**AGENDA**
**Regular Scheduled Meeting**
**CITY OF GRIFFIN BOARD OF COMMISSIONERS**
**May 24, 2022**
**W. ELMER GEORGE MUNICIPAL HALL**
**6:00 PM**

**Present:**

**Call to order by Mayor Hollberg**

**Pledge of Allegiance**

**Invocation**

**Approval of Agenda**

## 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.*

1. Receive comments regarding the proposed budget for fiscal year beginning July 1, 2022 and ending June 30, 2023.

   Link to Budget Document.

   *City Manager Jessica O'Connor will address*

2. Receive comments regarding variance requests to reduce street frontage, lot width and lot area in the LDR-B zoning district for property located at 3 & 5 Terracedale Court. *Director of Planning and Development, Chad Jacobs, will address.*

## CONSENT AGENDA

3. Consider amendment to the Granicus Website, Peak Agenda, and govService contract to remove govService and add OpenForms at no cost. *Sr. Systems Administrator Cody Stonica will address.*

4. Consider declaring certain out-of-life cycle information technology equipment surplus and sell through GovDeals online auction service (see attachment). *Sr. Systems Administrator, Cody Stonica, will address.*

5. Consider agreement with the Cybersecurity and Infrastructure Security Agency (CISA) to perform Cyber Hygiene Services including vulnerability scans of the City of Griffin's network at no cost. *Sr. Systems Administrator, Cody Stonica will address.*

6. Consider a lease agreement between the City of Griffin and Caring Hands United, Inc. for Suite 502 in One Griffin Center in the amount of $9,012.08 annually, which will supersede the current lease for Suite 525 expiring August 31, 2022. *City Manager, Jessica O'Connor, will address.*

7. Consider additional services agreement with Flock Group, Inc. for the addition of 10 Flock LPR Cameras and 1 Flock Mobile LPR Camera for an initial cost of $31,500 for year one, which includes set up and installation, and a recurring cost of $28,000 each year for years two and three, and amend the budget accordingly. *Police Chief, Michael Yates, will address.*

**REGULAR AGENDA**

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

8. Consider the minutes of the City of Griffin Board of Commissioners' Regular Meeting on May 10, 2022.

9. Consider variance requests to reduce street frontage, lot width and lot area in the LDR-B zoning district for property located at 3 & 5 Terracedale Court. *Director of Planning & Development, Chad Jacobs, will address.*

10. Consider an intergovernmental agreement with the Griffin Housing Authority for the acquisition of property located at the corner of East Solomon Street and North 5th Street. *Planning & Development Director, Chad Jacobs, will address.*

11. Consider the purchase of 18 tasers and taser supplies in the amount of $59,279.62 from Axon Enterprises Inc., sole source provider. *Police Chief, Michael Yates, will address*.

12. Consider the purchase of four Ford Interceptor Police Vehicles in the total amount of $135,600.00 from Brannen Motor Company, single source provider, and amend the budget accordingly. *Police Chief, Mike Yates, will address.*

13. Consider a Task Order Form to the Master Services Agreement with Paragon Consulting Group, Inc. for City of Griffin Transfer Station Paving in the amount of $5,000.00 to provide construction documents and bidding documents for the paving of the Transfer Station access drives and parking lots. *Director of Solid Waste, Toda Ennis, will address.*

14. Consider the purchase of two Model 262D3 CAT Skid Steers in the amount of $104,954.00 (price includes $4,304.00 for a 3 year Preventative Maintenance warranty) from Yancey Bros, Inc. through Sourcewell State purchasing contract and amend the budget accordingly. In addition, consider declaring as surplus Unit # 913 a New Holland Skid Steer and Unit #920 a CAT Skid Steer. *Solid Waste Director, Todd Ennis, will address*.

15. Consider a contract with VHB, Inc. in the amount of $9,935 for biological monitoring in the Head's Creek and Shoal Creek watersheds. *Deputy Director of Stormwater, Brice Martin, will address.*

16. Consider a contract between MEAG Power and the City of Griffin for the sale of up to 4.0MW of excess power to the cities of Evergreen, Alabama and Hartford, Alabama. *Electric Director, Jennifer Freeman, will address.*

17. Consider a resolution for a Georgia Fund Loan (GF2020019) to modify the loan amount to a total of $14 million from the Georgia Environmental Finance Authority for the Heads Creek Dam Modification for the Department of Watershed Management. *Director of Watershed Management Department, Brandon Lewis, will address.*

18. Consider License Agreement for art mural installation at the property owned by Three Rivers Regional Commission and commonly known as 120 N. Hill Street, Griffin, Georgia on the wall facing E. Slaton Avenue. *Staff Attorney, Kelsey Carden, will address.*

19. Consider a contract for mural art installation with Jaleel Wimbush for a mural to be located at the property commonly known as 120 North Hill Street, Griffin, Georgia on the wall facing East Slaton Avenue. *Staff Attorney, Kelsey Carden, will address.*

20. Consider adoption of the Utility Incentive Program Resolution providing for updated terms of the City of

Griffin Utility Incentive Program. *Staff Attorney, Kelsey Carden, will address.*

21. Appoint a Voting Delegate for the Annual Membership Business Meeting of the Georgia Municipal Association at the 2022 GMA Annual Convention in Savannah, GA on Sunday, June 26, 2022.

## 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:

Receive comments regarding the proposed budget for fiscal year beginning July 1, 2022 and ending June 30, 2023.

Link to Budget Document.

*City Manager Jessica O'Connor will address*

### SPECIAL CONSIDERATIONS OR CONCERNS:

Public notices have been displayed and published as required. Proposed budget has been reviewed and posted for public review and consideration for two (2) weeks.

### STAFF RECOMMENDATION:

N/A

### FINANCIAL IMPACT:

N/A

**Submitted By:**
Markus Schwab

**Meeting Date:**
24/05/2022

**Reviewed By:**
Jessica O'Connor

## AGENDA ITEM SUMMARY

### ITEM SUMMARY:

Receive comments regarding variance requests to reduce street frontage, lot width and lot area in the LDR-B zoning district for property located at 3 & 5 Terracedale Court. *Director of Planning and Development, Chad Jacobs, will address.*

### SPECIAL CONSIDERATIONS OR CONCERNS:

The applicant, Dan Dunson, is re-platting multiple properties he owns to correct title issues, estate planning and place accessory structures with the proper principle uses. He is requesting variances for Articles 706C 3 & 4 to reduce minimum street frontage and lot width from 80' to 60' along with 706C 1 to reduce minimum lot area in the Low-Density Residential B district from .5 acre to .216 acre.

### STAFF RECOMMENDATION:

Planning & Development staff recommends APPROVAL of the variance requests (22–VAR-03) submitted by Dan Dunson to reduce the road frontage and lot width from 80' to 60' at 3 & 5 Terracedale Court and reduce the minimum lot area from .5 acre to .216 acre at 5 Terracedale Court.

### FINANCIAL IMPACT:

N/A

**Submitted By:**
Chad Jacobs

**Meeting Date:**
24/05/2022

**Reviewed By:**
Jessica O'Connor

ATTACHMENTS:
Application, 3 Terracedale Ct.pdf
3 & 5 Terracedale Court Staff Report.pdf

**PLANNING AND DEVELOPMENT SERVICES DEPARTMENT**
**APPLICATION FOR VARIANCE**

Date Received: 4-14-22 Application Number: 22-VAR-03

Instructions for Applicant:

Please complete this form and submit with any requested documents in order to complete the Variance Application. We recommend that all development professionals conducting business in the City of Griffin review the current Unified Development Code (UDC), prior to submission of this application, depending on the type of development. The UDC can be found at www.cityofgriffin.com.

The application, with all required attachments (listed below), should be delivered to the Planning & Development Services Department located at 100 S. Hill Street, 3rd Floor, Griffin, GA 30223. You may reach our office by phone at (770) 233 - 4130 between the hours of 7:30 AM and 4:30 PM Monday thru Friday, and by fax at (770) 233 - 2915. Please contact our office if you have any questions about this application or the Rezoning Process.

**Variance Application Submission Requirements:**

1. Complete Variance Application
2. Complete Variance Questionnaire
3. Property Owner or Owner's Representative Authorized Form
4. Conflict of Interest Disclosure
5. Site Plan or drawing of the respective development

CITY ACTIONS:

Planning & Development Services Staff will determine if the application is complete, assign a case number to the application, and indicate the date of receipt. The applicant will be notified in writing of the date, time and place of the required Public Hearing before the City of Griffin Board of Commissioners. It is important that a representative of the requested Variance attend the Public Hearing.

The applicant, engineer, or other representative is responsible for obtaining copies of all applicable City of Griffin ordinances and development guidelines, codes, and regulations, and to resolve all comments received and related issues.

**PLANNING AND DEVELOPMENT SERVICES DEPARTMENT**
**APPLICATION FOR VARIANCE**

Date Received: 4-14-22 Application Number: 22-VAR-03

➢ Project Name/ Description: DUNSON RECONFIGURE

Address: 3 TERRACEDALE CT GRIFFIN, GA. 30224

Parcel Number(s): 02207012
02207040
022070038A
Current Zoning: LDR-B Parcel(s) Size: _____

➢ Applicant Name: DAN DUNSON

Address: 3 TERRACEDALE CT.

City: GRIFFIN State: GA. Zip: 30224

Telephone Number(s): 770-597-0475 Email: DANDUNSON3@GMAIL.COM

➢ Property Owner Name: SAME

Address: _____

City: _____ State: _____ Zip: _____

Telephone Number(s): _____ Email: _____

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

Applicant Signature | DAN L. DUNSON Printed Name | 4-14-22 Date

**PLANNING AND DEVELOPMENT SERVICES DEPARTMENT**
**APPLICATION FOR VARIANCE**

Date Received: 4-14-22 Application Number: 22-VAR.03

➢ Applicant Name: DAN DUNSON

Project Name/ Description: DUNSON RECONFIGURE

Address: 3 TERRACEDALE CT. GRIFFIN GA. 30224

Applicable Zoning & Ordinance Section: _____

➢ The following information must be submitted with the Variance Application:

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

➢ Please provide written answers to the following questions to justify a request for Variance:

- For what reason is (are) the Variance(s) being requested, and why is it necessary for the development of the subject property? TO CORRECT TITLE ISSUES
- What special consideration(s) or circumstance(s) exist that is/ are peculiar to the subject property, and that is not applicable to other properties in the same zoning district, which makes the need for a Variance unique? FORMER DEEDS DO NOT MATCH OLD PLAT
- Explain way and how the special condition(s) or circumstance(s) described in the question above are not self – imposed actions created by the property owner. DONE IN 1930
- Explain how the City of Griffin Unified Development Code (UDC) provisions or other regulations would cause unnecessary hardship and deprive the property owner of rights commonly enjoyed by other properties in the same zoning district. NEED THIS CORRECTED FOR ESTATE PLANNING
- Explain how and why this is the minimum Variance required to allow reasonable use of the property. & COMBINING LAND LOCKED PROPERTY
- Explain how granting this Variance request would be consistent with the general intent and purpose of the City of Griffin Unified Development Code (UDC). PROVIDE ROAD ACCESS TO PROPERTIES
- Explain how this Variance will be beneficial to the surrounding properties and general public. CORRECTING TITLE ISSUES FOR THE ESTATE

**PLANNING AND DEVELOPMENT SERVICES DEPARTMENT**
**APPLICATION FOR VARIANCE**

Date Received: 4-14-22 Application Number: 22-VAR-03

## OWNER'S AUTHORIZATION

This is to certify that: DAN L. DUNSON is the Property Owner or Legal 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 ☑ Variance ☐ Special Use

☐ Development Plan ☐ Plat Approval ☐ Temporary Use

Applicant Name: DAN L. DUNSON

| | | |
|---|---|---|
| Property Owner Signature | DAN L. DUNSON | 4-14-22 |
| | Printed Name | Date |
| Legal Representative Signature | Printed Name | Date |

Notary Signature

Seal:

Commission Expiration Date:

DARI H LEWELLEN
NOTARY PUBLIC
Henry County
State of Georgia
My Comm. Expires July 29,2024

**PLANNING AND DEVELOPMENT SERVICES DEPARTMENT**
**APPLICATION FOR VARIANCE**

Date Received: 4-14-22 Application Number: 22-VAR-03

## 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 ☑ No

➢ If **yes**, please complete the following section:

- Name and position of Government Official:

_____

- Please list the date and amount of contribution(s) (aggregate total of $250.00 or more).

_____

_____

_____

Applicant Signature | DAN L. DANSON Printed Name | 4-14-22 Date

**Permit #:** 7862
**Permit Type:**
**Address:** 3 TERRACEDALE CT
**City:**
**State:**
**Zip:** 30224
**Owner:** DUNSON DAN L & NANCY M
**Owner Address:** 3 TERRACEDALE CT
**Owner City:** GRIFFIN
**Owner State:** GA
**Owner Zip:** 30224
**Owner Phone:**
**Owner Email:**
**Receipt #:** 8136
**Date:** 04/14/2022
**Paid By:** Mccann Land Surveyors
**Description:**
**Payment Type:** Check
**Payment Type Description:** 1368
**Accepted By:** Tracie Pryor

**Fees Paid**

| Fee Name | Description | Factor | Total Fee Amount | Amount Paid |
|---|---|---|---|---|
| Residential - Variance | | 0.00 | 200.00 | 200.00 |
| | | | **Total:** | **$200.00** |

## ZONING INFORMATION

LDR–B ZONING DISTRICT
(LOW DENSITY RESIDENTIAL "B")

- MINIMUM LOT SIZE : 0.50 AC.
- MINIMUM FLOOR AREA PER DWELLING: 1,800 SQ. FT.
- FRONT YARD SETBACK: 50'
- SIDE YARD SETBACK: 15'
- REAR YARD SETBACK: 25'

ZONING INFORMATION SHOWN HEREON WAS OBTAINED FROM THE CITY OF GRIFFIN CODE OF ORDINANCES AVAILABLE ONLINE. ALL ZONING INFORMATION MUST BE VERIFIED BEFORE APPROVAL OF THIS SURVEY.

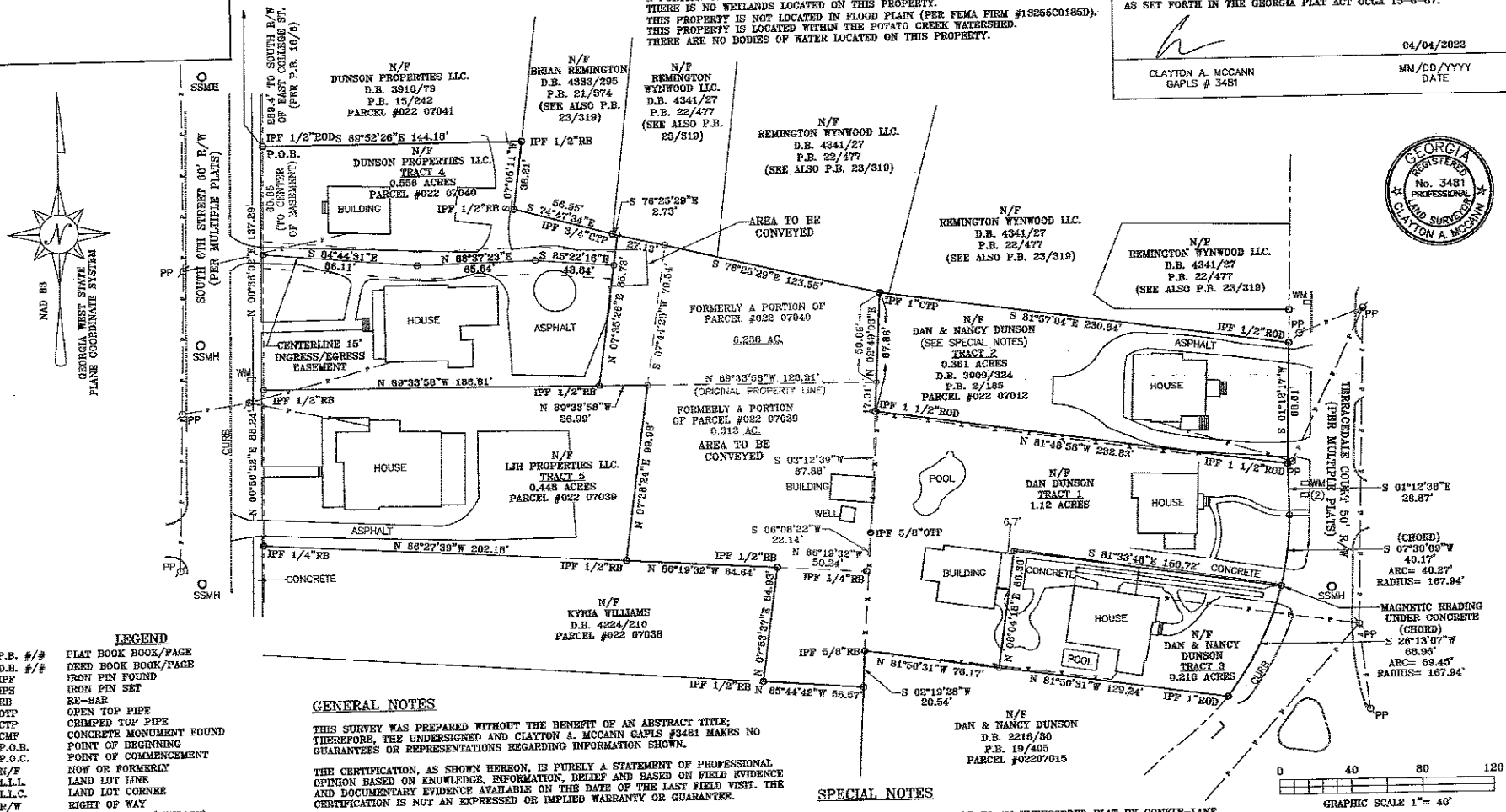
**CLOSURE**
TRACT 1= 1' IN 90,520'
TRACT 2= 1' IN 123,183'
TRACT 3= 1' IN 86,440'
TRACT 4= 1' IN 77,374'
TRACT 5= 1' IN 139,317'

## SURVEYOR CERTIFICATION

THIS SURVEY IS A RETRACEMENT OF AN EXISTING PARCEL OF LAND AND DOES NOT SUBDIVIDE OR CREATE A NEW PARCEL. THE RECORDING INFORMATION OF THE DOCUMENT(S), MAP(S), PLAT(S) OR OTHER INSTRUMENT(S) WHICH CREATED THE PARCEL(S) ARE STATED HEREON. RECORDATION OF THIS SURVEY DOES NOT IMPLY APPROVAL OF THE LOCAL JURISDICTION, AVAILABILITY OF PERMITS, COMPLIANCE WITH LOCAL REGULATIONS OR REQUIREMENTS, NOR SUITABILITY FOR ANY USE OR PURPOSE OF THE LAND. FURTHER, THE UNDERSIGNED LAND SURVEYOR CERTIFIES THAT THIS MAP, PLAT, OR PLAN COMPLIES WITH THE MINIMUM TECHNICAL STANDARDS FOR PROPERTY SURVEYS IN GEORGIA AS SET FORTH IN CHAPTER 180–7 OF THE RULES OF THE GEORGIA BOARD OF REGISTRATION FOR PROFESSIONAL ENGINEERS AND LAND SURVEYORS AND AS SET FORTH IN THE GEORGIA PLAT ACT OCGA 15–6–67.

04/04/2022
CLAYTON A. MCCANN
GAPLS # 3481
MM/DD/YYYY
DATE

A PORTION OF THIS PROPERTY IS PART OF A SUBDIVISION
THERE IS NO WETLANDS LOCATED ON THIS PROPERTY.
THIS PROPERTY IS NOT LOCATED IN FLOOD PLAIN (PER FEMA FIRM #13255C0185D).
THIS PROPERTY IS LOCATED WITHIN THE POTATO CREEK WATERSHED.
THERE ARE NO BODIES OF WATER LOCATED ON THIS PROPERTY.




## LEGEND

| | |
|---|---|
| P.B. #/# | PLAT BOOK BOOK/PAGE |
| D.B. #/# | DEED BOOK BOOK/PAGE |
| IPF | IRON PIN FOUND |
| IPS | IRON PIN SET |
| RB | RE–BAR |
| OTP | OPEN TOP PIPE |
| CTP | CRIMPED TOP PIPE |
| CMF | CONCRETE MONUMENT FOUND |
| P.O.B. | POINT OF BEGINNING |
| P.O.C. | POINT OF COMMENCEMENT |
| N/F | NOW OR FORMERLY |
| L.L.L. | LAND LOT LINE |
| L.L.C. | LAND LOT CORNER |
| R/W | RIGHT OF WAY |
| B/L | BUILDING LINE (SETBACK) |
| WM | WATER METER |
| WV | WATER VALVE |
| FH | FIRE HYDRANT |
| TELCO | TELECOMMUNICATION EQUIPMENT |
| P–BOX | POWER BOX |
| PP | POWER POLE |
| LP | LIGHT POLE |
| CB | CATCH BASIN |
| HW | HEADWALL |
| M.F.F.E. | MINIMUM FINISHED FLOOR ELEVATION |
| B.F.E. | BASE FLOOD ELEVATION |
| AC. | ACRES |
| —P— | POWER/ELECTRIC |
| —X— | FENCE |

## GENERAL NOTES

THIS SURVEY WAS PREPARED WITHOUT THE BENEFIT OF AN ABSTRACT TITLE; THEREFORE, THE UNDERSIGNED AND CLAYTON A. MCCANN GAPLS #3481 MAKES NO GUARANTEES OR REPRESENTATIONS REGARDING INFORMATION SHOWN.

THE CERTIFICATION, AS SHOWN HEREON, IS PURELY A STATEMENT OF PROFESSIONAL OPINION BASED ON KNOWLEDGE, INFORMATION, BELIEF AND BASED ON FIELD EVIDENCE AND DOCUMENTARY EVIDENCE AVAILABLE ON THE DATE OF THE LAST FIELD VISIT. THE CERTIFICATION IS NOT AN EXPRESSED OR IMPLIED WARRANTY OR GUARANTEE.

THE FIELD DATA UPON WHICH THIS SURVEY IS BASED ON HAS A CLOSURE ERROR OF 1' IN 14,994', AND WAS ADJUSTED USING THE COMPASS RULE.

EQUIPMENT USED FOR ANGULAR AND LINEAR MEASUREMENTS: LEICA TCRP 1203 ROBOTIC TOTAL STATION. [DATE OF LAST FIELD VISIT: 01/11/2022]

THE BASIS FOR THE DIRECTIONS SHOWN HEREON IS: RECORD NORTH PER UNRECORDED PLAT BY CONKLE–LANE FOR DAN DUNSON, WITH A REVISION DATE OF 03/10/2011.

IN MY OPINION; PER FEMA FIRM #13255C0185D, WITH AN EFFECTIVE DATE OF 05/03/2010, THIS PROPERTY IS NOT LOCATED IN A SPECIAL FLOOD ZONE.

## SPECIAL NOTES

REFERENCE IS HEREBY MADE TO AN UNRECORDED PLAT BY CONKLE–LANE, FOR DAN DUNSON; WITH A REVISED DATE OF 03/10/2011.

THE PROPERTY LINES SHOWN HEREON ARE AS REQUESTED BY DAN DUNSON. TRACTS 1, 3, AND 5 ARE NONCONFORMING PARCELS (PER CURRENT ZONING REGULATIONS.). TRACT 2 DOES CONFORM, AS IT REMAINS LOT 1 PER ORIGINAL SUBDIVISION PLAT RECORDED IN PLAT BOOK 2/185.

CURRENT DEEDS IN THIS AREA DO NOT REFLECT ANY OF THE CHANGES SHOWN ON REFERENCED UNRECORDED PLAT.

PER REFERENCED D.B. 3909/324; GRANTEE IS "DUNSON PROPERTIES LLC.", CHANGED NAME PER DAN DUNSON REQUEST.

**PURPOSE STATEMENT**
THE PURPOSE OF THIS PLAT IS TO RECONFIGURE SEVERAL PARCELS.


McCANN LAND SURVEYORS
315 SOUTH 9TH STREET
GRIFFIN, GA, 30224
(470) 204–7080
MCCANNLS.COM


RECONFIGURATION/BOUNDARY SURVEY FOR:

# DAN DUNSON

LOCATED IN THE CITY OF GRIFFIN, SPALDING COUNTY, GEORGIA

| | |
|---|---|
| MCLS JOB | #21299 |
| DRAWING BY | AWC |
| CHECKED BY | CAM |
| DRAWING DATE | 03/18/2022 |
| PAGE | 1 OF 1 |

# Variance
# 3 and 5 Terracedale Court
# Project No. 22-VAR-03

**Applicant:** Dan Dunson
**Owner:** Dan Dunson

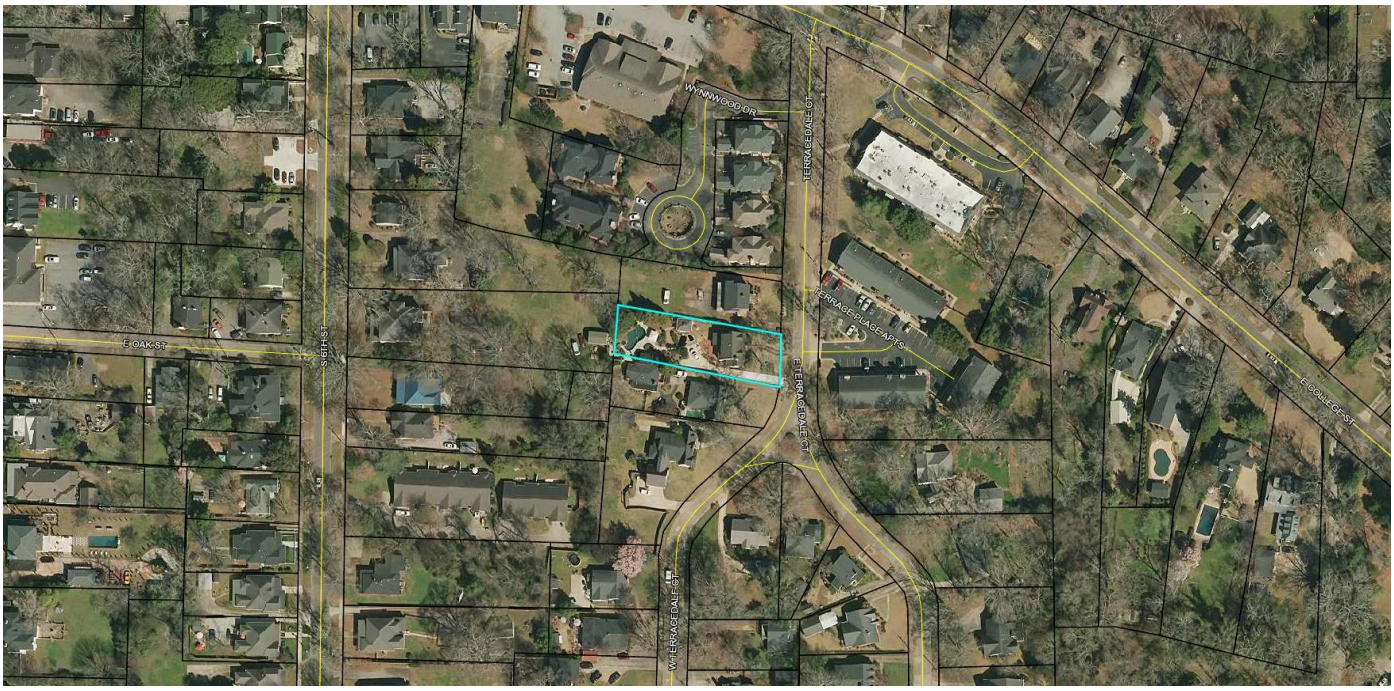






| | |
|---|---|
| **Current Land Use Classification** | Residential |
| **Current Zoning** | Low Density Residential - B, LDR-B |
| **Proposed Variance** | Minimum lot size and minimum lot width |
| **Parcel Size** | 0.37 +/- & 0.36 +/- |
| **Map, Block & Lot Number** | 022 07013 & 022 07014 |
| **City Commission** | May 24, 2022 |
| **District Commissioner Member** | Holly Murray |
| **Citizen Notification** | Legal Notice was run in the May 6, 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 May 6, 2022. |

**Proposal/Site Location:**
The applicant, Dan Dunson is re-platting multiple properties he owns to correct title issues, estate planning and place accessory structures with the proper principle uses. He is requesting variances for Articles 706C 3 & 4 to reduce minimum street frontage and lot width from 80' to 60' along with 706C 1 to reduce minimum lot area in the Low-Density Residential B district from .5 acre to .216 acre.




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

Article 410 Variance
Article 706(C) Low Density Residential B, LDR-B

**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 these particular pieces of property as it relates to its size and shape. As the lots were subdivided in the early 1930's, they obviously predate the current LDR-B zoning district physical requirements and are legal nonconforming (grandfathered). The applicant is proposing to re-plat these lots for estate planning and title purposes. They cannot conform to the current standards due to the age of the subdivision and the constraints of similar issues with lot size and frontage adjacent to the subject properties.

2. **The application of these regulations to this particular piece of property would create a practical difficulty or unnecessary hardship.**
   The application of these regulations to these properties will create a practical difficulty or unnecessary hardship as many of the surrounding lots are also legal nonconforming. The applicant has no other options to address the estate matters but to ask for variances.

3. **Such conditions are peculiar to the piece of property involved.**
   Such conditions are peculiar to these pieces of property involved however the lots as proposed will still be consistent with many of those surrounding which are also legal nonconforming.

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 requests for variance to reduce the road frontage, lot width and lot size requirements in LDR-B. For the applicant to correct title and estate planning matters, there are no other options but to request variances tied to the proposed re-platting of land. Granting of the variances will not create a negative precedent as there are many lots surrounding the subject properties which are in similar legal nonconformities with respect to road frontage, lot widths and lot size.

**Planning Staff Recommendation:**

Planning & Development staff recommends **APPROVAL** of the variance requests (22–VAR-03) submitted by Dan Dunson to reduce the road frontage and lot width from 80' to 60' at 3 & 5 Terracedale Court and reduce the minimum lot area from .5 acre to .216 acre at 5 Terracedale Court.

**Submitted by:**

Chad Jacobs
Director
Planning and Development Services

# AGENDA ITEM SUMMARY

## ITEM SUMMARY:

Consider amendment to the Granicus Website, Peak Agenda, and govService contract to remove govService and add OpenForms at no cost. *Sr. Systems Administrator Cody Stonica will address.*

## SPECIAL CONSIDERATIONS OR CONCERNS:

Granicus's newly acquired product, OpenForms, has more advanced capabilities than the product's predecessor, govService. These advanced capabilities will allow Griffin to consolidate other software products into OpenForms which will save in annual renewal costs as well as provide a more cohesive experience to Griffin's citizens when engaging with the City of Griffin digitally including the ability to take miscellaneous online payments, such as open records requests payments.

## STAFF RECOMMENDATION:

Staff recommends approval.

## FINANCIAL IMPACT:

This is a no cost swap from the govService to OpenForms product.

**Submitted By:**
Gibb Cotton

**Meeting Date:**
24/05/2022

**Reviewed By:**
Jessica O'Connor

ATTACHMENTS:
02 - Griffin GA - Open Forms swap.pdf

408 Saint Peter Street, Suite 600
Saint Paul, MN 55102
United States

Amendment
Prepared for
**Griffin, GA**

# Second Amendment to the Granicus Service Agreement between Granicus, LLC and Griffin, GA

This Second Amendment to the Granicus, LLC Service Agreement is effective on the date this document is signed and entered into by and between Granicus, LLC, a Minnesota Limited Liability Company d/b/a Granicus (hereinafter referred to as "Granicus"), and Griffin, GA (hereinafter referred to as "Client"), with reference to the following:

WHEREAS, the Client and Granicus entered into an Agreement effective 03/26/2021 (the "Agreement"); and

WHEREAS, in addition to Client's existing solution, Client wishes to add certain products and services as detailed in Q-185487, which is attached as Exhibit A and incorporated herein by reference; and

NOW, THEREFORE, in consideration of the premises, the parties intend that the Agreement be amended as follows:

1. Compensation shall be amended to include the fees detailed in Exhibit A. Exhibit A is exclusive of applicable state, local, and federal taxes, which, if any, will be included in the invoice. It is the responsibility of the Client to provide applicable exemption certificate(s).
2. Except as amended by this Second Amendment, all other terms and conditions of the Agreement shall remain in full force and effect.
3. In the event of any inconsistency between the provisions of this Second Amendment and the documents comprising the Agreement, the provisions of this Second Amendment shall prevail.

IN WITNESS WHEREOF, the parties have caused this Second Amendment to be executed by their duly authorized representatives.

## Agreement and Acceptance

By signing this document, the undersigned certifies they have authority to enter the agreement. The undersigned also understands the services and terms.

| **Griffin, GA** | **Granicus** |
|---|---|
| **Signature:** | **Signature:** |
| **Name:** Douglas S. Hollberg | **Name:** |
| **Title:** Mayor, Board of Commissioners | **Title:** |
| **Date:** May 24, 2022 | **Date:** |

Attest:_____
Jessica W. O'Connor, Secretary

(SEAL)

Approved as to form:

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

# Exhibit A

## ORDER DETAILS

| | |
|---|---|
| **Prepared By:** | Bill Marshall |
| **Phone:** | (202) 559-3037 |
| **Email:** | bill.marshall@granicus.com |
| **Order #:** | Q-185487 |
| **Prepared On:** | 05/05/2022 |
| **Expires On:** | 06/26/2022 |

## ORDER TERMS

| | |
|---|---|
| **Currency:** | USD |
| **Payment Terms:** | Net 30 (Payments for subscriptions are due at the beginning of the period of performance.) |
| **Current Billing Term End Date:** | 06/27/2022 |

## PRICING SUMMARY

The pricing and terms within this Proposal are specific to the products and volumes contained within this Proposal.

| Terminating Subscriptions | | |
|---|---|---|
| **Solution** | **Quantity/Unit** | **Prior Annual Fee** |
| govService Essentials<br>Digital Services (up to): 15<br>Annual Cases (up to): 10000 | 0 Each | $0.00 |
| Service Designer/Customer Portal/Staff Portal<br>Digital Services (up to): 15<br>Annual Cases (up to): 10000 | 0 Each | $5,088.00 |
| Customer Service Hub | 0 Each | $3,420.00 |
| Payment Connector (Stripe - Standard) | 0 Each | $0.00 |
| **SUBTOTAL:** | | **$8,508.00** |

*Upon the signing of this Agreement, annual fees for the terminating subscription(s) shall cease. Any pre-paid fees for the terminating subscription(s) after the signing of this Agreement will be prorated from the signing of this Agreement to the end of the Client's then-current billing term, credited, and such credit applied to the annual fees for new subscriptions.*

*Client will continue to have access to and use the terminating solution until the new subscription(s) is/are deployed.*

*Upon the deployment of Client's new solution as determined at Granicus' sole discretion, Granicus shall remove access to the Client's terminating subscription(s).*

| Existing Subscriptions | | | |
|---|---|---|---|
| **Solution** | **Billing Frequency** | **Quantity/Unit** | **Annual Fee** |
| Peak Agenda Management | Annual | 1 Each | $4,200.02 |
| Single Sign-On (SSO) for other portals | Annual | 1 Each | $0.00 |
| Boards and Commissions | Annual | 1 Each | $2,000.00 |
| govAccess - Maintenance, Hosting, & Licensing Fee - Core | Annual | 1 Each | $5,000.00 |
| Open Platform Suite | Annual | 1 Each | $0.00 |
| Send Agenda (Peak) | Annual | 1 Each | $0.00 |
| Open Platform Suite | Annual | 1 Each | $0.00 |
| govDelivery for Integrations | Annual | 1 Each | $0.00 |

| One-Time Fees | | | |
|---|---|---|---|
| **Solution** | **Billing Frequency** | **Quantity/Unit** | **One-Time Fee** |
| Training - OpenForms | Upon Delivery | 1 Each | $0.00 |
| OpenForms Enterprise (30 users, 100 forms) Setup and Configuration Package | Up Front | 1 Each | $0.00 |
| **SUBTOTAL:** | | | **$0.00** |

| New Subscription Fees | | | |
|---|---|---|---|
| **Solution** | **Billing Frequency** | **Quantity/Unit** | **Annual Fee** |
| OpenForms Enterprise License (30 users, 100 forms) | Annual | 1 Each | $8,508.00 |
| **SUBTOTAL:** | | | **$8,508.00** |

*Please note, annual fees for new subscriptions will be prorated to align to Client's then-current billing term. Exceptions include Recurring Captioning Services, SMS, and Targeted Messages.*

## FUTURE YEAR PRICING

| Solution(s) | Period of Performance | | |
|---|---|---|---|
| | Year 2 | Year 3 | Year 4 |
| Peak Agenda Management | $4,494.02 | $4,808.60 | $5,145.21 |
| Single Sign-On (SSO) for other portals | $0.00 | $0.00 | $0.00 |
| Boards and Commissions | $2,140.00 | $2,289.80 | $2,450.09 |
| govAccess - Maintenance, Hosting, & Licensing Fee - Core | $5,350.00 | $5,724.50 | $6,125.22 |
| Open Platform Suite | $0.00 | $0.00 | $0.00 |
| Send Agenda (Peak) | $0.00 | $0.00 | $0.00 |
| Open Platform Suite | $0.00 | $0.00 | $0.00 |
| govDelivery for Integrations | $0.00 | $0.00 | $0.00 |
| OpenForms Enterprise License (30 users, 100 forms) | $9,103.56 | $9,740.81 | $10,422.67 |
| **SUBTOTAL:** | **$21,087.58** | **$22,563.71** | **$24,143.19** |

## PRODUCT DESCRIPTIONS

| Solution | Description |
|---|---|
| Peak Agenda Management | Peak Agenda Management is a Software-as-a-Service (SaaS) solution that enables government organizations to simplify the agenda management and minutes recording process of the clerk's office. Peak Agenda Management allows clerks to streamline the way they compile and produce agendas and record minutes for public meetings and includes:<br>• Unlimited user accounts<br>• Unlimited meeting bodies and meeting types<br>• Access to up to one (1) Peak Agenda Management site |
| Single Sign-On (SSO) for other portals | Single Sign-On (SSO) for other portals |
| Boards and Commissions | Boards and Commissions is a Software-as-a-Service (SaaS) solution that enables government organizations to simplify the citizen application and appointment to boards process of the clerk's office. Boards and Commissions includes:<br>• Unlimited user accounts<br>• Unlimited boards, commissions, committees, and subcommittees<br>• Unlimited storage of citizen applications<br>• Access to up to one (1) Boards and Commissions site<br>• Access to customizable, embeddable iFrame websites for displaying information to citizens<br>• Access to a customizable online citizen application form including board-specific questions<br>• Customizable forms for board details, appointment details, and internal tracking details<br>• Pre-designed document PDFs for applications, board details and rosters, and vacancy reports<br>• Downloadable spreadsheets for easy reporting<br>*Optional custom templates for document or report generation may also be purchased for an additional fee.* |

| Solution | Description |
|---|---|
| govAccess - Maintenance, Hosting, & Licensing Fee - Core | The govAccess Maintenance, Hosting, and Licensing plan is designed to equip the client with the technology, expertise and training to keep the client's website relevant and effective over time.<br><br>Services include the following:<br>• Ongoing software updates<br>• Unlimited technical support (6:00 AM - 6:00 PM PT, Monday - Friday)<br>• Access to training webinars and on-demand video library<br>• Access to best practice webinars and resources<br>• Annual health check with research-based recommendations for website optimization<br>• DDoS mitigation<br>• Disaster recovery with 90-minute failover (RTO) and 15-minute data replication (RPO) |
| Open Platform Suite | Open Platform is access to MediaManager, upload of archives, ability to post agendas/documents, and index of archives. These are able to be published and accessible through a searchable viewpage. |
| Send Agenda (Peak) | Send Agenda is dependent on an active subscription to the relevant govMeetings agenda. |
| Open Platform Suite | Open Platform is access to MediaManager, upload of archives, ability to post agendas/documents, and index of archives. These are able to be published and accessible through a searchable viewpage. |
| govDelivery for Integrations | Send notification bulletins directly to constituents who subscribe to receive updates directly through Granicus (powered by govDelivery). Recieve a monthly metrics report delivered via email to show subscriber growth and engagement activity for the past month of bulletin sends, and grow subscribers through access to the Granicus Advanced Network.<br><br>Note: govDelivery intergrations is dependent on an active subscription to the relevant govMeetings agenda or govAccess CMS solutions. |

| Solution | Description |
|---|---|
| OpenForms Enterprise License (30 users, 100 forms) | OpenForms is a digital forms builder specifically designed for Government. Government services can be complicated, but the experience for the residents accessing them shouldn't have to be. OpenForms is perfect for the business of government, with capabilities that will help you convert complex, multi-page forms and processes into simple, step-by-step online forms that adjust based on customers responses. The Enterprise plan to accelerate digital transformation for up to: 30 users, 100 published forms.<br><br>Key features include:<br>• Workspaces<br>• Response workflows<br>• Custom documents (Certificates, permits, formal letters & more)<br>• Form versioning & scheduling<br>• Drag and drop form builder<br>• Display logic and calculations<br>• Payments<br>• Insights dashboard<br>• Form analytics<br>• Support team access<br>• Save responses<br>• Unlimited responses<br>• Data connections and API access<br>• Up to: 50GB file uploads, 2,000 web API calls per hour, 20 custom documents per form |
| Training - OpenForms | OpenForms training session for up to 20 people. |
| OpenForms Enterprise (30 users, 100 forms) Setup and Configuration Package | Set up and configuration of OpenForms Enterprise License, 30 users, 100 forms |

## GRANICUS ADVANCED NETWORK AND SUBSCRIBER INFORMATION

- **Granicus Communications Suite Subscriber Information.**

- Data provided by the Client and contact information gathered through the Client's own web properties or activities will remain the property of the Client ('Direct Subscriber'), including any and all personally identifiable information (PII). Granicus will not release the data without the express written permission of the Client, unless required by law.
- Granicus shall: (i) not disclose the Client's data except to any third parties as necessary to operate the Granicus Products and Services (provided that the Client hereby grants to Granicus a perpetual, non-cancelable, worldwide, non-exclusive license to utilize any data, on an anonymous or aggregate basis only, that arises from the use of the Granicus Products by the Client, whether disclosed on, subsequent to, or prior to the Effective Date, to improve the functionality of the Granicus Products and any other legitimate business purpose, including the right to sublicense such data to third parties, subject to all legal restrictions regarding the use and disclosure of such information).

