

AGENDA
Regular Scheduled Meeting
CITY OF GRIFFIN BOARD OF COMMISSIONERS
September 8, 2026
W. ELMER GEORGE MUNICIPAL HALL
6:00 PM

Present:

Call to order by Mayor Hollberg

Pledge of Allegiance

Invocation

Approval of Agenda

PRESENTATIONS AND DELEGATIONS

1. Recognize Eugene Garrett Parrish as the August Strongest Link in the Chain award recipient. *Public Works Director, Mariza Eller, will address.*
2. Review financial reports for July 2026. *City Manager, Jessica O'Connor 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

3. Consider the minutes of the City of Griffin Board of Commissioners' Workshop and Regular Meetings on August 25 2026.
4. Consider a Task Order Form to the Master Services Agreement with LJA Engineering, INC in the amount of \$14,350.00 for the Shoal Creek C&D Landfill Aerial Lidar Mapping to produce the Remaining Capacity Report. *Director of Solid Waste, Todd Ennis, will address.*
5. Consider a purchase agreement for crane and hoist inspection, maintenance, and repair services from All-Lift Systems, LLC in an amount not to exceed \$25,000.00. *Director of Water and Wastewater, Brandon Lewis, will address.*
6. Consider a purchase agreement for water and sewer laboratory supplies, operating supplies, and related equipment from USA BlueBook, in an amount not to exceed \$70,000.00. *Director of Water and Wastewater, Brandon Lewis, will address.*
7. Consider the purchase of a 2027 Ford F-550 Service Truck in the amount of \$186,646.45 from Akins Ford, state contract. *Public Works Director, Mariza Eller, will address.*
8. Consider an amendment to the 2019 multi-year Software-As-A-Service agreement with Neptune Technology Service Group, Inc. in the amount of \$43,346.63 for the AMI and AMR water meter network. *Director of Water and Wastewater, Brandon Lewis, will address.*

REGULAR AGENDA

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

9. Consider a Memorandum of Agreement with Georgia Department of Transportation for the installation of electric infrastructure that includes, light poles, utility poles and lighting fixtures. The project will stretch from 8th St to the Veterinarian Clinic on Hwy16. *Electric Director, Jason Crane, will address.*
10. Consider an Amendment to the City's Agreement with Power DMS by NeoGOV in the amount of \$6,640.10 for purposes of adding additional annual licenses of the PowerDMS PowerPolicy software subscription for use by the City of Griffin Fire Department. *Fire Chief, John Hamilton, will address.*
11. Consider a Resolution to amend the City of Griffin's Fiscal Year 2026-2027 Operating & Capital Budget to provide the annual allocation to the Downtown Development Authority for property acquisition in the amount of \$500,000.00. *Assistant City Manager of Development Services, Kelsey Carden, will address.*
12. Consider a Resolution authorizing the City Attorney and designated special counsel, now litigating claims of damages from PFAS contamination of the Flint River, to negotiate settlement with certain named defendants in said action, and for other purposes. *City Attorney Drew Whalen will address.*
13. Consider a claim for Wrongful Death of Malcom Freeling by Jasmine Freeling, as set forth in purported Ante Litem Notice from Morgan & Morgan, dated August 11, 2026, as received on August 17, 2026. *City Attorney Drew Whalen will address.*
14. Consider a Resolution accepting the resignation of Susan Bartholomew as Assistant Open Records Officer and appointing Ragan Jones as Assistant Open Records Officer; this resolution does not impact the appointment of Ashlee Hurst as Assistant Open Records Officer or the appointment of Jessica O'Connor as Open Records Officer. *City Manager, Jessica O'Connor, will address.*
15. Consider a Resolution accepting the resignation of Susan Bartholomew as Municipal Registrar and appointing Ragan Jones as Municipal Registrar. *City Manager, Jessica O'Connor, will address.*
16. Consider a Resolution appointing Ragan Jones, City Clerk, as Assistant Secretary to the Commission.

CITY MANAGER'S REPORT

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

CITY ATTORNEY COMMENTS

CITY COMMISSIONER COMMENTS

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

ADJOURN

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

AGENDA ITEM SUMMARY

ITEM SUMMARY:

Recognize Eugene Garrett Parrish as the August Strongest Link in the Chain award recipient. *Public Works Director, Mariza Eller, 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:

08/09/2026

Reviewed By:

Jessica O'Connor

ATTACHMENTS:

[HR Printer_20260902_122406.pdf](#)



Strongest Link in the Chain (Individual) Nomination Form

Nominee Name Eugene Garrett Parrish Department P.W. Golf/Parks

****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 Mariza Eller Date _____

Your (Nominator) Name Miller Bayne Mallary III Department P.W. Golf/Parks

Submission Date to HR _____

Is this monthly nomination? Yes ☒ No ☐ If yes, which month August

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.

Eugene Garrett Parrish works long and hard hours out the course and the parks. He is our Heavy equipment operator. He cuts rough with our tractor and trimax throughout the summer/growing months on the course. He is also found using the skidsteere, loader, mini ex, loader, topdresser, roller, fairway mower, greens mower, and tee mower. He knows how to use all the small/big equipment here at the golf course/parks. On August 17th Garrett was mowing rough in the right place right time because he came across a golfer in distress from the heat (92 degrees out) playing hole number 4. The man felt very weak and close to fainting. Garrett could see and feel something was wrong with the man so he went over to offer his assistance to get the man to the golf proshop as soon as possible to cool his body temperature down. Garrett's quick response and willingness to help prevented the situation from becoming so much worse.

So for August strongest link in the chain I would like to nominate Eugene Garrett Parrish for his hard work, dedication, selflessness, awareness, professionalism, and swiftness. One of the great employees here at the City of Griffin.

Commendation for Excellent Service – Griffin City Golf Course

To the City of Griffin,

I am writing to formally recognize and commend **Garret Parrish**, a landscaper at Griffin City Golf Course, for his outstanding service, quick thinking, and compassion toward me during a recent visit to the golf course.

On **Monday, August 17, 2026**, I went to play golf at Griffin City Golf Course. The temperature was approximately **92 degrees**, and I decided to walk the course. As a **100% disabled veteran**, I felt that I was prepared to handle the heat. I made sure to bring plenty of water and electrolytes and took the necessary precautions before beginning my round.

Unfortunately, by approximately the **4th hole**, I began feeling extremely weak and became close to fainting. At that point, Garret Parrish noticed that I was in distress and immediately came to my assistance. He quickly got me off the course and transported me to the clubhouse, where I could get into a cooler environment and receive assistance.

Garret Parrish's quick response and willingness to help may have prevented the situation from becoming much more serious. His awareness, professionalism, and genuine concern for my well-being were greatly appreciated. In a moment when I was not in a condition to safely help myself, **Garret Parrish stepped up and made sure I got to a safe place.**

I believe employees who demonstrate this level of attentiveness and care deserve to be recognized. Garret Parrish represented the City of Griffin and Griffin City Golf Course extremely well, and I am very grateful for what he did for me that day.

Please accept this letter as my **formal recommendation and commendation for Garret Parrish's excellent service**. I hope the City of Griffin will recognize him for his actions and the positive impact he had on my experience.

Thank you, Garret Parrish, for looking out for me when I needed it most.

Sincerely,

Josiah Adams

USMC Veteran

Griffin, Georgia

AGENDA ITEM SUMMARY

ITEM SUMMARY:

Review financial reports for July 2026. *City Manager, Jessica O'Connor will address.*

SPECIAL CONSIDERATIONS OR CONCERNS:

N/A

STAFF RECOMMENDATION:

N/A

FINANCIAL IMPACT:

N/A

Submitted By:

Amanda Carmichael

Meeting Date:

08/09/2026

Reviewed By:

Jessica O'Connor

ATTACHMENTS:

[Budget_to_Actual_Update.docx](#)

[LOST 07.31.2026.pdf](#)

[TSPLOST 07.31.2026.pdf](#)

[Interim Statements by Fund_7.31.2026.pdf](#)

[Cash Balance 7.31.2026.pdf](#)

July financial statements – 8.3% 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	1,622,932	5.81	3,177,687	6.43
Enterprise Funds	10,965,861	9.45	7,069,794	6.63
Water / Wastewater	3,294,477	10.01	1,456,488	5.67
Electric	6,083,085	9.18	4,596,328	7.57
Solid Waste	1,116,744	9.75	596,493	4.58

Year-to-Date Sales Tax Analysis

Sales Tax	Dollars Collected	Percent of Budget
LOST	514,484	8.87
TSPLOST	437,123	11.73

CITY OF GRIFFIN
SALES TAX ANALYSIS

LOCAL OPTION SALES TAX (LOST)															MTD Change from		
	FY 2023			FY 2024			FY 2025			FY 2026			FY 2027			Prior Year	Percent
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	\$ 458,324	\$ 458,324	8.85%	\$ 473,019	\$ 473,019	8.92%	\$ 470,106	\$ 470,106	8.55%	\$ 500,567	\$ 500,567	8.86%	\$ 514,484	\$ 514,484	8.87%	\$ 13,918	2.78%
August	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%		\$ -			
September	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%		\$ -			
October	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%		\$ -			
Distribution							\$ -			\$ -				\$ -			
November	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%		\$ -			
December	465,265	2,757,078	53.25%	452,471	2,807,942	52.98%	472,799	2,810,370	51.10%	514,974	3,009,681	53.27%		\$ -			
January	545,958	3,303,035	63.80%	560,583	3,368,525	63.56%	567,668	3,378,038	61.42%	588,260	3,597,941	63.68%		\$ -			
February	415,351	3,718,386	71.82%	423,694	3,792,219	71.55%	421,302	3,799,340	69.08%	477,487	4,075,428	72.13%		\$ -			
March	420,772	4,139,158	79.95%	459,845	4,252,064	80.23%	439,681	4,239,021	77.07%	457,158	4,532,585	80.22%		\$ -			
April	492,846	4,632,004	89.47%	470,825	4,722,889	89.11%	495,364	4,734,385	86.08%	527,508	5,060,094	89.56%		\$ -			
Distribution							\$ -			\$ -				\$ -			
May	460,159	5,092,163	98.35%	452,490	5,175,379	97.65%	479,356	5,213,742	94.80%	506,351	5,566,445	98.52%		\$ -			
Jun	467,858	5,560,021	107.39%	470,577	5,645,956	106.53%	472,850	5,686,592	103.39%	501,153	6,067,598	107.39%		\$ -			
Total	\$ 5,560,021			\$ 5,645,956			\$ 5,686,592			\$ 6,067,598			\$ 514,484				
% of Budget	107.39%			106.53%			103.39%			107.39%			8.87%				
Budget	\$ 5,177,373			\$ 5,300,000			\$ 5,500,000			\$ 5,650,000			\$ 5,800,000				
Average	\$ 463,335			\$ 470,496			\$ 473,883			\$ 505,633			\$ 514,484				

**CITY OF GRIFFIN
SALES TAX ANALYSIS**

- SPECIAL PURPOSE LOCAL OPTION SALES TAX

FY 2023				FY 2024				FY 2025				FY 2026				FY 2027			
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%		\$ 437,123	\$ 437,123	11.73%	
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%		493,351	2,605,171	69.89%		\$ -			
January	331,213	2,615,427	70.17%	343,359	2,680,069	71.90%		358,465	2,749,229	73.76%		394,866	3,000,037	80.48%		\$ -			
February	342,395	2,957,822	79.35%	379,372	3,059,441	82.08%		366,550	3,115,779	83.59%		390,791	3,390,828	90.97%		\$ -			
March	395,641	3,353,463	89.97%	387,858	3,447,299	92.48%		415,584	3,531,363	94.74%		450,453	3,841,281	103.05%		\$ -			
April	367,844	3,721,307	99.83%	371,587	3,818,886	102.45%		398,590	3,929,953	105.43%		431,533	4,272,814	114.63%		\$ -			
May	378,958	4,100,265	110.00%	382,870	4,201,755	112.72%		399,495	4,329,448	116.15%		426,656	4,699,470	126.08%		\$ -			
Jun	379,147	4,479,412	120.17%	384,950	4,586,706	123.05%		420,901	4,750,349	127.44%		440,205	5,139,674	137.89%		\$ -			
Total	\$ 4,479,412			\$ 4,586,706				\$ 4,750,349				\$ 5,139,674				\$ 437,123			
% of Budget	120.17%			123.05%				127.44%				137.89%				11.73%			
Budget	\$ 3,727,500			\$ 3,727,500				\$ 3,727,500				\$ 3,727,500				\$ 3,727,500			
Average	\$ 373,284			\$ 382,225				\$ 395,862				\$ 428,306				\$ 437,123			
% Increase PY	4.42%			2.40%				3.57%				12.06%				2.06%			
Actual Inception to Date	\$ 5,551,828			\$ 10,138,533				\$ 14,888,882				\$ 15,278,208				\$ 15,715,331			
Cummulative Budget	\$ 4,471,250			\$ 8,198,750				\$ 11,926,250				\$ 11,926,250				\$ 15,653,750			



INTERIM STATEMENTS by Fund
All Funds: City-Wide
For the One Month Ending Friday, July 31, 2026

9/4/2026
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	FISCAL YEAR 2027			Variance with		PRIOR FYTD	
	Actual		Amended Budget	Amended Budget		7/31/2025	6/30/2026
	MTD	FYTD				Actual	Actual
				\$ Over / (Under) %			
OPERATING REVENUE							
TAXES							
Real property - current year	\$6,630	\$6,630	\$6,281,735	(\$6,275,105)	0.11%	\$11,087	\$5,911,785
Public utility			20,480	(20,480)			
Real property - prior year	18,794	18,794	155,000	(136,206)	12.13%	16,014	184,686
Motor vehicle	1,227	1,227	16,000	(14,773)	7.67%	1,985	16,674
Intangible			44,000	(44,000)			35,810
Railroad equipment			7,000	(7,000)			7,270
Real estate transfer (intangible)			20,000	(20,000)			23,705
Total Taxes	26,651	26,651	6,544,215	6,517,564	0.41%	29,086	6,179,930
Motor vehicle title ad valorem tax fee	62,735	62,735	675,000	(612,265)	9.29%	53,395	700,578
Franchise taxes:							
Electric			60,000	(60,000)			53,586
Gas			212,000	(212,000)			217,977
Television cable			125,000	(125,000)			127,906
Telephone			13,000	(13,000)			18,591
Payment In Lieu of Tax GHA			13,750	(13,750)			29,371
Video			10,000	(10,000)			9,788
Total Franchise taxes			433,750	(433,750)			457,219
Total Taxes and Franchise taxes	89,386	89,386	7,652,965	7,563,579	1.17%	82,481	7,337,727
Local option sales and use taxes	514,484	514,484	5,800,000	(5,285,516)	8.87%	500,567	6,067,598
Hotel/Motel	20,453	20,453	226,000	(205,547)	9.05%	18,461	220,076
Alcoholic beverage excise	625	625	602,000	(601,375)	0.10%		522,726
Other							(4,525)
Total selective sales and use taxes	21,078	21,078	828,000	(806,922)	2.55%	18,461	738,277
Business taxes:							
Business and occupation taxes	3,630	3,630	465,000	(461,370)	0.78%	750	461,087
Insurance premium taxes			2,500,000	(2,500,000)			2,554,486
Financial institutions taxes			135,000	(135,000)			141,054
Total business taxes	3,630	3,630	3,100,000	(3,096,370)	0.12%	750	3,156,627
Penalties and interest on delinquent taxes							
Real	4,881	4,881	50,000	(45,119)	9.76%	4,348	83,751
Business			1,250	(1,250)			2,061
Total penalties and interest on delinquent taxes	4,881	4,881	51,250	(46,369)	9.52%	4,348	85,812
TOTAL TAXES	633,459	633,459	17,432,215	(16,798,756)	3.63%	606,607	17,386,041
LICENSE AND PERMITS							
Business licenses:							
Alcoholic beverages:							
Alcoholic Beverage License			245,000	(245,000)		650	247,050
Total alcoholic beverage licenses			245,000	(245,000)		650	247,050
General business licenses:							
Insurance	75	75	32,000	(31,925)	0.23%	300	28,388
Mobile food vendor permits			250	(250)		25	100
Media production fees	650	650		650		100	2,600
Total general business licenses	725	725	32,250	(31,525)	2.25%	425	31,088
Total Business licenses	725	725	277,250	(276,525)	0.26%	1,075	278,138
Non-business licenses and permits:							
Building and signs:							
Zoning and land use permits	1,200	1,200	7,000	(5,800)	17.14%	500	11,200
House moving permit							50
Sign permits	845	845	10,000	(9,155)	8.45%	560	14,500
Other permits			2,000	(2,000)			450
Catering	100	100	2,600	(2,500)	3.85%		2,350



INTERIM STATEMENTS by Fund
All Funds: City-Wide
For the One Month Ending Friday, July 31, 2026

9/4/2026
9:57 AM

	FISCAL YEAR 2027			Variance with		PRIOR FYTD	
	Actual		Amended Budget	Amended Budget		7/31/2025	6/30/2026
	MTD	FYTD		\$ Over / (Under)	%	Actual	Actual
Total building and sign permits	2,145	2,145	21,600	(19,455)	9.93%	1,060	28,550
Regulatory fees (permits):							
Building structures and equipment permits:							
Protective	9,100	9,100	50,000	(40,900)	18.20%	8,250	57,750
Building	46,799	46,799	350,000	(303,201)	13.37%	342,021	748,177
Plumbing	8,300	8,300	8,000	300	103.75%	450	7,188
Electrical	2,400	2,400	42,000	(39,600)	5.71%	7,750	46,775
Gas			500	(500)			550
Mechanical	1,200	1,200	3,000	(1,800)	40.00%	650	4,450
Total building structures and equipment permits	67,799	67,799	453,500	385,701	14.95%	359,121	864,890
Total non-business licenses and permits	69,944	69,944	475,100	(405,156)	14.72%	360,181	893,440
Penalties and interest on delinquent licenses and permits							
Alcoholic license			5,000	(5,000)			8,750
Interest on business licenses							629
Total penalties and interest on delinquent licenses and permits			5,000	(5,000)			9,379
TOTAL LICENSES AND PERMITS	70,669	70,669	757,350	(686,681)	9.33%	361,256	1,180,957
CHARGES FOR SERVICES							
General government:							
Fees - plan reviews	75	75	4,000	(3,925)	1.88%	2,000	4,325
Fees - demolition recovery	1,413	1,413		1,413		1,661	32,986
Fees - zoning applications	350	350	4,500	(4,150)	7.78%	1,150	7,100
Information technology fees	300	300		300		300	3,600
Indirect cost allocation	747,229	747,229	9,021,710	(8,274,481)	8.28%	718,384	8,620,606
GIS cost allocation	40,008	40,008	480,095	(440,087)	8.33%	39,593	475,121
Motor pool charges	82,358	82,358	1,018,800	(936,442)	8.08%	109,557	897,057
Publication Sales							240
Business occupation tax admin fee	1,050	1,050	78,400	(77,350)	1.34%	300	78,900
Total general government	872,783	872,783	10,607,505	9,734,722	8.23%	872,945	10,119,935
Public safety - fire inspections	554	554	8,500	(7,946)	6.52%	145	11,451
Public safety - prisoner housing fees	5,267	5,267	63,000	(57,733)	8.36%	4,576	65,444
Utilities / enterprise charges and fees							
Fees - Collection - Residential	271,698	271,698	3,140,629	(2,868,931)	8.65%	46,669	3,152,772
Fees - Collection - Commercial	122,451	122,451	1,410,000	(1,287,549)	8.68%	26,985	1,427,375
Fees - Transfer Station	221,359	221,359	2,100,000	(1,878,641)	10.54%	199,921	2,361,421
Fees - Special Handling	2,770	2,770	25,000	(22,230)	11.08%	2,220	24,210
Fees - Rolloff Containers	69,797	69,797	824,000	(754,203)	8.47%	78,550	866,760
Fees - Yard Waste Disposal	80,726	80,726	965,940	(885,214)	8.36%	13,994	943,638
Fees - Yard Waste Special Handling	38	38		38		(7)	(144)
Sale of Recycled Materials	2,276	2,276	3,000	(724)	75.87%	6,028	60,193
Permit Fees - Commercial Hauler	200	200	4,000	(3,800)	5.00%	100	2,500
Fees - Landfill Use	310,266	310,266	2,640,000	(2,329,734)	11.75%	217,560	2,929,598
Recycling Fees Sort Line	9,227	9,227	150,000	(140,773)	6.15%		44,522
Water Institutional	18,643	18,643	200,000	(181,357)	9.32%	17,543	247,438
Fees - Water Industrial	30,001	30,001	375,000	(344,999)	8.00%	15,723	318,581
Fees - Water Residential	386,830	386,830	4,950,000	(4,563,170)	7.81%	53,037	4,445,429
Fees - Water Commercial	129,285	129,285	1,900,000	(1,770,715)	6.80%	4,550	1,478,363
Pass-Thru Water Spalding County			(5,800,000)	5,800,000			(5,323,219)
Fees - Fire Hydrant Water	1,352	1,352	25,000	(23,648)	5.41%	4,821	31,756
Fees - Water Lock Cut	400	400	3,000	(2,600)	13.33%	600	5,275



INTERIM STATEMENTS by Fund
All Funds: City-Wide
For the One Month Ending Friday, July 31, 2026

9/4/2026
9:57 AM

	FISCAL YEAR 2027			Variance with		PRIOR FYTD	
	Actual		Amended Budget	Amended Budget		7/31/2025	6/30/2026
	MTD	FYTD				Actual	Actual
				\$ Over / (Under)	%		
Bulk Water - Spalding County	1,029,837	1,029,837	12,250,000	(11,220,163)	8.41%	94,951	11,381,106
Bulk Water - Williamson	9,562	9,562	110,000	(100,438)	8.69%	2,635	93,180
Bulk Water - Zebulon	33,215	33,215	485,000	(451,785)	6.85%	6,944	410,271
Bulk Water - Butts County	2,422	2,422	43,000	(40,578)	5.63%		32,841
Bulk Water - Coweta County	490,500	490,500	6,340,000	(5,849,500)	7.74%	271,945	6,177,445
Bulk Water - Barnesville							36
Bulk Water - City of Concord	2,273	2,273	6,000	(3,727)	37.88%	613	6,817
Bulk Water - Pike Co Water & Sewerage Authority	1,239	1,239	3,500	(2,261)	35.40%	611	6,410
Bulk Water - Hampton	1,000	1,000	12,000	(11,000)	8.33%		22,000
Fees - Water Tap							9,240
Fees - Water Irrigation	45,075	45,075	400,000	(354,925)	11.27%	20,991	358,420
Fees - Meter Install			25,500	(25,500)		2,540	37,940
Fees - Commercial Broken Pipe	768	768	11,500	(10,732)	6.68%	253	8,988
Sewer Flat - Industrial	33,033	33,033	350,000	(316,967)	9.44%	14,525	344,247
Sewer Flat - Residential	531,411	531,411	6,450,000	(5,918,589)	8.24%	63,609	6,078,128
Sewer Flat - Commercial	287,805	287,805	2,850,000	(2,562,195)	10.10%	71,639	3,189,714
Sewer Tap Fee			24,200	(24,200)			36,950
Wastewater Capacity Recovery Fee	46,600	46,600		46,600		175,000	1,092,861
Water Capacity Recovery Fee	14,400	14,400		14,400		3,600	80,025
Stormwater - Residential Upper Tier	40,648	40,648	489,316	(448,668)	8.31%	7,147	477,433
Stormwater - Residential Lower Tier	19,120	19,120	243,662	(224,542)	7.85%	3,705	222,245
Stormwater - Commercial Fees	196,307	196,307	2,426,823	(2,230,516)	8.09%	68,017	2,315,435
Sewer - Sun City	152,580	152,580	1,600,000	(1,447,420)	9.54%	1,963	1,767,556
Sewer - Greyson Parc	19,063	19,063	205,000	(185,937)	9.30%	631	223,360
Sewer - Spalding County	296	296		296			1,016
Pass-Thru - Sewer							(1,734,947)
Fees - Electric Residential Service	2,098,236	2,098,236	21,200,000	(19,101,764)	9.90%	365,211	19,843,365
Fees - Electric Commercial Service	1,850,329	1,850,329	20,778,000	(18,927,671)	8.91%	530,608	19,842,754
Fees - Electric Industrial Service	799,836	799,836	9,000,000	(8,200,164)	8.89%	344,085	8,872,646
Fees - Electric Fuel Adjustment	819,242	819,242	8,800,000	(7,980,758)	9.31%	223,919	8,384,171
Fees - Electric Temporary Service	75	75	2,000	(1,925)	3.75%	50	1,550
Fees - Pole Rental Current Year			301,000	(301,000)			280,988
ECCR Adjustment	154,574	154,574	1,610,988	(1,456,414)	9.59%	42,262	1,581,934
MEAG Pineview RECA Fees	348	348		348			1,278
Telecom - Telephone Revenue	3,316	3,316	44,304	(40,988)	7.48%	(426)	38,356
Telecom - Telephone Internal Customer Fees	5,362	5,362	64,158	(58,796)	8.36%	2,932	64,484
Total utilities / enterprise charges and fees	10,345,791	10,345,791	109,041,520	(98,695,729)	9.49%	3,008,254	104,566,711
Other / enterprise charges and fees							
Green Fees	37,537	37,537	305,000	(267,463)	12.31%	34,138	338,752
Handicap Fees	45	45	3,375	(3,330)	1.33%		497
Golf Cart Rentals	38,026	38,026	395,000	(356,974)	9.63%	51,545	412,089
Merchandise Sales	2,544	2,544	30,000	(27,456)	8.48%	4,193	27,322
Driving Range Fees	2,880	2,880	38,000	(35,120)	7.58%	4,979	40,481
Membership Fees	4,400	4,400	50,000	(45,600)	8.80%	6,650	64,690
Food & Beverage	5,352	5,352	42,000	(36,648)	12.74%	7,216	46,630
Beer Sales	1,641	1,641	20,000	(18,359)	8.21%	2,694	20,896
Pull Cart Rentals	32	32	1,700	(1,668)	1.88%		293
Tournament Fees	2,197	2,197	40,000	(37,803)	5.49%	5,507	44,738
Golf Balls	5,000	5,000	35,000	(30,000)	14.29%	5,691	42,139
Fuel Sales - AVGAS	14,980	14,980	214,850	(199,870)	6.97%	17,132	185,412
Fuel Sales - Jet A	36,803	36,803	296,720	(259,917)	12.40%	9,332	346,185
Airport Services - Tug Fees	90	90		90		30	270



INTERIM STATEMENTS by Fund
All Funds: City-Wide
For the One Month Ending Friday, July 31, 2026

9/4/2026
9:57 AM

	FISCAL YEAR 2027			Variance with		PRIOR FYTD	
	Actual		Amended Budget	Amended Budget		7/31/2025	6/30/2026
	MTD	FYTD				Actual	Actual
				\$ Over / (Under)	%		
Fiber Fees	58,281	58,281	725,451	(667,170)	8.03%	6,514	720,831
Fiber Fees - Internal Customer Fees	42,600	42,600	497,651	(455,051)	8.56%	22,547	502,497
Total other / enterprise charges and fees	252,408	252,408	2,694,747	(2,442,339)	9.37%	178,168	2,793,722
Other fees							
General Fund-Customer Service							
-Charges for Serv- -	63,928	63,928	766,850	(702,922)	8.34%	10,864	762,933
Fuel Flowage Fees			40,400	(40,400)		5,360	40,480
Landfill Capital Surcharge Fee	8,071	8,071	72,000	(63,929)	11.21%	5,951	76,522
Landfill Closure Surcharge Fee	8,071	8,071	72,000	(63,929)	11.21%	5,951	76,519
Container Fees	4,260	4,260	49,000	(44,740)	8.69%	3,780	45,840
Pole Installation			5,000	(5,000)			70,337
After Hours Service Fee	775	775	20,000	(19,225)	3.88%	1,475	31,459
Connection Fees	21,225	21,225	225,000	(203,775)	9.43%	21,985	235,490
Surge Protection Fees	368	368	5,000	(4,632)	7.36%	81	4,575
Reconnect Fees	7,255	7,255	210,000	(202,745)	3.45%	15,645	203,590
Underground Trenching	11,454	11,454	45,000	(33,546)	25.45%	19,737	125,196
UGA Contracted Services							4,741
Credit Card Fees	2,080	2,080	15,000	(12,920)	13.87%	1,106	13,978
Power Resoration Aid			55,000	(55,000)			
Overnight Fees	90	90	200	(110)	45.00%	20	240
Total other fees	127,577	127,577	1,580,450	(1,452,873)	8.07%	91,955	1,691,900
Culture and recreation							
Still Branch WTP Gate Receipts			4,000	(4,000)		544	544
Total culture and recreation			4,000	(4,000)		544	544
Other charges for services							
Cemetery Opening/Closing Fee							3,380
Site Sales	13,150	13,150		13,150		5,600	139,525
Cemetery Fees	10,830	10,830	170,000	(159,170)	6.37%	6,300	218,700
Niche Engraving	150	150		150			500
Internment Fees	1,650	1,650	24,000	(22,350)	6.88%	900	25,350
Monument Fees	1,000	1,000	10,000	(9,000)	10.00%	300	15,150
Returned Check Fees	3,430	3,430	32,500	(29,070)	10.55%	3,325	34,295
Delinquent Penalties	128,682	128,682	1,675,000	(1,546,318)	7.68%	145,890	1,574,762
Total other charges for services	158,892	158,892	1,911,500	(1,752,608)	8.31%	162,315	2,011,662
TOTAL CHARGES FOR SERVICES	11,763,272	11,763,272	125,911,222	(114,147,950)	9.34%	4,318,902	121,261,369
FINES AND FORFEITURES							
Court							
Police Revenue	1,224	1,224	13,000	(11,776)	9.42%	1,523	14,043
Traffic Fines	51,958	51,958	800,000	(748,042)	6.49%	47,605	657,956
Fine Surcharge - Technology - Court	1,634	1,634	20,000	(18,366)	8.17%	1,618	22,166
School Zone Speed Safety Program	1,050	1,050	28,125	(27,075)	3.73%	2,100	44,372
Total court revenues and fines	55,866	55,866	861,125	(805,259)	6.49%	52,846	738,537
Bond confiscations							
Confiscations						1,500	11,635
Total Bond Confiscations						1,500	11,635
Confiscations							
Federal Confiscations							10,609
Total state and federal confiscations							10,609



INTERIM STATEMENTS by Fund
All Funds: City-Wide
For the One Month Ending Friday, July 31, 2026

9/4/2026
9:57 AM

	FISCAL YEAR 2027			Variance with		PRIOR FYTD	
	Actual		Amended Budget	Amended Budget		7/31/2025	6/30/2026
	MTD	FYTD				Actual	Actual
				\$ Over / (Under) %			
National Opioid Settlement Payments	28,240	28,240		28,240			36,699
TOTAL FINES AND FORFEITURES	84,106	84,106	861,125	(777,019)	9.77%	54,346	797,480
RENTS AND ROYALTIES							
Property Rental	11,221	11,221	145,394	(134,173)	7.72%	14,991	150,053
Water Tower	7,268	7,268	87,212	(79,944)	8.33%	6,425	84,806
Sale of Excess Capacity			100,000	(100,000)		3,186	21,888
Third-party Sales	105,549	105,549	585,500	(479,951)	18.03%	91,382	888,884
Equipment Rental Fees	1,484	1,484	15,173	(13,689)	9.78%	3,115	15,539
MEAG Refunding Flexible Operating						3,186	21,889
AMR from MEAG Trust	900	900	10,800	(9,900)	8.33%	900	10,800
T-Hangar Rentals	1,025	1,025	14,400	(13,375)	7.12%	1,025	12,300
Tie Down Rentals	100	100	2,700	(2,600)	3.70%	50	850
Ground Leases	13,486	13,486	169,704	(156,218)	7.95%	15,180	166,323
MEAG Year End Settlement			800,000	(800,000)			5,373,535
Settlements from Insurance Claims							101,529
Settlements from Insurance Claims	5,078	5,078		5,078		102,602	877,897
Cash Over/Short	21	21		21		(76)	448
Misc Revenue	101,117	101,117	42,400	58,717	238.48%	137,238	1,992,401
TOTAL RENTS AND ROYALTIES	247,249	247,249	1,973,283	(1,726,034)	12.53%	379,204	9,719,142
TOTAL OPERATING REVENUE	12,798,755	12,798,755	146,935,195	(134,136,440)	8.71%	5,720,315	150,344,989
OPERATING EXPENSE							
Personal Services and Employee Benefits:							
Salaries and Wages	2,178,257	2,178,257	36,191,661	34,013,404	6.02%	942,229	29,221,412
Employee Benefits	986,658	986,658	14,034,586	13,047,928	7.03%	905,330	9,061,126
Total Personal Services and Employee Benefits	3,164,915	3,164,915	50,226,247	47,061,332	6.30%	1,847,559	38,282,538
Purchased or Contracted Services	1,234,002	1,234,002	26,259,247	25,025,245	4.70%	1,367,127	27,299,754
Utilities:							
Water/Sewerage	25,532	25,532	299,835	274,303	8.52%	19,037	301,966
Natural Gas	1,024	1,024	60,836	59,812	1.68%	478	58,001
Electricity	244,207	244,207	3,270,820	3,026,613	7.47%	236,354	2,883,806
Propane			98,400	98,400			43,750
Gasoline	17,903	17,903	2,276,793	2,258,890	0.79%	92,461	1,293,521
Stormwater	70,456	70,456	849,639	779,183	8.29%	68,483	827,525
Customer Service Fee	392	392	4,746	4,354	8.26%	389	4,691
Total Utilities	359,514	359,514	6,861,069	6,501,555	5.24%	417,202	5,413,260
Supplies	262,297	262,297	8,046,154	7,783,857	3.26%	161,774	5,884,372
Electricity for Resale	3,759,710	3,759,710	42,700,038	38,940,328	8.80%	3,887,886	42,010,582
Capital Outlay:							
Property (Land and Buildings)	476,760	476,760	6,312,500	5,835,740	7.55%	170,535	32,362,400
Machinery and Equipment	8,050	8,050	4,122,245	4,114,195	0.20%		3,936,765
Capital Outlay - Reclass to Balance Sheet	(473,629)	(473,629)		473,629		(170,535)	(27,186,683)
Total Capital Outlay	11,181	11,181	10,434,745	10,423,564	0.11%		9,112,482
Depreciation Expense	741,061	741,061	7,793,600	7,052,539	9.51%	723,781	8,680,386
Bad Debt			219,000	219,000			384,873
Inter-Departmental Charges	901,215	901,215	11,453,290	10,552,075	7.87%	1,113,113	15,085,637
Miscellaneous	66,841	66,841	496,500	429,659	13.46%		145,953
TOTAL OPERATING EXPENSE	10,500,736	10,500,736	164,489,890	153,989,154	6.38%	9,518,442	152,299,837
OPERATING INCOME (LOSS)	2,298,019	2,298,019	(17,554,695)	19,852,714	(13.09%)	(3,798,127)	(1,954,848)



INTERIM STATEMENTS by Fund
All Funds: City-Wide
For the One Month Ending Friday, July 31, 2026

9/4/2026
9:57 AM

	FISCAL YEAR 2027		Variance with		PRIOR FYTD	
	Actual	Amended	Amended Budget		7/31/2025	6/30/2026
	MTD	FYTD	Budget	\$ Over / (Under) %	Actual	Actual
NON-OPERATING INCOME (EXPENSE)						
Intergovernmental						
Federal Government Grants						
Operating - Categorical						
Direct	3,769	3,769		3,769	7,864	25,674
Indirect						12,375
Total Operating - Categorical	3,769	3,769		3,769	7,864	38,049
Capital						
Direct						36,500
Indirect						3,114,158
Net Capital						3,150,658
Total Federal Government Grants	3,769	3,769		3,769	7,864	3,188,707
Federal Government Transfers (Non-Grant)						
America Rescue Plan (ARP) Act of 2021 Fiscal Recovery Funds						1,207,526
State Government Grants						
Operating - Categorical						
Direct						
Miscellaneous State Grant						41,985
GA DOT Grant			360,000	(360,000)		798,114
Total Direct			360,000	360,000		840,099
Total Operating - Categorical			360,000	(360,000)		840,099
Capital						
Direct (CDBG Grant Proceeds)					167,797	19,309,580
Total Capital						3,150,658
Total State Government Grants			360,000	(360,000)	167,797	20,149,679
Local Government Unit Grants						
Spalding Co. Contribution			568,389	(568,389)		227,035
Board of Education - RESA			220,095	(220,095)		202,357
Spalding County Contribution			265,257	(265,257)		182,947
City of Griffin Contribution						(224,575)
Total Local Government Unit Grants			1,053,741	1,053,741		387,764
Transportation Special purpose local option sales and use taxes	437,123	437,123	3,727,500	(3,290,377)	11.73%	432,325
Total Intergovernmental revenue	440,892	440,892	5,141,241	(4,700,349)	8.58%	607,986
Intergovernmental - Exp	(10,369)	(10,369)	(532,056)	521,687	1.95%	(9,449)
Total Intergovernmental - net	430,523	430,523	4,609,185	(4,178,662)	9.34%	598,537
Interest Income						
Bank Account Interest	227	227		227		2,722
Bank Account Interest	126,054	126,054	1,000,000	(873,946)	12.61%	136,288
Bank Account Interest	349,925	349,925		349,925		1,586,156
Dividends	145,371	145,371		145,371		1,837,720
P-Card Rebate Program	6,996	6,996		6,996		13,419
Unrealized Gain/Loss on Investments	(164,497)	(164,497)		(164,497)		(92,271)
Total Interest/Investment Income	464,076	464,076	1,000,000	(535,924)	46.41%	232,289
Principal	(20,622)	(20,622)	(9,326,860)	9,306,238	0.22%	(164,940)
Interest Expense	(2,158,579)	(2,158,579)	(4,958,125)	2,799,546	43.54%	(491,574)
Total principal and interest expense	(2,179,201)	(2,179,201)	(14,284,985)	12,105,784	15.26%	(656,514)
						(3,497,852)



INTERIM STATEMENTS by Fund
All Funds: City-Wide
For the One Month Ending Friday, July 31, 2026

9/4/2026
9:57 AM

	FISCAL YEAR 2027			Variance with		PRIOR FYTD	
	Actual		Amended Budget	Amended Budget		7/31/2025	6/30/2026
	MTD	FYTD		\$ Over / (Under) %		Actual	Actual
Contributions and donations							
Contributions & Donations			26,600	(26,600)			62,943
Contributed Capital							14,007
GMA Safety Grant							20,000
Total contributions and donations			26,600	(26,600)			96,950
Gain (loss) on sale of capital assets							
Gain / Loss on Sale of Assets							38,307
GMA Lease Proceeds			758,500	(758,500)			339,489
Total gain (loss) on sale of capital assets			758,500	(758,500)			377,796
TOTAL NON-OPERATING INCOME (EXPENSE)	(1,284,602)	(1,284,602)	(7,890,700)	6,606,098	16.28%	174,312	31,929,859
INCOME (LOSS) BEFORE TRANSFERS	1,013,417	1,013,417	(25,445,395)	26,458,812	(3.98%)	(3,623,815)	29,975,011
TRANSFERS							
Transfers - in	274,770	274,770	19,023,586	(18,748,816)	1.44%	1,435,754	16,290,738
Transfers - out	(274,770)	(274,770)	(19,677,701)	19,402,931	1.40%	(1,435,754)	(16,290,738)
TOTAL TRANSFERS - NET			(654,115)	654,115			
CHANGE IN NET POSITION	\$1,013,417	\$1,013,417	(\$26,099,510)	\$27,112,927	(3.88%)	(\$3,623,815)	\$29,975,011
CONTROL TOTALS							
Total Revenues	\$13,978,496	\$13,978,496	\$174,436,607	(\$160,458,111)	8.01%	\$7,996,346	\$202,668,129
Total Expenditures	12,965,077	12,965,077	198,984,631	186,019,554	6.52%	11,620,159	172,693,118
Revenues less expenditures	1,013,419	1,013,419	(24,548,024)	(25,561,443)	(4.13%)	(3,623,813)	29,975,011
Difference	(\$2)	(\$2)	(\$1,551,486)	(\$1,551,484)	0.00%	(\$2)	



INTERIM STATEMENTS by Fund
Governmental Funds
For the One Month Ending Friday, July 31, 2026

9/4/2026
9:57 AM

	FISCAL YEAR 2027			Variance with		PRIOR FYTD	
	Actual		Amended	Amended Budget		7/31/2025	6/30/2026
	MTD	FYTD	Budget	\$	Over / (Under) %	Actual	Actual
TAXES							
Real property - current year	\$6,630	\$6,630	\$6,281,735	(\$6,275,105)	0.11%	\$11,087	\$5,911,785
Public utility			20,480	(20,480)			
Real property - prior year	18,794	18,794	155,000	(136,206)	12.13%	16,014	184,686
Motor vehicle	1,227	1,227	16,000	(14,773)	7.67%	1,985	16,674
Intangible			44,000	(44,000)			35,810
Railroad equipment			7,000	(7,000)			7,270
Real estate transfer (intangible)			20,000	(20,000)			23,705
Total Taxes	26,651	26,651	6,544,215	6,517,564	0.41%	29,086	6,179,930
Motor vehicle title ad valorem tax fee	62,735	62,735	675,000	(612,265)	9.29%	53,395	700,578
Franchise taxes:							
Electric			60,000	(60,000)			53,586
Gas			212,000	(212,000)			217,977
Television cable			125,000	(125,000)			127,906
Telephone			13,000	(13,000)			18,591
Payment In Lieu of Tax GHA			13,750	(13,750)			29,371
Video			10,000	(10,000)			9,788
Total Franchise taxes			433,750	(433,750)			457,219
Total Taxes and Franchise taxes	89,386	89,386	7,652,965	7,563,579	1.17%	82,481	7,337,727
Local option sales and use taxes	514,484	514,484	5,800,000	(5,285,516)	8.87%	500,567	6,067,598
Hotel/Motel	20,453	20,453	226,000	(205,547)	9.05%	18,461	220,076
Alcoholic beverage excise	625	625	602,000	(601,375)	0.10%		522,726
Other							(4,525)
Total selective sales and use taxes	21,078	21,078	828,000	(806,922)	2.55%	18,461	738,277
Business taxes:							
Business and occupation taxes	3,630	3,630	465,000	(461,370)	0.78%	750	461,087
Insurance premium taxes			2,500,000	(2,500,000)			2,554,486
Financial institutions taxes			135,000	(135,000)			141,054
Total business taxes	3,630	3,630	3,100,000	(3,096,370)	0.12%	750	3,156,627
Penalties and interest on delinquent taxes							
Real	4,881	4,881	50,000	(45,119)	9.76%	4,348	83,751
Business			1,250	(1,250)			2,061
Total penalties and interest on delinquent taxes	4,881	4,881	51,250	(46,369)	9.52%	4,348	85,812
TOTAL TAXES	633,459	633,459	17,432,215	(16,798,756)	3.63%	606,607	17,386,041
LICENSE AND PERMITS							
Business licenses:							
Alcoholic beverages:							
Alcoholic Beverage License			245,000	(245,000)		650	247,050
Total alcoholic beverage licenses			245,000	(245,000)		650	247,050
General business licenses:							
Insurance	75	75	32,000	(31,925)	0.23%	300	28,388
Mobile food vendor permits			250	(250)		25	100
Media production fees	650	650		650		100	2,600
Total general business licenses	725	725	32,250	(31,525)	2.25%	425	31,088
Total Business licenses	725	725	277,250	(276,525)	0.26%	1,075	278,138
Non-business licenses and permits:							
Building and signs:							
Zoning and land use permits	1,200	1,200	7,000	(5,800)	17.14%	500	11,200
House moving permit							50
Sign permits	845	845	10,000	(9,155)	8.45%	560	14,500
Other permits			2,000	(2,000)			
Catering	100	100	2,600	(2,500)	3.85%		2,350
Total building and sign permits	2,145	2,145	21,600	(19,455)	9.93%	1,060	28,100



INTERIM STATEMENTS by Fund
Governmental Funds
For the One Month Ending Friday, July 31, 2026

9/4/2026
9:57 AM

	FISCAL YEAR 2027			Variance with		PRIOR FYTD	
	Actual		Amended Budget	Amended Budget		7/31/2025	6/30/2026
	MTD	FYTD		\$	Over / (Under) %	Actual	Actual
Regulatory fees (permits):							
Building structures and equipment permits:							
Protective	9,100	9,100	50,000	(40,900)	18.20%	8,250	57,750
Building	46,799	46,799	350,000	(303,201)	13.37%	342,021	748,177
Plumbing	8,300	8,300	8,000	300	103.75%	450	7,188
Electrical	2,400	2,400	42,000	(39,600)	5.71%	7,750	46,775
Gas			500	(500)			550
Mechanical	1,200	1,200	3,000	(1,800)	40.00%	650	4,450
Total building structures and equipment permits	67,799	67,799	453,500	385,701	14.95%	359,121	864,890
Total non-business licenses and permits	69,944	69,944	475,100	(405,156)	14.72%	360,181	892,990
Penalties and interest on delinquent licenses and permits							
Alcoholic license			5,000	(5,000)			8,750
Interest on business licenses							629
Total penalties and interest on delinquent licenses and permits			5,000	(5,000)			9,379
TOTAL LICENSES AND PERMITS	70,669	70,669	757,350	(686,681)	9.33%	361,256	1,180,507
CHARGES FOR SERVICES							
General government:							
Fees - plan reviews	75	75	4,000	(3,925)	1.88%	2,000	4,325
Fees - demolition recovery	1,413	1,413		1,413		1,661	32,986
Fees - zoning applications	350	350	4,500	(4,150)	7.78%	1,150	7,100
Information technology fees	300	300		300		300	3,600
Indirect cost allocation	747,229	747,229	9,021,710	(8,274,481)	8.28%	718,384	8,620,606
GIS cost allocation	40,008	40,008	480,095	(440,087)	8.33%	39,593	475,121
Publication Sales							240
Business occupation tax admin fee	1,050	1,050	78,400	(77,350)	1.34%	300	78,900
Total general government	790,425	790,425	9,588,705	8,798,280	8.24%	763,388	9,222,878
Public safety - fire inspections	554	554	8,500	(7,946)	6.52%	145	11,451
Public safety - prisoner housing fees	5,267	5,267	63,000	(57,733)	8.36%	4,576	65,444
Utilities / enterprise charges and fees							
Sale of Recycled Materials							1,997
Total utilities / enterprise charges and fees							1,997
Other fees							
Credit Card Fees	2,080	2,080	15,000	(12,920)	13.87%	1,106	13,978
Total other fees	2,080	2,080	15,000	(12,920)	13.87%	1,106	13,978
Other charges for services							
Cemetery Opening/Closing Fee							3,380
Site Sales	13,150	13,150		13,150		5,600	139,525
Cemetery Fees	10,830	10,830	170,000	(159,170)	6.37%	6,300	218,700
Niche Engraving	150	150		150			500
Internment Fees	1,650	1,650	24,000	(22,350)	6.88%	900	25,350
Monument Fees	1,000	1,000	10,000	(9,000)	10.00%	300	15,150
Returned Check Fees							140
Total other charges for services	26,780	26,780	204,000	(177,220)	13.13%	13,100	402,745
TOTAL CHARGES FOR SERVICES	825,106	825,106	9,879,205	(9,054,099)	8.35%	782,315	9,718,493
FINES AND FORFEITURES							
Court							



INTERIM STATEMENTS by Fund
Governmental Funds
For the One Month Ending Friday, July 31, 2026

9/4/2026
9:57 AM

	FISCAL YEAR 2027			Variance with		PRIOR FYTD	
	Actual		Amended Budget	Amended Budget		7/31/2025	6/30/2026
	MTD	FYTD		\$ Over / (Under)	%	Actual	Actual
Police Revenue	1,224	1,224	13,000	(11,776)	9.42%	1,523	14,043
Traffic Fines	51,958	51,958	800,000	(748,042)	6.49%	47,605	657,956
Fine Surcharge - Technology - Court	1,634	1,634	20,000	(18,366)	8.17%	1,618	22,166
School Zone Speed Safety Program	1,050	1,050	28,125	(27,075)	3.73%	2,100	44,372
Total court revenues and fines	55,866	55,866	861,125	(805,259)	6.49%	52,846	738,537
Bond confiscations							
Confiscations						1,500	11,635
Total Bond Confiscations						1,500	11,635
Confiscations							
Federal Confiscations							10,609
Total state and federal confiscations							10,609
National Opioid Settlement Payments	28,240	28,240		28,240			36,699
TOTAL FINES AND FORFEITURES	84,106	84,106	861,125	(777,019)	9.77%	54,346	797,480
RENTS AND ROYALTIES							
Property Rental	11,021	11,021	142,994	(131,973)	7.71%	14,791	147,653
Third-party Sales	75	75		75		60	285
Ground Leases			20,328	(20,328)		1,694	20,328
Settlements from Insurance Claims						20,453	80,401
Misc Revenue	56,866	56,866		56,866		74,935	1,136,339
TOTAL RENTS AND ROYALTIES	67,962	67,962	163,322	(95,360)	41.61%	111,933	1,385,006
TOTAL OPERATING REVENUE	1,681,302	1,681,302	29,093,217	(27,411,915)	5.78%	1,916,457	30,467,527
OPERATING EXPENSE							
Personal Services and Employee Benefits:							
Salaries and Wages	1,273,881	1,273,881	20,682,268	19,408,387	6.16%	545,086	17,174,647
Employee Benefits	581,467	581,467	8,089,138	7,507,671	7.19%	525,400	5,329,711
Allocated Payroll Costs	(30,888)	(30,888)	(370,652)	(339,764)	8.33%	(26,893)	(322,713)
Total Personal Services and Employee Benefits	1,824,460	1,824,460	28,400,754	26,576,294	6.42%	1,043,593	22,181,645
Purchased or Contracted Services	653,666	653,666	9,519,877	8,866,211	6.87%	921,664	14,651,594
Utilities:							
Water/Sewerage	5,214	5,214	79,510	74,296	6.56%	5,662	60,898
Natural Gas	602	602	27,800	27,198	2.17%	478	30,077
Electricity	53,689	53,689	645,470	591,781	8.32%	50,608	581,010
Propane			5,500	5,500			1,738
Gasoline	1,965	1,965	803,629	801,664	0.24%	38,687	449,980
Stormwater	64,383	64,383	775,998	711,615	8.30%	62,600	756,256
Customer Service Fee	161	161	2,016	1,855	7.99%	158	1,922
Total Utilities	126,014	126,014	2,339,923	2,213,909	5.39%	158,193	1,881,881
Supplies	60,830	60,830	2,360,113	2,299,283	2.58%	32,428	1,654,235
Capital Outlay:							
Property (Land and Buildings)	3,131	3,131	3,727,500	3,724,369	0.08%		7,209,448
Machinery and Equipment	8,050	8,050	1,725,652	1,717,602	0.47%		1,903,034
Total Capital Outlay	11,181	11,181	5,453,152	5,441,971	0.21%		9,112,482
Inter-Departmental Charges	463,067	463,067	5,216,015	4,752,948	8.88%	587,151	8,009,087
Miscellaneous	53,892	53,892	216,500	162,608	24.89%		96,157
TOTAL OPERATING EXPENSE	3,193,110	3,193,110	53,506,334	50,313,224	5.97%	2,743,029	57,587,081
OPERATING INCOME (LOSS)	(1,511,808)	(1,511,808)	(24,413,117)	22,901,309	6.19%	(826,572)	(27,119,554)



INTERIM STATEMENTS by Fund
Governmental Funds
For the One Month Ending Friday, July 31, 2026

9/4/2026
9:57 AM

	FISCAL YEAR 2027			Variance with		PRIOR FYTD	
	Actual		Amended	Amended Budget		7/31/2025	6/30/2026
	MTD	FYTD	Budget	\$ Over / (Under) %		Actual	Actual
NON-OPERATING INCOME (EXPENSE)							
Intergovernmental							
Federal Government Grants							
Operating - Categorical							
Direct	3,769	3,769		3,769		7,864	25,674
Indirect							12,375
Total Operating - Categorical	3,769	3,769		3,769		7,864	38,049
Capital							
Indirect							21,402
Net Capital							21,402
Total Federal Government Grants	3,769	3,769		3,769		7,864	59,451
Federal Government Transfers (Non-Grant)							
America Rescue Plan (ARP) Act of 2021 Fiscal Recovery Funds							1,207,526
State Government Grants							
Operating - Categorical							
Direct							
Miscellaneous State Grant							40,000
GA DOT Grant			360,000	(360,000)			798,114
Total Direct			360,000	360,000			838,114
Total Operating - Categorical			360,000	(360,000)			838,114
Capital							
Direct (CDBG Grant Proceeds)						167,797	689,681
Total Capital							21,402
Total State Government Grants			360,000	(360,000)		167,797	1,527,795
Local Government Unit Grants							
Board of Education - RESA			220,095	(220,095)			202,357
Spalding County Contribution			265,257	(265,257)			182,947
Total Local Government Unit Grants			485,352	485,352			385,304
Transportation Special purpose local option sales and use taxes	437,123	437,123	3,727,500	(3,290,377)	11.73%	432,325	5,139,674
Total Intergovernmental revenue	440,892	440,892	4,572,852	(4,131,960)	9.64%	607,986	8,319,750
Intergovernmental - Exp	(10,369)	(10,369)	(427,056)	416,687	2.43%	(9,449)	(448,502)
Total Intergovernmental - net	430,523	430,523	4,145,796	(3,715,273)	10.38%	598,537	7,871,248
Interest Income							
Bank Account Interest	124,998	124,998	1,000,000	(875,002)	12.50%	135,014	1,470,736
Bank Account Interest	7,143	7,143		7,143		8,325	43,548
Dividends	(167)	(167)		(167)		8,675	225,185
P-Card Rebate Program	6,996	6,996		6,996			
Unrealized Gain/Loss on Investments	126,756	126,756		126,756		1,747	475,515
Total Interest/Investment Income	265,726	265,726	1,000,000	(734,274)	26.57%	153,761	2,214,984
Principal	(20,622)	(20,622)	(604,200)	583,578	3.41%	(164,940)	(471,297)
Interest Expense	(105,716)	(105,716)	(298,745)	193,029	35.39%	(109,258)	(266,982)
Total principal and interest expense	(126,338)	(126,338)	(902,945)	776,607	13.99%	(274,198)	(738,279)
Contributions and donations							
Contributions & Donations							5,665
Contributed Capital							14,007
GMA Safety Grant							20,000



INTERIM STATEMENTS by Fund
Governmental Funds
For the One Month Ending Friday, July 31, 2026

9/4/2026
9:57 AM

	FISCAL YEAR 2027		Amended Budget	Variance with Amended Budget		PRIOR FYTD	
	Actual			Amended Budget		7/31/2025	6/30/2026
	MTD	FYTD		\$ Over / (Under)	%	Actual	Actual
Total contributions and donations							39,672
Gain (loss) on sale of capital assets							
Gain / Loss on Sale of Assets							38,307
Total gain (loss) on sale of capital assets							38,307
TOTAL NON-OPERATING INCOME (EXPENSE)	569,911	569,911	4,242,851	(3,672,940)	13.43%	478,100	9,425,932
INCOME (LOSS) BEFORE TRANSFERS	(941,897)	(941,897)	(20,170,266)	19,228,369	4.67%	(348,472)	(17,693,622)
TRANSFERS							
Transfers - in	259,280	259,280	14,484,152	(14,224,872)	1.79%	1,315,818	14,076,742
Transfers - out	(274,770)	(274,770)	(5,373,484)	5,098,714	5.11%	(376,595)	(3,540,687)
TOTAL TRANSFERS - NET	(15,490)	(15,490)	9,110,668	(9,126,158)	(0.17%)	939,223	10,536,055
CHANGE IN NET POSITION	(\$957,387)	(\$957,387)	(\$11,059,598)	\$10,102,211	8.66%	\$590,751	(\$7,157,567)
CONTROL TOTALS							
Total Revenues	\$2,647,202	\$2,647,202	\$49,150,220	(\$46,503,018)	5.39%	\$3,994,023	\$55,156,981
Total Expenditures	3,604,586	3,604,586	60,209,818	56,605,232	5.99%	3,403,271	62,314,549
Revenues less expenditures	(957,384)	(957,384)	(11,059,598)	(10,102,214)	8.66%	590,752	(7,157,568)
Difference	(\$3)	(\$3)		\$3	0.00%	(\$1)	\$1



INTERIM STATEMENTS by Fund
101-General Fund
For the One Month Ending Friday, July 31, 2026

9/4/2026
9:57 AM

	FISCAL YEAR 2027			Variance with		PRIOR FYTD	
	Actual		Amended	Amended Budget		7/31/2025	6/30/2026
	MTD	FYTD	Budget	\$	Over / (Under) %	Actual	Actual
TAXES							
Real property - current year			\$5,349,735	(\$5,349,735)			\$4,829,736
Public utility			20,480	(20,480)			
Real property - prior year	18,794	18,794	155,000	(136,206)	12.13%	16,014	184,686
Motor vehicle	1,227	1,227	16,000	(14,773)	7.67%	1,985	16,674
Intangible			44,000	(44,000)			35,810
Railroad equipment			7,000	(7,000)			7,270
Real estate transfer (intangible)			20,000	(20,000)			23,705
Total Taxes	20,021	20,021	5,612,215	5,592,194	0.36%	17,999	5,097,881
Motor vehicle title ad valorem tax fee	62,735	62,735	675,000	(612,265)	9.29%	53,395	700,578
Franchise taxes:							
Electric			60,000	(60,000)			53,586
Gas			212,000	(212,000)			217,977
Television cable			125,000	(125,000)			127,906
Telephone			13,000	(13,000)			18,591
Payment In Lieu of Tax GHA			13,750	(13,750)			29,371
Video			10,000	(10,000)			9,788
Total Franchise taxes			433,750	(433,750)			457,219
Total Taxes and Franchise taxes	82,756	82,756	6,720,965	6,638,209	1.23%	71,394	6,255,678
Local option sales and use taxes	514,484	514,484	5,800,000	(5,285,516)	8.87%	500,567	6,067,598
Alcoholic beverage excise	625	625	602,000	(601,375)	0.10%		522,726
Other							(4,525)
Total selective sales and use taxes	625	625	602,000	(601,375)	0.10%		518,201
Business taxes:							
Business and occupation taxes	3,630	3,630	465,000	(461,370)	0.78%	750	461,087
Insurance premium taxes			2,500,000	(2,500,000)			2,554,486
Financial institutions taxes			135,000	(135,000)			141,054
Total business taxes	3,630	3,630	3,100,000	(3,096,370)	0.12%	750	3,156,627
Penalties and interest on delinquent taxes							
Real	4,881	4,881	50,000	(45,119)	9.76%	4,348	83,751
Business			1,250	(1,250)			2,061
Total penalties and interest on delinquent taxes	4,881	4,881	51,250	(46,369)	9.52%	4,348	85,812
TOTAL TAXES	606,376	606,376	16,274,215	(15,667,839)	3.73%	577,059	16,083,916
LICENSE AND PERMITS							
Business licenses:							
Alcoholic beverages:							
Alcoholic Beverage License			245,000	(245,000)		650	247,050
Total alcoholic beverage licenses			245,000	(245,000)		650	247,050
General business licenses:							
Insurance	75	75	32,000	(31,925)	0.23%	300	28,388
Mobile food vendor permits			250	(250)		25	100
Media production fees	650	650		650		100	2,600
Total general business licenses	725	725	32,250	(31,525)	2.25%	425	31,088
Total Business licenses	725	725	277,250	(276,525)	0.26%	1,075	278,138
Non-business licenses and permits:							
Building and signs:							
Zoning and land use permits	1,200	1,200	7,000	(5,800)	17.14%	500	11,200
House moving permit							50
Sign permits	845	845	10,000	(9,155)	8.45%	560	14,500
Other permits			2,000	(2,000)			
Catering	100	100	2,600	(2,500)	3.85%		2,350
Total building and sign permits	2,145	2,145	21,600	(19,455)	9.93%	1,060	28,100
Regulatory fees (permits):							



INTERIM STATEMENTS by Fund
101-General Fund
For the One Month Ending Friday, July 31, 2026

9/4/2026
9:57 AM

	FISCAL YEAR 2027			Variance with		PRIOR FYTD	
	Actual		Amended Budget	Amended Budget		7/31/2025	6/30/2026
	MTD	FYTD		\$	Over / (Under)	%	Actual
Building structures and equipment permits:							
Protective	9,100	9,100	50,000	(40,900)	18.20%	8,250	57,750
Building	46,799	46,799	350,000	(303,201)	13.37%	342,021	748,177
Plumbing	8,300	8,300	8,000	300	103.75%	450	7,188
Electrical	2,400	2,400	42,000	(39,600)	5.71%	7,750	46,775
Gas			500	(500)			550
Mechanical	1,200	1,200	3,000	(1,800)	40.00%	650	4,450
Total building structures and equipment permits	67,799	67,799	453,500	385,701	14.95%	359,121	864,890
Total non-business licenses and permits	69,944	69,944	475,100	(405,156)	14.72%	360,181	892,990
Penalties and interest on delinquent licenses and permits							
Alcoholic license			5,000	(5,000)			8,750
Interest on business licenses							629
Total penalties and interest on delinquent licenses and permits			5,000	(5,000)			9,379
TOTAL LICENSES AND PERMITS	70,669	70,669	757,350	(686,681)	9.33%	361,256	1,180,507
CHARGES FOR SERVICES							
General government:							
Fees - plan reviews	75	75	4,000	(3,925)	1.88%	2,000	4,325
Fees - zoning applications	350	350	4,500	(4,150)	7.78%	1,150	7,100
Information technology fees	300	300		300		300	3,600
Indirect cost allocation	747,229	747,229	9,021,710	(8,274,481)	8.28%	718,384	8,620,606
GIS cost allocation	40,008	40,008	480,095	(440,087)	8.33%	39,593	475,121
Publication Sales							240
Business occupation tax admin fee	1,050	1,050	78,400	(77,350)	1.34%	300	78,900
Total general government	789,012	789,012	9,588,705	8,799,693	8.23%	761,727	9,189,892
Public safety - fire inspections	554	554	8,500	(7,946)	6.52%	145	11,451
Public safety - prisoner housing fees	5,267	5,267	63,000	(57,733)	8.36%	4,576	65,444
Utilities / enterprise charges and fees							
Sale of Recycled Materials							1,997
Total utilities / enterprise charges and fees							1,997
Other fees							
Credit Card Fees	2,080	2,080	15,000	(12,920)	13.87%	1,106	13,978
Total other fees	2,080	2,080	15,000	(12,920)	13.87%	1,106	13,978
Other charges for services							
Site Sales	13,150	13,150		13,150			
Cemetery Fees	10,830	10,830	170,000	(159,170)	6.37%	6,300	218,700
Niche Engraving	150	150		150			
Internment Fees	1,650	1,650	24,000	(22,350)	6.88%	900	25,350
Monument Fees	1,000	1,000	10,000	(9,000)	10.00%	300	15,150
Returned Check Fees							140
Total other charges for services	26,780	26,780	204,000	(177,220)	13.13%	7,500	259,340
TOTAL CHARGES FOR SERVICES	823,693	823,693	9,879,205	(9,055,512)	8.34%	775,054	9,542,102
FINES AND FORFEITURES							
Court							
Police Revenue	1,224	1,224	13,000	(11,776)	9.42%	1,523	14,043
Traffic Fines	51,958	51,958	800,000	(748,042)	6.49%	47,605	657,956



INTERIM STATEMENTS by Fund
101-General Fund
For the One Month Ending Friday, July 31, 2026

9/4/2026
9:57 AM

	FISCAL YEAR 2027			Variance with		PRIOR FYTD	
	Actual		Amended Budget	Amended Budget		7/31/2025	6/30/2026
	MTD	FYTD		\$ Over / (Under)	%	Actual	Actual
School Zone Speed Safety Program	1,050	1,050	28,125	(27,075)	3.73%	2,100	44,372
Total court revenues and fines	54,232	54,232	841,125	(786,893)	6.45%	51,228	716,371
TOTAL FINES AND FORFEITURES	54,232	54,232	841,125	(786,893)	6.45%	51,228	716,371
RENTS AND ROYALTIES							
Property Rental	11,021	11,021	142,994	(131,973)	7.71%	14,791	147,653
Third-party Sales	75	75		75			
Ground Leases			20,328	(20,328)		1,694	20,328
Settlements from Insurance Claims						20,453	80,401
Misc Revenue	56,866	56,866		56,866		74,935	1,136,339
TOTAL RENTS AND ROYALTIES	67,962	67,962	163,322	(95,360)	41.61%	111,873	1,384,721
TOTAL OPERATING REVENUE	1,622,932	1,622,932	27,915,217	(26,292,285)	5.81%	1,876,470	28,907,617
OPERATING EXPENSE							
Personal Services and Employee Benefits:							
Salaries and Wages	1,273,881	1,273,881	20,682,268	19,408,387	6.16%	545,086	17,174,647
Employee Benefits	581,467	581,467	8,089,138	7,507,671	7.19%	525,400	5,329,711
Allocated Payroll Costs	(30,888)	(30,888)	(370,652)	(339,764)	8.33%	(26,893)	(322,713)
Total Personal Services and Employee Benefits	1,824,460	1,824,460	28,400,754	26,576,294	6.42%	1,043,593	22,181,645
Purchased or Contracted Services	641,374	641,374	9,146,787	8,505,413	7.01%	921,631	7,185,141
Utilities:							
Water/Sewerage	5,214	5,214	79,510	74,296	6.56%	5,662	60,898
Natural Gas	602	602	27,800	27,198	2.17%	478	30,077
Electricity	53,689	53,689	645,470	591,781	8.32%	50,608	581,010
Propane			5,500	5,500			1,738
Gasoline	1,965	1,965	803,629	801,664	0.24%	38,687	449,980
Stormwater	64,383	64,383	775,998	711,615	8.30%	62,600	756,256
Customer Service Fee	161	161	2,016	1,855	7.99%	158	1,922
Total Utilities	126,014	126,014	2,339,923	2,213,909	5.39%	158,193	1,881,881
Supplies	60,830	60,830	2,359,113	2,298,283	2.58%	32,428	1,618,683
Capital Outlay:							
Property (Land and Buildings)							365,879
Machinery and Equipment	8,050	8,050	1,725,652	1,717,602	0.47%		1,705,299
Total Capital Outlay	8,050	8,050	1,725,652	1,717,602	0.47%		2,071,178
Inter-Departmental Charges	463,067	463,067	5,216,015	4,752,948	8.88%	587,151	8,009,087
Miscellaneous	53,892	53,892	216,500	162,608	24.89%		94,167
TOTAL OPERATING EXPENSE	3,177,687	3,177,687	49,404,744	46,227,057	6.43%	2,742,996	43,041,782
OPERATING INCOME (LOSS)	(1,554,755)	(1,554,755)	(21,489,527)	19,934,772	7.23%	(866,526)	(14,134,165)
NON-OPERATING INCOME (EXPENSE)							
Intergovernmental							
Federal Government Grants							
Operating - Categorical							
Direct	3,769	3,769		3,769		7,864	25,674
Indirect							12,375
Total Operating - Categorical	3,769	3,769		3,769		7,864	38,049
Total Federal Government Grants	3,769	3,769		3,769		7,864	38,049
State Government Grants							
Operating - Categorical							
Direct							
Miscellaneous State Grant							40,000
GA DOT Grant			360,000	(360,000)			798,114
Total Direct			360,000	360,000			838,114



INTERIM STATEMENTS by Fund
101-General Fund
For the One Month Ending Friday, July 31, 2026

9/4/2026
9:57 AM

	FISCAL YEAR 2027			Variance with		PRIOR FYTD	
	Actual		Amended	Amended Budget		7/31/2025	6/30/2026
	MTD	FYTD	Budget	\$ Over / (Under) %		Actual	Actual
Total Operating - Categorical			360,000	(360,000)			838,114
Total State Government Grants			360,000	(360,000)			838,114
Local Government Unit Grants							
Board of Education - RESA			220,095	(220,095)			202,357
Spalding County Contribution			265,257	(265,257)			182,947
Total Local Government Unit Grants			485,352	485,352			385,304
Total Intergovernmental revenue	3,769	3,769	845,352	(841,583)	0.45%	7,864	1,261,467
Intergovernmental - Exp	(1,421)	(1,421)	(328,181)	326,760	0.43%	(1,372)	(350,462)
Total Intergovernmental - net	2,348	2,348	517,171	(514,823)	0.45%	6,492	911,005
Interest Income							
Bank Account Interest	119,946	119,946	1,000,000	(880,054)	11.99%	123,183	1,379,737
Bank Account Interest	1,950	1,950		1,950		2,682	14,991
P-Card Rebate Program	6,996	6,996		6,996			
Unrealized Gain/Loss on Investments	(4,950)	(4,950)		(4,950)		(937)	(529)
Total Interest/Investment Income	123,942	123,942	1,000,000	(876,058)	12.39%	124,928	1,394,199
Principal	(20,622)	(20,622)	(425,400)	404,778	4.85%	(24,940)	(298,801)
Interest Expense	(2,941)	(2,941)	(71,290)	68,349	4.13%	(3,789)	(40,785)
Total principal and interest expense	(23,563)	(23,563)	(496,690)	473,127	4.74%	(28,729)	(339,586)
Contributions and donations							
Contributions & Donations							5,665
GMA Safety Grant							20,000
Total contributions and donations							25,665
Gain (loss) on sale of capital assets							
Gain / Loss on Sale of Assets							37,782
Total gain (loss) on sale of capital assets							37,782
TOTAL NON-OPERATING INCOME (EXPENSE)	102,727	102,727	1,020,481	(917,754)	10.07%	102,691	2,029,065
INCOME (LOSS) BEFORE TRANSFERS	(1,452,028)	(1,452,028)	(20,469,046)	19,017,018	7.09%	(763,835)	(12,105,100)
TRANSFERS							
Transfers - in	11,505	11,505	13,777,227	(13,765,722)	0.08%	1,038,043	12,555,475
Transfers - out	(263,265)	(263,265)	(4,996,359)	4,733,094	5.27%	(366,211)	(2,645,962)
TOTAL TRANSFERS - NET	(251,760)	(251,760)	8,780,868	(9,032,628)	(2.87%)	671,832	9,909,513
CHANGE IN NET POSITION	(1,703,788)	(1,703,788)	(11,688,178)	\$9,984,390	14.58%	(92,003)	(2,195,587)
CONTROL TOTALS							
Total Revenues	\$1,762,149	\$1,762,149	\$43,537,795	(\$41,775,646)	4.05%	\$3,047,306	\$44,182,203
Total Expenditures	3,465,935	3,465,935	55,225,973	51,760,038	6.28%	3,139,307	46,377,793
Revenues less expenditures	(1,703,786)	(1,703,786)	(11,688,178)	(9,984,392)	14.58%	(92,001)	(2,195,590)
Difference	(\$2)	(\$2)		\$2	0.00%	(\$2)	\$3



INTERIM STATEMENTS by Fund
Special Revenue Funds
For the One Month Ending Friday, July 31, 2026

9/4/2026
9:57 AM

	FISCAL YEAR 2027			Variance with		PRIOR FYTD	
	Actual		Amended Budget	Amended Budget		7/31/2025	6/30/2026
	MTD	FYTD		\$ Over / (Under) %		Actual	Actual
TAXES							
Real property - current year	\$6,630	\$6,630	\$932,000	(\$925,370)	0.71%	\$11,087	\$1,082,049
Total Taxes	6,630	6,630	932,000	925,370	0.71%	11,087	1,082,049
Total Taxes and Franchise taxes	6,630	6,630	932,000	925,370	0.71%	11,087	1,082,049
Hotel/Motel	20,453	20,453	226,000	(205,547)	9.05%	18,461	220,076
Total selective sales and use taxes	20,453	20,453	226,000	(205,547)	9.05%	18,461	220,076
TOTAL TAXES	27,083	27,083	1,158,000	(1,130,917)	2.34%	29,548	1,302,125
CHARGES FOR SERVICES							
General government:							
Fees - demolition recovery	1,413	1,413		1,413		1,661	32,986
Total general government	1,413	1,413		(1,413)	0.00%	1,661	32,986
TOTAL CHARGES FOR SERVICES	1,413	1,413		1,413		1,661	32,986
FINES AND FORFEITURES							
Court							
Fine Surcharge - Technology - Court	1,634	1,634	20,000	(18,366)	8.17%	1,618	22,166
Total court revenues and fines	1,634	1,634	20,000	(18,366)	8.17%	1,618	22,166
Bond confiscations							
Confiscations						1,500	11,635
Total Bond Confiscations						1,500	11,635
Confiscations							
Federal Confiscations							10,609
Total state and federal confiscations							10,609
National Opioid Settlement Payments	28,240	28,240		28,240			36,699
TOTAL FINES AND FORFEITURES	29,874	29,874	20,000	9,874	149.37%	3,118	81,109
TOTAL OPERATING REVENUE	58,370	58,370	1,178,000	(1,119,630)	4.96%	34,327	1,416,220
OPERATING EXPENSE							
Purchased or Contracted Services	12,292	12,292	373,090	360,798	3.29%	34	7,464,432
Supplies			1,000	1,000			35,551
Capital Outlay:							
Property (Land and Buildings)	3,131	3,131	3,727,500	3,724,369	0.08%		6,843,569
Machinery and Equipment							197,735
Total Capital Outlay	3,131	3,131	3,727,500	3,724,369	0.08%		7,041,304
Miscellaneous							1,990
TOTAL OPERATING EXPENSE	15,423	15,423	4,101,590	4,086,167	0.38%	34	14,543,277
OPERATING INCOME (LOSS)	42,947	42,947	(2,923,590)	2,966,537	(1.47%)	34,293	(13,127,057)
NON-OPERATING INCOME (EXPENSE)							
Intergovernmental							
Federal Government Grants							
Capital							
Indirect							21,402
Net Capital							21,402
Total Federal Government Grants							21,402
Federal Government Transfers (Non-Grant)							
America Rescue Plan (ARP) Act of 2021 Fiscal Recovery Funds							1,207,526



INTERIM STATEMENTS by Fund
Special Revenue Funds
For the One Month Ending Friday, July 31, 2026

9/4/2026
9:57 AM

	FISCAL YEAR 2027		Amended Budget	Variance with Amended Budget		PRIOR FYTD	
	Actual			Amended Budget		7/31/2025	6/30/2026
	MTD	FYTD		\$ Over / (Under)	%	Actual	Actual
State Government Grants							
Capital							
Direct (CDBG Grant Proceeds)						167,797	689,681
Total Capital							21,402
Total State Government Grants						167,797	689,681
Transportation Special purpose local option sales and use taxes	437,123	437,123	3,727,500	(3,290,377)	11.73%	432,325	5,139,674
Total Intergovernmental revenue	437,123	437,123	3,727,500	(3,290,377)	11.73%	600,122	7,058,283
Intergovernmental - Exp	(8,948)	(8,948)	(98,875)	89,927	9.05%	(8,077)	(98,040)
Total Intergovernmental - net	428,175	428,175	3,628,625	(3,200,450)	11.80%	592,045	6,960,243
Interest Income							
Bank Account Interest	3,090	3,090		3,090		8,218	70,155
Total Interest/Investment Income	3,090	3,090		3,090		8,218	70,155
Principal			(178,800)	178,800		(140,000)	(172,496)
Interest Expense	(102,775)	(102,775)	(227,455)	124,680	45.18%	(105,469)	(226,196)
Total principal and interest expense	(102,775)	(102,775)	(406,255)	303,480	25.30%	(245,469)	(398,692)
Gain (loss) on sale of capital assets							
Gain / Loss on Sale of Assets							525
Total gain (loss) on sale of capital assets							525
TOTAL NON-OPERATING INCOME (EXPENSE)	328,490	328,490	3,222,370	(2,893,880)	10.19%	354,794	6,632,231
INCOME (LOSS) BEFORE TRANSFERS	371,437	371,437	298,780	72,657	124.32%	389,087	(6,494,826)
TRANSFERS							
Transfers - in	247,775	247,775	706,925	(459,150)	35.05%	277,775	1,521,267
Transfers - out	(11,505)	(11,505)	(377,125)	365,620	3.05%	(10,385)	(894,726)
TOTAL TRANSFERS - NET	236,270	236,270	329,800	(93,530)	71.64%	267,390	626,541
CHANGE IN NET POSITION	\$607,707	\$607,707	\$628,580	(\$20,873)	96.68%	\$656,477	(\$5,868,285)
CONTROL TOTALS							
Total Revenues	\$746,358	\$746,358	\$5,612,425	(\$4,866,067)	13.30%	\$920,444	\$10,066,449
Total Expenditures	138,651	138,651	4,983,845	4,845,194	2.78%	263,964	15,934,735
Revenues less expenditures	607,707	607,707	628,580	20,873	96.68%	656,480	(5,868,286)
Difference					0.00%	(\$3)	\$1



INTERIM STATEMENTS by Fund
210-Confiscated Assets Fund
For the One Month Ending Friday, July 31, 2026

9/4/2026
9:57 AM

	FISCAL YEAR 2027		Variance with		PRIOR FYTD	
	Actual	Amended	Amended Budget		7/31/2025	6/30/2026
	MTD	FYTD	Budget	\$ Over / (Under) %	Actual	Actual
FINES AND FORFEITURES						
Bond confiscations						
Confiscations					\$1,500	\$11,635
Total Bond Confiscations					1,500	11,635
Confiscations						
Federal Confiscations						10,609
Total state and federal confiscations						10,609
TOTAL FINES AND FORFEITURES					1,500	22,244
TOTAL OPERATING REVENUE					1,500	22,244
OPERATING EXPENSE						
Purchased or Contracted Services						1,995
Supplies						25,238
Capital Outlay:						
Property (Land and Buildings)						10,492
Machinery and Equipment						9,620
Total Capital Outlay						20,112
Miscellaneous						1,990
TOTAL OPERATING EXPENSE						49,335
OPERATING INCOME (LOSS)					1,500	(27,091)
NON-OPERATING INCOME (EXPENSE)						
Intergovernmental						
Intergovernmental - Exp						(1,757)
Total Intergovernmental - net						(1,757)
TOTAL NON-OPERATING INCOME (EXPENSE)						(1,757)
INCOME (LOSS) BEFORE TRANSFERS					1,500	(28,848)
CHANGE IN NET POSITION				0.00%	\$1,500	(\$28,848)
CONTROL TOTALS						
Total Revenues				0.00%	\$1,500	\$22,244
Total Expenditures				0.00%		51,092
Revenues less expenditures				0.00%	1,500	(28,848)



INTERIM STATEMENTS by Fund
213-National Opioid Settlement
For the One Month Ending Friday, July 31, 2026

9/4/2026
9:57 AM

	FISCAL YEAR 2027			Variance with		PRIOR FYTD	
	Actual		Amended Budget	Amended Budget		7/31/2025	6/30/2026
	MTD	FYTD		\$ Over / (Under) %		Actual	Actual
FINES AND FORFEITURES							
National Opioid Settlement							
Payments	\$28,240	\$28,240		\$28,240			\$36,699
TOTAL FINES AND FORFEITURES	28,240	28,240		28,240			36,699
TOTAL OPERATING REVENUE	28,240	28,240		28,240			36,699
OPERATING EXPENSE							
Supplies							8,000
TOTAL OPERATING EXPENSE							8,000
OPERATING INCOME (LOSS)	28,240	28,240		28,240			28,699
Intergovernmental							
INCOME (LOSS) BEFORE TRANSFERS	28,240	28,240		28,240			28,699
CHANGE IN NET POSITION	\$28,240	\$28,240		\$28,240	0.00%		\$28,699
CONTROL TOTALS							
Total Revenues	\$28,240	\$28,240		\$28,240	0.00%		\$36,699
Total Expenditures					0.00%		8,000
Revenues less expenditures	28,240	28,240		(28,240)	0.00%		28,699



INTERIM STATEMENTS by Fund
Community Development Block Grants
For the One Month Ending Friday, July 31, 2026

9/4/2026
9:57 AM

	FISCAL YEAR 2027			Variance with		PRIOR FYTD	
	Actual		Amended Budget	Amended Budget		7/31/2025	6/30/2026
	MTD	FYTD		\$ Over / (Under) %		Actual	Actual
OPERATING EXPENSE							
Purchased or Contracted Services							\$32,600
Capital Outlay:							
Property (Land and Buildings)							1,035,031
Total Capital Outlay							1,035,031
TOTAL OPERATING EXPENSE							1,067,631
OPERATING INCOME (LOSS)							(1,067,631)
NON-OPERATING INCOME (EXPENSE)							
Intergovernmental							
State Government Grants							
Direct (CDBG Grant Proceeds)						167,797	689,681
Total State Government Grants						167,797	689,681
Total Intergovernmental revenue						167,797	689,681
Total Intergovernmental - net						167,797	689,681
TOTAL NON-OPERATING INCOME (EXPENSE)						167,797	689,681
INCOME (LOSS) BEFORE TRANSFERS						167,797	(377,950)
TRANSFERS							
Transfers - in						31,500	418,148
TOTAL TRANSFERS - NET						31,500	418,148
CHANGE IN NET POSITION					0.00%	\$199,297	\$40,198
CONTROL TOTALS							
Total Revenues					0.00%	\$199,297	\$1,107,829
Total Expenditures					0.00%		1,067,631
Revenues less expenditures					0.00%	199,297	40,198



INTERIM STATEMENTS by Fund
237-Community Development Block Grant 2024
For the One Month Ending Friday, July 31, 2026

9/4/2026
9:57 AM

	FISCAL YEAR 2027			Variance with		PRIOR FYTD	
	Actual		Amended	Amended Budget		7/31/2025	6/30/2026
	MTD	FYTD	Budget	\$ Over / (Under) %		Actual	Actual
OPERATING EXPENSE							
Purchased or Contracted Services							\$32,600
Capital Outlay:							
Property (Land and Buildings)							1,035,031
Total Capital Outlay							1,035,031
TOTAL OPERATING EXPENSE							1,067,631
OPERATING INCOME (LOSS)							(1,067,631)
NON-OPERATING INCOME (EXPENSE)							
Intergovernmental							
State Government Grants							
Direct (CDBG Grant Proceeds)						167,797	689,681
Total State Government Grants						167,797	689,681
Total Intergovernmental revenue						167,797	689,681
Total Intergovernmental - net						167,797	689,681
TOTAL NON-OPERATING INCOME (EXPENSE)						167,797	689,681
INCOME (LOSS) BEFORE TRANSFERS						167,797	(377,950)
TRANSFERS							
Transfers - in						31,500	418,148
TOTAL TRANSFERS - NET						31,500	418,148
CHANGE IN NET POSITION					0.00%	\$199,297	\$40,198
CONTROL TOTALS							
Total Revenues					0.00%	\$199,297	\$1,107,829
Total Expenditures					0.00%		1,067,631
Revenues less expenditures					0.00%	199,297	40,198



INTERIM STATEMENTS by Fund
234-ARPA American Rescue Plan Act
For the One Month Ending Friday, July 31, 2026

9/4/2026
9:57 AM

	FISCAL YEAR 2027			Variance with		PRIOR FYTD	
	Actual		Amended Budget	Amended Budget		7/31/2025	6/30/2026
	MTD	FYTD		\$ Over / (Under) %		Actual	Actual
OPERATING EXPENSE							
Capital Outlay:							
Property (Land and Buildings)							\$1,176,850
Machinery and Equipment							66,215
Total Capital Outlay							1,243,065
TOTAL OPERATING EXPENSE							1,243,065
OPERATING INCOME (LOSS)							(1,243,065)
NON-OPERATING INCOME (EXPENSE)							
Intergovernmental							
Federal Government Transfers (Non-Grant)							
America Rescue Plan (ARP) Act of 2021 Fiscal Recovery Funds							1,207,526
Total Intergovernmental revenue							1,207,526
Total Intergovernmental - net							1,207,526
TOTAL NON-OPERATING INCOME (EXPENSE)							1,207,526
INCOME (LOSS) BEFORE TRANSFERS							(35,539)
CHANGE IN NET POSITION					0.00%		(\$35,539)
CONTROL TOTALS							
Total Revenues					0.00%		\$1,207,526
Total Expenditures					0.00%		1,243,065
Revenues less expenditures					0.00%		(35,539)



INTERIM STATEMENTS by Fund
251-Multiple Grant Fund
For the One Month Ending Friday, July 31, 2026

9/4/2026
9:57 AM

	FISCAL YEAR 2027		Variance with		PRIOR FYTD	
	Actual		Amended Budget		7/31/2025	6/30/2026
	MTD	FYTD	Budget		Actual	Actual
			\$ Over / (Under) %			
OPERATING EXPENSE						
Purchased or Contracted Services					\$10	\$40
TOTAL OPERATING EXPENSE					10	40
OPERATING INCOME (LOSS)					(10)	(40)
NON-OPERATING INCOME (EXPENSE)						
Intergovernmental						
Interest Income						
Bank Account Interest					15	59
Total Interest/Investment Income					15	59
TOTAL NON-OPERATING INCOME (EXPENSE)					15	59
INCOME (LOSS) BEFORE TRANSFERS					5	19
TRANSFERS						
Transfers - out						(87,479)
TOTAL TRANSFERS - NET						(87,479)
CHANGE IN NET POSITION				0.00%	\$5	(\$87,460)
CONTROL TOTALS						
Total Revenues				0.00%	\$15	\$59
Total Expenditures				0.00%	10	87,519
Revenues less expenditures				0.00%	5	(87,460)



INTERIM STATEMENTS by Fund
271-Tax Allocation District (TAD #1)
For the One Month Ending Friday, July 31, 2026

9/4/2026
9:57 AM

	FISCAL YEAR 2027			Variance with		PRIOR FYTD	
	Actual		Amended Budget	Amended Budget		7/31/2025	6/30/2026
	MTD	FYTD		\$ Over / (Under) %		Actual	Actual
TAXES							
Real property - current year	\$433	\$433	\$401,000	(\$400,567)	0.11%	\$4,313	\$495,622
Total Taxes	433	433	401,000	400,567	0.11%	4,313	495,622
Total Taxes and Franchise taxes	433	433	401,000	400,567	0.11%	4,313	495,622
TOTAL TAXES	433	433	401,000	(400,567)	0.11%	4,313	495,622
TOTAL OPERATING REVENUE	433	433	401,000	(400,567)	0.11%	4,313	495,622
OPERATING EXPENSE							
Capital Outlay:							
Machinery and Equipment							121,900
Total Capital Outlay							121,900
TOTAL OPERATING EXPENSE							121,900
OPERATING INCOME (LOSS)	433	433	401,000	(400,567)	0.11%	4,313	373,722
Intergovernmental							
INCOME (LOSS) BEFORE TRANSFERS	433	433	401,000	(400,567)	0.11%	4,313	373,722
TRANSFERS							
Transfers - out			(250,000)	250,000			(683,454)
TOTAL TRANSFERS - NET			(250,000)	250,000			(683,454)
CHANGE IN NET POSITION	\$433	\$433	\$151,000	(\$150,567)	0.29%	\$4,313	(\$309,732)
CONTROL TOTALS							
Total Revenues	\$433	\$433	\$401,000	(\$400,567)	0.11%	\$4,313	\$495,622
Total Expenditures			250,000	250,000	0.00%		805,354
Revenues less expenditures	433	433	151,000	150,567	0.29%	4,313	(309,732)



INTERIM STATEMENTS by Fund
272-Tax Allocation District (TAD #2)
For the One Month Ending Friday, July 31, 2026

9/4/2026
9:57 AM

	FISCAL YEAR 2027			Variance with		PRIOR FYTD	
	Actual		Amended Budget	Amended Budget		7/31/2025	6/30/2026
	MTD	FYTD		\$ Over / (Under) %		Actual	Actual
TAXES							
Real property - current year	\$6,198	\$6,198	\$531,000	(\$524,802)	1.17%	\$6,774	\$586,427
Total Taxes	6,198	6,198	531,000	524,802	1.17%	6,774	586,427
Total Taxes and Franchise taxes	6,198	6,198	531,000	524,802	1.17%	6,774	586,427
TOTAL TAXES	6,198	6,198	531,000	(\$524,802)	1.17%	6,774	586,427
TOTAL OPERATING REVENUE	6,198	6,198	531,000	(\$524,802)	1.17%	6,774	586,427
OPERATING INCOME (LOSS)	6,198	6,198	531,000	(\$524,802)	1.17%	6,774	586,427
NON-OPERATING INCOME (EXPENSE)							
Intergovernmental							
Principal			(33,800)	33,800			(32,496)
Interest Expense			(25,530)	25,530			(26,820)
Total principal and interest expense			(59,330)	59,330			(59,316)
TOTAL NON-OPERATING INCOME (EXPENSE)			(59,330)	59,330			(59,316)
INCOME (LOSS) BEFORE TRANSFERS	6,198	6,198	471,670	(465,472)	1.31%	6,774	527,111
CHANGE IN NET POSITION	\$6,198	\$6,198	\$471,670	(\$465,472)	1.31%	\$6,774	\$527,111
CONTROL TOTALS							
Total Revenues	\$6,198	\$6,198	\$531,000	(\$524,802)	1.17%	\$6,774	\$586,427
Total Expenditures			59,330	59,330	0.00%		59,316
Revenues less expenditures	6,198	6,198	471,670	465,472	1.31%	6,774	527,111



INTERIM STATEMENTS by Fund
275-Hotel / Motel Tax Fund
For the One Month Ending Friday, July 31, 2026

9/4/2026
9:57 AM

	FISCAL YEAR 2027			Variance with		PRIOR FYTD	
	Actual		Amended Budget	Amended Budget		7/31/2025	6/30/2026
	MTD	FYTD		\$	Over / (Under) %	Actual	Actual
TAXES							
Hotel/Motel	\$20,453	\$20,453	\$226,000	(\$205,547)	9.05%	\$18,461	\$220,076
Total selective sales and use taxes	20,453	20,453	226,000	(205,547)	9.05%	18,461	220,076
TOTAL TAXES	20,453	20,453	226,000	(205,547)	9.05%	18,461	220,076
TOTAL OPERATING REVENUE	20,453	20,453	226,000	(205,547)	9.05%	18,461	220,076
OPERATING INCOME (LOSS)	20,453	20,453	226,000	(205,547)	9.05%	18,461	220,076
NON-OPERATING INCOME (EXPENSE)							
Intergovernmental							
Intergovernmental - Exp	(8,948)	(8,948)	(98,875)	89,927	9.05%	(8,077)	(96,283)
Total Intergovernmental - net	(8,948)	(8,948)	(98,875)	89,927	9.05%	(8,077)	(96,283)
TOTAL NON-OPERATING INCOME (EXPENSE)	(8,948)	(8,948)	(98,875)	89,927	9.05%	(8,077)	(96,283)
INCOME (LOSS) BEFORE TRANSFERS	11,505	11,505	127,125	(115,620)	9.05%	10,384	123,793
TRANSFERS							
Transfers - out	(11,505)	(11,505)	(127,125)	115,620	9.05%	(10,385)	(123,793)
TOTAL TRANSFERS - NET	(11,505)	(11,505)	(127,125)	115,620	9.05%	(10,385)	(123,793)
CHANGE IN NET POSITION					0.00%	(\$1)	
CONTROL TOTALS							
Total Revenues	\$20,453	\$20,453	\$226,000	(\$205,547)	9.05%	\$18,461	\$220,076
Total Expenditures	20,453	20,453	226,000	205,547	9.05%	18,461	220,076
Difference					0.00%	(\$1)	



