AND STORED TO DATE (WX+ZAA+AB)	% G/C	BALANCE TO FINISH (UV - AD)	RETAINAGE 5%
1	CONSTRUCTION WASTE DISPOSAL - DUMPSTER 40 YARD	EA	0	$0.00	$0.00									
2	DEMOLITION - REMOVAL OF EXHISTING ACOUSTICAL CEILING TILES	SQFT	3620	$2.40	$8,688.00									
3	DEMOLITION - REMOVAL OF ALL FLOORING INCLUDING GLUE	SQFT	0	$0.00	$0.00									
4	RELOCATING - ELECTRICAL - SINGLE POLE LIGHT SWITCHES	EA	5	$174.00	$870.00									
5	RELOCATING - ELECTRICAL - DOUBLE ELECTRICAL OUTLETS	EA	8	$174.00	$1,392.00									
6	RELOCATING - ELECTRICAL - QUAD ELECTRICAL OUTLETS	EA	2	$186.00	$372.00									
7	DEMOLITION - METAL STUD WALL	FT	30	$60.00	$1,800.00									
8	RELOCATING - HVAC - THERMOSTATS	EA	3	$240.00	$720.00									
9	RELOCATING - IT DATA - CAT 6 MODULAR JACK	EA	4	$240.00	$960.00									
10	DEMOLITION - REMOVAL OF DOORS AND FRAMES	EA	4	$300.00	$1,200.00									
11	REMOVAL OF WALLPAPER	SQFT	1076	$3.60	$3,873.60									
12	REPLACING OF LIGHT FIXTURES WITH 2X4 LIGHT FIXTURES	EA	55	$84.22	$4,632.10									
13	REPLACING OF EMERGENCY LIGHT FIXTURES WITH 2X4 (QUANTITY INCLUDEDS 2X2 AND 2X4)	EA	4	$276.12	$1,104.48									
14	REMOVAL OF UNUSED HVAC LINES & ELECTRICAL CONDUIT NOT IN USE FROM CEILING AREA	EA	1	$1,344.00	$1,344.00									
15	INSTALLATION - FRAMING OF NEW WALL	FT	80	$60.00	$4,800.00									
16	SHEETROCK HANGING AND FINISHING - INCLUDING FINISHING WHERE WALL PAPER WAS REMOVED	SQFT	200	$6.00	$1,200.00									
17	REMOVE AND INSTALL - FIRE SAFETY DEVICE - SMOKE DETECTOR IN NEW CEILING TILE	EA	5	$720.00	$3,600.00									
18	ACOUSTICAL CEILING GRID PAINTED WHITE AND LEVELED	SQFT	3620	$2.40	$8,688.00									
19	PAINTING - INCLUSIVE OF SHEETROCK PREP -- 2 COATS	SQFT	3620	$6.00	$21,720.00									
20	INSTALLATION OF COMMERCIAL GRADE CARPET	SQFT	3620	$4.80	$17,376.00									
21	INSTALLATION OF NEW ACOUSTICAL CEILING TILES	SQFT	3620	$2.40	$8,688.00									
22	RELOCATING - HVAC VENTS WITH 2X2 GRILLS WITHIN SAME SPACIAL AREA AS ORIGINAL PLACEMENT	EA	8	$360.00	$2,880.00									
23	INSTALLATION - HVAC - MISC PARTS	EA	1	$1,080.00	$1,080.00									
24	INSTALLATION - IT DATA - CAT 6 CABLE PURCHASE 1000' BOX	EA	1	$420.00	$420.00									
25	INSTALLATION OF NEW 6" RUBBER COVE BASE	SQFT	3620	$1.68	$6,081.60									
26	INSTALLATION OF INTERIOR DOORS AND FRAMES - REUSE FROM DEMO	EA	2	$300.00	$600.00									
27	ELECTRICAL - PURCHASE OF NEW WIRE 100' ROLLS	EA	4	$335.34	$1,341.36									
28	ELECTRICAL - MISC SUPPLIES	CLF	20	$720.00	$14,400.00									
29	ELECTRICAL - 3/4" CONDUIT EMT AND CONNECTORS	LF	80	$1.80	$144.00									
30	LABOR - ELECTRICIAN	TOTAL TIN	1	$9,240.00	$9,240.00									
31	LABOR - CARPENTER	TOTAL TIN	1	$3,600.00	$3,600.00									
32	LABOR - ON SITE PROJECT MANAGER	TOTAL TIN	1	$7,200.00	$7,200.00									
33	RAM BOARD 100' ROLLS AND TAPE FOR FLOOR PROTECTION - MUST BE MAINTIANED	EA	4	$360.00	$1,440.00									
34	FURNITURE MOVING AND RELOCATING IN OFFICE AREAS	EA	0	$0.00	$0.00									
35	HAGAR DOOR HANDLE SETS	EA	2	$180.00	$360.00									
36	AIR SCRUBBER - IF NEEDED	EA	2	$2,040.00	$4,080.00									
37	FLEXIBLE SELF LEVELING UNDERLAYMENT IF NEEDED FOR FLOORING	SQFT	3620	$1.68	$6,081.60									
38	REPLACEMENT - HVAC - LINEAR DIFFUSERS WITH 2X2 A/C VENT	EA	22	$360.00	$7,920.00									
39	INTERIOR GLASS DOORS AND FRAMES PURCHASED - SINGLE - 3'0x7'0	EA	1	$10,680.00	$10,680.00									
40	1/2 GLASS WALL PURCHASE AND INSTALLATION - 6'HX10'L	EA	1	$0.00	$0.00									
41	LAMINATED COUNTER TOP FOR KNEE WALL 3 FT WIDE -	SQFT	54	$26.40	$1,425.60									
42	REPLACEMENT OF LIT EXIT SIGNS	EA	5	$96.00	$480.00									
43	TESTING OF FIRE ALARM SYSTEM FOR PROPER OPERATION	EA	1	$720.00	$720.00									
44	ELECTRICAL - 3-1/4" DEPTH, 4-11/16" SQUARE STEEL BOX	EA	10	$5.52	$55.20									
45	ELECTRICAL - 20 AMP, 1 GANG, GFI DUPLEX RECEPTICAL ASSEMBLY	EA	10	$143.14	$1,431.40									

46	ADA - HANDICAP MENS RESTROOM SIGN	EA	0	$60.00	$0.00												
47	ADA - HANDICAP WOMENS RESTROOM SIGN	EA	0	$60.00	$0.00												
48	ADA - INCASE OF FIRE USE STAIRS SIGNS	EA	0	$60.00	$0.00												
49	ADA - STAIRS SIGN (PLACEMENT OUTSIDE STAIRWELL)	EA	0	$60.00	$0.00												
50	ADA - EXIT STAIRS SIGN (PLACEMENT INSIDE STAIRWELL)	EA	0	$60.00	$0.00												
51	ADA - EXIT STAIRS DOWN SIGN (PLACEMENT INSIDE STAIRWELL)	EA	0	$60.00	$0.00												
52	ABATEMENT PROCESS	LUMP SU	1	$15,000.00	$15,000.00												
			TOTAL		$189,688.94												

25-005 -- PHASE SIX -- CORRIDOR AND HALLWAY

ITEM #	DESCRIPTION OF WORK	UNIT	QNTY	UNIT COST	SCHEDULED VALUE	WORK COMPLETED ON PREVIOUS APPLICATION UNITS	WORK COMPLETED ON PREVIOUS APPLICATION TOTAL	WORK THIS PERIOD THIS PERIOD UNITS	WORK THIS PERIOD THIS PERIOD TOTAL	MATERIALS PRESENTLY STORED (NOT IN WX OR ZAA)	TOTAL COMPLETED AND STORED TO DATE (WX+ZAA+ABC)	% G/C	BALANCE TO FINISH (UV - AD)	RETAINAGE 5%
1	CONSTRUCTION WASTE DISPOSAL - DUMPSTER 40 YARD	EA	0	$600.00	$0.00									
2	DEMOLITION - REMOVAL OF ALL CEILING TILES	SQFT	1076	$2.40	$2,582.40									
3	CEILING GRID PAINTED WHITE AND LEVELED	SQFT	1076	$2.40	$2,582.40									
4	DEMOLITION - REMOVAL OF WALLPAPER	SQFT	1076	$3.60	$3,873.60									
5	REPLACING OF LIGHT FIXTURES WITH 2X4 LIGHT FIXTURES	EA	18	$84.22	$1,515.96									
6	REPLACING OF EMERGENCY LIGHT FIXTURES TO 2X4(QUANTITY INCLUDES 2X2 AND 2X4)	EA	4	$276.12	$1,104.48									
7	REMOVE AND INSTALL - FIRE PROTECTION DEVICE - SMOKE DETECTOR IN NEW CEILING TILE	EA	3	$720.00	$2,160.00									
8	PAINTING - INCLUSIVE OF SHEETROCK PREP -- 2 COATS	SQFT	1076	$6.00	$6,456.00									
9	DEMOLITION - REMOVAL OF ALL FLOORING INCLUDING GLUE	SQFT	0	$0.00	$0.00									
10	INSTALLATION OF COMMERCIAL GRADE CARPET	SQFT	1076	$4.80	$5,164.80									
11	INSTALLATION OF NEW ACOUSTICAL CEILING TILES	SQFT	1076	$2.40	$2,582.40									
12	INSTALLATION OF NEW 6" RUBBER COVE BASE	SQFT	1076	$1.68	$1,807.68									
13	LABOR - ELECTRICIAN	TOTAL TIN	1	$4,200.00	$4,200.00									
14	LABOR - CARPENTER	TOTAL TIN	1	$1,200.00	$1,200.00									
15	LABOR - ON SITE PROJECT MANAGER	TOTAL TIN	1	$3,600.00	$3,600.00									
16	RAM BOARD 100' ROLLS AND TAPE FOR FLOOR PROTECTION - MUST BE MAINTAINED	EA	4	$360.00	$1,440.00									
17	AIR SCRUBBER - IF NEEDED	EA	2	$2,040.00	$4,080.00									
18	REPLACEMENT - HVAC - LINEAR DIFFUSERS WITH 2X2 A/C VENT	EA	10	$360.00	$3,600.00									
19	REPLACEMENT OF LIT EXIT SIGNS	EA	3	$96.00	$288.00									
20	ADA - HANDICAP MENS RESTROOM SIGN	EA	0	$60.00	$0.00									
21	ADA - HANDICAP WOMENS RESTROOM SIGN	EA	0	$60.00	$0.00									
22	ADA - INCASE OF FIRE USE STAIRS SIGN	EA	0	$60.00	$0.00									
23	ADA - STAIRS SIGN (PLACEMENT OUTSIDE OF STAIRS)	EA	0	$60.00	$0.00									
24	ADA - EXIT STAIR DOWN SIGN (PLACEMENT INSIDE OF STAIRWELL)	EA	0	$60.00	$0.00									
25	ABATEMENT PROCESS	LUMP SU	1	$20,400.00	$20,400.00									
			TOTAL		$68,637.72									

25-005 -- PHASE SEVEN-- HUMAN RESOURCES

ITEM #	DESCRIPTION OF WORK	UNIT	QNTY	UNIT COST	SCHEDULED VALUE	WORK COMPLETED ON PREVIOUS APPLICATION UNITS	WORK COMPLETED ON PREVIOUS APPLICATION TOTAL	WORK THIS PERIOD THIS PERIOD UNITS	WORK THIS PERIOD THIS PERIOD TOTAL	MATERIALS PRESENTLY STORED (NOT IN WX OR ZAA)	TOTAL COMPLETED AND STORED TO DATE (WX+ZAA+ABC)	% G/C	BALANCE TO FINISH (UV - AD)	RETAINAGE 5%
1	CONSTRUCTION WASTE DISPOSAL - DUMPSTER 40 YARD	EA	0	$600.00	$0.00									
2	DEMOLITION - REMOVAL OF EXHISTING ACOUSTICAL CEILING TILES AND GRID	SQFT	3274	$2.40	$7,857.60									
3	DEMOLITION - REMOVAL OF ALL FLOORING AND GLUE	SQFT	0	$0.00	$0.00									
4	RELOCATING - ELECTRICAL - SINGLE POLE LIGHT SWITCH	EA	7	$174.00	$1,218.00									
5	RELOCATING - ELECTRICAL - DOUBLE ELECTRICAL OUTLET	EA	8	$174.00	$1,392.00									
6	RELOCATING - ELECTRICAL - QUAD ELECTRICAL OUTLET	EA	2	$186.00	$372.00									
7	DEMOLITION - METAL STUD WALL	FT	60	$60.00	$3,600.00									
8	RELOCATING - HVAC THERMOSTAT	EA	2	$240.00	$480.00									
9	RELOCATING - IT DATA - CAT 6 MODULAR JACK	EA	6	$108.36	$650.16									
10	DEMOLITION - REMOVAL OF INTERIOR DOORS AND FRAMES	EA	5	$300.00	$1,500.00									
11	DEMOLITION - REMOVAL OF WALLPAPER	SQFT	800	$3.60	$2,880.00									
12	REPLACING OF LIGHT FIXTURES WITH 2X4 LIGHT FIXTURES	EA	41	$84.22	$3,453.02									
13	REPLACING OF EMERGENCY LIGHT FIXTURES WITH 2X4 (QUANTITY INCLUDES 2X2 AND 2X4)	EA	2	$276.12	$552.24									
14	REMOVAL OF UNUSED HVAC LINES & ELECTRICAL CONDUIT NOT IN USE FROM CEILING AREA	EA	1	$1,344.00	$1,344.00									
15	INSTALLATION - FRAMING OF NEW WALL	FT	100	$60.00	$6,000.00									
16	SHEETROCK HANGING AND FINISHING - INCLUDING FINISHING WHERE WALL PAPER WAS REMOVED	SQFT	3274	$6.00	$19,644.00									
17	REMOVE AND INSTALL - FIRE SAFETY DEVICES - SMOKE DETECTORS IN NEW CEILING TILES	EA	10	$720.00	$7,200.00									
18	INSTALLATION OF NEW ACOUSTICAL CEILING GRID - WHITE 2X2 GRID PATTERN	SQFT	3274	$4.20	$13,750.80									
19	PAINTING - INCLUSIVE OF SHEETROCK PREP -- 2 COATS	SQFT	3274	$6.00	$19,644.00									
20	INSTALLATION OF COMMERCIAL GRADE CARPET	SQFT	3274	$4.80	$15,715.20									
21	INSTALLATION OF NEW CEILING TILES	SQFT	3274	$2.40	$7,857.60									
22	RELOCATING - HVAC VENTS WITH 2X2 GRILLS WITHIN SAME SPACIAL AREA AS ORIGINALLY PLACED	EA	6	$360.00	$2,160.00									
23	INSTALLATION - HVAC MISC PARTS NEEDED	EA	1	$720.00	$720.00									
24	INSTALLATION - IT DATA - CAT 6 CABLE IF NEEDED FOR PHASE 1000' BOX	FT	1	$420.00	$420.00									
25	INSTALATION OF NEW 6" RUBBER COVE BASE	SQFT	3274	$1.68	$5,500.32									
26	INSTALLATION OF INTERIOR DOORS AND FRAMES - REUSE FROM DEMO	EA	5	$300.00	$1,500.00									
27	ELECTRICAL - NEW WIRE IF NEEDED FOR PHASE	FT	400	$2.40	$960.00									
28	ELECTRICAL - MISC SUPPLIES	CLF	1	$720.00	$720.00									
29	ELECTRICAL - 3/4" CONDUIT EMT AND CONNECTORS	LF	110	$1.80	$198.00									
30	LABOR - ELECTRICIAN	TOTAL TIN	1	$8,484.00	$8,484.00									
31	LABOR - CARPENTER	TOTAL TIN	1	$3,600.00	$3,600.00									
32	LABOR - ON SITE PROJECT MANAGER	TOTAL TIN	1	$7,200.00	$7,200.00									
33	RAM BOARD 100' ROLLS AND TAPE FOR FLOORING PROTECTION - MUST BE MAINTAINED	EA	4	$360.00	$1,440.00									
34	FURNITURE MOVING AND RELOCATING IN OFFICE AREAS	EA	0	$1,200.00	$0.00									
35	HAGAR DOOR HANDLE SETS	EA	2	$180.00	$360.00									
36	AIR SCRUBBER - IF NEEDED	EA	2	$2,040.00	$4,080.00									
37	FLEXIBLE SELF LEVELING UNDERLAYMENT IF NEEDED FOR FLOORING	SQFT	3516	$1.68	$5,906.88									
38	REPLACEMENT - HVAC - REPLACE LINEAR DIFFUSERS WITH 2X2 A/C VENT	EA	18	$360.00	$6,480.00									
39	LAMINATED COUNTER TOP FOR KNEE WALLS	SQFT	40	$30.00	$1,200.00									
40	INTERIOR SUDING WINDOW WITH COUNTER TOP INSTALLED	EA	1	$1,440.00	$1,440.00									
41	PURCHASE / INSTALLATION - DOUBLE GLASS DOORS	EA	1	$2,160.00	$2,160.00									
42	INSTALLATION OF STRIKE PLATES AT DOORS - INCLUDING POWER, LOOPS AND ALL HARDWARE	EA	1	$600.00	$600.00									
43	ELECTRICAL - 3-1/4" DEPTH, 4-11/16" SQUARE STEEL BOX	EA	10	$5.52	$55.20									
44	ELECTRICAL - 20 AMP, 1 GANG, GFI DUPLES RECEPTACLE ASSEMBLY	EA	10	$143.14	$1,431.40									
45	ABATEMENT PROCESS	LUMP SU	1	$32,880.00	$32,880.00									
			TOTAL		$293,644.14									

25-005 -- PHASE EIGHT -- CITY MANAGER OFFICES

ITEM #	DESCRIPTION OF WORK	UNIT	QNTY	UNIT COST	SCHEDULED VALUE	WORK COMPLETED ON PREVIOUS APPLICATION UNITS	WORK COMPLETED ON PREVIOUS APPLICATION TOTAL	WORK THIS PERIOD THIS PERIOD UNITS	WORK THIS PERIOD THIS PERIOD TOTAL	MATERIALS PRESENTLY STORED (NOT IN WX OR ZAA)	TOTAL COMPLETED AND STORED TO DATE (WX+ZAA+ABC)	% G/C	BALANCE TO FINISH (U+AD)	RETAINAGE 5%
2	CONSTRUCTION WASTE DISPOSAL - DUMPSTER 40 YARD	EA	0	$600.00	$0.00									
3	DEMOLITION - REMOVAL OF ALL FLOORING INCLUDING GLUE	SQFT	0	$0.00	$0.00									
4	REPLACING OF LIGHT FIXTURES WITH 2X4 LIGHT FIXTURES	EA	28	$84.22	$2,358.16									
5	REPLACING OF EMERGENCY LIGHT FIXTURES TO 2X4 (QUANTITY INCLUDES 2X2 AND 2X4)	EA	3	$276.12	$828.36									
6	PAINTING - INCLUSIVE OF SHEETROCK PREP -- 2 COATS	EA	2400	$6.00	$14,400.00									
7	INSTALLATION OF COMMERCIAL GRADE CARPET	SQFT	1800	$4.80	$8,640.00									
8	INSTALLATION OF NEW 6" RUBBER COVE BASE	SQFT	1800	$1.68	$3,024.00									
9	RAM BOARD 100' ROLLS AND TAPE FOR FLOOR PROTECTION - MUST BE MAINTAINED	EA	4	$360.00	$1,440.00									
10	FURNITURE MOVING AND RELOCATING IN OFFICE AREAS	EA	1	$1,200.00	$1,200.00									
11	FLEXIBLE SELF LEVELING UNDERLAYMENT IF NEEDED FOR FLOORING	SQFT	3516	$1.68	$5,906.88									
12	REPLACEMENT - HVAC - LINEAR DIFFUSERS WITH 2X2 A/C VENT	EA	20	$360.00	$7,200.00									
13	REPLACING - ELECTRICAL - CAN LIGHTING TO LED CAN LIGHTS	EA	14	$48.32	$676.48									
14	LABOR - ELECTRICIAN	TOTAL TIN	1	$5,460.00	$5,460.00									
15	LABOR - CARPENTER	TOTAL TIN	1	$600.00	$600.00									
16	LABOR - ON SITE PROJECT MANAGER	TOTAL TIN	1	$2,400.00	$2,400.00									
17	ABATEMENT PROCESS	LUMP SU	1	$21,000.00	$21,000.00									
			TOTAL		$75,133.88									

25-005 -- PHASE NINE -- FINANCE & CONFERENCE ROOM

ITEM #	DESCRIPTION OF WORK	UNIT	QNTY	UNIT COST	SCHEDULED VALUE	WORK COMPLETED ON PREVIOUS APPLICATION UNITS	WORK COMPLETED ON PREVIOUS APPLICATION TOTAL	WORK THIS PERIOD THIS PERIOD UNITS	WORK THIS PERIOD THIS PERIOD TOTAL	MATERIALS PRESENTLY STORED (NOT IN WX OR ZAA)	TOTAL COMPLETED AND STORED TO DATE (WX+ZAA+ABC)	% G/C	BALANCE TO FINISH (UV - AD)	RETAINAGE 5%
1	CONSTRUCTION WASTE DISPOSAL - DUMPSTER 40 YARD	EA	0	$600.00	$0.00									
2	DEMOLITION - REMOVAL OF EXHISTING ACOUSTICAL CEILING TILES AND GRID	SQFT	4212	$2.40	$10,108.80									
3	DEMOLITION REMOVAL OF ALL FLOORING INCLUDING GLUE	SQFT	0	$0.00	$0.00									
4	RELOCATING - ELECTRICAL - SINGLE POLE LIGHT SWITCHES	EA	18	$174.00	$3,132.00									
5	RELOCATING - ELECTRICAL - DOUBLE ELECTRICAL OUTLETS	EA	40	$174.00	$6,960.00									
6	RELOCATING - ELECTRICAL - QUAD ELECTRICAL OUTLETS	EA	3	$186.00	$558.00									
7	DEMOLITION - METAL STUD WALL	FT	220	$60.00	$13,200.00									
8	RELOCATING - HVAC - THERMOSTATS	EA	9	$240.00	$2,160.00									
9	RELOCATING - IT DATA - CAT 6 MODULAR JACK	EA	14	$240.00	$3,360.00									
10	DEMOLITION - REMOVAL OF INTERIOR DOORS AND FRAMES	EA	10	$300.00	$3,000.00									
11	DEMOLITION - REMOVAL OF WALLPAPER	SQFT	4212	$3.60	$15,163.20									
12	REPLACING BLIGHT FIXTURES WITH 2X4 LIGHT FIXTURES	EA	66	$84.22	$5,558.52									
13	REPLACING OF EMERGENCY LIGHT FIXTURES TO 2X4 (QUANTITY INCLUDES 2X2 AND 2X4)	EA	6	$276.12	$1,658.72									

14	REMOVAL OF UNUSED HVAC LINES & ELECTRICAL CONDUIT NOT IN USE FROM CEILING AREA	EA	1	$1,800.00	$1,800.00													
15	INSTALLATION - FRAMING NEW WALLS	FT	300	$60.00	$18,000.00													
16	SHEETROCK HANGING AND FINISHING - INCLUDING FINISHING WHERE WALL PAPER WAS REMOVED	SQFT	4212	$6.00	$25,272.00													
17	REMOVE AND INSTALL - FIRE SAFETY DEVICES - SMOKE DETECTORS IN NEW CEILING TILE	EA	15	$720.00	$10,800.00													
18	INSTALLATION OF NEW ACOUSTICAL CEILING GRID - WHITE 2X2 GRID PATTERN	SQFT	4212	$4.20	$17,690.40													
19	PAINTING - INCLUSIVE OF SHEETROCK PREP -- 2 COATS	SQFT	4212	$6.00	$25,272.00													
20	INSTALLATION OF COMMERCIAL GRADE CARPET	SQFT	4212	$4.80	$20,217.60													
21	INSTALLATION OF NEW ACOUSTIC CEILING TILES	SQFT	4212	$2.40	$10,108.80													
22	RELOCATING - FIRE SAFETY DEVICE - FIRE PULL HANDLE	EA	2	$720.00	$1,440.00													
23	RELOCATING - HVAC VENTS WITH 2X2 GRILLS WITHIN SAME SPACIAL AREA AS ORIGINAL PLACEMENT	EA	15	$360.00	$5,400.00													
24	INSTALLATION - HVAC - MISC PARTS NEEDED FOR PHASE	EA	1	$1,200.00	$1,200.00													
25	INSTALLATION - IT DATA - CAT 6 CABLE PURCHASE 1000' BOX	EA	1	$420.00	$420.00													
26	INSTALLATION OF NEW 6" VINYL COVE BASE	SQFT	4212	$1.68	$7,076.16													
27	INSTALLATION OF INTERIOR DOORS AND FRAMES - REUSE FROM DEMO	EA	10	$300.00	$3,000.00													
28	INSTALLATION OF STRIKE PLATES AT DOORS - INCLUDING POWER, LOOPS AND ALL HARDWARE	EA	1	$600.00	$600.00													
29	ELECTRICAL - NEW WIRE 100' ROLLS	EA	6	$335.34	$2,012.04													
30	ELECTRICAL - MISC SUPPLIES FOR PHASE	CLF	1	$2,880.00	$2,880.00													
31	ELECTRICAL - 3/4" CONDUIT EMT AND CONNECTORS	LF	110	$1.80	$198.00													
32	LABOR - ELECTRICIAN	TOTAL TIN	1	$21,504.00	$21,504.00													
33	LABOR - CARPENTER	TOTAL TIN	1	$7,200.00	$7,200.00													
34	LABOR - ON SITE PROJECT MANAGER	TOTAL TIN	1	$9,600.00	$9,600.00													
35	RAM BOARD 100' ROLLS AND TAPE FOR FLOOR PROTECTION - MUST BE MAINTAINED	EA	4	$360.00	$1,440.00													
36	FURNITURE MOVING AND RELOCATING IN OFFICE AREAS	EA	0	$1,200.00	$0.00													
37	HAGAR DOOR HANDLE SETS	EA	3	$180.00	$540.00													
38	AIR SCRUBBER - IF NEEDED	EA	2	$2,040.00	$4,080.00													
39	FLEXIBLE SELF LEVELING UNDERLAYMENT IF NEEDED FOR FLOORING	SQFT	3516	$1.68	$5,906.88													
40	REPLACEMENT - HVAC - LINEAR DIFFUSERS TO 2X2 A/C VENT	EA	18	$360.00	$6,480.00													
41	PURCHASE OF NEW DOORS AND FRAMES NEEDED	EA	2	$960.00	$1,920.00													
42	INSTALLATION OF ADA HANDICAP PUSH BUTTON DOOR OPENER (SET TO INCLUDE INT & EXT OF DOORW	SET	1	$9,000.00	$9,000.00													
43	GLASS WALL PURCHASE AND INSTALLATION - CONFERENCE ROOM AND OFFICE WALL	EA	1	$12,600.00	$12,600.00													
44	LAMINATED COUNTER TOP FOR CONFERENCE ROOM - 2' WIDE	SQFT	40	$30.00	$1,200.00													
45	1X8 TOUNGE AND GROOVE ACCENT WALL INSTALLATION AND STAINING	EA	1	$4,800.00	$4,800.00													
46	ELECTRICAL - ACCENT LIGHTING IN CONFERENCE ROOM	EA	6	$96.65	$579.90													
47	ELECTRICAL - CAN LIGHTS IN CONFERENCE ROOM	EA	10	$48.32	$483.20													
48	GLASS DOORS PURCHASE AND INSTALL - 1 SINGLE - 1 DOUBLE	EA	1	$20,100.00	$20,100.00													
49	ABATEMENT PROCESS	LUMP SU	1	$24,570.00	$24,570.00													
			TOTAL		$350,248.22													

25-005 -- PHASE TEN -- W/WW & REMAINING HALLWAYS

ITEM #	DESCRIPTION OF WORK	UNIT	QNTY	UNIT COST	SCHEDULED VALUE	WORK COMPLETED ON PREVIOUS APPLICATION UNITS	WORK COMPLETED ON PREVIOUS APPLICATION TOTAL	WORK THIS PERIOD THIS PERIOD UNITS	WORK THIS PERIOD THIS PERIOD TOTAL	MATERIALS PRESENTLY STORED (NOT IN WX OR ZAA)	TOTAL COMPLETED AND STORED TO DATE (WX+ZAA+ABC)	%	BALANCE TO FINISH (UV - AD)	RETAINAGE 5%
												G/C		
1	CONSTRUCTION WASTE DISPOSAL - DUMPSTER 40 YARD	EA	0	$600.00	$0.00									
2	DEMOLITION - REMOVAL OF EXHISTING ACOUSTICAL CEILING TILES AND FRAMES	SQFT	6128	$2.40	$14,707.20									
3	DEMOLITION - REMOVAL OF ALL FLOORING INCLUDING GLUE	SQFT	6128	$0.00	$0.00									
4	RELOCATION - ELECTRICAL - SINGLE POLE LIGHT SWITCHES	EA	5	$174.00	$870.00									
5	RELOCATING - ELECTRICAL - DOUBLE ELECTRICAL OUTLETS	EA	15	$174.00	$2,610.00									
6	RELOCATING - ELECTRICAL - QUAD ELECTRICAL OUTLETS	EA	2	$186.00	$372.00									
7	DEMOLITION - METAL STUD WALLS	FT	100	$60.00	$6,000.00									
8	RELOCATING - HVAC - THERMOSTATS	EA	6	$240.00	$1,440.00									
9	RELOCATING - IT DATA - CAT 6 MODULAR JACK	EA	15	$240.00	$3,600.00									
10	DEMOLITION - REMOVAL OF INTERIOR DOORS AND FRAMES	EA	3	$300.00	$900.00									
11	DEMOLITOIN - REMOVAL OF WALLPAPER	SQFT	900	$3.60	$3,240.00									
12	REPLACING OF LIGHT FIXTURES WITH 2X4 LIGHT FIXTURES	EA	72	$84.22	$6,063.84									
13	REPLACING OF EMERGENCY LIGHT FIXTURES TO 2X4 (QUANTITY INCLUDES 2X2 AND 2X4)	EA	6	$276.12	$1,656.72									
14	REMOVAL OF UNUSED HVAC LINES & ELECTRICAL CONDUIT NOT IN USE FROM CEILING AREA	EA	1	$1,344.00	$1,344.00									
15	INSTALLATION - FRAMING OF NEW WALL	FT	100	$24.00	$2,400.00									
16	SHEETROCK HANGING AND FINISHING - INCLUDING FINISHING WHERE WALL PAPER WAS REMOVED	SQFT	6128	$6.00	$36,768.00									
17	REMOVE AND INSTALL - FIRE SAFETY DEVICES - SMOKE DETECTORS IN NEW ENG TILE	EA	10	$720.00	$7,200.00									
18	INSTALLATION OF NEW ACOUSTICAL CEILING - WHITE 2X2 GRID PATTERN	SQFT	6128	$4.20	$25,737.60									
19	PAINTING - INCLUSIVE OF SHEETROCK PREP -- 2 COATS	SQFT	6128	$6.00	$36,768.00									
20	INSTALLATION OF COMMERCIAL GRADE CARPET	SQFT	6128	$4.80	$29,414.40									
21	INSTALLATION OF NEW ACOUSTICAL CEILING TILES	SQFT	6128	$2.40	$14,707.20									
22	RELOCATING - FIRE SAFETY DEVICES - FIRE PULL HANDLE	EA	2	$720.00	$1,440.00									
23	RELOCATING - HVAC VENTS WITH 2X2 GRILLS WITHIN SAME SPACIAL AREA AS ORIGINAL PLACEMENT	EA	15	$360.00	$5,400.00									
24	INSTALLATION - HVAC MISC PARTS NEEDED FOR PHASE	EA	1	$1,440.00	$1,440.00									
25	INSTALLATION - IT DATA - CAT 6 CABLE PURCHASE 1000' BOX	EA	1	$420.00	$420.00									
26	INSTALLATION OF NEW 6" RUBBER COVE BASE	SQFT	6128	$1.68	$10,295.04									
27	INSTALLATION OF INTERIOR DOORS AND FRAMES - REUSED FROM DEMO	EA	2	$1.68	$3.36									
28	INSTALLATION OF STRIKE PLATES AT DOORS - INCLUDING POWER, LOOPS AND ALL HARDWARE	EA	1	$600.00	$600.00									
29	ELECTRICAL - PURCHASE OF NEW WIRE 100' ROLLS	EA	3	$335.34	$1,006.02									
30	ELECTRICAL - MISC SUPPLIES NEEDED FOR PHASE	CLF	1	$2,880.00	$2,880.00									
31	ELECTRICAL - 3/4" CONDUIT EMT AND CONNECTORS	LF	110	$1.80	$198.00									
32	LABOR - ELECTRICIAN	TOTAL TIN	1	$15,708.00	$15,708.00									
33	LABOR - CARPENTER	TOTAL TIN	1	$6,000.00	$6,000.00									
34	LABOR - ON STIE PROJECT MANAGER	TOTAL TIN	1	$7,200.00	$7,200.00									
35	RAM BOARD 100' ROLLS INCLUDING TAPE FOR FLOOR PROTECTION - MUST BE MAINTAINED	EA	4	$360.00	$1,440.00									
36	FURNITURE MOVING AND RELOCATING IN OFFICE AREAS	EA	0	$1,200.00	$0.00									
37	HAGAR DOOR HANDLE SETS	EA	2	$180.00	$360.00									
38	AIR SCRUBBER - IF NEEDED	EA	2	$2,040.00	$4,080.00									
39	FLEXIBLE SELF LEVELING UNDERLAYMENT IF NEEDED FOR FLOORING	SQFT	3516	$1.68	$5,906.88									
40	REPLACEMENT - HVAC -REPLACE LINEAR DIFFUSERS WITH 2X2 A/C VENT	EA	40	$360.00	$14,400.00									
41	INSTALLATION OF ADA HANDICAP PUSH BUTTON DOOR OPENER (SET TO INCLUDE INT & EXT OF DOORW	SET	1	$9,000.00	$9,000.00									
42	REPLACE LIT EXIT LIGHTS	EA	4	$96.00	$384.00									
43	TESTING OF FIRE ALARM SYSTEM FOR PROPER OPERATION	EA	1	$720.00	$720.00									
44	REPLACE WATER FOUNTAIN WITH WATER FOUNTAIN BOTTLE FILLER COMBO	EA	1	$2,640.00	$2,640.00									
45	ADA - UNISEX RESTROOM HANDICAP SIGN	EA	0	$60.00	$0.00									
46	ADA - INCASE OF FIRE US STAIRS SIGN	EA	0	$60.00	$0.00									
47	ADA - STAIRS SIGN (PLACEMENT OUTSIDE OF STAIRS)	EA	0	$60.00	$0.00									
48	ADA - EXIT STAIRS SIGN (PLACEMENT INSIDE STAIRWELL)	EA	0	$60.00	$0.00									
49	ADA - EXIT STAIRS SIGN (PLACEMENT INSIDE STAIRWELL ON LEVEL 2)	EA	0	$60.00	$0.00									
50	ADA - EXIT STAIR DOWN SIGN (PLACEMENT INSIDE STAIRWELL)	EA	0	$60.00	$0.00									
51	LABOR - PLUMBER	TOTAL TIN	1	$3,600.00	$3,600.00									
52	PVC SHUT OFF FOR SINK & WATER FOUNTAIN IN CHASE	EA	4	$6.00	$24.00									
53	CLOSET VALVE FOR SINK	EA	2	$6.00	$12.00									
54	SINGLE BOWL KITCHEN SINK	EA	1	$240.00	$240.00									
55	KITCHEN FAUCET IN CHROME	EA	1	$240.00	$240.00									
56	P TRAP FOR SINK	EA	1	$12.00	$12.00									
57	8' PVC DRAIN LINE	FT	8	$6.00	$48.00									
58	COUPLER FOR DRAINLINE	EA	2	$6.00	$12.00									
59	BLUE - PEX TUBE	FT	14	$6.00	$84.00									
60	RED - PEX TUBE	FT	10	$6.00	$60.00									
61	PEX COUPLERS	EA	6	$6.00	$36.00									
62	VINYL TUBING FOR WATERFOUNTAIN	FT	6	$6.00	$36.00									
63	FLEX LINE DRAIN TUBE FOR SINK	FT	6	$9.60	$57.60									
64	ABATEMENT	TOTLA	1	$27,360.00	$27,360.00									
			TOTAL		$291,781.86									

SECOND AMENDMENT TO CONSTRUCTION CONTRACT
FOR BID NO. 25-005 (ONE GRIFFIN CENTER REMODEL)
BETWEEN CITY OF GRIFFIN AND RUSTY STATHAM CONSTRUCTION, INC.
DATED DECEMBER 4, 2024

WHEREAS, the City of Griffin ("Owner") and Rusty Statham Construction, Inc. ("Contractor") (collectively, "Parties") are parties to a Construction Contract for Bid No. 25-005 ("Contract") for interior renovations services at 100 S. Hill Street, Griffin, Georgia 30223, also known as One Griffin Center ("Project");

WHEREAS, the Parties desire to amend Section 9 of the Contract to extend the term of the Contract;

NOW, THEREFORE, by execution of this Amendment, the Parties hereby modify the terms of the Agreement as follows:

1. **AMENDMENT TO SECTION 9 – TERM:** Section 9 is hereby amended to provide as follows:

   "The Contractor shall commence the work to be performed within 45 days of the Effective Date and shall complete the work by November 30, 2026, time being of the essence of this Contract.

   When Contractor considers the entire Work ready for its intended use, Contractor shall notify Owner in writing that the entire Work is complete. Promptly after Contractor's notification, Owner shall make an inspection of the Work to determine the status of completion. Owner agrees to sign a Notice of Completion within ten (10) days of the final inspection if owner considers the work complete. If the Owner does not consider the Work complete, Owner will notify Contractor in writing giving the reasons thereof.

   Owner shall have fourteen (14) days to provide written notification of any discrepancies or defects of Work completed. Contractor shall immediately take such measures as are necessary to complete such Work or remedy such deficiencies. Contractor will be given reasonable time to fix any discrepancies or defects of Work by an agreed upon time in writing between Owner and Contractor. Within ten (10) days of Owner's determination that Contractor has satisfactorily completed all corrections identified in the final inspection, Owner shall sign a Notice of Completion and submit final payment following the procedure for progress payments."

2. **CONFLICTS:** Any conflicts between the Contract, as amended, and the Bid Documents in Exhibit "C" of the Contract, the Contract terms, as amended, shall govern.

3. **AFFIRMATION OF OTHER CONTRACT TERMS:** Except as otherwise modified by this Amendment, the Contract, including exhibits thereto, shall remain unchanged. All other terms and conditions shall remain in full force and effect.

This Amendment shall be effective upon full execution by the Parties.

CITY OF GRIFFIN	RUSTY STATHAM CONSTRUCTION, INC.
Douglas S. Hollberg, Mayor	Rusty Statham

Attest:

Jessica W. O'Connor, Secretary

Approved as to Form:

Andrew J. Whalen, III

Andrew J. Whalen, III, City Attorney

AGENDA ITEM SUMMARY

ITEM SUMMARY:

Consider a contract in an initial amount of $5,567.98 and an annual amount of $14,812.98 beginning September 1, 2026 with Power DMS by NeoGOV to renew the PowerDMS PowerPolicy software subscription for the Griffin Police Department. *Chief Technology Officer, Gibb Cotton, will address.*

SPECIAL CONSIDERATIONS OR CONCERNS:

PowerPolicy by NeoGOV is an add-on function of our current PowerDMS software. This add-on function streamlines all of the Police Department's Field Training for all divisions. This also is a great asset as it relates to the CALEA and State certification. This renewal will align the software's subscription period with other NeoGOV products. The initial term of the contract is 9 months, and there are additional optional, successive 12-month terms at a cost of $14,812.98 per year.

STAFF RECOMMENDATION:

Staff recommends approval.

FINANCIAL IMPACT:

The $5,567.98 is included in the FY26 budget, and the renewal amounts will be budgeted for future fiscal years.

Submitted By:
Gibb Cotton

Meeting Date:
13/01/2026

Reviewed By:
Jessica O'Connor

ATTACHMENTS:
NeoGov Power DMS Renewal 2026.pdf

Docusign Envelope ID: EEC44FA3-9A92-432C-8915-23CEBB6C6833

PowerDMS by NEOGOV

t 800.749.5104
2120 Park Pl. Suite 100
El Segundo, CA 90245

NEOGOV

THIS IS NOT AN INVOICE

Contract Records		Order Details	
Account Number:	A-796	**Order #:**	Q-430365
Customer:	City of Griffin - Police (GA)	**Valid Until:**	1/20/2026
Effective Employee Count:	93		
Sales Rep:	Renewals Team		

Customer Contact			
Billing Contact:	City of Griffin - Police (GA) Gibb Cotton	**Shipping Contact :**	City of Griffin - Police (GA) Gibb Cotton
Billing Address:	100 South Hill Street Attn: ITC, 4th Floor Griffin, GA 30223	**Shipping Address:**	100 South Hill Street Attn: ITC, 4th Floor Griffin, GA 30223
Billing Contact Email:	gcotton@cityofgriffin.com	**Shipping Contact Email:**	gcotton@cityofgriffin.com
Billing Phone:	678-692-0386	**Shipping Phone:**	678-692-0386

Payment Terms			
Payment Term:	Net 60	**Notes:**	100-124 user tier Short term to sync Combine all subscriptions to one order.
PO Number:			

Subscription Service

January 2026

Item	Type	Start Date	End Date	Qty.	License Type	Total (USD)
GACP Manual (GA LE)	Recurring	1/13/2026	8/31/2026	1	Quantity Based	$0.00
View Standards Manual electronically.						
PowerStandard for GLECP Comparative Program	Recurring	1/13/2026	8/31/2026	1	Quantity Based	$285.92
Law Enforcement accreditation organizations offer a comparative program to those agencies enrolled in the state program that are CALEA accredited. The comparative program requires the agency comply with a reduced number of standards in order to receive accredited status.						
PowerPolicy Professional Subscription	Recurring	1/13/2026	8/31/2026	124	User Count Based	$5,282.06
A policy and compliance management platform that lets you create, edit, organize, and distribute content from a secure, cloud-based site. Included are key features such as automatic workflows, signature capture and tracking, side-by-side comparison, Public-Facing Documents, PowerDMS University, and Analytics for advanced reporting.						
Legacy Training Included	Recurring	1/13/2026	8/31/2026	124	User Count Based	$0.00
A training solution that lets you create, deliver, and track training content online, including videos and PowerPoint presentations. It integrates with PowerDMS Select and Professional, giving you the ability to attach policies to training courses while ensuring version control. This is granted to legacy customers.						
					January 2026 TOTAL:	$5,567.98

September 2026

Item	Type	Start Date	End Date	Qty.	License Type	Total (USD)
GACP Manual (GA LE)	Recurring	9/1/2026	8/31/2027	1	Quantity Based	$0.00

PowerDMS by NEOGOV

t 800.749.5104
2120 Park Pl. Suite 100
El Segundo, CA 90245

NEOGOV

Item	Type	Start Date	End Date	Qty.	License Type	Total (USD)
View Standards Manual electronically.						
PowerStandard for GLECP Comparative Program	Recurring	9/1/2026	8/31/2027	1	Quantity Based	$450.00
Law Enforcement accreditation organizations offer a comparative program to those agencies enrolled in the state program that are CALEA accredited. The comparative program requires the agency comply with a reduced number of standards in order to receive accredited status.						
PowerPolicy Professional Subscription	Recurring	9/1/2026	8/31/2027	124	User Count Based	$8,313.38
A policy and compliance management platform that lets you create, edit, organize, and distribute content from a secure, cloud-based site. Included are key features such as automatic workflows, signature capture and tracking, side-by-side comparison, Public-Facing Documents, PowerDMS University, and Analytics for advanced reporting.						
Legacy Training Included	Recurring	9/1/2026	8/31/2027	124	User Count Based	$0.00
A training solution that lets you create, deliver, and track training content online, including videos and PowerPoint presentations. It integrates with PowerDMS Select and Professional, giving you the ability to attach policies to training courses while ensuring version control. This is granted to legacy customers.						
PowerReady Subscription	Recurring	9/1/2026	8/31/2027	93	Employee Based	$5,412.86
The PowerReady Annual subscription provides an agency-wide license for unlimited number of programs and includes; Mobile Accessibility, Email Notifications, Unlimited Late Form and Trainee Performance Alerts, Ongoing training resources, Ongoing software updates, Access to Industry Partnerships, Ongoing Support & Maintenance.						
PowerPolicy SSO	Recurring	9/1/2026	8/31/2027	124	User Count Based	$636.74
Single Sign on Service. Quantity reflects number of authorized user licenses for the software-as-a-service subscription.						
					September 2026 TOTAL:	$14,812.98

Total: | $20,380.96

This price does NOT include any sales tax. Total in USD

Additional Terms and Conditions

License Terms: Enterprise license denotes that Customer has purchased an enterprise wide license up to the employee count specified above. User based license denotes that Customer has purchased the number of licenses set forth in the quantity column. Item count denotes the number of items that Customer has licensed as set forth in the quantity column.

Payment Terms: All invoices issued hereunder are due upon the invoice due date. If the Order is for a period longer than one year, the fees for the first period shown shall be invoiced immediately and the fees for future years/periods shall be invoiced annually in advance of each 12 month period shown on the Order, but regardless of the billing cycle, Customer is responsible for the fees for the entire Order. The fees set forth in this Service Order are exclusive of all applicable taxes, levies, or duties imposed by taxing authorities and Customer shall be responsible for payment of any such applicable taxes, levies, or duties. All payment obligations are non-cancellable, and all fees paid are non-refundable. Payment for services ordered hereunder shall be made to PowerDMS, Inc. a wholly owned subsidiary of Governmentjobs.com, Inc. (D/B/A NEOGOV).

Terms & Conditions: This Order Form creates a legally binding contract on the parties. Unless otherwise agreed in a written agreement between GovernmentJobs.com, Inc. (D/B/A/ NEOGOV), parent company of PowerDMS, Inc., Cuehit, Inc., Ragnasoft LLC (D/B/A/ PlanIT Schedule), and Design PD, LLC (D/B/A Agency360) (collectively, "**NEOGOV**") and Customer, this Order Form and the services to be furnished pursuant to this Order Form are subject to the terms and conditions set forth in the NEOGOV Services Agreement between the City of Griffin (GA) and NEOGOV dated September 10, 2024 (the "Agreement").

Special Condition:

Your signature below constitutes acceptance of terms herein and contractual commitment to purchase the items listed above.

Docusign Envelope ID: EEC44FA3-9A92-432C-8915-23CEBB6C6833

PowerDMS by NEOGOV

t 800.749.5104
2120 Park Pl. Suite 100
El Segundo, CA 90245

NEOGOV

Accepted and Agreed By Authorized Representative of:
City of Griffin (GA)

Signature: _____

Printed Name: Douglas S. Hollberg

Title: Mayor

Date _____

Attest:

Jessica W. O'Connor, Secretary

Approved as to Form:

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

Accepted and Agreed By Authorized Representative of:
NEOGOV

Signature: DocuSigned by: Amy Prins 2085ADAA8C9D453...

Printed Name: Amy Prins

Title: Director of Customer Renewals

Date 12/11/2025 | 3:24:03 PM PST

NEOGOV LEGAL AC
5:12 pm, Dec 11 2025

THE INFORMATION AND PRICING CONTAINED IN THIS ORDER FORM IS STRICTLY CONFIDENTIAL.

Docusign Envelope ID: 9EAEC1CB-81CC-4B11-9E72-E6A8B86FC271

SERVICES AGREEMENT

V050724

You agree that by placing an order through a NEOGOV standard ordering document such as an "Order Form", "Service Order," "Ordering Document," "SOW" or other document mutually agreed by the parties detailing the services, pricing and subscription term (each, an "Order Form" for purposes of this Agreement), you agree to follow and be bound by the terms and conditions set forth herein. "Governmentjobs.com", "NEOGOV", "we", and "our" means Governmentjobs.com, Inc. (D/B/A/ NEOGOV), for and on behalf of itself and its subsidiaries PowerDMS, Inc., Cuehit, Inc., Ragnasoft LLC (D/B/A/ PlanIT Schedule), and Design PD, LLC (D/B/A Agency360) (collectively, "NEOGOV" and, where applicable, its other affiliates; "Customer", "you", "your" means the NEOGOV client, customer, and/or the subscriber identified in the Order Form).

"Services Agreement" or the "Agreement" shall be used to collectively refer to this NEOGOV Services Agreement, documents incorporated herein including the applicable Order Form, each Addendum (as applicable), and Special Conditions (if any). "Addendum" means each Addendum set forth either as an Exhibit hereto or attached herein (the "NEOGOV Site") and, as applicable, made a part of this Agreement. "Special Conditions" means individually negotiated variations, amendments and/or additions to this Service Agreement of which are either drafted, or incorporated by reference, into the Order Form.

1. Provision of Services. Subject to the terms of this Agreement NEOGOV hereby agrees to provide Customer with access to its SaaS Applications and Professional Services (each defined below) included or ordered by Customer in the applicable Order Form (collectively referred to as the "Services"). Customer hereby acknowledges and agrees that NEOGOV's provision and performance of, and Customer's access to, the Services is dependent and conditioned upon Customer's full performance of its duties, obligations and responsibilities hereunder. This Agreement entered into as of the earlier of: (i) date of your signature on an applicable Order Form; or (ii) use of the Services commences (the "Effective Date"). The Agreement supersedes any prior and contemporaneous discussions, agreements or representations and warranties.

2. SaaS Subscription.

   a) Subscription Grant. "SaaS Applications" means each proprietary NEOGOV web-based software-as-a-service application that may be set forth on an Order Form and subsequently made available by NEOGOV to Customer, and associated components as described in any written service specifications made available to Customer by NEOGOV (the "Service Specifications"). Subject to and conditioned on Customer's and its Authorized Users' compliance with the terms and conditions of this Agreement, NEOGOV hereby grants to Customer a limited, non-exclusive, non-transferable, and non-sublicensable right to (i) onboard, access and use, and to permit Authorized Users to onboard, access and use, the SaaS Applications specified in the Order Form solely for Customer's internal, non-commercial purposes; (ii) generate, print, and download Customer Data as may result from any access to or use of the SaaS Applications; and (iii) train Authorized Users in uses of the SaaS Applications permitted hereunder (these rights shall collectively be referred to as the "SaaS Subscription"). "Authorized Users" means (1) Customer employees, agents, contractors, consultants ("Personnel") who are authorized by Customer to access and use the Services under the rights granted to Customer pursuant to this Services Agreement and (2) for whom access to the Services has been purchased hereunder. You shall not exceed the usage limits (if any) as detailed in the user tier in the applicable Order Form. You may not access the SaaS Applications if you are a direct competitor of NEOGOV or its affiliates. In addition, you may not access the SaaS Applications for purposes of monitoring their availability, performance, or functionality, or for any other benchmarking or competitive purposes. You shall be responsible for each Authorized User's access to and use of the SaaS Applications and compliance with applicable terms and conditions of this Agreement.

   b) Subscription Term. Unless otherwise specified in an applicable Order Form, SaaS Subscriptions shall commence on the Effective Date and remain in effect for twelve (12) consecutive months, unless terminated earlier in accordance with this Agreement (the "Initial Term"). Thereafter, SaaS Subscriptions shall automatically renew for four (4) optional, successive twelve (12) month terms (each a "Renewal Term" and together with the Initial Term, collectively, the "Term"), for a maximum possible contract life of five (5) years, unless a party delivers to the other party, at least thirty (30) days prior to the expiration of the Initial Term or the applicable Renewal Term, written notice of such party's intention to not renew the SaaS Subscriptions, or unless terminated earlier in accordance with this Agreement. The Term for the Services is a continuous and non-divisible commitment for the full duration regardless of any invoice schedule. The purchase of any Service is separate from any other order for any other Service. Customer may purchase certain Services independently of other Services. Your obligation to pay for any Service is not contingent on performance of any other Service or delivery of any other Service.

3. Customer Responsibilities.
   a) Managing the Subscription. Customer may use the Service in a manner consistent with the terms of this Agreement. Customer will provide NEOGOV all information needed to process the Order Form to activate the subscription and provision the Service to the Customer.

   b) Managing Authorized Users. Customer is responsible for managing the Authorized Users on its account on the Service.

      i) Invitations and Permissions. Customer is responsible for determining which persons to invite to join the Customer's

account on the Service and for all actions by Authorized Users on Customer's account on the Service. Customer is solely in control of the individual permissions on the Customer's account.

ii) Customer Obligations. Customer must: (A) obtain any rights, permissions, or consents that are necessary for the Authorized User's lawful use of Customer Data and the operation of the Service; (B) ensure that the transfer and processing of Customer Data under the Agreement is lawful; and (C) respond to and resolve any dispute with an Authorized User relating to or based on Customer Data, the Service, or Customer's failure to fulfill its obligations under the Agreement or applicable law. Customer will not, and will ensure its Authorized Users do not (a) make any of the Services available to anyone other than Authorized Users or use any Services for the benefit of anyone other than Customer and its Authorized Users, unless otherwise agreed in writing by the parties, (b) sell, resell, license, sublicense, distribute, make available, rent or lease any of the Services, or include any of the Services in a service bureau or outsourcing offering, unless otherwise agreed in writing by the parties, (c) use the Services to store or transmit infringing, libelous, or otherwise unlawful or tortious material, or to store or transmit material in violation of the privacy rights, publicity rights, copyright rights, or other rights of any person or entity, (d) use the Services to store or transmit code, files, scripts, agents or programs intended to do harm, including, for example, viruses, worms, time bombs and Trojan horses, (e) interfere with or disrupt the integrity or performance of the Services (including, without limitation, activities such as security penetration tests, stress tests, and spamming activity), (f) attempt to gain unauthorized access to the Services or its related systems or networks, (g) disassemble, reverse engineer, or decompile the Services, or modify, copy, or create derivative works based on the Services or any part, feature, function or user interface thereof, (h) remove the copyright, trademark, or any other proprietary rights or notices included within NEOGOV Intellectual Property and on and in any documentation or training materials, or (i) use the Services in a manner which violates the terms of this Agreement, any Order Form or any applicable laws.

4. Professional Services. "Professional Services" shall mean professional services purchased by Customer as detailed in an applicable Order Form or NEOGOV Scope of Work (SOW) describing the work to be performed, fees, and any applicable milestones, dependencies, and other technical specifications or related information. Professional Services include training, set-up, implementation, and best practices of and concerning the SaaS Applications. Professional Services are subject to the terms of the Professional Services Addendum made available on the NEOGOV Site and made a part hereof and may be subject to additional terms pursuant to an SOW and Service Specifications describing, if applicable, the work to be performed, fees, and any applicable milestones, dependencies, and other technical specifications or related information. Order Forms or SOWs must be signed by Customer before NEOGOV shall commence work. If Customer executes a separate SOW, this Agreement and documents incorporated herein (including but not limited to the Professional Services Addendum) shall control in the event of a conflict with the terms of the SOW.

5. Payment Terms.

a) Fees. Customer shall pay all Subscription, Onboarding and Set-Up fees ("Subscription Fees") and Professional Service fees ("Professional Service Fees", collectively the "Fees") as set forth in an Order Form within thirty (30) days of the date of NEOGOV's invoice. Fees shall be invoiced annually in advance and in a single invoice for each Term. Unless explicitly stated otherwise in an Order Form, all payments due under an Order Form are expressed in and shall be paid in U.S. dollars. Invoices shall be delivered to the stated "Bill To" party on the Order Form. Unless explicitly provided otherwise, once placed the Order Form is non-cancellable and sums paid nonrefundable. Any invoiced amount that is not received by NEOGOV when due as set forth in an Order Form will be subject to a late payment fee of 1.5% per month or the maximum rate permitted by law, whichever is lower. If any amount owing by Customer is more than 30 days overdue, NEOGOV may, without limiting its other rights and remedies, suspend the Services until such amounts are paid in full. If Subscription Fees are based upon the Authorized User or employee count as may be specified in an Order Form, Customer shall owe NEOGOV supplemental Subscription Fees to the extent Customer exceeds the number of Authorized Users or employees set forth in the Order Form. Except as otherwise specifically stated in the Order Form, NEOGOV may change the charges for the Services with effect from the start of each Renewal Term by providing Customer with new pricing at least thirty (30) day notice prior to commencement of a Renewal Term. The new pricing shall be deemed to be effective if Customer (a) returns an executed Order Form to NEOGOV, (b) remits payment to NEOGOV of the fees set forth in the invoice referencing the new pricing, or (c) the Customer or any of its Authorized Users access or use the Services after the expiration of the previous Term.

b) Taxes. Customer will pay all taxes, duties and levies imposed by all federal, state, and local authorities (including, without limitation, export, sales, use, excise, and value-added taxes) based on the transactions or payments under this Agreement, except those taxes imposed or based on NEOGOV's net income or those exempt by applicable state law. Customer shall provide NEOGOV with a certificate or other evidence of such exemption within ten (10) days after the Effective Date of this Agreement and thereafter upon NEOGOV's request therefor.

c) Purchase Orders. Any reference to a purchase order in an Order Form or any associated invoice is solely for Customer's convenience in record keeping, and no such reference or any delivery of services to Customer following receipt of any purchase order shall be deemed an acknowledgement of or an agreement to any terms or conditions referenced or included in any such purchase order. If a purchase order is delivered by Customer in connection with the purchase of Services, none of the terms and conditions contained in such purchase order shall have any effect or modify or supersede the terms and conditions of this Agreement. NEOGOV's failure to object to terms contained in any such purchase order shall not be a waiver of the terms set forth in this provision or in this Agreement.

6. Term and Termination.

   a) Term. This Agreement shall commence on the Effective Date and shall remain in effect until all SaaS Subscriptions have expired and/or both parties have achieved full performance of Professional Services, unless it is terminated earlier in accordance with this Agreement.

   b) Termination for Cause; Effect of Termination. Either Party may terminate this Agreement immediately if the other is in material breach of this Agreement and such breach is not cured within thirty (30) days following non-breaching party's written specification of the breach. NEOGOV may suspend the Services or terminate this Agreement immediately in the event the Services or Customer's use of the Services provided hereunder pose a security risk to the Services, NEOGOV or any third party, or become illegal or contrary to any applicable law, rule, regulation, or public policy. Upon expiration or any termination of this Agreement, Customer shall cease all use and refrain from all further use of the Services and other NEOGOV Intellectual Property. Additionally, Customer shall be obligated to pay, as of the effective date of such expiration or termination, all amounts due and unpaid to NEOGOV under this Agreement. Unless otherwise specified, following 90 days after expiration or termination of the Agreement NEOGOV may remove Customer Data from NEOGOV Services and without Customer consent or notice.

7. Audit Rights. Upon reasonable notice, NEOGOV or its agent shall have the right to audit Customer's records relating to its compliance with this Agreement. Customer shall cooperate fully with this audit. If any audit conducted under this Section indicates that any amount due to NEOGOV was underpaid, Customer shall within three (3) business days pay to NEOGOV the amount due.

8. Maintenance; Modifications; Support Services.

   a) Maintenance, Updates, Upgrades. NEOGOV maintains NEOGOV's hardware and software infrastructure for the Services and is responsible for maintaining the NEOGOV server operation and NEOGOV database security. NEOGOV may in its sole discretion, periodically modify, Update, and Upgrade the features, components, and functionality of the Services during the Term. "Update" means any update, bug fix, patch or correction of the Services or underlying NEOGOV software that NEOGOV makes generally available to its customers of the same module, excluding Upgrades. Updates are automatic and available upon Customer's next login to the Services following an Update at no additional cost to Customer. "Upgrade" means any update of the Services or underlying NEOGOV software such as platform updates, and major product enhancements and/or new features that NEOGOV makes commercially available. NEOGOV shall have no obligation to provide Upgrades to customers and retains the right to offer Upgrades free of cost or on a per customer basis at additional cost. NEOGOV shall have no liability for, or any obligations to, investments in, or modifications to Customer's hardware, systems or other software which may be necessary to use or access the Services due to a modification, Update, or Upgrade of the Services.

   b) Program Documentation; Training Materials. "Program Documentation" shall mean all user guides, training, and implementation material, and Service descriptions provided by NEOGOV to Customer in connection with the Services. NEOGOV hereby grants to Customer a non-exclusive, non-sublicensable, non-transferable license to use, print, and distribute internally via non-public platforms, the Program Documentation during the Term solely for Customer's internal business purposes in connection with its use of the Services. Primary training of NEOGOV Services is conducted by self-review of online materials. NEOGOV's pre-built, online training consists of a series of tutorials to introduce the standard features and functions (the "Training Materials"). The Training Materials may be used as reference material by Customer Personnel conducting day-to-day activities.

   c) Implementation. For Services requiring implementation, NEOGOV implementation supplements the Training Materials and is conducted off-site unless otherwise agreed in the Order Form. For an additional fee as detailed on an applicable Order Form, NEOGOV personnel will provide consultation on best practices for setting up the Services, answer Customer questions during the implementation period, and use commercially reasonable efforts to ensure Authorized User Admins grasp the system. The length of the implementation time is dependent on the type of Service and the Customer's responsiveness. NEOGOV is not responsible or liable for any delay or failure to perform implementation caused in whole or in part by Customer's delay in performing its obligations hereunder and, in the event of any such delay, NEOGOV may, in its sole discretion, extend all performance dates as NEOGOV deems reasonably necessary.

   d) Support. Phone support for the Services is available to Customer Monday through Friday, excluding NEOGOV holidays. Customer may submit a request for online support for the Services 24 hours a day, seven days a week, and the NEOGOV support desk will acknowledge receipt of the request within a reasonable time. The length of time for a resolution of any problem is dependent on the type of case.

   e) Limitations. Unless otherwise specified in the Order Form, this Agreement does not obligate NEOGOV to render any maintenance or support services that are not expressly provided herein, including, but not limited to data uploads, manual data entry, migration services, data conversion, refinement, purification, reformatting, SQL dump, or process consultation.

9. NEOGOV Intellectual Property Rights.

a) NEOGOV shall exclusively own all right, title and interest in and to all pre-existing and future intellectual property developed or delivered by NEOGOV including all Services, products, systems, software (including any source code or object code) or Service Specifications related thereto, Updates or Upgrades, trademarks, service marks, logos and other distinctive brand features of NEOGOV and all proprietary rights embodied therein (collectively, the "NEOGOV Intellectual Property"). This Agreement does not convey or transfer title or ownership of the NEOGOV Intellectual Property to Customer or any of its users. All rights not expressly granted herein are reserved by NEOGOV. Other than recommendation use or as required by law, all use of NEOGOV trademarks must be pre-approved by NEOGOV prior to use. Trademarks shall include any word, name, symbol, color, designation or device, or any combination thereof that functions as a source identifier, including any trademark, trade dress, service mark, trade name, logo, design mark, or domain name, whether or not registered.

b) Customer may, but is not obligated to, provide NEOGOV with suggestions, ideas, enhancement requests, or other feedback ("Feedback"). If Customer provides any such Feedback to NEOGOV, Customer hereby grants NEOGOV a nonexclusive, perpetual, irrevocable, royalty-free license to use all Feedback for any purpose. Feedback is provided to NEOGOV on an "as-is" basis without warranties of any kind.

10. Data Processing and Privacy.

a) Customer Data. "Customer Data" shall mean all data that is owned or developed by Customer, whether provided to NEOGOV by Customer or provided by a third party to NEOGOV in connection with NEOGOV's provision of Services to Customer, including Personnel data collected, loaded into, or located in Customer data files maintained by NEOGOV. NEOGOV Intellectual Property, including but not limited to the Services and all derivative works thereof, NEOGOV Confidential Information, and Platform Data do not fall within the meaning of the term "Customer Data". Customer exclusively owns all right, title, and interest in and to all Customer Data. Customer grants NEOGOV a license to host, use, process, display, create non-personal derivative works of, and transmit Customer Data to provide the Services. NEOGOV reserves the right to delete or disable Customer Data stored, transmitted or published by Customer using the Services upon receipt of a bona fide notification that such content infringes upon the intellectual property rights of others, or if NEOGOV otherwise reasonably believes any such content is in violation of this Agreement.

b) Platform Data. "Platform Data" shall mean any anonymized data reflecting the access to or use of the Services by or on behalf of Customer or any user, including statistical or other analysis and performance information related to the provision and operation of the Services including any end user visit, session, impression, clickthrough or click stream data, as well as log, device, transaction data, or other analysis, information, or data based on or derived from any of the foregoing. NEOGOV shall exclusively own all right, title and interest in and to all Platform Data. Customer acknowledges NEOGOV may compile Platform Data based on Customer Data input into the Services. Customer agrees that NEOGOV may use Platform Data to the extent and in the manner permitted under applicable law. Such anonymized data neither identifies Customer or its users, nor can Customer or any its users can be derived from such data.

c) Data Processing Agreement. The parties agree that the terms of the NEOGOV Data Processing Addendum ("DPA") made available on the NEOGOV Site is hereby incorporated herein by reference and made part of this Agreement and governs NEOGOV's processing of Personal Data.

d) Data Responsibilities.

i) NEOGOV will maintain commercially reasonable administrative, physical, and technical safeguards for protection of the security, confidentiality and integrity of the Customer Data. Those safeguards will include, but will not be limited to, measures for preventing access, use, modification or disclosure of Customer Data by NEOGOV personnel except (a) to provide the Services and prevent or address service or technical problems, (b) as compelled by applicable law, or (c) as Customer expressly permits in writing. Customer acknowledges and agrees that it is commercially reasonable for NEOGOV to rely upon the security processes and measures utilized by NEOGOV's cloud infrastructure providers.

ii) Customer is solely responsible for the development, content, operation, maintenance, and use of Customer Data, including but not limited to compliance with applicable laws. NEOGOV will have no responsibility or liability for the accuracy of the Customer Data prior to receipt of such data into the Services. Without limiting the foregoing, Customer shall be solely responsible for and shall comply with all applicable laws and regulations relating to (a) the accuracy and completeness of all information input, submitted, or uploaded to the Services, (b) the privacy of users of the Services, including, without limitation, providing appropriate notices to and obtaining appropriate consents from any individuals to whom Customer Data relates; and (c) the collection, use, modification, alteration, extraction, retention, copying, external storage, disclosure, transfer, disposal, and other processing of any Customer Data. NEOGOV is not responsible for lost data caused by the action or inaction of Customer or Authorized Users. Unless otherwise mutually agreed in writing, Customer shall not maintain any financial, health, payment card, or similarly sensitive data that imposes specific data security or data protection obligations within the Services. Customer shall provide and institute all appropriate tools and procedures required to ensure the security of its own information system and, more specifically, to prevent, detect and destroy the occurrence of any viruses.

e) Breach Notice. NEOGOV will notify Customer of unauthorized access to, or unauthorized use, loss or disclosure of Customer Data within its custody and control (a "Security Breach") within 72 hours of NEOGOV's confirmation of the nature and extent of the same or when required by applicable law, whichever is earlier. Each party will reasonably cooperate with the other with respect to the investigation and resolution of any Security Breach. If applicable law or Customer's policies require notification of its Authorized Users or others of the Security Breach, Customer shall be responsible for such notification.

f) Data Export, Retention and Destruction. Customer may export or delete Customer Data from the Services at any time during a Subscription Term, using the existing features and functionality of the Services. Customer is solely responsible for its data retention obligations with respect to Customer Data. If and to the extent Customer cannot export or delete Customer Data stored on NEOGOV's systems using the then existing features and functionality of the Services, NEOGOV will, upon Customer's written request, make the Customer Data available for export by Customer or destroy the Customer Data. If Customer requires the Customer Data to be exported in a different format than provided by NEOGOV, such additional services will be subject to a separate agreement on a time and materials basis. Except as otherwise required by applicable law, NEOGOV will have no obligation to maintain or provide any Customer Data more than ninety (90) days after the expiration or termination of this Agreement. Customer acknowledges that it is solely responsible for determining any retention requirements with respect to the Customer Data as required by applicable law and NEOGOV disclaims all liability in connection with such determination. In addition, to the extent Customer requests that NEOGOV retain Customer Data beyond the expiration of the retention period required by applicable law, rule or regulation, NEOGOV disclaims all liability in in connection with retaining such Customer Data including but not limited to any claims related to loss or destruction of such Customer Data.

11. Third Party Services. The Services may permit Customer and its Authorized Users to access services or content provided by third parties through the Services ("Third Party Services"). Customer agrees that NEOGOV is not the original source and shall not be liable for any inaccuracies contained in any content provided in any of the Third Party Services. NEOGOV makes no representations, warranties or guarantees with respect to the Third Party Services or any content contained therein. NEOGOV may discontinue access to any Third Party Services through the Services if the relevant agreement with the applicable third party no longer permits NEOGOV to provide such access. If loss of access to any Third Party Services (to which Customer has a subscription under this Agreement) occurs during a Subscription Term, NEOGOV will refund to Customer any prepaid fees for such Third Party Services covering the remainder of the Subscription Term.

12. Nondisclosure.

a) Definition of Confidential Information. "Confidential Information" means all information disclosed by a party ("Disclosing Party") to the other party ("Receiving Party"), whether orally or in writing, that is designated as confidential or that reasonably should be understood to be confidential given the nature of the information and the circumstances of disclosure. Customer's Confidential Information includes its Customer Data. NEOGOV Confidential Information includes the NEOGOV Intellectual Property and the Services. The Confidential Information of each party includes the terms and conditions of this Agreement and all Order Forms (including pricing), as well as business and marketing plans, technology and technical information, product plans and designs, and business processes disclosed by such party. However, Confidential Information does not include any information that (a) is or becomes generally known to the public without breach of any obligation owed to the Disclosing Party, (b) was known to the Receiving Party prior to its disclosure by the Disclosing Party without breach of any obligation owed to the Disclosing Party, (c) is received from a third party without breach of any obligation owed to the Disclosing Party, or (d) was independently developed by the Receiving Party.

b) Obligations. The Receiving Party will: (i) use the same degree of care it uses to protect the confidentiality of its own confidential information of like kind (but not less than reasonable care); (ii) not use any Confidential Information of the Disclosing Party for any purpose outside the scope of this Agreement and (iii) except as otherwise authorized by the Disclosing Party in writing, limit access to Confidential Information of the Disclosing Party to those of its employees and contractors who need access for purposes consistent with this Agreement and who have signed confidentiality agreements with the Receiving Party containing protections not less protective of the Confidential Information than those herein.

c) Exceptions. The Receiving Party may disclose Confidential Information of the Disclosing Party to the extent compelled by law to do so, provided the Receiving Party gives the Disclosing Party prior notice of the compelled disclosure (to the extent legally permitted) and reasonable assistance, at the Disclosing Party's cost, if the Disclosing Party wishes to contest the disclosure.

d) Equitable Relief. The parties recognize and agree there may be no adequate remedy at law for breach of the provisions of the confidentiality obligations set forth in this Section 12, that such a breach may irreparably harm the Disclosing Party and the Disclosing Party is entitled to seek equitable relief (including, without limitation, an injunction) with respect to any such breach or potential breach in addition to any other remedies available to it at law or in equity.

13. Representations, Warranties, and Disclaimers.

a) Mutual Representations. Each party represents and warrants to the other party that (i) it has full power and authority under all relevant laws and regulations and is duly authorized to enter into this Agreement; and (ii) to its knowledge, the execution, delivery and performance of this Agreement by such party does not conflict with any agreement, instrument or understanding,

oral or written, to which it is a party or by which it may be bound, nor violate any law or regulation of any court, governmental body or administrative or other agency having jurisdiction over it.

b) Additional Customer Representations and Warranties. Customer hereby represents and warrants to NEOGOV that: (1) Customer and Authorized Users have all necessary rights and authority to upload Customer Data to the Service without violating any third party's proprietary or privacy rights, including intellectual property rights; (2) Customer Dats does not contain any viruses, worms, Trojan horses, or other harmful or destructive code or content; and (3) Customer will use the Service in compliance with all laws, rules, regulations, and this Agreement.

c) Service Performance Warranty. NEOGOV warrants that it provides the Services using a commercially reasonable level of care and skill and in a professional manner in accordance with generally recognized industry standards for similar services.

d) No Other Warranty. EXCEPT FOR THE EXPRESS WARRANTIES SET FORTH IN THIS WARRANTY SECTION, THE SERVICES AND ANY OTHER INFORMATION ARE PROVIDED ON AN "AS IS" AND "AS AVAILABLE" BASIS, AND CUSTOMER'S USE OF THE SERVICES IS AT ITS OWN RISK. NEOGOV DOES NOT MAKE, AND HEREBY DISCLAIMS, ANY AND ALL OTHER EXPRESS AND/OR IMPLIED WARRANTIES, INCLUDING, BUT NOT LIMITED TO, WARRANTIES OF MERCHANTABILITY, FITNESS FOR A PARTICULAR PURPOSE, NONINFRINGEMENT AND TITLE, AND ANY WARRANTIES ARISING FROM A COURSE OF DEALING, USAGE, OR TRADE PRACTICE. NEOGOV DOES NOT WARRANT THAT THE SERVICES WILL BE UNINTERRUPTED, ERROR-FREE, OR COMPLETELY SECURE, OR THAT ANY ERROR WILL BE CORRECTED.

e) Disclaimer of Actions Caused by and/or Under the Control of Third Parties. NEOGOV DOES NOT AND CANNOT CONTROL THE FLOW OF DATA TO OR FROM THE NEOGOV SYSTEM AND OTHER PORTIONS OF THE INTERNET. SUCH FLOW DEPENDS IN LARGE PART ON THE PERFORMANCE OF INTERNET SERVICES PROVIDED OR CONTROLLED BY THIRD PARTIES. AT TIMES, ACTIONS OR INACTIONS OF SUCH THIRD PARTIES CAN IMPAIR OR DISRUPT CUSTOMER'S CONNECTIONS TO THE INTERNET (OR PORTIONS THEREOF). ALTHOUGH NEOGOV WILL USE COMMERCIALLY REASONABLE EFFORTS TO TAKE ALL ACTIONS IT DEEMS APPROPRIATE TO REMEDY AND AVOID SUCH EVENTS, NEOGOV CANNOT GUARANTEE THAT SUCH EVENTS WILL NOT OCCUR. ACCORDINGLY, NEOGOV DISCLAIMS ANY AND ALL LIABILITY RESULTING FROM OR RELATED TO SUCH EVENTS OR WITH RESPECT TO ANY THIRD PARTY SERVICES.

f) No Medical Advice. Through certain Services, NEOGOV may make certain telehealth related information available to Customer and/or facilitate user access to telemedicine, expert medical services, and/or emergency medical services. NEOGOV is independent from healthcare providers who provide telemedicine services and is not responsible for such healthcare providers' acts, omissions or for any content or communications made by them. The Services do not provide medical advice and do not create a healthcare provider/patient relationship between Customer and NEOGOV or otherwise. Any Services, or content accessed from the Services, are for informational purposes only and do not constitute medical advice. Customer should seek professional medical advice, diagnosis, and/or treatment for any and all medical conditions, whether as a result of using Services or otherwise. NEOGOV IS NOT RESPONSIBLE OR LIABLE FOR ANY ADVICE, COURSE OF TREATMENT, DIAGNOSIS OR ANY OTHER TREATMENT OR INFORMATION THAT CUSTOMER OR ITS USERS MAY OBTAIN THROUGH THE USE OF THE SERVICES.

14. Indemnification.

a) Customer Indemnity. To the extent permitted by applicable law, Customer will defend and indemnify NEOGOV from and against any claim, demand, suit or proceeding made or brought against NEOGOV (i) by a third party alleging that any Customer Data infringes or misappropriates such third party's intellectual property rights, (ii) in connection with Customer's violation of any applicable laws, or (iii) any claim or allegation by any third party resulting from or related to Customer's or any of its Authorized User's breach of Section 3 of this Agreement.

b) NEOGOV Indemnity. Subject to subsections 14(b)(i) through 14(b)(iii) and 14(c) of this Section, if a third party makes a claim against Customer that any NEOGOV intellectual property furnished by NEOGOV and used by Customer infringes a third party's intellectual property rights, NEOGOV will defend the Customer against the claim and indemnify the Customer from the damages and liabilities awarded by the court to the third-party claiming infringement or the settlement agreed to by NEOGOV.

i) Alternative Resolution. If NEOGOV believes or it is determined that any of the Services may have violated a third party's intellectual property rights, NEOGOV may choose to either modify the Services to be non-infringing or obtain a license to allow for continued use. If these alternatives are not commercially reasonable, NEOGOV may end the subscription or license for the Services and refund a pro-rata portion of any fees covering the whole months that would have remained, absent such early termination, following the effective date of such early termination.

ii) No Duty to Indemnify. NEOGOV will not indemnify Customer if Customer alters the Service or Service Specifications, or uses it outside the scope of use or if Customer uses a version of the Service or Service Specifications which has been superseded, if the infringement claim could have been avoided by using an unaltered current version of the Services or

Service Specifications which was provided to Customer, or if the Customer continues to use the infringing material after the subscription expires. NEOGOV will not indemnify the Customer to the extent that an infringement claim is based upon any information, design, specification, instruction, software, data, or material not furnished by NEOGOV. NEOGOV will not indemnify Customer for any portion of an infringement claim that is based upon the combination of Service or Service Specifications with any products or services not provided by NEOGOV. NEOGOV will not indemnify Customer for infringement caused by Customer's actions against any third party if the Services as delivered to Customer and used in accordance with the terms of the Agreement would not otherwise infringe any third-party intellectual property rights.

iii) Exclusive Remedy. This Section provides the exclusive remedy for any intellectual property infringement claims or damages against NEOGOV.

c) Indemnification Procedures. In order to receive the indemnities described hereunder, the indemnified party must: (i) promptly notify the indemnifying party, in writing, of any claim; (ii) cooperate reasonably with indemnifying party, at the indemnifying party's expense, in the defense and/or settlement thereof; and (iii) allow the indemnifying party to control the defense and/or settlement thereof except that the indemnifying party may not, without the indemnified party's prior written consent, enter into any settlement that does not unconditionally release the indemnified party from liability. The indemnified party shall have the right to participate in any defense of a claim and/or to be represented by counsel of its own choosing at its own expense, provided that ultimate control of such defense shall remain solely with the indemnifying party.

15. Limitations of Liability.

a) EXCLUSION OF DAMAGES. TO THE MAXIMUM EXTENT PERMITTED BY APPLICABLE LAW, IN NO EVENT WILL EITHER PARTY BE LIABLE UNDER OR IN CONNECTION WITH THIS AGREEMENT OR ITS SUBJECT MATTER UNDER ANY LEGAL OR EQUITABLE THEORY, INCLUDING BREACH OF CONTRACT, TORT (INCLUDING NEGLIGENCE), STRICT LIABILITY, AND OTHERWISE, INCLUDING FOR ANY: (a) LOSS OF PRODUCTION, USE, BUSINESS, REVENUE, OR PROFIT OR DIMINUTION IN VALUE; (b) IMPAIRMENT, INABILITY TO USE OR LOSS, INTERRUPTION OR DELAY OF THE SERVICES; (c) LOSS, DAMAGE, CORRUPTION OR RECOVERY OF DATA, OR BREACH OF DATA OR SYSTEM SECURITY; (d) COST OF REPLACEMENT GOODS OR SERVICES; (e) LOSS OF GOODWILL, LOSS OF BUSINESS OPPORTUNITY OR PROFIT, OR LOSS OF REPUTATION; OR (f) CONSEQUENTIAL, INCIDENTAL, INDIRECT, EXEMPLARY, ENHANCED, OR PUNITIVE DAMAGES, REGARDLESS OF WHETHER SUCH PERSONS WERE ADVISED OF THE POSSIBILITY OF SUCH LOSSES OR DAMAGES OR SUCH LOSSES OR DAMAGES WERE OTHERWISE FORESEEABLE, AND NOTWITHSTANDING THE FAILURE OF ANY AGREED OR OTHER REMEDY OF ITS ESSENTIAL PURPOSE.

b) CAP ON MONETARY LIABILITY. EXCEPT FOR DAMAGES ARISING OUT OF LIABILITY WHICH CANNOT BE LAWFULLY EXCLUDED OR LIMITED, OR CUSTOMER'S OBLIGATIONS TO MAKE PAYMENT UNDER THIS AGREEMENT, THE TOTAL AGGREGATE LIABILITY OF EITHER PARTY FOR ANY AND ALL CLAIMS AGAINST THE OTHER PARTY UNDER THIS AGREEMENT, WHETHER ARISING UNDER OR RELATED TO BREACH OF CONTRACT, TORT (INCLUDING NEGLIGENCE), STRICT LIABILITY, OR ANY OTHER LEGAL OR EQUITABLE THEORY, SHALL NOT EXCEED THE AMOUNT OF ALL PAYMENTS ACTUALLY RECEIVED BY NEOGOV FROM CUSTOMER IN CONNECTION WITH THIS AGREEMENT IN THE 12 MONTH PERIOD PRECEDING THE DATE OF THE FIRST EVENT INITIALLY GIVING RISE TO SUCH LIABILITY. THE EXISTENCE OF ONE OR MORE CLAIMS WILL NOT ENLARGE THE LIMIT.

16. Reimbursement of Costs in Third Party Litigation. With respect to any litigation or other court proceeding involving Customer and a third party, if any subpoena or other legally binding request related to such litigation or court proceeding is served to NEOGOV requesting copies of documents maintained by NEOGOV or otherwise requesting NEOGOV to appear as a witness in any capacity or provide testimony with respect to Customer's documentation, Customer shall reimburse NEOGOV for its out-of-pocket costs associated with compliance with such request, including but not limited to NEOGOV's reasonable attorneys' fees.

17. EOL Products. NEOGOV may, in its discretion, at certain times elect to discontinue development, distribution and/or support of any Service or any elements or versions of any Service, and thereby designate such Service or elements or versions as end of life ("EOL"). In the event that NEOGOV elects to announce EOL for any Service, NEOGOV will provide six (6) months prior written notice, which may be by direct notice or posting on the NEOGOV website. Customer will have a period of six (6) months after receipt of such notice to upgrade to the last commercially available (non-EOL) version of the Service, if applicable, or otherwise following the expiration of such six (6) month period, the Service shall be deemed terminated without penalty and a pro rata refund shall be provided to Customer for the remaining term of the Service. During the 6-month notice period, Customer may continue exercising all of the rights set forth in this Agreement with respect to such EOL Service.

18. Text Message Communications. NEOGOV may offer Personnel the opportunity to receive text messages regarding job application or hiring process reminders, applicant status updates, or other human resource related notices. Since these text message services depend on the functionality of third-party providers, there may be technical delays on the part of those providers. NEOGOV may make commercially reasonable efforts to provide alerts in a timely manner with accurate information, but cannot guarantee the delivery, timeliness, or accuracy of the content of any alert. NEOGOV shall not be liable for any delays, failure to deliver, or misdirected delivery of any alert; for any errors in the content of an alert; or for any actions taken or not taken by you or any third

party in reliance on an alert. NEOGOV cannot vouch for the technical capabilities of any third parties to receive such text messages. To the extent you utilize text messaging features, NEOGOV shall not be responsible for your use of such features, and you shall indemnify NEOGOV with respect to any damages resulting from your use including but not limited any violations of applicable law. NEOGOV MAKES NO WARRANTIES OR REPRESENTATIONS OF ANY KIND, EXPRESS, STATUTORY, OR IMPLIED AS TO: (a) THE AVAILABILITY OF TELECOMMUNICATION SERVICES; (b) ANY LOSS, DAMAGE, OR OTHER SECURITY INTRUSION OF THE TELECOMMUNICATION SERVICES; AND (c) ANY DISCLOSURE OF INFORMATION TO THIRD PARTIES OR FAILURE TO TRANSMIT ANY DATA, COMMUNICATIONS, OR SETTINGS CONNECTED WITH THE SERVICES.

19. Publicity. Unless otherwise provided in the applicable Order Form, NEOGOV may identify Customer as one of its customers and use Customer's logo for such purposes, subject to any trademark usage requirements specified by Customer.

20. Force Majeure. Except for Customer's payment obligations to NEOGOV, neither party shall be liable for any damages, costs, expenses or other consequences incurred by the other party or by any other person or entity for any act, circumstance, event, impediment or occurrence beyond such party's reasonable control, including, without limitation: (a) acts of God; (b) changes in or in the interpretation of any law, rule, regulation or ordinance; (c) strikes, lockouts or other labor problems; (d) transportation delays; (e) unavailability of supplies or materials; (f) fire or explosion; (g) riot, pandemic, military action or usurped power; (h) actions or failures to act on the part of a governmental authority; (i) internet service interruptions or slowdowns, vandalism or cyber-attacks, or (j) any other cause beyond the reasonable control of such party.

21. Independent Contractor; No Third Party Beneficiary; Fulfillment Partners. The relationship of the parties shall be deemed to be that of an independent contractor and nothing contained herein shall be deemed to constitute a partnership between or a joint venture by the parties hereto or constitute either party the employee or agent of the other. Customer acknowledges that nothing in this Agreement gives Customer the right to bind or commit NEOGOV to any agreements with any third parties. This Agreement is not for the benefit of any third party and shall not be deemed to give any right or remedy to any such party whether referred to herein or not. NEOGOV may designate any third-party affiliate, or other agent or subcontractor (each a "Fulfillment Partner"), without notice to, or the consent of, Customer, to perform such tasks and functions to complete any Services.

22. Entire Agreement; Amendment; Addendum. This Services Agreement, the Exhibits hereto, each Addendum (as may be applicable pursuant to the terms therein) and documents incorporated herein, the applicable Order Form, and Special Conditions (if any) constitute the entire agreement between the parties with respect to the subject matter hereof and supersede all prior or contemporaneous oral and written statements of any kind whatsoever made by the parties with respect to such subject matter. It is expressly agreed that the terms of this Agreement and any NEOGOV Order Form shall supersede the terms in any non-NEOGOV purchase order or other ordering document. Notwithstanding the foregoing, any conflict of terms shall be resolved by giving priority in accordance with the following order: 1) Special Conditions (if any), 2) NEOGOV Order Form, 3) the NEOGOV Services Agreement, and 4) incorporated documents (including the Exhibits and each applicable Addendum). This Agreement supersedes the terms and conditions of any clickthrough agreement associated with the Services. This Agreement may not be modified or amended (and no rights hereunder may be waived) except through a written instrument signed by the parties to be bound.

23. General.

    a) Governing Law and Venue. This Agreement shall be governed by and construed in accordance with the laws of the state of Georgia, without giving effect to conflict of law rules. Any legal action or proceeding relating to this Agreement shall be instituted only in any state court in Spalding County, Georgia or federal court in Atlanta, Georgia.

    b) Severability. If any provision of this Agreement is held to be illegal or unenforceable, such provision shall be limited or eliminated to the minimum extent necessary so that the remainder of this Agreement will continue in full force and effect. Provisions that survive termination or expiration are those relating to, without limitation, accrued rights to payment, acknowledgements and reservations of proprietary rights, confidentiality obligations, warranty disclaimers, and limitations of liability, and others which by their nature are intended to survive.

    c) Notices. All notices or other communications required or permitted hereunder shall be in writing and shall be deemed to have been duly given either when personally delivered, one (1) business day following delivery by recognized overnight courier or electronic mail, or three (3) business days following deposit in the U.S. mail, registered or certified, postage prepaid, return receipt requested. All such communications shall be sent to (i) Customer at the address set forth in the Order Form and (ii) NEOGOV at the address specified in the applicable Order Form.

    d) Waiver. The waiver, express or implied, by either party of any breach of this Agreement by the other party will not waive any subsequent breach by such party of the same or a different kind. This Agreement may be executed in two or more counterparts, each of which will be deemed an original, but all of which taken together shall constitute one and the same instrument.

    e) Electronic Delivery. Delivery of a copy of this Agreement or an Order Form bearing an original signature by electronic mail or by any other electronic means will have the same effect as physical delivery of the paper document bearing the original signature.

f) Assignment. Customer may not assign this Agreement without the express written approval of NEOGOV Any attempt at assignment in violation of this Section shall be null and void.

g) Construction. The parties intend this Agreement to be construed without regard to any presumption or rule requiring construction or interpretation against the party drafting an instrument or causing any instrument to be drafted. The exhibits, addendum, schedules, attachments, and appendices referred to herein are an integral part of this Agreement to the same extent as if they were set forth verbatim herein.

h) Subcontractors. For purposes of this Agreement, including any subsequent documentation requested by Customer pursuant to this Agreement, the term "subcontractors" shall exclude subcontractors (i) who perform routine software development and maintenance services which are not specific to the Customer, (ii) subcontractors who will not have any access to Customer Data, and (iii) subcontractors who have access to Customer Data solely within NEOGOV's or Customer's systems.,

IN WITNESS WHEREOF, the parties have caused this Agreement to be executed by their respective duly authorized officers as of the date set forth below, and consent to the Agreement.

Customer **CITY OF GRIFFIN**		**GovermentJobs.com, Inc. (D/B/A/ NEOGOV), on behalf of itself and its subsidiaries PowerDMS, Inc., Cuehit, Inc., Ragnasoft LLC (D/B/A/ PlanIT Schedule), and Design PD, LLC (D/B/A Agency360)**
Entity Name:	CITY OF GRIFFIN	
Signature:		Signature: DocuSigned by: Laura Rice 418B916484744BA...
Print Name:	Douglas S. Hollberg, Mayor	Print Name: Laura Rice
Date:	9.10.2024	Date: 9/3/2024 | 12:10:19 PM PDT

NEOGOV LEGAL KS 2:50 pm, Sep 03 2024

Attest:

Jessica W. O'Connor, Secretary

Approved as to Form:

Andrew J. Whalen, III

Andrew J. Whalen, III, City Attorney

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Exhibit A
Government Customer Addendum

If Customer is a Government Customer, the following Government Customer Addendum ("Government Addendum") forms part of the Services Agreement, and in the case of any conflict or inconsistency between the terms and provisions of this Addendum and any other provision of the Services Agreement, the terms of this Government Addendum shall control. For purposes hereof, a "Government Customer" means a Customer which is a (a) U.S. Federal agency, (b) state government, agency, department, or political subdivision (including a city, county or municipal corporation), or (c) instrumentality of any of the foregoing (including a municipal hospital or municipal hospital district, police or fire department, public library, park district, state college or university, Indian tribal economic development organization, or port authority).

1. **Applicability**. The provisions of this Addendum shall apply only if Customer is a Government Customer under the Services Agreement.

2. **Termination for Non-Appropriation of Funds on Multi-Year Deals**. Customer represents that it has received sufficient appropriation of funds by the applicable legislature (or other appropriate governmental body) ("Governmental Appropriation") for the first year of the term of any Order Form executed by Customer (the "First Year" and all such years following the First Year which are included in the term of an Order Form, the "Future Years"). If Customer is subject to federal, state or local law which makes Customer's financial obligations under this Services Agreement contingent upon Governmental Appropriation, and if such funds are not forthcoming or are insufficient due to failure of such Governmental Appropriation, then Customer will have the right to terminate the then remaining portion of any Future Years under the Services Agreement at no additional cost and with no penalty by giving prior written notice documenting the lack of funding. Customer will provide at least thirty (30) days advance written notice of such termination. Customer will use reasonable efforts to ensure appropriated funds are available. It is expressly agreed that Customer shall not activate this non-appropriation provision for its convenience or to circumvent the requirements of this Agreement, but only as an emergency fiscal measure during a substantial fiscal crisis, which affects generally its fiscal operations. If Customer terminates the Services Agreement under this Section 2, Customer agrees not to replace the Services with functionally similar products or services for a period of one year after the termination of the Services Agreement.

3. **Indemnification**. If Customer is prohibited by federal, state or local law from agreeing to hold harmless or indemnify third parties, Section 14(a) and the indemnification provision included in Section 17 of the Services Agreement shall not apply to Customer, to the extent disallowed by applicable law.

4. **Open Records**. If the Customer is subject to federal or state public records laws, including laws styled as open records, freedom of information, or sunshine laws ("Open Records Laws") the confidentiality requirements of Section 12 of the Services Agreement apply only to the extent permitted by Open Records Laws applicable to the Customer. This Section is not intended to be a waiver of any of the provisions of the applicable Open Records Laws, including, without limitation, the requirement for the Customer to provide notice and opportunity for NEOGOV to assert an exception to disclosure requirements in accordance with the applicable Open Records laws.

5. **Cooperative Purchasing**. As permitted by law, it is understood and agreed by Customer and NEOGOV that any (i) federal, state, local, tribal, or other municipal government (including all administrative agencies, departments, and offices thereof); (ii) any business enterprise in which a federal, state, local, tribal or other municipal entity has a full, majority, or other controlling interest; and/or (iii) any public school (including without limitation K-12 schools, colleges, universities, and vocational schools) (collectively referred to as the "New Entity") may purchase the Services specified herein in accordance with the terms and conditions of this Agreement. It is also understood and agreed that each New Entity will establish its own contract with NEOGOV, be invoiced therefrom and make its own payments to NEOGOV in accordance with the terms of the contract established between the New Entity and NEOGOV. With respect to any purchases by a New Entity pursuant to this Section, Customer: (i) shall not be construed as a dealer, re-marketer, representative, partner or agent of any type of NEOGOV, or such New Entity; (ii) shall not be obligated, liable or responsible for any order made by New Entities or any employee thereof under the agreement or for any payment required to be made with respect to such order; and (iii) shall not be obliged, liable or responsible for any failure by any New Entity to comply with procedures or requirements of applicable law or to obtain the due authorization and approval necessary to purchase under the agreement. Termination of this Agreement shall in no way limit NEOGOV from soliciting, entering into, or continuing a contractual relationship with any New Entity. Any New Entity who purchases Services under this Section hereby represents that is has the authority to use this Services Agreement for the purchase and that the use of the Services Agreement for the purchase is not prohibited by law or procurement regulations applicable to the New Entity.

Exhibit B
Integration Terms Addendum

NEOGOV offers integrations and platform APIs for integrations to third party systems ("Integration Services"). Customer may use only those Integration Services purchased or subscribed to as listed within the NEOGOV Order Form. The following terms (the "Integration Terms Addendum") shall apply to the extent that Customer utilizes a system integration between the Services and either:

(a) an affiliated integrated service, including those found at https://api.neogov.com/connect/marketplace.html and/or https://apidocs.powerdms.com ("Affiliated API") or to the extent that Customer utilizes a system integration between the Services and an unaffiliated third-party service ("Customer Application") integrated using NEOGOV's open API ("Open API"). Integration Services are not available for HRIS Services and this Exhibit B shall not apply to HRIS Services.

1. Provision of Integrations. Subject to and conditioned on compliance with all terms and conditions set forth in this Agreement, NEOGOV hereby grants Customer a limited, revocable, non-exclusive, non-transferable, non-sublicensable license during the applicable Term to use and/or access the Affiliated API as described in this Agreement, or the Open API for communication between Customer's human resource related third application(s) that will interoperate with NEOGOV Services (collectively these uses shall be referred to as the "API" or "Integration"). Customer acknowledges there are no implied licenses granted under this Agreement. NEOGOV reserves all rights that are not expressly granted. Customer may not use the API for any other purpose without our prior written consent. Customer may not share the API with any third party, must keep the API and all log-in information secure, and must use the API key as Customer sole means of accessing the API.

2. Integration Intellectual Property. All right, title, and interest in the API and any and all information, data, documents, materials, inventions, technologies, know-how, descriptions, requirements, plans, reports, works, intellectual property, software, hardware, systems, methods, processes, and inventions, customizations, enhancements, improvements and other modifications based on or derived from the API are and will remain, as appropriate, with NEOGOV. All right, title, and interest in and to the third-party materials, includingall intellectual property rights therein, are and will remain with their respective third-party rights holders subject to the terms and conditions of the applicable third-party license agreements. Customer has no right or license with respect to any third-party materials except as expressly licensed under such third-party license agreements.

3. Integration Terms of Use. Except as expressly authorized under this Agreement, you may not remove any proprietary notices from the API; use the API in any manner or for any purpose that infringes, misappropriates, or otherwise violates any intellectual property rightor other right of any person, or that violates any applicable law; combine or integrate the API with any software, technology, services, or materials not authorized by NEOGOV; design or permit Customer Application(s) to disable, override, or otherwise interfere with any NEOGOV-implemented communications to end users, consent screens, user settings, alerts, warning, or the like; use the API in any of Customer Application(s) to replicate or attempt to replace the user experience of the Services; or attempt to cloak or conceal Customer identity or the identity of Customer Application(s) when requesting authorization to use the API.

4. Customer Integration Responsibilities. Customer, Customer developed web or other software services or applications, and Customer third-party vendors that integrate with the API (collectively the "Customer Applications"), shall comply with all terms and conditions of this Agreement, all applicable laws, rules, and regulations, and all guidelines, standards, and requirements that may be posted on https://api.neogov.com/connect/index.html and/or https://apidocs.powerdms.com from time to time. In addition, Customer will not use the API in connection with or to promote any products, services, or materials that constitute, promote, or are used primarily for the purpose of dealing in spyware, adware,or other malicious programs or code, counterfeit goods, items subject to U.S. embargo, unsolicited mass distribution of email ("spam"),multi-level marketing proposals, hate materials, hacking, surveillance, interception, or descrambling equipment, libelous, defamatory, obscene, pornographic, abusive, or otherwise offensive content, stolen products, and items used for theft, hazardous materials, or any illegal activities.

5. Cooperation. If applicable, Customer shall timely provide such cooperation, assistance, and information as NEOGOV reasonably requests to enable the API. NEOGOV is not responsible or liable for any late delivery or delay or failure of performance caused in wholeor in part by Customer's delay in performing, or failure to perform, any of its obligations under this Agreement. NEOGOV will provide Customer maintenance and support services for API issues arising from the information technology designed, developed, and under then current control of NEOGOV. NEOGOV shall have no obligation to provide maintenance or support for issues arising from the inaction or action of Customer or third parties of which are outside NEOGOV control.

6. Provision of Open API. In the event license fees or other payments are not due in exchange for the right to use and access the Open API, you acknowledge and agree that this arrangement is made in consideration of the mutual covenants set forth in this Agreement, including, without limitation, the disclaimers, exclusions, and limitations of liability set forth herein. Notwithstanding the foregoing, NEOGOV reserves the right to charge for access with effect from the start of each Renewal Term by giving Customer at least ninety (90) day notice prior to commencement of a Renewal Term.

7. API Key. In order to use and access the Open API, you must obtain an Open API key through the registration process. Customer agreesto monitor Customer Applications for any activity that violates applicable laws, rules and regulation, or any terms and conditions of this Agreement, including any fraudulent, inappropriate, or potentially harmful behavior. This Agreement does not entitle Customer to any support for the Open API. You acknowledge that NEOGOV may update or modify the Open API from time to time and at our sole discretion and may require you to obtain and use the most recent version(s). You are required to make any such changes to Customer Applications that are required for integration as a result of such Update at Customer sole cost and expense. Updates may adversely affect how Customer Applications communicate with the Services.

8. Efficient Processing. You must use efficient programming, which will not cause an overwhelming number of requests to be made in too short a period of time, as-determined solely by NEOGOV. If this occurs, NEOGOV reserves the right to throttle your API connections,or suspend or terminate your access to the Open API. NEOGOV shall use reasonable efforts to provide

Customer notice and reasonable time to cure prior to taking such actions.

9. Open API Limitations. TO THE FULLEST EXTENT PERMITTED UNDER APPLICABLE LAW, IN NO EVENT WILL NEOGOV BE LIABLE TO CUSTOMER OR TO ANY THIRD PARTY UNDER ANY TORT, CONTRACT, NEGLIGENCE, STRICTLIABILITY, OR OTHER LEGAL OR EQUITABLE THEORY FOR ANY DIRECT, LOST PROFITS, LOST OR CORRUPTED DATA, COMPUTER FAILURE OR MALFUNCTION, INTERRUPTION OF BUSINESS, OR OTHER SPECIAL, INDIRECT, INCIDENTAL, OR CONSEQUENTIAL DAMAGES OF ANY KIND ARISING OUT OF THE USE OR INABILITY TO USE THE OPEN API; OR ANY DAMAGES, IN THE AGGREGATE, IN EXCESS OF FIFTY DOLLARS, EVEN IF NEOGOV HAS BEEN ADVISED OF THE POSSIBILITY OF SUCH LOSS OR DAMAGES AND WHETHER OR NOT SUCH LOSS OR DAMAGES AREFORESEEABLE OR NEOGOV WAS ADVISED OF THE POSSIBILITY OF SUCH DAMAGES. ANY CLAIM YOU MAY HAVE ARISING OUT OF OR RELATING TO THIS AGREEMENT MUST BE BROUGHT WITHIN ONE YEAR AFTER THE OCCURRENCE OF THE EVENT GIVING RISE TO SUCH CLAIM.

10. Open API Termination. Notwithstanding the additional Termination rights herein, NEOGOV may immediately terminate or suspend Customer access to Open APIs in our sole discretion at any time and for any reason, with or without notice or cause. In addition, your Open API subscription will terminate immediately and automatically without any notice if you violate any of the terms and conditions of this Agreement.

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PROFESSIONAL SERVICES ADDENDUM

1. DEFINITIONS.

"***NEOGOV Intellectual Property***" shall have the meaning set forth in the Agreement.

2. PROFESSIONAL SERVICES PROVISIONS.

2.1 Description of Professional Services. NEOGOV will provide the professional services to Customer as described in the applicable Order Form and/or Statement of Work which may include the following: training, set-up, implementation, Insight consultation, and/or assessment of and best practices concerning the SaaS Applications ("Professional Services"). Professional Services for initial product implementation or new user training purchased by a new Customer must be utilized within ninety (90) days of the Go-Live date for such products. Training and assessment services purchased by Customers after the Go-Live date must be used within ninety (90) days of the applicable Order Form or SOW, provided that for training related to Insight assessment the training hours must be used within ninety (90) days of the assessment completion date.

2.2 Customer's Obligations. Customer agrees to provide assistance, cooperation, information, equipment, and data reasonably necessary to enable NEOGOV to perform the Professional Services (collectively, "***Customer Cooperation***"). Customer acknowledges that NEOGOV's ability to provide Professional Services as set forth herein may be affected if Customer does not provide Customer Cooperation.

2.3 Project Management. Each party shall designate a project manager who shall work together with the other party's project manager to facilitate the efficient delivery of the Professional Services.

2.4 Change Order. In order to change the description of Professional Services under a Statement of Work, Customer will submit a written request to NEOGOV specifying the proposed changes in detail and NEOGOV will provide an estimate of the charges and anticipated changes in the delivery schedule that will result from the proposed change. NEOGOV will continue performing the Professional Services in accordance with this ***Addendum*** and the applicable Statement of Work until the parties agree in writing on the change in scope of work, scheduling, and fees. NEOGOV shall not be responsible for a delay in the performance of the Services resulting from such change order.

2.5 Proprietary Rights. NEOGOV shall own and retain all right, title and interest in and to the NEOGOV Intellectual Property and/or any and all derivatives, enhancements or modifications to the NEOGOV Intellectual Property, and all intellectual property and proprietary rights worldwide relating thereto. NEOGOV grants to Customer, for Customer's internal business purpose only, a non-exclusive, non-transferable, royalty-free license to use such NEOGOV Intellectual Property solely in connection with Customer's use of the services; provided, however, that the forgoing license does not include the right to modify, reverse engineer or otherwise alter the NEOGOV Intellectual Property or develop, offer or otherwise provide any product or service intended to replace or otherwise compete with the Services provided by NEOGOV in the Statement of Work.

2.6 Warranty. NEOGOV warrants for 90 days from the performance of any Professional Services by NEOGOV that such Professional Services shall be performed in a professional and workmanlike manner consistent with generally accepted industry standards. Customer must report in writing any breach of this warranty to NEOGOV during the relevant warranty period, and Customer's exclusive remedy and NEOGOV's entire liability for any breach of such warranty shall be the reperformance of the nonconforming Professional Services, or if NEOGOV is unable to perform the Professional Services as warranted, Customer shall be entitled to a refund of the fees paid to NEOGOV for the nonconforming Professional Services.

2.7 Acceptance. Customer must notify NEOGOV in writing within ten days of the delivery of the Professional Services that Customer believes such Professional Services are nonconforming, otherwise such Professional Services will be deemed to have been accepted by Customer. Customer's exclusive remedy and NEOGOV's entire liability for any nonconformance of the Professional Services shall be the reperformance of the nonconforming Professional Services, or if NEOGOV is unable to perform the Professional Services to be conforming, Customer shall be entitled to a refund of the fees paid to NEOGOV for the nonconforming Professional Services.

3. PAYMENT PROVISIONS.

3.1 Fees. Professional Services shall be provided under this ***Addendum*** at the rates set forth in the applicable Statement of Work or Order Form.

3.2 Payment Type. Unless otherwise stated in an applicable Order Form or Statement of Work, the Professional Services are provided on a fixed fee basis. Customer shall pay NEOGOV the fees stated in the applicable Statement of Work or Order Form plus all pre-approved travel and living expenses ("***Expenses***").

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Data Processing Addendum

This Data Processing Addendum ("DPA") supplements and forms part of the NEOGOV Services Agreement or other written or electronic agreement between NEOGOV and Customer for the purchase of online services from NEOGOV (hereinafter defined as "Services") (the "Services Agreement"). Any references to the Services Agreement will be construed as including this DPA. All capitalized terms not defined herein shall have the meaning given to them in the Services Agreement.

1. DEFINITIONS

"Affiliate" means any entity that directly or indirectly controls, is controlled by, or is under common control with the subject entity. "Control," for purposes of this definition, means direct or indirect ownership or control of more than 50% of the voting interests of the subject entity.

"Controller" means the entity which determines the purposes and means of the Processing of Personal Data.

"Data Protection Laws and Regulations" means, to the extent applicable: (a) the UK Data Protection Act 2018 and UK General Data Protection Regulation 2021 ("UK GDPR"); (b) Regulation (EU) 2016/679 of the European Parliament and of the Council of April 27, 2016 on the protection of natural persons with regard to the processing of personal data and on the free movement of such data, and repealing Directive 95/46/EC ("General Data Protection Regulation" or "GDPR"); (c) the California Consumer Privacy Act of 2018, California Civil Code § 1798.100 et seq., including its effective amendments and regulations thereto ("California Consumer Privacy Act" or "CCPA"); (d) the Swiss Federal Act on the Protection of Data ("FAPD") and (e) any other legally-binding data protection laws, rules, regulations, or implementing legislation applicable to NEOGOV's processing of Customer Personal Data, in eachcase, to the extent applicable to NEOGOV's Processing of Personal Data under the Services Agreement.

"Data Subject" means, as applicable the identified or identifiable natural person to whom Personal Data relates as defined by Data Protection Laws and Regulations.

"NEOGOV Group" means NEOGOV and its Affiliates engaged in the Processing of Personal Data under the Services Agreement.

"Personal Data" means any information relating to an identified or identifiable Data Subject where such information is provided to Processor by or on behalf of Controller, and maintained on behalf of, Controller by Processor within its Services environment, and is the type of information protected as "personal data" under Data Protection Laws and Regulations.

"Processing" means any operation or set of operations which is performed upon Personal Data, whether or not by automatic means, such as collection, recording, organization, structuring, storage, adaptation or alteration, retrieval, consultation, use, disclosure by transmission, dissemination or otherwise making available, alignment or combination, restriction, erasure or destruction.

"Processor" means the entity which Processes Personal Data on behalf of the Controller.

"Standard Contractual Clauses" means the standard contractual clauses for Processors annexed to the European Commission's decision (EU) 2021/914 of June 4 2021, as may be amended, updated, superseded or replaced from time to time for the transfer of personal data to processors established in third countries which do not ensure an adequate level of data protection.

"Sub-processor" means any Processor directly contracted by NEOGOV or a member of the NEOGOV Group to help NEOGOV provide the Services under the Services Agreement.

"Supervisory Authority" means an independent public authority which is established by an EU Member State pursuant to the GDPR.

2. Processing of Personal Data. To the extent NEOGOV Processes Personal Data on behalf of Customer in connection with the Services Agreement, it shall do so in accordance with the requirements of the Data Protection Laws and Regulations directlyapplicable to NEOGOV in the provision of its Services under the Services Agreement. The parties agree thatwith regard to the Processing of Personal Data by NEOGOV on behalf of Customer, Customer is the Controller, NEOGOV is the Processor and that NEOGOV and/or members of the NEOGOV Group will engage Sub-processors.

3. Customer Responsibilities. When using the Services, Customer shall Process Personal Data in accordance with Data Protection Laws and Regulations, including maintaining lawful basis (e.g., consent) and rights to use and provide Personal Data, as part of Customer Data. Customer's instructions for the Processing of Personal Data shall comply with Data Protection Laws and Regulations and NEOGOV's Processing of Persona Data shall not cause NEOGOV to violate Data Protection Laws and Regulations. For avoidance of doubt, deidentified data is not considered Personal Data. Customer is solely responsible for the accuracy, quality, and legality of Personal Data. Customer will: (i) maintain a clear and conspicuous privacy policy that discloses the data collection and usage (including third party tracking technologies) resulting from the services and that complies with Data Protection Laws and Regulations, provided that the privacy policy will not need to expressly identify the services unless otherwise required by Data Protection Laws and Regulations; and (ii) honor all individual rights and opt-out requests as required by applicable Data Protection Laws and Regulations.

4. NEOGOV's Responsibilities. NEOGOV shall treat Customer's Personal Data in a confidential manner, and shall only Process Personal Data for the following purposes: (i) Processing in accordance with the Services Agreement and applicable Order Form(s); (ii) Processing initiated by users in their use of the Services; and (iii) Processing to comply with other documented reasonable instructions provided by Customer (e.g., via email) where such instructions are consistent with the terms of the Services Agreement. NEOGOV shall not "Sell" Personal Data or "Share" Personal Data for purposes of "Cross-Context Behavioral Advertising" (as such terms are defined in the CCPA). NEOGOV shall not retain, use, or disclose Personal Data (i) for any purpose other than business purposes specified herein (including retaining, using or disclosing the Personal Data for a commercial purpose other than the business purpose specified herein) or as otherwise permitted by the CCPA or (ii) outside of the direct business relationship between Customer and NEOGOV. NEOGOV certifies that it understands the restrictions described in this Section 4 and will comply with them in accordance with the CCPA.

5. Data Protection Impact Assessments. If, pursuant to Data Protection Laws and Regulations, Customer is required to perform a data protection impact assessment (or prior consultation with a regulator having appropriate jurisdiction), upon Customer's request, NEOGOV shall provide such relevant written documentation as is made available by NEOGOV pursuant to this DPA and the Services Agreement. Any additional assistance, should the written documentation specified in this Section be deemed insufficient, shall be subject to written agreement between the parties.

6. Data Subject Requests. If NEOGOV receives a request from a Data Subject to exercise the Data Subject's right of access, right to rectification, restriction of Processing, erasure, data portability, object to the Processing, or its right not to be subject to an automated individual decision making (a "Data Subject Request"), NEOGOV shall notify Customer or direct such Data Subject to Customer. NEOGOV shall assist Customer by appropriate technical and organizational measures, as is technically feasible and commercially reasonable, for the fulfilment of Customer's obligation to respond to a Data Subject Request under Data Protection Laws and Regulation.

7. Security. NEOGOV shall implement and maintain appropriate technical and organizational measures designed for protection of the security, confidentiality and integrity of Customer Data, taking into account the nature, scope, context, purpose of processing, and costs of implementation. NEOGOV regularly monitors compliance with these measures and will not materially decrease the overall security of the Services during a subscription term under the applicable Order Form and the Services Agreement.

8. Sub-Processors; Objection. Customer acknowledges that: (a) NEOGOV's Affiliates may be retained as Sub-processors; and (b) NEOGOV and its Affiliates may engage third-party Sub-processors in connection with the provision and operation of the Services under the Services Agreement. Sub-processors used as of the date of this DPA are specified in Annex III of Schedule 1 attached to this DPA. Prior to engaging any third-party Sub- processors, NEOGOV or a NEOGOV Affiliate shall carry out appropriate due diligence on each Sub-processor and enter into a written agreement with each Sub-processor containing data protection obligations substantially similar to those in this Services Agreement with respect to the protection of Customer Data to the extent applicable to the nature of the Services provided by such Sub-processor. Customer may in good faith reasonably object to NEOGOV's use of a new Sub-processor by notifying NEOGOV promptly in writing within ten (10) days after NEOGOV's notice. Such notice shall explain the Customer's good faith, reasonable grounds for the objection. In the event Customer objects to a new Sub-processor, NEOGOV will use commercially reasonable efforts to make available to Customer a change in the Services or recommend a commercially reasonable change to Customer's configuration or use of the Services to avoid Processing of Personal Data by the objected-to new Sub-processor without unreasonably burdening the Customer. If the parties are unable to resolve such objection or NEOGOV is otherwise unwilling to resolve or make available such change within a reasonable period of time, Customer may terminate the applicable Order Form(s) with respect to those Services which cannot be provided by NEOGOV without the use of the objected-to new Sub- processor by providing written notice to NEOGOV.

9. Data Transfers.

   a) EU Data Transfers. Customer acknowledges and agrees that Personal Data may be transferred outside European Union countries to countries recognized by the European Commission as countries where there is an adequate level of protection as updated from time to time ("Authorized Location"). During the term of the Services Agreement, the parties shall comply with the terms and conditions of the Standard Contractual Clauses (Controller to Processor, a current copy is attached hereto as Schedule 1, and the Standard Contractual Clauses are fully incorporated into this DPA. In the event Customer agrees to a transfer of Personal Data outside an Authorized Location, such transfer shall be subject to the execution between the Parties of the EU Standard Contractual Clauses or any other alternative mean validated by GDPR.

   b) UK Data Transfers. In the event of a transfer of Personal Data outside of the UK that is not to an Authorized Location, the parties agree that the EU Standard Contractual Clauses shall be read in accordance with, and deemed amended by, the provisions of Part 2 (Mandatory Clauses) of the UK International Data Transfer Agreement ("IDTA"), and the Parties confirm that the information required for the purposes of Part 1 (Tables) of the UK IDTA is set out in this DPA.

   c) Swiss Data Transfers. In the event of a transfer of Personal Data outside of Switzerland that is not to an Authorized Location, the parties agree the EU Standard Contractual Clauses are to be understood as references to the Swiss FDAP insofar as the data transfers are subject exclusively to the Swiss FAPD and not to the GDPR. The term "member state" in the EU Standard Contractual Clauses shall not be interpreted in such a way as to exclude data subjects in Switzerland from the possibility of suing for their rights in their place of habitual residence (Switzerland) in accordance with Clause 18(c) of the EU Standard Contractual Clauses. Under Annex I(C) of the EU Standard Contractual Clauses (Competent supervisory authority): Where the transfer is subject exclusively to the Swiss FADP and not the GDPR, the supervisory authority is the Swiss Federal Data Protection and Information Commissioner; and Where the transfer is subject to both the Swiss FADP and the GDPR, the supervisory authority is the Swiss Federal Data Protection and Information Commissioner insofar as the transfer is governed by the Swiss FADP, and the supervisory authority is as set forth in the EU Standard Contractual Clauses insofar as the transfer is governed by the GDPR.

   d) Other Data Transfer Mechanism. For the avoidance of doubt, should the transfer mechanism specified in this Section 9 be deemed invalid by a regulator or court with applicable authority, the parties shall endeavor in good faith to negotiate an alternative mechanism (if available) to permit the continued transfer of Personal Data.

10. Data Export; Deletion. Upon written request, NEOGOV shall return Customer Data or direct Customer to self-service export, if available and subject to technical feasibility, and/or, to the extent allowed by Data Protection Laws and Regulations or legal obligation, to protect its rights, or copies held in its back up systems solely for disaster recovery systems, delete and make irretrievable Customer Data.

11. Incident Notice. NEOGOV maintains incident management policies and procedures, and shall notify Customer, without undue delay, of any breach of its security leading to the accidental or unlawful destruction, loss, alteration, unauthorized disclosure of, or access to Customer Data in connection with NEOGOV's provision of Services under the Services Agreement and of which NEOGOV becomes aware and which requires notification to be made to Customer, a Supervisory Authority and/or Data Subject under Data Protection Laws and Regulations (a "Breach Incident"). "Breach Incident(s)" will not include unsuccessful attempts or activities that do not compromise the security of Personal Data, including unsuccessful log-in attempts, and other network attacks on firewalls or networked systems. NEOGOV shall make reasonable efforts to identify the cause of such Breach Incident and take those steps as NEOGOV deems necessary and reasonable in order to remediate the cause of such a Breach Incident to the extent the remediation is within NEOGOV's reasonable control. Additionally, upon request, NEOGOV shall provide Customer with relevant information about the Breach Incident, as reasonably required to assist the Customer in ensuring Customer's compliance with its own obligations under Data Protection Laws and Regulations to notify any Supervisory Authority or Data Subject in the event of a Breach Incident. The obligations herein shall not apply to incidents that are caused by Customer or Customer's users or any non-NEOGOV products or services.

12. Liability Limits. Each party's and all of its Affiliates' liability, in the aggregate, arising out of or related to this DPA and NEOGOV, whether in contract, tort or under any other theory of liability, is subject to the 'Limitation of Liability' section of the Services Agreement, and any reference to the liability of a party means the total liability of that party and all of its Affiliates under the Services Agreement and all DPAs together.

13. Legal Effect and Conflict. This DPA shall become legally binding between Customer and NEOGOV upon execution of the Services Agreement. Once effective, this DPA shall be incorporated into and form part of the

Services Agreement or applicable Order Form. For matters not addressed under this DPA, the terms of the Services Agreement apply. In the event of a conflict between the terms of the Services Agreement and this DPA, the terms of this DPA will control. In the event of a conflict between the terms of the DPA and the Standard Contractual Clauses, the Standard Contractual Clauses will control.

14. List of Schedules:

Schedule 1: Standard Contractual Clauses

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EUROPEAN COMMISSION

Brussels, 4.6.2021 C(2021) 3972 final ANNEX

ANNEX

STANDARD CONTRACTUAL CLAUSES

SECTION I

Clause 1

Purpose and scope

a. The purpose of these standard contractual clauses is to ensure compliance with the requirements of Regulation (EU) 2016/679 of the European Parliament and of the Council of 27 April 2016 on the protection of natural persons with regard to the processing of personal data and on the free movement of such data (General Data Protection Regulation)[1] for the transfer of personal data to a third country.

b. The Parties:

   i. the natural or legal person(s), public authority/ies, agency/ies or other body/ies (hereinafter "entity/ies") transferring the personal data, as listed in Annex I.A. (hereinafter each "data exporter"), and

   ii. the entity/ies in a third country receiving the personal data from the data exporter, directly or indirectly via another entity also Party to these Clauses, as listed in Annex I.A. (hereinafter each "data importer")

have agreed to these standard contractual clauses (hereinafter: "Clauses").

c. These Clauses apply with respect to the transfer of personal data as specified in Annex I.B.

d. The Appendix to these Clauses containing the Annexes referred to therein forms an integral part of these Clauses.

Clause 2

Effect and invariability of the Clauses

a. These Clauses set out appropriate safeguards, including enforceable data subject rights and effective legal remedies, pursuant to Article 46(1) and Article 46 (2)(c) of Regulation (EU) 2016/679 and, with respect to data transfers from controllers to processors and/or processors to processors, standard contractual clauses pursuant to Article 28(7) of Regulation (EU) 2016/679, provided they are not modified, except to select the appropriate Module(s) or to add or update information in the Appendix. This does not prevent the Parties from including the standard contractual clauses laid down in these Clauses in a wider contract and/or to add other clauses or additional safeguards, provided that they do not contradict, directly or indirectly, these Clauses or prejudice the fundamental rights or freedoms of data subjects.

b. These Clauses are without prejudice to obligations to which the data exporter is subject by virtue of Regulation (EU) 2016/679.

Clause 3

Third-party beneficiaries

a. Data subjects may invoke and enforce these Clauses, as third-party beneficiaries, against the data exporter and/or data importer, with the following exceptions:

   i. Clause 1, Clause 2, Clause 3, Clause 6, Clause 7;

   ii. Clause 8 - Module Two: Clause 8.1(b), 8.9(a), (c), (d) and (e);

   iii. Clause 9 - Module Two: Clause 9(a), (c), (d) and (e);

   iv. Clause 12 - Module Two: Clause 12(a), (d) and (f);

v. Clause 13;
vi. Clause 15.1(c), (d) and (e);
vii. Clause 16(e);
viii. Clause 18 - Module Two: Clause 18(a) and (b);

b. Paragraph (a) is without prejudice to rights of data subjects under Regulation (EU) 2016/679.

Clause 4
Interpretation

a. Where these Clauses use terms that are defined in Regulation (EU) 2016/679, those terms shall have the same meaning as in that Regulation.
b. These Clauses shall be read and interpreted in the light of the provisions of Regulation (EU) 2016/679.
c. These Clauses shall not be interpreted in a way that conflicts with rights and obligations provided for in Regulation (EU) 2016/679.

Clause 5
Hierarchy

In the event of a contradiction between these Clauses and the provisions of related agreements between the Parties, existing at the time these Clauses are agreed or entered into thereafter, these Clauses shall prevail.

Clause 6
Description of the transfer(s)

The details of the transfer(s), and in particular the categories of personal data that are transferred and the purpose(s) for which they are transferred, are specified in Annex I.B.

Clause 7 - Optional
Docking clause

a. An entity that is not a Party to these Clauses may, with the agreement of the Parties, accede to these Clauses at any time, either as a data exporter or as a data importer, by completing the Appendix and signing Annex I.A.
b. Once it has completed the Appendix and signed Annex I.A, the acceding entity shall become a Party to these Clauses and have the rights and obligations of a data exporter or data importer in accordance with its designation in Annex I.A.
c. The acceding entity shall have no rights or obligations arising under these Clauses from the period prior to becoming a Party.

SECTION II – OBLIGATIONS OF THE PARTIES

Clause 8
Data protection safeguards

The data exporter warrants that it has used reasonable efforts to determine that the data importer is able, through the implementation of appropriate technical and organisational measures, to satisfy its obligations under these Clauses.

MODULE TWO: Transfer controller to processor

8.1 Instructions

a. The data importer shall process the personal data only on documented instructions from the data exporter. The data exporter may give such instructions throughout the duration of the contract.
b. The data importer shall immediately inform the data exporter if it is unable to follow those instructions.

8.2 Purpose limitation

The data importer shall process the personal data only for the specific purpose(s) of the transfer, as set out in Annex I.B, unless on further instructions from the data exporter.

8.3 Transparency

On request, the data exporter shall make a copy of these Clauses, including the Appendix as completed by the Parties, available to the data subject free of charge. To the extent necessary to protect business secrets or other confidential information, including the measures described in Annex II and personal data, the data exporter may redact part of the text of the Appendix to these Clauses prior to sharing a copy, but shall provide a meaningful summary where the data subject would otherwise not be able to understand the content or exercise his/her rights. On request, the Parties shall provide the data subject with the reasons for the redactions, to the extent possible without revealing the redacted information. This Clause is without prejudice to the obligations of the data exporter under Articles 13 and 14 of Regulation (EU) 2016/679.

8.4 Accuracy

If the data importer becomes aware that the personal data it has received is inaccurate, or has become outdated, it shall inform the data exporter without undue delay. In this case, the data importer shall cooperate with the data exporter to erase or rectify the data.

8.5 Duration of processing and erasure or return of data

Processing by the data importer shall only take place for the duration specified in Annex I.B. After the end of the provision of the processing services, the data importer shall, at the choice of the data exporter, delete all personal data processed on behalf of the data exporter and certify to the data exporter that it has done so, or return to the data exporter all personal data processed on its behalf and delete existing copies. Until the data is deleted or returned, the data importer shall continue to ensure compliance with these Clauses. In case of local laws applicable to the data importer that prohibit return or deletion of the personal data, the data importer warrants that it will continue to ensure compliance with these Clauses and will only process it to the extent and for as long as required under that local law.
This is without prejudice to Clause 14, in particular the requirement for the data importer under Clause 14(e) to notify the data exporter throughout the duration of the contract if it has reason to believe that it is or has become subject to laws or practices not in line with the requirements under Clause 14(a).

8.6 Security of processing

a. The data importer and, during transmission, also the data exporter shall implement appropriate technical and organisational measures to ensure the security of the data, including protection against a breach of security leading to accidental or unlawful destruction, loss, alteration, unauthorised disclosure or access to that data (hereinafter "personal data breach"). In assessing the appropriate level of security, the Parties

shall take due account of the state of the art, the costs of implementation, the nature, scope, context and purpose(s) of processing and the risks involved in the processing for the data subjects. The Parties shall in particular consider having recourse to encryption or pseudonymisation, including during transmission, where the purpose of processing can be fulfilled in that manner. In case of pseudonymisation, the additional information for attributing the personal data to a specific data subject shall, where possible, remain under the exclusive control of the data exporter. In complying with its obligations under this paragraph, the data importer shall at least implement the technical and organisational measures specified in Annex II. The data importer shall carry out regular checks to ensure that these measures continue to provide an appropriate level of security.

b. The data importer shall grant access to the personal data to members of its personnel only to the extent strictly necessary for the implementation, management and monitoring of the contract. It shall ensure that persons authorised to process the personal data have committed themselves to confidentiality or are under an appropriate statutory obligation of confidentiality.
c. In the event of a personal data breach concerning personal data processed by the data importer under these Clauses, the data importer shall take appropriate measures to address the breach, including measures to mitigate its adverse effects. The data importer shall also notify the data exporter without undue delay after having become aware of the breach. Such notification shall contain the details of a contact point where more information can be obtained, a description of the nature of the breach (including, where possible, categories and approximate number of data subjects and personal data records concerned), its likely consequences and the measures taken or proposed to address the breach including, where appropriate, measures to mitigate its possible adverse effects. Where, and in so far as, it is not possible to provide all information at the same time, the initial notification shall contain the information then available and further information shall, as it becomes available, subsequently be provided without undue delay.
d. The data importer shall cooperate with and assist the data exporter to enable the data exporter to comply with its obligations under Regulation (EU) 2016/679, in particular to notify the competent supervisory authority and the affected data subjects, taking into account the nature of processing and the information available to the data importer.

8.7 Sensitive data

Where the transfer involves personal data revealing racial or ethnic origin, political opinions, religious or philosophical beliefs, or trade union membership, genetic data, or biometric data for the purpose of uniquely identifying a natural person, data concerning health or a person's sex life or sexual orientation, or data relating to criminal convictions and offences (hereinafter "sensitive data"), the data importer shall apply the specific restrictions and/or additional safeguards described in Annex I.B.

8.8 Onward transfers

The data importer shall only disclose the personal data to a third party on documented instructions from the data exporter. In addition, the data may only be disclosed to a third party located outside the European Union[4] (in the same country as the data importer or in another third country, hereinafter "onward transfer") if the third party is or agrees to be bound by these Clauses, under the appropriate Module, or if:

i. the onward transfer is to a country benefitting from an adequacy decision pursuant to Article 45 of Regulation (EU) 2016/679 that covers the onward transfer;
ii. the third party otherwise ensures appropriate safeguards pursuant to Articles 46 or 47 Regulation of (EU) 2016/679 with respect to the processing in question;
iii. the onward transfer is necessary for the establishment, exercise or defence of legal claims in the context of specific administrative, regulatory or judicial proceedings; or
iv. the onward transfer is necessary in order to protect the vital interests of the data subject or of another natural person.

Any onward transfer is subject to compliance by the data importer with all the other safeguards under these Clauses, in particular purpose limitation.

8.9 Documentation and compliance

a. The data importer shall promptly and adequately deal with enquiries from the data exporter that relate to the processing under these Clauses.
b. The Parties shall be able to demonstrate compliance with these Clauses. In particular, the data importer shall keep appropriate documentation on the processing activities carried out on behalf of the data exporter.
c. The data importer shall make available to the data exporter all information necessary to demonstrate compliance with the obligations set out in these Clauses and at the data exporter's request, allow for and contribute to audits of the processing activities covered by these Clauses, at reasonable intervals or if there are indications of non- compliance. In deciding on a review or audit, the data exporter may take into account relevant certifications held by the data importer.
d. The data exporter may choose to conduct the audit by itself or mandate an independent auditor. Audits may include inspections at the premises or physical facilities of the data importer and shall, where appropriate, be carried out with reasonable notice.
e. The Parties shall make the information referred to in paragraphs (b) and (c), including the results of any audits, available to the competent supervisory authority on request.

Clause 9
Use of sub-processors

MODULE TWO: Transfer controller to processor

a. OPTION 2: GENERAL WRITTEN AUTHORISATION The data importer has the data exporter's general authorisation for the engagement of sub-processor(s) from an agreed list. The data importer shall specifically inform the data exporter in writing of any intended changes to that list through the addition or replacement of sub- processors at least 10 days in advance, thereby giving the data exporter sufficient time to be able to object to such changes prior to the engagement of the sub-processor(s). The data importer shall provide the data exporter with the information necessary to enable the data exporter to exercise its right to object.

b. Where the data importer engages a sub-processor to carry out specific processing activities (on behalf of the data exporter), it shall do so by way of a written contract that provides for, in substance, the same data protection obligations as those binding the data importer under these Clauses, including in terms of third-party beneficiary rights for data subjects.[8] The Parties agree that, by complying with this Clause, the data importer fulfils its obligations under Clause 8.8. The data importer shall ensure that the sub-processor complies with the obligations to which the data importer is subject pursuant to these Clauses.
c. The data importer shall provide, at the data exporter's request, a copy of such a sub- processor agreement and any subsequent amendments to the data exporter. To the extent necessary to protect business secrets or other confidential information, including personal data, the data importer may redact the text of the agreement prior to sharing a copy.
d. The data importer shall remain fully responsible to the data exporter for the performance of the sub-processor's obligations under its contract with the data importer. The data importer shall notify the data exporter of any failure by the sub- processor to fulfil its obligations under that contract.
e. The data importer shall agree a third-party beneficiary clause with the sub-processor whereby - in the event the data importer has factually disappeared, ceased to exist in law or has become insolvent - the data exporter shall have the right to terminate the sub-processor contract and to instruct the sub-processor to erase or return the personal data.

Clause 10
Data subject rights

MODULE TWO: Transfer controller to processor

a. The data importer shall promptly notify the data exporter of any request it has received from a data subject. It shall not respond to that request itself unless it has been authorised to do so by the data exporter.
b. The data importer shall assist the data exporter in fulfilling its obligations to respond to data subjects' requests for the exercise of their rights under Regulation (EU) 2016/679. In this regard, the Parties shall set out in Annex II the appropriate technical and organisational measures, taking into account the nature of the processing, by which the assistance shall be provided, as well as the scope and the extent of the assistance required.
c. In fulfilling its obligations under paragraphs (a) and (b), the data importer shall comply with the instructions from the data exporter.

Clause 11
Redress

a. The data importer shall inform data subjects in a transparent and easily accessible format, through individual notice or on its website, of a contact point authorised to handle complaints. It shall deal promptly with any complaints it receives from a data subject.

MODULE TWO: Transfer controller to processor

b. In case of a dispute between a data subject and one of the Parties as regards compliance with these Clauses, that Party shall use its best efforts to resolve the issue amicably in a timely fashion. The Parties shall keep each other informed about such disputes and, where appropriate, cooperate in resolving them.
c. Where the data subject invokes a third-party beneficiary right pursuant to Clause 3, the data importer shall accept the decision of the data subject to:
    i. lodge a complaint with the supervisory authority in the Member State of his/her habitual residence or place of work, or the competent supervisory authority pursuant to Clause 13;
    ii. refer the dispute to the competent courts within the meaning of Clause 18.
d. The Parties accept that the data subject may be represented by a not-for-profit body, organisation or association under the conditions set out in Article 80(1) of Regulation (EU) 2016/679.
e. The data importer shall abide by a decision that is binding under the applicable EU or Member State law.
f. The data importer agrees that the choice made by the data subject will not prejudice his/her substantive and procedural rights to seek remedies in accordance with applicable laws.

Clause 12
Liability

MODULE TWO: Transfer controller to processor

a. Each Party shall be liable to the other Party/ies for any damages it causes the other Party/ies by any breach of these Clauses.
b. The data importer shall be liable to the data subject, and the data subject shall be entitled to receive compensation, for any material or non-material damages the data importer or its sub-processor causes the data subject by breaching the third-party beneficiary rights under these Clauses.
c. Notwithstanding paragraph (b), the data exporter shall be liable to the data subject, and the data subject shall be entitled to receive compensation, for any material or non-material damages the data exporter or the data importer (or its sub-processor) causes the data subject by breaching the third-party beneficiary rights under these Clauses. This is without prejudice to the liability of the data exporter and, where the data exporter is a processor acting on behalf of a controller, to the liability of the controller under Regulation (EU) 2016/679 or Regulation (EU) 2018/1725, as applicable.
d. The Parties agree that if the data exporter is held liable under paragraph (c) for damages caused by the data importer (or its sub-processor), it shall be entitled to claim back from the data importer that part of the compensation corresponding to the data importer's responsibility for the damage.
e. Where more than one Party is responsible for any damage caused to the data subject as a result of a breach of these Clauses, all responsible Parties shall be jointly and severally liable and the data subject is entitled to bring an action in court against any of these Parties.
f. The Parties agree that if one Party is held liable under paragraph (e), it shall be entitled to claim back from the other Party/ies that part of the compensation corresponding to its / their responsibility for the damage.
g. The data importer may not invoke the conduct of a sub-processor to avoid its own liability.

Clause 13
Supervision

MODULE TWO: Transfer controller to processor

a. Where the data exporter is not established in an EU Member State, but falls within the territorial scope of application of Regulation (EU) 2016/679 in accordance with its Article 3(2) without however having to appoint a representative pursuant to Article 27(2) of Regulation (EU) 2016/679: The supervisory authority of one of the Member States in which the data subjects whose personal data is transferred under these Clauses in relation to the offering of goods or services to them, or whose behaviour is monitored, are located, as indicated in Annex I.C, shall act as competent supervisory authority.

b. The data importer agrees to submit itself to the jurisdiction of and cooperate with the competent supervisory authority in any procedures aimed at ensuring compliance with these Clauses. In particular, the data importer agrees to respond to enquiries, submit to audits and comply with the measures adopted by the supervisory authority, including remedial and compensatory measures. It shall provide the supervisory authority with written confirmation that the necessary actions have been taken.

SECTION III – LOCAL LAWS AND OBLIGATIONS IN CASE OF ACCESS BY PUBLIC AUTHORITIES

Clause 14
Local laws and practices affecting compliance with the Clauses

MODULE TWO: Transfer controller to processor

a. The Parties warrant that they have no reason to believe that the laws and practices in the third country of destination applicable to the processing of the personal data by the data importer, including any requirements to disclose personal data or measures authorising access by public authorities, prevent the data importer from fulfilling its obligations under these Clauses. This is based on the understanding that laws and practices that respect the essence of the fundamental rights and freedoms and do not exceed what is necessary and proportionate in a democratic society to safeguard one of the objectives listed in Article 23(1) of Regulation (EU) 2016/679, are not in contradiction with these Clauses.
b. The Parties declare that in providing the warranty in paragraph (a), they have taken due account in particular of the following elements:
    i. the specific circumstances of the transfer, including the length of the processing chain, the number of actors involved and the transmission channels used; intended onward transfers; the type of recipient; the purpose of processing; the categories and format of the transferred personal data; the economic sector in which the transfer occurs; the storage location of the data transferred;
    ii. the laws and practices of the third country of destination– including those requiring the disclosure of data to public authorities or authorising access by such authorities – relevant in light of the specific circumstances of the transfer, and the applicable limitations and safeguards[12];
    iii. any relevant contractual, technical or organisational safeguards put in place to supplement the safeguards under these Clauses, including measures applied during transmission and to the processing of the personal data in the country of destination.
c. The data importer warrants that, in carrying out the assessment under paragraph (b), it has made its best efforts to provide the data exporter with relevant information and agrees that it will continue to cooperate with the data exporter in ensuring compliance with these Clauses.
d. The Parties agree to document the assessment under paragraph (b) and make it available to the competent supervisory authority on request.
e. The data importer agrees to notify the data exporter promptly if, after having agreed to these Clauses and for the duration of the contract, it has reason to believe that it is or has become subject to laws or practices not in line with the requirements under paragraph (a), including following a change in the laws of the third country or a measure (such as a disclosure request) indicating an application of such laws in practice that is not in line with the requirements in paragraph (a). The data exporter shall forward the notification to the controller.
f. Following a notification pursuant to paragraph (e), or if the data exporter otherwise has reason to believe that the data importer can no longer fulfil its obligations under these Clauses, the data exporter shall promptly identify appropriate measures (e.g. technical or organisational measures to ensure security and confidentiality) to be adopted by the data exporter and/or data importer to address the situation, if appropriate in consultation with the controller.

g. The data exporter shall suspend the data transfer if it considers that no appropriate safeguards for such transfer can be ensured, or if instructed by the controller or the competent supervisory authority to do so. In this case, the data exporter shall be entitled to terminate the contract, insofar as it concerns the processing of personal data under these Clauses. If the contract involves more than two Parties, the data exporter may exercise this right to termination only with respect to the relevant Party, unless the Parties have agreed otherwise. Where the contract is terminated pursuant to this Clause, Clause 16(d) and (e) shall apply.

Clause 15

Obligations of the data importer in case of access by public authorities

MODULE TWO: Transfer controller to processor

15.1 Notification

a. The data importer agrees to notify the data exporter and, where possible, the data subject promptly (if necessary with the help of the data exporter) if it:
   i. receives a legally binding request from a public authority, including judicial authorities, under the laws of the country of destination for the disclosure of personal data transferred pursuant to these Clauses; such notification shall include information about the personal data requested, the requesting authority, the legal basis for the request and the response provided; or
   ii. becomes aware of any direct access by public authorities to personal data transferred pursuant to these Clauses in accordance with the laws of the country of destination; such notification shall include all information available to the importer. The data exporter shall forward the notification to the controller.

b. If the data importer is prohibited from notifying the data exporter and/or the data subject under the laws of the country of destination, the data importer agrees to use its best efforts to obtain a waiver of the prohibition, with a view to communicating as much information as possible, as soon as possible. The data importer agrees to document its best efforts in order to be able to demonstrate them on request of the data exporter.
c. Where permissible under the laws of the country of destination, the data importer agrees to provide the data exporter, at regular intervals for the duration of the contract, with as much relevant information as possible on the requests received (in particular, number of requests, type of data requested, requesting authority/ies, whether requests have been challenged and the outcome of such challenges, etc.). The data exporter shall forward the information to the controller.

d. The data importer agrees to preserve the information pursuant to paragraphs (a) to (c) for the duration of the contract and make it available to the competent supervisory authority on request.
e. Paragraphs (a) to (c) are without prejudice to the obligation of the data importer pursuant to Clause 14(e) and Clause 16 to inform the data exporter promptly where it is unable to comply with these Clauses.