- **Data obtained through the Granicus Advanced Network.**
  - Granicus offers a SaaS product, known as the Communications Cloud, that offers Direct Subscribers recommendations to subscribe to other Granicus Client's digital communication (the 'Advanced Network'). When a Direct Subscriber signs up through one of the recommendations of the Advanced Network, that subscriber is a 'Network Subscriber' to the agency it subscribed to through the Advanced Network.
  - Network Subscribers are available for use while the Client is under an active subscription with Granicus. Network Subscribers will not transfer to the Client upon termination of any Granicus Order, SOW, or Exhibit. The Client shall not use or transfer any of the Network Subscribers after termination of its Order, SOW, or Exhibit placed under this agreement. All information related to Network Subscribers must be destroyed by the Client within 15 calendar days of the Order, SOW, or Exhibit placed under this agreement terminating.
  - Opt-In. During the last 10 calendar days of the Client's subscription, the Client may send an opt-in email to Network Subscribers that shall include an explanation of the Client's relationship with Granicus terminating and that the Network Subscribers may visit the Client's website to subscribe to further updates from the Client in the future. Any Network Subscriber that does not opt-in will not be transferred with the subscriber list provided to the Client upon termination.

## UPDATES TO SHARED SHORT CODES FOR SMS/TEXT MESSAGING (US CLIENTS ONLY):

- Granicus will be migrating all clients with SMS/Text Messaging Solutions using a shared short code option to a unique standard toll-free number within the United States (International numbers not supported). Short Codes are recommended for Text-to-Subscribe functionalities, if enabled where available, for an additional fee.
- Client must have explicit opt-in for all destinations sent to and adhere to all CTIA guidelines for the duration of its use.

## AGENDA ITEM SUMMARY

### ITEM SUMMARY:

Consider declaring certain out-of-life cycle information technology equipment surplus and sell through GovDeals online auction service (see attachment). *Sr. Systems Administrator, Cody Stonica, will address.*

### SPECIAL CONSIDERATIONS OR CONCERNS:

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

### STAFF RECOMMENDATION:

Staff recommends approval.

### FINANCIAL IMPACT:

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

**Submitted By:**
Gibb Cotton

**Meeting Date:**
24/05/2022

**Reviewed By:**
Jessica O'Connor

ATTACHMENTS:
IT Surplus.pdf

| Dell 3040s | Dell 3050s | Dell 3020s |
|---|---|---|
| 6YK5ND2 | | 966DS22 |
| HQXV0M2 | | GSHZR22 |
| 6YL0ND2 | | HYXQR22 |
| 6YH5ND2 | | GRT0S22 |
| 6YG0ND2 | | GT7LR22 |
| 6YH4ND2 | | |
| 6YKWMD2 | | |
| 6YH1ND2 | | |
| 6YL1ND2 | | |
| 6YK0ND2 | | |
| 6YK2ND2 | | |
| HQTX0M2 | | |
| 6YG1ND2 | | |
| 6YLXMD2 | | |
| 6YDYMD2 | | |
| 6YK4ND2 | | |
| HR0K7M2 | | |
| 6YG4ND2 | | |
| 6YHYMD2 | | |
| HR2W0M2 | | |
| HR0X0M2 | | |
| 6YH3ND2 | | |
| 6YHWMD2 | | |
| 6YK3ND2 | | |
| 6YJWMD2 | | |
| 6YDZMD2 | | |
| HR1L7M2 | | |
| 6YJ1ND2 | | |
| 6YG2ND2 | | |
| 6YK1ND2 | | |
| 6YH2ND2 | | |
| 6YFWMD2 | | |
| 6YF5ND2 | | |
| 6YL5ND2 | | |
| HQTW0M2 | | |
| HR1M7M2 | | |
| 6YFZMD2 | | |
| HQWX0M2 | | |
| 6YKYMD2 | | |
| 6YJ2ND2 | | |
| 6YL3ND2 | | |
| 6YF1ND2 | | |
| 6YG3ND2 | | |
| 6YJ5ND2 | | |

| Dell 3020s Tower | Brother Printer | Dell S518WLProjector |
|---|---|---|
| 9kt7p52 | U62905G1F219128 | 1FVYDK2 |
| 3mt7p52 | | 9TG04P1 |
| jht7p52 | | BQG04P1 |
| 55v7p52 | | H1QG1S1 |
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| Intellex DBMX | ADVIDIA VP16V2 | Dell Latitude E6400 XFR |
|---|---|---|
| 105A0505016126 | 675855722 | 4919KK1 |
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| Dell 980 | Panasonic | Dell Venue 11 Pro Tablet |
|---|---|---|
| 1GSR8P1 | 5ETSA02159 | BC:83:85:1E:3F:30 (cog04993 |
| | 2JTSA35742 | |
| | 3ATSA52395 | |
| | 3ATSA51922 | |
| | 4BTSA64259 | |
| | 4CTSA76068 | |
| | 5ETSA02035 | |
| | 3ATSA51964 | |
| | 4BTSA63728 | |
| | 3ATSA52487 | |
| | 3ATSA51624 | |
| | 3ATSA52424 | |
| | 4CTSA765810 | |
| | 4CTSA76095 | |
| | 5ETSA02112 | |
| | 3ATSA52374 | |
| | 4CTSA76166 | |
| | 5FTSA06569 | |
| | 3ITSA15308 | |
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| Shortel 230 | Cyber Power PR 2200 | BROCADE FASTLRON SX 1600 |
|---|---|---|
| 45L18SC10063 | PH08U2000290 | B62528G03F |
| 45L17SC10085 | GAA9S2000104 | |
| | | |
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| MULTI Output access control | Dell Monitor E19090WB | E2016H |
|---|---|---|
| AL400ULMX -SN 7822399359 | MX0K474F742628BB27TS | CN0JR3M0 |
| Northern SN - 91000IVX | | |
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| Catalyst Swirch 2900 Series XL | Juniper EX200 | Switch 2950 |
|---|---|---|
| FAB0438M2EM | CV0211441511 | FHK0647Y0X2 |
| | | |
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| Dell Docking Station | Fujipsu FI5120C | Baracode Fast Iron Edge |
|---|---|---|
| QAD0280202135 | 87546 | A02529G01L |
| 3539150602480 | | |
| qADK102801058 | | |
| 3102397450009A02F9 | | |
| 3102397450008P035F | | |
| US028NDH7818174ALC0NA01 | | |
| W118980701755 | | |
| 2200571301603 | | |
| qadk012801051 | | |
| 2282727601866 | | |
| 2528237601510 | | |
| 2282727601885 | | |
| qadk102801027 | | |
| 4049691400744 | | |
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| Baracode Net Iron CER2024FAC | Bracode ICX661024FE | Bracode Switch ICX6450-48P |
|---|---|---|
| K10515G04M | BXL2531K0C1 | BZT0423Q0E1 |
| | BXL2531K0BG | |
| | | |
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| Fountry Fast Iron | Dell Power Edge Server 860 | Sonicwall E5500 |
|---|---|---|
| CY42083187 | D19NYD1 | 0017C5C0E438 |
| | | 0017C5C17F90 |
| | | |
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| Brocade Switch 745048P | Dell Optiplex 980 | Dell Optiplex 7010 |
|---|---|---|
| CYR3349K0DZ | 1GXT8P1 | 2601yv1 |
| | | |
| | | |
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| Fitzi Scanner Fi5120C | Panasonic Docking | Samsung GT-p7510ma |
|---|---|---|
| FI5120C081766 | 3HDK034627 | r63b643809h |
| | 4ADK040222 | |
| | 4adk04048 | |
| | 3GDK034121 | |
| | 4ADK040433 | |
| | zztpe12690p0210 | |
| | zztpe1269zp0237 | |
| | zztpe1269zp0209 | |
| | zztpe1269zp0211 | |
| | | |
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| Dell Atom | Dell Monitor 2407wfpb | Shortel 230 |
|---|---|---|
| 1 | mx0cc3024663477g1u6u | 45b33nt10205 |
| | | |
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| Radio Shak Power Supply | Bamboo | Nano Bridge |
|---|---|---|
| 1 | 8jkpo000298 | 1 |
| | | |
| | | |
| | |

| Computer Bags | Dell Dock SPR 240 | Plavius Rugged Docking Station |
|---|---|---|
| 3 | 449691400749 | zztpe82310n0102 |
| | QAD0280202064 | |
| | QAD0280201970 | |
| | 4049691400752 | |
| | | |
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| HP DESKJET 1112 | Meraki | Shure wireless Reciever |
|---|---|---|
| 1 | 1 | 1 |
| | | |
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| TVs | Card Reader | latitude 5290 |
|---|---|---|
| 55" Vizio | Persona C30e | JCYV0X2 |
| 32" LG | | |
| | | |
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| latitude 5285 | latitude 10st2 | samsung Tablet |
|---|---|---|
| 3K97GH2 | 4RBQRT1 | R63B630679E |
| GYYM3H2 | 14RXQT1 | |
| 6DSM3H2 | D0RXQT1 | |
| | 2WGZQT1 | |
| | 8YBQRT1 | |
| | J0RXQT1 | |
| | 4RGZQT1 | |
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| dell e6400 | Sony MVCFD88 | Sony Tape Recorder M-100MC |
|---|---|---|
| 811T4M1 | 1 | 1 |
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| AT&T 3G Sim Card | Canon Rebel T3 Camera EF-S | Samsung SM-T237P |
|---|---|---|
| 1 | 1 | 3 |
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| Samsung Tablet GT-P7510MA | Sony Digital Mavica MVC-FD73 | HAVIS 0315PAN410 |
|---|---|---|
| 1 | 1 | 0315p41012706 |
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| Latitude 10 k06m | NETGEAR rn3220 | kyocera ecosys fsc2126mfp+ |
|---|---|---|
| 1 | 3hf6480x0015e | 1 |
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| dell e2009wt | dell e2014hf |
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| 1 | 2 |
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| Dell 3040s | Dell 3050s | Dell 3020s |
|---|---|---|
| 6YKZMD2 | | |
| 6YJZMD2 | | |
| 6YF0ND2 | | |
| 6YGXMD2 | | |
| 6YF3ND2 | | |
| HQXW0M2 | | |
| HQZL7M2 | | |
| HR2X0M2 | | |
| 6YLWMD2 | | |
| HR2L7M2 | | |
| 6YJYMD2 | | |
| HQVV0M2 | | |
| 6YL2ND2 | | |
| 6YFXMD2 | | |
| 6YKXMD2 | | |
| 6YGWMD2 | | |
| 6YJ4ND2 | | |
| 6YHXMD2 | | |
| 6YHZMD2 | | |
| HQTJ7M2 | | |
| HQZW0M2 | | |
| 6YJ0ND2 | | |
| kyfmd2 | | |
| 6yfymd2 | | |

# AGENDA ITEM SUMMARY

## ITEM SUMMARY:

Consider agreement with the Cybersecurity and Infrastructure Security Agency (CISA) to perform Cyber Hygiene Services including vulnerability scans of the City of Griffin's network at no cost. *Sr. Systems Administrator, Cody Stonica will address.*

## SPECIAL CONSIDERATIONS OR CONCERNS:

The Cybersecurity and Infrastructure Security Agency (CISA) provides free cyber hygiene service including vulnerability scanning, web application scanning, phishing campaigns and remote penetration testing to federal, state, local, tribal and territorial governments. This service will prepare the City of Griffin's IT staff to better combat the constant threat of cyber attack and proactively patch discovered vulnerabilities.

## STAFF RECOMMENDATION:

Staff recommends approval.

## FINANCIAL IMPACT:

This is no cost service provided by the Cybersecurity and Infrastructure Security Agency.

**Submitted By:**
Gibb Cotton

**Meeting Date:**
24/05/2022

**Reviewed By:**
Jessica O'Connor

ATTACHMENTS:
CISA ROE SLTT - V4.03 04.24.20 - REDACTED.pdf
COG_Acceptance Letter - Cyber Hygiene - SLTT_PS Elections v5 - REDACTED.pdf
City Attorney approval email.pdf

CYBERSECURITY ASSESSMENTS

RULES OF ENGAGEMENT

Between the

CYBERSECURITY AND INFRASTRUCTURE SECURITY AGENCY

And

# City of Griffin

April 23, 2020

Version – SLTT 4.03

Prepared By:

U.S. Department of Homeland Security

Cybersecurity and Infrastructure Security Agency

THE ATTACHED MATERIALS MAY CONTAIN DEPARTMENT OF HOMELAND SECURITY INFORMATION THAT IS "FOR OFFICIAL USE ONLY", OR OTHER TYPES OF SENSITIVE BUT UNCLASSIFIED INFORMATION REQUIRING PROTECTION AGAINST UNAUTHORIZED DISCLOSURE, INCLUDING CONFIDENTIAL AND LEGALLY PRIVELEGED INFORMATION UNDER FEDERAL AND STATE LAW. THE ATTACHED MATERIALS MUST BE HANDLED AND SAFEGUARDED IN ACCORDANCE WITH APPROPRIATE PROTECTIONS FOR SUCH INFORMATION.

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8 **Termination** ..... 10

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## 1 Introduction

### 1.1 Purpose organization

This document establishes the Rules Of Engagement (ROE) for cybersecurity assessments requested by City of Griffin (COG) from the Cybersecurity and Infrastructure Security Agency (CISA).

### 1.2 Scope

This ROE applies to COG and CISA for all services documented through the procedures described herein. In addition, it applies to all CISA personnel who may access data obtained or generated under this ROE. This ROE does not include services for any classified computer, system or network nor access to any classified information.

### 1.3 Background

CISA utilizes a defined strategy and methodology for testing, assessing and analyzing target systems with state-of-the-art tools and highly trained security experts to conduct Vulnerability and Threat Assessments. The purpose of these Assessments is to assist COG in developing a strategy for improving cybersecurity posture and aligning it with enterprise architecture and mission objectives.

CISA conducts comprehensive assessments of federal and non-federal networks, including critical infrastructure networks, under authority of Title XXII of the Homeland Security Act (6 U.S.C. § 651 et seq., *see especially* section 2209 (6 U.S.C. § 659)) and the Federal Information Security Modernization Act (FISMA) (44 U.S.C. §§ 3551 et al.). CISA teams assess unclassified networks to evaluate the security posture when compared to best practices, regulations, policies and standards relating to cybersecurity. CISA team services include various cybersecurity assessment activities such as network mapping, vulnerability scanning, host based assessment, database and web application scanning, phishing, red teaming, and rogue wireless access point detection. The CISA teams include both federal government employees and contractor support personnel. All contractors serving on CISA teams have signed valid DHS 11000-6 Non Disclosure Agreements.

Insert Establishment Background (Optional)

## 2 Procedures and Authorizations Prior to Service

2.1 This ROE is effective when signed by the COG CIO or equivalent authorized official and the CISA Assessments Branch Chief.

2.2 Pursuant to this ROE, COG may request CISA team services by completing an Appendix A in advance, each time service is requested. The CISA team will only perform those services specifically selected by COG in the Appendix A and will only access systems and/or IP addresses identified by COG in the Appendix A, during the period of time agreed upon in that Appendix A. Each new

Appendix A will be sequentially marked, e.g., Appendix A-1, Appendix A-2, Appendix A-3. The Appendix A is complete and becomes part of this ROE when all relevant information has been provided, including the selection of the Site Monitor, and Appendix A is signed by both the Site Authority (either the Site Monitor or the relevant CIO/authorized official) and the CISA Team Lead. Prior to the start of CISA team services, the COG Site Monitor shall provide signed copies of the complete Appendix A to the COG CIO or equivalent authorized official and the CISA Team Lead shall provide the same to the CISA Assessments Branch Chief.

2.3 In the event that any site/IP address proposed to be in-scope of requested CISA team services is operated by a COG sub-entity whose CIO or equivalent authorized official has unique or exclusive authority over that site/IP address, the sub-entity CIO or equivalent authorized official must complete and sign a separate Appendix A authorizing CISA to conduct requested services within that site/IP address range.

2.4 In the event that any site/IP address identified by COG in an Appendix A is operated or maintained by a third party (e.g. contractor or cloud-service provider) on behalf of COG, COG will ensure that the third party provides authorization for testing by either filling out and signing the form at Appendix B or completing the third party's authorization process and providing proof of authorization to the CISA team. Appendix B is complete and becomes part of this ROE when signed by an authorized representative of the third party. Each new Appendix B will be labeled with the corresponding Appendix A number and a sequential alpha character. For example, an Appendix B for two third parties under COG 's fourth request for services would involve Appendix A-4 and Appendix B-4a and Appendix B-4b, respectively. Prior to the start of CISA team services, signed copies of each complete Appendix B will be provided by the Site Authority to the COG CIO or equivalent authorized official and by the CISA Team Lead to the CISA Assessments Branch Chief.

2.5 Services provided by the CISA team are described in the Services Catalogue at Appendix C. The Services Catalogue may be updated at any time by notice to COG. Correspondingly, the template for Appendix A may be updated by notice to COG to reflect new or changed services offered by the CISA team in an updated Services Catalogue.

2.6 Some CISA services described in the Appendix C Services Catalogue may require use of one or more of COG 's unique seal, trademark, name, or insignia in phishing emails. COG hereby grants CISA the right to use such seal, trademark, name, or insignia. COG is responsible for obtaining any internal authorizations necessary for CISA use of its seal, trademark, name, or insignia, consistent with applicable law and procedures.

2.7 Some CISA services described in the Appendix C Services Catalogue will involve scanning or other network traffic originating from IP addresses or similar identifiers belonging to CISA or entities that CISA has contracted with, including cloud service providers. Such IP addresses or similar identifiers will be made known to the Site Monitor, when appropriate. CISA will also notify the Site Monitor should the IP addresses or other identifiers change.

2.8 COG certifies that its log-on consent banners or notices; terms-of-use policies or user agreements; computer training programs; and any other mechanisms used to notify users and obtain their consent to the terms and conditions of computer use clearly demonstrate to COG computer users and obtain their consent that:

"Users have no reasonable expectation of privacy regarding communications or data transiting, stored on or traveling to or from this network/system. Any communications or data transiting, stored on or traveling to or from this network/system will be monitored and may be disclosed to third parties, including other governmental entities, or used for any lawful government purpose."

3 **Site Preparation**

The COG Site Monitor identified in Appendix A is an COG authorized representative responsible for preparing the site, serving as COG 's primary point of contact for the CISA team, and monitoring CISA team services at that site for the agreed upon time and services identified in the Appendix A. Prior to the start of any CISA team services:

3.1 The Site Monitor and the CISA Team Lead will review the Appendix A and ensure that either an additional Appendix A and/or a completed Appendix B have been provided, if applicable, for all sub-entities or third parties.

3.2 The Site Monitor will coordinate and ensure, as appropriate, the involvement of COG officials and adherence to COG policies and standard operating procedures that could have an impact on the scanning activities and the information systems being assessed.

3.3 The Site Monitor will identify to the CISA team potentially sensitive COG devices prior to testing.

3.4 The Site Monitor is responsible for ensuring system backups have been performed and restore processes are validated prior to the start of external or internal CISA team services.

3.5 The Site Monitor will provide the CISA team with information about the internal IT environment.

3.6 Certain CISA team services may require administrator or other specific user access to the networks or systems being tested. The Site Monitor is responsible for ensuring access for the CISA team. If administrator provisions are required, access will be granted by either (1)Either COG or CISA establishing a separate administrative account for testing (e.g., "CISATeam"), or (2) through the use,

under COG supervision and control, of an existing administrator account. It is recommended that separate testing accounts will be established prior to the arrival of the CISA team.

3.7 The Site Monitor, on behalf of COG and in coordination with other COG officials as appropriate, will use best efforts to identify to CISA in advance any categories of data, which may be encountered by CISA during the selected services, that are sensitive in nature or protected from disclosure by statute, regulation, or other authority, including personally identifiable information, and will provide CISA instructions on how to identify and handle such data if encountered by the CISA team. The Site Monitor and CISA Team Lead will work together to structure the engagement to ensure that the CISA team does not come into contact with such data to the maximum extent possible or that appropriate data handling requirements have been put into place. The Site Monitor and CISA Team Lead will also discuss in advance what initial actions should be taken in the event that unforeseen sensitive data is encountered during CISA team services.

3.8 For assessments conducted onsite at the COG facility, the Site Monitor may request and is permitted to authorize COG IT staff or security personnel to scan the CISA team assessment equipment for vulnerabilities prior to network connection using agreed upon vulnerability scanning tools. However, assessment equipment contains code and technical references, which are not to be viewed, distributed or evaluated by external organizations. Under no circumstances will the CISA team's Government Funded Equipment (GFE) be relinquished from the control of the CISA team.

3.9 The Site Monitor may request that the CISA team conduct scanning activities on-site or remotely through a virtual private network.

3.10 For assessments conducted on-site at the COG facility, the Site Monitor will ensure that office or conference room-type workspace with AC power and a minimum four internal network jacks/drops with a live connection at the identified facility is available and provided to the CISA team. Personnel from COG IT staff or security personnel are encouraged to observe the CISA team on-site.

3.11 For assessments conducted remotely, COG is responsible for providing a virtual private network connection. The Site Monitor will provide any information and support necessary for the CISA team to connect remotely.

3.12 In order to prepare for and conduct certain assessments, the CISA team may passively compile data from publicly-available and commercially-available resources, including information regarding COG 's employees, network (e.g., registered network ranges and applications), and organization.

This information, to the degree that it is not incorporated into the final report, will be deleted upon completion of the selected assessment(s).

4 **Assessment**

During the assessment:

4.1 The CISA team will use GFE, Government Off-The-Shelf (GOTS), Commercial Off-The-Shelf (COTS) and open-sourced software and hardware. Use of any particular software or hardware by the CISA team is not a government endorsement or sponsorship of any product, service or company. A brief description of any software or hardware used by the CISA team can be furnished in advance upon request.

4.2 The CISA team will conduct any external assessment selected in Appendix A during the dates specified in Appendix A.

4.3 The CISA team will conduct any internal assessment selected in Appendix A by connecting GFE to COG 's network, either on-site or through a virtual private network provided by COG as determined by the Site Monitor, during the dates selected in Appendix A.

4.4 The CISA team will collect and analyze data from COG systems, networks, and processes to assess capability gaps in order to identify a road map for an enterprise-level risk based mitigation strategy.

4.5 For on-site assessments, the CISA team will provide to the Site Monitor a brief overview of daily activities and an outbrief at the conclusion of the assessment.

4.6 The CISA Team Lead will notify the COG Site Monitor if a perceived significant event occurs during the assessment. The Site Monitor is responsible for having appropriate knowledge and understanding of the COG networks and systems, identification and/or confirmation of a significant event, and taking appropriate action, which may include suspension and/or termination of the assessment. In the event a significant event occurs that warrants termination of the assessment, the CISA Team Lead and the Site Monitor will promptly provide to the COG CIO or equivalent authorized official, the COG Site Authority, and the CISA Assessments Branch Chief a written account of the conditions and actions that led to the termination of the assessment. If the CISA Team Lead and Site Monitor cannot agree on the account, both accounts will be provided.

4.7 In the event a disagreement arises between COG and the CISA team during the assessment, best efforts will be made to resolve such a disagreement at the lowest level possible.

5 **Data Protection**

5.1 Consistent with 5 U.S.C. § 552(b), CISA will not disclose under the Freedom of Information Act ("FOIA") any information provided by COG under this request that is exempt from disclosure, including: Exemption (b)(3) as matters specifically exempt from disclosure by statute, Exemption (b)(4) as trade secrets and commercial or financial information that is privileged or confidential, and Exemption (b)(7)(A)-(F) as records or information compiled for law enforcement purposes.

5.2 Without limiting the previous sentence, COG understands that this obligation will apply to any written CISA notes of observations of COG facilities and equipment (including computer screens), that CISA will make determinations regarding FOIA requests on a case by case basis consistent with its obligations under FOIA, CISA FOIA regulations, and its own internal guidance, and that any determinations regarding specific FOIA exemptions will be made at the time that the responsive records are processed. CISA shall provide COG an opportunity to object to disclosure as provided by applicable law.

5.3 COG understands that information provided by COG that meets the definition of cyber threat indicator or defensive measure as defined in the Cybersecurity Information Sharing Act of 2015 (the "2015 Act"), 6 U.S.C. § 1501-1510, and that is provided in accordance with the 2015 Act's requirements, will be protected as provided by the 2015 Act (including protection from release under FOIA). See the Non-Federal Entity Sharing Guidance under the Cybersecurity Information Sharing Act of 2015 published by the Department of Homeland Security and the Department of Justice, available at https://www.us-cert.gov/ais.

5.4 Further, the 2015 Act may offer disclosure protection for the final report when in COG 's possession, as the 2015 Act provides a basis in federal law for state, local, and territorial (SLT) governments to exempt vulnerability information received from CISA from disclosure under any STL freedom of information law, open government law, open meetings law, open records law, sunshine law, or similar law requiring disclosure of information or records. *See* 6 U.S.C. 1503(d)(4)(B). This exemption applies to a "cyber threat indicator or defensive measure;" the 2015 Act explicitly defines "cyber threat indicator" to include "a security vulnerability" (See 6 U.S.C. § 1501(6)(C)) and defines "defensive measure" to include any action, procedure, technique, or other measure to prevent or mitigate a known or suspected cybersecurity threat. *See* 6 U.S.C. § 1501(7)). STL governmental entities, rather than CISA, are responsible for asserting this basis for withholding in response to any such requests under their own STL disclosure laws.

5.5 Collected data and assessment results may be anonymized and used to support government-wide trending analysis. Any data or assessment results used in trending status reports will be non-attributable to COG.

5.6 CISA will not share COG's specific data and final report except as may be required by law.

6 **Post-Assessment**

6.1 The CISA team will provide COG with a final report within 30 days. The final report is provided "as is" for informational purposes only. The Department of Homeland Security (DHS) does not provide any warranties of any kind regarding any information contained within. DHS does not endorse any commercial product or service, referenced in the final report or otherwise. Further dissemination of the final report may be governed by a Traffic Light Protocol (TLP) marking in the header, if present. For more information about TLP, see http://www.us-cert.gov/tlp/.

6.2 COG understands that it is under no obligation to implement any changes to its information systems that CISA may recommend.

7 **Dispute Resolution**

Disputes will be resolved at the lowest level possible.

8 **Amendment**

Unless otherwise specified, this ROE may be amended by the mutual written agreement of the COG CIO or equivalent authorized official and the CISA Assessments Branch Chief at any time.

9 **Termination**

This ROE may be terminated either bilaterally by the mutual written agreement of the COG CIO or equivalent authorized official and the CISA Assessments Branch Chief at any time or unilaterally with thirty (30) days written notice.

10 **Approval**

By signing below, the approving COG official certifies the following:

- COG authorizes the CISA team to provide services on COG networks and systems in each Appendix A;
- COG agrees to obtain and provide to CISA a written authorization using the form at Appendix B from every third party that operates or maintains COG networks/systems listed in each Appendix A;
- COG agrees to ensure that COG network users have received notice and consent in accordance with this ROE;
- COG accepts that, while the CISA team will use its best efforts to conduct its activities in a way that minimizes risk to COG systems and networks, all of the tests described above,

and especially penetration testing or a red team assessment (if selected) create some risk to COG systems and networks;

- COG accepts the risks to COG systems and networks that may occur as a result of activities described in this ROE;
- COG acknowledges that CISA provides no warranties of any kind relating to any aspect of the assistance provided under this ROE;
- COG accepts the risk of any damage that may result from implementing any guidance provided by DHS; and
- COG has authorized you to make the above certifications on its behalf.

[redacted]

For CISA Use Only – ROE S/N:

# CYBER HYGIENE

*Authorization to Conduct Continuous Scans of Public-Facing Networks and Systems*

The Cybersecurity and Infrastructure Security Agency (CISA) of the Department of Homeland Security (DHS), under authority of Title XXII of the Homeland Security Act (6 U.S.C. § 651 et seq., esp. 6 U.S.C. § 659) would like to gain authorization from _____ (_____) to conduct continuous network and vulnerability scanning of _____'s publicly accessible networks and systems.

The goals of these activities are to:

1. Catalog your organization's publicly accessible networks and systems, including services running and version/patch levels
2. Identify vulnerabilities on your organization's publicly accessible networks and systems
3. Identify potential configuration issues with your organization's public facing networks and systems
4. Maintain tactical awareness of the operational risks and cyber health of individual entities
5. Inform the government's common operational view of cyberspace
6. Integrate relevant information, analysis, and vulnerability assessments, in order to identify priorities for protective and support measures regarding potential or actual threats
7. Provide "early warning" of specific, actionable vulnerabilities to your organization

CISA activities will originate from IP addresses or other identifiers that will be made known to your organization.

Scanning will be openly attributable to the authorized scanning source, and should be detected by your organization's network monitoring solutions. Data will be sent to your organization's networks and systems corresponding to the public facing IP addresses, domain names, or other identifiers provided by your organization for scanning. The process has been designed to be as unobtrusive as possible: scheduling, intensity and frequency have been carefully planned to minimize the possibility of service disruption.

Activities under this authorization will be limited to scanning; no attempts to connect to your organization's internal network, penetrate your organization's systems, or monitor your organization's network traffic will be made under this authorization.

If a third-party, such as a cloud service provider, operates or maintains your networks or systems to be scanned pursuant to this authorization, your organization will ensure compliance with any notification or authorization requirement that such third party may impose on external vulnerability scanning services. If your organization is informed that any such third party prohibits external vulnerability scans, you will promptly notify the CISA point of contact listed below.

In a separate appendix to this authorization please provide the following information: the point of contact for activities performed under this authorization; an email address for the delivery of reports; identification information for your organization's networks and systems to be scanned pursuant to this authorization; and any other relevant information. Your organization may provide updates to this information from time to time, in writing, using an updated appendix or other method. Your organization must promptly update CISA of changes to the identifying information used to scan your networks and systems pursuant to this authorization.

CISA acknowledges that this authorization may be withdrawn at any time for any reason.

The CISA Point of Contact for this activity can be reached at vulnerability_info@cisa.dhs.gov. All notifications, updates, or other communications regarding this authorization and any related activity should be sent to this CISA Point of Contact.

By signing below, you agree to the following:

- You have authority to authorize scanning of the networks and systems submitted pursuant to this authorization;
- You authorize CISA to conduct the scanning activities described above;
- You agree to promptly update CISA of changes to the information used to identify the networks and systems to be scanned pursuant to this authorization;
- You agree to comply with any notification or authorization requirement that any third-party that operates or maintains your networks or systems may impose on external vulnerability scanning services, notifying CISA if external scanning is later prohibited;
- You accept that, while CISA teams will use their best efforts to conduct scans in a way that minimizes risk to your organization's systems and networks, the scanning activities described above create some risk of degradation in performance to your organization's systems and networks;
- You acknowledge that CISA provides no warranties of any kind relating to any aspect of the assistance provided under this authorization; and
- You are authorized to make the above certifications on your organization's behalf.

[redacted]

## *Appendix A*

*Authorization to Conduct Continuous Scans of Public-Facing Networks and Systems*

_____ *provides the following information to facilitate the authorized scanning activities:*

Please provide a **technical point of contact** at for the CISA team to follow-up with:

[redacted]

Optional secondary **technical point of contact**:

[redacted]

We recommend your organization **create/use a distribution list** email address to receive our reports. This allows your organization to manage the recipients of our report. *We will only deliver reports to a single address.*

[redacted]

[redacted]

[redacted]

**Identification of Your Public-Facing Networks and Systems:**

Enter your organization's non-elections, internet-facing, static IPv4 addresses to be vulnerability scanned in one of the following formats: CIDR notation (e.g. x.x.x.0/24), IP range (e.g. x.x.x.1-x.x.x.200), or individual IPs (e.g. x.x.x.1) with one entry per line:

[redacted]

**Elections Critical Infrastructure IP Addresses:**

Enter your organization's **elections related, internet-facing, static IPv4 addresses** to be vulnerability scanned in one of the following formats: CIDR notation (e.g. x.x.x.0/24), IP range (e.g. x.x.x.1-x.x.x.200), or individual IPs (e.g. x.x.x.1) with one entry per line:

[redacted]

## Gibb Cotton

**From:** Drew Whalen <ajwhalen3@whalenlaw.net>
**Sent:** Monday, May 9, 2022 10:31 AM
**To:** Gibb Cotton; Kelsey Carden
**Cc:** Jessica O'Connor; Cody Stonica; Amanda Morris
**Subject:** Re: SVC-18995: Requesting Cyber Hygiene Services

**EXTERNAL EMAIL - Please use caution and proper judgement.**

I might be doing something wrong, but can't get these PDF-form fillable files to take my stamp. Since they are a Federal agency document, let fill them in without my stamp. Jessica is copied and will know I approve.

---

**From:** Gibb Cotton <gcotton@cityofgriffin.com>
**Date:** Friday, May 6, 2022 at 7:12 AM
**To:** Drew Whalen <ajwhalen3@whalenlaw.net>, Kelsey Carden <kcarden@cityofgriffin.com>
**Cc:** Jessica O'Connor - Griffin <joconnor@cityofgriffin.com>, Cody Stonica <cstonica@cityofgriffin.com>, Amanda Morris <amorris@cityofgriffin.com>
**Subject:** RE: SVC-18995: Requesting Cyber Hygiene Services

HAH! Being shot is on my list of things that I don't like.

Can you approve as to form?

Thanks,
**Gibb Cotton**
Information Technology Center | Chief Technology Officer

The City of Griffin shall be a model of excellence in local government; a safe, well-planned community with equal opportunity for all.

---

**From:** Drew Whalen <ajwhalen3@whalenlaw.net>
**Sent:** Thursday, May 5, 2022 3:20 PM
**To:** Gibb Cotton <gcotton@cityofgriffin.com>; Kelsey Carden <kcarden@cityofgriffin.com>
**Cc:** Jessica O'Connor <joconnor@cityofgriffin.com>; Cody Stonica <cstonica@cityofgriffin.com>; Amanda Morris <amorris@cityofgriffin.com>
**Subject:** Re: SVC-18995: Requesting Cyber Hygiene Services

**EXTERNAL EMAIL - Please use caution and proper judgement.**

Gibb:

Since only the Commission is authorized to bind the City to contracts, I believe Commission approval is required. Also, since this will be part of the City's Cybersecurity protocols, I believe the Commission can approve it in an Executive Session so the public won't be forewarned we are doing it; otherwise, someone may shoot you.

**From:** Gibb Cotton <gcotton@cityofgriffin.com>
**Date:** Thursday, May 5, 2022 at 10:26 AM
**To:** Kelsey Carden <kcarden@cityofgriffin.com>, Drew Whalen <ajwhalen3@whalenlaw.net>
**Cc:** Jessica O'Connor - Griffin <joconnor@cityofgriffin.com>, Cody Stonica <cstonica@cityofgriffin.com>, Amanda Morris <amorris@cityofgriffin.com>
**Subject:** FW: SVC-18995: Requesting Cyber Hygiene Services

Good morning Kelsey and Drew,
We are working with the Federal Cybersecurity and Infrastructure Security Agency (CISA) to perform vulnerability assessments against our public facing and critical infrastructure networks. Attached are the acceptance letters, rules of engagement (ROE) and the appendix documents. For this engagement, we have selected the "Cyber Hygiene Vulnerability Scanning (CyHy)" and "Web Application Scanning (WAS)" assessments.

I have two questions:

1. Do we need commission approval to enter into this engagement?
2. If so, can this be done in executive session?

Thanks,
**Gibb Cotton**
Information Technology Center | Chief Technology Officer

The City of Griffin shall be a model of excellence in local government; a safe, well-planned community with equal opportunity for all.

**From:** Vulnerability <vulnerability@cisa.dhs.gov>
**Sent:** Monday, May 2, 2022 1:43 PM
**To:** Amanda Morris <amorris@cityofgriffin.com>
**Cc:** Cody Stonica <cstonica@cityofgriffin.com>; Gibb Cotton <gcotton@cityofgriffin.com>; Vulnerability <vulnerability@cisa.dhs.gov>
**Subject:** Re: SVC-18995: Requesting Cyber Hygiene Services

**EXTERNAL EMAIL - Please use caution and proper judgement.**

Greetings,

Thank you for your request. For the Assessment/s or service you have requested, the attached legal documentation is required. Please follow the instructions below on completing the legal documentation:

As a reminder, please make sure you are using the same entity name that was submitted in the Service Request Form.

Attached you will find the Cyber Hygiene Acceptance Letter (AL) and Web Application Scanning Appendix A (WAS App A). Please complete both forms in their entirety, signed and dated by an authorized official of your entity. Please note that Cyber Hygiene Vulnerability Scanning is only available for internet-facing, static IPv4 addresses.

Additionally, please find attached the Rules of Engagement (ROE) for CISA Assessments and the Service Catalog, Appendix C. After reviewing the document, please complete the form with your entity's Chief Information Officer or equivalent authority's signature on the last page. Appendix A and Appendix B mentioned in the ROE will be completed at

a later date once we've determined an available timeframe for your assessment. Once we receive your completed ROE, you will be prioritized based on national mission needs.