INTERIM STATEMENTS by Fund
282-Court Technology Fund
For the One Month Ending Friday, July 31, 2026

9/4/2026
9:57 AM

	FISCAL YEAR 2027			Variance with		PRIOR FYTD	
	Actual		Amended Budget	Amended Budget		7/31/2025	6/30/2026
	MTD	FYTD				Actual	Actual
				\$ Over / (Under) %			
FINES AND FORFEITURES							
Court							
Fine Surcharge - Technology - Court	\$1,634	\$1,634	\$20,000	(\$18,366)	8.17%	\$1,618	\$22,166
Total court revenues and fines	1,634	1,634	20,000	(18,366)	8.17%	1,618	22,166
TOTAL FINES AND FORFEITURES	1,634	1,634	20,000	(18,366)	8.17%	1,618	22,166
TOTAL OPERATING REVENUE	1,634	1,634	20,000	(18,366)	8.17%	1,618	22,166
OPERATING EXPENSE							
Purchased or Contracted Services	12,240	12,240	13,090	850	93.51%		12,240
Supplies			1,000	1,000			201
TOTAL OPERATING EXPENSE	12,240	12,240	14,090	1,850	86.87%		12,441
OPERATING INCOME (LOSS)	(10,606)	(10,606)	5,910	(16,516)	(179.46%)	1,618	9,725
Intergovernmental							
INCOME (LOSS) BEFORE TRANSFERS	(10,606)	(10,606)	5,910	(16,516)	(179.46%)	1,618	9,725
CHANGE IN NET POSITION	(\$10,606)	(\$10,606)	\$5,910	(\$16,516)	(179.46%)	\$1,618	\$9,725
CONTROL TOTALS							
Total Revenues	\$1,634	\$1,634	\$20,000	(\$18,366)	8.17%	\$1,618	\$22,166
Total Expenditures	12,240	12,240	14,090	1,850	86.87%		12,441
Revenues less expenditures	(10,606)	(10,606)	5,910	16,516	(179.46%)	1,618	9,725



INTERIM STATEMENTS by Fund
321-SPLOST Fund 2016
For the One Month Ending Friday, July 31, 2026

9/4/2026
9:57 AM

	FISCAL YEAR 2027			Variance with		PRIOR FYTD	
	Actual		Amended Budget	Amended Budget		7/31/2025	6/30/2026
	MTD	FYTD		\$ Over / (Under) %		Actual	Actual
CHARGES FOR SERVICES							
General government:							
Fees - demolition recovery	\$1,413	\$1,413		\$1,413		\$1,661	\$32,986
Total general government	1,413	1,413		(1,413)	0.00%	1,661	32,986
TOTAL CHARGES FOR SERVICES	1,413	1,413		1,413		1,661	32,986
TOTAL OPERATING REVENUE	1,413	1,413		1,413		1,661	32,986
OPERATING EXPENSE							
Purchased or Contracted Services	52	52		(52)		24	131,752
Supplies							2,112
Capital Outlay:							
Property (Land and Buildings)							1,151,350
Total Capital Outlay							1,151,350
TOTAL OPERATING EXPENSE	52	52		(52)		24	1,285,214
OPERATING INCOME (LOSS)	1,361	1,361		1,361		1,637	(1,252,228)
NON-OPERATING INCOME (EXPENSE)							
Intergovernmental							
Federal Government Grants							
Capital							
Indirect							21,402
Net Capital							21,402
Total Federal Government Grants							21,402
Capital							
Total Capital							21,402
Total Intergovernmental revenue							21,402
Total Intergovernmental - net							21,402
Gain (loss) on sale of capital assets							
Gain / Loss on Sale of Assets							525
Total gain (loss) on sale of capital assets							525
TOTAL NON-OPERATING INCOME (EXPENSE)							21,927
INCOME (LOSS) BEFORE TRANSFERS	1,361	1,361		1,361		1,637	(1,230,301)
CHANGE IN NET POSITION	\$1,361	\$1,361		\$1,361	0.00%	\$1,637	(\$1,230,301)
CONTROL TOTALS							
Total Revenues	\$1,413	\$1,413		\$1,413	0.00%	\$1,661	\$54,913
Total Expenditures	52	52		(52)	0.00%	24	1,285,215
Revenues less expenditures	1,361	1,361		(1,361)	0.00%	1,637	(1,230,302)
Difference					0.00%		\$1



INTERIM STATEMENTS by Fund
335-Transportation SPLOST
For the One Month Ending Friday, July 31, 2026

9/4/2026
9:57 AM

	FISCAL YEAR 2027			Variance with		PRIOR FYTD	
	Actual		Amended Budget	Amended Budget		7/31/2025	6/30/2026
	MTD	FYTD		\$ Over / (Under) %		Actual	Actual
OPERATING EXPENSE							
Purchased or Contracted Services			\$360,000	\$360,000			\$7,285,804
Capital Outlay:							
Property (Land and Buildings)	3,131	3,131	3,727,500	3,724,369	0.08%		1,937,302
Total Capital Outlay	3,131	3,131	3,727,500	3,724,369	0.08%		1,937,302
TOTAL OPERATING EXPENSE	3,131	3,131	4,087,500	4,084,369	0.08%		9,223,106
OPERATING INCOME (LOSS)	(3,131)	(3,131)	(4,087,500)	4,084,369	0.08%		(9,223,106)
NON-OPERATING INCOME (EXPENSE)							
Intergovernmental							
Transportation Special purpose local option sales and use taxes	437,123	437,123	3,727,500	(3,290,377)	11.73%	432,325	5,139,674
Total Intergovernmental revenue	437,123	437,123	3,727,500	(3,290,377)	11.73%	432,325	5,139,674
Total Intergovernmental - net	437,123	437,123	3,727,500	(3,290,377)	11.73%	432,325	5,139,674
TOTAL NON-OPERATING INCOME (EXPENSE)	437,123	437,123	3,727,500	(3,290,377)	11.73%	432,325	5,139,674
INCOME (LOSS) BEFORE TRANSFERS	433,992	433,992	(360,000)	793,992	(120.55%)	432,325	(4,083,432)
TRANSFERS							
Transfers - in			360,000	(360,000)			754,069
TOTAL TRANSFERS - NET			360,000	(360,000)			754,069
CHANGE IN NET POSITION	\$433,992	\$433,992		\$433,992	0.00%	\$432,325	(\$3,329,363)
CONTROL TOTALS							
Total Revenues	\$437,123	\$437,123	\$4,087,500	(\$3,650,377)	10.69%	\$432,325	\$5,893,743
Total Expenditures	3,131	3,131	4,087,500	4,084,369	0.08%		9,223,107
Revenues less expenditures	433,992	433,992		(433,992)	0.00%	432,325	(3,329,364)
Difference					0.00%		\$1



INTERIM STATEMENTS by Fund
360-Urban Redevelopment Agency Fund
For the One Month Ending Friday, July 31, 2026

9/4/2026
9:57 AM

	FISCAL YEAR 2027			Variance with		PRIOR FYTD	
	Actual		Amended Budget	Amended Budget		7/31/2025	6/30/2026
	MTD	FYTD		\$ Over / (Under) %		Actual	Actual
OPERATING EXPENSE							
Capital Outlay:							
Property (Land and Buildings)							\$1,532,544
Total Capital Outlay							1,532,544
TOTAL OPERATING EXPENSE							1,532,544
OPERATING INCOME (LOSS)							(1,532,544)
NON-OPERATING INCOME (EXPENSE)							
Intergovernmental Interest Income							
Bank Account Interest	3,090	3,090		3,090		8,204	70,096
Total Interest/Investment Income	3,090	3,090		3,090		8,204	70,096
Principal			(145,000)	145,000		(140,000)	(140,000)
Interest Expense	(102,775)	(102,775)	(201,925)	99,150	50.90%	(105,469)	(199,376)
Total principal and interest expense	(102,775)	(102,775)	(346,925)	244,150	29.62%	(245,469)	(339,376)
TOTAL NON-OPERATING INCOME (EXPENSE)	(99,685)	(99,685)	(346,925)	247,240	28.73%	(237,265)	(269,280)
INCOME (LOSS) BEFORE TRANSFERS	(99,685)	(99,685)	(346,925)	247,240	28.73%	(237,265)	(1,801,824)
TRANSFERS							
Transfers - in	247,775	247,775	346,925	(99,150)	71.42%	246,275	349,050
TOTAL TRANSFERS - NET	247,775	247,775	346,925	(99,150)	71.42%	246,275	349,050
CHANGE IN NET POSITION	\$148,090	\$148,090		\$148,090	0.00%	\$9,010	(1,452,774)
CONTROL TOTALS							
Total Revenues	\$250,865	\$250,865	\$346,925	(\$96,060)	72.31%	\$254,479	\$419,146
Total Expenditures	102,775	102,775	346,925	244,150	29.62%	245,469	1,871,920
Revenues less expenditures	148,090	148,090		(148,090)	0.00%	9,010	(1,452,774)



INTERIM STATEMENTS by Fund
Agency / Permanent / Trust Funds
For the One Month Ending Friday, July 31, 2026

9/4/2026
9:57 AM

	FISCAL YEAR 2027			Variance with		PRIOR FYTD	
	Actual		Amended Budget	Amended Budget		7/31/2025	6/30/2026
	MTD	FYTD		\$ Over / (Under) %		Actual	Actual
CHARGES FOR SERVICES							
Other charges for services							
Cemetery Opening/Closing Fee							\$3,380
Site Sales						5,600	139,525
Niche Engraving							500
Total other charges for services						5,600	143,405
TOTAL CHARGES FOR SERVICES						5,600	143,405
RENTS AND ROYALTIES							
Third-party Sales						60	285
TOTAL RENTS AND ROYALTIES						60	285
TOTAL OPERATING REVENUE						5,660	143,690
OPERATING EXPENSE							
Purchased or Contracted Services							2,021
TOTAL OPERATING EXPENSE							2,021
OPERATING INCOME (LOSS)						5,660	141,669
NON-OPERATING INCOME (EXPENSE)							
Intergovernmental							
Interest Income							
Bank Account Interest	1,962	1,962		1,962		3,613	20,844
Bank Account Interest	5,194	5,194		5,194		5,643	28,558
Dividends	(167)	(167)		(167)		8,675	225,185
Unrealized Gain/Loss on Investments	131,706	131,706		131,706		2,684	476,044
Total Interest/Investment Income	138,695	138,695		138,695		20,615	750,631
Contributions and donations							
Contributed Capital							14,007
Total contributions and donations							14,007
TOTAL NON-OPERATING INCOME (EXPENSE)	138,695	138,695		138,695		20,615	764,638
INCOME (LOSS) BEFORE TRANSFERS	138,695	138,695		138,695		26,275	906,307
CHANGE IN NET POSITION	\$138,695	\$138,695		\$138,695	0.00%	\$26,275	\$906,307
CONTROL TOTALS							
Total Revenues	\$138,695	\$138,695		\$138,695	0.00%	\$26,274	\$908,328
Total Expenditures					0.00%		2,021
Revenues less expenditures	138,695	138,695		(138,695)	0.00%	26,274	906,307
Difference					0.00%	\$1	



INTERIM STATEMENTS by Fund
791-Cemetery Trust Fund
For the One Month Ending Friday, July 31, 2026

9/4/2026
9:57 AM

	FISCAL YEAR 2027			Variance with		PRIOR FYTD	
	Actual		Amended Budget	Amended Budget		7/31/2025	6/30/2026
	MTD	FYTD		\$ Over / (Under) %		Actual	Actual
CHARGES FOR SERVICES							
Other charges for services							
Cemetery Opening/Closing Fee							\$3,380
Site Sales						5,600	139,525
Niche Engraving							500
Total other charges for services						5,600	143,405
TOTAL CHARGES FOR SERVICES						5,600	143,405
RENTS AND ROYALTIES							
Third-party Sales						60	285
TOTAL RENTS AND ROYALTIES						60	285
TOTAL OPERATING REVENUE						5,660	143,690
OPERATING EXPENSE							
Purchased or Contracted Services							1,285
TOTAL OPERATING EXPENSE							1,285
OPERATING INCOME (LOSS)						5,660	142,405
NON-OPERATING INCOME (EXPENSE)							
Intergovernmental							
Interest Income							
Dividends	(167)	(167)		(167)		8,675	225,185
Unrealized Gain/Loss on Investments	144,010	144,010		144,010		8,418	475,642
Total Interest/Investment Income	143,843	143,843		143,843		17,093	700,827
Contributions and donations							
Contributed Capital							14,007
Total contributions and donations							14,007
TOTAL NON-OPERATING INCOME (EXPENSE)	143,843	143,843		143,843		17,093	714,834
INCOME (LOSS) BEFORE TRANSFERS	143,843	143,843		143,843		22,753	857,239
CHANGE IN NET POSITION	\$143,843	\$143,843		\$143,843	0.00%	\$22,753	\$857,239
CONTROL TOTALS							
Total Revenues	\$143,843	\$143,843		\$143,843	0.00%	\$22,752	\$858,525
Total Expenditures					0.00%		1,285
Revenues less expenditures	143,843	143,843		(143,843)	0.00%	22,752	857,240
Difference					0.00%	\$1	(\$1)



INTERIM STATEMENTS by Fund
792-Mausoleum Trust Fund
For the One Month Ending Friday, July 31, 2026

9/4/2026
9:57 AM

	FISCAL YEAR 2027			Variance with		PRIOR FYTD	
	Actual		Amended Budget	Amended Budget		7/31/2025	6/30/2026
	MTD	FYTD				Actual	Actual
				\$ Over / (Under) %			
OPERATING EXPENSE							
Purchased or Contracted Services							\$232
TOTAL OPERATING EXPENSE							232
OPERATING INCOME (LOSS)							(232)
NON-OPERATING INCOME (EXPENSE)							
Intergovernmental							
Interest Income							
Bank Account Interest	1,962	1,962		1,962		3,613	20,844
Unrealized Gain/Loss on							
Investments	(4,050)	(4,050)		(4,050)		(2,559)	(1,108)
Total Interest/Investment Income	(2,088)	(2,088)		(2,088)		1,054	19,736
TOTAL NON-OPERATING INCOME (EXPENSE)	(2,088)	(2,088)		(2,088)		1,054	19,736
INCOME (LOSS) BEFORE TRANSFERS	(2,088)	(2,088)		(2,088)		1,054	19,504
CHANGE IN NET POSITION	(\$2,088)	(\$2,088)		(\$2,088)	0.00%	\$1,054	\$19,504
CONTROL TOTALS							
Total Revenues	(\$2,089)	(\$2,089)		(\$2,089)	0.00%	\$1,053	\$19,736
Total Expenditures					0.00%		232
Revenues less expenditures	(2,089)	(2,089)		2,089	0.00%	1,053	19,504
Difference	\$1	\$1		(\$1)	0.00%	\$1	



INTERIM STATEMENTS by Fund
793-Light Water Sewer (LWS) Emergency Trust Fund
For the One Month Ending Friday, July 31, 2026

9/4/2026
9:57 AM

	FISCAL YEAR 2027			Variance with		PRIOR FYTD	
	Actual		Amended Budget	Amended Budget		7/31/2025	6/30/2026
	MTD	FYTD				Actual	Actual
				\$ Over / (Under) %			
OPERATING EXPENSE							
Purchased or Contracted Services							\$504
TOTAL OPERATING EXPENSE							504
OPERATING INCOME (LOSS)							(504)
NON-OPERATING INCOME (EXPENSE)							
Intergovernmental							
Interest Income							
Bank Account Interest	5,194	5,194		5,194		5,643	28,558
Unrealized Gain/Loss on							
Investments	(8,254)	(8,254)		(8,254)		(3,174)	1,509
Total Interest/Investment Income	(3,060)	(3,060)		(3,060)		2,469	30,067
TOTAL NON-OPERATING INCOME (EXPENSE)	(3,060)	(3,060)		(3,060)		2,469	30,067
INCOME (LOSS) BEFORE TRANSFERS	(3,060)	(3,060)		(3,060)		2,469	29,563
CHANGE IN NET POSITION	(\$3,060)	(\$3,060)		(\$3,060)	0.00%	\$2,469	\$29,563
CONTROL TOTALS							
Total Revenues	(\$3,060)	(\$3,060)		(\$3,060)	0.00%	\$2,468	\$30,067
Total Expenditures					0.00%		504
Revenues less expenditures	(3,060)	(3,060)		3,060	0.00%	2,468	29,563
Difference					0.00%	\$1	



INTERIM STATEMENTS by Fund
Business-Type Activities
For the One Month Ending Friday, July 31, 2026

9/4/2026
9:57 AM

	FISCAL YEAR 2027			Variance with		PRIOR FYTD	
	Actual		Amended Budget	Amended Budget		7/31/2025	6/30/2026
	MTD	FYTD		\$ Over / (Under) %		Actual	Actual
OPERATING REVENUE							
LICENSE AND PERMITS							
Non-business licenses and permits:							
Building and signs:							
Other permits							\$450
Total building and sign permits							450
Total non-business licenses and permits							450
TOTAL LICENSES AND PERMITS							450
CHARGES FOR SERVICES							
General government:							
Motor pool charges	82,358	82,358	1,018,800	(936,442)	8.08%	109,557	897,057
Total general government	82,358	82,358	1,018,800	936,442	8.08%	109,557	897,057
Utilities / enterprise charges and fees							
Fees - Collection - Residential	271,698	271,698	3,140,629	(2,868,931)	8.65%	46,669	3,152,772
Fees - Collection - Commercial	122,451	122,451	1,410,000	(1,287,549)	8.68%	26,985	1,427,375
Fees - Transfer Station	221,359	221,359	2,100,000	(1,878,641)	10.54%	199,921	2,361,421
Fees - Special Handling	2,770	2,770	25,000	(22,230)	11.08%	2,220	24,210
Fees - Rolloff Containers	69,797	69,797	824,000	(754,203)	8.47%	78,550	866,760
Fees - Yard Waste Disposal	80,726	80,726	965,940	(885,214)	8.36%	13,994	943,638
Fees - Yard Waste Special Handling	38	38		38		(7)	(144)
Sale of Recycled Materials	2,276	2,276	3,000	(724)	75.87%	6,028	58,196
Permit Fees - Commercial Hauler	200	200	4,000	(3,800)	5.00%	100	2,500
Fees - Landfill Use	310,266	310,266	2,640,000	(2,329,734)	11.75%	217,560	2,929,598
Recycling Fees Sort Line	9,227	9,227	150,000	(140,773)	6.15%		44,522
Water Institutional	18,643	18,643	200,000	(181,357)	9.32%	17,543	247,438
Fees - Water Industrial	30,001	30,001	375,000	(344,999)	8.00%	15,723	318,581
Fees - Water Residential	386,830	386,830	4,950,000	(4,563,170)	7.81%	53,037	4,445,429
Fees - Water Commercial	129,285	129,285	1,900,000	(1,770,715)	6.80%	4,550	1,478,363
Pass-Thru Water Spalding County			(5,800,000)	5,800,000			(5,323,219)
Fees - Fire Hydrant Water	1,352	1,352	25,000	(23,648)	5.41%	4,821	31,756
Fees - Water Lock Cut	400	400	3,000	(2,600)	13.33%	600	5,275
Bulk Water - Spalding County	1,029,837	1,029,837	12,250,000	(11,220,163)	8.41%	94,951	11,381,106
Bulk Water - Williamson	9,562	9,562	110,000	(100,438)	8.69%	2,635	93,180
Bulk Water - Zebulon	33,215	33,215	485,000	(451,785)	6.85%	6,944	410,271
Bulk Water - Butts County	2,422	2,422	43,000	(40,578)	5.63%		32,841
Bulk Water - Coweta County	490,500	490,500	6,340,000	(5,849,500)	7.74%	271,945	6,177,445
Bulk Water - Barnesville							36
Bulk Water - City of Concord	2,273	2,273	6,000	(3,727)	37.88%	613	6,817
Bulk Water - Pike Co Water & Sewerage Authority	1,239	1,239	3,500	(2,261)	35.40%	611	6,410
Bulk Water - Hampton	1,000	1,000	12,000	(11,000)	8.33%		22,000
Fees - Water Tap							9,240
Fees - Water Irrigation	45,075	45,075	400,000	(354,925)	11.27%	20,991	358,420
Fees - Meter Install			25,500	(25,500)		2,540	37,940
Fees - Commercial Broken Pipe	768	768	11,500	(10,732)	6.68%	253	8,988
Sewer Flat - Industrial	33,033	33,033	350,000	(316,967)	9.44%	14,525	344,247
Sewer Flat - Residential	531,411	531,411	6,450,000	(5,918,589)	8.24%	63,609	6,078,128
Sewer Flat - Commercial	287,805	287,805	2,850,000	(2,562,195)	10.10%	71,639	3,189,714
Sewer Tap Fee			24,200	(24,200)			36,950
Wastewater Capacity Recovery Fee	46,600	46,600		46,600		175,000	1,092,861
Water Capacity Recovery Fee	14,400	14,400		14,400		3,600	80,025
Stormwater - Residential Upper Tier	40,648	40,648	489,316	(448,668)	8.31%	7,147	477,433



INTERIM STATEMENTS by Fund
Business-Type Activities
For the One Month Ending Friday, July 31, 2026

9/4/2026
9:57 AM

	FISCAL YEAR 2027			Variance with		PRIOR FYTD	
	Actual		Amended Budget	Amended Budget		7/31/2025	6/30/2026
	MTD	FYTD				Actual	Actual
				\$ Over / (Under) %			
Stormwater - Residential Lower Tier	19,120	19,120	243,662	(224,542)	7.85%	3,705	222,245
Stormwater - Commercial Fees	196,307	196,307	2,426,823	(2,230,516)	8.09%	68,017	2,315,435
Sewer - Sun City	152,580	152,580	1,600,000	(1,447,420)	9.54%	1,963	1,767,556
Sewer - Greyson Parc	19,063	19,063	205,000	(185,937)	9.30%	631	223,360
Sewer - Spalding County	296	296		296			1,016
Pass-Thru - Sewer							(1,734,947)
Fees - Electric Residential Service	2,098,236	2,098,236	21,200,000	(19,101,764)	9.90%	365,211	19,843,365
Fees - Electric Commercial Service	1,850,329	1,850,329	20,778,000	(18,927,671)	8.91%	530,608	19,842,754
Fees - Electric Industrial Service	799,836	799,836	9,000,000	(8,200,164)	8.89%	344,085	8,872,646
Fees - Electric Fuel Adjustment	819,242	819,242	8,800,000	(7,980,758)	9.31%	223,919	8,384,171
Fees - Electric Temporary Service	75	75	2,000	(1,925)	3.75%	50	1,550
Fees - Pole Rental Current Year			301,000	(301,000)			280,988
ECCR Adjustment	154,574	154,574	1,610,988	(1,456,414)	9.59%	42,262	1,581,934
MEAG Pineview RECA Fees	348	348		348			1,278
Telecom - Telephone Revenue	3,316	3,316	44,304	(40,988)	7.48%	(426)	38,356
Telecom - Telephone Internal Customer Fees	5,362	5,362	64,158	(58,796)	8.36%	2,932	64,484
Total utilities / enterprise charges and fees	10,345,791	10,345,791	109,041,520	(98,695,729)	9.49%	3,008,254	104,564,714
Other / enterprise charges and fees							
Green Fees	37,537	37,537	305,000	(267,463)	12.31%	34,138	338,752
Handicap Fees	45	45	3,375	(3,330)	1.33%		497
Golf Cart Rentals	38,026	38,026	395,000	(356,974)	9.63%	51,545	412,089
Merchandise Sales	2,544	2,544	30,000	(27,456)	8.48%	4,193	27,322
Driving Range Fees	2,880	2,880	38,000	(35,120)	7.58%	4,979	40,481
Membership Fees	4,400	4,400	50,000	(45,600)	8.80%	6,650	64,690
Food & Beverage	5,352	5,352	42,000	(36,648)	12.74%	7,216	46,630
Beer Sales	1,641	1,641	20,000	(18,359)	8.21%	2,694	20,896
Pull Cart Rentals	32	32	1,700	(1,668)	1.88%		293
Tournament Fees	2,197	2,197	40,000	(37,803)	5.49%	5,507	44,738
Golf Balls	5,000	5,000	35,000	(30,000)	14.29%	5,691	42,139
Fiber Fees	58,281	58,281	725,451	(667,170)	8.03%	6,514	720,831
Fiber Fees - Internal Customer Fees	42,600	42,600	497,651	(455,051)	8.56%	22,547	502,497
Total other / enterprise charges and fees	200,535	200,535	2,183,177	(1,982,642)	9.19%	151,674	2,261,855
Other fees							
General Fund-Customer Service							
-Charges for Serv- -	63,928	63,928	766,850	(702,922)	8.34%	10,864	762,933
Landfill Capital Surcharge Fee	8,071	8,071	72,000	(63,929)	11.21%	5,951	76,522
Landfill Closure Surcharge Fee	8,071	8,071	72,000	(63,929)	11.21%	5,951	76,519
Container Fees	4,260	4,260	49,000	(44,740)	8.69%	3,780	45,840
Pole Installation			5,000	(5,000)			70,337
After Hours Service Fee	775	775	20,000	(19,225)	3.88%	1,475	31,459
Connection Fees	21,225	21,225	225,000	(203,775)	9.43%	21,985	235,490
Surge Protection Fees	368	368	5,000	(4,632)	7.36%	81	4,575
Reconnect Fees	7,255	7,255	210,000	(202,745)	3.45%	15,645	203,590
Underground Trenching	11,454	11,454	45,000	(33,546)	25.45%	19,737	125,196
UGA Contracted Services							4,741
Power Resoration Aid			55,000	(55,000)			
Total other fees	125,407	125,407	1,524,850	(1,399,443)	8.22%	85,469	1,637,202
Culture and recreation							
Still Branch WTP Gate Receipts			4,000	(4,000)		544	544
Total culture and recreation			4,000	(4,000)		544	544



INTERIM STATEMENTS by Fund
Business-Type Activities
For the One Month Ending Friday, July 31, 2026

9/4/2026
9:57 AM

	FISCAL YEAR 2027		Amended Budget	Variance with Amended Budget		PRIOR FYTD	
	Actual					7/31/2025	6/30/2026
	MTD	FYTD		\$ Over / (Under)	%	Actual	Actual
Other charges for services							
Returned Check Fees	3,430	3,430	32,500	(29,070)	10.55%	3,325	34,120
Delinquent Penalties	128,682	128,682	1,675,000	(1,546,318)	7.68%	145,890	1,574,762
Total other charges for services	132,112	132,112	1,707,500	(1,575,388)	7.74%	149,215	1,608,882
TOTAL CHARGES FOR SERVICES	10,886,203	10,886,203	115,479,847	(104,593,644)	9.43%	3,504,713	110,970,254
RENTS AND ROYALTIES							
Water Tower	7,268	7,268	87,212	(79,944)	8.33%	6,425	84,806
Sale of Excess Capacity			100,000	(100,000)		3,186	21,888
Third-party Sales	105,474	105,474	585,500	(480,026)	18.01%	91,322	888,599
Equipment Rental Fees	1,484	1,484	15,173	(13,689)	9.78%	3,115	15,539
MEAG Refunding Flexible Operating						3,186	21,889
MEAG Year End Settlement			800,000	(800,000)			5,373,535
Settlements from Insurance Claims							101,529
Settlements from Insurance Claims	5,078	5,078		5,078		82,149	797,496
Cash Over/Short	21	21		21		(76)	448
Misc Revenue	43,305	43,305	40,000	3,305	108.26%	61,049	833,591
TOTAL RENTS AND ROYALTIES	162,630	162,630	1,627,885	(1,465,255)	9.99%	250,356	8,139,320
TOTAL OPERATING REVENUE	11,048,833	11,048,833	117,107,732	(106,058,899)	9.43%	3,755,069	119,110,024
OPERATING EXPENSE							
Personal Services and Employee Benefits:							
Salaries and Wages	884,902	884,902	15,174,841	14,289,939	5.83%	387,373	11,737,904
Employee Benefits	398,555	398,555	5,824,064	5,425,509	6.84%	371,970	3,642,444
Allocated Payroll Costs	30,888	30,888	370,652	339,764	8.33%	26,893	322,713
Total Personal Services and Employee Benefits	1,314,345	1,314,345	21,369,557	20,055,212	6.15%	786,236	15,703,061
Purchased or Contracted Services	556,824	556,824	16,487,114	15,930,290	3.38%	429,096	12,426,436
Utilities:							
Water/Sewerage	20,166	20,166	217,325	197,159	9.28%	13,232	239,274
Natural Gas	355	355	29,036	28,681	1.22%		24,740
Electricity	189,563	189,563	2,611,500	2,421,937	7.26%	184,793	2,291,197
Propane			92,900	92,900			42,012
Gasoline	15,938	15,938	1,466,619	1,450,681	1.09%	53,224	838,676
Stormwater	3,535	3,535	42,912	39,377	8.24%	3,443	41,588
Customer Service Fee	182	182	2,226	2,044	8.18%	186	2,205
Total Utilities	229,739	229,739	4,462,518	4,232,779	5.15%	254,878	3,479,692
Supplies	144,747	144,747	5,176,941	5,032,194	2.80%	113,263	3,761,166
Electricity for Resale	3,759,710	3,759,710	42,700,038	38,940,328	8.80%	3,887,886	42,010,582
Capital Outlay:							
Property (Land and Buildings)	194,340	194,340	2,585,000	2,390,660	7.52%	170,535	2,616,787
Machinery and Equipment			2,396,593	2,396,593			2,022,282
Capital Outlay - Reclass to Balance Sheet	(194,340)	(194,340)		194,340		(170,535)	(4,639,069)
Total Capital Outlay			4,981,593	4,981,593			
Depreciation Expense	732,689	732,689	7,698,003	6,965,314	9.52%	712,227	8,563,475
Bad Debt			219,000	219,000			222,198
Inter-Departmental Charges	429,044	429,044	6,138,875	5,709,831	6.99%	514,705	6,929,042
Miscellaneous			30,000	30,000			3,250
TOTAL OPERATING EXPENSE	7,167,098	7,167,098	109,263,639	102,096,541	6.56%	6,698,291	93,098,902
OPERATING INCOME (LOSS)	3,881,735	3,881,735	7,844,093	(3,962,358)	49.49%	(2,943,222)	26,011,122



INTERIM STATEMENTS by Fund
Business-Type Activities
For the One Month Ending Friday, July 31, 2026

9/4/2026
9:57 AM

	FISCAL YEAR 2027		Variance with		PRIOR FYTD	
	Actual		Amended Budget		7/31/2025	6/30/2026
					Actual	Actual
	MTD	FYTD	Budget	\$ Over / (Under) %		
NON-OPERATING INCOME (EXPENSE)						
Intergovernmental						
Federal Government Grants						
Capital						
Direct						36,500
Net Capital						36,500
Total Federal Government Grants						36,500
State Government Grants						
Operating - Categorical						
Direct						
Miscellaneous State Grant						1,985
Total Direct						1,985
Total Operating - Categorical						1,985
Capital						
Total Capital						36,500
Total State Government Grants						1,985
Total Intergovernmental revenue						38,485
Intergovernmental - Exp			(105,000)	105,000		(51,691)
Total Intergovernmental - net			(105,000)	105,000		(13,206)
Interest Income						
Bank Account Interest	227	227		227	227	2,722
Bank Account Interest	342,782	342,782		342,782	32,737	1,542,607
Dividends	145,538	145,538		145,538	127,565	1,612,534
P-Card Rebate Program					10,743	13,419
Unrealized Gain/Loss on Investments	(291,254)	(291,254)		(291,254)	(94,018)	83,545
Total Interest/Investment Income	197,293	197,293		197,293	77,254	3,254,827
Principal			(8,137,660)	8,137,660		
Interest Expense	(2,004,826)	(2,004,826)	(4,573,540)	2,568,714 43.84%	(326,323)	(2,665,498)
Total principal and interest expense	(2,004,826)	(2,004,826)	(12,711,200)	10,706,374 15.77%	(326,323)	(2,665,498)
Contributions and donations						
Contributions & Donations						5,622
Total contributions and donations						5,622
Gain (loss) on sale of capital assets						
GMA Lease Proceeds			758,500	(758,500)		339,489
Total gain (loss) on sale of capital assets			758,500	(758,500)		339,489
TOTAL NON-OPERATING INCOME (EXPENSE)	(1,807,533)	(1,807,533)	(12,057,700)	10,250,167 14.99%	(249,069)	921,234
INCOME (LOSS) BEFORE TRANSFERS	2,074,202	2,074,202	(4,213,607)	6,287,809 (49.23%)	(3,192,291)	26,932,356
TRANSFERS						
Transfers - in			3,573,509	(3,573,509)	63,778	901,104
Transfers - out			(14,304,217)	14,304,217	(1,059,159)	(12,750,051)
TOTAL TRANSFERS - NET			(10,730,708)	10,730,708	(995,381)	(11,848,947)
CHANGE IN NET POSITION	\$2,074,202	\$2,074,202	(\$14,944,315)	\$17,018,517 (13.88%)	(\$4,187,672)	\$15,083,409
CONTROL TOTALS						
Total Revenues	\$11,246,127	\$11,246,127	\$122,991,226	(\$111,745,099) 9.14%	\$3,896,101	\$123,649,551



INTERIM STATEMENTS by Fund
Business-Type Activities
For the One Month Ending Friday, July 31, 2026

9/4/2026
9:57 AM

	FISCAL YEAR 2027			Variance with		PRIOR FYTD	
	Actual		Amended Budget	Amended Budget		7/31/2025	6/30/2026
	MTD	FYTD		\$ Over / (Under) %		Actual	Actual
Total Expenditures	9,171,924	9,171,924	136,384,056	127,212,132	6.73%	8,083,771	108,566,141
Revenues less expenditures	2,074,203	2,074,203	(13,392,830)	(15,467,033)	(15.49%)	(4,187,670)	15,083,410
Difference	(\$1)	(\$1)	(\$1,551,485)	(\$1,551,484)	0.00%	(\$2)	(\$1)



INTERIM STATEMENTS by Fund
Enterprise Funds
For the One Month Ending Friday, July 31, 2026

9/4/2026
9:57 AM

	FISCAL YEAR 2027		Variance with		PRIOR FYTD	
	Actual	Amended	Amended Budget		7/31/2025	6/30/2026
	MTD	FYTD	Budget	\$ Over / (Under) %	Actual	Actual
OPERATING REVENUE						
LICENSE AND PERMITS						
Non-business licenses and permits:						
Building and signs:						
Other permits						\$450
Total building and sign permits						450
Total non-business licenses and permits						450
TOTAL LICENSES AND PERMITS						450
CHARGES FOR SERVICES						
Utilities / enterprise charges and fees						
Fees - Collection - Residential	271,698	271,698	3,140,629	(2,868,931) 8.65%	46,669	3,152,772
Fees - Collection - Commercial	122,451	122,451	1,410,000	(1,287,549) 8.68%	26,985	1,427,375
Fees - Transfer Station	221,359	221,359	2,100,000	(1,878,641) 10.54%	199,921	2,361,421
Fees - Special Handling	2,770	2,770	25,000	(22,230) 11.08%	2,220	24,210
Fees - Rolloff Containers	69,797	69,797	824,000	(754,203) 8.47%	78,550	866,760
Fees - Yard Waste Disposal	80,726	80,726	965,940	(885,214) 8.36%	13,994	943,638
Fees - Yard Waste Special Handling	38	38		38 (7)		(144)
Sale of Recycled Materials	2,276	2,276	3,000	(724) 75.87%	6,028	54,335
Permit Fees - Commercial Hauler	200	200	4,000	(3,800) 5.00%	100	2,500
Fees - Landfill Use	310,266	310,266	2,640,000	(2,329,734) 11.75%	217,560	2,929,598
Recycling Fees Sort Line	9,227	9,227	150,000	(140,773) 6.15%		44,522
Water Institutional	18,643	18,643	200,000	(181,357) 9.32%	17,543	247,438
Fees - Water Industrial	30,001	30,001	375,000	(344,999) 8.00%	15,723	318,581
Fees - Water Residential	386,830	386,830	4,950,000	(4,563,170) 7.81%	53,037	4,445,429
Fees - Water Commercial	129,285	129,285	1,900,000	(1,770,715) 6.80%	4,550	1,478,363
Pass-Thru Water Spalding County			(5,800,000)	5,800,000		(5,323,219)
Fees - Fire Hydrant Water	1,352	1,352	25,000	(23,648) 5.41%	4,821	31,756
Fees - Water Lock Cut	400	400	3,000	(2,600) 13.33%	600	5,275
Bulk Water - Spalding County	1,029,837	1,029,837	12,250,000	(11,220,163) 8.41%	94,951	11,381,106
Bulk Water - Williamson	9,562	9,562	110,000	(100,438) 8.69%	2,635	93,180
Bulk Water - Zebulon	33,215	33,215	485,000	(451,785) 6.85%	6,944	410,271
Bulk Water - Butts County	2,422	2,422	43,000	(40,578) 5.63%		32,841
Bulk Water - Coweta County	490,500	490,500	6,340,000	(5,849,500) 7.74%	271,945	6,177,445
Bulk Water - Barnesville						36
Bulk Water - City of Concord	2,273	2,273	6,000	(3,727) 37.88%	613	6,817
Bulk Water - Pike Co Water & Sewerage Authority	1,239	1,239	3,500	(2,261) 35.40%	611	6,410
Bulk Water - Hampton	1,000	1,000	12,000	(11,000) 8.33%		22,000
Fees - Water Tap						9,240
Fees - Water Irrigation	45,075	45,075	400,000	(354,925) 11.27%	20,991	358,420
Fees - Meter Install			25,500	(25,500)	2,540	37,940
Fees - Commercial Broken Pipe	768	768	11,500	(10,732) 6.68%	253	8,988
Sewer Flat - Industrial	33,033	33,033	350,000	(316,967) 9.44%	14,525	344,247
Sewer Flat - Residential	531,411	531,411	6,450,000	(5,918,589) 8.24%	63,609	6,078,128
Sewer Flat - Commercial	287,805	287,805	2,850,000	(2,562,195) 10.10%	71,639	3,189,714
Sewer Tap Fee			24,200	(24,200)		36,950
Wastewater Capacity Recovery Fee	46,600	46,600		46,600	175,000	1,092,861
Water Capacity Recovery Fee	14,400	14,400		14,400	3,600	80,025
Stormwater - Residential Upper Tier	40,648	40,648	489,316	(448,668) 8.31%	7,147	477,433
Stormwater - Residential Lower Tier	19,120	19,120	243,662	(224,542) 7.85%	3,705	222,245
Stormwater - Commercial Fees	196,307	196,307	2,426,823	(2,230,516) 8.09%	68,017	2,315,435



INTERIM STATEMENTS by Fund
Enterprise Funds
For the One Month Ending Friday, July 31, 2026

9/4/2026
9:57 AM

	FISCAL YEAR 2027			Variance with		PRIOR FYTD	
	Actual		Amended Budget	Amended Budget		7/31/2025	6/30/2026
	MTD	FYTD				Actual	Actual
				\$ Over / (Under) %			
Sewer - Sun City	152,580	152,580	1,600,000	(1,447,420)	9.54%	1,963	1,767,556
Sewer - Greyson Parc	19,063	19,063	205,000	(185,937)	9.30%	631	223,360
Sewer - Spalding County	296	296		296			1,016
Pass-Thru - Sewer							(1,734,947)
Fees - Electric Residential Service	2,098,236	2,098,236	21,200,000	(19,101,764)	9.90%	365,211	19,843,365
Fees - Electric Commercial Service	1,850,329	1,850,329	20,778,000	(18,927,671)	8.91%	530,608	19,842,754
Fees - Electric Industrial Service	799,836	799,836	9,000,000	(8,200,164)	8.89%	344,085	8,872,646
Fees - Electric Fuel Adjustment	819,242	819,242	8,800,000	(7,980,758)	9.31%	223,919	8,384,171
Fees - Electric Temporary Service	75	75	2,000	(1,925)	3.75%	50	1,550
Fees - Pole Rental Current Year			301,000	(301,000)			280,988
ECCR Adjustment	154,574	154,574	1,610,988	(1,456,414)	9.59%	42,262	1,581,934
MEAG Pineview RECA Fees	348	348		348			1,278
Telecom - Telephone Revenue	3,316	3,316	44,304	(40,988)	7.48%	(426)	38,356
Telecom - Telephone Internal Customer Fees	5,362	5,362	64,158	(58,796)	8.36%	2,932	64,484
Total utilities / enterprise charges and fees	10,345,791	10,345,791	109,041,520	(98,695,729)	9.49%	3,008,254	104,560,853
Other / enterprise charges and fees							
Green Fees	37,537	37,537	305,000	(267,463)	12.31%	34,138	338,752
Handicap Fees	45	45	3,375	(3,330)	1.33%		497
Golf Cart Rentals	38,026	38,026	395,000	(356,974)	9.63%	51,545	412,089
Merchandise Sales	2,544	2,544	30,000	(27,456)	8.48%	4,193	27,322
Driving Range Fees	2,880	2,880	38,000	(35,120)	7.58%	4,979	40,481
Membership Fees	4,400	4,400	50,000	(45,600)	8.80%	6,650	64,690
Food & Beverage	5,352	5,352	42,000	(36,648)	12.74%	7,216	46,630
Beer Sales	1,641	1,641	20,000	(18,359)	8.21%	2,694	20,896
Pull Cart Rentals	32	32	1,700	(1,668)	1.88%		293
Tournament Fees	2,197	2,197	40,000	(37,803)	5.49%	5,507	44,738
Golf Balls	5,000	5,000	35,000	(30,000)	14.29%	5,691	42,139
Fiber Fees	58,281	58,281	725,451	(667,170)	8.03%	6,514	720,831
Fiber Fees - Internal Customer Fees	42,600	42,600	497,651	(455,051)	8.56%	22,547	502,497
Total other / enterprise charges and fees	200,535	200,535	2,183,177	(1,982,642)	9.19%	151,674	2,261,855
Other fees							
General Fund-Customer Service -Charges for Serv- -	63,928	63,928	766,850	(702,922)	8.34%	10,864	762,933
Landfill Capital Surcharge Fee	8,071	8,071	72,000	(63,929)	11.21%	5,951	76,522
Landfill Closure Surcharge Fee	8,071	8,071	72,000	(63,929)	11.21%	5,951	76,519
Container Fees	4,260	4,260	49,000	(44,740)	8.69%	3,780	45,840
Pole Installation			5,000	(5,000)			70,337
After Hours Service Fee	775	775	20,000	(19,225)	3.88%	1,475	31,459
Connection Fees	21,225	21,225	225,000	(203,775)	9.43%	21,985	235,490
Surge Protection Fees	368	368	5,000	(4,632)	7.36%	81	4,575
Reconnect Fees	7,255	7,255	210,000	(202,745)	3.45%	15,645	203,590
Underground Trenching	11,454	11,454	45,000	(33,546)	25.45%	19,737	125,196
UGA Contracted Services							4,741
Power Resoration Aid			55,000	(55,000)			
Total other fees	125,407	125,407	1,524,850	(1,399,443)	8.22%	85,469	1,637,202
Culture and recreation							
Still Branch WTP Gate Receipts			4,000	(4,000)		544	544
Total culture and recreation			4,000	(4,000)		544	544
Other charges for services							
Returned Check Fees	3,430	3,430	32,500	(29,070)	10.55%	3,325	34,120



INTERIM STATEMENTS by Fund
Enterprise Funds
For the One Month Ending Friday, July 31, 2026

9/4/2026
9:57 AM

	FISCAL YEAR 2027			Variance with		PRIOR FYTD	
	Actual		Amended	Amended Budget		7/31/2025	6/30/2026
	MTD	FYTD	Budget	\$ Over / (Under) %		Actual	Actual
Delinquent Penalties	128,682	128,682	1,675,000	(1,546,318)	7.68%	145,890	1,574,762
Total other charges for services	132,112	132,112	1,707,500	(1,575,388)	7.74%	149,215	1,608,882
TOTAL CHARGES FOR SERVICES	10,803,845	10,803,845	114,461,047	(103,657,202)	9.44%	3,395,156	110,069,336
RENTS AND ROYALTIES							
Water Tower	7,268	7,268	87,212	(79,944)	8.33%	6,425	84,806
Sale of Excess Capacity			100,000	(100,000)		3,186	21,888
Third-party Sales	105,474	105,474	585,500	(480,026)	18.01%	91,322	888,599
Equipment Rental Fees	1,484	1,484	15,173	(13,689)	9.78%	3,115	15,539
MEAG Refunding Flexible Operating						3,186	21,889
MEAG Year End Settlement			800,000	(800,000)			5,373,535
Settlements from Insurance Claims							101,529
Settlements from Insurance Claims	5,078	5,078		5,078		82,149	780,391
Cash Over/Short	21	21		21		(76)	448
Misc Revenue	42,691	42,691	40,000	2,691	106.73%	59,480	812,030
TOTAL RENTS AND ROYALTIES	162,016	162,016	1,627,885	(1,465,869)	9.95%	248,787	8,100,654
TOTAL OPERATING REVENUE	10,965,861	10,965,861	116,088,932	(105,123,071)	9.45%	3,643,943	118,170,440
OPERATING EXPENSE							
Personal Services and Employee Benefits:							
Salaries and Wages	856,858	856,858	14,394,162	13,537,304	5.95%	372,326	11,277,426
Employee Benefits	387,228	387,228	5,522,567	5,135,339	7.01%	359,931	3,509,175
Allocated Payroll Costs	30,888	30,888	370,652	339,764	8.33%	26,893	322,713
Total Personal Services and Employee Benefits	1,274,974	1,274,974	20,287,381	19,012,407	6.28%	759,150	15,109,314
Purchased or Contracted Services	549,735	549,735	16,301,733	15,751,998	3.37%	423,953	12,345,758
Utilities:							
Water/Sewerage	19,824	19,824	211,525	191,701	9.37%	12,899	234,794
Natural Gas	163	163	19,036	18,873	0.86%		14,960
Electricity	187,701	187,701	2,587,500	2,399,799	7.25%	182,863	2,269,146
Propane			92,900	92,900			42,012
Gasoline	15,938	15,938	1,443,915	1,427,977	1.10%	52,532	831,562
Stormwater	3,053	3,053	36,301	33,248	8.41%	2,973	35,921
Customer Service Fee	172	172	2,100	1,928	8.19%	175	2,079
Total Utilities	226,851	226,851	4,393,277	4,166,426	5.16%	251,442	3,430,474
Supplies	123,916	123,916	4,434,796	4,310,880	2.79%	82,177	3,127,357
Electricity for Resale	3,759,710	3,759,710	42,700,038	38,940,328	8.80%	3,887,886	42,010,582
Capital Outlay:							
Property (Land and Buildings)	194,340	194,340	2,585,000	2,390,660	7.52%	170,535	2,616,787
Machinery and Equipment			2,176,593	2,176,593			1,964,615
Capital Outlay - Reclass to Balance Sheet	(194,340)	(194,340)		194,340		(170,535)	(4,581,401)
Total Capital Outlay			4,761,593	4,761,593			1
Depreciation Expense	724,914	724,914	7,621,967	6,897,053	9.51%	705,323	8,476,546
Bad Debt			219,000	219,000			222,198
Inter-Departmental Charges	409,694	409,694	5,924,764	5,515,070	6.91%	496,853	6,628,277
Miscellaneous			30,000	30,000			3,250
TOTAL OPERATING EXPENSE	7,069,794	7,069,794	106,674,549	99,604,755	6.63%	6,606,784	91,353,757
OPERATING INCOME (LOSS)	3,896,067	3,896,067	9,414,383	(5,518,316)	41.38%	(2,962,841)	26,816,683
NON-OPERATING INCOME (EXPENSE)							
Intergovernmental							
Federal Government Grants							



INTERIM STATEMENTS by Fund
Enterprise Funds
For the One Month Ending Friday, July 31, 2026

9/4/2026
9:57 AM

	FISCAL YEAR 2027			Variance with		PRIOR FYTD	
	Actual		Amended	Amended Budget		7/31/2025	6/30/2026
			Budget			Actual	Actual
	MTD	FYTD		\$	Over / (Under) %		
Capital							
Direct							36,500
Net Capital							36,500
Total Federal Government Grants							36,500
State Government Grants							
Operating - Categorical							
Direct							
Miscellaneous State Grant							1,985
Total Direct							1,985
Total Operating - Categorical							1,985
Capital							
Total Capital							36,500
Total State Government Grants							1,985
Total Intergovernmental revenue							38,485
Intergovernmental - Exp			(105,000)	105,000			(51,691)
Total Intergovernmental - net			(105,000)	105,000			(13,206)
Interest Income							
Bank Account Interest	227	227		227		227	2,722
Bank Account Interest	342,782	342,782		342,782		32,737	1,542,607
Dividends	145,538	145,538		145,538		127,565	1,612,534
P-Card Rebate Program						10,743	13,419
Unrealized Gain/Loss on Investments	(291,254)	(291,254)		(291,254)		(94,018)	83,545
Total Interest/Investment Income	197,293	197,293		197,293		77,254	3,254,827
Principal			(8,100,890)	8,100,890			
Interest Expense	(2,004,826)	(2,004,826)	(4,565,240)	2,560,414	43.92%	(326,323)	(2,665,498)
Total principal and interest expense	(2,004,826)	(2,004,826)	(12,666,130)	10,661,304	15.83%	(326,323)	(2,665,498)
Contributions and donations							
Contributions & Donations							5,622
Total contributions and donations							5,622
Gain (loss) on sale of capital assets							
GMA Lease Proceeds			538,500	(538,500)			339,489
Total gain (loss) on sale of capital assets			538,500	(538,500)			339,489
TOTAL NON-OPERATING INCOME (EXPENSE)	(1,807,533)	(1,807,533)	(12,232,630)	10,425,097	14.78%	(249,069)	921,234
INCOME (LOSS) BEFORE TRANSFERS	2,088,534	2,088,534	(2,818,247)	4,906,781	(74.11%)	(3,211,910)	27,737,917
TRANSFERS							
Transfers - in			2,254,185	(2,254,185)		43,357	648,740
Transfers - out			(14,304,217)	14,304,217		(1,059,159)	(12,750,051)
TOTAL TRANSFERS - NET			(12,050,032)	12,050,032		(1,015,802)	(12,101,311)
CHANGE IN NET POSITION	\$2,088,534	\$2,088,534	(\$14,868,279)	\$16,956,813	(14.05%)	(\$4,227,712)	\$15,636,606
CONTROL TOTALS							
Total Revenues	\$11,163,155	\$11,163,155	\$120,433,102	(\$109,269,947)	9.27%	\$3,764,554	\$122,457,603
Total Expenditures	9,074,620	9,074,620	133,749,896	124,675,276	6.78%	7,992,265	106,820,995
Revenues less expenditures	2,088,535	2,088,535	(13,316,794)	(15,405,329)	(15.68%)	(4,227,711)	15,636,608
Difference	(\$1)	(\$1)	(\$1,551,485)	(\$1,551,484)	0.00%	(\$1)	(\$2)



INTERIM STATEMENTS by Fund
Enterprise Funds
For the One Month Ending Friday, July 31, 2026

9/4/2026
9:57 AM

FISCAL YEAR 2027			Variance with	PRIOR FYTD	
Actual		Amended	Amended Budget	7/31/2025	6/30/2026
MTD	FYTD	Budget	\$ Over / (Under) %	Actual	Actual



INTERIM STATEMENTS by Fund
505-Water/Wastewater Utility Fund
For the One Month Ending Friday, July 31, 2026

9/4/2026
9:57 AM

	FISCAL YEAR 2027			Variance with		PRIOR FYTD	
	Actual		Amended	Amended Budget		7/31/2025	6/30/2026
	MTD	FYTD	Budget	\$ Over / (Under) %		Actual	Actual
LICENSE AND PERMITS							
Non-business licenses and permits:							
Building and signs:							
Other permits							\$450
Total building and sign permits							450
Total non-business licenses and permits							450
TOTAL LICENSES AND PERMITS							450
CHARGES FOR SERVICES							
Utilities / enterprise charges and fees							
Sale of Recycled Materials			3,000	(3,000)			3,643
Water Institutional	18,643	18,643	200,000	(181,357)	9.32%	17,543	247,438
Fees - Water Industrial	30,001	30,001	375,000	(344,999)	8.00%	15,723	318,581
Fees - Water Residential	386,830	386,830	4,950,000	(4,563,170)	7.81%	53,037	4,445,429
Fees - Water Commercial	129,285	129,285	1,900,000	(1,770,715)	6.80%	4,550	1,478,363
Pass-Thru Water Spalding County			(5,800,000)	5,800,000			(5,323,219)
Fees - Fire Hydrant Water	1,352	1,352	25,000	(23,648)	5.41%	4,821	31,756
Fees - Water Lock Cut	400	400	3,000	(2,600)	13.33%	600	5,275
Bulk Water - Spalding County	1,029,837	1,029,837	12,250,000	(11,220,163)	8.41%	94,951	11,381,106
Bulk Water - Williamson	9,562	9,562	110,000	(100,438)	8.69%	2,635	93,180
Bulk Water - Zebulon	33,215	33,215	485,000	(451,785)	6.85%	6,944	410,271
Bulk Water - Butts County	2,422	2,422	43,000	(40,578)	5.63%		32,841
Bulk Water - Coweta County	490,500	490,500	6,340,000	(5,849,500)	7.74%	271,945	6,177,445
Bulk Water - Barnesville							36
Bulk Water - City of Concord	2,273	2,273	6,000	(3,727)	37.88%	613	6,817
Bulk Water - Pike Co Water & Sewerage Authority	1,239	1,239	3,500	(2,261)	35.40%	611	6,410
Bulk Water - Hampton	1,000	1,000	12,000	(11,000)	8.33%		22,000
Fees - Water Tap							9,240
Fees - Water Irrigation	45,075	45,075	400,000	(354,925)	11.27%	20,991	358,420
Fees - Meter Install			25,500	(25,500)		2,540	37,940
Fees - Commercial Broken Pipe	768	768	11,500	(10,732)	6.68%	253	8,988
Sewer Flat - Industrial	33,033	33,033	350,000	(316,967)	9.44%	14,525	344,247
Sewer Flat - Residential	531,411	531,411	6,450,000	(5,918,589)	8.24%	63,609	6,078,128
Sewer Flat - Commercial	287,805	287,805	2,850,000	(2,562,195)	10.10%	71,639	3,189,714
Sewer Tap Fee			24,200	(24,200)			36,950
Wastewater Capacity Recovery Fee	46,600	46,600		46,600		175,000	1,092,861
Water Capacity Recovery Fee	14,400	14,400		14,400		3,600	80,025
Sewer - Sun City	152,580	152,580	1,600,000	(1,447,420)	9.54%	1,963	1,767,556
Sewer - Greyson Parc	19,063	19,063	205,000	(185,937)	9.30%	631	223,360
Sewer - Spalding County	296	296		296			1,016
Pass-Thru - Sewer							(1,734,947)
Total utilities / enterprise charges and fees	3,267,590	3,267,590	32,821,700	(29,554,110)	9.96%	828,724	30,830,870
Culture and recreation							
Still Branch WTP Gate Receipts			4,000	(4,000)		544	544
Total culture and recreation			4,000	(4,000)		544	544
Other charges for services							
Returned Check Fees	140	140		140			
Total other charges for services	140	140		140			
TOTAL CHARGES FOR SERVICES	3,267,730	3,267,730	32,825,700	(29,557,970)	9.95%	829,268	30,831,414

RENTS AND ROYALTIES



INTERIM STATEMENTS by Fund
505-Water/Wastewater Utility Fund
For the One Month Ending Friday, July 31, 2026

9/4/2026
9:57 AM

	FISCAL YEAR 2027			Variance with		PRIOR FYTD	
	Actual		Amended Budget	Amended Budget		7/31/2025	6/30/2026
	MTD	FYTD		\$ Over / (Under) %		Actual	Actual
Water Tower	7,268	7,268	87,212	(79,944)	8.33%	6,425	84,806
Settlements from Insurance							
Claims	5,078	5,078		5,078			31,675
Misc Revenue	14,401	14,401		14,401		16,183	279,980
TOTAL RENTS AND ROYALTIES	26,747	26,747	87,212	(60,465)	30.67%	22,608	396,461
TOTAL OPERATING REVENUE	3,294,477	3,294,477	32,912,912	(29,618,435)	10.01%	851,876	31,228,325
OPERATING EXPENSE							
Personal Services and Employee							
Benefits:							
Salaries and Wages	293,744	293,744	5,097,652	4,803,908	5.76%	123,993	3,825,989
Employee Benefits	127,842	127,842	1,999,928	1,872,086	6.39%	134,532	1,222,559
Allocated Payroll Costs	48,821	48,821	585,851	537,030	8.33%	42,098	505,176
Total Personal Services and							
Employee Benefits	470,407	470,407	7,683,431	7,213,024	6.12%	300,623	5,553,724
Purchased or Contracted Services	153,421	153,421	4,610,135	4,456,714	3.33%	100,205	2,506,445
Utilities:							
Water/Sewerage	18,412	18,412	191,300	172,888	9.62%	11,432	218,863
Natural Gas	95	95	15,600	15,505	0.61%		11,598
Electricity	180,967	180,967	2,472,400	2,291,433	7.32%	174,807	2,172,830
Propane			92,900	92,900			42,012
Gasoline			318,218	318,218		8,640	144,480
Stormwater	742	742	8,976	8,234	8.27%	723	8,731
Customer Service Fee	137	137	1,638	1,501	8.36%	137	1,638
Total Utilities	200,353	200,353	3,101,032	2,900,679	6.46%	195,739	2,600,152
Supplies	73,800	73,800	2,769,045	2,695,245	2.67%	32,363	1,926,807
Capital Outlay:							
Property (Land and Buildings)							829,290
Machinery and Equipment			491,545	491,545			332,743
Capital Outlay - Reclass to							
Balance Sheet							(1,162,033)
Total Capital Outlay			491,545	491,545			
Depreciation Expense	414,137	414,137	4,402,106	3,987,969	9.41%	402,819	4,833,577
Bad Debt							64,283
Inter-Departmental Charges	144,370	144,370	2,588,274	2,443,904	5.58%	175,437	2,276,560
Miscellaneous			30,000	30,000			3,250
TOTAL OPERATING EXPENSE	1,456,488	1,456,488	25,675,568	24,219,080	5.67%	1,207,186	19,764,798
OPERATING INCOME (LOSS)	1,837,989	1,837,989	7,237,344	(5,399,355)	25.40%	(355,310)	11,463,527
NON-OPERATING INCOME (EXPENSE)							
Intergovernmental							
Interest Income							
Bank Account Interest	330,338	330,338		330,338		3,885	1,180,282
P-Card Rebate Program						2,997	5,673
Unrealized Gain/Loss on							
Investments	(11,493)	(11,493)		(11,493)		777	13,778
Total Interest/Investment Income	318,845	318,845		318,845		7,659	1,199,733
Principal			(7,130,500)	7,130,500			
Interest Expense	(1,995,087)	(1,995,087)	(4,398,300)	2,403,213	45.36%	(316,650)	(2,536,352)
Total principal and interest							
expense	(1,995,087)	(1,995,087)	(11,528,800)	9,533,713	17.31%	(316,650)	(2,536,352)
TOTAL NON-OPERATING INCOME (EXPENSE)	(1,676,242)	(1,676,242)	(11,528,800)	9,852,558	14.54%	(308,991)	(1,336,619)
INCOME (LOSS) BEFORE TRANSFERS	161,747	161,747	(4,291,456)	4,453,203	(3.77%)	(664,301)	10,126,908
TRANSFERS							



INTERIM STATEMENTS by Fund
505-Water/Wastewater Utility Fund
For the One Month Ending Friday, July 31, 2026

9/4/2026
9:57 AM

	FISCAL YEAR 2027			Variance with		PRIOR FYTD	
	Actual		Amended	Amended Budget		7/31/2025	6/30/2026
	MTD	FYTD	Budget	\$ Over / (Under) %		Actual	Actual
Transfers - out			(3,066,115)	3,066,115		(232,500)	(2,830,148)
TOTAL TRANSFERS - NET			(3,066,115)	3,066,115		(232,500)	(2,830,148)
CHANGE IN NET POSITION	\$161,747	\$161,747	(\$7,357,571)	\$7,519,318	(2.20%)	(\$896,801)	\$7,296,760
CONTROL TOTALS							
Total Revenues	\$3,613,321	\$3,613,321	\$32,912,912	(\$29,299,591)	10.98%	\$859,534	\$32,428,058
Total Expenditures	3,451,575	3,451,575	40,270,483	36,818,908	8.57%	1,756,335	25,131,297
Revenues less expenditures	161,746	161,746	(7,357,571)	(7,519,317)	(2.20%)	(896,801)	7,296,761
Difference	\$1	\$1		(\$1)	0.00%		(\$1)



INTERIM STATEMENTS by Fund
510-Electric Utility Fund
For the One Month Ending Friday, July 31, 2026

9/4/2026
9:57 AM

	FISCAL YEAR 2027			Variance with		PRIOR FYTD	
	Actual		Amended	Amended Budget		7/31/2025	6/30/2026
	MTD	FYTD	Budget	\$ Over / (Under) %		Actual	Actual
OPERATING REVENUE							
CHARGES FOR SERVICES							
Utilities / enterprise charges and fees							
Fees - Electric Residential Service	\$2,098,236	\$2,098,236	\$21,200,000	(\$19,101,764)	9.90%	\$365,211	\$19,843,365
Fees - Electric Commercial Service	1,850,329	1,850,329	20,778,000	(18,927,671)	8.91%	530,608	19,842,754
Fees - Electric Industrial Service	799,836	799,836	9,000,000	(8,200,164)	8.89%	344,085	8,872,646
Fees - Electric Fuel Adjustment	819,242	819,242	8,800,000	(7,980,758)	9.31%	223,919	8,384,171
Fees - Electric Temporary Service	75	75	2,000	(1,925)	3.75%	50	1,550
Fees - Pole Rental Current Year			301,000	(301,000)			280,988
ECCR Adjustment	154,574	154,574	1,610,988	(1,456,414)	9.59%	42,262	1,581,934
MEAG Pineview RECA Fees	348	348		348			1,278
Total utilities / enterprise charges and fees	5,722,640	5,722,640	61,691,988	(55,969,348)	9.28%	1,506,135	58,808,686
Other fees							
General Fund-Customer Service							
-Charges for Serv- - Pole Installation	63,928	63,928	766,850	(702,922)	8.34%	10,864	762,933
After Hours Service Fee	775	775	20,000	(19,225)	3.88%	1,475	31,459
Connection Fees	21,225	21,225	225,000	(203,775)	9.43%	21,985	235,490
Surge Protection Fees	368	368	5,000	(4,632)	7.36%	81	4,575
Reconnect Fees	7,255	7,255	210,000	(202,745)	3.45%	15,645	203,590
Underground Trenching	11,454	11,454	45,000	(33,546)	25.45%	19,737	125,196
UGA Contracted Services							4,741
Power Resoration Aid			55,000	(55,000)			
Total other fees	105,005	105,005	1,331,850	(1,226,845)	7.88%	69,787	1,438,321
Other charges for services							
Returned Check Fees	3,290	3,290	32,500	(29,210)	10.12%	3,325	34,020
Delinquent Penalties	128,682	128,682	1,675,000	(1,546,318)	7.68%	145,890	1,574,762
Total other charges for services	131,972	131,972	1,707,500	(1,575,528)	7.73%	149,215	1,608,782
TOTAL CHARGES FOR SERVICES	5,959,617	5,959,617	64,731,338	(58,771,721)	9.21%	1,725,137	61,855,789
RENTS AND ROYALTIES							
Sale of Excess Capacity			100,000	(100,000)		3,186	21,888
Third-party Sales	105,474	105,474	585,500	(480,026)	18.01%	91,322	888,599
Equipment Rental Fees	1,264	1,264	15,173	(13,909)	8.33%	2,529	13,909
MEAG Refunding Flexible Operating						3,186	21,889
MEAG Year End Settlement			800,000	(800,000)			5,373,535
Settlements from Insurance Claims							90,549
Settlements from Insurance Claims							1,438
Cash Over/Short	18	18		18		(13)	397
Misc Revenue	16,712	16,712	40,000	(23,288)	41.78%	16,838	276,538
TOTAL RENTS AND ROYALTIES	123,468	123,468	1,540,673	(1,417,205)	8.01%	117,048	6,688,742
TOTAL OPERATING REVENUE	6,083,085	6,083,085	66,272,011	(60,188,926)	9.18%	1,842,185	68,544,531
OPERATING EXPENSE							
Personal Services and Employee Benefits:							
Salaries and Wages	277,813	277,813	4,800,022	4,522,209	5.79%	122,217	3,745,554
Employee Benefits	117,846	117,846	1,721,527	1,603,681	6.85%	91,928	1,132,638



INTERIM STATEMENTS by Fund
510-Electric Utility Fund
For the One Month Ending Friday, July 31, 2026

9/4/2026
9:57 AM

	FISCAL YEAR 2027			Variance with		PRIOR FYTD	
	Actual		Amended Budget	Amended Budget		7/31/2025	6/30/2026
	MTD	FYTD		\$ Over / (Under) %		Actual	Actual
Allocated Payroll Costs	(24,959)	(24,959)	(299,510)	(274,551)	8.33%	(21,690)	(260,281)
Total Personal Services and Employee Benefits	370,700	370,700	6,222,039	5,851,339	5.96%	192,455	4,617,911
Purchased or Contracted Services	206,625	206,625	4,992,593	4,785,968	4.14%	149,603	4,057,192
Utilities:							
Water/Sewerage	215	215	4,025	3,810	5.34%	411	3,487
Natural Gas	17	17	636	619	2.67%		636
Electricity	2,752	2,752	41,000	38,248	6.71%	2,858	38,359
Gasoline			147,174	147,174		7,883	85,356
Stormwater	560	560	6,770	6,210	8.27%	545	6,587
Customer Service Fee	7	7	84	77	8.33%	7	84
Total Utilities	3,551	3,551	199,689	196,138	1.78%	11,704	134,509
Supplies	6,895	6,895	598,476	591,581	1.15%	13,662	353,568
Electricity for Resale	3,759,710	3,759,710	42,700,038	38,940,328	8.80%	3,887,886	42,010,582
Capital Outlay:							
Property (Land and Buildings)	194,340	194,340	2,375,000	2,180,660	8.18%	161,749	1,468,068
Machinery and Equipment			793,688	793,688			757,479
Capital Outlay - Reclass to Balance Sheet	(194,340)	(194,340)		194,340		(161,749)	(2,225,547)
Total Capital Outlay			3,168,688	3,168,688			
Depreciation Expense	141,722	141,722	1,525,343	1,383,621	9.29%	141,954	1,715,130
Bad Debt			219,000	219,000			130,457
Inter-Departmental Charges	107,125	107,125	1,105,928	998,803	9.69%	134,144	1,840,292
TOTAL OPERATING EXPENSE	4,596,328	4,596,328	60,731,794	56,135,466	7.57%	4,531,408	54,859,641
OPERATING INCOME (LOSS)	1,486,757	1,486,757	5,540,217	(4,053,460)	26.84%	(2,689,223)	13,684,890
NON-OPERATING INCOME (EXPENSE)							
Intergovernmental Interest Income							
Bank Account Interest	12,444	12,444		12,444		28,852	362,325
Dividends	139,932	139,932		139,932		125,488	1,592,369
Unrealized Gain/Loss on Investments	(269,674)	(269,674)		(269,674)		(93,986)	75,773
Total Interest/Investment Income	(117,298)	(117,298)		(117,298)		60,354	2,030,467
TOTAL NON-OPERATING INCOME (EXPENSE)	(117,298)	(117,298)		(117,298)		60,354	2,030,467
INCOME (LOSS) BEFORE TRANSFERS	1,369,459	1,369,459	5,540,217	(4,170,758)	24.72%	(2,628,869)	15,715,357
TRANSFERS							
Transfers - out			(11,238,102)	11,238,102		(826,659)	(9,919,903)
TOTAL TRANSFERS - NET			(11,238,102)	11,238,102		(826,659)	(9,919,903)
CHANGE IN NET POSITION	\$1,369,459	\$1,369,459	(\$5,697,885)	\$7,067,344	(24.03%)	(\$3,455,528)	\$5,795,454
CONTROL TOTALS							
Total Revenues	\$5,965,787	\$5,965,787	\$67,823,496	(\$61,857,709)	8.80%	\$1,902,540	\$70,574,999
Total Expenditures	4,596,327	4,596,327	71,969,896	67,373,569	6.39%	5,358,065	64,779,543
Revenues less expenditures	1,369,460	1,369,460	(4,146,400)	(5,515,860)	(33.03%)	(3,455,525)	5,795,456
Difference	(\$1)	(\$1)	(\$1,551,485)	(\$1,551,484)	0.00%	(\$3)	(\$2)



INTERIM STATEMENTS by Fund
540-Solid Waste Utility Fund
For the One Month Ending Friday, July 31, 2026

9/4/2026
9:57 AM

	FISCAL YEAR 2027			Variance with		PRIOR FYTD	
	Actual		Amended Budget	Amended Budget		7/31/2025	6/30/2026
	MTD	FYTD		\$ Over / (Under) %		Actual	Actual
CHARGES FOR SERVICES							
Utilities / enterprise charges and fees							
Fees - Collection - Residential	\$271,698	\$271,698	\$3,140,629	(\$2,868,931)	8.65%	\$46,669	\$3,152,772
Fees - Collection - Commercial	122,451	122,451	1,410,000	(1,287,549)	8.68%	26,985	1,427,375
Fees - Transfer Station	221,359	221,359	2,100,000	(1,878,641)	10.54%	199,921	2,361,421
Fees - Special Handling	2,770	2,770	25,000	(22,230)	11.08%	2,220	24,210
Fees - Rolloff Containers	69,797	69,797	824,000	(754,203)	8.47%	78,550	866,760
Fees - Yard Waste Disposal	80,726	80,726	965,940	(885,214)	8.36%	13,994	943,638
Fees - Yard Waste Special Handling	38	38		38		(7)	(144)
Sale of Recycled Materials	2,276	2,276		2,276		6,028	49,530
Permit Fees - Commercial Hauler	200	200	4,000	(3,800)	5.00%	100	2,500
Fees - Landfill Use	310,266	310,266	2,640,000	(2,329,734)	11.75%	217,560	2,929,598
Recycling Fees Sort Line	9,227	9,227	150,000	(140,773)	6.15%		44,522
Total utilities / enterprise charges and fees	1,090,808	1,090,808	11,259,569	(10,168,761)	9.69%	592,020	11,802,182
Other fees							
Landfill Capital Surcharge Fee	8,071	8,071	72,000	(63,929)	11.21%	5,951	76,522
Landfill Closure Surcharge Fee	8,071	8,071	72,000	(63,929)	11.21%	5,951	76,519
Container Fees	4,260	4,260	49,000	(44,740)	8.69%	3,780	45,840
Total other fees	20,402	20,402	193,000	(172,598)	10.57%	15,682	198,881
Other charges for services							
Returned Check Fees							100
Total other charges for services							100
TOTAL CHARGES FOR SERVICES	1,111,210	1,111,210	11,452,569	(10,341,359)	9.70%	607,702	12,001,163
RENTS AND ROYALTIES							
Settlements from Insurance Claims							10,980
Settlements from Insurance Claims						82,149	747,278
Cash Over/Short						(100)	(83)
Misc Revenue	5,534	5,534		5,534		19,817	116,398
TOTAL RENTS AND ROYALTIES	5,534	5,534		5,534		101,866	874,573
TOTAL OPERATING REVENUE	1,116,744	1,116,744	11,452,569	(10,335,825)	9.75%	709,568	12,875,736
OPERATING EXPENSE							
Personal Services and Employee Benefits:							
Salaries and Wages	150,202	150,202	2,466,640	2,316,438	6.09%	65,041	1,906,755
Employee Benefits	88,701	88,701	1,039,936	951,235	8.53%	81,285	629,140
Allocated Payroll Costs	2,555	2,555	30,658	28,103	8.33%	2,351	28,212
Total Personal Services and Employee Benefits	241,458	241,458	3,537,234	3,295,776	6.83%	148,677	2,564,107
Purchased or Contracted Services	149,382	149,382	5,733,370	5,583,988	2.61%	148,977	5,105,321
Utilities:							
Water/Sewerage	470	470	8,000	7,530	5.88%	457	5,814
Electricity	1,467	1,467	41,200	39,733	3.56%	2,743	34,569
Gasoline	12,897	12,897	835,381	822,484	1.54%	27,771	506,088
Stormwater	378	378	4,567	4,189	8.28%	368	4,442
Customer Service Fee	14	14	210	196	6.67%	18	189
Total Utilities	15,226	15,226	889,358	874,132	1.71%	31,357	551,102
Supplies	4,697	4,697	287,175	282,478	1.64%	1,256	122,125
Capital Outlay:							
Property (Land and Buildings)			10,000	10,000			



INTERIM STATEMENTS by Fund
540-Solid Waste Utility Fund
For the One Month Ending Friday, July 31, 2026

9/4/2026
9:57 AM

	FISCAL YEAR 2027			Variance with		PRIOR FYTD	
	Actual		Amended	Amended Budget		7/31/2025	6/30/2026
	MTD	FYTD	Budget	\$ Over / (Under) %		Actual	Actual
Machinery and Equipment			346,560	346,560			596,816
Capital Outlay - Reclass to							
Balance Sheet							(596,816)
Total Capital Outlay			356,560	356,560			
Depreciation Expense	110,545	110,545	1,047,568	937,023	10.55%	101,073	1,216,666
Bad Debt							21,369
Inter-Departmental Charges	75,185	75,185	1,168,946	1,093,761	6.43%	93,479	1,315,782
TOTAL OPERATING EXPENSE	596,493	596,493	13,020,211	12,423,718	4.58%	524,819	10,896,472
OPERATING INCOME (LOSS)	520,251	520,251	(1,567,642)	2,087,893	(33.19%)	184,749	1,979,264
NON-OPERATING INCOME (EXPENSE)							
Intergovernmental							
Federal Government Grants							
Capital							
Direct							36,500
Net Capital							36,500
Total Federal Government Grants							36,500
State Government Grants							
Operating - Categorical							
Direct							
Miscellaneous State Grant							1,985
Total Direct							1,985
Total Operating - Categorical							1,985
Capital							
Total Capital							36,500
Total State Government Grants							1,985
Total Intergovernmental revenue							38,485
Intergovernmental - Exp			(105,000)	105,000			(51,691)
Total Intergovernmental - net			(105,000)	105,000			(13,206)
Interest Income							
Dividends	5,606	5,606		5,606		2,077	20,166
P-Card Rebate Program						7,747	7,747
Unrealized Gain/Loss on							
Investments	(10,086)	(10,086)		(10,086)		(810)	(6,007)
Total Interest/Investment Income	(4,480)	(4,480)		(4,480)		9,014	21,906
Principal			(726,410)	726,410			
Interest Expense	(6,835)	(6,835)	(69,070)	62,235	9.90%	(6,496)	(92,522)
Total principal and interest							
expense	(6,835)	(6,835)	(795,480)	788,645	0.86%	(6,496)	(92,522)
Gain (loss) on sale of capital assets							
GMA Lease Proceeds							339,489
Total gain (loss) on sale of capital							
assets							339,489
TOTAL NON-OPERATING INCOME (EXPENSE)	(11,315)	(11,315)	(900,480)	889,165	1.26%	2,518	255,667
INCOME (LOSS) BEFORE TRANSFERS	508,936	508,936	(2,468,122)	2,977,058	(20.62%)	187,267	2,234,931
TRANSFERS							
Transfers - in			1,564,554	(1,564,554)			
TOTAL TRANSFERS - NET			1,564,554	(1,564,554)			



INTERIM STATEMENTS by Fund
540-Solid Waste Utility Fund
For the One Month Ending Friday, July 31, 2026

9/4/2026
9:57 AM

	FISCAL YEAR 2027			Variance with		PRIOR FYTD	
	Actual		Amended	Amended Budget		7/31/2025	6/30/2026
	MTD	FYTD	Budget	\$ Over / (Under) %		Actual	Actual
	<u>\$508,936</u>	<u>\$508,936</u>	<u>(\$903,568)</u>	<u>\$1,412,504</u>	<u>(56.33%)</u>	<u>\$187,267</u>	<u>\$2,234,931</u>
CHANGE IN NET POSITION							
CONTROL TOTALS							
Total Revenues	\$1,112,263	\$1,112,263	\$13,017,123	(\$11,904,860)	8.54%	\$718,581	\$13,275,613
Total Expenditures	603,327	603,327	13,920,691	13,317,364	4.33%	531,315	11,040,686
Revenues less expenditures	508,936	508,936	(903,568)	(1,412,504)	(56.33%)	187,266	2,234,927
Difference					0.00%	\$1	\$4



INTERIM STATEMENTS by Fund
560-Stormwater Utility Fund
For the One Month Ending Friday, July 31, 2026

9/4/2026
9:57 AM

	FISCAL YEAR 2027		Amended Budget	Variance with Amended Budget		PRIOR FYTD	
	Actual					7/31/2025	6/30/2026
	MTD	FYTD		\$ Over / (Under)	%	Actual	Actual
CHARGES FOR SERVICES							
Utilities / enterprise charges and fees							
Sale of Recycled Materials							\$1,161
Stormwater - Residential Upper Tier	40,648	40,648	489,316	(448,668)	8.31%	7,147	477,433
Stormwater - Residential Lower Tier	19,120	19,120	243,662	(224,542)	7.85%	3,705	222,245
Stormwater - Commercial Fees	196,307	196,307	2,426,823	(2,230,516)	8.09%	68,017	2,315,435
Total utilities / enterprise charges and fees	256,075	256,075	3,159,801	(2,903,726)	8.10%	78,869	3,016,274
TOTAL CHARGES FOR SERVICES	256,075	256,075	3,159,801	(2,903,726)	8.10%	78,869	3,016,274
RENTS AND ROYALTIES							
Misc Revenue	3,484	3,484		3,484		3,637	88,976
TOTAL RENTS AND ROYALTIES	3,484	3,484		3,484		3,637	88,976
TOTAL OPERATING REVENUE	259,559	259,559	3,159,801	(2,900,242)	8.21%	82,506	3,105,250
OPERATING EXPENSE							
Personal Services and Employee Benefits:							
Salaries and Wages	69,888	69,888	1,081,019	1,011,131	6.47%	31,246	924,956
Employee Benefits	32,129	32,129	438,403	406,274	7.33%	33,647	292,354
Total Personal Services and Employee Benefits	102,017	102,017	1,519,422	1,417,405	6.71%	64,893	1,217,310
Purchased or Contracted Services	13,845	13,845	427,750	413,905	3.24%	9,998	304,669
Utilities:							
Water/Sewerage	136	136	2,000	1,864	6.80%	106	1,709
Natural Gas	51	51	2,800	2,749	1.82%		2,727
Electricity	956	956	14,500	13,544	6.59%	1,007	9,770
Gasoline			87,616	87,616		5,446	60,238
Stormwater	404	404	4,258	3,854	9.49%	393	4,749
Customer Service Fee	7	7	84	77	8.33%	7	84
Total Utilities	1,554	1,554	111,258	109,704	1.40%	6,959	79,277
Supplies	7,796	7,796	333,500	325,704	2.34%	3,808	307,114
Capital Outlay:							
Machinery and Equipment			384,500	384,500			277,576
Capital Outlay - Reclass to Balance Sheet							(277,576)
Total Capital Outlay			384,500	384,500			
Depreciation Expense	44,030	44,030	482,979	438,949	9.12%	43,650	525,153
Bad Debt							6,089
Inter-Departmental Charges	40,495	40,495	542,980	502,485	7.46%	47,884	614,325
TOTAL OPERATING EXPENSE	209,737	209,737	3,802,389	3,592,652	5.52%	177,192	3,053,937
OPERATING INCOME (LOSS)	49,822	49,822	(642,588)	692,410	(7.75%)	(94,686)	51,313
NON-OPERATING INCOME (EXPENSE)							
Intergovernmental Interest Income							
Bank Account Interest	227	227		227		227	2,722
Total Interest/Investment Income	227	227		227		227	2,722
Principal Interest Expense	(2,903)	(2,903)	(211,130)	89,107	3.16%	(3,177)	(36,624)
Total principal and interest expense	(2,903)	(2,903)	(303,140)	300,237	0.96%	(3,177)	(36,624)



INTERIM STATEMENTS by Fund
560-Stormwater Utility Fund
For the One Month Ending Friday, July 31, 2026

9/4/2026
9:57 AM

	FISCAL YEAR 2027			Variance with		PRIOR FYTD	
	Actual		Amended Budget	Amended Budget		7/31/2025	6/30/2026
	MTD	FYTD				Actual	Actual
				\$ Over / (Under) %			
Gain (loss) on sale of capital assets							
GMA Lease Proceeds			384,500	(384,500)			
Total gain (loss) on sale of capital assets			384,500	(384,500)			
TOTAL NON-OPERATING INCOME (EXPENSE)	(2,676)	(2,676)	81,360	(84,036)	(3.29%)	(2,950)	(33,902)
INCOME (LOSS) BEFORE TRANSFERS	47,146	47,146	(561,228)	608,374	(8.40%)	(97,636)	17,411
CHANGE IN NET POSITION	\$47,146	\$47,146	(\$561,228)	\$608,374	(8.40%)	(\$97,636)	\$17,411
CONTROL TOTALS							
Total Revenues	\$259,787	\$259,787	\$3,544,301	(\$3,284,514)	7.33%	\$82,733	\$3,107,974
Total Expenditures	212,639	212,639	4,105,530	3,892,891	5.18%	180,368	3,090,558
Revenues less expenditures	47,148	47,148	(561,229)	(608,377)	(8.40%)	(97,635)	17,416
Difference	(\$2)	(\$2)	\$1	\$3	(200.00%)	(\$1)	(\$5)



INTERIM STATEMENTS by Fund
570-Telecommunications Fund
For the One Month Ending Friday, July 31, 2026

9/4/2026
9:57 AM

	FISCAL YEAR 2027			Variance with		PRIOR FYTD	
	Actual		Amended	Amended Budget		7/31/2025	6/30/2026
	MTD	FYTD	Budget	\$	Over / (Under) %	Actual	Actual
CHARGES FOR SERVICES							
Utilities / enterprise charges and fees							
Telecom - Telephone Revenue	\$3,316	\$3,316	\$44,304	(\$40,988)	7.48%	(\$426)	\$38,356
Telecom - Telephone Internal Customer Fees	5,362	5,362	64,158	(58,796)	8.36%	2,932	64,484
Total utilities / enterprise charges and fees	8,678	8,678	108,462	(99,784)	8.00%	2,506	102,840
Other / enterprise charges and fees							
Fiber Fees	58,281	58,281	725,451	(667,170)	8.03%	6,514	720,831
Fiber Fees - Internal Customer Fees	42,600	42,600	497,651	(455,051)	8.56%	22,547	502,497
Total other / enterprise charges and fees	100,881	100,881	1,223,102	(1,122,221)	8.25%	29,061	1,223,328
TOTAL CHARGES FOR SERVICES	109,559	109,559	1,331,564	(1,222,005)	8.23%	31,567	1,326,168
RENTS AND ROYALTIES							
Misc Revenue	1,156	1,156		1,156		1,285	21,163
TOTAL RENTS AND ROYALTIES	1,156	1,156		1,156		1,285	21,163
TOTAL OPERATING REVENUE	110,715	110,715	1,331,564	(1,220,849)	8.31%	32,852	1,347,331
OPERATING EXPENSE							
Personal Services and Employee Benefits:							
Salaries and Wages	25,371	25,371	384,898	359,527	6.59%	9,846	327,537
Employee Benefits	8,984	8,984	152,086	143,102	5.91%	7,003	102,130
Allocated Payroll Costs	7,090	7,090	85,085	77,995	8.33%	6,588	79,059
Total Personal Services and Employee Benefits	41,445	41,445	622,069	580,624	6.66%	23,437	508,726
Purchased or Contracted Services	12,376	12,376	196,462	184,086	6.30%	2,101	150,615
Utilities:							
Water/Sewerage	20	20	1,200	1,180	1.67%	43	233
Electricity	94	94	2,400	2,306	3.92%	94	1,194
Gasoline			6,237	6,237		206	4,342
Stormwater	169	169	2,047	1,878	8.26%	165	1,991
Customer Service Fee	4	4	42	38	9.52%	4	42
Total Utilities	287	287	11,926	11,639	2.41%	512	7,802
Supplies	18,986	18,986	279,950	260,964	6.78%	17,873	243,002
Capital Outlay:							
Property (Land and Buildings)			200,000	200,000		8,786	256,879
Capital Outlay - Reclass to Balance Sheet						(8,786)	(256,879)
Total Capital Outlay			200,000	200,000			
Depreciation Expense	8,356	8,356	95,704	87,348	8.73%	8,356	100,273
Inter-Departmental Charges	14,964	14,964	205,212	190,248	7.29%	15,747	205,976
TOTAL OPERATING EXPENSE	96,414	96,414	1,611,323	1,514,909	5.98%	68,026	1,216,394
OPERATING INCOME (LOSS)	14,301	14,301	(279,759)	294,060	(5.11%)	(35,174)	130,937
Intergovernmental							
INCOME (LOSS) BEFORE TRANSFERS	14,301	14,301	(279,759)	294,060	(5.11%)	(35,174)	130,937
CHANGE IN NET POSITION	\$14,301	\$14,301	(\$279,759)	\$294,060	(5.11%)	(\$35,174)	\$130,937
CONTROL TOTALS							
Total Revenues	\$110,715	\$110,715	\$1,331,563	(\$1,220,848)	8.31%	\$32,852	\$1,347,331



INTERIM STATEMENTS by Fund
570-Telecommunications Fund
For the One Month Ending Friday, July 31, 2026

9/4/2026
9:57 AM

	FISCAL YEAR 2027			Variance with		PRIOR FYTD	
	Actual		Amended Budget	Amended Budget		7/31/2025	6/30/2026
	MTD	FYTD				Actual	Actual
				\$ Over / (Under) %			
Total Expenditures	96,413	96,413	1,611,323	1,514,910	5.98%	68,027	1,216,395
Revenues less expenditures	14,302	14,302	(279,760)	(294,062)	(5.11%)	(35,175)	130,936
Difference	(\$1)	(\$1)	\$1	\$2	(100.00%)	\$1	\$1



INTERIM STATEMENTS by Fund
591-Golf Course Fund
For the One Month Ending Friday, July 31, 2026

9/4/2026
9:57 AM

	FISCAL YEAR 2027			Variance with		PRIOR FYTD		
	Actual		Amended Budget	Amended Budget		7/31/2025	6/30/2026	
	MTD	FYTD		\$	Over / (Under)	%	Actual	Actual
CHARGES FOR SERVICES								
Other / enterprise charges and fees								
Green Fees	\$37,537	\$37,537	\$305,000	(\$267,463)	12.31%	\$34,138	\$338,752	
Handicap Fees	45	45	3,375	(3,330)	1.33%		497	
Golf Cart Rentals	38,026	38,026	395,000	(356,974)	9.63%	51,545	412,089	
Merchandise Sales	2,544	2,544	30,000	(27,456)	8.48%	4,193	27,322	
Driving Range Fees	2,880	2,880	38,000	(35,120)	7.58%	4,979	40,481	
Membership Fees	4,400	4,400	50,000	(45,600)	8.80%	6,650	64,690	
Food & Beverage	5,352	5,352	42,000	(36,648)	12.74%	7,216	46,630	
Beer Sales	1,641	1,641	20,000	(18,359)	8.21%	2,694	20,896	
Pull Cart Rentals	32	32	1,700	(1,668)	1.88%		293	
Tournament Fees	2,197	2,197	40,000	(37,803)	5.49%	5,507	44,738	
Golf Balls	5,000	5,000	35,000	(30,000)	14.29%	5,691	42,139	
Total other / enterprise charges and fees	99,654	99,654	960,075	(860,421)	10.38%	122,613	1,038,527	
TOTAL CHARGES FOR SERVICES	99,654	99,654	960,075	(860,421)	10.38%	122,613	1,038,527	
RENTS AND ROYALTIES								
Equipment Rental Fees	220	220		220		586	1,630	
Cash Over/Short	3	3		3		37	135	
Misc Revenue	1,404	1,404		1,404		1,721	28,975	
TOTAL RENTS AND ROYALTIES	1,627	1,627		1,627		2,344	30,740	
TOTAL OPERATING REVENUE	101,281	101,281	960,075	(858,794)	10.55%	124,957	1,069,267	
OPERATING EXPENSE								
Personal Services and Employee Benefits:								
Salaries and Wages	39,841	39,841	563,932	524,091	7.06%	19,984	546,635	
Employee Benefits	11,727	11,727	170,686	158,959	6.87%	11,537	130,354	
Allocated Payroll Costs	(2,619)	(2,619)	(31,433)	(28,814)	8.33%	(2,454)	(29,453)	
Total Personal Services and Employee Benefits	48,949	48,949	703,185	654,236	6.96%	29,067	647,536	
Purchased or Contracted Services	14,086	14,086	341,423	327,337	4.13%	13,069	221,516	
Utilities:								
Water/Sewerage	571	571	5,000	4,429	11.42%	449	4,688	
Electricity	1,464	1,464	16,000	14,536	9.15%	1,353	12,425	
Gasoline	3,042	3,042	49,290	46,248	6.17%	2,586	31,059	
Stormwater	801	801	9,683	8,882	8.27%	780	9,421	
Customer Service Fee	4	4	42	38	9.52%	4	42	
Total Utilities	5,882	5,882	80,015	74,133	7.35%	5,172	57,635	
Supplies	11,742	11,742	166,650	154,908	7.05%	13,215	174,742	
Capital Outlay:								
Property (Land and Buildings)							62,550	
Machinery and Equipment			160,300	160,300				
Capital Outlay - Reclass to Balance Sheet							(62,550)	
Total Capital Outlay			160,300	160,300				
Depreciation Expense	6,125	6,125	68,267	62,142	8.97%	7,472	85,745	
Inter-Departmental Charges	27,556	27,556	313,423	285,867	8.79%	30,162	375,341	
TOTAL OPERATING EXPENSE	114,340	114,340	1,833,263	1,718,923	6.24%	98,157	1,562,515	
OPERATING INCOME (LOSS)	(13,059)	(13,059)	(873,188)	860,129	1.50%	26,800	(493,248)	
NON-OPERATING INCOME (EXPENSE)								
Intergovernmental								
Principal			(32,850)	32,850				
Interest Expense			(5,860)	5,860				



INTERIM STATEMENTS by Fund
591-Golf Course Fund
For the One Month Ending Friday, July 31, 2026

