AGENDA
Regular Scheduled Meeting
CITY OF GRIFFIN BOARD OF COMMISSIONERS
September 22, 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. Presentation of Proclamation for Georgia Reads Day 2026.

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.

PUBLIC HEARINGS

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

CONSENT AGENDA

2. Consider the minutes of the City of Griffin Board of Commissioners' Regular Meeting on September 8, 2026.

3. Consider the proposed calendar year 2027 holiday schedule. *Director of Human Resources, Stephanie Woods, will address.*

4. Consider a contract with HB Next Corporation, lowest bidder through ECG Joint Purchasing, for Current Transformer Testing in an amount not to exceed $33,900.00 for FY27. *Electric Director, Jason Crane will address.*

REGULAR AGENDA

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

5. Consider a resolution retroactively approving a License Agreement with Central of Georgia Railroad Company in the amount of $65,850.00 permitting the City to construct fiber expansion infrastructure over the railroad in order to continue to provide services to our Telecom customers in the Feeder 1 area. *Deputy Director of IT & Telecom, Chris Sprayberry, will address.*

6. Consider the Cost Allocation Manual Scope of Work for FY27 with Baker Tilly in the amount of $8,000.00, under a previously approved Master Services Agreement. *Deputy Director of IT & Telecom, Chris Sprayberry, will address.*

7. Consider an agreement with Allen Smith Consulting for Grant Administration Services for the 2026 CDBG in the amount of $60,000. *Director of Planning and Development, Michelle Haynes, will address.*

8. Consider Intergovernmental Agreement for Services with the Griffin-Spalding Land Bank Authority for purposes of defining interdepartmental services the City provides to GSLBA and the method for calculating fees for those services. *Assistant City Manager of Development Services, Kelsey Carden, will address.*

9. Consider a resolution and authorize the Mayor to execute the 2026 Community Development Block Grant (CDBG) Employee Incentive Program (EIP) application with the Georgia Department of Community Affairs (DCA) to extend public sewer infrastructure to 1535 Industrial Drive to serve Kore Electric American Corp. *Water and Wastewater Director, Brandon Lewis, will address.*

10. Consider a motion to lift from the table and 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.*

11. Consider a claim for money damages by David G. Henry, 318 W. Cherry St., Griffin, GA, in the amount of $500,000 in settlement of his alleged damages arising from his alleged treatment. *City Attorney Drew Whalen will address.*

12. Consider authorizing travel for Commissioner Fuller to attend GMA Fall Training in Young Harris, Georgia, October 1-2, 2026.

13. Consider authorizing travel for Mayor Doug Hollberg to attend the 2026 MEAG Power Mayors Summit in Greensboro, Georgia, November 6-8, 2026.

CITY MANAGER'S REPORT

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

CITY ATTORNEY COMMENTS

CITY COMMISSIONER COMMENTS

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

ADJOURN

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

AGENDA ITEM SUMMARY

ITEM SUMMARY:

Presentation of Proclamation for Georgia Reads Day 2026.

SPECIAL CONSIDERATIONS OR CONCERNS:

N/A

STAFF RECOMMENDATION:

N/A

FINANCIAL IMPACT:

N/A

Submitted By:

Ragan Jones

Meeting Date:

22/09/2026

Reviewed By:

Jessica O'Connor

ATTACHMENTS:

Georgia Reads Day 2026.docx

Proclamation

Georgia Reads Day
September 22, 2026

WHEREAS, Literacy is not just an education issue but also a critical driver of Georgia's economic growth and workforce readiness and a predictor of future educational achievement, economic status and life-long health and wellbeing; and

WHEREAS, As of 2026, 60 percent of Georgia's rising 4th graders are not reading proficiently, according to the National Assessment of Educational Progress (NAEP), and research consistently shows that children who are proficient readers by the end of third grade are four times more likely to graduate high school; and

WHEREAS, The Georgia General Assembly recognized the importance of literacy skills with the creation of the Georgia Council on literacy in 2023, and multiple subsequent house bills intended to realize comprehensive reform and strengthen reading instruction across the state, grounded in the science of reading and aligned with evidence-based practices. The latest bill, HB 1193 provided each elementary school in Georgia with a literacy coach and required each district to have a unified literacy plan; and

WHEREAS, Understanding that collaborative efforts and strategic partnerships must be undertaken to effectively address literacy issues, the Georgia Municipal Association (GMA), its non-profit organization Georgia City Solutions, members of the General Assembly, and former football champion and children's author Malcolm Mitchell, partnered with the Georgia Council on Literacy to launch "Georgia Reads"; and

WHEREAS, Community Involvement is essential to literacy improvements and "Georgia Reads" will recognize ten communities that have demonstrated measurable success in improving literacy through effective local partnerships to promote future literacy improvements; and

WHEREAS, Together we can improve Georgia's economic vitality one book at a time;

NOW, THEREFORE BE IT RESOLVED,

That the Griffin Bord of Commissioners proclaims September 22, 2026 as **Georgia Reads Day** in the City of Griffin and encourages all citizens, businesses and community partners to help promote and elevate literacy as a community priority

_____
Douglas S. Hollberg, Mayor

_____
Jessica W. O'Connor, City Manager

AGENDA ITEM SUMMARY

ITEM SUMMARY:

Consider the minutes of the City of Griffin Board of Commissioners' Regular Meeting on September 8, 2026.

SPECIAL CONSIDERATIONS OR CONCERNS:

All Commissioners were present.

STAFF RECOMMENDATION:

N/A

FINANCIAL IMPACT:

N/A

Submitted By:
Ragan Jones

Meeting Date:
22/09/2026

Reviewed By:
Jessica O'Connor

ATTACHMENTS:
09-08-26 Minutes.pdf

CITY OF GRIFFIN BOARD OF COMMISSIONERS
REGULAR SCHEDULED MEETING
ONE GRIFFIN CENTER, W. ELMER GEORGE MUNICIPAL HALL
TUESDAY, SEPTEMBER 8, 2026

Mayor Doug Hollberg presided, convening the meeting at 6:00 p.m. Commissioners attending included Cynthia Ward, Rose Curtis, Brad Wright, Holly Murray, 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, and Ragan Jones to record minutes.

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 Fuller/Wright carried 7-0.

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.*

   Golf Superintendent, Bayne Mallory, recognized Eugene Garrett Parrish, as the August Strongest Link in the Chain award recipient.

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

   Mrs. O'Connor addressed the Commissioners, reviewing the unaudited July 2026 financials which are 8.3% into the fiscal year. The General Fund operating revenue is $1,622,932.00 which is 5.81% of budget; operating expenses are $3,177,687.00 which is 6.43% of budget. The Enterprise Funds operating revenue is $10,965,861.00, which is 9.45% of budget; operating expenses are $7,069,794.00, which is 6.63% of budget. The Water/Wastewater Fund operating revenue is $3,294,477.00, which is 10.01% of budget; operating expenses are $1,456,488.00 which is 5.67% of budget. The Electric Fund operating revenue is $6,083,085.00 which is 9.18% of budget; operating expenses are $4,596,328.00 which is 7.57% of budget. The Solid Waste Fund operating revenue is $1,116,744.00 which is 9.75% of budget; the operating expenses are $596,493.00 which is 4.58% of budget.

   LOST collections year-to-date are $ 514,484.00 which is 8.87% of budget.

   TSPLOST collections year-to-date are $ 437,123.00 which is 11.73% of budget.

CITIZEN COMMENTS

Jorden Young, West Quilly Street, expressed concern about ongoing speeding on his residential street.

Tina Marsden, 101 North 8th Street, addressed a complaint regarding overcharges of yard waste and sanitation fees.

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.*

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

REGULAR AGENDA

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.*

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

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.*

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

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.*

    Commissioner Fuller requested a brief clarification of the relationship between the Urban Redevelopment Agency (URA) and the Downtown Development Authority (DDA).

    Mr. Whalen explained that the Board had previously elected the DDA Board of Directors to also serve as the Board of Directors for the URA, as they have overlapping functions. DDA focuses on attracting new business and industry to the City of Griffin and provides funding to support those efforts, while the URA is primarily responsible for rebuilding and revitalizing blighted areas. The City of Griffin currently has an Urban Redevelopment Plan in place, which is undergoing revision.

    Motion/second to table 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 by Commissioners Ward/Fuller carried 7-0.

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.*

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

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.*

Motion/second to deny 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 by Commissioners Murray/McCord carried 5-2. Commissioners Curtis and Ward voted against denial.

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.*

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

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.*

    Motion/second to approve a resolution accepting the resignation of Susan Bartholomew as Municipal Registrar and appointing Ragan Jones as Municipal Registrar by Commissioners Murray/Ward carried 7-0.

16. Consider a Resolution appointing Ragan Jones, City Clerk, as Assistant Secretary to the Commission.

    Motion/second to approve a resolution appointing Ragan Jones, City Clerk, as Assistant Secretary to the Commission by Commissioners Murray/Wright carried 7-0.

CITY ATTORNEY'S COMMENTS

1. Mrs. O'Connor congratulated Garrett Parrish on his Strongest Link Award.
2. She announced that City has been awarded the 2026 Community Development Block Grant for water and sewer infrastructure improvements.
3. Mrs. O'Connor requested a Commissioner volunteer to participate in the scoring for the CDBG grant writing and construction procurement.
4. Mrs. O'Connor stated that the City, in conjunction with the County, will hold a program for the 25th anniversary of September 11th, and encouraged Commissioners who are available to attend the ceremony.

CITY ATTORNEY'S COMMENTS

No comment.

COMMISSIONER COMMENTS

Curtis: No comment.

Ward: No comment.

Murray: Commissioner Murray thanked everyone for coming, including the law enforcement officers, and thanked them for their hard work.

Wright: No comment.

Fuller: Commissioner Fuller thanked everyone for coming, and for the citizens commenting on concerns. They informed the Board that September is Hispanic Heritage month. They wished a farewell to Mrs. Bartholomew and thanked her for her dedication to the City.

McCord: No comment.

Hollberg: Mayor Hollberg thanked citizens for speaking on concerns.

ADJOURN

Motion/second to adjourn at 6:20 p.m. by Commissioners Murray/Wright carried 7-0.

_____ _____

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

AGENDA ITEM SUMMARY

ITEM SUMMARY:

Consider the proposed calendar year 2027 holiday schedule. *Director of Human Resources, Stephanie Woods, will address.*

SPECIAL CONSIDERATIONS OR CONCERNS:

The City of Griffin Personnel Policy states that a holiday is a business day in which official City Administrative offices are closed. Further, holidays are approved by the Board of Commissioners annually prior to the subsequent year. In 2026, there were 12 holidays, and for 2027, there are 12 holidays proposed as well.

STAFF RECOMMENDATION:

Staff recommends approval.

FINANCIAL IMPACT:

N/A

Submitted By:
Stephanie Woods

Meeting Date:
22/09/2026

Reviewed By:
Jessica O'Connor

ATTACHMENTS:
Proposed Holidays for 2027.pdf

CITY OF GRIFFIN

PROPOSED HOLIDAY SCHEDULE 2027

New Years Day	Friday	January 1
M L King, Jr. Day	Monday	January 18
Memorial Day	Monday	May 31
Juneteenth	Friday	June 18
Independence Day	Friday & Monday	July 2 & 5
Labor Day	Monday	September 6
Veteran's Day	Thursday	November 11
Thanksgiving Day	Th/Fri	November 25 & 26
Christmas	Friday & Monday	December 24 & 27

A full-time employee w*ith a hire date of 12/31/26 or prior* will receive a Cultural Day on 1/1/27. The Cultural Day is designed to be used by the employee so that the employee can observe his or her respective beliefs on the date he or she chooses. The Cultural Day may be *used in increments* as well. Use of the Cultural Day must be approved in advance by the Supervisor. Should the employee separate employment prior to completion of *four* months, if the Cultural Day was already observed, it will be pro-rated *(2 hours per month)* and deducted from the employees' accrued vacation bank, if available. If the hours are not available, the final paycheck will have a deduction of the gross dollar amount of the pro-rated hours. Non-use of a Cultural Day is forfeited upon separation from employment.

AGENDA ITEM SUMMARY

ITEM SUMMARY:

Consider a contract with HB Next Corporation, lowest bidder through ECG Joint Purchasing, for Current Transformer Testing in an amount not to exceed $33,900.00 for FY27. *Electric Director, Jason Crane will address.*

SPECIAL CONSIDERATIONS OR CONCERNS:

The contract with HB Next Corporation was procured through ECG Joint Purchasing, declaring them the lowest bidder. The contract is for a period of one year starting October 1, 2026, with four optional one year auto renewing terms, for a total possible contract life of five years.

STAFF RECOMMENDATION:

Staff recommends approval.

FINANCIAL IMPACT:

The approved FY27 budget allots $33,900.00 for Current Transformer (CT) testing.

Submitted By:
Jason Crane

Meeting Date:
22/09/2026

ATTACHMENTS:
Joint_Purchasing_ECG1.pdf
HB Next-Contract 9.22.26 NFE.pdf

IPC Amendment #3

Exhibit A-7

Joint Purchasing (JP)

The Joint Purchasing ("JP") Service includes, among other things:

- Aggregating annual purchase needs across members for common utility inventory items,
- Aggregating purchase needs across members for larger, product-specific buys on a quarterly or as-needed basis (such as 3-phase transformers, large switchgear, etc.),
- Developing common standards and specifications for utility inventory items, and
- Developing the mechanism to buy/sell excess inventory.

ECG may add additional inventory and products from time to time. Purchase contracts for inventory and products are between a Participant and a contractor. ECG's JP Service includes bidding and other procurement and sales assistance only.

The Annual Costs of the JP Service shall be allocated to each Participant confirming its agreement to receive the JP Service for a Fiscal Year (together, the "JP Participants") based upon allocating Fiscal Year Costs to all JP Participants equally. Over and under recoveries related to such Service shall be allocated on the same basis.

Utility Service Contract

THIS CONTRACT is made and entered into this ____ Day of _____2026, by and between

HB Next Corporation, hereinafter called "Contractor" and __City of Griffin_____, hereinafter called "Company". Whereas Contractor provides Electric Meter & Current Transformer Testing, verifying the accuracy of industrial, commercial and residential revenue metering.

1. **For the consideration hereinafter enumerated, Contractor agrees to perform electric meter testing and related services set forth and described in Exhibit "A" (Scope of Work-Utility Services Agreement), attached and incorporated herein, which such services shall be conducted on certain real property, more particularly to City of Griffin Electric customers.**

2. **COMMENCEMENT AND COMPLETION:** The services to be performed pursuant to this Agreement shall be completed on an annual basis during the Term of this agreement and shall generally commence and be completed within 90 days of start of project. HOWEVER, the commencement or completion date, or either of them, may be extended with the prior agreement of Company as the result of factors not within the control of Contractor including inclement weather conditions, terrain, site availability, prohibition by federal, state or other governmental entity, strike, acts of God, and other conditions or circumstances beyond the control of Contractor. Contractor must provide Company with written reasons or request to extend the commencement or completion dates prior to deadlines.

3. **Scope of Work:** Contractor shall possess the ability to provide meter testing services for fourteen (14) different type meter forms including but not limited to; 1S, 2S CL200, 2S CL320, 2S LTE, 2S CL320 LTE, 3S, 4S, 4S LTE, 9S, 9S LTE, 16S, 16S LTE, 16S CL320. Contractors shall provide testing for current transformers (CT's) for many different sizes, manufactures and ratios. Completion of testing will be recorded and submitted to Company's Project Manager with results of testing per site. Sites to be tested will be determined by Company's Project Manager and discussed with Contractor. The Company will supply a list of sites to be completed.

4. **In accomplishing the services which are the subject of this Agreement, Contractor shall:**
   a. Provide the necessary equipment, transportation, safety tools and supervision sufficient to complete said services in a timely manner in accordance with the terms of this Agreement.
   b. Comply with all state, federal and local laws and regulations to the extent that any such law or regulation is applicable to the services to be performed by contractor which such laws and regulations shall include but not be limited to federal and state safety laws and regulations, social security regulation, Fair Labor Standards Act, as amended and in force and effect, effective the date of this Agreement.
   c. Report, withhold and pay into any governmental agency all sums accruing under any state or federal law payable on account of wages earned by the Contractor's employees in accordance with the regulations promulgated by the United States and the state in which the contract is to be performed.

d. Contractor shall not discriminate against any employee or applicant for employment in accordance with applicable laws and regulations which such discrimination shall be extended such that the Company will take affirmative action to ensure that applicants are treated during employment without regard to race, color, religion, sex or national origin.

e. Contractor will, in all solicitations or advertisements for employees placed by or on behalf of Contractor, state that all qualified applicants will receive consideration for employment without regard to race, color, religion, sex or national origin.

f. Save and hold the Company harmless from any penalty or violation of any federal, state or governmental law, regulation, rule or order committed or allegedly committed in the performance of this Agreement. Contractor will be held responsible for any/all damage claims intentionally or nonintentional while performing work. If Contractor disagrees with claim a letter must be submitted to Companies Project Manager with explanations.

5. Contractors Insurance Policy and Workmen's Compensation:

Contractor's policy must show Company as "additional insured". "Additional insured" coverage must be primary and non-contributing. The "additional insured coverage must include completed operations and must not be limited. Contractor, "additional insured" on umbrella is primary to Company.

a. $1,000.000.00/2,000,000.00 on both general liability (with aggregate of $2,000,000.00)

b. Applicable workmen's compensation insurance specifically complying with the state law in which this contract is to be performed for every person the Contractor employees.

6. TERMS OF PAYMENT:

a. All payments due by Contractor will be based on the contract price per unit as stated in

Exhibit "A", multiplied by the number of sites completed. Payment

due within thirty (30) days of the date invoice received. In addition, Company is not required to pay time worked pass forty (40) hours per week unless approved by Companies Project Manager or approved representative. Company will not be required to pay at the rate of one- and one-half times unless approved by proper personnel.

b. **Not Exceed Amount:** Project will not exceed $33,900.00.

7. Term and Termination

a. **Term**, this contract shall have an initial term of twelve (12) months, beginning Oct. 1, 2026, and ending September 30, 2027. Thereafter, the contract shall automatically renew for four (4) successful twelve (12) month renewal terms, unless either party provides a Notice of Intent Not to Renew at least thirty (30) days prior to the end of the then-current term.

b. Termination. During the initial term or any renewal term of this contract, either party may terminate this contract at will, with or without cause, upon delivery of a notice of intent to terminate. The contract shall automatically terminate within thirty (30) days of receipt of such notice.

8. Damage and Indemnification:

a. Any damages to person or property resulting from Contractor's work under this Contract shall be the responsibility of Contractor.

b. To the fullest extent permitted by law, the Contractor shall indemnify and hold harmless the City from and against claims, damages, losses and expense, including, but not limited to, reasonable attorney's fees, arising out of or resulting performance of work, provided that (i) such claims, damages, loss or expense is caused in whole or in party by negligent or intentional acts or omissions of the Contractor, its agents, servants or employees.

9. **Safety**:

a. The Contractor shall take reasonable precautions for safety of, and shall provide reasonable protection to prevent damage, injury or loss to:

i. Employees on the work and other persons who may be affected thereby.

ii. The work and material and equipment to be incorporated therein; and

iii. Other property, passerby, and the public at large.

b. Contractor must abide by all state and federal laws, local ordinances, OSHA rules and regulations, and City of Griffin policy and procedures, specifically those of The City of Griffin Electric Department. All equipment to be used and all worked to be performed must be in full compliance with the most current revision of the American National Standard Institute (Standard Z-133.1-1988) or amended.

In witness, whereof, the parties hereto have caused this contract to be executed by their duly authorized officers or representatives.

CITY OF GRIFFIN

_____

Douglas S. Hollberg, Mayor

_____

Jessica O'Connor, Secretary

Approved as to Form:

Andrew J. Whalen, III

Andrew J. Whalen, III, City Attorney

Date:_____

HB NEXT

_____

Date: 9/16/2026

Utility Services Agreement

For:

Date: September 02, 2026

City of Griffin
100 S Hill St.
Griffin, GA. 30223

Attn: City of Griffin Electric Department

Thanks for the opportunity to provide a pricing proposal for our Meter Testing Service.

Meter & CT Testing Services Scope of Work

Testing of (TBD#) transformer-rated meters, metering installations at commercial and industrial customer sites and a random sample of residential meters to verify the accuracy of revenue metering, providing detailed reports documenting itemized results and identifying metering problems to the Cooperative as specified below and the following:

METER & CT TESTING COMMERCIAL & INDUSTRIAL SITES

HB NEXT PROVIDES

- Single Poly-Phase Meter Test
- Verification of billing multipliers on CT metering installations
- 3 Phase CT Complete "Ratio/Burden" Testing
- Associated Wiring and Connection Inspection
- CT Nameplate Verification
- Voltage Transformer Secondary Voltage Recording
- Computerized Meter Test Results Form (Per Meter)
- Computerized CT Test Results Form (Per Site)

Documented descriptions of Problems Found, Corrective Actions Taken and Recommended Participant Actions

- Change out Meters
- Seals
- Maps and Locations

HB NEXT ASSET DATA MANAGEMENT

Asset Data Management – A historical internet database (HB NEXT | Sequence) is maintained with all test data, reports and digital images made available to Cooperative for viewing online. A private login is provided to Utility that will allow Utility to view Meter Testing information.

STANDARD OPERATING PROCEDURES

HB NEXT technicians will attempt to notify each property owner in person prior to working on private property to access a meter. HB NEXT technicians will minimize the length of any outage necessary to perform assigned tasks. Our technicians will make any minor repairs to the meter, meter base and all associated components when possible. When necessary, our technicians will replace any meter that is unable to be calibrated within specs, is damaged, obsolete or unsafe. HB NEXT will install the proper supplied meter as a replacement.

Safety is our utmost concern. All safety issues found concerning improper mounting of hardware, open potential taps, transformer oil leaks, damaged poles and/or pole mounted equipment and all other issues affecting the safety of personnel, the public and utility equipment will be reported to the Participant immediately.

COMMERCIAL SITE PROCEDURES

HB NEXT to provide comprehensive testing that includes a visual inspection of all metering equipment, meter testing and calibration, current transformer testing and customized revenue site results reporting.

VISUAL INSPECTION OF ALL METERING EQUIPMENT

- Meter Operation
- Meter Wiring Connections
- Test Switch Connections
- Demand Recorder Operation
- Isolation Relay Operation
- Fuses
- All Metering Wires
- Current Transformers
- Voltage Transformers

METER TEST AND CALIBRATION

- Visual Inspection of Meter Operation
- Record All Nameplate Information
- Record Power Up and Power Down Time
- Record as Found KWh and KW Readings
- Record as Found Test Results
- Calibrate to Client Specifications of:
  - +/- 0.25% Series Full Load
  - +/- 0.25% Series Light Load
  - +/- 0.5% Series Power Factor
  - +/- 1.0% Element Balance
- Record as Left Test Results
- Perform Demand Test (Optional)
- Reset Demand Register
- Record as Left KWh and KW Readings
- Secure All Electrical Connections
- Clean Meter Glass Cover
- Remove Debris from Meter Enclosure
- Seal Meter with Participant Supplied Seals
- Seal Meter Enclosure with Participant Supplied Seals

Minor repairs will be performed by HB NEXT technicians whenever possible as part of Meter Testing service.

CURRENT TRANSFORMER TEST

Visual Inspection of Current Transformers and Wiring
Record All CT Nameplate Information
Attach Primary and Secondary Current Measuring Devices
Record Actual Primary and Secondary Current Readings
Perform Actual Ratio Check
Perform Cross-Phasing Check
Perform Reverse Polarity Check
Perform Burden Checks Up to Rated CT Burden
Calculate Percentage Difference Between Actual and Nameplate Ratio

CUSTOMIZED SITE RESULTS REPORTING

Individual Meter Test Report
All Nameplate Information
As Found Results
As Left Results
Description of all Corrective Action Taken
Listing of Recommended Participant Actions

Individual Nameplate Information
Actual Primary Current Readings
Actual Secondary Current Readings
Actual Ratio Calculations
Percent of Ratio Deviation from Nameplate
Description of all Corrective Actions Taken
Listing of Recommended Participant Actions

SITE INVENTORY

Transformer Size - Record the KVA size of the transformer serving the location.
Transformer Type - Identify the type of trans. (UG, OH on pole, etc.)
Service Type - Record service type (OH>OH, OH>UG, UG>UG, etc.)
Meter Base Type - Record meter base type (cl200, „K"base, w/wo bypass, etc.)
Digital Image Capture – AS FOUND and AS LEFT digital images capture as required or requested.

CURRENT DIVERSION INSPECTION

Meter Base Inspection - Inspect the meter base both internally and externally for evidence of tampering (jumpers, holes in base, etc.) Verify solid connections in meter base and ground connection.

Meter Inspection - Inspect meter for evidence of tampering (holes in base, holes in cover, potential clip tampering, etc.)

Meter Serial Number Verification - Cross-reference the serial number of the meter at the location with Participant database information.

Account Number Verification - Cross-reference the account number of the meter at the location with Participant database information.

Seal Inspection - Inspect integrity of all seals (meter base, sealing ring and internal meter seal) and record all new seal numbers.

SAFETY

All HB NEXT Field Technicians will wear FR Clothing and appropriate PPE while testing is taking place. Also, all field technicians are trained in: CPR / First Aid, OSHA 10, Arc Flash, Lock Out - Tag Out, & Meter Safety.

On-going training / safety includes: Electronic Safety Manual Available 24/7 via Sequence, Site Specific Safety Sessions, Automated Weekly Safety Training, Monthly PPE Testing, Regular Safety Audits by the HB NEXT Safety Coordinator, Monthly Program Review

HB

UTILITY SERVICES

LIGHTING SERVICES | METER SERVICES | LOAD MANAGEMENT

HBN

Meter Testing and Repair Service Fees

Test Description	Cost Per Site
Meter and CT Test	$ 145.00
Meter Only Test	$ 110.00
Inject Current at No Load Sites (When Possible)	$ 35.00
Bucket Truck Charge for Overhead Testing	$ 0.00
Thermal Imaging	$ 0.00
Hourly Rate for Repairs not included in Meter Testing Service (does not include material)	$ 85.00/hr.

Additional Items (Please list any that may apply)	Cost
Electronic Data Capture and Retention	Included
Online Secure Access to Electronic Data	Included
1M Professional Liability and 5M General Liability limits	Included

HB

Acknowledgement of Pricing & Terms

Payment and Schedule:

Participant to be invoiced end of Project annually for work completed that period and data delivered to Participant.

HB NEXT can commence with audit and testing starting October 1, 2026

By signing below, you agree to the pricing and terms listed above. Contract Term – ,2026–2027.

HB NEXT Corporation

W. Dwayne Rathiff

Print Name

Sign

9/16/2026

Date

City of Griffin

Print Name

Sign

Date

HB

AGENDA ITEM SUMMARY

ITEM SUMMARY:

Consider a resolution retroactively approving a License Agreement with Central of Georgia Railroad Company in the amount of $65,850.00 permitting the City to construct fiber expansion infrastructure over the railroad in order to continue to provide services to our Telecom customers in the Feeder 1 area. *Deputy Director of IT & Telecom, Chris Sprayberry, will address.*

SPECIAL CONSIDERATIONS OR CONCERNS:

The primary objective of the City of Griffin Feeder 1 expansion is to deliver robust, high-speed internet capable of achieving speeds up to 2 gigabits to all 844 targeted locations. This expansion significantly enhances network capacity and availability for the region. In addition to serving broader residential and/or business locations, the project directly supports multiple critical City of Griffin facilities located within the Feeder 1 area, ensuring that municipal operations are backed by a fast and resilient fiber network. In order to replace aging, environmentally stressed fiber infrastructure, the City of Griffin will need to have a new aerial transverse crossing of new fiber optic cables at the 699 East Broadway Street location.

Staff negotiated a License Agreement with Central of Georgia Railroad for almost nine months, and because of the Railroad's approval process for license agreements, when terms were ultimately agreed upon, the City was given three days to sign. There was a risk of additional review fees by the Railroad's vendor, in addition to the expanded delay of the feeder 1 expansion. The License Agreement was preemptively signed pursuant to Code of Griffin, Sec. 2-190 in order to ensure and facilitate efficient operations of the Telecom Department, as well as the customers and other municipal facilities that it serves.

STAFF RECOMMENDATION:

Staff recommends approval.

FINANCIAL IMPACT:

ARPA funding and FY27 Telecom - Infrastructure budget (570-4750-54-1400) will be utilized to fund the $65,850.00 in fees.

Submitted By:
Chris Sprayberry

Meeting Date:
22/09/2026

ATTACHMENTS:
EMERG RES - Telecom - Norfolk Southern.pdf
Norfolk Southern - City of Griffin Permit 1334146 - Fully Executed Agreement.pdf

No. 26-

A RESOLUTION

A RESOLUTION OF THE BOARD OF COMMISSIONERS OF THE CITY OF GRIFFIN, GEORGIA, DECLARING THE CITY OF GRIFFIN TELECOMMUNICATIONS DIVISION OF THE INFORMATION TECHNOLOGY DEPARTMENT AN ESSENTIAL GOVERNMENT SERVICE; DECLARING AN EMERGENCY TO EXIST IN ORDER TO RETROACTIVELY APPROVE THE LICENSE AGREEMENT WITH CENTRAL OF GEORGIA RAILROAD COMPANY; AND FOR OTHER PURPOSES.

WHEREAS, the City of Griffin (hereinafter "City") utilizes the Telecommunication Division in order to provide enhanced services to education, healthcare, employment, and public engagement;

WHEREAS, the Telecommunication Division is a provider of telecommunication services to residential and business properties within our service area;

WHEREAS, the City of Griffin Telecommunications Division desires to enter into a License Agreement with Central of Georgia Railroad Company, that will allow the City to cross over the railroad and continue to provide services to our Telecom customers;

WHEREAS, if Telecom cannot enter into this agreement, it will not be able to operate efficiently to provide needed services to their customers;

WHEREAS, the City of Griffin was notified that without the License Agreement, we will not be able to expand our telecommunication services to customers in that area;

WHEREAS, the Board of Commissioners, considers the City of Griffin Telecommunications Division an essential government service; and

WHEREAS, the City of Griffin Code Sec. 2-190 provides that "if it is not feasible to call an emergency meeting of the Board of Commissioners, the City Manager shall be authorized to approve the procurement of equipment, materials and supplies without obtaining competitive solicitations, during an emergency situation affecting…the city and its operations…."

NOW, THEREFORE, BE IT RESOLVED BY THE BOARD OF COMMISSIONERS OF THE CITY OF GRIFFIN that this Board finds and hereby declares an "emergency" to exist if the City of Griffin Telecommunications Division is unable to secure the License Agreement with Central of Georgia Railroad Company necessary to facilitate efficient operations of the Department.

FURTHER RESOLVED, that this Board retroactively authorizes the City Manager and Mayor to execute any documents necessary to enter into a License Agreement with Central of Georgia Railroad Company, dispensing with the procedure for calling an emergency meeting prior to such purchase pursuant to Sec. 2-190.

SO RESOLVED, this ___ day of _____ 2026.

_____
Douglas S. Hollberg, Mayor

Attest:

_____
Jessica W. O'Connor, City Manager

Docusign Envelope ID: 7050064F-8A59-88C4-8370-B47CE63E57C6

RAILPROS

September 15, 2026

City of Griffin Telecommunications
CITY OF GRIFFIN
100 South Hill Street
Griffin, Georgia, 30223

RE: Proposed installation of an aerial transverse crossing of one (1) 432-count fiber optic cable and one (1) 48-count fiber optic cable, replacement of one (1) undocumented wood pole with like kind and install a new down guy and anchor, one (1) removal of a wood pole and one (1) undocumented wood pole to remain within Norfolk Southern Right-of-Way.

Coastal Division, at Mile Post S-250.81
Griffin, Spalding County, Georgia
Latitude / Longitude: 33.250191 / -84.254038
NS Activity No. 1334146

Dear City of Griffin Telecommunications:

Attached for your records is a copy of the fully executed agreement countersigned by **Central of Georgia Railroad Company** c/o Norfolk Southern Railway Company ("Railway"). Flagging and construction monitoring are required for your project.