After you have completed the required legal documentation, please send the documents to vulnerability@cisa.dhs.gov for processing. Thank you again for your interest in a CISA Assessment.

If you have any questions, please let us know.

Respectfully,

**Ryan Baclayo**

**CISA Vulnerability Management**

Cybersecurity and Infrastructure Security Agency (CISA)

Email: vulnerability@cisa.dhs.gov

---

**From:** Amanda Morris <amorris@cityofgriffin.com>
**Sent:** Tuesday, April 12, 2022 10:40 AM
**To:** Vulnerability <vulnerability@cisa.dhs.gov>
**Cc:** Vulnerability <vulnerability@cisa.dhs.gov>; Cody Stonica <cstonica@cityofgriffin.com>; Gibb Cotton <gcotton@cityofgriffin.com>
**Subject:** RE: SVC-18995: Requesting Cyber Hygiene Services

Good morning,

Our organization has completed the CISA Assessment Service Request Form; you will find it attached.

Thanks,

**Amanda M Morris**
Information Technology Center | Systems Administrator

The City of Griffin shall be a model of excellence in local government; a safe, well-planned community with equal opportunity for all.

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**From:** Vulnerability <vulnerability@cisa.dhs.gov>
**Sent:** Wednesday, January 26, 2022 11:38 AM

**To:** Amanda Morris <amorris@cityofgriffin.com>
**Cc:** Gibb Cotton <gcotton@cityofgriffin.com>; Cody Stonica <cstonica@cityofgriffin.com>; Vulnerability <vulnerability@cisa.dhs.gov>
**Subject:** SVC-18995: Requesting Cyber Hygiene Services

**EXTERNAL EMAIL - Please use caution and proper judgement.**

Greetings,

Thank you for your interest in a CISA Cyber Assessment(s). We have received your request and have assigned you ticket number ***SVC-18995*** for future reference.

Please find attached the CISA Cyber Assessments' one page fact sheet, which provides an overview of the assessments and services you can request. All services are available at no cost to federal agencies, state and local governments, critical infrastructure, and private organizations.

Additional information, including sample reports, can be found on the Vulnerability Management webpage at: https://us-cert.cisa.gov/resources/ncats.

Once you have determined which services you would like to request, please complete the attached CISA Assessment Service Request Form (SRF) in its entirety. **Entities wishing to receive our WAS service must first enroll with our Cyber Hygiene Vulnerability Scanning service**. We ask that you please reply to this email with vulnerability@cisa.dhs.gov CC'd and attach a copy of your completed SRF.

**Please note: ALL fields and drop-down selections on the Service Request Form must be completed or we will be unable to process your request. The pre-engagement questions at the bottom of the form require a drop-down selection and a detailed explanation (to the best of your knowledge) for why that selection was made. The entity name you enter on your SRF must be the same on all future documents you complete during this enrollment process to ensure proper processing of requests.**

Please let us know if you have any questions. We look forward to working with you!

Respectfully,

**Roderick Sheckler (He/Him)**

Cybersecurity Division | Cybersecurity And Infrastructure Security Agency

Email: roderick.sheckler@associates.cisa.dhs.gov |Cell: 360.870.9568

**CISA | CSD | VM | Fusion | Service Support**

---

**From:** Amanda Morris <amorris@cityofgriffin.com>
**Sent:** Wednesday, January 19, 2022 10:28 AM
**To:** Vulnerability_INFO <NCATS_INFO.hq.dhs.gov@usdhs.onmicrosoft.com>
**Cc:** Gibb Cotton <gcotton@cityofgriffin.com>; Cody Stonica <cstonica@cityofgriffin.com>
**Subject:** Requesting Cyber Hygiene Services

**CAUTION:** This email originated from outside of DHS. DO NOT click links or open attachments unless you recognize and/or trust the sender. Contact your component SOC with questions or concerns.

Good morning,

My name is Amanda Morris and I'm a Systems Administrator with the City of Griffin. After reading the recent message from the MS-ISAC*: CISA Urges Organizations to Implement Immediate Cybersecurity Measures to Protect Against Potential Threats,* my organization is interested in requesting cyber hygiene services. What do we need to do to sign up?

Thanks,

**Amanda M Morris**
Information Technology Center | Systems Administrator
100 South Hill St.
Griffin, Ga 30224

**P:** (770) 229-6614
**F:** (770) 233-2921
**C:**
**E:** amorris@cityofgriffin.com
**W:** cityofgriffin.com

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CONFIDENTIALITY: The information transmitted is intended only for the person or entity to which it is addressed and may contain confidential, proprietary, and/or privileged material. Any review, retransmission, dissemination or other use of, or taking of any action in reliance upon this information by persons or entities other than the intended recipient is prohibited. If you received this email in error, please notify the sender and delete the material from all computers.

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## AGENDA ITEM SUMMARY

### ITEM SUMMARY:

Consider a lease agreement between the City of Griffin and Caring Hands United, Inc. for Suite 502 in One Griffin Center in the amount of $9,012.08 annually, which will supersede the current lease for Suite 525 expiring August 31, 2022. *City Manager, Jessica O'Connor, will address.*

### SPECIAL CONSIDERATIONS OR CONCERNS:

This lease will replace the current lease for Suite 525 which expires August 31, 2022. The initial term of the lease for Suite 502 is 36 months with a 3% increase in rent on the anniversary of the Commencement Date of the lease. There is one automatic 12 month renewal.

### STAFF RECOMMENDATION:

Staff recommends approval.

### FINANCIAL IMPACT:

Year One - $9,012.08
Year Two - $9,282.44
Year Three - $9,561.61

**Submitted By:**
Susan Bartholomew

**Meeting Date:**
24/05/2022

**Reviewed By:**
Jessica O'Connor

ATTACHMENTS:
Caring Hands executed by Tenant.pdf

# LEASE AGREEMENT

| | |
|---|---|
| PREMISES: | 100 South Hill Street, Suite 502, Griffin, Georgia 30224 |
| LANDLORD: | City of Griffin, Georgia |
| TENANT: | Caring Hands United, Inc. |
| DATE: | June 1, 2022 |

## STANDARD OFFICE LEASE

This Lease is made and entered into this _____ day of May, 2022, by and between the City of Griffin, a Georgia municipal corporation (hereinafter referred to as "Landlord"), and Caring Hands United, Inc., a Georgia corporation (hereinafter referred to as "Tenant").

**WITNESSETH**

**1. PREMISES**

Landlord does hereby rent and lease to Tenant, and Tenant does hereby rent and hire from Landlord, that certain space containing approximately six hundred sixteen (616) rentable square feet of space located at Suite 502 (hereinafter referred to as the "Premises") of 100 South Hill Street, One Griffin Center, Griffin, Georgia 30224 (hereinafter referred to as the "Building"). The Premises, the Building, and the surrounded areas (hereinafter, collectively, referred to as the "Property") are set forth on the legal description attached and incorporated herein as Exhibit "A".

**2. TERM**

(a) Initial Term.

The term of this Lease ("Initial Term") shall be for a period of thirty-six (36) months, commencing on June 1, 2022 ("Commencement Date"), and expiring at midnight on the last day of the thirty-sixth ($36^{th}$) month following the Commencement Date, unless sooner terminated as hereunder provided or unless such Commencement Date and termination are adjusted as herein provided.

(b) Automatic Renewals after Expiration of Term.

After the expiration of the Initial Term, this Lease shall be automatically renewed for one twelve-month (12 month) term ("Renewal Term"), such renewal beginning on the day immediately following the end of the Initial Term and expiring at midnight on the last day of the twelfth ($12^{th}$) month following the commencement of the Renewal Term.

(c) Cancellation.

This Lease may be cancelled by either party, without cause, after expiration of the Initial Term. In order for the cancellation pursuant to this provision to be effective, the party wishing to cancel the Lease must provide the other party with advance notice of their intent to cancel, which must be provided to the otherparty no later than ninety (90) days prior to the date of desired cancellation.

**3. RENTAL**

(a) Base Rental.

(i) "Base Rental" means the minimum sum of Nine Thousand Twelve Dollars and 08/100 ($9,012.08) per annum, payable in equal monthly installments of Seven Hundred Fifty-One and 01/100Dollars ($751.01) ("Monthly Rental"), as the same may be increased from time to time pursuant to Section 3(b) of this Standard Office Lease. The term "Rent," as used herein shall mean Monthly Rental and any other amounts due by Tenant to

Landlord hereunder. All Monthly Rental, additional rental, and any other costs, expenses, sums or amounts payable or reimbursable hereunder by Tenant to Landlord shall be deemed to be rental hereunder whether or not designated as such.

(ii) The term "Rent," as used herein shall mean Monthly Rental and any other amounts due by Tenant to Landlord hereunder. All Monthly Rental, additional rental, and any other costs, expenses, sums or amounts payable or reimbursable hereunder by Tenant to Landlord shall be deemed to be Rent hereunder whether or not designated as such.

(iii) Tenant agrees to pay to Landlord, without any demand, setoff or deduction whatsoever, the Rent and all such other charges, sums of money, or amounts as shall become due hereunder as additional rent. The Rent shall be due and payable in advance in equal monthly installments of Seven Hundred Fifty-One Dollars and 01/100 ($751.01) on the first day of each calendar month during the Term to Landlord at Landlord's address provided herein (or such other address as may be designated by Landlord in writing from time to time).

(iv) Tenant shall pay the first month of Monthly Rental upon execution and delivery of this Lease (with said amount to be applied against the Monthly Rental first due under the Lease).

(v) If the Term commences at any time other than the first day of any calendar month or terminates at any time other than the last day of a calendar month, the amount of Rent due from Tenant shall be proportionately adjusted based on that portion of the month that this Lease is in effect.

(vi) Rent payments not received by Landlord on or before the due date shall be subject to a late charge payable by Tenant in an amount equal to ten percent (10%) of such past due Rent.

(b) Adjusted Base Rental.

The Rent shall be increased by three percent (3%) as of each anniversary of the Commencement Date.

(c) Taxes and Insurance.

(i) Landlord shall make timely payment of all real property (ad valorem) taxes and assessments levied against the Building.

(ii) Reserved.

(iii) Reserved.

(iv) Tenant shall pay promptly when due all taxes directly or indirectly imposed or assessed upon Tenant's gross sales, business operations, machinery, equipment, trade fixtures and other personal property or assets, whether such taxes are assessed against Tenant, Landlord or the Building, and all of the privileges, business licenses, taxes and similar charges for

which Tenant is primarily responsible. In addition, in the event there is imposed at any time a tax upon and/or measured by the rental payable by Tenant under this Lease, whether by way of a sales or use tax or otherwise, Tenant shall be responsible for the payment of such tax and shall pay the same on or prior to the due date thereof; provided, however, that the foregoing shall not include any inheritance, estate, succession, transfer, gift or income tax imposed on or payable by Landlord.

(d) Common Area Maintenance.

"Common Areas" shall refer to all portions of the Building that are available for use by all tenants, occupants, or invitees on a non-exclusive basis. Landlord shall repair and/or maintain, and keep in good, clean and safe condition, all Common Areas within the Building, providedhowever, that Landlordshall not be liable for damages nor shall the Rent be abated for failure to maintain such Common Areas when such failure is not due to Landlord's negligence.

**4. SECURITY DEPOSIT**

Reserved.

**5. USE**

The Premises shall be used for general business purposes only and no other use, including but not limited to, residential use, is permitted. The Premises shall not be used for any illegal purposes; nor in violation of any regulation of any governmental body, nor in any manner to create any nuisance or trespass; nor in any manner to vitiate the Insurance or increase the rate of Insurance on the Premises or on the Building. Tenant hereby agrees to comply with any and all municipal, county, state and federal regulations and requirements applicable or in any way relating to the use, access to, occupancy and condition of the Premises. If Tenant's use for other than general business purposes should increase the cost of Landlord's Insurance on the Premises or on the Building, then Tenant shall pay the entire amount of such increase within sixty (60) days after notification of same by Landlord.

Tenant acknowledges that Landlord, its agents and employees and other persons acting on behalf of Landlord have made no representations or warranties of any kind, express or implied, with respect to: (a) the physical or environmental condition, zoning or legal status of the Building; (b) the fitness of the Premises for Tenant's intended use; (c) the degree of sound transfer within the Building; (d) the absence of electrical or radio interference in the Premises or the Building; (e) the condition, capacity or performance of electrical or communications systems or facilities; or (f) the absence of objectionable odors, bright lights or other conditions which may affect Tenant's use and enjoyment of the Premises or the Building, upon which Tenant has relied directly or indirectly for any purpose.

**6. LANDLORD'S CARE**

Landlord shall not be required to make any repairs or improvements to the Premises except repairs to the foundation, exterior walls or roof of the Building as necessary for safety and tenantability unless the need for such repairs or improvements is due to Landlord's negligence.

**7. TENANT'S CARE**

Tenant shall repair, maintain and/or repair as necessary and keep in good, clean and safe repair all portions of the Premises and all equipment, fixtures and systems therein which are not specifically set forth as the responsibility of Landlord in Paragraph 6 of this Lease. Tenant shall, at its sole cost and expense, clean, keep in good repair, maintain and replace all portions of the Premises, including but not limited to, all doors and plate glass in the Premises when cracked or broken, and all alterations, improvements, betterments, equipment, fixtures and personal property belonging to Tenant or placed in the Premises by, for or on behalf of the Tenant. All repairs and replacements by Tenant shall be made promptly, in good and workmanlike manner, in compliance with all applicable laws, codes and ordinances, and in quality at least equal to the original work and with contractors approved by Landlord. If tenant fails to perform its obligations, landlord may enter the Premises and do so on Tenant's behalf, and Tenant shall reimburse Landlord upon demand for any costs and expenses incurred by Landlord in performing such obligations. At the Termination of this Lease, Tenant agrees to deliver up the Premises to Landlord in as good condition as on the Commencement Date, ordinary wear and tear excepted.

Tenant shall indemnify Landlord and shall hold Landlord harmless against any and all damage or injury to the Premises, the Building or the Land or to any person or property caused or contributed to by any act, omission, or neglect of Tenant, any invitee, agent, affiliate, customer or client of Tenant or anyone in Tenant's control or employ. Tenant shall at once report in writing to Landlord any defective condition known to Tenant which Landlord is required to repair, and failure to promptly report such defects shall make Tenant liable to Landlord for any liability incurred by Landlord by reason of Tenant's failure to notify Landlord of such defects; provided, however, no liability shall accrue to Tenant for Tenant's failure to inform Landlord of latent defects to the Premises, Building or Land. In no event shall Tenant cause or allow any outside storage of trash, refuse or other debris on the Premises or the Property whether in the area of the dumpster or otherwise.

## 8. INSPECTIONS

Landlord shall have the right, but not the obligation, to enter the Premises at reasonable hours to exhibit same to prospective lenders, purchasers or tenants; to make repairs, additions, alterations, and improvements; and to inspect the Premises, all without being liable to Tenant in any manner whatsoever for any damages arising therefrom unless such damages are caused by the negligence of Landlord or its officers, employees, agents, contractors, sublessees or invitees. Notwithstanding the foregoing, except in the case of emergency, Landlord shall provide at least twenty-four (24) hours' notice to Tenant before entering the Premises. Tenant hereby waives any claim for damages for any inconvenience to or interference with Tenant's business or any loss of occupancy or quiet enjoyment of the Premises occasioned by such entry. Landlord may at all times have and retain a key with which to unlock all of the doors in, on or about the Premises (excluding Tenant's vaults, safes and similar areas designated in writing by Tenant in advance); and Landlord shall have the right to use any and all means which Landlord may deem proper to open Tenant's doors in an emergency in order to obtain entry to the Premises, and any entry to the Premises obtained by Landlord in an emergency shall not be construed or deemed to be a forcible or unlawful entry into or a detainer of the Premises or an eviction, actual or construction, of Tenant from the Premises or any portion thereof and Landlord shall have no liability to Tenant as a result thereof.

## 9. DEFAULT; REMEDIES

(a) Default.

The occurrence of any of the following shall constitute an event of default hereunder by Tenant:

(i) Any Rent specified in this Lease is not paid by the due date within five (5) days after Landlord notifies Tenant that such Rent has not been received provided Landlord shall not be required to produce notice after the second failure in one Lease year;

(ii) The Premises are deserted or abandoned;

(iii) Tenant does or permits to be done anything which creates a lien upon the Premises or the Building and such lien is not removed or discharged within thirty (30) days after the filing thereof;

(iv) Any petition is filed by or against Tenant in bankruptcy and not dismissed within thirty (30) days after the filing thereof or Tenant takes advantage of any debtor relief proceeding under any present or future law whereby the Rent payable hereunder or any part thereof is or is proposed to be reduced or deferred;

(v) Tenant becomes insolvent or makes a transfer in fraud of creditors;

(vi) Tenant makes an assignment for the benefit of creditors;

(vii) A receiver is appointed for all or a substantial part of the assets of Tenant;

(viii) Tenant's Leasehold interest in the Premises is levied upon under execution;

(ix) The default of a guarantor under a guaranty or the repudiation of a guaranty required under this Lease;

(x) Tenant fails to comply with any other term, provision, condition, or covenant of this Lease or with any of the Rules and Regulations now or hereafter reasonably established by Landlord for the government of the Building and Tenant does not cure such failure to comply within thirty (30) days written notice by Landlord.

(b) Remedies.

Upon the occurrence of any of the aforesaid events of default, Landlord shall have the option to pursue any one or more of the following remedies without any notice or demand whatsoever, in addition to, and not in limitation of, any other remedy or right permitted it by law or in equity or by this Lease:

(i) Landlord shall have the immediate right of re-entry and may remove all property from the Premises to a warehouse or elsewhere at the cost of, and for the account of, Tenant all without being deemed guilty of trespass, or becoming liable for any loss, damage or damages which may be occasioned thereby;

(ii) Landlord may, enter the Premises and make such alterations and repairs as may be necessary in order to relet the Premises;

(iii) Landlord, with or without terminating this Lease, may, but shall not be obligated to relet the Premises or any part thereof for such term or terms (which may be for a term extending beyond the term of this Lease) at such rental or rentals and upon such other terms and conditions as Landlord in its sole discretion may deem advisable or acceptable. Upon reletting the Premises, this Lease shall terminate and

all rentals received by Landlord from such reletting shall be applied: first, to the payment of any indebtedness other than Rent due hereunder from Tenant to Landlord; second, to the payment of any unpaid costs and expenses of such reletting, including reasonable brokerage fees and reasonable attorney's fees, the costs of such alterations and repairs and Lease considerations and incentives; third, to the payment of the Rent due and unpaid hereunder. In no event shall Tenant be entitled to any excess rental received by Landlord over and above that which Tenant is obligated to pay hereunder, including Rent, additional Rent and all other charges;

(iv) Landlord may terminate this Lease, in which event Tenant shall immediately surrender possession of the Premises, and Landlord may recover from Tenant all damages it may incur by reason of such breach, including the cost of recovering the Premises, reasonable attorneys' fees and costs;

(v) Enter upon the Premises without being liable for prosecution or any claim of damages therefor, and do whatever Tenant is obligated to do under the terms of this Lease; and Tenant agrees to reimburse Landlord on demand for any expenses including, without limitation, reasonable attorneys' fees which Landlord may incur in thus effecting compliance with Tenant's obligations under this Lease, and Tenant further agrees that Landlord shall not be liable for any damages resulting to Tenant from such action, whether caused by negligence of Landlord or otherwise; or

(vi) Terminate Tenant's right of possession, without terminating this Lease, and enter upon and take possession of the Premises and expel or remove Tenant and any other person who may be occupying said Premises or any part thereof, by entry, dispossessory suit or otherwise, without thereby releasing Tenant from any liability hereunder, and without being liable for prosecution or any claim of damages therefor and, if Landlord so elects, make such alterations, redecorations and repairs as, in Landlord's judgment, may be necessary to relet the Premises; and Landlord may, but shall be under no obligation to do so (except as may be provided by State law), relet the Premises or any portion thereof in Landlord's or Tenant's name, but for the account of Tenant, for such term or terms (which may be for a term extending beyond the Term) and at such rental or rentals and upon such other terms as Landlord may deem advisable, with or without advertisement, and by private negotiations, and receive the rent therefor, Tenant hereby agreeing to pay to Landlord the deficiency, if any, between all Rent reserved hereunder and the total rental applicable to the Term hereof obtained by Landlord upon re-letting; and Tenant shall be liable for Landlord's costs incident to such re-letting, including reasonable broker's commissions and lease assumptions; and any such demand, reentry and taking possession of the Premises by Landlord shall not of itself constitute an acceptance by Landlord of a surrender of this Lease or of the Premises by Tenant and shall not of itself constitute a termination of this Lease by Landlord.

All sums past due under this Lease shall bear interest at the lesser of a per annum rate of ten percent (10%) or the maximum lawful rate, from due date thereof until paid-in-full. Pursuit of any of the foregoing remedies shall not preclude pursuit of any other remedy herein provided or any other remedy provided by law or at equity, nor shall pursuit of any remedy herein provided

constitute an election of remedies thereby excluding the later election of an alternate remedy, or a forfeiture or waiver of any Rent or other charges and assessments payable by Tenant and due to Landlord hereunder or of any damages accruing to Landlord by reason of violation of any of the terms, covenants, warranties and provisions herein contained. No reentry or taking possession of the Premises by Landlord or any other action taken by or on behalf of Landlord shall be construed to be an acceptance of a surrender of this Lease or an election by Landlord to terminate this Lease unless written notice of such intention is given to Tenant. No failure of Landlord to exercise any power given Landlord, hereunder, or to insist upon strict compliance by Tenant of any obligation hereunder, and no custom or practice of the parties at variance with the terms hereof shall constitute a waiver of Landlord's right to demand exact compliance with the terms hereof. Forbearance by Landlord to enforce one or more of the remedies herein provided upon an event of default shall not be deemed or construed to constitute a waiver of such default. In determining the amount of loss or damage which Landlord may suffer by reason of termination of this Lease or the deficiency arising by reason of any reletting of the Premises by Landlord as above provided, allowance shall be made for the expense of repossession. Tenant agrees to pay to Landlord all costs and expenses incurred by Landlord in the enforcement of this Lease, including, without limitation, the reasonable fees of Landlord's attorneys. No waiver of any breach of the covenants, warranties, agreements, provisions, or conditions contained in this Lease shall be construed as a waiver of said covenant, warranty, provision, agreement or condition or of any subsequent breach thereof, and if any breach shall occur and afterwards be compromised, settled or adjusted, this Lease shall continue in full force and effect as if no breach had occurred.

All rights and remedies of Landlord created or otherwise existing at law are cumulative and the exercise of one or more rights or remedies shall not be taken to exclude or waive the right to exercise any other.

Tenant hereby indemnifies Landlord from and agrees to hold Landlord harmless against, any and all liability, loss, cost, damage or expense, including, without limitation, court costs and reasonable attorney's fees actually incurred (without regard to statutory definitions or constraints upon the charge or collection thereof), through all appeals, imposed on Landlord by any person whomsoever, caused in whole or in part by any act or omission of Tenant, or any of its employees, contractors, servants, agents, subtenants, assignees, representatives or invitees, or otherwise occurring in connection with any default of Tenant under this Lease or attributable to or resulting from the condition, use or occupancy of the Premises by Tenant. The provisions of this paragraph shall survive any termination of this Lease.

## 10. PERSONALTY OF LEASE

If Tenant shall not remove all Tenant's effects from the Premises within a reasonable time after any expiration or other termination of this Lease, such effects shall be deemed abandoned by Tenant. All personal property of Tenant or Tenant's employees, agents, affiliates, or invitees, located in or brought upon the Premises or any part of the Building shall be at the risk of Tenant only, and Landlord shall not be liable to Tenant or any other party for any damages thereto or theft thereof resulting from any cause.

## 11. POSSESSION; COMMENCEMENT DATE AGREEMENT

Tenant accepts the Premises in their present condition and as suited for the uses intended by Tenant. If this Lease is executed before the Premises herein becomes ready for occupancy and Landlord cannot deliver possession of the Premises on the Commencement Date, Tenant hereby waives any claim for damages due to such delay, and Landlord hereby waives the right to receive any payment of Rent until Landlord delivers possession to Tenant, except as otherwise set forth to the contrary herein.

After Tenant takes possession of the Premises or is deemed to have received possession of the Premises, Landlord shall prepare and deliver to Tenant an agreement (hereinafter the "Commencement Date Letter"), generally in the form of Exhibit "B" to this Lease, which shall fix the Commencement Date and the date upon which the Term shall expire. Within thirty (30) days after Tenant's receipt of such Commencement Date Letter, Tenant shall properly execute and return the agreement to Landlord. When fully executed and delivered, the Commencement Date Letter shall supersede any inconsistent terms contained in this Lease.

**12. UTILITIES**

Landlord shall furnish on or near the Premises a reasonable amount of water, electricity, air conditioning and heat for Tenant's use during ordinary business hours for the Building (which are 8:00 a.m. to 6:00 p.m., Monday through Friday, only, exclusive of normal business holidays). Landlord agrees to, and shall keep all plumbing, electrical, and heating equipment located outside of the leases premises in good repair; provided, however, Landlord shall not be liable for damages, nor shall the Rent be abated, for Landlord's failure to furnish water, electricity, gas, and heat. Tenant shall maintain and make all other repairs in or to the leased Premises and any equipment located therein which exclusively services the Premises.

**13. SUBLETTING AND ASSIGNMENT**

Tenant shall not, without the prior written consent of Landlord at Landlord's sole discretion, assign this Lease or any interest herein or in the Premises, or mortgage, pledge, encumber, hypothecate or otherwise transfer or sublet the Premises or any part thereof or permit the use of the Premises by any party other than Tenant. Any of the foregoing acts without such consent shall be void and shall, at the option of Landlord, terminate this Lease. Consent to one or more such transfers or subleases shall not destroy or waive this provision, and all subsequent transfers and subleases shall likewise be made only upon obtaining the prior written consent of Landlord.

Subtenants or transferees of the Premises for the balance of the Term shall become directly liable to Landlord for all obligations of Tenant hereunder, without relieving Tenant (or any guarantor of Tenant's obligations hereunder) ofany liability therefor, and Tenant shall remain obligated for all liability to Landlord arising under this Lease during the entire remaining Term including any extensions thereof, whether or not authorized herein. If Tenant is a partnership or a limited liability company (or any similar business association), a withdrawal or change, whether voluntary, involuntary or by operation of law, of partners or members as the case may be owning a controlling interest in Tenant shall be deemed a voluntary assignment of this Lease not requiring consent of Landlord. If Tenant is a corporation, any dissolution, merger, consolidation or other reorganization of Tenant, or the sale or transfer of a controlling interest in the capital stock of Tenant, whether in a single transaction or in a series of transactions, shall be deemed a voluntary assignment of this Lease not requiring consent of Landlord.

Landlord may, as a prior condition to considering any request for consent to an assignment or sublease, require Tenant to obtain and submit current financial statements of any proposed subtenant or assignee and such other financial documentation relative to the proposed subtenant or assignee as Landlord may reasonably require. In the event Landlord consents to an assignment or sublease, Tenant shall pay to Landlord a fee in the amount of $500 to cover Landlord's accounting costs plus any reasonable legal fees incurred by Landlord as a result of any proposed assignment or sublease. Any consideration, in excess of the Rent and other charges and sums due and payable by Tenant under this Lease, paid to Tenant by any assignee of this Lease for its assignment, or by any subtenant under or in connection with its sublease, or otherwise paid to Tenant by another party for use and occupancy of the Premises or any portion thereof, shall be promptly remitted by Tenant to Landlord as additional Rent hereunder and Tenant shall have no right or claim thereto as against Landlord.

No assignment of this Lease consented to by Landlord shall be effective unless and until Landlord shall receive an original assignment and assumption agreement, in form and substance satisfactory to Landlord, signed by Tenant and Tenant's proposed assignee, whereby the assignee assumes due performance of this Lease to be done and performed for the balance of the then remaining Lease Term of this Lease. Notwithstanding anything to the contrary set forth herein, Tenant shall not be released from its obligations under the Lease in the event of any assignment of this Lease or any subletting of the Premises.

Upon Landlord's receipt of a request by Tenant to assign this Lease or any interest herein or in the Premises or to transfer or sublet the Premises or any part thereof or permit the use of the Premises by any party other than Tenant, Landlord shall have the right, at Landlord's option, to exercise in writing any of the following options: (a) to terminate this Lease as to the portion of the Premises proposed to be assigned or sublet; or (b) to consent to the proposed assignment or sublease, subject to the other terms and conditions set forth in this Section 13.

**14. DESTRUCTION OR DAMAGE**

Should a substantial portion of the Building or the entire Premises or a substantial portion thereof be damaged by fire or other casualty to such an extent that rebuilding or repairs cannot reasonably be completed in Landlord's sole judgment, within a period of one hundred eighty (180) calendar days from the date of such casualty, then Landlord or Tenant shall have the right within a period of thirty (30) days following such casualty to terminate this Lease by written notice to the other party, in which event all Rent payable under this Lease shall be abated from the date of such casualty and this Lease shall end. However, in the event neither party chooses to terminate this Lease in accordance with the above provision, Landlord shall make the repairs or replacements to the Premises with reasonable promptness and dispatch, Rent will abate in such proportion as the Premises have been damaged and untenantable, and Landlord will restore the Premises as speedily as practical, whereupon full Rent will resume. Demolition and/or rehabilitation of the Parking Deck on the Property shall not be deemed to render the Premises or Building damaged or untenantable under the terms of this Lease, and Paragraph 14 of this Lease shall not apply to demolition, rehabilitation, or repair of the Parking Deck on the Property.

Landlord, in repairing the Premises, shall not be required to repair any injury or damage to the personal property of Tenant, or to make any repairs to or replacement of any alterations, additions, improvements or fixtures installed on the Premises by or for Tenant. If the cost of performing such repairs and restoration exceeds the actual proceeds of insurance paid or payable to Landlord on account of such casualty, or if Landlord's mortgagee shall require that any insurance proceeds from a casualty loss be paid to it, Landlord may terminate this Lease unless Tenant, within fifteen (15) days after demand therefor, deposits with Landlord a sum of money sufficient to pay the difference between (a) the cost of repair; and (b) the sum of the proceeds of the insurance available to Landlord for such purpose and any deductible paid by Landlord. In no event shall Landlord be liable for any loss or damage sustained by Tenant by reason of casualties mentioned hereinabove or any other accidental casualty.

**15. EMINENT DOMAIN**

If the whole or any substantial part of the Premises shall be taken or condemned (including without limitation a sale in lieu of condemnation) by any competent authority for any public use or purpose, then, in that event, the Term of this Lease shall cease and terminate from the date on which possession of the part so taken shall be acquired for such use or purpose; the full amount of any resulting condemnation award, shall be paid to Landlord and Rent shall be accounted for between Landlord and Tenant as of the date of such taking. However, if only an insubstantial, in Landlord's reasonable opinion, portion of the Premises is so

taken and the Premises are not untenantable, then Landlord shall repair any damage caused by such taking with reasonable promptness and dispatch and shall allow Tenant an abatement or reduction in Rent hereunder for such time as such portion of the Premises is untenantable, and this Lease shall not be otherwise affected.

**16. ALTERATIONS AND IMPROVEMENTS**

Tenant shall make no alterations or additions to the Premises without first obtaining Landlord's written consent thereto. Notwithstanding the foregoing, Tenant may make minor alterations without the consent of Landlord costing less than $5,000.00, including cosmetic paint, carpet, floor coverings and wallpaper. No alterations shall lessen the value of the Premises or cause expense to Landlord at the termination of this Lease. In no event shall any work be done for Landlord's account or in any way which would allow a lien to be placed against the Premises; any such lien shall be an event of default under this Lease if not removed or lawfully bonded within thirty (30) calendar days following Landlord's discovery thereof.

All additions, fixtures and improvements, whether temporary or permanent in character (except only the movable office furniture of Tenant) made in or upon the Premises, either by Tenant or Landlord, shall be Landlord's property and shall remain upon the Premises at the termination of this Lease without compensation to Tenant unless Landlord elects to have Tenant remove such alterations, fixtures, additions and improvements, in which event, Tenant shall promptly restore, at its sole cost and expense, the Premises to its condition prior to the installation of such alterations, additions and improvements, normal wear and tear excepted.

Tenant shall pay when due all costs for work performed and materials supplied to the Premises. Tenant shall keep Landlord, the Premises and the Building free from all liens and claims of lien relating to the work performed, materials furnished or obligations incurred by or for Tenant and Tenant shall protect, indemnify, hold harmless and defend Landlord, the Premises and the Building of and from any and all loss, cost, damage, liability and expense, including attorney's fees and costs, arising out of or related to any such liens or claims of lien. During the progress of such work, Tenant shall, upon Landlord's request, furnish Landlord with sworn contractor's statements and lien waivers covering all work theretofore performed. Tenant shall satisfy or otherwise discharge all liens, or other claims or encumbrances within thirty (30) days after Tenant obtains knowledge that any such lien, claim or encumbrance has been filed. If Tenant fails to pay and remove such lien, claim or encumbrance within such thirty (30) days, Landlord, at its election, may pay and satisfy the same and in such event the sums so paid by Landlord, with interest from the date of payment at the rate of 8% per annum, shall be deemed additional rent due and payable by Tenant at once without notice or demand.

**17. INSURANCE**

Tenant shall obtain and maintain in force throughout the Term of this Lease commercial general liability insurance in the amount of not less than $1,000,000.00 for any one injury (including death) to persons of property of not less than $1,000,000.00 for any one casualty and of not less than $1,000,000.00 for property damage. Said policy shall name both Landlord and Tenant as additional insured and shall contain a provision requiring the insurer to give Landlord at least thirty (30) calendar days prior written notice before any termination or expiration of said policy for any reason. Prior to the Commencement Date of this Lease and prior to the expiration of each term of such policy, Tenant shall deliver to Landlord the original of such policy or a proper certificate from the insurer. Whenever, in Landlord's reasonable judgment, good business indicates the need for additional insurance coverage or different types of insurance in connection with the Premises or Tenant's use and occupancy thereof, Tenant shall, upon request, obtain such insurance at Tenant's expense and provide Landlord with evidence thereof. All coverage shall be written

on an occurrence basis and shall be primary and non-contributory over any insurance the Landlord may elect to provide on its behalf. In the event Tenant shall fail to procure such insurance or to deliver such policies and certificates, Landlord may, at Landlord's option and in addition to Landlord's other remedies in the event of a default by Tenant hereunder, procure the same for the account of Tenant, and the cost thereof shall be paid to Landlord as additional rent. Additionally, Tenant hereby agrees to insure the contents of the Premises including any improvements or betterments to the extent Tenant deems satisfactory in Tenant's sole discretion; and Landlord shall have no responsibility whatsoever for any damage, theft, or other casualty to or involving such contents.

Tenant shall have included in all policies of insurance obtained by Tenant covering the Premises and the contents therein, a waiver by the insurer of all right of subrogation against Landlord in connection with any loss or damage thereby insured against. Any additional premium for such waiver shall be paid by Tenant. Tenant waives all right of recovery against Landlord for, and agrees to release Landlord from liability for, loss or damage to the extent such loss or damage is covered by valid and collectible insurance in effect at the time of such loss or damage or would be covered by the insurance required to be maintained under this Lease by Tenant, even if such loss or damage shall have been caused by the fault or negligence of Landlord, or anyone for whom Landlord may be responsible.

All policies of insurance required to be carried by Tenant under this Section shall be in form satisfactory to Landlord, shall name Landlord, Landlord's mortgagee, Landlord's managing agent and any other party designated by Landlord as additional insureds, shall be issued by insurance companies which are licensed to do business in the State of Georgia, and shall have a Best's rating of at least "A" and a financial rating of not less than "XII" and have been approved in writing by Landlord.

Landlord shall obtain and maintain in force throughout the Term of this Lease commercial general liability insurance in the amount of not less than $1,000,000.00 for any one injury (including death) to persons or property and of not less than replacement value for any one casualty and of not less than replacement value for property damage.

**18. INDEMNIFICATION**

Tenant hereby protects, saves, indemnifies, defends, and holds harmless Landlord and Landlord's parent entity, affiliate entities, subsidiaries and all of their respective directors, officers, employees, agents, contractors, successors, assigns, attorneys and representatives from and against any and all suits, actions, claims, costs, fees, sums, amounts, losses, causes of action, damages, liabilities and expenses (including reasonable attorneys' fees, court costs and alternative dispute resolution expenses) caused in whole or in part, or arising directly or indirectly out of (a) anyoccurrence in, about, upon, at, or from the Premises, including, without limitation, any occurrence or act associated with Tenant's use or occupancy of the Premises; (b) any negligent or intentional act, omission, or misconduct of Tenant; or (c) any breach by Tenant of its obligations under this Lease.

**19. SIGNS**

Landlord shall maintain a Building directory on the lower level of the Building. Additionally, if requested by Tenant, Landlord shall provide Tenant with an identification sign of Landlord's design and specification which shall be affixed to the exterior of the Premises by Landlord. No other signage of any type shall be permitted.

**20. ATTORNEY'S FEES**

Tenant agrees to pay all reasonable attorney's fees and expenses actually incurred by Landlord in enforcing any of Tenant's obligations under this Lease whether or not such enforcement involves the filing by Landlord of legal action with any court, or in any litigation or negotiation in which Landlord shall, by virtue of this Lease or Landlord's ownership of the Building, become involved through or on account of this Lease.

**21. HOLDING OVER**

Tenant shall not remain in possession of the Premises after expiration or earlier termination of the Lease without the express written consent of Landlord. If Tenant remains in possession after expiration or termination of the Lease Term with or without Landlord's written consent, Tenant shall become a tenant-at-sufferance, and there shall be no renewal of this Lease by operation of law or otherwise. During the period of any such holding over, all provisions of this Lease shall be and remain in effect except that the monthly rental shall be 125% of the amount of Rent (including any adjustments as provided herein) payable for the last full calendar month of the Lease Term including renewals or extensions. During any period of holding over by Tenant with or without Landlord's written consent, Landlord retains the right to retake possession of the Premises by any legal means without notice to Tenant. The inclusion of the foregoing shall not be construed as Landlord's consent for Tenant to hold over.

**22. SURRENDER OF THE PREMISES**

Upon the expiration or earlier termination of this Lease or within a reasonable time thereafter, Tenant shall quit and surrender to Landlord the Premises and every part thereof and all alterations, additions and improvements thereto, broom clean and in good condition and repair with the exception of reasonable wear and tear. Tenant shall remove all personalty and equipment not attached to the Premises which Tenant has placed upon the Premises, and Tenant shall restore the Premises to the condition immediately precedingthe time of placement thereof unless otherwise instructed by Landlord to leave the Premises or any portion thereof "as-is."

If Tenant shall fail or refuse to remove all of Tenant's effects, personalty and equipment from the Premises within a reasonable time after the expiration or termination of this Lease for any cause whatsoever or upon Tenant being dispossessed by process of law or otherwise, such effects, personalty and equipment shall be deemed conclusively to be abandoned and may be appropriated, sold, stored, destroyed or otherwise disposed of by Landlord without written notice to Tenant or any other party and without obligation to account for them. Tenant shall pay Landlord on demand any and all expenses incurred by Landlord in the removal of such property, including, without limitation, the cost of repairing any damage to the Premises and/or the Building caused by the removal of such property and storage charges (if Landlord elects to store such property). The covenants and conditions of this Section 22 shall survive any expiration or termination of this Lease.