9/4/2026
9:57 AM

	FISCAL YEAR 2027		Variance with		PRIOR FYTD	
	Actual	Amended	Amended Budget		7/31/2025	6/30/2026
	MTD	FYTD	Budget	\$ Over / (Under) %	Actual	Actual
Total principal and interest expense			(38,710)	38,710		
Contributions and donations						
Contributions & Donations						5,622
Total contributions and donations						5,622
Gain (loss) on sale of capital assets						
GMA Lease Proceeds			154,000	(154,000)		
Total gain (loss) on sale of capital assets			154,000	(154,000)		
TOTAL NON-OPERATING INCOME (EXPENSE)			115,290	(115,290)		5,622
INCOME (LOSS) BEFORE TRANSFERS	(13,059)	(13,059)	(757,898)	744,839 1.72%	26,800	(487,626)
TRANSFERS						
Transfers - in			689,631	(689,631)	43,357	648,740
TOTAL TRANSFERS - NET			689,631	(689,631)	43,357	648,740
CHANGE IN NET POSITION	(13,059)	(13,059)	(68,267)	\$55,208 19.13%	\$70,157	\$161,114
CONTROL TOTALS						
Total Revenues	\$101,281	\$101,281	\$1,803,706	(\$1,702,425) 5.62%	\$168,314	\$1,723,628
Total Expenditures	114,339	114,339	1,871,973	1,757,634 6.11%	98,155	1,562,516
Revenues less expenditures	(13,058)	(13,058)	(68,267)	(55,209) 19.13%	70,159	161,112
Difference	(\$1)	(\$1)		\$1 0.00%	(\$2)	\$2



INTERIM STATEMENTS by Fund
Internal Service Funds
For the One Month Ending Friday, July 31, 2026

9/4/2026
9:57 AM

	FISCAL YEAR 2027			Variance with		PRIOR FYTD	
	Actual		Amended	Amended Budget		7/31/2025	6/30/2026
	MTD	FYTD	Budget	\$ Over / (Under) %		Actual	Actual
CHARGES FOR SERVICES							
General government:							
Motor pool charges	\$82,358	\$82,358	\$1,018,800	(\$936,442)	8.08%	\$109,557	\$897,057
Total general government	82,358	82,358	1,018,800	936,442	8.08%	109,557	897,057
Utilities / enterprise charges and fees							
Sale of Recycled Materials							3,861
Total utilities / enterprise charges and fees							3,861
TOTAL CHARGES FOR SERVICES	82,358	82,358	1,018,800	(936,442)	8.08%	109,557	900,918
RENTS AND ROYALTIES							
Settlements from Insurance Claims							17,105
Misc Revenue	615	615		615		1,569	21,561
TOTAL RENTS AND ROYALTIES	615	615		615		1,569	38,666
TOTAL OPERATING REVENUE	82,973	82,973	1,018,800	(935,827)	8.14%	111,126	939,584
OPERATING EXPENSE							
Personal Services and Employee Benefits:							
Salaries and Wages	28,043	28,043	780,679	752,636	3.59%	15,047	460,477
Employee Benefits	11,327	11,327	301,497	290,170	3.76%	12,038	133,269
Total Personal Services and Employee Benefits	39,370	39,370	1,082,176	1,042,806	3.64%	27,085	593,746
Purchased or Contracted Services	7,089	7,089	185,382	178,293	3.82%	5,143	80,678
Utilities:							
Water/Sewerage	342	342	5,800	5,458	5.90%	333	4,480
Natural Gas	192	192	10,000	9,808	1.92%		9,780
Electricity	1,862	1,862	24,000	22,138	7.76%	1,931	22,051
Gasoline			22,704	22,704		692	7,114
Stormwater	482	482	6,611	6,129	7.29%	469	5,668
Customer Service Fee	11	11	126	115	8.73%	11	126
Total Utilities	2,889	2,889	69,241	66,352	4.17%	3,436	49,219
Supplies	20,831	20,831	742,145	721,314	2.81%	31,086	633,809
Capital Outlay:							
Machinery and Equipment			220,000	220,000			57,668
Capital Outlay - Reclass to Balance Sheet							(57,668)
Total Capital Outlay			220,000	220,000			
Depreciation Expense	7,775	7,775	76,035	68,260	10.23%	6,903	86,930
Inter-Departmental Charges	19,349	19,349	214,111	194,762	9.04%	17,852	300,765
TOTAL OPERATING EXPENSE	97,303	97,303	2,589,090	2,491,787	3.76%	91,505	1,745,147
OPERATING INCOME (LOSS)	(14,330)	(14,330)	(1,570,290)	1,555,960	0.91%	19,621	(805,563)
NON-OPERATING INCOME (EXPENSE)							
Intergovernmental							
Principal			(36,770)	36,770			
Interest Expense			(8,300)	8,300			
Total principal and interest expense			(45,070)	45,070			
Gain (loss) on sale of capital assets							
GMA Lease Proceeds			220,000	(220,000)			
Total gain (loss) on sale of capital assets			220,000	(220,000)			



INTERIM STATEMENTS by Fund
Internal Service Funds
For the One Month Ending Friday, July 31, 2026

9/4/2026
9:57 AM

	FISCAL YEAR 2027			Variance with		PRIOR FYTD	
	Actual		Amended	Amended Budget		7/31/2025	6/30/2026
	MTD	FYTD	Budget	\$ Over / (Under) %		Actual	Actual
TOTAL NON-OPERATING INCOME (EXPENSE)			174,930	(174,930)			
INCOME (LOSS) BEFORE TRANSFERS	(14,330)	(14,330)	(1,395,360)	1,381,030	1.03%	19,621	(805,563)
TRANSFERS							
Transfers - in			1,319,325	(1,319,325)		20,421	252,364
TOTAL TRANSFERS - NET			1,319,325	(1,319,325)		20,421	252,364
CHANGE IN NET POSITION	(\$14,330)	(\$14,330)	(\$76,035)	\$61,705	18.85%	\$40,042	(\$553,199)
CONTROL TOTALS							
Total Revenues	\$82,972	\$82,972	\$2,558,125	(\$2,475,153)	3.24%	\$131,547	\$1,191,948
Total Expenditures	97,304	97,304	2,634,160	2,536,856	3.69%	91,506	1,745,146
Revenues less expenditures	(14,332)	(14,332)	(76,035)	(61,703)	18.85%	40,041	(553,198)
Difference	\$2	\$2		(\$2)	0.00%	\$1	(\$1)



INTERIM STATEMENTS by Fund
601-Internal Service Fund - Motor Pool Fund
For the One Month Ending Friday, July 31, 2026

9/4/2026
9:57 AM

	FISCAL YEAR 2027			Variance with		PRIOR FYTD	
	Actual		Amended	Amended Budget		7/31/2025	6/30/2026
	MTD	FYTD	Budget	\$ Over / (Under) %		Actual	Actual
CHARGES FOR SERVICES							
General government:							
Motor pool charges	\$82,358	\$82,358	\$1,018,800	(\$936,442)	8.08%	\$109,557	\$897,057
Total general government	82,358	82,358	1,018,800	936,442	8.08%	109,557	897,057
Utilities / enterprise charges and fees							
Sale of Recycled Materials							3,861
Total utilities / enterprise charges and fees							3,861
TOTAL CHARGES FOR SERVICES	82,358	82,358	1,018,800	(936,442)	8.08%	109,557	900,918
RENTS AND ROYALTIES							
Settlements from Insurance Claims							17,105
Misc Revenue	615	615		615		1,569	21,561
TOTAL RENTS AND ROYALTIES	615	615		615		1,569	38,666
TOTAL OPERATING REVENUE	82,973	82,973	1,018,800	(935,827)	8.14%	111,126	939,584
OPERATING EXPENSE							
Personal Services and Employee Benefits:							
Salaries and Wages	28,043	28,043	780,679	752,636	3.59%	15,047	460,477
Employee Benefits	11,327	11,327	301,497	290,170	3.76%	12,038	133,269
Total Personal Services and Employee Benefits	39,370	39,370	1,082,176	1,042,806	3.64%	27,085	593,746
Purchased or Contracted Services	7,089	7,089	185,382	178,293	3.82%	5,143	80,678
Utilities:							
Water/Sewerage	342	342	5,800	5,458	5.90%	333	4,480
Natural Gas	192	192	10,000	9,808	1.92%		9,780
Electricity	1,862	1,862	24,000	22,138	7.76%	1,931	22,051
Gasoline			22,704	22,704		692	7,114
Stormwater	482	482	6,611	6,129	7.29%	469	5,668
Customer Service Fee	11	11	126	115	8.73%	11	126
Total Utilities	2,889	2,889	69,241	66,352	4.17%	3,436	49,219
Supplies	20,831	20,831	742,145	721,314	2.81%	31,086	633,809
Capital Outlay:							
Machinery and Equipment			220,000	220,000			57,668
Capital Outlay - Reclass to Balance Sheet							(57,668)
Total Capital Outlay			220,000	220,000			
Depreciation Expense	7,775	7,775	76,035	68,260	10.23%	6,903	86,930
Inter-Departmental Charges	19,349	19,349	214,111	194,762	9.04%	17,852	300,765
TOTAL OPERATING EXPENSE	97,303	97,303	2,589,090	2,491,787	3.76%	91,505	1,745,147
OPERATING INCOME (LOSS)	(14,330)	(14,330)	(1,570,290)	1,555,960	0.91%	19,621	(805,563)
NON-OPERATING INCOME (EXPENSE)							
Intergovernmental							
Principal			(36,770)	36,770			
Interest Expense			(8,300)	8,300			
Total principal and interest expense			(45,070)	45,070			
Gain (loss) on sale of capital assets							
GMA Lease Proceeds			220,000	(220,000)			
Total gain (loss) on sale of capital assets			220,000	(220,000)			



INTERIM STATEMENTS by Fund
601-Internal Service Fund - Motor Pool Fund
For the One Month Ending Friday, July 31, 2026

9/4/2026
9:57 AM

	FISCAL YEAR 2027			Variance with		PRIOR FYTD	
	Actual		Amended	Amended Budget		7/31/2025	6/30/2026
	MTD	FYTD	Budget	\$ Over / (Under) %		Actual	Actual
TOTAL NON-OPERATING INCOME (EXPENSE)			174,930	(174,930)			
INCOME (LOSS) BEFORE TRANSFERS	(14,330)	(14,330)	(1,395,360)	1,381,030	1.03%	19,621	(805,563)
TRANSFERS							
Transfers - in			1,319,325	(1,319,325)		20,421	252,364
TOTAL TRANSFERS - NET			1,319,325	(1,319,325)		20,421	252,364
CHANGE IN NET POSITION	(\$14,330)	(\$14,330)	(\$76,035)	\$61,705	18.85%	\$40,042	(\$553,199)
CONTROL TOTALS							
Total Revenues	\$82,972	\$82,972	\$2,558,125	(\$2,475,153)	3.24%	\$131,547	\$1,191,948
Total Expenditures	97,304	97,304	2,634,160	2,536,856	3.69%	91,506	1,745,146
Revenues less expenditures	(14,332)	(14,332)	(76,035)	(61,703)	18.85%	40,041	(553,198)
Difference	\$2	\$2		(\$2)	0.00%	\$1	(\$1)



INTERIM STATEMENTS by Fund
Component Units
For the One Month Ending Friday, July 31, 2026

9/4/2026
9:57 AM

	FISCAL YEAR 2027			Variance with		PRIOR FYTD	
	Actual		Amended Budget	Amended Budget		7/31/2025	6/30/2026
	MTD	FYTD		\$	Over / (Under) %	Actual	Actual
CHARGES FOR SERVICES							
Other / enterprise charges and fees							
Fuel Sales - AVGAS	\$14,980	\$14,980	\$214,850	(\$199,870)	6.97%	\$17,132	\$185,412
Fuel Sales - Jet A	36,803	36,803	296,720	(259,917)	12.40%	9,332	346,185
Airport Services - Tug Fees	90	90		90		30	270
Total other / enterprise charges and fees	51,873	51,873	511,570	(459,697)	10.14%	26,494	531,867
Other fees							
Fuel Flowage Fees			40,400	(40,400)		5,360	40,480
Overnight Fees	90	90	200	(110)	45.00%	20	240
Total other fees	90	90	40,600	(40,510)	0.22%	5,380	40,720
Other charges for services							
Returned Check Fees							35
Total other charges for services							35
TOTAL CHARGES FOR SERVICES	51,963	51,963	552,170	(500,207)	9.41%	31,874	572,622
RENTS AND ROYALTIES							
Property Rental	200	200	2,400	(2,200)	8.33%	200	2,400
AMR from MEAG Trust	900	900	10,800	(9,900)	8.33%	900	10,800
T-Hangar Rentals	1,025	1,025	14,400	(13,375)	7.12%	1,025	12,300
Tie Down Rentals	100	100	2,700	(2,600)	3.70%	50	850
Ground Leases	13,486	13,486	149,376	(135,890)	9.03%	13,486	145,995
Misc Revenue	945	945	2,400	(1,455)	39.38%	1,255	22,472
TOTAL RENTS AND ROYALTIES	16,656	16,656	182,076	(165,420)	9.15%	16,916	194,817
TOTAL OPERATING REVENUE	68,619	68,619	734,246	(665,627)	9.35%	48,790	767,439
OPERATING EXPENSE							
Personal Services and Employee Benefits:							
Salaries and Wages	19,475	19,475	334,552	315,077	5.82%	9,770	308,861
Employee Benefits	6,636	6,636	121,384	114,748	5.47%	7,960	88,971
Total Personal Services and Employee Benefits	26,111	26,111	455,936	429,825	5.73%	17,730	397,832
Purchased or Contracted Services	23,512	23,512	252,255	228,743	9.32%	16,367	221,724
Utilities:							
Water/Sewerage	153	153	3,000	2,847	5.10%	143	1,794
Natural Gas	67	67	4,000	3,933	1.68%		3,184
Electricity	955	955	13,850	12,895	6.90%	952	11,599
Gasoline			6,545	6,545		550	4,865
Stormwater	2,539	2,539	30,729	28,190	8.26%	2,441	29,680
Customer Service Fee	49	49	504	455	9.72%	46	564
Total Utilities	3,763	3,763	58,628	54,865	6.42%	4,132	51,686
Supplies	56,720	56,720	509,100	452,380	11.14%	16,083	468,971
Property (Land and Buildings)	279,290	279,290		(279,290)			22,536,165
Machinery and Equipment							11,449
Capital Outlay - Reclass to Balance Sheet	(279,290)	(279,290)		279,290			(22,547,614)
Depreciation Expense	8,372	8,372	95,597	87,225	8.76%	11,554	116,911
Bad Debt							162,674
Inter-Departmental Charges	9,104	9,104	98,400	89,296	9.25%	11,257	147,509
Miscellaneous	12,949	12,949	250,000	237,051	5.18%		46,546
TOTAL OPERATING EXPENSE	140,531	140,531	1,719,916	1,579,385	8.17%	77,123	1,613,853
OPERATING INCOME (LOSS)	(71,912)	(71,912)	(985,670)	913,758	7.30%	(28,333)	(846,414)



INTERIM STATEMENTS by Fund
Component Units
For the One Month Ending Friday, July 31, 2026

9/4/2026
9:57 AM

	FISCAL YEAR 2027			Variance with		PRIOR FYTD	
	Actual		Amended Budget	Amended Budget		7/31/2025	6/30/2026
	MTD	FYTD		\$ Over / (Under) %		Actual	Actual
NON-OPERATING INCOME (EXPENSE)							
Intergovernmental							
Federal Government Grants							
Capital							
Indirect							3,092,756
Net Capital							3,092,756
Total Federal Government Grants							3,092,756
State Government Grants							
Capital							
Direct (CDBG Grant Proceeds)							18,619,899
Total Capital							3,092,756
Total State Government Grants							18,619,899
Local Government Unit Grants							
Spalding Co. Contribution			568,389	(568,389)			227,035
City of Griffin Contribution							(224,575)
Total Local Government Unit Grants			568,389	568,389			2,460
Total Intergovernmental revenue			568,389	(568,389)			21,715,115
Intergovernmental - Exp							(104,500)
Total Intergovernmental - net			568,389	(568,389)			21,610,615
Interest Income							
Bank Account Interest	1,056	1,056		1,056		1,275	14,495
Total Interest/Investment Income	1,056	1,056		1,056		1,275	14,495
Principal			(585,000)	585,000			
Interest Expense	(48,038)	(48,038)	(85,840)	37,802	55.96%	(55,994)	(94,075)
Total principal and interest expense	(48,038)	(48,038)	(670,840)	622,802	7.16%	(55,994)	(94,075)
Contributions and donations							
Contributions & Donations			26,600	(26,600)			51,655
Total contributions and donations			26,600	(26,600)			51,655
TOTAL NON-OPERATING INCOME (EXPENSE)	(46,982)	(46,982)	(75,851)	28,869	61.94%	(54,719)	21,582,690
INCOME (LOSS) BEFORE TRANSFERS	(118,894)	(118,894)	(1,061,521)	942,627	11.20%	(83,052)	20,736,276
TRANSFERS							
Transfers - in	15,490	15,490	965,925	(950,435)	1.60%	56,158	1,312,892
TOTAL TRANSFERS - NET	15,490	15,490	965,925	(950,435)	1.60%	56,158	1,312,892
CHANGE IN NET POSITION	(\$103,404)	(\$103,404)	(\$95,596)	(\$7,808)	108.17%	(\$26,894)	\$22,049,168
CONTROL TOTALS							
Total Revenues	\$85,167	\$85,167	\$2,295,160	(\$2,209,993)	3.71%	\$106,222	\$23,861,597
Total Expenditures	188,568	188,568	2,390,757	2,202,189	7.89%	133,117	1,812,428
Revenues less expenditures	(103,401)	(103,401)	(95,597)	7,804	108.16%	(26,895)	22,049,169
Difference	(\$3)	(\$3)	\$1	\$4	(300.00%)	\$1	(\$1)



INTERIM STATEMENTS by Fund
550-Griffin-Spalding Airport Authority Fund
For the One Month Ending Friday, July 31, 2026

9/4/2026
9:57 AM

	FISCAL YEAR 2027		Amended Budget	Variance with Amended Budget		PRIOR FYTD	
	Actual					7/31/2025	6/30/2026
	MTD	FYTD		\$ Over / (Under)	%	Actual	Actual
CHARGES FOR SERVICES							
Other / enterprise charges and fees							
Fuel Sales - AVGAS	\$14,980	\$14,980	\$214,850	(\$199,870)	6.97%	\$17,132	\$185,412
Fuel Sales - Jet A	36,803	36,803	296,720	(259,917)	12.40%	9,332	346,185
Airport Services - Tug Fees	90	90		90		30	270
Total other / enterprise charges and fees	51,873	51,873	511,570	(459,697)	10.14%	26,494	531,867
Other fees							
Fuel Flowage Fees			40,400	(40,400)		5,360	40,480
Overnight Fees	90	90	200	(110)	45.00%	20	240
Total other fees	90	90	40,600	(40,510)	0.22%	5,380	40,720
Other charges for services							
Returned Check Fees							35
Total other charges for services							35
TOTAL CHARGES FOR SERVICES	51,963	51,963	552,170	(500,207)	9.41%	31,874	572,622
RENTS AND ROYALTIES							
AMR from MEAG Trust	900	900	10,800	(9,900)	8.33%	900	10,800
T-Hangar Rentals	1,025	1,025	14,400	(13,375)	7.12%	1,025	12,300
Tie Down Rentals	100	100	2,700	(2,600)	3.70%	50	850
Ground Leases	13,486	13,486	149,376	(135,890)	9.03%	13,486	145,995
Misc Revenue	729	729		729		861	13,975
TOTAL RENTS AND ROYALTIES	16,240	16,240	177,276	(161,036)	9.16%	16,322	183,920
TOTAL OPERATING REVENUE	68,203	68,203	729,446	(661,243)	9.35%	48,196	756,542
OPERATING EXPENSE							
Personal Services and Employee Benefits:							
Salaries and Wages	18,537	18,537	261,200	242,663	7.10%	7,763	246,302
Employee Benefits	5,912	5,912	91,040	85,128	6.49%	6,379	67,930
Total Personal Services and Employee Benefits	24,449	24,449	352,240	327,791	6.94%	14,142	314,232
Purchased or Contracted Services	14,693	14,693	169,935	155,242	8.65%	15,231	146,016
Utilities:							
Water/Sewerage	153	153	3,000	2,847	5.10%	143	1,794
Natural Gas	67	67	4,000	3,933	1.68%		3,184
Electricity	884	884	13,000	12,116	6.80%	882	10,753
Gasoline			6,545	6,545		550	4,629
Stormwater	2,402	2,402	29,547	27,145	8.13%	2,339	28,262
Customer Service Fee	35	35	420	385	8.33%	35	420
Total Utilities	3,541	3,541	56,512	52,971	6.27%	3,949	49,042
Supplies	49,412	49,412	472,650	423,238	10.45%	15,187	442,828
Property (Land and Buildings)	279,290	279,290		(279,290)			21,882,756
Machinery and Equipment							11,449
Capital Outlay - Reclass to Balance Sheet	(279,290)	(279,290)		279,290			(21,894,205)
Depreciation Expense	8,372	8,372	95,597	87,225	8.76%	11,554	116,911
Bad Debt							162,674
Inter-Departmental Charges	7,680	7,680	82,000	74,320	9.37%	9,127	119,230
TOTAL OPERATING EXPENSE	108,147	108,147	1,228,934	1,120,787	8.80%	69,190	1,350,933
OPERATING INCOME (LOSS)	(39,944)	(39,944)	(499,488)	459,544	8.00%	(20,994)	(594,391)
NON-OPERATING INCOME (EXPENSE)							
Intergovernmental							



INTERIM STATEMENTS by Fund
550-Griffin-Spalding Airport Authority Fund
For the One Month Ending Friday, July 31, 2026

9/4/2026
9:57 AM

	FISCAL YEAR 2027			Variance with		PRIOR FYTD	
	Actual		Amended	Amended Budget		7/31/2025	6/30/2026
	MTD	FYTD	Budget	\$ Over / (Under) %		Actual	Actual
Federal Government Grants							
Capital							
Indirect							3,092,756
Net Capital							3,092,756
Total Federal Government Grants							3,092,756
State Government Grants							
Capital							
Direct (CDBG Grant Proceeds)							18,619,899
Total Capital							3,092,756
Total State Government Grants							18,619,899
Local Government Unit Grants							
Spalding Co. Contribution			568,389	(568,389)			227,035
City of Griffin Contribution							(224,575)
Total Local Government Unit Grants			568,389	568,389			2,460
Total Intergovernmental revenue			568,389	(568,389)			21,715,115
Total Intergovernmental - net			568,389	(568,389)			21,715,115
Interest Income							
Bank Account Interest	1,042	1,042		1,042		1,239	14,129
Total Interest/Investment Income	1,042	1,042		1,042		1,239	14,129
Principal			(585,000)	585,000			
Interest Expense	(48,038)	(48,038)	(85,840)	37,802	55.96%	(55,994)	(94,075)
Total principal and interest expense	(48,038)	(48,038)	(670,840)	622,802	7.16%	(55,994)	(94,075)
TOTAL NON-OPERATING INCOME (EXPENSE)	(46,996)	(46,996)	(102,451)	55,455	45.87%	(54,755)	21,635,169
INCOME (LOSS) BEFORE TRANSFERS	(86,940)	(86,940)	(601,939)	514,999	14.44%	(75,749)	21,040,778
TRANSFERS							
Transfers - in			506,340	(506,340)		43,931	492,140
TOTAL TRANSFERS - NET			506,340	(506,340)		43,931	492,140
CHANGE IN NET POSITION	(\$86,940)	(\$86,940)	(\$95,599)	\$8,659	90.94%	(\$31,818)	\$21,532,918
CONTROL TOTALS							
Total Revenues	\$69,245	\$69,245	\$1,804,176	(\$1,734,931)	3.84%	\$93,366	\$22,977,926
Total Expenditures	156,185	156,185	1,899,773	1,743,588	8.22%	125,185	1,445,007
Revenues less expenditures	(86,940)	(86,940)	(95,597)	(8,657)	90.94%	(31,819)	21,532,919
Difference			(\$2)	(\$2)	0.00%	\$1	(\$1)



INTERIM STATEMENTS by Fund
952-Main Street Program Fund
For the One Month Ending Friday, July 31, 2026

9/4/2026
9:57 AM

	FISCAL YEAR 2027			Variance with		PRIOR FYTD	
	Actual		Amended Budget	Amended Budget		7/31/2025	6/30/2026
	MTD	FYTD		\$ Over / (Under)	%	Actual	Actual
RENTS AND ROYALTIES							
Misc Revenue	\$216	\$216	\$2,400	(\$2,184)	9.00%	\$394	\$8,497
TOTAL RENTS AND ROYALTIES	216	216	2,400	(2,184)	9.00%	394	8,497
TOTAL OPERATING REVENUE	216	216	2,400	(2,184)	9.00%	394	8,497
OPERATING EXPENSE							
Personal Services and Employee Benefits:							
Salaries and Wages	937	937	73,352	72,415	1.28%	2,007	62,559
Employee Benefits	724	724	30,345	29,621	2.39%	1,581	21,041
Total Personal Services and Employee Benefits	1,661	1,661	103,697	102,036	1.60%	3,588	83,600
Purchased or Contracted Services	8,268	8,268	57,656	49,388	14.34%	1,133	56,972
Utilities:							
Electricity	71	71	850	779	8.35%	71	847
Gasoline							236
Stormwater	65	65	788	723	8.25%	63	766
Customer Service Fee	4	4	42	38	9.52%	4	42
Total Utilities	140	140	1,680	1,540	8.33%	138	1,891
Supplies	7,308	7,308	35,450	28,142	20.61%	896	25,306
Inter-Departmental Charges	1,424	1,424	16,400	14,976	8.68%	2,130	28,279
TOTAL OPERATING EXPENSE	18,801	18,801	214,883	196,082	8.75%	7,885	196,048
OPERATING INCOME (LOSS)	(18,585)	(18,585)	(212,483)	193,898	8.75%	(7,491)	(187,551)
NON-OPERATING INCOME (EXPENSE)							
Intergovernmental							
Intergovernmental - Exp							(104,500)
Total Intergovernmental - net							(104,500)
Contributions and donations							
Contributions & Donations			26,600	(26,600)			51,655
Total contributions and donations			26,600	(26,600)			51,655
TOTAL NON-OPERATING INCOME (EXPENSE)			26,600	(26,600)			(52,845)
INCOME (LOSS) BEFORE TRANSFERS	(18,585)	(18,585)	(185,883)	167,298	10.00%	(7,491)	(240,396)
TRANSFERS							
Transfers - in	15,490	15,490	185,883	(170,393)	8.33%	12,227	149,598
TOTAL TRANSFERS - NET	15,490	15,490	185,883	(170,393)	8.33%	12,227	149,598
CHANGE IN NET POSITION	(\$3,095)	(\$3,095)		(\$3,095)	0.00%	\$4,736	(\$90,798)
CONTROL TOTALS							
Total Revenues	\$15,707	\$15,707	\$214,883	(\$199,176)	7.31%	\$12,621	\$209,751
Total Expenditures	18,802	18,802	214,883	196,081	8.75%	7,884	300,548
Revenues less expenditures	(3,095)	(3,095)		3,095	0.00%	4,737	(90,797)
Difference					0.00%	(\$1)	(\$1)



INTERIM STATEMENTS by Fund
953-Downtown Development Authority Fund
For the One Month Ending Friday, July 31, 2026

9/4/2026
9:57 AM

	FISCAL YEAR 2027			Variance with		PRIOR FYTD	
	Actual		Amended Budget	Amended Budget		7/31/2025	6/30/2026
	MTD	FYTD		\$ Over / (Under) %		Actual	Actual
RENTS AND ROYALTIES							
Property Rental	\$200	\$200	\$2,400	(\$2,200)	8.33%	\$200	\$2,400
TOTAL RENTS AND ROYALTIES	200	200	2,400	(2,200)	8.33%	200	2,400
TOTAL OPERATING REVENUE	200	200	2,400	(2,200)	8.33%	200	2,400
OPERATING EXPENSE							
Purchased or Contracted Services	550	550	24,665	24,115	2.23%	2	18,735
Utilities:							
Stormwater	72	72	394	322	18.27%	38	653
Customer Service Fee	11	11	42	31	26.19%	7	102
Total Utilities	83	83	436	353	19.04%	45	755
Supplies			1,000	1,000			837
Property (Land and Buildings)							653,409
Capital Outlay - Reclass to Balance Sheet							(653,409)
Miscellaneous	12,949	12,949	250,000	237,051	5.18%		46,546
TOTAL OPERATING EXPENSE	13,582	13,582	276,101	262,519	4.92%	47	66,873
OPERATING INCOME (LOSS)	(13,382)	(13,382)	(273,701)	260,319	4.89%	153	(64,473)
NON-OPERATING INCOME (EXPENSE)							
Intergovernmental Interest Income							
Bank Account Interest	15	15		15		35	366
Total Interest/Investment Income	15	15		15		35	366
TOTAL NON-OPERATING INCOME (EXPENSE)	15	15		15		35	366
INCOME (LOSS) BEFORE TRANSFERS	(13,367)	(13,367)	(273,701)	260,334	4.88%	188	(64,107)
TRANSFERS							
Transfers - in			273,701	(273,701)			671,154
TOTAL TRANSFERS - NET			273,701	(273,701)			671,154
CHANGE IN NET POSITION	(\$13,367)	(\$13,367)		(\$13,367)	0.00%	\$188	\$607,047
CONTROL TOTALS							
Total Revenues	\$215	\$215	\$276,101	(\$275,886)	0.08%	\$235	\$673,920
Total Expenditures	13,582	13,582	276,101	262,519	4.92%	47	66,873
Revenues less expenditures	(13,367)	(13,367)		13,367	0.00%	188	607,047



Cash Balance Report
All Funds: City-Wide

9/4/2026
9:47 AM

	6/30/2026		07/31/2026	
	ALL FUNDS	OPERATING	RESTRICTED	RESERVED
CASH AND CASH EQUIVALENTS				
Cash				
101-General Fund	\$2,345,402.47	\$137,236.73	\$458,097.06	
210-Confiscated Assets Fund	218,837.90		222,607.15	
234-ARPA American Rescue Plan Act	861,027.45		861,027.45	
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)	898,967.87		898,967.87	
272-Tax Allocation District (TAD #2)	3,728,318.43		3,728,318.43	
282-Court Technology Fund	171,328.75		173,092.73	
283-Police Donations Fund	8,479.48		8,479.48	
321-SPLOST Fund 2016	2,704,109.99		2,642,499.17	
335-T-SPLOST Fund 2022	11,011,561.62		11,008,533.92	
360-Urban Redevelopment Agency Fund	974,110.32		977,200.07	
505-Water/Wastewater Utility Fund	3,959,220.85	3,651,939.08		
510-Electric Utility Fund	1,948,327.37	2,629,053.29	206,268.17	
540-Solid Waste Fund	1,404,166.06	362,713.30		648,911.60
550-Airport Fund	3,324,745.71	2,929,779.69		
560-Stormwater Utility Fund	594,825.85	509,457.47		
570-Telecommunications Fund	211,455.94	98,871.70		
591-Golf Course Fund	1,722,676.03	1,781,378.63		
601-Internal Service Fund - Motor Pool Fund	1,522,938.76	1,538,603.95		
610-Internal Service Fund - Payroll	2,421,638.67	1,047,632.03	1,047,632.03	
611-ISF-Employee Benefits Fund	1,006,870.38	1,129,445.19		
745-Municipal Court Fund	525,212.66		536,074.33	
771-OPEB Fund	39,412.59		39,412.59	
791-Cemetery Trust Fund	1,436,818.44		1,436,818.44	
792-Mausoleum Trust Fund	374,911.61		374,911.61	
952-Main Street Fund	144,409.04		157,325.96	
953-Downtown Development Fund	81,662.93		68,728.36	
Total Cash	44,027,866.67	15,816,111.06	25,232,424.32	648,911.60
Investments				
101-General Fund	39,123,993.98	39,755,424.15		718,420.90
213-National Opioid Fund	213,576.90		241,816.75	
505-Water/Wastewater Utility Fund	83,513,846.36		84,188,690.73	
510-Electric Utility Fund	59,896,657.98	1,156,988.17	4,117,864.40	54,504,507.32
540-Solid Waste Fund	761,849.71	13,782.41	743,587.10	
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	5,699,519.28		5,843,362.71	
792-Mausoleum Trust Fund	496,884.60		494,796.08	
793-Light Water Sewer (LWS) Emergency Trust Fund	1,163,257.70		1,160,197.82	
Total Investments	193,426,344.28	41,023,203.50	99,250,064.59	55,222,928.22
Total Cash and Investments	\$237,454,210.95	\$56,839,314.56	\$124,482,488.91	\$55,871,839.82

AGENDA ITEM SUMMARY

ITEM SUMMARY:

Consider the minutes of the City of Griffin Board of Commissioners' Workshop and Regular Meetings on August 25 2026.

SPECIAL CONSIDERATIONS OR CONCERNS:

All Commissioners were present.

STAFF RECOMMENDATION:

N/A

FINANCIAL IMPACT:

N/A

Submitted By:

Ragan Jones

Meeting Date:

08/09/2026

Reviewed By:

Jessica O'Connor

ATTACHMENTS:

[08-25-26 Minutes.pdf](#)

[8-25-26 Minutes Workshop.pdf](#)

**CITY OF GRIFFIN BOARD OF COMMISSIONERS
REGULAR SCHEDULED MEETING
ONE GRIFFIN CENTER, W. ELMER GEORGE MUNICIPAL HALL
TUESDAY, AUGUST 25, 2026**

Mayor Doug Hollberg presided, convening the meeting at 6:00 p.m. Commissioners attending included Cynthia Ward, Rose Curtis, Brad Wright, Rodney McCord and Zachery Fuller. Also present were City Manager, Jessica O'Connor, Assistant City Manager of Development Services, Kelsey Carden, Assistant City Manager of Utilities, Jennifer Freeman, City Attorney, Drew Whalen, Susan Bartholomew and Ragan Jones to record minutes.

Commissioner Murray arrived at 6:01 p.m.

Call to order by Mayor Hollberg

Pledge of Allegiance Commissioner Wright

Invocation Commissioner McCord

Approval of the Agenda

Motion/second to approve the Agenda by Commissioner Wright/Curtis carried 7-0.

CITIZEN COMMENT

There were no citizen comments.

CONSENT AGENDA

1. Consider the minutes of the City of Griffin Board of Commissioners' Regular Meeting on August 11, 2026.
2. Consider a contract with VHB, Inc. in the amount of \$10,849.00 for biological monitoring at three study sites. *Director of Stormwater, Jeremy Kenway, will address.*
3. Consider the purchase of eight 2026 Ford Interceptor Police Vehicles in the amount of \$388,000.00 from Wade Ford, the lowest quote, for the Griffin Police Department. *Captain Kaylen Krueger Hayes will address.*
4. Consider the purchase of four 2026 Ford F-150 Police Vehicles in the amount of \$215,200.00 from Akins Ford Dodge, most responsive quote. *Captain Kaylen Krueger Hayes will address.*
5. Consider an agreement with Akins Emergency Solutions in the amount of \$125,479.56, lowest quote, for the outfitting of eight Ford Interceptor Police Vehicles and four Ford F-150 Police Vehicles for the Police Department. *Office of Professional Standards Division Captain, Kaylen Krueger Hayes, will address.*

**CITY OF GRIFFIN BOARD OF COMMISSIONERS
REGULAR SCHEDULED MEETING
ONE GRIFFIN CENTER, W. ELMER GEORGE MUNICIPAL HALL
TUESDAY, AUGUST 25, 2026**

6. Consider a Blanket Purchase Order in the amount of \$275,147.00 to Innovative Engineering Strategies, LLC for environmental monitoring services and landfill expansion preparation services at the Shoal Creek Landfill for FY27. *Director of Solid Waste, Todd Ennis will address.*

Motion/second to approve the Consent Agenda by Commissioners Wright/Murray carried 7-0.

REGULAR AGENDA

7. Consider Master Services and Purchasing Agreement and Addendum with Axon Enterprise, Inc. for equipment purchase, installation, setup, training, and maintenance of body cameras, in-car cameras, drones, tasers, and additional software components of the evidence.com platform for a total contract cost of \$4,391,332.62 over a period of seven years. *Lieutenant, John Kelton, will address.*

Motion/second to approve a Master Services and Purchasing Agreement and Addendum with Axon Enterprise, Inc. for equipment purchase, installation, setup, training, and maintenance of body cameras, in-car cameras, drones, tasers, and additional software components of the evidence.com platform for a total contract cost of \$4,391,332.62 over a period of seven years by Commissioners Murray/Wright carried 7-0.

8. Consider a maintenance and support agreement from CentralSquare to provide yearly software maintenance and updates to the CentralSquare Police Records Management System (RMS) in the amount of \$128,844.79 per year, for a maximum of 5 years. *Deputy Director of IT & Telecom, Chris Sprayberry, will address.*

Motion/second to approve maintenance and support agreement from CentralSquare to provide yearly software maintenance and updates to the CentralSquare Police Records Management System (RMS) in the amount of \$128,844.79 per year, for a maximum of 5 years by Commissioners Murray/Wright carried 7-0.

9. Consider a Task Order Form to the Master Services Agreement between the City of Griffin and LJA in the amount of \$48,950.00 for the topographic survey, utility locate, project kick off meeting, and 30% streetscape design and concept development of the Taylor Street streetscape project from 6th - 8th Street. *Public Works Director, Mariza Eller, will address.*

Motion/second to approve a Task Order Form to the Master Services Agreement between the City of Griffin and LJA in the amount of \$48,950.00 for the topographic survey, utility locate, project kick off meeting, and 30% streetscape design and concept development of the Taylor Street streetscape project from 6th - 8th Street by Commissioners Murray/Fuller carried 7-0.

10. Consider the selection of Allen-Smith Consulting, best responsive bidder, to perform grant administration services for the 2026 CDBG Kore Electric Employee Incentive Program grant for the City of Griffin. *Director of Water and Wastewater, Brandon Lewis, will address.*

Motion/second to approve the selection of Allen-Smith Consulting, best responsive bidder, to perform grant administration services for the 2026 CDBG Kore Electric Employee

**CITY OF GRIFFIN BOARD OF COMMISSIONERS
REGULAR SCHEDULED MEETING
ONE GRIFFIN CENTER, W. ELMER GEORGE MUNICIPAL HALL
TUESDAY, AUGUST 25, 2026**

Incentive Program grant for the City of Griffin by Commissioners Fuller/Murray carried 7-0.

11. Consider a Task Order Form, under a Master Services Agreement with LJA Engineering, Inc., for Potato Creek Sewer Rehabilitation engineering services in the amount of \$293,680.00. *Director of Water and Wastewater, Brandon Lewis, will address.*

Motion/second to approve a Task Order Form, under a Master Services Agreement with LJA Engineering, Inc., for Potato Creek Sewer Rehabilitation engineering services in the amount of \$293,680.00 by Commissioners Wright/Fuller carried 7-0.

CITY MANAGER'S REPORT

1. Mrs. O'Connor stated that Bobby Camp, golf course employee, passed away. The funeral will be held tomorrow at Burden's at 2:00 p.m., followed by a procession through the park.
2. A notice was received regarding Union Pacific's attempt to acquire Norfolk Southern's railyard. The City of Griffin has until September 21st to submit any comments or concerns. Mrs. O'Connor noted her concerns regarding public safety, water lines, and traffic.

CITY ATTORNEY'S COMMENTS

No comment.

COMMISSIONER COMMENTS

Ward: No comment.

Curtis: No comment.

Murray: No comment.

Wright: No comment.

Fuller: Commissioner Fuller thanked everyone for coming.

McCord: Commissioner McCord expressed hope that there would be a strong presence at Mr. Camp's homegoing service tomorrow and encouraged everyone to wear Carolina Blue.

Hollberg: No comment.

ADJOURN

**CITY OF GRIFFIN BOARD OF COMMISSIONERS
REGULAR SCHEDULED MEETING
ONE GRIFFIN CENTER, W. ELMER GEORGE MUNICIPAL HALL
TUESDAY, AUGUST 25, 2026**

Motion/second to adjourn at 6:06 p.m. by Commissioners McCord/Murray carried 7-0.

Douglas S. Hollberg, Mayor

Jessica W. O'Connor, City Manager

**CITY OF GRIFFIN BOARD OF COMMISSIONERS
WORKSHOP MEETING
W. ELMER GEORGE MUNICIPAL HALL
TUESDAY, August 25, 2026**

Mayor Doug Hollberg presided, convening the meeting at 9:00 a.m. Commissioners attending included Cynthia Ward, Rose Curtis, Brad Wright, and Zachery Fuller. Also present were City Manager, Jessica O'Connor, Assistant City Manager of Development Services, Kelsey Carden, Assistant City Manager of Utilities, Jennifer Freeman, City Attorney, Drew Whalen, and Susan Bartholomew and Ragan Jones to record minutes.

Commissioner Murray arrived at 9:01 a.m.

Commissioner McCord arrived at 9:03 a.m.

CALL TO ORDER

1. Discuss the proposal submitted by The Fanning Institute for intergovernmental facilitation. Jessica O'Connor, City Manager, will address.

Ms. O'Connor reported that Griffin-Spalding had participated as an Archway community for several years and graduated from the program during the past summer. The Archway Executive Committee, consisting of City and County leadership, the school system, and additional community partners, previously relied on Archway staff to coordinate monthly intergovernmental meetings. The committee has since discussed how to maintain these meetings without placing the responsibility solely on a single agency. A proposal was submitted by Brittany Adams Pope through the Fanning Institute, which covers facilitation of one intergovernmental meeting per month, including agenda preparation, notice, and coordination. The proposal also focuses on strengthening working relationships between the intergovernmental entities and providing a consistent space to share information and communicate openly. Mrs. O'Connor stated that the cost of the Fanning Institute proposal is \$55,718.09, compared to the Archway program, which cost \$60,000. The Griffin-Spalding County School System has declined to participate in funding the proposal.

Mayor Hollberg stated that without participation from the other partners contributing with the funding, the City may have worked our way out of an agreement.

Commissioner Fuller inquired about the return on investment from the Archway program.

Ms. O'Connor explained that Archway provided much more than intergovernmental meeting facilitation, which was only a small portion of the program. Archway also established and facilitated community work groups. She stated that one of the biggest calculable returns on investment was the programs and projects completed by students at the University of Georgia. She also noted that prior to Archway, getting the City, County, and School System together for an intergovernmental facilitation was almost impossible.

Mayor Hollberg suggested approaching other governmental and private partners to offset the cost. He noted that this would allow the City to have facilitated meetings and a structured plan moving forward.

The consensus from the Board was to commit to pay \$27,859.05 and seek supplemental funding from other partners.

2. Discuss action steps for upcoming amendments to the City's Special Event ordinance and policies. Assistant City Manager of Development Services, Kelsey Carden, will address.

Ms. Carden presented a high-level primer on upcoming updates to the City's special event ordinance and park policies. Ms. Carden explained that updating the special event ordinance is one of Planning and Development's 2026 annual goals and that a full draft ordinance amendment and updated policies will be presented at the November workshop. She emphasized that the City's authority to regulate parades, assemblies, and demonstrations is based on the impact these activities have on public spaces, and that the City must balance protecting public safety, minimizing nuisances, and maintaining efficient use of roads and sidewalks with residents' First Amendment rights. Special event permits are required for events

**CITY OF GRIFFIN BOARD OF COMMISSIONERS
WORKSHOP MEETING
W. ELMER GEORGE MUNICIPAL HALL
TUESDAY, August 25, 2026**

that occupy or significantly impact public roads, sidewalks, and travel areas. While events on private property are generally not regulated, Mrs. Carden noted exceptions when an event is likely to affect public rights-of-way or create nuisance conditions.

Ms. Carden outlined proposed changes to application timelines and acknowledged that the current five-day requirement is a short amount of time to get approval from GDOT. A 30-day requirement for parades and road races should remain. She also reviewed exclusions from the special event process, such as funeral processions, certain governmental activities, small non-amplified picketing groups, and spontaneous First Amendment expression that may be waived with 24 hours' notice. The designated spontaneous expression site needs to be relocated due to development, and staff will work with GIS to identify an alternate location.

Ms. Carden explained that all City parks are passive spaces that cannot be reserved for exclusive use, and she noted that park rules have not been updated in more than 20 years and are inconsistent with current signage. Staff intends to codify new rules addressing dawn-to-dusk hours, prohibitions on amplification and inflatables, and possibly restrictions on pets, since pet waste stations are not being used and cleanliness has become a concern. Once codified, these rules will be better able to be enforced and properly posted.

Mayor Hollberg added that service animals will continue to be allowed, but acknowledged that pet waste remains a significant issue for staff.

Commissioner Fuller expressed concern that limiting pets could negatively affect members of the community.

Commissioner Murray noted potential liability issues if someone were to be bitten or attacked in a park.

Ms. O'Connor stated that County park rules also prohibit pets and that staff can review those requirements and report back to the Board.

Ms. Carden also addressed extra-duty employment of police officers. Even when an event does not require a special event permit, organizers may hire extra-duty officers for traffic or security. The Griffin Police Department sets rules for this program, updated within the past year, and the current rate is \$65 per hour with a four-hour minimum. Approval depends on officer availability and on whether the hiring organization poses reputational risks. For events requiring a special event permit, the City will outline required security staffing as part of the approval process, and organizers must secure the necessary officers.

Commissioner McCord inquired about the enforcement of gatherings that did not secure officers, and how this would be handled.

Ms. Carden reviewed recent state law changes that allow the City to recover costs when publicized events draw large crowds requiring significant police, fire, and public works response. The City may issue citations or pursue nuisance actions to recoup costs, but identifying organizers of viral events remains challenging.

Commissioner Ward expressed concern that stricter park rules could affect the Black community that traditionally use pocket parks for reunions, birthday parties, and other gatherings. She emphasized the importance of ensuring that residents have the opportunity to provide input on any proposed changes.

Ms. Carden clarified that parks would remain free and open, permits would not be required for general use, and amplified sound would still be allowed under an amplification permit. To allow community input, staff will host a town hall prior to the November workshop.

Ms. Carden also explained that the City currently cannot determine the true cost of hosting events because departments absorb expenses informally. Staff is tracking manpower and equipment usage, and this will likely become a 2027 goal. She noted that parades remain one of the City's

**CITY OF GRIFFIN BOARD OF COMMISSIONERS
WORKSHOP MEETING
W. ELMER GEORGE MUNICIPAL HALL
TUESDAY, August 25, 2026**

major cost drivers, requiring a minimum of 15 officers staffed through mandatory overtime rather than extra-duty hiring, resulting in approximately \$7,000 in police overtime and a total cost of \$15,000–\$20,000 per parade. Staff recommended treating parades separately from other special events due to these unique staffing and financial impacts. Current parades include Juneteenth, MLK, Spalding County Leisure Services Homecoming, Fourth of July, and Christmas, with the City covering all associated costs. The Board will need to determine in November which costs, if any, should be assessed to organizers of private or co-sponsored events, while evaluating parades independently of other activities.

The consensus of the Board was to hold town hall meetings to allow community input regarding special events.

3. Discuss City of Griffin owned parking lot improvement located beside 124 E. Broad Street. Public Works Director, Mariza Eller, will address.

Ms. Eller and Ms. O'Connor met with Spalding County to discuss a potential joint project to improve the parking lot behind the Spalding County Annex, located between Broad Street and Slaton Avenue. The proposed work includes repaving the entire area with full-depth reclamation, extending a crosswalk from the Imperial Theater lot through the City and County owned portions of the property to the parking lot at 101 East Broad Street, and adding landscaping islands and upgraded lighting throughout the lot. The estimated cost for the project is \$267,921.50, not including engineering, lighting, or dumpster enclosures; however, Electric has already budgeted funds for lighting upgrades.

Commissioner Murray asked whether any grant funding was available to help offset costs.

Ms. O'Connor explained that grant funding was not recommended because administrative requirements would outweigh the benefits, and T-SPLOST funds are available to support the project.

Mayor Hollberg noted that the project has been discussed for many years by both the Main Street program and the City, as the area needs aesthetic improvements. He also expressed concerns regarding the proposed handicapped parking layout and the placement of dumpsters.

Ms. O'Connor stated that the plans are still preliminary, and all feedback will be incorporated as the design moves forward. With the downtown assets inventory discussion, new dumpster enclosures would be secured and locked, with access codes issued to responsible parties to track usage. She further noted that the current design results in a loss of some parking spaces due to the inclusion of landscape islands and the pedestrian walkway.

The Board reached consensus that staff should proceed with the project.

4. Consider Executive Session pursuant to O.C.G.A. Section 50-14-3(b)(1)(B) for the purpose of authorizing negotiations to purchase, dispose of, or lease property; Pursuant to O.C.G.A. Section 50-14-2(1) for the purpose of consulting and meeting with legal counsel pertaining to pending or potential litigation, settlement, claims, administrative proceedings, or other judicial actions brought or to be brought by or against the agency or any officer or employee or in which the agency or any officer or employee may be directly involved; Pursuant to O.C.G.A. Section 50-14-3(b)(2) for the purpose of discussing or deliberating upon the appointment, employment, compensation, hiring, disciplinary action or dismissal, or periodic evaluation or rating of a public officer or employee.

Motion/second to enter closed session at 10:25 a.m. pursuant to O.C.G.A. Section 50-14-3(b)(1)(B) for the purpose of authorizing negotiations to purchase, dispose of, or lease property; Pursuant to O.C.G.A. Section 50-14-2(1) for the purpose of consulting and meeting with legal counsel pertaining to pending or potential litigation, settlement, claims, administrative proceedings, or other judicial actions brought or to be brought by or against the agency or any officer or employee or in which the agency or any officer or employee may be directly involved; Pursuant to O.C.G.A. Section 50-14-3(b)(2) for the purpose of

CITY OF GRIFFIN BOARD OF COMMISSIONERS
WORKSHOP MEETING
W. ELMER GEORGE MUNICIPAL HALL
TUESDAY, August 25, 2026

discussing or deliberating upon the appointment, employment, compensation, hiring, disciplinary action or dismissal, or periodic evaluation or rating of a public officer or employee by Commissioners Murray/McCord carried 7-0.

Commissioner Murray did not attend the closed session.

Motion/second to adjourn closed session at 10:38 a.m. by Commissioners Fuller/Wright carried 6-0.

ADJOURN

Motion/second to adjourn Workshop Meeting at 10:39 a.m. by Commissioners Ward/Fuller carried 6-0.

Douglas S. Hollberg, Mayor

Jessica W. O’Connor, City Manager

AGENDA ITEM SUMMARY

ITEM SUMMARY:

Consider a Task Order Form to the Master Services Agreement with LJA Engineering, INC in the amount of \$14,350.00 for the Shoal Creek C&D Landfill Aerial Lidar Mapping to produce the Remaining Capacity Report. *Director of Solid Waste, Todd Ennis, will address.*

SPECIAL CONSIDERATIONS OR CONCERNS:

LJA Engineering, Inc. is a subject matter expert in Aerial Lidar Mapping and provides these services on an annual basis to the City of Griffin C&D landfill to help produce the remaining capacity report required by Georgia EPD annually.

STAFF RECOMMENDATION:

Staff recommends approval.

FINANCIAL IMPACT:

Funds were budgeted in professional services for FY27.

Submitted By:

Todd Ennis

Meeting Date:

08/09/2026

ATTACHMENTS:

[Landfill TOF 2026 Remaining Capacity Report_.pdf](#)

TASK ORDER FORM

2026 SHOAL CREEK C&D LANDFILL REMAINING CAPACITY REPORT

for

City of Griffin

Project No. GAGR3152-26076

August 20, 2026

LJA Engineering, Inc. (LJA) has prepared this Task Order Form (TOF) in accordance with the Master Services Agreement dated April 7, 2003 between the City of Griffin, Georgia and Paragon Consulting Group, Inc. (now fully merged with its parent company LJA Engineering, Inc.). This TOF has been prepared to provide our services to the City of Griffin related to Shoal Creek C&D Landfill.

SCOPE OF WORK

Aerial Lidar Survey & Remaining Capacity Report

The lidar data will be collected with a point density of not less than 20 points per square meter to support 1-foot mapping specifications. High resolution digital aerial photography will be acquired suitable for production of 2-inch orthophotography imagery.

The 50-foot scale planimetric mapping will contain features which are compiled from the aerial imagery including buildings, streams, ponds, trails, fences, walls, power poles, signs and stripes.

LJA will compare the Aerial Lidar Survey and the 2025 remaining capacity surface and provide a preliminary Remaining Capacity Report will be provided for comparison to past results.

SCHEDULE

We anticipate the Aerial Lidar Survey and Remaining Capacity Report will be provided to the Client within five business weeks from receipt of Notice to Proceed.

FEE ESTIMATE

In accordance with the Master Services Agreement, the project team will complete the task detailed above for a lump sum fee of **\$14,350.00**.

Any work requested outside of the above scope of work will be invoiced on a time and expenses basis in accordance with our current Unit Rates.

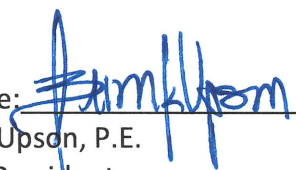
AUTHORIZATION

As our authorization, please sign in the space provided below.

City of Griffin, Georgia

LJA Engineering, Inc.

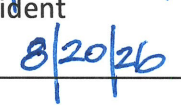
Signature: _____

Signature:  _____

Brian K. Upson, P.E.

Sr. Vice President

Date: _____

Date:  _____

Attested by:

City of Griffin, Georgia

Signature: _____

Date: _____

AGENDA ITEM SUMMARY

ITEM SUMMARY:

Consider a purchase agreement for crane and hoist inspection, maintenance, and repair services from All-Lift Systems, LLC in an amount not to exceed \$25,000.00. *Director of Water and Wastewater, Brandon Lewis, will address.*

SPECIAL CONSIDERATIONS OR CONCERNS:

All-Lift provides annual inspection and repair services for various hoists and cranes for the Water and Wastewater Department. This purchase agreement provides a one-time authorization and agreed upon terms and conditions for one year.

STAFF RECOMMENDATION:

Staff recommends approval.

FINANCIAL IMPACT:

FY27 budgeted funds in Technical Services for the Water and Wastewater Department.

Submitted By:

Brandon Lewis

Meeting Date:

08/09/2026

Reviewed By:

Jessica O'Connor

ATTACHMENTS:

[Final - All-Lift Systems Purchase Agreement No. 26-9.pdf](#)

[Re_ FY27 Service Agreement Quote Expiration Extension.pdf](#)

PURCHASE AGREEMENT BETWEEN CITY OF GRIFFIN AND ALL-LIFT SYSTEMS, LLC

All-Lift Systems Purchase Agreement No. 26-9 || Not to Exceed \$25,000

This Purchase Agreement (hereinafter, "Agreement"), effective August 26, 2026, by and between **CITY OF GRIFFIN, GA**, a Georgia municipal corporation located in Spalding County (hereinafter, "City") and **ALL-LIFT SYSTEMS, LLC** (hereinafter "All-Lift Systems" or "Contractor") (hereinafter, collectively, "Parties") provides as follows:

WHEREAS, the City will regularly retain All-Lift Systems for annual inspections, repairs, and related services necessary for maintenance and repair of the Water/Wastewater Departments infrastructure;

WHEREAS, the Parties desire to establish a terms and conditions for said purchases and authorization for purchasing up to a not-to-exceed threshold to prevent delays and ensure efficiency in purchasing;

NOW, THEREFORE, in consideration of the mutual covenants contained herein and other good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, the parties hereby agree as follows:

1. **Term.**

The term of this agreement shall be for one (1) year, beginning September 9, 2026 and ending September 8, 2027, unless sooner terminated as provided herein. At the expiration of the Term, this Agreement shall automatically terminate without further action by either Party unless affirmative action is taken to renew the Agreement.

2. **Terms & Conditions; Purchasing Scope.**

The terms and conditions of this Agreement, set forth in Exhibit "A" (Terms and Conditions) shall govern the City's purchase of any and all inspection, maintenance, and repair services at the rates and scope set forth in Exhibit "B" (Purchasing Scope), from All-Lift Systems. Any terms and conditions referenced on quotes, invoices, or other documents shall be void in favor of the terms herein, unless set forth in an amendment signed by both Parties.

3. **Not-to-Exceed Purchasing Threshold**

Purchases made subject to this Agreement shall not exceed Twenty-Five Thousand Dollars (\$25,000) total during the Term of this Agreement. The Parties agree that the purpose of this Not-to-Exceed limit is to authorize the purchase of inspections, maintenance, and repair services to that compensation limit, and this value is not a guarantee of compensation. The City shall only pay for services actually ordered, completed, and invoiced in accordance with the terms of this Agreement. Nothing herein shall be interpreted to bind the City to use All-Lift Systems for retaining inspection, maintenance, repair services, or other services, or to prioritize All-Lift Systems when considering purchases. The Parties acknowledge that the costs of services, parts, equipment, and materials is variable, as are the City's purchasing needs, and this Not-to-Exceed limit is intended

as an estimate. In the event the Not-to-Exceed value must be increased, the Parties may execute an Amendment increasing the City's purchasing limit during the term.

IN WITNESS WHEREOF, the undersigned parties have hereby caused this Contract to be duly executed on the dates set forth below:

CITY OF GRIFFIN, GEORGIA

ALL-LIFT SYSTEMS, LLC

By: _____
Douglas S. Hollberg

By: Roy Peters

Title: Mayor

Title: Territory Sales Manager

Date: _____

Date: 8/31/26

Attest: _____
Jessica O'Connor, Secretary

(SEAL)

Approved as to Form:

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

TERMS AND CONDITIONS – ALL-LIFT SYSTEMS, LLC**ARTICLE 1 PURCHASE ORDER AUTHORIZATION**

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

ARTICLE 2 PURCHASE ORDER NUMBER OR PURCHASE AGREEMENT NO.

The Purchaser's purchase order number or Purchase Agreement No. and the successful seller's name 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 Agreement, signed by both parties, shall become part of the contract between the Seller and Purchaser; the Seller's different 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 of the same type in substantially similar quantities, upon substantially similar terms..

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 manufacturer's specifications. Seller warrants that the goods or services are suitable for the manufacturer's 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. Notwithstanding the foregoing, to the greatest extent allowed by applicable law, neither party shall be liable for any consequential, incidental, special, liquidated, or delay damages, including but not limited to lost profits.

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 proper use of the merchandise ordered.

ARTICLE 12 TERMINATIONS FOR CAUSE

Purchaser may terminate this contract for cause in the event of a material breach by Seller. In such event, except for payment for products and services received, 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.

ARTICLE 13 TERMINATIONS FOR CONVENIENCE

Purchaser may at any time terminate the order in whole or in part for its convenience upon 30-days 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 plus Seller's documented actual costs resulting from the termination for convenience.

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; provided that Seller may delegate or assign duties, rights and obligations without written consent if due to a change in control or in connection with any sale of substantially all of its assets or ownership. Upon Seller's prior written consent, 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.

TERMS AND CONDITIONS – ALL-LIFT SYSTEMS, LLC

ARTICLE 15 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.

ARTICLE 16 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.

ARTICLE 17 FORCE MAJEURE

Neither party shall be liable for any failure to perform its obligations under this Agreement if such failure results from circumstances beyond the party's reasonable control ("Force Majeure Event"), including but not limited to acts of God, war, terrorism, riots, embargoes, strikes, labor disputes, the effects of epidemics, pandemics, or governmental actions, rules, or laws. The affected party shall promptly notify the other party in writing of the occurrence of such event, stating the nature of the event and the expected duration of the inability to perform. The affected party shall use reasonable efforts to mitigate the effects of the force majeure event and resume performance as soon as possible. If the force majeure event continues for a period of 90 days, either party may terminate this Agreement upon written notice to the other party.

Amended PO T&C Approved as to Form:

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



INSPECTION SERVICES PROPOSAL

**CITY OF GRIFFIN**

P. O. BOX T
 GRIFFIN, GA
 Attn: **Robert Clark**
 678.692.0391
 rclark@cityofgriffin.com

Quote # 08072026-4

August 07, 2026

Quote valid through September 06,
 2026

LIFT SOLUTIONS HOLDINGS • 5580 Fulton Industrial Blvd, Atlanta, GA 30336

Sales Rep • Roy Peters | 470.226.7726 | RPeters@theliftsolutions.com

WE ARE PLEASED TO OFFER THE FOLLOWING PROPOSAL FOR YOUR REVIEW AND CONSIDERATION

Periodic Annual with Preventative Maintenance Program

Harry Simmons Tank

Lift Solutions Holdings is pleased to offer you the following services to keep your company OSHA compliant in regards to OSHA 1910.179. It is important to know that even though a Periodic inspection is a great step to improve safety and reliability, if you are not completing a frequent inspection with documentation on a minimum monthly frequency you are out of compliance.

OSHA requires inspections to be completed based on the duty class of your equipment so some heavy use cranes may require a periodic inspection on a quarterly or semi-annual basis. We can help you determine which units require this.

Inspection Labor	\$665.00
Harry Simmons Tank	
Total Annual Investment	\$665.00

(Anything Outside of Scope of Work Will be Billed at Time and Materials)

Payment Terms: All payments due Net 30 days from invoice date.

Proposal By:
Roy Peters

Accepted By:

Authorized Representative Date

Customer Representative Date



INSPECTION SERVICES PROPOSAL



PERIODIC INSPECTION WITH PREVENTATIVE MAINTENANCE

OBJECTIVE AND DESCRIPTION

The Periodic Inspection has been designed to inspect equipment for deficiencies and deviations as defined in the OSHA safety and health regulations set forth for a periodic inspection.

A Lift Solutions trained and qualified inspector will perform the inspection and give recommendations for repair or replacement.

The inspection interval is defined in OSHA requirements. Frequency is determined taking into account crane usage and operating environment.

SCOPE

The service includes visual inspection, as well as operational and functional tests of the equipment as defined in applicable regulations.

Lift Solutions will inspect mechanical components for maladjustment, excessive wear, cracks, corrosion, improper attachment, improper function, deformations and oil leakages and electrical components for improper function, corrosion, deterioration and improper attachment.

Inspected objects typically include:

- Limit switches, overload protection and other safety devices
- Safety and operational labels, capacity markings
- Hoist brake, motor, coupling and gear
- Rope drum, rope/chain, rope sheaves/chain wheels, hook block, hook, hook latches
- Covers and guards
- Traveling, traversing and rotating machineries
- Mainline disconnect, crane main switch, power supply, electric panels, control devices
- Crane and trolley structures, end trucks, walkways and stairs
- Bumpers, end stops
- Pneumatic or hydraulic systems
- Lubrication points
- Minor adjustments

The following is not included:

- Load test, oil analysis, repairs or replacement of any parts
- Inspection of internal components that require disassembly, such as gear cases, coupling and internal hook block

DELIVERABLES

- Safety Notification delivered to point of contact before equipment is returned to operation, when deemed necessary
- Inspection report that fulfills statutory requirements

CUSTOMER BENEFITS

- Satisfies regulatory requirements helping you stay compliant
- Safety and production risks are documented and recommendations for corrective actions are provided
- Provides recommendations for improving the safety, productivity, application or useful life of the asset



FREQUENT COMPLIANCE INSPECTION

OBJECTIVE AND DESCRIPTION

The Frequent Compliance Inspection has been designed to inspect equipment for deficiencies and deviations as defined in the OSHA safety and health regulations set forth for the frequent compliance inspection.

A Lift Solutions trained and qualified inspector will perform the inspection and give recommendations for repair, replacement or adjustment.

The inspection interval is defined in OSHA requirements. Frequency is determined taking into account crane usage and operating environment.

SCOPE

The service includes visual inspection of safety-critical components, as well as operational and functional tests of the equipment as defined in applicable regulations.

Lift Solutions will inspect mechanical components for improper function, excessive wear, cracks, improper attachment and oil leakages; and electrical components for improper function and improper attachment.

Inspected objects typically include visual inspection of:

- Limit switches, overload protection and other safety devices
- Safety labels, capacity markings
- Hoist brake, motor, coupling and gear
- Rope drum, rope/chain, rope sheaves/chain wheels, hook block, hook, hook latches

The following is not included:

- Lubrications, adjustments, load test, oil analysis, repairs or replacement of any parts
- Inspection of internal components that require disassembly, such as gear cases, coupling and internal hook block

DELIVERABLES

- Safety Notification delivered to point of contact before equipment is returned to operation, when deemed necessary
- Inspection report that fulfills statutory requirements
- Monthly certification record for hook and wire rope or load chain

CUSTOMER BENEFITS

- Satisfies regulatory requirements helping you stay compliant
- Safety and production risks are documented and recommendations for corrective actions are provided
- Provides recommendations for improving the safety, productivity, application or useful life of the asset



OSHA COMPLIANCE REQUIREMENTS

Frequent Inspection	Required. Visual inspection: The items list in 1910.179(j)(2) shall be inspected for defects at intervals defined in 1910.179(j)(1)(ii), specifically indicating, including observations during exposure for any defects which might appear between regular inspections. All deficiencies such as listed shall be carefully examined and determination made as to whether they constitute a safety hazard.	Designated (trained). All inspections shall be performed by a designated person. Any deficiencies identified shall be examined by and determination made by a qualified person as to whether they constitute a hazard and if more detailed inspection is required ASME B30.2-1.1(d).	Required. Hooks w/ deformation or cracks monthly 1910.179(j)(2)(iii). Hoist chains monthly inspection 1910.179(j)(2)(iv). A thorough inspection of all ropes shall be made at least once a month and certification record that includes the date of the inspection and an identifier for the ropes that were inspected 1910.179(m)(1).
Periodic Inspection	Required. Complete inspections of the crane should be performed at intervals generally defined in paragraph 1910.179(j)(1)(ii)(b) depending upon its activity, severity of service environment or specifically indicated in this section. These inspections shall include the requirements of frequent inspection 1910.179(j)(2)(ii) and in addition the items listed in 1910.179(j)(3). Any deficiencies such as listed shall be carefully examined and determination made as to whether they constitute a safety hazard.	Designated (trained). All inspections shall be performed by a designated person. Any deficiencies identified shall be examined by and determination made by a qualified person as to whether they constitute a hazard and if more detailed inspection is required ASME B30.2-1.1(d). In addition CMAA Spec 78-2.2 requires 2000 field hours and formal training every two years.	Required. Dated records shall be made of apparent external conditions found in ASME B30.2-1.5(c) to provide a basis for a continuing evaluation and kept on file. ASME B30.2-1.5(e).
Preventative Maintenance	Required. A preventive maintenance program based on OEM Recommendation. 1910.179(l)(1).	Designated (trained). CMAA Spec 78 requires training of persons working on cranes.	Required. Dated records should be placed on file. ASME B30.2-4.4.
Repairs and Adjustments	Required. Any unsafe conditions disclosed by the inspection requirements of paragraph 1910.179(j) of this section shall be corrected before operation of the crane is resumed. Adjustments and repairs shall be done only by designated personnel.	Designated (trained). ASME B30-4.2.4(b). CMAA Spec 78 requires training of persons working on cranes.	Required. Dated records should be kept on file. ASME B30.2-4.4.
Operator Training	Required. Designated means selected or assigned by the employer or employer representative as being qualified to perform specific duties. Crane operator training shall be provided to promote proficient performance of crane operator in conformance with the provisions of this volume. ASME B30.2-3.1.1.	Designated (trained). Crane operator training shall be provided to promote proficient performance of crane operator in conformance with the provisions of this volume. ASME B30.2-3.1.1.	Required. Issue a certificate or formal record that verifies the person has been trained and has passed examination required in ASME B30.2-3.3.3(c), or confirm that the person has a valid certificate or formal record that satisfies the requirements ASME B30.2-3.3(d).



Terms and Conditions for the Sale of Goods and Services

1. Applicability.

- These terms and conditions of sale (these "Terms") are the only terms that govern the sale of the goods ("Goods") and services ("Services") by Lift Solutions Holdings, LLC and its subsidiaries ("Seller") to the buyer named for these Terms ("Buyer").
- The accompanying quotation/service agreement/purchase order/order acknowledgement (the "Sales Confirmation") and these Terms (collectively, this "Agreement") comprise the entire agreement between the parties and supersede all prior or contemporaneous understandings, agreements, negotiations, representations and warranties, and communications, both written and oral. These Terms prevail over any of Buyer's general terms and conditions of purchase or other terms and conditions on any purchase order, payment enclosure or other writing regardless of whether or when Buyer has submitted its purchase order or such terms. Fulfillment of Buyer's order does not constitute acceptance of any of Buyer's terms and conditions and does not serve to modify or amend these Terms. Once a Sales Confirmation has been provided, Buyer may not cancel or modify any order without the written consent of Seller.
- Notwithstanding anything to the contrary contained in this Agreement, Seller may, from time to time change the Services without the consent of Buyer provided that such changes do not materially affect the nature or scope of the Services, or the fees or any performance dates set forth in the Sales Confirmation.

2. Delivery of Goods and Performance of Services.

- The Goods will be delivered within a reasonable time after the receipt of Buyer's purchase order, and subject to availability of finished Goods. Seller shall not be liable for any delays, loss, or damage in transit of any sort.
- Unless otherwise agreed in writing by the parties, Seller shall deliver the Goods to the delivery point indicated on the purchase order (the "Delivery Point") using Seller's standard methods for packaging and shipping such Goods. Unless otherwise agreed to by the parties in writing, Buyer shall be responsible for all loading costs and provide equipment and labor reasonably suited for receipt of the Goods or Services at the Delivery Point and will unload and release all transportation equipment promptly, so Seller incurs no demurrage or other expense. Buyer shall be solely liable for any demurrage or other expenses as a result of delays in the unloading of the Goods or releasing of all transportation equipment.
- Seller may, in its sole discretion, without liability or penalty, make partial shipments of Goods to Buyer. Each shipment will constitute a separate sale, and Buyer shall pay for the units shipped whether such shipment is in whole or partial fulfillment of Buyer's purchase order.
- Seller shall use reasonable efforts to meet any performance dates to render the Services specified in the Sales Confirmation, and any such dates shall be estimates only.
- With respect to the Services, Buyer shall (i) cooperate with Seller in all matters relating to the Services and provide such access to Buyer's premises, and such office accommodation and other facilities as may reasonably be requested by Seller, for the purposes of performing the Services; (ii) respond promptly to any Seller request to provide direction, information, approvals, authorizations, or decisions that are reasonably necessary for Seller to perform Services in accordance with the requirements of this Agreement; (iii) provide such customer materials or information as Seller may reasonably request to carry out the Services in a timely manner and ensure that such customer materials or information are complete and accurate in all material respects; and (iv) obtain and maintain all necessary licenses and consents and comply with all applicable laws in relation to the Services before the date on which the Services are to start.
- To the extent any of the Services are performed on Buyer's premises, Buyer shall be responsible for the safety and protection of Seller and its persons and property while providing the Services thereon. Buyer shall notify Seller of any hazardous or dangerous conditions which exist in Customer's premises immediately upon discovery.

3. Shipping Terms.

Delivery of the Goods shall be made in accordance with the shipping terms on the face of the Sales Confirmation.

4. Title and Risk of Loss.

Title and risk of loss pass to Buyer upon delivery of the Goods at the Delivery Point. As collateral security for the payment of the purchase price of the Goods, Buyer hereby grants to Seller a lien on and security interest in and to all of the right, title, and interest of Buyer in, to, and under the Goods, wherever located, and whether now existing or hereafter arising or acquired from time to time, and in all accessions thereto and replacements or modifications thereof, as well as all proceeds (including insurance proceeds) of the foregoing. The security interest granted under this provision constitutes a purchase money security interest under the Delaware Uniform Commercial Code.

- ### 5. Buyer's Acts or Omissions and Site Conditions.
- If Seller's performance of its obligations under this Agreement is prevented or delayed by any act or omission of Buyer or its agents, subcontractors, consultants, or employees, Seller shall not be deemed in breach of its obligations under this Agreement or otherwise liable for any costs, charges, or losses sustained or incurred by Buyer, in each case, to the extent arising directly or indirectly from such prevention or delay. Buyer warrants that the site where Goods are to be delivered and/or installed and/or where Services are to be performed shall be ready and adequate for Seller's delivery and/or installation of the Goods and/or performance of Services. Buyer's obligations in this regard include but are not limited to the removal of all obstructions and institution of adequate safety measures to protect Seller's property, employees, agents and contractors. Buyer shall be responsible for all costs and expenses associated with Seller's delay and/or inability to deliver and/or install the Goods or perform any Services related to Buyer's failure to comply with this Section 5. Seller in no way warrants the sufficiency of the site, in whole or in part, where the Services are performed and/or Goods are to be delivered, installed and/or used.

**6. Inspection and Rejection of Nonconforming Goods or Services.**

- Buyer shall inspect the Goods or Services within five (5) days of receipt and all Services performed within five (5) days of completion ("Inspection Period"). Buyer will be deemed to have accepted the Goods and or the Services unless it notifies Seller in writing of any Nonconforming Goods or Non-Conforming Services during the Inspection Period and furnishes such written evidence or other documentation as reasonably required by Seller. "Nonconforming Goods" means only the following: (i) product shipped is different than identified in Buyer's purchase order; or (ii) product's label or packaging incorrectly identifies its contents. "Nonconforming Services" means that the Services did not comply with any written specifications (if applicable) in the Sales Confirmation.
- If Buyer timely notifies Seller of any Nonconforming Goods or Nonconforming Services, Seller shall, in its sole discretion, (i) replace such Nonconforming Goods with conforming Goods or repair the Nonconforming Services, or (ii) credit or refund the Price for such Nonconforming Goods or Nonconforming Services, together with any reasonable shipping and handling expenses incurred by Buyer in connection therewith. In the case of Nonconforming Goods, Buyer shall ship, at its expense and risk of loss, the Nonconforming Goods to Seller's facility. If Seller exercises its option to replace Nonconforming Goods, Seller shall, after receiving Buyer's shipment of Nonconforming Goods, ship to Buyer, at Buyer's expense and risk of loss, the replaced Goods to the Delivery Point.
- Buyer acknowledges and agrees that the remedies set forth in Section 6(b) are Buyer's exclusive remedies for the delivery of Nonconforming Goods and Nonconforming Services. Except as provided under Section 6(b), all sales of Goods and Services provided to Buyer are made on a one-way basis and Buyer has no right to return Goods or Services purchased under this Agreement to Seller.

7. Price.

- Buyer shall purchase the Goods and Services from Seller at the prices (the "Prices") set forth in the Sales Confirmation. Prices quoted by Seller shall remain firm for a period of thirty (30) days from the date of a Quotation; provided, however, that Seller reserves the right, at any time prior to the acceptance of a Quotation by Buyer to adjust said prices by providing written notice to Buyer regarding any such adjustment.
- Buyer agrees to reimburse Seller for all reasonable travel and out-of-pocket expenses incurred by Seller in connection with the performance of the Services.
- All Prices are exclusive of all sales, use, and excise taxes, and any other similar taxes, duties, and charges of any kind imposed by any Governmental Authority on any amounts payable by Buyer. Buyer shall be responsible for all such charges, costs, and taxes; provided, that, Buyer shall not be responsible for any taxes imposed on, or with respect to, Seller's income, revenues, gross receipts, personal or real property, or other assets.

8. Payment Terms.

- Buyer shall pay all invoiced amounts due to Seller within thirty (30) days from the date of Seller's invoice, unless deviations to these standard terms have been previously agreed to in writing by the parties.
- In the event the contract is terminated or suspended for any reason other than Seller's material default, Buyer shall pay Seller for all work performed, materials procured, and costs incurred up to the date of termination, including a reasonable margin on work in process. Buyer acknowledges that all Goods produced under this Agreement are custom-engineered for Buyer and have no alternative use to Seller without significant rework or loss of value.
- Buyer shall reimburse Seller for all costs incurred in collecting any late payments, including, without limitation, attorneys' fees. In addition to all other remedies available under these Terms or at law (which Seller does not waive by the exercise of any rights hereunder), Seller shall be entitled to suspend the delivery of any Goods or performance of any Services and stop Goods in transit if Buyer fails to pay any amounts when due hereunder and such failure continues for fourteen (14) days following written notice thereof.
- Buyer shall not withhold payment of any amounts due and payable by reason of any set-off of any claim or dispute with Seller, whether relating to Seller's breach, bankruptcy, or otherwise.

9. Limited Warranty & Waiver.

- Seller warrants to Buyer that for a period of twelve (12) months from the date of shipment (the "Warranty Period") all Goods will materially conform to Seller's specifications and will be free from material defects in material and workmanship (the "Goods Warranty").
- The foregoing Goods Warranty shall not apply to: (a) any Goods, or parts or components thereof, that have been used or operated prior to being sold to Buyer ("Used Goods") or (b) Goods manufactured by a third party, including parts or components thereof ("Third-Party Goods"). Seller will use commercially reasonable efforts to pass through any warranties provided by the manufacturer for such Third-Party Goods to Buyer. For the avoidance of doubt, SELLER MAKES NO REPRESENTATION OR WARRANTIES WITH RESPECT TO ANY USED GOODS OR THIRD-PARTY GOODS, INCLUDING ANY (a) WARRANTY OF MERCHANTABILITY; (b) WARRANTY OF FITNESS FOR A PARTICULAR PURPOSE; (c) WARRANTY OF TITLE; OR (d) WARRANTY AGAINST INFRINGEMENT OF INTELLECTUAL PROPERTY RIGHTS OF A THIRD PARTY; WHETHER EXPRESS OR IMPLIED, BY LAW, COURSE OF DEALING, USAGE, TRADE OR OTHERWISE, AND ALL SUCH REPRESENTATIONS AND WARRANTIES ARE HEREBY EXPRESSLY DISCLAIMED.
- EXCEPT AS EXPRESSLY PROVIDED HEREIN, ALL GOODS AND SERVICES (INCLUDING BUT NOT LIMITED TO ANY INSPECTION SERVICES) ARE PURCHASED BY BUYER "AS IS" AND "WITH ALL FAULTS." SELLER MAKES NO WARRANTIES WHATSOEVER WITH RESPECT TO THE GOODS OR THE SERVICES, INCLUDING ANY (a) WARRANTY THAT THE SERVICES WILL BE ACCURATE, COMPLETE OR ERROR FREE OR WILL ACHIEVE ANY PARTICULAR RESULTS; (b) WARRANTY OF MERCHANTABILITY; OR (c) WARRANTY OF FITNESS FOR A PARTICULAR PURPOSE; OR (d) WARRANTY OF TITLE; OR (e) WARRANTY AGAINST INFRINGEMENT OF INTELLECTUAL PROPERTY RIGHTS OF A THIRD PARTY; WHETHER EXPRESS OR IMPLIED BY LAW, COURSE OF DEALING, COURSE OF PERFORMANCE, USAGE OF TRADE, OR OTHERWISE. ALL EXPRESS WARRANTIES PROVIDED

BY SELLER (IF ANY) ARE LIMITED TO AND ONLY FOR THE BENEFIT OF BUYER AND ARE NOT TRANSFERABLE OR ASSIGNABLE BY BUYER WITHOUT THE PRIOR WRITTEN CONSENT OF SELLER.

- The Seller shall not be liable for a breach of the Goods Warranty unless: (i) Buyer gives written notice of the defect, reasonably described, to Seller within ten (10) days of the time when Buyer discovers or ought to have discovered the defect; (ii) Seller is given a reasonable opportunity after receiving the notice to examine such Goods and Buyer (if requested to do so by Seller) returns such Goods to Seller's place of business at Seller's cost for the examination to take place there; and (iii) Seller reasonably verifies Buyer's claim that the Goods are defective. Additionally, the Seller shall not be liable for a breach of the Goods Warranty if: (i) Buyer makes any further use of such Goods after giving such notice; (ii) the defect arises because Buyer failed to follow Seller's oral or written instructions as to the storage, installation, commissioning, use or maintenance of the Goods; or (iii) Buyer alters or repairs such Goods without the prior written consent of Seller.
- During the Warranty Period, and subject to the limitations included in this Section 9 and in Section 10 below, with respect to any Goods during the Warranty Period, Seller shall, in its sole discretion, either: (i) repair or replace such Goods or (ii) credit or refund the price of such Goods at the contracted rate. THE REMEDIES SET FORTH IN THIS SECTION 9(E) SHALL BE THE BUYER'S SOLE AND EXCLUSIVE REMEDY AND SELLER'S ENTIRE LIABILITY FOR ANY BREACH OF THE GOODS WARRANTY.

10. Limitation of Liability, Indemnification, Waiver.

To the maximum extent permitted by applicable law:

- IN NO EVENT SHALL SELLER BE LIABLE TO BUYER OR ANY THIRD PARTY FOR ANY LOSS OF USE, REVENUE OR PROFIT OR LOSS OF DATA OR DIMINUTION IN VALUE, OR FOR ANY CONSEQUENTIAL, INDIRECT, INCIDENTAL, SPECIAL, EXEMPLARY, LIQUIDATED OR PUNITIVE DAMAGES WHETHER ARISING OUT OF BREACH OF CONTRACT, TORT (INCLUDING BUT NOT LIMITED TO NEGLIGENCE AND PRODUCT LIABILITY), OR OTHERWISE, REGARDLESS OF WHETHER SUCH DAMAGES WERE FORESEEABLE AND WHETHER OR NOT SELLER HAS BEEN ADVISED OF THE POSSIBILITY OF SUCH DAMAGES, AND NOTWITHSTANDING THE FAILURE OF ANY AGREED OR OTHER REMEDY OF ITS ESSENTIAL PURPOSE.
- IN NO EVENT SHALL SELLER'S AGGREGATE LIABILITY ARISING OUT OF OR RELATED TO THIS AGREEMENT, WHETHER ARISING OUT OF OR RELATED TO BREACH OF CONTRACT, TORT (INCLUDING BUT NOT LIMITED TO NEGLIGENCE AND PRODUCT LIABILITY), OR OTHERWISE, EXCEED THE TOTAL OF THE AMOUNTS PAID TO SELLER FOR THE GOODS AND SERVICES SOLD HEREUNDER IN THE PREVIOUS SIX (6) MONTHS or \$50,000, WHICHEVER IS LESS. BUYER HEREBY EXPRESSLY WAIVES ITS RIGHT TO ASSERT A CLAIM OR DEFENSE FOR RECOUPMENT AND/OR SETOFF, EQUITABLE OR OTHERWISE, WHEN BUYER'S UNDERLYING CLAIM WOULD BE BARRED BY THE APPLICABLE STATUTE OF LIMITATIONS PERIOD.
- SELLER SHALL NOT BE LIABLE FOR AND BUYER SHALL RELEASE, INDEMNIFY, DEFEND AND HOLD HARMLESS SELLER AND ANY ENTITY AFFILIATED IN ANY WAY THEREWITH FROM ANY CLAIMS, DEMANDS, DAMAGES (REGARDLESS OF THEIR TYPE, INCLUDING, BUT NOT LIMITED TO DIRECT, INDIRECT, CONSEQUENTIAL, INCIDENTAL, PUNITIVE OR SPECIAL), LIABILITIES, LOSSES AND EXPENSES (WHETHER KNOWN OR UNKNOWN, PRESENT OR FUTURE), AND ANY AND ALL LIABILITY, OF AND FROM ANY AND ALL MANNER OF SUITS, ACTIONS OR CAUSE(S) OF ACTION (INCLUDING BUT NOT LIMITED TO SUITS FOR CONTRIBUTION AND/OR INDEMNITY AND ALL SUITS IN LAW, IN EQUITY, OR UNDER STATUTE, OF WHATEVER KIND OR NATURE) ON ACCOUNT OF OR IN ANY WAY ARISING OUT OF ACTS OR OMISSIONS OF BUYER, ITS AGENTS, CONTRACTORS, EMPLOYEES OR ANY PERSON UNDER THEIR CONTROL (OTHER THAN SELLER) OR RELATING IN ANY WAY TO GOODS AND SERVICES PROVIDED UNDER A QUOTATION, A PURCHASE ORDER OR ANY OTHER AGREEMENT BETWEEN BUYER AND SELLER OR THE GOODS OR EQUIPMENT RELATED THERETO, INCLUDING, BUT NOT LIMITED TO BUYER'S USE, INSTALLATION, INCORPORATION OR SELECTION THEREOF. BUYER HEREBY WAIVES ANY IMMUNITY OR DEFENSE UNDER APPLICABLE WORKERS' COMPENSATION LAWS OR OTHER LAWS THAT WOULD OTHERWISE LIMIT BUYER'S OBLIGATIONS HEREUNDER.

11. Insurance.

During the term of this Agreement Buyer shall, at its own expense, maintain and carry insurance in full force and effect which includes, but is not limited to, commercial general liability (including Products and Completed Operations liability) in a sum no less than \$2,000,000 per occurrence with financially sound and reputable insurers, and shall name Seller as an Additional Insured on its commercial general liability policy. Such coverage shall be written on a primary and non-contributory basis. Upon Seller's request, Buyer shall provide Seller with a certificate of insurance from Buyer's insurer evidencing the insurance coverage specified in these Terms. Buyer shall provide Seller with thirty (30) days' advance written notice in the event of a cancellation or material change in Buyer's insurance policy. Except where prohibited by law, Buyer shall require its insurer to waive all rights of subrogation against Seller's insurers and Seller.

12. Inspection Services Disclaimer.

- At the request of Buyer, the scope of any equipment (or component) inspection performed by Seller is limited exclusively to a search for readily observable defects apparent on the equipment and on those equipment component parts identified in the inspection scope accompanying a Sales Confirmation or other agreement that are safely and conveniently accessible to the inspecting personnel. Seller shall not dismantle the equipment or the equipment components to be inspected, nor shall it use any other means to inspect and detect latent or non-observable defective conditions in the equipment or its components. Notwithstanding the performance of this inspection and regardless of any representation made in any report to the contrary, Buyer acknowledges and agrees that: (i) latent or non-observable defects may exist or develop on or in the subject equipment or its components on or following the moment of inspection and Buyer is hereby notified of the potential existence thereof; and (ii) the use of equipment possessing any defect, including latent or non-observable defects, may result in catastrophic equipment failure potentially causing damage to property or injury or death to persons in, on or around the subject equipment.
- The conditions identified during the equipment (or component) inspection and reported by Seller orally or in writing are representative of the condition of the subject equipment and its components as they appeared during the inspection. These conditions can and will change immediately following inspection due to the use or non-use of the subject equipment (and its components). The information provided to Buyer



INSPECTION SERVICES PROPOSAL

as a result of and following an inspection does not reflect any changes in the condition of the subject equipment and/or its components following inspection by Seller and Buyer retains and/or assumes all risk for such changes in condition. Buyer is hereby notified and acknowledges and agrees that delivery by email or other electronic means of any report prepared by Seller setting forth the results of an inspection constitutes delivery to and acknowledgment of receipt by Buyer of such report.

- The decision following an inspection concerning whether or not to repair or replace the equipment or any deficient component of the subject equipment lies exclusively with Buyer. By completing the inspection and preparing the inspection report, Seller expressly recommends that Buyer authorize the repair and/or replacement of the equipment or any component identified during the inspection or listed in the report derived therefrom as deficient in any manner or degree prior to operating the subject equipment. Seller hereby notifies Buyer that any inspection report may contain information regarding deficient equipment and/or components thereof that require the immediate attention of Buyer and that any failure to repair and/or replace such deficient equipment and components thereof may result in catastrophic equipment failure causing damage to property or injury or death to persons in, on or around the subject equipment.
- SELLER IS NOT LIABLE FOR CLAIMS, DEMANDS, DAMAGES, OR LIABILITY ARISING FROM (I) CAUSES OUTSIDE THE SCOPE OF THE INSPECTION AS IDENTIFIED IN SECTION 12.A., (II) ANY CONDITION THAT OCCURS FOLLOWING THE INSPECTION AS IDENTIFIED IN SECTION 12.B., (III) FAILURE OF BUYER TO REPAIR OR REPLACE ANY EQUIPMENT OR COMPONENT AS IDENTIFIED IN SECTION 12.C., OR (IV) FLAWS THAT ARE NOT DETECTABLE BY OR WHOSE DETECTION IS LIMITED WHEN UTILIZING THE INSPECTION METHODS DESCRIBED IN SECTION 12.

13. **Approval Drawings.** Approval drawings, if provided to Buyer by Seller and either signed by a representative of Buyer with apparent authority to do so or not objected to by Buyer in writing within a reasonable time shall constitute exclusive proof regarding Buyer's verification and acceptance of the dimensions and other information relating to the goods described therein, and Seller shall be entitled to rely on such approval drawings to provide the Goods and Services referenced therein. Buyer hereby assumes any and all responsibility for any inaccurate or incomplete information contained therein. TO THE EXTENT THAT BUYER PROVIDES THE DESIGN AND/OR SPECIFICATIONS FOR ANY GOODS OR SERVICES TO BE PROVIDED OR PERFORMED BY SELLER, BUYER SHALL INDEMNIFY, DEFEND, AND HOLD HARMLESS SELLER AGAINST ALL CLAIMS, SUITS, AND CAUSES OF ACTION AND FROM ALL COSTS, EXPENSES, DAMAGES AND LIABILITIES (INCLUDING BUT NOT LIMITED TO ATTORNEYS' AND CONSULTANTS' FEES) FROM IMPROPER OR DEFECTIVE DESIGN AND FOR ACTUAL OR ALLEGED INFRINGEMENT OF ANY UNITED STATES OR FOREIGN PATENT, COPYRIGHT, TRADEMARK, INTELLECTUAL PROPERTY RIGHTS, OR PROPRIETARY RIGHTS OF THIRD PARTIES BY REASON OF THE USE, SALE, MANUFACTURE, OR DESIGN OF SUCH GOODS AND/OR SERVICES.
14. **Inherent Defects.** To the extent remanufacturing, refurbishment, modernization, and/or modification services are included within the scope of Services identified in a Sales Confirmation or any agreement between Buyer and Seller, any defect in Buyer's equipment to which Seller performs such services that is attributable in whole or in part to engineering, design specifications, latent defects, corrosion, or fatigue that are inherent to and/or present in or on the equipment is not covered by any warranty of Seller, and Seller shall not be liable for any costs, expenses, losses, or damages of any nature whatsoever that are caused in whole or in part by any such defect.
15. **Intellectual Property.** All intellectual property rights in and to the Goods, the Services, and all documents, work product and other materials that are delivered to Buyer under this Agreement or prepared by or on behalf of the Seller in the course of performing the Services (collectively, the "Deliverables") shall be owned by Seller or Seller's licensors. Seller hereby grants Buyer a license to use all Intellectual Property Rights in the Deliverables free of additional charge and on a non-exclusive, non-transferable, non-sublicensable, fully paid-up, royalty-free and perpetual basis to the extent necessary to enable Buyer to make reasonable use of the Goods, Deliverables and the Services while this Agreement remains in effect.
16. **Compliance with Law.** Buyer shall comply with all applicable laws, regulations, and ordinances. Buyer shall maintain in effect all the licenses, permissions, authorizations, consents, and permits that it needs to carry out its obligations under this Agreement. Buyer shall comply with all export and import laws of all countries involved in the sale of the Goods under this Agreement or any resale of the Goods by Buyer. Buyer assumes all responsibility for shipments of Goods requiring any government import clearance. Seller may terminate this Agreement if any governmental authority imposes antidumping or countervailing duties or any other duties or penalties on the Goods.
17. **Subcontractors.** Buyer acknowledges and agrees that Seller may utilize subcontractors to perform any of its obligations under this Agreement.
18. **Termination.** In addition to any remedies that may be provided under these Terms, either party may terminate this Agreement with immediate effect, if such party: (a) fails to pay any amount when due under this Agreement; (b) has not otherwise performed or complied with any of these Terms, in whole or in part, and fails to cure such deficient performance within thirty (30) days' notice from the other party; or (c) becomes insolvent, files a petition for bankruptcy or commences or has commenced against it proceedings relating to bankruptcy, receivership, reorganization, or assignment for the benefit of creditors.
19. **Waiver.** No waiver by Seller of any of the provisions of this Agreement is effective unless explicitly set forth in writing and signed by Seller. No failure to exercise, or delay in exercising, any right, remedy, power, or privilege arising from this Agreement operates or may be construed, as a waiver thereof. No single or partial exercise of any right, remedy, power, or privilege hereunder precludes any other or further exercise thereof or the exercise of any other right, remedy, power, or privilege.
20. **Confidential Information.** All non-public, confidential, or proprietary information of each party, including, but not limited to, specifications, samples, patterns, designs, plans, drawings, documents, data, business operations, customer lists, pricing, discounts, or rebates, disclosed by either party to the other, whether disclosed orally or disclosed or accessed in written, electronic or other form or media, and whether or not marked, designated, or otherwise identified as "confidential," in connection with this Agreement is confidential, solely for the use of performing this Agreement and may not be disclosed or copied unless authorized by an officer of the disclosing party in writing. Upon the disclosing party's request, the recipient of information shall promptly return all documents and other materials received from the other party. This Section shall not apply to information that



INSPECTION SERVICES PROPOSAL

is: (a) in the public domain at the time of the disclosure; (b) known to the recipient at the time of disclosure; or (c) rightfully obtained by the recipient on a non-confidential basis from a third party who was not under an obligation of confidentiality with respect to such information.