15.2 Review of legality and data minimisation

a. The data importer agrees to review the legality of the request for disclosure, in particular whether it remains within the powers granted to the requesting public authority, and to challenge the request if, after careful assessment, it concludes that there are reasonable grounds to consider that the request is unlawful under the laws of the country of destination, applicable obligations under international law and principles of international comity. The data importer shall, under the same conditions, pursue possibilities of appeal. When challenging a request, the data importer shall seek interim measures with a view to suspending the effects of the request until the competent judicial authority has decided on its merits. It shall not disclose the personal data requested until required to do so under the applicable procedural rules. These requirements are without prejudice to the obligations of the data importer under Clause 14(e).
b. The data importer agrees to document its legal assessment and any challenge to the request for disclosure and, to the extent permissible under the laws of the country of destination, make the documentation available to the data exporter. It shall also make it available to the competent supervisory authority on request. The data exporter shall make the assessment available to the controller.

c. The data importer agrees to provide the minimum amount of information permissible when responding to a request for disclosure, based on a reasonable interpretation of the request.

SECTION IV – FINAL PROVISIONS

Clause 16
Non-compliance with the Clauses and termination

a. The data importer shall promptly inform the data exporter if it is unable to comply with these Clauses, for whatever reason.
b. In the event that the data importer is in breach of these Clauses or unable to comply with these Clauses, the data exporter shall suspend the transfer of personal data to the data importer until compliance is again ensured or the contract is terminated. This is without prejudice to Clause 14(f).
c. The data exporter shall be entitled to terminate the contract, insofar as it concerns the processing of personal data under these Clauses, where:
    i. the data exporter has suspended the transfer of personal data to the data importer pursuant to paragraph (b) and compliance with these Clauses is not restored within a reasonable time and in any event within one month of suspension;
    ii. the data importer is in substantial or persistent breach of these Clauses; or
    iii. the data importer fails to comply with a binding decision of a competent court or supervisory authority regarding its obligations under these Clauses.

- In these cases, it shall inform the competent supervisory authority and the controller of such non-compliance. Where the contract involves more than two Parties, the data exporter may exercise this right to termination only with respect to the relevant Party, unless the Parties have agreed otherwise.

d. Personal data that has been transferred prior to the termination of the contract pursuant to paragraph (c) shall at the choice of the data exporter immediately be returned to the data exporter or deleted in its entirety. The same shall apply to any copies of the data. The data importer shall certify the deletion of the data to the data exporter. Until the data is deleted or returned, the data importer shall continue to ensure compliance with these Clauses. In case of local laws applicable to the data importer that prohibit the return or deletion of the transferred personal data, the data importer warrants that it will continue to ensure compliance with these Clauses and will only process the data to the extent and for as long as required under that local law.

e. Either Party may revoke its agreement to be bound by these Clauses where (i) the European Commission adopts a decision pursuant to Article 45(3) of Regulation (EU) 2016/679 that covers the transfer of personal data to which these Clauses apply; or (ii) Regulation (EU) 2016/679 becomes part of the legal framework of the country to which the personal data is transferred. This is without prejudice to other obligations applying to the processing in question under Regulation (EU) 2016/679.

Clause 17
Governing law

MODULE TWO: Transfer controller to processor

OPTION 1: These Clauses shall be governed by the law of one of the EU Member States, provided such law allows for third-party beneficiary rights. The Parties agree that this shall be the law of Ireland (*specify Member State*).

Clause 18
Choice of forum and jurisdiction

MODULE TWO: Transfer controller to processor

a. Any dispute arising from these Clauses shall be resolved by the courts of an EU Member State.
b. The Parties agree that those shall be the courts of Ireland (*specify Member State*).
c. A data subject may also bring legal proceedings against the data exporter and/or data importer before the courts of the Member State in which he/she has his/her habitual residence.
d. The Parties agree to submit themselves to the jurisdiction of such courts.

---

1 Where the data exporter is a processor subject to Regulation (EU) 2016/679 acting on behalf of a Union institution or body as controller, reliance on these Clauses when engaging another processor (sub-processing) not subject to Regulation (EU) 2016/679 also ensures compliance with Article 29(4) of Regulation (EU) 2018/1725 of the European Parliament and of the Council of 23 October 2018 on the protection of natural persons with regard to the processing of personal data by the Union institutions, bodies, offices and agencies and on the free movement of such data, and repealing Regulation (EC) No 45/2001 and Decision No 1247/2002/EC (OJ L 295 of 21.11.2018, p. 39), to the extent these Clauses and the data protection obligations as set out in the contract or other legal act between the controller and the processor pursuant to Article 29(3) of Regulation (EU) 2018/1725 are aligned. This will in particular be the case where the controller and processor rely on the standard contractual clauses included in Decision [...].

2 This requires rendering the data anonymous in such a way that the individual is no longer identifiable by anyone, in line with recital 26 of Regulation (EU) 2016/679, and that this process is irreversible.

3 The Agreement on the European Economic Area (EEA Agreement) provides for the extension of the European Union's internal market to the three EEA States Iceland, Liechtenstein and Norway. The Union data protection legislation, including Regulation (EU) 2016/679, is covered by the EEA Agreement and has been incorporated into Annex XI thereto. Therefore, any disclosure by the data importer to a third party located in the EEA does not qualify as an onward transfer for the purpose of these Clauses.

4 The Agreement on the European Economic Area (EEA Agreement) provides for the extension of the European Union's internal market to the three EEA States Iceland, Liechtenstein and Norway. The Union data protection legislation, including Regulation (EU) 2016/679, is covered by the EEA Agreement and has been incorporated into Annex XI thereto. Therefore, any disclosure by the data importer to a third party located in the EEA does not qualify as an onward transfer for the purpose of these Clauses.

5 See Article 28(4) of Regulation (EU) 2016/679 and, where the controller is an EU institution or body, Article 29(4) of Regulation (EU) 2018/1725.

6 The Agreement on the European Economic Area (EEA Agreement) provides for the extension of the European Union's internal market to the three EEA States Iceland, Liechtenstein and Norway. The Union data protection legislation, including Regulation (EU) 2016/679, is covered by the EEA Agreement and has been incorporated into Annex XI thereto. Therefore, any disclosure by the data importer to a third party located in the EEA does not qualify as an onward transfer for the purposes of these Clauses.

7 This includes whether the transfer and further processing involves personal data revealing racial or ethnic origin, political opinions, religious or philosophical beliefs, or trade union membership, genetic data or biometric data for the

purpose of uniquely identifying a natural person, data concerning health or a person's sex life or sexual orientation, or data relating to criminal convictions or offences.

[8] This requirement may be satisfied by the sub-processor acceding to these Clauses under the appropriate Module, in accordance with Clause 7.

[9] This requirement may be satisfied by the sub-processor acceding to these Clauses under the appropriate Module, in accordance with Clause 7.

[10] That period may be extended by a maximum of two more months, to the extent necessary taking into account the complexity and number of requests. The data importer shall duly and promptly inform the data subject of any such extension.

[11] The data importer may offer independent dispute resolution through an arbitration body only if it is established in a country that has ratified the New York Convention on Enforcement of Arbitration Awards.

[12] As regards the impact of such laws and practices on compliance with these Clauses, different elements may be considered as part of an overall assessment. Such elements may include relevant and documented practical experience with prior instances of requests for disclosure from public authorities, or the absence of such requests, covering a sufficiently representative time-frame. This refers in particular to internal records or other documentation, drawn up on a continuous basis in accordance with due diligence and certified at senior management level, provided that this information can be lawfully shared with third parties. Where this practical experience is relied upon to conclude that the data importer will not be prevented from complying with these Clauses, it needs to be supported by other relevant, objective elements, and it is for the Parties to consider carefully whether these elements together carry sufficient weight, in terms of their reliability and representativeness, to support this conclusion. In particular, the Parties have to take into account whether their practical experience is corroborated and not contradicted by publicly available or otherwise accessible, reliable information on the existence or absence of requests within the same sector and/or the application of the law in practice, such as case law and reports by independent oversight bodies.

APPENDIX

EXPLANATORY NOTE:

It must be possible to clearly distinguish the information applicable to each transfer or category of transfers and, in this regard, to determine the respective role(s) of the Parties as data exporter(s) and/or data importer(s). This does not necessarily require completing and signing separate appendices for each transfer/category of transfers and/or contractual relationship, where this transparency can [be] achieved through one appendix. However, where necessary to ensure sufficient clarity, separate appendices should be used.

ANNEX I

A. LIST OF PARTIES

Data exporter(s): The entity identified as "Customer" in the DPA or Services Agreement

Data importer(s): Governmentjobs.com, Inc. (D/B/A/ NEOGOV), parent company of PowerDMS, Inc., Cuehit, Inc., Ragnasoft LLC (D/B/A/ PlanIT Schedule), and Design PD, LLC (D/B/A Agency360) (collectively, "NEOGOV")

1. Name: NEOGOV
2120 Park Place, Suite 100, El Segundo, CA 90245

Contact Anurag Ojha, CISO and contact details: Tel.: 310-426-6304 Fax: 310-426-6305 privacy@governmentjobs.com

Activities relevant to the data transferred under these Clauses: NEOGOV provides cloud-based human resource and public safety software services and support solutions which process Personal Data upon the written instruction of the data exporter in accordance with the terms of the Services Agreement and this DPA.
Role (controller/processor): processor

B. DESCRIPTION OF TRANSFER

Categories of data subjects whose personal data is transferred

Data exporter may submit Personal Data to the SCC Services, the extent of which is determined and controlled by the data exporter in its sole discretion, and which may include, but is not limited to Personal Data relating to the following categories of data subjects:

- Customers, business partners, prospects, vendors, job applicants, employees, agents, advisors, freelancers, or contact persons of data exporter (who are natural persons), as well as employees or contact persons of all of the foregoing
- Any other users (who are natural persons) authorized by data exporter to use the SCC Services

Categories of personal data transferred

Data exporter may submit Personal Data to the SCC Services, the extent of which is determined and controlled by the data exporter in its sole discretion, and which may include, but is not limited to the following categories of Personal Data:

- First and last name
  - Title
  - Position
  - Employer
  - Contact information (company, email, phone, physical business address)
- ID data
  - Professional life data
  - Personal life data
  - Connection data
  - Localisation data
- Driver's license, social security number, other government identifiers
- Address
- Work and education history
- Age
- Signature

Sensitive data transferred (if applicable) and applied restrictions or safeguards that fully take into consideration the nature of the data and the risks involved, such as for instance strict purpose limitation, access restrictions (including access only for staff having followed specialised training), keeping a record of access to the data, restrictions for onward transfers or additional security measures.

• Data exporter may submit special categories of data to the Services, the extent of which is determined and controlled by the data exporter in its sole discretion, and which is for the sake of clarity Personal Data with information revealing racial or ethnic origin, political opinions, religious or philosophical beliefs, trade-union membership, and the processing of data concerning health or sex life

The frequency of the transfer (e.g. whether the data is transferred on a one-off or continuous basis).

Transfer is continuous

Nature of the processing

Collecting, storing, deleting, altering, transferring and other processing as set forth in the agreement between the data exporter and data importer or data importer's affiliate for the provision of data importer's cloud-based human resource and public safety software services and support solutions, and related support, maintenance, implementation and training services

Purpose(s) of the data transfer and further processing

The objective of Processing of Personal Data by data importer is in furtherance of servicing the Customer, as well as the performance and operation of the SCC Services pursuant to the Services Agreement.

The period for which the personal data will be retained, or, if that is not possible, the criteria used to determine that period

Duration of the processing shall correspond to the duration of the Services Agreement except where otherwise required by applicable law or legal obligation, or for NEOGOV to protect its rights or those of a third party.

For transfers to (sub-)processors, also specify subject matter, nature and duration of the processing

When sub-processors are involved (see list provided), transfer is limited to transfer necessary for the performance of the agreement, and for its duration.

C. COMPETENT SUPERVISORY AUTHORITY

MODULE TWO: Transfer controller to processor

Identify the competent supervisory authority/ies in accordance with Clause 13, and where possible, select the Irish Data Protection Commission.

...

ANNEX II - TECHNICAL AND ORGANISATIONAL MEASURES INCLUDING TECHNICAL AND ORGANISATIONAL MEASURES TO ENSURE THE SECURITY OF THE DATA

MODULE TWO: Transfer controller to processor

EXPLANATORY NOTE:
The technical and organisational measures must be described in specific (and not generic) terms. See also the general comment on the first page of the Appendix, in particular on the need to clearly indicate which measures apply to each transfer/set of transfers.

Description of the technical and organisational measures implemented by the data importer(s) (including any relevant certifications) to ensure an appropriate level of security, taking into account the nature, scope, context and purpose of the processing, and the risks for the rights and freedoms of natural persons.

Data importer will maintain administrative, physical, and technical safeguards for protection of the security, confidentiality and integrity of any Personal Data uploaded to the SCC Services or otherwise maintained on behalf of data exporter (as Data Controller). Data importer reserves the right to update the security controls from time-to-time, provided that at no time shall data importer materially and to the adverse impact of data exporter, decrease the overall security of the SCC Services during a subscription term.

Measures in place:

- Measures of pseudonymisation and encryption of personal data
- Measures for ensuring ongoing confidentiality, integrity, availability and resilience of processing systems and services
- Measures for ensuring the ability to restore the availability and access to personal data in a timely manner in the event of a physical or technical incident
- Processes for regularly testing, assessing and evaluating the effectiveness of technical and organisational measures in order to ensure the security of the processing
- Measures for user identification and authorisation
- Measures for the protection of data during transmission
- Measures for the protection of data during storage
- Measures for ensuring system configuration, including default configuration
- Measures for internal IT and IT security governance and management
- Measures for certification/assurance of processes and products

For transfers to (sub-) processors, also describe the specific technical and organisational measures to be taken by the (sub-) processor to be able to provide assistance to the controller and, for transfers from a processor to a sub-processor, to the data exporter

ANNEX III – LIST OF SUB-PROCESSORS

MODULE TWO: Transfer controller to processor MODULE

THREE: Transfer processor to processor

The controller has authorized the use of the following sub-processors:

Sub-Processor	Use	NEOGOV or PowerDMS Products
Amazon Web Services	Compute, storage, email sending from in app	PowerDMS
Google	Customer communications, analytics	All
Salesforce	Sales process and customer service	All
GuideCS	Implementation	All

NEOGOV™

PowerDMS
Digital Management Software
A NEOGOV Company

Docebo	Implementation, training	PowerDMS
Gainsight	Analytics	All
DataDog	Application health monitoring	PowerDMS
AppDynamics	Application health monitoring	NEOGOV
MailGun	Outbound email service	NEOGOV
Twilio	Outbound email and text messaging	PowerDMS
Azure Commercial Cloud	Computer and storage	NEOGOV

AGENDA ITEM SUMMARY

ITEM SUMMARY:

Consider declaring as surplus certain out-of-life cycle information technology equipment and selling it through GovDeals online auction service (see attachment). *Chief Technology Officer, Gibb Cotton, will address.*

SPECIAL CONSIDERATIONS OR CONCERNS:

The out-of-life cycle IT equipment must be sold to free up storage space.

STAFF RECOMMENDATION:

Staff recommends approval.

FINANCIAL IMPACT:

The sale will liquidate surplus Information Technology equipment and bring additional revenue back to the City of Griffin.

Submitted By:
Gibb Cotton

Meeting Date:
13/01/2026

Reviewed By:
Jessica O'Connor

ATTACHMENTS:
Surplus 2025-2.pdf

Model	Serial #	Service Tag
Juniper 12 Port		
EX2300-C	HV0219090132	
EX2300-C	HV0218330127	
EX2300-C	HV0218330476	
EX2300-C	HV0218330425	
EX2300-C	HV0218330277	
EX2300-C	HV0219090342	
EX2300-C	HV0218330446	
EX2300-C	HV0218330444	
Juniper 48 Port		
EX2300-48P	JW3619100150	
EX2300-48P	JW0218200305	
EX2300-48P	JW0219250459	
EX2300-48P	JW0219120777	
EX2300-48P	JW0218200368	
EX2300-48P	JW0218200050	
EX2300-48P	JW0218130049	
EX2300-48P	JW3620130629	
EX2300-48P	JW0218130125	
Juniper 24 Port		
EX2300-24P	JY0218340748	
EX2300-24P	JY0218340503	
EX2300-24P	JY0218260032	
EX2300-24P	JY0217410243	
PC Towers		
Dell Precision 3630 Tower	6NBL7X2	
Laptops		
Dell Precision 3550	FR1CP73	
Dell Latitude E5540	F1DBWZ1	
Dell Latitude 5420 Rugged	GDSCYX2	
Dell Precision 3550	HJ8BP73	
Tablets		
Microsoft Surface Pro 7+	029978714953	
Microsoft Surface Pro (5th Gen)	009137103953	
Server's / Storage		
HB-1235	SHU0946164L6KP9	
HB-1235	SHU0946164G40NQ	
HB-1235	SHU0946164L6E6P	
HB-1235	SHU0946164G1HGR	
Power Edge R620	13794604525	64CY8Z1
Power Edge R620	13794557869	6C4Y8Z1
Dell Storage SC8000	24463455482	B8KWR22
Dell Storage SC8000	24462103754	B8K3S22
Power Edge R730	7315471010	3CZFXk2
Power Edge R730	2272237346	11KTXK2
Power Vault E03J	YMF16A01	

Model	Serial #	Service Tag
Power Vault E03J	6P8RBM1	
Dell Compellent SC200	22K2B42	
Dell IDPA	APM00200308107	H64DH13
External Hard drive		
Quadra V3	1554130923318OUHB	
Fax Machines		
Adtran 2nd GEN	4212908L1	
Fax Finder FF830	15622632	
Fax Finder FF840. R2	20195966	
Other Switches		
6430-C12	17898939595833	
FWS624G-POE	MBAN06H02S	
ICX6430-24P	BZM3230M07K	
ICX7450-48P	CYR3314L03F	
ICX7450-24P	CYU3349K03S	
ICX6610-24F	BXL3815M08M	
ICX6610-24F	BXL3815M08S	
ICX6430-24P	BZM3230M07M	
FWS 624G-POE	AN08480153	
Dell E06W	N3048P	
Dell E17W	N1108P-ON	
Sonic Walls		
NSA 5600	C0EAE49C42DE	
NSA 5600	C0EAE49C3E3A	
Peplinks		
MAX-BR1-MINI	192F0BED9998	
MAX-BR1-MINI	192F0C80F844	
MAX-BR1-MINI	192F0E10634F	
MAX-BR1-MINI	192F09FA8AEC	
MAX-BR1-MINI	192F0EFE8DAF	
MAX-BR1-MINI	192F10395FDB	
MAX-BR1-MINI	192F0B92EE60	
MAX-BR1-MINI	192F0D00714D	
MAX-BR1-MINI	192F10244E07	
MAX-BR1-MINI	192F09A9DFDA	
MAX-BR1-MINI	293A-3AFA-DEAC	
MAX-BR1-MINI	2935-0349-A36E	
MAX-BR1-MINI	2937-6A48-E850	
MAX-BR1-MINI	2935-0E86-6290	
MAX-BR1-MINI	2935-0270-91F5	
MAX-BR1-MINI	2935-015F-B00B	
MAX-BR1-MINI	2935-018B-6D42	
MAX-BR1-MINI	2935-0342-A3D5	
Mobile Phones		
iPhones - various models	CD9L54PXVV	
	D2RWN9MP47	
	D9X7Y0JVKL	

Model	Serial #	Service Tag
	DFL7145R9Y	
	DT4W92R6MC	
	DX3G8KSCKXKN	
	F7JCQ0LXT7	
	FFMGGAV0PLJM	
	FHP4HK3PKC	
	FPCV4YTPH6	
	FXYXM6L3PX	
	FY6XN33C6R	
	G4PQL7N9WN	
	G65L91F60X	
	GCVFJX5HV9	
	GXYV4FQD43	
	H4QVDW03GW	
	HT2JVZA50DXP	
	HT2JY8YM0DXP	
	HT2K1B9W0DXP	
	HT2K1LJV0DXP	
	HT2K207A0DXP	
	HT2K20NP0DXP	
	HT2K20T20DXP	
	HT2K20X90DXP	
	HT2K21B30DXP	
	HT2K21E60DXP	
	HT2K220Q0DXP	
	HT2K224F0DXP	
	HT2K23X00DXP	
	HT2K24DA0DXP	
	HT2K24X90DXP	
	HT2K24Z00DXP	
	J9C2H2XTK9	
	JJ75XK1GX9	
	JLQP999V2R	
	JN4LXKV263	
	JV9L6H09QG	
	JXH3QN4717	
	JYVXWW05D4	
	K5FCQ3JN1X	
	K6YQXVC33F	
	L3756HLH2J	
	L6HD6C4KGV	
	L9RCQ9J93K	
	LFMXGWVGQK	
	LYWN6GYH7N	
	MKVQ95H3J2	
	MY7WP46JKD	
	N5WVQ14VMV	
	NJ0HPFVM09	
	P234GVFL6N	
	PQ0RPXCR2C	
	Q4LQV7PL44	
	QQLY0W20C5	
	R0G7DNQGDJ	
	T9GKGHHJPH	
	V7CJC7NH4H	
	W359YGJ64T	
	WTQK254JD7	
	WVR9NV6YVT	
	XJ723DGJN9	

Model	Serial #	Service Tag
	Y6X1T77DQ0	
	YM4175HXK0	

AGENDA ITEM SUMMARY

ITEM SUMMARY:

Consider, on second reading, amending the Code of Griffin, Georgia at Chapter 22, BUILDINGS AND BUILDING REGULATIONS, Article II, CONSTRUCTION STANDARDS, at Sec. 22-31, STATE MINIMUM CONSTRUCTION CODES, to conform to changes in the mandatory construction codes and state amendments thereto, approved by the Board of the Georgia Department of Community Affairs, to be effective January 1, 2026. *City Attorney Drew Whalen will address.*

SPECIAL CONSIDERATIONS OR CONCERNS:

The DCA Board only made changes to the *mandatory* construction codes, which are enforceable statewide and do not require local adoption. This ordinance amendment is necessary in order for our Code to correctly reflect the mandatory codes in effect as of January 1, 2026. No changes were made to the *permissive or optional* construction codes, which have been adopted by the Board of City Commissioners and are enforced within the city.

STAFF RECOMMENDATION:

Staff recommends approval.

FINANCIAL IMPACT:

No direct financial impact is anticipated; however, compliance with minimum construction code standards may have some impact on the cost of building and development within the City. City staff have no knowledge of any fiscal impact analysis that may have been conducted or considered by either the International Code Congress, or the Georgia Department of Community Affairs, before adoption of these codes.

Submitted By:
Susan Bartholomew

Meeting Date:
13/01/2026

Reviewed By:
Jessica O'Connor

ATTACHMENTS:
Ordinance_revising_120925.pdf

No. 25 –

AN ORDINANCE

AN ORDINANCE BY THE BOARD OF COMMISSIONERS OF THE CITY OF GRIFFIN, GEORGIA, AMENDING THE CODE OF GRIFFIN, GEORGIA AT CHAPTER 22, BUILDINGS AND BUILDING REGULATIONS, ARTICLE II, CONSTRUCTION STANDARDS, AT SEC. 22-31, STATE MINIMUM STANDARD CODES, TO SHOW THE STATE MINIMUM STANDARD CODES AND GEORGIA AMENDMENTS ADOPTED BY THE BOARD OF THE GEORGIA DEPARTMENT OF COMMUNITY AFFAIRS, TO BE EFFECTIVE JANUARY 1, 2026; TO READOPT AND AFFIRM THE OPTIONAL, PERMISSIVE STANDARD CODES ADOPTED AND ENFORCED IN THE CITY OF GRIFFIN; AND FOR OTHER PURPOSES.n,

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

Sec. 1. Enforcement of State Minimum Construction Codes. Chapter 22, Buildings and Building Regulations, of the Code of Griffin, Georgia, is hereby amended at Article II, Construction Standards, Sec. 22-31, State Minimum Codes to conform to changes in the mandatory codes adopted by the Board of the Georgia Department of Community Affairs, which are to be enforced by the city manager or his or her designated representative, within the city limits:

"Sec. 22-31. State minimum standard codes.

(a) The state minimum standard codes enumerated in O.C.G.A. § 8-2-20(9)(B)(i)(I)—(VIII), to-wit:

- International Building Code, 2024 Edition, with Georgia Amendments;
- International Residential Code, 2024 Edition, with Georgia Amendments;
- International Fire Code, 2024 Edition as adopted by the Safety Fire Commissioner;
- International Plumbing Code, 2024 Edition, with Georgia Amendments;
- International Mechanical Code, 2024 Edition, with Georgia Amendments;
- International Fuel Gas Code, 2024 Edition, with Georgia Amendments;
- National Electric Code, 2023 Edition, with Georgia Amendments (2026);
- International Swimming Pool and Spa Code, 2024 Edition, with Georgia Amendments
- International Energy Conservation Code.

Which codes have mandatory statewide application and do not require adoption by local ordinance, shall be enforced by the city manager, his or her designated representative, or designee(s) thereof, in accordance with the procedures hereinafter set forth."

Sec. 2. Adoption and Enforcement of Permissive Codes. Optional State Minimum Construction Codes adopted by the Board of Commissioners and to be enforced by the city manager or his or her designated representative in the city limits:

"(b) Adoption of optional codes; enumeration. There is hereby adopted within the city the permissive state minimum standard codes enumerated in O.C.G.A. § 8-2-20(9)(B)(i)(IX)—(XI), to-wit:

- Disaster Resilient Building Code IBC Appendix (2013);
- Disaster Resilient Building Code IRC Appendix (2013);
- International Property Maintenance Code, 2018 Edition, with Georgia Amendments (2021);
- International Existing Building Code, 2018 Edition, with Georgia Amendments (2015);
- National Green Building Standard, 2008 Edition, with Georgia Amendments (2011).

(c) The codes provided in subparts (a) and (b) of this section shall mean the current edition of such codes as approved by board of community affairs, including any new edition of any such code as provided in subsection of code [O.C.G.A.] 8-2-23(b); and provided, further, that any such codes may hereafter be amended or revised as provided in subsection of code [O.C.G.A.] 8-2-23(a). All references to "State Minimum Standard Codes" shall include the Georgia State Amendments promulgated by the board of community affairs and any local amendments approved by said board.

(d) Whenever the International Fire Code (ICC), as approved by the board of community affairs, is applicable, any state minimum standard code provision shall not be less restrictive than the Georgia State Fire Code, as adopted by the Georgia Safety Fire Commissioner pursuant to O.C.G.A. § 25-2-13.

(e) The city manager or his or her designee shall make copies of relevant sections of the codes enforced or adopted in this section available to members of the general public, in printed or written format, at such price as it deems reasonable, to defray the costs of publication and handling. Due to copyright limitations, copying or duplication of some codes, in whole or in part, may be restricted.

(f) In applying the aforesaid state minimum standard codes, the following standards may also be applicable:

(1) Part X of ANSI A17.1-1984, the American National Standard Practice for Inspection of Elevators, Escalators and Moving Walks, Inspector's Manual ANSI A17.2, the safety standards for manlifts ANSI A90.1a-1976, the safety standard for construction hoists ANSI A10.4-1981 and ANSI A10.5-1981, the safety standard for conveyors and related equipment ANSI B20.1-1984, or the latest revised rules and regulations adopted by the state commissioner of labor;

(2) Part 3, Fire Escapes, of O.C.G.A. Title 8, Chapter 2 (O.C.G.A. §§ 8-2-50—8-2-52) shall apply to all buildings within the city which are not used as private residences and which are three or more stories in height; and

(3) Article 3 of O.C.G.A. Title 8, Chapter 2, "The Uniform Act for the Application of Building and Fire Related Codes to Existing Buildings" (O.C.G.A. §§ 8-2-200—8-2-222) is hereby incorporated by reference and shall be used by the city manager or his designated representative whenever there exists the need to utilize compliance alternatives to any provisions of the rules, regulations, codes, or standards herein imposed or adopted."

Sec. 3. REPEALER & EFFECTIVE DATE. All ordinances and Code provisions in conflict with the foregoing are hereby repealed. Subpart (a) shall be effective January 1, 2026; subpart (b) shall become effective upon second and final reading.

First Reading: December 9, 2025

Second Reading: January 13, 2026

AGENDA ITEM SUMMARY

ITEM SUMMARY:

Consider Master Services License Agreement (MSLA) with HSI Services in the amount of $7,828.00 for one-year subscription to the SafetySkills Engage Learning Management System (LMS) for 450 users. *Risk Manager, Greg Poole, will address.*

SPECIAL CONSIDERATIONS OR CONCERNS:

The LMS is a one-stop, on-line resource library that provides features to assist in offering, organizing and streamlining Risk Management/Safety and HR online training courses. The LMS contains over 700 of the most effective Safety and HR training subjects available. HSI Services builds all of its own courseware in the USA using vibrant, 3-D animations, full narration, and interactive questions and scenarios designed to ensure learner competence. Courses offered can be assigned individually or in groups, are self-paced, available in multiple languages and are accessible through their 24/7, user-friendly interface. HSI bought SafetySkills and prior contract was assigned to HSI. This MSLA extends the service through December 14, 2026 and formally establishes HSI as the current contractor.

STAFF RECOMMENDATION:

Staff recommends approval.

FINANCIAL IMPACT:

This item is budgeted in FY26 for Risk Management.

Submitted By:
Greg Poole

Meeting Date:
13/01/2026

Reviewed By:
Jessica O'Connor

ATTACHMENTS:
FINAL - 2026 HSI-Safety Skills Master Agreement.pdf

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THIS IS NOT AN INVOICE

ORDER FORM

December 5, 2025

Licensee

City of Griffin
100 S Hill St
Griffin, Georgia 30224

Company Contact

Greg Poole
gpoole@cityofgriffin.com
(770) 233-2932

Order Details

Period of Agreement - Start: 12/15/2025
Period of Agreement - End: 12/14/2026

Payment Terms: Net 30

HSI Representative

Chevis Fain
cfain@hsi.com

ANNUAL PRODUCTS

Product	Quantity	Unit Price	Total Price
SafetySkills Engage Users 00100 - 00499 Learners on SafetySkills Engage (0100-0499)	450	$12.36	$5,562.00
SafetySkills Engage Annual LMS Fee Annual Subscription to the SafetySkills Engage Learning Management System.	1	$1,287.50	$1,287.50
Premium Support Package The Premium Success Package connects you with the resources to achieve and expand success with your SafetySkills deployment.	450	$1.03	$463.50
Engage Platform Integration Upgrade Annual Subscription to the SafetySkills Engage Platform Integration Upgrade. Includes: SSO via SAML 2.0 Integration, LDAP Integration, and the SafetySkills Open API.	1	$515.00	$515.00
	ANNUAL TOTAL:		**$7,828.00**

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YEAR 1 TOTAL: $7,828.00

HSI can support all your CPR and First Aid certification training - whether in-person or virtually. Don't forget to ask your rep about more info and exclusive partnership pricing!

Terms and Conditions

Initial license is valid for the time as noted by the Period of Agreement. By signing below, the Licensee and HSI acknowledge acceptance of this agreement subject to the terms and conditions of the Master Services & License Agreement dated January 2026 and attached hereto.

_____

Billing Information

Unless otherwise specified in this Agreement, actual users in excess of quantity purchased will be invoiced at effective per user rate of package purchased.

Prices shown are in USD and do not include any state and local taxes that may apply. Any such taxes are the responsibility of the Licensee and will appear on the Invoice. If the contracting entity is exempt from sales tax, please send the applicable tax exemption certificate to billing@hsi.com.

Invoices for this order and/or payment receipts may be emailed from arinvoices@hsi.com or billing@hsi.com. Please make sure these email addresses are on an approved setting or safe senders list so notifications do not go to a junk folder or are caught in a spam filter.

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Purchase Order Information

Is a Purchase Order (PO) required for Licensee's payment processing of this Order Form? If yes please check this box and provide the PO number below.

Signature

By signing this Order Form, I certify that I am authorized to sign on behalf of the Licensee and agree to the Terms and Conditions of this Order Form and any documents incorporated herein.

HSI Workplace Compliance Solutions, Inc.		**City of Griffin**	
Authorized Signature	DocuSigned by: B30ED96FA86644C...	Authorized Signature	
Printed Name	Scott Jensen	Printed Name	Douglas S. Hollberg Kelsey Carden
Title	Contracts Manager	Title	Mayor
Date	1/7/2026	Date	

Attest: _____
Jessica W. O'Connor, Secretary

Approved as to Form:
Andrew J. Whalen, III
Andrew J. Whalen, III, City Attorney

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1. MASTER SERVICES & LICENSE AGREEMENT
2. **(MSLA)**

THIS MASTER SERVICES AND LICENSE AGREEMENT GOVERNS CUSTOMER'S USE OF HSI SERVICES. CAPITALIZED TERMS HAVE THE DEFINITIONS SET FORTH HEREIN.

The Services may not be accessed for purposes of monitoring their availability, performance or functionality, or for any other benchmarking or competitive purposes.

HSI's direct competitors are prohibited from accessing the Services, except with HSI's prior written consent.

This Agreement was last updated on December 1, 2025. It is effective between Customer and HSI as of the date of Customer's accepting this Agreement (the "Effective Date".)

3. 1. DEFINITIONS

"**Affiliate**" means a entity that directly or indirectly controls, is controlled by, or is under common control with the subject entity. "Control," for purposes of this definition, means direct or indirect ownership or control of more than 50% of the voting interests of the subject entity.

"**Agreement**" means this Master Services & License Agreement.

"**Customer**" means in the case of an individual accepting this Agreement on his or her own behalf, such individual, or in the case of an individual accepting this Agreement on behalf of a company or other legal entity, the company or other legal entity for which such individual is accepting this Agreement, and Affiliates of that company or entity (for so long as they remain Affiliates) which have entered into Order Forms.

"**Customer Data**" means electronic data and information – including content, submitted by or for Customer to the Services.

"**Documentation**" means the applicable Service's documentation and its usage guides and policies, as updated from time to time, accessible via the applicable Service.

"**Licensed Services**" means Services that Customer or Customer's Affiliate licenses use under an Order Form or online purchasing portal.

"**Malicious Code**" means code, files, scripts, agents or programs intended to do harm, including, for example, viruses, worms, time bombs and Trojan horses.

"**Marketplace**" means an online directory, catalog or marketplace of content that interoperate with the Services,

"**Non-HSI Application**" means Web-based, mobile, offline or other software functionality that interoperates with a platform solution capability module, that is provided by Customer or a third party and/or listed on a Marketplace or under similar designation. Non-HSI Applications, other than those obtained or provided by Customer, will be identifiable as such.

"**Order Form**" means an ordering document or online order specifying the Services to be provided hereunder that is entered into between Customer and HSI or any of their Affiliates, including any addenda and supplements thereto. By entering into an Order Form hereunder, an Affiliate agrees to be bound by the terms of this Agreement as if it were an original party hereto.

"**Services**" means web-based platform and solution capability modules licensed for use by Customer under an Order Form or online purchasing portal and made available online by HSI, including associated HSI offline or mobile components, as described in the Documentation. "Services" exclude Non-HSI Applications which may interact via an application program interface (API) or published open web-service interface protocols.

"**HSI**" means the HSI company described in the "HSI Contracting Entity, Notices, Governing Law, and Venue" section below and/or as signatory on the Order Form.

"**User**" means, in the case of an individual accepting these terms on his or her own behalf, such individual, or, in the case of an individual accepting this Agreement on behalf of a company or other legal entity, an individual who is authorized by Customer to use a Service, for whom

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Customer has purchased a subscription and to whom Customer has supplied subscription platform access credentials. Users may include, for example, employees, consultants, contractors and agents of Customer, and third parties with which Customer transacts business.

4. 2. HSI RESPONSIBILITIES

1. **Provision of Licensed Services.** HSI will (a) make the Services available to Customer pursuant to this Agreement, and the applicable Order Forms and Documentation, (b) provide applicable HSI standard support for the Licensed Services to Customer at no additional charge, and/or upgraded support if purchased, (c) use commercially reasonable efforts to make the online Services available 24 hours a day, 7 days a week, except for: (i) planned downtime (of which HSI shall give advance electronic notice), and (ii) any unavailability caused by circumstances beyond HSI's reasonable control, including, for example, an act of God, act of government, flood, fire, earthquake, civil unrest, act of terror, strike or other labor problem (other than one involving HSI employees), Internet service provider failure or delay, Non-HSI Application, or denial of service attack, and (d) provide the Services in accordance with laws and government regulations applicable to HSI's provision of its Services to its customers generally (i.e., without regard for Customer's particular use of the Services), and subject to Customer's and Users' use of the Services in accordance with this Agreement, the Documentation and the applicable Order Form.
2. **Protection of Customer Data.** HSI will maintain appropriate administrative, physical, and technical safeguards for protection of the security, confidentiality and integrity of Customer Data, as described in the Documentation. Those safeguards will include, but will not be limited to, measures designed to prevent unauthorized access to or disclosure of Customer Data (other than by Customer or Users.) The terms of a data processing addendum ("DPA") may be used and hereby incorporated by reference. To the extent Personal Data from the European Economic Area (EEA), the United Kingdom and Switzerland are processed by HSI, its Processor Binding Corporate Rules and/or the Standard Contractual Clauses shall apply, as further set forth in the DPA. For the purposes of the Standard Contractual Clauses, Customer and its applicable Affiliates are each the data exporter, and Customer's acceptance of this Agreement, and an applicable Affiliate's execution of an Order Form, shall be treated as its execution of the Standard Contractual Clauses and Appendices. Upon request by Customer made within 30 days after the effective date of termination or expiration of this Agreement, HSI will make Customer Data available to Customer for export or download as provided in the Documentation. After such 30-day period, HSI will have no obligation to maintain or provide any Customer Data, and as provided in the Documentation will thereafter delete or destroy all copies of Customer Data in its systems or otherwise in its possession or control, unless legally prohibited.
3. **HSI Personnel.** HSI will be responsible for the performance of its personnel (including its employees and contractors) and their compliance with HSI's obligations under this Agreement, except as otherwise specified in this Agreement.
4. **Beta Services.** From time to time, HSI may make Beta Services available to Customer at no charge. Customer may choose to try such Beta Services or not in its sole discretion. Any use of Beta Services is subject to the Beta Services terms under separate Agreement.
5. 3. USE OF SERVICES
6. **Subscriptions.** Unless otherwise provided in the applicable Order Form or Documentation, (a) Services and access to the platform solution capability modules are licensed as subscriptions for the term stated in the applicable Order Form or in the applicable online purchasing portal, (b) subscriptions for Services may be added during a subscription term at the same pricing as the underlying subscription pricing, prorated for

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the portion of that subscription term remaining at the time the subscriptions are added, and (c) any added subscriptions will terminate on the same date as the underlying subscriptions. Customer agrees that its purchases are not contingent on the delivery of any future functionality or features, or dependent on any oral or written public comments made by HSI regarding future functionality or features.

7. **Usage Limits.** Services and the licensed platform capability modules are subject to usage limits specified in Order Forms and Documentation. If Customer exceeds a contractual usage limit, HSI may work with Customer to seek to reduce Customer's usage so that it conforms to that limit. If, notwithstanding HSI's efforts, Customer is unable or unwilling to abide by a contractual usage limit, Customer will execute an Amendment to the Order Form for additional quantities of the applicable Services promptly upon HSI's request, and/or pay any invoice for excess usage in accordance with the "Invoicing and Payment" section below.
8. **Customer Responsibilities.** Customer will (a) be responsible for Users' compliance with this Agreement, Documentation and Order Forms, (b) be responsible for the accuracy, quality and legality of Customer Data, the means by which Customer acquired Customer Data, Customer's use of Customer Data with the Services, and the interoperation of any Non-HSI Applications with which Customer uses Services , (c) use commercially reasonable efforts to prevent unauthorized access to or use of Services and Marketplace, and notify HSI promptly of any such unauthorized access or use, (d) use Services only in accordance with this Agreement, Documentation, the Acceptable Use and External Facing Services Policy, Order Forms and applicable laws and government regulations, (e) comply with terms of service of any Non-HSI Applications with which Customer uses Services. Any use of the Services in breach of the foregoing by Customer or Users that in HSI's judgment threatens the security, integrity or availability of HSI's services, may result in HSI's immediate suspension of the Services, however HSI will use commercially reasonable efforts under the circumstances to provide Customer with notice and an opportunity to remedy such violation or threat prior to any such suspension.
9. **Restrictions of Use of Artificial Intelligence (AI).** The Customer shall not, and shall cause its affiliates, employees, contractors, agents, and any third parties acting on its behalf not to, use, incorporate, or permit the use of any Artificial Intelligence (including but not limited to machine learning models, generative AI systems, or similar technologies) to edit, supplement, alter, modify, or otherwise manipulate any of HSI's Intellectual Property (as defined in this Agreement), including but not limited to content, data, materials, works, or derivatives thereof, without the consent of HSI which shall be expressly given in an amendment or other such similar agreement. Furthermore, the Customer shall not input, feed, upload, or otherwise provide HSI's Intellectual Property to any Large Language Model (LLM), artificial neural network, or similar AI system for purposes of training, fine-tuning, inference, generation, or any other processing that could result in the reproduction, derivation, or dissemination of HSI's Intellectual Property or any outputs incorporating elements thereof.
10. **Permitted AI Use.** Notwithstanding the foregoing, the Customer may use Artificial Intelligence solely to leverage HSI's metadata (as provided or generated under this Agreement) for the limited purpose of enhancing user discoverability and usage analytics, provided that such use does not involve, require, or result in any editing, supplementation, alteration, or incorporation of HSI's Intellectual Property into the AI system or its outputs. Any such permitted use must comply with all applicable data privacy laws and the confidentiality obligations under this Agreement, and the Customer shall promptly notify HSI of any such implementation upon request.

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11. **Breach and Remedies.** Any violation of this Section shall constitute a material breach of this Agreement, entitling HSI to immediate injunctive relief, termination of this Agreement with notice, and recovery of all actual damages
12. **Usage Restrictions.** Customer will not (a) make any Service available to anyone other than Customer or Users, or use any Service for the benefit of anyone other than Customer or its Affiliates, unless expressly stated otherwise in an Order Form or the Documentation, (b) sell, resell, license, sublicense, distribute, rent or lease any Service , or include any Service in a service bureau or outsourcing offering, (c) use a Service or Non-HSI Application to store or transmit infringing, libelous, or otherwise unlawful or tortious material, or to store or transmit material in violation of third-party privacy rights, (d) use a Service or Non-HSI Application to store or transmit Malicious Code, (e) interfere with or disrupt the integrity or performance of any Service or third-party data contained therein, (f) attempt to gain unauthorized access to any Service or its related systems or networks, (g) permit direct or indirect access to or use of any Services in a way that circumvents a contractual usage limit, or use any Services to access, copy or use any of HSI intellectual property except as permitted under this Agreement, an Order Form, or the Documentation, (h) modify, copy, or create derivative works of a Service or any part, feature, function or user interface thereof, (i) copy any Intellectual Property except as permitted herein or in an Order Form or the Documentation, (j) frame or mirror any part of any Service , other than framing on Customer's own intranets or otherwise for its own internal business purposes or as permitted in the Documentation, (k) except to the extent permitted by applicable law, disassemble, reverse engineer, or decompile a Service or access it to (1) build a competitive product or service, (2) build a product or service using similar ideas, features, functions or graphics of the Service, (3) copy any ideas, features, functions or graphics of the Service, or (4) determine whether the Services are within the scope of any patent.
13. **Removal of Customer Data and Non-HSI Applications.** If Customer receives notice, including from HSI, that Customer Data or a Non-HSI Application may no longer be used or must be removed, modified and/or disabled to avoid violating applicable law, third-party rights, or the Acceptable Use and External Facing Services Policy, Customer will promptly do so. If Customer does not take required action, including deleting any Customer Data, Customer may have downloaded from the Services, in accordance with the above, or if in HSI's judgment continued violation is likely to reoccur, HSI may disable the applicable Customer Data, Service and/or Non-HSI Application. If requested by HSI, Customer shall confirm deletion and discontinuance of use of such Customer Data and/or Non-HSI Application in writing and HSI shall be authorized to provide a copy of such confirmation to any such third-party claimant or governmental authority, as applicable. In addition, if HSI is required by any third-party rights holder to remove Customer Data or receives information that Customer Data provided to Customer may violate applicable law or third-party rights, HSI may discontinue Customer's access to Customer Data through the Services.
14. 4. NON-HSI PRODUCTS AND SERVICES

1. **Non-HSI Products and Services.** HSI or third parties may make available (for example, through a Marketplace or otherwise) third-party products or services, including, for example, Non-HSI Applications and implementation and other consulting services. Any acquisition by Customer of such products or services, and any exchange of data between Customer and any Non-HSI provider, product or service is solely between Customer and the applicable Non-HSI provider. HSI does not warrant or support Non-HSI Applications or other Non-HSI products or services, whether or not they are designated by HSI as "certified" or otherwise, unless expressly provided otherwise in an Order Form. HSI is not

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responsible for any disclosure, modification or deletion of Customer Data resulting from access by such Non-HSI Application or its provider.

2. **Integration with Non-HSI Applications.** The Services may contain features designed to interoperate with Non-HSI Applications. HSI cannot guarantee the continued availability of such Service features and may cease providing them without entitling Customer to any refund, credit, or other compensation, if for example and without limitation, the provider of a Non-HSI Application ceases to make the Non-HSI Application available for interoperation with the corresponding Service features in a manner acceptable to HSI.

15. 5. FEES AND PAYMENT

1. **Fees**. Customer will pay all fees specified in Order Forms. Except as otherwise specified herein or in an Order Form, (i) fees are based on Services and subscriptions purchased and not actual usage, (ii) payment obligations are non-cancelable and fees paid are non-refundable, and (iii) quantities purchased cannot be decreased during the relevant subscription term.
2. **Invoicing and Payment**. Customer may provide HSI with valid and updated credit card or banking draft information. If Customer provides credit card or banking information to HSI, Customer authorizes HSI to charge such credit card or bank account for all Licensed Services listed in the Order Form for the initial subscription term and any renewal subscription term(s) as set forth in the "Term of Purchased Subscriptions" section below. Such charges shall be made in advance, either annually or in accordance with any different billing frequency stated in the applicable Order Form. If the Order Form specifies that payment will be by a method other than a credit card or bank draft, HSI will invoice Customer in advance and otherwise in accordance with the relevant Order Form. Unless otherwise stated in the Order Form, invoiced fees are due net 30 days from the invoice date. Customer is responsible for providing complete and accurate billing and contact information to HSI and notifying HSI of any changes to such information.
3. **Overdue Charges**. If any invoiced amount is not received by HSI by the due date, then without limiting HSI's rights or remedies, (a) those charges may accrue late interest at the rate of 1.5% of the outstanding balance per month, or the maximum rate permitted by law, whichever is lower, and/or (b) HSI may condition future subscription renewals and Order Forms on payment terms shorter than those specified in the "Invoicing and Payment" section above.
4. **Suspension of Service and Acceleration**. If any charge owing by Customer under this or any other agreement for services is 30 days or more overdue, (or 10 or more days overdue in the case of amounts Customer has authorized HSI to charge to Customer's credit card), HSI may, without limiting its other rights and remedies, accelerate Customer's unpaid fee obligations under such agreements so that all such obligations become immediately due and payable, and suspend Services until such amounts are paid in full, provided that, other than for customers paying by credit card or direct debit whose payment has been declined, HSI will give Customer at least 10 days' prior notice that its account is overdue, in accordance with the "Manner of Giving Notice" section below for billing notices, before suspending services to Customer.
5. **Payment Disputes**. HSI will not exercise its rights under the "Overdue Charges" or "Suspension of Service and Acceleration" section above if Customer is disputing the applicable charges reasonably and in good faith and is cooperating diligently to resolve the dispute.
6. **Taxes**. HSI's fees do not include any taxes, levies, duties or similar governmental assessments of any nature, including, for example, value-added, sales, use or withholding taxes, assessable by any jurisdiction whatsoever (collectively, "Taxes".) Customer is

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responsible for paying all Taxes associated with its purchases hereunder. If HSI has the legal obligation to pay or collect Taxes for which Customer is responsible under this section, HSI will invoice Customer and Customer will pay that amount unless Customer provides HSI with a valid tax exemption certificate authorized by the appropriate taxing authority. For clarity, HSI is solely responsible for taxes assessable against it based on its income, property and employees.

16. 6. PROPRIETARY RIGHTS AND LICENSES

1. **Reservation of Rights**. Subject to the limited rights expressly granted hereunder, HSI, its Affiliates, its licensors and Marketplace Providers reserve the right, title and interest in and to the Services, including all of the related intellectual property rights. No rights are granted to Customer hereunder other than as expressly set forth herein.
2. **Access to and Use of Services.** Customer has the right to access and use applicable Services subject to the terms of applicable Order Forms, this Agreement and the Documentation.
3. **License by Customer to HSI.** Customer grants HSI, its Affiliates and applicable contractors a worldwide, limited-term license to host, copy, use, transmit, and display any Non-HSI Applications and program code created by or for Customer using a Service or for use by Customer with the Services, and Customer Data, each as appropriate for HSI to provide and ensure proper operation of the Services and associated systems in accordance with this Agreement. If Customer chooses to use a Non-HSI Application with a Service, Customer grants HSI permission to allow the Non-HSI Application and its provider to access Customer Data and information about Customer's usage of the Non-HSI Application as appropriate for the interoperation of that Non-HSI Application with the Service. Subject to the limited licenses granted herein, HSI acquires no right, title or interest from Customer or its licensors under this Agreement in or to any Customer Data, Non-HSI Application or such program code.
4. **License by Customer to Use Feedback**. Customer grants to HSI and its Affiliates a worldwide, perpetual, irrevocable, royalty-free license to use, distribute, disclose, and make and incorporate into its services any suggestion, enhancement request, recommendation, correction or other feedback provided by Customer or Users relating to the operation of HSI's or its Affiliates' services.
5. **Customer Ownership.** As between HSI and Customer, the Customer owns all rights, title and interest in and to: (a) all Customer data and (b) any information supplied by the Customer to HSI as may be specified in any Order Form (collectively, Customer materials). The Customer grants HSI a non-exclusive, non-transferable, royalty free, non-sub-licensable (except as needed for the provision of Services or as set forth herein) worldwide right to access and use Customer materials solely to provide the Services to the Customer at Customer's request. HSI and its Affiliates may use Customer material in an anonymized and aggregated manner, as permitted under applicable law, to improve the Services and for other business purposes in connection with the products and services offered by HSI. No other rights or implied licenses in Customer materials are granted to HSI other than as expressly set forth herein.
6. **Federal Government End Use Provisions.** HSI provides the Services, including related software and technology, for ultimate federal government end use in accordance with the following: The Services consist of "commercial items," as defined at FAR 2.101. In accordance with FAR 12.211-12.212 and DFARS 227.7102-4 and 227.7202-4, as applicable, the rights of the U.S. Government to use, modify, reproduce, release, perform, display, or disclose commercial computer software, commercial computer software documentation, and technical data furnished in connection with the Services shall be as

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provided in this Agreement, except that, for U.S. Department of Defense end users, technical data customarily provided to the public is furnished in accordance with DFARS 252.227-7015. If a government agency needs additional rights, it must negotiate a mutually acceptable written addendum to this Agreement specifically granting those rights.

17. 7. CONFIDENTIALITY

1. **Definition of Confidential Information.** "Confidential Information" means all information disclosed by a party ("Disclosing Party") to the other party ("Receiving Party"), whether orally or in writing, that is designated as confidential. Confidential Information of Customer includes Customer Data; Confidential Information of HSI includes the Services and Intellectual Property (including underlying workflow, content and data), and the terms and conditions of this Agreement and all Order Forms (including pricing.) Confidential Information of each party includes business and marketing plans, technology and technical information, product plans and designs, and business processes disclosed by such party. However, Confidential Information does not include any information that (i) is or becomes generally known to the public without breach of any obligation owed to the Disclosing Party, (ii) was known to the Receiving Party prior to its disclosure by the Disclosing Party without breach of any obligation owed to the Disclosing Party, (iii) is received from a third party without knowledge of any breach of any obligation owed to the Disclosing Party, or (iv) was independently developed by the Receiving Party. For the avoidance of doubt, the non-disclosure obligations set forth in this "Confidentiality" section apply to Confidential Information exchanged between the parties in connection with the evaluation of additional HSI services.
2. **Protection of Confidential Information**. As between the parties, each party retains all ownership rights in and to its Confidential Information. The Receiving Party will use the same degree of care that it uses to protect the confidentiality of its own confidential information of like kind (but not less than reasonable care) to (i) not use any Confidential Information of the Disclosing Party for any purpose outside the scope of this Agreement and (ii) except as otherwise authorized by the Disclosing Party in writing, limit access to Confidential Information of the Disclosing Party to those of its and its Affiliates' employees and contractors who need that access for purposes consistent with this Agreement and who have signed confidentiality agreements with the Receiving Party containing protections not materially less protective of the Confidential Information than those herein. Notwithstanding the foregoing, HSI may disclose the terms of this Agreement and any applicable Order Form to a contractor or Non-HSI Application Provider to the extent necessary to perform HSI's obligations under this Agreement, under terms of confidentiality materially as protective as set forth herein.
3. **Compelled Disclosure.** The Receiving Party may disclose Confidential Information of the Disclosing Party to the extent compelled by law to do so, provided the Receiving Party gives the Disclosing Party notice as soon as practicable thereafter. If the Receiving Party is compelled by law to disclose the Disclosing Party's Confidential Information as part of a civil proceeding to which the Disclosing Party is a party, and the Disclosing Party is not contesting the disclosure, the Disclosing Party will reimburse the Receiving Party for its reasonable cost of compiling and providing secure access to that Confidential Information.
4. **General Data Protection** Regulation (GDPR.) The parties acknowledge that for the purposes of the Data Protection Legislation, the Customer is the data controller and HSI is the data processor (where Data Controller and Data Processor have the meanings as defined in the Data Protection Legislation). The scope, nature and purpose of processing by HSI, the duration of the processing and the types of Customer data (as defined in the Data Protection Legislation, Customer Data) and categories of Data Subject are set out in the

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HSI's Privacy Policy on its website. Without prejudice to the generality of this clause, HSI shall, in relation to any Customer Data processed in connection with the performance by HSI of its obligations under this agreement:

1. process that Customer Data only on the written instructions of the Customer unless HSI is required by Applicable Laws to otherwise process that Customer Data. Where HSI is relying on laws of a member of the European Union or European Union law as the basis for processing Customer Data, HSI shall promptly notify the Customer of this before performing the processing required by the Applicable Laws unless those Applicable Laws prohibit HSI from notifying the Customer;
2. ensure that it has in place appropriate technical and organizational measures to protect against unauthorized or unlawful processing of Customer Data and against accidental loss or destruction of, or damage to, Customer Data, appropriate to the harm that might result from the unauthorized or unlawful processing or accidental loss, destruction or damage and the nature of the data to be protected, having regard to the state of technological development and the cost of implementing any measures (those measures may include, where appropriate, pseudonymizing and encrypting Customer Data, ensuring confidentiality, integrity, availability and resilience of its systems and services, ensuring that availability of and access to Customer Data can be restored in a timely manner after an incident, and regularly assessing and evaluating the effectiveness of the technical and organizational measures adopted by it);
3. ensure that all personnel who have access to and/or process Customer Data are obliged to keep the Customer Data confidential; and
4. not transfer any Customer Data outside the UK or European Economic Area unless the following conditions are fulfilled:
    1. the Customer or HSI has provided appropriate safeguards in relation to the transfer;
    2. the data subject has enforceable rights and effective legal remedies;
    3. HSI complies with its obligations under the Data Protection Legislation by providing an adequate level of protection to any Customer Data that is transferred; and
    4. HSI complies with reasonable instructions notified to it in advance by the Customer with respect to the processing of the Customer Data;

18. 8. REPRESENTATIONS, WARRANTIES, EXCLUSIVE REMEDIES AND DISCLAIMERS

Representations. Each party represents that it has validly entered into this Agreement and has the legal power to do so.

HSI Warranties. HSI warrants that during an applicable subscription term (a) this Agreement, the Order Forms and the Documentation will accurately describe the applicable administrative, physical, and technical safeguards for protection of the security, confidentiality and integrity of Customer Data, (b) HSI will not materially decrease the overall security of the Services, (c) the Services will perform materially in accordance with the applicable Documentation, and (d) subject to the "Integration with Non-HSI Applications" section above, HSI will not materially decrease the overall functionality of the Services. For any breach of a warranty above, Customer's exclusive remedies are those described in the "Termination" and "Refund or Payment upon Termination" sections below.

Disclaimers. EXCEPT AS EXPRESSLY PROVIDED HEREIN, NEITHER PARTY MAKES ANY WARRANTY OF ANY KIND, WHETHER EXPRESS, IMPLIED, STATUTORY OR OTHERWISE, AND EACH PARTY SPECIFICALLY DISCLAIMS ALL IMPLIED

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WARRANTIES, INCLUDING ANY IMPLIED WARRANTY OF MERCHANTABILITY, FITNESS FOR A PARTICULAR PURPOSE OR NON-INFRINGEMENT, TO THE MAXIMUM EXTENT PERMITTED BY APPLICABLE LAW.

19. 9. MUTUAL INDEMNIFICATION

1. **Indemnification by HSI.** HSI will defend Customer against any claim, demand, suit or proceeding made or brought against Customer by a third party alleging that any Purchased Service infringes or misappropriates such third party's intellectual property rights (a "Claim Against Customer"), and will indemnify Customer from any damages, attorney fees and costs finally awarded against Customer as a result of, or for amounts paid by Customer under a settlement approved by HSI in writing of, a Claim Against Customer, provided Customer (a) promptly gives HSI written notice of the Claim Against Customer, (b) gives HSI sole control of the defense and settlement of the Claim Against Customer (except that HSI may not settle any Claim Against Customer unless it unconditionally releases Customer of all liability), and (c) gives HSI all reasonable assistance, at HSI's expense. If HSI receives information about an infringement or misappropriation claim related to a Service, HSI may in its discretion and at no cost to Customer (i) modify the Services so that they are no longer claimed to infringe or misappropriate, without breaching HSI's warranties under "HSI Warranties" above, (ii) obtain a license for Customer's continued use of that Service in accordance with this Agreement, or (iii) terminate Customer's subscriptions for that Service upon 30 days' written notice and refund Customer any prepaid fees covering the remainder of the term of the terminated subscriptions. The above defense and indemnification obligations do not apply if (I) the allegation does not state with specificity that the Services are the basis of the Claim Against Customer; (II) a Claim Against Customer arises from the use or combination of the Services or any part thereof with software, hardware, data, or processes not provided by HSI, if the Services or use thereof would not infringe without such combination; (III) a Claim Against Customer arises from Services under an Order Form for which there is no charge; or (IV) a Claim against Customer arises from Services, a Non-HSI Application or Customer's breach of this Agreement, the Documentation or applicable Order Forms.
2. **Exclusive Remedy.** This "Indemnification" section states the indemnifying party's sole liability to, and the indemnified party's exclusive remedy against, the other party for any third-party claim described in this section.

1. **Exclusion of Consequential and Related Damages.** IN NO EVENT WILL EITHER PARTY OR ITS AFFILIATES HAVE ANY LIABILITY ARISING OUT OF OR RELATED TO THIS AGREEMENT FOR ANY LOST PROFITS, REVENUES, GOODWILL, OR INDIRECT, INCIDENTAL, CONSEQUENTIAL, COVER, BUSINESS INTERRUPTION OR PUNITIVE DAMAGES, WHETHER AN ACTION IS IN CONTRACT OR TORT AND REGARDLESS OF THE THEORY OF LIABILITY, EVEN IF A PARTY OR ITS AFFILIATES HAVE BEEN ADVISED OF THE POSSIBILITY OF SUCH DAMAGES OR IF A PARTY'S OR ITS AFFILIATES' REMEDY OTHERWISE FAILS OF ITS ESSENTIAL PURPOSE. THE FOREGOING DISCLAIMER WILL NOT APPLY TO THE EXTENT PROHIBITED BY LAW.

20. 11. TERM AND TERMINATION

1. **Term of Agreement.** This Agreement commences on the date Customer first accepts it and continues until all subscriptions hereunder have expired or have been terminated.
2. **Term of Subscriptions.** The initial term of this license shall begin on the beginning date of the period of agreement and will continue through the last date of the period of agreement except as separately noted for any particular products or services in the Order Form. After the initial term of this license, this Agreement shall automatically renew for

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four (4) successive one (1) year periods, for a maximum possible contract life of five (5) years, unless either party notifies the other party in writing of its intent to terminate this Agreement at least sixty (60) days prior to the expiration of the then Period of Agreement. The Fees during any automatic renewal term will increase by 5% for the applicable product or service in the immediately prior agreement term unless the pricing in the prior term was designated on the relevant Order Form as promotional or one-time. The number of Users subscribed during any automatic renewal term shall be the number of Users subscribed at the end of the previous term.

3. **Termination.** A party may terminate this Agreement for cause (i) upon 30 days written notice to the other party of a material breach if such breach remains uncured at the expiration of such period, or (ii) if the other party becomes the subject of a petition in bankruptcy or any other proceeding relating to insolvency, receivership, liquidation or assignment for the benefit of creditors.
4. **Refund or Payment upon Termination.** If this Agreement is terminated by Customer in accordance with the "Termination" section above, HSI will refund Customer any prepaid fees covering the remainder of the term of all Order Forms after the effective date of termination. If this Agreement is terminated by HSI in accordance with the "Termination" section above, Customer will pay any unpaid fees covering the remainder of the term of all Order Forms to the extent permitted by applicable law. In no event will termination relieve Customer of its obligation to pay any fees payable to HSI for the period prior to the effective date of termination.
5. **Surviving Provisions.** The sections titled "Fees and Payment," "Proprietary Rights and Licenses," "Confidentiality," "Disclaimers," "Indemnification," "Refund or Payment upon Termination," "Removal of Customer Data and Non-HSI Applications," "Surviving Provisions" and "General Provisions" will survive any termination or expiration of this Agreement, and the section titled "Protection of Customer Data" will survive any termination or expiration of this Agreement for so long as HSI retains possession of Customer Data.

21. 12. GENERAL PROVISIONS

1. **Export Compliance.** The Services, other HSI technology, and derivatives thereof may be subject to export laws and regulations of the United States and other jurisdictions. HSI and Customer each represents that it is not on any U.S. government denied-party list. Customer will not permit any User to access or use any Service in a U.S.-embargoed country or region (currently the Crimea, Luhansk or Donetsk regions, Cuba, Iran, North Korea, or Syria) or as may be updated from time to time on the OFAC website or in violation of any U.S. export law or regulation.
2. **Anti-Corruption.** Neither party has received or been offered any illegal or improper bribe, kickback, payment, gift, or thing of value from an employee or agent of the other party in connection with this Agreement. Reasonable gifts and entertainment provided in the ordinary course of business do not violate the above restriction.
3. **Entire Agreement and Order of Precedence.** This Agreement is the entire agreement between HSI and Customer regarding Customer's use of Services and supersedes all prior and contemporaneous agreements, proposals or representations, written or oral, concerning its subject matter. The parties agree that any term or condition stated in a Customer purchase order or in any other Customer order documentation (excluding Order Forms) is void and non-binding on HSI. In the event of any conflict or inconsistency among the following documents, the order of precedence shall be: (1) the applicable Order Form, (2) this Agreement, (3) the Documentation. Titles and headings of sections of this Agreement are for convenience only and shall not affect the construction of any provision of this

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Agreement.

4. **Relationship of the Parties.** The parties are independent contractors. This Agreement does not create a partnership, franchise, joint venture, agency, fiduciary or employment relationship between the parties. Each party will be solely responsible for payment of all compensation owed to its employees, as well as all employment-related taxes.
5. **Publicity.** If You enter into this Agreement, You agree that HSI may disclose to the public that You are a paying user of the Content and/or Platform. You further agree that HSI may reference You on the customer section of HSI's website and in other marketing materials and presentations until such time as Your use of the Content and/or Platform is discontinued.
6. **Third-Party Beneficiaries.** There are no third-party beneficiaries under this Agreement.
7. **Waiver.** No failure or delay by either party in exercising any right under this Agreement will constitute a waiver of that right.
8. **Severability.** If any provision of this Agreement is held by a court of competent jurisdiction to be contrary to law, the provision will be deemed null and void, and the remaining provisions of this Agreement will remain in effect.
9. **Assignment.** Neither party may assign any of its rights or obligations hereunder, whether by operation of law or otherwise, without the other party's prior written consent (not to be unreasonably withheld); provided, however, either party may assign this Agreement in its entirety (including all Order Forms), without the other party's consent to its Affiliate or in connection with a merger, acquisition, corporate reorganization, or sale of all or substantially all of its assets. Notwithstanding the foregoing, if a party is acquired by, sells substantially all of its assets to, or undergoes a change of control in favor of, a direct competitor of the other party, then such other party may terminate this Agreement upon written notice. In the event of such a termination, HSI will refund Customer any prepaid fees covering the remainder of the term of all subscriptions for the period after the effective date of such termination. Subject to the foregoing, this Agreement will bind and inure to the benefit of the parties, their respective successors and permitted assigns.
10. **Force Majeure**. Neither party shall be in default by reason of any failure in the performance of this Agreement if such failure arises, directly or indirectly, out of causes reasonably beyond the direct control or foreseeability of such party, including but not limited to, third-party computer or telecommunications equipment or software failures, default by subcontractors or suppliers, acts of God or of the public enemy, domestic or foreign governmental acts, labor, fire, flood, epidemic, pandemic and/or strikes.
11. **HSI Contracting Entity, Notices, Governing Law, and Venue.** The HSI entity entering into this Agreement, the address to which Customer should direct notices under this Agreement, the law that will apply in any dispute or lawsuit arising out of or in connection with this Agreement, and the courts that have jurisdiction over any such dispute or lawsuit, depend on where Customer is domiciled.

For Customers domiciled in North or South America

If Customer is domiciled in:	The HSI entity entering into this Agreement is:	Notices should be addressed to:	Governing Law:	Courts with exclusive jurisdiction are:
Any country other than Canada	HSI Workplace Compliance Solutions, Inc. a Washington corporation	HSI Attn: Legal Contract Notice 6136 Frisco Square Blvd; Ste 285 Frisco Texas 75034	Georgia and controlling United States federal law	Spalding County Georgia U.S.A., or in the case of federal actions Fulton County, Georgia U.S.A

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1. **Manner of Giving Notice.** Except as otherwise specified in this Agreement, all notices related to this Agreement will be in writing and will be effective upon (a) personal delivery, (b) the second business day after mailing, or (c) except for notices of termination or an indemnifiable claim ("Legal Notices"), which shall clearly be identifiable as Legal Notices, the day of sending by email. Billing-related notices to Customer will be addressed to the relevant billing contact designated by Customer. All other notices to Customer will be addressed to the relevant Services system administrator designated by Customer.
2. **Agreement to Governing Law and Jurisdiction.** Each party agrees to the applicable governing law listed in the table below without regard to choice or conflicts of law rules, and to the exclusive jurisdiction of the applicable courts listed in the table below.

The parties agree to the following based on jurisdiction.

AGENDA ITEM SUMMARY

ITEM SUMMARY:

Consider renewing Probation Services Agreement with Judicial Alternatives of Georgia Inc. (JAG). *Staff Attorney, Kelsey Carden, will address.*

SPECIAL CONSIDERATIONS OR CONCERNS:

The City already has contracts with JAG for probation services. We are renewing the contract for a term of one (1) year, with four (4) optional automatic renewal terms and a maximum possible contract life of five (5) years. The renewal maintains all terms and conditions of our prior agreement in 2022, but the schedule of fees has been changed. The rate of regular probation supervision has increased from $41.00 to $45.00 per month. For intensive probation supervision, the fee has decreased from $51.00 to $50.00 per month. These fees are paid by the probationer.

STAFF RECOMMENDATION:

Staff recommends approval.

FINANCIAL IMPACT:

For regular probation supervision the fee has increased from $41.00 to $45.00 per month. For intensive probation supervision the fee has decreased from $51.00 to $50.00 per month. These fees are paid by the probationer.

Submitted By:
Melissa Brock

Meeting Date:
13/01/2026

Reviewed By:
Jessica O'Connor

ATTACHMENTS:
FINAL- 2026 JAG Probation Griffin Municipal Court.pdf

JUDICIAL ALTERNATIVES OF GEORGIA

Probation Services Agreement

This Agreement is made by and between **Judicial Alternatives of Georgia, Inc.**, and a corporation, organized under the laws of the State of Georgia, with its principal Place of business at 232 Meriwether Street., Griffin, Georgia hereinafter called "Contractor" and the **City of Griffin**, Georgia for services provided to the Griffin Municipal Court, hereinafter called "Court". This Agreement is governed by Article 6 of Chapter 8 of Title 42 of the Official Code of Georgia, Annotated. The parties enter into the Agreement under the specific authority of 42-8-101.

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

I. SCOPE OF SERVICES AND RESPONSIBILITIES OF CONTRACTOR

In consideration of the obligations of the Court or governing authority, Contractor shall provide the following services.

A. Responsibilities of Probation Services Contractor

1. Compliance with Statutes and Rules. Contractor shall comply with Article 6 of Title 42 Chapter 8 of the Official Code of Georgia and all standards, rules and regulations promulgated by the Department of Community Supervision. Contractor shall be registered with the Department of Community Supervision (hereinafter referred to as "DCS") and shall comply with all laws that apply to probation companies in Georgia and all standards, rules, and regulations promulgated by DCS. Any and all probation management activities and/or reporting activities performed by Contractor pursuant to this Agreement must be accomplished in strict compliance with any and all applicable Federal and Georgia laws, as are now in effect or hereafter may be amended. If a contradiction or conflict exists between any and all applicable Federal or Georgia laws and any terms, conditions, stipulations, or other items listed herein, the term,

condition, stipulation, or item listed herein shall not be applicable and the City shall, upon notification of a contradiction or conflict, issue an amendment to bring the term, condition, stipulation, or item into compliance with the law.

2. Records and Confidentiality. Contractor shall keep all reports, files, records, and papers in a centralized location convenient to the City. Such reports, files, records, and papers are and shall remain the property of the City, and shall be maintained in accordance with the Open Records Act. Contractor shall create and maintain individual files for each offender receiving services from Contractor in accordance with this Agreement. Contractor shall maintain the confidentiality of all files, records and papers relative to supervision of probationers under this Agreement. These records, files and papers shall be available only to the judge of the court handling the case, the Department of Audits and Accounts, the Department of Corrections, and the Department of Community Supervision, the State Board of Pardons and Paroles, or the Board of Community Supervision, and to the probationer as provided in O.C.G.A. § 42-8-109.2, and upon transfer of probation supervision to the State, to the Georgia Department of Corrections.

3. Financial Records. Contractor shall maintain financial records according to generally accepted accounting practices.

4. Employee Qualifications and Training. Contractor shall employ competent and able personnel to provide the services to be rendered hereunder and to appropriately administer the assigned caseload.

    a. Contractor shall have at least one supervisor with five years' experience in corrections, parole, or probation services.

    b. Any person employed as and using the title of a private probation officer or probation officer shall undergo a background check by DCS.

    c. Any person employed as a JAG probation officer shall be at least 21 years of age at the time of appointment to the position of private probation officer and shall have completed a standard two-year college course or have four years of law enforcement experience; provided, however, that any person employed as a private probation officer as of July 1, 1996, and who had at least six months of experience as a private probation officer or any person employed as a probation officer by a county, municipality, or consolidated government as of March 1, 2006, shall be exempt from such college requirements.

    d. Every JAG probation officer shall be required to obtain 40 hours of initial orientation training as set forth below provided that the 40

hour initial orientation shall not be required of any person who has successfully completed and who provides documentation of satisfactorily completing a basic course of training for supervision of probationers or parolees certified by the Peace Officer Standards and Training Council. Initial training of new probation officers shall be completed within the first 6 months of employment. JAG Probation Officers will complete a 5-hour block of instruction covering a General Probation Overview and consisting of: The History of Probation, Ethics and Professionalism, Probation Officer Liabilities and Responsibilities, Constitutional Law, and Probation Law; a 20-hour block of instruction covering Probationer Management and consisting of: Confidentiality, Intake, Preparation and Maintenance of Files, Case Documentation, Interviewing and Communication Skills, Available Sentencing Options, Financial Collections, Community Service, Alcohol and Substance Abuse, and Personal Welfare and Safety; and a 15-hour block of instruction covering Legal Procedures and Reports consisting of: General Report Writing Techniques, Violations, Delinquency Reports and Warrants, Courtroom Protocol, Testimony and Revocation Proceedings, First Offender Act, Case Termination Reports, Domestic Violence, and Statutory Changes and Updates.

e. All JAG probation officers are required to obtain 20 hours of annual in-service training. In-service training shall be completed on a calendar year basis. The initial orientation training hours completed during the first calendar year of employment shall also count towards satisfying the annual in-service training requirements for that same period. Annual In-Service Training shall be on topics that relate to the criminal justice system and/or the operation of the probation entity as approved by DCS Misdemeanor Probation Oversight Unit (MPOU).

f. All JAG Administrative Employees, Agents, Interns, or Volunteers shall be required in accordance with DCS Board Rule 105-2-.09 to be at least 18 years of age; sign a statement co-signed by the probation entity director or his/her designee that the administrative employee, agent, intern, or volunteer has received an orientation on these rules as well as operations guidelines relevant to the administrative employee, agent, intern, or volunteer's job duties which shall be maintained in administrative employees, agents, interns, or volunteer's personnel files; have obtained a high school diploma or equivalent and; complete a 16 hour initial orientation program within 6 months of appointment and 8 hour annual in-service continuing education training program, consisting of a curriculum approved by MPOU. Additionally, such person shall maintain a clear criminal record; complete continuing education and; adhere to all other requirements established in these rules.

g. All Administrative Employee, Agent, Intern, or Volunteer will obtain 16 hours of initial orientation training consisting of a 4-hour block of instruction covering: The History of Probation, Ethics and Professionalism, Probation Officer Liabilities and Responsibilities,

Constitutional Law, and Probation Law; an 8-hour block of instruction covering Probationer Management and consisting of: Confidentiality, Intake, Preparation and Maintenance of Files, Case Documentation, Interviewing and Communication Skills, Available Sentencing Options, Financial Collections, Community Service, Alcohol and Substance Abuse, and Personal Welfare and Safety; and a 4-hour block of instruction covering Legal Procedures and Reports consisting of: General Report Writing Techniques, Violations, Delinquency Reports and Warrants, Courtroom Protocol, Testimony and Revocation Proceedings, First Offender Act, Case Termination Reports, Domestic Violence, and Statutory Changes and Updates; obtain 8 hours of annual in-service training. In-service training shall be completed on a calendar year basis. The initial orientation training hours completed during the first calendar year of employment shall also count towards satisfying the annual in-service training requirements for that same period.Annual In-Service Training shall be on topics that relate to the criminal justice system and/or the operation of the probation entity as approved by MPOU. The progress and completion of initial orientation and in-service training is required to be documented and maintained in the individual's files utilizing the forms approved by MPOU. Probation entities and individuals providing probation services may obtain training resource information from MPOU, local law enforcement agencies, local colleges and schools, and national professional associations such as the American Probation and Parole Association, Georgia Professional Association of Community Supervision, American Correctional Association, and/or credible sources approved by MPOU. All training must be approved by MPOU.

h. JAG trainers will have expertise in the area of training and will possess a college degree or POST certification. JAG shall maintain a description of the course and the contact information of the trainer on file. Training provided by professional training services shall be accepted so long as a description of the course and the trainer's contact information is maintained on file and has been approved by MPOU.

i. In no event shall any person convicted of a felony be employed as a private probation officer or administrative support staff.

5. Criminal History Check. Contractor shall have a criminal history records check made of **all** employees and give written consent to the Department of Community Supervision to conduct periodic criminal history checks.

6. Officer per Probationer Ratio and Standards of Supervision. Contractor shall manage caseload limits so as not to exceed **250** probationers per probation officer for basic supervision and **100** probationers per probation officer for intensive supervision. Probation Officers shall make **1** office contact per **month.**

The Probation Officer may at his or her discretion require the probationer to report on a weekly basis if the probationer is not in full compliance with his or her terms of conditions of supervision.

7. The Contractor shall maintain an office in the city of **Griffin, Spalding County Georgia** for meeting with and the provision of services to probationers.

B. Reports

Contractor shall provide to the judge and the Board of Commissioners with whom this Agreement was made and the Board of Community Supervision (hereinafter referred to as the "Board") a quarterly report summarizing the number of offenders under supervision; the amount of fines, statutory surcharges, and restitution collected; the amount of fees collected and the nature of such fees, including probation supervision fees, rehabilitation programming fees, electronic monitoring fees, drug or alcohol detection device fees, substance abuse or mental health evaluation or treatment fees, and drug testing fees; the number of community service hours performed by probationers under supervision; a listing of any other service for which a probationer was required to pay to attend; the number of offenders for whom supervision or rehabilitation has been terminated and the reason for the termination; the number of warrants issued during the quarter, in such detail as requested; the number of cases closed during the quarter and whether it was closed successfully or unsuccessfully; the number of probationers using community service hours to satisfy the fine or other financial obligations, and the number of community service hours so converted; amounts of unpaid financial obligations, specifying amounts of probation fees, crime victim funds, victim restitution, and fines/other funds to be paid to the court; and number of cases where each of the following types of requirements were incomplete: community service, evaluation/counseling, risk reduction school, defensive driving school. The report shall be delivered by the end of the month following the calendar quarter.

Contractor shall provide such other reports as may be requested by the Court during the period of this Agreement. Contractor shall provide such reports to the Court or the Board of Commissioners within 14 days of the written request of the Court of the Board of Commissioners.

C. Tender of Collections

Contractor shall deliver to the Clerk of Court every month all funds paid by probationers, except that Contractor shall retain funds due for probation fees; shall pay Crime Victim Emergency Fund (hereinafter referred to as "CVEF") fees directly to the Criminal Justice Coordinating Council. All said sums shall be disbursed every month to the person or entity entitled to such payment by the 10th day of the month following payment by the probationer.

Contractor shall tender to the Clerk of Court a report of collections and all fines, fees, and costs collected during the month from probationers by the 10th day of the following month. Restitution shall be paid to the Clerk of Court by the 10th day of the month following collection. Contractor shall credit payments of funds by probationers in the following order of priority: 1) restitution; 2) fines; 3) court costs and surcharges; 4) probation fees, to include CVEF. All partial payments collected from probationers delinquent on their payments will be apportioned by applying fifty percent (50%) of the payment to the Court and fifty percent (50%) of the payment to the Contractor.

Contractor shall not retain or profit from any fines, restitution, fees or costs collected from probationers except the probation fees authorized by this Agreement and listed in Exhibit "A".

D. Access to Contractor Records

1. All records shall be open to inspection upon the request of the City, the Court, the Department of Audits and Accounts, an auditor appointed by the City, the Department of Corrections, the Department of Community Supervision, the State Board of Pardons and Paroles, or the Board of Community Supervision. Contractor shall fully cooperate with the inspection of records and shall provide timely and complete access to such records upon request.
2. Fiscal Audit: Contractor shall employ an independent auditor to annually audit its records and books pertaining to the services rendered at the courts request. Upon a written request by the court, a copy of this audit shall be provided to the Court and County Governing Authority within **2** months or sixty (60) days of the close of the year audited.

E. Conflict of Interest per O.C.G.A 42-8-109

1. No Private Corporation, private enterprise, or private agency contracting to provide probation services under neither the provisions of this article nor any employees of such entities shall engage in any other employment, business, or activity which interferes or conflicts with the duties and responsibilities under contracts authorized in this article.
2. No Private Corporation, private enterprise, or private agency contracting to provide probation services under the provisions of neither this article nor its employees shall have personal or business dealings, including the lending of money, with probationers under their supervision.
3. No private corporation, private enterprise, or private agency contracting to provide probation services under the provisions of this article nor any employees of such entities, shall own, operate, have any financial interest in, be an instructor at, or be employed by any private entity which provides drug or alcohol education services or offers a DUI Alcohol or Drug Use Risk Reduction Program certified by the Department of Driver Services.

4. No private corporation, private enterprise, or private agency contracting to provide probation services under the provisions of this article, nor any employees of such entities shall specify, directly or indirectly, a particular **DUI Alcohol or a Drug Use Risk Reduction Program** which a probationer may or shall attend. This paragraph shall not prohibit furnishing any probationer, upon request, with the names of certified DUI Alcohol or Drug Use Risk Reduction Programs. Any person violating this paragraph shall be guilty of a misdemeanor.

F. Scope of Services to Probationers by Contractor. Contractor shall provide the following services:

1. Court Attendance and Probationer Case History. During all court sessions, Contractor shall have a probation officer attend and interview each offender to complete a case and personal history and to provide orientation and instruction regarding compliance with the Court's ordered conditions of probation. At orientation, the probation officer shall provide a list of all service fees to the probationer.

2. Supervision. Contractor shall monitor and supervise probationers to ensure compliance with the Court's order of probation. Contractor shall make a supervision assessment of the offender and determine the probationer's reporting schedule.

3. Restitution, Fine and Fee Collection. The Court shall have the sole authority to determine monetary amounts required from probationers. Contractor shall collect restitution, fines, court costs and fees, program fees, and probation fees as ordered by the Court. Contractor shall provide an itemized ledger prepared in accordance with accepted accounting practices for each month for each case under supervision. Contractor shall provide probationer a written receipt and balance statement after each payment

    (a) **Indigent Offenders**: Offenders determined by the court to be indigent in accordance with O. C. G.A 42-8-102 shall be supervised at no cost to the probationer or the Court or governing body.

    (b) **Pay-Only Cases**: Pay-Only cases or the term 'pay-only probation' means a defendant has been placed under probation supervision **solely** because such defendant is unable to pay the court imposed fines and statutory surcharges when such defendant's sentence is imposed. Such term shall not include circumstances when restitution has been imposed or other probation services are deemed appropriate by the court. When

pay-only probation is imposed, the probation supervision fees shall be capped so as not to exceed three months of ordinary probation supervision regardless of the number of concurrent or consecutive cases; provided, however, that collection of any probation supervision fee shall terminate as soon as all court imposed fines and statutory surcharges are paid in full; and provided, further, that when all such fines and statutory surcharges are paid in full, the private probation officer, as the case may be, shall submit an order to the court terminating the sentence within 30 days of fulfillment of such conditions. If pay-only probation is subsequently converted to a sentence that requires community service, on petition by a probation officer or private probation officer and with the probationer having an opportunity for a hearing, the court may reinstate probation supervision fees as necessary to monitor the probationer's compliance with community service obligations.

(c) **Consecutive sentences**: When a defendant is serving consecutive misdemeanor sentences, whether as a result of one case from one jurisdiction or multiple cases from multiple jurisdictions, upon motion by the defendant, the court may discharge such defendant from further supervision or otherwise terminate probation when it is satisfied that its action would be in the best interest of justice and the welfare of society. Such motion shall not be ripe until 12 months after the sentence was entered and every four months thereafter. The defendant shall serve the applicable entity or governing authority that is providing his or her probation services with a copy of such motion. Additionally, when a defendant is serving consecutive misdemeanor sentences the probation officer shall review such case after 12 consecutive months of probation supervision wherein the defendant has paid in full all court imposed fines, statutory surcharges, and restitution and has otherwise completed all testing, evaluations, and rehabilitative treatment programs ordered by the court to determine if such officer recommends early termination of probation. Each such case shall be reviewed every four months thereafter for the same determination until the termination, expiration, or other disposition of the case. If such officer recommends early termination, he or she shall immediately submit an order to the court to effectuate such purpose.

(d) A schedule of allowed Probation Fees shall be attached to the Contract as Exhibit “A”. Contractor may only charge fees found in Exhibit “A”.

(e) Probationers shall always be allowed to make greater payments than the minimum required by the payment schedule, and shall always be allowed to prepay fines, costs, restitution, and probation fees in full without penalty.

(f) Contractor shall give clear instruction to probationers on how to request that community service be used to satisfy financial or other obligations of sentence. The Court shall, from time to time, give Contractor direction as to the amount of credit to be given per hour or eligible community service.

(g) Contractor shall establish and comply with written internal policies giving probation officers standards for managing financial non-compliance: establishing minimum and maximum degrees of financial non-compliance that will prompt the officer to require increased reporting or to request a court hearing.

(i) If probation claims the financial non-compliance is due to significant financial hardship as described in O.C.G.A. § 42-8-102 and in the applicable Bench Card published by the Administrative Office of the Courts, Contractor shall conduct an initial assessment of significant financial hardship and supply the results to the Court within thirty days from the Court to make a final determination of whether significant financial hardship exists.]

(ii) Contractor's current form for gathering information for the initial assessment of significant financial hardship is attached as Exhibit "C". Contractor shall update such form as necessary in order to support compliance with applicable law.

4. Community Service. The contractor shall coordinate, monitor, and ensure compliance with community service by each probationer as ordered by the Court. The Court may convert fines, statutory surcharges, and probation supervision fees to community service on the same basis as it allows a defendant to pay a fine through community service as set forth in subsection (d) of Code Section 17-10-1. Contractor will maintain records of community service participation.

(a) Contractor shall not recognize community service hours at any agency that has not been approved by the Court. Agencies may apply to be a community service provider by following the procedures in O.C.G.A. § 42-3-51 and, if accepted by the Court, are governed by the restrictions found therein.

(b) Contractor shall ensure that actual and appropriate community service work is performed for the number of hours credited, and properly supervised and certified by a responsible individual at the agency. Probationers shall not be allowed to perform community service under supervision of any relative. Agencies improperly supervising probationers or certifying work not performed or hours not worked shall be removed from the list of approved agencies.

(c) Contractor shall maintain a list of agencies which qualify as community service supervision agencies pursuant to O.C.G.A. § 42-3-50, et seq. Contractor shall investigate each agency to ensure that the agency provides appropriate community service opportunities with appropriate supervision. Contractor shall immediately report to the Court any violations be each agency so that the Court may consider whether to remove any such agency from its list of approved community service providers.

(d) Contractor may require additional reports to probation as a result of delay in beginning or completing community service. If probationer continues to substantially fail to timely perform community service after an initial opportunity to correct the violation, Contractor shall promptly bring the violation to the Court's attention via petition to revoke.

(e) Contractor shall not convert community service to cash or other forms without the express, written approval of the Court, including the specific type and amount of alternative payment or performance.

(f) Community service of offenders determined by the Court to have a significant financial hardship or determined to be indigent shall be supervised at no cost to the probationer or the Court or governing body or shall be supervised at the reduced rate set forth in Exhibit "A".

5. Employment Assistance. The contractor shall prepare referrals and lend reasonable assistance to probationers either to the extent ordered by the Court or to the extent available for probationers desiring employment assistance or counseling.

6. Drug/Alcohol Screening. The contractor shall coordinate with local authorities and facilities, evaluation and assessment of probationers for drug/alcohol rehabilitation, mental health or psychological counseling, or educational programs mandated by the Court and shall require probationer's compliance. Contractor shall conduct drug and alcohol screens as determined necessary by the Court. The probationer shall be

responsible for the costs of all drug or alcohol testing at the rate found in Exhibit “A”, which shall be reasonable in relation to the cost of each test and the standard charge in the industry.

(a) Whenever a probationer is required by sentence of the Court to obtain an evaluation for substance abuse, anger or violence issues, or other mental health issues, Contractor shall require prompt proof of such evaluation from the probationer within the time limit set by the Court. If no time limit is set by the sentence, Contractor shall require such evaluation within the first 60 days of probation.

(b) Whenever a probationer is required by sentence of the Court to obtain counseling for substance abuse, anger or violence issues, or other mental health issues, Contractor shall require prompt proof of such counseling from the probationer within the time limit set by the Court. If no time limit is set by the sentence, Contractor shall require such counseling within the first 60 days of probation, or if the counseling is to follow an evaluation, then within 30 days after obtaining an evaluation.

(c) Contractor may require additional reports to probation as a result of delay in beginning or completing evaluation or treatment. If a probationer continues to substantially fail to complete evaluation or obtain treatment after an initial opportunity to correct the violation, Contractor shall promptly bring the violation to the Court’s attention via petition to revoke.

(d) Contractor shall not require a probationer to undergo drug screens unless probationer’s sentence expressly makes probationer subject to drug screens or the probationer’s probation officer is able to observe indicia that the probationer is intoxicated by alcohol or drugs.

7. Electronic Monitoring. Contractor when so ordered shall provide and operate a system of electronic home detention monitoring.

8. Reports of Violations Probation and Revocation Procedures. The contractor shall recommend revocation of probation whenever the probationer has failed to substantially comply with the terms and conditions of probation. The Court shall provide Contractor with direction of what constitutes a substantial failure to comply with probation terms and conditions. Contractor shall prepare probation violation warrants and orders for submission to the Court. Contractor shall have probation officers available to testify at probation revocation hearings, sentencing hearings and such other hearings as deemed reasonable and necessary

by the Court. The Court shall provide Contractor direction as to what curative measures should be taken in the case of minor violations.

9. Pre-hearing Arrest Warrants. Except as expressly directed by the Court in a particular case, or in the circumstances following, Contractor shall not request issuance of an arrest warrant for a probationer prior to the hearing based on the following types of violations: failure to pay fines, fees, or other sums; failure to perform community service; failure to attend classes or counseling; failure to obtain mental health evaluations. In these instances, Contractor shall request a pre-warrant revocation hearing before the Court unless other circumstances justify arrest prior to hearing. Providers may request issuance of an arrest warrant for a probationer prior to a hearing based on the following types of violations: commission of a new criminal offense; threats to public safety or the safety of individual persons or property; threats to the safety of victims or contact with a victim in violation of sentence conditions or other court orders; failure to report to probation; failure to appear for court proceedings after due notice; use of alcohol or drugs, testing positive for alcohol or drugs, or refusing or failing to submit to drug screens in violation of a condition of probation; repeat violation of sentence conditions, where lesser sanctions have proven ineffective and limited remaining sentence time makes immediate arrest necessary; technical violations where less than 60 days remain on the sentence; and as specifically directed by the Court.

II. OBLIGATIONS OF THE COURT OR GOVERNING AUTHORITY

In consideration for the services of Judicial Alternatives of Georgia, Inc., the Court shall provide the following:

A. Payment for Contractors Services

For regular probation supervision which includes a minimum of **one (1)** office contact per month and may require as many as **four (4),** the probationer shall pay a fee of **$45.00** per month. For intensive probation supervision which includes a minimum of **one (1)** office contact per week and **four (4)** office contacts each month, probationer shall pay a fee of **$50.00** per month. Contractor shall collect such probation fee for each month a probationer is under probation supervision. A **one (1) month** supervision fee is defined as the date the probationer is placed on probation and runs through the monthly anniversary date each month. If a probationer is supervised past the monthly anniversary date, the probationer will be charged one **(1) months** supervision fee. During the Term of this Agreement and Contractor's satisfactory performance, the Court shall refer all offenders ordered to serve time on probation, to Contractor for purposes of probation supervision services.

B. Probation Fee

The Court shall make payment of the probation fee, a term and condition of the order of probation for each probationer assigned for supervision to Contractor unless the Court determines the probationer to be indigent or to have a significant financial hardship that warrants waiver or modification of the fee. The Court shall not be liable for payment of any supervision fee or any program fee of a probationer.

C. Pre-sentence Investigations

When ordered by the Court, Contractor shall provide a pre-sentence investigation report and Court shall pay to Judicial Alternatives of Georgia, two-hundred and fifty dollars ($250.00).

D. Access to Criminal Histories

The Court shall assist Contractor in obtaining access to criminal histories in the Georgia Crime Information Center and National Crime Information Center through local law enforcement in order for Contractor to conduct pre-sentence or probationer investigations as may be requested.

E. Notice of Court Sessions

The Court shall provide Contractor **two (2**) days advance notice of all court sessions that Contractor is required to attend. Notice for purposes of this provision may be given by mail, telephone, and fax machine.

F. Court Facilities

The Court shall provide to Contractor an area, as available, for conduct of initial interviews and orientation with the probationer on the day of sentencing.

G. Period of Service

The initial term of this agreement shall commence performance on **01/01/2026** and shall continue until 12/31/2026. Thereafter, the agreement shall automatically renew for four (4) successive 12-month terms, unless either party provides a notice of intent not to renew in writing within thirty (30) days of the end of the then-current term.. Either party may terminate this Agreement upon thirty (30) days written notice. The Court and/or Governing Authority may terminate this Agreement immediately for cause, including without limitation material breach of this Agreement, insolvency of Contractor, filing of a voluntary or

involuntary case in bankruptcy. Within fifteen (15) working days of termination, the contractor shall peacefully surrender to the Court all records and documents generated by Judicial Alternatives of Georgia, Inc, in connection with this Agreement and the services hereunder and any equipment or supplies assigned to Contractor by the Court. Contractor shall turn over to the Clerk of Court any moneys collected or received less supervision fees validly incurred and duly owing to Contractor through the termination date. Any fines, costs, fees or restitution received by Contractor from probationers of this Court after termination of this Agreement shall be forwarded to the Clerk of Court, other than fees earned by Contractor. The Court shall provide Contractor a receipt for all property surrendered under this provision.

III. INDEMNITY, INSURANCE, AND BONDING OBLIGATIONS OF CONTRACTOR

H. Insurance and Bond

Contractor shall maintain comprehensive general liability insurance, including acts, errors or omissions and contractual liability insurance, in an amount not less than $2,000,000. *JAG* shall furnish continuous proof of insurance coverage as required hereunder, as well as proof of maintaining employee bonds in an amount of $100,000 per employee.

I. Indemnification

Neither the Court nor the Governing Authority shall be liable to Contractor nor to anyone who may claim a right resulting from any relationship with **Judicial Alternatives of Georgia**, **Inc**, for any acts of Contractor, its employees, agents, or participants in the performance of services conducted on the property of the City of **Griffin.** Contractor shall indemnify and hold harmless the Court and Spalding County from any claims, demands, actions, proceedings, expenses, damages, liabilities or losses (including but not limited to attorney's fees and courts costs) and any causes of action arising from any acts or omissions arising out of or in connection with the services performed by **Judicial Alternatives of Georgia, Inc**, or its employees and agents under the terms of this Agreement.

IV. REPRESENTATIONS AND WARRANTIES OF CONTRACTOR

A. Deficiency in Service by Contractor

In the event that the court and/or governing authority determines that there are deficiencies in the services provided by Contractor hereunder, the Court and/or Governing Authority may terminate this Agreement in accordance with Item M or notify the Contractor in writing as to the exact nature of such deficiency. Within **sixty (60) days** of receipt of such notice, the Contractor shall cure or take

reasonable steps to cure the deficiencies. In the event the company fails to cure or take reasonable steps to cure the deficiencies to the Court and/or Governing Authority's satisfaction, then either may declare the Contractor in default and may terminate this Agreement.

B. Time is of the Essence of this Agreement

C. Compliance with the Law

The Contractor shall comply with all federal, state and local laws statutes, regulations and ordinances arising out of or in connection with the performance of its services pursuant to this.

D. Independent Contractor

Contractor is an independent contractor and is not an agent, joint venturer or other affiliate of the City of **Griffin**in any way. Contractor shall use its own employees and agents to perform this Contract. It is agreed that Contractor is solely responsible for payment of all federal, state, and local income taxes, self-employed Social Security taxes, and any other similar obligations arising from the performance of this Agreement or receipt of compensation therefore. The Contractor agrees to indemnify and hold harmless the Court and the City of Griffin from and against any and all federal, state, or local tax liability or penalties that may arise from the payments made to the Contractor pursuant to this Agreement. The Contractor acknowledges that neither it nor its employees are eligible for any benefits provided by the Court or the City of Griffin to their respective party.

E. Entire Agreement

This Agreement, including all exhibits attached hereto and incorporated herein by reference, constitutes the entire agreement between the parties hereto and supersedes any and all agreements, whether written or oral, that may exist between the parties regarding the same. No representations, inducements, promises, or agreements between the parties not embodied herein shall be of any force and effect. No amendment or modification to this Agreement or any waiver of any provision hereto shall be effective unless in writing and signed by all parties to include the court, governing authority, and contractor.

F. Binding Agreement

This Agreement shall not be binding upon any successor to the undersigned Judge of the **Griffin Municipal Court**, Georgia unless ratified by the successor in office. If a successor attains the position of undersigned judge, and this

Agreement is not ratified by such successor, then Contractor shall be permitted a reasonable time period, no less than ninety (90) days, in which to wind up its activities. The Court will be deemed not to have ratified the Agreement unless Court gives written notice of ratification within 30 days of taking the oath of office. The Court has entered into this Agreement in part on the basis of personal reliance in the integrity and qualifications of the staff of Contractor. The same is applicable to change in leadership of the Governing Authority.

Contractor may not delegate, assign or subcontract any obligation of Contractors performance under the Contract and may not assign any right under this Contract, in either case without Court's written approval. The Court's discretion in this regard shall be absolute.

Any notices made in accordance with this Agreement except as otherwise set out in Item (II)(K), shall be in writing and shall be made by registered or certified mail, return receipt requested, to:

Judicial Alternatives of Georgia, Inc
Attn: Tim Donovan
232 Meriwether Street
Griffin, Georgia 30224
Office: (678) 688-2888
Fax: (678) 688-2102

City of Griffin Municipal Court
Attn: Judge Griffin E. Howell, III and Melissa Brock, Court Clerk
100 S. Hill St., P.O. Box T
Griffin, GA 30223
Office: (770) 233-4124

IN WITNESS WHEREOF, THE PARTIES HERE TO HAVE EXECUTED THIS AGREEMENT ON THE _____DAY OF _____, 20___. PROBATION SERVICES CONTRACTOR:

By: Tim Donovan
Name: Tim Donovan
Title: Co-Owner, Judicial Alternatives of Georgia, Inc

By: _____
Name: Douglas S. Hollberg, Mayor, City of Griffin

Attest: _____
Name: Jessica W. O'Connor, Secretary

By: _____
Judge: Griffin Howell, III
Court: Municipal Court of Griffin, Georgia

Approved as to Form:

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

Exhibit A

SCHEDULE OF FEES

The following are fees paid by the offender to Judicial Alternatives of Georgia, Inc.

SERVICE	***COST OF SERVICE***
Regular Probation Supervision	$45.00 per month, per offender
Intensive Supervision (Requires minimum of 3 weekly contacts)	$50.00 per month, per offender
Pre-Trial Supervision	$60.00 per month, per offender

The above fees include all services outlined in the Scope of Services directory with the exception of the following:

PROGRAM SERVICES	***COST OF SERVICE***
Drug Screens (Screens for 8 controlled substances)	$30.00 per screen (URINALYSIS) (ORAL TEST)
Electronic Monitoring Electronic Monitoring w/Intox	$15.00 per day, per offender $20.00 per day, per offender
Anger Management Program	$175.00 (8-hour course)
"Responsible Behavior"	$175.00 (8 hour course)
Pre-Sentence Investigation	$250.00 (Available if requested)

AGENDA ITEM SUMMARY

ITEM SUMMARY:

Consider a contract in the amount of $3,904.25 with Hazardous Waste Experts, sole source, for the transportation and disposal of one pallet of AFFF foam. *Fire Chief John Hamilton will address*

SPECIAL CONSIDERATIONS OR CONCERNS:

This will remove all remaining AFFF firefighting foam from City property and dispose of it properly. There were no other companies in the area that we were able to get a quote from.

STAFF RECOMMENDATION:

Staff recommends approval.

FINANCIAL IMPACT:

The item is budgeted in FY26.

Submitted By:
John Hamilton

Meeting Date:
13/01/2026

Reviewed By:
Jessica O'Connor

ATTACHMENTS:
ACCEPTED - Griffin Fire Rescue - HWE - Quote - 50860 - 1 12.23.25.pdf
HWE Sole Source.pdf

QUOTE

HAZARDOUS WASTE EXPERTS

Account #	60712
Date	01/14/2026
Job #	50860
Quote #	50860 - 1
PO #	

Billing Address

City of Griffin,
Attn: Griffin Fire Rescue
1420 Ellis Rd.
Griffin, GA 30223

Pick-Up Address

Griffin Fire Rescue - Site
1420 Ellis Rd.
Griffin, GA 30223
USA

Quote Prepared by

Robby Parker
robby.parker@hazardouswasteexperts.com
(901) 634-9010

Accounts Payable Contact

Quote Details

Type	Description	Qty.	Units	Unit Price	Extended Price
Disposal	rate per pallet of AFFF (18 x 5-gal)(shrink wrapped and not to exceed 4' x 4' x 4' tall)	1	Pallets	$1,295.00	$1,295.00
Transportation	stop fee and manifest fee	1	Each	$2,100.00	$2,100.00
E&I	energy and insurance fee 15% of invoice total	1	Each	$509.25	$509.25

Total (USD) $3,904.25

Quote Assumptions:

The above pricing is an estimate only, all estimates are based on information provided by the customer. The above said customer will be billed for those services, labor and materials necessary to complete this project only. Non-conforming or additional material may result in additional fees or surcharges. Final pricing will be based on the final waste shipped and loads needed to complete job. Proposed pricing is valid for 30 days.

Quote Comments:

Please confirm the billing and pick-up addresses. Please add your accounts payable information if it's incorrect or not filled in.

Quote and Pricing Conditions

This quote is made pursuant to and incorporates by reference the services agreement that is attached to this quote or IF NONE, the one that was previously signed by the parties. capitalized terms not defined in this quote have the meanings attributed to them in the services agreement.

Please note that we charge a 3% fee on credit card transactions.

By signing this document, I am granting permission to Hazardous Waste Experts and its affiliates and subcontractors to sign any and all waste characterization, waste profile, waste manifest and other waste paperwork on my behalf.

Signature: _____

Date: _____

Company: City ofGriffin
Name: Douglas S. Hollberg
Title: Mayor

Attest: _____
Jessica W. O'Connor, Secretary

Approved as to Form:

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

Hazardous Waste Experts,
a brand and division of MCG Environmental Services, Inc.

Robby Parker
Signature

Name: Robby Parker
Title: RSD
Date: 1-5-26

Rev. 02.01.2022

This Services Agreement (this "**Agreement**") is between Hazardous Waste Experts ("**HWE**"), a brand and division of MCF Environmental Services, Inc, and the company listed in the billing address on the attached quote form ("**Customer**"), and is made and entered into as of the date of execution by both parties. ("**Effective Date**").

1. Services

1.1 Scope of the Services. HWE shall perform the services described in the attached Quote and each subsequent Quote entered into between the parties (the "Services").

"Quote" means the document issued by HWE pursuant to this Agreement that references this Agreement and specifies the services to be performed by or on behalf of HWE and the corresponding fees to be paid by Customer. A Quote may be entitled "Quote", "Emergency Response Agreement", or another term. A Quote is deemed accepted by Customer if the Quote is signed by Customer.

1.2 Performance of the Services. HWE shall perform the Services in a professional manner and in conformity with applicable laws. HWE shall also maintain insurance of the type with the applicable policy limits that meet or exceed those required by applicable law for the Services and that are necessary for HWE to fulfill its obligations herein. Upon Customer's request, HWE shall provide Customer with copies of such records and certificates of insurance.

2. Compensation and Other Payments

2.1 Compensation, Payment Terms, and Taxes. As consideration for the Services and other obligations under this Agreement, if Customer is granted credit terms, Customer shall pay to HWE the amounts listed on the applicable HWE invoice for the Services described in such invoice by the date specified in such invoice, or if not specified, within 30 days of receipt of the invoice. Payments not made when required are subject to late charges equal to the lesser of (a) one and one-half percent (1.5%) per month (eighteen percent (18%) per annum) of the overdue amount, or (b) the maximum amount permitted under law, plus in either case, costs of collection and if applicable reasonable legal fees. Customer shall pay all sales and transfer taxes, if any, in connection with the Services, unless otherwise specified in the applicable Quote.

2.2 Expenses. Customer shall reimburse HWE for all reasonable, ordinary and necessary out-of-pocket expenses incurred in the course of the performance of HWE's duties and responsibilities under this Agreement; provided that such expenses must be listed on a quote and authorized by customer, in writing, before expenses are incurred.

2.3 Invoices. HWE shall submit to Customer invoices setting forth (a) a description of the applicable Services rendered in reasonable detail and (b) if any, a listing and description of other fees and reimbursable expenses. HWE shall submit all invoices to the Customer email address specified on the Quote and, if none, then the contact who authorized service.

2.4 Price Increases. HWE may make a determination during the Term to increase pricing based on current Industry or Market conditions. If HWE makes such a determination, a minimum thirty (30) day notice is required to Customer.

3. Term and Termination The term of this Agreement commences as of the Effective Date and continues for the Term (the "Term"), and Renewal Term (the "Renewal") specified on the attached quote form, or until terminated in accordance with the terms herein. Either party may terminate this Agreement if the other party (a) commits a curable material breach or default of an obligation under this Agreement that is not remedied within fifteen days after the nonbreaching party provides written notice thereof, (b) commits a noncurable material breach or default of an obligation under this Agreement, or (c) files for bankruptcy, becomes insolvent, or becomes an involuntary participant in a bankruptcy proceeding, if such involuntary proceedings are not dismissed within 60 days after commencement. In addition, (x) either party may terminate this Agreement with 30 days prior notice to the other party, and (y) HWE may terminate this Agreement upon notice to Customer in the event a subsequent Quote is not entered into within one year upon the completion of the Services from the previous Quote. HWE shall be entitled to receive payment for all Services provided to Customer under this Agreement prior to the termination date and not included in any previous payment.

4. HWE Representations, Warranties and Covenants 4.1 Representations and Warranties. HWE represents and warrants to Customer that: (1) HWE will use all due care and follow all applicable laws in handling any materials; and (2) HWE is not under any pre-existing obligation, legal or otherwise, in conflict or in any way inconsistent with the provisions of this Agreement or with HWE's undertaking of a relationship with Customer.

4.2 Nonsolicitation. During the Term and for twelve months thereafter, Customer shall not directly or indirectly through or with one or more other persons recruit or solicit for employment or other services any person who is an employee or independent contractor, or who was an employee or independent contractor at any time during the six months prior thereto, of HWE for whom Customer had contact in connection with the Services. Nothing in this Agreement restricts Customer from using general means to solicit the general public not specifically targeting such employees and independent contractors.

4.3 Indemnification of Customer. Except as otherwise provided in this Agreement and subject to the provisions of Section 6 below, HWE shall defend Customer against any third party filed claim arising from HWE's performance of the Services in violation of applicable law, excluding any claim arising from the alleged negligence, willful misconduct or violation of applicable law by Customer, its directors, officers, employees or agents ("**Claim Against Customer**"), and shall indemnify Customer for the resulting costs and damages finally awarded against Customer to such third party by a court of competent jurisdiction or agreed to by HWE in settlement. As a condition of receiving indemnification under this section, Customer must provide HWE with (a) prompt written notice of the details related to the Claim Against Customer; (b) complete control over the defense and settlement of the Claim Against Customer (provided, that HWE will not settle any Claim Against Customer without Customer's prior written permission, which will not be unreasonably withheld, delayed or conditioned, in the event the settlement does not release Customer from all liability pertaining to the Claim Against Customer); and (c) such assistance in connection with the defense and settlement of the Claim Against Customer as HWE may reasonably request. The indemnification and related obligations contained in this section are limited to the extent provided in Section 8 (Limitation of Liability and Damages).

6. Customer Compliance

6.1. Customer Status. Customer understands that performance of the Services significantly depends on, among other things, Customer's compliance with applicable law, the condition of Customer's waste material containers, and the conformity of the waste material with the specifications listed or referenced on the applicable Quote. Customer represents and warrants to HWE that: (a) Customer holds clear title to all waste material, waste material containers, and any other materials that HWE or its subcontractors handle, store, treat, process, or dispose of in connection with this Agreement; and (b) Customer is a "Generator" and "Arranger" pursuant to the Environmental Protection Act (Ontario), to the extent the Services are performed in Canada, or the Resource Conservation and Recovery Act and the Comprehensive Environmental Response, Compensation, and Liability Act to the extent the Services are performed in the United States, and all other applicable laws. Customer acknowledges that neither HWE nor its subcontractors assume the status of "Generator" or "Arranger" pursuant to any applicable law. Title, risk of loss and all other incidents of ownership with respect to the waste material, waste material containers and any other materials transfers from Customer to the applicable HWE's subcontractor at the time such subcontractor terminates the Manifest for the waste material on the applicable Quote, , subject to all applicable law, including HWE or subcontractor's right to reject nonconforming waste pursuant to 40 CFR § 264.72, and confirmation by HWE or the subcontractor of conformance of the waste material with the Quote. If the waste material does not conform to the Quote, then HWE or the subcontractor can opt to (i) return the waste material to Customer in accordance with applicable law; (ii) dispose of the material in a manner reasonably determined by HWE of which all charges related to (including, but not limited to, storage, handling, transportation and disposal) non-conforming waste shall be paid solely by Customer to HWE as outlined in Section 2; or (iii) otherwise properly dispose of the non-conforming waste material as necessary by law or to prevent injury or damages to, or degradation of, HWE or its subcontractors' property, people, or the environment. HWE's subcontractor does not assume title, risk of loss of any other incident of ownership with respect to any waste material not on the applicable Quote and/or Manifest that is determined to be non-conforming at the sole discretion of HWE. By entering into this Agreement, exercising its rights, or performing its obligations, HWE does not and will not take title, risk of loss, or any other incident of ownership with respect to any waste material, waste material containers, or any other materials. HWE does not take responsibility for the actions of any subcontractor.

6.2 Suspension; Indemnification. HWE may suspend, at its sole discretion, its performance of the Services (in whole or in part, including rejecting the waste material): (a) if the waste material does not conform to the specifications listed or referenced on the applicable Quote; (b) if the waste material containers are damaged, defective, or do not comply with applicable US DOT or state transportation requirements for the specific type of waste material; (c) to prevent injury or damages to, or degradation of, HWE or its subcontractors' property, people, or the environment; (d) to comply with any law, court order, or governmental request; or (e) if Customer violates the terms of this Agreement or applicable law. HWE shall use reasonable efforts to provide Customer with notice before or promptly following any suspension of the Services. HWE shall resume the Services as soon as the event giving rise to suspension has been resolved. HWE may charge and Customer shall pay any fees required by law or otherwise required to properly dispose of the non-conforming waste, even if HWE or its subcontractors provide no prior notice and even if such fees are not listed on a Quote. HWE may also charge and Customer shall pay a cancellation fee equal to the lesser of $500 or the amount applicable to scheduled Services, if Customer requests the cancellation or rescheduling of such Services with notice to HWE less than ten (10) calendar days prior to the originally scheduled date of such Services. Customer shall comply with applicable law.

7. Disclaimer of Warranties EXCEPT AS PROVIDED IN SECTION 4.1 (REPRESENTATIONS AND WARRANTIES), TO THE EXTENT PERMITTED BY LAW, THE SERVICES DESCRIBED IN EACH QUOTE AND ANY OTHER SERVICES OR DELIVERABLES ARE PROVIDED “AS IS” AND “AS-AVAILABLE,” WITH ALL FAULTS, AND WITHOUT WARRANTIES OF ANY KIND. HWE DISCLAIMS ALL OTHER REPRESENTATIONS, WARRANTIES AND CONDITIONS, EXPRESS AND IMPLIED, INCLUDING, BUT NOT LIMITED TO, THE IMPLIED 6 WARRANTIES OF MERCHANTABILITY, FITNESS FOR A PARTICULAR PURPOSE, QUIET ENJOYMENT, QUALITY OF INFORMATION, AND TITLE. NO ORAL OR WRITTEN INFORMATION OR ADVICE GIVEN BY HWE, ITS SUBCONTRACTORS, OR ITS AUTHORIZED REPRESENTATIVES CREATES ANY OTHER WARRANTIES OR IN ANY WAY INCREASES THE SCOPE OF HWE’S OBLIGATIONS UNDER THIS AGREEMENT.

8. Limitation of Liability and Damages

CUSTOMER AGREES THAT HWE IS NOT A GENERATOR OR ARRANGER OF ANY OF CUSTOMER’S WASTE. NEITHER HWE NOR ITS SUBCONTRACTORS WILL HAVE ANY LIABILITY TO CUSTOMER OR ANY THIRD PARTY FOR ANY LOST PROFITS, SALES, BUSINESS, OR DATA, OR OTHER INCIDENTAL, CONSEQUENTIAL, OR INCLUDING EXEMPLARY AND PUNITIVE DAMAGES, OF ANY KIND OR NATURE RESULTING FROM OR ARISING OUT OF THIS AGREEMENT, THE SERVICES, OR ANY OTHER SERVICES RENDERED OR DELIVERABLES PROVIDED UNDER THIS AGREEMENT, REGARDLESS OF WHETHER UNDER A CONTRACT, TORT, OR OTHER THEORY OF LIABILITY.

9. General Provisions

9.1 Assignment; Delegation. Without the prior written consent of HWE, Customer shall neither (a) assign, whether voluntarily or involuntarily, this Agreement or any of Customer’s rights under this Agreement, nor (b) delegate any performance under this Agreement. Any purported assignment or delegation in violation of this section will be void. With notice to Customer, HWE may assign this Agreement to a successor in connection with a merger, acquisition, sale of HWE’s assets, or similar reorganization. HWE may also separately engage one or more subcontractors to exercise HWE’s rights and perform HWE’s obligations hereunder, at its sole discretion. This Agreement binds and benefits the parties and their respective heirs, executors, administrators, legal representatives, and permitted successors and assigns.

9.2 Governing Law. The laws of the State of Georgia govern all matters arising out of or relating to this Agreement, including, without limitation, its interpretation, construction, performance, and enforcement, without giving effect to such state’s conflicts of law principles or rules of construction concerning the drafter hereof. The parties hereby irrevocably and unconditionally submit to the jurisdiction of the federal located in Fulton County, Georgia and state courts located in Spalding County, Georgia Cook County, Illinois for the purpose of any suit, action, or other proceeding arising out of or based upon this Agreement, which courts are the exclusive forum for any such suit, action, or other proceeding. The prevailing party in any such dispute may recover its reasonable legal fees related to such dispute. **9.3 Notices.** To be effective, any notice, consent, or communication required or permitted to be given in connection with this Agreement must be in writing and personally delivered or sent by messenger, fax, overnight courier, email, or certified mail and addressed to the address specified on the most recent Quote or invoice, to the attention of the persons listed therein. Each party shall promptly notify the other of any change to such party’s address or contact information. All notices, consents, and communications are deemed delivered and received by the receiving party (i) if personally delivered or delivered by messenger, on the date of delivery or on the date delivery was refused, (ii) if delivered by fax transmission, upon receipt of fax confirmation of the party transmitting such fax,(iii) if delivered by overnight courier or certified mail, on the date of delivery as established by the return receipt, courier service confirmation, or similar documentation (or the date on which the courier or postal service, as applicable, confirms that acceptance of delivery was refused or undeliverable), or (iv) if emailed, the date on which the email is sent.

9.4 Amendments and Waivers. No amendment, rescission, or waiver related to this Agreement is effective unless it is in writing, references this Section 9.4, and is signed by both parties. No failure or delay in exercising any right or remedy or requiring the satisfaction of any condition under this Agreement, and no course of dealing between the parties, operates as a waiver or estoppel by HWE of any right, remedy, or condition. A waiver made by HWE in writing on one occasion is effective only in that instance and only for the purpose that it is given and is not to be construed as a waiver on any future occasion or against any other person. To the extent any course of dealing, act, omission, failure, or delay in exercising any right or remedy by HWE under this Agreement constitutes the election of an inconsistent right or remedy, that election does not either constitute a waiver of

any right or remedy or limit or prevent the subsequent enforcement by HWE of any contract provision.

9.5 Severability. If any provision of this Agreement is held to be invalid, illegal, or unenforceable, the validity, legality and enforceability of the remaining provisions of this Agreement will not be affected or impaired. If any provision of this Agreement is held invalid, illegal, or unenforceable, the parties shall negotiate in good faith so as to replace each such invalid, illegal, or unenforceable provision with a valid, legal, and enforceable provision that will, in effect, most nearly and fairly achieve the effect of the invalid, illegal, or unenforceable provision and the intent of the parties in entering into this Agreement; provided that if the parties are unable to agree on a valid, legal, and enforceable substitute, the parties request that the court interpreting such invalid, illegal, or unenforceable provision, to modify such provision so that as modified the provision is valid, legal, and enforceable and as consistent as possible with the intent of the parties as expressed in this Agreement.

9.6 Entire Agreement. This Agreement, together with the Quotes, constitutes the entire and final agreement between the parties. It is the complete and exclusive expression of the parties' agreement on the matters contained in this Agreement. All prior and contemporaneous negotiations, term sheets, letters, memoranda, and other discussions and agreements, either oral or in writing, between the parties on the matters contained in this Agreement are expressly merged into and superseded by this Agreement. No provision of this Agreement may be explained, supplemented, or qualified through evidence of trade usage or a prior course of dealings. In entering into this Agreement, neither party has relied on any statement, representation, warranty, or agreement of the other party except for those expressly contained in this Agreement. After the Effective Date, HWE and Customer may exchange one or more other documents (collectively, "**Other Documents**") relating to the services HWE may provide and the fees Customer may pay HWE for such services that are in addition to or the substance of which may overlap with a Quote. Other Documents may or may not be signed by one or both parties. Regardless of whether signed, to the extent such Other Documents relate to matters covered by this Agreement or are otherwise related to the handling, storage, treatment, processing, or disposal of waste material generated by Customer, such Other Documents will not be binding on HWE except to the extent expressly incorporated by reference in a Quote. In the event of a 7 conflict between any Other Documents and this Agreement, this Agreement controls. In the event of a conflict between any Other Documents and a Quote, or in the event of a conflict between a Quote and this Agreement, the Quote controls.

9.7 Survival. Article 2, 4.2, 4.3 and Articles 5 through 9 survive the termination or expiration of this Agreement.

9.8 Headings. The descriptive headings of the articles, sections, and subsections of this Agreement are for convenience of reference only. They do not constitute a part of this Agreement and do not affect this Agreement's construction or interpretation.

9.9 Counterparts. If the parties sign a Quote in counterparts, each counterpart constitutes an original, and all counterparts, collectively, constitute only one agreement. The signatures of all the parties need not appear on the same counterpart, and delivery of a signed counterpart signature page by fax or other electronic transmission is as effective as signing and delivering an original.

9.10 Website Terms of Use. Customer acknowledges that HWE may condition Customer's access to and use of HWE's website and other electronic communications tools on acceptance of and compliance with the terms of use made available on such site or tool, the terms of which may be updated from time to time.

9.11 Construction. Unless the context otherwise requires, as used in this Agreement, all terms used in the singular shall be deemed to refer to the plural as well, and vice versa. The words "hereof," "herein" and "hereunder" and words of similar import referring to this Agreement refer to this Agreement as a whole and not to any particular provision of this Agreement. Whenever the words "include," "includes" or "including" are used in this Agreement, they shall be deemed to be followed by the words "without limitation." Unless otherwise specified, references in this Agreement to "$" shall be deemed a reference to (i) Canadian dollars to the extent the Services are performed in Canada or (ii) USD to the extent the Services are performed in the United States.

9.12 Language. The parties confirm that it is their wish that this Agreement, as well as all other documents relating hereto, including all notices, be drawn up in the English language only. Les parties aux présentes confirment leur volonté que cette convention, de même que tous les documents, y compris tout avis, qui s'y rattachent, soient rédigés en langue anglaise (FR). Las partes confirman que es su deseo que este Acuerdo, así como todos los demás documentos relacionados con el mismo, incluidos todos los avisos, se redacten únicamente en inglés (SP). Rev. 02.01.2022

CITY OF GRIFFIN
FY26 SOLE BRAND/SOLE SOURCE/ SINGLE SOURCE JUSTIFICATION

Request Type and Details (select one)

○ **Sole Brand*** – The item(s) requested have unique performance features (branded) not found in other items but is available on the open market from multiple sources. OEM repair parts are considered sole brand and possibly sole source.

◉ **Sole Source** – The item(s) requested has necessary features and **only one** supplier is capable of satisfying the requirements. A situation where a manufacturer has only one authorized distributor would be classified as sole source, such as parts only available from the manufacturer. Sole source justifications must be re-submitted annually.

○ **Single Source** – The procurement is very similar in nature to Sole Source, although two or more suppliers can satisfy the requirements. The department has 'substantial reasons' for selecting one supplier. A good example would be an IT department buying standardized equipment from a single source for increased warranties and volume discounts or repair from a single authorized repair source.

Provide a description and identify the make/model of the item and quantity

Proper disposal of AFFF Foam that we have removed from service

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

There are not many companies who will dispose of AFFF due to the health hazards it presents

Supplier/Source Name/Address:

Hazardous Waste Experts 4319 Tanners Church Rd. Ellenwood, Ga. 30294

Supplier/Source Contact: **Robby Parker** **Phone:** **901-634-9010**

Scope of Work: Provide description of purpose for the request and what other comparable options have evaluated. (Include brand name, model, and vendor name). Can the request be modified to allow for competition?

The purpose of the request is to properly dispose of AFFF Foam. We had trouble finding someone local that are willing to dispose of the material.

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

Exclusive Capability: Provide a detailed description of the goods/services needed and the proposed source's unique capabilities and/or performance of work and why this is the only source.

They are actually willing to dispose of the material in question.

Requestor Information

I hereby certify the validity of the information and feel confident this justification for sole brand / sole source meets the criteria and would withstand a vendor protest or an audit .

Date of Request: 1/7/2026 Requestor: B. Brock

Department: Fire Dept Accting Code: 101-3520-52-1300 Phone: ###

Purchasing Use Only ⇓		**Finance Approval:**	
Comment:			
Date Processed:	Date Posted to GPR:	Solicitation #:	
Outcome:			
Awarded Sole Source:	Issued PO/Contract:	Competitive Bid:	Protests:

AGENDA ITEM SUMMARY

ITEM SUMMARY:

Consider services for the repair of reservoir pump #1 and 500 horse power motor and repair of reservoir pump #2 and 200 horse power motor from Goforth Williamson, Inc., Single Source, in the amount of $136,375.00. *Director of Water and Wastewater, Brandon Lewis, will address.*

SPECIAL CONSIDERATIONS OR CONCERNS:

These pumps convey raw water from the Heads Creek Reservoir to the Harry Simmons WTP for treatment. Repair of these pumps and motors is required in order to utilize the Heads Creek Reservoir as a drinking water source.

STAFF RECOMMENDATION:

Staff recommends approval.

FINANCIAL IMPACT:

FY26 budgeted funds in Repair and Maintenance Supplies at Harry Simmons WTP.

Submitted By:
Brandon Lewis

Meeting Date:
13/01/2026

Reviewed By:
Jessica O'Connor

ATTACHMENTS:
Goforth Williamson PO with Terms Acceptance Letter.pdf
Goforth Williamson Single Source.pdf
Griffin Heads Creek Layne VTP & 500HP Motor Repair Quote 10848153.pdf
Griffin Heads Creek VTP & 200HP Motor Repair Quote 10848195.pdf

SE 1/7/26

FY26 Reg Purchase Order

Griffin
Growing TOGETHER

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

DATE: 12/17/25

FY26 Purchase Order No. 26-0359
Bid/Quote No.
Vendor No. 1498-C

Vendor Name & Address
Goforth Williamson Inc.
373 O'dell Road
Griffin, GA 30224

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

R.baxter@goforthwilliamson.com
Ph: 770-467-0303 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

Deliver to:
Harry Simmons WTP
Water/Wastewater
229 N Expressway
Griffin, GA 30224

ATTN: Jared Anderson
Phone: 770-233-2974 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**
- VENDORS HAVE AGREED TO CITY PO TERMS AND CONDITIONS -WRITTEN CONFIRMATION ATTACHED	**Y/N**	**Y**

Description	Account Number	Quantity	UOM	Unit Price	Extended Totals
Reservoir Motor and pump 500 hp	505 - 4431 - 52 - 2200 - 0000	1		74,495.000	**74,495.00**
crane, truck, and repairs and balance of	- - - -				
motor and pump	- - - -				
Reservoir Motor and pump 200 hp	505 - 4431 - 52 - 2200 - 0000	1		61,880.000	**61,880.00**
crane, truck, and repairs and balance of	- - - -				
motor and pump	- - - -				
	- - - -				
1-7-2026	- - - -				
	- - - -				
	- - - -				
CAPITAL PROJECT #:	- - - -	*enter debit/credit amounts in*			
(DISTRIBUTION & $$)	- - - -	*the extended totals column*			

COMMENTS: this is a budgetary quote, this could be more or less than the quoted amounts **Totals: $** **$ 136,375.00**

FY26 Purchase Order

COG USE ONLY COG USE ONLY

PRICING METHOD: Water/Wastewater Jared Anderson 12/17/25

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

Dept / Requestor / Date
Department Mgr / Date 1/6/26

Purchasing / Date
Deborah M. Gilbert 1.7.2026
Finance Director / Date

Copy emailed to Supplier
Supplier Notified

City Manager / Date

BOARD / Date

TERMS AND CONDITIONS OF PO / CONTRACT

ARTICLE 1 PURCHASE ORDER AUTHORIZATION

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

ARTICLE 2 PURCHASE ORDER NUMBER

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

ARTICLE 3 ACCEPTANCES

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

ARTICLE 4 PRICE

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

ARTICLE 5 DELIVERIES, TITLE AND RISK OF LOSS

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

ARTICLE 6 PARTS

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

ARTICLE 7 WARRANTIES

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

ARTICLE 8 REMEDIES

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

ARTICLE 9 CONFLICTS OF LAWS

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

ARTICLE 10 MODIFICATIONS

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

ARTICLE 11 PATENT INFRINGEMENT

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

ARTICLE 12 TERMINATIONS FOR CAUSE

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

ARTICLE 13 TERMINATIONS FOR CONVENIENCE

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

ARTICLE 14 ENTIRE AGREEMENTS

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

ARTICLE 15 WORKS ON PREMISES

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

ARTICLE 16 QUALITY GUARANTEE

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

ARTICLE 17 QUALITY TERMS

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

The City of Griffin shall be a model of excellence in local government; a safe, well-planned community with equal opportunity for all.

From: Travis Williamson <Travis@goforthwilliamson.com>
Sent: Thursday, July 3, 2025 9:30 AM
To: Wally Brown <WBrown@cityofgriffin.com>
Cc: David Goforth <david@goforthwilliamson.com>; Grant Goforth <grant@goforthwilliamson.com>; Rebecca Goforth <rebecca@goforthwilliamson.com>
Subject: Acceptance of Terms and Conditions – City of Griffin

Hi Wally,

Please find attached the Terms and Conditions provided by the City of Griffin. Goforth Williamson, Inc. has reviewed and accepts the terms as stated.

We appreciate the opportunity to work with you and look forward to a successful partnership.

Best regards,

Travis Williamson

Goforth Williamson, Inc.

373 O'Dell Rd, Griffin, GA 30224

www.goforthwilliamson.com

Mobile: (770) 601-6166

CITY OF GRIFFIN
FY26 SOLE BRAND/SOLE SOURCE/ SINGLE SOURCE JUSTIFICATION

Request Type and Details (select one)

○ **Sole Brand*** – The item(s) requested have unique performance features (branded) not found in other items but is available on the open market from multiple sources. OEM repair parts are considered sole brand and possibly sole source.

○ **Sole Source** – The item(s) requested has necessary features and **only one** supplier is capable of satisfying the requirements. A situation where a manufacturer has only one authorized distributor would be classified as sole source, such as parts only available from the manufacturer. Sole source justifications must be re-submitted annually.

◉ **Single Source** – The procurement is very similar in nature to Sole Source, although two or more suppliers can satisfy the requirements. The department has 'substantial reasons' for selecting one supplier. A good example would be an IT department buying standardized equipment from a single source for increased warranties and volume discounts or repair from a single authorized repair source.

Provide a description and identify the make/model of the item and quantity: Verticle turbine repair 500hp motor and pump as well as verticle turbine 200 hp motor and pump at Heads Creek Reservoir

Detail the research that has been done to qualify this for selected method of procurement: **GWI has the knowledge of the motors and pumps and can balance and repair in their shop and return to Reservoir for startup**

Supplier/Source Name/Address: **Go forth Willamson 373 Odell Rd Griffin GA 30224**

Supplier/Source Contact: **Ricky Baxter** **Phone:** **648-662-6913**

Scope of Work: Provide description of purpose for the request and what other comparable options have evaluated. (Include brand name, model, and vendor name). Can the request be modified to allow for competition?

They will bring in a crane and truck to remove the motors from the building and take them to the shop where they will tear them apart and fix any issues and then balance the motors and pump stages. They will return the motors and pumps and put them back in and hook up to power and start the motors to insure they are in working order.

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

Exclusive Capability: Provide a detailed description of the goods/services needed and the proposed source's unique capabilities and/or performance of work and why this is the only source.

they will be providing the crane and trailers to remove the motors and they have a working knowledge of the motors and pumps that we have at the reservoir. They will repair and have the ability to machine balance the motors and pump that may be causing the issues making the motors not run properly.

Requestor Information

I hereby certify the validity of the information and feel confident this justification for sole brand / sole source meets the criteria and would withstand a vendor protest or an audit .

Date of Request: 12/17/2025 Requestor: Jared Anderson

Department: Water/Wastewater Dept Accting Code: 505-4431 Phone: 770 233 2974

Purchasing Use Only ⇓ **Finance Approval:**

Comment:

Date Processed: Date Posted to GPR: Solicitation #:

Outcome:

Awarded Sole Source: Issued PO/Contract: Competitive Bid: Protests:

* Sole Brands are specific items that may be available on the open market from multiple dealers. Sole BRAND purchases may possibly be treated as a single source if properly justified. Standardization throughout the City (i.e. Dell technology purchased direct from Dell for volume discounts and Ford fleet vehicles purchased from Speedway for warranty and other reasons) would be examples of sole brands treated as single sources.

QUOTATION

Goforth Williamson, Inc
373 Odell Road
Griffin, GA 30224
US
(770) 467-0303

Quote Number	
10848153	
Quote Date	Page
01/06/2026	1 of 4

Quote Expires On: 02/05/2026

BILL TO:
City of Griffin
PO Box T
Griffin, GA 30224
US

770-229-6621

SHIP TO:
Heads Creek Reservoir PS
4201 W. McIntosh Rd.
Griffin, GA 30223
US

Requested By: Robert Clark
Customer ID: 713143 **Project Ref:** **Heads Creek VTP & Motor #1**

PO Number	*Carrier Name*	*Sales Rep*
		Ricky Baxter

Quantity		*UOM*	*Item ID*	*Unit Price*	*Extended Price*
Ordered	*Remaining*		*Item Description*		
1.00	1.00	EA	GWI VERTICAL TURBINE REPAIR Vertical Turbine Pump Repair Layne VTP 4-Stage M/D: 500RW24E4; S/N: D06216	49,680.0000	49,680.00

PLEASE NOTE:
1. Freight: FOB Origin, ground freight prepaid and charged to curbside of first location.
2. Price "does not" reflect Sales Tax, Documentation, Drawings, or Special Paperwork.
3. We can now accept Visa, Mastercard, American Express and Discover. Please contact us if you would like to pay via credit card.
4. Please reference Quote on Purchase order and send your Purchase orders to PurchaseOrders@GoforthWilliamson.com
Standard Terms & Conditions apply and are accessible at:
https://goforthwilliamson.com/wp-content/uploads/2025/06/Sales-Terms-and-Conditions-Goforth-Williamson.pdf

QUOTATION

Goforth Williamson, Inc
373 Odell Road
Griffin, GA 30224
US
(770) 467-0303

Quote Number	
10848153	
Quote Date	Page
01/06/2026	2 of 4

Quote Expires On: 02/05/2026

Quantity *Ordered*	*Quantity* *Remaining*	*UOM*	*Item ID* *Item Description*	*Unit Price*	*Extended Price*

Order Line Notes: Scope of Work:

1. Travel to site: Griffin Heads Creek
2. Provide crane and rigging service for assistance
3. Provide trucking service for assistance
4. Unwire and uncouple 500HP motor
5. Pull off 500HP motor and load onto truck rental
6. Pull out Layne VTP and load onto truck rental
7. Deliver pump and motor to GWI
8. Disassemble pump complete
9. Inspect and record all critical dimensions
10. Sandblast and clean all parts to be reused
11. Prime and coat pump
12. Provide and install the following parts:
a. 1 ea. – 416SS Bowl Shaft
b. 1 ea. – 416SS Top Shaft
c. 4 ea. – Rubber Pop-In Line Bearings
d. Misc. Gaskets and Fasteners
13. Machine/Manufacture and install the following parts:
a. 1 ea. – Bronze Stuffing Box Bearing: Fab New
b. 5 ea. – Bronze Bowl Bearings: Fab New
c. 4 ea. – Bronze Bowl Wear Rings: Fab New
d. 4 ea. – Impeller Wear Rings: skim 100% True to Fit
14. Clean and stack pump
15. Dynamically balance rotating assembly to within ISO G1.0 Spec
16. Assemble pump complete
17. Paint and crate pump to ship with the motor
18. Provide trucking service for assistance
19. Deliver pump and motor to site
20. Provide crane and rigging service for assistance
21. Install Layne VTP; Install 500HP motor
22. Wire in motor for service; Check rotation
23. Couple pump to the motor; Set the lift
24. Set pump to run; Verify operation

Note: This quote is for budgetary purposes, any work outside the above scope of work will require a revised scope and quote. No further work will be performed without approval of changes.

Note: GWI will provide a 1-year warranty on materials and workmanship.

Quote prepared by Jonathan Keirns / Engineering Manager

For the above scope of work, GWI Quotes

PLEASE NOTE:
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QUOTATION

Goforth Williamson, Inc
373 Odell Road
Griffin, GA 30224
US
(770) 467-0303

Quote Number	
10848153	
Quote Date	Page
01/06/2026	3 of 4

Quote Expires On: 02/05/2026

Quantity *Ordered*	*Quantity* *Remaining*	*UOM*	*Item ID* *Item Description*	*Unit Price*	*Extended Price*
1.00	1.00	EA	GWI MOTOR REPAIR Motor Repair Allis-Chalmers Motor 500HP Frame: 30KK8	24,815.0000	24,815.00

Order Line Notes: Scope of Work:

1. Disassemble 500HP motor complete
2. Inspect and record all critical dimensions
3. Run all necessary electrical checks
4. Steam clean and bake the stator
5. Prime and coat motor
6. Provide and install the following parts:
a. 2 ea. – 7334 Bearings
b. 1 ea. – 6222 Bearing
c. Misc. Bearing Oil
7. Clean and stack motor
8. Dynamically balance rotating assembly to within ISO G1.0 Spec
9. Assemble motor complete
10. Paint and crate motor to ship with the pump

Note: This quote is for budgetary purposes, any work outside the above scope of work will require a revised scope and quote. No further work will be performed without approval of changes.

Note: GWI will provide a 1-year warranty on materials and workmanship.

Quote prepared by Jonathan Keirns / Engineering Manager

For the above scope of work, GWI Quotes

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Quote Number	
10848153	
Quote Date	Page
01/06/2026	4 of 4

Quote Expires On: 02/05/2026

Quantity *Ordered*	*Quantity* *Remaining*	*UOM*	*Item ID* *Item Description*	*Unit Price*	*Extended Price*

Total Lines: 2

SUB-TOTAL:	74,495.00
TAX:	0.00
AMOUNT DUE:	**74,495.00**
	U.S. Dollars

PER YOUR REQUEST, WE ARE PLEASED TO QUOTE THE FOLLOWING
Goforth Williamson
373 Odell Road
Griffin, GA 30224
PurchaseOrders@goforthwilliamson.com

Quote Valid for 30 Days

Quoted By: JONATHANKEIRNS
Email: jonathan@goforthwilliamson.com

Payment Terms: **Net 30**
F.O.B.: **Origin**

PLEASE NOTE:
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Goforth Williamson, Inc
373 Odell Road
Griffin, GA 30224
US
(770) 467-0303

Quote Number	
10848153	
Quote Date	Page
01/06/2026	1 of 1

Quote Expires On: 02/05/2026

BILL TO:
City of Griffin
PO Box T
Griffin, GA 30224
US

770-229-6621

SHIP TO:
Heads Creek Reservoir PS
4201 W. McIntosh Rd.
Griffin, GA 30223
US

Requested By: Robert Clark
Customer ID: 713143 **Project Ref:** **Heads Creek VTP & Motor #1**

PO Number	*Carrier Name*	*Sales Rep*
		Ricky Baxter

Quantity *Ordered*	*Quantity* *Remaining*	*UOM*	*Item ID* *Item Description*	*Unit Price*	*Extended Price*

Statement Regarding Licensing and Scope of Work
Goforth Williamson, Inc. is not a licensed utility contractor. Our services are strictly limited to the sale, repair, modification, replacemer and/or installation of control panels, panel components, pumps, mechanical and electrical equipment. We do not engage in any activities that require a utility contractor license.
We respectfully request that clients clarify whether a license of any type is required for the proposed scope of work. This will help ensure compliance with all applicable regulations and avoid any misunderstandings regarding project responsibilities.
Thank you for your attention and cooperation.

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QUOTATION

Goforth Williamson, Inc
373 Odell Road
Griffin, GA 30224
US
(770) 467-0303

Quote Number	
10848195	
Quote Date	Page
01/06/2026	1 of 4

Quote Expires On: 02/05/2026

BILL TO:

City of Griffin
PO Box T
Griffin, GA 30224
US

770-229-6621

SHIP TO:

Heads Creek Reservoir PS
4201 W. McIntosh Rd.
Griffin, GA 30223
US

Requested By: Robert Clark

Customer ID: 713143 **Project Ref:** **Heads Creek VTP & Motor #2**

PO Number	*Carrier Name*	*Sales Rep*
		Ricky Baxter

Quantity		*UOM*	*Item ID*	*Unit Price*	*Extended Price*
Ordered	*Remaining*		*Item Description*		
1.00	1.00	EA	GWI VERTICAL TURBINE REPAIR Vertical Turbine Pump Repair VTP #2 No Pump Tag	46,995.0000	46,995.00

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373 Odell Road
Griffin, GA 30224
US
(770) 467-0303

Quote Number	
10848195	
Quote Date	Page
01/06/2026	2 of 4

Quote Expires On: 02/05/2026

Quantity *Ordered*	*Quantity* *Remaining*	*UOM*	*Item ID* *Item Description*	*Unit Price*	*Extended Price*

Order Line Notes: Scope of Work:

1. Travel to site: Griffin Heads Creek
2. Provide crane and rigging service for assistance
3. Provide trucking service for assistance
4. Unwire and uncouple 200HP motor
5. Pull off 200HP motor and load onto truck rental
6. Pull out VTP and load onto truck rental
7. Deliver pump and motor to GWI
8. Disassemble pump complete
9. Inspect and record all critical dimensions
10. Sandblast and clean all parts to be reused
11. Prime and coat pump
12. Provide and install the following parts:
a. 1 ea. – 416SS Bowl Shaft
b. 1 ea. – 416SS Top Shaft
c. 4 ea. – Rubber Pop-In Line Bearings
d. Misc. Gaskets and Fasteners
13. Machine/Manufacture and install the following parts:
a. 1 ea. – Bronze Stuffing Box Bearing: Fab New
b. 5 ea. – Bronze Bowl Bearings: Fab New
c. 4 ea. – Bronze Bowl Wear Rings: Fab New
d. 4 ea. – Impeller Wear Rings: skim 100% True to Fit
14. Clean and stack pump
15. Dynamically balance rotating assembly to within ISO G1.0 Spec
16. Assemble pump complete
17. Paint and crate pump to ship with the motor
18. Provide trucking service for assistance
19. Deliver pump and motor to site
20. Provide crane and rigging service for assistance
21. Install VTP; Install 200HP motor
22. Wire in motor for service; Check rotation
23. Couple pump to the motor; Set the lift
24. Set pump to run; Verify operation

Note: This quote is for budgetary purposes, any work outside the above scope of work will require a revised scope and quote. No further work will be performed without approval of changes.