**23. NOTICE**

All notices as provided herein shall be sent via hand delivery, overnight commercial courier or certified mail to the following:

Landlord:
City of Griffin
100 S. Hill Street
P.O. Box T
Griffin, Georgia 30224

The Whalen Law Firm LLC
100 South Hill Street, Ste. 524
Griffin, Georgia 30224

Tenant:
Caring Hands United, Inc.
100 South Hill Street, Suite 502
Griffin, Georgia 30224

With a copy to:
Caring Hands United, Inc.
3469 Lawrenceville Hwy., Suite 208
Tucker, GA 30084
Attn: Carol Mouzon

**24. PARTIES**

"Landlord" as used in this Lease shall include Landlord's assigns and successors in title to the Premises. "Tenant" shall include Tenant and, if this Lease shall be validly assigned or sublet, shall include such assignee or subtenant, its successors and permitted assigns. "Landlord" and "Tenant" shall include male and female, singular and plural, corporation, partnership or individual, as may fit the particular parties.

**25. PARKING AND DRIVEWAYS**

(a) Tenant shall have the right of ingress and egress over the driveways located in or in close proximity to the Premises or the Building. If the Premises occupies less than all of the Building, all driveways and parking areas shall be used by Tenant jointly with Landlord and Landlord's other tenants, their agents, customers and invitees, and Tenant hereby agrees not to park on nor block said driveways, but rather to park in designated parking areas and on paved surfaces only.

(b) Tenant shall comply with the following terms and conditions relating to parking:

(i) Except for particular spaces and areas designated by Landlord for reserved parking, all parking shall be on an unreserved, first-come, first-served basis. All vehicles on the Property must have and display a current state motor vehicle license plate, license validation decal evidencing payment of current state and county ad valorem taxes and a current state emission inspections sticker. All vehicles kept, placed, stored, parked, maintained or operated in any area of the Property must be insured with the minimum applicable insurance required by state law. Vehicles may not be covered. A vehicle belonging to Tenant or one of its employees, sublessees or invitees that fails to meet any one of the above requirements shall be deemed to be unauthorized and non-operable and may be removed from the Property by Landlord at Tenant's expense. The terms "unauthorized" and "non-operable" shall be liberally construed in favor of Landlord. In addition, but not limited to, their generally accepted definitions, "unauthorized" and "non-operable" shall also mean vehicles which: (1) are noxious, offensive, unsightly, unpleasant or unkempt such as could reasonably affect the general appearance or rental marketability of the Property or such as could reasonably cause embarrassment, discomfort, annoyance, or nuisance to Landlord or other tenants; (2) are causing damage to the community or the parking areas, including, but not limited to, oil or

"unauthorized" and "non-operable" shall also mean vehicles which: (1) are noxious, offensive, unsightly, unpleasant or unkempt such as could reasonably affect the general appearance or rental marketability of the Property or such as could reasonably cause embarrassment, discomfort, annoyance, or nuisance to Landlord or other tenants; (2) are causing damage to the community or the parking areas, including, but not limited to, oil or gas leaks, seepage or spills and motorcycle kick stands which sink into the pavement; (3) are not registered with Landlord as required by Landlord; (4) are not properly parked between parallel lines or other lines marking spaces for parking; (5) are blocking access to any prohibited areas, designated "No Parking" areas, fire lanes, fire hydrants, ingress and egress travel lanes, entrances, exits, trash receptacles or compactors or maintenance or service areas; (6) are left on blocks or jack stands; (7) appear to be in a state of disrepair; (8) appear to be incapable of self-propelled movement; (9) do not have a proper license tag, current license decal validation sticker, current state emission inspection sticker or minimum applicable motor vehicle insurance; or (10) are improperly parked in a reserved or assigned space or are improperly parked in a designated handicapped space or are improperly parked in a specially designated space. The determination of whether a vehicle is abandoned, unauthorized or non-operable shall be within the sole discretion of Landlord, and Tenant agrees that Landlord shall have no liability for any act or failure to act with respect to enforcing the parking rules and regulations.

(ii) Landlord shall not be responsible for money, jewelry, automobiles or other personal property lost in or stolen from the parking areas. Except as caused by the gross negligence or willful misconduct of Landlord, Landlord shall not be liable for any loss, injury or damage to persons using the parking areas or automobiles or other property therein, it being agreed that, to the fullest extent permitted by law, the use of the parking areas shall be at the sole risk of Tenant and its employees and/or invitees.

(iii) Landlord shall have the right to close the parking areas (or certain portions thereof) when reasonable under the circumstances; provided, however, that except in the event of an emergency, Landlord shall provide at least twenty-four (24) hours prior written notice of such closure.

**26. SUBORDINATION**

This Lease shall be subordinate to the right, title and interest of any lender or other party holding a security interest in or a lien upon the Premises under any and all security deeds or mortgages presently encumbering the Premises or the Building and to any and all other security deeds or mortgages hereafter encumbering the Premises or the Building. Tenant shall at any time hereafter, on the demand of Landlord or the holder of any such security deed or mortgage, execute any instrumentswhich may reasonably be required by such secured party for the purpose of evidencing Tenant's subordination of this Lease to the lien or security interest of such secured party. In the event of the termination of this Lease through foreclosure of any security deed or mortgage to which this Lease is subordinated, Tenant shall, upon the demand of the purchaser of the Premises or the Building at the foreclosure sale, enter into a new Lease with such purchaser for the unexpired term of this Lease at the same rent and under the same provisions of this Lease.

**27. GOVERNMENTAL ORDERS**

Tenant, at Tenant's expense, shall comply with all laws and ordinances, and all rules, orders and regulations of all governmental authorities and of all insurance bodies, at any time duly issued or in force (hereinafter, all "Governmental Requirements"). Notwithstanding the immediately preceding sentence, Tenant shall not (by this Lease) be obligated to comply with any Governmental Requirements requiring any structural alteration of or in connection with the Premises unless such alteration is required by reason of: (a) a condition which has been created by, or at the instance of Tenant, or is attributable to the use or manner of use to which Tenant puts the Premises; or (b) a breach of any of Tenant's covenants and agreements hereunder.However, where any structural alteration of or in connection with the Premises is required by any Governmental Regulation, and, by reason of (a) or (b) above, Tenant is not obligated to make such alteration, Landlord shall have the option of either making such alteration and paying the cost thereof or terminating this Lease by giving Tenant not less than thirty (30) days prior written notice of such termination; provided, Tenant shall have the right to nullify Landlord's termination by delivering to Landlord, within fifteen (15) days after Tenant receives Landlord's termination notice, a writing in which Tenant promises to make the required alteration at its own expense in a manner satisfactory to Landlord, and to save Landlord harmless from any and all costs, expenses, penalties and/or liabilities (including, but not limited to, accountants' and attorneys' fees) in connection therewith or by reason thereof. Tenant covenants and agrees that, after promising to make any required alteration in order to nullify a termination attempted by Landlord, Tenant will, at Tenant's expense, and in compliance with all covenants, agreements, terms, provisions and conditions of this Lease, make such alteration, and Tenant, at Tenant's expense, will promptly and duly perform all the conditions of such undertaking and that all such conditions of such undertaking shall be deemed to constitute provisions of this Lease to be kept or performed on the part of Tenant with the same force and effect as if the same had been set forth herein.

**28. IMPROVEMENTS**

Reserved.

**29. ESTOPPEL CERTIFICATES**

From time to time during the Term, or any renewal thereof, Tenant, on request of Landlord given in writing not less than ten (10) days prior to the desired date of such certification, shall execute, acknowledge, and deliver to Landlord, a statement in writing certifying: (a) that this Lease is unmodified and is in full force and effect (or if there shall have been modifications, that this Lease is in full force and effect as so modified and stating such modification); (b) the dates to which rental hereunder and all other charges have been paid and whether any such payment represents payments in advance; (c) whether there is then existing any claim by Tenant of default hereunder by Landlord, and, if so, specifying the nature thereof; and (d) such other matters as may be requested by Landlord. Any such estoppel certificate to be delivered from time to time in accordance herewith may be relied upon by any person to whom such statement may be delivered by Landlord.

**30. NO OFFER**

The Submission of this Lease for examination does not constitute and offer to lease and this Lease shall be effective only upon execution hereof by Landlord and Tenant.

**31. LIABILITY OF LANDLORD LIMITED**

ANYTHING IN THIS LEASE TO THE CONTRARY NOTWITHSTANDING, TENANT AGREES THAT, IN THE EVENT OF ANY DEFAULT OR BREACH BY LANDLORD WITH RESPECT TO THE TERMS, CONVENANTS AND CONDITIONS OF THIS LEASE TO BE OBSERVED AND OR

PERFORMED BY LANDLORD, LANDLORD'S LIABILITY SHALL BE LIMITED TO THE TOTAL AMOUNT OF RENTS PAID BY TENANT IN THE TWELVE (12) MONTH PERIOD IMMEDIATELY PRECEDING THE DATE OF LOSS OR THE ALLEGED BREACH, AND NO OTHER ASSETS OF LANDLORD SHALL BE SUBJECT TO LEVY, EXECUTION OR OTHER PROCEDURES FOR THE SATISFACTION OF TENANT'S REMEDIES. IN THE EVENT LANDLORD TRANSFERS OR ASSIGNS THIS LEASE, EXCEPT AS COLLATERAL SECURITY FOR A LOAN, UPON SUCH TRANSFER OF ASSIGNMENT, LANDLORD SHALL THEREUPON BE RELEASED OF ALL FURTHER LIABILITY AND OBLIGATIONS HEREUNDER; PROVIDED, HOWEVER, THAT LANDLORD SHALL REMAIN LIABLE FOR ANY ACT OR OMISSION BEFORE THE DATE OF SUCH TRANSFER.

**32. FORCE MAJEURE**

Landlord shall not be required to perform any covenant or obligation in this Lease, or be liable in damages to Tenant, Tenant's invitees, licensees or other visitors to the Premises or Building so long as the performance or nonperformance of the covenant or obligation is delayed, caused or prevented by an Act of God or force majeure, or by Tenant. Any time periods provided in this Lease shall be extended by the number of days of delay caused by such Act of God or force majeure.

**33. RIGHT TO RELOCATE**

At any time or from time to time during the Term, Landlord shall have the unrestricted and unconditional right to relocate Tenant from the Premises to any other space within the Building. Landlord shall deliver notice to Tenant of Landlord's desire to relocate Tenant, together with a proposal for the area to which such Premises shall be relocated. Should Landlord exercise its right to relocate Tenant under this Section 33 then (a) expenses of said relocation or of any necessary renovation or alteration shall be paid by Landlord; and (b) following such relocation, the substituted space shall for all purposes thereinafter constitute the Premises and all terms and conditions of this Lease shall apply with full force and effect to the Premises as so relocated. If Tenant has not relocated its Premises within sixty (60) days after Landlord first notifies Tenant of Landlord's desire to relocate Tenant and the work on the relocated Premises is complete such that it is comparable to Tenant's Premises prior to the relocation, then it shall be an event of default on the part of Tenant, and Landlord shall have, as a part of said remedies, the right to terminate this Lease. Such termination shall be effective upon any date selected by Landlord in the termination notice which is at least ten (10) days after the termination notice is given by Landlord to Tenant. Tenant hereby further covenants and agrees to promptly execute and deliver to Landlord any lease amendment or other such document appropriate to reflect the changes in the Lease described or contemplated above.

**34. TIME**

Time is of the essence of this Lease.

**35. BROKER INDEMNIFICATION**

Reserved.

**36. RULES AND REGULATIONS**

In order to minimize inconvenience to Landlord and/or Tenant to ensure the provision of proper maintenance to the Premises and the Building, Tenant agrees that Tenant, its agents, employees, invitees, and licensees shall comply with the following Rules and Regulations as the same may be changed from time to time by Landlord's sole discretion:

(a) Sidewalks, doorways, vestibules, halls, stairways and similar areas shall not be obstructed. Except as authorized by Landlord,no refuse, furniture, boxes or other items shall be placed within, on, or around sidewalks, doorways, vestibules, halls, stairways, or other similar areasby Tenant or its officers, agents, servants, and employees, nor shall such areas be used for any purpose other than ingress and egress to and from the Premises, or for going from one part of the Building to another part of the Building. Canvassing, soliciting and peddling in the Building are prohibited.

(b) Plumbing systems, fixtures and appliances shall be used only for the purposes for which constructed and no unsuitable material shall be placed therein.

(c) No signs, directories, posters, advertisements or notices shall be painted or affixed on or to any of the windows or doors, or in corridors or other parts of the Building, except in such color, size, and style, and in such places, as shall be first approved in writing by Landlord in its sole discretion. Landlord shall prepare building standard suite identification signs at Tenant's expense. Landlord shall have the right to remove all unapproved signs without notice to Tenant, at the expense of Tenant.

(d) Tenant shall not bring or keep anything in or about the Building, nor do or permit to be done anything, that will in any way increase the rate of fire or other insurance on the Building or on property kept therein or otherwise increase the possibility of fire or other casualty.

(e) Landlord shall have the power to prescribe the weight and position of heavy equipment or objects. All damage done to the Building by the improper placing of such heavy items will be repaired at the expense of Tenant.

(f) Tenant shall notify the Facilities Maintenance Supervisor when safes or other heavy equipment are to be taken in or out of the Building and the moving shall be done after written permission is obtained from Landlord on such conditions as Landlord shall require.

(g) Corridor doors, when not in use, shall be kept closed.

(h) All deliveries must be made via the service entrance and service elevator, when provided, during Normal Business Hours. Landlord's written approval must be obtained for any delivery during non-Normal Business Hours.

(i) Tenant shall cooperate with Landlord's employees in keeping the Common Areas neat and clean and in the performance of janitorial service to the Building

(j) Tenant shall not cause or permit any improper noises in the Building, or allow any unpleasant odors to emanate from the Premises, or otherwise interfere, injure or annoy other tenants in the Building or their invitees, customers, guests and employees.

(k) No animals (excepting only registered/certified service animals) shall be brought into or kept in or about the Building.

(l) No machinery of any kind, other than ordinary office machines such as typewriters, information processing systems, copy machines, communications equipment, personal computers, printers, and calculators, shall be operated on the Premises without the prior written consent of Landlord, and Tenant shall not use or keep in the Building any inflammable or explosive fluid or substance (including Christmas trees and ornaments), or any illuminating materials. No space heaters or facts shall be operated in the Building.

(m) No bicycles, motorcycles or similar vehicles will be allowed in the Building.

(n) No nails, hooks, or screws shall be driven into or inserted in any part of the Building, nor shall tenant perform any boring, cutting or installation of any wirings in any part of the Building, without the prior written approval of Landlord.

(o) Landlord has the right to evacuate the Building in the event of an emergency or catastrophe.

(p) No food and/or beverages shall be distributed from Tenant's office without the prior written approval of the Landlord; provided that Tenant may prepare coffee and similar beverages and warm typical luncheon items for the consumption by Tenant's employees and invitees.

(q) No additional locks shall be placed upon any doors without the prior written consent of Landlord. Landlord shall furnish all necessary keys. Tenant shall not make duplicates of the keys for the Premises without the prior consent of Landlord. Additional keys shall be obtained only from Landlord at a reasonable competitive fee to be determined by Landlord.

(r) Tenant will not locate equipment, cabinets or furniture adjacent to mechanical or electrical access panels or over air conditioning outlets so as to prevent Landlord's personnel and employees from servicing such units. All costs of moving such equipment, cabinets or furniture for Landlords' access will be at Tenant's expense.

(s) Tenant shall comply with such parking rules and regulations as may be posted and distributed from time to time by Landlord.

(t) No portion of the Building shall be used for lodging rooms, gambling or any illegal, immoral or improper purposes.

(u) Tenant shall not install any window shades, blinds, drapes or any other window treatment of any kind whatsoever without Landlord's prior written consent.

(v) Landlord reserves the right to rescind any of these Rules and Regulations, and make such other and further Rules and Regulations as it deems necessary from time to time for the benefit of the Building, which Rules and Regulations shall be binding upon Tenant.

**37. ENTIRE AGREEMENT**

This Lease contains the entire agreement of the parties and no representations or agreements, oral or otherwise, between the parties not embodied herein shall be of any force or effect. This Lease shall not be amended, modified or changed (other than the Rules and Regulations) in any way except by a writing subscribed by both parties.

**38. SPECIAL STIPULATIONS**

The special stipulations, if any, set forth in Exhibit "C" attached hereto are hereby incorporated herein by this reference as though fully set forth. In the event of any inconsistency between the terms of such special stipulations attached hereto as Exhibit "C" and the terms of the main body of this Lease, the terms and conditions of the special stipulations shall control.

**39. HAZARDOUS SUBSTANCES**

Tenant hereby covenants and agrees that Tenant shall not cause or permit any "Hazardous Substances" (as hereinafter defined) to be generated, placed, held, stored, used, located or disposed of at the Premises, the Building, the Property, or any part thereof, except for Hazardous Substances as are commonly and legally used or stored as a consequence of using the Premises for the use defined in Section 5 of this Lease, but only so long as the quantities thereof do not pose a threat to public health or to the environment or would necessitate a "response action", as that term is defined in CERCLA (as

hereinafter defined), and so long as Tenant strictly complies or causes compliance with all applicable governmental rules and regulations concerning the use or production of such Hazardous Substances. For purposes of this Section 39, "Hazardous Substances" shall mean and include those elements or compounds which are contained in the list of Hazardous Substances adopted by the United States Environmental Protection Agency (EPA) or the list of toxic pollutants designated by Congress or the EPA which are defined as hazardous, toxic, pollutant, infectious or radioactive by any other federal, state or local statute, law, ordinance, code, rule, regulation, order or decree regulating, relating to or imposing liability (including, without limitation, strict liability) or standards of conduct concerning, any hazardous, toxic or dangerous waste, substance or material, as now or at any time hereinafter in effect (collectively "Environmental Laws"). Tenant hereby agrees to indemnify Landlord and hold Landlord harmless from and against any and all losses, liabilities, including strict liability, damages, injuries, expenses, including reasonable attorneys' fees, costs of settlement or judgment and claims of any and every kind whatsoever paid, incurred or suffered by, or asserted against, Landlord by any person, entity or governmental agency for, with respect to, or as a direct or indirect result of, the presence in, or the escape, leakage, spillage, discharge, emission or release from, the Premises of any Hazardous Substances (including, without limitation, any losses, liabilities, including strict liability, damages, injuries, expenses, including reasonable attorneys' fees, costs of any settlement or judgment or claims asserted or arising under the Comprehensive Environmental Response, Compensation and Liability Act ["CERCLA"], any so-called federal, state or local "Superfund" or "Superlien" laws or any other Environmental Law); provided, however, that the foregoing indemnity is limited to matters arising solely from Tenant's violation of the covenant contained herein. The obligations of Tenant under this Section 39 shall survive any expiration or termination of this Lease.

**40. SEVERABILITY AND INTERPRETATION**

(a) If any clause or provision of this Lease shall be deemed illegal, invalid or unenforceable under present or future laws effective during the Term, the remainder of this Lease shall not be affected by such illegality, invalidity or unenforceability of such clause and shall be construed to preserve the intent of the Parties.

(b) If any provisions of this Lease require judicial interpretation, the court interpreting or construing the same shall not apply a presumption that the terms of any such provision shall be more strictly construed against one party or the other by reason of the rule of construction that a document is to be construed most strictly against the party who itself or through its agent prepared the same, as all parties hereto have participated in the preparation of this Lease.

**41. ANTI-TERRORISM REPRESENTATIONS**

Tenant is not, and shall not during the term of the Agreement become, a person or entity with whom Landlord is restricted from doing business with under the Uniting and Strengthening America by Providing Appropriate Tools Required to Intercept and Obstruct Terrorism Act of 2001, H.R. 3162, Public Law 107-56 (commonly known as the "USA Patriot Act") and Executive Order Number 13224 on Terrorism Financing, effective September 24, 2002 and regulations promulgated pursuant thereto (collectively, "Anti-Terrorism Laws"), including without limitation persons and entities named on the Office of Foreign Asset Control Specially Designated Nationals and Blocked Persons List (collectively, "Prohibited Persons").

To the best of its knowledge, Tenant is not currently engaged in any transactions or dealings, or otherwise associated with, any Prohibited Persons in connection with the use or occupancy of the demised premises. Tenant will not in the future during the term of the Agreement knowingly engage in any

Provided Tenant performs the terms, conditions and covenants of this Lease, and subject to the terms and provisions hereof, Landlord covenants and agrees to take all necessary steps to secure and to maintain for the benefit of Tenant the quiet and peaceful possession of the Premises, for the Term, without hindrance, claim or molestation by Landlord or any other person lawfully claiming under Landlord. Tenant represents to Landlord that Tenant has full power and authority to execute and perform this Lease. Tenant shall not record in any public records any memorandum or any portion of this Lease. Landlord does not grant to Tenant in this Lease any exclusive right except the right to occupy its Premises. All obligations of Landlord and Tenant under this Lease shall survive the termination of this Lease for a period of six (6) months. This Lease may be executed by the parties in separate counterparts which shall constitute one original when taken together. Within ten (10) days after Landlord's written request therefor, Tenant shall deliver to Landlord the current audited annual and quarterly financial statements of Tenant, and annual audited financial statements of the two (2) years prior to the current year's financial statements, each with an opinion of a certified public accountant and including a balance sheet and profit and loss statement, all prepared in accordance with generally accepted accounting principles consistently applied.

If Tenant claims or asserts that Landlord has violated or failed to perform a covenant of Landlord not to unreasonably withhold or delay Landlord's consent or approval, Tenant's sole remedy shall be an action for specific performance, declaratory judgment or injunction and in no event shall Tenant be entitled to any money damages for a breach of such covenant and in no event shall Tenant claim or assert any claim for any money damages in any action or by way of set off, except as otherwise set forth herein, defense or counterclaim and Tenant hereby specifically waives the right to any money damages or other remedies. If Landlord breaches any of its obligations under this Lease, Tenant shall notify Landlord in writing and shall take no action respecting such breach so long as Landlord promptly begins to cure the breach and diligently pursues such cure to its completion. If Tenant comprises more than one person, corporation, partnership or other entity, the liability hereunder of all such persons, corporations, partnerships or other entities shall be joint and several.

IN WITNESS WHEREOF, the parties herein have hereunto set their hands and seals hereunto and have caused this Lease to be executed in their respective names and on their behalf by duly authorized officials, the day and year first above written.

**LANDLORD:**

_____,
City of Griffin,
a Georgia municipal corporation
By: _____
Name: _____
Title: _____

**TENANT:**

Carol Moore,
Caring Hands United, Inc.
By: 5.16.22
Name: Carol Moore
Title: Program Director/Owner

EXHIBIT "A"

Legal Description of Property

All that lot, tract or parcel of land, situate, lying and being in the City of Griffin, Spalding County, Georgia, consisting of 1.09 Acres, as more particularly shown on that certain plat entitled "Survey for the City of Griffin," dated August 21, 2006, by Stanley L. Colwell, Georgia Registered Land Surveyor No. 2605, as recorded in Plat Book 25, page 317 of Spalding County records, which by reference is made a part hereof as if fully incorporated herein. Situated thereon is a multistory commercial building and parking deck, currently known as 100 South Hill Street under the present system for numbering buildings in the City of Griffin.

EXHIBIT "B"
Commencement Date Letter

June 1, 2022

Caring Hands United, Inc.
Attn: Carol Mouzon
100 South Hill Street
Suite 502
Griffin, GA 30224

Re: Base Rental Schedule – Lease Agreement dated June 1, 2022 ("Lease") between Caring Hands United, Inc., a Georgia corporation ("Tenant") and the City of Griffin, a Georgia municipal corporation ("Landlord") for the premises located at 100 South Hill Street, Suite 502, Griffin, GA ("Premises")

Dear Tenant:

The Commencement Date for the Lease is _____, and the Initial Lease Term shall expire on _____, unless sooner terminated in accordance with the terms of this Lease.

RENTAL SCHEDULE:

RENTAL SCHEDULE:

| Period | Base Rental (per rentable square foot per annum) | Base Annual Rental | Base Monthly Rental |
|---|---|---|---|
| Commencement – Month 12 | $14.63 | $9,012.08 | $751.01 |
| Month 13 – Month 24 | $15.07 | $9,282.44 | $773.54 |
| Month 25 – Month 36 | $15.52 | $9,561.61 | $796.80 |

Please acknowledge your acceptance of the above by signing below and returning this letter to me no later than thirty (30) days from the date of receipt in accordance with the terms of the Lease. Please do not hesitate to call if we can be of assistance.

Sincerely,

_____
Jessica W. O'Connor

Agreed to this _____ day of _____, 2022.

Caring Hands United, Inc.
By: _____
Name: _____
Title: _____

EXHIBIT "C"
Special Stipulations

1. If the Building is equipped with elevator(s), Landlord shall furnish elevator service (self-service or otherwise) to all floors of the building ordinary business hours, but shall not be liable for damages nor shall the Rent be abated for failure to furnish such service when such failure is not due to Landlord's negligence.

2. Tenant shall be responsible for reasonable janitorial service for the Premises. Landlord shall only be responsible for reasonable janitorial service for the Common Areas within the Building.

# AGENDA ITEM SUMMARY

## ITEM SUMMARY:

Consider additional services agreement with Flock Group, Inc. for the addition of 10 Flock LPR Cameras and 1 Flock Mobile LPR Camera for an initial cost of $31,500 for year one, which includes set up and installation, and a recurring cost of $28,000 each year for years two and three, and amend the budget accordingly. *Police Chief, Michael Yates, will address.*

## SPECIAL CONSIDERATIONS OR CONCERNS:

The agreement provides for an additional 10 fixed position LPR Cameras and one additional mobile LPR Camera. Fixed locations have been determined based on a review of criminal activity and the operational value of deployment.

## STAFF RECOMMENDATION:

Staff recommends approval.

## FINANCIAL IMPACT:

Funding for the project was approved by the Board of Commissioners on May 10th, 2022 to be provided from Commission Contingency funding with the budget amended accordingly with a total three (3) year cost of $87,500.

**Submitted By:**
Mike Yates

**Meeting Date:**
24/05/2022

**Reviewed By:**
Jessica O'Connor

ATTACHMENTS:
FLOCKcontract56__002_.pdf
AGENDA_ITEMBA05192022.pdf

DocuSign Envelope ID: B9312100-60EE-461A-B96C-1F9DE7988327

# FLOCK GROUP INC.

# ADDITIONAL SERVICES AGREEMENT

This Agreement combined with the existing agreement referenced in **Exhibit A** describe the relationship between Flock Group Inc. ("**Flock**") and the customer identified below ("**Customer**") (each of Flock and Customer, a "**Party**"). This order form ("**Order Form**") hereby incorporates and includes the terms of the previously executed agreement (the "**Terms**") which describe and set forth the general legal terms governing the relationship (collectively, the "**Agreement"** ). The Terms contain, among other things, warranty disclaimers, liability limitations and use limitations.

This additional services Agreement will be effective when this Order Form is executed by both Parties (the "**Effective Date**").

| | |
|---|---|
| **Agency:** City of Griffin<br><br>**Legal Entity Name:** | **Contact Name:** Mike Yates |
| **Address:**<br>100 S Hill St<br>Griffin, Georgia 30223 | **Phone:** (770) 229-6450<br>**E-Mail:** myates@cityofgriffin.com |
| **Expected Payment Method:** | **Billing Contact:**<br>(if different than above) |

| | |
|---|---|
| **Initial Term:** 12 months<br>**Renewal Term:** 24 months | **Billing Term:** Annual payment due Net 30 per terms and conditions |

Sales tax will be added to all fees as applicable. **If your organization is tax exempt, please check this box:**
**and email your Sales Tax Exemption Certificate to billing@flocksafety.com.**

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| Name | Price/Usage Fee | QTY | Subtotal |
|---|---|---|---|
| Falcon Flex | $3,000.00 | 1.00 | $3,000.00 |
| Professional Services - Falcon, Standard Implementation | $350.00 | 10.00 | $3,500.00 |
| Falcon Camera | $2,500.00 | 10.00 | $25,000.00 |

**(Includes one-time fees)**

**Year 1 Total**: $31,500.00

**Recurring Total:** $28,000.00

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**By executing this Order Form, Agency represents and warrants that it has read and agrees to all of the terms and conditions contained in the Terms attached.** The Parties have executed this Agreement as of the dates set forth below.

| **FLOCK GROUP, INC.** | | **Agency: City of Griffin** | |
|---|---|---|---|
| By: | | By: | |
| Name: | | Name: | Douglas S. Hollberg |
| Title: | | Title: | Mayor |
| Date: | | Date: | |

Attest:_____
Jessica W. O'Connor, Secretary

(SEAL)

Approved as to form:

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

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**EXHIBIT A**

**This agreement is governed by the terms as set out in this attached agreement that has been previously executed by both parties.**

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# Customer Implementation Guide: Law Enforcement

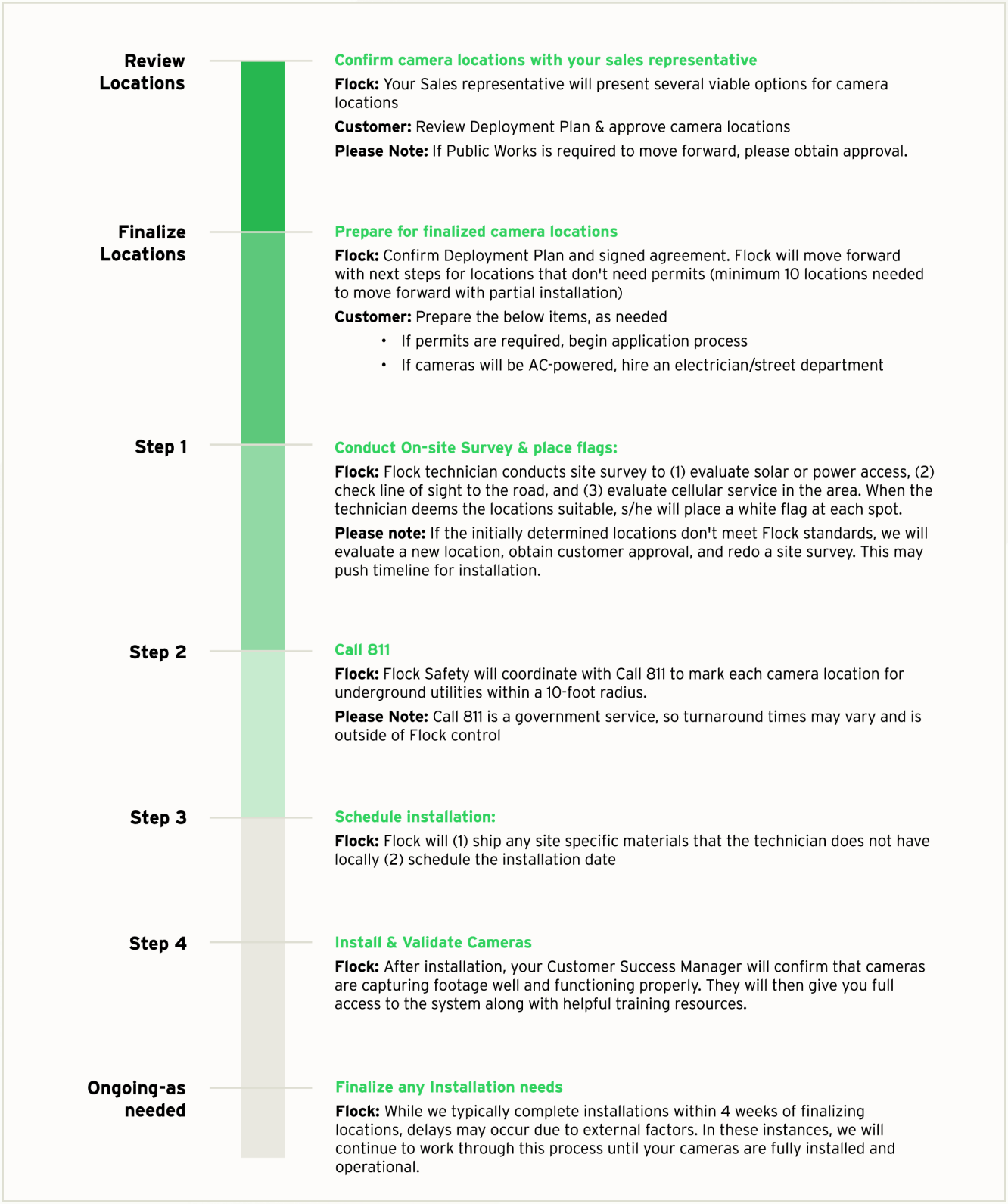
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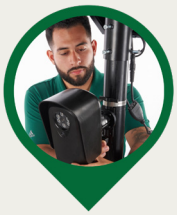
## Implementation Timeline

This timeline provides general guidance and understanding of your installation process. While we typically complete installations 6-8 weeks after locations have been finalized, delays can occur as noted in the timeline below:



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## Implementation Team

| Implementation Team | How they will support you |
|---|---|
| **Project Manager**<br> | Your **Project Manager** is your **primary contact during camera installation.**<br>• Your project manager will guide you through the entire installation process, keeping you apprised of all implementation updates as well as answering any questions you have during this time. They will ensure that all the cameras are on the ground and operating for at least 48 hours before transitioning you to your Customer Success Manager. |
| **Field Operations Team**<br> | • The Field Operations team is responsible for the physical installation and maintenance of cameras and associated equipment provided by Flock. This includes a large team of technicians, schedulers, and many others involved in ensuring the delivery of the product.<br>• They take the technical plan you finalized with Product Implementation and work closely with other teams at Flock to make sure that the cameras are installed quickly and safely and in a way that maximizes the opportunity to solve crime at a specific location.<br>• ***Note*:** For **all Installation questions or concerns**, please always direct them to your **Customer Success Manager** and not the technician. |
| **Product Implementation Specialist**<br> | Your **Product Implementation Specialist** is your **technical product expert.**<br>They will help translate your goal for using Flock Safety cameras into a technical plan that can be executed and enable you to solve crime. **Your specialist will work your Sales Rep to:**<br>• Review the cameras in your deployment<br>• Ensure that the deployment plan is set up for success from a technological standpoint in addition to meeting your goals for the product<br>• If any of your locations require permits, a member of the Product Implementation team will assist you in packaging your application(s). |

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| Relationship Team | How they will support you |
|---|---|
| **Customer Success Manager**<br> | Your **Customer Success Manager** is your **strategic partner** for your lifetime as a Flock customer.<br><br>While the cameras are getting installed, your CSM will help get your account set up and get all key users trained on the system.<br><br>Post-Camera-Installation, your CSM will be your go-to for most account-related needs: You should reach out to them to:<br><br>• Set up Account Training<br>• Understand benefits of features<br>• Learning best practices for getting relevant data<br>• Identifying opportunities to expand the security network in your area<br>• Provide feedback on your partnership with Flock |
| **Flock Safety Support**<br> | The Flock Safety Support team is committed to answering all your day-to-day questions as quickly as possible. To **get in touch with support**, simply email **support@flocksafety.com**. Support can help you:<br><br>• Request camera maintenance<br>• Troubleshoot online platform<br>• Contract / Billing questions<br>• Update account information<br>• Camera Sharing questions<br>• Quick "How to" questions in your Flock Account |

**Please Note:** On some occasions, third parties outside of Flock Safety may be (or need to be) involved in your implementation.

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| Outside Party | When they may be involved |
|---|---|
| **Electrician/ Street Department** | If the Flock cameras need to be AC powered, you (customer) are responsible for providing an electrician to ensure power connectivity |
| **Public Works (LE)** | To weigh in on the use of public Rights of Way or property |
| **Department of Transportation (DOT), City, or County agencies** | If installation in your area requires permitting |

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## Implementation Service brief: Standard VS Advanced

### Standard Implementation

**Cost** = $350 / camera (one time cost)

**Included in scope:**

Once Designated Locations are confirmed, as part of the **Standard Implementation Service** Flock will perform the following:

- An in-person site survey to confirm the installation feasibility of a location (location assessment, solar assessment, visibility review, etc.)
- Confirm that a location is safe for work by following State utility locating procedures. Work with local utilities to prevent service interruptions during the installation
    - Engage 811 'Call-before-you-Dig' system to receive legal dig date
    - Apply approved markings Coordinate with 811 regarding any necessary high-risk dig clearances or required vendor meets
- Each installation may include the following:
    - Installation of camera and solar panel with **standard, 12' above grade Flock breakaway pole**
    - Installation of camera and solar panel on a suitable existing pole, no higher than 8-12' (approval at Flock Safety's discretion)
    - Installation of camera and AC adapter that a qualified electrician can connect to AC power on a suitable existing pole, no higher than 8-12' (approval at Flock Safety's discretion)
        - *Flock will provide and mount an AC adapter that a qualified electrician can connect to AC power following our electrical wiring requirements (link). Flock is unable to make any AC connections or boreholes in any material other than dirt, grass, loose gravel (or other non-diggable material). Electrical work requiring a licensed electrician and associated costs, not included in the scope.*
    - Access requiring up to a 14' A-frame ladder
    - Standard MUTCD traffic control procedures performed by a Flock technician
- Obtain a business license to operate in the City and State of camera location

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**Not included in scope:**

Flock does **not** include the following as part of the Standard Implementation Service but can provide a quote for sourcing at an additional cost:

- Cannot NCHRP 350 or MASH approved pole (as may be required for locations in DOT right of way)
- A Bucket Truck for accessing horizontal/cross-beams
- Site-specific engineered traffic plans
- Third-party provided traffic control
- State or City-specific specialty contractor licenses
- Custom engineered drawings
- Electrical work requires a licensed electrician. Flock will provide and mount an AC adapter that a qualified electrician can connect to AC power but cannot make any AC connections or boreholes in any material other than dirt, grass, loose gravel (or other non-diggable material).
- Private utility search for privately owned items not included in standard 811 procedures (communication, networking, sprinklers, etc.)
- Upgrades to power sources to ready them for Flock power (additional fuses, switches, breakers, etc.)
- Any fees or costs associated with filing for required City, County, or State permits

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## Advanced Implementation

**Cost** = $750 / camera (one time cost)

**Included in scope:** Once Designated Locations are confirmed, as part of the **Advanced Implementation Service**, Flock will perform the following:

- An in-person site survey to confirm the installation feasibility of a location (location assessment, solar assessment, visibility review, etc.)
- Confirm that a location is safe for work by following State utility locating procedures. Work with local utilities to prevent service interruptions during the installation
    - Engage 811 'Call-before-you-Dig' system to receive legal dig date
    - Apply approved markings Coordinate with 811 regarding any necessary high-risk dig clearances or required vendor meets
- Each installation may include the following:
    - Installation of camera and solar panel with **standard, 12' above grade Flock breakaway pole**
    - Installation of camera and solar panel on a suitable existing pole, no higher than 8-12' (approval at Flock Safety's discretion) or **NCHRP 350 or MASH approved pole**, if necessary.
        - ***Pole Options - Northern and Coastal***
        - ***Pole Options - Non-Winterized, Non-Coastal***
        - ***Pole Options - Georgia***
        - ***Pole Options - Texas***
    - Installation of camera and AC adapter that a qualified electrician can connect to AC power on a suitable existing pole, no higher than 8-12' (approval at Flock Safety's discretion)
        - Flock will provide and mount an AC adapter that a qualified electrician can connect to AC power following our electrical wiring requirements (**link**). Flock cannot make any AC connections or boreholes in any material other than dirt, grass, loose gravel (or other non-diggable material). Electrical work requiring a licensed electrician and associated costs, not included in the scope.
    - Access requiring up to a 14' A-frame ladder
    - Standard MUTCD traffic control procedures performed by a Flock technician
- Obtain a business license to operate in the City and State of camera location

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**Not included in scope:**

By default, Flock does **not** include the following as part of the Advanced Implementation Service but can optionally provide a quote for sourcing (additional cost):

- A Bucket Truck for accessing horizontal/cross-beams
- Site-specific engineered traffic plans
- Third-party provided traffic control
- State or City-specific specialty contractor licenses
- Custom engineered drawings
- Electrical work requires a licensed electrician. Flock will provide and mount an AC adapter that a qualified electrician can connect to AC power but cannot make any AC connections or boreholes in any material other than dirt, grass, loose gravel (or other non-diggable material).
- Private utility search for privately owned items not included in standard 811 procedures (communication, networking, sprinklers, etc.)
- Upgrades to power sources to ready them for Flock power (additional fuses, switches, breakers, etc.)