I. FLAGGING: For flagging, you will need to retain a vendor that is qualified to provide flagging services on Railway property. The current list of those vendors is as follows:

RailPros
https://ns.railprospermitting.com/
ns.info@railpros.com
Under the New Applications, request *"Protection Services / Construction Monitoring Coordination"*

R&R Consulting Team
David Craft
nsflagging@rrconsultingteam.com
https://rrconsultingteam.com

North Carolina Railroad Company (Raleigh, NC)
General Inquires: tpp@ncrr.com
John Gass JGass@ncrr.com;
864-504-0455
https://www.ncrr.com/

II. CONSTRUCTION MONITORING: Once you have retained a flagging services vendor from the above list, you will need to schedule Construction Monitoring services by submitting a "Protection Services / Construction Monitoring Coordination" request online at: https://ns.railprospermitting.com. The request can be found at the "new Application" screen on the top right.

If RailPros is selected for both flagging and construction monitoring, only one (1) request needs to be filled out for "Protection Services / Construction Monitoring Coordination."

III. QUESTIONS: If you have questions regarding the Construction Coordination request process or, the work plan requirements, or if you need assistance submitting a request, please send an email to NS.Info@RailPros.com or call (402) 965-0539. It is recommended that the contractor or construction field manager submit the request as information on specific construction means and methods are required. Projects are scheduled only after the construction work plan has been approved. **Entry onto Railway's property without the appropriate authorization as required in this letter is considered trespassing**.

NOTE: Please email to ns.permitting@railpros.com complete as-built drawings of the Facilities in an electronic format within thirty (30) days of (i) completion of the initial installation of the Facilities and (ii) completion of any material change to the Facilities.

Sincerely,

Valerie Harrill

Valerie Harrill
Real Estate Manager

11819 Miracle Hills Dr, Suite 102
PO Box 642270
Omaha, NE 68164

P: (402) 965-0539 **F**: (866) 762 - 7619
www.railpros.com

Docusign Envelope ID: 7050064F-8A59-88C4-8370-B47CE63E57C6

LICENSE AGREEMENT

THIS LICENSE AGREEMENT (this "Agreement"), dated as of September 15, 2026, (the "Effective Date") is made and entered into by and between

CENTRAL OF GEORGIA RAILROAD COMPANY, a Virginia corporation, whose mailing address is 650 West Peachtree St. Box 22, Atlanta, Georgia 30308 (hereinafter called "Railway"), and **CITY OF GRIFFIN**, whose mailing address is 100 South Hill Street, Griffin, Georgia 30223 (hereinafter called "Licensee").

W I T N E S S E T H

WHEREAS, Licensee has submitted to Railway an Application (as defined herein) related to the proposed installation and construction of an aerial transverse crossing of one (1) 432-count fiber optic cable and one (1) 48-count fiber optic cable, replacement of one (1) undocumented wood pole with like kind and install a new down guy and anchor, one (1) removal of a wood pole and one (1) undocumented wood pole to remain within Norfolk Southern Right-of-Way (hereinafter called the "Facilities") located in, over or under, and across the right-of-way or property and any tracks of Railway at or near:

- Milepost S-250.81, Coastal Division
- Latitude 33.250191, Longitude -84.254038
- Griffin, Spalding County, Georgia

the same to be located in accordance with and limited to the installation shown on the diagram set forth in **EXHIBIT A** attached hereto and made a part hereof (such right-of-way or property of Railway, collectively, the "Premises"); and

WHEREAS, Railway has approved the Application for the initial installation and construction of the Facilities; and

WHEREAS, Licensee desires a license to use such right-of-way or property of Railway for the installation and construction, as well as the subsequent maintenance, operation and removal, of the Facilities.

NOW, THEREFORE, Railway and Licensee agree as follows:

1. Grant; Consideration; Term. Subject to Section 2(b) below, Railway hereby grants to Licensee, insofar as Railway has the right to do so, without warranty and subject to all encumbrances, covenants and easements to which the Railway's title may be subject, the right to use and occupy so much of the Premises as may be necessary for the installation, construction, maintenance, operation and removal of the Facilities (collectively, "Operate" or "Operations"). Upon execution of this Agreement, Licensee shall pay to Railway (i) a non-refundable, non-assignable, one-time license fee in the amount of FIFTY-NINE THOUSAND SIX HUNDRED AND FIFTY AND 00/100 DOLLARS ($59,650.00), and (ii) if applicable as determined by Railway pursuant to Section 12 below, the Risk Financing Fee (as defined in Section 12). The

Docusign Envelope ID: 7050064F-8A59-88C4-8370-B47CE63E57C6

term of this Agreement shall commence on the Effective Date and shall continue for a period of twenty (20) years, subject to prior termination as hereinafter described (the "Term").

2. Use and Condition of the Premises.

(a) The Premises shall be used by Licensee only for Operations and for no other purpose. Licensee accepts the Premises in their current "as is" condition, as suited for Operations, and without the benefit of any improvements to be constructed by Railway.

(b) With respect to each Operations project that requires access to the Premises after the initial installation and construction of the Facilities, Licensee shall submit to Railway an application conforming to Railway's then-current standards and procedures (an "Application") for review and approval.

3. Installation of the Facilities; Railway Support. Licensee shall, at its expense, Operate the Facilities (i) on a lien-free basis and in such a manner as will not interfere with the operations of Railway, or endanger persons or property of Railway and (ii) in accordance with (a) the plans and specifications (if any) shown on the prints attached hereto and any other specifications prescribed by Railway, (b) applicable laws, regulations, ordinances and other requirements of federal, state and local governmental authorities, and (c) applicable specifications adopted by the American Railway Engineering and Maintenance-of-Way Association, when not in conflict with the applicable plans, specifications, laws, regulations, ordinances or requirements mentioned in clauses (a) and (b) above. All underground pipes must have secondary pipe containment if the material flowing through the pipeline poses a safety or environmental hazard. Any change to the character, capacity or use of the Facilities shall require execution of a new agreement. In the event it becomes necessary for Licensee to deviate from the approved plans and specifications, Licensee shall seek prior approval from Railway's Division Engineer or his or her authorized representative and, when applicable, an authorized representative of the Division Engineer in the field during Construction Monitoring. Licensee shall provide Railway with complete as-built drawings of the Facilities in an electronic format within thirty (30) days of (i) completion of the initial installation and construction of the Facilities and (ii) completion of any material change to the Facilities.

4. Railway Support. With respect to each Operations project that requires access to the Premises, Licensee shall, at the sole expense of Licensee, contract with one or more vendors approved by Railway for the provision of Support Services. The term "Support Services" means such materials and services as necessary, in Railway's sole judgment, to support Railway's tracks and to protect Railway's traffic, including without limitation flagging services and Construction Monitoring during Operations that require access to the Premises. Support Services shall be provided unless Railway's Division Engineer or his or her authorized representative provides to Licensee a written waiver of Support Services, whether in whole or in any part, in a given instance. The term "Construction Monitoring" means services comprised of personnel being assigned and present to monitor construction activities of Licensee on behalf of Railway, which may include a preconstruction site assessment and a post-construction site assessment.

Docusign Envelope ID: 7050064F-8A59-88C4-8370-B47CE63E57C6

5. Electronic Interference. If the Facilities cause degradation of Railway's signal, communications and other electronic systems (hereinafter collectively called the "Electronic Systems") or endanger Railway's personnel or other individuals entitled to be on or about the Premises, through inductive or electrostatic interference or otherwise, Licensee, at its expense, will modify the Facilities to the satisfaction of Railway so as to eliminate such degradation or danger. Such modifications may include, without limiting the generality of the foregoing, transposing circuits or providing additional shielding, reactance or other corrective measures deemed necessary by Railway. The provisions of this Section 5 shall apply to the Electronic Systems existing as of the date of this Agreement and to any Electronic Systems that Railway may install in the future.

6. Corrective Measures. If Licensee fails to take any corrective measures requested by Railway in a timely manner, or if an emergency situation is presented which, in Railway's judgment, requires immediate repairs to the Facilities, Railway, at Licensee's expense, may undertake such corrective measures or repairs as it deems necessary or desirable.

7. Railway Changes. If Railway shall make any changes, alterations or additions to the line, grade, tracks, structures, roadbed, installations, right-of-way or works of Railway, or to the character, height or alignment of the Electronic Systems, at or near the Facilities, Licensee shall, upon not less than thirty (30) days prior written notice from Railway and at Licensee's sole expense, make such changes in the location and character of the Facilities as, in the opinion of the chief engineering officer of Railway, shall be necessary or appropriate to accommodate any construction, improvements, alterations, changes or additions of Railway.

8. Assumption of Risk. Unless caused solely by the negligence of Railway or caused solely by the willful misconduct of Railway, Licensee hereby assumes all risk of damage to the Facilities and Licensee's other property relating to its use and occupation of the Premises or business carried on the Premises and any defects to the Premises; and Licensee hereby indemnifies Railway, its officers, directors, agents and employees from and against any liability for such damage.

9. Entry Upon Premises. Except as otherwise provided in this Agreement, Licensee shall enter the Premises in any given instance only pursuant to an approved Application. Prior to commencement of any work to be performed on or about the Premises, Licensee shall notify the Authorized Representative for the evaluation of the need for Support Services pursuant to Section 4 above. Within seventy-two (72) hours after the Division Engineer's actual receipt of such notification, the Authorized Representative shall review the necessity of flagmen for the proposed work and advise Licensee of such matters. In the event of an emergency, Licensee shall call the Railway police emergency line at (800) 453-2530. Except as otherwise provided in this Agreement, no work shall be permitted on or about the Premises without the presence of flagging protection or Railway's waiver of the requirement for flagging protection. Entry on or about the Premises or any other Railway right-of-way other than in compliance with this Agreement shall be deemed trespassing.

10. Liens; Taxes. Licensee will not permit any mechanic's liens or other liens to be placed upon the Premises, and nothing in this Agreement shall be construed as constituting the

Docusign Envelope ID: 7050064F-8A59-88C4-8370-B47CE63E57C6

consent or request of Railway, express or implied, to any person for the performance of any labor or the furnishing of any materials to the Premises, nor as giving Licensee any right, power or authority to contract for or permit the rendering of any services or the furnishing of any materials that could give rise to any mechanic's liens or other liens against the Premises. In addition, Licensee shall be liable for all taxes levied or assessed against the Facilities and any other equipment or other property placed by Licensee within the Premises. In the event that any such lien shall attach to the Premises or Licensee shall fail to pay such taxes, then, in addition to any other right or remedy available to Railway, Railway may, but shall not be obligated to, discharge the same. Any amount paid by Railway for any of the aforesaid purposes, together with related court costs, attorneys' fees, fines and penalties, shall be paid by Licensee to Railway within ten (10) days after Railway's demand therefor.

11. Indemnification. Licensee hereby agrees to indemnify and save harmless Railway, its officers, directors, agents and employees, from and against any and all liabilities, claims, losses, damages, expenses (including attorneys' fees) or costs for personal injuries (including death) and property damage to whomsoever or whatsoever occurring (hereinafter collectively, "Losses") that arise in any manner from (a) the presence of the Facilities on or about the Premises, (b) any Operations or any failure to conduct Operations properly, or (c) any act, omission or neglect of Licensee, its agents, servants, employees or contractors in connection therewith, unless caused solely by the negligence of Railway or caused solely by the willful misconduct of Railway.

12. Insurance.

(a) Insurance Requirements. Without limiting in any manner the liability and obligations assumed by Licensee under any other provision of this Agreement, and as additional protection to Railway, Licensee shall comply with the following provisions:

(i) Subject to subsection (ii) below, upon execution of this Agreement, Licensee shall pay Railway a risk financing fee of $1,900 (the "Risk Financing Fee") to provide Railroad Protective Liability Insurance or such supplemental insurance (which may be self-insurance) as Railway, in its sole discretion, deems to be necessary or appropriate with respect to the initial construction and installation of the Facilities.

(ii) Prior to commencement of each Operations project that requires access to the Premises, unless Railway elects to make available and Licensee pays the then-current Risk Financing Fee for a given Operations project, Licensee shall furnish Railway with an original Railroad Protective Liability ("RPL") Insurance Policy naming Railway as the named insured and having a limit of (1) not less than a combined single limit of $2,000,000 each occurrence and $6,000,000 aggregate, or (2) if the value of a given operations project exceeds $350,000, not less than a combined single limit of $5,000,000 per occurrence and $10,000,000 in the aggregate. Each RPL policy shall conform to CG 00 35 04 13 or equivalent and include coverage for Terrorism and the Physical Damage to Property Endorsement and shall name Norfolk Southern Corporation and its affiliates and subsidiaries as the insured. Licensee shall ensure that the project location, Licensee identification and work description appear on the declaration pages of a given RPL policy. Licensee shall provide an electronic copy of each RPL policy (and

Docusign Envelope ID: 7050064F-8A59-88C4-8370-B47CE63E57C6

not merely the binder) to Railway at ns.permitting@railpros.com for review and approval prior to commencing any work on the associated Operations project. Licensee may submit inquiries about RPL issues at ns.permitting@railpros.com.

(iii) Licensee shall maintain a Commercial General Liability ("CGL") policy containing products and completed operations and contractual liability coverage, with a combined single limit of not less than $1,000,000 for each occurrence. Any portion of this requirement may be satisfied by a combination of General Liability and/or Excess/Umbrella Liability Coverage. The policy shall not deny any obligation of any insured under the Federal Employer's Liability Act, as amended.

(iv) Licensee shall maintain Automobile Liability Insurance with a current ISO occurrence form policy (or equivalent) and apply on an "any auto" (Symbol 1) basis, including coverage for all vehicles used in connection with the Work or Services on the leased property, providing annual limits of at least $1,000,000 per occurrence for bodily injury and property damage combined including loading and unloading.

(v) Licensee shall maintain Workers' Compensation Insurance to meet fully the requirement of any compensation act, plan or legislative enactment applicable in connection with the death, disability or injury of Licensee's officers, agents, servants or employees arising directly or indirectly out of the performance of this Agreement;

(vi) Licensee shall maintain Employers' Liability Insurance with limits of not less than $1,000,000 each accident $1,000,000 policy limit for disease, and $1,000,000 each employee for disease;

(b) General Insurance Requirements. Each insurance policy referred to in subsection (a) above shall also comply with the following requirements:

(i) Additional Insureds. [Reserved]

(ii) Licensee's Coverage Primary and Without Right to Contribution. All policies secured by Licensee, whether primary, excess, umbrella or otherwise, and providing coverage to the Railway as an additional insured (1) are intended to take priority in responding and to pay before any insurance policies Railway may have secured for itself must respond or pay and (2) may not seek contribution from any policies the Railway may have secured for itself.

(iii) Severability of Interests (Cross Liability). No cross-liability exclusions are permitted that would apply to the additional insureds, and there may not be any restrictions in any policy that limits coverage for a claim brought by an additional insured against a named insured.

(iv) Waiver of Subrogation. To the fullest extent permitted by law, all insurance furnished by Licensee pursuant to this Agreement shall include a waiver of subrogation in favor of Railway with an appropriate endorsement to each policy.

Docusign Envelope ID: 7050064F-8A59-88C4-8370-B47CE63E57C6

(v) Notice of Cancellation, Modification or Termination. Each insurance policy shall not be subject to cancellation, termination, modification, changed, or non-renewed except upon thirty (30) days' prior written notice to the additional insureds.

(vi) No Limitation. Each insurance policy shall not limit any of Licensee's indemnity obligations or other liabilities under this Agreement. The insurance available to Railway and its parent, subsidiary and affiliated companies asadditional insureds shall not be limited by these requirements should Licensee maintain higher coverage limits.

(vii) Any deductibles or self-insured retentions of Licensee over $50,000 must be declared and approved by Railway. Approval of such requests shall not be unreasonably withheld.

(viii) Licensee shall require all subcontractors who are not covered by the insurance carried by Licensee to maintain the insurance coverages set forth in subsection (a) above, except for the RPL insurance, including but not limited to additional insured status for Railway and its parent, subsidiary and affiliated companies.

(ix) Licensee shall furnish their memorandum of insurance and the RPL Insurance Policy to Railway's Managing Agent prior to execution of this Agreement at ns.permitting@railpros.com. The insurance coverage required herein shall in no way limit Licensee's liability under this Agreement.

13. Environmental Matters. Licensee assumes all responsibility for any environmental obligations imposed under applicable laws, regulations, ordinances or other requirements of federal, state and local governmental authorities relating to (a) any Operations, including notification and reporting of any releases, and (b) any contamination of any property, water, air or groundwater arising or resulting, in whole or in part, from Licensee's operation or use of the Premises pursuant to this Agreement. In addition, Licensee shall obtain any necessary permits to conduct Operations. Licensee agrees to indemnify and hold harmless Railway from and against any and all fines, penalties, demands or other Losses (including attorneys' fees) incurred by Railway or claimed by any person, company or governmental entity relating to (a) any contamination of any property, water, air or groundwater due to the use or presence of the Facilities on the Premises, (b) Licensee's violation of any laws, regulations or other requirements of federal, state or local governmental authorities in connection with the use or presence of the Facilities on the Premises or (c) any violation of Licensee's obligations imposed under this Section. Without limitation, this indemnity provision shall extend to any cleanup and investigative costs relating to any contamination of the Premises arising or resulting from, in whole or in part, Licensee's use of the Facilities or any other activities by or on behalf of Licensee occurring on or about the Premises. Licensee further agrees not to dispose of any trash, debris or wastes, including hazardous waste, on the Premises and will not conduct any activities on the Premises which would require a hazardous waste treatment, storage or disposal permit.

14. Assignments and Other Transfers.

Docusign Envelope ID: 7050064F-8A59-88C4-8370-B47CE63E57C6

(a) Licensee shall not assign, transfer, sell, mortgage, encumber, sublease or otherwise convey (whether voluntarily, involuntarily or by operation of law) this Agreement or any interest therein, nor license, mortgage, encumber or otherwise grant to any other person or entity (whether voluntarily, involuntarily or by operation of law) any right or privilege in or to the Premises (or any interest therein), in whole or in part, without the prior written consent of Railway, which consent may be withheld by Railway in its sole discretion. Any such assignment or other transfer made without Railway's prior written consent shall be null and void and, at Railway's option, shall constitute an immediate default of this Agreement. Notwithstanding the foregoing, upon prior written notice to Railway, Licensee may assign this Agreement to a parent, a wholly-owned subsidiary of Licensee or a wholly-owned subsidiary of Licensee's parent without Railway's consent; provided, however, that no such assignment shall relieve Licensee of its obligations under this Agreement.

(b) Railway shall have the right to transfer and assign, in whole or in part, all its rights and obligations hereunder and in or to the Premises. From and after the effective date of any such assignment or transfer, Railway shall be released from any further obligations hereunder; and Licensee shall look solely to such successor-in-interest of Railway for the performance of the obligations of "Railway" hereunder.

15. Meaning of "Railway". The word "Railway" as used herein shall include any other company whose property at the aforesaid location may be leased or operated by Railway. Said term also shall include Railway's officers, directors, agents and employees, and any parent company, subsidiary or affiliate of Railway and their respective officers, directors, agents and employees.

16. Default; Remedies.

(a) The following events shall be deemed to be events of default by Licensee under this Agreement:

(i) Licensee shall fail to pay the Fee or any other sum of money due hereunder and such failure shall continue for a period of ten (10) days after the due date thereof;

(ii) Licensee shall fail to comply with any provision of this Agreement not requiring the payment of money, all of which terms, provisions and covenants shall be deemed material, and such failure shall continue for a period of thirty (30) days after written notice of such default is delivered to Licensee;

(iii) Licensee shall become insolvent or unable to pay its debts as they become due, or Licensee notifies Railway that it anticipates either condition;

(iv) Licensee takes any action to, or notifies Railway that Licensee intends to file a petition under any section or chapter of the United States Bankruptcy Code, as amended from time to time, or under any similar law or statute of the United States or any State thereof; or a petition shall be filed against Licensee under any such statute; or

Docusign Envelope ID: 7050064F-8A59-88C4-8370-B47CE63E57C6

(v) A receiver or trustee shall be appointed for Licensee's license interest hereunder or for all or a substantial part of the assets of Licensee, and such receiver or trustee is not dismissed within sixty (60) days of the appointment.

(b) Upon the occurrence of any event or events of default by Licensee, whether enumerated in this Section or not, Railway shall have the option to pursue any remedies available to it at law or in equity without any additional notices to Licensee. Railway's remedies shall include, but not be limited to, the following: (i) termination of this Agreement, in which event Licensee shall immediately surrender the Premises to Railway; (ii) entry into or upon the Premises to do whatever Licensee is obligated to do under the terms of this License, in which event Licensee shall reimburse Railway on demand for any expenses which Railway may incur in effecting compliance with Licensee's obligations under this License, but without rendering Railway liable for any damages resulting to Licensee or the Facilities from such action; and (iii) pursuit of all other remedies available to Railway at law or in equity, including, without limitation, injunctive relief of all varieties.

17. Railway Termination Right. Notwithstanding anything to the contrary in this Agreement, Railway shall have the right to terminate this Agreement and the rights granted hereunder, after delivering to Licensee written notice of such termination no less than sixty (60) days prior to the effective date thereof, upon the occurrence of any one or more of the following events:

(a) If Licensee shall fail to install the Facilities within one (1) year from the date of the Agreement, or if Licensee shall discontinue the use or operations of the Facilities for one (1) year; or

(b) If Railway shall be required by any governmental authority having jurisdiction over the Premises to remove, relocate, reconstruct or discontinue operation of its railroad on or about the Premises; or

(c) If Railway, in the good faith judgment of its Superintendent, shall require a change in the location or elevation of its railroad on or about the location of the Facilities or the Premises that might effectively prohibit the use or operation of the Facilities; or

(d) If Railway, in the good faith judgment of its Superintendent, determines that one or more aspects of Operations unduly interfere with the operation and maintenance of the facilities of Railway, or with the present or future use of such property by Railway, its lessees, affiliates, successors or assigns, for their respective purposes.

18. Condemnation. If the Premises or any portion thereof shall be taken or condemned in whole or in part for public purposes, or sold in lieu of condemnation, then this Agreement and the rights granted to Licensee hereunder shall, at the sole option of Railway, forthwith cease and terminate. All compensation awarded for any taking (or sale proceeds in lieu thereof) shall be the property of Railway, and Licensee shall have no claim thereto, the same being hereby expressly waived by Licensee.

19. Removal of Facilities; Survival. The Facilities are and shall remain the personal property of Licensee. Upon the expiration or termination of this Agreement, Licensee shall remove the Facilities from the Premises within thirty (30) days after the effective date thereof. In

Docusign Envelope ID: 7050064F-8A59-88C4-8370-B47CE63E57C6

performing such removal, unless otherwise directed by Railway, Licensee shall restore the Premises to the same condition as existed prior to the installation or placement of Facilities, reasonable wear and tear excepted. In the event Licensee shall fail to so remove the Facilities or restore the Premises, the Facilities shall be deemed to have been abandoned by Licensee, and the same shall become the property of Railway for Railway to use, remove, destroy or otherwise dispose of at its discretion and without responsibility for accounting to Licensee therefor; provided, however, in the event Railway elects to remove the Facilities, Railway, in addition to any other legal remedy it may have, shall have the right to recover from Licensee all costs incurred in connection with such removal and the restoration of the Premises. Notwithstanding anything to the contrary contained in this Agreement, the expiration or termination of this Agreement, whether by lapse of time or otherwise, shall not relieve Licensee from Licensee's obligations accruing prior to the expiration or termination date, and such obligations shall survive any such expiration or other termination of this Agreement.

20. Entire Agreement. This Agreement contains the entire agreement of Railway and Licensee and supersedes any prior understanding or agreement between Railway and Licensee respecting the subject matter hereof, and no representations, warranties, inducements, promises or agreements, oral or otherwise, between the parties not embodied in this Agreement shall be of any force or effect.

21. Attorneys' Fees. If Railway should bring any action under this Agreement or consult or place the Agreement or any amount payable by Licensee hereunder, with an attorney concerning or for the enforcement of any of Railway's rights hereunder, then Licensee agrees in each and any such case to pay to Railway all costs, including but not limited to court costs and attorneys' fees, incurred in connection therewith.

22. Severability. If any clause or provision of this Agreement is illegal, invalid or unenforceable under present or future laws effective during the Term, then and in that event, it is the intention of the parties hereto that the remainder of this Agreement shall not be affected thereby; and it is also the intention of the parties to this Agreement that in lieu of each clause or provision of this Agreement that is illegal, invalid or unenforceable, there be added as a part of this Agreement a clause or provision as similar in terms to such illegal, invalid or unenforceable clause or provision as may be possible and be legal, valid and enforceable.

23. Modifications; Waiver; Successors and Assigns. This Agreement may not be altered, changed or amended, except by instrument in writing signed by both parties hereto. No provision of this Agreement shall be deemed to have been waived by Railway unless such waiver shall be in a writing signed by Railway and addressed to Licensee, nor shall any custom or practice that may evolve between the parties in the administration of the terms hereof be construed to waive or lessen the right of Railway to insist upon the performance by Licensee in strict accordance with the terms hereof. The terms and conditions contained in this Agreement shall apply to, inure to the benefit of, and be binding upon the parties hereto, and upon their respective successors in interest and legal representatives, except as otherwise herein expressly provided. If there shall be more than one Licensee, the obligations hereunder imposed upon Licensee shall be joint and several.

Docusign Envelope ID: 7050064F-8A59-88C4-8370-B47CE63E57C6

24. Notice. Any and all other notices, demands or requests by or from Railway to Licensee, or Licensee to Railway, shall be in writing and shall be sent by (a) postage paid, certified mail, return receipt requested, or (b) a reputable national overnight courier service with receipt therefor, or (c) personal delivery, and addressed in each case as follows:

If to Railway:
c/o Norfolk Southern Corporation
650 West Peachtree Street, Box 22
Atlanta, Georgia 30308
Attention: Director Real Estate

If to Licensee:
CITY OF GRIFFIN
100 South Hill Street
Griffin, Georgia 30223
Attention: Telecommunications

Either party may, by notice in writing, direct that future notices or demands be sent to a different address. All notices hereunder shall be deemed given upon receipt (or, if rejected, upon rejection).

25. Miscellaneous. Time is of the essence with regard to each provision of this Agreement. This Agreement shall be construed and interpreted in accordance with and governed by the laws of the State in which the Premises are located. Each covenant of Railway and Licensee under this Agreement is independent of each other covenant under this Agreement. No default in performance of any covenant by a party shall excuse the other party from the performance of any other covenant. The provisions of this Agreement that, by their nature, are intended to survive the expiration or earlier termination of this Agreement, including Sections 8, 10, 11, 13 and 19, shall so survive.

26. Limitations of Grant. Licensee acknowledges that the license granted hereunder is a quitclaim grant, made without covenants, representations or warranties with respect to Railway's (a) right to make the grant, (b) title in the Premises, or (c) right to use or make available to others the Premises for the purposes contemplated herein. Railway is the owner and/or holder of the Premises subject to the terms and limitations under which it is owned or held, including without limitation conditions, covenants, restrictions, easements (including any pre-existing fiber optic easements or licenses), encroachments, leases, licenses, permits, mortgages, indentures, reversionary interests, fee interests, zoning restrictions and other burdens and limitations, of record and not of record, and to rights of tenants and licensees in possession, and Licensee agrees that the rights licensed hereunder are subject and subordinate to each and all of the foregoing. Licensee accepts this grant knowing that others may claim that Railway has no right to make it, and Licensee agrees to release, hold harmless and indemnify (and, at Railway's election, defend, at Licensee's sole expense, with counsel approved by Railway) Railway, its affiliated companies, and its and their respective officers, directors, agents and employees, from and against any detriments to, or liabilities of, any type or nature arising from such claims, including punitive damages and any forfeitures declared or occurring as a result of this grant.

Docusign Envelope ID: 7050064F-8A59-88C4-8370-B47CE63E57C6

27. Limitations Upon Damages. Notwithstanding any other provision of this Agreement, Railway shall not be liable for breach of this Agreement or under this Agreement for any consequential, incidental, exemplary, punitive, special, or business damages or lost profits, or for any claims for death, personal injury, and property loss and damage which occurs by reason of, or arises out of, or is incidental to the interruption in or usage of the Facilities placed upon or about the Premises by Licensee, including without limitation any damages under such claims that might be considered consequential, incidental, exemplary, punitive, special, or business damages or lost profits. It is understood and agreed by Licensee that Railway cannot and will not make any warranties, representations or guarantees that Licensee's communication system (if any), as located on Railway's property, will not be interrupted.

IN WITNESS WHEREOF, the parties hereto have executed this Agreement in duplicate, each part being an original, as of the date first above written.

Witness:

_____
As to Railway

CENTRAL OF GEORGIA RAILROAD COMPANY

Signed by:
Solomon Jackson
2837D5D5B1D04F0...

By: _____
Real Estate Manager

Witness:

_____
As to Licensee

CITY OF GRIFFIN

Signed by:
361E959C73124C9...

By: _____

Title: Secretary

Signed by:
SB0C3801DA3D45...

Attest: _____
Jessica W. O'Connor, Secretary

Approved as to Form:

Signed by:
Andrew J. Whalen, III Attorney)
1A5EA9F41E3A196...

Andrew J. Whalen, III, City Attorney

Activity Number: 1334146
GA: 02/21/2026

DS
JJ

Docusign Envelope ID: 7050064F-8A59-88C4-8370-B47CE63E57C6

NORFOLK SOUTHERN RAILROAD PERMIT
SPALDING COUNTY

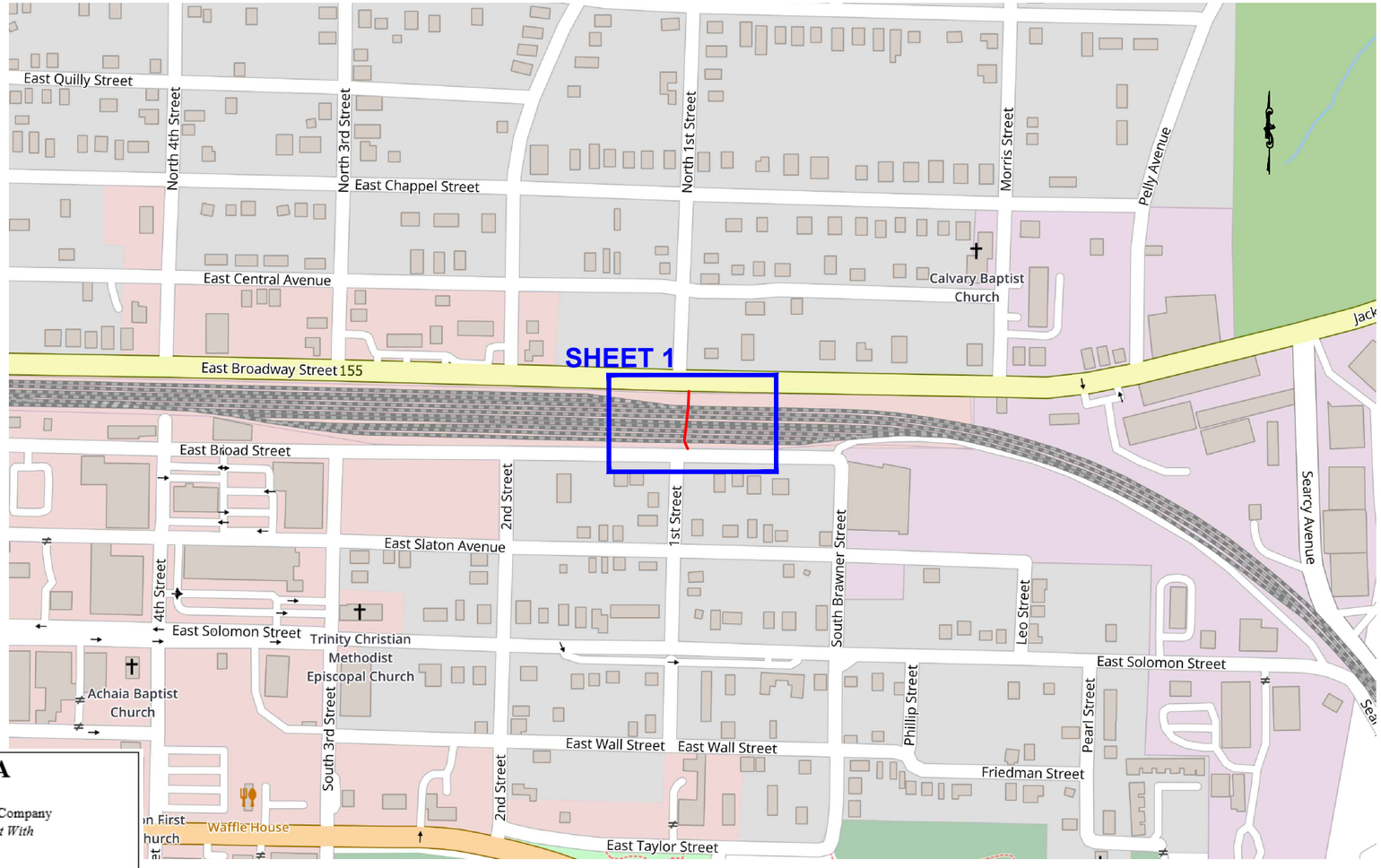


EXHIBIT A

3 Pages

Central of Georgia Railroad Company

Accompanying Agreement With

City of Griffin

Activity No.:	1334146	**E.S.:**	13243+77
Division:	Coastal	**Mile Post:**	S-250.81
Val Sec:	13	**Map No.:**	5
City:	Griffin	**County:**	Spalding
State:	Georgia		
Lat:	33.250191	**Long:**	-84.254038

All work to be performed in accordance with the latest approved Norfolk Southern NSCE-4 and NSCE-8 Specifications

BLASTING NOT PERMITTED **DATED 1/8/2026**

N

ENGINEERING FIRM ADDRESS:

UTILITY DESIGN PARTNERS, LLC.
1160 MCCAIG RD
LINCOLN, AL 35096

CONTACT PHONE:

DAVID BRYSON
813-629-1266

NOTE:

ALL AERIAL FIBER TO BE DOUBLE LASHED.