Note: GWI will provide a 1-year warranty on materials and workmanship.

Quote prepared by Jonathan Keirns / Engineering Manager

For the above scope of work, GWI Quotes

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10848195	
Quote Date	Page
01/06/2026	3 of 4

Quote Expires On: 02/05/2026

Quantity *Ordered*	*Quantity* *Remaining*	*UOM*	*Item ID* *Item Description*	*Unit Price*	*Extended Price*
1.00	1.00	EA	GWI MOTOR REPAIR Motor Repair Allis-Chalmers 200HP Motor Frame: 504UUP	14,885.0000	14,885.00

Order Line Notes: Scope of Work:

1. Disassemble 200HP motor complete
2. Inspect and record all critical dimensions
3. Run all necessary electrical checks
4. Steam clean and bake the stator
5. Prime and coat motor
6. Provide and install the following parts:
a. 1 ea. – 7330 Bearing
b. 1 ea. – 6219 Bearing
c. Misc. Bearing Oil
7. Clean and stack motor
8. Dynamically balance rotating assembly to within ISO G1.0 Spec
9. Assemble motor complete
10. Paint and crate motor to ship with the pump

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Quote prepared by Jonathan Keirns / Engineering Manager

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01/06/2026	4 of 4

Quote Expires On: 02/05/2026

Quantity *Ordered*	*Quantity* *Remaining*	*UOM*	*Item ID* *Item Description*	*Unit Price*	*Extended Price*

Total Lines: 2

SUB-TOTAL:	61,880.00
TAX:	0.00
AMOUNT DUE:	**61,880.00**
	U.S. Dollars

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373 Odell Road
Griffin, GA 30224
PurchaseOrders@goforthwilliamson.com

Quote Valid for 30 Days

Quoted By: JONATHANKEIRNS
Email: jonathan@goforthwilliamson.com

Payment Terms: **Net 30**
F.O.B.: **Origin**

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01/06/2026	1 of 1

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BILL TO:

City of Griffin
PO Box T
Griffin, GA 30224
US

770-229-6621

SHIP TO:

Heads Creek Reservoir PS
4201 W. McIntosh Rd.
Griffin, GA 30223
US

Requested By: Robert Clark

Customer ID: 713143 **Project Ref:** **Heads Creek VTP & Motor #2**

PO Number	*Carrier Name*	*Sales Rep*
		Ricky Baxter

Quantity *Ordered*	*Quantity* *Remaining*	*UOM*	*Item ID* *Item Description*	*Unit Price*	*Extended Price*

Statement Regarding Licensing and Scope of Work

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AGENDA ITEM SUMMARY

ITEM SUMMARY:

Consider a contract in the amount of $8,000.00, annually, with Dr. Jehangir Pirzada, D.O., to continue as the medical director and provide medical direction for Griffin Fire Rescue. *Fire Chief John Hamilton will address.*

SPECIAL CONSIDERATIONS OR CONCERNS:

This is a continuation of a contract with the addition of medical direction over medical response and scope of practice.

STAFF RECOMMENDATION:

Staff recommends approval.

FINANCIAL IMPACT:

This is a budgeted item for FY26.

Submitted By:
John Hamilton

Meeting Date:
13/01/2026

Reviewed By:
Jessica O'Connor

ATTACHMENTS:
FINAL - Medical Director Agreement 2026 Corrected D.O.pdf

MEDICAL DIRECTOR AGREEMENT BY AND BETWEEN
THE CITY OF GRIFFIN, GEORGIA AND DR. JEHANGIR PIRZADA, M.D.

This Medical Director Agreement (hereinafter, "Agreement") is made by and between City of Griffin, Georgia, a political subdivision of the State of Georgia acting by and through its Board of Commissioners (hereinafter, "City"), and Dr. Jehangir Pirzada, D.O., a physician licensed to practice medicine in the State of Georgia (hereinafter, "Medical Director"), for the purposes of enhancing the provision of emergency medical care through the retention of a Medical Director pursuant to Official Code of Georgia Annotated § 31-11-50.

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

I. SCOPE OF SERVICES AND RESPONSIBILITIES OF MEDICAL DIRECTOR

A. The City of Griffin Medical Director must be Board Certified in Emergency Medicine, with staff privileges at Wellstar Spalding Medical Center. The Medical Director shall produce documentation consistent with these qualifications to the City upon request.

B. The Medical Director shall provide final approval of policies and procedures affecting patient care. The City's emergency medical response currently has written policies governing the operation of the service. The Medical Director shall provide final approval of these current written policies and any future policies which are implemented by the emergency medical response of the City.

C. The Medical Director shall be responsible for the approval of existing medical and communications protocols and for the formulation of future medical and communications protocols. Existing and future medical and communications protocols must:

1. Outline appropriate interventions for a specified emergency;
2. Identify whether or not medics working for the emergency medical response for the City may function under standing orders, and if so, under what conditions; and
3. Identify which interventions may be performed under standing orders, if any, and which interventions require direct voice order.

D. The Medical Director shall be responsible for approval of existing training objectives and evaluation and for formulation of future training objectives and evaluation thereof through:

1. Review of emergency pre-hospital care reports;
2. Participation in in-service training; and

3. Evaluation of performances by reviewing the pre-hospital care reports; post-run interviews and care conferences; and test results in conjunction with in-service training.

E. The Medical Director shall have the following quality control responsibilities in addition to the evaluation of protocols, procedures, and field techniques in accordance with accepted pre-hospital care standards:

1. On-the-spot correction or critiques of simulated or actual patient cases;
2. Investigation of complaints and incident reports; and
3. Coordinating with medical control, regional medical personnel, hospital department physicians, and other agencies such as law enforcement and fire departments.

F. The Medical Director shall have the responsibility, during the term of this Agreement, of assuring compliance with record-keeping and accountability requirements related to patient care for the City's emergency medical response and its personnel. Further, the Medical Director shall coordinate with regional and state medical direction.

G. Within the parameters of the foregoing enumerated responsibilities, the Medical Director shall timely perform the following specific duties:

1. Review and approve policies, procedures, guidelines, protocols/standing orders, clinical pathways, and related medical documents;
2. Review monthly CQI data, customer service reports, and related documents;
3. Provide approval and physician direction for procurement of pharmaceuticals;
4. Serve as primary medical consultant to the Fire Chief and City EMS Coordinator.

II. OBLIGATIONS OF THE CITY OF GRIFFIN

A. The City represents to the Medical Director that the foregoing enumerated responsibilities and specific duties of the Medical Director can be adequately accomplished in less than five (5) hours per month.

B. The City shall cause the Medical Director to be compensated in an amount not to exceed Eight Thousand Dollars ($8,000.00) for the satisfactory performance of this Agreement. Two payments of Four Thousand Dollars ($4,000.00) shall be paid to the Medical Advisor as follows:

1. The first $4,000.00 installment shall be paid to the Medical Director within thirty (30) days of execution of this Agreement by the Parties; and

2. The second $4,000.00 installment shall be paid to the Medical Director on or about the last week in July.

III. TERM OF AGREEMENT

A. Initial Term. This Agreement shall be in effect for an initial term beginning the date of execution of this Agreement by both Parties and ending December 31, 2026 ("Initial Term").

B. Renewal Term. This Agreement shall automatically renew for a successive twelve (12) month period (hereinafter, "Renewal Term") in the absence of either party desiring to terminate the Agreement. The Renewal Term shall commence on January 1, 2027 and end December 31, 2027. In the absence of either party desiring to terminate the Agreement, the Agreement shall automatically renew for successive Renewal Term(s) of twelve (12) consecutive months in duration.

C. Termination of Agreement. Either party may terminate this Agreement upon thirty (30) days written notice. The City of Griffin may terminate this Agreement immediately for cause, including without limitation material breach of this Agreement.

IV. REPRESENTATIONS AND WARRANTIES

A. Indemnification. The Medical Director shall indemnify and hold harmless the City of Griffin from any claims, demands, actions, proceedings, expenses, damages, liabilities, or losses (including but not limited to attorney's fees and court costs) and any causes of action arising from any acts or omissions of or in connection with the services performed by the Medical Director under the terms of this Agreement.

B. Compliance with the Law. The Medical Director shall comply with all federal, state and local laws, statutes, regulations, and ordinances arising out of or in connection with the performance of its services pursuant to this.

C. Independent Contractor. It is agreed that the Medical Director is solely responsible for payment of all federal, state, and local income taxes, self-employed Social Security taxes, and any other similar obligations arising from the performance of this Agreement or receipt of compensation therefore. The Medical Director agrees to indemnify and hold harmless the City of Griffin from and against any and all federal, state, or local tax liability or penalties that may arise from the payments made to the Medical Director pursuant to this Agreement. The Medical Director acknowledges that neither he nor his employees are eligible for any benefits provided by the City of Griffin.

D. Entire Agreement. This Agreement, including all exhibits attached hereto and incorporated herein by reference, constitute the entire agreement between the parties and supersedes any and all agreements, whether written or oral, that may exist between the parties regarding the same. No representations, inducements, promises, or agreements between the parties not embodied herein shall be of any force and effect. No amendment or modification to this Agreement or any waiver of any provision hereto shall be effective unless in writing and signed by both parties.

E. Choice of Law. This Agreement shall be governed in all respects as to validity, construction, capacity, performance, or otherwise, by the laws of the State of Georgia.

Venue for any action which may arise as a result of this Agreement shall be in the appropriate Court in Griffin, Georgia (Spalding County).

F. Notices. Any notices made in accordance with this Agreement except as otherwise set out herein, shall be in writing and shall be made by registered or certified mail, return receipt requested to:

Medical Director:
Dr. Jehangir Pirzada, D.O.
601 S. 8th Street
Griffin, GA 30224
Phone: (248) 709-6524
Email: Jehangir.Pirzada@wellstar.org

City:
City of Griffin
Attn: John Hamilton
100 S. Hill Street
P.O. Box T
Griffin, Georgia
Phone: 770-229-6415
Email: jhamilton@cityofgriffin.com

IN WITNESS WHEREOF, THE PARTIES HERETO HAVE EXUCUTED THIS AGREEMENT ON THIS _____ DAY OF _____, 2026.

CITY OF GRIFFIN, GEORGIA

_____
Doug S. Hollberg, Mayor

JEHANGIR PIRZADA, D.O.

_____

Attested to:

_____
Jessica W. O'Connor, City Manager

Approved as to Form:

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

AGENDA ITEM SUMMARY

ITEM SUMMARY:

Consider a contract with Beacon Security in the amount of $599.40 annually for fire alarm monitoring of the IT Server room in One Griffin Center. *Public Works Director, Mariza Eller, will address.*

SPECIAL CONSIDERATIONS OR CONCERNS:

The City of Griffin has a contract with Beacon Security for security and fire alarm monitoring. The IT server room at One Griffin Center received a recent upgrade to the fire alarm monitoring system which has resulted in the need for an updated agreement for this system. The Facilities budget for One Griffin Center (101-1665-52-1300) budgets for security and fire alarm monitoring annually.

STAFF RECOMMENDATION:

Staff recommends approval.

FINANCIAL IMPACT:

The total cost for fire alarm monitoring is $49.95 monthly or a total cost of $599.40 annually. The Facilities budget for One Griffin Center (101-1665-52-1300) budgets for this service annually.

Submitted By:
Mariza Eller

Meeting Date:
13/01/2026

Reviewed By:
Jessica O'Connor

ATTACHMENTS:
FINAL - Beacon - CITY_OF_GRIFFIN_SERVER_ROOM 12.29.25.pdf

Licensed by the Georgia Secretary of State, License No.:

BEACON SECURITY | 770-227-3803
6127 U.S 19 S STE A ZEBULON, GA 30295

11/2025

STANDARD RESIDENTIAL/COMMERCIAL AGREEMENT

Subscriber's Name: CITY OF GRIFFIN – Re: SERVER ROOM Tax ID No. or EIN (If Business):

Address: 100 S. HILL ST GRIFFIN, GA 30223 Contact Phone No.: MELLER@CITYOFGRIFFIN.COM

1. BEACON SECURITY (hereinafter referred to as "BST" or "ALARM COMPANY") agrees to sell, install, and program at Subscriber's premises and Subscriber agrees to buy, an electronic security and/or fire alarm system, consisting of the following equipment: **(See Attached Invoice and/or Bid of Equipment and Services.)**

2. DESCRIPTION OF SERVICES: CHECK SERVICES PROVIDED
☒ Monitoring Center Services ☐ Repair Service ☐ Inspection ☐ Cameras ☐ Access Control ☐ Self-Monitoring

3. CHECK BOX FOR APPROPRIATE SERVICES: Only services selected are included:
SERVICES & RECURRING CHARGES: All recurring charges are billed in advance and are plus tax, if applicable,

[select one]: Billing shall be: ☐ Monthly ☐ Quarter Annually ☐ Semi-Annually ☑ Annually

[select one]: Payment will be made via: ☐ Cash ☑ Check ☐ Auto Credit Card ☐ Credit Card ☐ Bank Draft ☐ Bill Pay ☐ ACH

[select one]: Invoice delivery via: ☐ Mail ☑ Email

☒ **(a) MONITORING CENTER CHARGES: Subscriber agrees to pay BST:**

The sum of $ 49.95 per month for the monitoring of the Security and/or Fire System for the term of this agreement.

☐ **(b) REMOTE SUBSCRIBER ACCESS / VIDEO STREAMING DATA [VSD] / CCTV / AUDIO / SELF-MONITORING:** Subscriber agrees to pay BST the sum of $_____per month for the term of this agreement. Select remote access / video / audio services to be provided:

☐ Access Control ☐ Recording Device ☐ Cloud Service Data Storage & Retrieval ☐ Remote Access By Subscriber

The sum of $_____per month for (a) + (b) for the term of this agreement.

☐ **(c) SERVICE (Select i or ii)**
☒ **(i)** Subscriber agrees to pay BST on a per call basis. If this agreement provides for service on a per call basis, Subscriber agrees to pay BST for all parts and labor at time of service. Subscriber is not obligated to call BST for per call service and BST is under no duty to provide service except its warranty service during warranty period. Service by anyone other than BST during warranty period relieves BST of any further obligations under the Limited Warranty. **Subscriber to initial for per call service option: _____**

☐ **(ii)** Subscriber agrees to pay BST for Service Plan for the security equipment the sum of $_____per month for the term of this agreement.

☐ **(d) INSPECTION AND TESTING:** Subscriber agrees to pay BST $_____ per month for the term of this agreement for inspection and testing service. If this option is selected BST will make _____ inspection(s) per year. Unless otherwise noted in the Schedule of Equipment and Services inspection service includes testing of all accessible components to ensure proper working order. If the system is UL Certified or NFPA code compliant the inspection will comply with UL and NFPA requirements. BST will notify Subscriber 3 days in advance of the inspection date. It is Subscriber's responsibility to reschedule or permit access. Testing at inspection tests only that components are in proper working order at time of inspection unless otherwise reported to Subscriber at time of inspection. Inspection does not include repair. If a sprinkler alarm or other device monitoring water flow is inspected the inspection does not include inspection or testing of sufficiency of water supply, for which BST has no responsibility or liability.

4. TERM OF AGREEMENT / RENEWAL: The term of this agreement shall be for a period of **12 months** and shall automatically renew month to month thereafter under the same terms and conditions, unless either party gives written notice to the other by certified mail, return receipt requested, of their intention not to renew the agreement at least 30 days prior to the expiration of any term. After the expiration of one year from the date hereof BST shall be permitted from time to time to increase all charges by an amount not to exceed nine percent each year and Subscriber agrees to pay such increase. BST may invoice Subscriber in advance monthly, quarterly, or annually at BST's option. Unless otherwise specified herein, all recurring charges for 3(a)-(ii) services shall commence on the first day of the month next succeeding the date hereof, all payments being due on the first day of the month. Please note: BST does not offer refunds for any payments made in advance regardless of services being canceled.

5. MONITORING CENTER SERVICES: Upon receipt of an alarm signal, video or audio transmission, from Subscriber's security and or fire alarm system, BST or its designee Monitoring Center shall make every reasonable effort to notify Subscriber and the appropriate municipal police or fire department [First Responders] depending upon the type of signal received. Fire alarms are reported to the fire department unless the operator believes no fire condition exists at the premises. Once dispatched, fire department response cannot be recalled. Not all signals or transmissions will require notification to the authorities and Subscriber may obtain a written response policy from BST. No response shall be required for supervisory, loss of communication pathway, trouble or low battery signals. Subscriber acknowledges that signals transmitted from Subscriber's premises directly to municipal police or fire departments are not monitored by personnel of BST or BST's designee Monitoring

Center and BST does not assume any responsibility for the manner in which such signals are monitored or the response, if any, to such signals. Subscriber acknowledges that signals and transmissions are transmitted over telephone lines, wire, air waves, internet, VOIP, radio or cellular, or other modes of communication, and pass through communication networks wholly beyond the control of BST and are not maintained by BST except BST may own the radio network, and BST shall not be responsible for any failure which prevents transmission signals from reaching the Monitoring Center or damages arising therefrom, or for data corruption, theft or viruses to Subscriber's computers if connected to the alarm communication equipment. Subscriber agrees to furnish BST with a written Call List of names and telephone numbers of those persons Subscriber wishes to receive notification of alarm signals. Unless otherwise provided in the Call List BST will make a reasonable effort to contact the first person reached or notified on the list either via telephone call, text or email message. No more than one call to the list shall be required and any form of notification provided for herein, including leaving a message on an answering machine, shall be deemed reasonable compliance with BST's notification obligation. All changes and revisions shall be supplied to BST in writing. Subscriber authorizes BST to access the control panel to input or delete data and programming. If the equipment contains video or listening devices permitting Monitoring Center to monitor video or sound then upon receipt of an alarm signal Monitoring Center shall monitor video or sound for so long as Monitoring Center in its sole discretion deems appropriate to confirm an alarm or emergency condition. If Subscriber requests BST to remotely activate or deactivate the system, change combinations, openings or closings, or re-program system functions, Subscriber shall pay BST $90.00 for each such service. BST may, without prior notice, suspend or terminate its services, in BST's sole discretion, in event of Subscriber's default in performance of this agreement or in event Monitoring Center facility or communication network is nonoperational or Subscriber's alarm system is sending excessive false alarms or runaway signals. The Monitoring Center is authorized to record and maintain audio and video transmissions, data and communications, and shall be the exclusive owner of such property. All Subscriber information and data shall be maintained confidentially by BST.

6. REPAIR SERVICE: Repair service pursuant to paragraph 3(d)(ii) includes all parts and labor, and BST shall service upon Subscriber's request the security system installed in Subscriber's premises between the hours of 9 a.m. and 5 p.m. Monday through Friday, within reasonable time after receiving notice from Subscriber that service is required, exclusive of Saturdays, Sundays and legal holidays. All repairs, replacement or alteration of the security system made by reason of alteration to Subscriber's premises, or caused by unauthorized intrusion, water, insects, vermin, lightning or electrical surge, or caused by any means other than normal usage, wear and tear, shall be made at the cost of the Subscriber. Batteries, electrical surges, lightning damage, software upgrades and repairs, communication devices no longer supported by communication pathways, obsolete components and components exceeding manufacturer's useful life are not included in service and will be repaired or replaced at Subscriber's expense payable at time of service. No apparatus or device shall be attached to or connected with the security system as originally installed without BST's written consent.

7. SUBSCRIBER REMOTE ACCESS: If Remote Access is included in the Schedule of Equipment and Services to be installed and services provided by BST, the equipment will transmit data via Subscriber's high speed Internet, cellular or radio communication service from remote device supplied by BST or Subscriber's Internet or wireless connection device which is compatible with BST's remote services. BST will grant access to server permitting Subscriber to monitor the security system, access the system to arm, disarm and bypass zones on the system, view the remote video camera(s) and control other remote automation devices that may be installed or, when system design permits, connect the system to the Internet, over which BST has no control. The remote services server is provided either by BST or a third party. BST shall install the camera(s) in a permissible legal location in Subscriber's premises to permit Subscriber viewing. BST shall have no responsibility for failure of data transmission, corruption or unauthorized access by hacking or otherwise and shall not monitor or view the camera data. Electronic data may not be encrypted and wireless components of the alarm system may not meet Advanced Encryption Standard specifications for encryption of electronic data established by the US National Institute of Standards and Technology or any other established criteria for encryption and BST shall have no liability for access to the alarm system by others.

8. WIRELESS AND INTERNET ACCESS CAPABILITIES: Subscriber is responsible for supplying high-speed Internet access and/or wireless services at Subscriber's premises. BST does not provide Internet service, maintain Internet connection, wireless access or communication pathways, computer, smart phone, electric current connection or supply, or in all cases the remote video server. In consideration of Subscriber making its monthly payments for remote access to the system, BST will authorize Subscriber access. BST is not responsible for Subscriber's access to the Internet or any interruption of service or down time of remote access caused by loss of Internet service, radio or cellular or any other mode of communication used by Subscriber to access the system. Subscriber acknowledges that Subscriber's security system can be compromised if the codes or devices used for access are lost or accessed by others and BST shall have no liability for such third party unauthorized access. BSTis not responsible for the security or privacy of any wireless network system or router. Wireless systems can be accessed by others, and it is the Subscriber's responsibility to secure access to the system with pass codes and lock out codes. BST is not responsible for access to wireless networks or devices that may not be supported by communication carriers and upgrades to Subscriber's system will be at Subscriber's expense. If the subscriber is Self-Monitoring, no signals will be received unless Subscriber has access to the selected mode of communication pathway such as cellular, radio or Internet service.

9. AUDIO / VIDEO SYSTEM OPERATION AND LIMITATIONS: If Audio / Video System is selected as a service to be provided and included in the Schedule of Equipment and Services, and if video equipment is attached to a recorder, it shall not be used for any other purpose. BST shall be permitted to access and make changes to the system's operation on site and over the internet. If data storage is a selected service, BST shall store data received from Subscriber's system for one year. BST shall have no liability for data corruption or inability to retrieve data even if caused by BST's negligence. Subscriber's data shall be maintained confidential and shall be retrieved and released only to Subscriber or upon Subscriber's authorization or by legal process. Telephone or internet access is not provided by BST and BST has no responsibility for such access or IP address service. If system has remote access BST is not responsible for the security or privacy of any wireless network system or router, and it is the Subscriber's responsibility to secure access to the system with pass codes and lockouts. BST shall have no liability for unauthorized access to the system through the internet or other communication networks or data corruption or loss for any reason whatsoever. If audio or video devices are installed, Subscriber has been advised to independently ascertain that the audio or video devices are used lawfully. BST has made no representations and has provided no advice regarding the use of audio or video devices, and it is Subscriber's sole responsibility to use the camera and audio devices lawfully.

10. LIMITED WARRANTY ON EQUIPMENT: In the event that any part of the security equipment becomes defective, BST agrees to make all repairs and replacement of parts without costs to the Subscriber for a period of one (1) year from the date of installation. BST reserves the option to either replace or repair the alarm equipment and reserves the right to substitute materials of equal quality at time of replacement or to use reconditioned parts in fulfillment of this warranty. This warranty does not include batteries, electrical surges, lightning damage, software

upgrades and repairs, communication devices that are no longer supported by communication pathways, obsolete components, and components exceeding manufacturer's useful life. BST is not the manufacturer of the equipment and other than BST's limited warranty Subscriber agrees to look exclusively to the manufacturer of the equipment for repairs under its warranty coverage if any. Except as set forth in this agreement, BST makes no express warranties as to any matter whatsoever, including but not limited to, unless prohibited by law, the condition of the equipment, its merchantability, or its fitness for any particular purpose, and BST shall not be liable for consequential damages. BST does not represent nor warrant that the security system may not be compromised or circumvented, or that the system will prevent any loss by burglary, hold-up, fire or otherwise or that the system will in all cases provide the protection for which it is installed. BST expressly disclaims any implied warranties, including implied warranties of merchantability or fitness for a particular purpose. The warranty does not cover any damage to material or equipment caused by accident, misuse, attempted or unauthorized repair service, modification, or improper installation by anyone other than BST. Subscriber acknowledges that any affirmation of fact or promise made by BST shall not be deemed to create an express warranty unless included in this agreement in writing; that Subscriber is not relying on BST's skill or judgment in selecting or furnishing a system suitable for any particular purpose and that there are no warranties which extend beyond those on the face of this agreement, and that BST has offered additional and more sophisticated equipment for an additional charge which Subscriber has declined. Subscriber's exclusive remedy for BST's breach of this agreement or negligence to any degree under this agreement is to require BST to repair or replace, at BST's option, any equipment which is non-operational. This Limited Warranty is independent of and in addition to service contracted under paragraph 10 of this agreement. This Limited Warranty gives you specific legal rights and you may also have other rights which vary from state to state. If required by law, BST will procure all permits required by local law and will provide aCertificate of Workman's Compensation prior to starting work.

11. FIRE ALARMS: Unless the Schedule of Equipment and Services provides for a fire alarm system to code BST makes no representation that the fire alarm equipment meets local code requirements or constitutes a fire alarm system as that term is defined by the Authority Having Jurisdiction [AHJ] over fire alarm systems in Subscriber's premises. If a fire alarm system to code is specified in the schedule of Equipment and Services of Equipment and Services then BST will install fire alarm equipment pursuant to AHJ requirements. Subscriber agrees that any equipment required by the AHJ not specified in the Schedule of Equipment and Services shall be an extra to this agreement to be paid for by Subscriber at time the additional equipment is requested.

12. DELAY IN DELIVERY / INSTALLATION / RISK OF LOSS OF MATERIAL: BST shall not be liable for any damage or loss sustained by Subscriber as a result of delay in delivery and/or installation of equipment, equipment failure, or for interruption of service due to electric failure, strikes, walk-outs, war, acts of God, or other causes, including BST's negligence or failure to perform any obligation. The estimated date work is to be substantially completed is not a definite completion date and time is not of the essence. In the event the work is delayed through no fault of BST, BST shall have such additional time for performance as may be reasonably necessary under the circumstances. Subscriber agrees to pay BST the sum of $1,000 per day for each business day the work is rescheduled or delayed by Subscriber or others engaged by Subscriber through no fault of BST on less than 24-hour notice to BST. If installation is delayed for more than one year from date hereof by Subscriber or other contractors engaged by Subscriber and through no fault of BST, Subscriber agrees to pay an additional 5% of the contract Purchase Price upon installation. Subscriber assumes all risk of loss of material once delivered to the job site. Should BST be required by existing or hereafter enacted law to perform any service or furnish any material not specifically covered by the terms of this agreement Subscriber agrees to pay BST for such service or material.

13. TESTING OF SECURITY SYSTEM: The parties hereto agree that the security equipment, once installed, is in the exclusive possession and control of the Subscriber, and it is Subscriber's sole responsibility to test the operation of the security equipment and to notify BST if any equipment is in need of repair. Service, if provided, is pursuant to paragraphs 3 and 7. BST shall not be required to service the security equipment unless it has received notice from Subscriber, and upon such notice, BST shall, during the warranty or repair service plan period, service the security equipment to the best of its ability within 36 hours, exclusive of Saturday, Sunday and legal holidays, during the business hours of 9 a.m. and 5 p.m. Subscriber agrees to test and inspect the security equipment and to advise BST of any defect, error or omission in the security equipment. In the event Subscriber complies with the terms of this agreement and BST fails to repair the security equipment within 36 hours after notice is given, excluding Saturdays, Sundays, and legal holidays, Subscriber agrees to send notice that the security equipment is in need of repair to BST, in writing, by certified or registered mail, return receipt requested, and Subscriber shall not be responsible for payments due while the security equipment remains inoperable. In any lawsuit between the parties in which the condition or operation of the security equipment is in issue, the Subscriber shall be precluded from raising the issue that the security equipment was not operating unless the subscriber can produce a post office certified or registered receipt signed by BST evidencing that warranty service was requested by Subscriber.

14. CARE AND SERVICE OF SECURITY SYSTEM: Subscriber agrees not to tamper with, remove or otherwise interfere with the Security System which shall remain in the same location as installed. All repairs, replacement or alteration of the security system made by reason of alteration to Subscriber's premises, or caused by unauthorized intrusion, lightning or electrical surge, or caused by any means other than normal usage, wear and tear, shall be made at the cost of the Subscriber. Batteries, electrical surges, lightning damage, software upgrades and repairs, communication devices that are no longer supported by communication pathways, obsolete components and components exceeding manufacturer's useful life, are not included in warranty or service under paragraph 3(d)(ii) and will be repaired or replaced at Subscriber's expense payable at time of service. No apparatus or device shall be attached to or connect with the security system as originally installed without BST's written consent.

15. ALTERATION OF PREMISES FOR INSTALLATION: BST is authorized to make preparations such as drilling holes, driving nails, making attachments or doing any other thing necessary in BST's sole discretion for the installation and service of the security system, and BST shall not be responsible for any condition created thereby as a result of such installation, service, or removal of the security system, and Subscriber represents that the owner of the premises, if other than Subscriber, authorizes the installation of the security system under the terms of this agreement.

16. SUBSCRIBER'S DUTY TO SUPPLY ELECTRIC AND TELEPHONE SERVICE: Subscriber agrees to furnish, at Subscriber's expense, all 110 Volt AC power, electrical outlet, ARC Type circuit breaker and dedicated receptacle, internet connection, high-speed broadband cable or DSL and IP Address, telephone hook-ups, RJ31x Block or equivalent, as deemed necessary by BST.

17. LIEN LAW: BST or any subcontractor engaged by BST to perform the work or furnish material who is not paid may have a claim against purchaser or the owner of the premises if other than the purchaser which may be enforced against the property in accordance with the applicable lien laws.

18. INDEMNITY / WAIVER OF SUBROGATION RIGHTS / ASSIGNMENTS: To the extent permitted by law, Subscriber agrees to defend, advance expenses for litigation and arbitration, including investigation, legal and expert witness fees, indemnify and hold harmless BST, its employees, agents and subcontractors,

from and against all claims, lawsuits, including those brought by third-parties or by Subscriber, including reasonable attorneys' fees and losses, asserted against and alleged to be caused by BST's performance, negligence or failure to perform any obligation under or in furtherance of this agreement. Parties agree that there are no third
party beneficiaries of this agreement. Subscriber on its behalf and any insurance carrier waives any right of subrogation Subscriber's insurance carrier may otherwise have against BST or BST's subcontractors arising out of this agreement or the relation of the parties hereto. Subscriber shall not be permitted to assign this agreement without written consent of BST, which shall not unreasonably be withheld. BST shall have the right to assign this agreement to a company licensed to perform the services and shall be relieved of any obligations herein upon such assignment.

19. EXCULPATORY CLAUSE: Neither party shall be permitted to assign this agreement without written consent of the other, which shall not be unreasonably withheld. BST and Subscriber agree that BST is not an insurer and no insurance coverage is offered herein. The security system, equipment, and BST's services are designed to detect and reduce certain risks of loss, though BST does not guarantee that no loss or damage will occur. BST is not assuming liability, and, therefore, shall not be liable to Subscriber or any other third party for any loss, economic or non-economic, business loss or interruption, consequential damages, in contract or tort, data corruption or inability to retrieve data, personal injury or property damage sustained by Subscriber or others as a result of equipment failure, human error, burglary, theft, hold-up, fire, smoke, water or any other cause whatsoever, regardless of whether or not such loss or damage was caused by or contributed to by BST's breach of contract, negligent performance to any degree in furtherance of this agreement, any extra contractual or legal duty, strict products liability, or negligent failure to perform any obligation pursuant to this agreement or any other legal duty, except for gross negligence and willful misconduct.

20. INSURANCE / ALLOCATION OF RISK: The parties intend that the Subscriber assumes all potential risk and damage that may arise by reason of failure of the equipment, system or BST's services and that Subscriber will look to its own insurance carrier for any loss or assume the risk of loss. BST shall not be responsible for any portion of any loss or damage which is recovered or recoverable by Subscriber from insurance covering such loss or damage or for such loss or damage against which Subscriber is indemnified or insured. Subscriber and all those claiming rights under Subscriber waive all rights against BST and its subcontractors for loss or damages caused by perils intended to be detected by BST's services or covered by insurance to be obtained by Subscriber, except such rights as Subscriber or others may have to the proceeds of insurance.

21. LIMITATION OF LIABILITY: SUBSCRIBER AGREES THAT, EXCEPT FOR BST'S GROSS NEGLIGENCE AND WILLFUL MISCONDUCT, SHOULD THERE ARISE ANY LIABILITY ON THE PART OF BST AS A RESULT OF BST'S BREACH OF THIS CONTRACT, NEGLIGENT PERFORMANCE TO ANY DEGREE OR NEGLIGENT FAILURE TO PERFORM ANY OF BST'S OBLIGATIONS PURSUANT TO THIS AGREEMENT OR ANY OTHER LEGAL DUTY, EQUIPMENT FAILURE, HUMAN ERROR, OR STRICT PRODUCTS LIABILITY, WHETHER ECONOMIC OR NON-ECONOMIC, IN CONTRACT OR IN TORT, THAT BST'S LIABILITY SHALL BE LIMITED TO THE SUM OF $250.00 OR 6 TIMES THE MONTHLY PAYMENT FOR SERVICES BEING PROVIDED AT TIME OF LOSS, WHICHEVER IS GREATER. IF SUBSCRIBER WISHES TO INCREASE BST'S AMOUNT OF LIMITATION OF LIABILITY, SUBSCRIBER MAY, AS A MATTER OF RIGHT, AT ANY TIME, BY ENTERING INTO A SUPPLEMENTAL AGREEMENT, OBTAIN A HIGHER LIMIT BY PAYING AN ANNUAL PAYMENT CONSONANT WITH BST'S INCREASED LIABILITY. THIS SHALL NOT BE CONSTRUED AS INSURANCE COVERAGE AND NOTWITHSTANDING THE FOREGOING, BST'S LIABILITY SHALL NOT EXCEED ITS AVAILABLE INSURANCE COVERAGE. SUBSCRIBER ACKNOWLEDGES THAT THIS AGREEMENT CONTAINS EXCULPATORY CLAUSE, INDEMNITY, INSURANCE, ALLOCATION OF RISK AND LIMITATION OF LIABILITY PROVISIONS.

Subscriber to Initial:_____

22. LEGAL ACTION / BREACH / LIQUIDATED DAMAGES / AGREEMENT TO BINDING ARBITRATION: The parties agree that due to

the nature of the services to be provided by BST, the payments to be made by the Subscriber for the term of this agreement form an integral part of BST's anticipated profits; that in the event of Subscriber's default it would be difficult if not impossible to fix BST's actual damages. Therefore, in the event Subscriber defaults in any payment or charges to be paid to BST, Subscriber shall be immediately liable for any unpaid installation and invoiced charges and BST shall be permitted to terminate all its services, including but not limited to terminating monitoring service, under this agreement and to remotely re-program or delete any programming without relieving Subscriber of any obligation herein. SUBSCRIBER ACKNOWLEDGES THAT THIS AGREEMENT CONTAINS A LIQUIDATED DAMAGE CLAUSE.
Subscriber to Initial: _____

The prevailing party in any litigation or arbitration is entitled to recover its legal fees from the other party. Service of process or papers in any legal proceeding or arbitration between the parties may be made by First-Class Mail delivered by the U.S. Postal Service addressed to the party's address designated in this agreement, on file with an agency of the state, or any other address provided by the party in writing to the party making service. The parties submit to the jurisdiction and laws of Georgia. Any action between the parties must be commenced within one year of the accrual of the cause of action or shall be barred. All actions or proceedings by either party must be based on the provisions of this agreement. **Subscriber to Initial:**_____

23. BST'S RIGHT TO SUBCONTRACT SPECIAL SERVICES: Subscriber agrees that BST is authorized and permitted to subcontract any services to be provided by BST to third parties who may be independent of BST, and that BST shall not be liable for any loss or Subscriber by reason of fire, theft, burglary or any other cause whatsoever caused by the negligence of third parties. Subscriber appoints BST to act as Subscriber's agent with respect to such third parties, except that BST shall not obligate Subscriber to make any payments to such third parties. Subscriber acknowledges that this agreement, and particularly those paragraphs relating to BST's disclaimer of warranties, exemption from liability, even for its negligence, limitation of liability and indemnification, inure to the benefit of and are applicable to any assignees, subcontractors, manufacturers, vendors and Monitoring Center of BST.

24. MOLD, OBSTACLES AND HAZARDOUS CONDITIONS: Subscriber shall notify BST in writing of any undisclosed, concealed or hidden conditions in any area where installation is planned, and Subscriber shall be responsible for removal of such conditions. In the event BST discovers the presence of suspected asbestos or other hazardous material, BST shall stop all work immediately and notify Subscriber. It shall be Subscriber's sole obligation to remove such conditions from the premises, and if the work is delayed due to the discovery of suspected asbestos or other hazardous material or conditions then an extension of time to perform the work shall be allowed. If BST, in its sole discretion, determines that continuing the work poses a risk to BST or its employees or agents, BST may elect to terminate this agreement on 3 day notice to Subscriber and Subscriber shall compensate BST for all services rendered and material provided to date of termination. BST shall be entitled to remove all its equipment and uninstalled equipment and material from the job site. Under no circumstances shall BST be liable to Subscriber for any damage caused by mold or hazardous conditions or remediation thereof.

25. FALSE ALARMS / PERMIT FEES / WITNESS FEES: Subscriber is responsible for all alarm permits and fees, agrees to file for and maintain any permits required by applicable law and indemnify or reimburse BST for any fees or fines relating to permits or false alarms. BST shall have no liability for permit fees, false alarms, false alarm fines, the manner in which police or fire department responds, or the refusal of the police or fire department to respond. In the event of termination of police or fire department response this agreement shall nevertheless remain in full force and Subscriber shall remain liable for all payments provided for herein. In the event Subscriber or any third party subpoenas or summons BST requiring any services or appearances, Subscriber agrees to pay BST $150 per hour for such services and appearances. Subscriber shall reimburse BST for any Monitoring Center charges for excessive, run-a-way or false alarm signals.

26. FAIR CREDIT REPORTING ACT: In compliance with the Fair Credit Reporting Act ("FCRA"), the Subscriber hereby authorizes BST to obtain a consumer credit report. Subscriber has the right, by contacting the provider of this information, to dispute the information on the report or request additional disclosures as provided under Section 606 of the FCRA. Written request must be given from the Subscriber to BST to request additional credit information. Subscriber releases all persons involved in the credit investigation from liability in connection with such investigation.

27. FULL AGREEMENT / SEVERABILITY: This agreement along with the Schedule of Equipment and Services constitute the full understanding of the parties and may not be amended, modified or canceled, except in writing signed by both parties. Subscriber acknowledges and represents that Subscriber has not relied on any representation, assertion, guarantee, warranty, collateral agreement or other assurance, except those set forth in this Agreement. Subscriber hereby waives all rights and remedies, at law or in equity, arising, or which may arise, as the result of Subscriber's reliance on such representation, assertion, guarantee, warranty, collateral agreement or other assurance. To the extent this agreement is inconsistent with any other document or agreement, whether executed prior to, concurrently with or subsequent to this agreement the terms of this agreement shall govern. This agreement shall run concurrently with and shall not terminate or supersede any existing agreement between the parties unless specified herein. Should any provision of this agreement be deemed void, the remaining parts shall be enforceable.

NOTICE TO BUYER

DO NOT SIGN THIS BEFORE YOU READ IT OR IF IT CONTAINS ANY BLANK SPACES. YOU ARE ENTITLED TO AN EXACT COPY OF THE PAPER YOU SIGN. BUYER ACKNOWLEDGES RECEIVING A FULLY EXECUTED COPY OF THIS CONTRACT AT TIME OF EXECUTION.

WALDEN TECHNOLOGIES LLC

D/B/A BEACON SECURITY TECHNOLOGY:

By: _____

Signature

SUBSCRIBER/BUYER: _____

Signature

CITY OF GRIFFIN - Re: Server Room

Print Name

_____

Address 100 S. Hill St., Griffin, GA 30224

Attest: _____

Jessica W. O'Connor, Secretary

Approved as to Form:

Andrew J. Whalen, III

Andrew J. Whalen, III, City Attorney

Docusign Envelope ID: 0080FBE0-6F7B-4DFB-ACEA-CF9EAC11F28E

NOTICE OF CANCELLATION

BEACON SECURITY TECHNOLOGY (hereinafter referred to as "BST" or Seller) to enter date of transaction:_____

Subscribers Name:_____ Subscribers Address:_____

You may CANCEL this transaction, without any penalty or obligation, within THREE BUSINESS DAYS from the above date.

If you cancel, any property traded in, any payments made by you under the contract or sale, and any negotiable instrument executed by you will be returned within TEN BUSINESS DAYS following receipt by BST of your cancellation notice, and any security interest arising out of the transaction will be canceled.

If you cancel, you must make available to BST at your residence, in substantially as good condition as when received, any goods delivered to you under this contract or sale, or you may if you wish, comply with the instructions of BST regarding the return shipment of the goods at BST' expense and risk.

If you do make the goods available to BST and BST does not pick them up within 20 days of the date of your notice of cancellation, you may retain or dispose of the goods without any further obligation. If you fail to make the goods available to BST, or if you agree to return the goods to BST and fail to do so, then you remain liable for performance of all obligations under the contract.

To cancel this transaction, mail or deliver a signed and dated copy of this Cancellation Notice to:

Beacon Security
6127 US 19 S STE A
ZEBULON, GA 30295

NO LATER THAN MIDNIGHT OF _____
BST to enter date by which the buyer must give notice of cancellation

I HEREBY CANCEL THIS TRANSACTION

_____
Date of Cancellation to be entered by buyer.

_____
Signature of Subscriber

AGENDA ITEM SUMMARY

ITEM SUMMARY:

Consider, on second reading, amendments to the Environmental Council ordinance, Code of Griffin, Chapter 42, *Environment*, Section 42-3, *Environmental Council; Organization*. *City Manager, Jessica O'Connor, will address.*

SPECIAL CONSIDERATIONS OR CONCERNS:

As discussed during the October Commission workshop, the Environmental Council has struggled to find relevance and purpose over the last several years. This text amendment revises the staff liaison to the Council to the City Manager, which should allow for more connections between City initiatives, projects, and operations with the Council.

STAFF RECOMMENDATION:

Staff recommends approval.

FINANCIAL IMPACT:

N/A

Submitted By:
Jessica O'Connor

Meeting Date:
13/01/2026

Reviewed By:
Jessica O'Connor

ATTACHMENTS:
Redlined Section 42-3.pdf

Sec. 42-3. Environmental council; organization.

(a) The council shall consist of nine members, including one commissioner, appointed by the board of commissioners. Appointees shall be 18 years of age or greater, a resident of Spalding County, and persons who have demonstrated a knowledge of or strong interest in environmental protection. Initial appointments to the council shall be three members to serve a one-year term, three members to serve a two-year term, and one member to serve a three-year term. Thereafter, each member shall serve a three-year term, with the exception of the commissioner member who shall serve a one-year term. Members may be reappointed to succeed themselves.

(b) The council shall elect one member, excluding the commissioner member, to serve as chair and one member to serve as vice-chair; the council may also create and fill such committees as it may deem necessary, and appoint the committee chair. The term of the chair and vice chair shall be one year, with eligibility for re-election to succeeding terms. ~~Director of stormwater~~The City Manager, or his or her designee, shall serve as secretary.

(c) The environmental council shall establish and post a regular monthly meeting schedule to be conducted in accordance with the Georgia Open Meetings Law. Called meetings may occur more frequently, if noticed in the manner provided by law. All council meetings shall be open to the public, and reasonable notice of the time, place, and location of meetings, together with an agenda of intended business and action items, thereof shall be noticed in accordance with City of Griffin policies and state law. The secretary shall keep minutes of all meetings, in accordance with Georgia Open Meetings Law. A quorum of the council shall consist of a majority of its members. The vote of a simple majority of a quorum shall be necessary to take any official council action.

(d) Any member of the council who misses either (i) three consecutive meetings or (ii) four meetings within a calendar year shall be replaced by the board of commissioners. Absence due to sickness, death of a family member or close friend, or other emergencies of like nature may be recognized as excused absences and shall not affect the member's status on the council. Members shall attend a minimum of one environmental council special event annually and any member who fails to do so shall be replaced by the board of commissioners.

(e) A public comment period shall be allowed at each meeting to allow citizens the opportunity to be heard regarding environmental issues and concerns. The method, timing and duration of such public comment period shall be determined by the council, but the standards and procedures shall be consistent across all meetings. The council may conduct its business once the public comment period is closed.

(Ord. No. 13-07, § 1, 5-28-2013; Ord. No. 21-03, § 1, 3-23-2021; Ord. No. 24-02, § 1, 5-14-2024)

AGENDA ITEM SUMMARY

ITEM SUMMARY:

Commissioners to appoint one Commissioner to the Griffin-Spalding Connected Resilient Community ("CRC") Executive Committee for a one-year term to expire 12/31/26 to succeed Mayor Hollberg whose term expired 12/31/25.

SPECIAL CONSIDERATIONS OR CONCERNS:

Mayor Doug Hollberg has served as Archway Executive Committee representative since its inception. The G-S Connected Resilient Community is the next step after "graduating" from Archway.

STAFF RECOMMENDATION:

N/A

FINANCIAL IMPACT:

N/A

Submitted By:
Susan Bartholomew

Meeting Date:
13/01/2026

Reviewed By:
Jessica O'Connor

ATTACHMENTS:
Connected Resilient Community Overview 2025.pdf

Archway Partnership
UNIVERSITY OF GEORGIA



Griffin+Spalding County

As part of their graduation plan, the Griffin+Spalding Archway Executive Committee has elected to participate in the Connected Resilient Communities (CRC) program. The CRC designation through the Archway Partnership at the University of Georgia enhances a community's competitiveness in economic development by serving as a powerful differentiator. This designation signals a community's commitment to collaboration, forward-thinking problem solving, resourcefulness, and strong connectivity to the University of Georgia's academic and institutional resources. It demonstrates readiness and capacity for growth—qualities that site selectors, investors, and businesses seek when making location decisions.

Communities will receive progressive recognition throughout the CRC program. Silver, gold, and platinum medallions represent the number of resilient projects completed during the engagement. Silver represents one completed project, gold represents two completed projects, and platinum represents three completed projects and program completion.

CRC medallions and branding elements can be strategically featured in one-pagers, websites, email signature lines, and other marketing materials to visually reinforce a community's proactive approach to development and resilience. Cities, counties, chambers of commerce, and other local entities can proudly display the CRC recognition to showcase their accomplishments and partnerships, setting them apart in a competitive landscape and positioning them as strong, future-ready contenders for economic opportunities.

Selected Projects:

1. Leadership Resiliency and Sustainability
2. Strategic Communication and Action Plan for 2026
3. Workforce Development (Education for a Quality Workforce)

Project Descriptions:

1. **Leadership Resiliency and Sustainability**
   Champions – Carmen Caldwell & Will Doss
   This project will continue to convene the members of the (former) Archway Partnership Executive Committee through June 30, 2026. The University of Georgia J.W. Fanning Institute for Leadership Development will facilitate monthly meetings with the goal of creating a sustainability mechanism for this group. Moreover, this structure will facilitate the continuation and development of knowledgeable, skilled, committed and action-oriented leaders. They will enhance their existing leadership skills and gain a better understanding of themselves and their roles as community leaders so that they can ultimately impact community vitality.
   Two retreats are also included in this scope of work: a mini retreat in fall 2025 and a two-day full retreat in spring 2026. Dates are TBD.

2. **Strategic Communication and Action Plan for 2026**
   Champions – Jessica O'Connor & Steve Ledbetter
   The community would like to develop a streamlined strategy to celebrate and commemorate significant community anniversaries and national holiday in 2026, including:
   a. 250th anniversary of the signing of the United States Declaration of Independence
   b. Founding of the City of Griffin, June 8, 1840 (185th this year)
   c. Spalding County Created, December 20, 185 (175th next year)
   d. UGA Archway Partnership celebrating 10 years of community collaboration (2015-2025)

   This process will include the communication representatives from the City of Griffin, Spalding County, Griffin-Spalding County school system, Chamber of Commerce, GSBTA (and others as needed). It was noted that oral histories should be included in this plan (NAACP and others). The local magazine is published annually in October by the Chamber and key events should be included in this year's publication. As the City and County are the two lead entities in this project, Dr. Ledbetter and Ms. O'Connor were identified to champion the group.

3. **Workforce Development Blueprint (Education for a Quality Workforce)**
   Champions – Irvin Clark & David Luckie
   Workforce development was identified as a key issue for this group. There is a core group of people with great momentum working on this topic (including SCTC, the College and Career Academy, school system, Development Authority, Three Rivers and others). The proposed next step is to organize a Workforce Summit to support and enhance the work of the group. This event would provide participants with data on a myriad of workforce topics, then participants will identify strategic next steps and goals for the group to address. This project will create a blueprint for workforce development in Spalding County. Ultimately, stakeholders from K-12, higher education, business and industry, media, local government, state agencies, public library, regional agencies, non-profit organizations, hospital/health care providers and citizens will form a sustainable partnership to address local education and workforce development issues.
   Key elements of the plan could include pathway alignment, internships, apprenticeships, externships for teachers, mentoring, funding sources, etc.

AGENDA ITEM SUMMARY

ITEM SUMMARY:

Commissioners to appoint a member to the Board of Health for a three-year unexpired term expiring 12/31/28 to succeed Terrance Malone who resigned from the Board on November 19, 2025.

SPECIAL CONSIDERATIONS OR CONCERNS:

The appointee is a consumer or a licensed nurse interested in promoting public health. Boards of Health are made up of elected or appointed individuals from every walk of life who care about the public's well-being. They functior as the eyes and ears of their community, acting at the county level to serve local needs, examine resources, and advocate for public health programs. A board has several responsibilities, including adopting public health rules and regulations for the county, enforcing all laws pertaining to health, presenting and approving health budget to the county commission, providing policy guidance to the District Health Director and acting as a link to local government, community resources, and partners such as hospitals, health care providers, businesses and civic leaders. This Board meets the second Thursday of each month at 12:15 p.m. at the Health Department.

STAFF RECOMMENDATION:

N/A

FINANCIAL IMPACT:

N/A

Submitted By:
Susan Bartholomew

Meeting Date:
13/01/2026

Reviewed By:
Jessica O'Connor

ATTACHMENTS:
Board of Health By-Laws.pdf
OCGA 31-3-2.pdf
Malone Resignation 11.19.2025.pdf
Nom Kompelien Board of Health.pdf
NOM Muhammad.pdf

SPALDING COUNTY BOARD OF HEALTH
BYLAWS

Article I
Creation

A. Creation: This Board is created by the Official Code of Georgia Annotated (OCGA)§ 31-3-1, et seq which establishes a county board of health in each and every county of the State. Consequently, this Board is named the Spalding County Board of Health. This law is made an addendum to these bylaws.

Article II
Functions

A. Powers and Functions: The functions of the Spalding County Board of Health are broad and comprehensive. In accordance with OCGA §31-3-5, the Spalding County Board of Health shall:

1. Determine the health needs and resources of Spalding County by research and by collection, analysis, and evaluation of all data pertaining to the health of the community.

2. Develop, in cooperation with the Department of Public Health, programs, program activities and facilities responsive to the needs of Spalding County.

3. Secure compliance with the rules and regulations of the Department of Public Health that have local application. Enforce or cause enforcement of all laws pertaining to health unless the responsibility for the enforcement of such laws is that of another agency.

4. To enforce, or cause enforcement of, all laws pertaining to health unless the responsibility for the enforcement of such laws is that of another agency

Article III
Authority and Powers

A. Authority. The Board is fully empowered by law to assume its responsibilities under OCGA § 31-3-4. The Board is empowered to:

1. Establish and adopt bylaws for its own governance.

2. Exercise responsibility and authority in all matters within Spalding County pertaining to health unless the responsibility for enforcement of such is by law that of another agency.

3. Take such steps as may be necessary to prevent and suppress disease conditions deleterious to health and to determine compliance with health laws and rules, regulations and standards adopted thereunder,.

4. Adopt and enforce rules and regulations appropriate to its function and powers, provided such rules and regulations are not in conflict with the rules and regulations of the Department of Public Health .

5. Receive and administer all grants, gifts, moneys and donations for purposes pertaining to health pursuant to OCGA §31-3-1, et seq.

6. Make contracts and establish fees for the provision of public health services.

7. Contract with the Department of Public Health Human Resources or other agencies for assistance in the performance of the Board's functions as set forth in § 31-3-4(7).

Article IV
Members

A. Members: The Spalding County Board of Health shall be composed of seven members as provided in OCGA § 31-3-2. Composition of the Board, appointments, terms of members, notification of vacancies, appointment and qualification of members to fill vacancies shall be shall be an employee of the Board of Health.

B. Terms of Office: A term of office shall be six years except as otherwise provided by OCGA §31-3-2.

C. Board Member Responsibilities: Duties of individual Board member includes, involvement and attendance at meetings, being a spokesperson in the community for the Board of Health on health issues, and an advocate for health lifestyles, and becoming knowledgeable about the health status and issues of Spalding County and the services provided by the health department. Board members should be aware of the Georgia Code on conflict of interest and open meeting laws (OCGA §50-14-1 Open and Public Meetings and §45-10-1 et seq. Code of Ethics and Conflicts of Interest). Members shall refer to the Handbook for Members of County Boards of Health for responsibilities.

D. Compensation: OCGA §31-3-7 governs compensation for members' attendance at meetings, stipulating that Board members may receive up to $25 per day for meetings attended if funds have been budgeted. The Board of Health may vote each year to waive said compensation for a luncheon at the monthly meeting.

Article V
Officers

A. Officers: The officers of the Spalding County Board of Health shall be the Chairperson, Vice-Chairperson, and Secretary.

B. Election of Officers: At the regular December monthly meeting, the nominating committee shall submit nominations for the positions of Chairperson, Vice-Chairperson and Secretary. Nominations may also be made by Board members for each of the officer positions to be filled at the regular January monthly meeting.

C. Terms of Office of Officers: Officers shall serve for terms of one year beginning January 1 and ending December 31. Officers so elected shall hold office until a successor is elected.

D. Removal: Any officer may be removed from said office by a majority of the Board for cause.

E. Vacancies: A vacancy in any Board of Health office arising at any time and from any cause shall be filled for the unexpired term in the office by the Board at a regular meeting of the Board.

F. Duties of Chairperson: The Chairperson shall preside at all meetings of the Board and shall serve as the official spokesperson for the Board. The Chairperson shall execute contracts and documents on behalf of the Board when required by these bylaws or the Board. The Chairperson shall perform such duties as may be assigned from time to time by the Board.

G. Duties of the Vice-Chairperson: The Vice-Chairperson shall fulfill the duties of the Chairperson in the absence of the Chairperson and shall perform such duties as may be assigned from time to time by the Board.

H. Duties of the Secretary: The Secretary shall cause to be kept all records of the Board; record or cause to be recorded the minutes of all meetings and, when these minutes are approved by the Board, certify such minutes; attest the seal of the Board when necessary or required, and perform such

duties as may be assigned from time to time by the Board. The Secretary shall also keep or cause to be kept a current register of the names and addresses of each Board member. The Secretary shall keep the Department of Public Health Human Resources informed of the names, addresses and terms of office of its Board members in accordance with OCGA §31-3-3.

Article VI
Chief Executive Officer

A. Chief Executive Officer: The Spalding County Board of Health, along with the other eleven county boards of health in District Four, shall appoint the District Health Director as its Chief Executive Officer as provided in Section 31-3-11 of the Official Code of Georgia.

   1. The Director, as Chief Executive Officer of the Spalding County Board of Health, shall, in the name of said Board of Health, exercise the powers and perform the functions set forth in OCGA §31-3-11 except, the power to adopt bylaws and adopt rules.

B. Powers and Functions: §31-3-12 Duties of Director: Subject to the policies and directives of the bounty board of health and the policies and directives of the multiple county districts served, the director shall perform the functions and exercise the powers set forth in this chapter except the power to adopt bylaws and to adopt rules and regulations and may delegate the powers and authority conferred, or any part thereof, to one or more individuals as he may deem appropriate. The director shall devote his entire time to the service of the county districts, where created, and shall be vigilant in procuring compliance with its rules and regulation and with Georgia health laws and rules and regulations adopted thereunder that county board of health and the agency in charge of the multiple county district in such manner and form and with such frequency as required by it and shall also report to the Department of Public Health.department in such manner, detail, and form as the department may specify. (Code 1933, 88-212, enacted by Ga. L. 1964, p. 499, 1)

Article VII
Meetings of the Board

A. Regular Meetings: Regular meetings shall be held at least quarterly, and shall be called by the Chairperson.

B. Special Meetings: Special meetings of the Board may be called at any time by the Chairperson, or any three members of the Board. At any special meeting, no business shall be transacted except that stated in the notice calling the meeting. Notice of the time, place, and purpose of any

special meeting shall be made in compliance with the provisions of OCGA §50-14-1, et seq. not less than 24 hours before the time set for the meeting; provided, however, that a meeting called to meet an emergency can be held as soon as a quorum of the members is assembled. Called meetings of the Board will be published 24 hours in advance in the local newspaper and announced over the radio, except in the case of an emergency.during which a meeting may be held as soon as a quorum of the members is assembled.

C. Quorum: Quorum of the Board shall be four members.

D. Continuance: In the absence of a quorum, a meeting of the Board shall be continued. Prior to such continuance, the Board members present may set a time, date and place for a meeting of the Board.

E. Minutes: Minutes of each meeting of the Board, shall be taken by the Secretary or designee. Following each meeting, copies of the minutes for the meeting shall be disseminated to each Board member no later than seven days prior to the date of the next regular meeting. These minutes shall be approved by the Board at the next regular meeting of the Board and, after approval, shall be certified by the Secretary of the Board and signed by the Chairperson. A certified copy of the approved minutes shall be made a part of the permanent records of the Board.

F. Parliamentary Authority: The rules contained in the current edition of Robert's Rules of Order Newly Revised shall govern, unless said rules conflict with State Laws.

Article VIII
Committees

A. Committees: The Board shall have a standing executive committee and ad-hoc committees, as needed. When determined by the Board to be needed for developing a comprehensive community health plan and for executing the plan, the Board may appoint advisory and nominating committees.

1. Executive Committee: The executive committee of the Board shall consist of the Chairperson, Vice-Chairperson and Secretary. The Chairperson of the Board shall serve as the Chairperson of the executive committee. The executive committee shall serve as the personnel committee for the Board and, when requested by the Chief Executive Officer, shall serve as advisory committee to the Chief Executive Officer on personnel matters. When required by the Board, the executive committee shall review matters directed to it by the Board and submit recommendations to the board on such matters.

The executive committee shall not exercise the authority of the Board in the management of the affairs of the Board.

B. Rules of Procedure for Committees: Committees shall comply with the following rules for their meetings:

1. Quorum: Unless otherwise provided, a majority of the committee meeting shall constitute a quorum.

Article IX
Budget and Finance

A. Fiscal Year: The fiscal year of the Board shall begin July 1 and end June 30 of each year.

B. Preparation of Proposed Budget: The departmental directors of the health department shall draft a proposed budget for the new fiscal year. The Chairperson and Vice-Chairperson of the Board shall work with the CEO, Board or designee in final preparation of the proposed draft budget to the Board.

C. Presentation of Proposed Budget: Not later than June 1 of each year, the CEO, Board or designee shall present a proposed budget for the new fiscal year to the Board. This proposed budget shall be a balanced budget. The proposed budget shall be submitted if approved. To the Spalding County Commission for funding consideration within the time period specified by the County.

D. Adopted Budget: On or before the first day of the fiscal year, the Board shall adopt a final budget for the new fiscal year.

E. Budget Reports: The CEO or Board shall submit a budget report to the Board describing the status of revenues and expenditures at regular board meetings.

F. Audit: The Board shall hire an independent auditor who shall audit the Board's books and records and render a report not later than 180 days after the close of the fiscal year. Copies of the annual audit shall be submitted to the Office of Audits for the State of Georgia and also to any jurisdiction contributing funds for programs and operations of the Board and requiring such audit. Each Board member shall receive a copy of the annual financial audit.

Article X
Contracts, Checks, Deposits, and Funds

A. Contracts: The Board may authorize any officer or officers to enter into contracts in the name and on behalf of the Board. Such authority shall be specified in the minutes of the Board which have been certified by the Secretary of the Board. Such authority shall be countersigned by the Chief Executive Officer.

B. Checks or Drafts: All checks, drafts or other orders of payment shall be signed by two of the three departmental directors of the health department.

C. Deposits: All funds of the Board shall be deposited to the credit of the Board in such depositories as the Board may from time to time select. The CEO or designee shall be authorized on behalf of the Board to bid banking services annually and the Board shall accept the bid earning the highest rate of interest and lowest service charges for the Board's fund.

Article XI
Amendments to Bylaws

A. Amendments: These bylaws may be amended by four affirmative votes of the Board. Bylaw changes shall be presented for consideration at a regular meeting of the Board, but shall not be voted until the regular meeting next following the meeting at which the bylaw changes were proposed.

West's Code of Georgia Annotated
Title 31 Health
Chapter 3. County Boards of Health (Refs & Annos)

Ga. Code Ann., § **31-3-2**

§ 31-3-2. County boards; how constituted; terms of members

Currentness

(a) Each county board of health shall be composed of seven members as follows:

(1) One member shall be the chief executive officer of the governing authority of the county, by whatever name called, or some member designated by said officer; in counties where the governing authority is the judge of the probate court of the county, he shall be the member so appointed;

(2) One member shall be the county superintendent of schools or other school personnel may be designated by said superintendent for such time period as determined by the superintendent but not to exceed such superintendent's contract term;

(3) Except as otherwise provided in this paragraph, one member to be appointed by the governing authority of the county shall be a physician actively practicing medicine in the county and licensed under Chapter 34 of Title 43. If there are fewer than four physicians actively practicing in the county or if there is no physician actively practicing in the county who is willing and able to serve, the governing authority may appoint a person licensed as a nurse or dentist under Chapter 26 or 11, respectively, of Title 43, and actively practicing such profession in the county or any other person having a familiarity with and concern for the provision of medical services in the county;

(4) One member to be appointed by the governing authority of the county shall be a consumer, a representative of a consumer, or a person from an advocacy agency or group, which member will represent on the board the county's consumers of health services;

(5) One member to be appointed by the governing authority of the largest municipality in the county shall be a person interested in promoting public health who is a consumer or a nurse licensed under Chapter 26 of Title 43;

(6) One member to be appointed by the governing authority of the county shall be a consumer member who will represent on the board the county's needy, underprivileged, or elderly community; and

(7) One member shall be the chief executive officer of the governing authority of the largest municipality of the county, by whatever name called, or some member designated by said officer; provided, however, that whenever the legal situs of such largest municipality lies within an adjoining county, the county governing authority may adopt an ordinance providing:

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(A) For the selection by the county governing authority of the chief executive officer, by whatever name designated, of the governing authority of any municipality lying wholly or partially within the county to fill the position on the county board of health authorized by this paragraph;

(B) That the chief executive officer so selected may designate another member of the respective municipal governing authority, whose term of office is the same as that of the chief executive officer, to serve in the place of the chief executive officer;

(C) That the chief executive officer so selected or the chief executive officer's designee shall serve for a term of office as a member of the county board of health concurrent with the term of office as a member of the municipal governing authority;

(D) That a vacancy in the position on the county board of health which is held by the chief executive officer or the chief executive officer's designee shall be filled for the unexpired term by the county governing authority; and

(E) That the first member of the county board of health selected by the county governing authority under such ordinance may take office at any time on or after January 1, 1987, and that the term of office of the member of the county board of health holding office pursuant to this paragraph on December 31, 1986, shall expire on the day immediately preceding the day such first member selected under such ordinance takes office.

(b) No member appointed to the county board of health shall be an employee of the county board of health or of the department.

(c) The terms of the members of county boards of health serving as such on June 30, 1985, and who are serving in membership positions required to be filled by grand jury appointment, shall expire at the end of June 30, 1985, and upon the appointment and qualification of their successors.

(d) The initial term of the member first appointed pursuant to paragraph (3) of subsection (a) of this Code **section** shall begin July 1, 1985, and shall expire December 31, 1987; the initial term of the member first appointed pursuant to paragraph (4) of subsection (a) of this Code **section** shall begin July 1, 1985, and shall expire December 31, 1986; the initial term of the member first appointed pursuant to paragraph (6) of subsection (a) of this Code **section** shall begin July 1, 1984, and expire December 31, 1985; and the initial term of the member first appointed pursuant to paragraph (5) of subsection (a) of this Code **section** shall begin July 1, 1984, and shall expire December 31, 1986. After these initial terms, members appointed pursuant to paragraphs (3), (4), (5), and (6) of subsection (a) of this Code **section** shall take office the first day of January immediately following the expiration of the immediately preceding term of that office and serve terms of six years and until their successors are appointed and qualified. Vacancies in any such membership shall be filled, for the unexpired term and until a successor is appointed and qualified, in the same manner as the original appointment.

(e) Persons holding office as members pursuant to paragraph (1), (2), or (7) of subsection (a) of this Code **section** shall serve as members while holding their offices as chief executive officer of the governing authority of the county, county superintendent of schools, or chief executive officer of the largest municipality of the county, respectively.

(f) In each county having a population of not less than 400,000 and not more than 500,000 according to the United States decennial census of 1990 or any future such census, the superintendent of the largest municipal school system in the county shall serve in an ex officio capacity as an additional member of the county board of health.

Credits

Laws 1914, p. 124, § 2; Laws 1964, p. 499, § 1; Laws 1967, p. 544, § 1; Laws 1982, p. 506, § 1; Laws 1984, p. 1325, § 1; Laws 1985, p. 149, § 31; Laws 1986, p. 1242, § 1; Laws 1987, p. 185, § 1; Laws 1992, p. 1217, § 1; Laws 1993, p. 1445, § 1; Laws 1998, p. 855, § 1.

Formerly Code 1933, § 88-201; Code 1933, § 88-202.

Ga. Code Ann., § **31-3-2**, GA ST § **31-3-2**

The statutes and Constitution are current through legislation passed at the 2025 Regular Session of the Georgia General Assembly. Some sections may be more current, see credits for details. The statutes are subject to changes by the Georgia Code Commission.

End of Document

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Hello Valerie,

I did not see the email, at the time, so I apologize for not sending a response. I have not been able to attend the meetings because of my role in Douglasville and scheduling conflicts, so I feel that I have done the citizens of Spalding County and the Board a disservice. With that said, I would like to render my resignation from my position on the Board, effective immediately. It has been a pleasure serving and I wish continued success and blessing to each of you.

Kind Regards,
Terrance Malone

On Wed, Nov 19, 2025 at 12:26 PM, Melson, Valerie <valerie.melson@dph.ga.gov> wrote:

Good Afternoon,

At the last meeting I was asked to check to make sure that you would be able to make the meetings. I know the September meeting you were working in Douglasville. For the November meeting I did not have a response from you. The Board members just want to make sure that with your new position you would be able to attend the meetings. Please let me know.

Thank You,

Valerie Melson
Executive Assistant/BOH Liaison
District 4, Georgia Department of Public Health
301 Main Street/ LaGrange, GA 30240
PHONE 706-298-7727/ **CELL** 706-415-6297 / **FAX** 762.888.8022
valerie.melson@dph.ga.gov
district4health.org

Georgia Department of Public Health
District 4 Public Health

Accredited Health Department • PHAB Advancing Public Health Performance • Public Health Accreditation Board

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NOMINATION FOR APPOINTMENT

Profile

Office of the City Manager, Jessica O'Connor
One Griffin Center | 100 S. Hill Street-P.O. Box T | Griffin, GA 30224
P 770.229.6408 F 678.692.6403 W cityofgriffin.com

Which Boards would you like to apply for?

Spalding County Board of Health: Submitted

Ebony (First Name) | R (Middle Initial) | Kompelien (Last Name)

195 Steele Rd (Home Address) | (Suite or Apt)

Griffin (City) | GA (State) | 30223 (Postal Code)

Home: (678) 603-0200 (Primary Phone) | (Alternate Phone)

ebonykompelien.ga@gmail.com (Email Address)

Spalding County Administration Office (Employer) | Intern (Occupation)

Business Address:

119 E. Solomon Street Griffin, GA 30223

Do you live within the city limits or in the county? *

- [x] In the county

Experience

Education / Experience / Background:

I am currently completing my Bachelor of Science in Political Science at Liberty University, with an expected graduation date of December 2025. In January 2026, I plan to begin my master's in public policy at Liberty University. I currently serve as an Administrative Intern with the Spalding County Administration Office, where I assist with records management and board agendas. This position has given me practical insight into how local government operates and the importance of maintaining transparency and communication between officials and the public. My passion for community service extends beyond my internship. I am actively involved in several civic and professional organizations that focus on empowering citizens, strengthen local networks, and prompting equitable leadership opportunities. I strive to connect residents to resources, strengthen voter participation, and encourage collaborative problem-solving throughout the community.

Other Committees, Boards, Authorities, etc. presently serving on:

Active member - Spalding County Democratic Committee Assistant Secretary - Fayette Democratic Women Membership Committee - American Businesswomen Association Membership Committee - Fayette-Spalding Cooperative

Other pertinent information:

Member - Pre Law Society at Liberty University Member - The National Society of Leadership and Success Dean List - Multiple semesters at Liberty University

By submitting this application, I affirm that the facts set forth in it are true and complete. I understand that if I am appointed, any false statements, omissions or other misrepresentations made by me on this application may result in my immediate dismissal. I understand that I will not be paid and that filling out an application does not guarantee my appointment.

Nominee / Nominator Signature: _____

Ebony Kompelien

Ebony_Kompelien__Resume_Serving_on_Board.docx
Upload a Resume

NOMINATION FOR APPOINTMENT

Profile

Office of the City Manager, Jessica O'Connor
One Griffin Center | 100 S. Hill Street-P.O. Box T | Griffin, GA 30224
P 770.229.6408 F 678.692.6403 W cityofgriffin.com

Which Boards would you like to apply for?

Spalding County Board of Health: Submitted

Ray (First Name) | (Middle Initial) | Muhammad (Last Name)

1115 West Popular Street (Home Address) | (Suite or Apt)

Griffin (City) | GA (State) | 30224 (Postal Code)

Mobile: (770) 584-2623 (Primary Phone) | (Alternate Phone)

raymuhammad47@yahoo.com (Email Address)

Emergency Relief Project (Employer) | Director (Occupation)

Business Address:

1545 North expressway suite 102 Griffin ga 30223

Do you live within the city limits or in the county? *

☑ Within city limits

Experience

Education / Experience / Background:

Ba degree working with the public for over 40 years

Other Committees, Boards, Authorities, etc. presently serving on:

N/a

Other pertinent information:

By submitting this application, I affirm that the facts set forth in it are true and complete. I understand that if I am appointed, any false statements, omissions or other misrepresentations made by me on this application may result in my immediate dismissal. I understand that I will not be paid and that filling out an application does not guarantee my appointment.

Nominee / Nominator Signature: _____

Ray Muhammad

Upload a Resume

AGENDA ITEM SUMMARY

ITEM SUMMARY:

Commissioners to appoint a commissioner to the Board of Health for a term concurrent with his/her City Commission term of office to succeed Commissioner Holly Murray whose term expired 12/31/25.

SPECIAL CONSIDERATIONS OR CONCERNS:

The Commissioner appointment was held by Commissioner Murray and expired 12/31/25, concurrent with her term of office. This Board meets the second Thursday of each month at 12:15 p.m. at the Health Department.

STAFF RECOMMENDATION:

N/A

FINANCIAL IMPACT:

N/A

Submitted By:
Susan Bartholomew

Meeting Date:
13/01/2026

Reviewed By:
Jessica O'Connor

ATTACHMENTS:
Board of Health By-Laws.pdf
OCGA 31-3-2.pdf

SPALDING COUNTY BOARD OF HEALTH
BYLAWS

Article I
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A. Creation: This Board is created by the Official Code of Georgia Annotated (OCGA)§ 31-3-1, et seq which establishes a county board of health in each and every county of the State. Consequently, this Board is named the Spalding County Board of Health. This law is made an addendum to these bylaws.

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1. Determine the health needs and resources of Spalding County by research and by collection, analysis, and evaluation of all data pertaining to the health of the community.

2. Develop, in cooperation with the Department of Public Health, programs, program activities and facilities responsive to the needs of Spalding County.

3. Secure compliance with the rules and regulations of the Department of Public Health that have local application. Enforce or cause enforcement of all laws pertaining to health unless the responsibility for the enforcement of such laws is that of another agency.

4. To enforce, or cause enforcement of, all laws pertaining to health unless the responsibility for the enforcement of such laws is that of another agency

Article III
Authority and Powers

A. Authority. The Board is fully empowered by law to assume its responsibilities under OCGA § 31-3-4. The Board is empowered to:

1. Establish and adopt bylaws for its own governance.

2. Exercise responsibility and authority in all matters within Spalding County pertaining to health unless the responsibility for enforcement of such is by law that of another agency.

3. Take such steps as may be necessary to prevent and suppress disease conditions deleterious to health and to determine compliance with health laws and rules, regulations and standards adopted thereunder,.

4. Adopt and enforce rules and regulations appropriate to its function and powers, provided such rules and regulations are not in conflict with the rules and regulations of the Department of Public Health .

5. Receive and administer all grants, gifts, moneys and donations for purposes pertaining to health pursuant to OCGA §31-3-1, et seq.

6. Make contracts and establish fees for the provision of public health services.

7. Contract with the Department of Public Health Human Resources or other agencies for assistance in the performance of the Board's functions as set forth in § 31-3-4(7).

Article IV
Members

A. Members: The Spalding County Board of Health shall be composed of seven members as provided in OCGA § 31-3-2. Composition of the Board, appointments, terms of members, notification of vacancies, appointment and qualification of members to fill vacancies shall be shall be an employee of the Board of Health.

B. Terms of Office: A term of office shall be six years except as otherwise provided by OCGA §31-3-2.

C. Board Member Responsibilities: Duties of individual Board member includes, involvement and attendance at meetings, being a spokesperson in the community for the Board of Health on health issues, and an advocate for health lifestyles, and becoming knowledgeable about the health status and issues of Spalding County and the services provided by the health department. Board members should be aware of the Georgia Code on conflict of interest and open meeting laws (OCGA §50-14-1 Open and Public Meetings and §45-10-1 et seq. Code of Ethics and Conflicts of Interest). Members shall refer to the Handbook for Members of County Boards of Health for responsibilities.

D. Compensation: OCGA §31-3-7 governs compensation for members' attendance at meetings, stipulating that Board members may receive up to $25 per day for meetings attended if funds have been budgeted. The Board of Health may vote each year to waive said compensation for a luncheon at the monthly meeting.

Article V
Officers

A. Officers: The officers of the Spalding County Board of Health shall be the Chairperson, Vice-Chairperson, and Secretary.

B. Election of Officers: At the regular December monthly meeting, the nominating committee shall submit nominations for the positions of Chairperson, Vice-Chairperson and Secretary. Nominations may also be made by Board members for each of the officer positions to be filled at the regular January monthly meeting.

C. Terms of Office of Officers: Officers shall serve for terms of one year beginning January 1 and ending December 31. Officers so elected shall hold office until a successor is elected.

D. Removal: Any officer may be removed from said office by a majority of the Board for cause.

E. Vacancies: A vacancy in any Board of Health office arising at any time and from any cause shall be filled for the unexpired term in the office by the Board at a regular meeting of the Board.

F. Duties of Chairperson: The Chairperson shall preside at all meetings of the Board and shall serve as the official spokesperson for the Board. The Chairperson shall execute contracts and documents on behalf of the Board when required by these bylaws or the Board. The Chairperson shall perform such duties as may be assigned from time to time by the Board.

G. Duties of the Vice-Chairperson: The Vice-Chairperson shall fulfill the duties of the Chairperson in the absence of the Chairperson and shall perform such duties as may be assigned from time to time by the Board.

H. Duties of the Secretary: The Secretary shall cause to be kept all records of the Board; record or cause to be recorded the minutes of all meetings and, when these minutes are approved by the Board, certify such minutes; attest the seal of the Board when necessary or required, and perform such

duties as may be assigned from time to time by the Board. The Secretary shall also keep or cause to be kept a current register of the names and addresses of each Board member. The Secretary shall keep the Department of Public Health Human Resources informed of the names, addresses and terms of office of its Board members in accordance with OCGA §31-3-3.

Article VI
Chief Executive Officer

A. Chief Executive Officer: The Spalding County Board of Health, along with the other eleven county boards of health in District Four, shall appoint the District Health Director as its Chief Executive Officer as provided in Section 31-3-11 of the Official Code of Georgia.

1. The Director, as Chief Executive Officer of the Spalding County Board of Health, shall, in the name of said Board of Health, exercise the powers and perform the functions set forth in OCGA §31-3-11 except, the power to adopt bylaws and adopt rules.

B. Powers and Functions: §31-3-12 Duties of Director: Subject to the policies and directives of the bounty board of health and the policies and directives of the multiple county districts served, the director shall perform the functions and exercise the powers set forth in this chapter except the power to adopt bylaws and to adopt rules and regulations and may delegate the powers and authority conferred, or any part thereof, to one or more individuals as he may deem appropriate. The director shall devote his entire time to the service of the county districts, where created, and shall be vigilant in procuring compliance with its rules and regulation and with Georgia health laws and rules and regulations adopted thereunder that county board of health and the agency in charge of the multiple county district in such manner and form and with such frequency as required by it and shall also report to the Department of Public Health.department in such manner, detail, and form as the department may specify. (Code 1933, 88-212, enacted by Ga. L. 1964, p. 499, 1)

Article VII
Meetings of the Board

A. Regular Meetings: Regular meetings shall be held at least quarterly, and shall be called by the Chairperson.

B. Special Meetings: Special meetings of the Board may be called at any time by the Chairperson, or any three members of the Board. At any special meeting, no business shall be transacted except that stated in the notice calling the meeting. Notice of the time, place, and purpose of any

special meeting shall be made in compliance with the provisions of OCGA §50-14-1, et seq. not less than 24 hours before the time set for the meeting; provided, however, that a meeting called to meet an emergency can be held as soon as a quorum of the members is assembled. Called meetings of the Board will be published 24 hours in advance in the local newspaper and announced over the radio, except in the case of an emergency.during which a meeting may be held as soon as a quorum of the members is assembled.

C. Quorum: Quorum of the Board shall be four members.

D. Continuance: In the absence of a quorum, a meeting of the Board shall be continued. Prior to such continuance, the Board members present may set a time, date and place for a meeting of the Board.

E. Minutes: Minutes of each meeting of the Board, shall be taken by the Secretary or designee. Following each meeting, copies of the minutes for the meeting shall be disseminated to each Board member no later than seven days prior to the date of the next regular meeting. These minutes shall be approved by the Board at the next regular meeting of the Board and, after approval, shall be certified by the Secretary of the Board and signed by the Chairperson. A certified copy of the approved minutes shall be made a part of the permanent records of the Board.

F. Parliamentary Authority: The rules contained in the current edition of Robert's Rules of Order Newly Revised shall govern, unless said rules conflict with State Laws.

Article VIII
Committees

A. Committees: The Board shall have a standing executive committee and ad-hoc committees, as needed. When determined by the Board to be needed for developing a comprehensive community health plan and for executing the plan, the Board may appoint advisory and nominating committees.

1. Executive Committee: The executive committee of the Board shall consist of the Chairperson, Vice-Chairperson and Secretary. The Chairperson of the Board shall serve as the Chairperson of the executive committee. The executive committee shall serve as the personnel committee for the Board and, when requested by the Chief Executive Officer, shall serve as advisory committee to the Chief Executive Officer on personnel matters. When required by the Board, the executive committee shall review matters directed to it by the Board and submit recommendations to the board on such matters.

The executive committee shall not exercise the authority of the Board in the management of the affairs of the Board.

B. Rules of Procedure for Committees: Committees shall comply with the following rules for their meetings:

1. Quorum: Unless otherwise provided, a majority of the committee meeting shall constitute a quorum.

Article IX
Budget and Finance

A. Fiscal Year: The fiscal year of the Board shall begin July 1 and end June 30 of each year.

B. Preparation of Proposed Budget: The departmental directors of the health department shall draft a proposed budget for the new fiscal year. The Chairperson and Vice-Chairperson of the Board shall work with the CEO, Board or designee in final preparation of the proposed draft budget to the Board.

C. Presentation of Proposed Budget: Not later than June 1 of each year, the CEO, Board or designee shall present a proposed budget for the new fiscal year to the Board. This proposed budget shall be a balanced budget. The proposed budget shall be submitted if approved. To the Spalding County Commission for funding consideration within the time period specified by the County.

D. Adopted Budget: On or before the first day of the fiscal year, the Board shall adopt a final budget for the new fiscal year.

E. Budget Reports: The CEO or Board shall submit a budget report to the Board describing the status of revenues and expenditures at regular board meetings.

F. Audit: The Board shall hire an independent auditor who shall audit the Board's books and records and render a report not later than 180 days after the close of the fiscal year. Copies of the annual audit shall be submitted to the Office of Audits for the State of Georgia and also to any jurisdiction contributing funds for programs and operations of the Board and requiring such audit. Each Board member shall receive a copy of the annual financial audit.

Article X
Contracts, Checks, Deposits, and Funds

A. Contracts: The Board may authorize any officer or officers to enter into contracts in the name and on behalf of the Board. Such authority shall be specified in the minutes of the Board which have been certified by the Secretary of the Board. Such authority shall be countersigned by the Chief Executive Officer.

B. Checks or Drafts: All checks, drafts or other orders of payment shall be signed by two of the three departmental directors of the health department.

C. Deposits: All funds of the Board shall be deposited to the credit of the Board in such depositories as the Board may from time to time select. The CEO or designee shall be authorized on behalf of the Board to bid banking services annually and the Board shall accept the bid earning the highest rate of interest and lowest service charges for the Board's fund.

Article XI
Amendments to Bylaws

A. Amendments: These bylaws may be amended by four affirmative votes of the Board. Bylaw changes shall be presented for consideration at a regular meeting of the Board, but shall not be voted until the regular meeting next following the meeting at which the bylaw changes were proposed.

West's Code of Georgia Annotated
Title 31 Health
Chapter 3. County Boards of Health (Refs & Annos)

Ga. Code Ann., § **31-3-2**

§ 31-3-2. County boards; how constituted; terms of members

Currentness

(a) Each county board of health shall be composed of seven members as follows:

(1) One member shall be the chief executive officer of the governing authority of the county, by whatever name called, or some member designated by said officer; in counties where the governing authority is the judge of the probate court of the county, he shall be the member so appointed;

(2) One member shall be the county superintendent of schools or other school personnel may be designated by said superintendent for such time period as determined by the superintendent but not to exceed such superintendent's contract term;

(3) Except as otherwise provided in this paragraph, one member to be appointed by the governing authority of the county shall be a physician actively practicing medicine in the county and licensed under Chapter 34 of Title 43. If there are fewer than four physicians actively practicing in the county or if there is no physician actively practicing in the county who is willing and able to serve, the governing authority may appoint a person licensed as a nurse or dentist under Chapter 26 or 11, respectively, of Title 43, and actively practicing such profession in the county or any other person having a familiarity with and concern for the provision of medical services in the county;

(4) One member to be appointed by the governing authority of the county shall be a consumer, a representative of a consumer, or a person from an advocacy agency or group, which member will represent on the board the county's consumers of health services;

(5) One member to be appointed by the governing authority of the largest municipality in the county shall be a person interested in promoting public health who is a consumer or a nurse licensed under Chapter 26 of Title 43;

(6) One member to be appointed by the governing authority of the county shall be a consumer member who will represent on the board the county's needy, underprivileged, or elderly community; and

(7) One member shall be the chief executive officer of the governing authority of the largest municipality of the county, by whatever name called, or some member designated by said officer; provided, however, that whenever the legal situs of such largest municipality lies within an adjoining county, the county governing authority may adopt an ordinance providing:

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(A) For the selection by the county governing authority of the chief executive officer, by whatever name designated, of the governing authority of any municipality lying wholly or partially within the county to fill the position on the county board of health authorized by this paragraph;

(B) That the chief executive officer so selected may designate another member of the respective municipal governing authority, whose term of office is the same as that of the chief executive officer, to serve in the place of the chief executive officer;

(C) That the chief executive officer so selected or the chief executive officer's designee shall serve for a term of office as a member of the county board of health concurrent with the term of office as a member of the municipal governing authority;

(D) That a vacancy in the position on the county board of health which is held by the chief executive officer or the chief executive officer's designee shall be filled for the unexpired term by the county governing authority; and

(E) That the first member of the county board of health selected by the county governing authority under such ordinance may take office at any time on or after January 1, 1987, and that the term of office of the member of the county board of health holding office pursuant to this paragraph on December 31, 1986, shall expire on the day immediately preceding the day such first member selected under such ordinance takes office.

(b) No member appointed to the county board of health shall be an employee of the county board of health or of the department.

(c) The terms of the members of county boards of health serving as such on June 30, 1985, and who are serving in membership positions required to be filled by grand jury appointment, shall expire at the end of June 30, 1985, and upon the appointment and qualification of their successors.

(d) The initial term of the member first appointed pursuant to paragraph (3) of subsection (a) of this Code **section** shall begin July 1, 1985, and shall expire December 31, 1987; the initial term of the member first appointed pursuant to paragraph (4) of subsection (a) of this Code **section** shall begin July 1, 1985, and shall expire December 31, 1986; the initial term of the member first appointed pursuant to paragraph (6) of subsection (a) of this Code **section** shall begin July 1, 1984, and expire December 31, 1985; and the initial term of the member first appointed pursuant to paragraph (5) of subsection (a) of this Code **section** shall begin July 1, 1984, and shall expire December 31, 1986. After these initial terms, members appointed pursuant to paragraphs (3), (4), (5), and (6) of subsection (a) of this Code **section** shall take office the first day of January immediately following the expiration of the immediately preceding term of that office and serve terms of six years and until their successors are appointed and qualified. Vacancies in any such membership shall be filled, for the unexpired term and until a successor is appointed and qualified, in the same manner as the original appointment.

(e) Persons holding office as members pursuant to paragraph (1), (2), or (7) of subsection (a) of this Code **section** shall serve as members while holding their offices as chief executive officer of the governing authority of the county, county superintendent of schools, or chief executive officer of the largest municipality of the county, respectively.

(f) In each county having a population of not less than 400,000 and not more than 500,000 according to the United States decennial census of 1990 or any future such census, the superintendent of the largest municipal school system in the county shall serve in an ex officio capacity as an additional member of the county board of health.

Credits

Laws 1914, p. 124, § 2; Laws 1964, p. 499, § 1; Laws 1967, p. 544, § 1; Laws 1982, p. 506, § 1; Laws 1984, p. 1325, § 1; Laws 1985, p. 149, § 31; Laws 1986, p. 1242, § 1; Laws 1987, p. 185, § 1; Laws 1992, p. 1217, § 1; Laws 1993, p. 1445, § 1; Laws 1998, p. 855, § 1.

Formerly Code 1933, § 88-201; Code 1933, § 88-202.

Ga. Code Ann., § **31-3-2**, GA ST § **31-3-2**

The statutes and Constitution are current through legislation passed at the 2025 Regular Session of the Georgia General Assembly. Some sections may be more current, see credits for details. The statutes are subject to changes by the Georgia Code Commission.

End of Document

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AGENDA ITEM SUMMARY

ITEM SUMMARY:

Commissioners to appoint Mayor or designee to Griffin-Spalding Chamber of Commerce as an Ex-Officio voting member for an annual term to expire 12/31/26 to succeed Mayor Hollberg whose term expired 12/31/25.

SPECIAL CONSIDERATIONS OR CONCERNS:

The Chamber of Commerce Board of Directors authorizes and defines the powers/duties of councils/committees, adopts policies and procedures, makes decisions necessary for conducting the business of the Chamber and fills all vacancies on the Board. The Board will meet not less frequently than once a month at a regular time and place (2nd Thursday each month at 3:30 p.m. at the Chamber of Commerce office).

STAFF RECOMMENDATION:

N/A

FINANCIAL IMPACT:

N/A

Submitted By:
Susan Bartholomew

Meeting Date:
13/01/2026

Reviewed By:
Jessica O'Connor

ATTACHMENTS:
GS Chamber By-Laws.pdf

Griffin-Spalding Chamber of Commerce, Inc.
The By-Laws

Adopted 08/16/53
Amended 02/09/71 10/13/77
05/26/81 01/15/92
02/26/93 02/04/94
01/22/99 01/18/02
01/16/14 01/15/15
01/12/2017

I. Name

This organization is incorporated under the laws of the State of Georgia and is known as the Griffin-Spalding Chamber of Commerce, Inc. Its principal office shall be located within the corporate limits of the City of Griffin.

II. Objectives

The objectives of the Griffin-Spalding Chamber of Commerce, Inc. are: To advance, develop, encourage, extend, promote, procure, and protect the commercial, professional, agribusiness, manufacturing, financial, civic, and general business interests of the City of Griffin, Spalding County, and vicinity; to encourage the development of the transportation and communication facilities, the utility infrastructure, and various resources of Griffin, Spalding County, and vicinity; to procure and protect laws and regulations desirable for the benefit of business in general; and to provide a forum for the reflection of the sentiments of local business regarding matters affecting its interests and the interest of all people in Griffin, Spalding County, and vicinity.

Further, the Chamber encourages the growth of existing industries and businesses while giving all proper assistance to any new firms or individuals considering to locate in Spalding County.

III. Limitation of Methods

The Griffin-Spalding Chamber of Commerce, Inc. shall observe all local, state and federal laws which apply to non-profit organizations as defined in Section 501(C)(6) of the Internal Revenue Code.

IV. Membership

A. Eligibility

Any business, individual, association, government agency, corporation, or partnership of good standing and in sympathy with the objectives of the Griffin-Spalding Chamber of Commerce, Inc. shall be eligible for membership

B. Investment Schedules

Membership investment schedules for all classes of membership will be established by The Board of Directors.

C. Classes of Membership

The membership of the Griffin-Spalding Chamber of Commerce, Inc. shall be classified by, and all membership investment schedules set by the Board of Directors, with categories as follows:

1. Company

   Company Memberships shall be for:

   a. Corporations
   b. Partnerships
   c. Proprietorships
   d. Associations
   e. Government agencies

2. Associate Members

   Associate membership shall be available to:

   a. Government Employees – Employees of any local, state or federal government, school or government agency may be associate members. The name of the government agency will appear on the Chamber Roster of Members.
   b. Retired Persons – Associate Membership shall be available to individuals who are over age 62 and are no longer employed. These retired members may want to volunteer to perform tasks helpful to the Chamber operations.
   c. Individuals – Associate Membership shall be available to individuals who represent only themselves. Individual names will appear on the Chamber Roster of Members for members in this category.
   d. Election of Membership – Election to membership will be by the Board of Directors after receipt of payment of annual membership investment and membership application. This application shall be a pledge by the applicant of acceptance and adherence of the above state purposes, regulations and By-Laws of the Chamber.
   e. Member-in-Good Standing Termination of membership – An employee-representative or individual member will be said to be a member-in-good-standing unless terminated for any of the following reasons:

1. Forfeiture of membership because of failure to pay with 60 days of due date unless extended by approval of Executive Director or majority vote of the Board of Directors.
2. Resignation in writing.
3. Closing of a company.
4. Death of an individual member.
5. Expulsion for express violation of the By-Laws or other regulations by the Board of Directors

f. Substitution of Member

1. An employee-representative of a Company Member may be removed and replaced by another employee-representative at the pleasure of the C.E.O. of the Member Company.
2. An Associate Member may not transfer that membership to a Company, unless the Company holds a membership with multiple Employee-representatives and wishes the former Associate Member listed in place of another employee-representative. However, the Associate Member can retain an Individual Membership at the new address.

V. Membership

A. Regular Membership Meetings

The Board of Directors may provide for regular meeting of the Chamber membership.

B. Special Membership Meetings

Special membership meetings may be called by the Chairman when deemed advisable and the Chairman shall, upon the written request of three or more members of the Board of Directors, or with signatures of ten percent of the members of the Chamber, call such a meeting. Such written request shall state the object and purpose of such a meeting.

Notice of time and place of such meeting shall be mailed at least five days prior, or telephoned at least 24 hours prior to the holding thereof, to each individual member and employee-representative.

C. Annual Meeting

The Annual Meeting of the Chamber shall be held each year, preferably during the month of January, on a date to be determined by the Board of Directors.

D. Quorum

Ten percent of the total individual members and employee-representatives in good standing shall constitute a legal quorum for the transaction of business.

VI. Board of Directors

A. Composition of the Board of Directors

The government of the Chamber, direction of its work, and control of its real and personal property shall be vested in a Board of Directors consisting of nineteen (19) voting members, to include:

1. Six Directors, who shall be elected annually for a two-year term.
2. Six Directors, who shall carry-over from the prior year.

3. Three Directors, who shall be appointed from the membership-at-large by the incoming Chairman at its first meeting after the annual election, and shall serve for one year.
4. One Director, who shall be the Immediate Past Chairman. In the event the Immediate Past Chairman shall already be serving an unexpired term as Director, a replacement Director shall be elected by the Board for only on year.
5. Ex-Officio voting members of the Board shall include the Chairman of the Griffin-Spalding Development Authority, Chairman of the City of Griffin Commission or designee, and the Chairman of the Spalding County Commission or designee.
6. Ex-Officio non-voting members of the Board shall include, but not limited to:
   a. the City of Griffin Manager, or designee.
   b. the Spalding County Manager, or designee.
   c. the Superintendent, Griffin-Spalding County Schools, or designee.
   d. the Chairman, Griffin Downtown Council, or designee.
   e. the Chairman, Downtown Development Authority, or designee.
   f. the Executive Directory, Griffin-Spalding United Way, or designee.
   g. the Assistant Dean, UGA Griffin Campus, or designee.
   h. the President, Southern Crescent Technical College, or designee.
7. No member shall be eligible to serve as a member of the Board of Directors for more than two consecutive terms of two years each, except by appointment by the Board.

B. Duties and Powers of the Board

The Board of Directors shall authorize and define the powers and duties of all councils and committees, except as in these By-Laws. The Directors shall adopt policies and procedures, and shall make decisions necessary for conducting the business of the Chamber. The Directors shall fill all vacancies on the Board. They shall meet not-less-frequently than once a month at a regular time and place.

C. Election of Directors

1. At the regular August meeting of the Board of Directors each year, the Chairman of the Board shall appoint the previous five available Chairmen of the Board of Directors to serve as the Nominating Committee. From this committee, the Immediate Past Chairman of the Board shall serve as Chairman of the committee.

2. The Nominating Committee will be responsible for nominating candidates for Officers and Directors. Prior to the regular September meeting of the Board of Directors each year, the Nominating Committee shall present to the Chairman a slate of six candidates to serve two year terms, to replace the Directors whose regular terms are expiring, as well as candidates to fill any vacancies on the Board of Directors for any unexpired terms which may have been created. Each candidate must have agreed to accept the responsibilities of a Director. In addition, the Nominating Committee, shall also identify candidates for Officers from among the proposal list of Directors submitted to the Chairman. All candidates must be active members-in-good-standing. The following are the Officers for which the Nominating Committee will identify candidates: Chairman, Chairman-Elect, and Treasurer. Each Officer and Director nominated by the Nominating Committee must be approved by a majority of the Board of Directors.
3. Upon receipt of the report of the Nominating Committee and approval by the Board of Directors, the Executive Director shall immediately notify the membership by electronic means or direct mail of the names of persons nominated as candidates for Officers and Directors and the Right of Petition.
4. Additional candidates for Officers and Directors can be nominated by petition bearing the genuine signatures of at least five qualified members of the Chamber. Such petition shall be filed with the Nominating Committee within ten days after Notice has been give of the names of those nominated. The determination of the Nominating Committee as to the legality of the petition(s) shall be final.
5. If no petition is filed within the designated period, the nominations shall be closed. The nominated slate of candidates shall be declared elected by the Board of Directors. If a legal petition presents additional candidates, the names of all candidates shall be arranged on a ballot in alphabetical order with voting instructions. Identification shall be made on the ballot to identify those candidates nominated by the Nominating Committee. The Executive Director shall mail this ballot to all active members at least fifteen days before the regular October Board Meeting. The ballots shall be marked in accordance with instructions printed on the ballot and returned to the office of the Chamber within ten days. The Board of Directors shall declare candidates with the greatest number of votes as duly elected at their regular October Board Meeting.
6. The newly elected Directors shall be seated at the regular December Board of Directors Meeting and shall be participating members thereafter. Retiring Directors shall continue to serve until January 1st. The newly elected Officers shall assume the office to which they were elected effective January 1st, and shall serve for a term of one year or until their successor assumes the duties of office.

D. Meetings of the Board of Directors

1. A regular meeting shall be held on a date and time to be determined by each new Board of Directors.

   Unexcused absence from two consecutive regular Board meetings by any Director shall be considered as a resignation from the Board.

   The December Board Meeting will be a joint meeting of the old and new Boards, called to order and adjourned by the current Chairman.

2. A special Board meeting may be called at any time by the Chairman or by any three Directors, providing that an email, written communication, or phone call shall be issued to every Director, stating the meeting purpose. At least twelve hours will be given before any special meeting, except in emergency situations.

E. Quorum for the Board of Directors Meetings

A quorum at any meeting of the Board of Directors shall be a majority of the Board of Directors members. An absent Director, having been excused by the Chairman, may designate a Director to vote for him/her by providing him with a written proxy. Such proxy shall be included in the quorum count.

VII. Officers of the Chamber of Commerce

A Officers Election

The Nominating Committee shall determine nominees for Chairman, Vice Chairman/Chairman-Elect and Treasurer. Each of the said Officers must be members of the Board of Directors as outlined in Article VI(C). These selections will be submitted with the proposed slate of nominations after a vote by the Board of Directors at the regular September meeting.

The Board of Directors shall elect an Executive Director, whose compensation shall be Determined by the Personnel Committee.

The term of office for all Officers of the Chamber shall be for one year from the December Board meeting, but said Officers shall hold office until their successor have Been duly elected and qualified.

B. Duties of the Officers

The duties of the Officers shall be such as their titles, by general usage, would indicate, and such as are required by law, and also as may be assigned them by the Board of Directors from time to time.

1. Duties of the Chairman
   The Chairman:
   a. shall be the chief volunteer Officer of the Chamber.
   b. shall have general supervision of the affairs of the Corporation.
   c. shall provide supervision over the full-time Executive Director.
   d. shall preside at meetings of the Board and of the Chamber.
   e. shall appoint Chairmen of all councils/committees
   f.. shall sign all contracts and obligations of the Corporation, jointly with the Executive Director.
   g. shall countersign checks in the absence of the Treasurer.
   h. shall be Chairman of the Executive Committee.
   i. shall be an ex-officio member of all councils and committees of the Chamber.
   j. shall submit a Program of Work to members, upon request.
2. Duties of the Vice Chairman/Chairman-Elect
   The Vice Chairman/Chairman-Elect shall act in the absence of the Chairman in any of the above activities, be an ex-officio member of all councils/committees, and shall automatically be elected Chairman upon satisfactory completion of the year.
3. Duties of the Executive Director
   The Executive Director shall be the full-time Chief Executive Officer of the Chamber and shall:
   a. serve as the Secretary of the Corporation.
   b. conduct the official correspondence.
   c. preserve all books, documents and communications.
   d. prepare an annual budget for the Finance Committee.
   e. keep books of account.
   f.. provide monthly and annual financial reports.
   g. be limited to the spending of funds for their budgeted purpose, except for spending unbudgeted funds up to the amount of $500.00.
   h. maintain an accurate record of the proceedings of the Board of Directors and all councils or committees of the Chamber.
   i. hire, discharge, supervise all employees, fix their duties and compensation subject to approval of the Personnel Committee, according to policies set by the Board of Directors.
   j. provide supervision and direct action to accomplish the membership goals of the Board of Directors.
   k. assist in providing direction for the councils/committees of the Chamber, and evaluate the effectiveness of their mission.

4. Duties of the Treasurer
The Treasurer shall be the custodian of all funds and shall deposit, invest and disburse the same. The Treasurer shall be the Chairman of the Finance Committee, assist in preparing budgets, and provide written monthly and annual reports itemizing receipts and disbursements to each Director. Checks may be signed by any two of the Officers, but normally the Treasurer or Chairman should countersign all checks with the Executive Director. The Treasurer is an ex-officio member of all councils/committees of the Chamber.

VIII. Committees of the Chamber

A. Definitions
1. Committee – A committee of the Chamber shall be appointed to carry out the programs, objectives, and initiatives of the Chamber.

B. Appointment, Function, Authority
The Board of Directors shall authorize and define the powers and duties of all councils and committees, except those whose functions are set forth in these By-Laws. Subject to confirmation by the Board of Directors, the Chairman shall appoint all council/committee chairmen, except those councils/committees who elect Officers. Appointments shall be for a period not to exceed the term of the appointing Chairman.

Each committee so appointed shall enter into activities as may be delegated to it by the Board, make investigations, conduct hearings, and make recommendations to the Board of Directors. They may originate and report to the Board matters that they deem proper for its consideration. They shall report to the Board in writing.

No council, committee or sub-committee shall take any formal action, nor make public any resolution, or in any way commit the Chamber of Commerce on a question of policy, or on matters of general public interest.

Committees and task forces shall be appointed and discharged by the Chairman when their work has been completed and their reports accepted, or when the Board decides that their work is no longer needed.

In the event any committee chairman fails to discharge his/her assigned duties with reasonable promptness, such chairmen may be discharged by the Chairman, who shall report his action to the Board and appoint a new committee chairman.

The Chairman, Vice Chairman/Chairman-Elect, Treasurer, and Executive Director shall be ex-officio members of all committees and councils.

C. Quorum

At council/committee meetings, a majority of the members on roll shall constitute a quorum, except that when a council/committee is larger than nine members, then five shall constitute a quorum.

D . Standing Committees may include but are not limited to:

1. Governmental Affairs Committee
2. Leadership Griffin/Spalding Committee
3. Small Business Committee
4. Transportation Committee
5. Executive/Finance-Fundraising Committee
6. Military Affairs Committee
7. Ambassador Committee
8. National/International Relations Committee
9. Personnel Committee

E. Affiliate Organizations may include

1. Griffin Area Arts Alliance
2. Griffin Downtown Council
3. Griffin-Spalding Partners in Education
4. Griffin-Spalding United Way
5. Griffin Main Street
6. Griffin+Archways Partnersh8p
7. Griffin-Spalding Collaborative

F. Affiliate Organizations, Definitions

Affiliate organizations of the Chamber shall be those who meet one or more of the Following criteria:

1. Chamber serves as staff to the organization.
2. Chamber provides financial or other service to the organization.
3. Chamber is a sponsor or co-sponsor of the organization.
4. Chamber originated the organization.

G. Executive Committee

In the interim between meetings of the Board, the Executive Committee shall have charge of the business of the Chamber. The Executive Committee shall consist of: Chairman, Vice Chairman/Chairman-Elect, Treasurer, Immediate Past Chairman, and Executive Director. They shall meet as necessary on request of the Chairman. They shall have powers as delegated by the Board of Directors and shall serve at the Finance Committee and the Personnel Committee.

H. Finance Committee

The Finance Committee shall be chaired by the Treasurer, and shall include: Chairman, Vice Chairman/Chairman-Elect, Executive Director, and three Directors. It shall approve and recommend a budget at the beginning of the year, recommend rules and procedures governing the manner in which the funds are collected, disbursed and accounted for, and obtain a certified audit following the close of books for the year. Said audit shall be presented and explained to the Board of Directors, and be on file at the Chamber office, and be available during regular business hours to any member of the Chamber.

I. Ad Hoc Councils/Committees can be appointed by the Chairman as deemed necessary.

IX. Fiscal Year

The fiscal year of the Corporation shall be the calendar year.

X. Seal

The corporate seal of the Chamber shall consist of:

XI. Parliament Procedure

Robert's "Rules of Order" shall be the parliamentary guide for the Chamber, its Board of Directors, and all Councils and Committees, when not in specific conflict with the provisions of these By-Laws.

XII. Amendments

These By-Laws may be amended or repealed, or new By-Laws may be adopted by the vote of a majority of the members of this Chamber, or by a vote of a majority of a quorum at a meeting duly called, providing each notice of the proposed change shall have been mailed or emailed by the Executive Director to each member not less than ten days prior to such scheduled meeting.

XIII. Bonding and Liability Insurance

All employees and all officers of the Chamber shall be covered by surety bond in such amounts as the Board of Directors shall deem necessary, the cost of which shall be paid by the Chamber.

All Directors, Officers, and employees shall be covered by a liability insurance policy in such amounts as the Board of Directors shall deem necessary, the cost of which shall be paid by the Chamber.

XIV. Dissolution of the Corporation

The Chamber shall use its funds only to accomplish the objects and purposes specified in these By-Laws, and no part of said funds shall insure, or be distributed, to the members of the Chamber of Commerce. On dissolution of the Chamber, any funds remaining shall be distributed to one or more regularly organized and qualified charitable, educational, scientific, or philanthropic organizations to be selected by the Board of Directors.

THE END

AGENDA ITEM SUMMARY

ITEM SUMMARY:

Commissioners to appoint a Commissioner to the Downtown Development Authority for a term concurrent with his/her term of office to succeed Commissioner Holly Murray whose term expired 12/31/25.

SPECIAL CONSIDERATIONS OR CONCERNS:

Downtown Development Authority is governed by a board of seven directors. Citizen directors serve staggered terms. Commission appointee serves concurrent with his/her term of office. O.C.G.A. 36-42-4 and creating Resolution declare that term of a director who is also a member of the governing body of a municipal corporation will end when such director is no longer a member of the governing body of the municipal corporation. This Authority meets the 2nd Tuesday of each month at 8:15 a.m. at One Griffin Center.

STAFF RECOMMENDATION:

N/A

FINANCIAL IMPACT:

N/A

Submitted By:
Susan Bartholomew

Meeting Date:
13/01/2026

Reviewed By:
Jessica O'Connor

ATTACHMENTS:
DDA.pdf
DDA By-Laws 4.8.25.pdf

REVISED 12/16/96

CCSP121796A-6

No. 96 -

A RESOLUTION

A RESOLUTION OF THE BOARD OF COMMISSIONERS OF THE CITY OF GRIFFIN DECLARING THE PUBLIC NECESSITY OF PROMOTING AND DEVELOPING A STRONG CENTRAL BUSINESS DISTRICT FOR SAID CITY BY CREATING A CLIMATE FAVORABLE TO THE LOCATION OF NEW INDUSTRY, TRADE AND COMMERCE AND BY REVITALIZING EXISTING INDUSTRY, TRADE, COMMERCE AND ECONOMIC ACTIVITY WITHIN THE CENTRAL BUSINESS DISTRICT OF THE CITY OF GRIFFIN; PROMOTING EMPLOYMENT OPPORTUNITIES; ACTIVATING A DOWNTOWN DEVELOPMENT AUTHORITY AS AUTHORIZED BY TITLE 36, CHAPTER 42 OF THE OFFICIAL CODE OF GEORGIA ANNOTATED; DESIGNATING SUCH AUTHORITY AS A REDEVELOPMENT AGENCY FOR THE CITY; DESIGNATING THE BOUNDARIES OF THE DOWNTOWN DEVELOPMENT AREA; APPOINTING THOSE PERSONS WHO SHALL SERVE AS INITIAL DIRECTORS OF THE AUTHORITY AND ESTABLISHING THE TERMS THEREOF; ESTABLISHING AN EFFECTIVE DATE; AND FOR OTHER PURPOSES.

WHEREAS, the General Assembly has found the revitalization and redevelopment of the central business district of the municipal corporations of this State develop and promote for the public good and general welfare trade, commerce, industry, and employment opportunities and promote the general welfare of this State by creating a climate favorable to the location of new industry, trade, and commerce, and the development of existing industry, trade, and commerce within the municipal corporations of this State;

WHEREAS, it is in the public interest and is vital to the public welfare of the people of this State to revitalize and redevelop the central business districts of the municipal corporations of Georgia;

WHEREAS, the City of Griffin has a long-standing policy of promoting the vitality of its central business district as evidenced by the redevelopment and renewal projects financed by the Griffin Development Authority, the continuous participation of the City as one of Georgia's original Mainstreet cities; the employment of an active downtown manager, the promotional events of the Downtown Council which attract retail growth and highlight the City's historic and cultural heritage, and most recently by completion of several public works projects, including the Streetscaping of the City's main downtown streets; and

WHEREAS, Title 36, Chapter 42 of the Official Code of Georgia Annotated creates in and for each municipal corporation in the State of Georgia a public body corporate and politic to be known as a downtown development authority, governed by a board of directors, whose qualifications, powers and duties are set forth therein;

The boundaries of the downtown development area, within which the Authority shall exercise its powers, shall be as follows:

BEGINNING at a point formed by the intersection of Broad Street with Thirteenth Street., thence proceeding East along Broad Street to Ninth Street, thence proceeding North along Ninth Street to Broadway, thence East along Broadway to Eighth Street, thence North along Eighth Street to Chappell Street, thence East along Chappell Street to Sixth Street, thence South along Sixth Street to Broad Street, thence East along Broad Street to Third Street, thence South along Third Street to Solomon Street, thence West along Solomon to Fourth Street, thence South along Fourth Street to Taylor Street, thence East along Taylor Street to Third Street, thence South along Third Street to Poplar Street, thence West along Poplar Street to Fifth Street, thence South along Fifth Street to College Street; thence West along College Street to Hill Street, thence South along Hill Street to Oak Street, thence West along Oak Street to Ninth Street, thence North along Ninth Street to Poplar Street, thence West along Poplar Street to Thirteenth Street, thence North along Thirteenth Street to Broad Street, being the point of beginning. All streets used as boundaries for the district hereinabove described shall be public rights-of-way.

The Downtown Development Area shall also serve as the area of operation for the Authority when exercising powers delegated to it as a "redevelopment agency", pursuant to O.C.G.A. Title 36, Chapter 44.

As soon as feasible, on or after January 1, 1997, the initial board of directors of the Authority shall meet on such date, and at such time and location as specified by Director Raymond Head for the purpose of organizing itself. In addition to the powers granted to Downtown Development Authorities by O.C.G.A. Title 36, Chapter 42, the Authority shall be authorized to undertake a study of the feasibility of preparing a "redevelopment plan", as defined in O.C.G.A. 36-44-3, and report its findings and conclusions, in writing, to this body on or before August 1, 1997. It is not the intent of this body to delegate to the Authority any redevelopment powers, other than the exercise of such power as necessary to conduct such feasibility study, by this Resolution.

This Resolution, and the Authority herein activated, shall become effective on January 1, 1997.

§ 36-42-4. Creation of authorities; appointment and terms of directors; quorum There is created in and for each municipal corporation in this state a public body corporate and politic to be known as the downtown development authority of such municipal corporation, which shall consist of a board of seven directors. The governing body of the municipal corporation shall appoint two members of the first board of directors for a term of two years each, two for a term of four years each, and three for a term of six years each. The governing body of the municipal corporation may appoint one of its elected members as a member of the downtown development authority. After expiration of the initial terms, except for the director

who is also a member of the governing body of the municipal corporation, the terms of all directors shall be six years; provided, however, that the terms shall be four years for those directors appointed or reappointed on or after July 1, 1994. The term of a director who is also a member of the governing body of a municipal corporation shall end when such director is no longer a member of the governing body of the municipal corporation. If at the end of any term of office of any director a successor to such director has not been elected, the director whose term of office has expired shall continue to hold office until a successor is elected.

STATE OF GEORGIA,

COUNTY OF SPALDING

BYLAWS

OF

THE DOWNTOWN DEVELOPMENT AUTHORITY OF

THE CITY OF GRIFFIN, GEORGIA

Pursuant to the authority granted by O.C.G.A. §36-42-8(a)(19), the Board of Directors of the Downtown Development Authority of the City of Griffin, Georgia, hereby adopts the following:

ARTICLE ONE

DIRECTORS

1.01 The property, affairs and business of the Downtown Development Authority of the City of Griffin, Georgia shall be managed by its Directors consisting of seven persons appointed from time to time as provided by law. The qualifications of directors shall be as provided by law. Each director shall serve for the length of term for which appointed.

1.02 The directors shall have such powers, authority, and duties as is conferred upon them collectively as a board by the "Downtown Development Authorities Law", Ga. L. 1981, p. 1744, as from time to time amended, and such other power and authority as may exist under the Constitution and laws of the State of Georgia.

1.03 Directors shall conduct themselves in all matters, at all times, relating to conflicts of interest in strict accordance with O.C.G.A. Title 36, Chapter 62A.

ARTICLE TWO

MEETINGS

2.01 All meetings of the directors shall be held in the W. Elmer George Municipal Hall, One Griffin Center, 100 S. Hill Street, Griffin, Georgia, or at such other place within or without the City of Griffin as may be designated for the purpose from time to time by the Board of Directors. All meetings shall be noticed and held in accordance with the Georgia Open Meetings Law, O.C.G.A. §50-14-1, *et seq*.

2.02 Regular meetings shall be held at 8:15 on the second Tuesday of each month. If this day falls on a legal holiday, the meeting shall be held at the same time on the next following business day thereafter. A listing of the regular meeting dates for each calendar year shall be posted on the Official Bulletin Board at One Griffin Center, 100 South Hill Street, Griffin, Georgia, on or before January 1 of each calendar year, with a duplicate copy posted on the City of Griffin's website; a copy shall be furnished, upon request, to any member of the public and news media. Agendas for regular meetings, stating the business to be transacted, shall be emailed to local news media and those persons requesting notice, with a copy posted on the City of Griffin's website, not less than 48 hours before the meeting time; provided, however, agendas may be amended up to the time the meeting commences.

2.03 Called meetings may be held upon the call of the Chairman, or any two directors, at such time and at such place within the City of Griffin as may be specified in the notice of such meeting. Written notice stating the place, day and hour of a called meeting, and the Agenda for the meeting stating the business to be transacted, shall be posted not less than 24 hours before the meeting time at One Griffin Center, and a copy thereof transmitted in person or by email to each director; provided, however, the agenda for a called meeting may not be amended except in an emergency. In addition, email notice shall be provided to the Griffin Daily News, being the legal organ of Spalding County, at least 24 hours before the scheduled meeting time. Only the business whose nature and subject is identified in the notice may be discussed, considered or acted upon in a called meeting.

2.04 Emergency meetings may be called and conducted in accordance with the Georgia Open Meetings Law.

2.05 The gathering of a majority of the directors shall constitute a "meeting" and a quorum for the transaction of business. The act of a majority of those directors present at a meeting at which a quorum is in attendance shall be deemed the act of the Authority and binding thereon.

2.06 Except as otherwise required by law, Rosenberg's Rules of Order shall govern all parliamentary procedures and the conduct of meetings. All meetings shall be noticed, conducted and minutes prepared and recorded in accordance with the Georgia Open Meetings Law.

ARTICLE THREE

OFFICERS

3.01 The officers of the Authority's Board of Directors shall consist of a Chairman and Vice-Chairman; all officers shall be directors of the Authority. The Executive Director of the Authority, who shall be an employee of the City of Griffin, shall serve as Secretary of the Authority and also perform the duties of the organization's financial officer.

3.02 At its organizational meeting, the directors shall elect officers; thereafter, officers shall be elected by the board of directors at its regular January meeting in each odd-numbered year. The term of officers shall be two-years; provided, however, officers shall serve until their successors are duly elected. Any officer may succeed himself or herself to the office held.

3.03 A vacancy in office because of death, resignation, removal for cause, disqualification or otherwise, shall be filled by the Board of City Commissioners for the remainder of the director's term. Resignations shall be submitted to the Chairman and effective upon acceptance by the board of directors.

3.04 Duties and responsibilities of the various officers shall be provided from time to time by resolution of the board of directors. In the absence of such provisions, respective officers shall have the powers and shall discharge the duties normally and customarily attendant to such offices. The Secretary shall attend all meetings of the directors for the purpose of recording the minutes of proceedings, but shall not have any powers, rights and duties of a director.

ARTICLE FOUR

FISCAL YEAR

4.01 For accounting purposes only, the fiscal year of the Authority shall commence on July 1st and end on the following June 30th. The Executive Director shall cause an annual audit of the books and records of the Authority to be made by the same accounting firm that audits the City's financial records, and present such audit to the directors of the Authority and Board of City Commissioners. A copy of the audit shall be filed with the State Auditor, as required by law, to comply with the Local Government Financial Management Standards Act.

ARTICLE FIVE

CORPORATE SEAL

5.01 The corporate seal of the Authority shall consist of an impression bearing the name "Downtown Development Authority of the City of Griffin, Georgia" and the year "1997", designating the year of first activation of the Authority. In the center thereof shall be the word "SEAL".

ARTICLE SIX

EXECUTION AND DEPOSITORIES

6.01 All official writings, including contracts entered into as the act of the Authority, shall be executed by the Chairman or Vice-Chairman, attested by the Secretary, and have the seal of the Authority impressed thereon. All contracts, to be valid and enforceable, shall be in writing and a fully executed copy thereof spread upon the Minutes of the meeting wherein approved.

6.02 All contracts, checks, drafts, bonds and similar instruments drawn against the Authority shall be signed by the Chairman or Vice-Chairman and countersigned by the Secretary. In the Secretary's absence or disability, any other director designated by the Chairman shall perform the duties of the Secretary, including countersigning of checks. All officers and employees of the Authority empowered to sign and negotiate financial instruments, hold funds or collect revenues of, for and on behalf of the Authority shall, on or before entering on the duties or their office or employment, post bond with good security for the faithful performance of their duties, including

faithful accounting for all moneys and properties of the Authority coming into their hands. Such bond shall be returnable to the Mayor of the City of Griffin, in such amount as designated from time to time by the Board of Commissioners, which amount shall not be less than $5,000.00. In lieu thereof, officers who are to be bonded may be covered by a Blanket Fidelity Bond issued to the City of Griffin by the Georgia Interlocal Risk Management Agency.

6.03 The Authority from time to time may provide by resolution or resolutions for the establishment of depositories for funds of the Authority, which shall be deemed "public funds", and such depositories shall give security as provided in O.C.G.A. Section 45-8-12 to the Authority. Every officer or employee of the Authority holding or collecting funds of the Authority shall promptly deposit the same in the designated depository.

6.04 The Authority, by resolution as from time to time amended, may establish levels of authority and procedures under which the Chairman or Vice-Chairman may issue checks, drafts, or notes on funds of the Authority.

ARTICLE SEVEN

AMENDMENT OF BYLAWS

7.01 The power to make, amend, alter or repeal these bylaws is vested in the board of directors. Proposed amendments shall be submitted, in writing, to all directors at least 10 days before the meeting at which such amendment is to be considered. Such proposed amendment shall be delivered in person, via email or by statutory overnight delivery. If such proposed amendment is delivered by the statutory overnight delivery, it shall be deemed delivered when deposited with the delivery service with fees prepaid.

Adopted in a duly noticed and convened regular meeting, this 8TH day of April, 2025.

DOWNTOWN DEVELOPMENT AUTHORITY
OF THE CITY OF GRIFFIN, GEORGIA

By: Bruce Ballard

Bruce Ballard, Chairman

Attest: Jeremy Stratton
Secretary

(SEAL)

AGENDA ITEM SUMMARY

ITEM SUMMARY:

Commissioners to appoint a Commissioner to the Griffin Environmental Council (GEC) for term set to expire 12/31/26 to succeed Mayor Doug Hollberg whose term expired 12/31/25.

SPECIAL CONSIDERATIONS OR CONCERNS:

On May 14, 2024, the City of Griffin Board of Commissioners approved, on second reading, an amendment to the Griffin Environmental Council Ordinance adding the appointment of an additional member and a commissioner to the membership of the GEC. The member term will be three years, and the commissioner term will be one year.

STAFF RECOMMENDATION:

N/A

FINANCIAL IMPACT:

N/A

Submitted By:
Susan Bartholomew

Meeting Date:
13/01/2026

Reviewed By:
Jessica O'Connor

ATTACHMENTS:
UPDATED Enviro Council ORD.pdf

Chapter 42 ENVIRONMENT[1]

ARTICLE I. IN GENERAL

Sec. 42-1. Environmental council; established.

The environmental council (hereafter called the "council") is established to act as a volunteer citizen body charged with advising the board of commissioners on policies and procedures that the city may pursue to protect and preserve Griffin's natural resources for future generations.

As a full-service city providing water, sanitation, and electricity, the City of Griffin is well-placed to promote good stewardship of our land, air, water, and energy resources through the pursuit of environmentally sustainable development. The city recognizes that the challenges of sustainable urban development are many and multi-faceted. To meet these challenges successfully the city must draw on its most important resource—the diverse knowledge and skill sets of its citizens.

(Ord. No. 13-07, § 1, 5-28-2013; Ord. No. 24-02, § 1, 5-14-2024)

Sec. 42-2. Environmental council; duties and responsibilities.

The council will be charged with the following responsibilities and shall:

(1) Provide the board of commissioners with recommendations on policies and procedures that the city can pursue to preserve and protect Griffin's natural resources for future generations;

(2) Provide the public a means to bring forward ideas that promote environmental sustainability within the City of Griffin;

(3) Facilitate public participation in the setting of goals and benchmarks for the city in its efforts to be a good steward of its environment and natural resources;

(4) Assist city staff with identifying and working with stakeholder groups in furthering programs that promote environmental sustainability;

(5) Assist city staff with public education and outreach activities that promote environmental sustainability;

(6) Provide recommendations for internal program evaluation and reporting, and assist city staff in periodically reporting to the board of commissioners on program effectiveness;

(7) Recommend administrative guidelines for tree conservation and planting within the city.

(Ord. No. 13-07, § 1, 5-28-2013; Ord. No. 24-02, § 1, 5-14-2024)

[1]Cross reference(s)—Aviation, ch. 18; buildings and building regulations, ch. 22; floods, ch. 50; littering, § 58-11; health and sanitation, ch. 54; parks and recreation, ch. 62; planning, ch. 66; solid waste, ch. 74; streets, sidewalks and other public places, ch. 78; utilities, ch. 94; vegetation, ch. 98.

Sec. 42-3. Environmental council; organization.

(a) The council shall consist of nine members, including one commissioner, appointed by the board of commissioners. Appointees shall be 18 years of age or greater, a resident of Spalding County, and persons who have demonstrated a knowledge of or strong interest in environmental protection. Initial appointments to the council shall be three members to serve a one-year term, three members to serve a two-year term, and one member to serve a three-year term. Thereafter, each member shall serve a three-year term, with the exception of the commissioner member who shall serve a one-year term. Members may be reappointed to succeed themselves.

(b) The council shall elect one member, excluding the commissioner member, to serve as chair and one member to serve as vice-chair; the council may also create and fill such committees as it may deem necessary, and appoint the committee chair. The term of the chair and vice chair shall be one year, with eligibility for re-election to succeeding terms. The City Manager, or his or her designee, shall serve as secretary.

(c) The environmental council shall establish and post a regular monthly meeting schedule to be conducted in accordance with the Georgia Open Meetings Law. Called meetings may occur more frequently, if noticed in the manner provided by law. All council meetings shall be open to the public, and reasonable notice of the time, place, and location of meetings, together with an agenda of intended business and action items, thereof shall be noticed in accordance with City of Griffin policies and state law. The secretary shall keep minutes of all meetings, in accordance with Georgia Open Meetings Law. A quorum of the council shall consist of a majority of its members. The vote of a simple majority of a quorum shall be necessary to take any official council action.

(d) Any member of the council who misses either (i) three consecutive meetings or (ii) four meetings within a calendar year shall be replaced by the board of commissioners. Absence due to sickness, death of a family member or close friend, or other emergencies of like nature may be recognized as excused absences and shall not affect the member's status on the council. Members shall attend a minimum of one environmental council special event annually and any member who fails to do so shall be replaced by the board of commissioners.

(e) A public comment period shall be allowed at each meeting to allow citizens the opportunity to be heard regarding environmental issues and concerns. The method, timing and duration of such public comment period shall be determined by the council, but the standards and procedures shall be consistent across all meetings. The council may conduct its business once the public comment period is closed.

(Ord. No. 13-07, § 1, 5-28-2013; Ord. No. 21-03, § 1, 3-23-2021; Ord. No. 24-02, § 1, 5-14-2024)

Secs. 42-4—42-29. Reserved.

ARTICLE II. NUISANCES[2]

[2]Ord. No. 25-008, § 1, adopted August 26, 2025, amended Art. II in its entirety to read as herein set out. Former Art. II, §§ 42-31—42-35, pertained to similar subject matter, and derived from Ord. No. 02-02, § 1, adopted Feb. 12, 2002.

State law reference(s)—Nuisances, O.C.G.A. § 41-1-1 et seq.; sale of muffler which causes excessive noise prohibited, O.C.G.A. § 40-8-71(c).

Sec. 42-30. Definitions.

[The following words, terms and phrases, when used in this article, shall have the meanings ascribed to them in this section, except where the context clearly indicates a different meaning:]

Interested party means:

(1) The "owner";

(2) Persons in possession of said property and premises;

(3) Those parties having an interest in the property as revealed by a certification of title to the property conducted in accordance with the title standards of the State Bar of Georgia;

(4) Those parties having filed a notice in accordance with O.C.G.A. § 48-3-9; and

(5) Any other party having an interest in the property who identity and address are reasonably ascertainable from the records of the municipality or records maintained in the county courthouse or by the clerk of court; provided however, interested party shall not include the holder of the benefit or burden of any easement or right of way whose interest is properly recorded which interest shall remain unaffected.

Owner means the holder of title in fee simple and every mortgagee of record.

Public authority means any member of the governing authority, any director of a public housing authority, or any officer who is in charge of any department or branch of government (municipal, county, state) relating to health, fire, life safety, building regulations, or to other activities concerning dwellings, buildings, or structures, or use or condition of private property within the city.

Public officer means the city manager, who is authorized to exercise the powers prescribed by article, and any officer or employee of the city to whom they delegate such authority.

Resident means any person residing in the jurisdiction where the property is locate don or after the date on which the alleged nuisance arose.

(Ord. No. 25-008, § 1, 8-26-2025)

Sec. 42-31. Public nuisances.

(a) Any activity, conduct or occurrence of a continuing or reoccurring nature which tends to the immediate annoyance of the public in general, is manifestly injurious to the public health or safety, or tends greatly to corrupt the manners and morals of the public shall be deemed a public nuisance and abated by order of the municipal court.

(b) Any activity, conduct or occurrence within the city which constitutes an endangerment to the environment, public health, or safety as a result of its creation or maintenance or which has been declared a public nuisance by other provisions of this Code shall be abated by order of the municipal court unless otherwise provided by this Code.

(c) The city attorney, or their designee, may file a complaint in municipal court on behalf of the public against an event promoter or organizer for any event that is not properly permitted by the city and results in a public nuisance by impeding travel by police, fire service, emergency medical services personnel, other public safety personnel, or employees or officials of local, state, or federal governments acting in their official capacities to recover from the public all expenses incurred by the city associated with public safety, including but not limited to, costs and fees for provision of traffic control, supplemental law enforcement, fire suppression services, emergency medical technician or paramedic services, and sanitation services.

(d) Proceedings relating to unfit buildings or structures or uses of private property in violation of applicable construction codes shall be brought under Article IV of Chapter 22 of this Code.

(Ord. No. 25-008, § 1, 8-26-2025)

Sec. 42-32. Jurisdiction.

The municipal court of the city shall have jurisdiction to try issues concerning the existence and abatement of public nuisances existing or occurring within the limits of the city upon filing of a petition by the city. Private citizens may not generally seek to have a public nuisance abated; however, a public nuisance may be abated upon filing of a petition by any private citizen specially injured.

(Ord. No. 25-008, § 1, 8-26-2025)

Sec. 42-33. Petition; service of process.

(a) Where the city alleges a public nuisance involving a condition or activity existing upon a specific private property, a public officer may file a petition in rem in the municipal court of the city against the lot, tract, or parcel of real property on which such condition or activity occurs or where such public health hazard or general nuisance exists and shall cause summons and a copy of the petition to be served on the interested parties of such property. The petition shall identify the subject real property by appropriate street address and official tax map reference; identify the interested parties; state with particularity the factual basis for the action, including but not limited to, facts showing the existence, location, and duration or frequency of reoccurrence of the condition or activity; and contain a statement of the action sought by the public officer to abate the alleged nuisance. The summons shall notify the interested parties that a hearing will be held before the municipal court at a date and time certain and at a place within the municipality where the property is located. Such hearing shall be held not less than 15 days nor more than 45 days after the filing of said complaint in the proper court. The interested parties shall have the right to file an answer to the petition and to appear in person or by attorney and offer testimony at the time and place fixed for hearing.

(1) Summons and copies of the petition shall be served in the following manner:

(i) A copy of the petition and summons shall be conspicuously posted on the subject property within three business days of filing of the petition and at least 14 days prior to the date of the hearing;

(ii) At least 14 days prior to the date of the hearing, the public officer shall mail copies of the complaint and summons by certified mail or statutory overnight delivery, return receipt requested, to all interested parties whose identities and addresses are readily ascertainable. If the property is occupied, copies of the complaint and summons shall also be mailed by first-class mail to the property address to the attention of the occupants;

(iii) For interested parties whose mailing address is unknown, a notice stating the date, time, and place of the hearing shall be published in the newspaper in which the sheriff's advertisements appear in such county once a week for two consecutive weeks prior to the hearing;

(iv) The petitioner shall cause notice of the filing of the petition, together with date, time and place of hearing, to be served upon the tax commissioner of the county; and

(v) A notice of lis pendens shall be filed in the office of the clerk of superior court in which the property is located at the time of the filing of the petition in municipal court.

(2) The public officer shall cause an affidavit of service to be filed of record in the municipal court prior to the hearing showing compliance with the service requirements of this section. Such affidavit shall

constitute a prima facie showing of minimum procedural due process and shall constitute sufficient proof that service was perfected.

(3) Orders and other filings made subsequent to service of the initial petition shall be served in the manner provided in this subsection on every interested party who answers the petition or appears at the hearing. Any interested party who fails to answer or appear at the hearing shall be deemed to have waived all further notice in the proceedings.

(b) Where the city alleges a public nuisance involving a condition or activity by person(s) on public or private property or where a private person alleges a public nuisance involving a condition or activity existing on private property, a petition may be filed in municipal court naming as respondent(s) the person or persons allegedly responsible for the maintenance of the public nuisance. Where the alleged nuisance involves a condition or activity existing on private property, the owner(s) of such property, and any interested party thereto, shall also be named as respondent. The petition shall plead with specificity all facts necessary to show the existence and location of the alleged public nuisance, its duration or frequency of reoccurrence, and, when brought by a private person, the special injuries suffered by the private person(s). The petition shall be verified by the person or persons in whose name it is brought, or, if brought on behalf of the city, by the city manager.

(1) Summons and a copy of the petition shall be served as follows:

(i) For interested parties whose address is known:

A. Residents of Spalding County shall be personally served. Service shall be perfected at least ten days prior to the date of the hearing. Personal service under this article may be made by any law enforcement officer of the city or the county, or any citizen over the age of 18 years specially appointed by the judge of the municipal court, and an affidavit of return of service shall be executed by such person and filed with the clerk of the municipal court prior to the date of hearing.

B. Parties outside of Spalding County shall be served by certified mail or statutory overnight delivery, return receipt requested, mailed at least 14 days prior to the date of the hearing.

(ii) For interested parties whose mailing address is unknown, a notice stating the date, time, and place of the hearing shall be published in the newspaper in which sheriff's advertisements appear once a week for two consecutive weeks prior to the hearing.

(iii) In the event the party is a minor, estate, or incompetent person, the guardian or personal representative of such person shall be served. If such person has no guardian or personal representative, service shall be perfected upon the probate judge of the county who shall appoint a guardian ad litem for such person.

(iv) The petitioner shall cause notice of the filing of the petition, together with date, time and place of hearing, to be served upon the tax commissioner of the county;

(2) The petitioner shall file an affidavit of service of record in the municipal court prior to the hearing showing compliance with the service requirements of this section. Such affidavit shall constitute a prima facie showing of minimum procedural due process and shall constitute sufficient proof that service was perfected.

(3) Orders and other filings made subsequent to service of the initial petition shall be served in the manner provided in this subsection on every interested party who answers the petition or appears at the hearing. Any interested party who fails to answer or appear at the hearing shall be deemed to have waived all further notice in the proceedings.

(Ord. No. 25-008, § 1, 8-26-2025)

Sec. 42-34. Trial procedure; appeal.

(a) The burden at trial shall be upon the petitioner to prove the existence of a public nuisance by a preponderance of the evidence. A written finding by any governmental officer, environmental enforcement officer, public health officer, fire inspector, life safety inspector, or building inspector, based upon physical inspection, that real property or a structure or condition existing upon real property is a health, safety, or environmental hazard shall constitute prima-facie evidence that such property, structure, or condition constitutes a public nuisance.

(b) If, after such notice and hearing, the court determines that the activity or condition constitutes a public nuisance, the court shall state, in writing, findings of fact in support of such determination, including defining with particularity the condition or occurrence found to constitute the nuisance, and shall issue and cause to be served upon the interested parties that have answered the petition or appeared at the hearing an order of abatement providing specifically for its cessation or removal within a reasonable period of time by the owner of the property and/or the person responsible for maintaining the nuisance, as applicable. Income and financial status of the owner shall not be a factor in the court's determination.

(c) Proceedings to abate a public nuisance under this article are an action at law and shall not require the intervention of equity. The question of whether or not a public nuisance exists is neither criminal or quasi-criminal in nature and therefore the court shall not impose a fine as a condition of its order to abate the existence or continuance of the nuisance; provided, however, the municipal court is empowered to enforce its judgements by contempt which may entail a fine, imprisonment, or a combination thereof.

(d) In an action filed by the city pursuant to section 42-33(a) of this Code, if the owner fails to comply with an order to cease, remove, or otherwise abate the nuisance, the public officer may cause such condition to be removed or otherwise abated for a period of 270 days following the expiration of time specified in the order for abatement by the owner. Any time during which such action is prohibited by a court order issued pursuant to subsection (c) of this section or any equitable relief granted by a court of competent jurisdiction shall not be counted toward the 270 days in which such abatement action shall commence.

    (1) If the public officer must remove material, vehicles, or other goods/items from the property to abate the nuisance, the public officer and governing authority are relieved of any and all liability resulting from or occasioned by the removal or disposal of such materials, including, without limitation, defects in such salvaged materials.

    (2) The amount of costs to abate the nuisance, including all court costs, expert witness fees, administrative costs incurred by the tax commissioner or other government entity, ongoing costs to remove or cease the nuisance condition or activity, and all other costs necessarily associated with the abatement action shall be a lien against the real property upon which such cost was incurred.

    (3) The lien provided for in subsection (2) shall attach to the real property upon the filing of a certified copy of the order requiring abatement in the office of the Clerk of Superior Court in Spalding County and shall relate back to the date of the filing of the lis pendens notice required under section 42-33(a)(1)(iv). The clerk of superior court shall record and index such certified copy of the order in the deed records of the county and enter the lien on the general execution docket. The lien shall be superior to all other liens on the property, except liens for taxes to which the lien shall be inferior, and shall continue in force until paid. After filing a certified copy of the order with the clerk of superior court, the public officer shall, within 90 days of any effort to abate the nuisance pursuant to the order, forward a copy of the order and a final statement of costs to the county tax commissioner.

    (4) It shall be the duty of the county tax commissioner to collect the amount of the lien in conjunction with the collection of ad valorem taxes on the property and to collect the amount of the lien as if it were a real property ad valorem tax, using all methods available for collecting real property ad valorem taxes,

including specifically O.C.G.A. § 48-4-5; provided, however, that the limitation of O.C.G.A. § 48-4-78 which requires 12 months delinquency before commencing a tax foreclosure shall not apply; provided further that redemption of property from the lien may be made in accordance with the provisions of O.C.G.A. §§ 48-4-80 and 48-4-81. The tax commissioner may initiate enforcement of liens imposed under this section at any time following receipt of the final determination of costs from the public officer. The unpaid lien amount shall bear interest and penalties from and after the date of final determination of costs in the same amount as applicable to interest and penalties on unpaid real property ad valorem taxes.

(5) The tax commissioner shall remit the amount collected to the governing authority of the municipality whose ordinance is being enforced. The tax commissioner may retain an amount equal to the cost of administering collection of the lien; provided, however, the tax commissioner shall notify the city of administrative costs so they may be recovered as part of the costs of abatement and calculated as part of the overall lien amount to be paid. Any such amount collected and retained for administration shall be deposited in the general fund of the county to pay the cost of administering the lien.

(6) The governing authority may waive and release any such lien imposed on property upon the owner of such property entering into an agreement with the city establishing a timetable for cessation, removal, and/or abatement of the nuisance and demonstrating the financial means to accomplish this abatement.

(e) Any final judgment entered by the municipal court under this article is subject to appeal by petition for review filed in the Superior Court of Spalding County within 30 days of the service of said order.

(f) Proceedings under this article cannot be brought for the recovery of money damages; however, upon appropriate findings, the court may order payment of restitution for special injuries proved. Costs of the proceedings shall be imposed upon the respondent(s) in all cases wherein the court finds the respondent responsible for the maintenance of a public nuisance, unless otherwise provided by this article.

(Ord. No. 25-008, § 1, 8-26-2025)

Sec. 42-35. Causes of action; examples of public nuisances.

Conditions or activities occurring on private property that may constitute public nuisances may include, but are not limited to, the following:

(a) Dwellings, buildings or structures which due to dilapidation, age or obsolescence have defects which increase the hazards of fire, accidents, or other calamities; which lack adequate ventilation, light, or sanitary facilities; or where other conditions exist rendering such dwellings, buildings, or structures unsafe or unsanitary;

(b) Real property on which there has been allowed to accumulate weeds, trash, junk, filth, and other unsanitary or unsafe conditions inimical to the health, safety, and welfare of its residents and occupants of adjoining properties;

(c) Real property on which an activity, land use, or condition in violation of applicable laws and ordinances, including the code of ordinances and zoning ordinance of the city, is regularly or repeatedly conducted or maintained;

(d) Any building, structure, or place used for the purpose of lewdness, prostitution, sodomy or other unlawful sexual purposes;

(e) Real property on which any person keeps and maintains, either by himself or others, a common, ill-governed and disorderly house, encouraging gaming, drinking, illicit drug activity, or other misbehavior

to the common disturbance of the neighborhood or orderly citizens after notice of the general, customary habits of the house is provided to the owner or person in possession thereof; and

(f) Any dwelling, building, or structure that is vacant and unsecured so as to allow unauthorized use or entry; and

(g) Any discharge of pollutants (whether air or water borne) off the real property on which the discharge originates, except pursuant to a NPDES permit and discharges resulting from fire suppression activities. For purposes of this section, "pollutants" shall include but not be limited to: soils, solid wastes, sewage, chemicals, pesticides and fertilizers (except when applied in accordance with generally accepted agricultural practices), sludge, biological materials, radioactive materials, scrap or discarded equipment, or other industrial, municipal and agricultural waste.

(Ord. No. 25-008, § 1, 8-26-2025)

Secs. 42-36—42-60. Reserved.

