AGENDA
Regular Scheduled Meeting
CITY OF GRIFFIN BOARD OF COMMISSIONERS
February 22, 2022
W. ELMER GEORGE MUNICIPAL HALL
6:00 PM

Present:

Call to order by Mayor Hollberg

Pledge of Allegiance

Invocation

Approval of Agenda

PRESENTATIONS AND DELEGATIONS

1. Recognize the induction of Janet Harmon Bragg into the Georgia Aviation Hall of Fame. *Archivist, Cindy Barton will address.*

CITIZEN COMMENTS

At this time, the Mayor opens the floor to comments from the audience. Comments should relate to a specific agenda item, not listed on the agenda for a Public Hearing, or to a concern within the jurisdiction of the City. Commission meetings serve the purpose of conducting city business and are not a forum for the unlimited expression of opinion. The Mayor reserves the right to limit comments to matters germane to city business and may refer speakers to the City Manager or other staff for resolution.

PUBLIC HEARINGS

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

2. Receive comments regarding a variance request to allow a Place of Assembly on a tract less than the required two acre minimum for property located at 220 E. Solomon Street. *Principal Planner, Michelle Haynes will address.*

CONSENT AGENDA

3. Consider agreement with Minsait ACS to upgrade City of Griffin Server Systems in the amount of $72,963.00. *Chief Technology Officer Gibb Cotton will address.*

4. Consider the minutes of the City of Griffin Board of Commissioners' Regular Meeting on February 8, 2022.

REGULAR AGENDA

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

5. Consider a variance request to allow a Place of Assembly on a tract less than the required two acre minimum for property located at 220 E. Solomon Street. *Principal Planner, Michelle Haynes, will address.*

6. Consider resolution authorizing Chief Technology Officer (Gibb Cotton) or his designee to act as Certifying Officer for compliance with FCC rules and regulations pertaining to Customer Proprietary Network Information (CPNI) and appointing Chris Sprayberry as designee authorized to act as Certifying Officer for the same. *Chief Technology Officer, Gibb Cotton will address.*

7. Consider the purchase of 500 5/8" V5 R900 Neptune Meters, Antennas and Meter Pins from Delta Municipal Supply, sole source, in the amount of $134,500.00 for the Watershed Management Department. *Director of Watershed Management, Brant D. Keller will address.*

8. Consider Task Order Form to Paragon Consulting Group for the update of the City Water Master Plan in the amount of $40,000.00. *Director of Watershed Management, Brant D. Keller will address.*

9. Consider Task Order Form for the Design Services, Bid Administration and Construction Management for Potato Creek Sewer Rehabilitation located at section PPC2408 to Paragon Consulting Group in the amount of $39,800.00 for the Watershed Management Department. *Director of Watershed Management Department Brant D. Keller will address.*

10. Consider, on first reading, an ordinance amending Chapter 22, BUILDINGS AND BUILDING REGULATIONS, by adding a new Article to be numbered Article VIII, VACANT AND FORECLOSED PROPERTY, of the Code of Griffin, Georgia, in order to provide for a vacant and foreclosed property registry *Staff Attorney, Kelsey Carden, will address.*

11. Consider a claim on behalf of a minor, King Lyons, by his parent and next of kin, Brandie Lyons, in the amount of $50,000 for alleged personal injuries sustained while riding as a passenger on a school bus, owned and operated by the Griffin-Spalding County School System. *City Attorney, Drew Whalen will address.*

12. Consider a claim on behalf of a minor, Miss Te'Miya Flakes, by her parent and next of kin, Delisa Flakes, in the amount of $50,000 for alleged personal injuries sustained while riding as a passenger on a school bus, owned and operated by the Griffin-Spalding County School System. *City Attorney, Drew Whalen will address.*

13. Consider a resolution accepting the resignation of Angela Burnham as Assistant Open Records Officer and appointing Felicia Trammel as Assistant Open Records Officer; this resolution does not impact the appointment of Susan Bartholomew as Assistant Open Records Officer or the appointment of Jessica O'Connor as Open Records Officer. *Staff Attorney, Kelsey Carden, will address.*

14. Consider a resolution waiving MCI rate adoption for 2022 and adopting an annual rate adjustment, for 2022 only, of 5% for rates charged for solid waste, storm water, water and sewer, effective March 1, 2022. *City Manager, Jessica O'Connor, will address.*

CITY MANAGER'S REPORT

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

CITY ATTORNEY COMMENTS

CITY COMMISSIONER COMMENTS

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

ADJOURN

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

AGENDA ITEM SUMMARY

ITEM SUMMARY:

Recognize the induction of Janet Harmon Bragg into the Georgia Aviation Hall of Fame. *Archivist, Cindy Barton will address.*

SPECIAL CONSIDERATIONS OR CONCERNS:

Janet Harmon Bragg was born in Griffin, Georgia on March 24, 1907. She died in Blue Island, Illinois on April 11, 1993, after living in both Chicago, Illinois and Tucson, Arizona for many years. In 1943, Mrs. Bragg was the first African American woman to receive a commercial pilot's license. Repeatedly denied opportunities and licensure not based on her lack of education, skills, or ability, but because of her gender and race, Mrs. Bragg nevertheless persevered and excelled in several professions and vocations.

As a young girl, Janet Harmon was educated in segregated schools in Griffin and in Fort Valley at the Fort Valley High and Industrial School. After high school graduation, she attended Spelman Seminary where she studied nursing. She returned to Griffin and practiced nursing at the Griffin hospital for a brief period. Eventually, Harmon moved to Illinois during the Great Depression. In Chicago, she found nursing jobs and other temporary employment. A stable position as a healthcare inspector for an insurance company provided the opportunity to pursue a childhood dream: to fly. This steady income financed her aeronautic education, purchase of eventually three aircraft, and allowed her to support the construction of an airstrip and the industry needs of her fellow flying enthusiasts in the Challenger Air Pilots' Association.

In her autobiography, Bragg stated that she always enjoyed birdwatching and marveled at the aerodynamics of birds Living in Chicago, she saw a billboard advertising educational programs at the Aeronautical University, formerly the Curtiss-Wright Flying Services. The billboard read: "Bird can fly, why don't you?" and evoked her childhood dream. She enrolled in the evening school program in 1933 while working as a Registered Nurse during the day. She earned her private pilot's license and managed to save enough money to purchase a plane for %500 and, with her fellow students, physically built an airfield in Robbins, Illinois. During World War II she attempted to join the WASPs but was denied because of her race. She attended the Tuskegee African American pilot training initially denied a commercial license because she was female. Persevering, she eventually received her commercial pilot's license in 1943 in Illinois. Ms. Bragg promoted aviation education in many arenas, including the Civilian Pilot Training Programs at historically black colleges, and was politically active in the promotion of African American aviation education in the US Army Air Corps. She remained an actively licensed pilot for thirty-five years and logged over 2000 flying hours.

Janet Harmon Bragg was enshrined in the Arizona Aviation Hall of Fame in the year 2000 when her adoptive state recognized her accomplishments. Honored in 1985 by the Bishop Wright Aviation Industry award, she received a certificate of appreciation from the U.S. Department of Transportation, honors from the Federal Aviation Administration, and recognition by the Women in Aviation International organization as one of the one hundred most influential women in the Aviation and Aerospace industry. Janet Harmon Bragg, a Georgia native, a female aviation pioneer, and a trailblazer for future pilots, is inspiring as one of Georgia's aviation greats.

STAFF RECOMMENDATION:

N/A

FINANCIAL IMPACT:

N/A

Submitted By:
Chad Jacobs

Meeting Date:
22/02/2022

Reviewed By:
Jessica O'Connor

AGENDA ITEM SUMMARY

ITEM SUMMARY:

Receive comments regarding a variance request to allow a Place of Assembly on a tract less than the required two acre minimum for property located at 220 E. Solomon Street. *Principal Planner, Michelle Haynes will address.*

SPECIAL CONSIDERATIONS OR CONCERNS:

The applicant, Josh Abernathy with City Church, is requesting a variance for Article 721F 3(b) which states that a Place of Assembly shall be located on a tract of land not less than two acres in area and having a street frontage of not less than 200 feet. While this parcel does meet the road frontage requirement for a Place of Assembly, the .86 +/- acre tract does not meet the size requirement. On January 25, 2022 the Board of Commissioners approved a Special Use Permit at this location with the condition that a variance for lot size be approved.

STAFF RECOMMENDATION:

Staff recommends approval.

FINANCIAL IMPACT:

N/A

Submitted By:
Chad Jacobs

Meeting Date:
22/02/2022

Reviewed By:
Jessica O'Connor

ATTACHMENTS:
Application, 220 E. Solomon St.pdf
220 E Solomon St. Staff Report.pdf

PLANNING AND DEVELOPMENT SERVICES DEPARTMENT

APPLICATION FOR VARIANCE

Date Received: 1-14-22 Application Number: 22-VAR-01

Applicant: Josh Abernathy / City Church Telephone Number: (770)846-1380

Email Address: josh@citychurchgriffin.org

Address: 545 N. Expressway Griffin, GA 30233

Project Name/Description: City Church

Address/Location: 220 E. Solomon St. Griffin, GA 30223

Tax Map 017 Block 45 Lot Number 002

Zoning CBD Parcel(s) Size: .86 acres (acres or square feet)

Applicant is: Property Owner_____ Engineer:_____ Architect:_____

Realtor:_____ Other: Buyer of Property

Application fee amount: 250.00

Paid by: _____ Check (check #_____) _____Cash

_____Cashier's Check ___X___ Other

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

_____ Date: 1/14/22

Signature of Applicant (or authorized representative)

PLANNING AND DEVELOPMENT SERVICES DEPARTMENT

VARIANCE QUESTIONNAIRE

Date Submitted: 1/14/22 Application Number: 22-VAR-01

Applicant Name: Josh Abernathy / City Church

Address of Property: 220 E Solomon St. Griffin, GA 30223

Tax Map, Block and Lot Number: _____

Applicable Zoning Ordinance Section: _____

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

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

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

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

Authentisign ID: BBFA92B9-B019-4659-9347-3F344DDE220C

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

PLANNING AND DEVELOPMENT SERVICES DEPARTMENT

OWNER'S AUTHORIZATION

This is to certify that:

Josh Abernathy / City Church

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

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

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

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

Applicant: Josh Abernathy Telephone Number: (770)846-3180

Address: 545 N. Expressway Griffin, GA 30223

Authentisign

1/13/2022 6:36:24 PM EST

Signature of Owner Date: 01/13/2022

Signature of Representative Date: 1/14/2022

Notary Signature and Seal Barbara Shirley

Commission expiration date: 06/02/2024



Griffin

PLANNING AND DEVELOPMENT SERVICES DEPARTMENT
CONFLICT OF INTEREST DISCLOSURE

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

____ Yes ___X___ No

If yes, please complete the following section:

Name and Official Position of Government Official:

_____

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

_____

_____

_____

_____ Date: 1/14/22

Signature of Applicant

Josh Abernathy

Printed Name

_____ Date: _____

Signature of Applicant's Attorney or Representative

_____

Printed Name

1. **For what reason is (are) the Variance(s) being requested, and why is it necessary for the development of the subject property?**

Code 721 F3B states that in order to be granted a Assembly zoning permit the property must be 2 acres and our applied for property is .86 acres. We are not able to expand property lines/ parcel.

2. What special considerations or circumstances exist that is peculiar to the subject property, and that is not applicable to other property in the same zoning district, that makes the need for a Variance unique?

As a church, we are applying for Places of Assembly zoning. Code 721 F3B states that in order to be granted a Assembly zoning permit the property must be 2 acres and our applied for property is .86 acres. We will believe that this space will add value to the city in multiple ways. The first being that it will be a multipurpose space that can facilitate conferences, seminars, trainings, and events. All of our equipment will be "portable" so we can accommodate other organizations. Our hope is to breathe more life into downtown. We have currently put on 15 movie in the parks in the field across the street and believe this facility will allow to offer more activities for our city. It will also provide a set of permanent bathrooms that can be used for any event downtown (upon request and approval). In phase 2 of the building, we will be using the event space and creating a market area for businesses to rent to serve as a starting point to get into a store front building. We will also be providing grants and offering courses to these businesses to help them grow their business.

3. Explain why and how the special conditions or circumstances described in Question #2 are not self-imposed actions created by the property owner.

This would be considered "self imposed" because we knowingly are aware of the code, however, we do feel that the property to allow us to utilize the property in its full capacity to better serve the city of Griffin and meets all other code requirements.

4. Explain how the City if Griffin Unified Development Code (UDC) provisions or other regulations would deprive the property owner of rights commonly enjoyed by other properties in the same zoning district and would cause unnecessary hardship for the property owner.

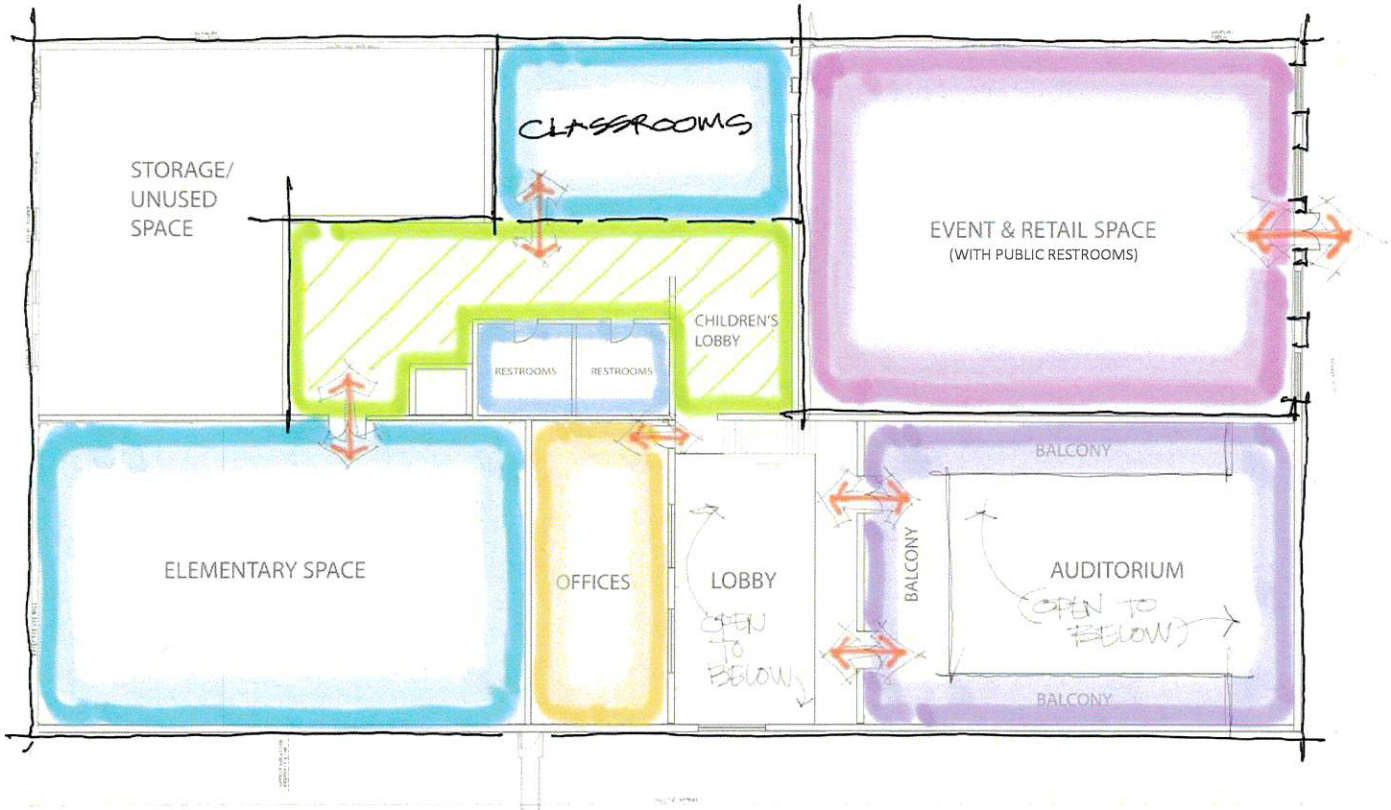
Code 721 F3B states that in order to be granted a Assembly zoning permit the property must be 2 acres and our applied for property is .86 acres. We are not able to expand property lines/ parcel.

5. Is the Variance, if granted, the minimum variance that would allow reasonable use of the property? How and why is that the case?

Yes it is.

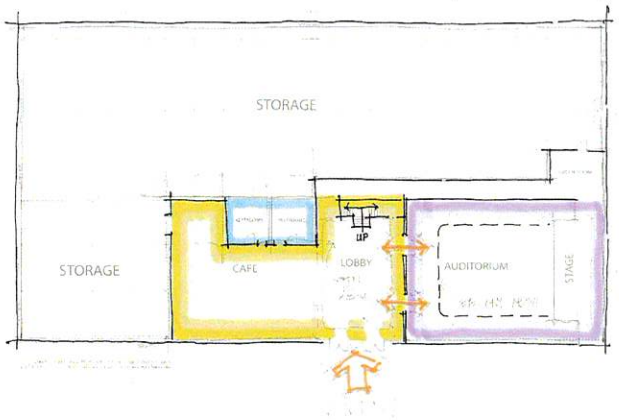
6. Explain how granting the Variance request would be consistent with the general intent and purpose of the City of Griffin UDC.
This variance requests aligns with the Planning and Zonings requests to apply for the variance as a recommendation from the board in our zoning process.

7. Will the Variance, if granted, be injurious to the surrounding properties or detrimental to health, safety, or welfare of the general public? If not, please explain.
No, it will not. We believe it will benefit our neighbors, community, and the downtown in many ways. The main usages of this building will be for church and community gatherings. There will be various spaces that will be available for rental for anything from board meetings, to events, to productions, to gatherings. We will use the building on Sundays from 6am - 1pm for Sunday Services. There will be a set of restrooms that will be accessible from Solomon St. that can be used for events happening downtown. There will also be 4,000 sq. Ft event space that are available upon rental request. Our entire building will be available for use and rent as needed. Our primary focus during the week will be building up local businesses.

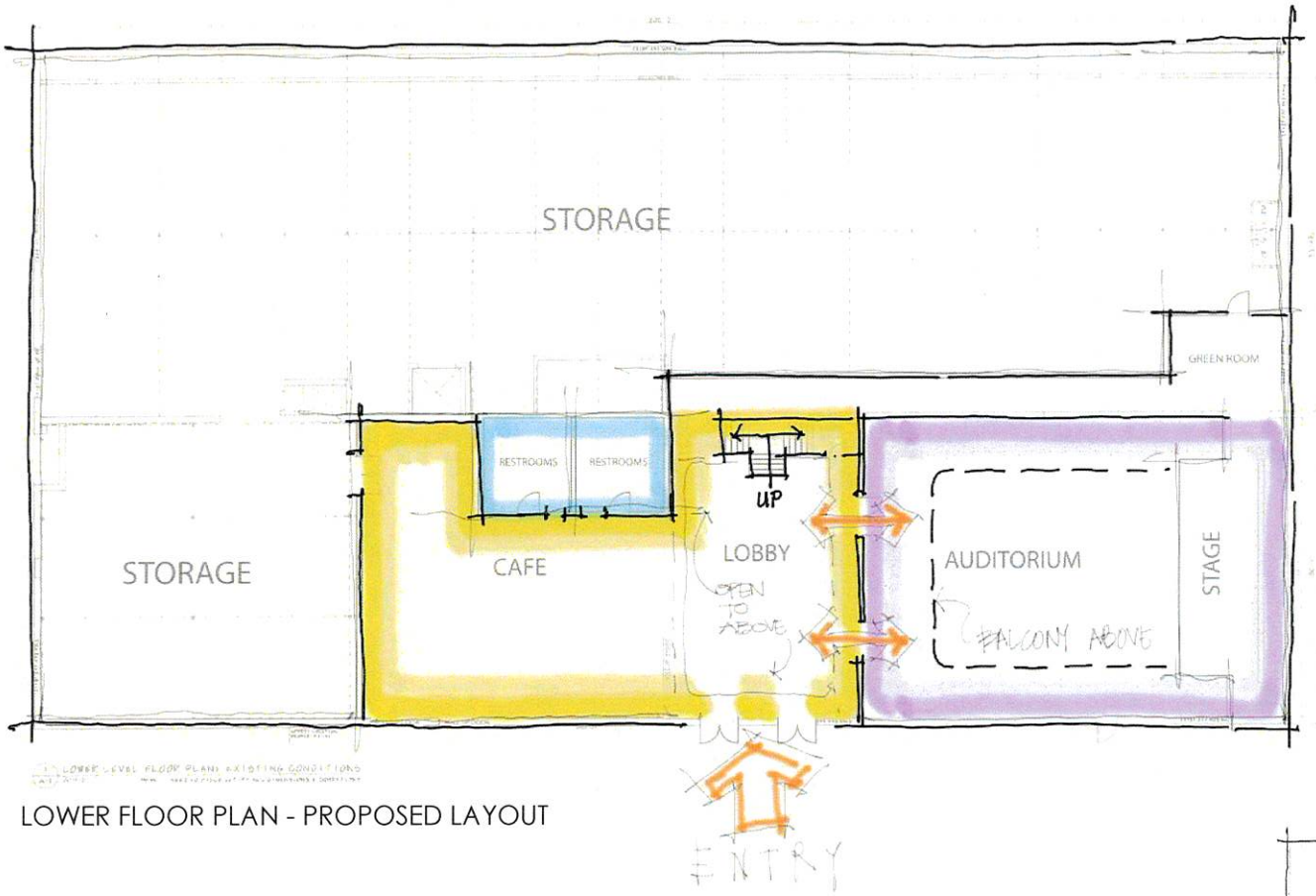


UPPER FLOOR PLAN - PROPOSED LAYOUT

LOWER FLOOR PLAN (REFERENCE)

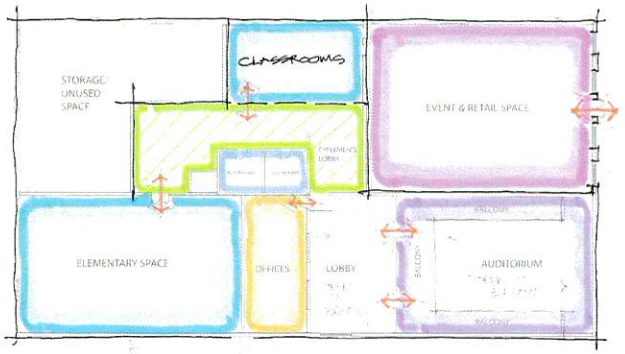


CITY CHURCH GRIFFIN
220 E. SOLOMON STREET



LOWER FLOOR PLAN - PROPOSED LAYOUT

UPPER FLOOR PLAN (REFERENCE)



CITY CHURCH GRIFFIN
220 E. SOLOMON STREET

CITY CHURCH GRIFFIN

220 E. SOLOMON STREET

Variance
220 East Solomon Street
Project No. 22-VAR-01

Applicant: Josh Abernathy
Owner: City Church



Current Land Use Classification	Commercial
Current Zoning	Central Business District, CBD
Proposed Variance	Two-acre requirement for a Place of Assembly
Parcel Size	0.86 +/-
Map, Block & Lot Number	017 45002
City Commission	February 22, 2022
District Commissioner Member	Cora Flowers
Citizen Notification	Legal Notice was run in the February 4, 2022 edition of the *Griffin Daily News* for the City Board of Commissioners Public Hearing. Signage was placed on the property illustrating the purpose, date and time of the meeting on February 22, 2022.

