AGENDA
Regular Scheduled Meeting
CITY OF GRIFFIN BOARD OF COMMISSIONERS
August 23, 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 a resolution to adopt the 2022 calendar year Tax Millage Rate at the rate of 7.083 mills. *City Manager Jessica O'Connor will address.*

CONSENT AGENDA

2. Consider agreement for biological monitoring of the Flint River raw water intake at Still Branch reservoir from Vanasse Hangen Brustlin, Inc., Single Source, in the amount of $5,985.00 for Still Branch WTP. *Director of Watershed Management, Brandon Lewis, will address.*

3. Consider the purchase of two 2023 Chevy Silverado 1500 Double Cab Trucks in the amount of $69,734.00 ($34,867.00 each) from Alan Jay Fleet Sales, under Sourcewell State Contract. *Public Works Director, Mariza Eller, will address.*

4. Consider the purchase of one John Deere Utility Tractor with Loader in the amount of $40,952.38 from SunSouth, under State Contract. *Public Works Director, Mariza Eller, will address.*

5. Consider a Task Order Form to the Master Services Agreement with Paragon Consulting Group, Inc. for Shoal Creek C&D Landfill Aerial Lidar Mapping in the amount of $10,875.00. *Director Of Solid Waste, Todd Ennis, will address.*

6. Consider an indemnity agreement and permit application with the Georgia Department of Transportation for a Flock camera on Meriwether Street (Highway 362). *Police Chief Michael Yates will address.*

7. Consider an engagement agreement with the Followell Company in the amount of $3,000.00 plus travel expenses to lead three diversity and inclusion classes for City of Griffin employees. *Human Resources Director, Stephanie Woods will address.*

8. Consider a lease agreement between City of Griffin and Griffin-Spalding United Way for Suite 501 in One

Griffin Center in the initial annual rent amount of $1,614.80. *Staff Attorney, Kelsey Carden, will address.*

REGULAR AGENDA

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

9. Consider the minutes of the City of Griffin Board of Commissioners' Regular Meeting on August 9, 2022.

10. Consider professional engineering agreement with Norfolk Southern Railroad for an engineering assessment of a Quiet Zone at the 13th Street railroad crossing in an amount totaling $16,500.00. *Planning and Development Director, Chad Jacobs will address.*

11. Consider a request from the Georgia Public Service Commission for the transfer of retail electric service for the property known as Griffin Village to Central Georgia EMC. *Electric Director, Jennifer Freeman will address.*

12. Consider a Resolution, per Sec. 2-190-Emergency Procurement of the Griffin Code of Ordinances, to ratify the purchase of 2,000 feet of 6 inch PVC Pipe in the amount of $27,000.00 from Ferguson Waterworks, lowest responsive bidder, and to ratify the procurement of Emergency Labor Services for installation of replacement water main on Hillandale Drive and Valley Road in the amount of $134,868.00 from Crawford Grading & Pipeline, Inc., lowest responsive bidder, and amend the budget accordingly. *Director of Watershed Management, Brandon Lewis, will address.*

CITY MANAGER'S REPORT

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

CITY ATTORNEY COMMENTS

CITY COMMISSIONER COMMENTS

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

ADJOURN

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

AGENDA ITEM SUMMARY

ITEM SUMMARY:

Receive comments regarding a resolution to adopt the 2022 calendar year Tax Millage Rate at the rate of 7.083 mills. *City Manager Jessica O'Connor will address.*

SPECIAL CONSIDERATIONS OR CONCERNS:

The City's calendar year 2022 net digest is $725,797,312 that reflects an increase of $74,010,362 from 2021. Reassessments of existing real property increased $84,487,862, and other changes decreased the digest by $10,477,500, including an increase in exemptions of $20,671,441. The rollback millage rate for 2022 is 6.258 mills, a decrease of 0.825 from the 2021 millage rate of 7.083 mills. The 2022 millage rate of 7.083 mills will generate a net levy of approximately $5,140,822. An estimated 90% collection rate would generate property tax income of approximately $4,626,740. The City of Griffin's FY 23 budget is based on property tax collections of $4,248,250; however, exorbitant inflation costs have affected the cost of fuel, equipment, supplies, contracted labor, and the retention of current city employees.

STAFF RECOMMENDATION:

Staff recommends the adoption of the current millage rate of 7.083 mills.

FINANCIAL IMPACT:

An estimated 90% collections at the rollback rate of 6.258 mills would result in a shortfall of $160,414 for FY23 budgeted revenue. An estimated 90% collections at the current millage rate of 7.083 mills would result in $4,626,740 compared to $4,248,250 as adopted in the FY 23 budget. However, the historic inflation rates currently being experienced have affected and will continue to affect the cost of fuel, equipment, supplies, contracted labor and the retention of current city employees.

Submitted By:
Amanda Carmichael

Meeting Date:
23/08/2022

Reviewed By:
Jessica O'Connor

ATTACHMENTS:
2022_PT-32.1_Computation_of_Millage_Rate_Rollback_and_Percentage_Increase_in_Property_Taxes Griffin Combined.xlsx
2022 Consolidation Sheet Griffin Combined.xlsx
FINAL Presentation 08.19.2022.pptx

PT-32.1 - Computation of MILLAGE RATE ROLLBACK AND PERCENTAGE INCREASE IN PROPERTY TAXES - 2022

COUNTY:	SPALDING	TAXING JURISDICTION:	GRIFFIN COMBINED

ENTER VALUES AND MILLAGE RATES FOR THE APPLICABLE TAX YEARS IN YELLOW HIGHLIGHTED BOXES BELOW

DESCRIPTION	2021 DIGEST	REASSESSMENT OF EXISTING REAL PROP	OTHER CHANGES TO TAXABLE DIGEST	2022 DIGEST
REAL	571,987,136	95,350,867	(24,919,094)	642,418,909
PERSONAL	116,300,720		24,586,816	140,887,536
MOTOR VEHICLES	4,520,650		(427,770)	4,092,880
MOBILE HOMES	0		0	0
TIMBER -100%	0		0	0
HEAVY DUTY EQUIP	46,280		90,984	137,264
GROSS DIGEST	692,854,786	95,350,867	(669,064)	787,536,589
EXEMPTIONS	41,067,836	10,863,005	9,808,436	61,739,277
NET DIGEST	651,786,950	84,487,862	(10,477,500)	725,797,312
	(PYD)	(RVA)	(NAG)	(CYD)

2021 MILLAGE RATE:	7.083	2022 MILLAGE RATE:	7.083

CALCULATION OF ROLLBACK RATE

DESCRIPTION	ABBREVIATION	AMOUNT	FORMULA
2021 Net Digest	PYD	651,786,950	
Net Value Added-Reassessment of Existing Real Property	RVA	84,487,862	
Other Net Changes to Taxable Digest	NAG	(10,477,500)	
2022 Net Digest	CYD	725,797,312	(PYD+RVA+NAG)
2021 Millage Rate	PYM	7.083	PYM
Millage Equivalent of Reassessed Value Added	ME	0.825	(RVA/CYD) * PYM
Rollback Millage Rate for 2022	RR - ROLLBACK RATE	6.258	PYM - ME

CALCULATION OF PERCENTAGE INCREASE IN PROPERTY TAXES

If the 2022 Proposed Millage Rate for this Taxing Jurisdiction exceeds Rollback Millage Rate computed above, this section will automatically calculate the amount of increase in property taxes that is part of the notice required in O.C.G.A. § 48-5-32.1(c) (2)

Rollback Millage Rate	6.258
2022 Millage Rate	7.083
Percentage Tax Increase	13.18%

CERTIFICATIONS

I hereby certify that the amount indicated above is an accurate accounting of the total net assessed value added by the reassessment of existing real property for the tax year for which this rollback millage rate is being computed.

Chairman, Board of Tax Assessors _____ Date

I hereby certify that the values shown above are an accurate representation of the digest values and exemption amounts for the applicable tax years.

Tax Collector or Tax Commissioner _____ Date

I hereby certify that the above is a true and correct computation of the rollback millage rate in accordance with O.C.G.A. § 48-5-32.1 for the taxing jurisdiction for tax year 2022 and that the final millage rate set by the authority of this taxing jurisdiction for tax year 2022 is _____

CHECK THE APPROPRIATE PARAGRAPH BELOW THAT APPLIES TO THIS TAXING JURISDICTION

☐ If the final millage rate set by the authority of the taxing jurisdiction for tax year 2022 exceeds the rollback rate, I certify that the required advertisements, notices, and public hearings have been conducted in accordance with O.C.G.A. §§ 48-5-32 and 48-5-32.1 as evidenced by the attached copies of the published "five year history and current digest" advertisement and the "Notice of Intent to Increase Taxes" showing the times and places when and where the required public hearings were held, and a copy of the press release provided to the local media.

☐ If the final millage rate set by the authority of the taxing jurisdiction for tax year 2022 does not exceed the rollback rate, I certify that the required "five year history and current digest" advertisement has been published in accordance with O.C.G.A. § 48-5-32 as evidenced by the attached copy of such advertised report.

Responsible Party _____ Title _____ Date

PT-10A(Rev. 1/2020) CONSOLIDATION A

COUNTY NAME:	SPALDING	COUNTY NO:	021	TAX DISTRICT NAME:	GRIFFIN COM

A - AGRICULTURAL

Code	Count	Acres	40% Value
A1	9		413,109
A3	1	2.07	7,368
A4	4	36.20	77,875
A5	6	278.78	466,989
A6	4		2,186
A9			
AA			
AB			
AF			
AI			
AZ			

B - BROWNFIELD

Code	Count	Acres	40% Value
B1			
B3			
B4			
B5			
B6			

C - COMMERCIAL

Code	Count	Acres	40% Value
C1	3,102	27.80	177,324,810
C3	1,040	693.83	46,998,422
C4	55	505.83	15,501,435
C5	5	328.90	3,022,640
C9			
CA	26		842,182
CB	4		41,160
CF	1,383		36,963,250
CI	1,236		29,053,493
CP	10		15,030,889
CZ	10		160,293

F - FOREST LAND (GRANT BASIS)

Code	Count	Acres	40% Value
F3			
F4			
F5			
F9			

H - HISTORIC

Code	Count	Acres	40% Value
H1			
H3			

I - INDUSTRIAL

Code	Count	Acres	40% Value
I1	307	58.43	25,457,073
I3	44	69.12	736,663
I4	37	374.34	3,067,192
I5	1	25.64	256,400
I9			
IA			
IB			
IF	22		27,120,879
II	19		3,050,591

J - FOREST LAND (DIGEST VALUE)

Code	Count	Acres	40% Value
J3			
J4			
J5			
J9			

P - PREFERENTIAL

Code	Count	Acres	40% Value
P3			
P4			
P5			
P6			

Q - QUALIFIED TIMBERLAND

Code	Count	Acres	40% Value
Q4			
Q5			

R - RESIDENTIAL

Code	Count	Acres	40% Value
R1	8,680		304,069,475
R3	8,162	3,240	55,574,814
R4	34	265	786,088
R5	8	152	340,699
R6	2,269		1,219,161
R9			
RA	25		304,068
RB	137		183,593
RF	23		151,442
RI	45		49,334
RZ			

T - RESIDENTIAL TRANSITIONAL

Code	Count	Acres	40% Value
T1			
T3			
T4			

U - PUBLIC UTILITY

Code	Count	Acres	40% Value
U1	1		63,805
U2	22	9.63	6,780,906
U3	9	7.15	6
U4	1	0.76	24,922
U5			
U9			
UA			
UB			
UF			
UZ			

V - CONSERVATION USE

Code	Count	Acres	40% Value
V3			
V4	4	60.56	146,442
V5	2	78.13	80,429
V6			

W - ENVI

Code	Count
W3	
W4	
W5	

PRO

Code	Count
SF	27
SJ	
SP	1,074
SN	
SV	6
STATE	
S1	1,528
S3	2
S5	59
S5Z	1
SD	
SG	
SS	3
LOCAL	
L10	19
L7	32
L7Z	1
L8	42
L8Z	4
LM6	8
LM6Z	86
LM7	16
LM7Z	141
LM8	21
LM8Z	344
LM9	1
LM10	3
LM0Z	29
LM11	2
LM1Z	26
LM12	6
LM2Z	56
LS6	15
LS6Z	90
LS7	6
LS7Z	97
LS8	6
LS8Z	139
TOTAL	3,890

E

Code	Count
E0	7
E1	832
E2	381
E3	114
E4	7
E5	30
E6	99
E7	
E8	2

IP	17		27,797,474		E9	39
IZ	3		138888		TOTAL	1,511

ND EVALUATION OF DIGEST 2022

MBINED	TAX DISTRICT #:	01, 05, 06, 999	TOTAL PARCEL COUNT:	26,767

RONMENTALLY SENSITIVE	
Acres	40% Value

PERTY EXEMPTIONS	
M&O AMT	BOND AMT
42,828,363	
851,975	
188,871	
HOMESTEAD EXEMPTIONS	
6,111,386	
8,000	
4,484,182	
101,754	
105,357	
HOMESTEAD EXEMPTIONS	
76,000	
1,176,840	
11,157	
1,224,027	
203,365	
32,000	
344,000	
64,000	
564,000	
84,000	
1,376,000	
4,000	
12,000	
116,000	
8,000	
104,000	
24,000	
224,000	
60,000	
360,000	
24,000	
388,000	
24,000	
556,000	
61,739,277	

XEMPT PROPERTY
40% Value
132,798
62,959,627
28,722,179
3,590,673
532,361
17,674,247
26,957,078
72,340

SUMMARY

PROPERTY CLASS	COUNT	ACRES	ASSESSED VALUE
A - Agricultural	24	317.05	967,527
B - Brownfield			
C - Commercial	6,871	1,556	324,938,574
H - Historic			
I - Industrial	450	528	87,625,160
J - Forest Land Cons. Use			
P - Preferential			
Q - Qualified Timberland			
R - Residential	19,383	3,657.33	362,678,674
T - Res Transitional			
U - Public Utility	33	18	6,869,639
V - Conservation Use	6	138.69	226,871
W - Envir Sensitive			
Motor Vehicle			4,092,880
Mobile Home			
Heavy Duty Equip.			137,264
Timber - 100%			
GROSS DIGEST TOTAL	26,767	6,215	787,536,589
Exemptions - M&O	3,890		61,739,277
Net M&O Digest Value			725,797,312
Exemptions - Bond	3,890		
Net Bond Digest Value			

LEVY TYPE	MILLAGE	NET DIGEST VALUE	TAX
M & O	7.083	725,797,312	5,140,822.36
BOND			

I, _____, receiver of tax returns in and for said county, do hereby certify that the above and foregoing is a true and correct consolidation of all tax returns received from the taxpayer (or assessed against defaulters) in said county of _____ for the year _____, and duplicate digests have been made and delivered to the county governing authority and tax collector of said county as required by law.

Witness my hand and official signature, this ____ day of _____, 20____.

_____
Receiver of Returns

5,779,788	
146,421,091	

Millage Rate Discussion

City of Griffin

Board of Commissioners Workshop

August 23, 2022

Historical Millage Rates

- 2012 – 8.64
- 2013 – 8.64
- 2014 – 8.4
- 2015 – 7.889
- 2016 – 7.771
- 2017 – 7.771
- 2018 – 7.639
- 2019 – 7.083
- 2020 – 7.083
- 2021 – 7.083
- 2022 – Proposed 7.083

2021 Digest vs. 2022 Digest

- 2021 Net Digest - $651,786,950
- 2022 Net Digest - $725,797,312
- 2021 Reassessments & Other Digest Changes - $33,333,385
- 2022 Reassessments & Other Digest Changes - $74,010,362

- Current Millage Rate – 7.083 mills
- Rollback Rate - 6.258 mills

Revenue Budgeted for FY2023 - $4,248,250

(FY22 - $4,204,500)

Rollback Rate – 6.258

@100% Collections = $4,542,040

@95% Collections = $4,314,938

@90% Collections = $4,087,836

Revenue Budgeted for FY2023 - $4,248,250

(FY22 - $4,204,500)

Current Rate – 7.083

@100% Collections = $5,140,822

@95% Collections = $4,883,781

@90% Collections = $4,626,740

Revenue Budgeted for FY2023 - $4,248,250

Current Rate – 7.083 @100% collections = $5,140,822 (FY22 - $4,204,500)

Actual collections for last tax year = $4,144,008 (89.8%)

If collections remain at 89.8% for FY23, then total property tax revenue is $4,616,458

GREAT NEWS!!, except.....

Unbudgeted, Inflationary Expenses in FY23 (Already incurred)

- Equipment/Supply Costs
  - OGC Access Control – Increased 18.3%
  - Fire Turnout Gear – Increased 31.8%
  - PD Boots – Increased 27.3%
  - W/WW Filter Cloths – Increased 38.1%
  - Transformers – Increased 99.8%
- Labor Costs
  - Overtime in GPD – Increased 50.9% in FY22
  - Contracted Polygraph Testing – Increased 11.1%
  - Contracted Landfill Analytics – Increased 41.6%
  - Contracted Senior Engineer – Increased 20.7%
  - Compensation Study

Compensation Study – Preliminary Figures

- To bring our employees to the minimum of the average (50th percentile) of market study:

Cost by Department	
Department	**Capped Range Placement**
Total Cost	$1,365,584.36
Electric Utility	$186,936.01
General	$253,180.28
WATER AND WASTE	$215,562.38
Solid Waste Fund	$69,366.13
Stormwater Fund	$37,250.08
BRANCH	$14,955.71
Maintenance Shop	$25,885.21
Airport	$8,927.94
Telecommunication	$3,437.71
General-F	$280,325.80
General-P	$269,757.10

General Fund FY23

- Revenue budgeted for Property Tax FY23 - $4,248,250
- Expenses budgeted for FY23 - $35,441,203
  - Services - $24,448,630
  - Supplies - $5,346,657
  - Other Charges - $5,645,916
- Compensation study implementation is not included in these figures! (General fund alone is ~$1,000,000 not including benefits.)

AGENDA ITEM SUMMARY

ITEM SUMMARY:

Consider agreement for biological monitoring of the Flint River raw water intake at Still Branch reservoir from Vanasse Hangen Brustlin, Inc., Single Source, in the amount of $5,985.00 for Still Branch WTP. *Director of Watershed Management, Brandon Lewis, will address.*

SPECIAL CONSIDERATIONS OR CONCERNS:

The City of Griffin has constructed a water supply reservoir adjacent to the Flint River in Pike County, Georgia. Biological monitoring is required in the vicinity of the site (i.e., flow station near the project) to satisfy the requirements of the United States Army Corps of Engineers (USACE) Section 404 Permit. The study area was located immediately downstream of the water/reservoir intake and approximately 1,500 feet upstream of the reservoir outflow. The permit requires that sampling/monitoring be conducted each October, water levels permitting, and includes habitat, periphyton, benthic macroinvertebrates, and fish. Monitoring generally is to follow United States Environmental Protection Agency's (USEPA's) Rapid Bioassessment Protocol (EPA 841-B-99-002).