ARTICLE III. SOIL EROSION, SEDIMENTATION AND POLLUTION CONTROL[3]

Sec. 42-61. Title.

This article will be known as the City of Griffin Soil Erosion and Sediment Control Ordinance.

(Ord. No. 17-17, § 1, 11-28-2017)

Sec. 42-62. Definitions.

The following definitions shall apply in the interpretation and enforcement of this article, unless otherwise specifically stated:

Best Management Practices (BMP's) means sound conservation and engineering practices to prevent and minimize erosion and resultant sedimentation, which are consistent with, and no less stringent than, those practices contained in the "Manual for Erosion and Sediment Control in Georgia", published by the commission as of January 1 of the year in which the land-disturbing activity was permitted.

Board means the board of natural resources.

Buffer means the area of land immediately adjacent to the banks of state waters in its natural state of vegetation, which facilitates the protection of water quality and aquatic habitat.

Certified personnel means a person who has successfully completed the appropriate certification course approved by the Georgia Soil and Water Conservation Commission.

Coastal marshlands means the same as defined in O.C.G.A. § 12-5-282.

[3]Editor's note(s)—Ord. No. Ord. No. 17-17, § 1, adopted Nov. 28, 2017, repealed the former Art. III, §§ 42-61—42-69, and enacted a new Art. III as set out herein. The former Art. III pertained to similar subject matter and derived from Ord. No. 16-13, § 1, adopted August 23, 2016.

State law reference(s)—Erosion and Sedimentation Act of 1975, O.C.G.A. § 12-7-1 et seq.; Georgia Surface Mining Act of 1968, O.C.G.A. § 12-4-70 et seq.

Commission means the Georgia Soil and Water Conservation Commission (GSWCC).

CPESC means a certified professional in erosion and sediment control with current certification by EnviroCert, Inc., which is also referred to as CPESC or CPESC, Inc.

Cut means a portion of land surface or area from which earth has been removed or will be removed by excavation; the depth below original ground surface to excavated surface. Also known as excavation.

Department means the Georgia Department of Natural Resources ("DNR").

Design professional means a professional licensed by the State of Georgia in the field of: engineering, architecture, landscape architecture, forestry, geology, or land surveying; or a person that is a certified professional in erosion and sediment control (CPESC) with current certification by EnviroCert, Inc. Design Professionals shall practice in a manner that complies with applicable Georgia law governing professional licensure.

Director means the director of the environmental protection division or an authorized representative.

District means the Towaliga Soil and Water Conservation District.

Division means the Environmental Protection Division of the Department of Natural Resources (EPD).

Drainage structure means a device composed of a virtually nonerodible material such as concrete, steel, plastic, or other such material that conveys water from one place to another by intercepting the flow and carrying it to a release point for storm water management, drainage control, or flood control purposes.

Ephemeral stream means a stream that under normal circumstances has water flowing only during and for a short duration after precipitation events; that has its channel located above the groundwater table year round; for which groundwater is not a source of water; and for which runoff from precipitation is the primary source of water flow.

Erosion means the process by which land surface is worn away by the action of wind, water, ice, or gravity.

Erosion, sediment and pollution control plan means a plan required by the Erosion and Sedimentation Act, O.C.G.A. Title 12, Chapter 7, that includes, as a minimum, protections at least as stringent as the state general permit, best management practices, and requirements in section 42-63(c) of this article.

Fill means a portion of land surface to which soil or other solid material has been added; the depth above the original ground surface or an excavation.

Final stabilization means all soil disturbing activities at the site have been completed, and that for unpaved areas and areas not covered by permanent structures and areas located outside the waste disposal limits of a landfill cell that has been certified by EPD for waste disposal, 100 percent of the soil surface is uniformly covered in permanent vegetation with a density of 70 percent or greater, or landscaped according to the plan (uniformly covered with landscaping materials in planned landscaped areas), or equivalent permanent stabilization measures as defined in the manual (excluding a crop of annual vegetation and a seeding of target crop perennials appropriate for the region). Final stabilization applies to each phase of construction.

Finished grade means the final elevation and contour of the ground after cutting or filling and conforming to the proposed design.

Grading means altering the shape of ground surfaces to a predetermined condition; this includes stripping, cutting, filling, stockpiling and shaping or any combination thereof and shall include the land in its cut or filled condition.

Ground elevation means the original elevation of the ground surface prior to cutting or filling.

Land-disturbing activity means any activity which may result in soil erosion from water or wind and the movement of sediments into state water or onto lands within the state, including, but not limited to, clearing,

dredging, grading, excavating, transporting, and filling of land but not including agricultural practices as described in paragraph (5) of O.C.G.A. § 12-7-17.

Larger common plan of development or *sale* means a contiguous area where multiple separate and distinct construction activities are occurring under one plan of development or sale. For purposes of this paragraph, "plan" means an announcement; piece of documentation such as a sign, public notice or hearing, sales pitch, advertisement, drawing, permit application, zoning request, or computer design; or physical demarcation such as boundary signs, lot stakes, or surveyor markings, indicating that construction activities may occur on a specific plot.

Local issuing authority means the City of Griffin, Georgia, which is certified pursuant to subsection (a) of O.C.G.A. § 12-7-8.

Maintenance means actions necessary or appropriate for retaining or restoring a currently serviceable improvement to the specified operable condition to achieve its maximum useful life. Maintenance includes emergency reconstruction of recently damaged parts of a currently serviceable structure so long as it occurs within a reasonable time after damage occurs. Maintenance does not include any modification that changes the character, scope or size of the original design.

Major buffer impact means any impact that does not meet the definition of a "minor buffer impact."

Minor buffer impact means an impact that upon completion yields no additional above ground, man-made materials or structures within the buffer, maintains the original grade, and results in less than 5,000 square feet of buffer impacts per stream crossing and/or less than 5,000 square feet of buffer impacts per individual area of encroachment for each project.

Metropolitan River Protection Act (MRPA) means a state law referenced as O.C.G.A. § 12-5-440, et seq., which addresses environmental and developmental matters in certain metropolitan river corridors and their drainage basins.

Natural ground surface means the ground surface in its original state before any grading, excavation or filling.

Nephelometric turbidy units (NTU) means numerical units of measure based upon photometric analytical techniques for measuring the light scattered by finely divided particles of a substance in suspension. This technique is used to estimate the extent of turbidity in water in which colloidally dispersed particles are present.

Notice of intent (NOI) means a notice of intent form provided by EPD for coverage under the state general permit.

Notice of termination (NOT) means a notice of termination form provided by EPD to terminate coverage under the state general permit.

Operator means the party or parties that have:

(1) Operational control of construction project plans and specifications, including the ability to make modifications to those plans and specifications; or

(2) Day-to-day operational control of those activities that are necessary to ensure compliance with a stormwater pollution prevention plan for the site or other permit conditions, such as a person authorized to direct workers at a site to carry out activities required by the stormwater pollution prevention plan or to comply with other permit conditions.

Outfall means the location where storm water in a discernible, confined and discrete conveyance, leaves a facility or site or, if there is a receiving water on site, becomes a point source discharging into that receiving water.

Permit means the authorization necessary to conduct a land-disturbing activity under the provisions of this article.

Person means any individual, partnership, firm, association, joint venture, public or private corporation, trust, estate, commission, board, public or private institution, utility, cooperative, state agency, municipality or other political subdivision of this state, any interstate body, or any other legal entity.

Phase or *phased* means subparts or segments of construction projects where the subpart or segment is constructed and stabilized prior to completing construction activities on the entire construction site.

Project means the entire proposed development project regardless of the size of the area of land to be disturbed.

Properly designed means designed in accordance with the design requirements and specifications contained in the "Manual for Erosion and Sediment Control in Georgia" (manual), published by the Georgia Soil and Water Conservation Commission as of January 1 of the year in which the land-disturbing activity was permitted and amendments to the manual as approved by the commission up until the date of NOI submittal.

Roadway drainage structure means a device, such as a bridge, culvert, or ditch, composed of a virtually nonerodible material such as concrete, steel, plastic, or other such material that conveys water under a roadway by intercepting the flow on one side of a traveled way consisting of one or more defined lanes, with or without shoulder areas, and carrying water to a release point on the other side.

Sediment means solid material, both organic and inorganic, that is in suspension, is being transported, or has been moved from its site of origin by air, water, ice, or gravity as a product of erosion

Sedimentation means the process by which eroded material is transported and deposited by the action of water, wind, ice, or gravity.

Soil and water conservation district approved plan means an erosion and sediment control plan approved in writing by Towaliga Soil and Water Conservation District.

Stabilization means the process of establishing an enduring soil cover of vegetation by the installation of temporary or permanent structures for the purpose of reducing to a minimum the erosion process and the resultant transport of sediment by wind, water, ice, or gravity.

State general permit means the National Pollution Discharge Elimination System general permit or permits for storm-water runoff from construction activities as is now in effect or as may be amended or reissued in the future pursuant to the state's authority to implement the same through federal delegation under the Federal Water Pollution Control Act, as amended, 33 U.S.C. Section 1251, et seq., and subsection (f) of O.C.G.A. § 12-5-30.

State waters includes any and all rivers, streams, creeks, branches, lakes, reservoirs, ponds, drainage systems, springs, wells, and other bodies of surface or subsurface water, natural or artificial, lying within or forming a part of the boundaries of the state, which are not entirely confined and retained completely upon the property of a single individual, partnership, or corporation.

Stream bank means the confining cut of a stream channel and is usually identified as the point where the normal stream flow has wrested the vegetation. For nontrout waters, the normal stream flow is any stream flow that consists solely of base flow or consists of both base flow and direct runoff during any period of the year. Base flow results from groundwater that enters the stream channel through the soil. This includes spring flows into streams. Direct runoff is the water entering stream channels promptly after rainfalls or snow melts.

Structural erosion and sedimentation control measures mean practices for the stabilization of erodible or sediment-producing areas by utilizing the mechanical properties of matter for the purpose of either changing the surface of the land or storing, regulating or disposing of runoff to prevent excessive sediment loss. Examples of structural erosion and sediment control practices are riprap, sediment basins, dikes, level spreaders, waterways or outlets, diversions, grade stabilization structures, sediment traps and land grading, etc. Such practices can be found in the "Manual for Erosion and Sediment Control in Georgia."

Trout streams means all streams or portions of streams within the watershed as designated by the Wildlife Resources Division of the Georgia Department of Natural Resources under the provisions of the Georgia Water Quality Control Act, O.C.G.A. § 12-5-20, et seq. Streams designated as primary trout waters are defined as water supporting a self-sustaining population of rainbow, brown or brook trout. Streams designated as secondary trout waters are those in which there is no evidence of natural trout reproduction, but are capable of supporting trout throughout the year. First order trout waters are streams into which no other streams flow except springs.

Vegetative measures mean measures for the stabilization of erodible or sediment-producing areas by covering the soil with:

(1) Permanent seeding, sprigging or planting, producing long-term vegetative cover; or

(2) Temporary seeding, producing short-term vegetative cover; or

(3) Sodding, covering areas with a turf of perennial sod-forming grass.

Such measures can be found in the publication Manual for Erosion and Sediment Control in Georgia.

Watercourse means any natural or artificial watercourse, stream, river, creek, channel, ditch, canal, conduit, culvert, drain, waterway, gully, ravine, or wash in which water flows either continually or intermittently and which has a definite channel, bed and banks, and including any area adjacent thereto subject to inundation by reason of overflow or floodwater.

Water quality means the chemical, physical, and biological characteristics of the State's water resources.

Wetlands mean those areas that are inundated or saturated by surface or ground water at a frequency and duration sufficient to support, and that under normal circumstances do support a prevalence of vegetation typically adapted for life in saturated soil conditions. Wetlands generally include swamps, marshes, bogs and similar areas.

(Ord. No. 17-17, § 1, 11-28-2017)

Sec. 42-63. Minimum requirements for erosion, sedimentation and pollution control.

(a) *General provisions.* Excessive soil erosion and resulting sedimentation can take place during land-disturbing activities if requirements of this article and the state general permit are not met. Therefore, plans for those land-disturbing activities which are not exempted by this article under section 42-64 shall be prepared and approved before the land-disturbing activity takes place. The minimum requirements of section 42-65(c) and the state general permit shall be incorporated into the erosion, sedimentation and pollution control plan. Soil erosion, sedimentation and pollution control measures and practices shall conform to the minimum requirements of subsections (b) and (c) of this section. The application of measures and practices shall apply to all features of the site including street and utility installations, drainage facilities and other temporary and permanent improvements. Measures shall be installed to prevent or control erosion, sedimentation, and pollution during all stages of any land-disturbing activity until the site is finally stabilized in accordance with requirements of this article and the state general permit.

(b) *Best management practices required; minimum standards:*

(1) Best management practices shall be required for all projects involving land-disturbing activities, including those exempt from permitting and/or requiring an approved plan under section 42-64. Proper design, installation, and maintenance of best management practices shall constitute a complete defense to any action by the director or local issuing authority or to any other allegation of noncompliance with this article, paragraph (2) of O.C.G.A. § 12-7-5, or any substantially similar terms contained in a permit for the discharge of stormwater issued pursuant to subsection (f) of O.C.G.A. § 12-5-30. As used in this subsection, the terms "proper design" and "properly designed" mean designed

in accordance with the hydraulic design specifications contained in the "Manual for Erosion and Sediment Control in Georgia."

(2) A discharge of stormwater runoff from disturbed areas where best management practices have not been properly designed, installed, and/or maintained shall constitute a separate violation of this article, any land-disturbing permit issued by the local issuing authority, or any state general permit issued by the division pursuant to subsection (f) of O.C.G.A. § 12-5-30, for each day on which such discharge results in the turbidity of receiving waters being increased by more than 25 nephelometric turbidity units for waters supporting warm water fisheries or by more than ten nephelometric turbidity units for waters classified as trout streams. The turbidity of the receiving waters shall be measured in accordance with guidelines to be issued by the director. This subsection shall not apply to any land disturbance associated with the construction of single-family homes which are not part of a larger common plan of development or sale unless the planned disturbance for such construction is equal to or greater than five acres.

(3) Failure to properly design, install, and/or maintain best management practices shall constitute a violation of this article, any land-disturbing permit issued by the local issuing authority or any state general permit issued by the division pursuant to subsection (f) of O.C.G.A. § 12-5-30 for each day on which such failure occurs; provided, however, the fact that land-disturbing activity for which a permit has been issued results in injury to the property of another shall not, without corroborating evidence, constitute proof of or create a presumption of a violation of the standards provided for in this article or the terms of a permit issued hereunder. For purposes of this paragraph, maintenance shall be defined as actions necessary or appropriate for retaining or restoring a currently serviceable improvement to its specified operable condition to achieve its maximum useful life. Maintenance includes emergency reconstruction of recently damaged parts of a currently serviceable structure so long as it occurs within a reasonable period of time after damage occurs. Maintenance does not include any modification that changes the character, scope or size of the original design and serviceable shall be defined as usable in its current state or with minor maintenance but not so degraded as to essentially require reconstruction.

(4) The director or local issuing authority may require reasonable and prudent monitoring and reporting of the turbidity level of receiving waters into which discharges from land-disturbing activities occur.

(5) Neither the approval of any permit under the provisions of this article nor failure of the local issuing authority, division, or director to enforce compliance with the provisions of this article or any permit issued hereunder shall relieve any person from legal liability for damages to others caused by such person's land-disturbing activity, nor create any right of action against or impose any liability upon the local issuing authority, division or director for damages to any persons or property.

(6) No provision of this article shall authorize any person to violate Article 2 of Chapter 5 of O.C.G.A. Chapter 12, the "Georgia Water Quality Control Act", or to pollute any waters of the State of Georgia as defined herein.

(c) *Minimum requirements.* For the purpose of regulating land-disturbing activities, every person shall be required, at a minimum, to follow protections at least as stringent as the state general permit and best management practices, including sound conservation and engineering practices to prevent and minimize erosion and resultant sedimentation, which are consistent with, and no less stringent than, those practices contained in the "Manual for Erosion and Sediment Control in Georgia", as well as the following:

(1) Stripping of vegetation, regrading and other development activities shall be conducted in a manner so as to minimize erosion.

(2) Cut-fill operations must be kept to a minimum.

(3) Development plans must conform to topography and soil type so as to create the lowest practical erosion potential.

(4) Whenever feasible, natural vegetation shall be retained, protected and supplemented.

(5) The disturbed area and the duration of exposure to erosive elements shall be kept to a practicable minimum.

(6) Disturbed soil shall be stabilized as quickly as practicable.

(7) Temporary vegetation or mulching shall be employed to protect exposed critical areas during development.

(8) Permanent vegetation and structural erosion control measures shall be installed as soon as practicable.

(9) To the extent necessary, sediment in run-off water must be trapped by the use of debris basins, sediment basins, silt traps, or similar measures until the disturbed area is stabilized. As used in this paragraph, a disturbed area is stabilized when it is brought to a condition of continuous compliance with the requirements of this section.

(10) Adequate provisions must be provided to minimize damage from surface water to the cut face of excavations or the sloping surface of fills.

(11) Cuts and fills may not endanger adjoining property.

(12) Fills may not encroach upon natural watercourses or constructed channels in a manner so as to adversely affect other property owners.

(13) Grading equipment must cross flowing streams by means of bridges or culverts except when such methods are not feasible, provided, in any case, that such crossings are kept to a minimum.

(14) Erosion, sedimentation and pollution control plans shall include provisions for treatment or control of any source of sediments and adequate sedimentation control facilities to retain sediments on site or preclude sedimentation of adjacent properties and waters beyond the levels specified in section 42-63(b).

(d) *Establishment of buffer; exceptions; variance of buffer width; land-disturbing activities within buffers.* Buffers on state waters are valuable in protecting and conserving land and water resources; therefore, minimum mandatory buffers should be established and protected. In accordance with O.C.G.A. § 12-7-6(b)(15), there is hereby established a minimum 25-foot natural, undisturbed buffer along the banks of all state waters within the jurisdiction of the City of Griffin, as measured horizontally from the point where vegetation has been wrested by normal stream flow or wave action; provided, however, that where it is not readily evident that vegetation has been wrested from the stream bank, the buffer shall be measured horizontally from the stream bank as defined in this article. Excepted from this minimum buffer requirement are state waters meeting those conditions: (i) as provided by paragraphs 16 and 17 of subsection (b) of O.C.G.A. § 23-7-6; (ii) where the director determines to allow a variance that is at least as protective of natural resources and the environment in accordance with Rules and Regulations of the Department § 391-3-7-.05; (iii) where otherwise allowed by the director pursuant to O.C.G.A. § 12-2-8; (iv) where a drainage structure or a roadway drainage structure must be constructed, provided that adequate erosion control measures are incorporated into the project plans and specifications and are implemented; (v) along any ephemeral stream, or (vi) where shoreline or streambank stabilization structures are installed to prevent erosion under a plan or pursuant to a permit issued by the city. Unless exempted as along an ephemeral stream, following completion of construction and stabilization of the land-disturbing activity site, a buffer of at least 25 feet shall remain in place, subject to the uses and limitations imposed thereon by law, unless the director issues a variance, pursuant to O.C.G.A. § 12-7-6(b)(15)(A)(ii). The city as local issuing authority has no power to waive the requirements of this section or issue any variance therefrom.

The following requirements shall apply to any such buffer:

(1) No land-disturbing activities shall be conducted within any buffer and a buffer shall remain in its natural, undisturbed, state of vegetation until all land-disturbing activities on the construction site are completed, except as otherwise provided by this section. Once the final stabilization of the site is achieved, a property owner may apply to the city for a permit to thin or trim vegetation within the buffer as long as a protective vegetative cover remains to protect water quality and aquatic habitat and a natural tree canopy is left in sufficient quantity to keep shade on the stream bed; provided, however, any person constructing a single-family residence, when such residence is constructed by or under contract with the owner for his or her own occupancy, may thin or trim vegetation in a buffer at any time as long as protective vegetative cover remains to protect water quality and aquatic habitat and a natural canopy is left in sufficient quantity to keep shade on the stream bed; and

(2) Permitted land uses or activities within the buffer are as follows:

a. A project involving the construction or repair of an existing infrastructure project or a structure that, by its nature, must be located within the buffer. Such structures include, but are not limited to, dams, public water supply intake structures, detention/retention ponds, wastewater discharges, docks including access ways, boat launches including access ways, and stabilization of areas of public access to water;

b. A project that will result in the restoration of or an enhancement to improve water quality and/or aquatic habitat;

c. Buffer intrusion necessary to provide reasonable access to a property or properties;

d. Buffer intrusion for water and sewer lines that cannot reasonably be placed outside the buffer, under generally accepted engineering practices, provided that stream crossings occur at an angle, as measured from the point of crossing, within 25 degrees of perpendicular to the stream; they cause a width of disturbance of not more than 50 feet within the buffer; and adequate erosion control measures are incorporated into the project plans and specifications and are implemented;

e. Buffer intrusions and stream crossings for other utilities, including but not limited to gas, liquid, power, telephone, telecommunications, and other pipelines, provided that the number of crossings and the amount of vegetative disturbance are minimized and adequate erosion control measures are incorporated into the project plans and specifications and are implemented;

f. Recreational foot trails and viewing areas (non-pervious), provided that impacts to the buffer are minimal;

g. Projects where the proposed land-disturbing activity within the buffer has been permitted by the U.S. Army Corps of Engineer under Sec. 404 of the Federal Water Pollution Control Act Amendment of 1972, 33 U.S.C. § 1344, and the Corps of Engineers has approved a mitigation plan to be implemented as a condition of such permit; or

h. Projects and activities for which a plan has been approved by the division that shows that, even with the proposed land-disturbing activity within the buffer, the completed project will result in maintained or improved water quality downstream of the project;

(3) Where the use or land-disturbing activity within the buffer has been otherwise permitted or exempted through rules and regulations of the board of the department of natural resources.

(Ord. No. 17-17, § 1, 11-28-2017)

Sec. 42-64. Exemptions from permitting requirements of this article.

The permit required by this article shall apply to any land-disturbing activity undertaken by any person on any land within the City of Griffin, except for the following:

(1) *Surface mining:* Surface mining, as the same is defined in O.C.G.A. § 12-4-72, "The Georgia Surface Mining Act of 1968";

(2) *Granite quarrying:* Granite quarrying and land clearing for such quarrying;

(3) *Minor land-disturbing activities:* Such minor land-disturbing activities as home gardens and individual home landscaping, repairs, maintenance work, fences and other related activities which result in minor soil erosion, provided the result of such activity is not to materially alter any finished grade incorporated into an approved erosion, sedimentation and pollution control plan, drainage plan, grading plan, or approved development or construction plan for a project which has been implemented, or otherwise alters, obstructs, impedes or renders ineffective any drainage structure from performing as designed;

(4) *Single-family residences:* The construction of single-family residences, when such construction disturbs less than one acre and is not a part of a larger common plan of development or sale with a planned disturbance of equal to or greater than one acre and not otherwise exempted under this paragraph; provided, however, that construction of any such residence shall conform to the minimum requirements as set forth in section 42-63 and this paragraph, and shall not materially alter any finished grade incorporated into any approved development or construction plan which has been implemented, or otherwise alter, obstruct, impede or render ineffective any drainage structure from performing as designed. For single-family residence construction exempted by the provisions of this paragraph, there shall be a buffer zone between the residence and any state waters of at least 25 horizontal feet, in which no land-disturbing activities shall take place nor shall any permanent structures be erected or impervious surface constructed, and no variance to a smaller buffer shall be granted.

(5) *Agricultural operations:* Agricultural operations as defined in O.C.G.A. § 1-3-3 to include those practices involving the establishment, cultivation, or harvesting of products of the field or orchard; the preparation and planting of pasture land; farm ponds; dairy operations; livestock and poultry management practices; and the construction of farm buildings.

(6) *Forestry land management practices, including timber harvesting:* All tree harvesting and forestry management activities performed in accordance with generally accepted forestry land management practices; provided, however, that when such exempt forestry practices cause or result in land-disturbing or other activities otherwise prohibited in a buffer, as established by O.C.G.A. § 12-7-6(b)(15) and section 42-63(d) of this article, no other land-disturbing activities, except for normal forest management practices, shall be allowed on the entire property upon which the forestry practices were conducted for a period of three years after the completion of such forestry practices.

(7) *Natural resource conservation service projects:* Any project carried out under the technical supervision of the Natural Resource Conservation Service (NRCS) of the United States Department of Agriculture;

(8) *Projects involving less than one acre:* Any project involving less than one acre of disturbed area; provided, however, that this exemption shall not apply to any land-disturbing activity within a larger common plan of development or sale with an overall planned disturbance of equal to or greater than one acre or within 200 feet of the bank of any state waters, and for purposes of this paragraph, "state waters" excludes channels and drainageways which have water in them only during and immediately after rainfall events and intermittent streams which do not have water in them year-round; provided, however, that any person responsible for a project which involves less than one acre, which involves

any land-disturbing activity, and which is within 200 feet of any such excluded channel or drainageway must prevent sediment from moving beyond the boundaries of the property on which such project is located;

(9) *Public works projects:* Construction or maintenance projects, or both, undertaken or financed in whole or in part, or both, by the department of transportation, the Georgia Highway Authority, or the state road and tollway authority; or any road construction or maintenance project, or both, undertaken by any county or municipality; provided, however, that construction or maintenance projects of the department of transportation or the state road and tollway authority which disturb one or more contiguous acres of land shall be subject to the provisions of O.C.G.A. § 12-7-7.1; except where the department of transportation, the Georgia Highway Authority, or the state road and tollway authority is a secondary permittee for a project located within a larger common plan of development or sale under the state general permit, in which case a copy of the notice of intent shall be submitted to the local issuing authority, and the local issuing authority shall enforce compliance with the minimum requirements set forth in O.C.G.A. § 12-7-6 as if the permit had been issued, and violations shall be subject to the same penalties as violations by permit holders;

(10) *Electrical system projects:* Any land-disturbing activities conducted by any electric membership corporation or municipal electrical system or any public utility under the regulatory jurisdiction of the public service commission, any utility under the regulatory jurisdiction of the Federal Energy Regulatory Commission, any cable television system a defined in O.C.G.A. § 36-18-1, or any agency or instrumentality of the United States engaged in the generation, transmission, or distribution of power; except where an electric membership corporation or municipal electrical system or any public utility under the regulatory jurisdiction of the public service commission, any utility under the regulatory jurisdiction of the Federal Energy Regulatory Commission, any cable television system as defined in O.C.G.A. § 36-18-1, or any agency or instrumentality of the United States engaged in the generation, transmission, or distribution of power is a secondary permittee for a project located within a larger common plan of development or sale under the state general permit, in which case the local issuing authority shall enforce compliance with the minimum requirements set forth in O.C.G.A. § 12-7-6 as if a permit had been issued, and violations shall be subject to the same penalties as violations by permit holders; and

(11) *Any public water system reservoirs.*

Nothing contained in this section shall prevent the local issuing authority from regulating development, including land disturbing activities, of a project not specifically exempted from permitting under this article within the foregoing categories. Furthermore, the exemptions of this section shall apply only to permitting requirements imposed by this article and shall not exempt a project under other regulations imposed by the city.

(Ord. No. 17-17, § 1, 11-28-2017)

Sec. 42-65. Application/permit process.

(a) *Generally.* No land-disturbing activity shall be conducted within the City of Griffin, except those land-disturbing activities exempted from permitting in accordance with section 42-64, without the operator first securing a permit from the local issuing authority and/or providing notice of intent to the division, with a copy submitted to the local issuing authority. Before undertaking any land-disturbing activity, the property owner, developer and designated planners and engineers shall review the general development plans, ordinances and requirements of the local issuing authority that affect the tract to be developed and the areas surrounding it. They shall review the Unified Development Code, stormwater management regulations

and permitting requirements, flood damage prevention regulations, this article, and any other codes and ordinances which regulate the development of land within the jurisdictional boundaries of the City of Griffin.

(b) *Application requirements:*

(1) The application for a permit shall be made only in the name of the owner and/or operator; provided, however, if the operator is not the owner holding record legal title to the property on which the land-disturbing activity is to occur, the name, mailing address and telephone number of the owner shall be stated in the application. Every operator, who is not the owner, shall provide written designation of his authority. Applications shall be submitted to the director of planning and development, in proper form, and must include five copies of the applicant's proposed erosion, sediment and pollution control plan, with supporting data, as necessary. Said plans shall include, as a minimum, the data specified in subsection (c) of this section. Erosion, sediment and pollution control plans shall conform to the provisions of section 42-63(c). All applications shall contain a certification stating the plan preparer or the designee thereof visited the site prior to creation of the plan in accordance with EPD Rule 391-3-7-.10. Incomplete applications and plans, which on their face fail to conform to this section, shall be promptly returned to the applicant.

(2) A local permitting fee, in the amount of $20.00 shall be charged for each acre, or fraction thereof, in the project area, regardless of actual size of land-disturbing activity on the project site; provided, however, for any project of 500 acres or more, the fee shall be $10.00 per acre or fraction thereof. No application shall be deemed complete unless the requisite fees are paid to the local issuing authority at time of filing. This fee shall be retained by the local issuing authority and shall cover the cost of plan review and permit issuance.

(3) In addition to the local permitting fees, fees will also be assessed pursuant to paragraph (5)(a) of O.C.G.A. § 12-5-23, provided such fees shall not exceed $80.00 per acre of land-disturbing activity, and these fees shall be calculated and paid by the primary permittee as defined in the state general permit for each acre of land-disturbing activity included in the planned development of each phase of development. All applicable fees shall be paid prior to issuance of the land-disturbance permit. One-half of the fees levied under this subsection shall be remitted by the primary permittee directly to the division; the other half shall be submitted to the local issuing authority to cover the costs of inspections and enforcement.

(4) Upon receipt of a complete application and plan in proper form, and payment of all required fees, the director of stormwater management shall immediately refer the application and plans to the district for its review and approval, or disapproval, concerning the adequacy of the erosion and sedimentation control plan. The district shall approve or disapprove a plan within 35 days of receipt. Failure of the district to act within 35 days shall be considered an approval of the pending plan. The results of the district review shall be promptly forwarded, in writing, to the local issuing authority. No permit shall be issued unless the plan has been approved by the district, and any variances required by section 42-63(c), if required, and bonding have been obtained. District review will not be required if the local issuing authority and the district have entered into a written agreement which allows the local issuing authority to conduct such review and approval of the plan without referring the application and plan to the district. A local issuing authority with plan review authority shall approve or disapprove a plan submittal within 35 days of receipt. Failure of the local issuing authority with plan review authority to act within 35 days shall be considered an approval of the plan submittal.

(5) If a permit applicant has had two or more violations of previous permits (either in this or any other jurisdiction), of this Article, or the Georgia Erosion and Sedimentation Control Act, as amended, within three years prior to the date of filing of the application under consideration, the local issuing authority may deny the permit application, or condition its approval on the posting of a performance bond.

(6) The local issuing authority shall require the permit applicant to post a performance bond, in the form of a surety bond issued by a company licensed in the State of Georgia and returnable to the City of Griffin, government security, cash, or any combination thereof up to, but not exceeding, $3,000.00 per acre or fraction thereof of the proposed land-disturbing activity, as a condition for issuing the permit. If the applicant does not comply with this article or with the conditions of the permit after issuance, the local issuing authority may call the bond, or any part thereof, to be forfeited and may use the proceeds to hire a contractor to stabilize the site of the land-disturbing activity and bring it into compliance.

(7) Where the local issuing authority intends to revoke or suspend a permit and call the bond (or a portion thereof) to be forfeited, notice of such action shall be given in writing to the permit holder. The aggrieved party is entitled to request, in writing, within five business days of receipt of notice, a hearing before the city manager, or his designated hearing officer. Such hearing shall be informally conducted, but held in such manner as to afford the applicant fundamental due process. A hearing record shall be prepared by the city. Any person aggrieved by a final determination of the city manager or his designee shall be entitled to file a petition for writ of certiorari to the Superior Court of Spalding County, Georgia, within 30 days of written notice of such final action.

(c) *Plan requirements:*

(1) Plans must be prepared to meet the minimum requirements as contained in section 42-63(c) of this article and the state general permit. Conformance with the minimum requirements may be attained through the use of design criteria in the current issue of the Manual for Erosion and Sediment Control in Georgia, published by the State Soil and Water Conservation Commission as a guide; or through the use of alternate design criteria which conform to sound conservation and engineering practices. The Manual for Erosion and Sediment Control in Georgia is hereby incorporated by reference into this article, and may be referenced over the Internet at "www.gaswcc.org". The plan for the land-disturbing activity shall consider the interrelationship of the soil types, geological and hydrological characteristics, topography, watershed, vegetation, proposed permanent structures including roadways, constructed waterways, sediment control and stormwater management facilities, local ordinances and state laws.

(2) Data required for the site plan shall include all information requested on the appropriate Erosion, Sediment and Pollution Control Plan Review Checklist, established by the commission as of January 1 of the year in which the land-disturbing activity was permitted.

(d) *Permits:*

(1) Permits shall be issued or denied as soon as practicable but in any event not later than 45 days after receipt by the local issuing authority of a completed application and payment of all applicable fees, provided bonding and variances, where necessary, are obtained. Failure to act within 45 days of receipt of a completed application shall be considered an approval of the permit. The permit shall expressly state all conditions or restrictions under which the activity may be undertaken.

(2) No permit shall be issued by the local issuing authority unless the erosion, sediment and pollution control plan has been approved by the district or the local issuing authority, and the local issuing authority has affirmatively determined that the plan is in compliance with this article, any variances required by section 42-63(c) are obtained, bonding requirements are met and all codes, ordinances and other applicable rules and regulations in effect within the jurisdictional boundaries of the local issuing authority have been satisfied. If the permit is denied, the reason(s) for denial shall be stated, in writing, setting forth specifically wherein the application or plan is deficient, and served by regular U.S. mail upon the applicant, with notice of the right to appeal.

(3) If the project is to be developed in phases, a phased development schedule may be agreed to, in writing, with the director of stormwater management. In most cases the entire project site shall be required to permit and install erosion and sediment control measures for the entire site prior to any

land-disturbing activities. Where phasing is permitted, a separate permit shall be required for each phase.

(4) The permit may be suspended, revoked, or modified by the local issuing authority, as to all or any portion of the land affected by the plan, upon finding that the holder or his successor in title is not in compliance with the approved erosion, sediment and pollution control plan or that the holder or his successor in title is in violation of this article. A holder of a permit shall notify any purchaser of any portion of the land affected by the approved plan of the conditions contained in the permit, and all current and future maintenance obligations imposed thereon, whether under this article or related ordinances.

(5) A permit issued under this article shall not be valid for work commencing more than six months after its issuance date. Where work is not timely commenced, or work on the project is suspended for more than three months after commencement, the local issuing authority shall automatically suspend the permit, until the applicant provides an affidavit from a registered or certified professional in engineering, architecture, landscape architecture, land surveying, or erosion and sedimentation control, certifying that, based upon diligent investigation, including an on-site inspection, no material changes have occurred since the erosion and sediment control plan was originally approved.

(6) Any change or amendment of design and construction plans for the project which may materially impact or negate the permit based on original approval of an erosion, sediment, and pollution control plan shall require a permit amendment. All amendments shall be applied for in writing and follow the same procedure as original applications for a permit.

(7) Any land-disturbing activities by the City of Griffin shall be subject to the same requirements of this article, and any other laws and ordinances relating to land development, as are applied to private persons and the division shall enforce such requirements upon the city. Erosion, sediment and pollution control plans for the local issuing authority shall be submitted to the district for review and approval or disapproval.

(Ord. No. 17-17, § 1, 11-28-2017)

Sec. 42-66. Inspections and citations.

(a) *Inspections.* Inspections and compliance monitoring, pursuant to this article, shall be conducted by the stormwater management department, and their designated inspectors. The inspector shall periodically inspect the site of land-disturbing activities for which permits have been issued to determine if the activities are being conducted in accordance with the plan and if the measures required in the plan are effective in controlling erosion and sedimentation. Also, the local issuing authority shall regulate primary, secondary and tertiary permittees as such terms are defined in the state general permit. Primary permittees shall be responsible for installation and maintenance of best management practices where the primary permittee is conducting land-disturbing activities. Secondary permittees shall be responsible for installation and maintenance of best management practices where the secondary permittee is conducting land-disturbing activities. Tertiary permittees shall be responsible for installation and maintenance where the tertiary permittee is conducting land-disturbing activities. If, through inspection, it is deemed that a person engaged in a land-disturbing activity as defined herein has failed to comply with the approved plan, with permit conditions, or with the provisions of this article or O.C.G.A. § 12-7-1, et seq., a written notice to comply shall be served immediately upon that person. The notice shall set forth the measures necessary to achieve compliance and shall state the time within which such measures must be completed. Except as provided in section 42-67, the inspector may require that all land-disturbing activities be stopped until necessary corrective action and mitigation have been taken. If the person engaged in the land-disturbing activity fails to comply within the time specified, he shall be deemed in violation of this article.

(b) *Inspection authority.* The local issuing authority shall have the power to conduct such investigations as it may reasonably deem necessary to carry out its duties as prescribed in this article, and for this purpose to enter at reasonable times upon any property, public or private, for the purpose of investigation and inspecting the sites of land-disturbing activities.

(c) *Right of entry for inspection.* No person shall refuse entry or access to any authorized representative or agent of the local issuing authority, the commission, the district, or division, who requests entry for the purposes of inspection, and who presents appropriate credentials, nor shall any person obstruct, hamper or interfere with any such representative while in the process of carrying out his official duties.

(Ord. No. 17-17, § 1, 11-28-2017)

Sec. 42-67. Penalties and enforcement.

(a) *Mandatory stop-work orders; injunctive relief.* If any person commences any land-disturbing activity requiring a land-disturbing permit as prescribed in this article without first obtaining a required permit, fails to maintain a required buffer of state waters, or significant amounts of sediment (as determined through inspection by the local issuing authority, the commission, the district or the division) have been or are being discharged into state waters and where best management practices have not been properly designed, installed and maintained, a stop-work order shall be issued by the local issuing authority. Such stop-work order shall be effective immediately upon issuance and shall remain in effect until the necessary corrective action or mitigation has occurred. Such stop-work order shall apply to all work being performed or undertaken on the site, including non-land-disturbing activities, with the exception of the installation and maintenance of temporary or permanent erosion and sediment controls necessary to bring the project into compliance. If the person to whom such order is directed fails to comply, the person shall be subject to injunction of the project, work or activity from the superior court of the county where such person resides, or in the case of a non-resident of this state, from the Superior Court of Spalding County; provided, however, where exigent circumstances exist, the local issuing authority may apply to the Superior Court of Spalding County for a temporary restraining order without the necessity of showing an adequate remedy at law exists.

(b) *Bond forfeiture.* If, through inspection, it is determined that a person engaged in land-disturbing activities has failed to comply with the approved plan, a written notice to comply setting forth the measures necessary to achieve compliance with the plan and stating the time within which such measures must be completed has been given, and the person engaged in the land-disturbing activity fails to comply within the time specified, he shall be deemed to have forfeited his performance bond, posted under the provisions of section 42-65. The local issuing authority may call the bond or any part thereof to be forfeited and may use the proceeds to hire a contractor to stabilize the site of the land-disturbing activity and bring it into compliance with the plan and this article.

(c) *Monetary penalties.* In addition, and cumulative of the above, any person who violates the Georgia Erosion and Sedimentation Control Law, O.C.G.A. Title 12, Chapter 7, or the rules and regulations promulgated thereunder, any provision of this article, or any permit condition or limitation established pursuant to this article, or who negligently or intentionally fails or refuses to comply with any stop-work order of the local issuing authority shall be subject to appear, upon citation, before the Municipal Court of the City of Griffin. Each day during which the violation or failure or refusal to comply continues shall constitute a separate violation. The general limitations of law on the jurisdiction of municipal courts notwithstanding, any person found liable in the municipal court for violating any provision of law or this article, or who violates any permit condition or limitation, or negligently or intentionally fails or refuse to comply with any stop-work order issued by the local issuing authority, shall be liable for a civil penalty not to exceed $2,500.00 per day for each violation, together with forfeiture or revocation of any regulatory license, work permit or other authorization for the conduct of a business and associated work activities within the jurisdictional boundaries of the local issuing authority's jurisdiction.

(Ord. No. 17-17, § 1, 11-28-2017)

Sec. 42-68. Education and certification.

(a) Persons involved in land development design, review, permitting, construction, monitoring, or inspection or any land-disturbing activity shall meet the education and training certification requirements, dependent upon their level of involvement with the process, as developed by the commission in consultation with the division and the stakeholder advisory board created pursuant to O.C.G.A. § 12-7-20.

(b) For each site on which land-disturbing activity occurs, each entity or person acting as either a primary, secondary, or tertiary permittee, as defined in the state general permit, shall have a minimum of one person who is in responsible charge of erosion and sedimentation control activities on behalf of said entity or person and meets the applicable education or training certification requirements developed by the commission present on site whenever land-disturbing activities are conducted on that site. A project site shall herein be defined as any land-disturbance site or multiple sites within a larger common plan of development or sale permitted by an owner or operator for compliance with the state general permit.

(c) Persons or entities involved in projects not requiring a state general permit but otherwise requiring certified personnel on site may contract with certified persons to meet the requirements of this article.

(d) If a state general permittee who has operational control of land-disturbing activities for a site has met the certification requirements of paragraph (1) of subsection (b) of O.C.G.A. § 12-7-19, then any person or entity involved in land-disturbing activity at that site and operating in a subcontractor capacity for such permittee shall meet the educational requirements specified in paragraph (4) of subsection (b) of O.C.G.A. § 12-7-19 and shall not be required to meet any educational requirements that exceed those specified in said paragraph.

(Ord. No. 17-17, § 1, 11-28-2017)

Sec. 42-69. Administrative appeal and judicial review.

(a) *Administrative remedies.* The suspension, revocation, modification or grant with conditions of a permit by the local issuing authority upon finding that the holder is not in compliance with the approved erosion, sediment and pollution control plan, or that the holder is no violation of permit conditions, or that the holder is in violation of any related environmental ordinance or development requirement, shall entitle the person holding the permit to a hearing before the city manager, within five business days after receipt by the local issuing authority of a written notice requesting to be heard. The decision of the city manager shall be final.

(b) *Judicial review.* Any person aggrieved by a final decision or order of the local issuing authority, after exhaustion of his administrative remedies, shall have the right to petition the Superior Court of Spalding County, Georgia, for a writ of certiorari.

(Ord. No. 17-17, § 1, 11-28-2017)

Secs. 42-70—42-90. Reserved.

ARTICLE IV. ILLICIT DISCHARGES AND CONNECTIONS[4]

Sec. 42-91. General provisions.

(a) *Purpose and intent.* The purpose of this article is to protect the public health, safety, environment and general welfare through the regulation of nonstormwater discharges to the municipal separate storm sewer system to the maximum extent practicable as required by federal law. This article establishes methods for controlling the introduction of pollutants into the municipal separate storm sewer system in order to comply with requirements of the National Pollutant Discharge Elimination System (NPDES) permit process. The objectives of this article are to:

(1) Regulate the contribution of pollutants to the municipal separate storm sewer system by any person;

(2) Prohibit illicit discharges and illegal connections to the municipal separate storm sewer system;

(3) Prevent nonstormwater discharges, generated as a result of spills, inappropriate dumping or disposal, to the municipal separate storm sewer system; and

(4) To establish legal authority to carry out all inspection, surveillance, monitoring and enforcement procedures necessary to ensure compliance with this article.

(b) *Applicability.* The provisions of this article shall apply throughout the corporate area of City of Griffin.

(c) *Compatibility with other regulations.* This article is not intended to modify or repeal any other article, rule, regulation, other provision of law. The requirements of this article are in addition to the requirements of any other article, rule, regulation, or other provision of law, and where any provision of this article imposes restrictions different from those imposed by any other article, rule, regulation, or other provision of law, whichever provision is more restrictive or imposes higher protective standards for human health or the environment shall control.

(d) *Severability.* If the provisions of any section, subsection, paragraph, subdivision or clause of this article shall be adjudged invalid by a court of competent jurisdiction, such judgment shall not affect or invalidate the remainder of any section, subsection, paragraph, subdivision or clause of this chapter.

(e) *Responsibility for administration.* The city manager shall administer, implement, and enforce the provisions of this article. The city manager is authorized to designate, in writing, another officer or employee of the city to perform and carry out the duties under this chapter, provided such designation is accepted, in writing, by the designee.

(Ord. No. 07-11, § (1), 10-9-2007)

[4]Editor's note(s)—Ord. No. 07-11, adopted Oct. 9, 2007, repealed the former Art. IV, §§ 42-91—42-96-B, and enacted a new Art. IV as set out herein. The former Art. IV pertained to similar subject matter and derived from Ord. No. 03-08, § 1(1)—(6-B), 3-11-2003.

Sec. 42-92. Definitions.

Accidental discharge means a discharge prohibited by this article which occurs by chance and without planning or thought prior to occurrence.

Best management practice or *BMP* means both structural devices to store or treat stormwater runoff and nonstructural programs or practices which are designed to prevent or reduce the pollution of state waters.

Clean Water Act or *CWA* means the Federal Clean Water Act (formerly known as the Federal Water Pollution Control Act) (33 U.S.C. § 1251 et seq.), and any subsequent amendments thereto.

Construction activity means activities subject to NPDES permits for stormwater discharges from sites associated with construction activities and land disturbances involving one acre or greater as regulated by the Georgia Erosion and Sedimentation Control Act and local ordinance. Such activities include, but are not limited to, clearing, grubbing, excavating, filling, and demolition.

Control measure refers to a best management practice used to prevent or reduce the discharge of pollutants to state waters.

Discharge refers to the discharge of a pollutant, as defined in 40 CFR Part 122.2.

Discharge-related activities includes activities which cause, contribute to, or result in stormwater point source pollutant discharge, and measures to control stormwater discharges, including the siting, construction and operation of BMPs to control, reduce or prevent stormwater pollution.

Illicit connection means either of the following:

(a) Any pipe, open channel, drain or conveyance, whether on the surface or subsurface, which allows an illicit discharge to enter the municipal storm sewer system, including but not limited to any conveyances which allow any nonstormwater discharge, including sewage, process wastewater, and wash water, to enter the storm drain system, regardless of whether such pipe, open channel, drain or conveyance has been previously allowed, permitted, or approved by an authorized enforcement agency; or

(b) Any pipe, open channel, drain or conveyance connected to the municipal separate storm sewer system which has not been documented in plans, maps, or equivalent records and approved by an authorized enforcement agency.

Illicit discharge means any direct or indirect discharge to the municipal separate storm sewer system that is not composed entirely of stormwater, except those discharges authorized under an NPDES permit (other than the NPDES permit for discharges from the city's MS4) and discharges resulting from fire fighting activities.

Industrial activity means activities subject to NPDES industrial permits as defined in 40 CFR, Section 122.26(b)(14).

Municipal separate storm sewer system or *MS4* means any facility, conveyance, or system of conveyances designed or used for collecting and/or conveying stormwater, including but not limited to any roads with drainage systems, highways, streets, curbs, gutters, inlets, catch basins, piped storm drains, pumping facilities, structural stormwater controls, ditches, swales, natural and manmade or altered drainage channels, reservoirs, and other drainage structures, and which is:

(a) Owned or maintained by the City of Griffin;

(b) Not a combined sewer; and

(c) Not part of a publicly-owned treatment works.

National pollutant discharge elimination system (NPDES) stormwater discharge permit means a permit issued by the Georgia EPD under authority delegated pursuant to 33 USC § 1342(b) that authorizes the discharge of pollutants to waters of the United States, whether the permit is applicable on an individual, group, or general area-wide basis.

Nonstormwater discharge means any discharge to the storm drain system that is not composed entirely of stormwater.

Person means, except to the extent exempted from this chapter, any individual, partnership, firm, association, joint venture, public or private corporation, trust, estate, commission, board, public or private institution, utility, cooperative, city, county or other political subdivision of the state, any interstate body or any other legal entity.

Pollutant means dredged spoil, solid waste, incinerator residue, filter backwash, sewage, garbage, sewage sludge, munitions, chemical wastes, biological materials, radioactive materials (except those regulated under the Atomic Energy Act of 1954, as amended), heat, wrecked or discarded equipment and parts thereof, rock, sand, cellar dirt, and industrial, municipal and agricultural waste discharged into water.

Pollution means the contamination or other alteration of any water's physical, chemical or biological properties by the addition of any constituent and includes but is not limited to, a change in temperature, taste, color, turbidity, or odor of such waters, or the discharge of any liquid, gaseous, solid, radioactive, or other substance into any such waters as will or is likely to create a nuisance or render such waters harmful, detrimental or injurious to the public health, safety, welfare, or environment, or to domestic, commercial, industrial, agricultural, recreational, or other legitimate beneficial uses, or to livestock, wild animals, birds, fish or other aquatic life.

Premises mean any building, lot, parcel of land, or portion of land whether improved or unimproved including adjacent sidewalks and parking strips.

State waters means any and all rivers, streams, creeks, branches, lakes, reservoirs, ponds, drainage systems, springs, wells, and other bodies of surface and subsurface water, natural or artificial, lying within or forming a part of the boundaries of the State of Georgia which are not entirely confined and retained completely upon the property of a single person.

Stormwater means any surface flow, runoff, or drainage consisting entirely of water from any form of natural precipitation, and resulting from such precipitation, including snow melt and surface drainage.

Structural stormwater control means a structural stormwater management facility or device that controls stormwater runoff and changes the characteristics of that runoff including, but not limited to, the quantity and quality, the period of release or the velocity of flow.

(Ord. No. 07-11, § 1(2), 10-9-2007)

Sec. 42-93. Prohibitions.

(a) *Prohibition of illicit discharges.* No person shall throw, drain, or otherwise discharge, cause, or allow others under its control to throw, drain, or otherwise discharge into the municipal separate storm sewer system any pollutants or waters containing any pollutants, other than stormwater. The following discharges are exempt from the prohibition provision above:

(1) Water line flushing performed by a government agency, other potable water sources, landscape irrigation or lawn watering, diverted stream flows, rising groundwater, groundwater infiltration to storm drains, uncontaminated pumped groundwater, foundation or footing drains (not including active groundwater dewatering systems), crawl space pumps, air conditioning condensation, springs, natural riparian habitat or wetland flows, and any other water source not containing pollutants;

(2) Discharges or flows from firefighting, and other discharges specified in writing by the City of Griffin as being necessary to protect public health and safety;

(3) The prohibition provision above shall not apply to any nonstormwater discharge permitted under an NPDES permit or administrative order issued to the discharger and administered under the authority of the federal environmental protection agency or state environmental protection division, provided that the discharger is in full compliance with all requirements of the permit, waiver, or order and other applicable laws and regulations, and provided that written approval has been granted for any discharge to the municipal separate storm sewer system.

(b) *Prohibition of illicit connections.* The construction, connection, use, maintenance or continued existence of any illicit connection to the municipal separate storm sewer system is prohibited.

(1) This prohibition expressly includes, without limitation, illicit connections made in the past, regardless of whether the connection was permissible under law or practices applicable or prevailing at the time of connection.

(2) A person violates this article if the person connects a line conveying sewage to the municipal separate storm sewer system, or allows such a connection to continue.

(3) Improper connections in violation of this chapter must be disconnected and redirected, if necessary, to an approved on-site wastewater management system or the sanitary sewer system upon approval of the city wastewater department.

(4) Any drain or conveyance that has not been documented in plans, maps or equivalent, and which may be connected to the storm sewer system, shall be located by the owner or occupant of that property upon receipt of written notice of violation from the city manager requiring that such locating be completed. Such notice will specify a reasonable time period within which the location of the drain or conveyance is to be completed, that the drain or conveyance be identified as storm sewer, sanitary sewer or other, and that the outfall location or point of connection to the storm sewer system, sanitary sewer system or other discharge point be identified. Results of these investigations are to be documented and provided to the city manager.

(Ord. No. 07-11, § 1(3), 10-9-2007)

Sec. 42-94. Industrial or construction activity discharges.

Any person subject to an industrial or construction activity NPDES stormwater discharge permit shall comply with all provisions of such permit. Proof of compliance with said permit may be required in a form acceptable to the city manager prior to allowing discharges to the municipal separate storm sewer system.

(Ord. No. 07-11, § 1(4), 10-9-2007)

Sec. 42-95. Access and inspection of properties and facilities.

The city manager shall be permitted to enter and inspect properties and facilities at reasonable times as often as may be necessary to determine compliance with this article.

(1) If a property or facility has security measures in force which require proper identification and clearance before entry into its premises, the owner or operator shall make the necessary arrangements to allow access to representatives of the City of Griffin.

(2) The owner or operator shall allow the city manager ready access to all parts of the premises for the purposes of inspection, sampling, photography, videotaping, examination and copying of any records that are required under the conditions of an NPDES permit to discharge stormwater.

(3) The city manager shall have the right to set up on any property or facility such devices as are necessary in the opinion of the city manager to conduct monitoring and/or sampling of flow discharges.

(4) The city manager may require the owner or operator to install monitoring equipment and perform monitoring as necessary, and make the monitoring data available to the city manager. This sampling and monitoring equipment shall be maintained at all times in a safe and proper operating condition by the owner or operator at his/her own expense. All devices used to measure flow and quality shall be calibrated to ensure their accuracy.

(5) Any temporary or permanent obstruction to safe and easy access to the property or facility to be inspected and/or sampled shall be promptly removed by the owner or operator at the written or oral request of the city manager and shall not be replaced. The costs of clearing such access shall be borne by the owner or operator.

(6) Unreasonable delays in allowing the city manager access to a facility is a violation of this article.

(7) If the city manager has been refused access to any part of the premises from which stormwater is discharged, and the city manager is able to demonstrate probable cause to believe that there may be a violation of this chapter, or that there is a need to inspect and/or sample as part of a routine inspection and sampling program designed to verify compliance with this chapter or any order issued hereunder, or to protect the overall public health, safety, environment and welfare of the community, then the city manager may seek issuance of a search warrant from any court of competent jurisdiction.

(Ord. No. 07-11, § 1(5), 10-9-2007)

Sec. 42-96. Notification of accidental discharges and spills.

Notwithstanding other requirements of law, as soon as any person responsible for a facility, activity or operation, or responsible for emergency response for a facility, activity or operation has information of any known or suspected release of pollutants or nonstormwater discharges from that facility or operation which are resulting or may result in illicit discharges or pollutants discharging into stormwater, the municipal separate storm sewer system, state waters, or waters of the U.S., said person shall take all necessary steps to ensure the discovery, containment, and cleanup of such release so as to minimize the effects of the discharge.

Said person shall notify the authorized enforcement agency in person or by phone, facsimile or in person no later than 24 hours of the nature, quantity and time of occurrence of the discharge. Notifications in person or by phone shall be confirmed by written notice addressed and mailed to the City Manager, City of Griffin, P.O. Box T, Griffin, Georgia 30224, within three business days of the phone or in person notice. If the discharge of prohibited materials emanates from a commercial or industrial establishment, the owner or operator of such establishment shall also retain an on-site written record of the discharge and the actions taken to prevent its recurrence. Such records shall be retained for at least three years. Said person shall also take immediate steps to ensure no recurrence of the discharge or spill.

In the event of such a release of hazardous materials, emergency response agencies and/or other appropriate agencies shall be immediately notified.

Failure to provide notification of a release as provided above is a violation of this article.

(Ord. No. 07-11, § 1(6), 10-9-2007)

Sec. 42-97. Violations, enforcement and penalties.

(a) *Violations.* It shall be unlawful for any person to violate any provision or fail to comply with any of the requirements of this article. Any such action or inaction which is continuous with respect to time is deemed to be a public nuisance and may be abated by injunctive or other equitable relief. Any person who has violated or continues to violate the provisions of this chapter, may be subject to the enforcement actions outlined in this section.

In the event the violation constitutes an immediate danger to public health or public safety, the City of Griffin is authorized to enter upon the subject private property, without giving prior notice, to take any and all measures necessary to abate the violation and/or restore the property. The City of Griffin is authorized to seek costs of the abatement as outlined in subsection 42-97(e).

(b) *Notice of violation.* Whenever the City of Griffin finds that a violation of this article has occurred, the City of Griffin may order compliance by written notice of violation. The notice of violation shall contain:

(1) The name and address of the alleged violator;

(2) The address when available or a description of the building, structure or land upon which the violation is occurring, or has occurred;

(3) A statement specifying the nature of the violation;

(4) A description of the remedial measures necessary to restore compliance with this chapter and a time schedule for the completion of such remedial action; and

(5) A statement of the penalty or penalties that may be assessed against the person to whom the notice of violation is directed, if not corrected. Such notice may require without limitation:

a. The performance of monitoring, analyses, and reporting;

b. The elimination of illicit discharges and illegal connections;

c. That violating discharges, practices, or operations shall cease and desist;

d. The abatement or remediation of stormwater pollution or contamination hazards and the restoration of any affected property;

e. Payment of costs to cover administrative and abatement costs; and

f. The implementation of pollution prevention practices.

(c) *Enforcement measures.* If the violation has not been corrected pursuant to the requirements set forth in the notice of violation, within ten days, then the city manager is authorized to file a complaint for abatement of a public nuisance in the municipal court. The court is authorized to order the owner or occupant of the property to take any and all measures necessary to abate the violation and/or restore the property within a reasonable time, and may impose a civil penalty not to exceed $1,000.00 (depending on the severity of the violation) for each day the violation remains unremedied after receipt of the notice of violation. If the owner/occupant fails or refuses to abate the violation within the time allowed by the court, the order shall authorize the city to enter upon the premises and perform the necessary abatement action. It shall be unlawful for any person, owner, agent or person in possession of any premises to refuse to allow the government agency or designated contractor to enter upon the premises for the purposes set forth above.

(d) *Costs of abatement of the violation; lien for special assessment.* Within 45 days after abatement of the violation, the owner of the property will be notified of the cost of abatement, including court and administrative costs. If the amount due is not paid within 30 days after receipt of the notice, or if an appeal is taken, within 30 days after a decision on said appeal, the charges shall become a special assessment against the property and shall constitute a lien on the property for the amount of the assessment. Any person

violating any of the provisions of this article shall become liable to the City of Griffin by reason of such violation.

(e) *Criminal penalties.* For intentional and willful violations of this chapter, the City of Griffin may issue a citation to the alleged violator requiring such person to appear before the municipal court to answer charges for such violation. Upon conviction, such person shall be punished by a fine not to exceed $1,000.00, imprisonment of six months, or both. Each act of violation and each day upon which any violation shall occur shall constitute a separate offense.

(f) *Violations deemed a public nuisance.* In addition to the enforcement processes and penalties provided, any condition caused or permitted to exist in violation of any of the provisions of this article is a threat to public health, safety, welfare, and environment and is declared and deemed a nuisance, and may be abated by injunctive or other equitable relief as provided by law.

(Ord. No. 07-11, § 1(7), 10-9-2007)

Secs. 42-98, 42-99. Reserved.

ARTICLE V. NOISE CONTROL

Sec. 42-100. Purpose and intent; definition; sound measurement standard.

(a) *Purpose and intent.* This article is enacted to protect, preserve and promote the health, safety and welfare of the citizens of the City of Griffin, Georgia, through the control of noise, a recognized form of environmental pollution. It is the intent of this article to establish objective standards that will reduce excessive community noises, which are harmful and otherwise detrimental to individuals and to the community in the enjoyment of life and property and in the conduct of business. It is not the intent of this article to regulate noise based upon its source, but based upon objective volume limitations at objective distances from the source, which for purposes of this article intentionally vary based upon the time of day and reasonable expectations of persons occupying the area during the relevant time period. It is not the intent of this article to regulate speech, under either the Federal or Georgia Constitutions. This article has been narrowly tailored as a content-neutral time, place, and manner regulation to serve a significant governmental interest[5] while leaving open ample opportunity for communication.

(b) *Definition of "noise".* For purposes of this article, "noise" means a sound or sounds of any kind, that is repetitive or continuous, and of sufficient duration, that a person of reasonable auditory sensitivity would consider loud, unpleasant, unexpected, or undesirable.

(c) *Sound measurement standards.* For the purposes of this article, "plainly audible" shall mean any sound emanating from a specific sound-producing source which can be heard from the distances set forth below, using the following sound measurement standards: Measurement shall be by the auditory senses of a person standing at a distance no less than the required minimum distance from the source of the sound. Inasmuch as the limitation on noise is neutral as to the content of the message, if any, generated or conveyed by its source, words and phrases need not be discernable. For music and other noise, bass reverberations are included.

[5]Note(s)—In *Grady* v. *Unified Gov't of Athens-Clarke County*, 289 Ga. 726 (2011), the Georgia Supreme Court recognized "the significant government interest in protecting both the community in general and individual citizens from noises which may affect their comfort, repose, health, or safety."

(Ord. No. 17-09, § 1, 5-9-2017)

Sec. 42-101. Restrictions of 300 feet for 7:00 a.m. through 11:00 p.m. Sunday through Thursday and 7:00 a.m. through 12:00 midnight on Friday and Saturday.

(a) Except when noise emanates from a source exempted by this article, it is a violation of this article for any person or persons to sing, yell, shout, hoot, whistle, or play a musical instrument, on the public streets or sidewalks or on private property so as to create, or cause to be created, any noises or sounds which are plainly audible at a distance of 300 feet or more from the building, structure, or vehicle from which the sound is emanating, or when generated outdoors on real property, 300 feet beyond the boundary or property limits on which the person is located, between the hours of 7:00 a.m. and 11:00 p.m. Sunday through Thursday and between the hours of 7:00 a.m. and 12:00 midnight on Friday and Saturday.

(b) Except when noise emanates from a source exempted by this article, it is a violation of this article for any person or persons to play, use, or operate any machine, appliance, tool, or device for the producing, reproducing, or amplifying of sound and/or noise at such a volume and in such a manner so as to create, or cause to be created, any noise or sounds which are plainly audible at a distance of 300 feet or more from the building, structure, or vehicle from which the sound is emanating, or when generated outdoors on real property, 300 feet beyond the property limits on which it is located, between the hours of 7:00 a.m. and 11:00 p.m. Sunday through Thursday and between the hours of 7:00 a.m. and 12:00 midnight on Friday and Saturday.

(Ord. No. 17-09, § 1, 5-9-2017)

Sec. 42-102. Restrictions of 100 feet for 11:00 p.m. through midnight on Sunday through Thursday and 12:00 midnight through 7:00 a.m. daily.

(a) Except when noise emanates from a source exempted by this article, it is a violation of this article for any person or persons to sing, yell, shout, hoot, whistle, or play a musical instrument, on the public streets or sidewalks or on private property so as to create, or cause to be created, any noises or sounds which are plainly audible at a distance of 100 feet or more from the building, structure, or vehicle from which the sound is emanating, or when generated outdoors on real property, 100 feet beyond the boundary or property limits on which the person is located, between the hours of 11:00 p.m. to 12:00 midnight Sunday through Thursday and between the hours of 12:00 midnight to 7:00 a.m. daily.

(b) Except when noise emanates from a source exempted by this article, it is a violation of this article for any person or persons to play, use, or operate any machine, appliance, tool, or device for the producing, reproducing, or amplifying of sound and/or noise at such a volume and in such a manner so as to create, or cause to be created, any noise or sounds which are plainly audible at a distance of 100 feet or more from the building, structure, or vehicle from which the sound is emanating, or when generated outdoors on real property, 100 feet beyond the property limits on which it is located, between the hours of 11:00 p.m. to 12:00 midnight Sunday through Thursday and between the hours of 12:00 midnight to 7:00 a.m. daily.

(c) Except for persons operating within properly licensed or permitted non-residential enterprises that have an adjoining property line or boundary with a residential dwelling unit, during the days and hours set forth in this section, it is a violation of this article for any person to make, cause, or continue to make any noise in such a manner as to be plainly audible to any other person a distance of five feet beyond the adjoining wall or boundary of any apartment, condominium, townhouse, duplex, or other such residential dwelling units with adjoining points of contact. For the purposes of this section, "wall or boundary" shall mean an imaginary line drawn through the points of contact of (1) adjoining apartments, condominiums, townhouses, duplexes or other such residential dwelling units with adjoining points owned, rented, or leased by different persons;

or (2) adjoining common areas or adjoining exterior walls. Said property line or boundary includes all points of a plane formed by projecting the property line or boundary including the ceiling, the floor, and the walls.

(Ord. No. 17-09, § 1, 5-9-2017)

[Sec. 42-103. Reserved.]

Sec. 42-104. Excluded sources of noise.

The prohibitions of this article shall not apply to the following sources of noise:

a. Noises and/or sounds caused to be made by manufacturing, industrial, governmental, or commercial entities in the normal course of their business;

b. Noises and/or sounds emanating from any official event on property owned by a federal, state, or local government, or any official event on Griffin-Spalding County School District or private school property;

c. Noises and/or sounds that are permitted by a license or permit issued by the city; provided, however, that the producer or coordinator of the event must strictly comply with the terms, restrictions and conditions of the permit;

d. Noises or sounds made by birds and animals;

e. Noises or sounds normally made by cars, trucks, trains, airplanes, helicopters, buses and similar vehicles, when properly equipped with noise-limiting devices required by law;

f. Sound volumes produced by radio, CD or tape player, or other mechanical sound making device or instrument from within a motor vehicle while on a public street or highway, which sound is controlled by the O.C.G.A. § 40-6-14;

g. Noises or sounds from property maintenance activity conducted on or within 100 feet of any residential dwelling unit between the hours of 8:00 a.m. and 8:00 p.m.;

h. Noises or sounds from construction activities conducted on or within 100 feet of a property zoned for single-family or multi-family residential use between the hours of 6:30 a.m. and 9:00 p.m. (does not apply within commercial or mixed use zoning classifications);

i. Noises or sounds made by law enforcement and other public safety officials performing their public functions; or

j. Lawful ignition or discharge of fireworks during days and times authorized by state law.

Where a partial exemption under this section imposes a day or time limitation, a variance from the above-referenced hours of operation may be requested, in writing, at least 48 hours prior to a proposed event, activity, or operation, for consideration by the city manager. Such a request shall state:

(1) The reasons that support a claim of urgent need based on specific loss or inconvenience for such a variation from the allowable work hours;

(2) The impact that the denial of this request would have on the applicant's activity, project or event, and the surrounding properties;

(3) The steps which have been taken by the applicant to communicate those needs and impacts to owners of surrounding and nearby properties;

(4) The steps that have or will be taken to limit the impact of the proposed activity upon surrounding and nearby properties; and

(5) The possible risks to public health and safety.

If the city manager finds that the application adequately demonstrates the urgent need for a variance from the above allowable work hours, adequately provides for mitigation of the impact upon surrounding and nearby properties, and poses no additional risk to public health and safety, then permission shall be granted for a variance to alter the allowable work hours during one ten-day period.

The prohibitions of this section shall not apply to government road, water, sewer, stormwater construction or maintenance projects or to Georgia Department of Transportation road construction or maintenance projects.

(Ord. No. 17-09, § 1, 5-9-2017)

Sec. 42-105. Registration of outdoor entertainment events.

Registration is required of all outdoor entertainment events that have live or recorded musical entertainment and/or that use electronic amplification. Registration of the event must be at least 72 hours prior to the event, and must be by the person or persons responsible for the event. Registration is to be with the City of Griffin Tax and License Department, Monday through Friday, from 8:30 a.m. to 4:30 p.m., on an application specified by the city and shall include the name, address, telephone number or other contact information for the person or organization sponsoring the event, the location, the date and time of the event, and security provisions. No fee shall be charged for registration and the city may make provision for registration by telephone or online through the city's website. Unless expressly approved by the city manager, registration shall not be accepted for events that include the hours between 11:00 p.m. and 12:00 midnight Sunday through Thursday, and between 12:00 midnight and 7:00 a.m. daily. Failure to register an event may result in a fine, forfeiture of the right of future registrations, or both. Registration does not exempt the person or persons registering the event from ensuring that the event complies with the requirements of this article. Failure to register shall be a violation of this article.

(Ord. No. 17-09, § 1, 5-9-2017)

Sec. 42-106. Penalties.

Any person violating the provisions of this article shall be cited to appear before the municipal court, and upon conviction punished as provided by section 1-12 of this Code; provided, however, a violation of section 42-105 for failure to register an outdoor entertainment event shall be punished only by a fine not to exceed $100.00.

(Ord. No. 17-09, § 1, 5-9-2017)

AGENDA ITEM SUMMARY

ITEM SUMMARY:

Commissioners to appoint two members to the Griffin Environmental Council three-year terms to expire 12/31/28 to succeed Melissa Tober and Antoinette Jackson whose terms expired 12/31/25.

SPECIAL CONSIDERATIONS OR CONCERNS:

Appointees shall be 18 years of age or greater, residents of Spalding County and have demonstrated knowledge of, or strong interest in, environmental protection. Members may be reappointed to succeed themselves. This Council meets the second Thursday of each month at 5:30 p.m. at One Griffin Center.

STAFF RECOMMENDATION:

N/A

FINANCIAL IMPACT:

N/A

Submitted By:
Susan Bartholomew

Meeting Date:
13/01/2026

Reviewed By:
Jessica O'Connor

ATTACHMENTS:
Nom Bland Enviro Council.pdf
Nom Kompelien Enviro Council.pdf
Nom Meeks Enviro Council.pdf
Nom Wright Enviro Council.pdf
UPDATED Enviro Council ORD.pdf

NOMINATION FOR APPOINTMENT

Profile

Office of the City Manager, Jessica O'Connor
One Griffin Center | 100 S. Hill Street-P.O. Box T | Griffin, GA 30224
P 770.229.6408 F 678.692.6403 W cityofgriffin.com

Which Boards would you like to apply for?

Griffin Environmental Council: Submitted

Osiris (First Name) | (Middle Initial) | Bland (Last Name)

146 mckinley drive (Home Address) | (Suite or Apt)

griffin (City) | GA (State) | 30224 (Postal Code)

Home: (678) 558-8394 (Primary Phone) | (Alternate Phone)

osiris.ralique@gmail.com (Email Address)

Dave and Busters (Employer) | Senior Technician (Occupation)

Business Address:

239 Hwy 81, McDonough GA 30253

Do you live within the city limits or in the county? *

☑ Within city limits

Experience

Education / Experience / Background:

Lovejoy High School Graduate. I have Human Relations Experience in defusing and Problem solving from my experience as a Supervisor at Dave and Busters.

Other Committees, Boards, Authorities, etc. presently serving on:

N/A

Other pertinent information:

N/A

By submitting this application, I affirm that the facts set forth in it are true and complete. I understand that if I am appointed, any false statements, omissions or other misrepresentations made by me on this application may result in my immediate dismissal. I understand that I will not be paid and that filling out an application does not guarantee my appointment.

Nominee / Nominator Signature: _____

Osiris Bland

Osiris_RD_Bland_Resume.pdf

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NOMINATION FOR APPOINTMENT

Profile

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P 770.229.6408 F 678.692.6403 W cityofgriffin.com

Which Boards would you like to apply for?

Griffin Environmental Council: Submitted

Ebony (First Name) | R (Middle Initial) | Kompelien (Last Name)

195 Steele Rd (Home Address) | (Suite or Apt)

Griffin (City) | GA (State) | 30223 (Postal Code)

Home: (678) 603-0200 (Primary Phone) | (Alternate Phone)

ebonykompelien.ga@gmail.com (Email Address)

Spalding County Administration Office (Employer) | Intern (Occupation)

Business Address:

119 E. Solomon Street Griffin, GA 30223

Do you live within the city limits or in the county? *

☑ In the county

Experience

Education / Experience / Background:

I am currently completing my Bachelor of Science in Political Science at Liberty University, with an expected graduation date of December 2025. In January 2026, I plan to begin my master's in public policy at Liberty University. I currently serve as an Administrative Intern with the Spalding County Administration Office, where I assist with records management and board agendas. This position has given me practical insight into how local government operates and the importance of maintaining transparency and communication between officials and the public. My passion for community service extends beyond my internship. I am actively involved in several civic and professional organizations that focus on empowering citizens, strengthen local networks, and prompting equitable leadership opportunities. I strive to connect residents to resources, strengthen voter participation, and encourage collaborative problem-solving throughout the community.

Other Committees, Boards, Authorities, etc. presently serving on:

Active member - Spalding County Democratic Committee Assistant Secretary - Fayette Democratic Women Membership Committee - American Businesswomen Association Membership Committee - Fayette-Spalding Cooperative

Other pertinent information:

Member - Pre Law Society at Liberty University Member - The National Society of Leadership and Success Dean List - Multiple semesters at Liberty University

By submitting this application, I affirm that the facts set forth in it are true and complete. I understand that if I am appointed, any false statements, omissions or other misrepresentations made by me on this application may result in my immediate dismissal. I understand that I will not be paid and that filling out an application does not guarantee my appointment.

Nominee / Nominator Signature: _____

Ebony Kompelien

Ebony_Kompelien__Resume_Serving_on_Board.docx
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NOMINATION FOR APPOINTMENT

Profile

Office of the City Manager, Jessica O'Connor
One Griffin Center | 100 S. Hill Street-P.O. Box T | Griffin, GA 30224
P 770.229.6408 F 678.692.6403 W cityofgriffin.com

Which Boards would you like to apply for?

Griffin Environmental Council: Submitted

Ana (First Name) | E (Middle Initial) | Meeks (Last Name)

118 Carriage Trce (Home Address) | (Suite or Apt)

Griffin (City) | GA (State) | 30224 (Postal Code)

Mobile: (478) 361-6461 (Primary Phone) | (Alternate Phone)

anaeliseharvil@gmail.com (Email Address)

NA (Employer) | NA Former city employee (Occupation)

Business Address:

118 Carriage Trce home address

Do you live within the city limits or in the county? *

☑ Within city limits

Experience

Education / Experience / Background:

BS in Science (regional community development) American Military University Experience in Environmental Management/policies concerning water, and stormwater permits Background in water treatment and former inspector for stormwater utility

Other Committees, Boards, Authorities, etc. presently serving on:

NA

Other pertinent information:

Has participated in stream cleanups as a captain Participant in stormwater workshops

By submitting this application, I affirm that the facts set forth in it are true and complete. I understand that if I am appointed, any false statements, omissions or other misrepresentations made by me on this application may result in my immediate dismissal. I understand that I will not be paid and that filling out an application does not guarantee my appointment.

Nominee / Nominator Signature: _____

Ana Meeks

employment_education.docx.pdf

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NOMINATION FOR APPOINTMENT

Profile

Office of the City Manager, Jessica O'Connor
One Griffin Center | 100 S. Hill Street-P.O. Box T | Griffin, GA 30224
P 770.229.6408 F 678.692.6403 W cityofgriffin.com

Which Boards would you like to apply for?

Griffin Environmental Council: Submitted

Weymon (First Name) | T (Middle Initial) | Wright (Last Name)

916 Morningside dr (Home Address) | Griffin (Suite or Apt)

Griffin (City) | GA (State) | 30224 (Postal Code)

Mobile: (678) 232-1652 (Primary Phone) | (Alternate Phone)

wright3110@bellsouth.net (Email Address)

Retired (Employer) | Inpatient hospice volunteer ter (Occupation)

Business Address:

Retired

Do you live within the city limits or in the county? *

☑ Within city limits

Experience

Education / Experience / Background:

One year college. One year continuing education

Other Committees, Boards, Authorities, etc. presently serving on:

Other pertinent information:

By submitting this application, I affirm that the facts set forth in it are true and complete. I understand that if I am appointed, any false statements, omissions or other misrepresentations made by me on this application may result in my immediate dismissal. I understand that I will not be paid and that filling out an application does not guarantee my appointment.

Nominee / Nominator Signature: _____

Upload a Resume

Chapter 42 ENVIRONMENT[1]

ARTICLE I. IN GENERAL

Sec. 42-1. Environmental council; established.

The environmental council (hereafter called the "council") is established to act as a volunteer citizen body charged with advising the board of commissioners on policies and procedures that the city may pursue to protect and preserve Griffin's natural resources for future generations.

As a full-service city providing water, sanitation, and electricity, the City of Griffin is well-placed to promote good stewardship of our land, air, water, and energy resources through the pursuit of environmentally sustainable development. The city recognizes that the challenges of sustainable urban development are many and multi-faceted. To meet these challenges successfully the city must draw on its most important resource—the diverse knowledge and skill sets of its citizens.

(Ord. No. 13-07, § 1, 5-28-2013; Ord. No. 24-02, § 1, 5-14-2024)

Sec. 42-2. Environmental council; duties and responsibilities.

The council will be charged with the following responsibilities and shall:

(1) Provide the board of commissioners with recommendations on policies and procedures that the city can pursue to preserve and protect Griffin's natural resources for future generations;

(2) Provide the public a means to bring forward ideas that promote environmental sustainability within the City of Griffin;

(3) Facilitate public participation in the setting of goals and benchmarks for the city in its efforts to be a good steward of its environment and natural resources;

(4) Assist city staff with identifying and working with stakeholder groups in furthering programs that promote environmental sustainability;

(5) Assist city staff with public education and outreach activities that promote environmental sustainability;

(6) Provide recommendations for internal program evaluation and reporting, and assist city staff in periodically reporting to the board of commissioners on program effectiveness;

(7) Recommend administrative guidelines for tree conservation and planting within the city.

(Ord. No. 13-07, § 1, 5-28-2013; Ord. No. 24-02, § 1, 5-14-2024)

[1]Cross reference(s)—Aviation, ch. 18; buildings and building regulations, ch. 22; floods, ch. 50; littering, § 58-11; health and sanitation, ch. 54; parks and recreation, ch. 62; planning, ch. 66; solid waste, ch. 74; streets, sidewalks and other public places, ch. 78; utilities, ch. 94; vegetation, ch. 98.

Sec. 42-3. Environmental council; organization.

(a) The council shall consist of nine members, including one commissioner, appointed by the board of commissioners. Appointees shall be 18 years of age or greater, a resident of Spalding County, and persons who have demonstrated a knowledge of or strong interest in environmental protection. Initial appointments to the council shall be three members to serve a one-year term, three members to serve a two-year term, and one member to serve a three-year term. Thereafter, each member shall serve a three-year term, with the exception of the commissioner member who shall serve a one-year term. Members may be reappointed to succeed themselves.

(b) The council shall elect one member, excluding the commissioner member, to serve as chair and one member to serve as vice-chair; the council may also create and fill such committees as it may deem necessary, and appoint the committee chair. The term of the chair and vice chair shall be one year, with eligibility for re-election to succeeding terms. The City Manager, or his or her designee, shall serve as secretary.

(c) The environmental council shall establish and post a regular monthly meeting schedule to be conducted in accordance with the Georgia Open Meetings Law. Called meetings may occur more frequently, if noticed in the manner provided by law. All council meetings shall be open to the public, and reasonable notice of the time, place, and location of meetings, together with an agenda of intended business and action items, thereof shall be noticed in accordance with City of Griffin policies and state law. The secretary shall keep minutes of all meetings, in accordance with Georgia Open Meetings Law. A quorum of the council shall consist of a majority of its members. The vote of a simple majority of a quorum shall be necessary to take any official council action.

(d) Any member of the council who misses either (i) three consecutive meetings or (ii) four meetings within a calendar year shall be replaced by the board of commissioners. Absence due to sickness, death of a family member or close friend, or other emergencies of like nature may be recognized as excused absences and shall not affect the member's status on the council. Members shall attend a minimum of one environmental council special event annually and any member who fails to do so shall be replaced by the board of commissioners.

(e) A public comment period shall be allowed at each meeting to allow citizens the opportunity to be heard regarding environmental issues and concerns. The method, timing and duration of such public comment period shall be determined by the council, but the standards and procedures shall be consistent across all meetings. The council may conduct its business once the public comment period is closed.

(Ord. No. 13-07, § 1, 5-28-2013; Ord. No. 21-03, § 1, 3-23-2021; Ord. No. 24-02, § 1, 5-14-2024)

Secs. 42-4—42-29. Reserved.

ARTICLE II. NUISANCES[2]

[2]Ord. No. 25-008, § 1, adopted August 26, 2025, amended Art. II in its entirety to read as herein set out. Former Art. II, §§ 42-31—42-35, pertained to similar subject matter, and derived from Ord. No. 02-02, § 1, adopted Feb. 12, 2002.

State law reference(s)—Nuisances, O.C.G.A. § 41-1-1 et seq.; sale of muffler which causes excessive noise prohibited, O.C.G.A. § 40-8-71(c).

Sec. 42-30. Definitions.

[The following words, terms and phrases, when used in this article, shall have the meanings ascribed to them in this section, except where the context clearly indicates a different meaning:]

Interested party means:

(1) The "owner";

(2) Persons in possession of said property and premises;

(3) Those parties having an interest in the property as revealed by a certification of title to the property conducted in accordance with the title standards of the State Bar of Georgia;

(4) Those parties having filed a notice in accordance with O.C.G.A. § 48-3-9; and

(5) Any other party having an interest in the property who identity and address are reasonably ascertainable from the records of the municipality or records maintained in the county courthouse or by the clerk of court; provided however, interested party shall not include the holder of the benefit or burden of any easement or right of way whose interest is properly recorded which interest shall remain unaffected.

Owner means the holder of title in fee simple and every mortgagee of record.

Public authority means any member of the governing authority, any director of a public housing authority, or any officer who is in charge of any department or branch of government (municipal, county, state) relating to health, fire, life safety, building regulations, or to other activities concerning dwellings, buildings, or structures, or use or condition of private property within the city.

Public officer means the city manager, who is authorized to exercise the powers prescribed by article, and any officer or employee of the city to whom they delegate such authority.

Resident means any person residing in the jurisdiction where the property is locate don or after the date on which the alleged nuisance arose.

(Ord. No. 25-008, § 1, 8-26-2025)

Sec. 42-31. Public nuisances.

(a) Any activity, conduct or occurrence of a continuing or reoccurring nature which tends to the immediate annoyance of the public in general, is manifestly injurious to the public health or safety, or tends greatly to corrupt the manners and morals of the public shall be deemed a public nuisance and abated by order of the municipal court.

(b) Any activity, conduct or occurrence within the city which constitutes an endangerment to the environment, public health, or safety as a result of its creation or maintenance or which has been declared a public nuisance by other provisions of this Code shall be abated by order of the municipal court unless otherwise provided by this Code.

(c) The city attorney, or their designee, may file a complaint in municipal court on behalf of the public against an event promoter or organizer for any event that is not properly permitted by the city and results in a public nuisance by impeding travel by police, fire service, emergency medical services personnel, other public safety personnel, or employees or officials of local, state, or federal governments acting in their official capacities to recover from the public all expenses incurred by the city associated with public safety, including but not limited to, costs and fees for provision of traffic control, supplemental law enforcement, fire suppression services, emergency medical technician or paramedic services, and sanitation services.

(d) Proceedings relating to unfit buildings or structures or uses of private property in violation of applicable construction codes shall be brought under Article IV of Chapter 22 of this Code.

(Ord. No. 25-008, § 1, 8-26-2025)

Sec. 42-32. Jurisdiction.

The municipal court of the city shall have jurisdiction to try issues concerning the existence and abatement of public nuisances existing or occurring within the limits of the city upon filing of a petition by the city. Private citizens may not generally seek to have a public nuisance abated; however, a public nuisance may be abated upon filing of a petition by any private citizen specially injured.

(Ord. No. 25-008, § 1, 8-26-2025)

Sec. 42-33. Petition; service of process.

(a) Where the city alleges a public nuisance involving a condition or activity existing upon a specific private property, a public officer may file a petition in rem in the municipal court of the city against the lot, tract, or parcel of real property on which such condition or activity occurs or where such public health hazard or general nuisance exists and shall cause summons and a copy of the petition to be served on the interested parties of such property. The petition shall identify the subject real property by appropriate street address and official tax map reference; identify the interested parties; state with particularity the factual basis for the action, including but not limited to, facts showing the existence, location, and duration or frequency of reoccurrence of the condition or activity; and contain a statement of the action sought by the public officer to abate the alleged nuisance. The summons shall notify the interested parties that a hearing will be held before the municipal court at a date and time certain and at a place within the municipality where the property is located. Such hearing shall be held not less than 15 days nor more than 45 days after the filing of said complaint in the proper court. The interested parties shall have the right to file an answer to the petition and to appear in person or by attorney and offer testimony at the time and place fixed for hearing.

(1) Summons and copies of the petition shall be served in the following manner:

(i) A copy of the petition and summons shall be conspicuously posted on the subject property within three business days of filing of the petition and at least 14 days prior to the date of the hearing;

(ii) At least 14 days prior to the date of the hearing, the public officer shall mail copies of the complaint and summons by certified mail or statutory overnight delivery, return receipt requested, to all interested parties whose identities and addresses are readily ascertainable. If the property is occupied, copies of the complaint and summons shall also be mailed by first-class mail to the property address to the attention of the occupants;

(iii) For interested parties whose mailing address is unknown, a notice stating the date, time, and place of the hearing shall be published in the newspaper in which the sheriff's advertisements appear in such county once a week for two consecutive weeks prior to the hearing;

(iv) The petitioner shall cause notice of the filing of the petition, together with date, time and place of hearing, to be served upon the tax commissioner of the county; and

(v) A notice of lis pendens shall be filed in the office of the clerk of superior court in which the property is located at the time of the filing of the petition in municipal court.

(2) The public officer shall cause an affidavit of service to be filed of record in the municipal court prior to the hearing showing compliance with the service requirements of this section. Such affidavit shall

constitute a prima facie showing of minimum procedural due process and shall constitute sufficient proof that service was perfected.

(3) Orders and other filings made subsequent to service of the initial petition shall be served in the manner provided in this subsection on every interested party who answers the petition or appears at the hearing. Any interested party who fails to answer or appear at the hearing shall be deemed to have waived all further notice in the proceedings.

(b) Where the city alleges a public nuisance involving a condition or activity by person(s) on public or private property or where a private person alleges a public nuisance involving a condition or activity existing on private property, a petition may be filed in municipal court naming as respondent(s) the person or persons allegedly responsible for the maintenance of the public nuisance. Where the alleged nuisance involves a condition or activity existing on private property, the owner(s) of such property, and any interested party thereto, shall also be named as respondent. The petition shall plead with specificity all facts necessary to show the existence and location of the alleged public nuisance, its duration or frequency of reoccurrence, and, when brought by a private person, the special injuries suffered by the private person(s). The petition shall be verified by the person or persons in whose name it is brought, or, if brought on behalf of the city, by the city manager.

(1) Summons and a copy of the petition shall be served as follows:

(i) For interested parties whose address is known:

A. Residents of Spalding County shall be personally served. Service shall be perfected at least ten days prior to the date of the hearing. Personal service under this article may be made by any law enforcement officer of the city or the county, or any citizen over the age of 18 years specially appointed by the judge of the municipal court, and an affidavit of return of service shall be executed by such person and filed with the clerk of the municipal court prior to the date of hearing.

B. Parties outside of Spalding County shall be served by certified mail or statutory overnight delivery, return receipt requested, mailed at least 14 days prior to the date of the hearing.

(ii) For interested parties whose mailing address is unknown, a notice stating the date, time, and place of the hearing shall be published in the newspaper in which sheriff's advertisements appear once a week for two consecutive weeks prior to the hearing.

(iii) In the event the party is a minor, estate, or incompetent person, the guardian or personal representative of such person shall be served. If such person has no guardian or personal representative, service shall be perfected upon the probate judge of the county who shall appoint a guardian ad litem for such person.

(iv) The petitioner shall cause notice of the filing of the petition, together with date, time and place of hearing, to be served upon the tax commissioner of the county;

(2) The petitioner shall file an affidavit of service of record in the municipal court prior to the hearing showing compliance with the service requirements of this section. Such affidavit shall constitute a prima facie showing of minimum procedural due process and shall constitute sufficient proof that service was perfected.

(3) Orders and other filings made subsequent to service of the initial petition shall be served in the manner provided in this subsection on every interested party who answers the petition or appears at the hearing. Any interested party who fails to answer or appear at the hearing shall be deemed to have waived all further notice in the proceedings.

(Ord. No. 25-008, § 1, 8-26-2025)

Sec. 42-34. Trial procedure; appeal.

(a) The burden at trial shall be upon the petitioner to prove the existence of a public nuisance by a preponderance of the evidence. A written finding by any governmental officer, environmental enforcement officer, public health officer, fire inspector, life safety inspector, or building inspector, based upon physical inspection, that real property or a structure or condition existing upon real property is a health, safety, or environmental hazard shall constitute prima-facie evidence that such property, structure, or condition constitutes a public nuisance.

(b) If, after such notice and hearing, the court determines that the activity or condition constitutes a public nuisance, the court shall state, in writing, findings of fact in support of such determination, including defining with particularity the condition or occurrence found to constitute the nuisance, and shall issue and cause to be served upon the interested parties that have answered the petition or appeared at the hearing an order of abatement providing specifically for its cessation or removal within a reasonable period of time by the owner of the property and/or the person responsible for maintaining the nuisance, as applicable. Income and financial status of the owner shall not be a factor in the court's determination.

(c) Proceedings to abate a public nuisance under this article are an action at law and shall not require the intervention of equity. The question of whether or not a public nuisance exists is neither criminal or quasi-criminal in nature and therefore the court shall not impose a fine as a condition of its order to abate the existence or continuance of the nuisance; provided, however, the municipal court is empowered to enforce its judgements by contempt which may entail a fine, imprisonment, or a combination thereof.

(d) In an action filed by the city pursuant to section 42-33(a) of this Code, if the owner fails to comply with an order to cease, remove, or otherwise abate the nuisance, the public officer may cause such condition to be removed or otherwise abated for a period of 270 days following the expiration of time specified in the order for abatement by the owner. Any time during which such action is prohibited by a court order issued pursuant to subsection (c) of this section or any equitable relief granted by a court of competent jurisdiction shall not be counted toward the 270 days in which such abatement action shall commence.

    (1) If the public officer must remove material, vehicles, or other goods/items from the property to abate the nuisance, the public officer and governing authority are relieved of any and all liability resulting from or occasioned by the removal or disposal of such materials, including, without limitation, defects in such salvaged materials.

    (2) The amount of costs to abate the nuisance, including all court costs, expert witness fees, administrative costs incurred by the tax commissioner or other government entity, ongoing costs to remove or cease the nuisance condition or activity, and all other costs necessarily associated with the abatement action shall be a lien against the real property upon which such cost was incurred.

    (3) The lien provided for in subsection (2) shall attach to the real property upon the filing of a certified copy of the order requiring abatement in the office of the Clerk of Superior Court in Spalding County and shall relate back to the date of the filing of the lis pendens notice required under section 42-33(a)(1)(iv). The clerk of superior court shall record and index such certified copy of the order in the deed records of the county and enter the lien on the general execution docket. The lien shall be superior to all other liens on the property, except liens for taxes to which the lien shall be inferior, and shall continue in force until paid. After filing a certified copy of the order with the clerk of superior court, the public officer shall, within 90 days of any effort to abate the nuisance pursuant to the order, forward a copy of the order and a final statement of costs to the county tax commissioner.

    (4) It shall be the duty of the county tax commissioner to collect the amount of the lien in conjunction with the collection of ad valorem taxes on the property and to collect the amount of the lien as if it were a real property ad valorem tax, using all methods available for collecting real property ad valorem taxes,

including specifically O.C.G.A. § 48-4-5; provided, however, that the limitation of O.C.G.A. § 48-4-78 which requires 12 months delinquency before commencing a tax foreclosure shall not apply; provided further that redemption of property from the lien may be made in accordance with the provisions of O.C.G.A. §§ 48-4-80 and 48-4-81. The tax commissioner may initiate enforcement of liens imposed under this section at any time following receipt of the final determination of costs from the public officer. The unpaid lien amount shall bear interest and penalties from and after the date of final determination of costs in the same amount as applicable to interest and penalties on unpaid real property ad valorem taxes.

(5) The tax commissioner shall remit the amount collected to the governing authority of the municipality whose ordinance is being enforced. The tax commissioner may retain an amount equal to the cost of administering collection of the lien; provided, however, the tax commissioner shall notify the city of administrative costs so they may be recovered as part of the costs of abatement and calculated as part of the overall lien amount to be paid. Any such amount collected and retained for administration shall be deposited in the general fund of the county to pay the cost of administering the lien.

(6) The governing authority may waive and release any such lien imposed on property upon the owner of such property entering into an agreement with the city establishing a timetable for cessation, removal, and/or abatement of the nuisance and demonstrating the financial means to accomplish this abatement.

(e) Any final judgment entered by the municipal court under this article is subject to appeal by petition for review filed in the Superior Court of Spalding County within 30 days of the service of said order.

(f) Proceedings under this article cannot be brought for the recovery of money damages; however, upon appropriate findings, the court may order payment of restitution for special injuries proved. Costs of the proceedings shall be imposed upon the respondent(s) in all cases wherein the court finds the respondent responsible for the maintenance of a public nuisance, unless otherwise provided by this article.

(Ord. No. 25-008, § 1, 8-26-2025)

Sec. 42-35. Causes of action; examples of public nuisances.

Conditions or activities occurring on private property that may constitute public nuisances may include, but are not limited to, the following:

(a) Dwellings, buildings or structures which due to dilapidation, age or obsolescence have defects which increase the hazards of fire, accidents, or other calamities; which lack adequate ventilation, light, or sanitary facilities; or where other conditions exist rendering such dwellings, buildings, or structures unsafe or unsanitary;

(b) Real property on which there has been allowed to accumulate weeds, trash, junk, filth, and other unsanitary or unsafe conditions inimical to the health, safety, and welfare of its residents and occupants of adjoining properties;

(c) Real property on which an activity, land use, or condition in violation of applicable laws and ordinances, including the code of ordinances and zoning ordinance of the city, is regularly or repeatedly conducted or maintained;

(d) Any building, structure, or place used for the purpose of lewdness, prostitution, sodomy or other unlawful sexual purposes;

(e) Real property on which any person keeps and maintains, either by himself or others, a common, ill-governed and disorderly house, encouraging gaming, drinking, illicit drug activity, or other misbehavior

to the common disturbance of the neighborhood or orderly citizens after notice of the general, customary habits of the house is provided to the owner or person in possession thereof; and

(f) Any dwelling, building, or structure that is vacant and unsecured so as to allow unauthorized use or entry; and

(g) Any discharge of pollutants (whether air or water borne) off the real property on which the discharge originates, except pursuant to a NPDES permit and discharges resulting from fire suppression activities. For purposes of this section, "pollutants" shall include but not be limited to: soils, solid wastes, sewage, chemicals, pesticides and fertilizers (except when applied in accordance with generally accepted agricultural practices), sludge, biological materials, radioactive materials, scrap or discarded equipment, or other industrial, municipal and agricultural waste.

(Ord. No. 25-008, § 1, 8-26-2025)

Secs. 42-36—42-60. Reserved.

ARTICLE III. SOIL EROSION, SEDIMENTATION AND POLLUTION CONTROL[3]

Sec. 42-61. Title.

This article will be known as the City of Griffin Soil Erosion and Sediment Control Ordinance.

(Ord. No. 17-17, § 1, 11-28-2017)

Sec. 42-62. Definitions.

The following definitions shall apply in the interpretation and enforcement of this article, unless otherwise specifically stated:

Best Management Practices (BMP's) means sound conservation and engineering practices to prevent and minimize erosion and resultant sedimentation, which are consistent with, and no less stringent than, those practices contained in the "Manual for Erosion and Sediment Control in Georgia", published by the commission as of January 1 of the year in which the land-disturbing activity was permitted.

Board means the board of natural resources.

Buffer means the area of land immediately adjacent to the banks of state waters in its natural state of vegetation, which facilitates the protection of water quality and aquatic habitat.

Certified personnel means a person who has successfully completed the appropriate certification course approved by the Georgia Soil and Water Conservation Commission.

Coastal marshlands means the same as defined in O.C.G.A. § 12-5-282.

[3]Editor's note(s)—Ord. No. Ord. No. 17-17, § 1, adopted Nov. 28, 2017, repealed the former Art. III, §§ 42-61—42-69, and enacted a new Art. III as set out herein. The former Art. III pertained to similar subject matter and derived from Ord. No. 16-13, § 1, adopted August 23, 2016.

State law reference(s)—Erosion and Sedimentation Act of 1975, O.C.G.A. § 12-7-1 et seq.; Georgia Surface Mining Act of 1968, O.C.G.A. § 12-4-70 et seq.

Commission means the Georgia Soil and Water Conservation Commission (GSWCC).

CPESC means a certified professional in erosion and sediment control with current certification by EnviroCert, Inc., which is also referred to as CPESC or CPESC, Inc.

Cut means a portion of land surface or area from which earth has been removed or will be removed by excavation; the depth below original ground surface to excavated surface. Also known as excavation.

Department means the Georgia Department of Natural Resources ("DNR").

Design professional means a professional licensed by the State of Georgia in the field of: engineering, architecture, landscape architecture, forestry, geology, or land surveying; or a person that is a certified professional in erosion and sediment control (CPESC) with current certification by EnviroCert, Inc. Design Professionals shall practice in a manner that complies with applicable Georgia law governing professional licensure.

Director means the director of the environmental protection division or an authorized representative.

District means the Towaliga Soil and Water Conservation District.

Division means the Environmental Protection Division of the Department of Natural Resources (EPD).

Drainage structure means a device composed of a virtually nonerodible material such as concrete, steel, plastic, or other such material that conveys water from one place to another by intercepting the flow and carrying it to a release point for storm water management, drainage control, or flood control purposes.

Ephemeral stream means a stream that under normal circumstances has water flowing only during and for a short duration after precipitation events; that has its channel located above the groundwater table year round; for which groundwater is not a source of water; and for which runoff from precipitation is the primary source of water flow.

Erosion means the process by which land surface is worn away by the action of wind, water, ice, or gravity.

Erosion, sediment and pollution control plan means a plan required by the Erosion and Sedimentation Act, O.C.G.A. Title 12, Chapter 7, that includes, as a minimum, protections at least as stringent as the state general permit, best management practices, and requirements in section 42-63(c) of this article.

Fill means a portion of land surface to which soil or other solid material has been added; the depth above the original ground surface or an excavation.

Final stabilization means all soil disturbing activities at the site have been completed, and that for unpaved areas and areas not covered by permanent structures and areas located outside the waste disposal limits of a landfill cell that has been certified by EPD for waste disposal, 100 percent of the soil surface is uniformly covered in permanent vegetation with a density of 70 percent or greater, or landscaped according to the plan (uniformly covered with landscaping materials in planned landscaped areas), or equivalent permanent stabilization measures as defined in the manual (excluding a crop of annual vegetation and a seeding of target crop perennials appropriate for the region). Final stabilization applies to each phase of construction.

Finished grade means the final elevation and contour of the ground after cutting or filling and conforming to the proposed design.

Grading means altering the shape of ground surfaces to a predetermined condition; this includes stripping, cutting, filling, stockpiling and shaping or any combination thereof and shall include the land in its cut or filled condition.

Ground elevation means the original elevation of the ground surface prior to cutting or filling.

Land-disturbing activity means any activity which may result in soil erosion from water or wind and the movement of sediments into state water or onto lands within the state, including, but not limited to, clearing,

dredging, grading, excavating, transporting, and filling of land but not including agricultural practices as described in paragraph (5) of O.C.G.A. § 12-7-17.

Larger common plan of development or *sale* means a contiguous area where multiple separate and distinct construction activities are occurring under one plan of development or sale. For purposes of this paragraph, "plan" means an announcement; piece of documentation such as a sign, public notice or hearing, sales pitch, advertisement, drawing, permit application, zoning request, or computer design; or physical demarcation such as boundary signs, lot stakes, or surveyor markings, indicating that construction activities may occur on a specific plot.

Local issuing authority means the City of Griffin, Georgia, which is certified pursuant to subsection (a) of O.C.G.A. § 12-7-8.

Maintenance means actions necessary or appropriate for retaining or restoring a currently serviceable improvement to the specified operable condition to achieve its maximum useful life. Maintenance includes emergency reconstruction of recently damaged parts of a currently serviceable structure so long as it occurs within a reasonable time after damage occurs. Maintenance does not include any modification that changes the character, scope or size of the original design.

Major buffer impact means any impact that does not meet the definition of a "minor buffer impact."

Minor buffer impact means an impact that upon completion yields no additional above ground, man-made materials or structures within the buffer, maintains the original grade, and results in less than 5,000 square feet of buffer impacts per stream crossing and/or less than 5,000 square feet of buffer impacts per individual area of encroachment for each project.

Metropolitan River Protection Act (MRPA) means a state law referenced as O.C.G.A. § 12-5-440, et seq., which addresses environmental and developmental matters in certain metropolitan river corridors and their drainage basins.

Natural ground surface means the ground surface in its original state before any grading, excavation or filling.

Nephelometric turbidy units (NTU) means numerical units of measure based upon photometric analytical techniques for measuring the light scattered by finely divided particles of a substance in suspension. This technique is used to estimate the extent of turbidity in water in which colloidally dispersed particles are present.

Notice of intent (NOI) means a notice of intent form provided by EPD for coverage under the state general permit.

Notice of termination (NOT) means a notice of termination form provided by EPD to terminate coverage under the state general permit.

Operator means the party or parties that have:

(1) Operational control of construction project plans and specifications, including the ability to make modifications to those plans and specifications; or

(2) Day-to-day operational control of those activities that are necessary to ensure compliance with a stormwater pollution prevention plan for the site or other permit conditions, such as a person authorized to direct workers at a site to carry out activities required by the stormwater pollution prevention plan or to comply with other permit conditions.

Outfall means the location where storm water in a discernible, confined and discrete conveyance, leaves a facility or site or, if there is a receiving water on site, becomes a point source discharging into that receiving water.

Permit means the authorization necessary to conduct a land-disturbing activity under the provisions of this article.

Person means any individual, partnership, firm, association, joint venture, public or private corporation, trust, estate, commission, board, public or private institution, utility, cooperative, state agency, municipality or other political subdivision of this state, any interstate body, or any other legal entity.

Phase or *phased* means subparts or segments of construction projects where the subpart or segment is constructed and stabilized prior to completing construction activities on the entire construction site.

Project means the entire proposed development project regardless of the size of the area of land to be disturbed.

Properly designed means designed in accordance with the design requirements and specifications contained in the "Manual for Erosion and Sediment Control in Georgia" (manual), published by the Georgia Soil and Water Conservation Commission as of January 1 of the year in which the land-disturbing activity was permitted and amendments to the manual as approved by the commission up until the date of NOI submittal.

Roadway drainage structure means a device, such as a bridge, culvert, or ditch, composed of a virtually nonerodible material such as concrete, steel, plastic, or other such material that conveys water under a roadway by intercepting the flow on one side of a traveled way consisting of one or more defined lanes, with or without shoulder areas, and carrying water to a release point on the other side.

Sediment means solid material, both organic and inorganic, that is in suspension, is being transported, or has been moved from its site of origin by air, water, ice, or gravity as a product of erosion

Sedimentation means the process by which eroded material is transported and deposited by the action of water, wind, ice, or gravity.

Soil and water conservation district approved plan means an erosion and sediment control plan approved in writing by Towaliga Soil and Water Conservation District.

Stabilization means the process of establishing an enduring soil cover of vegetation by the installation of temporary or permanent structures for the purpose of reducing to a minimum the erosion process and the resultant transport of sediment by wind, water, ice, or gravity.

State general permit means the National Pollution Discharge Elimination System general permit or permits for storm-water runoff from construction activities as is now in effect or as may be amended or reissued in the future pursuant to the state's authority to implement the same through federal delegation under the Federal Water Pollution Control Act, as amended, 33 U.S.C. Section 1251, et seq., and subsection (f) of O.C.G.A. § 12-5-30.

State waters includes any and all rivers, streams, creeks, branches, lakes, reservoirs, ponds, drainage systems, springs, wells, and other bodies of surface or subsurface water, natural or artificial, lying within or forming a part of the boundaries of the state, which are not entirely confined and retained completely upon the property of a single individual, partnership, or corporation.

Stream bank means the confining cut of a stream channel and is usually identified as the point where the normal stream flow has wrested the vegetation. For nontrout waters, the normal stream flow is any stream flow that consists solely of base flow or consists of both base flow and direct runoff during any period of the year. Base flow results from groundwater that enters the stream channel through the soil. This includes spring flows into streams. Direct runoff is the water entering stream channels promptly after rainfalls or snow melts.

Structural erosion and sedimentation control measures mean practices for the stabilization of erodible or sediment-producing areas by utilizing the mechanical properties of matter for the purpose of either changing the surface of the land or storing, regulating or disposing of runoff to prevent excessive sediment loss. Examples of structural erosion and sediment control practices are riprap, sediment basins, dikes, level spreaders, waterways or outlets, diversions, grade stabilization structures, sediment traps and land grading, etc. Such practices can be found in the "Manual for Erosion and Sediment Control in Georgia."

Trout streams means all streams or portions of streams within the watershed as designated by the Wildlife Resources Division of the Georgia Department of Natural Resources under the provisions of the Georgia Water Quality Control Act, O.C.G.A. § 12-5-20, et seq. Streams designated as primary trout waters are defined as water supporting a self-sustaining population of rainbow, brown or brook trout. Streams designated as secondary trout waters are those in which there is no evidence of natural trout reproduction, but are capable of supporting trout throughout the year. First order trout waters are streams into which no other streams flow except springs.

Vegetative measures mean measures for the stabilization of erodible or sediment-producing areas by covering the soil with:

(1) Permanent seeding, sprigging or planting, producing long-term vegetative cover; or

(2) Temporary seeding, producing short-term vegetative cover; or

(3) Sodding, covering areas with a turf of perennial sod-forming grass.

Such measures can be found in the publication Manual for Erosion and Sediment Control in Georgia.

Watercourse means any natural or artificial watercourse, stream, river, creek, channel, ditch, canal, conduit, culvert, drain, waterway, gully, ravine, or wash in which water flows either continually or intermittently and which has a definite channel, bed and banks, and including any area adjacent thereto subject to inundation by reason of overflow or floodwater.

Water quality means the chemical, physical, and biological characteristics of the State's water resources.

Wetlands mean those areas that are inundated or saturated by surface or ground water at a frequency and duration sufficient to support, and that under normal circumstances do support a prevalence of vegetation typically adapted for life in saturated soil conditions. Wetlands generally include swamps, marshes, bogs and similar areas.

(Ord. No. 17-17, § 1, 11-28-2017)

Sec. 42-63. Minimum requirements for erosion, sedimentation and pollution control.

(a) *General provisions.* Excessive soil erosion and resulting sedimentation can take place during land-disturbing activities if requirements of this article and the state general permit are not met. Therefore, plans for those land-disturbing activities which are not exempted by this article under section 42-64 shall be prepared and approved before the land-disturbing activity takes place. The minimum requirements of section 42-65(c) and the state general permit shall be incorporated into the erosion, sedimentation and pollution control plan. Soil erosion, sedimentation and pollution control measures and practices shall conform to the minimum requirements of subsections (b) and (c) of this section. The application of measures and practices shall apply to all features of the site including street and utility installations, drainage facilities and other temporary and permanent improvements. Measures shall be installed to prevent or control erosion, sedimentation, and pollution during all stages of any land-disturbing activity until the site is finally stabilized in accordance with requirements of this article and the state general permit.

(b) *Best management practices required; minimum standards:*

(1) Best management practices shall be required for all projects involving land-disturbing activities, including those exempt from permitting and/or requiring an approved plan under section 42-64. Proper design, installation, and maintenance of best management practices shall constitute a complete defense to any action by the director or local issuing authority or to any other allegation of noncompliance with this article, paragraph (2) of O.C.G.A. § 12-7-5, or any substantially similar terms contained in a permit for the discharge of stormwater issued pursuant to subsection (f) of O.C.G.A. § 12-5-30. As used in this subsection, the terms "proper design" and "properly designed" mean designed

in accordance with the hydraulic design specifications contained in the "Manual for Erosion and Sediment Control in Georgia."

(2) A discharge of stormwater runoff from disturbed areas where best management practices have not been properly designed, installed, and/or maintained shall constitute a separate violation of this article, any land-disturbing permit issued by the local issuing authority, or any state general permit issued by the division pursuant to subsection (f) of O.C.G.A. § 12-5-30, for each day on which such discharge results in the turbidity of receiving waters being increased by more than 25 nephelometric turbidity units for waters supporting warm water fisheries or by more than ten nephelometric turbidity units for waters classified as trout streams. The turbidity of the receiving waters shall be measured in accordance with guidelines to be issued by the director. This subsection shall not apply to any land disturbance associated with the construction of single-family homes which are not part of a larger common plan of development or sale unless the planned disturbance for such construction is equal to or greater than five acres.

(3) Failure to properly design, install, and/or maintain best management practices shall constitute a violation of this article, any land-disturbing permit issued by the local issuing authority or any state general permit issued by the division pursuant to subsection (f) of O.C.G.A. § 12-5-30 for each day on which such failure occurs; provided, however, the fact that land-disturbing activity for which a permit has been issued results in injury to the property of another shall not, without corroborating evidence, constitute proof of or create a presumption of a violation of the standards provided for in this article or the terms of a permit issued hereunder. For purposes of this paragraph, maintenance shall be defined as actions necessary or appropriate for retaining or restoring a currently serviceable improvement to its specified operable condition to achieve its maximum useful life. Maintenance includes emergency reconstruction of recently damaged parts of a currently serviceable structure so long as it occurs within a reasonable period of time after damage occurs. Maintenance does not include any modification that changes the character, scope or size of the original design and serviceable shall be defined as usable in its current state or with minor maintenance but not so degraded as to essentially require reconstruction.

(4) The director or local issuing authority may require reasonable and prudent monitoring and reporting of the turbidity level of receiving waters into which discharges from land-disturbing activities occur.

(5) Neither the approval of any permit under the provisions of this article nor failure of the local issuing authority, division, or director to enforce compliance with the provisions of this article or any permit issued hereunder shall relieve any person from legal liability for damages to others caused by such person's land-disturbing activity, nor create any right of action against or impose any liability upon the local issuing authority, division or director for damages to any persons or property.

(6) No provision of this article shall authorize any person to violate Article 2 of Chapter 5 of O.C.G.A. Chapter 12, the "Georgia Water Quality Control Act", or to pollute any waters of the State of Georgia as defined herein.

(c) *Minimum requirements.* For the purpose of regulating land-disturbing activities, every person shall be required, at a minimum, to follow protections at least as stringent as the state general permit and best management practices, including sound conservation and engineering practices to prevent and minimize erosion and resultant sedimentation, which are consistent with, and no less stringent than, those practices contained in the "Manual for Erosion and Sediment Control in Georgia", as well as the following:

(1) Stripping of vegetation, regrading and other development activities shall be conducted in a manner so as to minimize erosion.

(2) Cut-fill operations must be kept to a minimum.

(3) Development plans must conform to topography and soil type so as to create the lowest practical erosion potential.

(4) Whenever feasible, natural vegetation shall be retained, protected and supplemented.

(5) The disturbed area and the duration of exposure to erosive elements shall be kept to a practicable minimum.

(6) Disturbed soil shall be stabilized as quickly as practicable.

(7) Temporary vegetation or mulching shall be employed to protect exposed critical areas during development.

(8) Permanent vegetation and structural erosion control measures shall be installed as soon as practicable.

(9) To the extent necessary, sediment in run-off water must be trapped by the use of debris basins, sediment basins, silt traps, or similar measures until the disturbed area is stabilized. As used in this paragraph, a disturbed area is stabilized when it is brought to a condition of continuous compliance with the requirements of this section.

(10) Adequate provisions must be provided to minimize damage from surface water to the cut face of excavations or the sloping surface of fills.

(11) Cuts and fills may not endanger adjoining property.

(12) Fills may not encroach upon natural watercourses or constructed channels in a manner so as to adversely affect other property owners.

(13) Grading equipment must cross flowing streams by means of bridges or culverts except when such methods are not feasible, provided, in any case, that such crossings are kept to a minimum.

(14) Erosion, sedimentation and pollution control plans shall include provisions for treatment or control of any source of sediments and adequate sedimentation control facilities to retain sediments on site or preclude sedimentation of adjacent properties and waters beyond the levels specified in section 42-63(b).

(d) *Establishment of buffer; exceptions; variance of buffer width; land-disturbing activities within buffers.* Buffers on state waters are valuable in protecting and conserving land and water resources; therefore, minimum mandatory buffers should be established and protected. In accordance with O.C.G.A. § 12-7-6(b)(15), there is hereby established a minimum 25-foot natural, undisturbed buffer along the banks of all state waters within the jurisdiction of the City of Griffin, as measured horizontally from the point where vegetation has been wrested by normal stream flow or wave action; provided, however, that where it is not readily evident that vegetation has been wrested from the stream bank, the buffer shall be measured horizontally from the stream bank as defined in this article. Excepted from this minimum buffer requirement are state waters meeting those conditions: (i) as provided by paragraphs 16 and 17 of subsection (b) of O.C.G.A. § 23-7-6; (ii) where the director determines to allow a variance that is at least as protective of natural resources and the environment in accordance with Rules and Regulations of the Department § 391-3-7-.05; (iii) where otherwise allowed by the director pursuant to O.C.G.A. § 12-2-8; (iv) where a drainage structure or a roadway drainage structure must be constructed, provided that adequate erosion control measures are incorporated into the project plans and specifications and are implemented; (v) along any ephemeral stream, or (vi) where shoreline or streambank stabilization structures are installed to prevent erosion under a plan or pursuant to a permit issued by the city. Unless exempted as along an ephemeral stream, following completion of construction and stabilization of the land-disturbing activity site, a buffer of at least 25 feet shall remain in place, subject to the uses and limitations imposed thereon by law, unless the director issues a variance, pursuant to O.C.G.A. § 12-7-6(b)(15)(A)(ii). The city as local issuing authority has no power to waive the requirements of this section or issue any variance therefrom.

The following requirements shall apply to any such buffer:

(1) No land-disturbing activities shall be conducted within any buffer and a buffer shall remain in its natural, undisturbed, state of vegetation until all land-disturbing activities on the construction site are completed, except as otherwise provided by this section. Once the final stabilization of the site is achieved, a property owner may apply to the city for a permit to thin or trim vegetation within the buffer as long as a protective vegetative cover remains to protect water quality and aquatic habitat and a natural tree canopy is left in sufficient quantity to keep shade on the stream bed; provided, however, any person constructing a single-family residence, when such residence is constructed by or under contract with the owner for his or her own occupancy, may thin or trim vegetation in a buffer at any time as long as protective vegetative cover remains to protect water quality and aquatic habitat and a natural canopy is left in sufficient quantity to keep shade on the stream bed; and

(2) Permitted land uses or activities within the buffer are as follows:

a. A project involving the construction or repair of an existing infrastructure project or a structure that, by its nature, must be located within the buffer. Such structures include, but are not limited to, dams, public water supply intake structures, detention/retention ponds, wastewater discharges, docks including access ways, boat launches including access ways, and stabilization of areas of public access to water;

b. A project that will result in the restoration of or an enhancement to improve water quality and/or aquatic habitat;

c. Buffer intrusion necessary to provide reasonable access to a property or properties;

d. Buffer intrusion for water and sewer lines that cannot reasonably be placed outside the buffer, under generally accepted engineering practices, provided that stream crossings occur at an angle, as measured from the point of crossing, within 25 degrees of perpendicular to the stream; they cause a width of disturbance of not more than 50 feet within the buffer; and adequate erosion control measures are incorporated into the project plans and specifications and are implemented;

e. Buffer intrusions and stream crossings for other utilities, including but not limited to gas, liquid, power, telephone, telecommunications, and other pipelines, provided that the number of crossings and the amount of vegetative disturbance are minimized and adequate erosion control measures are incorporated into the project plans and specifications and are implemented;

f. Recreational foot trails and viewing areas (non-pervious), provided that impacts to the buffer are minimal;

g. Projects where the proposed land-disturbing activity within the buffer has been permitted by the U.S. Army Corps of Engineer under Sec. 404 of the Federal Water Pollution Control Act Amendment of 1972, 33 U.S.C. § 1344, and the Corps of Engineers has approved a mitigation plan to be implemented as a condition of such permit; or

h. Projects and activities for which a plan has been approved by the division that shows that, even with the proposed land-disturbing activity within the buffer, the completed project will result in maintained or improved water quality downstream of the project;

(3) Where the use or land-disturbing activity within the buffer has been otherwise permitted or exempted through rules and regulations of the board of the department of natural resources.

(Ord. No. 17-17, § 1, 11-28-2017)

Sec. 42-64. Exemptions from permitting requirements of this article.

The permit required by this article shall apply to any land-disturbing activity undertaken by any person on any land within the City of Griffin, except for the following:

(1) *Surface mining:* Surface mining, as the same is defined in O.C.G.A. § 12-4-72, "The Georgia Surface Mining Act of 1968";

(2) *Granite quarrying:* Granite quarrying and land clearing for such quarrying;

(3) *Minor land-disturbing activities:* Such minor land-disturbing activities as home gardens and individual home landscaping, repairs, maintenance work, fences and other related activities which result in minor soil erosion, provided the result of such activity is not to materially alter any finished grade incorporated into an approved erosion, sedimentation and pollution control plan, drainage plan, grading plan, or approved development or construction plan for a project which has been implemented, or otherwise alters, obstructs, impedes or renders ineffective any drainage structure from performing as designed;

(4) *Single-family residences:* The construction of single-family residences, when such construction disturbs less than one acre and is not a part of a larger common plan of development or sale with a planned disturbance of equal to or greater than one acre and not otherwise exempted under this paragraph; provided, however, that construction of any such residence shall conform to the minimum requirements as set forth in section 42-63 and this paragraph, and shall not materially alter any finished grade incorporated into any approved development or construction plan which has been implemented, or otherwise alter, obstruct, impede or render ineffective any drainage structure from performing as designed. For single-family residence construction exempted by the provisions of this paragraph, there shall be a buffer zone between the residence and any state waters of at least 25 horizontal feet, in which no land-disturbing activities shall take place nor shall any permanent structures be erected or impervious surface constructed, and no variance to a smaller buffer shall be granted.

(5) *Agricultural operations:* Agricultural operations as defined in O.C.G.A. § 1-3-3 to include those practices involving the establishment, cultivation, or harvesting of products of the field or orchard; the preparation and planting of pasture land; farm ponds; dairy operations; livestock and poultry management practices; and the construction of farm buildings.

(6) *Forestry land management practices, including timber harvesting:* All tree harvesting and forestry management activities performed in accordance with generally accepted forestry land management practices; provided, however, that when such exempt forestry practices cause or result in land-disturbing or other activities otherwise prohibited in a buffer, as established by O.C.G.A. § 12-7-6(b)(15) and section 42-63(d) of this article, no other land-disturbing activities, except for normal forest management practices, shall be allowed on the entire property upon which the forestry practices were conducted for a period of three years after the completion of such forestry practices.

(7) *Natural resource conservation service projects:* Any project carried out under the technical supervision of the Natural Resource Conservation Service (NRCS) of the United States Department of Agriculture;

(8) *Projects involving less than one acre:* Any project involving less than one acre of disturbed area; provided, however, that this exemption shall not apply to any land-disturbing activity within a larger common plan of development or sale with an overall planned disturbance of equal to or greater than one acre or within 200 feet of the bank of any state waters, and for purposes of this paragraph, "state waters" excludes channels and drainageways which have water in them only during and immediately after rainfall events and intermittent streams which do not have water in them year-round; provided, however, that any person responsible for a project which involves less than one acre, which involves

any land-disturbing activity, and which is within 200 feet of any such excluded channel or drainageway must prevent sediment from moving beyond the boundaries of the property on which such project is located;

(9) *Public works projects:* Construction or maintenance projects, or both, undertaken or financed in whole or in part, or both, by the department of transportation, the Georgia Highway Authority, or the state road and tollway authority; or any road construction or maintenance project, or both, undertaken by any county or municipality; provided, however, that construction or maintenance projects of the department of transportation or the state road and tollway authority which disturb one or more contiguous acres of land shall be subject to the provisions of O.C.G.A. § 12-7-7.1; except where the department of transportation, the Georgia Highway Authority, or the state road and tollway authority is a secondary permittee for a project located within a larger common plan of development or sale under the state general permit, in which case a copy of the notice of intent shall be submitted to the local issuing authority, and the local issuing authority shall enforce compliance with the minimum requirements set forth in O.C.G.A. § 12-7-6 as if the permit had been issued, and violations shall be subject to the same penalties as violations by permit holders;

(10) *Electrical system projects:* Any land-disturbing activities conducted by any electric membership corporation or municipal electrical system or any public utility under the regulatory jurisdiction of the public service commission, any utility under the regulatory jurisdiction of the Federal Energy Regulatory Commission, any cable television system a defined in O.C.G.A. § 36-18-1, or any agency or instrumentality of the United States engaged in the generation, transmission, or distribution of power; except where an electric membership corporation or municipal electrical system or any public utility under the regulatory jurisdiction of the public service commission, any utility under the regulatory jurisdiction of the Federal Energy Regulatory Commission, any cable television system as defined in O.C.G.A. § 36-18-1, or any agency or instrumentality of the United States engaged in the generation, transmission, or distribution of power is a secondary permittee for a project located within a larger common plan of development or sale under the state general permit, in which case the local issuing authority shall enforce compliance with the minimum requirements set forth in O.C.G.A. § 12-7-6 as if a permit had been issued, and violations shall be subject to the same penalties as violations by permit holders; and

(11) *Any public water system reservoirs.*

Nothing contained in this section shall prevent the local issuing authority from regulating development, including land disturbing activities, of a project not specifically exempted from permitting under this article within the foregoing categories. Furthermore, the exemptions of this section shall apply only to permitting requirements imposed by this article and shall not exempt a project under other regulations imposed by the city.

(Ord. No. 17-17, § 1, 11-28-2017)

Sec. 42-65. Application/permit process.

(a) *Generally.* No land-disturbing activity shall be conducted within the City of Griffin, except those land-disturbing activities exempted from permitting in accordance with section 42-64, without the operator first securing a permit from the local issuing authority and/or providing notice of intent to the division, with a copy submitted to the local issuing authority. Before undertaking any land-disturbing activity, the property owner, developer and designated planners and engineers shall review the general development plans, ordinances and requirements of the local issuing authority that affect the tract to be developed and the areas surrounding it. They shall review the Unified Development Code, stormwater management regulations

and permitting requirements, flood damage prevention regulations, this article, and any other codes and ordinances which regulate the development of land within the jurisdictional boundaries of the City of Griffin.

(b) *Application requirements:*

(1) The application for a permit shall be made only in the name of the owner and/or operator; provided, however, if the operator is not the owner holding record legal title to the property on which the land-disturbing activity is to occur, the name, mailing address and telephone number of the owner shall be stated in the application. Every operator, who is not the owner, shall provide written designation of his authority. Applications shall be submitted to the director of planning and development, in proper form, and must include five copies of the applicant's proposed erosion, sediment and pollution control plan, with supporting data, as necessary. Said plans shall include, as a minimum, the data specified in subsection (c) of this section. Erosion, sediment and pollution control plans shall conform to the provisions of section 42-63(c). All applications shall contain a certification stating the plan preparer or the designee thereof visited the site prior to creation of the plan in accordance with EPD Rule 391-3-7-.10. Incomplete applications and plans, which on their face fail to conform to this section, shall be promptly returned to the applicant.

(2) A local permitting fee, in the amount of $20.00 shall be charged for each acre, or fraction thereof, in the project area, regardless of actual size of land-disturbing activity on the project site; provided, however, for any project of 500 acres or more, the fee shall be $10.00 per acre or fraction thereof. No application shall be deemed complete unless the requisite fees are paid to the local issuing authority at time of filing. This fee shall be retained by the local issuing authority and shall cover the cost of plan review and permit issuance.

(3) In addition to the local permitting fees, fees will also be assessed pursuant to paragraph (5)(a) of O.C.G.A. § 12-5-23, provided such fees shall not exceed $80.00 per acre of land-disturbing activity, and these fees shall be calculated and paid by the primary permittee as defined in the state general permit for each acre of land-disturbing activity included in the planned development of each phase of development. All applicable fees shall be paid prior to issuance of the land-disturbance permit. One-half of the fees levied under this subsection shall be remitted by the primary permittee directly to the division; the other half shall be submitted to the local issuing authority to cover the costs of inspections and enforcement.

(4) Upon receipt of a complete application and plan in proper form, and payment of all required fees, the director of stormwater management shall immediately refer the application and plans to the district for its review and approval, or disapproval, concerning the adequacy of the erosion and sedimentation control plan. The district shall approve or disapprove a plan within 35 days of receipt. Failure of the district to act within 35 days shall be considered an approval of the pending plan. The results of the district review shall be promptly forwarded, in writing, to the local issuing authority. No permit shall be issued unless the plan has been approved by the district, and any variances required by section 42-63(c), if required, and bonding have been obtained. District review will not be required if the local issuing authority and the district have entered into a written agreement which allows the local issuing authority to conduct such review and approval of the plan without referring the application and plan to the district. A local issuing authority with plan review authority shall approve or disapprove a plan submittal within 35 days of receipt. Failure of the local issuing authority with plan review authority to act within 35 days shall be considered an approval of the plan submittal.

(5) If a permit applicant has had two or more violations of previous permits (either in this or any other jurisdiction), of this Article, or the Georgia Erosion and Sedimentation Control Act, as amended, within three years prior to the date of filing of the application under consideration, the local issuing authority may deny the permit application, or condition its approval on the posting of a performance bond.

(6) The local issuing authority shall require the permit applicant to post a performance bond, in the form of a surety bond issued by a company licensed in the State of Georgia and returnable to the City of Griffin, government security, cash, or any combination thereof up to, but not exceeding, $3,000.00 per acre or fraction thereof of the proposed land-disturbing activity, as a condition for issuing the permit. If the applicant does not comply with this article or with the conditions of the permit after issuance, the local issuing authority may call the bond, or any part thereof, to be forfeited and may use the proceeds to hire a contractor to stabilize the site of the land-disturbing activity and bring it into compliance.

(7) Where the local issuing authority intends to revoke or suspend a permit and call the bond (or a portion thereof) to be forfeited, notice of such action shall be given in writing to the permit holder. The aggrieved party is entitled to request, in writing, within five business days of receipt of notice, a hearing before the city manager, or his designated hearing officer. Such hearing shall be informally conducted, but held in such manner as to afford the applicant fundamental due process. A hearing record shall be prepared by the city. Any person aggrieved by a final determination of the city manager or his designee shall be entitled to file a petition for writ of certiorari to the Superior Court of Spalding County, Georgia, within 30 days of written notice of such final action.

(c) *Plan requirements:*

(1) Plans must be prepared to meet the minimum requirements as contained in section 42-63(c) of this article and the state general permit. Conformance with the minimum requirements may be attained through the use of design criteria in the current issue of the Manual for Erosion and Sediment Control in Georgia, published by the State Soil and Water Conservation Commission as a guide; or through the use of alternate design criteria which conform to sound conservation and engineering practices. The Manual for Erosion and Sediment Control in Georgia is hereby incorporated by reference into this article, and may be referenced over the Internet at "www.gaswcc.org". The plan for the land-disturbing activity shall consider the interrelationship of the soil types, geological and hydrological characteristics, topography, watershed, vegetation, proposed permanent structures including roadways, constructed waterways, sediment control and stormwater management facilities, local ordinances and state laws.

(2) Data required for the site plan shall include all information requested on the appropriate Erosion, Sediment and Pollution Control Plan Review Checklist, established by the commission as of January 1 of the year in which the land-disturbing activity was permitted.

(d) *Permits:*

(1) Permits shall be issued or denied as soon as practicable but in any event not later than 45 days after receipt by the local issuing authority of a completed application and payment of all applicable fees, provided bonding and variances, where necessary, are obtained. Failure to act within 45 days of receipt of a completed application shall be considered an approval of the permit. The permit shall expressly state all conditions or restrictions under which the activity may be undertaken.

(2) No permit shall be issued by the local issuing authority unless the erosion, sediment and pollution control plan has been approved by the district or the local issuing authority, and the local issuing authority has affirmatively determined that the plan is in compliance with this article, any variances required by section 42-63(c) are obtained, bonding requirements are met and all codes, ordinances and other applicable rules and regulations in effect within the jurisdictional boundaries of the local issuing authority have been satisfied. If the permit is denied, the reason(s) for denial shall be stated, in writing, setting forth specifically wherein the application or plan is deficient, and served by regular U.S. mail upon the applicant, with notice of the right to appeal.

(3) If the project is to be developed in phases, a phased development schedule may be agreed to, in writing, with the director of stormwater management. In most cases the entire project site shall be required to permit and install erosion and sediment control measures for the entire site prior to any

land-disturbing activities. Where phasing is permitted, a separate permit shall be required for each phase.

(4) The permit may be suspended, revoked, or modified by the local issuing authority, as to all or any portion of the land affected by the plan, upon finding that the holder or his successor in title is not in compliance with the approved erosion, sediment and pollution control plan or that the holder or his successor in title is in violation of this article. A holder of a permit shall notify any purchaser of any portion of the land affected by the approved plan of the conditions contained in the permit, and all current and future maintenance obligations imposed thereon, whether under this article or related ordinances.

(5) A permit issued under this article shall not be valid for work commencing more than six months after its issuance date. Where work is not timely commenced, or work on the project is suspended for more than three months after commencement, the local issuing authority shall automatically suspend the permit, until the applicant provides an affidavit from a registered or certified professional in engineering, architecture, landscape architecture, land surveying, or erosion and sedimentation control, certifying that, based upon diligent investigation, including an on-site inspection, no material changes have occurred since the erosion and sediment control plan was originally approved.

(6) Any change or amendment of design and construction plans for the project which may materially impact or negate the permit based on original approval of an erosion, sediment, and pollution control plan shall require a permit amendment. All amendments shall be applied for in writing and follow the same procedure as original applications for a permit.

(7) Any land-disturbing activities by the City of Griffin shall be subject to the same requirements of this article, and any other laws and ordinances relating to land development, as are applied to private persons and the division shall enforce such requirements upon the city. Erosion, sediment and pollution control plans for the local issuing authority shall be submitted to the district for review and approval or disapproval.

(Ord. No. 17-17, § 1, 11-28-2017)

Sec. 42-66. Inspections and citations.

(a) *Inspections.* Inspections and compliance monitoring, pursuant to this article, shall be conducted by the stormwater management department, and their designated inspectors. The inspector shall periodically inspect the site of land-disturbing activities for which permits have been issued to determine if the activities are being conducted in accordance with the plan and if the measures required in the plan are effective in controlling erosion and sedimentation. Also, the local issuing authority shall regulate primary, secondary and tertiary permittees as such terms are defined in the state general permit. Primary permittees shall be responsible for installation and maintenance of best management practices where the primary permittee is conducting land-disturbing activities. Secondary permittees shall be responsible for installation and maintenance of best management practices where the secondary permittee is conducting land-disturbing activities. Tertiary permittees shall be responsible for installation and maintenance where the tertiary permittee is conducting land-disturbing activities. If, through inspection, it is deemed that a person engaged in a land-disturbing activity as defined herein has failed to comply with the approved plan, with permit conditions, or with the provisions of this article or O.C.G.A. § 12-7-1, et seq., a written notice to comply shall be served immediately upon that person. The notice shall set forth the measures necessary to achieve compliance and shall state the time within which such measures must be completed. Except as provided in section 42-67, the inspector may require that all land-disturbing activities be stopped until necessary corrective action and mitigation have been taken. If the person engaged in the land-disturbing activity fails to comply within the time specified, he shall be deemed in violation of this article.

(b) *Inspection authority.* The local issuing authority shall have the power to conduct such investigations as it may reasonably deem necessary to carry out its duties as prescribed in this article, and for this purpose to enter at reasonable times upon any property, public or private, for the purpose of investigation and inspecting the sites of land-disturbing activities.

(c) *Right of entry for inspection.* No person shall refuse entry or access to any authorized representative or agent of the local issuing authority, the commission, the district, or division, who requests entry for the purposes of inspection, and who presents appropriate credentials, nor shall any person obstruct, hamper or interfere with any such representative while in the process of carrying out his official duties.

(Ord. No. 17-17, § 1, 11-28-2017)

Sec. 42-67. Penalties and enforcement.

(a) *Mandatory stop-work orders; injunctive relief.* If any person commences any land-disturbing activity requiring a land-disturbing permit as prescribed in this article without first obtaining a required permit, fails to maintain a required buffer of state waters, or significant amounts of sediment (as determined through inspection by the local issuing authority, the commission, the district or the division) have been or are being discharged into state waters and where best management practices have not been properly designed, installed and maintained, a stop-work order shall be issued by the local issuing authority. Such stop-work order shall be effective immediately upon issuance and shall remain in effect until the necessary corrective action or mitigation has occurred. Such stop-work order shall apply to all work being performed or undertaken on the site, including non-land-disturbing activities, with the exception of the installation and maintenance of temporary or permanent erosion and sediment controls necessary to bring the project into compliance. If the person to whom such order is directed fails to comply, the person shall be subject to injunction of the project, work or activity from the superior court of the county where such person resides, or in the case of a non-resident of this state, from the Superior Court of Spalding County; provided, however, where exigent circumstances exist, the local issuing authority may apply to the Superior Court of Spalding County for a temporary restraining order without the necessity of showing an adequate remedy at law exists.

(b) *Bond forfeiture.* If, through inspection, it is determined that a person engaged in land-disturbing activities has failed to comply with the approved plan, a written notice to comply setting forth the measures necessary to achieve compliance with the plan and stating the time within which such measures must be completed has been given, and the person engaged in the land-disturbing activity fails to comply within the time specified, he shall be deemed to have forfeited his performance bond, posted under the provisions of section 42-65. The local issuing authority may call the bond or any part thereof to be forfeited and may use the proceeds to hire a contractor to stabilize the site of the land-disturbing activity and bring it into compliance with the plan and this article.

(c) *Monetary penalties.* In addition, and cumulative of the above, any person who violates the Georgia Erosion and Sedimentation Control Law, O.C.G.A. Title 12, Chapter 7, or the rules and regulations promulgated thereunder, any provision of this article, or any permit condition or limitation established pursuant to this article, or who negligently or intentionally fails or refuses to comply with any stop-work order of the local issuing authority shall be subject to appear, upon citation, before the Municipal Court of the City of Griffin. Each day during which the violation or failure or refusal to comply continues shall constitute a separate violation. The general limitations of law on the jurisdiction of municipal courts notwithstanding, any person found liable in the municipal court for violating any provision of law or this article, or who violates any permit condition or limitation, or negligently or intentionally fails or refuse to comply with any stop-work order issued by the local issuing authority, shall be liable for a civil penalty not to exceed $2,500.00 per day for each violation, together with forfeiture or revocation of any regulatory license, work permit or other authorization for the conduct of a business and associated work activities within the jurisdictional boundaries of the local issuing authority's jurisdiction.

(Ord. No. 17-17, § 1, 11-28-2017)

Sec. 42-68. Education and certification.

(a) Persons involved in land development design, review, permitting, construction, monitoring, or inspection or any land-disturbing activity shall meet the education and training certification requirements, dependent upon their level of involvement with the process, as developed by the commission in consultation with the division and the stakeholder advisory board created pursuant to O.C.G.A. § 12-7-20.

(b) For each site on which land-disturbing activity occurs, each entity or person acting as either a primary, secondary, or tertiary permittee, as defined in the state general permit, shall have a minimum of one person who is in responsible charge of erosion and sedimentation control activities on behalf of said entity or person and meets the applicable education or training certification requirements developed by the commission present on site whenever land-disturbing activities are conducted on that site. A project site shall herein be defined as any land-disturbance site or multiple sites within a larger common plan of development or sale permitted by an owner or operator for compliance with the state general permit.

(c) Persons or entities involved in projects not requiring a state general permit but otherwise requiring certified personnel on site may contract with certified persons to meet the requirements of this article.

(d) If a state general permittee who has operational control of land-disturbing activities for a site has met the certification requirements of paragraph (1) of subsection (b) of O.C.G.A. § 12-7-19, then any person or entity involved in land-disturbing activity at that site and operating in a subcontractor capacity for such permittee shall meet the educational requirements specified in paragraph (4) of subsection (b) of O.C.G.A. § 12-7-19 and shall not be required to meet any educational requirements that exceed those specified in said paragraph.

(Ord. No. 17-17, § 1, 11-28-2017)

Sec. 42-69. Administrative appeal and judicial review.

(a) *Administrative remedies.* The suspension, revocation, modification or grant with conditions of a permit by the local issuing authority upon finding that the holder is not in compliance with the approved erosion, sediment and pollution control plan, or that the holder is no violation of permit conditions, or that the holder is in violation of any related environmental ordinance or development requirement, shall entitle the person holding the permit to a hearing before the city manager, within five business days after receipt by the local issuing authority of a written notice requesting to be heard. The decision of the city manager shall be final.

(b) *Judicial review.* Any person aggrieved by a final decision or order of the local issuing authority, after exhaustion of his administrative remedies, shall have the right to petition the Superior Court of Spalding County, Georgia, for a writ of certiorari.

(Ord. No. 17-17, § 1, 11-28-2017)

Secs. 42-70—42-90. Reserved.

ARTICLE IV. ILLICIT DISCHARGES AND CONNECTIONS[4]

Sec. 42-91. General provisions.

(a) *Purpose and intent.* The purpose of this article is to protect the public health, safety, environment and general welfare through the regulation of nonstormwater discharges to the municipal separate storm sewer system to the maximum extent practicable as required by federal law. This article establishes methods for controlling the introduction of pollutants into the municipal separate storm sewer system in order to comply with requirements of the National Pollutant Discharge Elimination System (NPDES) permit process. The objectives of this article are to:

(1) Regulate the contribution of pollutants to the municipal separate storm sewer system by any person;

(2) Prohibit illicit discharges and illegal connections to the municipal separate storm sewer system;

(3) Prevent nonstormwater discharges, generated as a result of spills, inappropriate dumping or disposal, to the municipal separate storm sewer system; and

(4) To establish legal authority to carry out all inspection, surveillance, monitoring and enforcement procedures necessary to ensure compliance with this article.

(b) *Applicability.* The provisions of this article shall apply throughout the corporate area of City of Griffin.

(c) *Compatibility with other regulations.* This article is not intended to modify or repeal any other article, rule, regulation, other provision of law. The requirements of this article are in addition to the requirements of any other article, rule, regulation, or other provision of law, and where any provision of this article imposes restrictions different from those imposed by any other article, rule, regulation, or other provision of law, whichever provision is more restrictive or imposes higher protective standards for human health or the environment shall control.

(d) *Severability.* If the provisions of any section, subsection, paragraph, subdivision or clause of this article shall be adjudged invalid by a court of competent jurisdiction, such judgment shall not affect or invalidate the remainder of any section, subsection, paragraph, subdivision or clause of this chapter.

(e) *Responsibility for administration.* The city manager shall administer, implement, and enforce the provisions of this article. The city manager is authorized to designate, in writing, another officer or employee of the city to perform and carry out the duties under this chapter, provided such designation is accepted, in writing, by the designee.

(Ord. No. 07-11, § (1), 10-9-2007)

[4]Editor's note(s)—Ord. No. 07-11, adopted Oct. 9, 2007, repealed the former Art. IV, §§ 42-91—42-96-B, and enacted a new Art. IV as set out herein. The former Art. IV pertained to similar subject matter and derived from Ord. No. 03-08, § 1(1)—(6-B), 3-11-2003.

Sec. 42-92. Definitions.

