AGENDA
Regular Scheduled Meeting
CITY OF GRIFFIN BOARD OF COMMISSIONERS
May 27, 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. Presentation of the proclamation for Georgia Municipal Court Clerks' Week 2025.

2. Presentation of proclamation for Pride Month 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.

3. Receive comments regarding the proposed budget for fiscal year beginning July 1, 2025 and ending June 30, 2026. *City Manager Jessica O'Connor will address*

CONSENT AGENDA

4. Consider purchase from Cogsdale, Sole Source, to provide software maintenance and upgrades to the Cogsdale Customer Management and Utility Billing System in the amount of $216,166.95. *Telecommunications Manager, Chris Sprayberry will address.*

5. Consider, on second reading, a proposed amendment to Code of Griffin, Chapter 6, Alcoholic Beverages. *Staff Attorney, Kelsey Carden, will address.*

6. Consider declaring as surplus Unit 1138, a 1997 Ford brick truck. *Director of Stormwater, Jeremy Kenway, will address.*

7. Consider purchase of multiple inventory items from Delta Municipal Supply, Sole Source, in the amount of $36,100.00 for the Water and Wastewater Department. *Director of Water and Wastewater, Brandon Lewis, will address.*

8. Consider a purchase order, as amended, for inspection of cranes and hoists at the Harry Simmons WTP and

the Still Branch WTP from All-Lift Solutions, LLC, single source, in the amount of $3,480.00 for the Water and Wastewater Department. *Director of Water and Wastewater, Brandon Lewis, will address.*

9. Consider purchase from CentralSquare, Sole Source, to provide software maintenance and upgrades to the CentralSquare Police Records Management System in the amount of $111,070.93. *Telecommunications Manager, Chris Sprayberry will address.*

REGULAR AGENDA

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

10. Consider minutes of the Griffin Board of Commissioners' Regular Meeting on May 13, 2025.

11. Consider a Task Order Form to the Master Services Agreement between the City of Griffin and LJA in the amount of $19,500.00 for civil engineering services of a water main replacement for the Hamilton Intersection Realignment project. *Public Works Director, Mariza Eller, will address.*

12. Consider an Intergovernmental Agreement with the Spalding County Water and Sewerage Facilities Authority for Wastewater Treatment Services. *Director of Water and Wastewater, Brandon Lewis, will address.*

13. Consider, on first reading, amending the Code of Ordinances of the City of Griffin, Chapter 50, Floods, Article III, Provisions for Flood Damage Reduction, Section 50-92. *Director of Stormwater, Jeremy Kenway, will address.*

14. Consider a change order for transfer station repairs in the amount of $24,500.00. *Solid Waste Director, Todd Ennis, will address.*

15. Consider a purchase agreement between the City of Griffin and Wesco Distribution, Inc. in an amount not to exceed $250,000.00 for the purchase of parts and materials necessary for the maintenance and repair of electric infrastructure. *Electric Director, Jennifer Freeman will address.*

16. Consider a Declaration of Excess Power and enter into Power Sales Agreement for excess power sale consisting of 3.961 MW for a term of 4 years, beginning January 1, 2026, through MEAG Power to the City of Robertsdale, Alabama. *Electric Director, Jennifer Freeman will address.*

17. Consider a resolution adopting updated Telecommunications rates for fiber internet and phone service based on a competitive cost analysis for the Griffin market for phone and internet services. *Telecommunications Manager, Chris Sprayberry, will address*.

18. Consider, on first reading, an ordinance amendment Sec. 2-189, Procurement of equipment, materials, and supplies, and Sec. 2-193, Contracts for public works construction. *Staff Attorney, Kelsey Carden, will address.*

19. Consider a settlement and Release in Full of All Claims for Property Damage in the amount of $4,561.68 for damage to a City Walk Sign/Pole at 335 N. 3rd Street. *Risk Manager, Greg Poole, 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:

Presentation of the proclamation for Georgia Municipal Court Clerks' Week 2025.

SPECIAL CONSIDERATIONS OR CONCERNS:

N/A

STAFF RECOMMENDATION:

N/A

FINANCIAL IMPACT:

N/A

Submitted By:
Susan Bartholomew

Meeting Date:
27/05/2025

Reviewed By:
Jessica O'Connor

ATTACHMENTS:
Municipal Court Clerks Week 2025.pdf

Proclamation

In Recognition of Municipal Court Clerks' Week
June 9-13, 2025

WHEREAS, Municipal Court Clerks play a significant role in ensuring that municipal courts preserve public safety and promote quality of life in the City of Griffin and local municipalities across the state; and

WHEREAS, the procedures for the City of Griffin Municipal Court operations are set forth by the Uniform Rules of Municipal Court and other laws of the State of Georgia**;** and

WHEREAS, more people come in contact with Municipal Court Clerks than all other city services combined and public impression of the Griffin judicial system is largely dependent upon the public's experience in municipal court; and

WHEREAS, Municipal Court Clerks have pledged to be ever mindful of their neutrality and impartiality, rendering equal service to all; and

WHEREAS, the City of Griffin Municipal Court is committed to the notion that our legal system is based on the principle that an independent, fair, and competent judiciary will interpret and apply the laws that govern us; Municipal Court Clerks act in a manner that promotes public confidence in the integrity and impartiality of the judiciary; and

WHEREAS, it is most appropriate that we recognize the accomplishments and significant role the Municipal Court Clerks play in preserving the public confidence, integrity and impartiality of the judiciary.

THEREFORE,
BE IT RESOLVED That in honor of Municipal Court Clerks' Week, the City Commission recognizes our Municipal Court Clerk and Assistant Clerks, and at the same time urges the citizens of the City of Griffin to support said Clerks and extend appreciation for the vital service they perform for our citizenry. We hereby declare that a copy of this Proclamation be spread upon the minutes of the proceedings of this Board, reflecting the Seal of the City of Griffin to be affixed on this, the day 27th of May in the year of our Lord two thousand and twenty-five, declaring the week of June 9-13, 2025, shall be proclaimed to be

Municipal Court Clerks' Week 2025

_____
Douglas S. Hollberg, Mayor

_____
Jessica W. O'Connor, City Manager

AGENDA ITEM SUMMARY

ITEM SUMMARY:

Presentation of proclamation for Pride Month 2025.

SPECIAL CONSIDERATIONS OR CONCERNS:

N/A

STAFF RECOMMENDATION:

N/A

FINANCIAL IMPACT:

N/A

Submitted By:
Susan Bartholomew

Meeting Date:
27/05/2025

Reviewed By:
Jessica O'Connor

ATTACHMENTS:
Pride 2025.pdf

Proclamation

Pride Month 2025

WHEREAS, The uprising at the Stonewall Inn in June 1969 sparked a liberation movement and a call to action that continues to inspire us to live up to our Nation's promise of equality, liberty, and justice for all. Pride is a time to recall the trials the Lesbian, Gay, Bisexual, Transgender, and Queer (LGBTQ+) community has endured and to rejoice in the triumphs of trailblazing individuals who have bravely fought, and continue to fight, for full equality; and

WHEREAS, The LGBTQ+ community in America has achieved remarkable progress since Stonewall. June has become a nationally recognized moment to celebrate and honor the way LGBTQ+ Americans have overcome adversity and enriched our society. Members of the LGBTQ+ community now serve in nearly every level of public office: in city halls and State capitals, in Governors' mansions and in the halls of the Congress.

WHEREAS, For all of our progress, there are many States in which LGBTQ+ individuals still lack protections for fundamental rights and dignity in hospitals, schools, public accommodations, and other spaces. Our nation was founded on the principle of equal rights for all people, and the City of Griffin strives to be a community where everyone is celebrated for our differences, rather than being limited by what might divide us.

NOW, THEREFORE BE IT RESOLVED,

that the Board of Commissioners of the City of Griffin does hereby proclaim June 2025 to be ***Pride Month 2025*** in the City of Griffin and urges all citizens to support efforts to promote equality and affirmation of the LGBTQ+ Community and to recognize and celebrate the many ways in which the LGBTQ+ community has contributed to the history, culture and social fabric of this nation of this City.

IN WITNESS

WHEREOF, I have hereunto set my hand and caused the Seal of the City of Griffin to be affixed on this 27th day of May 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 the proposed budget for fiscal year beginning July 1, 2025 and ending June 30, 2026.
City Manager Jessica O'Connor will address

SPECIAL CONSIDERATIONS OR CONCERNS:

Public notices have been displayed and published as required. The proposed budget has been available for public review and consideration since Friday, May 16, 2025 at 8 a.m.

STAFF RECOMMENDATION:

N/A

FINANCIAL IMPACT:

N/A

Submitted By:
Susan Bartholomew

Meeting Date:
27/05/2025

Reviewed By:
Jessica O'Connor

AGENDA ITEM SUMMARY

ITEM SUMMARY:

Consider purchase from Cogsdale, Sole Source, to provide software maintenance and upgrades to the Cogsdale Customer Management and Utility Billing System in the amount of $216,166.95. *Telecommunications Manager, Chris Sprayberry will address.*

SPECIAL CONSIDERATIONS OR CONCERNS:

The Cogsdale Customer Management System provides management for all City of Griffin Utility billing. The system controls multiple automated billing kiosks that operate 24/7 autonomously. The maintenance also includes Application Programing Interfaces (APIs) that receive data from Griffin's AMI platforms, Neptune360 and Itron. This data can then be accessed by the customer online through Silverblaze and in person through automated kiosks, both of which are maintained by Cogsdale. This maintenance will provide Griffin with software upgrades and security patches, as well as remote support for any issues that may arise with the software.

STAFF RECOMMENDATION:

Staff recommends approval.

FINANCIAL IMPACT:

The FY26 budget includes $224,813.62 for maintenance and support of the Cogsdale system.

Submitted By:
Gibb Cotton

Meeting Date:
27/05/2025

Reviewed By:
Jessica O'Connor

ATTACHMENTS:
Cogsdale Sole Source.pdf
AGENDA_ITEM_COGSDALE.pdf

CITY OF GRIFFIN
FY25 SOLE BRAND/SOLE SOURCE/ SINGLE SOURCE JUSTIFICATION

Request Type and Details (select one)

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

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

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

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

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

Cogsdale is the only vendor that can support the Cogsdale software

Supplier/Source Name/Address: **Cogsdale**

Supplier/Source Contact: **Kirk Crowder** **Phone:** **902-812-2835**

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

Maintain the software code to provide security patches for the Cogsdale software and provide end user support and bug fixes.

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

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

Cogsdale owns and maintains the proprietary code for the software

Requestor Information

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

Date of Request:	5/2/2025	Requestor:	gcotton		
Department:	ITC	Dept Accting Code:	1535	Phone:	x475

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

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

Griffin
Growing TOGETHER

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

AM 5/14/25

DATE: 5/14/25

FY26

FY25 Purchase Order No.
Bid/Quote No. COGMN 0000470A
Vendor No. 8109

Vendor Name & Address
Cogsdale
Attn: Kirk Crowder
62133 Collections Center Dr
Chicago, IL 60693-0621 USA
kcrowder@cogsdale.com
Ph: Fax:

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

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

ATTN: Gibb Ctton
Phone: 6786920386 Fax:

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

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

*Terms: Net 30 unless otherwise specified on PO

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

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

Description	Account Number	Quantity	UOM	Unit Price	Extended Totals
Cogsdale Yearly Maint. FY25 ✓	101 1535 52 2200 0000	1	ea	224,813.62	224,813.62
	- - - -				
	- - - -				
	- - - -				
	- - - -				
	- - - -				
	- - - -				
	- - - -				
	- - - -				
CAPITAL PROJECT #:	- - - -	enter debit/credit amounts in			
(DISTRIBUTION & $$)	- - - -	the extended totals column			

5-15-2025

COMMENTS: Inv. COGMN0000470A To be paid from FY26 budget

Totals: $ 224,813.62

SOLE SOURCE

FY25 Purchase Order

COG USE ONLY		COG USE ONLY
PRICING METHOD:		GIBB COTTON 5/14/2025
	Verbal / Phone	Dept / Requestor / Date
X	Email/Mail/Fax	ABC 5/15/25
	Bid / RFP #	Department Mgr / Date
Copy emailed to Supplier		City Manager / Date
Supplier Notified		

Purchasing / Date: Deborah M Gilbert 5.16.25
Finance Director / 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.

COGSDALE
A division of HARRIS

Invoice	**COGMN0000470A**
Date	**4/30/2025**
Page	**1 of 1**

Bill To

City of Griffin
Gibb Cotton
100 South Hill Street
Griffin, GA 30224
USA

Ship To

City of Griffin
Gibb Cotton
100 South Hill Street
Griffin, GA 30224
USA

Purchase order No	Customer ID.	Salesperson ID	Shipping Method	Payment Terms
	GRIF01	ELDRIDGEJ	LOCAL DELIVERY	Net 30

Ordered	Item Number	Description	Unit Price	Ext Price
1.00	NOTE	Reissue of COGMN0000470 without HCTC for period 07/01/2025 to 06/30/2026	US$0.00	US$0.00
1.00	PROP-CSM	GRIF100| CSM (QUO-1018): 7/1/2025 to 6/30/2026	US$77,412.51	US$77,412.51
1.00	PROP-CSM	GRIF101| CSM (1,000) Locations (QUO-4018): 7/1/2025 to 6/30/2026	US$1,559.34	US$1,559.34
1.00	PROP-CUSTWB	GRIF103| Customer Web: 7/1/2025 to 6/30/2026	US$10,827.38	US$10,827.38
1.00	TPM-FSTPTH	GRIF104| FastPath AD Configurator: 7/1/2025 to 6/30/2026	US$2,121.56	US$2,121.56
1.00	TPM-GP-CIS	GRIF105| Microsoft Dynamics GP Software: 7/1/2025 to 6/30/2026	US$39,691.33	US$39,691.33
1.00	SUBS REV	GRIF106| eOne - Popdock Business: 7/1/2025 to 6/30/2026	US$1,131.51	US$1,131.51
1.00	PROP-CSM	GRIF107| CSM (2,000) Locations (QUO-5779): 7/1/2025 to 6/30/2026	US$2,309.64	US$2,309.64
1.00	TPM-OTHER	GRIF108| Itron AMI Implementation (QUO-4742): 7/1/2025 to 6/30/2026	US$12,422.06	US$12,422.06
1.00	SUBS REV	GRIF109| QUO-6289 CSM Web API: 7/1/2025 to 6/30/2026	US$18,602.46	US$18,602.46
1.00	TPM-GP-CIS	GRIF102| 10 GP limited user licenses (QUO-4837): 7/1/2025 to 6/30/2026	US$3,196.47	US$3,196.47
1.00	PROP-CSM	GRIF110| CSM (1,000) Locations (QUO-8107): 7/1/2025 to 6/30/2026	US$1,771.66	US$1,771.66
1.00	PROP-CSM	GRIF111| Dynatouch Outdoor Free-Standing Kiosk: 7/1/2025 to 6/30/2026	US$8,773.14	US$8,773.14
1.00	SUBS REV-SBZ	GRIF112| SilverBlaze Yearly Subscription (QUO-06564): 7/1/2025 to 6/30/2026	US$44,994.56	US$44,994.56

Invoice Questions? Please call Ekta Kanani at 613-223-0581 OR e-mail ekanani@harriscomputer.com

Subtotal	US$224,813.62
Misc	US$0.00
Tax	US$0.00
Freight	US$0.00
Trade Discount	US$0.00
Total	US$224,813.62

CITY OF GRIFFIN
FY25 SOLE BRAND/SOLE SOURCE/ SINGLE SOURCE JUSTIFICATION

Request Type and Details (select one)

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

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

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

Cogsdale is the only vendor that can support the Cogsdale software

Supplier/Source Name/Address: **Cogsdale**

Supplier/Source Contact: **Kirk Crowder** **Phone:** **902-812-2835**

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

Maintain the software code to provide security patches for the Cogsdale software and provide end user support and bug fixes.

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

Cogsdale owns and maintains the proprietary code for the software

Requestor Information

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

Date of Request: 5/2/2025 Requestor: gcotton

Department: ITC Dept Accting Code: 1535 Phone: x475

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

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

AGENDA ITEM SUMMARY

ITEM SUMMARY:

Consider, on second reading, a proposed amendment to Code of Griffin, Chapter 6, Alcoholic Beverages. *Staff Attorney, Kelsey Carden, will address.*

SPECIAL CONSIDERATIONS OR CONCERNS:

Code of Griffin, Chapter 6, Alcoholic Beverages provides for the licensing and regulation of the manufacture, sale, and consumption of alcoholic beverages within the City of Griffin. Chapter 6 has not been substantively amended since 2017. The proposed amendments are intended to promote the health, safety, general welfare, and peace of our citizens through reasonable regulation and standards for licensees and consumers in order to ensure the responsible distribution, consumption, and use of alcoholic beverage.

The proposal presented for the Board's consideration was drafted using feedback from Commissioners, citizens, and licensees on various drafts of this proposal from September 2024 to Present. Most recently, feedback from citizens and licensees was provided at Town Hall Meetings held on April 9th, 10th, and 11th. Staff utilized feedback from these Town Hall Meetings to develop the final draft. This proposed amendment was then presented for discussion with the Board at a workshop on April 22nd.

Per Section 5 of the Ordinance, the amendment will become effective immediately upon adoption. However, businesses with an active 2025 alcohol license issued prior to adoption of this amendment shall have until November 1, 2025 to come into compliance with the following code sections: Sec. 6-42 (Inventory); Sec. 6-209 (Lighting; Visibility of Premises); and Sec. 6-230(e)-(g) (Bar Security Cameras).

All alcohol licenses issued or renewed after the adoption of the ordinance amendment shall comply fully and immediately with Chapter 6, as amended.

STAFF RECOMMENDATION:

Staff recommends approval.

FINANCIAL IMPACT:

License fees will increase as follows:

- Eating Establishment, Wine Tasting Room, and Hotel license for malt beverages and wine will increase from $500 to $750.
- Private Clubs & Fraternal Organizations license for malt beverages and wine will increase from $350 to $500. Their license for distilled spirits will increase from $1,000 to $1,500, but shall include malt beverages and wine as well.
- Alcohol beverage catering event permit will increase from $25 to $50 (per day, each event, three-day maximum).

The fines associated with citations for violations of Chapter 6 will all be increased to the maximum of $1,000 per violation.

Submitted By:

Kelsey Carden

Meeting Date:
27/05/2025

Reviewed By:
Jessica O'Connor

ATTACHMENTS:
FINAL REDLINE - Chapter 6 Alcohol Code Amendment 5.13.25.pdf
FINAL ORD - Chapter 6 Alcohol - May 2025 Amendment.pdf

Chapter 6 ALCOHOLIC BEVERAGES[1]

ARTICLE I. IN GENERAL

Sec. 6-1. Definitions.

The following words, terms and phrases, when used in this chapter, shall have the meanings ascribed to them in this section, except where the context clearly indicates a different meaning:

Alcohol means ethyl alcohol, hydrated oxide of ethyl, or spirits of wine, from whatever source or by whatever process produced.

Alcoholic beverage means and includes all alcohol, distilled spirits, beer, malt beverage, wine or fortified wine, intended for human consumption.

Art and Recreational Entertainment Establishment means a licensed retailer establishment, that is not a restaurant or a bar as defined by this Chapter, deriving at least twenty-six percent of its total annual gross sales from the sale of art/recreational activities and merchandise and/or food; having the principal purpose of offering art and recreational entertainment to the public, including live music, theatrical productions, art shop classes/education, comedians, and leisure activities; and wherein the sale of alcoholic beverages for on premises consumption is incidental to its primary enterprise and activity on the premises. The primary activity on the premises shall be family-oriented in nature, meaning a use which attracts a range of individuals from all age groups. Establishments for which the primary purpose is to provide a rental location for hosting entertainment, art events, music or theatrical shows, or other events, are specifically excluded from this definition. Bingo parlors, dance halls, night clubs, billiard parlors, skating arenas, adult entertainment and/or sexually related entertainment activities, event centers, banquet halls and similar uses are specifically excluded from this definition. Such establishments shall not be operated or conducted in conjunction with any other mercantile business, trade or profession, and may offer and sell only those items associated with its primary activity, in addition to food and beverages. Under this chapter, an Art and Recreational Entertainment Establishment may only be licensed to operate on premises located within a special entertainment district designated by the board of commissioners.

Art shop means a retail business devoted exclusively to providing art education that is limited to instruction in painting, sculpture and similar crafts and selling and displaying portraits, paintings, sculptures and similar art work and crafts. An art shop shall not allow activities that would cause the business to be an "adult entertainment establishment."

Authorized catered event means a function held at a location within the city for which an event permit has been issued in accordance with this section.

Commented [KC1]: Licensees should check their license to determine if they are licensed as a bar or an eating establishment as there are different applicable sections in this code. This classification is intended to replace "public club." The current definition of public club distinguishes it by defining it as "other than eating establishment or bar." This proportion of gross sales is intended to help further distinguish and allow for unique business types.

This will only be permitted in the special entertainment district. Alcohol consumption should be incidental to the primary business/activity (art shop, live music, theatrical productions, arcade, etc.)

[1]Ord. No. 17-12, § 1, adopted August 22, 2017, repealed the former Ch. 6, §§ 6-1—6-4, 6-31—6-57, 6-76—6-79, 6-101—6-103, 6-121—6-125, 6-151—6-154, 6-170, 6-176—6-188, 6-201—6-208, 6-226—6-231, and enacted a new Ch. 6 as set out herein. The former Ch. 6 pertained to similar subject matter and derived from Ord. No. 17-01, § 1, adopted Feb. 24, 2017.

Cross reference(s)—Businesses, ch. 26.

State law reference(s)—Georgia Alcoholic Beverage Code, O.C.G.A. § 3-1-1 et seq.

Bar means any premises at which a licensed retailer derives 75 percent or more total annual gross revenue from the sale of alcoholic beverages for consumption on the premises; serving food and providing live music entertainment is permitted but shall only be incidental to the primary business of serving alcoholic beverages for on-premises consumption. Under this chapter, a bar may only be licensed to operate on premises located within a special entertainment district designated by the board of commissioners.

Barrel means (a) as related to distilled spirits, 53 gallons; and (b) as relates to malt beverages, 31 gallons.

Bouncer means an individual primarily performing duties in a bar related to verifying age for admittance, security, maintaining order, or safety, or a combination thereof.

Brewer or *Brewery* means a manufacturer of malt beverages.

Brewpub means an eating establishment in which malt beverages are manufactured on the premises, subject to the barrel production limitation prescribed in O.C.G.A. § 3-5-36.

Bona fide private club means any nonprofit association organized under the laws of the state which:

(1) Has been in existence at least one year prior to the filing of its application for a license to be issued pursuant to this chapter;

(2) Has at least 75 regular dues-paying members;

(3) Owns, hires, or leases a building or space within a building for the reasonable use of its members, which building or space:

a. Has suitable kitchen and dining room space and equipment; and

b. Is staffed with a sufficient number of employees for cooking, preparing, and serving meals for its members and guests; and

(4) Has no member, officer, agent, or employee directly or indirectly receiving, in the form of salary or other compensation, any profits from the sale of alcoholic beverages beyond a fixed salary.

Brownbagging means the bringing, taking or carrying of any alcoholic beverage into a business lawfully operating within the city but not licensed for the consumption of alcoholic beverages on the premises, with the intent to consume such alcoholic beverage on the premises, or the taking of any alcoholic beverage into premises licensed for the sale of alcoholic beverages during such times the sale or consumption of such beverages is prohibited by law; provided that bringing an alcoholic beverage into a house, apartment, room or other unit designed for private residential occupancy for consumption by the residents and invited guests thereof shall not fall within this definition.

College campus means all buildings and grounds of any public or private technical school, vocational school, college, university, or other institution of postsecondary education.

Convenience store means a retail store carrying a limited selection of canned, packaged or prepared food and grocery items and at which gasoline may be regularly available for sale, provided that no service or mechanical work is performed on motor vehicles, and provided further that the minimum wholesale value of the inventory of food and grocery items maintained on the premises for sale to the public is no less than $15,000.00, exclusive of malt beverages and wine, tobacco products and candy.

Craft beer, as defined by the Brewers Association, Boulder, Colorado, the trade organization for the craft beer/microbrewing industry, are beers (a form of malt beverage) produced by a small, independent brewer who follows traditional brewing processes using select, sometimes non-traditional, ingredients to produce a distinctive product. Craft brewers produce very limited annual quantities, much less than traditional breweries which produce millions of barrels per year.

Dessert wine means a wine having an alcoholic strength of more than 14 percent alcohol by volume but not more than 24 percent alcohol by volume.

Commented [KC2]: Mirrors the state law definition for "bar." Licensees should check their license to determine if they are licensed as a bar or an eating establishment as there are different applicable sections in this code.

Commented [KC3]: The current code didn't not mention live music/entertainment, so some establishments were forced to use the public club designation when they were actually a bar. This helps correct that gap.

Commented [KC4]: The current code defines convenience store in the text, but did not include it in the definition section. The main change is the inventory of food and grocery items is being increased from $10,000 to $15,000, exclusive of malt beverages and wine, tobacco products, and candy.

Discount store means a discount or general merchandise store with retail floor space open to the public in excess of 9,000 square feet of which no more than 4 percent is devoted to the sale of alcoholic beverages.

Distilled spirits means any alcoholic beverage obtained by distillation or containing more than 21 percent alcohol by volume, including, but not limited to, all fortified wines.

Distiller means a manufacturer of distilled spirits.

Domestic winery means any winery, manufacturer, maker, producer, or bottler of wine located within this state.

Drug store means a retail store at which prescription drugs and medications are dispensed under the control of a licensed pharmacist, and which sells at retail various personal health-related items for which prescriptions are not required.

Eating establishment means an establishment open to the public which is licensed to sell distilled spirits, malt beverages, and/or wines for consumption on the premises and which derives at least 50 percent of its total annual gross food and beverage sales from the sale of prepared meals or food as its principal business purpose. In order to be licensed for consumption of alcoholic beverages on the premises under this chapter, eating establishments are expected to keep and maintain regular days and hours of operation, at least four days per week, as a convenience to the public, other than holidays, vacations, and periods when closed for repairs or remodeling. When determining the total annual gross food and beverage sales for eating establishments operating as a brewpub, barrels of malt beverages sold to licensed wholesale dealers, or packaged in bottles or growlers sold to the public for consumption off the premises, shall not be used.

Educational building shall mean only those state, county, city, church school buildings, or buildings at such other schools in which are taught subjects commonly taught in the common schools and colleges of this state and which are public schools or private schools as defined in O.C.G.A. § 20-2-690.

Food caterer means any person who prepares food for consumption off the premises where prepared and offers it, for hire, at an authorized catered event.

Fortified wine means any alcoholic beverage containing more than 21 percent alcohol by volume made from fruits, berries, or grapes either by natural fermentation or by natural fermentation with brandy added. The term includes, but is not limited to, brandy. Fortified wine is classified as a distilled spirit.

Fruit grower means any person who grows peaches, apples, pears, grapes, or other perishable fruits in this state and who manufactures distilled spirits from the perishable fruits grown in this state.

General-merchandise department store means a general merchandise or department store with retail floor space open to the public in excess of 9,000 square feet of which no more than 4 percent is devoted to the sale of alcoholic beverages.

Georgia farm winery means a domestic winery which makes at least 40 percent of its annual production from berries, fruits and grapes grown in the State of Georgia and which is directly licensed by the Commissioner of Revenue to manufacture wine in this state.

Grocery store shall mean a grocery retailer carrying a full selection of food and grocery items, including fresh produce and meats and having a minimum total retail floor space of 10,000 square feet of which at least 85 percent is reserved for the sale of food and other nonalcoholic beverage items.

Growler means a bottle, container or vessel, with a capacity of at least 32 ounces and not exceeding 64 ounces that is designed for and especially intended to be filled with a craft beer from a keg by a licensee, or employee of a licensee, holding an eating establishment, brewpub, hotel, or bar license for on premises consumption issued pursuant to this chapter, or a specialty package retailer. A refilled growler that has been properly sealed shall be considered an "unbroken package" for purposes of this chapter.

Commented [KC5]: The current code defines discount store in the text, but doesn't include it in the definitions section. This fixes that, and makes it easier to find.

Commented [KC6]: The current code defines drug store in the text, but doesn't include it in the definitions section. This fixes that, and makes it easier to find.

Commented [KC7]: Mirrors the state law definition for eating establishment. Licensees should check their license to determine if they are licensed as a bar or an eating establishment as there are different applicable sections in this code.

Commented [KC8]: The current code just referred to the state law. This incorporates the state law definition in OCGA 20-2-690 to make it easier to find/apply.

Commented [KC9]: The current code defines general merchandise store in the text, but doesn't include it in the definitions section. This fixes that, and makes it easier to find/apply.

Commented [KC10]: The current code defines grocery store in the text, but doesn't include it in the definitions section. This fixes that, and makes it easier to find/apply. This is the state law definition found in OCGA 3-3-21(a)(1)(B)

Hearing Officer means the attorney appointed by the Board of Commissioners to serves as the Griffin Municipal Judge sitting in an administrative judicial capacity for hearings on suspensions, revocations, and denials of alcohol licenses, applications, and renewals; provided, however, in the event of a conflict of interest for which the Griffin Municipal Court Judge must recuse himself, hearing officer shall mean the Griffin Municipal Court Associate Judge appointed by the Board of Commissioners.

Housing authority property shall mean any property containing 300 housing units or fewer owned or operated by a housing authority created by Article 1 of Chapter 3 of Title 8, the "Housing Authorities Law."

Hotel means any lodge, inn, or similar establishment which offers overnight sleeping accommodations to registered guests for hire, and at which one or more prepared meals or food are regularly served daily and consumed in one or more dining rooms, having an adequate and sanitary kitchen, such sleeping accommodations and dining rooms being conducted on the same premises; provided, however, "Short-term rentals," as defined in Sec. 22-240 of this Code, are explicitly excluded from this definition. ~~.~~ Hotels may grant franchises for the operation of an eating establishment and lounge on their premises, and the holder of such franchise shall be included in this definition of hotel. Lounges may be located separately from dining facilities in hotels provided there is a commonality of ownership of the eating establishment and lounge.

Licensed alcoholic beverage caterer means any Georgia retail dealer licensed, either for package sales or on-premises consumption of alcoholic beverages, who additionally holds a valid license from a county or municipality to sell distilled spirits, malt beverages, or wine for consumption off-premises at authorized catered events.

Lounge means a separate room adjacent to and under common ownership with an eating establishment in which alcoholic beverages may be sold by the drink for consumption on the premises. Except in the case of a bona fide private club or hotel, as defined in this section, a lounge shall be part of the eating establishment, as defined in this section, and shall be interconnected by a doorway opening into the dining area of the eating establishment.

Malt beverage means any alcoholic beverage obtained by the fermentation of any infusion or decoction of barley, malt, hops, or any other similar product, or any combination of such products in water, containing not more than 14 percent alcohol by volume and including ale, porter, brown, stout, lager beer, small beer, and strong beer. The term does not include sake, known as Japanese rice wine.

Manufacturer means any maker, producer, or bottler of an alcoholic beverage. The term also means:

(1) In the case of distilled spirits, any distiller engaged in distilling, rectifying, or blending any distilled spirits;

(2) In the case of malt beverages, any brewer; and

(3) In the case of wine, any vintner.

Person means any individual, company, corporation, association, partnership, or other legal entity.

Powdered alcohol means a powdered or crystalline substance that contains any amount of alcohol for direct use or reconstitution.

Premises, when used in conjunction with package sales, means the floor space on and from which the package sale of alcoholic beverages is conducted; when used in conjunction with a lounge, eating establishment, art and recreational entertainment establishment, brewpub, or bar ~~a lounge or restaurant~~, it means that floor space on and from which the sale of alcoholic beverages by the drink for consumption on the premises is conducted.

Prepared meals or *food* means a meal cooked or prepared on the premises of the eating establishment according to the order of the customer, while seated at a table, in a booth, at a counter or bar, and primarily intended for consumption on the premises where prepared.

Proper identification means any document issued by a government agency containing a description of the person and such person's photograph, and giving the person's date of birth; proper identification includes, but is

Commented [KC11]: The current code requires that the hearing officer be appointed by the chairperson on the Board, but we no longer have that type of government. It requires them to be a "disinterested" attorney but doesn't define what that means. To ensure efficiency, this change would make the municipal judge the hearing officer, and if he has a conflict, the associate judge appointed by the Board would serve.

Commented [KC12]: The current code uses this term and references state law, but it did not have it defined in our definitions. This incorporates the state definition for easy reference.

Commented [KC13]: There is a conflict between the hotel definition in alcohol code (taken from state law) and in our short term rental code. This distinguishes short-term rentals from hotels.

not limited to, a passport, military identification card, driver's license, or identification card issued under O.C.G.A. §§ 40-5-100 through 40-5-104. Proper identification shall not include a birth certificate.

~~*Public club* means an establishment, other than an "eating establishment" or a "bar" as defined in this chapter, having the principle purpose of offering live music, dancing, theatrical productions or comedians, and at which the consumption on-premises of alcoholic beverages is incidental. A public club shall not be operated or conducted in conjunction with any other mercantile business, trade or profession, and may offer and sell only those items commonly associated with such establishments.~~

Retail consumption dealer means any person who sells, at retail only to consumers and not for resale, distilled spirits, wine or malt beverages for consumption on the licensed premises.

Retail package dealer means any person engaged in selling, at retail only to consumers and not for resale, any distilled spirits, wine or malt beverages in unbroken packages intended for carryout or consumption off the licensed premises.

School building or school grounds shall mean shall mean only those state, county, city, church school buildings, or buildings at such other schools in which are taught subjects commonly taught in the common schools and colleges of this state and which are public schools or private schools as defined in O.C.G.A. § 20-2-690

Special entertainment district means the area or areas of the city, designated by the board of commissioners, in which bars, art and recreational entertainment establishments,~~public clubs~~, specialty package retailers, and domestic farm winery tasting rooms are an acceptable land use, as designated on a map labeled "special entertainment district," set forth in section 6-58 of this Code, and by reference, made a part hereof as if fully set out herein, including all properties fronting on any streets forming the boundaries of such district(s) and facing toward the district. For purposes of authenticity, the current map of the special entertainment district shall be signed and dated by the mayor and made available for inspection upon request, in writing, delivered to the city manager; all future revisions to said map shall be enacted by ordinance and authenticated as provided herein.

Specialty package retailer means a licensee under this chapter, operating from a fixed premise within the special entertainment district of the city, that may offer to the public package retail sales of craft malt beverages (beer) and/or wine(s) only, provided at least 50 percent of the floor space is dedicated to the retail sale of gourmet food items (not intended for consumption on the premises, such as a butcher shop and/or delicatessen meats, cheeses, breads and bakery items, and condiments) and related items or accessories, such as cooking and serving utensils, vessels and kitchen equipment, party or entertainment-related items (cups, plates, napkins, etc.) and beer and/or wine-making equipment and ingredients. Licensees may also sell unique marketing items, such as imprinted logo tee-shirts and hats.

Table wine means a wine having an alcoholic strength of not more than 14 percent by volume.

Tasting room means an outlet for the promotion of a manufacturer's product by providing samples of such product to the public on the premises where manufactured, or on premises adjacent thereto under common ownership, and for the sale of such product at retail for consumption on the premises and for sale in closed packages for consumption off the premises. Samples can be given free of charge or for a fee. Offsite tasting rooms of a domestic farm winery may only be located within a special entertainment district designated by the board of commissioners.

Vintner means a manufacturer of wine.

Wholesaler means any person who sells alcoholic beverages to other wholesale dealers, to package dealers, or to on-premises consumption dealers.

Wine means any alcoholic beverage containing not more than 21 percent alcohol by volume made from fruits, berries, or grapes either by natural fermentation or by natural fermentation with brandy added. The term includes, but is not limited to, all sparkling wines, champagnes, combination of such beverages, vermouths, special natural wines, rectified wines, and like products. The term does not include cooking wine mixed with salt or other

Commented [KC14]: Removing and replacing with art and recreational establishments with a more applicable definition.

Commented [KC15]: The current code references this definition taken from state law, but it did not include it in the definitions. This incorporates the state's definition for easy reference and application.

ingredients so as to render it unfit for human consumption as a beverage. A liquid shall first be deemed to be a wine at that point in the manufacturing process when it conforms to the definition of wine contained in this section.

(Ord. No. 17-12, § 1, 8-22-2017; Ord. No. 22-06, § 1, 8-9-2022)

ARTICLE II. PURPOSE AND INTENT; VIOLATIONS.

Sec. 6-2. Purpose of chapter.

This chapter is enacted in furtherance of the police powers of the city to promote the health and general welfare of its citizens; to regulate and control by licensing the manufacturing and sale of malt beverages, wine, and distilled spirits, either at wholesale or retail, for consumption on the premises or by the package for off-premises consumption; to establish reasonable regulations and ascertainable standards for licensees and consumers which will ensure responsible consumption and use of alcoholic beverages and protect the public peace; to protect schools, churches, and residential areas from the negative secondary effects attributable to establishments that sell malt beverages, wine and distilled spirits; and to ensure that only qualified persons obtain licenses for the sale, manufacture, or distribution of malt beverages, wine and distilled spirits.

(Ord. No. 17-12, § 1, 8-22-2017)

Sec. 6-3. Compliance with chapter.

No person shall distribute or sell, or offer for sale, any alcoholic beverages at wholesale, by the package, or for consumption on the premises, within the city without first having complied with the licensing provisions of state law and this chapter. No person licensed or issued a permit pursuant to this chapter shall use powdered alcohol as an alcoholic beverage or use powdered alcohol to create an alcoholic beverage.

(Ord. No. 17-12, § 1, 8-22-2017)

Sec. 6-4. Violations; penalty.

It is unlawful for any person knowingly and intentionally to violate any prohibition contained in this chapter. Any person found guilty of or entering a plea of guilty or nolo contendere to a violation of this chapter, shall, upon conviction thereof, be punished as provided in section 1-12, or as otherwise provided by this Chapter. Any violation of this chapter by a person licensed or issued a permit pursuant to this chapter shall constitute grounds for the suspension and revocation of any and all such licenses and permits issued to such person.

(Ord. No. 17-12, § 1, 8-22-2017)

Secs. 6-5—6-30. Reserved.