21. **Force Majeure.** No party shall be liable or responsible to the other party, or be deemed to have defaulted under or breached this Agreement, for any failure or delay in fulfilling or performing any term of this Agreement (except for any obligations of Buyer to make payments to Seller hereunder), when and to the extent such failure or delay is caused by or results from acts beyond the impacted party's reasonable control, including, without limitation: (a) acts of God; (b) flood, fire, earthquake, pandemics or explosion; (c) war, invasion, hostilities (whether war is declared or not), terrorist threats or acts, riot or other civil unrest; (d) government order, law, or actions; (e) embargoes or blockades in effect on or after the date of this Agreement; (f) national or regional emergency; (g) strikes, labor stoppages or slowdowns, or other industrial disturbances; (h) telecommunication breakdowns, power outages or shortages, lack of warehouse or storage space, inadequate transportation services, or inability or delay in obtaining supplies of adequate or suitable materials; and (i) other similar events beyond the reasonable control of the Impacted Party. The Impacted Party shall give notice within ten (10) days of the Force Majeure Event to the other party. The Impacted Party shall use diligent efforts to end the failure or delay and ensure the effects of such Force Majeure Event are minimized.
22. **Assignment.** Buyer shall not assign any of its rights or delegate any of its obligations under this Agreement without the prior written consent of Seller. Any purported assignment or delegation in violation of this Section is null and void. No assignment or delegation relieves Buyer of any of its obligations under this Agreement.
23. **Relationship of the Parties.** The relationship between the parties is that of independent contractors. Nothing contained in this Agreement shall be construed as creating any agency, partnership, joint venture, or other form of joint enterprise, employment, or fiduciary relationship between the parties, and neither party shall have authority to contract for or bind the other party in any manner whatsoever.
24. **No Third-Party Beneficiaries.** This Agreement is for the sole benefit of the parties hereto and their respective successors and permitted assigns and nothing herein, express or implied, is intended to or shall confer upon any other person or entity any legal or equitable right, benefit, or remedy of any nature whatsoever under or by reason of these Terms.
25. **Governing Law.** All matters arising out of or relating to this Agreement are governed by and construed in accordance with the internal laws of the State of Delaware without giving effect to any choice or conflict of law provision or rule that would cause the application of the laws of any jurisdiction other than those of the State of Delaware.
26. **Submission to Jurisdiction.** Any legal suit, action, or proceeding arising out of or relating to this Agreement shall be instituted in the federal courts of the United States of America or the courts of the State of Delaware in each case located in the City of Wilmington, and each party irrevocably submits to the exclusive jurisdiction of such courts in any such suit, action, or proceeding.
27. **WAIVER OF JURY TRIAL.** EACH PARTY ACKNOWLEDGES AND AGREES THAT ANY CONTROVERSY THAT MAY ARISE UNDER THIS AGREEMENT IS LIKELY TO INVOLVE COMPLICATED AND DIFFICULT ISSUES AND, THEREFORE, EACH SUCH PARTY IRREVOCABLY AND UNCONDITIONALLY WAIVES ANY RIGHT IT MAY HAVE TO A TRIAL BY JURY IN RESPECT OF ANY LEGAL ACTION ARISING OUT OF OR RELATING TO THIS AGREEMENT OR THE TRANSACTIONS CONTEMPLATED HEREBY.
28. **Notices.** All notices, requests, consents, claims, demands, waivers, and other communications hereunder shall be in writing and addressed to the parties at the addresses set forth on the face of the Sales Confirmation. All Notices shall be delivered by personal delivery, nationally recognized overnight courier (with all fees pre-paid), email (with confirmation of transmission), or certified or registered mail (in each case, return receipt requested, postage prepaid). Except as otherwise provided in this Agreement, a Notice is effective only (a) upon receipt of the receiving party, and (b) if the party giving the Notice has complied with the requirements of this Section.
29. **Severability.** If any term or provision of this Agreement is invalid, illegal, or unenforceable in any jurisdiction, such invalidity, illegality, or unenforceability shall not affect any other term or provision of this Agreement or invalidate or render unenforceable such term or provision in any other jurisdiction.
30. **Survival.** Provisions of these Terms which by their nature should apply beyond their terms will remain in force after any termination or expiration of this Agreement including, but not limited to, the following provisions: Warranty Waiver, Limitation of Liability, Insurance, Intellectual Property, Compliance with Laws, Confidential Information, Governing Law, Submission to Jurisdiction, Waiver of Jury Trial, and Survival.
31. **Amendment and Modification.** These Terms may only be amended or modified in a writing stating specifically that it amends these Terms and is signed by an authorized representative of each party.



CITY OF GRIFFIN

P. O. BOX T
GRIFFIN, GA
Attn: **Robert Clark**
678.692.0391
rclark@cityofgriffin.com

Quote # 08072026-1
August 07, 2026

Quote valid through September 06,
2026

LIFT SOLUTIONS HOLDINGS • 5580 Fulton Industrial Blvd, Atlanta, GA 30336

Sales Rep • Roy Peters | 470.226.7726 | RPeters@theliftsolutions.com

WE ARE PLEASED TO OFFER THE FOLLOWING PROPOSAL FOR YOUR REVIEW AND CONSIDERATION

Periodic Annual with Preventative Maintenance Program

Flint River

Lift Solutions Holdings is pleased to offer you the following services to keep your company OSHA compliant in regards to OSHA 1910.179. It is important to know that even though a Periodic inspection is a great step to improve safety and reliability, if you are not completing a frequent inspection with documentation on a minimum monthly frequency you are out of compliance.

OSHA requires inspections to be completed based on the duty class of your equipment so some heavy use cranes may require a periodic inspection on a quarterly or semi-annual basis. We can help you determine which units require this.

Inspection labor \$840.00

Flint River

Total Annual Investment **\$840.00**

(Anything Outside of Scope of Work Will be Billed at Time and Materials)

Payment Terms: All payments due Net 30 days from invoice date.

Proposal By:
Roy Peters

Accepted By:

Authorized Representative Date

Customer Representative Date



INSPECTION SERVICES PROPOSAL



PERIODIC INSPECTION WITH PREVENTATIVE MAINTENANCE

OBJECTIVE AND DESCRIPTION

The Periodic Inspection has been designed to inspect equipment for deficiencies and deviations as defined in the OSHA safety and health regulations set forth for a periodic inspection.

A Lift Solutions trained and qualified inspector will perform the inspection and give recommendations for repair or replacement.

The inspection interval is defined in OSHA requirements. Frequency is determined taking into account crane usage and operating environment.

SCOPE

The service includes visual inspection, as well as operational and functional tests of the equipment as defined in applicable regulations.

Lift Solutions will inspect mechanical components for maladjustment, excessive wear, cracks, corrosion, improper attachment, improper function, deformations and oil leakages and electrical components for improper function, corrosion, deterioration and improper attachment.

Inspected objects typically include:

- Limit switches, overload protection and other safety devices
- Safety and operational labels, capacity markings
- Hoist brake, motor, coupling and gear
- Rope drum, rope/chain, rope sheaves/chain wheels, hook block, hook, hook latches
- Covers and guards
- Traveling, traversing and rotating machineries
- Mainline disconnect, crane main switch, power supply, electric panels, control devices
- Crane and trolley structures, end trucks, walkways and stairs
- Bumpers, end stops
- Pneumatic or hydraulic systems
- Lubrication points
- Minor adjustments

The following is not included:

- Load test, oil analysis, repairs or replacement of any parts
- Inspection of internal components that require disassembly, such as gear cases, coupling and internal hook block

DELIVERABLES

- Safety Notification delivered to point of contact before equipment is returned to operation, when deemed necessary
- Inspection report that fulfills statutory requirements

CUSTOMER BENEFITS

- Satisfies regulatory requirements helping you stay compliant
- Safety and production risks are documented and recommendations for corrective actions are provided
- Provides recommendations for improving the safety, productivity, application or useful life of the asset



FREQUENT COMPLIANCE INSPECTION

OBJECTIVE AND DESCRIPTION

The Frequent Compliance Inspection has been designed to inspect equipment for deficiencies and deviations as defined in the OSHA safety and health regulations set forth for the frequent compliance inspection.

A Lift Solutions trained and qualified inspector will perform the inspection and give recommendations for repair, replacement or adjustment.

The inspection interval is defined in OSHA requirements. Frequency is determined taking into account crane usage and operating environment.

SCOPE

The service includes visual inspection of safety-critical components, as well as operational and functional tests of the equipment as defined in applicable regulations.

Lift Solutions will inspect mechanical components for improper function, excessive wear, cracks, improper attachment and oil leakages; and electrical components for improper function and improper attachment.

Inspected objects typically include visual inspection of:

- Limit switches, overload protection and other safety devices
- Safety labels, capacity markings
- Hoist brake, motor, coupling and gear
- Rope drum, rope/chain, rope sheaves/chain wheels, hook block, hook, hook latches

The following is not included:

- Lubrications, adjustments, load test, oil analysis, repairs or replacement of any parts
- Inspection of internal components that require disassembly, such as gear cases, coupling and internal hook block

DELIVERABLES

- Safety Notification delivered to point of contact before equipment is returned to operation, when deemed necessary
- Inspection report that fulfills statutory requirements
- Monthly certification record for hook and wire rope or load chain

CUSTOMER BENEFITS

- Satisfies regulatory requirements helping you stay compliant
- Safety and production risks are documented and recommendations for corrective actions are provided
- Provides recommendations for improving the safety, productivity, application or useful life of the asset



OSHA COMPLIANCE REQUIREMENTS

Frequent Inspection	Required. Visual inspection: The items list in 1910.179(j)(2) shall be inspected for defects at intervals defined in 1910.179(j)(1)(ii), specifically indicating, including observations during exposure for any defects which might appear between regular inspections. All deficiencies such as listed shall be carefully examined and determination made as to whether they constitute a safety hazard.	Designated (trained). All inspections shall be performed by a designated person. Any deficiencies identified shall be examined by and determination made by a qualified person as to whether they constitute a hazard and if more detailed inspection is required ASME B30.2-1.1(d).	Required. Hooks w/ deformation or cracks monthly 1910.179(j)(2)(iii). Hoist chains monthly inspection 1910.179(j)(2)(iv). A thorough inspection of all ropes shall be made at least once a month and certification record that includes the date of the inspection and an identifier for the ropes that were inspected 1910.179(m)(1).
Periodic Inspection	Required. Complete inspections of the crane should be performed at intervals generally defined in paragraph 1910.179(j)(1)(ii)(b) depending upon its activity, severity of service environment or specifically indicated in this section. These inspections shall include the requirements of frequent inspection 1910.179(j)(2)(ii) and in addition the items listed in 1910.179(j)(3). Any deficiencies such as listed shall be carefully examined and determination made as to whether they constitute a safety hazard.	Designated (trained). All inspections shall be performed by a designated person. Any deficiencies identified shall be examined by and determination made by a qualified person as to whether they constitute a hazard and if more detailed inspection is required ASME B30.2-1.1(d). In addition CMAA Spec 78-2.2 requires 2000 field hours and formal training every two years.	Required. Dated records shall be made of apparent external conditions found in ASME B30.2-1.5(c) to provide a basis for a continuing evaluation and kept on file. ASME B30.2-1.5(e).
Preventative Maintenance	Required. A preventive maintenance program based on OEM Recommendation. 1910.179(l)(1).	Designated (trained). CMAA Spec 78 requires training of persons working on cranes.	Required. Dated records should be placed on file. ASME B30.2-4.4.
Repairs and Adjustments	Required. Any unsafe conditions disclosed by the inspection requirements of paragraph 1910.179(j) of this section shall be corrected before operation of the crane is resumed. Adjustments and repairs shall be done only by designated personnel.	Designated (trained). ASME B30-4.2.4(b). CMAA Spec 78 requires training of persons working on cranes.	Required. Dated records should be kept on file. ASME B30.2-4.4.
Operator Training	Required. Designated means selected or assigned by the employer or employer representative as being qualified to perform specific duties. Crane operator training shall be provided to promote proficient performance of crane operator in conformance with the provisions of this volume. ASME B30.2-3.1.1.	Designated (trained). Crane operator training shall be provided to promote proficient performance of crane operator in conformance with the provisions of this volume. ASME B30.2-3.1.1.	Required. Issue a certificate or formal record that verifies the person has been trained and has passed examination required in ASME B30.2-3.3.3(c), or confirm that the person has a valid certificate or formal record that satisfies the requirements ASME B30.2-3.3(d).



Terms and Conditions for the Sale of Goods and Services

1. Applicability.

- These terms and conditions of sale (these "Terms") are the only terms that govern the sale of the goods ("Goods") and services ("Services") by Lift Solutions Holdings, LLC and its subsidiaries ("Seller") to the buyer named for these Terms ("Buyer").
- The accompanying quotation/service agreement/purchase order/order acknowledgement (the "Sales Confirmation") and these Terms (collectively, this "Agreement") comprise the entire agreement between the parties and supersede all prior or contemporaneous understandings, agreements, negotiations, representations and warranties, and communications, both written and oral. These Terms prevail over any of Buyer's general terms and conditions of purchase or other terms and conditions on any purchase order, payment enclosure or other writing regardless of whether or when Buyer has submitted its purchase order or such terms. Fulfillment of Buyer's order does not constitute acceptance of any of Buyer's terms and conditions and does not serve to modify or amend these Terms. Once a Sales Confirmation has been provided, Buyer may not cancel or modify any order without the written consent of Seller.
- Notwithstanding anything to the contrary contained in this Agreement, Seller may, from time to time change the Services without the consent of Buyer provided that such changes do not materially affect the nature or scope of the Services, or the fees or any performance dates set forth in the Sales Confirmation.

2. Delivery of Goods and Performance of Services.

- The Goods will be delivered within a reasonable time after the receipt of Buyer's purchase order, and subject to availability of finished Goods. Seller shall not be liable for any delays, loss, or damage in transit of any sort.
- Unless otherwise agreed in writing by the parties, Seller shall deliver the Goods to the delivery point indicated on the purchase order (the "Delivery Point") using Seller's standard methods for packaging and shipping such Goods. Unless otherwise agreed to by the parties in writing, Buyer shall be responsible for all loading costs and provide equipment and labor reasonably suited for receipt of the Goods or Services at the Delivery Point and will unload and release all transportation equipment promptly, so Seller incurs no demurrage or other expense. Buyer shall be solely liable for any demurrage or other expenses as a result of delays in the unloading of the Goods or releasing of all transportation equipment.
- Seller may, in its sole discretion, without liability or penalty, make partial shipments of Goods to Buyer. Each shipment will constitute a separate sale, and Buyer shall pay for the units shipped whether such shipment is in whole or partial fulfillment of Buyer's purchase order.
- Seller shall use reasonable efforts to meet any performance dates to render the Services specified in the Sales Confirmation, and any such dates shall be estimates only.
- With respect to the Services, Buyer shall (i) cooperate with Seller in all matters relating to the Services and provide such access to Buyer's premises, and such office accommodation and other facilities as may reasonably be requested by Seller, for the purposes of performing the Services; (ii) respond promptly to any Seller request to provide direction, information, approvals, authorizations, or decisions that are reasonably necessary for Seller to perform Services in accordance with the requirements of this Agreement; (iii) provide such customer materials or information as Seller may reasonably request to carry out the Services in a timely manner and ensure that such customer materials or information are complete and accurate in all material respects; and (iv) obtain and maintain all necessary licenses and consents and comply with all applicable laws in relation to the Services before the date on which the Services are to start.
- To the extent any of the Services are performed on Buyer's premises, Buyer shall be responsible for the safety and protection of Seller and its persons and property while providing the Services thereon. Buyer shall notify Seller of any hazardous or dangerous conditions which exist in Customer's premises immediately upon discovery.

3. Shipping Terms.

Delivery of the Goods shall be made in accordance with the shipping terms on the face of the Sales Confirmation.

4. Title and Risk of Loss.

Title and risk of loss pass to Buyer upon delivery of the Goods at the Delivery Point. As collateral security for the payment of the purchase price of the Goods, Buyer hereby grants to Seller a lien on and security interest in and to all of the right, title, and interest of Buyer in, to, and under the Goods, wherever located, and whether now existing or hereafter arising or acquired from time to time, and in all accessions thereto and replacements or modifications thereof, as well as all proceeds (including insurance proceeds) of the foregoing. The security interest granted under this provision constitutes a purchase money security interest under the Delaware Uniform Commercial Code.

5. **Buyer's Acts or Omissions and Site Conditions.** If Seller's performance of its obligations under this Agreement is prevented or delayed by any act or omission of Buyer or its agents, subcontractors, consultants, or employees, Seller shall not be deemed in breach of its obligations under this Agreement or otherwise liable for any costs, charges, or losses sustained or incurred by Buyer, in each case, to the extent arising directly or indirectly from such prevention or delay. Buyer warrants that the site where Goods are to be delivered and/or installed and/or where Services are to be performed shall be ready and adequate for Seller's delivery and/or installation of the Goods and/or performance of Services. Buyer's obligations in this regard include but are not limited to the removal of all obstructions and institution of adequate safety measures to protect Seller's property, employees, agents and contractors. Buyer shall be responsible for all costs and expenses associated with Seller's delay and/or inability to deliver and/or install the Goods or perform any Services related to Buyer's failure to comply with this Section 5. Seller in no way warrants the sufficiency of the site, in whole or in part, where the Services are performed and/or Goods are to be delivered, installed and/or used.

**6. Inspection and Rejection of Nonconforming Goods or Services.**

- Buyer shall inspect the Goods or Services within five (5) days of receipt and all Services performed within five (5) days of completion ("Inspection Period"). Buyer will be deemed to have accepted the Goods and or the Services unless it notifies Seller in writing of any Nonconforming Goods or Non-Conforming Services during the Inspection Period and furnishes such written evidence or other documentation as reasonably required by Seller. "Nonconforming Goods" means only the following: (i) product shipped is different than identified in Buyer's purchase order; or (ii) product's label or packaging incorrectly identifies its contents. "Nonconforming Services" means that the Services did not comply with any written specifications (if applicable) in the Sales Confirmation.
- If Buyer timely notifies Seller of any Nonconforming Goods or Nonconforming Services, Seller shall, in its sole discretion, (i) replace such Nonconforming Goods with conforming Goods or repair the Nonconforming Services, or (ii) credit or refund the Price for such Nonconforming Goods or Nonconforming Services, together with any reasonable shipping and handling expenses incurred by Buyer in connection therewith. In the case of Nonconforming Goods, Buyer shall ship, at its expense and risk of loss, the Nonconforming Goods to Seller's facility. If Seller exercises its option to replace Nonconforming Goods, Seller shall, after receiving Buyer's shipment of Nonconforming Goods, ship to Buyer, at Buyer's expense and risk of loss, the replaced Goods to the Delivery Point.
- Buyer acknowledges and agrees that the remedies set forth in Section 6(b) are Buyer's exclusive remedies for the delivery of Nonconforming Goods and Nonconforming Services. Except as provided under Section 6(b), all sales of Goods and Services provided to Buyer are made on a one-way basis and Buyer has no right to return Goods or Services purchased under this Agreement to Seller.

7. Price.

- Buyer shall purchase the Goods and Services from Seller at the prices (the "Prices") set forth in the Sales Confirmation. Prices quoted by Seller shall remain firm for a period of thirty (30) days from the date of a Quotation; provided, however, that Seller reserves the right, at any time prior to the acceptance of a Quotation by Buyer to adjust said prices by providing written notice to Buyer regarding any such adjustment.
- Buyer agrees to reimburse Seller for all reasonable travel and out-of-pocket expenses incurred by Seller in connection with the performance of the Services.
- All Prices are exclusive of all sales, use, and excise taxes, and any other similar taxes, duties, and charges of any kind imposed by any Governmental Authority on any amounts payable by Buyer. Buyer shall be responsible for all such charges, costs, and taxes; provided, that, Buyer shall not be responsible for any taxes imposed on, or with respect to, Seller's income, revenues, gross receipts, personal or real property, or other assets.

8. Payment Terms.

- Buyer shall pay all invoiced amounts due to Seller within thirty (30) days from the date of Seller's invoice, unless deviations to these standard terms have been previously agreed to in writing by the parties.
- In the event the contract is terminated or suspended for any reason other than Seller's material default, Buyer shall pay Seller for all work performed, materials procured, and costs incurred up to the date of termination, including a reasonable margin on work in process. Buyer acknowledges that all Goods produced under this Agreement are custom-engineered for Buyer and have no alternative use to Seller without significant rework or loss of value.
- Buyer shall reimburse Seller for all costs incurred in collecting any late payments, including, without limitation, attorneys' fees. In addition to all other remedies available under these Terms or at law (which Seller does not waive by the exercise of any rights hereunder), Seller shall be entitled to suspend the delivery of any Goods or performance of any Services and stop Goods in transit if Buyer fails to pay any amounts when due hereunder and such failure continues for fourteen (14) days following written notice thereof.
- Buyer shall not withhold payment of any amounts due and payable by reason of any set-off of any claim or dispute with Seller, whether relating to Seller's breach, bankruptcy, or otherwise.

9. Limited Warranty & Waiver.

- Seller warrants to Buyer that for a period of twelve (12) months from the date of shipment (the "Warranty Period") all Goods will materially conform to Seller's specifications and will be free from material defects in material and workmanship (the "Goods Warranty").
- The foregoing Goods Warranty shall not apply to: (a) any Goods, or parts or components thereof, that have been used or operated prior to being sold to Buyer ("Used Goods") or (b) Goods manufactured by a third party, including parts or components thereof ("Third-Party Goods"). Seller will use commercially reasonable efforts to pass through any warranties provided by the manufacturer for such Third-Party Goods to Buyer. For the avoidance of doubt, SELLER MAKES NO REPRESENTATION OR WARRANTIES WITH RESPECT TO ANY USED GOODS OR THIRD-PARTY GOODS, INCLUDING ANY (a) WARRANTY OF MERCHANTABILITY; (b) WARRANTY OF FITNESS FOR A PARTICULAR PURPOSE; (c) WARRANTY OF TITLE; OR (d) WARRANTY AGAINST INFRINGEMENT OF INTELLECTUAL PROPERTY RIGHTS OF A THIRD PARTY; WHETHER EXPRESS OR IMPLIED, BY LAW, COURSE OF DEALING, USAGE, TRADE OR OTHERWISE, AND ALL SUCH REPRESENTATIONS AND WARRANTIES ARE HEREBY EXPRESSLY DISCLAIMED.
- EXCEPT AS EXPRESSLY PROVIDED HEREIN, ALL GOODS AND SERVICES (INCLUDING BUT NOT LIMITED TO ANY INSPECTION SERVICES) ARE PURCHASED BY BUYER "AS IS" AND "WITH ALL FAULTS." SELLER MAKES NO WARRANTIES WHATSOEVER WITH RESPECT TO THE GOODS OR THE SERVICES, INCLUDING ANY (a) WARRANTY THAT THE SERVICES WILL BE ACCURATE, COMPLETE OR ERROR FREE OR WILL ACHIEVE ANY PARTICULAR RESULTS; (b) WARRANTY OF MERCHANTABILITY; OR (c) WARRANTY OF FITNESS FOR A PARTICULAR PURPOSE; OR (d) WARRANTY OF TITLE; OR (e) WARRANTY AGAINST INFRINGEMENT OF INTELLECTUAL PROPERTY RIGHTS OF A THIRD PARTY; WHETHER EXPRESS OR IMPLIED BY LAW, COURSE OF DEALING, COURSE OF PERFORMANCE, USAGE OF TRADE, OR OTHERWISE. ALL EXPRESS WARRANTIES PROVIDED

BY SELLER (IF ANY) ARE LIMITED TO AND ONLY FOR THE BENEFIT OF BUYER AND ARE NOT TRANSFERABLE OR ASSIGNABLE BY BUYER WITHOUT THE PRIOR WRITTEN CONSENT OF SELLER.

- The Seller shall not be liable for a breach of the Goods Warranty unless: (i) Buyer gives written notice of the defect, reasonably described, to Seller within ten (10) days of the time when Buyer discovers or ought to have discovered the defect; (ii) Seller is given a reasonable opportunity after receiving the notice to examine such Goods and Buyer (if requested to do so by Seller) returns such Goods to Seller's place of business at Seller's cost for the examination to take place there; and (iii) Seller reasonably verifies Buyer's claim that the Goods are defective. Additionally, the Seller shall not be liable for a breach of the Goods Warranty if: (i) Buyer makes any further use of such Goods after giving such notice; (ii) the defect arises because Buyer failed to follow Seller's oral or written instructions as to the storage, installation, commissioning, use or maintenance of the Goods; or (iii) Buyer alters or repairs such Goods without the prior written consent of Seller.
- During the Warranty Period, and subject to the limitations included in this Section 9 and in Section 10 below, with respect to any Goods during the Warranty Period, Seller shall, in its sole discretion, either: (i) repair or replace such Goods or (ii) credit or refund the price of such Goods at the contracted rate. THE REMEDIES SET FORTH IN THIS SECTION 9(E) SHALL BE THE BUYER'S SOLE AND EXCLUSIVE REMEDY AND SELLER'S ENTIRE LIABILITY FOR ANY BREACH OF THE GOODS WARRANTY.

10. Limitation of Liability, Indemnification, Waiver.

To the maximum extent permitted by applicable law:

- IN NO EVENT SHALL SELLER BE LIABLE TO BUYER OR ANY THIRD PARTY FOR ANY LOSS OF USE, REVENUE OR PROFIT OR LOSS OF DATA OR DIMINUTION IN VALUE, OR FOR ANY CONSEQUENTIAL, INDIRECT, INCIDENTAL, SPECIAL, EXEMPLARY, LIQUIDATED OR PUNITIVE DAMAGES WHETHER ARISING OUT OF BREACH OF CONTRACT, TORT (INCLUDING BUT NOT LIMITED TO NEGLIGENCE AND PRODUCT LIABILITY), OR OTHERWISE, REGARDLESS OF WHETHER SUCH DAMAGES WERE FORESEEABLE AND WHETHER OR NOT SELLER HAS BEEN ADVISED OF THE POSSIBILITY OF SUCH DAMAGES, AND NOTWITHSTANDING THE FAILURE OF ANY AGREED OR OTHER REMEDY OF ITS ESSENTIAL PURPOSE.
- IN NO EVENT SHALL SELLER'S AGGREGATE LIABILITY ARISING OUT OF OR RELATED TO THIS AGREEMENT, WHETHER ARISING OUT OF OR RELATED TO BREACH OF CONTRACT, TORT (INCLUDING BUT NOT LIMITED TO NEGLIGENCE AND PRODUCT LIABILITY), OR OTHERWISE, EXCEED THE TOTAL OF THE AMOUNTS PAID TO SELLER FOR THE GOODS AND SERVICES SOLD HEREUNDER IN THE PREVIOUS SIX (6) MONTHS or \$50,000, WHICHEVER IS LESS. BUYER HEREBY EXPRESSLY WAIVES ITS RIGHT TO ASSERT A CLAIM OR DEFENSE FOR RECOUPMENT AND/OR SETOFF, EQUITABLE OR OTHERWISE, WHEN BUYER'S UNDERLYING CLAIM WOULD BE BARRED BY THE APPLICABLE STATUTE OF LIMITATIONS PERIOD.
- SELLER SHALL NOT BE LIABLE FOR AND BUYER SHALL RELEASE, INDEMNIFY, DEFEND AND HOLD HARMLESS SELLER AND ANY ENTITY AFFILIATED IN ANY WAY THEREWITH FROM ANY CLAIMS, DEMANDS, DAMAGES (REGARDLESS OF THEIR TYPE, INCLUDING, BUT NOT LIMITED TO DIRECT, INDIRECT, CONSEQUENTIAL, INCIDENTAL, PUNITIVE OR SPECIAL), LIABILITIES, LOSSES AND EXPENSES (WHETHER KNOWN OR UNKNOWN, PRESENT OR FUTURE), AND ANY AND ALL LIABILITY, OF AND FROM ANY AND ALL MANNER OF SUITS, ACTIONS OR CAUSE(S) OF ACTION (INCLUDING BUT NOT LIMITED TO SUITS FOR CONTRIBUTION AND/OR INDEMNITY AND ALL SUITS IN LAW, IN EQUITY, OR UNDER STATUTE, OF WHATEVER KIND OR NATURE) ON ACCOUNT OF OR IN ANY WAY ARISING OUT OF ACTS OR OMISSIONS OF BUYER, ITS AGENTS, CONTRACTORS, EMPLOYEES OR ANY PERSON UNDER THEIR CONTROL (OTHER THAN SELLER) OR RELATING IN ANY WAY TO GOODS AND SERVICES PROVIDED UNDER A QUOTATION, A PURCHASE ORDER OR ANY OTHER AGREEMENT BETWEEN BUYER AND SELLER OR THE GOODS OR EQUIPMENT RELATED THERETO, INCLUDING, BUT NOT LIMITED TO BUYER'S USE, INSTALLATION, INCORPORATION OR SELECTION THEREOF. BUYER HEREBY WAIVES ANY IMMUNITY OR DEFENSE UNDER APPLICABLE WORKERS' COMPENSATION LAWS OR OTHER LAWS THAT WOULD OTHERWISE LIMIT BUYER'S OBLIGATIONS HEREUNDER.

11. Insurance.

During the term of this Agreement Buyer shall, at its own expense, maintain and carry insurance in full force and effect which includes, but is not limited to, commercial general liability (including Products and Completed Operations liability) in a sum no less than \$2,000,000 per occurrence with financially sound and reputable insurers, and shall name Seller as an Additional Insured on its commercial general liability policy. Such coverage shall be written on a primary and non-contributory basis. Upon Seller's request, Buyer shall provide Seller with a certificate of insurance from Buyer's insurer evidencing the insurance coverage specified in these Terms. Buyer shall provide Seller with thirty (30) days' advance written notice in the event of a cancellation or material change in Buyer's insurance policy. Except where prohibited by law, Buyer shall require its insurer to waive all rights of subrogation against Seller's insurers and Seller.

12. Inspection Services Disclaimer.

- At the request of Buyer, the scope of any equipment (or component) inspection performed by Seller is limited exclusively to a search for readily observable defects apparent on the equipment and on those equipment component parts identified in the inspection scope accompanying a Sales Confirmation or other agreement that are safely and conveniently accessible to the inspecting personnel. Seller shall not dismantle the equipment or the equipment components to be inspected, nor shall it use any other means to inspect and detect latent or non-observable defective conditions in the equipment or its components. Notwithstanding the performance of this inspection and regardless of any representation made in any report to the contrary, Buyer acknowledges and agrees that: (i) latent or non-observable defects may exist or develop on or in the subject equipment or its components on or following the moment of inspection and Buyer is hereby notified of the potential existence thereof; and (ii) the use of equipment possessing any defect, including latent or non-observable defects, may result in catastrophic equipment failure potentially causing damage to property or injury or death to persons in, on or around the subject equipment.
- The conditions identified during the equipment (or component) inspection and reported by Seller orally or in writing are representative of the condition of the subject equipment and its components as they appeared during the inspection. These conditions can and will change immediately following inspection due to the use or non-use of the subject equipment (and its components). The information provided to Buyer



INSPECTION SERVICES PROPOSAL

as a result of and following an inspection does not reflect any changes in the condition of the subject equipment and/or its components following inspection by Seller and Buyer retains and/or assumes all risk for such changes in condition. Buyer is hereby notified and acknowledges and agrees that delivery by email or other electronic means of any report prepared by Seller setting forth the results of an inspection constitutes delivery to and acknowledgment of receipt by Buyer of such report.

- The decision following an inspection concerning whether or not to repair or replace the equipment or any deficient component of the subject equipment lies exclusively with Buyer. By completing the inspection and preparing the inspection report, Seller expressly recommends that Buyer authorize the repair and/or replacement of the equipment or any component identified during the inspection or listed in the report derived therefrom as deficient in any manner or degree prior to operating the subject equipment. Seller hereby notifies Buyer that any inspection report may contain information regarding deficient equipment and/or components thereof that require the immediate attention of Buyer and that any failure to repair and/or replace such deficient equipment and components thereof may result in catastrophic equipment failure causing damage to property or injury or death to persons in, on or around the subject equipment.
- SELLER IS NOT LIABLE FOR CLAIMS, DEMANDS, DAMAGES, OR LIABILITY ARISING FROM (I) CAUSES OUTSIDE THE SCOPE OF THE INSPECTION AS IDENTIFIED IN SECTION 12.A., (II) ANY CONDITION THAT OCCURS FOLLOWING THE INSPECTION AS IDENTIFIED IN SECTION 12.B., (III) FAILURE OF BUYER TO REPAIR OR REPLACE ANY EQUIPMENT OR COMPONENT AS IDENTIFIED IN SECTION 12.C., OR (IV) FLAWS THAT ARE NOT DETECTABLE BY OR WHOSE DETECTION IS LIMITED WHEN UTILIZING THE INSPECTION METHODS DESCRIBED IN SECTION 12.

13. **Approval Drawings.** Approval drawings, if provided to Buyer by Seller and either signed by a representative of Buyer with apparent authority to do so or not objected to by Buyer in writing within a reasonable time shall constitute exclusive proof regarding Buyer's verification and acceptance of the dimensions and other information relating to the goods described therein, and Seller shall be entitled to rely on such approval drawings to provide the Goods and Services referenced therein. Buyer hereby assumes any and all responsibility for any inaccurate or incomplete information contained therein. TO THE EXTENT THAT BUYER PROVIDES THE DESIGN AND/OR SPECIFICATIONS FOR ANY GOODS OR SERVICES TO BE PROVIDED OR PERFORMED BY SELLER, BUYER SHALL INDEMNIFY, DEFEND, AND HOLD HARMLESS SELLER AGAINST ALL CLAIMS, SUITS, AND CAUSES OF ACTION AND FROM ALL COSTS, EXPENSES, DAMAGES AND LIABILITIES (INCLUDING BUT NOT LIMITED TO ATTORNEYS' AND CONSULTANTS' FEES) FROM IMPROPER OR DEFECTIVE DESIGN AND FOR ACTUAL OR ALLEGED INFRINGEMENT OF ANY UNITED STATES OR FOREIGN PATENT, COPYRIGHT, TRADEMARK, INTELLECTUAL PROPERTY RIGHTS, OR PROPRIETARY RIGHTS OF THIRD PARTIES BY REASON OF THE USE, SALE, MANUFACTURE, OR DESIGN OF SUCH GOODS AND/OR SERVICES.
14. **Inherent Defects.** To the extent remanufacturing, refurbishment, modernization, and/or modification services are included within the scope of Services identified in a Sales Confirmation or any agreement between Buyer and Seller, any defect in Buyer's equipment to which Seller performs such services that is attributable in whole or in part to engineering, design specifications, latent defects, corrosion, or fatigue that are inherent to and/or present in or on the equipment is not covered by any warranty of Seller, and Seller shall not be liable for any costs, expenses, losses, or damages of any nature whatsoever that are caused in whole or in part by any such defect.
15. **Intellectual Property.** All intellectual property rights in and to the Goods, the Services, and all documents, work product and other materials that are delivered to Buyer under this Agreement or prepared by or on behalf of the Seller in the course of performing the Services (collectively, the "Deliverables") shall be owned by Seller or Seller's licensors. Seller hereby grants Buyer a license to use all Intellectual Property Rights in the Deliverables free of additional charge and on a non-exclusive, non-transferable, non-sublicensable, fully paid-up, royalty-free and perpetual basis to the extent necessary to enable Buyer to make reasonable use of the Goods, Deliverables and the Services while this Agreement remains in effect.
16. **Compliance with Law.** Buyer shall comply with all applicable laws, regulations, and ordinances. Buyer shall maintain in effect all the licenses, permissions, authorizations, consents, and permits that it needs to carry out its obligations under this Agreement. Buyer shall comply with all export and import laws of all countries involved in the sale of the Goods under this Agreement or any resale of the Goods by Buyer. Buyer assumes all responsibility for shipments of Goods requiring any government import clearance. Seller may terminate this Agreement if any governmental authority imposes antidumping or countervailing duties or any other duties or penalties on the Goods.
17. **Subcontractors.** Buyer acknowledges and agrees that Seller may utilize subcontractors to perform any of its obligations under this Agreement.
18. **Termination.** In addition to any remedies that may be provided under these Terms, either party may terminate this Agreement with immediate effect, if such party: (a) fails to pay any amount when due under this Agreement; (b) has not otherwise performed or complied with any of these Terms, in whole or in part, and fails to cure such deficient performance within thirty (30) days' notice from the other party; or (c) becomes insolvent, files a petition for bankruptcy or commences or has commenced against it proceedings relating to bankruptcy, receivership, reorganization, or assignment for the benefit of creditors.
19. **Waiver.** No waiver by Seller of any of the provisions of this Agreement is effective unless explicitly set forth in writing and signed by Seller. No failure to exercise, or delay in exercising, any right, remedy, power, or privilege arising from this Agreement operates or may be construed, as a waiver thereof. No single or partial exercise of any right, remedy, power, or privilege hereunder precludes any other or further exercise thereof or the exercise of any other right, remedy, power, or privilege.
20. **Confidential Information.** All non-public, confidential, or proprietary information of each party, including, but not limited to, specifications, samples, patterns, designs, plans, drawings, documents, data, business operations, customer lists, pricing, discounts, or rebates, disclosed by either party to the other, whether disclosed orally or disclosed or accessed in written, electronic or other form or media, and whether or not marked, designated, or otherwise identified as "confidential," in connection with this Agreement is confidential, solely for the use of performing this Agreement and may not be disclosed or copied unless authorized by an officer of the disclosing party in writing. Upon the disclosing party's request, the recipient of information shall promptly return all documents and other materials received from the other party. This Section shall not apply to information that



INSPECTION SERVICES PROPOSAL

is: (a) in the public domain at the time of the disclosure; (b) known to the recipient at the time of disclosure; or (c) rightfully obtained by the recipient on a non-confidential basis from a third party who was not under an obligation of confidentiality with respect to such information.

21. **Force Majeure.** No party shall be liable or responsible to the other party, or be deemed to have defaulted under or breached this Agreement, for any failure or delay in fulfilling or performing any term of this Agreement (except for any obligations of Buyer to make payments to Seller hereunder), when and to the extent such failure or delay is caused by or results from acts beyond the impacted party's reasonable control, including, without limitation: (a) acts of God; (b) flood, fire, earthquake, pandemics or explosion; (c) war, invasion, hostilities (whether war is declared or not), terrorist threats or acts, riot or other civil unrest; (d) government order, law, or actions; (e) embargoes or blockades in effect on or after the date of this Agreement; (f) national or regional emergency; (g) strikes, labor stoppages or slowdowns, or other industrial disturbances; (h) telecommunication breakdowns, power outages or shortages, lack of warehouse or storage space, inadequate transportation services, or inability or delay in obtaining supplies of adequate or suitable materials; and (i) other similar events beyond the reasonable control of the Impacted Party. The Impacted Party shall give notice within ten (10) days of the Force Majeure Event to the other party. The Impacted Party shall use diligent efforts to end the failure or delay and ensure the effects of such Force Majeure Event are minimized.
22. **Assignment.** Buyer shall not assign any of its rights or delegate any of its obligations under this Agreement without the prior written consent of Seller. Any purported assignment or delegation in violation of this Section is null and void. No assignment or delegation relieves Buyer of any of its obligations under this Agreement.
23. **Relationship of the Parties.** The relationship between the parties is that of independent contractors. Nothing contained in this Agreement shall be construed as creating any agency, partnership, joint venture, or other form of joint enterprise, employment, or fiduciary relationship between the parties, and neither party shall have authority to contract for or bind the other party in any manner whatsoever.
24. **No Third-Party Beneficiaries.** This Agreement is for the sole benefit of the parties hereto and their respective successors and permitted assigns and nothing herein, express or implied, is intended to or shall confer upon any other person or entity any legal or equitable right, benefit, or remedy of any nature whatsoever under or by reason of these Terms.
25. **Governing Law.** All matters arising out of or relating to this Agreement are governed by and construed in accordance with the internal laws of the State of Delaware without giving effect to any choice or conflict of law provision or rule that would cause the application of the laws of any jurisdiction other than those of the State of Delaware.
26. **Submission to Jurisdiction.** Any legal suit, action, or proceeding arising out of or relating to this Agreement shall be instituted in the federal courts of the United States of America or the courts of the State of Delaware in each case located in the City of Wilmington, and each party irrevocably submits to the exclusive jurisdiction of such courts in any such suit, action, or proceeding.
27. **WAIVER OF JURY TRIAL.** EACH PARTY ACKNOWLEDGES AND AGREES THAT ANY CONTROVERSY THAT MAY ARISE UNDER THIS AGREEMENT IS LIKELY TO INVOLVE COMPLICATED AND DIFFICULT ISSUES AND, THEREFORE, EACH SUCH PARTY IRREVOCABLY AND UNCONDITIONALLY WAIVES ANY RIGHT IT MAY HAVE TO A TRIAL BY JURY IN RESPECT OF ANY LEGAL ACTION ARISING OUT OF OR RELATING TO THIS AGREEMENT OR THE TRANSACTIONS CONTEMPLATED HEREBY.
28. **Notices.** All notices, requests, consents, claims, demands, waivers, and other communications hereunder shall be in writing and addressed to the parties at the addresses set forth on the face of the Sales Confirmation. All Notices shall be delivered by personal delivery, nationally recognized overnight courier (with all fees pre-paid), email (with confirmation of transmission), or certified or registered mail (in each case, return receipt requested, postage prepaid). Except as otherwise provided in this Agreement, a Notice is effective only (a) upon receipt of the receiving party, and (b) if the party giving the Notice has complied with the requirements of this Section.
29. **Severability.** If any term or provision of this Agreement is invalid, illegal, or unenforceable in any jurisdiction, such invalidity, illegality, or unenforceability shall not affect any other term or provision of this Agreement or invalidate or render unenforceable such term or provision in any other jurisdiction.
30. **Survival.** Provisions of these Terms which by their nature should apply beyond their terms will remain in force after any termination or expiration of this Agreement including, but not limited to, the following provisions: Warranty Waiver, Limitation of Liability, Insurance, Intellectual Property, Compliance with Laws, Confidential Information, Governing Law, Submission to Jurisdiction, Waiver of Jury Trial, and Survival.
31. **Amendment and Modification.** These Terms may only be amended or modified in a writing stating specifically that it amends these Terms and is signed by an authorized representative of each party.



CITY OF GRIFFIN

P. O. BOX T
GRIFFIN, GA
Attn: **Robert Clark**
678.692.0391
rclark@cityofgriffin.com

Quote # 08072026-2
August 07, 2026

Quote valid through September 06,
2026

LIFT SOLUTIONS HOLDINGS • 5580 Fulton Industrial Blvd, Atlanta, GA 30336

Sales Rep • Roy Peters | 470.226.7726 | RPeters@theliftsolutions.com

WE ARE PLEASED TO OFFER THE FOLLOWING PROPOSAL FOR YOUR REVIEW AND CONSIDERATION

Periodic Annual with Preventative Maintenance Program

Heads Creek Reservoir

Lift Solutions Holdings is pleased to offer you the following services to keep your company OSHA compliant in regards to OSHA 1910.179. It is important to know that even though a Periodic inspection is a great step to improve safety and reliability, if you are not completing a frequent inspection with documentation on a minimum monthly frequency you are out of compliance.

OSHA requires inspections to be completed based on the duty class of your equipment so some heavy use cranes may require a periodic inspection on a quarterly or semi-annual basis. We can help you determine which units require this.

Inspection Labor	\$140.00
Heads Creek Res	
Total Annual Investment	\$140.00

(Anything Outside of Scope of Work Will be Billed at Time and Materials)

Payment Terms: All payments due Net 30 days from invoice date.

Proposal By:
Roy Peters

Accepted By:

Authorized Representative Date

Customer Representative Date



INSPECTION SERVICES PROPOSAL



PERIODIC INSPECTION WITH PREVENTATIVE MAINTENANCE

OBJECTIVE AND DESCRIPTION

The Periodic Inspection has been designed to inspect equipment for deficiencies and deviations as defined in the OSHA safety and health regulations set forth for a periodic inspection.

A Lift Solutions trained and qualified inspector will perform the inspection and give recommendations for repair or replacement.

The inspection interval is defined in OSHA requirements. Frequency is determined taking into account crane usage and operating environment.

SCOPE

The service includes visual inspection, as well as operational and functional tests of the equipment as defined in applicable regulations.

Lift Solutions will inspect mechanical components for maladjustment, excessive wear, cracks, corrosion, improper attachment, improper function, deformations and oil leakages and electrical components for improper function, corrosion, deterioration and improper attachment.

Inspected objects typically include:

- Limit switches, overload protection and other safety devices
- Safety and operational labels, capacity markings
- Hoist brake, motor, coupling and gear
- Rope drum, rope/chain, rope sheaves/chain wheels, hook block, hook, hook latches
- Covers and guards
- Traveling, traversing and rotating machineries
- Mainline disconnect, crane main switch, power supply, electric panels, control devices
- Crane and trolley structures, end trucks, walkways and stairs
- Bumpers, end stops
- Pneumatic or hydraulic systems
- Lubrication points
- Minor adjustments

The following is not included:

- Load test, oil analysis, repairs or replacement of any parts
- Inspection of internal components that require disassembly, such as gear cases, coupling and internal hook block

DELIVERABLES

- Safety Notification delivered to point of contact before equipment is returned to operation, when deemed necessary
- Inspection report that fulfills statutory requirements

CUSTOMER BENEFITS

- Satisfies regulatory requirements helping you stay compliant
- Safety and production risks are documented and recommendations for corrective actions are provided
- Provides recommendations for improving the safety, productivity, application or useful life of the asset



FREQUENT COMPLIANCE INSPECTION

OBJECTIVE AND DESCRIPTION

The Frequent Compliance Inspection has been designed to inspect equipment for deficiencies and deviations as defined in the OSHA safety and health regulations set forth for the frequent compliance inspection.

A Lift Solutions trained and qualified inspector will perform the inspection and give recommendations for repair, replacement or adjustment.

The inspection interval is defined in OSHA requirements. Frequency is determined taking into account crane usage and operating environment.

SCOPE

The service includes visual inspection of safety-critical components, as well as operational and functional tests of the equipment as defined in applicable regulations.

Lift Solutions will inspect mechanical components for improper function, excessive wear, cracks, improper attachment and oil leakages; and electrical components for improper function and improper attachment.

Inspected objects typically include visual inspection of:

- Limit switches, overload protection and other safety devices
- Safety labels, capacity markings
- Hoist brake, motor, coupling and gear
- Rope drum, rope/chain, rope sheaves/chain wheels, hook block, hook, hook latches

The following is not included:

- Lubrications, adjustments, load test, oil analysis, repairs or replacement of any parts
- Inspection of internal components that require disassembly, such as gear cases, coupling and internal hook block

DELIVERABLES

- Safety Notification delivered to point of contact before equipment is returned to operation, when deemed necessary
- Inspection report that fulfills statutory requirements
- Monthly certification record for hook and wire rope or load chain

CUSTOMER BENEFITS

- Satisfies regulatory requirements helping you stay compliant
- Safety and production risks are documented and recommendations for corrective actions are provided
- Provides recommendations for improving the safety, productivity, application or useful life of the asset



OSHA COMPLIANCE REQUIREMENTS

Frequent Inspection	Required. Visual inspection: The items list in 1910.179(j)(2) shall be inspected for defects at intervals defined in 1910.179(j)(1)(ii), specifically indicating, including observations during exposure for any defects which might appear between regular inspections. All deficiencies such as listed shall be carefully examined and determination made as to whether they constitute a safety hazard.	Designated (trained). All inspections shall be performed by a designated person. Any deficiencies identified shall be examined by and determination made by a qualified person as to whether they constitute a hazard and if more detailed inspection is required ASME B30.2-1.1(d).	Required. Hooks w/ deformation or cracks monthly 1910.179(j)(2)(iii). Hoist chains monthly inspection 1910.179(j)(2)(iv). A thorough inspection of all ropes shall be made at least once a month and certification record that includes the date of the inspection and an identifier for the ropes that were inspected 1910.179(m)(1).
Periodic Inspection	Required. Complete inspections of the crane should be performed at intervals generally defined in paragraph 1910.179(j)(1)(ii)(b) depending upon its activity, severity of service environment or specifically indicated in this section. These inspections shall include the requirements of frequent inspection 1910.179(j)(2)(ii) and in addition the items listed in 1910.179(j)(3). Any deficiencies such as listed shall be carefully examined and determination made as to whether they constitute a safety hazard.	Designated (trained). All inspections shall be performed by a designated person. Any deficiencies identified shall be examined by and determination made by a qualified person as to whether they constitute a hazard and if more detailed inspection is required ASME B30.2-1.1(d). In addition CMAA Spec 78-2.2 requires 2000 field hours and formal training every two years.	Required. Dated records shall be made of apparent external conditions found in ASME B30.2-1.5(c) to provide a basis for a continuing evaluation and kept on file. ASME B30.2-1.5(e).
Preventative Maintenance	Required. A preventive maintenance program based on OEM Recommendation. 1910.179(l)(1).	Designated (trained). CMAA Spec 78 requires training of persons working on cranes.	Required. Dated records should be placed on file. ASME B30.2-4.4.
Repairs and Adjustments	Required. Any unsafe conditions disclosed by the inspection requirements of paragraph 1910.179(j) of this section shall be corrected before operation of the crane is resumed. Adjustments and repairs shall be done only by designated personnel.	Designated (trained). ASME B30-4.2.4(b). CMAA Spec 78 requires training of persons working on cranes.	Required. Dated records should be kept on file. ASME B30.2-4.4.
Operator Training	Required. Designated means selected or assigned by the employer or employer representative as being qualified to perform specific duties. Crane operator training shall be provided to promote proficient performance of crane operator in conformance with the provisions of this volume. ASME B30.2-3.1.1.	Designated (trained). Crane operator training shall be provided to promote proficient performance of crane operator in conformance with the provisions of this volume. ASME B30.2-3.1.1.	Required. Issue a certificate or formal record that verifies the person has been trained and has passed examination required in ASME B30.2-3.3.3(c), or confirm that the person has a valid certificate or formal record that satisfies the requirements ASME B30.2-3.3(d).



Terms and Conditions for the Sale of Goods and Services

1. Applicability.

- These terms and conditions of sale (these "Terms") are the only terms that govern the sale of the goods ("Goods") and services ("Services") by Lift Solutions Holdings, LLC and its subsidiaries ("Seller") to the buyer named for these Terms ("Buyer").
- The accompanying quotation/service agreement/purchase order/order acknowledgement (the "Sales Confirmation") and these Terms (collectively, this "Agreement") comprise the entire agreement between the parties and supersede all prior or contemporaneous understandings, agreements, negotiations, representations and warranties, and communications, both written and oral. These Terms prevail over any of Buyer's general terms and conditions of purchase or other terms and conditions on any purchase order, payment enclosure or other writing regardless of whether or when Buyer has submitted its purchase order or such terms. Fulfillment of Buyer's order does not constitute acceptance of any of Buyer's terms and conditions and does not serve to modify or amend these Terms. Once a Sales Confirmation has been provided, Buyer may not cancel or modify any order without the written consent of Seller.
- Notwithstanding anything to the contrary contained in this Agreement, Seller may, from time to time change the Services without the consent of Buyer provided that such changes do not materially affect the nature or scope of the Services, or the fees or any performance dates set forth in the Sales Confirmation.

2. Delivery of Goods and Performance of Services.

- The Goods will be delivered within a reasonable time after the receipt of Buyer's purchase order, and subject to availability of finished Goods. Seller shall not be liable for any delays, loss, or damage in transit of any sort.
- Unless otherwise agreed in writing by the parties, Seller shall deliver the Goods to the delivery point indicated on the purchase order (the "Delivery Point") using Seller's standard methods for packaging and shipping such Goods. Unless otherwise agreed to by the parties in writing, Buyer shall be responsible for all loading costs and provide equipment and labor reasonably suited for receipt of the Goods or Services at the Delivery Point and will unload and release all transportation equipment promptly, so Seller incurs no demurrage or other expense. Buyer shall be solely liable for any demurrage or other expenses as a result of delays in the unloading of the Goods or releasing of all transportation equipment.
- Seller may, in its sole discretion, without liability or penalty, make partial shipments of Goods to Buyer. Each shipment will constitute a separate sale, and Buyer shall pay for the units shipped whether such shipment is in whole or partial fulfillment of Buyer's purchase order.
- Seller shall use reasonable efforts to meet any performance dates to render the Services specified in the Sales Confirmation, and any such dates shall be estimates only.
- With respect to the Services, Buyer shall (i) cooperate with Seller in all matters relating to the Services and provide such access to Buyer's premises, and such office accommodation and other facilities as may reasonably be requested by Seller, for the purposes of performing the Services; (ii) respond promptly to any Seller request to provide direction, information, approvals, authorizations, or decisions that are reasonably necessary for Seller to perform Services in accordance with the requirements of this Agreement; (iii) provide such customer materials or information as Seller may reasonably request to carry out the Services in a timely manner and ensure that such customer materials or information are complete and accurate in all material respects; and (iv) obtain and maintain all necessary licenses and consents and comply with all applicable laws in relation to the Services before the date on which the Services are to start.
- To the extent any of the Services are performed on Buyer's premises, Buyer shall be responsible for the safety and protection of Seller and its persons and property while providing the Services thereon. Buyer shall notify Seller of any hazardous or dangerous conditions which exist in Customer's premises immediately upon discovery.

3. Shipping Terms.

Delivery of the Goods shall be made in accordance with the shipping terms on the face of the Sales Confirmation.

4. Title and Risk of Loss.

Title and risk of loss pass to Buyer upon delivery of the Goods at the Delivery Point. As collateral security for the payment of the purchase price of the Goods, Buyer hereby grants to Seller a lien on and security interest in and to all of the right, title, and interest of Buyer in, to, and under the Goods, wherever located, and whether now existing or hereafter arising or acquired from time to time, and in all accessions thereto and replacements or modifications thereof, as well as all proceeds (including insurance proceeds) of the foregoing. The security interest granted under this provision constitutes a purchase money security interest under the Delaware Uniform Commercial Code.

- ### 5. Buyer's Acts or Omissions and Site Conditions.
- If Seller's performance of its obligations under this Agreement is prevented or delayed by any act or omission of Buyer or its agents, subcontractors, consultants, or employees, Seller shall not be deemed in breach of its obligations under this Agreement or otherwise liable for any costs, charges, or losses sustained or incurred by Buyer, in each case, to the extent arising directly or indirectly from such prevention or delay. Buyer warrants that the site where Goods are to be delivered and/or installed and/or where Services are to be performed shall be ready and adequate for Seller's delivery and/or installation of the Goods and/or performance of Services. Buyer's obligations in this regard include but are not limited to the removal of all obstructions and institution of adequate safety measures to protect Seller's property, employees, agents and contractors. Buyer shall be responsible for all costs and expenses associated with Seller's delay and/or inability to deliver and/or install the Goods or perform any Services related to Buyer's failure to comply with this Section 5. Seller in no way warrants the sufficiency of the site, in whole or in part, where the Services are performed and/or Goods are to be delivered, installed and/or used.

**6. Inspection and Rejection of Nonconforming Goods or Services.**

- Buyer shall inspect the Goods or Services within five (5) days of receipt and all Services performed within five (5) days of completion ("Inspection Period"). Buyer will be deemed to have accepted the Goods and or the Services unless it notifies Seller in writing of any Nonconforming Goods or Non-Conforming Services during the Inspection Period and furnishes such written evidence or other documentation as reasonably required by Seller. "Nonconforming Goods" means only the following: (i) product shipped is different than identified in Buyer's purchase order; or (ii) product's label or packaging incorrectly identifies its contents. "Nonconforming Services" means that the Services did not comply with any written specifications (if applicable) in the Sales Confirmation.
- If Buyer timely notifies Seller of any Nonconforming Goods or Nonconforming Services, Seller shall, in its sole discretion, (i) replace such Nonconforming Goods with conforming Goods or repair the Nonconforming Services, or (ii) credit or refund the Price for such Nonconforming Goods or Nonconforming Services, together with any reasonable shipping and handling expenses incurred by Buyer in connection therewith. In the case of Nonconforming Goods, Buyer shall ship, at its expense and risk of loss, the Nonconforming Goods to Seller's facility. If Seller exercises its option to replace Nonconforming Goods, Seller shall, after receiving Buyer's shipment of Nonconforming Goods, ship to Buyer, at Buyer's expense and risk of loss, the replaced Goods to the Delivery Point.
- Buyer acknowledges and agrees that the remedies set forth in Section 6(b) are Buyer's exclusive remedies for the delivery of Nonconforming Goods and Nonconforming Services. Except as provided under Section 6(b), all sales of Goods and Services provided to Buyer are made on a one-way basis and Buyer has no right to return Goods or Services purchased under this Agreement to Seller.

7. Price.

- Buyer shall purchase the Goods and Services from Seller at the prices (the "Prices") set forth in the Sales Confirmation. Prices quoted by Seller shall remain firm for a period of thirty (30) days from the date of a Quotation; provided, however, that Seller reserves the right, at any time prior to the acceptance of a Quotation by Buyer to adjust said prices by providing written notice to Buyer regarding any such adjustment.
- Buyer agrees to reimburse Seller for all reasonable travel and out-of-pocket expenses incurred by Seller in connection with the performance of the Services.
- All Prices are exclusive of all sales, use, and excise taxes, and any other similar taxes, duties, and charges of any kind imposed by any Governmental Authority on any amounts payable by Buyer. Buyer shall be responsible for all such charges, costs, and taxes; provided, that, Buyer shall not be responsible for any taxes imposed on, or with respect to, Seller's income, revenues, gross receipts, personal or real property, or other assets.

8. Payment Terms.

- Buyer shall pay all invoiced amounts due to Seller within thirty (30) days from the date of Seller's invoice, unless deviations to these standard terms have been previously agreed to in writing by the parties.
- In the event the contract is terminated or suspended for any reason other than Seller's material default, Buyer shall pay Seller for all work performed, materials procured, and costs incurred up to the date of termination, including a reasonable margin on work in process. Buyer acknowledges that all Goods produced under this Agreement are custom-engineered for Buyer and have no alternative use to Seller without significant rework or loss of value.
- Buyer shall reimburse Seller for all costs incurred in collecting any late payments, including, without limitation, attorneys' fees. In addition to all other remedies available under these Terms or at law (which Seller does not waive by the exercise of any rights hereunder), Seller shall be entitled to suspend the delivery of any Goods or performance of any Services and stop Goods in transit if Buyer fails to pay any amounts when due hereunder and such failure continues for fourteen (14) days following written notice thereof.
- Buyer shall not withhold payment of any amounts due and payable by reason of any set-off of any claim or dispute with Seller, whether relating to Seller's breach, bankruptcy, or otherwise.

9. Limited Warranty & Waiver.

- Seller warrants to Buyer that for a period of twelve (12) months from the date of shipment (the "Warranty Period") all Goods will materially conform to Seller's specifications and will be free from material defects in material and workmanship (the "Goods Warranty").
- The foregoing Goods Warranty shall not apply to: (a) any Goods, or parts or components thereof, that have been used or operated prior to being sold to Buyer ("Used Goods") or (b) Goods manufactured by a third party, including parts or components thereof ("Third-Party Goods"). Seller will use commercially reasonable efforts to pass through any warranties provided by the manufacturer for such Third-Party Goods to Buyer. For the avoidance of doubt, SELLER MAKES NO REPRESENTATION OR WARRANTIES WITH RESPECT TO ANY USED GOODS OR THIRD-PARTY GOODS, INCLUDING ANY (a) WARRANTY OF MERCHANTABILITY; (b) WARRANTY OF FITNESS FOR A PARTICULAR PURPOSE; (c) WARRANTY OF TITLE; OR (d) WARRANTY AGAINST INFRINGEMENT OF INTELLECTUAL PROPERTY RIGHTS OF A THIRD PARTY; WHETHER EXPRESS OR IMPLIED, BY LAW, COURSE OF DEALING, USAGE, TRADE OR OTHERWISE, AND ALL SUCH REPRESENTATIONS AND WARRANTIES ARE HEREBY EXPRESSLY DISCLAIMED.
- EXCEPT AS EXPRESSLY PROVIDED HEREIN, ALL GOODS AND SERVICES (INCLUDING BUT NOT LIMITED TO ANY INSPECTION SERVICES) ARE PURCHASED BY BUYER "AS IS" AND "WITH ALL FAULTS." SELLER MAKES NO WARRANTIES WHATSOEVER WITH RESPECT TO THE GOODS OR THE SERVICES, INCLUDING ANY (a) WARRANTY THAT THE SERVICES WILL BE ACCURATE, COMPLETE OR ERROR FREE OR WILL ACHIEVE ANY PARTICULAR RESULTS; (b) WARRANTY OF MERCHANTABILITY; OR (c) WARRANTY OF FITNESS FOR A PARTICULAR PURPOSE; OR (d) WARRANTY OF TITLE; OR (e) WARRANTY AGAINST INFRINGEMENT OF INTELLECTUAL PROPERTY RIGHTS OF A THIRD PARTY; WHETHER EXPRESS OR IMPLIED BY LAW, COURSE OF DEALING, COURSE OF PERFORMANCE, USAGE OF TRADE, OR OTHERWISE. ALL EXPRESS WARRANTIES PROVIDED

BY SELLER (IF ANY) ARE LIMITED TO AND ONLY FOR THE BENEFIT OF BUYER AND ARE NOT TRANSFERABLE OR ASSIGNABLE BY BUYER WITHOUT THE PRIOR WRITTEN CONSENT OF SELLER.

- The Seller shall not be liable for a breach of the Goods Warranty unless: (i) Buyer gives written notice of the defect, reasonably described, to Seller within ten (10) days of the time when Buyer discovers or ought to have discovered the defect; (ii) Seller is given a reasonable opportunity after receiving the notice to examine such Goods and Buyer (if requested to do so by Seller) returns such Goods to Seller's place of business at Seller's cost for the examination to take place there; and (iii) Seller reasonably verifies Buyer's claim that the Goods are defective. Additionally, the Seller shall not be liable for a breach of the Goods Warranty if: (i) Buyer makes any further use of such Goods after giving such notice; (ii) the defect arises because Buyer failed to follow Seller's oral or written instructions as to the storage, installation, commissioning, use or maintenance of the Goods; or (iii) Buyer alters or repairs such Goods without the prior written consent of Seller.
- During the Warranty Period, and subject to the limitations included in this Section 9 and in Section 10 below, with respect to any Goods during the Warranty Period, Seller shall, in its sole discretion, either: (i) repair or replace such Goods or (ii) credit or refund the price of such Goods at the contracted rate. THE REMEDIES SET FORTH IN THIS SECTION 9(E) SHALL BE THE BUYER'S SOLE AND EXCLUSIVE REMEDY AND SELLER'S ENTIRE LIABILITY FOR ANY BREACH OF THE GOODS WARRANTY.

10. Limitation of Liability, Indemnification, Waiver.

To the maximum extent permitted by applicable law:

- IN NO EVENT SHALL SELLER BE LIABLE TO BUYER OR ANY THIRD PARTY FOR ANY LOSS OF USE, REVENUE OR PROFIT OR LOSS OF DATA OR DIMINUTION IN VALUE, OR FOR ANY CONSEQUENTIAL, INDIRECT, INCIDENTAL, SPECIAL, EXEMPLARY, LIQUIDATED OR PUNITIVE DAMAGES WHETHER ARISING OUT OF BREACH OF CONTRACT, TORT (INCLUDING BUT NOT LIMITED TO NEGLIGENCE AND PRODUCT LIABILITY), OR OTHERWISE, REGARDLESS OF WHETHER SUCH DAMAGES WERE FORESEEABLE AND WHETHER OR NOT SELLER HAS BEEN ADVISED OF THE POSSIBILITY OF SUCH DAMAGES, AND NOTWITHSTANDING THE FAILURE OF ANY AGREED OR OTHER REMEDY OF ITS ESSENTIAL PURPOSE.
- IN NO EVENT SHALL SELLER'S AGGREGATE LIABILITY ARISING OUT OF OR RELATED TO THIS AGREEMENT, WHETHER ARISING OUT OF OR RELATED TO BREACH OF CONTRACT, TORT (INCLUDING BUT NOT LIMITED TO NEGLIGENCE AND PRODUCT LIABILITY), OR OTHERWISE, EXCEED THE TOTAL OF THE AMOUNTS PAID TO SELLER FOR THE GOODS AND SERVICES SOLD HEREUNDER IN THE PREVIOUS SIX (6) MONTHS or \$50,000, WHICHEVER IS LESS. BUYER HEREBY EXPRESSLY WAIVES ITS RIGHT TO ASSERT A CLAIM OR DEFENSE FOR RECOUPMENT AND/OR SETOFF, EQUITABLE OR OTHERWISE, WHEN BUYER'S UNDERLYING CLAIM WOULD BE BARRED BY THE APPLICABLE STATUTE OF LIMITATIONS PERIOD.
- SELLER SHALL NOT BE LIABLE FOR AND BUYER SHALL RELEASE, INDEMNIFY, DEFEND AND HOLD HARMLESS SELLER AND ANY ENTITY AFFILIATED IN ANY WAY THEREWITH FROM ANY CLAIMS, DEMANDS, DAMAGES (REGARDLESS OF THEIR TYPE, INCLUDING, BUT NOT LIMITED TO DIRECT, INDIRECT, CONSEQUENTIAL, INCIDENTAL, PUNITIVE OR SPECIAL), LIABILITIES, LOSSES AND EXPENSES (WHETHER KNOWN OR UNKNOWN, PRESENT OR FUTURE), AND ANY AND ALL LIABILITY, OF AND FROM ANY AND ALL MANNER OF SUITS, ACTIONS OR CAUSE(S) OF ACTION (INCLUDING BUT NOT LIMITED TO SUITS FOR CONTRIBUTION AND/OR INDEMNITY AND ALL SUITS IN LAW, IN EQUITY, OR UNDER STATUTE, OF WHATEVER KIND OR NATURE) ON ACCOUNT OF OR IN ANY WAY ARISING OUT OF ACTS OR OMISSIONS OF BUYER, ITS AGENTS, CONTRACTORS, EMPLOYEES OR ANY PERSON UNDER THEIR CONTROL (OTHER THAN SELLER) OR RELATING IN ANY WAY TO GOODS AND SERVICES PROVIDED UNDER A QUOTATION, A PURCHASE ORDER OR ANY OTHER AGREEMENT BETWEEN BUYER AND SELLER OR THE GOODS OR EQUIPMENT RELATED THERETO, INCLUDING, BUT NOT LIMITED TO BUYER'S USE, INSTALLATION, INCORPORATION OR SELECTION THEREOF. BUYER HEREBY WAIVES ANY IMMUNITY OR DEFENSE UNDER APPLICABLE WORKERS' COMPENSATION LAWS OR OTHER LAWS THAT WOULD OTHERWISE LIMIT BUYER'S OBLIGATIONS HEREUNDER.

11. Insurance.

During the term of this Agreement Buyer shall, at its own expense, maintain and carry insurance in full force and effect which includes, but is not limited to, commercial general liability (including Products and Completed Operations liability) in a sum no less than \$2,000,000 per occurrence with financially sound and reputable insurers, and shall name Seller as an Additional Insured on its commercial general liability policy. Such coverage shall be written on a primary and non-contributory basis. Upon Seller's request, Buyer shall provide Seller with a certificate of insurance from Buyer's insurer evidencing the insurance coverage specified in these Terms. Buyer shall provide Seller with thirty (30) days' advance written notice in the event of a cancellation or material change in Buyer's insurance policy. Except where prohibited by law, Buyer shall require its insurer to waive all rights of subrogation against Seller's insurers and Seller.

12. Inspection Services Disclaimer.

- At the request of Buyer, the scope of any equipment (or component) inspection performed by Seller is limited exclusively to a search for readily observable defects apparent on the equipment and on those equipment component parts identified in the inspection scope accompanying a Sales Confirmation or other agreement that are safely and conveniently accessible to the inspecting personnel. Seller shall not dismantle the equipment or the equipment components to be inspected, nor shall it use any other means to inspect and detect latent or non-observable defective conditions in the equipment or its components. Notwithstanding the performance of this inspection and regardless of any representation made in any report to the contrary, Buyer acknowledges and agrees that: (i) latent or non-observable defects may exist or develop on or in the subject equipment or its components on or following the moment of inspection and Buyer is hereby notified of the potential existence thereof; and (ii) the use of equipment possessing any defect, including latent or non-observable defects, may result in catastrophic equipment failure potentially causing damage to property or injury or death to persons in, on or around the subject equipment.
- The conditions identified during the equipment (or component) inspection and reported by Seller orally or in writing are representative of the condition of the subject equipment and its components as they appeared during the inspection. These conditions can and will change immediately following inspection due to the use or non-use of the subject equipment (and its components). The information provided to Buyer



INSPECTION SERVICES PROPOSAL

as a result of and following an inspection does not reflect any changes in the condition of the subject equipment and/or its components following inspection by Seller and Buyer retains and/or assumes all risk for such changes in condition. Buyer is hereby notified and acknowledges and agrees that delivery by email or other electronic means of any report prepared by Seller setting forth the results of an inspection constitutes delivery to and acknowledgment of receipt by Buyer of such report.

- The decision following an inspection concerning whether or not to repair or replace the equipment or any deficient component of the subject equipment lies exclusively with Buyer. By completing the inspection and preparing the inspection report, Seller expressly recommends that Buyer authorize the repair and/or replacement of the equipment or any component identified during the inspection or listed in the report derived therefrom as deficient in any manner or degree prior to operating the subject equipment. Seller hereby notifies Buyer that any inspection report may contain information regarding deficient equipment and/or components thereof that require the immediate attention of Buyer and that any failure to repair and/or replace such deficient equipment and components thereof may result in catastrophic equipment failure causing damage to property or injury or death to persons in, on or around the subject equipment.
- SELLER IS NOT LIABLE FOR CLAIMS, DEMANDS, DAMAGES, OR LIABILITY ARISING FROM (I) CAUSES OUTSIDE THE SCOPE OF THE INSPECTION AS IDENTIFIED IN SECTION 12.A., (II) ANY CONDITION THAT OCCURS FOLLOWING THE INSPECTION AS IDENTIFIED IN SECTION 12.B., (III) FAILURE OF BUYER TO REPAIR OR REPLACE ANY EQUIPMENT OR COMPONENT AS IDENTIFIED IN SECTION 12.C., OR (IV) FLAWS THAT ARE NOT DETECTABLE BY OR WHOSE DETECTION IS LIMITED WHEN UTILIZING THE INSPECTION METHODS DESCRIBED IN SECTION 12.

13. **Approval Drawings.** Approval drawings, if provided to Buyer by Seller and either signed by a representative of Buyer with apparent authority to do so or not objected to by Buyer in writing within a reasonable time shall constitute exclusive proof regarding Buyer's verification and acceptance of the dimensions and other information relating to the goods described therein, and Seller shall be entitled to rely on such approval drawings to provide the Goods and Services referenced therein. Buyer hereby assumes any and all responsibility for any inaccurate or incomplete information contained therein. TO THE EXTENT THAT BUYER PROVIDES THE DESIGN AND/OR SPECIFICATIONS FOR ANY GOODS OR SERVICES TO BE PROVIDED OR PERFORMED BY SELLER, BUYER SHALL INDEMNIFY, DEFEND, AND HOLD HARMLESS SELLER AGAINST ALL CLAIMS, SUITS, AND CAUSES OF ACTION AND FROM ALL COSTS, EXPENSES, DAMAGES AND LIABILITIES (INCLUDING BUT NOT LIMITED TO ATTORNEYS' AND CONSULTANTS' FEES) FROM IMPROPER OR DEFECTIVE DESIGN AND FOR ACTUAL OR ALLEGED INFRINGEMENT OF ANY UNITED STATES OR FOREIGN PATENT, COPYRIGHT, TRADEMARK, INTELLECTUAL PROPERTY RIGHTS, OR PROPRIETARY RIGHTS OF THIRD PARTIES BY REASON OF THE USE, SALE, MANUFACTURE, OR DESIGN OF SUCH GOODS AND/OR SERVICES.
14. **Inherent Defects.** To the extent remanufacturing, refurbishment, modernization, and/or modification services are included within the scope of Services identified in a Sales Confirmation or any agreement between Buyer and Seller, any defect in Buyer's equipment to which Seller performs such services that is attributable in whole or in part to engineering, design specifications, latent defects, corrosion, or fatigue that are inherent to and/or present in or on the equipment is not covered by any warranty of Seller, and Seller shall not be liable for any costs, expenses, losses, or damages of any nature whatsoever that are caused in whole or in part by any such defect.
15. **Intellectual Property.** All intellectual property rights in and to the Goods, the Services, and all documents, work product and other materials that are delivered to Buyer under this Agreement or prepared by or on behalf of the Seller in the course of performing the Services (collectively, the "Deliverables") shall be owned by Seller or Seller's licensors. Seller hereby grants Buyer a license to use all Intellectual Property Rights in the Deliverables free of additional charge and on a non-exclusive, non-transferable, non-sublicensable, fully paid-up, royalty-free and perpetual basis to the extent necessary to enable Buyer to make reasonable use of the Goods, Deliverables and the Services while this Agreement remains in effect.
16. **Compliance with Law.** Buyer shall comply with all applicable laws, regulations, and ordinances. Buyer shall maintain in effect all the licenses, permissions, authorizations, consents, and permits that it needs to carry out its obligations under this Agreement. Buyer shall comply with all export and import laws of all countries involved in the sale of the Goods under this Agreement or any resale of the Goods by Buyer. Buyer assumes all responsibility for shipments of Goods requiring any government import clearance. Seller may terminate this Agreement if any governmental authority imposes antidumping or countervailing duties or any other duties or penalties on the Goods.
17. **Subcontractors.** Buyer acknowledges and agrees that Seller may utilize subcontractors to perform any of its obligations under this Agreement.
18. **Termination.** In addition to any remedies that may be provided under these Terms, either party may terminate this Agreement with immediate effect, if such party: (a) fails to pay any amount when due under this Agreement; (b) has not otherwise performed or complied with any of these Terms, in whole or in part, and fails to cure such deficient performance within thirty (30) days' notice from the other party; or (c) becomes insolvent, files a petition for bankruptcy or commences or has commenced against it proceedings relating to bankruptcy, receivership, reorganization, or assignment for the benefit of creditors.
19. **Waiver.** No waiver by Seller of any of the provisions of this Agreement is effective unless explicitly set forth in writing and signed by Seller. No failure to exercise, or delay in exercising, any right, remedy, power, or privilege arising from this Agreement operates or may be construed, as a waiver thereof. No single or partial exercise of any right, remedy, power, or privilege hereunder precludes any other or further exercise thereof or the exercise of any other right, remedy, power, or privilege.
20. **Confidential Information.** All non-public, confidential, or proprietary information of each party, including, but not limited to, specifications, samples, patterns, designs, plans, drawings, documents, data, business operations, customer lists, pricing, discounts, or rebates, disclosed by either party to the other, whether disclosed orally or disclosed or accessed in written, electronic or other form or media, and whether or not marked, designated, or otherwise identified as "confidential," in connection with this Agreement is confidential, solely for the use of performing this Agreement and may not be disclosed or copied unless authorized by an officer of the disclosing party in writing. Upon the disclosing party's request, the recipient of information shall promptly return all documents and other materials received from the other party. This Section shall not apply to information that



INSPECTION SERVICES PROPOSAL

is: (a) in the public domain at the time of the disclosure; (b) known to the recipient at the time of disclosure; or (c) rightfully obtained by the recipient on a non-confidential basis from a third party who was not under an obligation of confidentiality with respect to such information.

21. **Force Majeure.** No party shall be liable or responsible to the other party, or be deemed to have defaulted under or breached this Agreement, for any failure or delay in fulfilling or performing any term of this Agreement (except for any obligations of Buyer to make payments to Seller hereunder), when and to the extent such failure or delay is caused by or results from acts beyond the impacted party's reasonable control, including, without limitation: (a) acts of God; (b) flood, fire, earthquake, pandemics or explosion; (c) war, invasion, hostilities (whether war is declared or not), terrorist threats or acts, riot or other civil unrest; (d) government order, law, or actions; (e) embargoes or blockades in effect on or after the date of this Agreement; (f) national or regional emergency; (g) strikes, labor stoppages or slowdowns, or other industrial disturbances; (h) telecommunication breakdowns, power outages or shortages, lack of warehouse or storage space, inadequate transportation services, or inability or delay in obtaining supplies of adequate or suitable materials; and (i) other similar events beyond the reasonable control of the Impacted Party. The Impacted Party shall give notice within ten (10) days of the Force Majeure Event to the other party. The Impacted Party shall use diligent efforts to end the failure or delay and ensure the effects of such Force Majeure Event are minimized.
22. **Assignment.** Buyer shall not assign any of its rights or delegate any of its obligations under this Agreement without the prior written consent of Seller. Any purported assignment or delegation in violation of this Section is null and void. No assignment or delegation relieves Buyer of any of its obligations under this Agreement.
23. **Relationship of the Parties.** The relationship between the parties is that of independent contractors. Nothing contained in this Agreement shall be construed as creating any agency, partnership, joint venture, or other form of joint enterprise, employment, or fiduciary relationship between the parties, and neither party shall have authority to contract for or bind the other party in any manner whatsoever.
24. **No Third-Party Beneficiaries.** This Agreement is for the sole benefit of the parties hereto and their respective successors and permitted assigns and nothing herein, express or implied, is intended to or shall confer upon any other person or entity any legal or equitable right, benefit, or remedy of any nature whatsoever under or by reason of these Terms.
25. **Governing Law.** All matters arising out of or relating to this Agreement are governed by and construed in accordance with the internal laws of the State of Delaware without giving effect to any choice or conflict of law provision or rule that would cause the application of the laws of any jurisdiction other than those of the State of Delaware.
26. **Submission to Jurisdiction.** Any legal suit, action, or proceeding arising out of or relating to this Agreement shall be instituted in the federal courts of the United States of America or the courts of the State of Delaware in each case located in the City of Wilmington, and each party irrevocably submits to the exclusive jurisdiction of such courts in any such suit, action, or proceeding.
27. **WAIVER OF JURY TRIAL.** EACH PARTY ACKNOWLEDGES AND AGREES THAT ANY CONTROVERSY THAT MAY ARISE UNDER THIS AGREEMENT IS LIKELY TO INVOLVE COMPLICATED AND DIFFICULT ISSUES AND, THEREFORE, EACH SUCH PARTY IRREVOCABLY AND UNCONDITIONALLY WAIVES ANY RIGHT IT MAY HAVE TO A TRIAL BY JURY IN RESPECT OF ANY LEGAL ACTION ARISING OUT OF OR RELATING TO THIS AGREEMENT OR THE TRANSACTIONS CONTEMPLATED HEREBY.
28. **Notices.** All notices, requests, consents, claims, demands, waivers, and other communications hereunder shall be in writing and addressed to the parties at the addresses set forth on the face of the Sales Confirmation. All Notices shall be delivered by personal delivery, nationally recognized overnight courier (with all fees pre-paid), email (with confirmation of transmission), or certified or registered mail (in each case, return receipt requested, postage prepaid). Except as otherwise provided in this Agreement, a Notice is effective only (a) upon receipt of the receiving party, and (b) if the party giving the Notice has complied with the requirements of this Section.
29. **Severability.** If any term or provision of this Agreement is invalid, illegal, or unenforceable in any jurisdiction, such invalidity, illegality, or unenforceability shall not affect any other term or provision of this Agreement or invalidate or render unenforceable such term or provision in any other jurisdiction.
30. **Survival.** Provisions of these Terms which by their nature should apply beyond their terms will remain in force after any termination or expiration of this Agreement including, but not limited to, the following provisions: Warranty Waiver, Limitation of Liability, Insurance, Intellectual Property, Compliance with Laws, Confidential Information, Governing Law, Submission to Jurisdiction, Waiver of Jury Trial, and Survival.
31. **Amendment and Modification.** These Terms may only be amended or modified in a writing stating specifically that it amends these Terms and is signed by an authorized representative of each party.



CITY OF GRIFFIN

P. O. BOX T
GRIFFIN, GA
Attn: **Robert Clark**
678.692.0391
rclark@cityofgriffin.com

Quote # 08072026-5
August 07, 2026

Quote valid through September 06,
2026

LIFT SOLUTIONS HOLDINGS • 5580 Fulton Industrial Blvd, Atlanta, GA 30336

Sales Rep • Roy Peters | 470.226.7726 | RPeters@theliftsolutions.com

WE ARE PLEASED TO OFFER THE FOLLOWING PROPOSAL FOR YOUR REVIEW AND CONSIDERATION

Periodic Annual with Preventative Maintenance Program

BDK DAF

Lift Solutions Holdings is pleased to offer you the following services to keep your company OSHA compliant in regards to OSHA 1910.179. It is important to know that even though a Periodic inspection is a great step to improve safety and reliability, if you are not completing a frequent inspection with documentation on a minimum monthly frequency you are out of compliance.

OSHA requires inspections to be completed based on the duty class of your equipment so some heavy use cranes may require a periodic inspection on a quarterly or semi-annual basis. We can help you determine which units require this.

Inspection Labor \$140.00
BDK DAF

Total Annual Investment \$140.00

(Anything Outside of Scope of Work Will be Billed at Time and Materials)

Payment Terms: All payments due Net 30 days from invoice date.

Proposal By:
Roy Peters

Accepted By:

Authorized Representative Date

Customer Representative Date



INSPECTION SERVICES PROPOSAL



PERIODIC INSPECTION WITH PREVENTATIVE MAINTENANCE

OBJECTIVE AND DESCRIPTION

The Periodic Inspection has been designed to inspect equipment for deficiencies and deviations as defined in the OSHA safety and health regulations set forth for a periodic inspection.

A Lift Solutions trained and qualified inspector will perform the inspection and give recommendations for repair or replacement.

The inspection interval is defined in OSHA requirements. Frequency is determined taking into account crane usage and operating environment.

SCOPE

The service includes visual inspection, as well as operational and functional tests of the equipment as defined in applicable regulations.

Lift Solutions will inspect mechanical components for maladjustment, excessive wear, cracks, corrosion, improper attachment, improper function, deformations and oil leakages and electrical components for improper function, corrosion, deterioration and improper attachment.

Inspected objects typically include:

- Limit switches, overload protection and other safety devices
- Safety and operational labels, capacity markings
- Hoist brake, motor, coupling and gear
- Rope drum, rope/chain, rope sheaves/chain wheels, hook block, hook, hook latches
- Covers and guards
- Traveling, traversing and rotating machineries
- Mainline disconnect, crane main switch, power supply, electric panels, control devices
- Crane and trolley structures, end trucks, walkways and stairs
- Bumpers, end stops
- Pneumatic or hydraulic systems
- Lubrication points
- Minor adjustments

The following is not included:

- Load test, oil analysis, repairs or replacement of any parts
- Inspection of internal components that require disassembly, such as gear cases, coupling and internal hook block

DELIVERABLES

- Safety Notification delivered to point of contact before equipment is returned to operation, when deemed necessary
- Inspection report that fulfills statutory requirements

CUSTOMER BENEFITS

- Satisfies regulatory requirements helping you stay compliant
- Safety and production risks are documented and recommendations for corrective actions are provided
- Provides recommendations for improving the safety, productivity, application or useful life of the asset



FREQUENT COMPLIANCE INSPECTION

OBJECTIVE AND DESCRIPTION

The Frequent Compliance Inspection has been designed to inspect equipment for deficiencies and deviations as defined in the OSHA safety and health regulations set forth for the frequent compliance inspection.

A Lift Solutions trained and qualified inspector will perform the inspection and give recommendations for repair, replacement or adjustment.

The inspection interval is defined in OSHA requirements. Frequency is determined taking into account crane usage and operating environment.

SCOPE

The service includes visual inspection of safety-critical components, as well as operational and functional tests of the equipment as defined in applicable regulations.

Lift Solutions will inspect mechanical components for improper function, excessive wear, cracks, improper attachment and oil leakages; and electrical components for improper function and improper attachment.

Inspected objects typically include visual inspection of:

- Limit switches, overload protection and other safety devices
- Safety labels, capacity markings
- Hoist brake, motor, coupling and gear
- Rope drum, rope/chain, rope sheaves/chain wheels, hook block, hook, hook latches

The following is not included:

- Lubrications, adjustments, load test, oil analysis, repairs or replacement of any parts
- Inspection of internal components that require disassembly, such as gear cases, coupling and internal hook block

DELIVERABLES

- Safety Notification delivered to point of contact before equipment is returned to operation, when deemed necessary
- Inspection report that fulfills statutory requirements
- Monthly certification record for hook and wire rope or load chain

CUSTOMER BENEFITS

- Satisfies regulatory requirements helping you stay compliant
- Safety and production risks are documented and recommendations for corrective actions are provided
- Provides recommendations for improving the safety, productivity, application or useful life of the asset



OSHA COMPLIANCE REQUIREMENTS

Frequent Inspection	Required. Visual inspection: The items list in 1910.179(j)(2) shall be inspected for defects at intervals defined in 1910.179(j)(1)(ii), specifically indicating, including observations during exposure for any defects which might appear between regular inspections. All deficiencies such as listed shall be carefully examined and determination made as to whether they constitute a safety hazard.	Designated (trained). All inspections shall be performed by a designated person. Any deficiencies identified shall be examined by and determination made by a qualified person as to whether they constitute a hazard and if more detailed inspection is required ASME B30.2-1.1(d).	Required. Hooks w/ deformation or cracks monthly 1910.179(j)(2)(iii). Hoist chains monthly inspection 1910.179(j)(2)(iv). A thorough inspection of all ropes shall be made at least once a month and certification record that includes the date of the inspection and an identifier for the ropes that were inspected 1910.179(m)(1).
Periodic Inspection	Required. Complete inspections of the crane should be performed at intervals generally defined in paragraph 1910.179(j)(1)(ii)(b) depending upon its activity, severity of service environment or specifically indicated in this section. These inspections shall include the requirements of frequent inspection 1910.179(j)(2)(ii) and in addition the items listed in 1910.179(j)(3). Any deficiencies such as listed shall be carefully examined and determination made as to whether they constitute a safety hazard.	Designated (trained). All inspections shall be performed by a designated person. Any deficiencies identified shall be examined by and determination made by a qualified person as to whether they constitute a hazard and if more detailed inspection is required ASME B30.2-1.1(d). In addition CMAA Spec 78-2.2 requires 2000 field hours and formal training every two years.	Required. Dated records shall be made of apparent external conditions found in ASME B30.2-1.5(c) to provide a basis for a continuing evaluation and kept on file. ASME B30.2-1.5(e).
Preventative Maintenance	Required. A preventive maintenance program based on OEM Recommendation. 1910.179(l)(1).	Designated (trained). CMAA Spec 78 requires training of persons working on cranes.	Required. Dated records should be placed on file. ASME B30.2-4.4.
Repairs and Adjustments	Required. Any unsafe conditions disclosed by the inspection requirements of paragraph 1910.179(j) of this section shall be corrected before operation of the crane is resumed. Adjustments and repairs shall be done only by designated personnel.	Designated (trained). ASME B30-4.2.4(b). CMAA Spec 78 requires training of persons working on cranes.	Required. Dated records should be kept on file. ASME B30.2-4.4.
Operator Training	Required. Designated means selected or assigned by the employer or employer representative as being qualified to perform specific duties. Crane operator training shall be provided to promote proficient performance of crane operator in conformance with the provisions of this volume. ASME B30.2-3.1.1.	Designated (trained). Crane operator training shall be provided to promote proficient performance of crane operator in conformance with the provisions of this volume. ASME B30.2-3.1.1.	Required. Issue a certificate or formal record that verifies the person has been trained and has passed examination required in ASME B30.2-3.3.3(c), or confirm that the person has a valid certificate or formal record that satisfies the requirements ASME B30.2-3.3(d).



Terms and Conditions for the Sale of Goods and Services

1. Applicability.

- These terms and conditions of sale (these "Terms") are the only terms that govern the sale of the goods ("Goods") and services ("Services") by Lift Solutions Holdings, LLC and its subsidiaries ("Seller") to the buyer named for these Terms ("Buyer").
- The accompanying quotation/service agreement/purchase order/order acknowledgement (the "Sales Confirmation") and these Terms (collectively, this "Agreement") comprise the entire agreement between the parties and supersede all prior or contemporaneous understandings, agreements, negotiations, representations and warranties, and communications, both written and oral. These Terms prevail over any of Buyer's general terms and conditions of purchase or other terms and conditions on any purchase order, payment enclosure or other writing regardless of whether or when Buyer has submitted its purchase order or such terms. Fulfillment of Buyer's order does not constitute acceptance of any of Buyer's terms and conditions and does not serve to modify or amend these Terms. Once a Sales Confirmation has been provided, Buyer may not cancel or modify any order without the written consent of Seller.
- Notwithstanding anything to the contrary contained in this Agreement, Seller may, from time to time change the Services without the consent of Buyer provided that such changes do not materially affect the nature or scope of the Services, or the fees or any performance dates set forth in the Sales Confirmation.