Accidental discharge means a discharge prohibited by this article which occurs by chance and without planning or thought prior to occurrence.

Best management practice or *BMP* means both structural devices to store or treat stormwater runoff and nonstructural programs or practices which are designed to prevent or reduce the pollution of state waters.

Clean Water Act or *CWA* means the Federal Clean Water Act (formerly known as the Federal Water Pollution Control Act) (33 U.S.C. § 1251 et seq.), and any subsequent amendments thereto.

Construction activity means activities subject to NPDES permits for stormwater discharges from sites associated with construction activities and land disturbances involving one acre or greater as regulated by the Georgia Erosion and Sedimentation Control Act and local ordinance. Such activities include, but are not limited to, clearing, grubbing, excavating, filling, and demolition.

Control measure refers to a best management practice used to prevent or reduce the discharge of pollutants to state waters.

Discharge refers to the discharge of a pollutant, as defined in 40 CFR Part 122.2.

Discharge-related activities includes activities which cause, contribute to, or result in stormwater point source pollutant discharge, and measures to control stormwater discharges, including the siting, construction and operation of BMPs to control, reduce or prevent stormwater pollution.

Illicit connection means either of the following:

(a) Any pipe, open channel, drain or conveyance, whether on the surface or subsurface, which allows an illicit discharge to enter the municipal storm sewer system, including but not limited to any conveyances which allow any nonstormwater discharge, including sewage, process wastewater, and wash water, to enter the storm drain system, regardless of whether such pipe, open channel, drain or conveyance has been previously allowed, permitted, or approved by an authorized enforcement agency; or

(b) Any pipe, open channel, drain or conveyance connected to the municipal separate storm sewer system which has not been documented in plans, maps, or equivalent records and approved by an authorized enforcement agency.

Illicit discharge means any direct or indirect discharge to the municipal separate storm sewer system that is not composed entirely of stormwater, except those discharges authorized under an NPDES permit (other than the NPDES permit for discharges from the city's MS4) and discharges resulting from fire fighting activities.

Industrial activity means activities subject to NPDES industrial permits as defined in 40 CFR, Section 122.26(b)(14).

Municipal separate storm sewer system or *MS4* means any facility, conveyance, or system of conveyances designed or used for collecting and/or conveying stormwater, including but not limited to any roads with drainage systems, highways, streets, curbs, gutters, inlets, catch basins, piped storm drains, pumping facilities, structural stormwater controls, ditches, swales, natural and manmade or altered drainage channels, reservoirs, and other drainage structures, and which is:

(a) Owned or maintained by the City of Griffin;

(b) Not a combined sewer; and

(c) Not part of a publicly-owned treatment works.

National pollutant discharge elimination system (NPDES) stormwater discharge permit means a permit issued by the Georgia EPD under authority delegated pursuant to 33 USC § 1342(b) that authorizes the discharge of pollutants to waters of the United States, whether the permit is applicable on an individual, group, or general area-wide basis.

Nonstormwater discharge means any discharge to the storm drain system that is not composed entirely of stormwater.

Person means, except to the extent exempted from this chapter, any individual, partnership, firm, association, joint venture, public or private corporation, trust, estate, commission, board, public or private institution, utility, cooperative, city, county or other political subdivision of the state, any interstate body or any other legal entity.

Pollutant means dredged spoil, solid waste, incinerator residue, filter backwash, sewage, garbage, sewage sludge, munitions, chemical wastes, biological materials, radioactive materials (except those regulated under the Atomic Energy Act of 1954, as amended), heat, wrecked or discarded equipment and parts thereof, rock, sand, cellar dirt, and industrial, municipal and agricultural waste discharged into water.

Pollution means the contamination or other alteration of any water's physical, chemical or biological properties by the addition of any constituent and includes but is not limited to, a change in temperature, taste, color, turbidity, or odor of such waters, or the discharge of any liquid, gaseous, solid, radioactive, or other substance into any such waters as will or is likely to create a nuisance or render such waters harmful, detrimental or injurious to the public health, safety, welfare, or environment, or to domestic, commercial, industrial, agricultural, recreational, or other legitimate beneficial uses, or to livestock, wild animals, birds, fish or other aquatic life.

Premises mean any building, lot, parcel of land, or portion of land whether improved or unimproved including adjacent sidewalks and parking strips.

State waters means any and all rivers, streams, creeks, branches, lakes, reservoirs, ponds, drainage systems, springs, wells, and other bodies of surface and subsurface water, natural or artificial, lying within or forming a part of the boundaries of the State of Georgia which are not entirely confined and retained completely upon the property of a single person.

Stormwater means any surface flow, runoff, or drainage consisting entirely of water from any form of natural precipitation, and resulting from such precipitation, including snow melt and surface drainage.

Structural stormwater control means a structural stormwater management facility or device that controls stormwater runoff and changes the characteristics of that runoff including, but not limited to, the quantity and quality, the period of release or the velocity of flow.

(Ord. No. 07-11, § 1(2), 10-9-2007)

Sec. 42-93. Prohibitions.

(a) *Prohibition of illicit discharges.* No person shall throw, drain, or otherwise discharge, cause, or allow others under its control to throw, drain, or otherwise discharge into the municipal separate storm sewer system any pollutants or waters containing any pollutants, other than stormwater. The following discharges are exempt from the prohibition provision above:

(1) Water line flushing performed by a government agency, other potable water sources, landscape irrigation or lawn watering, diverted stream flows, rising groundwater, groundwater infiltration to storm drains, uncontaminated pumped groundwater, foundation or footing drains (not including active groundwater dewatering systems), crawl space pumps, air conditioning condensation, springs, natural riparian habitat or wetland flows, and any other water source not containing pollutants;

(2) Discharges or flows from firefighting, and other discharges specified in writing by the City of Griffin as being necessary to protect public health and safety;

(3) The prohibition provision above shall not apply to any nonstormwater discharge permitted under an NPDES permit or administrative order issued to the discharger and administered under the authority of the federal environmental protection agency or state environmental protection division, provided that the discharger is in full compliance with all requirements of the permit, waiver, or order and other applicable laws and regulations, and provided that written approval has been granted for any discharge to the municipal separate storm sewer system.

(b) *Prohibition of illicit connections.* The construction, connection, use, maintenance or continued existence of any illicit connection to the municipal separate storm sewer system is prohibited.

(1) This prohibition expressly includes, without limitation, illicit connections made in the past, regardless of whether the connection was permissible under law or practices applicable or prevailing at the time of connection.

(2) A person violates this article if the person connects a line conveying sewage to the municipal separate storm sewer system, or allows such a connection to continue.

(3) Improper connections in violation of this chapter must be disconnected and redirected, if necessary, to an approved on-site wastewater management system or the sanitary sewer system upon approval of the city wastewater department.

(4) Any drain or conveyance that has not been documented in plans, maps or equivalent, and which may be connected to the storm sewer system, shall be located by the owner or occupant of that property upon receipt of written notice of violation from the city manager requiring that such locating be completed. Such notice will specify a reasonable time period within which the location of the drain or conveyance is to be completed, that the drain or conveyance be identified as storm sewer, sanitary sewer or other, and that the outfall location or point of connection to the storm sewer system, sanitary sewer system or other discharge point be identified. Results of these investigations are to be documented and provided to the city manager.

(Ord. No. 07-11, § 1(3), 10-9-2007)

Sec. 42-94. Industrial or construction activity discharges.

Any person subject to an industrial or construction activity NPDES stormwater discharge permit shall comply with all provisions of such permit. Proof of compliance with said permit may be required in a form acceptable to the city manager prior to allowing discharges to the municipal separate storm sewer system.

(Ord. No. 07-11, § 1(4), 10-9-2007)

Sec. 42-95. Access and inspection of properties and facilities.

The city manager shall be permitted to enter and inspect properties and facilities at reasonable times as often as may be necessary to determine compliance with this article.

(1) If a property or facility has security measures in force which require proper identification and clearance before entry into its premises, the owner or operator shall make the necessary arrangements to allow access to representatives of the City of Griffin.

(2) The owner or operator shall allow the city manager ready access to all parts of the premises for the purposes of inspection, sampling, photography, videotaping, examination and copying of any records that are required under the conditions of an NPDES permit to discharge stormwater.

(3) The city manager shall have the right to set up on any property or facility such devices as are necessary in the opinion of the city manager to conduct monitoring and/or sampling of flow discharges.

(4) The city manager may require the owner or operator to install monitoring equipment and perform monitoring as necessary, and make the monitoring data available to the city manager. This sampling and monitoring equipment shall be maintained at all times in a safe and proper operating condition by the owner or operator at his/her own expense. All devices used to measure flow and quality shall be calibrated to ensure their accuracy.

(5) Any temporary or permanent obstruction to safe and easy access to the property or facility to be inspected and/or sampled shall be promptly removed by the owner or operator at the written or oral request of the city manager and shall not be replaced. The costs of clearing such access shall be borne by the owner or operator.

(6) Unreasonable delays in allowing the city manager access to a facility is a violation of this article.

(7) If the city manager has been refused access to any part of the premises from which stormwater is discharged, and the city manager is able to demonstrate probable cause to believe that there may be a violation of this chapter, or that there is a need to inspect and/or sample as part of a routine inspection and sampling program designed to verify compliance with this chapter or any order issued hereunder, or to protect the overall public health, safety, environment and welfare of the community, then the city manager may seek issuance of a search warrant from any court of competent jurisdiction.

(Ord. No. 07-11, § 1(5), 10-9-2007)

Sec. 42-96. Notification of accidental discharges and spills.

Notwithstanding other requirements of law, as soon as any person responsible for a facility, activity or operation, or responsible for emergency response for a facility, activity or operation has information of any known or suspected release of pollutants or nonstormwater discharges from that facility or operation which are resulting or may result in illicit discharges or pollutants discharging into stormwater, the municipal separate storm sewer system, state waters, or waters of the U.S., said person shall take all necessary steps to ensure the discovery, containment, and cleanup of such release so as to minimize the effects of the discharge.

Said person shall notify the authorized enforcement agency in person or by phone, facsimile or in person no later than 24 hours of the nature, quantity and time of occurrence of the discharge. Notifications in person or by phone shall be confirmed by written notice addressed and mailed to the City Manager, City of Griffin, P.O. Box T, Griffin, Georgia 30224, within three business days of the phone or in person notice. If the discharge of prohibited materials emanates from a commercial or industrial establishment, the owner or operator of such establishment shall also retain an on-site written record of the discharge and the actions taken to prevent its recurrence. Such records shall be retained for at least three years. Said person shall also take immediate steps to ensure no recurrence of the discharge or spill.

In the event of such a release of hazardous materials, emergency response agencies and/or other appropriate agencies shall be immediately notified.

Failure to provide notification of a release as provided above is a violation of this article.

(Ord. No. 07-11, § 1(6), 10-9-2007)

Sec. 42-97. Violations, enforcement and penalties.

(a) *Violations.* It shall be unlawful for any person to violate any provision or fail to comply with any of the requirements of this article. Any such action or inaction which is continuous with respect to time is deemed to be a public nuisance and may be abated by injunctive or other equitable relief. Any person who has violated or continues to violate the provisions of this chapter, may be subject to the enforcement actions outlined in this section.

In the event the violation constitutes an immediate danger to public health or public safety, the City of Griffin is authorized to enter upon the subject private property, without giving prior notice, to take any and all measures necessary to abate the violation and/or restore the property. The City of Griffin is authorized to seek costs of the abatement as outlined in subsection 42-97(e).

(b) *Notice of violation.* Whenever the City of Griffin finds that a violation of this article has occurred, the City of Griffin may order compliance by written notice of violation. The notice of violation shall contain:

(1) The name and address of the alleged violator;

(2) The address when available or a description of the building, structure or land upon which the violation is occurring, or has occurred;

(3) A statement specifying the nature of the violation;

(4) A description of the remedial measures necessary to restore compliance with this chapter and a time schedule for the completion of such remedial action; and

(5) A statement of the penalty or penalties that may be assessed against the person to whom the notice of violation is directed, if not corrected. Such notice may require without limitation:

a. The performance of monitoring, analyses, and reporting;

b. The elimination of illicit discharges and illegal connections;

c. That violating discharges, practices, or operations shall cease and desist;

d. The abatement or remediation of stormwater pollution or contamination hazards and the restoration of any affected property;

e. Payment of costs to cover administrative and abatement costs; and

f. The implementation of pollution prevention practices.

(c) *Enforcement measures.* If the violation has not been corrected pursuant to the requirements set forth in the notice of violation, within ten days, then the city manager is authorized to file a complaint for abatement of a public nuisance in the municipal court. The court is authorized to order the owner or occupant of the property to take any and all measures necessary to abate the violation and/or restore the property within a reasonable time, and may impose a civil penalty not to exceed $1,000.00 (depending on the severity of the violation) for each day the violation remains unremedied after receipt of the notice of violation. If the owner/occupant fails or refuses to abate the violation within the time allowed by the court, the order shall authorize the city to enter upon the premises and perform the necessary abatement action. It shall be unlawful for any person, owner, agent or person in possession of any premises to refuse to allow the government agency or designated contractor to enter upon the premises for the purposes set forth above.

(d) *Costs of abatement of the violation; lien for special assessment.* Within 45 days after abatement of the violation, the owner of the property will be notified of the cost of abatement, including court and administrative costs. If the amount due is not paid within 30 days after receipt of the notice, or if an appeal is taken, within 30 days after a decision on said appeal, the charges shall become a special assessment against the property and shall constitute a lien on the property for the amount of the assessment. Any person

violating any of the provisions of this article shall become liable to the City of Griffin by reason of such violation.

(e) *Criminal penalties.* For intentional and willful violations of this chapter, the City of Griffin may issue a citation to the alleged violator requiring such person to appear before the municipal court to answer charges for such violation. Upon conviction, such person shall be punished by a fine not to exceed $1,000.00, imprisonment of six months, or both. Each act of violation and each day upon which any violation shall occur shall constitute a separate offense.

(f) *Violations deemed a public nuisance.* In addition to the enforcement processes and penalties provided, any condition caused or permitted to exist in violation of any of the provisions of this article is a threat to public health, safety, welfare, and environment and is declared and deemed a nuisance, and may be abated by injunctive or other equitable relief as provided by law.

(Ord. No. 07-11, § 1(7), 10-9-2007)

Secs. 42-98, 42-99. Reserved.

ARTICLE V. NOISE CONTROL

Sec. 42-100. Purpose and intent; definition; sound measurement standard.

(a) *Purpose and intent.* This article is enacted to protect, preserve and promote the health, safety and welfare of the citizens of the City of Griffin, Georgia, through the control of noise, a recognized form of environmental pollution. It is the intent of this article to establish objective standards that will reduce excessive community noises, which are harmful and otherwise detrimental to individuals and to the community in the enjoyment of life and property and in the conduct of business. It is not the intent of this article to regulate noise based upon its source, but based upon objective volume limitations at objective distances from the source, which for purposes of this article intentionally vary based upon the time of day and reasonable expectations of persons occupying the area during the relevant time period. It is not the intent of this article to regulate speech, under either the Federal or Georgia Constitutions. This article has been narrowly tailored as a content-neutral time, place, and manner regulation to serve a significant governmental interest[5] while leaving open ample opportunity for communication.

(b) *Definition of "noise".* For purposes of this article, "noise" means a sound or sounds of any kind, that is repetitive or continuous, and of sufficient duration, that a person of reasonable auditory sensitivity would consider loud, unpleasant, unexpected, or undesirable.

(c) *Sound measurement standards.* For the purposes of this article, "plainly audible" shall mean any sound emanating from a specific sound-producing source which can be heard from the distances set forth below, using the following sound measurement standards: Measurement shall be by the auditory senses of a person standing at a distance no less than the required minimum distance from the source of the sound. Inasmuch as the limitation on noise is neutral as to the content of the message, if any, generated or conveyed by its source, words and phrases need not be discernable. For music and other noise, bass reverberations are included.

[5]Note(s)—In *Grady* v. *Unified Gov't of Athens-Clarke County*, 289 Ga. 726 (2011), the Georgia Supreme Court recognized "the significant government interest in protecting both the community in general and individual citizens from noises which may affect their comfort, repose, health, or safety."

(Ord. No. 17-09, § 1, 5-9-2017)

Sec. 42-101. Restrictions of 300 feet for 7:00 a.m. through 11:00 p.m. Sunday through Thursday and 7:00 a.m. through 12:00 midnight on Friday and Saturday.

(a) Except when noise emanates from a source exempted by this article, it is a violation of this article for any person or persons to sing, yell, shout, hoot, whistle, or play a musical instrument, on the public streets or sidewalks or on private property so as to create, or cause to be created, any noises or sounds which are plainly audible at a distance of 300 feet or more from the building, structure, or vehicle from which the sound is emanating, or when generated outdoors on real property, 300 feet beyond the boundary or property limits on which the person is located, between the hours of 7:00 a.m. and 11:00 p.m. Sunday through Thursday and between the hours of 7:00 a.m. and 12:00 midnight on Friday and Saturday.

(b) Except when noise emanates from a source exempted by this article, it is a violation of this article for any person or persons to play, use, or operate any machine, appliance, tool, or device for the producing, reproducing, or amplifying of sound and/or noise at such a volume and in such a manner so as to create, or cause to be created, any noise or sounds which are plainly audible at a distance of 300 feet or more from the building, structure, or vehicle from which the sound is emanating, or when generated outdoors on real property, 300 feet beyond the property limits on which it is located, between the hours of 7:00 a.m. and 11:00 p.m. Sunday through Thursday and between the hours of 7:00 a.m. and 12:00 midnight on Friday and Saturday.

(Ord. No. 17-09, § 1, 5-9-2017)

Sec. 42-102. Restrictions of 100 feet for 11:00 p.m. through midnight on Sunday through Thursday and 12:00 midnight through 7:00 a.m. daily.

(a) Except when noise emanates from a source exempted by this article, it is a violation of this article for any person or persons to sing, yell, shout, hoot, whistle, or play a musical instrument, on the public streets or sidewalks or on private property so as to create, or cause to be created, any noises or sounds which are plainly audible at a distance of 100 feet or more from the building, structure, or vehicle from which the sound is emanating, or when generated outdoors on real property, 100 feet beyond the boundary or property limits on which the person is located, between the hours of 11:00 p.m. to 12:00 midnight Sunday through Thursday and between the hours of 12:00 midnight to 7:00 a.m. daily.

(b) Except when noise emanates from a source exempted by this article, it is a violation of this article for any person or persons to play, use, or operate any machine, appliance, tool, or device for the producing, reproducing, or amplifying of sound and/or noise at such a volume and in such a manner so as to create, or cause to be created, any noise or sounds which are plainly audible at a distance of 100 feet or more from the building, structure, or vehicle from which the sound is emanating, or when generated outdoors on real property, 100 feet beyond the property limits on which it is located, between the hours of 11:00 p.m. to 12:00 midnight Sunday through Thursday and between the hours of 12:00 midnight to 7:00 a.m. daily.

(c) Except for persons operating within properly licensed or permitted non-residential enterprises that have an adjoining property line or boundary with a residential dwelling unit, during the days and hours set forth in this section, it is a violation of this article for any person to make, cause, or continue to make any noise in such a manner as to be plainly audible to any other person a distance of five feet beyond the adjoining wall or boundary of any apartment, condominium, townhouse, duplex, or other such residential dwelling units with adjoining points of contact. For the purposes of this section, "wall or boundary" shall mean an imaginary line drawn through the points of contact of (1) adjoining apartments, condominiums, townhouses, duplexes or other such residential dwelling units with adjoining points owned, rented, or leased by different persons;

or (2) adjoining common areas or adjoining exterior walls. Said property line or boundary includes all points of a plane formed by projecting the property line or boundary including the ceiling, the floor, and the walls.

(Ord. No. 17-09, § 1, 5-9-2017)

[Sec. 42-103. Reserved.]

Sec. 42-104. Excluded sources of noise.

The prohibitions of this article shall not apply to the following sources of noise:

a. Noises and/or sounds caused to be made by manufacturing, industrial, governmental, or commercial entities in the normal course of their business;

b. Noises and/or sounds emanating from any official event on property owned by a federal, state, or local government, or any official event on Griffin-Spalding County School District or private school property;

c. Noises and/or sounds that are permitted by a license or permit issued by the city; provided, however, that the producer or coordinator of the event must strictly comply with the terms, restrictions and conditions of the permit;

d. Noises or sounds made by birds and animals;

e. Noises or sounds normally made by cars, trucks, trains, airplanes, helicopters, buses and similar vehicles, when properly equipped with noise-limiting devices required by law;

f. Sound volumes produced by radio, CD or tape player, or other mechanical sound making device or instrument from within a motor vehicle while on a public street or highway, which sound is controlled by the O.C.G.A. § 40-6-14;

g. Noises or sounds from property maintenance activity conducted on or within 100 feet of any residential dwelling unit between the hours of 8:00 a.m. and 8:00 p.m.;

h. Noises or sounds from construction activities conducted on or within 100 feet of a property zoned for single-family or multi-family residential use between the hours of 6:30 a.m. and 9:00 p.m. (does not apply within commercial or mixed use zoning classifications);

i. Noises or sounds made by law enforcement and other public safety officials performing their public functions; or

j. Lawful ignition or discharge of fireworks during days and times authorized by state law.

Where a partial exemption under this section imposes a day or time limitation, a variance from the above-referenced hours of operation may be requested, in writing, at least 48 hours prior to a proposed event, activity, or operation, for consideration by the city manager. Such a request shall state:

(1) The reasons that support a claim of urgent need based on specific loss or inconvenience for such a variation from the allowable work hours;

(2) The impact that the denial of this request would have on the applicant's activity, project or event, and the surrounding properties;

(3) The steps which have been taken by the applicant to communicate those needs and impacts to owners of surrounding and nearby properties;

(4) The steps that have or will be taken to limit the impact of the proposed activity upon surrounding and nearby properties; and

(5) The possible risks to public health and safety.

If the city manager finds that the application adequately demonstrates the urgent need for a variance from the above allowable work hours, adequately provides for mitigation of the impact upon surrounding and nearby properties, and poses no additional risk to public health and safety, then permission shall be granted for a variance to alter the allowable work hours during one ten-day period.

The prohibitions of this section shall not apply to government road, water, sewer, stormwater construction or maintenance projects or to Georgia Department of Transportation road construction or maintenance projects.

(Ord. No. 17-09, § 1, 5-9-2017)

Sec. 42-105. Registration of outdoor entertainment events.

Registration is required of all outdoor entertainment events that have live or recorded musical entertainment and/or that use electronic amplification. Registration of the event must be at least 72 hours prior to the event, and must be by the person or persons responsible for the event. Registration is to be with the City of Griffin Tax and License Department, Monday through Friday, from 8:30 a.m. to 4:30 p.m., on an application specified by the city and shall include the name, address, telephone number or other contact information for the person or organization sponsoring the event, the location, the date and time of the event, and security provisions. No fee shall be charged for registration and the city may make provision for registration by telephone or online through the city's website. Unless expressly approved by the city manager, registration shall not be accepted for events that include the hours between 11:00 p.m. and 12:00 midnight Sunday through Thursday, and between 12:00 midnight and 7:00 a.m. daily. Failure to register an event may result in a fine, forfeiture of the right of future registrations, or both. Registration does not exempt the person or persons registering the event from ensuring that the event complies with the requirements of this article. Failure to register shall be a violation of this article.

(Ord. No. 17-09, § 1, 5-9-2017)

Sec. 42-106. Penalties.

Any person violating the provisions of this article shall be cited to appear before the municipal court, and upon conviction punished as provided by section 1-12 of this Code; provided, however, a violation of section 42-105 for failure to register an outdoor entertainment event shall be punished only by a fine not to exceed $100.00.

(Ord. No. 17-09, § 1, 5-9-2017)

AGENDA ITEM SUMMARY

ITEM SUMMARY:

Commissioners to appoint seven members (Mayor and six Districts) to the City Board of Ethics per Code of Griffin Chapter 2, Administration, Article III, Officers and Employees, Division 2, CODE OF ETHICS.

SPECIAL CONSIDERATIONS OR CONCERNS:

Sec. 2-84 - Board of Ethics - states the Mayor and each commissioner will appoint one resident from his/her district to provide a pool of seven individuals who have consented to serve as a member of the Board of Ethics, and who will be available for a period of one year to be called upon to serve in the event a Board of Ethics is needed. Members shall be residents of the City and appropriate District while serving, shall not have had any contracting with or been employed by the City for a year, shall not have any pending or potential litigation or any permit or rezoning application pending, shall not have been convicted of a felony involving moral turpitude and shall not be less than 21 years of age.

STAFF RECOMMENDATION:

N/A

FINANCIAL IMPACT:

N/A

Submitted By:
Susan Bartholomew

Meeting Date:
13/01/2026

Reviewed By:
Jessica O'Connor

ATTACHMENTS:
UPDATED Code of Ethics with 2024 Changes.pdf

DIVISION 2. CODE OF ETHICS[1]

Sec. 2-76. Purpose.

The public trust requires public servants to fulfill their duties faithfully and honestly and to subordinate any personal interest which conflicts with the public interest. A public servant is a trustee of the people and should strive to further the general welfare and not use public office in order to improve his or her own private standing. The principle policies which form the foundation of this code of ethics are:

(a) The trust of citizens in their government is cultivated when individual public servants act with integrity and when the public is aware that its servants act with integrity.

(b) The constitutions, laws and regulations of the United States and State of Georgia and ordinances of the City of Griffin should be upheld as a *de minimus* standard of conduct.

(c) The most effective way to eradicate unethical practices is to consistently act with the highest moral principles and to consistently react appropriately to the ethical decisions of others.

(d) Elected officials shall exercise sound judgment and apply ethical principles in making decisions that in any manner reflect upon their elected office.

(e) All citizens should be treated with courtesy, impartiality and equality.

(f) Those persons who fail to abide by the terms of this code of ethics shall be sanctioned.

(Ord. No. 19-14, § 1, 10-8-2019)

Sec. 2-77. Intent.

It is the intent of this code of ethics that any city official shall not knowingly engage in any activity which is incompatible with the proper discharge of his or her official duties or which would tend to impair his or her judgment or actions in the performance of his or her official duties. Furthermore, city officials should avoid any action which might result in or create the appearance of the following:

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[1]Ord. No. 19-14, § 1, adopted Oct. 8, 2019, repealed the former Div. 2, §§ 2-76—2-80, and enacted a new Div. 2 as set out herein. The former Div. 2 pertained to similar subject matter and derived from Code 1968, § 2-5(a)—(e).

State law reference(s)—Code of ethics for government services, O.C.G.A. § 45-10-1; code of ethics for members of boards, commissions and authorities, O.C.G.A. § 45-10-3; Public Employee Hazardous Chemical Protection and Right to Know Act of 1988, O.C.G.A. § 45-22-1 et seq.; municipal or county governments not to require residence as condition of employment, O.C.G.A. § 45-2-5; Drug-Free Public Work Force Act of 1990, O.C.G.A. § 45-23-1 et seq.; random drug testing of state employees in high-risk jobs, O.C.G.A. § 45-20-90 et seq.; Fair Employment Practices Act of 1978, O.C.G.A. § 45-19-20 et seq.; personal liability of councilmembers and other municipal officers, O.C.G.A. § 36-33-4; power to define, regulate and alter the powers, duties, qualifications, compensation and tenure of municipal officers, agents and employees, O.C.G.A. § 36-34-2(2).

(a) Using public office for private gain.

(b) Impeding city efficiency or economy.

(c) Affecting adversely the confidence of the public in the integrity of those who conduct the affairs and business of the City of Griffin.

(Ord. No. 19-14, § 1, 10-8-2019)

Sec. 2-78. Conflicts.

Notwithstanding anything herein to the contrary, state law and the Charter of the city shall be controlling in the event of an actual conflict with the provisions of this code of ethics. This article shall be interpreted to supplement, and not replace, said provisions of state law and the Charter.

(Ord. No. 19-14, § 1, 10-8-2019)

Sec. 2-79. Definitions.

[The following words, terms and phrases, when used in this division, shall have the meanings ascribed to them in this section, except where the context clearly indicates a different meaning:]

A thing of value shall mean anything of material value, regardless of its monetary amount, perceived or intended by the city official to whom it is offered, to be sufficient to influence the city official in the performance or nonperformance of an official action. A thing of value shall not include:

(1) Food or beverage consumed at a single meal or event;

(2) Legitimate salary, benefits, fees, commissions, or expenses associated with a recipient's nonpublic business, employment, trade, or profession;

(3) An award, plaque, certificate, memento, or similar item given in recognition of the recipient's civic, charitable, political, professional, or public service;

(4) Food, beverages, and registration at group events to which all members of the governing body of the city are eligible to attend;

(5) Actual and reasonable expenses for food, beverages, travel, lodging, and registration for a meeting which are provided to permit participation or speaking at the meeting;

(6) A commercially reasonable loan made in the ordinary course of business;

(7) Any gift with a value less than $100.00;

(8) Promotional items generally distributed to the general public or to public officers;

(9) A gift from a member of the public officer's immediate family; or

(10) Food, beverage, or expenses afforded public officers, members of their immediate families, or others that are associated with normal and customary business or social functions or activities;

provided, however, that receiving, accepting, or agreeing to receive anything not enumerated in subparagraphs (1) through (10) of this paragraph shall not create the presumption that a thing of value has been received.

City official or *official* shall mean, unless otherwise expressly defined does not include city employees, members of the city commission, municipal court judges (including substitute judges), city manager, city clerk, city attorney, and all other persons holding, either by election or appointment, positions designated by the City Charter, as officers of the city.

Conflict of interest shall mean an interest in transactions involving any person in the member's immediate family, any person with whom a contractual relationship exists whereby the member may receive any payment or other benefits, or any business in which the city official is a director, officer, employee, agent, or shareholder.

Decision shall mean any ordinance, resolution, contract, franchise, formal action or other matter voted on by the city commission or other city board or authority.

Employee shall mean any person who is employed in a position covered by the position classification plan of the City of Griffin; any person who is employed part-time by any operating department of the City of Griffin.

Government or *city* shall mean the City of Griffin, Georgia.

Immediate family shall mean spouse, child, parent, grandparent or sibling of any city official by blood, adoption or marriage.

Interest shall mean any direct pecuniary benefit, which is not a remote interest (official affected in the same way as the general public), held by the official or accruing to a member of the governing authority as a result of a contract or transaction that is or may be the subject of an official act or action by or with the city. A member of the governing authority shall be deemed to have an interest in transactions involving:

a. Any person in the member's immediate family;

b. Any person with whom a contractual relationship exists whereby the member may receive any payment or other benefits unless the member is receiving a benefit for goods and services in the normal course of business for which the member has paid commercially reasonable rate;

c. Any business in which the member is a director, officer, employee, agent, or shareholder, except as otherwise provided herein; or

d. Any person of whom the member is a creditor, whether secured or unsecured.

Sec. 2-80. Conduct.

(a) *[Generally.]* The professional and personal conduct of city officials should be above reproach and avoid even the appearance of impropriety. City officials shall refrain from abusive conduct, personal charges or verbal attacks upon the character or motives of other members of the commission, boards and authorities, the staff or the public.

(b) *Respect for process.* City officials shall perform their duties in accordance applicable law and with the processes established by the city commission and boards and authorities governing the deliberation of public policy issues, meaningful involvement of the public, and implementation of policy decisions of the city commission by city staff.

(c) *Conduct of public meetings.* City officials shall prepare themselves for public issues; listen courteously and attentively to all public discussions before the body; and focus on the business at hand. They shall refrain from interrupting other speakers, making personal comments not germane to the business of the body, or otherwise interfering with the orderly conduct of meetings.

(d) *Decisions based on merit.* City officials shall base their decisions on the merits and substance of the matter at hand.

(e) *Communication.* City officials shall publicly share substantive information that is relevant to a matter under consideration by the commission or boards and authorities which they may have received from sources outside the public decision-making process.

(f) *Policy roles of city officials.* City officials shall respect and adhere to the structure of government of the City of Griffin as outlined in the City Charter and policies and procedures. In this structure, the city commission determines the policies of the city with the advice, information and analysis provided by the public, boards, authorities, and city staff.

(g) *Independence of boards and authorities.* Because of the value of the independent advice of boards and authorities to the public decision-making process, city officials shall refrain from using their position to influence unduly the deliberations or outcomes of board and authority proceedings.

(h) *Positive work place environment.* City elected officials shall support the maintenance of a positive and constructive work place environment for city employees and for citizens and businesses dealing with the city. All city elected officials shall recognize their special role in dealings with city employees and refrain from creating the perception of inappropriate direction to staff.

(Ord. No. 19-14, § 1, 10-8-2019)

Sec. 2-81. Prohibitions.

(a) No city official shall act as an agent or attorney for another in any matter before the city commission, municipal court or other city body.

(b) No city official shall directly or indirectly receive, agree to receive, or solicit, any , thing of value to which he or she is not entitled, except as may be provided by law, with the purpose of influencing him or her in the performance of any act related to the functions of his or her office or public employment. No city official shall induce the reasonable belief that the giving of a thing of value will influence his or her performance or failure to perform any official action.

(c) No city official shall enter into any contract with, or have any interest in, either directly or indirectly, the city except as authorized by state law. All public funds shall be used for the general welfare of the people and not for personal economic gain.

(d) Public property shall be disposed of in accordance with state law.

(e) No city official shall solicit or accept other employment to be performed, or compensation to be received, while still a city official if the employment or compensation could reasonably be expected to impair such official's judgment or performance of city duties.

(f) If a city official accepts or is soliciting a promise of future employment from any person or entity who has a substantial interest in a person, entity or property which would be affected by any decision upon which the official might reasonably be expected to act, investigate, advise, or make a recommendation, the official shall disclose the fact to the city commission and shall recuse himself/herself and take no further action on matters regarding the potential future employer.

(g) No city official shall participate in the discussion, debate, deliberation or vote, or otherwise take part in the decision-making process on any agenda item, any official act or action in which he, she, or member of his or her immediate family has a conflict of interest.

(h) No city official shall use city facilities, personnel, equipment or supplies for private purposes, except to the extent such are lawfully available to the public. A city official shall not direct employees to use such property for other than official purposes.

(i) No city official shall utilize the city's name or logo for the purpose of endorsing any business.

(j) No city official shall grant or make available to any person any consideration, treatment, advantage or favor beyond that which it is the general practice to grant or make available to the public at large.

(k) A city official shall not directly or indirectly make use of, or permit others to make use of, official information not made available to the general public for the purpose of furthering a private interest.

(l) A city official shall not use his or her position in any way to coerce, or give the appearance of coercing, another person to provide any financial benefit to such official or persons within the official's immediate family, or those with whom the official has business or financial ties amounting to a substantial interest.

(m) A city official shall not order any goods and services for the city without prior official authorization for such expenditure. No city official shall attempt to obligate the city nor give the impression of obligating the city without proper prior authorization.

(n) No city official shall draw travel funds or per diem from the city for attendance at meetings, seminars, training or other educational events and fail to attend such events without promptly reimbursing the city therefore.

(o) A city official shall represent the official policies or positions of the city commission, board and/or authority to the best of their ability when designated as delegates for this purpose. When presenting their individual opinions and positions, city officials shall explicitly state they do not represent their body or the city, nor will they allow the inference that they do.

(p) In keeping with their role as stewards of the public interest, members of commission shall not appear on behalf of the private interests of third parties before the commission or any board or authority, or proceeding of the city, nor shall members of boards and authorities appear before their own bodies or before the commission on behalf of the private interests of third parties on matters related to the areas of service of their bodies.

(q) A city official shall not use a city employee for personal or private business during regular business hours or during the employee's scheduled shift. A city official shall pay just compensation and shall not receive or expect a discount or special rate.

(r) A city official shall not use his or her position in any way to coerce, or give the appearance of coercing, a municipal court judge in the outcome of matters before the municipal court.

(s) A city official shall not act or create the appearance of acting on behalf of a member of the commission or other city official by promising to authorize or prevent any future official action of any nature, without prior authorization from the commission or its designee.

(Ord. No. 19-14, § 1, 10-8-2019)

Sec. 2-82. Disclosure.

A city official shall disclose the nature of any interest or benefit he or she has at the time such matter is presented to the commission for discussion and/or action. Such disclosure shall be recorded into the minutes of the meeting and become part of the public record. Following any disclosure made pursuant to this code of ethics, the member shall not participate in any ex-parte communications with other members regarding the matter at hand.

(Ord. No. 19-14, § 1, 10-8-2019)

Sec. 2-83. Duty to leave meeting.

To avoid the appearance of impropriety, after any city official is determined to have a conflict of interest or a potential conflict of interest in any matter, the member of commission shall leave his or her regular seat as a member of the commission and not return to it until deliberation and action on the matter is completed.

(Ord. No. 19-14, § 1, 10-8-2019)

Sec. 2-84. Board of ethics.

(a) *Appointment.* The Board of Ethics of the City of Griffin shall be composed of three residents of the city to be appointed as follows: The mayor and each commissioner will appoint one resident from their district to provide a pool of seven individuals who have consented to serve as a member of the board of ethics and who will be available for a period of one year to be called upon to serve in the event a board of ethics is needed. The city manager will maintain a listing of these qualified citizens. Upon receipt of a properly verified complaint and timely forwarding of that complaint to the city official charged in the complaint, the mayor and commission, at the next regularly scheduled public meeting or at a specially called public meeting, shall review the complaint to determine if there is merit to the allegations in accordance with this Chapter. If a majority of the commission deems that the complaint has merit and should be investigated, the commission shall draw names randomly from the listing of qualified citizens until three members of the board of ethics have been commissioned to serve. Upon appointment, members of the board of ethics shall sign an affidavit attesting to their qualification to serve as a member of the board. Such board will elect one of its members to serve as chair. The selected members of the board shall serve until the complaint is resolved, at which time the selected members shall no longer be in the pool of seven. The mayor and commissioners who originally designated the departing members shall designate their replacements.

(b) *Qualifications.*

1. All members of the board shall remain a resident of the city and district while serving on the board.

2. No person shall serve as a member of the board if the person has, or has had within the preceding one-year period, any interest in any contract or contracting with the city or has been employed by the city.

3. No person shall serve on the board if he or she currently has any permit or rezoning application pending before the city, or any pending or potential litigation against the city or any city official is charged in the complaint.

4. No person shall serve on the board who has been convicted of a felony involving moral turpitude in this state or any other state, unless such person's civil rights have been restored and at least ten years have elapsed from the date of the completion of the sentence without a subsequent conviction of another felony involving moral turpitude.

5. No person shall serve on the board who is less than 21 years of age, who holds a public elective office, who is physically or mentally unable to discharge the duties of a member of the board, or who is not qualified to be a registered voter in the City of Griffin.

(c) *Compensation.* The members of the board shall serve without compensation.

(d) *Expenses.* The city commission shall provide meeting space for the board and, subject to budgetary procedures and requirements of the city, such supplies and equipment as may be reasonably necessary for the board to perform its duties and responsibilities.

(e) *Removal.* Members of the board may be removed with or without cause by majority vote of the city governing authority.

(f) *Attorney.* An independent attorney, contracted by the city shall attend all meetings and hearings of the board to ensure that all proceedings are conducted properly and in accordance with applicable law.

(g) *Meetings.* All proceedings of the board shall be noticed in accordance with Georgia's Open Meetings Law. The proceedings of the board shall, to the extent authorized by law, remain confidential and not be disclosed to third parties. All meetings or public hearings where evidence is taken shall be open. Deliberations may be conducted in executive sessions. Any final report or recommendation to the commission shall be conducted in an open meeting.

Sec. 2-85. Duties and powers of the board of ethics.

(a) The constituted board of ethics shall have the following duties and powers:

1. To establish procedures, rules and regulations governing its internal organization and conduct of its affairs;
2. To prescribe forms, approved by the city attorney, for disclosure required in this article and to make available to the public information disclosed as provided in this section.
3. To receive and hear complaints of violations of the standards required in this article.
4. To make such investigation, hold such hearing(s) and provide response to a complaint as it deems necessary to determine whether any person has violated any provision of this article.
5. To report its findings to the governing authority for such action as the governing authority deems appropriate.

(b) The commission may consider the findings and recommendation(s) of the board and shall be the body to take final action.

(Ord. No. 19-14, § 1, 10-8-2019)

Sec. 2-86. Receipt of complaint and procedure.

All complaints under this article against city officials shall be in writing and filed with the city attorney. All complaints shall be submitted and signed under oath, shall be legibly drawn and shall clearly address matters within the scope of this article. Upon receipt of a complaint in proper form, the city attorney shall forward a copy of the complaint to the city commission and city official or officials charged in the complaint within no more than seven calendar days.

Upon receipt of a properly verified complaint and timely forwarding of that complaint to the city official charged in the complaint, the commission, at the next regularly scheduled public meeting or at a specially called public meeting, shall review the complaint to determine if there is merit to the allegations in accordance with this Chapter. If a majority of the commission deems that the complaint has merit and should be investigated, the commission shall draw names randomly from the listing of qualified citizens until three members of the board of ethics have been appointed.

Upon receipt of a complaint from the commission, the board of ethics shall conduct an initial review within 30 days, to determine whether the complaint on its face is unjustified, frivolous, patently unfounded or fails to state facts sufficient to invoke the disciplinary jurisdiction of the city commission. The board is empowered to recommend dismissal in writing complaints that it determines are unjustified, frivolous, patently unfounded or fail to state facts sufficient to invoke the disciplinary jurisdiction of the city council; provided, however, that a rejection of such complaint by the board shall not deprive the complaining party of any action such party might otherwise

have at law or in equity against the city official. The board shall report in writing to the city commission any complaint dismissed under this section.

For complaints that are not dismissed, a hearing shall be held within 60 calendar days after filing of the complaint. The board is empowered to conduct investigations, to take evidence, and to hold hearings to address the subject matter of a complaint. The board shall conduct hearings in accordance with the procedures and regulations it establishes but, in all circumstances, at least one hearing shall include the taking of testimony and the cross-examination of available witnesses. At any hearing held by the board, the city official who is the subject of inquiry shall have the right to written notice of the hearing and the allegations at least seven calendar days before the first hearing, to be represented by counsel, to submit and hear evidence and to call and cross-examine witnesses and, to oppose or try to mitigate the allegations. The city official subject to the inquiry shall also have the right but not the obligation of submitting evidence and calling witnesses. The decision of the board shall be rendered to the city commission within seven calendar days after completion of the final hearing. Failure to comply with any of the time deadlines in this section of the article shall not invalidate any otherwise valid complaint or in any way affect the power or jurisdiction of the board or the city commission to act upon any complaint.

Sec. 2-87. Penalties.

Upon receipt of the findings of the ethics board, the city commission may take the following action:

(a) Dismiss the complaint;

(b) Issue a public reprimand or censure; or

(c) Request resignation of public official.

(Ord. No. 19-14, § 1, 10-8-2019)

Sec. 2-88. Right to appeal.

An action for judicial review may be commenced by filing an application for a writ of certiorari in the Superior Court of Spalding County within 30 days after the decision of the board. The filing of such application shall act as supersedeas.

(Ord. No. 19-14, § 1, 10-8-2019)

Secs. 2-89—2-95. Reserved.

AGENDA ITEM SUMMARY

ITEM SUMMARY:

Commissioners to appoint Commissioner to the Griffin Downtown Council for an annual term to expire 12/31/26 to succeed Commissioner Cynthia Ward whose term expired 12/31/25.

SPECIAL CONSIDERATIONS OR CONCERNS:

The Griffin Downtown Council exists to promote and develop existing downtown businesses (in an area defined as being bounded by either the street or straight-line projection of: East by 3rd Street, North by Chappell Street, West by 13th Street and South by Oak Street). The Griffin Downtown Council meets on the 3rd Monday of each month at Noon at the Welcome Center.

STAFF RECOMMENDATION:

N/A

FINANCIAL IMPACT:

N/A

Submitted By:
Susan Bartholomew

Meeting Date:
13/01/2026

Reviewed By:
Jessica O'Connor

ATTACHMENTS:
Downtown Council By-Laws.pdf

BYLAWS

GRIFFIN DOWNTOWN COUNCIL, INC.
CITY OF GRIFFIN, GEORGIA

ARTICLE I - GENERAL

SECTION 1 – NAME

This organization shall be known as Griffin Downtown Council, Inc. (hereinafter "Organization").

SECTION 2 – OPERATION

A Board of Directors shall govern this Organization. The board members shall not receive compensation. However, the organization may have employees who shall be compensated.

SECTION 3 – BOUNDARIES

The Organization's geographic area of responsibility shall consist of the designated Main Street District of downtown Griffin, as defined by the City Commissioners of Griffin, Georgia.

SECTION 4 – PURPOSE AND GOALS

One of the association's objectives shall be to promote Downtown Griffin and support downtown as a Main Street City center for business, culture, and entertainment on a local and regional basis. This corporation will serve as the promotion committee of the Griffin Main Street Program—creating a positive image for downtown as an exciting place to live, shop, and invest and to receive, administer, and distribute funds in connection with any activities related to the above purposes: provided, however, that the Corporation shall only engage in activities that are the purview of Section 501 (c) (3) of the Internal Revenue Code of 1958 or corresponding sections of any prior or future law. The Corporation shall not intervene in any political campaign on behalf of any candidate for public office.

The Board of Directors will determine specific goals annually based on the organization's mission and vision statements and the City of Griffin Main Street Program's Work Plan or other Downtown Griffin related initiatives as determined by the board. The organization will maintain working relationships with the City of Griffin Main

Street Program, the Downtown Development Authority, and the Griffin Spalding Chamber of Commerce to facilitate special events, downtown promotions, other groups, and activities that further the organization's purpose.

ARTICLE II – BOARD OF DIRECTORS

SECTION 1.1 – COMPOSITION

The Board of Directors (Board) shall comprise not less than nine or more than twenty persons. They shall be elected as hereby set forth.

SECTION 1.2 – BOARD MEMBER APPOINTMENTS

As part of the board's composition, the organizations listed shall make an appointment to the board, who shall be voting members and included in the total number of directors. The appointment shall be the chair of the board or their designee for the organization they represent.

1. Griffin City Commissioners
2. Griffin Main Street
3. Griffin Downtown Development Authority
4. Spalding County Commissioners
5. Griffin-Spalding Chamber of Commerce

SECTION 2 – ELIGIBILITY

Any firm, partnership, corporation, association, or person interested in the organization's purposes and objectives as outlined in the charter shall be eligible for membership to the Board. At least fifty percent (50%) of those serving on the Board shall be Stakeholders of the downtown. A Stakeholder shall be defined as owning real property or a business located in the Main Street District, an employee of a business located in the Main Street District, or a resident in the Main Street District.

SECTION 3 – TERMS OF OFFICE

The members of the Board of Directors listed above shall serve 2-year terms.

SECTION 4 – QUORUM

A quorum must be attained at a meeting by at least half of the current board plus one (50% plus one voting member) of the Board members in attendance before

business can be transacted or motions made or passed. Attendance can be in person or remote.

SECTION 5 – VOTING

On any matter submitted to the vote of the Board, each member shall be entitled to one vote unless otherwise disqualified from voting on any particular matter. Unless otherwise provided herein, all matters voted on by the Board shall require the affirmative vote of a majority of the Board members, who will then present and vote for adoption. The Chairperson shall be authorized, but not required, to vote on any matter before the Board unless the Chairperson is otherwise disqualified from voting on the particular matter.

SECTION 6 - VACANCIES IN THE BOARD

The Board may fill any vacancy, with the exception of the appointed directors, at a regularly scheduled board meeting. The Chairperson shall nominate an eligible person to fill an unexpired term who shall be voted on by the board and then serve until the end of the unexpired term for which they were appointed.

SECTION 7 – NOMINATIONS

The chairperson shall appoint a nominating committee of at least 3, and not more than 5, members, including a chairperson. The nominating committee shall submit to the Board a ballot designating nominees for each position, with the exception of the appointed directors, becoming vacant at the end of a member's term. By majority vote, the Board shall elect persons from such list to the Board. Suppose no person is elected from such a list submitted by the nominating committee. In that case, the nominating committee shall submit two additional eligible nominees to the Board, and such process shall continue until all Board positions are filled by persons nominated by the nominating committee and elected by the Board.

SECTION 8 – ELIGIBILITY FOR NOMINATION

Prior to being elected to the Board, each person nominated must have agreed to accept the position to which such person is nominated if elected by the Board and complete board orientation.

SECTION 9 – RESIGNATION, TERMINATION AND ABSENCES

Resignation from the Board must be in writing and submitted to the Secretary. A Board member may be terminated due to excess absences, defined as more than two

unexcused absences from Board meetings in a calendar year, by a vote of majority of the board. The Board shall determine the validity of any proffered excuse. A Board member may be removed for other reasons that the Board determines are detrimental to the operation of the Corporation by a three-fourths vote of the remaining directors.

SECTION 10 – DISCLOSURE OF INTEREST

A board member with a direct interest in any matter before the Organization shall disclose such interest before the Board takes any action concerning the matter, which disclosure shall become a part of the Organization's official proceedings. Further, any member making such disclosure shall then refrain from participating in the Board's decision-making process relative to such matter.

SECTION 11 – CODE OF ETHICS

No director shall participate on behalf of the Organization in any matter which would, to their knowledge, have a direct financial impact, as distinguished from the effect on the general public, on such director, such director's spouse or immediate family, or a business entity with which such director is affiliated. No director may use the position of such director's affiliation with the Organization for such director's financial benefit or the monetary benefit of another person or entity. In addition, no director may use confidential information acquired in their capacity with the Organization for such director's financial benefit or the monetary benefit of another person or entity.

ARTICLE III – MEETINGS

SECTION 1 – ANNUAL MEETING

The date and time of the annual meeting shall be set by the Officers and approved by the Board each year. The election of officers shall occur at the first Board meeting of each fiscal year. Suppose the election of officers does not happen on the day designated or upon any adjournment thereof. In that case, the Board shall cause the election to be held at a regular or special board meeting within ninety (90) calendar days of the beginning of the new fiscal year.

The fiscal year of the Organization shall be the calendar year ending on December 31st.

SECTION 2 – REGULAR MEETINGS

Regular meetings of the Board of Directors shall be held at a location determined by the Chairperson. The meetings shall be each month on the third Monday of that month at a time and place set forth at least three days before the meeting. Any regularly scheduled meeting may be canceled for lack of quorum or other reasonable cause.

Nothing herein shall be construed to prohibit changing the date or time of a meeting where such change is deemed necessary or appropriate to obtain a quorum or for other reasonable cause as determined by the Chairperson. In such an event, all members shall be provided proper notice of the new date and time of the meeting in the manner provided in these by-laws.

SECTION 3 – SPECIAL MEETINGS

The Chairperson or the Vice Chairperson may call special meetings of the Board in the absence of the Chairperson or any three board members by giving twenty-four hours written notice of the meeting. The notice shall state the purpose or purposes of the meeting. It shall be delivered to each member by electronic mail, deemed sufficient written notice of the special meeting.

ARTICLE IV – OFFICERS

SECTION 1 – OFFICERS AND DUTIES

There shall be four officers of the Board consisting of a Chairperson, a Vice Chairperson, a Secretary, and a Treasurer. Their duties are as follows:

SECTION 2 – CHAIRPERSON

The chairperson shall preside at all meetings, manage the business of the Board generally and actively, and ensure that all orders and resolutions are carried out and put into effect. The Chairperson shall execute any contracts, but the secretary shall also attest to all such agreements. The Chairperson shall also perform all other duties as the Board may direct.

SECTION 3 – VICE-CHAIRPERSON

The vice-chairperson shall, in the absence of the chairperson, or in case the Chairperson fails to act, preside at meetings of the Board and have all duties as shall from time to time be imposed upon the Vice-Chairperson by the Board of Directors. The Vice-Chairperson shall also serve as chairperson of the nominating committee.

SECTION 4 – RESIGNATION OR TERMINATION OF CHAIRPERSON

In the untimely event of the chairperson being removed or resigning from the board, the Vice-Chairperson shall immediately receive all responsibilities and duties of the Chairperson until the board appoints a new Chairperson to resume the current term of office. Within 60 days of the date the Secretary receives the resignation, the board must vote on and appoint a new Chairperson to finish out the term of the recently resigned

Chairperson.

SECTION 5 – TREASURER

The Treasurer shall make a financial report at each Board meeting, chair the finance committee, prepare the budget, help develop fundraising plans, and make financial information available to Board members and the public.

SECTION 6 – SECRETARY

The Secretary shall be responsible for keeping records of Board actions, including overseeing the taking of minutes at all Board meetings, sending out meeting announcements, distributing copies of minutes and the agenda to each Board member, and assuring that corporate records are maintained.

ARTICLE V – COMMITTEES

SECTION 1 – ORGANIZATIONAL STANDING COMMITTEES

The Chairperson shall appoint committees of the board from the membership and shall consist of, but not limited to, the following:

I. **Promotion:** The objective is to plan and coordinate events designed to increase customer traffic and sales in the Downtown area.
II. **Membership:** The objective is to promote membership in the Griffin Downtown Council.
III. **Fundraising:** The objective is to prepare annual operating budgets and monthly reports and solicit sponsorships to support downtown initiatives and events.
IV. **Business Support:** The objective is to support existing businesses through initiatives in the Downtown area.
V. **Image and Appearance:** The objective is to enhance Downtown's image as the premiere location for shopping and working and to assist in beautification efforts.

SECTION 2 – SPECIAL OR AD HOC COMMITTEES

The Board of Directors may appoint special or ad hoc committees as necessary from time to time.

ARTICLE VI – AMENDMENTS

SECTION 1 – AMENDMENTS TO BY-LAWS

These by-laws may be amended at any regular or special meeting of the Board of Directors by a two-thirds vote of the members present. No such amendment shall be adopted unless at least ten (10) calendar days written notice has been given to all members. Such notice shall include a copy of the proposed by-law amendment or amendments and shall be provided to members in any way set out in Section 3 of Article III.

Approved by action of the Board of Directors this 21 day of April, 2025.

Chairperson

Secretary

AGENDA ITEM SUMMARY

ITEM SUMMARY:

Commissioners to appoint one commissioner to the Griffin-Spalding Airport Authority for a term concurrent with his/her City Commissioner term of office to succeed Commissioner Truman Tinsley whose term expired 12/31/25.

SPECIAL CONSIDERATIONS OR CONCERNS:

The Griffin-Spalding Airport Authority develops, manages, and operates the regional airport, overseeing construction of a new facility, acquiring land, handling finances (like issuing bonds), ensuring compliance with FAA standards, and supporting economic development by attracting aviation-related businesses and services, while also managing existing airport operations and infrastructure for general aviation and emergency services. The Airport Authority meets on the 2nd Monday of each month at 6:00 p.m. at One Griffin Center.

STAFF RECOMMENDATION:

N/A

FINANCIAL IMPACT:

N/A

Submitted By:
Susan Bartholomew

Meeting Date:
13/01/2026

Reviewed By:
Jessica O'Connor

ATTACHMENTS:
GS Airport Authority.pdf

SECTION 1.

Short title.

This Act shall be known and may be cited as the "Griffin-Spalding County Airport Authority Act."

SECTION 2.

Griffin-Spalding County Airport Authority; creation.

There is created a body corporate and politic to be known as the Griffin-Spalding County Airport Authority, which shall be deemed to be a political subdivision of the State of Georgia and a public corporation by that name, style, and title, and said body may contract and be contracted with, bring and defend actions, implead and be impleaded, and complain and defend in all courts of law and equity, except that the authority of the trustee acting under the trust indenture herein provided for shall in no event be liable for any torts committed by any of the officers, agents, and employees of the authority. The authority shall have perpetual existence.

SECTION 3.

Membership.

The Griffin-Spalding County Airport Authority shall be composed of nine members who shall be appointed by the governing authorities of the County of Spalding and City of Griffin as hereinafter set out. Members of each governing authority shall be qualified to serve in Posts No. 1 through 4. Within 60 days after the approval of this Act, it shall be the duty of said governing authorities to appoint the membership of the authority. The authority shall be composed of nine posts to be designated as Post No. 1, Post No. 2, Post No. 3, Post No. 4, Post No. 5, Post No. 6, Post No. 7, Post No. 8, and Post No. 9. The governing authorities of the County of Spalding and the City of Griffin shall each appoint two of their members to Posts No. 1 and 3 and Posts No. 2 and 4, respectively. The terms of these members shall coincide with their terms of elective office. For Posts No. 5 through 9, the term of each member shall be six years and until a successor is appointed and qualified, except that the initial terms shall be as follows: The member from Post No. 5 shall be appointed initially by the governing authority of Spalding County for a term which shall expire December 31, 2018, or when his or her successor is appointed and qualified. The member from Post No. 6 shall be appointed by the governing authority of the City of Griffin for a term which shall expire on December 31, 2017, or when his or her successor is appointed and qualified. The member from Post No. 7 shall be appointed by the governing authority of Spalding County for a term which shall expire on December 31, 2016, or when his or her successor is appointed and qualified. The member from Post No. 8 shall be appointed by the governing

authority of the City of Griffin for a term which shall expire on December 31, 2015, or when his or her successor is appointed and qualified. The member from Post No. 9 shall be appointed by the governing authority of Spalding County for a term which shall expire on December 31, 2014, or when his or her successor is appointed and qualified; thereafter, such member from Post No. 9 shall be appointed to a full six-year term by the governing authority of the City of Griffin. Future appointments to Post No. 9 shall alternate between the governing authority of Spalding County and the governing authority of the City of Griffin. Following initial appointments, vacancies in each post, other than Post No. 9, shall be filled by the governing authority making the initial appointment.

SECTION 4.

Meetings.

The authority shall hold its organizational meeting on July 16, 2012, at 10:00 A.M. in the City Courtroom, One Griffin Center, 100 S. Hill Street, Griffin, Georgia. Notice of such meeting shall be given to local news media not less than 15 days prior thereto, and a notice shall be posted on the city's official bulletin board and website. The authority shall meet at such times as may be necessary to transact the business coming before it, but not less than quarterly. All meetings shall be called, noticed, and conducted in accordance with Chapter 14 of Title 50 of the O.C.G.A., the "Open Meetings Law." At its organizational meeting and its first regular meeting in January of each year thereafter, the authority shall elect one of its members as its chairperson and another member as secretary-treasurer. It shall be the duty of the secretary-treasurer to prepare written minutes of all meetings of the authority. Only one person shall hold the office of secretary-treasurer. These officers shall be elected for a term ending on December 31 of the year in which they were elected or until their successors are elected and qualified. Five members of the authority shall constitute a quorum for the transaction of all business coming before it. The members of the authority may be compensated as determined from time to time by said governing authorities; however, it is expressly provided that they shall be reimbursed for all actual, reasonable, and necessary expenses incurred in the performance of their duties.

SECTION 5.

Vacancies in office.

In the event of a vacancy on the authority by reason of death, resignation, or otherwise, the vacancy shall be filled by the governing authority which appointed such member, and the person so appointed shall serve for the remainder of the unexpired term.

AGENDA ITEM SUMMARY

ITEM SUMMARY:

Commissioners to appoint member to the Griffin-Spalding Business and Tourism Association for a three-year term expiring 12/31/28 to succeed Jason Chance whose term expired 12/31/25.

SPECIAL CONSIDERATIONS OR CONCERNS:

GSBTA is a non-profit corporation whose purpose is to promote business, tourism and trade conventions for the City and County; to study, investigate, develop and implement plans for improving business and tourism in the City and County; to advise the Boards of Commissioners or the City and County regarding the development of business and tourism in the City and County. This board meets the 4th Thursday each month at 3:30p.m. at the Welcome Center.

STAFF RECOMMENDATION:

N/A

FINANCIAL IMPACT:

N/A

Submitted By:
Susan Bartholomew

Meeting Date:
13/01/2026

Reviewed By:
Jessica O'Connor

ATTACHMENTS:
GSBTA By-Laws.pdf
GSBTA IGA .pdf
Nom McCarthy GSBTA.pdf
NOM GSBTA Chance.pdf

STATE OF GEORGIA,
COUNTY OF SPALDING.

BY – LAWS OF GRIFFIN-SPALDING BUSINESS AND TOURISM ASSOCIATION, INC.

ARTICLE I
General

Section 1. Name. The organization is incorporated under the laws of the State of Georgia and shall be known as the **GRIFFIN-SPALDING BUSINESS AND TOURISM ASSOCIATION, INC.** (hereinafter referred to as the "Association").

Section 2. Location. The initial registered office of the Association shall be 100 South Hill Street, Griffin, Georgia 30223. The registered office of the Association in the State of Georgia may be subsequently designated by the Association from time to time.

Section 3. Purpose.

The purpose of the Association shall be:

(1) To promote business, tourism, trade, and conventions for the City of Griffin and Spalding County, Georgia (hereinafter referred to as "the City" and "the County");

(2) To study, investigate, and develop plans for improving business and tourism in the City and County and to implement such plans in order to attract businesses, visitors, and conventions to the City and County;

(3) To advise and recommend plans to the Board of Commissions of the City and County and the departments of the City and County for the development of business and tourism in the City and County; and

(4) To otherwise promote public interest in the general improvement of business and tourism in the City and County.

Nothing contained within these By-Laws shall be construed to abridge and/or change the powers and duties of other authorities, departments, boards, and similar City and County agencies.

Section 4. Non-Profit Status. The Association shall observe all local, state, and federal laws which apply to non-profit organizations as defined in Section 501(c)(6) of the Internal Revenue Code.

Section 5. Distribution of Assets upon Dissolution. In the event of the liquidation or dissolution of the Association, whether voluntary or involuntary, no member shall be entitled to

any distribution or division of its remaining property or its proceeds. The balance of the money and other property received by the corporation from any source after payment of all debts and obligations of the corporation shall be paid over to a confirmed charitable association.

ARTICLE II
Powers

The Association shall have all the powers necessary or convenient to carry out and effectuate its purpose, including, but not limited to, the power:

(1) To sue and be sued, in contract and in tort, and to complain and defend in all courts;

(2) To adopt and alter a corporate seal;

(3) To acquire by purchase, lease, or otherwise, and to hold, lease, and dispose of real and personal property of every kind and character for its corporate purposes; to insure the same against any and all risk such as insurance may, from time to time, be available;

(4) To acquire in its own name by purchase, on such terms and conditions and in such manner as it may deem proper, real property, or rights and easements therein, or franchises necessary or convenient for its corporate purposes, and to use the same so long as its corporate existence shall continue, and to lease or make contracts with respect to the use of disposal of the same in any manner it deems to the best advantage of the Association;

(5) In any such exercise of such powers, rights, and privileges jointly or in common with others, with respect to the construction, operation, and maintenance of projects, the Association may own an undivided interest in such projects with any other parties, whether public or private. The Association may enter into agreements with respect to any project with the other parties participating therein;

(6) To make and execute contracts, agreements, and other instruments necessary and convenient to exercise the powers of the Association or to further the public purpose for which the Association is created;

(7) To borrow money to further carry out its public purpose and to execute notes, other obligations, leases, loan agreements, assignments, and such other agreements or instruments as may be necessary or desirable in the judgment of the Association to evidence and to provide security for such borrowing;

(8) To make application, directly or indirectly, to any federal, state, county, or municipal government or agency or to any other source, whether public or private, for loans, grants, guarantees, or other financial assistance in

furtherance of the Association's public purpose and to accept and use the same upon such terms and conditions as are prescribed by such federal, state, county, or municipal government or agency or other source;

(9) To enter into agreements with the federal government, state government, local government, or any agency thereof to use the facilities or services of the federal, state, or local government or any agency thereof in order to further or carry out the public purposes of the Association;

(10) Subject to proper appropriation by the Association, to receive and use the proceeds of any tax levied by a political subdivision or taxing district of the state to pay the cost of any project or for any other purpose for which the Association may use its own funds;

(11) To accept donations and appropriations of money, services, products, property, and facilities for expenditure and use by the Association for the accomplishment of its purpose;

(12) To adopt by-laws governing the conduct of business by the Association, the election and duties of officers of the Association, and other matters the Association determines to include in its by-laws; and

(13) To do any and all things necessary or proper for the accomplishment of its objectives and to exercise any power usually possessed by private corporations performing similar functions not in conflict with the public purpose of the Association or the Constitution and laws of the State of Georgia.

The Association shall not have the power or authority to bind the City and/or County by contract, agreement, financial obligation, indebtedness, or otherwise. No contract, agreement, financial obligation, or other indebtedness incurred by the Association shall ever be a claim or charge against the City and/or County.

ARTICLE III
Board of Directors

Section 1. Board of Directors. The Board of Directors (hereinafter "Board") shall consist of eleven (11) persons. Two (2) Directors shall serve in an ex officio capacity, without voting rights, by virtue of their holding offices within the government of the City of Griffin and Spalding County. The remaining nine (9) voting Directors shall be appointed as detailed in Section 3 of this Article. The Chairman of the Board shall be elected by the Board at the first meeting of the year.

The governance, policy-making responsibilities, business, and affairs of the Association shall be vested in its Board of Directors, subject to limitations imposed by law, the Articles of Incorporation, and these By-Laws. All such actions shall be by majority vote of the members of

the Board present at any meeting. The Board shall control the Association's property, be responsible for its finances, and direct its affairs.

Section 2. Ex Officio Directors. The County Manager and City Manager shall serve as ex officio Directors.

Section 3. Selection and Election of Voting Directors. The remaining nine (9) voting Directors shall be established as follows:

Six (6) Directors shall be appointed at the June 2016 meetings of the City Board of Commissioners and County Board of Commissioners by the following:

The City shall appoint a City resident or business owner and a City Board of Commissioner, each for a three (3) year term. The County shall appoint a staff member with the Spalding County Parks and Recreation Department, a Sun City Peachtree resident, a County resident or business owner, and a County Board of Commissioner, each for a three (3) year term.

The remaining three (3) Directors are designated as the Main Street Advisory Board Chairman, the Griffin-Spalding Chamber of Commerce Tourism Committee Chairman, and the Downtown Development Authority Chairman.

Section 4. Seating of New Directors. All newly appointed Board members shall be seated at the July 2016 Board meeting and in years thereafter at the January Board meeting. Those members shall be participating Board members thereafter.

Section 5. Removal and Reinstatement. An appointed member of the Board of Directors who shall be absent from three (3) regular meetings of the Board shall automatically be dropped from membership on the Board. Reinstatement may be made by approval of a majority vote of the Board at its next regular scheduled meeting.

Section 6. Vacancies. Appointed position vacancies shall be filled by the respective Board of Commissioners that made the initial appointment.

Section 7. Regular Meetings. The Board shall provide, by resolution, the time and place for holding regular meetings with notice to comply with the Open Meetings Act, as codified in O.C.G.A. § 50-1401, *et seq.* Additional regular meetings shall be held at the principal office of the Association in the absence of any designation in the resolution. The Association is subject to the Open Meetings Act, as codified in O.C.G.A. § 50-14-1, *et seq.* and shall abide by the procedures set forth therein.

Section 8. Special Meetings. Special meetings of the Board may be called by or at the request of the Executive Director or by majority vote of the Directors, and shall be held at the principal office of the Association or at such other place as the Directors may determine.

Section 9. Quorum. A majority of the Board shall constitute a quorum for the transaction of business at any meeting of the Board; but if less than a majority of the Directors

are present at any meeting, a majority of the Directors present may adjourn the meeting from time to time without further notice.

Section 10. Notice, Agenda, Minutes. Written notice of all Board meetings must be given at least five (5) days in advance unless otherwise stated. An advance agenda and minutes must be prepared for all meetings.

Section 11. Policy. The Board of Directors is responsible for establishing procedures and formulating and adopting policies of the Association. These policies shall be maintained in a policy manual to be reviewed annually and revised as necessary.

Section 12. Management. Other than the Executive Director of the Association, who is discussed in Article VI, Section 2(c), the Board shall employ staff as necessary to fulfill the purposes of the Association and shall fix the salary and other considerations of employment.

Section 13. Compensation of Directors. Directors shall not receive any stated compensation for their services, but, by resolution of the Board, may be reimbursed for expenses incurred as a member of the Board. Nothing contained herein shall be construed to preclude any Director from serving the Association in any other capacity and receiving compensation therefore.

Section 14. Indemnification. The Association may, by resolution of the Board, provide for indemnification by the Association of any and all current or former officers, directors, and employees against expenses actually and necessarily incurred by them in connection with the defense of any action, suit, or proceeding in which they or any of them are made parties, or a party, by reason of having been officers, directors, or employees of the Association, except in relation to matters as to which such individuals shall be adjudged in such action, suit, or proceeding to be liable for negligence or misconduct in the performance of duty and to such matters as shall be settled by agreement predicated on the existence of such liability for negligence or misconduct.

ARTICLE IV
Officers

Section 1. Determination of Officers. The Board of Directors, at its July 2016 meeting and then at its January meeting in each year thereafter, shall reorganize for the coming year. The Directors shall nominate Officers each year to serve a one (1) year term.

Section 2. Duties of Officers.

(a) Chair of the Board. The Chair shall serve as the chief elected office of the Association and shall preside at all meetings of the membership and the Board of Directors.

(b) Treasurer. The Treasurer shall be responsible for the safeguarding of all funds received by the Association and for their proper disbursement. Such

funds shall be kept on deposit in financial institutions, or invested in a manner approved by the Board. The Executive Director and Treasurer shall have signature authority. Checks in amounts greater than Five Hundred Dollars ($500.00) must be signed by both the Executive Director and Treasurer, or, in the absence of either, by any two officers. The Treasurer shall cause a quarterly financial report to be made to the Board.

(c) Executive Director. The Executive Director shall be the City's Main Street Program Manager and shall be the chief administrative officer of the Association. The Executive Director shall be an employee of the City, and as a result, shall continue to operate under the City's personnel policy and shall be compensated accordingly. The Executive Director shall serve as secretary to the Board of Directors and cause to be prepared notices, agendas, and minutes of meetings of the Board. The Executive Director shall be responsible for hiring, directing, supervising, and discharging all Association employees. Any Association employees will be employees of the City and shall continue to operate under the City's personnel policy. With the cooperation of the Treasurer, the Executive Director shall be responsible for the preparation of a business operating budget covering activities of the Association, subject to the approval of the Board. The Executive Director shall also be responsible for all expenditures within approved business budget allocations.

Section 4. Indemnification. The Association may, by resolution of the Board, provide for indemnification by the Association of any and all of its officers or former officers as described in Article V, Section 14 of these By-Laws.

ARTICLE V
Finances

Section 1. Funds. All moneys paid to the Association shall be placed in the general operating fund, or such funds as are designated by the Board.

Section 2. Disbursements. Upon approval of the budget, the Treasurer is authorized to make disbursements on accounts and expenses provided for in the budget without additional approval of the Board.

Section 3. Fiscal Year. The Association's fiscal year shall be from July 1 of the current year through June 30 of the following year.

Section 4. Budget. As soon as possible after the election of the new Board of Directors and Officers, the Executive Director and the Treasurer shall present the budget for the coming year to the Board for approval and adoption.

Section 5. Annual Audit. The accounts of the Association shall be audited annually as of the close of business on June 30 by a certified public accountant. The audit shall at all times be available to the public.

Section 6. Bonding. The Executive Director and such other Officers and staff as the Board may designate shall be bonded by a sufficient fidelity bond in an amount set by the Board and paid for by the Association.

Section 7. Conflicts of Interest. Whenever a Director or Officer has a financial or personal interest in any matter coming before the Board of Directors, the affected person shall fully disclose the nature of the interest and withdraw from discussion, lobbying, and voting on the matter. Any transaction or vote involving a potential conflict of interest shall be approved only when a majority of disinterested Directors determine that it is in the best interest of the Association to do so.

ARTICLE VI
Miscellaneous

Section 1. Parliamentary Authority. The current edition of "Robert's Rules of Order" shall be the final source of authority in all questions of parliamentary procedure when such rules are not consistent with the By-Laws of this Association.

Section 2. Amendments. These By-Laws may be amended when necessary by two-thirds majority of the Board. Proposed amendments shall be submitted to the Executive Director to be sent out in the same manner as notices.

These By-Laws were approved at a meeting of the Board of Directors by a majority vote on this the _____ day of June, 2016.

STATE OF GEORGIA
COUNTY OF SPALDING

ARTICLES OF INCORPORATION OF GRIFFIN-SPALDING BUSINESS AND TOURISM ASSOCIATION, INC.

Article I

The name of the corporation is Griffin-Spalding Business and Tourism Association, Inc.

Article II

The corporation is organized pursuant to the Georgia Nonprofit Corporation Code.

Article III

The street address of the initial registered office of the corporation is 100 South Hill Street, Griffin, Spalding County, Georgia 30223. The registered agent at such address is Jessica Whatley O'Connor.

Article IV

The name and address of each incorporator is:

Kenny Smith, City Manager
City of Griffin
100 South Hill Street
Griffin, Georgia 30223

William Wilson, County Manager
Spalding County, Georgia
119 East Solomon Street
Griffin, Georgia 30223

Article V

The corporation will not have members.

Article VI

The mailing address of the initial principal office of the corporation is Post Office Box T, Griffin, Georgia 30224.

IN WITNESS WHEREOF the undersigned has executed these Articles of Incorporation this _____ day of _____, 2016.

Kenny Smith, Incorporator

William Wilson, Incorporator

INTERGOVERNMENTAL CONTRACT
between the
CITY OF GRIFFIN, GEORGIA
and
SPALDING COUNTY, GEORGIA

PREAMBLE

This Intergovernmental Contract entered into this 5th day of February, 2024 pursuant to the provisions of O.C.G.A. § 48-13-51(b) (hereinafter referred to as "Hotel-Motel Tax"), established by House Bill 1168, between the **CITY OF GRIFFIN, GEORGIA** (hereinafter referred to as the "City") and **SPALDING COUNTY, GEORGIA** (hereinafter referred to as the "County") (and collectively the City of Griffin, Georgia and Spalding County, Georgia hereinafter referred to as the "Parties") is for the purpose of amending funding requirements for the City and the County with respect to the **Griffin-Spalding Business and Tourism Association, Inc.** (hereinafter referred to as the "GSBTA") and to provide for the duties and responsibilities of both Parties.

RECITALS

WHEREAS, House Bill 1168 codified at O.C.G.A. § 48-13-51(b), which became effective July 1, 2008, created a new hotel-motel tax authorization with rates up to eight percent (8%); and

WHEREAS, the City imposes a hotel-motel tax of eight percent through the Griffin-Spalding Business and Tourism Association, Inc. as its Destination Marketing Organization; and

WHEREAS, the County imposes a hotel-motel tax of eight percent through the Griffin-Spalding Business and Tourism Association, Inc., as its Destination Marketing Organization; and

WHEREAS, the City and County wish to amend the requirements of each Party for the collection of the hotel-motel tax;

NOW THEREFORE, the Parties agree to the following:

ARTICLE I
PURPOSE

Section 1.01. Purpose. The purpose of this Contract is to amend the funding requirements of the City and the County with respect to the Griffin-Spalding Business and Tourism Association, Inc. (hereinafter referred to as "GSBTA") and to provide for the duties and responsibilities of both Parties.

ARTICLE II
POWERS AND DUTIES OF THE PARTIES

Section 2.01. Executive Director. The Executive Director of the GSBTA shall be responsible for the management of the day-to-day affairs of the GSBTA and for the implementation of policies set by the Board of Directors of the GSBTA.

Section 2.02. Budget. The City and County shall deposit into the appropriate financial account of the GSBTA one hundred percent (100%) of its annual tourism product development hotel-motel tax revenue on a monthly basis.

Section 2.03. GSBTA Functions. The GSBTA is a non-profit corporation whose purpose is to promote business, tourism, and trade conventions for the City and County; to study, investigate , develop, and implement plans for improving business and tourism in the City and County; to advise the Board of Commissioners for both Parties regarding the development of business and tourism in the area; and to otherwise promote the public interest in business and tourism in the City and County. The GSBTA has complete autonomy in regard to promoting tourism, conventions, and trade shows for the City and County, along with determining which tourism related products it seeks to develop, fund, market, and/or construct.

Section 2.04. The Griffin-Spalding Chamber of Commerce, The University of Georgia-Griffin Campus. The GSBTA shall be responsible for continuing to fund the Griffin-Spalding Chamber of Commerce and the University of Georgia-Griffin Campus at no less than the current funding amount through its collection of the City's and County's restricted funds from the hotel-motel tax. If there is a decline in the collection of hotel-motel tax from the County, then the amount funded to these organizations will be adjusted accordingly.

ARTICLE III
MISCELLANEOUS PROVISIONS

Section 3.01. Duration of Contract. This Contract shall commence on the Effective Date and shall remain in full force and effect until such time as it has been terminated by the Parties as contemplated by Section 3.10, or for fifty (50) years, whichever is sooner.

Section 3.02. Entire Agreement. This Contract sets forth the entire agreement between the Parties and supersedes any and all prior contracts or understandings between them in any way related to the subject matter of this Contract. It is further understood and agreed that the terms and conditions of this Contract are not a mere recital and that there are no other contracts, understandings, or representations between the Parties in any way related to the subject matter of this Contract, except as expressly stated in this Contract.

Section 3.03. Interpretation of Contract. The Parties intend that this Contract shall be construed liberally to effectuate the intent and purposes of this Contract and the legislative intent and purposes of a destination marketing organization organized for the purpose of collecting Hotel- Motel Tax. All powers granted to the GSBTA under this Contract shall be broadly interpreted to effectuate the intent and purposes and not as a limitation of powers.

Section 3.04. Severability of Provisions. If any provision of this Contract, or its application to any Person, Party or circumstance, is invalid or unenforceable, the remainder of this Contract and the application of that provision to other Persons, Parties or circumstances is not affected but will be enforced to the extent permitted by law.

Section 3.05. Governing Law. This Contract is made and entered into in the State of Georgia and shall in all respects be interpreted, enforced, and governed under the laws of the State of Georgia without regard to the doctrines of conflict of laws. The language of all parts of this Contract shall in all cases be construed as a whole according to its plain and fair meaning, and not construed strictly for or against any Party.

Section 3.06. Captions and Headings. The captions, headings, and titles in this Contract are intended for the convenience of the reader and are not intended to have any substantive meaning or to be interpreted as part of this Contract.

Section 3.07. Terminology. All terms and words used in this Contract, regardless of the number or gender in which they are used, are deemed to include any other number and any other gender as the

context may require.

Section 3.08. Jurisdiction and Venue. In the event of any disputes between the Parties over the meaning, interpretation, or implementation of the terms, covenants, or conditions of this Contract, the matter under dispute, unless resolved between the Parties, shall be submitted to the Superior Courts of Spalding County.

Section 3.09. Amendments to Contract. This Contract may be amended or an alternative form of this Contract adopted only upon written amendment approved by all Parties.

Section 3.10. Termination of Contract. The parties reserve the right to terminate this contract, in whole or in part, for failure to comply with any provision of this contract as outlined or in the event the party determines that such termination is in the best interest of the party by providing a written notice to the other party and to the Association at least ninety (90) days before the effective date of termination.

IN WITNESS WHEREOF, the parties have caused this Intergovernmental Contract to be executed by placing on it the signatures of the persons authorized to act for the parties as follows:

Spalding County, Georgia (SEAL)

By: _____
Ryan Bowlden, Vice Chairman

Attest: _____
Steve Ledbetter, County Manager

Approved as to form:

By: _____
Stephanie Windham,
County Attorney

City of Griffin, Georgia (SEAL)

By: _____
Douglas Hollberg, Mayor

Attest: _____
Jessica O'Connor, City Manager

Approved as to form:

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

NOMINATION FOR APPOINTMENT

Profile

Office of the City Manager, Jessica O'Connor
One Griffin Center | 100 S. Hill Street-P.O. Box T | Griffin, GA 30224
P 770.229.6408 F 678.692.6403 W cityofgriffin.com

Which Boards would you like to apply for?

Griffin Spalding Business and Tourism Association: Submitted

Clive (First Name) | S (Middle Initial) | McCarthy (Last Name)

105 Cheshire Drive (Home Address) | (Suite or Apt)

Griffin (City) | GA (State) | 30223 (Postal Code)

Home: (214) 491-2433 (Primary Phone) | (Alternate Phone)

clive@cfempowermentgroup.com (Email Address)

Three Rivers Workforce Development Board (Employer) | Chairman (Occupation)

Business Address:

501 Varsity Road Griffin, GA 30223

Do you live within the city limits or in the county? *

☑ Within city limits

Experience

Education / Experience / Background:

MBA Regis University BA, Organizational Development- Regis University Disabled Combat Veteran Strategic visionary leader with 14+ years of experience driving innovation, organizational transformation, and sustainable growth. Proven expertise in strategic planning, leadership development, process improvement, and enterprise risk management.

Other Committees, Boards, Authorities, etc. presently serving on:

Other pertinent information:

Extensive Board leadership experience at local, regional and national levels.

By submitting this application, I affirm that the facts set forth in it are true and complete. I understand that if I am appointed, any false statements, omissions or other misrepresentations made by me on this application may result in my immediate dismissal. I understand that I will not be paid and that filling out an application does not guarantee my appointment.

Nominee / Nominator Signature: _____

Clive McCarthy

Clive_McCarthy_Resume_yh_rev_1.25_BIG_I.docx

Upload a Resume

NOMINATION FOR APPOINTMENT

Profile

Office of the City Manager, Jessica O'Connor
One Griffin Center | 100 S. Hill Street-P.O. Box T | Griffin, GA 30224
P 770.229.6408 F 678.692.6403 W cityofgriffin.com

Which Boards would you like to apply for?

Griffin Spalding Business and Tourism Association: Submitted

Jason (First Name) | (Middle Initial) | Chance (Last Name)

510 S 6th St (Home Address) | (Suite or Apt)

Griffin (City) | GA (State) | 30224 (Postal Code)

Mobile: (770) 375-6994 (Primary Phone) | (Alternate Phone)

jchance@gmail.com (Email Address)

Portal Labs, LLC (Employer) | Managing Partner (Occupation)

Business Address:

Portal Labs, LLC 109 S Hill St, Suite B Griffin, GA 30223

Do you live within the city limits or in the county? *

☑ Within city limits

Experience

Education / Experience / Background:

Experience: I have been a Griffin downtown business owner for over 10 years. Over 15 years of experience with traditional advertising, online marketing, information systems, contractor hiring and management, and business policy management. Education: All-Source Intelligence Analyst- US Army Intelligence Center Human Intelligence Collector- US Army Intelligence Center Certificate, Business Management- UNC Greensboro Certificate, Information Systems Management - Georgia Tech

Other Committees, Boards, Authorities, etc. presently serving on:

- Vice Chair, Griffin Downtown Development Authority - Board Member, Griffin Environmental Council - Board Member, Griffin/Spalding Regional Transportation Board - City Appointee

Other pertinent information:

As the current GSBTA appointee I manage the team of contractors that create content, work closely with the hotel managers to create content to drive overnight stays, and I am the administrator and manager of the inGriffin.com website. I am the only appointee on the board with experience in these areas coupled with actual experience running marketing campaigns.

By submitting this application, I affirm that the facts set forth in it are true and complete. I understand that if I am appointed, any false statements, omissions or other misrepresentations made by me on this application may result in my immediate dismissal. I understand that I will not be paid and that filling out an application does not guarantee my appointment.

Nominee / Nominator Signature: _____

Jason Chance

Upload a Resume

AGENDA ITEM SUMMARY

ITEM SUMMARY:

Commissioners to appoint a commissioner to the Griffin-Spalding Business and Tourism Association for a one-year term expiring 12/31/26 to succeed Commissioner Cynthia Ward whose term expired 12/31/25.

Submitted By:

Susan Bartholomew

Meeting Date:

13/01/2026

Reviewed By:

Jessica O'Connor

ATTACHMENTS:

GSBTA.pdf

STATE OF GEORGIA,
COUNTY OF SPALDING.

BY – LAWS OF GRIFFIN-SPALDING BUSINESS AND TOURISM ASSOCIATION, INC.

ARTICLE I
General

Section 1. Name. The organization is incorporated under the laws of the State of Georgia and shall be known as the **GRIFFIN-SPALDING BUSINESS AND TOURISM ASSOCIATION, INC.** (hereinafter referred to as the "Association").

Section 2. Location. The initial registered office of the Association shall be 100 South Hill Street, Griffin, Georgia 30223. The registered office of the Association in the State of Georgia may be subsequently designated by the Association from time to time.

Section 3. Purpose.

The purpose of the Association shall be:

(1) To promote business, tourism, trade, and conventions for the City of Griffin and Spalding County, Georgia (hereinafter referred to as "the City" and "the County");

(2) To study, investigate, and develop plans for improving business and tourism in the City and County and to implement such plans in order to attract businesses, visitors, and conventions to the City and County;

(3) To advise and recommend plans to the Board of Commissions of the City and County and the departments of the City and County for the development of business and tourism in the City and County; and

(4) To otherwise promote public interest in the general improvement of business and tourism in the City and County.

Nothing contained within these By-Laws shall be construed to abridge and/or change the powers and duties of other authorities, departments, boards, and similar City and County agencies.

Section 4. Non-Profit Status. The Association shall observe all local, state, and federal laws which apply to non-profit organizations as defined in Section 501(c)(6) of the Internal Revenue Code.

Section 5. Distribution of Assets upon Dissolution. In the event of the liquidation or dissolution of the Association, whether voluntary or involuntary, no member shall be entitled to

any distribution or division of its remaining property or its proceeds. The balance of the money and other property received by the corporation from any source after payment of all debts and obligations of the corporation shall be paid over to a confirmed charitable association.

ARTICLE II
Powers

The Association shall have all the powers necessary or convenient to carry out and effectuate its purpose, including, but not limited to, the power:

(1) To sue and be sued, in contract and in tort, and to complain and defend in all courts;

(2) To adopt and alter a corporate seal;

(3) To acquire by purchase, lease, or otherwise, and to hold, lease, and dispose of real and personal property of every kind and character for its corporate purposes; to insure the same against any and all risk such as insurance may, from time to time, be available;

(4) To acquire in its own name by purchase, on such terms and conditions and in such manner as it may deem proper, real property, or rights and easements therein, or franchises necessary or convenient for its corporate purposes, and to use the same so long as its corporate existence shall continue, and to lease or make contracts with respect to the use of disposal of the same in any manner it deems to the best advantage of the Association;

(5) In any such exercise of such powers, rights, and privileges jointly or in common with others, with respect to the construction, operation, and maintenance of projects, the Association may own an undivided interest in such projects with any other parties, whether public or private. The Association may enter into agreements with respect to any project with the other parties participating therein;

(6) To make and execute contracts, agreements, and other instruments necessary and convenient to exercise the powers of the Association or to further the public purpose for which the Association is created;

(7) To borrow money to further carry out its public purpose and to execute notes, other obligations, leases, loan agreements, assignments, and such other agreements or instruments as may be necessary or desirable in the judgment of the Association to evidence and to provide security for such borrowing;

(8) To make application, directly or indirectly, to any federal, state, county, or municipal government or agency or to any other source, whether public or private, for loans, grants, guarantees, or other financial assistance in

furtherance of the Association's public purpose and to accept and use the same upon such terms and conditions as are prescribed by such federal, state, county, or municipal government or agency or other source;

(9) To enter into agreements with the federal government, state government, local government, or any agency thereof to use the facilities or services of the federal, state, or local government or any agency thereof in order to further or carry out the public purposes of the Association;

(10) Subject to proper appropriation by the Association, to receive and use the proceeds of any tax levied by a political subdivision or taxing district of the state to pay the cost of any project or for any other purpose for which the Association may use its own funds;

(11) To accept donations and appropriations of money, services, products, property, and facilities for expenditure and use by the Association for the accomplishment of its purpose;

(12) To adopt by-laws governing the conduct of business by the Association, the election and duties of officers of the Association, and other matters the Association determines to include in its by-laws; and

(13) To do any and all things necessary or proper for the accomplishment of its objectives and to exercise any power usually possessed by private corporations performing similar functions not in conflict with the public purpose of the Association or the Constitution and laws of the State of Georgia.

The Association shall not have the power or authority to bind the City and/or County by contract, agreement, financial obligation, indebtedness, or otherwise. No contract, agreement, financial obligation, or other indebtedness incurred by the Association shall ever be a claim or charge against the City and/or County.

ARTICLE III
Board of Directors

Section 1. Board of Directors. The Board of Directors (hereinafter "Board") shall consist of eleven (11) persons. Two (2) Directors shall serve in an ex officio capacity, without voting rights, by virtue of their holding offices within the government of the City of Griffin and Spalding County. The remaining nine (9) voting Directors shall be appointed as detailed in Section 3 of this Article. The Chairman of the Board shall be elected by the Board at the first meeting of the year.

The governance, policy-making responsibilities, business, and affairs of the Association shall be vested in its Board of Directors, subject to limitations imposed by law, the Articles of Incorporation, and these By-Laws. All such actions shall be by majority vote of the members of

the Board present at any meeting. The Board shall control the Association's property, be responsible for its finances, and direct its affairs.

Section 2. Ex Officio Directors. The County Manager and City Manager shall serve as ex officio Directors.

Section 3. Selection and Election of Voting Directors. The remaining nine (9) voting Directors shall be established as follows:

Six (6) Directors shall be appointed at the June 2016 meetings of the City Board of Commissioners and County Board of Commissioners by the following:

The City shall appoint a City resident or business owner and a City Board of Commissioner, each for a three (3) year term. The County shall appoint a staff member with the Spalding County Parks and Recreation Department, a Sun City Peachtree resident, a County resident or business owner, and a County Board of Commissioner, each for a three (3) year term.

The remaining three (3) Directors are designated as the Main Street Advisory Board Chairman, the Griffin-Spalding Chamber of Commerce Tourism Committee Chairman, and the Downtown Development Authority Chairman.

Section 4. Seating of New Directors. All newly appointed Board members shall be seated at the July 2016 Board meeting and in years thereafter at the January Board meeting. Those members shall be participating Board members thereafter.

Section 5. Removal and Reinstatement. An appointed member of the Board of Directors who shall be absent from three (3) regular meetings of the Board shall automatically be dropped from membership on the Board. Reinstatement may be made by approval of a majority vote of the Board at its next regular scheduled meeting.

Section 6. Vacancies. Appointed position vacancies shall be filled by the respective Board of Commissioners that made the initial appointment.

Section 7. Regular Meetings. The Board shall provide, by resolution, the time and place for holding regular meetings with notice to comply with the Open Meetings Act, as codified in O.C.G.A. § 50-1401, *et seq.* Additional regular meetings shall be held at the principal office of the Association in the absence of any designation in the resolution. The Association is subject to the Open Meetings Act, as codified in O.C.G.A. § 50-14-1, *et seq.* and shall abide by the procedures set forth therein.

Section 8. Special Meetings. Special meetings of the Board may be called by or at the request of the Executive Director or by majority vote of the Directors, and shall be held at the principal office of the Association or at such other place as the Directors may determine.

Section 9. Quorum. A majority of the Board shall constitute a quorum for the transaction of business at any meeting of the Board; but if less than a majority of the Directors

are present at any meeting, a majority of the Directors present may adjourn the meeting from time to time without further notice.

Section 10. Notice, Agenda, Minutes. Written notice of all Board meetings must be given at least five (5) days in advance unless otherwise stated. An advance agenda and minutes must be prepared for all meetings.

Section 11. Policy. The Board of Directors is responsible for establishing procedures and formulating and adopting policies of the Association. These policies shall be maintained in a policy manual to be reviewed annually and revised as necessary.

Section 12. Management. Other than the Executive Director of the Association, who is discussed in Article VI, Section 2(c), the Board shall employ staff as necessary to fulfill the purposes of the Association and shall fix the salary and other considerations of employment.

Section 13. Compensation of Directors. Directors shall not receive any stated compensation for their services, but, by resolution of the Board, may be reimbursed for expenses incurred as a member of the Board. Nothing contained herein shall be construed to preclude any Director from serving the Association in any other capacity and receiving compensation therefore.

Section 14. Indemnification. The Association may, by resolution of the Board, provide for indemnification by the Association of any and all current or former officers, directors, and employees against expenses actually and necessarily incurred by them in connection with the defense of any action, suit, or proceeding in which they or any of them are made parties, or a party, by reason of having been officers, directors, or employees of the Association, except in relation to matters as to which such individuals shall be adjudged in such action, suit, or proceeding to be liable for negligence or misconduct in the performance of duty and to such matters as shall be settled by agreement predicated on the existence of such liability for negligence or misconduct.

ARTICLE IV
Officers

Section 1. Determination of Officers. The Board of Directors, at its July 2016 meeting and then at its January meeting in each year thereafter, shall reorganize for the coming year. The Directors shall nominate Officers each year to serve a one (1) year term.

Section 2. Duties of Officers.

(a) Chair of the Board. The Chair shall serve as the chief elected office of the Association and shall preside at all meetings of the membership and the Board of Directors.

(b) Treasurer. The Treasurer shall be responsible for the safeguarding of all funds received by the Association and for their proper disbursement. Such

funds shall be kept on deposit in financial institutions, or invested in a manner approved by the Board. The Executive Director and Treasurer shall have signature authority. Checks in amounts greater than Five Hundred Dollars ($500.00) must be signed by both the Executive Director and Treasurer, or, in the absence of either, by any two officers. The Treasurer shall cause a quarterly financial report to be made to the Board.

(c) Executive Director. The Executive Director shall be the City's Main Street Program Manager and shall be the chief administrative officer of the Association. The Executive Director shall be an employee of the City, and as a result, shall continue to operate under the City's personnel policy and shall be compensated accordingly. The Executive Director shall serve as secretary to the Board of Directors and cause to be prepared notices, agendas, and minutes of meetings of the Board. The Executive Director shall be responsible for hiring, directing, supervising, and discharging all Association employees. Any Association employees will be employees of the City and shall continue to operate under the City's personnel policy. With the cooperation of the Treasurer, the Executive Director shall be responsible for the preparation of a business operating budget covering activities of the Association, subject to the approval of the Board. The Executive Director shall also be responsible for all expenditures within approved business budget allocations.

Section 4. Indemnification. The Association may, by resolution of the Board, provide for indemnification by the Association of any and all of its officers or former officers as described in Article V, Section 14 of these By-Laws.

ARTICLE V
Finances

Section 1. Funds. All moneys paid to the Association shall be placed in the general operating fund, or such funds as are designated by the Board.

Section 2. Disbursements. Upon approval of the budget, the Treasurer is authorized to make disbursements on accounts and expenses provided for in the budget without additional approval of the Board.

Section 3. Fiscal Year. The Association's fiscal year shall be from July 1 of the current year through June 30 of the following year.

Section 4. Budget. As soon as possible after the election of the new Board of Directors and Officers, the Executive Director and the Treasurer shall present the budget for the coming year to the Board for approval and adoption.

Section 5. Annual Audit. The accounts of the Association shall be audited annually as of the close of business on June 30 by a certified public accountant. The audit shall at all times be available to the public.

Section 6. Bonding. The Executive Director and such other Officers and staff as the Board may designate shall be bonded by a sufficient fidelity bond in an amount set by the Board and paid for by the Association.

Section 7. Conflicts of Interest. Whenever a Director or Officer has a financial or personal interest in any matter coming before the Board of Directors, the affected person shall fully disclose the nature of the interest and withdraw from discussion, lobbying, and voting on the matter. Any transaction or vote involving a potential conflict of interest shall be approved only when a majority of disinterested Directors determine that it is in the best interest of the Association to do so.

ARTICLE VI
Miscellaneous

Section 1. Parliamentary Authority. The current edition of "Robert's Rules of Order" shall be the final source of authority in all questions of parliamentary procedure when such rules are not consistent with the By-Laws of this Association.

Section 2. Amendments. These By-Laws may be amended when necessary by two-thirds majority of the Board. Proposed amendments shall be submitted to the Executive Director to be sent out in the same manner as notices.

These By-Laws were approved at a meeting of the Board of Directors by a majority vote on this the _____ day of June, 2016.

STATE OF GEORGIA
COUNTY OF SPALDING

ARTICLES OF INCORPORATION OF GRIFFIN-SPALDING BUSINESS AND TOURISM ASSOCIATION, INC.

Article I

The name of the corporation is Griffin-Spalding Business and Tourism Association, Inc.

Article II

The corporation is organized pursuant to the Georgia Nonprofit Corporation Code.

Article III

The street address of the initial registered office of the corporation is 100 South Hill Street, Griffin, Spalding County, Georgia 30223. The registered agent at such address is Jessica Whatley O'Connor.

Article IV

The name and address of each incorporator is:

Kenny Smith, City Manager
City of Griffin
100 South Hill Street
Griffin, Georgia 30223

William Wilson, County Manager
Spalding County, Georgia
119 East Solomon Street
Griffin, Georgia 30223

Article V

The corporation will not have members.

Article VI

The mailing address of the initial principal office of the corporation is Post Office Box T, Griffin, Georgia 30224.

IN WITNESS WHEREOF the undersigned has executed these Articles of Incorporation this _____ day of _____, 2016.

Kenny Smith, Incorporator

William Wilson, Incorporator

AGENDA ITEM SUMMARY

ITEM SUMMARY:

Commissioners to appoint one member to the Griffin-Spalding County Development Authority for a three-year term set to expire 12/31/28 to succeed Nat Doughtie whose term expired 12/31/25.

SPECIAL CONSIDERATIONS OR CONCERNS:

Members are appointed to three-year terms: four City appointees, four County appointees and one joint appointment (rotating). This authority meets the second Thursday of each month at 8 a.m. in the Griffin-Spalding Development Authority Office on East Solomon Street.

STAFF RECOMMENDATION:

N/A

FINANCIAL IMPACT:

N/A

Submitted By:
Susan Bartholomew

Meeting Date:
13/01/2026

Reviewed By:
Jessica O'Connor

ATTACHMENTS:
GS Development Authority.pdf
Nom Doughtie GSDA.pdf
NOM Kompelien GSDA.pdf

Griffin-Spalding County Development Authority

Mission Statement

The mission of the Griffin-Spalding County Development Authority is to increase and enhance the quality of life of all our citizens by causing basic employers to expand existing facilities and to locate new facilities in our County, thus providing employment and new payrolls to enlarge the total economy of the area.

Strategy Statement

The Development Authority will market privately-owned property when applicable, and will acquire, develop and market industrial and commercial property when needed to provide a physical location where basic employers can locate. This includes:

- Industrial parks.
- Office parks.
- Spec buildings.

Specific basic employers may include facilities like:

- Corporate or Division Headquarters.
- Manufacturing and warehousing plants.
- Federal and state facilities, offices, schools, military installations, etc.
- Agribusinesses, possibly related to research at the Experiment Station.
- Convention hotels and other tourist and visitor-serving facilities.

The Development Authority will maintain offices in Griffin and market in a professional manner the entire community as a location for basic employers. Primary marketing will be directed at the statewide development agencies, which maintain an ongoing global marketing program to businesses and industries.

New and inovative marketing techniques will be attempèd, while at the same time continuing a basic economic development effort, using tried and true economic development techniques and methods.

Revised February 27, 1992

Griffin-Spalding County Development Authority

Revised February 27, 1992

4. Logging in and handling project inquiries
   - A. Responding to inquiries.
   - B. Preparing presentations.
   - C. Checking on projects after submitted.
   - D. Tracking projects until we are eliminated or visited.

5. Prospect visits
   - A. Follow prospect's wishes on the schedule for the visit.
   - B. Include community business and political leaders if allowed.
   - C. Determine Tour route.
   - D. Visit other industries when time allows.
   - E. Show all properties that meet criteria.

6. Follow-up after the visit
   - A. With the Statewide developers.
   - B. With the prospect directly if authorized.
   - C. Track project until we are eliminated.
   - D. Keep the statewide developer informed on our follow-up actions.

7. Public Relations program
   - A. Improve image of Griffin-Spalding.
   - B. Advise media of good things happening here.
   - C. Downplay bad publicity.

8. Economic Impact Calculation Plan
   - A. Calculate local taxes expected from project.
     - [1]. Sales tax.
     - [2]. Property tax to city.
     - [3]. Property tax to county.
     - [4]. Property tax to schools.
   - B. Estimate Payroll Multiplier for the particular project.
   - C. Calculate using "What 100 New Jobs Mean" formulas.

9. Incentives
   - A. Setting up formulas
     (Wage levels X Jobs X some factor = Maximum incentive)
   - B. Industry types that don't qualify for incentives.
     - [1]. Union companies.
     - [2]. Companies which may hurt an existing company in some way.
   - C. Quick-response plan for C. E. O. to use based on above formula.

10. Sites
    - A. Identification of potential industrial and commercial sites.
      - [1]. Sites with sewers.
      - [2]. Sites to which sewers could be extended.
      - [3]. Zoning or rezoning to meet industrial needs.
      - [4]. Get assistance of statewide developers in analyzing potential industrial sites.
    - B. Holding of sites for industrial use.
      - [1]. Purchase by GSDA of sites with sewers.
      - [2]. Long-term (5 year) options on others.
      - [3]. Determine: "Is there any other way?"
    - C. Annexation of best of the identified sites
      - [1]. Request city to run sewer mains.
      - [2]. Determine how to hold price of sites down to be competitive.
      - [3]. Zone to keep out residential or commercial ventures in an industrial area.

Griffin-Spalding County Development Authority

Revised February 27, 1992

Long Range Plan Outline

A plan must include short range items and also be long range in scope. It should also include cost estimates for each item. A step-by-step listing should show how progress is expected in each area that funding is provided.

The following items should be included in a plan:

1. Developing leadership by training new officials on proper economic development procedures.
   - A. Orientation for new Development Authority members.
   - B. Orientation for new elected city and county officials.
   - C. Annual update meeting of Development Authority with elected officials.
   - D. Quarterly reporting at City and County meetings.

2. Provide research information on the community.
   - A. Research information requested by prospects.
   - B. Put information in a form to be provided to all applicable projects.
   - C. Computerize information for rapid and attractive presentations to clients.
   - D. Develop site information to fullest for each site requested by various prospects.
   - E. Maintain available industrial building files for all buildings over 10,000 sq. ft.
   - F. Be able to print out building and site information on laser printer.

3. Marketing to generate projects
   - A. To statewide developers who develop the projects.
     - [1]. Atlanta calls
       - a. Meetings in their offices and luncheon appointments
       - b. Telephone and FAX contacts on a regular basis.
     - [2]. Developers' Day - Annually
       - a. Developers in Griffin in September.
         1. Invitations to:
            - A. Statewide developers
            - B. Consultants
            - C. Industrial Real Estate Representatives
       - b. Development Authority to Atlanta in March to call on same.
     - [3]. Entertaining statewide developers in Griffin
       - a. Golf or other sports outings for individual developers.
       - b. Tours and lunch meeting with individual developers.
       - c. Orientation in Griffin for new employees of statewide developers.
     - [4]. Direct mailings using computer letters.
       - a. Any newsworthy information on the area.
       - b. New sites and buildings that come available.
   - B. Prospects that can be identified.
     - [1]. Direct mailings using computer letters.
     - [2]. Calls on Atlanta companies who might move.
   - C. Consultants who have projects.
     - [1]. Networking calls and meetings in their offices
     - [2]. Direct mailings

D. Site Acquisition Plan

[1]. Find way to purchase best 100-200 acre non-rail site.
a. Landrum-Morris 99-acre site. (Has sewer line.)
b. Ivan Taylor 99-acre site. (No sewer line.)

[2]. Find way to purchase best 200-500 acre rail-served site.
a. Newton Crouch Big Shanty property. (Must run sewers.)

11. Existing Industry Program.

A. Make regular calls on local industries to determine needs.
[1]. By CEO
[2]. By Authority Members

12. Obtain, furnish, equip, and maintain office space on a temporary basis.

13. Find and acquire a permanent "Economic Development Center" to be owned, or long-term leased, by the Development Authority with space rented out to other agencies; ie, Chamber of Commerce, United Way, Junior Achievement, Goals for Griffin-Spalding Co., Kiwanis Club, Clean Community Commission, Convention and Tourism Bureau and others.

14. Adopt an annual operating budget.

15. Determine an annual site acquisition/site development capital budget.

16. Get both budgets approved for city and county funding.

The End

NOMINATION FOR APPOINTMENT

Profile

Office of the City Manager, Jessica O'Connor
One Griffin Center | 100 S. Hill Street-P.O. Box T | Griffin, GA 30224
P 770.229.6408 F 678.692.6403 W cityofgriffin.com

Which Boards would you like to apply for?

Griffin-Spalding County Development Authority: Submitted

Nat (First Name) | (Middle Initial) | Doughtie (Last Name)

100 S. Hill Street (Home Address) | (Suite or Apt)

Griffin (City) | GA (State) | 30224 (Postal Code)

(Primary Phone) | (Alternate Phone)

(Email Address)

United Bank (Employer) | Banker (Occupation)

Business Address:

505 S. Hill Street

Do you live within the city limits or in the county? *

☑ Within city limits

Experience

Education / Experience / Background:

Other Committees, Boards, Authorities, etc. presently serving on:

Other pertinent information:

By submitting this application, I affirm that the facts set forth in it are true and complete. I understand that if I am appointed, any false statements, omissions or other misrepresentations made by me on this application may result in my immediate dismissal. I understand that I will not be paid and that filling out an application does not guarantee my appointment.

Nominee / Nominator Signature: _____

Nat Doughtie

Upload a Resume

NOMINATION FOR APPOINTMENT

Profile

Office of the City Manager, Jessica O'Connor
One Griffin Center | 100 S. Hill Street-P.O. Box T | Griffin, GA 30224
P 770.229.6408 F 678.692.6403 W cityofgriffin.com

Which Boards would you like to apply for?

Griffin-Spalding County Development Authority: Submitted

Ebony (First Name) | (Middle Initial) | Kompelien (Last Name)

195 Steele Road (Home Address) | (Suite or Apt)

Griffin (City) | GA (State) | 30223 (Postal Code)

Home: (678) 603-0200 (Primary Phone) | (Alternate Phone)

kompfam1@gmail.com (Email Address)

Full Time Student (Employer) | Student (Occupation)

Business Address:

195 Steele Road Griffin, GA 30223

Do you live within the city limits or in the county? *

☑ In the county

Experience

Education / Experience / Background:

Currently completing a Bachelor of Science in Political Science at Liberty University (finishing December 2025), I've built a strong foundation in public administration, policy analysis, and government processes. My academic work aligns closely with my hands-on experience in county operations, allowing me to connect classroom concepts to real administrative challenges. Through this combination of coursework and practical service, I've developed a grounded understanding of how local government functions and how effective policy supports community needs. If selected for a board or committee, I'd bring both academic insight and practical perspective to the role.

Other Committees, Boards, Authorities, etc. presently serving on:

Other pertinent information:

American Business Women Association (ABWA) - Co-Chair Membership Fayetteville Democratic Women FDW - Assistant Sectary Pre-Law Society - Member The National Society of Leadership and Success - Member

By submitting this application, I affirm that the facts set forth in it are true and complete. I understand that if I am appointed, any false statements, omissions or other misrepresentations made by me on this application may result in my immediate dismissal. I understand that I will not be paid and that filling out an application does not guarantee my appointment.

Nominee / Nominator Signature: _____

Ebony Kompelien

Ebony_Kompelien_December_2025.pdf

Upload a Resume

AGENDA ITEM SUMMARY

ITEM SUMMARY:

Commissioners to appoint Mayor or designee to the Griffin-Spalding Development Authority for an annual term to expire 12/31/26 to succeed Commissioner Rodney McCord whose term expired 12/31/25.

SPECIAL CONSIDERATIONS OR CONCERNS:

This authority meets the second Thursday of each month at 8 a.m. in the Griffin-Spalding Development Authority Office on East Solomon Street.

STAFF RECOMMENDATION:

N/A

FINANCIAL IMPACT:

N/A

Submitted By:
Susan Bartholomew

Meeting Date:
13/01/2026

Reviewed By:
Jessica O'Connor

ATTACHMENTS:
GS Development Authority.pdf

Griffin-Spalding County Development Authority

Mission Statement

The mission of the Griffin-Spalding County Development Authority is to increase and enhance the quality of life of all our citizens by causing basic employers to expand existing facilities and to locate new facilities in our County, thus providing employment and new payrolls to enlarge the total economy of the area.

Strategy Statement

The Development Authority will market privately-owned property when applicable, and will acquire, develop and market industrial and commercial property when needed to provide a physical location where basic employers can locate. This includes:

- Industrial parks.
- Office parks.
- Spec buildings.

Specific basic employers may include facilities like:

- Corporate or Division Headquarters.
- Manufacturing and warehousing plants.
- Federal and state facilities, offices, schools, military installations, etc.
- Agribusinesses, possibly related to research at the Experiment Station.
- Convention hotels and other tourist and visitor-serving facilities.

The Development Authority will maintain offices in Griffin and market in a professional manner the entire community as a location for basic employers. Primary marketing will be directed at the statewide development agencies, which maintain an ongoing global marketing program to businesses and industries.

New and inovative marketing techniques will be attempèd, while at the same time continuing a basic economic development effort, using tried and true economic development techniques and methods.

Revised February 27, 1992

Griffin-Spalding County Development Authority

Revised February 27, 1992

4. Logging in and handling project inquiries
   - A. Responding to inquiries.
   - B. Preparing presentations.
   - C. Checking on projects after submitted.
   - D. Tracking projects until we are eliminated or visited.

5. Prospect visits
   - A. Follow prospect's wishes on the schedule for the visit.
   - B. Include community business and political leaders if allowed.
   - C. Determine Tour route.
   - D. Visit other industries when time allows.
   - E. Show all properties that meet criteria.

6. Follow-up after the visit
   - A. With the Statewide developers.
   - B. With the prospect directly if authorized.
   - C. Track project until we are eliminated.
   - D. Keep the statewide developer informed on our follow-up actions.

7. Public Relations program
   - A. Improve image of Griffin-Spalding.
   - B. Advise media of good things happening here.
   - C. Downplay bad publicity.

8. Economic Impact Calculation Plan
   - A. Calculate local taxes expected from project.
     - [1]. Sales tax.
     - [2]. Property tax to city.
     - [3]. Property tax to county.
     - [4]. Property tax to schools.
   - B. Estimate Payroll Multiplier for the particular project.
   - C. Calculate using "What 100 New Jobs Mean" formulas.

9. Incentives
   - A. Setting up formulas
     (Wage levels X Jobs X some factor = Maximum incentive)
   - B. Industry types that don't qualify for incentives.
     - [1]. Union companies.
     - [2]. Companies which may hurt an existing company in some way.
   - C. Quick-response plan for C. E. O. to use based on above formula.

10. Sites
    - A. Identification of potential industrial and commercial sites.
      - [1]. Sites with sewers.
      - [2]. Sites to which sewers could be extended.
      - [3]. Zoning or rezoning to meet industrial needs.
      - [4]. Get assistance of statewide developers in analyzing potential industrial sites.
    - B. Holding of sites for industrial use.
      - [1]. Purchase by GSDA of sites with sewers.
      - [2]. Long-term (5 year) options on others.
      - [3]. Determine: "Is there any other way?"
    - C. Annexation of best of the identified sites
      - [1]. Request city to run sewer mains.
      - [2]. Determine how to hold price of sites down to be competitive.
      - [3]. Zone to keep out residential or commercial ventures in an industrial area.

Griffin-Spalding County Development Authority

Revised February 27, 1992

Long Range Plan Outline

A plan must include short range items and also be long range in scope. It should also include cost estimates for each item. A step-by-step listing should show how progress is expected in each area that funding is provided.

The following items should be included in a plan:

1. Developing leadership by training new officials on proper economic development procedures.
   - A. Orientation for new Development Authority members.
   - B. Orientation for new elected city and county officials.
   - C. Annual update meeting of Development Authority with elected officials.
   - D. Quarterly reporting at City and County meetings.

2. Provide research information on the community.
   - A. Research information requested by prospects.
   - B. Put information in a form to be provided to all applicable projects.
   - C. Computerize information for rapid and attractive presentations to clients.
   - D. Develop site information to fullest for each site requested by various prospects.
   - E. Maintain available industrial building files for all buildings over 10,000 sq. ft.
   - F. Be able to print out building and site information on laser printer.

3. Marketing to generate projects
   - A. To statewide developers who develop the projects.
     - [1]. Atlanta calls
       - a. Meetings in their offices and luncheon appointments
       - b. Telephone and FAX contacts on a regular basis.
     - [2]. Developers' Day - Annually
       - a. Developers in Griffin in September.
         1. Invitations to:
            - A. Statewide developers
            - B. Consultants
            - C. Industrial Real Estate Representatives
       - b. Development Authority to Atlanta in March to call on same.
     - [3]. Entertaining statewide developers in Griffin
       - a. Golf or other sports outings for individual developers.
       - b. Tours and lunch meeting with individual developers.
       - c. Orientation in Griffin for new employees of statewide developers.
     - [4]. Direct mailings using computer letters.
       - a. Any newsworthy information on the area.
       - b. New sites and buildings that come available.
   - B. Prospects that can be identified.
     - [1]. Direct mailings using computer letters.
     - [2]. Calls on Atlanta companies who might move.
   - C. Consultants who have projects.
     - [1]. Networking calls and meetings in their offices
     - [2]. Direct mailings

D. Site Acquisition Plan

[1]. Find way to purchase best 100-200 acre non-rail site.
a. Landrum-Morris 99-acre site. (Has sewer line.)
b. Ivan Taylor 99-acre site. (No sewer line.)

[2]. Find way to purchase best 200-500 acre rail-served site.
a. Newton Crouch Big Shanty property. (Must run sewers.)

11. Existing Industry Program.

A. Make regular calls on local industries to determine needs.
[1]. By CEO
[2]. By Authority Members

12. Obtain, furnish, equip, and maintain office space on a temporary basis.

13. Find and acquire a permanent "Economic Development Center" to be owned, or long-term leased, by the Development Authority with space rented out to other agencies; ie, Chamber of Commerce, United Way, Junior Achievement, Goals for Griffin-Spalding Co., Kiwanis Club, Clean Community Commission, Convention and Tourism Bureau and others.

14. Adopt an annual operating budget.

15. Determine an annual site acquisition/site development capital budget.

16. Get both budgets approved for city and county funding.

The End

AGENDA ITEM SUMMARY

ITEM SUMMARY:

Commissioners to appoint one member to the Griffin-Spalding County Hospital Authority for a four-year term set to expire 12/31/29, to succeed Brian Upson whose term expired 12/31/25.

SPECIAL CONSIDERATIONS OR CONCERNS:

Members are appointed for four-year terms: four City appointees and four County appointees.

STAFF RECOMMENDATION:

N/A

FINANCIAL IMPACT:

N/A

Submitted By:
Susan Bartholomew

Meeting Date:
13/01/2026

Reviewed By:
Jessica O'Connor

ATTACHMENTS:
GS Hospital Authority By Laws.pdf
Nom Kompelien HA.pdf
Nom Upson HA.pdf

Memorandum of Agreement

Having been appointed to the **GRIFFIN-SPALDING COUNTY HOSPITAL AUTHORITY** ("Hospital Authority"), and given the nature of that responsibility to the community, the following policy was adopted by the Hospital Authority at its _____, 2012 meeting regarding attendance of board members.

> *Given the responsibility to the community that Members of the Hospital Authority possess, the Hospital Authority will consider a Member to have resigned his or her office if the Member misses three consecutive meetings or misses three meetings in a six month time period and the Hospital Authority will contact either the Spalding County or the City of Griffin Commission to ask for a new appointee to fill the unexpired term of office, as provided by law. The Hospital Authority will consider not accepting an automatic resignation if extenuating medical reasons are the cause of a Member's failure to meet the attendance requirements.*

Having been appointed as a member of the Hospital Authority, I agree to adhere to the policy that was adopted by the Hospital Authority on_____ regarding attendance.

I understand that my involvement as a board member of the Hospital Authority requires that I miss no more than three consecutive meetings or three meetings in a six-month time-period. Should I miss more than the maximum allowed meetings, the Hospital Authority will consider me to have resigned and the Hospital Authority shall contact the Spalding County or City of Griffin Board of Commissioners and request a new appointee to fill my unexpired term of office.

_____

Board Member of **GRIFFIN-SPALDING COUNTY HOSPITAL AUTHORITY**

Date:_____

BYLAWS

OF

GRIFFIN-SPALDING COUNTY HOSPITAL AUTHORITY

A Public Body Corporate Doing Business As

GRIFFIN-SPALDING COUNTY HEALTH CARE COMMISSION

(Revised February 25, 2008)

PREAMBLE

The Griffin-Spalding County Hospital Authority (hereinafter called "Authority") is a nonprofit corporation created pursuant to the Hospital Authority Act of the State of Georgia. It is established to 1) monitor compliance by Tenet HealthSystem Medical, Inc. (formerly known as American Medical International, Inc.) at Tenet HealthSystem Spalding, Inc. (formerly known as AMISUB (McIntosh Trail Regional Medical Center), Inc.) of their obligations under the agreement entered into and effective as of October 1, 1996; 2) support, at its discretion, any plan or project related to providing health or medical service to residents of Spalding County, Georgia; and 3) pursue, at its discretion, any other purpose permitted by the laws of the State of Georgia.

ARTICLE I

Composition

Section 1. Membership. The Authority shall consist of eight (8) members selected in accordance with the ordinance of the City of Griffin and the Resolution of the County of Spalding, both dated January 8, 1945, which activated the Authority as a body corporate under the laws of Georgia. No person shall be a Member who is disqualified by reason of applicable federal or state law, or public policy of the State of Georgia.

Section 2. Term. The regular term of office for each member shall be four years. A member shall serve after the expiration of such term until a successor has been appointed.

Section 3. Vacancies. In the event of a vacancy, the remaining members shall continue to act until the vacancy is filled by the Board of Commissioners of the City of Griffin or the Board of Commissioners, of Spalding County, Georgia, as provided by law.

Section 4. Indemnification. (a) The Authority shall have the power to indemnify any member, officer or employee against all expenses (including without limitation attorneys' fees, judgements, fines and amounts paid in settlement) actually and reasonably incurred in connection with any claim, action, suit or proceeding providing such individual acted In good faith and in a manner he or she reasonably believed to be in or not opposed to the best interest of the Authority and had no reasonable cause to believe his or her conduct unlawful. Such indemnification shall be authorized in each specific case upon a determination of individual qualification by the Authority. Such determination shall be made by a majority vote of a quorum composed of those members who were not parties to the claim, action, suit or proceeding in question or, failing such quorum, by independent legal counsel in a written opinion. This indemnification shall not be deemed exclusive of any other rights to which those indemnified may be entitled and shall continue as to any person who has ceased to be a member, officer or employee of the Authority. Once authorized, indemnification shall inure to the benefit of heirs, executors, and administrators of such person. Where other provision grants broader rights of indemnification than these bylaws, said other provision shall control.

(b) The Authority shall also have the power to purchase and maintain insurance on behalf of any person who Is or was a member, officer, or employee of the Authority against any liability asserted, against him or her arising out of his or her status whether or not the Authority would have the power to indemnify him or her against such liability.

Section 5. Conflict of Interest. No member shall vote on any matter in which he or she has a conflict of interest with the Authority. If any matter should come before the Authority or any of its committees which could give rise to a potential conflict of interest, the affected member shall make known the potential conflict and withdraw from the discussion, except to answer any questions that might be asked of him or her. Should the matter be brought to vote, the affected member shall abstain.

Section 6. Trade Name. The Authority shall be authorized to do business under the trade name **Griffin Spalding Health Care Commission.**

ARTICLE II

Meetings

Section 1. Regular Meetings. The Authority shall hold a regular monthly meeting on the fourth Monday of each month at such time as may be established by resolution of the Authority, at any suitable location as determined by the Chairman. All matters pertaining to the affairs of the Authority shall be given attention and appropriate action taken. In the event there is no matter requiring immediate attention or action by the Authority, the members may cancel or change the date of any regular meeting provided the Authority shall meet at least once during every calendar quarter. Individual members may inquire Into Authority activities at any time, and may report their findings to the Authority.

_____**Section 2. Special Meetings.** Special Meetings of the Authority may be called by the Chairman, or at the written request of four (4) members addressed to the Chairman stating the purpose of the meeting. Notice of the business to be transacted shall be set forth in the call of the meeting and no other business shall be transacted unless all members are present and give their unanimous consent. Notice of special meetings shall be given in the same manner as prescribed for notice of regular meetings.

_____**Section 3. Notice of Meetings.** The Chairman or Secretary shall provide two days written notice of regular meetings held at the scheduled time and place. The Chairman or Secretary shall notify all members of any special called meeting by mail, facsimile (with a confirmation of receipt by the receiving facsimile machine), or orally. Oral notification may be given by telephone. Certification by the Chairman or Secretary that he or she orally notified a member as required hereunder shall be proof of such notification. Notice of special meetings shall be given at least twenty-four hours in advance of the meeting. When emergency circumstances occur, and are so declared by the Authority (by so noting in the minutes of such meeting), the Authority may hold an emergency special meeting with less than twenty-four hours notice, by giving such notice as is reasonable under the circumstances.

Each member shall advise the Secretary/Treasurer of his or her correct address, telephone number, and/or facsimile number to which notices should be delivered. Notices shall advise each member of the time and place of the meeting and shall be timely delivered to the member's address, facsimile number, or telephone number of record.

_____**Section 4. Quorum.** Five (5) or more members shall constitute a quorum for the transaction of business, and the act of the majority of the quorum shall constitute the action of the Authority unless a greater majority is required by applicable laws of the State of Georgia or by other sections of these Bylaws.

_____**Section 5. Minutes.** The Secretary/Treasurer shall keep minutes of the proceedings of each Authority meeting, presenting them for approval at the next regular Authority meeting.

ARTICLE III

Officers

Section 1. Officers. Officers of the Authority shall be the Chairman, Vice-Chairman, Secretary and Treasurer. The Chairman, Vice-Chairman and Treasurer shall be members of the Authority. The Secretary may, but need not be a member. The Authority may create other officers and prescribe appropriate duties.

_____**Section 2. Election and Term.** All officers shall be elected by the members at the first regular meeting of each calendar year and shall serve until the first regular meeting of the following year. A vacancy in an office shall be filled for the unexpired term by vote of the membership.

Section 3. Chairman. The Chairman shall preside at all meetings, appoint all Committees subject to approval of the Authority, and shall be an Ex-Officio member of each Committee. He or she shall direct the affairs of the Authority, perform other duties as directed by the Authority, and shall execute all contracts, documents and written instruments in the name of the Authority.

Section 4. Vice-Chairman. The Vice-Chairman shall act as Chairman in the absence of the Chairman and when so acting shall have all the power and authority of the Chairman.

Section 5. Secretary. The Secretary shall attend all Authority meetings, record all votes, and prepare and record the minutes of all proceedings. He or she shall perform like duties, as requested, for any Committees created by these Bylaws, shall give notice of all Authority meetings, and shall affix the corporate seal and attest to any instrument or document executed by the Authority.

Section 6. Treasurer. (a) The Treasurer shall be responsible for all Authority funds and investments and shall keep (or cause to be kept) full and accurate accounts of receipts and disbursements of the Authority and shall deposit all monies and other valuables in the name and to the credit of the Authority into depositories designated by the Authority.

(b) The Treasurer shall disburse the funds of the Authority as ordered by the Authority, and prepare (or cause to be prepared) financial statements each month or at such other intervals as the Authority shall direct.

(c) If required by the Authority, the Treasurer shall give the Authority a bond (in such form, in such sum, and with such surety or sureties as may be satisfactory to the Authority) for the faithful performance of the duties of his or her office and for the restoration to the Authority, in case of his or her death, resignation, retirement or removal from office of all books, papers, vouchers, money and other property of whatever kind in his or her possession or under his or her control belonging to the Authority.

(d) The Treasurer shall perform such other duties and have such other Authority and powers as the Authority may from time to time prescribe.

(e) All checks issued by the Authority shall be signed by two of the following officers: the Chairman, Vice Chairman, or Treasurer.

Section 7. Vacancies in Office. In the event of a vacancy in the office of Chairman, the Vice-Chairman shall assume the duties of the Chairman for the remainder of the unexpired term, and the Treasurer shall assume the duties of the Vice Chairman. In the event of another vacancy in the office of Chairman or Vice-Chairman during such term, the Chairman of the Long Term Grants Committee and then the Chairman of the Annual Grants Committee shall assume the offices of Vice-Chairman and Chairman, as required by the circumstances. Any committee chairman who is required to assume the office of Chairman or Vice-Chairman for the remainder of an unexpired term shall continue to serve as such committee chairman during that period.

Section 8. Delegation of Powers. The Authority may delegate any of its powers or duties to any member or officer.

ARTICLE IV

Committees

Section 1. Standing Committees. The following shall be standing committees of the Authority:

Finance and Investments
Non-sectarian Grants
Sectarian Grants
Personnel
Executive

Section 2. Appointment of Committee Members and Creation of Ad Hoc Committees. Members of all standing committees shall be appointed at the meeting at which the Chairman is elected or the first meeting following such meeting . The Chairman of the Authority shall name all standing committee members, subject to approval by the Authority Members. The Chairman, with the approval of the Members, may establish additional committees as he or she deems appropriate.

Section 3. Finance and Investments Committee. The Finance and Investments Committee shall be composed of the Treasurer and three other members appointed as provided in Section 2 of this article. The Treasurer shall be the Chairman of the Committee. This Committee shall be responsible for making recommendations concerning the management and investment of all Authority funds and shall supervise the financial affairs of the Authority. In this regard the committee shall examine all financial reports, review financial records including accounting systems and procedures, and shall report its findings and recommendations to the Authority at least annually. This committee shall also arrange for an independent audit of Authority funds at the conclusion of each fiscal year.

Section 4. Non-sectarian Grants Committee. This Committee shall be composed of four members appointed as provided in Section 2 of this article. This Committee shall be responsible for reviewing grant requests for grants to non-sectarian organizations and recommend to the full Authority whether such grant requests should be approved or declined. This Committee shall oversee the research, planning, and evaluation activities required to make decisions relative to grants to non-sectarian organizations.

Section 5. Sectarian Grants Committee. This Committee shall be composed of four members appointed as provided in Section 2 of this article. The Chairman of the Authority shall appoint the Chairman of the Committee. This Committee shall consider all requests for grants extending to sectarian organizations and shall make recommendations to the full Authority with regard to awarding or declining such grant requests. This Committee shall oversee the research,

planning, and evaluation activities required to make decisions relative to grants to sectarian organizations.

Section 6. Personnel Committee. This Committee shall be composed of four members appointed as provided in Section 2 of this article. The Chairman of the Authority shall appoint the Chairman of the Committee. This Committee shall recommend personnel policies and procedures to the full Authority, including the establishment or revision of general salary and benefit guidelines for Authority employees. This Committee shall perform such duties as directed by the full Authority with regard to locating appropriate employees for the Authority.

Section 7. Executive Committee. The Executive Committee shall be composed of the Chairman, Vice-Chairman, and one other member of the Authority appointed by the Chairman. Two voting members of the Executive Committee shall constitute a quorum for the transaction of committee business. The Executive Committee shall only transact Authority business requiring immediate and emergency action during the interim between regular meetings.

Section 8. Citizens Advisory Board. The Citizens Advisory Board shall consist of at least two non-Authority members appointed by the Chairman of the Authority who shall request recommendations from the following constituencies of the Authority:

Spalding County Health Department
the Faith Community
the Business Community
Spalding Regional Hospital
Griffin-Spalding County School System
Non-Profit Organization Community
Department of Family and Children's Services
Griffin Technical Institute
City and County Law Enforcement
the Community at large

Members the Citizens Advisory Board will participate with the Non-Sectarian Grants Committee and the Sectarian Grants Committee in considering grant requests.

Section 9. Emergency Grants. An "Emergency Grant" shall be one requested by an applicant to deal with a situation or occurrence of a serious nature, developing suddenly and unexpectedly during a normal grant cycle, demanding immediate action that cannot wait until the next normal annual grant cycle. Recommendations for making Emergency Grants shall originate in the Non-Sectarian Grants Committee or Sectarian Grants Committee, as appropriate. The committee considering an Emergency Grant request may, but need not, seek input from the Citizens Advisory Board in considering such request.

ARTICLE V

Provisions of General Application

Section 1. Administration. The Authority may employ an Executive Director to manage its day-to-day affairs who shall be responsible to the members for the proper performance of his or her duties.

This Executive Director shall maintain the Authority's financial and business records and make routine decisions regarding these matters, initiate appropriate actions for proper conclusion, and advise Authority members of their general nature and disposition. For non-routine matters including policy decisions and expenditures above specified amounts, he or she shall prepare relevant background information for the Authority's proper consideration and then carry out the Authority's directives

Specific responsibilities of the Executive Director shall include but shall not be limited to:

1. Establishing administrative practices for the receipt, consideration and disposition of general Authority business including the maintenance of all reports and records;

2. Receiving information and initiate actions on routine Authority matters;

3. Raising and providing background information regarding any issue which, in his or her judgment, properly requires consideration of and/or action by the Authority;

4. Providing all members with relevant materials for all matters requiring Authority consideration and disposition;

5. Attending regularly all Authority meetings including closed session and committee meetings;

6. Carrying out and assuring timely completion of Authority directives regarding policy and/or non-routine matters;

7. Coordinating the Authority's directives with any specialized counselors including but not limited to financial, legal, medical, etc.; and

8. Maintaining or supervising the accounting and bookkeeping functions of the Authority under the supervision of the Treasurer.

Section 2. Fiscal Year. The fiscal year of the Authority shall begin on January 1 of each year and shall extend through December 31.

Section 3. Notice to Members. Whenever notice is required to be given to any member, it shall not be construed to mean personal service, but may be given in writing by mail or by any

other suitable conveyance.

Section 4. Construction. These Bylaws are established pursuant to authority of the Hospital Authorities Law of Georgia, as amended, and also to an activating ordinance of the City of Griffin, Georgia, and a Resolution of the County of Spalding, both dated January 8, 1945, and jointly adopted. These Bylaws are construed to be in harmony with said ordinance and resolution and nothing contained in these Bylaws shall be construed to be restrictive of any powers now or hereafter granted by law to the Authority.

Section 5. Partial Invalidity. The invalidity of any portion hereof, or the whole in any circumstance, shall not invalidate any other portion or the whole in any other circumstance.

Section 6. Amendments. These Bylaws may be amended at any meeting of the Authority by majority vote of the full membership, provided that the notice of such meeting shall fully describe the proposed amendment(s).

As amended February 25, 2008, to revise Article IV, by deleting former Section 7, renumbering the sections in Article IV, amending Section 8 (formerly Section 10), and adding Section 9.

GRIFFIN-SPALDING COUNTY
HOSPITAL AUTHORITY

By: _____
Bonnie Pfrogner, Chairman

ATTEST: _____
Yvonne M. Langford, Secretary

[Authority Seal]

NOMINATION FOR APPOINTMENT

Profile

Office of the City Manager, Jessica O'Connor
One Griffin Center | 100 S. Hill Street-P.O. Box T | Griffin, GA 30224
P 770.229.6408 F 678.692.6403 W cityofgriffin.com

Which Boards would you like to apply for?

Griffin-Spalding County Hospital Authority: Submitted

Ebony (First Name) | R (Middle Initial) | Kompelien (Last Name)

195 Steele Rd (Home Address) | (Suite or Apt)

Griffin (City) | GA (State) | 30223 (Postal Code)

Home: (678) 603-0200 (Primary Phone) | (Alternate Phone)

ebonykompelien.ga@gmail.com (Email Address)

Spalding County Administration Office (Employer) | Intern (Occupation)

Business Address:

119 E. Solomon Street Griffin, GA 30223

Do you live within the city limits or in the county? *

- [x] In the county

Experience

Education / Experience / Background:

I am currently completing my Bachelor of Science in Political Science at Liberty University, with an expected graduation date of December 2025. In January 2026, I plan to begin my master's in public policy at Liberty University. I currently serve as an Administrative Intern with the Spalding County Administration Office, where I assist with records management and board agendas. This position has given me practical insight into how local government operates and the importance of maintaining transparency and communication between officials and the public. My passion for community service extends beyond my internship. I am actively involved in several civic and professional organizations that focus on empowering citizens, strengthen local networks, and prompting equitable leadership opportunities. I strive to connect residents to resources, strengthen voter participation, and encourage collaborative problem-solving throughout the community.

Other Committees, Boards, Authorities, etc. presently serving on:

Active member - Spalding County Democratic Committee Assistant Secretary - Fayette Democratic Women Membership Committee - American Businesswomen Association Membership Committee - Fayette-Spalding Cooperative

Other pertinent information:

Member - Pre Law Society at Liberty University Member - The National Society of Leadership and Success Dean List - Multiple semesters at Liberty University

By submitting this application, I affirm that the facts set forth in it are true and complete. I understand that if I am appointed, any false statements, omissions or other misrepresentations made by me on this application may result in my immediate dismissal. I understand that I will not be paid and that filling out an application does not guarantee my appointment.

Nominee / Nominator Signature: _____

Ebony Kompelien

Ebony_Kompelien__Resume_Serving_on_Board.docx
Upload a Resume

NOMINATION FOR APPOINTMENT

Profile

Office of the City Manager, Jessica O'Connor
One Griffin Center | 100 S. Hill Street-P.O. Box T | Griffin, GA 30224
P 770.229.6408 F 678.692.6403 W cityofgriffin.com

Which Boards would you like to apply for?

Griffin-Spalding County Hospital Authority: Submitted

Brian (First Name) | (Middle Initial) | Upson (Last Name)

350 Airport Rd (Home Address) | (Suite or Apt)

Griffin (City) | GA (State) | 30224 (Postal Code)

Business: (770) 412-7700 (Primary Phone) | Mobile: (770) 365-5456 (Alternate Phone)

bupson@yahoo.com (Email Address)

Paragon Consulting Group (Employer) | Civil Engineer (Occupation)

Business Address:

Paragon Consulting Group 350 Airport Rd Griffin, GA 30223

Do you live within the city limits or in the county? *

☑ Within city limits

Experience

Education / Experience / Background:

Bachelor of Civil Engineering Georgia Tech- 1982 President- Paragon Consulting Group -2003
Civil engineering practice for 39 years

Other Committees, Boards, Authorities, etc. presently serving on:

Griffin Spalding Hospital Authority

Other pertinent information:

I have served on the Hospital Authority since 2008. During that time, the members of the Authority have been good stewards of the funds and have been able to provide many grants that have impacted many residents of Spalding County. I have been proud to be a member and would appreciate being reappointed.

By submitting this application, I affirm that the facts set forth in it are true and complete. I understand that if I am appointed, any false statements, omissions or other misrepresentations made by me on this application may result in my immediate dismissal. I understand that I will not be paid and that filling out an application does not guarantee my appointment.

Nominee / Nominator Signature: _____

Brian K. Upson

Upload a Resume

AGENDA ITEM SUMMARY

ITEM SUMMARY:

Commissioners to appoint Ex-Officio, Non-Voting Commissioner to the Griffin-Spalding Hospital Authority for an annual term set to expire 12/31/26 to succeed Commissioner Rose Curtis whose term expired 12/31/25.

SPECIAL CONSIDERATIONS OR CONCERNS:

This Authority meets on the 2nd Monday of each month at 5:30 p.m. at 417 S. 6th Street, Suite B. Members must adhere to attendance requirements.

STAFF RECOMMENDATION:

N/A

FINANCIAL IMPACT:

N/A

Submitted By:
Susan Bartholomew

Meeting Date:
13/01/2026

Reviewed By:
Jessica O'Connor

ATTACHMENTS:
GS_Hospital_Authority_By_Laws.pdf

Memorandum of Agreement

Having been appointed to the **GRIFFIN-SPALDING COUNTY HOSPITAL AUTHORITY** ("Hospital Authority"), and given the nature of that responsibility to the community, the following policy was adopted by the Hospital Authority at its _____, 2012 meeting regarding attendance of board members.

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Having been appointed as a member of the Hospital Authority, I agree to adhere to the policy that was adopted by the Hospital Authority on_____ regarding attendance.

I understand that my involvement as a board member of the Hospital Authority requires that I miss no more than three consecutive meetings or three meetings in a six-month time-period. Should I miss more than the maximum allowed meetings, the Hospital Authority will consider me to have resigned and the Hospital Authority shall contact the Spalding County or City of Griffin Board of Commissioners and request a new appointee to fill my unexpired term of office.

_____

Board Member of **GRIFFIN-SPALDING COUNTY HOSPITAL AUTHORITY**

Date:_____

BYLAWS

OF

GRIFFIN-SPALDING COUNTY HOSPITAL AUTHORITY

A Public Body Corporate Doing Business As

GRIFFIN-SPALDING COUNTY HEALTH CARE COMMISSION

(Revised February 25, 2008)

PREAMBLE

The Griffin-Spalding County Hospital Authority (hereinafter called "Authority") is a nonprofit corporation created pursuant to the Hospital Authority Act of the State of Georgia. It is established to 1) monitor compliance by Tenet HealthSystem Medical, Inc. (formerly known as American Medical International, Inc.) at Tenet HealthSystem Spalding, Inc. (formerly known as AMISUB (McIntosh Trail Regional Medical Center), Inc.) of their obligations under the agreement entered into and effective as of October 1, 1996; 2) support, at its discretion, any plan or project related to providing health or medical service to residents of Spalding County, Georgia; and 3) pursue, at its discretion, any other purpose permitted by the laws of the State of Georgia.

ARTICLE I

Composition

Section 1. Membership. The Authority shall consist of eight (8) members selected in accordance with the ordinance of the City of Griffin and the Resolution of the County of Spalding, both dated January 8, 1945, which activated the Authority as a body corporate under the laws of Georgia. No person shall be a Member who is disqualified by reason of applicable federal or state law, or public policy of the State of Georgia.

Section 2. Term. The regular term of office for each member shall be four years. A member shall serve after the expiration of such term until a successor has been appointed.

Section 3. Vacancies. In the event of a vacancy, the remaining members shall continue to act until the vacancy is filled by the Board of Commissioners of the City of Griffin or the Board of Commissioners, of Spalding County, Georgia, as provided by law.

Section 4. Indemnification. (a) The Authority shall have the power to indemnify any member, officer or employee against all expenses (including without limitation attorneys' fees, judgements, fines and amounts paid in settlement) actually and reasonably incurred in connection with any claim, action, suit or proceeding providing such individual acted In good faith and in a manner he or she reasonably believed to be in or not opposed to the best interest of the Authority and had no reasonable cause to believe his or her conduct unlawful. Such indemnification shall be authorized in each specific case upon a determination of individual qualification by the Authority. Such determination shall be made by a majority vote of a quorum composed of those members who were not parties to the claim, action, suit or proceeding in question or, failing such quorum, by independent legal counsel in a written opinion. This indemnification shall not be deemed exclusive of any other rights to which those indemnified may be entitled and shall continue as to any person who has ceased to be a member, officer or employee of the Authority. Once authorized, indemnification shall inure to the benefit of heirs, executors, and administrators of such person. Where other provision grants broader rights of indemnification than these bylaws, said other provision shall control.

(b) The Authority shall also have the power to purchase and maintain insurance on behalf of any person who Is or was a member, officer, or employee of the Authority against any liability asserted, against him or her arising out of his or her status whether or not the Authority would have the power to indemnify him or her against such liability.

Section 5. Conflict of Interest. No member shall vote on any matter in which he or she has a conflict of interest with the Authority. If any matter should come before the Authority or any of its committees which could give rise to a potential conflict of interest, the affected member shall make known the potential conflict and withdraw from the discussion, except to answer any questions that might be asked of him or her. Should the matter be brought to vote, the affected member shall abstain.

