AGENDA
Regular Scheduled Meeting
CITY OF GRIFFIN BOARD OF COMMISSIONERS
April 22, 2025
W. ELMER GEORGE MUNICIPAL HALL
6:00 PM

Present:

Call to order by Mayor Hollberg

Pledge of Allegiance

Invocation

Approval of Agenda

PRESENTATIONS AND DELEGATIONS

1. Recognize Andy Meeks, Battalion Chief Griffin Fire, as the March 2025 Strongest Link in the Chain award recipient. *Fire Chief John Hamilton will present.*

2. Presentation of Proclamation for Drinking Water Week and Water Professionals Appreciation Day

3. Presentation of a proclamation for Administrative Professionals Day, April 23, 2025.

4. Presentation of a proclamation for Public Service Recognition Week, May 4-10, 2025.

CITIZEN COMMENTS

At this time, the Mayor opens the floor to comments from the audience. Comments should relate to a specific agenda item, not listed on the agenda for a Public Hearing, or to a concern within the jurisdiction of the City. Commission meetings serve the purpose of conducting city business and are not a forum for the unlimited expression of opinion. Subject to the Citizen Comment Policy adopted on February 13, 2024 and posted for public view, all speakers shall be limited to three minutes which will be strictly followed and enforced. The Mayor reserves the right to limit comments to matters germane to city business and may refer speakers to the City Manager or other staff for resolution.

PUBLIC HEARINGS

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

5. Receive comments regarding a request to rezone property located at 735 West Solomon Street consisting of 0.08 +/- acres from Medium Density Residential (MDR) to Planned Commercial Development (PCD). *Director of Planning and Development, Michelle Haynes, will address.*

6. Receive comments regarding the formalization of the Urban Redevelopment Authority's boundaries. *Economic Development Director Jeremy Stratton will present.*

CONSENT AGENDA

7. Consider the purchase of miscellaneous electric inventory materials in the amount of $34,610.00 from Gresco Utility Supply Co., lowest quote. *Electric Director, Jennifer Freeman, will address.*

8. Consider the purchase of miscellaneous electric material in the amount of $39,809.30 from Cape Electric Supply, lowest bidder. *Electric Director, Jennifer Freeman, will address.*

9. Consider a contract with Otis Elevator in the amount of $9,750.00 to change the oil in the hydraulic elevator

lines and power unit for the hydraulic elevator located at One Griffin Center. *Public Works Director, Mariza Eller, will address.*

REGULAR AGENDA

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

10. Consider a request to rezone property located at 735 West Solomon Street consisting of 0.08 +/- acres from Medium Density Residential (MDR) to Planned Commercial Development (PCD). *Director of Planning and Development, Michelle Haynes, will address.*

11. Consider a resolution revising the boundaries of the City of Griffin Urban Redevelopment District. *Economi Development Director Jeremy Stratton will address.*

12. Consider the minutes of the City of Griffin Board of Commissioners' Called Meeting on February 28, 2025.

13. Consider minutes of the Griffin Board of Commissioners' Regular Meeting on April 8, 2025.

14. Consider a purchase agreement between the City of Griffin and Stuart C. Irby Co. in an amount not to exceed $600,000.00 for the purchase of parts and materials necessary for the maintenance and repair of electric infrastructure. *Electric Director, Jennifer Freeman will address.*

15. Consider directing MEAG Power to place 100% of the City's 2024 MEAG Power Year End Settlement refund of $3,355,432.00 into the City's MEAG Municipal Competitive Trust Flexible Operating Account- Short Term Portfolio and authorize execution of the MEAG Power Projects 2024 Year-End Settlement Form by the Mayor and the City Manager. *Electric Director, Jennifer Freeman, will address.*

16. Consider a resolution for the purchase of right of way and a temporary construction easement for construction of a sidewalk on Hamilton Boulevard for the Hamilton Boulevard realignment project in the amount of $6,843.00. *Public Works Director, Mariza Eller, will address.*

17. Consider a project framework agreement with Georgia Department of Transportation for the preliminary engineering of a sidewalk on Zebulon Road from Pineywood Road to Crescent Road via the Transportation Alternatives Program grant funding awarded to the City of Griffin in the amount of $400,000.00 in federal funding and $100,000.00 from the City's required local match. *Public Works Director, Mariza Eller, will address.*

18. Consider a contact amendment with Doric Vault Company for interment and burial services at Oak Hill Cemetery with the cost of service provided as stated in the price sheet within the contract amendment. *Public Works Director, Mariza Eller, will address.*

19. Consider acceptance of the Georgia Airport Aid Funding Grant Contract AP025-9000-42(255) commonly referred to as (GAAF-42), continuing the work effort in support of the New Griffin-Spalding Regional Airport. *Airport Director, Robert Mohl, will address.*

20. Consider a 12 month tire recycling contract with Quality Tire Recycling, an EPD approved tire recycler, for the purpose of disposing of scrap tires. *Solid Waste Director, Todd Ennis, will address.*

21. Consider a claim for personal injury to Lola Bennett, a minor, by her parents and natural guardians, Clay & Katie Bennett, based upon purported Ante Litem Notice, dated April 11, 2025 from attorney Ben Hancock, The King Injury Law. *City Attorney Drew Whalen will address.*

22. Consider an Ordinance to amend and restate the Retirement Plan for the Employees of the City of Griffin, Georgia, in accordance with and subject to the terms and conditions set forth in the attached Adoption Agreement, any Addendum to the Adoption Agreement, the Georgia Municipal Employees Benefit System

(GMEBS) Basic Plan Document, and the GMEBS Trust Agreement. *City Manager, Jessica O'Connor and City Attorney, Drew Whalen will address.*

CITY MANAGER'S REPORT

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

CITY ATTORNEY COMMENTS

CITY COMMISSIONER COMMENTS

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

ADJOURN

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

AGENDA ITEM SUMMARY

ITEM SUMMARY:

Recognize Andy Meeks, Battalion Chief Griffin Fire, as the March 2025 Strongest Link in the Chain award recipient. *Fire Chief John Hamilton will present.*

SPECIAL CONSIDERATIONS OR CONCERNS:

The "Strongest Link in the Chain" award is given monthly to a deserving employee who has demonstrated excellent performance and productivity, loyalty, professional pride, and other noteworthy accomplishments. The award recognizes that all City employees link together to form a chain that provides the residents of the City with excellent service. That service is only as strong as its weakest link in the chain. Therefore, all employees should strive to be a "strong link" in the chain. Nominations are received from any City employee and are vetted by Department Directors who recommend the award recipient to the City Manager.

The recognized employee receives one day off with pay, a gift certificate to a local restaurant, a "Strongest Link in the Chain" plaque, and the symbolic "chain", which he or she will be the custodian of until a subsequent employee is recognized.

STAFF RECOMMENDATION:

N/A

FINANCIAL IMPACT:

N/A

Submitted By:
Stephanie Woods

Meeting Date:
22/04/2025

Reviewed By:
Jessica O'Connor

ATTACHMENTS:
Andy Meeks 3.25.pdf

Griffin
Growing TOGETHER

Strongest Link in the Chain (Individual) Nomination Form

Nominee Name Andrew Meeks Department Fire - Suppression

Nominee Dept. Director signature required to move forward. Nominator to get this before submitting this form to Human Resources to be considered.

Nominee Department Director Approval for submission [signature] Date 3/31/25

Your (Nominator) Name John Hamilton Department Fire

Submission Date to HR 3/31/25

Is this monthly nomination? (Yes) No If yes, which month March

Is this an annual nomination? Yes (No) If yes, which year

Reason for the Nomination

Using the program criteria, explain in detail why the employee deserves to be recognized as the *Strongest Link in the Chain*. Use a separate sheet if necessary.

Chief Meeks is an asset to the entire City and not just the Fire Department. He is the volunteer Emergency Management Coordinator for the City. This means he does a lot more than his regular job with little to no compensation. In January alone, along with his normal duties, he worked closely with City + County departments in preparation + response during two winter events. In between he has been working with City departments to ensure continuity of operations in the event of a disaster.

(continued on back) Pg 1 of 3

Chief Meeks rarely says no to requests for assistance. In times of LAWS rescue team activations, he is usually calling me before I get the chance to call him. Chief Meeks has made it his priority to improve the readiness of the city and be a liason to our partners at Spalding County. He is ~~absolutely~~ absolutely deserving of the strongest link in most aspects of his job.

In addition in February he worked early morning to late evenings, mostly off-duty, to work in the EOC to manage issues that concerned the city & county.

Attachment for Andy Meeks Strongest Link in the Chain nomination form

This past month (March) he completed building out our new electronic truck check offs. He also worked with IT to ensure we had what we needed to begin working on an ISO requirement for hydrant maintenance. Both of these will help our department be efficient and track better what is being done and what needs to be done. This is all in addition to his daily suppression duties and all of the Emergency management duties.

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AGENDA ITEM SUMMARY

ITEM SUMMARY:

Presentation of Proclamation for Drinking Water Week and Water Professionals Appreciation Day

SPECIAL CONSIDERATIONS OR CONCERNS:

N/A

STAFF RECOMMENDATION:

N/A

FINANCIAL IMPACT:

N/A

Submitted By:

Susan Bartholomew

Meeting Date:

22/04/2025

Reviewed By:

Jessica O'Connor

ATTACHMENTS:

Drinking Water Week 2025.pdf

Proclamation

Declaring May 4-10, 2025 as Drinking Water Week 2025 and May 5, 2025 as Water Professionals Appreciation Day

WHEREAS, Water is our most valuable natural resource, and Georgia's water professionals are committed to operating water facilities to maintain consistent compliance with extremely stringent standards; and

WHEREAS, Drinking water serves a vital role in daily life, serving an essential purpose to health, hydration and hygiene needs for the quality of life our citizens enjoy; and

WHEREAS, Tap water delivers public health protection, fire protection, support for our economy and the quality of life we enjoy; and

WHEREAS, The hard work performed by the entire water sector includes designing capital projects, ensuring the safety and quality of drinking water and the proper discharge of treated wastewater to our rivers and streams, the continuous effort to manage stormwater systems or a member of a pipe crew maintaining the infrastructure communities rely on to transport high quality drinking water from its source to consumers' taps; and

WHEREAS, we are all stewards of the water infrastructure upon which current and future generations depend and the citizens of Griffin are called upon to help protect our source waters from pollution, practice water conservation and get involved with their water by familiarizing themselves with it;

NOW, THEREFORE
BE IT RESOLVED,

that Board of Commissioners of the City of Griffin does hereby proclaim May 4-10, 2025 to be **"Drinking Water Week"** and May 5, 2024 to be **"Water Professionals Appreciation Day"** in the City of Griffin and urges all citizens to support efforts to protect our waters from pollution and practice conservation of this important resource for the continued well-being of present and future generations.

IN WITNESS
WHEREOF, I have hereunto set my hand and caused the Seal of the City of Griffin to be affixed on this 22nd day of April in the year of our Lord two thousand and twenty-five.

_____
Douglas S. Hollberg, Mayor

_____
Jessica W. O'Connor, City Manager

AGENDA ITEM SUMMARY

ITEM SUMMARY:

Presentation of a proclamation for Administrative Professionals Day, April 23, 2025.

SPECIAL CONSIDERATIONS OR CONCERNS:

N/A

STAFF RECOMMENDATION:

N/A

FINANCIAL IMPACT:

N/A

Submitted By:

Susan Bartholomew

Meeting Date:

22/04/2025

Reviewed By:

Jessica O'Connor

ATTACHMENTS:

Administrative Professionals' Day 2025.pdf

Proclamation

Administrative Professionals Day

WHEREAS, Administrative professionals play an essential role in coordinating the office operations of businesses, government, educational institutions and other organizations; and

WHEREAS, The work of administrative professionals requires advanced knowledge and expertise in communications, computer software, office technology, project management, organization, customer service and other vital office management responsibilities; and

WHEREAS, Administrative Professionals' Day is observed annually in workplaces around the world to recognize the important contributions of administrative support staff; and

WHEREAS, Administrative Professionals' Day celebrates and sheds light on administrative professionals and their devoted and valued work.

NOW, THEREFORE BE IT RESOLVED,

That the City of Griffin Board of Commissioners does hereby proclaim April 23, 2025 as

"Administrative Professionals Day"

in the City of Griffin, Georgia and urges all citizens to pause to reflect on their contributions and salute all of the skillful, conscientious and efficient administrative professionals who positively contribute to offices within the City of Griffin. I have hereunto caused the Seal of the City of Griffin to be affixed on this, the twenty-second day of April in the year of our Lord two thousand and twenty-five.

_____
Douglas S. Hollberg, Mayor

_____
Jessica W. O'Connor, City Manager

AGENDA ITEM SUMMARY

ITEM SUMMARY:

Presentation of a proclamation for Public Service Recognition Week, May 4-10, 2025.

SPECIAL CONSIDERATIONS OR CONCERNS:

N/A

STAFF RECOMMENDATION:

N/A

FINANCIAL IMPACT:

N/A

Submitted By:

Susan Bartholomew

Meeting Date:

22/04/2025

Reviewed By:

Jessica O'Connor

ATTACHMENTS:

Public Service Recognition Week 2025.pdf

Proclamation

Public Service Recognition Week
May 4-10, 2025

WHEREAS, Americans are served every single day by public servants at the federal, state, county and city levels. These unsung heroes' tireless efforts keep our nation working; and

WHEREAS, Public employees take not only jobs, but oaths; and

WHEREAS, Many public servants, including military personnel, police officers, firefighters, border patrol officers, embassy employees, health care professionals and others risk their lives each day in service to the people of the United States and around the world; and

WHEREAS, Without these public servants at every level, continuity would be impossible in a democracy that regularly changes its leaders and elected officials.

WHEREAS, the City of Griffin, Georgia has 447 public service employees who, in partnership with our community, strive to uphold the mission of the City of Griffin to protect and enhance the quality of life by providing a high level of service in an efficient and responsive manner for all citizens.

NOW, THEREFORE
BE IT RESOLVED,

that Board of Commissioners of the City of Griffin does hereby proclaim May 4-10, 2025 to be **Public Service Recognition Week** in the City of Griffin and urges all citizens to recognize the accomplishments and contributions of government employees at all levels.

IN WITNESS
WHEREOF, I have hereunto set my hand and caused the Seal of the City of Griffin to be affixed on this 22nd day of April in the year of our Lord two thousand and twenty-five.

_____
Douglas S. Hollberg, Mayor

_____
Jessica W. O'Connor, City Manager

AGENDA ITEM SUMMARY

ITEM SUMMARY:

Receive comments regarding a request to rezone property located at 735 West Solomon Street consisting of 0.08 +/- acres from Medium Density Residential (MDR) to Planned Commercial Development (PCD). *Director of Planning and Development, Michelle Haynes, will address.*

SPECIAL CONSIDERATIONS OR CONCERNS:

The applicants, Veronica Ramirez and Zaida Garcia, are requesting a zoning change from Medium Density Residential (MDR) to Planned Commercial Development (PCD) for the parcel located at 735 West Solomon Street. In the past, the use has been residential. The property is vacant at this time. The applicant, Ms. Garcia, currently rents a booth at a local salon, and it is her goal to use this location to open her own beauty salon. In order to do so, the zoning will need to change from Medium Density Residential, (MDR) to Planned Commercial Development, (PCD). The subject property is a 0.08 +/- acre tract of land and the rezoning would apply to 0.08 + acres.

STAFF RECOMMENDATION:

Planning staff recommends APPROVAL of the request (25-REZ-01) to rezone 0.08+/- acres tract of land located at 735 West Solomon Street from Medium Density Residential to Planned Commercial Development.

FINANCIAL IMPACT:

N/A

Submitted By:
Michelle Haynes,MPA

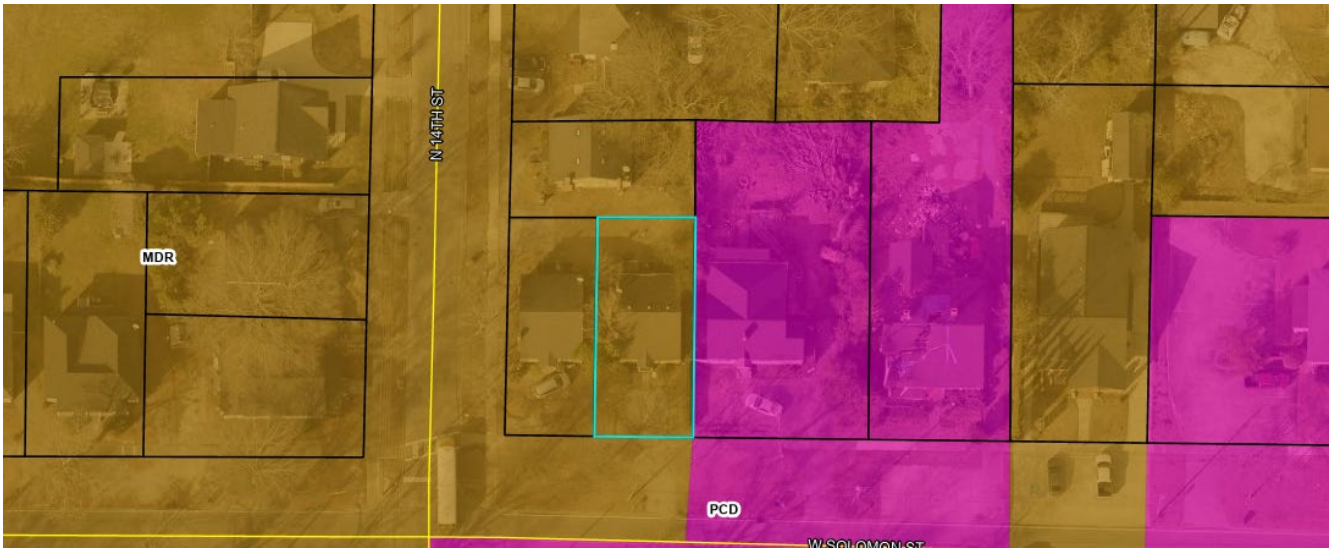
Meeting Date:
22/04/2025

Reviewed By:
Jessica O'Connor

ATTACHMENTS:
25-REZ-01 735 W Solomon St Staff Report.pdf
Application.pdf
Rezoning Ordinance 25-REZ-01, 735 W Solomon St - PCD.pdf

735 West Solomon Street
REZONING REQUEST
(Project No. 25-REZ-01)

Applicant: Verónica Ramírez and Zaida García
Owner: Verónica Ramírez and Eliodoro Ramírez Martínez



Current Land Use Classification	Residential
Current Zoning	Medium Density Residential
Proposed Zoning	Planning Commercial Development
Character Area	Mixed Use
Proposed Use	Commercial
Parcel Size	0.08 +/- acres
Map, Block & Lot Number	Map 011 Block 08 Lot 012A
Planning & Zoning Board	April 21, 2025
City Commission	April 22, 2025
City Commission Member	District 2 Rose Curtis
Planning Board Member	District 2 Kenda Amin
Citizen Notification	Legal notice was run in the April 5, 2025 edition of the Griffin Daily News for the Planning & Zoning Meeting and for the City Board of Commissioners Public Hearing. A sign was placed on the proposed property illustrating the purpose, date and time of both meetings on April 4, 2025.

Proposal/Site Location:

The applicants, Veronica Ramirez and Zaida Garcia, are requesting a zoning change from Medium Density Residential (MDR) to Planned Commercial Development (PCD) for the parcel located at 735 West Solomon Street. In the past, the use has been residential. The property is vacant at this time. The applicant, Ms. Garcia, currently rents a booth at local salon and it is her goal to use this location to open up her own beauty salon. In order to do so, the zoning will need to change from Medium Density Residential, (MDR) to Planned Commercial Development, (PCD). The subject property is a 0.08 +/- acre tract of land and the rezoning would apply to 0.08 +/- acres.



Sent from my iPhone



Zoning Ordinance Sections applicable to this Application:

The following sections of the City of Griffin Zoning Ordinance apply to the rezoning request:

- Article 4. Section 405 - Standards for review for zoning amendments (Rezoning)
- Article 4. Section 408 - Public Hearings
- Article 7. Section 708 – Medium Density Residential (MDR)
- Article 7. Section 714 – Planned Commercial Development (PCD)

The following sections of the City of Griffin 2024 - 2044 Comprehensive Plan Update apply to this request:

Section	Consistency	Reason
Housing	N/A	Character Area Map has the subject property planned as Mixed Use
Citizen Notification & Participation	Yes	Legal Notice ran in the April 5, 2025 edition of the G*riffin Daily News* for Planning & Zoning Meeting and for City Board of Commissioners Public Hearing. Signage was placed on the proposed property, illustrating the purpose, date and time of both meetings on April 4, 2025.
Economic Development	Yes	Provide commercial services
Natural & Historic Development	N/A	To staff's knowledge, the property has no historical significance.
Community Facilities	Yes	Water & sanitary sewer are accessible; electricity served by City of Griffin.
Land Use	Yes	Proposed rezoning is consistent with the Comprehensive Plan and the Character Area Map

Application Review

"Article 4. Section 405. Rezonings. All amendments (rezoning) to the Zoning Ordinance shall be evaluated in accordance with the following standards used to interpret the balance between an individual's right to the use of their property and the public health, safety or general welfare of the community. In applying these standards, expression of opinions unsupported by objective factual analysis, using the criteria set forth below, should not be considered by the Board of Commissioners."

a. **Existing uses and zoning of adjacent property**.

Direction	Zoning	Existing Uses
North	MDR	Residential
South	PCD	Commercial
East	PCD	Residential (nonconforming)
West	MDR	Residential

The subject property is currently zoned Medium Density Residential (MDR). The properties immediately adjacent to the north and the west are zoned Medium Density Residential (MDR). The properties immediately adjacent to the south and east are Planned Commercial Development (PCD).

b. **Does the property to be affected by the rezoning proposal have a reasonable economic use as currently zoned, although such use may not be its highest and best potential use?**

The property subject to the rezoning proposal may have a reasonable economic use under its current zoning designation of Medium Density Residential. Prior to the sale, the property remained vacant. By rezoning the parcel to Planned Commercial Development, this will allow the owner to create an owner-occupied business. The owner has no intention of renting out the property for residential purposes.

c. **Will the requested proposed zoning permit a use that is suitable in regards to the use and development of adjacent and nearby property**?

The proposed zoning will permit a use that is suitable in regards to the use and development of adjacent and nearby properties. The Comprehensive Plan has this address located in the Mixed-Use area. Recommended land uses for this area are general commercial, office, medical/dental clinics, governmental/institutional, general retail and residential. The appropriate zoning designations for the Mixed-Use area are the Mixed-Use overlays. The proposed zoning of Planned Commercial Development can be considered suitable.

d. **What is the relative gain to the public as compared to the hardship imposed upon the individual property owner (applicant) by maintaining the existing zoning?**

There is no relative gain to the public in maintaining the existing zoning for the 0.08-acre tract. Rezoning does not go against the intent of the Comprehensive Plan which has residential and commercial in the Mixed-Use area. Should the use stay residential, the owner would only be required to get an electrical reconnect inspection. By leaving the zoning as residential, the building would be used as a residence and would need to be rented out. The rezoning would allow the use of the property to be as commercial property which will be occupied by the owner.

e. **The suitability of the subject property for the purposes for which the applicant seeks to have it rezoned, including availability of existing infrastructure**.

The area designated as Mixed-Use areas are characterized by combination of residential, commercial and office uses with pedestrian-friendly access. Mixed-use areas are suitable for high density and are usually multimodal for all users. The proposed business will be a small hair salon within walking distance of residents living in the surrounding area. Economic Development (ED)Action 3.1(1) for the Mixed-use areas is to increase quality of life amenities by improving existing city facilities and adding more entertainment features and point of interest. The rezoning of this property will help to accomplish this goal. The proposed rezoning is consistent with the City of Griffin Comprehensive Plan and the Character Area Map. The use of this parcel is currently residential and the City of Griffin supplies the water, sewer, and electric. There are a few off street parking spaces for the customers to be able to use.

f. **The compatibility of the applicant's proposed use of the property, if rezoned, with surrounding properties and uses (the applicant should address measures to reduce negative impacts of the proposed use, including any conditions attached to a recommendation for rezoning by the Zoning Administrator and/or Planning and Zoning Board)**.

The applicant's rezoning request to Planned Commercial Development (PCD) is compatible with surrounding properties and uses; the Comprehensive Plan and the Character Area map indicate this parcel can be either residential or commercial. According to Article 714A of the UDC, the intent of the Planned Commercial Development is to promote and encourage the clustering of commercial uses which occur along arterial thoroughfares; to promote and encourage the infill of commercial uses between existing commercial uses along arterial thoroughfares; to limit the number of access points from PCD to an arterial thoroughfare; to limit commercial development which occurs outside the CBD to areas on an arterial thoroughfare adjacent to existing commercial development. By leaving the zoning as residential, the building would most likely remain vacant or used as a rental.

g. **Any environmental, historic, cultural or aesthetic concerns unique to the subject property or proposed use, and how applicant proposes to mitigate any negative impacts on surrounding properties and the community at large**.

Planning and Development staff is not aware of an historic or cultural concerns unique to the subject property.

h. **Whether there has been a change in conditions of the subject property or properties in the vicinity of the subject, which give supporting grounds for either approval or disapproval of the zoning proposal.**

There have not been any changes of the subject property or others in the vicinity.

i. **If applicable, the length of time the subject property has been vacant or substandard as zoned, when considered in the context of land development in the vicinity of the property**.

The property is currently vacant and has been vacant for at least 6 months. The applicant recently purchased the property and has been unable to have a commercial business due to the residential zoning.

Staff Comments:

The applicants, Veronica Ramirez and Zaida Garcia, are requesting a zoning change from Medium Density Residential (MDR) to Planned Commercial Development (PCD) for the parcel located at 735 West Solomon Street. In the past, the use has been residential. The property is vacant at this time. The applicant, Ms. Garcia, currently rents a booth at local salon and it is her goal to use this location to open up her own beauty salon. In order to do so, the zoning will need to change from Medium Density Residential, (MDR) to Planned Commercial Development, (PCD). The subject property is a 0.08 +/- acre tract of land and the rezoning would apply to 0.08 +/- acres.

Planning and Development Staff Recommendation(s):

Planning staff recommends APPROVAL of the request (25-REZ-01) to rezone 0.08 +/- acres tract of land located at 735 West Solomon Street from Medium Density Residential to Planned Commercial Development.

Submitted by:

Eva Morales
Principal Planner
Planning and Development

PLANNING AND DEVELOPMENT SERVICES DEPARTMENT
APPLICATION FOR REZONING

Date Received: 2/24/2025 Application Number: 25-REZ-01

Instructions for Applicant:

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

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

Rezoning Application Submission Requirements:

1. Complete Rezoning Application
2. Complete Rezoning Questionnaire
3. Property Owner or Owner's Representative Authorized Form
4. Conflict of Interest Disclosure
5. Site Plan or drawing of the respective development
6. Development of Regional Impact (if applicable)
7. Fees Due: Commercial $400.00/Residential $300.00

CITY ACTIONS:

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

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

PLANNING AND DEVELOPMENT SERVICES DEPARTMENT
APPLICATION FOR REZONING

Date Received: 2-24-25 Application Number: 25-REZ-01

Applicant/Agent/Representatives Name:
Veronica Ramirez, Zaida Garcia

Address: 735 Solomon St. (west)

City: Griffin State: GA Zip: 30223

Telephone Number(s): 470 213 3544 Email: zjgarcia90@yahoo.com

Project Name/ Description: Beauty Parlor

Address: 735 Solomon St. (west)

Parcel Number(s): _____ Current Zoning: residential Parcel(s) Size: _____

FLUM/Character Area Commercial Requested Zoning Commercial

Property Owner Name: Veronica Ramirez

Address: 155 Madison Place

City: Fayetteville State: GA Zip: 30214

Telephone Number(s): 678 852-0786 Email: _____

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

Zaida Garcia — Applicant Signature
Zaida Garcia — Printed Name
2-24-25 — Date

Applicant Name: Veronica Ramirez

PLANNING AND DEVELOPMENT SERVICES DEPARTMENT
APPLICATION FOR REZONING

Date Received: 2-24-25 Application Number: 25-REZ-01

Project Name/ Description: Beauty Parlor

Address: 735 W. Solomon St. Griffin GA 30223

Requested Zoning & Ordinance Section: _____

The following information must be submitted with the Rezoning Application:

- One (1) copy of a site plan, boundary survey, or Tax Map of the property
- The following information must be submitted with the Rezoning Application:

1. Completed application form.
2. Detailed description of existing land uses on all contiguous property;
3. The location of the subject property including street numbers, if available;
4. A boundary plat of the subject property, prepared in accordance with the Georgia Plat Act, showing the dimensions of acreage, location of tract and location of all existing improvements and easements;
5. A site plan drawn to scale showing:
   a. Any and all improvements to be constructed if the application is approved, along with the proposed use and dimensions of all structures;
   b. A statement with any prior conditions to zoning, plat and/or prior variance request approvals granted by the City of Griffin;
   c. Site plans with variance requests shall indicate the dimension of the proposed subject of the variance request (see 415 [section 410] for variance procedures).
6. Spalding County Tax Map, block and lot number of the appropriate plat reference;
7. The present and proposed zoning district classification for the subject property;
8. The name and address of the owner of the subject property;
9. The area of land of the subject property, stated in square feet if less than one acre;
10. Date of application;
11. Any prior applications or actions for rezoning of all or part of the subject property within the past five years;
12. Documentation supporting the request based upon the standards of this article.

Griffin

PLANNING AND DEVELOPMENT SERVICES DEPARTMENT
APPLICATION FOR REZONING

Date Received: 2-24-25 Application Number: 25-REZ-01

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

1. Provide a list of the existing uses and zoning of adjacent property.
2. Does the property to be affected by the rezoning have a reasonable economic use as currently zoned, although such use may not be its highest and best potential use?
3. Will the requested zoning permit a use that is suitable in regards to the use and development of adjacent property?
4. What is the relative gain to the public as compared to the hardship imposed upon the individual property owner by maintaining the current Zoning?
5. Is the property suitable for the purposes for which the applicant seeks to have it rezoned, including availability of infrastructure (water, sewer, etc.)? If the required infrastructure is not available, how will it be provided?
6. Is the proposed use of the subject property, if rezoned, compatible with the surrounding properties and uses? If not, the applicant should address the measures to reduce any negative impacts of the proposed use.
7. Are there any environmental, historic, cultural or aesthetic concerns unique to the subject property or properties in the vicinity of the subject property that give supporting grounds for either approval or denial of the rezoning proposal?
8. Has there been a change in conditions of the subject property or properties in the vicinity of the subject which give supporting grounds for wither approval or disapproval of the zoning proposed?
9. If applicable, how long has the subject property been vacant or substandard as zoned, considering the land development in the area of the subject property?

Griffin

PLANNING AND DEVELOPMENT SERVICES DEPARTMENT
APPLICATION FOR REZONING

Date Received: 2-24-25 Application Number: 25-REZ-01

OWNER'S AUTHORIZATION

This is to certify that: Veronica Ramirez is the Property Owner or Legal Representative of the Owner holding interest in the property that is the subject of the attached application.

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

☒ Rezoning ☐ Variance ☐ Special Use

☐ Development Plan ☐ Plat Approval ☐ Temporary Use

Applicant Name: Veronica Ramirez

Property Owner Signature	Veronica Ramirez Printed Name	2-24-25 Date
Zaida Garcia Legal Representative Signature	Zaida Garcia Printed Name	2-24-25 Date

Savannah A Fenley
Notary Signature

SAVANNAH A FENLEY NOTARY PUBLIC SPALDING COUNTY, GEORGIA MY COMMISSION EXPIRES OCTOBER 04, 2027 Seal

Commission Expiration Date: _____

PLANNING AND DEVELOPMENT SERVICES DEPARTMENT
APPLICATION FOR REZONING

Date Received: 2-24-25 Application Number: 25-REZ-01

CONFLICT OF INTEREST DISCLOSURE

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

☐ Yes ☑ No

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

- Name and position of Government Official:

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

Applicant Signature | Printed Name | Date

1. List of existing uses and zoning of adjacent property.
- General contract office across the street.
- Unactive commercial nextdoor.

2. Yes, the property to be affected by the rezoning has a reasonable economic use as currently zoned, although such use may not be its highest and best potential use.

3. Yes, the requested zoning will permit a use that is suitable in regards to the use and development of adjacent property.

4. The Public would gain an honest Beauty service and a refreshing business to Solomon St.

5. Yes the property is suitable for the purpose for which we seek to have it rezoned

6. If rezoned the subject property is compatible with the surrounding properties and uses.

7. NA

8. NA

9. Previously the property was a rental and was vacant for 1 year

Planning and Development Services Department
Application for Rezoning

2. Detailed description

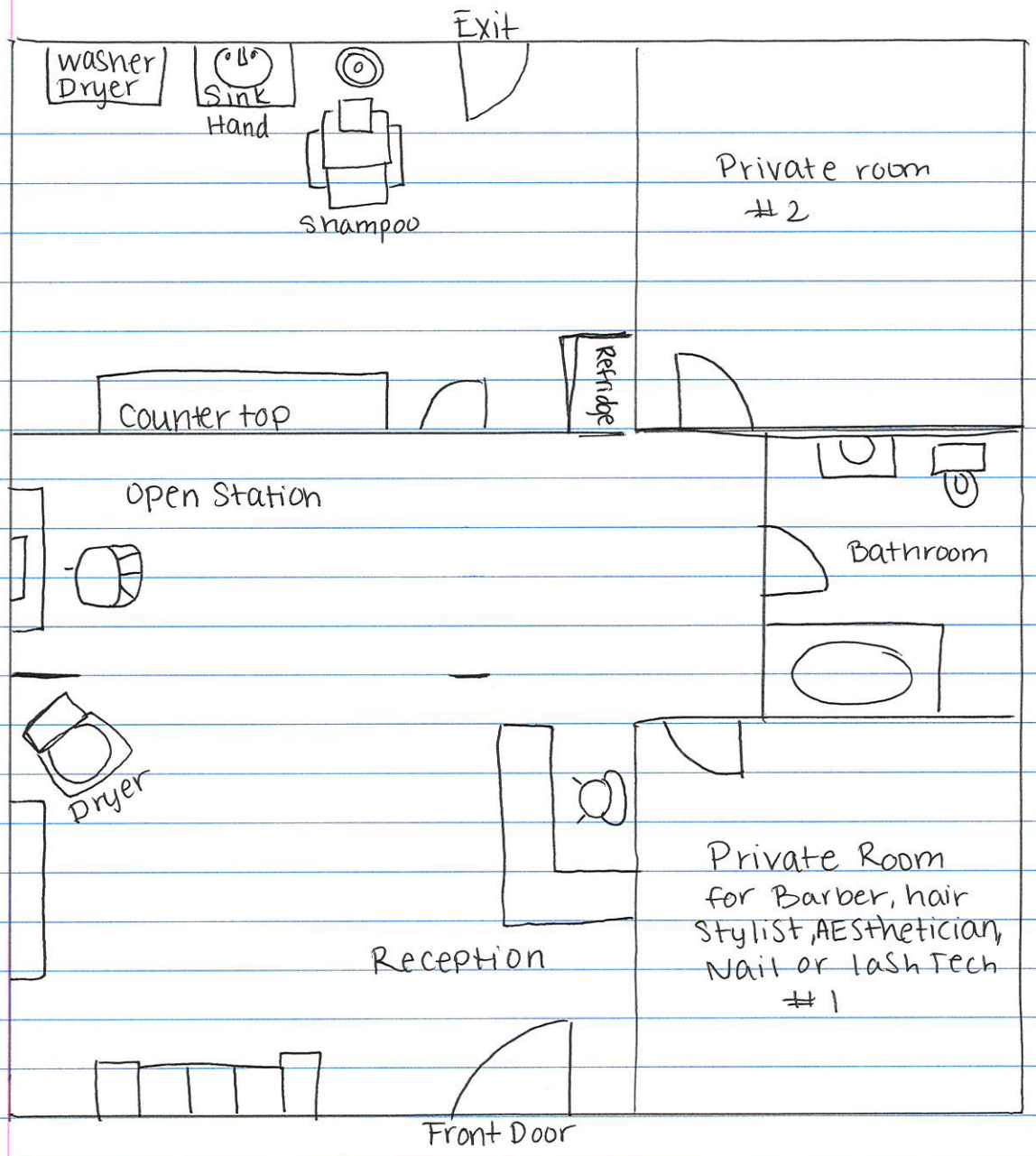
Greetings, my name is Zaida Garcia, daughter and business Partner of Veronica and Elio Ramirez, owners of property 735 W. Solomon St. Griffin. GA. This is a brief detailed description of our intentions for rezoning from residential to commercial.

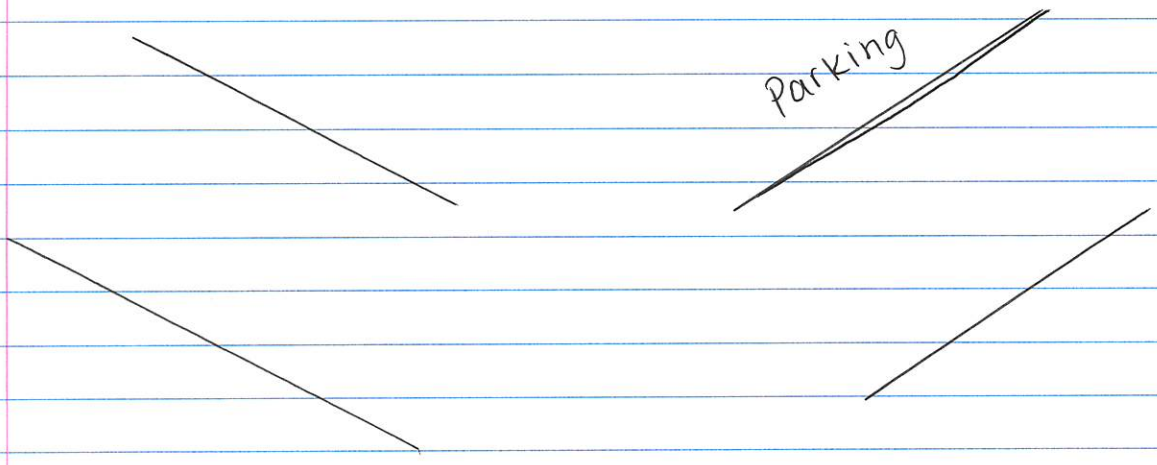
I am currently a booth renter at Southern Styles hair Salon as a licensed Barber with a clientele of 8 years. based on scheduling by appointment only.

Our mission is to relocate my services to 735 Solomon St. alongside 2 other licensed professionals for a more comfortable and humble experience.

We intend to create a well organized, clean and Aesthetically pleasing pusiness in addition to Solomon St.

735 W. Solomon St. Griffin GA 30223





OMB NO. 2502-0265

A.

U.S. DEPARTMENT OF HOUSING & URBAN DEVELOPMENT

FINAL SETTLEMENT STATEMENT

B. TYPE OF LOAN

1. ☐ FHA 2. ☐ FmHA 3. ☒ Conv. Unins. 4. ☐ VA 5. ☐ Conv. Ins.

6. FILE NUMBER: 25GR-00782

7. LOAN NUMBER:

8. MORTGAGE INS CASE NUMBER:

C. NOTE: *This form is furnished to give you a statement of actual settlement costs. Amounts paid to and by the settlement agent are shown. Items marked "[POC]" were paid outside the closing; they are shown here for informational purposes and are not included in the totals.*

1.0 3/98 (25GR-00782 / 16)

D. NAME AND ADDRESS OF BUYER:	E. NAME AND ADDRESS OF SELLER:	F. NAME AND ADDRESS OF LENDER:
Eliodoro Ramirez Martinez and Veronica Ramirez 735 W Solomon St Griffin, GA 30223	AMG Management Company LLC P.O. Box 1219 Stockbridge, GA 30281	

G. PROPERTY LOCATION:	H. SETTLEMENT AGENT: 58-1821378	I. SETTLEMENT DATE:
735 W Solomon St Griffin, GA 30223 Spalding County, Georgia Parcel ID(s): 011 08012A	Wessels & Gerber, P.C. PLACE OF SETTLEMENT: 123 S Hill St. Griffin, GA 30223	February 11, 2025 DISBURSEMENT DATE: February 11, 2025

J. SUMMARY OF BUYER'S TRANSACTION		K. SUMMARY OF SELLER'S TRANSACTION	
100. GROSS AMOUNT DUE FROM BUYER:		**400. GROSS AMOUNT DUE TO SELLER:**	
101. Contract sales price	90,000.00	401. Contract sales price	90,000.00
102. Personal property		402. Personal property	
103. Settlement charges to buyer (line 1400)	1,699.00	403.	
104.		404.	
105.		405.	
Adjustments for items paid by seller in advance		*Adjustments for items paid by seller in advance*	
106. City/Town taxes		406. City/Town taxes	
107. County taxes		407. County taxes	
108. Assessments		408. Assessments	
109.		409.	
110.		410.	
111.		411.	
112.		412.	
120. GROSS AMOUNT DUE FROM BUYER	91,699.00	*420. GROSS AMOUNT DUE TO SELLER*	90,000.00
200. AMOUNTS PAID BY OR IN BEHALF OF BUYER:		**500. REDUCTIONS IN AMOUNT DUE TO SELLER:**	
201. Deposit or earnest money	1,000.00	501. Excess deposit (see instructions)	
202. Principal amount of new loan(s)		502. Settlement charges to seller (line 1400)	4,500.00
203. Existing loan(s) taken subject to		503. Existing loan(s) taken subject to	
204.		504. Payoff of first mortgage loan	
205.		505. Payoff of second mortgage loan	
206.		506.	
207.		507. Dep. disbursed as proceeds	
208.		508.	
209.		509.	
Adjustments for items unpaid by seller		*Adjustments for items unpaid by seller*	
210. City/Town taxes		510. City/Town taxes	
211. County taxes 01/01/25 to 02/10/25	91.80	511. County taxes 01/01/25 to 02/10/25	91.80
212. Assessments		512. Assessments	
213.		513.	
214.		514.	
215.		515.	
216.		516.	
217.		517.	
218.		518.	
219.		519.	
220. TOTAL PAID BY/FOR BUYER	1,091.80	*520. TOTAL REDUCTION AMOUNT DUE SELLER*	4,591.80
300. CASH AT SETTLEMENT FROM/TO BUYER:		**600. CASH AT SETTLEMENT TO/FROM SELLER:**	
301. Gross amount due from Buyer (Line 120)	91,699.00	601. Gross amount due to Seller (Line 420)	90,000.00
302. Less amount paid by/for Buyer (Line 220)	(1,091.80)	602. Less reductions due Seller (Line 520)	(4,591.80)
303. CASH FROM BUYER	90,607.20	*603. CASH TO SELLER*	85,408.20

L. SETTLEMENT CHARGES

				PAID FROM BUYER'S FUNDS AT SETTLEMENT	PAID FROM SELLER'S FUNDS AT SETTLEMENT
700.	**TOTAL COMMISSION Based on Price**	$ 90,000.00 @ 5.0000 %	4,500.00		
	Division of Commission (line 700) as Follows:				
701.	$ 2,250.00 to FIV Realty				
702.	$ 2,250.00 to HR Realty				
703.	Commission Paid at Settlement				4,500.00
704.	to				
800.	**ITEMS PAYABLE IN CONNECTION WITH LOAN**				
801.	Loan Origination Fee % to				
802.	Loan Discount % to				
803.	Appraisal fee to				
804.	Credit report to				
805.	Lender's inspection fee to				
806.	Mortgage insurance application fee to				
807.	Assumption fee to				
808.	to				
809.	to				
810.	to				
811.	to				
900.	**ITEMS REQUIRED BY LENDER TO BE PAID IN ADVANCE**				
901.	Interest From 02/11/25 to 03/01/25 @ $ /day (18 days %)				
902.	Mortgage insurance premium for month to				
903.	Hazard insurance premium for year to				
904.	for year to				
905.	to				
1000.	**RESERVES DEPOSITED WITH LENDER**				
1001.	Hazard insurance Months @ $ per Month				
1002.	Mortgage insurance Months @ $ per Month				
1003.	City property taxes Months @ $ per Month				
1004.	County taxes Months @ $ per Month				
1005.	Annual assessments Months @ $ per Month				
1006.	Months @ $ per Month				
1007.	Months @ $ per Month				
1008.	Months @ $ per Month				
1100.	**TITLE CHARGES**				
1101.	Settlement or closing fee to				
1102.	Abstract or title search to				
1103.	Title Exam Fee to Wessels & Gerber, P.C.			225.00	
1104.	Title insurance binder to				
1105.	Document preparation to				
1106.	Notary fees to				
1107.	Attorney Fee to Wessels & Gerber, P.C.			640.00	
	(includes above item numbers:)				
1108.	Owner's policy premium to Wessels & Gerber, P.C.			594.00	
	(includes above item numbers:)				
1109.	Lender's coverage				
1110.	Owner's coverage $ 90,000.00		594.00		
1111.	Technology Fee to Wessels & Gerber P.C.			75.00	
1112.	Wire Fee to Wessels & Gerber, P.C.			30.00	
1113.	e-Recording & Processing to Wessels & Gerber, P.C.			20.00	
1200.	**GOVERNMENT RECORDING AND TRANSFER CHARGES**				
1201.	Recording fees: Deed $ 25.00; Mortgage ; Releases			25.00	
1202.	City/County tax/stamps: Deed ; Mortgage				
1203.	State Transfer Tax/Intangib Deed $ 90.00; Mortgage			90.00	
1204.	to				
1205.	to				
1300.	**ADDITIONAL SETTLEMENT CHARGES**				
1301.	Survey to				
1302.	Pest inspection to				
1303.	to				
1304.	to				
1305.	to				
1400.	**TOTAL SETTLEMENT CHARGES (Enter on Lines 103, Section J and 502, Section K)**			1,699.00	4,500.00

Final HUD-1, Attachment

Buyer: Eliodoro Ramirez Martinez and Veronica Ramirez

Seller: AMG Management Company LLC
P.O. Box 1219
Stockbridge, GA 30281

Lender:

Settlement Agent: Wessels & Gerber, P.C.
(770)229-7140

Place of Settlement: 123 S Hill St.
Griffin, GA 30223

Settlement Date: February 11, 2025

Disbursement Date: February 11, 2025

Property Location: 735 W Solomon St
Griffin, GA 30223
Spalding County, Georgia
Parcel ID(s): 011 08012A

I have carefully reviewed the HUD-1 Settlement Statement and to the best of my knowledge and belief, it is a true and accurate statement of all receipts and disbursements made on my account or by me in this transaction. I further certify tha I have received a copy of the HUD-1 Settlement Statement.

Eliodoro Ramirez Martinez (SEAL)
Eliodoro Ramirez Martinez

Veronica Ramirez (SEAL)
Veronica Ramirez

AMG Management Company LLC

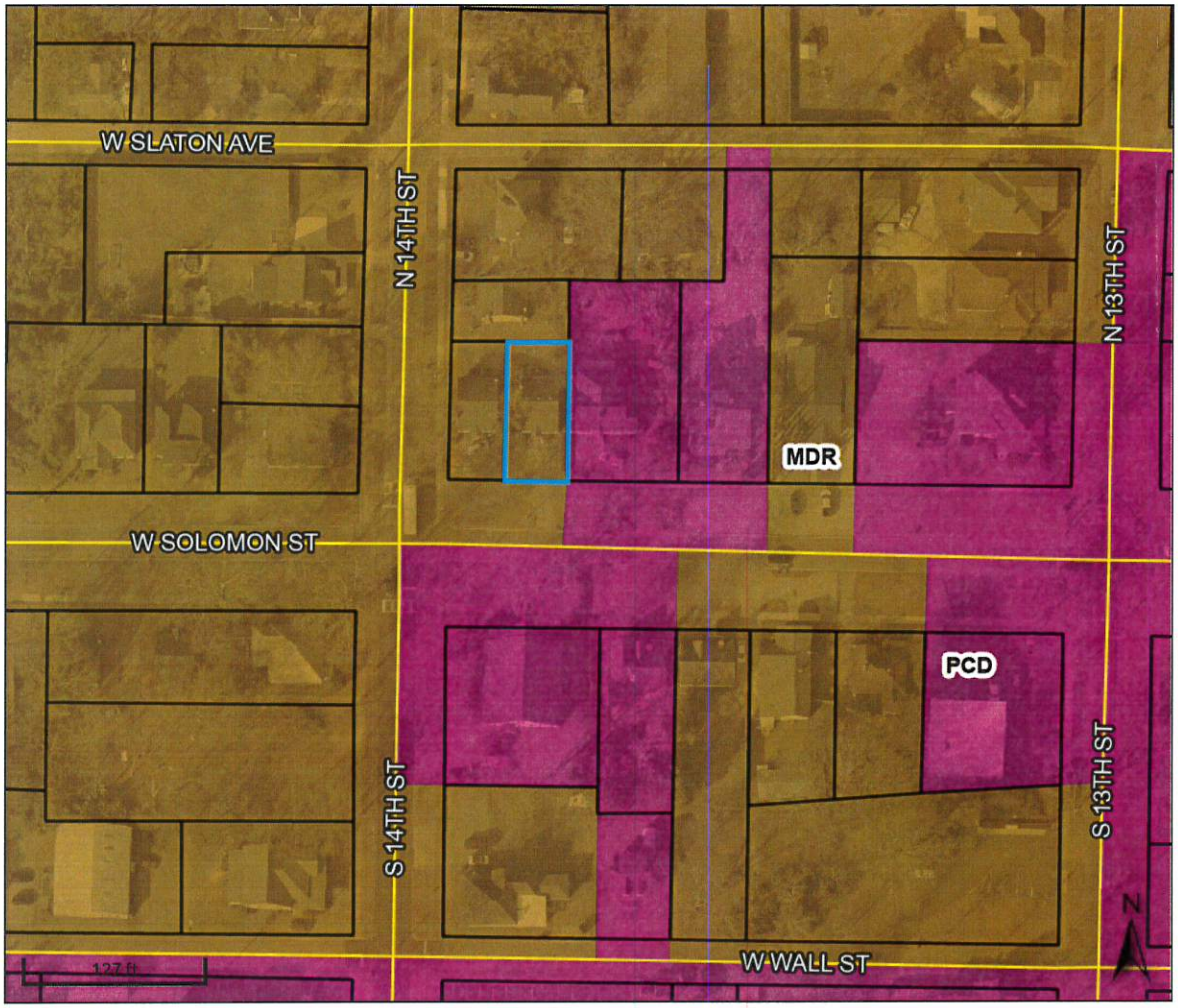
BY: _____ (SEAL)
Demestrius Gatling
Managing Member

To the best of my knowledge, the HUD-1 Settlement Statement which I have prepared is a true and accurate account of th funds which were received and have been or will be disbursed by the undersigned as part of the settlement of this transaction.

Katlyn Branom
Settlement Agent

WARNING: It is a crime to knowingly make false statements to the United States on this or any similar form. Penalties upon conviction can include a fine and imprisonment. For details see: Title 18 U.S. Code Section 1001 and Section 1010.

qPublic.net™ Spalding County, GA



Overview



Legend

- Parcels
- Roads

Parcel ID	011 08012A	**Owner**	AMG MANAGEMENT COMPANY LLC
Class Code	Residential		PO BOX 1219
Taxing District	GRIFFIN		STOCKBRIDGE, GA 30281
Acres	0.08	**Physical Address**	735 W SOLOMON ST
		Assessed Value	Value $53502
		Land Value	Value $3900

Last 2 Sales

Date	Price	Reason	Qual
5/23/2023	$54750	FM	Q
11/30/2018	$220000	MT	U

(Note: Not to be used on legal documents)

Date created: 2/24/2025
Last Data Uploaded: 2/24/2025 6:12:27 AM

Developed by SCHNEIDER GEOSPATIAL

Spalding County, GA

Summary

Parcel Number	011 08012A
Account/Realkey	2057
Location Address	735 W SOLOMON ST
Legal Description	W SOLOMON ST (Note: Not to be used on legal documents)
Class	R3-Residential (Note: This is for tax purposes only. Not to be used for zoning.)
Tax District	GRIFFIN (District 01)
Millage Rate	38.584
Acres	0.08
Homestead Exemption	No (S0)
Landlot/District	144 / 02

View Map



Owner

AMG MANAGEMENT COMPANY LLC
PO BOX 1219
STOCKBRIDGE, GA 30281

Land

Type	Description	Calculation Method	Square Footage	Frontage	Depth	Acres	Lots
Residential	W Solomon & W Bank	Lot	3,663	37	99	0.08	1

Residential Improvement Information

Style	One Family
Heated Square Feet	910
Interior Walls	Sheetrock
Exterior Walls	Vinyl Siding
Foundation	Masonry
Attic Square Feet	0
Basement Square Feet	0
Year Built	1940
Roof Type	Shingles - Asphalt
Flooring Type	Carpet/Hdwd/Tile
Heating Type	Central AC (Heat/Cool)
Number Of Rooms	6
Number Of Bedrooms	2
Number Of Full Bathrooms	1
Number Of Half Bathrooms	0
Number Of Plumbing Extras	2
Value	$49,602
Condition	Average
Fireplaces\Appliances	Const 1 sty 1 Box 2
House Address	735 W SOLOMON ST

Permits

Permit Date	Permit Number	Type	Description
07/12/2005	05.1430	RENOVATIONS	GENERAL REPAIRS

Sales

Sale Date	Deed Book / Page	Plat Book / Page	Sale Price	Reason	Grantor	Grantee
5/23/2023	5124 98	8 409	$54,750	FAIR MARKET - IMPROVED	SANDERS NAPOLEON	AMG MANAGEMENT COMPANY LLC
11/30/2018	4355 284		$220,000	MULTIPLE PARCELS	DALLAS WILLIAM M III & JAMES L OGLETREE	SANDERS NAPOLEON
1/20/1995	1281 24		$95,000	MULTIPLE PARCELS	FORRER ARTHUR	DALLAS WILLIAM M III & JAMES L OGLETREE
12/21/1973	365 131		$1,000	NON FAIR MARKET VALUE	HARDY SUE S	FORRER ARTHUR
6/10/1971	294 747		$11,500	FAIR MARKET - IMPROVED	FORRER ARTHUR	HARDY SUE S
10/6/1967	263 347		$41,350	MULTIPLE PARCELS	PERSONS R O	FORRER ARTHUR
2/21/1940	89 26		$0	NON FAIR MARKET VALUE		PERSONS R O

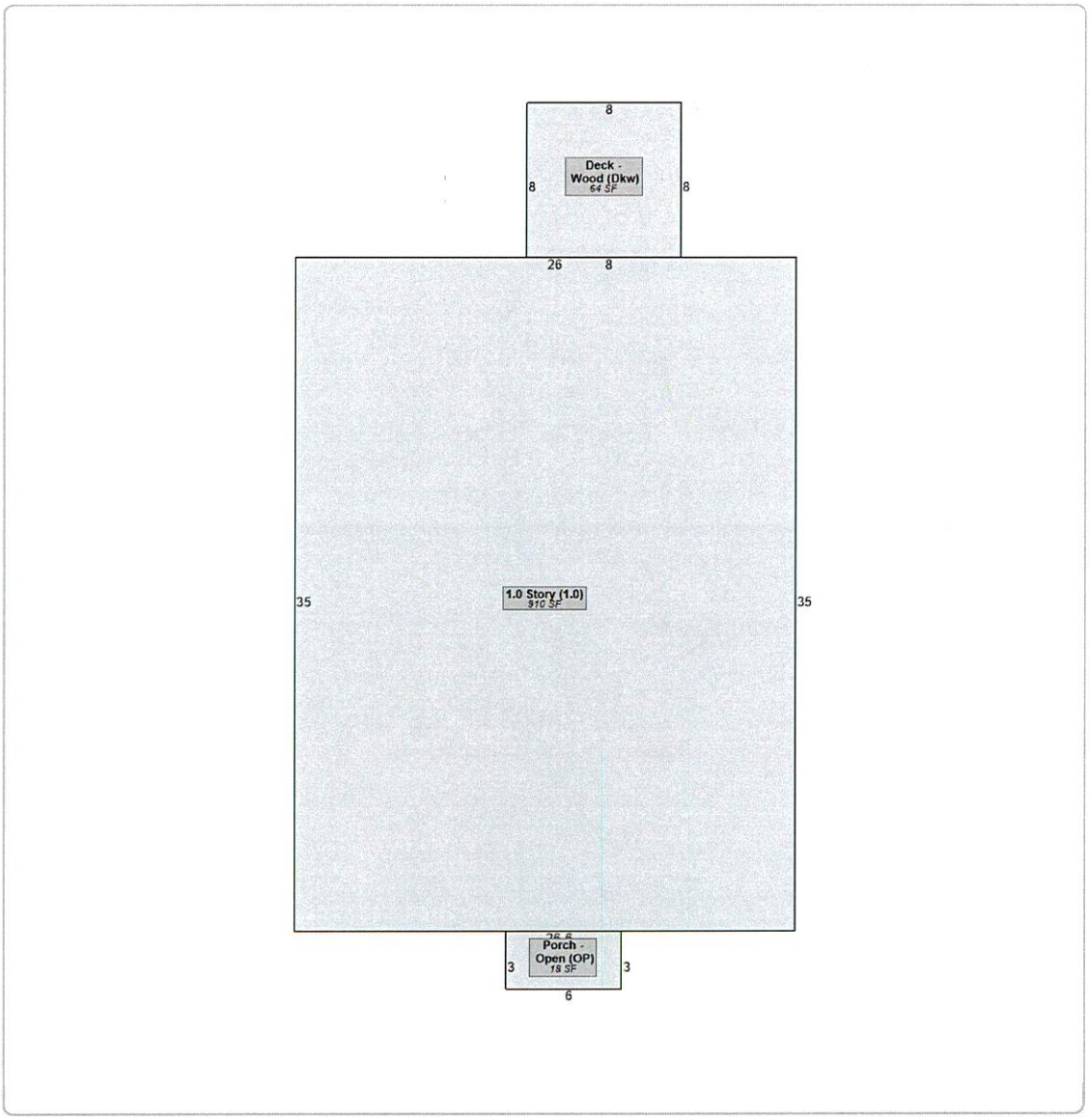
Valuation

		2024	2023	2022	2021
	Previous Value	$31,087	$27,079	$25,867	$25,867
	Land Value	$3,900	$3,900	$3,000	$3,000
+	Improvement Value	$49,602	$27,187	$24,079	$22,867
+	Accessory Value	$0	$0	$0	$0
=	**Current Value**	**$53,502**	**$31,087**	**$27,079**	**$25,867**

Photos



Sketches

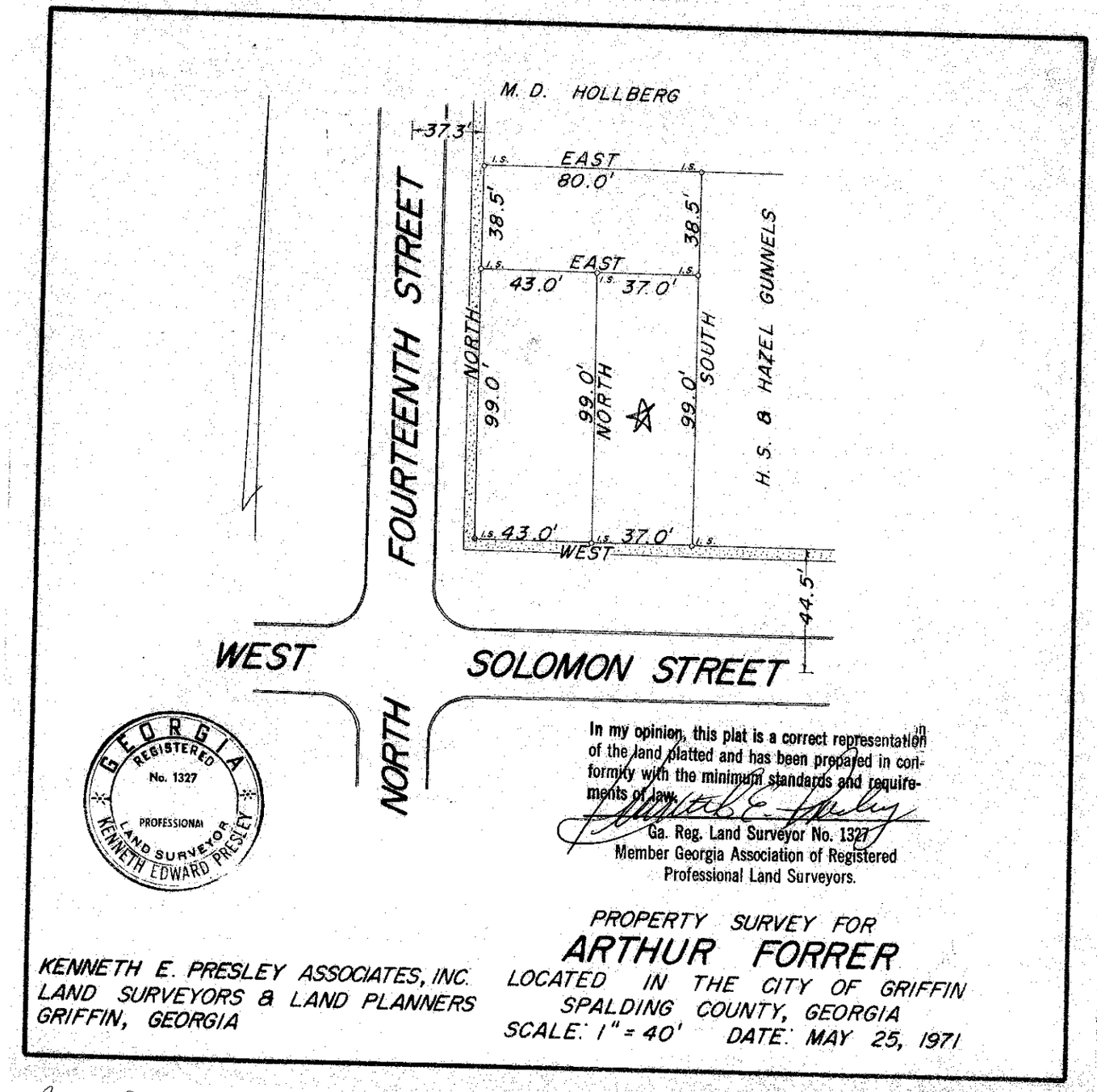


No data available for the following modules: Online Appeal, Rural Land, Conservation Use Rural Land, Commercial Improvement Information, Mobile Homes, Accessory Information, Prebill Mobile Homes.

SCHNEIDER GEOSPATIAL

User Privacy Policy GDPR Privacy Notice
Last Data Upload: 2/24/2025, 6:12:27 AM

Property of Arthur Forrer



Recorded June 22, 1971

J.P. Lindsey, Csc

NO. 25 -

AN ORDINANCE

AN ORDINANCE AMENDING THE OFFICIAL ZONING MAP OF THE CITY OF GRIFFIN, GEORGIA SO AS TO RECLASSIFY THE DISTRICT DESIGNATION OF THE SUBJECT PROPERTY (SPALDING COUNTY TAX PARCEL 011 08012A) AND TO AUTHORIZE THE ZONING ADMINISTRATOR TO AMEND THE OFFICIAL ZONING MAP ACCORDINGLY; TO ESTABLISH AN EFFECTIVE DATE; AND FOR OTHER PURPOSES.

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

Section 1. That the Official Zoning Map of the City of Griffin, Georgia is hereby amended to change the zoning classification of the subject property from Medium Density Residential (MDR) to Planned Commercial Development (PCD), as defined by the Unified Development Code of the City of Griffin, Georgia.

Applicant: Veronica Ramirez and Zaida Garcia
Owner: Veronica Ramirez and Eliodoro Ramirez Martinez
Properties: Spalding County Tax Parcel 011 08012A, (0.08 +/- acres) located at 735 West Solomon Street

Section 2. That the Zoning Administrator is authorized and hereby directed to amend the Official Zoning Map of the City of Griffin in conformity with this Ordinance.

Section 3. That this Ordinance shall become effective immediately upon its passage on single reading.

Public Hearing and Reading: Tuesday, April 22, 2025

AGENDA ITEM SUMMARY

ITEM SUMMARY:

Receive comments regarding the formalization of the Urban Redevelopment Authority's boundaries. *Economic Development Director Jeremy Stratton will present.*

SPECIAL CONSIDERATIONS OR CONCERNS:

The City and Urban Redevelopment Agency board have been working together to formalize boundaries for the URA that maximize our ability to provide tools for investment that will reduce blight

STAFF RECOMMENDATION:

N/A

FINANCIAL IMPACT:

N/A

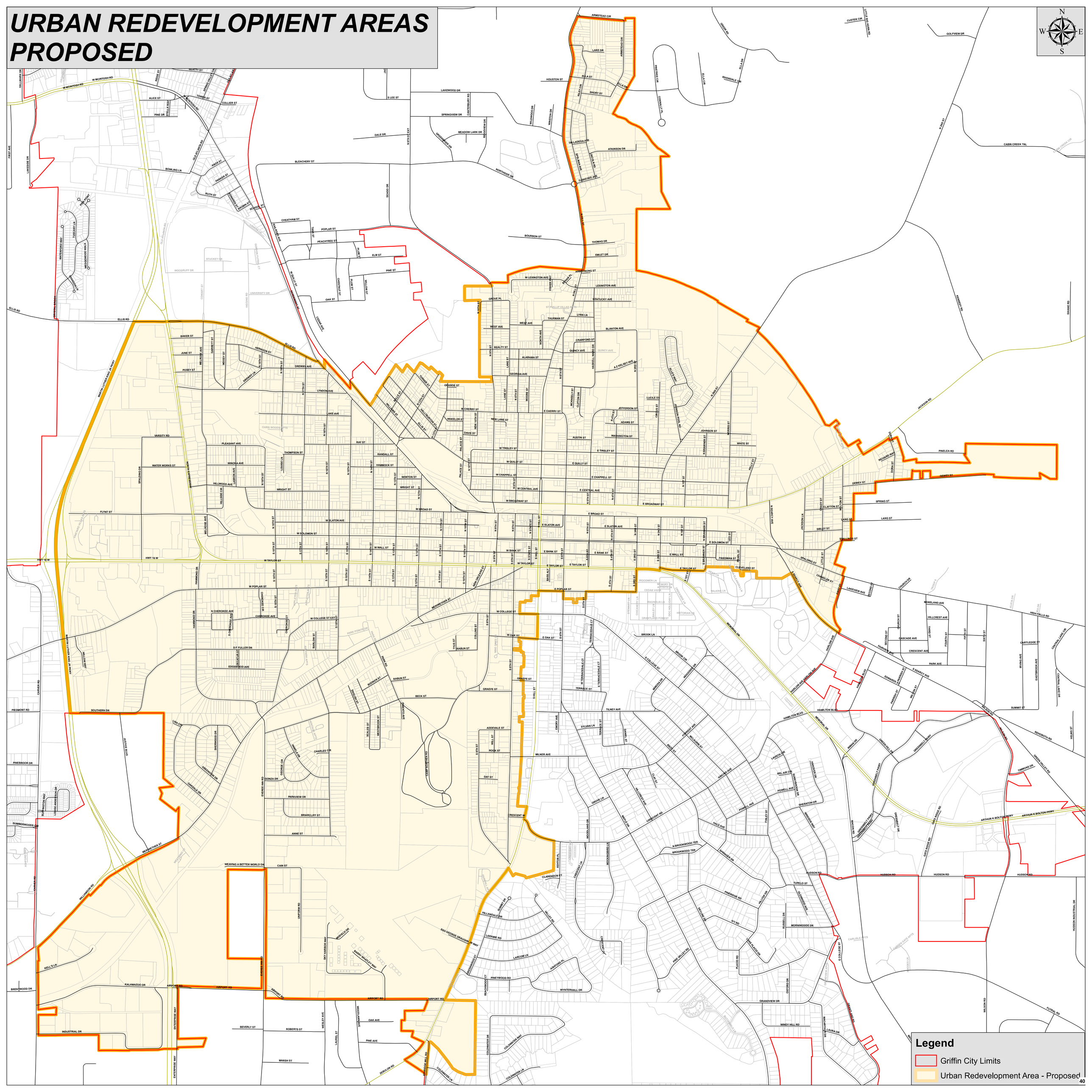
Submitted By:
Jeremy Stratton,CEcD

Meeting Date:
22/04/2025

Reviewed By:
Jessica O'Connor

ATTACHMENTS:
URA - Proposed Map.pdf
URA Map Resolution.pdf
Urban Redevelopment District Map 11-21-07 (003) (002).pdf

URBAN REDEVELOPMENT AREAS PROPOSED



RESOLUTION

WHEREAS, in 2005, the Board of Commissioners of the City of Griffin, Georgia, enacted a Resolution, pursuant to Title 36, Chapter 62, of the Official Code of Georgia to activate within the City the Urban Redevelopment Agency of the City of Griffin, Georgia, ("URA") and designated itself as the Board of Directors for the URA in order to exercise the powers thereof;

WHEREAS, after diligent study by the City Manager and staff, the Board enacted a boundary map of the URA district within which the URA may operate to exercise such powers;

WHEREAS, in 2024, the Board of Commissioners designated the Board of Directors of the Downtown Development Authority to serve in the additional capacity as the Board of Directors of the URA, since which time the URA Board has taken an active role in determining what it might do to better accomplish the objectives of the Urban Redevelopment plan in the City of Griffin; and

WHEREAS, the URA Board finds and concludes the boundaries of its present area of operation need to be expanded to incorporate more recent pockets of blight and surrounding areas that may become pockets of blight if action isn't taken to prevent deterioration.

NOW, THEREFORE, BE IT RESOLVED THAT THE BOARD OF DIRECTORS OF THE URBAN REDEVELOPMENT AGENCY OF THE CITY OF GRIFFIN, GEORGIA, finds and concludes that the revised map, entitled "Urban Redevelopment Areas Proposed", attached hereto, best defines those areas within the City appropriate for urban redevelopment projects. Recommendation is hereby made to the Board of City Commissioners to adopt said map expanding the current Urban Redevelopment Area in which powers of the URA may be exercised.

This 11th day of March, 2025.

URBAN REDEVELOPMENT AGENCY OF THE CITY OF GRIFFIN, GEORGIA

By: Bruce Ballard
Bruce Ballard, Chairman

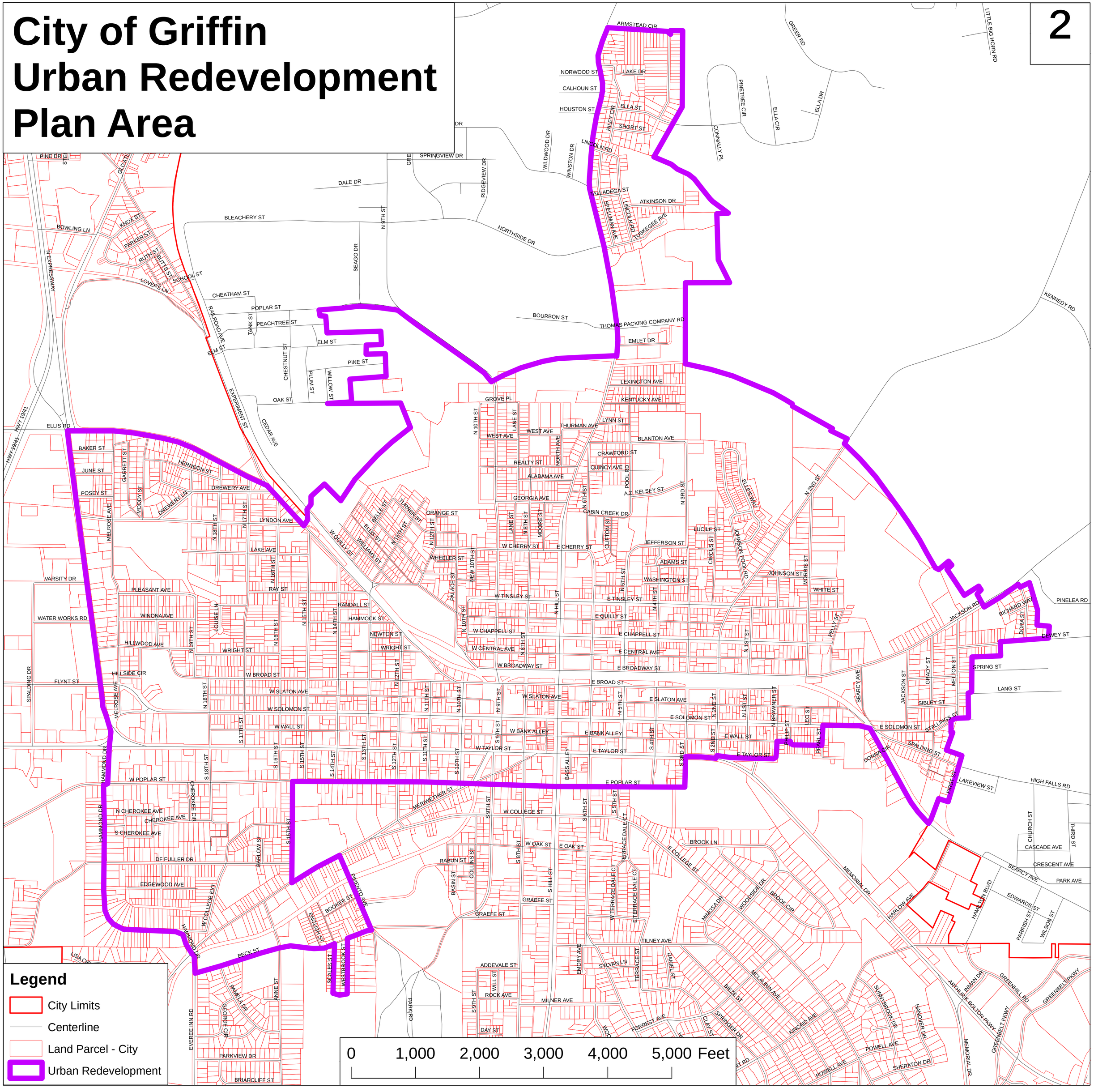
Attest: Jeremy Martin
Secretary

(SEAL)

URBAN REDEVELOPMENT AGENCY OF THE CITY OF GRIFFIN, GEORGIA
JULY 12, 2005

City of Griffin
Urban Redevelopment Plan Area

2



AGENDA ITEM SUMMARY

ITEM SUMMARY:

Consider the purchase of miscellaneous electric inventory materials in the amount of $34,610.00 from Gresco Utility Supply Co., lowest quote. *Electric Director, Jennifer Freeman, will address.*

SPECIAL CONSIDERATIONS OR CONCERNS:

The purchase is to replace electric inventory.

STAFF RECOMMENDATION:

Staff recommends approval.

FINANCIAL IMPACT:

See attached PO for breakdown of materials.

Total $34,610.00 budgeted in FY25 budget.

Submitted By:
Jennifer Freeman

Meeting Date:
22/04/2025

Reviewed By:
Jessica O'Connor

ATTACHMENTS:
PO-Gresco- Misc electric purchase- BOC 4-22-25.pdf
Bid Tally- Misc electric purchase-BOC 4-22-25.pdf
Quote-Gresco-Misc electric purchase-BOC 4-22-25.pdf
Quote-Cape Electric-Misc Electric Purchase-BOC 4-22-25.pdf
Quote-Anixter- Misc Electric Purchase- BOC 4-22-25.pdf
Quote-Tristate- Misc Electric Purchase- BOC 4-22-25.pdf

Griffin

City of Griffin, Georgia AM 4/4/25
100 S Hill Street
P O Box T
Griffin, Georgia 30224
(770) 229-6401

DATE: 4/4/25

FY25 Purchase Order No. 25-0399
Bid/Quote No.
Vendor No. 1551

Vendor Name & Address
Gresco Utility Supply Co
1135 Rumble Rd Forsyth Ga 31029

luke.zech@gresco.com
Ph: 800-329-3421 Fax: 800-299-4324

Freight is FOB Destination Deliveries are accepted between the hours of 7:00 a.m. and 3p.m.

Submit APPROVED packing slips to Accounts Payable. Highlight PO# & account distribution. Note any changes or additional accounts.

*Terms: Net 30 unless otherwise specified on PO

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

Deliver to:
City of Griffin
Electric Line construction
1010 North Hill Street
Griffin, GA 30223

ATTN: John Pierce
Phone: 770-229-6406 Fax: 678-692-0401

- - 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
AF-1300 Clevis Rack Our P/N 10-007 ✓	510 - 0000 - 11 - 3603 - 0000	500	EA	10.950	5,475.00
J1075 Sq washers Our P/N 01-024 ✓	510 - 0000 - 11 - 3603 - 0000	1000	EA	0.750	750.00
3 Phase T Bracket Our P/N 05-011-01 ✓	510 - 0000 - 11 - 3603 - 0000	20	EA	160.000	3,200.00
4/0-4/0 U/G Splice Our P/N 20-047 ✓	510 - 0000 - 11 - 3603 - 0000	200	EA	10.350	2,070.00
#4 Service Grip Our P/N 12-007 ✓	510 - 0000 - 11 - 3603 - 0000	300	EA	0.850	255.00
Wire Holder House Knob Our P/N 10-009 ✓	510 - 0000 - 11 - 3603 - 0000	200.00	EA	7.700	1,540.00
Small Cluster Mt Our P/N 22-015 ✓	510 - 0000 - 11 - 3603 - 0000	10.00	EA	245.000	2,450.00
P-30 Concrete Xfmer Pad-Our P/N 20-022-02 ✓	510 - 0000 - 11 - 3603 - 0000	20	EA	100.000	2,000.00
W/R 399 Squeezon Connector Our P/N 04-018 ✓	510 - 0000 - 11 - 3603 - 0000	2000	EA	1.500	3,000.00
Pole Top Pin Insulator Our P/N 10-001-00 ✓	510 - 0000 - 11 - 3603 - 0000	300	EA	6.400	1,920.00
Copper Hot Line Clamp Our P/N 02-007	510 - 0000 - 11 - 3603 - 0000	1000	EA	11.950	11,950.00
	- - - -				
	- - - -				
	- - - -				

enter debit/credit amounts in the extended totals column

CAPITAL PROJECT #:
(DISTRIBUTION & $$)

COMMENTS: 3 Bid sheet Attached

Totals: $ $ 34,610.00

FY25 Purchase Order

COG USE ONLY

PRICING METHOD:
Verbal / Phone
X Email/Mail/Fax
Bid / RFP #

Copy emailed to Supplier
Supplier Notified

COG USE ONLY

Dept / Requestor / Date: Electric Jamie Sm 4/4/25
Department Mgr / Date: 4/4/25
City Manager / Date: VAC 4/4/25
Purchasing / Date
Finance Director / Date: Deborah M Gillett 4.7.25
BOARD / Date

TERMS AND CONDITIONS OF PO / CONTRACT

ARTICLE 1 PURCHASE ORDER AUTHORIZATION

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

ARTICLE 2 PURCHASE ORDER NUMBER

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

ARTICLE 3 ACCEPTANCES

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

ARTICLE 4 PRICE

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

ARTICLE 5 DELIVERIES, TITLE AND RISK OF LOSS

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

ARTICLE 6 PARTS

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

ARTICLE 7 WARRANTIES

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

ARTICLE 8 REMEDIES

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

ARTICLE 9 CONFLICTS OF LAWS

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

ARTICLE 10 MODIFICATIONS

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

ARTICLE 11 PATENT INFRINGEMENT

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

ARTICLE 12 TERMINATIONS FOR CAUSE

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

ARTICLE 13 TERMINATIONS FOR CONVENIENCE

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

ARTICLE 14 ENTIRE AGREEMENTS

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

ARTICLE 15 WORKS ON PREMISES

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

ARTICLE 16 QUALITY GUARANTEE

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

ARTICLE 17 QUALITY TERMS

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

Vendor	Item	Quote #	Total
Gresco	10-007	10263067	$5,475.00
Cape	S203800807		$5,500.00
Tri State	1013645		$8,328.30
Gresco	01-024	10263068	$750.00
Cape		S203800807	$760.00
Anixter		U00776955	$770.00
Gresco	050011-01	10263062	$3,200.00
Cape		S203800807	$3,319.40
Anixter		U00776955	No Bid
Gresco	20-047	10263077	$2,070.00
Tri State		1013653	$2,650.00
Cape		S203800807	$2,700.00
Gresco	12-017	10263100	$255.00
Anixter		U00776955	$255.00
Cape		S203800807	$300.00
Gresco	10-009	10263089	$1,540.00
Anixter		U00776955	$1,555.00
Tri State		1013671	$3,686.00
Gresco	20-015	10263094	$2,450.00
Anixter		U00776955	$2,786.00
Cape		S203800807	$5,069.00
Gresco	20-020-02	10263063	$2,000.00
Anixter		U00776955	$3,570.00
Cape		S203800807	$3,980.00
Gresco	04-018	10263071	$3,000.00
Anixter		U00776955	$3,340.00
Cape		S203800807	$3,400.00
Gresco	10-001-00	10263090	$1,920.00
Anixter		U776955	$1,995.00
Cape		S203800807	$3,387.00
Gresco	20-007	10263088	$11,950.00
Anixter		U776955	$12,600.00
Tri State		1013658	$15,640.00

GRESCO

Quote

Entered Date	Taken By	Customer #	Order #
4/2/25	lzec	1595	10263067-00
	Expiration Date	**PO #**	**Page #**
	6/1/25	rfq	1

Bill To
CITY OF GRIFFIN ELECTRIC DEPT
PO BOX T

GRIFFIN, GA 30224-0046

Ship To
City of Griffin
LINE CONSTRUCTION DIV.
1010 N HILL ST
GRIFFIN, GA 30223-1930

Remit To
Gresco Utility Supply, Inc.
PO Box 932918

Atlanta, GA 31193-2918

Please note that the quote's expiration date, pricing, and lead times are subject to change based on manufacturing updates. GRESCO will communicate any changes at the time the order is placed.

Instructions

Ship Point	Via	Shipped	Terms	SlsRepIn/Out
Gresco-Forsyth, GA	Gresco Truck		Net 30 Days	lzec / ecom

Notes

Correspondence address: 1135 Rumble Road Forsyth GA 31029. If you have any questions, please do not hesitate to contact our Accounts Receivable department at ar@gresco.com. Thank you.

Line	Product and Description	Order Quantity	Qty UM	Unit Price	Price UM	Amount(Net)
1	**AF1300** CLEVIS SQ D RIGID WIDE BASE J-10 In stock xxxxxxx	500.00	EA	10.95	EA	5,475.00

1 **Lines Total** **Total Order Quantity** **500.00**

Subtotal	**5,475.00**
Taxes	**0.00**
Total	**5,475.00**

GRESCO

Quote

Entered Date	Taken By	Customer #	Order #
4/2/25	lzec	1595	10263068-00
	Expiration Date	**PO #**	**Page #**
	6/1/25	rfq	1

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Atlanta, GA 31193-2918

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Instructions

Ship Point	Via	Shipped	Terms	SlsRepIn/Out
Gresco-Forsyth, GA	Gresco Truck		Net 30 Days	lzec / ecom

Notes

Correspondence address: 1135 Rumble Road Forsyth GA 31029. If you have any questions, please do not hesitate to contact our Accounts Receivable department at ar@gresco.com. Thank you.

Line	Product and Description	Order Quantity	Qty UM	Unit Price	Price UM	Amount(Net)
1	**J1075** WASHER SQ 2-1/4X2-1/4X3/ 16" W/11/16" HOLE 200/BX 6-8 weeks xxxxxxxxxx Customer Prod: 01-024	1,000.00	EA	0.75	EA	750.00

1 Lines Total **Total Order Quantity** **1,000.00**

Subtotal	**750.00**
Taxes	**0.00**
Total	**750.00**

GRESCO

Quote

Entered Date	Taken By	Customer #	Order #
4/2/25	lzec	1595	10263062-00
	Expiration Date	**PO #**	**Page #**
	6/1/25	rfq	1

Bill To
CITY OF GRIFFIN ELECTRIC DEPT
PO BOX T

GRIFFIN, GA 30224-0046

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City of Griffin
LINE CONSTRUCTION DIV.
1010 N HILL ST
GRIFFIN, GA 30223-1930

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PO Box 932918

Atlanta, GA 31193-2918

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Instructions

Ship Point	Via	Shipped	Terms	SlsRepIn/Out
Gresco-Forsyth, GA	Gresco Truck		Net 30 Days	lzec / ecom

Notes

Correspondence address: 1135 Rumble Road Forsyth GA 31029. If you have any questions, please do not hesitate to contact our Accounts Receivable department at ar@gresco.com. Thank you.

Line	Product and Description	Order Quantity	Qty UM	Unit Price	Price UM	Amount(Net)
1	**F3CA-MVA4824D3H-K** BRACKET FIBER 3PH CUTOUT & ARRESTOR W/KEYHOLE stock xxxxxxx Customer Prod: 05-011-01	20.00	EA	160.00	EA	3,200.00

1 Lines Total **Total Order Quantity** **20.00**

Subtotal	**3,200.00**
Taxes	**0.00**
Total	**3,200.00**

GRESCO

Quote

Entered Date	Taken By	Customer #	Order #
4/2/25	lzec	1595	10263077-00
	Expiration Date	PO #	Page #
	6/1/25	rfq	1

Bill To	Ship To	Remit To
CITY OF GRIFFIN ELECTRIC DEPT PO BOX T GRIFFIN, GA 30224-0046	City of Griffin LINE CONSTRUCTION DIV. 1010 N HILL ST GRIFFIN, GA 30223-1930	Gresco Utility Supply, Inc. PO Box 932918 Atlanta, GA 31193-2918

Please note that the quote's expiration date, pricing, and lead times are subject to change based on manufacturing updates. GRESCO will communicate any changes at the time the order is placed.

Instructions

Ship Point	Via	Shipped	Terms	SlsRepIn/Out
Gresco-Forsyth, GA	Gresco Truck		Net 30 Days	lzec / ecom

Notes

Correspondence address: 1135 Rumble Road Forsyth GA 31029. If you have any questions, please do not hesitate to contact our Accounts Receivable department at ar@gresco.com. Thank you.

Line	Product and Description	Order Quantity	Qty UM	Unit Price	Price UM	Amount(Net)
1	**RRK-40** SEC CONN FLOOD SEAL #4/0 EPDM INSULATED (6270) MAXIMO# 382310 stock xxxxxxxx Customer Prod: 20-047	200.00	EA	10.35	EA	2,070.00

1 Lines Total **Total Order Quantity** **200.00**

Subtotal	**2,070.00**
Taxes	**0.00**
Total	**2,070.00**

GRESCO

Quote

Entered Date	Taken By	Customer #	Order #
4/2/25	lzec	1595	10263100-00
	Expiration Date	**PO #**	**Page #**
	6/1/25	rfq	1

Bill To
CITY OF GRIFFIN ELECTRIC DEPT
PO BOX T

GRIFFIN, GA 30224-0046

Ship To
City of Griffin
LINE CONSTRUCTION DIV.
1010 N HILL ST
GRIFFIN, GA 30223-1930

Remit To
Gresco Utility Supply, Inc.
PO Box 932918

Atlanta, GA 31193-2918

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Instructions

Ship Point	Via	Shipped	Terms	SlsRepIn/Out
Gresco-Forsyth, GA	Gresco Truck		Net 30 Days	lzec / ecom

Notes

Correspondence address: 1135 Rumble Road Forsyth GA 31029. If you have any questions, please do not hesitate to contact our Accounts Receivable department at ar@gresco.com. Thank you.

Line	Product and Description	Order Quantity	Qty UM	Unit Price	Price UM	Amount(Net)
1	**SG-4502** GRIP SERVICE DE 4 ACSR SG-4502 #4 In stock xxxxxxx Customer Prod: 12-017	300.00	EA	0.85	EA	255.00

1 **Lines Total** **Total Order Quantity** **300.00**

Subtotal	**255.00**
Taxes	**0.00**
Total	**255.00**

GRESCO

Quote

Entered Date	Taken By	Customer #	Order #
4/2/25	lzec	1595	10263089-00
	Expiration Date	PO #	Page #
	6/1/25	rfq	1

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Atlanta, GA 31193-2918

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Instructions

Ship Point	Via	Shipped	Terms	SlsRepIn/Out
Gresco-Forsyth, GA	Gresco Truck		Net 30 Days	lzec / ecom

Notes

Correspondence address: 1135 Rumble Road Forsyth GA 31029. If you have any questions, please do not hesitate to contact our Accounts Receivable department at ar@gresco.com. Thank you.

Line	Product and Description	Order Quantity	Qty UM	Unit Price	Price UM	Amount(Net)
1	J0588Z WIREHOLDER F/PIPE1-1/4-3 W/KNOB K-17 NY THD BK stock xxxxxxx	200.00	EA	7.70	EA	1,540.00

1	Lines Total	Total Order Quantity	200.00	Subtotal	1,540.00
				Taxes	0.00
				Total	1,540.00

GRESCO

Quote

Entered Date	Taken By	Customer #	Order #
4/2/25	lzec	1595	10263094-00
Expiration Date	**PO #**		**Page #**
6/1/25	rfq		1

Bill To
CITY OF GRIFFIN ELECTRIC DEPT
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GRIFFIN, GA 30224-0046

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City of Griffin
LINE CONSTRUCTION DIV.
1010 N HILL ST
GRIFFIN, GA 30223-1930

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Gresco Utility Supply, Inc.
PO Box 932918

Atlanta, GA 31193-2918

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Instructions

Ship Point	Via	Shipped	Terms	SlsRepIn/Out
Gresco-Forsyth, GA	Gresco Truck		Net 30 Days	lzec / ecom

Notes

Correspondence address: 1135 Rumble Road Forsyth GA 31029. If you have any questions, please do not hesitate to contact our Accounts Receivable department at ar@gresco.com. Thank you.