LOCATE ALL UTILITIES PRIOR TO ANY EXCAVATION.

ENGINEER:

UDP UTILITY DESIGN PARTNERS, LLC

OWNER/ DEVELOPER:

Griffin Growing, TOGETHER

RTC

REVISIONS

REV.	DATE	BY

DRAWN BY	SCALE
JC	N/A

PROJECT GRIFFIN GA

SHEET COVER

811 Know what's **below.** **Call** before you dig.

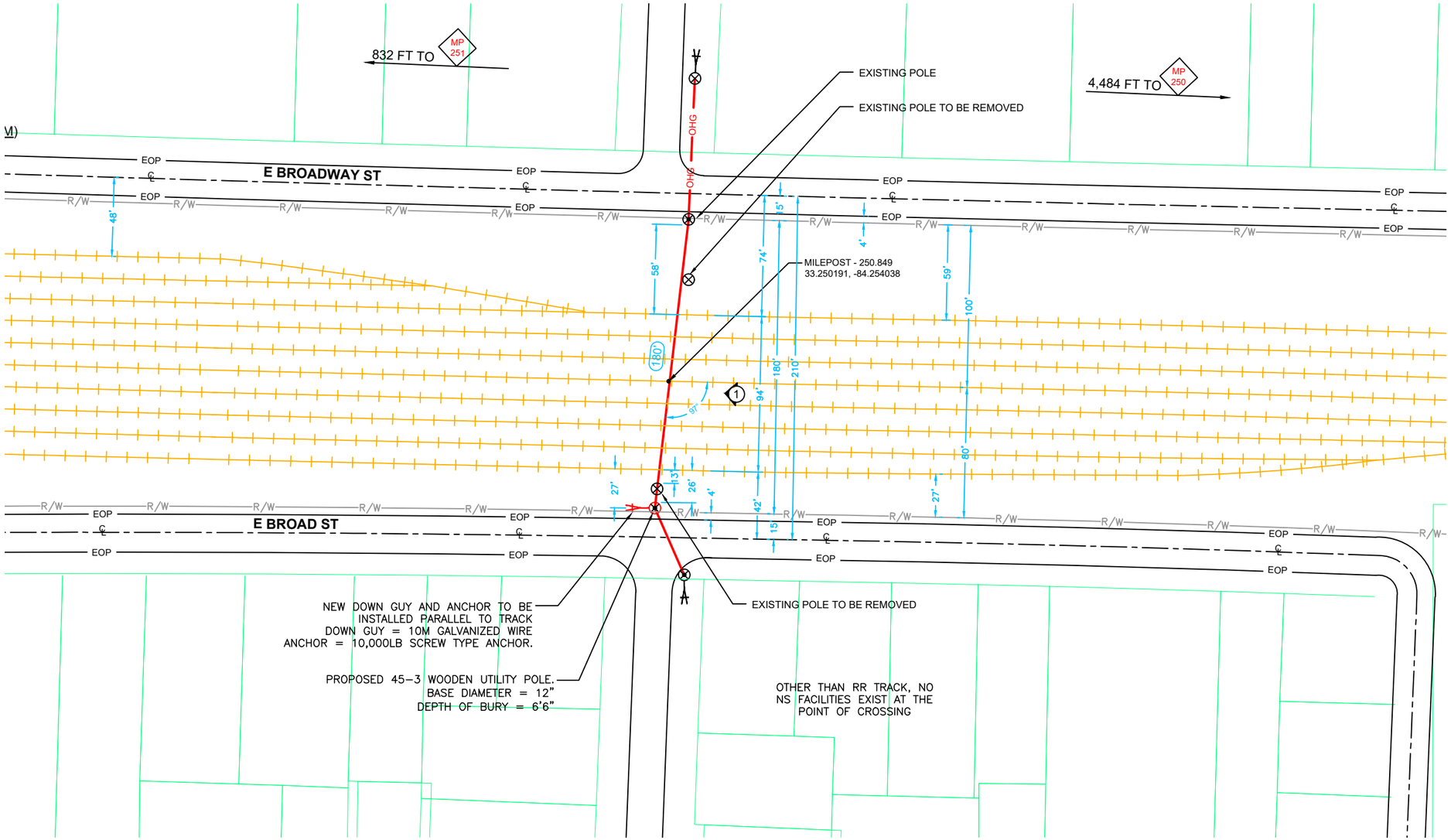


EXHIBIT A

3 Pages

Central of Georgia Railroad Company

Accompanying Agreement With

City of Griffin

Activity No.:	1334146	**E.S.:**	13243+77
Division:	Coastal	**Mile Post:**	S-250.81
Val Sec:	13	**Map No.:**	5
City:	Griffin	**County:**	Spalding
State:	Georgia		
Lat:	33.250191	**Long:**	-84.254038

All work to be performed in accordance with the latest approved Norfolk Southern NSCE-4 and NSCE-8 Specifications

BLASTING NOT PERMITTED **DATED 1/8/2026**

NORFOLK SOUTHERN RAILROAD PERMIT SPALDING COUNTY

811 Know what's **below.** **Call** before you dig.

0 10' 20' 30' 40' 50'

SCALE: 1"=50'

NO.	DATE	ENG DESIGN	DRAFTING	COMMENT
3				AS-BUILT
2				REVISION # 1
1				ORIGINAL

UDP Utility Design Partners, LLC

ENGINEER: David Bryson

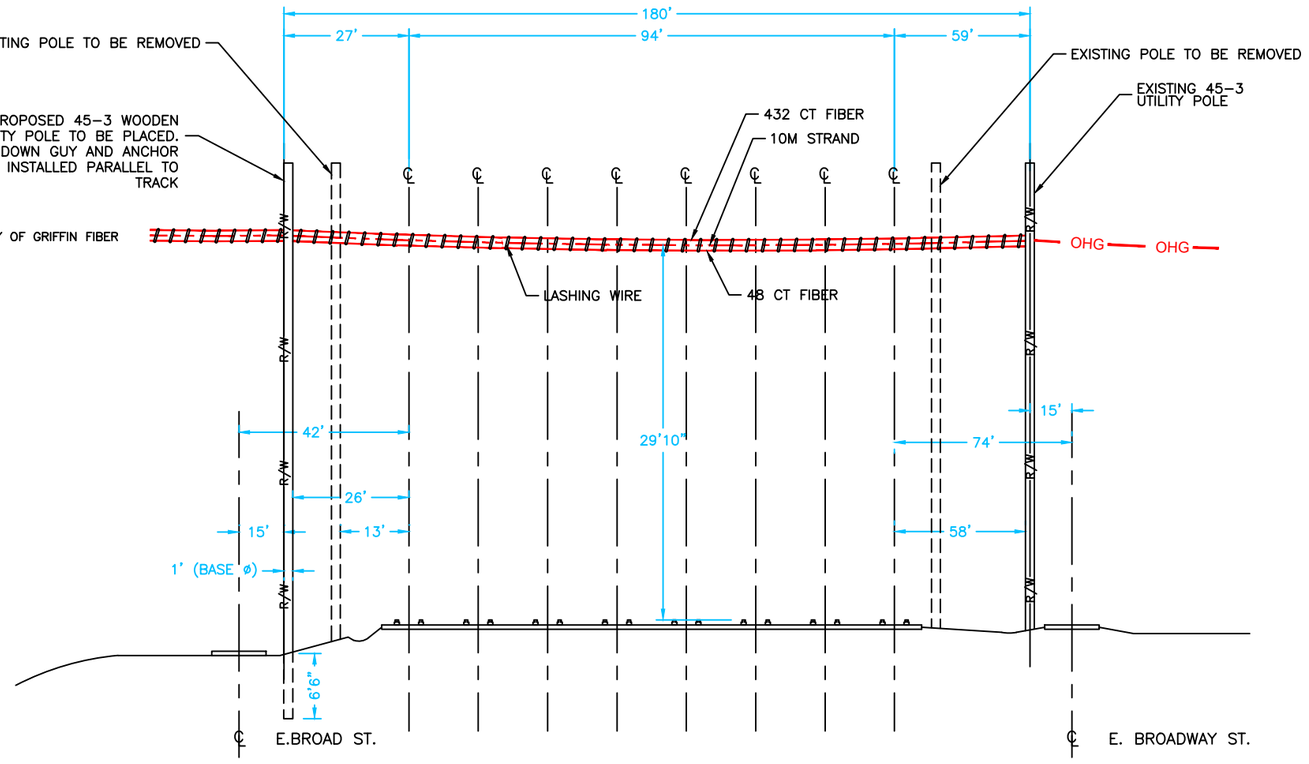
ENGINEERING FIRM: UTILITY DESIGN PARTNERS, LLC

PROJECT NUMBER: RG24-104-GriffinGA-ETinsleyCabinet

LOCATION: Griffin, GA
Spalding County

DRAWING NAME: Griffin Feeder 1 E Tinsley St Route123 - RR2.dwg

CONFIDENTIAL/PROPRIETARY SHEET: 1



1/2 AERIAL PROFILE #1
RAILROAD AERIAL CROSSING
LOOKING WEST

EXHIBIT A

3 Pages

Central of Georgia Railroad Company

Accompanying Agreement With

City of Griffin

Activity No.:	1334146	**E.S.:**	13243+77
Division:	Coastal	**Mile Post:**	S-250.81
Val Sec:	13	**Map No.:**	5
City:	Griffin	**County:**	Spalding
State:	Georgia		
Lat:	33.250191	**Long:**	-84.254038

All work to be performed in accordance with the latest approved Norfolk Southern NSCE-4 and NSCE-8 Specifications

BLASTING NOT PERMITTED **DATED 1/8/2026**

NORFOLK SOUTHERN RAILROAD PERMIT SPALDING COUNTY

811 Know what's **below.** **Call** before you dig.

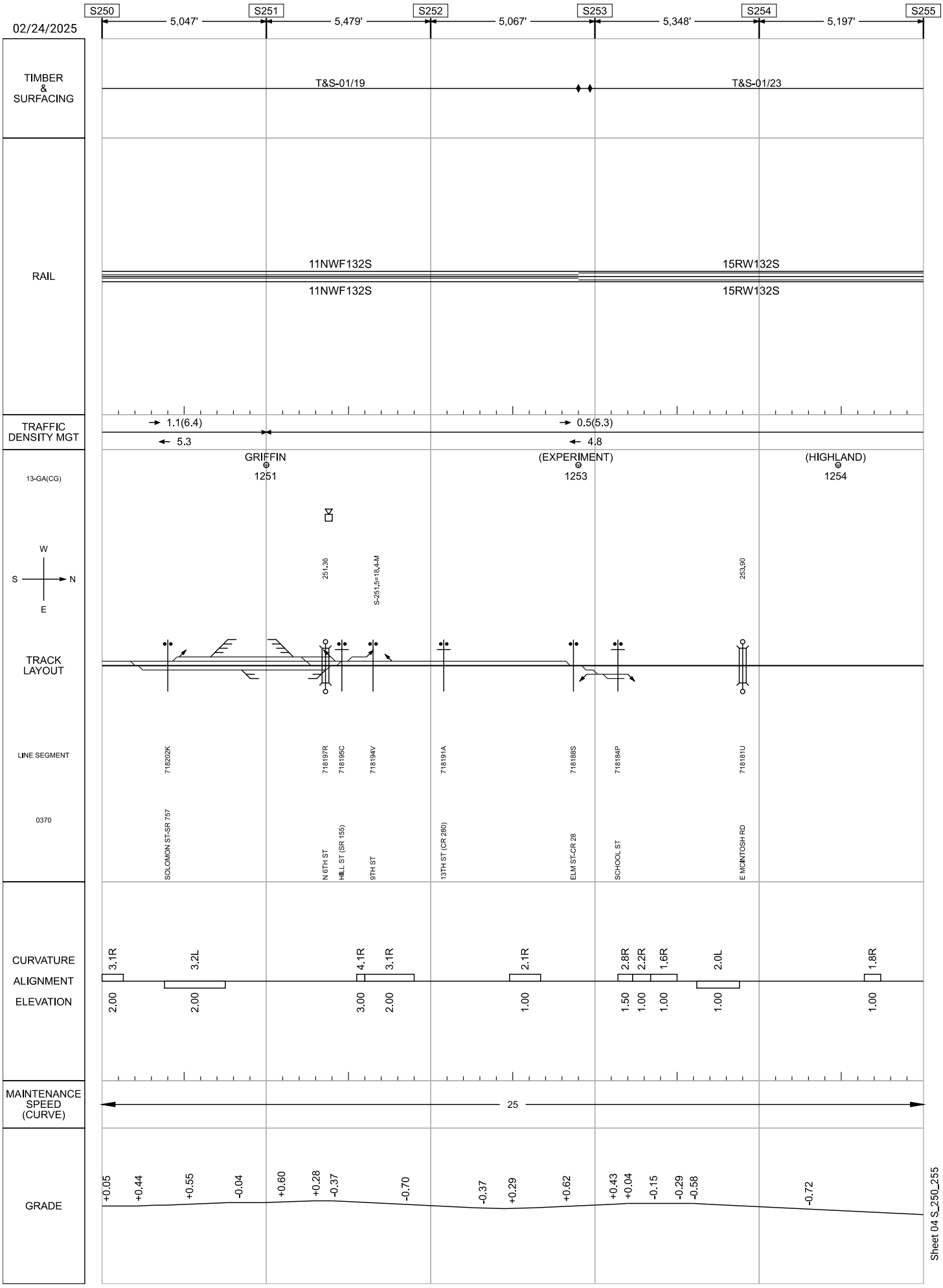
NTS

NO.	DATE	ENG DESIGN	DRAFTING	COMMENT
3				AS-BUILT
2				REVISION # 1
1				ORIGINAL

ENGINEER: David Bryson
ENGINEERING FIRM: UTILITY DESIGN PARTNERS, LLC
PROJECT NUMBER: RG24-104-GriffinGA-ETinsleyCabinet
LOCATION: Griffin, GA
Spalding County
DRAWING NAME: Griffin Feeder 1 E Tinsley St Route123 - RR2.dwg
CONFIDENTIAL/PROPRIETARY SHEET: 2

Docusign Envelope ID: 7050064F-8A59-88C4-8370-B47CE63E57C6

02/24/2025



Sheet 04 S_250_255

General Reference Only - Not for Operational Purposes

AGENDA ITEM SUMMARY

ITEM SUMMARY:

Consider the Cost Allocation Manual Scope of Work for FY27 with Baker Tilly in the amount of $8,000.00, under a previously approved Master Services Agreement. *Deputy Director of IT & Telecom, Chris Sprayberry, will address.*

SPECIAL CONSIDERATIONS OR CONCERNS:

This Cost Allocation Manual Scope of Work will be prepared in accordance with the new requirements in Georgia Public Service Commission Docket No. 56628 regarding the filing requirements for Municipal CLECs.

STAFF RECOMMENDATION:

Staff recommends approval.

FINANCIAL IMPACT:

The $8,000.00 expense was not budgeted by the Telecom Department for FY27. This will be addressed on the quarterly housekeeping budget amendment.

Submitted By:
Chris Sprayberry

Meeting Date:
22/09/2026

ATTACHMENTS:
FY27 Baker Tilly Statement of Work with City of Griffin, Cost Allocation Manual.pdf
Moss Adams - Baker Tilly-MSA 2023.pdf
GPSC Docket 56628 - Document 226934 - City of Griffin.pdf

STATEMENT OF WORK

COST STUDY AND REGULATORY CONSULTING

AUGUST 28, 2026

This Statement of Work ("Statement of Work" or "SOW") is issued pursuant to the Master Services Agreement (the "Master Services Agreement" or "Consulting MSA") dated August 16, 2023 between City of Griffin, Inc. ("Client," "you," and "your") and Baker Tilly Advisory Group, LP ("Baker Tilly," "we," "us," and "our"), and incorporates all terms and conditions thereof as if fully set forth herein. Due to a merger and restructuring of Moss Adams LLP's business, all rights and obligations of Moss Adams LLP in the MSA have been assigned to and assumed by Baker Tilly. This Statement of Work is effective as of the date set forth above and confirms our acceptance and understanding of the nature and scope of our engagement, the limitations of the Services, and the responsibilities of Baker Tilly and Client in connection therewith. This SOW and the Consulting MSA are made part of the Agreement, as set forth in the Consulting MSA. Any capitalized terms not defined herein shall have the meaning set forth in the Consulting MSA.

Summary of Services and Deliverables

Our services to you under this engagement (the "Services") will include the following:

- **Cost Allocation Manual**: We will assist you with the preparation of a 2025 cost allocation manual, describing the City's accounting methodology in directly assigning costs to the Competitive Local Exchange Carrier's ("CLEC") operations, or apportioning costs between the City's CLEC operations and other affiliated operations. The CAM will be prepared in accordance with the requirements in Georgia Public Service Commission ("PSC") Docket No. 56628 regarding filing requirements for municipal CLECs.

Your Assistance

It is your responsibility to provide all the information required for the performance of the services outlined in the *Summary of Services* above. You agree to bring to our attention any matters that may reasonably be expected to require further consideration. You also agree to bring to our attention any changes in the information as originally provided to us as soon as such information becomes available.

You represent that the information you are supplying to us is accurate and complete to the best of your knowledge and is supported by records as required by law. We will not audit or otherwise verify the data you submit, although it may be necessary to ask you to clarify some of the information. **To the extent the information that you provide is incorrect, incomplete or has other errors, we are not responsible for how those errors impact the correctness of our work product.**

You are fully responsible for your financial statements, including the establishment and maintenance of adequate records and effective internal controls over financial reporting. Baker Tilly assumes no responsibility to provide you with assurance about the accuracy of financial statements, or whether such financial statements are free of misstatements due to fraud or in compliance with applicable laws or regulations.

Baker Tilly's services may include advice and recommendations, but all decisions in connection with the implementation of such advice and recommendations shall be the responsibility of, and made by, Client. Baker Tilly will not perform any management functions or make management decisions for Client in connection with this engagement.

In addition, you agree to perform the following in connection with these non-attest Services:

- Make all management decisions and perform all management functions and assume all management responsibilities.
- Oversee the Services by designating one or more individuals, preferably within senior management, who possess the skill, knowledge and/or experience to oversee the Services performed. Such an individual is not required to possess the expertise to perform or reperform the Services.
- Evaluate the adequacy and results of the Services performed.
- Accept responsibility for the results of the Services.

It is our understanding that the Client has or will designate an appropriate person to oversee our Services and that, in the opinion of the Client, such person is qualified to oversee the Services as outlined above. If any issues or concerns in this area arise during the course of our engagement, we will discuss them with you prior to continuing with the engagement.

Regulatory Positions

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

Data Privacy and Security

To the extent the Services require Baker Tilly to receive personal data or personal information, excluding protected health information, from Client, Baker Tilly may process, and engage subcontractors to assist with processing, any personal data or personal information, as those terms are defined in applicable privacy laws. Baker Tilly’s processing shall be in accordance with the requirements of the applicable privacy laws relevant to the processing in providing Services hereunder, including Services performed to meet the business purposes of the Client, such as Baker Tilly’s tax, advisory, and other consulting services. Applicable privacy laws may include any local, state, federal or international laws or regulations governing the collection, use, disclosure, sharing or other processing of personal data or personal information with which Baker Tilly or its clients must comply. Such privacy laws may include (i) the EU General Data Protection Regulation 2016/679 (GDPR); (ii) the California Consumer Privacy Act of 2018 (CCPA); and/or (iii) other laws regulating marketing communications, requiring security breach notification, imposing minimum security

requirements, requiring the secure disposal of records, and other similar requirements applicable to the processing of personal data or personal information. Baker Tilly is acting as a Service Provider/Data Processor, as those terms are defined respectively under the CCPA/GDPR, in relation to Client personal data and personal information. As a Service Provider/Data Processor processing personal data or personal information on behalf of Client, Baker Tilly shall, unless otherwise permitted by applicable privacy law, (a) follow Client instructions; (b) not sell personal data or personal information collected from the Client or share the personal data or personal information for purposes of targeted advertising; (c) not process personal data or personal information for commercial purposes other than related to the Client's engagement; (d) notify Client if it becomes aware it can no longer comply with applicable privacy law and, upon such notice, shall permit Client to take reasonable and appropriate steps to remediate personal data or personal information processing; and (e) cooperate with and provide reasonable assistance to Client to ensure compliance with applicable privacy laws. Client is responsible for notifying Baker Tilly of any applicable privacy laws the personal data or personal information provided to Baker Tilly is subject to, and Client represents and warrants it has all necessary authority (including any legally required consent from individuals) to transfer such information and authorize Baker Tilly to process such information in connection with the Services described herein. Client further understands Baker Tilly US, LLP and Baker Tilly Advisory Group, LP and subsidiaries, including Baker Tilly One India LLP, may process Client data as necessary to perform the Services, pursuant to the alternative practice structure in place between these entities. Client agrees that Baker Tilly has the right to utilize Client data to improve internal processes and procedures and to generate aggregated/de-identified data from the data provided by Client to be used for Baker Tilly business purposes and with the outputs owned by Baker Tilly. For clarity, Baker Tilly will only disclose aggregated/de-identified data in a form that does not identify Client, Client employees, or any other individual or business entity and that is stripped of all persistent identifiers. Client is not responsible for Baker Tilly's use of aggregated/de-identified data.

Baker Tilly has established information security related operational requirements that support the achievement of our information security commitments, relevant information security related laws and regulations, and other information security related system requirements. Such requirements are communicated in Baker Tilly's policies and procedures, system design documentation, and contracts with customers. Information security policies have been implemented that define our approach to how systems and data are protected. Client is responsible for providing timely written notification to Baker Tilly of any additions, changes or removals of access for Client personnel to Baker Tilly provided systems or applications. If Client becomes aware of any known or suspected information security or privacy related incidents or breaches related to this SOW, Client should timely notify Baker Tilly via email at dataprotectionofficer@bakertilly.com.

Alternative Practice Structure

Baker Tilly US, LLP and Baker Tilly Advisory Group, LP and its subsidiary entities provide professional services through an alternative practice structure in accordance with the AICPA Code of Professional Conduct and applicable laws, regulations and professional standards. Baker Tilly US, LLP is a licensed independent CPA firm that provides attest services to clients. Baker Tilly Advisory Group, LP and its subsidiary entities provide tax and business advisory services to their clients. Baker Tilly Advisory Group, LP and its subsidiary entities are not licensed CPA firms. Baker Tilly Advisory Group, LP and its subsidiaries and Baker Tilly US, LLP are independent members of Baker Tilly International Limited ("Baker Tilly International"). Baker Tilly International is an English company. Baker Tilly International provides no professional services to clients. Each member firm is a separate and independent legal entity, and each describes itself as such. Baker Tilly Advisory Group, LP and Baker Tilly US, LLP are not Baker Tilly International's agents and do not have the

authority to bind Baker Tilly International or act on Baker Tilly International's behalf. None of Baker Tilly International, Baker Tilly Advisory Group, LP, Baker Tilly US, LLP, nor any of the other member firms of Baker Tilly International have any liability for each other's acts or omissions. The name Baker Tilly and its associated logo is used under license from Baker Tilly International Limited.

Fees

The fees for the providing the above core consulting services will be approximately $8,000. You will also be billed for expenses, as applicable. Our invoices will be rendered each month as work progresses and are payable on presentation.

Additional Services

During the term of this Agreement, we may provide services outside the Services described above if they are closely related to the engagement or are minor in nature (e.g., brief inquiries), **provided such services are mutually agreed upon and documented in writing or electronic communication.**

Our fees are based on the assumption that you will provide complete and accurate information and timely assistance. If additional effort is required due to unforeseen difficulties, changes in facts or law, or your failure to provide complete, accurate, or timely information, we will notify you promptly and agree with you on any revised fees.

ACCEPTED AND AGREED:

The undersigned hereby executes this SOW on behalf of the party indicated with full authority to do so.sd

Baker Tilly Advisory Group, LP	**City of Griffin, Inc.**
By: 	By:
Name: Tym Rutkowski	Name:
Title: Principal	Title:
Date: August 28, 2026	Date:

MASTER SERVICES AGREEMENT

August 16, 2023

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

City of Griffin

1. Agreement Scope

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

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

2. Your Responsibilities

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

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

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

3. Reports

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

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

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

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

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

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

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

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

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

4. Charges for Services

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

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

5. Limitations

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

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

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

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

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

7. Indemnity

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

8. Intellectual Property Rights

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

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

9. Internal Use and Third Parties

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

10. Confidentiality

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

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

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

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

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

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

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

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

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

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

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

11. Subpoena of Documents

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

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

12. Use of a Party's Name

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

13. Force Majeure

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

14. Governing Law and Dispute Resolution

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

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

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

15. Term and Termination

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

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

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

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

16. General Terms

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

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

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

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

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

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

17. Mutual Waiver of COVID-19 Claims

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

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

AGREED:

City of Griffin

Signature: _____

Print Name: Douglas S. Hollberg

Officer Title: Mayor

Date: August 22, 2023

Attest: _____
Jessica W. O'Connor, Secretary

Approved as to Form:

_____
Andrew J. Whalen, III, City Attorney

MOSS ADAMS LLP

Signature: _____

Print Name: Tym Rutkowski

Title: Senior Manager

Date: 8/16/2023

Client: #
v. 9/21/2021

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

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

Charges:

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

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

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

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

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

ACCEPTED AND AGREED:

City of Griffin

Signature: _____

Print Name: Douglas S. Hollberg

Title: Mayor

Date: August 22, 2023

Attest:

_____
Jessica W. O'Connor, Secretary

Approved as to Form:

_____
Andrew J. Whalen, III, City Attorney

MOSS ADAMS LLP

Signature: _____

Print Name: Tym Rutkowski

Title: Senior Manager

Date: August 16, 2023

Client: #
v. 1/20/2022

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

CITY OF GRIFFIN

August 16, 2023

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

Scope of Services:

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

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

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

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

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

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

Procedures and Limitations:

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

Company Responsibilities:

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

Regulatory Positions:

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

Charges for Services:

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

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

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

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

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

ACCEPTED AND AGREED:

CITY OF GRIFFIN

Signature: _____

Print Name: Douglas S. Hollberg

Title: Mayor

Attest:

_____
Jessica W. O'Connor

Approved as to Form:

_____
Andrew J. Whalen, III, City Attorney

MOSS ADAMS LLP

Signature: _____

Print Name: Tym A. Rutkowski

Title: Senior Manager

Client: #
v. 01/11/2023

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

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

Scope of Services:

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

Phase I

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

Phase II

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

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

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

Limitations:

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

Charges for Services:

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

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

ACCEPTED AND AGREED:

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

CITY OF GRIFFIN

Signature: _____

Print Name: Douglas S. Hollberg

Title: Mayor

Attest:

_____
Jessica W. O'Connor

Approved as to Form:

_____
Andrew J. Whalen, III, City Attorney

MOSS ADAMS LLP

Signature: _____

Print Name: Adam Cline

Title: Partner

Client: #TBD
v. 2/21/2023

FILED
JUN 18 2026
EXECUTIVE SECRETARY
GPSC

DOCKET# 56628
DOCUMENT# 226934

COMMISSIONERS:
JASON SHAW, Chairman
LAUREN "BUBBA" McDONALD, Vice-Chairman
PETER HUBBARD
DR. ALICIA M. JOHNSON
TRICIA PRIDEMORE

REECE McALISTER
EXECUTIVE DIRECTOR

SALLIE TANNER
EXECUTIVE SECRETARY

Georgia Public Service Commission

(404) 656-4501
(800) 282-5813

244 WASHINGTON STREET, SW
ATLANTA, GEORGIA 30334-5701

FAX: (404) 656-2341
psc.ga.gov

Docket No. 56628

RE: Certificates of Authority to Provide Competitive Local Exchange Service

Order Amending Municipal Certificates of Authority to Provide Competitive Local Exchange Services to Remove Conditions included in Docket No. 6329-U and Replace with the filing of Cost Allocation Manuals

The actions taken in this order are regarding the docket numbers and certificates of authority identified in Exhibit 1 to this order.

I. Background

In Administrative Session on October 21, 2025, the Georgia Public Service Commission approved the issuance of this Notice of Inquiry ("NOI") to municipal competitive local exchange carriers ("Municipal CLECs") in Docket No. 56628.

The Commission issued this NOI to all Municipal CLECs in the state of Georgia in order to determine if there was a more effective and less burdensome method for preventing cross-subsidization than the requirements that are currently imposed in Municipal CLECs' certificates of authority.

In the NOI, the Commission notified the Municipal CLECs that it was considering whether to eliminate the above requirements in favor of a cost allocation manual ("CAM"). To provide guidance, a representative example of a Commission-approved Cost Allocation Manual—specifically that of GreyStone Power Corporation and GreyStone Connect, LLC—was attached to the NOI as Exhibit A for the parties' review.

The standard language below tracks closely to what is included in each Municipality's CLEC certificate. Among other things, the standard language requires the development of a cost study and the filing an annual report documenting the cost study with the Commission.

Each Municipal CLEC certificate was issued subject to the conditions adopted by the Commission in its Final Order in Docket No. 6329-U (Marietta FiberNet), as follows:

> The Applicant shall file total service long-run incremental cost studies to ensure that its prices for its services are recovering such incremental costs. In addition, the Applicant shall comply with the conditions enumerated below:
>
> (1) The Applicant shall be expressly prohibited from engaging in any cross-subsidization with any subsidiaries or affiliates in the provision of telecommunication services. The Applicant shall develop and implement an appropriate accounting system which shall demonstrate strict compliance with this provision. Failure to comply with this condition will automatically initiate a proceeding to consider revocation of the certificate of authority. The Applicant shall submit this accounting system to the Commission for Commission staff review. In addition, the Applicant shall file with the Commission quarterly reports containing data sufficient to demonstrate to the Commission staff that it is in compliance with this paragraph.
>
> (2) Within 90 days after the close of each year, the Applicant shall provide to the Commission a comprehensive report, to include but not necessarily be limited to:
>
> a. A full accounting for all franchise fees it pays to each and every municipality in which its services are offered;
>
> b. A full accounting for all franchise fees it receives;
>
> c. A full description of its organizational structure, including the full names, mailing addresses, employers and occupations of each person on its Board of Directors and compensation for each Board member.
>
> d. A full accounting showing the various assets utilized by the Applicant and their depreciated book value, including but not limited to:
>
> < buildings
> < vehicles
> < equipment, including office and heavy industrial use equipment

- < poles, conduits
- < billing systems
- < purchasing personnel or other purchasing department assets
- < contract services personnel or other contract services department assets
- < marketing personnel or other marketing department assets
- < where assets are shared, the pro rata allocation shall be fully explained.

e. A full accounting of all property tax, state or federal income taxes, and municipal taxes paid relating to the provision of telecommunication services.

f. A full accounting of all payments, whether cash or paper transfer, made in lieu of payment of property, state, or federal income or other municipal taxes.