STAFF RECOMMENDATION:

Staff recommends approval.

FINANCIAL IMPACT:

FY 2022-2023 funds budgeted in 505-4432-52-1300 in the amount of $70,450.00. This agreement is for $5,985.00.

Submitted By:
Brandon Lewis

Meeting Date:
23/08/2022

Reviewed By:
Jessica O'Connor

ATTACHMENTS:
CA w Terms-Flint River Intake-VHB signed with AJW revisions 8-15-22.pdf
FY23 Sole Source-VHB-Intake Monitoring.pdf

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** 6.14.22

☐ **Amendment No.** **Project No.** 84323.22/U152582

Project Name **Biological Monitoring**
Flint River Intake
Griffin, GA 30224

To:		**Cost Estimate**	**Amendment**	**Contract Total**
	Mr. Brandon M. Lewis City of Griffin 100 S. Hill Street Griffin, GA 30223 Email: blewis@cityofgriffin.com	Biological Monitoring (Lump Sum)		$5985

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).

PROJECT DESCRIPTION

Sampling/monitoring will be conducted for habitat, periphyton and benthic macroinvertebrates. Sampling protocol will be based on USEPA's Rapid Bioassessment Protocol (Barbour *et al.*, 1999). Extensive work has been done in Georgia by the Department of Natural Resources to refine Barbour *et al.* to conditions and biota within the state; therefore, biological monitoring of the site will be conducted under methods outlined in the *Georgia Draft Standard Operating Procedures: Freshwater Macroinvertebrate Biological Assessment* (GDNR, 2004). Prior to biological surveys, water quality will be measured using a YSI Professional Plus meter and assessed via *in situ* measurements of the following parameters: water temperature, dissolved oxygen (DO), pH, turbidity, specific conductance, and salinity.

SCOPE OF SERVICES

Physical Habitat Assessment

Habitat assessments will be conducted at the site in accordance with the Georgia DNR protocol using the Habitat Assessment Worksheet (HAW) for riffle/run prevalent streams. The worksheet requires visual evaluation of physical habitat parameters, including instream cover, substrate, channel morphology and flow, bank stability and vegetation, and riparian zone condition. The HAW worksheet has ten Habitat Parameters (HP's). Assessing habitat allows the quality of the structure of the surrounding habitat that influences water quality and condition of the aquatic biota to be evaluated and may aid in identifying non-water quality affiliated factors of biological impairment, if present.

At the site, all individual habitat parameters will be scored (values of 0-20 or 0-10, depending on the parameter), and a total score will be obtained. Habitat parameters will be evaluated by two trained assessors, and an average of the two scores will be calculated to produce a total habitat score at the site. The average habitat score will be then used to derive an ecological condition rating. Under the GDNR protocol, the condition ratings are interpreted as follows: optimal- meets natural expectations, suboptimal- less than desirable but satisfies expectations in most areas, marginal- moderate levels of degradation with severe degradation at frequent intervals in areas, and poor- substantially altered with severe degradation.

Periphyton Community Assessment

Periphyton will be collected using a section of 2-inch diameter (3.14 in^2) PVC pipe ring. Samples will be collected by placing the ring over representative substrates and gently scraping the surface. A total of 10 (sub)samples will be collected and composited into a single sample for analysis; collections will be made from 3 large woody debris, 3 sand, and 4 rock substrates in riffles, runs and pools. A variety of representative habitats will be sampled in a variety of flow regimes and depths.

The sample will be analyzed in the laboratory using a light microscope. Species will be identified to the lowest practicable taxon. Metrics calculated included species richness, number of genera, number of divisions, Shannon Diversity (for diatoms), Pollution Tolerance Index (for diatoms), percent *Acthnanthes minutissima*, percent aberrant diatoms, and percent motile diatoms. These metrics are generally used to characterize biotic integrity (Barbour *et al.*, 1999).

In general, species richness, number of genera, number of divisions, and Shannon Diversity are highest in areas with good water quality and higher biotic integrity. Species richness can be depressed by naturally occurring factors, such as low nutrients or light. Conversely, slight increases in nutrient enrichment due to anthropogenic activities can increase species richness in headwater or naturally unproductive streams. In some instances, the total number of genera may provide a better measure of diversity than species richness due to the large number of the closely related species in some genera which may artificially inflate species richness. Shannon diversity includes both the number of species in a sample and the distribution of individuals (evenness), but these factors may vary independently and complexly with water pollution. The PTI is similar to the Hilsenhoff Biotic Index for macroinvertebrates and ranges from "1" (most tolerant/polluted) to "3" (most sensitive/least polluted) (KDEP, 2002). *Acthnanthes minutissima* are a pioneering species and is often present immediately after a disturbance, *e.g.*, scour flow or toxic pollutant episode. Percent presence of this species below 25%, however, generally is considered to have no disturbance (Barbour *et al.*, 1999). The percent of aberrant diatoms indicates anomalies in cell structures and has been correlated with heavy metal contamination in streams (McFarland *et al.*, 1997). The percent motile diatoms metric is considered an index of siltation. A greater percentage of motile diatoms (genera *Navicula, Nitzschia,* and *Surirella*) indicates a greater amount and frequency of siltation.

Benthic Macroinvertebrate Community Assessment

The benthic macroinvertebrate community will be assessed under a modified Georgia Bioassessment Protocol (GBP) (GDNR, 2004). Standardized semi-quantitative sampling for macroinvertebrates will be conducted at the study site for a variety of habitat types, including riffles, undercut banks/roots, woody debris, sand, and leaf packs/coarse particulate organic matter (CPOM). Sampling generally consisted of collecting 20 jabs or kicks (+3, depending on presence of macrophytes) within the survey reach. Jabs and kicks cover a linear distance of approximately one meter. In high gradient streams, the following numbers of jabs/kicks are collected (if present): 6 in riffle habitat (split between faster and slower currents), 5 in woody debris, 3 in undercut banks/roots, and 3 in the sandy areas. If a habitat type is absent or not sufficient to supply the full compliment of jabs/kicks, these are allocated evenly between the other habitat types.

Starting in 2005, macroinvertebrate sampling will be slightly different than the previous years' sampling due to the re-allocation procedure. Previous to 2005, habitat jabs/kicks would not be re-allocated if a habitat type will be missing or sparse; the overall sampling procedures are fairly similar and represent comparable efforts.

"D" frame dip nets with a 500-micron mesh will be used for all sampling. Samples will be composited into a single container at each site for preservation and transport to the laboratory for analysis and data evaluation. Macroinvertebrates will be taxonomically identified and enumerated.

The Benthic Index of Stream Integrity (BISI) will be used to evaluate the macroinvertebrate data. The BISI will be developed in 1999 for use in the Piedmont Ecoregion of Georgia (Kristen Sanford [GEPD], personal communication, 2002). The BISI uses seven metrics for assessment scoring: 1) percent EPT, 2) percent Chironomidae, 3) percent Scrapers, 4) number of Clinger taxa, 5) number of EPT taxa, 6) HBI/NCBI, and 7) number of Shredder taxa. Scores are based on the absolute values for each metric and are reflective of each metric's response to a stressor. The percent Chironomidae and NCBI increase with stress to the system; whereas, percent EPT, percent Scrapers, number of Clinger taxa, number of EPT taxa, and the number of Shredder taxa decrease with system stress.

Fish Community Assessment

The GDNR protocol stipulates that the sampling reach be 35 times the average width of the stream. At this site, however, only approximately 100 meters of the river in the shoal area will be wadeable. The sampling reach for this monitoring effort, therefore, will be approximately 100 meters. Sampling will be conducted using electrofishing. Due to the large size of the river, fish will be sampled using a towboat unit. A Smith-Root 5.0 GPP system will be placed in a canoe, and two anodes will be utilized. A 4-person crew performed the sampling.

Fish will be stunned with electric pulses from the electrofishing system and collected with dip nets. Sampling generally will be conducted in a downstream to upstream manner to minimize disturbance and turbidity. Electrofishing will be used in all habitat types. During electrofishing, stunned fish will be netted and placed into a bucket with well-aerated water until processing. Collected fish will be identified, enumerated, and released alive. Specimens that will be unable to be definitively identified in the field will be preserved in 10% formalin solution and taken to the laboratory for identification.

The original baseline fish community assessment will be performed using the Index of Biotic Integrity (IBI) developed for fish communities in the Piedmont Ecoregion of Georgia in 2000 (GDNR, 2000). Under that protocol, twelve scoring metrics are used for assessing biotic integrity, assigning a value of 1, 3, or 5 for each metric and summing these values for a total IBI score at each site. Additionally, a correction factor will be included for sites with diseased/anomalic individuals. Scoring is based on criteria relative to reference site data and from fixed criteria for a particular ecoregion and also is dependent on-stream drainage area. Scoring criteria for metrics #1-#6, #8, #10, and #12 are sensitive to the drainage areas of the streams at the monitoring locations (Appendix A). Scoring criteria for the other metrics are included in Table 4. The DNR protocol is based on five integrity or quality classes (Table 5). This version of the IBI is a modification of the USEPA Rapid Bioassessment Protocol V (Plafkin *et al*., 1989). The USEPA and GDNR versions of the IBI are based on the original premise of the IBI developed by Karr (1981).

SERVICES NOT INCLUDED

The following services have not been included in this Agreement at this time:

- No meetings

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 per the table below. VHB will notify the client via email if any non-wadeable stream work is required by project conditions. VHB will invoice monthly based on a percent complete.

Task	**Compensation**
Biological Monitoring -Flint River Intake	$5985.00
Total	**$5,985.00**

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 Murphy
Title Principal

Date 6.14.22

Client Authorization *(Please sign original and return)*

By _____

Title Mayor

Date _____

Attest:_____
Jessica W. O'Connor, Secretary

APPROVED AS TO FORM
THIS _____ DAY OF_____, _____
BY: _____
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.

INDEMNITY. To the extent allowed by law, if any, 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 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.

CITY OF GRIFFIN
FY23 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: Biological Monitoring of Flint River Intake

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

VHB (Formerly CCR) established our watershed protection plan and has provided this service for 19 years.

Supplier/Source Name/Address: **Vanasse Hangen Brustlin, Inc.**

1355 Peachtree St, NE, Suite 100 Atlanta, GA 30309

Supplier/Source Contact: **Chris Crow** **Phone:** **404-214-6745**

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?

Biological Monitoring of Flint River intake for Still Branch WTP raw water withdrawal and US Corps of Engineers permits.

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

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.

VHB (formerly CCR) has provided this service for 19 years to Griffin. They also provide stream monitoring services for the Stormwater department. The annual report produced is a continued narrative of Griffin's surface water withdrawal impact on the Flint River ecology.

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:	8/17/2022	Requestor:	Brandon Lewis		
Department:	Watershed Manageme	Dept Accting Code:	505-4432-52-1300	Phone:	770-229-6424

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.

AGENDA ITEM SUMMARY

ITEM SUMMARY:

Consider the purchase of two 2023 Chevy Silverado 1500 Double Cab Trucks in the amount of $69,734.00 ($34,867.00 each) from Alan Jay Fleet Sales, under Sourcewell State Contract. *Public Works Director, Mariza Eller, will address.*

SPECIAL CONSIDERATIONS OR CONCERNS:

The 2023 Chevy Silverado 1500 Double Cab Trucks will be purchased under Sourcewell Contract #2023-091521-NAF. Due to the cost of maintenance with aging fleet, the cost of maintenance on the Fleet Manager's and Facilities Supervisor's vehicles are rising. By purchasing the new trucks, this will help keep costs of maintenance down.

STAFF RECOMMENDATION:

Staff recommends approval.

FINANCIAL IMPACT:

The FY2023 budget includes Capital Items funding within the Motor Pool (601-4800-54-2200) and Facilities (101-1665-54-2200) budget for a 2023 Chevy Silverado truck with allocated funds totaling the amount of $70,000.00 ($35,000.00 for each vehicle). The purchase total combined comes in under budget for a combined amount of $69,734.00. This will be purchased under Sourcewell Contract #2023-091521-NAF.

Submitted By:
Mariza Eller

Meeting Date:
23/08/2022

Reviewed By:
Jessica O'Connor

ATTACHMENTS:
Motor Pool Truck Purchase.pdf
Facilities Truck Purchase.pdf

Griffin
Growing, TOGETHER

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

DATE: 8/9/22

Purchase Order No. _____

Contract # and Expiration: _____

FY23 VEHICLE FLEET PO

Contract With: _____

Vendor No. _____

Vendor Name & Address

Alan Jay Fleet Sales
PO Box 9200
Sebring, FL 33871
matt.forte@alanjay.com
Ph: 904-505-9682 Fax:

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: Mariza Eller *Kelvin Hopper / Motor Pool*
Phone: 770-229-6423 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)

- - 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
2023 Chevy Silverado 1500 Double Cab 2WD	601 - 4800 - 54 - 2200 - 0000	1	each	34,867.00	34,867.00
	- - - -				
	- - - -				
	- - - -				
	- - - -				
	- - - -				
UNIT NO. of asset being surplused:		ARF attached?		**TOTAL $**	**34,867.00**
CAPITAL PROJ#: CP2023-4800-6-24	601 - 4800 - 54 - 9999 - 0000				-34,867.00
	601 - 0000 - 11 - 7501 - 0000				34,867.00
Note: All deliveries are to be made to authorized COG Motorpool				****TOTAL $**	**34,867.00**

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):**

		APPROVALS	
	Dept request		
	Agenda item copy		
	Fleet authorization	**Dept / Requestor / Date**	**Purchasing / Date**
	Leinholder info	Mariza Eller	
	Order (cc PF,SW,rqstr)		
	Invoicing/Delivery	**Department Mgr / Date**	**Finance Director / Date**
	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

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 damage.

ALAN JAY FLEET SALES

Call Us first, for all of your Fleet Automotive, & Light Truck needs.

Sourcewell Formerly NJPA
Awarded Contract

PHONE (800) ALANJAY (252-6529)		DIRECT 863-402-4216		WWW.ALANJAY.COM	Quote 39535-1
Corporate Office	2003 U.S. 27 South Sebring, FL 33870	MOBILE 904-505-9682 FAX 863-402-4221		Mailing Address	P.O. BOX 9200 Sebring, FL 33871-9200

ORIGINAL QUOTE DATE
8/4/2022

QUICK QUOTE SHEET

REVISED QUOTE DATE
8/9/2022

REQUESTING AGENCY	**GRIFFIN, CITY OF**			
CONTACT PERSON	**SHERRI HUGGINS**		EMAIL	SHUGGINS@CITYOFGRIFFIN.COM
PHONE	**470-497-3457**	MOBILE		FAX

SOURCEWELL (FORMERLY NJPA) CONTRACT # 2023 091521-NAF & 060920-NAF **www.NationalAutoFleetGroup.com**

MODEL CC10753 1WT — **MSRP** $38,900.00

2023 CHEVY SILVERADO 1500 DOUBLE CAB 2WD 6.5' BED WORK TRUCK 147"WB

CUSTOMER ID

BASE VEHICLE PRICE $32,797.00

BED LENGTH	6.5' BED

*** All vehicles will be ordered white w/ darkest interior unless clearly stated otherwise on purchase order.*

FACTORY OPTIONS	DESCRIPTION	
GAZ H2G	EXTERIOR COLOR SUMMIT WHITE WITH JET BLACK VINYL INTERIOR.	$0.00
L3B MQE	Engine, 2.7L Turbo with Transmission, 8-speed automatic, electronically controlled, also requires the following add options; (310 hp [231 kW] @ 5600 rpm, 348 lb-ft of torque [471 Nm] @ 1500 rpm)(Requires (PEB) WT Value Package, (PCV) WT Convenience Package or (PEF) Work Truck 2.7L Fleet Package, (H1T) or (H0U) Jet Black cloth interior, (C4P) semi-automatic air conditioning, (UE1) OnStar, (KI4) 120-volt power outlet and (KC9) 120-volt bed mounted power outlet.Includes (MQE) 8-speed automatic transmission and (KW5) 220-amp alternator. Included with (PEF) Work Truck 2.7L Fleet Package. Not available with (Z71) Z71 Off-Road Package, (PQA) WT Safety Package, (UD7) Rear Park Assist, (VYU) Snow Plow Prep Package or (ZW9) pickup bed delete.)*GROSS*	$0.00
PEB	WT Value Package includes: (PCV) WT Convenience Package (When (ZW9) pickup bed delete is ordered, (QT5) EZ Lift power lock and release tailgate is deleted.) includes (AQQ) Remote Keyless Entry, (QT5) EZ Lift power lock and release tailgate, (AKO) tinted windows, (C49) rear-window defogger, (K34) cruise control and (DLF) power mirrors(When ordered with (PQA) WT Safety Package, (DLF) power mirrors include (UKC) Lane Change Alert with Side Blind Zone Alert and (DP6) high-gloss mirror caps.Not available with (ZLQ) WT Fleet Convenience Package.(DLF) mirrors are upgradeable to (DPO) trailer mirrors.) and (Z82) Trailering Package(Not available with (ZLQ) WT Fleet Convenience Package or (ZW9) pickup bed delete.)	$1,185.00
PCV	***(Included When Ordering with PEB)*** WT Convenience Package includes (AQQ) Remote Keyless Entry, (QT5) EZ Lift power lock and release tailgate, (AKO) tinted windows, (C49) rear-window defogger, (K34) cruise control, (DLF) power mirrors; (When ordered with (PQA) WT Safety Package, (DLF) power mirrors include (UKC) Lane Change Alert with Side Blind Zone Alert and (DP6) high-gloss mirror caps. Not available with (ZLQ) WT Fleet Convenience Package. (DLF) mirrors are upgradeable to (DPO) trailer mirrors.)	$0.00
JL1	Trailer brake controller, integrated	$270.00
VQO	LPO, BLACK ASSIST STEP.	$490.00
5H1	2 ADDITIONAL KEYS FACTORY CUT DEALER PROGRAMMED	$125.00
VK3	FRONT LICENSE PLATE BRACKET FACTORY ORDERED	$0.00
	FACTORY OPTIONS	**$2,070.00**

CONTRACT OPTIONS	DESCRIPTION	
NO-TEMP	TEMP TAG NOT REQUESTED, CUSTOMER WILL HANDLE THEIR OWN TAG WORK.	$0.00
	CONTRACT OPTIONS	**$0.00**

ALAN JAY FLEET SALES

Sourcewell Formerly NJPA
Awarded Contract

SOURCEWELL (FORMERLY NJPA) CONTRACT # 2023 091521-NAF & 060920-NAF www.NationalAutoFleetGroup.com

VEHICLE TOTAL	$34,867.00
MSRP DISCOUNT	18.5%
ACCESSORY TOTAL	$0.00
CUSTOMER PRICE	$34,867.00
TRADE IN	$0.00
TOTAL COST LESS TRADE IN(S) QTY 1	$34,867.00

YES WE TAKE TRADE INS ~~~ ASK ABOUT MUNICIPAL FINANCING ~~~

Estimated Annual payments for 60 months paid in advance: $7,808.77
Municipal finance for any essential use vehicle, requires lender approval, WAC.