Line	Product and Description	Order Quantity	Qty UM	Unit Price	Price UM	Amount(Net)
1	**6M3-6** MOUNT CLU 3 TX 3-050KVA 6" AL BAND TYPE in stock xxxxxxxx Customer Prod: 22-015	10.00	EA	245.00	EA	2,450.00

1 Lines Total **Total Order Quantity** **10.00**

Subtotal	**2,450.00**
Taxes	**0.00**
Total	**2,450.00**

GRESCO

Quote

Entered Date	Taken By	Customer #	Order #
4/2/25	lzec	1595	10263063-00
Expiration Date	**PO #**		**Page #**
6/1/26	rfq		1

Bill To
CITY OF GRIFFIN ELECTRIC DEPT
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Atlanta, GA 31193-2918

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Instructions

Ship Point	Via	Shipped	Terms	SlsRepIn/Out
Gresco-Forsyth, GA	Gresco Truck		Net 30 Days	lzec / ecom

Notes

Correspondence address: 1135 Rumble Road Forsyth GA 31029. If you have any questions, please do not hesitate to contact our Accounts Receivable department at ar@gresco.com. Thank you.

Line	Product and Description	Order Quantity	Qty UM	Unit Price	Price UM	Amount(Net)
1	**P-30/TR45100.427** PAD CONCRETE F/1PH PAD T SOL. 42X45X6 P-30/TR4510 WITH REBAR QTY 60 FULL LOAD 800 lbs/ea 14 in stock 6-8 weeks on remaining xxxxxxxxxxxxxxxxxxxxxxxxxxxxxx	20.00	EA	100.00	EA	2,000.00

1	**Lines Total**	**Total Order Quantity**	**20.00**	**Subtotal**	**2,000.00**
				Taxes	**0.00**
				Total	**2,000.00**

GRESCO

Quote

Entered Date	Taken By	Customer #	Order #
4/2/25	lzec	1595	10263071-00
	Expiration Date	**PO #**	**Page #**
	6/1/25	rfq	1

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Instructions

Ship Point	Via	Shipped	Terms	SisRepIn/Out
Gresco-Forsyth, GA	Gresco Truck		Net 30 Days	lzec / ecom

Notes

Correspondence address: 1135 Rumble Road Forsyth GA 31029. If you have any questions, please do not hesitate to contact our Accounts Receivable department at ar@gresco.com. Thank you.

Line	Product and Description	Order Quantity	Qty UM	Unit Price	Price UM	Amount(Net)
1	**WR399** SQUEEZON H-TAP WR399 A.3/0-4/0 B.1-2/0 pallet qty 4500 stock xxxxxx Customer Prod: 04-018	2,000.00	EA	1.50	EA	3,000.00

1 **Lines Total** **Total Order Quantity** **2,000.00**

Subtotal	**3,000.00**
Taxes	**0.00**
Total	**3,000.00**

GRESCO

Quote

Entered Date	Taken By	Customer #	Order #
4/2/25	lzec	1595	10263090-00
	Expiration Date	**PO #**	**Page #**
	6/1/25	rfq	1

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CITY OF GRIFFIN ELECTRIC DEPT
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LINE CONSTRUCTION DIV.
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Atlanta, GA 31193-2918

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Instructions

Ship Point	Via	Shipped	Terms	SlsRepIn/Out
Gresco-Forsyth, GA	Gresco Truck		Net 30 Days	lzec / ecom

Notes

Correspondence address: 1135 Rumble Road Forsyth GA 31029. If you have any questions, please do not hesitate to contact our Accounts Receivable department at ar@gresco.com. Thank you.

Line	Product and Description	Order Quantity	Qty UM	Unit Price	Price UM	Amount(Net)
1	**HPI55-4** INS POLY PIN 15KV F-NECK 1" R GRY HPI55-4 PLT/594 MAXIMO# 406727 in stock xxxxxxx 10-001-00	300.00	EA	6.40	EA	1,920.00

1 Lines Total **Total Order Quantity** **300.00**

Subtotal	**1,920.00**
Taxes	**0.00**
Total	**1,920.00**

GRESCO

Quote

Entered Date	Taken By	Customer #	Order #
4/2/25	lzec	1595	10263088-00
	Expiration Date	**PO #**	**Page #**
	6/1/25	rfq	1

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Gresco-Forsyth, GA	Gresco Truck		Net 30 Days	lzec / ecom

Notes

Correspondence address: 1136 Rumble Road Forsyth GA 31029. If you have any questions, please do not hesitate to contact our Accounts Receivable department at ar@gresco.com. Thank you.

Line	Product and Description	Order Quantity	Qty UM	Unit Price	Price UM	Amount(Net)
1	**AFBC20** CLAMP HOTLINE CU 8-2/0 TAP8-2/0 ALUMA FORM sub for c1520 in stock xxxxxxxxxxxxxxxxxxxx Customer Prod: 02-007	1,000.00	EA	11.95	EA	11,950.00

1 Lines Total **Total Order Quantity** **1,000.00**

Subtotal	**11,950.00**
Taxes	**0.00**
Total	**11,950.00**

CAPE ELECTRICAL SUPPLY

CAPE ELECTRIC SUPPLY CHATTANOOGA
1907 DAISY STREET
CHATTANOOGA, TN 37406-2439
423-624-7330
Fax

Quotation

EXPIRATION DATE	QUOTE NUMBER
04/26/2025	S203800807

CAPE ELECTRIC SUPPLY CHATTANOOGA 1907 DAISY STREET CHATTANOOGA, TN 37406-2439 423-624-7330 Fax	PAGE NO.
	1 of 1

QUOTE TO:

CITY OF GRIFFIN
PO BOX T
GRIFFIN, GA 30224-0046

SHIP TO:

CITY OF GRIFFIN
1010 NORTH HILL STREET
GRIFFIN, GA 30223-1930

CUSTOMER NUMBER	CUSTOMER PO NUMBER	JOB NAME / RELEASE NUMBER	SALESPERSON
73400			ROBERT HARRIS

GIVEN BY	SHIP VIA	TERMS	DATE	FREIGHT EXEMPT
		Net 30 Days	04/06/2025	Yes

ORDER QTY	ITEM NUMBER / DESCRIPTION	UNIT PRICE	EXT PRICE
500ea	PWR P1300 INSULATOR CLEVIS (0327) GRIFFIN #10-007 STOCK	11.000/ea	5500.00

Thank you for your order! Your satisfaction is our number one goal!

Please visit our website at www.capeelectric.com

Any questions call ROBERT HARRIS at or e-mail @ robert.harris@capeelectric.com

All Prices are subject to change without notice!

Taxes are not included

For terms and conditions see www.capeelectric.com

Subtotal	5500.00
S&H Charges	0.00
Amount Due	5500.00

Printed By: HARROB on 4/1/2025 2:31:02 PM

CAPE ELECTRICAL SUPPLY

CAPE ELECTRIC SUPPLY CHATTANOOGA
1907 DAISY STREET
CHATTANOOGA, TN 37406-2439
423-624-7330
Fax

Quotation

EXPIRATION DATE	QUOTE NUMBER
04/26/2025	S203800807

CAPE ELECTRIC SUPPLY
CHATTANOOGA
1907 DAISY STREET
CHATTANOOGA, TN 37406-2439
423-624-7330
Fax

PAGE NO.: 1 of 1

QUOTE TO:

CITY OF GRIFFIN
PO BOX T
GRIFFIN, GA 30224-0046

SHIP TO:

CITY OF GRIFFIN
1010 NORTH HILL STREET
GRIFFIN, GA 30223-1930

CUSTOMER NUMBER	CUSTOMER PO NUMBER	JOB NAME / RELEASE NUMBER	SALESPERSON
73400			ROBERT HARRIS

GIVEN BY	SHIP VIA	TERMS	DATE	FREIGHT EXEMPT
		Net 30 Days	04/07/2025	Yes

ORDER QTY	ITEM NUMBER / DESCRIPTION	UNIT PRICE	EXT PRICE
1000ea	ALD 11500 WASHER FLAT SQUARE 2.25" X 2.25" 5/8" HOLE 200/BX GRIFFIN #01-024 STOCK	0.760/ea	760.00

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Any questions call ROBERT HARRIS at or e-mail @ robert.harris@capeelectric.com

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Taxes are not included
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Subtotal	760.00
S&H Charges	0.00
Amount Due	760.00

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CAPE ELECTRICAL SUPPLY

CAPE ELECTRIC SUPPLY CHATTANOOGA
1907 DAISY STREET
CHATTANOOGA, TN 37406-2439
423-624-7330
Fax

Quotation

EXPIRATION DATE	QUOTE NUMBER
04/26/2025	S203800807

CAPE ELECTRIC SUPPLY
CHATTANOOGA
1907 DAISY STREET
CHATTANOOGA, TN 37406-2439
423-624-7330
Fax

PAGE NO.: 1 of 1

QUOTE TO:

CITY OF GRIFFIN
PO BOX T
GRIFFIN, GA 30224-0046

SHIP TO:

CITY OF GRIFFIN
1010 NORTH HILL STREET
GRIFFIN, GA 30223-1930

CUSTOMER NUMBER	CUSTOMER PO NUMBER	JOB NAME / RELEASE NUMBER	SALESPERSON
73400			ROBERT HARRIS

GIVEN BY	SHIP VIA	TERMS	DATE	FREIGHT EXEMPT
		Net 30 Days	05/04/2025	Yes

ORDER QTY	ITEM NUMBER / DESCRIPTION	UNIT PRICE	EXT PRICE
20ea	FLH3R114824C2H GRIFFIN #05-011-01 6-8 WEEKS	165.970/ea	3319.40

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Subtotal	3319.40
S&H Charges	0.00
Amount Due	3319.40

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CAPE ELECTRICAL SUPPLY

CAPE ELECTRIC SUPPLY CHATTANOOGA
1907 DAISY STREET
CHATTANOOGA, TN 37406-2439
423-624-7330
Fax

Quotation

EXPIRATION DATE	QUOTE NUMBER
04/26/2025	S203800807

CAPE ELECTRIC SUPPLY CHATTANOOGA 1907 DAISY STREET CHATTANOOGA, TN 37406-2439 423-624-7330 Fax	PAGE NO.
	1 of 1

QUOTE TO:

CITY OF GRIFFIN
PO BOX T
GRIFFIN, GA 30224-0046

SHIP TO:

CITY OF GRIFFIN
1010 NORTH HILL STREET
GRIFFIN, GA 30223-1930

CUSTOMER NUMBER	CUSTOMER PO NUMBER	JOB NAME / RELEASE NUMBER	SALESPERSON
73400			ROBERT HARRIS

GIVEN BY	SHIP VIA	TERMS	DATE	FREIGHT EXEMPT
		Net 30 Days	04/14/2025	Yes

ORDER QTY	ITEM NUMBER / DESCRIPTION	UNIT PRICE	EXT PRICE
200ea	RRK-40 BLKBRN RRK-40 AL COMP SPLC KIT RRK-40 HOMAC GRIFFIN #20-047 1-2 WEEKS	13.500/ea	2700.00

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Subtotal	2700.00
S&H Charges	0.00
Amount Due	2700.00

Taxes are not included
For terms and conditions see www.capeelectric.com

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CAPE ELECTRICAL SUPPLY

CAPE ELECTRIC SUPPLY CHATTANOOGA
1907 DAISY STREET
CHATTANOOGA, TN 37406-2439
423-624-7330
Fax

Quotation

EXPIRATION DATE	QUOTE NUMBER
04/26/2025	S203800807

CAPE ELECTRIC SUPPLY CHATTANOOGA 1907 DAISY STREET CHATTANOOGA, TN 37406-2439 423-624-7330 Fax	PAGE NO.
	1 of 1

QUOTE TO:

CITY OF GRIFFIN
PO BOX T
GRIFFIN, GA 30224-0046

SHIP TO:

CITY OF GRIFFIN
1010 NORTH HILL STREET
GRIFFIN, GA 30223-1930

CUSTOMER NUMBER	CUSTOMER PO NUMBER	JOB NAME / RELEASE NUMBER	SALESPERSON
73400			ROBERT HARRIS

GIVEN BY	SHIP VIA	TERMS	DATE	FREIGHT EXEMPT
		Net 30 Days	05/02/2025	Yes

ORDER QTY	ITEM NUMBER / DESCRIPTION	UNIT PRICE	EXT PRICE
300ea	PRE SG4502 #4 SERVICE GRIP PRE SG4502 #4 SERVICE GRIP GRIFFIN# 12-017 4-6 WEEKS	1.000/ea	300.00

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Subtotal	300.00
S&H Charges	0.00
Amount Due	300.00

Taxes are not included
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CAPE ELECTRICAL SUPPLY

CAPE ELECTRIC SUPPLY CHATTANOOGA
1907 DAISY STREET
CHATTANOOGA, TN 37406-2439
423-624-7330
Fax

Quotation

EXPIRATION DATE	QUOTE NUMBER
04/26/2025	S203800807

CAPE ELECTRIC SUPPLY
CHATTANOOGA
1907 DAISY STREET
CHATTANOOGA, TN 37406-2439
423-624-7330
Fax

PAGE NO.
1 of 1

QUOTE TO:

CITY OF GRIFFIN
PO BOX T
GRIFFIN, GA 30224-0046

SHIP TO:

CITY OF GRIFFIN
1010 NORTH HILL STREET
GRIFFIN, GA 30223-1930

CUSTOMER NUMBER	CUSTOMER PO NUMBER	JOB NAME / RELEASE NUMBER	SALESPERSON
73400			ROBERT HARRIS

GIVEN BY	SHIP VIA	TERMS	DATE	FREIGHT EXEMPT
		Net 30 Days	04/28/2025	Yes

ORDER QTY	ITEM NUMBER / DESCRIPTION	UNIT PRICE	EXT PRICE
10ea	BARFIELD BMAC366 CLUSTER MOUNT GRIFFIN #22-015 6-8 WEEKS	506.910/ea	5069.10

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Subtotal	5069.10
S&H Charges	0.00
Amount Due	5069.10

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CAPE ELECTRICAL SUPPLY

CAPE ELECTRIC SUPPLY CHATTANOOGA
1907 DAISY STREET
CHATTANOOGA, TN 37406-2439
423-624-7330
Fax

Quotation

EXPIRATION DATE	QUOTE NUMBER
04/26/2025	S203800807

CAPE ELECTRIC SUPPLY
CHATTANOOGA
1907 DAISY STREET
CHATTANOOGA, TN 37406-2439
423-624-7330
Fax

PAGE NO.: 1 of 1

QUOTE TO:

CITY OF GRIFFIN
PO BOX T
GRIFFIN, GA 30224-0046

SHIP TO:

CITY OF GRIFFIN
1010 NORTH HILL STREET
GRIFFIN, GA 30223-1930

CUSTOMER NUMBER	CUSTOMER PO NUMBER	JOB NAME / RELEASE NUMBER	SALESPERSON
73400			ROBERT HARRIS

GIVEN BY	SHIP VIA	TERMS	DATE	FREIGHT EXEMPT
		Net 30 Days	04/03/2025	Yes

ORDER QTY	ITEM NUMBER / DESCRIPTION	UNIT PRICE	EXT PRICE
20ea	DIVERTEC F424232CL1224 42" X 42" XFMR COMPOSITE PAD GRIFFIN #20-020-02 STOCK	199.000/ea	3980.00

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Subtotal	3980.00
S&H Charges	0.00
Amount Due	3980.00

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CAPE ELECTRIC SUPPLY CHATTANOOGA
1907 DAISY STREET
CHATTANOOGA, TN 37406-2439
423-624-7330
Fax

Quotation

EXPIRATION DATE	QUOTE NUMBER
04/26/2025	S203800807

CAPE ELECTRIC SUPPLY CHATTANOOGA 1907 DAISY STREET CHATTANOOGA, TN 37406-2439 423-624-7330 Fax	PAGE NO.
	1 of 1

QUOTE TO:

CITY OF GRIFFIN
PO BOX T
GRIFFIN, GA 30224-0046

SHIP TO:

CITY OF GRIFFIN
1010 NORTH HILL STREET
GRIFFIN, GA 30223-1930

CUSTOMER NUMBER	CUSTOMER PO NUMBER	JOB NAME / RELEASE NUMBER	SALESPERSON
73400			ROBERT HARRIS

GIVEN BY	SHIP VIA	TERMS	DATE	FREIGHT EXEMPT
		Net 30 Days	04/09/2025	Yes

ORDER QTY	ITEM NUMBER / DESCRIPTION	UNIT PRICE	EXT PRICE
2000ea	WR399 BLKBRN WR399 4/0 TO 1/0 H TAP CONN BLKBRN WR399 4/0 TO 4/0 H TAP GRIFFIN #04-018 STOCK	170.000/c	3400.00

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Subtotal	3400.00
S&H Charges	0.00
Amount Due	3400.00

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CAPE ELECTRIC SUPPLY CHATTANOOGA
1907 DAISY STREET
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Fax

Quotation

EXPIRATION DATE	QUOTE NUMBER
04/26/2025	S203800807

CAPE ELECTRIC SUPPLY
CHATTANOOGA
1907 DAISY STREET
CHATTANOOGA, TN 37406-2439
423-624-7330
Fax

PAGE NO.
1 of 1

QUOTE TO:

CITY OF GRIFFIN
PO BOX T
GRIFFIN, GA 30224-0046

SHIP TO:

CITY OF GRIFFIN
1010 NORTH HILL STREET
GRIFFIN, GA 30223-1930

CUSTOMER NUMBER	CUSTOMER PO NUMBER	JOB NAME / RELEASE NUMBER	SALESPERSON
73400			ROBERT HARRIS

GIVEN BY	SHIP VIA	TERMS	DATE	FREIGHT EXEMPT
		Net 30 Days	04/25/2025	Yes

ORDER QTY	ITEM NUMBER / DESCRIPTION	UNIT PRICE	EXT PRICE
300ea	HDXHPI554 HPI-55-4 EPOXY PIN INSULATOR *****HENDRIX BRAND***** ANSI 55-4 STANDARD PACKAGE 30 GRIFFIN # 10-001-00 STOCK	11.290/ea	3387.00

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Subtotal	3387.00
S&H Charges	0.00
Amount Due	3387.00

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6700 Oakley Industrial Blvd
UNION CITY, GA 30291

Phone: 404.691.2605
Fax: 770.798.1309

www.anixterpowersolutions.com

MATERIAL LIST

Quotation: U00776955.01

Item	CustLine	Product and Description	Quantity	Price	Unit	Extended
7		**J1300** CLEVIS SECONDARY LESS INSULATOR 5/8"BLT **STD PKG:** 25 DEL: 25 IN STK STPS, BAL: 3 WKS	500	12.570	EA	6,285.00
8		**J1075** WASHER SQ 2-1/4"X3/16" FOR 5/8" BOLT **STD PKG:** 200 DEL: 3 WKS	1000	0.770	EA	770.00
9		**WR379** CONN H AL A GRV-4/0 B **STD PKG:** 250 DEL: 3-4 WKS	2000	1.620	EA	3,240.00
10		**WR399** CONNECTOR COMP TAP 3/0-4/0 A 1/0-2/0 B **STD PKG:** 25 DEL: 3-4 WKS	2000	1.670	EA	3,340.00
11		**J8810** BOLT MACH 5/8"X10" **STD PKG:** 50 DEL: STOCK STPS	500	1.700	EA	850.00
12		**J8812** BOLT MACH 5/8"X12" **STD PKG:** 50 DEL: STOCK STPS	1000	2.100	EA	2,100.00
13		**J8814** BOLT MACH 5/8"X14" **STD PKG:** 25 DEL: STOCK STPS	500	2.350	EA	1,175.00
14		**5002** SPLICE AUTO 3/8" STRAND **STD PKG:** 50 DEL: 100 IN STOCK, BAL: 3 WKS	200	19.750	EA	3,950.00
15		**RRK40** SPLICE KIT RRK 4/0STR **STD PKG:** 50 DEL: 3-4 WKS	200	11.300	EA	2,260.00

6700 Oakley Industrial Blvd
UNION CITY, GA 30291

Phone: 404.691.2605
Fax: 770.798.1309

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MATERIAL LIST

Quotation: U00776955.01

To: **CITY OF GRIFFIN LIGHT & WATER**
ELECTRIC DEPT.
1010 NORTH HILL STREET
GRIFFIN, GA 30224

Attn:
Phone:
Fax:

Issued Date: **Apr 02, 2025**
Expiration Date: **May 02, 2025**

Sales Contact: **Dahria Ekhlas**
(P)
(F)
Dahria.Ekhlas@anixter.com

PRICES SUBJECT TO ESCALATION AT TIME OF SHIPMENT**

Please note the prices quoted are based on the current and/or projected metals and raw materials and tarriffs. If the manufacturer receives an unexpected price increase that is passed along and we are unsuccessful at negotiating that increase, then we are required to pass along that increase as well.

Item	CustLine	Product and Description	Quantity	Price	Unit	Extended
1		**6SDBS25 W** WIRE 6 CU SOL SD BARE 25#/315' WOODEN S **STD PKG:** 25 DEL: 2 WKS	750	7.980	LB	5,985.00
2		~~**FLH3R-1-4824-C2H**~~	20		EA	No Quote
3		**F4242-32CL1224T** PAD TRANSFORMER ~~42" X 42" X 4"~~ **CORRECT DESCRIPTION: PAD TRANSFORMER 42" X 42" X 3" **STD PKG:** 10 DEL: STOCK STPS	20	178.500	EA	3,570.00
4		**ICS73-1** SPLICE SVC ENTR COMP AL INSU #2- **STD PKG:** 500 DEL: 3-4 WKS	1000	1.260	EA	1,260.00
5		**ICS72-1** SLEEVE SERVICE ENTRANCE INSUL 2STR MAIN 4STR TAP **STD PKG:** 500 DEL: 3-4 WKS	1000	1.300	EA	1,300.00
6		**301-82** CONNECTOR COMPRESSION TAP CU 4-8 A & B **STD PKG:** 100 DEL: 2-4 WKS	1000	2.960	EA	2,960.00

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UNION CITY, GA 30291

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Fax: 770.798.1309

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MATERIAL LIST

Quotation: U00776955.01

Item	CustLine	Product and Description	Quantity	Price	Unit	Extended
36	SG-4502	GRIP-DE SVC #4 6/7/1.7W 0.225-.257 RH ACSR/AL **STD PKG:** 300 DEL: 4-6 WKS	300	0.850	EA	255.00
37	UTF-1208	TIE DIST F-NECK AAC 4/0 6/1 7W .521-.588 DEL: STOCK STPS	300	6.200	EA	1,860.00

SECTION TOTAL: $127,064.45

QUOTE TOTAL: **$127,064.45**

Special Notes

1) All items are In Stock unless otherwise noted.
2) All item pricing on this quote is valid for thirty days unless otherwise specified.
3) All applicable taxes apply.

BY ACCEPTING THIS QUOTE, YOU AGREE THE WESCO TERMS CONDITIONS PUBLISHED AT WWW.WESCO.COM/TERMSOFSALE ARE EXPRESSLY INCORPORATED INTO AND GOVERN THIS TRANSACTION. Storage transport fees may apply if delivery isn't accepted w/in 90 days of availability. Price subject to change based on duties, freight, tariffs, or supplier increases.

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MATERIAL LIST

Quotation: U00776955.01

Item	CustLine	Product and Description	Quantity	Price	Unit	Extended
26		**J0588Z** WIREHOLDER NYLON 1.25" - 3" PIPE **STD PKG:** 25 DEL: 3 WKS	200	7.750	EA	1,550.00
27		**HPI-55-4** INSU PIN 15KV F-NECK POLYE GRY **STD PKG:** 30 DEL: 170 IN STOCK STPS, BAL: 4-6 WKS	300	6.650	EA	1,995.00
28		**HPI-53-2** INSU SPOOL 3" POLYE **STD PKG:** 56 DEL: STOCK STPS	560	1.520	EA	851.20
29		**F1CS-MV-V10-RHP1**	500		EA	**No Quote**
30		**DEI-28** INSU DE SUSP 28KV SIL IRON END FTGS **STD PKG:** 15 DEL: STOCK STPS	300	14.750	EA	4,425.00
31		**6M3-6** CLUSTER MT 1 BAND 3 POS 3-50KVA 6" SPACING DEL: 6-8 WKS	10	278.600	EA	2,786.00
32		**15M3-6** Cluster Mt 2 Band 3 Pos 3-100KVA 6" Spacing DEL: 6-8 WKS	5	581.750	EA	2,908.75
33		**SCO21** COMPRESSION STIRRUP 2/0-2 DEL: 3-4 WKS	300	10.920	EA	3,276.00
34		**SCN50** STIRRUP COMPRESS 1/0 CU BALL **STD PKG:** 20 DEL: 3-4 WKS	300	23.450	EA	7,035.00
35		**ZHP010-0000000** ARR DIST 10KV HD POLY W/O BRKT/BIRD CAP DEL: 6-8 WKS	300	47.200	EA	14,160.00

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UNION CITY, GA 30291

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Item	CustLine	Product and Description	Quantity	Price	Unit	Extended
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28		**HPI-53-2** INSU SPOOL 3" POLYE **STD PKG:** 56 DEL: STOCK STPS	560	1.520	EA	851.20
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30		**DEI-28** INSU DE SUSP 28KV SIL IRON END FTGS **STD PKG:** 15 DEL: STOCK STPS	300	14.750	EA	4,425.00
31		**6M3-6** CLUSTER MT 4 BAND 3 POS 3-50KVA 6" SPACING DEL: 6-8 WKS	10	278.600	EA	2,786.00
32		**15M3-6** Cluster Mt 2 Band 3 Pos 3-100KVA 6" Spacing DEL: 6-8 WKS	5	581.750	EA	2,908.75
33		**SCO21** COMPRESSION STIRRUP 2/0-2 DEL: 3-4 WKS	300	10.920	EA	3,276.00
34		**SCN50** STIRRUP COMPRESS 1/0 CU BALL **STD PKG:** 20 DEL: 3-4 WKS	300	23.450	EA	7,035.00
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MATERIAL LIST

Quotation: U00776955.01

To: **CITY OF GRIFFIN LIGHT & WATER**
ELECTRIC DEPT.
1010 NORTH HILL STREET
GRIFFIN, GA 30224

Attn:
Phone:
Fax:

Issued Date: **Apr 02, 2025**
Expiration Date: **May 02, 2025**

Sales Contact: **Dahria Ekhlas**
(P)
(F)
Dahria.Ekhlas@anixter.com

PRICES SUBJECT TO ESCALATION AT TIME OF SHIPMENT**

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Item	CustLine	Product and Description	Quantity	Price	Unit	Extended
1		**6SDBS25 W** WIRE 6 CU SOL SD BARE 25#/315' WOODEN S **STD PKG:** 25 DEL: 2 WKS	750	7.980	LB	5,985.00
2		**FLH3R-1-4824-C2H**	20		EA	**No Quote**
3		**F4242-32CL1224T** PAD TRANSFORMER ~~42" X 42" X 4"~~ **CORRECT DESCRIPTION: PAD TRANSFORMER 42" X 42" X 3" **STD PKG:** 10 DEL: STOCK STPS	20	178.500	EA	3,570.00
4		**ICS73-1** SPLICE SVC ENTR COMP AL INSU #2- **STD PKG:** 500 DEL: 3-4 WKS	1000	1.260	EA	1,260.00
5		**ICS72-1** SLEEVE SERVICE ENTRANCE INSUL 2STR MAIN 4STR TAP **STD PKG:** 500 DEL: 3-4 WKS	1000	1.300	EA	1,300.00
6		**301-82** CONNECTOR COMPRESSION TAP CU 4-8 A & B **STD PKG:** 100 DEL: 2-4 WKS	1000	2.960	EA	2,960.00

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MATERIAL LIST

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Item	CustLine	Product and Description	Quantity	Price	Unit	Extended
7		**J1300** CLEVIS SECONDARY LESS INSULATOR 5/8"BLT **STD PKG:** 25 DEL: 25 IN STK STPS, BAL: 3 WKS	500	12.570	EA	6,285.00
8		**J1075** WASHER SQ 2-1/4"X3/16" FOR 5/8" BOLT **STD PKG:** 200 DEL: 3 WKS	1000	0.770	EA	770.00
9		**WR379** CONN H AL A GRV-4/0 B **STD PKG:** 250 DEL: 3-4 WKS	2000	1.620	EA	3,240.00
10		**WR399** CONNECTOR COMP TAP 3/0-4/0 A 1/0-2/0 B **STD PKG:** 25 DEL: 3-4 WKS	2000	1.670	EA	3,340.00
11		**J8810** BOLT MACH 5/8"X10" **STD PKG:** 50 DEL: STOCK STPS	500	1.700	EA	850.00
12		**J8812** BOLT MACH 5/8"X12" **STD PKG:** 50 DEL: STOCK STPS	1000	2.100	EA	2,100.00
13		**J8814** BOLT MACH 5/8"X14" **STD PKG:** 25 DEL: STOCK STPS	500	2.350	EA	1,175.00
14		**5002** SPLICE AUTO 3/8" STRAND **STD PKG:** 50 DEL: 100 IN STOCK, BAL: 3 WKS	200	19.750	EA	3,950.00
15		**RRK40** SPLICE KIT RRK 4/0STR **STD PKG:** 50 DEL: 3-4 WKS	200	11.300	EA	2,260.00

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Item	CustLine	Product and Description	Quantity	Price	Unit	Extended
26		**J0588Z** WIREHOLDER NYLON 1.25"- 3" PIPE **STD PKG:** 25 DEL: 3 WKS	200	7.750	EA	1,550.00
27		**HPI-55-4** INSU PIN 15KV F-NECK POLYE GRY **STD PKG:** 30 DEL: 170 IN STOCK STPS, BAL: 4-6 WKS	300	6.650	EA	1,995.00
28		**HPI-53-2** INSU SPOOL 3" POLYE **STD PKG:** 56 DEL: STOCK STPS	560	1.520	EA	851.20
29		**F1CS-MV-V10-RHP1**	500		EA	**No Quote**
30		**DEI-28** INSU DE SUSP 28KV SIL IRON END FTGS **STD PKG:** 15 DEL: STOCK STPS	300	14.750	EA	4,425.00
31		**6M3-6** CLUSTER MT 1 BAND 3 POS 3-50KVA 6" SPACING DEL: 6-8 WKS	10	278.600	EA	2,786.00
32		**15M3-6** Cluster Mt 2 Band 3 Pos 3-100KVA 6" Spacing DEL: 6-8 WKS	5	581.750	EA	2,908.75
33		**SCO21** COMPRESSION STIRRUP 2/0-2 DEL: 3-4 WKS	300	10.920	EA	3,276.00
34		**SCN50** STIRRUP COMPRESS 1/0 CU BALL **STD PKG:** 20 DEL: 3-4 WKS	300	23.450	EA	7,035.00
35		**ZHP010-0000000** ARR DIST 10KV HD POLY W/O BRKT/BIRD CAP DEL: 6-8 WKS	300	47.200	EA	14,160.00

6700 Oakley Industrial Blvd
UNION CITY, GA 30291

Phone: 404.691.2605
Fax: 770.798.1309

www.anixterpowersolutions.com

MATERIAL LIST

Quotation: U00776955.01

Item	CustLine	Product and Description	Quantity	Price	Unit	Extended
16		**RRK20** SPLICE KIT RRK 2/0STR **STD PKG:** 100 DEL: 3-4 WKS	200	11.550	EA	2,310.00
17		**PTT4-35012P** CONN TRANSFORMER 1/2 STUD 4 POS AL/CU 350-10 DEL: 3 WKS	300	16.000	EA	4,800.00
18		**JR153L** ANCHOR EXPANDING ROCK AN 1" X 53" DEL: 10-12 WKS	10	92.250	EA	922.50
19		**CC58** COUPLER COMP 2-3/4IN L F/ 5/8IN CU BOND GRD RO **STD PKG:** 25 DEL: 2-3 WKS	200	9.400	EA	1,880.00
20		**GRC58** CLAMP GRC 5/8" FOR 5/8" GRD ROD **STD PKG:** 100 DEL: 200 STK, BAL: 2-3 WKS	1000	2.180	EA	2,180.00
21		**304-82** CONNECTOR COMPRESSN TAP CU 1 2 1/0 & 2/O A & B DEL: 2-4 WKS	1000	6.250	EA	6,250.00
22		**303-82** CONNECTOR COMPRESSN TAP 1/0-1/0 A&B DEL: 6-7 WKS	1000	3.800	EA	3,800.00
23		**307-82** CONNECTOR COMPRESSION TAP CU 4/0-250 A & B DEL: 2-4 WKS	500	13.900	EA	6,950.00
24		**308-82** CONNECTOR COMPRESSION TP DEL: 6-7 WKS	500	10.450	EA	5,225.00
25		**C-1520** CLAMP HL BRZ 8-2/0 MAIN AND TAP **STD PKG:** 25 DEL: 125 IN STOCK STPS, BAL: 3 WKS	1000	12.600	EA	12,600.00

TRI-STATE UTILITY PRODUCTS INC.
P.O. BOX 6527
MARIETTA, GEORGIA 30065
PHONE: 770/427-3119
FAX: 770/427-3946

QUOTATION NUMBER

GRIFF 1013645-0000-01

QUOTATION NUMBER

1013645-0000-01

BILL TO:
GRIFFIN POWER
CITY OF GRIFFIN
PO BOX T
GRIFFIN GA 30224

CUSTOMER P.O. NO. RFQ 7 | 3.27.25

SHIP TO:
CITY OF GRIFFIN
1010 NORTH HILL STREET
GRIFFIN GA 30223

CUSTOMER P.O. NO. RFQ 7 | 3.27.25

QUOTATION***QUOTATION******QUOTATION******QUOTATION******QUOTATION***

QUOTATION NUMBER	SLSMN.	QUOTATION DATE	ENTERED BY	CUSTOMER INQUIRY NUMBER	DATE
1013645-0000-01	169	03/27/25	181	RFQ 8 | 3.27.25	

INSTRUCTIONS	,	PAGE NO.
	P	1

QUANTITY ORDERED	QUANTITY B.O./RET.	QUANTITY SHIPPED	DISP.	ITEM CODE AND DESCRIPTION	U/M	MULT.	UNIT PRICE	AMOUNT
510				0327 SQUARE D CLEVIS, J-10 (J1300) LINE ITEM: 7 HUBBELL CROSS FOR: J1300 SPQ: 15 LEAD TIME: IN STOCK	EA		16.3300	8328.30
								8,328.30

Omission of quotation number or reference to an expired quotation will result in application of standard price at time of shipment. Standard terms and conditions of sale to apply. Deviations pertaining to the quantities, prices, or duration of the above quotation are not valid unless confirmed in writing by TRI-STATE UTILITY PRODUCTS, INC.

Thank You

TRI-STATE UTILITY PRODUCTS, INC.

ALL PRICES ARE BASED ON	ACCEPTANCE BY	AND ARE FIRM THRU

BY _____

XLOPTB 8/88

TRI-STATE UTILITY PRODUCTS INC.
P.O. BOX 6527
MARIETTA, GEORGIA 30065
PHONE: 770/427-3119
FAX: 770/427-3945

QUOTATION NUMBER

GRIFF 1013653-0000-01

QUOTATION NUMBER

1013653-0000-01

BILL TO: GRIFFIN POWER
CITY OF GRIFFIN
PO BOX T
GRIFFIN GA 30224

SHIP TO: CITY OF GRIFFIN
1010 NORTH HILL STREET
GRIFFIN GA 30223

CUSTOMER P.O. NO. RFQ 15 | 3.27.25

CUSTOMER P.O. NO. RFQ 15 | 3.27.25

QUOTATION***QUOTATION******QUOTATION******QUOTATION******QUOTATION***

QUOTATION NUMBER	SLSMN.	QUOTATION DATE	ENTERED BY	CUSTOMER INQUIRY NUMBER	DATE
1013653-0000-01	169	03/27/25	181	RFQ 16 | 3.27.25	

INSTRUCTIONS	.	PAGE NO.
	P	1

QUANTITY ORDERED	QUANTITY B.O./RET.	QUANTITY SHIPPED	DISP.	ITEM CODE AND DESCRIPTION	U/M	MULT.	UNIT PRICE	AMOUNT
200				RRK40 AL. FLOOD-SEAL COMP. SPLICE KIT, WIRE RANGE 4/0, CONN. LENGTH 4-1/4", INSULATOR LENGTH 7-1/4", COLOR CODE:PINK LINE ITEM: #15 LEAD TIME: IN STOCK	EA		13.2500	2650.00
								2,650.00

Omission of quotation number or reference to an expired quotation will result in application of standard price at time of shipment. Standard terms and conditions of sale to apply. Deviations pertaining to the quantities, prices, or duration of the above quotation are not valid unless confirmed in writing by TRI-STATE UTILITY PRODUCTS, INC.

Thank You

TRI-STATE UTILITY PRODUCTS, INC.

ALL PRICES ARE BASED ON	ACCEPTANCE BY	AND ARE FIRM THRU

BY _____

XLOPTB 8/88

TRI-STATE UTILITY PRODUCTS INC.
P.O. BOX 6627
MARIETTA, GEORGIA 30065
PHONE: 770/427-3119
FAX: 770/427-3945

QUOTATION NUMBER

GRIFF 1013671-0000-01

QUOTATION NUMBER

1013671-0000-01

BILL TO:
GRIFFIN POWER
CITY OF GRIFFIN
PO BOX T
GRIFFIN GA 30224

CUSTOMER P.O. NO. RFQ 26 | 3.28.25

SHIP TO:
CITY OF GRIFFIN
1010 NORTH HILL STREET
GRIFFIN GA 30223

CUSTOMER P.O. NO. RFQ 26 | 3.28.25

QUOTATION***QUOTATION******QUOTATION******QUOTATION******QUOTATION***

QUOTATION NUMBER	SLSMN.	QUOTATION DATE	ENTERED BY	CUSTOMER INQUIRY NUMBER	DATE
1013671-0000-01	169	03/28/25	181	RFQ 26 | 3.28.25	

INSTRUCTIONS	.	PAGE NO.
	P	1

QUANTITY ORDERED	QUANTITY B.O./RET.	QUANTITY SHIPPED	DISP.	ITEM CODE AND DESCRIPTION	U/M	MULT.	UNIT PRICE	AMOUNT
200				C207-0144 MAST TYPE WIRE HOLDER WITH NYLON INSULATOR, FOR 1-1/4" THRU 3" DIAMETER PIPE LINE ITEM: #26 HPS CROSS FOR: J05882 LEAD TIME: 3-4 WEEKS	EA		18.4300	3686.00
								3,686.00

Omission of quotation number or reference to an expired quotation will result in application of standard price at time of shipment. Standard terms and conditions of sale to apply. Deviations pertaining to the quantities, prices, or duration of the above quotation are not valid unless confirmed in writing by TRI-STATE UTILITY PRODUCTS, INC.

Thank You

TRI-STATE UTILITY PRODUCTS, INC.

ALL PRICES ARE BASED ON	ACCEPTANCE BY	AND ARE FIRM THRU

BY _____

XLOPTB 8/88

TRI-STATE UTILITY PRODUCTS INC.
P.O. BOX 6627
MARIETTA, GEORGIA 30065
PHONE: 770/427-3119
FAX: 770/427-3945

QUOTATION NUMBER

GRIFF 1013658-0000-01

QUOTATION NUMBER

1013658-0000-01

BILL TO:
GRIFFIN POWER
CITY OF GRIFFIN
PO BOX T
GRIFFIN GA 30224

CUSTOMER P.O. NO. RFQ 25 | 3.27.25

SHIP TO:
CITY OF GRIFFIN
1010 NORTH HILL STREET
GRIFFIN GA 30223

CUSTOMER P.O. NO. RFQ 25 | 3.27.25

QUOTATION***QUOTATION******QUOTATION******QUOTATION******QUOTATION***

QUOTATION NUMBER	SLSMN.	QUOTATION DATE	ENTERED BY	CUSTOMER INQUIRY NUMBER	DATE
1013658-0000-01	169	03/27/25	181	RFQ 26 | 3.27.25	

INSTRUCTIONS	.	PAGE NO.
	P	1

QUANTITY ORDERED	QUANTITY B.O./RET.	QUANTITY SHIPPED	DISP.	ITEM CODE AND DESCRIPTION	U/M	MULT.	UNIT PRICE	AMOUNT
1000				HLB2/0 (HLB2/0-SOCO) BRONZE HOT LINE CLAMP RUN: #8sol-2/0str TAP: #8sol-2/0str LINE ITEM: #25 HUBBELL CROSS FOR: C-1520 LEAD TIME: IN STOCK	EA		15.6400	15640.00
								15,640.00

Omission of quotation number or reference to an expired quotation will result in application of standard price at time of shipment. Standard terms and conditions of sale to apply. Deviations pertaining to the quantities, prices, or duration of the above quotation are not valid unless confirmed in writing by TRI-STATE UTILITY PRODUCTS, INC.

Thank You

TRI-STATE UTILITY PRODUCTS, INC.

ALL PRICES ARE BASED ON	ACCEPTANCE BY	AND ARE FIRM THRU

BY _____

XLOPTB 8/88

AGENDA ITEM SUMMARY

ITEM SUMMARY:

Consider the purchase of miscellaneous electric material in the amount of $39,809.30 from Cape Electric Supply, lowest bidder. *Electric Director, Jennifer Freeman, will address.*

SPECIAL CONSIDERATIONS OR CONCERNS:

The purchase is for electric inventory material.

STAFF RECOMMENDATION:

Staff recommends approval.

FINANCIAL IMPACT:

Please see material breakdown on attached PO.

Total $39,809.30 budgeted in FY25 budget.

Submitted By:
Jennifer Freeman

Meeting Date:
22/04/2025

Reviewed By:
Jessica O'Connor

ATTACHMENTS:
PO-Cape Electric Supply-Misc Electric Purchase-BOC 4-22-25.pdf
Bid Tally-Misc Electric Purchase-BOC 4-22-25.pdf
Quote-Cape Electrical Supply- Misc Electric Purchase-BOC 4-22-25.pdf
Quote-Anixter-Misc Electric Purchase- BOC 4-22-25.pdf
Quote-Tri-State Utility Products-Misc Electric Purchase-BOC 4-22-25.pdf

Griffin
GROWING TOGETHER

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

DATE: 4/4/25

FY25 Purchase Order No. 25-0400
Bid/Quote No. S203800807
Vendor No. 4947

Vendor Name & Address
Cape Electric Supply
Robert Harris
P.O.Box 5408
1907 Daisy St Chattanooga Tn 37406
Robert.harris@capeelectric.com
Ph: 423-624-7330 Fax: 423-624-7332

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

Submit APPROVED packing slips to Accounts Payable. Highlight PO# & account distribution. Note any changes or additional accounts.

*Terms: Net 30 unless otherwise specified on PO

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

Deliver to:
City of Griffin
Electric Line Construction
1010 North Hill Street
Griffin, GA 30223

ATTN: John Pierce
Phone: 770-229-6406 Fax: 678-692-0401

- - 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
55502 Rock Anchor-Our P/N 09-026 ✓	510 - 0000 - 11 - 3603 - 0000	10	EA	43.760	$ 437.60
PTT4 Pin Connectors Our P/N 20-075 ✓	510 - 0000 - 11 - 3603 - 0000	300	EA	15.500	$ 4,650.00
Silicone D/E Insulators Our P/N 10-003 ✓	510 - 0000 - 11 - 3603 - 0000	300	EA	12.647	$ 3,794.10
Small Cluster Mt Our P/N 22-016 ✓	510 - 0000 - 11 - 3603 - 0000	5	EA	500.000	$ 2,500.00
ICS-73-1/ 2-2 Insulinks Our P/N 17-009 ✓	510 - 0000 - 11 - 3603 - 0000	1000	EA	1.100	$ 1,100.00
2-4 Insulinks Our P/N 17-009 ✓	510 - 0000 - 11 - 3603 - 0000	1000.00	EA	1.170	$ 1,170.00
WR 379 Tap connectors Our P/N 04-019 ✓	510 - 0000 - 11 - 3603 - 0000	2000.00	EA	1.520	$ 3,040.00
10" Machine Bolt Our P/N 01-004 ✓	510 - 0000 - 11 - 3603 - 0000	500	EA	1.700	$ 850.00
12" Machine Bolt Our P/N 01-006 ✓	510 - 0000 - 11 - 3603 - 0000	1000	EA	1.890	$ 1,890.00
Ground Rod Coupling Our P/N 08-004 ✓	510 - 0000 - 11 - 3603 - 0000	200	EA	9.388	$ 1,877.60
Post Top Pin Our P/N 11-002-01 ✓	510 - 0000 - 11 - 3603 - 0000	500	EA	37.000	$ 18,500.00
	- - - -				
CAPITAL PROJECT #:	- - - -	*enter debit/credit amounts in*			
(DISTRIBUTION & $$)	- - - -	*the extended totals column*			

COMMENTS: 3 Bid sheet attached

Totals: $ $ 39,809.30

FY25 Purchase Order

COG USE ONLY

COG USE ONLY

PRICING METHOD:

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

Electric Dept 4/4/25
Dept / Requestor / Date

Purchasing / Date

4/4/25
Department Mgr / Date

Deborah M Gulick 4.7.25
Finance Director / Date

VAC 4/4/25

Copy emailed to Supplier
Supplier Notified

City Manager / Date

BOARD / Date

TERMS AND CONDITIONS OF PO / CONTRACT

ARTICLE 1 PURCHASE ORDER AUTHORIZATION

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

ARTICLE 2 PURCHASE ORDER NUMBER

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

ARTICLE 3 ACCEPTANCES

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

ARTICLE 4 PRICE

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

ARTICLE 5 DELIVERIES, TITLE AND RISK OF LOSS

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

ARTICLE 6 PARTS

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

ARTICLE 7 WARRANTIES

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

ARTICLE 8 REMEDIES

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

ARTICLE 9 CONFLICTS OF LAWS

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

ARTICLE 10 MODIFICATIONS

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

ARTICLE 11 PATENT INFRINGEMENT

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

ARTICLE 12 TERMINATIONS FOR CAUSE

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

ARTICLE 13 TERMINATIONS FOR CONVENIENCE

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

ARTICLE 14 ENTIRE AGREEMENTS

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

ARTICLE 15 WORKS ON PREMISES

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

ARTICLE 16 QUALITY GUARANTEE

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

ARTICLE 17 QUALITY TERMS

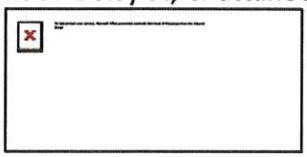
The City reserves the right to reject any and/or all materials if, in its judgment, the items reflect unsatisfactory workmanship, manufacturing or shipping damage.

Toni Simmons Goen

From: Robert Harris <robert.harris@capeelectric.com>
Sent: Friday, April 4, 2025 9:24 AM
To: Toni Simmons Goen
Cc: John Pierce
Subject: Re: Requisition and Terms & Conditions Approval

Hope your doing well as well!
Cape confirms the terms and conditions.
Thank you for the order!
Have great weekend!

Robert Harris | Outside Sales Manager, Cape Electrical Supply, LLC – a subsidiary of Graybar
1907 Daisy St, Chattanooga, TN 37406 Cell 423-326-9967



From: Toni Simmons Goen <tsimmons@cityofgriffin.com>
Sent: Friday, April 4, 2025 9:18 AM
To: Robert Harris <robert.harris@capeelectric.com>
Cc: John Pierce <jpierce@cityofgriffin.com>
Subject: Requisition and Terms & Conditions Approval

Good morning, Robert,

I hope you're doing well!

We've recently updated our process, and before submitting a requisition, we now need to send you a copy of our terms and conditions for review. Could you please confirm via email that Cape Electric agrees to the attached terms and conditions?

I've attached both the requisition and the terms and conditions for the PO submission.

Please let me know if you have any questions. I appreciate your time!

Kind regards,

Toni Simmons
Electric | Systems Operations Superintendent

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

-----Original Message-----
From: cogprinters@cityofgriffin.com <cogprinters@cityofgriffin.com>
Sent: Friday, April 4, 2025 9:31 AM

To: Toni Simmons Goen <tsimmons@cityofgriffin.com>
Subject: Scanned image from Griffin - Electric - City Hall - Lobby

Reply to: cogprinters@cityofgriffin.com <cogprinters@cityofgriffin.com> Device Name: Griffin - Electric - City Hall - Lobby Device Model: MX-3051
Location: Electric - City Hall - Lobby

File Format: PDF MMR(G4)
Resolution: 200dpi x 200dpi

Attached file is scanned image in PDF format.
Use Acrobat(R)Reader(R) or Adobe(R)Reader(R) of Adobe to view the document.
Adobe(R)Reader(R) can be downloaded from the following URL:
Adobe, the Adobe logo, Acrobat, the Adobe PDF logo, and Reader are registered trademarks or trademarks of Adobe in the United States and other countries.

https://urldefense.com/v3/__http://www.adobe.com/__;!!DZfPdMygIw!HWPb4OwUx8HVFvfZBR8KV4bmM9T7umwXMmEejHo-gQdmqINA6eEXu4D569J91PZVaIawRThp3zp9oFs69cI3dHceoYnp8FM$

Vendor	Item	Quote #	Total
Cape Ele	09-026	S20380080	$437.60
Anixter		U0077695[illegible]	$922.50
Tri State		1013664	$1,251.00
Cape Ele	20-057	S20380080	$4,650.00
Anixter		U0077695[illegible]	$4,800.00
Tri State		1013669	$5,400.00
Cape Ele	10-003	S20380080	$3,794.10
Anixter		U0077695[illegible]	$4,425.00
Tri State		1013673	$8,028.00
Cape Ele	22-016	S20380080	$2,500.00
Tri State		10263095	$2,725.00
Anixter		U0077685[illegible]	$2,908.75
Cape Ele	17-009	S20380080	$1,100.00
Anixter		U006855	$1,260.00
Tri State		1013643	$1,350.00
Cape Ele	17-008	S20380080	$1,170.00
Anixter		U006955	$1,260.00
Tri State		1013644	$1,350.00
Cape Ele	04-019	S20380080	$3,040.00
Anixter		U0077695[illegible]	$3,240.00
Tri State		1013647	$3,500.00
Cape Ele	01-004	S20380080	$850.00
Anixter		U0077695[illegible]	$850.00
Tri State		1013649	$1,240.00
Cape Ele	01-006	S20380080	$1,890.00
Anixter		Tri State	$2,100.00
Tri State		1013650	$2,950.00
Cape Ele	08-004	S20380080	$1,877.60
Anixter		U0077695[illegible]	$1,880.00
Tri State		1013656	$4,078.00
Cape Ele	11-002-01	S20380080	$18,500.00
Anixter		U0077695[illegible]	NO Bid
Tri State		1013656	No Bid

CAPE ELECTRICAL SUPPLY

CAPE ELECTRIC SUPPLY CHATTANOOGA
1907 DAISY STREET
CHATTANOOGA, TN 37406-2439
423-624-7330
Fax

Quotation

EXPIRATION DATE	QUOTE NUMBER
04/26/2025	S203800807

CAPE ELECTRIC SUPPLY
CHATTANOOGA
1907 DAISY STREET
CHATTANOOGA, TN 37406-2439
423-624-7330
Fax

PAGE NO.: 1 of 1

QUOTE TO:

CITY OF GRIFFIN
PO BOX T
GRIFFIN, GA 30224-0046

SHIP TO:

CITY OF GRIFFIN
1010 NORTH HILL STREET
GRIFFIN, GA 30223-1930

CUSTOMER NUMBER	CUSTOMER PO NUMBER	JOB NAME / RELEASE NUMBER	SALESPERSON
73400			ROBERT HARRIS

GIVEN BY	SHIP VIA	TERMS	DATE	FREIGHT EXEMPT
		Net 30 Days	04/17/2025	Yes

ORDER QTY	ITEM NUMBER / DESCRIPTION	UNIT PRICE	EXT PRICE
10ea	55502 ALD 55502 3/4" X 53" ROCK ANCHOR ALD 55502 3/4" X 53" ROCK ANCHOR GRIFFIN #09-026 1-3 WEEKS	43.760/ea	437.60

Thank you for your order! Your satisfaction is our number one goal!

Please visit our website at www.capeelectric.com

Any questions call ROBERT HARRIS at or e-mail @ robert.harris@capeelectric.com

All Prices are subject to change without notice!

Subtotal	437.60
S&H Charges	0.00
Amount Due	437.60

Taxes are not included

~~For terms and conditions see www.capeelectric.com~~

See Attached Email
Agreeing to terms and Conditions.

Printed By: HARROB on 4/1/2025 2:31:06 PM

CAPE ELECTRICAL SUPPLY

CAPE ELECTRIC SUPPLY CHATTANOOGA
1907 DAISY STREET
CHATTANOOGA, TN 37406-2439
423-624-7330
Fax

Quotation

EXPIRATION DATE	QUOTE NUMBER
04/26/2025	S203800807

CAPE ELECTRIC SUPPLY
CHATTANOOGA
1907 DAISY STREET
CHATTANOOGA, TN 37406-2439
423-624-7330
Fax

PAGE NO.: 1 of 1

QUOTE TO:

CITY OF GRIFFIN
PO BOX T
GRIFFIN, GA 30224-0046

SHIP TO:

CITY OF GRIFFIN
1010 NORTH HILL STREET
GRIFFIN, GA 30223-1930

CUSTOMER NUMBER	CUSTOMER PO NUMBER	JOB NAME / RELEASE NUMBER	SALESPERSON
73400			ROBERT HARRIS

GIVEN BY	SHIP VIA	TERMS	DATE	FREIGHT EXEMPT
		Net 30 Days	04/16/2025	Yes

ORDER QTY	ITEM NUMBER / DESCRIPTION	UNIT PRICE	EXT PRICE
300ea	PTT4-35012P UTILCO PIN CONNECTOR 1/2" PIN 4 PORT 350MCM STD PKG 24 GRIFFIN#20-075	15.500/ea	4650.00

Thank you for your order! Your satisfaction is our number one goal!

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Any questions call ROBERT HARRIS at or e-mail @ robert.harris@capeelectric.com

All Prices are subject to change without notice!

Subtotal	4650.00
S&H Charges	0.00
Amount Due	4650.00

Taxes are not included

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CAPE ELECTRICAL SUPPLY

CAPE ELECTRIC SUPPLY CHATTANOOGA
1907 DAISY STREET
CHATTANOOGA, TN 37406-2439
423-624-7330
Fax

Quotation

EXPIRATION DATE	QUOTE NUMBER
04/26/2025	S203800807

CAPE ELECTRIC SUPPLY CHATTANOOGA 1907 DAISY STREET CHATTANOOGA, TN 37406-2439 423-624-7330 Fax	PAGE NO.
	1 of 1

QUOTE TO:

CITY OF GRIFFIN
PO BOX T
GRIFFIN, GA 30224-0046

SHIP TO:

CITY OF GRIFFIN
1010 NORTH HILL STREET
GRIFFIN, GA 30223-1930

CUSTOMER NUMBER	CUSTOMER PO NUMBER	JOB NAME / RELEASE NUMBER	SALESPERSON
73400			ROBERT HARRIS

GIVEN BY	SHIP VIA	TERMS	DATE	FREIGHT EXEMPT
		Net 30 Days	04/27/2025	Yes

ORDER QTY	ITEM NUMBER / DESCRIPTION	UNIT PRICE	EXT PRICE
300ea	ARP ARP-25SKCE-S 25KV ANSI DS25 SILICONE DEAD END INSULATOR 10/BX GRIFFIN #10-003 STOCK	12.647/ea	3794.10

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Subtotal	3794.10
S&H Charges	0.00
Amount Due	3794.10

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CAPE ELECTRICAL SUPPLY

CAPE ELECTRIC SUPPLY CHATTANOOGA
1907 DAISY STREET
CHATTANOOGA, TN 37406-2439
423-624-7330
Fax

Quotation

EXPIRATION DATE	QUOTE NUMBER
04/26/2025	S203800807

CAPE ELECTRIC SUPPLY CHATTANOOGA 1907 DAISY STREET CHATTANOOGA, TN 37406-2439 423-624-7330 Fax	PAGE NO.
	1 of 1

QUOTE TO:

CITY OF GRIFFIN
PO BOX T
GRIFFIN, GA 30224-0046

SHIP TO:

CITY OF GRIFFIN
1010 NORTH HILL STREET
GRIFFIN, GA 30223-1930

CUSTOMER NUMBER	CUSTOMER PO NUMBER	JOB NAME / RELEASE NUMBER	SALESPERSON
73400			ROBERT HARRIS

GIVEN BY	SHIP VIA	TERMS	DATE	FREIGHT EXEMPT
		Net 30 Days	04/29/2025	Yes

ORDER QTY	ITEM NUMBER / DESCRIPTION	UNIT PRICE	EXT PRICE
5ea	ALF15M36 15M3-6 CLUSTER MOUNT 6" GRIFFIN# 22-016 STOCK	500.000/ea	2500.00

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Subtotal	2500.00
S&H Charges	0.00
Amount Due	2500.00

Taxes are not included
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CAPE ELECTRICAL SUPPLY

CAPE ELECTRIC SUPPLY CHATTANOOGA
1907 DAISY STREET
CHATTANOOGA, TN 37406-2439
423-624-7330
Fax

Quotation

EXPIRATION DATE	QUOTE NUMBER
04/26/2025	S203800807

CAPE ELECTRIC SUPPLY
CHATTANOOGA
1907 DAISY STREET
CHATTANOOGA, TN 37406-2439
423-624-7330
Fax

PAGE NO.: 1 of 1

QUOTE TO:

CITY OF GRIFFIN
PO BOX T
GRIFFIN, GA 30224-0046

SHIP TO:

CITY OF GRIFFIN
1010 NORTH HILL STREET
GRIFFIN, GA 30223-1930

CUSTOMER NUMBER	CUSTOMER PO NUMBER	JOB NAME / RELEASE NUMBER	SALESPERSON
73400			ROBERT HARRIS

GIVEN BY	SHIP VIA	TERMS	DATE	FREIGHT EXEMPT
		Net 30 Days	04/02/2025	Yes

ORDER QTY	ITEM NUMBER / DESCRIPTION	UNIT PRICE	EXT PRICE
1000ea	ICS73-1 BLKBRN ICS73-1 2 TO 2 INS SPLICE BLKBRN ICS73-1 2 TO 2 INS SPLI ISP GRIFFIN PART #17-009 STOCK	110.000/c	1100.00

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Subtotal	1100.00
S&H Charges	0.00
Amount Due	1100.00

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CAPE ELECTRICAL SUPPLY

CAPE ELECTRIC SUPPLY CHATTANOOGA
1907 DAISY STREET
CHATTANOOGA, TN 37406-2439
423-624-7330
Fax

Quotation

EXPIRATION DATE	QUOTE NUMBER
04/26/2025	S203800807

CAPE ELECTRIC SUPPLY
CHATTANOOGA
1907 DAISY STREET
CHATTANOOGA, TN 37406-2439
423-624-7330
Fax

PAGE NO.: 1 of 1

QUOTE TO:

CITY OF GRIFFIN
PO BOX T
GRIFFIN, GA 30224-0046

SHIP TO:

CITY OF GRIFFIN
1010 NORTH HILL STREET
GRIFFIN, GA 30223-1930

CUSTOMER NUMBER	CUSTOMER PO NUMBER	JOB NAME / RELEASE NUMBER	SALESPERSON
73400			ROBERT HARRIS

GIVEN BY	SHIP VIA	TERMS	DATE	FREIGHT EXEMPT
		Net 30 Days	04/04/2025	Yes

ORDER QTY	ITEM NUMBER / DESCRIPTION	UNIT PRICE	EXT PRICE
1000ea	PIK-12 P-U PIK-12 1&3 INS CONN SLV GRIFFIN PART#17-008 1-2 WEEKS	1.170/ea	1170.00

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Subtotal	1170.00
S&H Charges	0.00
Amount Due	1170.00

Taxes are not included

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CAPE ELECTRICAL SUPPLY

CAPE ELECTRIC SUPPLY CHATTANOOGA
1907 DAISY STREET
CHATTANOOGA, TN 37406-2439
423-624-7330
Fax

Quotation

EXPIRATION DATE	QUOTE NUMBER
04/26/2025	S203800807

CAPE ELECTRIC SUPPLY
CHATTANOOGA
1907 DAISY STREET
CHATTANOOGA, TN 37406-2439
423-624-7330
Fax

PAGE NO.: 1 of 1

QUOTE TO:

CITY OF GRIFFIN
PO BOX T
GRIFFIN, GA 30224-0046

SHIP TO:

CITY OF GRIFFIN
1010 NORTH HILL STREET
GRIFFIN, GA 30223-1930

CUSTOMER NUMBER	CUSTOMER PO NUMBER	JOB NAME / RELEASE NUMBER	SALESPERSON
73400			ROBERT HARRIS

GIVEN BY	SHIP VIA	TERMS	DATE	FREIGHT EXEMPT
		Net 30 Days	04/08/2025	Yes

ORDER QTY	ITEM NUMBER / DESCRIPTION	UNIT PRICE	EXT PRICE
2000ea	WR379 BLKBRN WR379 4/0 TO 1 H TAP CONN BLKBRN WR379 4/0 TO 1 H TAP CONN GRIFFIN #04-019 STOCK	152.000/c	3040.00

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Subtotal	3040.00
S&H Charges	0.00
Amount Due	3040.00

Taxes are not included

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CAPE ELECTRICAL SUPPLY

CAPE ELECTRIC SUPPLY CHATTANOOGA
1907 DAISY STREET
CHATTANOOGA, TN 37406-2439
423-624-7330
Fax

Quotation

EXPIRATION DATE	QUOTE NUMBER
04/26/2025	S203800807

CAPE ELECTRIC SUPPLY
CHATTANOOGA
1907 DAISY STREET
CHATTANOOGA, TN 37406-2439
423-624-7330
Fax

PAGE NO.: 1 of 1

QUOTE TO:

CITY OF GRIFFIN
PO BOX T
GRIFFIN, GA 30224-0046

SHIP TO:

CITY OF GRIFFIN
1010 NORTH HILL STREET
GRIFFIN, GA 30223-1930

CUSTOMER NUMBER	CUSTOMER PO NUMBER	JOB NAME / RELEASE NUMBER	SALESPERSON
73400			ROBERT HARRIS

GIVEN BY	SHIP VIA	TERMS	DATE	FREIGHT EXEMPT
		Net 30 Days	04/10/2025	Yes

ORDER QTY	ITEM NUMBER / DESCRIPTION	UNIT PRICE	EXT PRICE
500ea	LINE HARDWARE MB-5810 5/8 X 10" MACHINE BOLT 25/BOX J8810 GRIFFIN #01-004 STOCK	1.700/ea	850.00

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Subtotal	850.00
S&H Charges	0.00
Amount Due	850.00

Taxes are not included

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CAPE ELECTRICAL SUPPLY

CAPE ELECTRIC SUPPLY CHATTANOOGA
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Quotation

EXPIRATION DATE	QUOTE NUMBER
04/26/2025	S203800807

CAPE ELECTRIC SUPPLY
CHATTANOOGA
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PAGE NO.: 1 of 1

QUOTE TO:

CITY OF GRIFFIN
PO BOX T
GRIFFIN, GA 30224-0046

SHIP TO:

CITY OF GRIFFIN
1010 NORTH HILL STREET
GRIFFIN, GA 30223-1930

CUSTOMER NUMBER	CUSTOMER PO NUMBER	JOB NAME / RELEASE NUMBER	SALESPERSON
73400			ROBERT HARRIS

GIVEN BY	SHIP VIA	TERMS	DATE	FREIGHT EXEMPT
		Net 30 Days	04/11/2025	Yes

ORDER QTY	ITEM NUMBER / DESCRIPTION	UNIT PRICE	EXT PRICE
1000ea	LINE HARDWARE MB-5812 5/8 X 12" MACHINE BOLT 25/BOX J8812 GRIFFIN #01-006 STOCK	1.890/ea	1890.00

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Subtotal	1890.00
S&H Charges	0.00
Amount Due	1890.00

Taxes are not Included

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CAPE ELECTRICAL SUPPLY

CAPE ELECTRIC SUPPLY CHATTANOOGA
1907 DAISY STREET
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423-624-7330
Fax

Quotation

EXPIRATION DATE	QUOTE NUMBER
04/26/2025	S203800807

CAPE ELECTRIC SUPPLY
CHATTANOOGA
1907 DAISY STREET
CHATTANOOGA, TN 37406-2439
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Fax

PAGE NO.: 1 of 1

QUOTE TO:

CITY OF GRIFFIN
PO BOX T
GRIFFIN, GA 30224-0046

SHIP TO:

CITY OF GRIFFIN
1010 NORTH HILL STREET
GRIFFIN, GA 30223-1930

CUSTOMER NUMBER	CUSTOMER PO NUMBER	JOB NAME / RELEASE NUMBER	SALESPERSON
73400			ROBERT HARRIS

GIVEN BY	SHIP VIA	TERMS	DATE	FREIGHT EXEMPT
		Net 30 Days	04/18/2025	Yes

ORDER QTY	ITEM NUMBER / DESCRIPTION	UNIT PRICE	EXT PRICE
200ea	CC58 ERC CC58 5/8 THRDLSS GRD ROD CPLG GRIFFIN #08-004 F/STOCK	9.388/ea	1877.60

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Subtotal	1877.60
S&H Charges	0.00
Amount Due	1877.60

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CAPE ELECTRICAL SUPPLY

CAPE ELECTRIC SUPPLY CHATTANOOGA
1907 DAISY STREET
CHATTANOOGA, TN 37406-2439
423-624-7330
Fax

Quotation

EXPIRATION DATE	QUOTE NUMBER
04/26/2025	S203800807

CAPE ELECTRIC SUPPLY
CHATTANOOGA
1907 DAISY STREET
CHATTANOOGA, TN 37406-2439
423-624-7330
Fax

PAGE NO.: 1 of 1

QUOTE TO:

CITY OF GRIFFIN
PO BOX T
GRIFFIN, GA 30224-0046

SHIP TO:

CITY OF GRIFFIN
1010 NORTH HILL STREET
GRIFFIN, GA 30223-1930

CUSTOMER NUMBER	CUSTOMER PO NUMBER	JOB NAME / RELEASE NUMBER	SALESPERSON
73400			ROBERT HARRIS

GIVEN BY	SHIP VIA	TERMS	DATE	FREIGHT EXEMPT
		Net 30 Days	05/05/2025	Yes

ORDER QTY	ITEM NUMBER / DESCRIPTION	UNIT PRICE	EXT PRICE
500ea	FLHRP-1-10-S1 GRIFFIN #11-002-01 6-8 WEEKS	37.000/ea	18500.00

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Subtotal	18500.00
S&H Charges	0.00
Amount Due	18500.00

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6700 Oakley Industrial Blvd
UNION CITY, GA 30291

Phone: 404.691.2605
Fax: 770.798.1309

www.anixterpowersolutions.com

MATERIAL LIST

Quotation: U00776955.01

Item	CustLine	Product and Description	Quantity	Price	Unit	Extended
16		**RRK20** SPLICE KIT RRK 2/0STR **STD PKG:** 100 DEL: 3-4 WKS	200	11.550	EA	2,310.00
17		**PTT4-35012P** CONN TRANSFORMER 1/2 STUD 4 POS AL/CU 350-10 DEL: 3 WKS	300	16.000	EA	4,800.00
18		**JR153L** ANCHOR EXPANDING ROCK AN 1" X 53" DEL: 10-12 WKS	10	92.250	EA	922.50
19		**CC58** COUPLER COMP 2-3/4IN L F/ 5/8IN CU BOND GRD RO **STD PKG:** 25 DEL: 2-3 WKS	200	9.400	EA	1,880.00
20		**GRC58** CLAMP GRC 5/8" FOR 5/8" GRD ROD **STD PKG:** 100 DEL: 200 STK, BAL: 2-3 WKS	1000	2.180	EA	2,180.00
21		**304-82** CONNECTOR COMPRESSN TAP CU 1 2 1/0 & 2/O A & B DEL: 2-4 WKS	1000	6.250	EA	6,250.00
22		**303-82** CONNECTOR COMPRESSN TAP 1/0-1/0 A&B DEL: 6-7 WKS	1000	3.800	EA	3,800.00
23		**307-82** CONNECTOR COMPRESSION TAP CU 4/0-250 A & B DEL: 2-4 WKS	500	13.900	EA	6,950.00
24		**308-82** CONNECTOR COMPRESSION TP DEL: 6-7 WKS	500	10.450	EA	5,225.00
25		**C-1520** CLAMP HL BRZ 8-2/0 MAIN AND TAP **STD PKG:** 25 DEL: 125 IN STOCK STPS, BAL: 3 WKS	1000	12.600	EA	12,600.00

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16		**RRK20** SPLICE KIT RRK 2/0STR **STD PKG:** 100 DEL: 3-4 WKS	200	11.550	EA	2,310.00
17		**PTT4-35012P** CONN TRANSFORMER 1/2 STUD 4 POS AL/CU 350-10 DEL: 3 WKS	300	16.000	EA	4,800.00
18		**JR153L** ANCHOR EXPANDING ROCK AN 1" X 53" DEL: 10-12 WKS	10	92.250	EA	922.50
19		**CC58** COUPLER COMP 2-3/4IN L F/ 5/8IN CU BOND GRD RO **STD PKG:** 25 DEL: 2-3 WKS	200	9.400	EA	1,880.00
20		**GRC58** CLAMP GRC 5/8" FOR 5/8" GRD ROD **STD PKG:** 100 DEL: 200 STK, BAL: 2-3 WKS	1000	2.180	EA	2,180.00
21		**304-82** CONNECTOR COMPRESSN TAP CU 1 2 1/0 & 2/O A & B DEL: 2-4 WKS	1000	6.250	EA	6,250.00
22		**303-82** CONNECTOR COMPRESSN TAP 1/0-1/0 A&B DEL: 6-7 WKS	1000	3.800	EA	3,800.00
23		**307-82** CONNECTOR COMPRESSION TAP CU 4/0-250 A & B DEL: 2-4 WKS	500	13.900	EA	6,950.00
24		**308-82** CONNECTOR COMPRESSION TP DEL: 6-7 WKS	500	10.450	EA	5,225.00
25		**C-1520** CLAMP HL BRZ 8-2/0 MAIN AND TAP **STD PKG:** 25 DEL: 125 IN STOCK STPS, BAL: 3 WKS	1000	12.600	EA	12,600.00

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MATERIAL LIST

Quotation: U00776955.01

Item	CustLine	Product and Description	Quantity	Price	Unit	Extended
26		**J0588Z** WIREHOLDER NYLON 1.25"- 3" PIPE **STD PKG:** 25 DEL: 3 WKS	200	7.750	EA	1,550.00
27		**HPI-55-4** INSU PIN 15KV F-NECK POLYE GRY **STD PKG:** 30 DEL: 170 IN STOCK STPS, BAL: 4-6 WKS	300	6.650	EA	1,995.00
28		**HPI-53-2** INSU SPOOL 3" POLYE **STD PKG:** 56 DEL: STOCK STPS	560	1.520	EA	851.20
29		**F1CS-MV-V10-RHP1**	500		EA	**No Quote**
30		**DEI-28** INSU DE SUSP 28KV SIL IRON END FTGS **STD PKG:** 15 DEL: STOCK STPS	300	14.750	EA	4,425.00
31		**6M3-6** CLUSTER MT 1 BAND 3 POS 3-50KVA 6" SPACING DEL: 6-8 WKS	10	278.600	EA	2,786.00
32		**15M3-6** Cluster Mt 2 Band 3 Pos 3-100KVA 6" Spacing DEL: 6-8 WKS	5	581.750	EA	2,908.75
33		**SCO21** COMPRESSION STIRRUP 2/0-2 DEL: 3-4 WKS	300	10.920	EA	3,276.00
34		**SCN50** STIRRUP COMPRESS 1/0 CU BALL **STD PKG:** 20 DEL: 3-4 WKS	300	23.450	EA	7,035.00
35		**ZHP010-0000000** ARR DIST 10KV HD POLY W/O BRKT/BIRD CAP DEL: 6-8 WKS	300	47.200	EA	14,160.00

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MATERIAL LIST

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Item	CustLine	Product and Description	Quantity	Price	Unit	Extended
26		**J0588Z** WIREHOLDER NYLON 1.25"- 3" PIPE **STD PKG:** 25 DEL: 3 WKS	200	7.750	EA	1,550.00
27		**HPI-55-4** INSU PIN 15KV F-NECK POLYE GRY **STD PKG:** 30 DEL: 170 IN STOCK STPS, BAL: 4-6 WKS	300	6.650	EA	1,995.00
28		**HPI-53-2** INSU SPOOL 3" POLYE **STD PKG:** 56 DEL: STOCK STPS	560	1.520	EA	851.20
29		**F1CS-MV-V10-RHP1**	500		EA	**No Quote**
30		**DEI-28** INSU DE SUSP 28KV SIL IRON END FTGS **STD PKG:** 15 DEL: STOCK STPS	300	14.750	EA	4,425.00
31		**6M3-6** CLUSTER MT 1 BAND 3 POS 3-50KVA 6" SPACING DEL: 6-8 WKS	10	278.600	EA	2,786.00
32		**15M3-6** Cluster Mt 2 Band 3 Pos 3-100KVA 6" Spacing DEL: 6-8 WKS	5	581.750	EA	2,908.75
33		**SCO21** COMPRESSION STIRRUP 2/0-2 DEL: 3-4 WKS	300	10.920	EA	3,276.00
34		**SCN50** STIRRUP COMPRESS 1/0 CU BALL **STD PKG:** 20 DEL: 3-4 WKS	300	23.450	EA	7,035.00
35		**ZHP010-0000000** ARR DIST 10KV HD POLY W/O BRKT/BIRD CAP DEL: 6-8 WKS	300	47.200	EA	14,160.00

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UNION CITY, GA 30291

Phone: 404.691.2605
Fax: 770.798.1309

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MATERIAL LIST

Quotation: U00776955.01

To: **CITY OF GRIFFIN LIGHT & WATER ELECTRIC DEPT.**
1010 NORTH HILL STREET
GRIFFIN, GA 30224

Attn:
Phone:
Fax:

Issued Date: **Apr 02, 2025**
Expiration Date: **May 02, 2025**

Sales Contact: **Dahria Ekhlas**
(P)
(F)
Dahria.Ekhlas@anixter.com

PRICES SUBJECT TO ESCALATION AT TIME OF SHIPMENT**

Please note the prices quoted are based on the current and/or projected metals and raw materials and tarriffs. If the manufacturer receives an unexpected price increase that is passed along and we are unsuccessful at negotiating that increase, then we are required to pass along that increase as well.

Item	CustLine	Product and Description	Quantity	Price	Unit	Extended
1		**6SDBS25 W** WIRE 6 CU SOL SD BARE 25#/315' WOODEN S **STD PKG:** 25 DEL: 2 WKS	750	7.980	LB	5,985.00
2		**FLH3R-1-4824-C2H**	20		EA	**No Quote**
3		**F4242-32CL1224T** PAD TRANSFORMER ~~42" X 42" X 4"~~ **CORRECT DESCRIPTION: PAD TRANSFORMER 42" X 42" X 3" **STD PKG:** 10 DEL: STOCK STPS	20	178.500	EA	3,570.00
4		**ICS73-1** SPLICE SVC ENTR COMP AL INSU #2- **STD PKG:** 500 DEL: 3-4 WKS	1000	1.260	EA	1,260.00
5		**ICS72-1** SLEEVE SERVICE ENTRANCE INSUL 2STR MAIN 4STR TAP **STD PKG:** 500 DEL: 3-4 WKS	1000	1.300	EA	1,300.00
6		**301-82** CONNECTOR COMPRESSION TAP CU 4-8 A & B **STD PKG:** 100 DEL: 2-4 WKS	1000	2.960	EA	2,960.00

6700 Oakley Industrial Blvd
UNION CITY, GA 30291

Phone: 404.691.2605
Fax: 770.798.1309

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MATERIAL LIST

Quotation: U00776955.01

To: **CITY OF GRIFFIN LIGHT & WATER ELECTRIC DEPT.**
1010 NORTH HILL STREET
GRIFFIN, GA 30224

Attn:
Phone:
Fax:

Issued Date: **Apr 02, 2025**
Expiration Date: **May 02, 2025**

Sales Contact: **Dahria Ekhlas**
(P)
(F)
Dahria.Ekhlas@anixter.com

PRICES SUBJECT TO ESCALATION AT TIME OF SHIPMENT**

Please note the prices quoted are based on the current and/or projected metals and raw materials and tarriffs. If the manufacturer receives an unexpected price increase that is passed along and we are unsuccessful at negotiating that increase, then we are required to pass along that increase as well.

Item	CustLine	Product and Description	Quantity	Price	Unit	Extended
1		**6SDBS25 W** WIRE 6 CU SOL SD BARE 25#/315' WOODEN S **STD PKG:** 25 DEL: 2 WKS	750	7.980	LB	5,985.00
2		**FLH3R-1-4824-C2H**	20		EA	**No Quote**
3		**F4242-32CL1224T** PAD TRANSFORMER ~~42" X 42" X 4"~~ **CORRECT DESCRIPTION: PAD TRANSFORMER 42" X 42" X 3" **STD PKG:** 10 DEL: STOCK STPS	20	178.500	EA	3,570.00
4		**ICS73-1** SPLICE SVC ENTR COMP AL INSU #2- **STD PKG:** 500 DEL: 3-4 WKS	1000	1.260	EA	1,260.00
5		**ICS72-1** SLEEVE SERVICE ENTRANCE INSUL 2STR MAIN 4STR TAP **STD PKG:** 500 DEL: 3-4 WKS	1000	1.300	EA	1,300.00
6		**301-82** CONNECTOR COMPRESSION TAP CU 4-8 A & B **STD PKG:** 100 DEL: 2-4 WKS	1000	2.960	EA	2,960.00

6700 Oakley Industrial Blvd
UNION CITY, GA 30291

Phone: 404.691.2605
Fax: 770.798.1309

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MATERIAL LIST

Quotation: U00776955.01

Item	CustLine	Product and Description	Quantity	Price	Unit	Extended
7		**J1300** CLEVIS SECONDARY LESS INSULATOR 5/8"BLT **STD PKG:** 25 DEL: 25 IN STK STPS, BAL: 3 WKS	500	12.570	EA	6,285.00
8		**J1075** WASHER SQ 2-1/4"X3/16" FOR 5/8" BOLT **STD PKG:** 200 DEL: 3 WKS	1000	0.770	EA	770.00
9		**WR379** CONN H AL A GRV-4/0 B **STD PKG:** 250 DEL: 3-4 WKS	2000	1.620	EA	3,240.00
10		**WR399** CONNECTOR COMP TAP 3/0-4/0 A 1/0-2/0 B **STD PKG:** 25 DEL: 3-4 WKS	2000	1.670	EA	3,340.00
11		**J8810** BOLT MACH 5/8"X10" **STD PKG:** 50 DEL: STOCK STPS	500	1.700	EA	850.00
12		**J8812** BOLT MACH 5/8"X12" **STD PKG:** 50 DEL: STOCK STPS	1000	2.100	EA	2,100.00
13		**J8814** BOLT MACH 5/8"X14" **STD PKG:** 25 DEL: STOCK STPS	500	2.350	EA	1,175.00
14		**5002** SPLICE AUTO 3/8" STRAND **STD PKG:** 50 DEL: 100 IN STOCK, BAL: 3 WKS	200	19.750	EA	3,950.00
15		**RRK40** SPLICE KIT RRK 4/0STR **STD PKG:** 50 DEL: 3-4 WKS	200	11.300	EA	2,260.00

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Item	CustLine	Product and Description	Quantity	Price	Unit	Extended
7		**J1300** CLEVIS SECONDARY LESS INSULATOR 5/8"BLT **STD PKG:** 25 DEL: 25 IN STK STPS, BAL: 3 WKS	500	12.570	EA	6,285.00
8		**J1075** WASHER SQ 2-1/4"X3/16" FOR 5/8" BOLT **STD PKG:** 200 DEL: 3 WKS	1000	0.770	EA	770.00
9		**WR379** CONN H AL A GRV-4/0 B **STD PKG:** 250 DEL: 3-4 WKS	2000	1.620	EA	3,240.00
10		**WR399** CONNECTOR COMP TAP 3/0-4/0 A 1/0-2/0 B **STD PKG:** 25 DEL: 3-4 WKS	2000	1.670	EA	3,340.00
11		**J8810** BOLT MACH 5/8"X10" **STD PKG:** 50 DEL: STOCK STPS	500	1.700	EA	850.00
12		**J8812** BOLT MACH 5/8"X12" **STD PKG:** 50 DEL: STOCK STPS	1000	2.100	EA	2,100.00
13		**J8814** BOLT MACH 5/8"X14" **STD PKG:** 25 DEL: STOCK STPS	500	2.350	EA	1,175.00
14		**5002** SPLICE AUTO 3/8" STRAND **STD PKG:** 50 DEL: 100 IN STOCK, BAL: 3 WKS	200	19.750	EA	3,950.00
15		**RRK40** SPLICE KIT RRK 4/0STR **STD PKG:** 50 DEL: 3-4 WKS	200	11.300	EA	2,260.00

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Item	CustLine	Product and Description	Quantity	Price	Unit	Extended
7		**J1300** CLEVIS SECONDARY LESS INSULATOR 5/8"BLT **STD PKG:** 25 DEL: 25 IN STK STPS, BAL: 3 WKS	500	12.570	EA	6,285.00
8		**J1075** WASHER SQ 2-1/4"X3/16" FOR 5/8" BOLT **STD PKG:** 200 DEL: 3 WKS	1000	0.770	EA	770.00
9		**WR379** CONN H AL A GRV-4/0 B **STD PKG:** 250 DEL: 3-4 WKS	2000	1.620	EA	3,240.00
10		**WR399** CONNECTOR COMP TAP 3/0-4/0 A 1/0-2/0 B **STD PKG:** 25 DEL: 3-4 WKS	2000	1.670	EA	3,340.00
11		**J8810** BOLT MACH 5/8"X10" **STD PKG:** 50 DEL: STOCK STPS	500	1.700	EA	850.00
12		**J8812** BOLT MACH 5/8"X12" **STD PKG:** 50 DEL: STOCK STPS	1000	2.100	EA	2,100.00
13		**J8814** BOLT MACH 5/8"X14" **STD PKG:** 25 DEL: STOCK STPS	500	2.350	EA	1,175.00
14		**5002** SPLICE AUTO 3/8" STRAND **STD PKG:** 50 DEL: 100 IN STOCK, BAL: 3 WKS	200	19.750	EA	3,950.00
15		**RRK40** SPLICE KIT RRK 4/0STR **STD PKG:** 50 DEL: 3-4 WKS	200	11.300	EA	2,260.00

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Item	CustLine	Product and Description	Quantity	Price	Unit	Extended
16		**RRK20** SPLICE KIT RRK 2/0STR **STD PKG:** 100 DEL: 3-4 WKS	200	11.550	EA	2,310.00
17		**PTT4-35012P** CONN TRANSFORMER 1/2 STUD 4 POS AL/CU 350-10 DEL: 3 WKS	300	16.000	EA	4,800.00
18		**JR153L** ANCHOR EXPANDING ROCK AN 1" X 53" DEL: 10-12 WKS	10	92.250	EA	922.50
19		**CC58** COUPLER COMP 2-3/4IN L F/ 5/8IN CU BOND GRD RO **STD PKG:** 25 DEL: 2-3 WKS	200	9.400	EA	1,880.00
20		**GRC58** CLAMP GRC 5/8" FOR 5/8" GRD ROD **STD PKG:** 100 DEL: 200 STK, BAL: 2-3 WKS	1000	2.180	EA	2,180.00
21		**304-82** CONNECTOR COMPRESSN TAP CU 1 2 1/0 & 2/O A & B DEL: 2-4 WKS	1000	6.250	EA	6,250.00
22		**303-82** CONNECTOR COMPRESSN TAP 1/0-1/0 A&B DEL: 6-7 WKS	1000	3.800	EA	3,800.00
23		**307-82** CONNECTOR COMPRESSION TAP CU 4/0-250 A & B DEL: 2-4 WKS	500	13.900	EA	6,950.00
24		**308-82** CONNECTOR COMPRESSION TP DEL: 6-7 WKS	500	10.450	EA	5,225.00
25		**C-1520** CLAMP HL BRZ 8-2/0 MAIN AND TAP **STD PKG:** 25 DEL: 125 IN STOCK STPS, BAL: 3 WKS	1000	12.600	EA	12,600.00

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Item	CustLine	Product and Description	Quantity	Price	Unit	Extended
26		**J0588Z** WIREHOLDER NYLON 1.25"- 3" PIPE **STD PKG:** 25 DEL: 3 WKS	200	7.750	EA	1,550.00
27		**HPI-55-4** INSU PIN 15KV F-NECK POLYE GRY **STD PKG:** 30 DEL: 170 IN STOCK STPS, BAL: 4-6 WKS	300	6.650	EA	1,995.00
28		**HPI-53-2** INSU SPOOL 3" POLYE **STD PKG:** 56 DEL: STOCK STPS	560	1.520	EA	851.20
29		**F1CS-MV-V10-RHP1**	500		EA	**No Quote**
30		**DEI-28** INSU DE SUSP 28KV SIL IRON END FTGS **STD PKG:** 15 DEL: STOCK STPS	300	14.750	EA	4,425.00
31		**6M3-6** CLUSTER MT 1 BAND 3 POS 3-50KVA 6" SPACING DEL: 6-8 WKS	10	278.600	EA	2,786.00
32		**15M3-6** Cluster Mt 2 Band 3 Pos 3-100KVA 6" Spacing DEL: 6-8 WKS	5	581.750	EA	2,908.75
33		**SCO21** COMPRESSION STIRRUP 2/0-2 DEL: 3-4 WKS	300	10.920	EA	3,276.00
34		**SCN50** STIRRUP COMPRESS 1/0 CU BALL **STD PKG:** 20 DEL: 3-4 WKS	300	23.450	EA	7,035.00
35		**ZHP010-0000000** ARR DIST 10KV HD POLY W/O BRKT/BIRD CAP DEL: 6-8 WKS	300	47.200	EA	14,160.00

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QUOTATION NUMBER

GRIFF 1013664-0000-01

QUOTATION NUMBER

1013664-0000-01

BILL TO:
GRIFFIN POWER
CITY OF GRIFFIN
PO BOX T
GRIFFIN GA 30224

SHIP TO:
CITY OF GRIFFIN
1010 NORTH HILL STREET
GRIFFIN GA 30223

CUSTOMER P.O. NO. RFQ 18 | 3.28.25

CUSTOMER P.O. NO. RFQ 18 | 3.28.25

QUOTATION***QUOTATION******QUOTATION******QUOTATION******QUOTATION***

QUOTATION NUMBER	SLSMN.	QUOTATION DATE	ENTERED BY	CUSTOMER INQUIRY NUMBER	DATE
1013664-0000-01	169	03/28/25	181	RFQ 19 | 3.28.25	

INSTRUCTIONS		PAGE NO.
	P	1

QUANTITY ORDERED	QUANTITY B.O./RET.	QUANTITY SHIPPED	DISP.	ITEM CODE AND DESCRIPTION	U/M	MULT.	UNIT PRICE	AMOUNT
18				C110-1121 ROCK ANCHOR, 3/4"x 53" ROD, 2 NUTS, LESS WEDGE LINE ITEM: #18 HUBBELL CROSS LEAD TIME: 6-8 WEEKS	EA		69.5000	1251.00
								1,251.00

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Thank You

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FAX: 770/427-3945

QUOTATION NUMBER

GRIFF 1013669-0000-01

QUOTATION NUMBER

1013669-0000-01

BILL TO:
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CITY OF GRIFFIN
PO BOX T
GRIFFIN GA 30224

SHIP TO:
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1010 NORTH HILL STREET
GRIFFIN GA 30223

CUSTOMER P.O. NO. RFQ 17 | 3.28.25

CUSTOMER P.O. NO. RFQ 17 | 3.28.25

QUOTATION***QUOTATION******QUOTATION******QUOTATION******QUOTATION***

QUOTATION NUMBER	SLSMN.	QUOTATION DATE	ENTERED BY	CUSTOMER INQUIRY NUMBER	DATE
1013669-0000-01	169	03/28/25	181	RFQ 18 | 3.28.25	

INSTRUCTIONS	.	PAGE NO.
	P	1

QUANTITY ORDERED	QUANTITY B.O./RET.	QUANTITY SHIPPED	DISP.	ITEM CODE AND DESCRIPTION	U/M	MULT.	UNIT PRICE	AMOUNT
300				NP4-350I 350MCM 4 POS. TRANSFORMER EYEBOLT TERMINAL (WORKS W/ CU OR AL CONDUCTOR) LINE ITEM: #17 HUBBELL CROSS FOR: PTT4-35012P LEAD TIME: IN STOCK	EA		18.0000	5400.00
								5,400.00

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QUOTATION NUMBER

GRIFF 1013673-0000-01

QUOTATION NUMBER

1013673-0000-01

BILL TO:
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GRIFFIN GA 30223

CUSTOMER P.O. NO. RFQ 30 | 3.28.25

CUSTOMER P.O. NO. RFQ 30 | 3.28.25

QUOTATION***QUOTATION******QUOTATION******QUOTATION******QUOTATION***

QUOTATION NUMBER	SLSMN.	QUOTATION DATE	ENTERED BY	CUSTOMER INQUIRY NUMBER	DATE
1013673-0000-01	169	03/28/25	181	RFQ 30 | 3.28.25	

INSTRUCTIONS	.	PAGE NO.
	P	1

QUANTITY ORDERED	QUANTITY B.O./RET.	QUANTITY SHIPPED	DISP.	ITEM CODE AND DESCRIPTION	U/M	MULT.	UNIT PRICE	AMOUNT
300				401028-0215 PDI-28 28KV POLYMER DEADEND INSULATOR LINE ITEM: 30 HPS CROSS FOR: DEI-28 LEAD TIME: 14-16 WEEKS	EA		26.7600	8028.00
								8,028.00

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FAX: 770/427-3945

QUOTATION NUMBER

GRIFF 1013643-0000-01

QUOTATION NUMBER

1013643-0000-01

BILL TO: GRIFFIN POWER
CITY OF GRIFFIN
PO BOX T
GRIFFIN GA 30224

SHIP TO: CITY OF GRIFFIN
1010 NORTH HILL STREET
GRIFFIN GA 30223

CUSTOMER P.O. NO. RFQ 4 | 3.27.25

CUSTOMER P.O. NO. RFQ 4 | 3.27.25

QUOTATION***QUOTATION******QUOTATION******QUOTATION******QUOTATION***

QUOTATION NUMBER	SLSMN.	QUOTATION DATE	ENTERED BY	CUSTOMER INQUIRY NUMBER	DATE
1013643-0000-01	169	03/27/25	181	RFQ #5 3.27.25	

INSTRUCTIONS	,	PAGE NO.
	P	1

QUANTITY ORDERED	QUANTITY B.O./RET.	QUANTITY SHIPPED	DISP.	ITEM CODE AND DESCRIPTION	U/M	MULT.	UNIT PRICE	AMOUNT
1000				ICS73-1 INSULATED SERVICE ENTRANCE SLEEVE, 2 STR.-2 STR LINE ITEM: #4 LEAD TIME: IN STOCK	EA		1.3500	1350.00
								1,350.00

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QUOTATION NUMBER

GRIFF 1013644-0000-01

QUOTATION NUMBER

1013644-0000-01

BILL TO:
GRIFFIN POWER
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GRIFFIN GA 30224

CUSTOMER P.O. NO. RFQ 5 | 3.27.25

SHIP TO:
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GRIFFIN GA 30223

CUSTOMER P.O. NO. RFQ 5 | 3.27.25

QUOTATION***QUOTATION******QUOTATION******QUOTATION******QUOTATION***

QUOTATION NUMBER	SLSMN.	QUOTATION DATE	ENTERED BY	CUSTOMER INQUIRY NUMBER	DATE
1013644-0000-01	169	03/27/25	181	RFQ 5 3.27.25	

INSTRUCTIONS	.	PAGE NO.
	P	1

QUANTITY ORDERED	QUANTITY B.O./RET.	QUANTITY SHIPPED	DISP.	ITEM CODE AND DESCRIPTION	U/M	MULT.	UNIT PRICE	AMOUNT
1000				ICS72-1 INSULATED SERVICE ENTRANCE SLEEVE, 2 STR.-4 STR LINE ITEM: #5 LEAD TIME: IN STOCK	EA		1.3500	1350.00
								1,350.00

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QUOTATION NUMBER

GRIFF 1013647-0000-01

QUOTATION NUMBER

1013647-0000-01

BILL TO:
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PO BOX T
GRIFFIN GA 30224

SHIP TO:
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GRIFFIN GA 30223

CUSTOMER P.O. NO. RFQ 9 | 3.27.25

CUSTOMER P.O. NO. RFQ 9 | 3.27.25

QUOTATION***QUOTATION******QUOTATION******QUOTATION******QUOTATION***

QUOTATION NUMBER	SLSMN.	QUOTATION DATE	ENTERED BY	CUSTOMER INQUIRY NUMBER	DATE
1013647-0000-01	169	03/27/25	181	RFQ 10 3.27.25	

INSTRUCTIONS		PAGE NO.
	P	1

QUANTITY ORDERED	QUANTITY B.O./RET.	QUANTITY SHIPPED	DISP.	ITEM CODE AND DESCRIPTION	U/M	MULT.	UNIT PRICE	AMOUNT
2000				WR-379 COMPRESSION CONNECTOR MAIN: 4/0 - 3/0 ACSR TAP: #2 - #6 ACSR LINE ITEM: #9 LEAD TIME: IN STOCK	EA		1.7500	3500.00
								3,500.00

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FAX: 770/427-3945

QUOTATION NUMBER

GRIFF 1013649-0000-01

QUOTATION NUMBER

1013649-0000-01

BILL TO: GRIFFIN POWER
CITY OF GRIFFIN
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GRIFFIN GA 30224

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CUSTOMER P.O. NO. RFQ 11 | 3.27.25

CUSTOMER P.O. NO. RFQ 11 | 3.27.25

QUOTATION***QUOTATION******QUOTATION******QUOTATION******QUOTATION***

QUOTATION NUMBER	SLSMN.	QUOTATION DATE	ENTERED BY	CUSTOMER INQUIRY NUMBER	DATE
1013649-0000-01	169	03/27/25	181	RFQ 12 | 3.27.25	

INSTRUCTIONS	.	PAGE NO.
	P	1

QUANTITY ORDERED	QUANTITY B.O./RET.	QUANTITY SHIPPED	DISP.	ITEM CODE AND DESCRIPTION	U/M	MULT.	UNIT PRICE	AMOUNT
500				8810 5/8" X 10" MACHINE BOLT LINE ITEM: #11 HUBBELL CROSS FOR: J8810 LEAD TIME: IN STOCK	EA		2.4800	1240.00
								1,240.00

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PHONE: 770/427-3119
FAX: 770/427-3945

QUOTATION NUMBER
1013650-0000-01

GRIFF

QUOTATION NUMBER
1013650-0000-01

BILL TO:
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GRIFFIN GA 30224

CUSTOMER P.O. NO. RFQ 12 | 3.27.25

SHIP TO:
CITY OF GRIFFIN
1010 NORTH HILL STREET
GRIFFIN GA 30223

CUSTOMER P.O. NO. RFQ 12 | 3.27.25

QUOTATION***QUOTATION******QUOTATION******QUOTATION******QUOTATION***

QUOTATION NUMBER	SLSMN.	QUOTATION DATE	ENTERED BY	CUSTOMER INQUIRY NUMBER	DATE
1013650-0000-01	169	03/27/25	181	RFQ 13 | 3.27.25	

INSTRUCTIONS		PAGE NO.
	P	1

QUANTITY ORDERED	QUANTITY B.O./RET.	QUANTITY SHIPPED	DISP.	ITEM CODE AND DESCRIPTION	U/M	MULT.	UNIT PRICE	AMOUNT
1000				8812 5/8" X 12" MACHINE BOLT LINE ITEM: #12 HUBBELL CROSS FOR: J8812 LEAD TIME: IN STOCK	EA		2.9500	2950.00
								2,950.00

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PHONE: 770/427-3119
FAX: 770/427-3945

QUOTATION NUMBER

GRIFF 1013656-0000-01

QUOTATION NUMBER

1013656-0000-01

BILL TO:
GRIFFIN POWER
CITY OF GRIFFIN
PO BOX T
GRIFFIN GA 30224

SHIP TO:
CITY OF GRIFFIN
1010 NORTH HILL STREET
GRIFFIN GA 30223

CUSTOMER P.O. NO. RFQ 19 | 3.27.25

CUSTOMER P.O. NO. RFQ 19 | 3.27.25

QUOTATION***QUOTATION******QUOTATION******QUOTATION******QUOTATION***

QUOTATION NUMBER	SLSMN.	QUOTATION DATE	ENTERED BY	CUSTOMER INQUIRY NUMBER	DATE
1013656-0000-01	169	03/27/25	181	RFQ 19 | 3.27.25	

INSTRUCTIONS	.	PAGE NO.
	P	1

QUANTITY ORDERED	QUANTITY B.O./RET.	QUANTITY SHIPPED	DISP.	ITEM CODE AND DESCRIPTION	U/M	MULT.	UNIT PRICE	AMOUNT
200				*CCC58 GROUND ROD COUPLING LINE ITEM: #19 LEAD TIME: 5-7 WEEKS	EA		20.3900	4078.00
								4,078.00

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BY _____

XLOPTB 8/88

John Pierce

From: Logan Maxwell <lmaxwell@tsup.com>
Sent: Friday, March 28, 2025 4:53 PM
To: John Pierce
Cc: Mike Glover
Subject: RFQ
Attachments: Quote 1013641-0001.pdf; Invoice 3025293-0001, Quote 1013643-0001.pdf; Invoice 2045956-0001, Quote 1013644-0001.pdf; Quote 1013645-0001.pdf; Quote 1013646-0001.pdf; Quote 1013647-0001.pdf; Quote 1013648-0001.pdf; Quote 1013649-0001.pdf; Quote 1013650-0001.pdf; Quote 1013651-0001.pdf; Quote 1013652-0001.pdf; Quote 1013653-0001.pdf; Quote 1013655-0001.pdf; Quote 1013656-0001.pdf; Quote 1013658-0001.pdf; Quote 1013659-0001.pdf; Quote 1013660-0001.pdf; Invoice 1099012-0001, Quote 1013662-0001.pdf; Quote 1013663-0001.pdf; Quote 1013665-0001.pdf; Quote 1013666-0001.pdf; Quote 1013667-0001.pdf; Quote 1013668-0001.pdf; Quote 1013664-0001.pdf; Quote 1013669-0001.pdf; Quote 1013670-0001.pdf; Quote 1013671-0001.pdf; Quote 1013672-0001.pdf; Quote 1013673-0001.pdf; Quote 1013674-0001.pdf

Good Afternoon John,

Thank you for the quote opportunity, I have attached our quotes for everything.