ARTICLE III. LICENSES; QUALIFICATIONS; LOCATION RESTRICTIONS; SUSPENSION AND REVOCATION OF LICENSES

Sec. 6-31. Required.

(a) No person shall engage in the manufacture, sale or distribution of alcoholic beverages in the city without first having obtained a license therefor, provided that wholesalers and distributors maintaining no fixed place of business, warehouse or other facility in the city and possessing a valid state license may make sales and deliveries to licensed retail package dealers and licensed retail consumption dealers without obtaining a city license.

(b) Except as specifically authorized in this chapter, no person licensed for the sale of a particular class of alcoholic beverages may sell other class of alcoholic beverage without first obtaining the required license therefor; provided, however, a person licensed to sell distilled spirits for on-premises consumption shall be authorized to serve malt beverages and wine, without obtaining a separate license, during the same hours as are permitted under this chapter for the serving of distilled spirits by the drink.

(c) A retail consumption dealer may also sell beer or wine (but no packaged distilled spirits) by the unbroken package for carryout purposes only, without obtaining a separate license, provided, such package sales shall not be made on any day or at any time when the sale of package beer and/or wine for carryout purposes is otherwise prohibited by law, or from any location (licensed premises) which is within distances to grounds or buildings where the package sale of alcoholic beverages for carryout purposes is otherwise prohibited by law. Floor space within the licensed premises for packaged beer or wine shall not exceed ten percent of the area designated for sale and consumption on the premises. The sale of beer or wine by the package for off-premises consumption shall not be used in calculating the total annual gross food and beverage sales for an eating establishment. A brewpub licensee shall not be prohibited from selling wine and malt beverages by the package for consumption off the premises. A retail consumption dealer shall not sell distilled spirits by the package at any time.

(d) Any eating establishment which is licensed to sell wine for consumption on the premises may permit a patron to remove one opened bottle per patron for consumption off the premises if the patron has purchased a meal and consumed a portion of the bottle of wine with such meal on the eating establishment's premises. The partially consumed bottle of wine shall be recorked or securely resealed by the licensee or its employees and placed in a bag or other container, with a dated receipt for the wine and meal attached to the container. If the licensee charges a recorking fee, such fee shall not exceed $3.00 per bottle of wine. If transported in a motor vehicle, the container with the resealed bottle of wine shall be placed in a locked glove compartment, a locked trunk, or the area behind the last upright seat of a motor vehicle that is not equipped with a trunk.

(e) The license to manufacture distilled spirits in this state shall include the right to sell up to 500 barrels of distilled spirits per year produced at the distiller's license premises to individuals who are on such premises for (1) consumption on the premises; and (2) consumption off the premises, provided that such sales for consumption off the premises shall not exceed a maximum of 2.250 milliliters of distilled spirits per customer per day.

(f) The license to manufacture malt beverages shall include the right to sell up to 3,000 barrels of malt beverages per year produced at the brewer's licensed premises to individuals who are on such premises for (1) consumption on the premises, and (2) consumption off the premises, provided that such sales for consumption off the premises shall not exceed a maximum of 288 ounces of malt beverages per consumer per day.

(g) The license to manufacture wine by a Georgia farm winery shall include the right to offer wine samples and to make retail sales of its wine and the wine of any other Georgia farm winery in a tasting room on the premises of the winery, or on property located contiguous to the farm winery and owned by the farm winery, for consumption on the premises and in closed packages for consumption off the premises; provided, however, the commissioner of revenue may authorize a vintner to establish up to five additional

locations in this state for off-site tasting rooms, and to ship and sell in bulk or in bottles, its wines. Limitations on the quantities and terms of sale shall be established by state law.

(Ord. No. 17-12, § 1, 8-22-2017)

Sec. 6-32. Classification.

Licenses issued under this chapter are classified as follows:

(1) *Manufacturer:* Distillery/brewery/brewpub*/winery.

(2) *Wholesaler:* Malt beverages/wine.

(3) *Wholesaler:* Distilled spirits.

(4) *Eating establishment:* On-premises consumption: malt beverages.

(5) *Eating establishment:* On-premises consumption: wine.

(6) *Eating establishment:* On-premises consumption: distilled spirits.

(7) ~~*Public club/b*~~*Bar:* Malt beverages/wine.**

(8) ~~*Public club/b*~~*Bar:* Distilled spirits.**

(9) Art & Recreational Entertainment Establishment: Malt beverages/wine.**

(10) Art & Recreational Entertainment Establishment: Distilled spirits.**

(11~~9~~) *Hotel:* Malt beverages/wine.

(12~~0~~) *Hotel:* Distilled spirits.

(13~~1~~) *Retail package:* Malt beverages/wine.

(14~~2~~) *Retail package:* Distilled spirits.

(15~~3~~) *Retail package:* Specialty package retailer.**

(16~~4~~) *Private clubs:* Malt beverages/wine.

(17~~5~~) *Private clubs:* Distilled spirits.

(18~~6~~) *Alcohol beverage caterer:* Malt beverages/wine.

(19~~7~~) *Alcohol beverage caterer:* Distilled spirits.

(20~~18~~) *Fraternal organization:* Malt beverages/wine.

(21~~19~~) *Fraternal organization:* Distilled spirits.

(22~~0~~) *Ancillary tasting.****

*Brewpub license shall only issue in conjunction with on-premises consumption license for an eating establishment and shall be governed by the provisions of this article pertaining to on-premises consumption licensees.

**License shall only issue for location within special entertainment district as defined in this chapter.

***License issued only for establishments licensed for retail consumption of alcoholic beverages, including brewpubs, or retail package sales of malt beverages and/or wine only.

(Ord. No. 17-12, § 1, 8-22-2017)

Commented [KC16]: Replaces public club with art and recreational establishments

Sec. 6-33. Qualifications of applicants.

(a) No license shall be granted under this chapter to any applicant who is not a citizen or resident legal alien of the United States possessing proper authorization to own a business; provided, however, except for a retail dealer's license for distilled spirits, residency by an applicant shall not be a requirement if the applicant designates a resident of the city, Spalding County, or county bordering Spalding County who shall manage the business operated under the license and be responsible for any matter relating to the license. As required by state law, an applicant for a retail dealer's license for the sale of distilled spirits in unbroken packages must be a bona fide resident of Georgia residing for at least 12 months in a county where the sale of distilled spirits is not prohibited, as evidenced by the certificate of the probate court of the county of the applicant's residence. Residency requirements shall be met continuously during the term of the license.

(b) All applications shall be in the name of the person(s) who will own and operate the licensed establishment, unless a business entity duly formed and in good standing or unless otherwise provided herein.~~.~~

(c) Business entities registered with the Secretary of State (corporations, limited liability companies, limited liability partnerships, trusts, estates, etc.) shall apply for a license in the legal name of the entity, and the license shall be issued in the name of such entity; provided, however, an agent of the licensee entity shall be identified. Applicants shall attach to the application a certificate showing compliance with the annual registration requirements from the Secretary of State~~, corporate division,~~ and showing the name and address of a registered agent for service within the state. ~~In the case of closely-held corporate applicants, the majority stockholder must meet the requirements of individual applicants under this subsection at the time application is made and at all times during which the license is in effect.~~ Where the applicant is a corporation or other business entity, an agent involved in the active management of the business to be licensed, as designated by resolution, shall meet the requirements of individual applicants under this subsection at the time application is made and at all times during which the license is in effect.

(d~~c~~) General partnerships shall apply for a license in the name of one of the partners, who is a resident of this state, and the license shall be issued in the name of all partners of the partnership. If the applicant is a partner in a partnership, the requirements of this section shall apply to all partners at the time of application, and at all times during which the license is in effect.

(e~~d~~) A fraternal organization shall be permitted to apply for a license in the name of any qualified officer of the organization designed by resolution or other official documentation of the organization.~~.~~

(f~~e~~) In addition to meeting all qualifications for a license under state law, all applicants for licenses, whether original or renewal, must attach to their applications evidence of their good character. In addition to meeting state qualification standards, no license, whether original or renewal, shall be issued to any person, partnership, corporation, or other business entity organized for pecuniary gain if any individual having an interest either as owner, partner~~, or~~ stockholder, or member, directly or indirectly, beneficial or absolute~~, or such person's spouse,~~ shall have:

(i) ~~b~~Been convicted of or shall have taken a plea of guilty or nolo contendere to any misdemeanor crime of moral turpitude within the last five (5) years or any felony within ten years immediately prior to the filing of the application; or

(ii) Been convicted of or shall have taken a plea of guilty or nolo contendere to any crime involving violation of the ordinances of the city relating to the use, sale, manufacture, distribution, taxability or possession of beer, wine, or distilled spirits or violations of the laws of the state and federal government pertaining to the manufacture, possession, transportation, use, or sale of beer, wine, or intoxicating liquors, or taxability thereof within ten years immediately prior to the filing of the application; ~~within ten years immediately prior to the filing of the application of~~

Commented [KC17]: The current code already requires that an agent of a business entity actively involved in management meet the requirements for individual applicants. This just clarifies that they must identify the agent. We also remove the stricter requirements for corporations—rather than requiring a majority shareholder to meet requirements, we make it the same for all business types (an agent involved in active management).

Commented [KC18]: We just require some official documentation from the fraternal organization stating who is allowed to pull/apply for the license. If this changes, we need updated documentation.

Commented [KC19]: The current code imposes these limits on ANY person having an INTEREST in the business. However, this has not been enforced in the past. The City intends to enforce it now. Applications will include an affidavit where they list all persons with an interest, and will certify that these individuals have not been convicted of any of the following which would make the business ineligible for a license. However, only the applicant's agent (who shall be involved in active management of the business) is required to submit to the background check, provided that we can require other interested business owners to submit to a background check if we have concerns.

Commented [KC20]: The current code would not allow for an alcohol license if any person with an interest in the business OR THEIR SPOUSE was convicted of a felony in the last ten years. This removes the spouse limitation. However, we have added elsewhere that if an application is denied, the spouse cannot be substituted as the applicant.

Commented [KC21]: This is the current code (see subsection (ii) below), but we are simply reorganizing it to make it easier to understand. This is not a change with regard to felonies. We have, however, modified the ban on licenses for people convicted of a misdemeanor in the last five years to misdemeanors for crimes of moral turpitude.

Commented [KC22]: Although we are removing the limitations for applicants with a general misdemeanor within the last five years, ANY crime (felony or misdemeanor) in the last 10 years involving crimes related to alcohol will also be grounds for denying an application.

~~any felony, or within five years immediately prior to filing of the application of any misdemeanor, except non-moving traffic violations;~~

~~p~~Provided, however, the city manager shall have discretion to consider extenuating circumstances which may reflect favorably on the applicant and may grant a probationary license with conditions.~~waive any misdemeanor conviction, based upon its factual circumstances, which does not reflect adversely on the applicant's good character~~to grant a probationary license with conditions. The restrictions of this subsection as to stockholders shall apply only to stockholders of closely-held corporations and to stockholders of publicly-traded corporations who hold in excess of ten percent of outstanding stock.

(g) If an application or renewal application was denied, or if a license was revoked, the spouse of the applicant cannot qualify as a new applicant within a period of one year from application denial, nonrenewal, or revocation of a previous license. Likewise, if an application or renewal application was denied, or if a license was revoked, the partner, stockholder, or member of the original applicant's business or any person who has acquired the original applicant's business other than through a bona fide sale, cannot qualify as a new applicant within a period of one year from application denial, nonrenewal, or revocation of a previous license; provided, however, the City manager shall have discretion to consider extenuating circumstances which reflect favorably on the substituted partner, stockholder, or member and may grant a probationary license with conditions. The burden is upon the party seeking the license to prove that the sale of the business was bona fide.

(h) A license application may be denied to any applicant where it appears that the applicant would not have adequate financial participation in the proposed business to direct and manage its affairs, or where it appears that the application is intended to be a mere surrogate for a person or persons who would not otherwise qualify for a license for any reason whatsoever.

(~~if~~) On-premises consumption licenses shall be issued only to applicants who meet the definition of a hotel, eating establishment, Georgia farm winery tasting room, ~~public club,~~bar, art and recreational entertainment establishment, fraternal organization, or bona fide private club. In addition to sales of its own malt beverage brewed on the premises, the holder of a brewpub (manufacturer) license shall separately be licensed as an eating establishment and hold retail consumption licenses for distilled spirits, malt beverages and wine, purchased from licensed wholesalers, and an ancillary tasting license.

(~~jg~~) All licenses issued pursuant to this article shall expire on December 31 of each year. ~~and a~~Applications for renewal shall be made annually on or before November 1.~~.~~ Applicants for renewal licenses must meet all qualifications of applicants for original licenses. Licenses in suspension on the date of expiration shall not be subject to renewal until the terms of the suspension have been lifted.

(Ord. No. 17-12, § 1, 8-22-2017)

Sec. 6-34. Application submission; basic information.

(a) ~~(a)~~Every applicant for a license under this chapter shall make written application to the city manager on forms furnished by the city. The applicant shall answer all questions on the application truthfully, under oath, and shall supply all information and furnish all certificates, affidavits, bonds and other supporting data or documents as required by this chapter. No application shall be deemed complete unless accompanied by all required documentation, a set of the applicant(s)' fingerprints, which shall be promptly submitted to the Georgia Bureau of Investigation, pursuant to O.C.G.A. § 3-3-2(c), and payment of the requisite fees. Required documentation includes, but is not limited to, the following:

(i) Initial/renewal application on form(s) provided by the City;

(ii) Business entity information affidavit;

Commented [KC23]: The current code only allows the city manager to waive misdemeanor convictions. This allows the city manager discretion to consider other facts/circumstances and specifically allows the issuance of a probationary license with conditions.

Commented [KC24]: We removed the felony/misdemeanor limit for spouses of applicants and persons interested in the business. However, we are adding this provision so that the spouse cannot be substituted as agent if the application was denied. The same will apply for other business partners/people interested in the business; provided that the City Manager can meet with the substituted applicant/member/shareholder to hear their circumstances and may grant a probationary license in her discretion.

Commented [KC25]: This is intended to prevent the use of a party unrelated to the business to qualify for a license. The agent for the applicant business should be involved in the active management of the business.

Commented [KC26]: Under the current code, the application had to be submitted by Nov. 1st, but they fees were not considered "late" until after the 1st of the year. This would require the license fee to be paid at the time the application is submitted. There is a provision for the return of the license fee, less the $150 application fee, if the application is denied.

Commented [KC27]: Almost all of this documentation is already required; however, the alcohol code can be confusing, so this is supposed to be a list to help applicants know what they need to gather.

(iii) Licensee oath and affirmation statement;

(iv) Licensee investigation authorization and privacy statement acknowledgment;

(v) Applicant(s) fingerprints;

(vi) Planning and zoning compliance certification from Planning & Development Services, including a Certificate of Occupancy or Certificate of Completion, as applicable, and fire marshal statement as to use, occupancy type, capacity, and sufficiency of fire suppression system(s);

(vii) Certification of compliance with security camera system requirements of this Chapter from City of Griffin Chief of Police, or designee, as applicable;

(viii) Balance sheet of proposed capitalization of business and its source;

(ix) Sworn inventory statement, as applicable;

(x) Scale drawing of premises as required by Sec. 6-35 of this Chapter;

(xi) Real property owner information and lease, as applicable;

(xii) Copies of all ATT-17 Personnel Statements provided to the state;

(xiii) Articles of incorporation or organization, operating agreements, or other business organization documents, as applicable;

(xiv) All other records, documents, information, or data as may be requested by the City Manager, Chief of Police, or other City officer or designee.

(b) Each application shall state the name and address of each applicant; the place where the proposed business is to be located; and the type(s) of license(s) applied for. The application shall also contain a beginning balance sheet showing the proposed original capitalization of the business and its source. If an applicant is a corporation or other business entity, the application shall state the names of all officers and owners of the entity and the percentage ownership of each. If the applicant is a partnership, the application shall state the names of all partners therein, whether general or limited. All applications shall include the names of all persons that have or will have a direct or indirect beneficial interest in the business for which the license is sought. Each application shall also contain such additional information as the city manager prescribes, shall be verified as true by the applicant before a notary public, and shall be accompanied by payment of the requisite fee(s) for the type(s) of licens(s) applied for. All license fees include a nonrefundable application fee of ~~deposit of~~ $150.00 to cover the cost of investigating the applicant and processing the application. If the application is denied ~~granted~~, the license fee paid when the application was submitted shall be refunded less the nonrefundable application fee. ~~shall apply against the initial license fee.~~

(Ord. No. 17-12, § 1, 8-22-2017)

Commented [KC28]: This is new. While the fire marshal has always had to sign off on the fire issues, the current code only required proof of a CO and did not account for properties that had to be rehabilitated/altered. This accounts for that by requiring a statement that lists the use, occupancy type, capacity, sufficiency of fire suppression; it also accounts for rehabs by requiring a CC if that is applicable.

Commented [KC29]: This is new. It is intended to connect to the requirings for security cameras elsewhere in the code amendment; however, it is "as applicable" so restaurants would not be required to submit this.

Commented [KC30]: Intended to reflect who the current owners/interest holders are in the business to enforce the application/license requirements.

Commented [KC31]: Emphasizes that the license fee is due at the time the application is submitted and it will not be considered complete unless the fee is paid. Prior to this, the $150.00 application fee was considered a non-refundable deposit. Now, if the application is denied, the license fee is returned less this nonrefundable fee.

Sec. 6-35. Distance prohibitions.

(a) In order to demonstrate a location meets all distance prohibitions imposed by state law, each application shall be accompanied by a scale drawing of the premises for the proposed business, showing its location with respect to all streets within 800 feet in every direction. The front door or main entrance of the proposed location shall be the center point of a circle, having a radius of 600 feet. Such drawing shall also depict the distance from the premises to each church building, school building, educational building, school ground, college campus, governmentally owned and operated alcohol treatment center and housing authority property within the circumference of the circle. Applications for package dealers in distilled spirits shall also

show the distance to the nearest distilled spirits package dealer therein, if any. All such distances shall be measured by the most direct route of travel on the ground.

(b) Licensees for the retail sale of alcoholic beverages for consumption on the premises shall not be subject to regulation as to distances from churches, schools, and colleges, but shall meet state distance requirements from governmentally owned and operated alcohol treatment centers and housing authority property as set forth in O.C.G.A. § 3-3-21~~;, provided, however, licensees for the retail sale of alcoholic beverages for consumption on the premises located within prohibited distances from churches, schools, and colleges shall not sell any malt beverages or wine by the sealed package for carryout purposes.~~

(c) Licensees for retail sale packages of alcoholic beverages for consumption off the premises shall be subject to the state distance requirements from college campuses; provided, however, grocery stores licensed for the retail sale of only wine and malt beverages for consumption off premises shall not be subject to regulation as to distance from school buildings or college campuses.

(Ord. No. 17-12, § 1, 8-22-2017)

Commented [KC32]: These are state law requirements. This just cross references that state law in the event it changes.

Commented [KC33]: Our current code is actually more strict than state law and prohibited on-premises consumption dealers from selling beer and wine by the sealed package if they were within these distances from churches, schools, and colleges. This removes that prohibition and would allow for this. This makes logical sense considering the state law also allows for mixed drinks/recorked wine to go.

Commented [KC34]: This incorporates the language in OCGA 3-3-21 which specifically states that nothing shall prevent grocery stores from selling within 100 yards of a school building or college campus if we permit it. This permits that.

Sec. 6-36. Review of application.

In reviewing an application under this chapter, the city manager may utilize the chief of police and other city officials with respect to matters within their areas of expertise. All applicants shall furnish such additional data, information and records as may be requested of them by the city manager, chief of police or other city officer such as would be useful in determining whether to approve or reject such application. Copies of all form ATT-17, Personnel Statements, filed with the state shall be submitted with the application. By filing an application, the applicant agrees to produce for oral interrogation any person who is to have a beneficial interest in the business for which the license is sought or who is to be employed by such business. The failure to provide requested data, information and records or to make those persons specified available for interrogation within a reasonable time shall be grounds for denial of an application.

(Ord. No. 17-12, § 1, 8-22-2017)

Sec. 6-37. Ownership of premises.

Unless the applicant under this chapter will own the premises from which the business will be conducted, the application shall also disclose the name of every person owning a beneficial interest in the premises and shall state the amount of rental to be paid, the manner in which the rental is to be determined, and to whom and at what intervals the rent is to be paid. The applicant shall also attach a copy of the proposed lease with the verified statement of the applicant that such lease contains the entire agreement between the parties. No license shall be issued to an applicant who leases premises under a variable rent system whereby the landlord shares in the profits from the business.

(Ord. No. 17-12, § 1, 8-22-2017)

Sec. 6-38. Limitations on interest in licenses.

No person shall have, own or enjoy any ownership interest in, share in the profits from, or otherwise participate in the business of any alcoholic beverage license unless a full description of such interest shall have been furnished to the city at the time of making application for the license. It shall be the continuing duty of an alcoholic beverage licensee to report to the city manager, in writing, within ten days, any change in any interest in such licensee's business. Failure to report to such change in interest shall be grounds for suspension or revocation of the license. Under the de minimis concept, a person who owns less than ten percent of the shares of a

corporation whose stock is publicly traded shall not, on the fact of stock ownership alone, be deemed to have a beneficial interest in a license held by a corporation.

(Ord. No. 17-12, § 1, 8-22-2017)

Sec. 6-39. Sale, distribution and other dealing in alcoholic beverages within the city by officials and employees; exemptions.

(a) No member of the board of commissioners holding or having a beneficial interest in any alcohol license issued by the city shall vote or participate in the consideration of any action affecting such alcohol license issued by the city. For purposes of this section, a member shall be deemed to have or hold a beneficial interest if the license is issued in the name of the person's spouse, child, parent or sibling, or in a partnership, ~~or~~ corporation, or other business entity in which such person owns more than ten percent controlling interest.

(b) No officer or employee of the city, whose official duties involve issuance and regulation of alcoholic beverage licenses or the enforcement of alcoholic beverage laws, shall hold any interest, direct or indirect, in any alcoholic beverage license issued by the city or in any establishment licensed by the city to engage in the sale or distribution of alcoholic beverages. The city manager, upon advice and consent of the board of commissioners, may exempt officers and employees of the city from the provisions of this section, upon written finding that such officer or employee's involvement, direct or beneficial, in any business licensed by the city to engage in the sale or distribution of alcoholic beverages would pose no conflict of interest or interference with the performance by the officer or employee of his official duties for the city.

(c) No officer or employee of the city shall be permitted to engage in employment with any person, firm, ~~or~~ corporation, or other business entity licensed by the city to sell or distribute alcoholic beverages. The city manager may, in writing, exempt those officers or employees from the prohibition of this section, upon finding that such employment would pose no conflict of interest or interference with the performance by the officer or employee of his official duties for the city; provided, however, no certified police officer shall be permitted employment by any establishment that deals in alcoholic beverages without first obtaining the written consent of the chief of police.

(Ord. No. 17-12, § 1, 8-22-2017)

Sec. 6-40. Standard for new license at existing location.

An application for a new alcoholic beverage license for an existing licensed location shall be subject to all the requirements for the granting of an original application for a new license.

(Ord. No. 17-12, § 1, 8-22-2017)

Sec. 6-41. Location restrictions for wholesalers' and manufacturers' licenses.

With the exception of a brewpub licensed in conjunction with an eating establishment, no manufacturer's or wholesaler's license under this chapter shall be issued except for premises located within an industrial zoning classification or within the Central Business District (CBD) zoning classification, and meeting all requirements of the city zoning and developmental ordinances.

(Ord. No. 17-12, § 1, 8-22-2017)

Sec. 6-42. Location restrictions for package sales; Inventory requirements.

(a) Retail package sales of distilled spirits shall be conducted only in package stores with a minimum wholesale inventory value of $~~50~~75,000.00.

(b) Except as allowed by section 6-31(c) and the provisions of this chapter for specialty package retailers, package sales of malt beverages and/or wine intended for consumption off the premises may be conducted only in conjunction with distilled spirits package stores or the business operation of a grocery store, discount/general merchandise department store, convenience store, or drugstore meeting the requirements of this section~~. For the purpose of this subpart, "grocery store" shall mean a grocery retailer carrying a full selection of food and grocery items, including fresh produce and meats and having a minimum total retail floor space of 10,000 square feet of which at least 85 percent is reserved for the sale of food and other nonalcoholic beverage items. A "convenience store" shall mean a retail store carrying a limited selection of canned, packaged or prepared food and grocery items and at which gasoline may be regularly available for sale, provided that no service or mechanical work is performed on motor vehicles, and provided further that the minimum wholesale value of the inventory of food and grocery items maintained on the premises for sale to the public is no less than $10,000.00, exclusive of malt beverages and wine, tobacco products and candy. Discount/general merchandise department store means a store with retail floor space open to the public in excess of 9,000 square feet of which no more than 4 percent is devoted to the sale of alcoholic beverages. For the purpose of this section a "drugstore" shall mean a retail store at which prescription drugs and medications are dispensed under the control of a licensed pharmacist, and which sells at retail various personal health-related items for which prescriptions are not required.~~

(c) Licenses for the package sale of distilled spirits will be issued only for premises located within a commercial zoning classification under the city's Unified Development Code, and fronting on one of the following streets:

(1) North Expressway (Hwy. 19/41) from the north city limit south to its intersection with Taylor Street.

(2) Taylor Street/Memorial Drive/Arthur K. Bolton Parkway (Hwy. 16) from west city limit to east city limit; provided that no license for the package sale of distilled spirits shall be granted for a premises located within the Special Entertainment district of the city.

(3) West McIntosh Road from the west city limit to its intersection with Old Atlanta Road (that portion of West McIntosh Road west of the North Expressway (U.S. Highways 19 and 41) is also designated as Georgia Highway 92 on the State Highway System).

(4) South Hill Street between Crescent Road and the south city limit.

(5) Williamson Road (S.R. 362) from the Martin Luther King, Jr. Bypass (S.R. 341/19 and 41) to the southwest city limits.

No new license for the retail package sale of distilled spirits shall be approved for a location within 1 mile ~~500 yards~~ of any other business licensed to sell packaged distilled spirits at retail, as measured by the most direct route of travel on the ground; provided, however, that this limitation shall not apply to any hotel licensed under this chapter.

(d) A specialty package retailer, as defined by this chapter, may hold an ancillary tasting license under this chapter, but may not operate its business in conjunction with any other retail business except as allowed by this chapter. No package sales of any distilled spirit shall be permitted by a specialty package retailer, whose business premises shall be located within a special entertainment district as defined by this chapter.

(e) All premises at which the package sale of alcoholic beverages is authorized shall meet all requirements of state law and the city's Unified Development Code, as well as minimum building, fire and life safety codes. Applicants shall be required to obtain a Certificate of Occupancy, Certificate of Completion, or planning and zoning certification, as applicable, confirming compliance with applicable building and maintenance codes, in

Commented [KC35]: Other jurisdictions that impose inventory requirements require wholesale values of $300,000 for liquor and $15,000 for wine up to $750,000 liquor and $35,000 for beer and wine. While staff does not want to use values that are prohibitive for operations, this inventory value should be increased. In October, we proposed $100,000---in an effort to respond to feedback received from licensees, it is now $75,000.

Commented [KC36]: All of these definitions were migrated to the definitions section of the alcohol code for easy reference.

Commented [KC37]: The City currently has ten liquor stores serving a population of 25,000. While we are recommending to keep the inventory low, we are recommending increasing the distance between locations. Jurisdictions that have 500 yard or less distance requirements like Newnan, Carrolton, and Stockbridge limit them to specific number (3 max) or base it on population.

addition to fire and life safety codes. Such certification shall include the fire marshal's determination as to use, occupancy type, capacity, and compliance with applicable fire suppression requirements.

(f) Premises licensed on May 15, 2001, for the package sale of distilled spirits and lying outside the locations authorized for package sales in subsection (c) may continue such operation, provided they are in compliance with all other provisions of this chapter. Cessation of any such business for 90 days creates a rebuttable presumption of abandonment and may result in loss of grandfather status and serve as grounds for revoking any current license. Except as provided herein, no new licenses for the package sale of distilled spirits shall be issued for a location not meeting the location requirements of subsection (c).

(Ord. No. 17-12, § 1, 8-22-2017)

Commented [KC38]: The property itself must be in compliance with property maintenance requirements. If it is new, it must have a CO to operate; if it has been rehabbed, it must have a CC; if neither, it must have the statement on zoning and comply with maintenance requirements. This is in addition to the fire marshal statement as to the use, occupancy type, capacity, and compliance for fire code.

Sec. 6-43. Location restrictions for on-premises consumption.

Licenses for the retail sale of alcoholic beverages for on-premises consumption in conjunction with an eating establishment, hotel, or bona fide private club shall only be issued on premises located within a commercial zoning classification and meeting all requirements of the city zoning and developmental ordinances. A brewpub may operate as an eating establishment and shall be licensed in conjunction with on-premises consumption of other alcoholic beverages purchased from a licensed wholesaler. Licenses for the sale of alcoholic beverages for on-premises consumption at a bar or art and recreational entertainment establishment ~~or public club~~ shall only be issued for premises located within a special entertainment district of the city, as herein defined. All applications for on-premises consumption licenses shall, by accompanying sketch or drawing made a part thereof, identify those portions of the premises, including any outside porches or patios, where alcoholic beverages may be sold and/or consumed; provided, however, hotels licensed for on-premises consumption shall be permitted to cater functions in ballrooms, meeting rooms, reception areas, or pool/patio areas in connection with a meeting, conference, convention or similar type gathering at such hotel.

(Ord. No. 17-12, § 1, 8-22-2017)

Sec. 6-44. Indebtedness to city.

No license under this chapter shall be issued to any applicant if the business to be licensed, or any person holding a beneficial interest in the business to be licensed, owes any delinquent taxes, including property taxes, personal property taxes, occupational tax, or excise taxes, ~~or~~ assessments, court fines/costs, or other outstanding debt to the city.

(Ord. No. 17-12, § 1, 8-22-2017)

Commented [KC39]: The current code referred to "delinquent taxes" and assessments, but it wasn't specific as to what this meant. This clarifies the inclusion of property taxes, personal property taxes, OTC, or excise taxes for licensees. It also includes any court fines or other debts. If the business or ANY person holding a beneficial interest in the business owes the City, the license will not be issued.

Sec. 6-45. Investigation of application; issuance.

Every application filed pursuant to this chapter shall be thoroughly investigated by the chief of police, who shall make a formal written report and recommendation to the city manager. The city manager shall review the chief's report and make such further investigation as he or she deems appropriate. All applications shall be investigated and acted upon within 90 days of the date of submission of a completed application, unless consent of the applicant to extend the investigative period has been obtained in writing. Inability of the city manager to obtain the good faith cooperation of the applicant in the investigation process, within the time period specified, shall constitute grounds for denial of the license.

(Ord. No. 17-12, § 1, 8-22-2017)

Sec. 6-46. Consideration for granting of licenses.

(a) It shall be the duty of the city manager to issue or refuse to issue or renew a license under this chapter to any applicant. In determining whether or not any application shall be granted and a license issued or renewed, the city manager shall consider ~~all~~ the applicant or business's compliance with all other requirements~~mandated standards~~ of this chapter and the following information in the public interest and welfare:

(1) If the applicant and/or any holder of an interest in the licensed business has ever been convicted of or taken a plea of guilty or nolo contendere to any felony within ten years or any misdemeanor crime of moral turpitude within the five years immediately prior to the filing of the application;

(2) If the applicant, any holder of an interest in the licensed business, or any employee of the licensed business has been convicted of or taken a plea of guilty or nolo contendere to any law, regulation or ordinance involving alcoholic beverages, gambling, narcotics, or tax laws;

(3) If the applicant and/or any holder of an interest in the licensed business has ever violated any federal, state, county or municipal law, ordinance or administrative regulation related to the use, sale, manufacture, distribution, taxability, handling, possession, dealing or possession of beer, wine, or distilled spirits;~~regarding alcoholic beverages, their possession, sale, manufacture, distribution, handling, or dealing therein;~~

(~~4~~2) The manner in which the applicant and/or any holder of an interest in the licensed business has conducted any business within the city, including any action or inactions of such persons which required an unusual or increased commitment of police resources or intervention, or fire department intervention, as compared to other licensees similarly situated. In considering this factor, the city manager may reference police incident reports, calls for service for police and fire, fire marshal reports indicating occupancy issues, or other documentation of resources utilized for maintaining good order and security in the area of the licensed premises;~~ as to the necessity for excessive police intervention;~~

(~~5~~3) The reasonably anticipated effect on the immediately surrounding neighborhood for which the license is sought as to traffic congestion, noise and/or light pollution;

(~~6~~4) Whether the applicant and/or any holder of an interest in the licensed business has ever had any alcoholic beverage or business license suspended or revoked by any state or any political subdivision thereof, or whether any alcoholic beverage business with which the applicant and/or any holder of an interest in the license has been associated has been cited for a violation of the laws or regulations of any state or any local ordinance pertaining to the use, sale, manufacture, distribution, taxability, handling, possession, dealing or possession of beer, wine, or distilled spirits alcoholic beverages, and the outcome of such proceedings;~~.~~

(7) If the licensee, in the case of a renewal, has been chronically delinquent or in default in monthly excise tax reporting and remittance; "chronically" is deemed to be five months of the same 12-month calendar year;

(8) If it appears that the applicant would not have adequate financial participation in the proposed business to direct and manage its affairs, or where it appears that the application is intended to be a mere surrogate for a person or persons who would not otherwise qualify for a license for any reason whatsoever;

(b) If, upon investigation of an application for a license or renewal of an existing license, the city manager determines the applicant, any holder of an interest in the licensed business, or any of its employees have been convicted of~~,~~ ~~-~~or entered a plea of guilty or nolo contendre~~,~~ to ~~any felony,~~ any crime of moral turpitude

Commented [KC40]: We have added new language that outlines the specific information/evidence the City Manager can consider when deciding to grant or renew a business license, or to do so with probation/conditions. This includes reviewing CAD files, calls for service, evidence/information provided by the licensee outlining what they are doing to address issues, etc. There were some citizen concerns at the Town Halls related to the operation of current businesses. Staff firmly believe that these changes will provide opportunities to hold licensees accountable for these concerns throughout the year rather than simply at application or renewal. We have discussed internal communications with PD throughout the year, and the option of warning letters being sent to licensees prior to the issues reaching a probationary or revocation/suspension level.

Commented [KC41]: This is already a required qualification of the application in Sec. 6-33(f), but the City Manager has discretion for probationary licenses, so this section draws attention to the things to be considered.

Commented [KC42]: Same as above comment, BUT it applies to employees. We do not require registration of a businesses employees; but if the data/reports the City Manager considers provides that an employee was involved in a crime involving alcohol, gambling, narcotics, or tax laws, he/she could consider that in deciding to grant, deny, grant with conditions, or grant with a warning.

Commented [KC43]: Same as above comment. Note that this is not a change to the current code which considers any violation related to alcohol, whether 10 years or 20 years ago; it just clears up the wording and connects it to the requirement that all persons interested in the business will be considered which was mentioned at the beginning of this Article and in subsection (6) below.

Commented [KC44]: Rather than the vague "as to necessitate police intervention" this section is being changed to be more specific. It allows the City Manager to consider unusual or increased use of police resources, intervention, fire department intervention compared to similar licensees. It also specifies what data the City Manager can use.

Commented [KC45]: This is new. This allows the City Manager to consider default status on excise tax if a licensee is in default for five months out of the same 12 months. It would be up to the city manager whether to grant the permit, deny the permit, grant with conditions (probation) or grant with a warning about excise tax payments for the following year.

Commented [KC46]: This connects to the qualifications aspect of Sec. 6-33. It is not new, but it is reworded to make it clear and has been added to the list of items the City Manager will be considering.

or to any violation of law, regulation or ordinance involving alcoholic beverages, gambling, narcotics, or tax laws, sufficient to warrant denial, or determines that granting the license is otherwise not within the public interest, the city manager shall have the option, in his or her discretion, to ~~of~~ issu~~e~~ing a probationary license conditioned upon completion of an action plan or satisfaction of conditions intended to reach compliance with the requirements of this chapter and/or mitigate the risks to the public interest or welfare. The action plan or conditions may include requiring the posting of ~~posting~~ a bond, ~~-~~ with adequate security in addition to license or renewal fees, requiring an off-duty City of Griffin POST certified officer or Spalding County Sheriff's Department deputy for security on the licensed premises, requiring security cameras, and other similar actions. ~~, in an amount not to exceed $5,000.00, in addition to the license or renewal fee.~~

(Ord. No. 17-12, § 1, 8-22-2017)

Sec. 6-47. Grant of application; notice of denial.

(a) All applications for alcoholic beverage licenses meeting the requirements of this chapter shall be granted unless the city manager, in his or her discretion, determines that one or more of the conditions or causes set out in Sec. 6-46 justify denial. Licenses, if granted, shall be valid for a period of up ~~shall be granted by the city manager for a period of up~~ to one year, expiring on the last day of December in each year~~, unless some specific cause regarding location, traffic or environmental conditions or the specific causes set out in section 6-46 justifies a refusal~~. In the event of denial for ~~location, traffic or environmental conditions,~~ the applicant shall be entitled to file a new application of like kind for a different location without the loss of any part of the application fee. In the event the city requests additional documents during the application review, the 90~~60~~-day review period shall be stayed until production of the additional documents is completed. The applicant's failure to provide the documents requested in a timely manner shall be cause for denial.

(b) If the city manager denies an application for a license, the applicant shall be provided notice in writing of the denial, and a listing of the reasons therefor. The applicant shall have the right to appeal to a hearing officer by filing a request for hearing with the city manager no more than ten days following receipt of the denial notice. A hearing shall be held not more than 30 days from the date the city manager receives the written notice of appeal, unless extended by mutual agreement between the applicant and the city or unless the applicant waives their right to a hearing in writing. Within ten days from the date of conclusion of the hearing, the hearing officer shall notify the applicant and the city manager, in writing, of his or her decision. The city manager, or her designee, may meet with the applicant prior to or after the notice of denial to discuss options for probationary licenses if desired; provided, however, acceptance of a probationary license shall act as a waiver of the applicant's right to a hearing.

(Ord. No. 17-12, § 1, 8-22-2017)

Sec. 6-48. False information in application.