Comments QUOTE SUBJECT TO FACTORY ORDER ACCEPTANCE or 30 DAYS

VEHICLE QUOTED BY **MATT FORTE** GOVERNMENT ACCOUNT MANAGER matt.forte@alanjay.com

"I Want to be Your Fleet Provider"

I appreciate the opportunity to submit this quotation. Please review it carefully. If there are any errors or changes, please feel free to contact me at any time. I am always happy to be of assistance.

Vehicle: [Fleet] 2023 Chevrolet Silverado 1500 (CC10753) 2WD Double Cab 147" Work Truck (✔ Complete)



Note:Photo may not represent exact vehicle or selected equipment.

Window Sticker

SUMMARY

[Fleet] 2023 Chevrolet Silverado 1500 (CC10753) 2WD Double Cab 147" Work Truck

Interior:Jet Black, Vinyl seat trim

Exterior 1:Summit White

Exterior 2:No color has been selected.

Engine, 2.7L Turbo High-Output

Transmission, 8-speed automatic, electronically controlled

OPTIONS

CODE	MODEL		MSRP
CC10753	[Fleet] 2023 Chevrolet Silverado 1500 (CC10753) 2WD Double Cab 147" Work Truck		
	OPTIONS		
1WT	Work Truck Preferred Equipment Group		$0.00
5H1	Key equipment, two additional key fobs		
AKO	Glass, deep-tinted	Inc.	
AZ3	Seats, front 40/20/40 split-bench		$0.00
C49	Defogger, rear-window electric	Inc.	
CTT	Hitch Guidance	Inc.	
DLF	Mirrors, outside heated power-adjustable	Inc.	

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Vehicle: [Fleet] 2023 Chevrolet Silverado 1500 (CC10753) 2WD Double Cab 147" Work Truck (✔ Complete)

FE9	Emissions, Federal requirements		$0.00
GAZ	Summit White		$0.00
GU6	Rear axle, 3.42 ratio		$0.00
H2G	Jet Black, Vinyl seat trim		$0.00
IOR	Audio system, Chevrolet Infotainment 3 system		$0.00
JL1	Trailer brake controller, integrated		
K34	Cruise control, electronic	Inc.	
L3B	Engine, 2.7L Turbo High-Output		$0.00
MQE	Transmission, 8-speed automatic, electronically controlled		$0.00
PCV	WT Convenience Package	Inc.	
PEB	WT Value Package		
QBN	Tires, 255/70R17 all-season, blackwall		$0.00
QBR	Tire, spare 255/70R17 all-season, blackwall		$0.00
R7N	Not Equipped with Steering Column Lock, see dealer for details		
RD6	Wheels, 17" x 8" (43.2 cm x 20.3 cm) Ultra Silver painted steel		$0.00
VK3	License plate kit, front		$0.00
VQ2	Fleet Processing Option		$0.00
VQO	LPO, Black work step		
Z82	Trailering Package	Inc.	
___	Option/package discount		
	SUBTOTAL		
	Adjustments Total		$0.00
	Destination Charge		
	TOTAL PRICE		

FUEL ECONOMY

Est City:19 (2022) MPG

Est Highway:22 (2022) MPG

Est Highway Cruising Range:528.00 mi

Standard Equipment

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Vehicle: [Fleet] 2023 Chevrolet Silverado 1500 (CC10753) 2WD Double Cab 147" Work Truck (✔ Complete)

Package

Chevy Safety Assist includes (UHY) Automatic Emergency Braking, (UKJ) Front Pedestrian Braking, (UHX) Lane Keep Assist with Lane Departure Warning, (UE4) Following Distance Indicator, (UEU) Forward Collision Alert and (TQ5) IntelliBeam

Mechanical

Durabed, pickup bed

Engine, 2.7L Turbo High-Output (310 hp [231 kW] @ 5600 rpm, 430 lb-ft of torque [583 Nm] @ 3000 rpm) (STD) (Not available with (Z71) Z71 Off-Road Package, (VYU) Snow Plow Prep Package or (ZW9) pickup bed delete.)

Transmission, 8-speed automatic, electronically controlled with overdrive and tow/haul mode. Includes Cruise Grade Braking and Powertrain Grade Braking (STD) (Included and only available with (L3B) 2.7L Turbo engine.)

GVWR, 6800 lbs. (3084 kg) (Requires 2WD model with (L3B) 2.7L Turbo engine or Double Cab or Regular Cab Long Bed 2WD model and (L84) 5.3L EcoTec3 V8 engine.)

Rear axle, 3.42 ratio

Push Button Start

Automatic Stop/Start (Not available with (5W4) Special Services Package, (9C1) Police Pursuit Package or (FHS) E85 FlexFuel capability.)

Rear wheel drive

Battery, heavy-duty 730 cold-cranking amps/80 Amp-hr, maintenance-free with rundown protection and retained accessory power

Alternator, 220 amps (Included with (L3B) 2.7L Turbo engine, (VYU) Snow Plow Prep Package, (5W4) Special Service Package or (9C1) Police Pursuit Package.)

Frame, fully-boxed, hydroformed front section

Suspension Package, Standard

Steering, Electric Power Steering (EPS) assist, rack-and-pinion

Brakes, 4-wheel antilock, 4-wheel disc with DURALIFE rotors

Brake lining wear indicator

Capless Fuel Fill

Exhaust, single outlet

Exterior

Wheels, 17" x 8" (43.2 cm x 20.3 cm) Ultra Silver painted steel (STD)

Tires, 255/70R17 all-season, blackwall (STD)

Tire, spare 255/70R17 all-season, blackwall (STD) (Included with (QBN) 255/70R17 all-season, blackwall tires.)

Wheel, 17" x 8" (43.2 cm x 20.3 cm) full-size, steel spare

Tire carrier lock, keyed cylinder lock that utilizes same key as ignition and door

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Exterior

Bumpers, front, Black (semi-gloss)

Bumpers, rear, Black (semi-gloss)

CornerStep, rear bumper

Cargo tie downs (12), fixed rated at 500 lbs per corner

Headlamps, halogen reflector with halogen Daytime Running Lamps

IntelliBeam, automatic high beam on/off

Lamps, cargo area, cab mounted integrated with center high mount stop lamp, with switch in bank on left side of steering wheel (incandescent on Regular Cab models, LED on Crew Cab and Double Cab models)

Taillamps with incandescent tail, stop and reverse lights

Mirrors, outside manual, Black (Standard on Crew Cab and Double Cab models only. Not available on Regular Cab models.)

Glass, solar absorbing, tinted

Door handles, Black

Tailgate and bed rail protection cap, top

Tailgate, standard

Tailgate, locking utilizes same key as ignition and door (Removed when (QT5) EZ Lift power lock and release tailgate is ordered.)

Tailgate, gate function manual, no EZ Lift

Entertainment

Audio system, Chevrolet Infotainment 3 system 7" diagonal color touchscreen, AM/FM stereo. Additional features for compatible phones include: Bluetooth audio streaming for 2 active devices, voice command pass-through to phone, wired Apple CarPlay and Android Auto capable. (STD)

Audio system feature, 6-speaker system (Requires Crew Cab or Double Cab model.)

Bluetooth for phone, connectivity to vehicle infotainment system

Interior

Seats, front 40/20/40 split-bench with covered armrest storage and under-seat storage (lockable) (STD)

Seat trim, Vinyl

Seat adjuster, driver 4-way manual

Seat adjuster, passenger 4-way manual

Seat, rear 60/40 folding bench (folds up), 3-passenger (includes child seat top tether anchor) (Requires Crew Cab or Double Cab model.)

Floor covering, rubberized-vinyl (Not available with LPO floor liners.)

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Interior

Steering wheel, urethane

Steering column, Tilt-Wheel, manual with wheel locking security feature

Instrument cluster, 6-gauge cluster featuring speedometer, fuel level, engine temperature, tachometer, voltage and oil pressure

Driver Information Center, 3.5" diagonal monochromatic display

Exterior Temperature Display located in radio display

Rear Seat Reminder (Requires Crew Cab or Double Cab model.)

Window, power front, drivers express up/down

Window, power front, passenger express down

Windows, power rear, express down (Not available with Regular Cab models.)

Door locks, power

Remote Keyless Entry, with 2 transmitters

Power outlet, front auxiliary, 12-volt

USB Ports, 2, Charge/Data ports located on instrument panel

Air conditioning, single-zone manual

Air vents, rear, heating/cooling (Not available on Regular Cab models.)

Mirror, inside rearview, manual tilt

Assist handles front A-pillar mounted for driver and passenger, rear B-pillar mounted

Safety-Mechanical

Automatic Emergency Braking

Front Pedestrian Braking

StabiliTrak, stability control system with Proactive Roll Avoidance and traction control, includes electronic trailer sway control and hill start assist

Safety-Exterior

Daytime Running Lamps with automatic exterior lamp control

Safety-Interior

Airbags, dual-stage frontal airbags for driver and front outboard passenger; Seat-mounted side-impact airbags for driver and front outboard passenger; Head-curtain airbags for front and rear outboard seating positions; Includes front outboard Passenger Sensing System for frontal outboard passenger airbag (Always use seat belts and child restraints. Children are safer when properly secured in a rear seat in the appropriate child restraint. See the Owner's Manual for more information.)

HD Rear Vision Camera

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Safety-Interior

Lane Keep Assist with Lane Departure Warning

Following Distance Indicator

Forward Collision Alert

Teen Driver a configurable feature that lets you activate customizable vehicle settings associated with a key fob, to help encourage safe driving behavior. It can limit certain available vehicle features, and it prevents certain safety systems from being turned off. An in-vehicle report card gives you information on driving habits and helps you to continue to coach your new driver

Buckle to Drive prevents vehicle from being shifted out of Park until driver seat belt is fastened; times out after 20 seconds and encourages seat belt use, can be turned on and off in Settings menu

Tire Pressure Monitoring System, auto learn includes Tire Fill Alert (does not apply to spare tire)

WARRANTY

Warranty Note: <<< Preliminary 2023 Warranty >>>
Basic Years: 3
Basic Miles/km: 36,000
Drivetrain Years: 5
Drivetrain Miles/km: 60,000
Drivetrain Note: HD Duramax Diesel: 5 Years/100,000 Miles; Qualified Fleet Purchases: 5 Years/100,000 Miles
Corrosion Years (Rust-Through): 6
Corrosion Years: 3
Corrosion Miles/km (Rust-Through): 100,000
Corrosion Miles/km: 36,000
Roadside Assistance Years: 5
Roadside Assistance Miles/km: 60,000
Roadside Assistance Note: HD Duramax Diesel: 5 Years/100,000 Miles; Qualified Fleet Purchases: 5 Years/100,000 Miles
Maintenance Note: 1 Year/1 Visit

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Griffin
Growing, TOGETHER

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

DATE: 8/9/22

Purchase Order No. _____

Contract # and Expiration: _____

FY23 VEHICLE FLEET PO

Contract With: _____

Vendor No. _____

Vendor Name & Address

Alan Jay Fleet Sales
PO Box 9200
Sebring, FL 33871
matt.forte@alanjay.com
Ph: 904-505-9682 Fax:

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: Mariza Eller *Dan Thompson / Facilities Maintenan*

Phone: 770-229-6423 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)

- - 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
2023 Chevy Silverado 1500 Double Cab 2WD	101 - 1665 - 54 - 2200 - 0000	1	each	34,867.00	34,867.00
	- - - -				
	- - - -				
	- - - -				
	- - - -				
	- - - -				
UNIT NO. of asset being surplused:		ARF attached?		**TOTAL $**	**34,867.00**
CAPITAL PROJ#CP2023-1665-6 -2	901 - 0000 - 13 - 1101 - 0000				-34,867.00
	901 - 1600 - 11 - 7401 - 0000				34,867.00
Note: All deliveries are to be made to authorized COG Motorpool				****TOTAL $**	**34,867.00**

COG USE ONLY

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

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

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	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

Dept / Requestor / Date Mariza Eller **Purchasing / Date**

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

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Call Us first, for all of your Fleet Automotive, & Light Truck needs.

Sourcewell Formerly NJPA
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PHONE (800) ALANJAY (252-6529)		DIRECT 863-402-4216	WWW.ALANJAY.COM		Quote 39535-1
Corporate Office	2003 U.S. 27 South	MOBILE 904-505-9682	Mailing Address	P.O. BOX 9200	
	Sebring, FL 33870	FAX 863-402-4221		Sebring, FL 33871-9200	

ORIGINAL QUOTE DATE
8/4/2022

QUICK QUOTE SHEET

REVISED QUOTE DATE
8/9/2022

REQUESTING AGENCY **GRIFFIN, CITY OF**
CONTACT PERSON **SHERRI HUGGINS** EMAIL SHUGGINS@CITYOFGRIFFIN.COM
PHONE **470-497-3457** MOBILE FAX

SOURCEWELL (FORMERLY NJPA) CONTRACT # 2023 091521-NAF & 060920-NAF www.NationalAutoFleetGroup.com

MODEL CC10753 1WT **MSRP** $38,900.00

2023 CHEVY SILVERADO 1500 DOUBLE CAB 2WD 6.5' BED WORK TRUCK 147"WB

CUSTOMER ID

BASE VEHICLE PRICE $32,797.00

BED LENGTH	6.5' BED

*** All vehicles will be ordered white w/ darkest interior unless clearly stated otherwise on purchase order.*

FACTORY OPTIONS	DESCRIPTION	
GAZ H2G	EXTERIOR COLOR SUMMIT WHITE WITH JET BLACK VINYL INTERIOR.	$0.00
L3B MQE	Engine, 2.7L Turbo with Transmission, 8-speed automatic, electronically controlled, also requires the following add options; (310 hp [231 kW] @ 5600 rpm, 348 lb-ft of torque [471 Nm] @ 1500 rpm)(Requires (PEB) WT Value Package, (PCV) WT Convenience Package or (PEF) Work Truck 2.7L Fleet Package, (H1T) or (H0U) Jet Black cloth interior, (C4P) semi-automatic air conditioning, (UE1) OnStar, (KI4) 120-volt power outlet and (KC9) 120-volt bed mounted power outlet.Includes (MQE) 8-speed automatic transmission and (KW5) 220-amp alternator. Included with (PEF) Work Truck 2.7L Fleet Package. Not available with (Z71) Z71 Off-Road Package, (PQA) WT Safety Package, (UD7) Rear Park Assist, (VYU) Snow Plow Prep Package or (ZW9) pickup bed delete.)*GROSS*	$0.00
PEB	WT Value Package includes: (PCV) WT Convenience Package (When (ZW9) pickup bed delete is ordered, (QT5) EZ Lift power lock and release tailgate is deleted.) includes (AQQ) Remote Keyless Entry, (QT5) EZ Lift power lock and release tailgate, (AKO) tinted windows, (C49) rear-window defogger, (K34) cruise control and (DLF) power mirrors(When ordered with (PQA) WT Safety Package, (DLF) power mirrors include (UKC) Lane Change Alert with Side Blind Zone Alert and (DP6) high-gloss mirror caps.Not available with (ZLQ) WT Fleet Convenience Package.(DLF) mirrors are upgradeable to (DPO) trailer mirrors.) and (Z82) Trailering Package(Not available with (ZLQ) WT Fleet Convenience Package or (ZW9) pickup bed delete.)	$1,185.00
PCV	***(Included When Ordering with PEB)*** WT Convenience Package includes (AQQ) Remote Keyless Entry, (QT5) EZ Lift power lock and release tailgate, (AKO) tinted windows, (C49) rear-window defogger, (K34) cruise control, (DLF) power mirrors; (When ordered with (PQA) WT Safety Package, (DLF) power mirrors include (UKC) Lane Change Alert with Side Blind Zone Alert and (DP6) high-gloss mirror caps. Not available with (ZLQ) WT Fleet Convenience Package. (DLF) mirrors are upgradeable to (DPO) trailer mirrors.)	$0.00
JL1	Trailer brake controller, integrated	$270.00
VQO	LPO, BLACK ASSIST STEP.	$490.00
5H1	2 ADDITIONAL KEYS FACTORY CUT DEALER PROGRAMMED	$125.00
VK3	FRONT LICENSE PLATE BRACKET FACTORY ORDERED	$0.00
	FACTORY OPTIONS	**$2,070.00**

CONTRACT OPTIONS	DESCRIPTION	
NO-TEMP	TEMP TAG NOT REQUESTED, CUSTOMER WILL HANDLE THEIR OWN TAG WORK.	$0.00
	CONTRACT OPTIONS	**$0.00**

ALAN JAY FLEET SALES

Sourcewell Formerly NJPA
Awarded Contract

SOURCEWELL (FORMERLY NJPA) CONTRACT # 2023 091521-NAF & 060920-NAF www.NationalAutoFleetGroup.com

VEHICLE TOTAL	$34,867.00
MSRP DISCOUNT	18.5%
ACCESSORY TOTAL	$0.00
CUSTOMER PRICE	$34,867.00
TRADE IN	$0.00
TOTAL COST LESS TRADE IN(S) QTY 1	$34,867.00

YES WE TAKE TRADE INS ~~~ ASK ABOUT MUNICIPAL FINANCING ~~~

Estimated Annual payments for 60 months paid in advance: $7,808.77

Municipal finance for any essential use vehicle, requires lender approval, WAC.

Comments QUOTE SUBJECT TO FACTORY ORDER ACCEPTANCE or 30 DAYS

VEHICLE QUOTED BY **MATT FORTE** GOVERNMENT ACCOUNT MANAGER matt.forte@alanjay.com

"I Want to be Your Fleet Provider"

I appreciate the opportunity to submit this quotation. Please review it carefully. If there are any errors or changes, please feel free to contact me at any time. I am always happy to be of assistance.

Vehicle: [Fleet] 2023 Chevrolet Silverado 1500 (CC10753) 2WD Double Cab 147" Work Truck (✔ Complete)



Note:Photo may not represent exact vehicle or selected equipment.

Window Sticker

SUMMARY

[Fleet] 2023 Chevrolet Silverado 1500 (CC10753) 2WD Double Cab 147" Work Truck

Interior:Jet Black, Vinyl seat trim

Exterior 1:Summit White

Exterior 2:No color has been selected.

Engine, 2.7L Turbo High-Output

Transmission, 8-speed automatic, electronically controlled

OPTIONS

CODE	MODEL		MSRP
CC10753	[Fleet] 2023 Chevrolet Silverado 1500 (CC10753) 2WD Double Cab 147" Work Truck		
	OPTIONS		
1WT	Work Truck Preferred Equipment Group		$0.00
5H1	Key equipment, two additional key fobs		
AKO	Glass, deep-tinted	Inc.	
AZ3	Seats, front 40/20/40 split-bench		$0.00
C49	Defogger, rear-window electric	Inc.	
CTT	Hitch Guidance	Inc.	
DLF	Mirrors, outside heated power-adjustable	Inc.	

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Data Version: 16912. Data Updated: Jul 10, 2022 6:56:00 PM PDT.