LINE ITEM #2 (3 PHASE 2 BRACKET)

- NO BID (STILL WAITING ON QUOTE)

LINE ITEM #3 (CONCRETE PAD FOR SINGLE PHASE PAD MT TRANSFORMERS)

- NO BID

LINE ITEM #27 (HPI-55-4)

- NO BID (NO CROSSES)

LINE ITEM #29 (POST TOP PIN)

- NO BID

LINE ITEM #31 (SMALL CLUSTER MOUNT)

- NO BID (WAITING ON QUOTE)

LINE ITEM #32 (LARGE CLUSTER MOUNT)

- NO BID (WAITING ON QUOTE)

Please let me know if there is anything else I can help with!

Best,
Logan

Logan Maxwell

Tri-State Utility Products, Inc.
Main Office | 770.427.3119
Direct | 770.590.2864
Cell | 229.449.2325

Email | Lmaxwell@tsup.com
www.tsup.com

GRESCO

Quote

Entered Date	Taken By	Customer #	Order #
4/2/25	lzec	1595	10263095-00
	Expiration Date	**PO #**	**Page #**
	6/1/25	rfq	1

Bill To
CITY OF GRIFFIN ELECTRIC DEPT
PO BOX T

GRIFFIN, GA 30224-0046

Ship To
City of Griffin
LINE CONSTRUCTION DIV.
1010 N HILL ST
GRIFFIN, GA 30223-1930

Remit To
Gresco Utility Supply, Inc.
PO Box 932918

Atlanta, GA 31193-2918

Please note that the quote's expiration date, pricing, and lead times are subject to change based on manufacturing updates. GRESCO will communicate any changes at the time the order is placed.

Instructions

Ship Point	Via	Shipped	Terms	SlsRepIn/Out
Gresco-Forsyth, GA	Gresco Truck		Net 30 Days	lzec / ecom

Notes

Correspondence address: 1135 Rumble Road Forsyth GA 31029. If you have any questions, please do not hesitate to contact our Accounts Receivable department at ar@gresco.com. Thank you.

Line	Product and Description	Order Quantity	Qty UM	Unit Price	Price UM	Amount(Net)
1	**15M3-6** MOUNT CLU 3 TX 3-167KVA 6" AL BAND TYPE 3 in stock xxxxxxxxxx	5.00	EA	545.00	EA	2,725.00

1	**Lines Total**	**Total Order Quantity**	**5.00**	**Subtotal**	**2,725.00**
				Taxes	**0.00**
				Total	**2,725.00**

AGENDA ITEM SUMMARY

ITEM SUMMARY:

Consider a contract with Otis Elevator in the amount of $9,750.00 to change the oil in the hydraulic elevator lines and power unit for the hydraulic elevator located at One Griffin Center. *Public Works Director, Mariza Eller, will address.*

SPECIAL CONSIDERATIONS OR CONCERNS:

The City of Griffin has an elevator maintenance contract with Otis Elevator that started February 14, 2023 for One Griffin Center. During the preventative maintenance inspection Otis advised that we needed to change the oil out in the hydraulic elevator lines and power unit for the 3 story hydraulic elevator in One Griffin Center. New oil aids in the pressurized system that allows the elevator to move up and down in the hoistway. It also aids in the longevity of the pump, motor, and valve within the power unit. General repair and maintenance of the elevators located at One Griffin Center are budgeted annually. $9,750.00 will be utilized from Facilities repair and maintenance services (101-1665-52-2200).

STAFF RECOMMENDATION:

Staff recommends approval.

FINANCIAL IMPACT:

General repair and maintenance of the elevators located at One Griffin Center are budgeted annually. $9,750.00 will be utilized from Facilities repair and maintenance services (101-1665-52-2200).

Submitted By:
Mariza Eller

Meeting Date:
22/04/2025

Reviewed By:
Jessica O'Connor

ATTACHMENTS:
Oil Replacement - Otis US 2025 - 4.9.25.pdf
Otis Executed 2.14.23.pdf

Service and Repair Order - New Hydraulic Oil

04 / 08 / 2025

City of Griffin
City of Griffin
Griffin, Georgia
30224 US

FROM:
Emory Willis
Emory.Willis@otis.com

EQUIPMENT LOCATION:

GRIFFIN, Georgia
30223-3313

MACHINE NUMBER(S):
UNIT-000852028

INTENDED FOR:
Mariza Eller

Otis proposes to provide two mechanics to change the oil in the hydraulic elevator lines and power unit with new hydraulic oil. New oil aids in the pressurized system that allows the elevator to move up and down in the hoistway. It also aids in the longevity of the pump, motor, and valve within the power unit. The building is responsible for removal of the old hydraulic fluid.

Please note, this proposal is valid for 30 days based on current market conditions and is subject to material increases in line with the current market price for oil.

OPTION: I want Otis to remove the hydraulic fluid for an additional $2,600 per unit: ◯ Yes ◯ No

Number of Units	Total Price
1	**$9750**

The price is based on a percent (100%) downpayment in the amount of $9750.

Customer #: 59743607
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SPECIAL PROVISIONS:

In the event the location where work is to be conducted is greater than 50 miles from the local Otis field office, Otis reserves the right to issue a change order to supplement the additional travel expenses.

In the event your local AHJ (Authority Having Jurisdiction) requires a special inspection or permitting, Otis may issue a change order for those fees.

PAYMENT TERMS:

- The base proposal price is contingent upon receiving a down payment of 100% of the base contract amount.
- The down payment amount is due in full prior to Otis ordering material and/or mobilizing.

In the event 100% of the contract price is not paid up front, we must be paid the remaining balance no later than the completion of work. Final invoice will be submitted once work is scheduled.

The standard method of invoice delivery is via email. Please provide your email address in the customer signature block below. Exceptions for traditional mail delivery may be accommodated by notifying your account manager.

This proposal, including the provisions printed on the pages following, shall be a binding contract between you, or the party identified below for whom you are authorized to contract (collectively referred to herein as "you"), and us when accepted by you through execution of this proposal by you and approved by our authorized representative; or by authorizing us to perform work for the project and our commencing such work.

CUSTOMER

Approved by Authorized Representative

_____

Douglas S. Hollberg, Mayor

Attest:

_____

Jessica W. O'Connor, Secretary

Approved as to Form:

Andrew J. Whalen, III

Andrew J. Whalen, III, City Attorney

OTIS ELEVATOR COMPANY

Approved by Authorized Representative

City of Griffin

☐ Principal, Owner, or Authorized Representative

☐ Agent:

Customer #: 59743607

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TERMS & CONDITIONS

1. The work shall be performed for the agreed price plus any applicable sales, excise or similar taxes as required by law.

2. In addition to the agreed price, you shall pay to us any future applicable tax imposed on us, our suppliers or you in connection with the performance of the work described.
3. This quotation is subject to change or withdrawal by us prior to acceptance.

4. We warrant to you that the work performed by us hereunder shall be free from defects, not inherent in the quality required or permitted, in material and workmanship for one (1) year from the date of substantial completion. We used commercially reasonable efforts to ensure that the EMS Panorama 2.0 software provided to you is free from viruses and vulnerabilities that may be exploited by third parties. Our duty and your remedy under this warranty are limited to our correcting any such defect you report to us within the warranty period by, at our opinion, repair or replacement, provided all payments due under the terms of this contract have been made in full. All parts used for repair or replacement under this warranty shall be good quality and furnished on an exchange basis. Printed circuit boards used for replacement parts under this warranty may be refurbished boards. Exchanged parts become our property. This warranty shall be voided if said defect is caused by your breach or negligence or unauthorized access or manipulation of the system.

5. We shall perform the work during our regular working hours of our regular working days unless otherwise agreed in writing. You shall be responsible for providing suitable storage space at the site for our material.

6. You shall obtain title to all the equipment, excluding the software, furnished hereunder when final payment for such material is received by us.

7. Any drawings, illustrations or descriptive matter furnished with the proposal are submitted only to show the general style, arrangement and dimensions of the equipment.

8. Payments shall be made as follows: A down payment of hundred percent (100%) of the price shall be paid after we have completed processing your equipment requirements, and orders are placed; the balance shall be paid on completion if the work is completed within a thirty day period. If the work is not completed within a thirty day period, monthly progress payments shall be made based on the value of any equipment ready or delivered, if any, and labor performed through the end of the month less a five percent (5%) retainage and the aggregate of previous payments. The retainage shall be paid when the work is completed. We reserve the right to discontinue our work at any time until payments shall have been made as agreed and we have assurance satisfactory to us that subsequent payments will be made when due. Payments not received within thirty (30) days of the date of invoice shall be subject to interest accrued at the rate of eighteen percent (18%) per annum or at the maximum rate allowed by applicable law, whichever is less. We shall also be entitled to reimbursement from you of the expenses, including attorney's fees, incurred in collecting any overdue payments.

9. Any material removed by us in the performance of the work shall become our property.

10. Our performance is conditioned upon your securing any required governmental approvals for the installation of any equipment provided hereunder and your providing our workmen with adequate electrical power at no cost to us with a safe place in which to work, and we reserve the right to discontinue our work in the building whenever in our opinion working conditions are unsafe. If overtime work is mutually agreed upon and performed, an additional charge thereof, at our usual rates for such work, shall be added to the contract price. The performance of our work hereunder is conditioned on your performing the preparatory work and supplying the necessary data specified on the front of this proposal or in the attached specification, if any. Should we be required to make an unscheduled return to your site to begin or complete the work due to your request, acts or omissions, then such return visits shall be subject to additional charges at our current labor rates.

11. We shall retain a security interest in all material furnished hereunder and not paid for in full. You agree that a copy of this Agreement may be used as a financing statement for the purpose of placing upon public record our interest in any material furnished hereunder, and you agree to execute a UCC-1 form or any other document reasonably requested by us for that purpose.

12. Except insofar as your equipment may be covered by an Otis maintenance or service contract, it is agreed that we will make no examination of your equipment other than that necessary to do the work described in this contract and assume no responsibility for any part of your equipment except that upon which work has been done under this contract.

13. Neither you nor we shall be liable to the other party hereto for any loss, damage or delay due to any cause beyond your or our reasonable control, including, but not limited to, acts of government, strikes, lockouts, fire, explosion, theft, floods, riot, civil commotion, war, malicious mischief or actors, or act of God; provided, however, that, should loss of or damage to our material or work occur at the site, you shall compensate us therefor unless such loss or damage results from our acts or omissions.

14. We do not agree under our warranty to bear the cost of repairs or replacements due to vandalism, abuse, misuse, neglect, normal wear and tear, modifications not performed by us, improper or insufficient maintenance by others, or any cause beyond our control.

15. We shall conduct, at our own expense, the entire defense of any claim, suit or action alleging that, without further combination, the use by you of any equipment provided hereunder directly infringes any patent, but only on the conditions that (a) we receive prompt written notice of such claim, suit or action and full opportunity to assume the sole defense thereof, including settlement and appeals, and all information available to you for such defense; (b) said equipment is made according to a specification or design furnished by us; and (c) the claim, suit or action is brought against you. Provided all of the foregoing conditions have been met, we shall, at our own expense, either settle said claim, suit or action or shall pay all damages, excluding special, consequential damages (INCLUDING DAMAGES FOR LOSS OF PROFITS, DAMAGES TO ANY COMPUTER, DEVICE, OR SYSTEM, LOSS OF DATA, GOODWILL, USE OR OTHER LOSSES), indirect damages, punitive damages, and costs awarded by the court therein and, if the use or resale of such equipment is finally enjoined, we shall at our option, (i) procure for you the right use of the equipment, (ii) replace the equipment with equivalent noninfringing equipment, (iii) modify the equipment so it becomes noninfringing but equivalent, or (iv) remove the equipment and refund the purchase price (if any) less a reasonable allowance for use, damage or obsolescence.

16. THE EXPRESS WARRANTIES SET FORTH IN THIS AGREEMENT ARE THE EXCLUSIVE WARRANTIES GIVEN: WE MAKE NO OTHER WARRANTIES EXPRESS OR IMPLIED, AND SPECIFICALLY MAKE NO WARRANTY OF MERCHANTABILITY, OF FITNESS FOR ANY PARTICULAR PURPOSE, OR THAT THE SOFTWARE IS FREE FROM VIRUSES OR VULNERABILITIES WHICH MAY BE EXPLOITED BY A THIRD PARTY; AND THE EXPRESS WARRANTIES SET FORTH IN THIS AGREEMENT ARE IN LIEU OF ANY SUCH WARRANTIES AND ANY OTHER OBLIGATION OR LIABILITY ON OUR PART.

17. Your remedies set forth herein are exclusive and our liability with respect to any contract, or anything done in connection therewith such as performance or breach thereof, or from the manufacture, sale, delivery, installation, repair or use of any equipment furnished under this contract, whether in contract, in tort, in warranty or otherwise, shall not exceed the price for the equipment or services rendered.

18. It is agreed that after completion of our work, you shall be responsible for ensuring that the operation of any equipment furnished hereunder is periodically inspected. The interval between such inspections shall not be longer than what may be required by the applicable governing safety code.
By accepting delivery of parts incorporating software you agree that the transaction is not a sale of such software but merely a license to use such software solely for operating the unit(s) for which the part was provided, not to copy or let others copy such software for any purpose whatsoever, to keep such software in confidence as a trade secret, and not to transfer possession of such part to others except as a part of a transfer of ownership of the equipment in which such part is installed, provided that you inform us in writing about such ownership transfer and the transferee agrees in writing to abide by the above license terms prior to any such transfer.

19. Our work shall not include the identification, detection, abatement, encapsulation or removal of asbestos, polychlorinated biphenyl (PCB), or products or materials containing asbestos, PCB's or other hazardous substances. In the event we encounter any such product or materials in the course of performing work, we shall have the right to discontinue our work and remove our employees from the project until you have taken the appropriate action to abate, encapsulate or remove such products or materials, and any hazards connected therewith, or until it is determined that no hazard exists (as the case may require). We shall receive an extension of time to complete the work hereunder and compensation for delays encountered as a result of such situation.

20. This Agreement constitutes the entire understanding between the parties regarding the subject matter hereof and may not be modified by any terms on your order form or any other document, and supersedes any prior written or oral communication relating to the same subject. Any amendment or modifications to this Agreement shall not be binding upon either party unless agreed to in writing by an authorized representative of each party. Both parties agree that any form issued by you that contains any terms that are inconsistent with those contained herein shall not modify this Agreement, nor shall it constitute an acceptance of any additional terms.

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Signature Service

Signature Contract

Signature Service

ACCOUNT NAME & ADDRESS

City of Griffin
100 S Hill Street
Griffin, GA 30224

CUSTOMER NAME & CONTACT INFO

CONTRACT SUMMARY



MAINTENANCE Overview of your preventative maintenance plan and which parts are included



RELIABILITY & RESPONSIVENESS Details concerning the level of coverage you have along with Otis' method for ensuring timely dispatching and parts availability to meet your needs



COMMUNICATION Summary of the many ways for you to communicate with us and receive information from us



SAFETY & ENVIRONMENT Safety is our number one priority- this section includes an outline of safety features and activities pertaining to your equipment



SCHEDULE & CLARIFICATIONS Terms and conditions about our regular working hours, insurance coverage and legal requirements



PAYMENT & ACCEPTANCE Price and term of agreement followed by the signatory area and billing information

COVERAGE TERMS	**Price : $900.00 per month, payable monthly in advance Duration : one (1) year(s)**
DELIVERING THE PROMISE	*We look forward to delighting you with world class service.*

Otis Elevator Company
M: +1 (980) 808-7026

840 FRANKLIN COURT
MARIETTA, GA 30067
otis.com

For emergencies:
OTISLINE® Customer Care 800.233.6847

OTIS

Confidential

Otis Maintenance

11/15/2022

CUSTOMER NAME
City of Griffin
100 S Hill Street
Griffin, GA 30224

OTIS ELEVATOR COMPANY
840 FRANKLIN COURT
MARIETTA, GA 30067

PROJECT LOCATION
One Griffin Center
100 S Hill Street
Griffin, GA 30224

Historic City Hall
201 E. Solomon St
Griffin, GA 30223

PROPOSAL NUMBER
QTE-001138166

OTIS MAINTENANCE

Otis Elevator Company or "we" agree to furnish Otis Maintenance to Customer or "you" on the equipment ("Units") described below as set forth in this Contract.

EQUIPMENT DESCRIPTION

No Of Units	Type Of Units	Manufacturer	Customer Designation	Machine Number
2	Geared	Dover		UNIT-000852033, UNIT-000852032
2	Hydraulic	Dover, Schindler		UNIT-000852030, UNIT-000852028

CONTRACT PRICE
The contract gross price is nine hundred dollars ($900.00) per month, payable monthly in advance.

TERM & RENEWAL
The Commencement Date will be 1/1/2023. The initial term of this Contract will be for one (1) year(s) beginning on the Commencement Date.

This Contract will automatically renew for successive one (1) year terms unless terminated by either party by giving written notice to the other party at least 30 days, but no more than 120 days prior to the end of the then-current term.

PAYMENT
Payments will be due and payable on or before the first day of each month for the term of the Contract, in accordance with the payment instructions on your invoice. The work shall be performed for the agreed price plus any applicable sales, excise or similar taxes as required by law. In addition to the agreed price,

you shall pay to us any future applicable tax imposed on us, our suppliers or you in connection with the performance of the work described.

The standard method of invoice delivery is via email. Please provide your email address(es) in the bill to section of this document. You agree to immediately update us with any changes to the electronic invoicing email address(es). Exceptions for traditional mail delivery may be accommodated by notifying your account manager.

The method of payment will be check.

PRICE ADJUSTMENT

The Contract Price will be adjusted on the Commencement Date anniversary or as of the effective date of any labor rate increase by the percentage increase in the straight time hourly labor cost under the International Union of Elevator Constructors. The term "straight time hourly labor cost" means the sum of the straight time hourly labor rate plus the hourly cost of fringe benefits paid to elevator examiners in the locality where the equipment is maintained. In addition, Otis may adjust the Contract Price as a result of any substantial changes in service expenses, including but not limited to expenses in connection with fuel, waste disposal, environmental requirements, cost of materials, changes to government regulations or other administrative costs. If the price adjustment date and billing frequency do not align, the price adjustment date will be changed to ensure continued alignment with the billing frequency.

OTIS MAINTENANCE MANAGEMENT SYSTEM™ (OMMS™)

We will use the Otis Maintenance Management System (OMMS™) preventative maintenance program to deliver service tailored to your specific building needs. Equipment type, component life, equipment usage, and building environment will be taken into account by the OMMS™ scheduling system, which will be used to plan maintenance activities in advance.

MAINTENANCE

Otis will maintain the Units using trained personnel directly employed and supervised by us, or through the use of remote monitoring or other technology in Otis' sole discretion. Without affecting our obligation to provide service under this Contract, you agree to permit us to train our personnel on the Units. The maintenance will include inspection, lubrication, and adjustment of the following parts:

- Controller parts, selectors and dispatching equipment, relays, solid-state components, transducers, resistors, condensers, power amplifiers, transformers, contacts, leads, dashpots, timing devices, computer and microcomputer devices, steel selector tapes, mechanical and electrical driving equipment, signal lamps, and position indicating equipment.
- Door operators, car door hangers, car door contacts, door protective devices, load weighing equipment, car frames, car safety mechanisms, platforms, car and counterweight guide shoes including rollers and gibs, and emergency car lighting.
- Hoistway door interlocks and hangers, bottom door guides, and auxiliary door closing devices.
- Machines, worms, gears, thrust bearings, drive sheaves, drive sheave shaft bearings, brake pulleys, brake coils, contacts, linings, and component parts.
- Motors, brushes, brush holders, and bearings.
- Governor components, governor sheaves and shaft assemblies, bearings, contacts, governor jaws, deflector or secondary sheaves, car and counterweight buffers, car and counterweight guide rails, car and counterweight sheave assemblies, top and bottom limit switches, governor tension sheave assemblies, and compensating sheave assemblies.
- Pumps, pump motors, operating valves, valve motors, leveling valves, plunger packings, exposed piping, above ground plungers and cylinders, and hydraulic fluid tanks.

- Escalator handrails, handrail drive chains, handrail brush guards, handrail guide rollers, alignment devices, steps, step treads, step wheels, step chains, step axle bushings, comb plates, floor plates, tracks, external gearing, and drive chains.
- Escalator upper drives, upper drive bearings, tension sprocket bearings, upper newel bearings and lower newel bearings, demarcation lights, and comb lights.
- Any other maintenance obligations set forth in the Customer's ITB 23-005 Price Submittal: Elevator Maintenance Contract that are not otherwise mentioned herein.

Replacing wire rope and coated steel belts, equalizing the tension on hoisting ropes, resocketing ropes for drum machines, or repairing or replacing conductor cables and hoistway and machine-room elevator wiring is excluded. No service other than that specifically stated as covered is included or intended.

PARTS COVERAGE

Unless excluded elsewhere in the Contract if necessary, due to normal usage and wear, Otis will repair or replace the parts specified above at its sole discretion. Any parts under this Contract requiring replacement will be replaced with parts selected by Otis.

PARTS INVENTORY

Otis will, during the term of this Contract, use commercially reasonable efforts to maintain a supply of frequently used replacement parts and lubricants selected by Otis to meet the specific routine requirements of the Units. Any such parts or items shall remain our property until installed in the Units.

QUALITY CONTROL

Otis will periodically conduct field audits of our personnel and the Units to maintain quality standards. Otis field engineers will provide technical assistance, technical information, and Code consultation to support our maintenance organization.

CUSTOMER REPRESENTATIVE

As a service to you, and at your request, an Otis representative will be available to discuss with you about modernization, traffic handling ability, recommendations and requirements of Code authorities, proper use and care of the Units, and the OMMSTM program. There is no additional charge for this consulting service.

REPORTS – CUSTOMER PORTAL

We will use the OMMS™ program to record completion of maintenance procedures. We will, at your request, provide you access to the Customer Portal, our proprietary customer interface that permits you to access electronic records of repair, completed maintenance procedures and service call history for the Unit(s) during the prior twelve (12) months. You will be responsible for obtaining Internet access to use the Customer Portal.

SAFETY

We will conduct safety tests only if required by the applicable Elevator Code in effect on the Commencement Date of the initial term. Tests that are subsequently required by the applicable Elevator Code or authority having jurisdiction are not covered under this Contract, but may be performed for an additional charge which shall be presented at the time of request to perform any such additional test. We will instruct our personnel to use appropriate personal protection equipment and follow safe work practices.

SAFETY TESTS – HYDRAULIC ELEVATORS
We will conduct an annual no load test and annual pressure relief valve test.

SAFETY TESTS – TRACTION ELEVATORS

We will periodically examine safety devices and governors of the Units. We will conduct an annual no load test and perform at each fifth year a full load, full speed test of safety mechanisms, over-speed governors, and car and counterweight buffers. If required, the governor will be recalibrated and sealed for proper tripping speed. As required by Code, we will measure the coated steel belts for safety using a method approved by the manufacturer.

FIREFIGHTERS' SERVICE TEST

If the equipment has firefighters' service, you assume responsibility for performing and keeping a record of any Code required tests and for the maintenance, functioning and testing of the smoke and/or heat detectors. If during the initial firefighters' service test any elevator firefighters' service is found to be inoperable, the building and or you will be responsible for all of the cost associated with the repairs necessary to bring the unit in compliance with the applicable Codes. If any applicable Code or governing authority mandates that such required tests be performed by a licensed elevator mechanic, Otis will provide such testing and service for an additional charge on an open order basis. You will be responsible for the costs associated with such testing and service.

24 – HOUR DISPATCHING

Otis will, at your request, provide you with access to the Customer Portal and our OTISLINE™ 24-hour, year-round dispatching service. In the event a Unit malfunction occurs between regular examinations, you will be able to place a service call on the Customer Portal or through an OTISLINE™ customer service representative, who will, at your request, dispatch an examiner to perform service. In the event Otis receives an emergency call from the phone in the elevator and a passenger indicates a need for assistance, Otis shall attempt to contact a building representative for an assessment of the situation and authorization to respond to the call. If Otis is unable to reach a building representative, Otis shall respond to the emergency call from the phone in the elevator. The visit will be treated as chargeable service request. Any service required outside of normal working hours will be billed to you in accordance with the work schedule detail below.

TRAVEL TIME AND EXPENSE

In the event there is a service call that is deemed billable by us as being out of the maintenance scope, you agree to pay us travel time and expenses at our regular or overtime billing rates as applicable from the time of dispatch to the building under contract and return.

NORMAL HOURS

All maintenance procedures and repairs will be performed during our regular working hours of our regular working days for the examiners who perform the service. All lamp and signal replacements will be performed during regular examinations.

For purposes of this Contract, a service request is a response by Otis to a request for service for assistance made (a) by the customer or customer representative; (b) by the building or building representative ; (c) by emergency personnel ; (d) through the ADA phone line ; and/or (e) through REM™ monitoring system, for service or assistance, on an as needed basis, excluding regularly scheduled maintenance.

Regular working hours: 8:00 AM – 4:30 PM.
Regular working days: Monday – Friday excluding holidays.

OVERTIME SERVICE REQUESTS

Service requests outside of regular working hours will be billed at standard overtime rates.

EXCLUSIONS

This Contract does not cover car enclosures (including, but not limited to, wall panels, door panels, car gates, plenum chambers, hung ceilings, lighting, light diffusers, light tubes and bulbs, handrails, mirrors and

floor coverings), rail alignment, hoistway enclosures, hoistway gates, hoistway inserts and brackets, mainline disconnect switches, doors, door frames, sills, swing door hinges and closing devices, below ground or unexposed hydraulic cylinders and plungers, buried or unexposed piping, escalator balustrades, escalator lighting or wedge guards. This Contract does not cover computer and microcomputer devices, such as terminal keyboards and display units that are not exclusively dedicated to the elevator system. This Contract does not cover telephones installed by others, intercoms, heat sensors, smoke sensors, communications equipment, or safety signaling equipment, or instructions or warnings in connection with use by passengers. Further, we will not be responsible for, required, or liable: (i) to perform any tests other than those required by applicable Elevator Code in effect on the Commencement Date of the initial term; (ii) to make any replacements with parts of a different design or type or where the original item has been replaced by an item of a different design; (iii) to make any changes in the existing design of the Units; (iv) to alter, update, upgrade or modernize Units, whether recommended or directed by governmental authorities or by any third party; (v) to make repairs or replacements necessitated by failures detected during or due to testing of the Units or buried or unexposed hydraulic cylinders or piping; (vi) to replace or repair any component or system utilizing obsolete or discontinued parts, including but not limited to parts for which the original design is no longer manufactured or available for sale by the original equipment manufacturers or that is replaceable only by fabrication or purchase from a different after-market distributor or manufacture; (vii) to replace or repair any equipment (except Screen equipment set forth below) more than twenty (20) years and one calendar day from the original installation date; (viii) to repair or replace any touch screen, touch pad, tactile pad including without limitation LCD, LED, CRT, TFT, DLP, Plasma, or OLED screens (such as, but not limited to, Otis Compass screens) (collectively "Screen") or any component or part directly connected to the Screen for up to and no more than one (1) year and one calendar day from the original installation date; (ix) to provide reconditioned or used parts; (x) to make any replacements, renewals, repairs or provide any service necessitated by reason of any cause beyond our control including, but not limited to, fire, explosion, theft, floods, water, weather, epidemic, pandemic, quarantine, earthquake or other act of nature or God, vandalism, misuse, abuse, mischief, or repairs by others. Otis will not be required to make renewals or repairs necessitated by fluctuations in the building AC power systems, adverse hoistway or machine room conditions (including temperature variations below 60 degrees and above 90 degrees Fahrenheit), or excessive humidity.

UPGRADES

The options and features associated with the service for your unit are priced based upon options and features selected by you and available on your contract start date. Additional features and options released after your contract start date may not be available to you or may be made available to you only at additional cost. These features are designed to operate in the current technological environment.

OTIS SERVICE EQUIPMENT, SOFTWARE, AND ANALYTICS

Any counters, meters, tools, machinery, remote monitoring devices, or communication devices which we may use or install under this Contract remain our property, solely for the use of Otis employees. Such service equipment is not considered a part of the Units. You grant us the right to store or install such service equipment in your building and to electrically connect it to the Units. You will restrict access to the service equipment to authorized Otis personnel. You agree to keep the software resident in the service equipment in confidence as a trade secret for Otis. You will not permit others to use, access, examine, copy, disclose or disassemble the service equipment or the software resident in the service equipment for any purpose whatsoever. If the Contract or service is terminated for any reason, we will be given access to your premises to remove the service equipment, including the resident software, at our expense.

Software owned by Otis may be embedded in parts or otherwise provided by Otis as part of this Contract. Otis grants to you the non-exclusive right to use this software only for operation of the units for which the part was provided. You may not otherwise copy, display, adapt, modify, distribute, reverse assemble, reverse compile, disassemble, decompile, or otherwise translate the software. You will not transfer possession of the

software except as part of a transfer of ownership of the Units and the assumption of the rights and obligations under this Contract by the transferee.

Otis may at its sole and absolute discretion employ remote diagnostics and predictive analytics to provide customized service and improve efficiency and increase your satisfaction ("Otis Service Software" or "Service Software"). The Otis Service Software is an Otis trade secret deployed pursuant to your service contract to enhance our efficiency and your experience with Otis service. The data generated by these Otis service diagnostic and predictive analytical tools shall be and remain the property of Otis. You agree to keep the Service Software in confidence and proprietary to Otis. You will not permit others to use, access, examine, copy, disclose, reverse engineer, decompile or disassemble the Service Software for any reason, except as otherwise required by law or Court Order. Upon termination of this Contract, regardless of the reason, Otis may disable either remotely and/or via onsite visit (which you hereby permit) such Service Software. You retain your rights to any software not provided by Otis contained in the Units.

QUALITY AUDITS

Otis may periodically conduct audits not only to assess the functionality of your equipment, but also to assess more broadly Otis product and service offerings, to understand usage, performance, or to simply evaluate the products and determine next generation. Otis shall own this information. This audit activity may be done on-site by Otis personnel or remotely through Otis Service equipment installed on your unit depending upon the audit purpose. Customer shall have the right to request information specific to its units or equipment which is collected as part of any and all audits, and Otis shall not unreasonably delay providing said information.

MAINLINE DISCONNECTS

You agree to engage a qualified electrician on an annual basis to service the elevator mainline disconnects located in the elevator equipment room.

ACCESS

You agree to provide us with a safe workplace as well as unrestricted ready and safe access to all areas of the building in which any part of the Units are located and to keep all machine rooms and pit areas free from water, stored materials, debris, and other potentially hazardous conditions.

ENVIRONMENTAL PROTECTION

Otis has practices in place to reduce generation of waste materials, to minimize risks to the environment, customers, the general public and Otis employees, and to comply with federal and state environmental laws and regulations. Material Safety Data Sheet (MSDS) Manuals are available for review at your request. You assume responsibility for and agree to remove and remediate any waste or hazardous materials including but not limited to hydraulic oil spills, asbestos, or other hazardous materials in accordance with applicable laws and regulations.

MALFUNCTIONING UNITS OR DANGEROUS CONDITIONS

If any Unit is malfunctioning or is in a dangerous condition, you agree to immediately notify us using the 24-hour OTISLINE™ service. Until the problem is corrected and the malfunction or dangerous condition is eliminated, you agree to remove the Unit from service and take all necessary precautions to prevent access or use.

INSTRUCTIONS / WARNINGS

You agree to properly post, maintain, and preserve any and all instructions or warnings to passengers in connection with the use of any Units.

LOCK OUT / TAG OUT ("LOTO")

In furtherance of OSHA's directive contained in 29 C.F.R. § 1910.147(f)(2)(i), which requires that a service provider (an "outside employer") and its customer (an "on-site employer") must inform each other of their respective lock out/tag out ("LOTO") procedures whenever outside servicing personnel are to be engaged in control of hazardous energy activities on the customer's site, Otis incorporates by reference its mechanical LOTO procedures and its electrical LOTO procedures. These procedures can be obtained at www.otis.com by clicking on "Tools & Resources" on the home page, selecting "Lockout Tagout Policy" under the "Safety Information" column and downloading the "Lockout Tagout Policy Otis 6.0" and "Mechanical Energy Policy Otis 7.0," or the then most current version, both of which are in .pdf format. You agree that you will disseminate these procedures throughout your organization to the appropriate personnel who may interact with Otis personnel while Otis personnel are working on site at your facility and will ensure that such personnel comply with these LOTO procedures while Otis personnel are working on site.

WIRING DIAGRAMS

You agree to provide us with current wiring diagrams reflecting all previously made changes for Units covered by this Contract to facilitate proper maintenance of the equipment as set forth in this Contract. Otis shall maintain the wiring diagrams so that they properly reflect any changes made by Otis to the equipment. These diagrams will remain your property.

SERVICE TOOLS

You are responsible to secure our right to use any special service tools required to maintain your non- Otis equipment. These tools must be provided prior to us beginning maintenance on such equipment.

RESPONSIBILITY FOR THE UNITS

It is agreed that Otis does not assume possession or control of the Units, that such Units remain yours solely as owner and operator, lessee, or agent of the owner or lessee, and that you are solely responsible for all requirements imposed by any federal, state, or local law, Code, ordinance or regulation.

CODE VIOLATIONS

You assume responsibility for the cost of correcting all Elevator Code violations existing as of the Commencement Date, as well as throughout the duration of the Contract. If such Elevator Code violations or other outstanding safety violations are not corrected in accordance with this Contract, Otis may, in addition to any other remedies resulting from material breach of your obligations hereunder, with respect to the equipment not meeting Elevator Code requirements, cancel and remove such equipment from this Contract without penalty to Otis by providing thirty (30) days written notice.

THIRD PARTY INTERFACE

Should you require us to interface with a third party, Otis will add an appropriate fee to cover the additional cost associated with this service.

ELECTRICAL AND LIGHTING REQUIREMENTS

You agree to provide a grounded, 3-prong electrical system and proper lighting in the machine rooms and pits.

ACCIDENT

You will provide Otis with written notice within twenty-four (24) hours after occurrence of any accident or incident in or about the elevator (s) and/or escalator(s) that leads to any injury or is alleged to cause any injury. You will provide such written notice to us, and if required by law, to any local authorities. You further agree to preserve any parts that are replaced after such an incident.

ENTRAPMENT

In the event City of Griffin extracts an entrapped passenger, Otis Elevator will not be liable for any injury, damages, or death that may occur as a result of the extraction of entrapped passengers by unqualified elevator personnel.

ALTERATIONS

You will not allow others to make alterations, additions, adjustments, or repairs to the units, unless prior written notice at least 30 days in advance is provided to Otis of the proposed alterations additions, adjustments, or repairs to the units, and Otis acknowledges its receipt in writing. Otis acknowledges that Customer intends to update and modernize the elevators within the Initial Term of this Contract.

If any alterations, additions, adjustments, or repairs are made by another elevator provider Otis Elevator reserves the right to inspect said work to ensure quality of workmanship and observe operation of the elevator. As these repairs being inspected were conducted by another company Otis reserves the right to charge on a time and materials basis the time required to conduct said inspection.

TELEPHONE

Otis shall not be liable for any claim, injury, delay, death or loss or property, or damage resulting from telephone equipment failure, false alarms, interruption of telephone service, or "no voice calls", i.e. calls from inside the equipment to OTISLINE™ where there is no verbal response to the OTISLINE™ operator. It is your responsibility to maintain the telephone equipment and have a representative available to receive and respond to OTISLINE™ calls.

PRIVACY

The products and/or services being provided may result in the collection of Personal Information. The Parties will comply with applicable Data Privacy Laws as they pertain to personal information processed in connection with activity under this Contract. "Personal Information" shall mean information and data exchanged under this Contract related to an identifiable natural person. "Processing" of Personal Information shall mean the operation or set of operations whether automated or not, performed on Personal Information such as collecting, recording, organizing, structuring, storing, adapting, altering, retrieving, consulting, using, disclosing, sharing or erasing. "Controller" shall mean the party that determines the purposes and means of processing Personal Information. With respect to any Personal Information provided by you to Otis, you shall be the Controller and you warrant that you have the legal right to share such Personal Information with Otis and you shall be responsible for all obligations relating to that data, including without limitation providing notice or obtaining consent as may be required by law. Once you have lawfully provided Personal Information to Otis, you and Otis shall become co-Controllers. Otis may share such Personal Information internally, across borders and with service providers in accordance with applicable Data Privacy Laws. Otis may transfer information subject to corporate rules of its parent company. Otis may store Personal Information provided by you on servers located and accessible globally by Otis or its parent and their services providers. The parties agree to cooperate and to take reasonable commercial and legal steps to protect Personal Information against undue disclosure. In this regard each party shall notify the other in the event of a data breach, which shall include the actual or unauthorized access to or possession of, or the loss or destruction of, Personal Information, whether intentional or accidental. The party whose system was compromised in the data breach incident shall be responsible for any notifications and associated costs. Should either party receive in any form, (i) a complaint or allegation indicating a violation of applicable data privacy law, (ii) a request seeking access to correct or delete Personal Information or (iii) an inquiry or complaint related to the processing of personal information, said party shall take reasonable commercial steps to immediately notify the other party.

PURCHASE ORDERS

Any purchase order issued by you in connection with services to be provided by Otis shall be deemed to be issued for your administrative or billing identification purposes only, and shall not be binding upon Otis under any circumstance. The parties agree that the terms and conditions contained herein will exclusively govern the services to be provided.

MATERIAL BREACH BY CUSTOMER

Failure to pay any sum due by you within sixty (60) days will be considered a material breach under this Contract. You agree to pay a late charge from the date such sums become due of one and one-half

percent (1.5%) per month (18% per annum), or the highest legally permitted rate, whichever is less, on any balance past due for more than thirty (30) days, together with all costs (including, but not limited to, legal fees) incurred by us to collect any overdue amounts. In addition, the following events shall constitute a material breach of your obligations under this Contract: (1) failure to notify Otis of a dangerous condition or malfunction, or for a Unit that has a dangerous condition or is malfunctioning, to take the unit out of service; (2) failure to provide unrestricted and safe access to all areas of the building in which any part of the Units are located; (3) failure to provide a safe workplace or failure to adhere to our safety requirements; (4) failure to remove hazardous waste; (5) failure to adhere to lock-out/tag-out procedures; (6) failure to upgrade, improve or modernize the Units if Otis reasonably determines that such Units are unsafe to employees, inspectors or the riding public without such upgrades, improvements or modernization; and/or (7) failure to correct Elevator Code violations. In the event of a material breach by you, Otis shall be entitled to immediately suspend the affected Units or terminate service without prejudice to Otis, at its sole discretion.

TERMINATION FOR CUSTOMER'S BREACH

If this Contract is terminated for your material breach or for any reason other than our own default, you agree to immediately pay as liquidated damages, fifty percent (50%) of the remaining amount due under the current term of this Contract. The parties agree that quantifying Otis' losses arising from your material breach or premature termination would be difficult and uncertain, and further agree that the agreed upon formula is not a penalty, but rather a reasonable measure of Otis' damages which are based on Otis' experience in the elevator service industry and the losses that may result from such premature termination or material breach of this Contract.

TRANSFER OF INTEREST IN PROPERTY

In the event that you sell the property or your interest in the property is terminated prior to the expiration of the Contract, you agree to undertake best efforts to assign the Contract to the new owner or successor and to cause the new owner to assume your obligations under this Contract.

FORCE MAJEURE

Otis shall not be liable for any loss, damage or delay due to any cause beyond our reasonable control including, but not limited to, acts of government, strikes, lockouts, other labor disputes, fire, explosion, theft, floods, water damage, weather damage, extreme weather, traffic conditions, epidemic, pandemic, quarantine (including Covid-19), sabotage, national emergency, act of terrorism, earthquake, riot, civil commotion, war or insurrection, vandalism, misuse, abuse, mischief, or acts of God or nature.

LIMITATION ON DAMAGES

Other than as specifically set forth above, under no circumstances (including third party claims) will either party be liable for any indirect, special, or consequential damages of any kind, including, but not limited to, fines or penalties, loss of profits, loss of rents, loss of good will, loss of business opportunity, additional financial costs, or loss of use of any equipment or property, whether in contract, tort, warranty or otherwise.

INSURANCE

Otis agrees to maintain the following insurance throughout the term of the Contract: General Liability coverage in the amount of $1,000,000 per occurrence and $2,000,000 in the aggregate; Automobile Liability in the amount of $1,000,000 Combined Single Limit for Bodily Injury and Property Damage; Worker's Compensation in accordance with applicable statutory requirements, and Employer's Liability for: (i) bodily injury by each accident, up to the $1,000,000 applicable annual limit per insured, (ii) bodily injury by disease, each employee up to the $1,000,000 applicable annual limit per insured. We shall maintain worker's compensation and employers' liability insurance covering our liability for injury or death sustained by our employees, and comprehensive general liability insurance. You shall insure that all risk insurance upon the full value of the Work and material delivered to the job site is maintained at no cost to us, but Otis acknowledges that the City will not be listing Otis as an additional insured. Otis does not participate in SDI programs.

CERTIFICATES
If either party so requires, in writing, the other party shall furnish a copy of the certificates of insurance evidencing the above insurance coverages. Otis acknowledges that Customer, upon request, shall furnish a "Certificate of Insurance/Coverage" form evidencing said coverage.

CONFIDENTIALITY

Customer shall not disclose to any third party the terms of this Contract except as required by law or as necessary for the purposes of obtaining professional legal or accounting advice. This confidentiality provision is an integral part of this Contract and is a material condition upon which this Contract is based and shall survive the termination of this Contract.

ENTIRE CONTRACT

This Contract constitutes the entire and exclusive agreement between us for the services to be provided and your authorization to perform as outlined herein. Except as otherwise expressly stated herein, all prior or contemporaneous oral or written representations or agreements regarding the subject matter herein not incorporated herein will be superseded.

This Contract will be deemed voidable, even after execution, if it is determined at Otis' discretion that performance of the services and/or engagement in the contractual relationship/transaction will violate, or is otherwise restricted by, any and all laws, regulations and/or orders, including sanctions laws, that are applicable to Otis or otherwise apply to Otis' operations.

GOVERNING LAW

This Contract shall be governed by, and construed in accordance with, the internal laws of the State of Georgia, without the application of choice of laws principles. The waiver or failure of either party to exercise in any respect any right provided for herein shall not be deemed a waiver of any further right hereunder.

AMENDMENT

This Contract may not be changed, modified, revised or amended unless in writing signed by you and an authorized representative of Otis. Further, any manual changes to this form will not be effective as to Otis unless initialed by an authorized representative of Otis.

SPECIAL PROVISIONS

See attached documents Exhibit A for City of Griffin's RFP specifications and Exhibit B for Otis' exclusions tothe agreement which are hereby incorporated herein.

Signature Service

SUBMITTED BY: Izzy Jahnke
TITLE: Business Development Associate
E-MAIL: izzy.jahnke@otis.com

Accepted in Duplicate

OTIS MAINTENANCE

City of Griffin	Otis Elevator Company
Date: February 14, 2023	Date: 1/22/2023
Signed:	Signed:
Name: Douglas S. Hollberg, Mayor	Name: Anthony Dlegado General Manager, Atlanta
Attest: Jessica W. O'Connor, Secretary	Email: Anthony.Dlegado@otis.com

Approved as to Form:

Andrew J. Whalen, III

Andrew J. Whalen, III, City Attorney

The undersigned has been granted specific authority only to sign this contract subject to the OTIS acknowledgment #QTE-001138166 attached hereto and made a part hereof.

Point of Contact: Mariza Eller, Director of Public Works
Email: meller@cityofgriffin.com

Company Name: City of Griffin

BILL TO INFORMATION

Company Name: City of Griffin
Address: 100 S. Hill St.
Address 2: P.O. Box T
City: Griffin
State: Georgia
Zip Code: 30224

ACCOUNTS PAYABLE CONTACT

Name: Ashley Reum
PhoneNumber: 770-229-6401
Fax Number: 678-692-0402
E-mail: areum@cityofgriffin.com

TAX STATUS

Are you tax exempt? (Yes or No)
If yes, please provide tax exempt certificate

Do you require a Purchase Order be listed on your invoices? (Yes or No)
If yes, please provide contact info for PO renewal:

Name:

Fax:

Phone:

E-Mail:

AGENDA ITEM SUMMARY

ITEM SUMMARY:

Consider a request to rezone property located at 735 West Solomon Street consisting of 0.08 +/- acres from Medium Density Residential (MDR) to Planned Commercial Development (PCD). *Director of Planning and Development, Michelle Haynes, will address.*

SPECIAL CONSIDERATIONS OR CONCERNS:

The applicants, Veronica Ramirez and Zaida Garcia, are requesting a zoning change from Medium Density Residential (MDR) to Planned Commercial Development (PCD) for the parcel located at 735 West Solomon Street. In the past, the use has been residential. The property is vacant at this time. The applicant, Ms. Garcia, currently rents a booth at a local salon, and it is her goal to use this location to open her own beauty salon. In order to do so, the zoning will need to change from Medium Density Residential, (MDR) to Planned Commercial Development, (PCD). The subject property is a 0.08 +/- acre tract of land and the rezoning would apply to 0.08 + acres.

STAFF RECOMMENDATION:

Planning staff recommends APPROVAL of the request (25-REZ-01) to rezone 0.08+/- acres tract of land located at 735 West Solomon Street from Medium Density Residential to Planned Commercial Development.

FINANCIAL IMPACT:

N/A

Submitted By:
Michelle Haynes,MPA

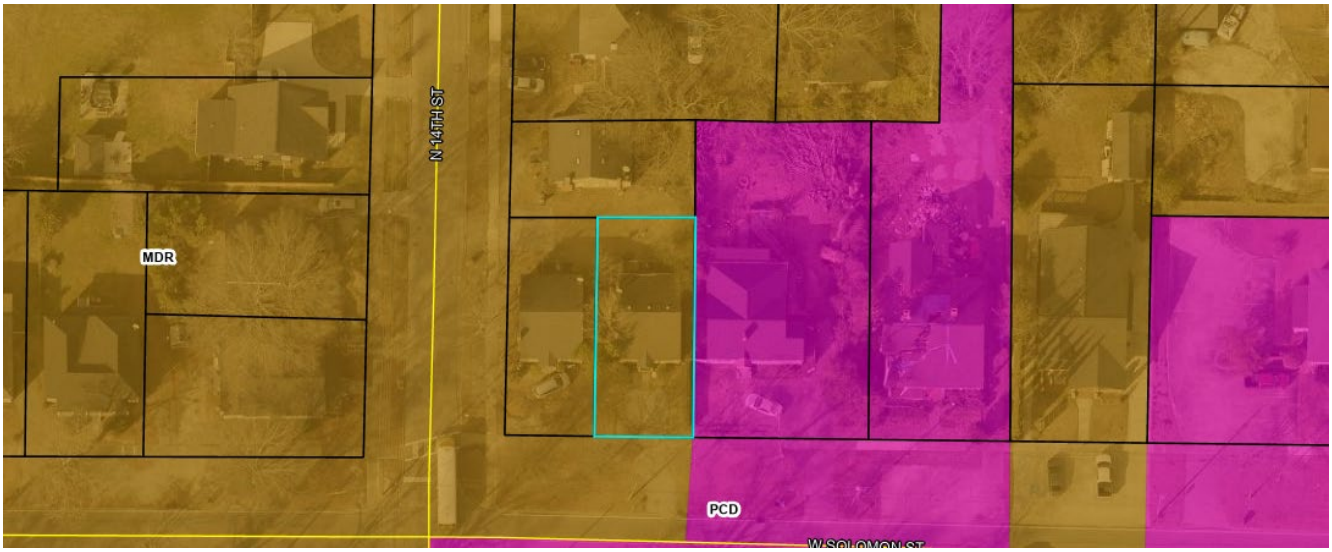
Meeting Date:
22/04/2025

Reviewed By:
Jessica O'Connor

ATTACHMENTS:
25-REZ-01 735 W Solomon St Staff Report.pdf
Application.pdf
Rezoning Ordinance 25-REZ-01, 735 W Solomon St - PCD.pdf

735 West Solomon Street
REZONING REQUEST
(Project No. 25-REZ-01)

Applicant: Verónica Ramírez and Zaida García
Owner: Verónica Ramírez and Eliodoro Ramírez Martínez



Current Land Use Classification	Residential
Current Zoning	Medium Density Residential
Proposed Zoning	Planning Commercial Development
Character Area	Mixed Use
Proposed Use	Commercial
Parcel Size	0.08 +/- acres
Map, Block & Lot Number	Map 011 Block 08 Lot 012A
Planning & Zoning Board	April 21, 2025
City Commission	April 22, 2025
City Commission Member	District 2 Rose Curtis
Planning Board Member	District 2 Kenda Amin
Citizen Notification	Legal notice was run in the April 5, 2025 edition of the Griffin Daily News for the Planning & Zoning Meeting and for the City Board of Commissioners Public Hearing. A sign was placed on the proposed property illustrating the purpose, date and time of both meetings on April 4, 2025.

Proposal/Site Location:

The applicants, Veronica Ramirez and Zaida Garcia, are requesting a zoning change from Medium Density Residential (MDR) to Planned Commercial Development (PCD) for the parcel located at 735 West Solomon Street. In the past, the use has been residential. The property is vacant at this time. The applicant, Ms. Garcia, currently rents a booth at local salon and it is her goal to use this location to open up her own beauty salon. In order to do so, the zoning will need to change from Medium Density Residential, (MDR) to Planned Commercial Development, (PCD). The subject property is a 0.08 +/- acre tract of land and the rezoning would apply to 0.08 +/- acres.



Sent from my iPhone



Zoning Ordinance Sections applicable to this Application:

The following sections of the City of Griffin Zoning Ordinance apply to the rezoning request:

- Article 4. Section 405 - Standards for review for zoning amendments (Rezoning)
- Article 4. Section 408 - Public Hearings
- Article 7. Section 708 – Medium Density Residential (MDR)
- Article 7. Section 714 – Planned Commercial Development (PCD)

The following sections of the City of Griffin 2024 - 2044 Comprehensive Plan Update apply to this request:

Section	Consistency	Reason
Housing	N/A	Character Area Map has the subject property planned as Mixed Use
Citizen Notification & Participation	Yes	Legal Notice ran in the April 5, 2025 edition of the G*riffin Daily News* for Planning & Zoning Meeting and for City Board of Commissioners Public Hearing. Signage was placed on the proposed property, illustrating the purpose, date and time of both meetings on April 4, 2025.
Economic Development	Yes	Provide commercial services
Natural & Historic Development	N/A	To staff's knowledge, the property has no historical significance.
Community Facilities	Yes	Water & sanitary sewer are accessible; electricity served by City of Griffin.
Land Use	Yes	Proposed rezoning is consistent with the Comprehensive Plan and the Character Area Map

Application Review

"Article 4. Section 405. Rezonings. All amendments (rezoning) to the Zoning Ordinance shall be evaluated in accordance with the following standards used to interpret the balance between an individual's right to the use of their property and the public health, safety or general welfare of the community. In applying these standards, expression of opinions unsupported by objective factual analysis, using the criteria set forth below, should not be considered by the Board of Commissioners."

a. **Existing uses and zoning of adjacent property**.

Direction	Zoning	Existing Uses
North	MDR	Residential
South	PCD	Commercial
East	PCD	Residential (nonconforming)
West	MDR	Residential

The subject property is currently zoned Medium Density Residential (MDR). The properties immediately adjacent to the north and the west are zoned Medium Density Residential (MDR). The properties immediately adjacent to the south and east are Planned Commercial Development (PCD).

b. **Does the property to be affected by the rezoning proposal have a reasonable economic use as currently zoned, although such use may not be its highest and best potential use?**

The property subject to the rezoning proposal may have a reasonable economic use under its current zoning designation of Medium Density Residential. Prior to the sale, the property remained vacant. By rezoning the parcel to Planned Commercial Development, this will allow the owner to create an owner-occupied business. The owner has no intention of renting out the property for residential purposes.

c. **Will the requested proposed zoning permit a use that is suitable in regards to the use and development of adjacent and nearby property**?

The proposed zoning will permit a use that is suitable in regards to the use and development of adjacent and nearby properties. The Comprehensive Plan has this address located in the Mixed-Use area. Recommended land uses for this area are general commercial, office, medical/dental clinics, governmental/institutional, general retail and residential. The appropriate zoning designations for the Mixed-Use area are the Mixed-Use overlays. The proposed zoning of Planned Commercial Development can be considered suitable.

d. **What is the relative gain to the public as compared to the hardship imposed upon the individual property owner (applicant) by maintaining the existing zoning?**

There is no relative gain to the public in maintaining the existing zoning for the 0.08-acre tract. Rezoning does not go against the intent of the Comprehensive Plan which has residential and commercial in the Mixed-Use area. Should the use stay residential, the owner would only be required to get an electrical reconnect inspection. By leaving the zoning as residential, the building would be used as a residence and would need to be rented out. The rezoning would allow the use of the property to be as commercial property which will be occupied by the owner.

e. **The suitability of the subject property for the purposes for which the applicant seeks to have it rezoned, including availability of existing infrastructure**.

The area designated as Mixed-Use areas are characterized by combination of residential, commercial and office uses with pedestrian-friendly access. Mixed-use areas are suitable for high density and are usually multimodal for all users. The proposed business will be a small hair salon within walking distance of residents living in the surrounding area. Economic Development (ED)Action 3.1(1) for the Mixed-use areas is to increase quality of life amenities by improving existing city facilities and adding more entertainment features and point of interest. The rezoning of this property will help to accomplish this goal. The proposed rezoning is consistent with the City of Griffin Comprehensive Plan and the Character Area Map. The use of this parcel is currently residential and the City of Griffin supplies the water, sewer, and electric. There are a few off street parking spaces for the customers to be able to use.

f. **The compatibility of the applicant's proposed use of the property, if rezoned, with surrounding properties and uses (the applicant should address measures to reduce negative impacts of the proposed use, including any conditions attached to a recommendation for rezoning by the Zoning Administrator and/or Planning and Zoning Board)**.

The applicant's rezoning request to Planned Commercial Development (PCD) is compatible with surrounding properties and uses; the Comprehensive Plan and the Character Area map indicate this parcel can be either residential or commercial. According to Article 714A of the UDC, the intent of the Planned Commercial Development is to promote and encourage the clustering of commercial uses which occur along arterial thoroughfares; to promote and encourage the infill of commercial uses between existing commercial uses along arterial thoroughfares; to limit the number of access points from PCD to an arterial thoroughfare; to limit commercial development which occurs outside the CBD to areas on an arterial thoroughfare adjacent to existing commercial development. By leaving the zoning as residential, the building would most likely remain vacant or used as a rental.

g. **Any environmental, historic, cultural or aesthetic concerns unique to the subject property or proposed use, and how applicant proposes to mitigate any negative impacts on surrounding properties and the community at large**.

Planning and Development staff is not aware of an historic or cultural concerns unique to the subject property.

h. **Whether there has been a change in conditions of the subject property or properties in the vicinity of the subject, which give supporting grounds for either approval or disapproval of the zoning proposal.**

There have not been any changes of the subject property or others in the vicinity.

i. **If applicable, the length of time the subject property has been vacant or substandard as zoned, when considered in the context of land development in the vicinity of the property**.

The property is currently vacant and has been vacant for at least 6 months. The applicant recently purchased the property and has been unable to have a commercial business due to the residential zoning.

Staff Comments:

The applicants, Veronica Ramirez and Zaida Garcia, are requesting a zoning change from Medium Density Residential (MDR) to Planned Commercial Development (PCD) for the parcel located at 735 West Solomon Street. In the past, the use has been residential. The property is vacant at this time. The applicant, Ms. Garcia, currently rents a booth at local salon and it is her goal to use this location to open up her own beauty salon. In order to do so, the zoning will need to change from Medium Density Residential, (MDR) to Planned Commercial Development, (PCD). The subject property is a 0.08 +/- acre tract of land and the rezoning would apply to 0.08 +/- acres.

Planning and Development Staff Recommendation(s):

Planning staff recommends APPROVAL of the request (25-REZ-01) to rezone 0.08 +/- acres tract of land located at 735 West Solomon Street from Medium Density Residential to Planned Commercial Development.

Submitted by:

Eva Morales
Principal Planner
Planning and Development

PLANNING AND DEVELOPMENT SERVICES DEPARTMENT
APPLICATION FOR REZONING

Date Received: 2/24/2025 Application Number: 25-REZ-01

Instructions for Applicant:

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

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

Rezoning Application Submission Requirements:

1. Complete Rezoning Application
2. Complete Rezoning Questionnaire
3. Property Owner or Owner's Representative Authorized Form
4. Conflict of Interest Disclosure
5. Site Plan or drawing of the respective development
6. Development of Regional Impact (if applicable)
7. Fees Due: Commercial $400.00/Residential $300.00

CITY ACTIONS:

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

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

PLANNING AND DEVELOPMENT SERVICES DEPARTMENT
APPLICATION FOR REZONING

Date Received: 2-24-25 Application Number: 25-REZ-01

Applicant/Agent/Representatives Name:
Veronica Ramirez, Zaida Garcia

Address: 735 Solomon St. (west)

City: Griffin State: GA Zip: 30223

Telephone Number(s): 470 213 3544 Email: zjgarcia90@yahoo.com

Project Name/ Description: Beauty Parlor

Address: 735 Solomon St. (west)

Parcel Number(s): _____ Current Zoning: Residential Parcel(s) Size: _____

FLUM/Character Area Commercial Requested Zoning Commercial

Property Owner Name: Veronica Ramirez

Address: 155 Madison Place

City: Fayetteville State: GA Zip: 30214

Telephone Number(s): 678 852-0786 Email: _____

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

Zaida Garcia — Applicant Signature
Zaida Garcia — Printed Name
2-24-25 — Date

Applicant Name: Veronica Ramirez

PLANNING AND DEVELOPMENT SERVICES DEPARTMENT
APPLICATION FOR REZONING

Date Received: 2-24-25 Application Number: 25-REZ-01

Project Name/ Description: Beauty Parlor

Address: 735 W. Solomon St. Griffin GA 30223

Requested Zoning & Ordinance Section: _____

The following information must be submitted with the Rezoning Application:

- One (1) copy of a site plan, boundary survey, or Tax Map of the property
- The following information must be submitted with the Rezoning Application:

1. Completed application form.
2. Detailed description of existing land uses on all contiguous property;
3. The location of the subject property including street numbers, if available;
4. A boundary plat of the subject property, prepared in accordance with the Georgia Plat Act, showing the dimensions of acreage, location of tract and location of all existing improvements and easements;
5. A site plan drawn to scale showing:
   a. Any and all improvements to be constructed if the application is approved, along with the proposed use and dimensions of all structures;
   b. A statement with any prior conditions to zoning, plat and/or prior variance request approvals granted by the City of Griffin;
   c. Site plans with variance requests shall indicate the dimension of the proposed subject of the variance request (see 415 [section 410] for variance procedures).
6. Spalding County Tax Map, block and lot number of the appropriate plat reference;
7. The present and proposed zoning district classification for the subject property;
8. The name and address of the owner of the subject property;
9. The area of land of the subject property, stated in square feet if less than one acre;
10. Date of application;
11. Any prior applications or actions for rezoning of all or part of the subject property within the past five years;
12. Documentation supporting the request based upon the standards of this article.

PLANNING AND DEVELOPMENT SERVICES DEPARTMENT
APPLICATION FOR REZONING

Date Received: 2-24-25 Application Number: 25-REZ-01

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

1. Provide a list of the existing uses and zoning of adjacent property.
2. Does the property to be affected by the rezoning have a reasonable economic use as currently zoned, although such use may not be its highest and best potential use?
3. Will the requested zoning permit a use that is suitable in regards to the use and development of adjacent property?
4. What is the relative gain to the public as compared to the hardship imposed upon the individual property owner by maintaining the current Zoning?
5. Is the property suitable for the purposes for which the applicant seeks to have it rezoned, including availability of infrastructure (water, sewer, etc.)? If the required infrastructure is not available, how will it be provided?
6. Is the proposed use of the subject property, if rezoned, compatible with the surrounding properties and uses? If not, the applicant should address the measures to reduce any negative impacts of the proposed use.
7. Are there any environmental, historic, cultural or aesthetic concerns unique to the subject property or properties in the vicinity of the subject property that give supporting grounds for either approval or denial of the rezoning proposal?
8. Has there been a change in conditions of the subject property or properties in the vicinity of the subject which give supporting grounds for wither approval or disapproval of the zoning proposed?
9. If applicable, how long has the subject property been vacant or substandard as zoned, considering the land development in the area of the subject property?

PLANNING AND DEVELOPMENT SERVICES DEPARTMENT
APPLICATION FOR REZONING

Date Received: 2-24-25 Application Number: 25-REZ-01

OWNER'S AUTHORIZATION

This is to certify that: Veronica Ramirez is the Property Owner or Legal Representative of the Owner holding interest in the property that is the subject of the attached application.

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

☒ Rezoning ☐ Variance ☐ Special Use

☐ Development Plan ☐ Plat Approval ☐ Temporary Use

Applicant Name: Veronica Ramirez

Property Owner Signature	Veronica Ramirez Printed Name	2-24-25 Date
Zaida Garcia Legal Representative Signature	Zaida Garcia Printed Name	2-24-25 Date

Savannah A Fenley
Notary Signature

SAVANNAH A FENLEY NOTARY PUBLIC SPALDING COUNTY, GEORGIA MY COMMISSION EXPIRES OCTOBER 04, 2027 Seal

Commission Expiration Date: _____

PLANNING AND DEVELOPMENT SERVICES DEPARTMENT
APPLICATION FOR REZONING

Date Received: 2-24-25 Application Number: 25-REZ-01

CONFLICT OF INTEREST DISCLOSURE

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

☐ Yes ☑ No

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

- Name and position of Government Official:

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

Applicant Signature | Printed Name | Date

1. List of existing uses and zoning of adjacent property.
   - General contract office across the street.
   - Unactive commercial nextdoor.

2. Yes, the property to be affected by the rezoning has a reasonable economic use as currently zoned, although such use may not be its highest and best potential use.

3. Yes, the requested zoning will permit a use that is suitable in regards to the use and development of adjacent property.

4. The Public would gain an honest Beauty service and a refreshing business to Solomon St.

5. Yes the property is suitable for the purpose for which we seek to have it rezoned

6. If rezoned the subject property is compatible with the surrounding properties and uses.

7. NA

8. NA

9. Previously the property was a rental and was vacant for 1 year

Planning and Development Services Department
Application for Rezoning

2. Detailed description

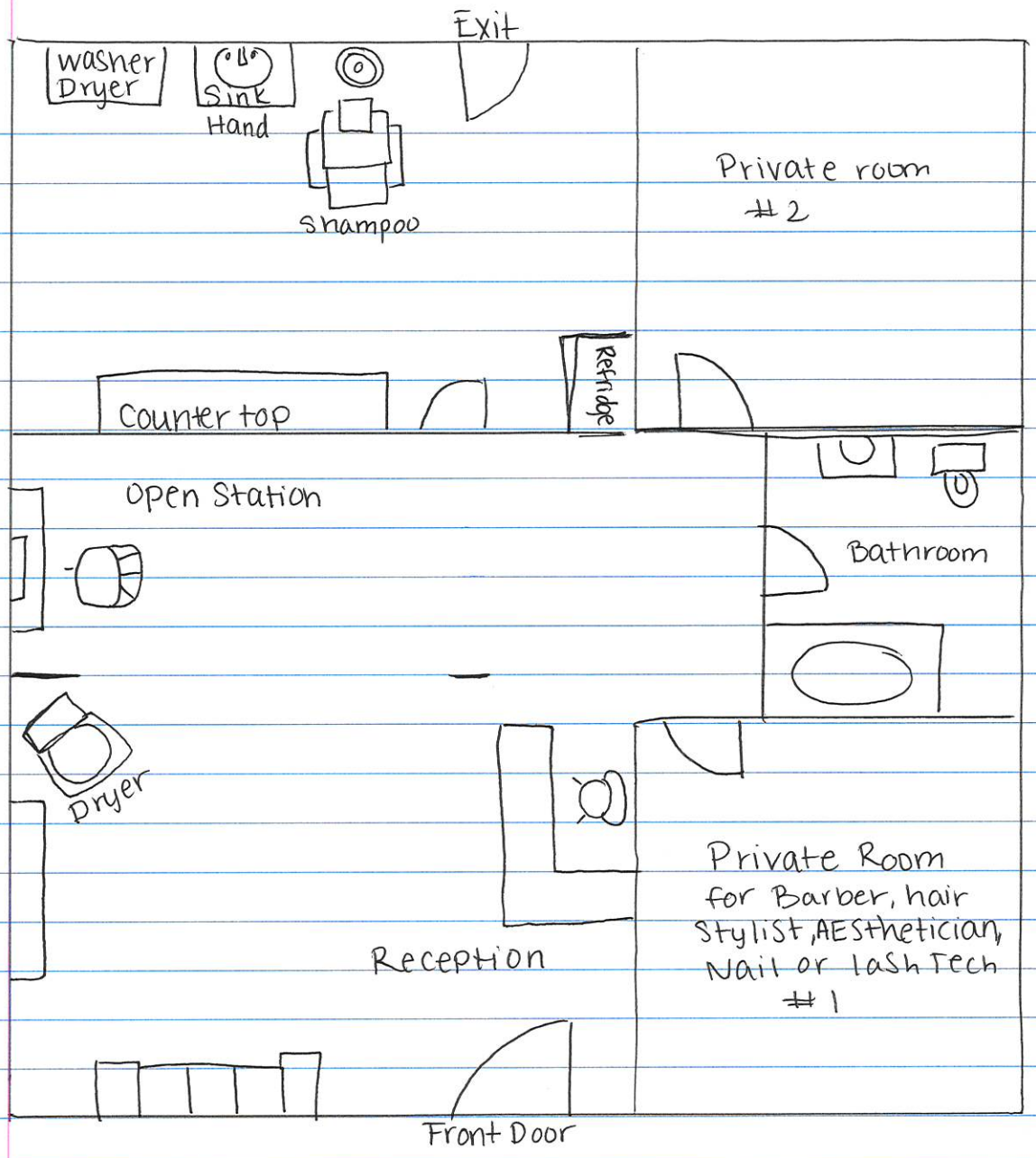
Greetings, my name is Zaida Garcia, daughter and business Partner of Veronica and Elio Ramirez, owners of property 735 W. Solomon St. Griffin. GA. This is a brief detailed description of our intentions for rezoning from residential to commercial.

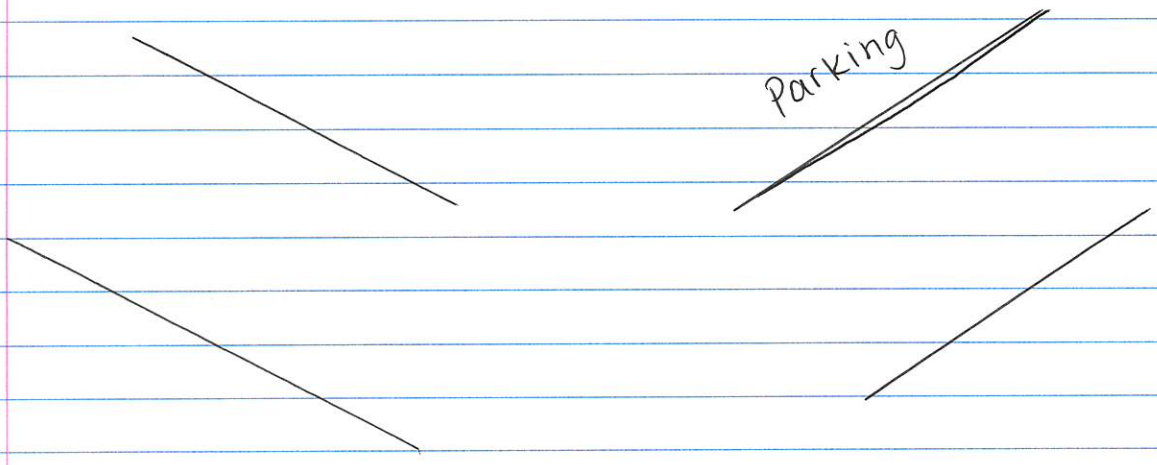
I am currently a booth renter at Southern Styles hair Salon as a licensed Barber with a clientele of 8 years. based on scheduling by appointment only.

Our mission is to relocate my services to 735 Solomon St. alongside 2 other licensed professionals for a more comfortable and humble experience.

We intend to create a well organized, clean and Aesthetically pleasing pusiness in addition to Solomon St.

735 W. Solomon St. Griffin GA 30223





OMB NO. 2502-0265

A.

U.S. DEPARTMENT OF HOUSING & URBAN DEVELOPMENT

FINAL SETTLEMENT STATEMENT

B. TYPE OF LOAN

1. ☐ FHA 2. ☐ FmHA 3. ☒ Conv. Unins. 4. ☐ VA 5. ☐ Conv. Ins.

6. FILE NUMBER: 25GR-00782

7. LOAN NUMBER:

8. MORTGAGE INS CASE NUMBER:

C. NOTE: *This form is furnished to give you a statement of actual settlement costs. Amounts paid to and by the settlement agent are shown. Items marked "[POC]" were paid outside the closing; they are shown here for informational purposes and are not included in the totals.*

1.0 3/98 (25GR-00782 / 16)

D. NAME AND ADDRESS OF BUYER:	E. NAME AND ADDRESS OF SELLER:	F. NAME AND ADDRESS OF LENDER:
Eliodoro Ramirez Martinez and Veronica Ramirez 735 W Solomon St Griffin, GA 30223	AMG Management Company LLC P.O. Box 1219 Stockbridge, GA 30281	

G. PROPERTY LOCATION:	H. SETTLEMENT AGENT: 58-1821378	I. SETTLEMENT DATE:
735 W Solomon St Griffin, GA 30223 Spalding County, Georgia Parcel ID(s): 011 08012A	Wessels & Gerber, P.C. PLACE OF SETTLEMENT: 123 S Hill St. Griffin, GA 30223	February 11, 2025 DISBURSEMENT DATE: February 11, 2025

J. SUMMARY OF BUYER'S TRANSACTION		K. SUMMARY OF SELLER'S TRANSACTION	
100. GROSS AMOUNT DUE FROM BUYER:		**400. GROSS AMOUNT DUE TO SELLER:**	
101. Contract sales price	90,000.00	401. Contract sales price	90,000.00
102. Personal property		402. Personal property	
103. Settlement charges to buyer (line 1400)	1,699.00	403.	
104.		404.	
105.		405.	
Adjustments for items paid by seller in advance		*Adjustments for items paid by seller in advance*	
106. City/Town taxes		406. City/Town taxes	
107. County taxes		407. County taxes	
108. Assessments		408. Assessments	
109.		409.	
110.		410.	
111.		411.	
112.		412.	
120. GROSS AMOUNT DUE FROM BUYER	91,699.00	*420. GROSS AMOUNT DUE TO SELLER*	90,000.00
200. AMOUNTS PAID BY OR IN BEHALF OF BUYER:		**500. REDUCTIONS IN AMOUNT DUE TO SELLER:**	
201. Deposit or earnest money	1,000.00	501. Excess deposit (see instructions)	
202. Principal amount of new loan(s)		502. Settlement charges to seller (line 1400)	4,500.00
203. Existing loan(s) taken subject to		503. Existing loan(s) taken subject to	
204.		504. Payoff of first mortgage loan	
205.		505. Payoff of second mortgage loan	
206.		506.	
207.		507. Dep. disbursed as proceeds	
208.		508.	
209.		509.	
Adjustments for items unpaid by seller		*Adjustments for items unpaid by seller*	
210. City/Town taxes		510. City/Town taxes	
211. County taxes 01/01/25 to 02/10/25	91.80	511. County taxes 01/01/25 to 02/10/25	91.80
212. Assessments		512. Assessments	
213.		513.	
214.		514.	
215.		515.	
216.		516.	
217.		517.	
218.		518.	
219.		519.	
220. TOTAL PAID BY/FOR BUYER	1,091.80	*520. TOTAL REDUCTION AMOUNT DUE SELLER*	4,591.80
300. CASH AT SETTLEMENT FROM/TO BUYER:		**600. CASH AT SETTLEMENT TO/FROM SELLER:**	
301. Gross amount due from Buyer (Line 120)	91,699.00	601. Gross amount due to Seller (Line 420)	90,000.00
302. Less amount paid by/for Buyer (Line 220)	(1,091.80)	602. Less reductions due Seller (Line 520)	(4,591.80)
303. CASH FROM BUYER	90,607.20	*603. CASH TO SELLER*	85,408.20

L. SETTLEMENT CHARGES

		PAID FROM BUYER'S FUNDS AT SETTLEMENT	PAID FROM SELLER'S FUNDS AT SETTLEMENT
700.	**TOTAL COMMISSION Based on Price** $ 90,000.00 @ 5.0000 % 4,500.00		
	Division of Commission (line 700) as Follows:		
701.	$ 2,250.00 to FIV Realty		
702.	$ 2,250.00 to HR Realty		
703.	Commission Paid at Settlement		4,500.00
704.	to		
800.	**ITEMS PAYABLE IN CONNECTION WITH LOAN**		
801.	Loan Origination Fee % to		
802.	Loan Discount % to		
803.	Appraisal fee to		
804.	Credit report to		
805.	Lender's inspection fee to		
806.	Mortgage insurance application fee to		
807.	Assumption fee to		
808.	to		
809.	to		
810.	to		
811.	to		
900.	**ITEMS REQUIRED BY LENDER TO BE PAID IN ADVANCE**		
901.	Interest From 02/11/25 to 03/01/25 @ $ /day (18 days %)		
902.	Mortgage insurance premium for month to		
903.	Hazard insurance premium for year to		
904.	for year to		
905.	to		
1000.	**RESERVES DEPOSITED WITH LENDER**		
1001.	Hazard insurance Months @ $ per Month		
1002.	Mortgage insurance Months @ $ per Month		
1003.	City property taxes Months @ $ per Month		
1004.	County taxes Months @ $ per Month		
1005.	Annual assessments Months @ $ per Month		
1006.	Months @ $ per Month		
1007.	Months @ $ per Month		
1008.	Months @ $ per Month		
1100.	**TITLE CHARGES**		
1101.	Settlement or closing fee to		
1102.	Abstract or title search to		
1103.	Title Exam Fee to Wessels & Gerber, P.C.	225.00	
1104.	Title insurance binder to		
1105.	Document preparation to		
1106.	Notary fees to		
1107.	Attorney Fee to Wessels & Gerber, P.C.	640.00	
	(includes above item numbers:)		
1108.	Owner's policy premium to Wessels & Gerber, P.C.	594.00	
	(includes above item numbers:)		
1109.	Lender's coverage		
1110.	Owner's coverage $ 90,000.00 594.00		
1111.	Technology Fee to Wessels & Gerber P.C.	75.00	
1112.	Wire Fee to Wessels & Gerber, P.C.	30.00	
1113.	e-Recording & Processing to Wessels & Gerber, P.C.	20.00	
1200.	**GOVERNMENT RECORDING AND TRANSFER CHARGES**		
1201.	Recording fees: Deed $ 25.00; Mortgage ; Releases	25.00	
1202.	City/County tax/stamps: Deed ; Mortgage		
1203.	State Transfer Tax/Intangib Deed $ 90.00; Mortgage	90.00	
1204.	to		
1205.	to		
1300.	**ADDITIONAL SETTLEMENT CHARGES**		
1301.	Survey to		
1302.	Pest inspection to		
1303.	to		
1304.	to		
1305.	to		
1400.	**TOTAL SETTLEMENT CHARGES (Enter on Lines 103, Section J and 502, Section K)**	1,699.00	4,500.00

Final HUD-1, Attachment

Buyer: Eliodoro Ramirez Martinez and Veronica Ramirez

Seller: AMG Management Company LLC
P.O. Box 1219
Stockbridge, GA 30281

Lender:

Settlement Agent: Wessels & Gerber, P.C.
(770)229-7140

Place of Settlement: 123 S Hill St.
Griffin, GA 30223

Settlement Date: February 11, 2025

Disbursement Date: February 11, 2025

Property Location: 735 W Solomon St
Griffin, GA 30223
Spalding County, Georgia
Parcel ID(s): 011 08012A

I have carefully reviewed the HUD-1 Settlement Statement and to the best of my knowledge and belief, it is a true and accurate statement of all receipts and disbursements made on my account or by me in this transaction. I further certify tha I have received a copy of the HUD-1 Settlement Statement.

Eliodoro Ramirez Martinez (SEAL)
Eliodoro Ramirez Martinez

Veronica Ramirez (SEAL)
Veronica Ramirez

AMG Management Company LLC

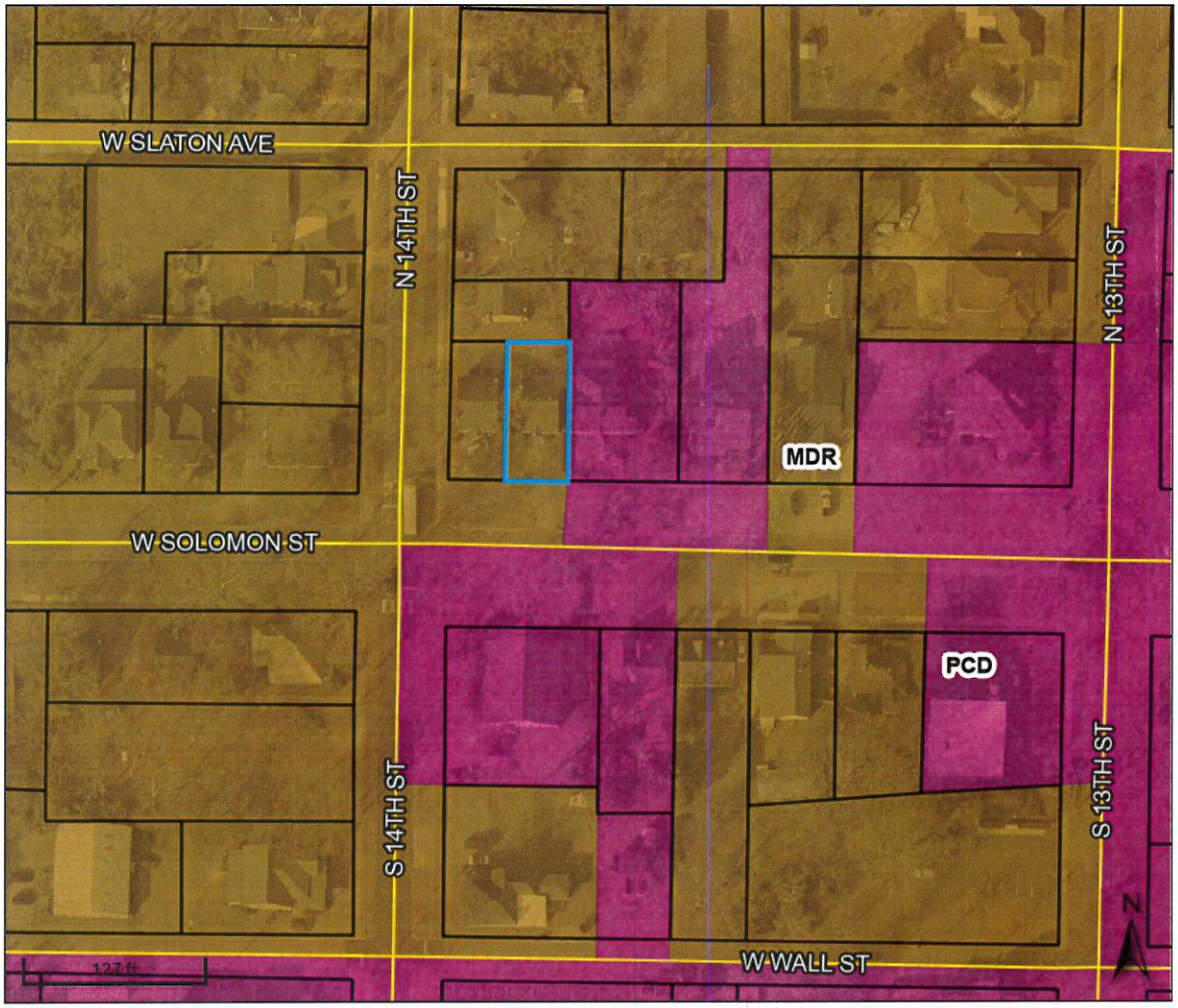
BY: _____ (SEAL)
Demestrius Gatling
Managing Member

To the best of my knowledge, the HUD-1 Settlement Statement which I have prepared is a true and accurate account of th funds which were received and have been or will be disbursed by the undersigned as part of the settlement of this transaction.