Proposal/Site Location:
The applicant, Josh Abernathy with City Church, is requesting a variance for Article 721F 3(b) which states that a Place of Assembly shall be located on a tract of land not less than two acres in area and having a street frontage of not less than 200 feet. The current site is approximately a 0.86 +/- acre tract of land. Although this parcel does meet the road frontage requirement for a Place of Assembly, the size requirement is not able to be met.



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

Article 410 Variance
Article 721(F) Place of Assembly

Article 410, Variance Standards for Review:

1. **There are extraordinary and exceptional conditions pertaining to the particular piece of property in question because of its size, shape, or topography;**
   There are extraordinary and exceptional conditions pertaining to this particular piece of property as it relates to its size and shape. This parcel is 0.86 acres in size and according to Article 721F 3(b), a Place of Assembly shall be located on a tract of land not less than two acres in area and having a street frontage of not less than 200 feet. It is not possible for the parcel to increase to the required two (2) acres. This property does meet the requirement for the street frontage.

2. **The application of these regulations to this particular piece of property would create a practical difficulty or unnecessary hardship.**
   The application of a Place of Assembly, (POA) physical requirements to this property would create a practical difficulty or unnecessary hardship with regards to the size of the parcel. The goal for this property is to create a community minded, family friendly place of assembly that will benefit the neighbors, community, and the downtown area in many ways. City Church has been extremely involved in the activities and events downtown. Moving the church to the

Solomon Street location will allow City Church to offer more services to the community and also allow the citizens to access the building during the various downtown events.

3. **Such conditions are peculiar to the piece of property involved.**
   Such conditions are peculiar to the piece of property involved as the property is large enough to house the church and the parking is adequate for the size and use of the building.

4. **Relief, if granted, would not cause substantial detriment to the public good or impair the purposes and intent of these regulations, provided, however, that no Variance may be granted for a use of land or building or structure that is prohibited by this Ordinance.**
   If granted, the variance should not cause substantial detriment to the public good or create a negative impact on the surrounding properties.

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

Planning & Development Department Review:

Planning Staff has reviewed the applicant's request for a variance for Article 721F 3(b) which states that a Place of Assembly shall be located on a tract of land not less than two acres in area and having a street frontage of not less than 200 feet. The current site is approximately a 0.86 +/- acre tract of land. The size requirement is not able to be met as the entire block is 1.99 +/-acres. All other requirements, such as parking and road frontage, have been met.

Planning Staff Recommendation:

Planning & Development staff recommends **APPROVAL** of the variance request (22–VAR-01) submitted by Josh Abernathy to allow a Place of Assembly on a parcel that is less than two (2) acres at 220 East Solomon Street.

Submitted by:

Michelle Haynes
Principal Planner
Planning and Development Services

AGENDA ITEM SUMMARY

ITEM SUMMARY:

Consider agreement with Minsait ACS to upgrade City of Griffin Server Systems in the amount of $72,963.00. *Chief Technology Officer Gibb Cotton will address.*

SPECIAL CONSIDERATIONS OR CONCERNS:

To stay current with technology advances and to mitigate cyber security threats, the ACS server and software need to be upgraded.

STAFF RECOMMENDATION:

Staff recommends approval.

FINANCIAL IMPACT:

The FY22 budget includes $72,963.00 for the upgrade.

Submitted By:
Gibb Cotton

Meeting Date:
22/02/2022

Reviewed By:
Jessica O'Connor

ATTACHMENTS:
PR-2112-6735 ACS System Upgrade_1 (003)_Redacted v2.pdf

January 21, 2022

To: **City of Griffin**
100 South Hill Street
Griffin, GA 30223

Attn: **Dan Dupuy**
ddepuy@cityofgriffin.com
(770) 229-6400

Offer Number: PR-2112-6735
Description: [redacted]

Dear Mr. Dupuy,

Minsait ACS, an Indra Company, is pleased to present to City of Griffin this offer to perform an upgrade of your Minsait ACS [redacted] to our newest release of core [redacted].

Our records indicate that your current system is running [redacted] In order to continue to effectively support your system and ensure that you have the latest features and performance capabilities Minsait ACS has to offer; it is important that you consider a [redacted] currently.

Minsait ACS appreciates the opportunity to provide City of Griffin the latest release of [redacted] and looks forward to working alongside one another.

Sincerely,



Kurt Nolte
Sales Director
(678) 591-1898
kurt.nolte@acspower.com

minsait ACS

An Indra company

City of Griffin

[redacted]

Firm Offer

Offer No.: PR-2112-6735

Rev.: 01

Date.: January 21, 2022

Document Originated by: Houston Frazier

This document contains proprietary information

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1 Introduction

Minsait ACS is pleased to present this offer in response to your request for the upgrade of the existing [redacted] With this upgrade, City of Griffin will receive Minsait ACS' newest system, [redacted]

The latest version of our software includes an enhanced browser-based user interface with informative, flexible, and configurable layouts allowing each individual user east of access to information most pertinent to their role, an updated display editor and many more improvements. The remainder of this proposal details these improvements.

We very much appreciate that you and other staff members invest your time and effort in reviewing our submittal.

2 Solution Description

With every [redacted] system comes Minsait ACS' BluePrint delivery methodology. BluePrint is the delivery methodology in which software for Minsait ACS applications already reside on each system that is delivered. This step allows Minsait ACS and City of Griffin to be confident that the correct software is installed on each system in a standard way. From here, City of Griffin will have their software configured appropriately for the needs of their system and consumers.

If City of Griffin has custom applications or customs changes that differentiate it from a standard delivery, these customizations will be implemented under specific custom folders already located in the standard delivery model. Also included in the BluePrint methodology is the ever-current system, which means that Minsait ACS will be releasing application updates for [redacted] and [redacted] applications on a periodic basis to be sure each customer is running the latest of our software.

[redacted]

2.1 [redacted]

With [redacted] Minsait ACS introduces [redacted] is browser-based, with informative, flexible, and configurable layouts allowing each individual user ease of access to information most pertinent to their role.

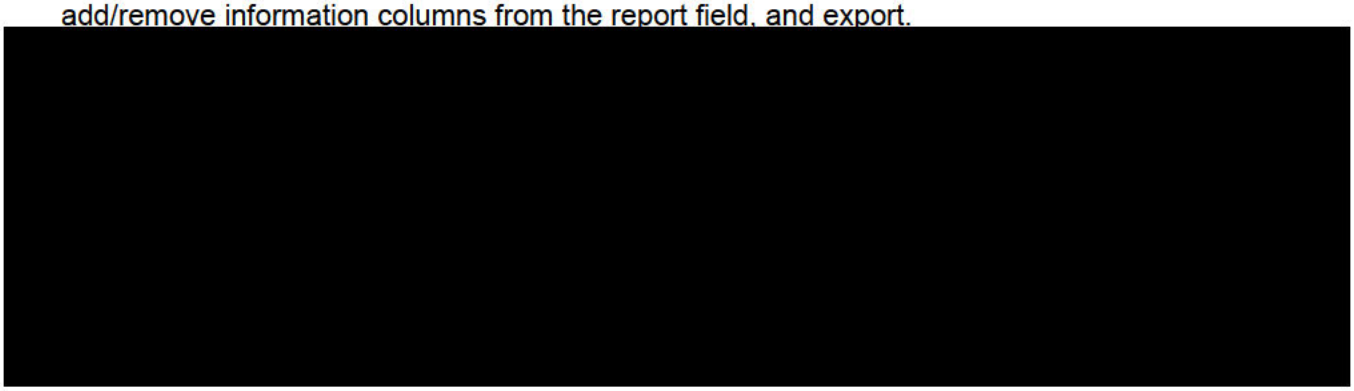
[redacted]

The figure above depicts a typical workspace a [redacted] operator may use. The workspaces are configurable through the use of modular panels that can be added/removed, resized, repositioned, or consolidated into a user-sized portion of the workspace.

[redacted]

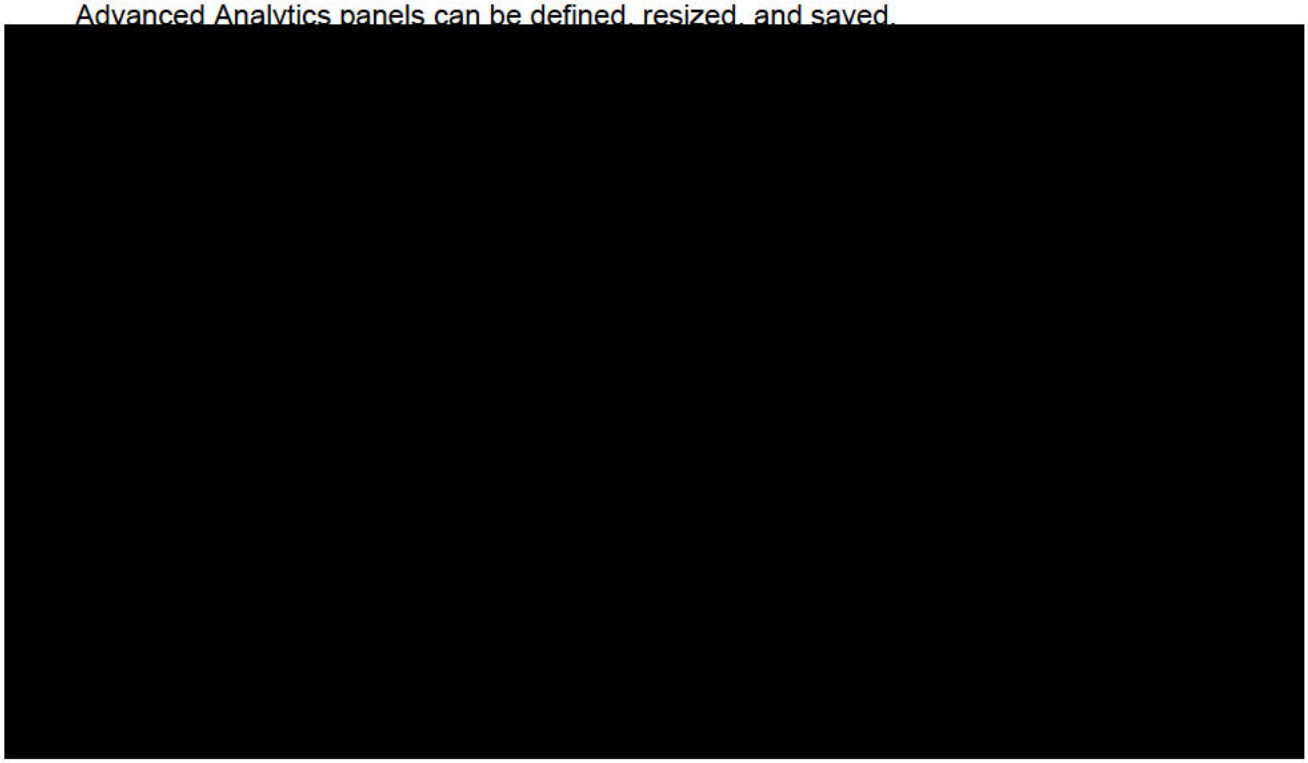
Within the display panel and when interacting with dynamic objects, Minsait ACS introduces the speed dial. The speed dial provides operators an easy way to view associated trend points, access the control dialog, add/edit tags, and view 24 hours of event history for the associated point.

For reporting needs, the new [redacted] user interface includes a tabular summaries selection that displays real-time alarm, abnormal, event, tag, and telemetry reports. Users are able to sort on, add/remove information columns from the report field, and export.



The system operator will have trending capabilities and the ability the create dynamic reports that will populate administrator defined report templates.

With the delivered system, predefined widgets within the Advanced Analytics tab allow operators an overview and user defined look a key KPIs. As with the operator workspaces, the Advanced Analytics panels can be defined, resized, and saved.



2.2 [redacted] Designer

With the upgraded [redacted], users will have access to Minsait ACS' enhanced drawing software, [redacted] offers a more user-friendly approach to the creation of displays. [redacted] allows enhanced customization of system displays that was not available in DrawV.

Users will now be able to hide and move the toolbar with simple click and drag mouse movements. The toolbar is now capable to be moved to anywhere on the drawing window, the toolbar can also be placed outside of the drawing window as seen below. For larger drawings where window space is scare, toolbars can now be hidden, creating a larger window for easier user access.

Multiple displays can now be opened up concurrently and shared on the same window, allowing for enhanced controls of all displays. For ease, Minsait ACS has created hotkeys to open, close, and save displays.

2.3 Upgrade Considerations

2.3.1 Software Requirements

[redacted]

2.3.2 Hardware Requirements

[redacted]

2.4 [redacted]

To be completed during the system upgrade project, Minsait ACS is proposing to supply a [redacted]

The [redacted] solution is a robust integration application that is designed around the core [redacted]

[redacted]

2.4.1 System Configuration

For this solution, the [redacted] will interface with an existing [redacted]:

1. [redacted]
2. [redacted]

[redacted]

[redacted].

[redacted]

2.4.2 Prerequisites and Assumptions

For this interface to be successfully implemented, the following must be in place:

- LAN connectivity between the systems with a minimum bandwidth of 100Mb/s
- Network Requirements: TCP/IP [redacted]
- [redacted]

[redacted]



2.5 Cost and System Considerations

- The license upgrade to [redacted] is covered under the Minsait ACS Full Subscription Support and Long-Term Support Agreement (LTSA) programs for customers under a current support agreement. Therefore, all existing Minsait ACS software licenses under the programs will be upgraded to the latest revision at no license cost.
- Minsait ACS has developed an automated tool to guarantee consistent, qualification of both the core [redacted] and all [redacted] files and applications on the target system.
- Documented processes and project management tools are used to help ensure a smooth system transition with minimal, if any, downtime.

For the proposed project, Minsait ACS assumes the following:

- The upgraded [redacted] and [redacted] will be placed on City of Griffin supplied [redacted] It is the responsibility of City of Griffin to supply any licenses [redacted] City of Griffin is responsible for the configuration of the network [redacted]
- [redacted]
- [redacted]
- [redacted]
- [redacted]
- [redacted]
- [redacted]
- [redacted]

[redacted]



3 Scope of Supply

3.1 [redacted]

[redacted]

[redacted]

3.3 System Software

3.3.1 Existing System Software

Per the current Support Agreement in place, the following existing software licenses will be upgraded to the latest revision of Minsait ACS/ 3rd party software at no license cost.

[redacted]

3.4 Project Services

The following section serves to provide City of Griffin a detailed overview of the services that will be performed during the [redacted] Upgrade.

3.4.1 Project Approach

The Minsait ACS Project Manager will direct a core project team to facilitate the timely and thorough implementation of all phases of the [redacted] Upgrade project relating to the defined scope of supply. The Project Manager will be responsible for the coordination of all project work relating to this project, and all communication between Minsait ACS and City of Griffin. Project

Management activities will be based on Minsait ACS' ISO9001 Quality Assurance process which was largely derived from the Project Management Institutes standards, and include:

- Project Kickoff Meeting and Project Scope of Work definition
- Submittal and maintenance of Project Schedule
- Tracking of all project correspondence
- Submittal and tracking of all required project documentation
- Project meetings / progress reports
- Coordination of all Minsait ACS testing activities
- Coordination of all Minsait ACS commissioning activities
- Submittal of all payment milestones in accordance with the contract

In order for the system applications to run correctly, a large amount of data is required from City of Griffin. Minsait ACS has developed standard templates and documentation to help explain and gather the required information from the existing [redacted]

3.4.2 Project Initiation

3.4.2.1 Project Kick-off Meeting

The project kickoff meeting is held with City of Griffin project personnel to request any information required for successful delivery of the upgrade, and to understand the expectations and definition of success for the system upgrade.

The Minsait ACS project manager will lead discussions of:

- Scope of work, as per the purchased list of deliverables.
- For specific software solutions, input or requirement forms will be sent.
- Specific system information: IP Addresses List and Host Names
- List of Users and Roles for [redacted]
- Custom scripts running on existing system
- [redacted]

The project then transitions to the Planning phase.

3.4.3 Planning

After the customer kickoff meeting, the planning stage begins with the project manager taking the information from the kickoff meeting to prepare for successful delivery of the system.

The Project Manager will:

- Create the Statement of Work (SOW)
- Build the statement of work (SOW) document by documenting the equipment that must be procured, which existing equipment will remain or be removed within the current system, new software that must be procured, existing software that will remain within system
- Procure
    - Any necessary hardware
    - Software

The Project Engineer will:

- Access the existing system to gather pertinent information such as:
    - Current processes running on system
    - Current scripts running in system scheduler
    - Current system environment variables
    - [redacted] profile information
    - Any special applications, scripts, or Scheduled jobs running in system

- Update or create the system network diagram
- Scheduling a meeting for IT network professionals to discuss network addressing requirements.
- Work with City of Griffin to create of the preliminary project schedule using the above information
- Log into City of Griffin existing system to retrieve copies of the [redacted]
- Take log of all binaries, scripts, and processes that exist on the current system

City of Griffin's responsibility:

- Provide access as needed to existing system for uploads
- Facilitate responses to questions and requests for information

After review and finalization of the Statement of Work is complete, a detailed schedule is reviewed with all parties and baselined. Project resources are assigned and scheduled.

The project then transitions to the Execution phase.

3.4.4 Execution

Once all the hardware is received at the Minsait ACS Factory, the system will be staged on the manufacturing floor.

- [redacted]
- An IT/network meeting will be held to verify the network configuration.
    - City of Griffin's IT department may be required to ensure understanding of the network environment that the new solution will be installed.
- [redacted]
- The system's existing graphic displays are migrated/converted into [redacted] and installed.
- Device objects and symbol libraries are examined and updated, as necessary.
- [redacted] applications are loaded and configured with City of Griffin's input gathered during the Planning phase.
- Custom scripts are migrated or obsoleted as dictated by the in-depth SOW review.
- Interconnectivity of all system components will be checked and verified.
- Compatibility of hardware and software drivers will be checked and updated, if necessary.

[redacted]

[redacted]

Once execution is completed, the project then transitions to the Testing / Commissioning phase.

3.4.5 Testing

Upon completion of the Execution phase, the system Factory Acceptance Test is conducted by a Project Engineer.

- The standard [redacted] FAT document is modified in alignment with the statement of work.
- Tests are conducted in accordance with the FAT Document.
- Any remaining issues not resolved by the end of the FAT are to be resolved prior to shipment and incorporated into the onsite system Acceptance Test procedures.

Upon Completion of Factory Acceptance Testing, the system is turned over to the Quality, Test & Release (QTR) team for further testing. QTR testing certifies the correct version of binaries and scripts exist on the machine as dictated by the software release process.