Vehicle: [Fleet] 2023 Chevrolet Silverado 1500 (CC10753) 2WD Double Cab 147" Work Truck (✔ Complete)

FE9	Emissions, Federal requirements		$0.00
GAZ	Summit White		$0.00
GU6	Rear axle, 3.42 ratio		$0.00
H2G	Jet Black, Vinyl seat trim		$0.00
IOR	Audio system, Chevrolet Infotainment 3 system		$0.00
JL1	Trailer brake controller, integrated		
K34	Cruise control, electronic	Inc.	
L3B	Engine, 2.7L Turbo High-Output		$0.00
MQE	Transmission, 8-speed automatic, electronically controlled		$0.00
PCV	WT Convenience Package	Inc.	
PEB	WT Value Package		
QBN	Tires, 255/70R17 all-season, blackwall		$0.00
QBR	Tire, spare 255/70R17 all-season, blackwall		$0.00
R7N	Not Equipped with Steering Column Lock, see dealer for details		
RD6	Wheels, 17" x 8" (43.2 cm x 20.3 cm) Ultra Silver painted steel		$0.00
VK3	License plate kit, front		$0.00
VQ2	Fleet Processing Option		$0.00
VQO	LPO, Black work step		
Z82	Trailering Package	Inc.	
___	Option/package discount		
	SUBTOTAL		
	Adjustments Total		$0.00
	Destination Charge		
	TOTAL PRICE		

FUEL ECONOMY

Est City:19 (2022) MPG

Est Highway:22 (2022) MPG

Est Highway Cruising Range:528.00 mi

Standard Equipment

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Vehicle: [Fleet] 2023 Chevrolet Silverado 1500 (CC10753) 2WD Double Cab 147" Work Truck (✔ Complete)

Package

Chevy Safety Assist includes (UHY) Automatic Emergency Braking, (UKJ) Front Pedestrian Braking, (UHX) Lane Keep Assist with Lane Departure Warning, (UE4) Following Distance Indicator, (UEU) Forward Collision Alert and (TQ5) IntelliBeam

Mechanical

Durabed, pickup bed

Engine, 2.7L Turbo High-Output (310 hp [231 kW] @ 5600 rpm, 430 lb-ft of torque [583 Nm] @ 3000 rpm) (STD) (Not available with (Z71) Z71 Off-Road Package, (VYU) Snow Plow Prep Package or (ZW9) pickup bed delete.)

Transmission, 8-speed automatic, electronically controlled with overdrive and tow/haul mode. Includes Cruise Grade Braking and Powertrain Grade Braking (STD) (Included and only available with (L3B) 2.7L Turbo engine.)

GVWR, 6800 lbs. (3084 kg) (Requires 2WD model with (L3B) 2.7L Turbo engine or Double Cab or Regular Cab Long Bed 2WD model and (L84) 5.3L EcoTec3 V8 engine.)

Rear axle, 3.42 ratio

Push Button Start

Automatic Stop/Start (Not available with (5W4) Special Services Package, (9C1) Police Pursuit Package or (FHS) E85 FlexFuel capability.)

Rear wheel drive

Battery, heavy-duty 730 cold-cranking amps/80 Amp-hr, maintenance-free with rundown protection and retained accessory power

Alternator, 220 amps (Included with (L3B) 2.7L Turbo engine, (VYU) Snow Plow Prep Package, (5W4) Special Service Package or (9C1) Police Pursuit Package.)

Frame, fully-boxed, hydroformed front section

Suspension Package, Standard

Steering, Electric Power Steering (EPS) assist, rack-and-pinion

Brakes, 4-wheel antilock, 4-wheel disc with DURALIFE rotors

Brake lining wear indicator

Capless Fuel Fill

Exhaust, single outlet

Exterior

Wheels, 17" x 8" (43.2 cm x 20.3 cm) Ultra Silver painted steel (STD)

Tires, 255/70R17 all-season, blackwall (STD)

Tire, spare 255/70R17 all-season, blackwall (STD) (Included with (QBN) 255/70R17 all-season, blackwall tires.)

Wheel, 17" x 8" (43.2 cm x 20.3 cm) full-size, steel spare

Tire carrier lock, keyed cylinder lock that utilizes same key as ignition and door

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Vehicle: [Fleet] 2023 Chevrolet Silverado 1500 (CC10753) 2WD Double Cab 147" Work Truck (✔ Complete)

Exterior

Bumpers, front, Black (semi-gloss)

Bumpers, rear, Black (semi-gloss)

CornerStep, rear bumper

Cargo tie downs (12), fixed rated at 500 lbs per corner

Headlamps, halogen reflector with halogen Daytime Running Lamps

IntelliBeam, automatic high beam on/off

Lamps, cargo area, cab mounted integrated with center high mount stop lamp, with switch in bank on left side of steering wheel (incandescent on Regular Cab models, LED on Crew Cab and Double Cab models)

Taillamps with incandescent tail, stop and reverse lights

Mirrors, outside manual, Black (Standard on Crew Cab and Double Cab models only. Not available on Regular Cab models.)

Glass, solar absorbing, tinted

Door handles, Black

Tailgate and bed rail protection cap, top

Tailgate, standard

Tailgate, locking utilizes same key as ignition and door (Removed when (QT5) EZ Lift power lock and release tailgate is ordered.)

Tailgate, gate function manual, no EZ Lift

Entertainment

Audio system, Chevrolet Infotainment 3 system 7" diagonal color touchscreen, AM/FM stereo. Additional features for compatible phones include: Bluetooth audio streaming for 2 active devices, voice command pass-through to phone, wired Apple CarPlay and Android Auto capable. (STD)

Audio system feature, 6-speaker system (Requires Crew Cab or Double Cab model.)

Bluetooth for phone, connectivity to vehicle infotainment system

Interior

Seats, front 40/20/40 split-bench with covered armrest storage and under-seat storage (lockable) (STD)

Seat trim, Vinyl

Seat adjuster, driver 4-way manual

Seat adjuster, passenger 4-way manual

Seat, rear 60/40 folding bench (folds up), 3-passenger (includes child seat top tether anchor) (Requires Crew Cab or Double Cab model.)

Floor covering, rubberized-vinyl (Not available with LPO floor liners.)

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Vehicle: [Fleet] 2023 Chevrolet Silverado 1500 (CC10753) 2WD Double Cab 147" Work Truck (✔ Complete)

Interior

Steering wheel, urethane

Steering column, Tilt-Wheel, manual with wheel locking security feature

Instrument cluster, 6-gauge cluster featuring speedometer, fuel level, engine temperature, tachometer, voltage and oil pressure

Driver Information Center, 3.5" diagonal monochromatic display

Exterior Temperature Display located in radio display

Rear Seat Reminder (Requires Crew Cab or Double Cab model.)

Window, power front, drivers express up/down

Window, power front, passenger express down

Windows, power rear, express down (Not available with Regular Cab models.)

Door locks, power

Remote Keyless Entry, with 2 transmitters

Power outlet, front auxiliary, 12-volt

USB Ports, 2, Charge/Data ports located on instrument panel

Air conditioning, single-zone manual

Air vents, rear, heating/cooling (Not available on Regular Cab models.)

Mirror, inside rearview, manual tilt

Assist handles front A-pillar mounted for driver and passenger, rear B-pillar mounted

Safety-Mechanical

Automatic Emergency Braking

Front Pedestrian Braking

StabiliTrak, stability control system with Proactive Roll Avoidance and traction control, includes electronic trailer sway control and hill start assist

Safety-Exterior

Daytime Running Lamps with automatic exterior lamp control

Safety-Interior

Airbags, dual-stage frontal airbags for driver and front outboard passenger; Seat-mounted side-impact airbags for driver and front outboard passenger; Head-curtain airbags for front and rear outboard seating positions; Includes front outboard Passenger Sensing System for frontal outboard passenger airbag (Always use seat belts and child restraints. Children are safer when properly secured in a rear seat in the appropriate child restraint. See the Owner's Manual for more information.)

HD Rear Vision Camera

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Vehicle: [Fleet] 2023 Chevrolet Silverado 1500 (CC10753) 2WD Double Cab 147" Work Truck (✔ Complete)

Safety-Interior

Lane Keep Assist with Lane Departure Warning

Following Distance Indicator

Forward Collision Alert

Teen Driver a configurable feature that lets you activate customizable vehicle settings associated with a key fob, to help encourage safe driving behavior. It can limit certain available vehicle features, and it prevents certain safety systems from being turned off. An in-vehicle report card gives you information on driving habits and helps you to continue to coach your new driver

Buckle to Drive prevents vehicle from being shifted out of Park until driver seat belt is fastened; times out after 20 seconds and encourages seat belt use, can be turned on and off in Settings menu

Tire Pressure Monitoring System, auto learn includes Tire Fill Alert (does not apply to spare tire)

WARRANTY

Warranty Note: <<< Preliminary 2023 Warranty >>>
Basic Years: 3
Basic Miles/km: 36,000
Drivetrain Years: 5
Drivetrain Miles/km: 60,000
Drivetrain Note: HD Duramax Diesel: 5 Years/100,000 Miles; Qualified Fleet Purchases: 5 Years/100,000 Miles
Corrosion Years (Rust-Through): 6
Corrosion Years: 3
Corrosion Miles/km (Rust-Through): 100,000
Corrosion Miles/km: 36,000
Roadside Assistance Years: 5
Roadside Assistance Miles/km: 60,000
Roadside Assistance Note: HD Duramax Diesel: 5 Years/100,000 Miles; Qualified Fleet Purchases: 5 Years/100,000 Miles
Maintenance Note: 1 Year/1 Visit

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AGENDA ITEM SUMMARY

ITEM SUMMARY:

Consider the purchase of one John Deere Utility Tractor with Loader in the amount of $40,952.38 from SunSouth, under State Contract. *Public Works Director, Mariza Eller, will address.*

SPECIAL CONSIDERATIONS OR CONCERNS:

The John Deere 5075E Utility Tractor w/520M Loader will be purchased under State Contract #99999-001-SPD0000177-0026. The current tractor at the Golf Course is over 20 years old. Due to rising maintenance costs, the purchase of the tractor is vital. The tractor is utilized in multiple functions of daily operations to ensure the success of keeping our Golf Course operable and in great shape.

STAFF RECOMMENDATION:

Staff recommends approval.

FINANCIAL IMPACT:

The FY2023 budget includes capital items funding within the Golf Course budget (591-5130-54-2500) for a John Deere Utility Tractor w/520M Loader with allocated funds totaling the amount of $42,000.00. The total comes in under budget for a combined amount of $40,952.38 from SunSouth LLC. This will be purchased under State Contract #99999-001-SPD0000177-0026.

Submitted By:
Mariza Eller

Meeting Date:
23/08/2022

Reviewed By:
Jessica O'Connor

ATTACHMENTS:
John Deere Tractor PO.pdf

Griffin
Growing TOGETHER

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

DATE: 8/11/22

Purchase Order No. _____

Contract # and Expiration: _____

FY23 EQUIPMENT PO

Contract With: _____

Vendor No. _____

Vendor Name & Address

SunSouth LLC
1024 Veterans Parkway
Barnesville, GA 30204
cestes@sunsouth.com
Ph: 770-358-3580 Fax:

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: Mariza Eller *Bayne Mallary/Golf Course*

Phone: 770-229-6603 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)

- - 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
John Deere 5075E Utility Tractor w/ 520M Loader	591 - 5130 - 54 - 2500 - 0000	1	ea	40,952.38	40,952.38
	- - - -				
	- - - -				
	- - - -				
	- - - -				
UNIT NO. of asset being surplused:		ARF attached?		**TOTAL $**	**40,952.38**
CAPITAL PROJ#: CP-2023-5130-9-26	591 - 5130 - 54 - 9999 - 0000				-40,952.38
	591 - 0000 - 11 - 7501 - 0000				40,952.38
Note: All deliveries are to be made to authorized COG Motorpool				**TOTAL $	**40,952.38**

COG USE ONLY

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

		APPROVALS	
	Dept request		
	Agenda item copy		
	Fleet authorization	Dept / Requestor / Date	Purchasing / Date
	Leinholder info	Mariza Eller	
	Order (cc PF,SW,rqstr)		
	Invoicing/Delivery	Department Mgr / Date	Finance Director / Date
	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

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 damage.

JOHN DEERE

ALL PURCHASE ORDERS MUST BE MADE OUT TO (VENDOR):
Deere & Company
2000 John Deere Run
Cary, NC 27513
FED ID: 36-2382580
UEID: FNSWEDARMK53

ALL PURCHASE ORDERS MUST BE SENT TO DELIVERING DEALER:
SunSouth LLC
1024 Veterans Parkway
Barnesville, GA 30204
770-358-3580
jellington@sunsouth.com

Quote Summary

Prepared For:
CITY OF GRIFFIN GRIFFIN GOLF COURSE
625 CAMP NORTHERN RD
GRIFFIN, GA 30224
Business: 770-229-6615

Delivering Dealer:
SunSouth LLC
Christopher Estes
1024 Veterans Parkway
Barnesville, GA 30204
Phone: 770-358-3580
cestes@sunsouth.com

Quote ID: 27192903
Created On: 04 August 2022
Last Modified On: 11 August 2022
Expiration Date: 03 September 2022

Equipment Summary	Selling Price		Qty		Extended
JOHN DEERE 5075E Utility Tractor	$ 36,247.68	X	1	=	$ 36,247.68
SunSouth Service Guarantee	$ 0.00	X	1	=	$ 0.00
Contract: GA Tractors/Mowers 99999-001-SPD0000177-0026 (PG 2M CG 22) **Price Effective Date:** March 29, 2021					
JOHN DEERE 520M Loader	$ 4,704.70	X	1	=	$ 4,704.70
Contract: GA Tractors/Mowers 99999-001-SPD0000177-0026 (PG 2M CG 22) **Price Effective Date:** February 3, 2022					
Equipment Total					**$ 40,952.38**

* Includes Fees and Non-contract items

Quote Summary

Equipment Total	$ 40,952.38
Trade In	
SubTotal	**$ 40,952.38**
Est. Service Agreement Tax	$ 0.00
Total	$ 40,952.38
Down Payment	(0.00)
Rental Applied	(0.00)
Balance Due	**$ 40,952.38**

Salesperson : X _____ **Accepted By : X** _____

JOHN DEERE

ALL PURCHASE ORDERS MUST BE MADE OUT TO (VENDOR):

Deere & Company
2000 John Deere Run
Cary, NC 27513
FED ID: 36-2382580
UEID: FNSWEDARMK53

ALL PURCHASE ORDERS MUST BE SENT TO DELIVERING DEALER:

SunSouth LLC
1024 Veterans Parkway
Barnesville, GA 30204
770-358-3580
jellington@sunsouth.com

Salesperson : X _____

Accepted By : X _____

JOHN DEERE

Selling Equipment

Quote Id: 27192903 **Customer Name:** CITY OF GRIFFIN GRIFFIN GOLF COURSE

ALL PURCHASE ORDERS MUST BE MADE OUT TO (VENDOR):
Deere & Company
2000 John Deere Run
Cary, NC 27513
FED ID: 36-2382580
UEID: FNSWEDARMK53

ALL PURCHASE ORDERS MUST BE SENT TO DELIVERING DEALER:
SunSouth LLC
1024 Veterans Parkway
Barnesville, GA 30204
770-358-3580
jellington@sunsouth.com

JOHN DEERE 5075E Utility Tractor

Hours:
Stock Number:
Contract: GA Tractors/Mowers 99999-001-SPD0000177-0026 (PG 2M CG 22)
Selling Price *
$ 36,247.68
Price Effective Date: March 29, 2021
* Price per item - includes Fees and Non-contract items

Code	Description	Qty	List Price	Discount%	Discount Amount	Contract Price	Extended Contract Price
1756LV	5075E Utility Tractor	1	$ 29,804.00	13.00	$ 3,874.52	$ 25,929.48	$ 25,929.48
	Standard Options - Per Unit						
0202	United States	1	$ 0.00	13.00	$ 0.00	$ 0.00	$ 0.00
0409	English Operator's Manual and Decal Kit	1	$ 0.00	13.00	$ 0.00	$ 0.00	$ 0.00
1381	12F/12R PowrReverser™ Transmission - 540/540E (PR)	1	$ 2,913.00	13.00	$ 378.69	$ 2,534.31	$ 2,534.31
1725	Loader Prep Package	1	$ 1,534.00	13.00	$ 199.42	$ 1,334.58	$ 1,334.58
2006	Open Operator Station - 4WD	1	$ 0.00	13.00	$ 0.00	$ 0.00	$ 0.00
3420	Dual Mid Valves with Joystick Control	1	$ 1,264.00	13.00	$ 164.32	$ 1,099.68	$ 1,099.68
5184	16.9-24 In. 6PR R4 Bias	1	$ -389.00	13.00	$ -50.57	$ -338.43	$ -338.43
6040	Mechanical Front Wheel Drive (MFWD)	1	$ 5,760.00	13.00	$ 748.80	$ 5,011.20	$ 5,011.20
6133	12.5/80-18 In. 6PR I3(R4 Type) Bias	1	$ 778.00	13.00	$ 101.14	$ 676.86	$ 676.86
	Standard Options Total		**$ 11,860.00**		**$ 1,541.80**	**$ 10,318.20**	**$ 10,318.20**
	Value Added Services						
	SunSouth Service Guarantee	1	$ 0.00			$ 0.00	$ 0.00
	Value Added Services Total		**$ 0.00**			**$ 0.00**	**$ 0.00**
Total Selling Price			**$ 41,664.00**		**$ 5,416.32**	**$ 36,247.68**	**$ 36,247.68**

JOHN DEERE 520M Loader

JOHN DEERE

Selling Equipment

Quote Id: 27192903 **Customer Name:** CITY OF GRIFFIN GRIFFIN GOLF COURSE

ALL PURCHASE ORDERS MUST BE MADE OUT TO (VENDOR):
Deere & Company
2000 John Deere Run
Cary, NC 27513
FED ID: 36-2382580
UEID: FNSWEDARMK53

ALL PURCHASE ORDERS MUST BE SENT TO DELIVERING DEALER:
SunSouth LLC
1024 Veterans Parkway
Barnesville, GA 30204
770-358-3580
jellington@sunsouth.com

Equipment Notes:
Hours:
Stock Number:
Contract: GA Tractors/Mowers 99999-001-SPD0000177-0026 (PG 2M CG 22)
Price Effective Date: February 3, 2022

Selling Price *
$ 4,704.70

* Price per item - includes Fees and Non-contract items

Code	Description	Qty	List Price	Discount%	Discount Amount	Contract Price	Extended Contract Price
14B0P	520M Loader	1	$ 8,075.00	23.00	$ 1,857.25	$ 6,217.75	$ 6,217.75
	Standard Options - Per Unit						
0202	United States	1	$ 0.00	23.00	$ 0.00	$ 0.00	$ 0.00
0409	English	1	$ 0.00	23.00	$ 0.00	$ 0.00	$ 0.00
0500	Less package	1	$ 0.00	23.00	$ 0.00	$ 0.00	$ 0.00
1995	Less mounting frame	1	$ -1,427.00	23.00	$ -328.21	$ -1,098.79	$ -1,098.79
2510	520M Standard Farm Loader, Non-Self-:Leveling (NSL) - Two-function	1	$ 0.00	23.00	$ 0.00	$ 0.00	$ 0.00
4547	Two-function hoses and parts with Quick Coupler Connection (individual couplers)	1	$ 0.00	23.00	$ 0.00	$ 0.00	$ 0.00
5995	Less hood guard	1	$ -405.00	23.00	$ -93.15	$ -311.85	$ -311.85
6995	Less ballast box	1	$ 0.00	23.00	$ 0.00	$ 0.00	$ 0.00
7510	John Deere™ 500-style carrier	1	$ -133.00	23.00	$ -30.59	$ -102.41	$ -102.41
8425	1850-mm (73-in.) general purpose bucket (John Deere™ carrier)	1	$ 0.00	23.00	$ 0.00	$ 0.00	$ 0.00
	Standard Options Total		**$ -1,965.00**		**$ -451.95**	**$ -1,513.05**	**$ -1,513.05**
Total Selling Price			**$ 6,110.00**		**$ 1,405.30**	**$ 4,704.70**	**$ 4,704.70**

JOHN DEERE

Customer:

Quotes are valid for 30 days from the creation date or upon contract expiration, whichever occurs first.