2. Delivery of Goods and Performance of Services.

- The Goods will be delivered within a reasonable time after the receipt of Buyer's purchase order, and subject to availability of finished Goods. Seller shall not be liable for any delays, loss, or damage in transit of any sort.
- Unless otherwise agreed in writing by the parties, Seller shall deliver the Goods to the delivery point indicated on the purchase order (the "Delivery Point") using Seller's standard methods for packaging and shipping such Goods. Unless otherwise agreed to by the parties in writing, Buyer shall be responsible for all loading costs and provide equipment and labor reasonably suited for receipt of the Goods or Services at the Delivery Point and will unload and release all transportation equipment promptly, so Seller incurs no demurrage or other expense. Buyer shall be solely liable for any demurrage or other expenses as a result of delays in the unloading of the Goods or releasing of all transportation equipment.
- Seller may, in its sole discretion, without liability or penalty, make partial shipments of Goods to Buyer. Each shipment will constitute a separate sale, and Buyer shall pay for the units shipped whether such shipment is in whole or partial fulfillment of Buyer's purchase order.
- Seller shall use reasonable efforts to meet any performance dates to render the Services specified in the Sales Confirmation, and any such dates shall be estimates only.
- With respect to the Services, Buyer shall (i) cooperate with Seller in all matters relating to the Services and provide such access to Buyer's premises, and such office accommodation and other facilities as may reasonably be requested by Seller, for the purposes of performing the Services; (ii) respond promptly to any Seller request to provide direction, information, approvals, authorizations, or decisions that are reasonably necessary for Seller to perform Services in accordance with the requirements of this Agreement; (iii) provide such customer materials or information as Seller may reasonably request to carry out the Services in a timely manner and ensure that such customer materials or information are complete and accurate in all material respects; and (iv) obtain and maintain all necessary licenses and consents and comply with all applicable laws in relation to the Services before the date on which the Services are to start.
- To the extent any of the Services are performed on Buyer's premises, Buyer shall be responsible for the safety and protection of Seller and its persons and property while providing the Services thereon. Buyer shall notify Seller of any hazardous or dangerous conditions which exist in Customer's premises immediately upon discovery.

3. Shipping Terms.

Delivery of the Goods shall be made in accordance with the shipping terms on the face of the Sales Confirmation.

4. Title and Risk of Loss.

Title and risk of loss pass to Buyer upon delivery of the Goods at the Delivery Point. As collateral security for the payment of the purchase price of the Goods, Buyer hereby grants to Seller a lien on and security interest in and to all of the right, title, and interest of Buyer in, to, and under the Goods, wherever located, and whether now existing or hereafter arising or acquired from time to time, and in all accessions thereto and replacements or modifications thereof, as well as all proceeds (including insurance proceeds) of the foregoing. The security interest granted under this provision constitutes a purchase money security interest under the Delaware Uniform Commercial Code.

- ### 5. Buyer's Acts or Omissions and Site Conditions.
- If Seller's performance of its obligations under this Agreement is prevented or delayed by any act or omission of Buyer or its agents, subcontractors, consultants, or employees, Seller shall not be deemed in breach of its obligations under this Agreement or otherwise liable for any costs, charges, or losses sustained or incurred by Buyer, in each case, to the extent arising directly or indirectly from such prevention or delay. Buyer warrants that the site where Goods are to be delivered and/or installed and/or where Services are to be performed shall be ready and adequate for Seller's delivery and/or installation of the Goods and/or performance of Services. Buyer's obligations in this regard include but are not limited to the removal of all obstructions and institution of adequate safety measures to protect Seller's property, employees, agents and contractors. Buyer shall be responsible for all costs and expenses associated with Seller's delay and/or inability to deliver and/or install the Goods or perform any Services related to Buyer's failure to comply with this Section 5. Seller in no way warrants the sufficiency of the site, in whole or in part, where the Services are performed and/or Goods are to be delivered, installed and/or used.



6. Inspection and Rejection of Nonconforming Goods or Services.

- Buyer shall inspect the Goods or Services within five (5) days of receipt and all Services performed within five (5) days of completion ("Inspection Period"). Buyer will be deemed to have accepted the Goods and or the Services unless it notifies Seller in writing of any Nonconforming Goods or Non-Conforming Services during the Inspection Period and furnishes such written evidence or other documentation as reasonably required by Seller. "Nonconforming Goods" means only the following: (i) product shipped is different than identified in Buyer's purchase order; or (ii) product's label or packaging incorrectly identifies its contents. "Nonconforming Services" means that the Services did not comply with any written specifications (if applicable) in the Sales Confirmation.
- If Buyer timely notifies Seller of any Nonconforming Goods or Nonconforming Services, Seller shall, in its sole discretion, (i) replace such Nonconforming Goods with conforming Goods or repair the Nonconforming Services, or (ii) credit or refund the Price for such Nonconforming Goods or Nonconforming Services, together with any reasonable shipping and handling expenses incurred by Buyer in connection therewith. In the case of Nonconforming Goods, Buyer shall ship, at its expense and risk of loss, the Nonconforming Goods to Seller's facility. If Seller exercises its option to replace Nonconforming Goods, Seller shall, after receiving Buyer's shipment of Nonconforming Goods, ship to Buyer, at Buyer's expense and risk of loss, the replaced Goods to the Delivery Point.
- Buyer acknowledges and agrees that the remedies set forth in Section 6(b) are Buyer's exclusive remedies for the delivery of Nonconforming Goods and Nonconforming Services. Except as provided under Section 6(b), all sales of Goods and Services provided to Buyer are made on a one-way basis and Buyer has no right to return Goods or Services purchased under this Agreement to Seller.

7. Price.

- Buyer shall purchase the Goods and Services from Seller at the prices (the "Prices") set forth in the Sales Confirmation. Prices quoted by Seller shall remain firm for a period of thirty (30) days from the date of a Quotation; provided, however, that Seller reserves the right, at any time prior to the acceptance of a Quotation by Buyer to adjust said prices by providing written notice to Buyer regarding any such adjustment.
- Buyer agrees to reimburse Seller for all reasonable travel and out-of-pocket expenses incurred by Seller in connection with the performance of the Services.
- All Prices are exclusive of all sales, use, and excise taxes, and any other similar taxes, duties, and charges of any kind imposed by any Governmental Authority on any amounts payable by Buyer. Buyer shall be responsible for all such charges, costs, and taxes; provided, that, Buyer shall not be responsible for any taxes imposed on, or with respect to, Seller's income, revenues, gross receipts, personal or real property, or other assets.

8. Payment Terms.

- Buyer shall pay all invoiced amounts due to Seller within thirty (30) days from the date of Seller's invoice, unless deviations to these standard terms have been previously agreed to in writing by the parties.
- In the event the contract is terminated or suspended for any reason other than Seller's material default, Buyer shall pay Seller for all work performed, materials procured, and costs incurred up to the date of termination, including a reasonable margin on work in process. Buyer acknowledges that all Goods produced under this Agreement are custom-engineered for Buyer and have no alternative use to Seller without significant rework or loss of value.
- Buyer shall reimburse Seller for all costs incurred in collecting any late payments, including, without limitation, attorneys' fees. In addition to all other remedies available under these Terms or at law (which Seller does not waive by the exercise of any rights hereunder), Seller shall be entitled to suspend the delivery of any Goods or performance of any Services and stop Goods in transit if Buyer fails to pay any amounts when due hereunder and such failure continues for fourteen (14) days following written notice thereof.
- Buyer shall not withhold payment of any amounts due and payable by reason of any set-off of any claim or dispute with Seller, whether relating to Seller's breach, bankruptcy, or otherwise.

9. Limited Warranty & Waiver.

- Seller warrants to Buyer that for a period of twelve (12) months from the date of shipment (the "Warranty Period") all Goods will materially conform to Seller's specifications and will be free from material defects in material and workmanship (the "Goods Warranty").
- The foregoing Goods Warranty shall not apply to: (a) any Goods, or parts or components thereof, that have been used or operated prior to being sold to Buyer ("Used Goods") or (b) Goods manufactured by a third party, including parts or components thereof ("Third-Party Goods"). Seller will use commercially reasonable efforts to pass through any warranties provided by the manufacturer for such Third-Party Goods to Buyer. For the avoidance of doubt, SELLER MAKES NO REPRESENTATION OR WARRANTIES WITH RESPECT TO ANY USED GOODS OR THIRD-PARTY GOODS, INCLUDING ANY (a) WARRANTY OF MERCHANTABILITY; (b) WARRANTY OF FITNESS FOR A PARTICULAR PURPOSE; (c) WARRANTY OF TITLE; OR (d) WARRANTY AGAINST INFRINGEMENT OF INTELLECTUAL PROPERTY RIGHTS OF A THIRD PARTY; WHETHER EXPRESS OR IMPLIED, BY LAW, COURSE OF DEALING, USAGE, TRADE OR OTHERWISE, AND ALL SUCH REPRESENTATIONS AND WARRANTIES ARE HEREBY EXPRESSLY DISCLAIMED.
- EXCEPT AS EXPRESSLY PROVIDED HEREIN, ALL GOODS AND SERVICES (INCLUDING BUT NOT LIMITED TO ANY INSPECTION SERVICES) ARE PURCHASED BY BUYER "AS IS" AND "WITH ALL FAULTS." SELLER MAKES NO WARRANTIES WHATSOEVER WITH RESPECT TO THE GOODS OR THE SERVICES, INCLUDING ANY (a) WARRANTY THAT THE SERVICES WILL BE ACCURATE, COMPLETE OR ERROR FREE OR WILL ACHIEVE ANY PARTICULAR RESULTS; (b) WARRANTY OF MERCHANTABILITY; OR (c) WARRANTY OF FITNESS FOR A PARTICULAR PURPOSE; OR (d) WARRANTY OF TITLE; OR (e) WARRANTY AGAINST INFRINGEMENT OF INTELLECTUAL PROPERTY RIGHTS OF A THIRD PARTY; WHETHER EXPRESS OR IMPLIED BY LAW, COURSE OF DEALING, COURSE OF PERFORMANCE, USAGE OF TRADE, OR OTHERWISE. ALL EXPRESS WARRANTIES PROVIDED

BY SELLER (IF ANY) ARE LIMITED TO AND ONLY FOR THE BENEFIT OF BUYER AND ARE NOT TRANSFERABLE OR ASSIGNABLE BY BUYER WITHOUT THE PRIOR WRITTEN CONSENT OF SELLER.

- The Seller shall not be liable for a breach of the Goods Warranty unless: (i) Buyer gives written notice of the defect, reasonably described, to Seller within ten (10) days of the time when Buyer discovers or ought to have discovered the defect; (ii) Seller is given a reasonable opportunity after receiving the notice to examine such Goods and Buyer (if requested to do so by Seller) returns such Goods to Seller's place of business at Seller's cost for the examination to take place there; and (iii) Seller reasonably verifies Buyer's claim that the Goods are defective. Additionally, the Seller shall not be liable for a breach of the Goods Warranty if: (i) Buyer makes any further use of such Goods after giving such notice; (ii) the defect arises because Buyer failed to follow Seller's oral or written instructions as to the storage, installation, commissioning, use or maintenance of the Goods; or (iii) Buyer alters or repairs such Goods without the prior written consent of Seller.
- During the Warranty Period, and subject to the limitations included in this Section 9 and in Section 10 below, with respect to any Goods during the Warranty Period, Seller shall, in its sole discretion, either: (i) repair or replace such Goods or (ii) credit or refund the price of such Goods at the contracted rate. THE REMEDIES SET FORTH IN THIS SECTION 9(E) SHALL BE THE BUYER'S SOLE AND EXCLUSIVE REMEDY AND SELLER'S ENTIRE LIABILITY FOR ANY BREACH OF THE GOODS WARRANTY.

10. Limitation of Liability, Indemnification, Waiver.

To the maximum extent permitted by applicable law:

- IN NO EVENT SHALL SELLER BE LIABLE TO BUYER OR ANY THIRD PARTY FOR ANY LOSS OF USE, REVENUE OR PROFIT OR LOSS OF DATA OR DIMINUTION IN VALUE, OR FOR ANY CONSEQUENTIAL, INDIRECT, INCIDENTAL, SPECIAL, EXEMPLARY, LIQUIDATED OR PUNITIVE DAMAGES WHETHER ARISING OUT OF BREACH OF CONTRACT, TORT (INCLUDING BUT NOT LIMITED TO NEGLIGENCE AND PRODUCT LIABILITY), OR OTHERWISE, REGARDLESS OF WHETHER SUCH DAMAGES WERE FORESEEABLE AND WHETHER OR NOT SELLER HAS BEEN ADVISED OF THE POSSIBILITY OF SUCH DAMAGES, AND NOTWITHSTANDING THE FAILURE OF ANY AGREED OR OTHER REMEDY OF ITS ESSENTIAL PURPOSE.
- IN NO EVENT SHALL SELLER'S AGGREGATE LIABILITY ARISING OUT OF OR RELATED TO THIS AGREEMENT, WHETHER ARISING OUT OF OR RELATED TO BREACH OF CONTRACT, TORT (INCLUDING BUT NOT LIMITED TO NEGLIGENCE AND PRODUCT LIABILITY), OR OTHERWISE, EXCEED THE TOTAL OF THE AMOUNTS PAID TO SELLER FOR THE GOODS AND SERVICES SOLD HEREUNDER IN THE PREVIOUS SIX (6) MONTHS or \$50,000, WHICHEVER IS LESS. BUYER HEREBY EXPRESSLY WAIVES ITS RIGHT TO ASSERT A CLAIM OR DEFENSE FOR RECOUPMENT AND/OR SETOFF, EQUITABLE OR OTHERWISE, WHEN BUYER'S UNDERLYING CLAIM WOULD BE BARRED BY THE APPLICABLE STATUTE OF LIMITATIONS PERIOD.
- SELLER SHALL NOT BE LIABLE FOR AND BUYER SHALL RELEASE, INDEMNIFY, DEFEND AND HOLD HARMLESS SELLER AND ANY ENTITY AFFILIATED IN ANY WAY THEREWITH FROM ANY CLAIMS, DEMANDS, DAMAGES (REGARDLESS OF THEIR TYPE, INCLUDING, BUT NOT LIMITED TO DIRECT, INDIRECT, CONSEQUENTIAL, INCIDENTAL, PUNITIVE OR SPECIAL), LIABILITIES, LOSSES AND EXPENSES (WHETHER KNOWN OR UNKNOWN, PRESENT OR FUTURE), AND ANY AND ALL LIABILITY, OF AND FROM ANY AND ALL MANNER OF SUITS, ACTIONS OR CAUSE(S) OF ACTION (INCLUDING BUT NOT LIMITED TO SUITS FOR CONTRIBUTION AND/OR INDEMNITY AND ALL SUITS IN LAW, IN EQUITY, OR UNDER STATUTE, OF WHATEVER KIND OR NATURE) ON ACCOUNT OF OR IN ANY WAY ARISING OUT OF ACTS OR OMISSIONS OF BUYER, ITS AGENTS, CONTRACTORS, EMPLOYEES OR ANY PERSON UNDER THEIR CONTROL (OTHER THAN SELLER) OR RELATING IN ANY WAY TO GOODS AND SERVICES PROVIDED UNDER A QUOTATION, A PURCHASE ORDER OR ANY OTHER AGREEMENT BETWEEN BUYER AND SELLER OR THE GOODS OR EQUIPMENT RELATED THERETO, INCLUDING, BUT NOT LIMITED TO BUYER'S USE, INSTALLATION, INCORPORATION OR SELECTION THEREOF. BUYER HEREBY WAIVES ANY IMMUNITY OR DEFENSE UNDER APPLICABLE WORKERS' COMPENSATION LAWS OR OTHER LAWS THAT WOULD OTHERWISE LIMIT BUYER'S OBLIGATIONS HEREUNDER.

11. Insurance.

During the term of this Agreement Buyer shall, at its own expense, maintain and carry insurance in full force and effect which includes, but is not limited to, commercial general liability (including Products and Completed Operations liability) in a sum no less than \$2,000,000 per occurrence with financially sound and reputable insurers, and shall name Seller as an Additional Insured on its commercial general liability policy. Such coverage shall be written on a primary and non-contributory basis. Upon Seller's request, Buyer shall provide Seller with a certificate of insurance from Buyer's insurer evidencing the insurance coverage specified in these Terms. Buyer shall provide Seller with thirty (30) days' advance written notice in the event of a cancellation or material change in Buyer's insurance policy. Except where prohibited by law, Buyer shall require its insurer to waive all rights of subrogation against Seller's insurers and Seller.

12. Inspection Services Disclaimer.

- At the request of Buyer, the scope of any equipment (or component) inspection performed by Seller is limited exclusively to a search for readily observable defects apparent on the equipment and on those equipment component parts identified in the inspection scope accompanying a Sales Confirmation or other agreement that are safely and conveniently accessible to the inspecting personnel. Seller shall not dismantle the equipment or the equipment components to be inspected, nor shall it use any other means to inspect and detect latent or non-observable defective conditions in the equipment or its components. Notwithstanding the performance of this inspection and regardless of any representation made in any report to the contrary, Buyer acknowledges and agrees that: (i) latent or non-observable defects may exist or develop on or in the subject equipment or its components on or following the moment of inspection and Buyer is hereby notified of the potential existence thereof; and (ii) the use of equipment possessing any defect, including latent or non-observable defects, may result in catastrophic equipment failure potentially causing damage to property or injury or death to persons in, on or around the subject equipment.
- The conditions identified during the equipment (or component) inspection and reported by Seller orally or in writing are representative of the condition of the subject equipment and its components as they appeared during the inspection. These conditions can and will change immediately following inspection due to the use or non-use of the subject equipment (and its components). The information provided to Buyer



INSPECTION SERVICES PROPOSAL

as a result of and following an inspection does not reflect any changes in the condition of the subject equipment and/or its components following inspection by Seller and Buyer retains and/or assumes all risk for such changes in condition. Buyer is hereby notified and acknowledges and agrees that delivery by email or other electronic means of any report prepared by Seller setting forth the results of an inspection constitutes delivery to and acknowledgment of receipt by Buyer of such report.

- The decision following an inspection concerning whether or not to repair or replace the equipment or any deficient component of the subject equipment lies exclusively with Buyer. By completing the inspection and preparing the inspection report, Seller expressly recommends that Buyer authorize the repair and/or replacement of the equipment or any component identified during the inspection or listed in the report derived therefrom as deficient in any manner or degree prior to operating the subject equipment. Seller hereby notifies Buyer that any inspection report may contain information regarding deficient equipment and/or components thereof that require the immediate attention of Buyer and that any failure to repair and/or replace such deficient equipment and components thereof may result in catastrophic equipment failure causing damage to property or injury or death to persons in, on or around the subject equipment.
- SELLER IS NOT LIABLE FOR CLAIMS, DEMANDS, DAMAGES, OR LIABILITY ARISING FROM (I) CAUSES OUTSIDE THE SCOPE OF THE INSPECTION AS IDENTIFIED IN SECTION 12.A., (II) ANY CONDITION THAT OCCURS FOLLOWING THE INSPECTION AS IDENTIFIED IN SECTION 12.B., (III) FAILURE OF BUYER TO REPAIR OR REPLACE ANY EQUIPMENT OR COMPONENT AS IDENTIFIED IN SECTION 12.C., OR (IV) FLAWS THAT ARE NOT DETECTABLE BY OR WHOSE DETECTION IS LIMITED WHEN UTILIZING THE INSPECTION METHODS DESCRIBED IN SECTION 12.

13. **Approval Drawings.** Approval drawings, if provided to Buyer by Seller and either signed by a representative of Buyer with apparent authority to do so or not objected to by Buyer in writing within a reasonable time shall constitute exclusive proof regarding Buyer's verification and acceptance of the dimensions and other information relating to the goods described therein, and Seller shall be entitled to rely on such approval drawings to provide the Goods and Services referenced therein. Buyer hereby assumes any and all responsibility for any inaccurate or incomplete information contained therein. TO THE EXTENT THAT BUYER PROVIDES THE DESIGN AND/OR SPECIFICATIONS FOR ANY GOODS OR SERVICES TO BE PROVIDED OR PERFORMED BY SELLER, BUYER SHALL INDEMNIFY, DEFEND, AND HOLD HARMLESS SELLER AGAINST ALL CLAIMS, SUITS, AND CAUSES OF ACTION AND FROM ALL COSTS, EXPENSES, DAMAGES AND LIABILITIES (INCLUDING BUT NOT LIMITED TO ATTORNEYS' AND CONSULTANTS' FEES) FROM IMPROPER OR DEFECTIVE DESIGN AND FOR ACTUAL OR ALLEGED INFRINGEMENT OF ANY UNITED STATES OR FOREIGN PATENT, COPYRIGHT, TRADEMARK, INTELLECTUAL PROPERTY RIGHTS, OR PROPRIETARY RIGHTS OF THIRD PARTIES BY REASON OF THE USE, SALE, MANUFACTURE, OR DESIGN OF SUCH GOODS AND/OR SERVICES.
14. **Inherent Defects.** To the extent remanufacturing, refurbishment, modernization, and/or modification services are included within the scope of Services identified in a Sales Confirmation or any agreement between Buyer and Seller, any defect in Buyer's equipment to which Seller performs such services that is attributable in whole or in part to engineering, design specifications, latent defects, corrosion, or fatigue that are inherent to and/or present in or on the equipment is not covered by any warranty of Seller, and Seller shall not be liable for any costs, expenses, losses, or damages of any nature whatsoever that are caused in whole or in part by any such defect.
15. **Intellectual Property.** All intellectual property rights in and to the Goods, the Services, and all documents, work product and other materials that are delivered to Buyer under this Agreement or prepared by or on behalf of the Seller in the course of performing the Services (collectively, the "Deliverables") shall be owned by Seller or Seller's licensors. Seller hereby grants Buyer a license to use all Intellectual Property Rights in the Deliverables free of additional charge and on a non-exclusive, non-transferable, non-sublicensable, fully paid-up, royalty-free and perpetual basis to the extent necessary to enable Buyer to make reasonable use of the Goods, Deliverables and the Services while this Agreement remains in effect.
16. **Compliance with Law.** Buyer shall comply with all applicable laws, regulations, and ordinances. Buyer shall maintain in effect all the licenses, permissions, authorizations, consents, and permits that it needs to carry out its obligations under this Agreement. Buyer shall comply with all export and import laws of all countries involved in the sale of the Goods under this Agreement or any resale of the Goods by Buyer. Buyer assumes all responsibility for shipments of Goods requiring any government import clearance. Seller may terminate this Agreement if any governmental authority imposes antidumping or countervailing duties or any other duties or penalties on the Goods.
17. **Subcontractors.** Buyer acknowledges and agrees that Seller may utilize subcontractors to perform any of its obligations under this Agreement.
18. **Termination.** In addition to any remedies that may be provided under these Terms, either party may terminate this Agreement with immediate effect, if such party: (a) fails to pay any amount when due under this Agreement; (b) has not otherwise performed or complied with any of these Terms, in whole or in part, and fails to cure such deficient performance within thirty (30) days' notice from the other party; or (c) becomes insolvent, files a petition for bankruptcy or commences or has commenced against it proceedings relating to bankruptcy, receivership, reorganization, or assignment for the benefit of creditors.
19. **Waiver.** No waiver by Seller of any of the provisions of this Agreement is effective unless explicitly set forth in writing and signed by Seller. No failure to exercise, or delay in exercising, any right, remedy, power, or privilege arising from this Agreement operates or may be construed, as a waiver thereof. No single or partial exercise of any right, remedy, power, or privilege hereunder precludes any other or further exercise thereof or the exercise of any other right, remedy, power, or privilege.
20. **Confidential Information.** All non-public, confidential, or proprietary information of each party, including, but not limited to, specifications, samples, patterns, designs, plans, drawings, documents, data, business operations, customer lists, pricing, discounts, or rebates, disclosed by either party to the other, whether disclosed orally or disclosed or accessed in written, electronic or other form or media, and whether or not marked, designated, or otherwise identified as "confidential," in connection with this Agreement is confidential, solely for the use of performing this Agreement and may not be disclosed or copied unless authorized by an officer of the disclosing party in writing. Upon the disclosing party's request, the recipient of information shall promptly return all documents and other materials received from the other party. This Section shall not apply to information that



INSPECTION SERVICES PROPOSAL

is: (a) in the public domain at the time of the disclosure; (b) known to the recipient at the time of disclosure; or (c) rightfully obtained by the recipient on a non-confidential basis from a third party who was not under an obligation of confidentiality with respect to such information.

21. **Force Majeure.** No party shall be liable or responsible to the other party, or be deemed to have defaulted under or breached this Agreement, for any failure or delay in fulfilling or performing any term of this Agreement (except for any obligations of Buyer to make payments to Seller hereunder), when and to the extent such failure or delay is caused by or results from acts beyond the impacted party's reasonable control, including, without limitation: (a) acts of God; (b) flood, fire, earthquake, pandemics or explosion; (c) war, invasion, hostilities (whether war is declared or not), terrorist threats or acts, riot or other civil unrest; (d) government order, law, or actions; (e) embargoes or blockades in effect on or after the date of this Agreement; (f) national or regional emergency; (g) strikes, labor stoppages or slowdowns, or other industrial disturbances; (h) telecommunication breakdowns, power outages or shortages, lack of warehouse or storage space, inadequate transportation services, or inability or delay in obtaining supplies of adequate or suitable materials; and (i) other similar events beyond the reasonable control of the Impacted Party. The Impacted Party shall give notice within ten (10) days of the Force Majeure Event to the other party. The Impacted Party shall use diligent efforts to end the failure or delay and ensure the effects of such Force Majeure Event are minimized.
22. **Assignment.** Buyer shall not assign any of its rights or delegate any of its obligations under this Agreement without the prior written consent of Seller. Any purported assignment or delegation in violation of this Section is null and void. No assignment or delegation relieves Buyer of any of its obligations under this Agreement.
23. **Relationship of the Parties.** The relationship between the parties is that of independent contractors. Nothing contained in this Agreement shall be construed as creating any agency, partnership, joint venture, or other form of joint enterprise, employment, or fiduciary relationship between the parties, and neither party shall have authority to contract for or bind the other party in any manner whatsoever.
24. **No Third-Party Beneficiaries.** This Agreement is for the sole benefit of the parties hereto and their respective successors and permitted assigns and nothing herein, express or implied, is intended to or shall confer upon any other person or entity any legal or equitable right, benefit, or remedy of any nature whatsoever under or by reason of these Terms.
25. **Governing Law.** All matters arising out of or relating to this Agreement are governed by and construed in accordance with the internal laws of the State of Delaware without giving effect to any choice or conflict of law provision or rule that would cause the application of the laws of any jurisdiction other than those of the State of Delaware.
26. **Submission to Jurisdiction.** Any legal suit, action, or proceeding arising out of or relating to this Agreement shall be instituted in the federal courts of the United States of America or the courts of the State of Delaware in each case located in the City of Wilmington, and each party irrevocably submits to the exclusive jurisdiction of such courts in any such suit, action, or proceeding.
27. **WAIVER OF JURY TRIAL.** EACH PARTY ACKNOWLEDGES AND AGREES THAT ANY CONTROVERSY THAT MAY ARISE UNDER THIS AGREEMENT IS LIKELY TO INVOLVE COMPLICATED AND DIFFICULT ISSUES AND, THEREFORE, EACH SUCH PARTY IRREVOCABLY AND UNCONDITIONALLY WAIVES ANY RIGHT IT MAY HAVE TO A TRIAL BY JURY IN RESPECT OF ANY LEGAL ACTION ARISING OUT OF OR RELATING TO THIS AGREEMENT OR THE TRANSACTIONS CONTEMPLATED HEREBY.
28. **Notices.** All notices, requests, consents, claims, demands, waivers, and other communications hereunder shall be in writing and addressed to the parties at the addresses set forth on the face of the Sales Confirmation. All Notices shall be delivered by personal delivery, nationally recognized overnight courier (with all fees pre-paid), email (with confirmation of transmission), or certified or registered mail (in each case, return receipt requested, postage prepaid). Except as otherwise provided in this Agreement, a Notice is effective only (a) upon receipt of the receiving party, and (b) if the party giving the Notice has complied with the requirements of this Section.
29. **Severability.** If any term or provision of this Agreement is invalid, illegal, or unenforceable in any jurisdiction, such invalidity, illegality, or unenforceability shall not affect any other term or provision of this Agreement or invalidate or render unenforceable such term or provision in any other jurisdiction.
30. **Survival.** Provisions of these Terms which by their nature should apply beyond their terms will remain in force after any termination or expiration of this Agreement including, but not limited to, the following provisions: Warranty Waiver, Limitation of Liability, Insurance, Intellectual Property, Compliance with Laws, Confidential Information, Governing Law, Submission to Jurisdiction, Waiver of Jury Trial, and Survival.
31. **Amendment and Modification.** These Terms may only be amended or modified in a writing stating specifically that it amends these Terms and is signed by an authorized representative of each party.



CITY OF GRIFFIN

P. O. BOX T
GRIFFIN, GA
Attn: **Robert Clark**
678.692.0391
rclark@cityofgriffin.com

Quote # 08072026-6
August 07, 2026

Quote valid through September 06,
2026

LIFT SOLUTIONS HOLDINGS • 5580 Fulton Industrial Blvd, Atlanta, GA 30336

Sales Rep • **| 470-226-7726 |**

WE ARE PLEASED TO OFFER THE FOLLOWING PROPOSAL FOR YOUR REVIEW AND CONSIDERATION

Periodic Annual with Preventative Maintenance Program

BDK Chlorine Room

Lift Solutions Holdings is pleased to offer you the following services to keep your company OSHA compliant in regards to OSHA 1910.179. It is important to know that even though a Periodic inspection is a great step to improve safety and reliability, if you are not completing a frequent inspection with documentation on a minimum monthly frequency you are out of compliance.

OSHA requires inspections to be completed based on the duty class of your equipment so some heavy use cranes may require a periodic inspection on a quarterly or semi-annual basis. We can help you determine which units require this.

Inspection Labor \$945.00

BDK Chlorine Room

Total Annual Investment \$945.00

(Anything Outside of Scope of Work Will be Billed at Time and Materials)

Payment Terms: All payments due Net 30 days from invoice date.

Proposal By:

Accepted By:

Authorized Representative Date

Customer Representative Date





PERIODIC INSPECTION WITH PREVENTATIVE MAINTENANCE

OBJECTIVE AND DESCRIPTION

The Periodic Inspection has been designed to inspect equipment for deficiencies and deviations as defined in the OSHA safety and health regulations set forth for a periodic inspection.

A Lift Solutions trained and qualified inspector will perform the inspection and give recommendations for repair or replacement.

The inspection interval is defined in OSHA requirements. Frequency is determined taking into account crane usage and operating environment.

SCOPE

The service includes visual inspection, as well as operational and functional tests of the equipment as defined in applicable regulations.

Lift Solutions will inspect mechanical components for maladjustment, excessive wear, cracks, corrosion, improper attachment, improper function, deformations and oil leakages and electrical components for improper function, corrosion, deterioration and improper attachment.

Inspected objects typically include:

- Limit switches, overload protection and other safety devices
- Safety and operational labels, capacity markings
- Hoist brake, motor, coupling and gear
- Rope drum, rope/chain, rope sheaves/chain wheels, hook block, hook, hook latches
- Covers and guards
- Traveling, traversing and rotating machineries
- Mainline disconnect, crane main switch, power supply, electric panels, control devices
- Crane and trolley structures, end trucks, walkways and stairs
- Bumpers, end stops
- Pneumatic or hydraulic systems
- Lubrication points
- Minor adjustments

The following is not included:

- Load test, oil analysis, repairs or replacement of any parts
- Inspection of internal components that require disassembly, such as gear cases, coupling and internal hook block

DELIVERABLES

- Safety Notification delivered to point of contact before equipment is returned to operation, when deemed necessary
- Inspection report that fulfills statutory requirements

CUSTOMER BENEFITS

- Satisfies regulatory requirements helping you stay compliant
- Safety and production risks are documented and recommendations for corrective actions are provided
- Provides recommendations for improving the safety, productivity, application or useful life of the asset



FREQUENT COMPLIANCE INSPECTION

OBJECTIVE AND DESCRIPTION

The Frequent Compliance Inspection has been designed to inspect equipment for deficiencies and deviations as defined in the OSHA safety and health regulations set forth for the frequent compliance inspection.

A Lift Solutions trained and qualified inspector will perform the inspection and give recommendations for repair, replacement or adjustment.

The inspection interval is defined in OSHA requirements. Frequency is determined taking into account crane usage and operating environment.

SCOPE

The service includes visual inspection of safety-critical components, as well as operational and functional tests of the equipment as defined in applicable regulations.

Lift Solutions will inspect mechanical components for improper function, excessive wear, cracks, improper attachment and oil leakages; and electrical components for improper function and improper attachment.

Inspected objects typically include visual inspection of:

- Limit switches, overload protection and other safety devices
- Safety labels, capacity markings
- Hoist brake, motor, coupling and gear
- Rope drum, rope/chain, rope sheaves/chain wheels, hook block, hook, hook latches

The following is not included:

- Lubrications, adjustments, load test, oil analysis, repairs or replacement of any parts
- Inspection of internal components that require disassembly, such as gear cases, coupling and internal hook block

DELIVERABLES

- Safety Notification delivered to point of contact before equipment is returned to operation, when deemed necessary
- Inspection report that fulfills statutory requirements
- Monthly certification record for hook and wire rope or load chain

CUSTOMER BENEFITS

- Satisfies regulatory requirements helping you stay compliant
- Safety and production risks are documented and recommendations for corrective actions are provided
- Provides recommendations for improving the safety, productivity, application or useful life of the asset



OSHA COMPLIANCE REQUIREMENTS

Frequent Inspection	Required. Visual inspection: The items list in 1910.179(j)(2) shall be inspected for defects at intervals defined in 1910.179(j)(1)(ii), specifically indicating, including observations during exposure for any defects which might appear between regular inspections. All deficiencies such as listed shall be carefully examined and determination made as to whether they constitute a safety hazard.	Designated (trained). All inspections shall be performed by a designated person. Any deficiencies identified shall be examined by and determination made by a qualified person as to whether they constitute a hazard and if more detailed inspection is required ASME B30.2-1.1(d).	Required. Hooks w/ deformation or cracks monthly 1910.179(j)(2)(iii). Hoist chains monthly inspection 1910.179(j)(2)(iv). A thorough inspection of all ropes shall be made at least once a month and certification record that includes the date of the inspection and an identifier for the ropes that were inspected 1910.179(m)(1).
Periodic Inspection	Required. Complete inspections of the crane should be performed at intervals generally defined in paragraph 1910.179(j)(1)(ii)(b) depending upon its activity, severity of service environment or specifically indicated in this section. These inspections shall include the requirements of frequent inspection 1910.179(j)(2)(ii) and in addition the items listed in 1910.179(j)(3). Any deficiencies such as listed shall be carefully examined and determination made as to whether they constitute a safety hazard.	Designated (trained). All inspections shall be performed by a designated person. Any deficiencies identified shall be examined by and determination made by a qualified person as to whether they constitute a hazard and if more detailed inspection is required ASME B30.2-1.1(d). In addition CMAA Spec 78-2.2 requires 2000 field hours and formal training every two years.	Required. Dated records shall be made of apparent external conditions found in ASME B30.2-1.5(c) to provide a basis for a continuing evaluation and kept on file. ASME B30.2-1.5(e).
Preventative Maintenance	Required. A preventive maintenance program based on OEM Recommendation. 1910.179(l)(1).	Designated (trained). CMAA Spec 78 requires training of persons working on cranes.	Required. Dated records should be placed on file. ASME B30.2-4.4.
Repairs and Adjustments	Required. Any unsafe conditions disclosed by the inspection requirements of paragraph 1910.179(j) of this section shall be corrected before operation of the crane is resumed. Adjustments and repairs shall be done only by designated personnel.	Designated (trained). ASME B30-4.2.4(b). CMAA Spec 78 requires training of persons working on cranes.	Required. Dated records should be kept on file. ASME B30.2-4.4.
Operator Training	Required. Designated means selected or assigned by the employer or employer representative as being qualified to perform specific duties. Crane operator training shall be provided to promote proficient performance of crane operator in conformance with the provisions of this volume. ASME B30.2-3.1.1.	Designated (trained). Crane operator training shall be provided to promote proficient performance of crane operator in conformance with the provisions of this volume. ASME B30.2-3.1.1.	Required. Issue a certificate or formal record that verifies the person has been trained and has passed examination required in ASME B30.2-3.3.3(c), or confirm that the person has a valid certificate or formal record that satisfies the requirements ASME B30.2-3.3(d).



Terms and Conditions for the Sale of Goods and Services

1. Applicability.

- These terms and conditions of sale (these "Terms") are the only terms that govern the sale of the goods ("Goods") and services ("Services") by Lift Solutions Holdings, LLC and its subsidiaries ("Seller") to the buyer named for these Terms ("Buyer").
- The accompanying quotation/service agreement/purchase order/order acknowledgement (the "Sales Confirmation") and these Terms (collectively, this "Agreement") comprise the entire agreement between the parties and supersede all prior or contemporaneous understandings, agreements, negotiations, representations and warranties, and communications, both written and oral. These Terms prevail over any of Buyer's general terms and conditions of purchase or other terms and conditions on any purchase order, payment enclosure or other writing regardless of whether or when Buyer has submitted its purchase order or such terms. Fulfillment of Buyer's order does not constitute acceptance of any of Buyer's terms and conditions and does not serve to modify or amend these Terms. Once a Sales Confirmation has been provided, Buyer may not cancel or modify any order without the written consent of Seller.
- Notwithstanding anything to the contrary contained in this Agreement, Seller may, from time to time change the Services without the consent of Buyer provided that such changes do not materially affect the nature or scope of the Services, or the fees or any performance dates set forth in the Sales Confirmation.

2. Delivery of Goods and Performance of Services.

- The Goods will be delivered within a reasonable time after the receipt of Buyer's purchase order, and subject to availability of finished Goods. Seller shall not be liable for any delays, loss, or damage in transit of any sort.
- Unless otherwise agreed in writing by the parties, Seller shall deliver the Goods to the delivery point indicated on the purchase order (the "Delivery Point") using Seller's standard methods for packaging and shipping such Goods. Unless otherwise agreed to by the parties in writing, Buyer shall be responsible for all loading costs and provide equipment and labor reasonably suited for receipt of the Goods or Services at the Delivery Point and will unload and release all transportation equipment promptly, so Seller incurs no demurrage or other expense. Buyer shall be solely liable for any demurrage or other expenses as a result of delays in the unloading of the Goods or releasing of all transportation equipment.
- Seller may, in its sole discretion, without liability or penalty, make partial shipments of Goods to Buyer. Each shipment will constitute a separate sale, and Buyer shall pay for the units shipped whether such shipment is in whole or partial fulfillment of Buyer's purchase order.
- Seller shall use reasonable efforts to meet any performance dates to render the Services specified in the Sales Confirmation, and any such dates shall be estimates only.
- With respect to the Services, Buyer shall (i) cooperate with Seller in all matters relating to the Services and provide such access to Buyer's premises, and such office accommodation and other facilities as may reasonably be requested by Seller, for the purposes of performing the Services; (ii) respond promptly to any Seller request to provide direction, information, approvals, authorizations, or decisions that are reasonably necessary for Seller to perform Services in accordance with the requirements of this Agreement; (iii) provide such customer materials or information as Seller may reasonably request to carry out the Services in a timely manner and ensure that such customer materials or information are complete and accurate in all material respects; and (iv) obtain and maintain all necessary licenses and consents and comply with all applicable laws in relation to the Services before the date on which the Services are to start.
- To the extent any of the Services are performed on Buyer's premises, Buyer shall be responsible for the safety and protection of Seller and its persons and property while providing the Services thereon. Buyer shall notify Seller of any hazardous or dangerous conditions which exist in Customer's premises immediately upon discovery.

3. Shipping Terms.

Delivery of the Goods shall be made in accordance with the shipping terms on the face of the Sales Confirmation.

4. Title and Risk of Loss.

Title and risk of loss pass to Buyer upon delivery of the Goods at the Delivery Point. As collateral security for the payment of the purchase price of the Goods, Buyer hereby grants to Seller a lien on and security interest in and to all of the right, title, and interest of Buyer in, to, and under the Goods, wherever located, and whether now existing or hereafter arising or acquired from time to time, and in all accessions thereto and replacements or modifications thereof, as well as all proceeds (including insurance proceeds) of the foregoing. The security interest granted under this provision constitutes a purchase money security interest under the Delaware Uniform Commercial Code.

5. **Buyer's Acts or Omissions and Site Conditions.** If Seller's performance of its obligations under this Agreement is prevented or delayed by any act or omission of Buyer or its agents, subcontractors, consultants, or employees, Seller shall not be deemed in breach of its obligations under this Agreement or otherwise liable for any costs, charges, or losses sustained or incurred by Buyer, in each case, to the extent arising directly or indirectly from such prevention or delay. Buyer warrants that the site where Goods are to be delivered and/or installed and/or where Services are to be performed shall be ready and adequate for Seller's delivery and/or installation of the Goods and/or performance of Services. Buyer's obligations in this regard include but are not limited to the removal of all obstructions and institution of adequate safety measures to protect Seller's property, employees, agents and contractors. Buyer shall be responsible for all costs and expenses associated with Seller's delay and/or inability to deliver and/or install the Goods or perform any Services related to Buyer's failure to comply with this Section 5. Seller in no way warrants the sufficiency of the site, in whole or in part, where the Services are performed and/or Goods are to be delivered, installed and/or used.

**6. Inspection and Rejection of Nonconforming Goods or Services.**

- Buyer shall inspect the Goods or Services within five (5) days of receipt and all Services performed within five (5) days of completion ("Inspection Period"). Buyer will be deemed to have accepted the Goods and or the Services unless it notifies Seller in writing of any Nonconforming Goods or Non-Conforming Services during the Inspection Period and furnishes such written evidence or other documentation as reasonably required by Seller. "Nonconforming Goods" means only the following: (i) product shipped is different than identified in Buyer's purchase order; or (ii) product's label or packaging incorrectly identifies its contents. "Nonconforming Services" means that the Services did not comply with any written specifications (if applicable) in the Sales Confirmation.
- If Buyer timely notifies Seller of any Nonconforming Goods or Nonconforming Services, Seller shall, in its sole discretion, (i) replace such Nonconforming Goods with conforming Goods or repair the Nonconforming Services, or (ii) credit or refund the Price for such Nonconforming Goods or Nonconforming Services, together with any reasonable shipping and handling expenses incurred by Buyer in connection therewith. In the case of Nonconforming Goods, Buyer shall ship, at its expense and risk of loss, the Nonconforming Goods to Seller's facility. If Seller exercises its option to replace Nonconforming Goods, Seller shall, after receiving Buyer's shipment of Nonconforming Goods, ship to Buyer, at Buyer's expense and risk of loss, the replaced Goods to the Delivery Point.
- Buyer acknowledges and agrees that the remedies set forth in Section 6(b) are Buyer's exclusive remedies for the delivery of Nonconforming Goods and Nonconforming Services. Except as provided under Section 6(b), all sales of Goods and Services provided to Buyer are made on a one-way basis and Buyer has no right to return Goods or Services purchased under this Agreement to Seller.

7. Price.

- Buyer shall purchase the Goods and Services from Seller at the prices (the "Prices") set forth in the Sales Confirmation. Prices quoted by Seller shall remain firm for a period of thirty (30) days from the date of a Quotation; provided, however, that Seller reserves the right, at any time prior to the acceptance of a Quotation by Buyer to adjust said prices by providing written notice to Buyer regarding any such adjustment.
- Buyer agrees to reimburse Seller for all reasonable travel and out-of-pocket expenses incurred by Seller in connection with the performance of the Services.
- All Prices are exclusive of all sales, use, and excise taxes, and any other similar taxes, duties, and charges of any kind imposed by any Governmental Authority on any amounts payable by Buyer. Buyer shall be responsible for all such charges, costs, and taxes; provided, that, Buyer shall not be responsible for any taxes imposed on, or with respect to, Seller's income, revenues, gross receipts, personal or real property, or other assets.

8. Payment Terms.

- Buyer shall pay all invoiced amounts due to Seller within thirty (30) days from the date of Seller's invoice, unless deviations to these standard terms have been previously agreed to in writing by the parties.
- In the event the contract is terminated or suspended for any reason other than Seller's material default, Buyer shall pay Seller for all work performed, materials procured, and costs incurred up to the date of termination, including a reasonable margin on work in process. Buyer acknowledges that all Goods produced under this Agreement are custom-engineered for Buyer and have no alternative use to Seller without significant rework or loss of value.
- Buyer shall reimburse Seller for all costs incurred in collecting any late payments, including, without limitation, attorneys' fees. In addition to all other remedies available under these Terms or at law (which Seller does not waive by the exercise of any rights hereunder), Seller shall be entitled to suspend the delivery of any Goods or performance of any Services and stop Goods in transit if Buyer fails to pay any amounts when due hereunder and such failure continues for fourteen (14) days following written notice thereof.
- Buyer shall not withhold payment of any amounts due and payable by reason of any set-off of any claim or dispute with Seller, whether relating to Seller's breach, bankruptcy, or otherwise.

9. Limited Warranty & Waiver.

- Seller warrants to Buyer that for a period of twelve (12) months from the date of shipment (the "Warranty Period") all Goods will materially conform to Seller's specifications and will be free from material defects in material and workmanship (the "Goods Warranty").
- The foregoing Goods Warranty shall not apply to: (a) any Goods, or parts or components thereof, that have been used or operated prior to being sold to Buyer ("Used Goods") or (b) Goods manufactured by a third party, including parts or components thereof ("Third-Party Goods"). Seller will use commercially reasonable efforts to pass through any warranties provided by the manufacturer for such Third-Party Goods to Buyer. For the avoidance of doubt, SELLER MAKES NO REPRESENTATION OR WARRANTIES WITH RESPECT TO ANY USED GOODS OR THIRD-PARTY GOODS, INCLUDING ANY (a) WARRANTY OF MERCHANTABILITY; (b) WARRANTY OF FITNESS FOR A PARTICULAR PURPOSE; (c) WARRANTY OF TITLE; OR (d) WARRANTY AGAINST INFRINGEMENT OF INTELLECTUAL PROPERTY RIGHTS OF A THIRD PARTY; WHETHER EXPRESS OR IMPLIED, BY LAW, COURSE OF DEALING, USAGE, TRADE OR OTHERWISE, AND ALL SUCH REPRESENTATIONS AND WARRANTIES ARE HEREBY EXPRESSLY DISCLAIMED.
- EXCEPT AS EXPRESSLY PROVIDED HEREIN, ALL GOODS AND SERVICES (INCLUDING BUT NOT LIMITED TO ANY INSPECTION SERVICES) ARE PURCHASED BY BUYER "AS IS" AND "WITH ALL FAULTS." SELLER MAKES NO WARRANTIES WHATSOEVER WITH RESPECT TO THE GOODS OR THE SERVICES, INCLUDING ANY (a) WARRANTY THAT THE SERVICES WILL BE ACCURATE, COMPLETE OR ERROR FREE OR WILL ACHIEVE ANY PARTICULAR RESULTS; (b) WARRANTY OF MERCHANTABILITY; OR (c) WARRANTY OF FITNESS FOR A PARTICULAR PURPOSE; OR (d) WARRANTY OF TITLE; OR (e) WARRANTY AGAINST INFRINGEMENT OF INTELLECTUAL PROPERTY RIGHTS OF A THIRD PARTY; WHETHER EXPRESS OR IMPLIED BY LAW, COURSE OF DEALING, COURSE OF PERFORMANCE, USAGE OF TRADE, OR OTHERWISE. ALL EXPRESS WARRANTIES PROVIDED

BY SELLER (IF ANY) ARE LIMITED TO AND ONLY FOR THE BENEFIT OF BUYER AND ARE NOT TRANSFERABLE OR ASSIGNABLE BY BUYER WITHOUT THE PRIOR WRITTEN CONSENT OF SELLER.

- The Seller shall not be liable for a breach of the Goods Warranty unless: (i) Buyer gives written notice of the defect, reasonably described, to Seller within ten (10) days of the time when Buyer discovers or ought to have discovered the defect; (ii) Seller is given a reasonable opportunity after receiving the notice to examine such Goods and Buyer (if requested to do so by Seller) returns such Goods to Seller's place of business at Seller's cost for the examination to take place there; and (iii) Seller reasonably verifies Buyer's claim that the Goods are defective. Additionally, the Seller shall not be liable for a breach of the Goods Warranty if: (i) Buyer makes any further use of such Goods after giving such notice; (ii) the defect arises because Buyer failed to follow Seller's oral or written instructions as to the storage, installation, commissioning, use or maintenance of the Goods; or (iii) Buyer alters or repairs such Goods without the prior written consent of Seller.
- During the Warranty Period, and subject to the limitations included in this Section 9 and in Section 10 below, with respect to any Goods during the Warranty Period, Seller shall, in its sole discretion, either: (i) repair or replace such Goods or (ii) credit or refund the price of such Goods at the contracted rate. THE REMEDIES SET FORTH IN THIS SECTION 9(E) SHALL BE THE BUYER'S SOLE AND EXCLUSIVE REMEDY AND SELLER'S ENTIRE LIABILITY FOR ANY BREACH OF THE GOODS WARRANTY.

10. Limitation of Liability, Indemnification, Waiver.

To the maximum extent permitted by applicable law:

- IN NO EVENT SHALL SELLER BE LIABLE TO BUYER OR ANY THIRD PARTY FOR ANY LOSS OF USE, REVENUE OR PROFIT OR LOSS OF DATA OR DIMINUTION IN VALUE, OR FOR ANY CONSEQUENTIAL, INDIRECT, INCIDENTAL, SPECIAL, EXEMPLARY, LIQUIDATED OR PUNITIVE DAMAGES WHETHER ARISING OUT OF BREACH OF CONTRACT, TORT (INCLUDING BUT NOT LIMITED TO NEGLIGENCE AND PRODUCT LIABILITY), OR OTHERWISE, REGARDLESS OF WHETHER SUCH DAMAGES WERE FORESEEABLE AND WHETHER OR NOT SELLER HAS BEEN ADVISED OF THE POSSIBILITY OF SUCH DAMAGES, AND NOTWITHSTANDING THE FAILURE OF ANY AGREED OR OTHER REMEDY OF ITS ESSENTIAL PURPOSE.
- IN NO EVENT SHALL SELLER'S AGGREGATE LIABILITY ARISING OUT OF OR RELATED TO THIS AGREEMENT, WHETHER ARISING OUT OF OR RELATED TO BREACH OF CONTRACT, TORT (INCLUDING BUT NOT LIMITED TO NEGLIGENCE AND PRODUCT LIABILITY), OR OTHERWISE, EXCEED THE TOTAL OF THE AMOUNTS PAID TO SELLER FOR THE GOODS AND SERVICES SOLD HEREUNDER IN THE PREVIOUS SIX (6) MONTHS or \$50,000, WHICHEVER IS LESS. BUYER HEREBY EXPRESSLY WAIVES ITS RIGHT TO ASSERT A CLAIM OR DEFENSE FOR RECOUPMENT AND/OR SETOFF, EQUITABLE OR OTHERWISE, WHEN BUYER'S UNDERLYING CLAIM WOULD BE BARRED BY THE APPLICABLE STATUTE OF LIMITATIONS PERIOD.
- SELLER SHALL NOT BE LIABLE FOR AND BUYER SHALL RELEASE, INDEMNIFY, DEFEND AND HOLD HARMLESS SELLER AND ANY ENTITY AFFILIATED IN ANY WAY THEREWITH FROM ANY CLAIMS, DEMANDS, DAMAGES (REGARDLESS OF THEIR TYPE, INCLUDING, BUT NOT LIMITED TO DIRECT, INDIRECT, CONSEQUENTIAL, INCIDENTAL, PUNITIVE OR SPECIAL), LIABILITIES, LOSSES AND EXPENSES (WHETHER KNOWN OR UNKNOWN, PRESENT OR FUTURE), AND ANY AND ALL LIABILITY, OF AND FROM ANY AND ALL MANNER OF SUITS, ACTIONS OR CAUSE(S) OF ACTION (INCLUDING BUT NOT LIMITED TO SUITS FOR CONTRIBUTION AND/OR INDEMNITY AND ALL SUITS IN LAW, IN EQUITY, OR UNDER STATUTE, OF WHATEVER KIND OR NATURE) ON ACCOUNT OF OR IN ANY WAY ARISING OUT OF ACTS OR OMISSIONS OF BUYER, ITS AGENTS, CONTRACTORS, EMPLOYEES OR ANY PERSON UNDER THEIR CONTROL (OTHER THAN SELLER) OR RELATING IN ANY WAY TO GOODS AND SERVICES PROVIDED UNDER A QUOTATION, A PURCHASE ORDER OR ANY OTHER AGREEMENT BETWEEN BUYER AND SELLER OR THE GOODS OR EQUIPMENT RELATED THERETO, INCLUDING, BUT NOT LIMITED TO BUYER'S USE, INSTALLATION, INCORPORATION OR SELECTION THEREOF. BUYER HEREBY WAIVES ANY IMMUNITY OR DEFENSE UNDER APPLICABLE WORKERS' COMPENSATION LAWS OR OTHER LAWS THAT WOULD OTHERWISE LIMIT BUYER'S OBLIGATIONS HEREUNDER.

11. Insurance.

During the term of this Agreement Buyer shall, at its own expense, maintain and carry insurance in full force and effect which includes, but is not limited to, commercial general liability (including Products and Completed Operations liability) in a sum no less than \$2,000,000 per occurrence with financially sound and reputable insurers, and shall name Seller as an Additional Insured on its commercial general liability policy. Such coverage shall be written on a primary and non-contributory basis. Upon Seller's request, Buyer shall provide Seller with a certificate of insurance from Buyer's insurer evidencing the insurance coverage specified in these Terms. Buyer shall provide Seller with thirty (30) days' advance written notice in the event of a cancellation or material change in Buyer's insurance policy. Except where prohibited by law, Buyer shall require its insurer to waive all rights of subrogation against Seller's insurers and Seller.

12. Inspection Services Disclaimer.

- At the request of Buyer, the scope of any equipment (or component) inspection performed by Seller is limited exclusively to a search for readily observable defects apparent on the equipment and on those equipment component parts identified in the inspection scope accompanying a Sales Confirmation or other agreement that are safely and conveniently accessible to the inspecting personnel. Seller shall not dismantle the equipment or the equipment components to be inspected, nor shall it use any other means to inspect and detect latent or non-observable defective conditions in the equipment or its components. Notwithstanding the performance of this inspection and regardless of any representation made in any report to the contrary, Buyer acknowledges and agrees that: (i) latent or non-observable defects may exist or develop on or in the subject equipment or its components on or following the moment of inspection and Buyer is hereby notified of the potential existence thereof; and (ii) the use of equipment possessing any defect, including latent or non-observable defects, may result in catastrophic equipment failure potentially causing damage to property or injury or death to persons in, on or around the subject equipment.
- The conditions identified during the equipment (or component) inspection and reported by Seller orally or in writing are representative of the condition of the subject equipment and its components as they appeared during the inspection. These conditions can and will change immediately following inspection due to the use or non-use of the subject equipment (and its components). The information provided to Buyer



INSPECTION SERVICES PROPOSAL

as a result of and following an inspection does not reflect any changes in the condition of the subject equipment and/or its components following inspection by Seller and Buyer retains and/or assumes all risk for such changes in condition. Buyer is hereby notified and acknowledges and agrees that delivery by email or other electronic means of any report prepared by Seller setting forth the results of an inspection constitutes delivery to and acknowledgment of receipt by Buyer of such report.

- The decision following an inspection concerning whether or not to repair or replace the equipment or any deficient component of the subject equipment lies exclusively with Buyer. By completing the inspection and preparing the inspection report, Seller expressly recommends that Buyer authorize the repair and/or replacement of the equipment or any component identified during the inspection or listed in the report derived therefrom as deficient in any manner or degree prior to operating the subject equipment. Seller hereby notifies Buyer that any inspection report may contain information regarding deficient equipment and/or components thereof that require the immediate attention of Buyer and that any failure to repair and/or replace such deficient equipment and components thereof may result in catastrophic equipment failure causing damage to property or injury or death to persons in, on or around the subject equipment.
- SELLER IS NOT LIABLE FOR CLAIMS, DEMANDS, DAMAGES, OR LIABILITY ARISING FROM (I) CAUSES OUTSIDE THE SCOPE OF THE INSPECTION AS IDENTIFIED IN SECTION 12.A., (II) ANY CONDITION THAT OCCURS FOLLOWING THE INSPECTION AS IDENTIFIED IN SECTION 12.B., (III) FAILURE OF BUYER TO REPAIR OR REPLACE ANY EQUIPMENT OR COMPONENT AS IDENTIFIED IN SECTION 12.C., OR (IV) FLAWS THAT ARE NOT DETECTABLE BY OR WHOSE DETECTION IS LIMITED WHEN UTILIZING THE INSPECTION METHODS DESCRIBED IN SECTION 12.

13. **Approval Drawings.** Approval drawings, if provided to Buyer by Seller and either signed by a representative of Buyer with apparent authority to do so or not objected to by Buyer in writing within a reasonable time shall constitute exclusive proof regarding Buyer's verification and acceptance of the dimensions and other information relating to the goods described therein, and Seller shall be entitled to rely on such approval drawings to provide the Goods and Services referenced therein. Buyer hereby assumes any and all responsibility for any inaccurate or incomplete information contained therein. TO THE EXTENT THAT BUYER PROVIDES THE DESIGN AND/OR SPECIFICATIONS FOR ANY GOODS OR SERVICES TO BE PROVIDED OR PERFORMED BY SELLER, BUYER SHALL INDEMNIFY, DEFEND, AND HOLD HARMLESS SELLER AGAINST ALL CLAIMS, SUITS, AND CAUSES OF ACTION AND FROM ALL COSTS, EXPENSES, DAMAGES AND LIABILITIES (INCLUDING BUT NOT LIMITED TO ATTORNEYS' AND CONSULTANTS' FEES) FROM IMPROPER OR DEFECTIVE DESIGN AND FOR ACTUAL OR ALLEGED INFRINGEMENT OF ANY UNITED STATES OR FOREIGN PATENT, COPYRIGHT, TRADEMARK, INTELLECTUAL PROPERTY RIGHTS, OR PROPRIETARY RIGHTS OF THIRD PARTIES BY REASON OF THE USE, SALE, MANUFACTURE, OR DESIGN OF SUCH GOODS AND/OR SERVICES.
14. **Inherent Defects.** To the extent remanufacturing, refurbishment, modernization, and/or modification services are included within the scope of Services identified in a Sales Confirmation or any agreement between Buyer and Seller, any defect in Buyer's equipment to which Seller performs such services that is attributable in whole or in part to engineering, design specifications, latent defects, corrosion, or fatigue that are inherent to and/or present in or on the equipment is not covered by any warranty of Seller, and Seller shall not be liable for any costs, expenses, losses, or damages of any nature whatsoever that are caused in whole or in part by any such defect.
15. **Intellectual Property.** All intellectual property rights in and to the Goods, the Services, and all documents, work product and other materials that are delivered to Buyer under this Agreement or prepared by or on behalf of the Seller in the course of performing the Services (collectively, the "Deliverables") shall be owned by Seller or Seller's licensors. Seller hereby grants Buyer a license to use all Intellectual Property Rights in the Deliverables free of additional charge and on a non-exclusive, non-transferable, non-sublicensable, fully paid-up, royalty-free and perpetual basis to the extent necessary to enable Buyer to make reasonable use of the Goods, Deliverables and the Services while this Agreement remains in effect.
16. **Compliance with Law.** Buyer shall comply with all applicable laws, regulations, and ordinances. Buyer shall maintain in effect all the licenses, permissions, authorizations, consents, and permits that it needs to carry out its obligations under this Agreement. Buyer shall comply with all export and import laws of all countries involved in the sale of the Goods under this Agreement or any resale of the Goods by Buyer. Buyer assumes all responsibility for shipments of Goods requiring any government import clearance. Seller may terminate this Agreement if any governmental authority imposes antidumping or countervailing duties or any other duties or penalties on the Goods.
17. **Subcontractors.** Buyer acknowledges and agrees that Seller may utilize subcontractors to perform any of its obligations under this Agreement.
18. **Termination.** In addition to any remedies that may be provided under these Terms, either party may terminate this Agreement with immediate effect, if such party: (a) fails to pay any amount when due under this Agreement; (b) has not otherwise performed or complied with any of these Terms, in whole or in part, and fails to cure such deficient performance within thirty (30) days' notice from the other party; or (c) becomes insolvent, files a petition for bankruptcy or commences or has commenced against it proceedings relating to bankruptcy, receivership, reorganization, or assignment for the benefit of creditors.
19. **Waiver.** No waiver by Seller of any of the provisions of this Agreement is effective unless explicitly set forth in writing and signed by Seller. No failure to exercise, or delay in exercising, any right, remedy, power, or privilege arising from this Agreement operates or may be construed, as a waiver thereof. No single or partial exercise of any right, remedy, power, or privilege hereunder precludes any other or further exercise thereof or the exercise of any other right, remedy, power, or privilege.
20. **Confidential Information.** All non-public, confidential, or proprietary information of each party, including, but not limited to, specifications, samples, patterns, designs, plans, drawings, documents, data, business operations, customer lists, pricing, discounts, or rebates, disclosed by either party to the other, whether disclosed orally or disclosed or accessed in written, electronic or other form or media, and whether or not marked, designated, or otherwise identified as "confidential," in connection with this Agreement is confidential, solely for the use of performing this Agreement and may not be disclosed or copied unless authorized by an officer of the disclosing party in writing. Upon the disclosing party's request, the recipient of information shall promptly return all documents and other materials received from the other party. This Section shall not apply to information that



INSPECTION SERVICES PROPOSAL

is: (a) in the public domain at the time of the disclosure; (b) known to the recipient at the time of disclosure; or (c) rightfully obtained by the recipient on a non-confidential basis from a third party who was not under an obligation of confidentiality with respect to such information.

21. **Force Majeure.** No party shall be liable or responsible to the other party, or be deemed to have defaulted under or breached this Agreement, for any failure or delay in fulfilling or performing any term of this Agreement (except for any obligations of Buyer to make payments to Seller hereunder), when and to the extent such failure or delay is caused by or results from acts beyond the impacted party's reasonable control, including, without limitation: (a) acts of God; (b) flood, fire, earthquake, pandemics or explosion; (c) war, invasion, hostilities (whether war is declared or not), terrorist threats or acts, riot or other civil unrest; (d) government order, law, or actions; (e) embargoes or blockades in effect on or after the date of this Agreement; (f) national or regional emergency; (g) strikes, labor stoppages or slowdowns, or other industrial disturbances; (h) telecommunication breakdowns, power outages or shortages, lack of warehouse or storage space, inadequate transportation services, or inability or delay in obtaining supplies of adequate or suitable materials; and (i) other similar events beyond the reasonable control of the Impacted Party. The Impacted Party shall give notice within ten (10) days of the Force Majeure Event to the other party. The Impacted Party shall use diligent efforts to end the failure or delay and ensure the effects of such Force Majeure Event are minimized.
22. **Assignment.** Buyer shall not assign any of its rights or delegate any of its obligations under this Agreement without the prior written consent of Seller. Any purported assignment or delegation in violation of this Section is null and void. No assignment or delegation relieves Buyer of any of its obligations under this Agreement.
23. **Relationship of the Parties.** The relationship between the parties is that of independent contractors. Nothing contained in this Agreement shall be construed as creating any agency, partnership, joint venture, or other form of joint enterprise, employment, or fiduciary relationship between the parties, and neither party shall have authority to contract for or bind the other party in any manner whatsoever.
24. **No Third-Party Beneficiaries.** This Agreement is for the sole benefit of the parties hereto and their respective successors and permitted assigns and nothing herein, express or implied, is intended to or shall confer upon any other person or entity any legal or equitable right, benefit, or remedy of any nature whatsoever under or by reason of these Terms.
25. **Governing Law.** All matters arising out of or relating to this Agreement are governed by and construed in accordance with the internal laws of the State of Delaware without giving effect to any choice or conflict of law provision or rule that would cause the application of the laws of any jurisdiction other than those of the State of Delaware.
26. **Submission to Jurisdiction.** Any legal suit, action, or proceeding arising out of or relating to this Agreement shall be instituted in the federal courts of the United States of America or the courts of the State of Delaware in each case located in the City of Wilmington, and each party irrevocably submits to the exclusive jurisdiction of such courts in any such suit, action, or proceeding.
27. **WAIVER OF JURY TRIAL.** EACH PARTY ACKNOWLEDGES AND AGREES THAT ANY CONTROVERSY THAT MAY ARISE UNDER THIS AGREEMENT IS LIKELY TO INVOLVE COMPLICATED AND DIFFICULT ISSUES AND, THEREFORE, EACH SUCH PARTY IRREVOCABLY AND UNCONDITIONALLY WAIVES ANY RIGHT IT MAY HAVE TO A TRIAL BY JURY IN RESPECT OF ANY LEGAL ACTION ARISING OUT OF OR RELATING TO THIS AGREEMENT OR THE TRANSACTIONS CONTEMPLATED HEREBY.
28. **Notices.** All notices, requests, consents, claims, demands, waivers, and other communications hereunder shall be in writing and addressed to the parties at the addresses set forth on the face of the Sales Confirmation. All Notices shall be delivered by personal delivery, nationally recognized overnight courier (with all fees pre-paid), email (with confirmation of transmission), or certified or registered mail (in each case, return receipt requested, postage prepaid). Except as otherwise provided in this Agreement, a Notice is effective only (a) upon receipt of the receiving party, and (b) if the party giving the Notice has complied with the requirements of this Section.
29. **Severability.** If any term or provision of this Agreement is invalid, illegal, or unenforceable in any jurisdiction, such invalidity, illegality, or unenforceability shall not affect any other term or provision of this Agreement or invalidate or render unenforceable such term or provision in any other jurisdiction.
30. **Survival.** Provisions of these Terms which by their nature should apply beyond their terms will remain in force after any termination or expiration of this Agreement including, but not limited to, the following provisions: Warranty Waiver, Limitation of Liability, Insurance, Intellectual Property, Compliance with Laws, Confidential Information, Governing Law, Submission to Jurisdiction, Waiver of Jury Trial, and Survival.
31. **Amendment and Modification.** These Terms may only be amended or modified in a writing stating specifically that it amends these Terms and is signed by an authorized representative of each party.



CITY OF GRIFFIN

P. O. BOX T
GRIFFIN, GA
Attn: **Robert Clark**
678.692.0391
rclark@cityofgriffin.com

Quote # 08072026-7
August 07, 2026

Quote valid through September 06,
2026

LIFT SOLUTIONS HOLDINGS • 5580 Fulton Industrial Blvd, Atlanta, GA 30336

Sales Rep • Roy Peters | 470.226.7726 | RPeters@theliftsolutions.com

WE ARE PLEASED TO OFFER THE FOLLOWING PROPOSAL FOR YOUR REVIEW AND CONSIDERATION

Periodic Annual with Preventative Maintenance Program

Potato Creek

Lift Solutions Holdings is pleased to offer you the following services to keep your company OSHA compliant in regards to OSHA 1910.179. It is important to know that even though a Periodic inspection is a great step to improve safety and reliability, if you are not completing a frequent inspection with documentation on a minimum monthly frequency you are out of compliance.

OSHA requires inspections to be completed based on the duty class of your equipment so some heavy use cranes may require a periodic inspection on a quarterly or semi-annual basis. We can help you determine which units require this.

Inspection Labor	\$875.00
5-Ton Monorail IPS	
2-Ton Yale Lift Station 16	
Total Annual Investment	\$875.00

(Anything Outside of Scope of Work Will be Billed at Time and Materials)

Payment Terms: All payments due Net 30 days from invoice date.



INSPECTION SERVICES PROPOSAL

Proposal By:
Roy Peters

Accepted By:

Authorized Representative Date

Customer Representative Date



PERIODIC INSPECTION WITH PREVENTATIVE MAINTENANCE

OBJECTIVE AND DESCRIPTION

The Periodic Inspection has been designed to inspect equipment for deficiencies and deviations as defined in the OSHA safety and health regulations set forth for a periodic inspection.

A Lift Solutions trained and qualified inspector will perform the inspection and give recommendations for repair or replacement.

The inspection interval is defined in OSHA requirements. Frequency is determined taking into account crane usage and operating environment.

SCOPE

The service includes visual inspection, as well as operational and functional tests of the equipment as defined in applicable regulations.

Lift Solutions will inspect mechanical components for maladjustment, excessive wear, cracks, corrosion, improper attachment, improper function, deformations and oil leakages and electrical components for improper function, corrosion, deterioration and improper attachment.

Inspected objects typically include:

- Limit switches, overload protection and other safety devices
- Safety and operational labels, capacity markings
- Hoist brake, motor, coupling and gear
- Rope drum, rope/chain, rope sheaves/chain wheels, hook block, hook, hook latches
- Covers and guards
- Traveling, traversing and rotating machineries
- Mainline disconnect, crane main switch, power supply, electric panels, control devices
- Crane and trolley structures, end trucks, walkways and stairs
- Bumpers, end stops
- Pneumatic or hydraulic systems
- Lubrication points
- Minor adjustments

The following is not included:

- Load test, oil analysis, repairs or replacement of any parts
- Inspection of internal components that require disassembly, such as gear cases, coupling and internal hook block

DELIVERABLES

- Safety Notification delivered to point of contact before equipment is returned to operation, when deemed necessary
- Inspection report that fulfills statutory requirements

CUSTOMER BENEFITS

- Satisfies regulatory requirements helping you stay compliant
- Safety and production risks are documented and recommendations for corrective actions are provided
- Provides recommendations for improving the safety, productivity, application or useful life of the asset



FREQUENT COMPLIANCE INSPECTION

OBJECTIVE AND DESCRIPTION

The Frequent Compliance Inspection has been designed to inspect equipment for deficiencies and deviations as defined in the OSHA safety and health regulations set forth for the frequent compliance inspection.

A Lift Solutions trained and qualified inspector will perform the inspection and give recommendations for repair, replacement or adjustment.

The inspection interval is defined in OSHA requirements. Frequency is determined taking into account crane usage and operating environment.

SCOPE

The service includes visual inspection of safety-critical components, as well as operational and functional tests of the equipment as defined in applicable regulations.

Lift Solutions will inspect mechanical components for improper function, excessive wear, cracks, improper attachment and oil leakages; and electrical components for improper function and improper attachment.

Inspected objects typically include visual inspection of:

- Limit switches, overload protection and other safety devices
- Safety labels, capacity markings
- Hoist brake, motor, coupling and gear
- Rope drum, rope/chain, rope sheaves/chain wheels, hook block, hook, hook latches

The following is not included:

- Lubrications, adjustments, load test, oil analysis, repairs or replacement of any parts
- Inspection of internal components that require disassembly, such as gear cases, coupling and internal hook block

DELIVERABLES

- Safety Notification delivered to point of contact before equipment is returned to operation, when deemed necessary
- Inspection report that fulfills statutory requirements
- Monthly certification record for hook and wire rope or load chain

CUSTOMER BENEFITS

- Satisfies regulatory requirements helping you stay compliant
- Safety and production risks are documented and recommendations for corrective actions are provided
- Provides recommendations for improving the safety, productivity, application or useful life of the asset



OSHA COMPLIANCE REQUIREMENTS

Frequent Inspection	Required. Visual inspection: The items list in 1910.179(j)(2) shall be inspected for defects at intervals defined in 1910.179(j)(1)(ii), specifically indicating, including observations during exposure for any defects which might appear between regular inspections. All deficiencies such as listed shall be carefully examined and determination made as to whether they constitute a safety hazard.	Designated (trained). All inspections shall be performed by a designated person. Any deficiencies identified shall be examined by and determination made by a qualified person as to whether they constitute a hazard and if more detailed inspection is required ASME B30.2-1.1(d).	Required. Hooks w/ deformation or cracks monthly 1910.179(j)(2)(iii). Hoist chains monthly inspection 1910.179(j)(2)(iv). A thorough inspection of all ropes shall be made at least once a month and certification record that includes the date of the inspection and an identifier for the ropes that were inspected 1910.179(m)(1).
Periodic Inspection	Required. Complete inspections of the crane should be performed at intervals generally defined in paragraph 1910.179(j)(1)(ii)(b) depending upon its activity, severity of service environment or specifically indicated in this section. These inspections shall include the requirements of frequent inspection 1910.179(j)(2)(ii) and in addition the items listed in 1910.179(j)(3). Any deficiencies such as listed shall be carefully examined and determination made as to whether they constitute a safety hazard.	Designated (trained). All inspections shall be performed by a designated person. Any deficiencies identified shall be examined by and determination made by a qualified person as to whether they constitute a hazard and if more detailed inspection is required ASME B30.2-1.1(d). In addition CMAA Spec 78-2.2 requires 2000 field hours and formal training every two years.	Required. Dated records shall be made of apparent external conditions found in ASME B30.2-1.5(c) to provide a basis for a continuing evaluation and kept on file. ASME B30.2-1.5(e).
Preventative Maintenance	Required. A preventive maintenance program based on OEM Recommendation. 1910.179(l)(1).	Designated (trained). CMAA Spec 78 requires training of persons working on cranes.	Required. Dated records should be placed on file. ASME B30.2-4.4.
Repairs and Adjustments	Required. Any unsafe conditions disclosed by the inspection requirements of paragraph 1910.179(j) of this section shall be corrected before operation of the crane is resumed. Adjustments and repairs shall be done only by designated personnel.	Designated (trained). ASME B30-4.2.4(b). CMAA Spec 78 requires training of persons working on cranes.	Required. Dated records should be kept on file. ASME B30.2-4.4.
Operator Training	Required. Designated means selected or assigned by the employer or employer representative as being qualified to perform specific duties. Crane operator training shall be provided to promote proficient performance of crane operator in conformance with the provisions of this volume. ASME B30.2-3.1.1.	Designated (trained). Crane operator training shall be provided to promote proficient performance of crane operator in conformance with the provisions of this volume. ASME B30.2-3.1.1.	Required. Issue a certificate or formal record that verifies the person has been trained and has passed examination required in ASME B30.2-3.3.3(c), or confirm that the person has a valid certificate or formal record that satisfies the requirements ASME B30.2-3.3(d).



Terms and Conditions for the Sale of Goods and Services

1. Applicability.

- These terms and conditions of sale (these "Terms") are the only terms that govern the sale of the goods ("Goods") and services ("Services") by Lift Solutions Holdings, LLC and its subsidiaries ("Seller") to the buyer named for these Terms ("Buyer").
- The accompanying quotation/service agreement/purchase order/order acknowledgement (the "Sales Confirmation") and these Terms (collectively, this "Agreement") comprise the entire agreement between the parties and supersede all prior or contemporaneous understandings, agreements, negotiations, representations and warranties, and communications, both written and oral. These Terms prevail over any of Buyer's general terms and conditions of purchase or other terms and conditions on any purchase order, payment enclosure or other writing regardless of whether or when Buyer has submitted its purchase order or such terms. Fulfillment of Buyer's order does not constitute acceptance of any of Buyer's terms and conditions and does not serve to modify or amend these Terms. Once a Sales Confirmation has been provided, Buyer may not cancel or modify any order without the written consent of Seller.
- Notwithstanding anything to the contrary contained in this Agreement, Seller may, from time to time change the Services without the consent of Buyer provided that such changes do not materially affect the nature or scope of the Services, or the fees or any performance dates set forth in the Sales Confirmation.

2. Delivery of Goods and Performance of Services.

- The Goods will be delivered within a reasonable time after the receipt of Buyer's purchase order, and subject to availability of finished Goods. Seller shall not be liable for any delays, loss, or damage in transit of any sort.
- Unless otherwise agreed in writing by the parties, Seller shall deliver the Goods to the delivery point indicated on the purchase order (the "Delivery Point") using Seller's standard methods for packaging and shipping such Goods. Unless otherwise agreed to by the parties in writing, Buyer shall be responsible for all loading costs and provide equipment and labor reasonably suited for receipt of the Goods or Services at the Delivery Point and will unload and release all transportation equipment promptly, so Seller incurs no demurrage or other expense. Buyer shall be solely liable for any demurrage or other expenses as a result of delays in the unloading of the Goods or releasing of all transportation equipment.
- Seller may, in its sole discretion, without liability or penalty, make partial shipments of Goods to Buyer. Each shipment will constitute a separate sale, and Buyer shall pay for the units shipped whether such shipment is in whole or partial fulfillment of Buyer's purchase order.
- Seller shall use reasonable efforts to meet any performance dates to render the Services specified in the Sales Confirmation, and any such dates shall be estimates only.
- With respect to the Services, Buyer shall (i) cooperate with Seller in all matters relating to the Services and provide such access to Buyer's premises, and such office accommodation and other facilities as may reasonably be requested by Seller, for the purposes of performing the Services; (ii) respond promptly to any Seller request to provide direction, information, approvals, authorizations, or decisions that are reasonably necessary for Seller to perform Services in accordance with the requirements of this Agreement; (iii) provide such customer materials or information as Seller may reasonably request to carry out the Services in a timely manner and ensure that such customer materials or information are complete and accurate in all material respects; and (iv) obtain and maintain all necessary licenses and consents and comply with all applicable laws in relation to the Services before the date on which the Services are to start.
- To the extent any of the Services are performed on Buyer's premises, Buyer shall be responsible for the safety and protection of Seller and its persons and property while providing the Services thereon. Buyer shall notify Seller of any hazardous or dangerous conditions which exist in Customer's premises immediately upon discovery.

3. Shipping Terms.

Delivery of the Goods shall be made in accordance with the shipping terms on the face of the Sales Confirmation.

4. Title and Risk of Loss.

Title and risk of loss pass to Buyer upon delivery of the Goods at the Delivery Point. As collateral security for the payment of the purchase price of the Goods, Buyer hereby grants to Seller a lien on and security interest in and to all of the right, title, and interest of Buyer in, to, and under the Goods, wherever located, and whether now existing or hereafter arising or acquired from time to time, and in all accessions thereto and replacements or modifications thereof, as well as all proceeds (including insurance proceeds) of the foregoing. The security interest granted under this provision constitutes a purchase money security interest under the Delaware Uniform Commercial Code.

5. **Buyer's Acts or Omissions and Site Conditions.** If Seller's performance of its obligations under this Agreement is prevented or delayed by any act or omission of Buyer or its agents, subcontractors, consultants, or employees, Seller shall not be deemed in breach of its obligations under this Agreement or otherwise liable for any costs, charges, or losses sustained or incurred by Buyer, in each case, to the extent arising directly or indirectly from such prevention or delay. Buyer warrants that the site where Goods are to be delivered and/or installed and/or where Services are to be performed shall be ready and adequate for Seller's delivery and/or installation of the Goods and/or performance of Services. Buyer's obligations in this regard include but are not limited to the removal of all obstructions and institution of adequate safety measures to protect Seller's property, employees, agents and contractors. Buyer shall be responsible for all costs and expenses associated with Seller's delay and/or inability to deliver and/or install the Goods or perform any Services related to Buyer's failure to comply with this Section 5. Seller in no way warrants the sufficiency of the site, in whole or in part, where the Services are performed and/or Goods are to be delivered, installed and/or used.



6. Inspection and Rejection of Nonconforming Goods or Services.

- Buyer shall inspect the Goods or Services within five (5) days of receipt and all Services performed within five (5) days of completion ("Inspection Period"). Buyer will be deemed to have accepted the Goods and or the Services unless it notifies Seller in writing of any Nonconforming Goods or Non-Conforming Services during the Inspection Period and furnishes such written evidence or other documentation as reasonably required by Seller. "Nonconforming Goods" means only the following: (i) product shipped is different than identified in Buyer's purchase order; or (ii) product's label or packaging incorrectly identifies its contents. "Nonconforming Services" means that the Services did not comply with any written specifications (if applicable) in the Sales Confirmation.
- If Buyer timely notifies Seller of any Nonconforming Goods or Nonconforming Services, Seller shall, in its sole discretion, (i) replace such Nonconforming Goods with conforming Goods or repair the Nonconforming Services, or (ii) credit or refund the Price for such Nonconforming Goods or Nonconforming Services, together with any reasonable shipping and handling expenses incurred by Buyer in connection therewith. In the case of Nonconforming Goods, Buyer shall ship, at its expense and risk of loss, the Nonconforming Goods to Seller's facility. If Seller exercises its option to replace Nonconforming Goods, Seller shall, after receiving Buyer's shipment of Nonconforming Goods, ship to Buyer, at Buyer's expense and risk of loss, the replaced Goods to the Delivery Point.
- Buyer acknowledges and agrees that the remedies set forth in Section 6(b) are Buyer's exclusive remedies for the delivery of Nonconforming Goods and Nonconforming Services. Except as provided under Section 6(b), all sales of Goods and Services provided to Buyer are made on a one-way basis and Buyer has no right to return Goods or Services purchased under this Agreement to Seller.

7. Price.

- Buyer shall purchase the Goods and Services from Seller at the prices (the "Prices") set forth in the Sales Confirmation. Prices quoted by Seller shall remain firm for a period of thirty (30) days from the date of a Quotation; provided, however, that Seller reserves the right, at any time prior to the acceptance of a Quotation by Buyer to adjust said prices by providing written notice to Buyer regarding any such adjustment.
- Buyer agrees to reimburse Seller for all reasonable travel and out-of-pocket expenses incurred by Seller in connection with the performance of the Services.
- All Prices are exclusive of all sales, use, and excise taxes, and any other similar taxes, duties, and charges of any kind imposed by any Governmental Authority on any amounts payable by Buyer. Buyer shall be responsible for all such charges, costs, and taxes; provided, that, Buyer shall not be responsible for any taxes imposed on, or with respect to, Seller's income, revenues, gross receipts, personal or real property, or other assets.

8. Payment Terms.

- Buyer shall pay all invoiced amounts due to Seller within thirty (30) days from the date of Seller's invoice, unless deviations to these standard terms have been previously agreed to in writing by the parties.
- In the event the contract is terminated or suspended for any reason other than Seller's material default, Buyer shall pay Seller for all work performed, materials procured, and costs incurred up to the date of termination, including a reasonable margin on work in process. Buyer acknowledges that all Goods produced under this Agreement are custom-engineered for Buyer and have no alternative use to Seller without significant rework or loss of value.
- Buyer shall reimburse Seller for all costs incurred in collecting any late payments, including, without limitation, attorneys' fees. In addition to all other remedies available under these Terms or at law (which Seller does not waive by the exercise of any rights hereunder), Seller shall be entitled to suspend the delivery of any Goods or performance of any Services and stop Goods in transit if Buyer fails to pay any amounts when due hereunder and such failure continues for fourteen (14) days following written notice thereof.
- Buyer shall not withhold payment of any amounts due and payable by reason of any set-off of any claim or dispute with Seller, whether relating to Seller's breach, bankruptcy, or otherwise.

9. Limited Warranty & Waiver.

- Seller warrants to Buyer that for a period of twelve (12) months from the date of shipment (the "Warranty Period") all Goods will materially conform to Seller's specifications and will be free from material defects in material and workmanship (the "Goods Warranty").
- The foregoing Goods Warranty shall not apply to: (a) any Goods, or parts or components thereof, that have been used or operated prior to being sold to Buyer ("Used Goods") or (b) Goods manufactured by a third party, including parts or components thereof ("Third-Party Goods"). Seller will use commercially reasonable efforts to pass through any warranties provided by the manufacturer for such Third-Party Goods to Buyer. For the avoidance of doubt, SELLER MAKES NO REPRESENTATION OR WARRANTIES WITH RESPECT TO ANY USED GOODS OR THIRD-PARTY GOODS, INCLUDING ANY (a) WARRANTY OF MERCHANTABILITY; (b) WARRANTY OF FITNESS FOR A PARTICULAR PURPOSE; (c) WARRANTY OF TITLE; OR (d) WARRANTY AGAINST INFRINGEMENT OF INTELLECTUAL PROPERTY RIGHTS OF A THIRD PARTY; WHETHER EXPRESS OR IMPLIED, BY LAW, COURSE OF DEALING, USAGE, TRADE OR OTHERWISE, AND ALL SUCH REPRESENTATIONS AND WARRANTIES ARE HEREBY EXPRESSLY DISCLAIMED.
- EXCEPT AS EXPRESSLY PROVIDED HEREIN, ALL GOODS AND SERVICES (INCLUDING BUT NOT LIMITED TO ANY INSPECTION SERVICES) ARE PURCHASED BY BUYER "AS IS" AND "WITH ALL FAULTS." SELLER MAKES NO WARRANTIES WHATSOEVER WITH RESPECT TO THE GOODS OR THE SERVICES, INCLUDING ANY (a) WARRANTY THAT THE SERVICES WILL BE ACCURATE, COMPLETE OR ERROR FREE OR WILL ACHIEVE ANY PARTICULAR RESULTS; (b) WARRANTY OF MERCHANTABILITY; OR (c) WARRANTY OF FITNESS FOR A PARTICULAR PURPOSE; OR (d) WARRANTY OF TITLE; OR (e) WARRANTY AGAINST INFRINGEMENT OF INTELLECTUAL PROPERTY RIGHTS OF A THIRD PARTY; WHETHER EXPRESS OR IMPLIED BY LAW, COURSE OF DEALING, COURSE OF PERFORMANCE, USAGE OF TRADE, OR OTHERWISE. ALL EXPRESS WARRANTIES PROVIDED



BY SELLER (IF ANY) ARE LIMITED TO AND ONLY FOR THE BENEFIT OF BUYER AND ARE NOT TRANSFERABLE OR ASSIGNABLE BY BUYER WITHOUT THE PRIOR WRITTEN CONSENT OF SELLER.

- The Seller shall not be liable for a breach of the Goods Warranty unless: (i) Buyer gives written notice of the defect, reasonably described, to Seller within ten (10) days of the time when Buyer discovers or ought to have discovered the defect; (ii) Seller is given a reasonable opportunity after receiving the notice to examine such Goods and Buyer (if requested to do so by Seller) returns such Goods to Seller's place of business at Seller's cost for the examination to take place there; and (iii) Seller reasonably verifies Buyer's claim that the Goods are defective. Additionally, the Seller shall not be liable for a breach of the Goods Warranty if: (i) Buyer makes any further use of such Goods after giving such notice; (ii) the defect arises because Buyer failed to follow Seller's oral or written instructions as to the storage, installation, commissioning, use or maintenance of the Goods; or (iii) Buyer alters or repairs such Goods without the prior written consent of Seller.
- During the Warranty Period, and subject to the limitations included in this Section 9 and in Section 10 below, with respect to any Goods during the Warranty Period, Seller shall, in its sole discretion, either: (i) repair or replace such Goods or (ii) credit or refund the price of such Goods at the contracted rate. THE REMEDIES SET FORTH IN THIS SECTION 9(E) SHALL BE THE BUYER'S SOLE AND EXCLUSIVE REMEDY AND SELLER'S ENTIRE LIABILITY FOR ANY BREACH OF THE GOODS WARRANTY.

10. Limitation of Liability, Indemnification, Waiver.

To the maximum extent permitted by applicable law:

- IN NO EVENT SHALL SELLER BE LIABLE TO BUYER OR ANY THIRD PARTY FOR ANY LOSS OF USE, REVENUE OR PROFIT OR LOSS OF DATA OR DIMINUTION IN VALUE, OR FOR ANY CONSEQUENTIAL, INDIRECT, INCIDENTAL, SPECIAL, EXEMPLARY, LIQUIDATED OR PUNITIVE DAMAGES WHETHER ARISING OUT OF BREACH OF CONTRACT, TORT (INCLUDING BUT NOT LIMITED TO NEGLIGENCE AND PRODUCT LIABILITY), OR OTHERWISE, REGARDLESS OF WHETHER SUCH DAMAGES WERE FORESEEABLE AND WHETHER OR NOT SELLER HAS BEEN ADVISED OF THE POSSIBILITY OF SUCH DAMAGES, AND NOTWITHSTANDING THE FAILURE OF ANY AGREED OR OTHER REMEDY OF ITS ESSENTIAL PURPOSE.
- IN NO EVENT SHALL SELLER'S AGGREGATE LIABILITY ARISING OUT OF OR RELATED TO THIS AGREEMENT, WHETHER ARISING OUT OF OR RELATED TO BREACH OF CONTRACT, TORT (INCLUDING BUT NOT LIMITED TO NEGLIGENCE AND PRODUCT LIABILITY), OR OTHERWISE, EXCEED THE TOTAL OF THE AMOUNTS PAID TO SELLER FOR THE GOODS AND SERVICES SOLD HEREUNDER IN THE PREVIOUS SIX (6) MONTHS or \$50,000, WHICHEVER IS LESS. BUYER HEREBY EXPRESSLY WAIVES ITS RIGHT TO ASSERT A CLAIM OR DEFENSE FOR RECOUPMENT AND/OR SETOFF, EQUITABLE OR OTHERWISE, WHEN BUYER'S UNDERLYING CLAIM WOULD BE BARRED BY THE APPLICABLE STATUTE OF LIMITATIONS PERIOD.
- SELLER SHALL NOT BE LIABLE FOR AND BUYER SHALL RELEASE, INDEMNIFY, DEFEND AND HOLD HARMLESS SELLER AND ANY ENTITY AFFILIATED IN ANY WAY THEREWITH FROM ANY CLAIMS, DEMANDS, DAMAGES (REGARDLESS OF THEIR TYPE, INCLUDING, BUT NOT LIMITED TO DIRECT, INDIRECT, CONSEQUENTIAL, INCIDENTAL, PUNITIVE OR SPECIAL), LIABILITIES, LOSSES AND EXPENSES (WHETHER KNOWN OR UNKNOWN, PRESENT OR FUTURE), AND ANY AND ALL LIABILITY, OF AND FROM ANY AND ALL MANNER OF SUITS, ACTIONS OR CAUSE(S) OF ACTION (INCLUDING BUT NOT LIMITED TO SUITS FOR CONTRIBUTION AND/OR INDEMNITY AND ALL SUITS IN LAW, IN EQUITY, OR UNDER STATUTE, OF WHATEVER KIND OR NATURE) ON ACCOUNT OF OR IN ANY WAY ARISING OUT OF ACTS OR OMISSIONS OF BUYER, ITS AGENTS, CONTRACTORS, EMPLOYEES OR ANY PERSON UNDER THEIR CONTROL (OTHER THAN SELLER) OR RELATING IN ANY WAY TO GOODS AND SERVICES PROVIDED UNDER A QUOTATION, A PURCHASE ORDER OR ANY OTHER AGREEMENT BETWEEN BUYER AND SELLER OR THE GOODS OR EQUIPMENT RELATED THERETO, INCLUDING, BUT NOT LIMITED TO BUYER'S USE, INSTALLATION, INCORPORATION OR SELECTION THEREOF. BUYER HEREBY WAIVES ANY IMMUNITY OR DEFENSE UNDER APPLICABLE WORKERS' COMPENSATION LAWS OR OTHER LAWS THAT WOULD OTHERWISE LIMIT BUYER'S OBLIGATIONS HEREUNDER.

11. Insurance.

During the term of this Agreement Buyer shall, at its own expense, maintain and carry insurance in full force and effect which includes, but is not limited to, commercial general liability (including Products and Completed Operations liability) in a sum no less than \$2,000,000 per occurrence with financially sound and reputable insurers, and shall name Seller as an Additional Insured on its commercial general liability policy. Such coverage shall be written on a primary and non-contributory basis. Upon Seller's request, Buyer shall provide Seller with a certificate of insurance from Buyer's insurer evidencing the insurance coverage specified in these Terms. Buyer shall provide Seller with thirty (30) days' advance written notice in the event of a cancellation or material change in Buyer's insurance policy. Except where prohibited by law, Buyer shall require its insurer to waive all rights of subrogation against Seller's insurers and Seller.