[redacted]

- The System Acceptance Testing agenda is prepared by the project team.

3.4.6 Delivery, Onsite Installation, and Testing

Once the system is delivered City of Griffin's site.

- [redacted]
- Project engineers may log in prior to traveling onsite to do preliminary checks on the system such as network connectivity.

When the Minsait ACS arrives onsite, The project Engineer will:

- Use the System Acceptance Testing Scope of Work document as the commissioning plan.
- Access the delivered [redacted] and applications and begin the startup process.
- Verify the Network and field connectivity as much as possible without disturbing the existing operational system.
- Cutover the communications from the old system to the new, when approval for cutover is received by City of Griffin.
- Performs preliminary checks for [redacted]
- The Project Manager and Engineer log issues in the Variance Tracking Sheet and maintain throughout the remained for commissioning with "system-critical" issues being prioritized.
- Remaining minor issues not completed by the end of the commissioning week are logged as "punchlist items" to be addressed in the following weeks.
- This punchlist is signed by the customer to log the condition of the system upon onsite departure.

Following system acceptance testing, the project will have reached "substantial completion". A project has reached substantial completion when the project is completed and usable aside for a few minor deficiencies. When the project reaches this point, the Client and Minsait ACS will collaborate on a Punch List noting any deficiencies that need to be resolved before the Client accepts the work as complete (and releases final payment). The Minsait ACS PM will capture the agreed upon items in a Provisional Acceptance Certificate (PAC) Letter which will be signed by both Project Managers. This will document the final items preventing final acceptance. Once signed, the teams will proceed to close out the open items. Upon completion of the PAC items, the Minsait ACS Project Manager will submit a Final Acceptance Certificate (FAC) Letter indicating the end of the project and will arrange for an official turnover with Customer Care.

The project then transitions to the Closeout phase.

3.4.7 Closeout

- Any remaining punchlist items are resolved remotely.
- A completion letter is signed by City of Griffin and final invoicing is conducted.
- A meeting is scheduled with customer care for internal handoff. Service and support contract is commenced
- System As-Built drawings are completed, as necessary.

4 Pricing

The price for the proposed [redacted] Upgrade is as follows:

Item(s)	Description	Price
3	[redacted]	$7,749
4		$0
5		$8,300
		$56,914
Total Price		**$72,963**

4.1 Notes on Pricing

All above pricing is based on standard ACS configuration and is defined under the following conditions:

- Firm, in USD
- All taxes are excluded from price
- Prices quoted are F.O.B Norcross, GA
- Limited to the Scope of Supply

5 Terms and Conditions

The terms and conditions governing this offer are set forth in Attachment A – Minsait ACS General Terms and Conditions of Sales. All software sold under this proposal is subject to the terms in Attachment B – Software License and Maintenance Agreement.

5.1 Terms of Payment

Minsait ACS will invoice in accordance with the payment milestone(s) described below. Payments not received within this period will be subject to interest charges.

Milestone	System Hardware	System Software	Project Services
Receipt of Order	0%	100%	10%
Receipt of Hardware at Minsait ACS Factory	100%	0%	20%
[redacted]	0%	0%	20%
Completion of In-House Factory Acceptance Test	0%	0%	30%
Signature of Partial Acceptance Certificate	0%	0%	10%
Signature of Final Acceptance Certificate	0%	0%	10%

5.2 Shipping & Handling

Standard shipping within the continental US is typically 5-7 business days.

A shipping & handling fee of $35 will be added to each small package shipment. No separate freight invoice will be submitted. Packages exceeding $35 freight charges will be billed at cost, or fixed pre-quoted cost if applicable.

Charges for premium shipping (next day morning delivery, afternoon delivery, etc.) will be billed at cost.

6 Delivery

The delivery is expected to be 180 days after the Minsait ACS – City of Griffin Kickoff meeting, subject to further agreements.

Purchase orders need to include the ACS Offer Number, the ACS Terms of Payment (as stated in section 4.2 of offer), and the Customer's Billing and Shipping Information.

All purchase orders should be sent to the address below.

Advanced Control Systems, Inc.
2755 Northwoods Parkway Norcross, Georgia 30071
Attn: Order Entry Team
[redacted]

7 Validity

Please note, this offer is valid for a period of 90 days from the submittal of this offer.

8 Exclusions from Offer

The following points must be considered as explicitly excluded from the offer:

- Any equipment or service not explicitly mentioned in this offer

9 Supporting Documentation

Attachment A – ACS General Terms and Conditions of Sales

Attachment B – ACS Software License Maintenance Agreement

MINSAIT ACS
GENERAL TERMS AND CONDITIONS

1. Definitions

1.1 Affiliates: with respect to each Party, a company or entity which are directly or indirectly controlled by, in control of, or under common control with, such Party.

1.2 Control: the ability, whether directly or indirectly, of an individual or organization to direct the affairs of another, by means of ownership, contract or otherwise.

1.3 Customer: the company or other legal entity and the Affiliates of that company or entity (for so long as they remain Affiliates) which have accepted the Proposal and can enter into a PO under these GTC.

1.4 Developed IP: Intellectual Property created or developed by Minsait ACS in relation to the provision of Products and/or Services to Customer.

1.5 GTC: These General Terms and Conditions.

1.6 Intellectual Property (IP): all patents, patent applications, designs, database rights, copyright, trademarks, know how, domain names, moral rights, rights in confidential information, ideas, methodologies, templates, concepts, computer programs, softwares, source codes and all other forms of intellectual or industrial property rights whether or not registered or capable of registration and wherever in the world enforceable.

1.7 Minsait ACS: Advance Control Systems, Inc., a company incorporated under the laws of the State of Georgia, with offices at 2755 Northwoods Parkway, Peachtree Corners, GA, 30071, USA.

1.8 Minsait ACS Software: the object code versions of the baseline computer software programs developed by or for Minsait ACS. Minsait ACS Software does not include and these GTC do not grant Customer a license to the source code for Minsait ACS Software.

1.9 Party: Minsait ACS or Customer (as relevant) and Parties means both of them.

1.10 Purchase Order (PO): the written order incorporating and governed by these GTC, which describes the Products and/or Services to be provided by Minsait ACS to Customer.

1.11 Previous IP: Intellectual Property owned or controlled by either Party on the date of the coming into force of these GTC;

1.12 Product: any Minsait ACS designed and manufactured RTU product or part. (i.e. NTX).

1.13 Proposal: the written offer, commercial and/or technical, to supply Products and/or provide Services to Customer, to which these GTC are expressly incorporated.

1.14 Services: any Services to be provided by Minsait ACS to Customer pursuant to these GTC and the Proposal, as set out in a PO.

1.15 System: any Minsait ACS deliverable involving project delivery of Minsait ACS or Third-Party Software (i.e. [redacted]

1.16 Third-Party Software: object code versions of the computer software programs licensed by Minsait ACS from third parties and sublicensed to Customer. Third-Party Software does not include and these GTC do not grant Customer a license to the source code for such Third-Party Software.

2. Scope

2.1 These GTC are applicable and shall govern any supply of Products or provision of Services by Minsait ACS to Customer under the Proposal.

2.2 Customer's standard terms and conditions, notwithstanding their reference to or inclusion in any quotation, order, invoice, or otherwise, shall not be binding on Minsait ACS. Where however the Parties have concluded and executed a main contract, the terms as contained in such contract shall take precedence over these GTC.

2.3 Minsait ACS may amend these GTC from time to time by giving Customer notice in writing of the amendments at least fifteen (15) days prior to the amendments taking effect.

2.4 All Products are sold, and Services performed on the understanding that all licenses, permits and the like required under relevant statutes, ordinances, rules and regulations have been previously obtained by Customer.

2.5 Nothing in these GTC can be invoked by Customer in order to preclude, injure or in any manner restrict Minsait ACS right to supply or provide to thirds parties Products or Services that are equal or similar to the Products or Services supplied or provided under the Proposal.

3. Purchase Order

3.1 Minsait ACS agrees to supply Products and provide Services as may be assigned to Minsait ACS through the issuance of an individual PO.

3.2 Customer undertakes to provide Minsait ACS, in a timely manner, with all information and data, and explanations/clarifications thereof, needed for the due performance of the PO.

3.3 The PO will be placed by Customer electronically or by emailing a copy thereof to Minsait ACS, and shall contain, in accordance with the terms of the Proposal, the details of the Products ordered (including the specification, the delivery date and shipment address), details of the Services to be rendered (including the scope) and confirmation of the Price.

3.4 Each PO shall be separate and distinct from each other and the termination of a PO shall not affect the Products supplied and the Services provided under another PO unless the Parties expressly agree otherwise.

3.5 Should there appear to be any discrepancy or ambiguity in description or quantities in a PO, Minsait ACS shall submit the matter in a timely manner to Customer before proceeding to execute the PO.

3.6 No extra supply of Products or provision of Services or other material change to the nature, scope, extent or level of Products or Services shall be made unless they are consistent with the original scope set forth in the PO and unless the terms and conditions therefor shall be set forth in a written order issued by Customer and accepted by Minsait ACS (each, a "Change Order"). Upon Minsait ACS acceptance of a Change Order, Minsait ACS shall proceed with the supply of Products or provision of Services affected thereby in accordance with the Change Order and the schedule agreed between the Parties, consistent with the applicable provisions of the Proposal which are not in conflict therewith.

3.7 Unless otherwise agreed in writing, Customer may not cancel a PO that has been accepted by MINSAIT ACS. If MINSAIT ACS agrees to the cancellation of a PO, the Customer will be liable for any of MINSAIT ACS costs incurred prior to the date of cancellation.

4. Delivery and Limited Warranty

4.1 All Products to be delivered will be packed and packaged in accordance with applicable laws and specifications for the Products. Any additional packing or packing crates required by Customer shall be chargeable by Minsait ACS, after acceptance by Customer of a quotation.

4.2 Unless otherwise agreed, risk of loss shall immediately pass upon delivery of any of the Products. Notwithstanding the foregoing, Minsait ACS shall retain title of the delivered Products until receipt of full payment from Customer.

4.3 Customer shall inspect the Products delivered within two (2) days of receipt in the address provided for in the PO and shall promptly notify Minsait ACS of any defects. If Customer fails to notify Minsait ACS within two (2) days, the delivery of conforming Products shall be deemed to have occurred.

4.4 In the event of non-conforming Product, the Purchaser may request the return of such non-conforming Product, subject to the written agreement of Minsait ACS. This request for return shall only be taken into consideration provided that Minsait ACS has been notified of such non-conformities within the timeframe provided in the foregoing Subsection. Such request shall be duly substantiated, together with undisputable evidence (such as but not limited to pictures of the Item and / or packaging) and the non-conformity report of Customer's quality inspector. Any return made despite refusal of the request by Minsait ACS shall not be taken into consideration. If the return request is accepted, Minsait ACS shall issue a return authorization number.

4.5 No defect or claim in respect of Products delivered will entitle Customer to reject delivery of other Products, which are not subject to any defect or claim, delivered as part of the PO.

4.6 Product returns are accepted by Minsait ACS under the following conditions: (i) Products must have never been installed and returned in their original packaging; (ii) Customer has obtained and included a return authorization number from Minsait ACS; (iii) all expenses associated with the return are borne by Customer including all freight, handling, insurance and other applicable charges; and (iv) Customer pays a minimum restocking fee on the returned Product of twenty five percent (25%).

4.7 Customer may request an expedite delivery. In such case, Minsait ACS reserves the right to apply and invoice a premium charge with the purpose to cover delivery process disruption costs incurred by Minsait ACS in providing this expedite delivery service to Customer.

4.8 Minsait ACS sole obligation under the limited warranty shall be repair or replacement of non-conforming specified NTX Products or, at the option of Minsait ACS, return of the Product and a refund of the Price. Customer assumes all risk whatsoever as to the result of the use of the Products purchased, whether used singularly or in combination with any other products or substances.

4.9 Minsait ACS repairs provided under warranty may utilize, after being tested to a standard consistent with Minsait ACS performance and quality requirements, refurbished parts. Upon usage, such parts shall be clearly labeled as "refurbished".

4.10 All costs of dismantling, reinstallation and freight, and the time and expenses of Minsait ACS personnel for site travel and diagnosis onsite under this warranty shall be borne by Customer.

4.11 [redacted] is governed by the following guidelines:

a) repairs shall be warranted for an additional period of ninety (90) days from the date of shipment or for the duration of the original warranty, whichever is greater;

b) Customer is required to obtain a RMA from Minsait ACS prior to the return of any part or product;

c) Customer shall be solely responsible for shipping and returning the Product to Minsait ACS for repair or replacement in accordance with the warranty terms and conditions outlined herein; and

d) Minsait ACS reserves the right to substitute refurbished parts and components for any and all repair work.

4.12 ACS limited warranty shall not apply to (i) any Products damaged by misuse, neglect, or accident caused by Customer or its agents, contractors, employees or the like; (ii) any event of Force Majeure (as defined herein); or (iii) any Products which have been improperly installed, operated, maintained, repaired, or modified, by persons other than Minsait ACS, its employees, or subcontractors. Should any information or documentation provided by Customer be inaccurate and the same leads to a defect in materials and workmanship, the warranty shall be void.

4.13 Minsait ACS warrants its System to be free from defects in materials and workmanship for a period of twelve (12) months from the date of shipment.

4.14 Notwithstanding the foregoing, the following deliverables shall be free from defects in materials and workmanship as follows: (i) System upgrades are warranted for a period of twelve (12) months from the date of shipment; and (ii) Minsait ACS warrants that the Minsait ACS Software will perform without documented defects for a period of three (3) months following delivery of the Minsait ACS Software.

4.15 Warranties related to any Third-Party Software and hardware shall be subject to OEM's terms. For the avoidance of doubt, MINSAIT ACS MAKES NO REPRESENTATIONS OR WARRANTIES WITH RESPECT TO ANY THIRD-PARTY PRODUCT, INCLUDING ANY (i) WARRANTY OF MERCHANTABILITY; (ii) WARRANTY OF FITNESS FOR A PARTICULAR PURPOSE; (iii) WARRANTY OF TITLE; OR (iv) WARRANTY AGAINST INFRINGEMENT OF INTELLECTUAL PROPERTY RIGHTS OF A THIRD PARTY; WHETHER EXPRESS OR IMPLIED BY LAW, COURSE OF DEALING, COURSE OF PERFORMANCE, USAGE OF TRADE OR OTHERWISE.

4.16 THE WARRANTIES SET FORTH HEREIN ARE THE ONLY WARRANTIES MADE BY MINSAIT ACS IN CONNECTION WITH THE SPECIFIED NTX PRODUCTS, SYSTEM AND MINSAIT ACS SOFTWARE. MINSAIT ACS CANNOT AND DOES NOT MAKE ANY IMPLIED WARRANTIES WITH RESPECT TO THE PRODUCT LINE, SYSTEM AND MINSAIT ACS SOFTWARE AND DISCLAIMS ALL OTHER WARRANTIES, INCLUDING, BUT NOT LIMITED TO, ANY WARRANTY OF MERCHANTABILITY OR FITNESS FOR A PARTICULAR PURPOSE.

4.17 The remedies set forth in this Section shall be Customer's sole and exclusive remedy and Minsait ACS entire liability for any breach of the limited warranties set forth herein.

5. Services

5.1 The Services provided by Minsait ACS hereunder shall be only for the Customer's use and benefit; therefore, Customer may not reproduce or present them outside its organization without Minsait ACS prior written consent.

5.2 Customer acknowledges and agrees that any Services provided by Minsait ACS are done so within the limits of the Proposal and pursuant to the Customer's specific instructions. All instructions and information given by Customer must be correct, complete and duly disclosed to Minsait ACS.

5.3 Minsait ACS has the exclusive right to determine the personnel that will perform the Services.

5.4 Customer is the sole responsible for the implementation or not of any recommendation made by Minsait ACS and for the results of the Services and their consequences. All estimates and recommendations produced/provided by Minsait ACS are based on information and facts known at the present moment.

5.5 Services rendered pursuant to the Proposal will be subject of evaluation and acceptance by Customer. In case Customer does not manifest its acceptance or rejection within ten (10) days after its delivery by Minsait ACS, the Services will be presumed as accepted without reserves. Customer must present all objections it may have in connection with the Services in one sole opportunity, within the timeframe set forth above. Any further claims under any title after this representation is made will not be accepted. Notwithstanding the foregoing, acceptance of a System shall be deemed to have occurred if Customer puts the System to use or agrees to acceptance.

5.6 Minsait ACS warrants that the Services will be performed in a good and workmanlike manner and according to their respective technical specification and Minsait ACS undertakes to re-perform any Services not in compliance with this warranty brought to its attention within ninety (90) days, after the Services are performed and delivered by Minsait ACS and accepted by the Purchaser. THE PRECEDING IS MINSAIT ACS ONLY WARRANTY REGARDING THE SERVICES IN LIEU OF ALL OTHER WARRANTIES AND REPRESENTATIONS, EXPRESSED OR IMPLIED.

5.7 Customer is the sole responsible for paying all taxes (except for taxes based on Minsait ACS net income or capital stock) relating to any Services provided and payments made hereunder. Applicable tax amounts (if any) are not included in the Price set forth in the Proposal or in any PO. In each instance, Minsait ACS will invoice Customer for applicable tax amounts and such invoices are due upon Customer's receipt thereof.

5.8 Customer is the sole responsible for licensing any software related to the Services and for the acquisition of the corresponding hardware as well, if necessary, unless provided otherwise in the Proposal, when a Minsait ACS Software could be required, under specific licensing terms. Customer also will be the sole responsible for data storage or cloud capacity. Software, data storage/cloud capacity and hardware must be available in the beginning day of Minsait ACS activity.

6. Price and Payment

6.1 The Price for the Products and/or Services is indicated on the Proposal and/or in any PO, according to the terms previously agreed between the Parties. All Prices are net US Dollars.

6.2 Unless expressly stated in the Proposal or in any PO, the Price excludes:

a) any and all additional costs, such as freight, insurance, export fees, transportation, import and other permits or certifications;

b) taxes, including without limitation value added tax, levies, fees, income, sales or any other taxes; and

c) any exchange rate risk.

6.3 Customer will receive invoices in accordance with the contract's defined milestones. Minsait ACS shall be entitled to submit an electronic invoice, at the end of each month for Services performed or, in case of Products supplied or milestone achieved, upon actual delivery or acceptance of the relevant Product or milestone, as the case may be.

6.4 Customer shall pay the Price as set out in each invoice within thirty (30) days of receipt of that invoice.

6.5 Late payments by Customer will accrue interest on the unpaid amount, at the rate of higher of 1.5 % (one point five percent) per month or the maximum rate permitted under applicable law, from the date on which payment was due until the date of actual payment. Customer will be liable for all costs incurred with the recovery of any unpaid invoiced amounts, including without limitation legal and collection agents' fees, court costs and interest.

6.6 Customer is not entitled to set off against, or deduct from the Price, any sums owed or claimed to be owed to Customer by Minsait ACS, nor is Customer entitled to withhold payment of any invoice if part of that invoice is in dispute.

7. Confidentiality

7.1 For purposes of these GTC, the term "Confidential Information" means (i) all information of either Party that is not generally known to the public, whether of a technical, business or other nature (including, without limitation, trade secrets, know-how and information relating to the technology, strategic partners, customers, business plans, promotional and marketing activities, finances and other business affairs of such Party), that is disclosed by one Party (the "Disclosing Party") to the other Party (the "Receiving Party") or that is otherwise learned by the Receiving Party in the course of its discussions or business dealings with, or its physical or electronic access to the premises of, the Disclosing Party, and that has been identified as being proprietary and/or confidential or that the Receiving Party by the nature of the circumstances surrounding the disclosure or receipt ought to know should be treated as proprietary and confidential. Confidential Information of Minsait ACS also includes the terms, conditions and pricing of the Proposal or any PO.

7.2 Either Party may from time to time disclose to the other Party certain Confidential Information (as hereinafter defined) received from the Disclosing Party. For a period of two (2) years from the termination of the PO, the Receiving Party shall protect the Confidential Information received from the Disclosing Party from unauthorized dissemination, using the same degree of care that the Receiving Party ordinarily uses with respect to its own proprietary information, but in no event with less than reasonable care.

7.3 The Receiving Party shall use the Confidential Information received from the Disclosing Party only to accomplish the purpose of the Proposal and the PO, and shall limit the disclosure of the Confidential Information received from the Disclosing Party to the employees or agents of the Receiving Party who have a need to know such Confidential Information.

7.4 The obligations of either Party pursuant to this Section 8 shall not extend to (i) any information that the Receiving Party can demonstrate through written documentation was already known to the Receiving Party prior to its disclosure to the Receiving Party, (ii) was or becomes known or generally available to the public (other than by act of the Receiving Party), (iii) is disclosed or made available in writing to the Receiving Party by a third-party having a bona fide right to do so, (iv) is independently developed by Receiving Party without the use of any Confidential Information, or (v) is required to be disclosed by process of law, provided that the Receiving Party shall notify the Disclosing Party promptly upon any request or demand for such disclosure.