Any fees or costs associated with filing for required City, County, or State permits

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## Things to Consider when Picking Locations

### Falcon Cameras

- Use Cases
  - Flock LPRs are designed to capture images of rear license plates aimed in the direction of traffic.
  - Flock LPRs are not designed to capture pedestrians, sidewalks, dumpsters, gates, other areas of non-vehicle traffic, intersections.
- Placement
  - They capture vehicles driving away from an intersection.
  - They cannot point into the middle of an intersection.
  - They should be placed after the intersection to prevent stop and go motion activation or "stop and go" traffic.
- Mounting
  - They can be mounted on existing utility, light, traffic signal poles, or 12 foot Flock poles. ***NOTE** Permitting (or permission from pole owner) may be required to use existing infrastructure or install in specific areas, depending on local regulations & policies*.
  - They should be mounted one per pole*. If using AC power, they can be mounted 2 per pole.
    - *Cameras need sufficient power. Since a solar panel is required per camera, it can prevent adequate solar power if two cameras and two solar panels are on a single pole (blocking visibility). Therefore if relying on solar power, only one camera can be installed per pole.
- They can be powered with solar panels or direct wire-in AC Power (no outlets). ****NOTE**** Flock does not provide Electrical services. Once installed, the agency or community must work with an electrician to wire the cameras. Electrician services should be completed within two days of installation to prevent the camera from dying.
- They will require adequate cellular service using AT&T or T-Mobile to be able to process & send images.

### Solar Panels

- Solar panels need unobstructed southern-facing views.

### Pole

- If a location requires a "DOT Pole" (i.e., not Flock standard pole), the implementation cost will be $750/camera.

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## Customer Responsibilities: AC-Powered Cams

If the Flock cameras need to be AC-powered, the customer is responsible for acquiring an electrician and ensuring they connect the camera to power. **See steps 2 and 6 below.**

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Let's defeat crime together



# Don't Let Access to Solar Limit Your Power Needs

**The Flock Safety license plate reading camera system can leverage AC power to help your community solve crime no matter the location.**



**Easy to Use Install Power Kit**

**Work with Local Electricians**

**Efficient Quote & Installation Process**

## How to Get Started with a Powered Install

**1. Create a Deployment Plan**
Work with Flock to select the best location(s) for your cameras and power sources.

**2. Acquire an Electrical Quote**
Contact an electrician to receive a quote to run 120volt AC power to the camera.

**3. Sign Flock Safety Agreement**
Sign the Flock Safety purchase order to begin the installation of the cameras.

**4. Conduct Site Survey**
Flock will mark camera locations, locate underground utilities and mark if present.

**5. Install Camera**
Flock will install the camera and AC power kit at the specified camera location.

**6. Connect Camera to Power**
Notify the electrician that the camera is ready for the power connection installation.

www.flocksafety.com | 866-901-1781

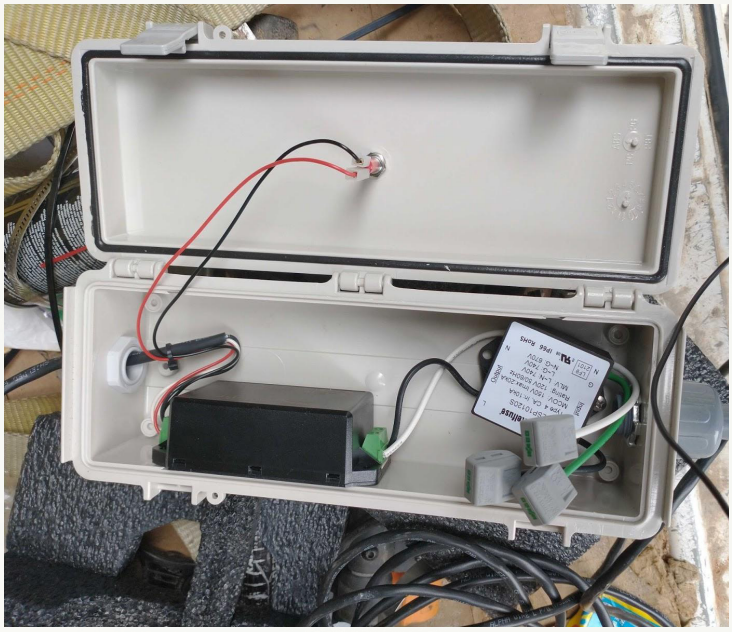
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Visit **flocksafety.com/power-install** for the complete plan, FAQs & to get started!

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## Electrician Handout

### Electrician Installation Steps

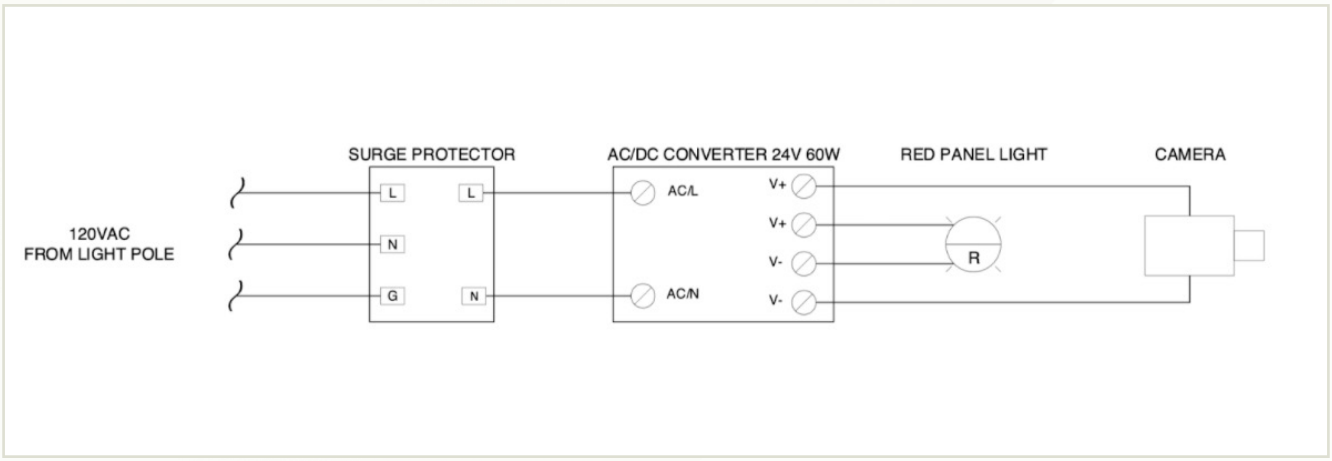


1. Run AC cable and conduit to the box according to NEC Article 300 and any applicable local codes. The gland accepts 1/2" conduit.
2. Open the box using hinges.
3. Connect AC Mains per wiring diagram below:
    - Connect AC Neutral wire to the Surge Protector white Neutral wire using the open position on the lever nut.
    - Connect AC Line wire to the Surge Protector black Line wire using the open position on the lever nut.
    - Connect AC Ground wire to the Surge Protector green ground wire using the open position on the lever nut.
4. Verify that both the RED LED is lit on the front of the box
5. Close box and zip tie the box shut with the provided zip tie
6. While still on-site, call Flock, who will remotely verify that power is working correctly:

Southeast Region - (678) 562-8766

West-Region - (804) 607-9213

Central & NE Region - (470) 868-4027



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## FAQs about AC-Powered Flock Cameras

- **What voltage is supported?** The AC kit is designed to work with 120VAC infrastructure by default. A 240VAC version is available on request.
- **How much power does this consume?** Peak current draw is 1.5 A at 120VAC. The average power draw is roughly 30W in high traffic conditions but maybe lower when fewer vehicles are present.
- **Who is responsible for contracting the electrician?** The customer is responsible for contracting an electrician. We can help answer questions, but the customer is responsible for identifying and contracting an electrician.
- **Who is responsible for maintenance?** Flock will handle all maintenance related to Flock's camera and power equipment. However, any problems with the electrical supply are the customer's responsibility. The AC junction box has two lights to indicate the presence of power and make it easy for quick diagnosis if there is a problem related to the AC power source.
    - If the camera indicates to Flock that there is a power supply problem, Flock will notify the customer and request that the customer verifies the lights on the AC junction box. If the AC Source light is illuminated, Flock will send a technician to investigate. If the AC source light is not illuminated, the customer should check any GFCI's or breakers in the supply circuit or call the electrician who installed the power supply.
- **How much does it cost?** Work required to bring AC power to each location will be different, so exact pricing is unavailable. Primary cost drivers include arrow boards and the distance from the camera location to the AC power source.
- **What information do I need to provide my electrician?** The Flock deployment plan and these work instructions should be sufficient to secure a quote. It will be helpful if you know the location of the existing power infrastructure before creating the deployment plan.
- **Can you plug it into my existing power outlet?** The Flock AC power adapter does not use a standard outlet plug but must be directly wired into the power mains. While using outlet plugs may be convenient, they can easily be unplugged, presenting a tampering risk to this critical safety infrastructure. The electrician can route power directly to the camera with a direct wire-in connection if an outlet is close to the camera.
- **How long does this process typically take?** The installation process typically takes 6-8 weeks. To accelerate the process, be sure to have the electrician perform his work shortly after the Flock technician finishes installing the camera.
- **What kind of electrician should I look for?** Any licensed electrician should perform this work, though we have found that those who advertise working with landscape lighting are most suited for this work.
- **What happens if the electrician damages the equipment?** The customer is responsible for contracting the electrician. Any liability associated with this work would be assumed by the customer. If any future work is required at this site due to the electrical infrastructure or the work performed by the electrician would be the responsibility of the customer.

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- **When should the electrician perform his work?** Once Flock installs the camera, you will receive an email alert letting you know that this has been completed. After this, you will need to schedule the electrician to route power to the pole.
- **What if my electrician has questions about Flock's AC Kit?** You should share the **AC-Power Kit Details** packet with the electrician if they have questions.
- **What if the AC power is on a timer?** Sometimes the AC power will be on a timer (like used for exterior lighting). Flock requires that the AC power provided to the camera be constant. The source that the electrician uses must not be on a timing circuit.

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## Installation Service Brief Summary

**Below outlines the statement of work for the Flock Camera Installation:**

| What is covered by Flock | What is NOT covered by Flock | Special note |
|---|---|---|
| Flock Cameras & Online Platform | Traffic Control and any associated costs | |
| Mounting Poles | *DOT Approved Pole cost<br>Electrician & ongoing electrical costs | |
| AC Power Kit (as needed) | Engineering Drawings | |
| Solar Panels (as needed) | Relocation Fees | *Excluding changes during initial installation* |
| Site Surveys and Call 811 Scheduling | Contractor licensing fees | |
| Installation Labor Costs | Permit application processing fees | |
| Customer Support / Training | Specialist mounting equipment | *Including, but not limited to, **MASH poles or adapters* |
| Cellular Data Coverage | Bucket trucks | |
| Maintenance Fees (review **Fees Sheet** for more details) | Loss, theft, damage to Flock equipment | |
| Data storage for 30 days | Camera downtime due to power outage | *Only applicable for AC-powered cameras* |

*If a location requires a "DOT pole" (i.e., not our standard), the implementation cost will be $750/camera; This cost is applicable for installations in GA, IL, SC, TN, and CA.

**MASH poles: Manual for Assessing Safety Hardware (MASH) presents uniform guidelines for crash testing permanent and temporary highway safety features and recommends evaluation criteria to assess test results

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## Permitting: Pre-Install Questionnaire

### 1. Timeline

- In Flock Safety's experience, in-depth permitting requirements can **add 2+ months to the installation timeline.** Law enforcement agencies and city governments can work with their local Public Works or Department of Transportation offices directly to help expedite the process. When Flock Safety customers manage the permitting processes, results tend to come more quickly.
- Can your agency own the permitting process with Flock Safety's assistance?

### 2. Right of Way

- Will any Flock Safety cameras be installed on the city, state, or power company-owned poles or in the city, county, or state Right of Way (RoW)?
  - What is the RoW buffer?
  - Will additional permits or written permission be required from third-party entities (such as DOT, power companies, public works, etc.)?
- Will any cameras be installed on city-owned traffic signal poles (vertical mass)?
  - If yes, please provide heights/photos to determine if a bucket truck is needed for the installation.
    - Note: A bucket truck is required if the height exceeds 15 feet tall.

### 3. AC Power vs. Solar

- If AC powered, is there a 120V power source available, and is there access to an electrician who can connect the existing wire to the Flock Safety powered installation kit? (**Link**)
- If solar-powered, consider the size of the solar panel and potential to impact the visibility of DOT signs/signals:
  - Single Panel: 21.25" x 14" x 2" (Length x Width x Depth)
  - Double Panel: 21.25" x 28" x 2" (LxWxD)

### 4. Traffic Control & Installation Methods

- **If a bucket truck is required**, this typically necessitates an entire lane to be blocked in the direction of travel. **Can you provide a patrol car escort, or will full traffic control be required?**
  - Note: If traffic control is required, you may incur additional costs due to city/state requirements; Fees will be determined by quotes received.
- **If full traffic control is required (cones, arrow boards, etc.):**
  - Will standard plans suffice, or are custom plans needed? Custom plans can double the cost, while standard plans can be pulled from the Manual of Uniform Traffic Control Devices **(MUTCD).**
  - Will a non-sealed copy of the traffic plan suffice? Or does the traffic plan need to be sealed and/or submitted by a professional engineer?
  - Are there state-specific special versions/variances that must be followed?

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- **If a bucket truck is *not* required**, the shoulder or sidewalk should suffice and enable Flock Safety to proceed without traffic control systems in place.
    - Note: In some states (i.e., arrow boards), sidewalks may require signage. If signage is mandatory, Will your Public Works department be able to assist?

**5. Paperwork & Required Forms**

- Flock Safety will need copies of paperwork to complete before proceeding (ex., business license applications, encroachment permit applications). We can save critical time by gathering these documents upfront. We appreciate your assistance in procuring these.

**6. Contacts**

- If Flock Safety needs to interface directly with the departments, please share the contact information of the following departments:
    - Permitting
    - Public Works
    - Traffic Department

## Professional Services Fee Schedule

- Camera relocation, existing pole non-AC powered = $350
- Camera relocation, Flock pole and/or AC powered = $750
- Camera replacement as a result of vandalism, theft, or damage = $500
- Pole replacement as a result of vandalism, theft, or damage = $500
- Trip charge = $350
    - Examples:
        - Angle adjustment (elective)
        - Install additional Flock signage

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## Billing

**5.1b Falcon Fees.** For Falcon products during the Initial Term, Agency will pay Flock fifty percent (50%) of the first Usage Fee, the Implementation Fee, and any fee for Hardware (as described on the Order Form, together with the "Initial Fees") as set forth on the Order Form on or before the 30th day following receipt of initial invoice after Effective Date. Upon commencement of installation, Flock will issue an invoice for twenty-five percent (25%) of the Initial Fees. The Agency shall pay on or before the 30th day following receipt of the invoice.

Upon completion of installation, Flock will issue an invoice for the remaining balance, and Agency shall pay on or before the 30th day following receipt of the final invoice. Flock is not obligated to commence the Installation Services unless and until the first payment has been made and shall have no liability resulting from any delay related thereto. For a Renewal Term, as defined below, Agency shall pay the entire invoice on or before the anniversary of the Effective Date.

**6.1b Falcon Term.** Subject to earlier termination as provided below, the initial term of this Agreement shall be for the period of time set forth on the Order Form (the "**Initial Term**"). The Term shall commence upon first installation and validation of a Unit. Following the Initial Term, unless otherwise indicated on the Order Form, this Agreement will automatically renew for successive renewal terms for the length set forth on the Order Form (each, a "**Renewal Term**," and together with the Initial Term, the "**Service Term**") unless either party gives the other party notice of non-renewal at least thirty (30) days before the end of the then-current term.

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## Help Center

Our Help Center is filled with many resources to help you navigate through the online platform. Below you will find some common questions and their relevant help article:

**How do I search camera footage?**

**How do I add a user?**

**How do I add a vehicle to my own Hot List?**

**How do I enable browser notifications for Hot List alerts?**

**How do I get text alerts for Hot List?**

**How do I request camera access from other nearby agencies?**

**How do I use the National Lookup to search for a plate?** *(National Lookup - network of law enforcement agencies that have opted to allow their network of Flock cameras to be used for searches)*

**How do I reset my / another user's password?**

## Customer Support

You can reach our customer support team anytime by emailing **support@flocksafety.com**. They can help answer any "How-To" questions you may have.

**RESOLUTION**

A RESOLUTION TO AMEND THE FISCAL YEAR 2022 BUDGET IN THE AMOUNT OF $31,500.00

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

WHEREAS, on June 8, 2021, the Board of City Commissioners adopted the Fiscal Year 2022 Budget; and

WHEREAS, the Board of City Commissioners approve amending the City of Griffin's General Fund Fiscal Year 2021-2022 Capital and Operating Budget by reallocating $31,500 from Commission Contingency, to Uniform Patrol Division $28,000 for Rental of Equipment and $3,500 for Technical Services, for Fiscal Year 2022, for the purpose set forth below; and

BE IT RESOLVED by the Board of City Commissioners this 10th day of May 2022, that the Fiscal Year 2022 Budget be, and is hereby, amended in the amount of $31,500.00 as follows:

**GENERAL FUND**

| | | |
|---|---|---|
| INCREASE EXPENSE – Uniform Patrol Division | | |
| 101-3223-52-2320-0000 | Rental of Equipment | $ 28,000.00 |
| 101-3223-52-1300-0000 | Technical Services | 3,500.00 |
| | | |
| DECREASE EXPENSE – Commission Contingency | | |
| 101-1110-57-9000-0000 | Commission Contingency | (31,500.00) |

_____

Douglas Hollberg, Mayor

_____

Jessica O'Connor, Secretary

## AGENDA ITEM SUMMARY

### ITEM SUMMARY:

Consider the minutes of the City of Griffin Board of Commissioners' Regular Meeting on May 10, 2022.

### SPECIAL CONSIDERATIONS OR CONCERNS:

N/A

### STAFF RECOMMENDATION:

N/A

### FINANCIAL IMPACT:

N/A

**Submitted By:**
Susan Bartholomew

**Meeting Date:**
24/05/2022

**Reviewed By:**
Jessica O'Connor

ATTACHMENTS:
05-10-22 Minutes.pdf

**CITY OF GRIFFIN BOARD OF COMMISSIONERS**
**REGULAR SCHEDULED MEETING**
**ONE GRIFFIN CENTER, W. ELMER GEORGE MUNICIPAL HALL**
**TUESDAY, MAY 10, 2022**



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

Commissioner Tinsley was absent.

**Call to order by Mayor Hollberg**
**Pledge of Allegiance ..... Commissioner Brock**
**Invocation .....Mayor Hollberg**

**Approval of Agenda**

***Motion/second to amend the Agenda to add Item 14, consider a rental agreement between the City of Griffin and the State Properties Commission on behalf of the Georgia Department of Human Services - Division of Family and Children Services in the amount of $58,482.00 per year for 6,498 usable square feet of office space at 868 Poplar Street, Griffin, Georgia by Commissioners Murray/Flowers carried 6-0.***

## PRESENTATIONS AND DELEGATIONS

1. Recognize Clay Lewis as the April 2022 Strongest Link in the Chain award recipient. *Fire Chief, John Hamilton, will address.*

   Chief Brian Brock addressed the Commissioners, stating that Clay Lewis has been employed with the City for 15 years. About a year ago Griffin Fire Rescue expressed a desire to host a golf tournament to raise money for a charitable cause in the community, and Mr. Lewis was on the committee. He came up with the idea of providing middle and high school students a new pair of shoes a couple of weeks before school began in August. In preparing and executing the tournament, Mr. Lewis spent dozens of hours of his own time procuring sponsors and raising money for the tournament. Chief Brock noted that Mr. Lewis's wife had surgery, and he was unable to attend the meeting. Chief Brock stated that Mr. Lewis was very excited on being named Strongest Link.

2. Presentation of a proclamation declaring May 11-17, 2022 National Police Week.

   Mayor Hollberg presented the proclamation for National Police Week to Chief Yates and Lt. Chip Johns. National Police Week is May 11-17, 2022. Chief Yates stated that Michael Todd Thomas's family is going to Washington, DC for the engraving of his name on the wall dedicated to fallen officers.

3. Presentation of a proclamation declaring May 15-21, 2022 to be National Public Works Week and Public Works Week in the City of Griffin.

   Mayor Hollberg presented the Public Works Week Proclamation to Public works representatives. Mariza Eller spoke as a representative of the Public Works Department. She thanked the Commissioners, and stated that our public works employees work hard daily and rise to any challenge they face.

4. Review financial reports for March 2022. *Chief Financial Officer, Markus Schwab will address.*

   Mr. Schwab addressed the Commissioners. He stated that both SPLOST and LOST collections are on track, running 80% of budget. Property tax collections are at 103% and franchise fees are on track to hit the budgeted numbers. Taxes overall are at 90% of budget, and hotel-motel tax is at 82% of budget.

## 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

5. Consider, on second reading, amending the Code of Ordinances of the City of Griffin, Chapter 82, Taxation, Article VII, Occupational Taxes and Administrative Fees, Sections 82-152 through 82-156. *Tax & License Administrator, Karen Bennett will address.*

6. Consider a contract with Lamar Advertising in the amount of $5,965.00 for a one year rental of a billboard at North Expressway and Solomon Street. *City Manager, Jessica O'Connor, will address.*

***Motion/second to approve the Consent Agenda by Commissioners Brock/Murray carried 6-0.***

## REGULAR AGENDA

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

7. Consider Executive Session pursuant to O.C.G.A. Section 50-14-3(b)(1)(B) for the purpose of considering portions of a record made exempt from public inspection or disclosure under Article 4 of Chapter 18 of Title 50. Applicable Exemption: O.C.G.A. 50-18-72(a)(19) and (25)(A) and pursuant to O.C.G.A. Section 50-14-2(1) for the purpose of consulting and meeting with legal counsel pertaining to pending or potential litigation, settlement, claims, administrative proceedings, or other judicial actions brought or to be brought by or against the agency or any officer or employee or in which the agency or any officer or employee may be directly involved.

***Motion/second to enter closed session at 6:15 p.m. pursuant to O.C.G.A. Section 50-14-3(b)(1)(B) for the purpose of considering portions of a record made exempt from public inspection or disclosure under Article 4 of Chapter 18 of Title 50. Applicable Exemption: O.C.G.A. 50-18-72(a)(19) and (25)(A) and pursuant to O.C.G.A. Section 50-14-2(1) for the purpose of consulting and meeting with legal counsel pertaining to pending or potential litigation, settlement, claims, administrative proceedings, or other judicial actions brought or to be brought by or against the agency or any officer or employee or in which the agency or any officer or employee may be directly involved by Commissioners Murray/Ward carried 6-0.***

***Motion/second to re-enter Open Meeting at 6:54 p.m. by Commissioners Ward/Murray carried 6-0.***

8. Consider the minutes of the City of Griffin Board of Commissioners' Workshop and Regular Meetings on April 26, 2022.

***Motion/second to approve the minutes of the City of Griffin Board of Commissioners' Workshop and Regular Meetings on April 26, 2022 by Commissioners Murray/Ward carried 5-0-1. Commissioner Flowers abstained as she did not attend the meeting.***

9. Consider the purchase of two (2) 2025 Altec AA55E Bucket Trucks, Sourcewell Contract, in the amount of $299,400 each and amend the budget accordingly. *Electric Director, Jennifer Freeman, will address.*

Commissioner Flowers asked about the value of the trucks being replaced, and Ms. O'Connor answered that we are not replacing those at this time, butu will continue to utilize them. The build out of the 2025 Bucket trucks may take as long as two years, and at the time the City receives the new trucks, Staff will return to ask the Commissioner to surplus the current trucks.

She further stated that Electric will continue to use the current trucks. Ms. Freeman stated that the approval of this purchase will hold the City's "place in line" for the new trucks.

***Motion/second to approve the purchase of two (2) 2025 Altec AA55E Bucket Trucks, Sourcewell Contract, in the amount of $299,400 each and amend the budget accordingly by Commissioners Ward/McCord carried 6-0.***

10. Consider the purchase of 10 additional LPR Cameras (9 fixed and 1 mobile) along with the associated installation and support from Flock Safety, single source, in an initial amount of $31,500, with an annual recurring cost of $28,000 for a period of three years, equating to a total cost of $87,500. *Police Chief, Mike Yates, will address.*

    ***Motion/second to approve the purchase of 10 additional LPR Cameras (9 fixed and 1 mobile) along with the associated installation and support from Flock Safety, single source, in an initial amount of $31,500, with an annual recurring cost of $28,000 for a period of three years, equating to a total cost of $87,500 by Commissioners Murray/Ward carried 6-0.***

11. Consider a Claim against the City of Griffin by Decarlos Johnson and Kanaya Watson, based upon Ante Litem Notice dated April 7, 2022 from Greene Legal Group LLC, resulting from an incident on October 10, 2021 in which Johnson and Watson were arrested by Officer Kalib M. Daniel, Griffin Police Department. *City Attorney, Drew Whalen, will address.*

    ***Motion/second to deny a Claim against the City of Griffin by Decarlos Johnson and Kanaya Watson, based upon Ante Litem Notice dated April 7, 2022 from Greene Legal Group LLC, resulting from an incident on October 10, 2021 in which Johnson and Watson were arrested by Officer Kalib M. Daniel, Griffin Police Department by Commissioners Murray/Hollberg carried 3-2-1. Mayor Hollberg and Commissioners Murray and Brock voted in favor of denial. Commissioners McCord and Ward voted against denial. Commissioner Flowers recused herself.***

12. Consider a Memorandum of Understanding between the Georgia Department of Community Affairs Office of Downtown Development and the City of Griffin for the City's Main Street Program. *City Manager, Jessica O'Connor, will address.*

    ***Motion/second to approve a Memorandum of Understanding between the Georgia Department of Community Affairs Office of Downtown Development and the City of Griffin for the City's Main Street Program by Commissioners Murray/Ward carried 6-0.***

13. Consider declaring as surplus 130 upright, upholstered chairs used in the Courtroom/Commissioner Room. *City Manager, Jessica O'Connor, will address*.

    ***Motion/second to declare as surplus 130 upright, upholstered chairs used in the Courtroom/Commissioner Room by Commissioners McCord/Ward carried 6-0.***

14. Consider a rental agreement between the City of Griffin and the State Properties Commission on behalf of the Georgia Department of Human Services – Division of Family and Children Services, in the amount of $58,482.00 per year for 6,498 usable square feet of office space at 868 Poplar Street, Griffin, Georgia. *City Manager, Jessica O'Connor, will address.*

    ***Motion/second to approve a rental agreement between the City of Griffin and the State Properties Commission on behalf of the Georgia Department of Human Services – Division of Family and Children Services, in the amount of $58,482.00 per year for 6,498 usable square feet of office space at 868 Poplar Street, Griffin, Georgia by Commissioners Murray/Ward carried 6-0.***

## 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 stated that the blue chairs that were in the commission room for many years were declared surplus this evening. The City received a donation in honor of former commissioner, Bill Landrum, from his son and daughter-in-law, and they specified they wanted the money to be used for something that would benefit the commission room. She pointed out that the new chairs are in use and make the room look better and more spacious.

2. Ms. O'Connor congratulated all those recognized tonight. She stated she is always happy for employees to be recognized, and particularly, Public Works, as it is not often we say thank you to the department and its employees.

3. Ms. O'Connor pointed out to the Commissioners that, due to supply chain issues, we will continue to see items similar to the Electric Bucket Trucks, where the City will not receive the approved items for many months. In order for the City to save its place "in line" for products, the Board has to approve the purchase.

4. For those Commissioners who participate in the City's health insurance plan, Health Care open enrollment begins May 20.

5. Ms. O'Connor stated prior to the beginning of the meeting this evening, Jeremy Stratton accepted the City's offer for the position of Economic Development director.

## CITY ATTORNEY COMMENTS

No comment.

## COMMISSIONER REPORTS

**Ward**: No comment.

**Flowers**: No comment.

**Murray**: Ms. Murray stated it was good to see everyone. She noted that she attended the kickoff of Citizens' Police Academy last week, and there was a mix of employees and citizens attending. She stated she is looking forward to the coming weeks.

**Brock:** No comment.

**Tinsley**: Absent

**McCord:** No comment.

**Hollberg:** Mayor Hollberg stated that he attended the equity and inclusiveness event at Historic City Hall. He noted that in order for Griffin to become a city of Equity and Inclusion, all commissioners must complete this training. He thanked Chief for a great open house for the new Police Department. He thanked Griffin Fire Rescue for responding to the call from Pike County to help save the Oink Joint and downtown Zebulon. Mr. Hollberg reminded all that 2nd Saturday, May'd in Griffin, is this Saturday, May 14, June Jam is June 11 and the Summer Concert Series begins June 18 at 7:30 p.m. There will be a concert each Saturday for 10 weeks.

## ADJOURN

***Motion/second at 7:07 p.m. to adjourn the meeting by Commissioners Murray/McCord carried 6-0.***

Respectfully submitted,

_____ _____

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

## AGENDA ITEM SUMMARY

### ITEM SUMMARY:

Consider variance requests to reduce street frontage, lot width and lot area in the LDR-B zoning district for property located at 3 & 5 Terracedale Court. *Director of Planning & Development, Chad Jacobs, will address.*

### SPECIAL CONSIDERATIONS OR CONCERNS:

The applicant, Dan Dunson, is re-platting multiple properties he owns to correct title issues, estate planning and place accessory structures with the proper principle uses. He is requesting variances for Articles 706C 3 & 4 to reduce minimum street frontage and lot width from 80' to 60' along with 706C 1 to reduce minimum lot area of 5 Terracedale Court in the Low-Density Residential B district from .5 acre to .216 acre.

### STAFF RECOMMENDATION:

Staff recommends APPROVAL.

### FINANCIAL IMPACT:

N/A

**Submitted By:**
Chad Jacobs

**Meeting Date:**
24/05/2022

**Reviewed By:**
Jessica O'Connor

ATTACHMENTS:
Application, 3 Terracedale Ct.pdf
3 & 5 Terracedale Court Staff Report.pdf

# PLANNING AND DEVELOPMENT SERVICES DEPARTMENT
# APPLICATION FOR VARIANCE

Date Received: 4-14-22 Application Number: 22-VAR-03

Instructions for Applicant:

Please complete this form and submit with any requested documents in order to complete the Variance Application. We recommend that all development professionals conducting business in the City of Griffin review the current Unified Development Code (UDC), prior to submission of this application, depending on the type of development. The UDC can be found at www.cityofgriffin.com.

The application, with all required attachments (listed below), should be delivered to the Planning & Development Services Department located at 100 S. Hill Street, 3rd Floor, Griffin, GA 30223. You may reach our office by phone at (770) 233 - 4130 between the hours of 7:30 AM and 4:30 PM Monday thru Friday, and by fax at (770) 233 - 2915. Please contact our office if you have any questions about this application or the Rezoning Process.

**Variance Application Submission Requirements:**

1. Complete Variance Application
2. Complete Variance Questionnaire
3. Property Owner or Owner's Representative Authorized Form
4. Conflict of Interest Disclosure
5. Site Plan or drawing of the respective development

CITY ACTIONS:

Planning & Development Services Staff will determine if the application is complete, assign a case number to the application, and indicate the date of receipt. The applicant will be notified in writing of the date, time and place of the required Public Hearing before the City of Griffin Board of Commissioners. It is important that a representative of the requested Variance attend the Public Hearing.

The applicant, engineer, or other representative is responsible for obtaining copies of all applicable City of Griffin ordinances and development guidelines, codes, and regulations, and to resolve all comments received and related issues.

**PLANNING AND DEVELOPMENT SERVICES DEPARTMENT**
**APPLICATION FOR VARIANCE**

Date Received: 4-14-22 Application Number: 22-VAR-03

➢ Project Name/ Description: DUNSON RECONFIGURE

Address: 3 TERRACEDALE CT GRIFFIN, GA. 30224

Parcel Number(s): 02207012
02207040
022070038A
Current Zoning: LDR-B Parcel(s) Size: _____

➢ Applicant Name: DAN DUNSON

Address: 3 TERRACEDALE CT.

City: GRIFFIN State: GA. Zip: 30224

Telephone Number(s): 770-597-0475 Email: DANDUNSON3@GMAIL.COM

➢ Property Owner Name: SAME

Address: _____

City: _____ State: _____ Zip: _____

Telephone Number(s): _____ Email: _____

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

Applicant Signature | DAN L. DUNSON Printed Name | 4-14-22 Date

**PLANNING AND DEVELOPMENT SERVICES DEPARTMENT**
**APPLICATION FOR VARIANCE**

Date Received: 4-14-22 Application Number: 22-VAR.03

➢ Applicant Name: DAN DUNSON

Project Name/ Description: DUNSON RECONFIGURE

Address: 3 TERRACEDALE CT. GRIFFIN GA. 30224

Applicable Zoning & Ordinance Section: _____

➢ The following information must be submitted with the Variance Application:

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

➢ Please provide written answers to the following questions to justify a request for Variance:

- For what reason is (are) the Variance(s) being requested, and why is it necessary for the development of the subject property? TO CORRECT TITLE ISSUES
- What special consideration(s) or circumstance(s) exist that is/ are peculiar to the subject property, and that is not applicable to other properties in the same zoning district, which makes the need for a Variance unique? FORMER DEEDS DO NOT MATCH OLD PLAT
- Explain way and how the special condition(s) or circumstance(s) described in the question above are not self – imposed actions created by the property owner. DONE IN 1930
- Explain how the City of Griffin Unified Development Code (UDC) provisions or other regulations would cause unnecessary hardship and deprive the property owner of rights commonly enjoyed by other properties in the same zoning district. NEED THIS CORRECTED FOR ESTATE PLANNING
- Explain how and why this is the minimum Variance required to allow reasonable use of the property. & COMBINING LAND LOCKED PROPERTY
- Explain how granting this Variance request would be consistent with the general intent and purpose of the City of Griffin Unified Development Code (UDC). PROVIDE ROAD ACCESS TO PROPERTIES
- Explain how this Variance will be beneficial to the surrounding properties and general public. CORRECTING TITLE ISSUES FOR THE ESTATE

Griffin

**PLANNING AND DEVELOPMENT SERVICES DEPARTMENT**
**APPLICATION FOR VARIANCE**

Date Received: 4-14-22 Application Number: 22-VAR-03

## OWNER'S AUTHORIZATION

This is to certify that: DAN L. DUNSON is the Property Owner or Legal 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
- ☑ Variance
- ☐ Special Use
- ☐ Development Plan
- ☐ Plat Approval
- ☐ Temporary Use

Applicant Name: DAN L. DUNSON

| Property Owner Signature | Printed Name | Date |
|---|---|---|
| [signature] | DAN L. DUNSON | 4-14-22 |

| Legal Representative Signature | Printed Name | Date |
|---|---|---|
| | | |

Notary Signature [signature]

Seal:

Commission Expiration Date: DARI H LEWELLEN NOTARY PUBLIC Henry County State of Georgia My Comm. Expires July 29,2024

**PLANNING AND DEVELOPMENT SERVICES DEPARTMENT**
**APPLICATION FOR VARIANCE**

Date Received: 4-14-22 Application Number: 22-VAR-03

## 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 ☑ No

➢ If **yes**, please complete the following section:

- Name and position of Government Official:

---

- Please list the date and amount of contribution(s) (aggregate total of $250.00 or more).

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Applicant Signature | DAN L. DANSON Printed Name | 4-14-22 Date

**Permit #:** 7862
**Permit Type:**
**Address:** 3 TERRACEDALE CT
**City:**
**State:**
**Zip:** 30224
**Owner:** DUNSON DAN L & NANCY M
**Owner Address:** 3 TERRACEDALE CT
**Owner City:** GRIFFIN
**Owner State:** GA
**Owner Zip:** 30224
**Owner Phone:**
**Owner Email:**
**Receipt #:** 8136
**Date:** 04/14/2022
**Paid By:** Mccann Land Surveyors
**Description:**
**Payment Type:** Check
**Payment Type Description:** 1368
**Accepted By:** Tracie Pryor

**Fees Paid**

| Fee Name | Description | Factor | Total Fee Amount | Amount Paid |
|---|---|---|---|---|
| Residential - Variance | | 0.00 | 200.00 | 200.00 |
| | | | **Total:** | **$200.00** |

## ZONING INFORMATION

LDR–B ZONING DISTRICT
(LOW DENSITY RESIDENTIAL "B")

- MINIMUM LOT SIZE : 0.50 AC.
- MINIMUM FLOOR AREA PER DWELLING: 1,800 SQ. FT.
- FRONT YARD SETBACK: 50'
- SIDE YARD SETBACK: 15'
- REAR YARD SETBACK: 25'

ZONING INFORMATION SHOWN HEREON WAS OBTAINED FROM THE CITY OF GRIFFIN CODE OF ORDINANCES AVAILABLE ONLINE. ALL ZONING INFORMATION MUST BE VERIFIED BEFORE APPROVAL OF THIS SURVEY.

**CLOSURE**
TRACT 1= 1' IN 90,520'
TRACT 2= 1' IN 123,183'
TRACT 3= 1' IN 86,440'
TRACT 4= 1' IN 77,374'
TRACT 5= 1' IN 139,317'

A PORTION OF THIS PROPERTY IS PART OF A SUBDIVISION
THERE IS NO WETLANDS LOCATED ON THIS PROPERTY.
THIS PROPERTY IS NOT LOCATED IN FLOOD PLAIN (PER FEMA FIRM #13255C0185D).
THIS PROPERTY IS LOCATED WITHIN THE POTATO CREEK WATERSHED.
THERE ARE NO BODIES OF WATER LOCATED ON THIS PROPERTY.