Any material omission from, or untrue or misleading information in, an original, renewal or transfer application for a license under this chapter shall be cause for the denial or refusal of a license, or for the revocation of a license previously granted. Any failure to notify the city manager of the change in any relationship as specified in section 6-38(d) within ten days after such change is made shall likewise constitute due cause for cancellation, revocation or suspension of a license.

(Ord. No. 17-12, § 1, 8-22-2017)

Commented [KC47]: The City manager already had the authority to issue probationary licenses under the current code. This amendment provides further detail about that discretion and provides for an action plan rather than just the posting of a bond. This could allow a business to be granted a license so they can operate while they work on correcting the issue. It also includes examples of additional requirements that the City Manager may impose on the licensee (to the extent not already required by the code) as part of this action plan/probationary license.

Commented [KC48]: Not a change, just rewording to reference Sec. 6-46 and provide clarity on basis for denials.

Commented [KC49]: The application review period has been increased from 60 days to 90 days with the exception of renewals.

Commented [KC50]: Allows for the extension on the hearing if both parties agree. This is especially important because the application review is around the holidays, and we want to make sure the licensee can attend/isn't limited.

Commented [KC51]: If you decide to accept a probationary license, you wouldn't get a hearing on the denial of the application. The choice remains with the licensee on how they would like to proceed if a probationary license is offered.

Sec. 6-49. License and permit fees.

(a) There is hereby imposed a license fee on all~~, payable at the time of issuance of the~~ licenses issued under this chapter and each annual renewal license~~,~~ as follows:

Manufacturers, wholesalers and brewpubs:

Manufacturer: Distillery, brewery, winery: $5,000.00.

Wholesale: Malt beverages/wine: $100.00 only if wholesaler has business location within the city.

Wholesale: Distilled spirits: $3,500.00 only if wholesaler has business location within the city.

Brewpub: Beer only: $1,500.00 when issued in conjunction with eating establishment/on-premises consumption license.

Eating establishments, Georgia farm winery tasting rooms, and hotels:

On-premises consumption: Malt beverages: $750~~500~~.00.

On-premises consumption: Wine: $750~~500.~~00.

On-premises consumption: Distilled spirits: $4,000.00, includes malt beverages and wine when only served during same hours as distilled spirits.

Art & Recretional Entertainment Establishments~~Public clubs~~ and bars:

On-premises consumption: Malt beverages: $1,000.00.

On-premises consumption: Wine: $1,000.00.

On-premises consumption: Distilled spirits: $5,000.00 includes malt beverages and wine when only served during same hours as distilled spirits.

Retail package sales:

Retail package: Malt beverages/wine: $1,500.00.

Retail package: Distilled spirits: $5,000.00, includes malt beverages and wine.

Retail package: Specialty package retailer (malt beverages/wine): $1,500.00.

Private clubs and fraternal organizations:

On-premises consumption: Malt beverages/wine: $500~~350~~.00.

On-premises consumption: Distilled spirits: $1,500~~000~~.00, includes malt beverages and wine.~~.~~

Alcohol beverage catering:

Alcohol beverage caterer: Malt beverages/wine: $50.00.

Alcohol beverage caterer: Distilled spirits: $100.00, includes malt beverages and wine.

Event permits (per day, each event, three-day maximum): $50~~25~~.00.

Ancillary tasting: Malt beverages and/or wine: $150.00.

(b) The license fees imposed by this section are regulatory fees intended to offset the city's cost in administering and enforcing this chapter. In addition thereto, licensees are subject to payment of an occupational tax in accordance with chapter 82.

(c) When a license is issued on or after July 1, the license fee is prorated by one-half.

Commented [KC52]: All increases in this section are intended to recoup administrative time spent on the license at the time of the application and throughout the year.

Commented [KC53]: Removed because the other section provides that the license fee is due when the application is submitted.

(Ord. No. 17-12, § 1, 8-22-2017)

Sec. 6-50. Annual renewal; payment of fee; suspension of operation.

All alcoholic beverage licenses are annual licenses that run from January 1 to December 31 of each year. Holders of existing licenses in good standing shall apply to the city manager for renewal for the next calendar year on or before November 1 by filing a renewal application in proper form and tendering the required annual fees. Annual license fees are due at the time the application is submitted, and failure to submit the annual fees shall render the renewal application incomplete. Renewal applications and/or fees shall be past due if not received by November 1. ~~Annual license fees are due January 1 of each year and shall be past due if not paid by that date.~~ After November~~January~~ 1 there shall be imposed a penalty equal to one-half of the amount of the license fee for which application is made, which together with the license fee shall be paid before a new license is issued. The State of Georgia Department of Revenue shall be promptly notified of all licenses which were not timely renewed on or before January 1, and all privilege to carry on and conduct a business governed by this chapter shall be immediately suspended due to license expiration.

(Ord. No. 17-12, § 1, 8-22-2017)

Commented [KC54]: This makes any renewal application submitted after Nov. 1st late and requires fees to be paid for the application to be complete. Although renewal applications were always due by November 1st, there was no real penalty if they were late. Because of this, many people did not submit their applications timely or they would wait until the last minute (around the holidays) to submit their fees. This leaves staff tracking people down before the end of the year, and if they failed to pay/renew, Staff also had to take on additional administrative time to notify DOR. This imposes the same penalty as our current code, and just moves up the deadline. This penalty is high because the cost to staff time is high if the applicant/licensee doesn't comply.

Sec. 6-51. Privilege nature of license.

(a) All licenses issued under this chapter shall constitute a grant of privilege to carry on or conduct a business covered by such license during the term of the license, subject to the terms and conditions imposed by the City Charter, this chapter and other applicable ordinances of the city and the constitution, laws and regulations of the state and of the United States of America applicable thereto.

(b) All licenses issued under this chapter shall have printed on the face the following words:

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.

(c) All licenses shall be conspicuously posted in the place of business.

(Ord. No. 17-12, § 1, 8-22-2017)

Sec. 6-52. Transferability of licenses.

(a) *Generally.* Licenses issued pursuant to this chapter shall not be transferable except as otherwise provided in this section.

(b) *Death.* In case of the death of any person owning a license, or any interest therein, the same may, with the approval of the city manager and subject to the terms of this chapter, be transferred to the administrator, executor or personal representative of the deceased person, or to the devisees or heirs at law of the deceased person, if such devisees or heirs meet the qualifications contained in this chapter. The license of a deceased person shall be held by his administrator, executor, or personal representative only for the time necessary to complete administration of his estate and to dispose of the license or interest therein. One transfer may be made by the administrator, executor, or personal representative of a deceased license holder to a person meeting the qualifications of this chapter.

(c) *Partnerships.* Nothing in this section shall prohibit a partner in a partnership holding a license to withdraw from the partnership and to assign his interest to one or more of the partners who were partners at the time

of the issuance of the license. Such withdrawal shall not serve to bring any new ownership into the partnership, unless such new owner shall apply for a license and comply with all provisions of this chapter, and then only upon the approval of the city manager.

(d) *Increased capitalization.* A partnership, ~~or~~ corporation, limited liability company, or other business entity holding a license may take on additional partners, ~~or~~ shareholders, or members, as the case may be, where it is determined that the additional capital furnished is to be used exclusively for additional inventory or expanded facilities of the business or for building new facilities and where it further appears that the other partners, ~~or~~ shareholders, or members will not receive any of the additional capital investment. Such additional partner, ~~or new~~ stockholder, or member ~~must~~ apply for a license and meet all requirements of a licensee, including approval by the city manager, before he shall be permitted to acquire such interest.

(e) *Transfer of locations.* Should a transfer of location be approved for a license of the same kind/classification, there shall be no new license fee, but the application for the new premises must meet all ~~location~~ requirements as for a new license, including licensee qualifications, location requirements, and all other factors considered when granting an alcohol license. However, any business applying for a new type of license classification (e.g. eating establishment to bar, bar to eating establishment, etc.) must submit a new application, must pay new application and licensee fee, and must submit to all other requirements for new alcohol license applications.

(Ord. No. 17-12, § 1, 8-22-2017)

Sec. 6-53. Suspension and revocation; grounds and procedure.

(a) When any state license issued by the commissioner of revenue pursuant to O.C.G.A. Chapter 3, Alcoholic Beverages, is revoked, any similar license issued to the same person(s) or entity by the city shall automatically become invalid and the licensee shall immediately cease and desist to operate thereunder.

(b) Except as provided in sections 6-55 and 6-56, no license which has been issued or which may be issued pursuant to this article shall be suspended or revoked except for due cause and after hearing and upon at least three-day prior written notice to the holder of the license of the time, place and purpose of the hearing and a statement of the charges upon which the hearing shall be held.~~.~~

(c) The term "due cause" for the purposes of this section shall include, but not be limited to:

(1) Conviction of, or the entering of a plea of guilty or nolo contendere, by~~,~~ the licensee, ~~or~~ any ~~of his~~ employees, ~~or~~ any person holding an interest in the licensed business for any felony or violation of ~~, any~~ law, administrative regulation or ordinance involving alcoholic beverages, gambling or narcotics, or tax laws.

(2) Conviction of, or the entering of a plea of guilty or nolo contendere, by~~,~~ the licensee, ~~or~~ any ~~of his~~ employee, ~~s~~ or any person holding an interest in the licensed business for any sex offense when the licensed business is for on-premises consumption.

(3) Conviction of a violation of subsections (e), (f), or (g) of O.C.G.A. § 16-12-35 by an owner, operator, or employee of a alcohol licensee offering to the public any bona fide coin-operated amusement machine within the licensed establishment.

(4) Suspension or revocation of any state license required as a condition for the possession, sale or distribution of alcoholic beverages.

(5) Material falsification or omission of any fact given in an application for a license issued under this chapter or bearing upon the licensee's qualification therefor. Any act which may be construed as a subterfuge in an effort to circumvent any of the qualifications for a license under this chapter shall be

Commented [KC55]: Adds omission of a material fact as a basis for suspending or revoking a license.

deemed a violation of the requirement attempted to be circumvented. "Material" shall mean the information could have had bearing on whether the application was granted or denied.

(6) Any person to whom a license has been issued is no longer actively engaged in the dealing of alcoholic beverages (closure of the business for more than 90 consecutive days) or failed to open/operate within 90 days of issuance shall create a rebuttable presumption the licensee has abandoned the business.~~)~~.

(7) Failure to meet or maintain any standard or requirement prescribed by this chapter, or prescribed by a probationary license issued pursuant to this chapter, as a condition or qualification for holding a license. Loss of qualifications during the term of a license shall be grounds for revocation or for denial of renewal.

(8) Repeated failure to pay excise tax in a timely manner;

(~~9~~8) Any other factor known to or discovered by the city whereby it is objectively shown the licensee, any of the licensee's employees or any person holding an interest in a license, has engaged in conduct at or involving the licensed business or has permitted conduct on the licensed premises that constitutes a violation of federal or state law, local ordinance or administrative regulations involving alcoholic beverages, gambling or narcotics for all alcohol licensed businesses and including any sex offense under state law or local ordinances with respect to businesses licensed for on-premises consumption. With respect to this section, it shall be rebuttably presumed that the violative act was done with the knowledge or consent of the licensee; provided, however, that such presumption may be rebutted only by evidence which precludes every other reasonable hypothesis save that such licensee did not know, assist or aid in such occurrence, or in the exercise of full diligence that such licensee could not have discovered or prevented such activity.

(d) Notice of suspension or revocation proceedings shall be served on the person(s) named on the license. Notice shall be in writing. The notice may be served personally, by registered or certified mail (return receipt requested), or by statutory overnight delivery. If by mail, the notice shall be addressed to the licensee at its last known address as it appears in the records of the city. The burden shall be on the licensee to provide notice, in writing, of any change of address for service of notices and process. In the case of service by registered or certified mail of any notice required by this chapter, the service shall be deemed complete on the third business day following the date of mailing with the United States Postal Service. If by statutory overnight delivery, the notice shall be delivered to the physical street address of the licensee, either at the licensed premises or at his place of residence, and effective on the first business day after depositing with the delivery service.

(e) The hearing shall be conducted by the~~a~~ hearing officer as defined in this chapter. ~~appointed by the chairperson of the board of commissioners. The hearing officer shall be an attorney licensed to practice in the state who is disinterested in the proceeding.~~

(f) Hearings shall be only as formal as necessary to preserve order and shall be compatible with the principles of justice. The city attorney, or his or her designee, shall present the city's case and bear the burden of proving by a preponderance of the evidence that due cause exists to suspend or revoke the license. At the hearing the licensee shall have the right to represent itself or be represented by counsel, may cross examine all witnesses offered by the city, and may call witnesses and present evidence in its own behalf. Formal rules of evidence shall not apply to hearings under this section, although the hearing officer shall have the right to exclude evidence which has no relevance or carries no indicia of reliability. All testimony shall be offered under oath or affirmation.

(g) The hearing officer shall make his final determination within ten business days of the completion of the hearing. The decision shall be placed in writing and contain the hearing officer's findings of fact, conclusions of law, and decision as to sanction, if any. Such sanction may include one or more of the following: revocation of the license, suspension of the license for no more than 12 months, imposition of a probationary period not to exceed 12 months, and/or a civil monetary penalty not to exceed $5,000.00.

Commented [KC56]: Defines material so this provision is less vague.

Commented [KC57]: Expands to businesses that have not opened or started to operate. The state law has something similar. This is just a rebuttable presumption, so if the licensee can show they are making active efforts to open/operate, that presumption can be rebutted.

Commented [KC58]: Violation of the terms of a probationary license is cause for suspension or denial.

Commented [KC59]: New

Commented [KC60]: Hearing Officer is now defined in Sec. 6-1 and is the municipal court judge.

Progressive sanctions, depending on the severity of the violation, are encouraged but not required. Where the remaining term of the license is less than 12 months, imposition of suspension or probation for a period in excess of the term of the existing license shall be applied to any renewal license. A subsequent violation within a probationary period shall be cause for revocation and/or denial of license renewal. A total of three separate and unrelated violations within 24 months, whether or not within a probationary period, shall be grounds for permanent revocation.

(h) The hearing officer's decision shall be personally served or mailed by certified mail, return receipt requested to the licensee and his attorney, with a copy to the city attorney, within ten business days of the close of the hearing. The decision of the hearing officer shall constitute final action by the city, subject to review upon petition for certiorari to the superior court.

(i) Upon receipt of notice of adverse action against the licensee under this section, the licensee may waive its right to a hearing and stipulate to a sanction, including an action plan or probationary license, as recommended by the city manager, in consultation with the chief of police. Any stipulation entered under this subsection shall be in writing, signed by the licensee, and shall be nonappealable.

Commented [KC61]: Adding options other than financial sanction

(j) Pursuant to O.C.G.A. § 3-3-2.1, the city manager shall be required to provide notification to the Georgia Department of Revenue within 45 days of any officer, department, agency, or instrumentality of the municipality taking disciplinary action against any person issued a license to operate any premises at which 75 percent or more total gross annual revenue is derived from the sales of alcoholic beverages for consumption on the premises.

(k) The notification required under subparagraph (j) above shall be in the format for the reporting of disciplinary actions established by the Georgia Department of Revenue.

(l) For purposes of subparagraph (j), "disciplinary action" shall have the same meaning as provided for in O.C.G.A. § 3-3-2.1(a)(1), which includes any citation or arrest arising out of the violation of any law, rule, regulation, resolution, or ordinance of a governmental entity relating to the manufacture, distribution, sale, or possession of alcoholic beverages against a licensee, any employee of a licensee, or any person holding a financial interest in the license of a licensee on the premises or place of business of any licensee.

(Ord. No. 17-12, § 1, 8-22-2017)

Sec. 6-54. No refunds following suspension or revocation.

If a license issued under this chapter is suspended or revoked, the licensee shall not be entitled to a refund of any portion of the application or license fees previously remitted.

(Ord. No. 17-12, § 1, 8-22-2017)

Sec. 6-55. Short-term emergency suspension for violation involving licensed business.

(a) The city manager has authority to suspend a license for a short-term period not to exceed ten days. The city manager's decision shall be in writing, with the term of the suspension and the reasons stated, and shall be mailed or delivered to the licensee as provided in section 6-53(de).

(b) A short-term suspension by the city manager must be for an emergency cause. Emergency cause for the short-term suspension of a license shall consist of a third or subsequent violation by the same licensee or the licensee's agents on the same premises within a two-year period of any state or federal laws, administrative regulations of the state or city ordinances regulating such business holding a license, including those prohibiting gambling, regulating the use, sale, manufacture, distribution, handling, dealing in, and possession of alcoholic beverages, including the sale or transfer of alcoholic beverages to minors in an unlawful manner,

and the manufacture, sale, or distribution of any controlled substance which puts the city and the health and safety of its citizens at such risk that an immediate suspension is necessary until a hearing as provided for in section 6-53 can be held.

(Ord. No. 17-12, § 1, 8-22-2017)

Sec. 6-56. Emergency suspension of all alcoholic beverage licenses.

The board of commissioners is authorized to suspend the sale of alcoholic beverages under all licenses issued pursuant to this chapter during any state of emergency declared by the governor or any local emergency as defined by O.C.G.A. § 36-69-2, or for any other serious emergency situation when the board of commissioners deems such immediate suspension necessary for the protection of the health and welfare of the citizens of the city. Such suspension may be made effective immediately and shall remain in force until the board of commissioners determines the emergency is over or until the next meeting of the board of commissioners, at which time the suspension shall cease unless the same is extended by affirmative action of the board of commissioners.

(Ord. No. 17-12, § 1, 8-22-2017)

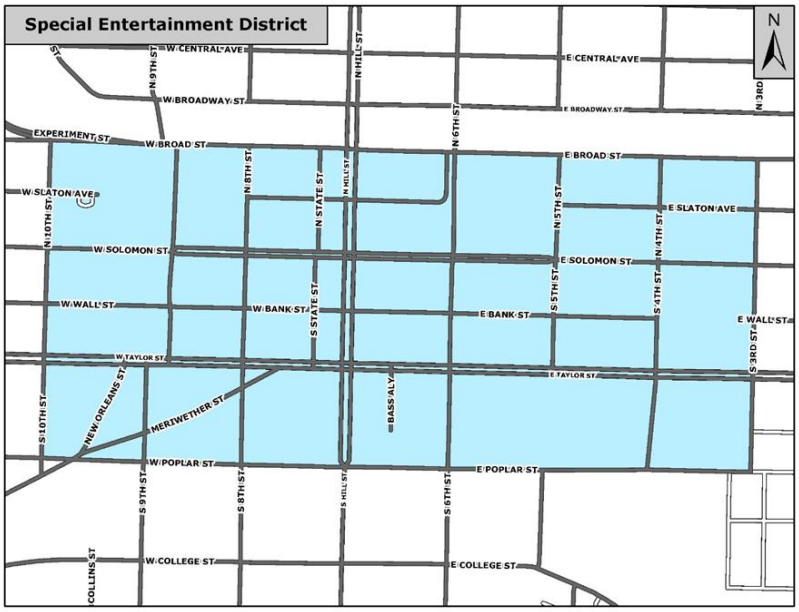
Sec. 6-57. Acceptance of application after rejection or revocation.

When any license or permit to operate a package store is rejected or revoked by the city manager, no new application shall be accepted from the same applicant for a license within 36 months from the time of such rejection or revocation. Submission of a new application by another applicant, which application shows the applicant was previously rejected or revoked as a holder of an interest in the desired license, shall result in rejection of the new application.

(Ord. No. 17-12, § 1, 8-22-2017)

Sec. 6-58. Special entertainment district.

This following figure constitutes the map of the boundaries of the special entertainment district as designated by the board of commissioners and as defined within this chapter:



(Ord. No. 22-06, § 1, 8-9-2022)

Secs. 6-59—6-75. Reserved.

ARTICLE IV. EXCISE TAX

DIVISION 1. GENERALLY

Sec. 6-76. Imposed.

In addition to the license fees required by this chapter and in addition to the excise taxes levied by the state, all licensees under this chapter shall pay to the city the taxes imposed in this article.

(Ord. No. 17-12, § 1, 8-22-2017)

Sec. 6-77. Unlawful retail sales.

No person shall sell at retail by the package or for consumption on the premises within the city any alcoholic beverage on which the taxes imposed by this chapter have not been paid.

(Ord. No. 17-12, § 1, 8-22-2017)

Sec. 6-78. Administration and enforcement authority; recordkeeping; confidentiality of reports.

(a) *Authority of tax collector.* The city manager shall designate, in writing, a tax collector, who shall administer and enforce the provisions of this article for the levy and collection of the tax imposed by this article.

(b) *Rules and regulations.* The city manager shall have the power and authority to make and publish reasonable rules and regulations, subject to the approval of the board of commissioners, not inconsistent with this article or other laws of the city and the state, or the constitution of the state or the United States for the administration and enforcement of the provisions of this article and the collection of the taxes under this article.

(c) *Records required from licensee; form.* Every licensee for the sale of alcoholic beverages in the city shall keep and preserve, for a minimum of three years, all invoices relating to each purchase of alcoholic beverages and such other records, receipts, invoices and other pertinent papers in such form as the tax collector may require.

(d) *Authority to require reports; contents; audits.* In the administration of the provisions of this article, the city tax collector may require the filing of reports by any person or class of persons having in such person's possession or custody information relating to sales of alcoholic beverages which are subject to the tax. The reports shall be filed with the tax collector and shall set forth the price charged for each sale, the date or dates of sales, and such other information as the tax collector may require. The city tax collector or person(s) designated in writing by him may examine and audit the books, papers, records, financial reports, inventory, equipment and facilities of any licensee liable for the tax, in order to verify the accuracy of the return made; or if no return is made, to ascertain and determine the amount of tax, penalty and interest required to be paid.

(e) *Wholesale records.* Every distributor, wholesale dealer, and manufacturer required to make reports under this article shall keep accurate and complete records of all sales of distilled spirits, malt beverages, and wine to any package dealer or on-premises consumption dealer and of all reports made to the city for a period of four years from the time the tax to which they relate becomes due or the date the tax is paid, whichever is later, which records shall be made available for inspection by the city tax collection or the city manager at all reasonable times and places.

(Ord. No. 17-12, § 1, 8-22-2017)

Sec. 6-79. Examination of records; audits.

The city tax collector or any person authorized in writing by the city may examine the books, papers, records, financial reports, equipment and other facilities of any licensee liable for the tax, in order to verify the accuracy of any return made, or if no return is made by the licensee, to ascertain and determine the amount required to be paid. If a city audit discloses a deficiency of more than three percent over what has been returned and remitted, the licensee shall reimburse the city for all costs of the audit, including but not limited to accountant's fees and out of pocket expenses, the value of time expended by city employees in the investigation, including reasonable cost of overhead, and all attorneys' fees and costs of collection if action must be instituted by the city.

(Ord. No. 17-12, § 1, 8-22-2017)

Secs. 6-80—6-100. Reserved.

DIVISION 2. PACKAGE SALES

Sec. 6-101. Imposed; amount.

(a) There is hereby imposed an excise tax on alcoholic beverages, on the first sale, use or possession within the city, subject to exemptions set forth in state law, in the following amounts:

(1) Where malt beverages, commonly known as tap or draft beer, are sold in or from a barrel or bulk container, a tax of $6.00 on each container sold containing not more than 15½ gallons and a proportionate tax at the same rate on all fractional parts of 15½ gallons.

(2) Where malt beverages are sold in bottles, cans, or other containers, except barrel or bulk containers, a tax of $0.05 per 12 ounces and a proportionate tax on all fractional parts of 12 ounces.

(3) Where wines are sold by the package, a tax of $0.22 per liter and a proportionate tax at the same rate on all fractional parts of a liter.

(4) On the package sale of distilled spirits and on the sale of distilled spirits to private clubs, a tax of $0.22 per liter and a proportionate tax at the same rate on all fractional parts of a liter.

(b) Except for direct package sales by a manufacturer, the excise taxes provided in subsection (a) of this section shall be imposed upon and shall be paid by the licensed wholesale dealer.

(Ord. No. 17-12, § 1, 8-22-2017)

Sec. 6-102. Report; payment.

(a) Each wholesaler of wine and distilled spirits responsible for payment of the excise tax shall file a report with the city itemizing for the preceding calendar month the exact quantities of alcoholic beverages, by location, by size and type of container, sold during the preceding month in the city. Each wholesaler of malt beverages responsible for payment of the excise tax shall file with the city, Ga. Rev. Dept. form ATT-122, showing the exact quantities of malt beverages, by size and type of the container, sold within the city during the preceding month.

(b) The wholesale dealer shall remit the tax imposed under this division to the city on the tenth day of the month following the calendar month in which the alcoholic beverages are sold or dispensed.

(c) Each manufacturer of distilled spirits, malt beverage and wine within the city that is authorized to sell direct, for consumption on the premises or by the unsealed package, shall report and remit the local excise tax to the city tax collector by the tenth day of the month following the calendar month in which alcoholic beverages are sold or dispensed.

(Ord. No. 17-12, § 1, 8-22-2017)

Sec. 6-103. Purchases to be made from licensed wholesalers or distributors.

Except where a manufacturer is authorized to make direct sales, licensees subject to the tax under this division shall purchase alcoholic beverages only from wholesalers or distributors licensed by the state. All sales

must be to the establishment designated on the license. No transfers, borrowing or internal sales or transfers from one licensed retailer to another shall be permitted.

(Ord. No. 17-12, § 1, 8-22-2017)

Secs. 6-104—6-120. Reserved.

DIVISION 3. DISTILLED SPIRITS FOR CONSUMPTION ON PREMISES

Sec. 6-121. Imposed; amount.

There is imposed an excise tax upon the sale of distilled spirits by the drink, which tax shall be three percent of the charge to the public, members or guests for the beverages. This tax does not apply to the sale of fermented beverages made in whole or in part from malt or any similar fermented beverage, nor to wines for which an excise tax has already been paid under division 2 of this article. Each retail consumption licensee shall collect, report and remit the tax in the manner described in sections 6-122 through 6-124.

(Ord. No. 17-12, § 1, 8-22-2017)

Sec. 6-122. Itemized billing by licensee; liability for payment of tax.

Every licensee subject to the tax under this division shall, at the time of collecting for food and drinks served, give to the purchaser a written receipt on which the price of alcoholic beverages served shall be itemized separately. Where the charges for food and drink are satisfied by credit card or deferred payment, the payment of the tax to the licensee may be deferred in like manner. However, the licensee shall be liable therefor at the time and to the extent that such credits are incurred.

(Ord. No. 17-12, § 1, 8-22-2017)

Sec. 6-123. Collection of tax by licensee.

Every licensee or its agent is hereby authorized and directed to collect the tax imposed in this division from purchasers of distilled spirits by the drink sold within its licensed premises. The licensee shall be liable to the city for the full amount received or collected as tax, whether collected appropriately or inappropriately; and for any amount of tax that should have been collected, but was not. Any person who receives or collects the tax or any consideration represented to be the tax shall hold the amount so collected in trust for the benefit of the city and is liable to the city for the full amount collected, plus penalty and interest. Such licensee or agent shall furnish such information as may be requested by the city tax collector to facilitate the collection of this tax.

(Ord. No. 17-12, § 1, 8-22-2017)

Sec. 6-124. Payment and collection procedures.

(a) *Due date of taxes; penalty and interest.* All taxes collected by any licensee or agent under this division shall be due and payable to the city on or before the twentieth day of every month next succeeding each respective calendar month, as set forth in this section. A specific penalty of 15 percent is imposed for failure to pay any amount of tax when due and payable to the city. Delinquent amounts shall bear interest.

(b) *Return; time of filing; persons required to file; execution.* On or before the twentieth day of the month, a written return for the preceding calendar month shall be filed with the city tax collector in such form as the tax collector may prescribe by every licensee or agent liable for the payment of tax under this division.

(c) *Contents of return.* All returns shall show the gross receipts from the sale of distilled spirits by the drink, amount of tax collected or authorized due for the related period, and such other information as may be required by the city tax collector.

(d) *Delivery of return and remittance.* The person required to file the return shall deliver the return, together with the remittance of the net amount of tax due to the city tax collector on or before the due date.

(e) *Collection fee allowed licensees.* Licensees collecting the tax shall be allowed a percentage of the tax due and accounted for and shall be reimbursed in the form of a deduction in submitting, reporting and paying the amount due, if the amount is not delinquent at the time of payment. The rate of the deduction shall be the same rate authorized for deductions from state sales tax under the Georgia Retailers' and Consumers' Sales and Use Tax Act, as now or hereafter amended.

(Ord. No. 17-12, § 1, 8-22-2017)

Sec. 6-125. Purchases to be made from licensed wholesalers or distributors; exception.

Except for brewpubs, licensees shall purchase alcoholic beverages only from wholesalers or distributors licensed by the state. All sales must be to the establishment designated on the license. No transfers, borrowing or internal sales or transfers from one licensed retailer to another shall be permitted.

(Ord. No. 17-12, § 1, 8-22-2017)

Secs. 6-126—6-150. Reserved.

DIVISION 4. PAYMENT AND COLLECTION

Sec. 6-151. Determinations of deficiencies or in absence of return; overpayments; delinquency and fraud.

(a) *Recomputation of tax; authority to make; basis of recomputation.* If the city tax collector is not satisfied with the return of the tax or the amount of the tax required to be paid to the city by any person responsible for collecting and paying the tax over to the city, the tax collector may compute and determine the amount required to be paid upon the basis of any information within his possession or obtained by subpoena served upon the licensee, including itemized receipts.

(b) *Estimate of gross receipts in absence of return.* If any licensee fails to file a return, files a false or fraudulent return, or when the tax collector reasonably believes a tax deficiency is due to a fraudulent intent to evade the tax imposed by this article, the person shall be assessed a specific penalty of 50 percent of the tax due. The city tax collector shall make an estimate of the amount of the gross receipts of the licensee or, as the case may be, of the amount of the total sales in the city which are subject to the tax. The estimate shall be made for the period or periods in respect to which the licensee failed to make the return and shall be based upon any information which is or may come into the possession of the tax collector. Upon the basis of this estimate, the tax collector shall compute and determine the amount required to be paid to the city. One or more determinations may be made for one or for more than one period.

(c) *Offsetting of overpayments.* In making a determination, the city tax collector may offset overpayments, for a period or periods, against underpayments, for another period or periods, against penalties, and against the interest on underpayments. The interest on overpayments shall be computed in the manner set forth in section 6-154.

(d) *Time within which notice of deficiency determination to be mailed.* Promptly after making his determination, the city tax collector shall give to the person written notice to be served personally, by registered or certified mail (return receipt requested), or by statutory overnight delivery in the manner prescribed for service of notices in section 6-53(c). Such notice shall inform the person of his right to an informal hearing before the city manager, whose decision shall be final and binding upon the city as to the tax, penalties, and interest due. The city manager shall be authorized to waive any penalty or parts thereof. Except in the case of fraud, intent to evade this article or authorized rules or regulations, or failure to make a return, every notice of a deficiency determination shall be served within three years after the 20th day of the calendar month following the monthly period for which the amount is proposed to be determined, or within three years after the return is filed, whichever period should last expire.

(Ord. No. 17-12, § 1, 8-22-2017)

Sec. 6-152. Delinquent tax collection; duty of assignees to withhold taxes; liability; offsetting of erroneous collections.

(a) *Action for tax; time therefor.* At any time within three years after any tax or any amount of tax required to be collected becomes due and payable, and at any time within three years after the delinquency of any tax or any amount of tax required to be collected, the city may bring an action in the courts of the state, or of the United States, to collect the amount delinquent, together with penalties and interest, court fees, filing fees, attorney's fees, costs of collection and other legal fees incident thereto; provided, however, that nothing herein shall be interpreted to limit the city's right to suspend, revoke, or deny a renewal application for failure to pay the licensee's excise tax timely.

Commented [KC62]: Emphasizing that there are alternate options available in this code.

(b) *Duty of successors or assignees of operator to withhold tax from purchase money.* If any licensee liable for any amount under this article sells his business or quits the business, his successors or assigns shall withhold a sufficient amount of the purchase price to cover such amount until the former owner produces a receipt from the city tax collector showing that he has been paid, or a certificate stating that no amount is due.

(c) *Liability for failure to withhold; certificate of notice of amount due; time to enforce successor's liability.* If the purchaser of a business fails to withhold the necessary amount from the purchase price as required in this section, the purchaser becomes personally liable for the payment of the amount required to be withheld by it to the extent of the purchase price valued in money. Within 30 days after receiving a written request from the purchaser for a certificate, the city tax collector shall either issue the certificate or mail notice to the purchaser at his address as it appears on the records of the city of the amount that must be paid as a condition of issuing the certificate. The time within which the obligation of a successor may be enforced shall begin at the time the licensee sells out his business or at the time that the determination against the licensee becomes final, whichever event occurs later.

(Ord. No. 17-12, § 1, 8-22-2017)

Sec. 6-153. Tax credit penalty or interest paid more than once or illegally collected.

Whenever the amount of any tax, penalty or interest has been paid more than once, or has been erroneously or illegally collected or received by the city under this article, it may be offset as provided in section 6-151(c). If the licensee determines that it has overpaid or paid more than once, which fact has not been determined by the city

tax collector, it will have three years from the date of payment to file a claim in writing stating the specific ground upon which claim is founded. The claim shall be audited. If the claim is approved by the city, the excess amount paid the city may be credited on amounts then due and payable from the licensee by whom it was paid or its administrators or executors.

(Ord. No. 17-12, § 1, 8-22-2017)

Sec. 6-154. Failure to pay tax; penalties and interest.

(a) *Delinquent penalty.* Any person who fails to pay the tax imposed in this article to the city, or fails to pay any amount of such tax required to be collected and paid to the city, within the time required, shall pay a civil penalty of 15 percent of the tax, or amount of the tax, in addition to the tax or the amount of the tax, plus interest on the unpaid tax or any portion thereof as set forth in subsection (b) of this section.

(b) *Interest on amount found due.* The amount of the determination, exclusive of penalties, shall bear interest at an annual rate equal to the bank prime loan rate as posted by the Board of Governors of the Federal Reserve System in Statistical Release H.15, or any publication that may ~~supercede~~supersede it, plus three percent, to accrue monthly. Such annual interest rate shall be determined for each calendar year based on the first weekly posting of Statistical Release H.15 on or after January 1 of each calendar year. Interest shall begin to accrue from the date the tax is due until the date the tax is paid. Any period less than one month shall be considered to be one month.

(c) *Penalty; negligence or disregard of rules and regulations.* If any part of the deficiency for which a deficiency determination has been made is due to gross negligence or disregard of rules and regulations, including a licensee's failure to issue written itemized receipts of alcoholic beverages sold, a penalty of 15 percent of the amount of such deficiency shall be added thereto in addition to the 15 percent prescribed by subsection (a) of this section.

(d) *Penalty for fraud or intent to evade.* If any part of the deficiency for which a deficiency determination has been made is due to fraud or an intent to evade any provision of this chapter or other authorized rules and regulations, a penalty of 25 percent of the deficiency shall be added thereto in addition to the 15 percent prescribed by subsection (a) of this section.

(Ord. No. 17-12, § 1, 8-22-2017)

Secs. 6-155—6-169. Reserved.

DIVISION 5. VIOLATIONS.

Sec. 6-170. Violations of this article.

Any person willfully and intentionally violating any of the provisions of this Article IV relating to collection and payment of the excise tax imposed on alcoholic beverages shall be deemed guilty of an offense against the city and, upon conviction in the Municipal Court of Griffin, shall be punished by a fine not to exceed $1,000.00; or if unable to pay the fine, by incarceration not to exceed six months. Each and every day during any portion of which any violation of this article is committed, continues, or is permitted by the person responsible, shall be a separate offense and punished accordingly. Prosecution of a violation under this section shall not affect the underlying civil obligation to pay the taxes due. Any person who files a false or fraudulent return to evade the obligation to collect and remit the tax correctly shall be guilty under this section.

(Ord. No. 17-12, § 1, 8-22-2017)

Secs. 6-171—6-175. Reserved.

ARTICLE V. REGULATIONS FOR ALL ESTABLISHMENTS AND MISCELLANEOUS PROVISIONS

Sec. 6-176. Expiration of license for failure to commence or operate business; new buildings.

(a) All holders of licenses under this chapter must open for business within 90 days~~six months~~ after issuance of the license; failure to do so shall serve as an automatic forfeiture and cancellation of such license unless an extension of the time is granted by the city manager before the expiration of the 90 days~~six-month~~ period for good cause shown. No refund of the license fee shall be made in the event of such forfeiture; provided, however, where the building in which a licensee proposes to operate is, at the time of application for such license, in construction and not yet certified for occupancy, a license may be issued for such location, provided the plans and specifications for the proposed building are filed with the city manager and show compliance with the other provisions of this chapter and applicable ordinances of the city. No sales shall be allowed at such location until the building has been completed in accordance with plans and specifications and is in conformity with all other provisions of this chapter and applicable ordinances of the city. If the building is not completed during the year in which the licensee fee was paid, such fee shall apply to the year in which the building is completed and the business commences.

(b) Any holder of a license under this chapter who shall begin the operation of the business authorized by the license, but who shall thereafter cease to operate the business as authorized by the license for 90 days~~six months~~, shall thereupon forfeit such license, which license shall be automatically canceled without the necessity of any further action of the city, unless a written extension of time is granted by the city manager before the expiration of the 90-days~~six-month~~ period for good cause shown. No refund of license fees shall be made in the event of such forfeiture.

(Ord. No. 17-12, § 1, 8-22-2017)

Sec. 6-177. Inspection authority of city.

As a condition of every license issued under this chapter, any establishment holding a license shall at all time, during the period allowable by law for operation of the business, be open to inspection by the City, including any officer of the City of Griffin Police Department, building inspector, fire marshal or fire personnel, or any designee of the City Manager. Additionally, if the premises is being used after hours by employees or the owners or their agents, the premises may be inspected at such time by the designated persons in this section.~~the city reserves the right to inspect premises from which alcoholic beverages are licensed to be sold at all reasonable times.~~

(Ord. No. 17-12, § 1, 8-22-2017)

Commented [KC63]: This is already a current requirement of code. This section is being modified to specify the personnel that this extends to and to clarify that the City can also inspect if the property is being used after hours by employees.

Sec. 6-178. Event permit for authorized catered functions.