A Purchase Order (PO) or Letter of Intent (LOI) including the below information is required to proceed with this sale. The PO or LOI will be returned if information is missing.

Vendor: Deere & Company
2000 John Deere Run
Cary, NC 27513

- ☐ Signature on all LOIs and POs with a signature line
- ☐ Contract name or number; or JD Quote ID
- ☐ Sold to street address (no PO box)
- ☐ Ship to street address (no PO box)
- ☐ Bill to contact name and phone number
- ☐ Bill to address
- ☐ Bill to email address (required to send the invoice and/or to obtain the tax exemption certificate

For any questions, please contact:

Christopher Estes

SunSouth LLC
1024 Veterans Parkway
Barnesville, GA 30204

Tel: 770-358-3580
Fax: 770-358-3691
Email: cestes@sunsouth.com

Quotes of equipment offered through contracts between Deere & Company, its divisions and subsidiaries (collectively "Deere") and government agencies are subject to audit and access by Deere's Strategic Accounts Business Division to ensure compliance with the terms and conditions of the contracts.

AGENDA ITEM SUMMARY

ITEM SUMMARY:

Consider a Task Order Form to the Master Services Agreement with Paragon Consulting Group, Inc. for Shoal Creek C&D Landfill Aerial Lidar Mapping in the amount of $10,875.00. *Director Of Solid Waste, Todd Ennis, will address.*

SPECIAL CONSIDERATIONS OR CONCERNS:

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

STAFF RECOMMENDATION:

Staff recommends approval.

FINANCIAL IMPACT:

Funds were budgeted in the professional services account in the amount of $122,010 for FY23.

Submitted By:
Todd Ennis

Meeting Date:
23/08/2022

Reviewed By:
Jessica O'Connor

ATTACHMENTS:
Shoal Creek C&D Landfill Aerial Lidar Mapping FY23.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:

SHOAL CREEK C&D LANDFILL AERIAL LIDAR MAPPING

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

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

OWNER:

CITY OF GRIFFIN

_____

Attest:

_____
Manager

ENGINEER:

PARAGON CONSULTING GROUP, INC.

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

SHOAL CREEK C&D LANDFILL AERIAL LIDAR MAPPING
Attachment A – Scope of Services

The Work consists of the following:

Aerial Lidar Mapping of the Shoal Creek Landfill at two-foot contour intervals including color ortho imagery and a DTM with the following limits:

Vertical Datum
Elevations will be refence to NAVD88.

Relief
Contours to be shown as a solid line. Every fifth contour to be numbered according to its elevation above mean sea level.

Elevations
Spot elevations to be shown to the nearest tenth-foot on summits, saddles, depressions, and intersections of major roads.

Planimetric
Maps will contain planimetric features, which are visible from the aerial photography including buildings, streams, ponds, trails, fences, power poles, walls, and power lines. Buildings and other dimensional objects will be correctly outline, oriented and compiled to scale.

Accuracy
Map to comply with the National Standards of Topographic Mapping.

PCG will provide a volume comparison of the Lidar Survey and the 2021 remaining capacity surface. A preliminary Remaining Capacity Report will be produced for comparison to past results.

Communication will be provided to OWNER by PCG electronically.

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

SHOAL CREEK C&D LANDFILL AERIAL LIDAR MAPPING
Attachment B – Basis of Compensation

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

Aerial Lidar Mapping & Remaining Capacity Report
Professional Services Fee: *$ 10,875.00*

AGENDA ITEM SUMMARY

ITEM SUMMARY:

Consider an indemnity agreement and permit application with the Georgia Department of Transportation for a Flock camera on Meriwether Street (Highway 362). *Police Chief Michael Yates will address.*

SPECIAL CONSIDERATIONS OR CONCERNS:

This agreement and permit are for the installation of one Flock camera on Meriwether Street (Highway 362) which is required by the Georgia Department of Transportation due to the camera being installed on a state highway.

STAFF RECOMMENDATION:

Staff recommends approval.

FINANCIAL IMPACT:

N/A

Submitted By:
Daniel Jett

Meeting Date:
23/08/2022

Reviewed By:
Jessica O'Connor

ATTACHMENTS:
blank_3A_General_Indemnity_-_Hold_Harmless_Agreement__1_.pdf
Case #193312 GDOT ALPR Application and Permit Form[94].pdf

INDEMNIFICATION AND HOLD HARMLESS AGREEMENT

(READ BEFORE SIGNING)

_____
DISTRICT NUMBER

_____	_____	_____	_____	_____
NAME OF APPLICANT	SR NUMBER	COUNTY	MILE POST	PERMIT NUMBER

The undersigned agrees to indemnify and hold harmless the Georgia Department of Transportation, the State of Georgia, its agencies and instrumentalities, and all of their respective officers, members, employees and directors (collectively referred to as the "DOT") from and against any and all claims, demands, liabilities, losses, cost or expensed, including attorney's fees, and from the payment of any sum or sums of money to any persons whomsoever (including third persons or subcontractors, employees or agents of the undersigned or of DOT), for any loss due to personal injury, bodily injury, death, or property damage arising out of, attributable to, or resulting from this permit or in any way attributable to the activities authorized by this permit; or due to any violation of this permit by the permit holder, or due to the application or violation of any pertinent Federal, State, or local law, rule or regulation in connection with this permit or authorized by this permit. If and to the extent such damage or loss covered by this indemnification is paid by any State self-insured funds (the "Funds") established and maintained by the State of Georgia Department of Administrative Services Risk Management Division (DOAS), the undersigned agrees to reimburse the Funds for such monies paid out by the Funds. The undersigned acknowledges the permits can be granted in situations where limited sight distance exists, and that the DOT makes no warranty, express or implied, concerning sight distance or other engineering considerations involved in granting this permit. The undersigned further acknowledges that the DOT has relied upon the representations made by the undersigned in applying for this permit, including the undersigned's representations that all conditions of the permit shall be met and that the undersigned shall meet all DOT specifications, as well as all relevant Federal, State and local laws, rules or regulation in the activities authorized by this permit. This indemnification shall apply where the DOT may be partially responsible for the situation giving rise to the claim.

_____	_____
SIGNATURE OF APPLICANT	DATE

APPROVED AS TO FORM

THIS 16th DAY OF August 2022

BY: _____

CITY ATTORNEY

DOT 7411

DEPARTMENT OF TRANSPORTATION
STATE OF GEORGIA
ATLANTA, GEORGIA

(FOR DOT USE ONLY)

District No. _____
Non-Limited State Highway No. _____
Milepost No. _____
County _____
Permit No. _____

APPLICATION AND PERMIT FOR AUTOMATED LICENSE PLATE READER (ALPR)

TO: GEORGIA DEPARTMENT OF TRANSPORTATION
ONE GEORGIA CENTER, 600 WEST PEACHTREE STREET, NW, ATLANTA, GEORGIA 30308

Application is hereby made by City of Griffin (Name of Applicant) (770) 229-6450 (Area Code) Phone

234 N. Hill St (Post Office Address) Griffin, GA (City and State) 30223 (Zip Code)

for permission to accomplish work on the Right-of-Way of *STATE HIGHWAY NO.* 362

U.S. _____ *within the City Limits of* Griffin *and in* Spalding *County,*
in accordance with the ATTACHED PLANS and subject to the Rules and Regulations for Driveway and Encroachment Control on file in the General Office of the Georgia Department of Transportation, and made a part hereof by reference thereto, and any SPECIAL REQUIREMENTS set forth herein. The description of the proposed work is to:

The proposed work site is located on the property on the (See Site Plan) (N.S.E.W) side of the highway beginning (See Site Plan) (From Nearest Street) Feet,

(See Site Plan) (N.S.E.W) of the center line, of (See Site Plan) (Nearest Street or Road) and Fronting (See Site Plan) (Total Frontage Used)

Feet further (See Site Plan) (N.S.E.W) along said Highway; and at mile post (See Site Plan)

33.23999916173089 (Latitude) -84.28020231229267 (Longitude)

Permit requested this 2 day of August , 20 22 .

By _____
Signature

_____
Print Name

Title _____
Governing Agency or Official for Applicant

**Note: Permit Holder and/or local government are/is responsible for the operation and maintenance of the Automated License Plate Reader. **

FORM TO BE COMPLETED BELOW THIS LINE BY GEORGIA DEPARTMENT OF TRANSPORTATION

SPECIAL REQUIREMENTS: (by GDOT only)

PERMIT GRANTED to perform the above-described work in accordance with REQUIREMENTS of the Georgia Department of Transportation; this _____ day of _____ , 20 _____ .

This permit is to be strictly construted and no work other than that specifically described above is hereby authorized. The work authorized herein must begin within three months from the date of approval and must become completed on a schedule satisfactory to the department and not to exceed twelve months from the date the permit is approved.

DEPARTMENT OF TRANSPORTATION
STATE OF GEORGIA

By _____

_____
District Engineer

ALPR

Automated License Plate Reader Permit

Permittee:

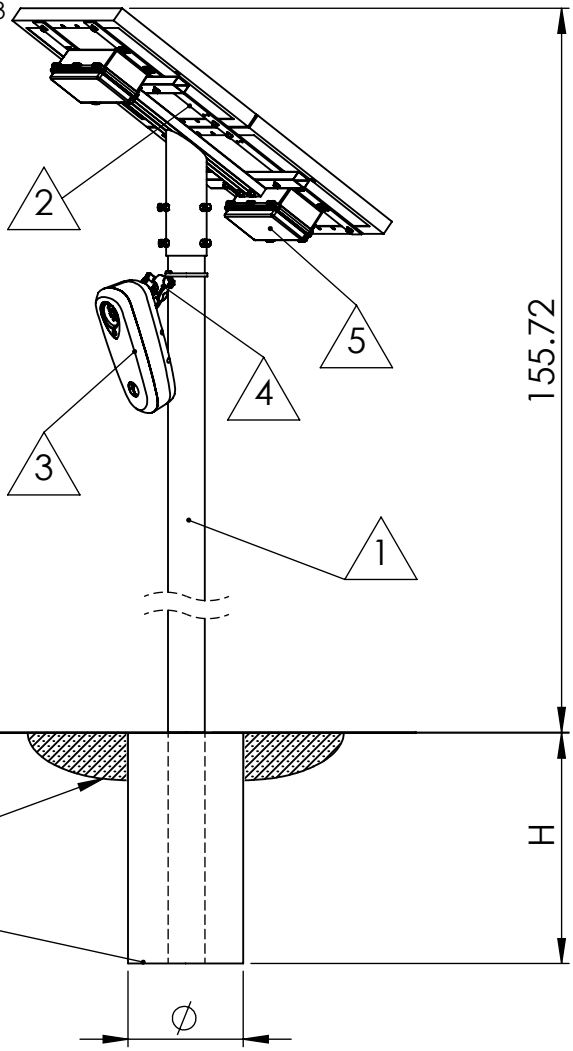
State Route Locations

No.	State Route	Mile Marker	Coordinates		Location Description	Distance from edge of pavement
1	362		33.2399 9916173 089	-84.280202 31229267	Meriwether St. EB	8'
2						
3						
4						
5						

NOTES:

1. POLE IS BREAKAWAY 2.875" (73mm) IN DIAMETER 6063-T52 ALUMINUM WITH WALL THICKNESS .203" (5.16mm) AS PER 12/6/2007 FHWA LETTER.
2. THE PANEL ASSEMBLY MAY NOT EXCEED TWO BATTERY PACKS
3. MAX TOTAL WEIGHT OF ASSEMBLY IS 30.8 LBS (13970.63 GRAMS)

REVISION HISTORY			
REV.	DESCRIPTION	DATE	APPROVED
A	INITIAL DRAWING	10/26/2020	



BOM						
Item	Part Number	Part Name	QTY.	MASS (LB)	DIMENSIONS LxWxH (IN)	CROSS-SECTIONAL AREA (FT^2)
1	204-00029	14' BLACK 2-PIECE POLE	1	17	2.9 x 2.9 x 168.0	3.0 (2' FOUNDATION)
2	701-00116	Double Panel - Top Mount	1		21.3 x 28.3 x 10.5	2.1
3	701-0059	Flock Safety Camera	1	3.6	3.3 x 4.3 x10.5	.3
4	702-0007	RAM Ball Mount & Adapter	1	1.4	N/A	N/A
5	701-00011	Battery Pack	2	4.4	2.8 x 3.9 x 10.8	N/A

FOUNDATION SPECIFICATIONS				
TYPE	V_MAX (MPH)	CAISSON Ø (IN)	CAISSON H (IN)	SOLAR PANEL ELEVATION FROM GRADE (FT MAX)
1*	85	8	24	12
2	110	12	30	12
3	130	12	36	12
4	150	16	48	12

* STANDARD INSTALLATION SPECIFICATIONS

PROPRIETARY AND CONFIDENTIAL

THE INFORMATION CONTAINED IN THIS DRAWING IS THE SOLE PROPERTY OF FLOCK SAFETY. ANY REPRODUCTION IN PART OR AS A WHOLE WITHOUT THE WRITTEN PERMISSION OF FLOCK SAFETY IS PROHIBITED.

NEXT ASSY	USED ON	FINISH
APPLICATION		DO NOT SCALE DRAWING

DIMENSIONS ARE IN INCHES
TOLERANCES:
FRACTIONAL ±1/16
ANGULAR: X.X ±3° X.XX ±1°
DECIMAL:
X.X ±.02 X.XX ±.01 X.XXX ±.005

MATERIAL

	NAME	DATE
DRAWN		
CHECKED		
ENG APPR.		
MFG APPR.		
Q.A.		
COMMENTS:		

flock safety

TOP POLE MOUNT - DOUBLE SOLAR PANEL WITH 2 EXTERNAL BATTERIES

SIZE	DWG. NO.	REV.
A	905-00005	A
SCALE:1:20		SHEET 1 OF 1

U.S. Department
of Transportation
Federal Highway Administration

1200 New Jersey Ave., S.E.
Washington, DC 20590

December 6, 2007

In Reply Refer To:
HSSD/SS-157

Mr. Reinhardt F. Cyphers
Addresses of Distinction, LLC
907 New Franklin Road
LaGrange, GA 30240

Dear Mr. Cyphers:

In your mail correspondence of October 18, 2007, you requested the Federal Highway Administration's (FHWA) acceptance of your company's aluminum tubes as a breakaway sign support. You referenced our acceptance letter SS-28 which reported on small sign support testing conducted in "weak" soil by the Florida Department of Transportation (DOT). In that letter we accepted as breakaway 3 inch (89 mm) diameter, 6061-T6 alloy aluminum tubes of 0.187 inches (4.75 mm) thickness when no more than one sign support was used within a seven foot span. The posts pulled out of the ground partially or completely, allowing the vehicle to gradually come to a stop. The two sign supports that you request to use have: (1) a diameter of 2.875 inches (73 mm) with a wall thickness of 0.203 inches (5.16 mm) and (2) a diameter of 2.375 inches (60 mm) with a wall thickness of 0.154 inches (60 mm). The three sign posts are compared in the following table:

Sign Post	**Florida DOT**	**Addresses of Distinction, LLC**	**Addresses of Distinction, LLC**
Diameter	3.5 in (89 mm)	2.875 inches (73 mm)	2.375 inches (60 mm)
Wall Thickness	0.187 in (4.75 mm)	.203 inches (5.16 mm)	0.154 inches (60 mm)
Alloy	6061-T6	6063-T52	6063-T52
Tensile Strength	45 ksi (310 MPa)	30 ksi (207 MPa)	27ksi (186MPa)
Yield Strength	40 ksi (275 MPa)	25 ksi (173 MPa)	21ksi (145Pa)
Cross Sectional Area	1.951 in^2 (1257 mm^2)	1.70 in^2 (1099mm^2)	1.70 in^2 (1099 mm^2)
Anti-Rotation Hardware	Unknown	Yes	Yes

In addition to the Florida DOT sponsored testing to which you referred, earlier tests of 4 inch (100 mm) diameter thin-walled aluminum tubes were conducted in "strong" soil. These posts, which were fitted with anti-rotation hardware below the ground, fractured upon impact and were found to be crashworthy.

Your company's aluminum tube sign supports are smaller diameter and made of weaker alloy than the posts already found to be crashworthy in either strong or weak soil. Therefore your request regarding the two aluminum tube sizes to be used as sign supports as stated above is acceptable for use on Federal-aid highway projects when requested by a State.

Please note the following standard provisions that apply to FHWA letters of acceptance:

- This acceptance is limited to the crashworthiness characteristics of the devices and does not cover their structural features, nor conformity with the Manual on Uniform Traffic Control Devices.
- Any changes that may adversely influence the crashworthiness of the device will require a new acceptance letter.
- Should the FHWA discover that the qualification testing was flawed, that in-service performance reveals unacceptable safety problems, or that the device being marketed is significantly different from the version that was crash tested, it reserves the right to modify or revoke its acceptance.
- You will be expected to supply potential users with sufficient information on design and installation requirements to ensure proper performance.
  You will be expected to certify to potential users that the hardware furnished has essentially the same chemistry, mechanical properties, and geometry as that submitted for acceptance, and that they will meet the crashworthiness requirements of the FHWA and the NCHRP Report 350.
- To prevent misunderstanding by others this letter of acceptance designated as number SS-157 shall not be reproduced except in full. This letter and the test documentation upon which this letter is based, is public information. All such letters and documentation may be reviewed at our office upon request.
- This acceptance letter shall not be construed as authorization or consent by the FHWA to use, manufacture, or sell any patented device for which the applicant is not the patent holder. The acceptance letter is limited to the crashworthiness characteristics of the candidate device, and the FHWA is neither prepared nor required to become involved in issues concerning patent law. Patent issues, if any, are to be resolved by the applicant.