Katlyn Branom
Settlement Agent

WARNING: It is a crime to knowingly make false statements to the United States on this or any similar form. Penalties upon conviction can include a fine and imprisonment. For details see: Title 18 U.S. Code Section 1001 and Section 1010.

qPublic.net™ Spalding County, GA



Overview



Legend

Parcels

Roads

Parcel ID	011 08012A	**Owner**	AMG MANAGEMENT COMPANY LLC	**Last 2 Sales**			
Class Code	Residential		PO BOX 1219	**Date**	**Price**	**Reason**	**Qual**
Taxing District	GRIFFIN		STOCKBRIDGE, GA 30281	5/23/2023	$54750	FM	Q
Acres	0.08	**Physical Address**	735 W SOLOMON ST	11/30/2018	$220000	MT	U
		Assessed Value	Value $53502				
		Land Value	Value $3900				

(Note: Not to be used on legal documents)

Date created: 2/24/2025
Last Data Uploaded: 2/24/2025 6:12:27 AM

Developed by SCHNEIDER GEOSPATIAL

Spalding County, GA

Summary

Parcel Number	011 08012A
Account/Realkey	2057
Location Address	735 W SOLOMON ST
Legal Description	W SOLOMON ST (Note: Not to be used on legal documents)
Class	R3-Residential (Note: This is for tax purposes only. Not to be used for zoning.)
Tax District	GRIFFIN (District 01)
Millage Rate	38.584
Acres	0.08
Homestead Exemption	No (S0)
Landlot/District	144 / 02

View Map



Owner

AMG MANAGEMENT COMPANY LLC
PO BOX 1219
STOCKBRIDGE, GA 30281

Land

Type	Description	Calculation Method	Square Footage	Frontage	Depth	Acres	Lots
Residential	W Solomon & W Bank	Lot	3,663	37	99	0.08	1

Residential Improvement Information

Style	One Family
Heated Square Feet	910
Interior Walls	Sheetrock
Exterior Walls	Vinyl Siding
Foundation	Masonry
Attic Square Feet	0
Basement Square Feet	0
Year Built	1940
Roof Type	Shingles - Asphalt
Flooring Type	Carpet/Hdwd/Tile
Heating Type	Central AC (Heat/Cool)
Number Of Rooms	6
Number Of Bedrooms	2
Number Of Full Bathrooms	1
Number Of Half Bathrooms	0
Number Of Plumbing Extras	2
Value	$49,602
Condition	Average
Fireplaces\Appliances	Const 1 sty 1 Box 2
House Address	735 W SOLOMON ST

Permits

Permit Date	Permit Number	Type	Description
07/12/2005	05.1430	RENOVATIONS	GENERAL REPAIRS

Sales

Sale Date	Deed Book / Page	Plat Book / Page	Sale Price	Reason	Grantor	Grantee
5/23/2023	5124 98	8 409	$54,750	FAIR MARKET - IMPROVED	SANDERS NAPOLEON	AMG MANAGEMENT COMPANY LLC
11/30/2018	4355 284		$220,000	MULTIPLE PARCELS	DALLAS WILLIAM M III & JAMES L OGLETREE	SANDERS NAPOLEON
1/20/1995	1281 24		$95,000	MULTIPLE PARCELS	FORRER ARTHUR	DALLAS WILLIAM M III & JAMES L OGLETREE
12/21/1973	365 131		$1,000	NON FAIR MARKET VALUE	HARDY SUE S	FORRER ARTHUR
6/10/1971	294 747		$11,500	FAIR MARKET - IMPROVED	FORRER ARTHUR	HARDY SUE S
10/6/1967	263 347		$41,350	MULTIPLE PARCELS	PERSONS R O	FORRER ARTHUR
2/21/1940	89 26		$0	NON FAIR MARKET VALUE		PERSONS R O

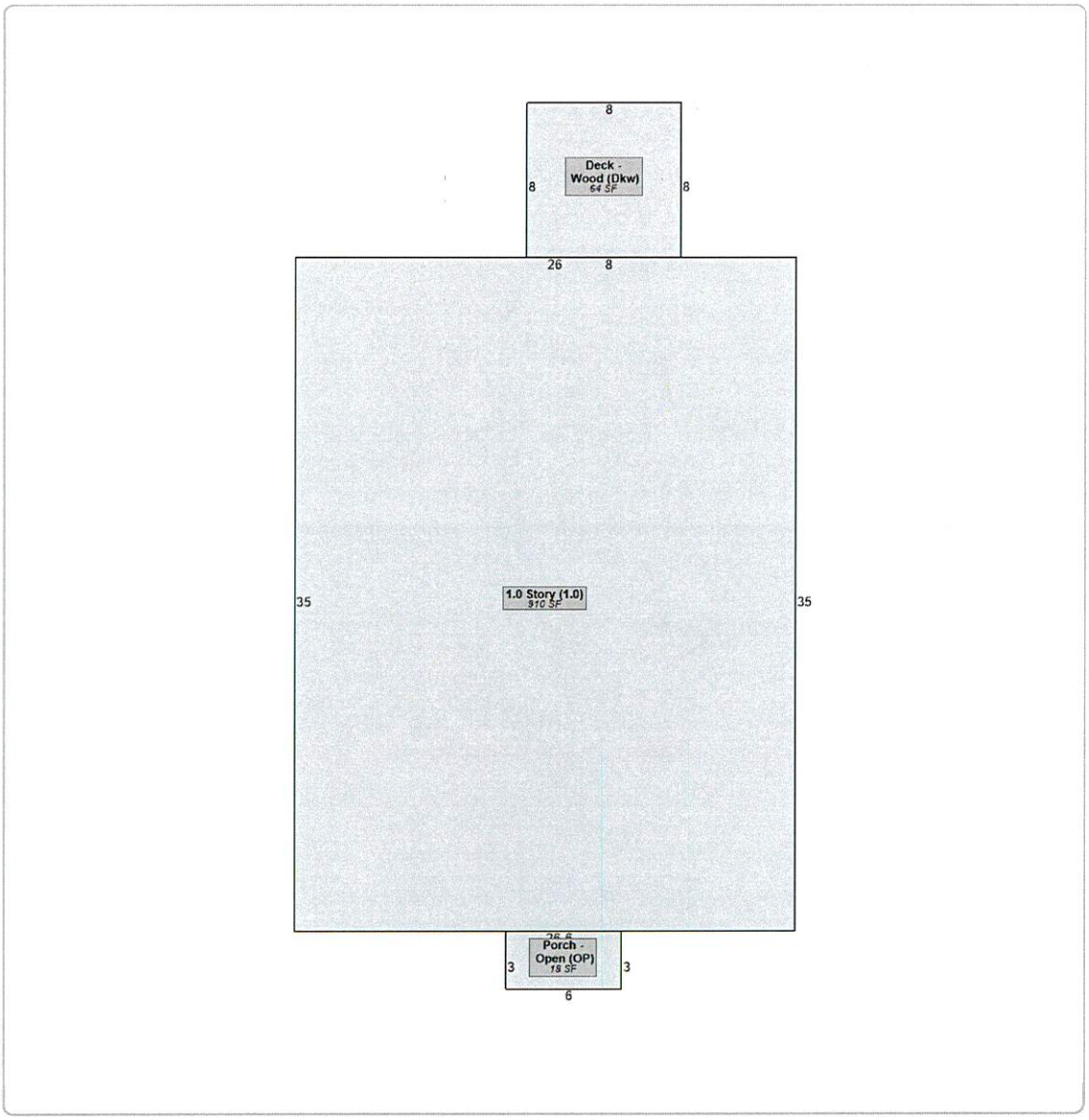
Valuation

		2024	2023	2022	2021
	Previous Value	$31,087	$27,079	$25,867	$25,867
	Land Value	$3,900	$3,900	$3,000	$3,000
+	Improvement Value	$49,602	$27,187	$24,079	$22,867
+	Accessory Value	$0	$0	$0	$0
=	**Current Value**	**$53,502**	**$31,087**	**$27,079**	**$25,867**

Photos



Sketches

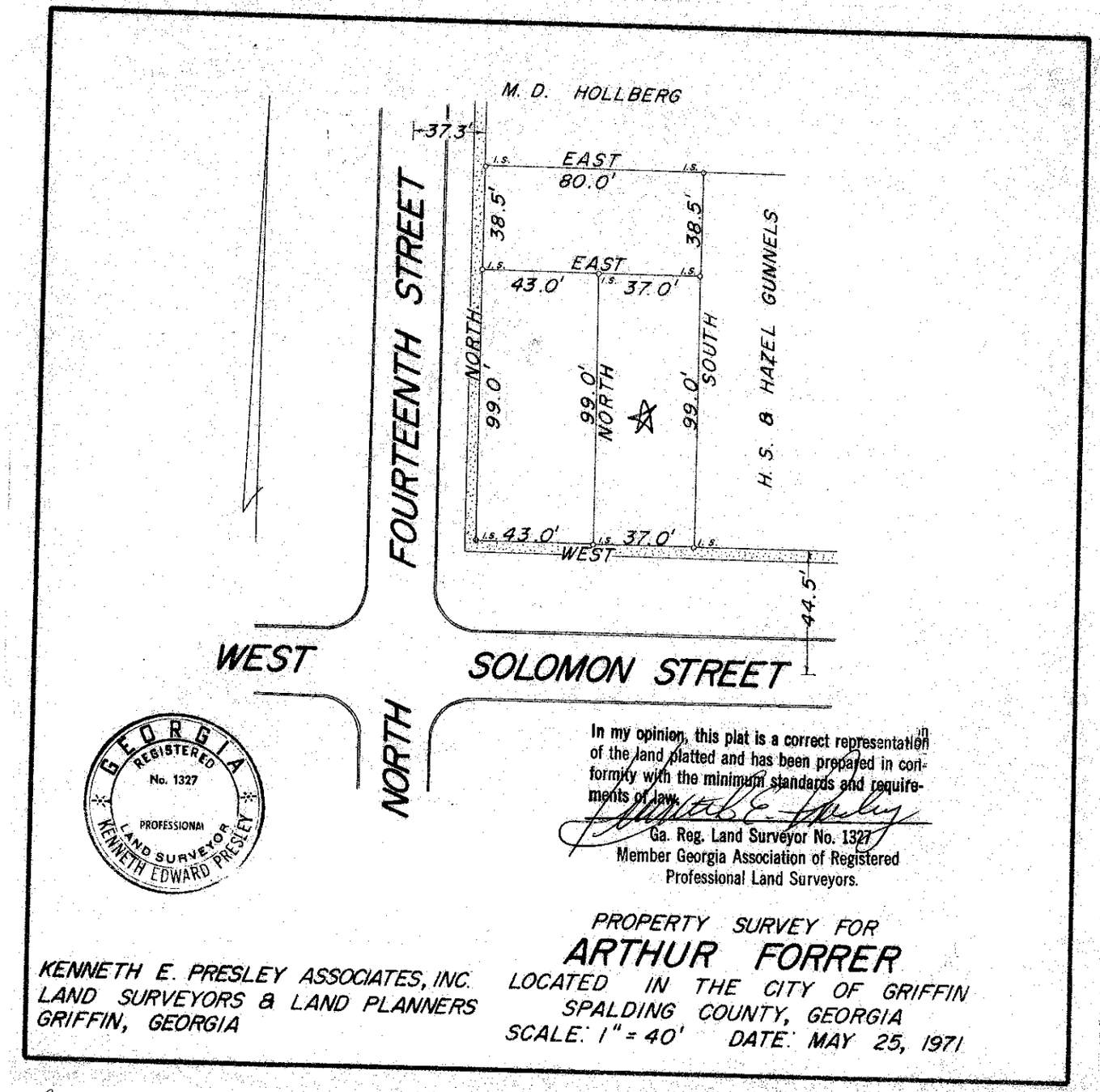


No data available for the following modules: Online Appeal, Rural Land, Conservation Use Rural Land, Commercial Improvement Information, Mobile Homes, Accessory Information, Prebill Mobile Homes.

SCHNEIDER GEOSPATIAL

User Privacy Policy GDPR Privacy Notice
Last Data Upload: 2/24/2025, 6:12:27 AM

Property of Arthur Forrer



In my opinion, this plat is a correct representation of the land platted and has been prepared in conformity with the minimum standards and requirements of law.

Ga. Reg. Land Surveyor No. 1327
Member Georgia Association of Registered
Professional Land Surveyors.

PROPERTY SURVEY FOR
ARTHUR FORRER
LOCATED IN THE CITY OF GRIFFIN
SPALDING COUNTY, GEORGIA
SCALE: 1" = 40' DATE: MAY 25, 1971

KENNETH E. PRESLEY ASSOCIATES, INC.
LAND SURVEYORS & LAND PLANNERS
GRIFFIN, GEORGIA

Recorded June 22, 1971

J.P. Lindsey, CSC

NO. 25 -

AN ORDINANCE

AN ORDINANCE AMENDING THE OFFICIAL ZONING MAP OF THE CITY OF GRIFFIN, GEORGIA SO AS TO RECLASSIFY THE DISTRICT DESIGNATION OF THE SUBJECT PROPERTY (SPALDING COUNTY TAX PARCEL 011 08012A) AND TO AUTHORIZE THE ZONING ADMINISTRATOR TO AMEND THE OFFICIAL ZONING MAP ACCORDINGLY; TO ESTABLISH AN EFFECTIVE DATE; AND FOR OTHER PURPOSES.

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

Section 1. That the Official Zoning Map of the City of Griffin, Georgia is hereby amended to change the zoning classification of the subject property from Medium Density Residential (MDR) to Planned Commercial Development (PCD), as defined by the Unified Development Code of the City of Griffin, Georgia.

Applicant: Veronica Ramirez and Zaida Garcia
Owner: Veronica Ramirez and Eliodoro Ramirez Martinez
Properties: Spalding County Tax Parcel 011 08012A, (0.08 +/- acres) located at 735 West Solomon Street

Section 2. That the Zoning Administrator is authorized and hereby directed to amend the Official Zoning Map of the City of Griffin in conformity with this Ordinance.

Section 3. That this Ordinance shall become effective immediately upon its passage on single reading.

Public Hearing and Reading: Tuesday, April 22, 2025

AGENDA ITEM SUMMARY

ITEM SUMMARY:

Consider a resolution revising the boundaries of the City of Griffin Urban Redevelopment District. *Economic Development Director Jeremy Stratton will address.*

SPECIAL CONSIDERATIONS OR CONCERNS:

The Urban Redevelopment Agency board approved at its March 11, 2025 meeting a recommended map of the URA boundaries for the City of Griffin Board of Commissioners to consider. Properties within the URA boundary are potentially eligible for different types of bond tools to assist with redevelopment purposes.

STAFF RECOMMENDATION:

Staff recommends approval.

FINANCIAL IMPACT:

N/A

Submitted By:
Jeremy Stratton,CEcD

Meeting Date:
22/04/2025

Reviewed By:
Jessica O'Connor

ATTACHMENTS:
URA Map Resolution.pdf
URA - Proposed Map.pdf
Urban Redevelopment District Map 11-21-07 (003) (002).pdf
Resolution URA Map rev 042225.pdf

RESOLUTION

WHEREAS, in 2005, the Board of Commissioners of the City of Griffin, Georgia, enacted a Resolution, pursuant to Title 36, Chapter 62, of the Official Code of Georgia to activate within the City the Urban Redevelopment Agency of the City of Griffin, Georgia, ("URA") and designated itself as the Board of Directors for the URA in order to exercise the powers thereof;

WHEREAS, after diligent study by the City Manager and staff, the Board enacted a boundary map of the URA district within which the URA may operate to exercise such powers;

WHEREAS, in 2024, the Board of Commissioners designated the Board of Directors of the Downtown Development Authority to serve in the additional capacity as the Board of Directors of the URA, since which time the URA Board has taken an active role in determining what it might do to better accomplish the objectives of the Urban Redevelopment plan in the City of Griffin; and

WHEREAS, the URA Board finds and concludes the boundaries of its present area of operation need to be expanded to incorporate more recent pockets of blight and surrounding areas that may become pockets of blight if action isn't taken to prevent deterioration.

NOW, THEREFORE, BE IT RESOLVED THAT THE BOARD OF DIRECTORS OF THE URBAN REDEVELOPMENT AGENCY OF THE CITY OF GRIFFIN, GEORGIA, finds and concludes that the revised map, entitled "Urban Redevelopment Areas Proposed", attached hereto, best defines those areas within the City appropriate for urban redevelopment projects. Recommendation is hereby made to the Board of City Commissioners to adopt said map expanding the current Urban Redevelopment Area in which powers of the URA may be exercised.

This 11th day of March, 2025.

URBAN REDEVELOPMENT AGENCY OF THE CITY OF GRIFFIN, GEORGIA

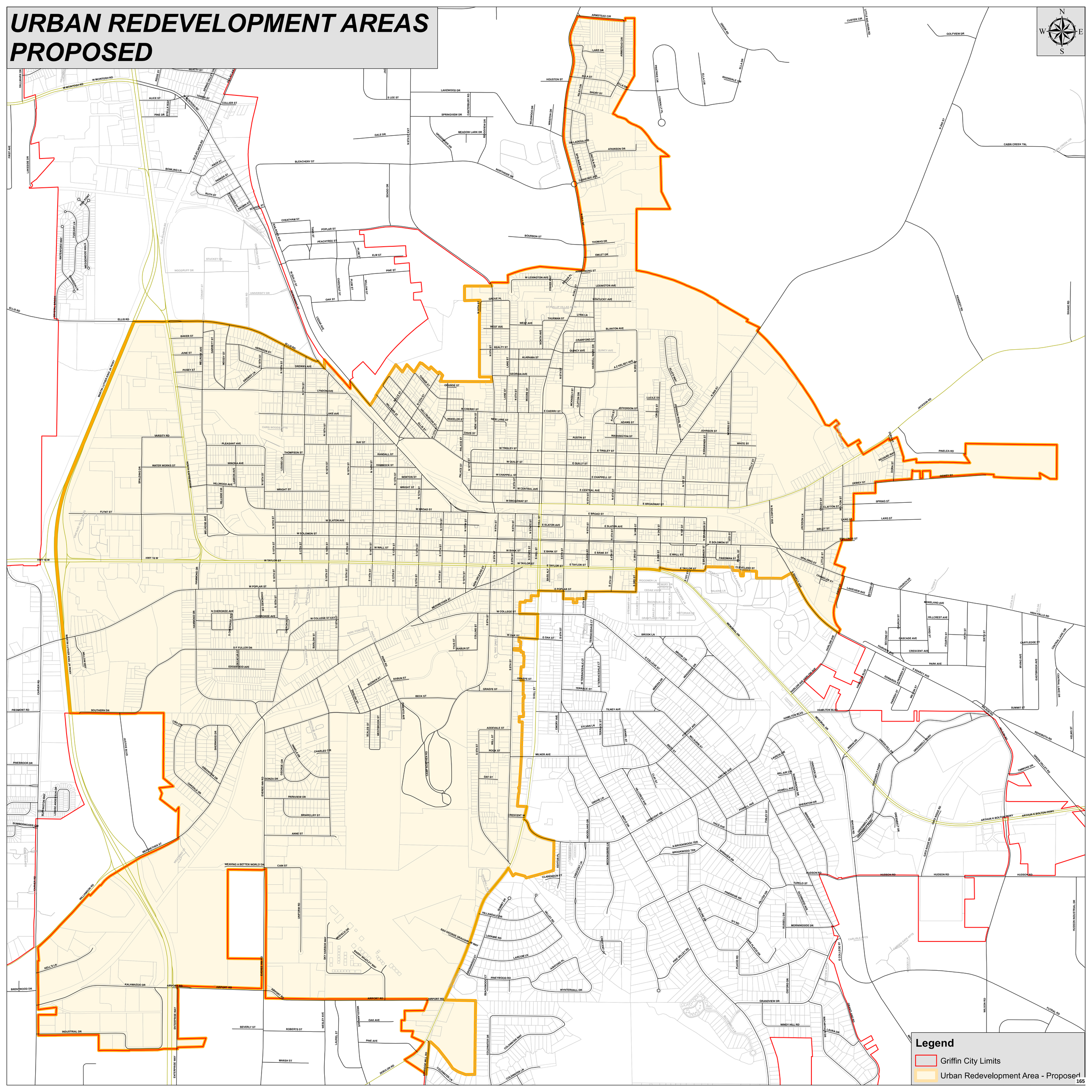
By: Bruce Ballard
Bruce Ballard, Chairman

Attest: Jeremy Martin
Secretary

(SEAL)

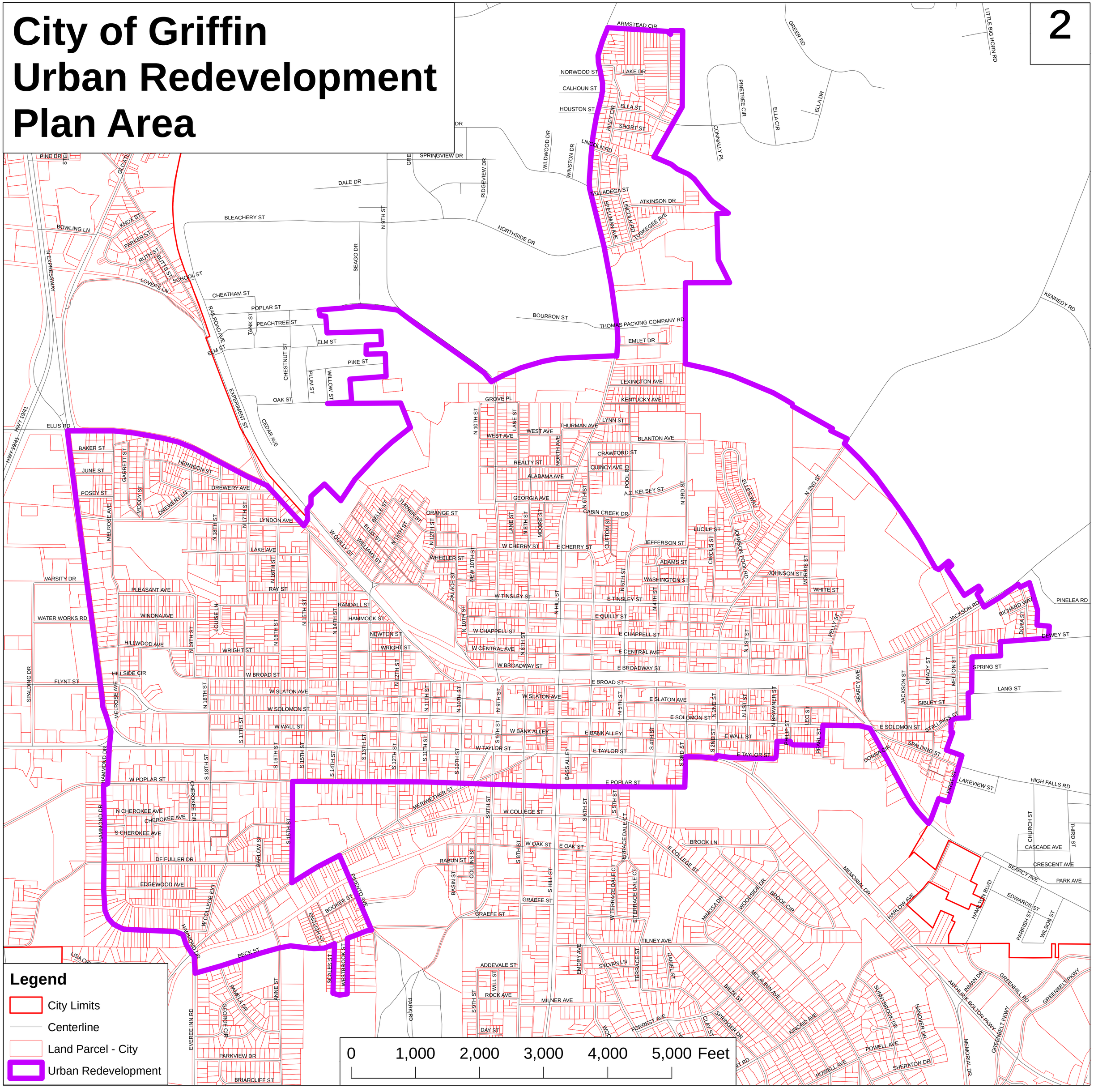
URBAN REDEVELOPMENT AGENCY OF THE CITY OF GRIFFIN, GEORGIA
JULY 12, 2005

URBAN REDEVELOPMENT AREAS PROPOSED


N
W
E
S
ARMSTEAD CIR
LAKE DR
HOUSTON ST
ELLA ST
SILEY CIR
SHORT ST
ELLA DR
PINETREE CIR
CONNALLY PL
ELLA CIR
RIVERDALE DR
CREER RD
CUSTER CIR
LITTLE BIG HORN RD
GOLFVIEW DR
N 2ND ST
CABIN CREEK TRL
LAKEWOOD DR
CANTERBURY RD
SPRINGVIEW DR
MEADOW LARK DR
RIDGEVIEW DR
WILDWOOD DR
WINSTON DR
DALE DR
N 7TH ST EXT
GREENFIELDS DR
S LEE ST
TALLADEGA AVE
SHELLMAN AVE
CHURCH DR
ATKINSON DR
TUSKEGEE AVE
NORTHSIDE DR
MONTEREY HILLS APTS
BLEACHERY ST
SEADO DR
N 7TH ST
HALLMARK DR
W MCINTOSH RD
ROOS ST
BEATTY ST
STRIBLING VALLEY DR
OLD ATLANTA RD
TOWNS ST
COLLIER ST
ALICE ST
STELLA WAY
PINE DR
KNOX ST
PARMER ST
RUTH ST
DORRIES ST
BROWN ST
SCHOOL ST
BOWLING LN
FIRST AVE
LAKESIDE DR
PINE POST
TUSCANY LN
WATERFORD WAY
MEDGEWOOD WALK
MARSHALL LN
CRYSTAL BROOK
CHEATHAM ST
POPLAR ST
PEACHTREE ST
PLUM ST
ELM ST
PINE ST
OAK ST
CHESTNUT ST
WILLOW ST
CEDAR AVE
W OGLESBY ST
OLD ATLANTA RD
GORDON FLYNN ST
STUCKEY DR
WOODRUFF DR
CONNAR ST
UNIVERSITY DR
HIGGINS RD
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VARSITY RD
PLEASANT AVE
WATER WORKS ST
SPALDING DR
MARTIN LUTHER KING JR PKWY
WINONA AVE
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City of Griffin
Urban Redevelopment Plan Area

2



No. 25 -030

A RESOLUTION

A RESOLUTION OF THE BOARD OF COMMISSIONERS OF THE CITY OF GRIFFIN, GEORGIA REVISING THE BOUNDARIES OF THE CITY OF GRIFFIN URBAN REDEVELOPMENT DISTRICT; RATIFYING, REAFFIRMING AND DIRECTING THE BOARD OF DIRECTORS OF THE CITY'S URBAN REDEVELOPMENT AGENCY TO EXERCISE ITS URBAN REDEVELOPMENT POWERS TO IMPROVE ECONOMIC AND SOCIAL CONDITIONS WITHIN SUBSTANTIALLY UNDERUTILIZED AND SUBSTANTIALLY ECONOMICALLY DISADVANTAGED POCKETS OF BLIGHT WITHIN THE DISTRICT FOR THE BETTERMENT OF THE CITY AND ITS INHABITANTS; AND FOR OTHER PURPOSES.

WHEREAS, the purpose of the "Urban Redevelopment Law", O.C.G.A. Title 36, Chapter 61, is to improve economic and social conditions within substantially underutilized and economically and socially depressed urban areas that contribute to or cause unemployment, limit the tax resources of counties and municipalities while creating a greater demand for governmental services, have a deleterious effect upon the public health, safety, morals, and welfare, and impair or arrest the sound growth of the community;

WHEREAS, by Resolution adopted July 12, 2005, this Board of Commissioners, acting pursuant to the authority of said "Urban Redevelopment Law", declared the necessity for an Urban Redevelopment Program within the City of Griffin, based upon a finding of the existence of "pockets of blight", as defined in Official Code of Georgia Title 36, Chapter 61;

WHEREAS, by Resolution adopted December 12, 2007, as revised October 13, 2009, following a duly advertised public hearing, this Board of Commissioners approved an Urban Redevelopment Program and set initial boundaries for an Urban Redevelopment District, as recommended by the City Manager and his staff, directing the City Manager to annually present a program budget;

WHEREAS, in furtherance of its Program, this Board has approved Resolutions adopting "Urban Redevelopment Plans" and designated the boundaries of urban redevelopment subdistricts (within the City's overall "Urban Redevelopment District") corresponding to each Plan, to-wit:

Downtown Griffin Urban Redevelopment Plan	01/08/08
Revised	03/22/22
Revised	11/22/22
Thomaston Mills Urban Redevelopment Plan	04/22/08
North Hill Street Corridor Urban Redevelopment Plan	08/12/08
Griffin-Spalding County Airport, NACOM & Industrial Urban Redevelopment Plan	10/13/09
Southwest Griffin Urban Redevelopment Plan	03/23/10

which plans include a listing of projects for which urban redevelopment powers may be used or exercised;

WHEREAS, the Board of Commissioners now finds a continuing need to exercise urban redevelopment powers to improve economic and social conditions within the City's Urban Redevelopment District in order to abate or eliminate deleterious effects of its current underutilized state by proper repair and maintenance of all buildings and infrastructure within the District, including publicly owned properties and facilities;

WHEREAS, the Board of Commissioners finds the revised Urban Redevelopment Plan, as last amended May 28, 2024 as presented by staff and submitted to this Board in accordance with the process set forth in said law, augments the City's Urban Redevelopment Program as previously approved for the district;

WHEREAS, the Board of Commissioners conducted a duly advertised public hearing on April 22, 2025 at 6:00 p.m. on amending the present Urban Redevelopment Map and has given due consideration to any comments made therein; and

WHEREAS, the Board of Commissioners now concludes it is in the best interest of the City to approve the amendment to the City of Griffin Urban Redevelopment Map, as submitted upon recommendation of its Urban Redevelopment Agency's Board of Directors;

NOW, THEREFORE, BE IT RESOLVED BY THE BOARD OF COMMISSIONERS OF THE CITY OF GRIFFIN, GEORGIA, AS FOLLOWS:

Section 1. This Board of Commissioners ratifies and reaffirms its findings that the projects and improvements to be made by the City's Urban Redevelopment Program and its respective Urban Redevelopment Plans, will enhance the values of properties within the designated areas and provide incentive for quality growth and development.

Section 2. The revised Urban Redevelopment Map, a copy of which is attached hereto as Exhibit "A" and incorporated herein by reference, is approved as submitted.

Section 3. The Board of Commissioners hereby directs and encourages the City's Urban Redevelopment Agency Board of Directors to actively exercise its urban redevelopment powers to carry out and improve the provisions of the Urban Redevelopment Program, and from time to time, to make recommendations for new projects within the defined District.

SO RESOLVED, this 22d day of April, 2025.

BOARD OF COMMISSIONERS FOR THE
CITY OF GRIFFIN, GEORGIA

By:_____
Douglas S. Hollberg, Mayor

Attest:_____
Jessica W. O'Connor, Secretary

(SEAL)

AGENDA ITEM SUMMARY

ITEM SUMMARY:

Consider the minutes of the City of Griffin Board of Commissioners' Called Meeting on February 28, 2025.

SPECIAL CONSIDERATIONS OR CONCERNS:

Mayor Hollberg and Commissioners Ward, Curtis, Wright, Tinsley and McCord were present. Commissioner Murray was absent.

STAFF RECOMMENDATION:

N/A

FINANCIAL IMPACT:

N/A

Submitted By:
Susan Bartholomew

Meeting Date:
22/04/2025

Reviewed By:
Jessica O'Connor

ATTACHMENTS:
02-28-25 Minutes Called Meeting.pdf

CITY OF GRIFFIN BOARD OF COMMISSIONERS
CALLED MEETING
ONE GRIFFIN CENTER, W. ELMER GEORGE MUNICIPAL HALL
FRIDAY, FEBRUARY 28, 2025

Mayor Doug Hollberg presided, convening the meeting at 2:00 p.m. Commissioners attending included Cynthia Ward, Rose Curtis, Brad Wright, Truman Tinsley and Rodney McCord. Also present were City Manager, Jessica O'Connor, City Attorney, Drew Whalen, Staff Attorney, Kelsey Carden and Susan Bartholomew to record minutes.

Commissioner Murray was absent.

PRESENT

CALL TO ORDER

APPROVAL OF AGENDA

Motion/second to amend the Agenda to add, "pursuant to O.C.G.A. Section 50-14-2(1) for the purpose of consulting and meeting with legal counsel pertaining to pending or potential litigation, settlement, claims, administrative proceedings, or other judicial actions brought or to be brought by or against the agency or any officer or employee or in which the agency or any officer or employee may be directly involved" by Commissioners Ward/Wright carried 6-0.

REGULAR AGENDA

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

   Motion/second to enter closed session at 2:02 p.m. by Commissioners Ward/Wright carried 6-0.

ADJOURN

Motion/second to adjourn at 2:28 p.m. by Commissioners Ward/Curtis carried 6-0.

_____ _____

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

AGENDA ITEM SUMMARY

ITEM SUMMARY:

Consider minutes of the Griffin Board of Commissioners' Regular Meeting on April 8, 2025.

SPECIAL CONSIDERATIONS OR CONCERNS:

Mayor Hollberg and Commissioners Ward, Curtis, Wright, Tinsley and McCord were present for both meetings. Commissioner Murray was absent.

STAFF RECOMMENDATION:

N/A

FINANCIAL IMPACT:

N/A

Submitted By:
Susan Bartholomew

Meeting Date:
22/04/2025

Reviewed By:
Jessica O'Connor

ATTACHMENTS:
04-08-25 Minutes.pdf

CITY OF GRIFFIN BOARD OF COMMISSIONERS
REGULAR SCHEDULED MEETING
ONE GRIFFIN CENTER, W. ELMER GEORGE MUNICIPAL HALL
TUESDAY, APRIL 8, 2025

Mayor Doug Hollberg presided, convening the meeting at 6:00 p.m. Commissioners attending included Cynthia Ward, Rose Curtis, Brad Wright, Truman Tinsley and Rodney McCord. Also present were City Manager, Jessica O'Connor, City Attorney, Drew Whalen, Staff Attorney, Kelsey Carden and Susan Bartholomew to record minutes.

Commissioner Murray was absent.

Call to order by Mayor Hollberg

Pledge of Allegiance ..... Commissioner McCord

Invocation ..... Commissioner Tinsley

Approval of Agenda

Motion/second to amend the Agenda to add Item 16, "Discuss a potential SPLOST referendum and the proposed projects" by Commissioners Ward/Wright 6-0.

PRESENTATIONS AND DELEGATIONS

1. Presentation of a Proclamation declaring April 8, 2025 to be Griffin Linemen Appreciation Day and the month of April 2025 as National and State Linemen Appreciation Month. *Electric Director, Jennifer Freeman will address.*

   Mayor presented the proclamation to members of Griffin Power. Jennifer Freeman, Electric Director, stated that Electric has had a tough five months, noting she is proud of all the Griffin Power employees as they have leaned on each other and held each other up through this difficult time. She concluded by stating what Griffin Power has done in the last five months is remarkable.

2. Presentation of Proclamation for Georgia Cities Week 2025.

   Mayor presented the proclamation to City of Griffin employees.

3. Review financial reports for February 2025. *Finance Director, Deborah Manning-Gilbert will address.*

   Deborah Manning-Gilbert, Finance Director, addressed the Commissioners reviewing the February 2025 financial statements, noting it is approximately 66.7% into the fiscal year. The General Fund operating revenue is $20.5 million which is 81.2% of budget; operating expenses are $25.6 million which is 62.2% of budget. The Enterprise Funds operating revenue is $77.6 million which is 69.9% of budget; operating expenses are $55.3 million which is 53.3% of budget. The Water/Wastewater Fund operating revenue is $20.9 million which is 69.7% of budget; operating expenses are $12.6 million which is 46.5% of budget. The Electric Fund operating revenue is $45.9 million which is 70.3% of budget; operating expenses are $32.9 million which is 55.2% of budget. The Solid Waste Fund operating revenue is $7.1 million which is 66.3% of budget; the operating expenses are $6.3 million which is 57.7% of budget.

   LOST collections year-to-date are $3,799,340 which is 68.4% of budget.
   TSPLOST collections year-to-date are $3,115,779 which is 83.6% of budget.

CITIZEN COMMENTS

Jewel Walker- Harps, 103 McEthel Drive, Griffin, expressed her concern with the Commissioners receiving a raise during the current difficult economic times.

CITY OF GRIFFIN BOARD OF COMMISSIONERS
REGULAR SCHEDULED MEETING
ONE GRIFFIN CENTER, W. ELMER GEORGE MUNICIPAL HALL
TUESDAY, APRIL 8, 2025

CONSENT AGENDA

4. Consider minutes of the Griffin Board of Commissioners' Regular Meeting on March 25, 2025.

5. Consider Amendment to the Debris Monitoring Services Agreement with Goodwyn Mills Cawood, LLC (GMC) exercising the option to renew the contract for an additional one-year term ending March 27, 2026. *Staff Attorney, Kelsey Carden, will address*.

6. Consider Amendment to the Disaster Recovery & FEMA Public Assistance Agreement with Goodwyn Mills Cawood, LLC (GMC) exercising the option to renew the contract for an additional one-year term ending March 27, 2026. *Staff Attorney, Kelsey Carden, will address.*

7. Consider, on second reading, an ordinance amending Sec. 2-32, Compensation of Commissioners. *City Manager, Jessica O'Connor will present.*

Motion/second to approve the Consent Agenda by Commissioners Ward/Tinsley carried 6-0.

REGULAR AGENDA

8. Consider minutes of the Griffin Board of Commissioners' Workshop Meeting on March 25, 2025.

Motion/second to approve by minutes of the Griffin Board of Commissioners' Workshop Meeting on March 25, 2025 Commissioners Ward/Tinsley carried 6-0.

9. Consider a Task Order Form to the Master Services Agreement between the City of Griffin and LJA Engineering, Inc. (formerly Paragon Consulting Group) in the amount of $96,610.00 for a topographic survey of the project area, design, bid and construction management of approximately 2100 linear feet of new sidewalk located along the northern side of Spalding Street from East Solomon Street to Second Street. *Public Works Director, Mariza Eller, will address.*

Motion/second to approve a Task Order Form to the Master Services Agreement between the City of Griffin and LJA Engineering, Inc. (formerly Paragon Consulting Group) in the amount of $96,610.00 for a topographic survey of the project area, design, bid and construction management of approximately 2100 linear feet of new sidewalk located along the northern side of Spalding Street from East Solomon Street to Second Street by Commissioners Ward/Curtis carried 6-0.

10. Consider a Task Order Form to the Master Services Agreement between the City of Griffin and LJA Engineering, Inc. (formerly Paragon Consulting Group) in the amount of $79,330.00 for a topographic survey, design and construction management of approximately 3,000 linear feet of new sidewalk located along the northwest side of East College Street from Finley Street to Morningside Drive. *Public Works Director, Mariza Eller, will address.*

Motion/second to approve a Task Order Form to the Master Services Agreement between the City of Griffin and LJA Engineering, Inc. (formerly Paragon Consulting Group) in the amount of $79,330.00 for a topographic survey, design and construction management of approximately 3,000 linear feet of new sidewalk located along the northwest side of East College Street from Finley Street to Morningside Drive by Commissioners Ward/Curtis carried 6-0.

11. Consider a Task Order Form to the Master Services Agreement between the City of Griffin and LJA Engineering, Inc. (formerly Paragon Consulting Group) in the amount of $12,500.00 for field locating and staking six bore holes in preparation for the subsurface investigation of the proposed site for a culvert for the Elle's Way roadway extension project. *Public Works Director, Mariza Eller, will address.*

Motion/second to approve by a Task Order Form to the Master Services Agreement between the City of Griffin and LJA Engineering, Inc. (formerly Paragon Consulting Group) in the amount of $12,500.00 for field locating and staking six bore holes in preparation for the subsurface

investigation of the proposed site for a culvert for the Elle's Way roadway extension project Commissioners Ward/Curtis carried 6-0.

12. Consider a contract for mural art installation with Jaleel Wimbush for a mural to be located at the City of Griffin Police Department's South Precinct and Community Center, 730 Anne Street. *Staff Attorney, Kelsey Carden, will address.*

    Motion/second to approve a contract for mural art installation with Jaleel Wimbush for a mural to be located at the City of Griffin Police Department's South Precinct and Community Center, 730 Anne Street by Commissioners Ward/Tinsley carried 6-0.

13. Consider a resolution to implement a Water Capacity Fee for new development within the City of Griffin Service Delivery Strategy water service area. *Brandon Lewis, Director of Water and Wastewater, will address.*

    Motion/second to approve a resolution implementing a Water Capacity Fee for new development within the City of Griffin Service Delivery Strategy water service area by Commissioners Ward/Tinsley carried 6-0.

14. Commissioners to appoint City Law Enforcement member to Spalding County Collaborative Authority for Families and Children for a term set to expire 12/31/25 to succeed Captain Daniel Jett.

    Motion/second to appoint Captain Kaylen Krueger-Hayes as City Law Enforcement member to Spalding County Collaborative Authority for Families and Children for a term set to expire 12/31/25 to succeed Captain Daniel Jett by Commissioners Ward/Tinsley 6-0.

15. Commissioners to appoint six members to the personnel review board pursuant to the City of Griffin Personnel Policy, Article 15 Disciplinary Actions, Section 15.7 Hearing. *Director of Human Resources, Stephanie Woods, will address.*

    Motion/second to appoint six members to the personnel review board pursuant to the City of Griffin Personnel Policy, Article 15 Disciplinary Actions, Section 15.7 Hearing by Commissioners Tinsley/Wright carried 6-0.

    Appointed:
    Hasco Craver, Assistant City Manager for the City of Newnan
    Miles Neville, H.R. Director for Spalding County
    Dr. Randall Peters, Former President of Southern Crescent Technical College, currently appointed to the Griffin-Spalding County Airport Authority; certified personal coach, speaker and leadership trainer
    Dr. Teaa Allston-Bing, H.R. Director for Peachtree City
    Captain Chaundra Brownlee, Police Captain for the Hampton Police Department
    Chief Woodrow Blue, Police Chief for Forsyth

16. Discuss a potential SPLOST referendum and the proposed projects.

    Ms. O'Connor reminded the Commissioners that at the first March meeting, the Commissioners gave her permission to meet with County Manager, Steve Ledbetter, to discuss a possible SPLOST referendum and proposed projects. The current TSPLOST expires on March 31, 2026, and the new SPLOST would begin collections April 1, 2026. The projected collections for the City are $33 million over the six-year time period of the SPLOST. The City's proposed projects are Fire Capital totaling $15 million including acquisition of land and construction of Fire Station 4, possible acquisition of land and replacement of Fire Station 3, a Pumper for Station 4, a Heavy Rescue apparatus for Station 4, an aerial fire apparatus, $3 million for the abatement of blight and the remainder would be used for transportation. If the Commissioners are willing to proceed with these recommendations in the discussion with the County on April 21, Staff will talk with the City's Raymond James consultant. Staff would like to bond the fire projects and get equipment ordered to alleviate additional price increases. There would be costs associated with bonding the fire projects, but Staff does not plan to bond any transportation projects.

The County's proposed projects include 44% of collections for transportation and 48% of collections for debt reduction. Two other projects noted are sewer implementation and a burn building for one of the County's fire stations.

Staff will prepare to call the meeting with the County on Monday, April 21, 2025 at 5 p.m. at the County Annex.

CITY MANAGER'S REPORT

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

1. Ms. O'Connor stated the City's electric line crew is the best in the business, but the last five months they have shown what they do and why they do it. It has been inspiring. It is fitting to honor them each April, and the City is fortunate to have them.
2. The MEAG Offsite Board Meeting is next week with golf and a dinner on Wednesday and MEAG's meeting on Thursday. Please let Staff know this evening if you will be attending any of the events.
3. The Georgia Downtown Association Regional Meet Up is Tuesday, April 29. Please let Heather Robinson know if you wish to attend.
4. The City has submitted two requests for congressional directive spending applications for water and sewer capital projects to Senator Osoff's and Senator Warnock's offices.
5. Ms. O'Connor clarified information regarding the proposed changes to the alcohol ordinance. There are three alcohol Town Hall meeting scheduled this week: Wednesday, April 9 at 9 a.m. in W. Elmer George Municipal Hall, Thursday, April 10 at 6 p.m. at Kiwanis and Friday, April 11 at 2 p.m. at W. Elmer George Municipal Hall. The current licensees have received the red line document for review and will have had it for 10 days by the time the meetings begin tomorrow. All business owners and citizens are encouraged to attend any or all of the town hall meetings. Staff did not release the 45-page red line document on social media or the website because it could be very confusing. We do not yet have a short summary of the changes put together because Staff does not know what the proposals will be until after the town hall meetings are completed. Staff will put together a summary for the April 22 workshop, and this will be the time for the Commissioners' discussion. If Commissioners want to attend a town hall, they are welcome to do so; however, Staff needs to ensure there is not a quorum at any of the meetings. The alcohol amendments will be on the agenda for consideration on May 13 and May 27. The public can comment at the May 13 and/or May 27 Commission meetings.
6. The Griffin Gives Back Community wide cleanup series begins April 26, and Staff has a couple of community-wide partners that will be joining that event. The May 8 event is for City employees and will be held in District 2. The remaining four events begin July 26 and are spread throughout the remainder of the year. We will have more information closer to the beginning of those events.
7. The new fire truck is here for viewing this evening.

CITY ATTORNEY COMMENTS

No comment.

COMMISSIONER COMMENTS

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

Ward: No comment.

Curtis: No comment.

Murray: Absent

Wright: No comment.

Tinsley: No comment.

McCord: No comment.

Hollberg: Mayor Hollberg reminded all that 2nd Saturday, Pups, Yups and Food Trucks is this weekend. There is also a Concert in the Park at 7 p.m.

ADJOURN

Motion/second to adjourn at 6:33 p.m. by Commissioners Ward/Tinsley carried 6-0.

_____ _____

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

AGENDA ITEM SUMMARY

ITEM SUMMARY:

Consider a purchase agreement between the City of Griffin and Stuart C. Irby Co. in an amount not to exceed $600,000.00 for the purchase of parts and materials necessary for the maintenance and repair of electric infrastructure. *Electric Director, Jennifer Freeman will address.*

SPECIAL CONSIDERATIONS OR CONCERNS:

The purchase agreement will allow the city to purchase material from Stuart C. Irby Co. for electric material necessary to maintain and repair the electric system, in a not to exceed amount of $600,000 for the period of April 23, 2025 thru April 22, 2026. This agreement will avoid having to bring individual PO's for Irby Co. to the Commission each time there is an order placed; however, individual purchases throughout the term of the contract must still follow internal procurement procedures and state law.

STAFF RECOMMENDATION:

Staff recommends approval.

FINANCIAL IMPACT:

Funds are budgeted for inventory in FY25 and FY26 budget.

Submitted By:
Jennifer Freeman

Meeting Date:
22/04/2025

Reviewed By:
Jessica O'Connor

ATTACHMENTS:
Irby Purchase Agreement No. 4-25 w T-C and Scope - 4.10.25 - Irby Executed AJW Signature.pdf

PURCHASE AGREEMENT BETWEEN CITY OF GRIFFIN & IRBY

Irby Purchase Agreement No. 4-25 || Not to Exceed $600,000.00

This Purchase Agreement (hereinafter, "Agreement"), effective April 23, 2025, by and between **CITY OF GRIFFIN, GA,** a Georgia municipal corporation located in Spalding County (hereinafter, "City") and **STUART C. IRBY CO.** (hereinafter "Irby" or "Contractor") (hereinafter, collectively, "Parties") provides as follows:

WHEREAS, the City regularly purchases parts and materials from Irby for inventory necessary for maintenance and repair of the Electric Departments infrastructure;

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

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

1. **Term.**
   The term of this agreement shall be for one (1) year, beginning April 23, 2025 and ending on April 22, 2026, unless sooner terminated as provided herein. At the expiration of the Term, this Agreement shall automatically terminate without further action by either Party unless affirmative action is taken to renew the Agreement.

2. **Terms & Conditions; Purchasing Scope**
   The terms and conditions of this Agreement, set forth in Exhibit "A" (Terms and Conditions) shall govern the City's purchase of any and all parts, equipment, or other miscellaneous items set forth in Exhibit "B" (Purchasing Scope) from Irby. Any terms and conditions referenced on quotes, invoices, or other documents shall be void in favor of the terms herein, unless set forth in an amendment signed by both Parties.

3. **Not-to-Exceed Purchasing Threshold**
   Purchases made subject to this Agreement shall not exceed Six Hundred Thousand Dollars ($600,000.00) total during the Term of this Agreement. The Parties agree that the purpose of this Not-to-Exceed limit is to authorize the purchase of parts up to that compensation limit, and this value is not a guarantee of compensation. The City shall only pay for parts/equipment actually ordered, received, and invoiced in accordance with the terms of this Agreement.
   Nothing herein shall be interpreted to bind the City to use Irby for purchasing parts, equipment, or other items or to prioritize Irby when considering purchases. The Parties acknowledge that the costs of parts, equipment, and materials is variable, as are the City's purchasing needs, and this Not-to-Exceed limit is intended as an estimate. In the event the Not-to-Exceed value must be increased, the Parties may execute an Amendment increasing the City's purchasing limit during the term.

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

CITY OF GRIFFIN, GEORGIA

By: _____
Douglas S. Hollberg

Title: Mayor

Date: _____

Attest: _____
Jessica O'Connor, Secretary

(SEAL)

Approved as to Form:

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

STUART C. IRBY CO.

By: Shawn West

Title: Vice President - East Region

Date: April 14, 2025

TERMS AND CONDITIONS – STUART C. IRBY CO.

ARTICLE 1 PURCHASE ORDER AUTHORIZATION

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

ARTICLE 2 PURCHASE ORDER NUMBER OR PURCHASE AGREEMENT NO.

The Purchaser's purchase order number or Purchase Agreement No. and the successful seller's name must appear on all packing slips, packages, invoices, bills of lading, warehouse receipts and correspondence with Purchaser. Materials must be properly packaged and marked with the order number. Damaged material will not be accepted.

ARTICLE 3 ACCEPTANCES

All terms and conditions of the Purchase Agreement, signed by both parties, shall become part of the contract between the Seller and Purchaser; the Seller's different terms will not become part of this contract.

ARTICLE 4 PRICE

Seller warrants that the prices quoted hereunder are the lowest prices these or similar articles are sold by the Seller to other customers of the same type in substantially similary quantities, upon substantially similar terms..

ARTICLE 5 DELIVERIES, TITLE AND RISK OF LOSS

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

ARTICLE 6 PARTS

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

ARTICLE 7 WARRANTIES

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

ARTICLE 8 REMEDIES

Regardless of whether goods are being sold or leased or whether services are being performed, the Seller and Purchaser agree that both parties have all the Uniform Commercial Code rights, duties, and remedies available as well as all remedies allowed by law and the purchase order. Notwithstanding the foregoing, to the greatest extent allowed by applicable law, neither party shall be liable for any consequential, incidental, special, liquidated, or delay damages, including but not limited to lost profits.

ARTICLE 9 CONFLICTS OF LAWS

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

ARTICLE 10 MODIFICATIONS

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

ARTICLE 11 PATENT INFRINGEMENT

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

ARTICLE 12 TERMINATIONS FOR CAUSE

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

ARTICLE 13 TERMINATIONS FOR CONVENIENCE

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

ARTICLE 14 ENTIRE AGREEMENTS

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

ARTICLE 15 WORKS ON PREMISES

If the order includes work to be performed on Purchaser's premises, Seller agrees to the extent of Seller's gross negligence or willful misconduct, 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.

TERMS AND CONDITIONS – STUART C. IRBY CO.

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.

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.

ARTICLE 18 FORCE MAJEURE

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

Part #	Description
06-006	LIGHTNING ARRESTOR, 10KV, HEAVY DUTY, POLYMER
10-003	EPOXILATOR, SUSPENSION (BELL) INSULATOR-15KV POLYMER-TYPE
19-000	4/0 THHN STR blk
19-002	1/0 THHN STR blk (500' rolls)
19-010	#4 TRIPLEX, PERIWINKLE, 500-FT REEL, OH
19-011	#2 Triplex - Cockle reduced neutral
19-012	1/0 TRIPLEX, JANTHINA, (RED. NEUT.) OH
19-019	#6 RISER WIRE "POLYWIRE" (250-FT. REELS)
20-002	PADMOUNT TRANSFORMER BUSHING INSERT, 25KV
20-010	1/0, EPR 260 MIL INSULATION, UD PRIMARY CABLE
20-014	#6 TRIPLEX- ERSKINE/VIP/YES, UD
20-016	4/0 TRIPLEX, SWEETBRIAR, UD
20-030	ELBOW SURGE ARRESTER, 25KV
22-003	15KVA, 7200, 120/240, OH CONV.
22-004	25KVA, 7200, 120/240, OH CONV.
22-005	50KVA, 7200, 120/240, OH CONV.
22-006	100KVA, 7200, 120/240, OH CONV.
22-018	37.5KVA, 7200, 120/240, OH CONV.
23-010	50KVA, 7200, 120/240, UD PADMOUNT
19-005	#2 ACSR, SPARROW, OH
19-006	1/0 ACSR, RAVEN, OH
19-008	4/0 ACSR, PENGUIN, OH
19-009	336 ACSR, MERLIN, OH
19-013	4/0 TRIPLEX, CERAPUS/VIP, OH
20-011	1000MCM EPR CABLE (OKONITE ONLY)
20-011-01	4/0 EPR 260 MIL INSULATION PRIMARY
20-015	1/0 TRIPLEX, BRENAU, UD
N/A	OTHER MISC OH/UD HARDWARE

Purchases not to exceed	$600,000

AGENDA ITEM SUMMARY

ITEM SUMMARY:

Consider directing MEAG Power to place 100% of the City's 2024 MEAG Power Year End Settlement refund of $3,355,432.00 into the City's MEAG Municipal Competitive Trust Flexible Operating Account- Short Term Portfolio and authorize execution of the MEAG Power Projects 2024 Year-End Settlement Form by the Mayor and the City Manager. *Electric Director, Jennifer Freeman, will address.*

SPECIAL CONSIDERATIONS OR CONCERNS:

The deposit into the Short Term Portfolio allows for an increase in this account for any electric emergency operations, as well as future reserve and debt. This year's YES will be earmarked for AMI Metering, which is currently being bid for a testing phase.

STAFF RECOMMENDATION:

Staff recommends approval.

FINANCIAL IMPACT:

This will increase the amount in the Short Term Portfolio by $3,355,432.00.

Submitted By:
Jennifer Freeman

Meeting Date:
22/04/2025

Reviewed By:
Jessica O'Connor

ATTACHMENTS:
2024 MEAG Power Projects Year End Settlement Election Form.pdf

City of Griffin

MEAG POWER PROJECTS 2024 YEAR-END SETTLEMENT ELECTION FORM

The 2024 year-end settlement refund from MEAG Power applicable to your City/Utility Commission is:

Year-end Settlement Refund	**$3,355,432**

Please complete the following form with respect to the distribution of the above refunds. This election form is to be completed by the City's designated officer(s) authorized to direct the utilization of funds in the Municipal Competitive Trust.

We hereby direct that the following amount of funds available from the 2024 Year-end Settlement from MEAG Power be distributed as follows:

A. DEPOSIT TO THE MUNICIPAL COMPETITIVE TRUST

1. Flexible Operating Account—Short Term Portfolio	100 %	$ 3,355,432
2. Flexible Operating Account—Intermediate Term Portfolio	%	$
3. Flexible Operating Account, Intermediate Extended Maturity Portfolio*	%	$
4. New Generation and Capacity Funding Account—Short Term Portfolio	%	$
5. New Generation and Capacity Funding Account—Intermediate Term Portfolio	%	$
6. New Generation and Capacity Funding Account –Intermediate Extended Maturity Portfolio*	%	$
7. Flexible - MEAG Fund 1 – Ultra Short and Stable Investment Fund	%	$
8. New Generation - MEAG Fund 1 – Ultra Short and Stable Investment Fund	%	$

Subtotal of Dollars into Municipal Competitive Trust $

B. CREDIT TO MEAG POWER MONTHLY BILL:

Credit $_____dollars evenly over _____ number of month(s)

Subtotal of Dollars to be Credited to Monthly Bill $_____

TOTAL YES REFUND **$3,355,432**

☐ **If you would like the selection(s) you made above to be permanent, until you notify us in writing otherwise, please check this box. This permanent selection will apply only to your MEAG Core Projects year-end settlement over-recovery.**

*** By authorizing the transfer into the new Intermediate Extended Maturity Portfolio, the undersigned acknowledges the following potential liquidity restrictions:**

Under normal circumstances there will be no restrictions on investment purchases into or sales of shares from the Intermediate Extended Maturity Portfolio. On the occurrence of an event that has a material impact on liquidity or operations of the Intermediate Extended Maturity Portfolio, as determined by MEAG Power in its role providing direction to the Municipal Competitive Trust Trustee, MEAG Staff may limit purchases into or sales from the Intermediate Extended Portfolio for a period not to exceed 120 days. Restrictions on investments or sales beyond 120 days would require authorization from the MEAG Board. Such restrictions shall be immediately disclosed to all beneficiaries investing in the Intermediate Extended Maturity Portfolio of the Municipal Competitive Trust as well as the Trustee of the Municipal Competitive Trust (US Bank or its successor).

City of Griffin

MEAG POWER PROJECTS 2024 YEAR-END SETTLEMENT ELECTION FORM

For the election form to be complete, both of the signatures listed below are required.

By:

_____ **Date:** _____

The Honorable Douglas S. Hollberg
Mayor of Griffin

By:

_____ **Date:** _____

Jessica W. O'Connor
City Manager

To be included on your next bill, the form must be returned no later than May 15, 2025 to:

MEAG Power
c/o Stephannie Alexis
1470 Riveredge Parkway NW
Atlanta, GA 30328
salexis@meagpower.org
Phone: 770-563-0402

AGENDA ITEM SUMMARY

ITEM SUMMARY:

Consider a resolution for the purchase of right of way and a temporary construction easement for construction of a sidewalk on Hamilton Boulevard for the Hamilton Boulevard realignment project in the amount of $6,843.00. *Public Works Director, Mariza Eller, will address.*

SPECIAL CONSIDERATIONS OR CONCERNS:

The Agreement to purchase real estate includes 0.064 acres of Right of Way and 0.215 acres of temporary construction easement for the construction of sidewalk on Hamilton Boulevard for the Hamilton Boulevard realignment project. Lillian B. Shapard has agreed to sell 0.064 acres of right of way and 0.215 acres of temporary construction easement, parcel ID# 028 01013, known as 765 East College Street for $6,843.00. Funds will be utilized from TSPLOST.

STAFF RECOMMENDATION:

Staff recommends approval.

FINANCIAL IMPACT:

Funds will be utilized from TSPLOST in the amount of $6,843.00. This project was voted on and approved via TSPLOST referendum.

Submitted By:
Mariza Eller

Meeting Date:
22/04/2025

Reviewed By:
Jessica O'Connor

ATTACHMENTS:
Agreement to Purchase Real Estate.pdf
Resolution approving purchase of ROW - Lillian B. Shapard (Hamilton Blvd.).pdf

AGREEMENT TO PURCHASE REAL ESTATE

Project: City of Griffin - Kincaid Avenue at East College Street Intersection Project
Parcel No.: E1 – Lillian B. Shapard
Tax Parcel ID No. 028 01013 – 765 East College Street

GEORGIA, SPALDING COUNTY

For and in consideration of the sum of One Dollar ($1.00), receipt whereof being acknowledged, the undersigned grants to THE CITY OF GRIFFIN, GEORGIA an option to acquire the following described real estate:

Right of Way and / or Easement rights through the tract or parcel of land located in Land Lot 175 of the 2nd District of Spalding County, Georgia, and being more particularly described on the attached drawing. Said drawing attached hereto and made a part hereof by reference.

$6,843.00 LCS

For the sum of ~~$3,195.00~~ the undersigned agrees to execute and deliver to THE CITY OF GRIFFIN, GEORGIA, fee simple title and/or easements to the lands owned by the undersigned as reflected on the attached drawing.

The following conditions are imposed upon the grant of this option:

1. This option shall extend for 90 days from this date.
2. The consideration recited is full payment for the rights conveyed.

   0.064 Acres of Right of Right of Way

   N/A Acres of Permanent Easement

   0.215 Acres of Temporary Construction Easement

   All Temporary Easements will terminate upon project completion and final acceptance of the same by THE City of Griffin.

3. Special Provisions, if any, are listed on Exhibit "B" which is attached hereto and incorporated herein by reference.

Witness my hand and seal this 3rd day of April, 20 25.

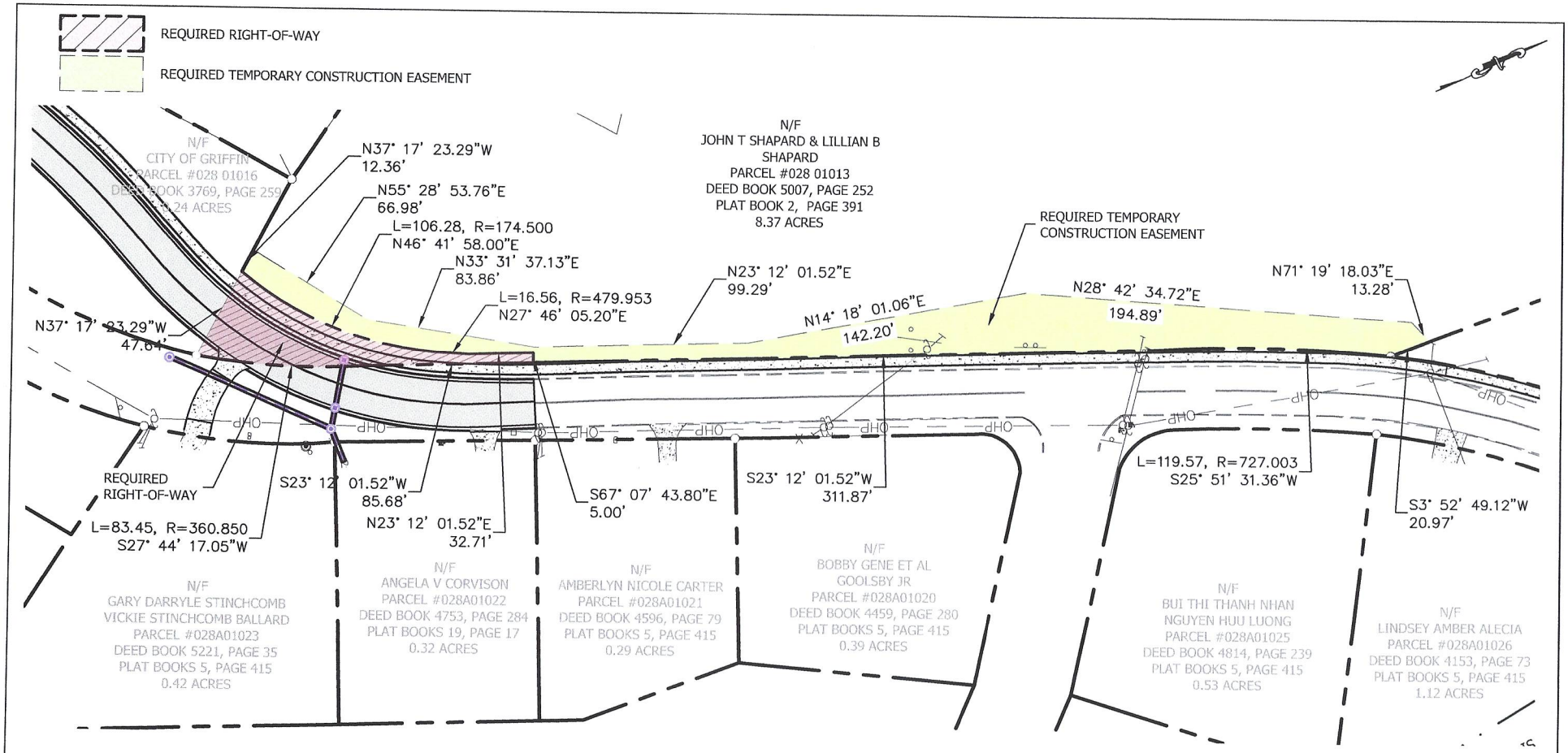
Signed, Sealed and Delivered in the presence of:

Mark Peek
Witness

Lillian B Shapard (Seal)
Lillian B. Shapard

Douglas S. Hollberg, Mayor

Jessica W. O'Connor, Secretary



TOTAL RIGHT-OF-WAY AREA= 2,803.39 SQ. FT. OR 0.064 ACRE
TOTAL TEMPORARY CONSTRUCTION EASEMENT= 9,387.51 SQ. FT. OR 0.215 ACRE

PARAGON CONSULTING GROUP
360 airport road griffin, georgia 30224
phone (770) 412-7700 fax (770) 412-7744

No.	REVISIONS	DATE

SCALE: 1"=60'

EASEMENT SKETCH THROUGH THE PROPERTY OF

JOHN T SHAPARD & LILLIAN B SHAPARD

LOCATED IN LAND LOT 175 OF THE 2rd DISTRICT, SPALDING COUNTY, GEORGIA

Drawn By: KLB	Issue Date: AUG 2024	Map No. E1
Checked By: JLB	Project No. 24033.00	

March 27, 2025

Ms. Jessica W O'Connor
One Griffin Center
100S Hill St
PO Box T
Griffin, GA 30224

Dear Ms. O'Connor:

I am responding to your letter date January 23, 2025, regarding the Kincaid Avenue / Hamilton Blvd at East College Street Intersection project.

I am an attorney, and I represent Mrs. Lillian Shapard, the sole owner of 765 E College Street by virtue of Joint Tenants with Rights of Survivorship Deed with her late husband, Mr. John T. Shapard.

While willing to discuss selling the parcel referenced in the letter, the per acre price is far too low. The offered price per acre ($25,942.65) was derived by dividing the assessed value of Mrs. Shapard total 8.37 acre track by those 8.37 acres. While this per acre price may be a valid value for the whole land value of this large tract, it is far too low when acquiring a small amount of road frontage.

The offered per acre price is too low for a number of reasons:

1) the city's offer used the value of a large tract, not a small one. The per acre value of a large tract is always far lower than the value of a small tract.
2) Mrs. Shapard's large tract includes unusable land going to a creek as well as other difficult to use acreage.
3) The City is not merely taking acreage but taking road frontage. Road Frontage is always valued significantly higher than acreage far off the road.
4) The Tax Assessor utilizes per acre values far higher than that offered by the City.

Please allow me to point out some values the County Tax Assessor has used for land directly across the street or contingent to Mrs. Shapard's property.

1) 312 Hamilton Street is directly across the street and is assessed by the County at $75,000 per acre. A small tract.
2) 314 Hamilton Street is directly across the Street and is assessed by the County at $82,759 per acre. A small tract
3) The City purchased the corner that is the main subject of this project for $56,818 per acre in 2013. Bringing that value current with 4% appreciation per year yields a value per acre of $90,967.

Note that these are assessed values, and that an appraisal per acre would likely yield a far higher value.

I believe that with further consultation, Mrs. Shapard would agree to $82,000 per acre value which would raise the required right of way price to $5,248 plus the temporary easement and sign costs making the total offer $6,842.42.

Please note that the discussions in this letter are for purposes of negotiation only and Mrs. Shapard reserves the right to use higher values if this matter moves past this point without settlement.

I am copying Mr. Manley in this letter, and I can be reached at mpeek@unitedbank.net or at 770-412-4931.

Thank you.

Sincerely,

Mark G. Peek

Mark Peek, attorney for Mrs. Lillian Shapard

Griffin
Office of the City Manager, Jessica W. O'Connor
One Griffin Center | 100 S. Hill Street-P.O. Box T | Griffin, GA 30224
P 770.229.6408 F 678.692.0403 W cityofgriffin.com

January 8, 2025

Lillian B. Shapard
765 East College Street
Griffin, Georgia 30224

Re: Kincaid Avenue/Hamilton Blvd. at Ease College Street Intersection Project
Parcel No. E1 – 765 East College Street - Tax Parcel 028 01013
Required Right of Way 0.064 Acres
Required Temporary Construction Easement 0.215 Acres

Dear Mrs. Shapard:

The City of Griffin is in the process of realigning the intersection of Kincaid Avenue and Hamilton Blvd with East College Street for improved traffic operations and the safety of the residents in the area. The attached drawing indicates the location and the sizes of any required right of way and/or temporary easement needed from your real property to complete the project.

The proposed construction will require additional right of way and temporary easements in which to construct the project. The plans indicate that you are one of the property owners from which land and easement rights must be acquired. The City, with Commission approval, has established a value for the initial acquisition offer in the amount of $3,195.00 based on the 2024 County assessed property tax land value.

The City has contracted with Manley Acquisition Services, LLC, to provide acquisition services for this project. Mr. Steve Manley will be contacting you soon to arrange a mutually convenient time to point out the location of the required land and easement needed on the ground and begin negotiations for the purchase of the property rights needed. He is authorized by the City to conduct negotiations on its behalf to secure the necessary land rights needed for the project.

In reviewing the proposed land and easements and the respective acreage needed for this project, the acquisition is considered minimal in value. Therefore, the City has elected to use your 2024 Spalding County tax appraisal land value for negotiations.

The estimated value for each type of acquisition is as follows:

Tax Value of Land for the parcel is $217,140.00 for 8.37Ac. = $25,942.65 per acre

Required Right of Way – 0.064 Ac. X $25,942.65 =	$1,600.33
Temporary Easement – 0.215 Ac. X $25,942.65 = $5,577.67 X 25% =	$1,394.42
Sign	$200.00
Total Offer $3,194.75 rounded to	$3,195.00

If a temporary construction easement is also required on your property, this easement will expire upon completion of construction of the project. Following construction, the City contractor will restore the ground surface and stabilize it by grassing.

The above offer is a negotiated settlement offer. This is to advise you that Georgia Law land acquisition procedures require the property owner be informed that he/she has the right to:

(1) Receive Just Compensation based on an independent fee appraisal.
(2) Donate the required land or easement or accept less than just compensation; or
(3) Negotiate an amount of money for services agreeable to both parties.

If you are agreeable to the negotiated amount outlined above, please sign and date the attached Negotiation Selection choice letter (Initial Item 2), Waiver of Rights and Benefits Letter and the Acquisition Purchase Agreement. Return the executed documents to Steve Manley, 1368 Arborgate Street, Madison, Georgia 30650 as soon as possible for processing and closing.

Your timely attention to this matter is appreciated. Any questions should be directed to Steve Manley at (404) 697-5011 or via email at stevemanley721@gmail.com or you can contact Mariza Eller, City of Griffin Director of Public Works at phone number 770-229-6603 or via email at meller@cityofgriffin.com.

Thank you for your assistance in this matter.

Sincerely,

Jessica W. O'Connor
City Manager

Cc: Mariza Eller, City of Griffin
Steve Manley, Manley Acquisition Services, LLC

Re: City of Griffin, Georgia, Kincaid Avenue at East College Street Intersection Project
Project Parcel No. E1: Tax Parcel: 028 01013
Required Right of Way and/or Temporary Construction Easement Acquisition

I acknowledge receipt of the foregoing letter with enclosed notices; having reviewed it, I elect the following:

(Please indicate your choice by initialing in the blank provided.)

1. _____ I request the City first obtain an independent fee appraisal of my property prior to initiating negotiations; I have the right to accompany the appraiser while on my land;
2. LBS I will negotiate the sale of the land and/or easement(s) based upon the minimum initial offer as established by the Commission, based on current County tax appraisal as stated above, and waive the right to an appraisal;
3. _____ I want to donate the required easement(s) and receive a letter from the City acknowledging receipt of the donation.
4. _____ I do not wish to negotiate the sale of the easement to the City.

Initial →

This 3rd day of April, 2025.

Property Owner(s):

X Lillian B Shapard
BY: Lillian B. Shapard

A RESOLUTION

RESOLUTION BY THE BOARD OF COMMISSIONERS OF THE CITY OF GRIFFIN, GEORGIA, TO ACQUIRE REAL PROPERTY LOCATED AT TAX PARCEL ID#028 01013 IN THE CITY OF GRIFFIN, SPALDING COUNTY, GEORGIA FROM THE RESPECTIVE OWNER, LILLIAN B. SHAPARD, FOR THE SUM OF SIX THOUSAND EIGHT HUNDRED FORTY THREE AND NO/100THS ($6,843.00) DOLLARS, IN ACCORDANCE WITH THE TERMS AND CONDITIONS OF THE ATTACHED AGREEMENTS TO PURCHASE REAL ESTATE, DATED APRIL 3, 2025; AND FOR OTHER PURPOSES.

BE IT RESOLVED BY THE BOARD OF COMMISSIONERS OF THE CITY OF GRIFFIN, GEORGIA THAT THE ATTACHED AGREEMENT TO PURCHASE REAL ESTATE, DATED April 3, 2025, between Lillian B. Shapard and the City of Griffin, a Georgia municipal corporation, be approved. Authority is hereby given to Mayor Douglas S. Hollberg to execute said Agreement on behalf of the City and the City Manager to take such action, as needed, to close the transaction promptly. When rights of way and temporary construction easements have been acquired by the City, in fee simple, authorization is given to the establishment of a sidewalk and pedestrian bridge for the Hamilton Blvd. realignment project.

This 22nd day of April, 2025.

Board of Commissioners
City of Griffin, Georgia

By:_____
Douglas S. Hollberg, Mayor

Attest:_____
Jessica W. O'Connor, Secretary

(SEAL)

AGENDA ITEM SUMMARY

ITEM SUMMARY:

Consider a project framework agreement with Georgia Department of Transportation for the preliminary engineering of a sidewalk on Zebulon Road from Pineywood Road to Crescent Road via the Transportation Alternatives Program grant funding awarded to the City of Griffin in the amount of $400,000.00 in federal funding and $100,000.00 from the City's required local match. *Public Works Director, Mariza Eller, will address.*

SPECIAL CONSIDERATIONS OR CONCERNS:

The project framework agreement is to conduct preliminary engineering for a sidewalk on Zebulon Road connecting Pineywood Road to Crescent Road. This agreement signifies that the City is willing to enter into the agreement to complete the PE portion of the project. The City was awarded the TAP grant funding on November 21, 2024 for this project, which is a match grant. The City will receive $400,000.00 in federal funding for the PE portion of the project and the local funding will be $100,000.00. TSPLOST funds will be utilized for the local match.

STAFF RECOMMENDATION:

Staff recommends approval.

FINANCIAL IMPACT:

The Transportation Alternatives Program will provide the following in federal funding:
Preliminary Engineering: $400,000.00
Right of Way Acquisition: $400,000.00
Utility Relocations: $160,000.00
Construction: $2,240,000.00
The City of Griffin will be required to match with local funding per the following:
Preliminary Engineering: $100,000.00
Right of Way Acquisition: $100,000.00
Right of Way Acquisition: $40,000.00
Construction: $560,000.00
For the first portion of the project consisting of preliminary engineering, TSPLOST funds will be utilized in the amount of $100,000.00.

Submitted By:
Mariza Eller

Meeting Date:
22/04/2025

Reviewed By:
Jessica O'Connor

ATTACHMENTS:
0021158 Spalding 2025.03.06 PFA to Sponsor with AJW Signature.pdf

City of Griffin Award Letter.pdf

Russell R. McMurry, P.E., Commissioner
One Georgia Center
600 West Peachtree Street, NW
Atlanta, GA 30308
(404) 631-1000 Main Office

3/10/2025

Andrew J. Whalen, III PI No. 0021158, Spalding County
Zebulon Road from Pineywood Road to Crescent Road

Honorable Mayor Douglas S. Hollberg
City of Griffin
100 S. Street
Griffin, GA 30223
Attention: Mariza Eller, Director of Public Works

Dear Mayor Hollberg,

Attached is the Project Framework Agreement (PFA) detailing Preliminary Engineering commitments for the above referenced project.

Please review the attached agreement and if satisfactory, execute the agreement within the Contract Authorization Tracking System (CATS) using the DocuSign® electronic signature system. An electronic copy of the fully executed agreement will be sent for your project file. As referenced in the PFA, additional Specific Activity Agreements for Right of Way, Utility Relocation, and Construction will be sent at the appropriate time, if required.

If you have any questions about items contained in this agreement, please contact the Project Manager, Emily Tjung at (770) 263-5945.

Sincerely,

Kimberly W. Nesbitt

Kimberly W. Nesbitt
State Program Delivery Administrator

KWN:CCV:MSL:EST
Attachment(s)

cc: Dennis McEntire, State Transportation Board Member, Congressional District 3
Albert V. Shelby III, Director of Program Delivery
Tyler Peek, District 3 Engineer
Adam Smith, District 3 Preconstruction Engineer
Harland Smith, District 3 Planning & Programming Manager

PROJECT FRAMEWORK AGREEMENT
BY AND BETWEEN
GEORGIA DEPARTMENT OF TRANSPORTATION
AND
CITY OF GRIFFIN
FOR
TRANSPORTATION FACILITY IMPROVEMENTS

Please indicate which Catalog of Federal Domestic Assistance Number (CFDA) applies to this Agreement (Check only one):

☒ CFDA # 20.205 - Highway Planning and Construction
☐ CFDA # 20.219 - Recreational Trails Program
☐ Not Applicable – 100% State Programmed Funds

This Project Framework Agreement for Transportation Facility Improvements is made and entered into this _____ (the "Effective Date"), by and between the GEORGIA DEPARTMENT OF TRANSPORTATION, an agency of the State of Georgia, hereinafter called the "DEPARTMENT", and the City of Griffin, GEORGIA, hereinafter called "SPONSOR" (the "Agreement"). The DEPARTMENT and the SPONSOR may sometimes be referred to individually as the "PARTY" and collectively as the "PARTIES".

WHEREAS, the SPONSOR has represented to the DEPARTMENT a desire to improve the transportation facility described in Exhibit A, attached and incorporated herein by reference, identified as PI # 0021158 and hereinafter referred to as the "PROJECT"; and

WHEREAS, the SPONSOR has represented to the DEPARTMENT a desire to participate in certain activities, as applicable, including the funding of certain portions of the PROJECT and the DEPARTMENT has relied upon such representations; and

WHEREAS, the DEPARTMENT has expressed a willingness to participate in certain activities of the PROJECT as set forth in this Agreement; and

WHEREAS, the Constitution authorizes intergovernmental agreements whereby state and local entities may contract with one another "for joint services, for the provision of services, or for the joint or separate use of facilities or equipment; but such contracts must deal with activities, services or facilities which the contracting parties are authorized by law to undertake or provide." Ga. Constitution Article IX, §III, ¶I(a).

NOW THEREFORE, in consideration of the mutual promises made and of the benefits to flow from one to the other, the DEPARTMENT and the SPONSOR hereby agree each with the other as follows:

1. The SPONSOR has applied for and received "Qualification Certification" to administer federal-aid projects. The GDOT Local Administered Project (LAP) Certification Committee has reviewed, confirmed and approved the LAP certification for the SPONSOR (current expiration date: 9/30/2026) to develop federal project(s) within the scope of its certification and pursuant to and in accordance with the DEPARTMENT'S current versions of Local Administered Project Manual, the DEPARTMENT's Plan Development Process (hereinafter referred to as "PDP"), Electronic Data Guidelines, Plan Presentation Guide, and any other applicable DEPARTMENT guidance.

2. The DEPARTMENT shall participate in the PROJECT by funding all or certain portions of the PROJECT costs for the preconstruction engineering (design) activities, herein referred to as "PE", as specified in Exhibit A. SPONSOR shall contribute to the PROJECT by funding those PROJECT costs as set out in Exhibit A.

3. The funding portion as identified in Exhibit A of this Agreement only applies to the PE. **[**Further, the SPONSOR may be responsible for repayment of any expended federal funds if the PROJECT does not proceed forward to completion due to a lack of available funding in future PROJECT phases, changes in local priorities, or cancellation of the PROJECT by the SPONSOR without concurrence by the Federal Highway Administration (FHWA).

4. The SPONSOR shall accomplish the PE activities in accordance with and pursuant to the applicable guidelines of the American Association of State Highway and Transportation Officials, hereinafter referred to as "AASHTO", the DEPARTMENT's Standard Specifications Construction of Transportation Systems, and all applicable design guidelines and policies of the DEPARTMENT, in order to, among other goals, produce a cost-effective PROJECT. Failure to follow all applicable guidelines and policies will jeopardize the use of federal funds in some or all categories outlined in this Agreement, and it shall be the responsibility of the SPONSOR to make up the loss of that funding.

5. The primary consultant firm or subconsultants hired by the SPONSOR to provide services on the PROJECT shall be prequalified with the DEPARTMENT in the appropriate area-classes. The DEPARTMENT shall, on request, furnish the SPONSOR with a list of prequalified consultant firms in the appropriate area-classes. If there is federal-aid highway program funding participation, the SPONSOR shall comply with all applicable state and federal regulations for the procurement of engineering and design related services including but not limited to 23 C.F.R. Part 172 and the Brooks Architect-Engineers Act of 1972, for any consultant hired to perform work on the PROJECT. If there is no federal-aid highway program funding in the engineering and design related services contract, the contracting agency may procure the services in accordance with its own established policies and procedures which reflect applicable State and local laws. However, in such an event, the costs of consultant service contracts that utilize only State or local funding which were not procured, negotiated, or administered in accordance with applicable Federal laws and regulations would not be eligible to apply toward the non-Federal share of costs for subsequent phases (e.g., construction) of a project funded by the federal aid highway program.

6. The DEPARTMENT will be responsible for all railroad coordination on DEPARTMENT let and/or State Route (On-System) projects; the SPONSOR shall address concerns, comments, and requirements to the satisfaction of the railroad and the DEPARTMENT for the PROJECT. If the SPONSOR will let the PROJET to construction on off-system routes, the SPONSOR shall be responsible for all railroad coordination and shall address concerns, comments, and requirements to the satisfaction of the railroad and the DEPARTMENT for the PROJECT.

7. The DEPARTMENT reserves the right to review and approve all aspects of the PROJECT provided, however, this review and approval authority does not relieve the SPONSOR of its responsibilities under the terms of this Agreement.

8. The SPONSOR agrees that all reports, plans, drawings, studies, specifications, estimates, maps, computations, computer files and printouts, notes, and any other data, materials, and deliverables (for purposes of this Section 8, the "Documents and Data") prepared by or for SPONSOR under the terms of this Agreement shall become the exclusive property of the DEPARTMENT if the PROJECT is being let by the DEPARTMENT. The SPONSOR shall deliver a printed hardcopy with an electronic copy of the Documents and Data to the DEPARTMENT upon request, but no later than the advertisement of the PROJECT for letting. The hardcopy of the Documents and Data shall be organized, indexed, and bound, and the electronic copy shall be delivered in a compatible format as instructed by the DEPARTMENT. In the event the PROJECT is not being let by the DEPARTMENT, the DEPARTMENT shall have the right to use the Documents and Data without restriction or limitation and without compensation to the SPONSOR.

9. The SPONSOR shall be responsible for the professional quality, technical accuracy, and the coordination of all reports, designs, drawings, specifications, and other services furnished by or on behalf of the SPONSOR pursuant to this Agreement. The SPONSOR shall correct or revise, or cause to be corrected or revised, any errors or deficiencies in the reports, designs, drawings, specifications, and other services furnished for this PROJECT. Failure by the SPONSOR to address the errors, omissions or deficiencies within 30 days of notification shall cause the SPONSOR to assume all responsibility for construction delays and supplemental agreements caused by the errors and deficiencies. All revisions shall be coordinated with the DEPARTMENT prior to issuance. The SPONSOR shall also be responsible for any claim, damage, loss or expense, to the extent allowed by law that is attributable to errors,

omissions, or negligent acts related to the designs, drawings, specifications, and other services furnished by or on behalf of the SPONSOR pursuant to this Agreement.

10. INSURANCE. The SPONSOR shall provide insurance under this Agreement as follows:

a. It is understood that the SPONSOR (*select the applicable statement*):

☒ shall obtain coverage from SPONSOR's private insurance company or cause SPONSOR's consultant/contractor to obtain coverage

OR

☐ is self-insured.

Prior to beginning the work, the SPONSOR shall furnish to the DEPARTMENT, a copy of the certificates and the endorsement page for the minimum amounts of insurance indicated below in this Section 10 of the Agreement.

b. Minimum Amounts. The following minimum amount of insurance from insurers rated at least A– by A. M. Best's and registered to do business in the State of Georgia:

i. Commercial General Liability Insurance of at least $1,000,000 per occurrence $3,000,000 aggregate, including Automobile Comprehensive Liability Coverage with bodily injury in the minimum amount of $1,000,000 combined single limits each occurrence. DEPARTMENT shall be named as an additional insured and a copy of the policy endorsement shall be provided with the insurance certificate.

ii. Professional Liability (Errors and Omissions) Insurance with limits of at least:
   a) For Professionals – $1,000,000 per claim and $1,000,000 in aggregate coverage;
   b) For Sub-consultant Engineers and Architects – $1,000,000 per claim and $1,000,000 in aggregate coverage;
   c) For Other Consultants – $1,000,000 per claim and $1,000,000 in aggregate coverage.
   d) Professional liability insurance that shall be either a practice policy or project-specific coverage. Professional liability insurance shall contain prior acts coverage for services performed for this PROJECT. If project-specific coverage is used, these requirements shall be continued in effect for two years following final completion for the PROJECT.

iii. Workmen's Compensation Insurance, in accordance with the laws of the State of Georgia.

c. The above-listed insurance coverages shall be maintained in full force and effect for the entire term of the Agreement.

d. The insurance certificate must provide the following:
   i. Name, address, signature and telephone number of authorized agents.
   ii. Name and address of insured.
   iii. Name of Insurance Company.
   iv. Description of coverage in standard terminology.
   v. Policy number, policy period and limits of liability.
   vi. Name and address of DEPARTMENT as certificate holder.
   vii. Thirty (30) day notice of cancellation.
   viii. Details of any special policy exclusions.

e. Waiver of Subrogation. There is no waiver of subrogation rights by either PARTY with respect to insurance.

f. If and to the extent such damage or loss (including costs and expenses) as covered by this indemnification set forth herein is paid by the State Tort Claims Trust Fund, the State Authority Liability Trust Fund, the State Employee Broad Form Liability Fund, the State Insurance and Hazard Reserve Fund, and other self-insured funds established and maintained by the State of Georgia Department of Administrative Services Risk Management Division or any successor agency (all such funds hereinafter collectively referred to as the "Funds"), in satisfaction of any liability, whether established by judgment or settlement, the SPONSOR and its consultant/contractor agrees to reimburse the Funds for such monies paid out by the Funds.

11. Compensation; Invoicing and Payment.

a. It is understood and agreed that the total estimated PE cost for the PROJECT is Five Hundred Thousand dollars and Zero cents ($500,000.00).

b. It is agreed that the total maximum reimbursable amount the DEPARTMENT will pay is Four Hundred Thousand dollar and Zero cents ($400,000.00). The DEPARTMENT will reimburse at eighty percent (80%) up to the total maximum reimbursable amount, which is the DEPARTMENT'S maximum obligation.

c. The SPONSOR shall be responsible for all amounts in excess of the total maximum reimbursable amount.

d. The SPONSOR should submit invoices to the DEPARTMENT on a monthly basis to include a report on what was accomplished during the month, anticipated work to be done during the next month and any problems encountered or anticipated. Upon approval of each submitted invoice, the DEPARTMENT shall make payment to the SPONSOR as the work progresses, but not more often than once a month, until the work is completed, or the DEPARTMENT has met its total maximum obligation set forth in this Section 11.

12. EXHIBITS, ATTACHMENTS & APPENDICES. The Parties acknowledge that the following Exhibits and Attachments to this Agreement are hereby incorporated into and made a part of this Agreement as though expressly written herein:

EXHIBIT A – Project Financial Report

APPENDIX A – Georgia Security and Immigration Compliance Act Affidavit
APPENDIX B – Sexual Harassment Prevention Policy Compliance
APPENDIX C – Certification of City of Griffin Drug Free Workplace
APPENDIX D – Certification of Compliances
APPENDIX E – Title VI Certification and Acknowledgement Form
APPENDIX F – Certificate of Compliance with Annual Immigration Reporting Requirements/No Sanctuary Policy/Federal Law Enforcement Cooperation

13. COMPLIANCE WITH APPLICABLE LAWS

a. The undersigned, on behalf of SPONSOR, certifies that the provisions of Section 45-10-20 through 45-10-28 of the Official Code of Georgia Annotated ("O.C.G.A.") relating to Conflict of Interest and State employees and officials trading with the State have been complied with in full.

b. The provisions of O.C.G.A. § 50-24-1 through 50-24-6 relating to the "Drug-Free Workplace Act" have been complied with in full, as stated in Appendix C of this Agreement.

c. SPONSOR has read and understands the regulations for State Audit Requirement as stated in Appendix D of this Agreement ("Certification of Compliances") and will comply in full with said provisions of O.C.G.A. § 36-81-7.

d. By execution of this Agreement, the undersigned certifies on behalf of the SPONSOR under penalty of law that the SPONSOR is in compliance with the service delivery strategy law (O.C.G.A. Sections 36-70-1 *et seq.)* as stated in Appendix D and is not debarred from receiving financial assistance from the State of Georgia.

e. By execution of this Agreement, the undersigned certifies on behalf of SPONSOR under penalty of law that SPONSOR is in compliance with the service delivery strategy law (O.C.G.A. § 36-70-20 et seq.) and is not debarred from receiving financial assistance from the State of Georgia.

f. SPONSOR hereby agrees that it shall comply, and shall require its subcontractors to comply, with all applicable requirements of the American with Disabilities Act of 1990 (ADA), 42 U.S.C. 12101, *et seq*. and 49 U.S.C. 322; Section 504 of the Rehabilitation Act of 1973, as amended, 29 U.S.C. 791; and regulations and amendments thereto.

g. Pursuant to O.C.G.A. § 13-10-91, SPONSOR and all contractors and subcontractors performing work under this Agreement are, and shall be at all times, in compliance with the Federal Work Authorization Program. Prime contractors and subcontractors may participate in any of the electronic verification work authorization programs operated by the United States Department of Homeland Security or any equivalent federal work authorization program operated by the United State Homeland Security to verify information of newly hired employees, pursuant to the Immigration Reform and Control Act of 1986 ("IRCA"), as stated in Appendix A of this Agreement ("Georgia Security and Immigration Compliance Act Affidavit").

h. SPONSOR hereby agrees that neither it nor its subcontractors shall discriminate on the basis of age, race, color, sex, national origin, religion or disability and that it and its subcontractors shall comply, at a minimum, with the following Georgia laws: the Georgia Age Discrimination Act (O.C.G.A. § 34-1-2 et seq.); the Georgia Equal Employment for Persons with Disabilities Code (O.C.G.A. § 34-6A-1 et seq.); and the Sex Discrimination in Employment (O.C.G.A. § 34-5-1 et seq.). SPONSOR further agrees that it and its subcontractors will comply with any and all state and federal laws not specifically stated herein addressing discrimination to the extent that such is applicable.

i. The SPONSOR acknowledges and agrees that it shall require its contractors and subcontractors to comply with the State of Georgia's Sexual Harassment Prevention Policy, as stated in Appendix B of this Agreement.

j. The SPONSOR acknowledges and agrees that it is, and shall at all times be, in compliance with O.C.G.A. § 50-36-4(b), O.C.G.A. § 35-1-17 *et seq.*, and O.C.G.A. § 36-80-23(b) relating to "Annual Immigration Reporting Requirements/No Sanctuary Policy/Federal Law Enforcement Cooperation" as stated in Appendix F of this Agreement.

k. SPONSOR acknowledges and agrees that failure to complete appropriate certifications or the submission of a false certification shall result in the termination of this Agreement.