(a) Any licensed alcohol beverage caterer who additionally holds a valid retail license to sell malt beverages or wine by the package or by the drink for consumption on the premises may apply to the city manager for an event permit to distribute malt beverages or wine by the drink off-premises within the city at authorized catered functions. Applications shall be supported by evidence of all required licenses in good standing, and proof of payment of excise and occupation taxes, if applicable.

(b) Any licensed alcohol beverage caterer who additionally holds a valid retail license to sell distilled spirits by the package or by the drink for consumption on-premises may apply to the city manager for an event permit to sell distilled spirits by the drink off-premises within the city at authorized catered functions. Applications shall be supported by evidence of all required licenses in good standing and proof of payment of excise and occupation taxes, if applicable.

(c) A licensed alcohol beverage caterer shall apply to the city manager for an event permit on forms prescribed for that purpose. The application shall include the name of the licensee and, if applicable, the name of the food caterer who will be serving the event, together with a copy of the current license(s) and occupation tax certificate(s); the date, time and duration of the event; and the name, address and telephone number of the event host or sponsor, and, if different, the address of the location where the event will be held. The application shall be signed by the licensed alcoholic beverage caterer and the event host or sponsor. If the event host or sponsor is not the owner of the venue at which the event will be held, then the owner of the venue, or the owner's authorized agent, shall also sign the application consenting to the distribution of alcoholic beverages at that location. Each event permit shall require payment of a fee of $~~25~~50.00 per day; provided, however, if the licensed alcohol beverage caterer does not maintain a place of business within the city, in addition to the above fee, there is hereby levied an excise tax upon the total quantity of alcoholic beverages brought into the city for such event. At all times during which an authorized catered function is taking place, the original alcohol beverage caterer's license and the event permit shall be conspicuously posted and made available for inspection upon request by any city police, tax, or licensing officer; in addition, at all times while alcoholic beverages are being transported within the city, the licensee shall maintain a copy of the alcohol beverage caterer's license and event permit in the vehicle(s) used for transporting the alcoholic beverages. No event permit shall be issued for more than three consecutive days and a full permit fee shall be assessed for each day of the event.

Commented [KC64]: Event permit is increasing from $25 to $50 per day.

(d) Licensed alcohol beverage caterers shall be subject to the regulations set forth in O.C.G.A. § 3-11-4. Any licensed alcohol beverage caterer distributing or selling alcoholic beverages off-premises within the city, except in connection with an authorized catered function within the scope of the event permit, shall be in violation of this article; if convicted, upon citation to the municipal court, violators shall be punished in the manner provided in this Code.

(Ord. No. 17-12, § 1, 8-22-2017)

Sec. 6-179. Employees.

(a) No licensee under this chapter shall permit any person under the age of 18 within his employment to dispense, serve, sell, or take orders for alcoholic beverages; provided, however, this provision shall not prohibit employees under the age of 18 who are employed in grocery stores, discount/general merchandise department stores, convenience stores, or drugstores from handling or carrying sealed packages of alcoholic beverages either within the licensed premises or to customers' vehicles when parked adjacent thereto as a part of employment responsibilities so long as such employees under age 18 do not dispense, serve, sell, or take orders for any alcoholic beverage.

(b) No licensee under this chapter shall permit any person to sell, dispense, serve or take orders for alcoholic beverages while that person is currently serving a sentence, including probation or parole, based upon a conviction in any state or federal court or the United States or in any foreign country for any felony, or any misdemeanor ordinance violating relating to the manufacture, sale, use or distribution of alcoholic beverages or narcotics or controlled substances, gambling, sexual offenses, or crimes of moral turpitude. No licensee shall employ within its business for the purpose of selling or dispensing alcoholic beverages any person convicted within five years immediately prior to the application for employment of any felony or within two years immediately prior to the application for employment of any misdemeanor or ordinance violation relating to the manufacture, sale, use or distribution of alcoholic beverages or narcotics or controlled

substances, gambling, sexual offenses, or a crime of moral turpitude. This provision shall not prohibit employees who have been convicted or have a criminal history, when employed in supermarkets, convenience stores or drugstores, from handling or carrying alcoholic beverages either within the licensed premises or to customers' vehicles when parked adjacent thereto as a part of employment responsibilities.

(c) No ~~public club/~~bar licensee shall allow or require an individual under the age of 21 to serve as a bouncer on the premises or in an establishment where alcoholic beverages are dispensed, served, or sold.

(d) It shall be the duty of the licensee to ascertain that all employees are eligible for employment under this chapter. The city reserves the right to obtain fingerprints from and conduct a criminal history check of any licensee's employees at any time. Upon request by the city, the licensee shall cause the employee to appear at the city police department and shall pay the requisite fee. ~~in the amount of $20.00.~~

(e) It shall be the duty of the licensee to train all employees whose duties shall include the sale, dispensing, serving or taking of orders for alcoholic beverages in the requirements of this chapter and applicable state laws and regulations. Each licensee shall establish written policies, a copy of which shall be posted within the licensed premises, governing the sale and dispensing of alcoholic beverages in accordance with state law and this chapter. Licenses are encouraged to adopt disciplinary sanctions for employees who fail to meet the standards of law as violations by employees may constitute grounds for revocation, suspension or denial of a license under this chapter. The degree of training, supervision and discipline of employees by the licensee may be considered by the hearing officer in determining action on any license or by the city manager in determining whether to grant an application for renewal.

(Ord. No. 17-12, § 1, 8-22-2017)

Sec. 6-180. Days and hours of operation.

(a) No retail package dealer of distilled spirits shall open his place of business or furnish, sell, or offer for sale, any distilled spirits at any time on any day when sales are prohibited by state law. Sales are permitted on election days; provided, however, it shall be unlawful for any person to sell alcoholic beverages within 250 feet of any polling place or of the outer edge of any building within which such polling place is established during the hours the polls are open. No retail package dealer of distilled spirits shall operate his place of business at any time prior to 8:00 a.m. or after 11:45 p.m. on Monday through Saturday, or prior to 12:30 p.m. or after 11:30 p.m. on Sunday. No retail package dealer of distilled spirits shall be in, or permit his employees to be in, his place of business at any time prior to one hour before opening time or later than 30 minutes past closing time, except for the purpose of responding to emergency situations; provided, however, when taking inventory, making repairs, renovating or similar business needs cannot reasonably be carried out during normal business hours with customers present, the dealer may apply to the city manager for a specific exception from this limitation. The city manager shall be authorized to impose reasonable terms and conditions on the exception. It shall be the duty of a retail package dealer of distilled spirits to post on all entrances to the premises a sign reading "CLOSED - NO CUSTOMERS ALLOWED ON PREMISES" at all times outside of allowed hours of operation.

(b) No retail package dealer of malt beverages and/or wine only, including licensees of divided stores meeting the requirements of applicable state laws and regulations, shall furnish, sell, or offer for sale, any malt beverages and/or wine on any day when sales are prohibited by state law. Sales are permitted on election days; provided, however, it shall be unlawful for any person to sell alcoholic beverages within 250 feet of any polling place or of the outer edge of any building within which such polling place is established during the hours the polls are open. No retail package dealer of malt beverages and/or wine only shall furnish, sell, or offer for sale, any malt beverages and/or wine at any time prior to 6:00 a.m. or after 11:45 p.m. on Monday through Saturday, or prior to 12:30 p.m. or after 11:30 p.m. on Sunday.

Commented [KC65]: Other jurisdictions require registration/licensing of all persons who are serving alcohol. The City leaves education and background/resume checks to the business owners; but the business/licensee is required to have written policies that should be posted and they are encouraged to create a system to deal with employee violations. The training, supervision, and discipline of employees can be considered if there is a hearing to revoke or suspend the license or if the city manager is considering renewal and there is a history of problems.

Commented [KC66]: Nearly every licensee at the Alcohol Town Hall meetings, even those who were not open until 1:55 a.m., indicated a preference for setting the hours of operation to 2 am. One of the rationales was that people did not stop drinking when they left and staying open allowed for concentration of police resources in one area of town (i.e. the special entertainment district). Several businesses indicated that closing at midnight would make it cost prohibitive to run their business. We did have citizens complain about how certain businesses have operated late into the night; but staff firmly believes that the new review process for licenses will allow the City Manager to evaluate each licensee rather than punish/limit all businesses. We are also having strategy meetings with the PD to discuss addressing open container violations, noise/crowd issues, and unruly behavior in parking lots that are outside of the control of our licensees to help address these concerns.

(c) No on-premises consumption licensee shall furnish, sell or offer to sell any alcoholic beverages on any day when sales are prohibited by state law. Sales shall be permitted on election days during the hours polls are open.

(i) Hours and days of sale for eating establishments/hotels/brewpub licensees:

(A) Monday through Friday: 9:00 a.m. until 2:00 a.m. the following day

(B) Saturday: 9:00 a.m. until 2:00 a.m. on Sunday morning

(C) Sunday: 11:00 a.m. to Midnight

(D) Tables must be cleared of all alcoholic beverages 30 minutes after latest sales time

(E) Notwithstanding subpart (c)(i)(C) above, in any year in which New Year's Eve (December 31st) falls on a Sunday, alcoholic beverages shall be permitted to be sold for consumption on premises from Midnight to 2 a.m. on such Monday morning.

(F) These hours and days of operation shall also apply to all catering permits issued for city sponsored events in the special entertainment district.

(ii) Hours and days of sale for all other on-premises consumption licensees:

(A) Monday through Friday: 12:00 p.m. until 2:00 a.m. the following day

(B) Saturday: 12:00 p.m. until 2:00 a.m. on Sunday morning

(C) Sunday: 12:00 p.m. until Midnight

(D) Tables must be cleared of all alcoholic beverages 30 minutes after latest sales time

(E) Establishments licensed as a bar shall "close for business" 1 hour after latest sales time. Close for business shall mean that no persons shall be present in the interior other than employees of the licensee who are working and law enforcement and that all signs, performances, and sales consistent with operations have ceased.

(F) Notwithstanding subpart (c)(ii)(C) above, in any year in which New Year's Eve (December 31st) falls on a Sunday, alcoholic beverages shall be permitted to be sold for consumption on premises from Midnight to 2 a.m. on such Monday morning.

~~No licensee for on-premises consumption shall furnish, sell or offer to sell any alcoholic beverage between the hours of 1:55 a.m. and 9:00 a.m. on Mondays through Saturdays, or between the hours of 1:55 a.m. and 12:00 Midnight on Sundays; provided, however, in any licensed eating establishment which derives at least 50 percent of its total annual gross sales from the sale of prepared meals or food in all of the combined retail outlets of the individual establishment and in any licensed hotel which derives at least 50 percent of its total annual gross income from the rental of rooms for overnight lodging, alcoholic beverages may be sold for consumption on premises on Sundays from 11:00 a.m. until 12:00 Midnight.~~

~~(d) Notwithstanding subpart (c) above, in any year in which December 31 (New Year's Eve) falls on a Sunday, every establishment licensed to sell alcoholic beverages for consumption on the premises, including bars and public clubs, shall be authorized to sell alcoholic beverages for consumption on the premises only between the hours of 11:00 a.m. and 12:00 Midnight.~~

(e) A distillery, a brewery, and a domestic farm winery tasting room located within a special entertainment district within the city, shall be authorized to sell its product on the same days and within the same hours as ~~an~~ other on-premises consumption licensees as set forth in subsection (c)(ii) of this Section~~.~~

Commented [KC67]: Current Code
Restaurants/Hotels/Brewpub
M-Sat - serve until 1:55 am
Sun - as early as 11 am and as late as midnight.
Tables must be cleared of alcoholic drinks 30 minutes after latest sales time (2:55 am M-Sat; 12:30 am on Sun.)

Commented [KC68]: Increase by 5 minutes to 2 am for ease of calculation. For restaurants, they can continue to stay open and serve food, but alcohol cannot be served after 2 am. Alcohol cleared from tables 30 min after latest sales time.

Formatted: Superscript

Commented [KC69]: Current Code for Bars/Public Clubs:
M-Sat - Serve until 1:55 am
Sun - Not actually permitted per code and highly regulated by state law which limits bars operating (those less than 50% food sales)…

Commented [KC70]: Proposed Code for Bars/Art-Rec Establishment:
M-Sat - 12 pm to 2 am (increase 5 min for easy enforcement)
Sun - 12 pm to Midnight (formally allowing)
Exception for new years to extend to 2 am
Tables must be cleared 30 minutes after latest sales time;
Must close for business 1 hour after latest sales time (only employees and law enforcement present)

Commented [KC71]: Note that Sunday sales must still stop at midnight. The area of state law we are leaning on for special entertainment district sales permits consumption for on-premises on Saturday until 3:55 am but Sunday is limited to Midnight.

Formatted: Superscript

(f) In all establishments licensed to sell alcoholic beverages for on-premises consumption, tables shall be cleared of all drinks containing alcohol by not later than 30 minutes following the latest time at which alcoholic beverages may be legally sold.

(Ord. No. 17-12, § 1, 8-22-2017; Ord. No. 18-11, § 1, 6-19-2018, eff. 11-20-2018)

Sec. 6-181. Furnishing to, purchase of, or possession by persons under 21 years of age of alcoholic beverages; use of false identification.

(a) Except as otherwise authorized by law:

(1) No licensee, employee of such licensee, or any person acting on behalf of, or with the knowledge of such licensee, shall give, sell, offer to sell, furnish, cause to be furnished, or offer to furnish any alcoholic beverage to any person who is under the lawful drinking age established by Georgia law.

(2) No licensee, employee of any licensee, or any person acting on behalf of any licensee shall furnish, sell, or give alcoholic beverages to any person on any day or at any time when the sale of same is prohibited by Georgia law or this ordinance.

(3) No person under 21 years of age shall purchase, drink, sell or possess alcoholic beverages.

(4) No person under 21 years of age shall misrepresent such person's age in any manner whatsoever for the purpose of obtaining any alcoholic beverage.

(5) No person knowingly or intentionally shall act as an agent to purchase or acquire any alcoholic beverage for or on behalf of a person under 21 years of age.

(6) No person under 21 years of age shall misrepresent his identity or use any false identification for the purpose of purchasing or obtaining any alcoholic beverage.

(b) The prohibitions contained in subsection (a) of this section shall not apply to the sale, purchase, or possession of alcoholic beverages for consumption for medical purposes pursuant to a prescription of a physician duly authorized to practice medicine in this state, at a religious ceremony, or when the parent or guardian of the person under age 21 gives the alcoholic beverage to such person when possession is in the home of the parent or guardian while such parent or guardian is present.

(c) It shall be the duty of every person seeking to purchase or possess alcoholic beverages from a licensee within the city to furnish, upon request, proper identification showing that the person is 21 years of age or older. For purposes of this section, the term "proper identification" means any document issued by a governmental agency containing a physical description of the person, such person's photograph, and giving such person's date of birth, and includes, without being limited to, a passport, military identification card, driver's license, or any identification card authorized by O.C.G.A. § 40-5-100.

(d) It shall be the affirmative duty of every licensee, employee of the licensee, or any person acting on behalf of the licensee, to check the proper identification of every person when selling or otherwise furnishing an alcoholic beverage to such person, or to permit, within the licensee's premises, any person in possession of an alcoholic beverage who is under the lawful drinking age established by Georgia law.

(Ord. No. 17-12, § 1, 8-22-2017)

Sec. 6-182. Open container.

(a) As used in this section, the term *"open container"* means any container, containing alcoholic beverages, which is immediately capable of being consumed from or the seal of which has been broken.

(b) No person shall possess an open container of any alcoholic beverage within the passenger compartment of a motor vehicle. Closed containers of alcoholic beverages may be transported in any part of a vehicle. Open containers shall be placed in a locked glove box, locked trunk or locked storage container.

(c) No person shall possess an open container of any alcoholic beverage while walking, standing or otherwise occupying any public street, road, or highway, sidewalk adjacent thereto, public parking lot, or other property owned or leased by the city; provided that where the city commission has approved, by resolution, a city-owned or leased building, location or facility as one where alcoholic beverages may be consumed, this section shall not apply to the otherwise lawful possession and consumption of alcoholic beverages at the location or in the area(s) so designated. The prohibition of this section shall not apply within a special entertainment district, as designated by the board of commissioners, between the hours of 12:00 p.m. until Midnight on Friday, Saturday, and Sunday, as well as on holidays recognized by the City of Griffin whereby the city's administrative offices are closed, and between the hours of 4:00 p.m. until Midnight on Monday through Thursday; provided all alcoholic beverages shall be in clear, plastic cups no greater than 16 ounces, displaying a boundary map of the special entertainment district. Notwithstanding the foregoing, all restrictions related to the days and hours of operation of establishments furnishing, selling or offering to sell alcoholic beverages, as set forth in section 6-180 or any other section of this code, shall govern, and nothing herein shall be interpreted to affect those restrictions.

(d) No person shall possess an open container of any alcoholic beverage on the premises of any retail package dealer, including parking lots adjacent thereto, at any time.

(e) Unless otherwise authorized by this section, no person shall enter or leave the premises of any dealer licensed to sell or dispense alcoholic beverages for consumption on the premises with an open container of any alcoholic beverage; provided, however, any restaurant which is licensed to sell wine for consumption on the premises may permit a patron to remove one unsealed bottle per patron for consumption off the premises if the patron has purchased a meal and consumed a portion of the bottle of wine with such meal on the restaurant's premises. The partially consumed bottle of wine shall be recorked or securely sealed by the licensee or its employees and placed in a bag or other container, with a dated receipt for the wine and meal attached to the container. If the licensee charges a recorking fee, such fee shall not exceed $3.00 per bottle of wine. If transported in a motor vehicle, the container with the resealed bottle of wine shall be placed in a locked glove compartment, a locked trunk, or the area behind the last upright seat of a motor vehicle that is not equipped with a trunk. The prohibition of this section shall not apply within the special entertainment district, as designated by the board of commissioners, between the hours of 12:00 p.m. until Midnight on Friday, Saturday, and Sunday, as well as holidays recognized by the City of Griffin whereby the city's administrative offices are closed, and between the hours of 4:00 p.m. until Midnight on Monday through Thursday; provided all alcoholic beverages shall be in clear, plastic cups no greater than 16 ounces, displaying a boundary map of the special entertainment district. Notwithstanding the foregoing, all restrictions related to the days and hours of operation of establishments furnishing, selling or offering to sell alcoholic beverages, as set forth in section 6-180 or any other section of this Code, shall govern, and nothing herein shall be interpreted to affect those restrictions.

(Ord. No. 17-12, § 1, 8-22-2017; Ord. No. 22-06, § 1, 8-9-2022)

Sec. 6-183. Brownbagging.

Brownbagging, as defined in this chapter, is prohibited within the city. Any person who brownbags, participates in consumption of any alcoholic beverage being brownbagged, or any licensee or employee of a licensed establishment in whose presence brownbagging knowingly or with reckless indifference occurs, shall be in violation of this section.

(Ord. No. 17-12, § 1, 8-22-2017)

Sec. 6-184. Purchases to be made only from licensed wholesalers.

Except when licensed as a distillery, brewery, brewpub, or winery, retail package licensees and retail consumption licensees shall not buy nor accept deliveries of alcoholic beverages from any person other than a wholesaler dealer or distributor licensed by the state department of revenue. Violation of this section is subject to citation punishable in accordance with Sec. 1-12 and is grounds for license suspension and revocation.

(Ord. No. 17-12, § 1, 8-22-2017)

Commented [KC72]: Just clarifies that we can cite for this and how the citation is fined. It also can be grounds for revocation or suspension of license.

Sec. 6-185. Storage of alcoholic beverages at retail.

Retail package dealers and retail consumption dealers shall store all alcoholic beverages on the premises for which the license was issued and at no other place. All stock shall be available at all times for inspection by any duly authorized representative of the city. Any alcoholic beverages found in any licensee's stock which was not sold or distributed in accordance with laws of the state to make sales and deliveries in the city shall be deemed contraband and subject to immediate confiscation.

(Ord. No. 17-12, § 1, 8-22-2017)

Sec. 6-186. Nonprofit civic organizations; temporary permits.

(a) As used in this section, the term *"bona fide nonprofit civic organization"* means a nonprofit corporation or entity which is exempt from federal income tax pursuant to the provisions of subsections (c), (d) or (e) of 26 U.S.C. § 501.

(b) Bona fide nonprofit organizations may qualify for a temporary permit from the commissioner of the department of revenue to sell alcoholic beverages for consumption on the premises for a period not to exceed three days. No more than six such permits may be issued to a single qualified organization in any calendar year.

(c) An authorized representative of a bona fide nonprofit organization may apply to the city manager for a letter certifying the date, time and event location as a condition for seeking a temporary permit from the commissioner. The city shall impose no fee or charge for such letter.

(Ord. No. 17-12, § 1, 8-22-2017)

Sec. 6-187. In-room sales in hotels.

Licenses obtained by hotels shall include the right to deliver alcoholic beverages in unbroken packages to registered guests' rooms when such beverages have been ordered by such guests and/or to provide a cabinet or other facility in a hotel guest's room which contains alcoholic beverages for which licensed, and which is provided upon written request of the guest, and which is accessible by lock and key only to the guest, and for which the sale of the alcoholic beverages contained therein is final at the time requested, except for a credit which may be given to the guest for any unused and unopened portion. All alcoholic beverages sold or distributed under this section shall be obtained by the hotel directly from a licensed wholesaler or distributor and shall be stored on the premises of the hotel until sold or served.

(Ord. No. 17-12, § 1, 8-22-2017)

Sec. 6-188. Malt beverage and wine tastings.

(a) An ancillary tasting license may be issued in conjunction with a retail consumption license for alcoholic beverages, including brewpubs, or a retail package license for malt beverages and/or wine only, and a valid current license from the state.

(b) No tasting shall be conducted on the premises of any place of business licensed to sell distilled spirits in the unbroken package.

(c) A tasting license shall allow the licensee to offer malt beverage or wine samples in connection with an educational or appreciation class. A tasting license is intended to allow such activity on a limited basis and shall not be a part of the core operations of such establishment. Such events shall be limited to no more than six per week and shall not exceed two consecutive hours in length. No more than three classes may be held in any consecutive 24-hour period.

(d) A tasting licensee shall be subject to all laws, rules and regulations of the city and state, and shall be subject to license revocation for violation thereof.

(e) Tasting licensees shall be subject to the following restrictions:

(1) No customer shall receive more than eighteen ounces of wine from the licensee per class, and the licensee shall not serve any individual portion that exceeds three ounces.

(2) No customer shall receive more than 32 ounces of malt beverage from the licensee per class, and the licensee shall not serve any individual portion that exceeds eight ounces.

(3) Only the licensee or an employee thereof shall open, handle, and serve opened packages or bottles of wine, and individual samples shall only be poured by the licensee or an employee thereof.

(4) Customers shall not remove opened packages or unsealed bottles from the premises.

(5) Customers may not attend more than one class in a single day.

(6) The educational and appreciation classes shall consist of at least one hour of lecture on craft malt beverages or wines, including a lecture on responsible alcohol consumption.

(7) Tasting licensees are prohibited from conducting tastings at any location where motor fuel is sold or dispensed on the premises. No ancillary tasting license shall be granted to any retail package dealer in distilled spirits.

(8) Attendance at classes may be limited on a "first come" basis and reasonably restricted to available seating space.

(9) No licensee shall charge more than $20.00 for a person to attend a class, inclusive of the cost of the malt beverage or wine sampled at the event, unless the event is held as a fundraiser for a charity or nonprofit cause. If held for charitable purposes, the licensee shall conspicuously display a sign at the event identifying the name of the charity and provide a written receipt. Records shall be maintained showing the amount raised, the cost of putting on the event, and the actual amount remitted to the charity.

(10) A distillery, brewery, or winery that conducts tours on the premises where its product is manufactured, including providing samples to tour participants, is not required to hold an ancillary tasting license.

(Ord. No. 17-12, § 1, 8-22-2017)

Secs. 6-189—6-200. Reserved.

ARTICLE VI. ADDITIONAL REGULATIONS FOR RETAIL PACKAGE DEALERS

Sec. 6-201. Merchandise restrictions.

(a) No retail package dealer of distilled spirits shall operate such business in connection with any other mercantile establishment, except that a package dealer may sell or display or keep in stock for retail sale the following inventory:

(1) Distilled spirits, wines, malt beverages, provided the dealer is separately licensed for each.

(2) Tobacco products, limited to tobacco, cigarettes, cigars, chewing tobacco, snuff, cigarette papers, lighters and matches which do not carry or refer to the name of any licensed dealer or the location of his place of business.

(3) Beverages containing no alcohol and commonly used to dilute distilled spirits.

(4) Ice and ice chests.

(5) Paper, styrofoam or plastic cups.

(6) State-approved lottery tickets and related lottery materials but only if the dealer is a state-approved retail lottery dealer location.

(7) Bar supplies, limited to corkscrews, openers, straws, swizzle sticks, and bar-related glassware and ceramic ware, cocktail olives, onion, cherries, lemons and limes.

(b) Beverages containing no alcohol and commonly used to dilute distilled spirits may be dispensed through the use of vending machines, but no beverage alcohol shall be dispensed through such vending machines.

(Ord. No. 17-12, § 1, 8-22-2017)

Sec. 6-202. Merchandise and sales restrictions in specialty package retailers, grocery stores, discount/general merchandise department stores, and convenience stores.

(a) Where malt beverage or wine sales are licensed in conjunction with a specialty package retailer, grocery store, discount/general merchandise department store, or convenience store, no licensee shall sell or offer to sell any firearms, ammunition, or weapons of any character.

(b) During those hours and on those days when alcoholic beverages are not permitted to be sold, it shall be the duty of the licensee to remove all alcoholic beverages from its shelves or otherwise secure the inventory in such manner as to notify customers that these products are not available for sale at that time.

(Ord. No. 17-12, § 1, 8-22-2017)

Sec. 6-203. Sale or delivery to unlicensed premises.

No package dealer shall make or allow to be made any deliveries of alcoholic beverages beyond the boundaries of the premises covered by the license, except as permitted by O.C.G.A. § 3-3-10.

(Ord. No. 17-12, § 1, 8-22-2017)

Commented [KC73]: Formally allows for alcohol delivery only as permitted by OCGA 3-3-10

Sec. 6-204. Name of liquor licensee to be displayed.

Each premises licensed for the package sale of distilled spirits shall have printed on the front window or door thereof the name of the licensee in uniform letters, not less than four nor more than eight inches in height and the words "Liquor," "Liquor Store" or "Package Store."

(Ord. No. 17-12, § 1, 8-22-2017)

Sec. 6-205. Liquor prices to be conspicuously displayed.

Each package dealer of alcoholic beverages shall conspicuously display within the interior of the licensed premises a printed price list of the alcoholic beverages offered for sale or, in lieu thereof, shall place the price of each item on the container or on the shelf where the container is exhibited for sale.

(Ord. No. 17-12, § 1, 8-22-2017)

Sec. 6-206. Games of chance; coin-operated devices on premises.

Gambling, betting, or the operation of games of chance, punchboards, slot machines, lotteries or tickets or chances (other than official games of the Georgia Lottery Commission), or other such scheme or device involving the hazarding of money or any other thing of value in any licensed place of business, or in any room adjoining or connected with the same and owned, leased or controlled by the alcohol beverage licensee, shall be cause for suspension or revocation of the license; provided that licensed coin-operated amusement devices and vending machines for dispensing soft drinks and tobacco products are permitted.

(Ord. No. 17-12, § 1, 8-22-2017)

Sec. 6-207. Regulation of craft beer sales and wines; samples.

(a) Except for brewpubs which manufacture their own craft beers on the premises, licensees who offer for sale craft beers shall purchase their product from licensed wholesalers in kegs only; craft beers sold and distributed for off-premises consumption shall be sold in growlers or in the original package if the licensee's location meets the requirements of section 6-31(c). Growlers shall be filled from a tapped keg, upon the customer's order, and may not be pre-filled or available in a cooler for later sale or delivery. All growlers shall be sanitized by the licensee or its employees and securely sealed using heat-shrink technology at the time of delivery to the customer. When sealed in this manner, the growler shall be deemed an "unbroken" package.

(b) Except for eating establishments that may allow a customer to remove an open, unfinished bottle of wine from the premises, licensees who offer for sale wines shall deliver the product to customers for off-premises consumption only in original packages with the seal unbroken.

(c) Licensees may offer customers samples of craft malt beverages and wines under the following conditions:

  (1) Samples may be provided only upon a customer's request and limited to product available for sale within the licensed establishment.

  (2) Samples may not exceed two ounces and no customer may consume, in total, more than eight ounces of product.

  (3) No open container containing a sample may be removed from the premises.

  (4) No charge shall be imposed on the customer for the sample.

(5) Samples shall only be served by the licensee or its employee.

(Ord. No. 17-12, § 1, 8-22-2017)

Sec. 6-208. Security cameras required.

(a) All retail business establishments licensed by the city to engage in the sale of alcoholic beverages by the package for off-premises consumption are required to install and maintain in proper working order security cameras in accordance with this section.

(b) To meet the requirements of this section, cameras must be capable of producing a retrievable image on ~~film, tape, or~~ digital media that can be made a permanent record and can be enlarged. ~~through projection or other means~~. Cameras and video equipment, whether digital or analog, shall be maintained in proper working order at all times and shall be periodic inspection by order of the chief of police or his designee. Initial location and placement of all such cameras shall be approved by the chief of police or his designee as a condition of license issuance and annual renewal.

(c) Cameras shall be placed at all points of entry/egress of the building, and at all cash registers or points of sale. Where feasible cameras shall also be place on the front, rear, and sides of the building to cover approaches to the building, including parking areas.

(d) Video cameras shall be capable of producing sharply detailed, still frame video images in color, and have minimum specifications of ~~1 TB,~~ 960 × 480 resolution, with 100' night vision.

(e) Still cameras shall meet the following minimum specifications:

(1) Automatic still frame;

(2) Capable of being concealed where feasible;

(3) Remote activation;

(4) Quiet activation;

(5) Must be digital format of at least four megapixels quality;

(6) Capable of producing good quality color photographs;

(7) Automatic focus;

(8) Easily accessible for film loading and maintenance;

(9) Capable of showing signs or signals of activation covertly; and

(10) Have wide-angle capability.

(f) Licensee shall be required to maintain film, video, or digital media captured by security cameras for a minimum period of two (2) calendar weeks. Upon demand ~~the occurrence of a criminal act at or near the licensee's business establishment~~, the licensee (as a condition of its license) shall make accessible to law enforcement the film, video, or digital media ~~upon request and~~ under procedures established to assure the chain of custody of such film or video in a manner that it may be used as evidence in a case. The licensee shall cooperate with law enforcement to confirm the authenticity of such evidence for use at trial.

(g) For purposes of this section ~~only~~, when a licensee is required by this Code section to install security cameras, and maintain the same in proper working order, the failure to install cameras, maintain cameras in proper working order, and/or provide video within twenty-four (24) hours of the City's demand ~~install such cameras or the failure to maintain cameras in proper working order~~ shall be a violation of this section, punishable by ~~returnable upon~~ citation in~~to~~ municipal court. ~~, and u~~Upon conviction, the citation shall be punishable by a monetary fine up to $1,000.00. ~~e only.~~ The police department shall conduct periodic inspections of all

Commented [KC74]: This entire section only applies to package dealers for off-premises consumption. NOT restaurants or bars.

Commented [KC75]: Digital media will be required now rather than film or tape options.

Commented [KC76]: Approval of location and sufficiency by the police department is required for licenses, including renewals.

Commented [KC77]: At the town hall, a licensee asked how long they would be required to maintain a video as data storage limits can vary widely. It was pointed out that the 1TB data storage was still vague because it didn't specify if it was one camera or all cameras on the premises. This has been removed and replaced with a requirement that licensees maintain footage for at least two weeks. They can decide based on the number of cameras they have what their storage capacity needs are.

Commented [KC78]: Rather than requiring 1TB of data, we are requiring that video be kept for a minimum period of two weeks.

Commented [KC79]: Emphasizes that this material should be provided on demand. .

Commented [KC80]: One of the changes following the town halls was that we will be requiring that the footage/video be provided within 24 hours of the City's demand. This was reduced because we are only requiring that video be kept for 2 weeks, so it is important that we not have lapses if we demand video.

Commented [KC81]: Emphasizes the penalty for failing to comply--a citation—and a maximum fine. This can be checked by periodic inspection or because they failed to provide access to footage in a reasonable amount of time. They will be given 10 days to install cameras after the citation, and after that compliance period, they could face a fine of up to $1000 per day. It is also grounds for suspension or revocation, especially if it happens more than once.

premises of licensed retail establishments subject to this section; upon finding a violation, either as a result of periodic inspections or as a result of licensees failure to meet the requirements of this section, the licensee shall be issued a citation and have ~~20~~10 days from the date of citation to install or maintain security cameras in accordance with this section; should the licensee fail or refuse to comply within the 10 day compliance period ~~such period~~, licensee shall be subject to an additional citation carrying a fine of $1,000.00 per day that it remains out of compliance. Violation of this section shall also constitue grounds for suspension, revocation, or non-renewal of a license. ~~for a first offense the maximum fine shall be $50.00; the second offense within a two-year period shall be $100.00; and a third or subsequent offense within the two-year period shall be $250.00; provided, however, each day following the 20 day grace period from which citation issues in which cameras are not installed or placed in proper working condition shall be deemed a separate offense of this section, resulting in a maximum fine of $1,000.00 per day. Violation of this section shall also constitute grounds for revocation or non-renewal of a license.~~

(Ord. No. 17-12, § 1, 8-22-2017)

Sec. 6-209. Lighting; Visibility of premises.

(a) The exterior of each package retailer shall contain sufficient lighting so that all sides of the buildings and all entrances are clearly visible at all times.

Commented [KC82]: Applies to exterior of package retailer license only.

Secs. 6-21~~009~~—6-226. Reserved.

ARTICLE VII. ADDITIONAL REGULATIONS FOR RETAIL CONSUMPTION DEALERS

Sec. 6-227. Other mercantile businesses prohibited.

A retail consumption dealer of distilled spirits shall not operate such establishment in connection with any other mercantile business, trade, or profession, except a hotel, eating establishment, brewpub, Georgia farm winery tasting room, bar, art and recreational entertainment establishment, ~~public club,~~ fraternal organization, or bona fide private club as defined in this chapter. It shall be a violation of this section for any on-premises consumption licensee to sell, offer to sell, or keep on the premises with intention to sell, any item not commonly associated with such type establishment, including but not limited to guns, ammunition, knives, weapons of any character, gambling paraphernalia including playing cards or dice, and non-immediately consumable food items including groceries. Non-alcoholic beverages, packaged chips, snacks, tobacco products and accessories, and logo'ed merchandise including clothing, shall be considered commonly associated items for sale in such establishments.

(Ord. No. 17-12, § 1, 8-22-2017)

Sec. 6-228. Premises to be well lighted.

The exterior of each building in which alcoholic beverages are sold for on-premises consumption shall contain sufficient lighting so that all sides of the buildings and all entrances thereto are clearly visible at all times when the premises are open for business. Also, the lounge and restaurant area, including all tables, booths, and other areas where customers are served, and all passageways for customers shall be sufficiently well illuminated so that they may be viewed by those in the premises.

(Ord. No. 17-12, § 1, 8-22-2017)

Sec. 6-229. Disturbances of the peace; security of premises.

Licensee's agent, managers, and employees shall be responsible for keeping an orderly place and shall not permit any employee, patron, or other person to cause a disturbance or engage in loud, boisterous, lewd, or obscene conduct or practice within the establishment without sufficient consequence. If Licensee's agent, employees, and/or managers know or reasonably should know that patrons or persons directly outside of the licensed premises are standing, sitting, mingling, or assembling in a manner that causes or contributes to disturbances, illegal acts, or littering of trash/bottles generated from the Licensees establishment, Licensee should make efforts to address the activity, including calling law enforcement if necessary. ~~No licensee shall knowingly permit any disturbance of the peace, or act of obscenity or public indecency on its premises. Repetitive or continuous breaches of the peace at the licensed premises or in parking areas adjacent thereto may constitute a nuisance and be subject to abatement, including suspension or revocation of the alcohol license(s).~~ It shall be the responsibility of the licensee to provide reasonable measures to safeguard patrons and employees while on their premises. In the event of an adverse action due to violation of this section, a probationary license may be issued requiring an action plan to mitigate the impact of disorderly patrons, including requiring licensee to retain off-duty City of Griffin POST certified officers or Spalding County Sheriff's deputies as additional security, requiring cameras, or other solutions.

(Ord. No. 17-12, § 1, 8-22-2017)

Sec. 6-230. Bars ~~and public clubs~~; special requirements.

(a) A bar ~~or public club~~, as defined in this chapter, not meeting the definition of an eating establishment as defined herein, shall have a minimum seating capacity for not less than 30~~40~~ persons, as certified by the fire marshal under applicable building, fire and life safety codes, with all seating provided at tables, booths, bars, and counters unobstructed and open to view. No screens, blinds, curtains, partitions, articles, or things may obstruct the inside view of tables, booths, or other areas where customers are served and/or sit; provided that nothing herein shall be interpreted to prevent the licensee from placing curtains, blinds, tint, or similar dressing on or over windows, except as limited by building or fire code.

(b) Prior to opening and upon annual renewal, a bar ~~or public club~~ shall obtain a certificate of occupancy, certificate of completion, or planning and zoning certification, as applicable, ~~from the building official~~ certifying compliance with all applicable building and construction codes and regulations and certifying compliance with fire and life safety codes for the use, occupancy type, and capacity of the establishment.

(c) ~~.~~It shall be the duty of the licensee to strictly enforce occupancy limits at all times. Bar licensees or their designee, such as a bouncer, must provide the current number of occupants upon demand of the fire marshal. Licensees are encouraged to utilize 'fire marshal clickers' or other mechanisms to keep track of the occupancy within the establishment. The fire marshall has authority to determine compliance with occupancy lmits based on a visual inspection of the premises and may recommend adverse action against the licensee, including supsesion, revocation, or sanction, if the occupancy limit is violated.

(d) All establishments licensed as bars shall be required to have a bouncer, qualified pursuant to the requirements of state law, who shall be primarily responsible for verifying age for admittance, security, maintaining order, or safety, or a combination thereof. In the event that the licensee is required, as a condition of the probationary issuance of the license, to retain an off duty City of Griffin POST certified officer or an off-duty Spalding County Sherriff's deputy to provide additional security, such officer/deputy shall not be a substitute for a bouncer and shall not be responsible for verifying age of admittance or keeping up with the current occupancy of the establishment.