Sincerely yours,



George E. Rice, Jr.
Acting Director, Office of Safety Design
Office of Safety

AGENDA ITEM SUMMARY

ITEM SUMMARY:

Consider an engagement agreement with the Followell Company in the amount of $3,000.00 plus travel expenses to lead three diversity and inclusion classes for City of Griffin employees. *Human Resources Director, Stephanie Woods will address.*

SPECIAL CONSIDERATIONS OR CONCERNS:

Staff's annual goals recognized the need for more training for our employees as it relates to leadership, communication, diversity and other topics that allow for a better workplace. Mr. Followell will lead a total of three on-site interactive sessions on the topic of Appreciating Diversity and Improving Communication. The classes will be held on October 26, 2022. This will be open to all City employees and mandatory for anyone in a supervisory position or higher.

STAFF RECOMMENDATION:

Staff recommends approval.

FINANCIAL IMPACT:

This item is budgeted in FY23 for Human Resources for education/training.

Submitted By:
Stephanie Woods

Meeting Date:
23/08/2022

Reviewed By:
Jessica O'Connor

ATTACHMENTS:
Followell_agreement.pdf

Engagement Agreement

- (3) two-hour on-site interactive leadership development sessions
- Subject: Appreciating Diversity and Improving Communication
- Wednesday, October 26, 2022
- Location to be determined and provided by the City of Griffin
- Electronic session documents will be provided to the City of Griffin by October 19, 2022, for distribution to participants.
- Investment: $3,000 + travel expenses (~~Regular price $5,999~~)

Terms and Conditions:

- Payment will be paid in full prior to the training session.
- Travel expenses will be paid within 30 days of submission of an invoice and supporting documentation.

_____
Douglas S. Hollberg, Mayor

Attest:

_____ Date:
Jessica W. O'Connor

City Manager /Secretary

_____ Date: 8/3/22
Rob Followell
Chief Executive Officer
The Followell Company

Andrew J. Whalen, III Date: 8/4/22
Andrew J. Whalen III
Attorney for City of Griffin

AGENDA ITEM SUMMARY

ITEM SUMMARY:

Consider a lease agreement between City of Griffin and Griffin-Spalding United Way for Suite 501 in One Griffin Center in the initial annual rent amount of $1,614.80. *Staff Attorney, Kelsey Carden, will address.*

SPECIAL CONSIDERATIONS OR CONCERNS:

The Parties currently have a lease for Suite 501 which will expire on August 31, 2022. The lease term for this agreement is 24 months and will expire August 31, 2024. There is a 3% rent increase after the first 12 months.

STAFF RECOMMENDATION:

Staff recommends approval.

FINANCIAL IMPACT:

Year 1 - $1,614.80
Year 2 - $1,662.42

Submitted By:
Kelsey Carden

Meeting Date:
23/08/2022

Reviewed By:
Jessica O'Connor

ATTACHMENTS:
United Way Lease Agreement 8.10.22 Signed by UW.pdf

LEASE AGREEMENT

PREMISES:	100 South Hill Street, Suite 501, Griffin, Georgia 30224
LANDLORD:	City of Griffin, Georgia
TENANT:	Griffin-Spalding County United Way
DATE:	September 1, 2022

STANDARD OFFICE LEASE

This Lease is made and entered into this _____ day of August, 2022, by and between the City of Griffin, a Georgia municipal corporation (hereinafter referred to as "Landlord"), and Griffin-Spalding County United Way, a Georgia non-profit organization (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 two hundred (200) rentable square feet of space located at Suite 501 (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

The term of this Lease ("Initial Term") shall be for a period of twenty-four (24) months, commencing on September 1, 2022 and expiring at midnight on the last day of the twenty-fourth (24^{th}) full calendar month following the Commencement Date, unless sooner terminated as hereunder provided or unless such Commencement Date and termination are adjusted as herein provided.

3. RENTAL

(a) Base Rental.

(i) "Base Rental" means the minimum sum of One Thousand Six Hundred Fourteen Dollars and 80/100 ($1,614.80) per annum, as the same may be increased from time to time pursuant to Section 3(b) of this Lease. The Base Rental shall be payable in equal monthly installments of One Hundred Thirty-Four Dollars and 57/100 ($134.57) (hereinafter, "Monthly Rental") 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.

(ii) 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 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 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).

(iv) 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.

(v) 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, provided however, that Landlord shall 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 leased 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) of any 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) any occurrence 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 preceding the 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

With a copy to:
Andrew J. Whalen III
City Attorney, City of Griffin
The Whalen Law Firm LLC
100 South Hill Street, Suite 524
Griffin, Georgia 30224

Tenant:
Griffin-Spalding County United Way
P.O. Box 83
Griffin, Georgia 30224

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 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 instruments which 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 areas by 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 transactions or dealings, or be otherwise associated with, any Prohibited Persons in connection with the use or occupancy of the demised premises.

Breach of these representations constitutes a material breach of this Lease and shall entitle Landlord to any and all remedies available thereunder, or at law or in equity.

42. MISCELLANEOUS

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
Name: _____
Title: _____

TENANT:

Mary Birchfield,
Griffin-Spalding County United Way,
a Georgia non-profit organization
Name: Mary Birchfield
Title: Executive Director

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

September 1, 2022

Griffin-Spalding County United Way
100 South Hill Street
Suite 501
Griffin, GA 30224

Re: Base Rental Schedule – Lease Agreement dated September 1, 2022 ("Lease") between Griffin-Spalding County United Way ("Tenant") and the City of Griffin ("Landlord") for the premises located at 100 South Hill Street, Suite 501, Griffin, Georgia 30223 ("Premises")

Dear Tenant:

The Commencement Date for the Lease is September 1, 2022, and the Initial Lease Term shall expire on August 31, 2024, unless sooner terminated in accordance with the terms of this Lease.

RENTAL SCHEDULE:

Period	Base Rental (per rentable square foot per annum)	Base Annual Rental	Base Monthly Rental
Commencement – Month 12	$8.07	$1,614.80	$134.57
Month 13 – Month 24	$8.31	$1,662.42	$138.54

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, City Manager

Agreed to this 7_____ day of September, 2022.

_____
Griffin-Spalding County United Way

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 the minutes of the City of Griffin Board of Commissioners' Regular Meeting on August 9, 2022.

SPECIAL CONSIDERATIONS OR CONCERNS:

N/A

STAFF RECOMMENDATION:

N/A

FINANCIAL IMPACT:

N/A

Submitted By:

Susan Bartholomew

Meeting Date:

23/08/2022

Reviewed By:

Jessica O'Connor

ATTACHMENTS:

08-09-22 Minutes.pdf

CITY OF GRIFFIN BOARD OF COMMISSIONERS
REGULAR SCHEDULED MEETING
ONE GRIFFIN CENTER, W. ELMER GEORGE MUNICIPAL HALL
TUESDAY, AUGUST 9, 2022

Mayor Hollberg presided, convening the meeting at 6:00 p.m. Commissioners attending included Cynthia Ward, Cora Flowers, Holly Murray and Truman Tinsley. Also attending were City Manager, Jessica O'Connor, Staff Attorney, Kelsey Carden, and Susan Bartholomew to record minutes.

City Attorney, Drew Whalen, attended via Zoom.

Commissioner Rodney McCord arrived at 6:01 p.m.

Commissioner David Brock was absent.

Call to order by Mayor Hollberg

Pledge of Allegiance .....Commissioner Ward
Invocation ..... Commissioner Tinsley

Approval of Agenda

Motion/second to approve the Agenda by Commissioners Tinsley/Murray carried 5-0.

PRESENTATIONS AND DELEGATIONS

1. Recognize Tracie Pryor, Administrative Coordinator, as the July 2022 Strongest Link in the Chain award recipient. *Planning and Development Director, Chad Jacobs, will address.*

   Mr. Jacobs addressed the Commissioners, stating that Ms. Pryor has worked for the City for 29 years in multiple roles. She has always done a fantastic job for the City, and she has worked with numerous directors and City Managers. Additionally, the City has changed many processes. Ms. Pryor has taken the lead in developing new forms for the processes, and she has taken a more instrumental role with the Certificate of Appropriateness applications for the Historic Preservation Committee. In addition to preparing the applications to be heard by HPC, she is running the meetings with minimal assistance.

   Ms. Pryor thanked the Commissioners.

2. Recognize Danny Pryor, Water Distribution/Wastewater Collections Superintendent for the City of Griffin, for his retirement on August 16, 2022. Mr. Pryor has served the City for 33 years. *Director of Watershed Management, Brandon Lewis, will address.*

   Brandon Lewis, Director of Watershed Management, addressed the Commissioners stating that he has worked with Mr. Pryor for three years. Mr. Pryor has 33 1/2 years of service with the City which is rare in any organization. His knowledge of the City's water system and his commitment to the community are evident in the things he does each day. Mr. Pryor's last day is August 16, and his departure will create a vacuum, but he has given the team the tools to be successful.

   Mr. Pryor addressed the Commissioners stating that he would miss everyone, and it has "been a good ride." He continued that he appreciates what the City has given him, but it is time for him to step away.

3. Presentation of a joint proclamation by Spalding County and the City of Griffin welcoming Griffin-Spalding County students back to school.

   Mayor Hollberg presented the Joint Proclamation to Adam Pugh and Dr. Keith Simmons of the Griffin-Spalding County Schools. Dr. Steve Ledbetter, Spalding County Manager, represented Spalding County.

   Dr. Simmons thanked the Commissioners and the community on behalf of the Board of Education, its 1,400 employees and the 10,000 students in the school system for the continued support of the students, schools and administration. He thanked all for welcoming the students back on the first day of school.

Mr. McCord commented on the school system's recent hiring of Chief Donald Britt. He noted that Chief Britt was the first school resource officer in the state of Georgia. To have him back adds another level of safety for the students.

4. Review financial reports for June 2022. *Accounting Director, Amanda Carmichael will address.*

   Amanda Carmichael, Director of Accounting, addressed the Commissioners, noting the presentation of the June 2022 financials, covering 12 months. Total operating revenue came in at 100.23% with property taxes collected at 100.3% totaling $4.1 million. TAVT dropped to 96% in collections equaling $730,000. Total expenses came in at 92.46%. She noted that capital expense was 63.49% of budget due to the global chip shortage and supply chain issues which affected the purchasing of equipment. Ms. Carmichael stated that the Commissioners would likely see an increase in rollovers to the FY23 budget. Total salaries and benefits were at 96% and LOST collections came in at 110%. SPLOST collections totaled 114% of budget, and TSPLOST collections were at 94.86%.

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 the minutes of the City of Griffin Board of Commissioners' Workshop Meeting on July 26, 2022.

6. Consider the purchase of twenty five 25 KVA pole mount transformers in the amount of $27,100 through ECG's Joint Purchasing Contract, declaring Stuart C. Irby Co. low bidder. *Electric Director, Jennifer Freeman will address.*

7. Consider the purchase of twenty 25KV pad mount transformers in the amount of $39,140, ten 50KV pad mount transformers in the amount of $25,550 and ten 100KV pad mount transformers in the amount of $38,350 through ECG's Joint Purchasing Contract, declaring Stuart C. Irby Co. low bidder . *Electric Director, Jennifer Freeman will address.*

8. Consider the purchase of 7,500 Ft. of 4/0 Underground Primary Cable in the amount of $26,925 through ECG's Joint Purchasing Contract, declaring Stuart C. Irby Co. low bidder . *Electric Director, Jennifer Freeman will address.*

9. Consider the purchase of twenty 37.5 KVA pole mount transformers in the amount of $25,200 and twenty 50 KVA pole mount transformers in the amount of $29,100 through ECG's Joint Purchasing Contract, declaring Stuart C. Irby Co. low bidder . *Electric Director, Jennifer Freeman will address.*

10. Consider purchase of 30 filter cloths in the amount of $85,950.00 from Eco-Tech Inc., sole source, for the Potato Creek Wastewater Treatment Plant. *Director of Watershed Management, Brandon Lewis, will address.*

11. Consider declaring as surplus Unit 1103, a 1992 Ford F800 truck/tractor, and Unit 1164, a 1988 30 ft. OX enclosed trailer. *Director of Stormwater, Brice Martin, will address.*

12. Consider, on second reading, amending the Code of Ordinances of the City of Griffin, Chapter 6, Alcoholic Beverages, Article I, In General, at Section 6-1, Definitions; Article III, Licenses; Qualifications; Location Restrictions; Suspension and Revocation of Licenses, by adding Section 6-58, Special Entertainment District; and Article V, Regulations for All

Establishments and Miscellaneous Provisions, Section 6-182, Open Containers. *Staff Attorney, Kelsey Carden, will address.*

Motion/second to approve the Consent Agenda by Commissioners Tinsley/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.

13. Consider the minutes of the City of Griffin Board of Commissioners' called workshop meeting on June 9, 2022.

    Motion/second to approve the minutes of the City of Griffin Board of Commissioners' called workshop meeting on June 9, 2022 by Commissioners Tinsley/Ward carried 4-0-2. Commissioners McCord and Murray abstained as neither attended the meeting.

14. Consider the minutes of the City of Griffin Board of Commissioners' Regular Meeting on July 26, 2022.

    Motion/second to approve by Commissioners Murray/Ward carried 5-0-1. Commissioner McCord abstained as he did not attend the meeting.

15. Consider the minutes of the City of Griffin Board of Commissioners' Called Meeting with the Spalding County Water & Sewerage Facilities Authority on July 27, 2022.

    Motion/second to approve by Commissioners McCord/Ward carried 4-0-2. Commissioners Murray and Tinsley abstained as neither attended the meeting.

16. Consider a resolution naming Amanda Carmichael, Director of Accounting, as Designated Officer authorized to request sales tax information from the Department of Revenue and resolving to request all vendor sales tax information described in O.C.G.A. 48-2-15(d.1) for the City of Griffin for the period beginning July 1, 2021 through December 31, 2022. *Staff Attorney, Kelsey Carden, will address.*

    Commissioner Flowers asked if this submittal period of 18 months is standard. Ms. Carden answered that this resolution must be submitted any time the City would like to request sales tax information from the Department of Revenue. By asking for the 18-month period, we are ensuring that we have the ability to go back for one year and have an additional six-month period going forward. When the requested period ends, if the City needs to request sales tax information from the DOR, Staff will have to ask the Board for another specified period.

    Motion/second to approve by a resolution naming Amanda Carmichael, Director of Accounting, as Designated Officer authorized to request sales tax information from the Department of Revenue and resolving to request all vendor sales tax information described in O.C.G.A. 48-2-15(d.1) for the City of Griffin for the period beginning July 1, 2021 through December 31, 2022 by Commissioners Flowers/Murray carried 6-0.

17. Consider a Resolution, per Sec. 2-190- Emergency Procurement of the Griffin Code of Ordinances, to ratify the purchase of a Caterpillar Wheel Loader in the amount of $213,552.00 from Yancey Brothers, Sourcewell contract. *Public Works Operations Manager, Jimmy Hardy will address.*

    Motion/second to approve a Resolution, per Sec. 2-190- Emergency Procurement of the Griffin Code of Ordinances, to ratify the purchase of a Caterpillar Wheel Loader in the amount of $213,552.00 from Yancey Brothers, Sourcewell contract by Commissioners Murray/Ward carried 6-0.

18. Consider the purchase of a 2022 Western Star 4900 Dump Truck in the amount of $241,168.00 from J W Truck Sales, single source, and amend the budget accordingly. *Public Works Operations Manager, Jimmy Hardy, will address.*

Motion/second to approve the purchase of a 2022 Western Star 4900 Dump Truck in the amount of $241,168.00 from J W Truck Sales, single source, and amend the budget accordingly by Commissioners Murray/Ward carried 6-0.

19. Consider approval of the form of the Cemetery Burial Rights Contract for purposes of conveying burial rights in the City's perpetual care cemeteries to various purchasers and consider resolution authorizing execution of all Cemetery Burial Rights Contracts taking this form to create a binding contract conveying burial rights to the Purchasers. *Public Works Operations Manager, Jimmy Hardy, will address.*

    Motion/second to approve the form of the Cemetery Burial Rights Contract for purposes of conveying burial rights in the City's perpetual care cemeteries to various purchasers and consider resolution authorizing execution of all Cemetery Burial Rights Contracts taking this form to create a binding contract conveying burial rights to the Purchasers by Commissioners Murray/Tinsley carried 6-0.

20. Consider amending the Master Service Agreement with Lenslock, Inc for the addition of 49 In-Car Dash Cameras, which includes set up, installation, and maintenance with a recurring cost of $74,061.00 each year. This will be bring the total cost of the contract (including in-car cameras and body worn cameras) to $132,991.00 per year for five years. *Police Chief, Michael Yates, will address.*

    Motion/second to approve amending the Master Service Agreement with Lenslock, Inc for the addition of 49 In-Car Dash Cameras, which includes set up, installation, and maintenance with a recurring cost of $74,061.00 each year. This will be bring the total cost of the contract (including in-car cameras and body worn cameras) to $132,991.00 per year for five years by Commissioners Tinsley/McCord carried 6-0.

21. Consider revisions to the Main Street Program Board's By-Laws and Procedures. *Economic Development Director, Jeremy Stratton, will address.*

    Motion/second to approve revisions to the Main Street Program Board's By-Laws and Procedures by Commissioners Murray/McCord carried 6-0.

22. Consider Service Agreement with Squeaky Clean, Inc. for comprehensive cleaning services of Historic City Hall on a bi-weekly basis in the total amount of $9,346.15 for the year (26 services), including an initial service at a rate of $692.40 and 25 routine, bi-weekly services at a rate of $346.15 per service. *Director of Economic Development, Jeremy Stratton, will address.*

    Commissioner Flowers asked about the language regarding the need for cleaning services and asked the determining factors for cleaning services. Ms. Carden stated that in the event agreement, if cleaning is needed it will be passed on to the renter. If cleaning is not needed, it will not be assessed. Commissioner Flowers asked if the cleaning fee is arbitrary or if there is there some clear language regarding whom and when to charge for cleaning. Ms. Carden stated this contract is for the cleaning service. Staff is currently working on contracts for HCH rentals that the Board will approve as to form: a meeting contract, an event contract and a no-cost contract. There will be language in these contracts stating that if the rented space is “trashed”, the cleaning fee for the space will be deducted from the damage deposit.

    Commissioner Flowers stated she would like to see language with parameters regarding cleaning in the meeting contract, the event contract and the no-cost contract. Ms. Carden stated Staff will keep Ms. Flowers’ request in mind as it completes the contracts.

23. ***Motion/second to approve Service Agreement with Squeaky Clean, Inc. for comprehensive cleaning services of Historic City Hall on a bi-weekly basis in the total amount of $9,346.15 for the year (26 services), including an initial service at a rate of $692.40 and 25 routine, bi-weekly services at a rate of $346.15 per service by Commissioners Tinsley/Ward carried 6-0.***

24. Commissioners to appoint one member to the Griffin Main Street Board to fulfill the unexpired term of John Joiner who resigned from his appointment effective June 21, 2022. This is a business/property owner appointment with the term expiring 12/31/24.

Mayor Hollberg nominated Shana McCormack.