Section 6. Trade Name. The Authority shall be authorized to do business under the trade name **Griffin Spalding Health Care Commission.**

ARTICLE II

Meetings

Section 1. Regular Meetings. The Authority shall hold a regular monthly meeting on the fourth Monday of each month at such time as may be established by resolution of the Authority, at any suitable location as determined by the Chairman. All matters pertaining to the affairs of the Authority shall be given attention and appropriate action taken. In the event there is no matter requiring immediate attention or action by the Authority, the members may cancel or change the date of any regular meeting provided the Authority shall meet at least once during every calendar quarter. Individual members may inquire Into Authority activities at any time, and may report their findings to the Authority.

_____**Section 2. Special Meetings.** Special Meetings of the Authority may be called by the Chairman, or at the written request of four (4) members addressed to the Chairman stating the purpose of the meeting. Notice of the business to be transacted shall be set forth in the call of the meeting and no other business shall be transacted unless all members are present and give their unanimous consent. Notice of special meetings shall be given in the same manner as prescribed for notice of regular meetings.

_____**Section 3. Notice of Meetings.** The Chairman or Secretary shall provide two days written notice of regular meetings held at the scheduled time and place. The Chairman or Secretary shall notify all members of any special called meeting by mail, facsimile (with a confirmation of receipt by the receiving facsimile machine), or orally. Oral notification may be given by telephone. Certification by the Chairman or Secretary that he or she orally notified a member as required hereunder shall be proof of such notification. Notice of special meetings shall be given at least twenty-four hours in advance of the meeting. When emergency circumstances occur, and are so declared by the Authority (by so noting in the minutes of such meeting), the Authority may hold an emergency special meeting with less than twenty-four hours notice, by giving such notice as is reasonable under the circumstances.

Each member shall advise the Secretary/Treasurer of his or her correct address, telephone number, and/or facsimile number to which notices should be delivered. Notices shall advise each member of the time and place of the meeting and shall be timely delivered to the member's address, facsimile number, or telephone number of record.

_____**Section 4. Quorum.** Five (5) or more members shall constitute a quorum for the transaction of business, and the act of the majority of the quorum shall constitute the action of the Authority unless a greater majority is required by applicable laws of the State of Georgia or by other sections of these Bylaws.

_____**Section 5. Minutes.** The Secretary/Treasurer shall keep minutes of the proceedings of each Authority meeting, presenting them for approval at the next regular Authority meeting.

ARTICLE III

Officers

Section 1. Officers. Officers of the Authority shall be the Chairman, Vice-Chairman, Secretary and Treasurer. The Chairman, Vice-Chairman and Treasurer shall be members of the Authority. The Secretary may, but need not be a member. The Authority may create other officers and prescribe appropriate duties.

_____**Section 2. Election and Term.** All officers shall be elected by the members at the first regular meeting of each calendar year and shall serve until the first regular meeting of the following year. A vacancy in an office shall be filled for the unexpired term by vote of the membership.

Section 3. Chairman. The Chairman shall preside at all meetings, appoint all Committees subject to approval of the Authority, and shall be an Ex-Officio member of each Committee. He or she shall direct the affairs of the Authority, perform other duties as directed by the Authority, and shall execute all contracts, documents and written instruments in the name of the Authority.

Section 4. Vice-Chairman. The Vice-Chairman shall act as Chairman in the absence of the Chairman and when so acting shall have all the power and authority of the Chairman.

Section 5. Secretary. The Secretary shall attend all Authority meetings, record all votes, and prepare and record the minutes of all proceedings. He or she shall perform like duties, as requested, for any Committees created by these Bylaws, shall give notice of all Authority meetings, and shall affix the corporate seal and attest to any instrument or document executed by the Authority.

Section 6. Treasurer. (a) The Treasurer shall be responsible for all Authority funds and investments and shall keep (or cause to be kept) full and accurate accounts of receipts and disbursements of the Authority and shall deposit all monies and other valuables in the name and to the credit of the Authority into depositories designated by the Authority.

(b) The Treasurer shall disburse the funds of the Authority as ordered by the Authority, and prepare (or cause to be prepared) financial statements each month or at such other intervals as the Authority shall direct.

(c) If required by the Authority, the Treasurer shall give the Authority a bond (in such form, in such sum, and with such surety or sureties as may be satisfactory to the Authority) for the faithful performance of the duties of his or her office and for the restoration to the Authority, in case of his or her death, resignation, retirement or removal from office of all books, papers, vouchers, money and other property of whatever kind in his or her possession or under his or her control belonging to the Authority.

(d) The Treasurer shall perform such other duties and have such other Authority and powers as the Authority may from time to time prescribe.

(e) All checks issued by the Authority shall be signed by two of the following officers: the Chairman, Vice Chairman, or Treasurer.

Section 7. Vacancies in Office. In the event of a vacancy in the office of Chairman, the Vice-Chairman shall assume the duties of the Chairman for the remainder of the unexpired term, and the Treasurer shall assume the duties of the Vice Chairman. In the event of another vacancy in the office of Chairman or Vice-Chairman during such term, the Chairman of the Long Term Grants Committee and then the Chairman of the Annual Grants Committee shall assume the offices of Vice-Chairman and Chairman, as required by the circumstances. Any committee chairman who is required to assume the office of Chairman or Vice-Chairman for the remainder of an unexpired term shall continue to serve as such committee chairman during that period.

Section 8. Delegation of Powers. The Authority may delegate any of its powers or duties to any member or officer.

ARTICLE IV

Committees

Section 1. Standing Committees. The following shall be standing committees of the Authority:

Finance and Investments
Non-sectarian Grants
Sectarian Grants
Personnel
Executive

Section 2. Appointment of Committee Members and Creation of Ad Hoc Committees. Members of all standing committees shall be appointed at the meeting at which the Chairman is elected or the first meeting following such meeting . The Chairman of the Authority shall name all standing committee members, subject to approval by the Authority Members. The Chairman, with the approval of the Members, may establish additional committees as he or she deems appropriate.

Section 3. Finance and Investments Committee. The Finance and Investments Committee shall be composed of the Treasurer and three other members appointed as provided in Section 2 of this article. The Treasurer shall be the Chairman of the Committee. This Committee shall be responsible for making recommendations concerning the management and investment of all Authority funds and shall supervise the financial affairs of the Authority. In this regard the committee shall examine all financial reports, review financial records including accounting systems and procedures, and shall report its findings and recommendations to the Authority at least annually. This committee shall also arrange for an independent audit of Authority funds at the conclusion of each fiscal year.

Section 4. Non-sectarian Grants Committee. This Committee shall be composed of four members appointed as provided in Section 2 of this article. This Committee shall be responsible for reviewing grant requests for grants to non-sectarian organizations and recommend to the full Authority whether such grant requests should be approved or declined. This Committee shall oversee the research, planning, and evaluation activities required to make decisions relative to grants to non-sectarian organizations.

Section 5. Sectarian Grants Committee. This Committee shall be composed of four members appointed as provided in Section 2 of this article. The Chairman of the Authority shall appoint the Chairman of the Committee. This Committee shall consider all requests for grants extending to sectarian organizations and shall make recommendations to the full Authority with regard to awarding or declining such grant requests. This Committee shall oversee the research,

planning, and evaluation activities required to make decisions relative to grants to sectarian organizations.

Section 6. Personnel Committee. This Committee shall be composed of four members appointed as provided in Section 2 of this article. The Chairman of the Authority shall appoint the Chairman of the Committee. This Committee shall recommend personnel policies and procedures to the full Authority, including the establishment or revision of general salary and benefit guidelines for Authority employees. This Committee shall perform such duties as directed by the full Authority with regard to locating appropriate employees for the Authority.

Section 7. Executive Committee. The Executive Committee shall be composed of the Chairman, Vice-Chairman, and one other member of the Authority appointed by the Chairman. Two voting members of the Executive Committee shall constitute a quorum for the transaction of committee business. The Executive Committee shall only transact Authority business requiring immediate and emergency action during the interim between regular meetings.

Section 8. Citizens Advisory Board. The Citizens Advisory Board shall consist of at least two non-Authority members appointed by the Chairman of the Authority who shall request recommendations from the following constituencies of the Authority:

Spalding County Health Department
the Faith Community
the Business Community
Spalding Regional Hospital
Griffin-Spalding County School System
Non-Profit Organization Community
Department of Family and Children's Services
Griffin Technical Institute
City and County Law Enforcement
the Community at large

Members the Citizens Advisory Board will participate with the Non-Sectarian Grants Committee and the Sectarian Grants Committee in considering grant requests.

Section 9. Emergency Grants. An "Emergency Grant" shall be one requested by an applicant to deal with a situation or occurrence of a serious nature, developing suddenly and unexpectedly during a normal grant cycle, demanding immediate action that cannot wait until the next normal annual grant cycle. Recommendations for making Emergency Grants shall originate in the Non-Sectarian Grants Committee or Sectarian Grants Committee, as appropriate. The committee considering an Emergency Grant request may, but need not, seek input from the Citizens Advisory Board in considering such request.

ARTICLE V

Provisions of General Application

Section 1. Administration. The Authority may employ an Executive Director to manage its day-to-day affairs who shall be responsible to the members for the proper performance of his or her duties.

This Executive Director shall maintain the Authority's financial and business records and make routine decisions regarding these matters, initiate appropriate actions for proper conclusion, and advise Authority members of their general nature and disposition. For non-routine matters including policy decisions and expenditures above specified amounts, he or she shall prepare relevant background information for the Authority's proper consideration and then carry out the Authority's directives

Specific responsibilities of the Executive Director shall include but shall not be limited to:

1. Establishing administrative practices for the receipt, consideration and disposition of general Authority business including the maintenance of all reports and records;

2. Receiving information and initiate actions on routine Authority matters;

3. Raising and providing background information regarding any issue which, in his or her judgment, properly requires consideration of and/or action by the Authority;

4. Providing all members with relevant materials for all matters requiring Authority consideration and disposition;

5. Attending regularly all Authority meetings including closed session and committee meetings;

6. Carrying out and assuring timely completion of Authority directives regarding policy and/or non-routine matters;

7. Coordinating the Authority's directives with any specialized counselors including but not limited to financial, legal, medical, etc.; and

8. Maintaining or supervising the accounting and bookkeeping functions of the Authority under the supervision of the Treasurer.

Section 2. Fiscal Year. The fiscal year of the Authority shall begin on January 1 of each year and shall extend through December 31.

Section 3. Notice to Members. Whenever notice is required to be given to any member, it shall not be construed to mean personal service, but may be given in writing by mail or by any

other suitable conveyance.

Section 4. Construction. These Bylaws are established pursuant to authority of the Hospital Authorities Law of Georgia, as amended, and also to an activating ordinance of the City of Griffin, Georgia, and a Resolution of the County of Spalding, both dated January 8, 1945, and jointly adopted. These Bylaws are construed to be in harmony with said ordinance and resolution and nothing contained in these Bylaws shall be construed to be restrictive of any powers now or hereafter granted by law to the Authority.

Section 5. Partial Invalidity. The invalidity of any portion hereof, or the whole in any circumstance, shall not invalidate any other portion or the whole in any other circumstance.

Section 6. Amendments. These Bylaws may be amended at any meeting of the Authority by majority vote of the full membership, provided that the notice of such meeting shall fully describe the proposed amendment(s).

As amended February 25, 2008, to revise Article IV, by deleting former Section 7, renumbering the sections in Article IV, amending Section 8 (formerly Section 10), and adding Section 9.

GRIFFIN-SPALDING COUNTY
HOSPITAL AUTHORITY

By: _____
Bonnie Pfrogner, Chairman

ATTEST: _____
Yvonne M. Langford, Secretary

[Authority Seal]

AGENDA ITEM SUMMARY

ITEM SUMMARY:

Commissioners to appoint two members to the Historic Preservation Commission for a three-year term set to expire 12/31/28 to succeed Bonnie Moret and Curtis Platte whose terms expired 12/31/25.

SPECIAL CONSIDERATIONS OR CONCERNS:

This appointment is for a three year term set to expire 12/31/28. Members are required to be residents of the City. Nominees must be City residents, the majority of whom have an interest in history/architecture. There is no City Commissioner liaison to this Commission.

STAFF RECOMMENDATION:

N/A

FINANCIAL IMPACT:

N/A

Submitted By:
Susan Bartholomew

Meeting Date:
13/01/2026

Reviewed By:
Jessica O'Connor

ATTACHMENTS:
Historic Preservation Sec. 55.3.pdf
NOM Moret Griffin HPC.pdf
Nom Platte HPC.pdf
Nom Sutton HPC.pdf
Nom Dull HPC.pdf

Sec. 55-3. - Creation of historic preservation commission.

(a) There is hereby created for the city a commission to be known as the historic preservation commission. The commission shall consist of five members appointed by the board of commissioners. All members shall be residents of the city, a majority of whom shall be persons having demonstrated special interest, experience, or education in history or architecture. For purposes of initial appointments, three members shall be appointed for a term of three years; one member shall be appointed for a term of two years; and one member shall be appointed for a term of one year. Thereafter, all appointments shall be for terms of three years; provided, however, members shall serve until their successors are duly appointed. All members shall serve without compensation, but may be reimbursed for actual expenses incurred in performance of their duties, based upon submission of invoices to the city manager.

(b) The historic preservation commission shall be authorized to:

(1) Prepare an inventory of all property within its respective historic preservation jurisdiction having the potential for designation as historic property;

(2) Recommend to the municipal governing body specific places, districts, sites, buildings, structures, or works of art to be designated by ordinance as historic properties or historic districts;

(3) Review applications for certificates of appropriateness and grant or deny the same in accordance with O.C.G.A. § 44-10-28 and this chapter;

(4) Recommend to the municipal governing body that the designation of any place, district, site, building, structure, or work of art as a historic property or as a historic district be revoked or removed;

(5) Restore or preserve any historic properties acquired by the municipality;

(6) Promote the acquisition by the municipal governing authority of conservation easements in accordance with O.C.G.A. §§ 44-10-1 through 44-10-8 and this chapter;

(7) Conduct an educational program on historic properties located within its historic preservation jurisdiction;

(8) Make such investigations and studies of matters relating to historic preservation as the local governing body or the commission itself may from time to time deem necessary or appropriate for the purposes of this chapter;

(9) Seek out state and federal funds for historic preservation and make recommendations to the local governing body concerning the most appropriate use of any funds acquired;

(10) Consult with historic preservation experts in the Historic Preservation Division of the Department of Natural Resources or its successor and the Georgia Trust for Historic Preservation, Inc.; and

(11) Submit to the Historic Preservation Division of the Department of Natural Resources or its successor a list of historic properties or historic districts designated as such pursuant to O.C.G.A. § 44-10-26 and this chapter.

(c) The historic preservation commission shall adopt by-laws for the transaction of its business and standards for consideration of applications for certificates of appropriateness. The commission shall designate in writing the time, place and location of its regular meetings and shall keep a current copy of such designation on file in the city manager's office. All meetings of the commission shall be held and conducted pursuant to the Georgia Open Meetings Law. At its organizational meeting the commission shall elect a chairman, vice-chairman and

secretary. The secretary shall maintain minutes of all meetings which, together with other records of the commission, shall be maintained in the city manager's office for public inspection and copying. For purposes of conducting its business affairs a quorum shall consist of three members.

(d) Before consideration of any certificate of appropriateness, the members of the commission shall be governed by the conflicts of interest in zoning law, O.C.G.A. § 36-67A-1 et seq., and make all disclosures, in writing, required thereby.

(Ord. No. 02-14, § 1(3), 8-27-2002)

NOMINATION FOR APPOINTMENT

Profile

Office of the City Manager, Jessica O'Connor
One Griffin Center | 100 S. Hill Street-P.O. Box T | Griffin, GA 30224
P 770.229.6408 F 678.692.6403 W cityofgriffin.com

Which Boards would you like to apply for?

Griffin Historic Preservation Committee: Appointed

Bonnie (First Name) | (Middle Initial) | Moret (Last Name)

1107 E. College St. (Home Address) | (Suite or Apt)

Griffin (City) | GA (State) | 30224 (Postal Code)

Home: (678) 427-5186 (Primary Phone) | (Alternate Phone)

bonnie@bonniemoret.com (Email Address)

Self (Employer) | Photographer (Occupation)

Business Address:

1107 E. College St.

Do you live within the city limits or in the county? *

☑ Within city limits

Experience

Education / Experience / Background:

Currently on this Board since January 1, 2020.

Other Committees, Boards, Authorities, etc. presently serving on:

Currently on this Board.

Other pertinent information:

By submitting this application, I affirm that the facts set forth in it are true and complete. I understand that if I am appointed, any false statements, omissions or other misrepresentations made by me on this application may result in my immediate dismissal. I understand that I will not be paid and that filling out an application does not guarantee my appointment.

Nominee / Nominator Signature: _____

Bonnie Moret

Upload a Resume

NOMINATION FOR APPOINTMENT

Profile

Office of the City Manager, Jessica O'Connor
One Griffin Center | 100 S. Hill Street-P.O. Box T | Griffin, GA 30224
P 770.229.6408 F 678.692.6403 W cityofgriffin.com

Which Boards would you like to apply for?

Griffin Historic Preservation Committee: Submitted

Curtis (First Name) | (Middle Initial) | Platte (Last Name)

114 Maplewood Drive (Home Address) | (Suite or Apt)

Griffin (City) | GA (State) | 30224 (Postal Code)

Mobile: (805) 304-4623 (Primary Phone) | Home: (Alternate Phone)

curtis@skyhunterpics.com (Email Address)

Self-Employed (Employer) | (Occupation)

Business Address:

Do you live within the city limits or in the county? *

☑ Within city limits

Experience

Education / Experience / Background:

Other Committees, Boards, Authorities, etc. presently serving on:

Other pertinent information:

By submitting this application, I affirm that the facts set forth in it are true and complete. I understand that if I am appointed, any false statements, omissions or other misrepresentations made by me on this application may result in my immediate dismissal. I understand that I will not be paid and that filling out an application does not guarantee my appointment.

Nominee / Nominator Signature: _____

Curtis Platte

Upload a Resume

NOMINATION FOR APPOINTMENT

Profile

Office of the City Manager, Jessica O'Connor
One Griffin Center | 100 S. Hill Street-P.O. Box T | Griffin, GA 30224
P 770.229.6408 F 678.692.6403 W cityofgriffin.com

Which Boards would you like to apply for?

Griffin Historic Preservation Committee: Submitted

Pamela (First Name) | (Middle Initial) | Sutton (Last Name)

1320 Spellman ave (Home Address) | (Suite or Apt)

Griffin (City) | GA (State) | 30223 (Postal Code)

Mobile: (404) 422-2726 (Primary Phone) | (Alternate Phone)

pamela.sutton@delta.com (Email Address)

Delta Airlines (Employer) | Reservation supervisor (Occupation)

Business Address:

1030 Delta Blvd Atlanta Ga 30354

Do you live within the city limits or in the county? *

☑ Within city limits

Experience

Education / Experience / Background:

Attended Griffin tech/Southern Crescent technical college. Study business computer application.

Other Committees, Boards, Authorities, etc. presently serving on:

Planning and development and the land bank

Other pertinent information:

Current homeowner in the city of Griffin

By submitting this application, I affirm that the facts set forth in it are true and complete. I understand that if I am appointed, any false statements, omissions or other misrepresentations made by me on this application may result in my immediate dismissal. I understand that I will not be paid and that filling out an application does not guarantee my appointment.

Nominee / Nominator Signature: _____

Pamela Sutton

Upload a Resume

NOMINATION FOR APPOINTMENT

Profile

Office of the City Manager, Jessica O'Connor
One Griffin Center | 100 S. Hill Street-P.O. Box T | Griffin, GA 30224
P 770.229.6408 F 678.692.6403 W cityofgriffin.com

Which Boards would you like to apply for?

Griffin Historic Preservation Committee: Submitted

Robert (First Name) | (Middle Initial) | Dull (Last Name)

1003 Skyline Drive (Home Address) | (Suite or Apt)

Griffin (City) | GA (State) | 30224 (Postal Code)

Mobile: (678) 603-5058 (Primary Phone) | (Alternate Phone)

rudull@yahoo.com (Email Address)

Griffin Housing Authority (retired/consulting) (Employer) | Housing (Occupation)

Business Address:

327 S. 9th Street, Griffin, GA 30224

Do you live within the city limits or in the county? *

☑ Within city limits

Experience

Education / Experience / Background:

40+ years of housing industry experience which includes but not limited to Public Housing, Mixed Income Development, Acquisition and Demolition under redevelopment powers. Experience with HUD, DCA, Historic Preservation, and other Housing Agencies/Programs.

Other Committees, Boards, Authorities, etc. presently serving on:

Spalding Collaborative Military Affairs Committee

Other pertinent information:

n/a

By submitting this application, I affirm that the facts set forth in it are true and complete. I understand that if I am appointed, any false statements, omissions or other misrepresentations made by me on this application may result in my immediate dismissal. I understand that I will not be paid and that filling out an application does not guarantee my appointment.

Nominee / Nominator Signature: _____

Robert Dull

Robert_Dull_Resume.pdf
Upload a Resume

AGENDA ITEM SUMMARY

ITEM SUMMARY:

Commissioners to appoint two members to the Griffin Housing Authority, one for a five-year Business Representative term set to expire 12/31/30 to succeed Nat Doughtie whose term expired 12/31/25 and one for an annual term as Resident Appointee set to expire 12/31/26 to succeed Gloria Pine whose term expired 12/31/25.

SPECIAL CONSIDERATIONS OR CONCERNS:

The City appointments are for a one-year term for a Resident (by recommendation of the Housing Authority) and a regular five-year term Business Representative (by recommendation of the Housing Authority). Members, other than the Resident Appointee, are appointed to five-year terms. The Authority meets the second Wednesday of each month at the Housing Authority Office.

STAFF RECOMMENDATION:

N/A

FINANCIAL IMPACT:

N/A

Submitted By:
Susan Bartholomew

Meeting Date:
13/01/2026

Reviewed By:
Jessica O'Connor

ATTACHMENTS:
HA minutes.pdf
HA By-Laws.pdf
Nom Pine HA.pdf
Nom Doughtie HA.pdf
Nom Hann HA.pdf
Mia_Hann_Resume.pdf

EXTRACTS FROM THE MINUTES OF A SPECIAL MEETING OF THE COMMISSIONERS OF THE CITY OF GRIFFIN, GEORGIA HELD ON MAY 1, 1950

The Commissioners of the City of Griffin, Georgia met in Special called meeting in the City Hall in the City of Griffin, Georgia, on May 1st, 1950.

The meeting was called to order by the Chairman and, upon roll call, those present and absent were as follows:

Present:

E. F. Carlisle Jr., Chairman

Ernest D. Willis, Vice Chairman

W.E.H. Searcy III

Absent:

The following resolution was introduced by Mr. Willis,

read in full and considered;

WHEREAS, the Housing Authority of the City of Griffin, Georgia, has received from the Public Housing Administration, a Program Reservation of 200 units of Low-Rent Public Housing;

WHEREAS, in order that the Housing Authority can proceed with the development of the Low-Rent Public Housing Program, a Cooperation Agreement is necessary between the City of Griffin, Georgia, and the Housing Authority of the City of Griffin, Georgia, in order to comply with the constitution and statutes of the State of Georgia and the requirements of the Public Housing Administration:

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

Section 1. That the City of Griffin, Georgia, shall enter into a Cooperation Agreement with the Housing Authority of the City of Griffin, Georgia, in the following form:

COOPERATION AGREEMENT

This Agreement entered into this 1st day of May, 1950, by and between Housing Authority of the City of Griffin, Georgia (herein called the "Local Authority") and the City of Griffin, Georgia (herein called the "City"), witnesseth:

WHEREAS, the Local Authority has received from the Public Housing Administration (herein called the "PHA") approval of a Program Reservation of 200 units of low-rent housing to be developed and located in part or wholly within the corporate limits of the City; and

WHEREAS, the Local Authority proposes to enter into one or more contracts with the PHA for loans and annual contributions in connection with the development and administration of such low-rent housing, all pursuant to the United States Housing Act of 1937, as amended (herein called the "Act"); and

WHEREAS, the City is desirous of assisting and cooperating with the Local Authority in such undertakings and of complying with the provisions of Sections 10(a), 10(b), and 15(7) (b) of the Act, as well as all other applicable provisions thereof:

NOW, THEREFORE, in consideration of the mutual covenants hereinafter set forth, the Local Authority and the City do agree:

1. Whenever used in this Agreement:

(a) The term "Project" shall mean any low-rent housing hereafter developed as one operation by the Local Authority with financial assistance of the PHA and included with Program Reservation No. GA-61-A issued to the Local Authority by the PHA which in the aggregate may not exceed 200 units of low-rent housing. A project will generally be located on a single site but may be on scattered sites.

(b) The term "Taxing Body" shall mean the State or any political subdivision or taxing unit thereof (including the City) in which a Project is situated and which would have authority to assess or levy real or personal property taxes or to certify such taxes to a taxing body or public officer to be levied for its use and benefit with respect to a Project if it were not exempt from taxation.

(c) The term "Shelter Rent" shall mean the total of all charges to all tenants of a Project for dwelling rents and non-dwelling rents (excluding all other income of such Project), less the cost to the Local Authority of all dwelling and non-dwelling utilities.

(d) The term "Slum" means any area where dwellings predominate which, by reason of dilapidation, overcrowding, faulty arrangement or design, lack of ventilation, light or sanitation facilities, or any combination of these factors, are detrimental to safety, health or morals.

2. The Local Authority shall endeavor to secure a contract or contracts with the PHA for loans and annual contributions, and undertake the develop and administer one or more Projects.

3. Under the constitution and statutes of the State of Georgia, all Projects are exempt from all real and personal property taxes and special assessments levied or imposed by any Taxing Body; and, with respect to any Project, so long as either (a) such Project is used for low-rent housing purposes, or (b) any contract between the Local Authority and the PHA for loans or annual contributions, or both, in connection with such Project shall remain outstanding, whichever period is the longest, the City agrees that it will not levy or impose any real or personal property taxes or special assessments upon such Project or upon the Local Authority with respect thereto. During such period, the Local Authority shall make annual payments (herein called "Payments in Lieu of Taxes") in lieu of such taxes and special assessments and in payment for public services and facilities furnished for or with respect to such project. Each such annual Payment in Lieu of Taxes shall be made after the end of the fiscal year established for such Project, and shall be in an amount equal to either (a) Ten per cent (10%) of the aggregate Shelter Rent charged by the Local Authority in respect to such Project during such fiscal year, or (b) the amount permitted to be paid by applicable state law in effect on the date of this Cooperation Agreement, whichever amount is the lower; provided, however, that upon failure of the Local Authority to make any such Payment in Lieu of Taxes, no lien against any Project or assets of the Local Authority shall attach.

The City shall distribute the Payments in Lieu of Taxes among the Taxing Bodies in the proportion which the real property taxes which would have been paid to each Taxing Body for such year if the Project were not exempt from taxation bears to the total real property taxes which would have been paid to all of the Taxing Bodies for such year if the Project were not exempt from taxation; provided, however, that no payment for any year shall be made to any Taxing Body (including the City) in excess of the amount of the real property taxes which would have been paid to such Taxing Body for such year if the Project were not exempt from taxation.

4. The City agrees that, subsequent to the date of initiation (as defined in the Act) of each Project and within five years after the completion thereof, or such further period as may be approved by the PHA, there has been or will be elimination (as approved by the PHA) by demolition, condemnation, effective closing, or compulsory repair or improvement, of unsafe or insanitary dwelling units situated in the locality of metropolitan area of the City substantially equal in number to the number of newly constructed dwelling units provided by such Project; provided, that, where more than one family is living in an unsafe or insanitary dwelling unit, the elimination of such unit shall count as the elimination of units equal to this number of families accommodated therein, and provided, further, that this paragraph 4 shall not apply in the case of (a) any Project developed on the site of a Slum cleared subsequent to July 15, 1949, and that the dwelling units eliminated by the clearance of the site of such Project shall not be counted as eliminated for any other Project or any other low-rent housing project, or (b) any Project located in a rural non-farm area.

5. During the period commencing with the date of the acquisition of any part of the site or sites of any Project and continuing so long as either (a) such Project is used for low-rent housing purposes, or (b) any contract between the Local Authority and the PHA for loans or annual contributions, or both, with respect to such Project shall remain outstanding, whichever period is the longest, the City, without cost or charge to the Local Authority or the tenants of such Project (other than the Payments in Lieu of Taxes) shall:

(a) furnish or cause to be furnished to the Local Authority and the tenants of such Project (1) the public services and facilities which are at the date hereof being furnished without cost or charge to other dwellings and inhabitants in the City, including but not limited to: educational, fire, police and health protection and services; maintenance and repair of public streets, roads, alleys, sidewalks, sewer and water systems; snow removal; garbage, trash and ash collection and disposal; street lighting on public streets and roads within such Project and on the boundaries thereof; and adequate sewer services and facilities as may from time to time hereafter be furnished without cost or charge to other dwellings and inhabitants in the City;

(b) vacate such streets, roads, and alleys within the area of such Project as may be necessary to the development thereof, and convey without charge to the Local Authority such interests as the City may have in such vacated areas; and insofar as it is lawfully able to do so without cost or expense to the Local Authority and/or to the City, cause to be removed from such vacated area, insofar as it may be necessary, all public utility lines and equipment;

(c) insofar as the City may lawfully do so, grant such waivers of the building code of the City as are reasonable and necessary to promote economy and efficiency in the development and administration of such Project; and make such changes in any zoning of the site and surrounding territory of such Project as are reasonable and necessary for the development and protection thereof;

(d) accept grants of easements necessary for the development of such Promect; and

(e) cooperate with the Local Authority by such other lawful action or ways as the City and the Local Authority may find necessary in connection with the development and administration of such Projects.

6. In respect to any Project the City further agrees that within a reasonable time after receipt of a written request therefor from the Local Authority:

(a) it will accept the dedication of all interior streets, roads, alleys, and adjacent sidewalks within the area of such Project after the Local Authority, at its own expense, has completed the grading, improvement, and paving thereof in accordance with specifications acceptable to the City; and

(b) it will accept necessary dedications of land for, and will grade, improve, pave, and provide sidewalks for, all streets bounding such Project or necessary to provide adequate access thereto (in consideration whereof the Local Authority shall pay to the City such amount as would be assessed against the Project site for such work if it were privately owned); and

(c) it will provide, or cause to be provided, water mains, and storm and sanitary sewer mains, leading to such Project and serving the bounding streets thereof (in consideration whereof the Local Authority shall pay to the City such amount as would be assessed against the Project site if it were privately owned).

7. If the City shall, within a reasonable time after written notice from the Authority, fail or refuse to furnish or cause to be furnished any of the services or facilities which it is obligated hereunder to furnish or cause to be furnished to the Local Authority or to any Project, then the Local Authority may proceed to obtain such services or facilities elsewhere, and deduct the cost therefor from any payments in Lieu of Taxes due or to become due to the City in respect to any Project or any other low-rent housing projects assisted or owned by the PHA.

8. No Cooperation Agreement heretofore entered into between the City and the Local Authority shall be construed to apply to any Project covered by this Agreement.

9. So long as any contract between the Local Authority and the PHA for loans (including preliminary loans) or annual contributions, or both, with respect to any Project shall remain in force and effect, or so long as any bonds issued in connection with such Project shall remain outstanding, this agreement shall not be abregated, changed, or modified without the consent of the PHA. The privileges and obligations of the City hereunder shall remain in full force and effect with respect to each Project so long as the beneficial title to such Project is held by the Local Authority or some other public body or governmental agency, including the PHA, authorized by law to engage in the development or administration of low-rent housing projects. If at any time the beneficial title to, or possession of, any Project is held by such other public body or governmental agency, including the PHA, the provisions hereof shall inure to the benefit of and may be enforced by, such other public body or governmental agency, including the PHA.

IN WITNESS WHEREOF the City and the Local Authority have respectively caused this Agreement to be duly executed as of the day and year first above written.

(SEAL)

CITY OF GRIFFIN, GEORGIA

ATTEST:

By_____
Chairman of City Commission

_____
Clerk

HOUSING AUTHORITY OF THE CITY OF GRIFFIN, GEORGIA

(SEAL)

By_____
Chairman

ATTEST:

_____
Secretary

Section 2. That the Chairman of the Commission and the Clerk be authorized and directed to execute the Cooperation Agreement in behalf of the City of Griffin, Georgia, and the Clerk be authorized and directed to attach the seal of the City of Griffin thereon.

Mr. Searcy moved that the foregoing resolution be adopted as introduced as read, which motion was seconded by Mr. Willis and upon roll call, the "Ayes" and "Nays" were as follows:

AYES	NAYS
E. F. Carlisle, Jr.	
Ernest D. Willis	
W.E.H. Searcy III	

The Chairman thereupon declared said motion carried and said resolution adopted.

CERTIFICATE

I, Hill R. Healan, the duly appointed and qualified acting Clerk of the City of Griffin, Georgia, do hereby certify that the attached extracts from the minutes of a regular meeting of the City Commissioners of the City of Griffin, Georgia, held on May 1, 1950, is a true and correct copy of the original minutes of said meeting on file and of record in so far as said original minutes relate to the matters set forth in said attached extract, and I do further certify that the copy of the Resolution appearing in said attached extract is a true and correct copy of the Resolution adopted at said meeting and on file and of record.

IN TESTIMONY WHEREOF, I have hereunto set my hand and the seal of the City of Griffin, Georgia, this 1st day of May, 1950.

Hill R. Healan

WAIVER OF NOTICE AND CONSENT TO

SPECIAL MEETING

We, the undersigned, Commissioners of the City of Griffin, Georgia, do hereby acknowledge service of NOTICE OF A SPECIAL MEETING of the City Commissioners of the City of Griffin on May 1, 1950, waiving any and all irregularities in such service and in said Notice and do hereby consent to the said meeting of the City Commissioners of the City of Griffin on May 1, 1950, at 4:00 O'clock, in the City Hall and agree to the Meeting for the purposes for which it was called by the Chairman of the Board of Commissioners.

This 1st day of May 1950.

Chairman

Commissioner

Commissioner

I, Hill R. Healan, Secretary of Commission, hereby certify that the foregoing copy of WAIVER OF NOTICE AND CONSENT TO SPECIAL MEETING is a true and correct copy of the original which is on file in the Minute Book of the City Commission in my office.

This 9th day of MAY 1950.

Hill R. Healan, Secretary

Below listed is Sec. 15 of the city Charter showing the authority of the Chairman of the City Commission to sign all legal documents.

SEC. 15. Duties of Chairman of City Commission:

The Chairman shall preside at all meetings of the Commissioners which he attends, unless he vacates the chair and calls on the Chairman pro tem. The Chairman shall be entitled to vote on all questions, motions or matters brought before the Commissioners for action. The Chairman shall sign all orders, checks and warrants drawn on the City Manager for the payment of any moneys out of the treasury of said city, and shall execute on behalf of said city all contracts, deeds or other obligations, and no order, check or warrant, and no contract, deed or other obligation not signed by the Chairman shall be valid, provided, however, that by a two-third vote, the Board of Commissioners may direct the Chairman to sign such check, warrant, order, deed, contract or other obligation that has been ordered by the two-thirds vote of the Commissioners, and upon such vote taken for that purpose, it shall be the duty of the Chairman to sign the same.

I Alice R. Deaton Certify that the above is a true transcription of the City Charter Section 15.

Alice R. Deaton
City Manager-Clerk

Attest:

(SEAL)

LEGAL OPINION

I have examined in the office of the Clerk of the City of Griffin, Georgia the records of the Special meeting of the City Commission held on the 1st day of May, 1950. Said meeting was duly called and/or held in accordance with the City Charter and rules and regulations promulgated pursuant thereto. At said meeting there was legally and properly passed and adopted a resolution reading in words and figures as follows:

(See attached resolution)

The foregoing is a true and correct copy of said resolution and I do hereby certify that the actions thereby contemplated are in conformance with and are not contrary to or prohibited by the laws of the State of Georgia or the Charter or ordinances of the City of Griffin, Georgia.

The foregoing legal opinion rendered on this the 9th day of August, 1950, by me in my capacity as the duly appointed and qualified City Attorney of the City of Griffin, Georgia.

L P Goodrich
City Attorney of the
City of Griffin, Georgia.

(Seal)

X ATTEST: [signature]
Clerk, Board of Commissions
City of Griffin, Georgia

SPECIAL
~~REGULAR~~ MEETING OF CITY COMMISSIONERS

OF GRIFFIN, GEORGIA, HELD May 1, 19 50

PAGE No.

The following resolution was introduced by Mr. Willis,

read in full and considered;

WHEREAS, the Housing Authority of the City of Griffin, Georgia, has received from the Public Housing Administration, a Program Reservation of 200 units of Low-Rent Public Housing;

WHEREAS, in order that the Housing Authority can proceed with the development of the Low-Rent Public Housing Program, a Cooperation Agreement is necessary between the City of Griffin, Georgia, and the Housing Authority of the City of Griffin, Georgia, in order to comply with the constitution and statutes of the State of Georgia and the requirements of the Public Housing Administration:

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

Section 1. That the City of Griffin, Georgia, shall enter into a Cooperation Agreement with the Housing Authority of the City of Griffin, Georgia, in the following form:

COOPERATION AGREEMENT

This Agreement entered into this 1st day of May, 1950, by and between Housing Authority of the City of Griffin, Georgia (herein called the "Local Authority") and the City of Griffin, Georgia (herein called the "City"), witnesseth:

WHEREAS, the Local Authority has received from the Public Housing Administration (herein called the "PHA") approval of a Program Reservation of 200 units of low-rent housing to be developed and located in part or wholly within the corporate limits of the City; and

WHEREAS, the Local Authority proposes to enter into one or more contracts with the PHA for loans and annual contributions in connection with the development and administration of such low-rent housing, all pursuant to the United States Housing Act of 1937, as amended (herein called the "Act"); and

WHEREAS, the City is desirous of assisting and cooperating with the Local Authority in such undertakings and of complying with the provisions of Sections 10 (a), 10 (b), and 15 (7) (b) of the Act, as well as all other applicable provisions thereof:

NOW, THEREFORE, in consideration of the mutual covenants hereinafter set forth, the Local Authority and the City do agree:

1. Whenever used in this Agreement:

(a) The term "Project" shall mean any low-rent housing hereafter developed as one operation by the Local Authority with financial assistance of the PHA and included With Program Reservation NO. GA-61-A issued to the Local Authority by the PHA which in the aggregate may not exceed 200 units of low-rent housing. A project will generally be located on a single site but may be on scattered sites.

(b) The term "Taxing Body" shall mean the State or any political subdivision or taxing unit thereof (including the City) in which a Project is situated and which would have authority to assess or levy real or personal property taxes or to certify such taxes to a taxing body or public officer to be levied for its use and benefit with respect to a Project if it were not exempt from taxation.

(c) The term "Shelter Rent" shall mean the total of all charges to all tenants of a Project for dwelling rents and non-dwelling rents (excluding all other income of such Project), less the cost to the Local Authority of all dwelling and non-dwelling utilities.

(d) The term "Slum" means any area where dwellings predominate which, by reason of dilapidation, overcrowding, faulty arrangement or design, lack of ventilation, light or sanitation facilities, or any combination of these factors, are detrimental to safety, health or morals.

2. The Local Authority shall endeavor to secure a contract or contracts with the PHA for loans and annual contributions, and undertake the develop and administer one or more Projects.

3. Under the constitution and statutes of the State of Georgia, all Projects are exempt from all real and personal property taxes and special assessments levied or imposed by any Taxing Body; and, with respect to any Project, so long as either (a) such Projects is used for low-rent housing purposes, or (b) any contract between the Local Authority and the PHA for loans or annual contributions, or both, in connection with such Project shall remain outstanding, whichever period is the longest, the City agrees that it will not levy or impose any real or personal property taxes or special assessments upon such Project or upon the Local Authority with respect thereto. During such period, the Local Authority shall make annual payments (herein called "Payments in Lieu of Taxes")in lieu of such taxes and special assessments and in payment for public services and facilities furnished for or with respect to such project. Each such annual payment in Lieu of Taxes shall be made after the end of the fiscal year established for such Project, and shall be in an amount equal to either (a) Ten per cent (10%) of the aggregate Shelter Rent charged by the Local Authority in respect to such Project during such fiscal year, or (b) the amount permitted to be paid by applicable state law in effect on the date of this Cooperation Agreement, whichever amount is the lower; provided, however, that upon failure of the Local Authority to make any such Payment in Lieu of Taxes, no lien against any Project or assets of the Local Authority shall attach.

The City shall distribute the Payments in Lieu of Taxes among the Taxing Bodies in the proportion which the real property taxes which would have been paid to each Taxing Body for such year if the Project were not exempt from taxation bears to the total real property taxes which would have been paid to all of the Taxing Bodies for such year if the Project were not exempt from taxation; provided, however, that no payment for any year shall be made to any Taxing Body (indluding the City) in excess of the amount of the real property taxes which would have been paid to such Taxing Body for such year if the Project were not exempt from taxation.

4. The City agrees that, subsequent to the date of initiation (as defined in the Act) of each Project and within five years after the completion thereof, or such further period as may be approved by the PHA, there has been or will be elimination (as approved by the PHA) by demolition, condemnation, effective closing, or compulsory repair or improvement, of unsafe or insanitary dwelling units situated in the locality of metropolitan area of the City substantially equal in number to the number of newly constructed dwelling units provided by such Project; provided, that, where more than one family is living in an unsafe or insanitary dwelling unit, the elimination of such unit shall count as the elimination of units equal to this number of families accommodated therein, and provided, further, that this paragraph 4 shall not apply in the case of (a) any Project developed on the site of a Slum cleared subsequent to July 15, 1949, and that the dwelling units eliminated by the clearance of the site of such Project shall not be counted as eliminated for any other Project or any other low-rent housing project, or (b) any Project located in a rural non-farm area.

5. During the period commencing with the date of the acquisition of any part of the site or sites of any Project and continuing so long as either (a) such Project is used for low-rent housing purposes, or (b) any contract between the Local Authority and the PHA for loans or annual contributions, or both, with respect to such Project shall remain outstanding, whichever period is the longest, the City, without cost or charge to the Local Authority or the tenants of such Project (other than the Payments in Lieu of Taxes) shall:

(a) furnish or cause to be furnished to the Local Authority and the tenants of such Project (1) the public services and facilities which are at the date hereof being furnished without cost or charge to other dwellings and inhabitants in the City, including but not limited to: educational, fire, police and health protection and services; maintenance and repair of public streets, roads, alleys, sidewalks, sewer and water systems; snow removal; garbage, trash and ash collection and disposal; street lighting on public streets and roads within such Project and on the boundaries thereof; and adequate sewer services and facilities as may from time to time hereafter be furnished without cost or charge to other dwellings and inhabitants in the City;

(b) vacate such streets, roads, and alleys within the area of such Project as may be necessary to the development thereof, and convey without charge to the Local Authority such interests as the City may have in such vacated areas; and insofar as it is lawfully able to do so without cost or expense to the Local Authority and/or to the City, cause to be removed from such vacated area, insofar as it may be necessary, all public utility lines and equipment;

(c) insofar as the City may lawfully do so, grant such waivers of the building code of the City as are reasonable and necessary to promote economy and efficiency in the development and administration of such Project; and make such changes in any zoning of the site and surrounding territory of such Project as are reasonable and necessary for the development and protection thereof;

(d) accept grants of easements necessary for the development of such Project; and

(e) cooperate with the Local Authority by such other lawful action or ways as the City and the Local Authority may find necessary in connection with the development and administration of such Projects.

6. In respect to any Project the City further agrees that within a reasonable time after receipt of a written request therefor from the Local Authority:

(a) it will accept the dedication of all interior streets, roads, alleys, and adjacent sidewalks within the area of such Project after the Local Authority, at its own expense, has completed the grading, improvement, and paving thereof in accordance with specifications acceptable to the City; and

(b) it will accept necessary dedications of land for, and will grade, improve, pave, and provide sidewalks for, all streets bounding such Project or necessary to provide adequate access thereto (in consideration whereof the Local Authority shall pay to the City such amount as would be assessed against the Project site for such work if it were privately owned), and

(c) it will provide, or cause to be provided, water mains, and storm and sanitary sewer mains, leading to such Project and serving the bounding streets thereof (in consideration

whereof the Local Authority shall pay to the City such amount as would be assessed against the Project site if it were privately owned).

7. If the City shall, within a reasonable time after written notice from the Authority, fail or refuse to furnish or cause to be furnished any of the services or facilities which it is obligated hereunder to furnish or cause to be furnished to the Local Authority or to any Project, then the Local Authority may proceed to obtain such services or facilities elsewhere, and deduct the cost therefor from any payments in Lieu of Taxes due or to become due to the City in respect to any Project or any other low-rent housing projects assisted or owned by the PHA.

8. No Cooperation Agreement heretofore entered into between the City and the Local Authority shall be construed to apply to any Project covered by this Agreement.

9. So long as any contract between the Local Authority and the PHA for loans (including preliminary loans) or annual contributions, or both, with respect to any Project shall remain in force and effect, or so long as any bonds issued in connection with such Project shall remain outstanding, this agreement shall not be abregated, changed, or modified without the consent of the PHA. The privileges and obligations of the City hereunder shall remain in full force and effect with respect to each Project so long as the beneficial title to such Project is held by the Local Authority or some other public body or govermental agency, including the PHA, authorized by law to engage in the development or administration of low-rent housing projects. If at any time the beneficial title to, or possession of, any Project is held by such other public body or governmental agency, including the PHA, the provisions hereof shall inure to the benefit of any may be enforced by, such other public body or governmental agency, including the PHA.

IN WITNESS WHEREOF the City and the Local Authority have respectively caused this Agreement to be duly executed as of the day and year first above written.

(SEAL)

CITY OF GRIFFIN, GEORGIA

ATTEST:

Clerk

By_____
Chairman of City Commission

HOUSING AUTHORITY OF THE CITY OF GRIFFIN, GEORGIA

(SEAL)

By_____
Chairman

ATTEST:

Secretary

Section 2. That the Chairman of the Commission and the Clerk be authorized and directed to execute the Cooperation Agreement in behalf of the City of Griffin, Georgia, and the Clerk be authorized and directed to attach the seal of the City of Griffin thereon.

Mr. W.E.H. Searcy III moved that the foregoing resolution be adopted as introduced as read, which motion was seconded by Mr. Ernest D. Willis, and upon roll call, the "Ayes" and "Nays" were as follows:

Ayes	Nays
E. F. Carlisle Jr.	
Ernest D. Willis	
W.E.H.TSearcy III	

The Chairman thereupon declared said motion carried and said resolution adopted.

COOPERATION AGREEMENT

This Agreement entered into this 15 day of November, 1950, by and between Housing Authority of the City of Griffin, Georgia (herein called the "Local Authority") and Spalding County, Georgia (herein called the "County"), witnesseth:

In consideration of the mutual covenants hereinafter set forth, the parties hereto do agree as follows:

1. Whenever used in this Agreement:

(a) The term "Project" shall mean any low-rent housing hereafter developed as an entity by the Local Authority with financial assistance of the Public Housing Administration (herein called the "PHA") and included within Program Reservation No. GA-61-A issued to the Local Authority by the PHA; excluding, however, any low-rent housing project covered by any contract entered into prior to March 1, 1949 for loans and annual contributions between the Local Authority and the PHA or its predecessor agencies; provided, however, that this Cooperation Agreement shall apply only as to those units of low-rent housing located within the County outside of the corporate limits of the City of Griffin, Georgia, and only so long as such low-rent housing units continue to be located outside of the corporate limits of said City.

(b) The Term "Taxing Body" shall mean the State or any political subdivision or taxing unit thereof in which a Project is situated and which would have authority to assess or levy real or personal property taxes or to certify such taxes to a taxing body or public officer to be levied for its use and benefit with respect to a Project if it were not exempt from taxation.

(c) The term "Shelter Rent" shall mean the total of all charges to all tenants of a Project for dwelling rents and non-dwelling rents (excluding all other income of such Project), less the cost to the Local Authority of all dwelling and non-dwelling utilities.

(d) The term "Slum" shall mean any area where dwellings predominate which, by reason of dilapidation, overcrowding, faulty arrangement or design, lack of ventilation, light or sanitation facilities, or any combination of these factors, are detrimental to safety, health or morals.

2. The Local Authority shall endeavor to secure a contract or contracts with the PHA for loans and annual contributions, and shall endeavor to develop and administer one or more Projects. The obligations of the parties hereto shall apply only to Projects aggregating not more than 120 units of low-rent housing.

3. (a) Under the constitution and statutes of the State of Georgia, all Projects are exempt from all real and personal property taxes and special assessments levied or imposed by any Taxing Body. With respect to any Project, so long as either (i) such Project is owned by a public body or governmental agency and is used for low-rent housing purposes, or (ii) any contract between the Local Authority and the PHA for loans or annual contributions, or both, in connection with such Project remains in force and effect, or (iii) any bonds issued in connection with such Project or any monies due to the PHA in connection with such Project remain unpaid, whichever period is the longest, the County agrees that it will not levy or impose any real or personal property taxes or special assessments upon such Project or upon the Local Authority with respect thereto. During such period, the Local Authority shall make annual payments (herein called "Payments in Lieu of Taxes") in lieu of such taxes and special assessments and in payment for the public services and facilities furnished from time to time without other cost or charge for or with respect to such Project.

(b) Each such annual Payment in Lieu of Taxes shall be made after the end of the fiscal year established for such Project, and shall be in an amount equal to either (i) ten percent (10%) of the aggregate Shelter Rent charged by the Local Authority in respect to such Project during such fiscal year or (ii) the amount permitted to be paid by applicable state law in effect on the date such payment is made, whichever amount is the lower.

(c) The County shall distribute the Payments in Lieu of Taxes among the Taxing Bodies in the proportion which the real property taxes which would have been paid to each Taxing Body for each year if the Project were not exempt from

taxation bears to the total real property taxes which would have been paid to all of the Taxing Bodies for such year if the Project were not exempt from taxation; Provided, however, That no payment for any year shall be made to any Taxing Body in excess of the amount of the real property taxes which would have been paid to such Taxing Body for such year if the Project were not exempt from taxation.

(d) Upon failure of the Local Authority to make any Payment in Lieu of Taxes, no lien against any Project or assets of the Local Authority shall attach, nor shall any interest or penalties accrue or attach on account thereof.

4. The County agrees that, subsequent to the date of initiation (as defined in the United States Housing Act of 1937, as amended) of each Project and within five years after the completion thereof, or such further period as may be approved by the PHA, there has been or will be elimination (as approved by the PHA) by demolition, condemnation, effective closing, or compulsory repair or improvement, of unsafe or insanitary dwelling units situated in the locality or metropolitan area in which such Project is located, substantially equal in number to the number of newly constructed dwelling units provided by such Project; Provided, That, where more than one family is living in an unsafe or insanitary dwelling unit, the elimination of such unit shall count as the elimination of units equal to the number of families accommodated therein; and Provided, further, That this paragraph 4 shall not apply in the case of (i) any Project developed on the site of a Slum cleared subsequent to July 15, 1949, and that the dwelling units eliminated by the clearance of the site of such Project shall not be counted as elimination for any other Project or any other low-rent housing project, or (ii) any Project located in a rural non-farm area.

5. During the period commencing with the date of the acquisition of any part of the site or sites of any Project and continuing so long as either (i) such Project is owned by a public body or governmental agency and is used for low-rent housing purposes, or (ii) any contract between the Local Authority and the PHA for loans or annual contributions, or both, in connection with such Project remains in force and effect, or (iii) any bonds issued in connection with such Project or any monies due to the PHA in connection with such Project remain unpaid, whichever period is the longest, the County without cost or charge to the Local Authority or the tenants of such Project (other than the Payments in Lieu of Taxes) shall:

(a) Furnish or cause to be furnished to the Local Authority and the tenants of such Project public services and facilities of the same character and to the same extent as are furnished from time to time without cost or charge to other dwellings and inhabitants in the County;

(b) Vacate such streets, roads, and alleys within the area of such Project as may be necessary in the development thereof, and convey without charge to the Local Authority such interest as the County may have in such vacated areas; and, insofar as it is lawfully able to do so without cost or expense to the Local Authority or to the County, cause to be removed from such vacated areas, insofar as it may be necessary, all public or private utility lines and equipment;

(c) Insofar as the County may lawfully do so, (i) grant such deviations from the building code of the County as are reasonable and necessary to promote economy and efficiency in the development and administration of such Project, and at the same time safeguard health and safety, and (ii) make such changes in any zoning of the site and surrounding territory of such Project as are reasonable and necessary for the development and protection of such Project and the surrounding territory;

(d) Accept grants of easements necessary for the development of such Project; and

(e) Cooperate with the Local Authority by such other lawful action or ways as the County and the Local Authority may find necessary in connection with the development and administration of such Project.

6. In respect to any Project the County further agrees that within a reasonable time after receipt of a written request therefor from the Local Authority;

(a) It will accept the dedication of all interior streets, roads, alleys, and adjacent sidewalks within the area of such Project, after the Local Authority, at its own expense, has completed the grading, improvement, paving and installation thereof in accordance with specifications acceptable to the County;

(b) It will accept necessary dedications of land for, and will

grade, improve, and pave, in the manner customary for the County so to do in like areas, all streets bounding such Project or necessary to provide adequate access thereto (in consideration whereof the Local Authority shall pay to the County such amount as would be assessed against the Project site for such work if such site were privately owned).

7. If by reason of the County's failure or refusal to furnish or cause to be furnished any public services or facilities which it has agreed hereunder to furnish or to cause to be furnished to the Local Authority or to the tenants of any Project, the Local Authority incurs any expense to obtain such services or facilities then the Local Authority may deduct the amount of such expense from any Payments in Lieu of Taxes due or to become due to the County in respect to any Project or any other low-rent housing projects owned or operated by the Local Authority.

8. No cooperation Agreement heretofore entered into between the County and the Local Authority shall be construed to apply to any Project covered by this Agreement.

9. So long as any contract between the Local Authority and the PHA for loans (including preliminary loans) or annual contributions, or both, in connection with any Project remains in force and effect, or so long as any bonds issued in connection with any Project or any monies due to the PHA in connection with any Project remain unpaid, this Agreement shall not be abrogated, changed, or modified without the consent of the PHA. The privileges and obligations of the County hereunder shall remain in full force and effect with respect to each Project so long as the beneficial title to such Project is held by the Local Authority or by any other public body or governmental agency, including the PHA, authorized by law to engage in the development or administration of low-rent housing projects. If at any time the beneficial title to, or possession of, any Project is held by such other public body or governmental agency, including the PHA, the provisions hereof shall inure to the benefit of and may be enforced by, such other public body or governmental agency, including the PHA.

IN WITNESS WHEREOF the County and the Local Authority have respectively signed this Agreement and caused their seals to be affixed and attested as of the day and year first above written.

SPALDING COUNTY, GEORGIA
(Corporate Name of County)

(SEAL)

By O. M. Smith
Chairman, County Commissioners

Attest:

Clerk

HOUSING AUTHORITY OF THE CITY OF GRIFFIN, GEORGIA
(Corporate Name of Local Authority)

(SEAL)

By L. F. Goldstein
Chairman

Attest:

J. C. Quinn, Jr.
Secretary

AMENDMENT TO COOPERATION AGREEMENT DATED MAY 1, 1950 BETWEEN THE HOUSING AUTHORITY OF THE CITY OF GRIFFIN, GEORGIA AND THE CITY OF GRIFFIN, GEORGIA

This Agreement, entered into this 15th day of November, 1950, by and between the Housing Authority of the City of Griffin, Georgia (herein called the "Local Authority") and the City of Griffin, Georgia, a municipal corporation (herein called the "City"), WITNESSETH:

WHEREAS, the Local Authority and the City executed a certain Cooperation Agreement, dated May 1, 1950, covering 200 units of low-rent housing to be developed by the Local Authority; and

WHEREAS, it now appears that a portion of the low-rent housing units aforementioned will be constructed outside of the corporate limits of the City, in Spalding County, Georgia (herein called the "County") and will be covered by a certain Cooperation Agreement between the Local Authority and the County so long as such low-rent housing units continue to be located outside of the corporate limits of the City; and

WHEREAS, it further appears that the said units of low-rent housing to be constructed outside of the corporate limits of the City, within the County, will eventually be located within the corporate limits of the City by way of annexation or otherwise; and

WHEREAS, it is necessary and desirable on the part of both the Local Authority and the City that the Cooperation Agreement between them, dated May 1, 1950, be amended so as to make it clear that the said Cooperation Agreement shall cover those units of low-rent housing under Program Reservation No. GA-61-A as will presently be located within the corporate limits of the City and such units as may hereafter be located within the corporate limits of the City by way of annexation or otherwise, from the date when such units presently located outside of the corporate limits of the City are included within the corporate limits of the City;

NOW THEREFORE, in consideration of the foregoing, and the mutual benefits flowing from one to the other, the Local Authority and the City do agree that Paragraph 1 (a) of the Cooperation Agreement heretofore executed between them on May 1, 1950 shall be and it hereby is amended to read as follows:

The term "Project" shall mean any low-rent housing hereafter developed as one operation by the Local Authority with financial assistance of the PHA, within the corporate limits of the City as such corporate limits are now and may hereafter be constituted, and included within Program Reservation No. GA-61-A issued to the Local Authority by the Public Housing Administration covering an aggregate of 200 units of low-rent housing; provided, however, that as to any of such units of low-rent housing not presently located within the corporate limits of the City this Cooperation Agreement shall apply only from the date such low-rent housing units are located within the corporate limits of the City, by way of annexation or otherwise. A Project will generally be located on a single site but may be on scattered sites.

IN WITNESS WHEREOF the City and the Local Authority have respectively caused this Agreement to be duly executed as of the day and year first above written.

CITY OF GRIFFIN, GEORGIA

By: E. F. Carmichael Jr.
CHAIRMAN OF CITY COMMISSION

ATTEST:

Dein R. Hearon
City Clerk

HOUSING AUTHORITY OF THE
CITY OF GRIFFIN, GEORGIA

By: K. F. Goldstein
CHAIRMAN

ATTEST:

J. C. Quinn, Jr.
Secretary

COOPERATION AGREEMENT

This Agreement entered into this 15 day of November, 1950, by and between Housing Authority of the City of Griffin, Georgia (herein called the "Local Authority") and Spalding County, Georgia (herein called the "County"), witnesseth:

In consideration of the mutual covenants hereinafter set forth, the parties hereto do agree as follows:

1. Whenever used in this Agreement:

(a) The term "Project" shall mean any low-rent housing hereafter developed as an entity by the Local Authority with financial assistance of the Public Housing Administration (herein called the "PHA") and included within Program Reservation No. GA-61-A issued to the Local Authority by the PHA; excluding, however, any low-rent housing project covered by any contract entered into prior to March 1, 1949 for loans and annual contributions between the Local Authority and the PHA or its predecessor agencies; provided, however, that this Cooperation Agreement shall apply only as to those units of low-rent housing located within the County outside of the corporate limits of the City of Griffin, Georgia, and only so long as such low-rent housing units continue to be located outside of the corporate limits of said City.

(b) The term "Taxing Body" shall mean the State or any political subdivision or taxing unit thereof in which a Project is situated and which would have authority to assess or levy real or personal property taxes or to certify such taxes to a taxing body or public officer to be levied for its use and benefit with respect to a Project if it were not exempt from taxation.

(c) The term "Shelter Rent" shall mean the total of all charges to all tenants of a Project for dwelling rents and non-dwelling rents (excluding all other income of such Project), less the cost to the Local Authority of all dwelling and non-dwelling utilities.

(d) The term "Slum" shall mean any area where dwellings predominate which, by reason of dilapidation, overcrowding, faulty arrangement or design, lack of ventilation, light or sanitation facilities, or any combination of these factors, are detrimental to safety, health or morals.

2. The Local Authority shall endeavor to secure a contract or contracts with the FHA for loans and annual contributions, and shall endeavor to develop and administer one or more Projects. The obligations of the parties hereto shall apply only to Projects aggregating not more than 120 units of low-rent housing.

3. (a) Under the constitution and statutes of the State of Georgia, all Projects are exempt from all real and personal property taxes and special assessments levied or imposed by any Taxing Body. With respect to any Project, so long as either (i) such Project is owned by a public body or governmental agency and is used for low-rent housing purposes, or (ii) any contract between the Local Authority and the FHA for loans or annual contributions, or both, in connection with such Project remains in force and effect, or (iii) any bonds issued in connection with such Project or any monies due to the FHA in connection with such Project remain unpaid, whichever period is the longest, the County agrees that it will not levy or impose any real or personal property taxes or special assessments upon such Project or upon the Local Authority with respect thereto. During such period, the Local Authority shall make annual payments (herein called "Payments in Lieu of Taxes") in lieu of such taxes and special assessments and in payment for the public services and facilities furnished from time to time without other cost or charge for or with respect to such Project.

(b) Each such annual Payment in Lieu of Taxes shall be made after the end of the fiscal year established for such Project, and shall be in an amount equal to either (i) ten percent (10%) of the aggregate Shelter Rent charged by the Local Authority in respect to such Project during such fiscal year or (ii) the amount permitted to be paid by applicable state law in effect on the date such payment is made, whichever amount is the lower.

(c) The County shall distribute the Payments in Lieu of Taxes among the Taxing Bodies in the proportion which the real property taxes which would have been paid to each Taxing Body for such year if the Project were not exempt from

taxation bears to the total real property taxes which would have been paid to all of the Taxing Bodies for such year if the Project were not exempt from taxation; Provided, however, That no payment for any year shall be made to any Taxing Body in excess of the amount of the real property taxes which would have been paid to such Taxing Body for such year if the Project were not exempt from taxation.

(d) Upon failure of the Local Authority to make any Payment in Lieu of Taxes, no lien against any Project or assets of the Local Authority shall attach, nor shall any interest or penalties accrue or attach on account thereof.

4. The County agrees that, subsequent to the date of initiation (as defined in the United States Housing Act of 1937, as amended) of each Project and within five years after the completion thereof, or such further period as may be approved by the PHA, there has been or will be elimination (as approved by the PHA) by demolition, condemnation, effective closing, or compulsory repair or improvement, of unsafe or insanitary dwelling units situated in the locality or metropolitan area in which such Project is located, substantially equal in number to the number of newly constructed dwelling units provided by such Project; Provided, That, where more than one family is living in an unsafe or insanitary dwelling unit, the elimination of such unit shall count as the elimination of units equal to the number of families accommodated therein; and Provided, further, That this paragraph 4 shall not apply in the case of (i) any Project developed on the site of a Slum cleared subsequent to July 15, 1949, and that the dwelling units eliminated by the clearance of the site of such Project shall not be counted as elimination for any other Project or any other low-rent housing project, or (ii) any Project located in a rural non-farm area.

5. During the period commencing with the date of the acquisition of any part of the site or sites of any Project and continuing so long as either (i) such Project is owned by a public body or governmental agency and is used for low-rent housing purposes, or (ii) any contract between the Local Authority and the PHA for loans or annual contributions, or both, in connection with such Project remains in force and effect, or (iii) any bonds issued in connection with such Project or any monies due to the PHA in connection with such Project remain unpaid, whichever period is the longest, the County without cost or charge to the Local Authority or the tenants of such Project (other than the Payments in Lieu of Taxes) shall:

(a) Furnish or cause to be furnished to the Local Authority and the tenants of such Project public services and facilities of the same character and to the same extent as are furnished from time to time without cost or charge to other dwellings and inhabitants in the County;

(b) Vacate such streets, roads, and alleys within the area of such Project as may be necessary in the development thereof, and convey without charge to the Local Authority such interest as the County may have in such vacated areas; and, insofar as it is lawfully able to do so without cost or expense to the Local Authority or to the County, cause to be removed from such vacated areas, insofar as it may be necessary, all public or private utility lines and equipment;

(c) Insofar as the County may lawfully do so, (i) grant such deviations from the building code of the County as are reasonable and necessary to promote economy and efficiency in the development and administration of such Project, and at the same time safeguard health and safety, and (ii) make such changes in any zoning of the site and surrounding territory of such Project as are reasonable and necessary for the development and protection of such Project and the surrounding territory;

(d) Accept grants of easements necessary for the development of such Project; and

(e) Cooperate with the Local Authority by such other lawful action or ways as the County and the Local Authority may find necessary in connection with the development and administration of such Project.

6. In respect to any Project the County further agrees that within a reasonable time after receipt of a written request therefor from the Local Authority;

(a) It will accept the dedication of all interior streets, roads, alleys, and adjacent sidewalks within the area of such Project, after the Local Authority, at its own expense, has completed the grading, improvement, paving and installation thereof in accordance with specifications acceptable to the County;

(b) It will accept necessary dedications of land for, and will

grade, improve, and pave, in the manner customary for the County so to do in like areas, all streets bounding such Project or necessary to provide adequate access thereto (in consideration whereof the Local Authority shall pay to the County such amount as would be assessed against the Project site for such work if such site were privately owned).

7. If by reason of the County's failure or refusal to furnish or cause to be furnished any public services or facilities which it has agreed hereunder to furnish or to cause to be furnished to the Local Authority or to the tenants of any Project, the Local Authority incurs any expense to obtain such services or facilities then the Local Authority may deduct the amount of such expense from any Payments in Lieu of Taxes due or to become due to the County in respect to any Project or any other low-rent housing projects owned or operated by the Local Authority.

8. No Cooperation Agreement heretofore entered into between the County and the Local Authority shall be construed to apply to any Project covered by this Agreement.

9. So long as any contract between the Local Authority and the PHA for loans (including preliminary loans) or annual contributions, or both, in connection with any Project remains in force and effect, or so long as any bonds issued in connection with any Project or any monies due to the PHA in connection with any Project remain unpaid, this Agreement shall not be abrogated, changed, or modified without the consent of the PHA. The privileges and obligations of the County hereunder shall remain in full force and effect with respect to each Project so long as the beneficial title to such Project is held by the Local Authority or by any other public body or governmental agency, including the PHA, authorized by law to engage in the development or administration of low-rent housing projects. If at any time the beneficial title to, or possession of, any Project is held by such other public body or governmental agency, including the PHA, the provisions hereof shall inure to the benefit of and may be enforced by, such other public body or governmental agency, including the PHA.

IN WITNESS WHEREOF the County and the Local Authority have respectively signed this Agreement and caused their seals to be affixed and attested as of the day and year first above written.

SPALDING COUNTY, GEORGIA
(Corporate Name of County)

(SEAL)

By /s/ O. M. Snider
Chairman, County Commissioners

Attest:

/s/ J. O. Futral
Clerk

HOUSING AUTHORITY OF THE CITY OF GRIFFIN, GEORGIA
(Corporate Name of Local Authority)

(SEAL)

By /s/ H. F. Goldstein
Chairman

Attest:

/s/ J. C. Owen, Jr.
Secretary

CERTIFICATE

I, J. C. Owen, Jr., Secretary of the Housing Authority of the City of Griffin, Georgia, do hereby certify that I have compared the foregoing copy of the Cooperation Agreement, dated November 15, 1950, between the Housing Authority of the City of Griffin, Georgia and Spalding County, Georgia, with an original thereof, now remaining in the records of my aforesaid office, and same is a true and correct transcript therefrom, and of the whole of such original Cooperation Agreement.

IN TESTIMONY WHEREOF, I have hereunto set my hand and the seal of the Housing Authority of the City of Griffin, Georgia, this the 15th day of November, 1950.

J. C. Owen, Jr.

J. C. Owen, Jr., as Secretary of the Housing Authority of the City of Griffin, Georgia

(SEAL)

BY-LAWS
OF THE HOUSING AUTHORITY OF
THE CITY OF GRIFFIN, GEORGIA

ARTICLE I – THE AUTHORITY

Section 1. Name of Authority. The name of the Authority shall be the "Housing Authority of the City of Griffin, Georgia:"

Section 2. Seal of Authority. The seal of the Authority shall be in the form of a circle and shall bear the name of the Authority and the year of its organization.

Section 3. Office of Authority. The offices of the Authority shall be at 518 Nine Oaks Drive, Griffin, Georgia, but the Authority may have offices at such other place or places as the Authority may from time to time designate by resolution.

ARTICLE II – OFFICERS

Section 1. Officers. The officers of the Authority shall be a Chairman, a Vice Chairman, and a Secretary.

Section 2. Chairman. The Chairman shall preside at all meetings of the Authority. Except as otherwise authorized by resolution of the Authority, the Chairman shall sign all contracts, deeds and other legal instruments made by the Authority. At each meeting, the Chairman shall submit such recommendations and information as he or she may consider proper concerning the business, affairs and policies of the Authority.

Section 3. Vice Chairman. The Vice Chairman shall perform the duties of the Chairman in the absence or incapacity of the Chairman; and in case of the resignation or death of the Chairman the Vice Chairman shall perform such duties as are imposed on the Chairman, and serve as Acting Chairman, until such time as the Authority shall appoint a new Chairman. Upon

appointment of a new Chairman, the Acting Chairman shall resume the position and duties of Vice Chairman, unless elected as the new Chairman, in which event a new Vice Chairman shall be elected in accordance with Section 8 herein.

Section 4. Secretary. The Secretary shall keep the records of the Authority, shall act as secretary of the meetings of the Authority and record all votes, and shall keep a record of the proceedings of the Authority in a journal of proceedings to be kept for such purpose, and shall perform all duties incident to that office.

He or she shall keep in safe custody the seal of the Authority and shall have power to affix such seal to all contracts and instruments authorized to be executed by the Authority. He or she shall have the authority to execute contracts on behalf of the authority and affix the seal thereto up to a monetary limit of fifty thousand dollars ($50,000.00), or such limits as are set in the Procurement Policy as adopted by the Board of Commissioners. Any contracts requiring payment above the pre-set amount shall require approval of the Board.

He or she shall have the care and custody of all funds of the Authority and shall deposit the same in the name of the Authority in such bank or banks as the Authority may select. The Secretary shall sign all orders and checks for the payment of money and shall pay out and disburse such moneys under the direction of the Authority. Except as otherwise authorized by resolution of the Authority, all such orders and checks shall be countersigned by the Chairman or the Vice-Chairman. He or she shall keep regular books of accounts showing receipts and expenditures and shall render to the Authority, at each regular meeting (or more often when requested), an account of transactions and also of the financial condition of the Authority. He or she shall give such bonds for the faithful performance of duties as the Authority may determine.

The compensation of the Secretary shall be determined by the Authority.

Section 5. Chief Executive Officer. The Secretary shall be the Chief Executive Officer ("CEO") of the Authority and shall have general supervision over the administration of the business and affairs of the Authority, subject to the direction of the Authority. He or she shall be charged with the management of the housing developments of the Authority.

Regulations of the Department of Housing and Urban Development require that the Chairman of the Board shall serve as temporary CEO in the absence of an appointee to that position. In the event that the Chairman, or any member of the Authority, serves as temporary CEO, the Authority shall appoint an Acting Secretary who shall perform those duties of recording all votes, keeping a record of the proceedings of the Authority, keeping the seal, and having power to affix such seal to documents as required by law. The Temporary CEO shall care and custody of all funds of the Authority, and shall have general supervision over the administration of the business and affairs of the Authority, subject to the direction of the Authority, and shall be charged with management of the housing developments of the Authority.

If the Chairman is unable to serve as temporary CEO in the absence of an appointee to that position, the Vice Chairman shall serve; and if the Vice Chairman is unable to serve, the Authority shall appoint a temporary CEO from among its members. If regulations of the Department of Housing and Urban Development require that no resident of a housing development serve as CEO then any such person who is a resident shall be passed over and shall not serve as CEO.

Section 6. Additional Duties. The officers of the Authority shall perform such other duties and functions as may from time to time be required by the Authority or the by-laws or rules and regulations of the Authority.

Section 7. Election or Appointment. The Chairman and Vice Chairman shall be elected at the annual meeting of the Authority from among the commissioners of the Authority, and shall hold office for one year or until their successors are elected and qualified.

The Secretary shall be appointed by the Authority. Any person appointed to fill the office of Secretary, or any vacancy therein, shall have such term as the Authority fixes, but no commissioner of the Authority shall be eligible to this office except as a temporary appointee without compensation, other than the payment of necessary expenses.

Section 8. Vacancies. Should the offices of Chairman or Vice Chairman become vacant, the Authority shall elect a successor from its membership at the next regular meeting, and such election shall be for the un-expired term of said office.

Section 9. Additional Personnel: The Authority may from time to time approve the employment of such additional personnel as it deems necessary to exercise its powers, duties and functions as prescribed by the Housing Authorities Laws of Georgia, as amended and all other laws of the State of Georgia applicable thereto. The compensation of such personnel shall be determined by the Authority subject to the laws of the State of Georgia. Duties and responsibilities of such "additional personnel" may be defined in personnel policies.

ARTICLE III – MEETINGS.

Section 1. Annual Meeting. The annual meeting of the Authority shall be held on the second Thursday of February at 5:30 o'clock p.m. at the regular meeting place of the Authority. In the event such date shall fall on a legal holiday, the annual meeting shall be held on the next succeeding business day.

Section 2. Regular Meetings. Regular meetings shall be the second Thursday of each month at the regular meeting place of the Authority, unless otherwise determined by the Authority.

Section 3. Special Meetings. The Chairman of the Authority may, when he or she deems it expedient, call a special meeting of the Authority for the purpose of transacting any business designated in the call. A special meeting shall be called by the Chairman upon the written request of two members of the Authority. The call for a special meeting must either be delivered to each member of the Authority or mailed to the business or home address of each member of the Authority at least two days prior to the date of such special meeting. Members may be notified by telephone of such special meeting, in addition to written notification. At such special meeting no business shall be considered other than as designated in the call, but if all of the members of the Authority are present at a special meeting, any and all business may be transacted at such special meeting.

Section 4. Quorum. At all meetings of the Authority a majority of the members of the Authority shall constitute a quorum for the purpose of transacting business; provided that a smaller number may meet and adjourn to some other time or until a quorum is obtained.

Section 5. Order of Business. At the regular meetings of the Authority the following shall be the order of business:

1. Roll call.
2. Reading and approval of the minutes of previous meetings.
3. Resident comments.
4. Report of the Secretary.
5. Reports of Committees.

6. Unfinished business.

7. New business.

8. Adjournment.

All resolutions shall be in writing and shall be copied in a journal of the proceedings of the Authority.

Section 6. Manner of Voting. The voting on all questions coming before the Authority shall be by show of hands, and the yeas and nays shall be entered upon the minutes of such meeting. All members of the Authority shall be voting members, except as otherwise designated.

ARTICLE IV – AMENDMENTS.

Section 1. Amendments and By-Laws. The by-laws of the Authority shall be amended only with the approval of a majority of the members of the Authority at a regular or a special meeting, but no such amendment shall be adopted unless at least five days written notice thereof has been previously given to all of the members of the Authority.

These By-Laws of the Housing Authority of the City of Griffin, Ga. were adopted by the Board of Commissioners, this 22nd day of February, 2007.

_____

Eula M. Redding, Chairman

CERTIFICATION

I, Marla W. Moore, do hereby certify that I am the duly appointed Chief Executive Officer of the Griffin Housing Authority and Secretary to its Board of Commissioners. The foregoing By-Laws of the Housing Authority of the City of Griffin were adopted at a duly convened regular meeting of said Board, held February 22, 2007 have not been rescinded through the date of this certification, and remains in full force and effect.

This 22nd day of February, 2007.

_____

Marla W. Moore, Secretary

(Seal)

NOMINATION FOR APPOINTMENT

Profile

Office of the City Manager, Jessica O'Connor
One Griffin Center | 100 S. Hill Street-P.O. Box T | Griffin, GA 30224
P 770.229.6408 F 678.692.6403 W cityofgriffin.com

Which Boards would you like to apply for?

Griffin Housing Authority: Submitted

Gloria (First Name) | (Middle Initial) | Pine (Last Name)

505 nineoaks dr. (Home Address) | Apt 1 (Suite or Apt)

Griffin (City) | GA (State) | 30224 (Postal Code)

Mobile: (770) 256-1713 (Primary Phone) | Home: (Alternate Phone)

gpine2016@gmail.com (Email Address)

senior (Employer) | advocate (Occupation)

Business Address:

N/A

Do you live within the city limits or in the county? *

☑ Within city limits

Experience

Education / Experience / Background:

n/a

Other Committees, Boards, Authorities, etc. presently serving on:

n/a

Other pertinent information:

n/a

By submitting this application, I affirm that the facts set forth in it are true and complete. I understand that if I am appointed, any false statements, omissions or other misrepresentations made by me on this application may result in my immediate dismissal. I understand that I will not be paid and that filling out an application does not guarantee my appointment.

Nominee / Nominator Signature: _____

Gloria Pine

Upload a Resume

NOMINATION FOR APPOINTMENT

Profile

Office of the City Manager, Jessica O'Connor
One Griffin Center | 100 S. Hill Street-P.O. Box T | Griffin, GA 30224
P 770.229.6408 F 678.692.6403 W cityofgriffin.com

Which Boards would you like to apply for?

Griffin Housing Authority: Submitted

Nat (First Name) | (Middle Initial) | Doughtie (Last Name)

502 E. College (Home Address) | (Suite or Apt)

Griffin (City) | GA (State) | 30224 (Postal Code)

Business: (770) 567-7211 (Primary Phone) | Home: (Alternate Phone)

sbartholomew@cityofgriffin.com (Email Address)

United Bank (Employer) | Banker (Occupation)

Business Address:

505 S. Hill

Do you live within the city limits or in the county? *

☑ Within city limits

Experience

Education / Experience / Background:

Other Committees, Boards, Authorities, etc. presently serving on:

Other pertinent information:

By submitting this application, I affirm that the facts set forth in it are true and complete. I understand that if I am appointed, any false statements, omissions or other misrepresentations made by me on this application may result in my immediate dismissal. I understand that I will not be paid and that filling out an application does not guarantee my appointment.

Nominee / Nominator Signature: _____

Nat Doughtie

Upload a Resume

CITY OF GRIFFIN, GA

NOMINATION FOR APPOINTMENT

Profile

Office of the City Manager, Jessica O'Connor
One Griffin Center | 100 S. Hill Street-P.O. Box T | Griffin, GA 30224
P 770.229.6408 F 678.692.6403 W cityofgriffin.com

Which Boards would you like to apply for?

Griffin Housing Authority: Not Submitted

Mia (First Name) | M (Middle Initial) | Hann (Last Name)

1337 W. Poplar Street (Home Address) | (Suite or Apt)

Griffin (City) | GA (State) | 30224 (Postal Code)

(Primary Phone) | (Alternate Phone)

mia@wholelifehealingcenter.org (Email Address)

1216 Events (Employer) | Business Owner (Occupation)

Business Address:

529 N. Expressway Griffin, Ga 30224

Do you live within the city limits or in the county? *

☑ Within city limits

Experience

Education / Experience / Background:

Masters Degree in Business

Other Committees, Boards, Authorities, etc. presently serving on:

Whole Life Healing Center

Other pertinent information:

By submitting this application, I affirm that the facts set forth in it are true and complete. I understand that if I am appointed, any false statements, omissions or other misrepresentations made by me on this application may result in my immediate dismissal. I understand that I will not be paid and that filling out an application does not guarantee my appointment.

Nominee / Nominator Signature: _____

Mia Hann

Mia_Hann_Resume.docx

Upload a Resume

Mia Hann, MBA
716.816.8973 • Atlanta, GA ZIP
miaconner32@gmail.com •

Seeking role as Recruiter/Human Resources Representative/Workers Compensation Coordinator/ Customer Service Representative

PROFESSIONAL SUMMARY

Passionate, collaborative HR/recruiting manager with 6+ years of experience in Long-term care and assistant living facilities. Creating and implementing SOP's, assisting with audit preparation, retention, recruitment, Keen patience, and flexibility, providing reliable, creative, and impactful work. Uses organizational and project management skills to aid in exceeding expectations.

CAREER HIGHLIGHTS

- Retention/Agency: decreased turnover in over 20 facilities across Georgia, Alabama & Tennessee. I also implemented an Agency out initiative that effectively eliminated agency in the facilities.

- Applicant Tracking Systems (ATS): Knowledgeable of various applicant tracking systems (ATS), producing resumes that achieve a final ATS score of 80%-96% using compliant formatting and proper grammar.

- Career Coaching: customized and taught 50+ professional development workshops and events about self-branding strategies, storytelling, interviewing skills, resume development, and salary negotiations.

- Mock Interviewing: conducted 400+ mock interviews with clients in multiple industries teaching various interviewing techniques including (Situation, Task, Action, Result) S.T.A.R method and proper professional attire, empowering confidence within clients ultimately resulting in callbacks and desired role within 1-3 months.

Education

February 2008 – October 2012 **-Criminal Justice/ Administration B.S.**
-University of Phoenix (Atlanta, Georgia campus)

December 2012 **-Paralegal Certification**
-University of Georgia (Griffin Campus)

September 2013-June 2015 **-Master of Business**
-University of Phoenix (Atlanta, Georgia campus)

Work History

Governors Glen
Job Title: HR/Recruitment Consultant
June 2021-November 2021 (Contract)

Duties:

- Manage Recruitment and Retention
- Maintain applicant tracking system
- Assist with employee engagement
- Interviewing
- Implement OSHA (Covid) requirements

Whole Life Healing Center Corporation
Job Title: CEO/Founder
September 2019-Current

Duties:

- Implement organizational structure and operational strategic planning
- Build and maintain effective board of directors
- Community Relations: Relationship building with schools and organizations to encourage partnerships
- Budgeting and financial planning
- Implement Programs
- Event planning/Fundraising
- Public speaking

➢ **Whole Life Healing Center is growing rapidly and is currently in two States. We have assisted over 200 men, woman and children transition out of shelters. We have assisted with job placement, resume writing, rapid rehousing and blessing buckets. I sit on the Coalition against domestic violence boards in Georgia and New York.**

Tara Cares
Job Title: Regional Recruitment and Retention Consultant
November 2017- September 2019

Duties:

- Manage Recruitment and Retention functions for 14 Long Term Care facilities across three States (GA, AL, TN)
- Maintain applicant tracking system (PeopleFluent) to ensure that candidates are transitioned correctly.
- Assist with employee engagement
- Community Relations: Relationship building with schools and organizations to encourage partnerships with our facilities
- Hosting and attending Job Fairs
- Posted and maintained requisitions
- followed the proper recruitment and hiring guidelines
- I-9 completion and audits
- Implement culture improvement incentives/ Programs

- Employee Relations (mediations, terminations, evaluations, promotions, demotions)

➢ **During my tenure the Regional Recruitment and Retention Consultant I have assisted with building relationships with the schools and workforce development centers across three States. I assisted with decreasing turnover, increasing employee satisfaction (measured by internal surveys) which positively impacted our customer and patient satisfaction.**

SavaSeniorCare
Job Title: Area Human Resource Manager

October 2016- November 2017

Duties:

- Manage HR functions for six Long Term Care facilities
- Maintain applicant tracking system (PeopleFluent) to ensure that candidates are transitioned correctly.
- Submit New Hire Documents for processing
- Environmental Scans to assist with gaining knowledge of our competitors and the current market of a specific location
- Relationship building with schools and organizations to encourage partnerships with our Sava facilities
- Staffing Ladders
- FMLA
- I-9 completion and audits
- Employee file Audits
- Survey Preparation
- Labor Management (Monthly KPI, QUAPI, MOR reports and meetings)
- Implement culture improvement incentives/ Programs
- Employee Relations (mediations, terminations, evaluations, promotions, demotions)

➢ **During my tenure as an Area Human Resource Manager, I have assisted with building relationships with the schools and workforce development centers in Atlanta. I have created a new Bonus Structure, decreased turnover and overtime while eliminating agency in all six of my facilities.**

DeKalb Community Service Board

Job Title: Human Resource Generalist/Healthcare Recruiter

July 2016- August 2016 (Contract)

Duties:

- Recruit health care professionals in the behavioral health industry (Psychiatrist, CNS, Clinicians, Nurses and psychologists)
- Create and implement recruitment strategies
- Create recruiting SOP's
- Employee Engagement
- Climate Control Surveys
- Attend job fairs and networking events
- Maintain positive relationships with center directors and hiring managers
- Assist with general inquiries pertaining to payroll and company policies
- Conduct weekly orientations
- Complete phone screens and interviews
- Maintain employee records using Quantum (HRIS)
- Wrote out and updated policies and procedures including recruitment and selection, progressive discipline, FLSA, fitness for duty and time management.
- Ensured that the staff was well informed and updated on policies and trainings such as CPR, CPI, First Aid, Licensures and Credentials.

➢ **During the Behavioral Health Department restructuring and expansion I did full desk recruitment to fill each of the 40 positions within a two-month time frame. I hired 10 Psychiatrists, 5 Registered Nurses, 4 LPN's, 6 Licensed Clinical Social Workers, 6 Social Service Technicians, 7 Licensed Practical Counselors, 5 Peer Counselors and 2 Clinical Nurse Specialists while maintaining my requisitions from our other departments and sites.**

➢ **Assisted in the creation of the Staff Development Committee (SDC)**

Advantage Resourcing

Job Title: Full Cycle Staffing Recruiter

December 2015- July 2016 (Contract)

Duties:

- Recruit, pre-screen, pay roll, performance calls, onsite visits, interviewing potential Associates and Reference Checks.
- Work with candidates and clients to negotiate salary, benefits and pay rates.
- Make determinations on the submittal of Associates based on evaluations to fill a client's requisition.
- Coordinate interviews and make offers of employment per client direction. Maintain Associate records for assignment availability.
- Participated in business development and client service activities. Conduct activities to advance positive relationships and retain clients and Associates.

Delta Inflight (People Scout)

Job Title: Recruiter/ Behavioral Interviewer

September 2015- December 2015(Contract)

Duties:

- Reviewing interview videos
- Administrating tests
- Administrating face to face interviews
- Finger printing
- Sourcing
- Screening
- Document preparation

CarMax

Job Title: Corporate Recruiter

July 2015-September 2015 (Temporary/Intern)

Duties: Creating and posting requisitions, phone interviewing, sourcing, scheduling PeopleFluent, Kenexa, Excel and PowerPoint. (Temporary/Intern Position)

- Engaging passive candidates for executive positions
- Completed pre-screens
- Completed phone screens
- Interviewed Candidates
- Posted requisitions
- Sent out the Kenexa & Insight assessments

HR Global Strategies

June 2013- June 2015

Job Title: Human Resource Assistant (Recruiter)

Duties- Recruiting, phone interviewing, sourcing, scheduling using systems such as; PeopleFluent, Kenexa, Outlook, Excel, Taleo and PowerPoint.

- Cold Called passive candidates
- Made over 100 calls per day
- Placed 25 candidates a month
- Lowest time to fill on the team
- Scheduled interviews/Administered interviews
- Pre-screened and phone screened candidates

➢ **I received HR Global Strategies Recruiter of the year award for 2014**

Law Offices of Chris Leopold September 2012- June 2013

Job Title: Paralegal/HR Assistant

Duties: Scheduling, recruiting, reviewing applications, Background checks, screening, filing, creating word and excel documents, Drafting Counter Offers, Settlement Demand Packages, Correspondence letters, and Interoffice Memorandum of laws using the IRAQ writing format. I am also familiar with Researching and reviewing verdicts and settlements on Westlaw to support counter offers.

➢ **I was awarded a scholarship to pay for my Paralegal Certification**

Summary and Skills:

- Management of Six facilities
- Human Resources (recruiting, employee engagement)
- Agency/overtime and turnover reduction
- E- Verify
- Background Checks
- Drug Testing
- VMS Fieldglass
- Sourcing
- Screening
- Excellent written and Verbal communication skills
- Virtual Edge
- Kenexa
- eEmpact
- People Fluent
- PowerPoint
- Excel
- Settlement Demands
- Correspondence
- Lexus Nexus
- Taleo
- Posting Requisitions
- LinkedIn
- Interviewing
- PeopleSoft
- HireRight
- HR Capture
- Kronos
- Oasis
- On-Shift

AGENDA ITEM SUMMARY

ITEM SUMMARY:

Commissioners to appoint a Commissioner to the Griffin Housing Authority for an annual appointment as Ex-Officio Member for a term to expire 12/31/26 to succeed Commissioner Cynthia Ward whose term expired 12/31/25.

SPECIAL CONSIDERATIONS OR CONCERNS:

The Housing Authority meets on the 2nd Wednesday of each month at the Housing Authority office. Appointees to the Griffin Housing Authority must be residents of the City.

STAFF RECOMMENDATION:

N/A

FINANCIAL IMPACT:

N/A

Submitted By:
Susan Bartholomew

Meeting Date:
13/01/2026

Reviewed By:
Jessica O'Connor

ATTACHMENTS:
HA By-Laws.pdf
HA formation.pdf

BY-LAWS
OF THE HOUSING AUTHORITY OF
THE CITY OF GRIFFIN, GEORGIA

ARTICLE I – THE AUTHORITY

Section 1. Name of Authority. The name of the Authority shall be the "Housing Authority of the City of Griffin, Georgia:"

Section 2. Seal of Authority. The seal of the Authority shall be in the form of a circle and shall bear the name of the Authority and the year of its organization.

Section 3. Office of Authority. The offices of the Authority shall be at 518 Nine Oaks Drive, Griffin, Georgia, but the Authority may have offices at such other place or places as the Authority may from time to time designate by resolution.

ARTICLE II – OFFICERS

Section 1. Officers. The officers of the Authority shall be a Chairman, a Vice Chairman, and a Secretary.

Section 2. Chairman. The Chairman shall preside at all meetings of the Authority. Except as otherwise authorized by resolution of the Authority, the Chairman shall sign all contracts, deeds and other legal instruments made by the Authority. At each meeting, the Chairman shall submit such recommendations and information as he or she may consider proper concerning the business, affairs and policies of the Authority.

Section 3. Vice Chairman. The Vice Chairman shall perform the duties of the Chairman in the absence or incapacity of the Chairman; and in case of the resignation or death of the Chairman the Vice Chairman shall perform such duties as are imposed on the Chairman, and serve as Acting Chairman, until such time as the Authority shall appoint a new Chairman. Upon

appointment of a new Chairman, the Acting Chairman shall resume the position and duties of Vice Chairman, unless elected as the new Chairman, in which event a new Vice Chairman shall be elected in accordance with Section 8 herein.

Section 4. Secretary. The Secretary shall keep the records of the Authority, shall act as secretary of the meetings of the Authority and record all votes, and shall keep a record of the proceedings of the Authority in a journal of proceedings to be kept for such purpose, and shall perform all duties incident to that office.

He or she shall keep in safe custody the seal of the Authority and shall have power to affix such seal to all contracts and instruments authorized to be executed by the Authority. He or she shall have the authority to execute contracts on behalf of the authority and affix the seal thereto up to a monetary limit of fifty thousand dollars ($50,000.00), or such limits as are set in the Procurement Policy as adopted by the Board of Commissioners. Any contracts requiring payment above the pre-set amount shall require approval of the Board.

He or she shall have the care and custody of all funds of the Authority and shall deposit the same in the name of the Authority in such bank or banks as the Authority may select. The Secretary shall sign all orders and checks for the payment of money and shall pay out and disburse such moneys under the direction of the Authority. Except as otherwise authorized by resolution of the Authority, all such orders and checks shall be countersigned by the Chairman or the Vice-Chairman. He or she shall keep regular books of accounts showing receipts and expenditures and shall render to the Authority, at each regular meeting (or more often when requested), an account of transactions and also of the financial condition of the Authority. He or she shall give such bonds for the faithful performance of duties as the Authority may determine.

The compensation of the Secretary shall be determined by the Authority.

Section 5. Chief Executive Officer. The Secretary shall be the Chief Executive Officer ("CEO") of the Authority and shall have general supervision over the administration of the business and affairs of the Authority, subject to the direction of the Authority. He or she shall be charged with the management of the housing developments of the Authority.

Regulations of the Department of Housing and Urban Development require that the Chairman of the Board shall serve as temporary CEO in the absence of an appointee to that position. In the event that the Chairman, or any member of the Authority, serves as temporary CEO, the Authority shall appoint an Acting Secretary who shall perform those duties of recording all votes, keeping a record of the proceedings of the Authority, keeping the seal, and having power to affix such seal to documents as required by law. The Temporary CEO shall care and custody of all funds of the Authority, and shall have general supervision over the administration of the business and affairs of the Authority, subject to the direction of the Authority, and shall be charged with management of the housing developments of the Authority.

If the Chairman is unable to serve as temporary CEO in the absence of an appointee to that position, the Vice Chairman shall serve; and if the Vice Chairman is unable to serve, the Authority shall appoint a temporary CEO from among its members. If regulations of the Department of Housing and Urban Development require that no resident of a housing development serve as CEO then any such person who is a resident shall be passed over and shall not serve as CEO.

Section 6. Additional Duties. The officers of the Authority shall perform such other duties and functions as may from time to time be required by the Authority or the by-laws or rules and regulations of the Authority.

Section 7. Election or Appointment. The Chairman and Vice Chairman shall be elected at the annual meeting of the Authority from among the commissioners of the Authority, and shall hold office for one year or until their successors are elected and qualified.

The Secretary shall be appointed by the Authority. Any person appointed to fill the office of Secretary, or any vacancy therein, shall have such term as the Authority fixes, but no commissioner of the Authority shall be eligible to this office except as a temporary appointee without compensation, other than the payment of necessary expenses.

Section 8. Vacancies. Should the offices of Chairman or Vice Chairman become vacant, the Authority shall elect a successor from its membership at the next regular meeting, and such election shall be for the un-expired term of said office.

Section 9. Additional Personnel: The Authority may from time to time approve the employment of such additional personnel as it deems necessary to exercise its powers, duties and functions as prescribed by the Housing Authorities Laws of Georgia, as amended and all other laws of the State of Georgia applicable thereto. The compensation of such personnel shall be determined by the Authority subject to the laws of the State of Georgia. Duties and responsibilities of such "additional personnel" may be defined in personnel policies.

ARTICLE III – MEETINGS.

Section 1. Annual Meeting. The annual meeting of the Authority shall be held on the second Thursday of February at 5:30 o'clock p.m. at the regular meeting place of the Authority. In the event such date shall fall on a legal holiday, the annual meeting shall be held on the next succeeding business day.

Section 2. Regular Meetings. Regular meetings shall be the second Thursday of each month at the regular meeting place of the Authority, unless otherwise determined by the Authority.

Section 3. Special Meetings. The Chairman of the Authority may, when he or she deems it expedient, call a special meeting of the Authority for the purpose of transacting any business designated in the call. A special meeting shall be called by the Chairman upon the written request of two members of the Authority. The call for a special meeting must either be delivered to each member of the Authority or mailed to the business or home address of each member of the Authority at least two days prior to the date of such special meeting. Members may be notified by telephone of such special meeting, in addition to written notification. At such special meeting no business shall be considered other than as designated in the call, but if all of the members of the Authority are present at a special meeting, any and all business may be transacted at such special meeting.

Section 4. Quorum. At all meetings of the Authority a majority of the members of the Authority shall constitute a quorum for the purpose of transacting business; provided that a smaller number may meet and adjourn to some other time or until a quorum is obtained.

Section 5. Order of Business. At the regular meetings of the Authority the following shall be the order of business:

1. Roll call.
2. Reading and approval of the minutes of previous meetings.
3. Resident comments.
4. Report of the Secretary.
5. Reports of Committees.

6. Unfinished business.

7. New business.

8. Adjournment.

All resolutions shall be in writing and shall be copied in a journal of the proceedings of the Authority.

Section 6. Manner of Voting. The voting on all questions coming before the Authority shall be by show of hands, and the yeas and nays shall be entered upon the minutes of such meeting. All members of the Authority shall be voting members, except as otherwise designated.

ARTICLE IV – AMENDMENTS.

Section 1. Amendments and By-Laws. The by-laws of the Authority shall be amended only with the approval of a majority of the members of the Authority at a regular or a special meeting, but no such amendment shall be adopted unless at least five days written notice thereof has been previously given to all of the members of the Authority.

These By-Laws of the Housing Authority of the City of Griffin, Ga. were adopted by the Board of Commissioners, this 22nd day of February, 2007.

_____
Eula M. Redding, Chairman

CERTIFICATION

I, Marla W. Moore, do hereby certify that I am the duly appointed Chief Executive Officer of the Griffin Housing Authority and Secretary to its Board of Commissioners. The foregoing By-Laws of the Housing Authority of the City of Griffin were adopted at a duly convened regular meeting of said Board, held February 22, 2007 have not been rescinded through the date of this certification, and remains in full force and effect.

This 22nd day of February, 2007.

_____
Marla W. Moore, Secretary

(Seal)

EXTRACTS FROM THE MINUTES OF A SPECIAL MEETING OF THE COMMISSIONERS OF THE CITY OF GRIFFIN, GEORGIA HELD ON MAY 1, 1950

The Commissioners of the City of Griffin, Georgia met in Special called meeting in the City Hall in the City of Griffin, Georgia, on May 1st, 1950.

The meeting was called to order by the Chairman and, upon roll call, those present and absent were as follows:

Present:

E. F. Carlisle Jr., Chairman

Ernest D. Willis, Vice Chairman

W.E.H. Searcy III

Absent:

The following resolution was introduced by Mr. Willis, read in full and considered;

WHEREAS, the Housing Authority of the City of Griffin, Georgia, has received from the Public Housing Administration, a Program Reservation of 200 units of Low-Rent Public Housing;

WHEREAS, in order that the Housing Authority can proceed with the development of the Low-Rent Public Housing Program, a Cooperation Agreement is necessary between the City of Griffin, Georgia, and the Housing Authority of the City of Griffin, Georgia, in order to comply with the constitution and statutes of the State of Georgia and the requirements of the Public Housing Administration:

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

Section 1. That the City of Griffin, Georgia, shall enter into a Cooperation Agreement with the Housing Authority of the City of Griffin, Georgia, in the following form:

COOPERATION AGREEMENT

This Agreement entered into this 1st day of May, 1950, by and between Housing Authority of the City of Griffin, Georgia (herein called the "Local Authority") and the City of Griffin, Georgia (herein called the "City"), witnesseth:

WHEREAS, the Local Authority has received from the Public Housing Administration (herein called the "PHA") approval of a Program Reservation of 200 units of low-rent housing to be developed and located in part or wholly within the corporate limits of the City; and

WHEREAS, the Local Authority proposes to enter into one or more contracts with the PHA for loans and annual contributions in connection with the development and administration of such low-rent housing, all pursuant to the United States Housing Act of 1937, as amended (herein called the "Act"); and

WHEREAS, the City is desirous of assisting and cooperating with the Local Authority in such undertakings and of complying with the provisions of Sections 10(a), 10(b), and 15(7) (b) of the Act, as well as all other applicable provisions thereof:

NOW, THEREFORE, in consideration of the mutual covenants hereinafter set forth, the Local Authority and the City do agree:

1. Whenever used in this Agreement:

(a) The term "Project" shall mean any low-rent housing hereafter developed as one operation by the Local Authority with financial assistance of the PHA and included with Program Reservation No. GA-61-A issued to the Local Authority by the PHA which in the aggregate may not exceed 200 units of low-rent housing. A project will generally be located on a single site but may be on scattered sites.

(b) The term "Taxing Body" shall mean the State or any political subdivision or taxing unit thereof (including the City) in which a Project is situated and which would have authority to assess or levy real or personal property taxes or to certify such taxes to a taxing body or public officer to be levied for its use and benefit with respect to a Project if it were not exempt from taxation.

(c) The term "Shelter Rent" shall mean the total of all charges to all tenants of a Project for dwelling rents and non-dwelling rents (excluding all other income of such Project), less the cost to the Local Authority of all dwelling and non-dwelling utilities.

(d) The term "Slum" means any area where dwellings predominate which, by reason of dilapidation, overcrowding, faulty arrangement or design, lack of ventilation, light or sanitation facilities, or any combination of these factors, are detrimental to safety, health or morals.

2. The Local Authority shall endezvor to secure a contract or contracts with the PHA for loans and annual contributions, and undertake the develop and administer one or more Projects.

3. Under the constitution and statutes of the State of Georgia, all Projects are exempt from all real and personal property taxes and special assessments levied or imposed by any Taxing Body; and, with respect to any Project, so long as either (a) such Project is used for low-rent housing purposes, or (b) any contract between the Local Authority and the PHA for loans or annual contributions, or both, in connection with such Project shall remain outstanding, whichever period is the longest, the City agrees that it will not levy or impose any real or personal property taxes or special assessments upon such Project or upon the Local Authority with respect thereto. During such period, the Local Authority shall make annual payments (herein called "Payments in Lieu of Taxes") in lieu of such taxes and special assessments and in payment for public services and facilities furnished for or with respect to such project. Each such annual Payment in Lieu of Taxes shall be made after the end of the fiscal year established for such Project, and shall be in an amount equal to either (a) Ten per cent (10%) of the aggregate Shelter Rent charged by the Local Authority in respect to such Project during such fiscal year, or (b) the amount permitted to be paid by applicable state law in effect on the date of this Cooperation Agreement, whichever amount is the lower; provided, however, that upon failure of the Local Authority to make any such Payment in Lieu of Taxes, no lien against any Project or assets of the Local Authority shall attach.

The City shall distribute the Payments in Lieu of Taxes among the Taxing Bodies in the proportion which the real property taxes which would have been paid to each Taxing Body for such year if the Project were not exempt from taxation bears to the total real property taxes which would have been paid to all of the Taxing Bodies for such year if the Project were not exempt from taxation; provided, however, that no payment for any year shall be made to any Taxing Body (including the City) in excess of the amount of the real property taxes which would have been paid to such Taxing Body for such year if the Project were not exempt from taxation.

4. The City agrees that, subsequent to the date of initiation (as defined in the Act) of each Project and within five years after the completion thereof, or such further period as may be approved by the PHA, there has been or will be elimination (as approved by the PHA) by demolition, condemnation, effective closing, or compulsory repair or improvement, of unsafe or insanitary dwelling units situated in the locality of metropolitan area of the City substantially equal in number to the number of newly constructed dwelling units provided by such Project; provided, that, where more than one family is living in an unsafe or insanitary dwelling unit, the elimination of such unit shall count as the elimination of units equal to this number of families accommodated therein, and provided, further, that this paragraph 4 shall not apply in the case of (a) any Project developed on the site of a Slum cleared subsequent to July 15, 1949, and that the dwelling units eliminated by the clearance of the site of such Project shall not be counted as eliminated for any other Project or any other low-rent housing project, or (b) any Project located in a rural non-farm area.

5. During the period commencing with the date of the acquisition of any part of the site or sites of any Project and continuing so long as either (a) such Project is used for low-rent housing purposes, or (b) any contract between the Local Authority and the PHA for loans or annual contributions, or both, with respect to such Project shall remain outstanding, whichever period is the longest, the City, without cost or charge to the Local Authority or the tenants of such Project (other than the Payments in Lieu of Taxes) shall:

(a) furnish or cause to be furnished to the Local Authority and the tenants of such Project (1) the public services and facilities which are at the date hereof being furnished without cost or charge to other dwellings and inhabitants in the City, including but not limited to: educational, fire, police and health protection and services; maintenance and repair of public streets, roads, alleys, sidewalks, sewer and water systems; snow removal; garbage, trash and ash collection and disposal; street lighting on public streets and roads within such Project and on the boundaries thereof; and adequate sewer services and facilities as may from time to time hereafter be furnished without cost or charge to other dwellings and inhabitants in the City;

(b) vacate such streets, roads, and alleys within the area of such Project as may be necessary to the development thereof, and convey without charge to the Local Authority such interests as the City may have in such vacated areas; and insofar as it is lawfully able to do so without cost or expense to the Local Authority and/or to the City, cause to be removed from such vacated area, insofar as it may be necessary, all public utility lines and equipment;

(c) insofar as the City may lawfully do so, grant such waivers of the building code of the City as are reasonable and necessary to promote economy and efficiency in the development and administration of such Project; and make such changes in any zoning of the site and surrounding territory of such Project as are reasonable and necessary for the development and protection thereof;

(d) accept grants of easements necessary for the development of such Promect; and

(e) cooperate with the Local Authority by such other lawful action or ways as the City and the Local Authority may find necessary in connection with the development and administration of such Projects.

6. In respect to any Project the City further agrees that within a reasonable time after receipt of a written request therefor from the Local Authority:

(a) it will accept the dedication of all interior streets, roads, alleys, and adjacent sidewalks within the area of such Project after the Local Authority, at its own expense, has completed the grading, improvement, and paving thereof in accordance with specifications acceptable to the City; and

(b) it will accept necessary dedications of land for, and will grade, improve, pave, and provide sidewalks for, all streets bounding such Project or necessary to provide adequate access thereto (in consideration whereof the Local Authority shall pay to the City such amount as would be assessed against the Project site for such work if it were privately owned); and

(c) it will provide, or cause to be provided, water mains, and storm and sanitary sewer mains, leading to such Project and serving the bounding streets thereof (in consideration whereof the Local Authority shall pay to the City such amount as would be assessed against the Project site if it were privately owned).

7. If the City shall, within a reasonable time after written notice from the Authority, fail or refuse to furnish or cause to be furnished any of the services or facilities which it is obligated hereunder to furnish or cause to be furnished to the Local Authority or to any Project, then the Local Authority may proceed to obtain such services or facilities elsewhere, and deduct the cost therefor from any payments in Lieu of Taxes due or to become due to the City in respect to any Project or any other low-rent housing projects assisted or owned by the PHA.

8. No Cooperation Agreement heretofore entered into between the City and the Local Authority shall be construed to apply to any Project covered by this Agreement.

9. So long as any contract between the Local Authority and the PHA for loans (including preliminary loans) or annual contributions, or both, with respect to any Project shall remain in force and effect, or so long as any bonds issued in connection with such Project shall remain outstanding, this agreement shall not be abregated, changed, or modified without the consent of the PHA. The privileges and obligations of the City hereunder shall remain in full force and effect with respect to each Project so long as the beneficial title to such Project is held by the Local Authority or some other public body or governmental agency, including the PHA, authorized by law to engage in the development or administration of low-rent housing projects. If at any time the beneficial title to, or possession of, any Project is held by such other public body or governmental agency, including the PHA, the provisions hereof shall inure to the benefit of and may be enforced by, such other public body or governmental agency, including the PHA.

IN WITNESS WHEREOF the City and the Local Authority have respectively caused this Agreement to be duly executed as of the day and year first above written.

(SEAL)

CITY OF GRIFFIN, GEORGIA

ATTEST:

By_____
Chairman of City Commission

_____
Clerk

HOUSING AUTHORITY OF THE CITY OF GRIFFIN, GEORGIA

(SEAL)

By_____
Chairman

ATTEST:

_____
Secretary

Section 2. That the Chairman of the Commission and the Clerk be authorized and directed to execute the Cooperation Agreement in behalf of the City of Griffin, Georgia, and the Clerk be authorized and directed to attach the seal of the City of Griffin thereon.

Mr. Searcy moved that the foregoing resolution be adopted as introduced as read, which motion was seconded by Mr. Willis and upon roll call, the "Ayes" and "Nays" were as follows:

AYES	NAYS
E. F. Carlisle, Jr.	
Ernest D. Willis	
W.E.H. Searcy III	

The Chairman thereupon declared said motion carried and said resolution adopted.

CERTIFICATE

I, Hill R. Healan, the duly appointed and qualified acting Clerk of the City of Griffin, Georgia, do hereby certify that the attached extracts from the minutes of a regular meeting of the City Commissioners of the City of Griffin, Georgia, held on May 1, 1950, is a true and correct copy of the original minutes of said meeting on file and of record in so far as said original minutes relate to the matters set forth in said attached extract, and I do further certify that the copy of the Resolution appearing in said attached extract is a true and correct copy of the Resolution adopted at said meeting and on file and of record.

IN TESTIMONY WHEREOF, I have hereunto set my hand and the seal of the City of Griffin, Georgia, this 1st day of May, 1950.

Hill R. Healan

WAIVER OF NOTICE AND CONSENT TO

SPECIAL MEETING

We, the undersigned, Commissioners of the City of Griffin, Georgia, do hereby acknowledge service of NOTICE OF A SPECIAL MEETING of the City Commissioners of the City of Griffin on May 1, 1950, waiving any and all irregularities in such service and in said Notice and do hereby consent to the said meeting of the City Commissioners of the City of Griffin on May 1, 1950, at 4:00 O'clock, in the City Hall and agree to the Meeting for the purposes for which it was called by the Chairman of the Board of Commissioners.

This 1st day of May 1950.

Chairman

Commissioner

Commissioner

I, Hill R. Healan, Secretary of Commission, hereby certify that the foregoing copy of WAIVER OF NOTICE AND CONSENT TO SPECIAL MEETING is a true and correct copy of the original which is on file in the Minute Book of the City Commission in my office.

This 9th day of MAY 1950.

Hill R. Healan, Secretary

Below listed is Sec. 15 of the city Charter showing the authority of the Chairman of the City Commission to sign all legal documents.

SEC. 15. Duties of Chairman of City Commission:

The Chairman shall preside at all meetings of the Commissioners which he attends, unless he vacates the chair and calls on the Chairman pro tem. The Chairman shall be entitled to vote on all questions, motions or matters brought before the Commissioners for action. The Chairman shall sign all orders, checks and warrants drawn on the City Manager for the payment of any moneys out of the treasury of said city, and shall execute on behalf of said city all contracts, deeds or other obligations, and noorder, check or warrant, and no contract, deed or other obligation not signed by the Chairman shall be valid, provided, however, that by a two-third vote, the Board of Commissioners may direct the Chairman to sign such check, warrant, order, deed, contract or other obligation that has been ordered by the two-thirds vote of the Commissioners, and upon such vote taken for that purpose, it shall be the duty of the Chairman to sign the same.

I Alice R. Deaton Certify that the above is a true transcription of the City Charter Section 15.

Alice R. Deaton
City Manager-Clerk

Attest:

(SEAL)

LEGAL OPINION

I have examined in the office of the Clerk of the City of Griffin, Georgia the records of the Special meeting of the City Commission held on the 1st day of May, 1950. Said meeting was duly called and/or held in accordance with the City Charter and rules and regulations promulgated pursuant thereto. At said meeting there was legally and properly passed and adopted a resolution reading in words and figures as follows:

(See attached resolution)

The foregoing is a true and correct copy of said resolution and I do hereby certify that the actions thereby contemplated are in conformance with and are not contrary to or prohibited by the laws of the State of Georgia or the Charter or ordinances of the City of Griffin, Georgia.

The foregoing legal opinion rendered on this the 9th day of August, 1950, by me in my capacity as the duly appointed and qualified City Attorney of the City of Griffin, Georgia.

L P Goodrich
City Attorney of the
City of Griffin, Georgia.

(Seal)

ATTEST: [signature]
Clerk, Board of Commissions
City of Griffin, Georgia

The following resolution was introduced by Mr. Willis,

read in full and considered;

WHEREAS, the Housing Authority of the City of Griffin, Georgia, has received from the Public Housing Administration, a Program Reservation of 200 units of Low-Rent Public Housing;

WHEREAS, in order that the Housing Authority can proceed with the development of the Low-Rent Public Housing Program, a Cooperation Agreement is necessary between the City of Griffin, Georgia, and the Housing Authority of the City of Griffin, Georgia, in order to comply with the constitution and statutes of the State of Georgia and the requirements of the Public Housing Administration:

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

Section 1. That the City of Griffin, Georgia, shall enter into a Cooperation Agreement with the Housing Authority of the City of Griffin, Georgia, in the following form:

COOPERATION AGREEMENT

This Agreement entered into this 1st day of May, 1950, by and between Housing Authority of the City of Griffin, Georgia (herein called the "Local Authority") and the City of Griffin, Georgia (herein called the "City"), witnesseth:

WHEREAS, the Local Authority has received from the Public Housing Administration (herein called the "PHA") approval of a Program Reservation of 200 units of low-rent housing to be developed and located in part or wholly within the corporate limits of the City; and

WHEREAS, the Local Authority proposes to enter into one or more contracts with the PHA for loans and annual contributions in connection with the development and administration of such low-rent housing, all pursuant to the United States Housing Act of 1937, as amended (herein called the "Act"); and

WHEREAS, the City is desirous of assisting and cooperating with the Local Authority in such undertakings and of complying with the provisions of Sections 10 (a), 10 (b), and 15 (7) (b) of the Act, as well as all other applicable provisions thereof:

NOW, THEREFORE, in consideration of the mutual covenants hereinafter set forth, the Local Authority and the City do agree:

1. Whenever used in this Agreement:

(a) The term "Project" shall mean any low-rent housing hereafter developed as one operation by the Local Authority with financial assistance of the PHA and included With Program Reservation NO. GA-61-A issued to the Local Authority by the PHA which in the aggregate may not exceed 200 units of low-rent housing. A project will generally be located on a single site but may be on scattered sites.

(b) The term "Taxing Body" shall mean the State or any political subdivision or taxing unit thereof (including the City) in which a Project is situated and which would have authority to assess or levy real or personal property taxes or to certify such taxes to a taxing body or public officer to be levied for its use and benefit with respect to a Project if it were not exempt from taxation.

(c) The term "Shelter Rent" shall mean the total of all charges to all tenants of a Project for dwelling rents and non-dwelling rents (excluding all other income of such Project), less the cost to the Local Authority of all dwelling and non-dwelling utilities.

(d) The term "Slum" means any area where dwellings predominate which, by reason of dilapidation, overcrowding, faulty arrangement or design, lack of ventilation, light or sanitation facilities, or any combination of these factors, are detrimental to safety, health or morals.

2. The Local Authority shall endeavor to secure a contract or contracts with the PHA for loans and annual contributions, and undertake the develop and administer one or more Projects.

3. Under the constitution and statutes of the State of Georgia, all Projects are exempt from all real and personal property taxes and special assessments levied or imposed by any Taxing Body; and, with respect to any Project, so long as either (a) such Projects is used for low-rent housing purposes, or (b) any contract between the Local Authority and the PHA for loans or annual contributions, or both, in connection with such Project shall remain outstanding, whichever period is the longest, the City agrees that it will not levy or impose any real or personal property taxes or special assessments upon such Project or upon the Local Authority with respect thereto. During such period, the Local Authority shall make annual payments (herein called "Payments in Lieu of Taxes")in lieu of such taxes and special assessments and in payment for public services and facilities furnished for or with respect to such project. Each such annual payment in Lieu of Taxes shall be made after the end of the fiscal year established for such Project, and shall be in an amount equal to either (a) Ten per cent (10%) of the aggregate Shelter Rent charged by the Local Authority in respect to such Project during such fiscal year, or (b) the amount permitted to be paid by applicable state law in effect on the date of this Cooperation Agreement, whichever amount is the lower; provided, however, that upon failure of the Local Authority to make any such Payment in Lieu of Taxes, no lien against any Project or assets of the Local Authority shall attach.

The City shall distribute the Payments in Lieu of Taxes among the Taxing Bodies in the proportion which the real property taxes which would have been paid to each Taxing Body for such year if the Project were not exempt from taxation bears to the total real property taxes which would have been paid to all of the Taxing Bodies for such year if the Project were not exempt from taxation; provided, however, that no payment for any year shall be made to any Taxing Body (indluding the City) in excess of the amount of the real property taxes which would have been paid to such Taxing Body for such year if the Project were not exempt from taxation.

4. The City agrees that, subsequent to the date of initiation (as defined in the Act) of each Project and within five years after the completion thereof, or such further period as may be approved by the PHA, there has been or will be elimination (as approved by the PHA) by demolition, condemnation, effective closing, or compulsory repair or improvement, of unsafe or insanitary dwelling units situated in the locality of metropolitan area of the City substantially equal in number to the number of newly constructed dwelling units provided by such Project; provided, that, where more than one family is living in an unsafe or insanitary dwelling unit, the elimination of such unit shall count as the elimination of units equal to this number of families accommodated therein, and provided, further, that this paragraph 4 shall not apply in the case of (a) any Project developed on the site of a Slum cleared subsequent to July 15, 1949, and that the dwelling units eliminated by the clearance of the site of such Project shall not be counted as eliminated for any other Project or any other low-rent housing project, or (b) any Project located in a rural non-farm area.

5. During the period commencing with the date of the acquisition of any part of the site or sites of any Project and continuing so long as either (a) such Project is used for low-rent housing purposes, or (b) any contract between the Local Authority and the PHA for loans or annual contributions, or both, with respect to such Project shall remain outstanding, whichever period is the longest, the City, without cost or charge to the Local Authority or the tenants of such Project (other than the Payments in Lieu of Taxes) shall:

(a) furnish or cause to be furnished to the Local Authority and the tenants of such Project (1) the public services and facilities which are at the date hereof being furnished without cost or charge to other dwellings and inhabitants in the City, including but not limited to: educational, fire, police and health protection and services; maintenance and repair of public streets, roads, alleys, sidewalks, sewer and water systems; snow removal; garbage, trash and ash collection and disposal; street lighting on public streets and roads within such Project and on the boundaries thereof; and adequate sewer services and facilities as may from time to time hereafter be furnished without cost or charge to other dwellings and inhabitants in the City;

(b) vacate such streets, roads, and alleys within the area of such Project as may be necessary to the development thereof, and convey without charge to the Local Authority such interests as the City may have in such vacated areas; and insofar as it is lawfully able to do so without cost or expense to the Local Authority and/or to the City, cause to be removed from such vacated area, insofar as it may be necessary, all public utility lines and equipment;

(c) insofar as the City may lawfully do so, grant such waivers of the building code of the City as are reasonable and necessary to promote economy and efficiency in the development and administration of such Project; and make such changes in any zoning of the site and surrounding territory of such Project as are reasonable and necessary for the development and protection thereof;

(d) accept grants of easements necessary for the development of such Project; and

(e) cooperate with the Local Authority by such other lawful action or ways as the City and the Local Authority may find necessary in connection with the development and administration of such Projects.

6. In respect to any Project the City further agrees that within a reasonable time after receipt of a written request therefor from the Local Authority:

(a) it will accept the dedication of all interior streets, roads, alleys, and adjacent sidewalks within the area of such Project after the Local Authority, at its own expense, has completed the grading, improvement, and paving thereof in accordance with specifications acceptable to the City; and

(b) it will accept necessary dedications of land for, and will grade, improve, pave, and provide sidewalks for, all streets bounding such Project or necessary to provide adequate access thereto (in consideration whereof the Local Authority shall pay to the City such amount as would be assessed against the Project site for such work if it were privately owned), and

(c) it will provide, or cause to be provided, water mains, and storm and sanitary sewer mains, leading to such Project and serving the bounding streets thereof (in consideration

whereof the Local Authority shall pay to the City such amount as would be assessed against the Project site if it were privately owned).

7. If the City shall, within a reasonable time after written notice from the Authority, fail or refuse to furnish or cause to be furnished any of the services or facilities which it is obligated hereunder to furnish or cause to be furnished to the Local Authority or to any Project, then the Local Authority may proceed to obtain such services or facilities elsewhere, and deduct the cost therefor from any payments in Lieu of Taxes due or to become due to the City in respect to any Project or any other low-rent housing projects assisted or owned by the PHA.

8. No Cooperation Agreement heretofore entered into between the City and the Local Authority shall be construed to apply to any Project covered by this Agreement.

9. So long as any contract between the Local Authority and the PHA for loans (including preliminary loans) or annual contributions, or both, with respect to any Project shall remain in force and effect, or so long as any bonds issued in connection with such Project shall remain outstanding, this agreement shall not be abregated, changed, or modified without the consent of the PHA. The privileges and obligations of the City hereunder shall remain in full force and effect with respect to each Project so long as the beneficial title to such Project is held by the Local Authority or some other public body or govermental agency, including the PHA, authorized by law to engage in the development or administration of low-rent housing projects. If at any time the beneficial title to, or possession of, any Project is held by such other public body or governmental agency, including the PHA, the provisions hereof shall inure to the benefit of any may be enforced by, such other public body or governmental agency, including the PHA.

IN WITNESS WHEREOF the City and the Local Authority have respectively caused this Agreement to be duly executed as of the day and year first above written.

(SEAL)

CITY OF GRIFFIN, GEORGIA

ATTEST:

Clerk

By_____
Chairman of City Commission

HOUSING AUTHORITY OF THE CITY OF GRIFFIN, GEORGIA

(SEAL)

By_____
Chairman

ATTEST:

Secretary

Section 2. That the Chairman of the Commission and the Clerk be authorized and directed to execute the Cooperation Agreement in behalf of the City of Griffin, Georgia, and the Clerk be authorized and directed to attach the seal of the City of Griffin thereon.

Mr. W.E.H. Searcy III moved that the foregoing resolution be adopted as introduced as read, which motion was seconded by Mr. Ernest D. Willis, and upon roll call, the "Ayes" and "Nays" were as follows:

Ayes	Nays
E. F. Carlisle Jr.	
Ernest D. Willis	
W.E.H.TSearcy III	

The Chairman thereupon declared said motion carried and said resolution adopted.

COOPERATION AGREEMENT

This Agreement entered into this 15 day of November 1950, by and between Housing Authority of the City of Griffin, Georgia (herein called the "Local Authority") and Spalding County, Georgia (herein called the "County"), witnesseth:

In consideration of the mutual covenants hereinafter set forth, the parties hereto do agree as follows:

1. Whenever used in this Agreement:

(a) The term "Project" shall mean any low-rent housing hereafter developed as an entity by the Local Authority with financial assistance of the Public Housing Administration (herein called the "PHA") and included within Program Reservation No. GA-61-A issued to the Local Authority by the PHA; excluding, however, any low-rent housing project covered by any contract entered into prior to March 1, 1949 for loans and annual contributions between the Local Authority and the PHA or its predecessor agencies; provided, however, that this Cooperation Agreement shall apply only as to those units of low-rent housing located within the County outside of the corporate limits of the City of Griffin, Georgia, and only so long as such low-rent housing units continue to be located outside of the corporate limits of said City.

(b) The Term "Taxing Body" shall mean the State or any political subdivision or taxing unit thereof in which a Project is situated and which would have authority to assess or levy real or personal property taxes or to certify such taxes to a taxing body or public officer to be levied for its use and benefit with respect to a Project if it were not exempt from taxation.

(c) The term "Shelter Rent" shall mean the total of all charges to all tenants of a Project for dwelling rents and non-dwelling rents (excluding all other income of such Project), less the cost to the Local Authority of all dwelling and non-dwelling utilities.

(d) The term "Slum" shall mean any area where dwellings predominate which, by reason of dilapidation, overcrowding, faulty arrangement or design, lack of ventilation, light or sanitation facilities, or any combination of these factors, are detrimental to safety, health or morals.

2. The Local Authority shall endeavor to secure a contract or contracts with the PHA for loans and annual contributions, and shall endeavor to develop and administer one or more Projects. The obligations of the parties hereto shall apply only to Projects aggregating not more than 120 units of low-rent housing.

3. (a) Under the constitution and statutes of the State of Georgia, all Projects are exempt from all real and personal property taxes and special assessments levied or imposed by any Taxing Body. With respect to any Project, so long as either (i) such Project is owned by a public body or governmental agency and is used for low-rent housing purposes, or (ii) any contract between the Local Authority and the PHA for loans or annual contributions, or both, in connection with such Project remains in force and effect, or (iii) any bonds issued in connection with such Project or any monies due to the PHA in connection with such Project remain unpaid, whichever period is the longest, the County agrees that it will not levy or impose any real or personal property taxes or special assessments upon such Project or upon the Local Authority with respect thereto. During such period, the Local Authority shall make annual payments (herein called "Payments in Lieu of Taxes") in lieu of such taxes and special assessments and in payment for the public services and facilities furnished from time to time without other cost or charge for or with respect to such Project.

(b) Each such annual Payment in Lieu of Taxes shall be made after the end of the fiscal year established for such Project, and shall be in an amount equal to either (i) ten percent (10%) of the aggregate Shelter Rent charged by the Local Authority in respect to such Project during such fiscal year or (ii) the amount permitted to be paid by applicable state law in effect on the date such payment is made, whichever amount is the lower.

(c) The County shall distribute the Payments in Lieu of Taxes among the Taxing Bodies in the proportion which the real property taxes which would have been paid to each Taxing Body for such year if the Project were not exempt from

taxation bears to the total real property taxes which would have been paid to all of the Taxing Bodies for such year if the Project were not exempt from taxation; Provided, however, That no payment for any year shall be made to any Taxing Body in excess of the amount of the real property taxes which would have been paid to such Taxing Body for such year if the Project were not exempt from taxation.

(d) Upon failure of the Local Authority to make any Payment in Lieu of Taxes, no lien against any Project or assets of the Local Authority shall attach, nor shall any interest or penalties accrue or attach on account thereof.

4. The County agrees that, subsequent to the date of initiation (as defined in the United States Housing Act of 1937, as amended) of each Project and within five years after the completion thereof, or such further period as may be approved by the PHA, there has been or will be elimination (as approved by the PHA) by demolition, condemnation, effective closing, or compulsory repair or improvement, of unsafe or insanitary dwelling units situated in the locality or metropolitan area in which such Project is located, substantially equal in number to the number of newly constructed dwelling units provided by such Project; Provided, That, where more than one family is living in an unsafe or insanitary dwelling unit, the elimination of such unit shall count as the elimination of units equal to the number of families accommodated therein; and Provided, further, That this paragraph 4 shall not apply in the case of (i) any Project developed on the site of a Slum cleared subsequent to July 15, 1949, and that the dwelling units eliminated by the clearance of the site of such Project shall not be counted as elimination for any other Project or any other low-rent housing project, or (ii) any Project located in a rural non-farm area.

5. During the period commencing with the date of the acquisition of any part of the site or sites of any Project and continuing so long as either (i) such Project is owned by a public body or governmental agency and is used for low-rent housing purposes, or (ii) any contract between the Local Authority and the PHA for loans or annual contributions, or both, in connection with such Project remains in force and effect, or (iii) any bonds issued in connection with such Project or any monies due to the PHA in connection with such Project remain unpaid, whichever period is the longest, the County without cost or charge to the Local Authority or the tenants of such Project (other than the Payments in Lieu of Taxes) shall:

(a) Furnish or cause to be furnished to the Local Authority and the tenants of such Project public services and facilities of the same character and to the same extent as are furnished from time to time without cost or charge to other dwellings and inhabitants in the County;

(b) Vacate such streets, roads, and alleys within the area of such Project as may be necessary in the development thereof, and convey without charge to the Local Authority such interest as the County may have in such vacated areas; and, insofar as it is lawfully able to do so without cost or expense to the Local Authority or to the County, cause to be removed from such vacated areas, insofar as it may be necessary, all public or private utility lines and equipment;

(c) Insofar as the County may lawfully do so, (i) grant such deviations from the building code of the County as are reasonable and necessary to promote economy and efficiency in the development and administration of such Project, and at the same time safeguard health and safety, and (ii) make such changes in any zoning of the site and surrounding territory of such Project as are reasonable and necessary for the development and protection of such Project and the surrounding territory;

(d) Accept grants of easements necessary for the development of such Project; and

(e) Cooperate with the Local Authority by such other lawful action or ways as the County and the Local Authority may find necessary in connection with the development and administration of such Project.

6. In respect to any Project the County further agrees that within a reasonable time after receipt of a written request therefor from the Local Authority;

(a) It will accept the dedication of all interior streets, roads, alleys, and adjacent sidewalks within the area of such Project, after the Local Authority, at its own expense, has completed the grading, improvement, paving and installation thereof in accordance with specifications acceptable to the County;

(b) It will accept necessary dedications of land for, and will

grade, improve, and pave, in the manner customary for the County so to do in like areas, all streets bounding such Project or necessary to provide adequate access thereto (in consideration whereof the Local Authority shall pay to the County such amount as would be assessed against the Project site for such work if such site were privately owned).

7. If by reason of the County's failure or refusal to furnish or cause to be furnished any public services or facilities which it has agreed hereunder to furnish or to cause to be furnished to the Local Authority or to the tenants of any Project, the Local Authority incurs any expense to obtain such services or facilities then the Local Authority may deduct the amount of such expense from any Payments in Lieu of Taxes due or to become due to the County in respect to any Project or any other low-rent housing projects owned or operated by the Local Authority.

8. No cooperation Agreement heretofore entered into between the County and the Local Authority shall be construed to apply to any Project covered by this Agreement.

9. So long as any contract between the Local Authority and the PHA for loans (including preliminary loans) or annual contributions, or both, in connection with any Project remains in force and effect, or so long as any bonds issued in connection with any Project or any monies due to the PHA in connection with any Project remain unpaid, this Agreement shall not be abrogated, changed, or modified without the consent of the PHA. The privileges and obligations of the County hereunder shall remain in full force and effect with respect to each Project so long as the beneficial title to such Project is held by the Local Authority or by any other public body or governmental agency, including the PHA, authorized by law to engage in the development or administration of low-rent housing projects. If at any time the beneficial title to, or possession of, any Project is held by such other public body or governmental agency, including the PHA, the provisions hereof shall inure to the benefit of and may be enforced by, such other public body or governmental agency, including the PHA.

IN WITNESS WHEREOF the County and the Local Authority have respectively signed this Agreement and caused their seals to be affixed and attested as of the day and year first above written.

SPALDING COUNTY, GEORGIA
(Corporate Name of County)

(SEAL)

By O. M. Smith
Chairman, County Commissioners

Attest:

Clerk

HOUSING AUTHORITY OF THE CITY OF GRIFFIN, GEORGIA
(Corporate Name of Local Authority)

(SEAL)

By L. F. Goldstein
Chairman

Attest:

J. C. Aurn, Jr.
Secretary

AMENDMENT TO COOPERATION AGREEMENT DATED MAY 1, 1950 BETWEEN THE HOUSING AUTHORITY OF THE CITY OF GRIFFIN, GEORGIA AND THE CITY OF GRIFFIN, GEORGIA

This Agreement, entered into this 15th day of November, 1950, by and between the Housing Authority of the City of Griffin, Georgia (herein called the "Local Authority") and the City of Griffin, Georgia, a municipal corporation (herein called the "City"), WITNESSETH:

WHEREAS, the Local Authority and the City executed a certain Cooperation Agreement, dated May 1, 1950, covering 200 units of low-rent housing to be developed by the Local Authority; and

WHEREAS, it now appears that a portion of the low-rent housing units aforementioned will be constructed outside of the corporate limits of the City, in Spalding County, Georgia (herein called the "County") and will be covered by a certain Cooperation Agreement between the Local Authority and the County so long as such low-rent housing units continue to be located outside of the corporate limits of the City; and

WHEREAS, it further appears that the said units of low-rent housing to be constructed outside of the corporate limits of the City, within the County, will eventually be located within the corporate limits of the City by way of annexation or otherwise; and

WHEREAS, it is necessary and desirable on the part of both the Local Authority and the City that the Cooperation Agreement between them, dated May 1, 1950, be amended so as to make it clear that the said Cooperation Agreement shall cover those units of low-rent housing under Program Reservation No. GA-61-A as will presently be located within the corporate limits of the City and such units as may hereafter be located within the corporate limits of the City by way of annexation or otherwise, from the date when such units presently located outside of the corporate limits of the City are included within the corporate limits of the City;

NOW THEREFORE, in consideration of the foregoing, and the mutual benefits flowing from one to the other, the Local Authority and the City do agree that Paragraph 1 (a) of the Cooperation Agreement heretofore executed between them on May 1, 1950 shall be and it hereby is amended to read as follows:

The term "Project" shall mean any low-rent housing hereafter developed as one operation by the Local Authority with financial assistance of the PHA, within the corporate limits of the City as such corporate limits are now and may hereafter be constituted, and included within Program Reservation No. GA-61-A issued to the Local Authority by the Public Housing Administration covering an aggregate of 200 units of low-rent housing; provided, however, that as to any of such units of low-rent housing not presently located within the corporate limits of the City this Cooperation Agreement shall apply only from the date such low-rent housing units are located within the corporate limits of the City, by way of annexation or otherwise. A Project will generally be located on a single site but may be on scattered sites.

IN WITNESS WHEREOF the City and the Local Authority have respectively caused this Agreement to be duly executed as of the day and year first above written.

CITY OF GRIFFIN, GEORGIA

By: E. J. Barnett Jr.
CHAIRMAN OF CITY COMMISSION

ATTEST:

Irie R. Newton
City Clerk

HOUSING AUTHORITY OF THE
CITY OF GRIFFIN, GEORGIA

By: K. F. Goldstein
CHAIRMAN

ATTEST:

J. C. Quinn, Jr.
Secretary

COOPERATION AGREEMENT

This Agreement entered into this 15 day of November, 1950, by and between Housing Authority of the City of Griffin, Georgia (herein called the "Local Authority") and Spalding County, Georgia (herein called the "County"), witnesseth:

In consideration of the mutual covenants hereinafter set forth, the parties hereto do agree as follows:

1. Whenever used in this Agreement:

(a) The term "Project" shall mean any low-rent housing hereafter developed as an entity by the Local Authority with financial assistance of the Public Housing Administration (herein called the "PHA") and included within Program Reservation No. GA-61-A issued to the Local Authority by the PHA; excluding, however, any low-rent housing project covered by any contract entered into prior to March 1, 1949 for loans and annual contributions between the Local Authority and the PHA or its predecessor agencies; provided, however, that this Cooperation Agreement shall apply only as to those units of low-rent housing located within the County outside of the corporate limits of the City of Griffin, Georgia, and only so long as such low-rent housing units continue to be located outside of the corporate limits of said City.

(b) The term "Taxing Body" shall mean the State or any political subdivision or taxing unit thereof in which a Project is situated and which would have authority to assess or levy real or personal property taxes or to certify such taxes to a taxing body or public officer to be levied for its use and benefit with respect to a Project if it were not exempt from taxation.

(c) The term "Shelter Rent" shall mean the total of all charges to all tenants of a Project for dwelling rents and non-dwelling rents (excluding all other income of such Project), less the cost to the Local Authority of all dwelling and non-dwelling utilities.

(d) The term "Slum" shall mean any area where dwellings predominate which, by reason of dilapidation, overcrowding, faulty arrangement or design, lack of ventilation, light or sanitation facilities, or any combination of these factors, are detrimental to safety, health or morals.

2. The Local Authority shall endeavor to secure a contract or contracts with the PHA for loans and annual contributions, and shall endeavor to develop and administer one or more Projects. The obligations of the parties hereto shall apply only to Projects aggregating not more than 120 units of low-rent housing.

3. (a) Under the constitution and statutes of the State of Georgia, all Projects are exempt from all real and personal property taxes and special assessments levied or imposed by any Taxing Body. With respect to any Project, so long as either (i) such Project is owned by a public body or governmental agency and is used for low-rent housing purposes, or (ii) any contract between the Local Authority and the PHA for loans or annual contributions, or both, in connection with such Project remains in force and effect, or (iii) any bonds issued in connection with such Project or any monies due to the PHA in connection with such Project remain unpaid, whichever period is the longest, the County agrees that it will not levy or impose any real or personal property taxes or special assessments upon such Project or upon the Local Authority with respect thereto. During such period, the Local Authority shall make annual payments (herein called "Payments in Lieu of Taxes") in lieu of such taxes and special assessments and in payment for the public services and facilities furnished from time to time without other cost or charge for or with respect to such Project.

(b) Each such annual Payment in Lieu of Taxes shall be made after the end of the fiscal year established for such Project, and shall be in an amount equal to either (i) ten percent (10%) of the aggregate Shelter Rent charged by the Local Authority in respect to such Project during such fiscal year or (ii) the amount permitted to be paid by applicable state law in effect on the date such payment is made, whichever amount is the lower.

(c) The County shall distribute the Payments in Lieu of Taxes among the Taxing Bodies in the proportion which the real property taxes which would have been paid to each Taxing Body for such year if the Project were not exempt from

taxation bears to the total real property taxes which would have been paid to all of the Taxing Bodies for such year if the Project were not exempt from taxation; Provided, however, That no payment for any year shall be made to any Taxing Body in excess of the amount of the real property taxes which would have been paid to such Taxing Body for such year if the Project were not exempt from taxation.

(d) Upon failure of the Local Authority to make any Payment in Lieu of Taxes, no lien against any Project or assets of the Local Authority shall attach, nor shall any interest or penalties accrue or attach on account thereof.

4. The County agrees that, subsequent to the date of initiation (as defined in the United States Housing Act of 1937, as amended) of each Project and within five years after the completion thereof, or such further period as may be approved by the PHA, there has been or will be elimination (as approved by the PHA) by demolition, condemnation, effective closing, or compulsory repair or improvement, of unsafe or insanitary dwelling units situated in the locality or metropolitan area in which such Project is located, substantially equal in number to the number of newly constructed dwelling units provided by such Project; Provided, That, where more than one family is living in an unsafe or insanitary dwelling unit, the elimination of such unit shall count as the elimination of units equal to the number of families accommodated therein; and Provided, further, That this paragraph 4 shall not apply in the case of (i) any Project developed on the site of a Slum cleared subsequent to July 15, 1949, and that the dwelling units eliminated by the clearance of the site of such Project shall not be counted as elimination for any other Project or any other low-rent housing project, or (ii) any Project located in a rural non-farm area.

5. During the period commencing with the date of the acquisition of any part of the site or sites of any Project and continuing so long as either (i) such Project is owned by a public body or governmental agency and is used for low-rent housing purposes, or (ii) any contract between the Local Authority and the PHA for loans or annual contributions, or both, in connection with such Project remains in force and effect, or (iii) any bonds issued in connection with such Project or any monies due to the PHA in connection with such Project remain unpaid, whichever period is the longest, the County without cost or charge to the Local Authority or the tenants of such Project (other than the Payments in Lieu of Taxes) shall:

(a) Furnish or cause to be furnished to the Local Authority and the tenants of such Project public services and facilities of the same character and to the same extent as are furnished from time to time without cost or charge to other dwellings and inhabitants in the County;

(b) Vacate such streets, roads, and alleys within the area of such Project as may be necessary in the development thereof, and convey without charge to the Local Authority such interest as the County may have in such vacated areas; and, insofar as it is lawfully able to do so without cost or expense to the Local Authority or to the County, cause to be removed from such vacated areas, insofar as it may be necessary, all public or private utility lines and equipment;

(c) Insofar as the County may lawfully do so, (i) grant such deviations from the building code of the County as are reasonable and necessary to promote economy and efficiency in the development and administration of such Project, and at the same time safeguard health and safety, and (ii) make such changes in any zoning of the site and surrounding territory of such Project as are reasonable and necessary for the development and protection of such Project and the surrounding territory;

(d) Accept grants of easements necessary for the development of such Project; and

(e) Cooperate with the Local Authority by such other lawful action or ways as the County and the Local Authority may find necessary in connection with the development and administration of such Project.

6. In respect to any Project the County further agrees that within a reasonable time after receipt of a written request therefor from the Local Authority;

(a) It will accept the dedication of all interior streets, roads, alleys, and adjacent sidewalks within the area of such Project, after the Local Authority, at its own expense, has completed the grading, improvement, paving and installation thereof in accordance with specifications acceptable to the County;

(b) It will accept necessary dedications of land for, and will

grade, improve, and pave, in the manner customary for the County so to do in like areas, all streets bounding such Project or necessary to provide adequate access thereto (in consideration thereof the Local Authority shall pay to the County such amount as would be assessed against the Project site for such work if such site were privately owned).