7.5 The Receiving Party shall, upon completion or other termination of discussions with respect to the Confidential Information, or upon demand by the Disclosing Party, whichever is earlier, promptly: (i) return to the Disclosing Party any and all Confidential Information in tangible form together with all copies or reproductions thereof; and (ii) destroy any notes, memoranda or other documents concerning the Confidential Information and provide a certificate from an officer of Receiving Party certifying to the Disclosing Party that such items have been destroyed, provided that the Receiving Party may retain copies of Confidential Information to the extent necessary to meet any statutory requirements and for any legal proceedings and copies stored due to automatic computer archiving.

7.6 The Parties acknowledge that any breach of this Section 7 may cause immediate and irreparable injury to the non-breaching Party and that monetary damages may be inadequate to compensate the non-breaching Party for such breach. Having acknowledged the foregoing, the Parties agree that, in the event of such breach, the non-breaching Party shall be entitled to seek injunctive relief, in addition to all other remedies available to it at law or in equity.

8. Intellectual Property

8.1 Nothing contained in these GTC, the Proposal or in any PO shall be construed as conferring by implication, estoppel, or otherwise, any license or right to any copyright, patent, trademark or other proprietary interest of Minsait ACS or any third-party.

8.2 Customer acknowledges and agrees that (i) all Intellectual Property rights embodied in or in connection with the Products and/or Services, including all associated documentation, parts or software, are the sole property of Minsait ACS or its suppliers, and (ii) all Intellectual Property developed by Minsait ACS previously or during the course of the Proposal or any PO will remain the sole property of Minsait ACS.

8.3 Minsait ACS grants Customer a perpetual, non-exclusive, non-transferable license (without the right to sublease or sublicense) to use and copy for use the work product for Customer's own operations, except for software licenses, if any, which are subject to a specific license agreement, to be dully executed between the Parties.

8.4 Customer must not at any time without the prior written consent of Minsait ACS, register or use any trademarks, trade names, domain name, trading style, commercial designation or design owned or used by Minsait ACS. Customer, however, allows Minsait ACS to mention Customer's name, the Products delivered and the Services provided for the exclusively purpose of commercial reference to third parties.

9. Data Protection and Privacy

9.1 Unless the context otherwise requires, terms defined in the applicable data protection legislation shall have the same meaning when used in this Section 9.

9.2 The Parties agree that to the extent Minsait ACS processes personal data on behalf of Customer in the provision of the Services, Customer is the data controller and Minsait ACS is the data processor.

9.3 Minsait ACS represents, undertakes and warrants that it shall (i) comply with the requirements of the applicable data protection legislation to the extent it applies to Minsait ACS in its capacity as a data processor; (ii) only process the personal data to the extent necessary for the provision of the Services, and as otherwise instructed by Customer in writing; (iii) implement and maintain appropriate technical and organisational measures to ensure the security, integrity and confidentiality of the personal data and prevent the unauthorised or unlawful processing of the personal data; and (iv) not disclose or transfer any part of the personal data to any person or allow access to it by any person other than as expressly permitted by and in accordance with this Section.

9.4 Customer represents, undertakes and warrants that (i) it shall comply with the requirements of the applicable data protection legislation to the extent it applies to Customer in its capacity as a data controller; (ii) have all necessary authorizations in place to provide personal data to Minsait ACS; (iii) disclose all such personal data only on a 'need to know' basis limited to what is necessary in relation to the purposes for which such personal data is processed by Minsait ACS; (iv) not (unless absolutely necessary for facilitating receipt of Services) disclose real production or personal data to Minsait ACS and any such data, if required to be shared in connection with the Services shall be suitable encrypted; and unless expressly stated as being part of Minsait ACS obligations, keep full backups of all of Customer's data including personal data in accordance with the best industry practice and in any event not less frequently than daily.

9.5 In no event Minsait ACS shall be liable for any security breaches or other cyber issues which arise by reason of any defects or deficiencies in any Customer systems or processes, or any Customer materials, equipment or software which are transferred or provided to Minsait ACS by Customer in connection with the provision of the Services. Further, Minsait ACS shall not be liable for any loss of data caused due to reasons beyond its control, including without limitation, due to third-party hacking, trojan attack and other similar instances.

10. Limitation of Liability

10.1 EXCEPT FOR BREACH OF CONFIDENTIALITY OBLIGATIONS AND LOSSES INCURRED DUE TO MINSAIT ACS GROSS NEGLIGENCE, FRAUD, OR WILLFUL MISCONDUCT, CUSTOMER EXPRESSLY AGREES THAT MINSAIT ACS WILL NOT UNDER ANY CIRCUMSTANCES BE LIABLE UNDER ANY THEORY OR RECOVERY, WHETHER BASED IN CONTRACT, IN TORT (INCLUDING NEGLIGENCE AND STRICT LIABILITY), UNDER WARRANTY, OR OTHERWISE, FOR ANY (i) INDIRECT, SPECIAL, INCIDENTAL OR CONSEQUENTIAL LOSS OR DAMAGE WHATSOEVER; (ii) DAMAGE TO OR LOSS OF PROPERTY OR EQUIPMENT; (iii) LOSS OF PROFITS OR REVENUE OR BUSINESS INTERRUPTION; (iv) LOSS OF USE OF CUSTOMER'S MATERIAL, EQUIPMENT OR SYSTEMS; (v) INCREASED COSTS OF ANY KIND, INCLUDING BUT NOT LIMITED TO CAPITAL COST, OR CLAIMS OF CUSTOMER'S CLIENTS; (iv) LOSS OR CORRUPTION OF DATA, EVEN IF ADVISED OF THE POSSIBILITY OF SUCH EXISTENCE.

10.2 CUSTOMER EXPRESSLY AGREES THAT THE REMEDIES PROVIDED HEREIN ARE EXCLUSIVE AND THAT UNDER NO CIRCUMSTANCES SHALL THE TOTAL AGGREGATE LIABILITY OF MINSAIT ACS UNDER ANY THEORY OF RECOVERY, WHETHER BASED IN CONTRACT, IN TORT (INCLUDING NEGLIGENCE AND STRICT LIABILITY), UNDER WARRANTY, OR OTHERWISE, EXCEED THE AMOUNT (EXCLUDING REIMBURSABLE EXPENSES AND TAXES) INVOICED BY MINSAIT ACS AND PAID FOR BY CUSTOMER DURING THE PRECEDING TWELVE (12) MONTHS FROM THE DATE THE CLAIM FIRST AROSE UNDER THE APPLICABLE PO.

10.3 THE PROVISIONS OF THIS SECTION 10 SHALL PREVAIL OVER ANY CONFLICTING OR INCONSISTENT PROVISIONS SET FORTH ELSEWHERE IN THIS GTC, IN THE PROPOSAL OR IN ANY PO.

11. Force Majeure

11.1 Notwithstanding any other provision of these GTC, the Proposal or any PO, Minsait ACS will not be liable for any delay or failure to perform any of its obligations under the Proposal and the applicable PO if such failure or delay is due to an act of God, insurrection or civil disorder, war or military operations, national or local emergency, acts or omission of local or foreign Government or other competent authority, epidemics, pandemics, fire, lightning, explosion, flood, subsidence, inclement weather, acts or omission of persons, bodies or entities for whom Minsait ACS is not responsible or any other cause, whether similar or dissimilar to the foregoing, that is outside the reasonable control of Minsait ACS.

12. Termination

12.1 Either Party (the "Terminating Party") may terminate the Proposal or any PO immediately by notice in writing to the other Party (the "Other Party") if:

a) performance of any material obligation by the Other Party is overdue by a period of at least sixty (60) days and the breach of that obligation is not capable of being remedied;

b) the Other Party breaches any provision which is capable of being remedied and fails to remedy the breach within sixty (60) days of written notice from the Terminating Party requiring the breach to be remedied;

c) the Other Party provides materially false or misleading information to the Terminating Party in respect of the Other Party's obligations or its performance or proposed

performance (for example, if the Customer provides false or misleading information about its use of the Services);

d) the Other Party becomes, threatens or resolves to become or is in jeopardy of becoming subject to any form of insolvency administration;

e) in the reasonable opinion of the Terminating Party, the Other Party's capacity or ability to undertake its obligations under the Contract has materially diminished and is likely to remain materially diminished for an unreasonable period.

12.2 The termination of the Proposal or any PO shall be without prejudice to the rights and entitlements of the Parties prior to the date of termination. In the event of termination, Customer shall pay Minsait ACS for all the Services rendered, Products delivered, and expenses incurred prior to the date of termination.

13. Export Control Laws

13.1 Each Party will comply with local and foreign export control laws, including U.S. export control laws. Without limiting the foregoing, Customer represents and warrants that: (i) it is not located in, and will not use any Minsait ACS Products from, any country subject to U.S. export restrictions; and (ii) Customer is not prohibited from participating in U.S. export transactions by any federal agency of the U.S. government. In addition, Customer is responsible for complying with any local laws that may impact Customer's right to import, export, or use Minsait ACS Products or any of them.

14. Anti-Bribery and Anti-Corruption

14.1 The Parties and their Affiliates have not taken any action that will is or would be in breach of any applicable laws for the prevention of fraud, bribery, corruption, racketeering, money laundering or terrorism, including but not limited to the U.S. Foreign Corrupt Practices Act, the U.K. Bribery Act, plus any other anti-bribery or anti-corruption law or treaty applicable to the Parties and their Affiliates.

14.2 The Parties have and shall maintain in place throughout the provision of Services policies and procedures to confirm compliance with applicable laws relating to anti-bribery and anti-corruption. Neither Party shall accept, offer or make any payment or provide anything else of value, or take or fail to take any other action which is either prohibited or required by applicable laws in connection with the Proposal or any PO.

15. General Provisions

15.1 Entire Agreement. These GTC, the Proposal and any PO constitute the entire agreement, and supersede any previous agreements or understandings between the Parties relating to the subject matter hereof.

15.2 Non-Solicitation. During the period that Minsait ACS is providing Services to Customer and for one (1) year thereafter, Customer shall not, directly or indirectly, knowingly solicit or recruit for employment or hire, or make a recommendation, or referral or otherwise knowingly assist or facilitate the solicitation or recruitment of any Minsait ACS employee engaged in the performance of the Services, for employment by Customer or any other entity. To "knowingly" solicit, recruit, hire, assist or facilitate, within the meaning of this provision, does not include, and therefore does not prohibit, solicitation, recruitment or hiring of a Minsait ACS employee by Customer or another entity if the employee was identified solely as a result of the employee's response to a general advertisement in a publication of trade or industry interest or other similar general solicitation.

15.3 No Assignment. Neither Party will assign or transfer or purport to assign or transfer any right or obligation under the Proposal or any PO except with the prior written consent of the other Party (such consent not to be unreasonably withheld or delayed).

15.4 No Waiver. No right under these GTC shall be deemed to be waived except by notice in writing signed by each Party. A waiver by any Party pursuant to this Subsection will not jeopardize its rights in respect of any subsequent breach of the other Party's obligations. Any failure by any Party to enforce any provision of these GTC, or for any forbearance, delay or indulgence granted by any Party to the other Party, will not be construed as a waiver of the first Party's rights under these GTC.

15.5 Severability. If any part of these GTC is held invalid, unenforceable or illegal for any reason, the GTC shall remain otherwise in full force apart from such provision, which shall be deemed deleted.

15.6 Waiver of Jury Trial. Each Party hereby irrevocably waives its rights to trial by jury in any action or proceeding arising out of these GTC, the Proposal or any PO or the transactions relating to its subject matter.

15.7 Governing Law and Jurisdiction. These GTC, the Proposal and any PO shall be governed by, and construed and enforced in accordance with the laws of the State of Georgia, without regard to its conflict or choice of laws principles. Customer and Minsait ACS each agree to submit to the jurisdiction of the courts of the State of Georgia and to waive any and all jurisdictional, venue or inconvenient forum objections thereto.

SOFTWARE LICENSE AND MAINTENANCE AGREEMENT

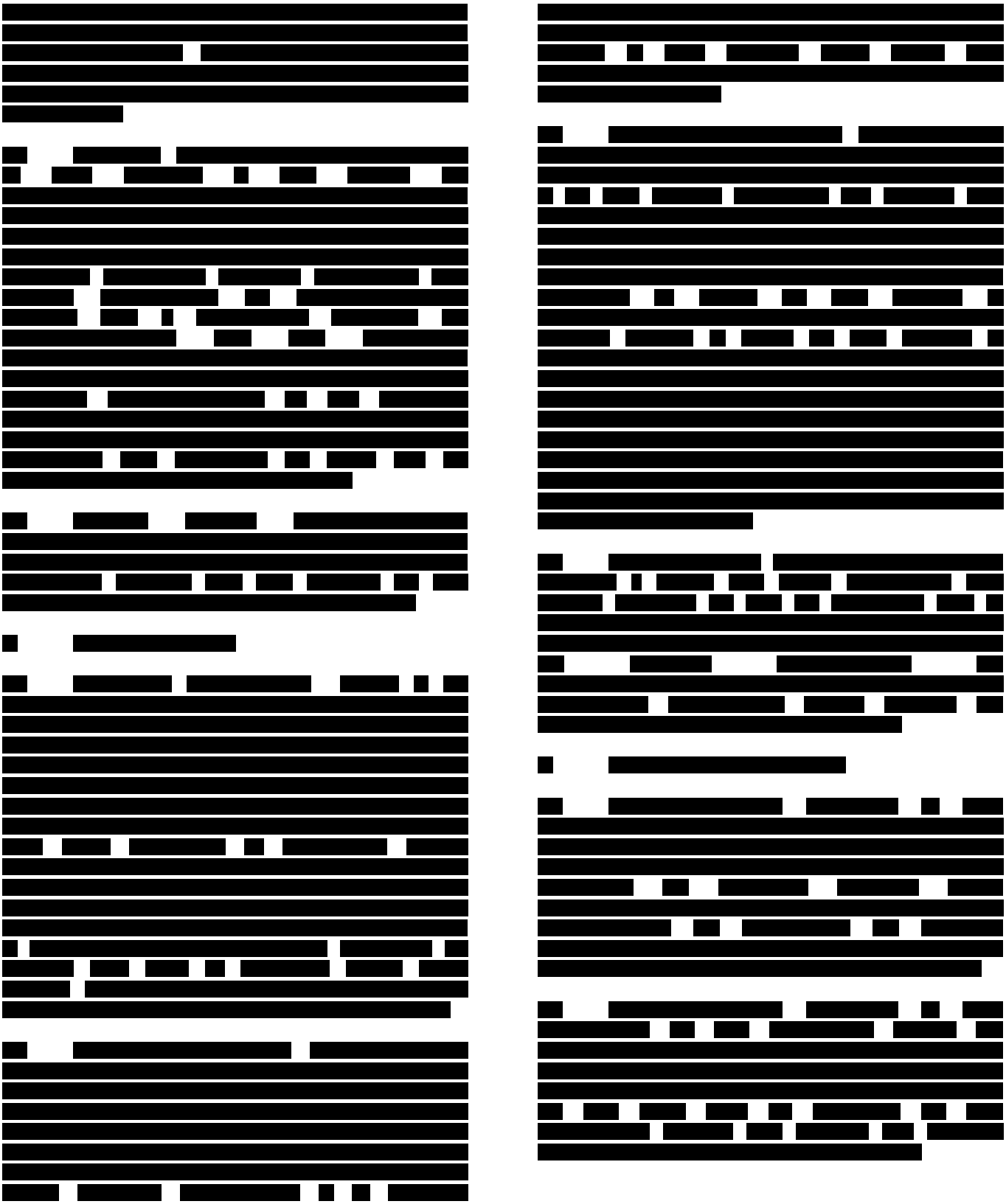
This Software License and Maintenance Agreement (this "**Agreement**") is made effective as of the ___ day of _____, 20___ (the "**Effective Date**"), by and between Advanced Control Systems, Inc., an Indra company and affiliates ("**ACS**"), a state of Georgia corporation, with offices at 2755 Northwoods Parkway, Peachtree Corners, Georgia 30071, USA, and [INSERT NAME HERE], ("**Licensee**"), a [INSERT STATE AND TYPE OF ENTITY HERE] with offices at [INSERT CORPORATE LEGAL/HQ ADDRESS HERE].

ACS and Licensee agree as follows:

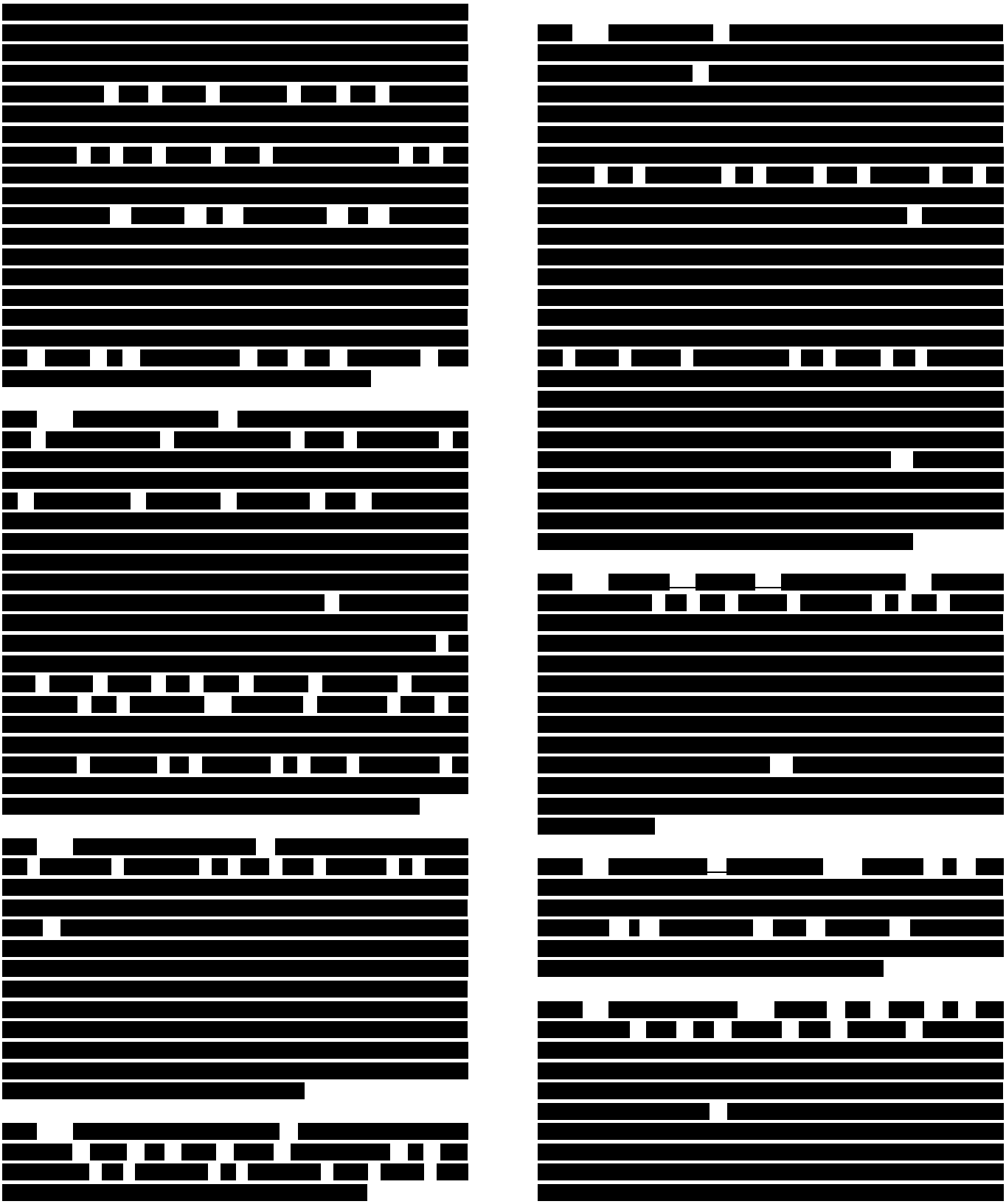
[redacted]

[redacted]

[redacted]



[redacted]



[redacted]

[redacted]

[redacted]

IN WITNESS WHEREOF, the undersigned, intending to be legally bound, have duly executed this Agreement as of the Effective Date.



EXHIBIT B – Maintenance Services

The scope of the maintenance services will be the same as the current on-going support agreement in place, subject to additional support fees for the new software.

AGENDA ITEM SUMMARY

ITEM SUMMARY:

Consider the minutes of the City of Griffin Board of Commissioners' Regular Meeting on February 8, 2022.

SPECIAL CONSIDERATIONS OR CONCERNS:

N/A

STAFF RECOMMENDATION:

N/A

FINANCIAL IMPACT:

N/A

Submitted By:

Susan Bartholomew

Meeting Date:

22/02/2022

Reviewed By:

Jessica O'Connor

ATTACHMENTS:

02-08-22 Minutes.pdf

CITY OF GRIFFIN BOARD OF COMMISSIONERS
REGULAR SCHEDULED MEETING
ONE GRIFFIN CENTER, W. ELMER GEORGE MUNICIPAL HALL
TUESDAY, FEBRUARY 8, 2022

Mayor Hollberg presided, convening the meeting at 6:00 p.m. Commissioners present included Cynthia Ward, Cora Flowers, Holly Murray, David Brock, Truman Tinsley and Rodney McCord. Also present were City Manager Jessica O'Connor, City Attorney Drew Whalen and Felicia Trammel to record minutes.