(3) In no event shall the Applicant grant a franchise to other telecommunications companies according to terms and conditions less favorable that those governing its own telecommunications operations. The Applicant shall submit to the Commission appropriate documentation for verification of this requirement.

(4) In order to prevent cross-subsidization, the Applicant shall recover in its revenues for telecommunications services all of its costs actually incurred, including but not limited to, capital costs, depreciation, taxes, or in lieu of tax payments, if any, franchise fees, labor and equipment costs, and any other costs. The Applicant shall file, annually, a total service (or total element, as the Commission staff determines appropriate) long-run incremental cost study to demonstrate that it is not pricing below cost and that cross-subsidization does not occur.

(5) The Applicant shall insure that its prices for telecommunication services cover or incorporate the same franchise fees which apply to private enterprises offering the same kind of service. The Applicant must provide a copy of relevant franchise agreements to demonstrate this.

(6) The Applicant shall provide prior notice to the Commission of each instance that it seeks to obtain any funding for its telecommunications operation from any arm of the government of that city, including a loan, bond issue or use of City credit to obtain additional funding for any of its telecommunications operations.

(7) The Applicant shall submit to the Commission an independent audit conducted no more than once a year to ensure compliance with all of their obligations under conditions of this certificate of authority and Commission rules.

From November 19, 2025, through December 18, 2025, the City of Colquitt, City of Albany, City of Bainbridge and the Georgia Municipal Association filed responses to the Commission's NOI. Each response stated no concerns with replacing the conditions in Docket 6329-U with the filing of a Cost Allocation Manual.

II. Cost Allocation Manual

Staff recommended that the Commission amend all Municipal CLEC certificates included in Exhibit 1 to replace the conditions in Docket No. 6329-U with the filing of a Cost Allocation Manual.

The Commission finds that replacing the Marietta FiberNet-era conditions set in Docket 6329-U with a CAM requirement serves the public interest by streamlining regulatory compliance while maintaining the Commission's oversight of fair competition. For these reasons, the Commission adopts Staff's recommendation on this issue.

To ensure compliance with Georgia Law and Commission regulations prohibiting cross-subsidization, the Commission adopts the following General Rules and Standards for each Municipal CLEC Cost Allocation Manual:

1. Full Cost Allocation: The CAM must provide a showing of the full allocation of costs for the Municipal CLEC's activity, including costs regarding any shared services;
2. Market-Rate Financing: The CAM must demonstrate that any loans provided to the Municipal CLEC are maintained at market rates;
3. Separate Recordkeeping and Inspection: The CAM must verify the maintenance of separate books and accounts, which shall be subject to production to and inspection by the Commission to ensure compliance; and
4. Annual Certification: Each City and its Municipal CLEC must file annual compliance certifications as set forth in the annual certifications section below.

Methodology Standard: The CAM must utilize a fully distributed cost model. A fully distributed cost model is a methodology that requires the assignment of direct costs attributable to the Municipal CLEC service and the apportionment of shared costs between the City's non-Municipal CLEC costs and its Municipal CLEC costs where there is a cost-causal link.

Specificity Requirement: The CAM shall explain the methodology supporting its cost allocations with sufficient specificity to confirm that the allocation is based on an appropriate rationale and that the City has accurately allocated its costs to provide Municipal CLEC services.

To provide guidance, a sample CAM framework modeled on a format previously approved by the Commission is attached hereto as Exhibit 2. However, any submission remains subject to final review, verification, and approval at the discretion of the Commission. The Commission reserves the right to review a City's CAM at any time in its discretion.

To ensure ongoing compliance, The City shall submit the following two annual certifications:

1. City Official Certification: The City shall submit an annual certification, attested to by the appropriate City official, stating that:

   a) The City's CAM is complete and accurate, and that it allocates all costs in compliance with the Georgia law and Commission regulations prohibiting cross-subsidization;
   b) There have been no changes to the CAM other than any updated filings made during the year;
   c) The City has not conditioned the receipt of other utility services upon, nor provided more favorable terms for, customers who also take service from its Municipal CLEC

2. Independent Accountant Certification: The City shall submit an annual certification, attested to by an independent accountant, stating that the City has complied with all CAM requirements set forth above under both the General Rules and Standards section and the Ongoing Compliance section of this Order.

* * * * *

WHEREFORE, it is

ORDERED, that each certificate of authority listed on Exhibit 1 be amended to replace conditions included in Docket No. 6329-U with a requirement to file a Cost Allocation Manual that adheres to the standards set forth herein.

ORDERED FURTHER, that the Cost Allocation Manual shall be filed with this Commission within 90 days after the close of each year.

ORDERED FURTHER, that a motion for reconsideration, rehearing, oral argument, or any other motion shall not stay the effective date of this Order, unless otherwise ordered by the Commission.

ORDERED FURTHER, that jurisdiction over this matter is expressly retained for the purpose of entering such further Order(s) as this Commission may deem just and proper.

The above by action of the Commission in Administrative Session on the 16th day of June 2026.

Sallie Tanner
Executive Secretary

6-18-26
DATE

Jason Shaw
Chairman

6-18-26
DATE

EXHIBIT 1

City of Thomasville
City of LaGrange
City of Cartersville
City of Calhoun
City of Sandersville
City of Griffin
City of Fort Valley and Fort Valley Utilities Commission
City of Elberton
City of Camilla
City of Cairo
City of Moultrie
Cit of Covington
City of Dublin
City of Albany
City of Monroe
City of Commerce
City of Sylvester
City of Bainbridge
City of Colquitt
Dalton Utilities

EXHIBIT 2

GreyStone Power Corporation and

GreyStone Connect, LLC

Hiram, Georgia

Cost Allocation Manual

December 16, 2022

TABLE OF CONTENTS

I. Introduction
II. Background
III. Allocation Methodologies
A. General
B. Corporate Allocations
1. Corporate Clearing
2. Broadband Equipment
3. Facilities
4. Other Tangible and Intangible Property
5. Administrative Charges and Services
6. Shared Services
C. Transfer of Capital Assets
D. Loans
E. Pole Attachments
F. Non-Cost Declaration
IV. Appendix A
V. Appendix B

I. Introduction

In 2019, the Georgia General Assembly passed Senate Bill 2 (Georgia Law), which amended Chapter 3 of Title 46. This bill allows electric membership corporations to engage in certain activities to facilitate the provision of broadband services; to specifically authorize electric membership corporations and their affiliates to provide broadband services; to provide for and revise definitions; to authorize certain financing and partnerships for the provision of broadband services.

In accordance with Georgia Law:

> No electric membership corporation, broadband affiliate, or gas affiliate shall permit cross subsidization between its electricity services activities, its broadband services activities, or its gas activities. To prevent cross-subsidization between broadband services activities and gas activities and between broadband services activities and electricity services activities, any electric membership corporation with a broadband affiliate that provides retail broadband services shall:
>
> 1. Fully allocate all costs of electricity services activities and broadband services activities, including costs of any shared services, between electricity services activities and such broadband affiliate's broadband services activities, in accordance with:
> a. The provisions of this Code section; and
> b. The applicable uniform system of accounts and generally accepted accounting principles that are applicable to electric membership corporations under federal and state laws, rules, and regulations;
> 2. Not charge any costs of electricity services activities or gas activities to the broadband services customers of the broadband affiliate;
> 3. Not charge any costs of broadband services activities to the electricity services customers of such electric membership corporation or to the gas activities customers of its gas affiliate; and
> 4. Not use below-market loans or below-market funding from programs that are not intended to support the deployment of broadband facilities or broadband services to support broadband facilities or to provide broadband services unless the electric membership corporation or its broadband affiliate imputes the difference between market rates and the below-market loans or below-market funding into the costs of its broadband facilities and broadband services. The provisions of this paragraph shall not apply to loans or funding from programs that are intended to support the deployment of broadband facilities or broadband services.

Furthermore, Georgia Law requires any electric membership corporation that plans to provide retail broadband services through a broadband affiliate to develop and maintain a Cost Allocation Manual describing the electric membership corporation's methods of cost allocation and such other information and policies reasonably required to ensure compliance with Article 4 of Chapter 3 of Title 46 of the Georgia Code, such Cost Allocation Manual to be approved by the Public Service Commission (PSC).

To assure compliance with Georgia law, GreyStone Power Corporation ("GSPC") has developed and will maintain a Cost Allocation Manual. The Cost Allocation Manual identifies the physical assets, administrative, management and corporate support services provided by GSPC to GreyStone Connect, LLC, the broadband affiliate and specifies the allocation method used to reasonably assign costs. The manual will be reviewed annually and revised when there are significant changes in cost allocation methodologies. Any changes will be provided to the Public Service Commission (PSC) for approval. In the event of any conflict between the Cost Allocation Manual and state law (including without limitation applicable PSC orders), state law prevails, and nothing herein limits the ability of the PSC to require revisions to the Cost Allocation Manual at any time or the ability of any interested person to file a complaint with the PSC in accordance with state law.

II. Background

GSPC plans to build a fiber optic network and use the network to connect down line devices and substations to improve electric reliability, speed of communication, electric distribution automation and redundancy. Given new advancements in electric infrastructure and the resulting continued installation of smart/electronic equipment, the existing communication infrastructure is not sufficient to meet the volume of anticipated future data to be transmitted over the network or support the redundancy required for high reliability standards of the network. This is due to five primary data-intensive elements necessitating high speed data transport and high reliability:

5. Connecting all substations to a fiber ring or rings for data transmission, distribution automation and reliability, all leading back to the Supervisory Control and Data Acquisition (SCADA) system at the control center located at GSPC's office.
6. Moving data from connected smart-switches, fault indicators and reclosers to improve system reliability throughout the power grid which will be directly connected or connected via RF (Radio Frequency over the air) to fiber and to GSPC's SCADA system.
7. Using the network to carry data in near real-time from over 130,000 AMI meters that could be connected via fiber to transmit data at sub-hourly intervals.
8. Creating improved demand response capability to facilitate the ability for the utility to meet anticipated member demands for the growing number of smart devices, including smart thermostats, electric vehicle to grid charging, batteries and other demand response technologies.
9. Enabling the ability to add distributed generation resources (DG) such as solar and wind technologies to produce electricity closer to the end user of power. DG resources will offer numerous benefits, including avoiding generation capacity costs (e.g., less need to build new centralized generation facilities), avoided transmission costs, reducing the need for backup power, and neutral environmental impacts that will benefit our members and our community.

Excess fiber may be used by communication providers or commercial entities on fair market commercial terms.

Accordingly, the Cost Allocation Manual is designed to fairly allocate costs between GSPC and GreyStone Connect, LLC in order to meet all requirements of Senate Bill 2. GSPC intends to allocate the cost of retail broadband to assure there is no cross-subsidization.

GSPC and GreyStone Connect, LLC will maintain separate books of accounts and records that are subject to inspection and compliance with the Cost Allocation Manual as required by Georgia Law.

The costs of forming the broadband affiliate, GreyStone Connect, LLC, will not be borne by GSPC ratepayers. GreyStone Connect, LLC is the only broadband affiliate of GSPC, and GSPC has no gas affiliate.

GSPC and GreyStone Connect, LLC will file a joint statement with the PSC certifying compliance with the approved Cost Allocation Manual each year. Accordingly, GSPC has included in Appendix A, a sample management statement certifying compliance and in Appendix B, a sample report to be provided by GSPC's independent accountant.

The remainder of this manual is devoted to establishing rules for the pricing of transactions between GSPC and GreyStone Connect, LLC, including the transfer of assets and setting of interest rates for any loans between the two entities.

III. Allocation Methodologies

A. General

The intent of the Cost Allocation Manual is to ensure that cross-subsidizations do not occur between the electric activities of GSPC and the broadband activities of GreyStone Connect, LLC by, among other things, establishing rules for the pricing of transactions between GSPC and GreyStone Connect, LLC.

The following principles apply whenever personnel, services, equipment, or tangible and intangible property are provided by GSPC to GreyStone Connect, LLC:

10. To the extent practicable, the costs are accumulated and charged on a direct basis.
11. Any allocation methods applied provide equitable cost sharing between the parties and prevent subsidization by GSPC of the products or services provided to GreyStone Connect, LLC.
12. Any allocation methods applied provide equitable cost sharing between the parties and prevent subsidization by GreyStone Connect, LLC of the products or services provided to GSPC.
13. Transactions between GSPC and GreyStone Connect, LLC are adequately documented and traceable in the books of GSPC and GreyStone Connect, LLC. Likewise, any allocation methods utilized are adequately documented.
14. GreyStone Connect, LLC will enter into a pole attachment agreement with GSPC which conforms with terms, conditions and rates included in the Georgia Public Service Commission's Order Implementing House Bill 244 (Document #183713) in Docket # 43453.

Cost is accumulated on GSPC's books in accordance with the Federal Energy Regulatory Commission (FERC) Uniform System of Accounts. Costs that benefit both electric service customers and broadband service customers are allocated in accordance with the information below. GreyStone Connect, LLC plans to utilize the FERC Uniform System of Accounts for simplicity and clarity. Additionally, consolidated financial statements shall be prepared in accordance with generally accepted accounting principles.

B. Corporate Allocations

1. Corporate Clearing

Clearing accounts have been designed to accumulate shared costs that are allocated to GreyStone Connect, LLC monthly. The major categories of clearing accounts are Employee Labor, Benefits, Payroll Taxes, Transportation Costs, Materials and Other Costs. Each pool of dollars is allocated to the benefiting entity by a predetermined allocation method. Clearing accounts are included in the FERC Uniform System of Accounts. The clearing accounts related to the Cost Allocation Manual include:

- Employee Benefits Clearing
- Transportation Clearing
- Stores Clearing

Benefits clearing includes all cost associated with labor (PTO, payroll taxes, medical insurance, retirement, etc.) and is allocated to the various accounts based on labor costs. These costs are accumulated in a benefits clearing account prior to allocation. All benefits are charged to the appropriate work order or general ledger account in accordance with the FERC Uniform System of Accounts.

Transportation clearing includes all cost associated with vehicles and power operated equipment. These costs are allocated to the various accounts based on the time of the equipment operator. There is a direct charge for electric use and fiber use to the appropriate work order or general ledger accounts.

Stores clearing includes all cost associated with the warehousing and material handling function and is allocated to various accounts based on materials issued to jobs. There is a direct charge of electric materials and for fiber materials to the appropriate work order or general ledger accounts.

2. Broadband Equipment

For equipment solely used by GreyStone Connect, LLC, costs are charged directly on a per unit basis. This includes the optical equipment and other equipment solely associated with GreyStone Connect, LLC. For broadband equipment additions and retirements, the entities will follow 7 CFR 1767.16 Electric Plant Instructions for the accumulation of cost and unitization of records. Records will be assigned as electric service, broadband service, or shared.

Broadband equipment used by both GSPC and GreyStone Connect, LLC consists of the Fiber backbone and conduit constructed by GSPC for the purpose of servicing its electric customers.

GSPC will maintain records that track how the fiber strands are utilized, either for electric use or retail broadband.

Number of Fiber Strands Utilized for Retail Broadband / Total Number of Fiber Strands Utilized x Broadband Equipment

Number of Fiber Strands Utilized for Retail Broadband: The miles of fiber dedicated to providing retail broadband services, lit or unlit.

Total Number of Fiber Strands Utilized: Total miles of Fiber, lit or unlit.

Broadband Equipment: Broadband equipment costs, including optical fibers, optical amplifiers, conduit, fiber to the node, fiber to the premise, wireless equipment, last mile fiber and equipment, and asymmetrical/symmetrical connection equipment.

3. Facilities

Depreciation, interest, taxes, repairs, maintenance, utilities, insurance and other costs related to facilities will be allocated based on square footage.

Square Footage Used in Providing Retail Broadband / Total Square Footage x Total Facilities Cost

Square Footage Used in Providing Retail Broadband: The square footage of facilities utilized in providing retail broadband.

Total Square Footage: The sum of all square footage.

Total Facilities Cost: Depreciation, interest, taxes, repairs, maintenance, utilities, and other costs related to facilities.

4. Other Tangible and Intangible Property

Other intangible property used solely by GreyStone Connect, LLC is charged directly to GreyStone Connect, LLC. GSPC has tried to address all tangible and intangible property that may be shared, and it has been addressed in the Cost Allocation Manual. In the event it is determined there is tangible or intangible property that has not been addressed, GSPC will amend the Cost Allocation Manual and submit the revision to the PSC for approval.

5. Administrative Charges and Services

Costs for outside services such as audit, legal, consulting, advertising, or marketing fees and direct purchases of office supplies incurred for the benefit of GreyStone Connect, LLC are charged directly to GreyStone Connect, LLC.

6. Shared Services

Certain functions within the organization may cost effectively be provided by a centralized organization. To the maximum extent practical, costs for these services are directly billed from the service provider to the entity benefiting from these services.

The primary component of shared services are personnel costs expended for the benefit of GreyStone Connect, LLC. These costs include payroll, payroll taxes, employee benefits, retirement, PTO, travel and other expenses directly related to the employees of GSPC. To the extent possible, employees charge their time according to the tasks performed for GreyStone Connect, LLC via individual timesheets. For employees where this is not feasible, a reasonable portion of their time is allocated to GreyStone Connect, LLC by tracking their time for a representative period or based on the allocation of those working under their supervision in accordance with the FERC Uniform System of Accounts.

In addition to labor and labor related cost, and other cost previously allocated through clearing accounts, these services include supplies, office equipment and expense, third party services, and other expenses. These costs are to be allocated as follows:

c. **Management and Governance** - The primary cost is labor and will be allocated based on time reported. Other cost will be charged directly to the extent possible and remaining cost will be allocated based on labor cost.

Labor Charges to Retail Broadband / Total Labor Charges x Allocated Costs

Labor Charged to Retail Broadband: Labor charges to retail broadband based on time reporting.

Total Labor Charges: Total labor charges.

Allocated Costs: Management and governance costs not directly charged to GSPC or GreyStone Connect, LLC.

d. **Accounting and Information Technology** - The primary cost is labor and will be allocated based on time reported. Other cost will be charged directly to the extent possible and remaining cost will be allocated based on labor cost.

Labor Charges to Retail Broadband / Total Labor Charges x Allocated Costs

Labor Charged to Retail Broadband: Labor charges to retail broadband based on time reporting.

Total Labor Charges: Total labor charges.

Allocated Costs: Accounting and information technology costs not directly charged to GSPC or GreyStone Connect, LLC.

e. **Marketing** - The primary cost is labor and will be allocated based on time reported. Other cost will be charged directly to the extent possible and remaining cost will be allocated based on labor cost.

Labor Charges to Retail Broadband / Total Labor Charges x Allocated Costs

Labor Charged to Retail Broadband: Labor charges to retail broadband based on time reporting.

Total Labor Charges: Total labor charges.

Allocated Costs: Marketing costs not directly charged to GSPC or GreyStone Connect, LLC.

f. **Customer Service** - The primary cost is labor and will be allocated based on time reported. Other cost will be allocated based on the number of bills for each entity.

Allocation of Labor:

Labor Charges to Retail Broadband / Total Labor Charges x Allocated Costs

Labor Charged to Retail Broadband: Labor charges to retail broadband based on time reporting.

Total Labor Charges: Total labor charges.

Allocation of Other Customer Service Costs:

Number of Bills for Retail Broadband / Total Number of Bills

Number of Bills for Retail Broadband: Number of bills processed for retail broadband.

Total Number of Bills: Total bills processed.

g. **Operations and Maintenance** - All costs, including labor which is based on time reported, is maintained in separate accounts based on actual cost. Operations and maintenance for broadband, which cannot be charged directly, will be allocated based on the same methodology as Broadband Equipment.

h. **Human Resources** - All costs, including labor, will be allocated as follows:

Labor Hours Charged to Retail Broadband / Total Labor Hours x Human Resources Costs

Labor Hours Charged to Retail Broadband: The number of labor hours charged to retail broadband.

Total Labor Hours: Total number of labor hours.

Human Resources Costs: All costs, including labor, will be allocated based on the number full time equivalents.

C. Transfer of Capital Assets

Capital assets transferred from GSPC to GreyStone Connect, LLC or vice versa are transferred at fair market value or net book value, whichever is higher.

D. Loans

GSPC shall not provide to GreyStone Connect, LLC below market loans or financing, except for loans or funding from programs that are intended to support the deployment of broadband facilities or broadband services. Stated interest rates will be utilized for loans specifically to support the deployment of broadband facilities or broadband services as described in Georgia law.

E. Pole Attachments

GreyStone Connect, LLC will pay GSPC for attachments applying the terms, conditions and rates included in the Georgia Public Service Commission's Order Implementing House Bill 244 (Document #183713) and Docket # 43453 or as amended in any subsequent orders.

Broadband equipment utilized by both entities that is attached to a pole will be charged as above and allocated as a shared service utilizing the same methodology as broadband equipment.

GSPC will provide to the PSC a summary table that lists all of the charges, space used, and other factors upon which the charges or imputations are based, derived from GSPC's prior year pole attachment agreements with other communications service providers. The communications service providers will not be identified by name.

A copy of the pole attachment agreement between GSPC and GreyStone Connect, LLC will be filed with the PSC.

F. Non-Cost Declaration

The following non-cost declarations are made in conformance to the Commission's cost allocation order:

15. In accordance with OCGA § 46-3-200.2(b)(1), GSPC will not condition the receipt of electricity services upon, nor provide more favorable terms for electricity services in exchange for, persons that receive broadband services from the electric membership corporation or its broadband affiliate.
16. In accordance with OCGA § 46-3-200.2(b)(2), GSPC will provide access to poles, ducts, conduit and easements owned by GSPC to all communications services providers on rates, terms, and conditions that are just, reasonable, and nondiscriminatory.
17. In accordance with OCGA § 46-3-200.2(b)(3), GSPC will not provide its broadband affiliate or any communications service provider any information obtained from other communication service providers in the pole attachment request and approval process, including without limitation the requested locations for pole attachments, the locations of customers to be served, or any identifying information regarding such customers.

18. In accordance with OCGA § 46-3-200.2(b)(4), when a customer or potential customer is seeking to initiate electricity services, and there is an inquiry or discussion regarding the availability of retail broadband services, in the course of the same discussion or transaction in which such assistance is being provided, GSPC will inform such customer or potential customer of other providers offering broadband services in such customers' area based on any service map of a provider of broadband services or similar resource maintained by any department of the state or federal government and inform such customer or potential customer that broadband services may be obtained from GreyStone Connect, LLC or such other providers of broadband services. Such information shall be provided only with regard to other providers of broadband services that have notified GSPC in writing and in a commercially reasonable manner, that such provider of broadband services is able and willing to provide broadband services to customers located within all or a portion of the GSPC's designated electricity service territory. Such broadband service providers should send the applicable information to:

GreyStone Connect, LLC
Attn: Broadband Department
P.O. Box 897
Douglasville, GA 30133

19. In accordance with OCGA § 46-3-200.2(b)(5)(C), GSPC will charge GreyStone Connect, LLC for all services at the same rates and on the same terms and conditions as any other similarly situated retail customer or communication services provider.

IV. Appendix A

Certification Statement For the Year Ended August 31, Year

We hereby certify that to the best of our knowledge and belief GreyStone Power Corporation and GreyStone Connect, LLC, its broadband affiliate, have complied with the Cost Allocation Manual approved by the Public Service Commission (PSC). Furthermore, we certify that:

- All costs, including shared services, have been fully allocated between GreyStone Electric Membership Corporation electric activities and the broadband activities of GreyStone Connect, LLC.
- Any transfer of assets from GreyStone Power Corporation to GreyStone Connect, LLC or vice versa has been at fair market value or net book value, whichever is higher.
- Loans from GreyStone Power Corporation to GreyStone Connect, LLC have been at market rates, except for loans made specifically for broadband services as described in Georgia law.
- GreyStone Power Corporation and GreyStone Connect, LLC maintain separate books and records which are available for inspection as required by Georgia law.
- All costs have been allocated in accordance with the Cost Allocation Manual to assure compliance with Georgia law prohibiting cross-subsidization.
- GreyStone Power Corporation has not conditioned the receipt of electricity services upon, nor provided more favorable terms for, customers of GreyStone Connect, LLC.

This certification is intended solely for the purpose of satisfying the requirements of the GreyStone Power Corporation's Cost Allocation Manual and should not be relied on for any other purpose.

_____

GreyStone Power Corporation

_____

GreyStone Connect, LLC

V. Appendix B

Independent Accountants Report

We have examined management's assertion, included in the accompanying Cost Certification Statement Required by GreyStone Power Corporation Cost Allocation Manual that GreyStone Electric Membership Corporation and GreyStone Connect, LLC complied with cost certification requirements of the Cost Allocation Manual during the year ended August 31, XXXX. Management is responsible for GreyStone Power Corporation and GreyStone Connect, LLC's compliance with those requirements. Our responsibility is to express an opinion on GreyStone Power Corporation and GreyStone Connect, LLC's compliance based on our examination.

Our examination was conducted in accordance with attestation standards established by the American Institute of Certified Public Accountants and, accordingly, included examining, on a test basis, evidence related to GreyStone Power Corporation and GreyStone Connect, LLC's compliance with those requirements and performing such other procedures as we considered necessary in the circumstances. We believe that our examination provides a reasonable basis for our opinion.

In our opinion, GreyStone Power Corporation and GreyStone Connect, LLC complied, in all material respects, with the aforementioned requirements for the year ended August 31, XXXX.

This report is intended solely for the information and use of the Georgia Public Service Commission, GreyStone Power Corporation and GreyStone Connect, LLC and is not intended to be and should not be used by anyone other than these specified parties.

_____

(Signature)

_____

(Date)

AGENDA ITEM SUMMARY

ITEM SUMMARY:

Consider an agreement with Allen Smith Consulting for Grant Administration Services for the 2026 CDBG in the amount of $60,000. *Director of Planning and Development, Michelle Haynes, will address.*

SPECIAL CONSIDERATIONS OR CONCERNS:

Allen Smith Consulting shall provide administrative services for the 2026 CDBG. Allen Smith is familiar with DCA's GRAAM / EUNA online system and will assist the City of Griffin in all phases of the 2026 CDBG to adhere to the requirements in the applicable CDBG Applicants' and Recipients" manuals, as well as to other directives issued by DCA.

STAFF RECOMMENDATION:

Staff recommends approval

FINANCIAL IMPACT:

Grant administration costs of $60,000 will be reimbursed to the City through the grant.

Submitted By:
Michelle Haynes

Meeting Date:
22/09/2026

Reviewed By:
Jessica O'Connor

ATTACHMENTS:
Griffin 2026 CDBG ASC agreement signed by AJW.pdf

AGREEMENT FOR PROFESSIONAL ADMINISTRATION SERVICES BETWEEN THE CITY OF GRIFFIN & ALLEN-SMITH CONSULTING FY2026 CDBG

Prepared September 3, 2026

This agreement is entered into by and between the City of Griffin (hereinafter called the ("RECIPIENT"), and Allen-Smith Consulting, (hereinafter called the CONSULTANT).

The RECIPIENT desires to comply with the terms of the Community Development Block Grant, (CDBG) from the Georgia Department of Community Affairs, (DCA) for the purpose of water improvements funded with 2026 CDBG funds (herein after called the PROJECT) and is desirous of competent and capable administration services for said grant.

The CONSULTANT is staffed with professional administrators and is competent in grant administration and will adhere to all requirements in the Community Development Block Grant Applicant's and Recipient's manuals as well as other directives issued by the Georgia Department of Community Affairs.

The RECIPIENT and CONSULTANT in consideration of their mutual covenants herein agree on performance of professional administrative services by the CONSULTANT, and the payment for such services by the RECIPIENT as set forth and the attachments hereto:

SECTION 1.0 - GRANT ADMINISTRATION SERVICES

The CONSULTANT shall provide administrative services for the PROJECT as defined herein and is limited to those services specifically set forth herein. The CONSULTANT is familiar with DCA's GRAAM/ EUNA online system and will assist the CLIENT as required through this system.

A. The CONSULTANT shall provide administrative services for the PROJECT as follows:

1. Assist in maintaining a filing and record keeping system as required by DCA;
2. Assist in maintaining a record of funds, their applicability and make same available to the RECIPIENT, and/or DCA on request;
3. Assist to record the reasonableness, allocability, and allowability of all costs pertaining to the PROJECT in accordance with applicable federal and state regulations;

4. Assist with documentation of entire environmental review record (NEPA) including Tribal Consultation, Historic Preservation Clearance, HUD Format II Assessment, Request for Release of Funds and Clearance from DCA;
5. Attend monitoring visit with DCA for NEPA compliance;
6. Serve as Liaison between the ENGINEER, DCA, CONTRACTOR, and the RECIPIENT on matters related to grant compliance;
7. Assist in maintaining files of all source documents supporting financial transactions and administrative actions, including procurement processes;
8. Assist in gaining approval for any general and special conditions to the original grant;
9. Schedule, prepare, coordinate and conduct public hearings as required by CDBG guidelines;
10. Prepare and process periodic drawdown of fund requests for the RECIPIENT;
11. Request appropriate wage rate decision and forward to appropriate party(ies);
12. Coordinate construction contract award with ENGINEER and RECIPIENT to insure compliance with Labor Standard Laws;
13. Monitor contractors' and subcontractors' payrolls for compliance with applicable labor standards;
14. Assist contractors' and subcontractors' with corrections and revisions to certified payrolls for compliance with applicable labor standards;
15. Conduct employee interviews of contractor and subcontractors for compliance with applicable labor standards;
16. Prepare and submit quarterly progress reports to DCA;
17. Coordinate and attend all monitoring visits by DCA or other agencies, as necessary;
18. Assist in keeping PROJECT schedule on track with ENGINEER and RECIPIENT;
19. Assist in all phases of the PROJECT to adhere to the requirements in the applicable CDBG Applicants' and Recipients' manuals, as well as to other directives issued by DCA;
20. Obtain and document all beneficiary count numbers for the PROJECT files and monitoring by DCA;
21. Prepare all closeout documentation as required of the PROJECT to close the grant.

B. Items specifically not included in the basic fee are as follows:

1. Negotiations for permits;
2. Any required legal surveys relating to land and/or easement acquisition;
3. Amendments to change the original scope of the grant, and supporting documents relating thereto;
4. Advertising, legal, fiscal, auditing and permit fees;
5. Negotiation of lease agreements;
6. Preparation of extension letters to extend the grant period;

7. Negotiation with property owners for the acquisition of property / easements / ROW;
8. Coordination and attendance of public meetings related to the PROJECT above the two (2) required public hearings;
9. Coordination and preparation for meetings with DCA if the PROJECT is selected to be monitored by HUD;
10. Preparation of legal or engineering required documents.

SECTION 2.0 - RECIPIENT'S RESPONSIBILITIES

The RECIPIENT's responsibilities to the CONSULTANT shall specifically include but may not be limited to those items set forth herein.

A. Responsibilities to the CONSULTANT shall be:

1. To provide full information as to the RECIPIENT's requirements for the PROJECT and to provide copies of all correspondence pertaining to the PROJECT;
2. To make available from RECIPIENT's files any data and information necessary to provide continuity and accountability of PROJECT funds and/or materials;
3. To provide original or copies of original studies, reports, proposals, and other documents necessary to provide an audit trail of all monies expended and received;
4. Designate, in writing, a person to act as representative with respect to the work to be performed under this Agreement; and such person shall have complete authority to transmit instructions, receive information, interpret and define policies and decisions with respect to materials, equipment, elements, and systems pertinent to the services covered by this Agreement;
5. Give prompt written notice to the CONSULTANT whenever RECIPIENT observes or otherwise becomes aware of any defect in the PROJECT or changed circumstances affecting the PROJECT;
6. The RECIPIENT shall be responsible for compliance with such conditions of the grant as may be imposed by DCA.
7. Add the CONSULTANT as a Team Member to its GRAAM/EUNA portal for the PROJECT.