7. If by reason of the County's failure or refusal to furnish or cause to be furnished any public services or facilities which it has agreed hereunder to furnish or to cause to be furnished to the Local Authority or to the tenants of any Project, the Local Authority incurs any expense to obtain such services or facilities then the Local Authority may deduct the amount of such expense from any Payments in Lieu of Taxes due or to become due to the County in respect to any Project or any other low-rent housing projects owned or operated by the Local Authority.

8. No cooperation Agreement heretofore entered into between the County and the Local Authority shall be construed to apply to any Project covered by this Agreement.

9. So long as any contract between the Local Authority and the PHA for loans (including preliminary loans) or annual contributions, or both, in connection with any Project remains in force and effect, or so long as any bonds issued in connection with any Project or any monies due to the PHA in connection with any Project remain unpaid, this Agreement shall not be abrogated, changed, or modified without the consent of the PHA. The privileges and obligations of the County hereunder shall remain in full force and effect with respect to each Project so long as the beneficial title to such Project is held by the Local Authority or by any other public body or governmental agency, including the PHA, authorized by law to engage in the development or administration of low-rent housing projects. If at any time the beneficial title to, or possession of, any Project is held by such other public body or governmental agency, including the PHA, the provisions hereof shall inure to the benefit of and may be enforced by, such other public body or governmental agency, including the PHA.

IN WITNESS WHEREOF the County and the Local Authority have respectively signed this Agreement and caused their seals to be affixed and attested as of the day and year first above written.

(SEAL.)

SPALDING COUNTY, GEORGIA
(Corporate Name of County)

By /s/ O. M. Snider
Chairman, County Commissioners

Attest:

/s/ J. O. Futral
Clerk

(SEAL)

HOUSING AUTHORITY OF THE CITY OF GRIFFIN, GEORGIA
(Corporate Name of Local Authority)

By /s/ H. F. Goldstein
Chairman

Attest:

/s/ J. C. Owen, Jr.
Secretary

CERTIFICATE

I, J. C. Owen, Jr., Secretary of the Housing Authority of the City of Griffin, Georgia, do hereby certify that I have compared the foregoing copy of the Cooperation Agreement, dated November 15, 1950, between the Housing Authority of the City of Griffin, Georgia and Spalding County, Georgia, with an original thereof, now remaining in the records of my aforesaid office, and same is a true and correct transcript therefrom, and of the whole of such original Cooperation Agreement.

IN TESTIMONY WHEREOF, I have hereunto set my hand and the seal of the Housing Authority of the City of Griffin, Georgia, this the 15th day of November, 1950.

J. C. Owen, Jr.

J. C. Owen, Jr., as Secretary of the Housing Authority of the City of Griffin, Georgia

(SEAL)

AGENDA ITEM SUMMARY

ITEM SUMMARY:

Commissioners to appoint one member to the Griffin-Spalding County Land Bank Authority for an unexpired three-year term set to expire 12/31/28 to succeed Patty Beckham who resigned effective January 1, 2026.

SPECIAL CONSIDERATIONS OR CONCERNS:

The Authority has a five member Board, two of which are City appointees. The appointee shall be a resident of the County and may be an employee of the City of Griffin, Spalding County or the Griffin-Spalding County Schools.

STAFF RECOMMENDATION:

N/A

FINANCIAL IMPACT:

N/A

Submitted By:
Susan Bartholomew

Meeting Date:
13/01/2026

Reviewed By:
Jessica O'Connor

ATTACHMENTS:
Beckham resignation Land Bank.pdf
Nom Gilbert LB.pdf
Nom Kompelien LB.pdf

Susan Bartholomew

From: Christopher Blocker
Sent: Wednesday, December 31, 2025 2:08 PM
To: Susan Bartholomew
Subject: FW: Resignation from LBA

See note below

Christopher Blocker
Planning and Development | Land Bank Authority Manager

The City of Griffin shall be a model of excellence in local government; a safe, well-planned community with equal opportunity for all.

From: Patricia Beckham <patricia.beckham@att.net>
Sent: Wednesday, November 12, 2025 3:29 PM
To: Jessica O'Connor <joconnor@cityofgriffin.com>
Cc: Christopher Blocker <cblocker@cityofgriffin.com>; Newton Galloway <ngalloway@gallyn-law.com>
Subject: Resignation from LBA

Jessica, it has been a pleasure to serve on the Land Bank Authority for the past many years. The past few months it has become clear that my father needs a lot more of my time and I feel that I won't have the time and attention that is needed to help Land Bank thrive and that I don't have anything left to really contribute to Land Bank, so I respectfully submit my resignation effective January 1, 2026.

Thank you for the opportunity to have been part of this worthwhile organization.

Patty Beckham

NOMINATION FOR APPOINTMENT

Profile

Office of the City Manager, Jessica O'Connor
One Griffin Center | 100 S. Hill Street-P.O. Box T | Griffin, GA 30224
P 770.229.6408 F 678.692.6403 W cityofgriffin.com

Which Boards would you like to apply for?

Griffin-Spalding County Land Bank Authority: Submitted

Charles (First Name) | (Middle Initial) | Gilbert (Last Name)

539 Brook Cir (Home Address) | (Suite or Apt)

Griffin (City) | GA (State) | 30224 (Postal Code)

Mobile: (770) 309-9248 (Primary Phone) | (Alternate Phone)

charles@mcleroyinc.com (Email Address)

McLeRoy, Inc. (Employer) | CFO (Occupation)

Business Address:

200 Plaza Drive, Zebulon, GA 30295

Do you live within the city limits or in the county? *

☑ Within city limits

Experience

Education / Experience / Background:

Certificate in Business Analytics from Cornell University Bachelors of Business Administration in Economics - University of West Georgia Masters of Business Administration - University of West Georgia Currently the Chief Financial Officer for McLeRoy, Inc. and other ancillary companies. Please find description below: - McLeRoy, Inc. - A Commercial/Industrial General Contracting, Utility Contracting, Heavy Civil, and GDOT Certified company - McLeRoy Realty Associates, Inc. - A real estate brokerage company - McLeRoy Rentals, LLC - A commercial and residential real estate management and holding company - Pike Plaza, LLC - A 56,000 sqft commercial real estate development - Storage Station, LLC -A mini storage holding and management company

Other Committees, Boards, Authorities, etc. presently serving on:

Deacon at Community Church Griffin

Other pertinent information:

Previously served on the Land Bank Authority

By submitting this application, I affirm that the facts set forth in it are true and complete. I understand that if I am appointed, any false statements, omissions or other misrepresentations made by me on this application may result in my immediate dismissal. I understand that I will not be paid and that filling out an application does not guarantee my appointment.

Nominee / Nominator Signature: _____

Charles Gilbert

Upload a Resume

NOMINATION FOR APPOINTMENT

Profile

Office of the City Manager, Jessica O'Connor
One Griffin Center | 100 S. Hill Street-P.O. Box T | Griffin, GA 30224
P 770.229.6408 F 678.692.6403 W cityofgriffin.com

Which Boards would you like to apply for?

Griffin Housing Authority: Submitted

Ebony (First Name) | (Middle Initial) | Kompelien (Last Name)

195 Steele Road (Home Address) | (Suite or Apt)

Griffin (City) | GA (State) | 30223 (Postal Code)

Home: (678) 603-0200 (Primary Phone) | (Alternate Phone)

kompfam1@gmail.com (Email Address)

Full Time Student (Employer) | Student (Occupation)

Business Address:

195 Steele Road Griffin, GA 30223

Do you live within the city limits or in the county? *

- [x] In the county

Experience

Education / Experience / Background:

Currently completing a Bachelor of Science in Political Science at Liberty University (finishing December 2025), I've built a strong foundation in public administration, policy analysis, and government processes. My academic work aligns closely with my hands-on experience in county operations, allowing me to connect classroom concepts to real administrative challenges. Through this combination of coursework and practical service, I've developed a grounded understanding of how local government functions and how effective policy supports community needs. If selected for a board or committee, I'd bring both academic insight and practical perspective to the role.

Other Committees, Boards, Authorities, etc. presently serving on:

Other pertinent information:

American Business Women Association (ABWA) - Co-Chair Membership Fayetteville Democratic Women FDW - Assistant Sectary Pre-Law Society - Member The National Society of Leadership and Success - Member

By submitting this application, I affirm that the facts set forth in it are true and complete. I understand that if I am appointed, any false statements, omissions or other misrepresentations made by me on this application may result in my immediate dismissal. I understand that I will not be paid and that filling out an application does not guarantee my appointment.

Nominee / Nominator Signature: _____

Ebony Kompelien

Ebony_Kompelien_December_2025.pdf

Upload a Resume

AGENDA ITEM SUMMARY

ITEM SUMMARY:

Commissioners to appoint two members to the Griffin Main Street Advisory Board: one Business/Property owner (downtown area) for a three-year term to succeed Kizzy Watts whose term expired 12/31/25 and one At-Large member for a three-year term to succeed Todd Gulledge whose term expired 12/31/25.

SPECIAL CONSIDERATIONS OR CONCERNS:

The Griffin Main Street Program Advisory Board meets the fourth Wednesday of each month at 8:15 a.m. at One Griffin Center. There are twelve regular members whose terms are three years. The City Manager, Main Street Program Manager and Director of Planning and Development for the City are ex-officio members by position. The Program's purpose is to organize, administer and promote the City's Main Street program through preservation of its historic resources and the continued stability of its businesses. All Advisory Board Members shall actively participate on at least one Main Street Program Committee and shall not have more than three absences in one year.

STAFF RECOMMENDATION:

N/A

FINANCIAL IMPACT:

N/A

Submitted By:
Susan Bartholomew

Meeting Date:
13/01/2026

Reviewed By:
Jessica O'Connor

ATTACHMENTS:
Main Street By-Laws 2.11.25.pdf
Nom Gulledge Main Street.pdf
Nom Berry 1-2-26.pdf
Nom Watts Main Street.pdf

Griffin Main Street Program Board
By-Laws and Procedures



Prepared for the
City of Griffin Board of Commissioners
City of Griffin Main Street Program Board

Adopted: October 23, 2007
Amended: February 9, 2010
Amended: February 12, 2013
Amended: August 9, 2022
Amended: November 28, 2023
Amended: February 11, 2025

Mission and Vision Statement:

The City of Griffin's Main Street Program is dedicated to creating a thriving, vibrant, exciting destination where people and businesses want to be by promoting, organizing, inspiring commerce, and creating community in Downtown Griffin for those who live, work, visit or otherwise come in contact with our City.

Section 1: Purpose

To organize, administer and promote the City of Griffin's Main Street Program through the preservation of its historic resources and the continued stability of its businesses via:

- **Organization** - by encouraging cooperation and building leadership through its local businesses;
- **Promotion** - by creating a positive image for downtown by promoting downtown as an exciting place to live, work, play and shop;
- **Design** - by providing improvements to the appearance of downtown through education, restoration, and preservation; and
- **Economic Restructuring** - by working with existing and new businesses, using all four points of the Main Street Program and available state programs, to enhance their properties and expand their operations.

Section 2: Name

The name of this organization shall be Griffin Main Street Program Board (hereafter Main Street) and shall be organized under the Griffin Board of Commissioners as a Division of the Economic Development Department.

Section 3: Program Area

The Griffin Main Street Program boundaries shall be the geographic area indicated on the attached *Griffin Main Street Program Boundaries Map* (Exhibit 1).

Section 4: Board Membership

Policy 4.1: Membership shall be comprised of twelve (12) appointed members from each of the following organizations and governmental units:

- City of Griffin Elected Official
- Spalding County Elected Official
- Downtown Council Chair or Appointee
- Downtown Development Authority Chair or Appointee
- Historic Preservation Commission Appointee
- Griffin Spalding Chamber of Commerce President or Appointee
- Local Architectural Firm / Building Contractor
- Business/ Property Owners (3 Positions)
- Neighborhood-district resident (someone living within the Main Street District)
- At-Large Member (someone who lives outside of the city, but within Spalding County)

The City Manager, or his/her designee, Main Street Program Manager, and Director of Economic Development shall serve as ex-officio members of the Main Street Board.

Policy 4.2: Terms of Membership shall be as follows:

> **Policy 4.2(a):** The City of Griffin appointee shall be the Mayor of the City of Griffin Board of Commissioners or his/her designee.
>
> **Policy 4.2(b):** The Spalding County appointee shall be the Chairperson of the Spalding County Board of Commissioners or his/her designee.
>
> **Policy 4.2(c):** The City of Griffin Board of Commissioners shall appoint the local Architectural Firm/Building Contractor, Business/Property Owner and Neighborhood-district resident and the At-Large members for a three (3) year term.
>
> **Policy 4.2(d):** All other participating organizations shall appoint one of its members to serve on the Griffin Main Street Board.

Policy 4.3: Any member may resign from the Main Street Board upon giving written notification to the Board Chairman or staff. Such resignation shall specify the reason(s) thereof and the effective date thereof.

Policy 4.4: More than three (3) absences in one (1) year from regularly scheduled meetings will be deemed an implied resignation from the Main Street Board. Notification of absence shall be given to either the Griffin Main Street Program Manager or Board Chairperson.

Policy 4.5: ALL Main Street Board members are required to complete mandatory annual training as required by Georgia Main Street in accordance with annual assessment criteria to maintain accreditation. MS 101 certified training must be completed within six months of their appointment to the Main Street Board.

Section 5: Officers

Policy 5.1: Officers of the Main Street Board shall be elected annually by the membership and shall consist of a Chairperson, a Vice Chairperson and such other officers as may be deemed necessary, with the exception of the Secretary/Treasurer which shall be the Main Street Manager.

Policy 5.2: Officers shall be elected at the first calendar meeting of the Main Street Board.

Policy 5.3: Except as hereinafter provided, Main Street Board officers shall each have such powers and duties as generally pertain to their office, as well as those that from time to time may be conferred by the Board.

> **Policy 5.3(a) Chairperson.** The Chairperson shall preside at all business meetings, but may at his or her discretion or at the suggestion of the Board arrange for another officer to preside at other meetings. The Chairperson shall perform such duties as are usually incumbent upon that officer and such duties as may be directed by a vote of the Officers of the Board. The Chairperson shall be one of the officers who may sign official documents for the Program.

Policy 5.3(b) Vice Chairperson. The Vice Chairperson shall perform the duties of the Chairperson in the event of his/her absence, serve as an assistant to the Chairperson, co-ordinate the activities of the committees and keep the Chairperson informed. The Vice Chairperson shall be one of the officers who may sign official documents for the Program.

Policy 5.3(c) Secretary/Treasurer: The office of Secretary/Treasurer shall be an held by the Main Street Manager who shall ensure that (I) minutes of all Program Board meetings are accurately recorded (2) all Program minutes, records and correspondence are maintained in good order (3) accurate financial records are provided by the City of Griffin Finance Department (4) copies of the minutes for the previous Board meeting are attached to the agenda of the next regular Board meeting, and (3) regular meetings of the Main Street Board are scheduled. The Secretary/Treasurer shall be one of the officers who may sign official documents for the Program.

Section 6: Meeting

Policy 6.1: The Board shall hold its regular meetings on the Fourth (4^{th}) Wednesday of each month at 8:15 a.m. at a meeting location designated by the City of Griffin; if such date is a City holiday, notice of the cancellation or postponement shall be posted at the meeting location, with notice given by email to local news media and those persons requesting notice.

Policy 6.2: Called meetings may be noticed by the Griffin Main Street Program Manager, at the direction of the Chairman, by email to local news media and those persons requesting notice. Notice of the called meeting must be posted at the meeting location at least 24 hours prior to the scheduled date, time and location.

Policy 6.3: All Main Street Board meetings shall be considered public meetings, held and conducted in accordance with the Georgia Open Meetings Law; regular meetings scheduled for the year shall be advertised at the beginning of each calendar year by posting a notice at the meeting location designated by the City of Griffin.

Policy 6.4: All Main Street Board meetings shall follow meeting procedures typically used by the City of Griffin's Board of Commissioners and other government entities.

Policy 6.5: A quorum shall consist of five (5) voting members of the Main Street Board that are in attendance at a regularly scheduled Main Street Board meeting or a called meeting of the Main Street Board.

Section 7: Finances

Policy 7.1: The Griffin Main Street Program and Board shall comply with the City of Griffin and Spalding County purchasing and financial recording policies.

Section 8: Main Street Committees

Policy 8.1: Main Street Program shall establish the following Griffin Main Street Program Committees:

- **Design Committee** - The Design Committee plays a key role in shaping the physical

image of Main Street as a place that is attractive to and safe for shoppers, investors, business owners, and visitors. To succeed, the Committee shall endeavor to persuade business and property owners, as well as civic leaders, to adopt approaches for physical improvements to Griffin's buildings, businesses and public areas."

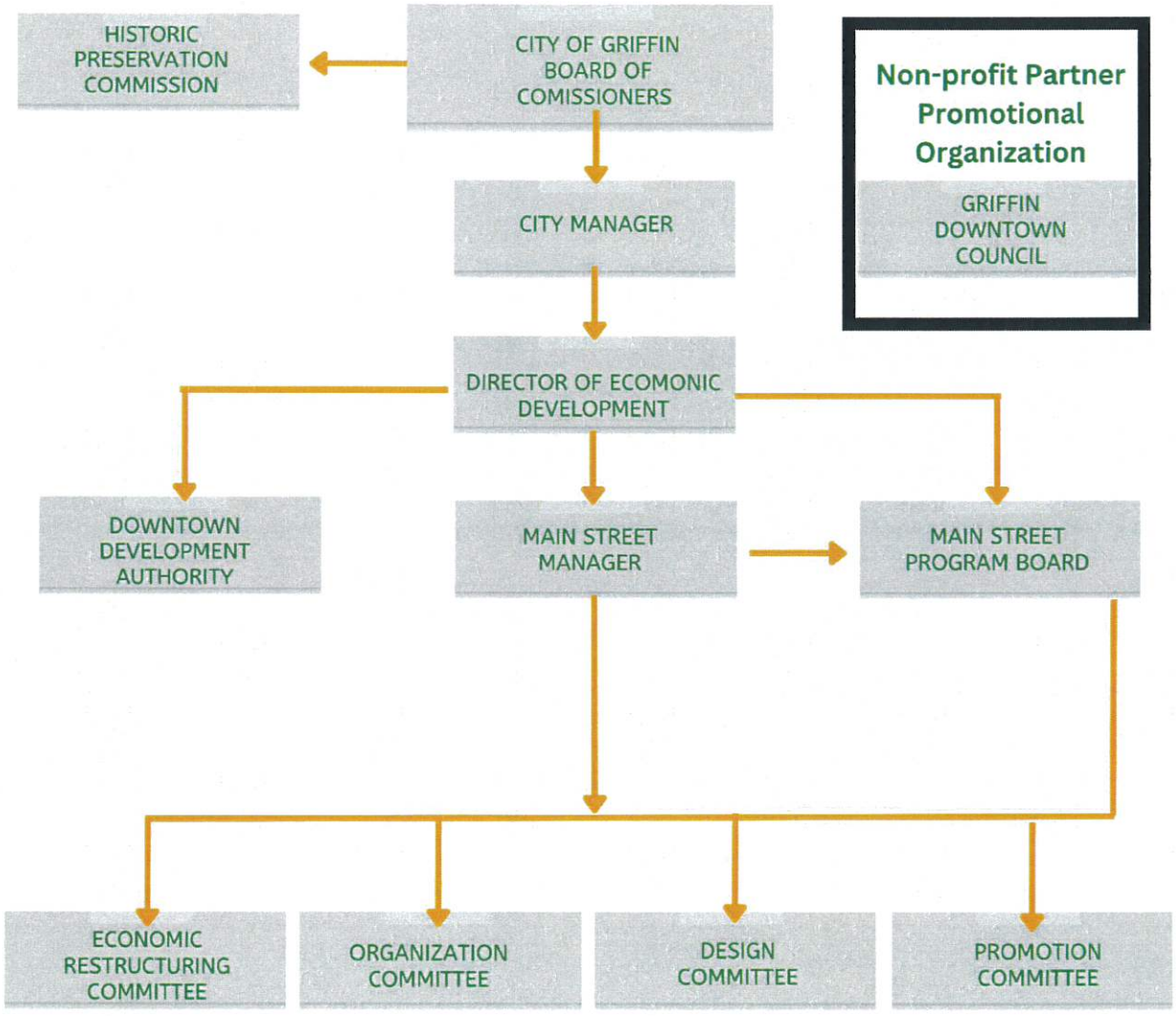
- **Economic Restructuring Committee** - The Economic Restructuring Committee is tasked with analyzing current market forces to develop long-term solutions. Finding ways to recruit new businesses, creatively convert unused space for new uses and sharpen the competitiveness of Main Street's traditional merchants are high priorities of this committee.
- **Organization Committee** - The Organization Committee is also known as the "Executive Committee." This Committee's members include the Chair, Vice Chair, Secretary, and Treasurer of the Griffin Main Street Board. It is the responsibility of this group to establish Board policy and communicate with program staff to ensure that the Griffin Main Street Program is serving its mission.
- **Promotion Committee** - The Promotion Committee is tasked with cultivating the downtown's image as the center of commerce, culture and community life for Griffin's residents, as well as visitors. This is done by hosting special activities and events, working with business and property owners to create incentives for residents to shop and do business downtown, and creating an aggressive marketing strategy that reaches and goes beyond the local community.

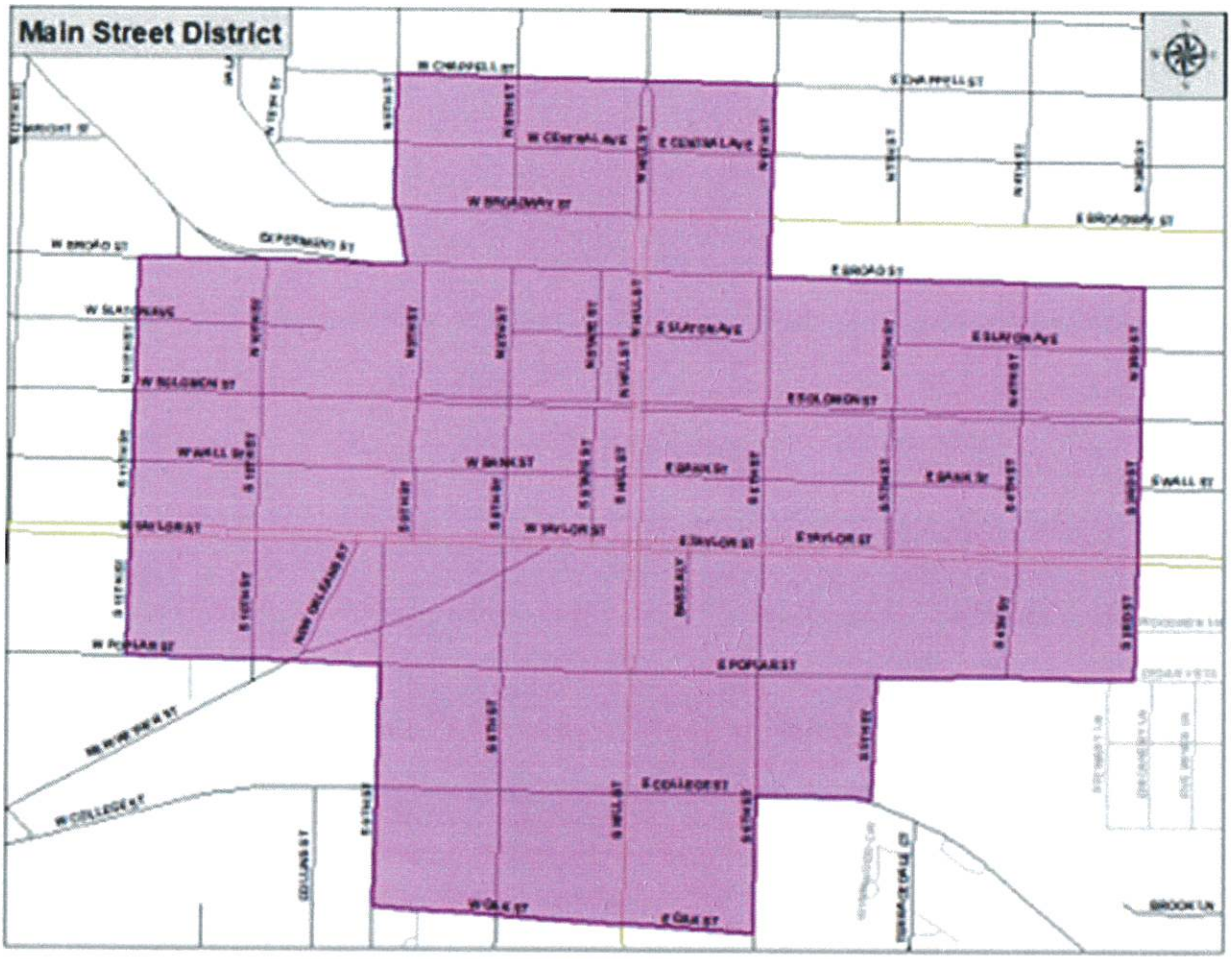
Policy 8.2- All Board Members shall actively participate on at least one Griffin Main Street Program Committee.

Section 9: Amendments

Policy 9.1: The Main Street Board shall make recommendations to the City of Griffin Board of Commissioners to alter, amend or repeal provisions of these By-Laws and Procedures.

GRIFFIN MAIN STREET PROGRAM ORGANIZATIONAL CHART




Main Street District
W CHAPPELL ST
E CHAPPELL ST
W CENTRAL AVE
E CENTRAL AVE
W BROADWAY ST
E BROADWAY ST
W BROAD ST
E BROAD ST
W SLATON AVE
E SLATON AVE
W SOLOMON ST
E SOLOMON ST
W WALL ST
W BANK ST
E BANK ST
E WALL ST
W TAYLOR ST
E TAYLOR ST
W POPLAR ST
E POPLAR ST
W COLLEGE ST
E COLLEGE ST
W OAK ST
E OAK ST
BROOK LN

NOMINATION FOR APPOINTMENT

Profile

Office of the City Manager, Jessica O'Connor
One Griffin Center | 100 S. Hill Street-P.O. Box T | Griffin, GA 30224
P 770.229.6408 F 678.692.6403 W cityofgriffin.com

Which Boards would you like to apply for?

Griffin Main Street Program Board: Submitted

Todd (First Name) | R (Middle Initial) | Gulledge (Last Name)

104 Tanner Drive (Home Address) | (Suite or Apt)

Griffin (City) | GA (State) | 30224 (Postal Code)

Mobile: (404) 597-9139 (Primary Phone) | (Alternate Phone)

thecottonmillmercantile@gmail.com (Email Address)

The Garden and The Cotton Mill (Employer) | Owner (Occupation)

Business Address:

312/314 E Solomon Street Griffin Georgia

Do you live within the city limits or in the county? *

- [x] In the county

Experience

Education / Experience / Background:

High School

Other Committees, Boards, Authorities, etc. presently serving on:

Downtown Council Main Street Board

Other pertinent information:

By submitting this application, I affirm that the facts set forth in it are true and complete. I understand that if I am appointed, any false statements, omissions or other misrepresentations made by me on this application may result in my immediate dismissal. I understand that I will not be paid and that filling out an application does not guarantee my appointment.

Nominee / Nominator Signature: _____

Todd Gulledge

Upload a Resume

NOMINATION FOR APPOINTMENT

Profile

Office of the City Manager, Jessica O'Connor
One Griffin Center | 100 S. Hill Street-P.O. Box T | Griffin, GA 30224
P 770.229.6408 F 678.692.6403 W cityofgriffin.com

Which Boards would you like to apply for?

Griffin Main Street Program Board: Submitted

gloria (First Name) | d (Middle Initial) | berry (Last Name)

504 Kaitlin Cir (Home Address) | (Suite or Apt)

Griffin (City) | GA (State) | 30223 (Postal Code)

Home: (770) 714-0347 (Primary Phone) | Home: (678) 544-2313 (Alternate Phone)

gloria.berry@grahamlawga.com (Email Address)

The Graham Firm (Employer) | Director Chief Paralegal (Occupation)

Business Address:

134 South Hill Street Griffin, Ga 30223

Do you live within the city limits or in the county? *

☑ In the county

Experience

Education / Experience / Background:

Southern Crescent Technical College

Other Committees, Boards, Authorities, etc. presently serving on:

N/A

Other pertinent information:

None

By submitting this application, I affirm that the facts set forth in it are true and complete. I understand that if I am appointed, any false statements, omissions or other misrepresentations made by me on this application may result in my immediate dismissal. I understand that I will not be paid and that filling out an application does not guarantee my appointment.

Nominee / Nominator Signature: _____

Gloria D. Berry

Upload a Resume

NOMINATION FOR APPOINTMENT

Profile

Office of the City Manager, Jessica O'Connor
One Griffin Center | 100 S. Hill Street-P.O. Box T | Griffin, GA 30224
P 770.229.6408 F 678.692.6403 W cityofgriffin.com

Which Boards would you like to apply for?

Griffin Main Street Program Board: Submitted

Kizzy (First Name) | M (Middle Initial) | Watts (Last Name)

128 Huntington Ter (Home Address) | (Suite or Apt)

Griffin (City) | GA (State) | 30224 (Postal Code)

Mobile: (770) 757-6072 (Primary Phone) | Business: (470) 204-8480 (Alternate Phone)

info@kizzyskakes.com (Email Address)

Kizzy's Kakes (Employer) | Bakery Owner (Occupation)

Business Address:

215 South 6th St

Do you live within the city limits or in the county? *

☑ In the county

Experience

Education / Experience / Background:

Griffin High School Graduate, Store Manager, Machine Operator, Avon Representative, Bakery Owner, Former Jack and Jill Member, Rising Star Hospitality Team

Other Committees, Boards, Authorities, etc. presently serving on:

Member of UOA Griffin Inc, Rising Star Missionary Baptist Church Member,

Other pertinent information:

By submitting this application, I affirm that the facts set forth in it are true and complete. I understand that if I am appointed, any false statements, omissions or other misrepresentations made by me on this application may result in my immediate dismissal. I understand that I will not be paid and that filling out an application does not guarantee my appointment.

Nominee / Nominator Signature: _____

Kizzy Mathis Watts

Upload a Resume

AGENDA ITEM SUMMARY

ITEM SUMMARY:

Commissioners to appoint Mayor or Designee to Main Street Program for an annual term set to expire 12/31/26 to succeed the term of Mayor Hollberg whose term expired 12/31/25.

SPECIAL CONSIDERATIONS OR CONCERNS:

This program is to plan, develop and promote the full economic, historic and cultural potential of Downtown Griffin for the betterment of the community. Meetings are held on the 4th Wednesday of each month at 8:15 a.m. at One Griffin Center.

STAFF RECOMMENDATION:

N/A

FINANCIAL IMPACT:

N/A

Submitted By:
Susan Bartholomew

Meeting Date:
13/01/2026

Reviewed By:
Jessica O'Connor

ATTACHMENTS:
Main_Street_By-Laws_2.11.25.pdf

Griffin Main Street Program Board
By-Laws and Procedures



Prepared for the
City of Griffin Board of Commissioners
City of Griffin Main Street Program Board

Adopted: October 23, 2007
Amended: February 9, 2010
Amended: February 12, 2013
Amended: August 9, 2022
Amended: November 28, 2023
Amended: February 11, 2025

Mission and Vision Statement:

The City of Griffin's Main Street Program is dedicated to creating a thriving, vibrant, exciting destination where people and businesses want to be by promoting, organizing, inspiring commerce, and creating community in Downtown Griffin for those who live, work, visit or otherwise come in contact with our City.

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- **Organization** - by encouraging cooperation and building leadership through its local businesses;
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- **Design** - by providing improvements to the appearance of downtown through education, restoration, and preservation; and
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Section 2: Name

The name of this organization shall be Griffin Main Street Program Board (hereafter Main Street) and shall be organized under the Griffin Board of Commissioners as a Division of the Economic Development Department.

Section 3: Program Area

The Griffin Main Street Program boundaries shall be the geographic area indicated on the attached *Griffin Main Street Program Boundaries Map* (Exhibit 1).

Section 4: Board Membership

Policy 4.1: Membership shall be comprised of twelve (12) appointed members from each of the following organizations and governmental units:

- City of Griffin Elected Official
- Spalding County Elected Official
- Downtown Council Chair or Appointee
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- Historic Preservation Commission Appointee
- Griffin Spalding Chamber of Commerce President or Appointee
- Local Architectural Firm / Building Contractor
- Business/ Property Owners (3 Positions)
- Neighborhood-district resident (someone living within the Main Street District)
- At-Large Member (someone who lives outside of the city, but within Spalding County)

The City Manager, or his/her designee, Main Street Program Manager, and Director of Economic Development shall serve as ex-officio members of the Main Street Board.

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>
> **Policy 4.2(b):** The Spalding County appointee shall be the Chairperson of the Spalding County Board of Commissioners or his/her designee.
>
> **Policy 4.2(c):** The City of Griffin Board of Commissioners shall appoint the local Architectural Firm/Building Contractor, Business/Property Owner and Neighborhood-district resident and the At-Large members for a three (3) year term.
>
> **Policy 4.2(d):** All other participating organizations shall appoint one of its members to serve on the Griffin Main Street Board.

Policy 4.3: Any member may resign from the Main Street Board upon giving written notification to the Board Chairman or staff. Such resignation shall specify the reason(s) thereof and the effective date thereof.

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Section 5: Officers

Policy 5.1: Officers of the Main Street Board shall be elected annually by the membership and shall consist of a Chairperson, a Vice Chairperson and such other officers as may be deemed necessary, with the exception of the Secretary/Treasurer which shall be the Main Street Manager.

Policy 5.2: Officers shall be elected at the first calendar meeting of the Main Street Board.

Policy 5.3: Except as hereinafter provided, Main Street Board officers shall each have such powers and duties as generally pertain to their office, as well as those that from time to time may be conferred by the Board.

> **Policy 5.3(a) Chairperson.** The Chairperson shall preside at all business meetings, but may at his or her discretion or at the suggestion of the Board arrange for another officer to preside at other meetings. The Chairperson shall perform such duties as are usually incumbent upon that officer and such duties as may be directed by a vote of the Officers of the Board. The Chairperson shall be one of the officers who may sign official documents for the Program.

Policy 5.3(b) Vice Chairperson. The Vice Chairperson shall perform the duties of the Chairperson in the event of his/her absence, serve as an assistant to the Chairperson, co-ordinate the activities of the committees and keep the Chairperson informed. The Vice Chairperson shall be one of the officers who may sign official documents for the Program.

Policy 5.3(c) Secretary/Treasurer: The office of Secretary/Treasurer shall be an held by the Main Street Manager who shall ensure that (I) minutes of all Program Board meetings are accurately recorded (2) all Program minutes, records and correspondence are maintained in good order (3) accurate financial records are provided by the City of Griffin Finance Department (4) copies of the minutes for the previous Board meeting are attached to the agenda of the next regular Board meeting, and (3) regular meetings of the Main Street Board are scheduled. The Secretary/Treasurer shall be one of the officers who may sign official documents for the Program.

Section 6: Meeting

Policy 6.1: The Board shall hold its regular meetings on the Fourth (4^{th}) Wednesday of each month at 8:15 a.m. at a meeting location designated by the City of Griffin; if such date is a City holiday, notice of the cancellation or postponement shall be posted at the meeting location, with notice given by email to local news media and those persons requesting notice.

Policy 6.2: Called meetings may be noticed by the Griffin Main Street Program Manager, at the direction of the Chairman, by email to local news media and those persons requesting notice. Notice of the called meeting must be posted at the meeting location at least 24 hours prior to the scheduled date, time and location.

Policy 6.3: All Main Street Board meetings shall be considered public meetings, held and conducted in accordance with the Georgia Open Meetings Law; regular meetings scheduled for the year shall be advertised at the beginning of each calendar year by posting a notice at the meeting location designated by the City of Griffin.

Policy 6.4: All Main Street Board meetings shall follow meeting procedures typically used by the City of Griffin's Board of Commissioners and other government entities.

Policy 6.5: A quorum shall consist of five (5) voting members of the Main Street Board that are in attendance at a regularly scheduled Main Street Board meeting or a called meeting of the Main Street Board.

Section 7: Finances

Policy 7.1: The Griffin Main Street Program and Board shall comply with the City of Griffin and Spalding County purchasing and financial recording policies.

Section 8: Main Street Committees

Policy 8.1: Main Street Program shall establish the following Griffin Main Street Program Committees:

- **Design Committee** - The Design Committee plays a key role in shaping the physical

image of Main Street as a place that is attractive to and safe for shoppers, investors, business owners, and visitors. To succeed, the Committee shall endeavor to persuade business and property owners, as well as civic leaders, to adopt approaches for physical improvements to Griffin's buildings, businesses and public areas."

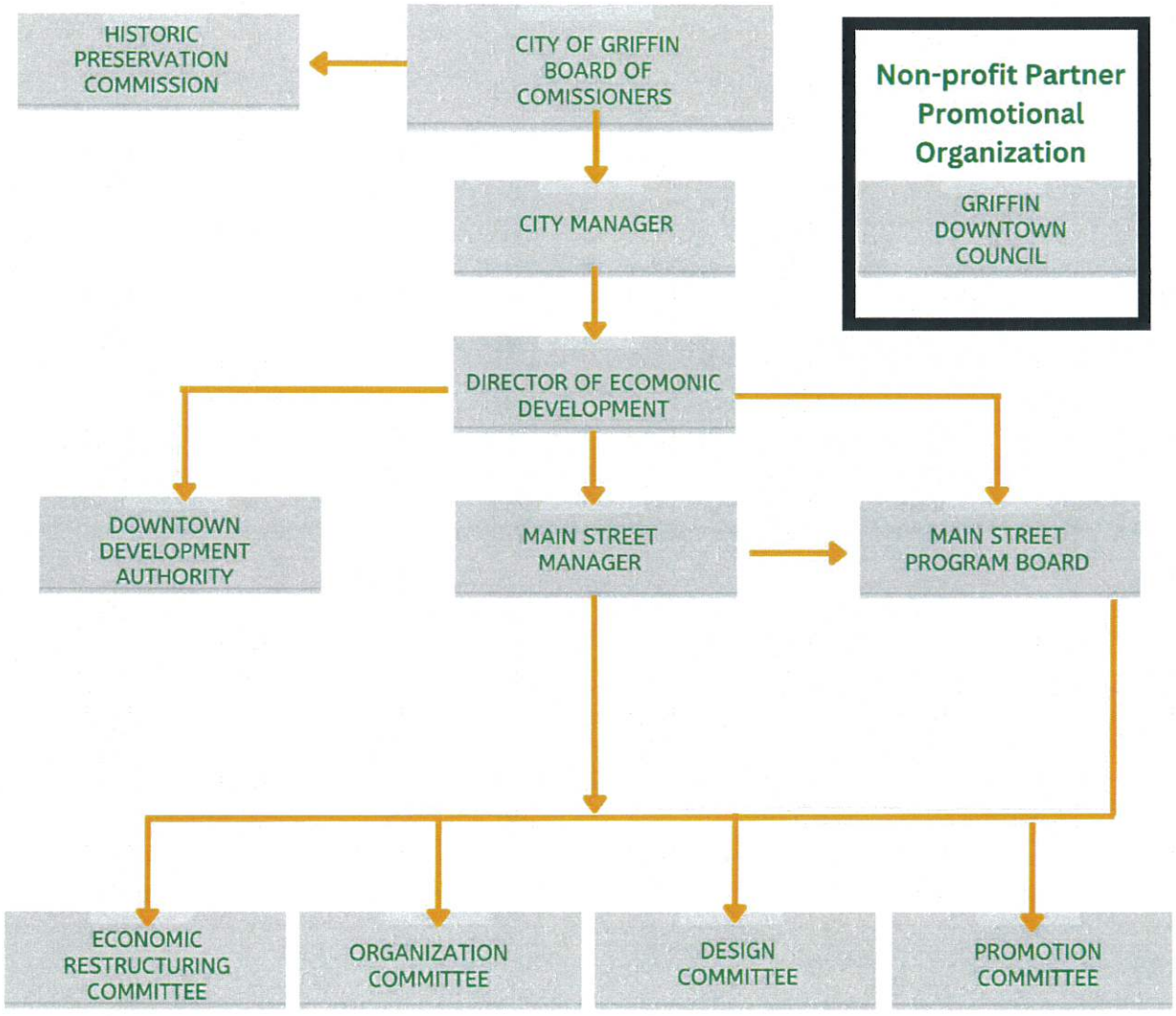
- **Economic Restructuring Committee** - The Economic Restructuring Committee is tasked with analyzing current market forces to develop long-term solutions. Finding ways to recruit new businesses, creatively convert unused space for new uses and sharpen the competitiveness of Main Street's traditional merchants are high priorities of this committee.
- **Organization Committee** - The Organization Committee is also known as the "Executive Committee." This Committee's members include the Chair, Vice Chair, Secretary, and Treasurer of the Griffin Main Street Board. It is the responsibility of this group to establish Board policy and communicate with program staff to ensure that the Griffin Main Street Program is serving its mission.
- **Promotion Committee** - The Promotion Committee is tasked with cultivating the downtown's image as the center of commerce, culture and community life for Griffin's residents, as well as visitors. This is done by hosting special activities and events, working with business and property owners to create incentives for residents to shop and do business downtown, and creating an aggressive marketing strategy that reaches and goes beyond the local community.

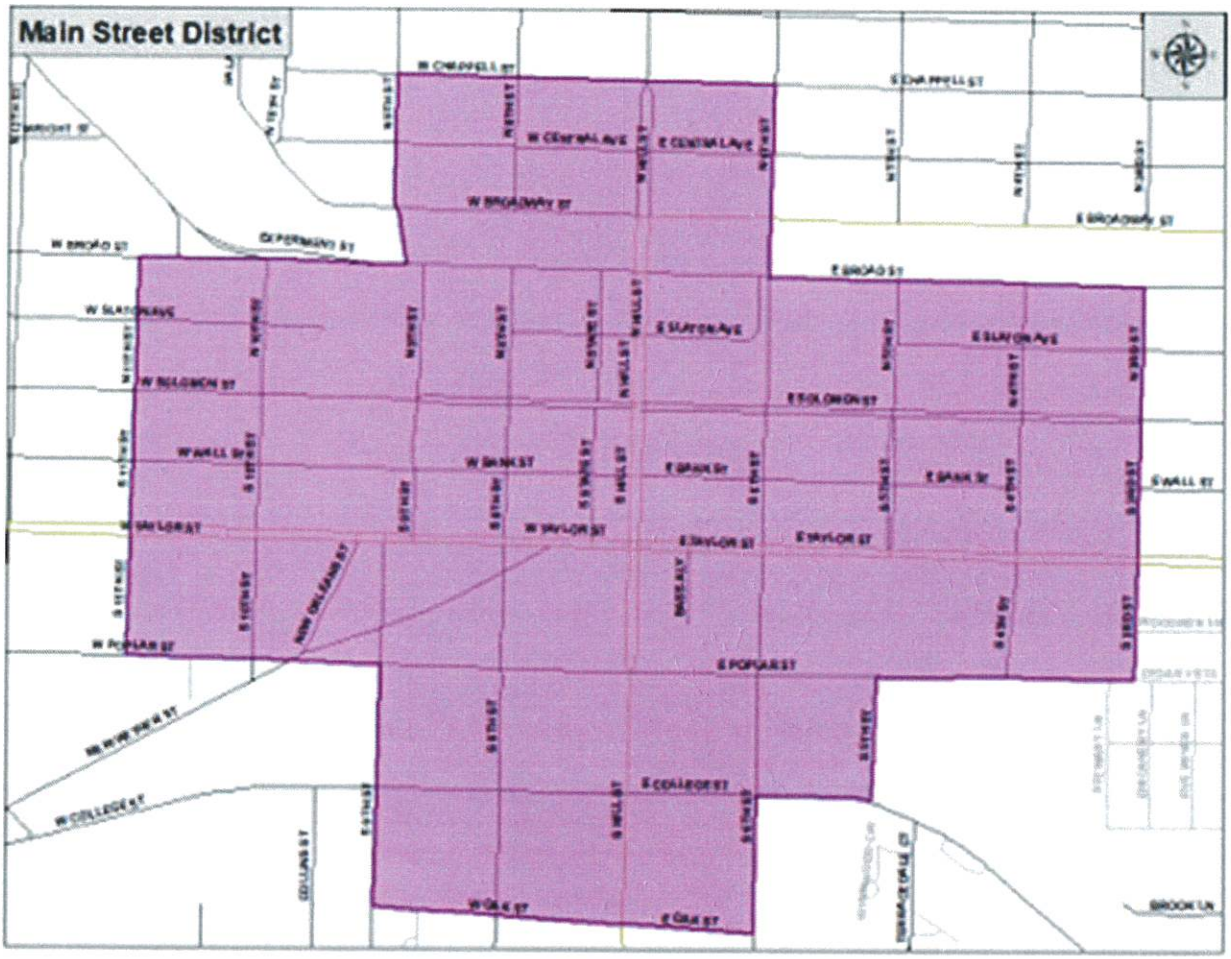
Policy 8.2- All Board Members shall actively participate on at least one Griffin Main Street Program Committee.

Section 9: Amendments

Policy 9.1: The Main Street Board shall make recommendations to the City of Griffin Board of Commissioners to alter, amend or repeal provisions of these By-Laws and Procedures.

GRIFFIN MAIN STREET PROGRAM ORGANIZATIONAL CHART




Main Street District
W CHAPPELL ST
E CHAPPELL ST
W CENTRAL AVE
E CENTRAL AVE
W BROADWAY ST
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AGENDA ITEM SUMMARY

ITEM SUMMARY:

Commissioners to appoint two members, Employee Participant and Retiree Participant, to the City's Pension Committee for one-year terms set to expire 12/31/26.

SPECIAL CONSIDERATIONS OR CONCERNS:

These appointments are for the terms of Employee Participant (Susan Bartholomew) and Retiree Participant (Teresa Watson) whose terms expired 12/31/25. Employee and Retiree Representatives are required by the Georgia Municipal Employees System (GMEBS) pension plan. There is no Commissioner liaison appointment to this committee. City Manager and City Attorney serve by authority of position. This committee meets the last Wednesday of the first month of each quarter at 8 a.m. at One Griffin Center as needed.

STAFF RECOMMENDATION:

Staff recommendation is to appoint Brian Brock as the Employee Participant and appoint Rick Fox as the Retiree Participant, both for annual terms expiring 12/31/26. Both participants are agreeable to serving.

FINANCIAL IMPACT:

N/A

Submitted By:
Krisolin Sanford

Meeting Date:
13/01/2026

Reviewed By:
Jessica O'Connor

ATTACHMENTS:
Pension.pdf

PENSION COMMITTEE

[Please designate members by position. If not, members of Pension Committee shall be determined in accordance with Article XIV of Master Plan]

Position: **Chairperson of the Board of Commissioners or Commissioner designee**
Position: **City Manager**
Position: **City Attorney**
Position: **One (1) active Employee Participant to be appointed annually by the Board of Commissioners**
Position: **One (1) retired Participant to be appointed annually by the Board of Commissioners**

Pension Committee Secretary: **Human Resources Director**
Address: **P.O. Box T, 231 Solomon St., Griffin, Georgia 30224-0046**
Phone: **(770) 229-6425**
Facsimile: **(770) 229-6630**
E-mail:

TYPE OF ADOPTION

This Adoption Agreement is for the following purpose (**check one**):

☐ This is a new defined benefit plan adopted by the Adopting Employer for its Employees. This plan does not replace or restate an existing defined benefit plan.

☒ This is an amendment and restatement of the current GMEBS defined benefit plan or other defined benefit plan of the Adopting Employer.

☐ This is an amendment of the Adoption Agreement previously adopted by the Employer **(please specify type below):**

- ☐ This is an amendment to change one or more of the Adopting Employer's benefit design elections in the Adoption Agreement.
- ☐ This is an amendment to add a new Department or a new class of Eligible Employees **(If this box is checked, special addendum must be requested from GMEBS to be completed as part of amendment)**.
- ☐ This is an amendment to discontinue participation in the Plan by one or more Departments or classes of Employees **(If this box is checked, special addendum must be requested from GMEBS to be completed as part of amendment)**.
- ☐ Other **(please specify)**: _____

AGENDA ITEM SUMMARY

ITEM SUMMARY:

Commissioners to appoint members to Planning and Zoning Board for two district representatives: one for a three-year term to District 1 to succeed Pamela Sutton whose term expired 12/31/25 to be appointed by District 1 Commissioner, Cynthia Reid-Ward, and one for a three-year term to District 2 to succeed Ann Dukes whose term expired 12/31/25 to be appointed by District 2 Commissioner, Rose Curtis.

SPECIAL CONSIDERATIONS OR CONCERNS:

These are district appointments to be made by Cynthia Ward (District 1) for the position currently held by Pamela Sutton and Rose Curtis (District 2) for the position currently held by Ann Dukes. There is no City Commission liaison appointee to this Board.

Per Section 303B of the Unified Development Code, an appointee to the Board may not be a City or County Commissioner, hold any office or be employed by the City or County. Members shall be of good character and be at least 18 years of age. Members must reside in the appropriate district of appointment, and at-large must reside within the City. This Board meets on the third Monday of each month at 6 p.m. at One Griffin Center, as needed.

STAFF RECOMMENDATION:

N/A

FINANCIAL IMPACT:

N/A

Submitted By:
Krisolin Sanford

Meeting Date:
13/01/2026

Reviewed By:
Jessica O'Connor

ATTACHMENTS:
P&Z Ord.pdf

The position of zoning administrator is designated by the city manager.

302 A. - Functions.

The functions of the zoning administrator shall be as follows:

1. Having the primary responsibility for administering and enforcing this ordinance;
2. Keeps up to date on current laws, recent court decisions and new techniques related to planning, zoning and development;
3. Serves as secretary to the planning and zoning board, coordinating review of amendments to this ordinance and special use applications;
4. Provides information to the city manager, board of commissioners and the public on zoning and related matters;
5. Makes recommendations to the planning and zoning board and to the board of commissioners on amendments to this ordinance, variances, special uses, annexations and development requests;
6. Maintains the official zoning map in a current manner, including all amendments to the map, at the planning and development department;
7. Maintains an official copy of the City of Griffin Zoning Ordinance at the planning and development department for public access;
8. Keeps up-to-date copies of the City of Griffin Zoning Ordinance available for sale to the public and a zoning map for review and access by the public;
9. Processes applications for rezonings, annexations, variances and special use permits;
10. Conveys written decisions on all requests or amendments to the zoning ordinance to the person or persons requesting such amendment within three days of decisions made by the board of commissioners.
11. Reviews applications for building permits for compliance with the City of Griffin Zoning Ordinance and denies such permits if they do not meet existing regulations;
12. Serves as liaison with developers and the City of Griffin Development Review Committee by accepting and processing applications for all commercial development and reviewing site plans for zoning compliance;
13. Inspects commercial projects to ensure zoning compliance;
14. Accepts and processes bonds for all commercial developments;
15. Maintains permanent records of amendments to the City of Griffin Zoning Ordinance and Zoning Map;
16. Other functions as prescribed by the city manager.

303. - PLANNING AND ZONING BOARD.

The Planning and Zoning Board of the City of Griffin is hereby established as follows:

303 A. - Members.

The planning and zoning board (PZB) shall be composed of seven members appointed by the board of board of commissioners. Each board of commissioners shall appoint one person who resides within their respective electoral district. The at-large commissioner shall appoint one

person who resides within the limits of the City of Griffin. Vacancies shall be filled by appointment of the respective board of commissioners for the unexpired term and district of the member affected. There shall be no compensation for members of the planning and zoning board, but they may receive reimbursement of reasonable and necessary expenses incurred in the performance of their duties with prior approval of such expenses by the city manager.

303 B. - Qualifications of members.

No member of the planning and zoning board shall serve as a board of commissioners, Spalding County Commissioner or hold any office or employment with the City of Griffin or Spalding County. Members shall be of good character and at least 18 years of age.

303 C. - Terms.

Each member of the planning and zoning board shall be appointed for a term of three years. Appointments shall be made in January of each calendar year with the members assuming office immediately.

303 D. - Officers.

At the first meeting of the planning and zoning board each calendar year, the members will elect a chairperson and vice-chairperson. The zoning administrator shall serve as the secretary. The chairperson will conduct meetings of the planning and zoning board. The vice-chairman shall serve in the absence of the chairperson. The chairperson and vice-chairperson shall vote on all matters brought before the planning and zoning board.

303 E. - Meetings.

The planning and zoning board shall hold regular meetings on the third Monday of each month beginning at 6:00 p.m. in the city courtroom. All meetings of the planning and zoning board shall be open to the public. The chairperson or any three members may call a special meeting.

303 F. - Quorum.

Three present and voting members of the planning and zoning board shall constitute a quorum. A failure of the planning and zoning board to have a quorum present and voting or a voting decision resulting in a tie shall constitute the staff recommendation being forwarded to the board of commissioners for review and consideration.

303 G. - Conflicts of interest.

If any member of the planning and zoning board shall find that his private or personal interests are involved in the matter coming before the board, he shall disqualify himself from all participation in that case. No member of the board shall appear before the planning and zoning board of the board of commissioners as agent or attorney.

303 H. - Functions.

1. Review the zoning ordinance to make recommends to the board of commissioners for amendments where appropriate. Recommend goals and objectives to the board of commissioners for the implementation and enforcement of the zoning ordinance.
2. Conduct meetings to review proposed amendments to this ordinance in order to make recommendations to the board of commissioners on rezoning applications, annexation applications and special use permits after receiving written comments on the application from the zoning administrator; provided, however, no action by the planning and zoning board shall constitute "final action" on zoning decisions.
3. Other functions as prescribed by the board of commissioners relative to zoning.

304. - BOARD OF COMMISSIONERS.

The functions of the board of commissioners, as relate to this ordinance, shall be as follows:

304 A. - Public hearings—Amendments.

Conduct an official public hearing for amendments to this ordinance in accordance with subsections of Section 404.

304 B. - Proposed amendments.

Approve or deny any proposed amendment to this ordinance, including any and all amendments to the official zoning map (the rezoning of land), based upon an evaluation under the standards found within Section 404 of this ordinance, and after first receiving written comments and recommendations from the zoning administrator and the planning and zoning board.

304 C. - Public hearings—Appeals.

Hold public hearings and make decisions on appeals of decisions made by the zoning administrator; applications for variances and applications for special uses.

304 D. - Publish decisions.

Officially publish any decision made relative to approval or denial of any amendment to this ordinance, appeals, variances and special use permits.

304 E. - Propose amendments.

Propose amendments to this ordinance, as deemed appropriate, and submit such proposed amendments to the zoning administrator and planning and zoning board for their written comments and recommendations.

304 F. - Appoint members.

Appoint the planning and zoning board in accordance with Section 303 B.

AGENDA ITEM SUMMARY

ITEM SUMMARY:

Commissioners to appoint City Law Enforcement member to Spalding County Collaborative Authority for Families and Children. The City Law Enforcement member will serve for a one-year term set to expire 12/31/26 .

SPECIAL CONSIDERATIONS OR CONCERNS:

The Spalding County Collaborative Authority for Families and Children was created under the authority of Act 677, adopted March 27, 1998 and amended May 1, 2002, by the Georgia General Assembly. This nonprofit corporation's purpose is to develop and facilitate collaboration with the community a vision of success for children and their families to include programs, goals and coordination of service and data, as well as advocacy for children.

STAFF RECOMMENDATION:

Staff recommends the appointment of Captain Kaylen Krueger-Hayes as the City Law Enforcement member.

FINANCIAL IMPACT:

N/A

Submitted By:
Susan Bartholomew

Meeting Date:
13/01/2026

Reviewed By:
Jessica O'Connor

ATTACHMENTS:
Spalding Collab Enacting Legislation.pdf
Spalding Collab By-Laws.pdf

Senate Bill 496

By: Senators Seabaugh of the 28th and Lee of the 29th

A BILL TO BE ENTITLED

AN ACT

To amend an Act creating the Spalding County Collaborative Authority for Families and Children, approved March 27, 1998 (Ga. L. 1998, p. 3945), so as to include senior citizens within the purview of the authority's undertaking; to provide for an additional member; to provide for related matters; to repeal conflicting laws; and for other purposes.

BE IT ENACTED BY THE GENERAL ASSEMBLY OF GEORGIA:

SECTION 1.

An Act creating the Spalding County Collaborative Authority for Families and Children, approved March 27, 1998 (Ga. L. 1998, p. 3945), is amended by striking Sections 1 through 5 and inserting in lieu thereof the following:

"SECTION 1.

There is created the Spalding County Collaborative Authority for Families and Children, referred to in this Act as the 'authority.' The authority shall undertake annual and ongoing studies of the needs, issues, and state of well-being of children, families, youth, and senior citizens in this county. The authority shall gather, publicize, and disseminate data on issues pertinent to families and children; identify outstanding issues and areas of concern and assist the community in establishing and implementing strategic and annual plans for addressing these issues collaboratively; design and propose comprehensive programmatic strategies for addressing conditions of families, children, and senior citizens; and secure and expand existing resources to improve results for families, children, and senior citizens. The authority shall adopt such rules or procedures as it finds necessary or desirable for the governance of its operations. The members of the authority shall serve without compensation.

SECTION 2.

(a) The Spalding County Collaborative Authority for Families and Children shall be composed of 21 members as follows:

(1) Two members to be appointed by the Spalding County legislative delegation, one of which members shall be a member of such delegation to serve a term of two years and one of which members shall be from the media to serve a term of one year;

(2) Three members to be appointed by the board of commissioners of Spalding County, which members shall be one commissioner and one law enforcement official, each to serve terms of one year; and one consumer of family services at large to serve a term of two years;

(3) Three members to be appointed by the board of commissioners of the City of Griffin, which members shall be one commissioner and one law enforcement official, each to serve terms of one year; and one consumer of family services at large to serve a term of two years;

(4) One member to be appointed by the Griffin/Spalding Chamber of Commerce representing business or civic interests who shall serve a one-year term;

(5) One member to be appointed by the Spalding County Board of Health, which member shall be from the medical field and serve a term of two years;

(6) Two members to be appointed by the board of the Spalding County Department of Family and Children Services, one of which members shall be a member of a religious organization to serve a term of two years and one of which members shall be from the social services field to serve a term of two years;

(7) The superintendent of the Griffin/Spalding County School System, the director of the Spalding County Department of Family and Children Services, the director of the Spalding County Health Department, the regional director of the Department of Juvenile Justice, the director of the Council on Aging, the director of the McIntosh Trail MH/MR/SA, the senior juvenile court judge, and the director of the Griffin Housing Authority; and

(8) An attorney to be appointed by the Spalding County Bar Association to serve for an initial term of two years.

(b) Following the expiration of the initial terms of office specified in subsection (a) of this section, all appointments shall be for terms of two years, except that any elected official appointed to the authority shall serve for such term on the council only while serving as such official. Otherwise, members shall serve for the terms of office specified in subsection (a) of this section and until their respective successors are appointed and

qualified. Ex officio members of the authority shall serve on the authority only while holding the office by virtue of which they have membership on the authority.

(c) All appointments to the authority shall be made within 30 days after the effective date of this Act. All persons appointed to serve on the Spalding County Collaborative Authority for Families and Children are required to be residents of Spalding County with the exception of persons filling the professional positions provided for in subsection (a) of this section who may or may not be official county residents.

SECTION 3.

The authority is authorized to receive, accept, and expend funds from public or private sources for implementing strategies to benefit the children, their families, and senior citizens of Spalding County. The authority is authorized to expend such funds to employ a coordinator, who shall not be a member of the authority, but for the execution of the authority´s duties. The salary and administrative sponsorship for such coordinator shall be set by the authority.

SECTION 4.

The authority shall make an annual report on July 1 of each year of its findings and recommendations to the Spalding County legislative delegation, the juvenile court judge of Spalding County, the boards of commissioners of the City of Griffin and the County of Spalding, the Griffin/Spalding Chamber of Commerce, the directors of the Spalding County Department of Family and Children Services, the Spalding County Board of Health, and to any individual or group providing funds to the authority.

SECTION 5.

Each member of the commission shall be given the following oath to be administered by the senior judge of the Superior Court of Spalding County:

'Recognizing the fact that there are many social, economic, and educational issues which prevent our children, their families, and senior citizens from achieving their potential and desiring to play a part in improving the outcomes for families and children, I, _____, do solemnly swear that as a member of the Spalding County Collaborative Authority for Families and Children I will fulfill the duties and responsibilities of my appointment to the best of my ability.'"

SECTION 2.

All laws and parts of laws in conflict with this Act are repealed.

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— SPALDING COUNTY —
COLLABORATIVE AUTHORITY
FOR FAMILIES AND CHILDREN
family connection™

BYLAWS

Amended & Approved January 23, 2025

Article I
Creation

The Spalding County Collaborative Authority for Families and Children was created under the authority of Act 677, adopted March 27, 1998, and amended with Senate Bill 496 on May 1, 2002, by the General Assembly of the State of Georgia. This law and amendment are made addenda to these Bylaws. This nonprofit corporation shall hereby be referred to as the Authority.

Article II
Purpose and Incorporation of the Authority

A. **Purposes:** The purposes of this Authority authorized by Act 677 creating the Authority are:

1. Perform annual and ongoing studies of the needs, issues, and state of well-being of children, families, youth, and senior citizens in Spalding County.
2. To gather, publicize, and disseminate data on issues pertinent to children, families, youth, and senior citizens.
3. To identify outstanding issues and areas of concern for children, families, youth, and senior citizens.
4. To assist the community in establishing and implementing strategic and annual plans for addressing these issues collaboratively.
5. To design and propose comprehensive programmatic strategies for addressing conditions of children, families, youth, and senior citizens.
6. To secure and expand existing resources/partners to improve results for children, families, youth, and senior citizens.

B. **Incorporation:** This Authority is a corporation organized exclusively for charitable and educational purposes within the meaning of Section 501(c)(3) of the Internal Revenue Code.

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Article III
Powers

This Authority will have the powers as stated in Act 677 (attached hereto as an addendum) and such powers as are now or may be hereafter granted by law. The Authority shall adopt such rules and procedures as it finds necessary for the governance of its operations, in accordance with applicable law.

Article IV
Members

A. **Members:** The number of members on the Authority, their qualifications, terms of office, and method of appointment are specified in the 1998 Enabling Legislation Act 677 and as amended in 2002 with Senate Bill 496. In addition to the previously mentioned members, a youth shall hold a non-voting position on the Authority as amended by a unanimous vote by simple majority of the membership of the Authority the 24th day of March, year of 2007. The Authority, by vote, may grant the title of Emeritus to an individual who has retired or stepped down from a regular board position in recognition of their continued service and contributions to the Authority. The term of an Emeritus member is indefinite, at the discretion of the Authority. An Emeritus member is a non-voting position.

B. **Notifying Appointing Authorities:** The Authority shall keep a record of the members of the authority, their terms of office and their qualifications for the Authority. Not less than 60 days prior to authority members' terms of office ending, the Authority shall notify the appointing authorities that such terms are ending and qualifications for these positions.

C. **Management:** The affairs, property, and assets of the Authority shall be in the charge of the Authority.

Article V
Meetings of the Authority

A. **Annual Meeting:** The annual meeting to elect the officers of the Authority shall be held during the fourth week of October of each year and shall be held in the place specified in the notice of the meeting.

B. Regular Meetings of the Authority, Executive Committee, and Authority's Partners:

1. **Board Meetings:** The Authority board will meet quarterly at a time and place established by the chairman of the Authority. Regular meetings of the Authority will be open to the public.

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2. **Executive Committee Meetings:** The Executive Committee will meet quarterly at a time and place established by the chairman of the Authority. Regular meetings of the Authority's Executive Committee will be open to the public.

3. **Partners Meetings:** Regular meetings of the Authority's Partners shall be held monthly at a time and place established by the chairman of the Authority. Regular meetings of the Authority's Partners will be open to the public.

C. **Consent Agenda**

A consent agenda may be utilized at the discretion of the Authority's chairperson for the purpose of streamlining meeting procedures by collecting routine, non-controversial items into a group whereby all are passed with a single motion and vote. (Refer to Policy #GOV-2019.001, Consent Agenda Policy & Procedures)

D. **Notice of Meetings:**

1. **Notice to Members, Executive Committee Members, and Partners**. Electronic notices of the annual meeting and the regular meetings referenced above shall be given to the Authority members seven days before such meeting, listing the time, date, place, and agenda for the meeting. Electronic notices of the Executive Committee meetings shall be given to the members of the Executive Committee seven days before such meeting, listing the time, date, place, and agenda for the meeting. Electronic notices of the regular meetings with the Partners shall be given to the members seven days before such meeting, listing the time, date, place, and agenda for the meeting, pursuant to Georgia law.

2. **Notice to Public and Media**. The Authority shall prescribe the time, place, and dates of the annual meeting and the regular meetings of the Authority, the Executive Committee, and the Partners. Such information shall be available to the general public and a notice containing such information shall be posted on the Authority's website and maintained in a conspicuous place available to the public at the regular meeting place of the respective body (i.e. The Authority, The Executive Committee, and the Partners). Meetings shall be held in accordance with a regular schedule, but nothing in this subsection shall preclude the respective body from canceling or postponing any regularly scheduled meeting. Whenever any meeting required to be open to the public is to be held at a time or place other than at the time and place prescribed for regular meetings, the respective body shall give due notice thereof. "Due notice" shall be the posting of a written notice for at least 24 hours at the place of regular meetings and giving of written or oral notice at least 24 hours in advance of the meeting to the legal organ in which notices of sheriff's sales are published in the county where regular meetings are held.

When special circumstances occur and are so declared by the respective body, that respective body may hold a meeting with less than 24 hours' notice upon

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giving such notice of the meeting and subjects expected to be considered at the meeting as is reasonable under the circumstances including notice to said county legal organ in which event the reason for holding the meeting within 24 hours and the nature of the notice shall be recorded in the minutes.

Prior to any meeting, the respective body holding such meeting shall make available an agenda of all matters expected to come before the respective body at such meeting. The agenda shall be available upon request and shall be posted at the meeting site, as far in advance of the meeting as reasonably possible but shall not be required to be available more than two weeks prior to the meeting and shall be posted, at a minimum, at some time during the two-week period immediately prior to the meeting. Failure to include on the agenda an item which becomes necessary to address during the course of a meeting shall not preclude considering and acting upon such item.

A summary of the subjects acted on and those members present at a meeting of any respective body shall be written and made available to the public for inspection within two business days of the adjournment of a meeting of the respective body. The minutes of a meeting of any agency shall be promptly recorded and such records shall be open to public inspection once approved as official by the respective body, but in no case later than immediately following the next regular meeting of the respective body.

E. **Special Meetings:**

1. **Special meetings of the Authority** may be called either by the chairperson of the Authority or by any three members of the Authority. Written notice of the time, place, and purposes of each special meeting shall be given to the other members not less than 24 hours before such meeting. Called meetings of the Authority will be published 24 hours in advance on the Authority's website, by electronic notice, and submission to the legal organ in which notices of Sheriff's sales are published in the county.
2. **Special meetings of the Authority's Executive Committee** may be called either by the chairperson of the Authority's Executive Committee or by any two members of the Executive Committee. Written notice of the time, place, and purposes of each special meeting shall be given to the Executive Committee members not less than 24 hours before such meeting. Called meetings of the Authority's Executive Committee will be published 24 hours in advance on the Authority's website, by electronic notice, and submission to the legal organ in which notices of Sheriff's sales are published in the county.
3. **Special meetings of the Authority's Partners** may be called either by the chairperson of the Authority or by any three members of their respective Partners. Written notice of the time, place, and purposes of each special meeting shall be given to the other Partners, The Authority's Representative and the Executive Committee's Chairman not less than 24 hours before such meeting. Called meetings of the Authority's Partners will be published 24 in advance on the

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Authority's website, by electronic notice, and submission to the legal organ in which notices of Sheriff's sales are published in the county.

F. **Quorum:** A quorum for meetings of the Authority board shall be 7 voting members, unless stated otherwise herein. A quorum for meetings of the Executive Committee shall be a simple majority of members of said committee excluding the number of vacant positions at the time business is conducted.

G. **Minutes:**

1. **Authority Meetings**. The secretary or a designee shall take minutes of each meeting of the Authority. Following each meeting, copies of the minutes for the meeting shall be disseminated to each Authority member. These minutes shall be approved by the Authority at the next regular meeting of the Authority and after approval shall be certified by the secretary, or a designee, of the Authority. A certified copy of the approved minutes shall be made a part of the permanent records of the Authority.
2. **Executive Committee Meetings**. The secretary or a designee shall take minutes of each meeting of the Authority's Executive Committee. Following each meeting, copies of the minutes for the meeting shall be disseminated to each Executive Committee member. These minutes shall be approved by the Executive Committee at the next regular meeting of the Executive Committee and after approval shall be certified by the secretary of the Authority or by the Executive Committee's Chairman or the Chairman's designee. A certified copy of the approved minutes shall be made a part of the permanent records of the Authority. These minutes shall be accepted by the Authority at its next regular meeting.

NOTE: Minutes shall, as a minimum, include the names of the members present at the meeting, a description of each motion or other proposal made, and a record of all votes. In the case of a rollcall vote the name of each person voting for or against a proposal shall be recorded and in all other cases it shall be presumed that the action taken was approved by each person in attendance unless the minutes reflect the name of the persons voting against the proposal or abstaining. In the case of an abstaining vote, the name of the person and their reason for abstaining shall be recorded in the minutes.

H. **Attendance:** Authority board members shall not be allowed to miss half of the Authority board meetings per year. The chair of the Authority board must approve any additional absences.

I. **Parliamentarian:** The parliamentarian shall provide guidance for the proper order of Conduct of the Authority, Board of Directors, Executive Committee, and Committees in accordance with the most recently published edition of Robert's Rules of Order when not in specific conflict with any part of these bylaws. The chairperson shall appoint a parliamentarian on January 1 of each year.

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Article VI
Officers

A. **Officers:** The officers of the Authority consist of a chairperson, a vice-chairperson, a secretary, and a treasurer.

B. **Election of the Officers:** The officers shall be elected at the annual meeting of the Authority. At the annual meeting of the Authority the nominating committee shall submit nominations for the positions of chairperson, vice-chairperson, secretary, and treasurer. In addition to the nominations of the nominating committee, nominations may also be made by authority members for each of the officer positions.

C. **Terms of Office of Officers:** Officers shall serve for terms of one year and shall be eligible for re-election.

D. **Removal:** The Authority board may remove any officer whenever in its judgment the best interest of the Authority will be served thereby by a simple majority vote at a specially called and/or regular meeting.

E. **Vacancies:** The Authority, at a regular meeting of the Authority, shall fill a vacancy in any office arising at any time and from any cause for unexpired term in the office. Additionally, the Executive Committee shall, within sixty days of receiving notice of a vacancy, appoint an interim person to fill a vacancy until the next regular meeting of the Authority.

F. **Duties of Chairperson:** The chairperson shall preside at all meetings of the Authority, all meetings of the Executive Committee, and Partners and shall serve as the official spokesperson for the Authority. The chairperson shall execute contracts and documents on behalf of the Authority when required by these Bylaws or the Authority. The chairperson shall perform such duties as may be assigned from time to time by the Authority. The chair shall serve as immediate past chair at the end of his/her term as chair, for the next term.

G. **Duties of the Vice-Chairperson:** The vice-chairperson shall fulfill the duties of the chairperson in the absence of the chairperson and shall perform such duties as may be assigned by the Authority. The vice-chair shall ascend to the position of chair upon the vacancy of the office of chair.

H. **Duties of Secretary:** The secretary shall cause to be kept all records of the Authority; and all records of the Executive Committee and shall record or cause to be recorded the minutes of all meetings and, when these minutes are approved by the Authority, the Authority's Partners and/or the Executive Committee, certify such minutes; attest the seal of the Authority when necessary or required; perform such other duties as may be prescribed by the Authority. The secretary shall also keep or cause to be kept a current register of the names and addresses of each Authority member, of each Executive Committee member and of each Representative of each respective Partner.

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I. **Duties of Treasurer:** The treasurer shall insure that a true and accurate accounting of the financial transactions of the Authority is made and that such accounting is made available to the Authority members and shall perform such other duties as may be prescribed by the Authority.

Article VII
Contracted/Employee Services

A. Executive Director:

1. **Appointment:** The Authority's Executive Committee, by an affirmative vote of a simple majority of the full Executive Committee, shall recommend the appointment of an executive director to the Authority board. The Authority board shall consider the recommended individual and accept or decline, by simple majority vote of the Authority board, the nominee.

2. **Removal:** The Authority's Executive Committee may recommend terminating the executive director by an affirmative vote of a simple majority of all members of the Executive Committee. The Authority board shall consider the recommendation and accept or decline by a simple majority vote of the Authority board.

3. **Compensation:** The Authority's Executive Committee shall fix the remuneration for the executive director. The remuneration of the executive director shall be reviewed at least annually at the time of the adoption of the Authority's annual budget.

4. **Vacancies:** In the event that a vacancy arises in the position of Executive Director for any reason, the Executive Committee shall appoint an interim Executive Director within thirty days of becoming aware of the vacancy and shall promptly begin a search for a permanent replacement Executive Director.

5. **Powers and Duties:** The executive director shall be chief executive of the Authority and shall be responsible to the Authority for the administration and operation of the Authority. The executive director shall have the following powers and duties:

    a. To sub-contract/hire staff, as necessary; and, to suspend, or terminate staff in accordance with contract termination terms or employment terms. To supervise the work of the staff for the Authority and to provide training to this staff as needed.

    b. To report to the Authority board and the Executive Committee on all matters relating to the organization, programs, contracts, financial

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matters, and performance of strategies implementing the comprehensive plan for children, families, youth and senior citizens adopted by the Authority.

c. To facilitate the advisory committee in preparing a proposed annual work program for the Authority and a proposed annual budget for this work program for submission and adoption by the Authority board and, upon their adoption, to coordinate the work of the advisory committees to implement the program and annual budget and coordinate advisory committee chairs to make monthly reports to the Authority board, Executive Committee and/or Partners on the status of the work program and budget.

d. To countersign with the chairperson or other officer designated by the Authority board all contracts and agreements authorized by the Authority board or Executive Committee.

e. To authorize financial disbursements. All financial disbursements exceeding $1,000 shall be countersigned by another signatory authorized by the Authority board.

f. To oversee the conducting of surveys and analytical studies for preparing the comprehensive plan for children and families and to guide and assist the Authority in preparing the plan.

g. To oversee the functioning and overall effectiveness of the advisory committees, to facilitate the implementation of the plan, and to report to the Authority board, Executive Committee, and/or Partners on the findings.

h. To develop a liaison relationship with local government and with public and private agencies serving children, families, youth, and senior citizens in the community.

i. To oversee the direct day-to-day operations of the Authority including
    - the deposits and collections of any, and all, accounts receivables,
    - the payment of any, and all, accounts payable,
    - any equipment purchases, repairs and/or replacements,
    - the reconciliation and management of any, and all, bank accounts, etc.
    - the ordering of any, and all, office supplies
    - the securing of adequate insurance for all Authority board members, fire and casualty and/or renter's insurance, if necessary, and general liability coverage for the Authority,

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- to initiate and/or defend any, and all, lawsuits, claims, and the like with the approval of the Executive Committee by a simple majority vote, and
- To perform such other duties as appropriate or as required by the Authority to manage the operation of the Authority.

j. To liase and correspond with any, and all, consultants hired to perform duties on behalf of the Authority.

6. **Evaluation:** An evaluation of the executive director shall be completed by the Executive Committee no later than 60 days prior to the start of the new fiscal year.

B. **Services:** The Authority may contract other services, as needed.

Article VIII
Committees

The Authority shall have a standing executive committee, ad-hoc committees as needed and advisory committees when determined by the Authority to be needed for developing the comprehensive plan for children and families and for executing the plan. Ad-hoc committees created by the Authority shall include a nominating committee.

A. **Executive Committee**: The executive committee of the Authority shall consist of the chairperson, vice-chair, immediate past chair, secretary, treasurer, parliamentarian, and one Authority member at large. The chairperson of the Authority shall serve as chair of the executive committee. The executive committee shall serve as the personnel committee for the Authority and, when requested by the Executive Director, shall serve as an advisory committee to the Executive Director on personnel matters. When required by the Authority, the executive committee shall review matters directed to it by the Authority and submit recommendations to the Authority on such matters. The executive committee shall exercise authority in the day-to-day management of the affairs of the Authority by supervising and controlling the Executive Director and to enter the necessary written contracts on behalf of the Authority.

B. **Ad Hoc Committees:** From time to time the Authority may create ad hoc committees to facilitate its work. Such committees shall be made up of Authority Partners. The chairperson of the Authority shall appoint members of these committees. The ad hoc committees shall include but are not limited to a nominating committee.

C. **Nominating Committee:** The nominating committee shall consist of no less than three members of the Authority who shall be appointed by the chairperson not less than 60 days prior to the annual meeting of the Authority. The nominating committee shall propose nominees for all officers that are to be elected. The nominating committee shall be appointed at a regular meeting of the Authority that is held not less than 60 days prior to the annual meeting. The nominating committee shall submit its report to the Authority at the annual meeting.

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D. **Advisory Committee:** The Authority may from time to time create committees to assist and advise it on matters relating to the purposes and functions of the Authority, including the development of the comprehensive plan for children and families, the implementation of strategies to carry out the plan, and the development of community support for the work of the Authority. Each advisory committee will be created by a resolution of the board. Said resolutions shall outline the duties and responsibilities of the committee and other appropriate information such as meeting and reporting requirements. Advisory committee members need not be members of the Authority.

6. Advisory committees shall comply with the following rules for their meetings:

a. **Quorum:** Unless otherwise provided in the resolution creating an advisory committee, a simple majority of the advisory committee members shall constitute a quorum. Any vote would be decided by a majority of the quorum.

b. **Minutes:** Committees shall not be required to take minutes. Committees shall provide a written or oral report at the monthly Partners meeting, which shall be reflected in those minutes.

c. **Rules:** Each committee may adopt rules for its meetings and activities provided such rules are not inconsistent with the resolution creating the committee, these bylaws, or with rules adopted by the Authority.

d. **Notice of Meetings**. Each committee shall be required to adhere to the notice provisions set forth in Article V section D above.

Article IX
Budget and Finance

A. **Fiscal Year:** The fiscal year of the Authority shall begin July 1st and end June 30th.

B. **Presentation of Proposed Budget:** Not less than 30 days prior to the first day of the fiscal year the Executive Director shall submit a proposed budget and program of work for the new fiscal year to the Authority. This proposed budget should be a balanced budget.

C. **Adopted Budget:** On or before the first day of the fiscal year, the Authority shall adopt a final budget and program of work for the new fiscal year. Copies of the approved budget and program of work shall be sent to each of the agencies that contribute to the financial support of the Authority and/or are providing services to help carry out the comprehensive plan.

D. **Monthly Budget Reports:** The executive director shall submit through the treasurer a monthly budget report to the Authority describing the status of revenues, expenditures, and work program set forth in the budget.

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E. **Accounting System:** Except when the accounting work for the Authority is provided by a donation or contract, the Executive Director shall install or have installed an accounting system for the fiscal affairs of the Authority. The accounting system shall be consistent with the accounting requirements of the various jurisdictions, which may be contributing funds to the programs and operations of the authority. The Authority may contract for accounting and financial management services, with or without a fee, provided that the accounting system to be provided by such services meets the requirements of the Authority.

F. **Financial Report:** At the end of each fiscal year, the Executive Director shall submit a financial report to the Authority, reporting on the status of the expenditures and revenues in relation to the budget, the status of the work program adopted for the year, and the balance sheet for the close of the fiscal year. Such report shall be submitted to the Authority through the treasurer of the Authority.

G. **Financial Review:** The Authority shall have made at a minimum a financial review of the Authority's financial operations annually by a Certified Public Accountant.

Article X
Contracts, Checks, Deposits, and Funds

A. **Contracts:** In addition to the officers authorized by these Bylaws, the Authority may authorize an officer or officers to enter into contracts in the name and on behalf of the Authority. Such authority shall be specified in the minutes of the Authority, which have been certified by the secretary of the Authority. The executive director, chairperson, or other officer of the Authority authorized by the Authority, or these Bylaws shall countersign such authority.

B. **Checks, Drafts, or Other Orders of Payment:** Except when the financial management for the Authority is performed under a contract by others, all checks, drafts, or other orders of payment shall be signed by the Executive Director. All checks, drafts, or other orders of payment exceeding $1,000 shall be approved by another signatory as authorized by the Authority.

C. **Deposits:** All funds of the Authority shall be deposited to the credit of the Authority in such depositories as the Authority may from time to time select or in the depositories of agency with which the Authority has contracted with to serve as the financial agent for the Authority.

Article XI
Records

A. **Books and Records:** Each officer shall, upon leaving office, deliver to their successor any books, records or other documents pertaining to the office.

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Article XII
Miscellaneous

A. **Seal:** The Seal of the Corporation shall be in such form as the Board of Directors may, from time to time, determine. In the event it is inconvenient to use such a seal at any time, the signature of the Corporation, followed by "Seal" enclosed in parenthesis or scroll, shall be deemed the Seal of the Corporation. The seal shall be kept at the principal office of the corporation and affixed by the Secretary, or a designee, on such papers as may be directed by law, these by-laws, or by the Board of Directors.

B. **Appointment of Agents:** The Chair or Vice Chair shall be authorized and empowered in the name as an act and deed of the corporation to name and appoint general and special agents, representatives and attorneys to represent the corporation, and to prescribe, limit and define the powers and duties of such agents, representatives, attorneys and proxies; and to make substitution, revocation or cancellation in whole or in part, of any power or authority conferred on any such agent, representative, or proxy.

Article XIII
Indemnification

A. **Indemnify and Hold Harmless:** The Authority may, to the full extent permitted by law, indemnify and hold harmless its members, officers, agents, and others. In the event that any person who was or is a party to or is threatened to be made a party to any threatened, pending or completed action, suit or proceeding, whether civil, criminal, administrative or investigative, seeks indemnification from the corporation against expenses, including attorney's fees (and in the case of actions other than those by or in the right of the corporation, judgements, fines and amounts paid in settlement), actually and reasonably incurred by him or her in connection with such action, suit, or proceeding by reason of the fact that such person is or was a trustee, officer, employee, director, or agent of the corporation, domestic or foreign, nonprofit or for profit, partnership, joint venture, trust, or other enterprise, then, unless such indemnification is ordered by a court, the corporation shall determine, or cause to be determined, in the manner provided under Georgia law, whether or not indemnification is proper under the circumstances because the person claiming such indemnification has met the applicable standards of conduct set forth in Georgia law; and, to the extent it is so determined that such indemnification is proper, the person claiming such indemnification shall be indemnified to the fullest extent now or hereafter permitted by Georgia law.

B. **Indemnification Not Exclusive of Other Rights:** The indemnification provided in the Indemnification Section above shall be deemed exclusive of any other rights to which those seeking indemnification may be entitled under the articles of incorporation or bylaws, or any agreement, vote of members or disinterested trustees, or otherwise, both as to action in his or her official capacity and as to action in another capacity while holding such office, and shall continue as to a person who has ceased to be a trustee,

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officer, employee, director, or agent, and shall inure to the benefit of the heirs, executors, and administrators of such a person.

C. **Insurance:** To the extent permitted by Georgia law, the corporation may purchase and maintain insurance on behalf of any person who is or was a trustee, officer, employee, director, or agent of the corporation, or is or was serving at the request of the corporation as a trustee, officer, employee, director, or agent of another corporation, domestic or foreign, nonprofit or for profit, partnership, joint venture, trust, or other enterprise.

Article XIV
Amendments to Bylaws

These Bylaws may be amended by an affirmative vote of a simple majority of the full membership of the Authority. Bylaw changes shall be distributed no less than thirty days prior to a regular meeting of the Authority and shall be voted upon at the next regular meeting.

Article XV
Parliamentary Procedure

Robert's Rules of Order shall be the parliamentary guide for the Authority, Board of Directors, Executive Committee, and Committees, when not in specific conflict with the provisions of these by-laws.

These bylaws were adopted by a simple majority of the full membership of the Authority the 15th day of October, year of 1998.

Article V, Section A, Number 2b of these Bylaws were amended by a simple majority of the membership of the Authority the 27th day of October, year of 1999.

Article V, Section A, Number 1 and 2b and Article VI, Section C of these Bylaws were amended by a simple majority of the membership of the Authority the 9th day of May, year of 2001.

Article II, Section A, Number 8 and Section B; Article III, Article V Section G; Article VII, Section B; Article VIII, Section A; Article XI; Article XII; Article XIII of these Bylaws were amended by a simple majority of the membership of the Authority the 1st day of March, year of 2002.

Article I; Article II Sections A, A.5; Article IV Section A; Article V Section B, Number 1 and 2, Section C Sections 1 and 2, Section D, Numbers 1 and 2, Section E, Section F, Number 1, 2 and 3; Section H. Article VI, Sections E, F and H; Article VII Section A, Numbers 1, 3, 5a, 5c, 5d, 5e, 5g, 5j; and Article VIII, Section A, B, D, D.b. Number 1b; Article X, Section B; Article XII of these Bylaws were amended by a simple majority of the membership of the Authority the 23rd day of March, year of 2004.

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Article IV Section A of these Bylaws was amended by a simple majority of the membership of the Authority the 24th day of March, year of 2007.

Article VIII Section A of these Bylaws was amended and Article XI and Article XII were inserted into these Bylaws by a simple majority of the membership of the Authority the 23rd day of March, year of 2010.

Article I; Article II Section A Numbers 1, 2, 3, 4, 5, 6, 7, 8, 9, 10; Article III; Article IV Section A; Article V Sections A, B, D, E, F; Article VI Sections B, F, G, H, I, J; Article VII Section A Numbers 1, 2, 3, 5.a, 5.e, 5.h, 5.i, 5.j, 5.k; Article VII Section B; Article VIII Section B; Article VIII Section D Number 1.d of these Bylaws were amended and Article V Section C was inserted into these Bylaws by a simple majority of the membership of the Authority the 23rd day of January, year of 2025.

Certified:
DocuSigned by:
Warren East
CF2B16C55ED0458...
Warren East, Chair

Attested:
Signed by:
Jewel Walker-Harps
EEFED28726DF4EB...
Jewel Walker-Harps, Secretary

AGENDA ITEM SUMMARY

ITEM SUMMARY:

Commissioners to appoint Commissioner liaison to Spalding County Collaborative for a one-year term set to expire 12/31/26 to succeed Commissioner Rose Curtis whose term expired 12/31/25.

SPECIAL CONSIDERATIONS OR CONCERNS:

The Spalding County Collaborative Authority for Families and Children was created under the authority of Act 677, adopted March 27, 1998 and amended May 1, 2002, by the Georgia General Assembly. This nonprofit corporation's purpose is to develop and facilitate collaboration with the community a vision of success for children and their families to include programs, goals and coordination of service and data, as well as advocacy for children.

STAFF RECOMMENDATION:

N/A

FINANCIAL IMPACT:

N/A

Submitted By:
Susan Bartholomew

Meeting Date:
13/01/2026

Reviewed By:
Jessica O'Connor

ATTACHMENTS:
Spalding Collab Enacting Legislation.pdf
Spalding Collab By-Laws.pdf

Senate Bill 496

By: Senators Seabaugh of the 28th and Lee of the 29th

A BILL TO BE ENTITLED

AN ACT

To amend an Act creating the Spalding County Collaborative Authority for Families and Children, approved March 27, 1998 (Ga. L. 1998, p. 3945), so as to include senior citizens within the purview of the authority's undertaking; to provide for an additional member; to provide for related matters; to repeal conflicting laws; and for other purposes.

BE IT ENACTED BY THE GENERAL ASSEMBLY OF GEORGIA:

SECTION 1.

An Act creating the Spalding County Collaborative Authority for Families and Children, approved March 27, 1998 (Ga. L. 1998, p. 3945), is amended by striking Sections 1 through 5 and inserting in lieu thereof the following:

"SECTION 1.

There is created the Spalding County Collaborative Authority for Families and Children, referred to in this Act as the 'authority.' The authority shall undertake annual and ongoing studies of the needs, issues, and state of well-being of children, families, youth, and senior citizens in this county. The authority shall gather, publicize, and disseminate data on issues pertinent to families and children; identify outstanding issues and areas of concern and assist the community in establishing and implementing strategic and annual plans for addressing these issues collaboratively; design and propose comprehensive programmatic strategies for addressing conditions of families, children, and senior citizens; and secure and expand existing resources to improve results for families, children, and senior citizens. The authority shall adopt such rules or procedures as it finds necessary or desirable for the governance of its operations. The members of the authority shall serve without compensation.

SECTION 2.

(a) The Spalding County Collaborative Authority for Families and Children shall be composed of 21 members as follows:

(1) Two members to be appointed by the Spalding County legislative delegation, one of which members shall be a member of such delegation to serve a term of two years and one of which members shall be from the media to serve a term of one year;

(2) Three members to be appointed by the board of commissioners of Spalding County, which members shall be one commissioner and one law enforcement official, each to serve terms of one year; and one consumer of family services at large to serve a term of two years;

(3) Three members to be appointed by the board of commissioners of the City of Griffin, which members shall be one commissioner and one law enforcement official, each to serve terms of one year; and one consumer of family services at large to serve a term of two years;

(4) One member to be appointed by the Griffin/Spalding Chamber of Commerce representing business or civic interests who shall serve a one-year term;

(5) One member to be appointed by the Spalding County Board of Health, which member shall be from the medical field and serve a term of two years;

(6) Two members to be appointed by the board of the Spalding County Department of Family and Children Services, one of which members shall be a member of a religious organization to serve a term of two years and one of which members shall be from the social services field to serve a term of two years;

(7) The superintendent of the Griffin/Spalding County School System, the director of the Spalding County Department of Family and Children Services, the director of the Spalding County Health Department, the regional director of the Department of Juvenile Justice, the director of the Council on Aging, the director of the McIntosh Trail MH/MR/SA, the senior juvenile court judge, and the director of the Griffin Housing Authority; and

(8) An attorney to be appointed by the Spalding County Bar Association to serve for an initial term of two years.

(b) Following the expiration of the initial terms of office specified in subsection (a) of this section, all appointments shall be for terms of two years, except that any elected official appointed to the authority shall serve for such term on the council only while serving as such official. Otherwise, members shall serve for the terms of office specified in subsection (a) of this section and until their respective successors are appointed and

qualified. Ex officio members of the authority shall serve on the authority only while holding the office by virtue of which they have membership on the authority.

(c) All appointments to the authority shall be made within 30 days after the effective date of this Act. All persons appointed to serve on the Spalding County Collaborative Authority for Families and Children are required to be residents of Spalding County with the exception of persons filling the professional positions provided for in subsection (a) of this section who may or may not be official county residents.

SECTION 3.

The authority is authorized to receive, accept, and expend funds from public or private sources for implementing strategies to benefit the children, their families, and senior citizens of Spalding County. The authority is authorized to expend such funds to employ a coordinator, who shall not be a member of the authority, but for the execution of the authority´s duties. The salary and administrative sponsorship for such coordinator shall be set by the authority.

SECTION 4.

The authority shall make an annual report on July 1 of each year of its findings and recommendations to the Spalding County legislative delegation, the juvenile court judge of Spalding County, the boards of commissioners of the City of Griffin and the County of Spalding, the Griffin/Spalding Chamber of Commerce, the directors of the Spalding County Department of Family and Children Services, the Spalding County Board of Health, and to any individual or group providing funds to the authority.

SECTION 5.

Each member of the commission shall be given the following oath to be administered by the senior judge of the Superior Court of Spalding County:

'Recognizing the fact that there are many social, economic, and educational issues which prevent our children, their families, and senior citizens from achieving their potential and desiring to play a part in improving the outcomes for families and children, I, _____, do solemnly swear that as a member of the Spalding County Collaborative Authority for Families and Children I will fulfill the duties and responsibilities of my appointment to the best of my ability.'"

SECTION 2.

All laws and parts of laws in conflict with this Act are repealed.

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— SPALDING COUNTY —
COLLABORATIVE AUTHORITY
FOR FAMILIES AND CHILDREN
family connection™

BYLAWS

Amended & Approved January 23, 2025

Article I
Creation

The Spalding County Collaborative Authority for Families and Children was created under the authority of Act 677, adopted March 27, 1998, and amended with Senate Bill 496 on May 1, 2002, by the General Assembly of the State of Georgia. This law and amendment are made addenda to these Bylaws. This nonprofit corporation shall hereby be referred to as the Authority.

Article II
Purpose and Incorporation of the Authority

A. **Purposes:** The purposes of this Authority authorized by Act 677 creating the Authority are:

1. Perform annual and ongoing studies of the needs, issues, and state of well-being of children, families, youth, and senior citizens in Spalding County.
2. To gather, publicize, and disseminate data on issues pertinent to children, families, youth, and senior citizens.
3. To identify outstanding issues and areas of concern for children, families, youth, and senior citizens.
4. To assist the community in establishing and implementing strategic and annual plans for addressing these issues collaboratively.
5. To design and propose comprehensive programmatic strategies for addressing conditions of children, families, youth, and senior citizens.
6. To secure and expand existing resources/partners to improve results for children, families, youth, and senior citizens.

B. **Incorporation:** This Authority is a corporation organized exclusively for charitable and educational purposes within the meaning of Section 501(c)(3) of the Internal Revenue Code.

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Article III
Powers

This Authority will have the powers as stated in Act 677 (attached hereto as an addendum) and such powers as are now or may be hereafter granted by law. The Authority shall adopt such rules and procedures as it finds necessary for the governance of its operations, in accordance with applicable law.

Article IV
Members

A. **Members:** The number of members on the Authority, their qualifications, terms of office, and method of appointment are specified in the 1998 Enabling Legislation Act 677 and as amended in 2002 with Senate Bill 496. In addition to the previously mentioned members, a youth shall hold a non-voting position on the Authority as amended by a unanimous vote by simple majority of the membership of the Authority the 24th day of March, year of 2007. The Authority, by vote, may grant the title of Emeritus to an individual who has retired or stepped down from a regular board position in recognition of their continued service and contributions to the Authority. The term of an Emeritus member is indefinite, at the discretion of the Authority. An Emeritus member is a non-voting position.

B. **Notifying Appointing Authorities:** The Authority shall keep a record of the members of the authority, their terms of office and their qualifications for the Authority. Not less than 60 days prior to authority members' terms of office ending, the Authority shall notify the appointing authorities that such terms are ending and qualifications for these positions.

C. **Management:** The affairs, property, and assets of the Authority shall be in the charge of the Authority.

Article V
Meetings of the Authority

A. **Annual Meeting:** The annual meeting to elect the officers of the Authority shall be held during the fourth week of October of each year and shall be held in the place specified in the notice of the meeting.

B. Regular Meetings of the Authority, Executive Committee, and Authority's Partners:

1. **Board Meetings:** The Authority board will meet quarterly at a time and place established by the chairman of the Authority. Regular meetings of the Authority will be open to the public.

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2. **Executive Committee Meetings:** The Executive Committee will meet quarterly at a time and place established by the chairman of the Authority. Regular meetings of the Authority's Executive Committee will be open to the public.

3. **Partners Meetings:** Regular meetings of the Authority's Partners shall be held monthly at a time and place established by the chairman of the Authority. Regular meetings of the Authority's Partners will be open to the public.

C. **Consent Agenda**

A consent agenda may be utilized at the discretion of the Authority's chairperson for the purpose of streamlining meeting procedures by collecting routine, non-controversial items into a group whereby all are passed with a single motion and vote. (Refer to Policy #GOV-2019.001, Consent Agenda Policy & Procedures)

D. **Notice of Meetings:**

1. **Notice to Members, Executive Committee Members, and Partners**. Electronic notices of the annual meeting and the regular meetings referenced above shall be given to the Authority members seven days before such meeting, listing the time, date, place, and agenda for the meeting. Electronic notices of the Executive Committee meetings shall be given to the members of the Executive Committee seven days before such meeting, listing the time, date, place, and agenda for the meeting. Electronic notices of the regular meetings with the Partners shall be given to the members seven days before such meeting, listing the time, date, place, and agenda for the meeting, pursuant to Georgia law.

2. **Notice to Public and Media**. The Authority shall prescribe the time, place, and dates of the annual meeting and the regular meetings of the Authority, the Executive Committee, and the Partners. Such information shall be available to the general public and a notice containing such information shall be posted on the Authority's website and maintained in a conspicuous place available to the public at the regular meeting place of the respective body (i.e. The Authority, The Executive Committee, and the Partners). Meetings shall be held in accordance with a regular schedule, but nothing in this subsection shall preclude the respective body from canceling or postponing any regularly scheduled meeting. Whenever any meeting required to be open to the public is to be held at a time or place other than at the time and place prescribed for regular meetings, the respective body shall give due notice thereof. "Due notice" shall be the posting of a written notice for at least 24 hours at the place of regular meetings and giving of written or oral notice at least 24 hours in advance of the meeting to the legal organ in which notices of sheriff's sales are published in the county where regular meetings are held.

When special circumstances occur and are so declared by the respective body, that respective body may hold a meeting with less than 24 hours' notice upon

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giving such notice of the meeting and subjects expected to be considered at the meeting as is reasonable under the circumstances including notice to said county legal organ in which event the reason for holding the meeting within 24 hours and the nature of the notice shall be recorded in the minutes.

Prior to any meeting, the respective body holding such meeting shall make available an agenda of all matters expected to come before the respective body at such meeting. The agenda shall be available upon request and shall be posted at the meeting site, as far in advance of the meeting as reasonably possible but shall not be required to be available more than two weeks prior to the meeting and shall be posted, at a minimum, at some time during the two-week period immediately prior to the meeting. Failure to include on the agenda an item which becomes necessary to address during the course of a meeting shall not preclude considering and acting upon such item.

A summary of the subjects acted on and those members present at a meeting of any respective body shall be written and made available to the public for inspection within two business days of the adjournment of a meeting of the respective body. The minutes of a meeting of any agency shall be promptly recorded and such records shall be open to public inspection once approved as official by the respective body, but in no case later than immediately following the next regular meeting of the respective body.

E. **Special Meetings:**

1. **Special meetings of the Authority** may be called either by the chairperson of the Authority or by any three members of the Authority. Written notice of the time, place, and purposes of each special meeting shall be given to the other members not less than 24 hours before such meeting. Called meetings of the Authority will be published 24 hours in advance on the Authority's website, by electronic notice, and submission to the legal organ in which notices of Sheriff's sales are published in the county.
2. **Special meetings of the Authority's Executive Committee** may be called either by the chairperson of the Authority's Executive Committee or by any two members of the Executive Committee. Written notice of the time, place, and purposes of each special meeting shall be given to the Executive Committee members not less than 24 hours before such meeting. Called meetings of the Authority's Executive Committee will be published 24 hours in advance on the Authority's website, by electronic notice, and submission to the legal organ in which notices of Sheriff's sales are published in the county.
3. **Special meetings of the Authority's Partners** may be called either by the chairperson of the Authority or by any three members of their respective Partners. Written notice of the time, place, and purposes of each special meeting shall be given to the other Partners, The Authority's Representative and the Executive Committee's Chairman not less than 24 hours before such meeting. Called meetings of the Authority's Partners will be published 24 in advance on the

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Authority's website, by electronic notice, and submission to the legal organ in which notices of Sheriff's sales are published in the county.

F. **Quorum:** A quorum for meetings of the Authority board shall be 7 voting members, unless stated otherwise herein. A quorum for meetings of the Executive Committee shall be a simple majority of members of said committee excluding the number of vacant positions at the time business is conducted.

G. **Minutes:**

1. **Authority Meetings**. The secretary or a designee shall take minutes of each meeting of the Authority. Following each meeting, copies of the minutes for the meeting shall be disseminated to each Authority member. These minutes shall be approved by the Authority at the next regular meeting of the Authority and after approval shall be certified by the secretary, or a designee, of the Authority. A certified copy of the approved minutes shall be made a part of the permanent records of the Authority.
2. **Executive Committee Meetings**. The secretary or a designee shall take minutes of each meeting of the Authority's Executive Committee. Following each meeting, copies of the minutes for the meeting shall be disseminated to each Executive Committee member. These minutes shall be approved by the Executive Committee at the next regular meeting of the Executive Committee and after approval shall be certified by the secretary of the Authority or by the Executive Committee's Chairman or the Chairman's designee. A certified copy of the approved minutes shall be made a part of the permanent records of the Authority. These minutes shall be accepted by the Authority at its next regular meeting.

NOTE: Minutes shall, as a minimum, include the names of the members present at the meeting, a description of each motion or other proposal made, and a record of all votes. In the case of a rollcall vote the name of each person voting for or against a proposal shall be recorded and in all other cases it shall be presumed that the action taken was approved by each person in attendance unless the minutes reflect the name of the persons voting against the proposal or abstaining. In the case of an abstaining vote, the name of the person and their reason for abstaining shall be recorded in the minutes.

H. **Attendance:** Authority board members shall not be allowed to miss half of the Authority board meetings per year. The chair of the Authority board must approve any additional absences.

I. **Parliamentarian:** The parliamentarian shall provide guidance for the proper order of Conduct of the Authority, Board of Directors, Executive Committee, and Committees in accordance with the most recently published edition of Robert's Rules of Order when not in specific conflict with any part of these bylaws. The chairperson shall appoint a parliamentarian on January 1 of each year.

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Article VI
Officers

A. **Officers:** The officers of the Authority consist of a chairperson, a vice-chairperson, a secretary, and a treasurer.

B. **Election of the Officers:** The officers shall be elected at the annual meeting of the Authority. At the annual meeting of the Authority the nominating committee shall submit nominations for the positions of chairperson, vice-chairperson, secretary, and treasurer. In addition to the nominations of the nominating committee, nominations may also be made by authority members for each of the officer positions.

C. **Terms of Office of Officers:** Officers shall serve for terms of one year and shall be eligible for re-election.

D. **Removal:** The Authority board may remove any officer whenever in its judgment the best interest of the Authority will be served thereby by a simple majority vote at a specially called and/or regular meeting.

E. **Vacancies:** The Authority, at a regular meeting of the Authority, shall fill a vacancy in any office arising at any time and from any cause for unexpired term in the office. Additionally, the Executive Committee shall, within sixty days of receiving notice of a vacancy, appoint an interim person to fill a vacancy until the next regular meeting of the Authority.

F. **Duties of Chairperson:** The chairperson shall preside at all meetings of the Authority, all meetings of the Executive Committee, and Partners and shall serve as the official spokesperson for the Authority. The chairperson shall execute contracts and documents on behalf of the Authority when required by these Bylaws or the Authority. The chairperson shall perform such duties as may be assigned from time to time by the Authority. The chair shall serve as immediate past chair at the end of his/her term as chair, for the next term.

G. **Duties of the Vice-Chairperson:** The vice-chairperson shall fulfill the duties of the chairperson in the absence of the chairperson and shall perform such duties as may be assigned by the Authority. The vice-chair shall ascend to the position of chair upon the vacancy of the office of chair.

H. **Duties of Secretary:** The secretary shall cause to be kept all records of the Authority; and all records of the Executive Committee and shall record or cause to be recorded the minutes of all meetings and, when these minutes are approved by the Authority, the Authority's Partners and/or the Executive Committee, certify such minutes; attest the seal of the Authority when necessary or required; perform such other duties as may be prescribed by the Authority. The secretary shall also keep or cause to be kept a current register of the names and addresses of each Authority member, of each Executive Committee member and of each Representative of each respective Partner.

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I. **Duties of Treasurer:** The treasurer shall insure that a true and accurate accounting of the financial transactions of the Authority is made and that such accounting is made available to the Authority members and shall perform such other duties as may be prescribed by the Authority.

Article VII
Contracted/Employee Services

A. Executive Director:

1. **Appointment:** The Authority's Executive Committee, by an affirmative vote of a simple majority of the full Executive Committee, shall recommend the appointment of an executive director to the Authority board. The Authority board shall consider the recommended individual and accept or decline, by simple majority vote of the Authority board, the nominee.

2. **Removal:** The Authority's Executive Committee may recommend terminating the executive director by an affirmative vote of a simple majority of all members of the Executive Committee. The Authority board shall consider the recommendation and accept or decline by a simple majority vote of the Authority board.

3. **Compensation:** The Authority's Executive Committee shall fix the remuneration for the executive director. The remuneration of the executive director shall be reviewed at least annually at the time of the adoption of the Authority's annual budget.

4. **Vacancies:** In the event that a vacancy arises in the position of Executive Director for any reason, the Executive Committee shall appoint an interim Executive Director within thirty days of becoming aware of the vacancy and shall promptly begin a search for a permanent replacement Executive Director.

5. **Powers and Duties:** The executive director shall be chief executive of the Authority and shall be responsible to the Authority for the administration and operation of the Authority. The executive director shall have the following powers and duties:

    a. To sub-contract/hire staff, as necessary; and, to suspend, or terminate staff in accordance with contract termination terms or employment terms. To supervise the work of the staff for the Authority and to provide training to this staff as needed.

    b. To report to the Authority board and the Executive Committee on all matters relating to the organization, programs, contracts, financial

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matters, and performance of strategies implementing the comprehensive plan for children, families, youth and senior citizens adopted by the Authority.

c. To facilitate the advisory committee in preparing a proposed annual work program for the Authority and a proposed annual budget for this work program for submission and adoption by the Authority board and, upon their adoption, to coordinate the work of the advisory committees to implement the program and annual budget and coordinate advisory committee chairs to make monthly reports to the Authority board, Executive Committee and/or Partners on the status of the work program and budget.

d. To countersign with the chairperson or other officer designated by the Authority board all contracts and agreements authorized by the Authority board or Executive Committee.

e. To authorize financial disbursements. All financial disbursements exceeding $1,000 shall be countersigned by another signatory authorized by the Authority board.

f. To oversee the conducting of surveys and analytical studies for preparing the comprehensive plan for children and families and to guide and assist the Authority in preparing the plan.

g. To oversee the functioning and overall effectiveness of the advisory committees, to facilitate the implementation of the plan, and to report to the Authority board, Executive Committee, and/or Partners on the findings.

h. To develop a liaison relationship with local government and with public and private agencies serving children, families, youth, and senior citizens in the community.

i. To oversee the direct day-to-day operations of the Authority including
    - the deposits and collections of any, and all, accounts receivables,
    - the payment of any, and all, accounts payable,
    - any equipment purchases, repairs and/or replacements,
    - the reconciliation and management of any, and all, bank accounts, etc.
    - the ordering of any, and all, office supplies
    - the securing of adequate insurance for all Authority board members, fire and casualty and/or renter's insurance, if necessary, and general liability coverage for the Authority,

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- to initiate and/or defend any, and all, lawsuits, claims, and the like with the approval of the Executive Committee by a simple majority vote, and
- To perform such other duties as appropriate or as required by the Authority to manage the operation of the Authority.

j. To liase and correspond with any, and all, consultants hired to perform duties on behalf of the Authority.

6. **Evaluation:** An evaluation of the executive director shall be completed by the Executive Committee no later than 60 days prior to the start of the new fiscal year.

B. **Services:** The Authority may contract other services, as needed.

Article VIII
Committees

The Authority shall have a standing executive committee, ad-hoc committees as needed and advisory committees when determined by the Authority to be needed for developing the comprehensive plan for children and families and for executing the plan. Ad-hoc committees created by the Authority shall include a nominating committee.

A. **Executive Committee**: The executive committee of the Authority shall consist of the chairperson, vice-chair, immediate past chair, secretary, treasurer, parliamentarian, and one Authority member at large. The chairperson of the Authority shall serve as chair of the executive committee. The executive committee shall serve as the personnel committee for the Authority and, when requested by the Executive Director, shall serve as an advisory committee to the Executive Director on personnel matters. When required by the Authority, the executive committee shall review matters directed to it by the Authority and submit recommendations to the Authority on such matters. The executive committee shall exercise authority in the day-to-day management of the affairs of the Authority by supervising and controlling the Executive Director and to enter the necessary written contracts on behalf of the Authority.

B. **Ad Hoc Committees:** From time to time the Authority may create ad hoc committees to facilitate its work. Such committees shall be made up of Authority Partners. The chairperson of the Authority shall appoint members of these committees. The ad hoc committees shall include but are not limited to a nominating committee.

C. **Nominating Committee:** The nominating committee shall consist of no less than three members of the Authority who shall be appointed by the chairperson not less than 60 days prior to the annual meeting of the Authority. The nominating committee shall propose nominees for all officers that are to be elected. The nominating committee shall be appointed at a regular meeting of the Authority that is held not less than 60 days prior to the annual meeting. The nominating committee shall submit its report to the Authority at the annual meeting.

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D. **Advisory Committee:** The Authority may from time to time create committees to assist and advise it on matters relating to the purposes and functions of the Authority, including the development of the comprehensive plan for children and families, the implementation of strategies to carry out the plan, and the development of community support for the work of the Authority. Each advisory committee will be created by a resolution of the board. Said resolutions shall outline the duties and responsibilities of the committee and other appropriate information such as meeting and reporting requirements. Advisory committee members need not be members of the Authority.

6. Advisory committees shall comply with the following rules for their meetings:

a. **Quorum:** Unless otherwise provided in the resolution creating an advisory committee, a simple majority of the advisory committee members shall constitute a quorum. Any vote would be decided by a majority of the quorum.

b. **Minutes:** Committees shall not be required to take minutes. Committees shall provide a written or oral report at the monthly Partners meeting, which shall be reflected in those minutes.

c. **Rules:** Each committee may adopt rules for its meetings and activities provided such rules are not inconsistent with the resolution creating the committee, these bylaws, or with rules adopted by the Authority.

d. **Notice of Meetings**. Each committee shall be required to adhere to the notice provisions set forth in Article V section D above.

Article IX
Budget and Finance

A. **Fiscal Year:** The fiscal year of the Authority shall begin July 1st and end June 30th.

B. **Presentation of Proposed Budget:** Not less than 30 days prior to the first day of the fiscal year the Executive Director shall submit a proposed budget and program of work for the new fiscal year to the Authority. This proposed budget should be a balanced budget.

C. **Adopted Budget:** On or before the first day of the fiscal year, the Authority shall adopt a final budget and program of work for the new fiscal year. Copies of the approved budget and program of work shall be sent to each of the agencies that contribute to the financial support of the Authority and/or are providing services to help carry out the comprehensive plan.

D. **Monthly Budget Reports:** The executive director shall submit through the treasurer a monthly budget report to the Authority describing the status of revenues, expenditures, and work program set forth in the budget.

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E. **Accounting System:** Except when the accounting work for the Authority is provided by a donation or contract, the Executive Director shall install or have installed an accounting system for the fiscal affairs of the Authority. The accounting system shall be consistent with the accounting requirements of the various jurisdictions, which may be contributing funds to the programs and operations of the authority. The Authority may contract for accounting and financial management services, with or without a fee, provided that the accounting system to be provided by such services meets the requirements of the Authority.

F. **Financial Report:** At the end of each fiscal year, the Executive Director shall submit a financial report to the Authority, reporting on the status of the expenditures and revenues in relation to the budget, the status of the work program adopted for the year, and the balance sheet for the close of the fiscal year. Such report shall be submitted to the Authority through the treasurer of the Authority.

G. **Financial Review:** The Authority shall have made at a minimum a financial review of the Authority's financial operations annually by a Certified Public Accountant.

Article X
Contracts, Checks, Deposits, and Funds

A. **Contracts:** In addition to the officers authorized by these Bylaws, the Authority may authorize an officer or officers to enter into contracts in the name and on behalf of the Authority. Such authority shall be specified in the minutes of the Authority, which have been certified by the secretary of the Authority. The executive director, chairperson, or other officer of the Authority authorized by the Authority, or these Bylaws shall countersign such authority.

B. **Checks, Drafts, or Other Orders of Payment:** Except when the financial management for the Authority is performed under a contract by others, all checks, drafts, or other orders of payment shall be signed by the Executive Director. All checks, drafts, or other orders of payment exceeding $1,000 shall be approved by another signatory as authorized by the Authority.

C. **Deposits:** All funds of the Authority shall be deposited to the credit of the Authority in such depositories as the Authority may from time to time select or in the depositories of agency with which the Authority has contracted with to serve as the financial agent for the Authority.

Article XI
Records

A. **Books and Records:** Each officer shall, upon leaving office, deliver to their successor any books, records or other documents pertaining to the office.

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Article XII
Miscellaneous

A. **Seal:** The Seal of the Corporation shall be in such form as the Board of Directors may, from time to time, determine. In the event it is inconvenient to use such a seal at any time, the signature of the Corporation, followed by "Seal" enclosed in parenthesis or scroll, shall be deemed the Seal of the Corporation. The seal shall be kept at the principal office of the corporation and affixed by the Secretary, or a designee, on such papers as may be directed by law, these by-laws, or by the Board of Directors.

B. **Appointment of Agents:** The Chair or Vice Chair shall be authorized and empowered in the name as an act and deed of the corporation to name and appoint general and special agents, representatives and attorneys to represent the corporation, and to prescribe, limit and define the powers and duties of such agents, representatives, attorneys and proxies; and to make substitution, revocation or cancellation in whole or in part, of any power or authority conferred on any such agent, representative, or proxy.

Article XIII
Indemnification

A. **Indemnify and Hold Harmless:** The Authority may, to the full extent permitted by law, indemnify and hold harmless its members, officers, agents, and others. In the event that any person who was or is a party to or is threatened to be made a party to any threatened, pending or completed action, suit or proceeding, whether civil, criminal, administrative or investigative, seeks indemnification from the corporation against expenses, including attorney's fees (and in the case of actions other than those by or in the right of the corporation, judgements, fines and amounts paid in settlement), actually and reasonably incurred by him or her in connection with such action, suit, or proceeding by reason of the fact that such person is or was a trustee, officer, employee, director, or agent of the corporation, domestic or foreign, nonprofit or for profit, partnership, joint venture, trust, or other enterprise, then, unless such indemnification is ordered by a court, the corporation shall determine, or cause to be determined, in the manner provided under Georgia law, whether or not indemnification is proper under the circumstances because the person claiming such indemnification has met the applicable standards of conduct set forth in Georgia law; and, to the extent it is so determined that such indemnification is proper, the person claiming such indemnification shall be indemnified to the fullest extent now or hereafter permitted by Georgia law.

B. **Indemnification Not Exclusive of Other Rights:** The indemnification provided in the Indemnification Section above shall be deemed exclusive of any other rights to which those seeking indemnification may be entitled under the articles of incorporation or bylaws, or any agreement, vote of members or disinterested trustees, or otherwise, both as to action in his or her official capacity and as to action in another capacity while holding such office, and shall continue as to a person who has ceased to be a trustee,

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officer, employee, director, or agent, and shall inure to the benefit of the heirs, executors, and administrators of such a person.

C. **Insurance:** To the extent permitted by Georgia law, the corporation may purchase and maintain insurance on behalf of any person who is or was a trustee, officer, employee, director, or agent of the corporation, or is or was serving at the request of the corporation as a trustee, officer, employee, director, or agent of another corporation, domestic or foreign, nonprofit or for profit, partnership, joint venture, trust, or other enterprise.

Article XIV
Amendments to Bylaws

These Bylaws may be amended by an affirmative vote of a simple majority of the full membership of the Authority. Bylaw changes shall be distributed no less than thirty days prior to a regular meeting of the Authority and shall be voted upon at the next regular meeting.

Article XV
Parliamentary Procedure

Robert's Rules of Order shall be the parliamentary guide for the Authority, Board of Directors, Executive Committee, and Committees, when not in specific conflict with the provisions of these by-laws.

These bylaws were adopted by a simple majority of the full membership of the Authority the 15th day of October, year of 1998.

Article V, Section A, Number 2b of these Bylaws were amended by a simple majority of the membership of the Authority the 27th day of October, year of 1999.

Article V, Section A, Number 1 and 2b and Article VI, Section C of these Bylaws were amended by a simple majority of the membership of the Authority the 9th day of May, year of 2001.

Article II, Section A, Number 8 and Section B; Article III, Article V Section G; Article VII, Section B; Article VIII, Section A; Article XI; Article XII; Article XIII of these Bylaws were amended by a simple majority of the membership of the Authority the 1st day of March, year of 2002.

Article I; Article II Sections A, A.5; Article IV Section A; Article V Section B, Number 1 and 2, Section C Sections 1 and 2, Section D, Numbers 1 and 2, Section E, Section F, Number 1, 2 and 3; Section H. Article VI, Sections E, F and H; Article VII Section A, Numbers 1, 3, 5a, 5c, 5d, 5e, 5g, 5j; and Article VIII, Section A, B, D, D.b. Number 1b; Article X, Section B; Article XII of these Bylaws were amended by a simple majority of the membership of the Authority the 23rd day of March, year of 2004.

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Article IV Section A of these Bylaws was amended by a simple majority of the membership of the Authority the 24th day of March, year of 2007.

Article VIII Section A of these Bylaws was amended and Article XI and Article XII were inserted into these Bylaws by a simple majority of the membership of the Authority the 23rd day of March, year of 2010.

Article I; Article II Section A Numbers 1, 2, 3, 4, 5, 6, 7, 8, 9, 10; Article III; Article IV Section A; Article V Sections A, B, D, E, F; Article VI Sections B, F, G, H, I, J; Article VII Section A Numbers 1, 2, 3, 5.a, 5.e, 5.h, 5.i, 5.j, 5.k; Article VII Section B; Article VIII Section B; Article VIII Section D Number 1.d of these Bylaws were amended and Article V Section C was inserted into these Bylaws by a simple majority of the membership of the Authority the 23rd day of January, year of 2025.

Certified:
DocuSigned by:
Warren East
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Warren East, Chair

Attested:
Signed by:
Jewel Walker-Harps
EEFED28726DF4EB...
Jewel Walker-Harps, Secretary

AGENDA ITEM SUMMARY

ITEM SUMMARY:

Commissioners to appoint one citizen non-public member to the Three Rivers Regional Commission Board of Directors for a one-year term set to expire 12/31/26 to succeed David Johnson whose term expired 12/31/25.

SPECIAL CONSIDERATIONS OR CONCERNS:

This annual citizen, non-public appointment rotates between the City and Spalding County, and it is the City's responsibility to appoint for 2026.

STAFF RECOMMENDATION:

N/A

FINANCIAL IMPACT:

N/A

Submitted By:
Susan Bartholomew

Meeting Date:
13/01/2026

Reviewed By:
Jessica O'Connor

ATTACHMENTS:
TRRC By-Laws.pdf
NOM Kompelien 12-11-25.pdf
NOM Johnson. D.pdf

BY-LAWS OF THE

THREE RIVERS REGIONAL COMMISSION

ARTICLE I

NAME, LOCATION, AND JURISDICTION

SECTION 1. Name. The name of this organization shall be the Three Rivers Regional Commission, hereinafter called the "Commission".

SECTION 2. Location. The principal office of the Commission shall be located within its boundaries at such location as the Council shall designate. Additional offices or locations may be established within the Commission's boundaries as its Council, from time to time, may deem necessary or desirable.

SECTION 3. Membership in the Regional Commission. Eligible member counties of the Commission are: Butts, Carroll, Coweta, Heard, Lamar, Meriwether, Pike, Spalding, Troup, and Upson including the municipal governments within those counties.

SECTION 4. Expanded Members. No additional county may be admitted to this Commission except by affirmative vote of the majority of the county governments of the Commission and with prior approval of the State of Georgia.

SECTION 5. Membership Withdrawal. No member county may withdraw except by action of the Board of the Georgia Department of Community Affairs and by applicable Georgia Laws.

SECTION 6: Active Participation. Active participation is defined as those member governments who actively participate in the overall economic development planning for this area and this Commission and who comply with the provisions as set forth in this article.

Each municipality and county within the boundaries of the Commission shall automatically be a member; provided, however, to be deemed an Active Participant and be eligible to be represented by membership on the Council or to serve on a Committee, as hereafter set forth in these By-laws, the member shall be current in payment of its annual dues assessment, as established by the Council.

ARTICLE II

PURPOSE & MISSION

SECTION 1. Purpose Defined. The Commission is established as a public agency and instrumentality of its members. The Commission is a local government entity, organized pursuant to Article II of Chapter 8 of Title 50 of the Official Code of Georgia for the purpose of developing, promoting and assisting in member local governments in establishing coordinated and comprehensive land use, environmental, transportation , and historic preservation planning, to assist local governments participate in an orderly process for coordinated and comprehensive planning, to assist local governments prepare and implement comprehensive plans which will develop and promote the essential public interests of the State of Georgia and its citizens and advance positive governmental relations among the State, regional, and local levels of government.

The Commission, as authorized by resolution of its Council and consistent with federal and state law, shall perform the duties, responsibilities, and functions and may exercise the power and authority more particularly set forth or described in O.C.G.A. Sec. 50-8-35.

ARTICLE III

MEMBERSHIP APPOINTMENTS AND TERMS OF OFFICE

SECTION 1. Council Members, Terms of Office. The Commission shall be governed by a Council (hereafter, the "Council"), established in accordance with O.C.G.A. Sec. 50-8-34 and these By-laws. In the event of any conflict between these By-laws and the statute, the statute shall be controlling.

The Council shall be composed of at least thirty-five (35) members, as follows:

a. The chief elected official of each county governing body for a period of time concurrent with such elected official's term of elected office; however, if the chief elected official is unable to serve, he or she shall appoint another elected official of the county governing body for such official's term of elected office.
b. One elected official from one municipality in each county for a period of time concurrent with such official's term of elected office; in the absence of an agreement to the contrary, such member shall be the chief elected official of the governing body of the municipality that serves as the county seat for the county; provided, however, if he or she is unable to serve, he or she shall appoint another elected official of his or her municipality for a period of time concurrent with such elected official's term of office; provided, however, all elected municipal officials of the municipalities within a county may caucus

and select an alternative method for selection of the municipal representative and present such method to the Council for approval by amendment to the By-laws.

c. Three residents of the region appointed by the Governor, each for a term of two years; one of such appointees shall be a member of a school board located within the region or a superintendent of schools within the region, and two of such appointees shall be nonpublic council members.
d. One nonpublic member from the region appointed by the Lieutenant Governor for a term of two years. .
e. One nonpublic member from the region appointed by the Speaker of the House of Representatives for a term of two years.
f. Ten additional nonpublic representatives appointed by the county and municipal representatives jointly appointed from their respective member counties. They shall be appointed for a term of one year.
g. The members of the original council shall serve terms of office in accordance with these by-laws until their successor is named.

SECTION 2. Non-public Representation. Certain federal contracts require a minimum of 35% of the Council Members shall be Non-public representatives, where "Non-public Representative" is defined as an individual in a responsible decision making position in a for profit organization, or that individual's representative. A minimum of one member of this category must be a representative from:

a. Executive Directors of Chambers of Commerce within the Region; or
b. Institutions of post-secondary education; or
c. Workforce development groups; or
d. Labor groups.

SECTION 3. Residency. Domicile within a county within the region shall be a prerequisite for appointment as a Council member.

SECTION 4. Termination. The term of a member shall be terminated immediately upon:

a. Resignation by a member;

b. Death of a member or inability to serve as a member due to a medical infirmity or other incapacity; or

c. Any change in local elective office or domicile of a member, which would cause the composition of the Council not to comply with the requirements of these By-Laws or applicable Georgia Law.

SECTION 5. Vote. Each member of the Council shall have one vote.

SECTION 6. Compensation. All Council Members shall serve without compensation; however, Council members may be reimbursed for reasonable expenses while on Council business in accordance with the Travel Policies adopted by the Council for the Commission.

ARTICLE IV

DUTIES OF THE COUNCIL

SECTION 1. Council Oversight. The Council shall manage the Commission's affairs in accordance with its By-Laws. It shall direct the investment of and care for Commission funds, make appropriations for specific purposes directly connected with Commission activities, take measures to advance the interests of the Commission, and generally direct its business.

SECTION 2. Executive Director. The Council shall appoint an Executive Director, who shall serve at the pleasure of the Council and shall be subject to appointment and removal by a majority vote of the members of the Council. The Executive Director shall be responsible for carrying out the specific programs in accordance with the objectives of the Commission and the policies established by the Council. The Executive Director shall be the chief executive officer of the Commission and shall have the authority and responsibility for the day-to-day administration of Commission affairs.

The Executive Director shall have sole responsibility for employing and releasing personnel.

SECTION 3. Formation of Committees. The Council may also establish such committees, as the Council shall deem appropriate.

SECTION 4. Annual Work Program. The Council shall adopt an annual work program based on its determination of the policies and programs to be implemented and operated by the Commission as may be provided or authorized by law.

SECTION 5. Annual Budget. The Council shall adopt the Commission's annual budget to support the annual work program.

SECTION 6. Performance Standards. The Council shall require performance standards for measurement of the activities of the Commission. The Council shall conduct an annual performance review of the Executive Director of the Commission measured by standards developed by the Council.

SECTION 7. Dues Assessment. The Council shall determine the per capita dues assessment for member governments; provided that the minimum per capita dues shall be $1.00.

ARTICLE V

OFFICERS OF THE COUNCIL

SECTION 1. Officers Defined. The Council shall elect from among its council members a chairperson, vice chairperson, and secretary who shall serve for a term of two years and until their successors are elected and qualified. The Executive Director shall serve as Treasurer by virtue of his position.

SECTION 2. Election of Officers. Officers of the Council shall be elected at the biennially January Council meeting and shall take office (for the year beginning January 1) upon their election. They shall serve for a term of two (2) years. Officers may succeed themselves. .

SECTION 3. Vacancy. In the event of a vacancy in the office of Chairperson, Vice-Chairperson, or Secretary, the Council shall expeditiously elect a replacement. Such election shall be by a majority vote of a quorum of the next regular meeting. Newly elected officers shall take office immediately upon election and serve out the remaining term.

ARTICLE VI

DUTIES OF OFFICERS

SECTION 1. Duties of the Chairperson/Vice Chairperson. The Chairperson, or in his absence, the Vice-Chairperson shall preside over all meetings of the Council. In the absence of both, the Secretary shall preside. In the absence of all three elected officers, a temporary presiding officer shall be elected from among the members present. The Chairperson shall exercise general supervision over all affairs of the Commission. The Chairperson shall be an ex-officio member of all committees.

SECTION 2. Formation of Committees. The Council may also authorize the formation of advisory committees, which shall assist the Council in carrying out its duties. The advisory committees may be composed of Council members and interested citizens. The Committees shall be appointed by the Chairperson at the regular July meeting and at any other time as deemed necessary by the Council.

SECTION 3. Duties of the Secretary. The Secretary shall attend all meetings of the Council and shall be responsible for duly recording the proceedings thereof. In case of his/her absence from a meeting, he/she shall appoint a substitute, subject to approval of the Chairperson. The Secretary shall perform all other duties assigned by the Council. Such staff assistance as the Secretary may deem necessary shall be provided by the Executive Director.

SECTION 4. Duties of the Treasurer. As Treasurer, the Executive Director shall furnish such bond as the Council may require. He/she shall ascertain that all monies due the Commission are collected and deposited in the name of the Commission in such bank or banks, as the Council shall direct. He/she shall have charge of the books of account of the Commission, and shall render a monthly statement of same along with other reports when requested by the Council. He/she shall be responsible for paying all Commission bills and shall ensure that an annual report and audit of the books of account are prepared by a certified public accountant is distributed to the Council and other interested parties as required by law.

SECTION 5. Powers and Privileges not Specifically Assigned. Powers and privileges not specifically assigned to the officers in these By-Laws and not contrary thereto are reserved to the Council.

ARTICLE VII

COMMISSION MEETINGS

SECTION 1. Number of Meetings. The Council shall hold regular meetings not less than four times a year and at such time and place as the Council may determine.

SECTION 2. Annual Meeting. The Commission shall hold an annual meeting which shall serve as the regular meeting for the month of June.

SECTION 3. Quorum Defined. A quorum of the Council shall be defined as a majority of the members of the Council. A quorum shall be present at any Council meetings at which Council business is transacted.

SECTION 4. Public Meeting. All meetings of the Council shall be open to the public.

SECTION 5. Rules of Procedure. The Council, shall by resolution, adopt rules of procedure.

SECTION 6. Agenda. There shall be an agenda for each regular and called meeting of the Council. The agenda will be submitted to the members a minimum of seventy-two (72) hours in advance of the meeting. The agenda shall be prepared by the Executive Director after consultation with the Chairperson.

ARTICLE VIII

FINANCE

SECTION 1. Fiscal Year Defined. The fiscal year of the Commission shall be from July 1st to June 30th.

SECTION 2. Budget. The proposed annual operating budget shall be submitted to the Council for consideration no later than the last meeting of the fiscal year. The Council shall adopt the annual operating budget for the Commission no later than the last day of June.

SECTION 3. Auditor. The Council shall select an independent auditor for the Commission.

ARTICLE IX

EQUAL OPPORTUNITY EMPLOYMENT POLICY

SECTION 1. EEO Policy. The internal and external affairs of the Commission shall be administered in strict compliance with the letter and spirit of all applicable local, state, and federal laws or administrative regulations pertinent to equal employment opportunity. Specific policies in support of this commitment shall be included in the Commission's Personnel Policies and Procedures Manual. The Executive Director shall be responsible to the Council for the implementation of these guidelines.

ARTICLE X

AMENDMENTS

SECTION 1. Vote Requirement. These By-Laws may be amended, supplemented, or superseded only by an affirmative vote of not less than two-thirds of the members of the Council; provided, however, members shall be given at least ten days prior written notice of such proposed amendments.

ARTICLE XI

ENACTMENT

These By-Laws were adopted by the Council of the Three Rivers Regional Commission at a duly constituted meeting on July 30, 2009.

NOMINATION FOR APPOINTMENT

Profile

Office of the City Manager, Jessica O'Connor
One Griffin Center | 100 S. Hill Street-P.O. Box T | Griffin, GA 30224
P 770.229.6408 F 678.692.6403 W cityofgriffin.com

Which Boards would you like to apply for?

Three Rivers Regional Commission: Submitted

Ebony (First Name) | (Middle Initial) | Kompelien (Last Name)

195 Steele Road (Home Address) | (Suite or Apt)

Griffin (City) | GA (State) | 30223 (Postal Code)

Home: (678) 603-0200 (Primary Phone) | (Alternate Phone)

kompfam1@gmail.com (Email Address)

Full Time Student (Employer) | Student (Occupation)

Business Address:

195 Steele Road Griffin, GA 30223

Do you live within the city limits or in the county? *

- [x] In the county

Experience

Education / Experience / Background:

Currently completing a Bachelor of Science in Political Science at Liberty University (finishing December 2025), I've built a strong foundation in public administration, policy analysis, and government processes. My academic work aligns closely with my hands-on experience in county operations, allowing me to connect classroom concepts to real administrative challenges. Through this combination of coursework and practical service, I've developed a grounded understanding of how local government functions and how effective policy supports community needs. If selected for a board or committee, I'd bring both academic insight and practical perspective to the role.

Other Committees, Boards, Authorities, etc. presently serving on:

Other pertinent information:

American Business Women Association (ABWA) - Co-Chair Membership Fayetteville Democratic Women FDW - Assistant Sectary Pre-Law Society - Member The National Society of Leadership and Success - Member

By submitting this application, I affirm that the facts set forth in it are true and complete. I understand that if I am appointed, any false statements, omissions or other misrepresentations made by me on this application may result in my immediate dismissal. I understand that I will not be paid and that filling out an application does not guarantee my appointment.

Nominee / Nominator Signature: _____

Ebony Kompelien

Ebony_Kompelien_December_2025.pdf

Upload a Resume

NOMINATION FOR APPOINTMENT

Profile

Office of the City Manager, Jessica O'Connor
One Griffin Center | 100 S. Hill Street-P.O. Box T | Griffin, GA 30224
P 770.229.6408 F 678.692.6403 W cityofgriffin.com

Which Boards would you like to apply for?

Three Rivers Regional Commission: Appointed

David (First Name) | M (Middle Initial) | Johnson (Last Name)

Home Address | Suite or Apt

City | State | Postal Code

Primary Phone | Alternate Phone

Email Address

One Flesh Business Solutions, Inc. (Employer) | Operations (Occupation)

Business Address:

14 Hudson Rd Griffin, GA 30224

Do you live within the city limits or in the county? *

☑ In the county

Experience

Education / Experience / Background:

Bachelors degree / Experience in serving on several boards, building relationships, pushing set goals forward and directing discussions toward new or common goals. / My background revolves around positivity, high energy, open discussions, motivational speaking, operations, coaching and ministry.

Other Committees, Boards, Authorities, etc. presently serving on:

Current Joint County Three Rivers Comm Appointment, Griffin Spalding Chamber Board / UGA Griffin Campus Board of Visitors / Griffin Region College & Career Academy Board, Griffin Collaborative

Other pertinent information:

I’m a Husband, Father of 3 boys and a owner of a International Payment Processing Company.

By submitting this application, I affirm that the facts set forth in it are true and complete. I understand that if I am appointed, any false statements, omissions or other misrepresentations made by me on this application may result in my immediate dismissal. I understand that I will not be paid and that filling out an application does not guarantee my appointment.

Nominee / Nominator Signature: _____

David Johnson

Upload a Resume

AGENDA ITEM SUMMARY

ITEM SUMMARY:

Commissioners to appoint two At-Large Members to the Griffin-Spalding Area Transportation Committee for annual terms to expire 12/31/26 to succeed Jason Chance and Chuck Copeland whose terms expired 12/31/25, along with Ex-Officio City Fire Chief or designee and Ex-Officio City Police Chief or designee for annual terms to expire 12/31/25.

SPECIAL CONSIDERATIONS OR CONCERNS:

These annual appointments are for the terms of two City At-Large Members. The City Department appointee who holds an annual position is Mariza Eller, Director of Public Works. The Ex-Officio Fire and Law Enforcement appointment is held by Chief John Hamilton. The Ex-Officio position for City Police is held by Capt. Daniel Jett. The City Manager serves by position. This Committee meets the 3rd Wednesday of the odd numbered months at 1:30 p.m. in the County Annex.

STAFF RECOMMENDATION:

N/A

FINANCIAL IMPACT:

N/A

Submitted By:
Susan Bartholomew

Meeting Date:
13/01/2026

Reviewed By:
Jessica O'Connor

ATTACHMENTS:
GS Area Trans Comm.pdf
Nom Ward GSATC.pdf

A RESOLUTION RELATIVE TO THE ORGANIZATION OF, AND THE PROCEDURES FOR, THE DISPOSITION OF BUSINESS DURING THE MEETINGS OF THE GRIFFIN-SPALDING AREA TRANSPORTATION COMMITTEE

WHEREAS, well-organized meetings allow a Griffin-Spalding Area Transportation Committee to reach decisions in a fair and efficient manner, and,

WHEREAS, parliamentary procedure is the framework for organizing and conducting meetings; and,

WHEREAS, a parliamentary procedure provides the rules by which a board debates an issue and then comes to a decision.

NOW, THEREFORE, BE IT RESOLVED that all meetings of the Griffin-Spalding Area Transportation Committee shall be conducted in accordance with the provisions of this Resolution relative to organization of its meetings and procedures for the disposition of its business during those meetings.

ARTICLE 1. MEETINGS ORGANIZATION

Section 1-01. Open Meetings. All meetings of the Griffin-Spalding Area Transportation Committee shall be held in accordance with the provisions of Open and Public Meetings Law, 50-14-1 et seq. of the Official Code of Georgia Annotated (O.C.G.A.).

Section 1-02. Public Access to Meetings. The public shall at all times be afforded access to all meetings other than closed meetings.

Section 1-03. Quorum. A quorum must be present for conducting meetings of the board. A quorum is a majority of all of the members of the board then in office. It is the duty of the chairman to enforce this rule. Any committee member may raise a point of order directed to the chairman if he believes that a quorum is not present. If, during the course of a meeting, a committee member leaves and a quorum no longer exists, the meeting cannot continue. If a quorum is not attained within thirty minutes, the meeting will be rescheduled by the chairman with the approval of the committee members present.

Section 1-04. Voting Majority. Motions may be made for any item on the agenda, except those items which are raised during the "Report of Committee Members" Section of the agenda. Passage of a motion shall require the affirmative vote of a majority of committee members present and voting at a meeting at which a quorum is present. Unless otherwise specified in these procedures, a majority shall mean more than ½ of the committee members present. Where

a 2/3-majority vote is specified, a majority vote shall mean at least 2/3 of the committee members present.

Section 1-05. Abstentions. A committee member shall vote on all motions unless he has a conflict of interest that would prevent him from making a decision in a fair and legal manner. If a conflict of interest does exist, the committee member shall explain for the record his decision to abstain on any vote.

Section 1-06. Chairman. The committee shall select a chairman from the board members at the beginning of each state calendar year beginning January 2006. The chairman of the Griffin-Spalding Area Transportation Committee is responsible for the orderly conduct of the meeting. In order to fulfill this duty, the chairman must enforce the rules of procedure that are adopted by the Griffin-Spalding Area Transportation Committee. The chairman shall be impartial and conduct the meetings in a fair manner; however, nothing in these rules shall be construed to prevent the chairman from making or seconding a motion, or from participating in any debate. The chairman is eligible to serve successive terms as chairman.

Section 1-07. Vice Chairman. The committee shall select a vice chairman from the board members at the beginning of each state calendar year beginning January 2006. The vice chairman shall fulfill the duties of the chairman if the chairman is not in attendance. The vice chairman is eligible to serve successive terms as vice chairman.

If the chairman and the vice chairman are absent and a quorum is present, the remaining committee members shall select a committee member to serve as temporary chairman of the meeting until either the chairman or vice chairman is present at the meeting.

Section 1-08. Membership. Membership of the Griffin-Spalding Area Transportation Committee shall be fixed as previously agreed to by the Board of Commissioners for the City of Griffin and the County of Spalding. Membership shall be constituted as follows: Two commissioners selected among the City of Griffin Board of Commissioners; two commissioners selected among the Spalding County Board of Commissioners; two general appointments made by the City of Griffin Board of Commissioners; two general appointments made by the Spalding County Board of Commissioners; the City Manager of Griffin; the County Manager of Spalding County; one department head or other appointed official representing the City of Griffin; one department head or other appointed official representing the County of Spalding; the Executive Director of the Griffin-Spalding Chamber of Commerce; the Executive Director of the Griffin-Spalding Development Authority; and an official designated by the Griffin-Spalding School System.

Furthermore, the Executive Director of the McIntosh Trail Regional Development Center; two representatives selected among the City of Griffin's fire service and law enforcement personnel; two representatives selected among Spalding County's fire service and law enforcement personnel; and one or more representatives as designated by the Georgia Department of Transportation shall serve as ex-officio members.

Members shall be appointed for an entire term of service, which shall be one year, except when an interim appointment is made to fill a vacancy created by the death, resignation or discharge of a committee member. The original appointing authority shall make interim appointments. In the event an interim appointment is made, the new member's term shall be for the balance of the unexpired term of the vacating member.

The membership shall elect among itself a committee secretary by majority vote at the beginning of each state calendar year, beginning January 2006. The committee secretary shall act as the custodian of files, documents, and pertinent records held by the Griffin-Spalding Area Transportation Committee. The committee secretary shall also direct the preparation of all required notices, agendas and meeting minutes associated with the proceedings of the Committee, subject to direction by the chairman and committee membership. The committee secretary shall be eligible to serve successive terms.

Section 1-08-01. Attendance. Any member with three consecutive unexcused absences may be replaced (all inclusive, regardless of position).

Section 1-08-02. Alternates. Should the person designated by the original resolution not be able to serve, he or she shall be allowed to appoint an approved, permanent alternate.