Call to order by Mayor Hollberg
Pledge of Allegiance ..... Commissioner Flowers
Invocation ..... Commissioner Tinsley

Approval of Agenda

Motion/second to amend the agenda to add item 5a by Commissioners Tinsley/McCord carried 7-0.

PRESENTATIONS AND DELEGATIONS

1. Recognize Fleet Maintenance Mechanic, Tyler Wilson, as January Strongest Link in the Chain award recipient. *Chris Walker, Public Works Director will address.*

   Chris Walker addressed the commission and presented the Strongest Link in the Chain to Tyler Wilson. Tyler Wilson thanked everyone and stated the City is the place to be.

2. Presentation of proclamation declaring February 18, 2022 to be Arbor Day 2022 in Griffin, Georgia. *Griffin Environmental Council Chairperson, Jason Chance will accept the proclamation.*

   Mayor Hollberg presented Jason Chance and the Environmental Council with the 2022 Arbor Day Proclamation.

   Mr. Chance thanked the commission and reminded everyone of the Arbor Day activities that will take place on February 18th.

3. Presentation of Proclamation declaring February to be Black History Month.

   Commissioner McCord addressed the commission and presented Ms. Cynthia Ward with the Black History Month 2022 proclamation. Commissioner McCord also wanted to recognize Dr. Mark Crump who could not be at tonight's meeting and received his Black History Month Proclamation on Monday.

   Ms. Ward addressed the commissioners and thanked them and her family for the recognition she received.

CITIZEN COMMENTS

At this time, the Mayor opens the floor to comments from the audience. Comments should relate to a specific agenda item, not listed on the agenda for a Public Hearing, or to a concern within the jurisdiction of the City. Commission meetings serve the purpose of conducting city business and are not a forum for the unlimited expression of opinion. The Mayor reserves the right to limit comments to matters germane to city business and may refer speakers to the City Manager or other staff for resolution.

There were no citizen comments.

CONSENT AGENDA

4. Consider declaring as surplus Unit 1101, a 1999 Ford Ranger, and Unit 1110, a 1999 Ford F-150. *Director of Watershed Management, Brant Keller will address.*

5. Consider declaring six seized vehicles, a 2004 Chevrolet Impala, a 2005 Nissan Altima, a 2014 Mercedes Model C, a 2011 International 4000, a 2002 Nissan Frontier, and a 2005 Honda

Accord, as surplus for sale or as "trade-ins" for acquisition of additional undercover vehicles as needed. *Police Chief Michael Yates will address.*

5a. Consider declaring surplus Unit 869, a 1998 Chevrolet Lumina. Director of Watershed Management, Brant Keller will address.

6. Consider declaring as surplus Unit 316, a 1993 GMC 3/4 ton pickup, used by the Fire Department. *Fire Chief, John Hamilton will address.*

7. Consider a Task Order Form from Paragon Consulting Group in the amount of $49,540.00 for the Elles Way connector project. *Public Works Director, Chris Walker will address.*

8. Consider purchase of 104 Itron electric meters from Anixter, sole source, in the amount of $30,435.30. *Electric Director, Jennifer Freeman will address.*

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

REGULAR AGENDA

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

9. Consider minutes of the City of Griffin Board of Commissioners' Goals Workshop and Regular Meetings on January 25, 2022.

Motion/second to approve minutes of the City of Griffin Board of Commissioners' Goals Workshop and Regular Meetings on January 25, 2022 by Commissioners Tinsley/Murray carried 6-0-1. Commissioner Brock abstained because he did not attend the meeting.

10. Reconsider a Memorandum of Understanding with Georgia Interlocal Risk Management Agency ("GIRMA") to resolve a claim presented by Mr. Louis Thacker, owner of property located at 113 E. Solomon Street, Griffin, GA (Parcel No. 013 34008A), for damage sustained to his property due to issues with a common wall owned by the City of Griffin on property located at 111 E. Solomon Street, Griffin, GA (Parcel No. 013 34008). *City Manager Jessica O'Connor will address.*

Mayor Hollberg recused himself from the discussion and vote as he is the insurance agent for Mr. Louis Thacker.

Commissioner Flowers stated she seconded the item, but she explained that she is still very uncomfortable. She did not previously support this item because of the way the claim came to the City. Formal notification should have been made for this claim as opposed to what happened. She is still uncomfortable with this, but the City has a responsibility to maintain this wall. Ms. Flowers stated that the reason she is supporting this now is that as we move forward, we still maintain responsibility for the insured property. If there is another claim in the future, the City will be covered. She is still very uncomfortable with the way this claim was brought to the City and in the future we need to make sure the proper procedure is followed.

Motion/second to approve a Memorandum of Understanding with Georgia Interlocal Risk Management Agency ("GIRMA") to resolve a claim presented by Mr. Louis Thacker, owner of property located at 113 E. Solomon Street, Griffin, GA (Parcel No. 013 34008A), for damage sustained to his property due to issues with a common wall owned by the City of Griffin on property located at 111 E. Solomon Street, Griffin, GA (Parcel No. 013 34008) by Commissioners Murray/Flowers carried 6-0-1. Mayor Hollberg recused himself from the discussion and vote as he is the insurance agent for Mr. Louis Thacker.

11. Appoint District 4 Representative to the Planning and Zoning Board for a three-year term to succeed Joanne Todd whose term expired 12/31/2021.

Commissioner Brock appointed Joanne Todd.

12. Appoint Commissioner to the Griffin-Spalding Airport Authority for a term concurrent with his/her City Commissioner term of office to succeed Commissioner Truman Tinsley whose term expired 12/31/21.

    Mayor Hollberg nominated Commissioner Truman Tinsley. Motion/second to close nominations by Commissioners Murray/Flowers carried 7-0.
    Appointed: Commissioner Truman Tinsley

13. Appoint Commissioner to the Board of Health for a term concurrent with his/her City Commission term of office to succeed Commissioner Holly Murray whose term expired 12/31/21.

    Commissioner McCord nominated Commissioner Holly Murray. Motion/second to close nominations by Commissioners Ward/Tinsley carried 7-0.
    Appointed: Commissioner Holly Murray

14. Appoint Commissioner to the Downtown Development Authority for a term concurrent with his/her term of office to succeed Commissioner Holly Murray whose term expired 12/31/21.

    Commissioner Tinsley nominated Commissioner Holly Murray. Motion/second to close nominations by Commissioners McCord/Tinsley carried 7-0.
    Appointed: Commissioner Holly Murray

15. Consider a resolution to amend the City of Griffin's FY 2021-2022 Operating and Capital Budget in the amount of $336,645.26 to reallocate $286,530.26 as housekeeping requirements and appropriate $50,115 to Watershed Management Fund. *Chief Financial Officer, Markus Schwab will address*.

    Motion/second to approve a resolution to amend the City of Griffin's FY 2021-2022 Operating and Capital Budget in the amount of $336,645.26 to reallocate $286,530.26 as housekeeping requirements and appropriate $50,115 to Watershed Management Fund by Commissioners Murray/Ward carried 7-0.

16. Consider a resolution to amend the City of Griffin's FY 2021-2022 Operating and Capital Budget in the amount of $743,750 to recognize revenue from Transportation Special Purpose Local Option Sales Tax (T-SPLOST) Proceeds and to appropriate funds to Capital Outlay - Infrastructure. *Chief Financial Officer, Markus Schwab will address*.

    Motion/second to approve a resolution to amend the City of Griffin's FY 2021-2022 Operating and Capital Budget in the amount of $743,750 to recognize revenue from Transportation Special Purpose Local Option Sales Tax (T-SPLOST) Proceeds and to appropriate funds to Capital Outlay - Infrastructure by Commissioners Tinsley/Murray carried 7-0.

17. Consider installation of an S2 security system for doorway and access control for One Griffin Center in the amount of $89,161.80, purchased from GA State contract and lowest bidder, Netplanner Systems, Inc. *Chief Technology Officer Gibb Cotton will address.*

    Motion/second to approve installation of an S2 security system for doorway and access control for One Griffin Center in the amount of $89,161.80, purchased from GA State contract and lowest bidder, Netplanner Systems, Inc. by Commissioners Ward/Murray carried 7-0.

18. Consider Resolution and authorize the Mayor to execute the 2022 Community Development Block Grant (CDBG) application for $1,000,000 to the Georgia Department of Community Affairs (DCA) to make public water and sewer infrastructure improvements in the Melrose Avenue and Garrett Street area. *Planning & Development Director, Chad Jacobs will address.*

    Motion/second to approve a resolution and authorize the Mayor to execute the 2022 Community Development Block Grant (CDBG) application for $1,000,000 to the Georgia Department of Community Affairs (DCA) to make public water and sewer infrastructure improvements in the Melrose Avenue and Garrett Street area by Commissioners Ward/Murray carried 7-0.

19. Consider a contract with Custom Sign Factory, lowest responsive bid, for a City-County wayfinding signage system in the amount of $117,431.30. *Economic Development Director, Patrick Kay will address.*

    Motion/second to approve a contract with Custom Sign Factory, lowest responsive bid, for a City-County wayfinding signage system in the amount of $117,431.30 by Commissioners Tinsley/Murray carried 7-0.

20. Consider the purchase of a Sutphen Heavy Duty Custom Pumper and equipment in the amount of $642,143.85 from Williams Fire Apparatus Inc., Sourcewell Contract. *Fire Chief John Hamilton will address*.

    Motion/second to approve the purchase of a Sutphen Heavy Duty Custom Pumper and equipment in the amount of $642,143.85 from Williams Fire Apparatus Inc., Sourcewell Contract by Commissioners Ward/McCord carried 7-0.

21. Consider an Adopt-A-Street Agreement between the City of Griffin and GAAC Delta Sigma Theta Sorority to adopt Blanton Avenue from 3rd Street to 6th Street. *Public Works Director, Chris Walker, will address.*

    Motion/second to approve an Adopt-A-Street Agreement between the City of Griffin and GAAC Delta Sigma Theta Sorority to adopt Blanton Avenue from 3rd Street to 6th Street by Commissioners McCord/Murray carried 7-0.

22. Consider the purchase of 400 95-gallon trash carts and 200 65-gallon trash carts in the total amount of $38,347.05 from Toter, which is a subsidiary of Wastequip Inc., through Sourcewell State purchasing contract, authorize the Mayor and City Manager to execute any necessary documents to effectuate the purchase of same, and amend the budget accordingly. *Solid Waste Director, Todd Ennis will address*.

    Motion/second to approve the purchase of 400 95-gallon trash carts and 200 65-gallon trash carts in the total amount of $38,347.05 from Toter, which is a subsidiary of Wastequip Inc., through Sourcewell State purchasing contract, authorize the Mayor and City Manager to execute any necessary documents to effectuate the purchase of same, and amend the budget accordingly by Commissioners Ward/Brock carried 7-0.

23. Consider Executive Session pursuant to O.C.G.A. Section 50-14-3(b)(1)(B) for the purpose of authorizing negotiations to purchase, dispose of or lease property.

    Motion/second to enter closed session at 6:44 p.m. pursuant to O.C.G.A. Section 50-14- 3(b)(1)(B) for the purpose of authorizing negotiations to purchase, dispose of or lease property by Commissioners Tinsley/McCord carried 7-0.

CITY MANAGER'S REPORT

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

1. Ms. O'Connor shared how thankful she was to be a part of awarding the Black History Month Proclamation this year.
2. She reminded everyone of the Arbor Day Celebration that will be on February 18, 2022 at 9 a.m. at City Park and 10 a.m. to 2p.m. at the Library.
3. Ms. O'Connor advised the board that she has been appointed to the GMEBS Board. She hopes to share much useful information to the City while participating on this board.

CITY ATTORNEY COMMENTS

Mr. Whalen congratulated Commissioner Ward on her recognition, and Ms. O'Connor on her appointment to the GMEBS Board.

COMMISSIONER REPORTS

Ward: Commissioner Ward thanked everyone again for the recognition she received. She wanted to also recognize a very close family friend who recently passed, Oscar Jordan. He was the first African American police officer in Spalding County. He was very instrumental to the community and to her personally.

Flowers: Commissioner Flowers wanted to remind everyone of the Searcy Street intersection and the importance of finding a solution for that intersection. This week a car drove on to the tracks and had to be towed off. This is the second one she has seen recently. Commissioner Flowers congratulated Ms. Ward on her recognition.

Murray: Commissioner Murray congratulated Ms. Ward on her recognition and congratulated Tyler Wilson for receiving the Strongest Link Award.

Brock: Commissioner Brock thanked everyone at the City and County for the support they showed for his brother-in-law, Bart Miller, who passed away. He shared that he and his wife are both recovering from COVID-19 and doing much better. He is glad to be back.

Tinsley: Commissioner Tinsley congratulated Ms. Ward on her recognition.

McCord: Commissioner McCord recognized Mr. Oscar Jordan. He was very strong in his faith and that showed in everything he did. Commissioner McCord also congratulated Ms. Ward again saying it was an honor to present the proclamation tonight. Mr. McCord wanted to recognize the young men who passed and were injured in the accident on Sunday morning. Our community is going through a lot, and we need all of the prayers. He also wished his son, Jordan, Happy Birthday.

Hollberg: Mayor Hollberg wanted to give a shout out to Code Enforcement and all they are doing and Chris Walker and his team who are working with the County on sidewalks. He wanted to recognize a gentleman who has owned a lot of businesses in Griffin whose funeral service is tonight, Mr. Don Rainwater.

ADJOURN

Motion/second at 7:12 p.m. to adjourn the meeting by Commissioners Ward/Flowers carried 7-0.

Respectfully submitted,

_____ _____

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

AGENDA ITEM SUMMARY

ITEM SUMMARY:

Consider a variance request to allow a Place of Assembly on a tract less than the required two acre minimum for property located at 220 E. Solomon Street. *Principal Planner, Michelle Haynes, will address.*

SPECIAL CONSIDERATIONS OR CONCERNS:

The applicant, Josh Abernathy with City Church, is requesting a variance for Article 721F 3(b) which states that a Place of Assembly shall be located on a tract of land not less than two acres in area and having a street frontage of not less than 200 feet. While this parcel meets the road frontage requirement, the 0.86 +/- acre tract of land does not meet the 2 acre area requirement. On January 25, 2022 the Board of Commissioners approved a Special Use Permit at this location with the condition that a variance for lot size be approved.

STAFF RECOMMENDATION:

Staff recommends approval.

FINANCIAL IMPACT:

N/A

Submitted By:
Chad Jacobs

Meeting Date:
22/02/2022

Reviewed By:
Jessica O'Connor

ATTACHMENTS:
Application, 220 E. Solomon St.pdf
220 E Solomon St. Staff Report.pdf

PLANNING AND DEVELOPMENT SERVICES DEPARTMENT

APPLICATION FOR VARIANCE

Date Received: 1-14-22 Application Number: 22-VAR-01

Applicant: Josh Abernathy / City Church Telephone Number: (770)846-1380

Email Address: josh@citychurchgriffin.org

Address: 545 N. Expressway Griffin, GA 30233

Project Name/Description: City Church

Address/Location: 220 E. Solomon St. Griffin, GA 30223

Tax Map 017 Block 45 Lot Number 002

Zoning CBD Parcel(s) Size: .86 acres (acres or square feet)

Applicant is: Property Owner_____ Engineer:_____ Architect:_____

Realtor:_____ Other: Buyer of Property

Application fee amount: 250.00

Paid by: _____ Check (check #_____) _____Cash

_____Cashier's Check ___X___ Other

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

_____ Date: 1/14/22

Signature of Applicant (or authorized representative)

PLANNING AND DEVELOPMENT SERVICES DEPARTMENT

VARIANCE QUESTIONNAIRE

Date Submitted: 1/14/22 Application Number: 22-VAR-01

Applicant Name: Josh Abernathy / City Church

Address of Property: 220 E Solomon St. Griffin, GA 30223

Tax Map, Block and Lot Number: _____

Applicable Zoning Ordinance Section: _____

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

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

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

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

Authentisign ID: BBFA92B9-B019-4659-9347-3F344DDE220C

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

PLANNING AND DEVELOPMENT SERVICES DEPARTMENT

OWNER'S AUTHORIZATION

This is to certify that:

Josh Abernathy / City Church

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

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

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

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

Applicant: Josh Abernathy Telephone Number: (770)846-3180

Address: 545 N. Expressway Griffin, GA 30223

Authentisign

1/13/2022 6:36:24 PM EST

Signature of Owner Date: 01/13/2022

Signature of Representative Date: 1/14/2022

Notary Signature and Seal Barbara Shirley

Commission expiration date: 06/02/2024



Griffin

PLANNING AND DEVELOPMENT SERVICES DEPARTMENT
CONFLICT OF INTEREST DISCLOSURE

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

____ Yes ___X___ No

If yes, please complete the following section:

Name and Official Position of Government Official:

_____

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

_____

_____

_____

_____ Date: 1/14/22

Signature of Applicant

Josh Abernathy

Printed Name

_____ Date: _____

Signature of Applicant's Attorney or Representative

_____

Printed Name

1. **For what reason is (are) the Variance(s) being requested, and why is it necessary for the development of the subject property?**

Code 721 F3B states that in order to be granted a Assembly zoning permit the property must be 2 acres and our applied for property is .86 acres. We are not able to expand property lines/ parcel.

2. What special considerations or circumstances exist that is peculiar to the subject property, and that is not applicable to other property in the same zoning district, that makes the need for a Variance unique?

As a church, we are applying for Places of Assembly zoning. Code 721 F3B states that in order to be granted a Assembly zoning permit the property must be 2 acres and our applied for property is .86 acres. We will believe that this space will add value to the city in multiple ways. The first being that it will be a multipurpose space that can facilitate conferences, seminars, trainings, and events. All of our equipment will be "portable" so we can accommodate other organizations. Our hope is to breathe more life into downtown. We have currently put on 15 movie in the parks in the field across the street and believe this facility will allow to offer more activities for our city. It will also provide a set of permanent bathrooms that can be used for any event downtown (upon request and approval). In phase 2 of the building, we will be using the event space and creating a market area for businesses to rent to serve as a starting point to get into a store front building. We will also be providing grants and offering courses to these businesses to help them grow their business.

3. Explain why and how the special conditions or circumstances described in Question #2 are not self-imposed actions created by the property owner.

This would be considered "self imposed" because we knowingly are aware of the code, however, we do feel that the property to allow us to utilize the property in its full capacity to better serve the city of Griffin and meets all other code requirements.

4. Explain how the City if Griffin Unified Development Code (UDC) provisions or other regulations would deprive the property owner of rights commonly enjoyed by other properties in the same zoning district and would cause unnecessary hardship for the property owner.

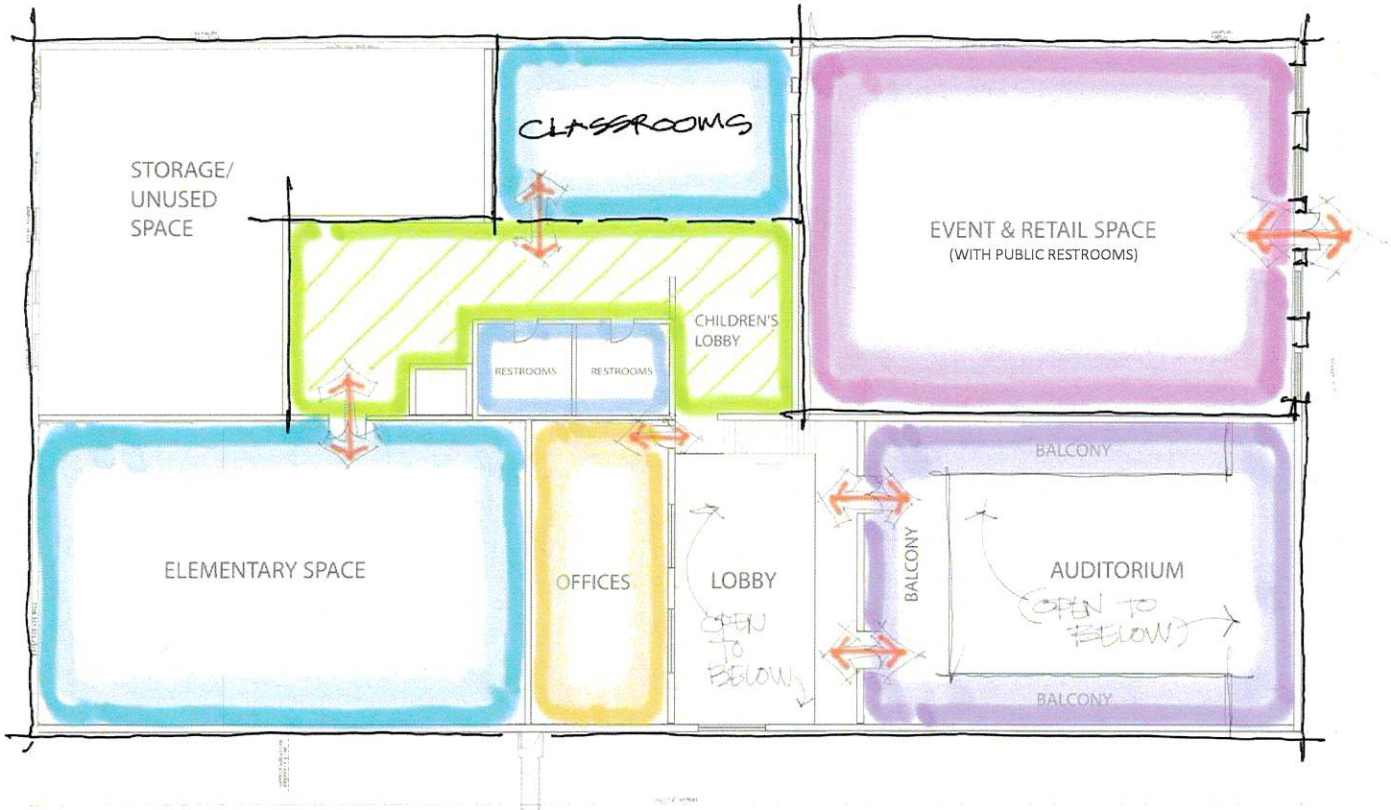
Code 721 F3B states that in order to be granted a Assembly zoning permit the property must be 2 acres and our applied for property is .86 acres. We are not able to expand property lines/ parcel.