12. Inspection Services Disclaimer.

- At the request of Buyer, the scope of any equipment (or component) inspection performed by Seller is limited exclusively to a search for readily observable defects apparent on the equipment and on those equipment component parts identified in the inspection scope accompanying a Sales Confirmation or other agreement that are safely and conveniently accessible to the inspecting personnel. Seller shall not dismantle the equipment or the equipment components to be inspected, nor shall it use any other means to inspect and detect latent or non-observable defective conditions in the equipment or its components. Notwithstanding the performance of this inspection and regardless of any representation made in any report to the contrary, Buyer acknowledges and agrees that: (i) latent or non-observable defects may exist or develop on or in the subject equipment or its components on or following the moment of inspection and Buyer is hereby notified of the potential existence thereof; and (ii) the use of equipment possessing any defect, including latent or non-observable defects, may result in catastrophic equipment failure potentially causing damage to property or injury or death to persons in, on or around the subject equipment.
- The conditions identified during the equipment (or component) inspection and reported by Seller orally or in writing are representative of the condition of the subject equipment and its components as they appeared during the inspection. These conditions can and will change immediately following inspection due to the use or non-use of the subject equipment (and its components). The information provided to Buyer



INSPECTION SERVICES PROPOSAL

as a result of and following an inspection does not reflect any changes in the condition of the subject equipment and/or its components following inspection by Seller and Buyer retains and/or assumes all risk for such changes in condition. Buyer is hereby notified and acknowledges and agrees that delivery by email or other electronic means of any report prepared by Seller setting forth the results of an inspection constitutes delivery to and acknowledgment of receipt by Buyer of such report.

- The decision following an inspection concerning whether or not to repair or replace the equipment or any deficient component of the subject equipment lies exclusively with Buyer. By completing the inspection and preparing the inspection report, Seller expressly recommends that Buyer authorize the repair and/or replacement of the equipment or any component identified during the inspection or listed in the report derived therefrom as deficient in any manner or degree prior to operating the subject equipment. Seller hereby notifies Buyer that any inspection report may contain information regarding deficient equipment and/or components thereof that require the immediate attention of Buyer and that any failure to repair and/or replace such deficient equipment and components thereof may result in catastrophic equipment failure causing damage to property or injury or death to persons in, on or around the subject equipment.
- SELLER IS NOT LIABLE FOR CLAIMS, DEMANDS, DAMAGES, OR LIABILITY ARISING FROM (I) CAUSES OUTSIDE THE SCOPE OF THE INSPECTION AS IDENTIFIED IN SECTION 12.A., (II) ANY CONDITION THAT OCCURS FOLLOWING THE INSPECTION AS IDENTIFIED IN SECTION 12.B., (III) FAILURE OF BUYER TO REPAIR OR REPLACE ANY EQUIPMENT OR COMPONENT AS IDENTIFIED IN SECTION 12.C., OR (IV) FLAWS THAT ARE NOT DETECTABLE BY OR WHOSE DETECTION IS LIMITED WHEN UTILIZING THE INSPECTION METHODS DESCRIBED IN SECTION 12.

13. **Approval Drawings.** Approval drawings, if provided to Buyer by Seller and either signed by a representative of Buyer with apparent authority to do so or not objected to by Buyer in writing within a reasonable time shall constitute exclusive proof regarding Buyer's verification and acceptance of the dimensions and other information relating to the goods described therein, and Seller shall be entitled to rely on such approval drawings to provide the Goods and Services referenced therein. Buyer hereby assumes any and all responsibility for any inaccurate or incomplete information contained therein. TO THE EXTENT THAT BUYER PROVIDES THE DESIGN AND/OR SPECIFICATIONS FOR ANY GOODS OR SERVICES TO BE PROVIDED OR PERFORMED BY SELLER, BUYER SHALL INDEMNIFY, DEFEND, AND HOLD HARMLESS SELLER AGAINST ALL CLAIMS, SUITS, AND CAUSES OF ACTION AND FROM ALL COSTS, EXPENSES, DAMAGES AND LIABILITIES (INCLUDING BUT NOT LIMITED TO ATTORNEYS' AND CONSULTANTS' FEES) FROM IMPROPER OR DEFECTIVE DESIGN AND FOR ACTUAL OR ALLEGED INFRINGEMENT OF ANY UNITED STATES OR FOREIGN PATENT, COPYRIGHT, TRADEMARK, INTELLECTUAL PROPERTY RIGHTS, OR PROPRIETARY RIGHTS OF THIRD PARTIES BY REASON OF THE USE, SALE, MANUFACTURE, OR DESIGN OF SUCH GOODS AND/OR SERVICES.
14. **Inherent Defects.** To the extent remanufacturing, refurbishment, modernization, and/or modification services are included within the scope of Services identified in a Sales Confirmation or any agreement between Buyer and Seller, any defect in Buyer's equipment to which Seller performs such services that is attributable in whole or in part to engineering, design specifications, latent defects, corrosion, or fatigue that are inherent to and/or present in or on the equipment is not covered by any warranty of Seller, and Seller shall not be liable for any costs, expenses, losses, or damages of any nature whatsoever that are caused in whole or in part by any such defect.
15. **Intellectual Property.** All intellectual property rights in and to the Goods, the Services, and all documents, work product and other materials that are delivered to Buyer under this Agreement or prepared by or on behalf of the Seller in the course of performing the Services (collectively, the "Deliverables") shall be owned by Seller or Seller's licensors. Seller hereby grants Buyer a license to use all Intellectual Property Rights in the Deliverables free of additional charge and on a non-exclusive, non-transferable, non-sublicensable, fully paid-up, royalty-free and perpetual basis to the extent necessary to enable Buyer to make reasonable use of the Goods, Deliverables and the Services while this Agreement remains in effect.
16. **Compliance with Law.** Buyer shall comply with all applicable laws, regulations, and ordinances. Buyer shall maintain in effect all the licenses, permissions, authorizations, consents, and permits that it needs to carry out its obligations under this Agreement. Buyer shall comply with all export and import laws of all countries involved in the sale of the Goods under this Agreement or any resale of the Goods by Buyer. Buyer assumes all responsibility for shipments of Goods requiring any government import clearance. Seller may terminate this Agreement if any governmental authority imposes antidumping or countervailing duties or any other duties or penalties on the Goods.
17. **Subcontractors.** Buyer acknowledges and agrees that Seller may utilize subcontractors to perform any of its obligations under this Agreement.
18. **Termination.** In addition to any remedies that may be provided under these Terms, either party may terminate this Agreement with immediate effect, if such party: (a) fails to pay any amount when due under this Agreement; (b) has not otherwise performed or complied with any of these Terms, in whole or in part, and fails to cure such deficient performance within thirty (30) days' notice from the other party; or (c) becomes insolvent, files a petition for bankruptcy or commences or has commenced against it proceedings relating to bankruptcy, receivership, reorganization, or assignment for the benefit of creditors.
19. **Waiver.** No waiver by Seller of any of the provisions of this Agreement is effective unless explicitly set forth in writing and signed by Seller. No failure to exercise, or delay in exercising, any right, remedy, power, or privilege arising from this Agreement operates or may be construed, as a waiver thereof. No single or partial exercise of any right, remedy, power, or privilege hereunder precludes any other or further exercise thereof or the exercise of any other right, remedy, power, or privilege.
20. **Confidential Information.** All non-public, confidential, or proprietary information of each party, including, but not limited to, specifications, samples, patterns, designs, plans, drawings, documents, data, business operations, customer lists, pricing, discounts, or rebates, disclosed by either party to the other, whether disclosed orally or disclosed or accessed in written, electronic or other form or media, and whether or not marked, designated, or otherwise identified as "confidential," in connection with this Agreement is confidential, solely for the use of performing this Agreement and may not be disclosed or copied unless authorized by an officer of the disclosing party in writing. Upon the disclosing party's request, the recipient of information shall promptly return all documents and other materials received from the other party. This Section shall not apply to information that



INSPECTION SERVICES PROPOSAL

is: (a) in the public domain at the time of the disclosure; (b) known to the recipient at the time of disclosure; or (c) rightfully obtained by the recipient on a non-confidential basis from a third party who was not under an obligation of confidentiality with respect to such information.

21. **Force Majeure.** No party shall be liable or responsible to the other party, or be deemed to have defaulted under or breached this Agreement, for any failure or delay in fulfilling or performing any term of this Agreement (except for any obligations of Buyer to make payments to Seller hereunder), when and to the extent such failure or delay is caused by or results from acts beyond the impacted party's reasonable control, including, without limitation: (a) acts of God; (b) flood, fire, earthquake, pandemics or explosion; (c) war, invasion, hostilities (whether war is declared or not), terrorist threats or acts, riot or other civil unrest; (d) government order, law, or actions; (e) embargoes or blockades in effect on or after the date of this Agreement; (f) national or regional emergency; (g) strikes, labor stoppages or slowdowns, or other industrial disturbances; (h) telecommunication breakdowns, power outages or shortages, lack of warehouse or storage space, inadequate transportation services, or inability or delay in obtaining supplies of adequate or suitable materials; and (i) other similar events beyond the reasonable control of the Impacted Party. The Impacted Party shall give notice within ten (10) days of the Force Majeure Event to the other party. The Impacted Party shall use diligent efforts to end the failure or delay and ensure the effects of such Force Majeure Event are minimized.
22. **Assignment.** Buyer shall not assign any of its rights or delegate any of its obligations under this Agreement without the prior written consent of Seller. Any purported assignment or delegation in violation of this Section is null and void. No assignment or delegation relieves Buyer of any of its obligations under this Agreement.
23. **Relationship of the Parties.** The relationship between the parties is that of independent contractors. Nothing contained in this Agreement shall be construed as creating any agency, partnership, joint venture, or other form of joint enterprise, employment, or fiduciary relationship between the parties, and neither party shall have authority to contract for or bind the other party in any manner whatsoever.
24. **No Third-Party Beneficiaries.** This Agreement is for the sole benefit of the parties hereto and their respective successors and permitted assigns and nothing herein, express or implied, is intended to or shall confer upon any other person or entity any legal or equitable right, benefit, or remedy of any nature whatsoever under or by reason of these Terms.
25. **Governing Law.** All matters arising out of or relating to this Agreement are governed by and construed in accordance with the internal laws of the State of Delaware without giving effect to any choice or conflict of law provision or rule that would cause the application of the laws of any jurisdiction other than those of the State of Delaware.
26. **Submission to Jurisdiction.** Any legal suit, action, or proceeding arising out of or relating to this Agreement shall be instituted in the federal courts of the United States of America or the courts of the State of Delaware in each case located in the City of Wilmington, and each party irrevocably submits to the exclusive jurisdiction of such courts in any such suit, action, or proceeding.
27. **WAIVER OF JURY TRIAL.** EACH PARTY ACKNOWLEDGES AND AGREES THAT ANY CONTROVERSY THAT MAY ARISE UNDER THIS AGREEMENT IS LIKELY TO INVOLVE COMPLICATED AND DIFFICULT ISSUES AND, THEREFORE, EACH SUCH PARTY IRREVOCABLY AND UNCONDITIONALLY WAIVES ANY RIGHT IT MAY HAVE TO A TRIAL BY JURY IN RESPECT OF ANY LEGAL ACTION ARISING OUT OF OR RELATING TO THIS AGREEMENT OR THE TRANSACTIONS CONTEMPLATED HEREBY.
28. **Notices.** All notices, requests, consents, claims, demands, waivers, and other communications hereunder shall be in writing and addressed to the parties at the addresses set forth on the face of the Sales Confirmation. All Notices shall be delivered by personal delivery, nationally recognized overnight courier (with all fees pre-paid), email (with confirmation of transmission), or certified or registered mail (in each case, return receipt requested, postage prepaid). Except as otherwise provided in this Agreement, a Notice is effective only (a) upon receipt of the receiving party, and (b) if the party giving the Notice has complied with the requirements of this Section.
29. **Severability.** If any term or provision of this Agreement is invalid, illegal, or unenforceable in any jurisdiction, such invalidity, illegality, or unenforceability shall not affect any other term or provision of this Agreement or invalidate or render unenforceable such term or provision in any other jurisdiction.
30. **Survival.** Provisions of these Terms which by their nature should apply beyond their terms will remain in force after any termination or expiration of this Agreement including, but not limited to, the following provisions: Warranty Waiver, Limitation of Liability, Insurance, Intellectual Property, Compliance with Laws, Confidential Information, Governing Law, Submission to Jurisdiction, Waiver of Jury Trial, and Survival.
31. **Amendment and Modification.** These Terms may only be amended or modified in a writing stating specifically that it amends these Terms and is signed by an authorized representative of each party.



CITY OF GRIFFIN

P. O. BOX T
GRIFFIN, GA
Attn: **Robert Clark**
678.692.0391
rclark@cityofgriffin.com

Quote # 08072026-8
August 07, 2026

Quote valid through September 06,
2026

LIFT SOLUTIONS HOLDINGS • 5580 Fulton Industrial Blvd, Atlanta, GA 30336

Sales Rep • Roy Peters | 470.226.7726 | RPeters@theliftsolutions.com

WE ARE PLEASED TO OFFER THE FOLLOWING PROPOSAL FOR YOUR REVIEW AND CONSIDERATION

Periodic Annual with Preventative Maintenance Program

Shoal Creek THERN Jibs

Lift Solutions Holdings is pleased to offer you the following services to keep your company OSHA compliant in regards to OSHA 1910.179. It is important to know that even though a Periodic inspection is a great step to improve safety and reliability, if you are not completing a frequent inspection with documentation on a minimum monthly frequency you are out of compliance.

OSHA requires inspections to be completed based on the duty class of your equipment so some heavy use cranes may require a periodic inspection on a quarterly or semi-annual basis. We can help you determine which units require this.

Inspection Labor \$595.00
Shoal Creek

Total Annual Investment \$595.00

(Anything Outside of Scope of Work Will be Billed at Time and Materials)

Payment Terms: All payments due Net 30 days from invoice date.

Proposal By:
Roy Peters

Accepted By:

Authorized Representative Date

Customer Representative Date



INSPECTION SERVICES PROPOSAL



PERIODIC INSPECTION WITH PREVENTATIVE MAINTENANCE

OBJECTIVE AND DESCRIPTION

The Periodic Inspection has been designed to inspect equipment for deficiencies and deviations as defined in the OSHA safety and health regulations set forth for a periodic inspection.

A Lift Solutions trained and qualified inspector will perform the inspection and give recommendations for repair or replacement.

The inspection interval is defined in OSHA requirements. Frequency is determined taking into account crane usage and operating environment.

SCOPE

The service includes visual inspection, as well as operational and functional tests of the equipment as defined in applicable regulations.

Lift Solutions will inspect mechanical components for maladjustment, excessive wear, cracks, corrosion, improper attachment, improper function, deformations and oil leakages and electrical components for improper function, corrosion, deterioration and improper attachment.

Inspected objects typically include:

- Limit switches, overload protection and other safety devices
- Safety and operational labels, capacity markings
- Hoist brake, motor, coupling and gear
- Rope drum, rope/chain, rope sheaves/chain wheels, hook block, hook, hook latches
- Covers and guards
- Traveling, traversing and rotating machineries
- Mainline disconnect, crane main switch, power supply, electric panels, control devices
- Crane and trolley structures, end trucks, walkways and stairs
- Bumpers, end stops
- Pneumatic or hydraulic systems
- Lubrication points
- Minor adjustments

The following is not included:

- Load test, oil analysis, repairs or replacement of any parts
- Inspection of internal components that require disassembly, such as gear cases, coupling and internal hook block

DELIVERABLES

- Safety Notification delivered to point of contact before equipment is returned to operation, when deemed necessary
- Inspection report that fulfills statutory requirements

CUSTOMER BENEFITS

- Satisfies regulatory requirements helping you stay compliant
- Safety and production risks are documented and recommendations for corrective actions are provided
- Provides recommendations for improving the safety, productivity, application or useful life of the asset



FREQUENT COMPLIANCE INSPECTION

OBJECTIVE AND DESCRIPTION

The Frequent Compliance Inspection has been designed to inspect equipment for deficiencies and deviations as defined in the OSHA safety and health regulations set forth for the frequent compliance inspection.

A Lift Solutions trained and qualified inspector will perform the inspection and give recommendations for repair, replacement or adjustment.

The inspection interval is defined in OSHA requirements. Frequency is determined taking into account crane usage and operating environment.

SCOPE

The service includes visual inspection of safety-critical components, as well as operational and functional tests of the equipment as defined in applicable regulations.

Lift Solutions will inspect mechanical components for improper function, excessive wear, cracks, improper attachment and oil leakages; and electrical components for improper function and improper attachment.

Inspected objects typically include visual inspection of:

- Limit switches, overload protection and other safety devices
- Safety labels, capacity markings
- Hoist brake, motor, coupling and gear
- Rope drum, rope/chain, rope sheaves/chain wheels, hook block, hook, hook latches

The following is not included:

- Lubrications, adjustments, load test, oil analysis, repairs or replacement of any parts
- Inspection of internal components that require disassembly, such as gear cases, coupling and internal hook block

DELIVERABLES

- Safety Notification delivered to point of contact before equipment is returned to operation, when deemed necessary
- Inspection report that fulfills statutory requirements
- Monthly certification record for hook and wire rope or load chain

CUSTOMER BENEFITS

- Satisfies regulatory requirements helping you stay compliant
- Safety and production risks are documented and recommendations for corrective actions are provided
- Provides recommendations for improving the safety, productivity, application or useful life of the asset



OSHA COMPLIANCE REQUIREMENTS

Frequent Inspection	Required. Visual inspection: The items list in 1910.179(j)(2) shall be inspected for defects at intervals defined in 1910.179(j)(1)(ii), specifically indicating, including observations during exposure for any defects which might appear between regular inspections. All deficiencies such as listed shall be carefully examined and determination made as to whether they constitute a safety hazard.	Designated (trained). All inspections shall be performed by a designated person. Any deficiencies identified shall be examined by and determination made by a qualified person as to whether they constitute a hazard and if more detailed inspection is required ASME B30.2-1.1(d).	Required. Hooks w/ deformation or cracks monthly 1910.179(j)(2)(iii). Hoist chains monthly inspection 1910.179(j)(2)(iv). A thorough inspection of all ropes shall be made at least once a month and certification record that includes the date of the inspection and an identifier for the ropes that were inspected 1910.179(m)(1).
Periodic Inspection	Required. Complete inspections of the crane should be performed at intervals generally defined in paragraph 1910.179(j)(1)(ii)(b) depending upon its activity, severity of service environment or specifically indicated in this section. These inspections shall include the requirements of frequent inspection 1910.179(j)(2)(ii) and in addition the items listed in 1910.179(j)(3). Any deficiencies such as listed shall be carefully examined and determination made as to whether they constitute a safety hazard.	Designated (trained). All inspections shall be performed by a designated person. Any deficiencies identified shall be examined by and determination made by a qualified person as to whether they constitute a hazard and if more detailed inspection is required ASME B30.2-1.1(d). In addition CMAA Spec 78-2.2 requires 2000 field hours and formal training every two years.	Required. Dated records shall be made of apparent external conditions found in ASME B30.2-1.5(c) to provide a basis for a continuing evaluation and kept on file. ASME B30.2-1.5(e).
Preventative Maintenance	Required. A preventive maintenance program based on OEM Recommendation. 1910.179(l)(1).	Designated (trained). CMAA Spec 78 requires training of persons working on cranes.	Required. Dated records should be placed on file. ASME B30.2-4.4.
Repairs and Adjustments	Required. Any unsafe conditions disclosed by the inspection requirements of paragraph 1910.179(j) of this section shall be corrected before operation of the crane is resumed. Adjustments and repairs shall be done only by designated personnel.	Designated (trained). ASME B30-4.2.4(b). CMAA Spec 78 requires training of persons working on cranes.	Required. Dated records should be kept on file. ASME B30.2-4.4.
Operator Training	Required. Designated means selected or assigned by the employer or employer representative as being qualified to perform specific duties. Crane operator training shall be provided to promote proficient performance of crane operator in conformance with the provisions of this volume. ASME B30.2-3.1.1.	Designated (trained). Crane operator training shall be provided to promote proficient performance of crane operator in conformance with the provisions of this volume. ASME B30.2-3.1.1.	Required. Issue a certificate or formal record that verifies the person has been trained and has passed examination required in ASME B30.2-3.3.3(c), or confirm that the person has a valid certificate or formal record that satisfies the requirements ASME B30.2-3.3(d).



Terms and Conditions for the Sale of Goods and Services

1. Applicability.

- These terms and conditions of sale (these "Terms") are the only terms that govern the sale of the goods ("Goods") and services ("Services") by Lift Solutions Holdings, LLC and its subsidiaries ("Seller") to the buyer named for these Terms ("Buyer").
- The accompanying quotation/service agreement/purchase order/order acknowledgement (the "Sales Confirmation") and these Terms (collectively, this "Agreement") comprise the entire agreement between the parties and supersede all prior or contemporaneous understandings, agreements, negotiations, representations and warranties, and communications, both written and oral. These Terms prevail over any of Buyer's general terms and conditions of purchase or other terms and conditions on any purchase order, payment enclosure or other writing regardless of whether or when Buyer has submitted its purchase order or such terms. Fulfillment of Buyer's order does not constitute acceptance of any of Buyer's terms and conditions and does not serve to modify or amend these Terms. Once a Sales Confirmation has been provided, Buyer may not cancel or modify any order without the written consent of Seller.
- Notwithstanding anything to the contrary contained in this Agreement, Seller may, from time to time change the Services without the consent of Buyer provided that such changes do not materially affect the nature or scope of the Services, or the fees or any performance dates set forth in the Sales Confirmation.

2. Delivery of Goods and Performance of Services.

- The Goods will be delivered within a reasonable time after the receipt of Buyer's purchase order, and subject to availability of finished Goods. Seller shall not be liable for any delays, loss, or damage in transit of any sort.
- Unless otherwise agreed in writing by the parties, Seller shall deliver the Goods to the delivery point indicated on the purchase order (the "Delivery Point") using Seller's standard methods for packaging and shipping such Goods. Unless otherwise agreed to by the parties in writing, Buyer shall be responsible for all loading costs and provide equipment and labor reasonably suited for receipt of the Goods or Services at the Delivery Point and will unload and release all transportation equipment promptly, so Seller incurs no demurrage or other expense. Buyer shall be solely liable for any demurrage or other expenses as a result of delays in the unloading of the Goods or releasing of all transportation equipment.
- Seller may, in its sole discretion, without liability or penalty, make partial shipments of Goods to Buyer. Each shipment will constitute a separate sale, and Buyer shall pay for the units shipped whether such shipment is in whole or partial fulfillment of Buyer's purchase order.
- Seller shall use reasonable efforts to meet any performance dates to render the Services specified in the Sales Confirmation, and any such dates shall be estimates only.
- With respect to the Services, Buyer shall (i) cooperate with Seller in all matters relating to the Services and provide such access to Buyer's premises, and such office accommodation and other facilities as may reasonably be requested by Seller, for the purposes of performing the Services; (ii) respond promptly to any Seller request to provide direction, information, approvals, authorizations, or decisions that are reasonably necessary for Seller to perform Services in accordance with the requirements of this Agreement; (iii) provide such customer materials or information as Seller may reasonably request to carry out the Services in a timely manner and ensure that such customer materials or information are complete and accurate in all material respects; and (iv) obtain and maintain all necessary licenses and consents and comply with all applicable laws in relation to the Services before the date on which the Services are to start.
- To the extent any of the Services are performed on Buyer's premises, Buyer shall be responsible for the safety and protection of Seller and its persons and property while providing the Services thereon. Buyer shall notify Seller of any hazardous or dangerous conditions which exist in Customer's premises immediately upon discovery.

3. Shipping Terms.

Delivery of the Goods shall be made in accordance with the shipping terms on the face of the Sales Confirmation.

4. Title and Risk of Loss.

Title and risk of loss pass to Buyer upon delivery of the Goods at the Delivery Point. As collateral security for the payment of the purchase price of the Goods, Buyer hereby grants to Seller a lien on and security interest in and to all of the right, title, and interest of Buyer in, to, and under the Goods, wherever located, and whether now existing or hereafter arising or acquired from time to time, and in all accessions thereto and replacements or modifications thereof, as well as all proceeds (including insurance proceeds) of the foregoing. The security interest granted under this provision constitutes a purchase money security interest under the Delaware Uniform Commercial Code.

- ### 5. Buyer's Acts or Omissions and Site Conditions.
- If Seller's performance of its obligations under this Agreement is prevented or delayed by any act or omission of Buyer or its agents, subcontractors, consultants, or employees, Seller shall not be deemed in breach of its obligations under this Agreement or otherwise liable for any costs, charges, or losses sustained or incurred by Buyer, in each case, to the extent arising directly or indirectly from such prevention or delay. Buyer warrants that the site where Goods are to be delivered and/or installed and/or where Services are to be performed shall be ready and adequate for Seller's delivery and/or installation of the Goods and/or performance of Services. Buyer's obligations in this regard include but are not limited to the removal of all obstructions and institution of adequate safety measures to protect Seller's property, employees, agents and contractors. Buyer shall be responsible for all costs and expenses associated with Seller's delay and/or inability to deliver and/or install the Goods or perform any Services related to Buyer's failure to comply with this Section 5. Seller in no way warrants the sufficiency of the site, in whole or in part, where the Services are performed and/or Goods are to be delivered, installed and/or used.

**6. Inspection and Rejection of Nonconforming Goods or Services.**

- Buyer shall inspect the Goods or Services within five (5) days of receipt and all Services performed within five (5) days of completion ("Inspection Period"). Buyer will be deemed to have accepted the Goods and or the Services unless it notifies Seller in writing of any Nonconforming Goods or Non-Conforming Services during the Inspection Period and furnishes such written evidence or other documentation as reasonably required by Seller. "Nonconforming Goods" means only the following: (i) product shipped is different than identified in Buyer's purchase order; or (ii) product's label or packaging incorrectly identifies its contents. "Nonconforming Services" means that the Services did not comply with any written specifications (if applicable) in the Sales Confirmation.
- If Buyer timely notifies Seller of any Nonconforming Goods or Nonconforming Services, Seller shall, in its sole discretion, (i) replace such Nonconforming Goods with conforming Goods or repair the Nonconforming Services, or (ii) credit or refund the Price for such Nonconforming Goods or Nonconforming Services, together with any reasonable shipping and handling expenses incurred by Buyer in connection therewith. In the case of Nonconforming Goods, Buyer shall ship, at its expense and risk of loss, the Nonconforming Goods to Seller's facility. If Seller exercises its option to replace Nonconforming Goods, Seller shall, after receiving Buyer's shipment of Nonconforming Goods, ship to Buyer, at Buyer's expense and risk of loss, the replaced Goods to the Delivery Point.
- Buyer acknowledges and agrees that the remedies set forth in Section 6(b) are Buyer's exclusive remedies for the delivery of Nonconforming Goods and Nonconforming Services. Except as provided under Section 6(b), all sales of Goods and Services provided to Buyer are made on a one-way basis and Buyer has no right to return Goods or Services purchased under this Agreement to Seller.

7. Price.

- Buyer shall purchase the Goods and Services from Seller at the prices (the "Prices") set forth in the Sales Confirmation. Prices quoted by Seller shall remain firm for a period of thirty (30) days from the date of a Quotation; provided, however, that Seller reserves the right, at any time prior to the acceptance of a Quotation by Buyer to adjust said prices by providing written notice to Buyer regarding any such adjustment.
- Buyer agrees to reimburse Seller for all reasonable travel and out-of-pocket expenses incurred by Seller in connection with the performance of the Services.
- All Prices are exclusive of all sales, use, and excise taxes, and any other similar taxes, duties, and charges of any kind imposed by any Governmental Authority on any amounts payable by Buyer. Buyer shall be responsible for all such charges, costs, and taxes; provided, that, Buyer shall not be responsible for any taxes imposed on, or with respect to, Seller's income, revenues, gross receipts, personal or real property, or other assets.

8. Payment Terms.

- Buyer shall pay all invoiced amounts due to Seller within thirty (30) days from the date of Seller's invoice, unless deviations to these standard terms have been previously agreed to in writing by the parties.
- In the event the contract is terminated or suspended for any reason other than Seller's material default, Buyer shall pay Seller for all work performed, materials procured, and costs incurred up to the date of termination, including a reasonable margin on work in process. Buyer acknowledges that all Goods produced under this Agreement are custom-engineered for Buyer and have no alternative use to Seller without significant rework or loss of value.
- Buyer shall reimburse Seller for all costs incurred in collecting any late payments, including, without limitation, attorneys' fees. In addition to all other remedies available under these Terms or at law (which Seller does not waive by the exercise of any rights hereunder), Seller shall be entitled to suspend the delivery of any Goods or performance of any Services and stop Goods in transit if Buyer fails to pay any amounts when due hereunder and such failure continues for fourteen (14) days following written notice thereof.
- Buyer shall not withhold payment of any amounts due and payable by reason of any set-off of any claim or dispute with Seller, whether relating to Seller's breach, bankruptcy, or otherwise.

9. Limited Warranty & Waiver.

- Seller warrants to Buyer that for a period of twelve (12) months from the date of shipment (the "Warranty Period") all Goods will materially conform to Seller's specifications and will be free from material defects in material and workmanship (the "Goods Warranty").
- The foregoing Goods Warranty shall not apply to: (a) any Goods, or parts or components thereof, that have been used or operated prior to being sold to Buyer ("Used Goods") or (b) Goods manufactured by a third party, including parts or components thereof ("Third-Party Goods"). Seller will use commercially reasonable efforts to pass through any warranties provided by the manufacturer for such Third-Party Goods to Buyer. For the avoidance of doubt, SELLER MAKES NO REPRESENTATION OR WARRANTIES WITH RESPECT TO ANY USED GOODS OR THIRD-PARTY GOODS, INCLUDING ANY (a) WARRANTY OF MERCHANTABILITY; (b) WARRANTY OF FITNESS FOR A PARTICULAR PURPOSE; (c) WARRANTY OF TITLE; OR (d) WARRANTY AGAINST INFRINGEMENT OF INTELLECTUAL PROPERTY RIGHTS OF A THIRD PARTY; WHETHER EXPRESS OR IMPLIED, BY LAW, COURSE OF DEALING, USAGE, TRADE OR OTHERWISE, AND ALL SUCH REPRESENTATIONS AND WARRANTIES ARE HEREBY EXPRESSLY DISCLAIMED.
- EXCEPT AS EXPRESSLY PROVIDED HEREIN, ALL GOODS AND SERVICES (INCLUDING BUT NOT LIMITED TO ANY INSPECTION SERVICES) ARE PURCHASED BY BUYER "AS IS" AND "WITH ALL FAULTS." SELLER MAKES NO WARRANTIES WHATSOEVER WITH RESPECT TO THE GOODS OR THE SERVICES, INCLUDING ANY (a) WARRANTY THAT THE SERVICES WILL BE ACCURATE, COMPLETE OR ERROR FREE OR WILL ACHIEVE ANY PARTICULAR RESULTS; (b) WARRANTY OF MERCHANTABILITY; OR (c) WARRANTY OF FITNESS FOR A PARTICULAR PURPOSE; OR (d) WARRANTY OF TITLE; OR (e) WARRANTY AGAINST INFRINGEMENT OF INTELLECTUAL PROPERTY RIGHTS OF A THIRD PARTY; WHETHER EXPRESS OR IMPLIED BY LAW, COURSE OF DEALING, COURSE OF PERFORMANCE, USAGE OF TRADE, OR OTHERWISE. ALL EXPRESS WARRANTIES PROVIDED

BY SELLER (IF ANY) ARE LIMITED TO AND ONLY FOR THE BENEFIT OF BUYER AND ARE NOT TRANSFERABLE OR ASSIGNABLE BY BUYER WITHOUT THE PRIOR WRITTEN CONSENT OF SELLER.

- The Seller shall not be liable for a breach of the Goods Warranty unless: (i) Buyer gives written notice of the defect, reasonably described, to Seller within ten (10) days of the time when Buyer discovers or ought to have discovered the defect; (ii) Seller is given a reasonable opportunity after receiving the notice to examine such Goods and Buyer (if requested to do so by Seller) returns such Goods to Seller's place of business at Seller's cost for the examination to take place there; and (iii) Seller reasonably verifies Buyer's claim that the Goods are defective. Additionally, the Seller shall not be liable for a breach of the Goods Warranty if: (i) Buyer makes any further use of such Goods after giving such notice; (ii) the defect arises because Buyer failed to follow Seller's oral or written instructions as to the storage, installation, commissioning, use or maintenance of the Goods; or (iii) Buyer alters or repairs such Goods without the prior written consent of Seller.
- During the Warranty Period, and subject to the limitations included in this Section 9 and in Section 10 below, with respect to any Goods during the Warranty Period, Seller shall, in its sole discretion, either: (i) repair or replace such Goods or (ii) credit or refund the price of such Goods at the contracted rate. THE REMEDIES SET FORTH IN THIS SECTION 9(E) SHALL BE THE BUYER'S SOLE AND EXCLUSIVE REMEDY AND SELLER'S ENTIRE LIABILITY FOR ANY BREACH OF THE GOODS WARRANTY.

10. Limitation of Liability, Indemnification, Waiver.

To the maximum extent permitted by applicable law:

- IN NO EVENT SHALL SELLER BE LIABLE TO BUYER OR ANY THIRD PARTY FOR ANY LOSS OF USE, REVENUE OR PROFIT OR LOSS OF DATA OR DIMINUTION IN VALUE, OR FOR ANY CONSEQUENTIAL, INDIRECT, INCIDENTAL, SPECIAL, EXEMPLARY, LIQUIDATED OR PUNITIVE DAMAGES WHETHER ARISING OUT OF BREACH OF CONTRACT, TORT (INCLUDING BUT NOT LIMITED TO NEGLIGENCE AND PRODUCT LIABILITY), OR OTHERWISE, REGARDLESS OF WHETHER SUCH DAMAGES WERE FORESEEABLE AND WHETHER OR NOT SELLER HAS BEEN ADVISED OF THE POSSIBILITY OF SUCH DAMAGES, AND NOTWITHSTANDING THE FAILURE OF ANY AGREED OR OTHER REMEDY OF ITS ESSENTIAL PURPOSE.
- IN NO EVENT SHALL SELLER'S AGGREGATE LIABILITY ARISING OUT OF OR RELATED TO THIS AGREEMENT, WHETHER ARISING OUT OF OR RELATED TO BREACH OF CONTRACT, TORT (INCLUDING BUT NOT LIMITED TO NEGLIGENCE AND PRODUCT LIABILITY), OR OTHERWISE, EXCEED THE TOTAL OF THE AMOUNTS PAID TO SELLER FOR THE GOODS AND SERVICES SOLD HEREUNDER IN THE PREVIOUS SIX (6) MONTHS or \$50,000, WHICHEVER IS LESS. BUYER HEREBY EXPRESSLY WAIVES ITS RIGHT TO ASSERT A CLAIM OR DEFENSE FOR RECOUPMENT AND/OR SETOFF, EQUITABLE OR OTHERWISE, WHEN BUYER'S UNDERLYING CLAIM WOULD BE BARRED BY THE APPLICABLE STATUTE OF LIMITATIONS PERIOD.
- SELLER SHALL NOT BE LIABLE FOR AND BUYER SHALL RELEASE, INDEMNIFY, DEFEND AND HOLD HARMLESS SELLER AND ANY ENTITY AFFILIATED IN ANY WAY THEREWITH FROM ANY CLAIMS, DEMANDS, DAMAGES (REGARDLESS OF THEIR TYPE, INCLUDING, BUT NOT LIMITED TO DIRECT, INDIRECT, CONSEQUENTIAL, INCIDENTAL, PUNITIVE OR SPECIAL), LIABILITIES, LOSSES AND EXPENSES (WHETHER KNOWN OR UNKNOWN, PRESENT OR FUTURE), AND ANY AND ALL LIABILITY, OF AND FROM ANY AND ALL MANNER OF SUITS, ACTIONS OR CAUSE(S) OF ACTION (INCLUDING BUT NOT LIMITED TO SUITS FOR CONTRIBUTION AND/OR INDEMNITY AND ALL SUITS IN LAW, IN EQUITY, OR UNDER STATUTE, OF WHATEVER KIND OR NATURE) ON ACCOUNT OF OR IN ANY WAY ARISING OUT OF ACTS OR OMISSIONS OF BUYER, ITS AGENTS, CONTRACTORS, EMPLOYEES OR ANY PERSON UNDER THEIR CONTROL (OTHER THAN SELLER) OR RELATING IN ANY WAY TO GOODS AND SERVICES PROVIDED UNDER A QUOTATION, A PURCHASE ORDER OR ANY OTHER AGREEMENT BETWEEN BUYER AND SELLER OR THE GOODS OR EQUIPMENT RELATED THERETO, INCLUDING, BUT NOT LIMITED TO BUYER'S USE, INSTALLATION, INCORPORATION OR SELECTION THEREOF. BUYER HEREBY WAIVES ANY IMMUNITY OR DEFENSE UNDER APPLICABLE WORKERS' COMPENSATION LAWS OR OTHER LAWS THAT WOULD OTHERWISE LIMIT BUYER'S OBLIGATIONS HEREUNDER.

11. Insurance.

During the term of this Agreement Buyer shall, at its own expense, maintain and carry insurance in full force and effect which includes, but is not limited to, commercial general liability (including Products and Completed Operations liability) in a sum no less than \$2,000,000 per occurrence with financially sound and reputable insurers, and shall name Seller as an Additional Insured on its commercial general liability policy. Such coverage shall be written on a primary and non-contributory basis. Upon Seller's request, Buyer shall provide Seller with a certificate of insurance from Buyer's insurer evidencing the insurance coverage specified in these Terms. Buyer shall provide Seller with thirty (30) days' advance written notice in the event of a cancellation or material change in Buyer's insurance policy. Except where prohibited by law, Buyer shall require its insurer to waive all rights of subrogation against Seller's insurers and Seller.

12. Inspection Services Disclaimer.

- At the request of Buyer, the scope of any equipment (or component) inspection performed by Seller is limited exclusively to a search for readily observable defects apparent on the equipment and on those equipment component parts identified in the inspection scope accompanying a Sales Confirmation or other agreement that are safely and conveniently accessible to the inspecting personnel. Seller shall not dismantle the equipment or the equipment components to be inspected, nor shall it use any other means to inspect and detect latent or non-observable defective conditions in the equipment or its components. Notwithstanding the performance of this inspection and regardless of any representation made in any report to the contrary, Buyer acknowledges and agrees that: (i) latent or non-observable defects may exist or develop on or in the subject equipment or its components on or following the moment of inspection and Buyer is hereby notified of the potential existence thereof; and (ii) the use of equipment possessing any defect, including latent or non-observable defects, may result in catastrophic equipment failure potentially causing damage to property or injury or death to persons in, on or around the subject equipment.
- The conditions identified during the equipment (or component) inspection and reported by Seller orally or in writing are representative of the condition of the subject equipment and its components as they appeared during the inspection. These conditions can and will change immediately following inspection due to the use or non-use of the subject equipment (and its components). The information provided to Buyer



INSPECTION SERVICES PROPOSAL

as a result of and following an inspection does not reflect any changes in the condition of the subject equipment and/or its components following inspection by Seller and Buyer retains and/or assumes all risk for such changes in condition. Buyer is hereby notified and acknowledges and agrees that delivery by email or other electronic means of any report prepared by Seller setting forth the results of an inspection constitutes delivery to and acknowledgment of receipt by Buyer of such report.

- The decision following an inspection concerning whether or not to repair or replace the equipment or any deficient component of the subject equipment lies exclusively with Buyer. By completing the inspection and preparing the inspection report, Seller expressly recommends that Buyer authorize the repair and/or replacement of the equipment or any component identified during the inspection or listed in the report derived therefrom as deficient in any manner or degree prior to operating the subject equipment. Seller hereby notifies Buyer that any inspection report may contain information regarding deficient equipment and/or components thereof that require the immediate attention of Buyer and that any failure to repair and/or replace such deficient equipment and components thereof may result in catastrophic equipment failure causing damage to property or injury or death to persons in, on or around the subject equipment.
- SELLER IS NOT LIABLE FOR CLAIMS, DEMANDS, DAMAGES, OR LIABILITY ARISING FROM (I) CAUSES OUTSIDE THE SCOPE OF THE INSPECTION AS IDENTIFIED IN SECTION 12.A., (II) ANY CONDITION THAT OCCURS FOLLOWING THE INSPECTION AS IDENTIFIED IN SECTION 12.B., (III) FAILURE OF BUYER TO REPAIR OR REPLACE ANY EQUIPMENT OR COMPONENT AS IDENTIFIED IN SECTION 12.C., OR (IV) FLAWS THAT ARE NOT DETECTABLE BY OR WHOSE DETECTION IS LIMITED WHEN UTILIZING THE INSPECTION METHODS DESCRIBED IN SECTION 12.

13. **Approval Drawings.** Approval drawings, if provided to Buyer by Seller and either signed by a representative of Buyer with apparent authority to do so or not objected to by Buyer in writing within a reasonable time shall constitute exclusive proof regarding Buyer's verification and acceptance of the dimensions and other information relating to the goods described therein, and Seller shall be entitled to rely on such approval drawings to provide the Goods and Services referenced therein. Buyer hereby assumes any and all responsibility for any inaccurate or incomplete information contained therein. TO THE EXTENT THAT BUYER PROVIDES THE DESIGN AND/OR SPECIFICATIONS FOR ANY GOODS OR SERVICES TO BE PROVIDED OR PERFORMED BY SELLER, BUYER SHALL INDEMNIFY, DEFEND, AND HOLD HARMLESS SELLER AGAINST ALL CLAIMS, SUITS, AND CAUSES OF ACTION AND FROM ALL COSTS, EXPENSES, DAMAGES AND LIABILITIES (INCLUDING BUT NOT LIMITED TO ATTORNEYS' AND CONSULTANTS' FEES) FROM IMPROPER OR DEFECTIVE DESIGN AND FOR ACTUAL OR ALLEGED INFRINGEMENT OF ANY UNITED STATES OR FOREIGN PATENT, COPYRIGHT, TRADEMARK, INTELLECTUAL PROPERTY RIGHTS, OR PROPRIETARY RIGHTS OF THIRD PARTIES BY REASON OF THE USE, SALE, MANUFACTURE, OR DESIGN OF SUCH GOODS AND/OR SERVICES.
14. **Inherent Defects.** To the extent remanufacturing, refurbishment, modernization, and/or modification services are included within the scope of Services identified in a Sales Confirmation or any agreement between Buyer and Seller, any defect in Buyer's equipment to which Seller performs such services that is attributable in whole or in part to engineering, design specifications, latent defects, corrosion, or fatigue that are inherent to and/or present in or on the equipment is not covered by any warranty of Seller, and Seller shall not be liable for any costs, expenses, losses, or damages of any nature whatsoever that are caused in whole or in part by any such defect.
15. **Intellectual Property.** All intellectual property rights in and to the Goods, the Services, and all documents, work product and other materials that are delivered to Buyer under this Agreement or prepared by or on behalf of the Seller in the course of performing the Services (collectively, the "Deliverables") shall be owned by Seller or Seller's licensors. Seller hereby grants Buyer a license to use all Intellectual Property Rights in the Deliverables free of additional charge and on a non-exclusive, non-transferable, non-sublicensable, fully paid-up, royalty-free and perpetual basis to the extent necessary to enable Buyer to make reasonable use of the Goods, Deliverables and the Services while this Agreement remains in effect.
16. **Compliance with Law.** Buyer shall comply with all applicable laws, regulations, and ordinances. Buyer shall maintain in effect all the licenses, permissions, authorizations, consents, and permits that it needs to carry out its obligations under this Agreement. Buyer shall comply with all export and import laws of all countries involved in the sale of the Goods under this Agreement or any resale of the Goods by Buyer. Buyer assumes all responsibility for shipments of Goods requiring any government import clearance. Seller may terminate this Agreement if any governmental authority imposes antidumping or countervailing duties or any other duties or penalties on the Goods.
17. **Subcontractors.** Buyer acknowledges and agrees that Seller may utilize subcontractors to perform any of its obligations under this Agreement.
18. **Termination.** In addition to any remedies that may be provided under these Terms, either party may terminate this Agreement with immediate effect, if such party: (a) fails to pay any amount when due under this Agreement; (b) has not otherwise performed or complied with any of these Terms, in whole or in part, and fails to cure such deficient performance within thirty (30) days' notice from the other party; or (c) becomes insolvent, files a petition for bankruptcy or commences or has commenced against it proceedings relating to bankruptcy, receivership, reorganization, or assignment for the benefit of creditors.
19. **Waiver.** No waiver by Seller of any of the provisions of this Agreement is effective unless explicitly set forth in writing and signed by Seller. No failure to exercise, or delay in exercising, any right, remedy, power, or privilege arising from this Agreement operates or may be construed, as a waiver thereof. No single or partial exercise of any right, remedy, power, or privilege hereunder precludes any other or further exercise thereof or the exercise of any other right, remedy, power, or privilege.
20. **Confidential Information.** All non-public, confidential, or proprietary information of each party, including, but not limited to, specifications, samples, patterns, designs, plans, drawings, documents, data, business operations, customer lists, pricing, discounts, or rebates, disclosed by either party to the other, whether disclosed orally or disclosed or accessed in written, electronic or other form or media, and whether or not marked, designated, or otherwise identified as "confidential," in connection with this Agreement is confidential, solely for the use of performing this Agreement and may not be disclosed or copied unless authorized by an officer of the disclosing party in writing. Upon the disclosing party's request, the recipient of information shall promptly return all documents and other materials received from the other party. This Section shall not apply to information that



INSPECTION SERVICES PROPOSAL

is: (a) in the public domain at the time of the disclosure; (b) known to the recipient at the time of disclosure; or (c) rightfully obtained by the recipient on a non-confidential basis from a third party who was not under an obligation of confidentiality with respect to such information.

21. **Force Majeure.** No party shall be liable or responsible to the other party, or be deemed to have defaulted under or breached this Agreement, for any failure or delay in fulfilling or performing any term of this Agreement (except for any obligations of Buyer to make payments to Seller hereunder), when and to the extent such failure or delay is caused by or results from acts beyond the impacted party's reasonable control, including, without limitation: (a) acts of God; (b) flood, fire, earthquake, pandemics or explosion; (c) war, invasion, hostilities (whether war is declared or not), terrorist threats or acts, riot or other civil unrest; (d) government order, law, or actions; (e) embargoes or blockades in effect on or after the date of this Agreement; (f) national or regional emergency; (g) strikes, labor stoppages or slowdowns, or other industrial disturbances; (h) telecommunication breakdowns, power outages or shortages, lack of warehouse or storage space, inadequate transportation services, or inability or delay in obtaining supplies of adequate or suitable materials; and (i) other similar events beyond the reasonable control of the Impacted Party. The Impacted Party shall give notice within ten (10) days of the Force Majeure Event to the other party. The Impacted Party shall use diligent efforts to end the failure or delay and ensure the effects of such Force Majeure Event are minimized.
22. **Assignment.** Buyer shall not assign any of its rights or delegate any of its obligations under this Agreement without the prior written consent of Seller. Any purported assignment or delegation in violation of this Section is null and void. No assignment or delegation relieves Buyer of any of its obligations under this Agreement.
23. **Relationship of the Parties.** The relationship between the parties is that of independent contractors. Nothing contained in this Agreement shall be construed as creating any agency, partnership, joint venture, or other form of joint enterprise, employment, or fiduciary relationship between the parties, and neither party shall have authority to contract for or bind the other party in any manner whatsoever.
24. **No Third-Party Beneficiaries.** This Agreement is for the sole benefit of the parties hereto and their respective successors and permitted assigns and nothing herein, express or implied, is intended to or shall confer upon any other person or entity any legal or equitable right, benefit, or remedy of any nature whatsoever under or by reason of these Terms.
25. **Governing Law.** All matters arising out of or relating to this Agreement are governed by and construed in accordance with the internal laws of the State of Delaware without giving effect to any choice or conflict of law provision or rule that would cause the application of the laws of any jurisdiction other than those of the State of Delaware.
26. **Submission to Jurisdiction.** Any legal suit, action, or proceeding arising out of or relating to this Agreement shall be instituted in the federal courts of the United States of America or the courts of the State of Delaware in each case located in the City of Wilmington, and each party irrevocably submits to the exclusive jurisdiction of such courts in any such suit, action, or proceeding.
27. **WAIVER OF JURY TRIAL.** EACH PARTY ACKNOWLEDGES AND AGREES THAT ANY CONTROVERSY THAT MAY ARISE UNDER THIS AGREEMENT IS LIKELY TO INVOLVE COMPLICATED AND DIFFICULT ISSUES AND, THEREFORE, EACH SUCH PARTY IRREVOCABLY AND UNCONDITIONALLY WAIVES ANY RIGHT IT MAY HAVE TO A TRIAL BY JURY IN RESPECT OF ANY LEGAL ACTION ARISING OUT OF OR RELATING TO THIS AGREEMENT OR THE TRANSACTIONS CONTEMPLATED HEREBY.
28. **Notices.** All notices, requests, consents, claims, demands, waivers, and other communications hereunder shall be in writing and addressed to the parties at the addresses set forth on the face of the Sales Confirmation. All Notices shall be delivered by personal delivery, nationally recognized overnight courier (with all fees pre-paid), email (with confirmation of transmission), or certified or registered mail (in each case, return receipt requested, postage prepaid). Except as otherwise provided in this Agreement, a Notice is effective only (a) upon receipt of the receiving party, and (b) if the party giving the Notice has complied with the requirements of this Section.
29. **Severability.** If any term or provision of this Agreement is invalid, illegal, or unenforceable in any jurisdiction, such invalidity, illegality, or unenforceability shall not affect any other term or provision of this Agreement or invalidate or render unenforceable such term or provision in any other jurisdiction.
30. **Survival.** Provisions of these Terms which by their nature should apply beyond their terms will remain in force after any termination or expiration of this Agreement including, but not limited to, the following provisions: Warranty Waiver, Limitation of Liability, Insurance, Intellectual Property, Compliance with Laws, Confidential Information, Governing Law, Submission to Jurisdiction, Waiver of Jury Trial, and Survival.
31. **Amendment and Modification.** These Terms may only be amended or modified in a writing stating specifically that it amends these Terms and is signed by an authorized representative of each party.



CITY OF GRIFFIN

P. O. BOX T
GRIFFIN, GA
Attn: **Robert Clark**
678.692.0391
rclark@cityofgriffin.com

Quote # 08072026-9
August 07, 2026

Quote valid through September 06,
2026

LIFT SOLUTIONS HOLDINGS • 5580 Fulton Industrial Blvd, Atlanta, GA 30336

Sales Rep • Roy Peters | 470.226.7726 | RPeters@theliftsolutions.com

WE ARE PLEASED TO OFFER THE FOLLOWING PROPOSAL FOR YOUR REVIEW AND CONSIDERATION

Periodic Annual with Preventative Maintenance Program

Cabin Creek Lift Station #3

Lift Solutions Holdings is pleased to offer you the following services to keep your company OSHA compliant in regards to OSHA 1910.179. It is important to know that even though a Periodic inspection is a great step to improve safety and reliability, if you are not completing a frequent inspection with documentation on a minimum monthly frequency you are out of compliance.

OSHA requires inspections to be completed based on the duty class of your equipment so some heavy use cranes may require a periodic inspection on a quarterly or semi-annual basis. We can help you determine which units require this.

Inspection Labor \$210.00

Cabin Creek Lift Station #3

Total Annual Investment \$210.00

(Anything Outside of Scope of Work Will be Billed at Time and Materials)

Payment Terms: All payments due Net 30 days from invoice date.

Proposal By:
Roy Peters

Accepted By:

Authorized Representative Date

Customer Representative Date



INSPECTION SERVICES PROPOSAL



PERIODIC INSPECTION WITH PREVENTATIVE MAINTENANCE

OBJECTIVE AND DESCRIPTION

The Periodic Inspection has been designed to inspect equipment for deficiencies and deviations as defined in the OSHA safety and health regulations set forth for a periodic inspection.

A Lift Solutions trained and qualified inspector will perform the inspection and give recommendations for repair or replacement.

The inspection interval is defined in OSHA requirements. Frequency is determined taking into account crane usage and operating environment.

SCOPE

The service includes visual inspection, as well as operational and functional tests of the equipment as defined in applicable regulations.

Lift Solutions will inspect mechanical components for maladjustment, excessive wear, cracks, corrosion, improper attachment, improper function, deformations and oil leakages and electrical components for improper function, corrosion, deterioration and improper attachment.

Inspected objects typically include:

- Limit switches, overload protection and other safety devices
- Safety and operational labels, capacity markings
- Hoist brake, motor, coupling and gear
- Rope drum, rope/chain, rope sheaves/chain wheels, hook block, hook, hook latches
- Covers and guards
- Traveling, traversing and rotating machineries
- Mainline disconnect, crane main switch, power supply, electric panels, control devices
- Crane and trolley structures, end trucks, walkways and stairs
- Bumpers, end stops
- Pneumatic or hydraulic systems
- Lubrication points
- Minor adjustments

The following is not included:

- Load test, oil analysis, repairs or replacement of any parts
- Inspection of internal components that require disassembly, such as gear cases, coupling and internal hook block

DELIVERABLES

- Safety Notification delivered to point of contact before equipment is returned to operation, when deemed necessary
- Inspection report that fulfills statutory requirements

CUSTOMER BENEFITS

- Satisfies regulatory requirements helping you stay compliant
- Safety and production risks are documented and recommendations for corrective actions are provided
- Provides recommendations for improving the safety, productivity, application or useful life of the asset



FREQUENT COMPLIANCE INSPECTION

OBJECTIVE AND DESCRIPTION

The Frequent Compliance Inspection has been designed to inspect equipment for deficiencies and deviations as defined in the OSHA safety and health regulations set forth for the frequent compliance inspection.

A Lift Solutions trained and qualified inspector will perform the inspection and give recommendations for repair, replacement or adjustment.

The inspection interval is defined in OSHA requirements. Frequency is determined taking into account crane usage and operating environment.

SCOPE

The service includes visual inspection of safety-critical components, as well as operational and functional tests of the equipment as defined in applicable regulations.

Lift Solutions will inspect mechanical components for improper function, excessive wear, cracks, improper attachment and oil leakages; and electrical components for improper function and improper attachment.

Inspected objects typically include visual inspection of:

- Limit switches, overload protection and other safety devices
- Safety labels, capacity markings
- Hoist brake, motor, coupling and gear
- Rope drum, rope/chain, rope sheaves/chain wheels, hook block, hook, hook latches

The following is not included:

- Lubrications, adjustments, load test, oil analysis, repairs or replacement of any parts
- Inspection of internal components that require disassembly, such as gear cases, coupling and internal hook block

DELIVERABLES

- Safety Notification delivered to point of contact before equipment is returned to operation, when deemed necessary
- Inspection report that fulfills statutory requirements
- Monthly certification record for hook and wire rope or load chain

CUSTOMER BENEFITS

- Satisfies regulatory requirements helping you stay compliant
- Safety and production risks are documented and recommendations for corrective actions are provided
- Provides recommendations for improving the safety, productivity, application or useful life of the asset



OSHA COMPLIANCE REQUIREMENTS

Frequent Inspection	Required. Visual inspection: The items list in 1910.179(j)(2) shall be inspected for defects at intervals defined in 1910.179(j)(1)(ii), specifically indicating, including observations during exposure for any defects which might appear between regular inspections. All deficiencies such as listed shall be carefully examined and determination made as to whether they constitute a safety hazard.	Designated (trained). All inspections shall be performed by a designated person. Any deficiencies identified shall be examined by and determination made by a qualified person as to whether they constitute a hazard and if more detailed inspection is required ASME B30.2-1.1(d).	Required. Hooks w/ deformation or cracks monthly 1910.179(j)(2)(iii). Hoist chains monthly inspection 1910.179(j)(2)(iv). A thorough inspection of all ropes shall be made at least once a month and certification record that includes the date of the inspection and an identifier for the ropes that were inspected 1910.179(m)(1).
Periodic Inspection	Required. Complete inspections of the crane should be performed at intervals generally defined in paragraph 1910.179(j)(1)(ii)(b) depending upon its activity, severity of service environment or specifically indicated in this section. These inspections shall include the requirements of frequent inspection 1910.179(j)(2)(ii) and in addition the items listed in 1910.179(j)(3). Any deficiencies such as listed shall be carefully examined and determination made as to whether they constitute a safety hazard.	Designated (trained). All inspections shall be performed by a designated person. Any deficiencies identified shall be examined by and determination made by a qualified person as to whether they constitute a hazard and if more detailed inspection is required ASME B30.2-1.1(d). In addition CMAA Spec 78-2.2 requires 2000 field hours and formal training every two years.	Required. Dated records shall be made of apparent external conditions found in ASME B30.2-1.5(c) to provide a basis for a continuing evaluation and kept on file. ASME B30.2-1.5(e).
Preventative Maintenance	Required. A preventive maintenance program based on OEM Recommendation. 1910.179(l)(1).	Designated (trained). CMAA Spec 78 requires training of persons working on cranes.	Required. Dated records should be placed on file. ASME B30.2-4.4.
Repairs and Adjustments	Required. Any unsafe conditions disclosed by the inspection requirements of paragraph 1910.179(j) of this section shall be corrected before operation of the crane is resumed. Adjustments and repairs shall be done only by designated personnel.	Designated (trained). ASME B30-4.2.4(b). CMAA Spec 78 requires training of persons working on cranes.	Required. Dated records should be kept on file. ASME B30.2-4.4.
Operator Training	Required. Designated means selected or assigned by the employer or employer representative as being qualified to perform specific duties. Crane operator training shall be provided to promote proficient performance of crane operator in conformance with the provisions of this volume. ASME B30.2-3.1.1.	Designated (trained). Crane operator training shall be provided to promote proficient performance of crane operator in conformance with the provisions of this volume. ASME B30.2-3.1.1.	Required. Issue a certificate or formal record that verifies the person has been trained and has passed examination required in ASME B30.2-3.3.3(c), or confirm that the person has a valid certificate or formal record that satisfies the requirements ASME B30.2-3.3(d).



Terms and Conditions for the Sale of Goods and Services

1. Applicability.

- These terms and conditions of sale (these "Terms") are the only terms that govern the sale of the goods ("Goods") and services ("Services") by Lift Solutions Holdings, LLC and its subsidiaries ("Seller") to the buyer named for these Terms ("Buyer").
- The accompanying quotation/service agreement/purchase order/order acknowledgement (the "Sales Confirmation") and these Terms (collectively, this "Agreement") comprise the entire agreement between the parties and supersede all prior or contemporaneous understandings, agreements, negotiations, representations and warranties, and communications, both written and oral. These Terms prevail over any of Buyer's general terms and conditions of purchase or other terms and conditions on any purchase order, payment enclosure or other writing regardless of whether or when Buyer has submitted its purchase order or such terms. Fulfillment of Buyer's order does not constitute acceptance of any of Buyer's terms and conditions and does not serve to modify or amend these Terms. Once a Sales Confirmation has been provided, Buyer may not cancel or modify any order without the written consent of Seller.
- Notwithstanding anything to the contrary contained in this Agreement, Seller may, from time to time change the Services without the consent of Buyer provided that such changes do not materially affect the nature or scope of the Services, or the fees or any performance dates set forth in the Sales Confirmation.

2. Delivery of Goods and Performance of Services.

- The Goods will be delivered within a reasonable time after the receipt of Buyer's purchase order, and subject to availability of finished Goods. Seller shall not be liable for any delays, loss, or damage in transit of any sort.
- Unless otherwise agreed in writing by the parties, Seller shall deliver the Goods to the delivery point indicated on the purchase order (the "Delivery Point") using Seller's standard methods for packaging and shipping such Goods. Unless otherwise agreed to by the parties in writing, Buyer shall be responsible for all loading costs and provide equipment and labor reasonably suited for receipt of the Goods or Services at the Delivery Point and will unload and release all transportation equipment promptly, so Seller incurs no demurrage or other expense. Buyer shall be solely liable for any demurrage or other expenses as a result of delays in the unloading of the Goods or releasing of all transportation equipment.
- Seller may, in its sole discretion, without liability or penalty, make partial shipments of Goods to Buyer. Each shipment will constitute a separate sale, and Buyer shall pay for the units shipped whether such shipment is in whole or partial fulfillment of Buyer's purchase order.
- Seller shall use reasonable efforts to meet any performance dates to render the Services specified in the Sales Confirmation, and any such dates shall be estimates only.
- With respect to the Services, Buyer shall (i) cooperate with Seller in all matters relating to the Services and provide such access to Buyer's premises, and such office accommodation and other facilities as may reasonably be requested by Seller, for the purposes of performing the Services; (ii) respond promptly to any Seller request to provide direction, information, approvals, authorizations, or decisions that are reasonably necessary for Seller to perform Services in accordance with the requirements of this Agreement; (iii) provide such customer materials or information as Seller may reasonably request to carry out the Services in a timely manner and ensure that such customer materials or information are complete and accurate in all material respects; and (iv) obtain and maintain all necessary licenses and consents and comply with all applicable laws in relation to the Services before the date on which the Services are to start.
- To the extent any of the Services are performed on Buyer's premises, Buyer shall be responsible for the safety and protection of Seller and its persons and property while providing the Services thereon. Buyer shall notify Seller of any hazardous or dangerous conditions which exist in Customer's premises immediately upon discovery.

3. Shipping Terms.

Delivery of the Goods shall be made in accordance with the shipping terms on the face of the Sales Confirmation.

4. Title and Risk of Loss.

Title and risk of loss pass to Buyer upon delivery of the Goods at the Delivery Point. As collateral security for the payment of the purchase price of the Goods, Buyer hereby grants to Seller a lien on and security interest in and to all of the right, title, and interest of Buyer in, to, and under the Goods, wherever located, and whether now existing or hereafter arising or acquired from time to time, and in all accessions thereto and replacements or modifications thereof, as well as all proceeds (including insurance proceeds) of the foregoing. The security interest granted under this provision constitutes a purchase money security interest under the Delaware Uniform Commercial Code.

5. **Buyer's Acts or Omissions and Site Conditions.** If Seller's performance of its obligations under this Agreement is prevented or delayed by any act or omission of Buyer or its agents, subcontractors, consultants, or employees, Seller shall not be deemed in breach of its obligations under this Agreement or otherwise liable for any costs, charges, or losses sustained or incurred by Buyer, in each case, to the extent arising directly or indirectly from such prevention or delay. Buyer warrants that the site where Goods are to be delivered and/or installed and/or where Services are to be performed shall be ready and adequate for Seller's delivery and/or installation of the Goods and/or performance of Services. Buyer's obligations in this regard include but are not limited to the removal of all obstructions and institution of adequate safety measures to protect Seller's property, employees, agents and contractors. Buyer shall be responsible for all costs and expenses associated with Seller's delay and/or inability to deliver and/or install the Goods or perform any Services related to Buyer's failure to comply with this Section 5. Seller in no way warrants the sufficiency of the site, in whole or in part, where the Services are performed and/or Goods are to be delivered, installed and/or used.



6. Inspection and Rejection of Nonconforming Goods or Services.

- Buyer shall inspect the Goods or Services within five (5) days of receipt and all Services performed within five (5) days of completion ("Inspection Period"). Buyer will be deemed to have accepted the Goods and or the Services unless it notifies Seller in writing of any Nonconforming Goods or Non-Conforming Services during the Inspection Period and furnishes such written evidence or other documentation as reasonably required by Seller. "Nonconforming Goods" means only the following: (i) product shipped is different than identified in Buyer's purchase order; or (ii) product's label or packaging incorrectly identifies its contents. "Nonconforming Services" means that the Services did not comply with any written specifications (if applicable) in the Sales Confirmation.
- If Buyer timely notifies Seller of any Nonconforming Goods or Nonconforming Services, Seller shall, in its sole discretion, (i) replace such Nonconforming Goods with conforming Goods or repair the Nonconforming Services, or (ii) credit or refund the Price for such Nonconforming Goods or Nonconforming Services, together with any reasonable shipping and handling expenses incurred by Buyer in connection therewith. In the case of Nonconforming Goods, Buyer shall ship, at its expense and risk of loss, the Nonconforming Goods to Seller's facility. If Seller exercises its option to replace Nonconforming Goods, Seller shall, after receiving Buyer's shipment of Nonconforming Goods, ship to Buyer, at Buyer's expense and risk of loss, the replaced Goods to the Delivery Point.
- Buyer acknowledges and agrees that the remedies set forth in Section 6(b) are Buyer's exclusive remedies for the delivery of Nonconforming Goods and Nonconforming Services. Except as provided under Section 6(b), all sales of Goods and Services provided to Buyer are made on a one-way basis and Buyer has no right to return Goods or Services purchased under this Agreement to Seller.

7. Price.

- Buyer shall purchase the Goods and Services from Seller at the prices (the "Prices") set forth in the Sales Confirmation. Prices quoted by Seller shall remain firm for a period of thirty (30) days from the date of a Quotation; provided, however, that Seller reserves the right, at any time prior to the acceptance of a Quotation by Buyer to adjust said prices by providing written notice to Buyer regarding any such adjustment.
- Buyer agrees to reimburse Seller for all reasonable travel and out-of-pocket expenses incurred by Seller in connection with the performance of the Services.
- All Prices are exclusive of all sales, use, and excise taxes, and any other similar taxes, duties, and charges of any kind imposed by any Governmental Authority on any amounts payable by Buyer. Buyer shall be responsible for all such charges, costs, and taxes; provided, that, Buyer shall not be responsible for any taxes imposed on, or with respect to, Seller's income, revenues, gross receipts, personal or real property, or other assets.

8. Payment Terms.

- Buyer shall pay all invoiced amounts due to Seller within thirty (30) days from the date of Seller's invoice, unless deviations to these standard terms have been previously agreed to in writing by the parties.
- In the event the contract is terminated or suspended for any reason other than Seller's material default, Buyer shall pay Seller for all work performed, materials procured, and costs incurred up to the date of termination, including a reasonable margin on work in process. Buyer acknowledges that all Goods produced under this Agreement are custom-engineered for Buyer and have no alternative use to Seller without significant rework or loss of value.
- Buyer shall reimburse Seller for all costs incurred in collecting any late payments, including, without limitation, attorneys' fees. In addition to all other remedies available under these Terms or at law (which Seller does not waive by the exercise of any rights hereunder), Seller shall be entitled to suspend the delivery of any Goods or performance of any Services and stop Goods in transit if Buyer fails to pay any amounts when due hereunder and such failure continues for fourteen (14) days following written notice thereof.
- Buyer shall not withhold payment of any amounts due and payable by reason of any set-off of any claim or dispute with Seller, whether relating to Seller's breach, bankruptcy, or otherwise.

9. Limited Warranty & Waiver.

- Seller warrants to Buyer that for a period of twelve (12) months from the date of shipment (the "Warranty Period") all Goods will materially conform to Seller's specifications and will be free from material defects in material and workmanship (the "Goods Warranty").
- The foregoing Goods Warranty shall not apply to: (a) any Goods, or parts or components thereof, that have been used or operated prior to being sold to Buyer ("Used Goods") or (b) Goods manufactured by a third party, including parts or components thereof ("Third-Party Goods"). Seller will use commercially reasonable efforts to pass through any warranties provided by the manufacturer for such Third-Party Goods to Buyer. For the avoidance of doubt, SELLER MAKES NO REPRESENTATION OR WARRANTIES WITH RESPECT TO ANY USED GOODS OR THIRD-PARTY GOODS, INCLUDING ANY (a) WARRANTY OF MERCHANTABILITY; (b) WARRANTY OF FITNESS FOR A PARTICULAR PURPOSE; (c) WARRANTY OF TITLE; OR (d) WARRANTY AGAINST INFRINGEMENT OF INTELLECTUAL PROPERTY RIGHTS OF A THIRD PARTY; WHETHER EXPRESS OR IMPLIED, BY LAW, COURSE OF DEALING, USAGE, TRADE OR OTHERWISE, AND ALL SUCH REPRESENTATIONS AND WARRANTIES ARE HEREBY EXPRESSLY DISCLAIMED.
- EXCEPT AS EXPRESSLY PROVIDED HEREIN, ALL GOODS AND SERVICES (INCLUDING BUT NOT LIMITED TO ANY INSPECTION SERVICES) ARE PURCHASED BY BUYER "AS IS" AND "WITH ALL FAULTS." SELLER MAKES NO WARRANTIES WHATSOEVER WITH RESPECT TO THE GOODS OR THE SERVICES, INCLUDING ANY (a) WARRANTY THAT THE SERVICES WILL BE ACCURATE, COMPLETE OR ERROR FREE OR WILL ACHIEVE ANY PARTICULAR RESULTS; (b) WARRANTY OF MERCHANTABILITY; OR (c) WARRANTY OF FITNESS FOR A PARTICULAR PURPOSE; OR (d) WARRANTY OF TITLE; OR (e) WARRANTY AGAINST INFRINGEMENT OF INTELLECTUAL PROPERTY RIGHTS OF A THIRD PARTY; WHETHER EXPRESS OR IMPLIED BY LAW, COURSE OF DEALING, COURSE OF PERFORMANCE, USAGE OF TRADE, OR OTHERWISE. ALL EXPRESS WARRANTIES PROVIDED

BY SELLER (IF ANY) ARE LIMITED TO AND ONLY FOR THE BENEFIT OF BUYER AND ARE NOT TRANSFERABLE OR ASSIGNABLE BY BUYER WITHOUT THE PRIOR WRITTEN CONSENT OF SELLER.

- The Seller shall not be liable for a breach of the Goods Warranty unless: (i) Buyer gives written notice of the defect, reasonably described, to Seller within ten (10) days of the time when Buyer discovers or ought to have discovered the defect; (ii) Seller is given a reasonable opportunity after receiving the notice to examine such Goods and Buyer (if requested to do so by Seller) returns such Goods to Seller's place of business at Seller's cost for the examination to take place there; and (iii) Seller reasonably verifies Buyer's claim that the Goods are defective. Additionally, the Seller shall not be liable for a breach of the Goods Warranty if: (i) Buyer makes any further use of such Goods after giving such notice; (ii) the defect arises because Buyer failed to follow Seller's oral or written instructions as to the storage, installation, commissioning, use or maintenance of the Goods; or (iii) Buyer alters or repairs such Goods without the prior written consent of Seller.
- During the Warranty Period, and subject to the limitations included in this Section 9 and in Section 10 below, with respect to any Goods during the Warranty Period, Seller shall, in its sole discretion, either: (i) repair or replace such Goods or (ii) credit or refund the price of such Goods at the contracted rate. THE REMEDIES SET FORTH IN THIS SECTION 9(E) SHALL BE THE BUYER'S SOLE AND EXCLUSIVE REMEDY AND SELLER'S ENTIRE LIABILITY FOR ANY BREACH OF THE GOODS WARRANTY.

10. Limitation of Liability, Indemnification, Waiver.

To the maximum extent permitted by applicable law:

- IN NO EVENT SHALL SELLER BE LIABLE TO BUYER OR ANY THIRD PARTY FOR ANY LOSS OF USE, REVENUE OR PROFIT OR LOSS OF DATA OR DIMINUTION IN VALUE, OR FOR ANY CONSEQUENTIAL, INDIRECT, INCIDENTAL, SPECIAL, EXEMPLARY, LIQUIDATED OR PUNITIVE DAMAGES WHETHER ARISING OUT OF BREACH OF CONTRACT, TORT (INCLUDING BUT NOT LIMITED TO NEGLIGENCE AND PRODUCT LIABILITY), OR OTHERWISE, REGARDLESS OF WHETHER SUCH DAMAGES WERE FORESEEABLE AND WHETHER OR NOT SELLER HAS BEEN ADVISED OF THE POSSIBILITY OF SUCH DAMAGES, AND NOTWITHSTANDING THE FAILURE OF ANY AGREED OR OTHER REMEDY OF ITS ESSENTIAL PURPOSE.
- IN NO EVENT SHALL SELLER'S AGGREGATE LIABILITY ARISING OUT OF OR RELATED TO THIS AGREEMENT, WHETHER ARISING OUT OF OR RELATED TO BREACH OF CONTRACT, TORT (INCLUDING BUT NOT LIMITED TO NEGLIGENCE AND PRODUCT LIABILITY), OR OTHERWISE, EXCEED THE TOTAL OF THE AMOUNTS PAID TO SELLER FOR THE GOODS AND SERVICES SOLD HEREUNDER IN THE PREVIOUS SIX (6) MONTHS or \$50,000, WHICHEVER IS LESS. BUYER HEREBY EXPRESSLY WAIVES ITS RIGHT TO ASSERT A CLAIM OR DEFENSE FOR RECOUPMENT AND/OR SETOFF, EQUITABLE OR OTHERWISE, WHEN BUYER'S UNDERLYING CLAIM WOULD BE BARRED BY THE APPLICABLE STATUTE OF LIMITATIONS PERIOD.
- SELLER SHALL NOT BE LIABLE FOR AND BUYER SHALL RELEASE, INDEMNIFY, DEFEND AND HOLD HARMLESS SELLER AND ANY ENTITY AFFILIATED IN ANY WAY THEREWITH FROM ANY CLAIMS, DEMANDS, DAMAGES (REGARDLESS OF THEIR TYPE, INCLUDING, BUT NOT LIMITED TO DIRECT, INDIRECT, CONSEQUENTIAL, INCIDENTAL, PUNITIVE OR SPECIAL), LIABILITIES, LOSSES AND EXPENSES (WHETHER KNOWN OR UNKNOWN, PRESENT OR FUTURE), AND ANY AND ALL LIABILITY, OF AND FROM ANY AND ALL MANNER OF SUITS, ACTIONS OR CAUSE(S) OF ACTION (INCLUDING BUT NOT LIMITED TO SUITS FOR CONTRIBUTION AND/OR INDEMNITY AND ALL SUITS IN LAW, IN EQUITY, OR UNDER STATUTE, OF WHATEVER KIND OR NATURE) ON ACCOUNT OF OR IN ANY WAY ARISING OUT OF ACTS OR OMISSIONS OF BUYER, ITS AGENTS, CONTRACTORS, EMPLOYEES OR ANY PERSON UNDER THEIR CONTROL (OTHER THAN SELLER) OR RELATING IN ANY WAY TO GOODS AND SERVICES PROVIDED UNDER A QUOTATION, A PURCHASE ORDER OR ANY OTHER AGREEMENT BETWEEN BUYER AND SELLER OR THE GOODS OR EQUIPMENT RELATED THERETO, INCLUDING, BUT NOT LIMITED TO BUYER'S USE, INSTALLATION, INCORPORATION OR SELECTION THEREOF. BUYER HEREBY WAIVES ANY IMMUNITY OR DEFENSE UNDER APPLICABLE WORKERS' COMPENSATION LAWS OR OTHER LAWS THAT WOULD OTHERWISE LIMIT BUYER'S OBLIGATIONS HEREUNDER.

11. Insurance.

During the term of this Agreement Buyer shall, at its own expense, maintain and carry insurance in full force and effect which includes, but is not limited to, commercial general liability (including Products and Completed Operations liability) in a sum no less than \$2,000,000 per occurrence with financially sound and reputable insurers, and shall name Seller as an Additional Insured on its commercial general liability policy. Such coverage shall be written on a primary and non-contributory basis. Upon Seller's request, Buyer shall provide Seller with a certificate of insurance from Buyer's insurer evidencing the insurance coverage specified in these Terms. Buyer shall provide Seller with thirty (30) days' advance written notice in the event of a cancellation or material change in Buyer's insurance policy. Except where prohibited by law, Buyer shall require its insurer to waive all rights of subrogation against Seller's insurers and Seller.

12. Inspection Services Disclaimer.

- At the request of Buyer, the scope of any equipment (or component) inspection performed by Seller is limited exclusively to a search for readily observable defects apparent on the equipment and on those equipment component parts identified in the inspection scope accompanying a Sales Confirmation or other agreement that are safely and conveniently accessible to the inspecting personnel. Seller shall not dismantle the equipment or the equipment components to be inspected, nor shall it use any other means to inspect and detect latent or non-observable defective conditions in the equipment or its components. Notwithstanding the performance of this inspection and regardless of any representation made in any report to the contrary, Buyer acknowledges and agrees that: (i) latent or non-observable defects may exist or develop on or in the subject equipment or its components on or following the moment of inspection and Buyer is hereby notified of the potential existence thereof; and (ii) the use of equipment possessing any defect, including latent or non-observable defects, may result in catastrophic equipment failure potentially causing damage to property or injury or death to persons in, on or around the subject equipment.
- The conditions identified during the equipment (or component) inspection and reported by Seller orally or in writing are representative of the condition of the subject equipment and its components as they appeared during the inspection. These conditions can and will change immediately following inspection due to the use or non-use of the subject equipment (and its components). The information provided to Buyer



INSPECTION SERVICES PROPOSAL

as a result of and following an inspection does not reflect any changes in the condition of the subject equipment and/or its components following inspection by Seller and Buyer retains and/or assumes all risk for such changes in condition. Buyer is hereby notified and acknowledges and agrees that delivery by email or other electronic means of any report prepared by Seller setting forth the results of an inspection constitutes delivery to and acknowledgment of receipt by Buyer of such report.

- The decision following an inspection concerning whether or not to repair or replace the equipment or any deficient component of the subject equipment lies exclusively with Buyer. By completing the inspection and preparing the inspection report, Seller expressly recommends that Buyer authorize the repair and/or replacement of the equipment or any component identified during the inspection or listed in the report derived therefrom as deficient in any manner or degree prior to operating the subject equipment. Seller hereby notifies Buyer that any inspection report may contain information regarding deficient equipment and/or components thereof that require the immediate attention of Buyer and that any failure to repair and/or replace such deficient equipment and components thereof may result in catastrophic equipment failure causing damage to property or injury or death to persons in, on or around the subject equipment.
- SELLER IS NOT LIABLE FOR CLAIMS, DEMANDS, DAMAGES, OR LIABILITY ARISING FROM (I) CAUSES OUTSIDE THE SCOPE OF THE INSPECTION AS IDENTIFIED IN SECTION 12.A., (II) ANY CONDITION THAT OCCURS FOLLOWING THE INSPECTION AS IDENTIFIED IN SECTION 12.B., (III) FAILURE OF BUYER TO REPAIR OR REPLACE ANY EQUIPMENT OR COMPONENT AS IDENTIFIED IN SECTION 12.C., OR (IV) FLAWS THAT ARE NOT DETECTABLE BY OR WHOSE DETECTION IS LIMITED WHEN UTILIZING THE INSPECTION METHODS DESCRIBED IN SECTION 12.

13. **Approval Drawings.** Approval drawings, if provided to Buyer by Seller and either signed by a representative of Buyer with apparent authority to do so or not objected to by Buyer in writing within a reasonable time shall constitute exclusive proof regarding Buyer's verification and acceptance of the dimensions and other information relating to the goods described therein, and Seller shall be entitled to rely on such approval drawings to provide the Goods and Services referenced therein. Buyer hereby assumes any and all responsibility for any inaccurate or incomplete information contained therein. TO THE EXTENT THAT BUYER PROVIDES THE DESIGN AND/OR SPECIFICATIONS FOR ANY GOODS OR SERVICES TO BE PROVIDED OR PERFORMED BY SELLER, BUYER SHALL INDEMNIFY, DEFEND, AND HOLD HARMLESS SELLER AGAINST ALL CLAIMS, SUITS, AND CAUSES OF ACTION AND FROM ALL COSTS, EXPENSES, DAMAGES AND LIABILITIES (INCLUDING BUT NOT LIMITED TO ATTORNEYS' AND CONSULTANTS' FEES) FROM IMPROPER OR DEFECTIVE DESIGN AND FOR ACTUAL OR ALLEGED INFRINGEMENT OF ANY UNITED STATES OR FOREIGN PATENT, COPYRIGHT, TRADEMARK, INTELLECTUAL PROPERTY RIGHTS, OR PROPRIETARY RIGHTS OF THIRD PARTIES BY REASON OF THE USE, SALE, MANUFACTURE, OR DESIGN OF SUCH GOODS AND/OR SERVICES.
14. **Inherent Defects.** To the extent remanufacturing, refurbishment, modernization, and/or modification services are included within the scope of Services identified in a Sales Confirmation or any agreement between Buyer and Seller, any defect in Buyer's equipment to which Seller performs such services that is attributable in whole or in part to engineering, design specifications, latent defects, corrosion, or fatigue that are inherent to and/or present in or on the equipment is not covered by any warranty of Seller, and Seller shall not be liable for any costs, expenses, losses, or damages of any nature whatsoever that are caused in whole or in part by any such defect.
15. **Intellectual Property.** All intellectual property rights in and to the Goods, the Services, and all documents, work product and other materials that are delivered to Buyer under this Agreement or prepared by or on behalf of the Seller in the course of performing the Services (collectively, the "Deliverables") shall be owned by Seller or Seller's licensors. Seller hereby grants Buyer a license to use all Intellectual Property Rights in the Deliverables free of additional charge and on a non-exclusive, non-transferable, non-sublicensable, fully paid-up, royalty-free and perpetual basis to the extent necessary to enable Buyer to make reasonable use of the Goods, Deliverables and the Services while this Agreement remains in effect.
16. **Compliance with Law.** Buyer shall comply with all applicable laws, regulations, and ordinances. Buyer shall maintain in effect all the licenses, permissions, authorizations, consents, and permits that it needs to carry out its obligations under this Agreement. Buyer shall comply with all export and import laws of all countries involved in the sale of the Goods under this Agreement or any resale of the Goods by Buyer. Buyer assumes all responsibility for shipments of Goods requiring any government import clearance. Seller may terminate this Agreement if any governmental authority imposes antidumping or countervailing duties or any other duties or penalties on the Goods.
17. **Subcontractors.** Buyer acknowledges and agrees that Seller may utilize subcontractors to perform any of its obligations under this Agreement.
18. **Termination.** In addition to any remedies that may be provided under these Terms, either party may terminate this Agreement with immediate effect, if such party: (a) fails to pay any amount when due under this Agreement; (b) has not otherwise performed or complied with any of these Terms, in whole or in part, and fails to cure such deficient performance within thirty (30) days' notice from the other party; or (c) becomes insolvent, files a petition for bankruptcy or commences or has commenced against it proceedings relating to bankruptcy, receivership, reorganization, or assignment for the benefit of creditors.
19. **Waiver.** No waiver by Seller of any of the provisions of this Agreement is effective unless explicitly set forth in writing and signed by Seller. No failure to exercise, or delay in exercising, any right, remedy, power, or privilege arising from this Agreement operates or may be construed, as a waiver thereof. No single or partial exercise of any right, remedy, power, or privilege hereunder precludes any other or further exercise thereof or the exercise of any other right, remedy, power, or privilege.
20. **Confidential Information.** All non-public, confidential, or proprietary information of each party, including, but not limited to, specifications, samples, patterns, designs, plans, drawings, documents, data, business operations, customer lists, pricing, discounts, or rebates, disclosed by either party to the other, whether disclosed orally or disclosed or accessed in written, electronic or other form or media, and whether or not marked, designated, or otherwise identified as "confidential," in connection with this Agreement is confidential, solely for the use of performing this Agreement and may not be disclosed or copied unless authorized by an officer of the disclosing party in writing. Upon the disclosing party's request, the recipient of information shall promptly return all documents and other materials received from the other party. This Section shall not apply to information that



INSPECTION SERVICES PROPOSAL

is: (a) in the public domain at the time of the disclosure; (b) known to the recipient at the time of disclosure; or (c) rightfully obtained by the recipient on a non-confidential basis from a third party who was not under an obligation of confidentiality with respect to such information.

21. **Force Majeure.** No party shall be liable or responsible to the other party, or be deemed to have defaulted under or breached this Agreement, for any failure or delay in fulfilling or performing any term of this Agreement (except for any obligations of Buyer to make payments to Seller hereunder), when and to the extent such failure or delay is caused by or results from acts beyond the impacted party's reasonable control, including, without limitation: (a) acts of God; (b) flood, fire, earthquake, pandemics or explosion; (c) war, invasion, hostilities (whether war is declared or not), terrorist threats or acts, riot or other civil unrest; (d) government order, law, or actions; (e) embargoes or blockades in effect on or after the date of this Agreement; (f) national or regional emergency; (g) strikes, labor stoppages or slowdowns, or other industrial disturbances; (h) telecommunication breakdowns, power outages or shortages, lack of warehouse or storage space, inadequate transportation services, or inability or delay in obtaining supplies of adequate or suitable materials; and (i) other similar events beyond the reasonable control of the Impacted Party. The Impacted Party shall give notice within ten (10) days of the Force Majeure Event to the other party. The Impacted Party shall use diligent efforts to end the failure or delay and ensure the effects of such Force Majeure Event are minimized.
22. **Assignment.** Buyer shall not assign any of its rights or delegate any of its obligations under this Agreement without the prior written consent of Seller. Any purported assignment or delegation in violation of this Section is null and void. No assignment or delegation relieves Buyer of any of its obligations under this Agreement.
23. **Relationship of the Parties.** The relationship between the parties is that of independent contractors. Nothing contained in this Agreement shall be construed as creating any agency, partnership, joint venture, or other form of joint enterprise, employment, or fiduciary relationship between the parties, and neither party shall have authority to contract for or bind the other party in any manner whatsoever.
24. **No Third-Party Beneficiaries.** This Agreement is for the sole benefit of the parties hereto and their respective successors and permitted assigns and nothing herein, express or implied, is intended to or shall confer upon any other person or entity any legal or equitable right, benefit, or remedy of any nature whatsoever under or by reason of these Terms.
25. **Governing Law.** All matters arising out of or relating to this Agreement are governed by and construed in accordance with the internal laws of the State of Delaware without giving effect to any choice or conflict of law provision or rule that would cause the application of the laws of any jurisdiction other than those of the State of Delaware.
26. **Submission to Jurisdiction.** Any legal suit, action, or proceeding arising out of or relating to this Agreement shall be instituted in the federal courts of the United States of America or the courts of the State of Delaware in each case located in the City of Wilmington, and each party irrevocably submits to the exclusive jurisdiction of such courts in any such suit, action, or proceeding.
27. **WAIVER OF JURY TRIAL.** EACH PARTY ACKNOWLEDGES AND AGREES THAT ANY CONTROVERSY THAT MAY ARISE UNDER THIS AGREEMENT IS LIKELY TO INVOLVE COMPLICATED AND DIFFICULT ISSUES AND, THEREFORE, EACH SUCH PARTY IRREVOCABLY AND UNCONDITIONALLY WAIVES ANY RIGHT IT MAY HAVE TO A TRIAL BY JURY IN RESPECT OF ANY LEGAL ACTION ARISING OUT OF OR RELATING TO THIS AGREEMENT OR THE TRANSACTIONS CONTEMPLATED HEREBY.
28. **Notices.** All notices, requests, consents, claims, demands, waivers, and other communications hereunder shall be in writing and addressed to the parties at the addresses set forth on the face of the Sales Confirmation. All Notices shall be delivered by personal delivery, nationally recognized overnight courier (with all fees pre-paid), email (with confirmation of transmission), or certified or registered mail (in each case, return receipt requested, postage prepaid). Except as otherwise provided in this Agreement, a Notice is effective only (a) upon receipt of the receiving party, and (b) if the party giving the Notice has complied with the requirements of this Section.
29. **Severability.** If any term or provision of this Agreement is invalid, illegal, or unenforceable in any jurisdiction, such invalidity, illegality, or unenforceability shall not affect any other term or provision of this Agreement or invalidate or render unenforceable such term or provision in any other jurisdiction.
30. **Survival.** Provisions of these Terms which by their nature should apply beyond their terms will remain in force after any termination or expiration of this Agreement including, but not limited to, the following provisions: Warranty Waiver, Limitation of Liability, Insurance, Intellectual Property, Compliance with Laws, Confidential Information, Governing Law, Submission to Jurisdiction, Waiver of Jury Trial, and Survival.
31. **Amendment and Modification.** These Terms may only be amended or modified in a writing stating specifically that it amends these Terms and is signed by an authorized representative of each party.

**CITY OF GRIFFIN**

P. O. BOX T
GRIFFIN, GA
Attn: **Robert Clark**
rclark@cityofgriffin.com
678.692.0391

Quote # 8172026-2
August 17, 2026

Quote valid through September 16,
2026

LIFT SOLUTIONS HOLDINGS • 5580 Fulton Industrial Blvd, Atlanta, GA 30336

Sales Rep • Roy Peters | 470.226.7726 | RPeters@theliftsolutions.com

WE ARE PLEASED TO PRESENT THE FOLLOWING QUOTE FOR YOUR CONSIDERATION

Crane Service 2026-27**Scope**

Service Rates for 2026-2027

Regular Hours	\$178.00
Mon-Fri 7:00-5:00	
OT Hours.....	\$267.00
After Hours/ Saturday	
Holidays/ Sunday	\$356.00
Lead time —	

CLARIFICATIONS

Shipping:	PP&A
Terms:	All payments due Net 30 days from invoice date. For order values over \$25,000.00, LSH requires 50% down payment due with order.
Notes:	Any unexpected delays caused by customers will be invoiced separately at the agreed upon hourly rates.



SERVICE PROPOSAL

Proposal By:
Roy Peters

Accepted By:

Lift Solutions Representative Date

Customer Representative Date



Terms and Conditions for the Sale of Goods and Services

1. Applicability.

- These terms and conditions of sale (these “Terms”) are the only terms that govern the sale of the goods (“Goods”) and services (“Services”) by Lift Solutions Holdings, LLC and its subsidiaries (“Seller”) to the buyer named for these Terms (“Buyer”).
- The accompanying quotation/service agreement/ purchase order/ order acknowledgement (the “Sales Confirmation”) and these Terms (collectively, this “Agreement”) comprise the entire agreement between the parties and supersede all prior or contemporaneous understandings, agreements, negotiations, representations and warranties, and communications, both written and oral. These Terms prevail over any of Buyer’s general terms and conditions of purchase or other terms and conditions on any purchase order, payment enclosure or other writing regardless of whether or when Buyer has submitted its purchase order or such terms. Fulfillment of Buyer’s order does not constitute acceptance of any of Buyer’s terms and conditions and does not serve to modify or amend these Terms. Once a Sales Confirmation has been provided, Buyer may not cancel or modify any order without the written consent of Seller.
- Notwithstanding anything to the contrary contained in this Agreement, Seller may, from time to time change the Services without the consent of Buyer provided that such changes do not materially affect the nature or scope of the Services, or the fees or any performance dates set forth in the Sales Confirmation.

2. Delivery of Goods and Performance of Services.

- The Goods will be delivered within a reasonable time after the receipt of Buyer’s purchase order, and subject to availability of finished Goods. Seller shall not be liable for any delays, loss, or damage in transit of any sort.
- Unless otherwise agreed in writing by the parties, Seller shall deliver the Goods to the delivery point indicated on the purchase order (the “Delivery Point”) using Seller’s standard methods for packaging and shipping such Goods. Unless otherwise agreed to by the parties in writing, Buyer shall be responsible for all loading costs and provide equipment and labor reasonably suited for receipt of the Goods or Services at the Delivery Point and will unload and release all transportation equipment promptly, so Seller incurs no demurrage or other expense. Buyer shall be solely liable for any demurrage or other expenses as a result of delays in the unloading of the Goods or releasing of all transportation equipment.
- Seller may, in its sole discretion, without liability or penalty, make partial shipments of Goods to Buyer. Each shipment will constitute a separate sale, and Buyer shall pay for the units shipped whether such shipment is in whole or partial fulfillment of Buyer’s purchase order.
- Seller shall use reasonable efforts to meet any performance dates to render the Services specified in the Sales Confirmation, and any such dates shall be estimates only.
- With respect to the Services, Buyer shall (i) cooperate with Seller in all matters relating to the Services and provide such access to Buyer’s premises, and such office accommodation and other facilities as may reasonably be requested by Seller, for the purposes of performing the Services; (ii) respond promptly to any Seller request to provide direction, information, approvals, authorizations, or decisions that are reasonably necessary for Seller to perform Services in accordance with the requirements of this Agreement; (iii) provide such customer materials or information as Seller may reasonably request to carry out the Services in a timely manner and ensure that such customer materials or information are complete and accurate in all material respects; and (iv) obtain and maintain all necessary licenses and consents and comply with all applicable laws in relation to the Services before the date on which the Services are to start.
- To the extent any of the Services are performed on Buyer’s premises, Buyer shall be responsible for the safety and protection of Seller and its persons and property while providing the Services thereon. Buyer shall notify Seller of any hazardous or dangerous conditions which exist in Customer’s premises immediately upon discovery.