Section 1-09. Agenda. The committee secretary, with the advice of the chairman and the committee members, shall prepare an agenda of subjects to be acted on for each meeting. The agenda shall be made available to the committee members at least one business day before every board meeting.

Any request to be placed on the agenda for any regular meeting, including supporting documentation, must be received by the committee secretary on or before 5:00 p.m. on the tenth business day that precedes the regular meeting.

The order of the agenda may be changed during a meeting by a majority vote of the board. A new subject that requires urgent attention may be added to the agenda during a meeting by a 2/3-majority vote of the board.

Section 1-10. Reserved.

Section 1-11. Adoption of Minutes. The secretary to the committee shall promptly record the minutes for each board meeting. The minutes serve as the official written record of the board meeting and shall be open for public inspection once approved as official by the board but in no case later than immediately following the next regular meeting of the board. The minutes shall specify the names of committee members present at the meeting, a description of each motion or other proposal made at the meeting, the committee member who proposed each motion, the committee member who seconded each motion, and a record of all votes. In the case of a roll-call vote, the name of each committee member voting for or against a proposal shall be recorded. It shall be presumed that a committee member has voted in the affirmative unless the minutes

show otherwise. More detailed information may be included in the minutes at the request of the board.

The board must approve the minutes before they can be considered as an official record of the board. A copy of the minutes from the previous meeting shall be distributed to the committee members at least one business day before the following meeting. The minutes of the previous meeting shall be corrected and approved by the board at the beginning of each meeting. A majority vote is required for approval. Conflicts about the content of the minutes shall be decided by majority vote. Upon being approved, the minutes shall be signed by the chairman and attested to by the secretary of the Griffin-Spalding Area Transportation Committee.

Section 1-12. Order of Business. All regular board meetings should follow an established order of business. The order is as follows:

I. Opening (Call to Order)
II. Presentations, Proclamations and Recognitions
III. Public Comments
IV. Adoption of Minutes
V. Old Business
VI. New Business
VII. Report of Chairman
VIII. Report of Committee Members
IX. Adjournment

Section 1-13. Decorum. All committee members should conduct themselves in a professional and courteous manner. All remarks should be directed to the chairman rather than to individual committee members, staff or citizens in attendance. Personal remarks are inappropriate.

A committee member should not speak at a meeting until the chairman has recognized him. All comments made by a committee member shall address the motion or item being discussed.

The chairman shall enforce these rules of decorum. If a committee member believes that a rule has been broken, he can raise a point of order. A second is not required. The chairman can rule on the question or he can allow the board to debate the issue and decide the issue by a majority vote.

Section 1-14. Public Participation. Public participation in meetings of the Griffin-Spalding Area Transportation Committee shall be permitted in accordance with the provisions of this section.

1-14-01. Reserved.

1-14-02. Public Comments. The third agenda item shall be reserved for comments from citizens who did not ask to be placed on the agenda. These individuals will be

allotted five (5) minutes to make their comments relative to matters pertinent to the jurisdiction of the Griffin-Spalding Area Transportation Committee.

Prior to the recognition of any citizen for comments related to the citizen comment or public comment section of the agenda, the chairman shall read the following statement:

> "Let me welcome those of you in the audience who have taken the time to attend our meeting. At this time, I will recognize those citizens who have asked to be placed on the agenda and subsequently any member of the public who desires to address the board. After those citizens who have been placed on the agenda have completed their comments, I will open the floor to comments from the audience, beginning on my right. If you wish to address the board, please raise your hand to be recognized, come to the podium, state your name and address for the record. All speakers who are recognized will be allotted five (5) minutes. No speaker will be permitted to speak more than five (5) minutes or more than once, unless the board votes to suspend the rules.
>
> We look forward to your comments and in no way mean to diminish anyone's right to speak freely, to advise us about an issue of community interest, to let us know how you feel about a matter that is under consideration, or to request that we address some problem that you have experienced with a department or agency under our control. However, we do ask that you make your comments as brief as possible and confine your comments to matters pertinent to our jurisdiction.
>
> Please direct your remarks to the board and not to individual committee members or to the audience. Personal disagreements with individual committee members are not a matter of public concern, and personal attacks will not be tolerated. Consequently, the chairman has the right to limit your comments in the interest of disposing of the Committee's business in an efficient and respectable manner."

Section 1-14-03. Public Participation on Agenda Items. By a majority vote, the board may allow public comment on an agenda item at the time the item is being considered by the board. These comments must be limited to the subject that is being debated. Members of the public may speak for five (5) minutes and may only speak once. These limits can be waived by a majority vote of the board. Anyone wishing to speak at any board meeting must be recognized by the chairman before addressing the board.

Section 1-14-04. Decorum. Members of the public shall not make inappropriate or offensive comments at a board meeting and are expected to comply with the rules of decorum that are established for committee members. Individuals who violate any rules of the board may be ruled out of order by the chairman or on a point of order made by a committee member. A majority vote of the board will rule on the point of order. An

individual who violates the rules of decorum may be removed from the meeting at the direction of the chairman.

Section 1-14-05. Public Hearings. The board may schedule public hearings on the first Wednesday of the month for the purpose of soliciting public comment on any subject of interest to the board. The time and place for any and all public hearings will be determined by the Board in accordance with the Open and Public Meetings Law, codified at O.C.G.A. 50-14-1 et seq.

Section 1-15. Parliamentarian. The committee secretary shall serve as the parliamentarian for the meetings.

Section 1-16. Amendments to Rules. Any amendments to the rules of order must be submitted by a committee member in writing to the committee secretary on or before 5:00 p.m. on the tenth business day that precedes the meeting of the board. The proposed amendment shall be included in the agenda for that meeting and distributed to all board members. All amendments require a 2/3-majority vote of the board to be adopted.

Section 1-17. Regular Meetings. Regular meetings of the Griffin-Spalding Area Transportation Committee shall be held at 1:30 p.m. on the third Wednesday of odd-numbered (alternating) months. A notice containing the foregoing information shall be posted and maintained in a conspicuous place available to the general public at the regular meeting place of the board.

Section 1-18. Special Meetings and Rescheduled Regular Meetings. A regular meeting may be canceled, rescheduled or moved to a new location within the county by the chairman for any reason. Other special meetings may be scheduled by the chairman or at the request of five (5) committee members. Whenever a rescheduled regular meeting, or any other special meeting, is to be held at a time or place other than the regularly scheduled time or place, written notice of the change shall be posted for at least 24 hours at the place of the regular meetings. In addition, the committee secretary shall give written or oral notice at least 24 hours in advance of the meeting to each member of the committee.

Section 1-19. Emergency Meetings. When emergency circumstances occur, the committee may hold a meeting with less than 24 hours' notice to the public. When such meetings are to be held, the secretary shall provide notice to each member of the committee as soon as possible. The notice shall include the subjects expected to be considered at the meeting. In addition, the minutes shall reflect the reason for the emergency meeting and the nature of the notice given to the media.

Section 1-20. Closed Sessions. Closed meetings of the board may be held for the purpose of conducting business excepted from public access requirements as authorized by 50-14-1 et seq. of the Official Code of Georgia Annotated. Where a meeting of the board is devoted in part to matters within the authorized exceptions to public access requirements, any portion of the meeting not subject to any such exceptions shall be open to the public. No closed meeting shall be held except pursuant to a majority affirmative vote of the Griffin-Spalding Area Transportation Committee taken in a public meeting.

The minutes of the open meeting shall reflect the names of the committee members present, those voting for the closed meeting and the specific reasons for the closed meeting. Minutes of the closed meetings are maintained by the secretary in a confidential file and are only available for public inspection as may be required by 50-14-1 et seq. and their rules.

Section 1-21. Suspending the Rules of Order. Rules of order may be suspended. A motion to suspend the rules requires a second, is debatable and requires a 2/3-majority vote of the board. Rules governing quorum (Section 1-03), voting methods and requirements (Section 1-04 and Section 1-05), the notification to committee members of meetings (Section 1-17 and Section 1-19) and rules necessary for compliance with state law cannot be suspended.

Section 1-22. Committees. The chairman, with the concurrence of the board, may create committees of members of the board to study any issue before the board. Any such committees may make recommendations to the Griffin-Spalding Area Transportation Committee but no committee shall be empowered to make any final decision on any matter before it for consideration. In addition to board members, committees may include other county officials, staff or citizens at large. Whenever a committee is created, its duties, any limitation on the scope of its duties, and the times, places and periods of time for which the committee may operate shall be determined by the chairman with the concurrence of the board. The chairman shall serve as an ex-officio member of all committees.

Section 1-23. Visual and Sound Recordings. Visual, sound, and visual and sound recordings shall be permitted for all public meetings.

Section 1-24. Reference to Robert's Rules of Order. To the extent not provided for in, and not conflicting with the spirit of, these rules, the chairman shall refer to Robert's Rules of Order to resolve procedural questions.

Amended this, the 18th day of May, 2005.

_____
Doug Hollberg
Chairman

_____
Teresa A. Watson
Secretary to the Committee

NOMINATION FOR APPOINTMENT

Profile

Office of the City Manager, Jessica O'Connor
One Griffin Center | 100 S. Hill Street-P.O. Box T | Griffin, GA 30224
P 770.229.6408 F 678.692.6403 W cityofgriffin.com

Which Boards would you like to apply for?

Griffin-Spalding County Area Transportation Committee: Submitted

Tyrone (First Name) | (Middle Initial) | Ward (Last Name)

419 Palace St (Home Address) | (Suite or Apt)

Griffin (City) | GA (State) | 30223 (Postal Code)

Home: (770) 412-2573 (Primary Phone) | Home: (770) 228-2842 (Alternate Phone)

biggameman69@gmail.com (Email Address)

Retired (Employer) | Retired (Occupation)

Business Address:

419 Palace St

Do you live within the city limits or in the county? *

☑ Within city limits

Experience

Education / Experience / Background:

Retired from Delta Airlines

Other Committees, Boards, Authorities, etc. presently serving on:

County Park and Recreation Griffin Masonic Lodge 317 Bokar 166 Shriners

Other pertinent information:

By submitting this application, I affirm that the facts set forth in it are true and complete. I understand that if I am appointed, any false statements, omissions or other misrepresentations made by me on this application may result in my immediate dismissal. I understand that I will not be paid and that filling out an application does not guarantee my appointment.

Nominee / Nominator Signature: _____

Upload a Resume

AGENDA ITEM SUMMARY

ITEM SUMMARY:

Commissioners to appoint two Commissioners to the Griffin-Spalding Area Transportation Committee for annual terms to expire 12/31/26 to succeed Commissioner Truman Tinsley and Commissioner Brad Wright whose terms expired 12/31/25.

SPECIAL CONSIDERATIONS OR CONCERNS:

This committee meets on the third Wednesday of odd-numbered, alternating months at 1:30 p.m. in the County Annex.

STAFF RECOMMENDATION:

N/A

FINANCIAL IMPACT:

N/A

Submitted By:
Krisolin Sanford

Meeting Date:
13/01/2026

Reviewed By:
Jessica O'Connor

ATTACHMENTS:
GS Area Transportation Committee.pdf

A RESOLUTION RELATIVE TO THE ORGANIZATION OF, AND THE PROCEDURES FOR, THE DISPOSITION OF BUSINESS DURING THE MEETINGS OF THE GRIFFIN-SPALDING AREA TRANSPORTATION COMMITTEE

WHEREAS, well-organized meetings allow a Griffin-Spalding Area Transportation Committee to reach decisions in a fair and efficient manner, and,

WHEREAS, parliamentary procedure is the framework for organizing and conducting meetings; and,

WHEREAS, a parliamentary procedure provides the rules by which a board debates an issue and then comes to a decision.

NOW, THEREFORE, BE IT RESOLVED that all meetings of the Griffin-Spalding Area Transportation Committee shall be conducted in accordance with the provisions of this Resolution relative to organization of its meetings and procedures for the disposition of its business during those meetings.

ARTICLE 1. MEETINGS ORGANIZATION

Section 1-01. Open Meetings. All meetings of the Griffin-Spalding Area Transportation Committee shall be held in accordance with the provisions of Open and Public Meetings Law, 50-14-1 et seq. of the Official Code of Georgia Annotated (O.C.G.A.).

Section 1-02. Public Access to Meetings. The public shall at all times be afforded access to all meetings other than closed meetings.

Section 1-03. Quorum. A quorum must be present for conducting meetings of the board. A quorum is a majority of all of the members of the board then in office. It is the duty of the chairman to enforce this rule. Any committee member may raise a point of order directed to the chairman if he believes that a quorum is not present. If, during the course of a meeting, a committee member leaves and a quorum no longer exists, the meeting cannot continue. If a quorum is not attained within thirty minutes, the meeting will be rescheduled by the chairman with the approval of the committee members present.

Section 1-04. Voting Majority. Motions may be made for any item on the agenda, except those items which are raised during the "Report of Committee Members" Section of the agenda. Passage of a motion shall require the affirmative vote of a majority of committee members present and voting at a meeting at which a quorum is present. Unless otherwise specified in these procedures, a majority shall mean more than ½ of the committee members present. Where

a 2/3-majority vote is specified, a majority vote shall mean at least 2/3 of the committee members present.

Section 1-05. Abstentions. A committee member shall vote on all motions unless he has a conflict of interest that would prevent him from making a decision in a fair and legal manner. If a conflict of interest does exist, the committee member shall explain for the record his decision to abstain on any vote.

Section 1-06. Chairman. The committee shall select a chairman from the board members at the beginning of each state calendar year beginning January 2006. The chairman of the Griffin-Spalding Area Transportation Committee is responsible for the orderly conduct of the meeting. In order to fulfill this duty, the chairman must enforce the rules of procedure that are adopted by the Griffin-Spalding Area Transportation Committee. The chairman shall be impartial and conduct the meetings in a fair manner; however, nothing in these rules shall be construed to prevent the chairman from making or seconding a motion, or from participating in any debate. The chairman is eligible to serve successive terms as chairman.

Section 1-07. Vice Chairman. The committee shall select a vice chairman from the board members at the beginning of each state calendar year beginning January 2006. The vice chairman shall fulfill the duties of the chairman if the chairman is not in attendance. The vice chairman is eligible to serve successive terms as vice chairman.

If the chairman and the vice chairman are absent and a quorum is present, the remaining committee members shall select a committee member to serve as temporary chairman of the meeting until either the chairman or vice chairman is present at the meeting.

Section 1-08. Membership. Membership of the Griffin-Spalding Area Transportation Committee shall be fixed as previously agreed to by the Board of Commissioners for the City of Griffin and the County of Spalding. Membership shall be constituted as follows: Two commissioners selected among the City of Griffin Board of Commissioners; two commissioners selected among the Spalding County Board of Commissioners; two general appointments made by the City of Griffin Board of Commissioners; two general appointments made by the Spalding County Board of Commissioners; the City Manager of Griffin; the County Manager of Spalding County; one department head or other appointed official representing the City of Griffin; one department head or other appointed official representing the County of Spalding; the Executive Director of the Griffin-Spalding Chamber of Commerce; the Executive Director of the Griffin-Spalding Development Authority; and an official designated by the Griffin-Spalding School System.

Furthermore, the Executive Director of the McIntosh Trail Regional Development Center; two representatives selected among the City of Griffin's fire service and law enforcement personnel; two representatives selected among Spalding County's fire service and law enforcement personnel; and one or more representatives as designated by the Georgia Department of Transportation shall serve as ex-officio members.

Members shall be appointed for an entire term of service, which shall be one year, except when an interim appointment is made to fill a vacancy created by the death, resignation or discharge of a committee member. The original appointing authority shall make interim appointments. In the event an interim appointment is made, the new member's term shall be for the balance of the unexpired term of the vacating member.

The membership shall elect among itself a committee secretary by majority vote at the beginning of each state calendar year, beginning January 2006. The committee secretary shall act as the custodian of files, documents, and pertinent records held by the Griffin-Spalding Area Transportation Committee. The committee secretary shall also direct the preparation of all required notices, agendas and meeting minutes associated with the proceedings of the Committee, subject to direction by the chairman and committee membership. The committee secretary shall be eligible to serve successive terms.

Section 1-08-01. Attendance. Any member with three consecutive unexcused absences may be replaced (all inclusive, regardless of position).

Section 1-08-02. Alternates. Should the person designated by the original resolution not be able to serve, he or she shall be allowed to appoint an approved, permanent alternate.

Section 1-09. Agenda. The committee secretary, with the advice of the chairman and the committee members, shall prepare an agenda of subjects to be acted on for each meeting. The agenda shall be made available to the committee members at least one business day before every board meeting.

Any request to be placed on the agenda for any regular meeting, including supporting documentation, must be received by the committee secretary on or before 5:00 p.m. on the tenth business day that precedes the regular meeting.

The order of the agenda may be changed during a meeting by a majority vote of the board. A new subject that requires urgent attention may be added to the agenda during a meeting by a 2/3-majority vote of the board.

Section 1-10. Reserved.

Section 1-11. Adoption of Minutes. The secretary to the committee shall promptly record the minutes for each board meeting. The minutes serve as the official written record of the board meeting and shall be open for public inspection once approved as official by the board but in no case later than immediately following the next regular meeting of the board. The minutes shall specify the names of committee members present at the meeting, a description of each motion or other proposal made at the meeting, the committee member who proposed each motion, the committee member who seconded each motion, and a record of all votes. In the case of a roll-call vote, the name of each committee member voting for or against a proposal shall be recorded. It shall be presumed that a committee member has voted in the affirmative unless the minutes

show otherwise. More detailed information may be included in the minutes at the request of the board.

The board must approve the minutes before they can be considered as an official record of the board. A copy of the minutes from the previous meeting shall be distributed to the committee members at least one business day before the following meeting. The minutes of the previous meeting shall be corrected and approved by the board at the beginning of each meeting. A majority vote is required for approval. Conflicts about the content of the minutes shall be decided by majority vote. Upon being approved, the minutes shall be signed by the chairman and attested to by the secretary of the Griffin-Spalding Area Transportation Committee.

Section 1-12. Order of Business. All regular board meetings should follow an established order of business. The order is as follows:

I. Opening (Call to Order)
II. Presentations, Proclamations and Recognitions
III. Public Comments
IV. Adoption of Minutes
V. Old Business
VI. New Business
VII. Report of Chairman
VIII. Report of Committee Members
IX. Adjournment

Section 1-13. Decorum. All committee members should conduct themselves in a professional and courteous manner. All remarks should be directed to the chairman rather than to individual committee members, staff or citizens in attendance. Personal remarks are inappropriate.

A committee member should not speak at a meeting until the chairman has recognized him. All comments made by a committee member shall address the motion or item being discussed.

The chairman shall enforce these rules of decorum. If a committee member believes that a rule has been broken, he can raise a point of order. A second is not required. The chairman can rule on the question or he can allow the board to debate the issue and decide the issue by a majority vote.

Section 1-14. Public Participation. Public participation in meetings of the Griffin-Spalding Area Transportation Committee shall be permitted in accordance with the provisions of this section.

1-14-01. Reserved.

1-14-02. Public Comments. The third agenda item shall be reserved for comments from citizens who did not ask to be placed on the agenda. These individuals will be

allotted five (5) minutes to make their comments relative to matters pertinent to the jurisdiction of the Griffin-Spalding Area Transportation Committee.

Prior to the recognition of any citizen for comments related to the citizen comment or public comment section of the agenda, the chairman shall read the following statement:

> "Let me welcome those of you in the audience who have taken the time to attend our meeting. At this time, I will recognize those citizens who have asked to be placed on the agenda and subsequently any member of the public who desires to address the board. After those citizens who have been placed on the agenda have completed their comments, I will open the floor to comments from the audience, beginning on my right. If you wish to address the board, please raise your hand to be recognized, come to the podium, state your name and address for the record. All speakers who are recognized will be allotted five (5) minutes. No speaker will be permitted to speak more than five (5) minutes or more than once, unless the board votes to suspend the rules.
>
> We look forward to your comments and in no way mean to diminish anyone's right to speak freely, to advise us about an issue of community interest, to let us know how you feel about a matter that is under consideration, or to request that we address some problem that you have experienced with a department or agency under our control. However, we do ask that you make your comments as brief as possible and confine your comments to matters pertinent to our jurisdiction.
>
> Please direct your remarks to the board and not to individual committee members or to the audience. Personal disagreements with individual committee members are not a matter of public concern, and personal attacks will not be tolerated. Consequently, the chairman has the right to limit your comments in the interest of disposing of the Committee's business in an efficient and respectable manner."

Section 1-14-03. Public Participation on Agenda Items. By a majority vote, the board may allow public comment on an agenda item at the time the item is being considered by the board. These comments must be limited to the subject that is being debated. Members of the public may speak for five (5) minutes and may only speak once. These limits can be waived by a majority vote of the board. Anyone wishing to speak at any board meeting must be recognized by the chairman before addressing the board.

Section 1-14-04. Decorum. Members of the public shall not make inappropriate or offensive comments at a board meeting and are expected to comply with the rules of decorum that are established for committee members. Individuals who violate any rules of the board may be ruled out of order by the chairman or on a point of order made by a committee member. A majority vote of the board will rule on the point of order. An

individual who violates the rules of decorum may be removed from the meeting at the direction of the chairman.

Section 1-14-05. Public Hearings. The board may schedule public hearings on the first Wednesday of the month for the purpose of soliciting public comment on any subject of interest to the board. The time and place for any and all public hearings will be determined by the Board in accordance with the Open and Public Meetings Law, codified at O.C.G.A. 50-14-1 et seq.

Section 1-15. Parliamentarian. The committee secretary shall serve as the parliamentarian for the meetings.

Section 1-16. Amendments to Rules. Any amendments to the rules of order must be submitted by a committee member in writing to the committee secretary on or before 5:00 p.m. on the tenth business day that precedes the meeting of the board. The proposed amendment shall be included in the agenda for that meeting and distributed to all board members. All amendments require a 2/3-majority vote of the board to be adopted.

Section 1-17. Regular Meetings. Regular meetings of the Griffin-Spalding Area Transportation Committee shall be held at 1:30 p.m. on the third Wednesday of odd-numbered (alternating) months. A notice containing the foregoing information shall be posted and maintained in a conspicuous place available to the general public at the regular meeting place of the board.

Section 1-18. Special Meetings and Rescheduled Regular Meetings. A regular meeting may be canceled, rescheduled or moved to a new location within the county by the chairman for any reason. Other special meetings may be scheduled by the chairman or at the request of five (5) committee members. Whenever a rescheduled regular meeting, or any other special meeting, is to be held at a time or place other than the regularly scheduled time or place, written notice of the change shall be posted for at least 24 hours at the place of the regular meetings. In addition, the committee secretary shall give written or oral notice at least 24 hours in advance of the meeting to each member of the committee.

Section 1-19. Emergency Meetings. When emergency circumstances occur, the committee may hold a meeting with less than 24 hours' notice to the public. When such meetings are to be held, the secretary shall provide notice to each member of the committee as soon as possible. The notice shall include the subjects expected to be considered at the meeting. In addition, the minutes shall reflect the reason for the emergency meeting and the nature of the notice given to the media.

Section 1-20. Closed Sessions. Closed meetings of the board may be held for the purpose of conducting business excepted from public access requirements as authorized by 50-14-1 et seq. of the Official Code of Georgia Annotated. Where a meeting of the board is devoted in part to matters within the authorized exceptions to public access requirements, any portion of the meeting not subject to any such exceptions shall be open to the public. No closed meeting shall be held except pursuant to a majority affirmative vote of the Griffin-Spalding Area Transportation Committee taken in a public meeting.

The minutes of the open meeting shall reflect the names of the committee members present, those voting for the closed meeting and the specific reasons for the closed meeting. Minutes of the closed meetings are maintained by the secretary in a confidential file and are only available for public inspection as may be required by 50-14-1 et seq. and their rules.

Section 1-21. Suspending the Rules of Order. Rules of order may be suspended. A motion to suspend the rules requires a second, is debatable and requires a 2/3-majority vote of the board. Rules governing quorum (Section 1-03), voting methods and requirements (Section 1-04 and Section 1-05), the notification to committee members of meetings (Section 1-17 and Section 1-19) and rules necessary for compliance with state law cannot be suspended.

Section 1-22. Committees. The chairman, with the concurrence of the board, may create committees of members of the board to study any issue before the board. Any such committees may make recommendations to the Griffin-Spalding Area Transportation Committee but no committee shall be empowered to make any final decision on any matter before it for consideration. In addition to board members, committees may include other county officials, staff or citizens at large. Whenever a committee is created, its duties, any limitation on the scope of its duties, and the times, places and periods of time for which the committee may operate shall be determined by the chairman with the concurrence of the board. The chairman shall serve as an ex-officio member of all committees.

Section 1-23. Visual and Sound Recordings. Visual, sound, and visual and sound recordings shall be permitted for all public meetings.

Section 1-24. Reference to Robert's Rules of Order. To the extent not provided for in, and not conflicting with the spirit of, these rules, the chairman shall refer to Robert's Rules of Order to resolve procedural questions.

Amended this, the 18th day of May, 2005.

_____
Doug Hollberg
Chairman

_____
Teresa A. Watson
Secretary to the Committee

AGENDA ITEM SUMMARY

ITEM SUMMARY:

Appoint Mayor (only) to annual position on Workforce Investment Council's Chief Elected Officials Organization (CEOO) for a term to expire 12/31/26 to succeed Mayor Hollberg whose term expired 12/31/25.

SPECIAL CONSIDERATIONS OR CONCERNS:

The CEOO provides oversight for the Workforce Investment Opportunity Act activities in partnership with Three Rivers Workforce Investment Board. This organization meets monthly as needed.

STAFF RECOMMENDATION:

N/A

FINANCIAL IMPACT:

N/A

Submitted By:
Susan Bartholomew

Meeting Date:
13/01/2026

Reviewed By:
Jessica O'Connor

ATTACHMENTS:
Workforce Development.pdf

LOCAL WORKFORCE DEVELOPMENT AREA 8
CHIEF ELECTED OFFICIALS ORGANIZATION
BY-LAWS

Article I
Name and Area

Section 1: The official name of this organization is the Chief Elected Officials Organization of Georgia Workforce Region , Local Workforce Investment Workforce Development Area (LWDA) 8, hereafter referred to as the CEOO.

Section 2: The CEOO represents the local elected officials of Workforce Investment Region 4 as designated by the Governor.

Section 3: The CEOO is organized for the purpose of meeting the responsibilities of Chief Elected Officials under the Workforce Investment and Opportunity Act (WIOA).

Article II
Object

Section 1: It shall be the responsibility of the CEOO to provide oversight for WIOA activities in partnership with the Three Rivers Workforce Investment Board (TRWIB, whose members are appointed by the appropriate Chief Elected Officials (CEOs). The Chief Local Elected Official (CLEO) shall be authorized to perform the functions for chief elected officials pursuant to the Workforce Investment and Opportunity Act.

Section 2: For purpose of these by-laws, the Chief Local Elected Official (CLEO) means the individual appointed by the Chief Elected Officials Organization of all units of general local government in the service delivery region (SDR) as their authorized representative(s) and signatory agent(s).

Article III
Operation of the CEOO

Section 1: The County Commission Chair of each county and a mayor of a municipality, from each county shall be the Chief Elected Officials Organization. If a county has more than one municipality, the mayor shall be chosen by a caucus of mayors within the county. A caucus of mayors must be held every two years to designate a mayor to the CEOO group.

Section 2: The organization will elect a Chief Elected Official (CLEO) and a Vice-Chief Elected Official (VCLEO). The organization shall also elect three (3) additional at-large members to serve on the CEOO executive committee. CLEO

a) No more than one mayor shall represent a county in the local workforce investment area. A majority of the elected officials within the local workforce investment area must be

present to vote on the CLEO and VCLEO positions. The CLEO's term shall run concurrent with his or her term of office, and no CLEO may serve more than eight years without being reelected by the CEOO organization.

b) Meeting minutes must be submitted to the Georgia Department of Economic Development Workforce Division within five business days of the election of a CLEO and VCLEO.

c) The CLEO shall designate a local government or regional commission, within the Three Rivers Workforce Development Area, LDWA 8, to serve as the fiscal agent/grant sub-recipient for WIOA programs.

d) Should CLEOthe CLEO need to resign the VCLEO will step in to perform the CLEO duties until such time a new CLEO can be elected.

Section 3: The Executive Committee shall have the delegated authority for the operation of the organization, and shall approve all official business between called meetings of the full CEOO organization.

Section 4: The CLEO will be the signatory official for the CEOO. Should the CLEO be unable or unavailable to fill that role, the VCLEO may perform the signatory function.

Section 5: Each voting member shall cast one vote. All business of the CEOO shall be decided by majority vote.

Section 6: When an issue represents a possible conflict of interest to a member, said member shall disclose the conflict of interest and abstain from voting.

Section 7: The CEOO shall meet at least annually at a time and place designated by the CLEO. Meetings may be called at any time by the CLEO or by a petition of not less than 40% of the membership of the CEOO. The reason for calling such a meeting must be set forth in writing to the CLEO. Written notice shall be sent of each meeting to the members prior to the scheduled meeting. Minutes shall be kept of all CEOO meetings and shall be available to anyone who requests to see them.

Article IV

Appointment of Workforce Investment Board and One Stop Operations

Section 1: The CLEO, on behalf of the, CEOO, is the appointing authority for members of the Workforce Investment Board. Appointments will be made in compliance with WIOA law and state workforce regulations. The Three Rivers Workforce Investment Board will consist of:

a) Representatives of the private sector, who shall constitute a majority of the membership of the council and who shall be owners of business concerns, chief executive or chief operation officers of non-governmental employers or other private sector executives who have substantial management or policy responsibilities in business that reflect the employment opportunities of the local area;
b) Representatives of organized labor or other representatives of employees; and
c) Representatives of local educational agencies to include local school boards and post-secondary educational institutions;
d) Representatives of economic development agencies;
e) Representatives of community-based organizations; and
f) Representatives of each of the one-stop partners.

Section 2: In order to ensure fair representation of all counties and sectors of this area, the WIB will total 31 members, 16 of whom shall be private sector representatives, allocated 1 slot per county except that those counties with a population over 50,000 may have 2 membership slots.

The remaining 15 members shall be allocated as required by law in the following manner. There will be two members each from education, two members from labor organizations or representatives of employees, two members from community based organizations, and two members from economic development organizations. There will be one member representing the public employment service. There will be one member each representing the entities administering Title V of Older Americans Act funds, Title I of the Rehabilitation Act, and the Department of Housing and Urban Development Employment and Training Programs. There will be one member from GDEcD, and one member representing each of the TCSG agencies. Although not required by law, the Department of Family and Children Services will have one slot for membership on the Board. The appointment of these public-sector members will be made to have a fair representation of the counties and economic sectors in this area.

Section 3: Approval of the TRWIB and the CEOO Executive Committee may change this composition. Proposal for changes in membership may be made by either organization. Composition changes must comply with the requirements of the Workforce Investment and Opportunity Act, and subsequent Amendments to the Act, if applicable.

Section 4: The Chairman of the TRWIB shall be selected from among members of the WIB who are Representatives of the private sector as required by the Act. The chairperson shall serve for a term of no more than two years and shall serve no more than two terms.

Section 5: From the nominations described below, the applicable CEO(s) will make appointments, making an effort to give adequate spread to diverse economic interests, as well as geographic dispersion.

a) Private sector representatives on the council shall be selected from among individuals nominated by general purpose business organizations after consulting, and receiving recommendations from other business organizations in the service delivery area. Such nominations, and the individuals selected from such nominations, shall reasonably represent the industrial and demographic composition of the business community. Whenever possible, at least one-half of such business and industry representatives shall be representatives of small business, including minority business.

b) For the purpose of this section the term "general purpose business organizations" means organizations which admit to membership any for-profit business operation within the service delivery area; and "small business" means private for –profit enterprises employing 500 or fewer employees.

c) The education and training representatives on the council shall be Representatives of entities providing adult education and literacy programs, higher education entities that perform workforce activities. Entities from local education agencies, and community based organizations with expertise in educating or training individuals with barriers to employment may also serve as educational or training representatives. The labor representatives on the council shall be selected from individuals recommended by recognized state and local labor federations. If the state or local labor federation fails to nominate a sufficient number of individuals to meet the labor representation requirements, individual workers may be included on the council to complete the labor representation.

d) Community-based organizations are defined as private nonprofit organizations which are representative of communities or significant segments of the community. A non-profit organization, for TRWIB membership requirements, must have a formal structure with officers, by-laws, and recognition within the community that it is deemed to represent. CBO representatives shall be selected from individuals recommended by organizations within the area.

e) Local boards shall also include one staff member from the Department of Economic Development and one staff member from each Technical College System of Georgia school within the local workforce investment area.

f) The remaining members of the council shall be selected from individuals recommended by interested organizations.

Section 6: A Youth Committee shall be a standing sub-committee of the TRWIB. The TRWIB will appoint a Youth Committee, in cooperation with the CEOO. The membership may include: members of the local board with special interest or expertise in youth policy; representatives of youth service agencies including juvenile justice and local law enforcement; representative of local public housing authorities; representatives of Job Corps; parents of eligible youth; and youth including former participants and representatives of organizations that have experience relating to youth activities. The duties of the Youth Committee shall include developing the portions of the local plan related to eligible youth, recommending eligible providers of youth activities in the local area which may or may not be funded through WIOA, and other duties as determined by the Chairperson of the TRWIB.

Section 7: Terms of membership shall be for 3 years and appointees shall serve until replaced or re-appointed. TRWIB members who take formal action to resign from the TRWIB shall address such resignations to the CLEO of the Chief Elected Officials Organization. To assure timely notification where a letter of resignation is addressed to the Chairman of the TRWIB, the TRWIB shall immediately transmit a copy of that resignation letter to the CLEO of the CEOO.

Section 8: Removal for Cause – When a member of the TRWIB fails to meet the requirements which the TRWIB itself has established for continued membership, the Chairman of the TRWIB shall immediately upon determining that these conditions for membership have been violated, address a letter indicating that fact to the CLEO of the CEOO and ask that the affected person be removed from the membership list.

Section 9: Time Frame for Filling Vacancies – All vacancies shall be filled, by the appropriate CEO or appointing entity, within 45 days. The CLEO shall be authorized to appoint new members to fill vacancies if nominations are not received within the 45 day time frame. .
Section 10: Filling of New Terms – Appointment or re-appointment for new terms will be made within the calendar month that a term ends. When the applicable CEOs are not able to obtain nominations for private sector members from a given county in order to make appointments, the CLEO may fill a vacancy or make appointments for a new term from among nominees from another county.

Section 11: The CEOO or its authorized officials, the CEOO Executive Committee, shall be the approving authority for workforce One Stop operators within LWDA 8.

Article V
Liability

The grant subrecipient / fiscal agent shall:

- Secure insurance coverage for injuries suffered by staff or participants who are not covered by existing worker's compensation.
- Provide for or direct by contractual agreement bond coverage of all employees.
- Provide program staff, with input from the CLEO and TRWIB Chairman, to implement workforce programs and policies.
- Assure that adequate liability coverage is in place and that the CLEO/CEOO and TRWIB are named, as "Other Insured".
- Be independently audit on behalf of TRWIB and CLEO/CEOO and the CLEO/CEOO and TRWIB shall receive simultaneously copies of all reports, audits and evaluations provided by the audit and evaluation services.
- All TRWIB budgets are to be approved by the CLEO in writing and submitted to the Georgia Workforce Division (WFD) no later than thirty days after the CLEO approves it.
- The fiscal agent shall pay all eligible workforce program expenses.

In the event questionable cost that is determined to be disallowances, the grant subrecipient shall apply the following priorities regarding liability:

A. First Priority: The grant subrecipient / fiscal agent shall attempt to recover funds from the contractor, agent or third party causing the liability;
B. Second Priority: The grant subrecipient / fiscal agent shall attempt to recover funds from an insurance carrier or bond issuer;
C. Third Priority: The grant subrecipient / fiscal agent shall attempt to obtain a waiver of liability or offset liability against current or future grant revenues using Stand in Cost or other applicable methods;
D. Fourth Priority: The grant subrecipient / fiscal agent shall repay the liability from its funds to the extent permitted by law;
E. Fifth and Final Priority: While the liability for misuse of funds is passed on to the grant subrecipient / fiscal agent, and in turn on to any program contractor(s), it does not detach the ultimate liability from the Chief-Elected Officials.

In the event of misuse of funds that leads to disallowed cost, the responsible entity will be the first accountable for repayment. If, for any reason, there is a liability above the program contractor(s) or sub grant recipients' ability, the Chief-Elected Officials liability shall be apportioned based on each county's level of participation in the specific disallowed cost.

If the liability is a generalized debt for the ten-county area, the liability to each county shall be proportionate to the respective populations using the most recent census data available on the date the acts occurred which gave rise to the unmet liability. Therefore, as a last resort and only to the extent required by the WIOA and permitted by *State statutes* and local governmental charters, the Parties agree to cover unmet liabilities to the State and Federal governments.

Article VI
Local Chief Elected Official Agreement

Section 1: Each representative of the CEOO shall sign and submit a local chief elected official's agreement. The agreement shall outline CEOO operations, terms for CEOO representatives, major responsibilities of the CEOO, and the methodology for cost liability for the WIOA program. ,

Nothing in this agreement shall be interpreted in a manner that would violate any constitutional or statutory limitation on liability applicable to a Party government, or shall be construed as a waiver of any limitation on liability to which a Party government or its agents would otherwise be entitled under the constitution or laws of the State of Georgia.

These by-laws consisting of Articles I-VI are adopted this 26th day of October, 2015 during a scheduled meeting of the local elected officials of Region 4 / LWDA 8.

Signed _____

CLEO, Chief Elected Officials Organization

AGENDA ITEM SUMMARY

ITEM SUMMARY:

Consider the appointment of members to Post 2 and Post 8 of the Griffin-Spalding County Area Regional Airport Authority to succeed Jessica O'Connor and Tommy Barrett, respectively, whose terms ended 12/31/25.

SPECIAL CONSIDERATIONS OR CONCERNS:

HB1504 created the Griffin-Spalding County Area Regional Airport Authority, which provides for an eleven-member Authority of members appointed by the County of Spalding, the City of Griffin, and the Counties of Butts, Lamar, Pike, and Monroe. Even with the addition of these new members, the funding partners for the new airport will not change (City of Griffin, Spalding County, FAA, and GDOT will remain the sole sponsors). The legislation provides that Post No. 2 shall be filled by the City Manager of the City of Griffin or her designee. It further provides that Post No. 8 shall be appointed by the City, and its initial appointment shall be the same as its current appointment to the GSAA for Post No. 6, who is Tommy Barrett.

STAFF RECOMMENDATION:

Staff recommends the following appointments:
Post No. 2 - Jessica O'Connor, City Manager
Post No. 8 - Tommy Barrett

FINANCIAL IMPACT:

There is no financial impact.

Submitted By:
Susan Bartholomew

Meeting Date:
13/01/2026

Reviewed By:
Jessica O'Connor

ATTACHMENTS:
Enabling Legislation HB1504.pdf

House Bill 1504 (AS PASSED HOUSE AND SENATE)

By: Representatives Camp of the 135th, Mathiak of the 74th, Dickey of the 145th, Crowe of the 118th, Knight of the 134th, and others

A BILL TO BE ENTITLED

AN ACT

To create and establish the Griffin-Spalding County Area Regional Airport Authority, a new regional airport authority in and for the County of Spalding, the City of Griffin, the County of Butts, the County of Lamar, the County of Pike, and the County of Monroe; to authorize such authority to acquire, construct, equip, maintain, operate, own, and improve airports and landing fields for the use of aircraft which shall include related buildings, equipment, and the usual and convenient facilities appertaining to such undertaking; to authorize the authority to acquire, lease, own, and hold a fee simple title, or any interest therein, to all necessary property therefor, both real and personal, within and outside the confines of Spalding County and to convey, lease, and sell any and all such facilities including real property; to confer powers and to impose duties on the authority; to provide for the membership and for the appointment of members of the authority and their term of tenure and their compensation; to authorize the authority to contract with others, both within and outside the confines of the aforementioned counties, pertaining to airports and landing fields for the use of aircraft and to execute leases of such facilities and to do all things deemed necessary or convenient for the operation of such undertaking; to authorize the issuance of revenue bonds or obligations of the authority payable from the revenues, tolls, fees, charges, and earnings of the authority, including, but not limited to, earnings derived from leases and the use of the facilities, to pay the costs of such undertakings and to authorize the collection and pledging of the revenues

and earnings of the authority for the payment of such bonds or obligations or to secure the payment thereof by contract, mortgage, deed to secure debt, security deed note, or trust deed and to define the rights of the holders of such bonds and securities; to provide that no liability or debt against the aforementioned city or counties shall be incurred in the exercise of any powers granted by this Act; to make the bonds, securities, or obligations of the authority exempt from taxation; to authorize the issuance of refunding bonds, securities, or other obligations; to provide that such bonds, securities, or other obligations be validated as authorized by the "Revenue Bond Law"; to provide an effective date; to repeal conflicting laws; and for other purposes.

BE IT ENACTED BY THE GENERAL ASSEMBLY OF GEORGIA:

SECTION 1.

Short title.

This Act shall be known and may be cited as the "Griffin-Spalding County Area Regional Airport Authority Act."

SECTION 2.

Griffin-Spalding County Area Regional Airport Authority; creation.

There is created a body corporate and politic to be known as the Griffin-Spalding County Area Regional Airport Authority, which shall be deemed to be a political subdivision of the State of Georgia and a public corporation by that name, style, and title, and said body may contract and be contracted with, bring and defend actions, implead and be impleaded, and complain and defend in all courts of law and equity, except that the authority of the trustee acting under the trust indenture herein provided for shall in no event be liable for any torts

committed by any of the officers, agents, and employees of the authority. The authority shall have perpetual existence.

SECTION 3.

Membership.

The Griffin-Spalding County Area Regional Airport Authority shall be composed of 11 members who shall be appointed by the governing authorities of the County of Spalding, City of Griffin, County of Butts, County of Lamar, County of Pike, and County of Monroe as hereinafter set out. Within 60 days after the approval of this Act, it shall be the duty of said governing authorities to appoint the membership of the authority. The authority shall be composed of 11 members to be designated as Post No. 1, Post No. 2, Post No. 3, Post No. 4, Post No. 5, Post No. 6, Post No. 7, Post No. 8, Post No. 9, Post No. 10, and Post No. 11. The County Manager of Spalding County or designee shall be appointed to Post No. 1. The City Manager for the City of Griffin or designee shall be appointed to Post No. 2. The County Manager of Butts County or designee shall be appointed to Post No. 3. The County Manager of Lamar County or designee shall be appointed to Post No. 4. The County Manager of Pike County or designee shall be appointed to Post No. 5. The County Manager of Monroe County or designee shall be appointed to Post No. 6. The member from Post No. 7 shall be appointed by the governing authority of Spalding County, and its initial appointment shall be the same as its current appointment to the Griffin-Spalding County Airport Authority for Post No. 5, for a term which shall expire on December 31, 2024, or when his or her successor is appointed and qualified. The member from Post No. 8 shall be appointed by the governing authority of the City of Griffin, and its initial appointment shall be the same as its current appointment to the Griffin-Spalding County Airport Authority for Post No. 6, for a term which shall expire on December 31, 2025, or when his or her successor is appointed and qualified. The member from Post No. 9 shall be appointed by the governing

authority of Spalding County, and its initial appointment shall be the same as its current appointment to the Griffin-Spalding County Airport Authority for Post No. 7, for a term which shall expire on December 31, 2026, or when his or her successor is appointed and qualified. The member from Post No. 10 shall be appointed by the governing authority of the City of Griffin, and its initial appointment shall be the same as its current appointment to the Griffin-Spalding County Airport Authority for Post No. 8, for a term which shall expire on December 31, 2027, or when his or her successor is appointed and qualified. The member from Post No. 11 shall be appointed by the governing authority of the City of Griffin, and its initial appointment shall be the same as its current appointment to the Griffin-Spalding County Airport Authority for Post No. 9, for a term which shall expire on December 31, 2028, or when his or her successor is appointed and qualified; thereafter, such member from Post No. 11 shall be appointed to a full four-year term by the governing authority of Spalding County. Future appointments to Post No. 11 shall alternate between the governing authority of the City of Griffin and the governing authority of Spalding County. For Posts No. 7 through 11, the term of each member shall be four years and until a successor is appointed and qualified, except that the initial terms shall be as aforesaid. Following initial appointments, vacancies in each post, other than Post No. 11, shall be filled by the governing authority making the initial appointment.

SECTION 4.

Meetings.

The authority shall hold its organizational meeting on April 30, 2024, at 10:00 A.M. in the City Courtroom, One Griffin Center, 100 S. Hill Street, Griffin, Georgia. Notice of such meeting shall be given to the local organ of each county not less than 15 days prior thereto, and a notice shall be posted on the website for each county and the City of Griffin. The authority shall meet at such times as may be necessary to transact the business coming before

it, but not less than quarterly. All meetings shall be called, noticed, and conducted in accordance with Chapter 14 of Title 50 of the O.C.G.A., the "Open Meetings Law." At its organizational meeting and its first regular meeting in January of each year thereafter, the authority shall elect one of its members as its chairperson and another member as secretary-treasurer. It shall be the duty of the secretary-treasurer to prepare or oversee the preparation of written minutes of all meetings of the authority. Only one person shall hold the office of secretary-treasurer. These officers shall be elected for a term ending on December 31 of the year in which they were elected or until their successors are elected and qualified. Five members of the authority shall constitute a quorum for the transaction of all business coming before it. The members of the authority may be compensated as determined from time to time by said governing authorities; however, it is expressly provided that they shall be reimbursed for all actual, reasonable, and necessary expenses incurred in the performance of their duties.

SECTION 5.

Vacancies in office.

In the event of a vacancy on the authority by reason of death, resignation, or otherwise, the vacancy shall be filled by the governing authority which appointed such member, and the person so appointed shall serve for the remainder of the unexpired term.

SECTION 6.

Definitions.

(a) As used in this Act, the term:

(1) "Authority" means the "Griffin-Spalding County Area Regional Airport Authority" created in Section 2 of this Act.

(2) "Cost of the project" means the cost of construction; the cost of all lands, properties, rights, easements, and franchises acquired; the cost of all machinery, equipment, financing charges, and interest prior to and during construction; the cost of engineering, architectural, fiscal, and legal expenses; the cost of plans and specifications; and such other expenses as may be necessary or incidental to the financing herein authorized, the construction or improvement of any project, and the placing of the same in operation. Any obligation or expense incurred for any of the foregoing purposes shall be regarded as a part of the cost of the project and may be paid or reimbursed as such out of any funds of the authority including the proceeds from any revenue bonds issued under the provisions of this Act for any such project or projects.

(3) "Project" means and includes the leasing, acquisition, construction, equipping, maintenance, improving, and operation of public airports and landing fields for the use of aircraft, related buildings, and the usual and convenient facilities appertaining to such undertakings; extensions and improvements of such facilities; the acquisition of necessary property, both real and personal; and the lease and sale of any part of or all of such facilities, including real and personal property, so as to assure the efficient and proper development, maintenance, and operation of such airports and landing fields for the use of aircraft, deemed by the authority to be necessary, convenient, or desirable for the operation of such airports and landing fields anywhere within Spalding County.

(4) "Revenue bonds," "bonds," or "obligations" mean revenue bonds as defined and provided for in Article 3 of Chapter 82 of Title 36 of the O.C.G.A., the "Revenue Bond Law," and such type of obligations may be issued by the authority as authorized under said "Revenue Bond Law" and any amendments thereto, and in addition shall also mean obligations of the authority the issuance of which are hereinafter authorized in this Act.

(b) Any project shall be deemed "self-liquidating" if, in the judgment of the authority, the revenues and earnings to be derived by the authority therefrom and all properties used, leased, and sold in connection therewith will be sufficient to pay the cost of constructing,

operating, maintaining, repairing, improving, and extending the project and to pay the principal and interest of the revenue bonds which may be issued to finance, in whole or in part, the cost of such project or projects.

SECTION 7.

Powers.

(a) The authority shall have power:

(1) To have a seal and alter the same at its pleasure;

(2) To acquire by purchase, lease, or otherwise and to hold, lease, and, subject to review and approval by the Federal Aviation Administration, dispose of real and personal property of every kind and character for its corporate purposes;

(3) To acquire in its own name by purchase, gift, or otherwise on such terms and conditions and in such manner as it may deem proper, real property or rights or easements therein or franchises necessary or convenient for its corporate purposes, and to use the same so long as its corporate existence shall continue, and to lease or make contracts with respect to the use of or disposition of the same in any manner it deems to the best advantage of the authority;

(4) To appoint, select, and employ officers and employees, or, in the alternative, the authority may contract with the City of Griffin for its officers and employees or may contract with the city for personnel services and benefits, including payroll, insurance, and retirement programs. The authority may enter into contracts with consultants and independent contractors, including engineering, architectural, and construction experts, fiscal agents, and attorneys, and fix their respective compensation;

(5) To make contracts, leases, and to execute all instruments necessary or convenient including contracts for construction of projects or leases of projects or contracts with respect to the use of projects which it causes to be erected or acquired and any and all

persons, firms, and corporations and any and all political subdivisions, departments, institutions, or agencies of the state are authorized to enter into contracts, leases, or agreements with the authority upon such terms and for such purposes as they may deem advisable; the authority is further granted the authority to make contracts, leases, and to execute all instruments necessary or convenient with the United States government or any agency or department thereof concerning the projects of the authority, subject to the rights and interests of the holder of any of the bonds or obligations authorized to be issued hereunder, and by the resolution or trust indenture of the authority authorizing the issuance of any of its bonds or obligations as provided for in this Act;

(6) To construct, erect, acquire, own, repair, remodel, maintain, add to, extend, improve, equip, operate, and manage projects, as hereinabove defined, the cost of any such project to be paid in whole or in part from the proceeds of revenue bonds or other funds of the authority or from such proceeds or other funds and any grant from the United States of America, State of Georgia, County of Spalding, City of Griffin, or any agency or instrumentality thereof;

(7) To accept loans and grants, or to accept loans or grants of money or materials or property of any kind from the United States of America or any agency or instrumentality or political subdivision thereof or from any other source, upon such terms and conditions as the United States of America or such agency or instrumentality or other source may impose;

(8) To accept loans and grants, or to accept loans or grants of money or materials or property of any kind from the State of Georgia or any agency or instrumentality or political subdivision thereof or from any other source, upon such terms and conditions as the State of Georgia or such agency or instrumentality or political subdivision or any other source may impose;

(9) To borrow money for any of its corporate purposes and to execute evidence of such indebtedness by promissory notes, or otherwise, and to secure the same and to issue

negotiable revenue bonds payable solely from funds pledged for that purpose, and to provide for the payment of the same and for the rights of the holders thereof;

(10) To exercise any power usually possessed by private corporations performing similar functions, which is not in conflict with the Constitution and laws of this state, except the right of eminent domain;

(11) The authority and the trustee acting under the trust indenture are specifically authorized from time to time, subject to review and approval by the Federal Aviation Administration, to sell, lease, grant, exchange, or otherwise dispose of any surplus property, both real or personal, or interest therein not required in the normal operation of and usable in the furtherance of the purpose for which the authority was created;

(12) To do all things necessary or convenient to exercise and carry out the powers especially given in this Act;

(13) To make rules and bylaws for the orderly operation of the authority; and

(14) To request the city or county to exercise the power of eminent domain to acquire any private real property or any rights or interests therein including any easements, as necessary or convenient for the accomplishment of the purposes of this Act, in accordance with the provisions of any and all existing laws applicable to the exercise of such power. The authority shall pay the condemning authority for any property condemned under this power, including legal fees and expenses (such as surveys and appraisals), from its own funds and in proceedings to condemn pursuant to this section, the court having jurisdiction of the suit, action, or proceeding may enter such orders regarding the payment for such property or interest therein as may be fair and just to the city or county, the authority, and the owners of the property being condemned. Any such procedure may suggest the method of payment by the authority to persons who shall own or have an interest in the property.

(b) The authority, notwithstanding any other provision herein to the contrary, is authorized to exercise each and every power conferred upon it by this Act, specifically including the

issuance of revenue bonds, both within and outside the confines of Spalding County, and to contract with any other entity, governmental or otherwise, for the joint acquisition, construction, use, or operation of airports and related facilities outside the limits of Spalding County. Prior to exercising any of said powers outside the limits of Spalding County, said authority shall be required to obtain the approval of the governing authorities of both the City of Griffin and Spalding County.

SECTION 8.

Revenue bonds.

The authority, or any authority or body which has or which may in the future succeed to the powers, duties, and liabilities vested in the authority created hereby, shall have power and is authorized at one time, or from time to time, to provide by resolution for the issuance of negotiable revenue bonds, for the purpose of paying all or any part of the cost as herein defined of any one or more projects. The principal and interest of such revenue bonds shall be payable solely from the special fund herein provided for such payment. The bonds of each issue shall be dated, shall bear interest at such rate or rates as may be authorized by the authority from time to time, shall be payable as provided by resolution of the authority, shall mature at such time or times not exceeding 30 years from their date or dates, shall be payable in such medium of payment as to both principal and interest as may be determined by the authority, and may be made redeemable before maturity at the option of the authority, at such price or prices and under such terms and conditions as may be fixed by the authority in the resolution providing for the issuance of the bonds. Such revenue bonds or obligations shall be issued pursuant to and in conformity with Article 3 of Chapter 82 of Title 36 of the O.C.G.A., the "Revenue Bond Law," and all procedures pertaining to such issuance and the conditions thereof shall be the same as those contained in said "Revenue Bond Law" and any amendments thereof.

SECTION 9.

Form, denominations, registration, place of payment.

The authority shall determine the form of the bonds, shall fix the denomination or denominations of the bonds, and the place or places of payment of principal and interest thereof, which may be at any bank or trust company within or outside the state. The bonds may be issued in coupon or registered form, or both, as the authority may determine, and provision may be made for the registration of any coupon bond as to principal alone and also as to both the principal and interest.

SECTION 10.

Signatures, seal.

In case any officer whose signature shall appear on any bonds or whose facsimile signature shall appear on any coupon shall cease to be such officer before the delivery of such bonds, such signature shall nevertheless be valid and sufficient for all purposes the same as if he or she had remained in office until such delivery. All such bonds shall be signed by the chairperson of the authority and attested by the secretary-treasurer of the authority, and the official seal of the authority shall be affixed thereto, and any coupons attached thereto shall bear the facsimile signatures of the chairperson and secretary-treasurer of the authority. Any bond may be signed, sealed, and attested on behalf of the authority by such persons as at the actual time of the execution of such bonds shall be duly authorized or hold the proper office, although at the date of delivery and payment of such bonds such persons may not have been so authorized or shall not have held such office.

SECTION 11.

Negotiability, exemption from taxation.

All revenue bonds issued under the provisions of this Act shall have and are declared to have all the qualities and incidents of negotiable instruments under the negotiable instrument law of the state. Such bonds are declared to be issued for an essential public and governmental purpose and the said bonds, their transfer, and the income thereof shall be exempt from all taxation within the state.

SECTION 12.

Sale, price.

The authority may sell such bonds in such manner and for such price as it may determine to be in the best interest of the authority.

SECTION 13.

Proceeds of bonds.

The proceeds of such bonds shall be used solely for the payment of the cost of the project or projects, and unless otherwise provided in the resolution authorizing the issuance of the bonds or in the trust indenture, additional bonds may in like manner be issued to provide the amount of any deficit for the cost of the project or projects which, unless otherwise provided in the resolution authorizing the issuance of the bonds or in the trust indenture, shall be deemed to be of the same issue and shall be entitled to payment from the same fund without preference or priority of the bonds first issued for the same purposes. If the proceeds of the bonds of any issue shall exceed the amount required for the purpose for which such bonds are issued, the surplus shall be paid into a sinking fund or used for additional construction

as may be provided in the resolution authorizing the issuance of the bonds or in the trust indenture.

SECTION 14.

Interim receipts and certificates or temporary bonds.

Prior to the preparation of definitive bonds, the authority may, under like restrictions, issue interim receipts, interim certificates, or temporary bonds, with or without coupons exchangeable for definitive bonds upon the issuance of the latter.

SECTION 15.

Replacement of lost or mutilated bonds.

The authority may also provide for the replacement of any bond which shall become mutilated or be destroyed or lost.

SECTION 16.

Conditions precedent to issuance, object of issuance.

Such revenue bonds may be issued without any other proceedings or the happening of any other conditions or things than those proceedings, conditions, and things which are specified or required by this Act. In the discretion of the authority, revenue bonds of a single issue may be issued for the purpose of any particular project. Any resolution providing for the issuance of revenue bonds under the provisions of this Act shall become effective immediately upon its passage and need not be published or posted, and any such resolution may be passed at any regular or special or adjourned meeting of the authority by a majority of the quorum as in this Act provided.

SECTION 17.

Credit not pledged.

Revenue bonds issued under the provisions of this Act shall not be deemed to constitute a debt of either the City of Griffin or Spalding County, or any municipality therein, but such bonds shall be payable solely from the fund hereinafter provided for and the issuance of such revenue bonds shall not directly, indirectly, or contingently obligate the said city or county, or any municipality therein, to levy or to pledge any form of taxation whatever therefor or to make any appropriation for such payment, and all such bonds shall contain recitals on their face covering substantially the foregoing provisions of this section.

SECTION 18.

Trust indenture as security.

In the discretion of the authority, any issue of such revenue bonds may be secured by a trust indenture by and between the authority and a corporate trustee, which may be any trust company or bank having the powers of a trust company within or outside of the state. Such trust indenture may pledge or assign fees, tolls, revenues, and earnings to be received by the authority, including the proceeds derived from the sale from time to time of any surplus property of the authority, both real and personal. Either the resolution providing for the issuance of revenue bonds or such trust indenture may contain such provisions for protecting and enforcing the rights and remedies of the bondholders as may be reasonable and proper and not in violation of law, including covenants setting forth the duties of the authority in relation to the acquisition of property, the construction of the project, the maintenance, operation, repair, and insuring of the property, and the custody, safeguarding, and application of all moneys, including the proceeds derived from the sale or lease of property of the authority, both real and personal, and may also provide that any project shall be constructed

and paid for under the supervision and approval of consulting engineers or architects employed or designated by the authority, and satisfactory to the original purchasers of the bonds issued therefor and may also require that the security given by contractors and by any depository of the proceeds of the bonds or revenues or other moneys be satisfactory to such purchasers, and may also contain provisions concerning the conditions, if any, upon which additional revenue bonds may be issued. It shall be lawful for any bank or trust company incorporated under the laws of this state to act as such depository and to furnish such indemnifying bonds or pledge such securities as may be required by the authority. Such indenture may set forth the rights and remedies of the bondholders and of the trustee and may restrict the individual right of action of bondholders as is customary in trust indentures securing bonds and debentures of corporations. In addition to the foregoing, such trust indenture may contain such other provisions as the authority may deem reasonable and proper for the security of the bondholders. All expenses incurred in carrying out such trust indenture may be treated as a part of the cost of maintenance, operation, and repair of the project affected by such indenture.

SECTION 19.

To whom proceeds of bonds shall be paid.

The authority shall, in the resolution providing for the issuance of revenue bonds or in the trust indenture, provide for the payment of the proceeds of the sale of the bonds to any officer or person who, or any agency, bank, or trust company which, shall act as trustee of such funds to hold and apply the same to the purposes thereof, subject to such regulations as this Act and such resolutions or trust indentures may provide.

SECTION 20.

Sinking fund.

The revenues, fees, tolls, and earnings derived from any particular project or projects, regardless of whether or not such fees, earnings, and revenues were produced by a particular project for which bonds have been issued and any moneys derived from the sale or lease of any properties, both real and personal, of the authority, unless otherwise pledged and allocated, may be pledged and allocated by the authority to the payment of the principal and interest on such revenue bonds of the authority as the resolution authorizing the issuance of the bonds or the trust instrument may provide, and such funds so pledged from whatever source received, which said pledge may include funds received from one or more or all sources, shall be set aside at regular intervals as may be provided in the resolution or trust indenture into a sinking fund, which said sinking fund shall be pledged to, and charged with, the payment of:

(1) The interest upon such revenue bonds as such interest shall fall due;

(2) The principal of the bonds as the same shall fall due;

(3) The necessary charges of a paying agent or agents for paying interest and principal;

(4) Any premium upon bonds retired by call or purchase as hereinabove provided; and

(5) Any other reasonable or necessary costs or expenses relating to such bond issue.

The use and disposition of such sinking fund shall be subject to such regulations as may be provided in the resolution authorizing the issuance of the revenue bonds or in the trust indenture, however, except as may otherwise be provided in such resolution or trust indenture, such sinking fund shall be a fund for the benefit of all revenue bonds without distinction or priority of one over another. Subject to the provisions of the resolution authorizing the issuance of the bonds or in the trust indenture, surplus moneys in the sinking fund may be applied to the purchase or redemption of bonds and any such bonds so purchased or redeemed shall forthwith be canceled and shall not again be issued.

SECTION 21.

Remedies of bondholders.

Any holder of revenue bonds issued under the provisions of this Act or any of the coupons appertaining thereto, and the trustee under the trust indenture, if any, except to the extent the rights herein given may be restricted by resolution passed before the issuance of the bonds or by the trust indenture, may, either at law or in equity, by suit, action, mandamus, or other proceedings protect and enforce any and all rights under the laws of the State of Georgia or granted hereunder or under such resolution or trust indenture, and may enforce and compel performance of all duties required by this Act or by such resolution or trust indenture, to be performed by the authority, or any officer thereof, including the fixing, charging, and collecting of revenues, fees, tolls, and other charges for the use of the facilities and services furnished.

SECTION 22.

Refunding bonds.

The authority is authorized to provide by resolution for the issuance of revenue refunding bonds of the authority for the purpose of refunding any revenue bonds issued under the provisions of this Act and then outstanding, together with accrued interest thereon. The issuance of such revenue refunding bonds, the maturities, and all other details thereof, the rights of the holders thereof, and the duties of the authority in respect to the same shall be governed by the foregoing provisions of this Act insofar as the same may be applicable.

SECTION 23.

Validation.

Bonds of the authority shall be confirmed and validated in accordance with said "Revenue Bond Law." The petition for validation shall also make party defendant to such action any municipality, county, authority, subdivision, or instrumentality of the State of Georgia or the United States government or any department or agency of the United States government, if subject to be sued, which has contracted with the authority for the services and facilities of the project for which bonds are to be issued and sought to be validated and such municipality, county, authority, subdivision, or instrumentality shall be required to show cause, if any, why such contract or contracts and the terms and conditions thereof should not be inquired into by the court and the validity of the terms thereof be determined and the contract or contracts adjudicated as security for the payment of any such bonds of the authority. The bonds when validated and the judgment of validation shall be final and conclusive with respect to such bonds against the authority issuing the same, and any municipality, county, authority, subdivision, or instrumentality of this state or the United States government if a party to the validation proceedings, contracting with the said Griffin-Spalding County Airport Authority.

SECTION 24.

Venue and jurisdiction.

Any action to protect or enforce any rights under the provisions of this Act or any suit or action against such authority shall be brought in the Superior Court of Spalding County, Georgia, and any action pertaining to validation of any bonds issued under the provisions of this Act shall likewise be brought in said court.

SECTION 25.

Interest of bondholders protected.

While any of the bonds issued by the authority remain outstanding, the powers, duties, or existence of said authority or of its officers, employees, or agents shall not be diminished or impaired in any manner that will affect adversely the interest and rights of the holders of such bonds, and no other entity, department, agency, or authority shall be created which will compete with the authority to such an extent as to affect adversely the interest and rights of the holders of such bonds and, upon the issuance of bonds hereunder, the provisions hereof shall constitute a contract with the holders of such bonds.

SECTION 26.

Moneys received considered trust funds.

All moneys received pursuant to the authority of this Act, whether as proceeds from the sale of revenue bonds, as grants or other contributions, or as revenues, income, fees, and earnings shall be deemed to be trust funds to be held and applied solely as provided in this Act.

SECTION 27.

Purpose of the authority.

Without limiting the generality of any provisions of this Act, the general purpose of the authority is declared to be that of acquiring, constructing, equipping, maintaining, improving, and operating new regional public use, general aviation airports and landing fields for the use of aircraft, including any related buildings and the usual and convenient facilities appertaining to such undertakings and extensions and improvements of such facilities, acquiring the necessary property therefor, both real and personal, and to lease or, subject to

review and approval by the Federal Aviation Administration, sell any or all of such facilities including real property, and to do any and all things deemed by the authority necessary, convenient, or desirable for and incident to the efficient and proper development and operation of such types of undertakings.

SECTION 28.

Rates, charges, and revenues; use.

The authority is authorized to prescribe and fix and collect rates, fees, tolls, and charges, and to revise, from time to time, and collect such rates, fees, tolls, and charges for the services, facilities, or commodities furnished, including leases, concessions, or subleases of its lands or facilities in accordance with assurances set forth in airport improvement and assistance agreements entered into between the authority and the Federal Aviation Administration, the Georgia Department of Transportation, or the United States Department of Transportation. This authority assumes no liability for the operation and maintenance of the general aviation airport currently located in Spalding County, Georgia designated as 6 Alpha 2. This authority shall maintain a fee and rental structure for the use of its land and facilities sufficient to make any airport or landing field operated by the authority as self-sustaining as possible under the circumstances existing at the particular airport, consistent with the obligation to operate such airports or landing fields for public use, on reasonable terms and without unjust discrimination, to all types, kinds, and classes of aeronautical activities, including commercial aeronautical activities offering services to the public at such airport or landing field.

SECTION 29.

Rules and regulations for operation of projects.

It shall be the duty of the authority to prescribe rules and regulations for the operation of the project or projects constructed under the provisions of this Act, including the basis on which airports and landing fields for the use of aircraft shall be furnished. Before undertaking performance of any airport or landing field operations, the authority shall procure and maintain in force at all times sufficient liability insurance covering aviation related risks for their operations. At all times relevant hereto, the authority shall operate its airports and landing fields in accordance with grant assurances entered into with the Federal Aviation Administration, the Georgia Department of Transportation, or the United States Department of Transportation.

SECTION 30.

Powers declared supplemental and additional.

The foregoing sections of this Act shall be deemed to provide an additional and alternative method for the doing of the things authorized thereby and shall be regarded as supplemental and additional to powers conferred by other laws and shall not be regarded as in derogation of any powers now existing.

SECTION 31.

Liberal construction of Act.

This Act being for the purpose of promoting the health, morals, and general welfare of the citizens of the United States, of the State of Georgia, of Spalding, Butts, Lamar, Pike, and

Monroe Counties, and of the City of Griffin shall be liberally construed to effect the purposes hereof.

SECTION 32.

This Act shall become effective upon its approval by the Governor or upon its becoming law without such approval.

SECTION 33.

All laws and parts of laws in conflict with this Act are repealed.

AGENDA ITEM SUMMARY

ITEM SUMMARY:

Consider minutes of the City of Griffin Board of Commissioners' Facilitated Discussion on October 21 and 22, 2025.

SPECIAL CONSIDERATIONS OR CONCERNS:

Mayor Hollberg and Commissioners Ward, Curtis, Murray, Wright and McCord were present. Commissioner Fuller was not yet in office.

STAFF RECOMMENDATION:

N/A

FINANCIAL IMPACT:

N/A

Submitted By:
Susan Bartholomew

Meeting Date:
13/01/2026

Reviewed By:
Jessica O'Connor

ATTACHMENTS:
Combined Minutes and Report 10-21-25.pdf

Facilitated Discussion
Tuesday, October 21, 2025

Mayor Hollberg called the meeting to order at 9 a.m. Those present included Mayor and Commissioners Ward, Curtis, Murray, Wright and McCord. Also present were Jessica O'Connor, City Manager, City Attorney, Drew Whalen, Staff Attorney, Kelsey Carden, Suzette Arnold, Rex Facer and Lori Brill, all with the Carl Vinson Institute of Government.

Commissioner Truman Tinsley was absent.

The meeting was handed to Suzette Arnold of the CVIOG Leadership Development Unit. Ms. Arnold gave the attendees an overview of her professional background. She thanked all for their time and for trusting CVIOG to be a partner with the City of Griffin Board of Commissioners in this discussion. Ms. Arnold introduced her colleagues, Lori Brill and Rex Facer, both with CVIOG. Both Ms. Brill and Mr. Facer presented an overview of their professional backgrounds. The commissioners, Ms. O'Connor, Ms. Carden and Mr. Whalen introduced themselves.

Ms. Arnold established ground rules for the discussion. She stated she wants to focus on knowledge over assumptions and look to the future. She wants the group to look at strategies that will move the organization forward.

Ms. Arnold asked that when an individual is communicating that he or she tells the whole story because perspective matters. Be authentic, transparent and open-minded.

The attendees participated in team building group activities.

Ms. Arnold asked what each person would like to accomplish from today's retreat. The answers were better communication, better understanding of all facets of the City and how it works, working together as "one" board instead of working against each other, and clarification regarding communication. There is concern that the Board is currently working against each other instead of working as a team. There needs to be a better understanding of the newer commissioners' needs as they become established as part of the team. Staff would like an understanding of the Commissioners' definitions of good communication and what that means.

Lori Brill with the Carl Vinson Institute of Government led the discussion about the City of Griffin's charter, noting the language she is using is directly from the Charter. In Georgia, the following forms of government exist: Strong Mayor/Council, Weak Mayor/Council and Council/Manager. There are 537 cities in Georgia, and in order to be a "city," the entity must provide a minimum of three services. There are 222 Strong Mayor cities, 145 Weak Mayor cities, and 140 Council/Manager cities. Georgia has eight consolidated city/county governments, including Augusta, Columbus, Athens, Savannah, and Macon. In the Weak Mayor form, the Mayor lacks formal executive powers. The Council is the source for executive and legislative powers. The Mayor has no direct authority, lacks veto power, and is largely a ceremonial position, not a primary executive. In the Strong Mayor form, the Mayor manages the daily operations and has veto power. In the Council/ Manager form, voters elect the members, and the commission appoints the City Manager. The City Manager oversees the daily operations and the employees. This is the most popular form of government in the United States. The Commission does not deal directly with employees or operations. Ms. Brill pointed out that this is directly from the City's charter. The Commission is the legislative and governing authority of the City, and no individual member, including the mayor, shall exercise any power except as provided in the Charter. The Mayor's duties include presiding at all meetings, and the Mayor can vote on all matters, sign all checks, orders, documents,

contracts, and deeds. The Mayor can accept personal service of process but can't accept service for any other Commissioner. Charters are foundational documents, like a constitution, so they are not usually too detailed. There is more detail in the local ordinances.

The City Manager has many roles and responsibilities, and according to Griffin's Charter, is appointed for an indefinite term. The Manager is hired solely on administrative and professional qualifications, and no political affiliation is required. The City Manager is one of the most important people for the function of the City, and her responsibilities include directly supervising all officers and employees that are not under the Commission control. The Commission cannot give directions to employees publicly or privately. All communication must go through the City Manager. The City Manager also approves the hiring of all subordinate employees. The compensation and benefits for employees are approved by the Commission through the annual budget, and the employees serve at the pleasure of the City Manager who is the administrative and fiscal head of the City. There must be a City Manager designee who can step in in the event of the City Manager's absence or temporary disability. The City Manager is employed at will and can be removed without cause or notice with an affirmative vote of four. Section 3.3 of the Charter lists the responsibilities of the City Manager which include attendance at all meetings and discussion of issues with the Commission, but the City Manager does not vote. The City Manager does not have the right to attend closed sessions regarding the Manager's compensation, discipline or removal. The City Manager is mandated to uphold the Charter and ordinances of the City and supervise the performance of her delegates at all times. The City Manager prepares and submits the annual operating and capital budgets for the City and its utilities in a timely manner. She submits monthly financial operating reports and an annual audit showing the financial condition of the City. She submits monthly written reports for operations of the City, its departments and its utilities, and the Commission can request other reports. The City Manager performs other duties as specified in the charter, by general law or as from time to time are required by the Commission by ordinance or resolution.

Commissioner Ward stated she has questions and concerns about some things in the Charter. A discussion ensued regarding the Charter amendment that changed the At-Large Commissioner to the Mayor. This alleviated the change in the Chairman each year. Commissioner Ward continued that this change prevents any commissioner from running for Mayor without giving up the seat currently held. In Commissioner Ward's case, she would have to resign her seat with two years remaining in her term. Ms. Ward asked if it is possible to amend the Charter to its original form with At-Large Commissioner instead of a Mayor. Ms. Brill stated if Ms. Ward's concern is that a Commissioner cannot run for mayor without giving up the current seat, a charter change will not remedy that. That is State Law, and it mandates a candidate running for another position must cede his or her current position. If the term expires at the same time as Mayor, the candidate doesn't give up his/her current seat, but if the candidate loses the election, the candidate has lost a seat. These are Georgia constitutional laws, and these laws cannot be changed at a local level. Ms. O'Connor reiterated that what changed in the Charter amendment is the title of the chairperson to mayor. The change the City made was simply the title. Commissioner Ward asked the likelihood of changing the Charter back to its original form. Ms. Brill stated the process would be identical to the previous charter change. The Commission would approach the local delegation, and, if the change is approved by the General Assembly, there would be a referendum of the voters. Ms. Brill stated the local delegation makes the decision whether to move forward with the Charter change. She added that the best thing the Commissioners can do for the Board and the citizens is read the Charter. Commissioner McCord stated that going forward, he would like to see a Charter refresher for the entire Commission every two years. Ms. Brill continued that if the Commission has issues with the Charter, review it every so often to determine if it needs changing for emerging issues.

Break for lunch at 12:15. Reconvene at 1:15 pm.

Ms. Arnold welcomed all back from lunch and began the discussion regarding succession planning and implementation. Commissioner Ward asked about a succession plan, and she expressed concerns about the location and accessibility of legal documents. She asked about the "ownership" of those documents. Ms. Brill stated the work product produced for the City belongs to the City, but there would only be access to the information that pertains to Griffin. Commissioner Ward asked about the location of the documentation, and if Ms. Carden could step in and have the information she needs. Ms. Brill stated, because Mr. Whalen is working on behalf of the City, the documents and information belong to Griffin. Ms. O'Connor stated because Mr. Whalen has a private practice, his things are on a separate system from the City. Ms. Carden stated there are State Bar professionalism rules for maintaining files. However, many things we reference are in Mr. Whalen's institutional knowledge. The final products are in the files. The clerk keeps minutes and resolutions. If an item went before the commission and was approved, then Staff has the final document in the office. The City follows the state retention schedule for local governments in relation to retention of records.

The Commissioners would like a succession plan and a newly elected "boot camp" with more emphasis on the Charter and governing structure of the City, including any pending issues that will need attention after the new commissioners take office. Ms. O'Connor noted that the new commissioner(s) will have to spend time learning how the city works. Ms. Arnold made the statement that once the election is over and the campaigning ends, the work begins for the citizens of Griffin. If the new members are not educated, they will struggle and potentially make bad decisions. Ms. Arnold asked if there is an onboarding schedule and process for the newly elected officials to learn about the City's operations. Ms. O'Connor stated there is a process, and thanks to discussion at this meeting, she will concentrate more on the Charter and form of government with newly elected officials. Ms. O'Connor stated the scheduling of the onboarding is difficult during the last two months of the year unless it is scheduled on a second or fourth Tuesday which are the Commission's regular meeting days. Ms. Arnold suggested scheduling a time for the newly elected commissioners and the current board to meet as a welcome. The Commissioners can meet and this could be a time to discuss the City's vision and mission and any pending issues that will be upcoming for a vote at the beginning of the calendar year. Ms. O'Connor stated the charter review and newly elected "boot camp" are straightforward, but the issues can change daily. It was agreed that Staff submit a succession plan to the Commissioners for review if decisions need to be made regarding staff adjustments or emergency hires.

There was a discussion about Board appointments, and how the Charter speaks to those appointments. The discussion determined that those who are currently appointed by the Board, i.e., City Manager, City Attorney, Municipal Court Clerk, Municipal Solicitor, Municipal Registrar and Assistant Secretary to the Commission do not need to be reappointed each year. These people will serve in the appointed positions until removed from those appointments by the Commissioners. The City Manager and the City Attorney have contracts, so the Commission must make a motion that passes with an affirmative vote of four to remove them. Based on State law, the Municipal Judge has a two-year contract, but every two years, the Commission can consider the Municipal Judge position.

Rex Facer introduced the concept of SOAR: Strengths, Opportunities, Aspirations and Results. He stated research has shown if the focus is on positive things, there are better outcomes. Through discussion, the Commissioners identified the strengths, opportunities and aspirations of the City.

The first day ended with reflections of the day. The meeting ended at 4 p.m.

On Day 2, the meeting was convened at 9:06 a.m. with Mayor Hollberg and Commissioners Ward, Curtis, Wright and McCord present. Also present were City Manager, Jessica O'Connor, City Attorney, Drew Whalen, Staff Attorney, Kelsey Carden and Susan Bartholomew to record minutes.

Commissioner Holly Murray arrived at 9:29 a.m.
Commissioner Truman Tinsley was absent.

Also present were Carl Vinson Institute of Government Facilitators, Suzette Arnold and Rex Facer.

There was a recap of the discussions from Day 1 which included the role of the Commissioners and the role of the City Manager. Ms. Arnold reminded the Commissioners that once a vote has been taken on an issue, the Board needs to come together and speak with one voice, even if the vote was not unanimous.

There was a continuation of the SOAR analysis, and a question was posed regarding the Commissioners' aspirations for the City. Commissioner Wright stated he would like to see more activities for the children. There was discussion regarding how the private sector might partner with the City to make the aspiration a reality. Ms. Arnold stated that corporate entities often have foundations that may support social services.

Mr. Facer asked what the Commissioners would like to accomplish over the next five years. The City does not have enough police officers for its population, so we will need to increase that number and emphasize community-oriented policing. The City needs to become an employer of choice for the region so that it can attract and retain highly effective employees. The topic of the disparity of the cost of utilities in the City came up in the discussion. While there is no difference in the rates across the City, the poor quality of housing in certain areas causes utility bills to be higher. Some factors include older appliances, lack of insulation and poorly maintained structures. Another issue is the high percentage of renters versus owners in Griffin, and the perception is that renters do not have a vested interest in their neighborhoods. The discussion moved to quality of life for the citizens. Some ideas were increasing the percentage of home ownership, attracting better quality businesses, increasing household income and increasing population.

The topic of what Staff wants from the Board of Commissioners was next on the agenda. The answers were a common vision, engagement and participation in the execution of Commission goals, consensus and direction for issues, and understanding and clarity on how the Board measures success year to year. The Commissioners assured staff that they are not dissatisfied with Staff's accomplishments or the pace at which these accomplishments have been achieved. Ms. O'Connor stated that Staff reviews its annual goals on a quarterly basis, and mid-way through the year, Staff was dejected by the Commission's reaction or lack of reaction to the work done to that point in the year. We are asking Staff to do more, and for the most part, it is being done. There is a feeling that Staff has accomplished a lot, but Staff is having a problem from a morale perspective that the Commission's vision is not being accomplished. Ms. Arnold stated that vision is forward facing. You can set and accomplish a goal, but the vision will be constant.

The discussion moved to what the Board of Commissioners wants from Staff. The Board wants Staff to know it is thankful, even though the Board asks for many things. The Board wants Staff to thrive and feel appreciated. It wants Staff to have the tools it needs to succeed in carrying out the vision and goals of the City. Commissioner Ward commented that there is a need for all the Commissioners to know what is being discussed between the Mayor and the City Manager. There is sometimes confusion when dealing with other entities, and this causes unneeded and unwanted cloudiness. Ms. Arnold noted that there should not be a void of communication, although some things are discussed as a matter of expediency. The Commission has a very informal way of communication, and it should take its communication more seriously. Ms. Ward commented that she feels there are times when Mayor has overstepped, and Ms. O'Connor was pulled into some situations where it was obvious she was under a lot of pressure. There should be consensus of four members to decide on an issue.

The Commissioners expressed their desire that Staff be more open and fair with residents and commissioners.

Commissioner Ward stated in the past, some things have gone on with employees that were not handled to her satisfaction, noting if there was accountability, she was never informed of it. Ms. Arnold stated the Commissioners must trust the City Manager, even if, individually, they don't agree with her on some things. She reiterated that the Commissioners are the policy setters, and the City Manager manages Staff. If the City Manager is circumvented, she loses credibility.

The Commissioners would like to see initiative from all employees.

Commissioner McCord stated his desire for a bus tour of the entire City for the Commissioners and Staff. Staff can point out improvements, and the Board can witness the work that has been done. Commissioner McCord stated this would be good practice once or twice a year.

The Commissioners participated in an open dialogue regarding trust issues and how to work through them so that the Board can move forward.

The meeting ended at 2:30 p.m.

Attached hereto and made a part hereof is the report from Ms. Suzette Arnold summarizing the facilitated discussion.



City of Griffin Board of Commissioners
City of Griffin
City Hall
October 21 – 22, 2025
Retreat Report

Retreat Participants

Douglas S. Hollberg	Mayor
Cynthia R. Ward	Commissioner District 1
Rose M. Curtis	Commissioner District 2
Holly B. Murray	Commissioner District 3
Charles Wright	Commissioner District 4
Rodney McCord	Commissioner District 6
Jessica O'Connor	City Manager
City Attorney	Andrew J. Whalen, III
City Clerk	Susan Bartholomew
Staff Attorney	Kelsey Carden

Day 1 – October 21, 2025

9:00 am – 9:20 am	Welcome and Introduction
9:20 am – 10:00 am	Ice Breaker
10:00 am – 10:30 am	Group Activity
10:30 am – 10:45 am	BREAK
10:45 am – 11:00 am	Role of the Commission Board
11:00 am – 11:15 am	Role of the City Manager
11:15 am – 12:00 pm	Succession Plan and Implementation

12:00 pm – 1:00 pm	LUNCH
1:00 pm – 2:00 pm	SOAR Analysis
2:00 pm – 2:15 pm	BREAK
2:15 pm – 3:00 pm	SOAR Analysis (cont'd)
3:00 pm – 3:30 pm	Reflection of the Day
3:30 pm – 4:00 pm	Evals, Registration Form, and Adjournment

Day 2 – October 22, 2025

9:00 am - 9:20 am	Day 1 Recap
9:20 am – 9:40 am	Actions from the SOAR Analysis
9:40 am – 10:00 am	What Staff Wants From the Commission Board?
10:00 am – 10:15 am	What the Commission Board Wants From Staff?
10:15 am – 10:30 am	BREAK
10:30 am - 11:00 am	Group Activity
11:00 am – 12:00 pm	Open Dialogue
12:00 pm – 1:00 pm	LUNCH
1:00 pm – 2:00 pm	Dialogue cont'd. (Consensus from Dialogue (If any))
2:00 pm – 3:00 pm	Retreat Accountability Exercise
3:00 pm to 3:30 pm	Reflections
3:30 pm – 4:00 pm	Evals, Registration Forms, Adjournment

Day 1

The City of Griffin's 2-Day retreat began with the formalities of a public meeting, followed by opening remarks from Mayor Hollberg, including the purpose and expectations for the retreat. The first day's activity commenced with a welcome and introduction of the commissioners, staff, and UGA's faculty members, Suzette Arnold, Lori Brill, and Rex Facer, II. On Day 1, the day began with the establishment of Ground Rules, presented by Ms. Arnold. The Commission and team responded with unanimous consensus to proceed accordingly. The team began by outlining the expectations for the retreat.

What do you want to accomplish?

- Better communication
- Work together as "one" board according to the powers allowed
- Maintain team balance
- Clarification that communication is a foundation for leaders and not vice versa

For better understanding, clarify the words

- Teamwork
- Communication

Clarity needed to determine: Why was the word "hunted" used as a reference to the City Manager's role within the organization?

Role of Commissioners and City Manager

Facilitator Lori Brill presented to the team the Roles of Commissioners and the Role of Leadership Staff (City Manager), and General Staff. Using the City of Griffin's own City Charter, Ms. Brill explained the major roles commissioners and staff play in the governance and management of the City of Griffin. She clarified misconceptions based on the charter and responded to questions posed by Commissioners.

The City of Griffin's team engaged in an activity that tested their leadership, communication, teamwork, and ability to work under pressure. Each team was asked to build a structure using 20 spaghetti sticks, a marshmallow, 3 ft of tape, and 3 ft of string that metaphorically represented their organization. The team that builds the highest structure that stands on its

own foundation within the specific allotted timeframe wins the challenge. The task was to build a structure using the materials provided. At the end of the activity, each team was asked to convey the steps taken to decide on the strategy and the strategies used to complete the tasks. They were also asked about the lessons they learned from the experience. Finally, each team was then asked to identify their roles within the organization based on the creation of the structure. The team, via consensus (though not initially), shared the following:

Elected officials

(Represent the Steeple of the structure)



Management Team (Represent the Beams within the structure)



Mid-Level Staff (Represent the Foundation/Base of the organization)



Front-Line Staff (Represent the Foundation of the structure)

Upon recognizing the role of the Commission, the Leadership Team, and staff, the group then expressed the importance of a strong foundation and its requirement for effective and efficient governance and management.

The team then discussed succession planning and agreed that a Succession Plan should be submitted to the Commissioners for review if decisions needed to be made regarding staff adjustments or emergency hires.

The afternoon of Day 1 began with a SOAR Analysis, which examined the **Strengths, Opportunities, Aspirations, and Results** of the team. The following insights from the team were captured during the discussion:

S.O.A.R Analysis

Strengths

City's History

- Talking through difficult things

The community comes together for community events

- Funerals
- Football

Proud people

People's housing progress

Location → transportation

Natural resources

- Water
- Energy
- Sewerage

Higher education

Flight simulator

Vibrant downtown

Planned city

Live, work, play video

- Georgia trend
  - ↳ Visionary city
- Place transformation
- Regional medical facilities
- Golf course- municipal
- Thriving business community
- Leverage outside revenues
- Airport relocation

Opportunities

- Improved public school perception
- Redevelopment investment circles
- Movie hotbed
- Airport
- Old airport
- Recreation
- Children
- Resources have come in and need to be leveraged
- Thriving city
- Housing stock
  - ↳ Investment opportunity
- Collaborative response
  - ↳ Relationships
- Accountability for landlords
- Housing survey

Aspirations

- Safe, wholesome community
- Minimize sub-standard housing
- Range of housing opportunities regardless of income level (meets minimum standards)
- More for children
  - ↳ Partnerships
- Bring community programs under a common purpose
- NGO engagement
- Enhance code enforcement
- Public safety
  - Enhanced public outreach and access
  - Community-oriented policing
- Clean community
- The city attracts great applicants
- Improve quality of life for all residents
  - ★ Housing

Results

- Turnover/ retention
- Qualified applicants
- Public sector career path training

Results QOL

- Population
- Household income
- Permits/types of investments
- Home ownership

Results

- Public trust
- Crime rate

These issues allowed the leadership to start a conversation that identified core strengths of the communities, opportunities that could be leveraged to accomplish the aspirations of the community. However, the key will be to track progress toward these aspirations by focusing on results. This quick analysis can serve as a catalyst for more robust strategic planning and goal setting for Griffin as you move forward in serving the community.

Day 1 ended with participant Reflections from Day 1, and adjourned at 4:00 pm.

Day 2 of the retreat began with a recap of the previous day's SOAR activity. The insights shared for the SOAR Analysis revealed that there is a strong sense of history and a tight community that bonds together in times of grief and celebrations. There are many things to be proud of as **Strengths** in the City of Griffin. It's natural resources, flight school program, golf course, thriving businesses, the new airport, and the anticipated **Opportunity** to repurpose the old airport. The Commissioners and team expressed a desire to seize opportunities to expand businesses and focus attention on redevelopment investment circles. They also have opportunities to address the current housing stock (or lack thereof) and to hold landlords accountable for substandard rentals.

The team **aspires** to continue to work toward a safe, wholesome community that expands public-private partnerships, increases public outreach and access, improves code enforcement, and implements a robust community policing strategy. The team anticipates **results** that will increase public trust, address quality of life issues such as home ownership, local investments and further reduction in crime rates.

Following the SOAR Analysis recap, the team expressed "What the Commissioners Want from Staff" as well as "What Staff Wants From Commissioners." The insights were as follows:

What Staff Want From the Commission:

- Common vision
- Engagement/ participation in execution of goals
- Consensus/ direction
- Understanding/gain clarity on how we measure success Year to Year (specific to housing code)

- Measurable successful results
- Defined communication (what)
- Drafting ordinances: clear direction to ensure accurate and enforceable policy
- Say thank you

What the Commission Wants from Staff:

- The Commission wants staff to know I am thankful even if the Commission requires a lot
- What tools do staff need?
- I want staff to thrive/ feel appreciated
- If customers complain, we have their backs
- To know what is being discussed between the mayor and the City Manager
- Bus tour
- More information on the discussion with the police and fire goals/direction
- To be more open and fairer with residents and commissioners
- Transparency accountability
- Diversity, equity, and inclusion
- Accountability
- Initiative from all team members (see it/ report it)

The Commission then opted to forego the next agenda item for a group activity and forged ahead to the Open Dialogue scheduled for the team to openly discuss items that were of concern. While the discussions at times were emotional, the team pulled together, finding common ground in what was important to the growth of the City of Griffin and the cohesiveness necessary for a collaborative and strong Commission working toward the goals established by the team. The consensus was unanimous that the Commission and staff would positively execute the recommendations coming out of the retreat as is shown below:

Recommendation:

- 1st meeting in February, will be a contract approval of the City Manager and City Attorney when required
- Consensus
- No annual renewal of officer appointment per charter
- Charter reviews every 1-2 years
- Newly elected boot camp onboarding

Accountability Chart

What	Who	When
Approval of contract C. M. and C. Atty as needed by resolution	Comm. Board	Beginning February 26
No annual renewal of officer appts. Per charter	Comm. Board	January 26
Succession plan for each department	City Manager	January 26
Aspirations- Goals- result measures	City Manager	January 26

Accountability expectation

What	Who	When
Charter reviews every two years after elections (pending matters)	City Attorney	December 25
New elected boot camp- onboarding as needed	City Manager/ City Attorney	December 25

On its final day of reflection, the City of Griffin reached consensus on strengthening collaboration to achieve the goals set by the Commission team. Through candid and sometimes challenging conversations, leaders aligned on strategies for effective governance and committed to accountability. The City now looks forward to implementing these action items and continuing the planning process for a stronger future.

A special thanks to the City of Griffin Commission team, dedicated staff, and CVIOG co-facilitators Lori Brill and Rex Facer II for guiding a productive two-day retreat. Together, the City tackled challenges, developed plans for operational excellence, and focused on priorities that drive development, business expansion, and community growth for all citizens.

AGENDA ITEM SUMMARY

ITEM SUMMARY:

Consider minutes of the City of Griffin Board of Commissioners' Called Workshop and Regular Meetings on December 9, 2025.

SPECIAL CONSIDERATIONS OR CONCERNS:

Commissioner Fuller was not yet in office and should abstain on voting on the minutes.

STAFF RECOMMENDATION:

N/A

FINANCIAL IMPACT:

N/A

Submitted By:
Susan Bartholomew

Meeting Date:
13/01/2026

Reviewed By:
Jessica O'Connor

ATTACHMENTS:
12-9-25 Minutes Called Workshop.pdf
12-9-25 Minutes.pdf

CITY OF GRIFFIN BOARD OF COMMISSIONERS
CALLED WORKSHOP MEETING
W. ELMER GEORGE MUNICIPAL HALL
TUESDAY, DECEMBER 9, 2025

Mayor Doug Hollberg presided, convening the meeting at 9:00 a.m. Commissioners attending included Cynthia Ward, Rose Curtis, Brad Wright, 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 Murray arrived at 9:01 a.m.

CALL TO ORDER

1. Discuss proposed changes to operations and services of the Solid Waste Department. *Staff Attorney, Kelsey Carden, will address.*

   Ms. Carden addressed the Commissioners, noting the proposed changes being discussed are a collaborative effort involving employees from GIS, IT, Customer Service, Solid Waste, Code Enforcement and Management Services. The Committee focused on common concerns and complaints, both internal and external. Ms. Carden reminded the Board that in March 2025, Staff made a proposal for future yard waste services, and during the work on yard waste, Staff identified other inconsistencies in the Solid Waste ordinance versus operation which required evaluation and recommended delaying enforcement until Staff could propose comprehensive ordinance and operation changes.

   Ms. Carden covered the menu of current Solid Waste Services and noted the problem is that too many service options have led to inconsistencies and errors. This lowers the quality of services, increases inefficiency and decreases revenue. Ms. Carden stated because we are a combined utility, we must establish uniformity for each type of service. Customers should be able to add on services but not opt out or receive piece-meal solid waste services. The service type should be determined by the type collection, not the container.

   Ms. Carden discussed the proposed service options which include residential service, apartment service, commercial curb side, downtown commercial service, and commercial dumpster service (outside Downtown Service Zone).

   Ms. Carden then discussed recycling including the current ordinance and operation. The City suspended recycling collection operations and enforcement due to storage and operation issues following the Transfer Station fire. Since its repair and return to operation, the Transfer Station has accepted corrugated cardboard (OCC) from industrial customers for the past few months. Staff recommends reducing recyclable material to OCC and mandatory curbside recycling for residential service and curbside collection service customers (those with carts). For apartment and commercial customers, Staff's recommendation is having centralized recycling containers. We will need to develop an education program for residential and commercial customers.

   Ms. Carden discussed the current Yard Waste and Special Handling program. Currently, the City outsources these services to a contractor. Staff met with the current contractor and asked for solutions to common complaints from customers including inconsistent pickups, the need for service confirmation or explanation regarding missed service and the need for a new contract. Staff has determined the need for the City to put out an RFP for yard waste and special handling with the City requiring the contractor be able to provide a consistent pickup schedule for yard waste and special handling, service confirmation and reasonable special handling pay structure favorable to the citizens and Solid Waste.

   Solid Waste is generating a comprehensive rate update that will be presented with the updated ordinance based on the recommended proposal and consensus of the Commissioners.

   The Committee identified internal operations and projects including service confirmation and digital route creation, bill and account correction, pre and post trip inspections of the equipment, tracking additional solid waste services, i.e., special handling and roll offs, solid waste service contracts, electronic payments at the landfill and transfer station, and recycling contract for cardboard.

The Commissioners' consensus is for Staff to proceed with looking into the removal of the residential blue recycling carts. Once we have the correct information in our system regarding the services we provide, Staff will conduct a comprehensive cost of service study. Staff will also look at combining residential services into one charge. Lastly, we will look at the cost of the City providing yard waste and issue a Request For Proposal (RFP), if needed, for a contractor.

Ms. Carden noted the Commissioners will likely see a contract for industrial recycling of OCC.

2. Discuss proposed Personnel Policy Revisions. *Human Resources Director, Stephanie Woods, and City Manager, Jessica O'Connor, will address.*

   Stephanie Woods, Human Resources Director, addressed the Commissioners and outlined the proposed changes for the Personnel Policy which will be effective January 1, 2026.

   Ms. Woods enumerated the proposed changes by Article and/or section. She explained to the Commissioners that the proposed change to Holiday Pay in Section 13.7 will not go forward and will be removed from the proposed changes considered at the meeting this evening. The holiday pay will be discussed with employees during 2026 to ensure the policy is fair for all employees.

3. Consider Executive Session pursuant to O.C.G.A. Section 50-14-3(b)(2) for the purpose of discussing or deliberating upon the appointment, employment, compensation, hiring, disciplinary action or dismissal, or periodic evaluation or rating of a public officer or employee and pursuant to O.C.G.A. Section 50-14-2(1) for the purpose of consulting and meeting with legal counsel pertaining to pending or potential litigation, settlement, claims, administrative proceedings, or other judicial actions brought or to be brought by or against the agency or any officer or employee or in which the agency or any officer or employee may be directly involved.

   Motion/second to enter closed session at 11:01 a.m. by Commissioners Tinsley/Murray carried 7-0.

   Ms. Bartholomew and Mr. Whalen exited the Closed Session at 11:22 a.m.

   Ms. O'Connor exited the Closed Session at 11:30 a.m.

   Ms. O'Connor returned to the Closed Session at 11:43 a.m.

   Mr. Whalen returned to the Closed Session at 11:45 a.m.

   Motion/second to re-enter Open Meeting at 11:54 a.m. by Commissioners Ward/Murray carried 7-0.

   Motion/second to amend the agenda to consider the approval of the proposal presented for the City Manager and allow the Mayor to execute contract related to same by Commissioners Ward/Tinsley carried 7-0.

   Motion/second to approve the proposal presented for the City Manager and allow the Mayor to execute the contract related to same by Commissioners Murray/Tinsley carried 7-0.

   Motion/second to adjourn the Workshop Meeting at 11:56 a.m. by Commissioners Murray/Wright carried 7-0.

ADJOURN

Motion/second to adjourn at 11:56 a.m. by Commissioners Murray/Wright carried 7-0.

_____ _____

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

CITY OF GRIFFIN BOARD OF COMMISSIONERS
CALLED WORKSHOP MEETING
W. ELMER GEORGE MUNICIPAL HALL
TUESDAY, DECEMBER 9, 2025

CITY OF GRIFFIN BOARD OF COMMISSIONERS
REGULAR SCHEDULED MEETING
ONE GRIFFIN CENTER, W. ELMER GEORGE MUNICIPAL HALL
TUESDAY, DECEMBER 9, 2025

Mayor Doug Hollberg presided, convening the meeting at 6:00 p.m. Commissioners attending included Cynthia Ward, Rose Curtis, Holly Murray, Brad Wright, Truman Tinsley, and Rodney McCord. Also present were City Manager, Jessica O'Connor, City Attorney, Drew Whalen, Staff Attorney, Kelsey Carden, Susan Bartholomew and Krisolin Sanford to record minutes.

Call to order by Mayor Hollberg

Pledge of Allegiance ..... Commissioner Murray

Invocation ..... Commissioner Tinsley

Amendment of the Agenda

Motion/second to amend the agenda for a Special Presentation by Commissioners Tinsley/Ward carried 7-0.

Mayor Hollberg presented Commissioner Tinsley with a plaque commemorating his years of service as a City Commissioner. Commissioner Tinsley thanked everyone for the opportunity to serve.

PRESENTATIONS AND DELEGATIONS

1. Recognize Zack Zachery, Maintenance Tech in the Streets Division of the Public Works Department, as the November 2025 Strongest Link in the Chain award recipient. *Director of Planning and Development, Michelle Haynes, will address.*

   Mr. Zackery assisted with the housing survey for Planning and Development while on light duty. Due to Zack's efforts, Planning and Development will have the housing survey completed by the end of the year.

2. Review financial reports for October 2025. *Finance Director, Deborah Manning-Gilbert will address.*

   Deborah Manning-Gilbert addressed the Commissioners, reviewing unaudited financial reports for the month of October 2025 which is 33% of the fiscal year. The General Fund operating revenue is $9,918,301.00 which is 35.63% of budget; operating expenses are $14,122,905.00 which is 31.82% of budget. The Enterprise Funds operating revenue is $45,280,813.00 which is 39.48% of budget; operating expenses are $29,765,635.00 which is 27.35% of budget. The Water/Wastewater Fund operating revenue is $11,813,355.00 which is 36.75% of budget; operating expenses are $6,008,816.00 which is 20.99% of budget. The Electric Fund operating revenue is $27,314,045.00 which is 41.3% of budget; operating expenses are $18,631,336.00 which is 29.63% of budget. The Solid Waste Fund operating revenue is $4,307,242.00 which is 38.56% of budget; the operating expenses are $3,309,147.00 which is 30.19% of budget.

   LOST collections year-to-date are $2,012,143.00, which is 35.61% of budget.
   TSPLOST collections year-to-date are $1,682,425.00, which is 45.14% of budget.

CITIZEN COMMENT

There were no citizen comments.

PUBLIC HEARINGS

3. Receive comments regarding a request for a variance from the minimum lot area, minimum street frontage, minimum lot width, minimum floor area per dwelling unit, and minimum front and side setback requirements for property located at 323 North 4th Street. *Director of Planning and Development, Michelle Haynes, will address.*

   Michelle Haynes, Director of Planning and Development, presented a variance for 323 North 4th Street to divide the parcel into three lots with three single-family homes. The size of the subdivided lots will be consistent with the existing lots in the area. Staff recommended approval.

   There was no public comment.

   Commissioner Murray asked if the variance would have to go before the Planning and Zoning Board but, it does not have to go before the Planning and Zoning Board since it's a variance.

CONSENT AGENDA

4. Consider a contract with Accelecom to renew services for a 1 GBPS Ethernet circuit to the Dr. Brant D. Keller Water Treatment Plant and Reservoir for 12 months with two one-year renewal options for a monthly service charge of $1,995.00. *Chief Technology Officer, Gibb Cotton, will address.*

5. Consider, on second reading, amendments to Chapter 90, Traffic and Vehicles, Article 1, adding Section 90-10, Engine Braking, to prohibit the use of compression or engine brakes within the City limits except in case of emergency. *Staff Attorney, Kelsey Carden, will address.*

   Motion/second to approve the amendment of the Agenda by Commissioners Ward/Murray carried 7-0.

REGULAR AGENDA

6. Consider a request for a variance from the minimum lot area, minimum street frontage, minimum lot width, minimum floor area per dwelling unit, and minimum front and side setback requirements for property located at 323 North 4th Street. *Director of Planning and Development, Michelle Haynes, will address.*

   Motion/second to approve a variance from the minimum lot area, minimum street frontage, minimum lot width, minimum floor area per dwelling unit, and minimum front and side setback requirements for property located at 323 North 4th Street by Commissioners Tinsley/Wright carried 7-0.

7. Consider the minutes of the City of Griffin Board of Commissioners' Workshop meeting on November 25, 2025.

   Motion/second to approve the minutes of the City of Griffin Board of Commissioners' Workshop meeting on November 25, 2025 by Commissioners Ward/Tinsley carried 6-0-1. Commissioner Murray abstained as she did not attend the meeting.

8. Consider the minutes of the City of Griffin Board of Commissioners' Regular Meeting on November 25, 2025.

   Motion/second to approve the minutes of the City of Griffin Board of Commissioners' Regular Meeting on November 25, 2025 by Commissioners Ward/Tinsley carried 5-0-2. Mayor Hollberg and Commissioner Murray abstained as neither attended the meeting.

9. Consider a Purchase Order with Carahsoft Technology Corp., pursuant to Statewide Contract, of OpenGov Software for permitting, case management, licensing, and administrative forms and professional services implementation in the amount of $99,576.76 for FY26, and amend the budget accordingly. *Planning and Development Director, Michelle Haynes, will address.*

   Motion/second to approve a Purchase Order with Carahsoft Technology Corp., pursuant to Statewide Contract, of OpenGov Software for permitting, case management, licensing, and administrative forms and professional services implementation in the amount of $99,576.76 for FY26 and amend the budget accordingly by Commissioners Ward/Murray carried 7-0.

10. Consider a Task Order Form to the Master Services Agreement with LJA Engineering, Inc. for City of Griffin Solid Waste Department in the amount of $45,400.00 for the completion of a Comprehensive Solid Waste Management plan. *Director of Solid Waste, Todd Ennis, will address.*

    Motion/second to approve a Task Order Form to the Master Services Agreement with LJA Engineering, Inc. for City of Griffin Solid Waste Department in the amount of $45,400.00 for the completion of a Comprehensive Solid Waste Management plan by Commissioners Murray/Ward carried 7-0.

11. Consider a professional services agreement with LJA Engineering, Inc., best responsive bidder, for the 2026 Community Development Block Grant Employee Incentive Program, preliminary engineering report, design engineering, and construction observation services in the amount of $47,400.00. *Director of Water and Wastewater, Brandon Lewis, will address.*

    Motion/second to approve a professional services agreement with LJA Engineering, Inc., best responsive bidder, for the 2026 Community Development Block Grant Employee Incentive Program, preliminary engineering report, design engineering, and construction observation services in the amount of $47,400.00 by Commissioners Ward/Tinsley carried 5-0.

12. Consider an agreement with Allen-Smith Consulting, best responsive bidder, in the amount of $15,000.00 to perform grant writing services for the FY 2026 Community Development Block Grant Employee Incentive Program for the City of Griffin. *Director of Water and Wastewater, Brandon Lewis, will address.*

    Motion/second to approve an agreement with Allen-Smith Consulting, best responsive bidder, in the amount of $15,000.00 to perform grant writing services for the FY 2026 Community Development Block Grant Employee Incentive Program for the City of Griffin by Commissioners Ward/Wright carried 7-0.

13. Consider, on first reading, amending the Code of Griffin, Georgia at Chapter 22, BUILDINGS AND BUILDING REGULATIONS, Article II, CONSTRUCTION STANDARDS, at Sec. 22-31, STATE MINIMUM CONSTRUCTION CODES, to conform to changes in the mandatory construction codes and state amendments thereto, approved by the Board of the Georgia Department of Community Affairs, to be effective January 1, 2026. *City Attorney Drew Whalen will address.*

    Motion/second to approve on first reading, amending the Code of Griffin, Georgia at Chapter 22, BUILDINGS AND BUILDING REGULATIONS, Article II, CONSTRUCTION STANDARDS, at Sec. 22-31, STATE MINIMUM CONSTRUCTION CODES, to conform to changes in the mandatory construction codes and state amendments thereto, approved by the Board of the Georgia Department of Community Affairs, to be effective January 1, 2026 by Commissioners Ward/Murray carried 7-0.

14. Consider a claim on behalf of Robert and Karol Sullins for property damage to their real property located at 1133 Pine Valley Road, Griffin, Georgia, based upon Ante Litem Notice, received November 17, 2025, from attorney George Lott, Evans Bowers Attorneys. *City Attorney, Drew Whalen, will address.*

    Motion/second to deny a claim on behalf of Robert and Karol Sullins for property damage to their real property located at 1133 Pine Valley Road, Griffin, Georgia, based upon Ante Litem Notice, received November 17, 2025, from attorney George Lott, Evans Bowers Attorneys by Commissioners Ward/Tinsley 7-0.

15. Consider a Resolution adopting the proposed changes to the Personnel Policy to be effective on January 1, 2026. *City Manager, Jessica O'Connor, will address.*

    Motion/second to approve the proposed changes to the Personnel Policy to be effective on January 1, 2026, less and except the proposed change to Section 13.7, Holiday, by Commissioners Ward/Murray carried 7-0.

16. Consider, on first reading, amendments to the Environmental Council ordinance, Code of Griffin, Chapter 42, *Environment*, Section 42-3, *Environmental Council; Organization*. *City Manager, Jessica O'Connor, will address.*

    Motion/second to approve on first reading, amendments to the Environmental Council ordinance, Code of Griffin, Chapter 42, Environment, Section 42-3, Environmental Council; Organization by Commissioners Murray/Ward carried 7-0.

17. Consider a resolution adopting revisions to certain City of Griffin organizational charts and the corresponding pay scale. *City Manager, Jessica O'Connor, will address.*

    Motion/second to a resolution adopting revisions to certain City of Griffin organizational charts and the corresponding pay scale by Commissioners Ward/Murray carried 7-0

CITY MANAGER'S REPORT

1. Ms. O'Connor congratulated Zack Zachery on his strongest link award, as it was a well-deserved award.
2. Ms. O'Connor congratulated Ms. Eller and her team, as we are now a tree city.
3. Ms. O'Connor congratulated the Police Department for receiving their state Accreditation.
4. Ms. O'Connor reflected as this is the last meeting of the year. She expressed this was the most difficult year, but she has learned the most.
5. Ms. O'Connor expressed it has been rewarding working with Mr. Tinsley in this capacity and how he will be missed.
6. Ms. O'Connor wished all a Merry Christmas.

CITY ATTORNEY'S COMMENT

Mr. Whalen stated Mr. Tinsley would be missed and wished all a Merry Christmas.

COMMISSIONER COMMENTS

Ward: Commissioner Ward expressed how Mr. Tinsley will be missed and joked how she was tired from all the cooking in preparation for his farewell celebration.

Curtis: Commissioner Curtis expressed how Mr. Tinsley will be missed; she wished him a Merry Christmas and wished him well.

Murray: Commissioner Murray expressed that the workshop was productive. Congratulated Ms. Woods on the personnel policy. She said it was good to see everyone. She expressed how Mr. Tinsley has been a wonderful friend over the past eight years, and he will be missed.

Wright: Commissioner Wright shared how Mr. Tinsley will be missed. He congratulated Zack on his award and wished everyone a Merry Christmas.

Tinsley: Commissioner Tinsley shared it will be odd sitting in the audience, and he will continue to be Griffin's biggest cheerleader. He expressed his gratitude for his fellow commissioners and a special thanks to Mayor for being a great mentor.

McCord: Commissioner McCord wished all employees a Merry Christmas and expressed the collective positive thoughts from Commissioner's about employees.

Hollberg: Mayor congratulated Zack on his initiative and character. Mayor thanked Mr. Whalen for breakfast, Tyrone and Commissioner Ward for the reception. Mayor shared his appreciation for the mistletoe market and the tree lighting. Mayor reminded everyone that the Christmas parade is coming up on Saturday. Mayor shared his gratitude for having a great group, and working as a team, he reminded everyone to serve others and expressed his love for everyone.

ADJOURN

Motion/second to adjourn at 6:33 p.m. by Commissioners Tinsley/Murray carried 7-0.

_____ _____

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

AGENDA ITEM SUMMARY

ITEM SUMMARY:

Consider ratification of an Administrative Order Clarifying the Effective Date of the Resolution Approving the Organizational Chart and Payscale Changes Adopted by the Board of Commission at its December 9, 2025 Meeting. *City Manager, Jessica O'Connor, will address.*

SPECIAL CONSIDERATIONS OR CONCERNS:

At its December 9, 2025 meeting, the Commission approved organizational chart changes to the Citywide organizational chart and the departments of Customer Service, Economic Development, Electric, Human Resources Information Technology/Telecom, Planning and Development, Police, and Public Works, as well as approved pay scale changes to reflect the newly created positions and set salaries for those positions. However, the resolution did not specify an effective date, which should have been January 1, 2026. Therefore, an Administrative Order was issued, with the unanimous consent of the Board, to ratify the Administrative Order at its next regular meeting.

STAFF RECOMMENDATION:

Staff recommends approval.

FINANCIAL IMPACT:

Financial impacts will differ amongst departments based on the pay scale.

Submitted By:
Jessica O'Connor

Meeting Date:
13/01/2026

Reviewed By:
Jessica O'Connor

ATTACHMENTS:
Administrative Order Clarifying Effective Date of Org Chart and Pay Scale Changes 12.10.2025.pdf
FINAL FY 26 Payscale as of 01.07.2026.pdf

ADMINISTRATIVE ORDER
NO. 2025 – 002

ADMINISTRATIVE ORDER CLARIFYING THE EFFECTIVE DATE OF THE RESOLUTION APPROVING THE ORGANIZATIONAL CHART AND PAYSCALE CHANGES ADOPTED BY THE BOARD OF COMMISSION AT ITS DECEMBER 9, 2025 MEETING

WHEREAS, at its December 9, 2025 meeting, the Board of Commission approved organizational chart changes to the Citywide organizational chart and the departments of Customer Service, Economic Development, Electric, Human Resources, Information Technology/Telecom, Planning and Development, Police, and Public Works; and

WHEREAS, the Commission also approved pay scale changes to reflect the newly created positions and to set salaries for those positions; and

WHEREAS, the effective date of those changes should be January 1, 2026 pursuant to a consensus of the Commission and were erroneous on the agenda as approved on December 9, 2025;

NOW, THEREFORE, I order that the changes to the organizational charts and pay scale adopted at the December 9, 2025 Board of Commission meeting will be effective on January 1, 2026, and will be ratified by the Commission at its January 13, 2026 meeting.

ORDERED this the 10th day of December 2025.

Jessica W. O'Connor, City Manager
City of Griffin

City of Griffin General Pay Plan *fy26 updated 1.7.26*

*** indicates Exempt position (Grade will have an "S" after it in Paychex) PW= Public Works SW= Stormwater W/WW= WaterWastewater**

Part-Time	*Department*	*Per Hour Rate*
Grade PT01		**$ 16.00**
Apprentice/Intern/Laborer	All departments	
Clubhouse Attendant, Cart Attendant	Public Works	
Groundskeeper	Public Works	
School Crossing Guard	UPD	
Grade PT02		**$ 20.00**
Administrative Coordinator	All departments	
Bailiff	Court	
Golf Course Shift Leader	Public Works	
Grade PT03		**$ 22.00**
Equipment Operator, Class A	Solid Waste	
Grade PT04		**$ 48.00**
Assistant to the Chief of Police	Police	

Full-Time	*Department*	*Per Hour Rate*	*Maximum Per Hour*	*Annual Minimum*	*Annual Maximum*
Grade GS-04		**$ 15.00**	**$ 24.75**	**$ 31,200.00**	**$ 51,480.00**
Cashier	Customer Service				
Receptionist	Customer Service				
Records & Warrant Clerk	Police				
W/WW Operator in Training	W/WW				
Grade GS-05		**$ 15.75**	**$ 25.99**	**$ 32,760.00**	**$ 54,059.20**
Customer Service Representative I	Customer Service				
Recycling Center Attendant	Solid Waste				
Refuse Collector	Solid Waste				
Grade GS-06		**$ 16.54**	**$ 27.29**	**$ 34,403.20**	**$ 56,763.20**
Customer Service Representative II	Customer Service				
Facilities Technician	PW				
Landscape Technician	PW, W/WW				
Maintenance Technician	PW, SW, W/WW				
Service Worker	W/WW				
Grade GS-07		**$ 17.36**	**$ 28.65**	**$ 36,108.80**	**$ 59,592.00**
Billing Specialist	Customer Service				
Scale Attendant	Landfill, Transfer Station				
Stormwater Camera Operator	Stormwater				
Grade GS-08		**$ 18.23**	**$ 30.08**	**$ 37,918.40**	**$ 62,566.40**
Account Specialist	Airport				
Accountant I	Finance				
Administrative Coordinator	All departments				
Billing/Cashier/Contract Desk Supervisor	Customer Service				
Building & Plans Coordinator	Planning & Development				
Crewleader	PW, SW, W/WW				
General Service Technician	PW				
Heavy Equipment Operator	PW, SW				
Inventory Technician	Electric, PW, W/WW				
Leak Detection Technician	W/WW				
Meter Technician	Electric , W/WW				
Utility Locator	Electric				
Utility Services Liaison	W/WW				
Grade GS-09		**$ 19.14**	**$ 31.59**	**$ 39,811.20**	**$ 65,707.20**
Apprentice Lineman	Electric				
Equipment Operator, Class B	PW, SW, Solid Waste, W/WW				
Landfill Operator	Solid Waste				
Non-certified Police Officer	Police				
Systems Operator	Electric				
Telecom Field Technician	IT (Telecom)				
Grade GS-10		**$ 20.10**	**$ 33.17**	**$ 41,808.00**	**$ 68,993.60**
Accountant II	Finance				
Apprentice Lineman II	Electric				
Backflow Coordinator	W/WW				
Deputy Clerk Court	Court				
Equipment Operator, Class A	PW, SW, Solid Waste, W/WW				
Golf Course Shift Leader	PW				
Landfill Operator, Specilaized	Solid Waste				
Operations Manager	Airport				
Sewer Camera Operator	W/WW				
W/WW Operator III	W/WW				

Full-Time	Department	Per Hour Rate	Maximum Per Hour	Annual Minimum	Annual Maximum
* indicates Exempt position (Grade will have an "S" after it in Paychex)		PW= Public Works	SW= Stormwater	W/WW= WaterWastewater	
Grade GS-11		$ 21.11	$ 34.83	$ 43,908.80	$ 72,446.40
Apprentice Lineman III	Electric				
Electric Meter Tech/Energy Auditor	Electric				
Environmental Tech	Stormwater				
Key Accounts Specialist	Electric				
Landscape Maintenance Specialist	PW				
Office Administrator	Electric, Solid Waste, WWW				
Procurement Coordinator	Finance				
Sign & Pavement Marking Technician	PW				
Grade GS-12		$ 22.16	$ 36.57	$ 46,092.80	$ 76,065.60
*Archivist	Planning & Development				
Apprentice Lineman IV	Electric				
Code Enforcement Officer	Planning & Development				
Laboratory Analyst	W/WW				
Mechanic I	PW				
Sr. Systems Operator	Electric				
Service Writer	Public Works				
Grade GS-13		$ 23.27	$ 38.40	$ 48,401.60	$ 79,872.00
*Accountant III	Finance				
Accredidation Manager	Police				
Apprentice Lineman V	Electric				
*Asst. Customer Service Manager	Customer Service				
Benefits & Payroll Specialist	Human Resources				
Environmental Compliance Officer	W/WW				
GIS Field Tech	GIS				
Human Resources Generalist	Human Resources				
Mechanic II	Public Works				
Short Range Planner	Planning & Development				
Sign Shop Manager	Public Works				
Telecom Install Technician	IT (Telecom)				
W/WW Operator II	W/WW				
Zoning Administrator	Planning & Development				
Grade GS-14		$ 24.50	$ 40.43	$ 50,960.00	$ 84,094.40
Apprentice Lineman VI	Electric				
Construction and/or Maintenance Supervisor	W/WW, Stormwater				
Executive Assistant	Mgmt. Services				
Mechanic III	Public Works				
Mechanic, Heavy Equipment	Public Works/Motor Pool				
Special Projects Supervisor	Public Works				
Street Construction Supervisor	Public Works				
Street Landscape & ROW Supervisor	Public Works				
Supervisor	Solid Waste				
*Watershed Protection Specialist	Stormwater				
Grade GS-15		$ 25.73	$ 42.45	$ 53,518.40	$ 88,296.00
Apprentice Lineman VII	Electric				
*Legal Assistant	Management Services				
Master Mechanic	Public Works				
*Senior Executive Assistant	Management Services				
Grade GS-16		$ 26.94	$ 44.45	$ 56,035.20	$ 92,456.00
*Accountant IV	Finance				
Assistant Superintendent	PW				
*CAD/GIS Technician	GIS				
Code Enforcement Supervisor	Planning & Development				
*Help Desk Administrator	I.T.				
*Long Range Planner	Planning & Development				
*Municipal Court Clerk/Court Administrator	Court				
Grade GS-17		$ 28.28	$ 46.67	$ 58,822.40	$ 97,073.60
Apprentice Lineman VIII	Electric				
*Assistant Golf Shop Sales & Marketing Manager	PW				
*Cemetery Supervisor	Public Works				
*Facilities Maintenance Supervisor	Public Works				
*Laboratory Manager	W/WW				
*Land Bank Authority Manager	Planning & Dev.				
*Main Street Mgr. & Community Engagement Coordinator	Communications & Community Engagement				
*Operations Manager	Stormwater				
*Tax & License Admin/Camera Ready Liaison	Planning & Development				
*Telecom Support Specialist	IT (Telecom)				
W/WW Operator I	W/WW				

Full-Time	Department	Per Hour Rate	Maximum Per Hour	Annual Minimum	Annual Maximum
* indicates Exempt position (Grade will have an "S" after it in Paychex)		PW= Public Works	SW= Stormwater	W/WW= WaterWastewater	
Grade GS-18		$ 31.11	$ 51.34	$ 64,708.80	$ 106,787.20
*Budget Analyst	Finance				
*Fleet Maintenance Superintendent	Public Works				
*Golf Shop Manager	Public Works				
*Meter Division Superintendent	W/WW				
*Risk Manager	Human Resources				
Solid Waste Collections Superintendent	Solid Waste				
*Sr. CAD/GIS Technician	GIS				
*Stormwater Superintendent	Stormwater				
Street Superintendent	Public Works				
Wastewater Collection Superintendent	W/WW				
Water Distribution Superintendent	W/WW				
W/WW Asst. Plant Superintendent	W/WW				
Grade GS-19		$ 32.67	$ 53.90	$ 67,953.60	$ 112,112.00
*Controller	Finance				
*Geospatial Systems Administrator	IT				
*Landfill Superintendent	Solid Waste				
*Systems Administrator	IT				
*Telecom Engineer	Telecom				
*W/WW Plant Superintendent	W/WW				
Grade GS-20		$ 34.30	$ 56.60	$ 71,344.00	$ 117,728.00
*Data Analyst	IT				
*Fire/EMS Training Coordinator	Fire				
*Fire Inspector	Fire				
*Sr. Cybersecurity Administrator	IT				
*Sr. Database Administrator	IT				
*Sr. Systems Administrator	IT				
*Technology Integrations Administrator	IT				
Grade GS-21		$ 35.16	$ 58.01	$ 73,132.80	$ 120,660.80
*Emergency Preparedness Coordinator	Fire				
*Fire Marshal	Fire				
Grade GS-22		$ 36.04	$ 59.46	$ 74,963.20	$ 123,676.80
Golf & Parks Superintendent	Public Works				
*Information Technology Manager	IT				
*Operations Manager	Public Works				
System Operations Superintendent	Electric				
*Telecommunications Manager	IT (Telecom(				
Grade GS-23		$ 38.74	$ 63.92	$ 80,579.20	$ 132,953.60
*Asst. Fire Chief	Fire				
*Regional Airport Director	Airport				
Grade GS-24		$ 41.65	$ 68.72	$ 86,632.00	$ 142,937.60
Grade GS-25		$ 44.77	$ 73.87	$ 93,121.60	$ 153,649.60
*Chief Technology Officer	IT				
*Director of Communications & Community Engagement	Communications & Community Engagement				
*Director of Customer Service	Electric				
*Director of Finance	Finance				
*Director of Economic Development	Economic Development				
*Director of Electric	Electric				
*Director of GIS	GIS				
*Director of Human Resources	Human Resources				
*Director of Planning and Development	Planning & Development				
*Director of Public Works	Public Works				
*Director of Solid Waste	Solid Waste				
*Director of Stormwater	Stormwater				
*Director of Water & Wastewater	W/WW				
*Fire Chief	Fire				
Grade GS-26		$ 48.13	$ 79.41	$ 100,110.40	$ 165,172.80
*Director of Public Safety/Police Chief	Office of the Chief				
Grade GS-27		$ 51.73	$ 85.36	$ 107,598.40	$ 177,548.80
Grade GS-28		$ 55.60	$ 91.76	$ 115,648.00	$ 190,860.80
Grade GS-29		$ 59.77	$ 98.64	$ 124,321.60	$ 205,171.20
Grade GS-30		$ 64.25	$ 106.04	$ 133,640.00	$ 220,563.20
*Assistant City Manager, Development Services	Management Services				
*Assistant City Manager, Utilities	Electric				

Linecrew	Grade	Engineering Tech/Grade		Per Hour Minimum	Per Hour Maximum	Annual Minimum	Annual Maximum
Lineman, Class C	LC-CC	Engineering Tech 3	ET-03	$30.78	$ 52.33	$ 64,030.00	$ 108,851.00
Lineman, Class B	LC-CB	Engineering Tech 2	ET-O2	$32.82	$ 44.31	$ 68,273.21	$ 92,168.83
Lineman, Class A	LC-CA	Engineering Tech 1	ET-01	$35.88	$ 48.44	$ 74,638.02	$ 100,761.32
Lineman, Journey	LC-JY	Lead Engin. Tech	ET-LL	$40.98	$ 55.33	$ 85,246.04	$ 115,082.15
Foreman	LC-FM	n/a		$42.44	$ 57.30	$ 88,279.93	$ 119,177.91
Line Construction Superintendent	LC-SU	Tech Services Super.	ET-SU	$42.87	$ 57.88	$ 89,171.00	$ 120,380.86

Fire Suppression Pay Plan, 2904 annual hours	Grade	Per Hour Minimum	Per Hour Maximum	Annual Minimum	Annual Maximum
Fire Recruit	FD-FR	$ 16.18	$ 26.69	$ 46,986.72	$ 77,500.50
Firefighter	FD-01	$ 16.98	$ 28.02	$ 49,318.50	$ 81,375.53
Advanced Firefighter	FD-02	$ 17.83	$ 29.42	$ 51,784.43	$ 85,444.30
Master Firefighter	FD-03	$ 18.72	$ 30.89	$ 54,373.65	$ 89,716.52
Fire Lieutenant	FD-LT	$ 21.53	$ 35.53	$ 62,529.69	$ 103,173.99
Fire Captain	FD-FC	$ 24.76	$ 40.86	$ 71,909.15	$ 118,650.09
Battalion Chief	FD-BC	$ 27.24	$ 44.94	$ 79,100.06	$ 130,515.10

Sworn Law Enforcemen, 2184 annual hours	Grade	Per Hour Minimum	Per Hour Maximum	Annual Minimum	Annual Maximum
Police Officer	PD-PO	$ 28.16	$ 46.46	$ 61,500.00	$ 101,475.00
Master Police Officer	PD-MP	$ 29.57	$ 48.79	$ 64,575.00	$ 106,548.75
Police Sergeant	PD-SG	$ 32.60	$ 53.79	$ 71,193.94	$ 117,470.00
Police Lieutenant	PD-LT	$ 34.23	$ 56.48	$ 74,753.63	$ 123,343.50
*Police Captain (2080 annual hours)	PD-CT	$ 37.74	$ 62.26	$ 78,491.32	$ 129,510.67

AGENDA ITEM SUMMARY

ITEM SUMMARY:

Consider a resolution designating certain positions to act as City Manager designees pursuant to Section 3.2(c) of the Charter of the City of Griffin. *City Manager, Jessica O'Connor, will address*.

SPECIAL CONSIDERATIONS OR CONCERNS:

Pursuant to Section 3.2(c) of the Charter of the City of Griffin, the City Manager is required to designate, subject to approval of the Commission, “a qualified city administrative officer to exercise the powers and perform the duties o the manager during the manager’s temporary absence or physical or mental disability". The City Manager recommends designating Assistant City Manager of Utilities, Jennifer Freeman, and Assistant City Manager of Development Services, Kelsey Carden, as designees

STAFF RECOMMENDATION:

Staff recommends approval.

FINANCIAL IMPACT:

None.

Submitted By:
Jessica O'Connor

Meeting Date:
13/01/2026

ATTACHMENTS:
RES Naming City Manager Designees 01.13.2026.pdf

A RESOLUTION

A RESOLUTION OF THE BOARD OF COMMISSION OF THE CITY OF GRIFFIN, GEORGIA DESIGNATING CITY MANAGER DESIGNESS; ESTABLISHING THE DUTIES OF SAID OFFICE; AND FOR OTHER PURPOSES.

WHEREAS, the City of Griffin, Georgia operates under a City Manager/Commission form of government; and

WHEREAS, Jessica W. O'Connor, as City Manager, is responsible for the administration of all city affairs placed under her charge by the Charter, by general law, or by Ordinance or Resolution of the Commission; and

WHEREAS, pursuant to Section 3.2(c) of the Charter of the City of Griffin, the City Manager is required to designate, subject to approval of the Commission, "a qualified city administrative officer to exercise the powers and perform the duties of the manager during the manager's temporary absence or physical or mental disability"; and

WHEREAS, the Commission approved a new organizational structure to be effective January 1, 2026 declaring two Assistant City Manager positions – one as an Assistant City Manager of Utilities and one as an Assistant City Manager of Development Services; and

WHEREAS, the City Manager, by the power vested in her through Section 3.2(c) of the Charter of the City of Griffin, hereby designates either Jennifer Freeman, Assistant City Manager of Utilities, or Kelsey Carden, Assistant City Manager of Development Services, as her designees with the capability for either to sign independently as designee.

THEREFORE, BE IT RESOLVED that this Board of Commission does hereby approve the designation of Assistant City Manager of Utilities, Jennifer Freeman, or Assistant City Manager of Development Services. Kelsey Carden, as designees of the City Manager.

SO RESOLVED this 13th day of January, 2026.

_____
Douglas S. Hollberg, Mayor

(CITY SEAL)

ATTEST:

_____
Jessica W. O'Connor, Secretary

AGENDA ITEM SUMMARY

ITEM SUMMARY:

Consider a Resolution imposing a 180 day moratorium on Technological Facilities, as defined in State law, which includes data centers and cryptocurrency mining operations. *City Attorney Drew Whalen and Development Director Michelle Haynes will address.*

SPECIAL CONSIDERATIONS OR CONCERNS:

The purpose of this Moratorium is to allow City planning staff time to thoroughly study current Code and ordinance, investigate how other jurisdictions are addressing the issue, and make recommendation for revision of the City's Unified Development Code

The UDC currently does not specifically allow Technological Facilities within the City, either by right or special use permit. A number of these facilities have emerged in Georgia in the last year, and many Georgia cities and counties have imposed moratoriums while adopting zoning ordinances to regulate the use. This type of facility is a legitimate land use and cannot be prohibited all together, but it can be reasonably regulated. In reviewing other jurisdictions, it appears most allow the use by special use permit, which provides for review of the proposed facility on a case-by-case basis.

Particular concerns are the required power usage, water usage, and noise, with traffic being a lesser adverse impact. Generally, these facilities are not large employers, but essentially house large numbers of computers which are operated 24/7. Many jurisdictions have limited their location to industrially-zoned areas and away from residential zones.

STAFF RECOMMENDATION:

Staff recommends approval.

FINANCIAL IMPACT:

Imposing a Moratorium should not have any material financial impact.

Submitted By:
Andrew Whalen

Meeting Date:
13/01/2026

Reviewed By:
Jessica O'Connor

ATTACHMENTS:
Moratorium_on_Data_Centers_011326.pdf

A RESOLUTION

A RESOLUTION BY THE BOARD OF COMMISSIONERS OF THE CITY OF GRIFFIN, GEORGIA, FINDING AND CONCLUDING THE NEED TO IMPOSE A 180 DAY MORATORIUM ON "TECHNOLOGICAL FACILITIES", INCLUDING DATA CENTERS AND CRYPTOCURRENCY MINING OPERATIONS, WITHIN THE CITY OF GRIFFIN, IN ORDER FOR CITY PLANNING STAFF TO STUDY THE IMPACTS SUCH FACILITIES HAVE ON ADJACENT INFRASTRUCTURE, POWER AND WATER USAGE, AND NOISE, AND TO PROPOSE TO THIS BOARD OF COMMISSIONERS REGULATIONS, TO BE ADOPTED BY ORDINANCE, AMENDING THE UNIFIED DEVELOPMENT CODE OF THE CITY OF GRIFFIN, GEORGIA; AND FOR OTHER PURPOSES.

WHEREAS, the Georgia Department of Community Affairs recently revised its regulations for evaluating the impact of large-scale "Technological Facilities", which are defined as "activities within land areas predominantly associated with the collecting, creating, producing, generating, assembling, processing, analyzing, storing, computing, managing, relaying, transmitting or otherwise interacting with data, digital information, or other computational resources." This term includes, but is not limited to, data centers and similar facilities operated primarily for cryptocurrency mining;

WHEREAS, with the proliferation of data centers in the State of Georgia, particularly in the urbanized Greater Atlanta area, many cities and counties have imposed moratoriums in order to review their zoning and land use, and to formulate regulations governing the impacts of these facilities, which must be adopted by ordinance of the governing body of a city or county; and

WHEREAS, the City of Griffin's zoning and land use and development regulations are found in its Unified Development Code, which currently makes no provision for such facilities within the city, either by right or special use permit.

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

1. There is hereby imposed, effective immediately, a 180-day moratorium on the construction and development within the City of Griffin, Georgia, of "Technological Facilities", as defined above, including, but not limited to, data centers and cryptocurrency mining operations. Said moratorium prohibits acceptance by City staff of any applications and permits for zoning decisions and annexations for the intended purpose of developing and operation of a data center. Should the Unified Development Code of Griffin, Georgia be amended in less than the 180-day period to regulate Technological Facilities, the moratorium shall terminate on the effective date of the amended Unified Development Code.

2. During the term of this moratorium, City planning staff shall review current Codes and regulations, seek recommendations and public input by conducting at least one (1) public hearing, and propose revisions to the Unified Development Code to allow, at least by special use permit, Technological Facilities within the City.

3. City planning staff shall consult with the City's other departments to assure recommendations address the impact on power, water, sewer availability and capacity limitations, and noise. Said recommendations shall also consider the impact on traffic and any other adverse impact to adjacent infrastructure.

4. Emphasis should also be given to enforcement of regulations following construction and development, including operational limitations reasonably intended to ameliorate public concerns of legitimate land uses.

5. City planning staff shall develop a timeline, within the 180 day period, to allow for recommendation and adoption of amendments of the Unified Development Code in accordance with the procedures of the Georgia Zoning Procedures Law. If during this study, staff finds and concludes any provisions of the Code of Griffin, Georgia, require revision(s), recommendation shall be made accordingly.

SO RESOLVED, this 13th day of January 2026.

AGENDA ITEM SUMMARY

ITEM SUMMARY:

Consider authorizing travel for the Commissioners to the Georgia Municipal Association's Cities United Summit in Atlanta, Georgia on January 22-26, 2026.

SPECIAL CONSIDERATIONS OR CONCERNS:

This is an annual training and meeting sponsored by the Georgia Municipal Association where Commissioners can obtain required continuing education credits.

STAFF RECOMMENDATION:

N/A

FINANCIAL IMPACT:

This is budgeted in travel and registration (101-1110-52-3500 and 101-1110-52-3700) for Commissioners in FY 26.

Submitted By:
Susan Bartholomew

Meeting Date:
13/01/2026

Reviewed By:
Jessica O'Connor

ATTACHMENTS:
Cities Unite Summit.pdf



CITIES UNITED SUMMIT

GEORGIA MUNICIPAL ASSOCIATION

OMNI ATLANTA HOTEL
at
Centennial Park

REGISTRATION & SCHEDULE

Contact GMA registration staff for questions regarding Cities United Summit at registration@gacities.com

January 23-26, 2026

Omni Atlanta
190 Marietta St NW
Atlanta, GA 30303

ONLINE REGISTRATION
NOVEMBER 12 AT 10:00 AM

www.gacities.com

CITIES UNITED SUMMIT

GEORGIA MUNICIPAL ASSOCIATION

2026 SUMMIT HIGHLIGHTS



Invited special guests including Georgia's top leaders



More than six opportunities to engage directly with Georgia legislators



The Capitol Connection Breakfast and "Cities United Day" at the Capitol



Unmatched training opportunities



OMNI ATLANTA HOTEL

at Centennial Park

Hear directly from candidates running for Governor and Lieutenant Governor at the 2026 Cities United Summit. Get insight into their vision for Georgia and the issues that matter most to cities.

https://www.gacities.com/Legal-Disclaimer

CITIES UNITED SUMMIT

GEORGIA MUNICIPAL ASSOCIATION

2026 SCHEDULE OF EVENTS

FRIDAY, JANUARY 23

8:30 AM – 3:30 PM	Municipal Training Institute classes (6-hour)
8:30 AM – 11:30 AM	Municipal Training Institute & Clerks classes (3-hour)
1:00 PM – 4:00 PM	Municipal Training Institute & Clerks classes (3-hour)
4:15 PM – 5:15 PM	Federal Policy Council Meeting
4:15 PM – 5:15 PM	Municipal Training Board Meeting
4:15 PM – 5:15 PM	Orientation Session for First-time Attendees

SATURDAY, JANUARY 24

8:30 AM – 3:30 PM	Municipal Training Institute & Clerks classes (6-hour)
3:45 PM – 5:30 PM	GMA Board of Directors Meeting

SUNDAY, JANUARY 25

7:30 AM – 8:00 AM	Worship Service
8:15 AM – 8:45 AM	Legislative Policy Council Meeting
9:00 AM – 10:00 AM	Policy Committee Meetings (2)
10:15 AM – 11:15 AM	Policy Committee Meetings (2)
11:30 AM – 1:30 PM	Awards Luncheon
2:00 PM – 3:00 PM	Policy Committee Meetings (2)
3:30 PM – 5:30 PM	Candidates Forum
5:30 PM – 6:30 PM	Networking Reception

MONDAY, JANUARY 26

7:00 AM - 9:00 AM	Capitol Connection Legislative Networking Breakfast
9:30 AM - 12:00 PM	Cities United Day at the Capitol: Photo on Capitol Stairs at 10:30 AM

Cities United Summit full registration includes all Sunday and Monday events.
Training courses on Friday and Saturday require a separate registration fee.

AGENDA ITEM SUMMARY

ITEM SUMMARY:

Consider Executive Session pursuant to O.C.G.A. Section 50-14-3(b)(1)(B) for the purpose of authorizing negotiations to purchase, dispose of, or lease property and pursuant to O.C.G.A. Section 50-14-2(1) for the purpose of consulting and meeting with legal counsel pertaining to pending or potential litigation, settlement, claims, administrative proceedings, or other judicial actions brought or to be brought by or against the agency or any officer or employee or in which the agency or any officer or employee may be directly involved

SPECIAL CONSIDERATIONS OR CONCERNS:

N/A

STAFF RECOMMENDATION:

N/A

FINANCIAL IMPACT:

N/A

Submitted By:
Susan Bartholomew

Meeting Date:
13/01/2026

Reviewed By:
Jessica O'Connor

ATTACHMENTS:
Affidavit for Closed Meeting 1-13-26.pdf

AFFIDAVIT REQUIRED BY O.C.G.A. SECTION 50-14-4(b)(1)

STATE OF GEORGIA
COUNTY OF SPALDING

Personally appeared before the undersigned officer, duly authorized to administer oaths, the Mayor/Mayor Pro-Tem, who being duly sworn, deposes and states the following:

1. He/she is of adult age, laboring under no legal disabilities and competent to give this Affidavit as required by O.C.G.A. Section 50-14-4(b)(1);

2. That he/she is a duly elected Commissioner of the City of Griffin, Georgia and served as the presiding officer of the Board of Commissioners at a meeting held on January 13, 2026 during which a portion of said meeting was closed under relevant exception(s) to the Georgia Open Meetings Law.

   ___X___Pursuant to O.C.G.A. Section 50-14-2(1) for the purpose of consulting and meeting with legal counsel pertaining to pending or potential litigation, settlement, claims, administrative proceedings, or other judicial actions brought or to be brought by or against the agency or any officer or employee or in which the agency or any officer or employee may be directly involved.

   _____Pursuant to O.C.G.A. Section 50-14-2(2) for the purpose of discussing a confidential tax matter;

   ___X____Pursuant to O.C.G.A. Section 50-14-3(b)(1)(B) for the purpose of authorizing negotiations to purchase, dispose of, or lease property;

   _____ Pursuant to O.C.G.A. Section 50-14-3(b)(2) for the purpose of discussing or deliberating upon the appointment, employment, compensation, hiring, disciplinary action or dismissal, or periodic evaluation or rating of a public officer or employee.

   _____ Pursuant to O.C.G.A. 50-14-3(a)(5) – Meetings when discussing or deliberating upon cybersecurity plans, procedures, and contracts regarding provision of cybersecurity services.

   _____ Pursuant to O.C.G.A. 50-14-3(b)(4) for the purpose of considering portions of a record made exempt from public inspection or disclosure under Article 4 of Chapter 18 of Title 50. Applicable Exemption: O.C.G.A. 50-18-72(a)(19) and (25)(A).

The subject matter(s) of the closed portion of the meeting was devoted to the purpose(s) stated within the specific relevant exception(s) pursuant to which said meeting was closed.

FURTHER AFFIANT SAYETH NOT.

_____
Douglas S. Hollberg, Mayor

Sworn to and subscribed before me
This 13th day of January 2026.

_____
Notary Public:
My commission expires: _____ (Seal)