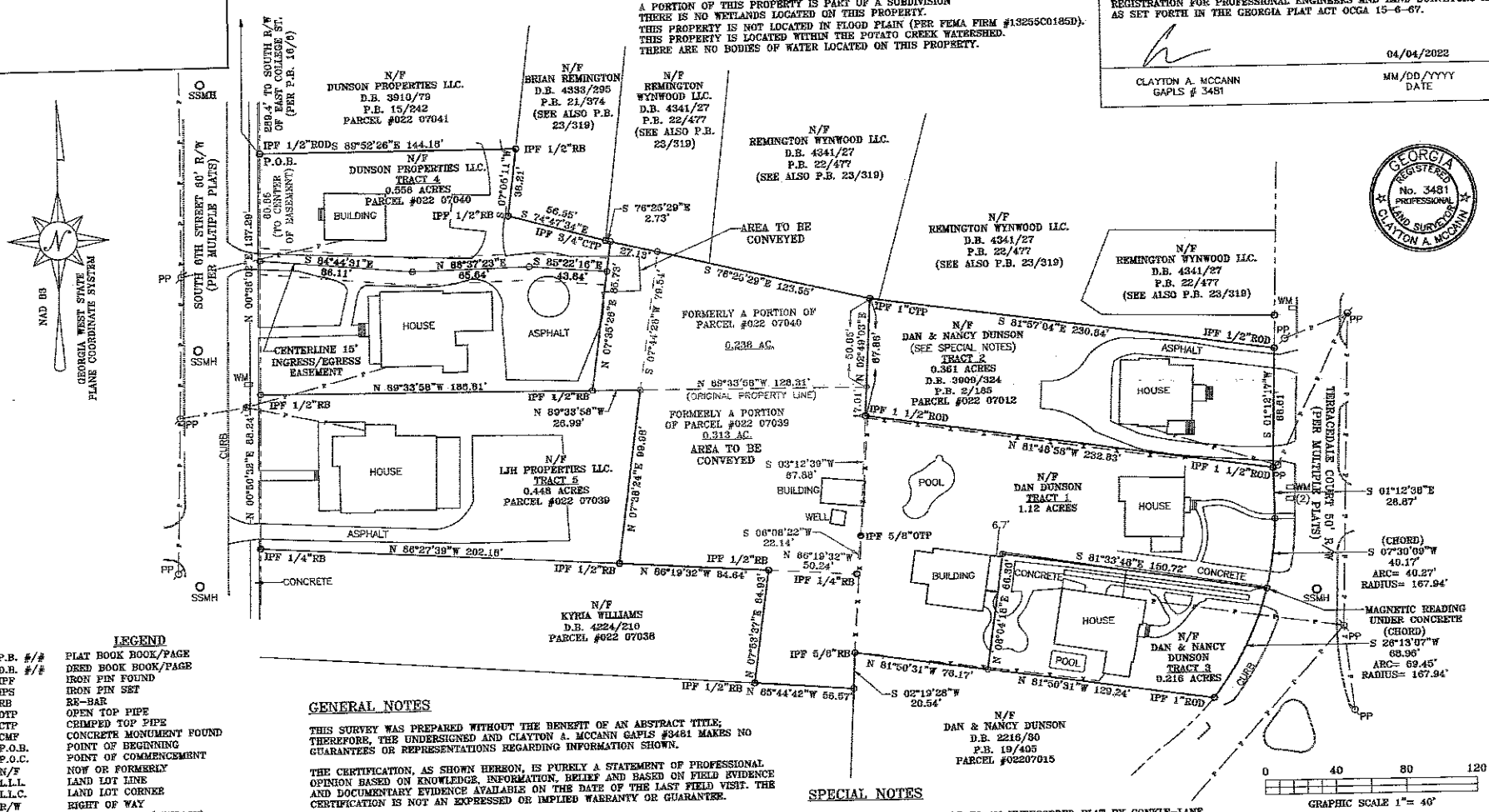
## SURVEYOR CERTIFICATION

THIS SURVEY IS A RETRACEMENT OF AN EXISTING PARCEL OF LAND AND DOES NOT SUBDIVIDE OR CREATE A NEW PARCEL. THE RECORDING INFORMATION OF THE DOCUMENT(S), MAP(S), PLAT(S) OR OTHER INSTRUMENT(S) WHICH CREATED THE PARCEL(S) ARE STATED HEREON. RECORDATION OF THIS SURVEY DOES NOT IMPLY APPROVAL OF THE LOCAL JURISDICTION, AVAILABILITY OF PERMITS, COMPLIANCE WITH LOCAL REGULATIONS OR REQUIREMENTS, NOR SUITABILITY FOR ANY USE OR PURPOSE OF THE LAND. FURTHER, THE UNDERSIGNED LAND SURVEYOR CERTIFIES THAT THIS MAP, PLAT, OR PLAN COMPLIES WITH THE MINIMUM TECHNICAL STANDARDS FOR PROPERTY SURVEYS IN GEORGIA AS SET FORTH IN CHAPTER 180–7 OF THE RULES OF THE GEORGIA BOARD OF REGISTRATION FOR PROFESSIONAL ENGINEERS AND LAND SURVEYORS AND AS SET FORTH IN THE GEORGIA PLAT ACT OCGA 15–6–67.

04/04/2022
MM/DD/YYYY
DATE

CLAYTON A. MCCANN
GAPLS # 3481

GEORGIA REGISTERED No. 3481 PROFESSIONAL LAND SURVEYOR CLAYTON A MCCANN




0 40 80 120
GRAPHIC SCALE 1"= 40'

## LEGEND

| | |
|---|---|
| P.B. #/# | PLAT BOOK BOOK/PAGE |
| D.B. #/# | DEED BOOK BOOK/PAGE |
| IPF | IRON PIN FOUND |
| IPS | IRON PIN SET |
| RB | RE–BAR |
| OTP | OPEN TOP PIPE |
| CTP | CRIMPED TOP PIPE |
| CMF | CONCRETE MONUMENT FOUND |
| P.O.B. | POINT OF BEGINNING |
| P.O.C. | POINT OF COMMENCEMENT |
| N/F | NOW OR FORMERLY |
| L.L.L. | LAND LOT LINE |
| L.L.C. | LAND LOT CORNER |
| R/W | RIGHT OF WAY |
| B/L | BUILDING LINE (SETBACK) |
| WM | WATER METER |
| WV | WATER VALVE |
| FH | FIRE HYDRANT |
| TELCO | TELECOMMUNICATION EQUIPMENT |
| P–BOX | POWER BOX |
| PP | POWER POLE |
| LP | LIGHT POLE |
| CB | CATCH BASIN |
| HW | HEADWALL |
| M.F.F.E. | MINIMUM FINISHED FLOOR ELEVATION |
| B.F.E. | BASE FLOOD ELEVATION |
| AC. | ACRES |
| —P— | POWER/ELECTRIC |
| —X— | FENCE |

## GENERAL NOTES

THIS SURVEY WAS PREPARED WITHOUT THE BENEFIT OF AN ABSTRACT TITLE; THEREFORE, THE UNDERSIGNED AND CLAYTON A. MCCANN GAPLS #3481 MAKES NO GUARANTEES OR REPRESENTATIONS REGARDING INFORMATION SHOWN.

THE CERTIFICATION, AS SHOWN HEREON, IS PURELY A STATEMENT OF PROFESSIONAL OPINION BASED ON KNOWLEDGE, INFORMATION, BELIEF AND BASED ON FIELD EVIDENCE AND DOCUMENTARY EVIDENCE AVAILABLE ON THE DATE OF THE LAST FIELD VISIT. THE CERTIFICATION IS NOT AN EXPRESSED OR IMPLIED WARRANTY OR GUARANTEE.

THE FIELD DATA UPON WHICH THIS SURVEY IS BASED ON HAS A CLOSURE ERROR OF 1' IN 14,994', AND WAS ADJUSTED USING THE COMPASS RULE.

EQUIPMENT USED FOR ANGULAR AND LINEAR MEASUREMENTS: LEICA TCRP 1203 ROBOTIC TOTAL STATION. [DATE OF LAST FIELD VISIT: 01/11/2022]

THE BASIS FOR THE DIRECTIONS SHOWN HEREON IS: RECORD NORTH PER UNRECORDED PLAT BY CONKLE–LANE FOR DAN DUNSON, WITH A REVISION DATE OF 03/10/2011.

IN MY OPINION; PER FEMA FIRM #13255C0185D, WITH AN EFFECTIVE DATE OF 05/03/2010, THIS PROPERTY IS NOT LOCATED IN A SPECIAL FLOOD ZONE.

## SPECIAL NOTES

REFERENCE IS HEREBY MADE TO AN UNRECORDED PLAT BY CONKLE–LANE, FOR DAN DUNSON; WITH A REVISED DATE OF 03/10/2011.

THE PROPERTY LINES SHOWN HEREON ARE AS REQUESTED BY DAN DUNSON. TRACTS 1, 3, AND 5 ARE NONCONFORMING PARCELS (PER CURRENT ZONING REGULATIONS.). TRACT 2 DOES CONFORM, AS IT REMAINS LOT 1 PER ORIGINAL SUBDIVISION PLAT RECORDED IN PLAT BOOK 2/185.

CURRENT DEEDS IN THIS AREA DO NOT REFLECT ANY OF THE CHANGES SHOWN ON REFERENCED UNRECORDED PLAT.

PER REFERENCED D.B. 3909/324; GRANTEE IS "DUNSON PROPERTIES LLC.", CHANGED NAME PER DAN DUNSON REQUEST.

**PURPOSE STATEMENT**
THE PURPOSE OF THIS PLAT IS TO RECONFIGURE SEVERAL PARCELS.


McCANN LAND SURVEYORS
315 SOUTH 9TH STREET
GRIFFIN, GA, 30224
(470) 204–7080
MCCANNLS.COM


RECONFIGURATION/BOUNDARY SURVEY FOR:

# DAN DUNSON

LOCATED IN THE CITY OF GRIFFIN, SPALDING COUNTY, GEORGIA

| | |
|---|---|
| MCLS JOB | #21299 |
| DRAWING BY | AWC |
| CHECKED BY | CAM |
| DRAWING DATE | 03/18/2022 |
| PAGE | 1 OF 1 |

# Variance
# 3 and 5 Terracedale Court
# Project No. 22-VAR-03

**Applicant:** Dan Dunson
**Owner:** Dan Dunson

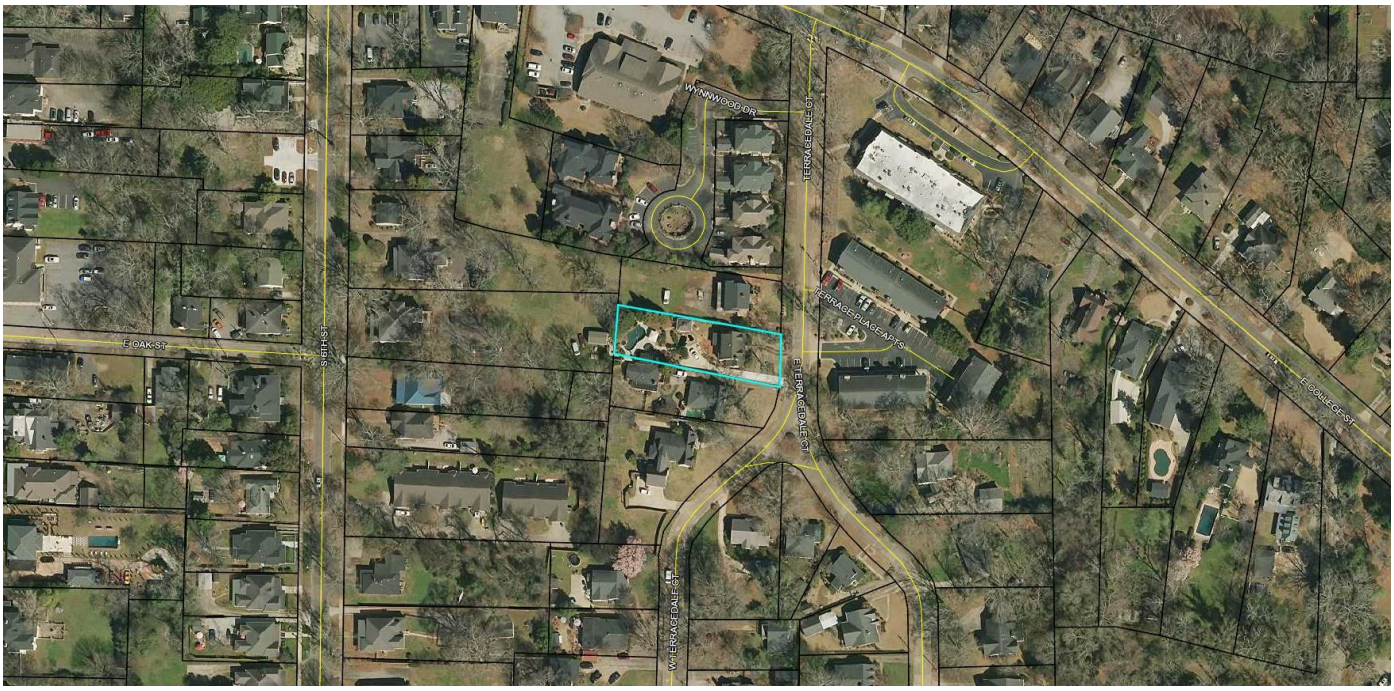






| | |
|---|---|
| **Current Land Use Classification** | Residential |
| **Current Zoning** | Low Density Residential - B, LDR-B |
| **Proposed Variance** | Minimum lot size and minimum lot width |
| **Parcel Size** | 0.37 +/- & 0.36 +/- |
| **Map, Block & Lot Number** | 022 07013 & 022 07014 |
| **City Commission** | May 24, 2022 |
| **District Commissioner Member** | Holly Murray |
| **Citizen Notification** | Legal Notice was run in the May 6, 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 May 6, 2022. |

**Proposal/Site Location:**
The applicant, Dan Dunson is re-platting multiple properties he owns to correct title issues, estate planning and place accessory structures with the proper principle uses. He is requesting variances for Articles 706C 3 & 4 to reduce minimum street frontage and lot width from 80' to 60' along with 706C 1 to reduce minimum lot area in the Low-Density Residential B district from .5 acre to .216 acre.




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

Article 410 Variance
Article 706(C) Low Density Residential B, LDR-B

**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 these particular pieces of property as it relates to its size and shape. As the lots were subdivided in the early 1930's, they obviously predate the current LDR-B zoning district physical requirements and are legal nonconforming (grandfathered). The applicant is proposing to re-plat these lots for estate planning and title purposes. They cannot conform to the current standards due to the age of the subdivision and the constraints of similar issues with lot size and frontage adjacent to the subject properties.

2. **The application of these regulations to this particular piece of property would create a practical difficulty or unnecessary hardship.**
   The application of these regulations to these properties will create a practical difficulty or unnecessary hardship as many of the surrounding lots are also legal nonconforming. The applicant has no other options to address the estate matters but to ask for variances.

3. **Such conditions are peculiar to the piece of property involved.**
   Such conditions are peculiar to these pieces of property involved however the lots as proposed will still be consistent with many of those surrounding which are also legal nonconforming.

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 requests for variance to reduce the road frontage, lot width and lot size requirements in LDR-B. For the applicant to correct title and estate planning matters, there are no other options but to request variances tied to the proposed re-platting of land. Granting of the variances will not create a negative precedent as there are many lots surrounding the subject properties which are in similar legal nonconformities with respect to road frontage, lot widths and lot size.

**Planning Staff Recommendation:**

Planning & Development staff recommends **APPROVAL** of the variance requests (22–VAR-03) submitted by Dan Dunson to reduce the road frontage and lot width from 80' to 60' at 3 & 5 Terracedale Court and reduce the minimum lot area from .5 acre to .216 acre at 5 Terracedale Court.

**Submitted by:**

Chad Jacobs
Director
Planning and Development Services

**AGENDA ITEM SUMMARY**

## ITEM SUMMARY:

Consider an intergovernmental agreement with the Griffin Housing Authority for the acquisition of property located at the corner of East Solomon Street and North 5th Street. *Planning & Development Director, Chad Jacobs, will address.*

## SPECIAL CONSIDERATIONS OR CONCERNS:

A partnership among the City of Griffin, the Griffin Housing Authority and Collaborative Housing Solutions is submitting a 9% Low Income Housing Tax Credit application to the Department of Community Affairs with the intention of developing a mixed use development at the corner of East Solomon Street and North 5th Street. The development as proposed is a four story structure and will include ground floor commercial space along with three stories of approximately 69 residential workforce housing units. Acquisition price of the property pursuant to the agreement is $500,000.00.

At its meeting last week, the Griffin Housing Authority approved the agreement.

## STAFF RECOMMENDATION:

Staff recommends approval.

## FINANCIAL IMPACT:

Purchase amount will come from ARPA funds, as previously approved by the Board.

**Submitted By:**
Chad Jacobs

**Meeting Date:**
24/05/2022

**Reviewed By:**
Jessica O'Connor

ATTACHMENTS:
Intergovernmental Agreement - Parc at Solomon (03028585-2xA0B3B)52.pdf

# INTERGOVERNMENTAL AGREEMENT

This Intergovernmental Cooperation Agreement (this "Agreement") is entered as of _____, 2022 (the "Effective Date"), between the HOUSING AUTHORITY OF THE CITY OF GRIFFIN, GEORGIA, a Georgia public body corporate and politic ("GHA") and the CITY OF GRIFFIN, GEORGIA, a municipal corporation (the "City").

## R E C I T A L S

A. GHA wants to acquire a parcel of real property located in the City located at the corner of East Solomon Street and North 5th Street in the City of Griffin (the "Development Site") (a copy of the tax map identifying the Development Site is attached hereto as Exhibit "A") which it intends to develop into a affordable rental housing for income-qualifying households (the "Development"). A copy of a site plan of Development Site is attached hereto as Exhibit "B". GHA has engaged Collaborative Housing Solutions, Inc. ("CHS") as its co-developer to undertake the Development.

B. In order to complete the Development, GHA must acquire the Development Site and improve same prior to constructing the Development including, but not limited to, site work and infrastructure improvements including, but not limited to, rights-of-way, roads, sidewalks, water, sanitary sewer, stormwater facilities, and utilities (the "Infrastructure Work").

C. The City desires to facilitate the Development by providing up to $500,000.00 in City funds to GHA to cover the cost of acquisition of the Development Site and to provide in-kind labor and materials to complete the Infrastructure Work.

D. Pursuant to Article IX, Section III, Paragraph I(a) of the Constitution of the State of Georgia, the City and GHA desire to enter into this Agreement to document the foregoing and the general intention to work cooperatively to ensure the success of the Development.

NOW THEREFORE, the City and GHA hereby agree as follows, intending to be legally bound:

1. Transfer of City Funds. The City hereby agrees to transfer the sum of $500,000.00 (the "City Funds") to GHA within ____ days of the Effective Date. GHA shall then use the City Funds solely for the completion of the acquisition of the Development Site and Infrastructure Work substantially in accordance with the terms of this Agreement for no other purpose.

2. Responsibilities of GHA. The parties agree that GHA shall use its best efforts to:

(a) acquire fee simple title to the Development Site within _____ days of the Effective Date;

(b) cooperate with the City on the completion of the Infrastructure Work;

(c) on its own of through affiliates, and together with CHS, begin the process of applying for Low Income Housing Tax Credits ("LIHTC") to fund the Development; and

(d) on its own of through affiliates, and together with CHS, complete the new construction of the Development and operate the same as affordable rental housing for income-qualifying households.

3. Responsibilities of the City. The parties agree that the City shall use its best efforts to:

(a) advance the City Funds as described in Section 1; and

(b) complete the Infrastructure Work in a good and workmanlike manner, in compliance with all City ordinances, regulations and requirements, and to the specifications set by any other agency associated with the Infrastructure Work; and

4. Entire Agreement. This Agreement contains the entire agreement of the parties with respect to the transactions contemplated hereby and supersedes all prior written and oral agreements between the parties with respect thereto.

5. Notices. All notices, requests, demands, approvals, or other formal communications given hereunder or in connection with this Agreement shall be in writing and shall be deemed received three days after being sent by registered or certified mail, return receipt requested, postage prepaid; or one day after being sent by a nationally recognized, receipted overnight delivery service, addressed as follows:

| | |
|---|---|
| If to the City: | City of Griffin<br>100 South Hill Street<br>Griffin, Georgia 30223<br>Attention: Jessica O'Connor, City Manager |
| With a copy to: | Andrew J. Whalen, III<br>City Attorney<br>The Whalen Law Firm LLC<br>100 South Hill Street, Ste. 524<br>Griffin, Georgia 30223 |
| If to GHA: | Housing Authority of the City of Griffin<br>327 South 9th Street<br>Griffin, Georgia 30224<br>Attention: Robert Dull, Executive Director |
| With a copy to: | Smith, Welch, Webb & White<br>404 Thomaston Street<br>Barnesville, GA 30204<br>Attention: L. Scott Mayfield |

6. Miscellaneous.

(a) Amendment. This Agreement may be amended or waived only by a writing signed by each of the parties.

(b) Assignment. This Agreement may not be assigned, pledged or otherwise transferred, whether by operation of law or otherwise, without the prior written consent of the other party.

(c) Counterparts. This Agreement may be executed in several counterparts, each of which shall be deemed an original, but all of which, together, shall constitute one and the same instrument.

(d) Governing Law. This Agreement has been made and entered into and shall be governed by, and construed and enforced in accordance with, the laws of the State of Georgia without giving effect to any conflict of laws rules.

(e) Binding Effect. This Agreement shall be binding upon, and inure to the benefit of, the parties and their respective successors, assigns, affiliates, subsidiaries and related entities.

(f) Headings. The captions in this Agreement are for convenience of reference only and shall not define or limit the provisions hereof.

IN WITNESS WHEREOF, the parties hereto have executed this Agreement as of the date first written above.

CITY OF GRIFFIN

By: _____
Name: Douglas S. Hollberg
Title: Mayor

Attest:_____
Jessica W. O'Connor, Secretary

SEAL

Approved as to form:

By:_____
Andrew J. Whalen, III
City Attorney

HOUSING AUTHORITY OF THE
CITY OF GRIFFIN, GEORGIA

By: _____
Name: Robert N. Dull
Title: Executive Director

EXHIBIT “A”

Development Site

EXHIBIT “B”

Development

# AGENDA ITEM SUMMARY

## ITEM SUMMARY:

Consider the purchase of 18 tasers and taser supplies in the amount of $59,279.62 from Axon Enterprises Inc., sole source provider. *Police Chief, Michael Yates, will address*.

## SPECIAL CONSIDERATIONS OR CONCERNS:

The total cost of the new tasers and holsters is $28,455.30, and the cost of batteries, cartridges and training materials is $30,824.32.

## STAFF RECOMMENDATION:

Staff recommends approval.

## FINANCIAL IMPACT:

The tasers and supplies are budgeted in FY22.

**Submitted By:**
Daniel Jett

**Meeting Date:**
24/05/2022

**Reviewed By:**
Jessica O'Connor

ATTACHMENTS:
PO for AXON.pdf

Griffin
Growing, TOGETHER

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

**DATE:** 5/18/22

**FY22 Purchase Order No.** _____

**Bid/Quote No.** N/A

**Vendor No.** _____

Vendor Name & Address
**Axon Enterprise, Inc**
**Attn: David Gollobit**
**17800 N 85th Street**
**Scottsdale, AZ 85255**
dgollobit@axon.com
Ph: 602-321-2774 Fax: 480-905-2060

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

Deliver to:
**City of Griffin**
**Police Department**
**234 N Hill Street**
**Griffin, GA 30224**

ATTN: Lt. Daniel Jett
Phone: 770-229-6450 ext 541 Fax: _____

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

*Terms: Net 30 unless otherwise specified on PO

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

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

| Description | Account Number | Quantity | UOM | Unit Price | Extended Totals |
|---|---|---|---|---|---|
| Taser X2 CEW-Black | 101 - 3223 - 53 - 1600 - 0000 | 18 | ea | 1,485.600 | 26,740.80 |
| Right-Hand Holster, X2, Blackhawk | 101 - 3223 - 53 - 1600 - 0000 | 14 | ea | 95.250 | 1,333.50 |
| Left-Hand Holster, X2, Blackhawk | 101 - 3223 - 53 - 1600 - 0000 | 4 | ea | 95.250 | 381.00 |
| X2 - Training - Inert Simulator | 101 - 3221 - 53 - 1120 - 0000 | 29 | ea | 57.330 | 1,662.57 |
| X2 - Live - 25 ft | 101 - 3221 - 53 - 1120 - 0000 | 39 | ea | 43.620 | 1,701.18 |
| X2 - Training - 25 ft | 101 - 3221 - 53 - 1120 - 0000 | 19 | ea | 42.460 | 806.74 |
| Tactical Performance Power Magazibe (TPPM) | 101 - 3221 - 53 - 1120 - 0000 | 18 | ea | 79.230 | 1,426.14 |
| X2 - Live - 25 ft | 101 - 3223 - 53 - 1120 - 0000 | 261 | ea | 43.620 | 11,384.82 |
| X2 - Training - 25 ft | 101 - 3223 - 53 - 1120 - 0000 | 179 | ea | 42.460 | 7,600.34 |
| Tactical Performance Power Magazibe (TPPM) | 101 - 3223 - 53 - 1120 - 0000 | 63 | ea | 79.230 | 4,991.49 |
| X2 - Training - 25 ft | 101 - 3910 - 53 - 1120 - 0000 | 22 | ea | 42.460 | 934.12 |
| Tactical Performance Power Magazibe (TPPM) | 101 - 3910 - 53 - 1120 - 0000 | 4 | ea | 79.230 | 316.92 |
| **CAPITAL PROJECT #:** | - - - - | *enter debit/credit amounts in* | | | |
| (DISTRIBUTION & $$) | - - - - | *the extended totals column* | | | |

**COMMENTS:** **Totals: $** **59,279.62**

**FY22 Purchase Order**

**COG USE ONLY**

**PRICING METHOD:**

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

Copy emailed to Supplier
Supplier Notified

**COG USE ONLY**

Police LFJ 5-18-22
**Dept / Requestor / Date**

**Purchasing / Date**

Police 5-18-22
**Department Mgr / Date**

**Finance Director / Date**

**City Manager / Date**

**BOARD / Date**

# TERMS AND CONDITIONS OF PO / CONTRACT

**ARTICLE 1 PURCHASE ORDER AUTHORIZATION**

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

**ARTICLE 2 PURCHASE ORDER NUMBER**

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

**ARTICLE 3 ACCEPTANCES**

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

**ARTICLE 4 PRICE**

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

**ARTICLE 5 DELIVERIES, TITLE AND RISK OF LOSS**

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

**ARTICLE 6 PARTS**

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

**ARTICLE 7 WARRANTIES**

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

**ARTICLE 8 REMEDIES**

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

**ARTICLE 9 CONFLICTS OF LAWS**

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

**ARTICLE 10 MODIFICATIONS**

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

**ARTICLE 11 PATENT INFRINGEMENT**

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

**ARTICLE 12 TERMINATIONS FOR CAUSE**

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

**ARTICLE 13 TERMINATIONS FOR CONVENIENCE**

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

**ARTICLE 14 ENTIRE AGREEMENTS**

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

**ARTICLE 15 WORKS ON PREMISES**

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

**ARTICLE 16 QUALITY GUARANTEE**

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

**ARTICLE 17 QUALITY TERMS**

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

# 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

Tasers are only available through Axon

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

**Supplier/Source Name/Address**:

Axon Enterpirse, Inc., 17800 N 85th St, Scottsdale, Arizona 85255

**Supplier/Source Contact**: **David Gollobit** **Phone:** **(480) 905-2060**

**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?

Tasers are only available through Axon. No other options have been evaluated due to this being the only source available.

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

**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.

The Taser is used as for the protection of officers and citizens. It has shown to reduce work related injuries sustained to officers and citizens.

**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: 5/18/2022 Requestor: Lt. Daniel Jett

Department: Police Dept Accting Code: Phone: 770 229 6450

| **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.

Axon Enterprise, Inc.
17800 N. 85th St.
Scottsdale, AZ 85255
ecommerce@axon.com

**Quote Expires on: 6/11/2022**

**Buyer:**
Daniel Jett
Griffin Police Department - GA
(770) 229-6450
djett@cityofgriffin.com

**Bill To:**
100 S Hill St
Griffin
GA - 30223-3402
USA

**Ship To:**
868 W Poplar St
Griffin
GA - 30224-2714
USA

**Quote Items:**

| PRODUCT | PRICE | QUANTITY | TOTAL |
|---|---|---|---|
| 22002 TASER X2 CEW - Black | 1485.60 | 18 | 26740.80 |
| 22501 X2 Blackhawk! Holster - Right Hand | 95.25 | 14 | 1333.50 |
| 22504 X2 Blackhawk! Holster - Left Hand | 95.25 | 4 | 381.00 |
| 22155 X2 - Training - Inert Simulator | 57.33 | 29 | 1662.57 |
| 22185 X2 - Live - 25ft | 43.62 | 300 | 13086.00 |
| 22157 X2 - Training - 25ft | 42.46 | 220 | 9341.20 |
| 22012 Tactical Performance Power Magazine (TPPM) | 79.23 | 85 | 6734.55 |

**Quote Subtotal: $59279.62**

**Tax calculated at checkout. Ground shipping is no additional cost.**

**Thank you for being a valued Axon customer. For your convenience, continue checkout with a credit card / PO / invoice on our online store my.axon.com/buy**

Protect Life© and TASER® are registered trademarks of Axon Enterprise, Inc, registered in the U.S. © 2013 Axon Enterprise, Inc. All rights reserved.

# AGENDA ITEM SUMMARY

## ITEM SUMMARY:

Consider the purchase of four Ford Interceptor Police Vehicles in the total amount of $135,600.00 from Brannen Motor Company, single source provider, and amend the budget accordingly. *Police Chief, Mike Yates, will address.*

## SPECIAL CONSIDERATIONS OR CONCERNS:

Brannen Motor Company is selling these vehicles to the City of Griffin under State Contract Price. The state contact price is $34,357 per vehicle. The sale price from Brannen Motor Company is $33,900.00 per vehicle. All four vehicles will be utilized in the Uniform Patrol Division.

## STAFF RECOMMENDATION:

Staff recommends approval.

## FINANCIAL IMPACT:

The vehicles will be purchased with unexpended funds from numerous line items enumerated on the attached Budget Amendment.

**Submitted By:**
Daniel Jett

**Meeting Date:**
24/05/2022

ATTACHMENTS:
AGENDA ITEM 20220524 BA Resolution PD Vehicles.pdf
PO for Brannen Motor Company.pdf

**RESOLUTION**

A RESOLUTION TO AMEND THE FISCAL YEAR 2022 BUDGET IN THE AMOUNT OF $229,400.00

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

WHEREAS, on June 8, 2021, the Board of City Commissioners adopted the Fiscal Year 2022 Budget; and

WHEREAS, the Board of City Commissioners approve amending the City of Griffin's General Fund Fiscal Year 2021-2022 Operating and Capital Budget by reallocating $375,450 from Personnel Services to ($177,400 to Capital Outlay – Vehicles; $74,500 to Gasoline & Diesel costs; $123,550 to Purchased Contracted Services), for Fiscal Year 2022, for the purpose set forth below; and

BE IT RESOLVED by the Board of City Commissioners this 24th day of May 2022, that the Fiscal Year 2022 Budget be, and is hereby, amended in the amount of $229,400.00 as follows:

**GENERAL FUND**

| | | |
|---|---|---|
| | Vehicles | |
| 101-3223-54-2200-0000 | Capital Outlay – Vehicles | $ 229,400.00 |
| 101-3221-54-2200-0000 | Capital Outlay – Vehicles | (52,000.00) |
| | | |
| | Chief's office | |
| 101-3210-51-1100-0000 | Wages | (12,700.00) |
| 101-3210-51-2200-0000 | FICA Taxes | (800.00) |
| 101-3210-51-2300-0000 | Medicare Taxes | (200.00) |
| 101-3210-51-2400-0000 | GMEBS Retirement Contributions | (5,600.00) |
| 101-3210-51-2970-0000 | Retiree Insurance Benefits | 2,950.00 |
| 101-3210-52-2210-0000 | Motor Pool Repair and Maintenance | 2,000.00 |
| 101-3210-52-3860-0000 | Bank Fees | 250.00 |
| 101-3210-53-1270-0000 | Gasoline & Diesel Fuel | 2,000.00 |
| | | |
| | Criminal Investigations Division | |
| 101-3221-51-1100-0000 | Wages | (240,600.00) |
| 101-3221-51-1300-0000 | Overtime | 80,000.00 |
| 101-3221-51-2100-0000 | Group Health Insurance | (26,000.00) |
| 101-3221-51-2200-0000 | Dental Insurance | 200.00 |
| 101-3221-51-2200-0000 | FICA Taxes | (10,000.00) |
| 101-3221-51-2300-0000 | Medicare Taxes | (2,300.00) |
| Continued… | | |
| 101-3221-51-2900-0000 | Other Employee Benefits | 100.00 |

| | | |
|---|---|---|
| 101-3221-52-2210-0000 | Motor Pool Repair and Maintenance | 30,000.00 |
| 101-3221-52-3860-0000 | Bank Fees | 1,000.00 |
| 101-3221-53-1270-0000 | Gasoline & Diesel Fuel | 45,000.00 |
| | | |
| | Uniform Patrol Division | |
| 101-3223-51-1100-0000 | Wages | (280,000.00) |
| 101-3223-51-1300-0000 | Overtime | 180,000.00 |
| 101-3223-51-2100-0000 | Group Health Insurance | (40,000.00) |
| 101-3223-51-2200-0000 | Dental Insurance | (500.00) |
| 101-3223-51-2200-0000 | FICA Taxes | (6,200.00) |
| 101-3223-51-2300-0000 | Medicare Taxes | (1,500.00) |
| 101-3223-51-2900-0000 | Other Employee Benefits | 200.00 |
| 101-3223-51-2960-0000 | FSA | (7,500.00) |
| 101-3223-51-2970-0000 | Retiree Insurance Benefits | (2,500.00) |
| 101-3223-52-2210-0000 | Motor Pool Repair and Maintenance | 65,000.00 |
| 101-3223-52-2220-0000 | Rental of Equipment | 22,800.00 |
| 101-3223-52-3860-0000 | Bank Fees | 2,500.00 |
| 101-3223-53-1270-0000 | Gasoline & Diesel Fuel | 25,000.00 |
| | | |
| | Police Administration | |
| 101-3224-51-1100-0000 | Wages | (20,000.00) |
| 101-3224-51-1300-0000 | Overtime | 20,000.00 |
| 101-3224-51-2130-0000 | Dental Insurance | 300.00 |
| 101-3224-51-2400-0000 | GMEBS Retirement Contribution | (2,800.00) |
| 101-3224-53-1270-0000 | Gasoline & Diesel Fuel | 2,500.00 |

**MOTOR POOL FUND**

| | | |
|---|---|---|
| INCREASE REVENUE | | |
| 601-4800-34-1751-0000 | Motor Pool Charges for Services | (97,000.00) |

_____

Douglas Hollberg, Mayor

_____

Jessica O'Connor, Secretary

Griffin
Growing, TOGETHER

City of Griffin, Georgia
P O Box T
Griffin, Georgia 30224

(770) 229-6400

DATE: 5/18/22

Purchase Order No. _____

Contract # and Expiration: ES-RFR-40199-409

# FY22 VEHICLE FLEET PO

Contract With:

Vendor No.

Vendor Name & Address

**Brannen Motor Company**
**P.O. Box 746**
**Unadilla, Ga 31091**
jamey@brannonmotors.com
Ph: 478-627-3221 Fax: 478-627-9550

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

Deliver to:

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

Attn: Lt. Daniel Jett /Griffin Police Department
Phone: 770-229-6450 ext 541 Fax: 678-692-0490

Freight is F.O.B. Destination

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

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

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

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

| Vehicles/equip per attached specifications | Account Number | Qty | UOM | Unit Price | Extended Totals |
|---|---|---|---|---|---|
| 2022 Ford Interceptor 3.3L V6 | 101 - 3223 - 54 - 2200 - 0000 | 4 | ea | 33,900.00 | 135,600.00 |
| | - - - - | | | | |
| | - - - - | | | | |
| | - - - - | | | | |
| | - - - - | | | | |
| | - - - - | | | | |
| **UNIT NO. of asset being surplused:** | **N/A** | ARF attached? | | **TOTAL $** | **135,600.00** |
| CAPITAL PROJ#: _____ | xxx - xxxx - xx - xxxx - 0000 | | | | -135,600.00 |
| | xxx - xxxx - xx - xxxx - 0000 | | | | 135,600.00 |
| **Note: All deliveries are to be made to authorized COG Motorpool** | | | | ****TOTAL $** | **135,600.00** |

**COG USE ONLY**

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

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

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

**APPROVALS**

Police 5-18-22
**Dept / Requestor / Date** **Purchasing / Date**

Police 5-18-22
**Department Mgr / Date** **Finance Director / Date**

**City Manager / Date** **BOARD / Date**

# TERMS AND CONDITIONS OF PO / CONTRACT

**ARTICLE 1 PURCHASE ORDER AUTHORIZATION**

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

**ARTICLE 2 PURCHASE ORDER NUMBER**

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

**ARTICLE 3 ACCEPTANCES**

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

**ARTICLE 4 PRICE**

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

**ARTICLE 5 DELIVERIES, TITLE AND RISK OF LOSS**

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

**ARTICLE 6 PARTS**

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

**ARTICLE 7 WARRANTIES**

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

**ARTICLE 8 REMEDIES**

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

**ARTICLE 9 CONFLICTS OF LAWS**

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

**ARTICLE 10 MODIFICATIONS**

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

**ARTICLE 11 PATENT INFRIGEMENT**

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

**ARTICLE 12 TERMINATIONS FOR CAUSE**

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

**ARTICLE 13 TERMINATIONS FOR CONVENIENCE**

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

**ARTICLE 14 ENTIRE AGREEMENTS**

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

**ARTICLE 15 WORKS ON PREMISES**

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

**ARTICLE 16 QUALITY GUARANTEE**

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

**ARTICLE 17 QUALITY TERMS**

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

# 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: 4 - 2022 Ford Interceptors and

Detail the research that has been done to qualify this for selected method of: Brannen Motor Company's price is under state contract price.

**Supplier/Source Name/Address**: **Brannen Motor Company / P.O. Box 746, Unadilla, Ga 31091**

**Supplier/Source Contact**: **Jamey Reed** **Phone:** **478-627-3221**

**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?

4 - 2022 Ford Interceptor 3.3l V6

Is this a 1-time procurement? Estimated expenditure- one-time 135,600.00 OR - annual spend

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

4 - 2022 Ford Interceptor 3.3l V6. Brannen Motors has all four of these vehicles on their lot.

The price of the vehicles is $457.00 under state contract price.

**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: 5/18/2022 Requestor: Lt. Daniel Jett

Department: Police Dept Accting Code: 101-3223-54-2200 Phone: 770 229 6450

| **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.

# *FLEET - COMMERCIAL - GOVERNMENT SALES*

THE ORIGINAL

**BRANNEN MOTOR COMPANY**

*"YOUR EMERGENCY VEHICLE HEADQUARTERS FOR OVER 25 YEARS"*


1080 Second Street
I-75 @ Exit# 122
PO Box 746
Unadilla GA. 31091

Toll Free 1-800-999-9606
Local (478) 627-3221
Fax (478) 627-9550
Email: jamey@brannenmotors.com


## *Fleet Proposal*

| | **2022 Ford Interceptor Utility** | |
|---|---|---|
| | 3.3L V6 engine, 10-speed auto, All Wheel Drive | |
| | Power windows, locks, mirrors, tilt & cruise | |
| | Automatic LED headlights (High/Low beam) with wig-wags | |
| | Pre-drilled headlamps for corner strobe installation | |
| | Front & Rear A/C | |
| | Remote keyless entry with 4 key fobs | |
| | Bluetooth connectivity and rearview camera in center stack | |
| | Class III trailer hitch (5,000 lb. tow capacity & 2 recovery hooks | |
| | SOS Post-Crash Alert System | |
| | 255/60R18 All-Season tires; black steel wheels w/chrome centers | |
| | Driver's side LED spotlight | |
| | | |
| | | |
| | Total= $33,900.00 | |
| | | |
| | | |
| | | |


Bobby Reed *Fleet Manager*

Jamey Reed *Asst. Fleet Manager*

## AGENDA ITEM SUMMARY

### ITEM SUMMARY:

Consider a Task Order Form to the Master Services Agreement with Paragon Consulting Group, Inc. for City of Griffin Transfer Station Paving in the amount of $5,000.00 to provide construction documents and bidding documents for the paving of the Transfer Station access drives and parking lots. *Director of Solid Waste, Todd Ennis, will address.*

### SPECIAL CONSIDERATIONS OR CONCERNS:

Paragon Consulting Group, Inc. is a subject matter expert in site design, project management and bidding administration and has provided these services for various City of Griffin projects.

### STAFF RECOMMENDATION:

Staff recommends approval.

### FINANCIAL IMPACT:

Funds were budgeted in the professional services account in the amount of $5,000.00

**Submitted By:**
Todd Ennis

**Meeting Date:**
24/05/2022

**Reviewed By:**
Jessica O'Connor

ATTACHMENTS:
Tranfer Station Paving Master Services Agreement.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 TRANSFER STATION PAVING
## (PCG Project # 22019.00)

**SCOPE OF WORK**

PCG to provide construction documents and bidding documents for paving of the Transfer Station access drives and parking lots. PCG will also coordinate the bid administration process including the following tasks: Advertisement of project; Solicitation of qualified bidders; Addressing contractor questions; Issuance of addenda; Facilitate bid opening; Review bids; Evaluate and recommend lowest, most responsive bid to Owner; Prepare contractor documents for submission to Owner.