(e) All establishments licensed as bars shall be required to install and maintain in proper working order security cameras in accordance with this section. To meet the requirements of this section, cameras must

Commented [KC83]: Limited to within the establishment. Provides for "without sufficient consequence" which could include ejecting them from the business.

Commented [KC84]: This is altered from the previous draft. Rather than "licensee shall be responsible for monitoring," it has been modified to if they "know or reasonably should know."

Commented [KC85]: This is altered from the previous draft. Rather than stating licensee "shall prohibit…" it has been modified so they should "make efforts" to address the activity, including calling law enforcement. This is similar to how the current code reads as it prohibited licensees from "knowingly permitting any disturbance of the peace."

Commented [KC86]:

Commented [KC87]: Fire and life safety codes are already required as part of the applicable building code requirement. This just provides for a statement rather than just a CO or CC which isn't always applicable, and is more specific as to what must be in that statement (use, occupancy type, capacity, building and maintenance compliance).

Commented [KC88]: This is not a change. State law and the current code all require that you enforce occupancy, and part of doing this is knowing how many people are within your establishment.

Commented [KC89]: The City is encouraging the use of fire marshal clickers, but whatever means the licensee chooses is up to them. The main thing is that the licensee, or designee such as a bouncer, should be able to provide the current number of occupants upon demand of the fire marshal.

Commented [KC90]: Not required, but it may be added as a condition for a probationary license if there are repeated issues.

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Commented [KC91]: Applies only to BAR licensees. If you have an eating establishment license, this does NOT apply to you.

Note this section has the same language/requirements for package stores.

be capable of producing a retrievable image on digital media that can be made a permanent record and can be enlarged. Cameras and video equipment, whether digital or analog, shall be maintained in proper working order at all times and shall be periodic inspection by order of the chief of police or his/her designee. Initial location and placement of all such cameras shall be approved by the chief of police or his designee as a condition of license issuance and annual renewal. Cameras shall be placed at all points of entry/egress of the building, at all cash registers or points of sale, and on all "dance floors.". Where feasible, as determined by the chief of police or his/her designee, cameras shall also be place on the front, rear, and sides of the building to cover approaches to the building, including parking areas. Security cameras shall be capable of the following:

(i) Video cameras shall be capable of producing sharply detailed, still frame video images in color, and have minimum specifications of 960 × 480 resolution, with 100' night vision.

(ii) Still cameras shall meet the following minimum specifications:

(1) Automatic still frame;

(2) Capable of being concealed where feasible;

(3) Remote activation;

(4) Quiet activation;

(5) Must be digital format of at least four megapixels quality;

(6) Capable of producing good quality color photographs;

(7) Automatic focus;

(8) Easily accessible for film loading and maintenance;

(9) Capable of showing signs or signals of activation covertly; and

(10) Have wide-angle capability.

(f) Licensee shall be required to maintain film, video, or digital media captured by security cameras for a minimum period of two (2) calendar weeks. Upon demand, the licensee (as a condition of its license) shall make accessible to law enforcement the film, video, or digital media under procedures established to assure the chain of custody of such film or video in a manner that it may be used as evidence in a case. The licensee shall cooperate with law enforcement to confirm the authenticity of such evidence for use at trial.

(g) When a licensee is required by this Code section to install security cameras, and maintain the same in proper working order, the failure to install cameras, maintain cameras in proper working order, and/or provide film/video/digital media within twenty-four (24) hours of the City's demand shall be a violation of this section, punishable by citation in municipal court. Upon conviction, the citation shall be punishable by a monetary fine up to $1,000.00. The police department shall conduct periodic inspections of all premises of licensed retail establishments subject to this section; upon finding a violation, either as a result of periodic inspections or as a result of licensees failure to meet the requirements of this section, the licensee shall be issued a citation and have 10 days from the date of citation to install or maintain security cameras in accordance with this section. Should the licensee fail or refuse to comply within the 10 day compliance period, licensee shall be subject to an additional citation carrying a fine of $1,000.00 per day that it remains out of compliance. Violation of this section shall also constitue grounds for suspension, revocation, or non-renewal of a license.

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Commented [KC92]: Added to remove the vague 1TB data requirement.

Commented [KC93]: Video must be provided upon demand.

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Commented [KC94]: Failure to provide video within 24 hours of the city's demand is grounds for a citation and possible action against the license. This was reduced from 48 hours in the proposal submitted at town halls because we limited the time that video had to be kept to 2 weeks—the importance of getting video timely goes up if the video will be erased within 2 weeks.

(Ord. No. 17-12, § 1, 8-22-2017)

Sec. 6-231. Nudity and partial nudity prohibited.

(a) The following types of entertainment, attire and conduct are prohibited upon the premises of any establishment licensed to sell, serve, dispense or distribute alcoholic beverages for consumption on such premises:

(1) The employment or use of any person, in any capacity, in the sale or service of alcohol beverages while such person is unclothed or in such attire, costume or clothing, as to expose to view any portion of the female breast below the top of the areola or of any portion of the male or female pubic hair, anus, cleft of the buttocks, vulva and genitals.

(2) Live entertainment where any person appears in the manner described in paragraph (1) of this section or where such person(s) perform(s) acts of or acts which stimulate any of the following:

a. Sexual intercourse, masturbation, sodomy, bestiality, oral copulation, flagellation or any sexual act which is prohibited by law;

b. The caressing or fondling of the breasts, buttocks, anus or genitals; or

c. The displaying of the male or female pubic hair, anus, vulva or genitals.

(3) The holding, promotion, sponsoring or allowance of any contest, promotion, special night, event or any other activity where patrons of the licensed establishment are encouraged or allowed to engage in any of the conduct described in subsections (1) and (2) above; provided, however, that nothing contained in subsection (2) shall apply to the premises of any mainstream performance house, museum or theatre which derives less than 20 percent of its gross annual income from the sale of alcoholic beverages.

(Ord. No. 17-12, § 1, 8-22-2017)

Sec. 6-232. Pricing, Advertising, and Service Limits.

No on-premises retail consumption licensee, employee, or agent of licensee shall:

(a) Sell, offer to sell, or deliver distilled spirits by the bottle; or

(b) Encourage or permit any game or contest involving drinking alcoholic beverages.

Violation of this section shall be grounds for suspension, revocation, sanction, or denial of a renewal license.

Sec. 6-233. City of Griffin Golf Course.

The City of Griffin Golf Course is permitted to obtain a license for on-premises consumption. The license must be obtained by a City of Griffin employee or golf pro contractor (if not an employee) who, as a requirement of their position, must qualify as an agent for an on-premises consumption alcohol license and satisfy all requirements imposed by this ordinance and state law regarding the service of alcoholic beverages. Any license issued shall be valid for the entire premises known and operated as the "Griffin Golf Course."

Commented [KC95]: The sections within this Article specifically are applicable to retail consumption dealers, but this was added to clarify.

Commented [KC96]: An on-premises consumption dealer cannot sell liquor intended for consumption off premises, and state law prohibits serving persons who are already intoxicated. If a liquor bottle is sold, the licensee cannot determine whether the alcohol is being served or consumed by someone who is already intoxicated. This provision only seeks to enforce that to the extent permitted by state law.

Commented [KC97]: Drinking games or contests that encourage patrons to consume alcohol to the point of excess violate state law prohibitions against serving alcohol to excess.

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No. 25 –

AN ORDINANCE

AN ORDINANCE, AMENDING THE CODE OF GRIFFIN, GEORGIA, AT CHAPTER 6, ALCOHOLIC BEVERAGES, ARTICLE I, IN GENERAL; ARTICLE II, PURPOSE AND INTENT, VIOLATIONS; ARTICLE III, LICENSES, QUALIFICATIONS, LOCATIONS RESTRICTIONS, SUSPENSION AND REVOCATION OF LICENSES; ARTICLE IV, EXCISE TAX; ARTICLE V, REGULATIONS FOR ALL ESTABLISHMENTS AND MISCELLANEOUS PROVISIONS; ARTICLE VI, ADDITIONAL REGULATIONS FOR RETAIL PACKAGE DEALERS; ARTICLE VII, ADDITIONAL REGULATIONS FOR RETAIL CONSUMPTION DEALERS; TO PROVIDE AN EFFECTIVE DATE; TO REPEAL ALL ORDINANCES AND PARTS OF ORDINANCES IN CONFLICT HEREWITH; AND FOR OTHER PURPOSES.

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

Section 1. The Code of Griffin, Georgia is hereby amended at Chapter 6, ALCOHOLIC BEVERAGES, which hereinafter shall provide as follows:

"CODE OF GRIFFIN, GEORGIA

CHAPTER 6 – ALCOHOLIC BEVERAGES[1]

ARTICLE I – IN GENERAL

Sec. 6-1. Definitions.

The following words, terms and phrases, when used in this chapter, shall have the meanings ascribed to them in this section, except where the context clearly indicates a different meaning:

Alcohol means ethyl alcohol, hydrated oxide of ethyl, or spirits of wine, from whatever source or by whatever process produced.

Alcoholic beverage means and includes all alcohol, distilled spirits, beer, malt beverage, wine or fortified wine, intended for human consumption.

Art and Recreational Entertainment Establishment means a licensed retailer establishment, that is not a restaurant or a bar as defined by this Chapter, deriving at least twenty-six percent of

[1] Ord. No. 24-7 § 1, adopted May 27, 2025, repealed the former Ch. 6 and enacted a new Ch. 6 as set forth herein; The former Ch. 6 pertained to similar subject matter and derived from Ord. No. 17-12, adopted August 22, 2017.

Cross reference(s)—Businesses, Ch. 26.

State law reference(s)—Georgia Alcoholic Beverage Code, O.C.G.A. § 3-1-1 *et seq.*

its total annual gross sales from the sale of art/recreational activities and merchandise and/or food; having the principal purpose of offering art and recreational entertainment to the public, including live music, theatrical productions, art shop classes/education, comedians, and leisure activities; and wherein the sale of alcoholic beverages for on premises consumption is incidental to its primary enterprise and activity on the premises. The primary activity on the premises shall be family-oriented in nature, meaning a use which attracts a range of individuals from all age groups. Establishments for which the primary purpose is to provide a rental location for hosting entertainment, art events, music or theatrical shows, or other events, are specifically excluded from this definition. Bingo parlors, dance halls, night clubs, billiard parlors, skating arenas, adult entertainment and/or sexually related entertainment activities, event centers, banquet halls and similar uses are specifically excluded from this definition. Such establishments shall not be operated or conducted in conjunction with any other mercantile business, trade or profession, and may offer and sell only those items associated with its primary activity, in addition to food and beverages. Under this chapter, an Art and Recreational Entertainment Establishment may only be licensed to operate on premises located within a special entertainment district designated by the board of commissioners.

Art shop means a retail business devoted exclusively to providing art education that is limited to instruction in painting, sculpture and similar crafts and selling and displaying portraits, paintings, sculptures and similar art work and crafts. An art shop shall not allow activities that would cause the business to be an "adult entertainment establishment."

Authorized catered event means a function held at a location within the city for which an event permit has been issued in accordance with this section.

Bar means any premises at which a licensed retailer derives 75 percent or more total annual gross revenue from the sale of alcoholic beverages for consumption on the premises; serving food and providing live music entertainment is permitted but shall only be incidental to the primary business of serving alcoholic beverages for on-premises consumption. Under this chapter, a bar may only be licensed to operate on premises located within a special entertainment district designated by the board of commissioners.

Barrel means (a) as related to distilled spirits, 53 gallons; and (b) as relates to malt beverages, 31 gallons.

Bouncer means an individual primarily performing duties in a bar related to verifying age for admittance, security, maintaining order, or safety, or a combination thereof.

Brewer or *Brewery* means a manufacturer of malt beverages.

Brewpub means an eating establishment in which malt beverages are manufactured on the premises, subject to the barrel production limitation prescribed in O.C.G.A. § 3-5-36.

Bona fide private club means any nonprofit association organized under the laws of the state which:

(1) Has been in existence at least one year prior to the filing of its application for a license to be issued pursuant to this chapter;

(2) Has at least 75 regular dues-paying members;

(3) Owns, hires, or leases a building or space within a building for the reasonable use of its members, which building or space:

(i) Has suitable kitchen and dining room space and equipment; and

(ii) Is staffed with a sufficient number of employees for cooking, preparing, and serving meals for its members and guests; and

(4) Has no member, officer, agent, or employee directly or indirectly receiving, in the form of salary or other compensation, any profits from the sale of alcoholic beverages beyond a fixed salary.

Brownbagging means the bringing, taking or carrying of any alcoholic beverage into a business lawfully operating within the city but not licensed for the consumption of alcoholic beverages on the premises, with the intent to consume such alcoholic beverage on the premises, or the taking of any alcoholic beverage into premises licensed for the sale of alcoholic beverages during such times the sale or consumption of such beverages is prohibited by law; provided that bringing an alcoholic beverage into a house, apartment, room or other unit designed for private residential occupancy for consumption by the residents and invited guests thereof shall not fall within this definition.

College campus means all buildings and grounds of any public or private technical school, vocational school, college, university, or other institution of postsecondary education.

Convenience store means a retail store carrying a limited selection of canned, packaged or prepared food and grocery items and at which gasoline may be regularly available for sale, provided that no service or mechanical work is performed on motor vehicles, and provided further that the minimum wholesale value of the inventory of food and grocery items maintained on the premises for sale to the public is no less than $15,000.00, exclusive of malt beverages and wine, tobacco products and candy.

Craft beer, as defined by the Brewers Association, Boulder, Colorado, the trade organization for the craft beer/microbrewing industry, are beers (a form of malt beverage) produced by a small, independent brewer who follows traditional brewing processes using select, sometimes non-traditional, ingredients to produce a distinctive product. Craft brewers produce very limited annual quantities, much less than traditional breweries which produce millions of barrels per year.

Dessert wine means a wine having an alcoholic strength of more than 14 percent alcohol by volume but not more than 24 percent alcohol by volume.

Discount store means a store with retail floor space open to the public in excess of 9,000 square feet of which no more than 4 percent is devoted to the sale of alcoholic beverages.

Distilled spirits means any alcoholic beverage obtained by distillation or containing more than 21 percent alcohol by volume, including, but not limited to, all fortified wines.

Distiller means a manufacturer of distilled spirits.

Domestic winery means any winery, manufacturer, maker, producer, or bottler of wine located within this state.

Drug store means a retail store at which prescription drugs and medications are dispensed under the control of a licensed pharmacist, and which sells at retail various personal health-related items for which prescriptions are not required.

Eating establishment means an establishment open to the public which is licensed to sell distilled spirits, malt beverages, and/or wines for consumption on the premises and which derives at least 50 percent of its total annual gross food and beverage sales from the sale of prepared meals or food as its principal business purpose. In order to be licensed for consumption of alcoholic beverages on the premises under this chapter, eating establishments are expected to keep and maintain regular days and hours of operation, at least four days per week, as a convenience to the public, other than holidays, vacations, and periods when closed for repairs or remodeling. When determining the total annual gross food and beverage sales for eating establishments operating as a brewpub, barrels of malt beverages sold to licensed wholesale dealers, or packaged in bottles or growlers sold to the public for consumption off the premises, shall not be used.

Educational building shall mean only those state, county, city, church school buildings, or buildings at such other schools in which are taught subjects commonly taught in the common schools and colleges of this state and which are public schools or private schools as defined in O.C.G.A. § 20-2-690.

Food caterer means any person who prepares food for consumption off the premises where prepared and offers it, for hire, at an authorized catered event.

Fortified wine means any alcoholic beverage containing more than 21 percent alcohol by volume made from fruits, berries, or grapes either by natural fermentation or by natural fermentation with brandy added. The term includes, but is not limited to, brandy. Fortified wine is classified as a distilled spirit.

Fruit grower means any person who grows peaches, apples, pears, grapes, or other perishable fruits in this state and who manufactures distilled spirits from the perishable fruits grown in this state.

General-merchandise department store means a store with retail floor space open to the public in excess of 9,000 square feet of which no more than 4 percent is devoted to the sale of alcoholic beverages.

Georgia farm winery means a domestic winery which makes at least 40 percent of its annual production from berries, fruits and grapes grown in the State of Georgia and which is directly licensed by the Commissioner of Revenue to manufacture wine in this state.

Grocery store shall mean a grocery retailer carrying a full selection of food and grocery items, including fresh produce and meats and having a minimum total retail floor space of 10,000 square feet of which at least 85 percent is reserved for the sale of food and other nonalcoholic beverage items.

Growler means a bottle, container or vessel, with a capacity of at least 32 ounces and not exceeding 64 ounces that is designed for and especially intended to be filled with a craft beer from a keg by a licensee, or employee of a licensee, holding an eating establishment, brewpub, hotel, or bar license for on premises consumption issued pursuant to this chapter, or a specialty package retailer. A refilled growler that has been properly sealed shall be considered an "unbroken package" for purposes of this chapter.

Hearing Officer means the attorney appointed by the Board of Commissioners to serves as the Griffin Municipal Judge sitting in an administrative judicial capacity for hearings on suspensions, revocations, and denials of alcohol licenses, applications, and renewals; provided, however, in the event of a conflict of interest for which the Griffin Municipal Court Judge must recuse himself, hearing officer shall mean the Griffin Municipal Court Associate Judge appointed by the Board of Commissioners.

Housing authority property shall mean any property containing 300 housing units or fewer owned or operated by a housing authority created by Article 1 of Chapter 3 of Title 8, the “Housing Authorities Law.”

Hotel means any lodge, inn, or similar establishment which offers overnight sleeping accommodations to registered guests for hire, and at which one or more prepared meals or food are regularly served daily and consumed in one or more dining rooms, having an adequate and sanitary kitchen, such sleeping accommodations and dining rooms being conducted on the same premises; provided, however, “Short-term rentals,” as defined in Sec. 22-240 of this Code, are explicitly excluded from this definition. Hotels may grant franchises for the operation of an eating establishment and lounge on their premises, and the holder of such franchise shall be included in this definition of hotel. Lounges may be located separately from dining facilities in hotels provided there is a commonality of ownership of the eating establishment and lounge.

Licensed alcoholic beverage caterer means any Georgia retail dealer licensed, either for package sales or on-premises consumption of alcoholic beverages, who additionally holds a valid license from a county or municipality to sell distilled spirits, malt beverages, or wine for consumption off-premises at authorized catered events.

Lounge means a separate room adjacent to and under common ownership with an eating establishment in which alcoholic beverages may be sold by the drink for consumption on the premises. Except in the case of a bona fide private club or hotel, as defined in this section, a lounge shall be part of the eating establishment, as defined in this section, and shall be interconnected by a doorway opening into the dining area of the eating establishment.

Malt beverage means any alcoholic beverage obtained by the fermentation of any infusion or decoction of barley, malt, hops, or any other similar product, or any combination of such

products in water, containing not more than 14 percent alcohol by volume and including ale, porter, brown, stout, lager beer, small beer, and strong beer. The term does not include sake, known as Japanese rice wine.

Manufacturer means any maker, producer, or bottler of an alcoholic beverage. The term also means:

(1) In the case of distilled spirits, any distiller engaged in distilling, rectifying, or blending any distilled spirits;

(2) In the case of malt beverages, any brewer; and

(3) In the case of wine, any vintner.

Person means any individual, company, corporation, association, partnership, or other legal entity.

Powdered alcohol means a powdered or crystalline substance that contains any amount of alcohol for direct use or reconstitution.

Premises, when used in conjunction with package sales, means the floor space on and from which the package sale of alcoholic beverages is conducted; when used in conjunction with a lounge, eating establishment, art and recreational entertainment establishment, brewpub, or bar, it means that floor space on and from which the sale of alcoholic beverages by the drink for consumption on the premises is conducted.

Prepared meals or *food* means a meal cooked or prepared on the premises of the eating establishment according to the order of the customer, while seated at a table, in a booth, at a counter or bar, and primarily intended for consumption on the premises where prepared.

Proper identification means any document issued by a government agency containing a description of the person and such person's photograph, and giving the person's date of birth; proper identification includes, but is not limited to, a passport, military identification card, driver's license, or identification card issued under O.C.G.A. §§ 40-5-100 through 40-5-104. Proper identification shall not include a birth certificate.

Retail consumption dealer means any person who sells, at retail only to consumers and not for resale, distilled spirits, wine or malt beverages for consumption on the licensed premises.

Retail package dealer means any person engaged in selling, at retail only to consumers and not for resale, any distilled spirits, wine or malt beverages in unbroken packages intended for carryout or consumption off the licensed premises.

School building or school grounds shall mean shall mean only those state, county, city, church school buildings, or buildings at such other schools in which are taught subjects commonly taught in the common schools and colleges of this state and which are public schools or private schools as defined in O.C.G.A. § 20-2-690

Special entertainment district means the area or areas of the city, designated by the board of commissioners, in which bars, art and recreational entertainment establishments, specialty package retailers, and domestic farm winery tasting rooms are an acceptable land use, as designated on a map labeled "special entertainment district," set forth in section 6-58 of this Code, and by reference, made a part hereof as if fully set out herein, including all properties fronting on any streets forming the boundaries of such district(s) and facing toward the district. For purposes of authenticity, the current map of the special entertainment district shall be signed and dated by the mayor and made available for inspection upon request, in writing, delivered to the city manager; all future revisions to said map shall be enacted by ordinance and authenticated as provided herein.

Specialty package retailer means a licensee under this chapter, operating from a fixed premise within the special entertainment district of the city, that may offer to the public package retail sales of craft malt beverages (beer) and/or wine(s) only, provided at least 50 percent of the floor space is dedicated to the retail sale of gourmet food items (not intended for consumption on the premises, such as a butcher shop and/or delicatessen meats, cheeses, breads and bakery items, and condiments) and related items or accessories, such as cooking and serving utensils, vessels and kitchen equipment, party or entertainment-related items (cups, plates, napkins, etc.) and beer and/or wine-making equipment and ingredients. Licensees may also sell unique marketing items, such as imprinted logo tee-shirts and hats.

Table wine means a wine having an alcoholic strength of not more than 14 percent by volume.

Tasting room means an outlet for the promotion of a manufacturer's product by providing samples of such product to the public on the premises where manufactured, or on premises adjacent thereto under common ownership, and for the sale of such product at retail for consumption on the premises and for sale in closed packages for consumption off the premises. Samples can be given free of charge or for a fee. Offsite tasting rooms of a domestic farm winery may only be located within a special entertainment district designated by the board of commissioners.

Vintner means a manufacturer of wine.

Wholesaler means any person who sells alcoholic beverages to other wholesale dealers, to package dealers, or to on-premises consumption dealers.

Wine means any alcoholic beverage containing not more than 21 percent alcohol by volume made from fruits, berries, or grapes either by natural fermentation or by natural fermentation with brandy added. The term includes, but is not limited to, all sparkling wines, champagnes, combination of such beverages, vermouths, special natural wines, rectified wines, and like products. The term does not include cooking wine mixed with salt or other ingredients so as to render it unfit for human consumption as a beverage. A liquid shall first be deemed to be a wine at that point in the manufacturing process when it conforms to the definition of wine contained in this section.

ARTICLE II – PURPOSE AND INTENT; VIOLATIONS.

Sec. 6-2. Purposes of chapter.

This chapter is enacted in furtherance of the police powers of the city to promote the health and general welfare of its citizens; to regulate and control by licensing the manufacturing and sale of malt beverages, wine, and distilled spirits, either at wholesale or retail, for consumption on the premises or by the package for off-premises consumption; to establish reasonable regulations and ascertainable standards for licensees and consumers which will ensure responsible consumption and use of alcoholic beverages and protect the public peace; to protect schools, churches, and residential areas from the negative secondary effects attributable to establishments that sell malt beverages, wine and distilled spirits; and to ensure that only qualified persons obtain licenses for the sale, manufacture, or distribution of malt beverages, wine and distilled spirits.

Sec. 6-3. Compliance with chapter.

No person shall distribute or sell, or offer for sale, any alcoholic beverages at wholesale, by the package, or for consumption on the premises, within the city without first having complied with the licensing provisions of state law and this chapter. No person licensed or issued a permit pursuant to this chapter shall use powdered alcohol as an alcoholic beverage or use powdered alcohol to create an alcoholic beverage.

Sec. 6-4. Violations; penalty.

It is unlawful for any person knowingly and intentionally to violate any prohibition contained in this chapter. Any person found guilty of or entering a plea of guilty or nolo contendere to a violation of this chapter, shall, upon conviction thereof, be punished as provided in section 1-12, or as otherwise provided by this Chapter. Any violation of this chapter by a person licensed or issued a permit pursuant to this chapter shall constitute grounds for the suspension and revocation of any and all such licenses and permits issued to such person.

Secs. 6-5—6-30. Reserved.

ARTICLE III – LICENSES; QUALIFICATIONS; LOCATION RESTRICTIONS; SUPSENSION AND REVOCATION OF LICENSES

Secs. 6-31. Required.

(a) No person shall engage in the manufacture, sale or distribution of alcoholic beverages in the city without first having obtained a license therefor, provided that wholesalers and distributors maintaining no fixed place of business, warehouse or other facility in the city and possessing a valid state license may make sales and deliveries to licensed retail package dealers and licensed retail consumption dealers without obtaining a city license.

(b) Except as specifically authorized in this chapter, no person licensed for the sale of a particular class of alcoholic beverages may sell other class of alcoholic beverage without first obtaining the required license therefor; provided, however, a person licensed to sell distilled spirits for on-premises consumption shall be authorized to serve malt beverages and wine, without obtaining a separate license, during the same hours as are permitted under this chapter for the serving of distilled spirits by the drink.

(c) A retail consumption dealer may also sell beer or wine (but no packaged distilled spirits) by the unbroken package for carryout purposes only, without obtaining a separate license, provided, such package sales shall not be made on any day or at any time when the sale of package beer and/or wine for carryout purposes is otherwise prohibited by law, or from any location (licensed premises) which is within distances to grounds or buildings where the package sale of alcoholic beverages for carryout purposes is otherwise prohibited by law. Floor space within the licensed premises for packaged beer or wine shall not exceed ten percent of the area designated for sale and consumption on the premises. The sale of beer or wine by the package for off-premises consumption shall not be used in calculating the total annual gross food and beverage sales for an eating establishment. A brewpub licensee shall not be prohibited from selling wine and malt beverages by the package for consumption off the premises. A retail consumption dealer shall not sell distilled spirits by the package at any time.

(d) Any eating establishment which is licensed to sell wine for consumption on the premises may permit a patron to remove one opened bottle per patron for consumption off the premises if the patron has purchased a meal and consumed a portion of the bottle of wine with such meal on the eating establishment's premises. The partially consumed bottle of wine shall be recorked or securely resealed by the licensee or its employees and placed in a bag or other container, with a dated receipt for the wine and meal attached to the container. If the licensee charges a recorking fee, such fee shall not exceed $3.00 per bottle of wine. If transported in a motor vehicle, the container with the resealed bottle of wine shall be placed in a locked glove compartment, a locked trunk, or the area behind the last upright seat of a motor vehicle that is not equipped with a trunk.

(e) The license to manufacture distilled spirits in this state shall include the right to sell up to 500 barrels of distilled spirits per year produced at the distiller's license premises to individuals who are on such premises for (1) consumption on the premises; and (2) consumption off the premises, provided that such sales for consumption off the premises shall not exceed a maximum of 2.250 milliliters of distilled spirits per customer per day.

(f) The license to manufacture malt beverages shall include the right to sell up to 3,000 barrels of malt beverages per year produced at the brewer's licensed premises to individuals who are on such premises for (1) consumption on the premises, and (2) consumption off the premises, provided that such sales for consumption off the premises shall not exceed a maximum of 288 ounces of malt beverages per consumer per day.

(g) The license to manufacture wine by a Georgia farm winery shall include the right to offer wine samples and to make retail sales of its wine and the wine of any other Georgia farm winery in a tasting room on the premises of the winery, or on property located contiguous to the farm winery and owned by the farm winery, for consumption on the premises and in closed packages for consumption off the premises; provided, however, the commissioner of revenue may authorize a vintner to establish up to five additional locations in this state for off-site tasting rooms, and to ship and sell in bulk or in bottles, its wines. Limitations on the quantities and terms of sale shall be established by state law.

Sec. 6-32. – Classification.

Licenses issued under this chapter are classified as follows:

(1) *Manufacturer:* Distillery/brewery/brewpub*/winery.

(2) *Wholesaler:* Malt beverages/wine.

(3) *Wholesaler:* Distilled spirits.

(4) *Eating establishment:* On-premises consumption: malt beverages.

(5) *Eating establishment:* On-premises consumption: wine.

(6) *Eating establishment:* On-premises consumption: distilled spirits.

(7) *Bar:* Malt beverages/wine.**

(8) *Bar:* Distilled spirits.**

(9) *Art & Recreational Entertainment Establishment*: Malt beverages/wine.**

(10) *Art & Recreational Entertainment Establishment*: Distilled spirits.**

(11) *Hotel:* Malt beverages/wine.

(12) *Hotel:* Distilled spirits.

(13) *Retail package:* Malt beverages/wine.

(14) *Retail package:* Distilled spirits.

(15) *Retail package:* Specialty package retailer.**

(16) *Private clubs:* Malt beverages/wine.

(17) *Private clubs:* Distilled spirits.

(18) *Alcohol beverage caterer:* Malt beverages/wine.

(19) *Alcohol beverage caterer:* Distilled spirits.

(20) *Fraternal organization:* Malt beverages/wine.

(21) *Fraternal organization:* Distilled spirits.

(22) *Ancillary tasting.****

*Brewpub license shall only issue in conjunction with on-premises consumption license for an eating establishment and shall be governed by the provisions of this article pertaining to on-premises consumption licensees.

**License shall only issue for location within special entertainment district as defined in this chapter.

***License issued only for establishments licensed for retail consumption of alcoholic beverages, including brewpubs, or retail package sales of malt beverages and/or wine only.

Sec. 6-33. Qualifications of applicants.

(a) No license shall be granted under this chapter to any applicant who is not a citizen or resident legal alien of the United States possessing proper authorization to own a business; provided, however, except for a retail dealer's license for distilled spirits, residency by an applicant shall not be a requirement if the applicant designates a resident of the city, Spalding County, or county bordering Spalding County who shall manage the business operated under the license and be responsible for any matter relating to the license. As required by state law, an applicant for a retail dealer's license for the sale of distilled spirits in unbroken packages must be a bona fide resident of Georgia residing for at least 12 months in a county where the sale of distilled spirits is not prohibited, as evidenced by the certificate of the probate court of the county of the applicant's residence. Residency requirements shall be met continuously during the term of the license.

(b) All applications shall be in the name of the person(s) who will own and operate the licensed establishment, unless a business entity duly formed and in good standing or otherwise provided herein.

(c) Business entities registered with the Secretary of State (corporations, limited liability companies, limited liability partnerships, trusts, estates, etc.) shall apply for a license in the legal name of the entity, and the license shall be issued in the name of such entity; provided, however, an agent of the licensee entity shall be identified. Applicants shall attach to the application a certificate showing compliance with the annual registration requirements from the Secretary of State and showing the name and address of a registered agent for service within the state. Where the applicant is a corporation or other business entity, an agent involved in the active management of the business to be licensed, as designated by resolution, shall meet the requirements of individual applicants under this subsection at the time application is made and at all times during which the license is in effect.

(d) General partnerships shall apply for a license in the name of one of the partners, who is a resident of this state, and the license shall be issued in the name of all partners of the partnership. If the applicant is a partner in a partnership, the requirements of this section shall apply to all partners at the time of application, and at all times during which the license is in effect.

(e) A fraternal organization shall be permitted to apply for a license in the name of any qualified officer of the organization designed by resolution or other official documentation of the organization.

(f) In addition to meeting all qualifications for a license under state law, all applicants for licenses, whether original or renewal, must attach to their applications evidence of their good character. In addition to meeting state qualification standards, no license, whether original or renewal, shall be issued to any person, partnership, corporation, or other business entity organized for pecuniary gain if any individual having an interest either as owner, partner, stockholder, or member, directly or indirectly, beneficial or absolute shall have:

(1) Been convicted of or shall have taken a plea of guilty or nolo contendere to any misdemeanor crime of moral turpitude within the last five (5) years or any felony within ten years immediately prior to the filing of the application; or

(2) Been convicted of or shall have taken a plea of guilty or nolo contendere to any crime involving violation of the ordinances of the city relating to the use, sale, manufacture, distribution, taxability or possession of beer, wine, or distilled spirits or violations of the laws of the state and federal government pertaining to the manufacture, possession, transportation, use, or sale of beer, wine, or intoxicating liquors, or taxability thereof within ten years immediately prior to the filing of the application.

Provided, however, the city manager shall have discretion to consider extenuating circumstances which may reflect favorably on the applicant and may grant a probationary license with conditions. The restrictions of this subsection as to stockholders shall apply only to stockholders of closely-held corporations and to stockholders of publicly-traded corporations who hold in excess of ten percent of outstanding stock.

(g) If an application or renewal application was denied, or if a license was revoked, the spouse of the applicant cannot qualify as a new applicant within a period of one year from application denial, nonrenewal, or revocation of a previous license. Likewise, if an application or renewal application was denied, or if a license was revoked, the partner, stockholder, or member of the original applicant's business or any person who has acquired the original applicant's business, other than through a bona fide sale, cannot qualify as a new applicant within a period of one year from application denial, nonrenewal, or revocation of a previous license. The burden is upon the party seeking the license to prove that the sale of the business was bona fide.

(h) A license application may be denied to any applicant where it appears that the applicant would not have adequate financial participation in the proposed business to direct and manage its affairs, or where it appears that the application is intended to be a mere surrogate for a person or persons who would not otherwise qualify for a license for any reason whatsoever.

(i) On-premises consumption licenses shall be issued only to applicants who meet the definition of a hotel, eating establishment, Georgia farm winery tasting room, bar, art and recreational entertainment establishment, fraternal organization, or bona fide private club. In addition to sales of its own malt beverage brewed on the premises, the holder of a brewpub (manufacturer) license shall separately be licensed as an eating establishment and hold retail consumption licenses for distilled spirits, malt beverages and wine, purchased from licensed wholesalers, and an ancillary tasting license.

(j) All licenses issued pursuant to this article shall expire on December 31 of each year. Applications for renewal shall be made annually on or before November 1. Applicants for renewal licenses must meet all qualifications of applicants for original licenses. Licenses in suspension on the date of expiration shall not be subject to renewal until the terms of the suspension have been lifted.

Sec. 6-34. Application submission; basic information.

(a) Every applicant for a license under this chapter shall make written application to the city manager on forms furnished by the city. The applicant shall answer all questions on the application truthfully, under oath, and shall supply all information and furnish all certificates, affidavits, bonds and other supporting data or documents as required by this chapter. No application shall be deemed complete unless accompanied by all required documentation, a set of the applicant(s)' fingerprints, which shall be promptly submitted to the Georgia Bureau of Investigation, pursuant to O.C.G.A. § 3-3-2(c), and payment of the requisite fees. Required documentation includes, but is not limited to, the following:

(1) Initial/renewal application on form(s) provided by the City;

(2) Business entity information affidavit;

(3) Licensee oath and affirmation statement;

(4) Licensee investigation authorization and privacy statement acknowledgment;

(5) Applicant(s) fingerprints;

(6) Planning and zoning compliance certification from Planning & Development Services, including a Certificate of Occupancy or Certificate of Completion, as applicable, and fire marshal statement as to use, occupancy type, capacity, and sufficiency of fire suppression system(s);

(7) Certification of compliance with security camera system requirements of this Chapter from City of Griffin Chief of Police, or designee, as applicable;

(8) Balance sheet of proposed capitalization of business and its source;

(9) Sworn inventory statement, as applicable;

(10) Current scale drawing of premises as required by Sec. 6-35 of this Chapter;

(11) Real property owner information and lease, as applicable;

(12) Copies of all ATT-17 Personnel Statements provided to the state;

(13) Articles of incorporation or organization, operating agreements, or other business organization documents, as applicable;

(14) All other records, documents, information, or data as may be requested by the City Manager, Chief of Police, or other City officer or designee.

(b) Each application shall state the name and address of each applicant; the place where the proposed business is to be located; and the type(s) of license(s) applied for. The application shall also contain a beginning balance sheet showing the proposed original capitalization of the business and its source. If an applicant is a corporation or other business entity, the application shall state the names of all officers and owners of the entity and the percentage ownership of each. If the applicant is a partnership, the application shall state the names of all partners therein, whether general or limited. All applications shall include the names of all persons that have or will have a direct or indirect beneficial interest in the business for which the license is sought. Each application shall also contain such additional information as the city manager prescribes, shall be verified as true by the applicant before a notary public, and shall

be accompanied by payment of the requisite fee(s) for the type(s) of license(s) applied for. All license fees include a nonrefundable application fee of $150.00 to cover the cost of investigating the applicant and processing the application. If the application is denied, the license fee paid when the application was submitted shall be refunded less the nonrefundable application fee.

Sec. 6-35. Distance prohibitions.

(a) In order to demonstrate a location meets all distance prohibitions imposed by state law, each application shall be accompanied by a scale drawing of the premises for the proposed business, showing its location with respect to all streets within 800 feet in every direction. The front door or main entrance of the proposed location shall be the center point of a circle, having a radius of 600 feet. Such drawing shall also depict the distance from the premises to each church building, school building, educational building, school ground, college campus, governmentally owned and operated alcohol treatment center and housing authority property within the circumference of the circle. Applications for package dealers in distilled spirits shall also show the distance to the nearest distilled spirits package dealer therein, if any. All such distances shall be measured by the most direct route of travel on the ground.

(b) Licensees for the retail sale of alcoholic beverages for consumption on the premises shall not be subject to regulation as to distances from churches, schools, and colleges, but shall meet state distance requirements from governmentally owned and operated alcohol treatment centers and housing authority property as set forth in O.C.G.A. § 3-3-21.

(c) Licensees for retail sale packages of alcoholic beverages for consumption off the premises shall be subject to the state distance requirements from college campuses; provided, however, grocery stores licensed for the retail sale of only wine and malt beverages for consumption off premises shall not be subject to regulation as to distance from school buildings or college campuses.