5. Is the Variance, if granted, the minimum variance that would allow reasonable use of the property? How and why is that the case?

Yes it is.

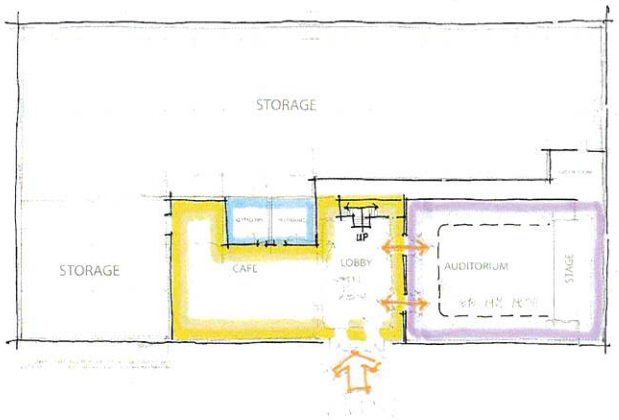
6. Explain how granting the Variance request would be consistent with the general intent and purpose of the City of Griffin UDC.
This variance requests aligns with the Planning and Zonings requests to apply for the variance as a recommendation from the board in our zoning process.

7. Will the Variance, if granted, be injurious to the surrounding properties or detrimental to health, safety, or welfare of the general public? If not, please explain.
No, it will not. We believe it will benefit our neighbors, community, and the downtown in many ways. The main usages of this building will be for church and community gatherings. There will be various spaces that will be available for rental for anything from board meetings, to events, to productions, to gatherings. We will use the building on Sundays from 6am - 1pm for Sunday Services. There will be a set of restrooms that will be accessible from Solomon St. that can be used for events happening downtown. There will also be 4,000 sq. Ft event space that are available upon rental request. Our entire building will be available for use and rent as needed. Our primary focus during the week will be building up local businesses.

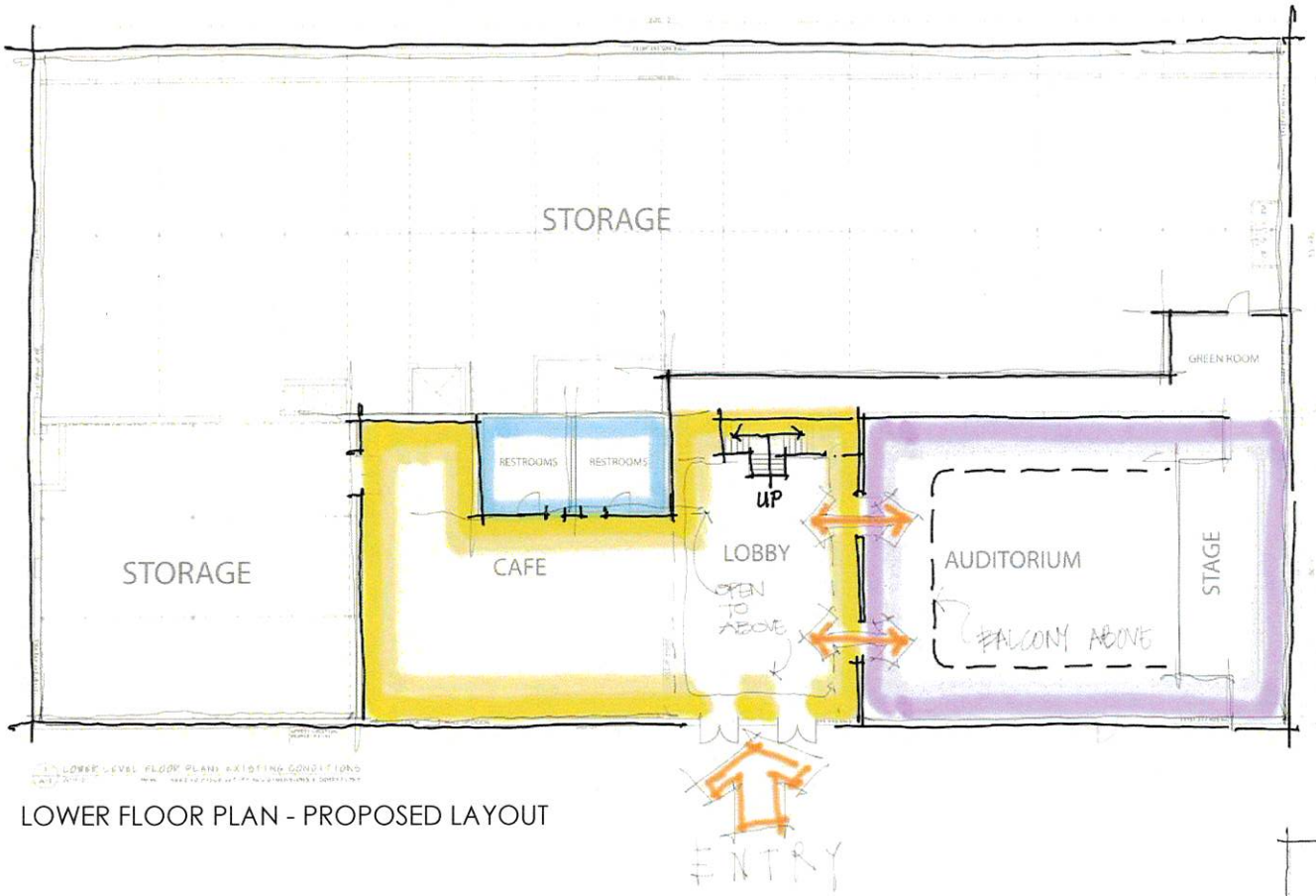


UPPER FLOOR PLAN - PROPOSED LAYOUT

LOWER FLOOR PLAN (REFERENCE)

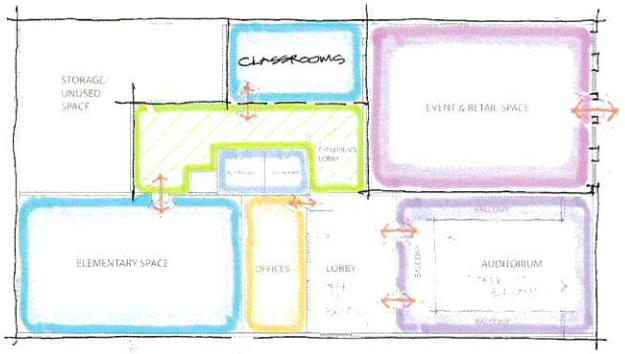


CITY CHURCH GRIFFIN
220 E. SOLOMON STREET

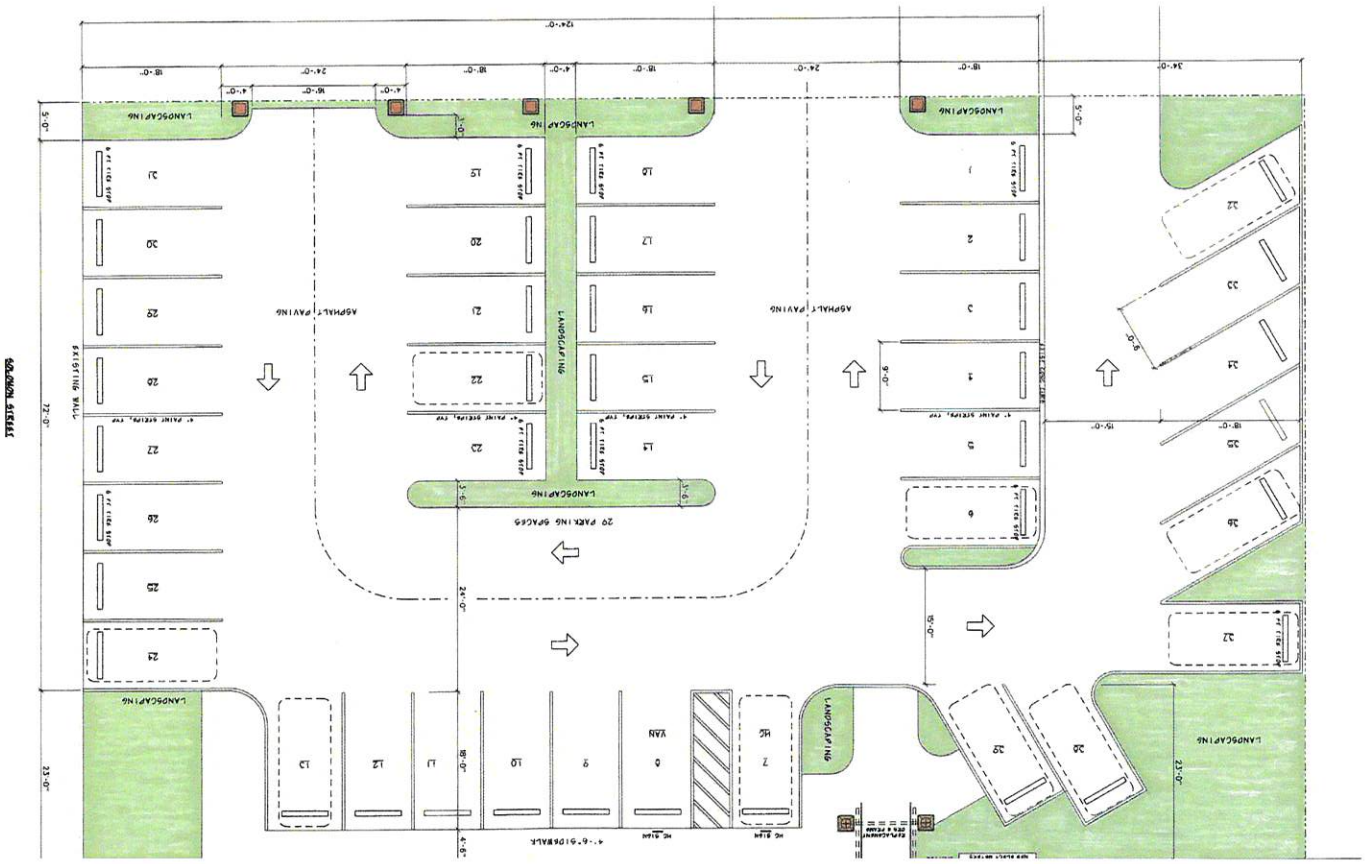


LOWER FLOOR PLAN - PROPOSED LAYOUT

UPPER FLOOR PLAN (REFERENCE)



CITY CHURCH GRIFFIN
220 E. SOLOMON STREET



CITY CHURCH **GRIFFIN**

220 E. SOLOMON STREET

Variance
220 East Solomon Street
Project No. 22-VAR-01

Applicant: Josh Abernathy
Owner: City Church



Current Land Use Classification	Commercial
Current Zoning	Central Business District, CBD
Proposed Variance	Two-acre requirement for a Place of Assembly
Parcel Size	0.86 +/-
Map, Block & Lot Number	017 45002
City Commission	February 22, 2022
District Commissioner Member	Cora Flowers
Citizen Notification	Legal Notice was run in the February 4, 2022 edition of the *Griffin Daily News* for the City Board of Commissioners Public Hearing. Signage was placed on the property illustrating the purpose, date and time of the meeting on February 22, 2022.

Proposal/Site Location:
The applicant, Josh Abernathy with City Church, is requesting a variance for Article 721F 3(b) which states that a Place of Assembly shall be located on a tract of land not less than two acres in area and having a street frontage of not less than 200 feet. The current site is approximately a 0.86 +/- acre tract of land. Although this parcel does meet the road frontage requirement for a Place of Assembly, the size requirement is not able to be met.



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

Article 410 Variance
Article 721(F) Place of Assembly

Article 410, Variance Standards for Review:

1. **There are extraordinary and exceptional conditions pertaining to the particular piece of property in question because of its size, shape, or topography;**
   There are extraordinary and exceptional conditions pertaining to this particular piece of property as it relates to its size and shape. This parcel is 0.86 acres in size and according to Article 721F 3(b), a Place of Assembly shall be located on a tract of land not less than two acres in area and having a street frontage of not less than 200 feet. It is not possible for the parcel to increase to the required two (2) acres. This property does meet the requirement for the street frontage.

2. **The application of these regulations to this particular piece of property would create a practical difficulty or unnecessary hardship.**
   The application of a Place of Assembly, (POA) physical requirements to this property would create a practical difficulty or unnecessary hardship with regards to the size of the parcel. The goal for this property is to create a community minded, family friendly place of assembly that will benefit the neighbors, community, and the downtown area in many ways. City Church has been extremely involved in the activities and events downtown. Moving the church to the

Solomon Street location will allow City Church to offer more services to the community and also allow the citizens to access the building during the various downtown events.

3. **Such conditions are peculiar to the piece of property involved.**
   Such conditions are peculiar to the piece of property involved as the property is large enough to house the church and the parking is adequate for the size and use of the building.

4. **Relief, if granted, would not cause substantial detriment to the public good or impair the purposes and intent of these regulations, provided, however, that no Variance may be granted for a use of land or building or structure that is prohibited by this Ordinance.**
   If granted, the variance should not cause substantial detriment to the public good or create a negative impact on the surrounding properties.

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

Planning & Development Department Review:

Planning Staff has reviewed the applicant's request for a variance for Article 721F 3(b) which states that a Place of Assembly shall be located on a tract of land not less than two acres in area and having a street frontage of not less than 200 feet. The current site is approximately a 0.86 +/- acre tract of land. The size requirement is not able to be met as the entire block is 1.99 +/-acres. All other requirements, such as parking and road frontage, have been met.

Planning Staff Recommendation:

Planning & Development staff recommends **APPROVAL** of the variance request (22–VAR-01) submitted by Josh Abernathy to allow a Place of Assembly on a parcel that is less than two (2) acres at 220 East Solomon Street.

Submitted by:

Michelle Haynes
Principal Planner
Planning and Development Services

AGENDA ITEM SUMMARY

ITEM SUMMARY:

Consider resolution authorizing Chief Technology Officer (Gibb Cotton) or his designee to act as Certifying Officer for compliance with FCC rules and regulations pertaining to Customer Proprietary Network Information (CPNI) and appointing Chris Sprayberry as designee authorized to act as Certifying Officer for the same. *Chief Technology Officer, Gibb Cotton will address.*

SPECIAL CONSIDERATIONS OR CONCERNS:

City of Griffin provides telecommunication services and is thereby regulated by the Federal Communication Commission (FCC). Section 64.2009(e) of the FCC rules require the City as a provider to submit an annual Customer Proprietary Network Information (CPNI) Certification verifying compliance with FCC rules and further requires the City to appoint a contact person for customer complaints. This resolution would authorize the City's Chief Technology Officer, currently Gibb Cotton, or his designee, to act as the Certifying Officer. The Resolution also appoints Chris Sprayberry as the Chief Technology Officer's designee authorized to act as the Certifying Officer for purposes of complying with the FCC rules and regulations.

STAFF RECOMMENDATION:

Staff recommends approval.

FINANCIAL IMPACT:

N/A

Submitted By:
Kelsey Carden

Meeting Date:
22/02/2022

Reviewed By:
Jessica O'Connor

ATTACHMENTS:
Resolution - Chief Technology Officer Authority for FCC Certification.docx

No. 22-

A RESOLUTION

A RESOLUTION BY THE BOARD OF COMMISSIONERS FOR THE CITY OF GRIFFIN, GEORGIA, AUTHORIZING THE CITY OF GRIFFIN CHIEF TECHNOLOGY OFFICER, AND OR THEIR DESIGNEE, TO ACT AS CERTIFYING OFFICER AND AGENT OF THE CITY FOR PURPOSES OF CERTIFYING COMPLIANCE WITH THE FEDERAL COMMUNICATION COMMISSION'S RULES RELATED TO THE CITY'S CUSTOMER PROPRIERTARY NETWORK INFORMATION; APPOINTING CHRIS SPRAYBERRY AS THE CHIEF TECHNOLOGY OFFICER'S DESIGNEE FOR PURPOSES OF CERTIFYING THE CITY'S COMPLIANCE WITH THE FEDERAL COMMUNICATION COMMISSION'S RULES RELATED TO THE CITY'S CUSTOMER PROPRIETARY NETWORK INFORMATION; AND FOR OTHER PURPOSES.

WHEREAS, the City of Griffin provides telecommunication services that are regulated by the Federal Communications Commission ("FCC") rules;

WHEREAS, 47 C.F.R. § 64.2009(e) requires the City of Griffin to complete an annual compliance certification and to submit other information for the FCC contact information registry;

WHEREAS, the Board desires to designate the Chief Technology Officer and/or his designee as agent(s) authorized to act as the City of Griffin's Certifying Officer for purposes of certifying the City's compliance with FCC rules and regulations pertaining to the City's Customer Proprietary Network Information ("CPNI");

WHEREAS, the City of Griffin's Chief Technology Officer, Gibb Cotton, desires to appoint Chris Sprayberry as his designee for purposes of acting as the City of Griffin's Certifying Officer in certifying compliance with FCC rules and regulations pertaining to the City's CPNI.

NOW THEREFORE, BE IT RESOLVED AND IT IS ESTABLISHED THAT: The City of Griffin's Chief Technology Officer and/or their designee is hereby authorized to act as Certifying Officer and agent for purposes of certifying the City's compliance with FCC rules and regulations pertaining to the City's CPNI; the Board appoints Chris Sprayberry as the Chief Technology Officer's designee for purposes of acting as the City of Griffin's Certifying Officer in certifying compliance with FCC rules and regulations pertaining to the City's CPNI.

SO RESOLVED, this 22nd day of February, 2022.

_____

Douglas S. Hollberg, Mayor

ATTEST:

_____

Jessica O'Connor, Secretary

AGENDA ITEM SUMMARY

ITEM SUMMARY:

Consider the purchase of 500 5/8" V5 R900 Neptune Meters, Antennas and Meter Pins from Delta Municipal Supply, sole source, in the amount of $134,500.00 for the Watershed Management Department. *Director of Watershed Management, Brant D. Keller will address.*

SPECIAL CONSIDERATIONS OR CONCERNS:

Neptune has agreed to keep the cost of each meter at current cost before the 25% price increase occurs.

STAFF RECOMMENDATION:

Staff recommends approval.

FINANCIAL IMPACT:

Meters are budgeted in FY2021-2022. The amount of this purchase is $134,500.00. Account 505-4400-3602 under the blanket purchase order.

Submitted By:
Brant Keller

Meeting Date:
22/02/2022

Reviewed By:
Jessica O'Connor

ATTACHMENTS:
Neptune Mass Meter Purchase.pdf

Form: CF408 revised 5/22/192

BLANKET PO -BASIC

Griffin
Growing, TOGETHER

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

DATE: 2/3/22

FY 22 Purchase Order BLANKET

Bid/Quote No. 12490

Vendor No.