Motion/second to close nominations by Commissioners Flowers/McCord carried 6-0.
Appointed: Shana McCormack to fulfill an unexpired term to expire 12/31/24 by a vote of 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 reminded the Commissioners of the Archway Mini Retreat tomorrow, Wednesday, August 10, at the County Extension Office. Some of the items for discussion will be community schools and mental health.

2. Dr. Ledbetter and Ms. O'Connor met with GDOT representatives regarding correcting the railroad crossings on Highway 16 at Green Valley Road and Gate Ridge Road. GDOT estimates a closure of approximately one week for Highway 16, and it is working on a press release for alternative routes. Ms. O'Connor noted that it has been requested that drivers use Highway 20 instead of Highway 155.

3. Congratulations to Danny Pryor and Tracie Pryor. Ms. O'Connor stated her excitement at celebrating the City's employees for what they do every day.

CITY ATTORNEY COMMENTS

No comment.

COMMISSIONER REPORTS

Ward: No comment.

Flowers: No comment.

Murray: Commissioner Murray congratulated Mr. Pryor on his retirement, noting that he taught her many things about water and wastewater when she worked for the City. She stated the City will miss Mr. Pryor, but staff will continue his legacy. She also congratulated Tracie Pryor and Amanda Carmichael. She noted the proclamation for the schools, congratulated the 2023 Seniors and thanked the teachers.

Brock: Absent

Tinsley: No comment.

McCord: No comment.

Hollberg: Mayor Hollberg thanked all for attending. He stated that the Commissioners received a copy of a letter from the I-75 Central Corridor Coalition that is being sent to U.S. Senator Jon Osoff and Administrator Bose of the Federal Railroad Administration enumerating the regional issues of the I-75 corridor. The I-75 Central Corridor Coalition will meet at Historic City Hall tomorrow. It will receive updates on potential rail service from Nashville to Savannah and Butts County's development at Highway 16 and I-75. Additionally, Dr. Randy Peters will give an update on the airport. The final summer concert is Saturday night, August 13 from 7-9 p.m.

ADJOURN

Motion/second to adjourn at 6:31 p.m. Commissioners Murray/McCord carried 6-0.

Respectfully submitted,

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

AGENDA ITEM SUMMARY

ITEM SUMMARY:

Consider professional engineering agreement with Norfolk Southern Railroad for an engineering assessment of a Quiet Zone at the 13th Street railroad crossing in an amount totaling $16,500.00. *Planning and Development Director, Chad Jacobs will address.*

SPECIAL CONSIDERATIONS OR CONCERNS:

Staff has been meeting with a developer who is proposing redevelopment of Thomaston Mills at 502 W. Broadway Street into multiple residential apartment units. A major hurdle to the proposal is the subject property's proximity to a railroad line and nearby crossing. The developer has requested a Quiet Zone status at the adjacent crossing, and Norfolk Southern has been contacted by the City on behalf of the developer. Norfolk Southern is requiring that an engineering assessment be performed at this location as indicated in this agreement.

STAFF RECOMMENDATION:

Staff recommends approval.

FINANCIAL IMPACT:

The P/E Agreement for the Quiet Zone assessment requires a payment of expenses in the amount of $16,500.00 along with possible additional Reimbursable Expenses which the Railway may bill in accordance with the terms of the Agreement. The developer has agreed to reimburse the City for all expenses associated with this Agreement.

Submitted By:
Chad Jacobs

Meeting Date:
23/08/2022

Reviewed By:
Jessica O'Connor

ATTACHMENTS:
2022-07-19 QZ Agreement - Griffin GA with AJW approve as to form.pdf
Griffin Letter.pdf



THIS AGREEMENT, made this _____ day of _____ **, 2022**, by and between Norfolk Southern Railway Company, hereinafter called "Railway", and the **City of Griffin, GA,** hereinafter called "Public Authority".

W I T N E S S E T H:

WHEREAS, Railway agrees to collaborate with the Public Authority on the progression of the Project in accordance with the terms and conditions of this Agreement and any Federal Regulations, for a Quiet Zone in accordance with FRA 49 CFR Part 222 (Horn Rule) where the Public Authority's road intersects with the right of way and tracks of the Railway at the location(s) in **Exhibit A** attached hereto **(**the "**Quiet Zone Project**"**)**; hereinafter "Quiet Zone Project" involving the Railway's S&E Engineering Department and/or representative; and

WHEREAS, in the interest of expediency, the parties hereto agreed to commence the quiet zone administrative work described in **Exhibit B** attached hereto (the "QZ Work") on the Quiet Zone Project by signature of the Norfolk Southern Project Initiation Form (NSPIF).

NOW, THEREFORE, in consideration of the premises and the covenants hereinafter contained, Railway and Public Authority hereby agree that Railway will continue the QZ Work for the Quiet Zone Project aforesaid upon execution and delivery of this agreement, subject to the following terms and conditions:

1. WHEREAS, Public Authority is proposing a Quiet Zone where roads within Public Authorities jurisdiction intersect with the right of way and tracks of the Railway identified as listed in Exhibit B. Railway, and/or its representatives, at Public Authority's sole costs and expense, agrees to perform (or shall cause a third-party consultant to perform on the Railway's behalf) the quiet zone engineering services work described on Exhibit B. Public Authority acknowledges and agrees that: (a) Railroad's review of any Project designs, plans and/or specifications, as part of the QZ Work, is limited exclusively to potential impacts on existing and future Railroad facilities and operations; (b) Railroad makes no representations or warranties as to the validity, accuracy, legal compliance or completeness of the QZ Work; and (c) Public Authority's reliance on the QZ Work is at Public Authority's own risk.

2. Notwithstanding the Estimate, Public Authority agrees to reimburse Railway and / or Railroad's third party consultant, as applicable, for one hundred percent (100%) of all actual costs and expenses incurred for the QZ work identified in Exhibit B. Railway has **estimated the total Reimbursable Expenses for the Quiet Zone Work to be $16,500.** The allowable costs shall include, but not be limited to, normal contingency additives, travel expenses, consultants' and contractor's fees and other costs necessary to implement the QZ Work.

2.1 Upon execution and delivery of this Agreement by the Public Authority, Public Authority will deposit with Railway a sum equal to the estimated Reimbursable Expenses noted above. If Railway anticipates that it may incur Reimbursable Expenses in excess of the deposited amount, Railway will request an additional deposit equal to the then remaining Reimbursable Expenses which Railway estimates that it will incur. Railway shall request such additional deposit by delivery of invoices or a supplemental letter agreement to Public Authority. Public Authority shall make such additional deposit within thirty (30) days following delivery of such invoice or execution of the supplemental letter agreement to Public Authority.

2.2 Following completion of all QZ Work, Railway shall reconcile the total Reimbursable Expenses incurred by Railway against the total payments received from Public Authority and shall submit to Public Authority a final invoice if required. Public Authority shall pay to Railway the amount by which actual Reimbursable Expenses exceed total payments, as shown by the final invoice, within thirty (30) days following delivery to Agency of the final

invoice. Railway will provide a refund of any unused deposits if the deposit exceeds the incurred Reimbursable Expenses for the Project.

2.3 Public Authority's obligation hereunder to reimburse Railway (and/or its third party consultant, as applicable) for the QZ Work shall apply regardless if Public Authority declines to proceed with the Project or Railway elects not to approve the Project.

3. Public Authority acknowledges that while the approval of a Quiet Zone is determined by the Federal Railway Administration's determination on the Quiet Zone Projects adherence to the Horn Rule, the Railway may withhold implementation or raise objections to the Project due to noncompliance with federal regulations or impacts to Railway's safety, facilities or operations.

4. The records of Railway associated with the bill for the QZ Work, if billing is rendered pursuant to Article 2 hereof, shall be available for audit and inspection by authorized personnel of Public Authority during regular business hours and at a location specified by Railway for one (1) year after the date of the bill.

5. If Public Authority elects to move forward with the Quiet Zone Project and the plans include Railway work, the Railway shall prepare and provide the Public Authority a separate preliminary engineering agreement which involves the review and design of the proposed modifications to the crossing as well as a separate construction engineering agreement which involves the actual cost of installation of any railroad crossing signal or crossing surface related modifications needed to implement the QZ and will be borne at the Public Authorities cost.

THE AGREEMENT herein will remain in effect for the duration of the QZ Work described in Exhibit B.
IN WITNESS WHEREOF, the parties have executed this agreement, as of the day and year first above written.

WITNESS:

_____
As to Railway

By: _____
(for Railway)

Title: Administrator, Highway Grade Crossing Program

ATTEST:

_____
Jessica W. O'Connor, Secretary

By: _____

Title: Mayor

Bill To:

_____
Address

_____
Address

_____
Phone

APPROVED AS TO FORM
THIS 16th DAY OF Aug., 2022
BY: _____
CITY ATTORNEY

Exhibit A
Project Description and Location

Project Description
Municipality of: City of Griffin
State of: Georgia, USA
Proposed Quiet Zone at the crossings referred to below:

Subdivision: Griffin

At-grade crossing locations, if known. DOT #	Crossing Type	Milepost	Street Name
718191A	Public	252.060	13th Street

Exhibit B

QZ Work for Quiet Zone Projects include but are not limited to the following:

- Project coordination meetings
- Diagnostic Team Meetings in the field
- Meeting minute review and comments
- Plan review
- Notice of Intent (NOI) review and comments
- Public Authority Application (PAA) review and comments
- Notice of Establishment (NOE) review and comments
- Implementation efforts
- Grade crossing inventory updates
- Travel expenses

SEMCO
southeast management co.

275 S. Church St.
Attn: Corporate Office
Spartanburg, SC 29306
864-520-2141

City of Griffin, GA
100 S. Hill St.
Griffin, GA 30223
Attn: Chad Jacobs, Planning and Development Director

RE: Griffin Mill located at 502 W. Broadway Street ("Griffin Mill")

Dear Chad,

We have really enjoyed working with you and the city of Griffin during our due diligence period on the Griffin Mill, and we look forward to seeing this project completed. Please find enclosed a check for $16,500 to reimburse the city of Griffin for the Field Diagnostic Meeting with Norfolk Southern in order to determine if a quiet zone is feasible for the Griffin Mill. In addition, Mr. Burt commits to paying any additional reimbursable expense, within reason, which the Railway may bill in accordance with the terms of the agreement between the City of Griffin and Norfolk Southern. Thanks again for all of your support and help.

Sincerely,

Matt Prielozny
CFO, Southeast Management Company

AGENDA ITEM SUMMARY

ITEM SUMMARY:

Consider a request from the Georgia Public Service Commission for the transfer of retail electric service for the property known as Griffin Village to Central Georgia EMC. *Electric Director, Jennifer Freeman will address.*

SPECIAL CONSIDERATIONS OR CONCERNS:

The Griffin Village Apartments located on Hwy 362 has divided utility rights. The majority of the complex is in Central Georgia EMC's jurisdiction as CGEMC has corridor rights. According to the 1973 Territory Act, corridor rights take precedence over territory rights. The design of the development (attached) depicts that the City of Griffin has the right to serve buildings 1 and 2 which are outside of CGEMC's corridor. The cost of construction for Griffin to serve the two rear buildings will be approximately $100,000. More important is the safety risk for Griffin Power and CGEMC employees working in a complex served by two different providers. We have met with CGEMC several times to try to persuade them to allow Griffin to serve the entire complex, due to the owner requesting Griffin electric service. CGEMC will not relinquish its rights unless Griffin has an area with equal load to trade. With this information, we feel it is in the city's best interest to transfer the entire development to CGEMC. Utility rate tariffs are structured to subsidize residential rates. Therefore, the amount of investment required to build infrastructure to serve the two rear buildings, along with the concern of safety, is greater than the potential return on investment.

STAFF RECOMMENDATION:

Staff recommends approval.

FINANCIAL IMPACT:

The cost of construction for Griffin to serve the rear buildings is $100,000.

Submitted By:
Jennifer Freeman

Meeting Date:
23/08/2022

Reviewed By:
Jessica O'Connor

ATTACHMENTS:
Griffin Village - Three Party Agreement08-09-22.pdf
Griffin Village W Plans (002).pdf

Georgia Public Service Commission
Request for Transfer of Retail Electric Service

Pursuant to Section 9 (C)(2) of the Georgia Territorial Electric Service Act [Acts 1973, page 200; O.C.G.A. Section 46-3-8 (c)(2)], the undersigned hereby files this joint (3-party) application for transfer of retail electric service. Commission approval of this request affects only the subject premise; no territorial assignments or unassignments are to change.

This application is not complete without a clear description of the premise's location (city/county map, plat, landmark location, etc.) and a copy of the applicable territorial map "B" indicating the location of premises.

Consumer and/or Owner Address

Consumer (Griffin Village Apartments)
Premise Owner Griffin Village, LP
Owner's mailing address 2107 N. Decatur Rd.
City Decatur State GA Zip 30033

Location of Premises to be Transferred

Address Griffin Village Development.Parcel#054F01001, LL 076 of the 2nd district
City Griffin COUNTY Spalding Zip 30224

Reason or cause for request: To avoid the duplication of electric services. The City of Griffin will transfer the entire Development on said parcel#054F01001 to The Central Georgia EMC.

Does the transfer include a transfer of utility assets? ☐ Yes ☒ No If yes, list assets on a separate page.

The signatures hereon by the applicants indicate their agreement to this transfer of service.

Supplier Transferring Customer

City of Griffin
Attest: By Jessica O'Connor City Manager Date
Transferor:
Print Utility Name Title (Mayor) Date

Supplier Receiving Customer

Central Georgia EMC
Transferee: By (George L. Weaver) Date
Print Utility Name Title (President/CEO)

Consumer and/or Owner

__ Griffin Village, LP 8.17.22_
Consumer Date

8.17.22
Owner (President) Date

GPSC Form TSI (10/18)

Williamson Road
Territory - City of Griffin

Stephen Reynolds
GIS Engineer
o 770.563.0516 c 770.828.5743
e sreynolds@ecoga.org w ecoga.org
1470 Riveredge Pkwy. NW | Atlanta, GA 30328

Building Footprint

Parcel

Line

Central Georgia EMC

Griffin

Corridor

Griffin

Georgia Power

Central Georgia EMC

Griffin & Central Georgia EMC

Territory

Griffin

Georgia Power

1

2

3

4

5

6

7

THE CITY OF GRIFFIN AND THE GEORGIA POWER COMPANY FURTHER AGREE TO GIVE UP, AND DO HEREBY RELINQUISH ALL EXISTING CORRIDOR RIGHTS EACH HAS IN THE TERRITORY ASSIGNED TO THE OTHER, INCLUDING THE TERRITORY WITHIN THE CITY LIMITS OF GRIFFIN, EXCEPT THAT GEORGIA POWER RESERVES ITS CORRIDOR RIGHTS IN THE TERRITORY KNOWN AS INDUSTRIAL PARK AND CONSISTING OF THE PROPERTY INSIDE THE CITY OF GRIFFIN LYING SOUTH OF WILLIAMSON ROAD, EAST OF CARVER ROAD AND WEST OF THE GRIFFIN BYPASS, AND EXCEPT THAT GEORGIA POWER RESERVES ITS CORRIDOR RIGHTS ALONG THAT PORTION OF GEORGIA HIGHWAY NO. 3 LYING SOUTH OF WILSON ROAD AND NORTH OF QUAIL HOLLOW SUBDIVISION; AND WITH THE FURTHER EXCEPTION THAT GEORGIA POWER AGREES THAT THE CITY SHALL SERVE CUSTOMERS ON THE NORTH SIDE AS WELL AS THE SOUTH SIDE OF FAWNBROOK ROAD.

Esri, HERE, Garmin, OpenStreetMap Contributors, and the GIS user community, NGA, USGS, NPS, GPSC

Spatial Reference
Name: NAD 1983 HARN StatePlane Georgia West FIPS 1002 Feet

N

Scale: 1:2,500

0 100 200 Feet

The polygons and boundaries illustrated in this document are based off of this county's original Exhibit "B" General Highway Map. Said map indicates service territories for retail electric service and was approved by the Georgia Public Service Commission in 1973.

This map is intended for reference only. Electric Cities of Georgia hereby disclaims any warranty or any other liability for the accuracy of this data, whether in printed or digital format. This data is provided for informational/planning purposes only and may not be relied upon as evidence of the location of property lines, topographical features, landmarks, monuments or for any other legal purpose.

Esri, HERE, Garmin, GeoTechnologies, Inc., NGA, USGS

AGENDA ITEM SUMMARY

ITEM SUMMARY:

Consider a Resolution, per Sec. 2-190-Emergency Procurement of the Griffin Code of Ordinances, to ratify the purchase of 2,000 feet of 6 inch PVC Pipe in the amount of $27,000.00 from Ferguson Waterworks, lowest responsive bidder, and to ratify the procurement of Emergency Labor Services for installation of replacement water main on Hillandale Drive and Valley Road in the amount of $134,868.00 from Crawford Grading & Pipeline, Inc., lowest responsive bidder, and amend the budget accordingly. *Director of Watershed Management, Brandon Lewis, will address.*

SPECIAL CONSIDERATIONS OR CONCERNS:

Severe water main breaks have occurred in the Hillandale Subdivision at and near the intersection of Hillandale Road and Valley Drive in recent months. These repeated and frequent breaks are due to the age and condition of the pipe which was installed approximately 70 years ago. The water mains in this area must be renewed in order to mitigate public health risks associated with the continuous failures of the existing pipe.

STAFF RECOMMENDATION:

Staff recommends approval.

FINANCIAL IMPACT:

A budget amendment has been prepared to decrease budgeted FY 2022-2023 funds from 505-4340-54-1400 in the amount of $50,000.00 and from 505-4440-54-1400 in the amount of $50,000.00 and to increase funds in account 505-4440-52-2200 in the amount of $100,000.00.

Submitted By:
Brandon Lewis

Meeting Date:
23/08/2022

Reviewed By:
Jessica O'Connor

ATTACHMENTS:
RES Declaring Emergency for Hillandale Water Main Replacement.pdf
AGENDA ITEM 20220823 BA Resolution Hillandale Emergency Water Line Replacement.pdf
23-0049 Ferguson Water Works.pdf
23-0072V Crawford Grading & Pipeline.pdf

No. 22-

A RESOLUTION

A RESOLUTION OF THE BOARD OF COMMISSIONERS OF THE CITY OF GRIFFIN, GEORGIA, DECLARING THE CITY OF GRIFFIN WATERSHED MANAGEMENT DEPARTMENT AN ESSENTIAL GOVERNMENT SERVICE; DECLARING AN EMERGENCY TO EXIST IN ORDER TO RETROACTIVELY APPROVE THE PURCHASE OF 6" C900 PVC PIPE DR18 AND EMERGENCY LABOR SERVICES FOR INSTALLATION OF REPLACEMENT WATER MAIN ON HILLANDALE DRIVE AND VALLEY ROAD; AUTHORIZING AMENDING THE BUDGET ACCORDINGLY; AND FOR OTHER PURPOSES.