3. Shipping Terms. Delivery of the Goods shall be made in accordance with the shipping terms on the face of the Sales Confirmation.

4. Title and Risk of Loss. Title and risk of loss pass to Buyer upon delivery of the Goods at the Delivery Point. As collateral security for the payment of the purchase price of the Goods, Buyer hereby grants to Seller a lien on and security interest in and to all of the right, title, and interest of Buyer in, to, and under the Goods, wherever located, and whether now existing or hereafter arising or acquired from time to time, and in all accessions thereto and replacements or modifications thereof, as well as all proceeds (including insurance proceeds) of the foregoing. The security interest granted under this provision constitutes a purchase money security interest under the Delaware Uniform Commercial Code.

5. Buyer's Acts or Omissions and Site Conditions. If Seller's performance of its obligations under this Agreement is prevented or delayed by any act or omission of Buyer or its agents, subcontractors, consultants, or employees, Seller shall not be deemed in breach of its obligations under this Agreement or otherwise liable for any costs, charges, or losses sustained or incurred by Buyer, in each case, to the extent arising directly or indirectly from such prevention or delay. Buyer warrants that the site where Goods are to be delivered and/or installed and/or where Services are to be performed shall be ready and adequate for Seller's delivery and/or installation of the Goods and/or performance of Services. Buyer's obligations in this regard include but are not limited to the removal of all obstructions and institution of adequate safety measures to protect Seller's property, employees, agents and contractors. Buyer shall be responsible for all costs and expenses associated with Seller's delay and/or inability to deliver and/or install the Goods or perform any Services related to Buyer's failure to comply with this Section 5. Seller in no way warrants the sufficiency of the site, in whole or in part, where the Services are performed and/or Goods are to be delivered, installed and/or used.

6. Inspection and Rejection of Nonconforming Goods or Services.

- Buyer shall inspect the Goods or Services within five (5) days receipt and all Services performed within five (5) days of completion ("Inspection Period"). Buyer will be deemed to have accepted the Goods and or the Services unless it notifies Seller in writing of any Nonconforming Goods or Non-Conforming Services during the Inspection Period and furnishes such written evidence or other documentation as reasonably required by Seller. "Nonconforming Goods" means only the following: (i) product shipped is different than identified in Buyer's purchase order; or (ii) product's label or packaging incorrectly identifies its contents. "Nonconforming Services" means that the Services did not comply with any written specifications (if applicable) in the Sales Confirmation.
- If Buyer timely notifies Seller of any Nonconforming Goods or Nonconforming Services, Seller shall, in its sole discretion, (i) replace such Nonconforming Goods with conforming Goods or repair the Nonconforming Services, or (ii) credit or refund the Price for such Nonconforming Goods or Nonconforming Services, together with any reasonable shipping and handling expenses incurred by Buyer in connection therewith. In the case of Nonconforming Goods, Buyer shall ship, at its expense and risk of loss, the Nonconforming Goods to Seller's facility. If Seller exercises its option to replace Nonconforming Goods, Seller shall, after receiving Buyer's shipment of Nonconforming Goods, ship to Buyer, at Buyer's expense and risk of loss, the replaced Goods to the Delivery Point.
- Buyer acknowledges and agrees that the remedies set forth in Section 6(b) are Buyer's exclusive remedies for the delivery of Nonconforming Goods and Nonconforming Services. Except as provided under Section 6(b), all sales of Goods and Services provided to Buyer are made on a one-way basis and Buyer has no right to return Goods or Services purchased under this Agreement to Seller.

7. Price.

- Buyer shall purchase the Goods and Services from Seller at the prices (the "Prices") set forth in the Sales Confirmation. Prices quoted by Seller shall remain firm for a period of thirty (30) days from the date of a Quotation; provided, however, that Seller reserves the right, at any time prior to the acceptance of a Quotation by Buyer to adjust said prices by providing written notice to Buyer regarding any such adjustment.
- Buyer agrees to reimburse Seller for all reasonable travel and out-of-pocket expenses incurred by Seller in connection with the performance of the Services.
- All Prices are exclusive of all sales, use, and excise taxes, and any other similar taxes, duties, and charges of any kind imposed by any Governmental Authority on any amounts payable by Buyer. Buyer shall be responsible for all such charges, costs, and taxes; provided, that, Buyer shall not be responsible for any taxes imposed on, or with respect to, Seller's income, revenues, gross receipts, personal or real property, or other assets.

8. Payment Terms.

- (a) Buyer shall pay all invoiced amounts due to Seller within thirty (30) days from the date of Seller's invoice, unless deviations to these standard terms have been previously agreed to in writing by the parties.
- (b) In the event the contract is terminated or suspended for any reason other than Seller's material default, Buyer shall pay Seller for all work performed, materials procured, and costs incurred up to the date of termination, including a reasonable margin on work in process. Buyer acknowledges that all Goods produced under this Agreement are custom-engineered for Buyer and have no alternative use to Seller without significant rework or loss of value.
- (c) Buyer shall reimburse Seller for all costs incurred in collecting any late payments, including, without limitation, attorneys' fees. In addition to all other remedies available under these Terms or at law (which Seller does not waive by the exercise of any rights hereunder), Seller shall be entitled to suspend the delivery of any Goods or performance of any Services and stop Goods in transit if Buyer fails to pay any amounts when due hereunder and such failure continues for fourteen (14) days following written notice thereof.

(d) Buyer shall not withhold payment of any amounts due and payable by reason of any set-off of any claim or dispute with Seller, whether relating to Seller's breach, bankruptcy, or otherwise.

9. Limited Warranty & Waiver.

- Seller warrants to Buyer that for a period of twelve (12) months from the date of shipment (the "Warranty Period") all Goods will materially conform to Seller's specifications and will be free from material defects in material and workmanship (the "Goods Warranty").
- The foregoing Goods Warranty shall not apply to: (a) any Goods, or parts or components thereof, that have been used or operated prior to being sold to Buyer ("Used Goods") or (b) Goods manufactured by a third party, including parts or components thereof ("Third-Party Goods"). Seller will use commercially reasonable efforts to pass through any warranties provided by the manufacturer for such Third-Party Goods to Buyer. For the avoidance of doubt, SELLER MAKES NO REPRESENTATION OR WARRANTIES WITH RESPECT TO ANY USED GOODS OR THIRD-PARTY GOODS, INCLUDING ANY (a) WARRANTY OF MERCHANTABILITY; (b) WARRANTY OF FITNESS FOR A PARTICULAR PURPOSE; (c) WARRANTY OF TITLE; OR (d) WARRANTY AGAINST INFRINGEMENT OF INTELLECTUAL PROPERTY RIGHTS OF A THIRD PARTY; WHETHER EXPRESS OR IMPLIED, BY LAW, COURSE OF DEALING, USAGE, TRADE OR OTHERWISE, AND ALL SUCH REPRESENTATIONS AND WARRANTIES ARE HEREBY EXPRESSLY DISCLAIMED.
- EXCEPT AS EXPRESSLY PROVIDED HEREIN, ALL GOODS AND SERVICES (INCLUDING BUT NOT LIMITED TO ANY INSPECTION SERVICES) ARE PURCHASED BY BUYER "AS IS" AND "WITH ALL FAULTS." SELLER MAKES NO WARRANTIES WHATSOEVER WITH RESPECT TO THE GOODS OR THE SERVICES, INCLUDING ANY (a) WARRANTY THAT THE SERVICES WILL BE ACCURATE, COMPLETE OR ERROR FREE OR WILL ACHIEVE ANY PARTICULAR RESULTS; (b) WARRANTY OF MERCHANTABILITY; OR (c) WARRANTY OF FITNESS FOR A PARTICULAR PURPOSE; OR (d) WARRANTY OF TITLE; OR (e) WARRANTY AGAINST INFRINGEMENT OF INTELLECTUAL PROPERTY RIGHTS OF A THIRD PARTY; WHETHER EXPRESS OR IMPLIED BY LAW, COURSE OF DEALING, COURSE OF PERFORMANCE, USAGE OF TRADE, OR OTHERWISE. ALL EXPRESS WARRANTIES PROVIDED BY SELLER (IF ANY) ARE LIMITED TO ANY ONLY FOR THE BENEFIT OF BUYER AND ARE NOT TRANSFERABLE OR ASSIGNABLE BY BUYER WITHOUT THE PRIOR WRITTEN CONSENT OF SELLER.
- The Seller shall not be liable for a breach of the Goods Warranty unless: (i) Buyer gives written notice of the defect, reasonably described, to Seller within ten (10) days of the time when Buyer discovers or ought to have discovered the defect; (ii) Seller is given a reasonable opportunity after receiving the notice to examine such Goods and Buyer (if requested to do so by Seller) returns such Goods to Seller's place of business at Seller's cost for the examination to take place there; and (iii) Seller reasonably verifies Buyer's claim that the Goods are defective. Additionally, the Seller shall not be liable for a breach of the Goods Warranty if: (i) Buyer makes any further use of such Goods after giving such notice; (ii) the defect arises because Buyer failed to follow Seller's oral or written instructions as to the storage, installation, commissioning, use or maintenance of the Goods; or (iii) Buyer alters or repairs such Goods without the prior written consent of Seller.
- During the Warranty Period, and subject to the limitations included in this Section 9 and in Section 10 below, with respect to any Goods during the Warranty Period, Seller shall, in its sole discretion, either: (i) repair or replace such Goods or (ii) credit or refund the price of such Goods at the contracted rate. THE REMEDIES SET FORTH IN THIS SECTION 9(E) SHALL BE THE BUYER'S SOLE AND EXCLUSIVE REMEDY AND SELLER'S ENTIRE LIABILITY FOR ANY BREACH OF THE GOODS WARRANTY.

10. Limitation of Liability, Indemnification, Waiver. To the maximum extent permitted by applicable law:

- IN NO EVENT SHALL SELLER BE LIABLE TO BUYER OR ANY THIRD PARTY FOR ANY LOSS OF USE, REVENUE OR PROFIT OR LOSS OF DATA OR DIMINUTION IN VALUE, OR FOR ANY CONSEQUENTIAL, INDIRECT, INCIDENTAL, SPECIAL, EXEMPLARY, LIQUIDATED OR PUNITIVE DAMAGES WHETHER ARISING OUT OF BREACH OF CONTRACT, TORT (INCLUDING BUT NOT LIMITED TO NEGLIGENCE AND PRODUCT LIABILITY), OR OTHERWISE, REGARDLESS OF WHETHER SUCH DAMAGES WERE FORESEEABLE AND WHETHER OR NOT SELLER HAS BEEN ADVISED OF THE POSSIBILITY OF SUCH DAMAGES, AND NOTWITHSTANDING THE FAILURE OF ANY AGREED OR OTHER REMEDY OF ITS ESSENTIAL PURPOSE.
- IN NO EVENT SHALL SELLER'S AGGREGATE LIABILITY ARISING OUT OF OR RELATED TO THIS AGREEMENT, WHETHER ARISING OUT OF OR RELATED TO BREACH OF CONTRACT, TORT (INCLUDING BUT NOT LIMITED TO NEGLIGENCE AND PRODUCT LIABILITY), OR OTHERWISE, EXCEED THE TOTAL OF THE AMOUNTS PAID TO SELLER FOR THE GOODS AND SERVICES SOLD HEREUNDER IN THE PREVIOUS SIX (6) MONTHS or \$50,000, WHICHEVER IS LESS. BUYER HEREBY EXPRESSLY WAIVES ITS RIGHT TO ASSERT A CLAIM OR DEFENSE FOR RECOUPMENT AND/OR SETOFF, EQUITABLE OR OTHERWISE, WHEN BUYER'S UNDERLYING CLAIM WOULD BE BARRED BY THE APPLICABLE STATUTE OF LIMITATIONS PERIOD.
- SELLER SHALL NOT BE LIABLE FOR AND BUYER SHALL RELEASE, INDEMNIFY, DEFEND AND HOLD HARMLESS SELLER AND ANY ENTITY AFFILIATED IN ANY WAY THEREWITH FROM ANY CLAIMS, DEMANDS, DAMAGES (REGARDLESS OF THEIR TYPE, INCLUDING, BUT NOT LIMITED TO DIRECT, INDIRECT, CONSEQUENTIAL, INCIDENTAL, PUNITIVE OR SPECIAL), LIABILITIES, LOSSES AND EXPENSES (WHETHER KNOWN OR UNKNOWN, PRESENT OR FUTURE), AND ANY AND ALL LIABILITY, OF AND FROM ANY

AND ALL MANNER OF SUITS, ACTIONS OR CAUSE(S) OF ACTION ON ACCOUNT OF OR IN ANY WAY ARISING OUT OF ACTS OR OMISSIONS OF BUYER, ITS AGENTS, CONTRACTORS, EMPLOYEES OR ANY PERSON UNDER THEIR CONTROL (OTHER THAN SELLER) OR RELATING IN ANY WAY TO GOODS AND SERVICES PROVIDED UNDER A QUOTATION, A PURCHASE ORDER OR ANY OTHER AGREEMENT BETWEEN BUYER AND SELLER OR THE GOODS OR EQUIPMENT RELATED THERETO. BUYER HEREBY WAIVES ANY IMMUNITY OR DEFENSE UNDER APPLICABLE WORKERS' COMPENSATION LAWS OR OTHER LAWS THAT WOULD OTHERWISE LIMIT BUYER'S OBLIGATIONS HEREUNDER.

11. Insurance. During the term of this Agreement Buyer shall, at its own expense, maintain and carry insurance in full force and effect which includes, but is not limited to, commercial general liability (including Products and Completed Operations liability) in a sum no less than \$2,000,000 per occurrence with financially sound and reputable insurers, and shall name Seller as an Additional Insured on its commercial general liability policy, including with respect Ongoing and completed Operations. Such coverage shall be written on a primary and non-contributory basis. Upon Seller's request, Buyer shall provide Seller with a certificate of insurance from Buyer's insurer evidencing the insurance coverage specified in these Terms. Buyer shall provide Seller with thirty (30) days' advance written notice in the event of a cancellation or material change in Buyer's insurance policy. Except where prohibited by law, Buyer shall require its insurer to waive all rights of subrogation against Seller's insurers and Seller.

12. Inspection Services Disclaimer. Notwithstanding any representation made by any party to the contrary in any other verbal or written communication, the performance by Seller of any equipment (or component) inspection as all or part of the Services under a Sales Confirmation or any agreement between Buyer and Seller and the preparation of the report derived therefrom are conditioned upon and evidence of Buyer's acknowledgment and acceptance of the following additional terms, conditions, and disclaimers:

- At the request of Buyer, the scope of any equipment (or component) inspection performed by Seller is limited exclusively to a search for readily observable defects apparent on the equipment and on those equipment component parts identified in the inspection scope accompanying a Sales Confirmation or other agreement that are safely and conveniently accessible to the inspecting personnel. Seller shall not dismantle the equipment or the equipment components to be inspected, nor shall it use any other means to inspect and detect latent or non-observable defective conditions in the equipment or its components. Notwithstanding the performance of this inspection and regardless of any representation made in any report to the contrary, including the inspection report prepared by Seller, Buyer acknowledges and agrees that: (i) latent or non-observable defects may exist or develop on or in the subject equipment or its components on or following the moment of inspection and Buyer is hereby notified of the potential existence thereof; and (ii) the use of equipment possessing any defect, including latent or non-observable defects, may result in catastrophic equipment failure potentially causing damage to property or injury or death to persons in, on or around the subject equipment.
- The conditions identified during the equipment (or component) inspection and reported by Seller orally or in writing are representative of the condition of the subject equipment and its components as they appeared during the inspection. These conditions can and will change immediately following inspection due to the use or non-use of the subject equipment (and its components). The information provided to Buyer as a result of and following an inspection does not reflect any changes in the condition of the subject equipment and/or its components following inspection by Seller and Buyer retains and/or assumes all risk for such changes in condition. Buyer is hereby notified and acknowledges and agrees that delivery by email or other electronic means of any report prepared by Seller setting forth the results of an inspection or the making available of such report to Buyer in any electronic portal or platform that is accessible to Buyer constitutes delivery to and acknowledgment of receipt by Buyer of such report.
- The decision following an inspection concerning whether or not to repair or replace the equipment or any deficient component of the subject equipment lies exclusively with Buyer. By completing the inspection and preparing the inspection report, Seller expressly recommends that Buyer authorize the repair and/or replacement of the equipment or any component identified during the inspection or listed in the report derived therefrom as deficient in any manner or degree prior to operating the subject equipment. Seller hereby notifies Buyer that any inspection report may contain information regarding deficient equipment and/or components thereof that require the immediate attention of Buyer and that any failure to repair and/or replace such deficient equipment and components thereof may result in catastrophic equipment failure causing damage to property or injury or death to persons in, on or around the subject equipment.
- SELLER IS NOT LIABLE FOR CLAIMS, DEMANDS, DAMAGES, OR LIABILITY ARISING FROM (I) CAUSES OUTSIDE THE SCOPE OF THE INSPECTION AS IDENTIFIED IN SECTION 12.A., (II) ANY CONDITION THAT OCCURS FOLLOWING THE INSPECTION AS IDENTIFIED IN SECTION 12.B., (III) FAILURE OF BUYER TO REPAIR OR REPLACE ANY EQUIPMENT OR COMPONENT AS IDENTIFIED IN SECTION 12.C., OR (IV) FLAWS THAT ARE NOT DETECTABLE BY OR WHOSE DETECTION IS LIMITED WHEN UTILIZING THE INSPECTION METHODS DESCRIBED IN SECTION 12.

13. Approval Drawings. Approval drawings, if provided to Buyer by Seller and either signed by a representative of Buyer with apparent authority to do so or not objected to by Buyer in writing within a reasonable time or, if required, the time required by Seller, shall constitute exclusive proof regarding Buyer's verification and acceptance of the dimensions and other information relating to the goods



described therein, and Seller shall be entitled to rely on such approval drawings to provide the Goods and Services referenced therein. Buyer hereby assumes any and all responsibility for any inaccurate or incomplete information contained therein. TO THE EXTENT THAT BUYER PROVIDES THE DESIGN AND/OR SPECIFICATIONS FOR ANY GOODS OR SERVICES TO BE PROVIDED OR PERFORMED BY SELLER, BUYER SHALL INDEMNIFY, DEFEND, AND HOLD HARMLESS SELLER AGAINST ALL CLAIMS, SUITS, AND CAUSES OF ACTION AND FROM ALL COSTS, EXPENSES, DAMAGES AND LIABILITIES (INCLUDING BUT NOT LIMITED TO ATTORNEYS' AND CONSULTANTS' FEES) FROM IMPROPER OR DEFECTIVE DESIGN AND FOR ACTUAL OR ALLEGED INFRINGEMENT OF ANY UNITED STATES OR FOREIGN PATENT, COPYRIGHT, TRADEMARK, INTELLECTUAL PROPERTY RIGHTS, OR PROPRIETARY RIGHTS OF THIRD PARTIES BY REASON OF THE USE, SALE, MANUFACTURE, OR DESIGN OF SUCH GOODS AND/OR SERVICES.

14. Inherent Defects. To the extent remanufacturing, refurbishment, modernization, and/or modification services are included within the scope of Services identified in a Sales Confirmation or any agreement between Buyer and Seller, any defect in Buyer's equipment to which Seller performs such remanufacturing, refurbishment, modernization, and/or modification services that is attributable in whole or in part to engineering, design specifications, latent defects, corrosion, or fatigue that are inherent to and/or present in or on the equipment is not covered by any warranty of Seller, and Seller shall not be liable for any costs, expenses, losses, or damages of any nature whatsoever that are caused in whole or in part by any such defect.

15. Intellectual Property. All intellectual property rights, including copyrights, patents, patent disclosures and inventions (whether patentable or not), trademarks, service marks, trade secrets, know-how and other confidential information, trade dress, trade names, logos, corporate names and domain names, together with all of the goodwill associated therewith, derivative works and all other rights (collectively, "Intellectual Property Rights") in and to the Goods, the Services, and all documents, work product and other materials that are delivered to Buyer under this Agreement or prepared by or on behalf of the Seller in the course of performing the Services, (collectively, the "Deliverables") shall be owned by Seller or Seller's licensors. Seller hereby grants Buyer a license to use all Intellectual Property Rights in the Deliverables free of additional charge and on a non-exclusive, non-transferable, non-sublicensable, fully paid-up, royalty-free and perpetual basis to the extent necessary to enable Buyer to make reasonable use of the Goods, Deliverables and the Services while this Agreement remains in effect.

16. Compliance with Law. Buyer shall comply with all applicable laws, regulations, and ordinances. Buyer shall maintain in effect all the licenses, permissions, authorizations, consents, and permits that it needs to carry out its obligations under this Agreement. Buyer shall comply with all export and import laws of all countries involved in the sale of the Goods under this Agreement or any resale of the Goods by Buyer. Buyer assumes all responsibility for shipments of Goods requiring any government import clearance. Seller may terminate this Agreement if any governmental authority imposes antidumping or countervailing duties or any other duties or penalties on the Goods.

17. Subcontractors. Buyer acknowledges and agrees that Seller may utilize subcontractors to perform any of its obligations under this Agreement.

18. Termination. In addition to any remedies that may be provided under these Terms, either party may terminate this Agreement with immediate effect, if such party: (a) fails to pay any amount when due under this Agreement; (b) has not otherwise performed or complied with any of these Terms, in whole or in part, and fails to cure such deficient performance within thirty (30) days' notice from the other party; or (c) becomes insolvent, files a petition for bankruptcy or commences or has commenced against it proceedings relating to bankruptcy, receivership, reorganization, or assignment for the benefit of creditors.

19. Waiver. No waiver by Seller of any of the provisions of this Agreement is effective unless explicitly set forth in writing and signed by Seller. No failure to exercise, or delay in exercising, any right, remedy, power, or privilege arising from this Agreement operates or may be construed, as a waiver thereof. No single or partial exercise of any right, remedy, power, or privilege hereunder precludes any other or further exercise thereof or the exercise of any other right, remedy, power, or privilege.

20. Confidential Information. All non-public, confidential, or proprietary information of each party, including, but not limited to, specifications, samples, patterns, designs, plans, drawings, documents, data, business operations, customer lists, pricing, discounts, or rebates, disclosed by either party to the other, whether disclosed orally or disclosed or accessed in written, electronic or other form or media, and whether or not marked, designated, or otherwise identified as "confidential," in connection with this Agreement ("Confidential Information") is confidential, solely for the use of performing this Agreement and may not be disclosed or copied unless authorized by an officer of the disclosing party in writing. Upon the disclosing party's request, the recipient of information shall promptly return all documents and other materials received from the other party. The recipient shall be entitled to injunctive relief for any violation of this Section. This Section shall not apply to information that is: (a) in the public domain at the time of the disclosure; (b) known to the recipient at the time of disclosure as substantiated by the recipient's previously existing written records; or (c) rightfully obtained by the recipient on a non-confidential basis from a third party who was not under an obligation of confidentiality with respect to such information. If either party is required by applicable law or legal process to disclose any Confidential Information of the other party, it shall, prior to making such disclosure, use commercially reasonable efforts to notify the other party of such requirements to afford such party the opportunity to seek, at such party's sole cost and expense, a protective order or other remedy.



21. Force Majeure. No party shall be liable or responsible to the other party, or be deemed to have defaulted under or breached this Agreement, for any failure or delay in fulfilling or performing any term of this Agreement (except for any obligations of Buyer to make payments to Seller hereunder), when and to the extent such failure or delay is caused by or results from acts beyond the impacted party's ("Impacted Party") reasonable control, including, without limitation, the following force majeure events ("Force Majeure Event(s)"): (a) acts of God; (b) flood, fire, earthquake, pandemics or explosion; (c) war, invasion, hostilities (whether war is declared or not), terrorist threats or acts, riot or other civil unrest; (d) government order, law, or actions (including voluntary compliance therewith); (e) embargoes or blockades in effect on or after the date of this Agreement; (f) national or regional emergency; (g) strikes, labor stoppages or slowdowns, or other industrial disturbances; (h) telecommunication breakdowns, power outages or shortages, lack of warehouse or storage space, inadequate transportation services, or inability or delay in obtaining supplies of adequate or suitable materials or other utilities; and (i) other similar events beyond the reasonable control of the Impacted Party. The Impacted Party shall give notice within ten (10) days of the Force Majeure Event to the other party, stating the period of time the occurrence is expected to continue. The Impacted Party shall use diligent efforts to end the failure or delay and ensure the effects of such Force Majeure Event are minimized. The Impacted Party shall resume the performance of its obligations as soon as reasonably practicable after the removal of the cause.

22. Assignment. Buyer shall not assign any of its rights or delegate any of its obligations under this Agreement without the prior written consent of Seller. Any purported assignment or delegation in violation of this Section is null and void. No assignment or delegation relieves Buyer of any of its obligations under this Agreement.

23. Relationship of the Parties. The relationship between the parties is that of independent contractors. Nothing contained in this Agreement shall be construed as creating any agency, partnership, joint venture, or other form of joint enterprise, employment, or fiduciary relationship between the parties, and neither party shall have authority to contract for or bind the other party in any manner whatsoever.

24. No Third-Party Beneficiaries. This Agreement is for the sole benefit of the parties hereto and their respective successors and permitted assigns and nothing herein, express or implied, is intended to or shall confer upon any other person or entity any legal or equitable right, benefit, or remedy of any nature whatsoever under or by reason of these Terms.

25. Governing Law. All matters arising out of or relating to this Agreement are governed by and construed in accordance with the internal laws of the State of Delaware without giving effect to any choice or conflict of law provision or rule (whether of the State of Delaware or any other jurisdiction) that would cause the application of the laws of any jurisdiction other than those of the State of Delaware.

26. Submission to Jurisdiction. Any legal suit, action, or proceeding arising out of or relating to this Agreement shall be instituted in the federal courts of the United States of America or the courts of the State of Delaware in each case located in the City of Wilmington, and each party irrevocably submits to the exclusive jurisdiction of such courts in any such suit, action, or proceeding.

27. WAIVER OF JURY TRIAL. EACH PARTY ACKNOWLEDGES AND AGREES THAT ANY CONTROVERSY THAT MAY ARISE UNDER THIS AGREEMENT, INCLUDING EXHIBITS, SCHEDULES, ATTACHMENTS, AND APPENDICES ATTACHED TO THIS AGREEMENT, IS LIKELY TO INVOLVE COMPLICATED AND DIFFICULT ISSUES AND, THEREFORE, EACH SUCH PARTY IRREVOCABLY AND UNCONDITIONALLY WAIVES ANY RIGHT IT MAY HAVE TO A TRIAL BY JURY IN RESPECT OF ANY LEGAL ACTION ARISING OUT OF OR RELATING TO THIS AGREEMENT.

28. Notices. All notices, requests, consents, claims, demands, waivers, and other communications hereunder (each, a "Notice") shall be in writing and addressed to the parties at the addresses set forth on the face of the Sales Confirmation or to such other address that may be designated by the receiving party in writing. All Notices shall be delivered by personal delivery, nationally recognized overnight courier (with all fees pre-paid), email (with confirmation of transmission), or certified or registered mail. Except as otherwise provided in this Agreement, a Notice is effective only (a) upon receipt of the receiving party, and (b) if the party giving the Notice has complied with the requirements of this Section.

29. Severability. If any term or provision of this Agreement is invalid, illegal, or unenforceable in any jurisdiction, such invalidity, illegality, or unenforceability shall not affect any other term or provision of this Agreement or invalidate or render unenforceable such term or provision in any other jurisdiction.

30. Survival. Provisions of these Terms which by their nature should apply beyond their terms will remain in force after any termination or expiration of this Agreement including, but not limited to, the following provisions: Warranty Waiver, Limitation of Liability, Insurance, Intellectual Property, Compliance with Laws, Confidential Information, Governing Law, Submission to Jurisdiction, Waiver of Jury Trial, and Survival.

31. Amendment and Modification. These Terms may only be amended or modified in a writing stating specifically that it amends these Terms and is signed by an authorized representative of each party.



CITY OF GRIFFIN

P. O. BOX T
GRIFFIN, GA
Attn: **Robert Clark**
rclark@cityofgriffin.com
678.692.0391

Quote # RP8172026-
August 17, 2026

Quote valid through September 16,
2026

LIFT SOLUTIONS HOLDINGS • 5580 Fulton Industrial Blvd, Atlanta, GA 30336

Sales Rep • Roy Peters | 470.226.7726 | RPeters@theliftsolutions.com

WE ARE PLEASED TO PRESENT THE FOLLOWING QUOTE FOR YOUR CONSIDERATION

BDK Filter Gallery

Scope

Inspection of Filter Gallery Crane

BDK Filter Gallery \$201.92
BDK Filter Gallery

YOUR COST **\$201.92**

Lead time —

CLARIFICATIONS

Shipping: PP&A

Terms: All payments due Net 30 days from invoice date. For order values over \$25,000.00, LSH requires 50% down payment due with order.

Notes: Any unexpected delays caused by customers will be invoiced separately at the agreed upon hourly rates.



SERVICE PROPOSAL

Proposal By:
Roy Peters

Accepted By:

Lift Solutions Representative Date

Customer Representative Date



Terms and Conditions for the Sale of Goods and Services

1. Applicability.

- These terms and conditions of sale (these “Terms”) are the only terms that govern the sale of the goods (“Goods”) and services (“Services”) by Lift Solutions Holdings, LLC and its subsidiaries (“Seller”) to the buyer named for these Terms (“Buyer”).
- The accompanying quotation/service agreement/ purchase order/ order acknowledgement (the “Sales Confirmation”) and these Terms (collectively, this “Agreement”) comprise the entire agreement between the parties and supersede all prior or contemporaneous understandings, agreements, negotiations, representations and warranties, and communications, both written and oral. These Terms prevail over any of Buyer’s general terms and conditions of purchase or other terms and conditions on any purchase order, payment enclosure or other writing regardless of whether or when Buyer has submitted its purchase order or such terms. Fulfillment of Buyer’s order does not constitute acceptance of any of Buyer’s terms and conditions and does not serve to modify or amend these Terms. Once a Sales Confirmation has been provided, Buyer may not cancel or modify any order without the written consent of Seller.
- Notwithstanding anything to the contrary contained in this Agreement, Seller may, from time to time change the Services without the consent of Buyer provided that such changes do not materially affect the nature or scope of the Services, or the fees or any performance dates set forth in the Sales Confirmation.

2. Delivery of Goods and Performance of Services.

- The Goods will be delivered within a reasonable time after the receipt of Buyer’s purchase order, and subject to availability of finished Goods. Seller shall not be liable for any delays, loss, or damage in transit of any sort.
- Unless otherwise agreed in writing by the parties, Seller shall deliver the Goods to the delivery point indicated on the purchase order (the “Delivery Point”) using Seller’s standard methods for packaging and shipping such Goods. Unless otherwise agreed to by the parties in writing, Buyer shall be responsible for all loading costs and provide equipment and labor reasonably suited for receipt of the Goods or Services at the Delivery Point and will unload and release all transportation equipment promptly, so Seller incurs no demurrage or other expense. Buyer shall be solely liable for any demurrage or other expenses as a result of delays in the unloading of the Goods or releasing of all transportation equipment.
- Seller may, in its sole discretion, without liability or penalty, make partial shipments of Goods to Buyer. Each shipment will constitute a separate sale, and Buyer shall pay for the units shipped whether such shipment is in whole or partial fulfillment of Buyer’s purchase order.
- Seller shall use reasonable efforts to meet any performance dates to render the Services specified in the Sales Confirmation, and any such dates shall be estimates only.
- With respect to the Services, Buyer shall (i) cooperate with Seller in all matters relating to the Services and provide such access to Buyer’s premises, and such office accommodation and other facilities as may reasonably be requested by Seller, for the purposes of performing the Services; (ii) respond promptly to any Seller request to provide direction, information, approvals, authorizations, or decisions that are reasonably necessary for Seller to perform Services in accordance with the requirements of this Agreement; (iii) provide such customer materials or information as Seller may reasonably request to carry out the Services in a timely manner and ensure that such customer materials or information are complete and accurate in all material respects; and (iv) obtain and maintain all necessary licenses and consents and comply with all applicable laws in relation to the Services before the date on which the Services are to start.
- To the extent any of the Services are performed on Buyer’s premises, Buyer shall be responsible for the safety and protection of Seller and its persons and property while providing the Services thereon. Buyer shall notify Seller of any hazardous or dangerous conditions which exist in Customer’s premises immediately upon discovery.

3. Shipping Terms. Delivery of the Goods shall be made in accordance with the shipping terms on the face of the Sales Confirmation.

4. Title and Risk of Loss. Title and risk of loss pass to Buyer upon delivery of the Goods at the Delivery Point. As collateral security for the payment of the purchase price of the Goods, Buyer hereby grants to Seller a lien on and security interest in and to all of the right, title, and interest of Buyer in, to, and under the Goods, wherever located, and whether now existing or hereafter arising or acquired from time to time, and in all accessions thereto and replacements or modifications thereof, as well as all proceeds (including insurance proceeds) of the foregoing. The security interest granted under this provision constitutes a purchase money security interest under the Delaware Uniform Commercial Code.

5. Buyer's Acts or Omissions and Site Conditions. If Seller's performance of its obligations under this Agreement is prevented or delayed by any act or omission of Buyer or its agents, subcontractors, consultants, or employees, Seller shall not be deemed in breach of its obligations under this Agreement or otherwise liable for any costs, charges, or losses sustained or incurred by Buyer, in each case, to the extent arising directly or indirectly from such prevention or delay. Buyer warrants that the site where Goods are to be delivered and/or installed and/or where Services are to be performed shall be ready and adequate for Seller's delivery and/or installation of the Goods and/or performance of Services. Buyer's obligations in this regard include but are not limited to the removal of all obstructions and institution of adequate safety measures to protect Seller's property, employees, agents and contractors. Buyer shall be responsible for all costs and expenses associated with Seller's delay and/or inability to deliver and/or install the Goods or perform any Services related to Buyer's failure to comply with this Section 5. Seller in no way warrants the sufficiency of the site, in whole or in part, where the Services are performed and/or Goods are to be delivered, installed and/or used.

6. Inspection and Rejection of Nonconforming Goods or Services.

- Buyer shall inspect the Goods or Services within five (5) days receipt and all Services performed within five (5) days of completion ("Inspection Period"). Buyer will be deemed to have accepted the Goods and or the Services unless it notifies Seller in writing of any Nonconforming Goods or Non-Conforming Services during the Inspection Period and furnishes such written evidence or other documentation as reasonably required by Seller. "Nonconforming Goods" means only the following: (i) product shipped is different than identified in Buyer's purchase order; or (ii) product's label or packaging incorrectly identifies its contents. "Nonconforming Services" means that the Services did not comply with any written specifications (if applicable) in the Sales Confirmation.
- If Buyer timely notifies Seller of any Nonconforming Goods or Nonconforming Services, Seller shall, in its sole discretion, (i) replace such Nonconforming Goods with conforming Goods or repair the Nonconforming Services, or (ii) credit or refund the Price for such Nonconforming Goods or Nonconforming Services, together with any reasonable shipping and handling expenses incurred by Buyer in connection therewith. In the case of Nonconforming Goods, Buyer shall ship, at its expense and risk of loss, the Nonconforming Goods to Seller's facility. If Seller exercises its option to replace Nonconforming Goods, Seller shall, after receiving Buyer's shipment of Nonconforming Goods, ship to Buyer, at Buyer's expense and risk of loss, the replaced Goods to the Delivery Point.
- Buyer acknowledges and agrees that the remedies set forth in Section 6(b) are Buyer's exclusive remedies for the delivery of Nonconforming Goods and Nonconforming Services. Except as provided under Section 6(b), all sales of Goods and Services provided to Buyer are made on a one-way basis and Buyer has no right to return Goods or Services purchased under this Agreement to Seller.

7. Price.

- Buyer shall purchase the Goods and Services from Seller at the prices (the "Prices") set forth in the Sales Confirmation. Prices quoted by Seller shall remain firm for a period of thirty (30) days from the date of a Quotation; provided, however, that Seller reserves the right, at any time prior to the acceptance of a Quotation by Buyer to adjust said prices by providing written notice to Buyer regarding any such adjustment.
- Buyer agrees to reimburse Seller for all reasonable travel and out-of-pocket expenses incurred by Seller in connection with the performance of the Services.
- All Prices are exclusive of all sales, use, and excise taxes, and any other similar taxes, duties, and charges of any kind imposed by any Governmental Authority on any amounts payable by Buyer. Buyer shall be responsible for all such charges, costs, and taxes; provided, that, Buyer shall not be responsible for any taxes imposed on, or with respect to, Seller's income, revenues, gross receipts, personal or real property, or other assets.

8. Payment Terms.

- (a) Buyer shall pay all invoiced amounts due to Seller within thirty (30) days from the date of Seller's invoice, unless deviations to these standard terms have been previously agreed to in writing by the parties.
- (b) In the event the contract is terminated or suspended for any reason other than Seller's material default, Buyer shall pay Seller for all work performed, materials procured, and costs incurred up to the date of termination, including a reasonable margin on work in process. Buyer acknowledges that all Goods produced under this Agreement are custom-engineered for Buyer and have no alternative use to Seller without significant rework or loss of value.
- (c) Buyer shall reimburse Seller for all costs incurred in collecting any late payments, including, without limitation, attorneys' fees. In addition to all other remedies available under these Terms or at law (which Seller does not waive by the exercise of any rights hereunder), Seller shall be entitled to suspend the delivery of any Goods or performance of any Services and stop Goods in transit if Buyer fails to pay any amounts when due hereunder and such failure continues for fourteen (14) days following written notice thereof.

(d) Buyer shall not withhold payment of any amounts due and payable by reason of any set-off of any claim or dispute with Seller, whether relating to Seller's breach, bankruptcy, or otherwise.

9. Limited Warranty & Waiver.

- Seller warrants to Buyer that for a period of twelve (12) months from the date of shipment (the "Warranty Period") all Goods will materially conform to Seller's specifications and will be free from material defects in material and workmanship (the "Goods Warranty").
- The foregoing Goods Warranty shall not apply to: (a) any Goods, or parts or components thereof, that have been used or operated prior to being sold to Buyer ("Used Goods") or (b) Goods manufactured by a third party, including parts or components thereof ("Third-Party Goods"). Seller will use commercially reasonable efforts to pass through any warranties provided by the manufacturer for such Third-Party Goods to Buyer. For the avoidance of doubt, SELLER MAKES NO REPRESENTATION OR WARRANTIES WITH RESPECT TO ANY USED GOODS OR THIRD-PARTY GOODS, INCLUDING ANY (a) WARRANTY OF MERCHANTABILITY; (b) WARRANTY OF FITNESS FOR A PARTICULAR PURPOSE; (c) WARRANTY OF TITLE; OR (d) WARRANTY AGAINST INFRINGEMENT OF INTELLECTUAL PROPERTY RIGHTS OF A THIRD PARTY; WHETHER EXPRESS OR IMPLIED, BY LAW, COURSE OF DEALING, USAGE, TRADE OR OTHERWISE, AND ALL SUCH REPRESENTATIONS AND WARRANTIES ARE HEREBY EXPRESSLY DISCLAIMED.
- EXCEPT AS EXPRESSLY PROVIDED HEREIN, ALL GOODS AND SERVICES (INCLUDING BUT NOT LIMITED TO ANY INSPECTION SERVICES) ARE PURCHASED BY BUYER "AS IS" AND "WITH ALL FAULTS." SELLER MAKES NO WARRANTIES WHATSOEVER WITH RESPECT TO THE GOODS OR THE SERVICES, INCLUDING ANY (a) WARRANTY THAT THE SERVICES WILL BE ACCURATE, COMPLETE OR ERROR FREE OR WILL ACHIEVE ANY PARTICULAR RESULTS; (b) WARRANTY OF MERCHANTABILITY; OR (c) WARRANTY OF FITNESS FOR A PARTICULAR PURPOSE; OR (d) WARRANTY OF TITLE; OR (e) WARRANTY AGAINST INFRINGEMENT OF INTELLECTUAL PROPERTY RIGHTS OF A THIRD PARTY; WHETHER EXPRESS OR IMPLIED BY LAW, COURSE OF DEALING, COURSE OF PERFORMANCE, USAGE OF TRADE, OR OTHERWISE. ALL EXPRESS WARRANTIES PROVIDED BY SELLER (IF ANY) ARE LIMITED TO ANY ONLY FOR THE BENEFIT OF BUYER AND ARE NOT TRANSFERABLE OR ASSIGNABLE BY BUYER WITHOUT THE PRIOR WRITTEN CONSENT OF SELLER.
- The Seller shall not be liable for a breach of the Goods Warranty unless: (i) Buyer gives written notice of the defect, reasonably described, to Seller within ten (10) days of the time when Buyer discovers or ought to have discovered the defect; (ii) Seller is given a reasonable opportunity after receiving the notice to examine such Goods and Buyer (if requested to do so by Seller) returns such Goods to Seller's place of business at Seller's cost for the examination to take place there; and (iii) Seller reasonably verifies Buyer's claim that the Goods are defective. Additionally, the Seller shall not be liable for a breach of the Goods Warranty if: (i) Buyer makes any further use of such Goods after giving such notice; (ii) the defect arises because Buyer failed to follow Seller's oral or written instructions as to the storage, installation, commissioning, use or maintenance of the Goods; or (iii) Buyer alters or repairs such Goods without the prior written consent of Seller.
- During the Warranty Period, and subject to the limitations included in this Section 9 and in Section 10 below, with respect to any Goods during the Warranty Period, Seller shall, in its sole discretion, either: (i) repair or replace such Goods or (ii) credit or refund the price of such Goods at the contracted rate. THE REMEDIES SET FORTH IN THIS SECTION 9(E) SHALL BE THE BUYER'S SOLE AND EXCLUSIVE REMEDY AND SELLER'S ENTIRE LIABILITY FOR ANY BREACH OF THE GOODS WARRANTY.

10. Limitation of Liability, Indemnification, Waiver. To the maximum extent permitted by applicable law:

- IN NO EVENT SHALL SELLER BE LIABLE TO BUYER OR ANY THIRD PARTY FOR ANY LOSS OF USE, REVENUE OR PROFIT OR LOSS OF DATA OR DIMINUTION IN VALUE, OR FOR ANY CONSEQUENTIAL, INDIRECT, INCIDENTAL, SPECIAL, EXEMPLARY, LIQUIDATED OR PUNITIVE DAMAGES WHETHER ARISING OUT OF BREACH OF CONTRACT, TORT (INCLUDING BUT NOT LIMITED TO NEGLIGENCE AND PRODUCT LIABILITY), OR OTHERWISE, REGARDLESS OF WHETHER SUCH DAMAGES WERE FORESEEABLE AND WHETHER OR NOT SELLER HAS BEEN ADVISED OF THE POSSIBILITY OF SUCH DAMAGES, AND NOTWITHSTANDING THE FAILURE OF ANY AGREED OR OTHER REMEDY OF ITS ESSENTIAL PURPOSE.
- IN NO EVENT SHALL SELLER'S AGGREGATE LIABILITY ARISING OUT OF OR RELATED TO THIS AGREEMENT, WHETHER ARISING OUT OF OR RELATED TO BREACH OF CONTRACT, TORT (INCLUDING BUT NOT LIMITED TO NEGLIGENCE AND PRODUCT LIABILITY), OR OTHERWISE, EXCEED THE TOTAL OF THE AMOUNTS PAID TO SELLER FOR THE GOODS AND SERVICES SOLD HEREUNDER IN THE PREVIOUS SIX (6) MONTHS or \$50,000, WHICHEVER IS LESS. BUYER HEREBY EXPRESSLY WAIVES ITS RIGHT TO ASSERT A CLAIM OR DEFENSE FOR RECOUPMENT AND/OR SETOFF, EQUITABLE OR OTHERWISE, WHEN BUYER'S UNDERLYING CLAIM WOULD BE BARRED BY THE APPLICABLE STATUTE OF LIMITATIONS PERIOD.
- SELLER SHALL NOT BE LIABLE FOR AND BUYER SHALL RELEASE, INDEMNIFY, DEFEND AND HOLD HARMLESS SELLER AND ANY ENTITY AFFILIATED IN ANY WAY THEREWITH FROM ANY CLAIMS, DEMANDS, DAMAGES (REGARDLESS OF THEIR TYPE, INCLUDING, BUT NOT LIMITED TO DIRECT, INDIRECT, CONSEQUENTIAL, INCIDENTAL, PUNITIVE OR SPECIAL), LIABILITIES, LOSSES AND EXPENSES (WHETHER KNOWN OR UNKNOWN, PRESENT OR FUTURE), AND ANY AND ALL LIABILITY, OF AND FROM ANY



AND ALL MANNER OF SUITS, ACTIONS OR CAUSE(S) OF ACTION ON ACCOUNT OF OR IN ANY WAY ARISING OUT OF ACTS OR OMISSIONS OF BUYER, ITS AGENTS, CONTRACTORS, EMPLOYEES OR ANY PERSON UNDER THEIR CONTROL (OTHER THAN SELLER) OR RELATING IN ANY WAY TO GOODS AND SERVICES PROVIDED UNDER A QUOTATION, A PURCHASE ORDER OR ANY OTHER AGREEMENT BETWEEN BUYER AND SELLER OR THE GOODS OR EQUIPMENT RELATED THERETO. BUYER HEREBY WAIVES ANY IMMUNITY OR DEFENSE UNDER APPLICABLE WORKERS' COMPENSATION LAWS OR OTHER LAWS THAT WOULD OTHERWISE LIMIT BUYER'S OBLIGATIONS HEREUNDER.

11. Insurance. During the term of this Agreement Buyer shall, at its own expense, maintain and carry insurance in full force and effect which includes, but is not limited to, commercial general liability (including Products and Completed Operations liability) in a sum no less than \$2,000,000 per occurrence with financially sound and reputable insurers, and shall name Seller as an Additional Insured on its commercial general liability policy, including with respect Ongoing and completed Operations. Such coverage shall be written on a primary and non-contributory basis. Upon Seller's request, Buyer shall provide Seller with a certificate of insurance from Buyer's insurer evidencing the insurance coverage specified in these Terms. Buyer shall provide Seller with thirty (30) days' advance written notice in the event of a cancellation or material change in Buyer's insurance policy. Except where prohibited by law, Buyer shall require its insurer to waive all rights of subrogation against Seller's insurers and Seller.

12. Inspection Services Disclaimer. Notwithstanding any representation made by any party to the contrary in any other verbal or written communication, the performance by Seller of any equipment (or component) inspection as all or part of the Services under a Sales Confirmation or any agreement between Buyer and Seller and the preparation of the report derived therefrom are conditioned upon and evidence of Buyer's acknowledgment and acceptance of the following additional terms, conditions, and disclaimers:

- At the request of Buyer, the scope of any equipment (or component) inspection performed by Seller is limited exclusively to a search for readily observable defects apparent on the equipment and on those equipment component parts identified in the inspection scope accompanying a Sales Confirmation or other agreement that are safely and conveniently accessible to the inspecting personnel. Seller shall not dismantle the equipment or the equipment components to be inspected, nor shall it use any other means to inspect and detect latent or non-observable defective conditions in the equipment or its components. Notwithstanding the performance of this inspection and regardless of any representation made in any report to the contrary, including the inspection report prepared by Seller, Buyer acknowledges and agrees that: (i) latent or non-observable defects may exist or develop on or in the subject equipment or its components on or following the moment of inspection and Buyer is hereby notified of the potential existence thereof; and (ii) the use of equipment possessing any defect, including latent or non-observable defects, may result in catastrophic equipment failure potentially causing damage to property or injury or death to persons in, on or around the subject equipment.
- The conditions identified during the equipment (or component) inspection and reported by Seller orally or in writing are representative of the condition of the subject equipment and its components as they appeared during the inspection. These conditions can and will change immediately following inspection due to the use or non-use of the subject equipment (and its components). The information provided to Buyer as a result of and following an inspection does not reflect any changes in the condition of the subject equipment and/or its components following inspection by Seller and Buyer retains and/or assumes all risk for such changes in condition. Buyer is hereby notified and acknowledges and agrees that delivery by email or other electronic means of any report prepared by Seller setting forth the results of an inspection or the making available of such report to Buyer in any electronic portal or platform that is accessible to Buyer constitutes delivery to and acknowledgment of receipt by Buyer of such report.
- The decision following an inspection concerning whether or not to repair or replace the equipment or any deficient component of the subject equipment lies exclusively with Buyer. By completing the inspection and preparing the inspection report, Seller expressly recommends that Buyer authorize the repair and/or replacement of the equipment or any component identified during the inspection or listed in the report derived therefrom as deficient in any manner or degree prior to operating the subject equipment. Seller hereby notifies Buyer that any inspection report may contain information regarding deficient equipment and/or components thereof that require the immediate attention of Buyer and that any failure to repair and/or replace such deficient equipment and components thereof may result in catastrophic equipment failure causing damage to property or injury or death to persons in, on or around the subject equipment.
- SELLER IS NOT LIABLE FOR CLAIMS, DEMANDS, DAMAGES, OR LIABILITY ARISING FROM (I) CAUSES OUTSIDE THE SCOPE OF THE INSPECTION AS IDENTIFIED IN SECTION 12.A., (II) ANY CONDITION THAT OCCURS FOLLOWING THE INSPECTION AS IDENTIFIED IN SECTION 12.B., (III) FAILURE OF BUYER TO REPAIR OR REPLACE ANY EQUIPMENT OR COMPONENT AS IDENTIFIED IN SECTION 12.C., OR (IV) FLAWS THAT ARE NOT DETECTABLE BY OR WHOSE DETECTION IS LIMITED WHEN UTILIZING THE INSPECTION METHODS DESCRIBED IN SECTION 12.

13. Approval Drawings. Approval drawings, if provided to Buyer by Seller and either signed by a representative of Buyer with apparent authority to do so or not objected to by Buyer in writing within a reasonable time or, if required, the time required by Seller, shall constitute exclusive proof regarding Buyer's verification and acceptance of the dimensions and other information relating to the goods



described therein, and Seller shall be entitled to rely on such approval drawings to provide the Goods and Services referenced therein. Buyer hereby assumes any and all responsibility for any inaccurate or incomplete information contained therein. TO THE EXTENT THAT BUYER PROVIDES THE DESIGN AND/OR SPECIFICATIONS FOR ANY GOODS OR SERVICES TO BE PROVIDED OR PERFORMED BY SELLER, BUYER SHALL INDEMNIFY, DEFEND, AND HOLD HARMLESS SELLER AGAINST ALL CLAIMS, SUITS, AND CAUSES OF ACTION AND FROM ALL COSTS, EXPENSES, DAMAGES AND LIABILITIES (INCLUDING BUT NOT LIMITED TO ATTORNEYS' AND CONSULTANTS' FEES) FROM IMPROPER OR DEFECTIVE DESIGN AND FOR ACTUAL OR ALLEGED INFRINGEMENT OF ANY UNITED STATES OR FOREIGN PATENT, COPYRIGHT, TRADEMARK, INTELLECTUAL PROPERTY RIGHTS, OR PROPRIETARY RIGHTS OF THIRD PARTIES BY REASON OF THE USE, SALE, MANUFACTURE, OR DESIGN OF SUCH GOODS AND/OR SERVICES.

14. Inherent Defects. To the extent remanufacturing, refurbishment, modernization, and/or modification services are included within the scope of Services identified in a Sales Confirmation or any agreement between Buyer and Seller, any defect in Buyer's equipment to which Seller performs such remanufacturing, refurbishment, modernization, and/or modification services that is attributable in whole or in part to engineering, design specifications, latent defects, corrosion, or fatigue that are inherent to and/or present in or on the equipment is not covered by any warranty of Seller, and Seller shall not be liable for any costs, expenses, losses, or damages of any nature whatsoever that are caused in whole or in part by any such defect.

15. Intellectual Property. All intellectual property rights, including copyrights, patents, patent disclosures and inventions (whether patentable or not), trademarks, service marks, trade secrets, know-how and other confidential information, trade dress, trade names, logos, corporate names and domain names, together with all of the goodwill associated therewith, derivative works and all other rights (collectively, "Intellectual Property Rights") in and to the Goods, the Services, and all documents, work product and other materials that are delivered to Buyer under this Agreement or prepared by or on behalf of the Seller in the course of performing the Services, (collectively, the "Deliverables") shall be owned by Seller or Seller's licensors. Seller hereby grants Buyer a license to use all Intellectual Property Rights in the Deliverables free of additional charge and on a non-exclusive, non-transferable, non-sublicensable, fully paid-up, royalty-free and perpetual basis to the extent necessary to enable Buyer to make reasonable use of the Goods, Deliverables and the Services while this Agreement remains in effect.

16. Compliance with Law. Buyer shall comply with all applicable laws, regulations, and ordinances. Buyer shall maintain in effect all the licenses, permissions, authorizations, consents, and permits that it needs to carry out its obligations under this Agreement. Buyer shall comply with all export and import laws of all countries involved in the sale of the Goods under this Agreement or any resale of the Goods by Buyer. Buyer assumes all responsibility for shipments of Goods requiring any government import clearance. Seller may terminate this Agreement if any governmental authority imposes antidumping or countervailing duties or any other duties or penalties on the Goods.

17. Subcontractors. Buyer acknowledges and agrees that Seller may utilize subcontractors to perform any of its obligations under this Agreement.

18. Termination. In addition to any remedies that may be provided under these Terms, either party may terminate this Agreement with immediate effect, if such party: (a) fails to pay any amount when due under this Agreement; (b) has not otherwise performed or complied with any of these Terms, in whole or in part, and fails to cure such deficient performance within thirty (30) days' notice from the other party; or (c) becomes insolvent, files a petition for bankruptcy or commences or has commenced against it proceedings relating to bankruptcy, receivership, reorganization, or assignment for the benefit of creditors.

19. Waiver. No waiver by Seller of any of the provisions of this Agreement is effective unless explicitly set forth in writing and signed by Seller. No failure to exercise, or delay in exercising, any right, remedy, power, or privilege arising from this Agreement operates or may be construed, as a waiver thereof. No single or partial exercise of any right, remedy, power, or privilege hereunder precludes any other or further exercise thereof or the exercise of any other right, remedy, power, or privilege.

20. Confidential Information. All non-public, confidential, or proprietary information of each party, including, but not limited to, specifications, samples, patterns, designs, plans, drawings, documents, data, business operations, customer lists, pricing, discounts, or rebates, disclosed by either party to the other, whether disclosed orally or disclosed or accessed in written, electronic or other form or media, and whether or not marked, designated, or otherwise identified as "confidential," in connection with this Agreement ("Confidential Information") is confidential, solely for the use of performing this Agreement and may not be disclosed or copied unless authorized by an officer of the disclosing party in writing. Upon the disclosing party's request, the recipient of information shall promptly return all documents and other materials received from the other party. The recipient shall be entitled to injunctive relief for any violation of this Section. This Section shall not apply to information that is: (a) in the public domain at the time of the disclosure; (b) known to the recipient at the time of disclosure as substantiated by the recipient's previously existing written records; or (c) rightfully obtained by the recipient on a non-confidential basis from a third party who was not under an obligation of confidentiality with respect to such information. If either party is required by applicable law or legal process to disclose any Confidential Information of the other party, it shall, prior to making such disclosure, use commercially reasonable efforts to notify the other party of such requirements to afford such party the opportunity to seek, at such party's sole cost and expense, a protective order or other remedy.



21. Force Majeure. No party shall be liable or responsible to the other party, or be deemed to have defaulted under or breached this Agreement, for any failure or delay in fulfilling or performing any term of this Agreement (except for any obligations of Buyer to make payments to Seller hereunder), when and to the extent such failure or delay is caused by or results from acts beyond the impacted party's ("Impacted Party") reasonable control, including, without limitation, the following force majeure events ("Force Majeure Event(s)"): (a) acts of God; (b) flood, fire, earthquake, pandemics or explosion; (c) war, invasion, hostilities (whether war is declared or not), terrorist threats or acts, riot or other civil unrest; (d) government order, law, or actions (including voluntary compliance therewith); (e) embargoes or blockades in effect on or after the date of this Agreement; (f) national or regional emergency; (g) strikes, labor stoppages or slowdowns, or other industrial disturbances; (h) telecommunication breakdowns, power outages or shortages, lack of warehouse or storage space, inadequate transportation services, or inability or delay in obtaining supplies of adequate or suitable materials or other utilities; and (i) other similar events beyond the reasonable control of the Impacted Party. The Impacted Party shall give notice within ten (10) days of the Force Majeure Event to the other party, stating the period of time the occurrence is expected to continue. The Impacted Party shall use diligent efforts to end the failure or delay and ensure the effects of such Force Majeure Event are minimized. The Impacted Party shall resume the performance of its obligations as soon as reasonably practicable after the removal of the cause.

22. Assignment. Buyer shall not assign any of its rights or delegate any of its obligations under this Agreement without the prior written consent of Seller. Any purported assignment or delegation in violation of this Section is null and void. No assignment or delegation relieves Buyer of any of its obligations under this Agreement.

23. Relationship of the Parties. The relationship between the parties is that of independent contractors. Nothing contained in this Agreement shall be construed as creating any agency, partnership, joint venture, or other form of joint enterprise, employment, or fiduciary relationship between the parties, and neither party shall have authority to contract for or bind the other party in any manner whatsoever.

24. No Third-Party Beneficiaries. This Agreement is for the sole benefit of the parties hereto and their respective successors and permitted assigns and nothing herein, express or implied, is intended to or shall confer upon any other person or entity any legal or equitable right, benefit, or remedy of any nature whatsoever under or by reason of these Terms.

25. Governing Law. All matters arising out of or relating to this Agreement are governed by and construed in accordance with the internal laws of the State of Delaware without giving effect to any choice or conflict of law provision or rule (whether of the State of Delaware or any other jurisdiction) that would cause the application of the laws of any jurisdiction other than those of the State of Delaware.

26. Submission to Jurisdiction. Any legal suit, action, or proceeding arising out of or relating to this Agreement shall be instituted in the federal courts of the United States of America or the courts of the State of Delaware in each case located in the City of Wilmington, and each party irrevocably submits to the exclusive jurisdiction of such courts in any such suit, action, or proceeding.

27. WAIVER OF JURY TRIAL. EACH PARTY ACKNOWLEDGES AND AGREES THAT ANY CONTROVERSY THAT MAY ARISE UNDER THIS AGREEMENT, INCLUDING EXHIBITS, SCHEDULES, ATTACHMENTS, AND APPENDICES ATTACHED TO THIS AGREEMENT, IS LIKELY TO INVOLVE COMPLICATED AND DIFFICULT ISSUES AND, THEREFORE, EACH SUCH PARTY IRREVOCABLY AND UNCONDITIONALLY WAIVES ANY RIGHT IT MAY HAVE TO A TRIAL BY JURY IN RESPECT OF ANY LEGAL ACTION ARISING OUT OF OR RELATING TO THIS AGREEMENT.

28. Notices. All notices, requests, consents, claims, demands, waivers, and other communications hereunder (each, a "Notice") shall be in writing and addressed to the parties at the addresses set forth on the face of the Sales Confirmation or to such other address that may be designated by the receiving party in writing. All Notices shall be delivered by personal delivery, nationally recognized overnight courier (with all fees pre-paid), email (with confirmation of transmission), or certified or registered mail. Except as otherwise provided in this Agreement, a Notice is effective only (a) upon receipt of the receiving party, and (b) if the party giving the Notice has complied with the requirements of this Section.

29. Severability. If any term or provision of this Agreement is invalid, illegal, or unenforceable in any jurisdiction, such invalidity, illegality, or unenforceability shall not affect any other term or provision of this Agreement or invalidate or render unenforceable such term or provision in any other jurisdiction.

30. Survival. Provisions of these Terms which by their nature should apply beyond their terms will remain in force after any termination or expiration of this Agreement including, but not limited to, the following provisions: Warranty Waiver, Limitation of Liability, Insurance, Intellectual Property, Compliance with Laws, Confidential Information, Governing Law, Submission to Jurisdiction, Waiver of Jury Trial, and Survival.

31. Amendment and Modification. These Terms may only be amended or modified in a writing stating specifically that it amends these Terms and is signed by an authorized representative of each party.

From: [Roy Peters](#)
To: [Robert Clark](#)
Cc: [James Hartup](#); [Kevin Blum](#); [Brandon M. Lewis](#)
Subject: Re: FY27 Service Agreement
Date: Wednesday, September 2, 2026 11:55:41 AM
Attachments: [image001.png](#)
[image002.png](#)
[image003.png](#)
[image004.png](#)
[image.png](#)

Good morning. The quotes will be valid until 9/18/2026. Sorry for the confusion.

Roy Peters

Territory Sales Manager

c: 470-226-7726

p: 800-236-2554

e: rpeters@theliftsolutions.com



From: Robert Clark <rclark@cityofgriffin.com>
Sent: Wednesday, September 2, 2026 11:53 AM
To: Roy Peters <rpeters@theliftsolutions.com>
Cc: James Hartup <JHartup@theliftsolutions.com>; Kevin Blum <kblum@theliftsolutions.com>; Brandon M. Lewis <blewis@cityofgriffin.com>
Subject: RE: FY27 Service Agreement

Roy,

It appears that the quotes submitted expire on September 6, 2026, which is two days before we go before the Board. Can you please respond to this email, or provide new quotes, stating that the quotes are valid through September 9, 2026, at minimum.

Thanks,



Robert Clark | Deputy Director

Water Wastewater

(678) 692-0391

rclark@cityofgriffin.com



From: Roy Peters <rpeters@theliftsolutions.com>

Sent: Monday, August 31, 2026 3:50 PM

To: Robert Clark <rclark@cityofgriffin.com>

Cc: James Hartup <JHartup@theliftsolutions.com>; Kevin Blum <kblum@theliftsolutions.com>;

Brandon M. Lewis <blewis@cityofgriffin.com>

Subject: Re: FY27 Service Agreement

Signed. Thank you.

Roy Peters

Territory Sales Manager

c: 470-226-7726

p: 800-236-2554

e: rpeters@theliftsolutions.com



From: Robert Clark <rclark@cityofgriffin.com>

Sent: Monday, August 31, 2026 2:56 PM

To: Roy Peters <rpeters@theliftsolutions.com>

Cc: James Hartup <JHartup@theliftsolutions.com>; Kevin Blum <kblum@theliftsolutions.com>;

Brandon M. Lewis <blewis@cityofgriffin.com>

Subject: RE: FY27 Service Agreement

Roy,

Since this is going before our Board on September 8, our attorney wanted the dates to reflect the start/stop (9/9/26-9/8/27) of the term. Can you please sign the attached and send back to me. I need it back by this Wednesday, 9/2/26, by lunch time, so we can upload it for the Board meeting.

Please let me know if you have any questions.

Thanks,



From: Roy Peters <rpeters@theliftsolutions.com>
Sent: Friday, August 21, 2026 12:34 PM
To: Robert Clark <rclark@cityofgriffin.com>
Cc: James Hartup <JHartup@theliftsolutions.com>; Kevin Blum <kblum@theliftsolutions.com>;
Brandon M. Lewis <blewis@cityofgriffin.com>
Subject: Re: FY27 Service Agreement

Attached signed

Roy Peters

Territory Sales Manager

c: 470-226-7726

p: 800-236-2554

e: rpeters@theliftsolutions.com



From: Robert Clark <rclark@cityofgriffin.com>
Sent: Tuesday, August 18, 2026 2:54 PM
To: Roy Peters <rpeters@theliftsolutions.com>
Cc: James Hartup <JHartup@theliftsolutions.com>; Kevin Blum <kblum@theliftsolutions.com>;
Brandon M. Lewis <blewis@cityofgriffin.com>
Subject: RE: FY27 Service Agreement

Good afternoon,

Please see attached Purchase Agreement. If you could please get this signed and emailed back over to me, I'd appreciate it. Once received, I will proceed with getting it before the Board.

Thanks,



Robert Clark | Deputy Director
Water Wastewater
(678) 692-0391
rclark@cityofgriffin.com



From: Roy Peters <rpeters@theliftsolutions.com>
Sent: Monday, August 17, 2026 9:43 AM
To: Robert Clark <rclark@cityofgriffin.com>
Cc: James Hartup <JHartup@theliftsolutions.com>; Kevin Blum <kblum@theliftsolutions.com>
Subject: Re: FY27 Service Agreement

Good morning. Thank you for your patience. Changes have been made and added per request.

Thank you for choosing Lift Solutions as your crane and hoist provider.

Roy Peters

Territory Sales Manager

c: 470-226-7726

p: 800-236-2554

e: rpeters@theliftsolutions.com



From: Robert Clark <rclark@cityofgriffin.com>

Sent: Friday, August 7, 2026 2:08 PM

To: Roy Peters <rpeters@theliftsolutions.com>

Cc: James W. Hartup <JHartup@theliftsolutions.com>; Kevin Blum <kblum@theliftsolutions.com>

Subject: RE: FY27 Service Agreement

Good afternoon,

Thank you for providing the quotes. See below for the items we discussed earlier.

Still Branch

- Please change the name of Still Branch to BDK. We have renamed this facility.
- It looks like we are missing the quote for the Filter Gallery.

Potato Creek

- There should be two locations for this quote. The first will be the Influent Pump Station (IPS) and the second will be Lift Station 16. It looks like we only have one location on this quote.

Cabin Creek

- There is only one inspection for them. However, leave the quote name as Cabin Creek but could you please label it as Lift Station 3 within the quote.

Last Year's Quotes

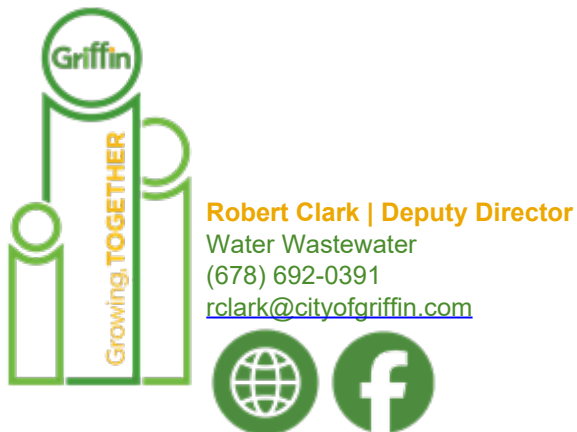
- Last year, you provided a quote detailing Hourly charges for service calls. Could you please provide that again?

Harry Simmons

- From what I have reviewed, everything lines up from last year.

If you have any questions or comments, please let me know.

Thank you,



From: Roy Peters <rpeters@theliftsolutions.com>

Sent: Friday, August 7, 2026 10:45 AM

To: Robert Clark <rclark@cityofgriffin.com>

Cc: James W. Hartup <JHartup@theliftsolutions.com>; Kevin Blum <kblum@theliftsolutions.com>

Subject: Re: FY27 Service Agreement

Good morning. Thank you for your patience in getting the quotes. Please review the quotes and distribute them to each location. Request the agreement PO and we will schedule our techs. Thank you for choosing Lift Solutions as your crane and hoist provider.

Roy Peters

Territory Sales Manager

c: 470-226-7726

p: 800-236-2554

e: rpeters@theliftsolutions.com



From: Robert Clark <rclark@cityofgriffin.com>
Sent: Thursday, July 30, 2026 2:36 PM
To: Roy Peters <rpeters@theliftsolutions.com>
Subject: RE: FY27 Service Agreement

Good afternoon, Roy,

Could you please provide this year's quote when you get a chance.

Thanks,



Robert Clark | Deputy Director
Water Wastewater
(678) 692-0391
rclark@cityofgriffin.com



From: Roy Peters <rpeters@theliftsolutions.com>
Sent: Wednesday, July 8, 2026 4:50 PM
To: Robert Clark <rclark@cityofgriffin.com>
Cc: Brandon M. Lewis <blewis@cityofgriffin.com>; James W. Hartup <JHartup@theliftsolutions.com>
Subject: Re: FY27 Service Agreement

Good afternoon, Robert. Yes, Lift Solutions agrees with last year's agreement language. I will be traveling tomorrow and will submit the quotes on Friday or Monday. Thank you for choosing Lift Solutions as your crane and hoist provider.

Roy Peters

Business Development Manager

c: 470-226-7726

p: 800-236-2554

e: rpeters@theliftsolutions.com



From: Robert Clark <rclark@cityofgriffin.com>

Sent: Wednesday, July 8, 2026 4:45 PM

To: Roy Peters <rpeters@theliftsolutions.com>

Cc: Brandon M. Lewis <blewis@cityofgriffin.com>

Subject: FY27 Service Agreement

Good afternoon, Roy,

Attached is the terms and conditions that were agreed upon last year between the City of Griffin and Lift Solutions. Will you please verify that you still agree to this and if so, please also provide a quote on this year's inspections. From there, I'll get our Staff Attorney to add these to your quote with signature blocks for everyone.

Please let me know if you have any questions.

Thanks,



Robert Clark | Deputy Director

Water Wastewater

(678) 692-0391

rclark@cityofgriffin.com



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AGENDA ITEM SUMMARY

ITEM SUMMARY:

Consider a purchase agreement for water and sewer laboratory supplies, operating supplies, and related equipment from USA BlueBook, in an amount not to exceed \$70,000.00. *Director of Water and Wastewater, Brandon Lewis, will address.*

SPECIAL CONSIDERATIONS OR CONCERNS:

USA BlueBook regularly provides supplies for water and wastewater treatment operations for the City of Griffin. This purchase agreement provides a one-time authorization and agreed upon terms and conditions for FY27 purchases.

STAFF RECOMMENDATION:

Staff recommends approval.

FINANCIAL IMPACT:

FY27 budgeted funds in (Operating Supplies) across all Water and Wastewater treatment plants and Wastewater Laboratory divisions.

Submitted By:

Brandon Lewis

Meeting Date:

08/09/2026

Reviewed By:

Jessica O'Connor

ATTACHMENTS:

[FINAL - Griffin-USABlueBook Purchase Agreement 8.31.26.pdf](#)

PURCHASE AGREEMENT BETWEEN CITY OF GRIFFIN AND USABBLUEBOOK

USABBlueBook Purchase Agreement No. 26-7 || Not to Exceed \$70,000.00

This Purchase Agreement (hereinafter, "Agreement"), effective September 9, 2026, by and between **CITY OF GRIFFIN, GA**, a Georgia municipal corporation located in Spalding County (hereinafter, "City") and **USABBLUEBOOK** (hereinafter "USABBlueBook" or "Contractor") (hereinafter, collectively, "Parties") provides as follows:

WHEREAS, the City will regularly retains USABBlueBook for the regular purchase of lab and operating supplies necessary for Water/Wastewater Department operations;

WHEREAS, the Parties desire to establish a terms and conditions for said purchases and authorization for purchasing up to a not-to-exceed threshold to prevent delays and ensure efficiency in purchasing;

NOW, THEREFORE, in consideration of the mutual covenants contained herein and other good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, the parties hereby agree as follows:

1. **Term.**

The term of this agreement shall be for the period beginning September 9, 2026 and ending September 8, 2027, unless sooner terminated as provided herein. At the expiration of the Term, this Agreement shall automatically terminate without further action by either Party unless affirmative action is taken to renew the Agreement.

2. **Terms & Conditions; Purchasing Scope.**

The terms and conditions of this Agreement, set forth in Exhibit "A" (Terms and Conditions) shall govern the City's purchase of any and all water/waste water lab supplies, operating supplies, and related equipment necessary for Water/Wastewater Department operations, including but not limited to the items provided in the scope set forth in Exhibit "B" (Purchasing Scope), from USABBlueBook. Any terms and conditions referenced on quotes, invoices, or other documents shall be void in favor of the terms herein, unless set forth in an amendment signed by both Parties.

3. **Not-to-Exceed Purchasing Threshold**

Purchases made subject to this Agreement shall not exceed Seventy Thousand Dollars (\$70,000.00) total during the Term of this Agreement. The Parties agree that the purpose of this Not-to-Exceed limit is to authorize the purchase of water and sewer underground infrastructure supplies and related equipment up to that compensation limit, and this value is not a guarantee of compensation. The City shall only pay for items actually ordered, received, and invoiced in accordance with the terms of this Agreement.

Nothing herein shall be interpreted to bind the City to use USABBlueBook when purchasing lab or operating supplies, or to prioritize USABBlueBook when considering purchases. The Parties acknowledge that the costs of water and sewer underground infrastructure supplies are variable, as are the City's purchasing needs, and this Not-to-Exceed limit is intended as an estimate. In the

event the Not-to-Exceed value must be increased, the Parties may execute an Amendment increasing the City's purchasing limit during the term.

IN WITNESS WHEREOF, the undersigned parties have hereby caused this Contract to be duly executed on the dates set forth below:

CITY OF GRIFFIN, GEORGIA

USABLUEBOOK

By: _____
Douglas S. Hollberg

Title: Mayor

Date: _____

Attest: _____
Jessica O'Connor, Secretary

(SEAL)

Approved as to Form:

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

By: _____
Signed by:
Sunny Markanda
AAC72E69B5614FB...

Title: General Manager - USABlueBook

Date: 8/31/2026

USABlueBook Purchase Agreement No. 26-7

TERMS AND CONDITIONS - Exhibit "A" - PO/ CONTRACT - 26-7

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

Purchasers will receive Seller's standard price ("Standard Price"). Special orders may be subject to tiered pricing based on volume. Sign in to usabluebook.com to access pricing. Registration may be required. Standard Price is subject to change without notice..

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. Goods will be deemed accepted if not rejected within three (3) business days of receipt.

ARTICLE 6 PARTS

The Seller will use reasonable efforts to make functional parts available for up to five (5) years following the final production run, subject to manufacturer availability and supply.

ARTICLE 7 WARRANTIES

Seller does not provide any warranty for the goods it supplies hereunder but shall pass through any transferable manufacturer's standard warranties. Seller excludes and disclaims all other express and implied warranties, including, but not limited to, all implied warranties of merchantability and fitness for a particular purpose. To the extent not prohibited by applicable law, in no event, whether in contract, warranty, indemnity, tort (including, but not limited to, negligence), strict liability or otherwise, shall Seller or its affiliates be liable for (a) any incidental, indirect, punitive, consequential or similar damages, even if such damages were foreseeable or caused by Seller, (b) any claim that properly is a claim against the manufacturer, or (c) any amount exceeding the amount paid to Seller for goods furnished to Purchaser that are the subject of such claim(s). All claims must be brought within one year of receipt.

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 Purchaser and Seller.

ARTICLE 11 PATENT INFRINGEMENT

Seller shall hold Purchaser harmless from actual and direct judgments and expenses to the extent arising out of any alleged patent infringement, known to Seller, by Purchaser's use of the merchandise ordered.

ARTICLE 12 TERMINATIONS FOR CAUSE

Purchaser may terminate this contract for cause, after providing written notice and reasonable opportunity to cure, in the event of a material 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 actual and direct damage occasioned by Seller's breach or default to the extent caused by Seller's negligent acts or willful misconduct in Seller's performance of this Purchase Order.

ARTICLE 13 TERMINATIONS FOR CONVENIENCE

Either party may at any time terminate the order in whole or in part for its convenience upon not less than thirty (30) days' prior written notice to the other party. In such 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, which consent shall not be unreasonably withheld. Any moneys due Purchaser from Seller can be set off from any moneys due Seller 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

Intentionally omitted.

ARTICLE 16 QUALITY GUARANTEE

If any product delivered does not meet applicable specifications provided by Seller, or if the product shall not produce the effect that the Seller 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 prevailing party shall be entitled to receive reasonable attorney fees from the losing party in the event either party 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. Notwithstanding the foregoing, all returns are subject to Seller's "Return Policy" located at <https://www.usabluebook.com/service/return-policy>.

EXHIBIT B – PURCHASING SCOPE

The Terms and Conditions of this Agreement, attached hereto and incorporated as Exhibit “A,” shall govern the City of Griffin's lab supplies, water/wastewater operating supplies and related equipment from USABlueBook, including *but not limited to*, the following items:

- **Sample Suction Tubing**
- **CorePro Sampler for Blanket Depth**
- **PPE**
- **Ammonia Testing Equipment**
- **Nitrate Testing Equipment**
- **Phosphorus Testing Equipment**
- **Pipets**
- **pH Probes**
- **LDO probes**
- **Log Books**
- **Test Filters**
- **Pump Packing and Packing Tools**
- **Other related equipment**

AGENDA ITEM SUMMARY

ITEM SUMMARY:

Consider the purchase of a 2027 Ford F-550 Service Truck in the amount of \$186,646.45 from Akins Ford, state contract. *Public Works Director, Mariza Eller, will address.*

SPECIAL CONSIDERATIONS OR CONCERNS:

The 2027 Ford F-550 Service Truck will be utilized within the Motor Pool division of Public Works. The service truck will be for the mobile mechanic position for repair of equipment and vehicles off-site, such as at the landfill or transfer station. The service truck will be an addition to the motor pool fleet.

STAFF RECOMMENDATION:

Staff recommends approval.

FINANCIAL IMPACT:

The FY2027 budget includes capital item funding within the Motor Pool budget (601-4800-54-2200) for a Ford F-550 2027 service truck with allocated funding totaling the amount of \$220,000.00. The purchase has come in under budget at \$186,646.45 with a total cost savings of \$33,353.55.

Submitted By:

Mariza Eller

Meeting Date:

08/09/2026

Reviewed By:

Jessica O'Connor

ATTACHMENTS:

[2026-08-20-16-05-09-028.pdf](#)



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

DATE: 8/14/26

FY27 Purchase Order No. 27-0120

Bid/Quote No.

Vendor No.

Vendor Name & Address

AKINS FORD
Attn: LESA CAMP
PO BOX 280 220 W. MAY ST.
WINDER, GA. 30680

lcamp@akinsonline.com

Ph: 404-403-8065

Fax:

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

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

*Terms: Net 30 unless otherwise specified on PO

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

Deliver to:

City of Griffin
Public Works
100 S Hill Street
Griffin, GA 30223

ATTN: MARIZA ELLER

Phone:

Fax:

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

- VENDORS MUST HAVE A CURRENT REGISTRATION ON FILE PRIOR TO PO PROCESSING -

On File? Y/N

- VENDORS HAVE AGREED TO CITY PO TERMS AND CONDITIONS -WRITTEN CONFIRMATION ATTACHED

Y/N

Description	Account Number	Quantity	UOM	Unit Price	Extended Totals
SERVICE TRUCK	601 - 4800 - 54 - 2200 - 0000				186,646.45
	- - - -				
	- - - -				
STATE CONTRACT #	- - - -				
SWC#99999-SPD-SPD0000155	- - - -				
	- - - -				
	- - - -				
	- - - -				
	- - - -				
	- - - -				
CAPITAL PROJECT #: CP2027-4800-6-27	601 - 4800 - 54 - 9999 - 0000	enter debit/credit amounts in			-186,646.45
(DISTRIBUTION & \$\$)	601 - 0000 - 11 - 7501 - 0000	the extended totals column			186,646.45

COMMENTS: Budgeted GMA Lease Supplement Financing 8-19-2026

Totals: \$ 186,646.45

FY27 Purchase Order

↓ COG USE ONLY ↓

↓ COG USE ONLY ↓

PRICING METHOD:

Verbal / Phone

Dept / Requestor / Date

Purchasing / Date

Email/Mail/Fax

Department Mgr / Date

Finance Director / Date

Bid / RFP #

Copy emailed to Supplier

City Manager / Date

BOARD / Date

Supplier Notified

**TERMS AND CONDITIONS TO
CITY PURCHASE ORDER/BUYER'S ORDER/BILL OF SALE
BETWEEN CITY OF GRIFFIN AND AKINS FORD, LLC**

1. These terms and conditions shall apply to all vehicle purchases made by the City of Griffin from Akins Ford, LLC unless and until either party provides written notice rescinding approval of this Agreement as to form.
2. As used in this Agreement the terms (a) "Dealer" shall mean authorized Dealer to whom this Agreement is addressed and who shall become a party hereto by its acceptance hereof, (b) "Purchaser" shall mean the City of Griffin, Georgia, a municipality chartered under the laws of the State of Georgia; and (c) "Manufacturer" shall mean the Corporation that manufactured the vehicle or chassis, it being understood by Purchaser and Dealer that Dealer is in no respect the agent of Manufacturer, that Dealer and Purchaser are the sole parties to this Order and that reference to Manufacturer herein is for the purpose of explaining generally certain contractual relationships existing between Dealer and Manufacturer with respect to new motor vehicles.
3. Dealer understands that it must have an authorized City of Griffin Purchase Order (PO) before any vehicle is delivered, and any shipment made prior to the receipt of a City PO is made at the sole risk of the Dealer.
4. In the event that this contract relates to a new motor vehicle purchase as defined in O.C.G.A. § 10-1-782(3), Dealer shall provide, and Purchaser shall acknowledge, receipt of an owner's manual published by the manufacturer of said vehicle and a written statement that explains the consumer's rights pursuant to O.C.G.A. § 10-1-783(a) and (b).
5. **DISCLAIMER OF WARRANTIES:** Any warranties on the product sold hereby are those made by the manufacturer. The Seller, Akins, expressly disclaims all warranties, either express or implied, including any implied warranties of merchantability or fitness for particular purpose, and Akins neither assumes nor authorizes any other person to assume for it any liability in connection with the sale of said products. Purchaser shall not be entitled to recover from the selling Dealer any consequential damages, damages to property, damages for loss of use, loss of time, or income or any incidental damages.
6. There are no warranties, expressed or implied by the Seller herein on the vehicle or chassis described on the Buyer's Order/Invoice/Bill of Sale. In the case of a new vehicle or chassis the printed Manufacturer's New Vehicle warranty delivered to Purchaser with such vehicle or chassis shall apply and the same is hereby made a part hereof as though fully set forth herein. The New Vehicle Warranty is the only warranty applicable to such new vehicle or chassis and is expressly in lieu of all other warranties by the Dealer, expressed or implied including any implied warranty or merchantability or fitness for a particular purpose. In the case of a used vehicle or chassis, the applicability of an existing manufacturer's warranty thereon, if any, shall be determined solely by the terms of such warranty.
7. Manufacturer has reserved the right to change the design of any new motor vehicle, chassis, accessories or parts thereof at any time without notice and without obligation to make the same or any similar change upon any motor vehicle, chassis, accessories or parts thereof previously purchased by or shipped to Dealer and shall have no obligation to Purchaser to make the same or any similar change in any motor vehicle, chassis, accessories or parts thereof covered by this Agreement either before or subsequent to delivery thereof to Purchaser.
8. Purchaser acknowledges that there may have been certain recall campaigns, warranties repairs, transit and/or storage damage to the vehicle sold by the Seller herein and Purchaser hereby releases the Seller from any and all claims arising out of such recall campaigns, warranties repairs, transit and/or storage damage. Furthermore, Purchaser acknowledges that there may have been previous body damage to the used vehicle sold by the Seller herein and Purchaser releases the Seller from any and all damages arising out of such body damage.
9. In the event of a Purchase subject to a trade-in by Purchaser, Purchaser agrees to sell and transfer unto Dealer the used car described in the Buyer's Order/Invoice/Bill of Sale. Purchaser agrees to deliver to Dealer satisfactory evidence of title to any used motor vehicle traded in as part of the consideration for the motor vehicle ordered hereunder at the time of delivery of such used motor vehicle to Dealer. Purchaser warrants any such used motor vehicle to be his property free and clear of all liens and encumbrances except as otherwise noted herein.
10. No modifications in prices, delivery methods or schedule, quality, quantity, specifications or any other term of this agreement will be effective unless agreed to in writing, signed by both Parties.
11. This Agreement and the performance of the Parties hereunder shall be constructed with and governed by the laws of the State of Georgia.
12. The Dealer's Quote, City's Purchase Order, Buyer's Order/Invoice/Bill of Sale (less any other terms not set forth herein), and the Terms and Conditions herein shall constitute the entire agreement between the Parties and can only be modified in writing and signed by both parties. 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 agreement.

CITY OF GRIFFIN

Douglas M. Hollberg, Mayor

Attest:

Jessica W. O'Connor

Approved as to Form:

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

Date: 10/6/25

AKINS FORD, LLC

Name: Brad Akins

Title: Owner

Date: 10/2/2025



Preview Order 0000 - W5H 4x4 Crew Chas Cab DRW: Order Summary Time of Preview: 08/12/2026 08:34:01 Receipt: NA

Dealership Name: Akins Ford

Sales Code : F21480

Dealer Rep.	Lesa Camp	Type	Fleet	Vehicle Line	Superduty	Order Code	0000
Customer Name	City griffin	Priority Code	K1	Model Year	2027	Price Level	715

DESCRIPTION	MSRP	DESCRIPTION	MSRP
F550 4X4 CREW CHAS CAB DRW/203	\$63665 ✓	TRAILER BRAKE CONTROLLER	\$300
203 INCH WHEELBASE	\$0	HIGH CAPACITY TRAILER TOW PKG	\$580
TOTAL BASE VEHICLE	\$63665	CENTER HIGH MOUNT STOP LAMP	\$100
OXFORD WHITE	\$0	GRILLE - BRIGHT CHROME	\$0
VINYL 40/20/40 SEATS	\$0	JACK	\$55
MEDIUM DARK SLATE	\$0	410 AMP DUAL ALTERNATOR	\$215
PREFERRED EQUIPMENT PKG.660A	\$0	PAYLOAD PLUS UPGRADE PACKAGE	\$1155
.XL TRIM	\$0	DUAL BATTERY	\$0
.AIR CONDITIONING -- CFC FREE	\$0	REAR VIEW CAMERA & PREP KIT	\$515
.AM/FM STEREO MP3/CLK	\$0	CONN PKG:1 YR INCL W/FORD APP	\$0
6.7L POWER STROKE V8 DIESEL	\$10995 ✓	SECURITY PACKAGE: 1 YR INCL	\$0
10-SPEED AUTO TORQSHIFT	\$0	XL CHROME PACKAGE	\$425
225/70R19.5G BSW MAX TRAC TIRE	\$215	.BACKGLASS DEFROST	\$0
4.30 RATIO LIMITED SLIP AXLE	\$395	.POWER SLIDING REAR WINDOW	\$0
RAPID HEAT SUPPLEMENTAL HEATER	\$350	.FOG LAMPS	\$0
FRONT LICENSE PLATE BRACKET	\$0	.REMOTE START SYSTEM	\$0
PLATFORM RUNNING BOARDS	\$445	.PRIVACY GLASS	\$0
VEHICLE INTEGRATION SYSTEM 2.0	\$400	SPECIAL FLEET ACCOUNT CREDIT	\$0
19550# GVWR PACKAGE	\$0	FUEL CHARGE	\$0
ENGINE BLOCK HEATER	\$250	PRICED DORA	\$0
50 STATE EMISSIONS	\$0	ADVERTISING ASSESSMENT	\$0
PRO POWER ONBOARD - 400W	\$225	DESTINATION & DELIVERY	\$2795
SNOW PLOW PREP PACKAGE	\$350		

TOTAL BASE AND OPTIONS
DISCOUNTS
TOTAL

ORDERING FIN: QD877 END USER FIN: QD877

Lesa Camp

SWC # 99999-SPD-SPD 0000155

\$76,338.45 chassis
\$110,308.00 body

\$186,646.45

MSRP
\$83430
NA
\$83430



Seller: Knapheide Truck Equipment Center Atlanta
2570 N EXPRESSWAY
GRIFFIN, GA 30223-6498
1 (678) 408-6062
www.knapheide.com

QUOTE: QU-54-
1127046-3
Quote Expiration:
09/09/2026

Contact(s): Mike Prince (Outside Sales)
mprince@knapheide.com
7708420564

Barry Thompson (Inside Sales)
bt0475@knapheide.com
6784086056

Barry Thompson
bt0475@knapheide.com

Customer: Akins Ford/Dodge Corp.