**SCHEDULE**

Upon receipt of the signed notice to proceed, PCG anticipates completion of the scope of work described as follows:

| | |
|---|---|
| *Paving Plans* | *8 weeks after authorization to proceed* |
| *Bid Administration* | *6 weeks after Advertisement* |

**FEE ESTIMATE**

In accordance with the Master Services Agreement, the project team will complete the task detailed above for the **lump sum fee of $5,000.00**.

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

**AUTHORIZATION**

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

| | |
|---|---|
| **City of Griffin, Georgia** | **Paragon Consulting Group, Inc.** |
| Signature:_____ | Signature: Brian K Upson |
| | Brian K. Upson, PE / Principal |
| Date:_____ | Date: 5/3/22 |

## AGENDA ITEM SUMMARY

### ITEM SUMMARY:

Consider the purchase of two Model 262D3 CAT Skid Steers in the amount of $104,954.00 (price includes $4,304.00 for a 3 year Preventative Maintenance warranty) from Yancey Bros, Inc. through Sourcewell State purchasing contract and amend the budget accordingly. In addition, consider declaring as surplus Unit # 913 a New Holland Skid Steer and Unit #920 a CAT Skid Steer. *Solid Waste Director, Todd Ennis, will address*.

### SPECIAL CONSIDERATIONS OR CONCERNS:

The skid steers will be purchased through Sourcewell State purchasing contract #032119. The two Model 262D3 CAT Skid Steers will serve as replacement for Unit #913 (SERIAL# NGM423035) and Unit #920 (SERIAL # CATD262DCDTB00292) which were both deemed a total loss as a result of the Recycling Center fire.

### STAFF RECOMMENDATION:

Staff recommends approval.

### FINANCIAL IMPACT:

The budget amendment appropriates funding provided by Insurance Claims Settlements in the amount of $132,470.00 and the transfer of $7,516.00 to Motor Pool Repair & Maintenance, $104,954.00 Capital Outlay -Other Equipment, and $20,000 Insurance Claims Expense from Insurance Claims Settlement to cover the purchase of the two Skid Steers.

**Submitted By:**
Todd Ennis

**Meeting Date:**
24/05/2022

**Reviewed By:**
Jessica O'Connor

ATTACHMENTS:
BUDGET AMENDMENT TRANSFER STATION SKID STEER FY22.pdf
RECYCLING_CENTER_SKID_STEER_PO_FY22.pdf

**RESOLUTION**

A RESOLUTION TO AMEND THE FISCAL YEAR 2022 BUDGET IN THE AMOUNT OF $132,470.00

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

WHEREAS, on June 8, 2021, the Board of City Commissioners adopted the Fiscal Year 2022 Budget; and

WHEREAS, the Board of City Commissioners approve amending the City of Griffin's Solid Waste Utility Fund Fiscal Year 2021-2022 Operating and Capital Budget by appropriating $132,470.00 to Revenue; $20,000.00 to Insurance Claims Expense; and $104,954.00 to Capital Outlay – Other Equipment; and $7,516.00 to Motor Pool Repair & Maintenance Services, for Fiscal Year 2022, for the purpose set forth below; and

BE IT RESOLVED by the Board of City Commissioners this 24th day of May 2022, that the Fiscal Year 2022 budget be, and is hereby, amended in the amount of $132,470.00 as follows:

**SOLID WASTE UTILITY FUND**

| | | |
|---|---|---|
| Transfer Station | | |
| INCREASE REVENUE | | |
| 540-4531-38-3001-0000 | Insurance Claim Settlements | ($ 132,470.00) |
| | | |
| INCREASE EXPENSE | | |
| 540-4531-52-2210-0000 | Motor Pool Repair & Maintenance Services | 7,516.00 |
| 540-4531-54-2500-0000 | Capital Outlay – Other Equipment | 104,954.00 |
| 540-4531-54-9999-0000 | Capital Outlay – Distributed | (104,954.00) |
| 540-4531-55-2200-0000 | Insurance Claims Expense | 20,000.00 |

**MOTOR POOL FUND**

| | | |
|---|---|---|
| INCREASE REVENUE | | |
| 601-4800-34-1751-0000 | Motor Pool Charges for Services | (7,516.00) |
| INCREASE ESPENSE | | |
| 601-4800-53-1120-0000 | Operating Supplies | 7,516.00 |

_____

Douglas Hollberg, Mayor

_____

Jessica O'Connor, Secretary

Griffin
GROWING TOGETHER

SH 5/17/22

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

DATE: 5/17/22

Purchase Order No. _____

Contract # and Expiration: 032119

# FY22 EQUIPMENT PO

Contract With: Sourcewell

Vendor No. _____

Vendor Name & Address

Yancey Bros
300 Lee Industrial Blvd
Austell, GA 30168

be made to authorized COG Motorpool personnel

Ph: 404-863-9288 Fax:

Freight is F.O.B. Destination

Freight is FOB Destination Deliveries are to be sent to Motorpool between the hours of 8.00 a.m. and 4 p.m.

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

Per Georgia State Code 48 8, the City of Griffin is tax exempt from sales and use tax

Deliver to:

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

Todd Ennis/ *Kelvin Hooper*

Phone: 678-603-3852 Fax: 770-229-6627

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

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

| Vehicles/equip per attached specifications | Account Number | Qty | UOM | Unit Price | Extended Totals |
|---|---|---|---|---|---|
| Model 262D3 Skid Steer ✓ | 540 4531 - 54 - 2500 - 0000 | 2 | ea | 50,325.00 | 100,650.00 |
| MX Warranty ✓ | 540 4531 54 2500 0000 | 2 | ea | 2,152.00 | 4,304.00 |
| 5-17-2022 | | | | | |
| UNIT NO. of asset being surplused: | ARF attached? | | TOTAL $ | | 104,954.00 |
| CAPITAL PROJ#: BA 5-24-22 ✓ ✓ | 540 4531 - 54 - 9999 - 0000 | | | | -104,954.00 |
| ✓ | 540 - 4500 - 11 - 7500 - 0000 | | | | 104,954.00 |
| Note: All deliveries are to be made to authorized COG Motorpool | | | **TOTAL $ | | 104,954.00 |

COG USE ONLY

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

| | |
|---|---|
| Dept request | APPROVALS |
| Agenda item copy | Solid Waste Todd Ennis 5/17/22 |
| Fleet authorization | Dept / Requestor / Date — Purchasing / Date |
| Leinholder info | 05/17/2022 — 5/20/22 |
| Order (cc PF,SW,rqstr) | Department Mgr / Date — Finance Director / Date |
| Invoicing/Delivery | |
| Payment/MSO | |
| Tag/Origs to Finance | |
| Risk Mgmt | City Manager / Date — BOARD / Date |
| Fixed Assets | |

# TERMS AND CONDITIONS OF PO / CONTRACT

**ARTICLE 1 PURCHASE ORDER AUTHORIZATION**

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

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

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**ARTICLE 17 QUALITY TERMS**

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

May 9, 2022

**CITY OF GRIFFIN**

PO DRAWER T
GRIFFIN
Georgia
30223

Caterpillar Sourcewell Contract number-032119

**RE: Quote 219250-02**

Dear Sir,

Yancey Bros. is happy to provide the attached quotation for equipment based on our discussion and your requirements. Please review this carefully to ensure that all necessary items are accounted for. I am available should any questions arise.

Caterpillar, Inc. Model: 262D3 Skid Steer Loader

**MACHINE SPECIFICATIONS**

| | |
|---|---|
| 262D3 SSL CANOPY PRO PKG | 512-4262 |
| RIDE CONTROL, NONE | 556-5898 |
| REAR LIGHTS | 356-6082 |
| SEAT BELT, 2" | 542-6994 |
| TIRES, 12/16.5 CAT 10PR | 185-8667 |
| CERTIFICATION ARR, P65 | 563-1163 |
| INSTRUCTIONS, ANSI, USA | 512-3741 |
| SERIALIZED TECHNICAL MEDIA KIT | 421-8926 |
| PACK, DOMESTIC TRUCK | 0P-0210 |
| PRODUCT LINK, CELLULAR PL243 | 566-7115 |
| CANOPY PACKAGE, PRO | 588-9086 |
| BATTERY,HD,DISCONNECT, 850 CCA | 568-5602 |
| BUCKET-GP, 74", BOT | 279-5374 |

**Standard Equipment**

**POWERTRAIN**

Cat C3.3B diesel engine
-Gross horsepower per SAE J1349
74.3 hp (55.4 kW) @ 2400 RPM
-Electric fuel priming pump
-Glow plugs starting aid
-Liquid cooled, direct injection
Air cleaner, dual element, radial seal
S-O-S sampling valve, hydraulic oil
Filter, cartridge type, hydraulic
Filters, canister type, fuel
and water separator
Radiator / hydraulic oil
cooler (side-by-side)
Spring applied, hydraulically released,
parking brakes
Hydrostatic transmission
Four wheel chain drive

**HYDRAULICS**

ISO or H pattern controls:
Electro/hydraulic implement control
Electro/hydraulic hydrostatic
transmission control

**ELECTRICAL**

12 volt electrical system
80 ampere alternator
Ignition key start/stop/aux switch
Lights:
-Gauge backlighting
-Two rear tail lights
-Dome light
Backup alarm
Electrical outlet, beacon

**OPERATOR ENVIRONMENT**

Operator warning system indicators:
-Air filter restriction
-Alternator output
-Armrest raised/operator out of seat
-Engine coolant temperature
-Engine oil pressure
-Glow plug activation
-Hydraulic filter restriction
-Hydraulic oil temperature
-Park brake engages
-Engine emission system
Gauges: fuel level and hour meter
Storage compartment with netting
Ergonomic contoured armrest
Control interlock system, when operator
leaves seat or armrest raised:
-Hydraulic system disables
-Hydrostatic transmission disables
-Parking brake engages
ROPS cab, open, tilt up
Anti-theft security system w/6-button
keypad
FOPS, level I
Top and rear windows
Floormat
Interior rear view mirror
USB charging port
Horn
Hand (dial) throttle, electronic

**FRAMES**

Lift linkage, vertical path
Chassis, one piece welded
Machine tie down points (6)
Belly pan cleanout
Support, lift arm
Rear bumper, welded

**OTHER STANDARD EQUIPMENT**

Engine enclosure - lockable
Extended life antifreeze (-37C, -34F)
Work tool coupler
Hydraulic oil level sight gauge
Heavy duty flat faced quick disconnects
with integrated pressure release
Split D-ring to route work tool hoses
along side of left lift arm

Radiator coolant level sight gauge
Radiator expansion bottle
Cat ToughGuard TM hose

Variable speed hydraulic cooling fan
Per SAE J818-2007 and EN 474-3:2006 and
ISO 14397-1:2007

| | |
|---|---|
| SELL PRICE | 50,325 |
| CSA | Included |
| **NET BALANCE DUE** | **50,325** |
| **TOTAL QUOTE PRICE** | **50,325** |
| **262 ORDER X 2 TOTAL PRICE** | **$100,650** |

**WARRANTY**

| | |
|---|---|
| Standard Warranty: | 2yr/2,000 premier coverage |
| CSA | 36/1500 (Parts and Fluids Only) CVA |

**F.O.B/TERMS:**

**BUNDLES**

| **Bundle 1: CVA 3 Year 1,500 Hours** | **Total: $2,152** |
|---|---|
| **Warranty** | 262-36 MO/2000 HR POWERTRAIN + HYDRAULICS + TECH |
| **CSA** | 36mo. 1500 Hour POWERTRAIN + HYDRAULICS + TECH |

**Accepted by**_____ **on** _____

_____
**Signature**

We wish to thank you for the opportunity of quoting on your equipment needs. This quotation is valid for 30 days, after which time we reserve the right to re-quote. If there are any questions, please do not hesitate to contact me.

Sincerely,

Nick Bova
Machine Sales Representative

# CENTRAL SERVICES
# FLEET/EQUIPMENT RETIREMENT REQUEST FORM
# FOR FY22

**CURRENTLY** assigned to: Department: SOLID WASTE Division: TRANSFER STATION

**FLEET -** Unit #: 920 VIN# or Serial # CATD262DCDTB00292 Tag #: _____ *(N/A only if off road)*

Desc of vehicle/equipment: 2013 *YEAR* CAT *MAKE* 262D *MODEL*

Body Style & Description: SKID STEER
*BODY STYLE (ie. SEDAN, TRUCK, TRACKHOE, ETC*

*ADDITIONAL DESCRIPTION (ie. COLOR, 2WD/4WD, IDENTIFYING FEATURES, ALIAS INFO, ETC)*

Current Odometer/Hourmeter Reading: _____ MILES OR 3857 HOURS

How was Fleet Unit obtained? (must select & detail one)

X **Direct Purchase** by City _____

_____ **Seized** or abandoned asset (case number & date) _____

_____ **Other** (Donation, Grant, etc.) _____

## REASON FOR RETIRING:

_____ **Mileage** too high for continued use in this capacity _____

_____ **Mechanical Issues** (if so, list issues) _____

X **Accident** - release to responsible insurance agency _____

_____ **Accident** - unable or not cost-effective to repair _____ *estimated repair costs*

X **Other** (explain) *DAMAGE CAUSED BY A FIRE*

Department Director _____ Date: 5/17/2022

Approval of Fleet Director: _____ Date: 5/17/22

## MOTOR POOL ASSESSMENT OF FLEET RETIREMENT REQUEST

_____ **RE-PURPOSE** Fleet Unit to another Department _____ *DEPARTMENT* _____ *DIVISION*

_____ **RETIRE** Fleet to 'Reserve Status' at Fleet Maintenance Facility

_____ **SELL** Fleet Unit at auction _____

X **RELINQUISH** to insurance company for settlement proceeds _____

_____ **DONATE** to another government or agency _____

_____ **Other** (explain) _____

# CENTRAL SERVICES
# FLEET/EQUIPMENT RETIREMENT REQUEST FORM
# FOR FY22

**CURRENTLY** assigned to: Department: SOLID WASTE Division: TRANSFER STATION

**FLEET -** Unit #: 913 VIN# or Serial # NGM423035 Tag #: _____ *(N/A only if off road)*

Desc of vehicle/equipment: 2016 *YEAR* NEW HOLLAND *MAKE* L234 *MODEL*

Body Style & Description: SKID STEER
*BODY STYLE (ie. SEDAN, TRUCK, TRACKHOE, ETC*

*ADDITIONAL DESCRIPTION (ie. COLOR, 2WD/4WD, IDENTIFYING FEATURES, ALIAS INFO, ETC)*

Current Odometer/Hourmeter Reading: _____ MILES OR 2554 HOURS

How was Fleet Unit obtained? (must select & detail one)

X **Direct Purchase** by City _____

_____ **Seized** or abandoned asset (case number & date) _____

_____ **Other** (Donation, Grant, etc.) _____

## REASON FOR RETIRING:

_____ **Mileage** too high for continued use in this capacity _____

_____ **Mechanical Issues** (if so, list issues) _____

X **Accident** - release to responsible insurance agency _____

_____ **Accident** - unable or not cost-effective to repair _____ *estimated repair costs*

X **Other** (explain) *DAMAGE CAUSED BY A FIRE*

Department Director _____ Date: 05/17/2022

Approval of Fleet Director: _____ Date: 5/17/22

## MOTOR POOL ASSESSMENT OF FLEET RETIREMENT REQUEST

_____ **RE-PURPOSE** Fleet Unit to another Department _____ *DEPARTMENT* _____ *DIVISION*

_____ **RETIRE** Fleet to 'Reserve Status' at Fleet Maintenance Facility

_____ **SELL** Fleet Unit at auction _____

X **RELINQUISH** to insurance company for settlement proceeds _____

_____ **DONATE** to another government or agency _____

_____ **Other** (explain) _____

## AGENDA ITEM SUMMARY

### ITEM SUMMARY:

Consider a contract with VHB, Inc. in the amount of $9,935 for biological monitoring in the Head's Creek and Shoa Creek watersheds. *Deputy Director of Stormwater, Brice Martin, will address.*

### SPECIAL CONSIDERATIONS OR CONCERNS:

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

### STAFF RECOMMENDATION:

Staff recommends approval.

### FINANCIAL IMPACT:

The amount of the contract is $9,935 and will be paid in percentages as portions of the project are completed. Item i budgeted in proposed FY23 budget in Environmental Monitoring Professional Services 560-4730-52-1200

**Submitted By:**
Brice Martin

**Meeting Date:**
24/05/2022

**Reviewed By:**
Jessica O'Connor

ATTACHMENTS:
VHB Justification 2022.XLSX
CA w Terms - VHB signed[14].pdf

# Justification -- Recommendation to Purchase

Type of Purchase (Bid# / Quote# / PO): Contract. Project #82399.22/U150636

Date (Bid Open or Date Submitted): 3/14/2022

Title or Description: Habitat, macroinvertebrate, and fish assessments

## Recommended Supplier

Company Name: VHB, Inc.

City, State: Atlanta, GA

Award / PO Amount: $9,935.00

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

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

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

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

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

# Client Authorization

☒ **New Contract** **Date** 3.14.22

☐ **Amendment No.** **Project No.** 82399.22/U150636

**Project Name** **Habitat, Macroinvertebrate, and Fish Assessments**
**City of Griffin, Spalding County, GA**

| **To:** | **Brice Martin**<br>**City of Griffin**<br>**Acct. Dept.**<br>**P.O. Box T**<br>**Griffin, GA 30224**<br><br>Email: bmartin@cityofgriffin.com | **Cost Estimate** | **Amendment** | **Contract Total** |
|---|---|---|---|---|
| | | Habitat/Macro & Fish Assessments (Lump Sum) | | $9,935 |

**As Requested By:** Chris Crow

☒ Fixed Fee ☐ Time & Expenses
☐ Cost + Fixed Fee ☐ Other

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

**SCOPE OF SERVICES**

Biological monitoring will be performed at five study sites in 2022-3:

HC3: Heads Creek upstream of Westmoreland Road;
SC0: Shoal Creek near old sewage treatment plant;
SC2: Shoal Creek upstream of North Pine Hill Road;
SC5: South Fork Shoal Creek on golf course off Westminster Road;
SC10: Shoal Creek downstream of SR 19 crossing.

The macroinvertebrate and habitat assessments will be conducted at all five sites under the GEPD's current SOP *Macroinvertebrate Biological Assessment of Wadeable Streams in Georgia* dated March 2007. The fish assessment also will be performed at two sites (SC2 and SC5) under the GDNR's Wildlife Resources Division current protocols for fish sampling, *Part I: Standard Operating Procedures for Conducting Biomonitoring on Fish Communities in Wadeable Streams in Georgia* (GDNR, 2020).

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

Prior to biological surveys, water quality will be assessed via *in situ* measurements of the following parameters: air and water temperature, dissolved oxygen (DO), % DO, salinity, pH, turbidity, and specific conductance. During macroinvertebrate monitoring efforts, the following water chemistry parameters should be sampled: TSS, alkalinity, hardness, ammonia, nitrate-nitrite, TKN, total phosphate and ortho-phosphorus, and dissolved metals (cadmium, copper, lead, and zinc). Filtering will be performed by/at the laboratory for the dissolved metals analysis. VHB will be responsible for the water chemistry sampling.

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

**ASSUMPTIONS**

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

- Conduct macroinvertebrate sampling at 5 sites
- Conduct fish sampling at 2 sites

**SERVICES NOT INCLUDED**

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

- No meetings
- No access problems to sites (all sites easily accessible)

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

**CLIENT FURNISHED INFORMATION**

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

**SCHEDULE**

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

**COMPENSATION**

VHB will perform the Scope of Services contained in this Agreement on a lump sum basis. VHB will bill on a percent complete and reserves the right to adjust budgeted amounts from task to task as may be required.

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

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

☒ Subject to attached terms & conditions.

☐ Subject to terms & conditions in our original agreement dated

**Vanasse Hangen Brustlin, Inc. Authorization**

By Erin K Murphy

Erin Murphy

Title Principal

Date 3/9/2022

**Client Authorization *(Please sign original and return)***

By

Douglas S. Hollberg

Title Mayor

Date

Attest:_____
Jessica W. O'Connor, Secretary

(SEAL)

Approved as to form:

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

# GEORGIA ONLY

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

To the extent allowed by law, if any,

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

To the extent allowed by law, if any,

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

**CONSTRUCTION PHASE SERVICES**

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

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

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

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

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

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

## AGENDA ITEM SUMMARY

### ITEM SUMMARY:

Consider a contract between MEAG Power and the City of Griffin for the sale of up to 4.0MW of excess power to the cities of Evergreen, Alabama and Hartford, Alabama. *Electric Director, Jennifer Freeman, will address.*

### SPECIAL CONSIDERATIONS OR CONCERNS:

The cities of Hartford and Evergreen Alabama have agreed to terms related to a 3-year extension of the existing power sales currently being served by several MEAG Power Participants, Griffin being one. An amendment to the existing contracts would maintain all of the existing provisions and requirements with the following exceptions: extension of the sale period by an additional 3 years, adjustment of the sales capacities, and increasing the sale price to $41 per MWh. The current contracts expire at the end of 2022. MEAG Power is seeking binding commitments to serve these loads for the additional 3 years which would end December 31, 2025. Griffin is able to offer up to 4mW of excess power to the cities.

### STAFF RECOMMENDATION:

Staff recommends approval.

### FINANCIAL IMPACT:

Power sales contract consists of no more than 4mW to the Cities of Evergreen and Hartford, Alabama, which will assist Griffin Power with our excess energy portfolio and will increase revenue projections for the length of the contract.

**Submitted By:**
Jason Crane

**Meeting Date:**
24/05/2022

**Reviewed By:**
Jessica O'Connor

ATTACHMENTS:
Declaration of Excess Power for Evergreen and Hartford 2023-2025.pdf
Supplemental Needs Assessment for 2022 to 2031 as of 05.17.2022.pdf

AUTHORIZATION AGREEMENT FOR THE
SALE OF EXCESS PROJECT ONE CAPACITY OUTPUT AND SERVICES
between
Municipal Electric Authority of Georgia
and
City of Griffin
(MEAG Participant)

Pursuant to Section 312 of the Project One Power Sales Contract between City of Griffin (hereinafter "Participant") and the Municipal Electric Authority of Georgia ("MEAG Power"), the Participant hereby notifies MEAG Power that the Subscription Amount is excess to the Participant's requirements for the period of time set forth on Schedule 1 hereto (the "Term") and requests participation in the sales extensions with the City of Evergreen, Alabama ("Evergreen") and the City of Hartford, Alabama ("Hartford") (hereinafter collectively referred to as "Buyer") in an amount not to exceed

4.0 MWs at the B-1 loss level ("Subscription Amount")

The Participant hereby requests that MEAG Power sell and transfer all or any portion of the Subscription Amount to the City of Evergreen, Alabama ("Evergreen") or the City of Hartford, Alabama ("Hartford") for the Term at the prices set forth on Schedule 1 subject to any additional terms set forth on Schedule 1 hereto.

The City hereby understands and acknowledges that:

1. In the event that the total Subscription Amount by the Participants committing to this transaction exceeds the Evergreen and Hartford purchase amounts, MEAG Power will allocate to each subscribing Participant a share of the transactions which will be less than the Participant's Subscription Amount in accordance with the applicable MEAG Power policy.

2. MEAG Power shall treat that portion of the sale amount sold on behalf of Participant as the purchaser's resource from delivery at level B-1.

3. The City shall be obligated for all costs incurred by MEAG Power as a direct result of the transaction request pursuant to this letter.

4. This is a full requirements transaction with MEAG Power committed to serve the Buyers' loads less their SEPA energy. Therefore, a commitment to this sale will result in the MEAG Power Participant serving a percentage of the load in each hour for the Buyers.

5. This transaction shall not reduce the Participant's cost obligations under the Project One Power Sales Contract and the Participant shall remain liable to MEAG Power for the cost of its entire Entitlement Share. All payments received by MEAG Power from Buyers for the Subscription Amount shall be credited to Participant's cost responsibility for its Entitlement Share pursuant to the Project One Power Sales Contract.

Participant agrees to and accepts the terms of the sales, this _____ day of _____, 2022.

Participant: City of Griffin, GA

By:_____
Douglas S. Hollberg
Mayor

Attest:_____
Jessica W. O'Connor
Secretary

(SEAL)

Approved as to form:

*Andrew J. Whalen, III*

Andrew J. Whalen, III
City Attorney

## Schedule 1

| | |
|---|---|
| **Product:** | Project 1 Capacity, Output and Services |
| **Pricing**: | $41.00/MWh |
| **Excess Capacity:** | If the quantity of MWs provided by the Participant exceeds the allocated sale amount in any hour the Participant will be compensated $1.00 per KW-mo. for that excess capacity for the year. The associated energy for this excess capacity will be priced at the contract price. |
| **Term**: | The Sale is for the period beginning at 0000 hours on January 1, 2023 and end at 2400 hours on December 31, 2025. All time references herein shall be Central Prevailing Time. |
| **Delivery Point:** | The Product shall be delivered to the Buyer at the high side of the MEAG generator transformer |
| **Transmission:** | Seller shall be responsible for reserving and purchasing firm transmission and ancillary services to affect the delivery and sale of the Product to Buyer at the Delivery Point. |

# Supplemental Needs
## City of Griffin
**kW at Delivery Point**

| | 2022 | 2023 | 2024 | 2025 | 2026 | 2027 | 2028 | 2029 | 2030 | 2031 |
|---|---|---|---|---|---|---|---|---|---|---|
| Coincident Peak | 89,211 | 95,218 | 95,223 | 95,229 | 95,234 | 95,240 | 95,245 | 95,251 | 95,256 | 95,262 |
| Reserves | 9,605 | 10,506 | 10,507 | 10,508 | 10,509 | 10,510 | 10,511 | 10,511 | 10,512 | 10,513 |
| Requirements | 98,816 | 105,724 | 105,731 | 105,737 | 105,743 | 105,749 | 105,756 | 105,762 | 105,769 | 105,775 |
| | | | | | | | | | | |
| Own Resources | – | – | – | – | – | – | – | – | – | – |
| Supplemental Purch | 3,621 | 3,621 | 3,621 | 3,621 | 3,621 | 3,621 | 3,621 | – | – | – |
| SEPA | 17,709 | 17,709 | 17,709 | 17,709 | 17,709 | 17,709 | 17,709 | 17,709 | 17,709 | 17,709 |
| Wansley CC | 37,442 | 37,442 | 37,442 | 37,442 | 37,442 | 37,442 | 37,442 | 37,442 | 37,442 | 37,442 |
| Wansley | 10,191 | – | – | – | – | – | – | – | – | – |
| Scherer | 26,409 | 26,409 | 26,409 | 26,409 | 26,409 | 26,409 | 26,409 | 26,409 | 26,409 | 26,409 |
| Hatch | 8,920 | 8,920 | 8,920 | 8,920 | 8,920 | 8,920 | 8,920 | 8,920 | 8,920 | 8,920 |
| Vogtle 1&2 | 15,115 | 15,115 | 15,115 | 15,115 | 15,115 | 15,115 | 15,115 | 15,115 | 15,115 | 15,115 |
| Vogtle 3&4 | – | 8,778 | 17,556 | 17,556 | 17,556 | 17,556 | 17,556 | 17,556 | 17,556 | 17,556 |
| Pineview | – | – | 683 | 683 | 683 | 683 | 683 | 683 | 683 | 683 |
| IPT/Other | (20,520) | (4,917) | (4,917) | (4,917) | – | – | – | – | – | – |
| Resources | 98,888 | 113,079 | 122,540 | 122,540 | 127,456 | 127,456 | 127,456 | 123,835 | 123,835 | 123,835 |
| | | | | | | | | | | |
| Excess/(Deficit) | 72 | 7,355 | 16,809 | 16,803 | 21,713 | 21,707 | 21,701 | 18,073 | 18,066 | 18,059 |
| % Reserves | 15.1% | 24.5% | 36.7% | 36.7% | 43.0% | 43.0% | 43.0% | 38.3% | 38.3% | 38.3% |
| Deficit Reserve Capacity | – | – | – | – | – | – | – | – | – | – |
| Deficit Supplemental Capacity | – | – | – | – | – | – | – | – | – | – |

## AGENDA ITEM SUMMARY

### ITEM SUMMARY:

Consider a resolution for a Georgia Fund Loan (GF2020019) to modify the loan amount to a total of $14 million from the Georgia Environmental Finance Authority for the Heads Creek Dam Modification for the Department of Watershed Management. *Director of Watershed Management Department, Brandon Lewis, will address.*

### SPECIAL CONSIDERATIONS OR CONCERNS:

GEFA has approved the Georgia Fund for funding the Heads Creek Dam Modification, and this resolution modifies the loan amount from $6 million dollars to $14 million dollars. Total project was originally funded for $8 million dollars engineering and construction costs; however, contractor bids received on March 29, 2021 exceeded original opinion of costs due to recent inflation of labor and materials. Funding awarded in 2019/20 - $3 million dollars; 2020/21 - $3 millions dollars; and in 2021/22 - $8 million dollars for a total loan value of $14 million dollars. A Notice of Intent to Award has been issued for Brad Cole Construction, lowest bidder. Hazen and Sawyer, Engineer of Record, is currently working with Brad Cole Construction, Inc. to secure contract documents for this project.

### STAFF RECOMMENDATION:

Staff recommends approval.

### FINANCIAL IMPACT:

Approval of this resolution brings the allocated funding to $14 million dollars.

**Submitted By:**
Brandon Lewis

**Meeting Date:**
24/05/2022

**Reviewed By:**
Jessica O'Connor

ATTACHMENTS:
Resolution for 2d modification of Georgia Fund GF2020019.docx
GEFA 2nd mod GF2020019.pdf

**RESOLUTION**
**TO BORROW**
**AN ADDITIONAL AMOUNT NOT TO EXCEED $8,000,000.00**
**FOR THE HEAD'S CREEK DAM REHABILITATION PROJECT**
**FROM THE**
**GEORGIA ENVIRONMENTAL FINANCE AUTHORITY**

**WHEREAS,** the Board of Commissioners of the City of Griffin, Georgia (the "Borrower"), originally borrowed $3,000,000 from the Georgia Environmental Finance Authority (the "Lender"), pursuant to the terms of the Loan Agreement (the "Loan Agreement"), dated December 3, 2020, between the Borrower and Lender, to rehabilitate the Heads Creek Dam and construct a new raw water intake structure (the "Project");

**WHEREAS**, the Borrower's obligation to repay the loan made pursuant to the original Loan Agreement is evidenced by a Promissory Note (the "Note"), dated November 24, 2020, of the Borrower;

**WHEREAS**, by Resolution adopted at a duly noticed and convened regular meeting of the Board of Commissioners, held February 9, 2021, the Board borrowed an additional $3,000,000 from GEFA to address estimate cost increases in the Project, for a total of $6,000,000 (the "First Modification");

**WHEREAS**, based on the cost of the Project exceeding estimated cost, the Borrower now desires to increase the loan amount by an additional $8,000,000, for a total of $14,000,000; and

**WHEREAS**, the Borrower and Lender have determined to amend and modify the Note and the Loan Agreement (the "Second Modification") between the Borrower and the Lender, the form of which has been presented at this meeting;

**NOW, THEREFORE, BE IT RESOLVED** by the governing body of the CITY OF GRIFFIN, GEORGIA, (referred to as the "Borrower") that the forms, terms, and conditions, and the execution, delivery, and performance of the Loan Agreement and the Note, as presented, are hereby approved and authorized.

**BE IT FURTHER RESOLVED** by the governing body of the Borrower that the terms of the Second Modification are in the best interests of the Borrower for the financing of the Project, and the governing body of the Borrower designates and authorizes the following persons to execute and deliver, and to attest, respectively, the Second Modification, and any related documents necessary to the consummation of the transactions contemplated by the Second Modification.

_____ Douglas S. Hollberg, Mayor
Signature of Person Authorized to Execute

_____ Jessica W. O'Connor, Secretary
Signature of Person Authorized to Attest

**SO RESOLVED,** this 24th day of May, 2022.

**GEORGIA ENVIRONMENTAL FINANCE AUTHORITY**
(a public corporation duly created and
existing under the laws of
the State of Georgia)
as Lender

and

**CITY OF GRIFFIN**
(a public body corporate and politic duly created and existing
under the laws of the State of Georgia)
as Borrower

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# SECOND MODIFICATION OF PROMISSORY NOTE AND LOAN AGREEMENT

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# SECOND MODIFICATION OF PROMISSORY NOTE AND LOAN AGREEMENT

**THIS SECOND MODIFICATION OF PROMISSORY NOTE AND LOAN AGREEMENT** (this "**Second Modification**") dated _____, 20_____, by and between **CITY OF GRIFFIN**, a Georgia public body corporate and politic (the "Borrower"), and the **GEORGIA ENVIRONMENTAL FINANCE AUTHORITY**, a Georgia public corporation (the "Lender").

## Statement of Facts

A. The Lender and the Borrower are parties to that certain Loan Agreement, dated **DECEMBER 3, 2020**, as amended prior to the date hereof (as so amended, the "Loan Agreement"; all capitalized terms used in this Second Modification but not defined herein have the meanings given in the Loan Agreement), pursuant to which the Lender made a loan to the Borrower in accordance with the terms and conditions thereof. The Borrower's obligation to repay such loan is evidenced by that certain Promissory Note, dated **NOVEMBER 24, 2020**, as amended prior to the date hereof (as so amended, the "Note").

B. The Lender and the Borrower desire to modify the Loan Agreement and Note in certain respects in accordance with the terms and conditions set forth herein.

**NOW, THEREFORE,** in consideration of the promises, the covenants and agreements contained herein, and other good and valuable consideration, the receipt and adequacy of which are hereby acknowledged, the Lender and the Borrower further agree as follows:

## Statement of Terms

**1. Amendments of Note** - Subject to the fulfillment of the conditions precedent to the effectiveness of this Second Modification that are set forth below, the Note is hereby amended as follows:

**FOR VALUE RECEIVED**, the undersigned (hereinafter referred to as the **"Borrower"**) promises to pay to the order of the **GEORGIA ENVIRONMENTAL FINANCE AUTHORITY** (hereinafter referred to as the **"Lender"**) at the Lender's office located in Atlanta, Georgia, or at such other place as the holder hereof may designate, the principal sum of **FOURTEEN MILLION DOLLARS AND ZERO CENTS ($14,000,000)**, or so much thereof as shall have been advanced hereagainst and shall be outstanding, together with interest on so much of the principal balance of this Note as may be outstanding and unpaid from time to time, calculated at the rate or rates per annum indicated below.

The unpaid principal balance of this Note shall bear interest at a rate per annum equal to **ZERO AND 63/100 PERCENT (0.63%),** (1) calculated on the basis of actual number of days in the year and actual days elapsed until the Amortization Commencement Date (as hereinafter defined), and (2) calculated on the basis of a 360-day year consisting of twelve 30-day months thereafter.

Accrued interest on this Note shall be payable monthly on the first day of each calendar month until the first day of the calendar month following the earlier of (1) the Completion Date (as defined in the hereinafter defined Loan Agreement), (2) **APRIL 1, 2024**, or (3) the date that the loan evidenced by this Note is fully disbursed (the **"Amortization Commencement Date"**). Principal of and interest on this Note shall be payable in **TWO HUNDRED THIRTY-NINE (239)** consecutive monthly installments equal to the Installment Amount (as hereinafter defined), commencing on the first day of the calendar month following the Amortization Commencement Date, and continuing to be due on the first day of each succeeding calendar month thereafter, together with a final installment equal to the entire remaining unpaid principal balance of and all accrued interest on this Note, which shall be due and payable on the date that is **20** years from the Amortization Commencement Date (the **"Maturity Date"**).

**2. Amendments of Loan Agreement** - Subject to the fulfillment of the conditions precedent to the effectiveness of this Second Modification that are set forth below, the Loan Agreement is hereby amended as follows:

Section 1 of the Loan Agreement is hereby amended and restated to read as follows: "**Background** - The Lender desires to loan to the Borrower **FOURTEEN MILLION DOLLARS AND ZERO CENTS ($14,000,000)** from the **GEORGIA FUND** (the **"Fund"**) to finance the costs of acquiring, constructing, and installing the environmental facilities described in Exhibit A attached hereto (the **"Project"**). The Environmental Protection Division (**"EPD"**) of the Department of Natural Resources of the State of Georgia has completed all existing statutory reviews and approvals with respect to the Project, as required by Section 50-23-9 of the Official Code of Georgia Annotated, and has approved or will approve the detailed plans and specifications (the **"Plans and Specifications"**) for the Project prepared or to be prepared by the Borrower's engineer (the **"Engineer"**), which may be amended from time to time by the Borrower but subject to the approval of the EPD."

Section 2 (a) of the Loan Agreement is hereby amended and restated to read as follows: "The Lender agrees to advance to the Borrower, on or prior to the earlier of (1) the Completion Date (as hereinafter defined), (2) **APRIL 1, 2024**, or (3) the date that the loan evidenced by this Note is fully disbursed, the Loan in a principal amount of up to **$14,000,000** which Loan may be disbursed in one or more advances but each such disbursement shall reduce the Lender's loan commitment hereunder and any sums advanced hereunder may not be repaid and then re-borrowed."

Exhibit A is amended and restated to read as written in the attached Exhibit A.

**3. No Other Waivers or Amendments** - Except for the amendments expressly set forth and referred to in Section 1 and 2 above, the Note and the Loan Agreement shall

remain unchanged and in full force and effect. Nothing in this Second Modification is intended, or shall be construed, to constitute a novation or an accord and satisfaction of any of the obligations created by the Note.

**4. Representations and Warranties** - To induce the Lender to enter into this Second Modification, the Borrower does hereby warrant, represent, and covenant to the Lender that: (a) each representation or warranty of the Borrower set forth in the Loan Agreement is hereby restated and reaffirmed as true and correct on and as of the date hereof as if such representation or warranty were made on and as of the date hereof (except to the extent that any such representation or warranty expressly relates to a prior specific date or period), and no Event of Default has occurred and is continuing as of this date under the Loan Agreement; and (b) the Borrower has the power and is duly authorized to enter into, deliver, and perform this Second Modification, and this Second Modification is the legal, valid, and binding obligation of the Borrower enforceable against it in accordance with its terms.

**5. Conditions Precedent to Effectiveness of this Second Modification** - The effectiveness of this Second Modification is subject to the truth and accuracy in all material respects of the representations and warranties of the Borrower contained in Section 4 above and to the fulfillment of the following additional conditions precedent:

a. the Lender shall have received one or more counterparts of this Second Modification duly executed and delivered by the Borrower; and

b. the Lender shall have received (1) a signed opinion of counsel to the Borrower, substantially in the form of Exhibit E attached hereto, and (2) a certified copy of the resolution adopted by the Borrower's governing body, substantially in the form of Exhibit F attached hereto.

**6. Counterparts** - This Second Modification may be executed in multiple counterparts, each of which shall be deemed to be an original and all of which when taken together shall constitute one and the same instrument.

**IN WITNESS WHEREOF**, the parties hereto have caused this Second Modification to be duly executed and delivered as of the date specified at the beginning hereof

**CITY OF GRIFFIN**

Approved as to form:

By: Andrew J. Whalen, III
Borrower's Attorney

Signature:_____

Print Name: Douglas S. Hollberg

Title: Mayor

(SEAL)

Attest Signature:_____

Print Name: Jessica W. O'Connor

Title: Secretary, Board of Commissioners

**GEORGIA ENVIRONMENTAL FINANCE AUTHORITY**

Signature:_____
Kevin Clark
Executive Director

(SEAL)

## DESCRIPTION OF THE PROJECT

## SCOPE OF WORK

**Recipient:** **CITY OF GRIFFIN**

**Loan Number:** **GF2020019**

This project will rehabilitate the Heads Creek Dam and construct a new raw water intake structure.