SECTION 3.0 - PERIOD OF SERVICE

A. The CONSULTANT's services shall be commenced immediately upon the written authorization of the RECIPIENT and shall be completed in a timely manner to facilitate completion of the PROJECT within the Grant Award Period. Goals and milestones along with dates and deadlines will be established at the kick-off meeting and followed by all parties involved in the project. See Terms and Conditions of this agreement.

B. It is understood that the CONSULTANT shall not be held liable or responsible to the RECIPIENT if the CONSULTANT is delayed in or prevented from performing the services specified herein, because of any cause or causes beyond the control of the CONSULTANT, and not due to the CONSULTANT's own fault or negligence including but not limited to, acts of God, inclement weather conditions, floods, fires, acts of the government, epidemics or failure of the RECIPIENT, Recipient's Attorney, or Project ENGINEER to fulfill any of their responsibilities.

SECTION 4.0 - FEES FOR PROFESSIONAL SERVICES

The RECIPIENT agrees to pay and the CONSULTANT agrees to accept for the services described in Section 1.0, the following amount.

TOTAL FEE FOR GRANT ADMINISTRATIVE SERVICES $60,000.00
(Sixty Thousand and 00/100)

A. Payment Schedule:

1. The CONSULTANT will submit monthly invoices to the RECIPIENT for services performed by the CONSULTANT. The amounts of said invoices will be based upon the amount and value of the work and services performed by the CONSULTANT under this Agreement. No payment due to the CONSULTANT shall be withheld as a result of project delays related to circumstances described, but not limited to, in Section 3.B of this agreement.

2. If for any reason the CONSULTANT'S monthly invoice cannot be drawdown from DCA, the CLIENT will pay the CONSULTANT'S invoice and then be reimbursed from the grant when the CDBG grant funds are available.

3. Additional Services:
   a) In the event the PROJECT continues beyond the grant expiration date in the Grant Award Documents and all grant administration fees have been invoiced, the CONSULTANT will bill the RECIPIENT on an hourly basis at $125.00/hour as work is performed until the PROJECT is closed out.

   b) In the event the PROJECT requires the CONSULTANT to perform additional professional services beyond the scope of services contained in Section 1.A., the CONSULTANT will bill the RECIPIENT on an hourly basis at $125.00/hour as work is performed until the PROJECT is closed out. See Section 1.B. for items considered as "additional." No payment due to the CONSULTANT shall be withheld as a result of project delays related to circumstances described, but not limited to, in Section 3.B. of this agreement.

SECTION 5.0 - GENERAL CONDITIONS

A. Successors and Assigns:

1. The CONSULTANT and RECIPIENT are each bound in all respects by the covenants of this Agreement.
2. Neither the CONSULTANT nor the RECIPIENT will assign, sublet, or transfer any interest in the Agreement without the consent of the other. Nothing herein shall be construed as giving any rights or benefits hereunder to anyone other than the CONSULTANT and the RECIPIENT.

B. Agreement Documents and References:

1. The executed agreement documents shall consist of the following;
   a) This agreement
   b) Addenda signed by both parties, as necessary
   c) Exhibit A – Terms and Conditions
   d) Exhibit B – Draft Goals and Milestones Table
   e) Exhibit C – Source & Use Table for Project
   f) Exhibit D – Executed Contractor Affidavit

2. This agreement, together with other documents enumerated under this Article which said other documents are as fully a part of the agreement as if hereto attached or herein repeated, forms the agreement between the parties hereto.

IN WITNESS WHEREOF, the parties hereto have made and executed this Agreement as of the _____ day of _____, 2026.

RECIPIENT:
CITY OF GRIFFIN

By: _____
Douglas S. Hollberg, Mayor

Attest: _____
Jessica W. O'Connor, Secretary

CONSULTANT:
ALLEN-SMITH CONSULTING

By: Debra Smith
Debra Smith

Attest: Sara Thomas
Sara Thomas

Approved as to form:

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

EXHIBIT A

TERMS AND CONDITIONS

1. **Termination of Contract for Cause (Provision for Remedies).** If, through any cause, the CONSULTANT shall fail to fulfill in timely manner and proper manner any material obligations under this Contract, or if the CONSULTANT shall violate any of the covenants, agreements, or stipulations of this Contract, the RECIPIENT shall thereupon give written notice to the consultant of such failure, violation or breach. If the CONSULTANT has not or cannot remedy such failure, violation or breach within ten (10) days of the giving of such notice by the RECIPIENT, the RECIPIENT shall thereupon have the right to terminate this Contract by giving written notice to the CONSULTANT of such termination and specifying the effective date thereof, at least ten (10) days before the effective date of such termination. In such event, all finished or unfinished documents, data, studies, photographs and reports prepared by the CONSULTANT under this Contract shall, at the option of the RECIPIENT become its property and the CONSULTANT shall be entitled to receive just and equitable compensation for any work satisfactorily completed hereunder.

2. **Termination by Mutual Consent.** This Contract may be terminated at any time by mutual written consent of the Parties hereto, the effective date thereof to be at least thirty (30) days from the date of such mutual written consent. If the Contract is terminated as provided herein, the CONSULTANT will be paid for the fees provided and expenses incurred up to the termination date.

3. **Changes.** The RECIPIENT may, from time to time, request changes in the scope of services of the CONSULTANT to be performed hereunder. Such changes, including any increase or decrease in the amount of the CONSULTANT's compensation, which are mutually agreed upon by and between the RECIPIENT and the CONSULTANT, shall be incorporated in written amendments to this Contract.

4. **Personnel**

   a. The CONSULTANT represents that he/she has, or will secure at his/her own expense, all personnel required in performing the services under this Contract. Such personnel shall not be employees of or have any contractual relationship with the RECIPIENT.

   b. All of the services required hereunder will be performed by the CONSULTANT or under his/her supervision and all personnel engaged in the work shall be authorized or permitted under State and Local Law to perform such services.

5. **Equal Employment Opportunity.** During the performance of this Contract, the CONSULTANT agrees as follows:

   a. The CONSULTANT will not discriminate against any employee or applicant for employment because of race, creed, sex, color, or national origin. The CONSULTANT will take affirmative action to ensure that applicants are employed, and that employees are treated during employment without regard to their race, creed, color, sex, or national origin. Such action shall include, but not be limited to, the following: Employment, upgrading, demotion, or transfer; recruitment or recruitment advertising; layoff or termination; rates of pay or other forms of compensation; and selection for training, including apprenticeship. The CONSULTANT agrees to post in conspicuous places, available to employees and applicants for employment, notices to be provided by the RECIPIENT setting forth the provisions of this non-discrimination clause.

   b. The CONSULTANT will, in all solicitation or advertisements for employees placed by or on behalf of the CONSULTANT, state that all qualified applicants will receive consideration for employment without regard to race, creed, color, sex, and national origin.

   c. The CONSULTANT will cause the foregoing provisions to be inserted in all subcontracts for any work covered by this Contract so that such provisions will be binding upon each subcontractor, provided that the foregoing provisions shall not apply to contract or subcontracts for standard commercial supplies or raw materials.

d. The CONSULTANT will comply with all provisions of **Executive Order 11246** of September 24, 1965, and of the rules, regulations and relevant orders of the Secretary of Labor.

e. The CONSULTANT will furnish all information and reports required **by Executive Order 11246, of September 24, 1965**, and by the rules, regulations and orders of the Secretary of Labor, or pursuant thereto, and will permit access to his/her books, records, and accounts by the compliance with such rules, regulations and orders.

f. In the event of the CONSULTANT's noncompliance with the compliance clauses of this Agreement or with any of such rules, regulations or orders, this Contract, may be canceled, terminated or suspended in whole or in part and the CONSULTANT may be declared ineligible for further Government contracts in accordance with procedures authorized in **Executive Order 11246** of September 24, 1965, and such other sanctions may be imposed and remedies invoked as provided in **Executive Order 11246 of September 24, 1965,** or by rule, regulations, or order of the Secretary of Labor, or as otherwise provided by law.

g. The CONSULTANT will include the provisions of paragraphs (a) through (g) in every subcontract or purchase order unless exempted by rules, regulations or orders of the Secretary of Labor issued pursuant to **Section 204 of Executive Order 11246 of September 24, 1965**, so that such provisions will be binding upon each subcontractor or vendor.

6. Civil Rights Act of 1964. Under Title VI of the Civil Rights Act of 1964, no person shall, on the grounds or race, color, or national origin, be excluded from participation in, be denied the benefits of, or be subjected to discrimination under any program or activity receiving Federal financial assistance.

7. Section 109 of the Housing and Community Development Act of 1974. No person in the United States shall on the ground of race, color, national origin, or sex be excluded from participation in, be denied the benefits of, or be subjected to discrimination under any program or activity funded in whole or in part with funds made available under this title.

8. "Section 3" Compliance in the Provision of Training, Employment & Business Opportunities.
The work to be performed under this Contract is on a project assisted under a program providing direct Federal financial assistance from the Department of Housing and Urban Development and is subject to the requirement of Section 3 of the Housing and Urban Development Act of 1968, as amended, 12 USC 170lu. Section 3 requires that to the greatest extent feasible opportunities for training and employment be given to lower income residents of the project. Failure to fulfill these requirements shall subject the applicant or RECIPIENT, its contractors and subcontractors, its successor and assigns to those sanctions specified by the grant or loan agreement or contract through which federal assistance is provided, and to such sanctions as are specified by 24 CFR Part 135.

9. Georgia Energy Code. The CONSULTANT does hereby acknowledge and agree that the provisions of the Georgia Energy Code will be considered and included, where applicable.

10. Architectural Barriers. The CONSULTANT hereby acknowledges and agrees that provisions of State and Federal law pertaining to Architectural Barriers will be considered and included, where applicable.

Exhibit B
TO BE COMPLETED AT KICKOFF MEETING
GOALS AND MILESTONES

CITY OF GRIFFIN
2026 CDBG PROJECT
Water Improvements

ACTIVITY	RESPONSIBILITY	DATE
Execute Engineering and Grant Administration Agreement	City	Admin: Engineering:
Complete Environmental Assessment and Advertise Concurrent Notice	ASC/City	
Recipients Workshop	ASC/City	
Execute and Submit Grant Award Documents to DCA	City ASC	
Post Award Public Hearing	ASC/City	
Kick-Off Meeting With All Parties	City/ DCA/ ASC/ Engineer	
Survey: Design:	Engineer	
Request Wage Rates & Forward to Engineer	ASC	
Final Design Approval	City/Engineer/ASC/EPD	
Advertisement for Bids Process Bid Opening;	Engineer/City/ASC	
Contract Award and Preconstruction Conference	ASC/Engineer/City	
Construction: Start: End:	General Contractor/ Engineer	
Public Hearing & Project Close Out	ASC/City/DCA	

EXHIBIT C

SOURCE AND USE OF FUNDS
CITY OF GRIFFIN - FY2026 CDBG WATER IMPROVEMENTS
SOUTHERN RUSHTON MILL VILLAGE TARGET AREA - PHASE II

USES		SOURCES		
BUDGET ACTIVITY	**TOTAL COST**	**CDBG FUNDS**	**CITY CASH**	**CITY MATCH**
Water Infrastructure, including street repair and erosion control	$ 1,327,615.00	$ 861,170.00	$ 466,445.00	
Construction SUBTOTAL	**$ 1,327,615.00**	**$ 861,170.00**	**$ 466,445.00**	**$ -**
Construction Contingency	$ 104,635.00	$ 80,065.00	$ 24,570.00	
Engineering Design	$ 107,265.00	$ 58,765.00	$ 1,000.00	$ 47,500.00
Construction Management/Inspections	$ 53,600.00	$ -	$ 53,600.00	
Cost Estimate SUBTOTAL	**$ 1,593,115.00**	**$ 1,000,000.00**	**$ 545,615.00**	**$ 47,500.00**
Preliminary Engineering Report	$ 2,600.00		$ 2,600.00	
Grant Application Preparation and NEPA Clearance	$ 8,500.00		$ 8,500.00	
Grant Administration	$ 60,000.00		$ 60,000.00	
Annual Audit CDBG Funds	$ 1,000.00		$ 1,000.00	
TOTALS	**$ 1,665,215.00**	**$ 1,000,000.00**	**$ 617,715.00**	**$ 47,500.00**
	Total Local Contribution:			**$ 665,215.00**

EXHIBIT D

Contractor Affidavit for
Electronic Verification of Work Authorization Programs

I and any entity I represent:

1) Complies with O.C.G.A. §13-10-91, and has registered with and is participating in a federal work authorization program (any of the Electronic Verification of Work Authorization Programs operated by the U.S. Department of Homeland Security to verify information of newly hired employees) per the applicable provisions and deadlines of O.C.G.A. §13-10-91 (E-verify User Identification Number **122893**);

2) Agree that, should I/we employ or contract with any subcontractor(s) in connection with the services for the City, we will secure from such subcontractor(s) similar verification of compliance with O.C.G.A. §13-10-91 on the Subcontractor Affidavit provided in Rule 300-10-01-.08 or a substantially similar form:

3) Agree to maintain records of such compliance and provide a copy of each such verification to the City at the time the subcontractor(s) is retained to perform such service; and

4) Agree to keep records of compliance and present a copy thereof to the City immediately upon demand.

5) Contractor has five (5) employees at the time of this contract.

6) Contractor warrants that Contractor has included a similar provision in all written agreements with any subcontractors engaged to perform services under its Contract with the City.

In making the above sworn certification, under oath, I understand that any person who knowingly and willfully makes a false, fictitious or fraudulent statement or representation in an affidavit shall be guilty of a violation of code section 16-10-20 of the Official Code of Georgia.

Sworn to and subscribed before me

this 3RD day of September, 2026.

Sara Thomas
Notary Public

My Commission Expires: March 9, 2030

SARAH EVANS NOTARY PUBLIC WALTON COUNTY GEORGIA MY COMMISSION EXPIRES March 9, 2030

Allen-Smith Consulting, Inc.

By: Debra Smith
Authorized Officer or Agent

Title: President

Print Name: Debra Smith

AGENDA ITEM SUMMARY

ITEM SUMMARY:

Consider Intergovernmental Agreement for Services with the Griffin-Spalding Land Bank Authority for purposes of defining interdepartmental services the City provides to GSLBA and the method for calculating fees for those services. *Assistant City Manager of Development Services, Kelsey Carden, will address.*

SPECIAL CONSIDERATIONS OR CONCERNS:

The City and GSLBA are both parties to a Lease Agreement for Personnel Services signed in September 2023. However, we never executed an agreement defining the interdepartmental services which the City would provide to the Land Bank (e.g. Human Resources, Accounting, Procurement, Finance and Internal Controls policies, Information Technology, or other similar administrative services). Because of this gap, the City and Executive Director of the Land Bank had issues determining what services the City should/would provide to the Land Bank versus the services that Land Bank should seek from a third-party vendor. It also created concerns regarding what policies would control for operational decisions, most notably purchasing and financial record keeping.

Substantively, this IGA will result in very little changes to the operational relationship between the City and the Land Bank. It is modeled after the IGA for Services that the City has with the Airport Authority. The IGA provides guidance to City departments and Land Bank that will ensure accountability between the City and the Executive Director, as well as the City and the Land Bank. For the term of this Agreement, all purchases made by Land Bank will be processed through the City's finance department to ensure a single, comprehensive record of the Land Bank's financial books, and all purchases will be made subject to the City's purchasing procedures and thresholds.

This IGA is a temporary measure. Per the Land Bank's attorney, the intention is for Land Bank to take on all administrative services, outside of human resources or other services directly related to the employee lease arrangement, by the end of this Agreement (June 30, 2027).

STAFF RECOMMENDATION:

Staff recommends approval.

FINANCIAL IMPACT:

This IGA does not result in any financial changes for the City because interdepartmental charges are accounted for during the budget adoption process. The only impact is that the City would process and pay all LBA expenses and send an invoice to Spalding County for their approved budget contribution. This is the same arrangement used for the PD Range, Airport Authority, and Archives.

Submitted By:
Kelsey Carden

Meeting Date:
22/09/2026

Reviewed By:
Jessica O'Connor

ATTACHMENTS:
Services Agreement Btw COG & GSCLBA (GSCLBA sig).pdf

STATE OF GEORGIA
COUNTY OF SPALDING

INTERGOVERNMENTAL AGREEMENT BETWEEN THE CITY OF GRIFFIN, GEORGIA AND THE GRIFFIN-SPALDING COUNTY LAND BANK AUTHORITY

This Agreement made and entered as of __ of _____, 2026 ("Effective Date", by and between the City of Griffin, Georgia (hereinafter, "City") and the Griffin-Spalding County Land Bank Authority (hereinafter, "Authority") for the purpose of defining the services the City will provide to the Authority and the fees the Authority hereby agrees to pay the City for such services. It is contemplated by the parties that all services, together with the cost thereof, shall be budgeted in the Authority's approved annual budget, which will be jointly funded by the City and Spalding County, as provided in that certain Amended and Restated Interlocal Cooperation Agreement between the City and County, dated February 23, 2021.

The term of this Agreement shall commence on the Effective Date above and terminate on June 30, 2027, unless sooner terminated based upon written notice given the other party not less than 30 days prior to the stated effective date, and/or the parties agree to extend this term via a separate written agreement.

This writing (hereinafter referred to as the "Agreement" or "IGA") shall constitute a binding, legal contract by and between the parties hereto, in accordance with the authority granted by Article IX, Section III, paragraph I of the 1983 Constitution of the State of Georgia Each of the parties herein covenant that is has the requisite legal authority to provide the services, perform the functions, construct, and operate the facilities and equipment, and otherwise do all things necessary, convenient, and expedient to carry out the obligations and responsibilities herein set forth, either expressly or by reasonable implication. Said parties further covenant that all conditions or acts required by law to authorize said agreement have been met or performed. This agreement shall constitute a valid, binding, and enforceable obligations of each party and all assertable immunities and defenses, if any, are hereby waived as to the opposing party. The parties covenant that they will uphold and defend the validity and enforceability of this agreement in any proceeding in which it may be challenged.

The City shall provide the following services to the Authority:

1. **Personnel:** The City will provide staffing through leased employees in accordance with the adopted budget and separate Lease Agreement for Personnel Services between the City and the Authority, dated September 1, 2023, along with any amendments or successive agreements thereto between the Parties for such services.

2. **Human Resources:** The City will provide Human Resources support functions for the purpose of benefits administration, retirement benefits, payroll processing, and insurance programs to include though not be limited to the health, dental, workers compensation, professional liability, property, casualty, short-term and long-term disability. Leased employees will remain employees of the City of Griffin and subject to City personnel rules and regulations.

3. **Accounting and Reporting:** The City will perform accounting and reporting functions as outlined herein. The Land Bank Authority will submit check requests and purchase orders, along with supporting documentation (i.e. an invoice packet) to the City of Griffin Finance Department. The Finance Department will review all Land Bank Authority invoice packets for compliance with current accounting guidelines and policies which may include, but not be limited to, the City of

Griffin Ordinance, procurement policies, Generally Accepted Accounting Principles, Governmental Accounting Standards Board, Government Finance Officers Association best practices, etc. Any invoice packet that is incomplete or contains errors will be returned to the Land Bank Authority Manager for correction. All invoice packets that are correct will be processed for payment within five business days of receipt. Monthly, the Finance Department will present a detailed budget vs actual expense statement to the Land Bank Authority, along with an invoice. Payment terms are net 30. As requested by the Land Bank Authority Manager, the Finance Department will research and report resolution to payment issues for vendors. The Finance Department will assist the Land Bank Authority with Open Records Requests that require financial research and data. The Finance Department will work with the Land Bank Authority Manager to ensure all Land Bank Authority Requests for Proposals/Quotes/Information/Qualified Contractors, etc. adhere to the same procurement policies and standards that all City Departments must follow. The Finance Department will post approved procurement solicitations (i.e. RFP, RFQ, ITB) and addenda on the City of Griffin website and Georgia Procurement Registry.

4. **Financial policies and internal controls:** The Authority will follow and adhere to City of Griffin internal controls, procurement guidelines, budget requirements, City ordinances, Generally Accepted Accounting Principles, Government Accounting Standards Board rules, and Government Finance Officers Association best practices.

5. **Information technology:** The City will provide for and support technology requirements for Authority operations as agreed by the parties during the budget adoption process.

6. **Inter-departmental charges:** The Authority will incur inter-departmental charges including facilities maintenance. These charges are determined during the City's budget adoption process. Charges are an allocation based on the number of employees city-wide, as a percent thereof. Allocated costs include, but are not limited to, Management Services, Information Technology, Administrative Services, etc.

Fees for Services: The amount owed by the City and Spalding County, respectively, shall be determined by calculating all revenue sources, deducting all expenditures and interdepartmental charges, adding back depreciation (as applicable), and deducting cost of capital net of any grant funding (as applicable), and multiplying by each entity's applicable funding ratio established at the time of budget adoption and in accordance with the Authority's bylaws.

Governing Law and Forum Selection. This Agreement shall be governed by laws of the State of Georgia. The parties agree that any action filed to enforce performance of this Agreement shall be filed in the Superior Court of Spalding County, Georgia.

Amendment and Notices. This Agreement may not be amended or modified, except in a subsequent writing spread upon the Minutes of each respective party, showing its approval and authorization for its execution by its designed officers.

Any notices required to be given to the parties by the Agreement shall be served, in person and by Certified Mail, Return Receipt Requested, addressed as follows:

CITY: CITY OF GRIFFIN, GEORGIA
Attn: City Manager
100 S. Hill Street, 3rd Floor
P.O. Box T
Griffin, Ga 30223

Joconnor@cityofgriffin.com

AUTHORITY: GRIFFIN-SPALDING COUNTY LAND BANK AUTHORITY
Attn: Chairperson
100 S. Hill Street, 4th Floor
P.O. Box T
Griffin, Ga 30224

IN WITNESS WHEREOF, the parties have set their hands and affixed their seals, the day and year above written.

CITY OF GRIFFIN

By: Douglas S. Hollberg, Mayor

Attest:

Jessica W. O'Connor, Secretary

Approved as to form:

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

GRIFFIN-SPALDING LAND BANK AUTHORITY

By: Newton Galloway, Chairperson

Approved as to form:

T. O'Neal
~~Authority Attorney~~

AGENDA ITEM SUMMARY

ITEM SUMMARY:

Consider a resolution and authorize the Mayor to execute the 2026 Community Development Block Grant (CDBG) Employee Incentive Program (EIP) application with the Georgia Department of Community Affairs (DCA) to extend public sewer infrastructure to 1535 Industrial Drive to serve Kore Electric American Corp. *Water and Wastewater Director, Brandon Lewis, will address.*

SPECIAL CONSIDERATIONS OR CONCERNS:

This will be an extension of the sanitary sewer system in the Shoal Creek sewer basin from private property through acquired easements to 1535 Industrial Drive. The City of Griffin will be the recipient of the grant on behalf of Kore Electric. The estimated cost of engineering design and construction is $242,085.00. The grant application is for $260,747.00 which will cover grant administration costs as well.

STAFF RECOMMENDATION:

Staff recommends approval.

FINANCIAL IMPACT:

All grant application and administration fees will be reimbursed to the City through the grant award.

Submitted By:
Brandon Lewis

Meeting Date:
22/09/2026

Reviewed By:
Jessica O'Connor

ATTACHMENTS:
Griffin 2026 - Kore Electric eip_ipa_paca (revised).pdf
FOR_AGENDA_-_City_of_Griffin_EIP_Resolution_Kore_2026.pdf

Allen-Smith Consulting
Grant Writing and Grant Administration

405 Nunnally Farm Road
Monroe, Georgia 30655
O: 770.207.0142 / F: 770.207.0159

Ms. Faith Kae, Economic Development Program Consultant
Georgia Department of Community Affairs
60 Executive Park South, NE
Atlanta, Georgia 30329

RE: City of Griffin 2026 EIP
Sewer for Kore Electric America Corp

Dear Faith,

On behalf of the City of Griffin we are submitting the Initial Project Assessment form and package regarding the City's EIP Application for sewer infrastructure extension to assist Kore Electric America Corp in locating to their new location in the City of Griffin. Enclosed for your review you will find the following:

1. Initial Project Assessment Signature Form from the City
2. Initial Project Assessment Form
3. Proposed Infrastructure Improvements Map
4. Source and Use of Funds
5. Census Block Group Map

Thank you for your consideration of this project and its impact. Please call if you have any questions or need additional information.

Best,

Tyler Gregory
Project Manager, Allen-Smith Consulting

CC: Corinne B. Thornton, Region 4 Representative, DCA
Jeremy Stratton, CEO, City of Griffin Economic Development Director
Brandon Lewis, Director Water & Wastewater, City of Griffin
Michelle Haynes, Director of Planning & Development, City of Griffin

Initial Project Assessment
for EIP Pre-Agreement Cost Approval

Applicant local government: City of Griffin

Potential beneficiary (company): Kore Electric America Corp

Thank you for your interest in the Employment Incentive Program (EIP) of the Georgia Department of Community Affairs. This document, an Initial Project Assessment (IPA), contains several questions regarding your proposed project. Your answers to these questions will help us determine whether your project is eligible for EIP funding and whether DCA may issue a pre-agreement cost approval letter to authorize interim financing and the commencement of project activities. A DCA employee will be available to assist you in answering these questions.

Please be advised that your completion of this IPA does not constitute submission of an EIP application and is not a commitment to fund or a notification of grant award, or notification that any proposed activities are eligible for EIP financing or pre-agreement cost approval. Simply, DCA needs certain information about your project before it can issue a pre-agreement cost approval. Upon receipt of a completed IPA form that is signed by the chief elected official of the potential local government applicant, DCA will issue either a pre-agreement cost approval for all eligible projects or a notice of explanation for ineligible projects.

As you know, each EIP application must stand on its own merit and obtain sufficient points under the formal review process to be funded. Since the competitiveness of your project is unknown at this time, any group that secures financing and moves ahead with any portion of the project should do so under the full realization that EIP funding is not guaranteed until a grant award and contract has been executed by DCA.

Certification:

I, the undersigned authorized representative of the applicant, certify that to the best of my knowledge and belief, the information contained in this IPA form is true and correct. **I understand that funding under the EIP program is contingent in part upon compliance with the National Environmental Policy Act (NEPA), among other laws and regulations, and that failure to comply with NEPA will result in ineligibility for funding under EIP.**

Furthermore, I hereby request pre-agreement cost approval from DCA for this project.

Doug Hollberg, Mayor, City of Griffin (Signature)

9/2/2026
Date Signed

Doug Hollberg, Mayor
Doug Hollberg, Mayor, City of Griffin (Print Name)

EIP Initial Project Assessment

Office of Economic Development
Georgia DepartmentGeorgia Department of Community Affairs

Basic Questions Regarding Your Economic Development Project

1. Project Description

Describe your project, including both the private and public portions. Provide sufficient detail for a clear understanding of the entire project, including the interested parties and a general description of the beneficiary business. Please indicate the following:

a) the proposed applicant local government;
b) the name of the business that will receive the benefits of the EIP funding and a description of that business;
c) sub-recipients (such as a development authority), if any;
d) what activities the EIP proceeds will be used for;
e) the amount of financing needed to implement the EIP activity;
f) where the project will take place;
g) when the project will be implemented;
h) how the EIP financing will be packaged and administered; and
i) any preliminary engineering plans that have been or will be initiated for the project.

The City of Griffin is seeking $260,747.00 in EIP grant funding to assist Kore Electric America Corp in locating to the City of Griffin in Spalding County. The EIP funds requested will be used to construct a gravity sanitary sewer line extension to connect Kore Electric's facility to the City's sewer system. All work will take place in permanent easements to be acquired by the City of Griffin. The City of Griffin will own and maintain all sewer improvements. The City has adequate sewer capacity to serve Kore Electric with this utility; wastewater will be conveyed to the City's Shoal Creek Wastewater Treatment Plant, which is permitted to treat 2.25 million gallons per day. The total private investment is $6,000,000.00, including Kore Electric's purchase of the building, renovation of the building, and purchase of equipment for the production of control panels. The total construction cost for the sewer improvements, including contingency, engineering design costs and construction management, is $242,085.

Kore Electric America Corp designs, develops, manufactures, and supplies industrial electrical control panels and custom power distribution systems, including motor control panels (MCPs), motor control centers (MCCs), and programmable logic controllers. These assemblies start, control, protect, and monitor electric motors from a centralized location in a variety of industrial applications, such as manufacturing. Kore Electric America Corp is a registered Georgia company and has purchased an existing ±45,000-square-foot facility inside the city limits at 1535 Industrial Drive, Griffin, Georgia, which it is renovating to assemble industrial-grade motor control panels. The EIP project location is inside the service area of the City of Griffin. Renovation of the facility began December 11, 2025, with production anticipated to begin in November 2026. Hiring is expected to begin as renovations are completed.

2. Sources and Uses

Indicate the amount of EIP financing requested and show how the proposed sources and uses will be allocated for all private and public project funds. First, show the sources and the related dollar amounts. Then show the purpose(s) for which the funds will be used, and in what amounts. Be

sure to identify the amount of debt and equity the owner(s) or developer(s) will be putting into the project.

Please see the Source and Use of Funds attached to this IPA.

3. Project Structure

Describe the principal parties in your project and how funds will flow to the various parts of your project. For example, where applicable, describe:

- Who will be the principal developer or project manager?
- Who will be the developer's contractor? leasing agency?
- Who will provide the equity?
- Who will provide the permanent financing?
- Who will own, maintain and operate the assets or infrastructure upon completion?

The City of Griffin will own and maintain the new sewer infrastructure. EIP grant funds will provide $260,747.00 for this project. Kore Electric America Corp will provide funding for the purchase and renovation of the building and the purchase of production equipment (see Source and Use of Funds). The City of Griffin will provide additional funds for the preliminary engineering report, engineering, audits, and grant writing and administration. The City of Griffin Development Authority has spearheaded this project as the economic development arm of the City of Griffin. The City of Griffin has selected Allen-Smith Consulting as the grant writing and grant administration firm for this project. The City has also selected LJA Engineering, Inc. as the EIP project engineer.

4. Timetable and Stages

Indicate your estimated project *timetable*, and at what *stage(s)* you will need EIP financing. Also indicate the current status of the project.

Please indicate specifically what steps in the environmental review process, if any, have been taken to comply with the National Environmental Policy Act (NEPA) and other applicable environmental laws and regulations.

Project activities or private investment should not occur before DCA has approved the 'Request for Release of Funds and Certifications' regarding environmental review compliance. Failure to comply with applicable environmental regulations (NEPA) may result in ineligibility for EIP funding.

The project is currently going through the National Environmental Policy Act process. Consultation documentation was submitted to the State Historic Preservation Office. A finding of "No Historic Properties Affected" was received from SHPO on August 5, 2026. Documentation has also been submitted to the Alabama-Quassarte Tribal Town, the Alabama-Coushatta Tribe of Louisiana, the Muscogee (Creek) Nation, and the Seminole Tribe of Florida for comments. The 30 Day period ended on August 17, 2026. There were no comments. A Notice of No Adverse Impact and Request for Release of Funds will be published by early September. The estimated date for NEPA clearance is late October or early November.

The City of Griffin, together with Kore Electric America Corp and the City of Griffin Development Authority, is requesting that December 11, 2025 be the PACA (pre-agreement cost approval) date for the project.

Kore Electric America Corp has purchased its existing facility at 1535 Industrial Drive. Renovation of the facility began December 11, 2025, and the manufacture of sellable products is anticipated to begin in November 2026.

5. Public Benefit Standards

If your project is an eligible economic development activity, it must provide a certain level of *public benefit.* For example, if it is a job creation or retention activity, it must create or retain a proportionate number of jobs for the dollar amount of CDBG assistance. If the project serves low- and moderate-income people, for example through workforce training, the grant requested must result in a proportionate level of benefit to low- and moderate-income persons using the proposed services.