Sec. 6-36. Review of application.

In reviewing an application under this chapter, the city manager may utilize the chief of police and other city officials with respect to matters within their areas of expertise. All applicants shall furnish such additional data, information and records as may be requested of them by the city manager, chief of police or other city officer such as would be useful in determining whether to approve or reject such application. Copies of all form ATT-17, Personnel Statements, filed with the state shall be submitted with the application. By filing an application, the applicant agrees to produce for oral interrogation any person who is to have a beneficial interest in the business for which the license is sought or who is to be employed by such business. The failure to provide requested data, information and records or to make those persons specified available for interrogation within a reasonable time shall be grounds for denial of an application.

Sec. 6-37. Ownership of premises.

Unless the applicant under this chapter will own the premises from which the business will be conducted, the application shall also disclose the name of every person owning a beneficial interest in the premises and shall state the amount of rental to be paid, the manner in which the rental is to be determined, and to whom and at what intervals the rent is to be paid. The applicant

shall also attach a copy of the proposed lease with the verified statement of the applicant that such lease contains the entire agreement between the parties. No license shall be issued to an applicant who leases premises under a variable rent system whereby the landlord shares in the profits from the business.

Sec. 6-38. Limitations on interest in licenses.

No person shall have, own or enjoy any ownership interest in, share in the profits from, or otherwise participate in the business of any alcoholic beverage license unless a full description of such interest shall have been furnished to the city at the time of making application for the license. It shall be the continuing duty of an alcoholic beverage licensee to report to the city manager, in writing, within ten days, any change in any interest in such licensee's business. Failure to report to such change in interest shall be grounds for suspension or revocation of the license. Under the de minimis concept, a person who owns less than ten percent of the shares of a corporation whose stock is publicly traded shall not, on the fact of stock ownership alone, be deemed to have a beneficial interest in a license held by a corporation.

Sec. 6-39. Sale, distribution and other dealing in alcoholic beverages within the city by officials and employees; exemptions.

(a) No member of the board of commissioners holding or having a beneficial interest in any alcohol license issued by the city shall vote or participate in the consideration of any action affecting such alcohol license issued by the city. For purposes of this section, a member shall be deemed to have or hold a beneficial interest if the license is issued in the name of the person's spouse, child, parent or sibling, or in a partnership, corporation, or other business entity in which such person owns more than ten percent controlling interest.

(b) No officer or employee of the city, whose official duties involve issuance and regulation of alcoholic beverage licenses or the enforcement of alcoholic beverage laws, shall hold any interest, direct or indirect, in any alcoholic beverage license issued by the city or in any establishment licensed by the city to engage in the sale or distribution of alcoholic beverages. The city manager, upon advice and consent of the board of commissioners, may exempt officers and employees of the city from the provisions of this section, upon written finding that such officer or employee's involvement, direct or beneficial, in any business licensed by the city to engage in the sale or distribution of alcoholic beverages would pose no conflict of interest or interference with the performance by the officer or employee of his official duties for the city.

(c) No officer or employee of the city shall be permitted to engage in employment with any person, firm, corporation, or other business entity licensed by the city to sell or distribute alcoholic beverages. The city manager may, in writing, exempt those officers or employees from the prohibition of this section, upon finding that such employment would pose no conflict of interest or interference with the performance by the officer or employee of his official duties for the city; provided, however, no certified police officer shall be permitted employment by any establishment that deals in alcoholic beverages without first obtaining the written consent of the chief of police.

Sec. 6-40. Standard for new license at existing location.

An application for a new alcoholic beverage license for an existing licensed location shall be subject to all the requirements for the granting of an original application for a new license.

Sec. 6-41. Location restrictions for wholesalers' and manufacturers' licenses.

With the exception of a brewpub licensed in conjunction with an eating establishment, no manufacturer's or wholesaler's license under this chapter shall be issued except for premises located within an industrial zoning classification or within the Central Business District (CBD) zoning classification, and meeting all requirements of the city zoning and developmental ordinances.

Sec. 6-42. Location restrictions for package sales; Inventory requirements.

(a) Retail package sales of distilled spirits shall be conducted only in package stores with a minimum wholesale inventory value of $75,000.00.

(b) Except as allowed by section 6-31(c) and the provisions of this chapter for specialty package retailers, package sales of malt beverages and/or wine intended for consumption off the premises may be conducted only in conjunction with distilled spirits package stores or the business operation of a grocery store, discount/general merchandise department store, convenience store, or drugstore meeting the requirements of this section.

(c) Licenses for the package sale of distilled spirits will be issued only for premises located within a commercial zoning classification under the city's Unified Development Code, and fronting on one of the following streets:

(1) North Expressway (Hwy. 19/41) from the north city limit south to its intersection with Taylor Street.

(2) Taylor Street/Memorial Drive/Arthur K. Bolton Parkway (Hwy. 16) from west city limit to east city limit; provided that no license for the package sale of distilled spirits shall be granted for a premises located within the Special Entertainment district of the city.

(3) West McIntosh Road from the west city limit to its intersection with Old Atlanta Road (that portion of West McIntosh Road west of the North Expressway (U.S. Highways 19 and 41) is also designated as Georgia Highway 92 on the State Highway System).

(4) South Hill Street between Crescent Road and the south city limit.

(5) Williamson Road (S.R. 362) from the Martin Luther King, Jr. Bypass (S.R. 341/19 and 41) to the southwest city limits.

No new license for the retail package sale of distilled spirits shall be approved for a location within 1 mile of any other business licensed to sell packaged distilled spirits at retail, as measured by the most direct route of travel on the ground; provided, however, that this limitation shall not apply to any hotel licensed under this chapter.

(d) A specialty package retailer, as defined by this chapter, may hold an ancillary tasting license under this chapter, but may not operate its business in conjunction with any other

retail business except as allowed by this chapter. No package sales of any distilled spirit shall be permitted by a specialty package retailer, whose business premises shall be located within a special entertainment district as defined by this chapter.

(e) All premises at which the package sale of alcoholic beverages is authorized shall meet all requirements of state law and the city's Unified Development Code, as well as minimum building, fire and life safety codes. Applicants shall be required to obtain a Certificate of Occupancy, Certificate of Completion, or planning and zoning certification, as applicable, confirming compliance with applicable building and maintenance codes, in addition to fire and life safety codes. Such certification shall include the fire marshal's determination as to use, occupancy type, capacity, and compliance with applicable fire suppression requirements.

(f) Premises licensed on May 15, 2001, for the package sale of distilled spirits and lying outside the locations authorized for package sales in subsection (c) may continue such operation, provided they are in compliance with all other provisions of this chapter. Cessation of any such business for 90 days creates a rebuttable presumption of abandonment and may result in loss of grandfather status and serve as grounds for revoking any current license. Except as provided herein, no new licenses for the package sale of distilled spirits shall be issued for a location not meeting the location requirements of subsection (c).

Sec. 6-43. Location restrictions for on-premises consumption.

Licenses for the retail sale of alcoholic beverages for on-premises consumption in conjunction with an eating establishment, hotel, or bona fide private club shall only be issued on premises located within a commercial zoning classification and meeting all requirements of the city zoning and developmental ordinances. A brewpub may operate as an eating establishment and shall be licensed in conjunction with on-premises consumption of other alcoholic beverages purchased from a licensed wholesaler. Licenses for the sale of alcoholic beverages for on-premises consumption at a bar or art and recreational entertainment establishment shall only be issued for premises located within a special entertainment district of the city, as herein defined. All applications for on-premises consumption licenses shall, by accompanying sketch or drawing made a part thereof, identify those portions of the premises, including any outside porches or patios, where alcoholic beverages may be sold and/or consumed; provided, however, hotels licensed for on-premises consumption shall be permitted to cater functions in ballrooms, meeting rooms, reception areas, or pool/patio areas in connection with a meeting, conference, convention or similar type gathering at such hotel.

Sec. 6-44. Indebtedness to city.

No license under this chapter shall be issued to any applicant if the business to be licensed, or any person holding a beneficial interest in the business to be licensed, owes any delinquent taxes, including property taxes, personal property taxes, occupational tax, or excise taxes, assessments, court fines/costs, or other outstanding debt to the city.

Sec. 6-45. Investigation of application; issuance.

Every application filed pursuant to this chapter shall be thoroughly investigated by the chief of police, who shall make a formal written report and recommendation to the city manager. The city manager shall review the chief's report and make such further investigation as he or she deems appropriate. All applications shall be investigated and acted upon within 90 days of the date of submission of a completed application, unless consent of the applicant to extend the investigative period has been obtained in writing. Inability of the city manager to obtain the good faith cooperation of the applicant in the investigation process, within the time period specified, shall constitute grounds for denial of the license.

Sec. 6-46. Consideration for granting of licenses.

(a) It shall be the duty of the city manager to issue or refuse to issue or renew a license under this chapter to any applicant. In determining whether or not any application shall be granted and a license issued or renewed, the city manager shall consider the applicant or business's compliance with all other requirements of this chapter and the following information in the public interest and welfare:

(1) If the applicant and/or any holder of an interest in the licensed business has ever been convicted of or taken a plea of guilty or nolo contendere to any felony within ten years immediately prior to the filing of the application or any misdemeanor crime of moral turpitude within the five years immediately prior to the filing of the application;

(2) If the applicant, any holder of an interest in the licensed business, or any employee of the licensed business has been convicted of or taken a plea of guilty or nolo contendere to any law, regulation or ordinance involving alcoholic beverages, gambling, narcotics, or tax laws;

(3) If the applicant and/or any holder of an interest in the licensed business has ever violated any federal, state, county or municipal law, ordinance or administrative regulation related to the use, sale, manufacture, distribution, taxability, handling, possession, dealing or possession of beer, wine, or distilled spirits;

(4) The manner in which the applicant and/or any holder of an interest in the licensed business has conducted any business within the city, including any action or inactions of such persons which required an unusual or increased commitment of police resources or intervention, or fire department intervention, as compared to other licensees similarly situated. In considering this factor, the city manager may reference police incident reports, calls for service for police and fire, fire marshal reports indicating occupancy issues, or other documentation of resources utilized for maintaining good order and security in the area of the licensed premises;

(5) The reasonably anticipated effect on the immediately surrounding neighborhood for which the license is sought as to traffic congestion, noise and/or light pollution;

(6) Whether the applicant and/or any holder of an interest in the licensed business has ever had any alcoholic beverage or business license suspended or revoked by any state or any political subdivision thereof, or whether any alcoholic beverage business with which the applicant and/or any holder of an interest in the license has been associated has been cited for a violation of the laws or regulations of any state or any

local ordinance pertaining to the use, sale, manufacture, distribution, taxability, handling, possession, dealing or possession of beer, wine, or distilled spirits alcoholic beverages, and the outcome of such proceedings;

(7) If the licensee, in the case of a renewal, has been chronically delinquent or in default in monthly excise tax reporting and remittance; "chronically" is deemed to be five months of the same 12-month calendar year;

(8) If it appears that the applicant would not have adequate financial participation in the proposed business to direct and manage its affairs, or where it appears that the application is intended to be a mere surrogate for a person or persons who would not otherwise qualify for a license for any reason whatsoever;

(b) If, upon investigation of an application for a license or renewal of an existing license, the city manager determines the applicant, any holder of an interest in the licensed business, or any of its employees have been convicted of or entered a plea of guilty or nolo contendre to any crime sufficient to warrant denial, or determines that granting the license is otherwise not within the public interest, the city manager shall have the option, in his or her discretion, to issue a probationary license conditioned upon completion of an action plan or satisfaction of conditions intended to reach compliance with the requirements of this chapter and/or mitigate the risks to the public interest or welfare. The action plan or conditions may include requiring the posting of a bond with adequate security in addition to license or renewal fees, requiring an off-duty City of Griffin POST certified officer or Spalding County Sheriff's Department deputy for security on the licensed premises, requiring security cameras, and other similar actions.

Sec. 6-47. Grant of application; notice of denial.

(a) All applications for alcoholic beverage licenses meeting the requirements of this chapter shall be granted unless the city manager, in his or her discretion, determines that one or more of the conditions or causes set out in Sec. 6-46 justify denial. Licenses, if granted, shall be valid for a period of up to one year, expiring on the last day of December in each year. In the event of denial, the applicant shall be entitled to file a new application of like kind for a different location without the loss of any part of the application fee. In the event the city requests additional documents during the application review, the 90-day review period shall be stayed until production of the additional documents is completed. The applicant's failure to provide the documents requested in a timely manner shall be cause for denial.

(b) If the city manager denies an application for a license, the applicant shall be provided notice in writing of the denial, and a listing of the reasons therefor. The applicant shall have the right to appeal to a hearing officer by filing a request for hearing with the city manager no more than ten days following receipt of the denial notice. A hearing shall be held not more than 30 days from the date the city manager receives the written notice of appeal, unless extended by mutual agreement between the applicant and the city or unless the applicant waives their right to a hearing in writing. Within ten days from the date of conclusion of the hearing, the hearing officer shall notify the applicant and the city manager, in writing, of his or her decision. The city manager, or her designee, may meet with the applicant prior to or after the notice of denial to discuss options for probationary licenses if desired; provided, however, acceptance of a probationary license shall act as a waiver of the applicant's right to a hearing.

Sec. 6-48. False information in application.

Any material omission from, or untrue or misleading information in, an original, renewal or transfer application for a license under this chapter shall be cause for the denial or refusal of a license, or for the revocation of a license previously granted. Any failure to notify the city manager of the change in any relationship as specified in section 6-38(d) within ten days after such change is made shall likewise constitute due cause for cancellation, revocation or suspension of a license.

Sec. 6-49. License and permit fees.

(a) There is hereby imposed a license fee on all licenses issued under this chapter and each annual renewal license as follows:

Manufacturers, wholesalers and brewpubs:

Manufacturer: Distillery, brewery, winery: $5,000.00.

Wholesale: Malt beverages/wine: $100.00 only if wholesaler has business location within the city.

Wholesale: Distilled spirits: $3,500.00 only if wholesaler has business location within the city.

Brewpub: Beer only: $1,500.00 when issued in conjunction with eating establishment/on-premises consumption license.

Eating establishments, Georgia farm winery tasting rooms, and hotels:

On-premises consumption: Malt beverages: $750.00.

On-premises consumption: Wine: $750.00.

On-premises consumption: Distilled spirits: $4,000.00, includes malt beverages and wine when only served during same hours as distilled spirits.

Art & Recreational Entertainment Establishments and bars:

On-premises consumption: Malt beverages: $1,000.00.

On-premises consumption: Wine: $1,000.00.

On-premises consumption: Distilled spirits: $5,000.00 includes malt beverages and wine when only served during same hours as distilled spirits.

Retail package sales:

Retail package: Malt beverages/wine: $1,500.00.

Retail package: Distilled spirits: $5,000.00, includes malt beverages and wine.

Retail package: Specialty package retailer (malt beverages/wine): $1,500.00.

Private clubs and fraternal organizations:

On-premises consumption: Malt beverages/wine: $500.00.

On-premises consumption: Distilled spirits: $1,500.00, includes malt beverages and wine.

Alcohol beverage catering:

Alcohol beverage caterer: Malt beverages/wine: $50.00.

Alcohol beverage caterer: Distilled spirits: $100.00, includes malt beverages and wine.

Event permits (per day, each event, three-day maximum): $50.00.

Ancillary tasting: Malt beverages and/or wine: $150.00.

(b) The license fees imposed by this section are regulatory fees intended to offset the city's cost in administering and enforcing this chapter. In addition, thereto, licensees are subject to payment of an occupational tax in accordance with chapter 82.

(c) When a license is issued on or after July 1, the license fee is prorated by one-half.

Sec. 6-50. Annual renewal; payment of fee; suspension of operation.

All alcoholic beverage licenses are annual licenses that run from January 1 to December 31 of each year. Holders of existing licenses in good standing shall apply to the city manager for renewal for the next calendar year on or before November 1 by filing a renewal application in proper form and tendering the required annual fees. Annual license fees are due at the time the application is submitted, and failure to submit the annual fees shall render the renewal application incomplete. Renewal applications and/or fees shall be past due if not received by November 1. After November 1 there shall be imposed a penalty equal to one-half of the amount of the license fee for which application is made, which together with the license fee shall be paid before a new license is issued. The State of Georgia Department of Revenue shall be promptly notified of all licenses which were not timely renewed on or before January 1, and all privilege to carry on and conduct a business governed by this chapter shall be immediately suspended due to license expiration.

Sec. 6-51. Privilege nature of license.

(a) All licenses issued under this chapter shall constitute a grant of privilege to carry on or conduct a business covered by such license during the term of the license, subject to the terms and conditions imposed by the City Charter, this chapter and other applicable ordinances of the city and the constitution, laws and regulations of the state and of the United States of America applicable thereto.

(b) All licenses issued under this chapter shall have printed on the face the following words:

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.

(c) All licenses shall be conspicuously posted in the place of business.

Sec. 6-52. Transferability of licenses.

(a) *Generally.* Licenses issued pursuant to this chapter shall not be transferable except as otherwise provided in this section.

(b) *Death.* In case of the death of any person owning a license, or any interest therein, the same may, with the approval of the city manager and subject to the terms of this chapter, be transferred to the administrator, executor or personal representative of the deceased person, or to the devisees or heirs at law of the deceased person, if such devisees or heirs meet the qualifications contained in this chapter. The license of a deceased person shall be held by his administrator, executor, or personal representative only for the time necessary to complete administration of his estate and to dispose of the license or interest therein. One transfer may be made by the administrator, executor, or personal representative of a deceased license holder to a person meeting the qualifications of this chapter.

(c) *Partnerships.* Nothing in this section shall prohibit a partner in a partnership holding a license to withdraw from the partnership and to assign his interest to one or more of the partners who were partners at the time of the issuance of the license. Such withdrawal shall not serve to bring any new ownership into the partnership, unless such new owner shall apply for a license and comply with all provisions of this chapter, and then only upon the approval of the city manager.

(d) *Increased capitalization.* A partnership, corporation, limited liability company, or other business entity holding a license may take on additional partners, shareholders, or members, as the case may be, where it is determined that the additional capital furnished is to be used exclusively for additional inventory or expanded facilities of the business or for building new facilities and where it further appears that the other partners, shareholders, or members will not receive any of the additional capital investment. Such additional partner, stockholder, or member must apply for a license and meet all requirements of a licensee, including approval by the city manager, before he shall be permitted to acquire such interest.

(e) *Transfer of locations.* Should a transfer of location be approved for a license of the same kind/classification, there shall be no new license fee, but the application for the new premises must meet all requirements as for a new license, including licensee qualifications, location requriements, and all other factors considered when granting an alcohol license. However, any business applying for a new type of license classification (e.g. eating establishment to bar, bar to eating establishment, etc.) must submit a new application, must pay a new application and licensee fee, and must submit to all other requirements for new alcohol license applications.

Sec. 6-53. Suspension and revocation; grounds and procedure.

(a) When any state license issued by the commissioner of revenue pursuant to O.C.G.A. Chapter 3, Alcoholic Beverages, is revoked, any similar license issued to the same person(s) or entity by the city shall automatically become invalid and the licensee shall immediately cease and desist to operate thereunder.

(b) Except as provided in sections 6-55 and 6-56, no license which has been issued or which may be issued pursuant to this article shall be suspended or revoked except for due cause and after hearing and upon at least three-day prior written notice to the holder of the license of the time, place and purpose of the hearing and a statement of the charges upon which the hearing shall be held.

(c) The term "due cause" for the purposes of this section shall include, but not be limited to:

(1) Conviction of, or the entering of a plea of guilty or nolo contendere, by the licensee, any employees, or any person holding an interest in the licensed business for any felony or violation of law, administrative regulation or ordinance involving alcoholic beverages, gambling or narcotics, or tax laws.

(2) Conviction of, or the entering of a plea of guilty or nolo contendere, by the licensee, any employee, or any person holding an interest in the licensed business for any sex offense when the licensed business is for on-premises consumption.

(3) Conviction of a violation of subsections (e), (f), or (g) of O.C.G.A. § 16-12-35 by an owner, operator, or employee of a alcohol licensee offering to the public any bona fide coin-operated amusement machine within the licensed establishment.

(4) Suspension or revocation of any state license required as a condition for the possession, sale or distribution of alcoholic beverages.

(5) Material falsification or omission of any fact given in an application for a license issued under this chapter or bearing upon the licensee's qualification therefor. Any act which may be construed as a subterfuge in an effort to circumvent any of the qualifications for a license under this chapter shall be deemed a violation of the requirement attempted to be circumvented. “Material” shall mean the information could have had bearing on whether the application was granted or denied.

(6) Any person to whom a license has been issued is no longer actively engaged in the dealing of alcoholic beverages (closure of the business for more than 90 consecutive days shall create a rebuttable presumption the licensee has abandoned the business) or failed to open/operate within 90 days of issuance.

(7) Failure to meet or maintain any standard or requirement prescribed by this chapter, or prescribed by a probationary license issued pursuant to this chapter, as a condition or qualification for holding a license. Loss of qualifications during the term of a license shall be grounds for revocation or for denial of renewal.

(8) Repeated failure to pay excise tax in a timely manner;

(9) Any other factor known to or discovered by the city whereby it is objectively shown the licensee, any of the licensee's employees or any person holding an interest in a license, has engaged in conduct at or involving the licensed business or has permitted conduct on the licensed premises that constitutes a

violation of federal or state law, local ordinance or administrative regulations involving alcoholic beverages, gambling or narcotics for all alcohol licensed businesses and including any sex offense under state law or local ordinances with respect to businesses licensed for on-premises consumption. With respect to this section, it shall be rebuttably presumed that the violative act was done with the knowledge or consent of the licensee; provided, however, that such presumption may be rebutted only by evidence which precludes every other reasonable hypothesis save that such licensee did not know, assist or aid in such occurrence, or in the exercise of full diligence that such licensee could not have discovered or prevented such activity.

(d) Notice of suspension or revocation proceedings shall be served on the person(s) named on the license. Notice shall be in writing. The notice may be served personally, by registered or certified mail (return receipt requested), or by statutory overnight delivery. If by mail, the notice shall be addressed to the licensee at its last known address as it appears in the records of the city. The burden shall be on the licensee to provide notice, in writing, of any change of address for service of notices and process. In the case of service by registered or certified mail of any notice required by this chapter, the service shall be deemed complete on the third business day following the date of mailing with the United States Postal Service. If by statutory overnight delivery, the notice shall be delivered to the physical street address of the licensee, either at the licensed premises or at his place of residence, and effective on the first business day after depositing with the delivery service.

(e) The hearing shall be conducted by the hearing officer as defined in this chapter.

(f) Hearings shall be only as formal as necessary to preserve order and shall be compatible with the principles of justice. The city attorney, or his or her designee, shall present the city's case and bear the burden of proving by a preponderance of the evidence that due cause exists to suspend or revoke the license. At the hearing the licensee shall have the right to represent itself or be represented by counsel, may cross examine all witnesses offered by the city, and may call witnesses and present evidence in its own behalf. Formal rules of evidence shall not apply to hearings under this section, although the hearing officer shall have the right to exclude evidence which has no relevance or carries no indicia of reliability. All testimony shall be offered under oath or affirmation.

(g) The hearing officer shall make his final determination within ten business days of the completion of the hearing. The decision shall be placed in writing and contain the hearing officer's findings of fact, conclusions of law, and decision as to sanction, if any. Such sanction may include one or more of the following: revocation of the license, suspension of the license for no more than 12 months, imposition of a probationary period not to exceed 12 months, and/or a civil monetary penalty not to exceed $5,000.00. Progressive sanctions, depending on the severity of the violation, are encouraged but not required. Where the remaining term of the license is less than 12 months, imposition of suspension or probation for a period in excess of the term of the existing license shall be applied to any renewal license. A subsequent violation within a probationary period shall be cause for revocation and/or denial of license renewal. A total of three separate and unrelated violations within 24 months, whether or not within a probationary period, shall be grounds for permanent revocation.

(h) The hearing officer's decision shall be personally served or mailed by certified mail, return receipt requested to the licensee and his attorney, with a copy to the city attorney, within ten business days of the close of the hearing. The decision of the hearing officer shall constitute final action by the city, subject to review upon petition for certiorari to the superior court.

(i) Upon receipt of notice of adverse action against the licensee under this section, the licensee may waive its right to a hearing and stipulate to a sanction, including an action plan or probationary license, as recommended by the city manager, in consultation with the chief of police. Any stipulation entered under this subsection shall be in writing, signed by the licensee, and shall be nonappealable.

(j) Pursuant to O.C.G.A. § 3-3-2.1, the city manager shall be required to provide notification to the Georgia Department of Revenue within 45 days of any officer, department, agency, or instrumentality of the municipality taking disciplinary action against any person issued a license to operate any premises at which 75 percent or more total gross annual revenue is derived from the sales of alcoholic beverages for consumption on the premises.

(k) The notification required under subparagraph (j) above shall be in the format for the reporting of disciplinary actions established by the Georgia Department of Revenue.

(l) For purposes of subparagraph (j), "disciplinary action" shall have the same meaning as provided for in O.C.G.A. § 3-3-2.1(a)(1), which includes any citation or arrest arising out of the violation of any law, rule, regulation, resolution, or ordinance of a governmental entity relating to the manufacture, distribution, sale, or possession of alcoholic beverages against a licensee, any employee of a licensee, or any person holding a financial interest in the license of a licensee on the premises or place of business of any licensee.

Sec. 6-54. No refunds following suspension or revocation.

If a license issued under this chapter is suspended or revoked, the licensee shall not be entitled to a refund of any portion of the application or license fees previously remitted.

Sec. 6-55. Short-term emergency suspension for violation involving licensed business.

(a) The city manager has authority to suspend a license for a short-term period not to exceed ten days. The city manager's decision shall be in writing, with the term of the suspension and the reasons stated and shall be mailed or delivered to the licensee as provided in section 6-53(d).

(b) A short-term suspension by the city manager must be for an emergency cause. Emergency cause for the short-term suspension of a license shall consist of a third or subsequent violation by the same licensee or the licensee's agents on the same premises within a two-year period of any state or federal laws, administrative regulations of the state or city ordinances regulating such business holding a license, including those prohibiting gambling, regulating the use, sale, manufacture, distribution, handling, dealing in, and possession of alcoholic beverages, including the sale or transfer of alcoholic beverages to minors in an unlawful manner, and the manufacture, sale, or distribution of any controlled substance which puts the city and the health and safety of its citizens at such risk that an immediate suspension is necessary until a hearing as provided for in section 6-53 can be held.

Sec. 6-56. Emergency suspension of all alcoholic beverage licenses.

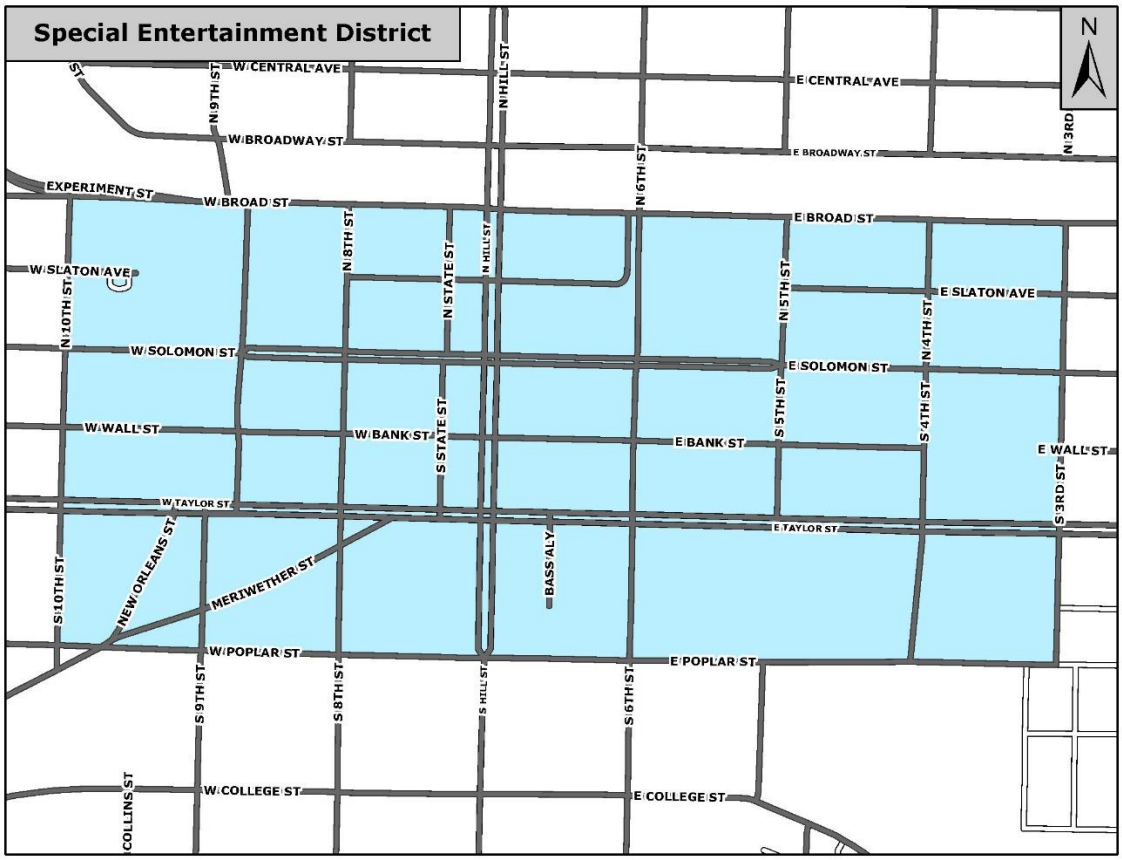
The board of commissioners is authorized to suspend the sale of alcoholic beverages under all licenses issued pursuant to this chapter during any state of emergency declared by the governor or any local emergency as defined by O.C.G.A. § 36-69-2, or for any other serious emergency situation when the board of commissioners deems such immediate suspension necessary for the protection of the health and welfare of the citizens of the city. Such suspension may be made effective immediately and shall remain in force until the board of commissioners determines the emergency is over or until the next meeting of the board of commissioners, at which time the suspension shall cease unless the same is extended by affirmative action of the board of commissioners.

Sec. 6-57. Acceptance of application after rejection or revocation.

When any license or permit to operate a package store is rejected or revoked by the city manager, no new application shall be accepted from the same applicant for a license within 36 months from the time of such rejection or revocation. Submission of a new application by another applicant, which application shows the applicant was previously rejected or revoked as a holder of an interest in the desired license, shall result in rejection of the new application.

Sec. 6-58. – Special Entertainment District.

This following figure constitutes the map of the boundaries of the special entertainment district as designated by the board of commissioners and as defined within this Chapter:



Sec. 6-59—6-75. Reserved.

ARTICLE IV – EXCISE TAX

DIVISION 1. GENERALLY

Sec. 6-76. Imposed.

In addition to the license fees required by this chapter and in addition to the excise taxes levied by the state, all licensees under this chapter shall pay to the city the taxes imposed in this article.

Sec. 6-77. Unlawful retail sales.

No person shall sell at retail by the package or for consumption on the premises within the city any alcoholic beverage on which the taxes imposed by this chapter have not been paid.

Sec. 6-78. Administration and enforcement authority; recordkeeping; confidentiality of reports.

(a) *Authority of tax collector.* The city manager shall designate, in writing, a tax collector, who shall administer and enforce the provisions of this article for the levy and collection of the tax imposed by this article.

(b) *Rules and regulations.* The city manager shall have the power and authority to make and publish reasonable rules and regulations, subject to the approval of the board of commissioners, not inconsistent with this article or other laws of the city and the state, or the constitution of the state or the United States for the administration and enforcement of the provisions of this article and the collection of the taxes under this article.

(c) *Records required from licensee; form.* Every licensee for the sale of alcoholic beverages in the city shall keep and preserve, for a minimum of three years, all invoices relating to each purchase of alcoholic beverages and such other records, receipts, invoices and other pertinent papers in such form as the tax collector may require.

(d) *Authority to require reports; contents; audits.* In the administration of the provisions of this article, the city tax collector may require the filing of reports by any person or class of persons having in such person's possession or custody information relating to sales of alcoholic beverages which are subject to the tax. The reports shall be filed with the tax collector and shall set forth the price charged for each sale, the date or dates of sales, and such other information as the tax collector may require. The city tax collector or person(s) designated in writing by him may examine and audit the books, papers, records, financial reports, inventory, equipment and facilities of any licensee liable for the tax, in order to verify the accuracy of the return made; or if no return is made, to ascertain and determine the amount of tax, penalty and interest required to be paid.

(e) *Wholesale records.* Every distributor, wholesale dealer, and manufacturer required to make reports under this article shall keep accurate and complete records of all sales of distilled

spirits, malt beverages, and wine to any package dealer or on-premises consumption dealer and of all reports made to the city for a period of four years from the time the tax to which they relate becomes due or the date the tax is paid, whichever is later, which records shall be made available for inspection by the city tax collection or the city manager at all reasonable times and places.

Sec. 6-79. Examination of records; audits.

The city tax collector or any person authorized in writing by the city may examine the books, papers, records, financial reports, equipment and other facilities of any licensee liable for the tax, in order to verify the accuracy of any return made, or if no return is made by the licensee, to ascertain and determine the amount required to be paid. If a city audit discloses a deficiency of more than three percent over what has been returned and remitted, the licensee shall reimburse the city for all costs of the audit, including but not limited to accountant's fees and out of pocket expenses, the value of time expended by city employees in the investigation, including reasonable cost of overhead, and all attorneys' fees and costs of collection if action must be instituted by the city.

Sec. 6-80—6-100. Reserved.

DIVISION 2. PACKAGE SALES

Sec. 6-101. Imposed; amount.

(a) There is hereby imposed an excise tax on alcoholic beverages, on the first sale, use or possession within the city, subject to exemptions set forth in state law, in the following amounts:

(1) Where malt beverages, commonly known as tap or draft beer, are sold in or from a barrel or bulk container, a tax of $6.00 on each container sold containing not more than 15½ gallons and a proportionate tax at the same rate on all fractional parts of 15½ gallons.

(2) Where malt beverages are sold in bottles, cans, or other containers, except barrel or bulk containers, a tax of $0.05 per 12 ounces and a proportionate tax on all fractional parts of 12 ounces.

(3) Where wines are sold by the package, a tax of $0.22 per liter and a proportionate tax at the same rate on all fractional parts of a liter.

(4) On the package sale of distilled spirits and on the sale of distilled spirits to private clubs, a tax of $0.22 per liter and a proportionate tax at the same rate on all fractional parts of a liter.

(b) Except for direct package sales by a manufacturer, the excise taxes provided in subsection (a) of this section shall be imposed upon and shall be paid by the licensed wholesale dealer.

Sec. 6-102. Report; payment.

(a) Each wholesaler of wine and distilled spirits responsible for payment of the excise tax shall file a report with the city itemizing for the preceding calendar month the exact quantities of alcoholic beverages, by location, by size and type of container, sold during the preceding

month in the city. Each wholesaler of malt beverages responsible for payment of the excise tax shall file with the city, Ga. Rev. Dept. form ATT-122, showing the exact quantities of malt beverages, by size and type of the container, sold within the city during the preceding month.

(b) The wholesale dealer shall remit the tax imposed under this division to the city on the tenth day of the month following the calendar month in which the alcoholic beverages are sold or dispensed.

(c) Each manufacturer of distilled spirits, malt beverage and wine within the city that is authorized to sell direct, for consumption on the premises or by the unsealed package, shall report and remit the local excise tax to the city tax collector by the tenth day of the month following the calendar month in which alcoholic beverages are sold or dispensed.

Sec. 6-103. Purchases to be made from licensed wholesalers or distributors.

Except where a manufacturer is authorized to make direct sales, licensees subject to the tax under this division shall purchase alcoholic beverages only from wholesalers or distributors licensed by the state. All sales must be to the establishment designated on the license. No transfers, borrowing or internal sales or transfers from one licensed retailer to another shall be permitted.

Sec. 6-104---6-120. Reserved.

DIVISION 3. DISTILLED SPIRITS FOR CONSUMPTION ON PREMISES

Sec. 6-121. Imposed; amount.

There is imposed an excise tax upon the sale of distilled spirits by the drink, which tax shall be three percent of the charge to the public, members or guests for the beverages. This tax does not apply to the sale of fermented beverages made in whole or in part from malt or any similar fermented beverage, nor to wines for which an excise tax has already been paid under division 2 of this article. Each retail consumption licensee shall collect, report and remit the tax in the manner described in sections 6-122 through 6-124.

Sec. 6-122. Itemized billing by licensee; liability for payment of tax.

Every licensee subject to the tax under this division shall, at the time of collecting for food and drinks served, give to the purchaser a written receipt on which the price of alcoholic beverages served shall be itemized separately. Where the charges for food and drink are satisfied by credit card or deferred payment, the payment of the tax to the licensee may be deferred in like manner. However, the licensee shall be liable therefor at the time and to the extent that such credits are incurred.

Sec. 6-123. Collection of tax by licensee.

Every licensee or its agent is hereby authorized and directed to collect the tax imposed in this division from purchasers of distilled spirits by the drink sold within its licensed premises. The licensee shall be liable to the city for the full amount received or collected as tax, whether collected appropriately or inappropriately; and for any amount of tax that should have been

collected but was not. Any person who receives or collects the tax or any consideration represented to be the tax shall hold the amount so collected in trust for the benefit of the city and is liable to the city for the full amount collected, plus penalty and interest. Such licensee or agent shall furnish such information as may be requested by the city tax collector to facilitate the collection of this tax.

Sec. 6-124. Payment and collection procedures.

(a) *Due date of taxes; penalty and interest.* All taxes collected by any licensee or agent under this division shall be due and payable to the city on or before the twentieth day of every month next succeeding each respective calendar month, as set forth in this section. A specific penalty of 15 percent is imposed for failure to pay any amount of tax when due and payable to the city. Delinquent amounts shall bear interest.

(b) *Return; time of filing; persons required to file; execution.* On or before the twentieth day of the month, a written return for the preceding calendar month shall be filed with the city tax collector in such form as the tax collector may prescribe by every licensee or agent liable for the payment of tax under this division.

(c) *Contents of return.* All returns shall show the gross receipts from the sale of distilled spirits by the drink, amount of tax collected or authorized due for the related period, and such other information as may be required by the city tax collector.