## DESCRIPTION OF THE PROJECT

## PROJECT BUDGET

**Recipient:** **CITY OF GRIFFIN**

**Loan Number:** **GF2020019**

| ITEM | TOTAL | GA FUND |
|---|---|---|
| Construction | $12,500,000 | $12,500,000 |
| Contingency | 145,000 | 145,000 |
| Engineering & Inspection | 1,200,000 | 1,200,000 |
| Administrative/Legal | 155,000 | 155,000 |
| **TOTAL** | **$14,000,000** | **$14,000,000** |

*The amounts shown above in each budget item are estimates. Borrower may adjust the amounts within the various budget items without prior Lender approval provided Borrower does not exceed the loan amount contained in Section 1 of the Loan Agreement. In no event shall Lender be liable for any amount exceeding the loan amount contained in Section 1 of the Loan Agreement.

## DESCRIPTION OF THE PROJECT

## PROJECT SCHEDULE

**Recipient:** **CITY OF GRIFFIN**

**Loan Number:** **GF2020019**

| ACTION | DATE |
|---|---|
| Plans and Specifications submitted to EPD | NOVEMBER 2021 |
| Bid Opening | FEBRUARY 2022 |
| Notice to Proceed | FEBRUARY 2022 |
| Completion of Construction | DECEMBER 2023 |

## SPECIAL CONDITIONS

**Recipient:** **CITY OF GRIFFIN**

**Loan Number:** **GF2020019**

None.

**EXHIBIT E**

**OPINION OF BORROWER'S COUNSEL**
(Please furnish this form on Attorneys Letterhead)

Date

Georgia Environmental Finance Authority
233 Peachtree St, NE
Harris Tower, Ste 900
Atlanta, GA 30303-1506

Ladies and Gentlemen:

A legal opinion from **THE WHALEN LAW FIRM** was delivered to you, dated **NOVEMBER 25, 2020** (the "Closing Opinion), relating to the Loan Agreement (the "Loan Agreement"), dated **DECEMBER 3, 2020** between **CITY OF GRIFFIN** (the "Borrower") and the **GEORGIA ENVIRONMENTAL FINANCE AUTHORITY** (the "Lender"), and the Promissory Note (the "Note"), dated **NOVEMBER 24, 2020**, of the Borrower. A legal opinion was also delivered to you dated **FEBRUARY 10, 2021** relating to the modification of Promissory Note and Loan Agreement dated **FEBRUARY 18, 2021**. As counsel for the Borrower, I have examined the original of the Second Modification of Promissory Note and Loan Agreement (the "Second Modification"), between the Borrower and the Lender, the proceedings taken by the Borrower to authorize the Second Modification, the Closing Opinion, and such other documents, records, and proceedings as I have deemed relevant or material to render this opinion. Based upon such examination, I hereby reconfirm as of the date hereof the opinions contained in the Closing Opinion, subject to the second modification that all references to the Note and the Loan Agreement (as defined in the Closing Opinion) shall be deemed to include a reference to the Second Modification. Nothing has come to my attention, after due investigation, that in any way might question the continuing validity and accuracy of the Closing Opinion, as modified above.

Very truly yours,

_____
Signature

_____
Printed Name

_____
Date

**EXHIBIT F**

**EXTRACT OF MINUTES**
**RESOLUTION OF GOVERNING BODY**

**Recipient:** **CITY OF GRIFFIN**

**Loan Number:** **GF2020019**

At a duly called meeting of the governing body of the Borrower identified above (the "Borrower") held on the 24th day of May, 2022, the following resolution was introduced and adopted.

**WHEREAS**, the Borrower has borrowed **$6,000,000** from the **GEORGIA ENVIRONMENTAL FINANCE AUTHORITY** (the "Lender"), pursuant to the terms of the Loan Agreement (the "Loan Agreement"), dated **DECEMBER 3, 2020**, between the Borrower and the Lender; and

**WHEREAS**, the Borrower's obligation to repay the loan made pursuant to the Loan Agreement is evidenced by a Promissory Note (the "Note"), dated **NOVEMBER 24, 2020**, of the Borrower; and

**WHEREAS,** the Borrower desires to increase the loan amount by **$8,000,000**, and

**WHEREAS**, the Borrower and the Lender have determined to amend and modify the Note and the Loan Agreement, pursuant to the terms of a Second Modification of Promissory Note and Loan Agreement (the "Second Modification") between the Borrower and the Lender, the form of which has been presented to this meeting;

**NOW, THEREFORE, BE IT RESOLVED** by the governing body of the Borrower that the form, terms, and conditions and the execution, delivery, and performance of the Second Modification are hereby approved and authorized.

**BE IT FURTHER RESOLVED** by the governing body of the Borrower that the terms of the Second Modification are in the best interests of the Borrower, and the governing body of the Borrower designates and authorizes the following persons to execute and deliver, and to attest, respectively, the Second Modification, and any related documents necessary to the consummation of the transactions contemplated by the Second Modification.

| | |
|---|---|
| _____ | Douglas S. Hollberg, Mayor |
| (Signature of Person to Execute Documents) | (Print Title) |
| _____ | Jessica W. O'Connor, Secretary |
| (Signature of Person to Attest Documents) | (Print Title) |

The undersigned further certifies that the above resolution has not been repealed or amended and remains in full force and effect.

Date: May 25, 2022

_____
Secretary/Clerk

(SEAL)

## AGENDA ITEM SUMMARY

### ITEM SUMMARY:

Consider License Agreement for art mural installation at the property owned by Three Rivers Regional Commission and commonly known as 120 N. Hill Street, Griffin, Georgia on the wall facing E. Slaton Avenue. *Staff Attorney, Kelsey Carden, will address.*

### SPECIAL CONSIDERATIONS OR CONCERNS:

The License Agreement will allow the City to partner with artist Jaleel Wimbush for the creation, painting, and maintenance of a mural on the property. The City will have a right of access and use for purposes of the mural project, and upon completion, the City will be responsible for maintenance of the mural through June 30, 2027. A separate contract is being presented for the artist retained to complete preparation, priming, and painting of the Mural Wall.

### STAFF RECOMMENDATION:

Staff recommends approval.

### FINANCIAL IMPACT:

The City will not incur any costs for the license to use the property for the mural. The financial impact is limited to any maintenance costs which may arise in the upkeep of the mural through June 30, 2027.

**Submitted By:**
Kelsey Carden

**Meeting Date:**
24/05/2022

**Reviewed By:**
Jessica O'Connor

ATTACHMENTS:
Mural License Agreement - 120 N. Hill Street- fjelstul signed.pdf

# LICENSE AGREEMENT
# FOR MURAL ART INSTALLATION

This license agreement ("Agreement") is made and executed on _____ day of May, 2022 by and between **THREE RIVERS REGIONAL COMMISSION** ("Grantor"), in its capacity as owner of the Property commonly known as 120 N. Hill Street, Griffin, GA 30224 (Parcel ID: 013 34016), and **CITY OF GRIFFIN, GEORGIA** ("City"), a municipal corporation under the laws of the State of Georgia.

**WHEREAS**, the City is interested in the promotion of art within the City as part of the City's enhancement of the public health and welfare of its citizens, businesses and visitors to the City;

**WHEREAS,** Grantor is the owner of certain real property located at **120 N. Hill Street, Griffin, Georgia 30224** and identified as **Parcel No. 013 34016** by the Spalding County Tax Assessor ("Property"), which has a commercial structure on it ("Building").

**WHEREAS**, Grantor is interested in permitting the painting, creation, installation, and development of an artistic mural on an external wall of Grantor's Building;

**WHEREAS,** the City is interested in sponsoring the painting, creation, installation, and development of an artistic mural on an external wall of Grantor's Building;

**WHEREAS**, the Parties desire to execute an agreement establishing the Parties' rights and responsibilities with respect to the painting, creation, installation, and development of a mural on an external wall of Grantor's Building and the maintenance and ownership of such mural; and

**NOW, THEREFORE,** in consideration of the mutual covenants contained in this Agreement and for other good and valuable consideration, the receipt and adequacy of which are hereby acknowledged, the Parties hereto agree as follows:

## SECTION 1
## PREMISES

For and in consideration of the mutual promises and covenants set forth in this Agreement, Grantor hereby grants to the City, and the City accepts from Grantor, an exclusive license for access and use of the exterior wall of Grantor's Building located on the Property commonly known as 120 N. Hill Street, Griffin, Georgia, such wall facing E. Slaton Avenue and hereinafter referred to in this Agreement as the "Premises." This exclusive license is for access and use of the exterior wall only.

## SECTION 2
## TITLE TO PREMISES

Grantor covenants that Grantor holds full and exclusive authority to use and control the

Premises. Grantor further covenants that they have full right to make this Agreement.

## SECTION 3
## USE OF PREMISES

Grantor hereby grants, gives, and conveys to the City an exclusive right to use the Premises for the display of a painted mural. The license for use shall include the exclusive right to paint, create, install, develop, and maintain the artistic mural in accordance with the terms of this Agreement. All artwork shall be subject to the reasonable prior approval of Grantor. The City shall have the right to contract with third parties to paint, create, install, develop, and maintain the mural as permitted by this Agreement and to fund such activities.

Grantor hereby grants, gives, and conveys to the City a license to enter onto, upon, and around the Property for all purposes permitted under this Agreement. This license extends to any third parties with whom the City has contracted for the purposes permitted under this Agreement.

## SECTION 4
## TERM OF AGREEMENT & MURAL DISPLAY PERIOD

Subject to the terms, provisions, covenants, and conditions of this Agreement, City shall have a license for use of the Premises from the date of last execution through and until June 30, 2027 unless earlier terminated by the City or extended by mutual agreement of the Parties in accordance with the terms of this Agreement.

Grantor shall have the right to keep the mural in place perpetually or for any other period of time, including following the expiration of the Term, provided it is maintained in a good condition as originally designed. However, the City's obligation for maintenance as set forth in this Agreement will cease at the expiration of the Term or upon termination of the Agreement.

## SECTION 5
## MAINTENANCE AND REPAIRS

The City shall be responsible for maintaining the exterior paint of the Premises in good order and condition during the Term of this Agreement. This shall include keeping the Premises free of dirt and debris and otherwise maintaining the exterior paint on the Premises in an aesthetically-pleasing and professional manner. The City shall not be responsible for maintaining the structural integrity of the Premises or any other portion of the Building on which the mural is located, and any and all repairs or maintenance to the Premises, other than the exterior paint, remain the sole and exclusive responsibility of Grantor.

During the Term of this Agreement, the City may at any time, and at the City's sole expense, cause to be made such alterations, changes, or additions of, in, on, or to the mural as the City deems desirable, provided that prior to the commencement of any work, the City shall obtain the approval of Grantor. Any such construction, alteration, change, or additions of, in, on, or to the Premises shall be performed as expeditiously as possible, in a good and workmanlike manner, and in conformity with all applicable laws, ordinances, and regulations.

## SECTION 6
## TERMINATION

This Agreement shall terminate at the expiration of the Term as set forth in this Agreement unless further extended by written agreement between the Parties. The City may terminate prior to the expiration of the term upon ninety (90) days prior written notice to Grantor.

## SECTION 7
## SURRENDER

Upon expiration or other termination of this Agreement, the City shall quit and surrender the Premises and the improvements to Grantor in good order and condition, except for ordinary wear and tear, provided that, upon Grantor's request, the City shall remove the mural and repaint to a base color of Grantor's choosing.

## SECTION 8
## NOTICES

All notices, demands, requests, or other communications which may be or are required to be given, served, or sent by either Party to the other shall be in writing and shall be deemed to have been properly given or sent by mailing by registered or certified mail with the postage prepaid, addressed to:

Grantor: Three Rivers Regional Commission
C/O Kirk Fjelstul, Exective Director
120 North Hill Street
P.O. Box 818
Griffin, GA 30224

City: City of Griffin
C/O City Manager
100 S. Hill Street
P.O. Box T
Griffin, GA 30224

Either Party may designate by notice, in writing, a new address to which any notice, demand, request, or communication may be so given, served, or sent. Either Party shall promptly furnish to the other party a copy of any notice it may receive from any third party which may affect the rights of any Party under this Agreement.

Grantor must promptly notify the City upon any sale or transfer of title of the Property which may affect the City's rights under this Agreement.

## SECTION 9
## TIME OF ESSENCE

Time is of the essence for each and every provision of this Agreement.

## SECTION 10
## DELAYS

In any case where either Party to this Agreement is required to do any act, delays caused by or resulting from an Act of God, severe weather conditions, war, insurrection, riot, civil commotion, fire or other casualty, strikes, lockouts, inability to obtain labor or materials, government regulations, or other causes beyond the Party's control shall not be counted in determining the time when the performance of the act must be completed, whether that time is designated by a fixed time, a fixed period of time, or "a reasonable time." In any case where construction or replacement work is to be paid for out of insurance proceeds or condemnation awards, due allowance shall be made, both to the Party required to perform the work and to the Party required to make the payment, for reasonable delays in the collection of the proceeds and awards.

## SECTION 11
## PERSONS BOUND

The covenants, agreements, terms, provisions, and conditions of this Agreement shall bind and inure to the benefit of the respective heirs, distributees, executors, administrators, successors, assigns, and legal representatives of the parties to this Agreement with the same effect as if mentioned in each instance where a Party to this Agreement is named or referred to.

## SECTION 12
## ATTORNEY FEES

In the event that any Party commences legal proceedings for the enforcement of this Agreement, the prevailing party in such proceedings shall be entitled to recovery of attorney's fees, litigation expenses, and court costs incurred in such proceedings. Attorney's fees and litigation expenses shall include, without limitation, costs of preparation and discovery and retaining expert witnesses, and such fees and expenses shall be payable whether or not the litigation proceeds to final judgement. "Prevailing party" shall be defined as the litigant with a net monetary recovery, a defendant in whose favor a dismissal is entered, a defendant where neither plaintiff nor defendant obtains any relief, and a defendant as against those plaintiffs who do not recover any relief against that defendant. When any litigant recovers other than monetary relief and in situations other than as specified in the preceding sentence, the prevailing party shall be as determined by the court.

**SECTION 14**
**ENTIRE AGREEMENT**

This Agreement contains the entire agreement between Grantor and the City. Any prior understanding or representation of any kind preceding the date of this Agreement shall not be binding on either party except to the extent incorporated in this Agreement.

**SECTION 15**
**MODIFICATION**

Any modification of this Agreement or additional obligation assumed by either Party in connection with this Agreement shall be binding only if evidenced in a writing signed by each party or an authorized representative of each party. No oral modification of this Agreement is permitted. No modification of this Agreement solely in the form of electronic communication is permitted.

**SECTION 16**
**HEADINGS**

The Section headings of this Agreement are for convenience only and shall not be used to explain, modify, simplify, limit, define, or aid in determining the meaning or content of this Agreement.

**SECTION 17**
**PRONOUNS**

All pronouns and any variations of same shall be deemed to refer to the masculine, feminine, neuter, singular, or plural, as the identity of the person or persons may require.

**SECTION 18**
**ENFORCEABILITY**

If any provision of this Agreement or the application of such a provision to any person or circumstances shall be determined to be invalid or unenforceable, the remaining provisions of this Agreement or the application of the provision to persons or circumstances other than those to which it is held invalid or unenforceable shall not be affected thereby and shall be valid and enforceable to the fullest extent.

**SECTION 19**
**GOVERNING LAW**

It is agreed that this Agreement shall be governed by, construed, and enforced in accordance with the laws of Georgia.

## SECTION 20
## COUNTERPARTS

This Agreement may be executed in any number of counterparts, each of which shall be deemed to be an original, but all of which together shall constitute but one and the same instrument.

## SECTION 21
## LIMITATION ON LIABILITY

Under no circumstances shall any Party to this Agreement be liable to any other Party for any special, consequential, indirect, or incidental damages, including lost profits, arising out of or in connection with this Agreement, or any activities performed in connection with this Agreement, regardless of whether a claim is based on contract or tort. This provision shall survive the expiration or termination of this Agreement.

## SECTION 22
## INDEMNIFICATION

Grantor hereby agrees to jointly and severally indemnify the City for any claims, demands, losses, suits, expenses, damages or costs the City incurs in connection with the Premises or caused by the actions of Grantor, including in performance of the work, or from the actions of Grantor's officers, employees or agents, or any person who was under their direction or control as permitted by law. Further, Grantor hereby agrees to hold harmless and defend the City and its officials, members, agents, and employees against any claims, demands, losses, suits, expenses, damages or costs arising or resulting from any damage or injury proximately caused by actions of Grantor in connection with the Premises, regardless of whether the City is also actively negligent or passively negligent in the cause thereof, except for those claims, costs, damages, demands liability, notices, or any of these caused solely by the negligence or willful misconduct of the City.

## SECTION 22
## RELATIONSHIP OF THE PARTIES

Nothing contained in this Agreement shall be construed as creating any agency, partnership, or other form of joint enterprise between or among the Parties. The relationship between or among the Parties shall at all times be that of independent contractors. No Party shall have authority to contract for or bind any other Party in any manner whatsoever. No Party shall have authority to pledge the credit of any other Party. This Agreement confers no rights upon any Party except those that are expressly granted herein.

[SIGNATURES ON FOLLOWING PAGE]

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

**CITY OF GRIFFIN, GEORGIA**

Doug S. Hollberg, Mayor

**THREE RIVERS REGIONAL COMMISSION**



Kirk Fjelstul, Executive Director

Attested to:

Jessica W. O'Connor, City Manager

Approved as to Form:

Andrew J. Whalen, III

Andrew J. Whalen, III, City Attorney

# AGENDA ITEM SUMMARY

## ITEM SUMMARY:

Consider a contract for mural art installation with Jaleel Wimbush for a mural to be located at the property commonly known as 120 North Hill Street, Griffin, Georgia on the wall facing East Slaton Avenue. *Staff Attorney, Kelsey Carden, will address.*

## SPECIAL CONSIDERATIONS OR CONCERNS:

Jaleel Wimbush will clear the Mural Wall of debris, prime, and paint the Mural Wall with a design substantially similar to the design attached to the proposed contract as Exhibit A. While the Griffin-Spalding Chamber of Commerce Tourism will be funding the mural project through grants, the City is entering into a contract because the license to use and maintain the mural is to be granted in the name of the City. This contract establishes Jaleel Wimbush as a third-party contractor for the mural project.

## STAFF RECOMMENDATION:

Staff recommends approval.

## FINANCIAL IMPACT:

The Griffin-Spalding Chamber of Commerce Tourism will be paying for the costs associated with this contract through grants. The total costs for the mural is $2,700.00 to be paid by the Chamber of Commerce Tourism.

**Submitted By:**
Kelsey Carden

**Meeting Date:**
24/05/2022

**Reviewed By:**
Jessica O'Connor

ATTACHMENTS:
Jaleel Wimbush - 120 N. Hill Mural Contract v.2.pdf

**AGREEMENT FOR MURAL ART INSTALLATION BY AND BETWEEN THE CITY OF GRIFFIN, GEORGIA AND JALEEL WIMBUSH**

This Agreement for Mural Art Installation (hereinafter, "Agreement") is made by and between City of Griffin, Georgia, acting by and through its Board of Commissioners (hereinafter, "City"), and Jaleel Wimbush, an individual (hereinafter, "Artist"), for the purposes of prepping, priming, and painting the exterior wall facing East Slaton Ave. ("Mural Wall") of the structure located on the property commonly known as 120 North Hill Street, Griffin, Georgia 30224 ("Property").

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

## I. SCOPE OF SERVICES & ARTIST COVENANTS

Artist shall clear the Mural Wall of all debris. Artist shall purchase materials and equipment necessary for pressure washing, priming, and painting of the Mural Wall. Artist shall paint the Mural Wall in a mural design substantially similar to the design depicted in Exhibit "A" attached and incorporated herein. Any changes the Artist deems necessary to enhance the composition or color of the artwork will be deemed for the good of the mural and at no additional cost to the City.

Artist must furnish all of the materials, including paint, and perform all of the work for the Mural Wall as provided in this Agreement. The Artist's work must be of high quality in compliance with generally accepted standards applicable to undertakings and work similar to that of the Mural Wall, and in conformity with this Agreement. The City shall have the right to inspect and approve Artist's work prior to issuance of final payment to Artist.

Artist must ensure that his work does not prohibit the Property owner's access or the general public's access to the property owner's building that is located on the Property (as such public access is permitted by the Owner).

## II. COVENANTS & OBLIGATIONS OF THE CITY OF GRIFFIN

The City of Griffin shall secure any permits or permission necessary for the lawful creation and execution of the work, including obtaining any license or permission from the property owner.

## III. START AND COMPLETION DATES

Artist may begin the process of pressure washing, priming, and painting the Mural Wall upon the final execution of this Agreement. Artist shall have the Mural Wall completed in accordance with this Agreement by June 30, 2022 unless natural conditions (e.g. weather) delay the completion of the work. Should any natural conditions delay the completion of the Mural Wall, Artist shall immediately contact the City to inform them of the update timeline, and Artist shall work to ensure that the work is completed in a timely and efficient manner.

## IV. TOTAL COSTS & SCHEDULE OF PAYMENT

Artist agrees to perform the obligations set forth herein for the price of $2,700.00. An invoice for Artist's labor, supplies, and equipment is attached and incorporated as Exhibit "B." All supplies and equipment have been incorporated into this total cost and will be the responsibility of the Artist.

Upon execution of this Agreement by the Parties, Artist shall seek payment of 50% of the total price ($1,350.00) from the Griffin-Spalding Chamber of Commerce Tourism, and Artist shall thereafter complete the Mural Wall in accordance with the terms of this Agreement.

The remaining balance of $1,350.00 shall be due within thirty (30) days of completion of the Mural Wall. Artist hereby acknowledges that final payment of any and all expenses related to the services rendered pursuant to this Agreement shall be sought from the Griffin-Spalding Chamber of Commerce Tourism.

## V. MAINTENANCE OF MURAL WALL

Artist hereby agrees that the City of Griffin, or a third-party contractor, may complete any and all maintenance and restoration services on the Mural Wall as needed without prior written consent or consultation from Artist. Artist acknowledges that the Mural Wall will be painted by a group of volunteer artists and a Mural Designer and that this collaboration necessitates an alteration of Artist's work as described in this Agreement.

## VI. INTELLECTUAL PROPERTY

Title of ownership of the Mural, as painted, and of the Mural Design (including any and all physical and/or digital renderings or reproductions) shall pass from the Artist to the City of Griffin upon completion of the work.

The Mural is to be considered public art, and Artist hereby permits the Mural Wall to be photographed and reproduced and for any and all digital renderings of the mural design to be reproduced. Artist hereby waives any and all claims arising at any time and under any circumstances against the City of Griffin, its respective officers, agents, employees, successors, and assigns arising under the federal Visual Artists Rights Act (17 U.S.C. §§ 106A and 113(d)), and any other local, state, federal, or international laws that convey rights of the same nature as those conveyed under 17 U.S.C. § 106A.

## VII. LIMITATION OF LIABILITY

Under no circumstances shall any Party to this Agreement be liable to any other Party for any special, consequential, indirect, or incidental damages, including lost profits, arising out of or in connection with this Agreement, or any activities performed in connection with this Agreement, regardless of whether a claim is based on contract or tort. This provision shall survive the expiration or termination of this Agreement.

## VIII. INDEMNIFICATION

Artist hereby agrees to indemnify the City for any claims, demands, losses, suits, expenses, damages or costs the City incurs in connection with the Mural Wall or caused by the actions of Artist, including in performance of the work, or from the actions of Artist's officers, employees or agents, or any person who was under their direction or control as permitted by law. Further, Artist hereby agrees to hold harmless and defend the City and its officials, members, agents, and employees against any claims, demands, losses, suits, expenses, damages or costs arising or resulting from any damage or injury proximately caused by actions of Artist in connection with the Mural Wall or Property, regardless of whether the City is also actively negligent or passively negligent in the cause thereof, except for those claims, costs, damages, demands liability, notices, or any of these caused solely by the negligence or willful misconduct of the City.

## IX. MISCELLANEOUS

This Agreement may be executed in one or more counterparts (which may include digital signatures), each of which shall be deemed an original, but all of which together shall constitute one and the same document.

This Agreement shall be governed by and interpreted in accordance with the laws of the State of Georgia. No Party shall be deemed the drafter of this Agreement.

This said Agreement is the entire contract and understanding of the Parties, and there are and were no verbal representations, warranties, understandings, stipulations, contracts, or promises pertaining to the subject matter of this Agreement that are not fully and completely incorporated into this Agreement. This Agreement is the full and final understanding and contract between and among the Parties. All oral or written contemporaneous discussions, writings, or other written understandings are contained and merged herein.

This Agreement cannot be amended altered changed, modified, deleted, added to, or detracted from without or apart from the unanimous consent, in writing, by all of the Parties hereto, and any purported or alleged amendment, alteration, change, modification, deletion, addition, or subtraction shall only be valid if in writing and signed by all said Parties. No oral modification of this Agreement is permitted. No modification of this Agreement solely in the form of electronic communications is permitted.

The provisions of this Agreement are, and are intended to be, severable in the event that any provision or part of this Agreement is held by a court of competent jurisdiction to be invalid or unenforceable. In the event that any part or provision of this Agreement is held to be invlaid or unenforceable by such court, the remaining parts or provisions hereof shall remain in effect and enforceable.

The failure of any Party to insist upon compliance with this Agreement, or any part or provision hereof, by any other Party shall not result in a waiver or modification of this Agreement and shall not prevent such first Party from seeking the enforcement of this

Agreement, including enforcement of any provision not previously enforced. All article and section headings and captions contained in this Agreement are for reference only and shall not be considered to limit the scope or interpretation of this Agreement.

## X. ATTORNEY FEES

In the event that any Party commences legal proceedings for the enforcement of this Agreement, the prevailing party in such proceedings shall be entitled to recovery of attorney's fees, litigation expenses, and court costs incurred in such proceedings. Attorney's fees and litigation expenses shall include, without limitation, costs of preparation and discovery and retaining expert witnesses, and such fees and expenses shall be payable whether or not the litigation proceeds to final judgement. "Prevailing Party" shall be defined as the litigant with a net monetary recovery, a defendant in whose favor a dismissal is entered, a defendant where neither plaintiff nor defendant obtains any relief, and a defendant as against those plaintiffs who do not recover any relief against that defendant. When any litigant recovers other than monetary relief and in situations other than as specified in the preceding sentence, the prevailing party shall be as determined by the court.

## XI. NOTICES

All notices, demands, requests, or other communications which may be or are required to be given, served, or sent by either Party to the other shall be in writing and shall be deemed to have been properly given or sent by mailing by registered or certified mail with the postage prepaid, addressed to:

Artist: Jaleel Wimbush
1028 Yorkshire Dr.
Griffin, GA 30223

City: City of Griffin
C/O City Manager
100 S. Hill Street
P.O. Box T
Griffin, GA 30224

Either Party may designate by notice, in writing, a new address to which any notice, demand, request, or communication may be so given, served, or sent. Either Party shall promptly furnish to the other party a copy of any notice it may receive from any third party which may affect the rights of any Party under this Agreement.

IN WITNESS WHEREOF, the Parties have executed this Agreement on this 20th day of May, 2022.

**CITY OF GRIFFIN, GEORGIA**

_____

Doug S. Hollberg, Mayor

Attested to:

_____

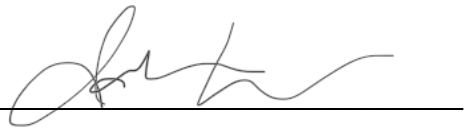
Jessica W. O'Connor, City Manager

Approved as to Form:

_____

Andrew J. Whalen, III, City Attorney

**JALEEL WIMBUSH**



_____

Exhibit A



# INVOICE

## Exhibit B

**BILL TO**

City Of Griffin

Jaleel Wimbush
1028 Yorkshire dr.
Griffin Ga 30223

City Of Griffin

**INVOICE #** 2
**INVOICE DATE** 06/16/2021
**DUE DATE** 07/01/2021

| QTY | DESCRIPTION | UNIT PRICE | AMOUNT |
|---|---|---|---|
| 1 | Mural & pressure washing | 2,700.00 | 2,700.00 |
| | | **TOTAL** | **$2,700.00** |

*Thank you*

**TERMS & CONDITIONS**

Payment is due within 15 days

## AGENDA ITEM SUMMARY

### ITEM SUMMARY:

Consider adoption of the Utility Incentive Program Resolution providing for updated terms of the City of Griffin Utility Incentive Program. *Staff Attorney, Kelsey Carden, will address.*

### SPECIAL CONSIDERATIONS OR CONCERNS:

The City of Griffin Utility Incentive Program began in 2014 with the purpose of recruiting new businesses to Griffin by offering a waiver of initial plan review fees from Planning & Development and discounted utility rates from Griffin Power, Water/Wastewater, and Solid Waste. Since 2014, the City has successfully recruited new businesses, in part, because of this program.

In order to marshal in a new stage of growth, Staff is recommending adoption of the Utility Incentive Program Resolution which includes changes to the program that will incentivize and recruit businesses that create more jobs while still providing incentives to smaller businesses. These changes will also incentivize registration of businesses within the City and allow for businesses facilitating job creation through booth rentals (i.e. hair salons, barber shops antique stores, etc.) the opportunity to benefit from this program.

While the Commission approved the terms of the program in 2014 and made amendments to the program in later years, no formal resolution was ever adopted. Staff is recommending formal adoption of the new Utility Incentive Program by resolution. The Resolution will go into effect July 1, 2022; however, any new businesses registered in the City between July 1, 2021 to June 30, 2022 that qualify for the Program may apply. Any businesses operating under the old Utility Incentive Program, prior to July 1, 2022, will be grandfathered in and may continue under the terms of the old program until the natural expiration of their incentive (maximum of three years).

### STAFF RECOMMENDATION:

Staff recommends approval.

### FINANCIAL IMPACT:

The changes in the Utility Incentive Program are anticipated to lead to utility revenue equal to or greater than what is generated under the current program.

**Submitted By:**
Kelsey Carden

**Meeting Date:**
24/05/2022

**Reviewed By:**
Jessica O'Connor

ATTACHMENTS:
Utility Incentive Program Resolution and Form - FINAL.pdf

No. 22-

# A RESOLUTION

A RESOLUTION BY THE BOARD OF COMMISSIONERS FOR THE CITY OF GRIFFIN, GEORGIA ADOPTING AMENDED TERMS OF THE UTILITY INCENTIVE PROGRAM, EFFECTIVE JULY 1, 2022; AUTHORIZING NEW BUSINESSES REGISTERED IN THE CITY ON OR AFTER JULY 1, 2021 AND WHICH ARE OTHERWISE ELIGIBLE FOR THE PROGRAM TO APPLY FOR THE NEW PROGRAM; AFFIRMING THAT BUSINESSES OPERATING UNDER THE FORMER VERSION OF THE UTILITY INCENTIVE PROGRAM, PRIOR TO JULY 1, 2022, BE GRANDFATHERED AND CONTINUE TO BE GOVERNED BY AND RECEIVE THE BENEFITS OF THE FORMER PROGRAM UNTIL THE NATURAL EXPIRATION OF THEIR INCENTIVE; AND FOR OTHER PURPOSES.

**WHEREAS**, the City of Griffin began facilitating the Utility Incentive Program in 2014 with the purpose of recruiting new businesses to Griffin by offering a waiver of initial plan review fees from Planning and Development and discounted utility rates from Griffin Power, Water/Wastewater, and Solid Waste;

**WHEREAS**, the Board of Commissioners finds that, in order to marshal in a new stage of growth, the City must adopt an amended Utility Incentive Program that will incentivize and recruit businesses that create more jobs while still providing incentives to smaller businesses;

**WHEREAS**, the Board of Commissioners also seeks to incentivize registration of businesses within the City and to provide businesses that facilitate job creation through booth rentals, such as hair salons and certain market-style shops, the opportunity to benefit from this Program;

**NOW THEREFORE, BE IT RESOLVED AND IT IS ESTABLISHED** that the City of Griffin Utility Incentive Program terms and conditions, as set forth in Exhibit "A" attached and incorporated herein, are hereby amended and adopted by this Resolution, effective July 1, 2022;

**BE IT FURTHER RESOLVED** that any new local business entity registered within the City on or after July 1, 2021 and that is otherwise eligible for the Utility Incentive Program is authorized to apply for, and receive the benefits of, the Utility Incentive Program as adopted by this Resolution;

**BE IT FURTHER RESOLVED** that any local business entity operating under former version of the Utility Incentive Program, prior to July 1, 2022, is grandfathered and shall continue to be bound by the terms of the former Utility Incentive Program and receive the benefits of the former Program until the natural expiration of their incentive;

**SO RESOLVED** this 24th of May, 2022.

_____

Douglas S. Hollberg, Mayor

ATTEST:

_____

Jessica O'Connor, Secretary

# City of Griffin Utility Incentive Program

Adopted by Resolution May 24, 2022
Effective July 1, 2022

**1. Purpose:**

The purpose of the City of Griffin Utility Incentive Program is to recruit new businesses to Griffin by offering discounted utility rates from Griffin Power, Water/Wastewater, and Solid Waste and to incentivize the creation and facilitation of jobs within the City of Griffin.

**2. Definitions:**

For purposes of the Utility Incentive Program only, the words, terms and phrases herein shall mean as follows:

(a) "Applicant" shall mean the New Local Business Entity applying for the Utility Incentive Program.

(b) "Employee" shall mean an individual whose work is performed under the direction and supervision of the employer and whose employer withholds FICA, federal income tax, or state income tax from such individual's compensation or whose employer issues such individual for purposes of documenting compensation a form IRS W-2, but not a form IRS 1099.

(c) "Full-time Position(s)" shall mean either:

i. The number of employees of the Applicant as reported for purposes of calculating Occupational Tax for the Applicant in accordance with Sec. 82-157(b), Code of Griffin[1]; or

ii. A New Local Business Entity, other than the Applicant, registered to do business at the location of the Applicant's business as provided on the Occupational Tax Certificates.

(d) "New Local Business Entity" shall mean any legal partnerships, persons, corporations or other entity engaged in an occupation, profession or business that obtains or is obtaining a new Occupational Tax Certificate in City of Griffin for the first time within ninety (90) days of beginning operation of the business within the City, but shall not mean entities registering a change of ownership.

**3. Eligibility:**

Any New Local Business Entity, as defined herein, meeting the following criteria shall qualify for the Utility Incentive Program:

(a) Creates and/or facilitates and retains at least one Full-time Position;

(b) Operates out of a location that is subject to City of Griffin commercial utility rates[2];

(c) Requires electricity service of a connected load less than 900kW;

(d) Consumes less than 100,000 gallons of water per month;

(e) Is located in a dedicated standalone building or unit that is serviced by its own separate water and electric meters[3];

(f) Is continuously enrolled in autopay for utility bills issued by the City of Griffin[4]

(g) Maintains compliance with Code of Griffin, including but not limited to, timely registration and renewal of OTC and ensuring permitted uses within relevant zoning district; and

(h) Is not indebted to the City of Griffin for outstanding taxes, fees, fines, court costs, restitution, or any other monetary obligation[5];

[1] Sec. 82-157(b), Code of Griffin, provides that, "for purposes of calculating the tax due, the number of employees of the business shall be computed on a full-time position equivalent basis. An employee who works 40 hours or more weekly shall be considered a full-time employee and the average weekly hours of employees who work less than 40 hours weekly shall be added and such sum shall be divided by 40 to produce full-time equivalents."
[2] Utility Incentive Program shall not apply to business entities classified as "home occupation" under the terms of Code of Griffin, Georgia.
[3] No division of space or units will be allowed if not specifically metered separately.
[4] Any delinquent payment of Utilities will result in automatic forfeiture of eligibility for the Utility Incentive Program
[5] Any debt owed by the Business, the Owner, or persons with an interest in the business is grounds for automatic forfeiture.

**4. Rate Reduction Tiers*:**

| | Utility Rate Reduction | | |
|---|---|---|---|
| **Full-Time Positions** | **Year 1** | **Year 2** | **Year 3** |
| **Tier 1**: 1 to 5 | 15% | 10% | 5% |
| **Tier 2**: 6 to 10 | 20% | 15% | 10% |
| **Tier 3**: 11 or More | 30% | 20% | 10% |

*Rate reductions and incentives cannot be used with Green Business Program

**5. Process:**

Upon completing all required business registrations including the payment of Occupational Tax fees and the certification of Full-time Positions, the Tax & Licensing Division will determine if an Applicant is eligible and have the Applicant complete the below form. Tax & Licensing will notify Customer Service and the rate incentives will be applied accordingly.

An Applicant that receives the reduced rate must re-apply each year upon renewing their Occupational Tax Certificate and certifying the retention or creation/facilitation of new Full-time Positions. Failure to reapply shall result in forfeiture of the Applicant's eligibility for the Utility Incentive Program. Applicants relying on Full-time Positions as defined in Section (2)(c)(ii) herein are solely responsible for proving the Applicants have facilitated the creation of such Full-time Positions by providing proof of Occupational Tax Certificates for the other New Local Business(es) operating at Applicant's location.

Regardless of the date on which the Occupational Tax Certificate is obtained or renewed, the Applicant shall only qualify for the rate reduction under the Utility Incentive Program for a maximum of three years from the date the rate is applied. Applicant may move to a different Rate Reduction Tier based on the number of Full-time Positions reported or shown at the time of OTC renewal. However, Applicant will only qualify for the Utility Incentive Program for a maximum of three years, and any increase or decrease in the number of Full-time Positions at the time of renewal will only result in Applicant moving to year 2 or 3 of their new Rate Reduction Tier as determined by the number of Full-time Positions reported.

In the event of a change of ownership of an existing business registered with the City of Griffin, the new business owner must apply, or reapply if applicable, for the Utility Incentive Program. Assuming all other eligibility criteria are met, the new-owner Applicant shall be entitled to receive the rate reduction for the remainder of the three-year period for which the original New Local Business would have been eligible. However, under no circumstances will the rate reduction be provided for a business of the same name and type for more than three years.

Per Resolution adopted on May 24, 2022, City of Griffin will accept applications related to New Local Businesses created from July 1, 2021 through June 30, 2022 who did not qualify for a rate reduction under the terms of the former Utility Incentive Program. The City of Griffin reserves the right to terminate the Utility Incentive Program at any time.

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**ELIGIBLE APPLICANTS PLEASE COMPLETE THE INFORMATION BELOW:**

**Business Name:** _____

**Location:** _____ **Tax ID:** _____

**Business Owner:** _____ **Tentative Opening Date:** _____

**Business Owner Signature:** _____ **Today's Date:** _____

***Tax & License Signature:*** _____ ***Date:*** _____

## AGENDA ITEM SUMMARY

### ITEM SUMMARY:

Appoint a Voting Delegate for the Annual Membership Business Meeting of the Georgia Municipal Association at the 2022 GMA Annual Convention in Savannah, GA on Sunday, June 26, 2022.

### SPECIAL CONSIDERATIONS OR CONCERNS:

Each member city designates a voting delegate for the annual business meeting to be held on Sunday, June 26, 2022 from 4:00 to 5:15 p.m. Agenda items will include adoption of GMA's 2023 Legislative Policies, consideration of Proposed Amendments to the GMA Bylaws and election of GMA's 2022-2023 Officers and Board of Directors.

### STAFF RECOMMENDATION:

N/A

### FINANCIAL IMPACT:

N/A

**Submitted By:**

Susan Bartholomew

**Meeting Date:**

24/05/2022

**Reviewed By:**

Jessica O'Connor