14. NOTICE. The telephone numbers, contact persons, and mailing addresses listed below for the DEPARTMENT's and the SPONSOR's representatives may be changed during the term of this Agreement by written notification to the other PARTY. Notices given pursuant to this Agreement shall be in writing and shall be to the DEPARTMENT or SPONSOR by delivering them in person, via email, or by depositing it in the U.S. mail postage prepaid, addressed to the parties as follows:

DEPARTMENT
Name: Kimberly W. Nesbitt
Title: State Program Delivery Administrator
600 West Peachtree Street, NW,
25th Floor
Atlanta, Georgia 30308
Telephone#:(404) 631-1575
E-mail: knesbitt@dot.ga.gov

SPONSOR
Name: Mariza Eller
Title: Public Works Director
100 S. Street
Griffin, GA 30223

Telephone#:(770)-229-6423
Email: meller@cityofgriffin.com

In the event that any of the above identified individuals are no longer serving at their identified position, any notices, requests, demands and other communications shall be sent to the current individual in the position. If any of the above identified positions no longer exist, any notices, requests, demands and other communications shall be sent to an equivalent position within the PARTY, as identified by the PARTY.

15. COST ESTIMATE. SPONSOR shall provide to GDOT for its review a preliminary Right of Way (ROW) cost estimate. The preliminary ROW cost estimate must be completed by firms or individuals currently approved and on GDOT's prequalified consultant for the C-9 discipline for ROW. To be approved for the C-9 discipline, firms or individuals must comply with and meet the documentation and experience requirements as set forth more fully in . **https://www.dot.ga.gov/GDOT/pages/rightofway.aspx**. SPONSOR is advised that the C-9 discipline and all other applicable prequalifications must be current prior to the commencement of this work and throughout the term of the Agreement.

16. MISCELLANEOUS.

a. Amendment. No modification of or amendment to this Agreement will be binding on either PARTY hereto unless such modification or amendment will be properly authorized, in writing, properly signed by both PARTIES and incorporated in and by reference made a part hereof.

a. Governing Law. This Agreement is made and entered into in FULTON COUNTY, GEORGIA, and shall be governed and construed under the laws of the State of Georgia.

b. Continuity. Each of the provisions of this Agreement will be binding upon and inure to the benefit and detriment of the PARTIES and the successors and assigns of the PARTIES hereto.

c. If any provision of this Agreement is determined to be invalid or unenforceable, the remaining provisions shall remain in force and unaffected to the fullest extent permitted by law and regulation.

d. No Third Party Beneficiaries. Nothing contained herein shall be construed as conferring upon or giving to any person, other than the PARTIES hereto, any rights or benefits under or by reason of this Agreement.

e. Non-Waiver. No failure of any PARTY to exercise any right or power given to such PARTY under this Agreement, or to insist upon strict compliance by another PARTY with the provisions of this Agreement, and no custom or practice of any PARTY at variance with the terms and conditions of this Agreement, will constitute a waiver of any PARTY 's right to demand exact and strict compliance by the other PARTY with the terms and conditions of this Agreement.

f. Severability. If any provision of this Agreement is determined to be invalid or unenforceable, the remaining provisions shall remain in force and unaffected to the fullest extent permitted by law and regulation.

g. Execution Counterparts. This Agreement may be executed in several counterparts, each of which shall be an original and all of which shall constitute but one and the same instrument.

h. Captions. The captions or headings in this Agreement are for convenience only and in no way define, limit or describe the scope or intent of any provisions of this Agreement.

i. Interpretation. The PARTIES stipulate that for good business reasons, each has determined to negotiate, and each PARTY has had significant voice in the preparation of this Agreement. Should any provision of this Agreement require judicial interpretation, it is agreed that the Court interpreting or construing it shall not construe the Agreement more strictly against either PARTY because it drafted a particular provision, or the provision was for the PARTY's benefit, or the PARTY enjoyed a superior bargaining position.

j. Authority/Signature. The individual signing this Agreement on behalf of each PARTY represents that (s)he has the actual authority to sign this Agreement on behalf of such PARTY, and to bind such PARTY to the terms and conditions of this Agreement.

g. Entire Agreement. This Agreement supersedes all prior negotiations, discussion, statements and agreements between the PARTIES and constitutes the full, complete and entire agreement between the PARTIES with respect hereto. No member, officer, employee or agent of either PARTY has authority to make, or has made, any statement, agreement, representation or contemporaneous agreement, oral or written, in connection herewith, amending, supplementing, modifying, adding to, deleting from, or changing the terms and conditions of this Agreement. .

THE REMAINDER OF THIS PAGE INTENTIONALLY LEFT BLANK.
SIGNATURES ARE ON THE FOLLOWING PAGE.

IN WITNESS WHEREOF, said PARTIES have hereunto set their hands and affixed their seals the day and year above first written.

GEORGIA DEPARTMENT OF TRANSPORTATION

By: _____
Commissioner

Attest:

_____
Treasurer

CITY OF GRIFFIN, GEORGIA

By_____(Seal)
Mayor
Name: Douglas S. Hollberg

Signed, sealed and delivered this _____,
in the presence of:

_____
Notary Public (Notary Seal)
Name: Susan Bartholomew
Title: Senior Executive Assistant

This Agreement, approved by
City of Griffin, on _____(date)

Attest:

_____
Jessica O'Connor, City Manager

Federal Employer Identification
Number: 58-6000587

Approved as to form:

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

EXHIBIT A

Project: 0021158

Description:	ZEBULON ROAD FROM PINEYWOOD ROAD TO CRESCENT ROAD
Project Manager Name:	Tjung, Emily
Office:	Program Delivery
Counties:	Spalding
Congressional Districts:	003

Engineer Estimates

Activity	Original	Current	Change	% Change	Original Cost Est Date	Current Cost Est Date
No Engineered Estimates Data Available						

Programmed Funds

Activity	Fund Code	Activity Status	Federal Funding	AC Funding	State Funding	Local Funding	Total Funding
CST	Y307	PRECST	$2,240,000.00	$.00	$.00	$560,000.00	$.00
		CST Subtotal:	**$2,240,000.00**	**$.00**	**$.00**	**$560,000.00**	**$2,800,000.00**
PE	Y307	PRECST	$400,000.00	$.00	$.00	$100,000.00	$.00
		PE Subtotal:	**$400,000.00**	**$.00**	**$.00**	**$100,000.00**	**$500,000.00**
ROW	Y307	PRECST	$400,000.00	$.00	$.00	$100,000.00	$.00
		ROW Subtotal:	**$400,000.00**	**$.00**	**$.00**	**$100,000.00**	**$500,000.00**
UTL	Y307	PRECST	$160,000.00	$.00	$.00	$40,000.00	$.00
		UTL Subtotal:	**$160,000.00**	**$.00**	**$.00**	**$40,000.00**	**$200,000.00**
		TOTALS:	**$3,200,000.00**	**$.00**	**$.00**	**$800,000.00**	**$4,000,000.00**

APPENDIX A
GEORGIA SECURITY AND IMMIGRATION COMPLIANCE ACT AFFIDAVIT

P.I.# and Project Description:	0021158 Zebulon Road from Pineywood Road to Crescent Road
Sponsor Name:	City of Griffin
Sponsor Address:	100 S. Street Griffin, GA 30223

SPONSOR AFFIDAVIT

By executing this affidavit, the undersigned person or entity verifies its compliance with O.C.G.A. § 13-10-91, stating affirmatively that the individual, entity or corporation which is engaged in the physical performance of services on behalf of the Georgia Department of Transportation has registered with, is authorized to use and uses the federal work authorization program commonly known as E-Verify, or any subsequent replacement program, in accordance with the applicable provisions and deadlines established in O.C.G.A. § 13-10-91.

Furthermore, the undersigned person or entity will continue to use the federal work authorization program throughout the contract period and the undersigned person or entity will contract for the physical performance of services in satisfaction of such contract only with subcontractors who present an affidavit to the contractor with the information required by O.C.G.A. § 13-10- 91(b). The undersigned person or entity hereby attests that its federal work authorization user identification number and date of authorization are as follows:

47205
Federal Work Authorization User Identification Number
(EEV/E-Verify Company Identification Number)

7/12/2007
Date of Authorization

City of Griffin
Name of Sponsor

I hereby declare under penalty of perjury that the foregoing is true and correct

Jessica O'Connor
Printed Name (of Authorized Officer or Agent)

City Manager
Title (of Authorized Officer or Agent)

Signature (of Authorized Officer or Agent)

Date Signed

SUBSCRIBED AND SWORN BEFORE ME ON THIS THE

_____DAY OF_____, 20_____

Notary Public

My Commission Expires: 10/3/2026

[NOTARY SEAL]

APPENDIX B
SEXUAL HARASSMENT PREVENTION POLICY COMPLIANCE

The State of Georgia promotes respect and dignity and does not tolerate sexual harassment in the workplace. The State is committed to providing a workplace and environment free from sexual harassment for its employees and for all persons who interact with state government. All State of Georgia employees are expected and required to interact with all persons including other employees, contractors, and customers in a professional manner that contributes to a respectful work environment free from sexual harassment. Furthermore, the State of Georgia maintains an expectation that its contractors and their employees and subcontractors will interact with entities of the State of Georgia, their customers, and other contractors of the State in a professional manner that contributes to a respectful work environment free from sexual harassment.

Pursuant to the State of Georgia's Statewide Sexual Harassment Prevention Policy (the "Policy"), all contractors who are regularly on State premises or who regularly interact with State personnel must complete sexual harassment prevention training on an annual basis.

A contractor, including its employees and subcontractors, who have violated the Policy, including but not limited to engaging in sexual harassment and/or retaliation may be subject to appropriate corrective action. Such action may include, but is not limited to, notification to the employer, removal from State premises, restricted access to State premises and/or personnel, termination of contract, and/or other corrective action(s)deemed necessary by the State.

A. If Contractor is an individual who is regularly on State premises or who will regularly interact with State personnel, Contractor certifies that:

a. Contractor has received, reviewed, and agreed to comply with the State of Georgia's Statewide Sexual Harassment Prevention Policy located at https://doas.ga.gov/human-resources-administration/sexual-harassment-prevention/Statewide-Sexual-Harassment-Prevention-Policy;
b. Contractor has completed sexual harassment prevention training in the last year; or will complete the Georgia Department of Administrative Services' sexual harassment prevention training located at https://doas.ga.gov/human-resources-administration/employee-training (scroll down to section for entities without a LMS section) or this direct link https://www.youtube.com/embed/NjVt0DDnc2s?rel=0 prior to accessing State premises and prior to interacting with State employees; and on an annual basis thereafter; and,
c. Upon request by the State, Contractor will provide documentation substantiating the completion of sexual harassment training.

B. If Contractor has employees and subcontractors that are regularly on State premises or who will regularly interact with State personnel, Contractor certifies that:

a. Contractor will ensure that such employees and subcontractors have received, reviewed, and agreed to comply with the State of Georgia's Statewide Sexual Harassment Prevention Policy located at https://doas.ga.gov/human-resources-administration/board-rules-policy-and-compliance/jointly-issuedstatewide-policies/sexual-harassment-prevention-policy;
b. Contractor has provided sexual harassment prevention training in the last year to such employees and subcontractors and will continue to do so on an annual basis; or Contractor will ensure that such employees and subcontractors complete the Georgia Department of Administrative Services' sexual harassment prevention training located at https://doas.ga.gov/human-resources-administration/employee-training (scroll down to section for entities without a LMS section) or this direct link https://www.youtube.com/embed/NjVt0DDnc2s?rel=0 prior to accessing State premises and prior to interacting with State employees; and on an annual basis thereafter; and

C. Upon request of the State of the Georgia Department of Transportation, Contractor will provide documentation substantiating such employees and subcontractors' acknowledgment of the State of Georgia's Statewide Sexual Harassment Prevention Policy and annual completion of sexual harassment prevention training.

APPENDIX C
CERTIFICATION OF CITY OF GRIFFIN
DRUG-FREE WORKPLACE

I hereby certify that I am a duly authorized representative of City of Griffin whose address is 100 S. Street, Griffin, GA 30223 and it is also certified that:

1. The provisions of Section 50-24-1 through 50-24-6 of the Official Code of Georgia Annotated, relating to the "Drug-Free Workplace Act" have been complied with in full; and

2. A drug-free workplace will be provided for SPONSOR's employees during the performance of the contract; and

3. Each subcontractor hired by SPONSOR shall be required to ensure that the subcontractor's employees are provided a drug-free workplace. SPONSOR shall secure from that subcontractor the following written certification: "As part of the subcontracting agreement with _____ _____, _____ certifies to SPONSOR that a drug-free workplace will be provided for the subcontractor's employees during the performance of this contract pursuant to paragraph (7) of subsection (b) of the Official Code of Georgia Annotated Section 50-24-3"; and

4. It is certified that the undersigned will not engage in unlawful manufacture, sale, distribution, dispensation, possession, or use of a controlled substance or marijuana during the performance of the contract.

_____ _____
Date Signature

Name: Jessica O'Connor

Title: City Manager

APPENDIX D
CERTIFICATION OF COMPLIANCES

I hereby certify that I am a duly authorized representative of City of Griffin whose address is 100 S. Streer, Griffin, GA 30223 and it is also certified that:

I. PROCUREMENT REQUIREMENTS

The below listed provisions of State Procurement requirements shall be complied with throughout the contract period:

(a) Provisions of Section Chapters 2 and Chapters 4 of the Title 32 of the Official Code of Georgia Annotated. Specifically, as to the County the provisions of O.C.G.A. § 32-4-40 et seq. and as to the Municipality the provisions of O.C.G.A. § 32-4-92 et seq.

II. STATE AUDIT REQUIREMENT

The provisions of Section 36-81-7 of the Official Code of Georgia Annotated, relating to the "Requirement of Audits" shall be complied with throughout the contract period in full, including but not limited to the following provisions:

(a) Each unit of SPONSOR having a population in excess of 1,500 persons or expenditures of $550,000.00 or more shall provide for and cause to be made an annual audit of the financial affairs and transactions of all funds and activities of SPONSOR for each fiscal year of SPONSOR.

(b) The governing authority of each local unit of government not included above shall provide for and cause to be made the audit required not less often than once every two fiscal years.

(c) The governing authority of each local unit of government having expenditures of less than $550,000.00 in that government's most recently ended fiscal year may elect to provide for and cause to be made, in lieu of the biennial audit, an annual report of agreed upon procedures for that fiscal year.

(d) A copy of the report and any comments made by the state auditor shall be maintained as a public record for public inspection during the regular working hours at the principal office of SPONSOR. Those units of SPONSOR not having a principal office shall provide a notification to the public as to the location of and times during which the public may inspect the report.

III. SERVICE DELIVERY STRATEGY REQUIREMENT

The provisions of Section 36-70-20 et seq. of the Official Code of Georgia, relating to the "Coordinated And Comprehensive Planning And Service Delivery By Counties And Municipalities", as amended, has been complied with throughout the contract period.

_____ _____

Date Signature

Name: Jessica O'Connor

Title: City Manager

APPENDIX E
TITLE VI INTRODUCTION

As a sub-recipient of federal funds from Georgia Department of Transportation, all municipalities are required to comply with Title VI of the Civil Rights Act of 1964 which provides that:

"No person in the United States shall on the grounds of race, color, or national origin, be excluded from participation in, or be denied the benefits of, or be subjected to discrimination under any program or activity receiving federal assistance under This title or carried out under this title."

Additionally, the Civil Rights Restoration Act of 1987, expanded the definition of the terms "programs and activities" to include all programs or activities of federal recipients, subrecipients, and contractors, whether or not such programs and activities are federally assisted.

The provisions of Title VI apply to all contractors, subcontractors, consultants and suppliers. And is a condition for receiving federal funds. All sub recipients must sign Title VI assurances that they will not discriminate as stated in Title VI of the Civil Rights Act of 1964.

In the event that the sub recipient distributes federal aid funds to second tier entity, the subrecipient shall include Title VI language in all written documents and will monitor for compliance. If, these assurances are not signed, the City or County government may be subjected to the loss of federal assistance.

All sub recipients that receive federal assistance must also include Federal Highways Administrations 1273 in their contracts. The FHWA 1273 sets out guidance for ensuring non-discrimination and encouraging minority participation and outreach.

Enclosed you will find Title VI acknowledgment form and the Title VI assurances. The Title VI acknowledgment form and Title VI assurances must be signed by the SPONSOR official if it has not been signed.

TITLE VI ACKNOWLEDGEMENT FORM

The City of Griffin assures that no person shall on the grounds or race, color, national origin or sex as provided by Title VI of the Civil Rights Act of 1964, and the Civil Rights Restoration Act of 1987 be excluded from participation in, be denied the benefits of, or otherwise be subjected to discrimination under any City or County sponsored program or activity. The City of Griffin assures that every effort will be made to ensure nondiscrimination in all of its programs or activities, whether those programs are federally funded or not.

Assurance of compliance therefore falls under the proper authority of the City Council or the County Board of Commissioners. The Title VI Coordinator or Liaison is authorized to ensure compliance with provisions of this policy and with the Law, including the requirements of 23 Code of Federal Regulations (CFR) 200 and 49 CFR 21.

_____ _____

Jessica O'Connor, City Manager Date

Citations:
Title VI of the Civil Rights Act of 1964; 42 USC 2000d to 2000d-4;42 USC 4601to 4655;23 USC 109(h); 23 USC 324; DOT Order 1050.2; EO 12250; EO 12898; 28CFR 50.3

Other Nondiscrimination Authorities Expanded the range and scope of Title VI coverage and applicability

The 1970 Uniform Act (42 USC 4601)
Section 504 of the 1973 Rehabilitation Act (29 USC 790) The 1973 Federal-aid Highway Act (23 USC 324)
The 1975 Age Discrimination Act (42 USC 6101) Implementing Regulations (49 CFR 21& 23 CFR 200) Executive Order 12898 on Environmental Justice (EJ) Executive Order 13166 on Limited English Proficiency (LEP)

NOTICE TO SPONSOR
COMPLIANCE WITH TITLE VI OF THE CIVIL RIGHTS ACT OF 1964

During the performance of this contract, the SPONSOR, City of Griffin, for itself, its assignees, and successors in interest (hereinafter referred to as the "SPONSOR"), agree as follows:

1. Compliance with Regulations
   The SPONSOR shall comply with the Regulations relative to nondiscrimination in federally assisted programs of the Department of Transportation (hereinafter referred to as DOT), Title 49, Code of Federal Regulations, part 21, as they may be amended from time to time, (hereinafter referred to as the Regulations), which are herein incorporated by reference and made a part of this contract.

2. Nondiscrimination
   The SPONSOR, with regard to the work performed by it during the contract, shall not discriminate on the grounds of race, color, sex, or national origin in the selection and retention of subcontractors, including procurement of materials and leases of equipment. The SPONSOR shall not participate either directly or indirectly in discrimination prohibited by Section 21.5 of the Regulations, including employment practices when the contract covers a program set forth in Appendix B of the Regulations.

3. Solicitations for Subcontracts, Including Procurement of Materials and Equipment
   In all solicitations either by competitive bidding or negotiations made by the SPONSOR for work to be performed under a subcontract, including procurement of materials or leases of equipment, each potential subcontractor or supplier shall be notified by the SPONSOR of the SPONSOR's obligations under this contract and the Regulations relative to nondiscrimination on the ground of race, color, sex, or national origin.

4. Information and Reports
   The SPONSOR shall provide all information and reports required by the Regulations or directives issued pursuant thereto, and shall permit access to its books, records, accounts, other sources of information and its facilities as may be determined by the State Department of Transportation or the Federal Highway Administration to be pertinent to ascertain compliance with such Regulations, orders, and instructions. Where any information required of a sponsor is in the exclusive possession of another who fails or refuses to furnish this information, the SPONSOR shall so certify to the State Department of Transportation, or the Federal Highway Administration as appropriate, and shall set forth what efforts it has made to obtain the information.

5. Sanctions for Noncompliance
   In the event of the SPONSOR's noncompliance with the nondiscrimination provisions of this contract, the State Department of Transportation shall impose such contract sanctions as it or the Federal Highway Administration may determine to be appropriate, including, but not limited to:

   a. Withholding of payments to the SPONSOR under the contract until the SPONSOR complies; and/or b. Cancellation, termination, or suspension of the contact, in whole or in part.

6. Incorporation of Provisions
   The SPONSOR shall include the provisions of paragraphs (I) through (6) in every subcontract, including procurement of materials and leases of equipment, unless exempt by the Regulations, or directives issued pursuant thereto.

   The SPONSOR shall take such action with respect to any subcontractor or procurement as the State Department of Transportation or the Federal Highway Administration may direct as a means of enforcing such provisions including sanctions for noncompliance: Provided, however, that in the event SPONSOR becomes involved in, or is threatened with, litigation with a subcontractor or supplier as a result of such direction, the SPONSOR may request the State to enter into such litigation to protect the interests of the state and, in addition, the SPONSOR may request the United States to enter into such litigation to protect the interests of the United States.

APPENDIX F

CERTIFICATION OF COMPLIANCE WITH ANNUAL IMMIGRATION REPORTING REQUIREMENTS/ NO SANCTUARY POLICY/FEDERAL LAW ENFORCEMENT COOPERATION

By executing this document, the undersigned duly authorized representative of the SPONSOR, certifies that the SPONSOR:

1) has filed a complaint Annual Immigration Compliance Report with the Georgia Department of Audits & Accounts ("GDA&A") for the preceding calendar year required by O.C.G.A. § 50-36-4(b), or has been issued a written exemption from GDA&A from doing so;

2) has not enacted a "Sanctuary Policy" in violation of O.C.G.A. § 36-80-23(b); and,

3) is in compliance with O.C.G.A. §§ 35-1-17 *et seq.* regarding its obligation to cooperate with federal immigration enforcement authorities to deter the presence of criminal illegal aliens.

As an ongoing condition to receiving funding from the Georgia Department of Transportation, the SPONSOR shall continue to remain fully compliant with O.C.G.A. §§ 50-36-4, 36-80-23 and 35-1-17 *et seq.* for the duration of time the subject agreement is in effect.

_____
Signature of Authorized Officer or Agent

Jessica O'Connor

_____
Printed Name of Authorized Officer or Agent

City Manager

_____
Title of Authorized Officer or Agent

_____
Date

Georgia Department of Transportation

One Georgia Center
600 West Peachtree Street NW,
Atlanta, GA 30308
(404) 631-1000 Main Office

November 21, 2024

Honorable Douglas S. Hollberg, Mayor
City of Griffin
100 S Hill St.
Griffin, Georgia 30223
Attn: Mariza Eller, Public Works Director

Subject: Transportation Alternatives (TA) Acceptance Letter

Dear Mayor Hollberg and Ms. Eller,

Congratulations! The Georgia Department of Transportation (GDOT) is pleased to inform you that your application for TA funding has been accepted. It is with great satisfaction that we deliver this letter to convey important information regarding this project's next steps.

Currently, your award for the sidewalk improvement project within the City of Griffin in Spalding County is approved under the condition that the required twenty percent (20%) Local match is met for the awarded PE phase of the project. This brings the City's participation in PE to $100,000.

For future phases, you are no longer required to submit a new application for the subsequent phases listed in the table below. Once the City notifies GDOT that you are prepared to proceed with the next phase of the project and have secured the required local match, our office will take the necessary steps to program the next phase.

The City of Griffin has provided the funding totals for the phases listed in the table below on the application. Based upon your request, please review the required Local Match for the requested phase. The City of Griffin is required to confirm that these funds will be made available for the requested fiscal years by contacting TAPapplications@dot.ga.gov no later than Friday, December 13, 2024.

	Fiscal Year	Cost Estimate	Federal Match	Local Match
Prelim. Engineering (PE)	2025	$500,000	$400,000	$100,000
Right of Way (ROW)	2027	$500,000	$400,000	$100,000
Construction (CST)	2028	$2,800,000	$2,240,000	$560,000
Utilities (UTL)	2028	$200,000	$160,000	$40,000
Local Match Total*				$800,000

**All totals represented here are estimated amounts only, updated costs will be required before authorization of funds for each phase (except for PE).*

When GDOT receives your confirmation, the Office of Planning will notify the GDOT Office of Program Delivery. They will inform you by letter who your assigned Project Manager will be and begin the process of

executing a Project Framework Agreement (PFA) with the City of Griffin. As referenced in the PFA, additional specific activity agreements for Right of Way, Utility Relocation, and Construction will be sent at the appropriate time, if required. The assigned Project Manager will be the point of contact moving forward and will be available to discuss the GDOT Planning Development Process with you.

If you have any questions, please contact Benjamin Kane (bekane@dot.ga.gov) of this office.

Sincerely,

Matthew Markham

Digitally signed by Matthew Markham
Date: 2024.11.22 09:29:39 -05'00'

Matt Markham
Deputy Director of Planning

MM:SHD:MRC:BCL:bk

Cc: Russell McMurry, P.E., Commissioner
Jannine Miller, Director of Planning
Honorable Dennis McEntire, State Transportation Board Member & Secretary, Congressional District 3
Meg Pirkle, P.E., Chief Engineer
Andrew Heath, P.E., Deputy Chief Engineer
Albert Shelby, Director of Program Delivery
Kimberly Nesbitt, State Program Delivery Administrator
Tyler Peek, P.E., District 3 Engineer
Adam Smith, P.E., District 3 Preconstruction Engineer
Harland Smith, District 3 Planning and Programming Liaison
Andrew Torrey, Rural Planning Branch Chief

AGENDA ITEM SUMMARY

ITEM SUMMARY:

Consider a contact amendment with Doric Vault Company for interment and burial services at Oak Hill Cemetery with the cost of service provided as stated in the price sheet within the contract amendment. *Public Works Director, Mariza Eller, will address.*

SPECIAL CONSIDERATIONS OR CONCERNS:

On April 1, 2025 Doric Vault Company notified the City of Griffin, in writing, of a proposed price increase starting July 1, 2025. Per the original contract dated May 14, 2024 to begin July 1, 2024, Doric Vault Company is to notify the City of Griffin of any potential price increase 90 days prior to the contract renewal date. Doric has stated they have experienced significant cost increases in raw materials, fuel prices, gas, personnel, and insurance. Doric has strived to keep their prices low; however, this year they are requesting to increase the cost of their services.

STAFF RECOMMENDATION:

Staff recommends approval.

FINANCIAL IMPACT:

The Cemetery has budgeted funds within 101-4910-52-1300 (Technical Services) for interment and burial services.

Submitted By:
Mariza Eller

Meeting Date:
22/04/2025

Reviewed By:
Jessica O'Connor

ATTACHMENTS:
First Amendment Doric Contract 2025 - Term 2 of 5 - 4.9.25.pdf
cogprinters@cityofgriffin.com_20250410_135936.pdf
Doric Contract 5.14.24 - SIGNED.pdf
Current Doric Prices for FY25.pdf

FIRST AMENDMENT TO SERVICES AGREEMENT

THIS AGREEMENT, made and entered this ____ day of _____, 2025, by and between the CITY OF GRIFFIN, a Georgia municipal corporation (hereafter the "City") and "DORIC OF CENTRAL GEORGIA / DORIC VAULT COMPANY" (hereafter "Doric"), provides as follows:

1.

City of Griffin and Doric are Parties to a Services Agreement executed on May 14, 2024 whereby Doric agrees to provide grave opening and interment services in the City's cemeteries in fulfillment of the Bid Solicitation attached to the Service Agreement. Section 2 of the Services Agreement provides that the Parties may renegotiate annually upon at least ninety (90) day notice prior to the end of the then-current term, provided that no price change shall be effective except by written amendment to the Agreement, signed by both Parties.

2.

In accordance with Section 2 of the Service Agreement, Doric served the City with a notice of price change to be effective July 1, 2025. The amended pricing sheet has been attached to this Amendment as Exhibit "A."

3.

The Parties hereby agree to renew the Agreement for another term (Year 2 of 5) beginning July 1, 2025 and ending June 30, 2026 in accordance with Section 1 of the Agreement, subject to the amended pricing list which shall become effective at the beginning of this Renewal Term.

3.

All other terms of the Services Agreement shall remain in full force and effect.

EXECUTED, under hand and seal of the parties by their duly authorized representatives, the day and year first above written.

CITY OF GRIFFIN, GEORGIA

By:_____
Douglas S. Hollberg, Mayor

Attest:_____
Jessica W. O'Connor, Secretary

SEAL

DORIC OF CENTRAL GEORGIA

By: _____
Michael Stuart

Its: _____

Approved as to form:

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

Exhibit "A"

RFP 24-009
PRICE SUBMITTAL: INTERMENT AND BURIAL SERVICES

Company Name Doric of Central Georgia / Doric Vault Company RFP Price Valid July 1, 2025 to July 1, 2026

PRICE STRUCTURE* – Complete the following and include associated information specifics for the cost quoted (pricing must be submitted on this form; additional pages to detail may be used as needed). The quantities below are estimates only; additional detail on the locations can be found on Attachments, located at the end of this document. ***Bidders submitting Proposals will be responsible for field verification and calculations.*** If any discrepancy exists between the unit price and the total price, the unit price will be used.

Description	Cost
Standard grave (open & close)	$595.00
Infant grave (open & close)	$395.00
Oversize grave (specify what constitutes oversize)	$795.00
Funeral service fee after 4 PM (excess over standard)	$300.00
Weekend service fee (excess over standard/infant/oversize)	$300.00
Holiday service fee (excess over standard/infant/oversize)	$300.00
Hand dug graves	$1,495.00
Debris removal	$ 200.00
Rock clause	$450.00
Concrete floor removal	$150.00
Monument (move & reset)	$350.00
Pouring concrete floor	$795.00
Disinterment	Call for quote
Drop ins	$695.00
Steel vault graves	$595.00
Other fees (specify ANY and ALL charges of excess fees not listed above)	
Other fees – Cremations	$395.00
Other fees – Cremations with Concrete (excess for repour Old Section)	$150.00

List any/all exceptions to specified requirements:

Additional comments/recommendations:

Completed by:

Company name: Doric of Central Georgia / Doric Vault Company

Contact Person: Vicki Stuart (Signature) Vicki Stuart (Printed Name)

THE CLASSIC BURIAL VAULTS BY DORIC

Michael and Vicki Stuart
1118 N. Hill St. • Griffin, GA 30223 ~ Mailing Address: P.O. Box 1135 • Griffin, GA 30224
770-228-6710 • Fax 770-228-5050
(Cells) 678-588-0387 Michael Stuart & 404-473-0971 Vicki Stuart
Email: vickistuart@gmail.com

April 1, 2025

Ref: Oakhill Cemetery

City of Griffin

Dear Sir or Madam:

Thank you for your continued loyalty to us at Doric. We truly value our mutually successful relationship!

We have worked hard to hold our prices in recent years for you, our valued customer, so that you would enjoy a benefit from consistent pricing. However, we have experienced some significant cost increases in raw materials, fuel prices, gas, labor, personnel, insurance, etc. These increases can no longer be absorbed as we have done in recent years. So, beginning on July 1, 2025, our prices will begin to reflect these cost increases as noted on the enclosed price list, and we thank you for your understanding.

We at Doric appreciate our long-term business relationship with the City of Griffin and are grateful for your continued support. If you have questions/comments, we will be happy to hear from you. We look forward to working with you in the future.

Sincerely,

Michael & Vicki Stuart

Michael & Vicki Stuart

STATE OF GEORGIA,

COUNTY OF SPALDING.

SERVICES AGREEMENT

THIS AGREEMENT, made and entered this 14th day of May, 2024, by and between the CITY OF GRIFFIN, a Georgia municipal corporation (hereafter the "City") and "DORIC OF CENTRAL GEORGIA / DORIC VAULT COMPANY" (hereafter "Doric"), provides as follows:

1.

The term of this Agreement shall be for one (1) year, beginning July 1, 2024 and ending on June 30, 2025 ("Initial Term"), unless sooner terminated as provided herein. At the expiration of the Initial Term, this Agreement shall automatically renew for up to four (4) successive one (1) year Renewal Term(s), for a total possible contract life of five (5) years, unless either party provides the other with a Notice of Intent Not to Renew at least thirty (30) days prior the expiration of the then-current term.

2.

Doric agrees to provide grave opening and interment services in the City's cemeteries, in fulfillment of the Bid Solicitation attached hereto, which by reference is made a part hereof. Said Bid Solicitation sets forth the price Doric shall charge the City for its services. Pricing for any Renewal Term may be renegotiated annually upon written notice of the proposed price change at least ninety (90) days prior to the end of the then-current term, provided that no price change shall be effective except by written amendment to this Agreement, signed by both Parties.

3.

Doric shall provide all labor and equipment required to perform its services. Contractor acknowledges that time is of the essence and has the staffing and equipment needed to respond timely to a City request for grave opening services. Contractor agrees that its pricing includes removal of all concrete floors and that there are no additional fees for grave openings on holidays or weekends.

4.

Contractor shall submit invoices, in sufficient detail, to City on a monthly basis. City shall remit payment to Contractor within 30 days of invoice submission.

5.

Doric shall submit evidence to City of all required insurance coverages.

This Agreement shall be construed and enforced in accordance with the laws of Georgia. This writing sets forth the full and final understanding of the parties as to the subject matter addressed and supersedes any prior negotiations or agreement. Any future amendment or modification hereof shall be in writing and signed by all parties.

EXECUTED, under hand and seal of the parties by their duly authorized representatives, the day and year first above written.

CITY OF GRIFFIN, GEORGIA

By: _____
Douglas S. Hollberg, Mayor

Attest: _____
Jessica W. O'Connor, Secretary

SEAL

DORIC OF CENTRAL GEORGIA

By: _____
Michael Stuart

Its: Owner

Approved as to form:

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

Griffin
Growing TOGETHER

CITY OF GRIFFIN, GEORGIA

REQUEST FOR PROPOSAL

RFP #24-009

FOR

INTERMENT AND BURIAL SERVICES SUPPLIER

For all questions about this RFP contact:

Sherri Huggins, Purchasing Coordinator
shuggins@cityofgriffin.com

Deadline:
April 23, 2024 at 2:00 P.M.

IMPORTANT
SUBMITTAL REQUIREMENT

Submittals must be properly labeled to ensure they are not inadvertently opened before the designated time. Affix the label below to the outside of the sealed submittal envelope or delivery package.

If the label below is not used (i.e. in case of some delivery services), it is the supplier's responsibility to ensure that the information is on the OUTSIDE of the delivery package. Submissions that do not comply may be rejected.

Submittals must also include the required number of copies specified in section 1.2.

Please make sure either the label below or the information on the label appears on the **OUTSIDE of the delivery package** and is clearly visible. There may be multiple solicitations open at any given time and if the sender organization and request for proposal number are not discernable, your response may not be recorded as properly received.

RESPONSE SUBMITTAL

DELIVER TO:
CITY OF GRIFFIN
PROCUREMENT – 3RD FLOOR
100 S HILL STREET
PO BOX T
GRIFFIN, GA 30224

RFP/PROPOSAL #: 24-009

RFP/PROPOSAL NAME: Interment and Burial Services Supplier

DUE ON OR BEFORE: April 23, 2024

COMPANY NAME: Doric of Central Georgia / Doric Vault Company

COMPANY ADDRESS: P.O. Box 1135/1118 N. Hill St., Griffin, GA 30224

CONTACT NAME: Vicki Stuart, Owner/Operator

CONTACT PHONE & EMAIL: 770-228-6710 / 404-473-0971
vickiystuart@gmail.com

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CITY OF GRIFFIN, GEORGIA
REQUEST FOR PROPOSAL
24-009
Interment and Burial Services Supplier

1. SECTION I – REQUEST FOR PROPOSAL INFORMATION

Information in this section is proposal-specific. Any conflicting information stipulated in this section shall supersede the General Terms & Conditions noted in Sections II - VII.

1.1. PURPOSE

The City of Griffin (City) is seeking qualifications and response proposals from qualified suppliers to provide grave digging, interment and final disposition services for the Public Works department (Cemetery). Approximately 150 – 200 conventional interments per year are anticipated. The intent of this solicitation is to contract with a supplier and a backup supplier to provide the services described in a timely, professional and dignified manner.

1.2. SCHEDULE & SUMMARY

This Request for Proposal will be governed by the following schedule and criteria:

	DATES
Release of Request	Friday, March 22, 2024
Pre-Bid Meeting*	No
Questions due	Wednesday, April 10, 2024 by 5:00 p.m.
Bids due	Tuesday, April 23, 2024 by 2:00 PM
Copies of Bid Response Required	Four, in addition to one original
Public opening	Yes, Tuesday, April 23, 2024 at 2:00 PM, 100 S. Hill Street Griffin, 30224 – third floor Public Works/Water Conference Room.
	Bonds required No
Project Manager	Mariza Eller
Purchasing Coordinator	Sherri Huggins

1.3 SCOPE OF WORK

The City is seeking responses from qualified suppliers to provide the necessary equipment, tools, supplies, supervision, labor and other services as necessary for grave digging, interment and final disposition services for the Public Works department. This consists of graveside openings and closings, graveside spoils removal, and other associated services which include, grave leveling and, re-interments, and dis-interments per regulating requirements. In some burials, it will require movement of headstones and foot markers. The supplier will be expected to perform quality work in the specified time period and to ensure services are provided in a manner that supports and reflects best practices and industry standards. All services rendered must be compliant with all applicable statutes, ordinances, rules and regulations.

Any supplier doing work in the cemetery must agree to exercise his/her best skill and judgment; to give proper supervision to the work and to maintain sufficient workers and materials on hand so the job may be completed without delay. The supplier must make proper inspection of the City's lot and no allowance will be made for any oversight of obvious conditions. Every stage of work shall be under the supervision of the supplier or a capable supervisor who shall have charge of all operations and shall recognize any authority duly exercised by the cemetery supervisor.
All work of any description shall cease while a funeral or interment is being conducted nearby and trucks and workers will withdraw to a reasonable distance from the service. While within the cemetery grounds, all workers employed by outside firms and suppliers are subject to all regulations of the cemetery and supervision of the cemetery supervisor or designee. The supplier must confine his equipment and supplies to the City's lot or an area agreed upon with the cemetery. The supplier and any person employed by him shall observe all rules and regulations of the cemetery. The means of transportation of materials and supplies and routing within the cemetery must be approved by the cemetery supervisor or designee. The supplier shall keep the plot as free from accumulations of rubbish and waste materials as possible. After work has been completed, all trash, debris, materials, supplies, etc., shall be removed and the supervisor of the cemetery shall be notified to inspect the premises for approval.

The successful supplier must comply with the following requirements:

1.3.1. Qualifications

1.3.1.1. Any persons doing interments or other cemetery work must be licensed in accordance with Local, State and Federal regulations.

1.3.1.2. Suppliers must have a minimum of five (5) years of excavation experience in interment services. List number of years of experience and the source of that experience.

1.3.1.2.1. List the number of years your organization has been operating and in business under the current name and also under the current management.

1.3.1.2.2. Personnel shall be neatly clad and shall conduct themselves at all times in such fashion, and evidence in appearance and decorum, the proper dignity and professionalism required of this burial service.

1.3.1.2.3. Supplier shall maintain at all times a bound log of all operations and communications with the Cemetery office. This log must be kept up to date, complete and accessible for review by the City.

1.3.2. Scheduling

1.3.2.1. Interments will be scheduled for the City's cemeteries ONLY by the City.

1.3.2.2. Interments are scheduled seven days a week, fifty-two weeks a year, possibly including holidays referenced below.

1.3.2.2.1. The scheduling of Holiday funerals will follow the same guidelines as noted above. Holiday schedules will be updated each January as set by Board of Commissioners and provided to Funeral Directors and the supplier.

1.3.2.3. Funeral homes are required to notify the Cemetery Office for weekday funerals no later than 12:00PM the day prior to the service.

1.3.2.4. Funeral homes are required to notify the Cemetery Office for weekday funerals no later than 12:00PM two (2) days prior to the service if the site is located in the Old Oak Hill or Old Rest Haven Sections in order to allow for any site issues and also to allow proper excavation by the supplier since a few may require hand digging.

1.3.2.5. Funeral homes are required to notify the Cemetery Office before 12:00PM on Friday for funerals scheduled during the weekend or on Mondays.

1.3.2.6. The standard operating procedure is to notify the Supplier at the time the Cemetery is informed. The Cemetery office **must** receive a confirmation response within four (4) hours from the notification and preferably within two (2) hours.

1.3.2.7. All conventional graves are to be dug at least twenty-four (24) hours before the funeral. There may be times when the Cemetery is not informed in a timely manner. In those situations, the supplier must be willing to work with the Cemetery to provide the highest level of customer satisfaction.

1.3.2.8. The Cemetery staff will locate and mark each interment location according to Interment Permit and

contact the funeral home with the location.

1.3.2.9. Each gravesite will be clearly marked with placard showing name of funeral home and will have four corners of the space flagged.

1.3.2.10. The entire interment process is subject to inspection by the City at any time.

1.3.3. Digging

1.3.3.1. The supplier must notify the Cemetery staff upon arrival prior to conducting any work.

1.3.3.2. Prior to excavation, the Supplier will properly measure gravesites and examine them for potential encroachments, and will coordinate with Cemetery staff to make any necessary changes to sites.

1.3.3.3. Monuments that are required to be moved for excavation must be properly reinstalled and sealed. Foot markers that are moved will need to have footing replaced and marker re-installation coordinated by the cemetery supervisor.

1.3.3.4. Supplier must ensure that the depth of each grave complies with City standards, which are a four (4)-foot depth for normal burials and eight (8)-foot or double depth in Veterans Memorial.

1.3.3.5. Any opening that is left unattended for any reason must be completely covered.

1.3.3.5.1. Some lots in older sections of Oak Hill Cemetery have concrete floors and will have to be penetrated prior to digging.

1.3.3.5.2. Floors must be replaced within 30 days.

1.3.3.6. All OSHA regulations must be followed at all time; this is particularly important when excavating a double-depth burial.

1.3.4. Backfilling

1.3.4.1. Backfilling should commence immediately after all mourners have left the cemetery and be completed fully on the same working day.

1.3.4.2. All backfill materials (including the material placed between the liners or vaults and sides of opened graves), will be tamped and compacted in layers not to exceed 1 feet in depth, using soil free from large lumps or debris in order to reduce later subsidence and settlement of the grave.

1.3.4.2.1. Remedial work must be undertaken immediately if there is soil settlement.

1.3.4.3. Toe final 6" to 8" will be topped with loose topsoil mixture to promote grass growth.

1.3.4.4. Monitoring of the condition of the backfilled grave is to be carried out weekly within the first month and thereafter at regular intervals (at least monthly).

1.3.4.5. Supplier will collect, transport and dispose of all remaining spoils in designated site, located in Old Oak Hill Cemetery after each grave closing.

1.3.5. Performance Standards

1.3.5.1. Corrective action needed to repair damage as a result of graveside preparation shall be initiated by close of business the same day. Additional time will be allowed during inclement weather.

1.3.5.1.1. There will be a maximum of 90 days to repair damaged monuments, walls or other property, incurred during excavation or mobilization of equipment.

1.3.5.2. Open graves must be identified, covered and protected by appropriate devices while unattended.

1.3.5.3. Each day's burial site(s) must be covered, initially groomed, marked, and presentable for visitors before the close of business each day. The integrity of the existing graves around the worksite must be preserved.

1.3.6. Supplier Responsibilities

1.3.6.1. Must maintain insurance coverages as defined in section 5.1 with the City named as additional insured in the indemnification provisions.

1.3.6.1.1. City must be provided with notice that the insurance will remain in effect during the full term of any resulting contract and also be notified of any material changes to the policy or policy cancellation.

1.3.6.2. Must be able to complete the opening/closing of up to 200 conventional burials per year.

1.3.6.3. Must have the ability to complete up to 3-5 opening/closings in a day.

1.3.6.4. Must have a setup for grave digging, including but not limited to:

Mechanical equipment (tractor or excavator) Truck
(dump truck or variant)
Hand tools (tamper, shovels, wheelbarrow, etc)
Safety equipment (sturdy covering for grave, caution tape, etc).

1.3.6.5. The supplier shall assume responsibility for all damages attending the execution of any work in the cemetery and shall be held liable for any violations of the rules and regulations of the cemetery or the laws and ordinances of the city. The supplier shall provide adequate protection for his work and shall bear the cost of repairing or replacing any damage done by him, his workers, or his equipment. The supplier will promptly inform cemetery supervisor of any issues with regard to any property damage that may occur. It is strongly recommended that supplier take photos prior to commencement of excavation activities, particularly in older sections of cemetery. These should be kept on file, noting any particular damages or discrepancies observed. Any damages to monuments, walls or property, incurred during excavation or mobilization of equipment, must be repaired within 90 days.

1.3.6.6. In the event the work performance is unsatisfactory, the supplier will be notified by the Cemetery and be given one day to correct the work. Labor for any necessary re-work will be at no cost to the City.

1.3.6.7. Any supplier who violates the rules and regulations of this article shall be subject to having his privileges suspended or revoked at the discretion of the City.

1.3.6.8. Supplier shall maintain at all times a bound log of all operations and communications with the Cemetery office. This log must be kept up to date, complete and accessible for review by the City.

1.4 PACKAGING/SUBMISSION REQUIREMENTS

The following information and/or documents MUST be included with the supplier's response and in the order listed below:

a. ___ Information/Cover Page (*supplied*)
b. ___ RFP Response Disclosures & Acknowledgement sheet (*supplied*). **Note: Non-Collusion and Conflict of Interest Disclosures section must be notarized**
c. ___ Contractor Specific Information & Documentation
   1) *Qualifications:* Provide information on the firm's qualifications and prior experience that relates to this RFP;
   2) *Similar Project:* Submit a list of current contracts;
   3) *Other:* Include any other pertinent information that may be used by the City to evaluate the Firm's proposal.
d. ___ Pricing Sheet (supplied)
e. ___ Technical Response Sheet (supplied)
f. ___ References Sheet (*supplied*)
g. ___ Tax Compliance form (*supplied*)
h. ___ Company Registration paperwork – **to be done online***
i. ___ Contractor Affidavit – **an additional copy (showing as notarized) of the Contractor (EV) affidavit must be included with response**
j. ___ Subcontractor Affidavit (if applicable)
k. ___ Sub-subcontractor Affidavit (if applicable)

* If a complete and compliant *(both required documents uploaded)* registration has been submitted online, you may include a statement that you have a completed registration on file. Instructions and forms for registration may be found on the City's website under Resources.

A checklist for your convenience has been provided at the end of this document. This checklist is for your convenience only and should not be returned with the submittal.

1.5 EVALUATION CRITERIA

The City reserves the right to offer an award based on any combination of factors it determines to be in the best interests of the City and the City Residents. Price will be a factor, but it will not be the sole determining factor in awarding the bid. The City may award the proposal to the contractor demonstrating the most complete response and demonstrating full compliance with the specifications in accordance with procurement requirements set forth by the State of Georgia and the Federal Government.

The basis of selection will be the lowest responsive and responsible bid, as determined based on the Evaluation Committee's evaluation of the Proposals, including but not limited to the following evaluation criteria:

- Ability to meet scope of work 25%
- Qualifications/Staff Experience/References 25%
- Demonstrated technical capability 10%
- Demonstrated professionalism 10%
- Fee schedule 30%

The City reserves the right to accept the BEST-EVALUATED RESPONSE as deemed by the Evaluation Committee, which may or may not be the lowest monetary response.

1.6. FEDERAL TERMS AND PROVISIONS REQUIRED IN CONTRACT

The following terms and conditions must appear in any contract entered into the with Successful Contractor related to the services set forth in this RFP.

1) Access to Records. The following access to records requirements applies to the Contract in addition to any requirements that may be elsewhere imposed:

   a. Contractor agrees to provide City, the Comptroller General of the United States, or any of their authorized representatives or designees, access to any books, documents papers, and records of Contractor which are directly pertinent to this Agreement for the purposes of making audits, examinations, excerpts, and transcriptions. Contractor shall keep its books documents, papers, and records available for this purpose for at least five years after this Agreement terminates or expires or such longer time as requested by City at any time prior to the expiration of the then applicable time frame. This provision does not limit the applicable statute of limitations.

   b. Contractor agrees to permit any of the foregoing parties to reproduce by any means whatsoever or to copy excerpts and transcriptions as reasonably needed.

   c. Contractor agrees to provide any of the foregoing parties access to construction or other work sites pertaining to the work being completed under this Agreement, if applicable.

   d. Contractor shall ensure that public records that are exempt or confidential and exempt from public records disclosure requirements are not disclosed except as authorized by law for the duration of the contract term and following completion of the contract if Contractor does not transfer the records to City or any authorized or designated federal representative.

2) Environmental Compliance.

   a. Contractor shall comply with all applicable standard, orders, or regulations issued pursuant to the Clean Air Act (42 U.S.C. § 1701 et seq.) and the Federal Water Pollution Control Act as amended (33 U.S.C. § 1251 et seq.).

   b. shall report all violations to City, any applicable State agencies, and the regional office of the Environmental Protection Agency.

c. Contractor shall include these requirements in each subcontract exceeding $150,000 financed in whole or in part with federal assistance.

d. Contractor shall comply with the mandatory standards and policies relating to energy efficiency which are contained in the state energy conservation plan issued in compliance with the Energy Policy and Conservation Act (42 U.S.C. § 6201 et seq.).

3) Contract Work Hours and Safety Standards Act.

a. *Overtime requirements.* No contractor or subcontractor contracting for any part of the contract work which may require or involve the employment of laborers or mechanics shall require or permit any such laborer or mechanic in any workweek in which he or she is employed on such work to work in excess of forty hours in such workweek unless such laborer or mechanic receives compensation at a rate not less than one and one-half times the basic rate of pay for all hours worked in excess of forty hours in such workweek.

b. *Violation; liability for unpaid wages; liquidated damages.* In the event of any violation of the clause set forth in Paragraph (a) of this section, the Contractor and any subcontractor responsible therefor shall be liable for the unpaid wages. In addition, such Contractor and any subcontractor responsible therefor shall be liable to the United States (in the case of work done under contract for the District of Columbia or a territory, to such District or to such territory) for liquidated damages. Such liquidated damages shall be computed with respect to each individual laborer or mechanic, including watchmen and guards, employed in violation of the clause set forth in Paragraph (a) of this section, in the sum of $26 for each calendar day on which such individual was required or permitted to work in excess of the standard workweek of forty hours without payment of the overtime wages required by the clause set forth in Paragraph (a) of this Section.

c. *Withholding for unpaid wages and liquidated damages.* The applicable federal funding agency shall upon its own action or upon written request of an authorized representative of the Department of Labor withhold or cause to be withheld, from any moneys payable on account of work performed by the contractor or subcontractor under any such contract or any other federal contract with the same prime contractor, or any other federally-assisted contract subject to the Contract Work Hours and Safety Standards Act, which is held by the same prime contractor, such sums as may be determined to be necessary to satisfy any liabilities of such contractor or subcontractor for unpaid wages and liquidated damages as provided in the clause set forth in Paragraph (b) of this Section.

d. *Subcontracts.* The Contractor or subcontractor shall insert in any subcontracts the clauses set forth in Paragraphs (a) through (c) of this section and also a clause requiring the subcontractors to include these clauses in any lower tier subcontracts. The prime Contractor shall be responsible for compliance by any subcontractor or lower tier subcontractor with clauses set forth in Paragraphs (a) through (c) of this Section.

4) Equal Employment Opportunity. This provision is applicable to all federally assisted construction contracts, as that term is defined at 41 C.F.R. § 60-1.3. To the extent the Agreement meets this definition, Contractor agrees as follows:

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

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

c. The Contractor will not discharge or in any other manner discriminate against any employee or applicant for employment because such employee or applicant has inquired about, discussed, or disclosed the compensation of the employee or applicant or another employee or applicant. This provision shall not apply to instances in which an employee who has access to the compensation information of other employees or applicants as a part of such employee's essential job functions discloses the compensation of such other employees or applicants to individuals who do not otherwise have access to such information, unless such disclosure is in response to a formal complaint or charge, in furtherance of an investigation, proceeding, hearing, or action, including an investigation conducted by the employer, or is consistent with the Contractor's legal duty to furnish information.

d. The Contractor will send to each labor union or representative of workers with which he has a collective bargaining agreement or other contract or understanding, a notice to be provided advising the said labor union or workers' representatives of the contractor's commitments under this section, and shall post copies of the notice in conspicuous places available to employees and applicants for employment.

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

f. The Contractor will furnish all information and reports required by Executive Order 11246 of September 24, 1965, and by rules, regulations, and orders of the Secretary of Labor, or pursuant thereto, and will permit access to his books, records, and accounts by the administering agency and the Secretary of Labor for purposes of investigation to ascertain compliance with such rules, regulations, and orders.

g. In the event of the Contractor's noncompliance with the nondiscrimination clauses of this contract or with any of the said rules, regulations, or orders, this contract may be cancelled, terminated, or suspended in whole or in part and the Contractor may be declared ineligible for further Government contracts or federally assisted construction contracts in accordance with procedures authorized in Executive Order 11246 of September 24, 1965, and such other sanctions may be imposed and remedies invoked as provided in Executive Order 11246 of September 24, 1965, or by rule, regulation, or order of the Secretary of Labor, or as otherwise provided by law.

h. The Contractor will include provisions in Paragraphs (a) through (g) set forth in this subsection in every subcontract or purchase order unless exempted by rules, regulations, or orders of the Secretary of Labor issued pursuant to Section 204 of Executive Order 11246 of September 24, 1965, so that such provision will be binding upon each subcontractor or vendor. The Contractor will take such action with respect to any subcontract or purchase order as the administering agency may direct as a means of enforcing such provisions, including sanctions for noncompliance; provided, however, that in the event a Contractor becomes involved in, or is threatened with, litigation with a subcontractor or vendor as a result of such direction by the administering agency, the Contractor may request the United States to enter into such litigation to protect the interests of the United States. The applicant further agrees that it will be bound by the above equal opportunity clause with respect to its own employment practices when it participates in federally assisted construction work; provided that if the applicant so participating is a State or local government, the above equal opportunity clause is not applicable to any agency, instrumentality or subdivision of such government which does not participate in work on or under the contract.

The applicant agrees that it will assist and cooperate actively with the administering agency and the Secretary of Labor in obtaining the compliance of contractors and subcontractors with the equal opportunity clause and the rules, regulations, and relevant orders of the Secretary of Labor, that it will furnish he administering agency and the Secretary of Labor such information as they may require for the supervision of such compliances, and that it will otherwise assist the administering agency in the discharge of the agency's primary responsibility for securing compliance.

The applicant further agrees that it will refrain from entering into any contract or contract medication subject to Executive Order 11246 of September 24, 1965, with a contractor debarred from, or who has no demonstrated eligibility for, Government contracts and federally assisted construction

contracts pursuant to the Executive Order and will carry out such sanctions and penalties for violation of the equal opportunity clause as may be imposed upon contractors and subcontractors by the administering agency or the Secretary of Labor pursuant to Part II, Subpart D of the Executive Order. In addition, the applicant agrees that if it fails or refuses to comply with these undertaking the administering agency may take any or all of the following actions: cancel, terminate, or suspend in whole or in part this grant (contract, loan, insurance, guarantee); refrain from extending any further assistance to the applicant under the program with respect to which the failure or refund occurred until satisfactory assurance of future compliance has been received from such applicant; and refer the case to the Department of Justice for appropriate legal proceedings.

5) Contracting with Small and Minority Businesses, Women's Business Enterprises, and Labor Surplus Area Firms.

   a. If Contractor intends to subcontract any portion of the work covered by the Agreement, Contractor must take all necessary affirmative steps to assure that small and minority businesses, women's business enterprises and labor surplus area firms are solicited and used when possible. Affirmative steps must include:

      i. Placing qualified small and minority businesses and women's business enterprises on solicitation lists;

      ii. Assuring that small and minority businesses, and women's business enterprises, are solicited whenever they are potential sources;

      iii. Dividing total requirements, when economically feasible, into smaller tasks or quantities to permit maximum participation by small and minority businesses, and women's business enterprises;

      iv. Establishing delivery schedules, where the requirement permits, which encourage participation by small and minority businesses, and women's business enterprises; and

      v. Using the services and assistance, as appropriate, of such organizations as the Small Business Administration and the Minority Business Development Agency of the Department of Commerce.

6) Immigration and Nationality Act

   a. Contractor agrees to comply with the terms of the employment provisions contained in 8 U.S.C. Section 1324A(e), Section 274A(e) of the Immigration and Nationality Act.

7) Administrative Remedies for False Claims and Statements

   a. Contractor acknowledges that 31 U.S.C. Chap. 38 (Administrative Remedies for False Claims and Statements) applies to Contractor's actions pertaining to this Agreement.

8) Remedies

   a. If any work performed and/or good delivered by Contractor fails to meet the requirements of the Agreement, any other applicable standards, codes or laws, or otherwise breaches the terms of the Agreement, the City may in its sole discretion:

      i. Elect to have Contractor re-perform or cause to be re-performed, at Contractor's sole expense, any of the work which failed to meet the requirements of the Agreement;

      ii. In the case of goods, reject the goods and require Contractor to provide replacement goods that meet the needs of City and the terms of the Agreement;

      iii. Hire another Contractor to perform the work and deduct any additional costs incurred by City as a result of substituting contractors from any amounts due to Contractor; or

iv. Pursue and obtain any and all other available legal or equitable remedies.

b. This Section shall in no way be interpreted to limit the City's right to pursue and obtain any and all other available legal or equitable remedies against Contractor.

9) Compliance with Applicable Laws

a. Contractor agrees to be bound by the terms of the Federally-Funded Subaward and Grant Agreement between the City and FEMA and/or the State of Georgia and any of its agencies if applicable.

b. Contractor agrees to be bound by all applicable state and federal laws, regulations, and Executive Orders.

10) Suspension and Debarment

a. Federal regulations restrict the City from contracting with parties that are debarred, suspended, or otherwise excluded from or ineligible for participation in Federal assistance programs and activities, where the contract is funded in whole or in part with federal funds. Accordingly, a contract or subcontract must not be made with any parties listed on the SAM Exclusions list. SAM Exclusions is the list maintained by the General Services Administration that contains the name of parties debarred, suspended, or otherwise excluded by agencies, as well as parties declared ineligible under certain statutory or regulatory authority. The Contractor can verify its status and the status of its principals, affiliates, and subcontractors at www.SAM.gov.

i. This Contract is a covered transaction for purposes of 2 C.F.R. pt. 180 and 2 C.F.R. pt. 3000. As such the Contractor is required to verify that none of the Contractor, its principals (defined at 2 C.F.R. § 180.995), or its affiliates (defined at 2 C.F.R. § 180.905) are excluded (defined at 2 C.F.R. § 180.940) or disqualified (defined at 2 C.F.R. § 180.935).

ii. Contractor must comply with 2 C.F.R. pt. 180, Subpart C and 2 C.F.R. pt. 3000, subpart C and must include a requirement to comply with these regulations in any lower tier covered transaction it enters into.

iii. This certification is a material representation of fact relied upon by the City. If it is later determining that the Contractor did not comply with 2 C.F.R. pt. 180, Subpart C and 2 C.F.R. pt. 3000, Subpart C, in addition to remedies available to the City, the Federal Government may pursue available remedies, including but not limited to suspension and/or debarment.

11) Byrd Anti-Lobbying Amendment

a. Contractors who apply or bid for an award of $100,000 or more shall file the required certification found below. Each tier certifies to the tier above that it will not and has not used federally appropriated funds to pay any person or organization for influencing or attempting to influence an officer or employee of any agency, a member of Congress, officer or employee of Congress, or an employee of a member of Congress in connection with obtaining any federal contract, grant, or any other award covered by 31 U.S.C. § 1352. Each tier shall also disclose any lobbying with non-federal funds that takes place in connection with obtaining any federal award. Such disclosures are forwarded from tier to tier up to the recipient.

b. The certification referenced in Paragraph (a) of this Section is below:

Certification for Contracts, Grants, Loans, and Cooperative Agreements

The undersigned certifies, to the best of his or her knowledge and belief, that:

1) No federal appropriated funds have been paid or will be paid, by or on behalf of the undersigned, to any person for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with the awarding of any federal contract, the making of any federal grant, the making of any federal loan, the

entering into of any cooperative agreement, and the extension, continuation, renewal, amendment, or modification of any federal contract, grant, loan, or cooperative agreement.

2) If any funds other than federal appropriated funds have been paid or will be paid to any person for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with this federal contract, grant, loan, or cooperative agreement, the undersigned shall complete and submit Standard Form-LLL, "Disclosure Form to Report Lobbying," in accordance with its instructions.

3) The undersigned shall require that the language of this certification be included in the award documents for all subawards at all tiers (including subcontracts, subgrants, and contracts under grants, loans, and cooperative agreements) and that all subrecipients shall certify and disclose accordingly.

This certification is a material representation of fact upon which reliance was placed when this transaction was made or entered into. Submission of this certification is a prerequisite for making or entering into this transaction imposed by Section 1352, Title 31, U.S.Code. Any person who fails to file the required certification shall be subject to a civil penalty of not less than $10,000 and not more than $100,000 for each such failure.

Contractor, Doric of Central Georgia / Doric Vault Company , certifies or affirms the truthfulness and accuracy of each statement of its certification and disclosure, if any. In addition, Contractor understands and agrees that the provision of 31 U.S.C. Chap. 38, Administrative Remedies for False Claims and Statement, apply to this certification and disclosure, if any.

Vicki Stuart

Signature

Date: April 22, 2024

Name: Vicki Stuart

Title: Owner/Operator

CITY OF GRIFFIN, GEORGIA
REQUESTS FOR PROPOSAL
GENERAL PROVISIONS

Sections II - VII review the general terms and conditions. **Any bid-specific information noted in Section I or in the Specifications & Response Section will take precedence.**

2 SECTION II – GENERAL TERMS AND CONDITIONS

All available information, notices and addenda regarding this RFP shall be posted on the City's website. Effective July 1, 2018, House Bill 489 requires that any solicitation extended by a municipal corporation for goods and services valued at $100,000 or more and any solicitation opportunity extended for public works subject to Chapter 91 of Title 36 of the O.C.G.A. also be posted on the Georgia Procurement Registry (GPR).

It is the Supplier's responsibility to check the City's website in order to confirm they have the most current information prior to submitting a response. Subsequent to the opening, all status notices will also be posted on the City's website.

2.1 RESTRICTIONS ON COMMUNICATIONS WITH STAFF

All questions about this bid must be submitted in the following format:

- Company Name
- Question
- Citation to relevant section of the bid

All questions, including questions regarding specifications/technical issues related to the RFP and administrative issues, must be in writing to the Purchasing Coordinator for this RFP (with a 'cc' to Project Manager). The deadline for questions is noted in Section 1.2 of this RFP.

The Purchasing Coordinator and Project Manager's contact information is as follows:

Sherri Huggins
Purchasing Coordinator
City of Griffin
100 S. Hill Street
P.O. Box T, Griffin, GA 30224
Email: shuggins@cityofgriffin.com

Marlza Eller
Project Manager / Public Works Director
City of Griffin
100 S. Hill Street
P.O. Box T, Griffin, GA 30224
Email: meller@cityofgriffin.com

No questions other than written will be accepted. No response other than written will be binding upon the City. Questions will be combined into one list of questions and responses and will be posted as an addendum.

From the issue date of this request until an award has either been made or deemed closed for other reasons, institutions or individuals providing submissions are not permitted to communicate with members of the commission, the evaluation team or City employees, other than Procurement, with regard to the purpose or intent of this Request for Proposal. The exception to this is the submission of written technical questions to the Purchasing Coordinator with the Project Manager copied, or communications unrelated to this Request for Proposal which occur in the ordinary course of City business. The City reserves the right to reject the submission of the offending supplier if this provision is violated.

Any updates or changes to this and related documents will be posted on the City's website (https://vrapp.vendorregistry.com/Bids/View/BidsList?BuyerId=52b8c206-866a-4ed2-b7b8-bef7db8a901b) or by selecting "Resources" and then "Bid Opportunities" from the City home page. **It is the Supplier's responsibility to refer to the website for any addenda or other pertinent information before responding to this Request for Proposal.**

2.2 PUBLIC DISCLOSURE AND PROPRIETARY INFORMATION

All bids and any other public record with respect to solicitation shall be subject to public inspection, upon request, after the posting of the Notice of Intent to Award (NOIA) or Notice of Award (NOA). This is being done in order to protect the integrity of the procurement process unless otherwise required by law. For any Open Records requests, the City may assess fees for the costs of producing these public records as permitted by the Georgia Open Records Act.

Exceptions to the availability of information include 1) bona fide trade secrets meeting confidentiality requirements that have been properly marked and documented; 2) matters involving individual safety as determined by the City; 3) company financial information requested by the City to determine supplier responsibility; and 4) other constitutional protections. All documents that are to be proprietary and confidential are to be clearly marked as such.

Information received in response to this bid request will become the property of the City and will not be returned. If a proposer feels that any information is confidential or proprietary in nature, the proposer must prominently mark and initial such information as "PROPRIETARY INFORMATION". The City will not release or divulge such information to third parties without the consent of the Proposer unless required to do so by applicable law or order a court of competent jurisdiction.

3 SECTION III –OVERVIEW AND PROCEDURES

Sections II - VII review the general terms and conditions. **Any bid-specific information noted in Section I or in the Specifications & Response Section will take precedence.**

3.1 COMPANY BACKGROUND & EXPERIENCE

Suppliers that have not contracted with the City of Griffin in the past 2 years should provide a list of clients for whom similar services, as detailed in this bid, have been provided during the past 3-4 years. References must be for the organization or person submitting the bid. Subcontractor's references are not acceptable.

The list must include:

- Dates of service
- Name of contact person
- Title of contact person
- Phone number of contact person

The Supplier will also disclose any services terminated by the client(s) and the reason(s) for termination. Failure to provide this information will disqualify the bid submission.

3.2 REFERENCES

References should be for historical projects of similar size and scope. Details regarding these references are noted on the Reference page.

3.3 BID REQUIREMENTS

3.3.1 SPECIAL CONDITIONS

By submitting a bid response, Suppliers certify that their proposals are made without collusion or fraud and they have

not offered or received any inducements in connection with their proposals. They further agree that this solicitation and any resulting contract shall be governed in all respects by the laws of the State of Georgia and they shall comply with applicable federal, state and local laws and regulations. Any contracts or leases resulting from the award of a Bid are to be for a period of not more than one year, with four renewal options for a total period not to exceed five years. Any exceptions to this policy must be noted and agreed to by both parties in writing, prior to the issuance of the Notice of Award. Pricing must remain firm for the duration of the initial term of the resulting contract; failure to hold firm pricing for the initial contract will be considered as sufficient cause for termination. Proposal submissions must remain valid for a minimum period of ninety (90) days after the submission due date unless otherwise stipulated.

The City reserves the right to reduce or increase the scope of the project if the lowest responsible and responsive supplier's submittal is not in line with the budgeted amount for the project. The City, at its sole discretion, reserves the right to increase or decrease the scope of work to facilitate an award. This scope reduction will be enacted only if it is in the best interest of the City and constitutes no guarantee of scope.

The City also reserves the right to add to the contract any future work or purchased goods, with the agreement of the supplier, at prices offered in this bid document. This option will be enacted during the contract or within six months subsequent to the end of the contract, if in the best interest of the City and with the agreement of both parties.

3.3.2 RESPONSES

In responding to a bid, ALL item numbers with appropriate formatting must show some type of acknowledgment in order for the response to be properly evaluated. Failure to respond to all specification criteria items may be deemed as sufficient reason to reject a submission. If formatting is not provided for a response at the item level, any non-compliance must be clearly marked, detailed and included with the bid response. Any items not identified shall be deemed as in compliance. Suppliers must: 1) complete any/all required forms; 2) indicate agreement or disagreement on each mandatory requirement and, if requested, provide additional information on how the specifications will be exceeded or not met; and 3) provide complete and detailed responses to any and all non-mandatory requirement that can be fulfilled.

If determined to be in the City's best interests, a Best and Final Offer (BAFO) may be requested. A BAFO may be requested when:

- The prices for all responsive and responsible submittals exceed budget;
- No single responsive and responsible submittal meets all requirements;
- When all responses are unclear or deficient in one of more areas;
- When the grading scores of two or more submittals require additional evaluation;
- At the discretion of the evaluation team to clarify submittals or to negotiate costs or other deliverables.

3.3.3 PACKAGING OF BID

Submissions must be by the following method:
No e-mail, fax or scanned submissions will be accepted. Hard copies are to be submitted in a sealed package containing an original and the number of copies specified in Section 1. The sealed package must be labeled on the outside as follows:

(Supplier Name)
RFP # (Bid Number)
(Bid Title)

Supplier response to this bid must consist of the following documents <u>in addition to any bid-specific information requested</u> in Section 1.4:

- **Pricing**
- **Supplier Registration is to be completed online, with the following forms needing to be uploaded**
  - **Supplier Affidavit (E-Verify) (*available online*),**
  - **W-9 (*available online*),**
  - **Some responses may require an additional notarized Supplier affidavit. (See section 1.4),**
    - *The City cannot award to a supplier that is not registered and compliant,*
- **Tax Compliance form (required if over $99,000) (*supplied if required*),**
- **Reference list of a minimum of three (3) references (*supplied*).**

3.3.4 SUBMISSION OF BID

The original and specified copies of the bid response must be delivered to the Purchasing Coordinator no later than **the time and date specified in Section I. Any bid received after stated time or delivered to department other than Procurement will not be accepted. The City of Griffin will not be responsible for any responses not received by the Procurement Department prior to the deadline.**

Proposals must be submitted to:

City of Griffin
Attention: Sherri Huggins – Procurement Coordinator
P. O. Box T, Griffin, GA 30224

Or delivered to:

Attention: Sherri Huggins – Procurement Coordinator
100 S Hill Street, 3rd Floor
Griffin, GA 30223

***Note: Notify Purchasing Coordinator via email (shuggins@cityofgriffin.com) if submittal is mailed via Post Office (USPS).**

3.3.5 ALTERNATE BID DOCUMENTS

Documents prepared by the City which have been supplied for your use must be used for the submission of Bid Response where provided. The use of alternate forms that deviate from those supplied (See Section 1.4 of this RFP) may disqualify the Bid Response from consideration. If a form is not provided, the Bidder may produce their own document with the required/requested Bid Response information.

3.3.6 ADDITIONAL INFORMATION/ADDENDA

The City will issue responses to inquiries and any other corrections or amendments it deems necessary in written addenda issued prior to the bid opening date. Suppliers should not rely on any representations, statements, or explanations other than those made in this Invitation to Bid and its' addendums. Where there appears to be a conflict between the Invitation to bid and any addenda issued, the last addendum issued will prevail. It is the Supplier's responsibility to check for addendums (under Bid Opportunities) on the City's website.

Suppliers must acknowledge any issued addenda. Bids which fail to acknowledge the supplier's receipt of any addendum will result in the rejection of the bid if the addendum contains information which substantively changes the City's requirements.

3.3.7 PROPOSAL PRICING, ERRORS AND OMISSIONS

3.3.7.1 In the event there is a discrepancy between a unit price submitted and the extended price, the unit price will prevail.

3.3.7.2 All corrections, changes or erasures to the proposal submission are to be initialed in ink.

3.3.8 WITHDRAWAL OF BID

A supplier may withdraw his bid before the submittal deadline without prejudice to the supplier by submitting a written request of withdrawal to the Procurement Analyst.

3.3.9 LATE SUBMITTAL, LATE MODIFICATIONS & LATE WITHDRAWALS

Bid submittals received after the bid opening date and time will not be accepted. Modifications received after the bid opening date will not be considered. The City assumes no responsibility for the premature opening of a bid not properly addressed and identified or not delivered to the proper designation.

3.3.10 MINIMUM BID ACCEPTANCE PERIOD

Bids shall be valid and may not be withdrawn for a minimum period of 90 days from the date specified for receipt of bids. Suppliers will be asked for an 'expiration date' for the bid submitted, when appropriate. This does not impact the contract price once a bid has been awarded.

3.3.11 DISQUALIFICATION OF BIDS OR SUPPLIERS

Suppliers may be disqualified from participation in the bid process for reasons which include, but are not limited to the following:

3.3.11.1 Evidence of collusion;

3.3.11.2 Attempting to manipulate the submittal pricing for its' own benefit (i.e. pricing resulting in a failure of the City's ability to enforce the Contract or impose the remedies intended following breach by Supplier);

3.3.11.3 Being in arrears on any of its existing contracts with the City or in litigation with the City or having defaulted on a previous contract with the City;

3.3.11.4 Being in arrears on taxes owed to the State of Georgia;

3.3.11.5 Poor, defective or otherwise unsatisfactory performance of work for the City or any other party on prior projects which, in the City's judgment and sole discretion raises doubts as to Supplier's ability to properly perform the work;

3.3.11.6 Any offering of gifts, unauthorized compensation or other unethical actions to City employees with respect to interest in any business activity;

3.3.11.7 Any false statement or misrepresentation in any portion of the Bid Packet, including but not limited to, misrepresentations regarding prior or current lawsuits or OSHA violations; or

3.3.11.8 Any other cause which, in the City's judgment and sole discretion, is sufficient to justify disqualification of the supplier or the rejection of their submittal;

3.3.12 REJECTION/CANCELATION/AWARD OF BIDS

The City reserves the right to:

a) reject any and all submittals received outside the time/place stated in the notice;
b) reject any submittals which show omissions, irregularities, alteration of forms or unsolicited responses;
c) waive any minor technicalities of form, or formalities of the responses without prejudice to other responses;
d) reject any or all bids or any part thereof;
e) obtain clarification on any point in a respondent submittal or obtain additional information;
f) accept the bid that receives the best evaluation from the Evaluation Committee based on the evaluation criteria set forth within this RFP, regardless of whether or not it is the lowest bid;
g) award the bids received on the basis of individual items or on the entire list of items.

The City also reserves the right to cancel this bid at any time and will not be liable for any cost/losses incurred by the Supplier throughout this process.

Where applicable, the City reserves the right to make multiple awards or to award a contract by individual line items or alternatives, by group of line items or alternatives, or to make an aggregate award, whichever is deemed most advantageous to the City. If the City determines that an aggregate award to one supplier is not in the City's best interest, "all or none" offers will be rejected.

3.3.13 COST INCURRED BY SUPPLIERS

All expenses involved with the preparation and submission of the bid to the City, or any work performed in connection therewith, is the responsibility of the supplier(s).

3.3.14 BID OPENING

All bids will be opened on the pre-determined bid opening date. The bid details and related documents will not be publicly announced or reviewed at the bid opening; they will be turned over to an evaluation committee. No awards will be made or implied at this time. The Status field on the City's website will be updated following any change in the Bid process. Refer to section 2.1 for details regarding this Status. **Any bid-specific exceptions to the 'non-public opening' will be noted in the Schedule (section 1.2).**

3.3.15 AWARD AND RESULTING CONTRACT

Award will be made to the Supplier whose response/proposal is the best evaluated by the Evaluation Committee and which is in compliance with terms of this bid request. The quality of the articles to be supplied, their conformity with the specifications, their suitability to the requirements of the City, the delivery terms and other criteria, as well as price, will be taken into consideration in making the award.

Any resulting contract shall not be binding upon the City nor should any action be started until it has been executed by both parties and a copy of the fully executed contract has been delivered to the successful Supplier. Specifications noted in this bid request shall be incorporated into the resulting contract. The City reserves the option to prepare and negotiate its own contract, giving due consideration to the stipulations of the supplier's proposed contract and associated legal documents.

3.3.16 PROTESTS

Protest may be filed by the affected party regarding any aspect of the solicitation, evaluation or award. All protests must be in writing, include the information listed below and directed to the Procurement Department. Protests regarding the specifications or how a solicitation was written must be filed at least seventy-two (72) hours prior to the deadline. Protests regarding the validity of the evaluation team or the evaluation process must be filed within seventy-two (72) hours of the notice to bidders. Protests regarding the recommended awardee must be filed within ten (10) days of the Notice.

3.3.16.1 FILING A PROTEST

Only suppliers intending to submit a response may protest a solicitation and only suppliers that respond to a solicitation may protest the evaluation /award. All Protests must be directed to the Purchasing Coordinator, in writing, and must contain the following information in order to be valid:

- The name (company), address, telephone number and email of the protestor
- Signature and printed name of the protestor
- Identification of the solicitation and the sections contested
- A statement of reason for the protest including copies of relevant supporting documents
- A description of the remedy requested
- A decision will be rendered by Procurement. Should the protest need to be escalated, it shall continue as needed through the following stages: City Attorney, Board of Commissioners, court system.

3.4 INSPECTION AND ACCEPTANCE OF EQUIPMENT (FOR PURCHASE)

Where applicable, all items bid and furnished that are to be purchased must be completely new, free from defects and operate as intended unless otherwise specified in writing. Discontinued, remanufactured or demonstrator items will not be accepted unless specifically requested. The manufacturer's standard warranty shall be identified and copies of the warranties are to be presented upon request. In addition, all items supplied shall comply with all Federal and State regulations, applicable and effective on the date of acceptance. All items must meet or exceed all existing Federal, State and Local health, safety, lighting, emissions and noise standards.

The City reserves the right to inspect and test any equipment being offered in the bid prior to making any award. The City may also request a demonstration or site visit for evaluation purposes. The equipment delivered under this bid shall remain the property of the seller until a physical inspection of the equipment is made and accepted by the City. In the event that the equipment supplied to the City is found to be defective or does not conform to the City's specifications, the City reserves the right to cancel the order upon written notice to the seller and to return the equipment to the seller at the seller's expense.

3.5 STATEMENT OF EXPERIENCE AND QUALIFICATIONS

The supplier may be required, upon request, to prove to the satisfaction of the City that he/she has the skill and experience and the necessary facilities and ample financial resources to perform the contract(s) in a satisfactory manner and within the required time. If the available evidence of competency of any supplier is not satisfactory, the response of such supplier may be rejected. The City reserves the right to request clarifications of any response or to conduct discussions for the purpose of clarification. Any clarifications made as a result of these discussions are to be provided in writing.

3.6 NON-COLLUSION AFFIDAVIT

By submitting the notarized signature in the response, the Supplier represents and warrants that such response is genuine and real and not made in the interest or on behalf of any person not therein named. It is further warranted that the Supplier has not directly or indirectly solicited any other Supplier to put in a sham submittal, or any potential Supplier to refrain from submitting and that the Supplier has not in any manner sought by collusion to secure any advantage over any other Supplier. By submitting a response, the Supplier represents and warrants that no official or employee of City has, in any manner, an interest directly or indirectly in the RFP or in the contract which may be made under it, or in any expected profits to arise therefrom. It is further warranted that the Supplier is independent of the City.

3.7 HOLD HARMLESS AND INDEMNIFICATION

The Supplier agrees, insofar as it legally may, to indemnify and hold harmless the City, its officers, employees and agents from and against all loss, costs, and expenses, including attorneys' fees, claims, suits and judgments in connection with injury to or death of any person or persons or loss of or damage to property resulting from any and all operations performed by Supplier, its officers, employees, and agents under any of the terms of this contract.

3.8 BID BONDS (Bid, Performance, Payment)

For any bid as required and noted in Section 1 of this bid document, a one hundred ten percent (110%) Performance bond and a one hundred ten percent (110%) Payment bond shall be furnished payable to, in favor of, and for the protection of the City. When Bid bonds are required, they must be in a sum equal to five percent (5%) of the total amount of the supplier's response and may be in the form of a surety issued bond or cashier's check made payable to the City of Griffin. Bid bonds are returned to the unsuccessful suppliers when the Notice of Award has been issued or contract has been executed. When bonding is required, failure to submit appropriate bonding will result in automatic rejection of bid. Performance and/or Payment bonds must be presented within ten (10) days of the Notice of Intent to Award or prior to the award of contract, whichever is later. Surety companies executing bonds must appear on the Treasury Department's most current publication (Circular 570 as amended) and be authorized to do business in Georgia. Unless otherwise specified, bonds shall be in effect for a period of one year from the completion of the project. The bond amounts shall be increased as the contract amount is increased. No alternative securities are currently accepted in lieu of performance or payment surety bonds.

4 SECTION IV – OTHER GENERAL SPECIFICATIONS

Sections II - VII review the general terms and conditions. **Any bid-specific information noted in Section I or in the Specifications & Response Section will take precedence.**

4.1 LIQUIDATED DAMAGES

Pursuant to O.C.G.A. § 36-91-24, it is understood that the Notice-to-Proceed and the time for completion of the work as specified are ESSENTIAL conditions of any resulting contract and that the performance and completion of this work within the specified time is vital to the City's economic interests. If the Supplier neglects, fails or refuses to complete the work within the mutually agreed time specified, the City may impose liquidated damages for each day of non-compliance past the scheduled completion date. Unless otherwise specified in Section I of this document or in the resulting contract, liquidated damages may be assessed at a rate of 1%, with a limit of $500.00 per day of non-compliance.

4.2 FORCE MAJEURE

The City and Supplier will be excused from the performance of their respective obligations under this Contract when and to the extent that their performance is delayed or prevented by any circumstances beyond their control including but not limited to, fire, flood, explosion, strikes or other labor disputes, act of God or public emergency, war, riot, order/act of any governmental authority, provided that:

4.2.1 The non-performing party gives the other party prompt written notice within three (3) business days describing the particulars of the Force Majeure including, but not limited to, the nature of the occurrence and its expected duration, and continues to furnish timely reports with respect thereto during the period of the Force Majeure;

4.2.2 The excuse of performance is of no greater scope and of no longer duration than is required by the Force Majeure;

4.2.3 No obligations of either party that arose before the Force Majeure causing the excuse of performance are excused as a result of the Force Majeure;

4.2.4 The non-performing party uses its best efforts to remedy its inability to perform. Economic hardship of the Provider will not constitute Force Majeure. The term of the Provider shall be extended by a period equal to that during which either party's performance is suspended under this Section.

The provisions of this section shall not preclude the City from canceling or terminating any resulting award (or any order for any goods or services included herein), or from revising the scope of the Work, as otherwise permitted under this RFP.

4.3 SUPPLIER'S INVOICE

4.3.1 The Supplier shall prepare and submit invoices to the attention of the project manager at: City of Griffin, Attn: *Mariza Eller*, PO Box T, Griffin, GA 30224. A proper invoice must include the items listed below:

(a) Name and address of the Supplier.

(b) Invoice date and invoice number. (The Supplier should date invoices as close as possible to the date of the mailing or transmission.)

(c) Purchase order number for supplies delivered or work completed.

(d) Description, quantity, unit of measure, unit price, and extended price of supplies delivered.

(e) Shipping and payment terms (e.g., shipment number and date of shipment, discount for prompt payment terms).

(f) Name and address to which payment is to be sent.

(g) Name (where practicable), title, phone number, and mailing address of person to notify in the event of a defective invoice.

(h) Any other information or documentation required by the contract (e.g., evidence of shipment).

4.3.2 A summary invoice shall be provided for all deliveries made during a billing period, identifying the delivery tickets covered therein, stating their total dollar value. A summary invoice shall be supported by receipt copies of the delivery tickets. Delivery tickets or sales slips shall contain:

(a) Name of supplier

(b) Purchase Order number

(c) Ship to Department and Address

(d) Description, Quantity, unit price, and extension of each item.

(e) Date of delivery or shipment.

4.4 TAX LIABILITY

The successful supplier will be provided with the City's Sales and Use Tax Certificate of Exemption number upon request.

4.5 PAYMENT

Payment will be made for items accepted by the City; standard terms are net 30.

4.6 ESTIMATED QUANTITIES

The quantities of items specified in the Bid Schedule are estimates only and are not purchased by this contract. If the City's requirements do not result in orders in the quantities described as "estimated", that fact shall not constitute the basis for an equitable price adjustment. Delivery shall be made only as authorized by orders issued in accordance with the Ordering clause. Subject to any limitations in the Order clause or elsewhere in this contract, the Supplier shall furnish to the City all items specified in the Bid Schedule and called for by orders issued in accordance with the Ordering clause.

4.7 ASSIGNMENT OR NOVATION OF CONTRACT

The Supplier shall not assign or transfer, whether by Assignment or Novation, any of its rights, duties, benefits, obligations, liabilities, or responsibilities under the Contract without the written consent of the City; provided, however, that assignments to banks, trust companies or other financial institutions for the purpose of securing a bond may be made without the consent of the City.

4.8 TERMINATION FOR CAUSE

The City reserves the right to terminate the resulting contract, in whole or in part, for failure to comply with any provisions of the contract as outlined by providing a written notice to the Supplier at least thirty (30) days before the effective date of termination. The Supplier will not be relieved of any outstanding responsibilities or unfinished

obligations under this contract. Receipt of items by the delivery date is critical to the terms of this contract. The City considers late delivery of contract items as reasonable cause to terminate the contract.

Prior to termination, a Cure Notice will be issued by the City. The Notice will identify the problems and deadlines that need to be met to remedy the problems to avoid termination for default. If the Supplier does not respond with an acceptable action plan to remedy the default or commence to remedy the default within a period of five (5) business days (or such longer period as the City may authorize in writing) after the issuance of notice, the City may issue termination for cause.

The City retains all other legal or equitable rights or remedies existing as a result of said default, including, but not limited to, any legal process necessary to obtain any sureties securing this contract.

4.9 TERMINATION FOR CONVENIENCE

The City reserves the right to terminate the resulting contract, in whole or in part, in the event the City determines that such termination is in the best interest of the City. Any such termination shall be affected by the delivery of a notice specifying the extent to which performance of work under the contract is termination and the date upon which the termination becomes effective. Upon receipt of notice, the contractor shall immediately discontinue all services affected, unless the notice directs otherwise. The City will make payment of deliverables satisfactorily executed according to industry standards or proven loss with respect to materials, etc., but no amount shall be allowed for anticipated profit or unperformed service.

4.10 TERMINATION FOR FUND APPROPRIATION

The City may unilaterally terminate this Agreement due to a lack of funding at any time by written notice to the Supplier. In the event of the City's termination of the resulting contract for fund appropriation, the Supplier will be paid for those services actually performed. Partially completed performance of the Agreement will be compensated based upon a signed statement of completion to be submitted by the Service Provider which shall itemize each element of performance

4.11 CHANGES

All work and materials furnished for this project shall be made in conformance with the contract documents. Changes in the scope of work or the terms and conditions of this contract may be made only by written agreement of the parties. Changes that involve an alteration to the payment amounts shall not commence until approved by the City and a Change Order has been issued.

4.12 REPORTING DISPUTES

The Supplier shall report any contract disputes and/or problems to the Procurement Analyst, both verbally and in writing within 48 hours of their occurrence.

5 SECTION V –INSURANCE REQUIREMENTS

Sections II - VII review the general terms and conditions. **Any bid-specific information noted in Section I or in the Specifications & Response Section will take precedence.**

Prior to commencing work, the Supplier shall procure and maintain at their own cost and expense for the duration of the agreement the following insurance against claims for injuries to person or damages to property which may arise from or in connection with the performance of the work or services hereunder by the Supplier, his agents, representatives, employees or Subcontractors. A Certificate of Insurance (COI) and any other documents required by the City must be submitted to the City prior to the commencement of any work. In the event of failure to supply the required documentation, the City shall have the right to recover any costs or damages incurred.

The City of Griffin, its agents, elected officials, and employees shall be included as additionally named insured with respect to all liability policies herein except the professional liability coverage and worker's compensation which shall be indicated on all applicable certificates of insurance. The insurance Certificates indicated above shall carry a written notice of change cancellation and shall be submitted in a reasonable period prior to the execution of any work under this contract. It shall be the responsibility of the Supplier to provide similar insurance for each subcontractor, or to provide evidence that each subcontractor carries his own insurance in like amounts, prior to the time such subcontractor proceeds to perform under the contract. The Supplier's insurance policy shall be primary for the additional insured, and not excess over any policy held by the additional insured.

The information described below sets forth minimum amounts and coverage and is not to be construed in any way as a limitation on the Supplier's liability.

5.1 STANDARD INSURANCE REQUIREMENTS

5.1.1 The City reserves the right to require higher insurance limits on any contract, provided notice of such requirement is stated in the solicitation.

5.1.2 *Commercial General Liability Insurance* - $1,000,000 limit per person, $2,000,000 per occurrence for property damage and bodily injury. The Supplier should indicate in the proposal and on the insurance certificate that the coverage provided is occurrence based. The City of Griffin shall be named as "additional insured" as its interest may appear and "waiver of subrogation granted". The insurance shall include coverage for the following:

- Premise/Operations
- Explosion, Collapse and Underground Property Damage Hazard (only when applicable to the project)
- Products/Completed Operations
- Contractual
- Independent Suppliers
- Broad Form Property Damage
- Personal Injury

5.1.3 *Automobile Insurance* - $1,000,000 limit per person or $2,000,000 combined single limit for property damage and personal injury.

- Owned/Leased Autos
- Non-owned Autos
- Hired Autos

5.1.4 *Umbrella Coverage*

5.1.4.1 *Workers' Compensation and Employers' Insurance* -- with benefits and monetary limits as set forth by Title 34, Chapter 9 of the O.C.G.A. Workers' Compensation coverage is required as a condition of performing work or services for the City whether or not the Supplier is otherwise required by law to provide such coverage. The Supplier shall supply the City with proof of compliance with the Workers' Compensation Act while performing work for the City by way of a COI. This proof must be received by the City **prior to** the commencement of work. If the Supplier does not meet the requirement for workers' compensation coverage, the certificate of insurance shall state that the contractor waives subrogation in regard to workers' compensation.