Vendor Name & Address
DELTA MUNICIPAL SUPPLY
408 JESSE CRONIC ROAD
BRASELTON, GA. 30517

Ph: 7702770211 Fax: 7702772412

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

Deliver to:
City of Griffin
Dept: WATER & WASTEWATER
700 BECK STREET
GRIFFIN, GA 30224

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

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

*Terms: Net 30 unless otherwise specified on PO

ATTN: DOUGLAS WHITE / DANNY PRYOR

Phone: 678-692-0404 Fax: 678-692-0388

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

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

Description	Account Number	Quantity	UOM	Unit Price	Extended Totals
	- - - -				
5/8" V5 R900 NEPTUNE REGISTER	505 - 4400 - 11 - 3602 - 0000	500	EA	249.000	124,500.00
W/NAAS FEE	- - - -				
	- - - -				
V5 R900 ANTENNA	505 - 4400 - 11 - 3602 - 0000	500	EA	19.990	9,995.00
	- - - -				
METER PIN	505 - 4400 - 11 - 3602 - 0000	500	EA	0.010	5.00
	- - - -				
	- - - -				
BLANKET PO FOR FY 22	- - - -				

BLANKET PO

Totals: $ **134,500.00**

COMMENTS:
SOLE SOURCE FOR PRODUCT

COG USE ONLY

Pricing method:
- Verbal / Phone
- Email/Mail/Fax
- Bid / RFP #
- E-Verify Affidavit

Vendor emailed copy?
- Vendor Notified

Invoice apprvd/attchd?
- PMT Approval
- Inv Attached

COG USE ONLY

DP 2-3-21

Dept / Requestor / Date

Purchasing / Date

Department Mgr / Date

Finance Director / Date

City Manager / Date

BOARD / Date

Griffin
Growing TOGETHER
Water & Wastewater Department

CITY OF GRIFFIN
FY22 SOLE BRAND/SOLE SOURCE/ SINGLE SOURCE JUSTIFICATION

Request Type and Details (select one)

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

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

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

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

NEPTUNE REGISTERS THAT THE CITY OF GRIFFIN USES TO CALCULATE WATER USAGE FOR BILLING

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

DELTA MUNICIPAL ONLY VENDOR TO SELL NEPTUNE REGISTERS

Supplier/Source Name/Address: **DELTA MUNICIPAL**
408 JESSE CRONIC ROAD, BRASELTON, GEORGIA 30517

Supplier/Source Contact: **SHANE SLOCUM** **Phone:** **770-227-0211**

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

PROVIDE THE CITY OF GRIFFIN WITH REGISTERS

NEPTUNE WATER METERS

Is this a 1-time procurement? Estimated expenditure- one-time OR - annual spend $500,000.00

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

Requestor Information

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

Date of Request: 2/3/2022 Requestor: D. WHITE

Department: W/WW Dept Accting Code: 505-4400-11-3602 Phone: 678 692-0404

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

* Sole Brands are specific items that may be available on the open market from multiple dealers. Sole BRAND purchases may possibly be treated as a single source if properly justified. Standardization throughout the City (i.e. Dell technology purchased direct from Dell for volume discounts and Ford fleet vehicles purchased from Speedway for warranty and other reasons) would be examples of sole brands treated as single sources.

DELTA MUNICIPAL SUPPLY

Quote

Date	Quote #
2/2/2022	12490

408 Jesse Cronic Road
Braselton, GA 30517

Bill To	Ship To
City of Griffin Accounting Dept. P.O. Box 'T' Griffin, GA 30224-1158 ** EMAIL INVOICES **	Griffin Water Dept. 700 Beck St. Griffin, GA 30224 Doug White

Your No.	Terms	Rep	FOB	Ship Via
Blanket PO	Net 30 Days	H	Destination	Best Way

Quantity	Description	Unit Price	Total
500	5/8" T-10 E-Coder)R900i V5 Pit Reg. GAL w/6' Ant w/NaaS	269.00	134,500.00

Subtotal	$134,500.00
Sales Tax (0.00)	$0.00
Total	**$134,500.00**

WE APPRECIATE YOUR BUSINESS! Please contact our office with any questions reguarding this quote.

Phone: 770-277-0211 Fax: 770-277-2412 Toll Free: 1-800-273-0574

"We Supply Service"

AGENDA ITEM SUMMARY

ITEM SUMMARY:

Consider Task Order Form to Paragon Consulting Group for the update of the City Water Master Plan in the amoun of $40,000.00. *Director of Watershed Management, Brant D. Keller will address.*

SPECIAL CONSIDERATIONS OR CONCERNS:

Plan will be updated and presented to GAEPD for 2022-2042.

STAFF RECOMMENDATION:

Staff recommends approval.

FINANCIAL IMPACT:

Budgeted rollover 505-4405-52-1200 FY2021 for $39,000.00 and FY22 amount $1,000.00

Submitted By:
Brant Keller

Meeting Date:
22/02/2022

Reviewed By:
Jessica O'Connor

ATTACHMENTS:
TOF Master Water Plan.pdf

SUPPLEMENT TO
MASTER SERVICES AGREEMENT

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

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

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

CITY OF GRIFFIN WATER MASTER PLAN UPDATE (2021)

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

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

OWNER:	**ENGINEER:**
CITY OF GRIFFIN	**PARAGON CONSULTING GROUP, INC.**
_____	Brian K. Upson, P.E., President
Attest:	**Attest:**
_____	Charles N. Penny, P.E., Senior Engineer
Manager	

CITY OF GRIFFIN WATER MASTER PLAN UPDATE (2021)

EXHIBIT A – SCOPE OF SERVICES

The Scope of Work for this TOF includes preparation of an update to the City of Griffin Water Master Plan, dated May 2011. PCG will incorporate changes to the facilities into the document and revise sections that are related to ongoing and planned upgrades.

Water Master Plan Sections Requiring Revision:

Section One: Introduction
Section Two: Existing Conditions
Section Three: Population and Water Demand
Section Four: Alternative Analysis
Section Five: Recommendations and Implementation
List of Tables
List of Figures
Appendices

Communication will be as needed with OWNER by PCG through electronic means.

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

EXHIBIT B – BASIS OF COMPENSATION

The compensation limits are based on the scope of services described in EXHIBIT A.

Multiple Section Updates:

Professional Services Fees: $40,000.00

AGENDA ITEM SUMMARY

ITEM SUMMARY:

Consider Task Order Form for the Design Services, Bid Administration and Construction Management for Potato Creek Sewer Rehabilitation located at section PPC2408 to Paragon Consulting Group in the amount of $39,800.00 for the Watershed Management Department. *Director of Watershed Management Department Brant D. Keller will address.*

SPECIAL CONSIDERATIONS OR CONCERNS:

The project is part of numerous projects in the rehabilitation of the city's sewer collection system. This project is located in the Potato Creek Basin and will address approximately 1,996,661 gallons per day of sewer surcharging in the basin collection system. Project was identified in the Potato Creek hydraulic modeling of the basin.

STAFF RECOMMENDATION:

Staff recommends approval.

FINANCIAL IMPACT:

Cost of this Task Order Form is $39,800.00 and funding will come from capital cost recovery fund

Submitted By:
Brant Keller

Meeting Date:
22/02/2022

Reviewed By:
Jessica O'Connor

ATTACHMENTS:
PPC2408 Sewer Rehabilitation.pdf

SUPPLEMENT TO
MASTER SERVICES AGREEMENT
CITY OF GRIFFIN, GEORGIA
AND
PARAGON CONSULTING GROUP, INC.

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

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

Potato Creek Basin-Sewer Main PPC2408 Rehabilitation

In October 2021, the City of Griffin commissioned a capacity analysis to analyze the gravity sewer section downstream of the Rehoboth Road Lift Station force main tie-in, manhole PC2420, to the Potato Creek influent pump station. The objective of the analysis was to determine the ultimate flow the existing gravity sewer section could handle before surcharging occurred. Results of the study showed PPC2408, a 12-inch PVC main laid on a 0.73% slope to be the worst-case pipe segment. Per the SWMM hydraulic model, the maximum flow PPC2408 can handle before surcharging is approximately 1,996,661 gallons per day (gpd) or 1,387 gallons per minute (gpm).

One way to increase the gravity sewer sections capacity is to increase the diameter of the worst-case pipe segment. Upsizing PPC2408 to an 18-inch PVC gravity sewer main would increase the gravity sewers capacity approximately 47% yielding a new ultimate flow of 2,947,061 gpd or 2,047 gpm.

This project will include design to increase the diameter of the existing gravity sewer main segment PPC2408.

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

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

OWNER:
CITY OF GRIFFIN

_____

Attest:

_____
Manager

ENGINEER:
PARAGON CONSULTING GROUP, INC.

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

Attest:

_____
Charles N. Penny, P.E., Senior Engineer

Attachment A – Scope of Services

The Work consists of the following tasks:

Task 1 - Design Services

Individual plan and profile sheets will be produced for existing pipe segment PPC2408. Construction plans will be generated from City of Griffin provided GIS data.

Task 2 - Bid Administration

PCG will manage the bid task for this project, including the following:

a) Produce project specifications including front-end and technical sections
b) Advertise the project and determine critical dates for the bid phase through completion of construction
c) Addressing contractor questions
d) Issuance of addenda
e) Facilitate the bid opening
f) Review of bids and process the results for distribution to the owner
g) Research references and related projects
h) Prepare a letter of recommendation
i) Prepare contract documents for submission to Owner

Task 3 - Construction Management Services

PCG will provide Construction Management and Administration during this phase of the project including the following:

a) Issue Notice to Proceed (NTP) to the contractor
b) Facilitate pre-construction conference
c) Scheduled inspections by the geotechnical consultant as needed
d) Scheduled inspections by the civil engineer
e) Management of submittals and approvals
f) Review pay requests and submit to Owner for approval
g) Address contractor requests for information (RFI) throughout project
h) Address change orders with recommendations to Owner
i) Coordinate final testing and inspections
j) Project closeout

Bi-weekly progress updates will be provided to OWNER by PCG electronically.

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

Attachment B – Basis of Compensation

The compensation limits are based on the scope of services described in Attachment A.

Task 1 - Design Services
Professional Services Fee: *$25,000 lump sum*

Task 2 - Bid Administration
Professional Services Fee: *$5,000.00 lump sum*

Task 3 - Construction Management Services
Professional Services Fee: *$ 9,800 lump sum*

Total of Tasks 1 through 3 = $39,800.00

AGENDA ITEM SUMMARY

ITEM SUMMARY:

Consider, on first reading, an ordinance amending Chapter 22, BUILDINGS AND BUILDING REGULATIONS, by adding a new Article to be numbered Article VIII, VACANT AND FORECLOSED PROPERTY, of the Code of Griffin, Georgia, in order to provide for a vacant and foreclosed property registry. *Staff Attorney, Kelsey Carden, will address.*

SPECIAL CONSIDERATIONS OR CONCERNS:

Effective July 1, 2012, O.C.G.A. 44-14-14 provides municipalities with the authority to adopt an ordinance requiring registration of vacant or foreclosed real property. The property values and quality of life of neighboring properties are negatively impacted by the lack of adequate maintenance and security of properties that are vacant or where ownership has been transferred after foreclosure. Staff has developed an ordinance which will establish a registry for vacant and foreclosed real property as a mechanism to protect property values in neighborhoods for all property owners. This vacant and foreclosed real property registry will require owners and agents to provide the City with official information for contacting the party responsible for bringing the vacant and foreclosed real property into compliance with applicable provisions of City of Griffin municipal code, if necessary.

STAFF RECOMMENDATION:

Staff recommends approval.

FINANCIAL IMPACT:

Negligible. Though some revenue will be generated from collection of registration fees, the fee is minimal and intended for management and administration of the registry.

Submitted By:
Kelsey Carden

Meeting Date:
22/02/2022

Reviewed By:
Jessica O'Connor

ATTACHMENTS:
Vacant Property Ordinance (Model Based) - v2.docx

No. 22 –

AN ORDINANCE

AN ORDINANCE, AMENDING THE CODE OF GRIFFIN, GEORGIA, AT CHAPTER 22, BUILDINGS AND BUILDING REGULATIONS, BY ADDING A NEW ARTICLE, TO BE NUMBERED ARTICLE VIII, VACANT AND FORECLOSED PROPERTY TO PROVIDE FOR VACANT AND FORECLOSED PROPERTY REGISTRIES; TO PROVIDE FOR DEFINTIONS; TO PROVIDE FOR GUIDELINES FOR VACANT AND FORECLOSED PROPERTY REGISTRIES; TO PROVIDE FOR EXEMPTIONS; TO PROVIDE FOR MAXIMUM FEES AND PENALTIES FOR REGISTRATION AND FAILURE TO REGISTER; TO PROVIDE FOR APPELLATE RIGHTS; TO PROVIDE FOR SEVERABILITY; TO PROVIDE AN EFFECTIVE DATE; TO REPEAL ALL ORDINANCES AND PARTS OF ORDINANCES IN CONFLICT HEREWITH; AND FOR OTHER PURPOSES.

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

Section 1. The Code of Griffin, Georgia is hereby amended at Chapter 22, BUILDINGS AND BUILDING REGULATIONS, by adding a new Article, to be numbered Article VIII, VACANT AND FORECLOSED PROPERTY, which shall include the following language:

"CODE OF GRIFFIN, GEORGIA

CHAPTER 22 – BUILDINGS AND BUILDING REGULATIONS

ARTICLE VIII – VACANT AND FORECLOSED PROPERTY

Sec. 22-247. – Short title.

This Article shall be known as the "City of Griffin Vacant and Foreclosed Property Ordinance."

Sec. 22-248. – Findings and intent.

This ordinance is adopted to address the interest of public safety.

(a) The governing authority finds that there is a need to establish a foreclosure and vacant real property registry as a mechanism to protect property values in neighborhoods for all property owners.

(b) The property values and quality of life of neighboring properties are negatively impacted by the lack of adequate maintenance and security of properties that are vacant or where ownership has been transferred after foreclosure.

(c) Improperly maintained and secured vacant or foreclosed properties can become a hazard to health and safety of persons who may come on or near the property and can adversely affect the aesthetic and economic attributes of communities. Difficulties also often arise in locating the person responsible for the condition of vacant or foreclosed real property. The governing authority finds that there is a substantial need directly related to the public health, safety, and welfare to comprehensively address these concerns through the adoption of the provisions in this article.

(d) This foreclosure and vacant real property registry will require owners and agents to provide the city with official information for contacting the party responsible for bringing the foreclosed and vacant real property into compliance with applicable provisions of municipal code of Griffin, Georgia.

Sec. 22-249. – Definitions.

(a) "Agent" means an individual with a place of business in this state at which he or she is authorized to accept inquiries, notices, and service of process on behalf of a vacant or foreclosed real property owner. The definition of 'agent' shall have the same meaning as set forth in O.C.G.A. § 44-14-14 should that definition differ from the definition in this Article.

(b) "Foreclosed real property" means improved or unimproved real property for which a land disturbance permit has been issued by the city and is held pursuant to a judicial or nonjudicial foreclosure of a mortgage, deed of trust, security deed, or other security instrument securing a debt or obligation owed to a creditor or a deed in lieu of foreclosure in full or partial satisfaction of a debt or obligation owed to a creditor. The definition of 'foreclosed real property' shall have the same meaning as set forth in O.C.G.A. § 44-14-14, should that definition differ from the definition in this article.

(c) "Street address" means the street or route address. Such term shall not mean or include a post office box. The definition of 'street address' shall have the same meaning as set forth in O.C.G.A. § 44-14-14 should that definition differ from the definition in this article.

(d) "Vacant real property" means real property that is either:

(1) Intended for habitation, has not been lawfully inhabited for at least 60 days, and has no evidence of utility usage within the past 60 days; or

(2) Partially constructed or incomplete, without a valid building permit.

Such term shall not include a building or structure containing multiple units with common ownership that has at least one unit occupied with evidence of utility usage. The definition of 'vacant real property' shall have the same meaning as set forth in O.C.G.A. § 44-14-14 should that definition differ from the definition in this article.

Sec. 22-250. – Registration of Vacant or Foreclosed Property.

(a) Owner or agents of foreclosed real property or vacant real property, including foreclosed real property or vacant real property which is also residential rental property, are required to register such property with the Planning and Development Services Department within

thirty (30) days of such property becoming foreclosed or vacant real property by following the provisions of this section unless otherwise exempted by this article or state law.

(b) Any such owner or agent of foreclosed real property or vacant real property located within the jurisdiction of the city is required to file with the Planning and Development Services Department a registration form supplying the following information:

(1) The real property owner's name, street address, mailing address, phone number, and email address;

(2) The agent's name, street address, mailing address, phone number, and email address;

(3) The real property's street address and tax parcel identification number;

(4) The transfer date of the instrument conveying the real property to the owner; and

(5) At such time as it becomes available, recording information, including deed book and page numbers, of the instrument conveying the real property to the owner.

(c) Unless otherwise exempted pursuant to this article, registration is required for all vacant and foreclosed real property; however, registration is not required for vacant or foreclosed real property within 90 days of transfer of real property if:

(1) Transferred pursuant to a deed under power of sale or deed in lieu of foreclosure; or

(2) Transferred to the first subsequent transferee after the vacant real property has been acquired by foreclosure under power of sale pursuant to O.C.G.A. § 44-14-160, or acquired pursuant to a deed in lieu of foreclosure.

(d) The owner or transferee shall notify the Planning and Development Services Department, within 30 days, of any change in the information provided on the registration form and regardless of whether the information provided was in the deed under power of sale or deed in lieu of foreclosure, by filing an updated registration form for such purposes. There shall be no fee for the filing of an updated registration form.

(e) The registration shall remain valid for 12 months from the date of the filing of the registration form. In the event that ownership of a registered structure changes during this period, the new owner shall file an amended registration statement within 20-days of accepting the vesting instrument. The owner shall be required to renew the registration for successive 12-month periods as long as the real property remains vacant for any part thereof.

Sec. 22-251. – Foreclosed and vacant real property exemptions.

(a) Any owner or transferee meeting the exemption criteria as described in this section shall not be required to register or pay any administrative fees related to the qualifying foreclosed or vacant real property.

(b) Any transferee who acquires any real property by foreclosure under power of sale, pursuant to O.C.G.A. § 44-14-160, or acquires any real property pursuant to deed in lieu of foreclosure shall be exempt if:

(1) The deed under power of sale or deed in lieu of foreclosure contains the information specified in paragraphs (1) through (5) of subsection (b) of Sec. 22-250, Code of Griffin, Georgia;

(2) The deed is filed with the clerk of superior court within 60 days of the transfer; and

(3) Proof of the following is provided to the office or the officer in charge of the city foreclosed real property registry:

(i) A filing date stamp or receipt showing payment of the applicable filing fees;

(ii) The entire deed under power of sale or entire deed in lieu of foreclosure.

(c) Reserved.

Sec. 22-252. – Removal from registry.

(a) Any owner or agent of a vacant or foreclosed real property may apply to the city to remove a vacant or foreclosed real property from the city registry at such time as the real property no longer constitutes a vacant or foreclosed real property. Application for removal from the registry shall be accompanied by corroborating documentation that the real property no longer constitutes vacant real property. Corroborating documentation need not, and shall not, include the names or other personal information of any tenant(s).

(b) Any application for removal allowed under subsection (a) of this section shall be granted or denied by the Planning and Development Services Department within 30 days of receipt of such application, and if no such determination is made within 30 days then the application for removal from the registry shall be deemed granted.

Sec. 22-253. – Administrative fees.

At the time of the filing of the registration statement or renewal, the owner shall pay a registration fee in the amount of $100.00 for each vacant real property. No registration statement shall be deemed filed unless the fee has been paid. For a parcel of land containing two or more structures under common ownership, only one registration statement and one fee shall be required.

Sec. 22-254. – Appeal procedures.

(a) Any owner or agent aggrieved of any determination or decision of the Planning and Development Services Department or the city in the administration of this article may appeal to the municipal court of the city. All appeals hereunder must be taken within 30 days of the decision in question by filing with the Planning and Development Services Department a notice of appeal specifying the grounds thereof.

(b) The Planning and Development Services Department shall forthwith transmit the notice of appeal and all the papers constituting the record upon which the action appealed was taken to the municipal court clerk who shall schedule an appeal hearing within sixty (60) days following the date the appealing party submits its completed written appeal in accordance with subsection (a) above.

(c) The municipal court judge may call for further information to be provided within the next thirty-five (35) days following the hearing, and may continue the hearing for the purpose of receiving such information or for such other proceedings and reasons as the municipal court judge deems appropriate.

(d) An appeal shall stay all proceedings in furtherance of the action appealed from unless the Director of the Planning and Development Services Department certifies to the municipal court, after the notice of appeal has been filed with the Department, that by reason of the facts stated in certification and in the opinion of the Director, the stay would cause imminent peril to life or property. In such case, the proceedings shall not be stayed except by order of the municipal court judge on notice to the Director of the Planning and Development Services Department, and on due cause shown.

(e) The municipal court judge may, in conformity with the provisions of this article, reverse or affirm, in whole or in part, or otherwise modify the decision, requirement, or determination of the Planning and Development Services Department appealed from by the owner or agent and may make such decision, requirement, or determination as may be appropriate under the circumstances.

Sec. 22-255. – Administration.

(a) The foreclosure and vacant real property registry is subject to the Open Records Act of the State of Georgia and the city may make such registry information available online.

(b) Registration information shall be deemed prima facie proof of the statements contained therein in any court proceeding or administrative enforcement proceeding in connection with the enforcement of this article.

Sec. 22-256. – Nuisances.

Nothing in this article shall be construed to impair, limit, or preempt in any way the power of the city to enforce any applicable codes, as defined in state law, or to define or declare nuisances and to cause their removal or abatement by summary proceedings or otherwise.

Sec. 22-257. – Penalties.