(d) *Delivery of return and remittance.* The person required to file the return shall deliver the return, together with the remittance of the net amount of tax due to the city tax collector on or before the due date.

(e) *Collection fee allowed licensees.* Licensees collecting the tax shall be allowed a percentage of the tax due and accounted for and shall be reimbursed in the form of a deduction in submitting, reporting and paying the amount due, if the amount is not delinquent at the time of payment. The rate of the deduction shall be the same rate authorized for deductions from state sales tax under the Georgia Retailers' and Consumers' Sales and Use Tax Act, as now or hereafter amended.

Sec. 6-125. Purchases to be made from licensed wholesalers or distributors; exception.

Except for brewpubs, licensees shall purchase alcoholic beverages only from wholesalers or distributors licensed by the state. All sales must be to the establishment designated on the license. No transfers, borrowing or internal sales or transfers from one licensed retailer to another shall be permitted.

Secs. 6-126---6-150. Reserved.

DIVISION 4. PAYMENT AND COLLECTION

Sec. 6-151. Determinations of deficiencies or in absence of return; overpayments; delinquency and fraud.

(a) *Recomputation of tax; authority to make; basis of recomputation.* If the city tax collector is not satisfied with the return of the tax or the amount of the tax required to be paid to the city by any person responsible for collecting and paying the tax over to the city, the tax collector may compute and determine the amount required to be paid upon the basis of any information within his possession or obtained by subpoena served upon the licensee, including itemized receipts.

(b) *Estimate of gross receipts in absence of return.* If any licensee fails to file a return, files a false or fraudulent return, or when the tax collector reasonably believes a tax deficiency is due to a fraudulent intent to evade the tax imposed by this article, the person shall be assessed a specific penalty of 50 percent of the tax due. The city tax collector shall make an estimate of the amount of the gross receipts of the licensee or, as the case may be, of the amount of the total sales in the city which are subject to the tax. The estimate shall be made for the period or periods in respect to which the licensee failed to make the return and shall be based upon any information which is or may come into the possession of the tax collector. Upon the basis of this estimate, the tax collector shall compute and determine the amount required to be paid to the city. One or more determinations may be made for one or for more than one period.

(c) *Offsetting of overpayments.* In making a determination, the city tax collector may offset overpayments, for a period or periods, against underpayments, for another period or periods, against penalties, and against the interest on underpayments. The interest on overpayments shall be computed in the manner set forth in section 6-154.

(d) *Time within which notice of deficiency determination to be mailed.* Promptly after making his determination, the city tax collector shall give to the person written notice to be served personally, by registered or certified mail (return receipt requested), or by statutory overnight delivery in the manner prescribed for service of notices in section 6-53(c). Such notice shall inform the person of his right to an informal hearing before the city manager, whose decision shall be final and binding upon the city as to the tax, penalties, and interest due. The city manager shall be authorized to waive any penalty or parts thereof. Except in the case of fraud, intent to evade this article or authorized rules or regulations, or failure to make a return, every notice of a deficiency determination shall be served within three years after the 20th day of the calendar month following the monthly period for which the amount is proposed to be determined, or within three years after the return is filed, whichever period should last expire.

Sec. 6-152. Delinquent tax collection; duty of assignees to withhold taxes; liability; offsetting of erroneous collections.

(a) *Action for tax; time therefor.* At any time within three years after any tax or any amount of tax required to be collected becomes due and payable, and at any time within three years after the delinquency of any tax or any amount of tax required to be collected, the city may bring an action in the courts of the state, or of the United States, to collect the amount delinquent, together with penalties and interest, court fees, filing fees, attorney's fees, costs of collection and other legal fees incident thereto; provided, however, that nothing herein shall be interpreted to limit the city’s right to suspend, revoke, or deny a renewal application for failure to pay the licensee’s excise tax timely.

(b) *Duty of successors or assignees of operator to withhold tax from purchase money.* If any licensee liable for any amount under this article sells his business or quits the business, his successors or assigns shall withhold a sufficient amount of the purchase price to cover such amount until the former owner produces a receipt from the city tax collector showing that he has been paid, or a certificate stating that no amount is due.

(c) *Liability for failure to withhold; certificate of notice of amount due; time to enforce successor's liability.* If the purchaser of a business fails to withhold the necessary amount from the purchase price as required in this section, the purchaser becomes personally liable for the payment of the amount required to be withheld by it to the extent of the purchase price valued in money. Within 30 days after receiving a written request from the purchaser for a certificate, the city tax collector shall either issue the certificate or mail notice to the purchaser at his address as it appears on the records of the city of the amount that must be paid as a condition of issuing the certificate. The time within which the obligation of a successor may be enforced shall begin at the time the licensee sells out his business or at the time that the determination against the licensee becomes final, whichever event occurs later.

Sec. 6-153. Tax credit penalty or interest paid more than once or illegally collected.

Whenever the amount of any tax, penalty or interest has been paid more than once, or has been erroneously or illegally collected or received by the city under this article, it may be offset as provided in section 6-151(c). If the licensee determines that it has overpaid or paid more than once, which fact has not been determined by the city tax collector, it will have three years from the date of payment to file a claim in writing stating the specific ground upon which claim is founded. The claim shall be audited. If the claim is approved by the city, the excess amount paid the city may be credited on amounts then due and payable from the licensee by whom it was paid or its administrators or executors.

Sec. 6-154. Failure to pay tax; penalties and interest.

(a) *Delinquent penalty.* Any person who fails to pay the tax imposed in this article to the city, or fails to pay any amount of such tax required to be collected and paid to the city, within the time required, shall pay a civil penalty of 15 percent of the tax, or amount of the tax, in addition to the tax or the amount of the tax, plus interest on the unpaid tax or any portion thereof as set forth in subsection (b) of this section.

(b) *Interest on amount found due.* The amount of the determination, exclusive of penalties, shall bear interest at an annual rate equal to the bank prime loan rate as posted by the Board of Governors of the Federal Reserve System in Statistical Release H.15, or any publication that may supersede it, plus three percent, to accrue monthly. Such annual interest rate shall be determined for each calendar year based on the first weekly posting of Statistical Release H.15 on or after January 1 of each calendar year. Interest shall begin to accrue from the date the tax is due until the date the tax is paid. Any period less than one month shall be considered to be one month.

(c) *Penalty; negligence or disregard of rules and regulations.* If any part of the deficiency for which a deficiency determination has been made is due to gross negligence or disregard of rules and regulations, including a licensee's failure to issue written itemized receipts of

alcoholic beverages sold, a penalty of 15 percent of the amount of such deficiency shall be added thereto in addition to the 15 percent prescribed by subsection (a) of this section.

(d) *Penalty for fraud or intent to evade.* If any part of the deficiency for which a deficiency determination has been made is due to fraud or an intent to evade any provision of this chapter or other authorized rules and regulations, a penalty of 25 percent of the deficiency shall be added thereto in addition to the 15 percent prescribed by subsection (a) of this section.

Secs. 6-155—6-169. Reserved.

DIVISION 5. VIOLATIONS.

Sec. 6-170. Violations of this article.

Any person willfully and intentionally violating any of the provisions of this Article IV relating to collection and payment of the excise tax imposed on alcoholic beverages shall be deemed guilty of an offense against the city and, upon conviction in the Municipal Court of Griffin, shall be punished by a fine not to exceed $1,000.00; or if unable to pay the fine, by incarceration not to exceed six months. Each and every day during any portion of which any violation of this article is committed, continues, or is permitted by the person responsible, shall be a separate offense and punished accordingly. Prosecution of a violation under this section shall not affect the underlying civil obligation to pay the taxes due. Any person who files a false or fraudulent return to evade the obligation to collect and remit the tax correctly shall be guilty under this section.

Secs. 6-171—6-175. Reserved.

ARTICLE V. REGULATIONS FOR ALL ESTABLISHMENTS AND MISCELLANEOUS PROVISIONS

Sec. 6-176. Expiration of license for failure to commence or operate business; new buildings.

(a) All holders of licenses under this chapter must open for business within 90 days after issuance of the license; failure to do so shall serve as an automatic forfeiture and cancellation of such license unless an extension of the time is granted by the city manager before the expiration of the 90-day period for good cause shown. No refund of the license fee shall be made in the event of such forfeiture; provided, however, where the building in which a licensee proposes to operate is, at the time of application for such license, in construction and not yet certified for occupancy, a license may be issued for such location, provided the plans and specifications for the proposed building are filed with the city manager and show compliance with the other provisions of this chapter and applicable ordinances of the city. No sales shall be allowed at such location until the building has been completed in accordance with plans and specifications and is in conformity with all other provisions of this chapter and applicable ordinances of the city. If the building is not completed during the year in

which the license fee was paid, such fee shall apply to the year in which the building is completed and the business commences.

(b) Any holder of a license under this chapter who shall begin the operation of the business authorized by the license, but who shall thereafter cease to operate the business as authorized by the license for 90 days, shall thereupon forfeit such license, which license shall be automatically canceled without the necessity of any further action of the city, unless a written extension of time is granted by the city manager before the expiration of the 90-dayperiod for good cause shown. No refund of license fees shall be made in the event of such forfeiture.

Sec. 6-177. Inspection authority of city.

As a condition of every license issued under this chapter, any establishment holding a license shall at all time, during the period allowable by law for operation of the business, be open to inspection by the City, including any officer of the City of Griffin Police Department, building inspector, fire marshal or fire personnel, or any designee of the City Manager. Additionally, if the premises is being used after hours by employees or the owners or their agents, the premises may be inspected at such time by the designated persons in this section.

Sec. 6-178. Event permit for authorized catered functions.

(a) Any licensed alcohol beverage caterer who additionally holds a valid retail license to sell malt beverages or wine by the package or by the drink for consumption on the premises may apply to the city manager for an event permit to distribute malt beverages or wine by the drink off-premises within the city at authorized catered functions. Applications shall be supported by evidence of all required licenses in good standing, and proof of payment of excise and occupation taxes, if applicable.

(b) Any licensed alcohol beverage caterer who additionally holds a valid retail license to sell distilled spirits by the package or by the drink for consumption on-premises may apply to the city manager for an event permit to sell distilled spirits by the drink off-premises within the city at authorized catered functions. Applications shall be supported by evidence of all required licenses in good standing and proof of payment of excise and occupation taxes, if applicable.

(c) A licensed alcohol beverage caterer shall apply to the city manager for an event permit on forms prescribed for that purpose. The application shall include the name of the licensee and, if applicable, the name of the food caterer who will be serving the event, together with a copy of the current license(s) and occupation tax certificate(s); the date, time and duration of the event; and the name, address and telephone number of the event host or sponsor, and, if different, the address of the location where the event will be held. The application shall be signed by the licensed alcoholic beverage caterer and the event host or sponsor. If the event host or sponsor is not the owner of the venue at which the event will be held, then the owner of the venue, or the owner's authorized agent, shall also sign the application consenting to the distribution of alcoholic beverages at that location. Each event permit shall require payment of a fee of $50.00 per day; provided, however, if the licensed alcohol beverage caterer does not maintain a place of business within the city, in addition to the above fee, there is hereby levied an excise tax upon the total quantity of alcoholic beverages brought into the city for such event. At all times during which an authorized catered function is taking place, the

original alcohol beverage caterer's license and the event permit shall be conspicuously posted and made available for inspection upon request by any city police, tax, or licensing officer; in addition, at all times while alcoholic beverages are being transported within the city, the licensee shall maintain a copy of the alcohol beverage caterer's license and event permit in the vehicle(s) used for transporting the alcoholic beverages. No event permit shall be issued for more than three consecutive days and a full permit fee shall be assessed for each day of the event.

(d) Licensed alcohol beverage caterers shall be subject to the regulations set forth in O.C.G.A. § 3-11-4. Any licensed alcohol beverage caterer distributing or selling alcoholic beverages off-premises within the city, except in connection with an authorized catered function within the scope of the event permit, shall be in violation of this article; if convicted, upon citation to the municipal court, violators shall be punished in the manner provided in this Code.

Sec. 6-179. Employees.

(a) No licensee under this chapter shall permit any person under the age of 18 within his employment to dispense, serve, sell, or take orders for alcoholic beverages; provided, however, this provision shall not prohibit employees under the age of 18 who are employed in grocery stores, discount/general merchandise department stores, convenience stores, or drugstores from handling or carrying sealed packages of alcoholic beverages either within the licensed premises or to customers' vehicles when parked adjacent thereto as a part of employment responsibilities so long as such employees under age 18 do not dispense, serve, sell, or take orders for any alcoholic beverage.

(b) No licensee under this chapter shall permit any person to sell, dispense, serve or take orders for alcoholic beverages while that person is currently serving a sentence, including probation or parole, based upon a conviction in any state or federal court or the United States or in any foreign country for any felony, or any misdemeanor ordinance violating relating to the manufacture, sale, use or distribution of alcoholic beverages or narcotics or controlled substances, gambling, sexual offenses, or crimes of moral turpitude. No licensee shall employ within its business for the purpose of selling or dispensing alcoholic beverages any person convicted within five years immediately prior to the application for employment of any felony or within two years immediately prior to the application for employment of any misdemeanor or ordinance violation relating to the manufacture, sale, use or distribution of alcoholic beverages or narcotics or controlled substances, gambling, sexual offenses, or a crime of moral turpitude. This provision shall not prohibit employees who have been convicted or have a criminal history, when employed in supermarkets, convenience stores or drugstores, from handling or carrying alcoholic beverages either within the licensed premises or to customers' vehicles when parked adjacent thereto as a part of employment responsibilities.

(c) No bar licensee shall allow or require an individual under the age of 21 to serve as a bouncer on the premises or in an establishment where alcoholic beverages are dispensed, served, or sold.

(d) It shall be the duty of the licensee to ascertain that all employees are eligible for employment under this chapter. The city reserves the right to obtain fingerprints from and conduct a criminal history check of any licensee's employees at any time. Upon request by the city, the

licensee shall cause the employee to appear at the city police department and shall pay the requisite fee.

(e) It shall be the duty of the licensee to train all employees whose duties shall include the sale, dispensing, serving or taking of orders for alcoholic beverages in the requirements of this chapter and applicable state laws and regulations. Each licensee shall establish written policies, a copy of which shall be posted within the licensed premises, governing the sale and dispensing of alcoholic beverages in accordance with state law and this chapter. Licenses are encouraged to adopt disciplinary sanctions for employees who fail to meet the standards of law as violations by employees may constitute grounds for revocation, suspension or denial of a license under this chapter. The degree of training, supervision and discipline of employees by the licensee may be considered by the hearing officer in determining action on any license or by the city manager in determining whether to grant an application for renewal.

Sec. 6-180. Days and hours of operation.

(a) No retail package dealer of distilled spirits shall open his place of business or furnish, sell, or offer for sale, any distilled spirits at any time on any day when sales are prohibited by state law. Sales are permitted on election days; provided, however, it shall be unlawful for any person to sell alcoholic beverages within 250 feet of any polling place or of the outer edge of any building within which such polling place is established during the hours the polls are open. No retail package dealer of distilled spirits shall operate his place of business at any time prior to 8:00 a.m. or after 11:45 p.m. on Monday through Saturday, or prior to 12:30 p.m. or after 11:30 p.m. on Sunday. No retail package dealer of distilled spirits shall be in, or permit his employees to be in, his place of business at any time prior to one hour before opening time or later than 30 minutes past closing time, except for the purpose of responding to emergency situations; provided, however, when taking inventory, making repairs, renovating or similar business needs cannot reasonably be carried out during normal business hours with customers present, the dealer may apply to the city manager for a specific exception from this limitation. The city manager shall be authorized to impose reasonable terms and conditions on the exception. It shall be the duty of a retail package dealer of distilled spirits to post on all entrances to the premises a sign reading "CLOSED - NO CUSTOMERS ALLOWED ON PREMISES" at all times outside of allowed hours of operation.

(b) No retail package dealer of malt beverages and/or wine only, including licensees of divided stores meeting the requirements of applicable state laws and regulations, shall furnish, sell, or offer for sale, any malt beverages and/or wine on any day when sales are prohibited by state law. Sales are permitted on election days; provided, however, it shall be unlawful for any person to sell alcoholic beverages within 250 feet of any polling place or of the outer edge of any building within which such polling place is established during the hours the polls are open. No retail package dealer of malt beverages and/or wine only shall furnish, sell, or offer for sale, any malt beverages and/or wine at any time prior to 6:00 a.m. or after 11:45 p.m. on Monday through Saturday, or prior to 12:30 p.m. or after 11:30 p.m. on Sunday.

(c) No on-premises consumption licensee shall furnish, sell or offer to sell any alcoholic beverages on any day when sales are prohibited by state law. Sales shall be permitted on election days during the hours polls are open.

(1) Hours and days of sale for eating establishments/hotels/brewpub licensees:

(A) Monday through Friday 9:00 a.m. until 2:00 a.m. the following day

(B) Saturday: 9:00 a.m. until 2:00 a.m. on Sunday morning

(C) Sunday: 11:00 a.m. to Midnight

(D) Tables must be cleared of all alcoholic beverages 30 minutes after latest sales time.

(E) Notwithstanding subpart (c)(1)(C) above, in any year in which New Year's Eve (December 31st) falls on a Sunday, alcoholic beverages shall be permitted to be sold for consumption on premises from Midnight to 2 a.m. on such Monday morning;

(F) These hours and days of operation shall also apply to all catering permits issued for city sponsored events in the special entertainment district.

(2) Hours and days of sale for all other on-premises consumption licensees:

(A) Monday through Friday: 9:00 a.m. until 2 a.m. the following day

(B) Saturday: 9:00 a.m. until 2:00 a.m. on Sunday morning

(C) Sunday: 12:00 p.m. until Midnight

(D) Tables must be cleared of all alcoholic beverages 30 minutes after latest sales time.

(E) Establishments licensed as a bar shall "close for business" 1 hour after latest sales time. Close for business shall mean that no persons shall be present in the interior other than employees of the licensee who are working and law enforcement and that all signs, performances, and sales consistent with operations have ceased.

(F) Notwithstanding subpart (c)(2)(C) above, in any year in which New Year's Eve (December 31st) falls on a Sunday, alcoholic beverages shall be permitted to be sold for consumption on premises from Midnight to 2 a.m. on such Monday morning.

(d) A distillery, a brewery, and a domestic farm winery tasting room located within a special entertainment district within the city, shall be authorized to sell its product on the same days and within the same hours as other on-premises consumption licensees as set forth in subsection (c)(2) of this Section

(e) In all establishments licensed to sell alcoholic beverages for on-premises consumption, tables shall be cleared of all drinks containing alcohol by not later than 30 minutes following the latest time at which alcoholic beverages may be legally sold.

Sec. 6-181. Furnishing to, purchase of, or possession by persons under 21 years of age of alcoholic beverages; use of false identification.

(a) Except as otherwise authorized by law:

(1) No licensee, employee of such licensee, or any person acting on behalf of, or with the knowledge of such licensee, shall give, sell, offer to sell, furnish, cause to be furnished, or offer to furnish any alcoholic beverage to any person who is under the lawful drinking age established by Georgia law.

(2) No licensee, employee of any licensee, or any person acting on behalf of any licensee shall furnish, sell, or give alcoholic beverages to any person on any day or at any time when the sale of same is prohibited by Georgia law or this ordinance.

(3) No person under 21 years of age shall purchase, drink, sell or possess alcoholic beverages.

(4) No person under 21 years of age shall misrepresent such person's age in any manner whatsoever for the purpose of obtaining any alcoholic beverage.

(5) No person knowingly or intentionally shall act as an agent to purchase or acquire any alcoholic beverage for or on behalf of a person under 21 years of age.

(6) No person under 21 years of age shall misrepresent his identity or use any false identification for the purpose of purchasing or obtaining any alcoholic beverage.

(b) The prohibitions contained in subsection (a) of this section shall not apply to the sale, purchase, or possession of alcoholic beverages for consumption for medical purposes pursuant to a prescription of a physician duly authorized to practice medicine in this state, at a religious ceremony, or when the parent or guardian of the person under age 21 gives the alcoholic beverage to such person when possession is in the home of the parent or guardian while such parent or guardian is present.

(c) It shall be the duty of every person seeking to purchase or possess alcoholic beverages from a licensee within the city to furnish, upon request, proper identification showing that the person is 21 years of age or older. For purposes of this section, the term "proper identification" means any document issued by a governmental agency containing a physical description of the person, such person's photograph, and giving such person's date of birth, and includes, without being limited to, a passport, military identification card, driver's license, or any identification card authorized by O.C.G.A. § 40-5-100.

(d) It shall be the affirmative duty of every licensee, employee of the licensee, or any person acting on behalf of the licensee, to check the proper identification of every person when selling or otherwise furnishing an alcoholic beverage to such person, or to permit, within the licensee's premises, any person in possession of an alcoholic beverage who is under the lawful drinking age established by Georgia law.

Sec. 6-182. Open container.

(a) As used in this section, the term *"open container"* means any container, containing alcoholic beverages, which is immediately capable of being consumed from or the seal of which has been broken.

(b) No person shall possess an open container of any alcoholic beverage within the passenger compartment of a motor vehicle. Closed containers of alcoholic beverages may be

transported in any part of a vehicle. Open containers shall be placed in a locked glove box, locked trunk or locked storage container.

(c) No person shall possess an open container of any alcoholic beverage while walking, standing or otherwise occupying any public street, road, or highway, sidewalk adjacent thereto, public parking lot, or other property owned or leased by the city; provided that where the city commission has approved, by resolution, a city-owned or leased building, location or facility as one where alcoholic beverages may be consumed, this section shall not apply to the otherwise lawful possession and consumption of alcoholic beverages at the location or in the area(s) so designated. The prohibition of this section shall not apply within a special entertainment district, as designated by the board of commissioners, between the hours of 12:00 p.m. until Midnight on Friday, Saturday, and Sunday, as well as on holidays recognized by the City of Griffin whereby the City's administrative offices are closed, and between the hours of 4:00 p.m. until Midnight on Monday through Thursday; provided all alcoholic beverages shall be in clear, plastic cups no greater than 16 ounces, displaying a boundary map of the special entertainment district. Notwithstanding the foregoing, all restrictions related to the days and hours of operation of establishments furnishing, selling or offering to sell alcoholic beverages, as set forth in Sec. 6-180 or any other section of this code, shall govern, and nothing herein shall be interpreted to affect those restrictions.

(d) No person shall possess an open container of any alcoholic beverage on the premises of any retail package dealer, including parking lots adjacent thereto, at any time.

(e) Unless otherwise authorized by this section, no person shall enter or leave the premises of any dealer licensed to sell or dispense alcoholic beverages for consumption on the premises with an open container of any alcoholic beverage; provided, however, any restaurant which is licensed to sell wine for consumption on the premises may permit a patron to remove one unsealed bottle per patron for consumption off the premises if the patron has purchased a meal and consumed a portion of the bottle of wine with such meal on the restaurant's premises. The partially consumed bottle of wine shall be recorked or securely sealed by the licensee or its employees and placed in a bag or other container, with a dated receipt for the wine and meal attached to the container. If the licensee charges a recorking fee, such fee shall not exceed $3.00 per bottle of wine. If transported in a motor vehicle, the container with the resealed bottle of wine shall be placed in a locked glove compartment, a locked trunk, or the area behind the last upright seat of a motor vehicle that is not equipped with a trunk. The prohibition of this section shall not apply within the special entertainment district, as designated by the board of commissioners, between the hours of 12:00 p.m. until Midnight on Friday, Saturday, and Sunday, as well as holidays recognized by the City of Griffin whereby the City's administrative offices are closed, and between the hours of 4:00 p.m. until Midnight on Monday through Thursday; provided all alcoholic beverages shall be in clear, plastic cups no greater than 16 ounces, displaying a boundary map of the special entertainment district. Notwithstanding the foregoing, all restrictions related to the days and hours of operation of establishments furnishing, selling or offering to sell alcoholic beverages, as set forth in Sec. 6-180 or any other section of this code, shall govern, and nothing herein shall be interpreted to affect those restrictions.

Sec. 6-183. Brownbagging.

Brownbagging, as defined in this chapter, is prohibited within the city. Any person who brownbags, participates in consumption of any alcoholic beverage being brownbagged, or any licensee or employee of a licensed establishment in whose presence brownbagging knowingly or with reckless indifference occurs, shall be in violation of this section.

Sec. 6-184. Purchases to be made only from licensed wholesalers.

Except when licensed as a distillery, brewery, brewpub, or winery, retail package licensees and retail consumption licensees shall not buy nor accept deliveries of alcoholic beverages from any person other than a wholesaler dealer or distributor licensed by the state department of revenue. Violation of this section is subject to citation punishable in accordance with Sec. 1-12 and is grounds for license suspension and revocation.

Sec. 6-185. Storage of alcoholic beverages at retail.

Retail package dealers and retail consumption dealers shall store all alcoholic beverages on the premises for which the license was issued and at no other place. All stock shall be available at all times for inspection by any duly authorized representative of the city. Any alcoholic beverages found in any licensee's stock which was not sold or distributed in accordance with laws of the state to make sales and deliveries in the city shall be deemed contraband and subject to immediate confiscation.

Sec. 6-186. Nonprofit civic organizations; temporary permits.

(a) As used in this section, the term *"bona fide nonprofit civic organization"* means a nonprofit corporation or entity which is exempt from federal income tax pursuant to the provisions of subsections (c), (d) or (e) of 26 U.S.C. § 501.

(b) Bona fide nonprofit organizations may qualify for a temporary permit from the commissioner of the department of revenue to sell alcoholic beverages for consumption on the premises for a period not to exceed three days. No more than six such permits may be issued to a single qualified organization in any calendar year.

(c) An authorized representative of a bona fide nonprofit organization may apply to the city manager for a letter certifying the date, time and event location as a condition for seeking a temporary permit from the commissioner. The city shall impose no fee or charge for such letter.

Sec. 6-187. In-room sales in hotels.

Licenses obtained by hotels shall include the right to deliver alcoholic beverages in unbroken packages to registered guests' rooms when such beverages have been ordered by such guests and/or to provide a cabinet or other facility in a hotel guest's room which contains alcoholic beverages for which licensed, and which is provided upon written request of the guest, and which is accessible by lock and key only to the guest, and for which the sale of the alcoholic beverages contained therein is final at the time requested, except for a credit which may be given

to the guest for any unused and unopened portion. All alcoholic beverages sold or distributed under this section shall be obtained by the hotel directly from a licensed wholesaler or distributor and shall be stored on the premises of the hotel until sold or served.

Sec. 6-188. Malt beverage and wine tastings.

(a) An ancillary tasting license may be issued in conjunction with a retail consumption license for alcoholic beverages, including brewpubs, or a retail package license for malt beverages and/or wine only, and a valid current license from the state.

(b) No tasting shall be conducted on the premises of any place of business licensed to sell distilled spirits in the unbroken package.

(c) A tasting license shall allow the licensee to offer malt beverage or wine samples in connection with an educational or appreciation class. A tasting license is intended to allow such activity on a limited basis and shall not be a part of the core operations of such establishment. Such events shall be limited to no more than six per week and shall not exceed two consecutive hours in length. No more than three classes may be held in any consecutive 24-hour period.

(d) A tasting licensee shall be subject to all laws, rules and regulations of the city and state, and shall be subject to license revocation for violation thereof.

(e) Tasting licensees shall be subject to the following restrictions:

    (1) No customer shall receive more than eighteen ounces of wine from the licensee per class, and the licensee shall not serve any individual portion that exceeds three ounces.

    (2) No customer shall receive more than 32 ounces of malt beverage from the licensee per class, and the licensee shall not serve any individual portion that exceeds eight ounces.

    (3) Only the licensee or an employee thereof shall open, handle, and serve opened packages or bottles of wine, and individual samples shall only be poured by the licensee or an employee thereof.

    (4) Customers shall not remove opened packages or unsealed bottles from the premises.

    (5) Customers may not attend more than one class in a single day.

    (6) The educational and appreciation classes shall consist of at least one hour of lecture on craft malt beverages or wines, including a lecture on responsible alcohol consumption.

    (7) Tasting licensees are prohibited from conducting tastings at any location where motor fuel is sold or dispensed on the premises. No ancillary tasting license shall be granted to any retail package dealer in distilled spirits.

    (8) Attendance at classes may be limited on a "first come" basis and reasonably restricted to available seating space.

(9) No licensee shall charge more than $20.00 for a person to attend a class, inclusive of the cost of the malt beverage or wine sampled at the event, unless the event is held as a fundraiser for a charity or nonprofit cause. If held for charitable purposes, the licensee shall conspicuously display a sign at the event identifying the name of the charity and provide a written receipt. Records shall be maintained showing the amount raised, the cost of putting on the event, and the actual amount remitted to the charity.

(10) A distillery, brewery, or winery that conducts tours on the premises where its product is manufactured, including providing samples to tour participants, is not required to hold an ancillary tasting license.

Secs. 6-189—6-200. Reserved.

ARTICLE VI – ADDITIONAL REGULATIONS FOR RETAIL PACKAGE DEALERS

Sec. 6-201. Merchandise restrictions.

(a) No retail package dealer of distilled spirits shall operate such business in connection with any other mercantile establishment, except that a package dealer may sell or display or keep in stock for retail sale the following inventory:

(1) Distilled spirits, wines, malt beverages, provided the dealer is separately licensed for each.

(2) Tobacco products, limited to tobacco, cigarettes, cigars, chewing tobacco, snuff, cigarette papers, lighters and matches which do not carry or refer to the name of any licensed dealer or the location of his place of business.

(3) Beverages containing no alcohol and commonly used to dilute distilled spirits.

(4) Ice and ice chests.

(5) Paper, styrofoam or plastic cups.

(6) State-approved lottery tickets and related lottery materials but only if the dealer is a state-approved retail lottery dealer location.

(7) Bar supplies, limited to corkscrews, openers, straws, swizzle sticks, and bar-related glassware and ceramic ware, cocktail olives, onion, cherries, lemons and limes.

(b) Beverages containing no alcohol and commonly used to dilute distilled spirits may be dispensed through the use of vending machines, but no beverage alcohol shall be dispensed through such vending machines.

Sec. 6-202. Merchandise and sales restrictions in specialty package retailers, grocery stores, discount/general merchandise department stores, and convenience stores.

(a) Where malt beverage or wine sales are licensed in conjunction with a specialty package retailer, grocery store, discount/general merchandise department store, or convenience store, no licensee shall sell or offer to sell any firearms, ammunition, or weapons of any character.

(b) During those hours and on those days when alcoholic beverages are not permitted to be sold, it shall be the duty of the licensee to remove all alcoholic beverages from its shelves or otherwise secure the inventory in such manner as to notify customers that these products are not available for sale at that time.

Sec. 6-203. Sale or delivery to unlicensed premises.

No package dealer shall make or allow to be made any deliveries of alcoholic beverages beyond the boundaries of the premises covered by the license, except as permitted by O.C.G.A. § 3-3-10.

Sec. 6-204. Name of liquor licensee to be displayed.

Each premises licensed for the package sale of distilled spirits shall have printed on the front window or door thereof the name of the licensee in uniform letters, not less than four nor more than eight inches in height and the words "Liquor," "Liquor Store" or "Package Store."

Sec. 6-205. Liquor prices to be conspicuously displayed.

Each package dealer of alcoholic beverages shall conspicuously display within the interior of the licensed premises a printed price list of the alcoholic beverages offered for sale or, in lieu thereof, shall place the price of each item on the container or on the shelf where the container is exhibited for sale.

Sec. 6-206. Games of chance; coin-operated devices on premises.

Gambling, betting, or the operation of games of chance, punchboards, slot machines, lotteries or tickets or chances (other than official games of the Georgia Lottery Commission), or other such scheme or device involving the hazarding of money or any other thing of value in any licensed place of business, or in any room adjoining or connected with the same and owned, leased or controlled by the alcohol beverage licensee, shall be cause for suspension or revocation of the license; provided that licensed coin-operated amusement devices and vending machines for dispensing soft drinks and tobacco products are permitted.

Sec. 6-207. Regulation of craft beer sales and wines; samples.

(a) Except for brewpubs which manufacture their own craft beers on the premises, licensees who offer for sale craft beers shall purchase their product from licensed wholesalers in kegs only; craft beers sold and distributed for off-premises consumption shall be sold in growlers or in the original package if the licensee's location meets the requirements of section 6-31(c). Growlers shall be filled from a tapped keg, upon the customer's order, and may not be pre-filled or available in a cooler for later sale or delivery. All growlers shall be sanitized by the licensee or its employees and securely sealed using heat-shrink technology at the time of delivery to the customer. When sealed in this manner, the growler shall be deemed an "unbroken" package.

(b) Except for eating establishments that may allow a customer to remove an open, unfinished bottle of wine from the premises, licensees who offer for sale wines shall deliver the product to customers for off-premises consumption only in original packages with the seal unbroken.

(c) Licensees may offer customers samples of craft malt beverages and wines under the following conditions:

(1) Samples may be provided only upon a customer's request and limited to product available for sale within the licensed establishment.

(2) Samples may not exceed two ounces and no customer may consume, in total, more than eight ounces of product.

(3) No open container containing a sample may be removed from the premises.

(4) No charge shall be imposed on the customer for the sample.

(5) Samples shall only be served by the licensee or its employee.

Sec. 6-208. Security cameras required.

(a) All retail business establishments licensed by the city to engage in the sale of alcoholic beverages by the package for off-premises consumption are required to install and maintain in proper working order security cameras in accordance with this section.

(b) To meet the requirements of this section, cameras must be capable of producing a retrievable image on digital media that can be made a permanent record and can be enlarged. Cameras and video equipment, whether digital or analog, shall be maintained in proper working order at all times and shall be periodic inspection by order of the chief of police or his designee. Initial location and placement of all such cameras shall be approved by the chief of police or his designee as a condition of license issuance and annual renewal.

(c) Cameras shall be placed at all points of entry/egress of the building, and at all cash registers or points of sale. Where feasible cameras shall also be place on the front, rear, and sides of the building to cover approaches to the building, including parking areas.

(d) Video cameras shall be capable of producing sharply detailed, still frame video images in color, and have minimum specifications of 960 × 480 resolution, with 100' night vision.

(e) Still cameras shall meet the following minimum specifications:

(1) Automatic still frame;

(2) Capable of being concealed where feasible;

(3) Remote activation;

(4) Quiet activation;

(5) Must be digital format of at least four megapixels quality;

(6) Capable of producing good quality color photographs;

(7) Automatic focus;

(8) Easily accessible for film loading and maintenance;

(9) Capable of showing signs or signals of activation covertly; and

(10) Have wide-angle capability.

(f) Licensee shall be required to maintain film, video, or digital media captured by security cameras for minimum period of two (2) calendar weeks. Upon demand, the licensee (as a condition of its license) shall make accessible to law enforcement the film, video, or digital media under procedures established to assure the chain of custody of such film or video in a manner that it may be used as evidence in a case. The licensee shall cooperate with law enforcement to confirm the authenticity of such evidence for use at trial.

(g) For purposes of this section, when a licensee is required by this Code section to install security cameras, and maintain the same in proper working order, the failure to install cameras, maintain cameras in proper working order, and/or to provide video within twenty-four (24) hours of the City's demand shall be a violation of this section, punishable by citation in Municipal Court. Upon conviction, the citation shall be punishable by a monetary fine up to $1,000.00. The police department shall conduct periodic inspections of all premises of licensed retail establishments subject to this section; upon finding a violation, either as a result of periodic inspection or as a result of licensees failure to meet the requirements of this section, the licensee shall be issued a citation and have 10 days from the date of citation to install or maintain security cameras in accordance with this section; should the licensee fail or refuse to comply within the 10 day compliance period, licensee shall be subject to additional citations carrying a fine of $1,000.00 per day that it remains out of compliance. Violation of this section shall also constitute grounds for suspension, revocation, or non-renewal of a license.

Sec. 6-209. Lighting; Visibility of premises.

(a) The exterior of each package retailer shall contain sufficient lighting so that all sides of the buildings and all entrances are clearly visible at all times.

Secs. 6-210—6226. Reserved.

ARTICLE VII – ADDITIONAL REGULATIONS FOR RETAIL CONSUMPTION DEALERS

Sec. 6-227. Other mercantile businesses prohibited.

A retail consumption dealer of distilled spirits shall not operate such establishment in connection with any other mercantile business, trade, or profession, except a hotel, eating establishment, brewpub, Georgia farm winery tasting room, bar, art and recreational entertainment establishment, fraternal organization, or bona fide private club as defined in this chapter. It shall be a violation of this section for any on-premises consumption licensee to sell, offer to sell, or keep on the premises with intention to sell, any item not commonly associated with such type establishment, including but not limited to guns, ammunition, knives, weapons of any character, gambling paraphernalia including playing cards or dice, and non-immediately consumable food items including groceries. Non-alcoholic beverages, packaged chips, snacks, tobacco products and accessories, and logo'ed merchandise including clothing, shall be considered commonly associated items for sale in such establishments.

Sec. 6-228. Premises to be well lighted.

The exterior of each building in which alcoholic beverages are sold for on-premises consumption shall contain sufficient lighting so that all sides of the buildings and all entrances

thereto are clearly visible at all times when the premises are open for business. Also, the lounge and restaurant area, including all tables, booths, and other areas where customers are served, and all passageways for customers shall be sufficiently well illuminated so that they may be viewed by those in the premises.

Sec. 6-229. Disturbances of the peace; security of premises.

Licensee's agent, managers, and employees shall be responsible for keeping an orderly place and shall not permit any employee, patron, or other person to cause a disturbance or engage in loud, boisterous, lewd, or obscene conduct or practice within the establishment. If Licensee's agent, employees, and/or managers know or reasonably should know that patrons or persons directly outside of the licensed premises are standing, sitting, mingling, or assembling in a manner that cause or contributes to disturbances, illegal acts, or littering of trash/bottles generated from the Licensees establishment, Licensee should make efforts to address the activity, including calling law enforcement if necessary. It shall be the responsibility of the licensee to provide reasonable measures to safeguard patrons and employees while on their premises. In the event of an adverse action due to violation of this section, a probationary license may be issued requiring an action plan to mitigate the impact of disorderly patrons, including requiring licensee to retain off-duty City of Griffin POST certified officers or Spalding County Sheriff's deputies as additional security, requiring cameras, or other solutions.