ID: 40612
Address: PO BOX 280

Phone: 8002827872
Contact: LESA CAMP

Terms: NET 30 DAYS
Bid Spec:

WINDER, GA 30680-0280

Description: KMT1-11 CRANE BODY

Quote Information:

Customer Request Date:
Quote Completed Date: 08/13/2026
Date: 08/13/2026 15:50 PM CDT
of Units: 1

Delivery Information:

Total Price Includes F.O.B.:
Ship Via:
Ship To: Akins Ford/Dodge Corp.
8002827872
PO BOX 280
WINDER, GA 30680-0280

Vehicle Information:

VIN: 1FDSW5HT0VEC37354
Year: 2027
Cab to Axle: 84
Engine Size: 6.7
Wheelbase: 203.4

Make: Ford
Chassis Type: Chassis Cab
Rear Axle Type: DRW
Fuel Type: Diesel
GVWR: 19550

Model: F-550
Cab Type: Crew
Drivetrain: 4x4
Transmission Type: Auto
Chassis Label:

License Plate #:

Seq.	Description	Item	Quantity	Total
1	1 KMT1-11R 11' CRANE BODY ———— L1347-26 Automotive Quality 3-Point T-Handle Latches -14-Gauge Two-Sided A-40 Galvanneal Body Shell -Torsion Box Floor With No Wheel Housings In Cargo Area -(6) Recessed D-Ring Tie Downs -21" Work Surface Bumper -2-1/2" Receiver Hitch With 18,000 lbs. Maximum Trailer Weight And 3,600 lbs. Maximum Tongue Weight Rating -Master Lock System -Cab Guard -Welder Riser Installed Street Side Compartment Top -Light Kit With 6-Circuit Wire Harness, Stop/Tail/Turn, Back Up, Marker, RID Lights And (4) LED Work Lights -(2) Aluminum Grab Handles Included -Vise Mount Stand -Bolt On Slammable Tailgate Installed -(2) Flex Steps; (1) Each Side Of Rear Bumper OVERALL LENGTH: ----- 133-1/4" H = 53-1/4" in length x 22-1/2" high OVERALL WIDTH: ----- 94" 2V = 24-3/4" in length x 44" high FLOOR WIDTH: ----- 50" CURBSIDE COMPARTMENTATION: SIDE COMPARTMENT HEIGHT: ----- 44" 1V = 34" in length x 60" high SIDE COMPARTMENT DEPTH: ----- 22" 2V = 21-1/4" in length x 44" high FLOOR HEIGHT: ----- 24" H = 52-3/4" in length x 22-1/2" high STREETSIDE COMPARTMENTATION: 3V = 25-1/4" in length x 44" high 1V = 55-1/4" in length x 44" high WARRANTY: Standard Knapheide Limited Warranty 1 LED COMPARTMENT LIGHTS 1 BACK UP ALARM Ecco 510 1 STELLAR 8621 CRANE -Maximum Horizontal Reach: 21' From CL Of Crane -Maximum Vertical Lift: 22'11" From Crane Base -Crane Rating: 53,100 ft-lbs	PACKAGE	1.00	97,771.00

	-8,600 lbs @ 6'2" / 2,590 lbs @ 21" -3/8" Rope Diameter -60' ft/min Line Speed -400 Degree Power Rotation -Hydraulic Unit -Radio Remote Control 1 BOOM SUPPORT Installed 1 REAR OUTRIGGERS Hydraulic Out & Down Curbside & Hydraulic Down Street Side 1 35 GALLON HYDRAULIC OIL Reservoir; Installed In Cargo Area Front 1 HYDRAULIC AIR COMPRESSOR 40 CFM @ 150 PSI Reciprocating Air Compressor -50'x1/2" Spring Retract Air Hose Reel Installed Right Rear Vertical With Roller Fairlead Out Rear Of Body -FLR System Installed RRV -(2) 9.6 Gallon Underbody Air Tanks 1 KMT-CONTROL SYSTEM KIT PDM, Controller And (2) 4.3" Display Panels In The Cab & Rear Crane Compartment With Continuous Working Load Of 70 Amps, Features Built In Overload Current Protection For The System And Operator Safety 1 FRONT GRILL STROBES Includes (2) Ecco ED3703A Class I Amber Strobes Installed On Grill 1 PTO Installed 1 TANDEM HYDRAULIC PUMP Installed 1 INSTALL OEM BACKUP CAMERA If Equipped On Chassis 1 KNAPLINER Commercial Grade Spray-On Bed Liner Applied To Cargo Floor, Sides, Compartment Tops, Bulkhead, Tailgate, Rear Bumper & Entire Front Of Body 1 REAR MUD FLAPS 1 7-WAY FLAT TRAILER PLUG 1 FINISH PAINT Body Exterior Painted Single Stage Color And Interior Compartments Painted White 1 WEIGHT SLIP 1 CHASSIS SPRING WORK 1 7 DRAWER UNIT L1V 3-3"3-5"1-7" With Extreme Duty Drawer Slides, Drawer Liners & Front To Back Dividers For All 3" & 5" Deep Drawers 2 ADJUSTABLE SHELF L2V Installed In Street Side Second Vertical Compartment 1 BOLT BIN STORAGE UNIT LH 2 ADJUSTABLE SHELF LRV Installed In Street Side Rear Vertical Compartment 1 BOTTLE GAS HOLDERS R1V 60" Raised Front Vertical Compartment With Vented Storage For (2) Bottles. Vertical Partition With (3) Adjustable Shelves 2 ADJUSTABLE SHELF R2V Installed In Curbside Second Vertical Compartment 1 ADJUSTABLE SHELF RH Installed In Curbside Horizontal Compartment 1 CRANE COMPARTMENT RRV With Roller Fairlead & FLR System			
2	MILLER BOBCAT 265 GAS—L1347-26 Welder With (2) 50' Welding Leads Installed Street Side Compartment Top At Rear With Controls Facing The Rear Of The Vehicle.	35081005	1.00	10,580.00
3	1500 WATT PURE SINE Wave Inverter Installed L2V Wall Panel; Samlex PST-1500-12—L1347-26	35081005	1.00	1,405.00
4	WILTON 6" MECHANICS Vise—L1347-26	35081005	1.00	552.00
Total does not include any applicable taxes or transportation charges unless specifically noted herein:				\$110,308.00
Subtotal:				
Total:				\$110,308.00

The following option(s) may be added:

	Description	Item	Yes / No	Total
OPT 1	E-LOCKS—L1347-26	35081005	Yes / No	1,490.00
OPT 2	DUAL LED BOOM TIP LIGHT For CDT Pro —L1347-26	35081005	Yes / No	897.00

AGENDA ITEM SUMMARY

ITEM SUMMARY:

Consider an amendment to the 2019 multi-year Software-As-A-Service agreement with Neptune Technology Service Group, Inc. in the amount of \$43,346.63 for the AMI and AMR water meter network. *Director of Water and Wastewater, Brandon Lewis, will address.*

SPECIAL CONSIDERATIONS OR CONCERNS:

The original contract established an annual fee of \$31,915.72 which was based on the AMI/AMR meter population at that time. The meter population has grown since 2019; therefore, the annual fee has increased to \$43,346.63 for this renewal year.

STAFF RECOMMENDATION:

Staff recommends approval.

FINANCIAL IMPACT:

FY27 budgeted funds in Meter Division: Technical Services for this expense.

Submitted By:

Brandon Lewis

Meeting Date:

08/09/2026

Reviewed By:

Jessica O'Connor

ATTACHMENTS:

[Neptune SaaS-NaaS Agreement.pdf](#)

[Re_ Griffin Neptune 360 Estimate 17618 from Delta Municipal Supply Company, Inc..pdf](#)

[Est_17618_from_Delta_Municipal_Supply_Company_Inc._510768.pdf](#)

[_City_of_Griffin_Amendment_2026_Year_7_Neptun.pdf](#)

THIS SOFTWARE-AS-A-SERVICE AGREEMENT ("AGREEMENT") IS ENTERED INTO BETWEEN THE FOLLOWING PARTIES (EACH INDIVIDUALLY, A "PARTY" AND COLLECTIVELY, THE "PARTIES"):

NEPTUNE TECHNOLOGY GROUP, INC.
3100 BRECKINRIDGE BLVD. BLDG. 1200 STE 300
DULUTH, GEORGIA, 30096
("NEPTUNE")

and

City of Griffin
100 S. Hill St.
Griffin, GA 30233
("CUSTOMER")

The effective date of this Agreement is August 19, 2019 ("Effective Date").

Approved:
Customer

By: Cynthia R Ward

(Authorized Signature)

Printed Name: Cynthia Reid-Ward

Title: Chairperson

Attest: Kerry L. Smith

Kerry L. Smith, Secretary

(SEAL)

August 19, 2019

Approved:

Neptune Technology Group, Inc.

By: Chuck Brown

(Authorized Signature)

Printed Name: Chuck Brown

Title: VP- MARKETING

APPROVED AS TO FORM

THIS 27th DAY OF August, 2019

BY: Andrew J. Stethala, III
CITY ATTORNEY

Confidential

Page 1 of 15

SOFTWARE-AS-A-SERVICE AGREEMENT

This Agreement sets forth the terms and conditions whereby Neptune agrees to provide Customer with software, related documentation, and support. For mutual consideration, the sufficiency of which is hereby acknowledged, the Parties agree as follows:

1. Definitions:

- a. *Affiliated Parties* – employees, officers, directors, agents, and financial, legal, and other advisors and affiliates (including a parent, subsidiary, or other related company) of a Party.
- b. *APIs*– published Neptune application programming interfaces.
- c. *Application* – Neptune’s SaaS application, Neptune 360.
- d. *Confidential Information* – any information that is not generally known outside the Discloser relating to any aspect of business of the Discloser, whether existing or foreseeable, including but not limited to: project files; product designs, processes; new or existing product development; production characteristics; testing procedures and results thereof; engineering evaluations and reports; know-how, trade secrets, business plans, financial statements and projections; Consumer lists and information; software and computer programs, including source code; training manuals; policy and procedure manuals; price and cost information; and any information received by the Discloser under an obligation of confidentiality to a third-party. A “Recipient” receives Confidential Information; a “Discloser” discloses Confidential Information.
- e. *Connectivity* – the ability for data collection Devices to send readings through a network to the Application, assuming the Devices are operational.
- f. *Consumer* – Customer’s clients, both residential and commercial.
- g. *Customer Data* – any data and non-public information provided to Neptune by Customer.
- h. *Devices* – radio devices that interface with meters or other sensors and redistribute data over networks.
- i. *Documentation* – any user manuals, reference manuals, release, application and methodology notes, written utility programs and other materials in any form provided by Neptune.
- j. *Indemnified Persons* – Customer or its Consumers or Affiliated Parties.
- k. *Initial Term* – as defined in Section 4.
- l. *Key* – a license key provided by Neptune pertaining to the API.
- m. *Maintenance Window* – a scheduled outage of services for planned changes, upgrades, and/or repairs for the Application.
- n. *Service Level Objectives* –as defined in Section 3.
- o. *Software as a Service (SaaS)* – a software model in which Neptune’s Application is delivered on a subscription basis and managed remotely via an online network.
- p. *Term* – as defined in Section 4.

2. Services. Customer shall not use, and shall not permit the use of, the Service by any unauthorized third-parties. Unless mutually agreed in writing, the Services include only the following:

- a. Providing Customer secure access to the hosted Application;
- b. Providing application, server and Application monitoring, security monitoring, and database

SOFTWARE-AS-A-SERVICE AGREEMENT

preventive maintenance monitoring;

- c. Providing telephone support at 1-800-647-4832 Monday-Friday from 7:00am-5:00pm central time, excluding corporate holidays and email support at support@neptunetg.com;
- d. Providing updates, with prior notice via email, and upgrades to the Application.

3. Service Level Objectives:

- a. *Availability.* Neptune will use commercially reasonable efforts to provide at least 99% uptime of the SaaS Application, less Maintenance Windows.
- b. *Ticket Issuance.* Neptune will open a trouble ticket upon the earlier to occur of: (i) when Neptune first observes an issue; or (ii) when Customer first reports the issue. If an issue relates to Customer's system and Neptune becomes aware of the issue, Neptune will promptly report this information to Customer. Technical support hours are Monday-Friday from 7am-5pm Central Time. Neptune's commitment is to open a ticket and respond to said ticket within 24 hours of issue identification.
- c. *Response Time.* The urgency and time to correct will be dependent upon the issue itself and its impact to the Customer to perform billing functions (a "Billing Impediment"). Neptune shall prioritize the correction of any Billing Impediment and shall endeavor to correct such problems within 72 hours after issue identification. Other issues are considered a bug and fixes will be implemented upon an assigned software major or minor release schedule.
- d. *Service Failures.* If at any time during the Term a Billing Impediment goes unresolved within the window above, Customer's exclusive remedies include, at Customer's election, a credit for one (1) month of Service or termination of this Agreement with repayment of any prepaid fees on a prorated basis.

4. Term and Termination:

- a. The "Term" of this Agreement is as agreed upon in the attached Addendum executed on behalf of both parties, "Multi-Year Software-as-a-Service Agreement between the City of Griffin, Georgia and Neptune Technology Group, Inc. for Compliance with O.C.G.A. §36-60-13.
- b. *By Customer.* Customer may terminate this Agreement and any Exhibits at any time without cause prior to the expiration of the then current Term without refund.
- c. *By Neptune.* Neptune may immediately terminate this Agreement and any Exhibits should (a) Customer fail to cure its breach of this Agreement within 30 days of notice by Neptune or (b) should Customer breach this Agreement in an incurable way.
- d. *Data Ownership and Rights upon Termination.* Any data and information provided to Neptune by Customer or its Consumers ("Customer Data") remains the property of Customer. Customer grants to Neptune the right and license to host, access, store, and use the Customer Data for the purposes of Neptune's performance pursuant to this Agreement, including, but not limited to for the purposes of providing and maintaining the Service. Upon expiration or termination of this Agreement, Neptune will no longer provide the Service and Customer may no longer use the Service. Following such expiration or termination, so long as Customer is current in all payments to Neptune, upon the written request of the Customer made within thirty (30) days after the effective date of the expiration or termination, Neptune will use commercially reasonable efforts to prepare for export or download any Customer Data, with such export or download to be made

in a mutually agreed format. After such thirty (30) day period, Neptune has no obligation to maintain or provide the Customer Data, and Neptune shall delete or destroy all Customer Data (and all copies of Customer Data) in its systems or otherwise in its possession or control, unless prohibited by law.

5. **Billing and Payment.** Billing and Payment terms are as agreed upon in the attached Addendum executed on behalf of both parties, "Multi-Year Software-as-a-Service Agreement between the City of Griffin, Georgia and Neptune Technology Group, Inc. for Compliance with O.C.G.A. §36-60-13.
6. **Force Majeure.** Neptune shall incur no liability of any kind to Customer due to (i) causes unrelated to the Application or the provision of Services, including, but not limited to, any disruption in Customer's networks not administered by Neptune or any disruption in the Internet or World Wide Web, or (ii) any other causes beyond Neptune's reasonable control, including, but not limited to, acts of God, war, terrorism, electrical storm, wind storm, tornado, hurricane, strikes or lack of access to equipment at Customer's site or Subscriber modules. Neptune does not guarantee network security, or the integrity of any data which is sent over, backed up, stored or subject to load balancing.
7. **Disclaimer of Warranties.** OTHER THAN THE SERVICE LEVELS LISTED ABOVE, NEPTUNE DOES NOT MAKE ANY WARRANTY, EXPRESS OR IMPLIED, WITH RESPECT TO THE SERVICES RENDERED HEREUNDER, AND HEREBY EXPRESSLY DISCLAIMS ALL WARRANTIES, EXPRESS AND IMPLIED, WITH RESPECT TO SUCH SERVICES, INCLUDING, BUT NOT LIMITED TO, ANY IMPLIED WARRANTIES OR CONDITIONS OF MERCHANTABILITY AND FITNESS FOR A PARTICULAR PURPOSE, AND NEPTUNE EXPRESSLY DISCLAIMS SUCH WARRANTIES AND CONDITIONS.
8. **Application Programming Interfaces:**
 - a. *License.* For the sole purpose of creating an interface between the Application and software or applications licensed by Customer from third parties, Neptune hereby grants to Customer a non-exclusive, non-transferable license to use APIs. Neptune will provide to Customer Documentation related to the APIs, and Neptune grants Customer a non-exclusive, non-transferable license to use one copy of the Documentation solely in furtherance of the license granted herein.
 - b. *Limitations on Rights of Use.* Customer shall not use the API for any other purpose except as expressly authorized in this Agreement and Documentation. Neptune reserves the right to make the APIs available to Customer only pursuant to a Key. Customer will not disclose the Key to, or allow the use of the Key by, any third party other than the third party. Neptune will provide Customer the APIs in object code only. Neptune reserves the right to encrypt the API as it deems appropriate. Customer has no other rights in the object code or source code of the API. Customer may not disassemble, decompile, reverse translate or apply any other procedure to a non-source code delivered API. If Customer has relationships with additional utilities (or other entities) that are Neptune customers and Customer desires to use APIs or SaaS with other Neptune customers, then Customer must enter into a separate agreement with Neptune and such customer. Any rights in API(s) and the Documentation not expressly granted to Customer in this Agreement shall remain with Neptune.
 - c. *Upgrades.* Neptune may make changes to the APIs from time to time. Neptune will make commercially reasonable efforts to maintain backward compatibility of the APIs but makes no guarantees and assumes no obligation to ensure backward compatibility. APIs may not remain compatible with third party software or programs after changes to the APIs, changes to third

party software or programs, or changes to the SaaS.

9. **Limitation of Liability.** NOTWITHSTANDING ANYTHING IN THE AGREEMENT TO THE CONTRARY, IN NO EVENT SHALL NEPTUNE BE LIABLE TO CUSTOMER, ANY SUBSCRIBER OR ANY OTHER THIRD PARTY FOR ANY INCIDENTAL OR CONSEQUENTIAL DAMAGES (INCLUDING, WITHOUT LIMITATION, INDIRECT, SPECIAL, PUNITIVE, OR EXEMPLARY DAMAGES FOR LOSS OF BUSINESS, LOSS OF PROFITS, LOSS OF GOODWILL OR BUSINESS REPUTATION, BUSINESS INTERRUPTION, COSTS OF PROCURING SUBSTITUTE GOODS, LOSS OF DATA, OR LOSS OF BUSINESS INFORMATION) ARISING OUT OF OR CONNECTED IN ANY WAY WITH THIS AGREEMENT OR ANY EXHIBIT OR THE PROVISION OR NON-PROVISION OF THE SERVICE (WHETHER IN CONTRACT, TORT OR OTHERWISE), EVEN IF CUSTOMER, ANY SUBSCRIBER OR ANY SUCH THIRD PARTY HAS BEEN ADVISED OF THE POSSIBILITY OF SUCH DAMAGES. NEPTUNE'S LIABILITY FOR DAMAGES ARISING OUT OF OR CONNECTED IN ANY WAY WITH THE AGREEMENT OR ANY EXHIBIT OR THE PROVISION OR NON-PROVISION OF THE SERVICE (WHETHER IN CONTRACT, TORT OR OTHERWISE) SHALL BE DIRECT DAMAGES, NOT TO EXCEED AN AGGREGATE OF THE AMOUNT PAID TO NEPTUNE ON THE APPLICABLE PURCHASE ORDER. CUSTOMER HEREBY ACKNOWLEDGES THAT WITHOUT THE LIMITATION OF LIABILITY SET FORTH HEREIN THE FEES CHARGED FOR THE SERVICE WOULD BE HIGHER.
10. **Responsibilities of Customer:**
- a. The procurement, compatibility, operation, security, support and maintenance of Customer's hardware and software (that are not the express subject of this Agreement) is the responsibility of Customer.
 - b. Application user administration, including but not limited to the definition, management, and security of usernames and passwords are the sole responsibility of Customer.
 - c. Customer represents and warrants to Neptune that it will hold at all relevant times all appropriate licenses and consents required to operate its business for which the Service is provided and that it will at all relevant times conduct its business in accordance with applicable law and regulation. Customer shall be responsible for the payment of any taxes, assessments or fees associated with the use of the Service. Neptune prohibits use of its Service in any way that: (i) is unlawful; (ii) interferes with use of the Application or the Internet by any other person or entity; (iii) infringes the intellectual property rights or privacy rights of any other person or entity; (iv) presents security or privacy risks, including, without limitation, interfering with or gaining unauthorized access to or otherwise violating the security of the Application or any other person or entity's server, e-mail accounts, or data; or (v) is inconsistent with the terms and conditions of this Agreement.
 - d. *Connectivity with Customer.* Unless other modified by an Exhibit, Customer shall be solely responsible for supplying routing Connectivity between the its network, its collection hardware, and the Application.
 - e. *Equipment Maintenance.* Unless other modified by an Exhibit, Neptune shall not be responsible for the maintenance of Customers' networks.
11. **Indemnification.** Upon notice and demand from Customer, Neptune shall promptly assume full responsibility for the defense, at Neptune's expense, of any claim, demand, proceeding or action that may be brought (or threatened to be brought) against Indemnified Persons alleging any of the

following: (a) violation or infringement of any patent, trademark or copyright or of any contractual, intellectual property or other rights of any third parties arising out of the Services or the use or sale of any products provided in connection with the Services; (b) any loss or damage resulting from a breach of Section 12. Notwithstanding the foregoing, Neptune shall have no duty to indemnify Customer in the event of Customer's negligence.

12. Confidentiality:

- a. Recipient shall use Confidential Information only for performing under the Agreement and shall comply with all applicable laws in Recipient's use of Confidential Information. Other than explicitly stated herein, nothing in this Agreement shall be construed as granting any rights to Recipient, by license or otherwise, to any Confidential Information. To the extent allowed by law, recipient shall protect the Confidential Information by using the same degree of care as Recipient uses to protect its own confidential and proprietary information of a like nature, but not less than a reasonable degree of care. To the extent allowed by law, recipient shall not disclose or provide Confidential Information or any summary or derivative thereof to any third-party without the express prior written consent of Discloser in each instance. To the extent allowed by law, recipient shall take all commercially reasonable steps to ensure that the Confidential Information is not used or disclosed by its Affiliated Parties in violation of this Agreement. Recipient shall (i) not remove the copyright notice, trademarks and all other proprietary rights notices and (ii) reproduce all copyright notices, trademarks and all other proprietary rights notices contained in the Confidential Information. Recipient shall only permit access to the Confidential Information to those Affiliated Parties who reasonably need to know such information to perform under this Agreement. Recipient shall require that all such Affiliated Parties who have access to any Confidential Information execute, or be subject to, a written confidentiality agreement that protects such information at least to the same extent as provided in this Agreement prior to any such access. Recipient shall be responsible for any violation of this Agreement on the part of such Affiliated Parties.
- b. Recipient's duty to protect the Confidential Information, and to refrain from using such information except for performing its obligations under this Agreement expires five years following the termination of this Agreement from the date of disclosure of such piece of Confidential Information; provided, however, that information that is a "trade secret" shall be kept confidential by Recipient until such information is no longer a "trade secret" under applicable law. Recipient and its Affiliated Parties shall not disclose any of the Confidential Information in any manner whatsoever, except as provided in this Agreement and shall hold and maintain the Confidential Information in strictest confidence. Notwithstanding the foregoing, the Parties acknowledge that, pursuant to a Defense of Trade Secrets Act of 2016, an individual may not be held criminally or civilly liable for the disclosure of a trade secret that: (a) is made (i) in confidence to a federal, state, or local government official, either directly or indirectly, or to an attorney; and (ii) solely for the purpose of reporting or investigating a suspected violation of law; or (b) is made in a complaint or other document that is filed under seal in a lawsuit or other proceeding.
- c. This Agreement imposes no obligation upon Recipient with respect to any information that: (a) is or becomes publicly known or publicly available or otherwise in the public domain through no act of Recipient or its Affiliated Parties; (b) is already known to, or in the possession of, Recipient or its Affiliated Parties at the time of the disclosure; (c) is rightfully received by Recipient or its Affiliated Parties from a third-party under no obligation of confidentiality to Discloser or Discloser's Affiliated Parties; (d) is disclosed by Recipient with Discloser's prior written approval;

or (e) is required to be disclosed by order of a court or governmental agency; provided, however, that in such a case, Recipient shall immediately notify Discloser of such order to allow Discloser to seek a protective order or other appropriate relief.

13. Governing Law, Venue. The interpretation and construction of this Agreement, and all matters relating to this Agreement, will be governed by the laws of the state in which Customer is located without giving effect to any conflict of law provisions thereof. Any legal action or proceeding with respect to this Agreement must be brought in the state in which Customer is located and by execution and delivery of this Agreement, each party to this Agreement irrevocably submits itself in respect of its property, generally and unconditionally, to the exclusive jurisdiction of the aforesaid courts in any legal action or proceeding arising out of this Agreement. Each of the parties to this Agreement irrevocably waives any objection which it may now or hereafter have to the laying of venue of any of the aforesaid actions or proceedings arising out of or in connection with this Agreement brought in the courts referred to in the preceding sentence. Nothing in this paragraph will affect or eliminate any right to serve process in any other manner permitted by law. NEPTUNE IRREVOCABLY WAIVES ITS RIGHTS TO TRIAL BY JURY OF ANY CAUSE OR ACTION, CLAIM, COUNTERCLAIM OR CROSS-COMPLAINT IN ANY ACTION OR OTHER PROCEEDING WITH RESPECT TO ANY MATTER ARISING OUT OF, OR IN ANY WAY CONNECTED WITH THIS AGREEMENT OR ANY PORTION OF THIS AGREEMENT, WHETHER BASED UPON CONTRACTUAL, STATUTORY, TORTIOUS OR OTHER THEORIES OF LIABILITY. NEPTUNE REPRESENTS THAT IT HAS CONSULTED WITH COUNSEL REGARDING THE MEANING AND EFFECT OF THE FOREGOING WAIVER OF ITS JURY TRIAL RIGHT.

14. Miscellaneous. Customer may not assign or otherwise transfer, by operation of law or otherwise, this Agreement or any of its rights or obligations thereunder without first obtaining the written consent of Neptune. Neptune may freely assign its rights and obligations under the SOAs and this Agreement to any party that succeeds to its interest in the assets used to provide the Service, whether by stock sale, asset sale or merger. This Agreement shall be binding upon and inure to the benefit of each party's permitted assigns and successors. This Agreement constitutes the entire understanding and agreement between the parties with respect to the subject matter hereof and shall supersede any prior proposals, understandings and agreements, whether written or oral, between the parties with respect to that subject matter. This Agreement may not be amended or modified except by a written instrument executed by duly authorized representatives of the Parties. The headings in this Agreement, including all Section and subsection titles or captions, are inserted for convenience only and shall not constitute a part hereof nor affect the interpretation of this Agreement. This Agreement may be executed in one or more counterparts, each of which shall be deemed an original, but all of which together shall constitute one and the same instrument. A facsimile copy of a counterpart shall have the same effect as an original. Any notice required or permitted by this Agreement shall be in writing, in English and delivered by overnight commercial courier (such as FedEx) providing proof of delivery, addressed as set forth on the bottom of the first page of this Agreement.

EXHIBIT A NETWORK AS A SERVICE (NaaS)

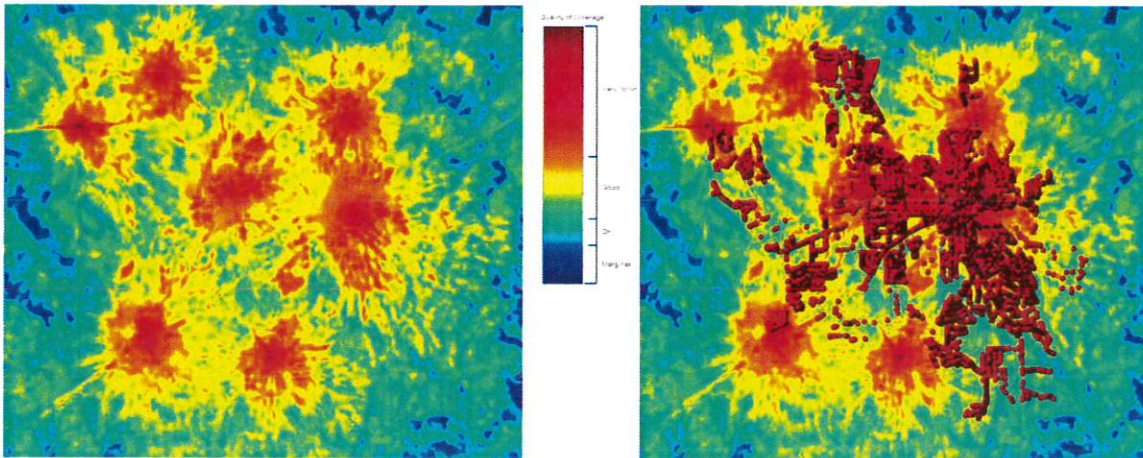
1. **Overview.** This Exhibit describes the terms and conditions upon which Neptune shall provide these additional Network Services to Customer. The project is outlined in this Exhibit which involves the monitoring and communication of Devices within the Service Boundary, defined below ("Network Services").
2. **Definitions.** All defined terms used in this Exhibit A are either defined herein or in the Agreement. Additional definitions include:
 - a. *Active Sensor* – refers to Devices within the Service Boundary for which Network Services are being provided to Customer. Devices unable to connect with the Network due to a Force Majeure Event shall not be considered Active Sensors.
 - b. *Network* – a Low Power Wide Area Network using LoRaWAN technology.
 - c. *Network Equipment* – the device(s) (including gateways) and associated software (i.e., firmware, embedded operating systems, etc.) that establish and maintain the Network.
 - d. *Service Boundary* – the area or location where the Network Services will be performed and the Network Equipment will be deployed, as identified in the map below.
 - e. *Term* – as defined in Section 4.
3. **Service Boundary and AMI Devices.** Neptune agrees to provide the Network Services in support of approximately ~10,490 Meters for this AMI project.

Location	Address/Other Description
Customer	City of Griffin, 100 S. Hill St, Griffin, GA 30223 Service Boundary Defined for City of Griffin Only

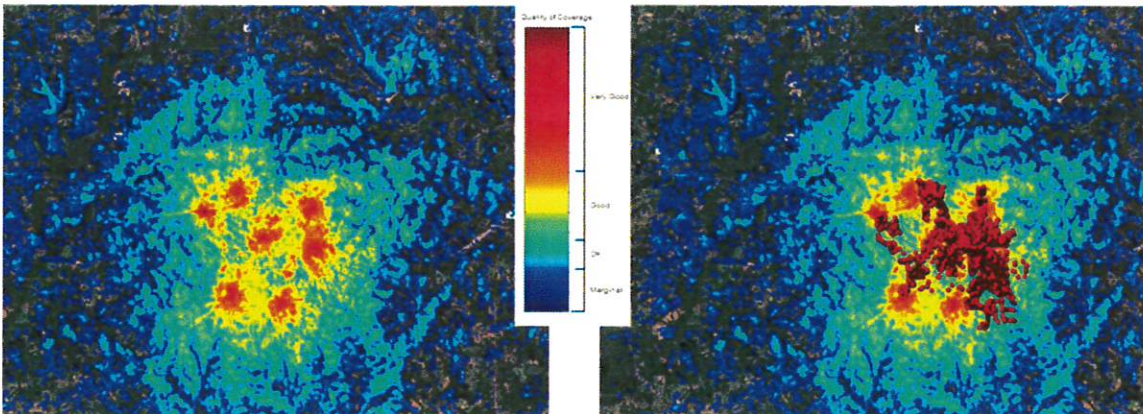
a. *Service Boundary*

The Service Boundary is outlined as below. The service area boundary is generated by Neptune and is based on a meter address list provided by Customer prior to execution of the Agreement. Note there is both coverage outside of the service boundary line and some non-covered gaps inside the service boundary line near the perimeter. For the sake of defining the coverage area for this Agreement and Service Level Objectives (detailed in Section 4) Neptune agrees to provide the Network Services in support of approximately ~10,490 meters (~98.5% coverage) within the Service Boundary as depicted in the map below for the City of Griffin. Approximately 351 meters will require high gain pit lid antennas.

Service Boundary - Predicted Coverage (City)



Service Boundary - Predicted Coverage (City)



b. AMI Device Deployment

Neptune will be making a significant financial commitment to provide continuous LoRaWAN network coverage to the City of Griffin for the term of this AMI project. The City of Griffin acknowledges this commitment and in turn commits to the following schedule and volumes for meter deployment.

The City of Griffin also commits to working with Neptune on NaaS contract extensions beyond the initial term of this agreement as agreed upon by both parties.

SOFTWARE-AS-A-SERVICE AGREEMENT

Meter Deployment Schedule

Period Ending (Months)	Units (Cumulative Totals)
Twelve (12)	2,000
Twenty-four (24)	3,300
Thirty-six (36)	5,300
Forty-eight (48)	7,300
Sixty (60)	10,490

4. **Services Overview.** During the Term, at Neptune's sole expense, the Network Services will include:
- Ten (10) years of Network Service for each Active Sensor commencing with activation on the LoRaWAN network. Upon the eleventh anniversary of the execution of this agreement, the Network Service subscription term and pricing will be negotiated between Neptune and the City of Griffin, GA.
 - Project management including on-site visits as necessary.
 - All ongoing network operation expenses related to any Network elements including backhaul. Network propagation model assumes lease free access and power availability to Neptune.
 - 24 x 7 x 365 Network monitoring via our Network operations center.
 - Proactive monitoring and support.
 - Repair and/or replacement of gateways and other Network components.
 - Regular upgrades of network gateways.
 - Regular software updates of all network elements including the network server and gateway firmware.
 - The installation and maintenance of the meter Devices is not the responsibility of Neptune or the LoRaWAN subcontractor.
5. **Network Service Level Objectives:**
- Neptune will use commercially reasonable efforts to ensure that all Devices have the following Read Success Rate: 98.5% within the last 72 hours.
 - In addition to any event described above in Section 6, the following conditions shall not impact the Read Success Rate: 1) interruption of Network operation due to a lengthy power outage; 2) downtime for periodic system maintenance, firmware upgrades, or repairs of Network equipment up to a maximum of one day per month; 3) documented occasions where a Device is not communicating with the Network due to temporary obstructions such as cars, trash cans, or other obstructions or radio interference; and 4) documented occasions where a Device is not communicating with the Network due to Customer's failure to repair or replace any part of a Device after five days' notice from Neptune as documented in the Application.
 - In the event that system-wide service is disrupted or unavailable for an extended period of time as a result of Neptune's actions or inactions and Neptune fails to provide a suitable alternative for restoring the Network, Neptune shall ensure that meter data is collected by any means necessary, including, for example, by contracting for manual meter reading services at its sole and absolute cost.

SOFTWARE-AS-A-SERVICE AGREEMENT

6. **Support.** Support is ongoing as part of the Network Services. Response time objective are detailed below:

Severity	Description	Response Time
Critical	The problem is causing a total loss of Connectivity and successful transmission of signals from more than 50% of Active Sensors.	Within 4 hours following the reported issue
Major	The problem is causing a significant loss of connectivity and successful transmission of signals from more than 25% of Active Sensors.	Within 12 hours following the reported issue
Minor	The problem is causing some loss of connectivity and there is no immediate impact to the successful transmission of signals from Active Sensors.	By end of next business day following the reported issue

Neptune will provide the final resolution as promptly as is reasonably possible, depending on the severity of the issue and resource involved, consistent with its obligation to provide substantial up-time for this project.

7. Network Sharing and Support

Nothing in this Agreement shall preclude Neptune or Neptune's LoRaWAN subcontractor from using the Network to provide services for other 3rd party sensor applications to the City of Griffin and customers other than the City of Griffin within the Service Boundary.

- a) As part of this Agreement the City of Griffin agrees to provide access to the municipal assets defined in the Network Plan to allow Neptune and Neptune's LoRaWAN subcontractor to install and maintain the Gateway infrastructure as required for the contract Term.
- b) The City of Griffin agrees to provide access to power located at these municipal asset locations to support Gateway operation.
- c) The LoRaWAN Network Plan is based on gateway site locations as provided by the CUSTOMER. The Network Plan is based on installation of gateways on the below identified City and Utility assets.

SOFTWARE-AS-A-SERVICE AGREEMENT

- d) Neptune anticipates a LoRaWAN network consisting of seven (7) City or Utility provided assets for Gateway placement to meet the AMI solution requirements for the City of Griffin. The following City and Utility provided assets have been selected for gateway placement. (Additional sites may be used if necessary)

Name	Revised Heights 8/1/19	Latitude	Longitude
Coke	188	33.246214	-84.257997
Electric	75	33.266037	-84.25874
Pecan Dr	75	33.276003	-84.305406
Harry Simmons	120	33.251278	-84.288422
West Ellis Rd	75	33.265621	-84.326845
Williamson	118	33.220006	-84.310117
Zebulon Rd	75	33.21574389	-84.27950333

Neptune Technology Group Inc.


Signature

Name

VP- MARKETING

Title

Date _____

City of Griffin, GA

Apithia R Wan I
Signature

Cyothia Reid-WARD
Name

Chairperson

Date 11/11/2023

Attest: [Signature]
Kenay L. Smith, Secretary

(SEAL)

APPROVED AS TO FORM

THIS 27th DAY OF August, 2019

BY: Cynthia J. Whalen, III
August 19, 2019
CITY ATTORNEY

Confidential

Page 12 of 15

SOFTWARE-AS-A-SERVICE AGREEMENT

**ADDENDUM TO
MULTI-YEAR SOFTWARE-AS-A-SERVICE AGREEMENT
BETWEEN
CITY OF GRIFFIN, GEORGIA
AND
NEPTUNE TECHNOLOGY GROUP, INC.
FOR COMPLIANCE WITH O.C.G.A. §36-60-13**

This ADDENDUM, dated the ____ day of August, 2019, and executed contemporaneously with the Software-As-A-Service Agreement (hereafter the "Agreement") to which attached, shall amend and supersede the terms of said Agreement as provided herein:

1. **TERM:** This Agreement shall terminate absolutely and without further notice or obligation on the part of the City of Griffin (hereafter the "City") at Midnight on June 30, 2020, being the close of the City's fiscal year in which it was executed, and at the close of each succeeding fiscal year for which it may be renewed as provided in O.C.G.A. §36-60-13.
2. **FAILURE TO APPROPRIATE:** The City hereby certifies that it has made sufficient appropriation in its current Fiscal Year budget (ending June 30, 2020) to fund its obligations for the Initial Term and has the present intention to appropriate for and budget for future renewal terms; provided, however, this Agreement shall terminate immediately and absolutely at such time as appropriated and otherwise unobligated funds are no longer available to satisfy the obligations of the City therein.
3. **RENEWALS:** If the Agreement provides for renewal terms on a fiscal year basis, the Agreement shall automatically renew unless positive action (such as written notice of intent not to renew) is taken by the parties to not renew within the time specified therein.
4. **TOTAL OBLIGATION OF CITY:** The following schedule shall set forth the total financial obligation of the City¹ for each fiscal year of execution and for each anticipated renewal year thereafter:

Initial Term:	<u>\$ No Charge through June 30, 2020</u>
Renewal Year 1	<u>\$ 31,915.72</u>
Renewal Year 2	<u>\$ 31,915.72</u>
Renewal Year 3	<u>\$ 31,915.72</u>
Renewal Year 4	<u>\$ 31,915.72</u>
Renewal Year 5	<u>\$ 31,915.72</u>
Renewal Year 6	<u>\$ 31,915.72</u>

Pricing above is based on 10,648 AMI City meters and 13,802 AMR County meters.

¹ Total obligation should include any amounts that may be imposed should any contingency occur.

SOFTWARE-AS-A-SERVICE AGREEMENT

5. TITLE: Title to any goods, materials, equipment, supplies, or other personal property shall remain in the vendor until fully paid for by the City. The City is authorized to accept the title to real property, subject to a properly recorded deed to secure debt or security agreement and is authorized to transfer title back to the vendor or its assignee in the event this Agreement is not fully consummated.

6. PURPOSE AND ACKNOWLEDGEMENTS: The parties acknowledge that the underlying transaction evidenced by the Agreement and this Addendum constitutes the performance by the City of a governmental function and is entered to authorize acquisition of goods, materials, real and personal property, services, and supplies, in furtherance of a governmental purpose, and not a proprietary function or purpose. The parties further acknowledge that this transaction has not been approved by a majority of the qualified electors of the City voting in a referendum specially called for that purpose pursuant to the Constitution of Georgia's Debt clause.

7. LIMITED OBLIGATIONS OF CITY: The parties acknowledge that entering into the Agreement, pursuant this Addendum to comply with O.C.G.A. §36-60-13, shall be deemed to obligate the City, a Georgia municipal corporation, only for those sums payable during the fiscal year of execution or, in the event of a renewal by the City, for those sums payable in the individual fiscal year renewal term. No contract developed and executed pursuant to said Code section shall be deemed to create a debt of the City for the payment of any sum beyond the fiscal year of execution, or in the event of any renewal, beyond the fiscal year of such renewal.

8. CERTIFICATION BY CITY OF ELIGIBILITY TO ENGAGE IN MULTI-YEAR FINANCING OF LEASE/PURCHASE AGREEMENTS, PURSUANT TO O.C.G.A. §36-60-13: By executing the Agreement with this Addendum attached and made a part thereof, the undersigned officer, certifies he or she is duly authorized to execute this Agreement for and on behalf of said City, and further certifies that delivery of such contract, when added to the amount of debt incurred by the City, pursuant to Art. IX, Sec. V, Par. 1 of the 1983 Constitution of Georgia, will **NOT** exceed ten (10%) percent of the assessed value of all taxable property within such municipal corporation as shown on the most recent Tax Digest of Spalding County, Georgia, and will **NOT** violate the limitations set forth in O.C.G.A. §36-60-13(h). The Agreement, as modified by this Addendum, has not been the subject of a referendum which failed to receive approval of the voters of the municipality within the immediately preceding four calendar years. If this Agreement involves the acquisition of real property, the undersigned certifies that a public hearing was duly advertised and conducted, as required by law and in compliance with the Georgia Open Meetings Law.

Contractor: NEPTUNE TECHNOLOGY GROUP, INC.

By: 
Printed Name: Chuck BRUNSON
Title: VP- MARKETING

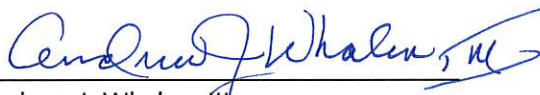
SOFTWARE-AS-A-SERVICE AGREEMENT

City of Griffin, Georgia

By: 
Cynthia Reid Ward, Chairperson

Attest: 
Kenny L. Smith, Secretary

Approved as to form:


Andrew J. Whalen, III
City Attorney

From: [Jason Wakeman](#)
To: [Robert Clark](#)
Cc: [Brandon M. Lewis](#); [Micheal Truelove](#); [Edries Rahman](#)
Subject: Re: Griffin Neptune 360 Estimate 17618 from Delta Municipal Supply Company, Inc.
Date: Wednesday, September 2, 2026 12:20:00 PM
Attachments: [image001.png](#)
[image002.png](#)
[image003.png](#)

Robert - the quote / pricing is still valid.

Let me know if you need anything else.

Thank you for the update!

Jason Wakeman
Delta Municipal Supply Co.
770-855-9364 (Mobile)
770-277-0211 (Office)

Sent from my iPhone

On Sep 2, 2026, at 11:57 AM, Robert Clark <rclark@cityofgriffin.com> wrote:

Jason,

This is going before our Board on 9/8/26 but the quote expired 30 days of submission. Can you confirm the quote is still valid or provide a new quote with the current date?

Thanks,



From: Jason Wakeman <Jason.Wakeman@deltamunicipal.com>
Sent: Thursday, July 2, 2026 10:54 AM
To: Robert Clark <rclark@cityofgriffin.com>
Cc: Edries Rahman <edries@deltamunicipal.com>
Subject: Fwd: Griffin Neptune 360 Estimate 17618 from Delta Municipal Supply Company, Inc.

Robert - Please see the attached quote for Griffins Neptune 360 Software Annual Renewal.

Remind me - does this have to go to Commission for Approval & you will send us a Contract Amendment drafted by the City Attorney for this next year?

Jason Wakeman
Delta Municipal Supply Co.
770-855-9364 (Mobile)
770-277-0211 (Office)

Sent from my iPhone

Begin forwarded message:

From: Micheal Truelove <mtruelove@deltamunicipal.com>
Date: July 2, 2026 at 10:34:19 AM EDT
To: Jason Wakeman <Jason.Wakeman@deltamunicipal.com>
Subject: Griffin Neptune 360 Estimate 17618 from Delta Municipal Supply Company, Inc.

To Customer :

Please review the attached quote. Feel free to contact us if you have any problems or questions. Product literature and information is available on our website. We look forward to working with you.

Delta Municipal Supply Company, Inc.

408 Jesse Cronic Road
Braselton, GA 30517

Phone: 770-277-0211
Fax: 770-277-2412
Toll Free: 1-800-273-0574

www.deltamunicipal.com



408 Jesse Cronin Road
Braselton, GA 30517

Date	Quote #
7/2/2026	17618

Bill To
City of Griffin Accounting Dept. P.O. Box 'T' Griffin, GA 30224-1158 ** EMAIL INVOICES **

Ship To
Griffin Water Dept. 700 Beck St. Griffin, GA 30224 Doug White

Your No.	Terms	Rep	FOB	Ship Via
Pending	Net 30 Days	H	Destination	Best Way

Quantity	Description	Unit Price	Total
1	Neptune 360 - AMI Annual Software as a Service - 13,671 Services @ \$2.29	31,306.59	31,306.59
1	Neptune 360 - AMR Annual Software as a Service - 13,087 Services @ \$.92	12,040.04	12,040.04
	Contract Dates: 08/01/2026 - 07/31/2027		

	Subtotal	\$43,346.63
	Sales Tax (0.00)	\$0.00
	Total	\$43,346.63

WE APPRECIATE YOUR BUSINESS! Please contact our office with any questions regarding this quote. Pricing Subject to Change. Standard Quotes are valid for 30 Days. Copper Quotes are valid for 24 hours.

Phone: 770-277-0211 Fax: 770-277-2412 Toll Free: 1-800-273-0574

"We Supply Service"

**2026 AMENDMENT TO
MULTI-YEAR SOFTWARE-AS-A-SERVICE AGREEMENT
BETWEEN
CITY OF GRIFFIN, GEORGIA
AND
NEPTUNE TECHNOLOGY GROUP, INC.
DATED AUGUST 19, 2019**

WHEREAS, the City of Griffin (“Customer”) and Neptune Technology Group, Inc. (“Neptune”) (collectively, “Parties”) are parties to a Multi-Year Software-As-A-Service Agreement effective August 19, 2019 (hereinafter, “Agreement”) whereby Neptune agreed to provide Customer with software, related documentation, and support for a specified number of AMI and AMR meters at a total cost of \$31,915.72 for a period up to six years;

WHEREAS, the Parties mutually desire to extend the term of the Agreement for a seventh year, provided that Neptune is permitted to increase the pricing per unit;

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

1. CUSTOMER’S METER/SOFTWARE NEEDS:

Neptune agrees to provide Neptune 360 – Advanced AMI Annual Software as a Service to the City of Griffin for up to 13,087 AMR meters and 13,671 AMI meters.

2. TOTAL OBLIGATION OF THE CITY:

Based upon the total number of meters listed in Section 1 of this Amendment and the new unit rate structure proposed by Neptune, the total obligation of the City for Renewal Year 7 (August 1, 2026 through July 30, 2027) shall be \$43,346.63

3. BILLING BY DELTA MUNICIPAL SUPPLY:

Any payment owed by Customer to Neptune may be satisfied by payment issued to Delta Municipal Supply, as agent of Neptune, upon receipt of an invoice for services provided pursuant to the Agreement, as amended.

[CONTINUED ON FOLLOWING PAGE]

4. ALL OTHER TERMS REMAIN UNCHANGED & IN FULL FORCE & EFFECT:

Except as modified by this Amendment, the Agreement and Addendum shall remain unchanged. All other terms and conditions shall remain in full force and effect.

Upon execution by both Parties, this Amendment shall be retroactively effective as of August 1, 2026.

CITY OF GRIFFIN (“Customer”)

NEPTUNE TECHNOLOGY GROUP, INC.

Douglas S. Hollberg
Mayor

Attest:

Jessica W. O’Connor, Secretary

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

DocuSigned by:
Jason Constantino 8/10/2026
E38AE00052C24B6

Printed Name: Jason Constantino
Title: Chief Financial Officer

AGENDA ITEM SUMMARY

ITEM SUMMARY:

Consider a Memorandum of Agreement with Georgia Department of Transportation for the installation of electric infrastructure that includes, light poles, utility poles and lighting fixtures. The project will stretch from 8th St to the Veterinarian Clinic on Hwy16. *Electric Director, Jason Crane, will address.*

SPECIAL CONSIDERATIONS OR CONCERNS:

Georgia Department of Transportation requires an MOA be signed before a work permit can be issued. Project will be considered as phase 3 in an effort to install new lighting infrastructure from the city limits East and West on Hwy16. Due to cost, Griffin Electric plans to complete the overall project within 5 phases. GDOT requires an executed MOA for each phase.

STAFF RECOMMENDATION:

Staff recommends approval.

FINANCIAL IMPACT:

Project budgeted in the FY27 budget.

Submitted By:

Jason Crane

Meeting Date:

08/09/2026

ATTACHMENTS:

[MOA_GDOT-COG_Hwy16 Lighting.pdf](#)

MEMORANDUM OF AGREEMENT

FOR

**ROADWAY LIGHTING ON STATE ROUTE 16 from 8TH STREET to A POINT
0.38 MILES WEST OF HARLOW AVENUE, GRIFFIN, GA., SPALDING COUNTY**

CONSISTING OF

Thirty-five (35) new 211W LED luminaires on three (3) new aluminum poles, twenty-two (22) new wooden poles, ten (10) existing wooden poles and by Permit No. U-255-019469-3 along State Route 16, from 8th Street to a point 0.38 miles west of Harlow Avenue, Griffin, GA, Spalding County.

BETWEEN

City of Griffin, acting by and through its City Council, hereinafter called the **CITY**, and the Department of Transportation, an agency of the State of Georgia, hereinafter called the **DEPARTMENT**.

RELATIVE TO

The **CITY** is requesting to install thirty-five (35) new 211W LED luminaires on three (3) new aluminum poles, twenty-two (22) new wooden poles, ten (10) existing wooden poles and by Permit No. U-255-019469-3 along State Route 16, from 8th Street to a point 0.38 miles west of Harlow Avenue, Griffin, GA, Spalding County.

I. IT IS THE INTENTION OF THE PARTIES:

A. That the **CITY**, only to the extent that it may be bound by contracts that may hereafter be entered into, shall be responsible for the following:

1. The **CITY** shall Install, Locate, Provide the Energy, Operate, Maintain and Design additional roadway/pedestrian lighting in accordance

with the Georgia Department of Transportation's Design Policy Manual, for thirty-five (35) new 211W LED luminaires on three (3) new aluminum poles, twenty-two (22) new wooden poles, ten (10) existing wooden poles and by Permit No. U-255-019469-3 along State Route 16, from 8th Street to a point 0.38 miles west of Harlow Avenue, Griffin, GA, Spalding County.

2. The **CITY**, in its operation and maintenance of the lighting systems, shall not in any way alter the type or location of any of the various components which make up the entire lighting system without prior written approval from the **DEPARTMENT**.

3. The **CITY** shall at all times indemnify and save harmless the **DEPARTMENT** and the State of Georgia, to the extent allowed by law, from any and all responsibility for damages or liability, or both, which may result from the installation, construction, reconstruction, operation, maintenance or repair, or any combination of any of the foregoing.

4. The **CITY** assumes full responsibility for the requirements of the Georgia Utility Facility Protection Act.

II. IT IS FURTHER AGREED, that the **DEPARTMENT**, only to the extent that it may be bound by contracts which may hereafter be entered into, shall reserve the right to remove the aforementioned lighting upgrades in the event that the **CITY** elects to de-energize or fails to properly maintain any individual component within the systems or the complete system(s) including poles, mast arms, luminaires, foundations and associated wiring. In addition, the **DEPARTMENT** reserves the right, at its sole

discretion, to remove or replace any lighting upgrades where the public safety is at any time compromised by the actions or inactions of the **CITY**.

III. IT IS FURTHER AGREED, that this Agreement shall remain in effect for a period of fifty (50) years.

IV. IT IS FURTHER AGREED, the covenants herein contained shall, except as otherwise provided accrue to the benefit of and be binding upon the successors and assigns of the parties hereto.

This document is a **Memorandum of Agreement** expressing the present intentions of the parties. Nothing contained herein shall require the undertaking of any act, project, study, analysis, or any other activity by any party until a contract for such activity is executed. Nor shall this document require the expenditure of any funds by any party until a contract authorizing such expenditure is executed.

However, nothing contained herein shall be construed to prohibit any party's undertaking any act, project, study, analysis, or any other activity, which the party is required by law to contract to undertake as part of any other program, which fulfills some function shown herein as intended to be performed by the party undertaking such act, project, study, analysis, or any other activity.

IN WITNESS WHEREOF, the parties hereto have executed this **Memorandum of Agreement** to be executed by their duly authorized officials, and their respective seals attached hereto.

Signed and delivered
this _____ day of _____,
202_, in the presence of:

GEORGIA DEPARTMENT OF TRANSPORTATION

STATE UTILITIES ENGINEER

WITNESS

REQUESTED BY: CITY OF GRIFFIN, GEORGIA

BY: _____
TITLE: Mayor

BY: _____
WITNESS

BY: _____
NOTARY PUBLIC
My Commission Expires: _____

(OFFICIAL SEAL-CITY OF GRIFFIN, GA.)

SWORN TO AND SUBSCRIBED BEFORE
ME ON THIS _____ DAY OF _____,
202_.

This Agreement approved by the
City Council at a meeting
held at _____ on
the ____ day of _____, 202_.

Attest:

BY: _____
Secretary

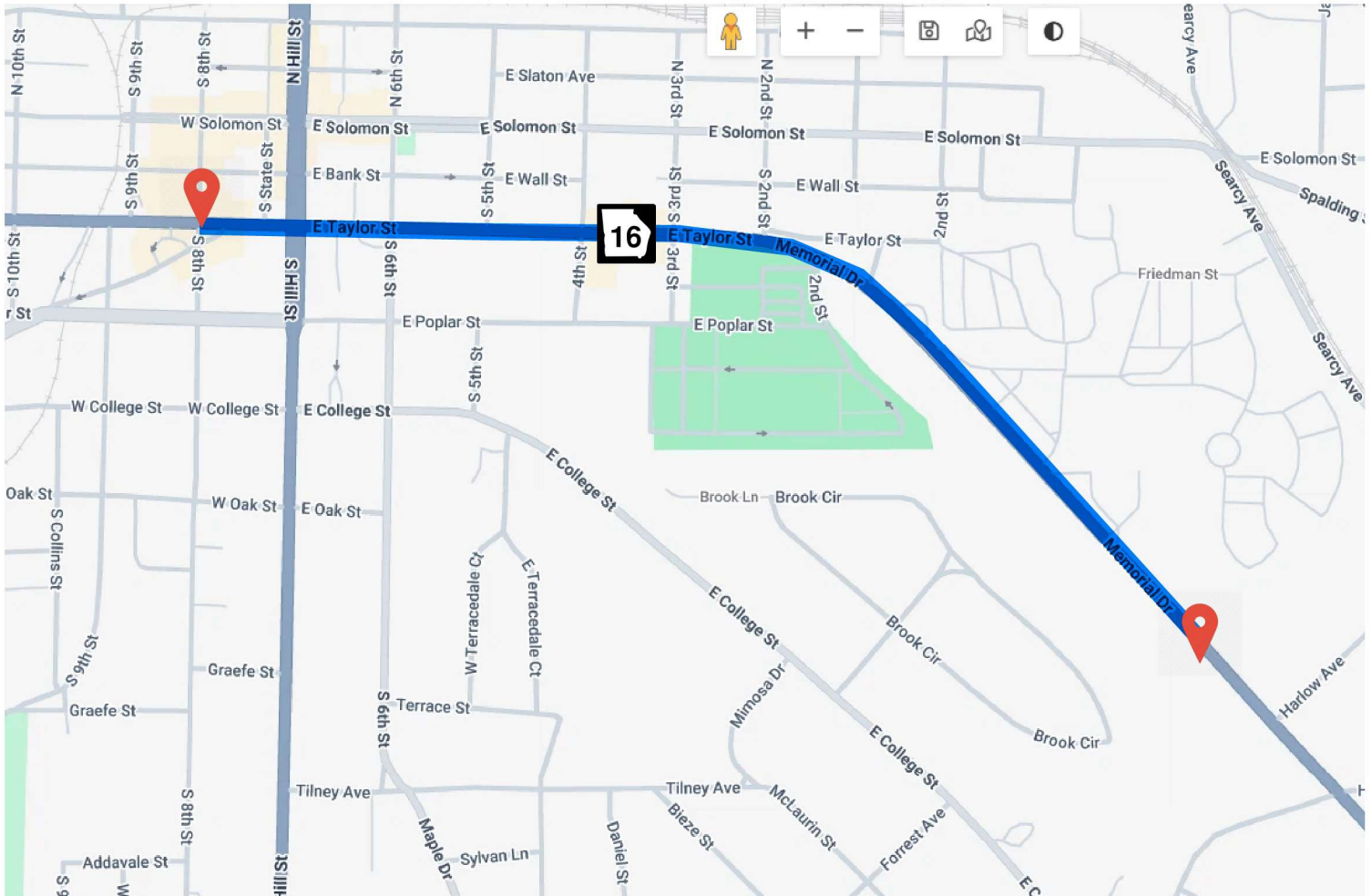
Approved as to Form:

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

8/5/2026 KH

City of Griffin, SR 16

Install thirty-five (35) new 211W LED luminaires on three (3) new aluminum poles, twenty-two (22) new wooden poles, ten (10) existing wooden poles along State Route 16, from a 8th Street to a point 0.38 miles west of Harlow Avenue, Griffin, GA, Spalding County.



AGENDA ITEM SUMMARY

ITEM SUMMARY:

Consider an Amendment to the City's Agreement with Power DMS by NeoGOV in the amount of \$6,640.10 for purposes of adding additional annual licenses of the PowerDMS PowerPolicy software subscription for use by the City of Griffin Fire Department. *Fire Chief, John Hamilton, will address.*

SPECIAL CONSIDERATIONS OR CONCERNS:

The Griffin Fire Department is seeking to add 80 licenses, along with the Center for Public Safety Excellence (CPSE) accreditation module, to the City's PowerDMS Platform. The PowerDMS System is used by the Griffin Police Department in relation to policy and training management. Griffin Fire Rescue will utilize PowerDMS to manage digital records and acknowledgments of departmental policies and response guidelines which will be available to personnel at any time. This will allow the Fire Department to track and ensure our policies are aligned with national accreditation standards.

By amending the City's current contract with PowerDMS, which was renewed in January 2026, the City will align renewals for all NeoGOV products for the Griffin Police Department and Griffin Fire Department through August 31, 2027, reducing administrative overhead and establishing a single operational standard across public safety departments.

This Amendment provides the Fire Department with licenses for one year at a rate of \$6,640.10. All other terms, including costs, related to the Griffin Police Department remain unchanged.

STAFF RECOMMENDATION:

Staff recommends approval.

FINANCIAL IMPACT:

The \$6,640.10 expense was not budgeted by the Fire Department for FY27. This will be addressed on the quarterly housekeeping budget amendment.

Submitted By:

Kelsey Carden

Meeting Date:

08/09/2026

Reviewed By:

Jessica O'Connor

ATTACHMENTS:

[FOR AGENDA - PowerDMS - Griffin \(Add Fire Dept\) 9.1.26.pdf](#)

**AMENDMENT TO NEOGOV SERVICES AGREEMENT BETWEEN
CITY OF GRIFFIN AND GOVERNMENTJOBS.COM, Inc. (D/B/A NEOGOV)
DATED SEPTEMBER 10, 2024**

WHEREAS, the City of Griffin (“City”) and Governmentjobs.com, Inc. d/b/a NEOGOV (“NEOGOV”) (collectively, “Parties”) are parties to the NEOGOV Services Agreement for PowerDMS dated September 10, 2024 (“Agreement”) whereby NEOGOV will provide the City with certain PowerDMS software subscription and training services pursuant to authorized Order Forms;

WHEREAS, the Parties executed a Renewal of the NEOGOV Services Agreement by execution of Order Q-430365 on January 13, 2026 for purposes of adding PowerPolicy by NEOGOV and establish a streamlined renewal to align renewal of all NeoGOV products for the City of Griffin Police Department through August 31, 2027;

WHEREAS, the City desires to expand its PowerDMS subscription and training services for NEOGOV for use by the City of Griffin Fire Department;

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

1. **APPROVAL OF Q-505846:** The Parties agree to amend the Agreement, attached and incorporated as Exhibit “B,” for purposes of adding the NEOGOV Products provided in Order Q-505846 for use by the City of Griffin Fire Department, attached and incorporated as Exhibit “A” to this Amendment.
2. **COLLECTIVE BILLING & TOTAL OBLIGATION OF CITY OF GRIFFIN:** All NEOGOV Products, including those renewed via Order Q-430365 on January 13, 2026 and those added by approval of Order Q-505846 via this Amendment shall be submitted on one bill/invoice for payment by City of Griffin. The total obligation of the City on September 1, 2026 shall be \$21,453.08 (\$14,812.98 (Q-430365), \$6,640.10 (Q505846)).
3. **AFFIRMATION OF OTHER CONTRACT TERMS:** Except as otherwise modified by this Amendment, the Agreement, 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

Douglas S. Hollberg, Mayor

Attest:

Jessica W. O'Connor, Secretary

Approved as to Form:

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

NEOGOV

Brian Gelston

A4D2736519A94EE...

Name: Brian Gelston

Title: Revenue Accounting Manager

Date: 9/1/2026 | 8:08:42 AM PDT

NEOGOV LEGAL
KS
9:07 am, Sep 01 2026



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



THIS IS NOT AN INVOICE

Contract Records		Order Details	
Account Number:	A-796	Order #:	Q-505846
Customer:	City of Griffin - Police (GA)	Valid Until:	
Effective Employee Count:	204		
Sales Rep:	Dwayne Sheppard		
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:	770-233-2929	Shipping Phone:	770-233-2929
Payment Terms			
Payment Term:	Net 30	Notes:	
PO Number:			
Subscription Service			

Add Fire Department

Item	Type	Start Date	End Date	Qty.	Price	License Type	Total (USD)
PowerPolicy Professional Subscription	Recurring	9/10/2026	8/31/2027	80	\$1,881.49	User Count Based	\$1,838.10
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	9/10/2026	8/31/2027	80	\$0.00	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.							
PowerPolicy SSO	Recurring	9/10/2026	8/31/2027	80	\$309.70	User Count Based	\$302.56
Single Sign on Service. Quantity reflects number of authorized user licenses for the software-as-a-service subscription.							
PowerPolicy Site Connection Fee	Recurring	9/10/2026	8/31/2027	204	\$1,198.60	Employee Based	\$1,170.96
PowerDMS Standards for CPSE/CFAI Fire & Emergency Service	Recurring	9/10/2026	8/31/2027	1	\$1,150.00	Quantity Based	\$1,123.48
Attach proofs to show compliance with CPSE/CFAI Standard, assign assessment tasks, track revisions, and status-based grading.							
CPSE/CFAI Manual	Recurring	9/10/2026	8/31/2027	1	\$0.00	Quantity Based	\$0.00



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



Item	Type	Start Date	End Date	Qty.	Price	License Type	Total (USD)
PowerPolicy Professional Setup	Services			93	\$2,205.00	Employee Based	\$2,205.00
This package includes implementation services to ensure a successful setup and launch of PowerPolicy. An Implementation Consultant will be assigned to work with the customer's project leader and includes: Kickoff Call, Technical Set Up (User Import / SSO - if purchased), Document Upload Service, Group Structure Setup/Training, Workflow Setup/Training, Document Functionality Training, Training Module Setup/Training (if purchased), Standards Setup/Training (if purchased), and a Rollout Prep call. Once Implementation is complete, the customer will be transitioned to their Customer Success Manager.							
PowerStandards Setup	Services			1	\$0.00	Quantity Based	\$0.00
LiteAccred / Standards Implementation service for the setup of Accreditation purchases. Typically used for Standards Only purchases. An Implementation Consultant will be assigned to work with the customer's project leader and includes: Kickoff Call, Technical Set Up (User Import / SSO - if purchased), Document Upload Service, Group Structure Setup/Training, Standards Setup/Training, and a Rollout Prep call. Once Implementation is complete, the customer will be transitioned to their Customer Success Manager.							
Add Fire Department TOTAL:							\$6,640.10
Total: \$6,640.10							

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 Order Form 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 between the parties. Unless otherwise agreed in a written agreement between GovernmentJobs.com, Inc. (d/b/a NEOGOV) and Customer, this Order Form and the services provided hereunder are subject to the terms and conditions set forth in the NEOGOV Services Agreement between the City of Griffin (GA) and NEOGOV dated as of September 10, 2024, as amended (the "Agreement").

Find a copy of our [W-9 here](#).

Special Condition:



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



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

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

Signature: _____

Printed Name: Douglas S. Hollberg

Title: Mayor

Date _____

Accepted and Agreed By Authorized Representative of:

NEOGOV

Signed by:

Brian Gelston

Signature: A4D2736519A94EE...

Printed Name: Brian Gelston

Title: Revenue Accounting Manager

Date 9/1/2026 | 8:08:42 AM PDT

NEOGOV LEGAL
KS
9:08 am, Sep 01 2026

Attest:

Jessica W. O'Connor, Secretary

Approved as to Form:

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



1 800.749.5104
2120 Park Pl. Suite 100
El Segundo, CA 90245



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)	Shipping Contact:	City of Griffin - Police (GA)
Billing Address:	Gibb Cotton 100 South Hill Street Attn: ITC, 4th Floor Griffin, GA 30223	Shipping Address:	Gibb Cotton 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
PO Number:			Short term to sync
			Combine all subscriptions to one order.
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



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:

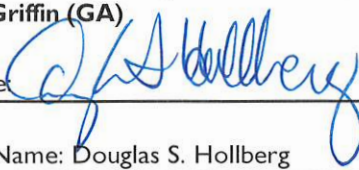
Your signature below constitutes acceptance of terms herein and contractual commitment to purchase the items listed above.



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

NEO GOV

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

Signature: 

Printed Name: Douglas S. Hollberg

Title: Mayor

Date

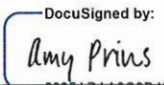
Attest:


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:
NEO GOV

Signature: 

DocuSigned by:

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Printed Name: Amy Prins

Title: Director of Customer Renewals

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



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

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 of its users 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 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 Data 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, NON-INFRINGEMENT 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 COMMERCIALY 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.

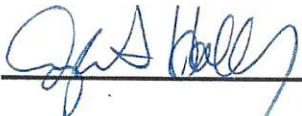
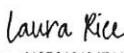
- iii) Exclusive Remedy. This Section provides the exclusive remedy for any intellectual property infringement claims or damages against NEOGOV.
 - c) Indemnification Procedures. In order to receive the indemnities described hereunder, the indemnified party must: (i) promptly notify the indemnifying 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-NEOGO 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.

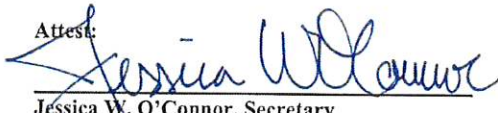
- f) Assignment. Customer may not assign this Agreement without the express written approval of NEOGOV. Any attempt at assignment in violation of this Section shall be null and void.
- g) Construction. The parties intend this Agreement to be construed without regard to any presumption or rule requiring 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		GovernmentJobs.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:		DocuSigned by:  418B916484744BA...
Print Name:	Douglas S. Hollberg, Mayor	Print Name: Laura Rice
Date:	9.10.2024	Date: 9/3/2024 12:10:19 PM PDT

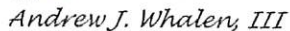
NEO GOV LEGAL
KS
2:50 pm, Sep 03 2024

Attest:



Jessica W. O'Connor, Secretary

Approved as to Form:



Andrew J. Whalen, III, City Attorney

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 it 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

NEGOV 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, including all 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 right or 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 whole or 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 agrees to 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, STRICT LIABILITY, 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 ARE FORESEEABLE 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.

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*”).

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 2018 ("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 directly applicable to NEOGOV in the provision of its Services under the Services Agreement. The parties agree that with 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 Personal 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 fulfillment 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 FADP 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

Schedule 1 - Standard Contractual Clauses

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 Union⁴ (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 safeguards¹²;
 - 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:

<u>Sub-Processor</u>	<u>Use</u>	<u>NEOGOV or PowerDMS Products</u>
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 a Resolution to amend the City of Griffin's Fiscal Year 2026-2027 Operating & Capital Budget to provide the annual allocation to the Downtown Development Authority for property acquisition in the amount of \$500,000.00. *Assistant City Manager of Development Services, Kelsey Carden, will address.*

SPECIAL CONSIDERATIONS OR CONCERNS:

Since 2023, City of Griffin has approved an annual capital allocation to the Downtown Development Authority for property acquisition in order to redevelop property within the DDA area. However, at the time the Fiscal Year 2027 Budget was locked, TAD 1 revenue collection was inexplicably down, so the property acquisition allocation was removed. On May 15, 2026, the Spalding County Tax Commissioner notified the City that, due to a software error, the TAD 1 and TAD 2 funds which should have been disbursed to the City were placed into the wrong accounts. On May 28, 2026, the City received a check from Spalding County for \$610,522.07, and the Finance Department transferred an additional \$227,857.85 in order to fully rectify the Tax Commissioner's software error with TAD 1 and TAD 2. In light of this update, Staff is recommending that the agenda be amended to allocate \$500,000 from TAD 1 to DDA for property acquisition in order to redevelop property within the DDA area.

STAFF RECOMMENDATION:

Staff recommends approval.

FINANCIAL IMPACT:

\$500,000 will be transferred from TAD 1 into the Capital Sites Expense in the Downtown Development Authority Fund for Fiscal Year 2027.

Submitted By:

Kelsey Carden

Meeting Date:

08/09/2026

Reviewed By:

Jessica O'Connor

ATTACHMENTS:

[AGENDA ITEM 20260908 DDA Property Acquisition BA.pdf](#)

RESOLUTION

A RESOLUTION TO AMEND THE FISCAL YEAR 2026-2027 OPERATING & CAPITAL BUDGET IN THE AMOUNT OF \$500,000.00

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

WHEREAS, on June 9, 2026, the Board of City Commissioners adopted the Fiscal Year 2026-2027 Operating & Capital Budget; and

WHEREAS, the Board of City Commissioners approve amending the City of Griffin's TAD Fund and DDA Fund Fiscal Year 2026-2027 Operating and Capital Budgets by reallocating \$500,000.00 for Capital Site Expense in the Downtown Development Authority Fund for Fiscal Year 2027, for the purpose set forth below; and

BE IT RESOLVED by the Board of City Commissioners this 8th day of September, 2026, that the Fiscal Year 2026-2027 Operating & Capital Budget be, and is hereby, amended in the amount of \$500,000.00 as follows:

DOWNTOWN DEVELOPMENT AUTHORITY FUND

INCREASE EXPENSE

953-6555-54-1100-0000	Capital Sites	500,000.00
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INCREASE TRANSFERS IN

953-0000-39-1230-0000	Transfers In from TAD 1 Fund	(500,000.00)
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TAD 1 FUND

INCREASE TRANSFERS OUT

271-0000-61-1030-0000	Transfers Out to DDA Fund	500,000.00
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Douglas Hollberg, Mayor

Jessica O'Connor, Secretary

AGENDA ITEM SUMMARY

ITEM SUMMARY:

Consider a Resolution authorizing the City Attorney and designated special counsel, now litigating claims of damages from PFAS contamination of the Flint River, to negotiate settlement with certain named defendants in said action, and for other purposes. *City Attorney Drew Whalen will address.*

SPECIAL CONSIDERATIONS OR CONCERNS:

Since 2023, the City has retained outside environmental counsel to investigate and pursue claims against entities, known or believed, to manufacture or use PFAS in their various processes, the presence of which is a contaminant now found in the Flint River above the City's drinking water intakes. Suit was filed earlier this year; attorneys for several of the smaller entities involved, or entities believed to be minor contributors, have expressed interest in negotiating a settlement in order for their clients to obtain a Release and Dismissal. Any and all settlements will be deemed confidential until such time as the full case is resolved.

STAFF RECOMMENDATION:

Staff recommends approval.

FINANCIAL IMPACT:

N/A

Submitted By:

Andrew Whalen

Meeting Date:

08/09/2026

Reviewed By:

Jessica O'Connor

ATTACHMENTS:

[2026-09-01 Griffin Resolution for settlements.pdf](#)

**RESOLUTION CONCERNING SETTLEMENTS OF GRIFFIN'S LAWSUITS ABOUT
PFAS IN GRIFFIN'S WATER SUPPLY**

WHEREAS, the **CITY OF GRIFFIN, Georgia** (hereinafter "GRIFFIN") is a City formed and organized pursuant to the Constitution and laws of the State of Georgia; and

WHEREAS, GRIFFIN has been harmed by misfeasance, nonfeasance, and malfeasance committed by certain entities that manufactured, used, purchased, sold, supplied, disturbed, discharged, and/or utilized PFAS as part of their business operations upstream from GRIFFIN's water intake and/or water supply; and

WHEREAS, on August 8, 2023, GRIFFIN engaged attorneys to investigate, analyze, and advise as to how GRIFFIN should proceed to protect its water and seek damages to clean its water from pollutants placed in the wastewater system by certain entities manufactured, used, purchased, sold, supplied, disturbed, discharged, and/or utilized PFAS as part of their business operations into the wastewater system through the sewer, ground seepage, leaching, overflows, or other methods of disposal of its wastewater that ultimately entered into GRIFFIN's water intake and /or water supply system; and

WHEREAS, on October 10, 2023, City Manager, Jessica O'Connor, on behalf of GRIFFIN, authorized the GRIFFIN file to be transferred to Davis Lucas Carter, LLP, to continue to have J. Anderson Davis of said law firm represent GRIFFIN, the same lawyer who had been authorized to proceed to act on behalf of GRIFFIN in August 2023;

WHEREAS, on April 13, 2026 , a lawsuit was filed by the CITY OF GRIFFIN, styled: *CITY OF GRIFFIN, Georgia versus 3M Company, Atlas Roofing Corporation of Mississippi, Clorox Manufacturing Company, Daikin America, Inc.; E.I. DU Pont De Nemours and Company; DuPont De Nemours, Inc., Corteva, Inc.; the Chemours Company; the Chemours Company FC, LLC; Aladdin Manufacturing Corporation; Mohawk Carpet, LLC; Mohawk Industries, Inc. et.al...*; Superior Court of Clayton County, State of Georgia, Civil Action File No. 2026CV01325-10, and was later removed to United States District Court, Civil Action File No. 1:26- cv-02748-TRJ, and subsequently transferred to AFFF Products Liability Litigation MDL No. 2873 (hereinafter "*GRIFFIN lawsuit*"), against the defendants that manufactured, used, purchased, sold, supplied, distributed, discharged, and/or utilized PFAS as part of their business operations affecting GRIFFIN's water intake and/or water supply; and

WHEREAS, the Mayor and City Commission desire to authorize the Attorneys, J. Anderson Davis of the law firm of Davis Lucas Carter, LLP, Jeffrey E. Friedman of the law firm Friedman, Dazzio & Zulanas, P.C., and/or Andrew J. Whalen, III of The Whalen Law Firm, LLP to negotiate, effectuate, formalize, finalize and/or otherwise agree to settlements with any liability Defendants or potential Defendants in the *GRIFFIN lawsuit* or any other case involving water and wastewater claims for GRIFFIN (the *Lawsuit*"); and to execute any and all necessary settlement documents to effectuate, formalize and/or finalize any of the potential settlements and/or agreements described on the CITY OF GRIFFIN, Georgia's behalf; and

WHEREAS, the Mayor and City Commission hereby resolve to allow the Attorneys, J. Anderson Davis, Jeffrey E. Friedman, and/or Andrew J. Whalen, III within their discretion and consultation with the City Manager, Jessica O'Connor, to handle, negotiate, effectuate, formalize and finalize any and all settlements, and corresponding dismissals, with Defendants, or potential Defendants, in the Lawsuit; and

WHEREAS, the Attorneys, J. Anderson Davis, Jeffrey E. Friedman, and/or Andrew J. Whalen, III and the City Manager will continue to keep the Mayor and City Commission advised of the progress of litigation, and report in Executive Session, within attorney-client communications, negotiations in mediations and with Defendants, and continue to provide legal advice, strategy, and mental impressions of the ongoing litigation, and the Mayor and City Commission would consider any Settlement Agreements at a public meeting, and approved, agreed, and ratify the efforts and actions of the Attorneys, J. Anderson Davis, Jeffrey E. Friedman, and/or Andrew J. Whalen, III and the City Manager to reach any and all settlements with any and all Defendants; and

WHEREAS, the Mayor and City Commission hereby resolve, adopt, approve and ratify the efforts and actions the Attorneys, J. Anderson Davis, Jeffrey E. Friedman, and/or Andrew J. Whalen, III and the City Manager in reaching any settlement in principle with any and all Defendants, and authorize the City Manager to execute any and all documents necessary to reach a resolution with any and all Defendants; and

WHEREAS, GRIFFIN, like many cities and counties with public water operations around the country, received, and continues to receive, notices of settlement agreements in a case pending, and identified as *In re: Aqueous Film-Forming Foams Products Liability Litigation*, in the United States District Court of the District of South Carolina, Charleston Division, MDL No. 2:18-mn 02873-RMG ("AFFF Litigation"), and in accordance with a Resolution of CITY OF GRIFFIN, and authorization by the Mayor and City Commission, has opted out of any settlements in the AFFF Litigation, including, but not limited to Settlements by 3M Company, The Chemours Company, The Chemours Company FC, LLC, DuPont de Nemours, Inc., Corteva, Inc., E. I. DuPont de Nemours and Company n/k/a EIDP, Inc., BASF Corporation, and Tyco Fire Products, LP, and will continue to opt out of any settlements in the AFFF Litigation; and

WHEREAS, the Mayor and City Commission have resolved and authorized such opt outs of the AFFF Litigation, and hereby ratify all such agreements, and hereby authorize the City's Counsel and/or the City Manager to continue to pursue resolution in the Lawsuit, and to continue to opt out of any settlements in the AFFF Litigation, and to execute any and all necessary documents to effectuate, formalize and/or finalize any of the potential settlements, opt outs, and/or agreements described, on the CITY OF GRIFFIN, Georgia's behalf.

NOW THEREFORE, BE IT ORDAINED BY THE MAYOR AND COMMISSION OF THE CITY OF GRIFFIN, GEORGIA

Section 1. That the Mayor and City Commission hereby authorize, approve, ratify, and instruct Attorneys, J. Anderson Davis, Jeffrey E. Friedman, and/or Andrew J. Whalen, III, within their discretion and upon consultation with the City Manager, Jessica O'Connor, to negotiate,

effectuate, formalize, finalize and/or otherwise agree to any and all settlements with any Defendants, or potential Defendants, in the *GRIFFIN lawsuit* or any other case, and the Lawsuit.

Section 2. That the Mayor and City Commission hereby authorize and ratify, *nunc pro tunc*, any and all opt outs of any settlements in the AFFF Litigation, including, but not limited to Settlements by 3M Company, The Chemours Company, The Chemours Company FC, LLC, DuPont de Nemours, Inc., Corteva, Inc., E. I. DuPont de Nemours and Company n/k/a EIDP, Inc., BASF Corporation, and Tyco Fire Products, LP, and hereby authorize the City's Counsel, J. Anderson Davis, or his designee, or the City Manager, to continue to opt out of any settlements in the AFFF Litigation.

Section 3. That the Mayor and City Commission hereby authorize the Attorneys, J. Anderson Davis, Jeffrey E. Friedman, and/or Andrew J. Whalen, III and the City Manager, Jessica O'Connor, to execute any and all necessary settlement documents to effectuate, formalize and/or finalize any of the settlement agreements, on behalf of the CITY OF GRIFFIN, Georgia. Further the Mayor and City Commission also authorize Attorney J. Anderson Davis to deposit funds into the Davis Lucas Carter, LLP IOLTA Trust Account and from such funds pay such attorney fees as contemplated and reimburse any expenses of litigation for the prosecution of the case, pursuant to the CITY OF GRIFFIN Representation Agreement for Water Litigation originally entered into, signed and officially approved on August 8, 2023, and subsequently approved, authorized, and ratified to continue with J. Anderson Davis at his law firm of Davis Lucas Carter, LLP.

Section 4. That the Mayor and City Commission hereby authorize the Attorneys, J. Anderson Davis, Jeffrey E. Friedman, and/or Andrew J. Whalen, III and the City Manager, Jessica O'Connor, to execute any and all necessary settlement documents to effectuate, formalize and/or finalize a Settlement Agreement with any and all Defendants, on behalf of the CITY OF GRIFFIN, Georgia.

Section 5. That it is found and determined that all formal actions of the City Commission relating to the adoption of this resolution were adopted in an open meeting of the City Commission, and that all deliberations of this City Commission and any of its committees that resulted in such formal action were in meetings open to the public, in compliance with all legal requirements.

Section 6. This Resolution is hereby declared to be necessary for the preservation of the public health, welfare and safety of the citizens of the **CITY OF GRIFFIN, Georgia.**

SO RESOLVED, this 8th day of September, 2026.

CITY OF GRIFFIN, GEORGIA

Douglas S. Hollberg, Mayor

Attest: _____
Jessica W. O'Connor, Secretary

(SEAL)

AGENDA ITEM SUMMARY

ITEM SUMMARY:

Consider a claim for Wrongful Death of Malcom Freeling by Jasmine Freeling, as set forth in purported Ante Litem Notice from Morgan & Morgan, dated August 11, 2026, as received on August 17, 2026. *City Attorney Drew Whalen will address.*

SPECIAL CONSIDERATIONS OR CONCERNS:

The letter states Mr. Freeling died on July 11, 2026, after being shot while attending an event in the City's Raymond Head Park. The letter fails to state any act or omission by the City of Griffin, its officers or employees, which caused or contributed to his being shot and resulting death. At this time, 4 persons have been arrested and charged with Murder and other criminal offenses for discharging firearms in or near the Park while the event was occurring. A demand is made in the amount of \$1,500,000 for medical expenses, pain and suffering. Although the letter states Mr. Freeling suffered a gunshot wound and was pronounced dead from this injury, the Demand for Settlement further states: "Please be advised the client is still receiving medical treatment which may affect the amount of the claim for medical expenses and all other non-economic damages."

STAFF RECOMMENDATION:

Staff recommends denial of the claim and demand for settlement.

FINANCIAL IMPACT:

The City of Griffin is a Member of the Georgia Interlocal Risk Management Agency ("GIRMA"), which assesses legal liability for its Members and defends lawsuits brought within the Member Coverage Agreement against the City, its officers and employees. GIRMA will assign counsel to defend the action and if a legal liability results, will pay Judgments up to the limits of coverage. The City has coverage of \$2,000,000 per occurrence, subject to a \$25,000 per claim deductible.

GIRMA has been placed on notice of this claim.

Submitted By:

Andrew Whalen

Meeting Date:

08/09/2026

Reviewed By:

Jessica O'Connor

ATTACHMENTS:

[Ante Litem Freeling 81726.pdf](#)

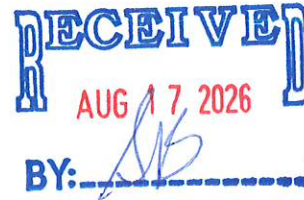
MORGAN & MORGAN

August 11, 2026

CERTIFIED MAIL – RETURN RECEIPT REQUESTED
9589 0710 5270 1192 9196 10



20887027



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

City of Griffin
Charles Wright, District 4
100 S. Hill Street
Griffin, GA 30223

City of Griffin
Cynthia Reid Ward, District 1
100 S. Hill Street
Griffin, GA 30223

City of Griffin
Zachery Fuller, District 5
100 S. Hill Street
Griffin, GA 30223

City of Griffin
Rose Curtis, District 2
100 S. Hill Street
Griffin, GA 30223

City of Griffin
Rodney McCord, District 6
100 S. Hill Street
Griffin, GA 30223

City of Griffin
Holly Murray, District 3
100 S. Hill Street
Griffin, GA 30223

Re: Ante Litem Notice of Tort Claim
Our Client(s): Jasmine Freeling o/b Malcom Freeling
Date of Incident: July 11, 2026
Your Claim No:

To Whom It May Concern:

Within six (6) months of the date described above, this Notice is being sent pursuant to the requirements of O.C.G.A. § 36-11-1 to provide you with a ninety (90) day opportunity for adjustment of a tort claim against the City of Griffin as a result of the following incident:

(a) Name of the City Government entity involved: City of Griffin

- (b) Date: July 11, 2026
- (c) Place: Raymond Head Park / Griffin City Park, 601 Camp Northern Road, Griffin, GA 30224
- (d) Nature of Loss Suffered: Malcom Freeling suffered a gunshot wound and was later pronounced dead at a hospital.
- (e) Amount of Loss Claimed: Jasmine Freeling o/b Malcom Freeling has claims for medical expenses incurred past and future, in the amount of \$1,500,000.00 and a claim for his pain and suffering, mental and emotional suffering and any other non-economic damages recoverable under all applicable laws in the amount of \$1,500,000.00. Please be advised the client is still receiving medical treatment which may affect the amount of the claim for medical expenses and all other non-economic damages.
- (f) Acts or omissions which caused the loss: On July 11, 2026, Malcom Freeling was a guest at Raymond Head Park, when all of a sudden gunshot rang out. Malcom was struck trying to flee.

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

The information supplied herein is provided for the purposes of allowing you to conduct an investigation of the alleged incident and determine if the claim should be settled without litigation. Should you require additional information for that determination, please contact my Paralegal, George Butler. He can be reached directly at 470-639-5596 or gbutler@forthepeople.

Sincerely,

Shelly Huff, Esq.

SH/gb

AGENDA ITEM SUMMARY

ITEM SUMMARY:

Consider a Resolution accepting the resignation of Susan Bartholomew as Assistant Open Records Officer and appointing Ragan Jones as Assistant Open Records Officer; this resolution does not impact the appointment of Ashlee Hurst as Assistant Open Records Officer or the appointment of Jessica O'Connor as Open Records Officer. *City Manager, Jessica O'Connor, will address.*

SPECIAL CONSIDERATIONS OR CONCERNS:

N/A

STAFF RECOMMENDATION:

Staff recommends approval.

FINANCIAL IMPACT:

N/A

Submitted By:

Ragan Jones

Meeting Date:

08/09/2026

Reviewed By:

Jessica O'Connor

ATTACHMENTS:

[Open Records Resolution.pdf](#)

A RESOLUTION

A RESOLUTION BY THE BOARD OF COMMISSIONERS FOR THE CITY OF GRIFFIN, GEORGIA, ACCEPTING THE RESIGNATION OF SUSAN BARTHOLOMEW AS ASSSISTANT OPEN RECORDS OFFICER AND DESIGNATING RAGAN JONES AS ASSISTANT OPEN RECORDS OFFICER; REAFFIRMING THE REQUIREMENT THAT ALL OPEN RECORDS REQUESTS BE MADE IN WRITING AND FILED WITH THE OPEN RECORDS OFFICER OR A DESIGNATED ASSISTANT OPEN RECORDS OFFICER; AND FOR OTHER PURPOSES.

WHEREAS, by Resolution adopted June 12, 2012, this Board of Commissioners enacted policies to comply with legislative changes made in the 2012 Session of the General Assembly of Georgia, relating to “The Georgia Open Records Act,” codified at O.C.G.A. § 50-18-70 *et seq.*;

WHEREAS, on March 9, 2021, the Board appointed Susan Bartholomew as one of the Assistant Open Records Officers;

WHEREAS, Susan Bartholomew is retiring from the position as Assistant Open Records Officer and the Board desires to appoint an Assistant Open Records Officer for the City that works within the Management Services Department;

NOW THEREFORE, BE IT RESOLVED AND IT IS ESTABLISHED THAT: Susan Bartholomew’s retirement as Assistant Open Records Officer is hereby accepted, effective September 30, 2026, and Ragan Jones is hereby appointed as Assistant Open Records Officer, effective immediately; the appointment of Ashlee Hurst as Assistant Open Records Officer and the appointment of Jessica O’Connor as Open Records Officer are not affected by adoption of this Resolution.

1. Notice of these designations shall be promptly given to the Griffin Daily News as legal organ for Spalding County, Georgia with copies to other local news media upon request.
2. Notice of this designation shall be prominently posted on the City's website together with a form for making Open Records requests in writing.
3. Continuing notice shall be posted on the official bulletin board at One Griffin Center and on the City's website advising the public that all Open Records requests must be made to and served upon the Open Records Officer or a designated Assistant Open Records Officer in one of the following ways: in person during normal business hours of the City at One Griffin Center, 100 S. Hill Street, 3rd Floor, Griffin, Georgia, 30223; by U.S. Mail addressed to: Open Records Officer, City of Griffin, P.O. Box T, Griffin, Georgia, 30224; by statutory overnight delivery addressed to: Open Records Officer, City of Griffin, 100 S. Hill Street, 3rd Floor, Griffin, Georgia

30223; via the City of Griffin's website at www.cityofgriffin.com/services/open-records. The enforcement provisions of O.C.G.A. §§ 50-18-73 and 74 shall be available only to enforce non-compliance when a written request is made consistent with this section and shall not be available when the request is made orally.

4. Forms for making written Open Records requests shall be available at One Griffin Center, 100 S. Hill Street, 3rd Floor and on the City's website.

SO RESOLVED, this 8th day of September, 2026.

Douglas S. Hollberg, Mayor

ATTEST:

Jessica O'Connor, Secretary

AGENDA ITEM SUMMARY

ITEM SUMMARY:

Consider a Resolution accepting the resignation of Susan Bartholomew as Municipal Registrar and appointing Ragan Jones as Municipal Registrar. *City Manager, Jessica O'Connor, will address.*

SPECIAL CONSIDERATIONS OR CONCERNS:

N/A

STAFF RECOMMENDATION:

Staff recommends approval.

FINANCIAL IMPACT:

N/A

Submitted By:

Ragan Jones

Meeting Date:

08/09/2026

Reviewed By:

Jessica O'Connor

ATTACHMENTS:

[Municipal Registrar 2026.pdf](#)

A RESOLUTION

A RESOLUTION OF THE BOARD OF COMMISSIONERS OF THE CITY OF GRIFFIN, GEORGIA, DESIGNATING A MUNICIPAL REGISTRAR FOR THE CITY OF GRIFFIN; ESTABLISHING THE DUTIES OF SAID OFFICE; PROVIDING THE COMPENSATION FOR SAID OFFICE; AND FOR OTHER PURPOSES.

BE IT RESOLVED BY THE BOARD OF COMMISSIONERS OF THE CITY OF GRIFFIN, GEORGIA, that Ragan Jones is hereby appointed to the office of Municipal Registrar, to serve at the pleasure of this Board. Upon taking the oath of office, the Municipal Registrar shall perform the duties and undertake to perform all responsibilities imposed thereon under the Georgia Elections Code, O.C.G.A. Title 21, as directed by the Griffin-Spalding County Board of Elections and Registration ("Municipal Elections Superintendent") and the City Manager.

BE IT FURTHER RESOLVED, that inasmuch as the duties of such office shall be minimal and seasonal, compensation is hereby set at \$760.00 per annum, payable in twenty-six (26) bi-weekly installments.

SO RESOLVED, this 8th day of September 2026.

Douglas S. Hollberg, Mayor

ATTEST:

(CITY SEAL)

Jessica W. O'Connor, Secretary

AGENDA ITEM SUMMARY

ITEM SUMMARY:

Consider a Resolution appointing Ragan Jones, City Clerk, as Assistant Secretary to the Commission.

SPECIAL CONSIDERATIONS OR CONCERNS:

Section 2.13 of the City Charter states that the City Manager shall serve as secretary to the commission, whose duties shall require attendance at all meetings, recording of minutes of proceedings, serving as custodian of all public records and the seal of the city, and other such duties as assigned by the commission by ordinance or resolution. The secretary shall perform all duties and responsibilities imposed by general law on the clerk of a municipal corporation. The commission may appoint such subordinate officers as needed. The assistant secretary will assist the secretary to the commission in the performance of these duties.

STAFF RECOMMENDATION:

N/A

FINANCIAL IMPACT:

N/A

Submitted By:

Ragan Jones

Meeting Date:

08/09/2026

Reviewed By:

Jessica O'Connor

ATTACHMENTS:

[Resolution Assistant Secretary 2026.pdf](#)

A RESOLUTION

A RESOLUTION OF THE BOARD OF COMMISSIONERS OF THE CITY OF GRIFFIN, GEORGIA, DESIGNATING RAGAN JONES AS ASSISTANT SECRETARY TO THE CITY OF GRIFFIN BOARD OF COMMISSIONERS: ESTABLISHING THE DUTIES OF SAID OFFICE; AND FOR OTHER PURPOSES.

BE IT RESOLVED BY THE BOARD OF COMMISSIONERS OF THE CITY OF GRIFFIN, GEORGIA, that Ragan Jones, is hereby appointed to the office of Assistant Secretary to the Board of Commissioners, to serve at the pleasure of this Board. Upon taking the oath of office, the Assistant Secretary shall perform the duties and undertake to perform all responsibilities imposed thereon under the Charter of the City of Griffin, Georgia, Section 2.13.

BE IT FURTHER RESOLVED, that the duties for Assistant Secretary include: serving as assistant secretary to the Board of Commissioners and Secretary to the Board of Commissioners, attending all meetings, the recording of minutes of proceedings, serving as custodian of all public records and the seal of the city, and other such duties as assigned by the commission by ordinance or resolution.

BE IT FURTHER RESOLVED, that the compensation for said position is hereby set to coincide with compensation as City Clerk.

SO RESOLVED, this 8th day of September 2026.

Douglas S. Hollberg, Mayor

ATTEST:

(CITY SEAL)

Jessica W. O'Connor, Secretary