Therefore, indicate the following:

- The total amount of CDBG funds (e.g., EIP funds and any other CDBG-related funds, such as EIP RLF monies or CDBG loan guarantee/Section 108 funds) to be used in the project: up to **$260,747.00;**

- The total number of permanent full-time equivalent jobs to be created or retained or beneficiaries served as a result of the project: ***30;***

- The total number of low- and moderate-income persons hired, retained or served by the project: ***30 (100%). The project site is located within the qualifying 20% poverty Census Tract 1612.02, Block Group 2 (see Census tract map attached to this IPA).***

6. *Questions for Proposed EIP Loans:*

The EIP assistance requested for this project is not a loan; the following questions regarding payment terms and collateral are therefore not applicable.

7. *Question for Proposed EIP Infrastructure Projects:*

If you are proposing to use EIP funds for public infrastructure that would benefit a private, for-profit entity, please respond to the following question regarding public ownership:

Will the proposed infrastructure improvement to be financed with EIP funds be on public property? Please indicate if the project property is publicly held or whether a public easement or right-of way must be acquired.

The sanitary sewer improvements financed with EIP funds will be located within permanent public utility easements. The project property is not currently publicly held; the City of Griffin will acquire permanent utility easements, in compliance with the Uniform Act, from two parcels

along the proposed sewer route. Once installed, the City of Griffin will own, maintain, and operate the sewer infrastructure.

8. Whom May We Contact

In order for DCA to contact you directly, please provide the following information for both the applicant local government and the grant-writing or administrative contacts:

- Name and title of contact person
- Street mailing address
- Phone number
- Fax number
- E-mail address

City of Griffin – Project Contact:
Brandon Lewis, Director Water/Wastewater
(770) 229-6424
blewis@cityofgriffin.com

Grant Writer/Administrator – Allen Smith Consulting:
Debra Smith, Client Manager
Tyler Gregory, Project Manager
Sara Thomas, Grants Manager
(770) 207-0142
debra@allensmithconsulting.com
tyler@allensmithconsulting.com
sara@allensmithconsulting.com

Project Engineer – LJA Engineering, Inc.:
Robert King, Senior Project Manager
(770) 225-4730
rking@lja.com

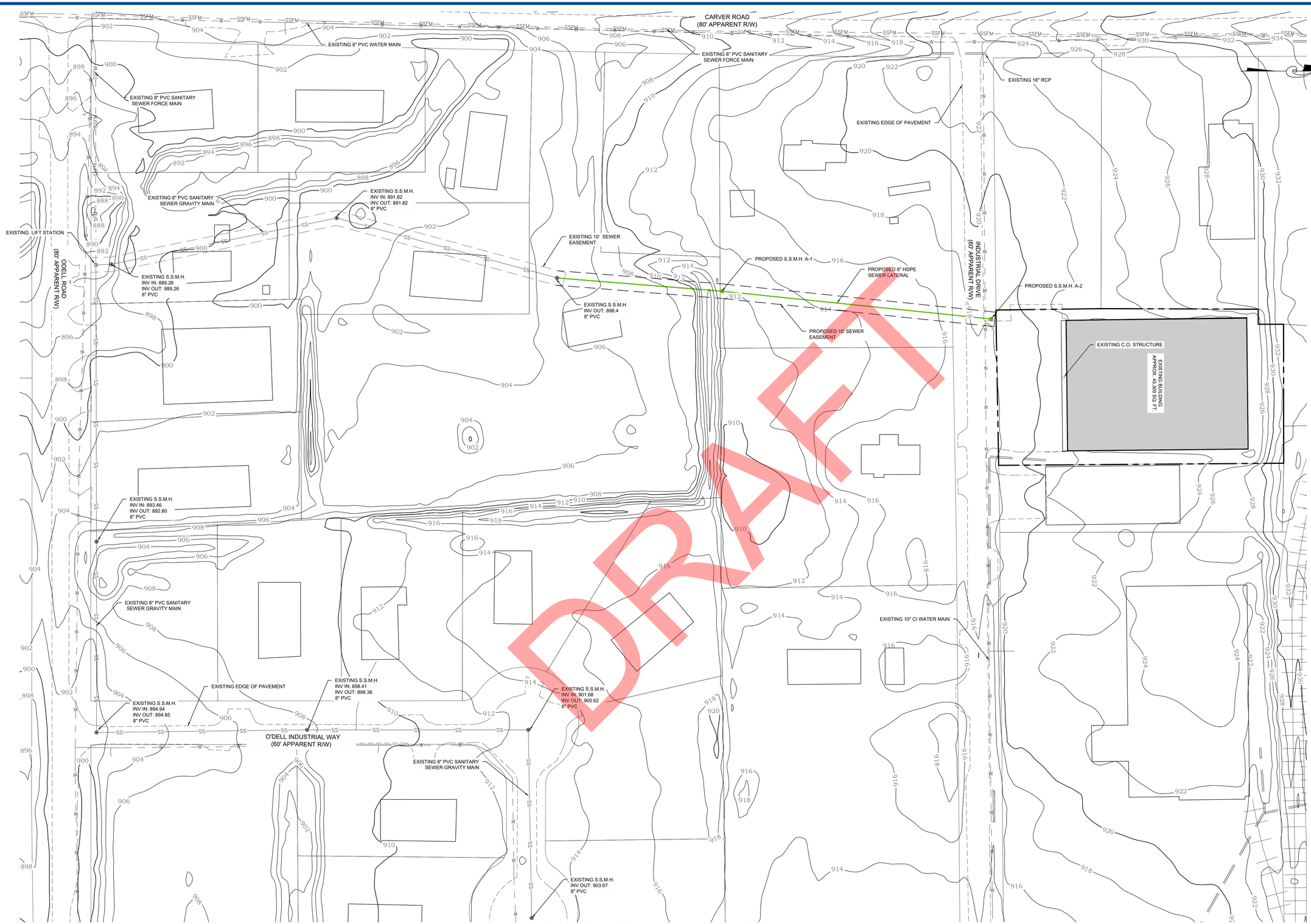
Beneficiary – Kore Electric America Corp:
Hee Henderson, Manager
(864) 349-8153
admin@koreelec.com

City of Griffin Development Authority:
Jeremy Stratton,
Director Economic Development
(770) 233-2901
jstratton@cityofgriffin.com

Open Records Statute:

Georgia Law requires that "All public records of an agency as defined in subsection (a) of this Code section, except those which by order of a court of this state or by law are prohibited or specifically exempted from being open to inspection by the general public, shall be open for a personal inspection by any citizen of this state at a reasonable time and place; and those in charge of such records shall not refuse this privilege to any citizen" (O.C.G.A. § 50-18-70(b)). This means that past and current records on the use of CDBG/EIP funds are required to be open for public inspection.

However, certain proprietary information which is required by DCA to be included in an economic development application and must be supplied by a business or developer in order to receive certification and which constitutes a "trade secret" (O.C.G.A. § 10-1-740 et seq.; 16-8-13(a)(4)) is exempt from disclosure under O.C.G.A. section 50-18-70.



DRAFT

SOUTH SEWER EXHIBIT

GRAPHIC SCALE

60 0 30 60 120 240

(IN FEET)
1 inch = 60 ft.

NO.	DATE	DESCRIPTION	BY	CHK	APV

Griffin
Growing TOGETHER

CITY OF GRIFFIN
105 SOUTH HILL STREET
GRIFFIN GEORGIA 30223
(770)-233-2901

LJA ENGINEERING

350 AIRPORT ROAD
GRIFFIN, GA 30224
(770) 412-7700

LJA ENGINEERING
LICENSE NUMBER: PEF007932

NOT FOR CONSTRUCTION
PRINTED:
October 1, 2025

SITE DEVELOPMENT PLANS FOR

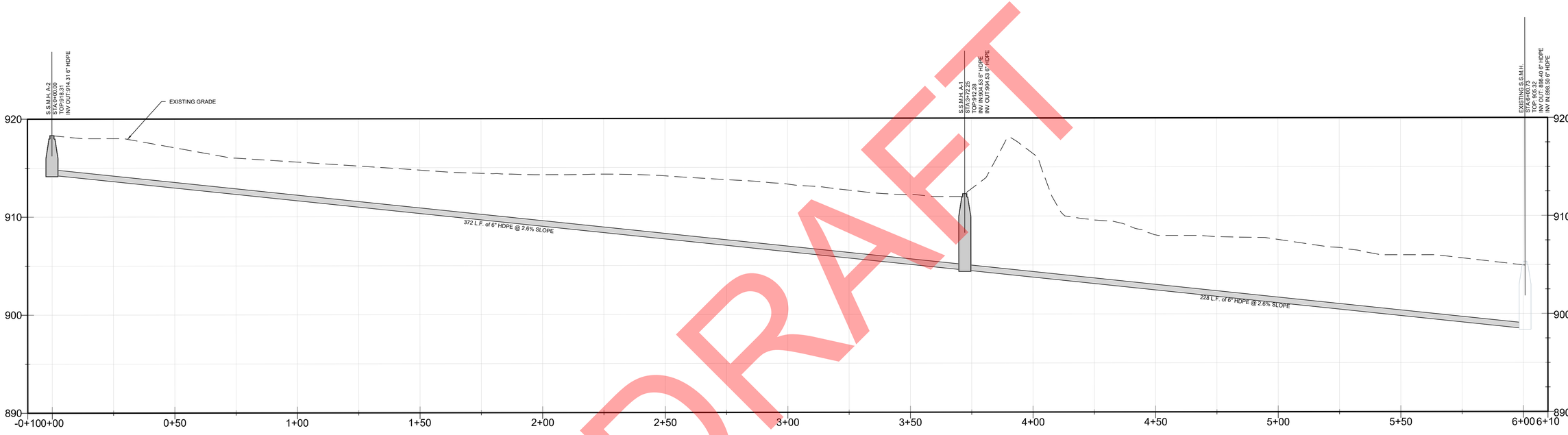
1535 INDUSTIRAL DRIVE SEWER EXHIBIT

LOCATED IN LANDLOTS 108 OF THE 2ND DISTRICT, CITY OF GRIFFIN

PROJECT NUMBER
PROJECT #

SHEET NAME
SOUTH SEWER EXHIBIT

SHEET NUMBER
02
SHEET 02 OF 04



SANITARY SEWER LINE 'A'
HORIZONTAL SCALE 1"=20'
VERTICAL SCALE 1"=20'

DRAFT

SEWER PROFILES

NO.	DATE	DESCRIPTION	BY	CHK	APV

CITY OF GRIFFIN
105 SOUTH HILL STREET
GRIFFIN GEORGIA 30223
(770)-233-2901

LJA ENGINEERING
350 AIRPORT ROAD
GRIFFIN, GA 30224
(770) 412-7700
LJA ENGINEERING
LICENSE NUMBER: PEF007932

NOT FOR CONSTRUCTION
PRINTED:
October 1, 2025

SITE DEVELOPMENT PLANS FOR
1535 INDUSTRIAL DRIVE
SEWER EXHIBIT
LOCATED IN LANDLOTS 108 OF THE 2ND DISTRICT, CITY OF GRIFFIN

PROJECT NUMBER
PROJECT #

SHEET NAME
SEWER PROFILES

SHEET NUMBER
03
SHEET 03 OF 04

Georgia Department of Community Affairs
Source and Use - Infrastructure
CDBG/EIP Program

Applicant: City of Griffin
☑ Original ☐ Amendment, dated:_____

Project Activity	Funding Source								TOTALS:
	Private Investment	EIP Funds	City of Griffin						
Sewer Improvements									0
Construction		189,525							189,525
Easement Prep/Acquisition		15,000							15,000
Grant Preparation/NEPA			15,000						15,000
City Audits			1,000						1,000
PER			10,000						10,000
									0
									0
									0
									0
									0
									0
									0
									0
									0
Construction Subtotal	0	204,525	26,000	0	0	0	0	0	$ 230,525
Contingencies		15,160							15,160
Grant Administration		16,500	13,500						30,000
Engineering		24,562	12,838						37,400
Private	0								0
TOTALS:	0	260,747	52,338	0	0	0	0	0	$ 313,085

Public/Private Source	Construction	Contingencies	Engineering	Administration	TOTALS:
Private Investment	0	0	0	0	0
EIP Funds	204,525	15,160	24,562	16,500	260,747
Local Funds			12,838	13,500	26,338
State/Federal Funds					0
	204,525	15,160	37,400	30,000	$ 287,085

NOTES:

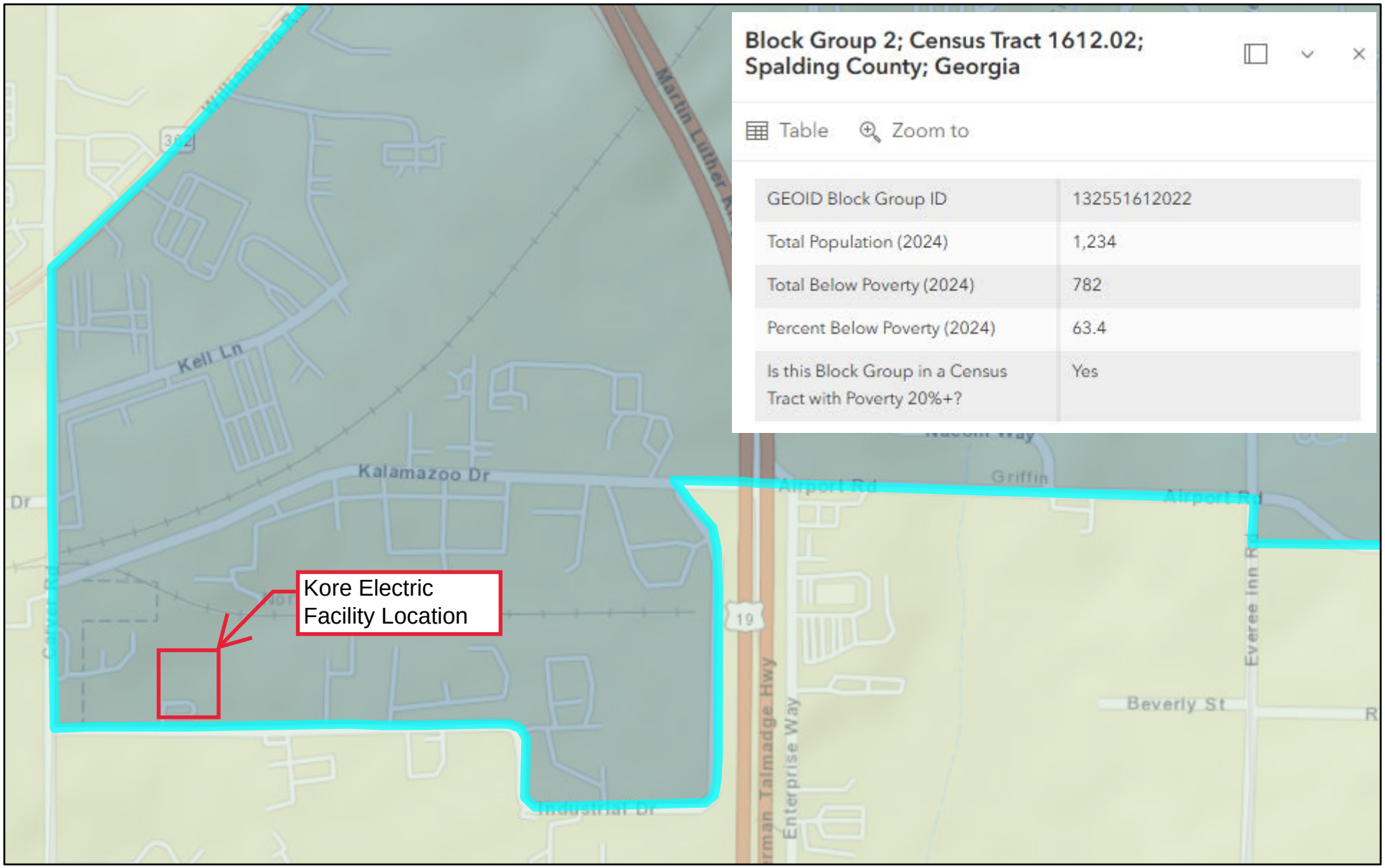
The total project cost is $6,313,085.00. This form does not allow for the company's private investment to be calculated in the "Public/Private Source" section. The attached Source and Use of Funds prepared by Allen-Smith Consulting shows all funding, balancing the sources and uses.

City of Griffin
Employment Incentive Program - Source and Use of Funds
KORE Electric - Sewer Infrastructure Improvements

USES		SOURCES		
PROJECT ACTIVITY	**TOTAL COST**	**EIP**	**City of Griffin**	**KORE**
Sewer Improvements Construction	$ 189,525.00	$ 189,525.00		
Construction Contingency (10%)	$ 15,160.00	$ 15,160.00		
Construction Subtotal	**$ 204,685.00**	**$ 204,685.00**	**$ -**	**$ -**
Preliminary Engineering Report (PER)	$ 10,000.00		$ 10,000.00	
Engineering Design and Construction Management Fees	$ 37,400.00	$ 24,562.00	$ 12,838.00	
EIP Grant Administration Fees	$ 30,000.00	$ 16,500.00	$ 13,500.00	
EIP Grant Preparation Fees (IPA/NEPA/Section106/Grant Writing)	$ 15,000.00		$ 15,000.00	
Easement Preparation, Acquisition and Legal	$ 15,000.00	$ 15,000.00		
City Audits	$ 1,000.00		$ 1,000.00	
Other Costs Subtotal	**$ 108,400.00**	**$ 56,062.00**	**$ 52,338.00**	**$ -**
Total Project Cost	**$ 313,085.00**	**$ 260,747.00**	**$ 52,338.00**	**$ -**
KORE PRIVATE INVESTMENT	$ 6,000,000.00			$ 6,000,000.00
GRAND TOTALS INCLUDING PRIVATE INVESTMENT	**$ 6,313,085.00**	**$ 260,747.00**	**$ 52,338.00**	**$ 6,000,000.00**

Prepared by Allen-Smith Consulting

Poverty: Block Groups (2022-2024)



7/22/2026

Percent Poverty: BG 2024 ACS

0 - 15

> 40 - 100

World_Street_Map

1:7,702

0 0.05 0.1 0.2 mi

0 0.07 0.15 0.3 km

Esri, HERE, Garmin, INCREMENT P, Intermap, NGA, USGS

CITY OF GRIFFIN - FY2026 EIP APPLICATION RESOLUTION

WHEREAS, the Georgia Department of Community Affairs has established the Community Development Block Grant Employment Incentive Program (EIP) to assist cities and counties with improvements for economic development, in Georgia, and

WHEREAS there exists in the City of Griffin a need to improve employment opportunities and to promote the health, welfare, safety, and economic security of its citizens by providing them with diverse job opportunities and by assisting new businesses to locate in the City.

NOW THEREFORE, BE IT RESOLVED by the Mayor that the City of Griffin supports the EIP Grant application for funds to assist Kore Electric America Corp. The City also commits to provide necessary funds above the grant amount to complete the needed sewer improvements for Kore Electric American Corp;

BE IT FURTHER RESOLVED that the Mayor is authorized and directed to act as the official representative of the City to act in connection with the application, and to be responsible for compliance with the applicable state and federal requirements of the program and to provide such additional information as may be required;

BE IT FURTHER RESOLVED that the Mayor is authorized to enter into an agreement for engineering and grant administration services relating to the application and subsequent grant (if funded) and to execute the application and other required documents on behalf of the City including the grant award package (if funded);

BE IT FURTHER RESOLVED that the City hereby adopts the Citizen Participation Plan of the Georgia Department of Community Affairs to ensure public involvement in the CDBG process;

BE IT FURTHER RESOLVED that the City hereby acknowledges that the proposed project is subject to the requirements of Section 3 of the Housing and Urban Development Act of 1968, as amended, 12 U.S.C. 170lu (Section 3) and in accordance with the City's Section 3 Compliance Plan will to the greatest extent feasible, comply with all Section 3 requirements;

BE IT FURTHER RESOLVED that the City hereby acknowledges that the proposed project is subject to the requirements of Title VIII of the Civil Rights Act of 1968 (Fair Housing Act), as amended, Section 104(b)(2) of the Housing and Community Development Act of 1974, as amended, and Section 105(b)(3) of the National Affordable Housing Act of 1990 (NAHA). The City hereby commits to Affirmatively Furthering Fair Housing to the greatest extent feasible;

BE IT FURTHER RESOLVED that the City hereby acknowledges that the proposed project is subject to the requirements of Section 504 of the Rehabilitation Act of 1973, as amended, Title II of the Americans with Disabilities Act of 1990 (ADA), and the Architectural Barriers Act of 1968. The City hereby commits to comply with all Section 504 requirements to the greatest extent feasible, the City hereby commits to comply with all BABAA requirements to the greatest extent feasible;

BE IT FURTHER RESOLVED that the proposed infrastructure improvements are in conformance with the City's and County's Comprehensive Plan and are <u>not</u> inconsistent with the City's Service Delivery Strategy;

BE IT FURTHER RESOLVED that a true and dedicated commitment has been made to the project for its successful completion so Kore Electric America Corp may provide new jobs for low to moderate income families.

BE IT RESOLVED this 22nd day of September, 2026

_____
Douglas S. Hollberg, Mayor

CERTIFICATION

I do hereby certify that the foregoing is a true and correct copy of the Resolution duly adopted by the City on the date so stated in said Resolution. I further certify that I am the City Clerk and that said Resolution has full force and effect the 22nd day of September, 2026.

ATTEST:

(Seal)

_____
Jessica W. O'Connor, Secretary

AGENDA ITEM SUMMARY

ITEM SUMMARY:

Consider a motion to lift from the table and 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:
22/09/2026

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
INCREASE TRANSFERS IN		
953-0000-39-1230-0000	Transfers In from TAD 1 Fund	(500,000.00)

TAD 1 FUND

INCREASE TRANSFERS OUT		
271-0000-61-1030-0000	Transfers Out to DDA Fund	500,000.00

_____

Douglas Hollberg, Mayor

_____

Jessica O'Connor, Secretary

AGENDA ITEM SUMMARY

ITEM SUMMARY:

Consider a claim for money damages by David G. Henry, 318 W. Cherry St., Griffin, GA, in the amount of $500,000 in settlement of his alleged damages arising from his alleged treatment. *City Attorney Drew Whalen will address.*

SPECIAL CONSIDERATIONS OR CONCERNS:

Mr. Henry filed his own purported Ante Litem Notice, dated August 24, 2026, in which he alleges he and his wife have been subjected to continuous harassment and threats from neighbors since 2024. He states that in March 2026 he took a Protective Order in Spalding Superior Court for City Commissioner Cynthia Ward, which was served on her on March 2, 2026, prohibiting stalking of Mr. Henry and his wife and/or coming within 300 yards of their home He further alleges that on March 3, 2026, someone filed an anonymous complaint with the City's Code Enforcement concerning trash at 318 W. Cherry. He also alleges that on March 7, 2026, his wife observed Ms. Ward at the neighbor's residence at 319 W. Cherry, which he contends violated the Protective Order. He states he contacted the Griffin Police Department and officers came to his residence but took no action to arrest Ms. Ward for violating the Protective Order. He admits he became upset and used profanity against the officers, whereupon Off. Willie Deese arrested him for Disorderly Conduct and took him to the Spalding County Jail. He accuses Ms. Ward of using her official position to cause Code Enforcement to initiate a "retaliatory enforcement action".

In his letter, Henry requests Commissioner Ward recuse herself from any consideration, discussion, deliberation, or vote of the Commission. Although he does not clearly state an intention to sue any person or entity other than the City of Griffin, given the laundry list of causes of action stated, it is likely that if litigation ensues he may also name the police officers with whom he had contact and Ms. Ward as defendants in this matter in both their official and personal capacities.

STAFF RECOMMENDATION:

Staff recommends denial.

FINANCIAL IMPACT:

The City of Griffin is a member of the Georgia Interlocal Risk Management Agency ("GIRMA"), which provides liability coverage for its Members, their officers and employees. Claims submitted to GIRMA are investigated for coverage within the terms and conditions of the Member Coverage Agreement. If a lawsuit is filed, GIRMA assigns counsel to defend the claim; if a Judgment results, GIRMA will pay the claim up to the Member's Coverage limits. The City of Griffin carries coverage of $2,000,000 per occurrence, subject to a $25,000 per claim deductible.

This matter has been referred to GIRMA for investigation.

Submitted By:
Andrew Whalen

Meeting Date:
22/09/2026

Reviewed By:
Jessica O'Connor

ATTACHMENTS:
Ante-Litem David Henry.pdf
Incident Report.pdf

August 24, 2026

VIA CERTIFIED MAIL, RETURN RECEIPT REQUESTED

The Honorable Douglas S. Hollberg, Mayor
City of Griffin
100 S. Hill Street
Griffin, Georgia 30223

RE: ANTE LITEM NOTICE PURSUANT TO O.C.G.A. § 36-33-5
Claimant: David Henry

Dear Mayor Hollberg:

This letter constitutes written notice of a claim for money damages against the City of Griffin pursuant to O.C.G.A. § 36-33-5, presented within six months of the events upon which the claim is predicated.

1. Claimant

David Henry, PO Box 366, Griffin, Georgia 30223.

2. Time and Place

March 7, 2026, at approximately 6:00 p.m., at and near 318 W. Cherry Street, Griffin, Spalding County, Georgia; and March 11, 2026 and continuing thereafter, at 318 W. Cherry Street and at the offices of the City of Griffin.

3. Background: The City's Notice of Ongoing Harm

Since October 2024, my wife, Sara Campbell, and I have documented a sustained course of harassment, trespass, and threats directed at our household and property by neighboring residents. We reported this conduct to the Griffin Police Department on numerous occasions and supplied video evidence. On more than one occasion I was directly and personally threatened. In each instance the Griffin Police Department declined to take enforcement action.

On March 29, 2026, Chief Probation Officer Syble Jones confirmed in writing that none of the police reports filed by our household had ever been referred to the Assistant District Attorney for prosecution.

The Superior Court of Spalding County has entered protective orders in our favor, including in Sara Campbell v. Latonya Williams, Case No. 25V-710. Violation of a stalking protective order is a criminal offense under O.C.G.A. § 16-5-95. Reported violations of those orders have likewise gone unenforced.

This history is recited to establish the City's actual notice of the conduct described below, and the deliberate indifference of its Police Department, and not as a claim for damages arising from events falling outside the statutory notice period.

4. Facts Giving Rise to the Claim

This claim arises from a connected sequence of events occurring over nine days in March 2026. On March 2, 2026, a sitting City Commissioner was served with an ex parte stalking protective order obtained by my household. On March 7, 2026, that Commissioner was present at a neighboring residence in violation of the order; Griffin police declined to enforce it, and I was arrested without probable cause after criticizing their refusal to act. On March 11, 2026, that same Commissioner used her official position to direct City code enforcement against my home. Each of these events followed from my household's exercise of the constitutional right to petition the courts for protection.

A. Service of the protective orders, March 2, 2026.

On March 2, 2026, the Sheriff served ex parte stalking protective orders entered by the Superior Court of Spalding County upon three respondents, including Cynthia Ward, the sitting City of Griffin Commissioner for District 1. The orders prohibited the respondents from coming within 300 yards of our residence at 318 W. Cherry Street. Violation of a stalking protective order is a criminal offense under O.C.G.A. § 16-5-95.

On March 3, 2026, the day after service, a citizen complaint concerning trash at 318 W. Cherry Street was filed with the City of Griffin. The identity of the complainant has not been disclosed to me.

B. The March 7, 2026 arrest.

On March 7, 2026, five days after service, my wife contacted the Griffin Police Department to report that Commissioner Ward was present at a neighboring residence at 319 W. Cherry Street, within 300 yards of our home, in violation of the order served upon her. A member of her household walked across our front yard. These events were captured on our security cameras.

Officers of the Griffin Police Department responded. Despite being presented with a facially valid court order, a served respondent, and an observable violation, the responding officers took no enforcement action of any kind.

During that encounter I verbally questioned and criticized the officers' refusal to act. My speech was directed at officers performing their public duties, in the immediate vicinity of my own home. It included profanity. It contained no threat, no incitement, and no interference with any officer's duties, and my conduct was not violent or tumultuous. Under Georgia law, profanity directed at a person over the age of fourteen is not criminal unless it constitutes "fighting words,"

and Georgia appellate courts have held that profanity directed at a police officer does not constitute disorderly conduct under O.C.G.A. § 16-11-39. My speech was protected by the First Amendment.

Officer Willie E. Deese nonetheless arrested me and charged me with disorderly conduct under O.C.G.A. § 16-11-39 (Arrest Report No. 26-001356). Supplemental reports were prepared by Officers Brown and Hendrix. I was transported to and booked into the Spalding County Jail and detained for several hours. The charge remains pending. There was no probable cause for the arrest.

I have requested the body-worn camera footage, in-car camera footage, computer-aided dispatch records, and related records of this incident under the Georgia Open Records Act. The City has to date declined to produce them. I reserve the right to assert that the written accounts of this incident are materially inconsistent with the recorded evidence upon its production.

C. The March 11, 2026 retaliatory code enforcement action.

On March 11, 2026 — nine days after being served with the protective order, and four days after my arrest — Commissioner Cynthia Ward used her official position to direct City of Griffin Code Enforcement to inspect my property. This is documented in a City of Griffin email obtained through the Georgia Open Records Act, which states that Commissioner Ward asked whether Code Enforcement would check the fence at 318 W. Cherry for Code compliance.

Commissioner Ward did not submit a complaint through the process available to any member of the public. She communicated directly with City staff in her capacity as an elected official, and City staff acted upon her request as a directive, without apparent review, verification, or inquiry into her personal interest in the property or her status as a respondent in pending court proceedings brought by its owners.

A code enforcement action followed, carrying a threatened penalty of $1,000 per day. It was initiated by a party adverse to my household in active court proceedings, acting under color of her municipal office, in retaliation for my household's exercise of the constitutional right to petition the courts for protection.

I am not aware of comparable enforcement having been directed at similarly situated properties in the vicinity.

5. Wrongful Acts Complained Of

Arrest and detention without probable cause, in violation of the Fourth and Fourteenth Amendments; arrest in retaliation for constitutionally protected speech, in violation of the First Amendment; false arrest and false imprisonment; the initiation and continuation of a criminal charge without probable cause; retaliation under color of law against my household for exercising the constitutional right to petition the courts, including through the use of municipal

code enforcement authority; selective and discriminatory enforcement of municipal ordinances; failure to enforce facially valid court orders; and the City's maintenance of a custom or practice of non-enforcement and non-referral with respect to reported criminal conduct affecting my household, together with its failure to train, supervise, and discipline its officers and officials, amounting to deliberate indifference to constitutional rights.

To the extent this claim is predicated upon negligence, the negligence of the City of Griffin which caused the injury consists of its negligent training, supervision, direction, retention, and discipline of its police officers, code enforcement personnel, and elected officials; its failure to establish or enforce any procedure preventing an elected official from directing municipal enforcement action against a party adverse to that official in pending litigation; and its failure to establish or enforce any procedure ensuring that reported violations of court orders and reported criminal conduct are acted upon and referred for prosecution.

6. Extent of the Injury

Deprivation of liberty through arrest and detention; emotional distress, anxiety, humiliation, and embarrassment; damage to reputation and standing in the community; strain upon family relationships; the burden, expense, and disruption of defending a pending criminal prosecution; the costs, exposure, and burden imposed by the retaliatory code enforcement action; loss of the peaceful use and enjoyment of my home; and such further damages as continue to accrue.

7. Specific Amount of Monetary Damages Sought

Pursuant to O.C.G.A. § 36-33-5(e), the specific amount of monetary damages sought in settlement of this claim is $500,000.00 (Five Hundred Thousand and 00/100 Dollars).

8. Request for Recusal

Commissioner Cynthia Ward, District 1, is a subject of the conduct described herein. I request that she recuse herself from any consideration, discussion, deliberation, or vote by the governing authority concerning this claim, and that any such recusal be reflected in the minutes.