WHEREAS, the City of Griffin (hereinafter "City") operates a Watershed Management Department in order to provide efficient operation and maintenance of water and wastewater infrastructure, facilities, and services;

WHEREAS, the Watershed Management Department is the sole provider of water and wastewater services within the City of Griffin, including maintenance of watershed infrastructure and facilities;

WHEREAS, a series of water main breaks in Hillandale Subdivision, specifically on Hillandale Drive and Valley Road, have caused service disruptions which prompted the City of Griffin to request a water main investigation and obtain a cost estimate for repair;

WHEREAS, the findings of the water main investigation necessitated immediate, emergent replacement of the water main to prevent further breaks which would pose a danger to the public health and/or result in a loss of an essential government service for customers within the impacted area;

WHEREAS, the Board of Commissioners, considers the City of Griffin Watershed Management Department an essential government service; and

WHEREAS, the Georgia Local Government Construction Law, O.C.G.A. § 36-91-1, *et seq.*, and City of Griffin Code Sec. 2-190, requires the advertisement and solicitation of competitive sealed bids for all purchases of equipment, materials, or supplies exceeding $25,000 or for public works construction contracts having a value of $100,000.00 or more, except when required by an "emergency," which said law defines as any situation resulting in imminent danger to the public health or safety or the loss of an essential government service; and

WHEREAS, if the Watershed Management Department cannot immediately replace the water main on Hillandale Drive and Valley Road, further breaks would occur which pose an imminent danger to public health and would result in prolonged disruptions of service, hindering the ability of the Watershed Management Department to provide an essential government service.

NOW, THEREFORE, BE IT RESOLVED BY THE BOARD OF COMMISSIONERS OF THE CITY OF GRIFFIN that this Board finds and hereby declares an "emergency" to exist if the City of Griffin Watershed Management Department is unable to procure materials and services for the emergent replacement and installation of the water main on Hillandale Drive and Valley Road as a result of compliance with the procedures set forth in the City of Griffin Charter and/or the Georgia Local Government Construction Law requiring advertising and solicitation of competitive sealed bids from qualified vendors.

FURTHER RESOLVED, that this Board retroactively authorizes the City Manager and Mayor to execute any documents necessary to purchase the 6" C900 PVC Pipe DR18 and emergency labor services for installation of the replacement water main on Hillandale Drive and Valley Road, and amend the budget accordingly, dispensing with the procedures that would normally be followed in soliciting and awarding a public works contract or sealed competitive bid for purchase of equipment;

SO RESOLVED, this 23rd day of August, 2022.

_____
Douglas S. Hollberg, Mayor

Attest:

_____
Jessica W. O'Connor, City Manager

RESOLUTION

A RESOLUTION TO AMEND THE FISCAL YEAR 2023 BUDGET IN THE AMOUNT OF $100,000.00

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

WHEREAS, on June 14, 2022, the Board of City Commissioners adopted the Fiscal Year 2023 Budget; and

WHEREAS, the Board of City Commissioners approve amending the City of Griffin's Watershed Management Fund Fiscal Year 2022-2023 Operating and Capital Budget by reallocating $100,000.00 to Repair & Maintenance Services, for Fiscal Year 2023, for the purpose set forth below; and

BE IT RESOLVED by the Board of City Commissioners this 23rd day of August, 2022, that the Fiscal Year 2023 Budget be, and is hereby, amended in the amount of $100,000.00 as follows:

Watershed Management Fund-Water Distribution

INCREASE EXPENSE		
505-4440-52-2200-0000	Repair & Maintenance Services	100,000.00
DECREASE EXPENSE		
505-4440-54-1400-0000	Capital Infrastructure	(50,000.00)

Watershed Management Fund-Wastewater Collection

DECREASE EXPENSE		
505-4340-54-1400-0000	Capital Infrastructure	(50,000.00)

_____

Douglas Hollberg, Mayor

_____

Jessica O'Connor, Secretary

SH 7/29/22

Griffin
Growing, TOGETHER
Water & Wastewater Department

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

DATE: 7/29/22

FY23 Purchase Order No. 23-0049

Bid/Quote No. b559430

Vendor No.

Vendor Name & Address
Ferguson Water Works
Attn: Arthur Crooms
187 Poplar Street
Macon, Ga. 31201

Ph: 4787464885 Fax: 4787433450

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

Deliver to:
City of Griffin
Water & Wastewater Warehouse
700 Beck Street
Griffin, GA 30223

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

ATTN: Danny Pryor / Doug White

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

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

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

Description	Account Number	Quantity	UOM	Unit Price	Extended Totals
	- - - -				
C900-6 ✓	~~505 - 4400 - 11 - 3602 - 0000~~	2000	FT	13.500	27,000.00
6" C900 PVC PIPE DR18	- - - -				
	505 - 4440 - 52 - 2200 - 0000				
Hillandale Dr	- - - -				
	- - - -				
7-29-2022 as Changed pending BA	- - - -				
	- - - -				
	- - - -				
	- - - -				
	- - - -				
	- - - -				
CAPITAL PROJECT #:	- - - -	*enter debit/credit amounts in*			
(DISTRIBUTION & $$)	- - - -	*the extended totals column*			

COMMENTS: **Totals: $** **27,000.00**

EMERGENCY MATERIAL ORDER

FY23 Purchase Order

COG USE ONLY ⬇ COG USE ONLY ⬇

PRICING METHOD:

	Verbal / Phone	Dept / Requestor / Date: [signature] — Purchasing / Date: Sherri Huggins 7/29/22
X	Email/Mail/Fax	Department Mgr / Date: [signature] 7/29/22 — Finance Director / Date
	Bid / RFP #	City Manager / Date: [signature] 7/29/22 — BOARD / Date

Copy emailed to Supplier ☐ Supplier Notified

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.

FERGUSON WATERWORKS

FEL-DIXIE PLUMBING #1462
187 POPLAR STREET
MACON, GA 31201-0000

Phone: 478-746-4885
Fax: 478-743-3450

Deliver To:
From: Eric Renfroe
Comments:

FEL-DIXIE PLUMBING #1462
Price Quotation
Phone: 478-746-4885
Fax: 478-743-3450

Bid No: B559430
Bid Date: 07/29/22
Quoted By: ER

Cust Phone: 770-229-6401
Terms: NET 10TH PROX

Customer:
CITY OF GRIFFIN
DIRECTOR WATER/WASTEWATE
ACCOUNTING DEPARTMENT
PO BOX T
GRIFFIN, GA 30224

Ship To:
CITY OF GRIFFIN
DIRECTOR WATER/WASTEWATE
ACCOUNTING DEPARTMENT
PO BOX T
GRIFFIN, GA 30224

Cust PO#:

Job Name: 6 C900 DR18

Item	Description	Quantity	Net Price	UM	Total
DR18BPU	6 C900 DR18 PVC GJ BLUE PIPE	2000	13.500	FT	27000.00

Net Total:	$27000.00
Tax:	$0.00
Freight:	$0.00
Total:	$27000.00

Quoted prices are based upon receipt of the total quantity for immediate shipment (48 hours). SHIPMENTS BEYOND 48 HOURS SHALL BE AT THE PRICE IN EFFECT AT TIME OF SHIPMENT UNLESS NOTED OTHERWISE. QUOTES FOR PRODUCTS SHIPPED FOR RESALE ARE NOT FIRM UNLESS NOTED OTHERWISE.

CONTACT YOUR SALES REPRESENTATIVE IMMEDIATELY FOR ASSISTANCE WITH DBE/MBE/WBE/SMALL BUSINESS REQUIREMENTS.

Seller not responsible for delays, lack of product or increase of pricing due to causes beyond our control, and/or based upon Local, State and Federal laws governing type of products that can be sold or put into commerce. This Quote is offered contingent upon the Buyer's acceptance of Seller's terms and conditions, which are incorporated by reference and found either following this document, or on the web at https://www.ferguson.com/content/website-info/terms-of-sale
Govt Buyers: All items are open market unless noted otherwise.

LEAD LAW WARNING: It is illegal to install products that are not "lead free" in accordance with US Federal or other applicable law in potable water systems anticipated for human consumption. Products with *NP in the description are NOT lead free and can only be installed in non-potable applications. Buyer is solely responsible for product selection.
COVID-19 ORDER: ANY REFERENCE TO OR INCORPORATION OF EXECUTIVE ORDER 14042 AND/OR THE EO-IMPLEMENTING FEDERAL CLAUSES (FAR 52.223-99 AND/OR DFARS 252.223-7999) IS EXPRESSLY REJECTED BY SELLER AND SHALL NOT APPLY AS SELLER IS A MATERIALS SUPPLIER AND THEREFORE EXEMPT UNDER THE EXECUTIVE ORDER.

All In Stock Have Monday

HOW ARE WE DOING? WE WANT YOUR FEEDBACK!
Scan the QR code or use the link below to complete a survey about your bids:
https://survey.medallia.com/?bidsorder&fc=1462&on=23208

Griffin

CITY OF GRIFFIN
Request for Quotation
CODE ENFORCEMENT

HiperWeb (INVQ2)
7/29/22 11:02

Quotation #: 2039

Requested WHITE, DOUG
Description: SPECIAL ORDER MATERIAL C900 DR18 6 INCH

Request Date: 07/29/2022
Expiration Date: 01/01/2023
Bid Due By Date: 08/01/2022

Vendor Code/Name: CONSOLIDATED PIPE AND SUPPLY

Address: 419 CHAPMAN RD.
BYRON GA 3 - 1008

Phone: 478-956-4777
Fax: 478-956-4776
E-Mail: COLBY.STILL@CPSPIPE.COM

Part Code	Part Description	Notes/Ref No.	Quantity	Units	Promise	Unit Price	Ext. Price
C900-6	PIPE - C900 DR18 6"		2000	FEET	07/29/2022	14.600	29200.000

*** Vendor Total *** 29200

Vendor Code/Name: FERGUSON ENTERPRISES INC.

Address: 187 Poplar Stree
Macon GA 3 - 1210

Phone: (478) 746 - 4885
Fax: (478) 743 - 3450
E-Mail: arthur.crooms@ferguson.com

Part Code	Part Description	Notes/Ref No.	Quantity	Units	Promise	Unit Price	Ext. Price
C900-6	PIPE - C900 DR18 6"		2000	FEET	07/29/2022	13.500	27000.000

*** Vendor Total *** 27000

Vendor Code/Name: Macon Supply Company

Address: 2140 Seventh Street
Macon GA 3 - 1202

Phone: 478-743-1505
Fax: 478-741-1953
E-Mail: rzimmerman@maconsupply.com

Part Code	Part Description	Notes/Ref No.	Quantity	Units	Promise	Unit Price	Ext. Price
C900-6	PIPE - C900 DR18 6"		2000	FEET	07/29/2022	15.690	31380.000

*** Vendor Total *** 31380

Griffin

CITY OF GRIFFIN
Request for Quotation
CODE ENFORCEMENT

HiperWeb (INVQ2)
7/29/22 11:02

Quotation #: 2039

Requested WHITE, DOUG
Description: SPECIAL ORDER MATERIAL C900 DR18 6 INCH

Request Date: 07/29/2022
Expiration Date: 01/01/2023
Bid Due By Date: 08/01/2022

Vendor Code/Name: FERGUSON ENTERPRISES INC.

Address: 187 Poplar Stree
Macon GA 3 - 1210

Phone: (478) 746 - 4885
Fax: (478) 743 - 3450
E-Mail: arthur.crooms@ferguson.com

Part Code	Part Description	Notes/Ref No.	Quantity	Units	Promise	Unit Price	Ext. Price
C900-6	PIPE - C900 DR18 6"		2000	FEET	07/29/2022	13.500	27000.000

*** Vendor Total *** 27000

C O N S O L I D A T E D P I P E A N D S U P P L Y C O ., I N C .
C U S T O M E R Q U O T E

419 CHAPMAN ROAD
BYRON GA 31008

Quote Nbr: 324725 000 Page 1
Quote Date: 7/29/2022

0025 - KOREY AVERY
PHONE 478-956-4777
FAX 478-956-4776

Job: 6" C900

Bid Date: 7/29/2022

671425 - GRIFFIN CITY OF
WATER & SEWAGE DEPT
P O BOX T
GRIFFIN GA 30224

Good Until: 8/15/2022
To: DOUG WHITE
Email: korey.avery@cpspipe.com

Line	Qty	Item	Size/Wall/Description	Price	Extended Price
1	2000.0	290007	6 DR18 PVC C-900 PC 235 CIS BLUE 20 GSKT (2-4 DAY LEAD)	1,460.00 CFT	29,200.00

Total: 29,200.00

IN Stock AT ANOTHER LOCATION.

Quotation

2140 SEVENTH STREET
MACON, GA 31206
478-743-1505 Fax 478-741-1953
www.maconsupply.com

QUOTE DATE	QUOTE NUMBER
07/29/22	S2178070

ORDER TO:
MACON SUPPLY COMPANY
2140 SEVENTH STREET
MACON, GA 31206

PAGE NO: 1

QUOTE TO:
CITY OF GRIFFIN
PO DRAWER T
GRIFFIN, GA 30224

SHIP TO:
CITY OF GRIFFIN
WATER DISTRIBUTION DIVISION
700 BECK ST
GRIFFIN, GA 30224

CUSTOMER NUMBER	CUSTOMER ORDER NUMBER	RELEASE NUMBER	SALESPERSON
288	6C900		CLIFF MATHIS

WRITER	SHIP VIA	TERMS	SHIP DATE	FREIGHT ALLOWED
ROBERT ZIMMERMAN	OT OUR TRUCK	Net 10th Prox	11/20/22	No

ORDER QTY	PART NO	DESCRIPTION	Net Prc	Ext Prc
2000ft	2432	FT 6IN X 20 CL150 C900 PIPE DR-18 270-01010 TAXES NOT INCLUDED	15.690	31380.00

1060 In Stock
4-6 week on the Rest.

*** IMPORTANT***
PRICES ARE SUBJECT TO CHANGE WITHOUT NOTICE IN TODAY'S VOLATILE MARKET. PLEASE CONFIRM PRICING BEFORE ORDERING WE APPRECIATE THE OPPORTUNITY TO SERVE YOU!

Subtotal	31380.00
S&H CHGS	0.00
Amount Due	31380.00

Griffin
Growing, TOGETHER

SH 8/9/22

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

DATE: 8/9/22

FY23 Purchase Order No. 23-00172

Bid/Quote No. _____

Vendor No. _____

Vendor Name & Address
Crawford Grading & Pipeline, Inc.
Attn: Stuart Lee
1505 Dunlap Road
Luthersville, GA 30251
slee@crawfordgrading.com
Ph: 770-927-0413 Fax: 770-927-2533

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

Deliver to:
City of Griffin
Dept. Watershed Management
100 South Hill St
Griffin, GA 30223

ATTN: Brandon Lewis
Phone: 770-229-6424 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

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- 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
Emergency Labor Services for installation of ✓	505 - 4440 - 52 - 2200 - 0000	1	Total	134,868.000	134,868.00
replacement water main on Hillandale Drive	- - - -				
and Valley Road	- - - -				
	- - - -				
EMERGENCY PO	- - - -				
HILLANDALE SUBDIVISION WATER MAIN	- - - -				
REPAIRS	- - - -				
	- - - -				
	- - - -				
	- - - -				
	- - - -				
	- - - -				
CAPITAL PROJECT #: BA 8-23-2022	- - - -	*enter debit/credit amounts in*			
(DISTRIBUTION & $$)	- - - -	*the extended totals column*			

COMMENTS:
2 quotes attached

Totals: $ 134,868.00

FY23 Purchase Order

COG USE ONLY

PRICING METHOD:

	Verbal / Phone
X	Email/Mail/Fax
	Bid / RFP #
	Copy emailed to Supplier
	Supplier Notified

COG USE ONLY

Watershed / Brandon Lewis / 8/9/22

Dept / Requestor / Date: BB 8/9/22

Department Mgr / Date: 8/10/22

City Manager / Date:

Purchasing / Date: Sheri Huggins 8/10/22

Finance Director / Date: Amanda Carmichael 8/10/22

BOARD / Date:

TERMS AND CONDITIONS OF PO / CONTRACT

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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.

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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.

CRAWFORD
GRADING & PIPELINE, INC.
(770) 927-0413 Office (770) 927-2533 Fax
1505 Dunlap Road, Luthersville, GA 30251
www.crawfordgrading.com

Proposal

Submitted To: B. Lewis
City of Griffin
Blewis@cityofgriffin.com

Date: August 5, 2022

Job Name	Job Location	Plan Information
Hillandale Drive Water Line Emergency (LABOR ONLY)	Griffin, Ga	N/A

SCOPE OF WORK

Description	QTY	UNIT	UNIT PRICE	TOTAL
6" PVC C900 (INSTALLED & TESTED)	1,790	LF	$44.20	$79,118.00
6" MJ TEE W/ MEGA LUG ACC	3	EA	$516.00	$1,548.00
6" MJ GATE VALVE W/ ML ACC	3	EA	$529.00	$1,587.00
6" MJ CAP W/ 2" TAP & CONNECTION TO MAIN	3	EA	$1,421.00	$4,263.00
FIRE HYDRANT ASSEMBLY (LABOR ONLY)	4	EA	$425.00	$1,700.00
3/4" SHORT SIDE SERVICE ASSEMBLY	7	EA	$927.00	$6,489.00
3/4" LONG SIDE SERVICE ASSEMBLY	10	EA	$1,521.00	$15,210.00
4' MILLING FOR WATER MAIN INSTALL	1,790	LF	$6.70	$11,993.00
6" GAB TEMPORARY DRIVING STONE	270	TN	$48.00	$12,960.00
			TOTAL:	**$134,868.00**

PROJECT NOTES:

1) ANYTHING NOT LISTED ON ABOVE QUOTE EXCLUDED.
2) ALL STAKING, LAYOUT & ASBULIT BY OTHERS.
3) ROCK EXCAVATION EXCLUDED.
4) NOT RESPONSIBLE FOR DAMAGE OR REPAIR OF UNMARKED OR UNLOCATED PRIVATE UTILITIES.
5) QUANTITIES ARE ESTIMATED; WE WILL FIELD MEASURE FOR PAYMENT.
6) BONDS EXCLUDED.
7) CITY TO PROVIDE ALL MATERIAL FOR INSTALLATION.
8) ALL GRASSING AND EROSION CONTROL IF NEEDED; BY OTHERS.
9) NO STONE BEDDING QUOTED FOR WATERLINES.
10) NO LANDSCAPING INCLUDED IN QUOTE.
11) CONCRETE CAP AND ASPHALT PAVING EXCLUDED FROM THIS QUOTE.

Notes:
Price does not include permits, bonds, license, engineering, staking, surveying, silt fence, clearing, landscaping, pavement, curb or sidewalk replacement **unless noted above**. Rock Excavation is $100.00 per Cubic Yard. Minimum Rock Excavation Fee is $5,000.00

This Proposal may be withdrawn if not accepted within **30** days.

If any additional testing or any intermediate testing is required, then an additional fee will be charged.

To accept this quotation, sign here and return: _____