5.1.4.2 *Professional Liability/Errors & Omissions Insurance* - $2,000,000 or as per project (ultimate loss value per occurrence). Primarily E&O insurance is designed to protect the professional advice providers (i.e. consultants, financial services) or professional service-providing professionals (i.e. medical providers, lawyers).

5.2 OTHER INSURANCE PROVISIONS

5.2.1 All Coverage

5.2.1.1 Each insurance policy required by this clause shall be endorsed to state that coverage shall not be suspended, voided, canceled, reduced in coverage or in limits except after thirty (30) days prior written notice has been given to the City.

5.2.1.2 If the Supplier, for any reason, fails to maintain insurance coverage which is required pursuant to this Agreement, the same shall be deemed a material breach of contract. City, at its sole option, may terminate this Agreement and obtain damages from the Supplier resulting from said breach.

5.2.1.3 Alternatively, the City may purchase such required insurance coverage (but has no special obligation to do so), and without further notice to the Supplier, the City may deduct from sums due to the Supplier any premium costs advanced by City for such insurance.

5.2.2 Commercial General Liability and Automobile Liability Coverage

5.2.2.1 The City, members of its City Commission, boards, commissions and committees, officers, agents, employees and volunteers are to be covered as insured as respects: liability arising out of activities performed by or on behalf of the Supplier; products and completed operations of the Supplier; premises owned, leased or used by the Supplier or premises on which the Supplier is performing services on behalf of the City. The coverage shall contain no special limitations on the scope of protection afforded to the City, members of the City Commission, boards, commissions and committees, officers, agents, employees and volunteers.

5.2.2.2 The Supplier's insurance coverage shall be primary insurance as respects the City, members of its City Commission, boards, commissions and committees, officers, agents, employees and volunteers. Any insurance or self-insurance maintained by the City, members of its City Commission, boards, commissions and committees, officers, agents, employees and volunteers shall be excess of the Supplier's insurance and shall not contribute with it.

5.2.2.3 Any failure to comply with reporting provisions of the policies shall not affect coverage provided to the City, members of its City Commission, boards, commissions and committees, officers, agents, employees and volunteers.

5.2.2.4 Coverage shall state that Supplier's insurance shall apply separately to each insured against to whom a claim is made or suit is brought, except with respect to the limits of the insurer's liability.

5.2.3 Workers' Compensation and Employers' Liability and Property Coverage

The insurer shall agree to waive all rights of subrogation against the City, member of its' City Commission, boards, commissions and committees, officers, agents, employees and volunteers for losses arising from activities and operations of the Supplier in the performance of services under this Agreement *(see 5.1.4.1)*.

5.2.4 Deductibles and Self-Insured Retention

Any deductibles or self-insured retentions must be declared to the City.

5.2.5 Acceptability of Insurer

Insurance is to be placed with Georgia admitted 'A' rated carriers or better by A.M. Best's rating service.

5.2.6 Verification of Coverage

Supplier shall furnish the City with certificates of insurance and with original endorsements affecting coverage required by this clause. The certificates and endorsements for each policy are to be signed by a person authorized by that insurer to bind coverage on its behalf. The certificates and endorsements are to be received and approved by the City before work commences.

5.2.7 Subcontractors

Subcontractors must also be insured under the policies of insurance required herein.

6 REQUIRED IMMIGRATION/ENTITLEMENT AFFIDAVITS FOR GEORGIA

For the successful Suppliers contracting for physical labor or providing services with the City:

6.1 VENDOR/CONTRACTOR AFFIDAVIT

6.1.1 Pursuant to the Georgia Security and Immigration Compliance Act of 2006, the Supplier understands and agrees that compliance with the requirements of O.C.G.A. § 13-10-91 and Georgia Department of Labor Rule 300-10-1-.02 are conditions of this Agreement. The Supplier further agrees that such compliance shall be attested by the Supplier through execution of the contractor affidavit required by Georgia Department of Labor Rule 300-10-1-.07, or a substantially similar supplier affidavit. The Supplier's fully executed affidavit is attached hereto as an Exhibit and is incorporated into this Agreement by reference herein.

6.2 SUBCONTRACTORS

6.2.1 The Supplier understands and agrees that, in the event the Supplier employs or contracts with any subcontractor or subcontractors in connection with this Agreement, the Supplier shall:

6.2.1.1 Be responsible to the City for the acts and omissions of a sub-contractor or persons employed by said sub-contractor to the same extent that the Supplier is liable to the City.

6.2.1.2 Secure from each such subcontractor an indication of the employee number category as identified in O.C.G.A. § 13-10-91 that is applicable to the subcontractor;

6.2.1.3 Secure from each such subcontractor an attestation of the subcontractor's compliance with O.C.G.A. § 13-10-91 and Georgia Department of Labor Rule 300-10-1-.02 by causing each such subcontractor to execute the subcontractor affidavit required by Georgia Department of Labor Rule 300-10-1-.08, or a substantially similar subcontractor affidavit. The Supplier further understands and agrees that the Supplier shall require the executed subcontractor affidavit to become a part of the agreement between the Supplier and each such subcontractor. The Supplier agrees to maintain records of each subcontractor attestation required hereunder for inspection by the Department at any time."

7 TITLE VI –as applied through the Civil Rights Restoration Act of 1987

The CITY OF GRIFFIN, GEORGIA, in accordance with Title VI of the Civil Rights Act of 1964, 42 U.S.C. 2000d to 2000d-4, as amended by The Civil Rights Restoration Act of 1987, hereby notifies all suppliers that no person shall on the grounds of race, color, national origin, sex, age, and handicap/disability, be excluded from participation in, be denied the benefits of, or be otherwise subjected to discrimination under any program or activity conducted by the CITY regardless of whether those programs, services, and activities are federally-funded or not. Further, it will affirmatively ensure that in any contract entered into pursuant to this advertisement, disadvantaged business enterprises as defined at 49 CFR Part 23 will be afforded full opportunity to submit bids in response to this invitation and will not be discriminated against on the grounds of race, color, national origin, sex, age, handicap/disabled in consideration for an award.

Please separate and use the following pages with your response submittal. Additional pages may be used as needed. Thank you for your interest and participation in this opportunity.

CITY OF GRIFFIN, GEORGIA

RESPONSE SUBMITTAL COVER

RFP #24-009

For

INTERMENT AND BURIAL SERVICES

Submitted by:

Name of Company:	Doric of Central Georgia / Doric Vault Company
Mailing Address:	P.O. Box 1135
City/State/Zip:	Griffin, GA 30224
Phone (including area code):	770-228-6710 / 404-473-0971
E-mail:	vickiystuart@gmail.com

Submittal Deadline:
April 23, 2024 at 2:00 P.M.

FAILURE TO RETURN THIS PAGE AS PART OF YOUR SUBMISSION MAY RESULT IN REJECTION OF RESPONSE

SUPPLIER DISCLOSURES
24-009

All solicitations MUST contain signed and notarized statement of non-Collusion and non-Conflict of Interest. Any YES response for other disclosures must be detailed and attached to this sheet as part of your submittal. Reference to 'Supplier' denotes the organization submitting the response as well as the principal representing the organization.

Collusion. Collusion exists when two or more parties act together to achieve a fraudulent or unlawful act. Collusion inhibits free and open competition and is in violation of antitrust laws. I certify that this RFP response is genuine and is not a collusive or sham proposal. I further state that:

- The prepared response is made without prior understanding, agreement, or connection with any corporation, firm, or person submitting an RFP or offer for the same supplies, labor, services, construction, materials or equipment to be furnished or professional or consultant services, and is in all respects fair and without collusion or fraud; and
- The price(s) submitted has/have been arrived at independently and without consultation, communication or agreement with any other supplier, supplier or potential responder to the solicitation; and
- No attempt has been made or will be made to induce any company or person to refrain from responding to this solicitation, or to induce them to submit a budget that is higher than the budget in this solicitation, or to submit any intentionally high or noncompetitive response or other form of nonresponsive submittal; and
- I understand collusive bidding is a violation of city, state and federal law and can result in fines, prison sentences, and civil damages awards. I also certify that I am authorized to sign for this Supplier.

Conflict of interest. A Conflict of Interest exists when personal interests interfere in any way with the best interest of the City. This can arise if any agent of the City or their families will receive a monetary or other type of benefit based on the award of this project or if any supplier has an unfair competitive advantage over other suppliers. A conflict is also perceived if any previous history would make it impossible for the supplier to objectively fulfill the obligations associated with this project.

I certify that there is no known conflict of interest with the City or any employee or agent of the City. There is presently no interest and no interest shall be acquired that would directly or indirectly conflict in any manner with the performance of this solicitation, should it be awarded.

Doric of Central Georgia / Doric Vault Company
Company Name

Vicki Stuart
Signature of Authorized official of company

Vicki Stuart, Owner/Operator
Printed Name

Sworn to and subscribed before me this 22nd day of April , 2024 .

Notary Public: Teresa A. Watson

Teresa A. Watson

County: Spalding

Commission Expires: June 27, 2027



OTHER SUPPLIER DISCLOSURES

Any response of 'Yes' must be explained in full (separate sheet may be used).

No **Debarment.** Supplier certifies that neither it or its subcontractors is presently debarred, suspended, proposed for debarment, declared ineligible, or otherwise excluded from doing business with any government agency. Has the Supplier been deemed ineligible from participating in any business with any government agency in the past five (5) years?

No **Litigation.** Within the past five (5) years, has the Supplier been the subject of or party to any civil or criminal proceedings or investigations based on wrongful death, fraud, theft, breach of contract, safety, misrepresentation or any other conduct?

No **Financial stability.** Financial stability demonstrates that the Supplier has the resources to complete and the ability to remain in business for the duration of the subsequent contract. Has any petition of bankruptcy, orders or judgment been filed against the supplier in the past five (5) years?

No **Liquidated Damages.** Liquidated Damages are types of compensation designed to reimburse the City for certain problems or delays associated with a project; it serves as protection to both parties in the form of 'contract completion insurance'. Has the Supplier been assessed any liquidated damages or defaulted on any project with a government agency in the past five (5) years?

No **OSHA.** Has the Supplier been cited for any OSHA violations in the past five (5) years?

No **COMMUNICATIONS.** Has the Supplier communicated OR discussed pricing with anyone associated with the City, other than Procurement, since the solicitation was published?

SUPPLIER ACKNOWLEDGEMENTS *(please initial)*

VS **Resources.** We agree that we have the resources needed for the satisfactory completion of the project.

VS **Exceptions.** All deviations and exceptions to this RFP must be expressly stated in writing and attached as an Exception page. The absence of any exceptions assures the City of their full agreement and compliance with all specifications, terms and conditions, requirements and obligations of this RFP.

VS **Occupational Tax License.** If a City of Griffin Occupational Tax License is needed in order to fulfill the project, we will obtain such license prior to the confirmation of contract.

VS **Insurance.** We understand the insurance requirements noted and are prepared to supply the required insurance endorsements for these requirements prior to the confirmation of contract.

VS **Terms and Conditions.** The specifications, as well as the terms and conditions of this Request for Proposal shall be incorporated as an integral part of the final contract.

The Supplier has examined, carefully studied and hereby acknowledges the Specifications and any Addenda and agrees to provide the required services in accordance with this proposal. **The Supplier agrees to all specification items listed unless specifically noted on an Exceptions page.** The Supplier further certifies that they are not currently debarred from submitting proposals by any agency of the State of Georgia or the federal government.

Specifications . . . . . Acknowledgement _____

Addendum No. N/A dated _____ Acknowledgement _____

Addendum No N/A dated _____ Acknowledgement _____

Addendum No N/A dated _____ Acknowledgement _____

Suppliers must acknowledge the Specifications and any issued addenda. Responses which fail to acknowledge the Supplier's receipt of any addendum will result in the rejection of the RFP if the addendum contained information which substantively changes the City's requirements.

RFP RESPONSE SIGNATURE

I am registered (and compliant) with the City's online registration system: Yes X Not yet___

The City cannot award to a supplier that is not registered and compliant.

NAME OF COMPANY: Doric of Central Georgia / Doric Vault Company

MAILING ADDRESS: P.O. Box 1135

CITY /STATE/ZIP Griffin, GA 30224

PHONE (including area code): 770-228-6710 / 404-473-0971 E-MAIL: vickiystuart@gmail.com

AUTHORIZED SIGNATURE Vicki Stuart TITLE: Owner/Operator

NAME (PRINTED)
Vicki Stuart

CITY OF GRIFFIN, GEORGIA
BUSINESS OCCUPATIONAL TAX CERTIFICATE

This registration must be displayed in a conspicuous place in your business establishment. This registration is not transferable.

VICKI STUART
DORIC BURIAL VAULT CO
PO BOX 1135
GRIFFIN GA 30224

Certificate Number: 457

EXPIRATION DATE:
12/31/2024

Business Location: 1118 N HILL ST
GRIFFIN GA 30223

NAICS Code: 327390 - Other Concrete Product Manufacturing

The following zoning conditions have been placed on this property:

NON-TRANSFERABLE This certificate is subject to being revoked and annulled by the City of Griffin Board of Commissioners and is subject to the laws, ordinances and regulations hereafter enacted. This registration may be suspended or revoked if Federal, State, County or City laws, regulations or requirements are violated. Report any of the following changes to the City of Griffin Tax & License office immediately: ownership, business name, business location, type of business, or additional lines of business.

THIS LICENSE IS A PRIVILEGE CONDITIONAL ON THE HOLDER MEETING ALL STANDARDS FOR SUCH LICENSE AND OPERATING REGULATIONS APPLICABLE THERETO SET OUT IN CITY ORDINANCES AND GEORGIA LAW. FAILURE TO MEET SUCH STANDARDS OR TO COMPLY WITH SUCH OPERATING REGULATIONS SHALL SUBJECT THE HOLDER TO THE LICENSE BEING REVOKED FOLLOWING NOTICE AND HEARING.

If this business closes before the end of the expiration date, please sign below and return this portion of the license to the address below. This will inactivate your business occupational tax account:

Signature of Owner or Officer _____ **Last date of operation** _____

Business: DORIC BURIAL VAULT CO
Location: 1118 N HILL ST
Number: 457

Expiration: 12/31/2024

Mail To:
City of Griffin
Tax & License Administrator
PO Box T
Griffin GA 30224

Growing TOGETHER

CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY): 4/8/2024

THIS CERTIFICATE IS ISSUED AS A MATTER OF INFORMATION ONLY AND CONFERS NO RIGHTS UPON THE CERTIFICATE HOLDER. THIS CERTIFICATE DOES NOT AFFIRMATIVELY OR NEGATIVELY AMEND, EXTEND OR ALTER THE COVERAGE AFFORDED BY THE POLICIES BELOW. THIS CERTIFICATE OF INSURANCE DOES NOT CONSTITUTE A CONTRACT BETWEEN THE ISSUING INSURER(S), AUTHORIZED REPRESENTATIVE OR PRODUCER, AND THE CERTIFICATE HOLDER.

IMPORTANT: If the certificate holder is an ADDITIONAL INSURED, the policy(ies) must have ADDITIONAL INSURED provisions or be endorsed. If SUBROGATION IS WAIVED, subject to the terms and conditions of the policy, certain policies may require an endorsement. A statement on this certificate does not confer rights to the certificate holder in lieu of such endorsement(s).

PRODUCER
Mallory Agency
PO BOX 1209
Lagrange GA 30241

License#: 1306468
DORIBUR-01

CONTACT NAME: Jessica Jacoby
PHONE (A/C, No, Ext): 762-323-1220
FAX (A/C, No): 706-884-8039
E-MAIL ADDRESS: coi@malloryagency.com

INSURER(S) AFFORDING COVERAGE	NAIC #
INSURER A : Selective	
INSURER B :	
INSURER C :	
INSURER D :	
INSURER E :	
INSURER F :	

INSURED
Doric Burial Vault & Monument Company
PO Box 1135
Griffin GA 30224-0029

COVERAGES **CERTIFICATE NUMBER:** 1477002551 **REVISION NUMBER:**

THIS IS TO CERTIFY THAT THE POLICIES OF INSURANCE LISTED BELOW HAVE BEEN ISSUED TO THE INSURED NAMED ABOVE FOR THE POLICY PERIOD INDICATED. NOTWITHSTANDING ANY REQUIREMENT, TERM OR CONDITION OF ANY CONTRACT OR OTHER DOCUMENT WITH RESPECT TO WHICH THIS CERTIFICATE MAY BE ISSUED OR MAY PERTAIN, THE INSURANCE AFFORDED BY THE POLICIES DESCRIBED HEREIN IS SUBJECT TO ALL THE TERMS, EXCLUSIONS AND CONDITIONS OF SUCH POLICIES. LIMITS SHOWN MAY HAVE BEEN REDUCED BY PAID CLAIMS.

INSR LTR	TYPE OF INSURANCE	ADDL INSD	SUBR WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS	
A	X COMMERCIAL GENERAL LIABILITY			S 2645631	3/19/2024	3/19/2025	EACH OCCURRENCE	$ 1,000,000
	CLAIMS-MADE X OCCUR						DAMAGE TO RENTED PREMISES (Ea occurrence)	$ 300,000
							MED EXP (Any one person)	$ 5,000
							PERSONAL & ADV INJURY	$ 1,000,000
	GEN'L AGGREGATE LIMIT APPLIES PER:						GENERAL AGGREGATE	$ 2,000,000
	POLICY PRO-JECT X LOC						PRODUCTS - COMP/OP AGG	$ 2,000,000
	OTHER:							$
	AUTOMOBILE LIABILITY						COMBINED SINGLE LIMIT (Ea accident)	$
	ANY AUTO						BODILY INJURY (Per person)	$
	OWNED AUTOS ONLY / SCHEDULED AUTOS						BODILY INJURY (Per accident)	$
	HIRED AUTOS ONLY / NON-OWNED AUTOS ONLY						PROPERTY DAMAGE (Per accident)	$
								$
A	X UMBRELLA LIAB X OCCUR			S 2645631	3/19/2024	3/19/2025	EACH OCCURRENCE	$ 1,000,000
	EXCESS LIAB CLAIMS-MADE						AGGREGATE	$
	DED X RETENTION $ 0							$
A	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY			WC 9107486-00	3/19/2024	3/19/2025	X PER STATUTE / OTH-ER	
	ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH) Y/N	N/A					E.L. EACH ACCIDENT	$ 500,000
	If yes, describe under DESCRIPTION OF OPERATIONS below						E.L. DISEASE - EA EMPLOYEE	$ 500,000
							E.L. DISEASE - POLICY LIMIT	$ 500,000

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (ACORD 101, Additional Remarks Schedule, may be attached if more space is required)

CERTIFICATE HOLDER

City of Griffin
100 S Hill St
Griffin GA 30223

CANCELLATION

SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS.

AUTHORIZED REPRESENTATIVE

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CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY): 04/09/2024

THIS CERTIFICATE IS ISSUED AS A MATTER OF INFORMATION ONLY AND CONFERS NO RIGHTS UPON THE CERTIFICATE HOLDER. THIS CERTIFICATE DOES NOT AFFIRMATIVELY OR NEGATIVELY AMEND, EXTEND OR ALTER THE COVERAGE AFFORDED BY THE POLICIES BELOW. THIS CERTIFICATE OF INSURANCE DOES NOT CONSTITUTE A CONTRACT BETWEEN THE ISSUING INSURER(S), AUTHORIZED REPRESENTATIVE OR PRODUCER, AND THE CERTIFICATE HOLDER.

IMPORTANT: If the certificate holder is an ADDITIONAL INSURED, the policy(ies) must have ADDITIONAL INSURED provisions or be endorsed. If SUBROGATION IS WAIVED, subject to the terms and conditions of the policy, certain policies may require an endorsement. A statement on this certificate does not confer rights to the certificate holder in lieu of such endorsement(s).

PRODUCER Adams Insurance Services, Inc. 1326 Hwy. 19 North Thomaston GA 30286	CONTACT NAME: Brad Adams PHONE (A/C, No, Ext): (706) 647-2424 FAX (A/C, No): (706) 647-2408 E-MAIL ADDRESS: badams@adamsinsurance.net
INSURED DORIC BURIAL VAULT & MONUMENT COMPANY PO Box 1135 GRIFFIN GA 30224-	INSURER(S) AFFORDING COVERAGE — NAIC # INSURER A: Auto Owners INSURER B: INSURER C: INSURER D: INSURER E: INSURER F:

COVERAGES CERTIFICATE NUMBER: REVISION NUMBER:

THIS IS TO CERTIFY THAT THE POLICIES OF INSURANCE LISTED BELOW HAVE BEEN ISSUED TO THE INSURED NAMED ABOVE FOR THE POLICY PERIOD INDICATED. NOTWITHSTANDING ANY REQUIREMENT, TERM OR CONDITION OF ANY CONTRACT OR OTHER DOCUMENT WITH RESPECT TO WHICH THIS CERTIFICATE MAY BE ISSUED OR MAY PERTAIN, THE INSURANCE AFFORDED BY THE POLICIES DESCRIBED HEREIN IS SUBJECT TO ALL THE TERMS, EXCLUSIONS AND CONDITIONS OF SUCH POLICIES. LIMITS SHOWN MAY HAVE BEEN REDUCED BY PAID CLAIMS.

INSR LTR	TYPE OF INSURANCE	ADDL INSD	SUBR WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS	
	COMMERCIAL GENERAL LIABILITY						EACH OCCURRENCE	$
	☐ CLAIMS-MADE ☐ OCCUR						DAMAGE TO RENTED PREMISES (Ea occurrence)	$
							MED EXP (Any one person)	$
							PERSONAL & ADV INJURY	$
	GEN'L AGGREGATE LIMIT APPLIES PER:						GENERAL AGGREGATE	$
	☐ POLICY ☐ PRO-JECT ☐ LOC						PRODUCTS - COMP/OP AGG	$
	☐ OTHER:							$
A	AUTOMOBILE LIABILITY						COMBINED SINGLE LIMIT (Ea accident)	$
	☐ ANY AUTO						BODILY INJURY (Per person)	$ 500,000
	☐ OWNED AUTOS ONLY ☒ SCHEDULED AUTOS			50-242609-00	01/28/2024	01/28/2025	BODILY INJURY (Per accident)	$ 500,000
	☐ HIRED AUTOS ONLY ☐ NON-OWNED AUTOS ONLY						PROPERTY DAMAGE (Per accident)	$ 500,000
								$
	UMBRELLA LIAB ☐ OCCUR						EACH OCCURRENCE	$
	☐ EXCESS LIAB ☐ CLAIMS-MADE						AGGREGATE	$
	☐ DED ☐ RETENTION $							$
	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY						☐ PER STATUTE ☐ OTH-ER	
	ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? Y/N ☐ N/A						E.L. EACH ACCIDENT	$
	(Mandatory in NH)						E.L. DISEASE - EA EMPLOYEE	$
	If yes, describe under DESCRIPTION OF OPERATIONS below						E.L. DISEASE - POLICY LIMIT	$

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (ACORD 101, Additional Remarks Schedule, may be attached if more space is required)

CERTIFICATE HOLDER

City of Griffin
100 South Hill St
Griffin GA 30223

CANCELLATION

SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS.

AUTHORIZED REPRESENTATIVE

Mia M. Mackey

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STATE OF GEORGIA
CITY OF GRIFFIN

CONTRACTOR (*E-VERIFY*) AFFIDAVIT AND AGREEMENT

Please initial the appropriate statement for your current and future business relations with the City of Griffin, sign and have notarized if applicable (one must be initialed):

A) ___My company provides products only for the City (no physical labor or services).

B) ____I am a sole proprietor and have no employees.

C) ____My company is providing labor or services on a one-time basis that amounts to under $2,500.00.

D) VS My company provides labor or services to the City and I have supplied the EV number below (notarization below is required).

Vicki Stuart — Vicki Stuart — April 22, 2024
BY: Authorized Officer or Agent — *Printed Name* — *Date*

Doric of Central Georgia / Doric Vault Company — Owner/Operator
Company / Contractor Name — *Title of Authorized Officer or Agent of Contractor*

While the City requests a signed affidavit from every supplier, only those that provide labor or services that could amount to $2,500 or more to the City (item D above) MUST supply the actual E-Verify number issued by Homeland Security and have this affidavit notarized.

****

NOTARIZATION REQUIRED FOR E-VERIFY NUMBER SUBMISSIONS:

COMES NOW before me, the undersigned officer duly authorized to administer oaths, the undersigned contractor, who, after being duly sworn, states as follows:

By executing this affidavit, the undersigned contractor verifies its compliance with O.C.G.A. § 13-10-91 and Georgia Department of Labor Rule 300-10-1-.02, stating affirmatively that the individual, firm, or corporation which is contracting with the City has registered with and is participating in a federal work authorization program in accordance with the applicability provisions and deadlines established in O.C.G.A. § 13-10-91 and Georgia Department of Labor Rule 300-10-1-.02. Furthermore, the undersigned contractor will continue to use the federal work authorization program throughout the contract period.

The undersigned contractor further agrees that, should it employ or contract with any subcontractor(s) in connection with the physical performance of services pursuant to the contract with the City of Griffin, Georgia, of which this affidavit is a part, the undersigned contractor will secure from such subcontractor(s) similar verification of compliance with O.C.G.A. § 13-10-91 and Georgia Department of Labor Rule 300-10-1-.02 through the subcontractor's execution of the subcontractor affidavit required by Georgia Department of Labor Rule 300-10-1-.08 or a substantially similar subcontractor affidavit. The undersigned contractor further agrees to maintain records of such compliance and provide a copy of each such verification to the City at the time the subcontractor(s) is retained to perform such service.

972109
EEV / (*E-Verify # issued by Homeland Security IF checked above*)

Sworn to and subscribed before me

This 22nd day of April, 2024

Notary Public Teresa A. Watson
Teresa A. Watson

My commission expires: June 27, 2024

TERESA A. WATSON NOTARY PUBLIC EXP. JUNE 27, 2024 SPALDING COUNTY, GA

* Any of the electronic verification of work authorization programs operated by the United States Department of Homeland Security or any equivalent federal work authorization program operated by the United States Department of Homeland Security to verify information of newly hired employees, pursuant to the Immigration Reform and Control Act of 1986 (IRCA), P.L. 99-603. As of the effective date of O.C.G.A. § 13-10-91, the applicable federal work authorization program is the "EEV / Basic Pilot Program" operated by the U.S. Citizenship and Immigration Services Bureau of the U.S. Department of Homeland Security, in conjunction with the Social Security Administration (SSA).

Form **W-9**
(Rev. March 2024)
Department of the Treasury
Internal Revenue Service

Request for Taxpayer Identification Number and Certification

Go to www.irs.gov/FormW9 for instructions and the latest information.

Give form to the requester. Do not send to the IRS.

Before you begin. For guidance related to the purpose of Form W-9, see *Purpose of Form*, below.

Print or type. See Specific Instructions on page 3.

1 Name of entity/individual. An entry is required. (For a sole proprietor or disregarded entity, enter the owner's name on line 1, and enter the business/disregarded entity's name on line 2.)
James M & Vicki Stuart

2 Business name/disregarded entity name, if different from above.
Doric Vault Co.

3a Check the appropriate box for federal tax classification of the entity/individual whose name is entered on line 1. Check only one of the following seven boxes.

☐ Individual/sole proprietor ☐ C corporation ☐ S corporation ☒ Partnership ☐ Trust/estate

☐ LLC. Enter the tax classification (C = C corporation, S = S corporation, P = Partnership) . . . . .

Note: Check the "LLC" box above and, in the entry space, enter the appropriate code (C, S, or P) for the tax classification of the LLC, unless it is a disregarded entity. A disregarded entity should instead check the appropriate box for the tax classification of its owner.

☐ Other (see instructions)

4 Exemptions (codes apply only to certain entities, not individuals; see instructions on page 3):

Exempt payee code (if any)

Exemption from Foreign Account Tax Compliance Act (FATCA) reporting code (if any)

(Applies to accounts maintained outside the United States.)

3b If on line 3a you checked "Partnership" or "Trust/estate," or checked "LLC" and entered "P" as its tax classification, and you are providing this form to a partnership, trust, or estate in which you have an ownership interest, check this box if you have any foreign partners, owners, or beneficiaries. See instructions . . . . . ☐

5 Address (number, street, and apt. or suite no.). See instructions.
111 E. Hill St. / P.O Box 1135

Requester's name and address (optional)

6 City, state, and ZIP code
Griffin Ga. 30224

7 List account number(s) here (optional)

Part I Taxpayer Identification Number (TIN)

Enter your TIN in the appropriate box. The TIN provided must match the name given on line 1 to avoid backup withholding. For individuals, this is generally your social security number (SSN). However, for a resident alien, sole proprietor, or disregarded entity, see the instructions for Part I, later. For other entities, it is your employer identification number (EIN). If you do not have a number, see *How to get a TIN*, later.

Note: If the account is in more than one name, see the instructions for line 1. See also *What Name and Number To Give the Requester* for guidelines on whose number to enter.

Social security number
[ ][ ][ ] - [ ][ ] - [ ][ ][ ][ ]

or

Employer identification number
58-2567629

Part II Certification

Under penalties of perjury, I certify that:

1. The number shown on this form is my correct taxpayer identification number (or I am waiting for a number to be issued to me); and
2. I am not subject to backup withholding because (a) I am exempt from backup withholding, or (b) I have not been notified by the Internal Revenue Service (IRS) that I am subject to backup withholding as a result of a failure to report all interest or dividends, or (c) the IRS has notified me that I am no longer subject to backup withholding; and
3. I am a U.S. citizen or other U.S. person (defined below); and
4. The FATCA code(s) entered on this form (if any) indicating that I am exempt from FATCA reporting is correct.

Certification instructions. You must cross out item 2 above if you have been notified by the IRS that you are currently subject to backup withholding because you have failed to report all interest and dividends on your tax return. For real estate transactions, item 2 does not apply. For mortgage interest paid, acquisition or abandonment of secured property, cancellation of debt, contributions to an individual retirement arrangement (IRA), and, generally, payments other than interest and dividends, you are not required to sign the certification, but you must provide your correct TIN. See the instructions for Part II, later.

Sign Here Signature of U.S. person Vicki Stuart Date 4-22-2024

General Instructions

Section references are to the Internal Revenue Code unless otherwise noted.

Future developments. For the latest information about developments related to Form W-9 and its instructions, such as legislation enacted after they were published, go to *www.irs.gov/FormW9*.

What's New

Line 3a has been modified to clarify how a disregarded entity completes this line. An LLC that is a disregarded entity should check the appropriate box for the tax classification of its owner. Otherwise, it should check the "LLC" box and enter its appropriate tax classification.

New line 3b has been added to this form. A flow-through entity is required to complete this line to indicate that it has direct or indirect foreign partners, owners, or beneficiaries when it provides the Form W-9 to another flow-through entity in which it has an ownership interest. This change is intended to provide a flow-through entity with information regarding the status of its indirect foreign partners, owners, or beneficiaries, so that it can satisfy any applicable reporting requirements. For example, a partnership that has any indirect foreign partners may be required to complete Schedules K-2 and K-3. See the Partnership Instructions for Schedules K-2 and K-3 (Form 1065).

Purpose of Form

An individual or entity (Form W-9 requester) who is required to file an information return with the IRS is giving you this form because they

FAILURE TO RETURN THIS PAGE AS PART OF YOUR SUBMISSION MAY RESULT IN REJECTION OF RESPONSE

RFP 24-009
PRICE SUBMITTAL: INTERMENT AND BURIAL SERVICES

Company Name Doric of Central Georgia / Doric Vault Co. RFP Price Valid ~~Through~~ July 1, 2024 to July 1, 2025

PRICE STRUCTURE* – Complete the following and include associated information specifics for the cost quoted (pricing must be submitted on this form; additional pages to detail may be used as needed). The quantities below are estimates only; additional detail on the locations can be found on Attachments, located at the end of this document. ***Bidders submitting Proposals will be responsible for field verification and calculations.*** If any discrepancy exists between the unit price and the total price, the unit price will be used.

Description	Cost
Standard grave (open & close)	$245.00
Infant grave (open & close)	$245.00
Oversize grave (specify what constitutes oversize)	$495.00
Funeral service fee after 5 PM (excess over standard)	$300.00
Weekend service fee (excess over standard/infant/oversize)	$ 0.00
Holiday service fee (excess over standard/infant/oversize)	$ 0.00
Hand dug graves	$600.00
Debris removal	$100.00
Rock clause	$150.00
Concrete floor removal	$150.00
Monument (move & reset)	$150.00
Pouring concrete floor	$150.00
Disinterment	*Call for quote
Drop ins	$295.00
Steel vault graves	$295.00
Other fees (specify ANY and ALL charges of excess fees not listed above)	
Other fees: Cremations	$150.00
Other fees: Cremation with Concrete	$250.00

List any/all exceptions to specified requirements:
None

Additional comments/recommendations:
None

Completed by:

Company name: Doric of Central Georgia / Doric Vault Company

Contact Person: Vicki Stuart (Signature) Vicki Stuart (Printed Name)

FAILURE TO RETURN THIS PAGE AS PART OF YOUR SUBMITTAL MAY RESULT IN A REJECTION

RFP 24-009

TECHNICAL RESPONSE SUBMITTAL – (NO COST ON THIS SHEET)

Company Name Doric of Central Georgia / Doric Vault Company

RESPONSE STRUCTURE - Answer the following questions and comments; include associated information as needed (base answers must be submitted on this form; additional pages may be used as needed for supplemental information):

Question:

Number of years of interment services experience: 39 Years

Describe the extent of that experience as related to the specifications: As a company, we have been opening and closing graves for the past 39 years.

Number of years the organization has been operating & in business under the current name and current management. 39 Years as Doric of Central Georgia / Doric Vault Company

Has there been any legal action or complaints against your business? If so, please explain: No

Has your business even been or is now involved with bankruptcy, liens or Chapter 11 proceedings? If yes, please explain: No

List your company's heavy equipment that is used for interments.

L39 Kubota Front-end Loader/Backhoe, 36G John Deere Excavator, 36D John Deere Excavator, 2021 Dodge Dump Truck, 2015 – 3500 Chevrolet Dump Truck, 2018 – 3500 Chevrolet Dump Truck, 2007 Duramax Dump Truck. We also have 4 Bomac Packers – Grave Packing, 6 Honda Grave Pumps – Water Removal From Graves.

Additional comments:

Also, please note: Here at Doric Vault, we have on our property, a site to dispose of extra dirt that the cemetery may or may not be able to accommodate. Doric of Central Georgia is a member of the Griffin-Spalding Chamber of Commerce and is registered with the Georgia Secretary of State's Office for 39 years.

COMPLETED BY:

Company Name: Doric of Central Georgia / Doric Vault Company

Contact Person: Vicki Stuart

DOCUMENT MAY RESULT IN REJECTION OF RESPONSE. THIS FORM MUST BE COMPLETED FOR EACH RFP SUBMITTAL EVEN IF YOU ARE CONSIDERED TO BE A CURRENT SUPPLIER.

REFERENCES

The City of Griffin requests a minimum of three references where work of a similar size and scope has been completed within the past 3-4 years.

REFERENCE 1:
Company Name: Westwood Garden Cemetery – Griffin, Georgia

Brief Description of Project: Open/Close Graves and Install Funeral Set-ups

Completion Date: Ongoing for 25+ Years

Contact Person: Cliff Thomas

Telephone: 770-229-4988 E-mail: cthomas@haistenmcculloughfunerals.com

REFERENCE 2:
Company Name: Crystal Hill Cemetery / Coggins Funeral Homes – Thomaston, Georgia

Brief Description of Project: Open/Close Graves and Install Funeral Set-ups

Completion Date: Ongoing for 25+ Years

Contact Person: Ryan Fulghum

Telephone: 706-647-9681 E-mail: ryan-fulghum@hotmail.com

REFERENCE 3:
Company Name: Memorial Gardens Cemetery – Griffin, Georgia

Brief Description of Project: Open/Close Graves as needed, Install Funeral Set-ups, Vault Sales

Completion Date: Ongoing for 25+ Years

Contact Person: Melissa Dail

Telephone: 678-967-5934 E-mail: Mdail90@hotmail.com

COMPLETED BY:
Company Name: Doric of Central Georgia / Doric Vault Company

Contact Person: Vicki Stuart (Signature) Vicki Stuart (Printed Name)

Griffin
Growing TOGETHER

SUPPLIER REGISTRATION

Supplier Registration with the City of Griffin consists of the following:

The City of Griffin now has online self-service registration, via Vendor Registry. In order to be registered as a City of Griffin supplier, you must access the registration via the City's site. This will give you the opportunity to keep your information accurate and current. It also permits unlimited NIGP commodity codes, allowing for notifications based on your specific business criteria. In addition to the visibility to the City, this service will allow for other agencies in our area to have visibility of your company and it will allow you to have visibility of opportunities from other agencies in our area. There is no charge for this basic service, but you do have the option to automatically expand your visibility to other areas for a small fee to Vendor Registry at any time.

TO REGISTER:

- ✓ Please visit our website at www.cityofgriffin.com
- ✓ Select "Resources"
- ✓ Select "Register my Business with the City"
- ✓ Complete your registration by following the instructions provided
    - Two documents (forms included below) will be required to be **uploaded online** before your registration is complete. They are:
        - **Supplier Affidavit** – This document is also referred to as the E-Verify affidavit and has been updated to reflect new laws that have recently gone into effect. An E-Verify (EV) number is REQUIRED by the State of Georgia (OCGA § 13-10-91) if you provide labor or services to the City that is valued in excess of $2,499.99. In addition to the EV number and signature, the affidavit must be notarized. If you are a sole proprietor or your company provides only products, simply initial the statement that applies to your situation and sign. **There is no need to notarize the affidavit unless you provide your EV number.**
        - **W-9** – This document supplies the Employer Identification Number (EIN) or the Social Security (SS) number of the supplier.

Note: *If you have problems getting registered, Vendor Registry is available to answer questions and help get you registered; they can be reached toll-free at (865) 777-4337. The City is also available to help.*

If you are registered on Vendor Registry with another agency other than City of Griffin, you can 'piggyback' off of your existing profile to create a profile for Griffin. Contact Vendor Registry or our Procurement office for help in creating this new record.

SUBCONTRACTOR (*E-VERIFY*) AFFIDAVIT AND AGREEMENT

Vicki Stuart — Vicki Stuart — April 22, 2024

BY: Authorized Officer or Agent — *Printed Name* — *Date*

Doric of Central Georgia / Doric Vault Co. — Owner/Operator

Company / SubContractor Name — *Title of Authorized Officer or Agent of SubContractor*

While the City requests a signed affidavit from every supplier, only those that provide labor or services that could amount to $2,500 or more to the City (item D above) MUST supply the actual E-Verify number issued by Homeland Security and have this affidavit notarized.

****

NOTARIZATION REQUIRED FOR E-VERIFY NUMBER SUBMISSIONS:

COMES NOW before me, the undersigned officer duly authorized to administer oaths, the undersigned contractor, who, after being duly sworn, states as follows:

By executing this affidavit, the undersigned subcontractor verifies its compliance with O.C.G.A. § 13-10-91, stating affirmatively that the individual, firm or corporation which is engaged in the physical performance of services under a contract with Doric of Central Georgia / Doric Vault Company (Contractor) on behalf of City of Griffin, Georgia (Public Employer) has registered with, is authorized to use and uses the federal work authorization program commonly known as E-Verify, or any subsequent replacement program, in accordance with the applicable provisions and deadlines established in O.C.G.A. § 13-10-91. Furthermore, the undersigned subcontractor will continue to use the federal work authorization program throughout the contract period and the undersigned subcontractor will contract for the physical performance of services in satisfaction of such contract only with sub-subcontractors who present an affidavit to the subcontractor with the information required by O.C.G.A. § 13-10-91(b). Additionally, the undersigned subcontractor will forward notice of the receipt of an affidavit from a sub-subcontractor to the contractor within five business days of receipt. If the undersigned subcontractor receives notice of receipt of an affidavit from any sub-subcontractor that has contracted with a sub-contractor to forward, within five business days of receipt, a copy of such notice to the contractor. Subcontractor hereby attests that its federal work authorization user identification number and date of authorization are as follows:

972109

EEV / (*E-Verify # issued by Homeland Security IF checked above*)

Sworn to and subscribed before me

This 22nd day of April, 2024

Notary Public Teresa A. Watson

Teresa A. Watson

My commission expires: June 27, 2024

* Any of the electronic verification of work authorization programs operated by the United States Department of Homeland Security or any equivalent federal work authorization program operated by the United States Department of Homeland Security to verify information of newly hired employees, pursuant to the Immigration Reform and Control Act of 1986 (IRCA), P.L. 99-603. As of the effective date of O.C.G.A. § 13-10-91, the applicable federal work authorization program is the "EEV / Basic Pilot Program" operated by the U.S. Citizenship and Immigration Services Bureau of the U.S. Department of Homeland Security, in conjunction with the Social Security Administration (SSA).

Griffin

STATE OF GEORGIA
CITY OF GRIFFIN

SUB-SUBCONTRACTOR (*E-VERIFY*) AFFIDAVIT AND AGREEMENT

Vicki Stuart	April 22, 2024
BY: Authorized Officer or Agent	*Printed Name*	*Date*

Doric of Central Georgia/Doric Vault Company	Owner/Operator
Company / SubContractor Name	*Title of Authorized Officer or Agent of SubContractor*

While the City requests a signed affidavit from every supplier, only those that provide labor or services that could amount to $2,500 or more to the City (item D above) MUST supply the actual E-Verify number issued by Homeland Security and have this affidavit notarized.

****

NOTARIZATION REQUIRED FOR E-VERIFY NUMBER SUBMISSIONS:

COMES NOW before me, the undersigned officer duly authorized to administer oaths, the undersigned contractor, who, after being duly sworn, states as follows: N/A

By executing this affidavit, the undersigned sub-subcontractor verifies its compliance with O.C.G.A. § 13-10-91, stating affirmatively that the individual, firm or corporation which is engaged in the physical performance of services under a contract with _____ (Subcontractor or Sub-subcontractor with whom subcontractor has privity of contract) and _____ Contractor) on behalf of _____ (Public Employer) has registered with, is authorized to use and uses the federal work authorization program commonly known as E-Verify, or any subsequent replacement program, in accordance with the applicable provisions and deadlines established in O.C.G.A. § 13-10-91. Furthermore, the undersigned sub-subcontractor will continue to use the federal work authorization program throughout the contract period and the undersigned sub-subcontractor will contract for the physical performance of services in satisfaction of such contract only with sub-subcontractors who present an affidavit to the sub-subcontractor with the information required by O.C.G.A. § 13-10-91(b). The undersigned sub-subcontractor shall submit, at the time of such contract, this affidavit to (Subcontractor or Sub-subcontractor with whom subcontractor has privity of contract). Additionally, the undersigned sub-subcontractor will forward notice of the receipt of any affidavit from a sub-subcontractor to (Subcontractor or Sub-subcontractor with whom the subcontractor has privity of contract). Sub-subcontractor hereby attests that its federal work authorization user identification number and date of authorization are as follows:

_____
EEV / (*E-Verify # issued by Homeland Security IF checked above*)

Sworn to and subscribed before me

This _____ day of _____, 20 ___

Notary Public _____

My commission expires: _____

* Any of the electronic verification of work authorization programs operated by the United States Department of Homeland Security or any equivalent federal work authorization program operated by the United States Department of Homeland Security to verify information of newly hired employees, pursuant to the Immigration Reform and Control Act of 1986 (IRCA), P.L. 99-603. As of the effective date of O.C.G.A. § 13-10-91, the applicable federal work authorization program is the "EEV / Basic Pilot Program" operated by the U.S. Citizenship and Immigration Services Bureau of the U.S. Department of Homeland Security, in conjunction with the Social Security Administration (SSA).

STATE OF GEORGIA
CITY OF GRIFFIN

TAX COMPLIANCE FORM*

*Must be completed for all RFPs with an aggregate total of more than $99,000.00.

INSTRUCTIONS TO SUPPLIERS

Please complete the following information:

- Supplier's Name: Doric of Central Georgia / Doric Vault Company
- Physical Location Address: 1118 North Hill Street
  Griffin, GA 30223
- Federal Identification Number (FEI): 58-2567639
- Have you ever been registered in the State of Georgia? Yes
- If so, please provide the following information, if applicable:
  - State Taxpayer Identification Number (STI): 2099576-RD
  - Sales and Use Tax Number: 301-783940
  - Withholding Tax Number: 775361-09
- What type of service will you perform? Open/Close Graves
- Will you sell any tangible personal property or goods?
- Supplier's Affiliate's Name:
  - FEI:
  - STI:
  - Sales and Use Tax Number:
  - Withholding Tax Number:

  If there is more than one affiliate, please attach a separate sheet listing the information above.
- Person responsible for handling supplier's tax issues (such as the CFO, the company tax officer, etc.):
  - Name: Vicki Stuart
  - Telephone Number: 770-228-6710 / 404-473-0971
  - E-mail Address: vickiystuart@gmail.com

NOTICE TO SUPPLIER:

In the event the supplier is considered for contract award, the information provided on this form will be submitted to the Georgia Department of Revenue ("DOR") for a determination as to whether the supplier is a "prohibited source" (as defined by O.C.G.A. §50-5-82) or whether there are any other outstanding tax issues. MISSING, INCOMPLETE, OR ERRONEOUS DATA MAY DELAY OR PROHIBIT VERIFICATION OF YOUR ELIGIBILITY FOR CONTRACT AWARD. NO PROHIBITED SOURCE MAY RECEIVE CONTRACT AWARD; THEREFORE, YOU ARE STRONGLY ENCOURAGED TO CHECK YOUR TAX STATUS NOW AND RESOLVE ANY OUTSTANDING TAX LIABILITIES AND/OR MISSING TAX RETURNS.

SUPPLIER'S RFP/RFP CHECKLIST

Griffin
GROWING TOGETHER

___1 **Read the *entire* document,** paying close attention to critical items such as: supplies/services required; submittal dates; number of copies required for submittal; contract requirements (e.g. bonding and insurance requirements); etc. Note that all RFP specific information noted in Section I or in a special Specification section, if there is one, take precedence over the general terms and conditions listed in Section II.

___2 **Note the Procurement Agent's name and e-mail address.** With the exception of written technical questions sent to the project manager, the Procurement agent is the only person you are allowed to communicate with regarding the RFP/RFP from inception until after award.

___3 **Attend the pre-proposal conference** if one is offered. These conferences provide a valuable opportunity to ask clarifying questions, obtain a better understanding of the project, or to notify the City of any ambiguities, inconsistencies, or errors in the RFP/RFP. Pre-RFP conferences are not usually mandatory, but are a source of important information and attendance at them (as well as any other RFP-related meetings) are considered part of the evaluation criteria.

___4 **Take advantage of the 'question / answer' period.** Submit your questions to the Procurement Agent (or Project Manager and copy the Procurement Agent) by the due date listed in the *Schedule of Events.* Even though you may get a direct response for questions you have asked, a formal addendum will be issued to address any substantive questions so all suppliers will have access to the additional pertinent information.

___5 **Follow the format required in the RFP/RFP** when answering questions and item details. Provide point-by-point responses to all sections in a clear, concise manner and in the order they were requested.

___6 **Provide complete answers/descriptions.** Read and answer **all** questions and requirements. Make sure all items have a response, even if it is a 'n/a'. Don't assume the City or evaluation committee will know what your company capabilities are or what items/services you can provide, even if you have previously contracted with the City. Proposal submissions are evaluated based solely on the information and materials provided in your response.

___7 **Use the forms provided,** e.g. cover page, cost proposal form, standard forms, registration, etc. Make sure to include all required forms (in the proper order) with your submission. You do not need to send a copy of the RFP itself with your response.

___8 **Supplier registration.** Supplier registration includes both information needed by the City and affidavits/ information required by the State of Georgia. The City cannot award an RFP to a supplier with incomplete registration. Registration is now done online and you can check to see if your profile is compliant (has both EV affidavit and W9) by logging in with your user-id and password. Even if you are not providing labor and do not need an E-Verify number, you will need to note the appropriate reason and sign.

___9 **Check the City website for RFP addenda.** All addenda issued for the RFP are posted on the City's website under the associated RFP posting. Do not assume that if you received an individual notification of the RFP, you will receive all addenda. Notifications are a courtesy effort and the City cannot guarantee that an email notification will reach all of the intended recipients. Before submitting your response, check the website at http://www.cityofgriffin.com (select 'Resources', then 'RFP Opportunities') to confirm if any addenda were issued for the RFP. If so, you must acknowledge each addendum on the Response document.

___10 **Review and read the RFP document again** to make sure that you have addressed all requirements. Once the RFP deadline has been met, you will be unable to make changes to your response. Your original response and the requested copies must be identical and complete. The copies are provided to the evaluation committee members and will be used to rank your response.

___11 **'Package' your response in the recommended order** of section 1.4. When response submittals are packaged in the same manner, evaluators are able to review them in a more timely, thorough and equitable manner.

___12 **Submit your response on time.** Note all the dates and times listed in the *Schedule of Events* and within the document, and be sure to submit all required items on time. Late submissions will not be accepted.

This checklist is provided for assistance only and does not need to be submitted with the Supplier's Response.

FAILURE TO RETURN THIS PAGE AS PART OF YOUR SUBMISSION MAY RESULT IN REJECTION OF RESPONSE

RFP 24-009
PRICE SUBMITTAL: INTERMENT AND BURIAL SERVICES

Company Name Doric of Central Georgia / Doric Vault Co. RFP Price Valid ~~Through~~ July 1, 2024 to July 1, 2025

PRICE STRUCTURE* – Complete the following and include associated information specifics for the cost quoted (pricing must be submitted on this form; additional pages to detail may be used as needed). The quantities below are estimates only; additional detail on the locations can be found on Attachments, located at the end of this document. ***Bidders submitting Proposals will be responsible for field verification and calculations.*** If any discrepancy exists between the unit price and the total price, the unit price will be used.

Description	Cost
Standard grave (open & close)	$245.00
Infant grave (open & close)	$245.00
Oversize grave (specify what constitutes oversize)	$495.00
Funeral service fee after 5 PM (excess over standard)	$300.00
Weekend service fee (excess over standard/infant/oversize)	$ 0.00
Holiday service fee (excess over standard/infant/oversize)	$ 0.00
Hand dug graves	$600.00
Debris removal	$100.00
Rock clause	$150.00
Concrete floor removal	$150.00
Monument (move & reset)	$150.00
Pouring concrete floor	$150.00
Disinterment	*Call for quote
Drop ins	$295.00
Steel vault graves	$295.00
Other fees (specify ANY and ALL charges of excess fees not listed above)	
Other fees: Cremations	$150.00
Other fees: Cremation with Concrete	$250.00

List any/all exceptions to specified requirements:
None

Additional comments/recommendations:
None

Completed by:

Company name: Doric of Central Georgia / Doric Vault Company

Contact Person: Vicki Stuart (Signature) **Vicki Stuart** (Printed Name)

AGENDA ITEM SUMMARY

ITEM SUMMARY:

Consider acceptance of the Georgia Airport Aid Funding Grant Contract AP025-9000-42(255) commonly referred to as (GAAF-42), continuing the work effort in support of the New Griffin-Spalding Regional Airport. *Airport Director, Robert Mohl, will address.*

SPECIAL CONSIDERATIONS OR CONCERNS:

On 14 April 2025, GAAF-42 was approved, as-to-form, by the Griffin-Spalding County Airport Authority's Legal Counsel, Ms. Stephanie Windham.
On 14 April 2025, GAAF-42 was ap[proved by the GSAA and recommends approval to the City of Griffin And Spalding County.
On 15 April 2025, GAAF-42 was approved, as-to-form, by the City Attorney, Mr. Drew Whalen.
On 21 April 2025, GAAF-42 will go before Spalding County for approval.

The Grant is the second phase of moving the Georgia Power, Georgia Transmission and Atlanta Gas & Light's power transmission and gas lines that traverse the construction site.

STAFF RECOMMENDATION:

Staff recommends approval.

FINANCIAL IMPACT:

Grant Award is $9,246,139.00
There is no local share - match required for this grant.

Submitted By:
Robert Mohl

Meeting Date:
22/04/2025

Reviewed By:
Jessica O'Connor

ATTACHMENTS:
Griffin - Contract 42_Contract_rev022525 (GDOT Revised- Signature Copy) with AJW Signature and City Signature Block.pdf

CONTRACT FOR CONSTRUCTION OF AIRPORT

AIRPORT PROJECT NO. AP025-9000-42(255)
PID – T009140

SPALDING

LIMITED PARTICIPATION

STATE OF GEORGIA

FULTON COUNTY

THIS CONTRACT made and entered into on_____, ("Effective Date") by and between the GEORGIA DEPARTMENT OF TRANSPORTATION, party of the first part (hereinafter called "DEPARTMENT"), and the CITY OF GRIFFIN (the "CITY"), SPALDING COUNTY (the "COUNTY") and GRIFFIN-SPALDING COUNTY AIRPORT AUTHORITY (the "AIRPORT AUTHORITY"). The CITY, COUNTY and AIRPORT AUTHORITY collectively shall be called the "SPONSORS", who have been duly authorized to execute this Contract.

WITNESSETH:

WHEREAS, the SPONSORS entered into an Intergovernmental Agreement ("Name of Agreement") dated August 12, 2014, wherein the SPONSORS memorialized their intention to work together as co-sponsors and further designated their roles and responsibilities with respect to the airport operations and projects.

WHEREAS, the DEPARTMENT and the SPONSORS desire the construction of certain work at a certain airport, and the SPONSORS agree to contract for all the materials and to perform all work and labor for said purpose, the Project being more particularly described as follows:

CONSTRUCT REPLACEMENT AIRPORT - UTILITIES RELOCATION - PHASE II
AT THE REPLACEMENT GRIFFIN-SPALDING COUNTY AIRPORT IN GRIFFIN, GA

Now, therefore, in consideration of the premises and the mutual covenants herein contained, the parties hereto agree as follows:

(1) The work and materials shall be in strict and entire conformity with the provisions of this Contract and the plans on Airport Project No. T009140/AP025-9000-42(255) SPALDING prepared (or approved) by the DEPARTMENT and in accordance with the Standard Specifications, 2021 Edition, and Special Provisions contained in **Attachment 1**, which are attached hereto and incorporated as if fully set forth herein, and the Federal Aviation Administration's Standards for Specifying Construction of Airports, dated December 21, 2018, updated through Errata Sheet dated August 19, 2020.

The original plans and specifications are on file at the DEPARTMENT in Atlanta, Georgia and said plans and specifications are hereby made a part of this Contract as if fully set out herein.

If applicable, for those General Aviation Airports receiving Federal funds, the Special Conditions contained in **Attachment 2**, attached hereto and incorporated herein, shall apply.

(2) At the time of execution of this Contract, the SPONSORS agree to furnish to the DEPARTMENT, at the expense of the SPONSORS, a complete set of plans and specifications for said Project, and to furnish to said DEPARTMENT from time to time on demand by the DEPARTMENT to the SPONSORS all revisions of said plans and specifications. Further, SPONSORS will ensure that any airport receiving funding under this Block Grant has submitted for the file a current **Exhibit "A" Property Map** with their request for funding to the DEPARTMENT.

(3) This contract is accepted with the express understanding that no person, firm, corporation, or governmental agency can increase the liability of the DEPARTMENT in connection herewith, except under written agreement with the DEPARTMENT.

(4) Compensation.

(4.1) Project Costs. The DEPARTMENT and the SPONSORS agree that the cost of this Project shall be as follows:
The total estimated cost of the Project is NINE MILLION TWO HUNDRED FORTY-SIX THOUSAND ONE HUNDRED THIRTY-NINE and 00/100 Dollars ($9,246,139.00). The total estimated cost of the Project as described herein is shown on the Summary of Construction Items in Exhibit A to this Contract, which is attached hereto and incorporated as if fully set forth herein.

(4.2) Funding Maximum not to Exceed Amount. The Maximum amount that the Department shall be obligated to pay is NINE MILLION TWO HUNDRED FORTY-SIX THOUSAND ONE HUNDRED THIRTY-NINE and 00/100 Dollars ($9,246,139.00). This amount may be comprised of a combination of AIP and or AIG funds, and or state funds, as set forth specifically below.

It is further agreed that if the sum total of the actual cost of the Project is less than the amounts indicated in Exhibit A to this Contract, the DEPARTMENT shall be obligated to pay its 100% of the actual Project cost as verified from the records of the SPONSORS or actual measured quantities of the items listed in Exhibit A, whichever is less.

(4.2.1) Airport Improvement Program (AIP) Funding. The Parties understand that the maximum amount of AIP funds obligated under this Agreement is ZERO and 00/100 Dollars ($0.00) and of that maximum amount, the AIP funds are allocated and shall apply as follows:

1. It is agreed that the DEPARTMENT'S obligation will include state funds in the amount of ZERO and 00/100 Dollars ($0.00) for the Project as summarized in Exhibit A.

2. It is further agreed that the DEPARTMENT'S obligation will include federal funds in the amount of ZERO and 00/100 Dollars ($0.00) for the Project as summarized in Exhibit A.

3. It is further understood the SPONSORS' local share of the project is in the amount of ZERO and 00/100 Dollars ($0.00).

(4.2.2) Airport Infrastructure Program (AIG) Funding. If applicable, SPONSORS understand and agree that in addition to the representations contained in the SPONSORS' project applications for the AIG Funds, SPONSORS agree that pursuant to and for the purpose of carrying out the Infrastructure Investment and Jobs Act of 2021 (Public Law 117-58, Division J, Title VIII), these AIG Funds will be used for the Project at SPONSORS' airport.

The Parties understand that the maximum amount of AIG funds obligated under this Agreement is ZERO and 00/100 Dollars ($0.00) and of that maximum amount, the AIG funds are allocated and shall apply as follows:

1. It is agreed that the DEPARTMENT'S obligation will include state funds in the amount of ZERO and 00/100 Dollars ($0.00) for the Project as summarized in Exhibit A.

2. It is further agreed that the DEPARTMENT'S obligation will include federal funds in the amount of ZERO and 00/100 Dollars ($0.00) for the Project as summarized in Exhibit A.

3. It is further understood the SPONSORS' local share of the project is in the amount of ZERO and 00/100 Dollars ($0.00).

(4.2.3) Georgia Airport Aid Funding. If applicable, the Parties understand that only state funds shall be obligated under this Agreement. The Parties understand and agree that the maximum amount of state funds, which shall be the DEPARTMENT'S sole obligation, will be in the amount of NINE MILLION TWO HUNDRED FORTY-SIX THOUSAND ONE HUNDRED THIRTY-NINE and 00/100 Dollars ($9,246,139.00) and of that maximum amount, the state funds are allocated and shall apply as follows:

1. It is agreed that the DEPARTMENT'S obligation is the maximum amount the DEPARTMENT shall be obligated to pay which is the total amount of the state share of the Project which is NINE MILLION TWO HUNDRED FORTY-SIX THOUSAND ONE HUNDRED THIRTY-NINE and 00/100 Dollars ($9,246,139.00) as summarized in Exhibit A. However, if the sum total of the actual cost of the Project is less than the amounts indicated in Exhibit A, the DEPARTMENT shall be obligated to pay its 100% of the actual Project cost as verified from the records of the SPONSORS or actual measured quantities of the items listed in the Summary of Construction Items (Exhibit A), whichever is less.

2. It is further understood that the SPONSORS' local share of the Project is in the amount of ZERO and 00/100 Dollars ($0.00).

3. It is further understood and agreed that any costs of the total Project that exceed the above estimated Project costs will be the sole responsibility of the SPONSORS.

(4.2.4) It is further understood and agreed that any costs of the total Project that exceed the above estimated Project costs will be the sole responsibility of the SPONSORS.

(4.2.5) It is further understood and agreed that any line item in the Summary of Construction Items as shown in EXHIBIT A may be increased or decreased without the execution of a Supplemental Agreement, provided that the DEPARTMENT'S total maximum obligation under this contract is not changed.

(4.3) Progress Payments. Payments by the DEPARTMENT shall be made upon the submission of monthly work progress statements. The payments by the DEPARTMENT for the work completed, as evidenced by the monthly statements, shall be on a prorated basis. These monthly payments will be made in the amount of sums earned less all previous partial payments. Any amounts held by the SPONSORS as retainage will not be paid by the DEPARTMENT until such retainage is paid by the SPONSORS.

SPONSORS must initiate a payment request for Project accomplishments in accordance with Project progress and receipt of contractor invoices on a monthly basis, but in the event monthly invoices are not accrued, on a quarterly basis. Nonetheless, in the event there is continued grant payment inactivity, defined as no drawdowns over a six (6) month period, and no invoices are received, SPONSORS are hereby advised that such can be cause for termination of this grant agreement.

Upon completion of the Project, the DEPARTMENT will pay the SPONSORS a sum equal to one hundred percent (100%) of the DEPARTMENT'S share of the compensation set forth herein less the total of all previous partial payments made, or in the process of payment.

(4.4) Records. The SPONSORS shall maintain all books, documents, papers, accounting records, and other evidence pertaining to costs incurred on the Project and used in support of their proposal and shall make such material available at all reasonable times during the period of the Contract, and for three years from the date of final payment under the Contract, for inspection by the DEPARTMENT and copies thereof shall be furnished if requested.

(5) Compliance with Laws and Standards.

(5.1) Laws. The work shall be done in accordance with the Laws of the State of Georgia and to the satisfaction of the DEPARTMENT. It is further agreed that the SPONSORS shall comply with all applicable Federal laws, regulations, executive orders, policies, guidelines, and requirements as they relate to the application, and acceptance and use of Federal funds for this Project, as well as those regulations and requirements included in the Federal Office of Management and Budget Uniform Grant Guidance, 2 CFR Part 200 and all information required by 2 CFR § 200.332.

(5.2) Standards and Special Provisions. All construction on this Project shall be in accordance and compliance with the 2021 Edition of the Standard Specifications, of the DEPARTMENT, and Special Provisions included in **Attachment 1**, which are attached hereto

and incorporated as if fully set forth herein, and the Standards for Specifying Construction of Airports, dated December 21, 2018, Federal Aviation Administration, updated through Errata Sheet dated August 19, 2020, hereinafter jointly referred to as the "STANDARDS." The DEPARTMENT reserves the right to refuse payment on any monthly statement presented for work which does not comply with the STANDARDS. The DEPARTMENT reserves the right to withhold the final payment until the Project is completed to the DEPARTMENT'S satisfaction and complies with the STANDARDS. The decision of the DEPARTMENT'S Chief Engineer upon any question connected with the execution or fulfillment of this Contract shall be final and conclusive.

(5.3) FAA Airport Sponsor Assurances. It is understood and agreed that the FAA Airport Sponsor Assurances, attached hereto and incorporated herein as **Exhibit E**, shall be complied with, completed, and submitted by SPONSOR to the DEPARTMENT, where necessary and as required therein.

(5.4) FAA Certifications.

(a) Prior to the issuance of the Notice to Proceed("NTP"), SPONSORS shall complete and submit to the DEPARTMENT all applicable Airport Improvement Program (AIP) Sponsor's certifications. SPONSORS shall comply with all requirements where necessary and as required therein.

(b) Prior to Contract closeout, SPONSORS shall complete and submit to the DEPARTMENT all applicable closeout documentation. SPONSORS shall comply with all requirements where necessary and as required therein.

(5.5) Other.

(a) Buy American. Unless otherwise approved in advance by the FAA, in accordance with 49 U.S.C. § 50101, SPONSORS will not acquire or permit any contractor or subcontractor to acquire any steel or manufactured goods produced outside the United States to be used for any project for which funds are provided under this grant. The SPONSORS will include a provision implementing Buy American in every contract.

(b) Build America, Buy America. The SPONSORS must comply with the requirements under the Build America, Buy America Act (Public Law 117-58).

(c) Suspension or Debarment. SPONSORS entering into "covered transactions", as defined by 2 CFR § 180.200, must:

1. Verify the non-Federal entity is eligible to participate in the Federal program by:
   i. Checking the excluded parties list system (EPLS) as maintained within the System for Award Management (SAM) to determine if the non-Federal entity is excluded or disqualified; or
   ii. Collecting a certification statement from the non-Federal entity attesting they are not excluded or disqualified from participating; or
   iii. Adding a clause or condition to covered transactions attesting the individual or firm are not excluded

or disqualified from participating.

2. Require prime contractors to comply with 2 CFR § 180.330 when entering into lower-tier transactions (e.g., subcontracts).

(d) Special Conditions. Reserved unless applicable.

(e) Trafficking in Persons. SPONSORS must post the contact information of the National Human Trafficking Hotline (including options to reach out to the hotline such as through phone, text, or TTY) in all public airport restrooms, in accordance with applicable Grant Conditions.

(6) Upon completion of the utility relocations set forth herein, the SPONSORS covenant that it shall become the owner of fee simple title to the land upon which the REPLACEMENT GRIFFIN-SPALDING COUNTY AIRPORT Project IN GRIFFIN, GA shall be constructed and accomplished. Once completed, such transfer will be evidenced by Certificate of Title heretofore furnished to DEPARTMENT.

(7) It is further understood and agreed that no money derived from motor fuel taxes shall be expended for this Project and that for the purposes of this Contract a specific allotment of funds has been made, from sources other than motor fuel taxes.

(8) To the extent allowed by law, the SPONSORS hereby agree to defend any and all suits, if any should arise as a result of said Project, at the entire expense of said SPONSORS, and to pay from the funds of said SPONSORS any and all settlements or judgments that may be made or had under or as a result of such suits.

(9) To the extent allowed by law, the SPONSORS further agree to save harmless the DEPARTMENT from any and all claims for any damages whatsoever that may arise prior to or during construction of the work to be done under said Project and this Contract, or as a result of said construction work whether said damages arise as a result of the actual construction work or from change of grade, change of location, drainage, loss of access, loss of ingress and egress, torts, or any other cause whatsoever; it being the intention of this Contract to save harmless the DEPARTMENT from any claim that could or may arise as a result of construction of said Project.

(9.1) The SPONSORS shall provide insurance under this Agreement as follows:

1. It is understood that as between the SPONSORS, the _____ shall be responsible for the provision of insurance on the PROJECT. The SPONSORS shall provide insurance under this Agreement as follows:

☐ shall obtain coverage from SPONSOR'S private insurance company or cause SPONSORS' consultant/contractor to obtain coverage

OR

☐ is self-insured.

Prior to beginning the work, SPONSORS shall furnish to the DEPARTMENT, a copy of the certificates and the endorsement page for the minimum amounts of insurance indicated below in this Section 9.1 of the Agreement.

2. Minimum Amounts. The following minimum amount of insurance from insurers rated at least A- by A. M. Best's and registered to do business in the State of Georgia:

(a) Commercial General Liability Insurance of at least $1,000,000 per occurrence $3,000,000 aggregate, including Automobile Comprehensive Liability Coverage with bodily injury in the minimum amount of $1,000,000 combined single limits each occurrence. The DEPARTMENT shall be named as an additional insured and a copy of the policy endorsement shall be provided with the insurance certificate.

(b) Workmen's Compensation Insurance, "in accordance with the laws of the State of Georgia."

(c) Professional Liability (Errors and Omissions) Insurance with limits of at least:

(i) For Professionals - $1,000,000 per claim and $1,000,000 in aggregate coverage;

(ii) For Sub-consultant Engineers and Architects - $1,000,000 per claim and $1,000,000 in aggregate coverage;

(iii) For Other Consultants - $1,000,000 per claim and $1,000,000 in aggregate coverage;

(iv) Professional liability insurance that shall be either a practice policy or project-specific coverage. Professional liability insurance shall contain prior acts coverage for services performed for this Project. If project-specific coverage is used, these requirements shall be continued in effect for two years following final completion for the Project.

(d) The above-listed insurance coverages shall be maintained in full force and effect for the entire term of the Contract.

3. The insurance certificate must provide the following:
   a. Name, address, signature, and telephone number of authorized agents.
   b. Name and address of insured.
   c. Name of Insurance Company.
   d. Description of coverage in standard terminology.
   e. Policy number, policy period and limits of liability.
   f. Name and address of the DEPARTMENT as certificate holder.
   g. Thirty (30) day notice of cancellation.
   h. Details of any special policy exclusions.

4. Waiver of Subrogation: There is no waiver of subrogation rights by either party with respect to insurance.

5. If and to the extent such damage or loss (including costs and expenses) as covered by this indemnification set forth herein is paid by the State Tort Claims Trust Fund, the State Authority Liability Trust Fund, the State Employee Broad Form Liability Fund, the State Insurance and Hazard Reserve Fund, and other self-insured funds established and maintained by the State of Georgia Department of Administrative Services Risk Management Division or any successor agency (all such funds hereinafter collectively

referred to as the "Funds"), in satisfaction of any liability, whether established by judgment or settlement, the SPONSORS and its consultant/contractor agree to reimburse the Funds for such monies paid out by the Funds.

(10) The SPONSORS further agree that, at its own cost and expense, it will maintain said Project in a manner satisfactory to the DEPARTMENT and said SPONSORS will make provisions each year for such maintenance.

(11) It is agreed by the SPONSORS that time is of the essence in the completion of this Project and that the obligation of the DEPARTMENT is made in the interest and for the public welfare. Therefore, the SPONSORS shall perform its responsibilities for the Project until the maximum allowable cost to the DEPARTMENT is reached or until the end of the Term as set forth in Section 20, whichever comes first, subject to the Term of this Contract.

(12) To the extent applicable, the SPONSORS certify that they are in compliance with O.C.G.A. §36-70-20 *et seq.*, and are not debarred from receiving financial assistance from the State of Georgia. Also, the SPONSORS certify that the funds to be used on the Project are consistent with applicable Service Delivery Strategy.

(13) For land purchased for airport development purposes, the SPONSORS will, when the land is no longer needed for airport purposes, dispose of such land and make available to the DEPARTMENT an amount equal to the DEPARTMENT's original monetary participation in the land purchase. Land shall be considered to be needed for airport purposes under this provision if (a) it may be needed for aeronautical purposes (including runway protection zones) and (b) the revenue from interim uses of such land contributes to the financial self-sufficiency of the airport.

(14) Audit Requirements.

(14.1) State Audit. In accordance with the provisions of O.C.G.A. § 36-81-7, the SPONSORS will provide certification of compliance with state audit requirements as described in Exhibit B, which is hereby made a part of this Contract as if fully set out herein.

(14.2) Federal Audit for Sponsors. The SPONSORS must provide for a Single Audit or program-specific audit in accordance with 2 CFR Part 200. The SPONSORS must submit the audit reporting package to the Federal Audit Clearinghouse on the Federal Audit Clearinghouse's Internet Data Entry System at https://harvester.census.gov/facweb. Upon request of FAA, the SPONSORS shall provide one copy of the completed audit to the FAA. Sponsors that expend less than $1,000,000 in Federal awards and are exempt from Federal audit requirements must make records available for review or audit by the appropriate Federal agency officials, State, and Government Accountability Office. The FAA and other appropriate Federal agencies may request additional information to meet all Federal audit requirements.

(15) Pursuant to O.C.G.A. § 50-5-85, SPONSORS hereby certify that they are not currently engaged in, and agree that for the duration

of this Contract, they will not engage in a boycott of Israel.

(16) In accordance with the provisions of O.C.G.A. § 13-10-91, the SPONSORS will provide certification of compliance with the Georgia Security and Immigration Compliance Act as described in Exhibit C, which is hereby made a part of this Contract as if fully set out herein.

(17) It is FURTHER AGREED that the SPONSORS shall comply and shall require its contractors, subcontractors and consultants to comply with the requirements of the State of Georgia's Sexual Harassment Prevention Policy as described in Exhibit D, which is hereby made a part of this Contract as if fully set out herein.

(18) It is FURTHER AGREED that the SPONSORS are, and shall at all times be, in compliance with the provisions of O.C.G.A. §50-36-4(b), O.C.G.A. §35-1-17 et seq., and O.C.G.A. §36-80-23(b), relating to the "Annual Immigration Reporting Requirements/No Sanctuary Policy/Federal Law Enforcement Cooperation," as stated in Exhibit F of this Agreement.

(19) It is FURTHER AGREED that the SPONSORS shall comply and require its contractors, subcontractors and consultants to comply with the requirements of Executive Order No. 13513, Federal Leadership on Reducing Text Messaging while driving, October 1, 2009, and DOT Order 3902.10, Text Messaging While Driving, December 30, 2009, the DEPARTMENT and SPONSORS are encouraged to:

i. Adopt and enforce workplace safety policies to decrease crashes caused by distracted drivers including policies to ban text messaging while driving when performing any work for, or on behalf of, the Federal government, including work relating to a grant or subgrant.
ii. Conduct workplace safety initiatives in a manner commensurate with the size of the business, such as:
    (a) Establishment of new rules and programs or re-evaluation of existing programs to prohibit text messaging while driving; and
    (b) Education, awareness, and other outreach to employees about the safety risks associated with texting while driving.

(20) The Term of this contract shall be two (2) years from the Effective Date.

(21) The DEPARTMENT reserves the right to terminate this Agreement at any time for just cause or for any cause upon written notice to the SPONSORS, notwithstanding any just claims by the SPONSORS, for payment of services rendered prior to the date of termination. It is understood by the Parties hereto that should the DEPARTMENT terminate this Agreement prior to the completion of an element of work the SPONSORS shall be reimbursed for such work element based upon the percentage work completed for said work element.

(22) Assignment. Except as herein provided, the Parties hereto will not transfer or assign all or any of their rights, titles or interests hereunder or delegate any of their duties or obligations hereunder without the prior written consent of the other Parties, which consent will not be unreasonably withheld.

(23) Non-Waiver. No failure of any Party to exercise any right or power given to such Party under this Agreement, or to insist upon strict compliance by another Party with the provisions of this Agreement, and no custom or practice of any Party at variance with the terms and conditions of this Agreement, will constitute a waiver of any Party's right to demand exact and strict compliance by the another Party with the terms and conditions of this Agreement.

(24) Continuity. Each of the provisions of this Agreement will be binding upon and inure to the benefit and detriment of each Party and the successors and assigns of each Party.

(25) Preamble, Recitals and Exhibits. The Preamble, Recitals, Exhibits and Appendices hereto are a part of this Agreement and are incorporated herein by reference.

(26) Severability. If any one or more of the provisions contained herein are for any reason held by any court of competent jurisdiction to be invalid, illegal or unenforceable in any respect, such invalidity, illegality or unenforceability will not affect any other provision hereof, and this Agreement will be construed as if such invalid, illegal or unenforceable provision had never been contained herein.

(27) Captions. The brief headings or titles preceding each provision hereof are for purposes of identification and convenience only and should be completely disregarded in construing this Agreement.

(28) Georgia Agreement. This Agreement will be governed, construed under, performed and enforced in accordance with the laws of the State of Georgia. Any dispute arising from this contractual relationship shall be governed by the laws of the State of Georgia, and shall be decided solely and exclusively by the Superior Court of Fulton County, Georgia to the extent that such venue is permitted by law. The Parties hereby consent to personal jurisdiction and venue in said court and waive any claim of inconvenient forum.

(29) Interpretation. Should any provision of this Agreement require judicial interpretation, it is agreed that the court interpreting or construing the same shall not apply a presumption that the terms hereof shall be more strictly construed against any Party by reason of the rule of construction that a document is to be construed more strictly against the Party who itself or through its agent prepared the same, it being agreed that the agents of all Parties have participated in the preparation hereof.

(30) Execution. Each of the individuals executing this Agreement represents that they are authorized to execute this Agreement on behalf of their respective entities.

(31) No Third-Party Beneficiaries. Nothing contained herein shall be construed as conferring upon or giving to any person, other than the Parties hereto, any rights or benefits under or by reason of this Agreement.

(32) Entire Agreement. This Agreement supersedes all prior negotiations, discussion, statements and agreements between the Parties and constitutes the full, complete and entire agreement between the Parties with respect hereto; no member, officer, employee or agent of any Party has authority to make, or has made, any statement, agreement, representation or contemporaneous agreement, oral or written, in connection herewith, amending, supplementing, modifying, adding to, deleting from, or changing the terms and conditions of this Agreement. No modification of or amendment to this Agreement will be binding on any Party hereto unless such modification or amendment will be properly authorized, in writing, properly signed by all Parties and incorporated in and by reference made a part hereof.

IN WITNESS WHEREOF, said parties have hereunto set their hands and affixed their seals.

DEPARTMENT OF TRANSPORTATION:

DATE: _____

_____
COMMISSIONER

ATTEST: _____
Treasurer

CITY OF GRIFFIN:

DATE: _____

_____
MAYOR

_____
PRINTED NAME

Attest:

_____
Jessica W. O'Connor, Secretary

This Contract approved by

CITY OF GRIFFIN

at a meeting held at:

_____

DATE: _____

_____
CLERK SEAL)

_____
Federal ID/IRS #

Approved as to Form:

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

SPALDING COUNTY:

DATE: _____

_____
CHAIRMAN

_____
PRINTED NAME

THIS CONTRACT APPROVED BY:

SPALDING COUNTY

at a meeting held at:

_____

DATE: _____

_____
CLERK (SEAL)

_____
Federal ID/IRS#

GRIFFIN-SPALDING COUNTY AIRPORT AUTHORITY:

DATE: _____

_____
CHAIRMAN

_____
PRINTED NAME

THIS CONTRACT APPROVED BY:

GRIFFIN-SPALDING COUNTY AIRPORT AUTHORITY

at a meeting held at:

_____

DATE: _____

_____
CLERK (SEAL)

_____
Federal ID/IRS#

EXHIBIT A
SUMMARY OF CONSTRUCTION ITEM

Summary Spreadsheet will begin on the following page(s)

EXHIBIT B

CERTIFICATION OF
COMPLIANCE WITH STATE AUDIT REQUIREMENT

I hereby certify that I am the duly authorized representative of the CITY OF GRIFFIN whose address is 100 SOUTH HILL STREET, GRIFFIN, GA 30223, and it is also certified that:

The provisions of Section 36-81-7 of the Official Code of Georgia Annotated, relating to the "Requirement of Audits" have been complied with in full such that:

(a) Each unit of local government having a population in excess of 1,500 persons or expenditures of $550,000.00 or more shall provide for and cause to be made an annual audit of the financial affairs and transactions of all funds and activities of the local government for each fiscal year of the local government.

(b) The governing authority of each local unit of government not included above shall provide for and cause to be made the audit required not less often than once every two fiscal years.

(c) The governing authority of each local unit of government having expenditures of less than $550,000.00 in that government's most recently ended fiscal year may elect to provide for and cause to be made, in lieu of the biennial audit, an annual report of agreed upon procedures for that fiscal year.

(d) A copy of the report and any comments made by the state auditor shall be maintained as a public record for public inspection during the regular working hours at the principal office of the local government. Those units of local government not having a principal office shall provide a notification to the public as to the location of and times during which the public may inspect the report.

_____ _____

Date Signature

Name: _____

Title: _____

EXHIBIT C

GEORGIA SECURITY AND IMMIGRATION COMPLIANCE ACT AFFIDAVIT

Contractor's Name:	CITY OF GRIFFIN
Solicitation/Contract No./ Call No. or Project Description:	T009140/AP025-9000-42(255) Spalding Construct Replacement Airport - Utilities Relocation - Phase II at the Replacement Griffin-Spalding County Airport in Griffin, GA

CONTRACTOR AFFIDAVIT

By executing this affidavit, the undersigned contractor verifies its compliance with O.C.G.A. § 13-10-91, stating affirmatively that the individual, entity or corporation which is engaged in the physical performance of services on behalf of the Georgia Department of Transportation has registered with, is authorized to use and uses the federal work authorization program commonly known as E-Verify, or any subsequent replacement program, in accordance with the applicable provisions and deadlines established in O.C.G.A. § 13-10-91.

Furthermore, the undersigned contractor will continue to use the federal work authorization program throughout the contract period and the undersigned contractor will contract for the physical performance of services in satisfaction of such contract only with subcontractors who present an affidavit to the contractor with the information required by O.C.G.A. § 13-10- 91(b). Contractor hereby attests that its federal work authorization user identification number and date of authorization are as follows:

47205
Federal Work Authorization User Identification Number
(EEV/E-Verify Company Identification Number)

7/12/2007
Date of Authorization

CITY OF GRIFFIN
Name of Contractor

I hereby declare under penalty of perjury that the foregoing is true and correct

_____
Printed Name (of Authorized Officer or Agent of Contractor)

_____
Title (of Authorized Officer or Agent of Contractor)

_____
Signature (of Authorized Officer or Agent)

_____
Date Signed

SUBSCRIBED AND SWORN BEFORE ME ON THIS THE

DATE: _____

_____
Notary Public [NOTARY SEAL]

My Commission Expires: _____

EXHIBIT D

CERTIFICATION OF COMPLIANCE WITH THE STATE OF GEORGIA'S SEXUAL HARASSMENT PREVENTION POLICY

The State of Georgia promotes respect and dignity and does not tolerate sexual harassment in the workplace. The State is committed to providing a workplace and environment free from sexual harassment for its employees and for all persons who interact with state government. All State of Georgia employees are expected and required to interact with all persons including other employees, SPONSOR, contractors, and customers in a professional manner that contributes to a respectful work environment free from sexual harassment. Furthermore, the State of Georgia maintains an expectation that SPONSOR, its contractors and their employees and subcontractors will interact with entities of the State of Georgia, their customers, and other contractors of the State in a professional manner that contributes to a respectful work environment free from sexual harassment.

Pursuant to the State of Georgia's Statewide Sexual Harassment Prevention Policy (the "Policy"), SPONSOR and all contractors who are regularly on State premises or who regularly interact with State personnel must complete sexual harassment prevention training on an annual basis.

SPONSOR, including its employees and subcontractors, who have violated the Policy, including but not limited to engaging in sexual harassment and/or retaliation may be subject to appropriate corrective action. Such action may include, but is not limited to, notification to the employer, removal from State premises, restricted access to State premises and/or personnel, termination of contract, and/or other corrective action(s) deemed necessary by the State.

(i) If SPONSOR is an individual who is regularly on State premises or who will regularly interact with State personnel, SPONSOR certifies that:

(a) SPONSOR has received, reviewed, and agreed to comply with the State of Georgia's Statewide Sexual Harassment Prevention Policy located at Statewide Sexual Harassment Prevention Policy and Investigation Procedures v.2.pdf;

(b) SPONSOR has completed sexual harassment prevention training in the last year; or will complete the Georgia Department of Administrative Services' sexual harassment prevention training located at Sexual Harassment Training for Employees Modules 1 6 - YouTube prior to accessing State premises and prior to interacting with State employees; and on an annual basis thereafter; and,

(c) Upon request by the State, SPONSOR will provide documentation substantiating the completion of sexual harassment training.

(ii) If SPONSOR has employees and subcontractors that are regularly on State premises or who will regularly interact with State personnel, SPONSOR certifies that:

(a) SPONSOR will ensure that such employees and subcontractors have received, reviewed, and agreed to comply with the State of Georgia's Statewide Sexual Harassment Prevention Policy located at Statewide Sexual Harassment Prevention Policy and Investigation Procedures v.2.pdf;

(b) SPONSOR has provided sexual harassment prevention training in the last year to such employees and subcontractors and will continue to do so on an annual basis; or SPONSOR will ensure that such employees and subcontractors complete the Georgia Department of Administrative Services' sexual harassment prevention training located at Sexual Harassment Training for Employees Modules 1 6 - YouTube prior to accessing State premises and prior to interacting with State employees; and on an annual basis thereafter; and

(c) Upon request of the State of the Georgia Department of Transportation, SPONSOR will provide documentation substantiating such employees and subcontractors' acknowledgment of the State of Georgia's Statewide Sexual Harassment Prevention Policy and annual completion of sexual harassment prevention training.

Signature: _____

Name: _____

Position: _____

Company: CITY OF GRIFFIN

EXHIBIT B

CERTIFICATION OF COMPLIANCE WITH STATE AUDIT REQUIREMENT

I hereby certify that I am the duly authorized representative of SPALDING COUNTY whose address is 119 EAST SOLOMON STREET, GRIFFIN, GA 30223, and it is also certified that:

The provisions of Section 36-81-7 of the Official Code of Georgia Annotated, relating to the "Requirement of Audits" have been complied with in full such that:

(a) Each unit of local government having a population in excess of 1,500 persons or expenditures of $550,000.00 or more shall provide for and cause to be made an annual audit of the financial affairs and transactions of all funds and activities of the local government for each fiscal year of the local government.

(b) The governing authority of each local unit of government not included above shall provide for and cause to be made the audit required not less often than once every two fiscal years.

(c) The governing authority of each local unit of government having expenditures of less than $550,000.00 in that government's most recently ended fiscal year may elect to provide for and cause to be made, in lieu of the biennial audit, an annual report of agreed upon procedures for that fiscal year.

(d) A copy of the report and any comments made by the state auditor shall be maintained as a public record for public inspection during the regular working hours at the principal office of the local government. Those units of local government not having a principal office shall provide a notification to the public as to the location of and times during which the public may inspect the report.

_____ _____

Date Signature

Name: _____

Title: _____

EXHIBIT C

GEORGIA SECURITY AND IMMIGRATION COMPLIANCE ACT AFFIDAVIT

Contractor's Name:	SPALDING COUNTY
Solicitation/Contract No./ Call No. or Project Description:	T009140/AP025-9000-42(255) Spalding Construct Replacement Airport - Utilities Relocation - Phase II at the Replacement Griffin-Spalding County Airport in Griffin, GA

CONTRACTOR AFFIDAVIT

By executing this affidavit, the undersigned contractor verifies its compliance with O.C.G.A. § 13-10-91, stating affirmatively that the individual, entity or corporation which is engaged in the physical performance of services on behalf of the Georgia Department of Transportation has registered with, is authorized to use and uses the federal work authorization program commonly known as E-Verify, or any subsequent replacement program, in accordance with the applicable provisions and deadlines established in O.C.G.A. § 13-10-91.

Furthermore, the undersigned contractor will continue to use the federal work authorization program throughout the contract period and the undersigned contractor will contract for the physical performance of services in satisfaction of such contract only with subcontractors who present an affidavit to the contractor with the information required by O.C.G.A. § 13-10- 91(b). Contractor hereby attests that its federal work authorization user identification number and date of authorization are as follows:

123541
Federal Work Authorization User Identification Number
(EEV/E-Verify Company Identification Number)

5/30/2008
Date of Authorization

SPALDING COUNTY
Name of Contractor

I hereby declare under penalty of perjury that the foregoing is true and correct

_____
Printed Name (of Authorized Officer or Agent of Contractor)

_____
Title (of Authorized Officer or Agent of Contractor)

_____
Signature (of Authorized Officer or Agent)

_____
Date Signed

SUBSCRIBED AND SWORN BEFORE ME ON THIS THE

DATE: _____

_____
Notary Public [NOTARY SEAL]

My Commission Expires: _____

EXHIBIT D

CERTIFICATION OF COMPLIANCE WITH THE STATE OF GEORGIA'S SEXUAL HARASSMENT PREVENTION POLICY

The State of Georgia promotes respect and dignity and does not tolerate sexual harassment in the workplace. The State is committed to providing a workplace and environment free from sexual harassment for its employees and for all persons who interact with state government. All State of Georgia employees are expected and required to interact with all persons including other employees, SPONSOR, contractors, and customers in a professional manner that contributes to a respectful work environment free from sexual harassment. Furthermore, the State of Georgia maintains an expectation that SPONSOR, its contractors and their employees and subcontractors will interact with entities of the State of Georgia, their customers, and other contractors of the State in a professional manner that contributes to a respectful work environment free from sexual harassment.

Pursuant to the State of Georgia's Statewide Sexual Harassment Prevention Policy (the "Policy"), SPONSOR and all contractors who are regularly on State premises or who regularly interact with State personnel must complete sexual harassment prevention training on an annual basis.

SPONSOR, including its employees and subcontractors, who have violated the Policy, including but not limited to engaging in sexual harassment and/or retaliation may be subject to appropriate corrective action. Such action may include, but is not limited to, notification to the employer, removal from State premises, restricted access to State premises and/or personnel, termination of contract, and/or other corrective action(s) deemed necessary by the State.

(i) If SPONSOR is an individual who is regularly on State premises or who will regularly interact with State personnel, SPONSOR certifies that:

(a) SPONSOR has received, reviewed, and agreed to comply with the State of Georgia's Statewide Sexual Harassment Prevention Policy located at Statewide Sexual Harassment Prevention Policy and Investigation Procedures v.2.pdf;

(b) SPONSOR has completed sexual harassment prevention training in the last year; or will complete the Georgia Department of Administrative Services' sexual harassment prevention training located at Sexual Harassment Training for Employees Modules 1 6 - YouTube prior to accessing State premises and prior to interacting with State employees; and on an annual basis thereafter; and,

(c) Upon request by the State, SPONSOR will provide documentation substantiating the completion of sexual harassment training.

(ii) If SPONSOR has employees and subcontractors that are regularly on State premises or who will regularly interact with State personnel, SPONSOR certifies that:

(a) SPONSOR will ensure that such employees and subcontractors have received, reviewed, and agreed to comply with the State of Georgia's Statewide Sexual Harassment Prevention Policy located at Statewide Sexual Harassment Prevention Policy and Investigation Procedures v.2.pdf;

(b) SPONSOR has provided sexual harassment prevention training in the last year to such employees and subcontractors and will continue to do so on an annual basis; or SPONSOR will ensure that such employees and subcontractors complete the Georgia Department of Administrative Services' sexual harassment prevention training located at Sexual Harassment Training for Employees Modules 1 6 - YouTube prior to accessing State premises and prior to interacting with State employees; and on an annual basis thereafter; and

(c) Upon request of the State of the Georgia Department of Transportation, SPONSOR will provide documentation substantiating such employees and subcontractors' acknowledgment of the State of Georgia's Statewide Sexual Harassment Prevention Policy and annual completion of sexual harassment prevention training.