9. Reservation and Preservation Demand

This notice is presented as to all claims accrued as of its date. Claims not yet accrued, including any claim for malicious prosecution, which does not accrue until the underlying criminal proceeding terminates, are expressly reserved. Nothing herein waives or limits any claim under 42 U.S.C. § 1983 or other federal law, to which O.C.G.A. § 36-33-5 does not apply, or any claim against any individual, to which the notice requirements of that statute likewise do not apply.

I demand that the City preserve all records relating to these matters, including all body-worn and in-car camera footage, computer-aided dispatch and radio records, incident and supplemental reports, all code enforcement files, complaint records, inspection records, and internal communications concerning 318 W. Cherry Street, including the identity of the complainant in the March 3, 2026 trash complaint, all communications to or from Commissioner Cynthia Ward concerning me, my wife, or our property, all records of code enforcement actions concerning fences and fence screening materials elsewhere in the City since January 1, 2024, and all personnel, training, and citizen complaint records for the officers and officials involved.

Respectfully submitted,

ON 8/26/2026

David Henry
PO Box 366
Griffin, Georgia 30223
Telephone: 470-775-630
Email: DavidEngineer42@gmail.com

INCIDENT/INVESTIGATION REPORT

Agency Name: *Griffin Police Department*			Case#: *26-001356*
ORI: *GA 1260100*			Date / Time Reported: *03/07/2026 17:49 Sat*
			Last Known Secure: *03/07/2026 17:40 Sat*
Location of Incident: *318 W CHERRY ST, Griffin GA 30223*	Gang Relat: NO	Premise Type: *Residence/home*	Zone/GeoProx: GNE
			At Found: *03/07/2026 17:49 Sat*

INCIDENT DATA

	Crime Incident(s)		Weapon / Tools	Activity
#1	*Disorderly Conduct 5311*	(Com) M	Entry / Exit / Security	
#2	Crime Incident	( )	Weapon / Tools / Activity; Entry / Exit / Security	
#3	Crime Incident	( )	Weapon / Tools / Activity; Entry / Exit / Security	

MO

VICTIM

# of Victims: *1* | Type: SOCIETY/PUBLIC (LAWS OF GA) | Injury: | Domestic: NO

	Victim/Business Name (Last, First, Middle)	Victim of Crime #	DOB / Age	Race	Sex	Relationship To Offender	Resident Status	Military Branch/Status
V1	*Laws Of The State Of Georgia*	*1,*						

Home Address	Email	Home Phone

Employer Name/Address	Business Phone	Mobile Phone

VYR	Make	Model	Style	Color	Lic/Lis	VIN

OTHERS INVOLVED

CODES: V- Victim (Denote V2, V3) WI = Witness IO = Involved Other RP = Reporting Person (if other than victim)

Type: INDIVIDUAL(NON LE) Injury:

Code	Name (Last, First, Middle)	Victim of Crime #	DOB / Age	Race	Sex	Relationship To Offender	Resident Status	Military Branch/Status
IO	*CAMPBELL, SARA COLLEEN*		*06/09/1979* Age *46*	*W*	*F*		*Resident*	

Home Address	Email	Home Phone
318 W CHERRY ST GRIFFIN, GA 30223		*253-457-9110*

Employer Name/Address	Business Phone	Mobile Phone

Type: INDIVIDUAL(NON LE) Injury:

Code	Name (Last, First, Middle)	Victim of Crime #	DOB / Age	Race	Sex	Relationship To Offender	Resident Status	Military Branch/Status
IO	*HENRY, DAVID GUNTHER*		*12/08/1986* Age *39*	*W*	*M*		*Resident*	

Home Address	Email	Home Phone
318 W CHERRY ST GRIFFIN, GA 30223		*253-457-9110*

Employer Name/Address	Business Phone	Mobile Phone

PROPERTY

1 = None 2 = Burned 3 = Counterfeit / Forged 4 = Damaged / Vandalized 5 = Recovered 6 = Seized 7 = Stolen 8 = Unknown
("OJ" = Recovered for Other Jurisdiction)

VI #	Code	Status Frm/To	Value	OJ	QTY	Property Description	Make/Model	Serial Number

Officer/ID#: *Deese, Willie E (UPD, SC) (3766)*

Invest ID#: *(0)*

Supervisor: *Trawick, Stephen (UPD, SB) (3532)*

Status | Complainant Signature | Case Status: *Cleared By Arrest* *03/07/2026* | Case Disposition: | Page 1

INCIDENT/INVESTIGATION REPORT

Griffin Police Department

Case # *26-001356*

Status Codes 1 = None 2 = Burned 3 = Counterfeit / Forged 4 = Damaged / Vandalized 5 = Recovered 6 = Seized 7 = Stolen 8 = Unknown

	IBR	Status	Quantity	Type Measure	Suspected Type	
DRUGS						

Assisting Officers

HENDRIX, T.W. (3605), HENDRIX, T.W. (3605), BROWN, P. (4152)

Suspect Hate / Bias Motivated: *NONE (NO BIAS)*

INCIDENT/INVESTIGATION REPORT

Narr. (cont.) OCA: 26-001356 *Griffin Police Department*

NARRATIVE

Incident Report Suspect List

Griffin Police Department

OCA: *26-001356*

1

Name (Last, First, Middle)	Also Known As	Home Address
HENRY, DAVID GUNTHER		*318 W CHERRY ST* *GRIFFIN, GA 30223* *253-457-9110*

Business Address

DOB	Age	Race	Sex	Eth	Hgt	Wgt	Hair	Eye	Skin	Driver's License / State
12/08/1986	*39*	*W*	*M*		*508*	*160*		*BRO*		*071621927 GA*

Scars, Marks, Tattoos, or other distinguishing features

Reported Suspect Detail	Suspect Age	Race	Sex	Eth	Height	Weight	SSN

Weapon, Type	Feature	Make	Model	Color	Caliber	Dir of Travel Mode of Travel

Veh Yr / Make / Model	Drs	Style	Color	Lic Plate / State	VIN

Notes

Physical Char

Griffin Police Department OCA: 26001356

THE INFORMATION BELOW IS CONFIDENTIAL - FOR USE BY AUTHORIZED PERSONNEL ONLY

Case Status: *CLEARED BY ARREST* **Case Mng Status:** *CLEARED BY ARREST* **Occurred:** *03/07/2026*

Offense: *DISORDERLY CONDUCT*

Investigator: *BROWN, PARKER (4152)* **Date / Time:** *03/07/2026 19:40:56, Saturday*

Supervisor: *HENDRIX, TODD W (3605)* **Supervisor Review Date / Time:** *03/07/2026 22:30:29, Saturday*

Contact: **Reference:** *Supplemental Narrative*

On 03/07/2026 at approximately 1754hrs, I PTL P Brown 4152 responded in non-emergency mode to 318 W Cherry St which is in the City of Griffin, Spalding County in regard to a Civic Matter.

Upon arrival I made contact with Sara Campbell who advised that she had three separate Magistrate court orders for different people who have been harassing her.

I began to ask questions to gather information on what happened, where it happened, and who was involved. Her partner David Henry approached and began to interrupt me as I was asking these questions.

I advised them that I`m attempting to understand the full story so that I can see what we can do to help them. I was explaining to them that people are free to move between places on the roadways and a tpo can`t prevent free movement on a public roadway.

David was uncooperative and kept interrupting me while I was speaking. He claimed that I was trying to go above the judge, and that the judge means nothing to me. He stated that I`m not able to think quickly enough to understand the situation. David tells me to stop playing dumb, and that I have to be smarter than this. He stated that I wasn`t taking him serious and that I`m putting them in danger by not doing anything he says.

He requested a supervisor, to which I asked dispatch to start a supervisor to the scene. Officer Deese 3766 arrived on scene; I explained to him what had happened and then he attempted to communicate with David. David remained uncooperative and was being to cuss stating that Police don`t do shit. Officer Deese was attempting to communicate with David but he remained in a elevated state, making statements that Deese and I are unable to comprehend the english writing. David started making comments of "fucking punk ass police", "your useless", "you can`t do shit", "what the fuck you`ve been doing".

Sgt Hendrix 3605 arrived on scene and attempted to communicate with David and Sara. They remained uncooperative and began to intentionally insult Hendrix.

Officer Deese gave verbal warnings to David that if he continued to curse out loud that he would be arrested. David then intentionally continued to use profanity and cursed directly at Deese. David was then placed under arrest for disorderly conduct; he was handcuffed behind his back around his wrists and put into the back of Deese`s car.

My department issued body worn camera was active during these events.

Nothing Further.

Investigator Signature Supervisor Signature

Griffin Police Department OCA: 26001356

THE INFORMATION BELOW IS CONFIDENTIAL - FOR USE BY AUTHORIZED PERSONNEL ONLY

Case Status: *CLEARED BY ARREST* **Case Mng Status:** *CLEARED BY ARREST* **Occurred:** *03/07/2026*

Offense: *DISORDERLY CONDUCT*

Investigator: *DEESE, WILLIE E (3766)* **Date / Time:** *03/12/2026 06:14:27, Thursday*

Supervisor: *MCKINNEY, JASON (3577)* **Supervisor Review Date / Time:** *03/12/2026 06:45:48, Thursday*

Contact: **Reference:** *Supplemental Narrative*

On March 8 2026 I obtained Spalding County warrant 26-EW-002130 for disorderly conduct the warrant was issued for David Gunther Henry

Investigator Signature Supervisor Signature

AGENDA ITEM SUMMARY

ITEM SUMMARY:

Consider authorizing travel for Commissioner Fuller to attend GMA Fall Training in Young Harris, Georgia, October 1-2, 2026.

SPECIAL CONSIDERATIONS OR CONCERNS:

N/A

STAFF RECOMMENDATION:

N/A

FINANCIAL IMPACT:

This item is budgeted in FY 27.

Submitted By:
Ragan Jones

Meeting Date:
22/09/2026

Reviewed By:
Jessica O'Connor

ATTACHMENTS:
Fuller - Travel.pdf

Outlook

Order Confirmation

From noreply@gacities.com <noreply@gacities.com>
Date Thu 8/20/2026 4:32 PM
To Ragan Jones <crjones@cityofgriffin.com>

TownScape

Dear Susan Bartholomew,

Thank you for your order! Here are the details of your order. Please retain this email for your records.

Order Number:	588416
Order Date:	Aug 20, 2026 4:26 PM
Bill To:	City of Griffin
Order Total:	630.00
Payment Method:	MasterCard **********8760
Name on Card:	Susan Bartholomew

Item	Price	Quantity	Tota
2026 2-Day Fall Training Event - Zachery Fuller *When:* Oct 1, 2026 8:30 AM - Oct 2, 2026 3:30 PM *Where:* Brasstown Valley Resort 6321 U S Highway 76 Young Harris, 30582	630.00	1	630.0(

Admission option: Oct 1, 2026 8:30 AM - Event Registration

Program Items:

- Oct 1, 2026 8:30 AM: Steering Through the Storm: Guiding Your Community Through a Disaster*
- Oct 2, 2026 8:30 AM: Building Collaborative Relationships to Solve Community Challanges

Item Total	630.0(
Item Grand Total	630.0(
Total	630.0(
Payment Amount	630.0(
Balance due	0.0(

Credits resulting from the cancellation of an event function may not be available for use or in the form of a refund. Staff will review credits and the cancellation policy for the event to determine if the credit should be available.

Brasstown Valley Resort
6321 Highway 76, Young Harris, GA 30582
Reservations: (706) 379-9900
Telephone: ((706) 379-9900
Fax: (706) 379-9999
Email: frontdesk@brasstownvalley.com
www.brasstownvalley.com

Monday, August 24, 2026

Dear Zachery Fuller,

Thank you for choosing Brasstown Valley Resort and Spa. Please review the following information for accuracy and contact us at (706) 379-9900 to correct or change information found in this confirmation letter.

Guaranteed check-in time is at 4pm, and check-out time is at 12noon. If you are using a gift card or certificate for your stay, you must present the original upon check-in to properly process the reservation. Copies cannot be accepted. All reservation requests require a credit card to secure the reservation. Cancellations or changes received seven days or more before arrival date will be accepted without charge. Cancellations or changes received six days or less prior to your arrivaldate will result in a charge of one night's room and tax. This policy includes cancellation of any portion of stay, even if part of reservation is kept. Please record and keep your cancellation number as "No-Show" reservations will be charged at 100% of the daily rate of the reservation for the entire reserved stay. Check rates, consider packages and availability, and make a reservation by calling our toll free number 1.800.201.3205 or book online. Please note: All sleeping room rates are subject current Taxes and a Resort Service Fee. The fee is $25 per room per night. The fee is subject to tax of 8% for a total of $27.00 per day. Guest is responsible for making reservations for any and all activities prior to arrival to ensure availability. Refunds will not be provided due to lack of availability. Your credit card will be kept on file to guarantee your reservation. All rooms are non-smoking at Brasstown Valley Resort & Spa.

Our Concierge will be more than happy to assist you in deciding what activities you would like to participate in during your stay. The Concierge can be reached at 706-379-9900. We encourage reservation for our Dining Room. Reservations are required for Golf tee times and Trail Rides. For more information and directions, please visit our website at www.brasstownvalley.com. Again, thank you for choosing Brasstown Valley Resort. We look forward to having you as our guest.

Sincerely,
Reservations Office

Stay Information

Confirmation #:	595125227
Room Type:	King Fireplace Room
Arrival Date:	Wednesday, September 30, 2026
Departure Date:	Friday, October 02, 2026
Number of Guests:	1

Rate Details

Nightly Rate:	189.00 USD (+Taxes & Resort Fee)
	Total Cost of Stay: 481.14 USD

AGENDA ITEM SUMMARY

ITEM SUMMARY:

Consider authorizing travel for Mayor Doug Hollberg to attend the 2026 MEAG Power Mayors Summit in Greensboro, Georgia, November 6-8, 2026.

SPECIAL CONSIDERATIONS OR CONCERNS:

N/A

STAFF RECOMMENDATION:

N/A

FINANCIAL IMPACT:

This will be accommodated in budgeted travel for Commissioners 101-1110-52-3500 in FY 27.

Submitted By:
Ragan Jones

Meeting Date:
22/09/2026

Reviewed By:
Jessica O'Connor

ATTACHMENTS:
MEAG Mayors Summit 2026.pdf

Outlook

Registration for the 2026 Mayors Summit is open!

From Ragan Jones <crjones@cityofgriffin.com>
Date Thu 9/17/2026 4:13 PM
To Ragan Jones <crjones@cityofgriffin.com>



Registration for MEAG Power's **2026 Mayors Summit** is now open!

WHEN

November 6-8, 2026

WHERE

THE RITZ-CARLTON
REYNOLDS, LAKE OCONEE
1 Lake Oconee Trail
Greensboro, GA 30642

MEAG Power's annual Mayors Summit - returning to the Ritz-Carlton Reynolds at Lake Oconee this year - has been a premier destination for Mayors and Board/Commission Chairs for over three decades. It's a unique opportunity to step away from the daily grind and engage in open, honest conversations with fellow peers.

You'll leave with new insights, actionable strategies and a strengthened network, ready to tackle your community's most pressing challenges.

We hope to see you there!

If you are unable to attend, please designate someone to represent your community.

Register Now

Decline invitation

Sincerely,

MEAG Power Events Team

events@meagpower.org

If you no longer want to receive emails from MEAG Power Events Team, please Opt-Out.

Docusign Envelope ID: 7050064F-8A59-88C4-8370-B47CE63E57C6

RAILPROS

September 15, 2026

City of Griffin Telecommunications
CITY OF GRIFFIN
100 South Hill Street
Griffin, Georgia, 30223

RE: Proposed installation of an aerial transverse crossing of one (1) 432-count fiber optic cable and one (1) 48-count fiber optic cable, replacement of one (1) undocumented wood pole with like kind and install a new down guy and anchor, one (1) removal of a wood pole and one (1) undocumented wood pole to remain within Norfolk Southern Right-of-Way.

Coastal Division, at Mile Post S-250.81
Griffin, Spalding County, Georgia
Latitude / Longitude: 33.250191 / -84.254038
NS Activity No. 1334146

Dear City of Griffin Telecommunications:

Attached for your records is a copy of the fully executed agreement countersigned by **Central of Georgia Railroad Company** c/o Norfolk Southern Railway Company ("Railway"). Flagging and construction monitoring are required for your project.

I. FLAGGING: For flagging, you will need to retain a vendor that is qualified to provide flagging services on Railway property. The current list of those vendors is as follows:

RailPros
https://ns.railprospermitting.com/
ns.info@railpros.com
Under the New Applications, request *"Protection Services / Construction Monitoring Coordination"*

R&R Consulting Team
David Craft
nsflagging@rrconsultingteam.com
https://rrconsultingteam.com

North Carolina Railroad Company (Raleigh, NC)
General Inquires: tpp@ncrr.com
John Gass JGass@ncrr.com;
864-504-0455
https://www.ncrr.com/

II. CONSTRUCTION MONITORING: Once you have retained a flagging services vendor from the above list, you will need to schedule Construction Monitoring services by submitting a "Protection Services / Construction Monitoring Coordination" request online at: https://ns.railprospermitting.com. The request can be found at the "new Application" screen on the top right.

If RailPros is selected for both flagging and construction monitoring, only one (1) request needs to be filled out for "Protection Services / Construction Monitoring Coordination."

III. QUESTIONS: If you have questions regarding the Construction Coordination request process or, the work plan requirements, or if you need assistance submitting a request, please send an email to NS.Info@RailPros.com or call (402) 965-0539. It is recommended that the contractor or construction field manager submit the request as information on specific construction means and methods are required. Projects are scheduled only after the construction work plan has been approved. **Entry onto Railway's property without the appropriate authorization as required in this letter is considered trespassing**.

NOTE: Please email to ns.permitting@railpros.com complete as-built drawings of the Facilities in an electronic format within thirty (30) days of (i) completion of the initial installation of the Facilities and (ii) completion of any material change to the Facilities.

Sincerely,

Valerie Harrill

Valerie Harrill
Real Estate Manager

11819 Miracle Hills Dr, Suite 102
PO Box 642270
Omaha, NE 68164

P: (402) 965-0539 **F**: (866) 762 - 7619
www.railpros.com

Docusign Envelope ID: 7050064F-8A59-88C4-8370-B47CE63E57C6

LICENSE AGREEMENT

THIS LICENSE AGREEMENT (this "Agreement"), dated as of September 15, 2026, (the "Effective Date") is made and entered into by and between

CENTRAL OF GEORGIA RAILROAD COMPANY, a Virginia corporation, whose mailing address is 650 West Peachtree St. Box 22, Atlanta, Georgia 30308 (hereinafter called "Railway"), and **CITY OF GRIFFIN**, whose mailing address is 100 South Hill Street, Griffin, Georgia 30223 (hereinafter called "Licensee").

W I T N E S S E T H

WHEREAS, Licensee has submitted to Railway an Application (as defined herein) related to the proposed installation and construction of an aerial transverse crossing of one (1) 432-count fiber optic cable and one (1) 48-count fiber optic cable, replacement of one (1) undocumented wood pole with like kind and install a new down guy and anchor, one (1) removal of a wood pole and one (1) undocumented wood pole to remain within Norfolk Southern Right-of-Way (hereinafter called the "Facilities") located in, over or under, and across the right-of-way or property and any tracks of Railway at or near:

- Milepost S-250.81, Coastal Division
- Latitude 33.250191, Longitude -84.254038
- Griffin, Spalding County, Georgia

the same to be located in accordance with and limited to the installation shown on the diagram set forth in **EXHIBIT A** attached hereto and made a part hereof (such right-of-way or property of Railway, collectively, the "Premises"); and

WHEREAS, Railway has approved the Application for the initial installation and construction of the Facilities; and

WHEREAS, Licensee desires a license to use such right-of-way or property of Railway for the installation and construction, as well as the subsequent maintenance, operation and removal, of the Facilities.

NOW, THEREFORE, Railway and Licensee agree as follows:

1. Grant; Consideration; Term. Subject to Section 2(b) below, Railway hereby grants to Licensee, insofar as Railway has the right to do so, without warranty and subject to all encumbrances, covenants and easements to which the Railway's title may be subject, the right to use and occupy so much of the Premises as may be necessary for the installation, construction, maintenance, operation and removal of the Facilities (collectively, "Operate" or "Operations"). Upon execution of this Agreement, Licensee shall pay to Railway (i) a non-refundable, non-assignable, one-time license fee in the amount of FIFTY-NINE THOUSAND SIX HUNDRED AND FIFTY AND 00/100 DOLLARS ($59,650.00), and (ii) if applicable as determined by Railway pursuant to Section 12 below, the Risk Financing Fee (as defined in Section 12). The

Docusign Envelope ID: 7050064F-8A59-88C4-8370-B47CE63E57C6

term of this Agreement shall commence on the Effective Date and shall continue for a period of twenty (20) years, subject to prior termination as hereinafter described (the "Term").

2. Use and Condition of the Premises.

(a) The Premises shall be used by Licensee only for Operations and for no other purpose. Licensee accepts the Premises in their current "as is" condition, as suited for Operations, and without the benefit of any improvements to be constructed by Railway.

(b) With respect to each Operations project that requires access to the Premises after the initial installation and construction of the Facilities, Licensee shall submit to Railway an application conforming to Railway's then-current standards and procedures (an "Application") for review and approval.

3. Installation of the Facilities; Railway Support. Licensee shall, at its expense, Operate the Facilities (i) on a lien-free basis and in such a manner as will not interfere with the operations of Railway, or endanger persons or property of Railway and (ii) in accordance with (a) the plans and specifications (if any) shown on the prints attached hereto and any other specifications prescribed by Railway, (b) applicable laws, regulations, ordinances and other requirements of federal, state and local governmental authorities, and (c) applicable specifications adopted by the American Railway Engineering and Maintenance-of-Way Association, when not in conflict with the applicable plans, specifications, laws, regulations, ordinances or requirements mentioned in clauses (a) and (b) above. All underground pipes must have secondary pipe containment if the material flowing through the pipeline poses a safety or environmental hazard. Any change to the character, capacity or use of the Facilities shall require execution of a new agreement. In the event it becomes necessary for Licensee to deviate from the approved plans and specifications, Licensee shall seek prior approval from Railway's Division Engineer or his or her authorized representative and, when applicable, an authorized representative of the Division Engineer in the field during Construction Monitoring. Licensee shall provide Railway with complete as-built drawings of the Facilities in an electronic format within thirty (30) days of (i) completion of the initial installation and construction of the Facilities and (ii) completion of any material change to the Facilities.

4. Railway Support. With respect to each Operations project that requires access to the Premises, Licensee shall, at the sole expense of Licensee, contract with one or more vendors approved by Railway for the provision of Support Services. The term "Support Services" means such materials and services as necessary, in Railway's sole judgment, to support Railway's tracks and to protect Railway's traffic, including without limitation flagging services and Construction Monitoring during Operations that require access to the Premises. Support Services shall be provided unless Railway's Division Engineer or his or her authorized representative provides to Licensee a written waiver of Support Services, whether in whole or in any part, in a given instance. The term "Construction Monitoring" means services comprised of personnel being assigned and present to monitor construction activities of Licensee on behalf of Railway, which may include a preconstruction site assessment and a post-construction site assessment.

Docusign Envelope ID: 7050064F-8A59-88C4-8370-B47CE63E57C6

5. Electronic Interference. If the Facilities cause degradation of Railway's signal, communications and other electronic systems (hereinafter collectively called the "Electronic Systems") or endanger Railway's personnel or other individuals entitled to be on or about the Premises, through inductive or electrostatic interference or otherwise, Licensee, at its expense, will modify the Facilities to the satisfaction of Railway so as to eliminate such degradation or danger. Such modifications may include, without limiting the generality of the foregoing, transposing circuits or providing additional shielding, reactance or other corrective measures deemed necessary by Railway. The provisions of this Section 5 shall apply to the Electronic Systems existing as of the date of this Agreement and to any Electronic Systems that Railway may install in the future.

6. Corrective Measures. If Licensee fails to take any corrective measures requested by Railway in a timely manner, or if an emergency situation is presented which, in Railway's judgment, requires immediate repairs to the Facilities, Railway, at Licensee's expense, may undertake such corrective measures or repairs as it deems necessary or desirable.

7. Railway Changes. If Railway shall make any changes, alterations or additions to the line, grade, tracks, structures, roadbed, installations, right-of-way or works of Railway, or to the character, height or alignment of the Electronic Systems, at or near the Facilities, Licensee shall, upon not less than thirty (30) days prior written notice from Railway and at Licensee's sole expense, make such changes in the location and character of the Facilities as, in the opinion of the chief engineering officer of Railway, shall be necessary or appropriate to accommodate any construction, improvements, alterations, changes or additions of Railway.

8. Assumption of Risk. Unless caused solely by the negligence of Railway or caused solely by the willful misconduct of Railway, Licensee hereby assumes all risk of damage to the Facilities and Licensee's other property relating to its use and occupation of the Premises or business carried on the Premises and any defects to the Premises; and Licensee hereby indemnifies Railway, its officers, directors, agents and employees from and against any liability for such damage.

9. Entry Upon Premises. Except as otherwise provided in this Agreement, Licensee shall enter the Premises in any given instance only pursuant to an approved Application. Prior to commencement of any work to be performed on or about the Premises, Licensee shall notify the Authorized Representative for the evaluation of the need for Support Services pursuant to Section 4 above. Within seventy-two (72) hours after the Division Engineer's actual receipt of such notification, the Authorized Representative shall review the necessity of flagmen for the proposed work and advise Licensee of such matters. In the event of an emergency, Licensee shall call the Railway police emergency line at (800) 453-2530. Except as otherwise provided in this Agreement, no work shall be permitted on or about the Premises without the presence of flagging protection or Railway's waiver of the requirement for flagging protection. Entry on or about the Premises or any other Railway right-of-way other than in compliance with this Agreement shall be deemed trespassing.

10. Liens; Taxes. Licensee will not permit any mechanic's liens or other liens to be placed upon the Premises, and nothing in this Agreement shall be construed as constituting the

Docusign Envelope ID: 7050064F-8A59-88C4-8370-B47CE63E57C6

consent or request of Railway, express or implied, to any person for the performance of any labor or the furnishing of any materials to the Premises, nor as giving Licensee any right, power or authority to contract for or permit the rendering of any services or the furnishing of any materials that could give rise to any mechanic's liens or other liens against the Premises. In addition, Licensee shall be liable for all taxes levied or assessed against the Facilities and any other equipment or other property placed by Licensee within the Premises. In the event that any such lien shall attach to the Premises or Licensee shall fail to pay such taxes, then, in addition to any other right or remedy available to Railway, Railway may, but shall not be obligated to, discharge the same. Any amount paid by Railway for any of the aforesaid purposes, together with related court costs, attorneys' fees, fines and penalties, shall be paid by Licensee to Railway within ten (10) days after Railway's demand therefor.

11. Indemnification. Licensee hereby agrees to indemnify and save harmless Railway, its officers, directors, agents and employees, from and against any and all liabilities, claims, losses, damages, expenses (including attorneys' fees) or costs for personal injuries (including death) and property damage to whomsoever or whatsoever occurring (hereinafter collectively, "Losses") that arise in any manner from (a) the presence of the Facilities on or about the Premises, (b) any Operations or any failure to conduct Operations properly, or (c) any act, omission or neglect of Licensee, its agents, servants, employees or contractors in connection therewith, unless caused solely by the negligence of Railway or caused solely by the willful misconduct of Railway.

12. Insurance.

(a) Insurance Requirements. Without limiting in any manner the liability and obligations assumed by Licensee under any other provision of this Agreement, and as additional protection to Railway, Licensee shall comply with the following provisions:

(i) Subject to subsection (ii) below, upon execution of this Agreement, Licensee shall pay Railway a risk financing fee of $1,900 (the "Risk Financing Fee") to provide Railroad Protective Liability Insurance or such supplemental insurance (which may be self-insurance) as Railway, in its sole discretion, deems to be necessary or appropriate with respect to the initial construction and installation of the Facilities.

(ii) Prior to commencement of each Operations project that requires access to the Premises, unless Railway elects to make available and Licensee pays the then-current Risk Financing Fee for a given Operations project, Licensee shall furnish Railway with an original Railroad Protective Liability ("RPL") Insurance Policy naming Railway as the named insured and having a limit of (1) not less than a combined single limit of $2,000,000 each occurrence and $6,000,000 aggregate, or (2) if the value of a given operations project exceeds $350,000, not less than a combined single limit of $5,000,000 per occurrence and $10,000,000 in the aggregate. Each RPL policy shall conform to CG 00 35 04 13 or equivalent and include coverage for Terrorism and the Physical Damage to Property Endorsement and shall name Norfolk Southern Corporation and its affiliates and subsidiaries as the insured. Licensee shall ensure that the project location, Licensee identification and work description appear on the declaration pages of a given RPL policy. Licensee shall provide an electronic copy of each RPL policy (and

Docusign Envelope ID: 7050064F-8A59-88C4-8370-B47CE63E57C6

not merely the binder) to Railway at ns.permitting@railpros.com for review and approval prior to commencing any work on the associated Operations project. Licensee may submit inquiries about RPL issues at ns.permitting@railpros.com.

(iii) Licensee shall maintain a Commercial General Liability ("CGL") policy containing products and completed operations and contractual liability coverage, with a combined single limit of not less than $1,000,000 for each occurrence. Any portion of this requirement may be satisfied by a combination of General Liability and/or Excess/Umbrella Liability Coverage. The policy shall not deny any obligation of any insured under the Federal Employer's Liability Act, as amended.

(iv) Licensee shall maintain Automobile Liability Insurance with a current ISO occurrence form policy (or equivalent) and apply on an "any auto" (Symbol 1) basis, including coverage for all vehicles used in connection with the Work or Services on the leased property, providing annual limits of at least $1,000,000 per occurrence for bodily injury and property damage combined including loading and unloading.

(v) Licensee shall maintain Workers' Compensation Insurance to meet fully the requirement of any compensation act, plan or legislative enactment applicable in connection with the death, disability or injury of Licensee's officers, agents, servants or employees arising directly or indirectly out of the performance of this Agreement;

(vi) Licensee shall maintain Employers' Liability Insurance with limits of not less than $1,000,000 each accident $1,000,000 policy limit for disease, and $1,000,000 each employee for disease;

(b) General Insurance Requirements. Each insurance policy referred to in subsection (a) above shall also comply with the following requirements:

(i) Additional Insureds. [Reserved]

(ii) Licensee's Coverage Primary and Without Right to Contribution. All policies secured by Licensee, whether primary, excess, umbrella or otherwise, and providing coverage to the Railway as an additional insured (1) are intended to take priority in responding and to pay before any insurance policies Railway may have secured for itself must respond or pay and (2) may not seek contribution from any policies the Railway may have secured for itself.

(iii) Severability of Interests (Cross Liability). No cross-liability exclusions are permitted that would apply to the additional insureds, and there may not be any restrictions in any policy that limits coverage for a claim brought by an additional insured against a named insured.

(iv) Waiver of Subrogation. To the fullest extent permitted by law, all insurance furnished by Licensee pursuant to this Agreement shall include a waiver of subrogation in favor of Railway with an appropriate endorsement to each policy.

Docusign Envelope ID: 7050064F-8A59-88C4-8370-B47CE63E57C6

(v) Notice of Cancellation, Modification or Termination. Each insurance policy shall not be subject to cancellation, termination, modification, changed, or non-renewed except upon thirty (30) days' prior written notice to the additional insureds.

(vi) No Limitation. Each insurance policy shall not limit any of Licensee's indemnity obligations or other liabilities under this Agreement. The insurance available to Railway and its parent, subsidiary and affiliated companies asadditional insureds shall not be limited by these requirements should Licensee maintain higher coverage limits.

(vii) Any deductibles or self-insured retentions of Licensee over $50,000 must be declared and approved by Railway. Approval of such requests shall not be unreasonably withheld.

(viii) Licensee shall require all subcontractors who are not covered by the insurance carried by Licensee to maintain the insurance coverages set forth in subsection (a) above, except for the RPL insurance, including but not limited to additional insured status for Railway and its parent, subsidiary and affiliated companies.

(ix) Licensee shall furnish their memorandum of insurance and the RPL Insurance Policy to Railway's Managing Agent prior to execution of this Agreement at ns.permitting@railpros.com. The insurance coverage required herein shall in no way limit Licensee's liability under this Agreement.