Any owner or agent that fails to register or update the information specified in Section 22-250(b) shall be in violation of this Article and shall be fined in the amount of $1,000.00 per vacant real property. The Municipal Court may reduce the fine to $100.00 per vacant real property if he or she finds that registration or update, as the case may be, occurred within five business days of service of summons on any citation for violation of this Article.

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

Section 3. Should any provision of this ordinance be rendered invalid by any court of law, the remaining provisions shall continue in force and effect until amended or repealed by action of the municipal governing authority.

Section 4. Except as modified herein, The Code of Griffin, Georgia, is hereby reaffirmed and restated. The codifier is hereby granted editorial license to include this amendment in future supplements of said Code by appropriate section, division, article or chapter. The city attorney is directed and authorized to direct the codifier to make necessary minor, non-substantive corrections to the provisions of this Code, including but not limited to, the misspelling of words, typographical errors, duplicate pages, incorrect references to state or federal laws, statutes, this Code, or other codes or similar legal or technical sources, and other similar amendments, without necessity of passage of a corrective ordinance or other action of the Board of Commissioners. The city secretary shall, upon the written advice or recommendation of the city attorney and without the necessity of further council action, alter, amend or supplement any non-codified ordinance, resolution or other record filed in his or her office as necessary to effect similar non-substantive changes or revisions and ensure that such public records are correct, complete and accurate.

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

First Reading: 2/22/2022

Second Reading: 3/8/2022

AGENDA ITEM SUMMARY

ITEM SUMMARY:

Consider a claim on behalf of a minor, King Lyons, by his parent and next of kin, Brandie Lyons, in the amount of $50,000 for alleged personal injuries sustained while riding as a passenger on a school bus, owned and operated by the Griffin-Spalding County School System. *City Attorney, Drew Whalen will address.*

SPECIAL CONSIDERATIONS OR CONCERNS:

The City of Griffin has no liability for operation of the Griffin-Spalding County School System.

STAFF RECOMMENDATION:

Staff recommends denial of claim.

FINANCIAL IMPACT:

None

Submitted By:
Andrew Whalen

Meeting Date:
22/02/2022

Reviewed By:
Jessica O'Connor

ATTACHMENTS:
Ante Litem LYONS[91].pdf

191 Roswell Street
Suite 200
Marietta, GA 30060
Phone: 404-526-9955

Charles D. Graham
Attorney at Law
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Suite 140
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Phone: 678-603-1119
Fax: 678-603-1894

Gloria D. Berry
Paralegal
gloria.berry@grahamlawga.com

January 24, 2022

RECEIVED
JAN 27 2022
BY:

Via Certified Mail
Return Receipt Requested
Doug Hollberg, Mayor
City of Griffin
P.O. Box T
Griffin, GA 30224

RE: ANTE LITEM NOTICE OF INJURY AND CLAIM AGAINST CITY OF GRIFFIN, GA.

Dear Mr. Hollberg:

Pursuant to O.C.G.A. §36-33-5 *et seq.*, please be advised that our firm has been retained by Mister King Lyons, by and through his parent and next of kin, Brandie Lyons, (hereinafter, the "Claimant") to represent him in his claim for personal injuries against the City of Griffin, the Griffin-Spalding County School System and Griffin-Spalding County Transportation.

On or about November 12, 2021, Mister Lyons was a passenger on a Griffin-Spalding County School Bus, being driven by bus driver, Mr. John Allen Strand, transporting him from his school to his respective bus stop. While travelling to the bus stop, Mr. Strand was traveling south on GA-155 approaching its intersection with Jackson Road, Griffin, Georgia, when he attempted to make a right turn onto Jackson Road, when he struck the rear passenger side of a 2015 Ford Edge being operated by Ms. Heather Rhay Miracle, injuring Mister King Lyons. Officer Joshua Nelson with the Georgia State Patrol, Post 1, responded to the accident scene, conducted an investigation, and ultimately found that Mr. John Allen Strand failed to yield while making a right turn. Bus driver, Mr. Strand, was issued a citation for failure to yield to the right of way. Mister Lyons immediately claimed of injuries and sought treatment at Wellstar Spalding Regional Hospital.

A. Entities and Individuals Against Whom Claims are Made

1. City of Griffin

Claimant identifies the City of Griffin, Georgia, its employees, agents, representatives, departments, agencies and/or divisions, (hereinafter, the "City"), as an entity, or entities, against whom these claims are made. This claim includes, but is not limited to, personnel and staff of the City of Griffin, who are paid by, employed by, and/or controlled by the City of Griffin, and/or any of its departments, agencies, divisions, who have committed or failed to commit specified acts required of the City or its employees, agents, representatives, departments, agencies and/or divisions.

B. Extent of Injury

Following the incident, Mister Lyons sought medical treatment at Wellstar Spalding Regional Hospital for lower and upper back injuries. We are in the process of obtaining Mister Lyons medical records and will provide a more detailed description of Mister Lyons injuries once the medical records are received.

C. Negligence Causing Injury

The City is liable to Mister King Lyons under the theory of negligence due to the city employee failing to yield to the right of way causing the accident described above. The City, as owner of the vehicle and employer of Mr. Strand, and through the doctrine of respondeat superior, is liable for the injuries suffered by Mister Lyons. Mr. Starnd failed to exercise ordinary care and did not operate the school bus, that he was transporting children in, in a safe manner. He, and therefore, the City, breached the duty of care when Mr. Strand failed to make sure the roadway was safe for him to negotiate a right turn without causing harm or injury to the children he was transporting and to other motorists. As a result of the breach of duty, Mr. Strand and the City caused harm to our client resulting in the damages included herein.

D. Damages to Mister Lyons

Mister Lyons suffered immediate pain and suffering after the initial impact. In addition to the medical expenses already incurred, our client experienced pain and suffering as a result of the negligence of bus driver, Mr. Strand. Mister Lyons has incurred medical expenses for his treatment at Wellstar Spalding Regional Hospital for and undetermined amount. We are in the process of obtained Mister Lyons medical bills and will provide a more detailed breakdown of the medical expenses incurred as a result of this accident. We anticipate that Mister Lyons will incur future medical expenses in excess of $10,000.00, as well as his ongoing pain and suffering. In light of the statutory requirements, we demand Fifty Thousand Dollars ($50,000.00) to compromise or settle the claim.

This notice is being sent pursuant to the requirements of O.C.G.A. §36-33-5, and is made based upon the information currently known and available to Claimant. Under the provisions of applicable Georgia laws governing ante-litem notice requirements, Claimant provides you with the information above, believing it is sufficient to enable the City to conduct an investigation into the allegations set forth in this notice and determine if the claims may be settled without litigation.

If you are uncertain as to the nature and/or extent of any of the allegations or claims for damages contained in this notice letter, please notify me immediately in writing so that I may supplement this information, to the extent possible without the benefit of a formal investigation with any information that may be available to Claimant.

Under Georgia law, the City of Griffin has thirty (30) days to respond, in writing, to this notice of claim before Claimant will have the statutory right to file a lawsuit against the City for all claims identified or actionable based on the circumstances giving rise to this notice.

Thank you for your prompt attention to this matter.

Sincerely,

Charles D. Graham

cc: Jessica O'Conner, City Manager
100 S. Hill Street
Griffin, GA 30223
(Via Certified Mail)

AGENDA ITEM SUMMARY

ITEM SUMMARY:

Consider a claim on behalf of a minor, Miss Te'Miya Flakes, by her parent and next of kin, Delisa Flakes, in the amount of $50,000 for alleged personal injuries sustained while riding as a passenger on a school bus, owned and operated by the Griffin-Spalding County School System. *City Attorney, Drew Whalen will address.*

SPECIAL CONSIDERATIONS OR CONCERNS:

The City of Griffin has no liability for operations of the Griffin-Spalding County School System.

STAFF RECOMMENDATION:

Staff recommends denial of claim.

FINANCIAL IMPACT:

N/A

Submitted By:
Andrew Whalen

Meeting Date:
22/02/2022

Reviewed By:
Jessica O'Connor

ATTACHMENTS:
Ante Litem Flakes[30].pdf

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Gloria D. Berry
Paralegal
gloria.berry@grahamlawga.com

January 21, 2022

RECEIVED
JAN 21 2022
BY: GB

Via Certified Mail
Return Receipt Requested
Doug Hollberg, Mayor
City of Griffin
P.O. Box T
Griffin, GA 30224

RE: ANTE LITEM NOTICE OF INJURY AND CLAIM AGAINST CITY OF GRIFFIN, GA.

Dear Mr. Hollberg:

Pursuant to O.C.G.A. §36-33-5 *et seq.*, please be advised that our firm has been retained by Miss Te'Miya Flakes, by and through her parent and next of kin, DeLisa Flakes, (hereinafter, the "Claimant") to represent her in her claim for personal injuries against the City of Griffin, the Griffin-Spalding County School System and Griffin-Spalding County Transportation.

On or about December 10, 2021, Miss Te'Miya Flakes was a passenger on a Griffin-Spalding County School Bus, being driven by bus driver, Mr. Walter Reeves, transporting her from her respective bus stop to school. While travelling to the school, Mr. Walter Reeves was stopped at a stop sign facing south on Lyndon Avenue, Griffin, Georgia, when he attempted to make a left turn onto Melrose Avenue, striking a 2008 GMC Acadia being operated by Ms. Deesia Thrasher, injuring Miss Te'Miya Flakes. Officer Davenport with the Georgia State Patrol, Post 1, responded to the accident scene, conducted an investigation, and ultimately found that Mr. Walter Reeves failed to yield while making a left turn. Bus driver, Mr. Reeves, was issued a citation for failure to yield to the right of way. She immediately claimed of injuries and sought treatment at Wellstar Spalding Regional Hospital.

A. Entities and Individuals Against Whom Claims are Made

1. City of Griffin

Claimant identifies the City of Griffin, Georgia, its employees, agents, representatives, departments, agencies and/or divisions, (hereinafter, the "City"), as an entity, or entities, against whom these claims are made. This claim includes, but is not limited to, personnel and staff of the City of Griffin, who are paid by, employed by, and/or controlled by the City of Griffin, and/or any of its departments, agencies, divisions, who have committed or failed to commit specified acts required of the City or its employees, agents, representatives, departments, agencies and/or divisions.

B. Extent of Injury

Following the incident, Miss Flakes sought medical treatment at Wellstar Spalding Regional Hospital for headaches, pain in her thoracic spine, and cervicalgia. Miss Flakes was diagnosed with acute post-traumatic headaches, pain in thoracic spine, and cervicalgia, as a result of bus driver Mr. Reeves' negligence. Miss Flakes sought follow-up treatment at Potts Pediatrics for ongoing and worsening headaches as a result of the injuries sustained in this accident. She was ultimately diagnosed and treated for tension-type headaches.

C. Negligence Causing Injury

The City is liable to Miss Te'Miya Flakes under the theory of negligence due to the city employee failing to yield to the right of way causing the accident described above. The City, as owner of the vehicle and employer of Mr. Reeves, and through the doctrine of respondeat superior, is liable for the injuries suffered by Miss Flakes. Mr. Reeves failed to exercise ordinary care and did not operate the school bus, that he was transporting children in, in a safe manner. He, and therefore, the City, breached the duty of care when Mr. Reeves failed to make sure the roadway was safe for him to negotiate a left turn without causing harm or injury to the children he was transporting and to other motorists. As a result of the breach of duty, Mr. Reeves and the City caused harm to our client resulting in the damages included herein.

D. Damages to Miss Flakes

Miss Flakes suffered immediate pain and suffering after the initial impact. In addition to the medical expenses incurred, our client experienced pain and suffering as a result of the negligence of bus driver, Mr. Reeves. Miss Flakes has incurred medical expenses in the amount of $2,667.70, and we anticipate that Miss Flakes will incur future medical expenses in excess of $10,000.00, as well as her ongoing pain and suffering. In light of the statutory requirements, we demand Fifty Thousand Dollars ($50,000.00) to compromise or settle the claim.

This notice is being sent pursuant to the requirements of O.C.G.A. §36-33-5, and is made based upon the information currently known and available to Claimant. Under the provisions of applicable Georgia laws governing ante-litem notice requirements, Claimant provides you with the information above, believing it is sufficient to enable the City to conduct an investigation into the allegations set forth in this notice and determine if the claims may be settled without litigation.

If you are uncertain as to the nature and/or extent of any of the allegations or claims for damages contained in this notice letter, please notify me immediately in writing so that I may supplement this information, to the extent possible without the benefit of a formal investigation with any information that may be available to Claimant.

Under Georgia law, the City of Griffin has thirty (30) days to respond, in writing, to this notice of claim before Claimant will have the statutory right to file a lawsuit against the City for all claims identified or actionable based on the circumstances giving rise to this notice.

Thank you for your prompt attention to this matter.

Sincerely,

Charles D. Graham

cc: Jessica O'Conner, City Manager
100 S. Hill Street
Griffin, GA 30223
(Via Certified Mail)

AGENDA ITEM SUMMARY

ITEM SUMMARY:

Consider a resolution accepting the resignation of Angela Burnham as Assistant Open Records Officer and appointing Felicia Trammel as Assistant Open Records Officer; this resolution does not impact the appointment of Susan Bartholomew as Assistant Open Records Officer or the appointment of Jessica O'Connor as Open Records Officer. *Staff Attorney, Kelsey Carden, will address.*

SPECIAL CONSIDERATIONS OR CONCERNS:

N/A

STAFF RECOMMENDATION:

Staff recommends approval.

FINANCIAL IMPACT:

N/A

Submitted By:

Kelsey Carden

Meeting Date:

22/02/2022

Reviewed By:

Jessica O'Connor

ATTACHMENTS:

Resolution - Assistant Open Records Officer Trammel.docx

No. 22-

A RESOLUTION

A RESOLUTION BY THE BOARD OF COMMISSIONERS FOR THE CITY OF GRIFFIN, GEORGIA, ACCEPTING THE RESIGNATION OF ANGELA BURNHAM AS ASSSISTANT OPEN RECORDS OFFICER AND DESIGNATING FELICIA TRAMMEL AS ASSISTANT OPEN RECORDS OFFICER; REAFFIRMING THE REQUIREMENT THAT ALL OPEN RECORDS REQUESTS BE MADE IN WRITING AND FILED WITH THE OPEN RECORDS OFFICER OR A DESIGNATED ASSISTANT OPEN RECORDS OFFICER; AND FOR OTHER PURPOSES.

WHEREAS, by Resolution adopted June 12, 2012, this Board of Commissioners enacted policies to comply with legislative changes made in the 2012 Session of the General Assembly of Georgia, relating to "The Georgia Open Records Act," codified at O.C.G.A. § 50-18-70 *et seq.*;

WHEREAS, on March 9, 2021, the Board appointed Angela Burnham as one of the Assistant Open Records Officers;

WHEREAS, Angela Burnham desires to resign from the position as Assistant Open Records Officer and the Board desires to appoint an Assistant Open Records Officer for the City that works within the Management Services Department;

NOW THEREFORE, BE IT RESOLVED AND IT IS ESTABLISHED THAT: Angela Burnham's resignation as Assistant Open Records Officer is hereby accepted, effective February 22, 2022, and Felicia Trammel is hereby appointed as Assistant Open Records Officer, effective immediately; the appointment of Susan Bartholomew as Assistant Open Records Officer and the appointment of Jessica O'Connor as Open Records Officer are not affected by adoption of this Resolution.

1. Notice of these designations shall be promptly given to the Griffin Daily News as legal organ for Spalding County, Georgia with copies to other local news media upon request.

2. Notice of this designation shall be prominently posted on the City's website together with a form for making Open Records requests in writing.

3. Continuing notice shall be posted on the official bulletin board at One Griffin Center and on the City's website advising the public that all Open Records requests must be made to and served upon the Open Records Officer or a designated AssistantOpen Records Officer in one of the following ways: in person during normal business hours of the City at One Griffin Center, 100 S. Hill Street, 3rd Floor, Griffin, Georgia, 30223; by U.S. Mail addressed to: Open Records Officer, City of Griffin, P.O. Box T, Griffin, Georgia, 30224; by statutory overnight delivery addressed to: Open Records Officer, City of Griffin, 100 S. Hill Street, 3rd Floor, Griffin, Georgia

30223; or by email addressed to records@cityofgriffin.com. The enforcement provisions of O.C.G.A. §§ 50-18-73 and 74 shall be available only to enforce non-compliance when a written request is made consistent with this section and shall not be available when the request is made orally.

4. Forms for making written Open Records requests shall be available with charge at One Griffin Center, 100 S. Hill Street, 3rd Floor and on the City's website.

SO RESOLVED, this 22nd day of February, 2022.

_____

Douglas S. Hollberg, Mayor

ATTEST:

_____

Jessica O'Connor, Secretary

AGENDA ITEM SUMMARY

ITEM SUMMARY:

Consider a resolution waiving MCI rate adoption for 2022 and adopting an annual rate adjustment, for 2022 only, of 5% for rates charged for solid waste, storm water, water and sewer, effective March 1, 2022. *City Manager, Jessica O'Connor, will address.*

SPECIAL CONSIDERATIONS OR CONCERNS:

The MCI rate adjustment is over ten percent (10%). City of Griffin must make rate adjustments in order to adapt to the effects of inflation on the cost of providing municipal services, but the citizens of the City of Griffin are also adapting to the effects of inflation in other areas of life. This resolution would adopt a lower alternative rate adjustment of five percent (5%) and waive the adoption of the MCI in an effort to limit the burden on the citizens of the City of Griffin posed by inflation. The adoption of this resolution does not repeal the MCI rating policy established by resolution dated February 28, 2012, and the automatic adoption of the MCI rating policy shall resume in all subsequent years unless and until the 2012 resolution is affirmatively repealed or waived by resolution in the future.

STAFF RECOMMENDATION:

Staff recommends approval.

FINANCIAL IMPACT:

Rate adjustment would be 5% rather than 10.82% (or higher).

Submitted By:
Kelsey Carden

Meeting Date:
22/02/2022

Reviewed By:
Jessica O'Connor

ATTACHMENTS:
MCI Resolution 2.22.2022.docx

No. 22-

A RESOLUTION

A RESOLUTION BY THE BOARD OF COMMISSIONERS FOR THE CITY OF GRIFFIN, GEORGIA WAIVING THE MUNICIPAL COST INDEX ("MCI") RATING SYSTEM FOR THE YEAR 2022; ADOPTION OF ANNUAL RATE ADJUSTMENT OF FIVE PERCENT FOR RATES CHARGED FOR SOLID WASTE, STORMWATER, WATER AND SEWER, EFFECTIVE MARCH 1, 2022; AFFIRMING THAT THE MCI RATING POLICY AS SET FORTH IN THE RESOLUTION ADOPTED BY THE BOARD OF COMMISSIONERS ON FEBRUARY 28, 2012 SHALL RESUME IN ALL SUBSEQUENT YEARS UNLESS AND UNTIL AFFIMRATIVELY REPEALED OR WAIVED BY RESOLUTION OF THE SAME; AND FOR OTHER PURPOSES.

WHEREAS, the Board of Commissioners of the City of Griffin adopted rate indexing based on the Municipal Cost Index ("MCI") by resolution on February 28, 2012 in order to provide for annual rate adjustments to the rates charged for solid waste, stormwater, water and sewer ("Rates") based on overall fluctuations in costs or prices;

WHEREAS, the February 28, 2012 Resolution provided that specified Rates shall thereafter be adjusted annually on March 1 of each year based on the MCI as set forth in the Resolution and that this rate indexing policy shall remain in effect unless and until affirmatively repealed by resolution;

WHEREAS, the unprecedented changes in cost of materials, supplies, wages and contracted for services have been factored into the MCI, and as of December 2021, the MCI was 10.82 percent and rising;

WHEREAS, the Board of Commissioners recognizes that the City of Griffin must make rate adjustments in order to adapt to the effects of inflation on the cost of providing municipal services, but the Board of Commissioners also recognizes that the citizens of the City of Griffin are also adapting to the effects of inflation in other areas of life;

WHEREAS, the Board of Commissioners does not desire to adopt a rate adjustment of this magnitude and therefore desires to waive the adoption of the MCI adjustment for the year 2022 in favor of a lower rate adjustment recommended by City of Griffin Staff and based on data related to the costs of providing municipal services;

NOW THEREFORE, BE IT RESOLVED AND IT IS ESTABLISHED that the MCI rating system for solid waste, stormwater, water and sewer is hereby waived for 2022 because of the magnitude of the MCI increase and the aforementioned desire to limit the burden on the citizens of the City of Griffin posed by inflation;

BE IT FURTHER RESOLVED that solid waste, stormwater, water and sewer rates shall be adjusted by five percent (5%) as presented at the Commission meeting on Tuesday, February 22, 2022 effective March 1, 2022;

BE IT FURTHER RESOLVED that the MCI rating policy as set forth in the resolution adopted by the Board of Commissioners on February 28, 2012 shall resume in all subsequent years unless and until affirmatively repealed or waived by future resolution of the same.

SO RESOLVED this 22nd day of February, 2022.

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Douglas S. Hollberg, Mayor

ATTEST:

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Jessica O'Connor, Secretary