Signature: _____

Name: _____

Position: _____

Company: SPALDING COUNTY

EXHIBIT B

CERTIFICATION OF
COMPLIANCE WITH STATE AUDIT REQUIREMENT

I hereby certify that I am the duly authorized representative of the GRIFFIN-SPALDING COUNTY AIRPORT AUTHORITY whose address is 1035 SOUTH HILL STREET, GRIFFIN, GA 30223, and it is also certified that:

The provisions of Section 36-81-7 of the Official Code of Georgia Annotated, relating to the "Requirement of Audits" have been complied with in full such that:

(a) Each unit of local government having a population in excess of 1,500 persons or expenditures of $550,000.00 or more shall provide for and cause to be made an annual audit of the financial affairs and transactions of all funds and activities of the local government for each fiscal year of the local government.

(b) The governing authority of each local unit of government not included above shall provide for and cause to be made the audit required not less often than once every two fiscal years.

(c) The governing authority of each local unit of government having expenditures of less than $550,000.00 in that government's most recently ended fiscal year may elect to provide for and cause to be made, in lieu of the biennial audit, an annual report of agreed upon procedures for that fiscal year.

(d) A copy of the report and any comments made by the state auditor shall be maintained as a public record for public inspection during the regular working hours at the principal office of the local government. Those units of local government not having a principal office shall provide a notification to the public as to the location of and times during which the public may inspect the report.

_____ _____

Date Signature

Name: _____

Title: _____

EXHIBIT C

GEORGIA SECURITY AND IMMIGRATION COMPLIANCE ACT AFFIDAVIT

Contractor's Name:	
Solicitation/Contract No./ Call No. or Project Description:	

CONTRACTOR AFFIDAVIT

By executing this affidavit, the undersigned contractor verifies its compliance with O.C.G.A. § 13-10-91, stating affirmatively that the individual, entity or corporation which is engaged in the physical performance of services on behalf of the Georgia Department of Transportation has registered with, is authorized to use and uses the federal work authorization program commonly known as E-Verify, or any subsequent replacement program, in accordance with the applicable provisions and deadlines established in O.C.G.A. § 13-10-91.

Furthermore, the undersigned contractor will continue to use the federal work authorization program throughout the contract period and the undersigned contractor will contract for the physical performance of services in satisfaction of such contract only with subcontractors who present an affidavit to the contractor with the information required by O.C.G.A. § 13-10- 91(b). Contractor hereby attests that its federal work authorization user identification number and date of authorization are as follows:

_____ _____

Federal Work Authorization User Identification Number (EEV/E-Verify Company Identification Number) Date of Authorization

_____

Name of Contractor

I hereby declare under penalty of perjury that the foregoing is true and correct

_____ _____

Printed Name (of Authorized Officer or Agent of Contractor) Title (of Authorized Officer or Agent of Contractor)

_____ _____

Signature (of Authorized Officer or Agent) Date Signed

SUBSCRIBED AND SWORN BEFORE ME ON THIS THE

DATE: _____

_____

Notary Public [NOTARY SEAL]

My Commission Expires: _____

EXHIBIT D

CERTIFICATION OF COMPLIANCE WITH THE STATE OF GEORGIA'S SEXUAL HARASSMENT PREVENTION POLICY

The State of Georgia promotes respect and dignity and does not tolerate sexual harassment in the workplace. The State is committed to providing a workplace and environment free from sexual harassment for its employees and for all persons who interact with state government. All State of Georgia employees are expected and required to interact with all persons including other employees, SPONSOR, contractors, and customers in a professional manner that contributes to a respectful work environment free from sexual harassment. Furthermore, the State of Georgia maintains an expectation that SPONSOR, its contractors and their employees and subcontractors will interact with entities of the State of Georgia, their customers, and other contractors of the State in a professional manner that contributes to a respectful work environment free from sexual harassment.

Pursuant to the State of Georgia's Statewide Sexual Harassment Prevention Policy (the "Policy"), SPONSOR and all contractors who are regularly on State premises or who regularly interact with State personnel must complete sexual harassment prevention training on an annual basis.

SPONSOR, including its employees and subcontractors, who have violated the Policy, including but not limited to engaging in sexual harassment and/or retaliation may be subject to appropriate corrective action. Such action may include, but is not limited to, notification to the employer, removal from State premises, restricted access to State premises and/or personnel, termination of contract, and/or other corrective action(s) deemed necessary by the State.

(i) If SPONSOR is an individual who is regularly on State premises or who will regularly interact with State personnel, SPONSOR certifies that:

(a) SPONSOR has received, reviewed, and agreed to comply with the State of Georgia's Statewide Sexual Harassment Prevention Policy located at Statewide Sexual Harassment Prevention Policy and Investigation Procedures v.2.pdf;

(b) SPONSOR has completed sexual harassment prevention training in the last year; or will complete the Georgia Department of Administrative Services' sexual harassment prevention training located at Sexual Harassment Training for Employees Modules 1 6 - YouTube prior to accessing State premises and prior to interacting with State employees; and on an annual basis thereafter; and,

(c) Upon request by the State, SPONSOR will provide documentation substantiating the completion of sexual harassment training.

(ii) If SPONSOR has employees and subcontractors that are regularly on State premises or who will regularly interact with State personnel, SPONSOR certifies that:

(a) SPONSOR will ensure that such employees and subcontractors have received, reviewed, and agreed to comply with the State of Georgia's Statewide Sexual Harassment Prevention Policy located at Statewide Sexual Harassment Prevention Policy and Investigation Procedures v.2.pdf;

(b) SPONSOR has provided sexual harassment prevention training in the last year to such employees and subcontractors and will continue to do so on an annual basis; or SPONSOR will ensure that such employees and subcontractors complete the Georgia Department of Administrative Services' sexual harassment prevention training located at Sexual Harassment Training for Employees Modules 1 6 - YouTube prior to accessing State premises and prior to interacting with State employees; and on an annual basis thereafter; and

(c) Upon request of the State of the Georgia Department of Transportation, SPONSOR will provide documentation substantiating such employees and subcontractors' acknowledgment of the State of Georgia's Statewide Sexual Harassment Prevention Policy and annual completion of sexual harassment prevention training.

Signature: _____

Name: _____

Position: _____

Company: GRIFFIN-SPALDING COUNTY AIRPORT AUTHORITY

EXHIBIT E
FAA Airport Sponsor Assurances

FAA Airport Sponsor Assurances shall begin on the following pages.

FAA AIRPORT SPONSOR ASSURANCES DO NOT APPLY TO THIS CONTRACT.

FAA
Airports

ASSURANCES

AIRPORT SPONSORS

A. General.

1. These assurances shall be complied with in the performance of grant agreements for airport development, airport planning, and noise compatibility program grants for airport sponsors.
2. These assurances are required to be submitted as part of the project application by sponsors requesting funds under the provisions of Title 49, U.S.C., subtitle VII, as amended. As used herein, the term "public agency sponsor" means a public agency with control of a public-use airport; the term "private sponsor" means a private owner of a public-use airport; and the term "sponsor" includes both public agency sponsors and private sponsors.
3. Upon acceptance of this grant offer by the sponsor, these assurances are incorporated in and become part of this Grant Agreement.

B. Duration and Applicability.

1. **Airport development or Noise Compatibility Program Projects Undertaken by a Public Agency Sponsor.**

   The terms, conditions and assurances of this Grant Agreement shall remain in full force and effect throughout the useful life of the facilities developed or equipment acquired for an airport development or noise compatibility program project, or throughout the useful life of the project items installed within a facility under a noise compatibility program project, but in any event not to exceed twenty (20) years from the date of acceptance of a grant offer of Federal funds for the project. However, there shall be no limit on the duration of the assurances regarding Exclusive Rights and Airport Revenue so long as the airport is used as an airport. There shall be no limit on the duration of the terms, conditions, and assurances with respect to real property acquired with federal funds. Furthermore, the duration of the Civil Rights assurance shall be specified in the assurances.

2. **Airport Development or Noise Compatibility Projects Undertaken by a Private Sponsor.**

   The preceding paragraph (1) also applies to a private sponsor except that the useful life of project items installed within a facility or the useful life of the facilities developed or equipment acquired under an airport development or noise compatibility program project shall be no less than ten (10) years from the date of acceptance of Federal aid for the project.

3. **Airport Planning Undertaken by a Sponsor.**

   Unless otherwise specified in this Grant Agreement, only Assurances 1, 2, 3, 5, 6, 13, 18, 23, 25, 30, 32, 33, 34, and 37 in Section C apply to planning projects. The terms, conditions, and

assurances of this Grant Agreement shall remain in full force and effect during the life of the project; there shall be no limit on the duration of the assurances regarding Exclusive Rights and Airport Revenue so long as the airport is used as an airport.

C. Sponsor Certification.

The sponsor hereby assures and certifies, with respect to this grant that:

1. General Federal Requirements

It will comply with all applicable Federal laws, regulations, executive orders, policies, guidelines, and requirements as they relate to the application, acceptance, and use of Federal funds for this Grant including but not limited to the following:

FEDERAL LEGISLATION

a. 49 U.S.C. subtitle VII, as amended.
b. Davis-Bacon Act, as amended — 40 U.S.C. §§ 3141-3144, 3146, and 3147, et seq.[1]
c. Federal Fair Labor Standards Act – 29 U.S.C. § 201, et seq.
d. Hatch Act – 5 U.S.C. § 1501, et seq.[2]
e. Uniform Relocation Assistance and Real Property Acquisition Policies Act of 1970, 42 U.S.C. § 4601, et seq.[1, 2]
f. National Historic Preservation Act of 1966 – Section 106 – 54 U.S.C. § 306108.[1]
g. Archeological and Historic Preservation Act of 1974 – 54 U.S.C. § 312501, et seq.[1]
h. Native Americans Grave Repatriation Act – 25 U.S.C. § 3001, et seq.
i. Clean Air Act, P.L. 90-148, as amended – 42 U.S.C. § 7401, et seq.
j. Coastal Zone Management Act, P.L. 92-583, as amended – 16 U.S.C. § 1451, et seq.
k. Flood Disaster Protection Act of 1973 – Section 102(a) - 42 U.S.C. § 4012a.[1]
l. 49 U.S.C. § 303, (formerly known as Section 4(f)).
m. Rehabilitation Act of 1973 – 29 U.S.C. § 794.
n. Title VI of the Civil Rights Act of 1964 (42 U.S.C. § 2000d et seq., 78 stat. 252) (prohibits discrimination on the basis of race, color, national origin).
o. Americans with Disabilities Act of 1990, as amended, (42 U.S.C. § 12101 et seq.) (prohibits discrimination on the basis of disability).
p. Age Discrimination Act of 1975 – 42 U.S.C. § 6101, et seq.
q. American Indian Religious Freedom Act, P.L. 95-341, as amended.
r. Architectural Barriers Act of 1968, as amended – 42 U.S.C. § 4151, et seq.[1]
s. Powerplant and Industrial Fuel Use Act of 1978 – Section 403 – 42 U.S.C. § 8373.[1]
t. Contract Work Hours and Safety Standards Act – 40 U.S.C. § 3701, et seq.[1]
u. Copeland Anti-kickback Act – 18 U.S.C. § 874.[1]

v. National Environmental Policy Act of 1969 – 42 U.S.C. § 4321, et seq.[1]

w. Wild and Scenic Rivers Act, P.L. 90-542, as amended – 16 U.S.C. § 1271, et seq.

x. Single Audit Act of 1984 – 31 U.S.C. § 7501, et seq.[2]

y. Drug-Free Workplace Act of 1988 – 41 U.S.C. §§ 8101 through 8105.

z. The Federal Funding Accountability and Transparency Act of 2006, as amended (P.L. 109-282, as amended by section 6202 of P.L. 110-252).

aa. Civil Rights Restoration Act of 1987, P.L. 100-259.

bb. Build America, Buy America Act, P.L. 117-58, Title IX.

EXECUTIVE ORDERS

a. Executive Order 11246 – Equal Employment Opportunity[1]

b. Executive Order 11990 – Protection of Wetlands

c. Executive Order 11998 – Flood Plain Management

d. Executive Order 12372 – Intergovernmental Review of Federal Programs

e. Executive Order 12699 – Seismic Safety of Federal and Federally Assisted New Building Construction[1]

f. Executive Order 12898 – Environmental Justice

g. Executive Order 13166 – Improving Access to Services for Persons with Limited English Proficiency

h. Executive Order 13985 – Executive Order on Advancing Racial Equity and Support for Underserved Communities Through the Federal Government

i. Executive Order 13988 – Preventing and Combating Discrimination on the Basis of Gender Identity or Sexual Orientation

j. Executive Order 14005 – Ensuring the Future is Made in all of America by All of America's Workers

k. Executive Order 14008 – Tackling the Climate Crisis at Home and Abroad

FEDERAL REGULATIONS

a. 2 CFR Part 180 – OMB Guidelines to Agencies on Governmentwide Debarment and Suspension (Nonprocurement).

b. 2 CFR Part 200 – Uniform Administrative Requirements, Cost Principles, and Audit Requirements for Federal Awards. [4, 5]

c. 2 CFR Part 1200 – Nonprocurement Suspension and Debarment.

d. 14 CFR Part 13 – Investigative and Enforcement Procedures.

e. 14 CFR Part 16 – Rules of Practice for Federally-Assisted Airport Enforcement Proceedings.

f. 14 CFR Part 150 – Airport Noise Compatibility Planning.

g. 28 CFR Part 35 – Nondiscrimination on the Basis of Disability in State and Local Government Services.

h. 28 CFR § 50.3 – U.S. Department of Justice Guidelines for the Enforcement of Title VI of the Civil Rights Act of 1964.

i. 29 CFR Part 1 – Procedures for Predetermination of Wage Rates.[1]

j. 29 CFR Part 3 – Contractors and Subcontractors on Public Building or Public Work Financed in Whole or in Part by Loans or Grants from the United States.[1]

k. 29 CFR Part 5 – Labor Standards Provisions Applicable to Contracts Covering Federally Financed and Assisted Construction (Also Labor Standards Provisions Applicable to Nonconstruction Contracts Subject to the Contract Work Hours and Safety Standards Act).[1]

l. 41 CFR Part 60 – Office of Federal Contract Compliance Programs, Equal Employment Opportunity, Department of Labor (Federal and Federally-assisted contracting requirements).[1]

m. 49 CFR Part 20 – New Restrictions on Lobbying.

n. 49 CFR Part 21 – Nondiscrimination in Federally-Assisted Programs of the Department of Transportation - Effectuation of Title VI of the Civil Rights Act of 1964.

o. 49 CFR Part 23 – Participation by Disadvantage Business Enterprise in Airport Concessions.

p. 49 CFR Part 24 – Uniform Relocation Assistance and Real Property Acquisition for Federal and Federally-Assisted Programs.[1, 2]

q. 49 CFR Part 26 – Participation by Disadvantaged Business Enterprises in Department of Transportation Financial Assistance Programs.

r. 49 CFR Part 27 – Nondiscrimination on the Basis of Disability in Programs or Activities Receiving Federal Financial Assistance.[1]

s. 49 CFR Part 28 – Enforcement of Nondiscrimination on the Basis of Handicap in Programs or Activities Conducted by the Department of Transportation.

t. 49 CFR Part 30 – Denial of Public Works Contracts to Suppliers of Goods and Services of Countries That Deny Procurement Market Access to U.S. Contractors.

u. 49 CFR Part 32 – Governmentwide Requirements for Drug-Free Workplace (Financial Assistance).

v. 49 CFR Part 37 – Transportation Services for Individuals with Disabilities (ADA).

w. 49 CFR Part 38 – Americans with Disabilities Act (ADA) Accessibility Specifications for Transportation Vehicles.

x. 49 CFR Part 41 – Seismic Safety.

FOOTNOTES TO ASSURANCE (C)(1)

[1] These laws do not apply to airport planning sponsors.

[2] These laws do not apply to private sponsors.

[3] 2 CFR Part 200 contains requirements for State and Local Governments receiving Federal assistance. Any requirement levied upon State and Local Governments by this regulation shall

apply where applicable to private sponsors receiving Federal assistance under Title 49, United States Code.

[4] Cost principles established in 2 CFR part 200 subpart E must be used as guidelines for determining the eligibility of specific types of expenses.

[5] Audit requirements established in 2 CFR part 200 subpart F are the guidelines for audits.

SPECIFIC ASSURANCES

Specific assurances required to be included in grant agreements by any of the above laws, regulations or circulars are incorporated by reference in this Grant Agreement.

2. Responsibility and Authority of the Sponsor.

a. Public Agency Sponsor:

It has legal authority to apply for this Grant, and to finance and carry out the proposed project; that a resolution, motion or similar action has been duly adopted or passed as an official act of the applicant's governing body authorizing the filing of the application, including all understandings and assurances contained therein, and directing and authorizing the person identified as the official representative of the applicant to act in connection with the application and to provide such additional information as may be required.

b. Private Sponsor:

It has legal authority to apply for this Grant and to finance and carry out the proposed project and comply with all terms, conditions, and assurances of this Grant Agreement. It shall designate an official representative and shall in writing direct and authorize that person to file this application, including all understandings and assurances contained therein; to act in connection with this application; and to provide such additional information as may be required.

3. Sponsor Fund Availability.

It has sufficient funds available for that portion of the project costs which are not to be paid by the United States. It has sufficient funds available to assure operation and maintenance of items funded under this Grant Agreement which it will own or control.

4. Good Title.

a. It, a public agency or the Federal government, holds good title, satisfactory to the Secretary, to the landing area of the airport or site thereof, or will give assurance satisfactory to the Secretary that good title will be acquired.

b. For noise compatibility program projects to be carried out on the property of the sponsor, it holds good title satisfactory to the Secretary to that portion of the property upon which Federal funds will be expended or will give assurance to the Secretary that good title will be obtained.

5. Preserving Rights and Powers.

a. It will not take or permit any action which would operate to deprive it of any of the rights and powers necessary to perform any or all of the terms, conditions, and assurances in this Grant Agreement without the written approval of the Secretary, and will act promptly to acquire, extinguish or modify any outstanding rights or claims of right of others which would interfere

with such performance by the sponsor. This shall be done in a manner acceptable to the Secretary.

b. Subject to the FAA Act of 2018, Public Law 115-254, Section 163, it will not sell, lease, encumber, or otherwise transfer or dispose of any part of its title or other interests in the property shown on Exhibit A to this application or, for a noise compatibility program project, that portion of the property upon which Federal funds have been expended, for the duration of the terms, conditions, and assurances in this Grant Agreement without approval by the Secretary. If the transferee is found by the Secretary to be eligible under Title 49, United States Code, to assume the obligations of this Grant Agreement and to have the power, authority, and financial resources to carry out all such obligations, the sponsor shall insert in the contract or document transferring or disposing of the sponsor's interest, and make binding upon the transferee all of the terms, conditions, and assurances contained in this Grant Agreement.

c. For all noise compatibility program projects which are to be carried out by another unit of local government or are on property owned by a unit of local government other than the sponsor, it will enter into an agreement with that government. Except as otherwise specified by the Secretary, that agreement shall obligate that government to the same terms, conditions, and assurances that would be applicable to it if it applied directly to the FAA for a grant to undertake the noise compatibility program project. That agreement and changes thereto must be satisfactory to the Secretary. It will take steps to enforce this agreement against the local government if there is substantial non-compliance with the terms of the agreement.

d. For noise compatibility program projects to be carried out on privately owned property, it will enter into an agreement with the owner of that property which includes provisions specified by the Secretary. It will take steps to enforce this agreement against the property owner whenever there is substantial non-compliance with the terms of the agreement.

e. If the sponsor is a private sponsor, it will take steps satisfactory to the Secretary to ensure that the airport will continue to function as a public-use airport in accordance with these assurances for the duration of these assurances.

f. If an arrangement is made for management and operation of the airport by any agency or person other than the sponsor or an employee of the sponsor, the sponsor will reserve sufficient rights and authority to ensure that the airport will be operated and maintained in accordance with Title 49, United States Code, the regulations and the terms, conditions and assurances in this Grant Agreement and shall ensure that such arrangement also requires compliance therewith.

g. Sponsors of commercial service airports will not permit or enter into any arrangement that results in permission for the owner or tenant of a property used as a residence, or zoned for residential use, to taxi an aircraft between that property and any location on airport. Sponsors of general aviation airports entering into any arrangement that results in permission for the owner of residential real property adjacent to or near the airport must comply with the requirements of Sec. 136 of Public Law 112-95 and the sponsor assurances.

6. Consistency with Local Plans.

The project is reasonably consistent with plans (existing at the time of submission of this application) of public agencies that are authorized by the State in which the project is located to plan for the development of the area surrounding the airport.

7. Consideration of Local Interest.

It has given fair consideration to the interest of communities in or near where the project may be located.

8. Consultation with Users.

In making a decision to undertake any airport development project under Title 49, United States Code, it has undertaken reasonable consultations with affected parties using the airport at which project is proposed.

9. Public Hearings.

In projects involving the location of an airport, an airport runway, or a major runway extension, it has afforded the opportunity for public hearings for the purpose of considering the economic, social, and environmental effects of the airport or runway location and its consistency with goals and objectives of such planning as has been carried out by the community and it shall, when requested by the Secretary, submit a copy of the transcript of such hearings to the Secretary. Further, for such projects, it has on its management board either voting representation from the communities where the project is located or has advised the communities that they have the right to petition the Secretary concerning a proposed project.

10. Metropolitan Planning Organization.

In projects involving the location of an airport, an airport runway, or a major runway extension at a medium or large hub airport, the sponsor has made available to and has provided upon request to the metropolitan planning organization in the area in which the airport is located, if any, a copy of the proposed amendment to the airport layout plan to depict the project and a copy of any airport master plan in which the project is described or depicted.

11. Pavement Preventive Maintenance-Management.

With respect to a project approved after January 1, 1995, for the replacement or reconstruction of pavement at the airport, it assures or certifies that it has implemented an effective airport pavement maintenance-management program and it assures that it will use such program for the useful life of any pavement constructed, reconstructed or repaired with Federal financial assistance at the airport. It will provide such reports on pavement condition and pavement management programs as the Secretary determines may be useful.

12. Terminal Development Prerequisites.

For projects which include terminal development at a public use airport, as defined in Title 49, it has, on the date of submittal of the project grant application, all the safety equipment required for certification of such airport under 49 U.S.C. § 44706, and all the security equipment required by rule or regulation, and has provided for access to the passenger enplaning and deplaning area of such airport to passengers enplaning and deplaning from aircraft other than air carrier aircraft.

13. Accounting System, Audit, and Record Keeping Requirements.

a. It shall keep all project accounts and records which fully disclose the amount and disposition by the recipient of the proceeds of this Grant, the total cost of the project in connection with which this Grant is given or used, and the amount or nature of that portion of the cost of the project supplied by other sources, and such other financial records pertinent to the project. The

accounts and records shall be kept in accordance with an accounting system that will facilitate an effective audit in accordance with the Single Audit Act of 1984.

b. It shall make available to the Secretary and the Comptroller General of the United States, or any of their duly authorized representatives, for the purpose of audit and examination, any books, documents, papers, and records of the recipient that are pertinent to this Grant. The Secretary may require that an appropriate audit be conducted by a recipient. In any case in which an independent audit is made of the accounts of a sponsor relating to the disposition of the proceeds of a grant or relating to the project in connection with which this Grant was given or used, it shall file a certified copy of such audit with the Comptroller General of the United States not later than six (6) months following the close of the fiscal year for which the audit was made.

14. Minimum Wage Rates.

It shall include, in all contracts in excess of $2,000 for work on any projects funded under this Grant Agreement which involve labor, provisions establishing minimum rates of wages, to be predetermined by the Secretary of Labor under 40 U.S.C. §§ 3141-3144, 3146, and 3147, Public Building, Property, and Works), which contractors shall pay to skilled and unskilled labor, and such minimum rates shall be stated in the invitation for bids and shall be included in proposals or bids for the work.

15. Veteran's Preference.

It shall include in all contracts for work on any project funded under this Grant Agreement which involve labor, such provisions as are necessary to insure that, in the employment of labor (except in executive, administrative, and supervisory positions), preference shall be given to Vietnam era veterans, Persian Gulf veterans, Afghanistan-Iraq war veterans, disabled veterans, and small business concerns owned and controlled by disabled veterans as defined in 49 U.S.C. § 47112. However, this preference shall apply only where the individuals are available and qualified to perform the work to which the employment relates.

16. Conformity to Plans and Specifications.

It will execute the project subject to plans, specifications, and schedules approved by the Secretary. Such plans, specifications, and schedules shall be submitted to the Secretary prior to commencement of site preparation, construction, or other performance under this Grant Agreement, and, upon approval of the Secretary, shall be incorporated into this Grant Agreement. Any modification to the approved plans, specifications, and schedules shall also be subject to approval of the Secretary, and incorporated into this Grant Agreement.

17. Construction Inspection and Approval.

It will provide and maintain competent technical supervision at the construction site throughout the project to assure that the work conforms to the plans, specifications, and schedules approved by the Secretary for the project. It shall subject the construction work on any project contained in an approved project application to inspection and approval by the Secretary and such work shall be in accordance with regulations and procedures prescribed by the Secretary. Such regulations and procedures shall require such cost and progress reporting by the sponsor or sponsors of such project as the Secretary shall deem necessary.

18. Planning Projects.

In carrying out planning projects:

a. It will execute the project in accordance with the approved program narrative contained in the project application or with the modifications similarly approved.

b. It will furnish the Secretary with such periodic reports as required pertaining to the planning project and planning work activities.

c. It will include in all published material prepared in connection with the planning project a notice that the material was prepared under a grant provided by the United States.

d. It will make such material available for examination by the public, and agrees that no material prepared with funds under this project shall be subject to copyright in the United States or any other country.

e. It will give the Secretary unrestricted authority to publish, disclose, distribute, and otherwise use any of the material prepared in connection with this grant.

f. It will grant the Secretary the right to disapprove the sponsor's employment of specific consultants and their subcontractors to do all or any part of this project as well as the right to disapprove the proposed scope and cost of professional services.

g. It will grant the Secretary the right to disapprove the use of the sponsor's employees to do all or any part of the project.

h. It understands and agrees that the Secretary's approval of this project grant or the Secretary's approval of any planning material developed as part of this grant does not constitute or imply any assurance or commitment on the part of the Secretary to approve any pending or future application for a Federal airport grant.

19. Operation and Maintenance.

a. The airport and all facilities which are necessary to serve the aeronautical users of the airport, other than facilities owned or controlled by the United States, shall be operated at all times in a safe and serviceable condition and in accordance with the minimum standards as may be required or prescribed by applicable Federal, state, and local agencies for maintenance and operation. It will not cause or permit any activity or action thereon which would interfere with its use for airport purposes. It will suitably operate and maintain the airport and all facilities thereon or connected therewith, with due regard to climatic and flood conditions. Any proposal to temporarily close the airport for non-aeronautical purposes must first be approved by the Secretary. In furtherance of this assurance, the sponsor will have in effect arrangements for:

   1. Operating the airport's aeronautical facilities whenever required;

   2. Promptly marking and lighting hazards resulting from airport conditions, including temporary conditions; and

   3. Promptly notifying pilots of any condition affecting aeronautical use of the airport. Nothing contained herein shall be construed to require that the airport be operated for aeronautical use during temporary periods when snow, flood, or other climatic conditions interfere with such operation and maintenance. Further, nothing herein shall be construed as requiring the maintenance, repair, restoration, or replacement of any structure or

facility which is substantially damaged or destroyed due to an act of God or other condition or circumstance beyond the control of the sponsor.

b. It will suitably operate and maintain noise compatibility program items that it owns or controls upon which Federal funds have been expended.

20. Hazard Removal and Mitigation.

It will take appropriate action to assure that such terminal airspace as is required to protect instrument and visual operations to the airport (including established minimum flight altitudes) will be adequately cleared and protected by removing, lowering, relocating, marking, or lighting or otherwise mitigating existing airport hazards and by preventing the establishment or creation of future airport hazards.

21. Compatible Land Use.

It will take appropriate action, to the extent reasonable, including the adoption of zoning laws, to restrict the use of land adjacent to or in the immediate vicinity of the airport to activities and purposes compatible with normal airport operations, including landing and takeoff of aircraft. In addition, if the project is for noise compatibility program implementation, it will not cause or permit any change in land use, within its jurisdiction, that will reduce its compatibility, with respect to the airport, of the noise compatibility program measures upon which Federal funds have been expended.

22. Economic Nondiscrimination.

a. It will make the airport available as an airport for public use on reasonable terms and without unjust discrimination to all types, kinds and classes of aeronautical activities, including commercial aeronautical activities offering services to the public at the airport.

b. In any agreement, contract, lease, or other arrangement under which a right or privilege at the airport is granted to any person, firm, or corporation to conduct or to engage in any aeronautical activity for furnishing services to the public at the airport, the sponsor will insert and enforce provisions requiring the contractor to:

1. Furnish said services on a reasonable, and not unjustly discriminatory, basis to all users thereof, and

2. Charge reasonable, and not unjustly discriminatory, prices for each unit or service, provided that the contractor may be allowed to make reasonable and nondiscriminatory discounts, rebates, or other similar types of price reductions to volume purchasers.

c. Each fixed-based operator at the airport shall be subject to the same rates, fees, rentals, and other charges as are uniformly applicable to all other fixed-based operators making the same or similar uses of such airport and utilizing the same or similar facilities.

d. Each air carrier using such airport shall have the right to service itself or to use any fixed-based operator that is authorized or permitted by the airport to serve any air carrier at such airport.

e. Each air carrier using such airport (whether as a tenant, non-tenant, or subtenant of another air carrier tenant) shall be subject to such nondiscriminatory and substantially comparable rules, regulations, conditions, rates, fees, rentals, and other charges with respect to facilities directly and substantially related to providing air transportation as are applicable to all such air carriers which make similar use of such airport and utilize similar facilities, subject to reasonable

classifications such as tenants or non-tenants and signatory carriers and non-signatory carriers. Classification or status as tenant or signatory shall not be unreasonably withheld by any airport provided an air carrier assumes obligations substantially similar to those already imposed on air carriers in such classification or status.

f. It will not exercise or grant any right or privilege which operates to prevent any person, firm, or corporation operating aircraft on the airport from performing any services on its own aircraft with its own employees (including, but not limited to maintenance, repair, and fueling) that it may choose to perform.

g. In the event the sponsor itself exercises any of the rights and privileges referred to in this assurance, the services involved will be provided on the same conditions as would apply to the furnishing of such services by commercial aeronautical service providers authorized by the sponsor under these provisions.

h. The sponsor may establish such reasonable, and not unjustly discriminatory, conditions to be met by all users of the airport as may be necessary for the safe and efficient operation of the airport.

i. The sponsor may prohibit or limit any given type, kind or class of aeronautical use of the airport if such action is necessary for the safe operation of the airport or necessary to serve the civil aviation needs of the public.

23. Exclusive Rights.

It will permit no exclusive right for the use of the airport by any person providing, or intending to provide, aeronautical services to the public. For purposes of this paragraph, the providing of the services at an airport by a single fixed-based operator shall not be construed as an exclusive right if both of the following apply:

a. It would be unreasonably costly, burdensome, or impractical for more than one fixed-based operator to provide such services, and

b. If allowing more than one fixed-based operator to provide such services would require the reduction of space leased pursuant to an existing agreement between such single fixed-based operator and such airport. It further agrees that it will not, either directly or indirectly, grant or permit any person, firm, or corporation, the exclusive right at the airport to conduct any aeronautical activities, including, but not limited to charter flights, pilot training, aircraft rental and sightseeing, aerial photography, crop dusting, aerial advertising and surveying, air carrier operations, aircraft sales and services, sale of aviation petroleum products whether or not conducted in conjunction with other aeronautical activity, repair and maintenance of aircraft, sale of aircraft parts, and any other activities which because of their direct relationship to the operation of aircraft can be regarded as an aeronautical activity, and that it will terminate any exclusive right to conduct an aeronautical activity now existing at such an airport before the grant of any assistance under Title 49, United States Code.

24. Fee and Rental Structure.

It will maintain a fee and rental structure for the facilities and services at the airport which will make the airport as self-sustaining as possible under the circumstances existing at the particular airport, taking into account such factors as the volume of traffic and economy of collection. No part of the Federal share of an airport development, airport planning or noise compatibility project for

which a Grant is made under Title 49, United States Code, the Airport and Airway Improvement Act of 1982, the Federal Airport Act or the Airport and Airway Development Act of 1970 shall be included in the rate basis in establishing fees, rates, and charges for users of that airport.

25. Airport Revenues.

a. All revenues generated by the airport and any local taxes on aviation fuel established after December 30, 1987, will be expended by it for the capital or operating costs of the airport; the local airport system; or other local facilities which are owned or operated by the owner or operator of the airport and which are directly and substantially related to the actual air transportation of passengers or property; or for noise mitigation purposes on or off the airport. The following exceptions apply to this paragraph:

   1. If covenants or assurances in debt obligations issued before September 3, 1982, by the owner or operator of the airport, or provisions enacted before September 3, 1982, in governing statutes controlling the owner or operator's financing, provide for the use of the revenues from any of the airport owner or operator's facilities, including the airport, to support not only the airport but also the airport owner or operator's general debt obligations or other facilities, then this limitation on the use of all revenues generated by the airport (and, in the case of a public airport, local taxes on aviation fuel) shall not apply.

   2. If the Secretary approves the sale of a privately owned airport to a public sponsor and provides funding for any portion of the public sponsor’s acquisition of land, this limitation on the use of all revenues generated by the sale shall not apply to certain proceeds from the sale. This is conditioned on repayment to the Secretary by the private owner of an amount equal to the remaining unamortized portion (amortized over a 20-year period) of any airport improvement grant made to the private owner for any purpose other than land acquisition on or after October 1, 1996, plus an amount equal to the federal share of the current fair market value of any land acquired with an airport improvement grant made to that airport on or after October 1, 1996.

   3. Certain revenue derived from or generated by mineral extraction, production, lease, or other means at a general aviation airport (as defined at 49 U.S.C. § 47102), if the FAA determines the airport sponsor meets the requirements set forth in Section 813 of Public Law 112-95.

b. As part of the annual audit required under the Single Audit Act of 1984, the sponsor will direct that the audit will review, and the resulting audit report will provide an opinion concerning, the use of airport revenue and taxes in paragraph (a), and indicating whether funds paid or transferred to the owner or operator are paid or transferred in a manner consistent with Title 49, United States Code and any other applicable provision of law, including any regulation promulgated by the Secretary or Administrator.

c. Any civil penalties or other sanctions will be imposed for violation of this assurance in accordance with the provisions of 49 U.S.C. § 47107.

26. Reports and Inspections.

It will:

a. submit to the Secretary such annual or special financial and operations reports as the Secretary may reasonably request and make such reports available to the public; make available to the

public at reasonable times and places a report of the airport budget in a format prescribed by the Secretary;

b. for airport development projects, make the airport and all airport records and documents affecting the airport, including deeds, leases, operation and use agreements, regulations and other instruments, available for inspection by any duly authorized agent of the Secretary upon reasonable request;

c. for noise compatibility program projects, make records and documents relating to the project and continued compliance with the terms, conditions, and assurances of this Grant Agreement including deeds, leases, agreements, regulations, and other instruments, available for inspection by any duly authorized agent of the Secretary upon reasonable request; and

d. in a format and time prescribed by the Secretary, provide to the Secretary and make available to the public following each of its fiscal years, an annual report listing in detail:

   1. all amounts paid by the airport to any other unit of government and the purposes for which each such payment was made; and

   2. all services and property provided by the airport to other units of government and the amount of compensation received for provision of each such service and property.

27. Use by Government Aircraft.

It will make available all of the facilities of the airport developed with Federal financial assistance and all those usable for landing and takeoff of aircraft to the United States for use by Government aircraft in common with other aircraft at all times without charge, except, if the use by Government aircraft is substantial, charge may be made for a reasonable share, proportional to such use, for the cost of operating and maintaining the facilities used. Unless otherwise determined by the Secretary, or otherwise agreed to by the sponsor and the using agency, substantial use of an airport by Government aircraft will be considered to exist when operations of such aircraft are in excess of those which, in the opinion of the Secretary, would unduly interfere with use of the landing areas by other authorized aircraft, or during any calendar month that:

a. Five (5) or more Government aircraft are regularly based at the airport or on land adjacent thereto; or

b. The total number of movements (counting each landing as a movement) of Government aircraft is 300 or more, or the gross accumulative weight of Government aircraft using the airport (the total movement of Government aircraft multiplied by gross weights of such aircraft) is in excess of five million pounds.

28. Land for Federal Facilities.

It will furnish without cost to the Federal Government for use in connection with any air traffic control or air navigation activities, or weather-reporting and communication activities related to air traffic control, any areas of land or water, or estate therein as the Secretary considers necessary or desirable for construction, operation, and maintenance at Federal expense of space or facilities for such purposes. Such areas or any portion thereof will be made available as provided herein within four months after receipt of a written request from the Secretary.

29. Airport Layout Plan.

a. Subject to the FAA Reauthorization Act of 2018, Public Law 115-254, Section 163, it will keep up to date at all times an airport layout plan of the airport showing:

1. boundaries of the airport and all proposed additions thereto, together with the boundaries of all offsite areas owned or controlled by the sponsor for airport purposes and proposed additions thereto;

2. the location and nature of all existing and proposed airport facilities and structures (such as runways, taxiways, aprons, terminal buildings, hangars and roads), including all proposed extensions and reductions of existing airport facilities;

3. the location of all existing and proposed non-aviation areas and of all existing improvements thereon; and

4. all proposed and existing access points used to taxi aircraft across the airport's property boundary.

Such airport layout plans and each amendment, revision, or modification thereof, shall be subject to the approval of the Secretary which approval shall be evidenced by the signature of a duly authorized representative of the Secretary on the face of the airport layout plan. The sponsor will not make or permit any changes or alterations in the airport or any of its facilities which are not in conformity with the airport layout plan as approved by the Secretary and which might, in the opinion of the Secretary, adversely affect the safety, utility or efficiency of the airport.

b. Subject to the FAA Reauthorization Act of 2018, Public Law 115-254, Section 163, if a change or alteration in the airport or the facilities is made which the Secretary determines adversely affects the safety, utility, or efficiency of any federally owned, leased, or funded property on or off the airport and which is not in conformity with the airport layout plan as approved by the Secretary, the owner or operator will, if requested, by the Secretary:

1. eliminate such adverse effect in a manner approved by the Secretary; or

2. bear all costs of relocating such property (or replacement thereof) to a site acceptable to the Secretary and all costs of restoring such property (or replacement thereof) to the level of safety, utility, efficiency, and cost of operation existing before the unapproved change in the airport or its facilities except in the case of a relocation or replacement of an existing airport facility due to a change in the Secretary's design standards beyond the control of the airport sponsor.

30. Civil Rights.

It will promptly take any measures necessary to ensure that no person in the United States shall, on the grounds of race, color, and national origin (including limited English proficiency) in accordance with the provisions of Title VI of the Civil Rights Act of 1964 (78 Stat. 252, 42 U.S.C. §§ 2000d to 2000d-4); creed and sex (including sexual orientation and gender identity) per 49 U.S.C. § 47123 and related requirements; age per the Age Discrimination Act of 1975 and related requirements; or disability per the Americans with Disabilities Act of 1990 and related requirements, be excluded from participation in, be denied the benefits of, or be otherwise subjected to discrimination in any program and activity conducted with, or benefiting from, funds received from this Grant.

a. Using the definitions of activity, facility, and program as found and defined in 49 CFR §§ 21.23(b) and 21.23(e), the sponsor will facilitate all programs, operate all facilities, or conduct all programs in compliance with all non-discrimination requirements imposed by or pursuant to these assurances.

b. Applicability

   1. Programs and Activities. If the sponsor has received a grant (or other federal assistance) for any of the sponsor's program or activities, these requirements extend to all of the sponsor's programs and activities.

   2. Facilities. Where it receives a grant or other federal financial assistance to construct, expand, renovate, remodel, alter, or acquire a facility, or part of a facility, the assurance extends to the entire facility and facilities operated in connection therewith.

   3. Real Property. Where the sponsor receives a grant or other Federal financial assistance in the form of, or for the acquisition of real property or an interest in real property, the assurance will extend to rights to space on, over, or under such property.

c. Duration.

   The sponsor agrees that it is obligated to this assurance for the period during which Federal financial assistance is extended to the program, except where the Federal financial assistance is to provide, or is in the form of, personal property, or real property, or interest therein, or structures or improvements thereon, in which case the assurance obligates the sponsor, or any transferee for the longer of the following periods:

   1. So long as the airport is used as an airport, or for another purpose involving the provision of similar services or benefits; or

   2. So long as the sponsor retains ownership or possession of the property.

d. Required Solicitation Language. It will include the following notification in all solicitations for bids, Requests For Proposals for work, or material under this Grant Agreement and in all proposals for agreements, including airport concessions, regardless of funding source:

   "The (**[Selection Criteria: Sponsor Name]**), in accordance with the provisions of Title VI of the Civil Rights Act of 1964 (78 Stat. 252, 42 U.S.C. §§ 2000d to 2000d-4) and the Regulations, hereby notifies all bidders or offerors that it will affirmatively ensure that for any contract entered into pursuant to this advertisement, [select businesses, or disadvantaged business enterprises or airport concession disadvantaged business enterprises] will be afforded full and fair opportunity to submit bids in response to this invitation and no businesses will be discriminated against on the grounds of race, color, national origin (including limited English proficiency), creed, sex (including sexual orientation and gender identity), age, or disability in consideration for an award."

e. Required Contract Provisions.

   1. It will insert the non-discrimination contract clauses requiring compliance with the acts and regulations relative to non-discrimination in Federally-assisted programs of the Department of Transportation (DOT), and incorporating the acts and regulations into the contracts by reference in every contract or agreement subject to the non-discrimination in Federally-assisted programs of the DOT acts and regulations.

2. It will include a list of the pertinent non-discrimination authorities in every contract that is subject to the non-discrimination acts and regulations.

3. It will insert non-discrimination contract clauses as a covenant running with the land, in any deed from the United States effecting or recording a transfer of real property, structures, use, or improvements thereon or interest therein to a sponsor.

4. It will insert non-discrimination contract clauses prohibiting discrimination on the basis of race, color, national origin (including limited English proficiency), creed, sex (including sexual orientation and gender identity), age, or disability as a covenant running with the land, in any future deeds, leases, license, permits, or similar instruments entered into by the sponsor with other parties:

    a. For the subsequent transfer of real property acquired or improved under the applicable activity, project, or program; and

    b. For the construction or use of, or access to, space on, over, or under real property acquired or improved under the applicable activity, project, or program.

f. It will provide for such methods of administration for the program as are found by the Secretary to give reasonable guarantee that it, other recipients, sub-recipients, sub-grantees, contractors, subcontractors, consultants, transferees, successors in interest, and other participants of Federal financial assistance under such program will comply with all requirements imposed or pursuant to the acts, the regulations, and this assurance.

g. It agrees that the United States has a right to seek judicial enforcement with regard to any matter arising under the acts, the regulations, and this assurance.

31. Disposal of Land.

a. For land purchased under a grant for airport noise compatibility purposes, including land serving as a noise buffer, it will dispose of the land, when the land is no longer needed for such purposes, at fair market value, at the earliest practicable time. That portion of the proceeds of such disposition which is proportionate to the United States' share of acquisition of such land will be, at the discretion of the Secretary, (1) reinvested in another project at the airport, or (2) transferred to another eligible airport as prescribed by the Secretary. The Secretary shall give preference to the following, in descending order:

    1. Reinvestment in an approved noise compatibility project;

    2. Reinvestment in an approved project that is eligible for grant funding under 49 U.S.C. § 47117(e);

    3. Reinvestment in an approved airport development project that is eligible for grant funding under 49 U.S.C. §§ 47114, 47115, or 47117;

    4. Transfer to an eligible sponsor of another public airport to be reinvested in an approved noise compatibility project at that airport; or

    5. Payment to the Secretary for deposit in the Airport and Airway Trust Fund.

    If land acquired under a grant for noise compatibility purposes is leased at fair market value and consistent with noise buffering purposes, the lease will not be considered a disposal of the land. Revenues derived from such a lease may be used for an approved airport development

project that would otherwise be eligible for grant funding or any permitted use of airport revenue.

b. For land purchased under a grant for airport development purposes (other than noise compatibility), it will, when the land is no longer needed for airport purposes, dispose of such land at fair market value or make available to the Secretary an amount equal to the United States' proportionate share of the fair market value of the land. That portion of the proceeds of such disposition which is proportionate to the United States' share of the cost of acquisition of such land will, upon application to the Secretary, be reinvested or transferred to another eligible airport as prescribed by the Secretary. The Secretary shall give preference to the following, in descending order:

   1. Reinvestment in an approved noise compatibility project;
   2. Reinvestment in an approved project that is eligible for grant funding under 49 U.S.C. § 47117(e);
   3. Reinvestment in an approved airport development project that is eligible for grant funding under 49 U.S.C. §§ 47114, 47115, or 47117;
   4. Transfer to an eligible sponsor of another public airport to be reinvested in an approved noise compatibility project at that airport; or
   5. Payment to the Secretary for deposit in the Airport and Airway Trust Fund.

c. Land shall be considered to be needed for airport purposes under this assurance if (1) it may be needed for aeronautical purposes (including runway protection zones) or serve as noise buffer land, and (2) the revenue from interim uses of such land contributes to the financial self-sufficiency of the airport. Further, land purchased with a grant received by an airport operator or owner before December 31, 1987, will be considered to be needed for airport purposes if the Secretary or Federal agency making such grant before December 31, 1987, was notified by the operator or owner of the uses of such land, did not object to such use, and the land continues to be used for that purpose, such use having commenced no later than December 15, 1989.

d. Disposition of such land under (a), (b), or (c) will be subject to the retention or reservation of any interest or right therein necessary to ensure that such land will only be used for purposes which are compatible with noise levels associated with operation of the airport.

32. Engineering and Design Services.

If any phase of such project has received Federal funds under Chapter 471 subchapter 1 of Title 49 U.S.C., it will award each contract, or sub-contract for program management, construction management, planning studies, feasibility studies, architectural services, preliminary engineering, design, engineering, surveying, mapping or related services in the same manner as a contract for architectural and engineering services is negotiated under Chapter 11 of Title 40 U S.C., or an equivalent qualifications-based requirement prescribed for or by the sponsor of the airport.

33. Foreign Market Restrictions.

It will not allow funds provided under this Grant to be used to fund any project which uses any product or service of a foreign country during the period in which such foreign country is listed by

the United States Trade Representative as denying fair and equitable market opportunities for products and suppliers of the United States in procurement and construction.

34. Policies, Standards, and Specifications.

It will carry out any project funded under an Airport Improvement Program Grant in accordance with policies, standards, and specifications approved by the Secretary including, but not limited to, current FAA Advisory Circulars (https://www.faa.gov/airports/aip/media/aip-pfc-checklist.pdf) for AIP projects as of [Selection Criteria: Project Application Date].

35. Relocation and Real Property Acquisition.

a. It will be guided in acquiring real property, to the greatest extent practicable under State law, by the land acquisition policies in Subpart B of 49 CFR Part 24 and will pay or reimburse property owners for necessary expenses as specified in Subpart B.

b. It will provide a relocation assistance program offering the services described in Subpart C of 49 CFR Part 24 and fair and reasonable relocation payments and assistance to displaced persons as required in Subpart D and E of 49 CFR Part 24.

c. It will make available within a reasonable period of time prior to displacement, comparable replacement dwellings to displaced persons in accordance with Subpart E of 49 CFR Part 24.

36. Access By Intercity Buses.

The airport owner or operator will permit, to the maximum extent practicable, intercity buses or other modes of transportation to have access to the airport; however, it has no obligation to fund special facilities for intercity buses or for other modes of transportation.

37. Disadvantaged Business Enterprises.

The sponsor shall not discriminate on the basis of race, color, national origin, or sex, in the award and performance of any DOT-assisted contract covered by 49 CFR Part 26, or in the award and performance of any concession activity contract covered by 49 CFR Part 23. In addition, the sponsor shall not discriminate on the basis of race, color, national origin or sex in the administration of its Disadvantaged Business Enterprise (DBE) and Airport Concessions Disadvantaged Business Enterprise (ACDBE) programs or the requirements of 49 CFR Parts 23 and 26. The sponsor shall take all necessary and reasonable steps under 49 CFR Parts 23 and 26 to ensure nondiscrimination in the award and administration of DOT-assisted contracts, and/or concession contracts. The sponsor's DBE and ACDBE programs, as required by 49 CFR Parts 26 and 23, and as approved by DOT, are incorporated by reference in this agreement. Implementation of these programs is a legal obligation and failure to carry out its terms shall be treated as a violation of this agreement. Upon notification to the sponsor of its failure to carry out its approved program, the Department may impose sanctions as provided for under Parts 26 and 23 and may, in appropriate cases, refer the matter for enforcement under 18 U.S.C. § 1001 and/or the Program Fraud Civil Remedies Act of 1986 (31 U.S.C. §§ 3801-3809, 3812).

38. Hangar Construction.

If the airport owner or operator and a person who owns an aircraft agree that a hangar is to be constructed at the airport for the aircraft at the aircraft owner's expense, the airport owner or operator will grant to the aircraft owner for the hangar a long term lease that is subject to such terms and conditions on the hangar as the airport owner or operator may impose.

39. Competitive Access.

a. If the airport owner or operator of a medium or large hub airport (as defined in 49 U.S.C. § 47102) has been unable to accommodate one or more requests by an air carrier for access to gates or other facilities at that airport in order to allow the air carrier to provide service to the airport or to expand service at the airport, the airport owner or operator shall transmit a report to the Secretary that:

   1. Describes the requests;
   2. Provides an explanation as to why the requests could not be accommodated; and
   3. Provides a time frame within which, if any, the airport will be able to accommodate the requests.

b. Such report shall be due on either February 1 or August 1 of each year if the airport has been unable to accommodate the request(s) in the six month period prior to the applicable due date.

EXHIBIT F

CERTIFICATION OF COMPLIANCE WITH ANNUAL IMMIGRATION REPORTING REQUIREMENTS/ NO SANCTUARY POLICY/FEDERAL LAW ENFORCEMENT COOPERATION

By executing this document, the undersigned duly authorized representative of the Local Governing Body, certifies that the Local Governing Authority:

1) has filed a compliant Annual Immigration Compliance Report with the Georgia Department of Audits & Accounts ("GDA&A") for the preceding calendar year required by O.C.G.A. § 50-36-4(b), or has been issued a written exemption from GDA&A from doing so;

2) has not enacted a "Sanctuary Policy" in violation of O.C.G.A. § 36-80-23(b); and,

3) is in compliance with O.C.G.A. §§ 35-1-17 *et seq.* regarding its obligation to cooperate with federal immigration enforcement authorities to deter the presence of criminal illegal aliens.

As an ongoing condition to receiving funding from the Georgia Department of Transportation, the Local Governing Body shall continue to remain fully compliant with O.C.G.A. §§ 50-36-4, 36-80-23 and 35-1-17 *et seq.* for the duration of time the subject agreement is in effect.

_____
Signature of Authorized Officer or Agent

_____
Printed Name of Authorized Officer or Agent

_____
Title of Authorized Officer or Agent

_____
Date

Form Date - May 10, 2024

EXHIBIT F

CERTIFICATION OF COMPLIANCE WITH ANNUAL IMMIGRATION REPORTING REQUIREMENTS/ NO SANCTUARY POLICY/FEDERAL LAW ENFORCEMENT COOPERATION

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Signature of Authorized Officer or Agent

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Printed Name of Authorized Officer or Agent

_____
Title of Authorized Officer or Agent

_____
Date

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_____
Signature of Authorized Officer or Agent

_____
Printed Name of Authorized Officer or Agent

_____
Title of Authorized Officer or Agent

_____
Date

Form Date - May 10, 2024

CERTIFICATION REGARDING LOBBYING

Certification for Contracts, Grants, Loans, and Cooperative Agreements

The undersigned certifies, to the best of his or her knowledge and belief, that:

(1) No Federal appropriated funds have been paid or will be paid, by or on behalf of the undersigned, to any person for influencing or attempting to influence an officer or employee of an agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with the awarding of any Federal contract, the making of any Federal grant, the making of any Federal loan, the entering into of any cooperative agreement, and the extension, continuation, renewal, amendment, or modification of any Federal contract, grant, loan, or cooperative agreement.

(2) If any funds other than Federal appropriated funds have been paid or will be paid to any person for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with this Federal contract, grant, loan, or cooperative agreement, the undersigned shall complete and submit Standard Form-LLL, "Disclosure of Lobbying Activities," in accordance with its instructions.

(3) The undersigned shall require that the language of this certification be included in the award documents for all subawards at all tiers (including subcontracts, subgrants, and contracts under grants, loans, and cooperative agreements) and that all subrecipients shall certify and disclose accordingly. This certification is a material representation of fact upon which reliance was placed when this transaction was made or entered into. Submission of this certification is a prerequisite for making or entering into this transaction imposed by section 1352, title 31, U.S. Code. Any person who fails to file the required certification shall be subject to a civil penalty of not less than $10,00 0 and not more than $100,000 for each such failure.

Statement for Loan Guarantees and Loan Insurance

The undersigned states, to the best of his or her knowledge and belief, that:

If any funds have been paid or will be paid to any person for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with this commitment providing for the United States to insure or guarantee a loan, the undersigned shall complete and submit Standard Form-LLL, "Disclosure of Lobbying Activities," in accordance with its instructions. Submission of this statement is a prerequisite for making or entering into this transaction imposed by section 1352, title 31, U.S. Code. Any person who fails to file the required statement shall be subject to a civil penalty of not less than $10,000 and not more than $100,000 for each such failure.

APPLICANT'S ORGANIZATION

THIS CERTIFICATION REGARDING LOBBYING

DOES NOT APPLY TO THIS CONTRACT.

PRINTED NAME AND TITLE OF AUTHORIZED REPRESENTATIVE

Prefix: First Name: Middle Name:

Last Name: Suffix:

Title:

SIGNATURE: DATE:

ATTACHMENT 1

Department of Transportation
State of Georgia

JANUARY 14, 2025

SPECIAL PROVISIONS

AIRPORT PROJECT NO. T009140/AP025-9000-42(255) SPALDING
CONSTRUCT REPLACEMENT AIRPORT - UTILITIES RELOCATION - PHASE II AT THE REPLACEMENT GRIFFIN-SPALDING COUNTY AIRPORT IN GRIFFIN, GA

S.P. CODE	SPECIAL PROVISIONS DESCRIPTION
108-1-01-SP	Prosecution and Progress
109-1-01-SP	Measurement and Payment

DEPARTMENT OF TRANSPORTATION
STATE OF GEORGIA

SPECIAL PROVISION

Section 108—Prosecution and Progress

Retain Subsection 108.03 except as modified below:

For this Project, the Progress Schedule required by Subsection 108.03 need not be submitted.

DEPARTMENT OF TRANSPORTATION
STATE OF GEORGIA

SPECIAL PROVISION

Section 109—Measurement & Payment

Delete the first sentence of Subsection 109.07.A, paragraph one, and substitute the following:

A. General: On the tenth day of each calendar month, the total value of Items complete in place will be estimated by the Engineer and certified for payment.

ATTACHMENT 2
SPECIAL CONDITIONS

THIS CONTRACT DOES NOT CONTAIN ANY SPECIAL CONDITIONS.

AGENDA ITEM SUMMARY

ITEM SUMMARY:

Consider a 12 month tire recycling contract with Quality Tire Recycling, an EPD approved tire recycler, for the purpose of disposing of scrap tires. *Solid Waste Director, Todd Ennis, will address.*

SPECIAL CONSIDERATIONS OR CONCERNS:

Quality Tire Recycling will recycle tires that are collected during the Griffin Gives Back Community Clean Up Events.

STAFF RECOMMENDATION:

Staff recommends approval.

FINANCIAL IMPACT:

The City of Griffin will be reimbursed by EPD for expenses incurred up to $18,548.00 via the STAR Grant.

Submitted By:
Todd Ennis

Meeting Date:
22/04/2025

Reviewed By:
Jessica O'Connor

ATTACHMENTS:
Quality_Tire_Recycling_Agreement with AJW sig.pdf

Quality Tire Recycling

Contractor: Quality Tire Recycling, LLC
465 Mallet Street
P.O. Box 941
Jackson, GA 30233
Phone: 770.775.3304

GATE / DISPOSAL AGREEMENT

Customer Status: ☒ New Customer ☐ Existing-New Agreement ☐ Existing-Agreement Renewal ☐ Price Change ☐ Service Change

Contract Customer / Invoice to: City of Griffin ROW **Customer Account number:** 22907-0002

Customer Name: City of Griffin **FEIN No:**
Address: 245 Emlet Drive
City and State: Griffin, GA **Zip Code:** 30224
County: Spalding **Fax Number:**
Phone Number: 678-603-3852 **E-Mail Address:**
Check One: Proprietor ☐ Partnership ☐ Corp ☐ **State of Incorporation:**
Name of Principal: Todd Ennis **Title:** tennis@cityofgriffin.com

Service: Recycling, reuse and/or disposal of Customer's used tires ("Used Tires") at the Used tire facility of Contractor named above or any of its applicable subsidiaries or affiliates performing hereunder ("Contractor") in Spalding ("Contractor's Facility").

Effective Date of Service: 3/15/2025 **Term:** 12 months **Estimated Volume:** _____ **Select one:** ☐ tons per month ☐ tons per year

Delivery and Acceptance Obligations: During the Term of this Agreement, Customer shall deliver to Contractor's Facility all Used Tires collected by Customer within the Service Area (defined below), and Customer hereby grants Contractor the exclusive right to recycle, reuse and/or dispose of all Used Tires collected by Customer within such Service Area. The term "Service Area" shall mean that certain area contained within a 150 mile radius of Contractor's Facility. During the Term of this Agreement, Contractor shall accept for recycling, reuse and/or disposal at Contractor's Facility, all Used Tires delivered to Contractor's Facility by Customer in accordance with the terms of this Agreement.

Service Fees (Subject to annual adjustment pursuant to Section 3 of the attached General Conditions):

	Piece rate	Bulk rate
Passenger and Light Truck Tires:	$ _____ per tire	$ one price per ton
Large Truck Tires:	$ _____ per tire	$ one price per ton
Mixed Loads:		$ 250.00 per ton
Rim Removal Fee	$ extra per tire	
Other: _____	$ _____ per tire	
Off-the-Road Tires:	$ _____ per tire	$ extra per ton
Contaminated Tires	$ _____ per tire	$ extra per ton

Environmental Fees: $ 7.00

Billing Terms:
☐ COD ☒ Credit

Special Conditions: (Customer to initial below)

1. see Page 4 * Amendment to Service Agreement
2. Payment terms are Net 30 from date on invoices.
3. _____

Customer Signature: _____ Date: _____
(Authorized Representative)

Print Customer Name and Title: _____

Contractor Signature: _____ Date: _____
(Authorized Representative)

Print Contractor Name and Title: Doug Bernhardt - RVP

GENERAL CONDITIONS OF USED TIRE RECYCLING/DISPOSAL AGREEMENT

Contractor hereby warrants to Customer that all Used Tires delivered by Customer shall be recycled, including reuse, in accordance with the used tire rules enacted by governing local, state and federal regulatory agencies.

1. **Term.** The initial term of this Agreement shall be twelve (12) months, commencing on the Effective Date of Service, as may be extended herein ("Term"). At the end of the initial twelve (12) month period and on each anniversary thereafter, the Term shall automatically be extended by one (1) additional year unless, at least sixty (60) days prior to the end of the Term, one party hereto notifies the other party hereto, in writing, that it does not wish to extend the Term beyond the then current expiration date. Such automatic extension and option to cancel such automatic extension shall continue until this Agreement expires in accordance with the terms of this provision, or is terminated as otherwise provided herein, or is terminated by the mutual agreement of the parties hereto. Contractor agrees that if Customer no longer requires any Service for its Used Tires due to discontinuance of its business or relocation outside the Service Area, Customer may terminate this Agreement by delivering written notice to Contractor at least sixty (60) days prior to the intended termination date and making payment of all amounts due Contractor on or before such intended termination date. In the event Customer terminates this Agreement other than as provided above, or Contractor terminates this Agreement as a result of Customer's breach, Customer shall pay Contractor, as liquidated damages, the average of its past monthly charges multiplied by the number of months remaining in the Term.

2. **Exclusivity.** Contractor has invested—and based upon this Agreement will invest—capital, expertise, time and resources to perform this Agreement. Accordingly, during the Term of this Agreement, (1) Customer agrees to deal, negotiate, and contract exclusively with Contractor for any and all Used Tire related services provided by Contractor to Customer under this Agreement, including without limitation, the processing, recycling, resale, and/or disposal of Used Tires within the Service Area (collectively, "Services"), (2) Customer agrees not to deal, negotiate, and/or contract with any other person, corporation, or other entity—whether directly and/or indirectly—for Services, and (3) in connection with this Agreement, the parties agree that each will not, directly or indirectly, interfere with, circumvent or attempt to circumvent, avoid, by-pass, hinder, evade, or obviate (a) one another, (b) each other's interests in or to the benefits of this Agreement, and/or (c) the interests or relationships that either party has with any other person, corporation, or other entity including without limitation customers, manufacturers, producers, sellers, buyers, vendors, brokers, dealers, distributors, refiners, and/or shippers to affect, change, increase, decrease, and/or avoid, directly or indirectly, the obligations of one another under this Agreement.

3. **Fees, Charges and Payment.** Customer shall pay Contractor for its Services in accordance with the Service Fees set forth on the first page of this Agreement and these General Conditions. Customer shall pay Contractor at Contractor's address on page 1 of this Agreement. The Service Fees and other charges set forth herein shall be adjusted after the first anniversary of the Effective Date of Service to reflect (a) increases in the Consumer Price Index, and (b) an annual four percent (4%) increase of all Service Fees and other charges hereunder. Customer shall pay Contractor for each load upon delivery unless credit is extended and approved, in which case payment shall be due within fifteen (15) days of invoice. Contractor has the right, in its sole discretion, to pass through to Customer any and all environmental cost recovery charges, environmental compliance charges or other similar charges related to upgrading or maintaining Contractor's facilities, including without limitation such charges which Contractor incurs in order to operate any or all of its facilities at operating standards which are in excess of what may be required by applicable federal, state or local environmental laws or regulations. Interest shall accrue and be charged on all past due amounts at the rate of one and one-half percent (1.5%) per month until paid, and Customer shall pay all costs and expenses incurred by Contractor in collecting any past due amounts, including reasonable attorneys' fees. If payment is not made when due, or if Customer otherwise breaches the terms of this Agreement and fails to cure the same within five (5) days of written notice of such breach, Contractor may suspend the provision of Services and/or terminate this Agreement upon written notice to Customer, in which event Contractor shall be entitled to recover all amounts then due and, in the event of termination, the liquidated damages described above.

4. **Governmental Taxes, Fees and Charges.** Customer shall be responsible for any and all taxes, fees or other charges imposed by local, state or federal laws and/or regulations upon the recycling and/or disposal of Customer's Used Tires.

5. **Used Tires.** **Customer warrants to Contractor that all Used Tires delivered by it hereunder shall not have been subject to any safety recall, whether official or unofficial, and not otherwise subject to a 'destroy only' obligation.** Customer also warrants that the Used Tires delivered to Contractor shall be in as dry a condition as possible (no more than 10 milliliters of water in each) and shall be free of oil, petroleum and any other hazardous or toxic wastes as defined by local, state or federal laws and/or regulations. All Used Tires exceeding 54 inches in height or 16 inches in width ("Off-the-Road Tires") must be derimmed and delivered by separate loads which are not commingled with other tires. It is understood and agreed that Customer shall not deliver to Contractor any split or chopped tires, solid rubber tires, baled tires, tires containing a heavy accumulation of dirt, or any waste other than Used Tires (collectively "Unacceptable Waste"). If Unacceptable Waste is contained within any load delivered by Customer, Contractor may, at its election, (i) reject the entire load, or (ii) charge a supplemental fee to Customer for special handling and/or disposal of such Unacceptable Waste.

6. **Title.** Title to the Used Tires shall pass to Contractor upon either (i) the Used Tires being fully unloaded at the working face of Contractor's Facility and Customer's vehicle having departed such working face or (ii) payment of Contractor's Service Fees and other charges due for such Used Tires. Prior thereto, title to the Used Tires shall be in, and all risks and responsibilities theretofore shall be borne by, Customer. Notwithstanding the foregoing, title to and liability for Unacceptable Waste shall always remain with Customer.

7. **Laws, Rules and Regulations.** Customer agrees to comply, and to instruct all of its employees, drivers, contractors and agents ("Customer's Representatives") to comply, with all rules and regulations established by Contractor for the operation of Contractor's Facility ("Facility Rules"), and with all applicable governmental laws and regulations.

Customer Initials _____
Date _____

8. **Insurance.** At all times during the Term of this Agreement, Customer shall carry and maintain (i) workman's compensation insurance which meets the

requirements of the State in which Contractor's Facility is located, and (ii) automobile liability insurance and general liability insurance, each with combined single limit for property damage and bodily injury (including death) in amounts standard and customary in the industry. Such insurance policies shall be issued by reputable insurance companies licensed to do business in the State in which Contactor's Facility is located Upon request, Customer shall provide Contractor with an insurance certificate evidencing the foregoing coverage. Without limiting the foregoing, Customer shall carry insurance adequate to cover all potential liabilities related to its business and its indemnification obligations under this Agreement.

9. **Indemnity and Related Provisions.** To the extent permitted by law, Customer agrees to pay, indemnify, defend, and hold harmless Contractor and its employees, agents, and representatives from and against any and all claims, causes of actions, controversies, demands, damages, losses, costs, fines and/or liabilities (collectively, "Causes of Action") relating to and/or arising out of (1) the transportation or handling of the Used Tires by Customer or Customer's Representatives, (2) each and every deficiency, defect, characteristic, and/or other condition of Customer's tires delivered hereunder, including the delivery of Unacceptable Waste, (3) Customer's breach or nonperformance of any covenant, provision, representation or warranty made by Customer hereunder, (4) Customer's activities in connection with this Agreement or the Services, and (5) violation of any Facility Rules or any laws or regulations by Customer or Customer's Representatives, save and except for Causes of Action resulting from Contractor's willful misconduct or grossly negligent conduct. This indemnification specifically includes any damage to the vehicles of Customer or Customer's Representatives, and any injury to Customer or Customer's Representatives that may result from their transporting, handling or loading/unloading of Used tires and causes of action for death, personal injury, and/or property damage to property or the environment.

10. **Right to Compete.** Customer grants Contractor the right to compete with any offer which Customer receives (or intends to make) relating to the provision of Used tire recycling and/or disposal services or the resale of used tires upon the termination of this Agreement, and agrees to give Contractor written notice of any such offer and a reasonable opportunity to respond to it. If Contractor agrees to provide services on the same terms as those set forth in the offer, Customer shall contract with Contractor for such services.

11. **Default and Remedies.** In the event either party shall breach this Agreement and fail to cure any such breach within five (5) days of written notice thereof, the non-defaulting party shall have all rights and remedies set forth herein and all rights and remedies available at law or in equity

12. **Force Majeure.** Except for their respective obligations to pay any sums of money due hereunder, each party hereto shall be excused for any delay or failure in the performance of their respective obligations hereunder, and shall not be liable for failure to perform or considered in default hereunder, if and to the extent that such delay or failure is caused by occurrences beyond such party's reasonable control and is not caused by such party, including, but not limited to, governmental laws or regulations, strikes or other labor disputes, civil commotion, sabotage, acts of terrorism, war, fire, casualty, flood, earthquake, explosion, weather, or acts of God.

13. **Notice.** Any notice to be given hereunder shall be in writing and shall be delivered by hand, certified mail or overnight courier to the respective party at the address set forth on the first page of this Agreement or such other address as either party shall designate by written notice to the other party. Any such notice shall be deemed effectively served as of the date of delivery unless delivery is refused or cannot be made, in which event notice shall be deemed given upon mailing.

14. **Waiver.** The failure of Contractor or Customer to enforce, at any time or for any period of time, any one or more of the provisions of this Agreement shall not be construed to be, and shall not be, a waiver of any such provision or provisions or of its right thereafter to enforce each and every such provision; provided, however, final payment to Contractor constitutes a full and final release of any claims that Customer may have against Contractor.

15. **Severability.** If any provision of this Agreement is determined to be illegal or unenforceable, such provision shall be deemed amended to the extent necessary to conform to applicable law, or, if it cannot be so amended without materially altering the intention of the parties, it shall be deemed stricken and the remainder of this Agreement shall remain in full force and effect.

16. **Governing Law & Venue.** This Agreement shall be governed by and construed in accordance with the laws of the State of Georgia Commonwealth of Pennsylvania without regard to conflict of laws principles, and any suit or cause of action brought to enforce the terms of this Agreement shall only be heard in the appropriate court of Spalding County, Georgia. Allegheny County, Pennsylvania.

17. **General Provisions.** This Agreement (i) constitutes the entire contract between the parties with respect to the Services contemplated hereunder, (ii) may only be changed, modified or amended by a writing signed by both parties hereto, and (iii) shall be binding upon and inure to the benefit of the successors and assigns of the parties hereto. The representations, warranties and indemnifications contained herein shall survive the termination of this Agreement. If any conflict or differences exist in this Agreement between items that are printed and those that are typed or written, the typed or written language shall govern. Each party agrees, represents and warrants to the other that it has not made, and makes no statements, representations and/or warranties that are not contained in this Agreement, and neither party has relied on any fact, statement, representation, and/or warranty that is not contained in this written Agreement. Each party hereby represents ad warrants that the execution and performance of this Agreement have been duly authorized by such party and that this Agreement is a valid and binding obligation of such party, enforceable in accordance with its terms. This Agreement may be executed in two or more counterparts, each of which shall be deemed to be an original but all of which shall be deemed to be one and the same instrument. A facsimile or pdf signature binds the same as an original.

Customer Initials

Date 3/21/25

Quality Tire Recycling, LLC

465 Mallett Street
P. O. Box 941
Jackson, GA 30233
770-775-3304

******* Amendment to Service Agreement *******

The following list is additional information and or charges regarding the recycling of scrap tires.

1. Please call for approval for more than 20 tires on rims.
2. If approved to accept rims: additional cost is:
   a. $7.50 each for car rims
   b. $30.00 each for semi tractor trailer rims,
3. Amnesty trailers are charged a minimum of 10 tons and are on site no more than 5 business days.
4. Live loads include 2 hours wait time: additional time is billed at $100.00 per hour.
5. Farm tractor tires over 5' x 2' are billed at $500.00 per ton.
6. Excessive dirt/garbage: $400.00 per ton.
7. OTR's are billed at $500.00 per ton.
8. OTR rims are $250.00 each.
9. We do not accept:
   a. Solid tires
   b. Tracks
   c. Tubes with valve stems
   d. Any rims smaller than a car tire rim

*** If we receive any unacceptable materials on a load:
1st time - warning notification
2nd time- $500.00 fee
3rd time - $500.00 fee and we will potentially stop accepting loads

_____ _____
Customer Signature – Title Date

Attest: _____
Jessica W. O'Connor, Secretary

Approved as to Form:
Andrew J. Whalen, III
_____
Andrew J. Whalen, III, City Attorney

AGENDA ITEM SUMMARY

ITEM SUMMARY:

Consider a claim for personal injury to Lola Bennett, a minor, by her parents and natural guardians, Clay & Katie Bennett, based upon purported Ante Litem Notice, dated April 11, 2025 from attorney Ben Hancock, The King Injury Law. *City Attorney Drew Whalen will address.*

SPECIAL CONSIDERATIONS OR CONCERNS:

The City of Griffin does not operate the GSC School District, did not own or lease the vehicle in which the claimant was riding, and did not employee the bus operator. Claimant's attorney appears to be confused about the relationship between the City and School Board as this is the second claim against the School District in which the City was given notice. The notice alleges Ms. Bennett was injured on October 21, 2024, while a passenger on a school bus, operated by Petrona Palmer, driver for the Griffin-Spalding County Board of Education. The incident occurred in unincorporated Spalding County.

STAFF RECOMMENDATION:

Staff recommends denial of claim.

FINANCIAL IMPACT:

N/A

Submitted By:
Andrew Whalen

Meeting Date:
22/04/2025

Reviewed By:
Jessica O'Connor

ATTACHMENTS:
Ante Litem received 4-15-25.pdf

THE KING LAW FIRM
INJURY LAW | PROVEN RESULTS

RECEIVED
APR 15 2025
BY: AB

Tifton Office
1603 N. U.S. Hwy. 41,
Tifton, Georgia 31794
P.O. Box 746, Tifton, GA 31793
p | 229.386.1376 f | 229.386.1377

Griffin Office
3317 Fayetteville Rd., Griffin, GA 30223
p | 404.567.4546 f | 404.609.4899

KingTrialLaw.com
Licensed in Georgia, Florida, & Alabama

April 11, 2025

SENT VIA FEDEX OVERNIGHT DELIVERY TRACKING NO. 880288238311
Mayor Douglas S. Hollberg
100 S Hill St
Griffin, GA 30223

SENT VIA FEDEX OVERNIGHT DELIVERY TRACKING NO. 880288284376
Mayor Douglas S. Hollberg
812 Maple Dr
Griffin, GA 30224

SENT VIA FEDEX OVERNIGHT DELIVERY TRACKING NO. 880288351447
Ms. Jessica O'Connor
Griffin City Manager
100 S Hill St
Griffin, GA 30223

SENT VIA USPS CERTIFIED MAIL: 9414 7112 0620 8897 4247 04
Mr. Andrew J. Whalen, III
City of Griffin Attorney
101 South Hill St.
Griffin, GA 30224-0133

SENT VIA FEDEX OVERNIGHT DELIVERY TRACKING NO. 880288649489
City Commissioners
City of Griffin
100 S Hill St
Griffin, GA 30223

SENT VIA FEDEX OVERNIGHT DELIVERY TRACKING NO. 880290425501
Dr. Keith L. Simmons, Superintendent
Griffin-Spalding County School System
216 S 6th Street
Griffin, GA 30224

SENT VIA FEDEX OVERNIGHT DELIVERY TRACKING NO. 880290996037
Griffin-Spalding County Board of Education
216 S 6th Street
Griffin, GA 30224

J.L. KING, II
JL@KingTrialLaw.com
GA | FL

BEN HANCOCK
Ben@KingTrialLaw.com
GA | AL

CHRIS EDWARDS
Chris@KingTrialLaw.com
GA

SENT VIA FEDEX OVERNIGHT DELIVERY TRACKING NO. 880291286206
Chair R. Syntel Brown
Griffin-Spalding County Board of Education
216 S 6th Street
Griffin, GA 30224

Re: Ante Litem Notice pursuant to O.C.G.A. § 36-33-5
Claimant: Katie and Clay Bennett, Parents and Natural Guardians of Lola Bennett, a Minor
Date of Incident: 10/21/2024
Time of Incident: Between 8:00 a.m. and 8:45 a.m.
Location of Incident: Bethany Road in Spalding County, Georgia

To Whom It May Concern:

This firm represents the above-listed claimant. Pursuant to O.C.G.A. § 36-33-5 and other applicable statutes, Katie and Clay Bennett, as the parents and natural guardians of Lola Bennett, hereby gives notice of a potential claim against the City of Griffin, Griffin-Spalding Board of Education, Griffin-Spalding County Schools, and any other related responsible parties relating to an incident that caused Lola Bennett to suffer injuries as a result of a crash caused by a driver operating a school bus on Bethany Road near Shackleford Rd in Spalding County, Georgia. For your reference, we have attached the motor vehicle crash report prepared by the Georgia State Patrol.

According to the motor vehicle crash report, a school bus driven by Ms. Petrona Palmer was traveling east on Bethany Road when the driver failed to maintain her lane due to excessive speed for the conditions, left the roadway to the left, struck a tree, and came to an uncontrolled rest. Lola Bennett was a passenger on the bus when the crash took place. As a result of the crash, Lola Bennett sustained injuries. Petrona Palmer was negligent.

The claimant demands $1,000,000.00 in settlement for the claims against the City of Griffin, Griffin-Spalding Board of Education, and Griffin-Spalding County Schools. The claimant makes this demand in good faith based upon the known damages suffered to date. The claimant requests that, pursuant to O.C.G.A. § 36-33-5, the City of Griffin, Griffin-Spalding Board of Education, and/or Griffin-Spalding County Schools consider and act upon this claim.

The claimant makes claims for Lola Bennett's past and future mental and physical pain and suffering, past and future emotional distress, loss of enjoyment of life, their past and future medical and necessary expenses to be incurred, and all other compensable losses. These claims arise out of the injuries sustained by Lola Bennett on 10/21/2024, between 8:00 a.m. and 8:45 a.m.

Lola Bennett was a healthy child before the incident. Lola Bennett's injuries include spinal and head injuries as well as injuries to other parts of their body. Since this incident, Lola Bennett has sought medical treatment from Wellstar Spalding Medical Center and TBI Diagnostics. Lola Bennett sustained painful injuries as a result of the collision. Lola Bennett's medical bills are attached hereto. We place the value of this claim at $1,000,000.00 although we expect a jury would

award more than this amount at trial.

Lola Bennett has and will continue to suffer physically, mentally, and financially as a result of this incident. Pursuant to O.C.G.A. § 36-33-5 and to the extent of their knowledge and belief, as is practicable under the circumstances, claimant states as follows:

A. These claims are made against the City of Griffin, Griffin-Spalding Board of Education, Griffin-Spalding County Schools, and any other responsible entity. The negligent acts and omissions upon which the claims are based are described more fully in section F, below. The claims arise from injuries sustained by Lola Bennett, and the losses suffered by them as a result of an incident on 10/21/2024, due to the above-referenced entities' negligence and/or the negligence of others.

B. The incident giving rise to the losses claimed by the claimant occurred on the date of 10/21/2024, between 8:00 a.m. and 8:45 a.m.

C. The subject incident occurred on Bethany Road near Shackleford Rd in Spalding County, Georgia. For your reference, we have attached the motor vehicle crash report that identifies the location of the incident.

D. The nature of the losses claimed by the claimant are for Lola Bennett's personal injuries and the related losses including medical and other necessary expenses incurred and to be incurred. Lola Bennett also sustained losses including past, present and future mental and physical pain and suffering, past and future emotional distress, and loss of enjoyment of life. The claimant seeks damages for all losses and actual damages that are compensable under applicable law arising from this incident and these injuries.

E. The exact amount of losses claimed is not readily ascertainable, in part, because it is not certain as to whether Lola Bennett will need additional medical treatment. However, it is reasonably anticipated that the amount of losses suffered and to be recovered by the claimant as a result of their injuries and losses associated therewith exceed one million dollars ($1,000,000.00). Accordingly, the claimant seeks one million dollars ($1,000,000.00) from the City of Griffin, Griffin-Spalding Board of Education, and Griffin-Spalding County Schools in losses as a result of the injuries and demands that amount herein.

This claimant would release the City of Griffin, Griffin-Spalding Board of Education, and Griffin-Spalding County Schools, upon payment of one million dollars ($1,000,000.00).

F. All of the individual names of the City of Griffin, Griffin-Spalding Board of Education, and/or Griffin-Spalding County Schools' employees having performed or responsible for the tortious acts and omissions giving rise to these losses are not presently known to claimant. However, it is known that Petrona Palmer was driving the bus at the time of the incident.

The tortious conduct of the City of Griffin, Griffin-Spalding Board of Education, and Griffin-Spalding County Schools' employees and agents which contributed to the losses include, but are not limited to, the following:

1) Petrona Palmer/driver negligently failing to maintain her vehicle under proper control, driving too fast for conditions, negligently failing to keep a proper lookout, and negligently failing to maintain her lane;

2) Petrona Palmer/driver failing to operate her vehicle with due care exercised by individuals in like or similar circumstances and operated the vehicle in a manner showing a disregard for the safety of others;

3) Negligence and violation of Georgia's motor vehicle laws constituted negligence per se and negligence as a matter of law, including but not limited to, violations of O.C.G.A. § 40-6-180, O.C.G.A. § 40-6-48, and O.C.G.A. § 40-6-241;

4) Failing to operate the vehicle in a safe manner;

5) Negligently failing to maintain the vehicle under proper control;

6) Negligently failing to keep a proper lookout; and

7) Negligently retaining, entrusting, hiring, training and supervising said employees.

Claimant reserves the right to further supplement this list of negligent acts and omissions upon receipt of further information. The investigation of this loss is not yet complete, but as of this date the above narrative provides you with notice of this claim. If you contend that this letter does not provide you with sufficient notice pursuant to Georgia law, please advise us immediately. Please accept this as a request for all insurance information that may cover any aspect of this claim. Please also identify to us any documents you may possess regarding this claim.

Please direct all correspondence to the undersigned.

Sincerely,

Ben Hancock
Attorney for Katie and Clay Bennett, Parents and Natural Guardians of Lola Bennett

Enclosures

AGENDA ITEM SUMMARY

ITEM SUMMARY:

Consider an Ordinance to amend and restate the Retirement Plan for the Employees of the City of Griffin, Georgia, in accordance with and subject to the terms and conditions set forth in the attached Adoption Agreement, any Addendum to the Adoption Agreement, the Georgia Municipal Employees Benefit System (GMEBS) Basic Plan Document, and the GMEBS Trust Agreement. *City Manager, Jessica O'Connor and City Attorney, Drew Whalen will address.*

SPECIAL CONSIDERATIONS OR CONCERNS:

The amendment permits in-service distribution of normal retirement benefits for elected officials in office on or after July 1, 2024 (see Adoption Agreement, p. 16). Elected officials who were in office on July 1, 2024, and remain in office as of May 27, 2025, and were eligible for normal retirement on or after July 1, 2024, but before May 27, 2025, may receive in-service distribution of normal retirement benefits retroactive to the later of July 1, 2024, or the date the elected official met the age and service requirements for normal retirement. To receive a retroactive in-service distribution of normal retirement benefits, a qualifying elected official must apply for normal retirement while still in office and before July 1, 2025 (see Adoption Agreement, p. 16). The amendment to the Plan also increases the monthly normal retirement benefit from $25.00 to $100.00 per month for each year of service as an elected official for elected officials in office on or after July 1, 2024 (see Adoption Agreement, p. 25). The Adoption Agreement provides that the amendment is effective retroactively to July 1, 2024.

When accepted by the authorized officers of the City and GMEBS, the foregoing shall constitute a Contract between the City and GMEBS, all as authorized and provided by O.C.G.A. § 47-5-1 et seq.

STAFF RECOMMENDATION:

Staff recommends approval.

FINANCIAL IMPACT:

For the fiscal year ended June 30, 2025, the actuary calculated the Net Pension Liability as $21,253,690. Inclusion of the proposed benefit improvement would increase this by an estimated $547,000 per year.

Submitted By:
Andrew Whalen

Meeting Date:
22/04/2025

Reviewed By:
Jessica O'Connor

ATTACHMENTS:
Griffin Addendum 4 7 2025.pdf
Griffin Adoption Agreement 4 7 2025.pdf
Benefit Studies for BOC Retirement 03.11.2025.pdf

GENERAL ADDENDUM TO THE GEORGIA MUNICIPAL EMPLOYEES BENEFIT SYSTEM DEFINED BENEFIT RETIREMENT PLAN ADOPTION AGREEMENT

This is an Addendum to the Adoption Agreement completed by the City of Griffin, Georgia, as follows (complete one or more sections, as applicable):

***** Items (1) and (5) of Pre-approved Addendum – Not Applicable *****

(6) Modified Definition of Earnings. For purposes of determining Final Average Earnings, Earnings as defined in Section 2.26 of the Basic Plan Document shall be modified as follows (check all that apply):

☒ **(a) excluding overtime pay.**

☐ **(b) excluding bonuses.**

☒ **(c) excluding perquisites or allowances for use of a car or house rent (specify type of excluded earnings).**

☐ **(d) including perquisites or allowances for use of a car or house rent.**

☐ **(e) including severance payments; provided that the following limitations shall apply (must specify): ____.**

☐ **(f) including _____ (specify type of included earnings).**

This definition of Earnings applies to (check one):

☒ **All Participants.**

☐ **Only the following Participants (must specify):**

_____.

NOTE: The Employer is responsible for providing any and all documentation to the Administrator relating to payments that are *included* in the definition of Earnings pursuant to this Section including but not limited to the amount(s) paid and the date of such payment(s).

[Repeat above subsection as necessary for each applicable definition and Participant class covered under the Plan.]

***** Items (7) through (14) of Pre-approved Addendum – Not Applicable *****

(15) Effect of Refund of Contributions.

This Section applies to an Eligible Regular Employee who was initially employed prior to July 1, 2018, and is required to begin making Employee Contributions under the Plan effective on or after July 1, 2018 (date Contributions commence). If, upon such a Participant's Termination of employment on or after July 1, 2018 (date Contributions commence), the Participant withdraws the Participant's Employee Contributions pursuant to Section 13.03 of the Basic Plan Document, the Participant shall forfeit for the Participant and the Participant's heirs and assigns all rights, title, and interest in the Plan with respect to Service on or after July 1, 2018 (date Contributions commence) (described herein as "Contributory Service"), and such Contributory Service will not be taken into account for purposes of computing the amount of any benefit payable or for purposes of meeting the minimum service requirements for Vesting or benefit eligibility under the Plan, unless said Participant's Contributory Service is reinstated pursuant to subsection 13.03(d) of the Basic Plan Document. In addition, the amount of any benefit payable for Credited Service before July 1, 2018 (date Contributions commence), shall be determined in accordance with the terms of the Plan in effect immediately prior to such date, unless said Participant's Contributory Service is reinstated pursuant to subsection 13.03(d) of the Basic Plan Document.

(16) Other (May include, but shall not be limited to, provisions relating to Basic Plan Document Sections 6.03, 6.06, 8.04, 8.06, 8.08, 8.09, 8.10, 8.12, 9.01, and 9.02) (must specify in a manner that satisfies the definite written program requirement of Treasury Regulation 1.401-1(a)(2) and the definitely determinable requirement of Treasury Regulation 1.401-1(b)(1)(i)):

(a) Eligibility and Credited Service for Reclassified Employees – If a temporary or seasonal employee is reclassified as a regular, full-time employee under the City's personnel policies, then the Employee may commence participation in the Plan as of the effective date of said reclassification, and the Employee may receive credit for prior full-time service (at least 30 hours per week) as a temporary or seasonal employee.

(b) Definition of Disability; Disability Qualifications - Notwithstanding any provision of the Basic Plan Document or Adoption Agreement to the contrary, Disability Retirement benefits shall be administered in accordance with and subject to the provisions of Section 19A-2.4 of the retirement benefit plan for City employees, as adopted by the Board of Commissioners on June 13, 1995 as ordinance number 95-8, and published in the 1968 City Code of Griffin, Georgia, as Chapter 19A (hereinafter referred to in this General Addendum as "the Predecessor Plan"). The terms of said Section 19A-2.4 are incorporated herein by reference; provided, however, that: 1) the Pension Committee as defined in Section 5 of the Adoption Agreement, not the Board of Trustees, shall be responsible for determining whether a Participant is

eligible for Disability Retirement benefits under Section 19A-2.4 and for approving applications for said benefits; and 2) the amount of the Disability benefit shall be computed in the same manner as the Normal Retirement benefit as provided in Section 15(B) of the Adoption Agreement. For purposes of determining eligibility for benefits, the definition of "Total Disability" and "Total Disability Benefit" in Section 19A-1 of the Predecessor Plan shall control, notwithstanding any provision in the Basic Plan Document or Adoption Agreement to the contrary.

(c) **Retirement Formula under Predecessor Plan; "Basic Compensation" Table - Participants who were vested as of April 15, 2005, under the terms of the Predecessor Plan are entitled to receive a monthly Retirement benefit that is no less than the monthly retirement benefit that would be payable under the terms of the Predecessor Plan. The benefit that would be payable under the terms of the Predecessor Plan shall be determined in accordance with the applicable provisions of Section 19A-1 and 19A-2.2 of the Predecessor Plan, without taking into account subsections (b) or (c) of Section 19A-2.2. For purposes of determining the benefit that would be payable under the terms of the Predecessor Plan, "Basic Compensation" shall be as defined in Section 19A-1 of the Predecessor Plan, utilizing the table contained in said definition.**

(d) **Cost-of-Living Adjustment - As of July 1, 2005, and each July 1 thereafter, each Retired Participant and Beneficiary who is receiving a Retirement, Disability, or death benefit as of said date shall be entitled to receive a three percent (3%) Cost-of-Living Adjustment to the monthly benefit payment. The monthly benefit payable immediately prior to July 1, 2005, and immediately prior to each July 1 thereafter shall be multiplied by .03 and the resulting amount shall be the adjusted monthly benefit payable for the ensuing 12-month period (July 1 – June 30). If as of any July 1, a Retired Participant or Beneficiary has not been receiving monthly benefits for the entire preceding 12-month period, said Retired Participant will receive a pro rata adjustment based on the number of monthly payments received for the preceding 12-month period (e.g., if 6 monthly payments have been made as of July 1, the adjustment will be 1/2 of 3% or 1.5%). The annual Cost-of-Living Adjustment will first be included in monthly benefit checks for the month of July, which will be issued at the end of said month. If a Participant or Beneficiary's monthly benefit payments commence as of July 1 in any year, the first annual 3% adjustment will be made the following July 1. Except as provided in this section and notwithstanding any provision of the Predecessor Plan to the contrary, no other Cost-of-Living Adjustments, bonus adjustments, or other adjustments will be made on or after April 16, 2005. Notwithstanding the foregoing, no Cost-of-Living Adjustment shall apply to benefits payable to Participants (or their Beneficiaries) initially employed on or after July 1, 2018.**

(e) **Retirement Benefits for Terminated Vested Employees - With respect to payment of Retirement benefits, employees who terminated employment with a vested retirement benefit prior to April 16, 2005, and who do not return to employment with the City (hereinafter referred to as "terminated vested employees") shall be governed by the terms of the Predecessor Plan in effect**

as of the date of their termination, except as otherwise provided in this subsection 16(d). Early Retirement benefits and the Rule of 75 Alternative Normal Retirement benefit shall not be payable to or on behalf of said terminated vested employees. Monthly benefit payment options available to terminated vested employees who become eligible for a Normal Retirement benefit shall be the same as those available to Participants under the GMEBS Basic Plan Document. Actuarial assumptions and factors used to determine Retirement or survivor benefits payable to or on behalf of terminated vested employees shall be those specified in the GMEBS Basic Plan Document. In determining the monthly Normal Retirement benefit amount payable to terminated vested employees and the Normal Retirement date upon which said benefit becomes payable, GMEBS is directed to utilize the listing of inactive vested employees provided to GMEBS by the City which reflects the Normal Retirement benefit amount and Normal Retirement date for each terminated vested employee. Provided, however, that this provision shall not create a duty to notify terminated vested employees of their entitlement to a Normal Retirement benefit or a duty to pay Normal Retirement benefits until application for said benefits is made by the terminated vested employee.