13. Environmental Matters. Licensee assumes all responsibility for any environmental obligations imposed under applicable laws, regulations, ordinances or other requirements of federal, state and local governmental authorities relating to (a) any Operations, including notification and reporting of any releases, and (b) any contamination of any property, water, air or groundwater arising or resulting, in whole or in part, from Licensee's operation or use of the Premises pursuant to this Agreement. In addition, Licensee shall obtain any necessary permits to conduct Operations. Licensee agrees to indemnify and hold harmless Railway from and against any and all fines, penalties, demands or other Losses (including attorneys' fees) incurred by Railway or claimed by any person, company or governmental entity relating to (a) any contamination of any property, water, air or groundwater due to the use or presence of the Facilities on the Premises, (b) Licensee's violation of any laws, regulations or other requirements of federal, state or local governmental authorities in connection with the use or presence of the Facilities on the Premises or (c) any violation of Licensee's obligations imposed under this Section. Without limitation, this indemnity provision shall extend to any cleanup and investigative costs relating to any contamination of the Premises arising or resulting from, in whole or in part, Licensee's use of the Facilities or any other activities by or on behalf of Licensee occurring on or about the Premises. Licensee further agrees not to dispose of any trash, debris or wastes, including hazardous waste, on the Premises and will not conduct any activities on the Premises which would require a hazardous waste treatment, storage or disposal permit.

14. Assignments and Other Transfers.

Docusign Envelope ID: 7050064F-8A59-88C4-8370-B47CE63E57C6

(a) Licensee shall not assign, transfer, sell, mortgage, encumber, sublease or otherwise convey (whether voluntarily, involuntarily or by operation of law) this Agreement or any interest therein, nor license, mortgage, encumber or otherwise grant to any other person or entity (whether voluntarily, involuntarily or by operation of law) any right or privilege in or to the Premises (or any interest therein), in whole or in part, without the prior written consent of Railway, which consent may be withheld by Railway in its sole discretion. Any such assignment or other transfer made without Railway's prior written consent shall be null and void and, at Railway's option, shall constitute an immediate default of this Agreement. Notwithstanding the foregoing, upon prior written notice to Railway, Licensee may assign this Agreement to a parent, a wholly-owned subsidiary of Licensee or a wholly-owned subsidiary of Licensee's parent without Railway's consent; provided, however, that no such assignment shall relieve Licensee of its obligations under this Agreement.

(b) Railway shall have the right to transfer and assign, in whole or in part, all its rights and obligations hereunder and in or to the Premises. From and after the effective date of any such assignment or transfer, Railway shall be released from any further obligations hereunder; and Licensee shall look solely to such successor-in-interest of Railway for the performance of the obligations of "Railway" hereunder.

15. Meaning of "Railway". The word "Railway" as used herein shall include any other company whose property at the aforesaid location may be leased or operated by Railway. Said term also shall include Railway's officers, directors, agents and employees, and any parent company, subsidiary or affiliate of Railway and their respective officers, directors, agents and employees.

16. Default; Remedies.

(a) The following events shall be deemed to be events of default by Licensee under this Agreement:

(i) Licensee shall fail to pay the Fee or any other sum of money due hereunder and such failure shall continue for a period of ten (10) days after the due date thereof;

(ii) Licensee shall fail to comply with any provision of this Agreement not requiring the payment of money, all of which terms, provisions and covenants shall be deemed material, and such failure shall continue for a period of thirty (30) days after written notice of such default is delivered to Licensee;

(iii) Licensee shall become insolvent or unable to pay its debts as they become due, or Licensee notifies Railway that it anticipates either condition;

(iv) Licensee takes any action to, or notifies Railway that Licensee intends to file a petition under any section or chapter of the United States Bankruptcy Code, as amended from time to time, or under any similar law or statute of the United States or any State thereof; or a petition shall be filed against Licensee under any such statute; or

Docusign Envelope ID: 7050064F-8A59-88C4-8370-B47CE63E57C6

(v) A receiver or trustee shall be appointed for Licensee's license interest hereunder or for all or a substantial part of the assets of Licensee, and such receiver or trustee is not dismissed within sixty (60) days of the appointment.

(b) Upon the occurrence of any event or events of default by Licensee, whether enumerated in this Section or not, Railway shall have the option to pursue any remedies available to it at law or in equity without any additional notices to Licensee. Railway's remedies shall include, but not be limited to, the following: (i) termination of this Agreement, in which event Licensee shall immediately surrender the Premises to Railway; (ii) entry into or upon the Premises to do whatever Licensee is obligated to do under the terms of this License, in which event Licensee shall reimburse Railway on demand for any expenses which Railway may incur in effecting compliance with Licensee's obligations under this License, but without rendering Railway liable for any damages resulting to Licensee or the Facilities from such action; and (iii) pursuit of all other remedies available to Railway at law or in equity, including, without limitation, injunctive relief of all varieties.

17. Railway Termination Right. Notwithstanding anything to the contrary in this Agreement, Railway shall have the right to terminate this Agreement and the rights granted hereunder, after delivering to Licensee written notice of such termination no less than sixty (60) days prior to the effective date thereof, upon the occurrence of any one or more of the following events:

(a) If Licensee shall fail to install the Facilities within one (1) year from the date of the Agreement, or if Licensee shall discontinue the use or operations of the Facilities for one (1) year; or

(b) If Railway shall be required by any governmental authority having jurisdiction over the Premises to remove, relocate, reconstruct or discontinue operation of its railroad on or about the Premises; or

(c) If Railway, in the good faith judgment of its Superintendent, shall require a change in the location or elevation of its railroad on or about the location of the Facilities or the Premises that might effectively prohibit the use or operation of the Facilities; or

(d) If Railway, in the good faith judgment of its Superintendent, determines that one or more aspects of Operations unduly interfere with the operation and maintenance of the facilities of Railway, or with the present or future use of such property by Railway, its lessees, affiliates, successors or assigns, for their respective purposes.

18. Condemnation. If the Premises or any portion thereof shall be taken or condemned in whole or in part for public purposes, or sold in lieu of condemnation, then this Agreement and the rights granted to Licensee hereunder shall, at the sole option of Railway, forthwith cease and terminate. All compensation awarded for any taking (or sale proceeds in lieu thereof) shall be the property of Railway, and Licensee shall have no claim thereto, the same being hereby expressly waived by Licensee.

19. Removal of Facilities; Survival. The Facilities are and shall remain the personal property of Licensee. Upon the expiration or termination of this Agreement, Licensee shall remove the Facilities from the Premises within thirty (30) days after the effective date thereof. In

Docusign Envelope ID: 7050064F-8A59-88C4-8370-B47CE63E57C6

performing such removal, unless otherwise directed by Railway, Licensee shall restore the Premises to the same condition as existed prior to the installation or placement of Facilities, reasonable wear and tear excepted. In the event Licensee shall fail to so remove the Facilities or restore the Premises, the Facilities shall be deemed to have been abandoned by Licensee, and the same shall become the property of Railway for Railway to use, remove, destroy or otherwise dispose of at its discretion and without responsibility for accounting to Licensee therefor; provided, however, in the event Railway elects to remove the Facilities, Railway, in addition to any other legal remedy it may have, shall have the right to recover from Licensee all costs incurred in connection with such removal and the restoration of the Premises. Notwithstanding anything to the contrary contained in this Agreement, the expiration or termination of this Agreement, whether by lapse of time or otherwise, shall not relieve Licensee from Licensee's obligations accruing prior to the expiration or termination date, and such obligations shall survive any such expiration or other termination of this Agreement.

20. Entire Agreement. This Agreement contains the entire agreement of Railway and Licensee and supersedes any prior understanding or agreement between Railway and Licensee respecting the subject matter hereof, and no representations, warranties, inducements, promises or agreements, oral or otherwise, between the parties not embodied in this Agreement shall be of any force or effect.

21. Attorneys' Fees. If Railway should bring any action under this Agreement or consult or place the Agreement or any amount payable by Licensee hereunder, with an attorney concerning or for the enforcement of any of Railway's rights hereunder, then Licensee agrees in each and any such case to pay to Railway all costs, including but not limited to court costs and attorneys' fees, incurred in connection therewith.

22. Severability. If any clause or provision of this Agreement is illegal, invalid or unenforceable under present or future laws effective during the Term, then and in that event, it is the intention of the parties hereto that the remainder of this Agreement shall not be affected thereby; and it is also the intention of the parties to this Agreement that in lieu of each clause or provision of this Agreement that is illegal, invalid or unenforceable, there be added as a part of this Agreement a clause or provision as similar in terms to such illegal, invalid or unenforceable clause or provision as may be possible and be legal, valid and enforceable.

23. Modifications; Waiver; Successors and Assigns. This Agreement may not be altered, changed or amended, except by instrument in writing signed by both parties hereto. No provision of this Agreement shall be deemed to have been waived by Railway unless such waiver shall be in a writing signed by Railway and addressed to Licensee, nor shall any custom or practice that may evolve between the parties in the administration of the terms hereof be construed to waive or lessen the right of Railway to insist upon the performance by Licensee in strict accordance with the terms hereof. The terms and conditions contained in this Agreement shall apply to, inure to the benefit of, and be binding upon the parties hereto, and upon their respective successors in interest and legal representatives, except as otherwise herein expressly provided. If there shall be more than one Licensee, the obligations hereunder imposed upon Licensee shall be joint and several.

Docusign Envelope ID: 7050064F-8A59-88C4-8370-B47CE63E57C6

24. Notice. Any and all other notices, demands or requests by or from Railway to Licensee, or Licensee to Railway, shall be in writing and shall be sent by (a) postage paid, certified mail, return receipt requested, or (b) a reputable national overnight courier service with receipt therefor, or (c) personal delivery, and addressed in each case as follows:

If to Railway:
c/o Norfolk Southern Corporation
650 West Peachtree Street, Box 22
Atlanta, Georgia 30308
Attention: Director Real Estate

If to Licensee:
CITY OF GRIFFIN
100 South Hill Street
Griffin, Georgia 30223
Attention: Telecommunications

Either party may, by notice in writing, direct that future notices or demands be sent to a different address. All notices hereunder shall be deemed given upon receipt (or, if rejected, upon rejection).

25. Miscellaneous. Time is of the essence with regard to each provision of this Agreement. This Agreement shall be construed and interpreted in accordance with and governed by the laws of the State in which the Premises are located. Each covenant of Railway and Licensee under this Agreement is independent of each other covenant under this Agreement. No default in performance of any covenant by a party shall excuse the other party from the performance of any other covenant. The provisions of this Agreement that, by their nature, are intended to survive the expiration or earlier termination of this Agreement, including Sections 8, 10, 11, 13 and 19, shall so survive.

26. Limitations of Grant. Licensee acknowledges that the license granted hereunder is a quitclaim grant, made without covenants, representations or warranties with respect to Railway's (a) right to make the grant, (b) title in the Premises, or (c) right to use or make available to others the Premises for the purposes contemplated herein. Railway is the owner and/or holder of the Premises subject to the terms and limitations under which it is owned or held, including without limitation conditions, covenants, restrictions, easements (including any pre-existing fiber optic easements or licenses), encroachments, leases, licenses, permits, mortgages, indentures, reversionary interests, fee interests, zoning restrictions and other burdens and limitations, of record and not of record, and to rights of tenants and licensees in possession, and Licensee agrees that the rights licensed hereunder are subject and subordinate to each and all of the foregoing. Licensee accepts this grant knowing that others may claim that Railway has no right to make it, and Licensee agrees to release, hold harmless and indemnify (and, at Railway's election, defend, at Licensee's sole expense, with counsel approved by Railway) Railway, its affiliated companies, and its and their respective officers, directors, agents and employees, from and against any detriments to, or liabilities of, any type or nature arising from such claims, including punitive damages and any forfeitures declared or occurring as a result of this grant.

Docusign Envelope ID: 7050064F-8A59-88C4-8370-B47CE63E57C6

27. Limitations Upon Damages. Notwithstanding any other provision of this Agreement, Railway shall not be liable for breach of this Agreement or under this Agreement for any consequential, incidental, exemplary, punitive, special, or business damages or lost profits, or for any claims for death, personal injury, and property loss and damage which occurs by reason of, or arises out of, or is incidental to the interruption in or usage of the Facilities placed upon or about the Premises by Licensee, including without limitation any damages under such claims that might be considered consequential, incidental, exemplary, punitive, special, or business damages or lost profits. It is understood and agreed by Licensee that Railway cannot and will not make any warranties, representations or guarantees that Licensee's communication system (if any), as located on Railway's property, will not be interrupted.

IN WITNESS WHEREOF, the parties hereto have executed this Agreement in duplicate, each part being an original, as of the date first above written.

Witness:

_____
As to Railway

CENTRAL OF GEORGIA RAILROAD COMPANY

Signed by:
Solomon Jackson
2837D5D5B1D04F0...

By: _____
Real Estate Manager

Witness:

_____
As to Licensee

CITY OF GRIFFIN

Signed by:
361E959C73124C9...

By: _____

Title: Secretary

Signed by:
[illegible]

Attest: _____
Jessica W. O'Connor, Secretary

Approved as to Form:

Signed by:
Andrew J. Whalen, III Attorney
1A5EA9F41E3A196...

Andrew J. Whalen, III, City Attorney

Activity Number: 1334146
GA: 02/21/2026

DS
JJ

Docusign Envelope ID: 7050064F-8A59-88C4-8370-B47CE63E57C6

NORFOLK SOUTHERN RAILROAD PERMIT
SPALDING COUNTY

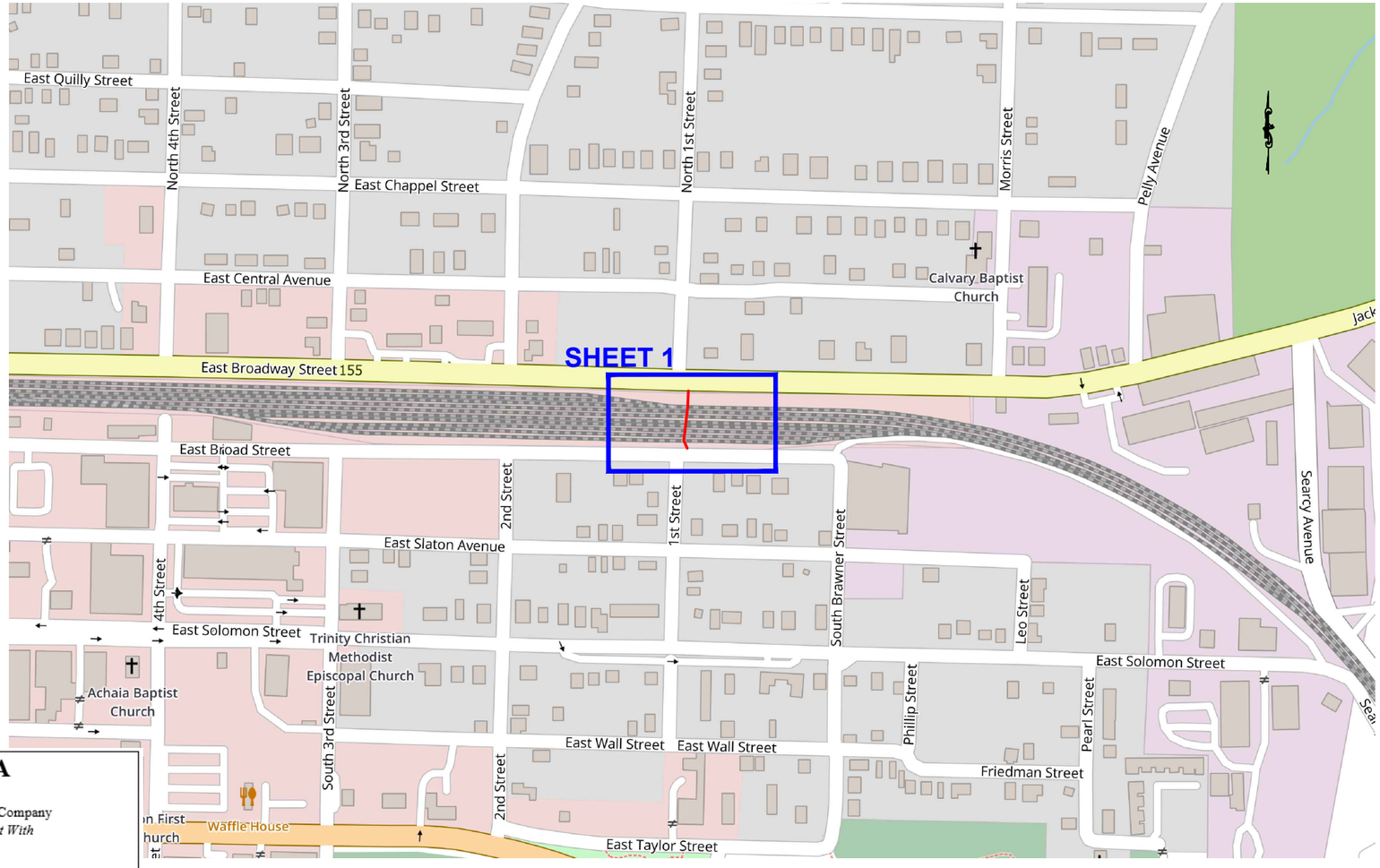


EXHIBIT A

3 Pages

Central of Georgia Railroad Company

Accompanying Agreement With

City of Griffin

Activity No.:	1334146	**E.S.:**	13243+77
Division:	Coastal	**Mile Post:**	S-250.81
Val Sec:	13	**Map No.:**	5
City:	Griffin	**County:**	Spalding
State:	Georgia		
Lat:	33.250191	**Long:**	-84.254038

All work to be performed in accordance with the latest approved Norfolk Southern NSCE-4 and NSCE-8 Specifications

BLASTING NOT PERMITTED **DATED 1/8/2026**

Know what's **below.** **Call** before you dig.

N

ENGINEERING FIRM ADDRESS:

UTILITY DESIGN PARTNERS, LLC.
1160 MCCAIG RD
LINCOLN, AL 35096

CONTACT PHONE:

DAVID BRYSON
813-629-1266

NOTE:

ALL AERIAL FIBER TO BE DOUBLE LASHED.

LOCATE ALL UTILITIES PRIOR TO ANY EXCAVATION.

ENGINEER:

UDP UTILITY DESIGN PARTNERS, LLC

OWNER/ DEVELOPER:

Griffin Growing, TOGETHER

RTC

REVISIONS

REV.	DATE	BY

DRAWN BY	SCALE
JC	N/A

PROJECT GRIFFIN GA

SHEET COVER

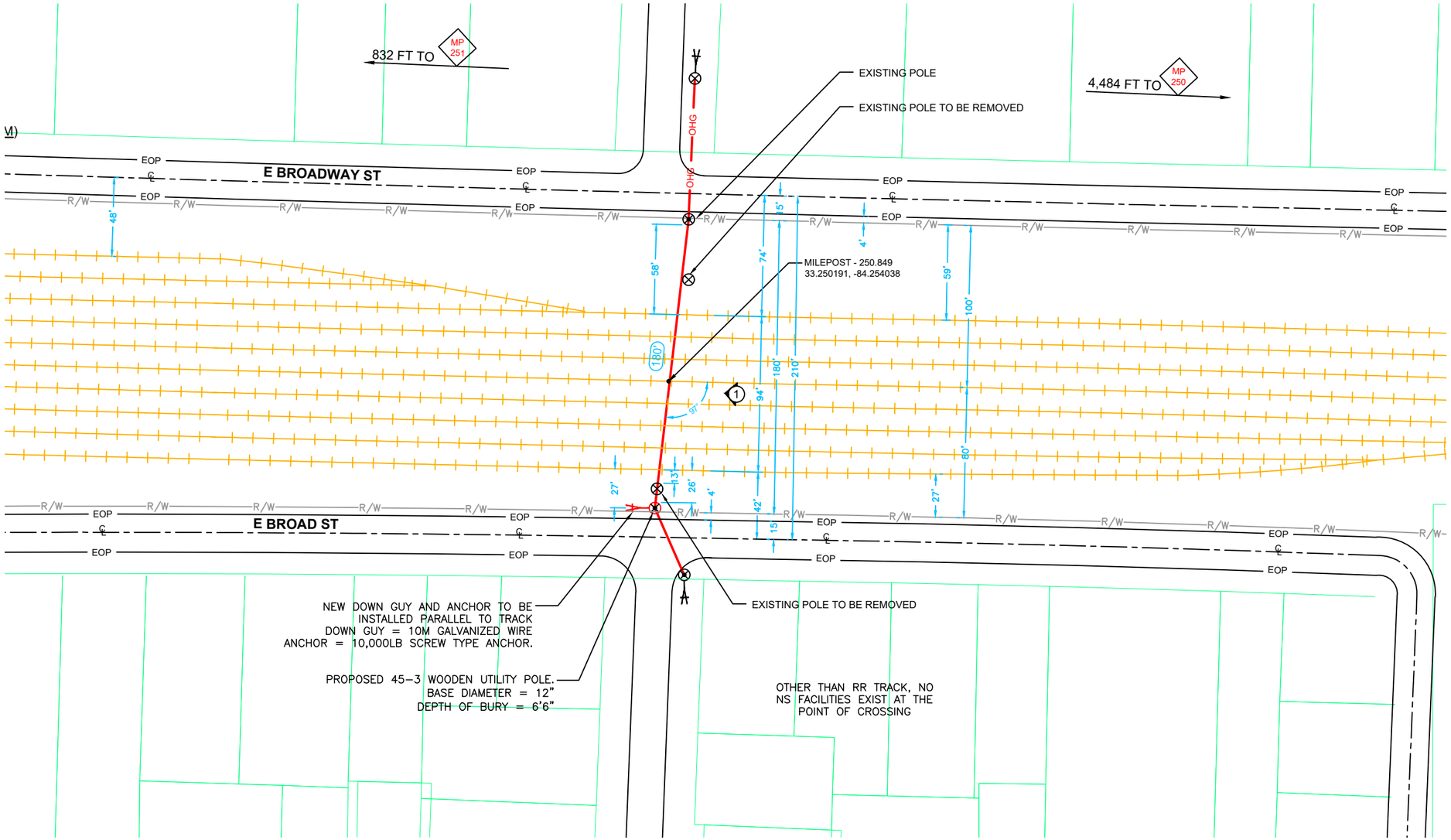


EXHIBIT A

3 Pages

Central of Georgia Railroad Company

Accompanying Agreement With

City of Griffin

Activity No.:	1334146	**E.S.:**	13243+77
Division:	Coastal	**Mile Post:**	S-250.81
Val Sec:	13	**Map No.:**	5
City:	Griffin	**County:**	Spalding
State:	Georgia		
Lat:	33.250191	**Long:**	-84.254038

All work to be performed in accordance with the latest approved Norfolk Southern NSCE-4 and NSCE-8 Specifications

BLASTING NOT PERMITTED **DATED 1/8/2026**

NORFOLK SOUTHERN RAILROAD PERMIT SPALDING COUNTY

811 Know what's **below.** **Call** before you dig.

0 10' 20' 30' 40' 50'

SCALE: 1"=50'

NO.	DATE	ENG DESIGN	DRAFTING	COMMENT
3				AS-BUILT
2				REVISION # 1
1				ORIGINAL

UDP Utility Design Partners, LLC

ENGINEER: David Bryson

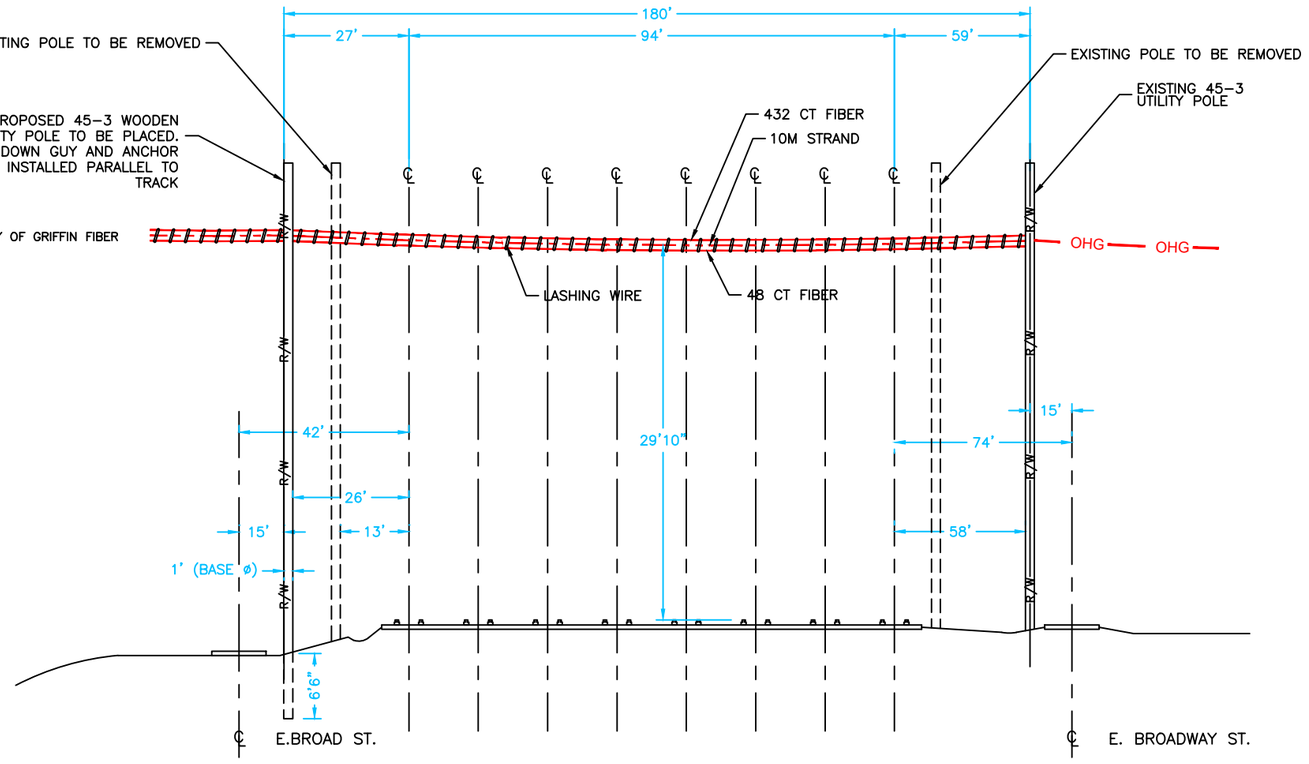
ENGINEERING FIRM: UTILITY DESIGN PARTNERS, LLC

PROJECT NUMBER: RG24-104-GriffinGA-ETinsleyCabinet

LOCATION: Griffin, GA
Spalding County

DRAWING NAME: Griffin Feeder 1 E Tinsley St Route123 - RR2.dwg

CONFIDENTIAL/PROPRIETARY SHEET: 1



1/2 AERIAL PROFILE #1
RAILROAD AERIAL CROSSING
LOOKING WEST

EXHIBIT A

3 Pages

Central of Georgia Railroad Company

Accompanying Agreement With

City of Griffin

Activity No.:	1334146	**E.S.:**	13243+77
Division:	Coastal	**Mile Post:**	S-250.81
Val Sec:	13	**Map No.:**	5
City:	Griffin	**County:**	Spalding
State:	Georgia		
Lat:	33.250191	**Long:**	-84.254038

All work to be performed in accordance with the latest approved Norfolk Southern NSCE-4 and NSCE-8 Specifications

BLASTING NOT PERMITTED **DATED 1/8/2026**

NORFOLK SOUTHERN RAILROAD PERMIT SPALDING COUNTY

811 Know what's **below.** **Call** before you dig.

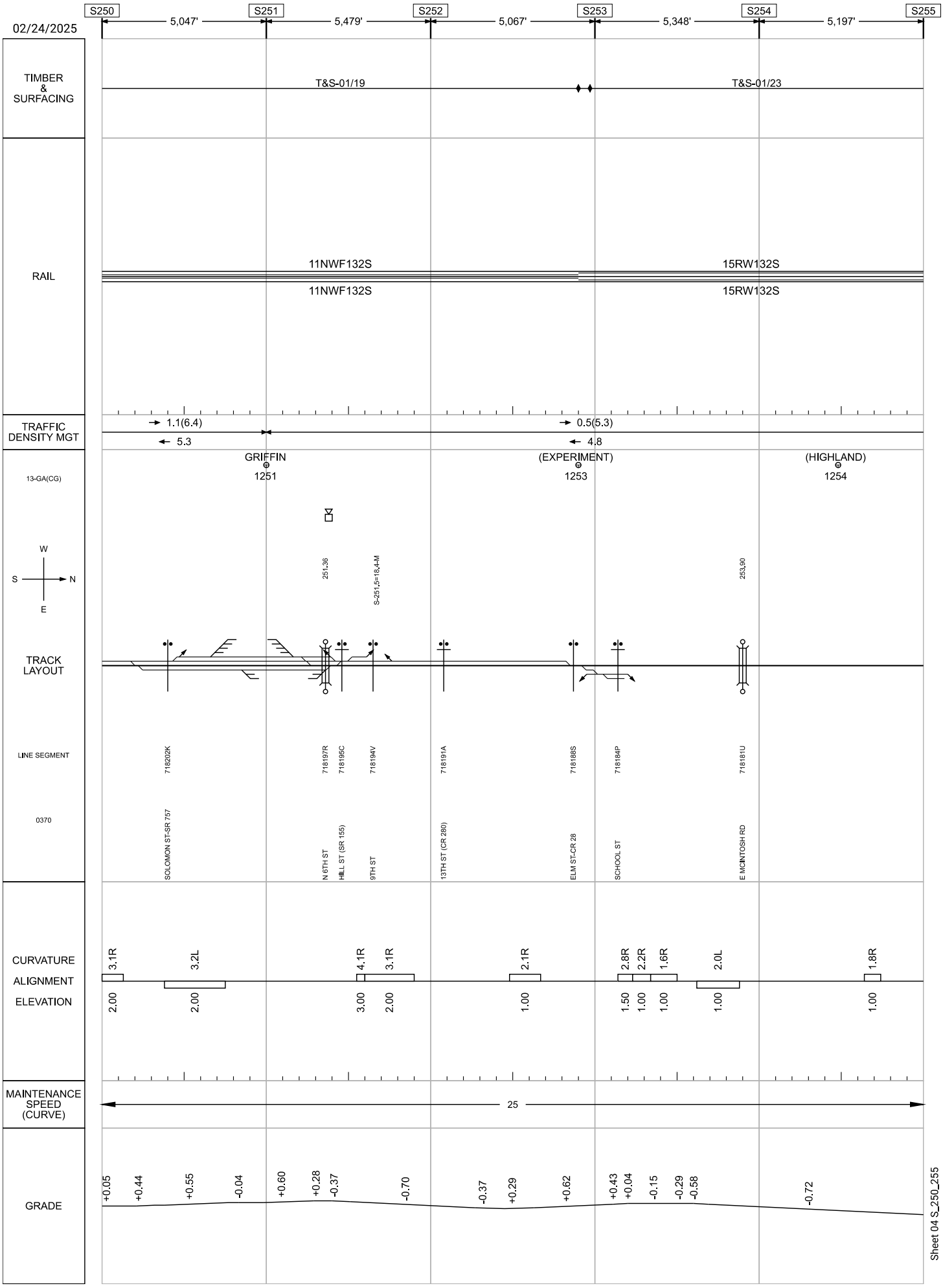
NTS

NO.	DATE	ENG DESIGN	DRAFTING	COMMENT
3				AS-BUILT
2				REVISION # 1
1				ORIGINAL

ENGINEER: David Bryson
ENGINEERING FIRM: UTILITY DESIGN PARTNERS, LLC
PROJECT NUMBER: RG24-104-GriffinGA-ETinsleyCabinet
LOCATION: Griffin, GA
Spalding County
DRAWING NAME: Griffin Feeder 1 E Tinsley St Route123 - RR2.dwg
CONFIDENTIAL/PROPRIETARY SHEET: 2

Docusign Envelope ID: 7050064F-8A59-88C4-8370-B47CE63E57C6

02/24/2025



Sheet 04 S_250_255

General Reference Only - Not for Operational Purposes