(f) **Pre-Retirement Death Benefits - The "Auto A" in-service pre-retirement death benefit (see Adoption Agreement subsection 18(A)) and the "Auto A" Terminated Vested death benefit (see Adoption Agreement subsection 18(B)) shall be payable in accordance with the provisions of the Basic Plan Document and Adoption Agreement, notwithstanding any provision of the Predecessor Plan to the contrary. With respect to Participants who Terminated prior to November 15, 2017, if the Pre-Retirement Beneficiary to whom the pre-retirement benefit is payable is a Child as defined in Section 2.12 of the Basic Plan Document, then the Auto A death benefit otherwise payable to the Child will be actuarially adjusted to provide for payment until the Child attains age 22, or if later, until the 5th anniversary of the Participant's death; if the child dies before benefits are due to cease under this provision, no further benefits will be payable. The age 22 of 5th anniversary cutoff, as applicable, shall not apply with respect to death benefits payable to a Child with respect to Participants who Terminate on or after November 15, 2017; provided, however, that monthly benefits shall be reduced in accordance with the requirements of Section 401(a)(9) of the Internal Revenue Code and any other applicable federal law or regulation. Pre-retirement benefits will not be paid in the form of a single lump sum, except as otherwise provided by the Basic Plan Document with respect to small benefit cash-outs.**

(g) **Pre-Retirement Death Benefits for Terminated Vested Employees - Notwithstanding any provision of the Predecessor Plan to the contrary, with respect to payment of pre-retirement benefits, employees who terminated employment with a vested retirement benefit prior to April 16, 2005, and who do not return to employment with the City (hereinafter "terminated vested employees") shall be governed by the terms of subsection 16(e) above, except as otherwise provided herein. Notwithstanding subsection 16(e) above, the pre-retirement death benefit payable to terminated vested employees shall be equal to the survivor's portion of the actuarial equivalent 50% joint and**

survivor annuity as described in the GMEBS Basic Plan Document, which shall be calculated based upon the Normal Retirement benefit amounts reflected in the listing of inactive vested employees provided to GMEBS by the City. If the Pre-Retirement Beneficiary to whom the death benefit is payable is the terminated vested employee's Spouse as defined in Section 2.62 of the Basic Plan Document, then the Spouse may defer receipt of the death benefit until what would have been the terminated vested employee's normal retirement date. If the Pre-Retirement Beneficiary is not the Spouse, the death benefit shall be payable as of the first day of the month coinciding with or following the date of the terminated vested employee's death. The death benefit will be actuarially reduced to reflect payments made prior to the date that would have been the terminated vested employee's normal retirement date. Actuarial assumptions and factors used to determine pre-retirement death benefits payable on behalf of terminated vested employees shall be those specified in the GMEBS Basic Plan Document. This provision shall not create a duty to notify terminated vested employees or their beneficiaries of their entitlement to a pre-retirement death benefit, nor shall it create a duty to pay pre-retirement death benefits until application for said benefits is made by the terminated vested employee.

(h) **Timing of Distributions - Distribution of Retirement benefits will commence as of the Participant's effective Retirement date as determined under the GMEBS Basic Plan Document, but in no case before a Participant files a claim for benefits. Notwithstanding Section 19A-4.2 of the Predecessor Plan, monthly Retirement benefit payments will not be pro-rated.**

(i) **Modified Definition of "Final Average Earnings" or "Average Annual Compensation" – Final Average Earnings shall be defined as the average Earnings during the 60 consecutive months of employment with the City in which the Participant received the greatest aggregate amount of Earnings.**

(j) **Indemnification - In the event that GMEBS or GMA (including their officers, directors, or employees) is made a party to any claim arising out of or concerning administration of the Predecessor Plan (including but not limited to claims concerning eligibility for benefits, benefit calculation or payment, employee contributions, plan investments, plan funding, record-keeping, or regulatory compliance) or any claim arising out of or concerning differences between the terms of this Plan and the Predecessor Plan, then to the extent allowed by law, the City shall indemnify and hold GMA and GMEBS harmless for any and all judgments, settlements, and costs, including attorney fees ("loss"), that GMEBS or GMA incurs or pays in connection therewith.**

(k) **Transfer of Assets - The City was to take all necessary steps to effect the transfer of all plan assets currently held for participants and beneficiaries of the Predecessor Plan to the Board of Trustees of the Georgia Municipal Employees Benefit System (GMEBS). Said transfer was effected by the City no later than April 16, 2005, or as soon as reasonably practicable thereafter, utilizing transfer methods and/or procedures mutually agreed upon between the City and GMEBS. Upon the acceptance and execution of the Adoption**

Agreement and Addendum by the City of Griffin and by the authorized officer of GMEBS, and after said transfer of assets, the Board of Trustees of the GMEBS shall serve as successor trustees to the board of trustees established under the Predecessor Plan with respect to assets transferred to GMEBS and shall be responsible for administration of the retirement plan and investment of transferred plan assets in accordance with and subject to the terms of O.C.G.A. 47-5-1 et seq., the GMEBS Basic Plan Document, Adoption Agreement, and the GMEBS Trust Agreement.

(l) **Obligations of Trust Fund - Obligations of the City's Retirement Trust Fund shall not be payable from or charged upon any other funds of the City of Griffin. Obligations of the Trust Fund shall not constitute a charge, lien, or encumbrance, legal or equitable, on any property, real or personal, of the City of Griffin, nor shall they constitute a pledge of the taxing authority of said city.**

(m) **Amendments - The Board of Commissioners may amend the benefit elections in the Adoption Agreement at any time, but no amendment shall have the effect of decreasing the described Retirement benefit of anyone who is a Vested Participant on the date the amendment is adopted or becomes effective, whichever is later. This subsection 16(m) shall operate in lieu of subsections 18.01(a) and 18.01(c) of the Basic Plan Document.**

(n) **Clarification Regarding Prior Restatements – As a result of an Internal Revenue Service review of the Plan for the purpose of issuing a favorable determination letter on the qualified status of the Plan, the Plan was retroactively restated, generally effective as of July 1, 1989, and retroactively restated, generally effective as of July 1, 1997, both adopted on February 19, 2008, to adopt certain late amendments. The IRS issued a Closing Agreement on July 23, 2008, and a favorable determination letter on with respect to the Plan in effect as of August 7, 2008.**

The terms of the foregoing Addendum to the Adoption Agreement are approved by the Board of Commissioners of the City of Griffin, Georgia this _____ day of _____, 20____.

Attest: **CITY OF GRIFFIN, GEORGIA**

_____ **_____**
City Clerk **Chairperson**

(SEAL)

Approved:

Andrew J. Whalen, III
City Attorney

The terms of the foregoing Addendum are approved by the Board of Trustees of the Georgia Municipal Employees Benefit System.

IN WITNESS WHEREOF, the Board of Trustees of the Georgia Municipal Employees Benefit System has caused its Seal and the signatures of its duly authorized officers to be affixed this _____ day of _____, 20____.

Board of Trustees
Georgia Municipal Employees
Benefit System

(SEAL)

_____
Secretary

GEORGIA MUNICIPAL EMPLOYEES BENEFIT SYSTEM

DEFINED BENEFIT RETIREMENT PLAN

AN ORDINANCE
and
ADOPTION AGREEMENT
for

City of Griffin

Form Pre-approved Plan Adoption Agreement
Amended and Restated for Third Six-Year Cycle, 2020 Cumulative List

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I. AN ORDINANCE

An Ordinance to amend and restate the Retirement Plan for the Employees of the City of Griffin, Georgia, in accordance with and subject to the terms and conditions set forth in the attached Adoption Agreement, any Addendum to the Adoption Agreement, the Georgia Municipal Employees Benefit System (GMEBS) Basic Plan Document, and the GMEBS Trust Agreement. When accepted by the authorized officers of the City and GMEBS, the foregoing shall constitute a Contract between the City and GMEBS, all as authorized and provided by O.C.G.A. § 47-5-1 et seq.

BE IT ORDAINED by the Mayor and Council of the City of Griffin, Georgia, and it is hereby ordained by the authority thereof:

Section 1. The Retirement Plan for the Employees of the City of Griffin, Georgia, is hereby amended and restated as set forth in and subject to the terms and conditions stated in the following Adoption Agreement, any Addendum to the Adoption Agreement, the Georgia Municipal Employees Benefit System (GMEBS) Basic Plan Document, and the GMEBS Trust Agreement.

Ordinance continued on page 38

II. GMEBS DEFINED BENEFIT RETIREMENT PLAN ADOPTION AGREEMENT

1. ADMINISTRATOR

Georgia Municipal Employees Benefit System
201 Pryor Street, SW
Atlanta, Georgia 30303
Telephone: 404-688-0472
Facsimile: 404-577-6663

2. ADOPTING EMPLOYER

Name: **City of Griffin, Georgia**

3. GOVERNING AUTHORITY

Name: **Board of Commissioners of the City of Griffin**
Address: **P.O. Box T, Griffin, GA 30224-0046**
Phone: **(770) 229-6408**
Facsimile: **(678) 692-0403**

4. PLAN REPRESENTATIVE

[To represent Governing Authority in all communications with GMEBS and Employees]
(See Section 2.49 of Basic Plan Document)

Name: **Human Resources Director**
Address: **P.O. Box T, Griffin, GA 30224-0046**
Phone: **(770) 229-6408**
Facsimile: **(678) 692-0403**

5. PENSION COMMITTEE

[Please designate members by position. If not, members of Pension Committee shall be determined in accordance with Article XIV of the Basic Plan Document]

Position: **Chairperson of the Board of Commissioners or Commissioner designee**
Position: **City Manager**
Position: **City Attorney**
Position: **One (1) active Employee Participant to be appointed annually by the Board of Commissioners**
Position: **One (1) retired Participant to be appointed annually by the Board of Commissioners**

Pension Committee Secretary: **Human Resources Specialist**
Address: **P.O. Box T, Griffin, GA 30224-0046**
Phone: **(770) 229-6408**
Facsimile: **(678) 692-0403**

6. TYPE OF ADOPTION

This Adoption Agreement is for the following purpose (**check one**):

☐ This is a new defined benefit plan adopted by the Adopting Employer for its Employees. This plan does not replace or restate an existing defined benefit plan.

☐ This is an amendment and restatement of the Adopting Employer's preexisting non-GMEBS defined benefit plan.

☒ This is an amendment and restatement of the Adoption Agreement previously adopted by the Employer, as follows **(check one or more as applicable):**

☒ To update the Plan to comply with the PATH Act, and other applicable federal laws and guidance under IRS Notice 2020-14 (the 2020 Cumulative List).

☒ To make the following amendments to the Adoption Agreement **(must specify below revisions made in this Adoption Agreement; all provisions must be completed in a manner that satisfies the definite written program requirement of Treasury Regulation 1.401-1(a)(2) and the definitely determinable requirement of Treasury Regulation 1.401-1(b)(1)(i))**: **This is an amendment to (1) permit In-Service Distribution of Normal Retirement benefits for elected or appointed members of the Governing Authority who are eligible for Normal Retirement on or after July 1, 2024 (see Adoption Agreement, p. 16), 2) allow elected or appointed members of the Governing Authority who were in office on July 1, 2024, and were eligible for Normal Retirement on or after such date but before May 27, 2025, to commence receipt of In-Service Distribution of Normal Retirement benefits retroactive to the later of July 1, 2024, or the date such member first satisfied the age and Service qualifications for Normal Retirement, provided the member applies for Normal Retirement before July 1, 2025 (see Adoption Agreement,**

p. 16); and 3) increase the monthly Normal Retirement benefit for elected or appointed members of the Governing Authority in office on or after July 1, 2024, from $25.00 to $100.00 per month for each year of Service as an elected or appointed member of the Governing Authority (see Adoption Agreement, p. 25).

7. EFFECTIVE DATE

NOTE: This Adoption Agreement and any Addendum, with the accompanying Basic Plan Document, is designed to comply with Internal Revenue Code Section 401(a), as applicable to a governmental qualified defined benefit plan, and is part of the GMEBS Defined Benefit Retirement Plan. Plan provisions designed to comply with certain provisions of the Protecting Americans from Tax Hikes Act of 2015 ("PATH Act"); and Plan provisions designed to comply with certain provisions of additional changes in federal law and guidance from the Internal Revenue Service under Internal Revenue Service Notice 2020-14 (the 2020 Cumulative List) are effective as of the applicable effective dates set forth in the Adoption Agreement and Basic Plan Document. By adopting this Adoption Agreement, with its accompanying Basic Plan Document, the Adopting Employer is adopting a plan document intended to comply with Internal Revenue Code Section 401(a), as updated by the PATH Act and the 2020 Cumulative List with the applicable effective dates.

(1) Complete this item (1) only if this is a new defined benefit plan which does not replace or restate an existing defined benefit plan.

The effective date of this Plan is _____.
(insert effective date of this Adoption Agreement but not earlier than the first day of the current Plan Year in which the Plan is adopted).

(2) Complete this item (2) only if this Plan is being adopted to replace a non-GMEBS defined benefit plan.

Except as otherwise specifically provided in the Basic Plan Document or in this Adoption Agreement, the effective date of this restatement shall be _____ **(insert effective date of this Adoption Agreement but not earlier than the first day of the current Plan Year in which the Plan is adopted (unless a retroactive corrective amendment is permitted under EPCRS, Rev. Proc. 2021-30 (or subsequent updated guidance))**. This Plan is intended to replace and serve as an amendment and restatement of the Employer's preexisting plan, which became effective on _____ **(insert original effective date of preexisting plan)**.

(3) Complete this item (3) only if this is an amendment and complete restatement of the Adopting Employer's existing GMEBS defined benefit plan.

Except as otherwise specifically provided in the Basic Plan Document or in this Adoption Agreement, the effective date of this restatement shall be **July 1, 2024 (insert effective date of this Adoption Agreement but not earlier than the first day of the current Plan Year in which the Plan is adopted (unless a retroactive corrective amendment is permitted under EPCRS, Rev. Proc. 2021-30 (or subsequent updated guidance))**.

This Plan is adopted as an amendment and restatement of the Employer's preexisting GMEBS Adoption Agreement, which became effective on **June 11, 2024 (insert effective date of most recent Adoption Agreement preceding this Adoption Agreement)**.

The Employer's first Adoption Agreement became effective **April 16, 2005 (insert effective date of Employer's first GMEBS Adoption Agreement)**. The Employer's GMEBS Plan was originally effective **April 16, 2005 (insert effective date of Employer's original GMEBS Plan)**. (If the Employer's Plan was originally a non-GMEBS Plan, then the Employer's non-GMEBS Plan was originally effective **March 27, 1941 (if applicable, insert effective date of Employer's original non-GMEBS Plan)**.)

8. PLAN YEAR

Plan Year means **(check one):**

☐ Calendar Year
☒ Employer Fiscal Year commencing **July 1**.
☐ Other **(must specify month and day commencing)**: _____.

9. CLASSES OF ELIGIBLE EMPLOYEES

Only Employees of the Adopting Employer who meet the Basic Plan Document's definition of "Employee" may be covered under the Adoption Agreement. Eligible Employees shall not include non-governmental employees, independent contractors, leased employees, nonresident aliens, or any other ineligible individuals, and this Section 9 must not be completed in a manner that violates the "exclusive benefit rule" of Internal Revenue Code Section 401(a)(2).

A. Eligible Regular Employees

Regular Employees include Employees, other than elected or appointed members of the Governing Authority or Municipal Legal Officers, who are regularly employed in the services of the Adopting Employer. Subject to the other conditions of the Basic Plan Document and the Adoption Agreement, the following Regular Employees are eligible to participate in the Plan **(check one)**:

☐ **ALL** - All Regular Employees, provided they satisfy the minimum hour and other requirements specified under "Eligibility Conditions" below.

☒ **ALL REGULAR EMPLOYEES EXCEPT** for the following employees **(must specify; specific positions are permissible; specific individuals may not be named)**: **Any person who is or becomes classified as a part-time, seasonal, or temporary employee under the City of Griffin's Personnel Policy (in effect as of April 16, 2005 or as amended in the future), shall not be (or no longer be) eligible to participate in the Plan. (See General Addendum subsection l6(a) for additional provisions.)**

B. Elected or Appointed Members of the Governing Authority

An Adopting Employer may elect to permit participation in the Plan by elected or appointed members of the Governing Authority and/or Municipal Legal Officers, provided they otherwise meet the Basic Plan Document's definition of "Employee" and provided they satisfy any other requirements specified by the Adopting Employer. Municipal Legal Officers to be covered must be specifically identified by position. Subject to the above conditions, the Employer hereby elects the following treatment for elected and appointed officials:

(1) Elected or Appointed Members of the Governing Authority (check one):

☐ **ARE NOT** eligible to participate in the Plan.

☒ **ARE** eligible to participate in the Plan.

Please specify any limitations on eligibility to participate here (e.g., service on or after certain date, or special waiting period provision): **Elected or appointed members of the Governing Authority who hold office on or after November 29, 2017, are eligible to participate in the Plan.**

(2) Municipal Legal Officers (check one):

☒ **ARE NOT** eligible to participate in the Plan.

☐ **ARE** eligible to participate in the Plan. The term "Municipal Legal Officer" shall include only the following positions **(must specify - specific positions are permissible; specific individuals may not be named)**: _____.

Please specify any limitations on eligibility to participate here (e.g., service on or after certain date) **(must specify in a manner that satisfies the definite written program requirement of Treasury Regulation 1.401-1(a)(2) and the definitely determinable requirement of Treasury Regulation 1.401-1(b)(1)(i))**: _____.

10. ELIGIBILITY CONDITIONS

A. Hours Per Week (Regular Employees)

The Adopting Employer may specify a minimum number of work hours per week which are required to be scheduled by Regular Employees in order for them to become and remain "Eligible Regular Employees" under the Plan. **It is the responsibility of the Adopting Employer to determine whether these requirements are and continue to be satisfied**. The Employer hereby elects the following minimum hour requirement for Regular Employees:

☐ No minimum
☐ 20 hours/week (regularly scheduled)
☐ 30 hours/week (regularly scheduled)
☒ Other: **30 hours/week (regularly scheduled) and at least 1,500 hours per year (regularly scheduled)** (must not exceed 40 hours/week regularly scheduled)

Exceptions: If a different minimum hour requirement applies to a particular class or classes of Regular Employees, please specify below the classes to whom the different requirement applies and indicate the minimum hour requirement applicable to them.

Class(es) of Regular Employees to whom exception applies **(must specify - specific positions are permissible; specific individuals may not be named):** _____.

Minimum hour requirement applicable to excepted Regular Employees:

☐ No minimum
☐ 20 hours/week (regularly scheduled)
☐ 30 hours/week (regularly scheduled)
☐ Other: _____ (must not exceed 40 hours/week regularly scheduled)

B. Months Per Year (Regular Employees)

The Adopting Employer may specify a minimum number of work months per year which are required to be scheduled by Regular Employees in order for them to become and remain "Eligible Employees" under the Plan. **It is the responsibility of the Adopting Employer to determine whether these requirements are and continue to be satisfied**. The Employer hereby elects the following minimum requirement for Regular Employees:

☒ No minimum
☐ At least _____ months per year (regularly scheduled)

Exceptions: If different months per year requirements apply to a particular class or classes of Regular Employees, the Employer must specify below the classes to whom the different requirements apply and indicate below the requirements applicable to them.

Regular Employees to whom exception applies **(must specify - specific positions are permissible; specific individuals may not be named)**: _____.

The months to year requirement for excepted class(es) are:

☐ No minimum
☐ At least _____ months per year (regularly scheduled)

11. WAITING PERIOD

Except as otherwise provided in Section 4.02(b) of the Basic Plan Document, Eligible Regular Employees shall not have a waiting period before participating in the Plan. Likewise, elected or appointed members of the Governing Authority and Municipal Legal Officers, if eligible to participate in the Plan, shall not have a waiting period before participating in the Plan.

12. ESTABLISHING PARTICIPATION IN THE PLAN

Participation in the Plan is considered mandatory for all Eligible Employees who satisfy the eligibility conditions specified in the Adoption Agreement, except as provided in Section 4.03(e) of the Basic Plan Document. However, the Employer may specify below that

participation is optional for certain classes of Eligible Employees, including Regular Employees, elected or appointed members of the Governing Authority, Municipal Legal Officers, City Managers, and/or Department Heads. If participation is optional for an Eligible Employee, then in order to become a Participant, the Employee must make a written election to participate within 120 days after employment, election or appointment to office, or if later, the date the Employee first becomes eligible to participate in the Plan. The election is irrevocable, and the failure to make the election within the 120 day time limit shall be deemed an irrevocable election not to participate in the Plan.

Classes for whom participation is optional **(check one)**:

- ☐ None (Participation is mandatory for all Eligible Employees except as provided in Section 4.03(e) of the Basic Plan Document).
- ☒ Participation is optional for the following Eligible Employees **(must specify - specific positions are permissible; specific individuals may not be named; all positions or classes specified must be Eligible Employees)**: **Participation is optional for City Managers, Assistant City Managers, and Department Managers initially employed after April 16, 2005, subject to the requirements described above concerning election to participate. If a former employee who terminated prior to April 16, 2005, is rehired as a City Manager, Assistant City Manager, or Department Manager after April 16, 2005, and did not previously participate under the City's defined benefit retirement plan in effect prior to April 16, 2005 (hereinafter "Predecessor Plan"), said Employee may not participate under this Plan. Participation is mandatory for the City Manager, Assistant City Manager, and Department Managers employed as of April 16, 2005 (referred to below as "Current Managers"). If a Current Manager has not previously participated under the Predecessor Plan, said Manager shall commence participation under this Plan as of April 16, 2005. Current Managers shall receive credit under this Plan for full-time service (at least 30 hours per week) performed for the City prior to April 16, 2005.**

13. CREDITED SERVICE

In addition to Current Credited Service the Adopting Employer may include as Credited Service the following types of service:

A. Credited Past Service with Adopting Employer

Credited Past Service means the number of years and complete months of Service with the Adopting Employer prior to the date an Eligible Employee becomes a Participant which are treated as credited service under the Plan.

(1) Eligible Employees Employed on Original Effective Date of GMEBS Plan. With respect to Eligible Employees who are employed by the Adopting Employer on the original Effective Date of the Employer's GMEBS Plan, Service with the Adopting Employer prior to the date the Eligible Employee becomes a Participant (including any Service prior to the Effective Date of the Plan) shall be treated as follows **(check one)**:

☒ All Service prior to the date the Eligible Employee becomes a Participant shall be credited (as Credited Past Service).

☐ All Service prior to the date the Eligible Employee becomes a Participant shall be credited (as Credited Past Service), except for Service rendered prior to _____ **(insert date)**.

☐ All Service prior to the date the Eligible Employee becomes a Participant shall be credited (as Credited Past Service), except as follows **(must specify other limitation in a manner that satisfies the definite written program requirement of Treasury Regulation 1.401-1(a)(2) and the definitely determinable requirement of Treasury Regulation 1.401-1(b)(1)(i))**: _____.

☐ No Service prior to the date the Eligible Employee becomes a Participant shall be credited (as Credited Past Service).

(2) Previously Employed, Returning to Service after Original Effective Date. If an Eligible Employee is not employed on the original Effective Date of the Employer's GMEBS Plan, but returns to Service with the Adopting Employer sometime after the Effective Date, said Eligible Employee's Service prior to becoming a Participant (including any Service prior the Effective Date) shall be treated as follows **(check one)**:

☐ All Service prior to the date the Eligible Employee becomes a Participant shall be credited (as Credited Past Service), subject to any limitations imposed above with respect to Eligible Employees employed on the Effective Date.

☒ All Service prior to the date the Eligible Employee becomes a Participant shall be credited (as Credited Past Service), provided that after returning to employment, the Eligible Employee performs Service equal to the period of the break in Service or one (1) year, whichever is less. Any limitations imposed above with respect to Eligible Employees employed on the Effective Date shall also apply.

☐ No Service prior to the date the Eligible Employee becomes a Participant shall be credited (as Credited Past Service).

Other limitation(s) on Recognition of Credited Past Service **(must specify in a manner that satisfies the definite written program requirement of Treasury Regulation 1.401-1(a)(2) and the definitely determinable requirement of Treasury Regulation 1.401-1(b)(1)(i))**: **Credited Past Service shall not include service as au elected or appointed member of the Governing Authority unless the Participant was serving as an elected or appointed member of the Governing Authority or Eligible Regular Employee on November 29, 2017.**

(3) Eligible Employees Initially Employed After Effective Date. If an Eligible Employee's initial employment date is after the original Effective Date of the Employer's GMEBS Plan, said Employee's Credited Past Service shall include only the number of years and complete months of Service from the Employee's initial employment date to the date the Employee becomes a Participant in the Plan.

(4) Newly Eligible Classes of Employees. If a previously ineligible class of Employees becomes eligible to participate in the Plan, the Employer must specify in an addendum to this Adoption Agreement whether and to what extent said Employees' prior service with the Employer shall be treated as Credited Past Service under the Plan.

B. Prior Military Service

Note: This Section does not concern military service required to be credited under USERRA – See Section 3.02 of the Basic Plan Document for rules on the crediting of USERRA Military Service.

(1) Credit for Prior Military Service.

The Adopting Employer may elect to treat military service rendered prior to a Participant's initial employment date or reemployment date as Credited Service under the Plan. Unless otherwise specified by the Employer under "Other Conditions" below, the term "Military Service" shall be as defined in the Basic Plan Document. Except as otherwise required by federal or state law or under "Other Conditions" below, Military Service shall not include service which is credited under any other local, state, or federal retirement or pension plan.

Military Service credited under this Section shall not include any service which is otherwise required to be credited under the Plan by federal or state law. Prior Military Service shall be treated as follows **(check one)**:

☒ Prior Military Service is **not** creditable under the Plan **(if checked, skip to Section 13.C. – Prior Governmental Service)**.

☐ Prior Military Service shall be counted as Credited Service for the following purposes (check one or more as applicable):

- ☐ Computing amount of benefits payable.
- ☐ Meeting minimum service requirements for vesting.
- ☐ Meeting minimum service requirements for benefit eligibility.

(2) Maximum Credit for Prior Military Service.

Credit for Prior Military Service shall be limited to a maximum of _____ years **(insert number)**.

(3) Rate of Accrual for Prior Military Service.

Credit for Prior Military Service shall accrue at the following rate **(check one)**:

☐ One month of military service credit for every _____ month(s) **(insert number)** of Credited Service with the Adopting Employer.

☐ One year of military service credit for every _____ year(s**) (insert number)** of Credited Service with the Adopting Employer.

☐ All military service shall be creditable (subject to any caps imposed above) after the Participant has completed _____ years **(insert number)** of Credited Service with the Employer.

☐ Other requirement **(must specify in a manner that satisfies the definite written program requirement of Treasury Regulation 1.401-1(a)(2) and the definitely determinable requirement of Treasury Regulation 1.401-1(b)(1)(i))**: _____.

(4) Payment for Prior Military Service Credit (check one):

☐ Participants shall **not** be required to pay for military service credit.

☐ Participants shall be required to pay for military service credit as follows:

☐ The Participant must pay ____% of the actuarial cost of the service credit (as defined below).

☐ The Participant must pay an amount equal to **(must specify in a manner that satisfies the definite written program requirement of Treasury Regulation 1.401-1(a)(2) and the definitely determinable requirement of Treasury Regulation 1.401-1(b)(1)(i))**: _____.

Other Conditions for Award of Prior Military Service Credit **(must specify in a manner that satisfies the definite written program requirement of Treasury Regulation 1.401-1(a)(2) and the definitely determinable requirement of Treasury Regulation 1.401-1(b)(1)(i))**: ____.

(5) Limitations on Service Credit Purchases. Unless otherwise specified in an Addendum to the Adoption Agreement, for purposes of this Section and Section 13.C. concerning prior governmental service credit, the term "actuarial cost of service credit" is defined as set forth in the Service Credit Purchase Addendum. In the case of a service credit purchase, the Participant shall be required to comply with any rules and regulations established by the GMEBS Board of Trustees concerning said purchases.

C. Prior Governmental Service

Note: A Participant's prior service with other GMEBS employers shall be credited for purposes of satisfying the minimum service requirements for Vesting and eligibility for Retirement and pre-retirement death benefits as provided under Section 9.05 of the Basic Plan Document, relating to portability service. This Section 13(C) does not need to be completed in order for Participants to receive this portability service credit pursuant to Section 9.05 of the Basic Plan Document.

(1) Credit for Prior Governmental Service.

The Adopting Employer may elect to treat governmental service rendered prior to a Participant's initial employment date or reemployment date as creditable service under the Plan. Subject to any limitations imposed by law, the term "prior governmental service" shall be as defined by the Adopting Employer below. The Employer elects to treat prior governmental service as follows **(check one)**:

☒ Prior governmental service is **not** creditable under the Plan **(if checked, skip to Section 13.D. – Unused Sick/Vacation Leave)**.

☐ Prior governmental service shall be counted as Credited Service for the following purposes under the Plan **(check one or more as applicable)**:

☐ Computing amount of benefits payable.
☐ Meeting minimum service requirements for vesting.
☐ Meeting minimum service requirements for benefit eligibility.

(2) Definition of Prior Governmental Service.

Prior governmental service shall be defined as follows: **(must specify in a manner that satisfies the definite written program requirement of Treasury Regulation 1.401-1(a)(2) and the definitely determinable requirement of Treasury Regulation 1.401-1(b)(1)(i))**: _____.

Unless otherwise specified above, prior governmental service shall include only full-time service (minimum hour requirement same as that applicable to Eligible Regular Employees).

(3) Maximum Credit for Prior Governmental Service.

Credit for prior governmental service shall be limited to a maximum of _____ years **(insert number)**.

(4) Rate of Accrual for Prior Governmental Service Credit.

Credit for prior governmental service shall accrue at the following rate **(check one)**:

☐ One month of prior governmental service credit for every _____ month(s) **(insert number)** of Credited Service with the Adopting Employer.

☐ One year of prior governmental service credit for every _____ year(s) **(insert number)** of Credited Service with the Adopting Employer.

☐ All prior governmental service shall be creditable (subject to any caps imposed above) after the Participant has completed _____ years **(insert number)** of Credited Service with the Adopting Employer.

☐ Other requirement **(must specify in a manner that satisfies the definite written program requirement of Treasury Regulation 1.401-1(a)(2) and the definitely determinable requirement of Treasury Regulation 1.401-1(b)(1)(i))**: **_____.**

(5) Payment for Prior Governmental Service Credit.

☐ Participants shall **not** be required to pay for governmental service credit.

☐ Participants shall be required to pay for governmental service credit as follows:

☐ The Participant must pay ____% of the actuarial cost of the service credit.

☐ The Participant must pay an amount equal to **(must specify in a manner that satisfies the definite written program requirement of Treasury Regulation 1.401-1(a)(2) and the definitely determinable requirement of Treasury Regulation 1.401-1(b)(1)(i))**: ___ _____.

Other Conditions for Award of Prior Governmental Service Credit **(must specify in a manner that satisfies the definite written program requirement of Treasury Regulation 1.401-1(a)(2) and the definitely determinable requirement of Treasury Regulation 1.401-1(b)(1)(i))**: _____.

D. Leave Conversion for Unused Paid Time Off (e.g., Sick, Vacation, or Personal Leave)

(1) Credit for Unused Paid Time Off.

Subject to the limitations in Section 3.01 of the Basic Plan Document, an Adopting Employer may elect to treat accumulated days of unused paid time off for a terminated Participant, for which the Participant is not paid, as Credited Service. The only type of leave permitted to be credited under this provision is leave from a paid time off plan which qualifies as a bona fide sick and vacation leave plan (which may include sick, vacation or personal leave) and which the Participant may take as paid leave without regard to whether the leave is due to illness or incapacity. The Credited Service resulting from the conversion of unused paid time off must not be the only Credited Service applied toward the accrual of a normal retirement benefit under the Plan. The Pension Committee shall be responsible to certify to GMEBS the total amount of unused paid time off that is creditable hereunder.

Important Note: Leave cannot be converted to Credited Service in lieu of receiving a cash payment. If the Employer elects treating unused paid time off as Credited Service, the conversion to Credited Service will be automatic, and the Participant cannot request a cash payment for the unused paid time off.

The Employer elects the following treatment of unused paid time off:

☒ Unused paid time off shall **not** be treated as Credited Service **(if checked, skip to Section 14 – Retirement Eligibility)**.

☐ The following types of unused paid time off for which the Participant is not paid shall be treated as Credited Service under the Plan **(check one or more as applicable)**:

- ☐ Unused sick leave
- ☐ Unused vacation leave
- ☐ Unused personal leave
- ☐ Other paid time off **(must specify in a manner that satisfies the definite written program requirement of Treasury Regulation 1.401-1(a)(2) and the definitely determinable requirement of Treasury Regulation 1.401-1(b)(1)(i))**: _____.

(2) Minimum Service Requirement.

In order to receive credit for unused paid time off, a Participant must meet the following requirement at termination **(check one)**:

☐ The Participant must be 100% vested in a normal retirement benefit.
☐ The Participant must have at least _____ years **(insert number)** of Total Credited Service (not including leave otherwise creditable under this Section).
☐ Other **(must specify in a manner that satisfies the definite written program requirement of Treasury Regulation 1.401-1(a)(2) and the definitely determinable requirement of Treasury Regulation 1.401-1(b)(1)(i))**: _____.

(3) Use of Unused Paid Time Off Credit. Unused paid time off for which the Participant is not paid shall count as Credited Service for the following purposes under the Plan **(check one or more as applicable)**:

☐ Computing amount of benefits payable.
☐ Meeting minimum service requirements for vesting.
☐ Meeting minimum service requirements for benefit eligibility.

(4) Maximum Credit for Unused Paid Time Off.

Credit for unused paid time off for which the Participant is not paid shall be limited to a maximum of ____ months **(insert number)**.

(5) Computation of Unused Paid Time Off.

Unless otherwise specified by the Adopting Employer under "Other Conditions" below, each twenty (20) days of creditable unused paid time off shall constitute one (1) complete month of Credited Service under the Plan. Partial months shall not be credited.

(6) Other Conditions (please specify, subject to limitations in Section 3.01 of Basic Plan Document; must specify in a manner that satisfies the definite written program requirement of Treasury Regulation 1.401-1(a)(2) and the definitely determinable requirement of Treasury Regulation 1.401-1(b)(1)(i)): _____.

14. RETIREMENT ELIGIBILITY

A. Early Retirement Qualifications

Early retirement qualifications are **(check one or more as applicable)**:

☒ Attainment of age **55 (insert number)**

☒ Completion of **10** years **(insert number)** of Total Credited Service

Exceptions: If different early retirement eligibility requirements apply to a particular class or classes of Eligible Employees, the Employer must specify below the classes to whom the different requirements apply and indicate below the requirements applicable to them.

Eligible Employees to whom exception applies **(must specify - specific positions are permissible; specific individuals may not be named)**: _____.

Early retirement qualifications for excepted class(es) are **(check one or more as applicable)**:

☐ Attainment of age _____ **(insert number)**

☐ Completion of _____ years **(insert number)** of Total Credited Service

B. Normal Retirement Qualifications

Note: Please complete this Section and also list "Alternative" Normal Retirement Qualifications, if any, in Section 14.C.

(1) Regular Employees

Normal retirement qualifications for Regular Employees are **(check one or more as applicable)**:

☒ Attainment of age **65 (insert number)**

☒ Completion of **5** years **(insert number)** of Total Credited Service

☐ In-Service Distribution to Eligible Employees permitted (i.e., a qualifying Participant may commence receiving retirement benefits while in service without first incurring a Bona Fide Separation from Service), if Participant meets minimum age and service requirements specified immediately above and satisfies the minimum age parameters for In-Service Distribution described in Section 6.06(a)(3) of the Basic Plan Document, subject to applicable Plan provisions concerning recalculation and offset applied at re-retirement to account for the value of benefits received prior to re-retirement. This rule shall apply to **(check one)**: ☐ all Participants ☐ only the following class(es) of Participants **(must specify - specific positions are permissible; specific individuals may not be named)**: _____.

Exceptions: If different normal retirement qualifications apply to a particular class or classes of Regular Employees, the Employer must specify below the classes to whom the different requirements apply and indicate below the requirements applicable to them.

Class(es) of Regular Employees to whom exception applies **(must specify - specific positions are permissible; specific individuals may not be named)**: _____.

Normal retirement qualifications for excepted class(es) are **(check one or more as applicable)**:

☐ Attainment of age _____ **(insert number)**

☐ Completion of _____ years **(insert number)** of Total Credited Service

☐ In-Service Distribution to Eligible Employees permitted (i.e., a qualifying Participant may commence receiving retirement benefits while in service without first incurring a Bona Fide Separation from Service), if Participant meets

minimum age and service requirements specified immediately above and satisfies the minimum age parameters for In-Service Distribution described in Section 6.06(a)(3) of the Basic Plan Document, subject to applicable Plan provisions concerning recalculation and offset applied at re-retirement to account for the value of benefits received prior to re-retirement. This rule shall apply to **(check one)**: ☐ all Participants ☐ only the following class(es) of Participants **(must specify - specific positions are permissible; specific individuals may not be named)**: _____.

(2) Elected or Appointed Members of Governing Authority

Complete this Section only if elected or appointed members of the Governing Authority or Municipal Legal Officers are permitted to participate in the Plan. Normal retirement qualifications for this class are **(check one or more as applicable)**:

☒ Attainment of age **65 (insert number)**

☒ Completion of **5** years **(insert number)** of Total Credited Service

☒ In-Service Distribution to Eligible Employees permitted (i.e., a qualifying Participant may commence receiving retirement benefits while in service without first incurring a Bona Fide Separation from Service), if Participant meets minimum age and service requirements specified immediately above and satisfies the minimum age parameters for In-Service Distribution described in Section 6.06(a)(3) of the Basic Plan Document, subject to applicable Plan provisions concerning recalculation and offset applied at re-retirement to account for the value of benefits received prior to re-retirement. This rule shall apply to **(check one)**: ☐ all Participants ☒ only the following class(es) of Participants **(must specify - specific positions are permissible; specific individuals may not be named)**: **Elected or appointed members of the Governing Authority who are in office and eligible for Normal Retirement on or after July 1, 2024. Notwithstanding any provision of the Basic Plan Document to the contrary, elected or appointed members of the Governing Authority who were in office on July 1, 2024, and remain in office as of May 27, 2025, and were eligible for Normal Retirement on or after such date but before May 27, 2025, may commence receipt of In-Service Distribution of Normal Retirement benefits retroactive to the later of July 1, 2024, or the date such member first satisfied the age and Service qualifications for Normal Retirement, provided the member applies for Normal Retirement while still in office and before July 1, 2025**.

Exceptions: If different normal retirement qualifications apply to particular elected or appointed members of the Governing Authority or Municipal Legal Officers, the Employer must specify below to whom the different requirements apply and indicate below the requirements applicable to them.

Particular elected or appointed members of the Governing Authority or Municipal Legal Officers to whom exception applies **(must specify - specific positions are permissible; specific individuals may not be named)**: _____.

Normal retirement qualifications for excepted elected or appointed members of the Governing Authority or Municipal Legal Officers are **(check one or more as applicable)**:

☐ Attainment of age _____ **(insert number)**

☐ Completion of _____ years **(insert number)** of Total Credited Service

☐ In-Service Distribution to Eligible Employees permitted (i.e., a qualifying Participant may commence receiving retirement benefits while in service without first incurring a Bona Fide Separation from Service), if Participant meets minimum age and service requirements specified immediately above and satisfies the minimum age parameters for In-Service Distribution described in Section 6.06(a)(3) of the Basic Plan Document, subject to applicable Plan provisions concerning recalculation and offset applied at re-retirement to account for the value of benefits received prior to re-retirement. This rule shall apply to **(check one)**: ☐ all Participants ☐ only the following class(es) of Participants **(must specify - specific positions are permissible; specific individuals may not be named)**:_____.

C. Alternative Normal Retirement Qualifications

The Employer may elect to permit Participants to retire with unreduced benefits after they satisfy service and/or age requirements other than the regular normal retirement qualifications specified above. The Employer hereby adopts the following alternative normal retirement qualifications:

Alternative Normal Retirement Qualifications (check one or more, as applicable):

(1) ☐ Not applicable (the Adopting Employer does not offer alternative normal retirement benefits under the Plan).

(2) ☒ **Alternative Minimum Age & Service Qualifications (if checked, please complete one or more items below, as applicable):**

☒ Attainment of age **55 (insert number)**

☒ Completion of **25** years **(insert number)** of Total Credited Service

☐ In-Service Distribution to Eligible Employees permitted (i.e., a qualifying Participant may commence receiving retirement benefits while in service without first incurring a Bona Fide Separation from Service), if Participant meets minimum age and service requirements specified immediately above and satisfies the minimum age parameters for In-Service Distribution described in Section 6.06(a)(3) of the Basic Plan Document, subject to applicable Plan provisions concerning recalculation and offset applied at re-retirement to account for the value of benefits received prior to re-retirement. This rule shall apply to **(check one)**: ☐ all Participants ☐ only the following class(es) of Participants **(must specify - specific positions are permissible; specific individuals may not be named)**: __.

This alternative normal retirement benefit is available to:

☒ All Participants who qualify.

☐ Only the following Participants **(must specify - specific positions are permissible; specific individuals may not be named)**: _____.

A Participant **(check one)**: ☐ is required ☒ is not required to be in the service of the Employer at the time the Participant satisfies the above qualifications in order to qualify for this alternative normal retirement benefit.

Other eligibility requirement **(must specify in a manner that satisfies the definite written program requirement of Treasury Regulation 1.401-1(a)(2) and the definitely determinable requirement of Treasury Regulation 1.401-1(b)(1)(i))**: _____.

(3) ☐ **Rule of _____ (insert number)**. The Participant's combined Total Credited Service and age must equal or exceed this number. Please complete additional items below:

To qualify for this alternative normal retirement benefit, the Participant **(check one or more items below, as applicable)**:

☐ Must have attained at least age _____ **(insert number)**

☐ Must not satisfy any minimum age requirement

☐ In-Service Distribution to Eligible Employees permitted (i.e., a qualifying Participant may commence receiving retirement benefits while in service without first incurring a Bona Fide Separation from Service), if the Participant meets the minimum age and service requirements specified immediately above and satisfies the minimum age parameters for In-Service Distribution described in Section 6.06(a)(3) of the Basic Plan Document, subject to applicable Plan provisions concerning recalculation and offset applied at re-retirement to account for the value of benefits received prior to re-retirement. This rule shall apply to **(check one)**: ☐ all Participants ☐ only the following class(es) of Participants **(must specify - specific positions are permissible; specific individuals may not be named)**: _____.

This alternative normal retirement benefit is available to:

☐ All Participants who qualify.

☐ Only the following Participants **(must specify - specific positions are permissible; specific individuals may not be named)**: _____.

A Participant **(check one)**: ☐ is required ☐ is not required to be in the service of the Employer at the time the Participant satisfies the Rule in order to qualify for this alternative normal retirement benefit.

Other eligibility requirement **(must specify in a manner that satisfies the definite written program requirement of Treasury Regulation 1.401-1(a)(2) and the definitely determinable requirement of Treasury Regulation 1.401-1(b)(1)(i))**: _____.

(4) ☐ **Alternative Minimum Service**. A Participant is eligible for an alternative normal retirement benefit if the Participant has at least _____ years **(insert number)** of Total Credited Service, regardless of the Participant's age.

☐ In-Service Distribution to Eligible Employees permitted (i.e., a qualifying Participant may commence receiving retirement benefits while in service without first incurring a Bona Fide Separation from Service), if the Participant meets the minimum service requirement specified immediately above and satisfies the minimum age parameters for In-Service Distribution described in Section 6.06(a)(3) of the Basic Plan Document, subject to applicable Plan provisions concerning recalculation and offset applied at re-retirement to account for the value of benefits received prior to re-retirement. This rule shall apply to **(check one)**: ☐ all Participants ☐ only the following class(es) of Participants **(must specify - specific positions are permissible; specific individuals may not be named)**: __.

This alternative normal retirement benefit is available to:

☐ All Participants who qualify.

☐ Only the following Participants **(must specify - specific positions are permissible; specific individuals may not be named)**: _____.

A Participant **(check one)**: ☐ is required ☐ is not required to be in the service of the Employer at the time the Participant satisfies the qualifications for this alternative normal retirement benefit.

Other eligibility requirement **(must specify in a manner that satisfies the definite written program requirement of Treasury Regulation 1.401-1(a)(2) and the definitely determinable requirement of Treasury Regulation 1.401-1(b)(1)(i))**: _____.

(5) ☐ **Other Alternative Normal Retirement Benefit**.

Must specify qualifications (in a manner that satisfies the definite written program requirement of Treasury Regulation 1.401-1(a)(2) and the definitely determinable requirement of Treasury Regulation 1.401-1(b)(1)(i)): _____.

☐ In-Service Distribution to Eligible Employees permitted (i.e., a qualifying Participant may commence receiving retirement benefits while in service without first incurring a Bona Fide Separation from Service), if the Participant meets minimum age and service requirements specified immediately above and satisfies the minimum age parameters for In-Service Distribution described in Section 6.06(a)(3) of the Basic Plan

Document, subject to applicable Plan provisions concerning recalculation and offset applied at re-retirement to account for the value of benefits received prior to re-retirement. This rule shall apply to **(check one)**: ☐ all Participants ☐ only the following class(es) of Participants **(must specify - specific positions are permissible; specific individuals may not be named)**:_____.

This alternative normal retirement benefit is available to:

☐ All Participants who qualify.

☐ Only the following Participants **(must specify - specific positions are permissible; specific individuals may not be named)**: _____.

A Participant **(check one)**: ☐ is required ☐ is not required to be in the service of the Employer at the time the Participant satisfies the qualifications for this alternative normal retirement benefit.

Other eligibility requirement **(must specify in a manner that satisfies the definite written program requirement of Treasury Regulation 1.401-1(a)(2) and the definitely determinable requirement of Treasury Regulation 1.401-1(b)(1)(i))**: _____.

(6) ☒ **Other Alternative Normal Retirement Benefit <u>for Public Safety Employees Only</u>**.

Must specify qualifications (in a manner that satisfies the definite written program requirement of Treasury Regulation 1.401-1(a)(2) and the definitely determinable requirement of Treasury Regulation 1.401-1(b)(1)(i)): **<u>Rule of 75 with a minimum age of 50.</u>**

☐ In-Service Distribution to Eligible Employees who are Public Safety Employees permitted (<u>i.e.</u>, a qualifying Participant may commence receiving retirement benefits while in service without first incurring a Bona Fide Separation from Service), if the Participant meets minimum age and service requirements specified immediately above and satisfies the minimum age parameters for In-Service Distribution Described in Section 6.06(a)(3) of the Basic Plan Document, subject to applicable Plan provisions concerning recalculation and offset applied at re-retirement to account for the value of benefits received prior to re-retirement. This rule shall apply to **(check one)**: ☐ all Participants ☐ only the following class(es) of Participants **(must specify - specific positions are permissible; specific individuals may not be named)**: _____.

This alternative normal retirement benefit is available to:

☐ All public safety employee Participants who qualify.

☒ Only the following public safety employee Participants **(must specify - specific positions are permissible; specific individuals may not be named)**: **Participants who are Police Officers or Firefighters, as defined in the Basic Plan Document Sections 2.51 and 2.34 respectively.**

A public safety employee Participant **(check one)**: ☒ is required ☐ is not required to be in the service of the Employer at the time the Participant satisfies the qualifications for this alternative normal retirement benefit.

Other eligibility requirement **(must specify in a manner that satisfies the definite written program requirement of Treasury Regulation 1.401-1(a)(2) and the definitely determinable requirement of Treasury Regulation 1.401-1(b)(1)(i))**: _____.

Note: "Public safety employees" are defined under the Internal Revenue Code for this purpose as employees of a State or political subdivision of a State who provide police protection, firefighting services, or emergency medical services for any area within the jurisdiction of such State or political subdivision.

D. Disability Benefit Qualifications

Subject to the other terms and conditions of the Basic Plan Document and except as otherwise provided in an Addendum to this Adoption Agreement, disability retirement qualifications are based upon Social Security Administration award criteria or as otherwise provided under Section 2.23 of the Basic Plan Document. The Disability Retirement benefit shall commence as of the Participant's Disability Retirement Date under Section 2.24 of the Basic Plan Document.

To qualify for a disability benefit, a Participant must have the following minimum number of years of Total Credited Service **(check one)**:

☐ Not applicable (the Adopting Employer does not offer disability retirement benefits under the Plan).
☐ No minimum.
☐ _____ years **(insert number)** of Total Credited Service.

Other eligibility requirement **(must specify in a manner that satisfies the definite written program requirement of Treasury Regulation 1.401-1(a)(2) and the definitely determinable requirement of Treasury Regulation 1.401-1(b)(1)(i))**: **The Participant must have at least 5 years of Credited Service and must have become an Employee of the City before July 1, 1995 (See General Addendum Section 16(b) for additional requiremeuts).**

15. RETIREMENT BENEFIT COMPUTATION

A. Maximum Total Credited Service

The number of years of Total Credited Service which may be used to calculate a benefit is **(check one or all that apply)**:

☒ not limited.

☐ limited to _____ years for all Participants.

☐ limited to _____ years for the following classes of Eligible Regular Employees:

☐ All Eligible Regular Employees.

☐ Only the following Eligible Regular Employees: _____.

☐ limited to _____ years as an elected or appointed member of the Governing Authority.

☐ limited to _____ years as a Municipal Legal Officer.

☐ Other **(must specify in a manner that satisfies the definite written program requirement of Treasury Regulation 1.401-1(a)(2) and the definitely determinable requirement of Treasury Regulation 1.401-1(b)(1)(i))**: _____.

B. Monthly Normal Retirement Benefit Amount

(1) Regular Employee Formula

The monthly normal retirement benefit for Eligible Regular Employees shall be 1/12 of **(check and complete one or more as applicable)**:

☒ (a) **Flat Percentage Formula**. **2.0% (insert percentage)** of Final Average Earnings multiplied by years of Total Credited Service as an Eligible Regular Employee.

This formula applies to:

☐ All Participants who are Regular Employees.
☒ Only the following Participants **(must specify - specific positions are permissible; specific individuals may not be named)**:
All Participants who are Regular Employees who are in Service with the City on or after July 1, 2018; provided, however, that for any Participant who was vested under the Plan as of April 15, 2005, under the formula in effect under Section 19A-2.2(a) of the predecessor defined benefit retirement plan immediately prior to April 16, 2005, (the Predecessor Plan), the monthly benefit shall not be less than the benefit to which said Participant would be entitled under the terms of the Predecessor Plan (See General Addendum subsection 16(c) for additional provisions concerning calculation of a comparative benefit under Predecessor Plan).

☒ (b) **Alternative Flat Percentage Formula**. **1.5% (insert percentage)** of Final Average Earnings multiplied by years of Total Credited Service as

an Eligible Regular Employee. This formula applies to the following Participants **(must specify - specific positions are permissible; specific individuals may not be named)**: **All Participants who are Regular Employees who are in Service with the City on or after November 29, 2017, and who Terminate prior to July 1, 2018; provided, however, that for any Participant who was vested under the Plan as of April 15, 2005, under the formula in effect under Section 19A-2.2(a) of the predecessor defined benefit retirement plan immediately prior to April 16, 2005 (the Predecessor Plan), the monthly benefit shall not be less than the benefit to which said Participant would be entitled under the terms of the Predecessor Plan (See General Addendum subsection 16(c) for additional provisions concerning calculation of a comparative benefit under Predecessor Plan).**

☐ (c) **Split Final Average Earnings Formula**. _____ % **(insert percentage)** of Final Average Earnings up to the amount of **Covered Compensation (see subsection (2) below for definition of Covered Compensation)**, plus _____% **(insert percentage)** of Final Average Earnings in excess of said Covered Compensation, multiplied by years of Total Credited Service as an Eligible Regular Employee.

This formula applies to:

☐ All Participants who are Regular Employees.
☐ Only the following Participants **(must specify - specific positions are permissible; specific individuals may not be named)**:_____.

☐ (d) **Alternative Split Final Average Earnings Formula**. _____ % **(insert percentage)** of Final Average Earnings up to the amount of **Covered Compensation (see subsection (2) below for definition of Covered Compensation)**, plus _____% **(insert percentage)** of Final Average Earnings in excess of said Covered Compensation, multiplied by years of Total Credited Service as an Eligible Regular Employee.

This formula applies to:

☐ All Participants.
☐ Only the following Participants **(must specify - specific positions are permissible; specific individuals may not be named)**: _____.

[Repeat above subsections as necessary for each applicable benefit formula and Participant class covered under the Plan.]

(2) Covered Compensation (complete only if Split Formula(s) is checked above):

Covered Compensation is defined as (check one or more as applicable):

☐ (a) **A.I.M.E. Covered Compensation** as defined in Section 2.18 of the Basic Plan Document. This definition of Covered Compensation shall apply to **(check one)**:

☐ All Participants who are Regular Employees.
☐ Only the following Participants **(must specify - specific positions are permissible; specific individuals may not be named)**: _____.

☐ (b) **Dynamic Break Point** Covered Compensation as defined in Section 2.19 of the Basic Plan Document. This definition of Covered Compensation shall apply to **(check one)**:

☐ All Participants who are Regular Employees.
☐ Only the following Participants **(must specify - specific positions are permissible; specific individuals may not be named)**:_____.

☐ (c) **Table Break Point** Covered Compensation as defined in Section 2.20 of the Basic Plan Document. This definition of Covered Compensation shall apply to **(check one)**:

☐ All Participants who are Regular Employees.
☐ Only the following class(es) of Participants **(must specify - specific positions are permissible; specific individuals may not be named)**: _____.

☐ (d) **Covered Compensation** shall mean a Participant's annual Earnings that do not exceed $_____ **(specify amount)**. This definition shall apply to **(check one)**:

☐ All Participants who are Regular Employees.
☐ Only the following Participants **(must specify - specific positions are permissible; specific individuals may not be named)**:_____.

(3) Final Average Earnings

Unless otherwise specified in an Addendum to the Adoption Agreement, Final Average Earnings is defined as the monthly average of Earnings paid to a Participant by the Adopting Employer for the _____ **(insert number not to exceed 60)** consecutive months of Credited Service preceding the Participant's most recent Termination in which the Participant's Earnings were the highest, multiplied by 12. Note: GMEBS has prescribed forms for calculation of Final Average Earnings that must be used for this purpose. **(See subsection l6(i) of General Addendum.)**

This definition of Final Average Earnings applies to:

☐ All Participants who are Regular Employees.

☐ Only the following Participants **(must specify - specific positions are permissible; specific individuals may not be named)**: _____.

[Repeat above subsection as necessary for each applicable definition and Participant class covered under the Plan.]

(4) Formula for Elected or Appointed Members of the Governing Authority

The monthly normal retirement benefit for members of this class shall be as follows **(check one)**:

☐ Not applicable (elected or appointed members of the Governing Authority or Municipal Legal Officers are not permitted to participate in the Plan).

☒ $**100.00** **(insert dollar amount)** per month for each year of Total Credited Service as an elected or appointed member of the Governing Authority or Municipal Legal Officer (service of at least 6 months and 1 day is treated as a year of Total Credited Service; provided, however, than an elected or appointed member of the Governing Authority or Municipal Legal Officer may accrue a maximum of one year of Total Credited Service for every 12-month period of Service as an elected or appointed member of the Governing Authority or Municipal Legal Officer).

This formula applies to:

☒ All elected or appointed members of the Governing Authority or Municipal Legal Officers eligible to participate.

☐ Only the following elected or appointed members of the Governing Authority or Municipal Legal Officers eligible to participate **(must specify - specific positions are permissible; specific individuals may not be named)**: _____.

[Repeat above subsection as necessary for each applicable formula for classes of elected or appointed members covered under the Plan.]

C. Monthly Early Retirement Benefit Amount

Check and complete one or more as applicable:

☒ (1) **Standard Early Retirement Reduction Table**. The monthly Early Retirement benefit shall be computed in the same manner as the monthly Normal Retirement benefit, but the benefit shall be reduced on an Actuarially Equivalent basis in accordance with Section 12.01 of the Basic Plan Document to account for early commencement of benefits. This provision shall apply to:

☒ All Participants.

☐ Only the following Participants **(must specify - specific positions are permissible; specific individuals may not be named)**:_____.

☐ (2) **Alternative Early Retirement Reduction Table**. The monthly Early Retirement benefit shall be computed in the same manner as the monthly Normal Retirement benefit, but the benefit shall be reduced to account for

early commencement of benefits based on the following table. This table shall apply to:

☐ All Participants.
☐ Only the following Participants **(must specify - specific positions are permissible; specific individuals may not be named)**:_____.

Alternative Early Retirement Reduction Table

Number of Years Before [Age (Insert Normal Retirement Age)] (check as applicable)	**Percentage of Normal Retirement Benefit* (complete as applicable)**
☐ 0	1.000
☐ 1	0.___
☐ 2	0.___
☐ 3	0.___
☐ 4	0.___
☐ 5	0.___
☐ 6	0.___
☐ 7	0.___
☐ 8	0.___
☐ 9	0.___
☐ 10	0.___
☐ 11	0.___
☐ 12	0.___
☐ 13	0.___
☐ 14	0.___
☐ 15	0.___

*Interpolate for whole months

D. Monthly Late Retirement Benefit Amount (check one):

☒ (1) The monthly Late Retirement benefit shall be computed in the same manner as the Normal Retirement Benefit, based upon the Participant's Accrued Benefit as of the Participant's Late Retirement Date.

☐ (2) The monthly Late Retirement benefit shall be the greater of: (1) the monthly retirement benefit accrued as of the Participant's Normal Retirement Date, actuarially increased in accordance with the actuarial table contained in Section 12.05 of the Basic Plan Document; or (2) the monthly retirement benefit accrued as of the Participant's Late Retirement Date, without further actuarial adjustment under Section 12.06 of the Basic Plan Document.

E. Monthly Disability Benefit Amount

The amount of the monthly Disability Benefit shall be computed in the same manner as the Normal Retirement benefit, based upon the Participant's Accrued Benefit as of the Participant's Disability Retirement Date.

Minimum Disability Benefit. The Adopting Employer may set a minimum Disability Benefit. The Employer elects the following minimum Disability benefit **(check one)**:

☐ Not applicable (the Adopting Employer does not offer disability retirement benefits under the Plan).

☒ No minimum is established.

☐ No less than **(check one):** ☐ 20% ☐ 10% ☐ ____% **(if other than 20% or 10% insert percentage amount)** of the Participant's average monthly Earnings for the 12 calendar month period (excluding any period of unpaid leave of absence) immediately preceding the Participant's Termination of Employment as a result of a Disability. (Unless otherwise specified in an Addendum to the Adoption Agreement, no minimum will apply to elected or appointed members of the Governing Authority or Municipal Legal Officers.)

☐ No less than **(check one):** ☐ 66 2/3 % ☐ _____% **(if other than 66 2/3%, insert percentage amount)** of the Participant's average monthly Earnings for the 12 calendar month period (excluding any period of unpaid leave of absence) immediately preceding the Participant's Termination of Employment as a result of a Disability, less any monthly benefits paid from federal Social Security benefits as a result of disability as reported by the Employer. (Unless otherwise specified in an Addendum to the Adoption Agreement, no minimum will apply to elected or appointed members of the Governing Authority or Municipal Legal Officers.)

F. Minimum/Maximum Benefit For Elected Officials

In addition to any other limitations imposed by federal or state law, the Employer may impose a cap on the monthly benefit amount that may be received by elected or appointed members of the Governing Authority. The Employer elects **(check one)**:

☐ Not applicable (elected or appointed members of the Governing Authority do not participate in the Plan).

☒ No minimum or maximum applies.

☐ Monthly benefit for Service as an elected or appointed member of the Governing Authority may not exceed 100% of the Participant's final salary as an elected or appointed member of the Governing Authority.

☐ Other minimum or maximum **(must specify in a manner that satisfies the definite written program requirement of Treasury Regulation 1.401-1(a)(2) and the definitely determinable requirement of Treasury Regulation 1.401-1(b)(1)(i))**: _____.

G. Multiple Plans

In the event that the Employer maintains multiple plans, the following provisions will apply to the extent necessary to satisfy Code § 415.

_____

_____

16. SUSPENSION OF BENEFITS FOLLOWING BONA FIDE SEPARATION OF SERVICE; COLA

A. Re-Employment as Eligible Employee After Normal, Alternative Normal, or Early Retirement and Following Bona Fide Separation of Service (see Basic Plan Document Section 6.06(c) Regarding Re-Employment as an Ineligible Employee and Basic Plan Document Section 6.06(e) and (f) Regarding Re-Employment After Disability Retirement)

(1) Reemployment After Normal or Alternative Normal Retirement. In the event that a Retired Participant 1) is reemployed with the Employer as an Eligible Employee (as defined in the Plan) after the Participant's Normal or Alternative Normal Retirement Date and after a Bona Fide Separation from Service, or 2) is reemployed with the Employer in an Ineligible Employee class, and subsequently again becomes an Eligible Employee (as defined in the Plan) due to the addition of such class to the Plan after the Participant's Normal or Alternative Normal Retirement Date, the following rule shall apply **(check one)**:

☒ (a) The Participant's benefit shall be suspended in accordance with Section 6.06(a)(1) of the Basic Plan Document for as long as the Participant remains employed.

☐ (b) The Participant may continue to receive retirement benefits in accordance with Section 6.06(b) of the Basic Plan Document. This rule shall apply to **(check one)**: ☐ all Retired Participants ☐ only the following classes of Retired Participants **(must specify (specific positions are permissible; specific individuals may not be named) - benefits of those Retired Participants not listed shall be suspended in accordance with Section 6.06(a) of the Basic Plan Document if they return to work with the Employer)**: _____.

(2) Reemployment After Early Retirement. In the event a Participant Retires with an Early Retirement benefit after a Bona Fide Separation from Service 1) is reemployed with the Employer as an Eligible Employee before the Participant's Normal Retirement Date; or 2) is reemployed with the Employer in an Ineligible Employee class, and subsequently again becomes an Eligible Employee (as defined in the Plan) before the Participant's Normal Retirement Date due to the addition of such class to the Plan, the following rule shall apply **(check one or more as applicable)**:

(a) ☒ The Participant's Early Retirement benefit shall be suspended in accordance with Section 6.06(a)(1) of the Basic Plan Document for as long as the Participant remains employed.

This rule shall apply to **(check one)**: ☒ all Retired Participants; ☐ only the following classes of Retired Participants **(must specify - specific positions are permissible; specific individuals may not be named)**: _____.

(b) ☐ The Participant's Early Retirement benefit shall be suspended in accordance with Section 6.06(a)(1) of the Basic Plan Document. However, the Participant may begin receiving benefits after satisfying the qualifications for Normal Retirement or Alternative Normal Retirement, as applicable, and after satisfying the minimum age parameters of Section 6.06(a)(3) of the Basic Plan Document, in accordance with Section 6.06(b)(2)(B)(i) of the Basic Plan Document.

This rule shall apply to **(check one)**: ☐ all Retired Participants; ☐ only the following classes of Retired Participants **(must specify - specific positions are permissible; specific individuals may not be named)**: _____.

(c) ☐ The Participant's Early Retirement benefit shall continue in accordance with Section 6.06(b)(2)(B)(ii) of the Basic Plan Document.

This rule shall apply to **(check one)**: ☐ all Retired Participants; ☐ only the following classes of Retired Participants **(must specify - specific positions are permissible; specific individuals may not be named)**: _____.

B. Cost Of Living Adjustment

The Employer may elect to provide for an annual cost-of-living adjustment (COLA) in the amount of benefits being received by Retired Participants and Beneficiaries, which shall be calculated and paid in accordance with the terms of the Basic Plan Document. The Employer hereby elects the following **(check one)**:

☐ (1) No cost-of-living adjustment.

☐ (2) Variable Annual cost-of-living adjustment not to exceed _____% **(insert percentage)**.

☒ (3) Fixed annual cost-of-living adjustment equal to **3.0**% **(insert percentage)**.

The above cost-of-living adjustment shall apply with respect to the following Participants (and their Beneficiaries) **(check one)**:

☐ All Participants (and their Beneficiaries).
☐ Participants (and their Beneficiaries) who terminate employment on or after _____ **(insert date)**.
☒ Other **(must specify in a manner that satisfies the definite written program requirement of Treasury Regulation 1.401-1(a)(2) and the definitely determinable requirement of**

Treasury Regulation 1.401-1(b)(1)(i)); specific positions are permissible; specific individuals may not be named): **All Participants (and their Beneficiaries) who were initially employed before Jnly 12 2018. All Participants (and their Beneficiaries) initially employed on or after July 1, 2018, will have no cost-of-living adjustment. See also General Addendum subsection 16(d).**

The Adjustment Date for the above cost-of-living adjustment shall be (if not specified, the Adjustment Date shall be January 1): **See General Addendum subsection 16(d).**

17. TERMINATION OF EMPLOYMENT BEFORE RETIREMENT; VESTING

A. Eligible Regular Employees

Subject to the terms and conditions of the Basic Plan Document, a Participant who is an Eligible Regular Employee and whose employment is terminated for any reason other than death or retirement shall earn a vested right in the Participant's accrued retirement benefit in accordance with the following schedule **(check one):**

☐ **No vesting schedule (immediate vesting)**.

☒ **Cliff Vesting Schedule**. Benefits shall be 100% vested after the Participant has a minimum of **10** years **(insert number not to exceed 10)** of Total Credited Service. Benefits remain 0% vested until the Participant satisfies this minimum.

☐ **Graduated Vesting Schedule**. Benefits shall become vested in accordance with the following schedule **(insert percentages)**:

COMPLETED YEARS OF TOTAL CREDITED SERVICE	VESTED PERCENTAGE
1	%
2	%
3	%
4	%
5	%
6	%
7	%
8	%
9	%
10	%

Exceptions: If a vesting schedule other than that specified above applies to a special class(es) of Regular Employees, the Employer must specify the different vesting schedule below and the class(es) to whom the different vesting schedule applies.

Regular Employees to whom exception applies **(must specify - specific positions are permissible; specific individuals may not be named)**: _____.

Vesting Schedule for excepted class **(Must specify in a manner that satisfies the definite written program requirement of Treasury Regulation 1.401-1(a)(2) and the definitely determinable requirement of Treasury Regulation 1.401-1(b)(1)(i). Must be at least as favorable as one of the following schedules: (i) 15-year cliff vesting, (ii) 20-year graded vesting, or (iii) for qualified public safety employees, 20-year cliff vesting.)**: _____.

B. Elected or Appointed Members of the Governing Authority

Subject to the terms and conditions of the Basic Plan Document, a Participant who is an elected or appointed member of the Governing Authority or a Municipal Legal Officer shall earn a vested right in the Participant's accrued retirement benefit for Credited Service in such capacity in accordance with the following schedule **(check one)**:

☐ Not applicable (elected or appointed members of the Governing Authority are not permitted to participate in the Plan).

☐ No vesting schedule (immediate vesting).

☒ Other vesting schedule **(Must specify in a manner that satisfies the definite written program requirement of Treasury Regulation 1.401-1(a)(2) and the definitely determinable requirement of Treasury Regulation 1.401-1(b)(1)(i). Must be at least as favorable as one of the following schedules: (i) 15-year cliff vesting, (ii) 20-year graded vesting, or (iii) for qualified public safety employees, 20-year cliff vesting.)**: **Benefits shall be 100% Vested after the Participant has a minimum of 8 years of Total Credited Service. Benefits remain 0% Vested until the Participant satisfies the minimum.**

18. PRE-RETIREMENT DEATH BENEFITS

A. In-Service Death Benefit

Subject to the terms and conditions of the Basic Plan Document, the Employer hereby elects the following in-service death benefit, to be payable in the event that an eligible Participant's employment with the Employer is terminated by reason of the Participant's death prior to Retirement **(check and complete one)**:

(1) ☒ **Auto A Death Benefit**. A monthly benefit payable to the Participant's Pre-Retirement Beneficiary, equal to the decreased monthly retirement benefit that would have otherwise been payable to the Participant, had the Participant elected a 100% joint and survivor benefit under Section 7.03 of the Basic Plan Document. In order to be eligible for this benefit, a Participant must meet the following requirements **(check one)**:

☒ The Participant must be vested in a normal retirement benefit.

☐ The Participant must have _____ years **(insert number)** of Total Credited Service.

☐ The Participant must be eligible for Early or Normal Retirement.

☐ Other eligibility requirement **(must specify in a manner that satisfies the definite written program requirement of Treasury Regulation 1.401-1(a)(2) and the definitely determinable requirement of Treasury Regulation 1.401-1(b)(1)(i))**: _____.

(2) ☐ **Actuarial Reserve Death Benefit**. A monthly benefit payable to the Participant's Pre-Retirement Beneficiary, actuarially equivalent to the reserve required for the Participant's anticipated Normal Retirement benefit, provided the Participant meets the following eligibility conditions **(check one)**:

☐ The Participant shall be eligible upon satisfying the eligibility requirements of Section 8.02(c) of the Basic Plan Document.

☐ The Participant must have _____ years **(insert number)** of Total Credited Service.

☐ Other eligibility requirement **(must specify in a manner that satisfies the definite written program requirement of Treasury Regulation 1.401-1(a)(2) and the definitely determinable requirement of Treasury Regulation 1.401-1(b)(1)(i))**: _____.

Imputed Service. For purposes of computing the actuarial reserve death benefit, the Participant's Total Credited Service shall include **(check one)**:

☐ Total Credited Service accrued prior to the date of the Participant's death.

☐ Total Credited Service accrued prior to the date of the Participant's death, plus **(check one)**: ☐ one-half (½) ☐ _____ **(insert other fraction)** of the Service between such date of death and what would otherwise have been the Participant's Normal Retirement Date. **(See Basic Plan Document Section 8.02(b) regarding 10-year cap on additional Credited Service.)**

Minimum In-Service Death Benefit for Vested Employees Equal to Terminated Vested Death Benefit. Unless otherwise specified under "Exceptions" below, if a Participant's employment is terminated by reason of the Participant's death prior to Retirement, and if as of the date of death the Participant is vested but does not qualify for the in-service death benefit, then the Auto A Death Benefit will be payable, provided the Auto A Death Benefit is made available to terminated vested employees under the Adoption Agreement (see "Terminated Vested Death Benefit" below).

(3) Exceptions: If an in-service death benefit other than that specified above applies to one or more classes of Participants, the Employer must specify below the death benefit

payable, the class(es) to whom the different death benefit applies, and the eligibility conditions for said death benefit.

Alternative Death Benefit **(must specify formula that satisfies the definite written program and definitely determinable requirements of Treasury Regulations Sections 1.401-1(a)(2) and 1.401-1(b)(1)(i) and does not violate limits applicable to governmental plans under Code Sections 401(a)(17) and 415):** _____.

Participants to whom alternative death benefit applies **(must specify - specific positions are permissible; specific individuals may not be named)**: _____.

Eligibility conditions for alternative death benefit **(must specify in a manner that satisfies the definite written program requirement of Treasury Regulation 1.401-1(a)(2) and the definitely determinable requirement of Treasury Regulation 1.401-1(b)(1)(i))**: _____.

B. Terminated Vested Death Benefit

(1) Complete this Section only if the Employer offers a terminated vested death benefit. The Employer may elect to provide a terminated vested death benefit, to be payable in the event that a Participant who is vested dies after termination of employment but before Retirement benefits commence. Subject to the terms and conditions of the Basic Plan Document, the Employer hereby elects the following terminated vested death benefit **(check one)**:

☒ **Auto A Death Benefit**. A monthly benefit payable to the Participant's Pre-Retirement Beneficiary, equal to the decreased monthly retirement benefit that would have otherwise been payable to the Participant had the Participant elected a 100% joint and survivor benefit under Section 7.03 of the Basic Plan Document.

☐ **Accrued Retirement Benefit**. A monthly benefit payable to the Participant's Pre-Retirement Beneficiary which shall be actuarially equivalent to the Participant's Accrued Normal Retirement Benefit determined as of the date of death.

(2) Exceptions: If a terminated vested death benefit other than that specified above applies to one or more classes of Participants, the Employer must specify below the death benefit payable, the class(es) to whom the different death benefit applies, and the eligibility conditions for said death benefit.

Alternative Death Benefit **(must specify formula that satisfies the definite written program and definitely determinable requirements of Treasury Regulations Sections 1.401-1(a)(2) and 1.401-1(b)(1)(i) and does not violate limits applicable to governmental plans under Code Sections 401(a)(17) and 415)**: _____.

Participants to whom alternative death benefit applies **(must specify - specific positions are permissible; specific individuals may not be named)**: _____.

Eligibility conditions for alternative death benefit **(must specify in a manner that satisfies the definite written program requirement of Treasury Regulation 1.401-1(a)(2) and the definitely determinable requirement of Treasury Regulation 1.401-1(b)(1)(i))**: _____.

19. EMPLOYEE CONTRIBUTIONS

(1) Employee contributions (check one):

☐ Are not required.

☐ Are required in the amount of _____ % **(insert percentage)** of Earnings for all Participants.

☒ Are required in the amount of **2.0**% **(insert percentage)** of Earnings for Participants in the following classes **(must specify - specific positions are permissible; specific individuals may not be named)**: **Employee Contributions are required for all Eligible Regular Employees who are in Service with the City on or after July 1, 2018. Contributions are not required for elected or appointed members of the Governing Authority. See General Addendum Section 15 concerning withdrawal and repayment of Employee Contributions by Eligible Regular Employees initially employed prior to July 1, 2018.**

[Repeat above subsection as necessary if more than one contribution rate applies.]

(2) Pre-Tax Treatment of Employee Contributions. If Employee Contributions are required in Subsection (1) above, an Adopting Employer may elect to "pick up" Employee Contributions to the Plan in accordance with IRC Section 414(h). In such case, Employee Contributions shall be made on a pre-tax rather than a post-tax basis, provided the requirements of IRC Section 414(h) are met. If the Employer elects to pick up Employee Contributions, it is the Employer's responsibility to ensure that Employee Contributions are paid and reported in accordance with IRC Section 414(h). The Adopting Employer must not report picked up contributions as wages subject to federal income tax withholding.

The Employer hereby elects **(check one)**:

☒ To pick up Employee Contributions. By electing to pick up Employee Contributions, the Adopting Employer specifies that the contributions, although designated as Employee Contributions, are being paid by the Employer in lieu of Employee Contributions. The Adopting Employer confirms that the executor of this Adoption Agreement is duly authorized to take this action as required to pick up contributions. This pick-up of contributions applies prospectively, and it is evidenced by this contemporaneous written document. On and after the date of the pick-up of contributions, a Participant does not have a cash or deferred election right (within the meaning of Treasury Regulation Section 1.401(k)-1(a)(3)) with respect to the designated Employee Contributions, which includes not having the option of receiving the amounts directly instead of having them paid to the Plan.

☐ Not to pick up Employee Contributions.

(3) Interest on Employee Contributions. The Adopting Employer may elect to pay interest on any refund of Employee Contributions.

☐ Interest shall not be paid.

☒ Interest shall be paid on a refund of Employee Contributions at a rate established by GMEBS from time to time.

☐ Other rate of interest **(must specify rate in a manner that satisfies the definite written program requirement of Treasury Regulation 1.401-1(a)(2) and the definitely determinable requirement of Treasury Regulation 1.401-1(b)(1)(i))**: _____.

20. MODIFICATION OF THE TERMS OF THE ADOPTION AGREEMENT

If an Adopting Employer desires to amend any of its elections contained in this Adoption Agreement (or any Addendum), the Governing Authority by official action must adopt an amendment of the Adoption Agreement (or any Addendum) or a new Adoption Agreement (or Addendum) must be adopted and forwarded to the Board for approval. The amendment of the new Adoption Agreement (or Addendum) is not effective until approved by the Board and other procedures required by the Plan have been implemented.

The Administrator will timely inform the Adopting Employer of any amendments made by the Board to the Plan.

21. TERMINATION OF THE ADOPTION AGREEMENT

This Adoption Agreement (and any Addendum) may be terminated only in accordance with the Plan. The Administrator will inform the Adopting Employer in the event the Board should decide to discontinue this pre-approved plan program.

22. EMPLOYER ADOPTION AND AUTHORIZATION FOR AMENDMENTS

Adoption. The Adopting Employer hereby adopts the terms of the Adoption Agreement and any Addendum, which is attached hereto and made a part of this ordinance. The Adoption Agreement (and, if applicable, the Addendum) sets forth the Employees to be covered by the Plan, the benefits to be provided by the Adopting Employer under the Plan, and any conditions imposed by the Adopting Employer with respect to, but not inconsistent with, the Plan. The Adopting Employer reserves the right to amend its elections under the Adoption Agreement and any Addendum, so long as the amendment is not inconsistent with the Plan or the Internal Revenue Code or other applicable law and is approved by the Board of Trustees of GMEBS. The Adopting Employer acknowledges that it may not be able to rely on the pre-approved plan

opinion letter if it makes certain elections under the Adoption Agreement or the Addendum, and that the failure to properly complete the Adoption Agreement may result in a failure of the Adopting Employer's Plan to be a qualified plan.

The Adopting Employer hereby agrees to abide by the Basic Plan Document, Trust Agreement, and rules and regulations adopted by the Board of Trustees of GMEBS, as each may be amended from time to time, in all matters pertaining to the operation and administration of the Plan. It is intended that the Act creating the Board of Trustees of GMEBS, this Plan, and the rules and regulations of the Board are to be construed in harmony with each other. In the event of a conflict between the provisions of any of the foregoing, they shall govern in the following order:

(1) The Act creating the Board of Trustees of The Georgia Municipal Employees' Benefit System, O.C.G.A. Section 47-5-1 *et seq*. (a copy of which is included in the Appendix to the Basic Defined Benefit Plan Document) and any other applicable provisions of O.C.G.A. Title 47;

(2) The Basic Defined Benefit Plan Document and Trust Agreement;

(3) This Ordinance and Adoption Agreement (and any Addendum); and

(4) The rules and regulations of the Board.

In the event that any section, subsection, sentence, clause or phrase of this Plan shall be declared or adjudged invalid or unconstitutional, such adjudication shall in no manner affect the previously existing provisions or the other section or sections, subsections, sentences, clauses or phrases of this Plan, which shall remain in full force and effect, as if the section, subsection, sentence, clause or phrase so declared or adjudicated invalid or unconstitutional were not originally a part hereof. The Governing Authority hereby declares that it would have passed the remaining parts of this Plan or retained the previously existing provisions if it had known that such part or parts hereof would be declared or adjudicated invalid or unconstitutional.

This Adoption Agreement (and any Addendum) may only be used in conjunction with Georgia Municipal Employees Benefit System Basic Defined Benefit Retirement Plan Document approved by the Internal Revenue Service under opinion letter Q705465a dated August 31, 2023. The Adopting Employer understands that failure to properly complete this Adoption Agreement (or any Addendum), or to operate and maintain the Plan and Trust in accordance with the terms of the completed Adoption Agreement (and any Addendum), Basic Plan Document and Trust, may result in disqualification of the Adopting Employer's Plan under the Internal Revenue Code. Inquiries regarding the adoption of the Plan, the meaning of Plan provisions, or the effect of the IRS opinion letter should be directed to the Administrator. The Administrator is Georgia Municipal Employees Benefit System, with its primary business offices located at: 201 Pryor Street, SW, Atlanta, Georgia, 30303. The business telephone number is: (404) 688-0472. The primary person to contact is: GMEBS Legal Counsel.

Authorization for Amendments. Effective on and after February 17, 2005, the Adopting Employer hereby authorizes the pre-approved plan provider who sponsors the Plan on behalf of GMEBS to prepare amendments to the Plan, for approval by the Board, on its behalf as provided under Revenue Procedure 2005-16, as superseded by Revenue Procedure 2015-36, Revenue Procedure 2011-49, and Announcement 2005-37. Effective January 1, 2013, Georgia Municipal

Association, Inc., serves as the pre-approved plan provider for the Plan. Employer notice and signature requirements were met for the Adopting Employer before the effective date of February 17, 2005. The Adopting Employer understands that the implementing amendment reads as follows:

> On and after February 17, 2005, the Board delegates to the Provider the authority to advise and prepare amendments to the Plan, for approval by the Board, on behalf of all Adopting Employers, including those Adopting Employers who have adopted the Plan prior to the January 1, 2013, restatement of the Plan, for changes in the Code, the regulations thereunder, revenue rulings, other statements published by Internal Revenue Service, including model, sample, or other required good faith amendments (but only if their adoption will not cause such Plan to be individually designed), and for corrections of prior approved plans. These amendments shall be applied to all Adopting Employers. Employer notice and signature requirements have been met for all Adopting Employers before the effective date of February 17, 2005. In any event, any amendment prepared by the Practitioner and approved by the Board will be provided by the Administrator to Adopting Employers.
>
> Notwithstanding the foregoing paragraph, no amendment to the Plan shall be prepared on behalf of any Adopting Employer as of either:
>
> - the date the Internal Revenue Service requires the Adopting Employer to file Form 5300 as an individually designed plan as a result of an amendment by the Adopting Employer to incorporate a type of Plan not allowable in a pre-approved plan as described in Revenue Procedure 2017-41; or
>
> - as of the date the Plan is otherwise considered an individually designed plan due to the nature and extent of the amendments.
>
> If the Adopting Employer is required to obtain a determination letter for any reason in order to maintain reliance on the opinion letter, the Provider's authority to amend the Plan on behalf of the Adopting Employer is conditioned on the Plan receiving a favorable determination letter.

The Adopting Employer further understands that, if it does not give its authorization hereunder or, in the alternative, adopt another pre-approved plan, its Plan will become an individually designed plan and will not be able to rely on the pre-approved plan opinion letter.

Reliance on Opinion Letter. As provided in Revenue Procedure 2017-41, the Adopting Employer may rely on the Plan's opinion letter, provided that the Adopting Employer's Plan is identical to the GMEBS Plan, and the Adopting Employer has not amended or made any modifications to the Plan other than to choose the options permitted under the Plan, Adoption Agreement, and any Addendum.

AN ORDINANCE (continued from page 1)

Section 2. Except as otherwise specifically required by law or by the terms of the Basic Plan Document or Adoption Agreement (or any Addendum), the rights and obligations under the Plan with respect to persons whose employment with the City was terminated or who vacated office with the City for any reason whatsoever prior to the effective date of this Ordinance are fixed and shall be governed by such Plan, if any, as it existed and was in effect at the time of such termination.

Section 3. The effective date of this Ordinance shall be July 1, 2024 **(not earlier than the first day of the current Plan Year in which the Plan is adopted, unless a retroactive corrective amendment is permitted under EPCRS, Rev. Proc. 2021-30 (or subsequent updated guidance))**.

Section 4. All Ordinances and parts of ordinances in conflict herewith are expressly repealed.

Approved by the Mayor and Council of the City of Griffin, Georgia this _____ day of _____, 20_____.

Attest: CITY OF GRIFFIN, GEORGIA

_____ _____

City Clerk Mayor

(SEAL)

Approved:

Andrew J. Whalen, III

City Attorney

The terms of the foregoing Adoption Agreement are approved by the Board of Trustees of Georgia Municipal Employees Benefit System.

IN WITNESS WHEREOF, the Board of Trustees of Georgia Municipal Employees Benefit System has caused its Seal and the signatures of its duly authorized officers to be affixed this _____ day of _____, 20____.

Board of Trustees
Georgia Municipal Employees
Benefit System

(SEAL)

_____

Secretary

Segal

2727 Paces Ferry Road SE, Building One, Suite 1400
Atlanta, GA 30339-4053
T 678.306.3100
F 678.306.3190
segalco.com

March 7, 2025

Michelle Warner
Director of GMEBS Retirement and
Defined Contribution Programs
Georgia Municipal Association
201 Pryor Street, SW
Atlanta, Georgia 30303

Re: Benefit Study for the City of Griffin

Dear Michelle:

As requested, we have developed the impact on plan funding of increasing the Officials' benefit multiplier from $25 to $100 for the City of Griffin.

We were also requested to provide the impact of allowing in-service distribution for Officials. Assuming that any additional accruals earned while receiving in-service distributions would be offset by the actuarial equivalence of benefits already received, making this change would have an immaterial cost on the plan.

Lastly, we were asked about providing a lump sum value for any payments that could have been made starting on July 1, 2024 to Officials who were eligible for unreduced benefits, either Normal Retirement at age 65 with 5 years of service or Alternative Normal Retirement at age 55 with 25 years of service. In reviewing the January 1, 2025 valuation data, there were two Officials who met the criteria for unreduced benefits. As of July 1, 2024, one had 7.0000 years of benefit service and the other had 22.7500 years of service. Depending on whether the $25 or $100 benefit multiplier is being used, the benefit amount will vary. GMA would need to decide how many months of retroactive benefits to pay but can use this information to calculate a lump sum. If interest is added, the lump sum would be greater.

The study uses the data, methods, assumptions, and plan provisions from the January 1, 2025 valuation dated February 21, 2025 unless otherwise noted in this letter. Use of the information in this study is subject to the caveats and limitations of use described in that report. That report is incorporated into these studies by reference. Since the results are dependent on a given set of assumptions and data as of a specific date, there is a risk that emerging results may differ significantly, as actual experience differs from the assumptions.

When determining the Recommended Contribution, the total level dollar amortization is adjusted, if necessary, to be within a corridor of the 10-year and the 30-year amortization of the unfunded/(surplus) actuarial accrued liability. In addition, since the funded ratio on an actuarial basis prior to the plan change is 79.49%, the proposed plan change is amortized over 15 years

per the GMEBS funding policy. The amortization period may change depending on the funded ratio when the plan change is first reflected. If the actuarial funding ratio drops below 70%, the amortization period would be 10 years instead of 15. Alternatively, if the funding ratio grows above 80%, the amortization period would be 20 years.

Please note, for the fiscal year July 1, 2024 to June 30, 2025, GASB standards require that the plan's Net Pension Liability (NPL) be reported on the sponsoring employer's balance sheet. The standards require using the Entry Age Funding method and assets at market (rather than the projected Unit Credit method and smoothed assets which are used for determining contribution requirements). For the fiscal year ended June 30, 2025, we have calculated the NPL as $21,253,690. Inclusion of the proposed benefit improvement would increase this by an estimated $547,000.

This study was prepared in accordance with generally accepted actuarial principles and practices at the request of GMA to assist the City of Griffin in administering the Retirement Plan.

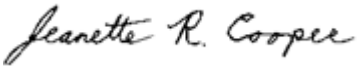
The actuarial calculations included in this study were performed under our direction. We are members of the American Academy of Actuaries and we meet the Qualification Standards of the American Academy of Actuaries to render the actuarial opinion herein. To the best of our knowledge, the information supplied in this study is complete and accurate. In our opinion, the assumptions as approved by the GMEBS Board of Trustees are reasonably related to the experience of and the expectations for the plan. In addition, in our opinion, the effect of the assumptions is expected to have no significant bias.

Segal actuarial valuation results are based on proprietary actuarial modeling software. The actuarial valuation models generate a comprehensive set of liability and cost calculations that are presented to meet regulatory, legislative, and client requirements. Our Actuarial Technology and Systems unit, comprised of both actuaries and programmers, is responsible for the initial development and maintenance of these models. The models have a modular structure that allows for a high degree of accuracy, flexibility and user control. The client team models and reviews test lives and results, under the supervision of the responsible actuary.

This document has been prepared for the exclusive use and benefit of GMA and the City of Griffin, based upon information provided by the GMA that was made available to Segal at the time this document was created. Segal makes no representation or warranty as to the accuracy of any forward-looking statements and does not guarantee any particular outcome or result. This document should only be copied, reproduced, or shared with other parties in its entirety as necessary for the proper administration of the plan. This document does not constitute legal, tax or investment advice or create or imply a fiduciary relationship. You are encouraged to discuss any issues raised with your legal, tax and other advisors before taking, or refraining from taking, any action.

If you have any questions or need additional information, please let us know.

Sincerely,



Jeanette R. Cooper, FSA, FCA, MAAA, EA
Vice President and Consulting Actuary



Malichi S. Waterman, FCA, MAAA, EA
Vice President and Consulting Actuary

City of Griffin
Benefit Study
Summary of Results

Description	Current Plan	$100 Officials Benefit Multiplier
Recommended Contribution as of January 1, 2025	$4,659,579	$4,659,579
Covered Payroll	$21,942,722	$21,942,722
% of Covered Payroll	21.00%	21.00%
Impact of Benefit Improvement		
Cost of Benefit Improvement	--	$83,053
% of Covered Payroll	--	0.37%
Total Plan Cost of Benefit Improvement		
$ Amount (Recommended Contribution + Cost of Benefit Improvement)	--	$4,742,632
% of Covered Payroll	--	21.37%
Funding Elements		
Mid-year Normal Cost with Expenses	$1,541,722	$1,568,812
Actuarial Value of Assets	$87,355,429	$87,355,429
Actuarial Accrued Liability	$109,896,043	$110,385,165
Unfunded Actuarial Accrued Liability	$22,540,614	$23,029,736
Funded Ratio on Actuarial Value of Assets	79.49%	79.14%
Market Value of Assets	$96,551,440	$96,551,440
Funded Ratio on Market Value of Assets	87.86%	87.47%

Fiscal year begins July 1, 2025.