Sec. 6-230. Bars; special requirements.

(a) A bar, as defined in this chapter, not meeting the definition of an eating establishment as defined herein, shall have a minimum seating capacity for not less than 30 persons, as certified by the fire marshal under applicable building, fire and life safety codes, with all seating provided at tables, booths, bars, and counters unobstructed and open to view. No screens, blinds, curtains, partitions, articles, or things may obstruct the inside view of tables, booths, or other areas where customers are served and/or sit; provided that nothing herein shall be interpreted to prevent the licensee from placing curtains, blinds, tint, or other similar dressing on or over windows, except as limited by building or fire code.

(b) Prior to opening and upon annual renewal, a bar shall obtain a certificate of occupancy, certificate of completion, or planning and zoning certification, as applicable, certifying compliance with all applicable building and construction codes and regulations and certifying compliance with fire and life safety codes for the use, occupancy type, and capacity of the establishment.

(c) It shall be the duty of the licensee to strictly enforce occupancy limits at all times. Bar licensees or their designee, such as a bouncer, must provide the current number of occupants upon demand of the fire marshal. Licensees are encouraged to utilize 'fire marshal clickers' or other mechanisms to keep track of the occupancy within the establishment. The fire marshal has authority to determine compliance with occupancy limits based on a visual inspection of the premises and may recommend adverse action against the licensee, including suspension, revocation, or sanction, if the occupancy limit is violated.

(d) All establishments licensed as bars shall be required to have a bouncer, qualified pursuant to the requirements of state law, who shall be primarily responsible for verifying age for admittance, security, maintaining order, or safety, or a combination thereof. In the event that

the licensee is required, as a condition of the probationary issuance of the license, to retain an off duty City of Griffin POST certified officer or an off-duty Spalding County Sherriff's deputy to provide additional security, such officer/deputy shall not be a substitute for a bouncer and shall not be responsible for verifying age of admittance or keeping up with the current occupancy of the establishment.

(e) All establishments licensed as bars shall be required to install and maintain in proper working order security cameras in accordance with this section.

(1) To meet the requirements of this section, cameras must be capable of producing a retrievable image on digital media that can be made a permanent record and can be enlarged.

(A) Video cameras shall be capable of producing sharply detailed, still frame video images in color, and have minimum specifications of 1 TB, 960 × 480 resolution, with 100' night vision.

(B) Still cameras shall meet the following minimum specifications:

(i) Automatic still frame;

(ii) Capable of being concealed where feasible;

(iii) Remote activation;

(iv) Quiet activation;

(v) Must be digital format of at least four megapixels quality;

(vi) Capable of producing good quality color photographs;

(vii) Automatic focus;

(viii) Easily accessible for film loading and maintenance;

(ix) Capable of showing signs or signals of activation covertly; and

(x) Have wide-angle capability.

(2) Cameras and video equipment, whether digital or analog, shall be maintained in proper working order at all times and shall be periodic inspection by order of the chief of police or his/her designee. Initial location and placement of all such cameras shall be approved by the chief of police or his designee as a condition of license issuance and annual renewal. Cameras shall be placed at all points of entry/egress of the building, at all cash registers or points of sale, and on all "dance floors.". Where feasible, as determined by the chief of police or his/her designee, cameras shall also be place on the front, rear, and sides of the building to cover approaches to the building, including parking areas.

(3) Licensee shall be required to maintain film, video, or digital media captures by security cameras for a minimum period of two (2) calendar weeks. Upon demand, the licensee (as a condition of its license) shall make accessible to law enforcement the film, video, or digital media under procedures established to

assure the chain of custody of such film or video in a manner that it may be sued as evidence in a case. The licensee shall cooperate with law enforcement to confirm the authenticity of such evidence for use at trial.

(4) The failure to install camera, maintain cameras in proper working order, and/or provide film/video/digital media within twenty-four (24) hours of the City's demand shall be punishable by a monetary fine up to $1,000.00. The police department shall conduct periodic inspections of all premises of licensed retail establishments subject to this section; upon finding a violation, either as a result of periodic inspections or as a result of license failure to meet the requirements of this section, the licensee shall be issued a citation and have 10 days from the date of citation to install or maintain security cameras in accordance with this section .Should the licensee fail or refuse to comply within the 10 day compliance period, licensee shall be subject to an additional citation carrying a fine of $1,000.00 per day that it remains out of compliance. Violation of this section shall also constitute grounds for suspension, revocation, or non-renewal of a license.

Sec. 6-231. Nudity and partial nudity prohibited.

(a) The following types of entertainment, attire and conduct are prohibited upon the premises of any establishment licensed to sell, serve, dispense or distribute alcoholic beverages for consumption on such premises:

(1) The employment or use of any person, in any capacity, in the sale or service of alcohol beverages while such person is unclothed or in such attire, costume or clothing, as to expose to view any portion of the female breast below the top of the areola or of any portion of the male or female pubic hair, anus, cleft of the buttocks, vulva and genitals.

(2) Live entertainment where any person appears in the manner described in paragraph (1) of this section or where such person(s) perform(s) acts of or acts which stimulate any of the following:

(A) Sexual intercourse, masturbation, sodomy, bestiality, oral copulation, flagellation or any sexual act which is prohibited by law;

(B) The caressing or fondling of the breasts, buttocks, anus or genitals; or

(C) The displaying of the male or female pubic hair, anus, vulva or genitals.

(3) The holding, promotion, sponsoring or allowance of any contest, promotion, special night, event or any other activity where patrons of the licensed establishment are encouraged or allowed to engage in any of the conduct described in subsections (1) and (2) above; provided, however, that nothing contained in subsection (2) shall apply to the premises of any mainstream performance house, museum or theatre which derives less than 20 percent of its gross annual income from the sale of alcoholic beverages.

Sec. 6-232. Pricing, Advertising, and Service Limits.

(a) No licensee, employee, or agent of licensee shall:

(1) Sell, offer to sell, or deliver distilled spirits by the bottle;

(2) Encourage or permit any game or contest involving drinking alcoholic beverages or awarding alcoholic beverages as a prize.

(b) Violation of this section shall be grounds for suspension, revocation, sanction, or denial of a renewal license.

Sec. 6-233. City of Griffin Golf Course.

The City of Griffin Golf Course is permitted to obtain a license for on-premises consumption. The license must be obtained by a City of Griffin employee or golf pro contractor (if not an employee) who, as a requirement of their position, must qualify as an agent for an on-premises consumption alcohol license and satisfy all requirements imposed by this ordinance and state law regarding the service of alcoholic beverages. Any license issued shall be valid for the entire premises known and operated as the "Griffin Golf Course." "

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

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

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

Section 5. This ordinance shall become effective immediately upon adoption on second and final reading; provided, however, that businesses with an active 2025 calendar year alcohol licensed issued prior to adoption of this amendment shall have until November 1, 2025 to come into compliance with the following code sections, as applicable: Sec. 6-42 (Inventory); Sec. 6-209 (Lighting; Visibility of Premises); and Sec. 6-230(e) (Bar Security Cameras). All alcohol licenses issued or renewed after the adoption of the ordinance amendment shall comply fully and immediately with Chapter 6, as amended.

First Reading: May 13, 2025

Second Reading: May 27, 2025

AGENDA ITEM SUMMARY

ITEM SUMMARY:

Consider declaring as surplus Unit 1138, a 1997 Ford brick truck. *Director of Stormwater, Jeremy Kenway, will address.*

SPECIAL CONSIDERATIONS OR CONCERNS:

Unit 1138 - 1997 Ford Brick Truck (Serial #: 1FDXH81C2VVA42738) has high mileage and multiple mechanical issues. This unit will be sold at auction.

STAFF RECOMMENDATION:

Staff recommends approval.

FINANCIAL IMPACT:

N/A

Submitted By:
Ariel Blanton

Meeting Date:
27/05/2025

Reviewed By:
Jessica O'Connor

ATTACHMENTS:
1138-1.jpg
1138-2.jpg
1138-3.jpg
1138-4.jpg
1138 Fleet Retirement_STW.pdf



112


INCOMPLETE VEHICLE MANUFACTURED 5887A
BY FORD MOTOR COMPANY
DATE: 02/97 GVWR: 32000LB / 14514KG
FRONT GAWR: 12000LB
5443KG WITH
11RX22.5G TIRES
22.5X7.50 RIMS
AT 724 kPa/105 PSI COLD
REAR GAWR: 21000LB
9525KG WITH
11RX22.5G TIRES
22.5X7.50 RIMS
AT 724 kPa/105 PSI COLD
VIN: 1FDXH81C2VVA42738
EXT PAINT: ZA
MB | TYPE-GVW | BODY | TRANS | AXLE
159 H81320 8 AA 3J
MADE IN U.S.A.
F65B-1520472-AA


WWW.GEORGIA.GOV
CITY
GV39871
GOVT
SPALDING


Griffin

Public Works - Motor Pool
FLEET/EQUIPMENT RETIREMENT REQUEST FORM

FOR FY25

CURRENTLY assigned to: Department: Stormwater Division: _____

FLEET - Unit #: 1138 VIN# or Serial # 1FDXH81C2VVA42738 Tag #: GV39871
(N/A only if off road)

Desc of vehicle/equipment: 1997 *YEAR* Ford *MAKE* _____ *MODEL*

Body Style & Description: Single Axle Brick Truck
BODY STYLE (ie. SEDAN, TRUCK, TRACKHOE, ETC

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

Current Odometer/Hourmeter Reading: 29346 MILES OR _____ HOURS

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

x **Direct Purchase** by City _____

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

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

REASON FOR RETIRING:

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

x **Mechanical Issues** (if so, list issues) *too many issues*

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

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

_____ **Other** (explain) _____

Department Director  Date: *5/20/2025*

Approval of Fleet Director: Kelvin Hopper Date: 5/20/2025

Approval of Public Works Director: Mariza Eller Date: 5/21/2025

MOTOR POOL ASSESSMENT OF FLEET RETIREMENT REQUEST

_____ **RE-PURPOSE** Fleet Unit to another Department _____ *DEPARTMENT* _____ *DIVISION*

_____ **RETIRE** Fleet to 'Reserve Status' at Fleet Maintenance Facility

x **SELL** Fleet Unit at auction Auction on Gov deals

_____ **RELINQUISH** to insurance company for settlement proceeds _____

_____ **DONATE** to another government or agency _____

_____ **Other** (explain) _____

AGENDA ITEM SUMMARY

ITEM SUMMARY:

Consider purchase of multiple inventory items from Delta Municipal Supply, Sole Source, in the amount of $36,100.00 for the Water and Wastewater Department. *Director of Water and Wastewater, Brandon Lewis, will address.*

SPECIAL CONSIDERATIONS OR CONCERNS:

This is a bulk purchase of normal inventory items including 5/8 inch water meter registers, meter antennas, and network activation fees.

STAFF RECOMMENDATION:

Staff recommends approval.

FINANCIAL IMPACT:

Budgeted FY25 funds in Water Distribution Operating Supplies (505-4440-52-1120) in the amount of $715,000.00. This purchase is for $36,100.00.

Submitted By:
Brandon Lewis

Meeting Date:
27/05/2025

Reviewed By:
Jessica O'Connor

ATTACHMENTS:
Delta Sole Source.pdf
Delta PO.pdf
Delta Quotes.pdf

CITY OF GRIFFIN
FY25 SOLE BRAND/SOLE SOURCE/ SINGLE SOURCE JUSTIFICATION

Request Type and Details (select one)

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

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

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

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

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

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

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

Supplier/Source Name/Address:

408 JESSE CRONIC ROAD, BRASELTON, GA. 30517

Supplier/Source Contact: **SHANE SLOCUM** **Phone:** **770-277-0211**

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

PROVIDE THE CITY OF GRIFFIN WITH WATER REGISTERS
NEPTUNE WATER METERS AND MATERIAL

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

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

This company is the only one in Georgia that is able to sell Neptune Products

Requestor Information

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

Date of Request: 5/20/2025 Requestor: D. White

Department: WWW Dept Accting Code: 505-4400-11-3602-000 Phone: 678-692-0404

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

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

Griffin
Growing, TOGETHER
Water & Wastewater Department

City of Griffin, Georgia 5/20/25
100 S Hill Street
P O Box T
Griffin, Georgia 30224
(770) 229-6401

DATE: 5/20/25

FY25 Purchase Order No. 25-0460
Bid/Quote No. S56294/16216
Vendor No. 975

Vendor Name & Address
Delta Municipal Supply
Attn: Shane Slocum
408 Jesse Cronic Road
Braselton, Georgia 30517
sales@deltamunicipal.com
Ph: 770-277-0211 Fax:

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

Deliver to:
City of Griffin
Water & Wastewater Department
700 Beck Street
Griffin, Georgia 30223

ATTN: Doug White / Sonia McLemore
Phone: 678-692-0404 Fax: 678-692-0388

Freight is FOB Destination Deliveries are accepted between the hours of 8:00 a.m. and 2 p.m.	Submit APPROVED packing slips to Accounts Payable. Highlight PO# & account distribution. Note any changes or additional accounts.

*Terms: Net 30 unless otherwise specified on PO

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

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

Description	Account Number	Quantity	UOM	Unit Price	Extended Totals
WARRANTY UPGRADE OF METERS ✓	505 - 4400 - 11 - 3602 - 0000	84	EA	75.000	6,300.00
RMA # 451473	- - - -				
NAAS FEE ADDED TO UPGRADED METERS ✓	505 - 4400 - 11 - 3602 - 0000	84	EA	75.000	6,300.00
RMA # 451473	- - - -				
V4 R900 5/8" REGISTER ✓	505 - 4400 - 11 - 3602 - 0000	100	EA	200.000	20,000.00
5/8" REGISTER V4 R900 ✓	- - - -				
V4/5 R900 ANTENNA ✓	505 - 4400 - 11 - 3602 - 0000	100	EA	35.000	3,500.00
ANTENNA FOR V4/5 REGISTER	- - - -				
	- - - -				
5-20-2025	- - - -				
	- - - -				
	- - - -				
CAPITAL PROJECT #:		*enter debit/credit amounts in*			
(DISTRIBUTION & $$)		*the extended totals column*			

COMMENTS: Sole Source — Totals: $ | $ 36,100.00

WARRANTY UPGRADE OF METERS AND PURCHASE OF NEW METERS

FY25 Purchase Order

COG USE ONLY

PRICING METHOD:

	Verbal / Phone	Dept / Requestor / Date: WWW | D White | 5-20-25 — Purchasing / Date: ✓ AR 5/21/2025
X	Email/Mail/Fax	Department Mgr / Date: 5/20/25 — Finance Director / Date: Deborah M Gilbert 5.21.25
	Bid / RFP #	
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.

DELTA MUNICIPAL SUPPLY

Quote

Date	Quote #
5/13/2025	16216

408 Jesse Cronic Road
Braselton, GA 30517

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

Your No.	Terms	Rep	FOB	Ship Via
	Net 30 Days	H		

Quantity	Description	Unit Price	Total
100	5/8" T-10 E-Coder)R900i V4 Pit Reg. GAL w/6' Ant.	235.00	23,500.00

Subtotal	$23,500.00
Sales Tax (0.00)	$0.00
Total	**$23,500.00**

WE APPRECIATE YOUR BUSINESS! Please contact our office with any questions reguarding this quote.
Pricing Subject to Change. Standard Quotes are valid for 30 Days. Copper Quotes are valid for 24 hours.

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

"We Supply Service"

DELTA MUNICIPAL SUPPLY

Sales Order

Date	S.O. No.
4/23/2025	56294

408 Jesse Cronic Road
Braselton, GA 30517

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

P.O. No.	Terms	Rep	Ship Via	Ship Date
	Net 30 Days	H	Factory Dir...	05/20/2025

Ordered	B.O.	Shipped	Item	Description	Unit Price	Amount
84		84	ECV5-0	5/8 T-10 E-Coder)R900i V5 Register Upgrade	75.00	6,300.00
84		84	Misc..	NaaS Fee	75.00	6,300.00
				R451473 - Griffin Water		

Subtotal	$12,600.00
Sales Tax (0.00)	$0.00
Total	$12,600.00

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

Phone: 770-277-0211 Fax: 770-277-2412 Toll Free: 1-800-273-0574 E-mail: sales@deltamunicipal.com

"We Supply Service"

AGENDA ITEM SUMMARY

ITEM SUMMARY:

Consider a purchase order, as amended, for inspection of cranes and hoists at the Harry Simmons WTP and the Still Branch WTP from All-Lift Solutions, LLC, single source, in the amount of $3,480.00 for the Water and Wastewater Department. *Director of Water and Wastewater, Brandon Lewis, will address.*

SPECIAL CONSIDERATIONS OR CONCERNS:

This service will insure that the cranes and hoists used to remove pumps, chlorine cylinders, and other equipment at our Water Treatment Plants are in good working order.

STAFF RECOMMENDATION:

Staff recommends approval.

FINANCIAL IMPACT:

FY25 budgeted funds in (Repair and Maintenance Services) for Harry Simmons WTP and Still Branch WTP.

Submitted By:
Brandon Lewis

Meeting Date:
27/05/2025

Reviewed By:
Jessica O'Connor

ATTACHMENTS:
ALL-LIFT SYSTEMS Quotes.pdf
ALL-LIFT SYSTEMS PO with Amended T&C.pdf
ALL-LIFT SYSTEMS Single Source.pdf

City of Griffin
100 S. Hill St PO Box T
Griffin, GA 30224
770-229-6400
Attn: Jared Anderson

Quote # RP123-461955

Lift Solutions Holdings, LLC dba All-Lift Systems, LLC. 5580 Fulton Industrial Blvd Atlanta, GA 30336

Lift Solutions is PLEASED TO PRESENT THE FOLLOWING QUOTE FOR YOUR CONSIDERATION:

Scope: ***Service and Inspections of Overhead Cranes***
Flint River Plant Crane

Description:

The service technicians will provide crane inspections, service and support to keep your assets safe and productive. This includes completing inspections in accordance with OSHA requirements per duty class of your assets.

What we will provide:

The inspector will be scheduled to complete OSHA compliant Periodic and Frequent Inspections of all overhead cranes.
Breakdowns are an unfortunate event in any business, but this is why many manufactures in the Midwest partner with Lift Solutions. We do everything in our ability to prevent downtime but our ability to respond quickly and get you back operational is where we succeed.

Industry Leading Documentation-
Lift Solutions has partnered with InspectAll. InspectAll is the leading service reporting system in the world that is fully customizable to your location. InspectAll is accessible anywhere via smartphone or computer. We tag all assets with QR Codes for trackability and to generate historical data of that asset to drive continuous improvement in your facility. InspectAll is used for all below the hook and rigging items as well so all inspections are stored in one convenient location.

Consultation-
We are the crane experts, and it is our responsibility to consult with you on repairs, upgrades, modernizations and training. We will be reviewing your inspection reports with you monthly and together, pave a path to remedy the deficiencies. We want to make sure you are investing money where and when it is needed to drive the cost of operating down.

Reducing Cost of Ownership-

Our goal is to provide excellent service at a competitive rate. Part of our goal is driving the cost of ownership of your assets down. Lift Solutions will partner with your storeroom to make sure that all facilities have the critical parts needed on hand to reduce down time in the event of an emergency.

We also will work with the storeroom to drive down the list prices that many companies pay for crane parts, such as wire rope, electrical and mechanical components. By partnering with the industries OEMs, Lift Solutions leverages our buying power to pass the savings onto our customers.

Training-

Crane operator and rigging training will be offered at a reduced rate (to be determined) This course covers rigging and crane operation basics and will keep your employees safer and more efficient.

Scope of Work-

- Inspector will be responsible for completing Periodic and Frequent inspection requirements specified by OSHA.
- Preventative maintenance of cranes. Greasing, lubricating and making minor adjustments and repairs when needed to maintain and improve operation of cranes and hoists.
- Providing reports and communication of immediate needs to local management as needed.
- Documenting all work performed and keeping records accessible and organized.
- Being present in City of Griffin safety and operations meeting as needed to be the on-site expert of the cranes and hoists.
- Working with storeroom to monitor stock parts and consult with cost saving initiatives.
- Consult and communicate industry best practices to drive safety and cost savings.

Access-

- Whirlpool to supply:
    - Access to all assets
        - Overhead cranes
        - Jib Cranes
        - Below the Hook accessories

Investment

- Periodic inspection of overhead cranes
  - To be completed annually
    - 1 inspection of approximately: 1 assets
      - **$390.00 per inspection**

- Frequent inspection of overhead cranes
  - To be completed every month besides annual
    - 0 inspections of approximately: 0 assets
      - **$.00 per inspection**

- Below-the-hook inspection of slings, chains, spreader beams, eyebolts etc..
  - To be completed in sequence with inspections
    - 0 inspection of approximately: X assets
      - **$95/hr. T&M**

Total Annual Spend $390.00

- City of Griffin to Provide total annual spend P.O.
- P.O. to reference All-Lift Systems, LLC. 5580 Fulton Industrial Blvd Atlanta, GA 30336 as the receiver

- Contract annuals spend P.O. to be billed monthly when work is performed. Tax not included.

Thank You for Partnering with Lift Solutions

Current Satisfied Customers



Terms: Net 30 Days unless otherwise noted, this quote does not include sales tax or freight charges. All Lift Systems, Inc. cannot be held responsible for delay of product if delayed by strike, fire, water, rain, tornado or other acts of God beyond our control.

Proposal By: Roy Peters Accepted By:

(Date) Customer Representative (Date)

City of Griffin PO Terms and Conditions, as amended, will govern this purchase.

City of Griffin
100 S. Hill St PO Box T
Griffin, GA 30224
770-229-6400
Attn: Jared Anderson

Quote # RP122-461956

Lift Solutions Holdings, LLC dba All-Lift Systems, LLC. 5580 Fulton Industrial Blvd Atlanta, GA 30336

Lift Solutions is PLEASED TO PRESENT THE FOLLOWING QUOTE FOR YOUR CONSIDERATION:

Scope: ***Service and Inspections of Overhead Cranes***

Head's Creek Reservoir Crane

Description:

The service technicians will provide crane inspections, service and support to keep your assets safe and productive. This includes completing inspections in accordance with OSHA requirements per duty class of your assets.

What we will provide:

The inspector will be scheduled to complete OSHA compliant Periodic and Frequent Inspections of all overhead cranes.
Breakdowns are an unfortunate event in any business, but this is why many manufactures in the Midwest partner with Lift Solutions. We do everything in our ability to prevent downtime but our ability to respond quickly and get you back operational is where we succeed.

Industry Leading Documentation-

Lift Solutions has partnered with InspectAll. InspectAll is the leading service reporting system in the world that is fully customizable to your location. InspectAll is accessible anywhere via smartphone or computer. We tag all assets with QR Codes for trackability and to generate historical data of that asset to drive continuous improvement in your facility. InspectAll is used for all below the hook and rigging items as well so all inspections are stored in one convenient location.

Consultation-

We are the crane experts, and it is our responsibility to consult with you on repairs, upgrades, modernizations and training. We will be reviewing your inspection reports with you monthly and together, pave a path to remedy the deficiencies. We want to make sure you are investing money where and when it is needed to drive the cost of operating down.

Reducing Cost of Ownership-

Our goal is to provide excellent service at a competitive rate. Part of our goal is driving the cost of ownership of your assets down. Lift Solutions will partner with your storeroom to make sure that all facilities have the critical parts needed on hand to reduce down time in the event of an emergency.

We also will work with the storeroom to drive down the list prices that many companies pay for crane parts, such as wire rope, electrical and mechanical components. By partnering with the industries OEMs, Lift Solutions leverages our buying power to pass the savings onto our customers.

Training-

Crane operator and rigging training will be offered at a reduced rate (to be determined) This course covers rigging and crane operation basics and will keep your employees safer and more efficient.

Scope of Work-

- Inspector will be responsible for completing Periodic and Frequent inspection requirements specified by OSHA.
- Preventative maintenance of cranes. Greasing, lubricating and making minor adjustments and repairs when needed to maintain and improve operation of cranes and hoists.
- Providing reports and communication of immediate needs to local management as needed.
- Documenting all work performed and keeping records accessible and organized.
- Being present in City of Griffin safety and operations meeting as needed to be the on-site expert of the cranes and hoists.
- Working with storeroom to monitor stock parts and consult with cost saving initiatives.
- Consult and communicate industry best practices to drive safety and cost savings.

Access-

- Whirlpool to supply:
    - Access to all assets
        - Overhead cranes
        - Jib Cranes
        - Below the Hook accessories

Investment

- Periodic inspection of overhead cranes
  - To be completed annually
    - 1 inspection of approximately: 1 assets
      - **$780.00 per inspection**

- Frequent inspection of overhead cranes
  - To be completed every month besides annual
    - 0 inspections of approximately: 0 assets
      - **$.00 per inspection**

- Below-the-hook inspection of slings, chains, spreader beams, eyebolts etc..
  - To be completed in sequence with inspections
    - 0 inspection of approximately: X assets
      - **$95/hr. T&M**

Total Annual Spend $780.00

- City of Griffin to Provide total annual spend P.O.
- P.O. to reference All-Lift Systems, LLC. 5580 Fulton Industrial Blvd Atlanta, GA 30336 as the receiver

- Contract annuals spend P.O. to be billed monthly when work is performed. Tax not included.

Thank You for Partnering with Lift Solutions

LIFT SOLUTIONS

Current Satisfied Customers



Terms: Net 30 Days unless otherwise noted, this quote does not include sales tax or freight charges. All Lift Systems, Inc. cannot be held responsible for delay of product if delayed by strike, fire, water, rain, tornado or other acts of God beyond our control.

Proposal By: Roy Peters Accepted By:

(Date) Customer Representative (Date)

City of Griffin PO Terms and Conditions, as amended, will govern this purchase.

City of Griffin
100 S. Hill St PO Box T
Griffin, GA 30224
770-229-6400
Attn: Jared Anderson

Quote # RP120-461958

Lift Solutions Holdings, LLC dba All-Lift Systems, LLC. 5580 Fulton Industrial Blvd Atlanta, GA 30336
Lift Solutions is PLEASED TO PRESENT THE FOLLOWING QUOTE FOR YOUR CONSIDERATION:

Scope: ***Service and Inspections of Overhead Cranes***
Griffin Tank Crane

Description:

The service technicians will provide crane inspections, service and support to keep your assets safe and productive. This includes completing inspections in accordance with OSHA requirements per duty class of your assets.

What we will provide:

The inspector will be scheduled to complete OSHA compliant Periodic and Frequent Inspections of all overhead cranes.
Breakdowns are an unfortunate event in any business, but this is why many manufactures in the Midwest partner with Lift Solutions. We do everything in our ability to prevent downtime but our ability to respond quickly and get you back operational is where we succeed.

Industry Leading Documentation-
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Consultation-
We are the crane experts, and it is our responsibility to consult with you on repairs, upgrades, modernizations and training. We will be reviewing your inspection reports with you monthly and together, pave a path to remedy the deficiencies. We want to make sure you are investing money where and when it is needed to drive the cost of operating down.

Reducing Cost of Ownership-

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We also will work with the storeroom to drive down the list prices that many companies pay for crane parts, such as wire rope, electrical and mechanical components. By partnering with the industries OEMs, Lift Solutions leverages our buying power to pass the savings onto our customers.

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Scope of Work-

- Inspector will be responsible for completing Periodic and Frequent inspection requirements specified by OSHA.
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- Documenting all work performed and keeping records accessible and organized.
- Being present in City of Griffin safety and operations meeting as needed to be the on-site expert of the cranes and hoists.
- Working with storeroom to monitor stock parts and consult with cost saving initiatives.
- Consult and communicate industry best practices to drive safety and cost savings.

Access-

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    - Access to all assets
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        - Jib Cranes
        - Below the Hook accessories

Investment

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  - To be completed annually
    - 1 inspection of approximately: 1 assets
      - **$390.00 per inspection**

- Frequent inspection of overhead cranes
  - To be completed every month besides annual
    - 0 inspections of approximately: 0 assets
      - **$.00 per inspection**

- Below-the-hook inspection of slings, chains, spreader beams, eyebolts etc..
  - To be completed in sequence with inspections
    - 0 inspection of approximately: X assets
      - **$95/hr. T&M**

Total Annual Spend $390.00

- City of Griffin to Provide total annual spend P.O.
- P.O. to reference All-Lift Systems, LLC. 5580 Fulton Industrial Blvd Atlanta, GA 30336 as the receiver

- Contract annuals spend P.O. to be billed monthly when work is performed. Tax not included.

Thank You for Partnering with Lift Solutions

LIFT SOLUTIONS

Current Satisfied Customers



Terms: Net 30 Days unless otherwise noted, this quote does not include sales tax or freight charges. All Lift Systems, Inc. cannot be held responsible for delay of product if delayed by strike, fire, water, rain, tornado or other acts of God beyond our control.

Proposal By: Roy Peters Accepted By:

(Date) Customer Representative (Date)

City of Griffin PO Terms & Conditions, as amended, will govern this purchase.

City of Griffin
100 S. Hill St PO Box T
Griffin, GA 30224
770-229-6400
Attn: Jared Anderson

Quote # RP121-461957

Lift Solutions Holdings, LLC dba All-Lift Systems, LLC. 5580 Fulton Industrial Blvd Atlanta, GA 30336

Lift Solutions is PLEASED TO PRESENT THE FOLLOWING QUOTE FOR YOUR CONSIDERATION:

Scope: ***Service and Inspections of Overhead Cranes***
Griffin Main Crane

Description:

The service technicians will provide crane inspections, service and support to keep your assets safe and productive. This includes completing inspections in accordance with OSHA requirements per duty class of your assets.

What we will provide:

The inspector will be scheduled to complete OSHA compliant Periodic and Frequent Inspections of all overhead cranes.
Breakdowns are an unfortunate event in any business, but this is why many manufactures in the Midwest partner with Lift Solutions. We do everything in our ability to prevent downtime but our ability to respond quickly and get you back operational is where we succeed.

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- Preventative maintenance of cranes. Greasing, lubricating and making minor adjustments and repairs when needed to maintain and improve operation of cranes and hoists.
- Providing reports and communication of immediate needs to local management as needed.
- Documenting all work performed and keeping records accessible and organized.
- Being present in City of Griffin safety and operations meeting as needed to be the on-site expert of the cranes and hoists.
- Working with storeroom to monitor stock parts and consult with cost saving initiatives.
- Consult and communicate industry best practices to drive safety and cost savings.

Access-

- Whirlpool to supply:
    - Access to all assets
        - Overhead cranes
        - Jib Cranes
        - Below the Hook accessories





Investment

- Periodic inspection of overhead cranes
  - To be completed annually
    - 1 inspection of approximately: 1 assets
      - **$780.00 per inspection**

- Frequent inspection of overhead cranes
  - To be completed every month besides annual
    - 0 inspections of approximately: 0 assets
      - **$.00 per inspection**

- Below-the-hook inspection of slings, chains, spreader beams, eyebolts etc..
  - To be completed in sequence with inspections
    - 0 inspection of approximately: X assets
      - **$95/hr. T&M**

Total Annual Spend $780.00

- City of Griffin to Provide total annual spend P.O.
- P.O. to reference All-Lift Systems, LLC. 5580 Fulton Industrial Blvd Atlanta, GA 30336 as the receiver

- Contract annuals spend P.O. to be billed monthly when work is performed. Tax not included.

Thank You for Partnering with Lift Solutions

Current Satisfied Customers



Terms: Net 30 Days unless otherwise noted, this quote does not include sales tax or freight charges. All Lift Systems, Inc. cannot be held responsible for delay of product if delayed by strike, fire, water, rain, tornado or other acts of God beyond our control.

Proposal By: Roy Peters Accepted By:

(Date) Customer Representative (Date)

City of Griffin PO Terms and Conditions, as amended, will govern this purchase.

City of Griffin
100 S. Hill St PO Box T
Griffin, GA 30224
770-229-6400
Attn: Jared Anderson

Quote # RP126-461959

Lift Solutions Holdings, LLC dba All-Lift Systems, LLC. 5580 Fulton Industrial Blvd Atlanta, GA 30336

Lift Solutions is PLEASED TO PRESENT THE FOLLOWING QUOTE FOR YOUR CONSIDERATION:

Scope: ***Service and Inspections of Overhead Cranes***

Still Branch Chlorine Room Crane

Description:

The service technicians will provide crane inspections, service and support to keep your assets safe and productive. This includes completing inspections in accordance with OSHA requirements per duty class of your assets.

What we will provide:

The inspector will be scheduled to complete OSHA compliant Periodic and Frequent Inspections of all overhead cranes.
Breakdowns are an unfortunate event in any business, but this is why many manufactures in the Midwest partner with Lift Solutions. We do everything in our ability to prevent downtime but our ability to respond quickly and get you back operational is where we succeed.

Industry Leading Documentation-

Lift Solutions has partnered with InspectAll. InspectAll is the leading service reporting system in the world that is fully customizable to your location. InspectAll is accessible anywhere via smartphone or computer. We tag all assets with QR Codes for trackability and to generate historical data of that asset to drive continuous improvement in your facility. InspectAll is used for all below the hook and rigging items as well so all inspections are stored in one convenient location.

Consultation-

We are the crane experts, and it is our responsibility to consult with you on repairs, upgrades, modernizations and training. We will be reviewing your inspection reports with you monthly and together, pave a path to remedy the deficiencies. We want to make sure you are investing money where and when it is needed to drive the cost of operating down.

Reducing Cost of Ownership-

Our goal is to provide excellent service at a competitive rate. Part of our goal is driving the cost of ownership of your assets down. Lift Solutions will partner with your storeroom to make sure that all facilities have the critical parts needed on hand to reduce down time in the event of an emergency.

We also will work with the storeroom to drive down the list prices that many companies pay for crane parts, such as wire rope, electrical and mechanical components. By partnering with the industries OEMs, Lift Solutions leverages our buying power to pass the savings onto our customers.

Training-

Crane operator and rigging training will be offered at a reduced rate (to be determined) This course covers rigging and crane operation basics and will keep your employees safer and more efficient.

Scope of Work-

- Inspector will be responsible for completing Periodic and Frequent inspection requirements specified by OSHA.
- Preventative maintenance of cranes. Greasing, lubricating and making minor adjustments and repairs when needed to maintain and improve operation of cranes and hoists.
- Providing reports and communication of immediate needs to local management as needed.
- Documenting all work performed and keeping records accessible and organized.
- Being present in City of Griffin safety and operations meeting as needed to be the on-site expert of the cranes and hoists.
- Working with storeroom to monitor stock parts and consult with cost saving initiatives.
- Consult and communicate industry best practices to drive safety and cost savings.

Access-

- Whirlpool to supply:
    - Access to all assets
        - Overhead cranes
        - Jib Cranes
        - Below the Hook accessories

Investment

- Periodic inspection of overhead cranes
  - To be completed annually
    - 1 inspection of approximately: 1 assets
      - **$760.00 per inspection**

- Frequent inspection of overhead cranes
  - To be completed every month besides annual
    - 0 inspections of approximately: 0 assets
      - **$.00 per inspection**

- Below-the-hook inspection of slings, chains, spreader beams, eyebolts etc..
  - To be completed in sequence with inspections
    - 0 inspection of approximately: X assets
      - **$95/hr. T&M**

Total Annual Spend $760.00

- City of Griffin to Provide total annual spend P.O.
- P.O. to reference All-Lift Systems, LLC. 5580 Fulton Industrial Blvd Atlanta, GA 30336 as the receiver

- Contract annuals spend P.O. to be billed monthly when work is performed. Tax not included.

Thank You for Partnering with Lift Solutions

Current Satisfied Customers



Terms: Net 30 Days unless otherwise noted, this quote does not include sales tax or freight charges. All Lift Systems, Inc. cannot be held responsible for delay of product if delayed by strike, fire, water, rain, tornado or other acts of God beyond our control.

Proposal By: Roy Peters Accepted By:

(Date) Customer Representative (Date)

City of Griffin PO Terms and Condition, as amended, will govern this purchase.

City of Griffin
100 S. Hill St PO Box T
Griffin, GA 30224
770-229-6400
Attn: Jared Anderson

Quote # RP125-461962

Lift Solutions Holdings, LLC dba All-Lift Systems, LLC. 5580 Fulton Industrial Blvd Atlanta, GA 30336

Lift Solutions is PLEASED TO PRESENT THE FOLLOWING QUOTE FOR YOUR CONSIDERATION:

Scope: ***Service and Inspections of Overhead Cranes***
Still Branch DAF Building Crane

Description:

The service technicians will provide crane inspections, service and support to keep your assets safe and productive. This includes completing inspections in accordance with OSHA requirements per duty class of your assets.

What we will provide:

The inspector will be scheduled to complete OSHA compliant Periodic and Frequent Inspections of all overhead cranes.
Breakdowns are an unfortunate event in any business, but this is why many manufactures in the Midwest partner with Lift Solutions. We do everything in our ability to prevent downtime but our ability to respond quickly and get you back operational is where we succeed.

Industry Leading Documentation-
Lift Solutions has partnered with InspectAll. InspectAll is the leading service reporting system in the world that is fully customizable to your location. InspectAll is accessible anywhere via smartphone or computer. We tag all assets with QR Codes for trackability and to generate historical data of that asset to drive continuous improvement in your facility. InspectAll is used for all below the hook and rigging items as well so all inspections are stored in one convenient location.

Consultation-
We are the crane experts, and it is our responsibility to consult with you on repairs, upgrades, modernizations and training. We will be reviewing your inspection reports with you monthly and together, pave a path to remedy the deficiencies. We want to make sure you are investing money where and when it is needed to drive the cost of operating down.

Reducing Cost of Ownership-

Our goal is to provide excellent service at a competitive rate. Part of our goal is driving the cost of ownership of your assets down. Lift Solutions will partner with your storeroom to make sure that all facilities have the critical parts needed on hand to reduce down time in the event of an emergency.

We also will work with the storeroom to drive down the list prices that many companies pay for crane parts, such as wire rope, electrical and mechanical components. By partnering with the industries OEMs, Lift Solutions leverages our buying power to pass the savings onto our customers.

Training-

Crane operator and rigging training will be offered at a reduced rate (to be determined) This course covers rigging and crane operation basics and will keep your employees safer and more efficient.

Scope of Work-

- Inspector will be responsible for completing Periodic and Frequent inspection requirements specified by OSHA.
- Preventative maintenance of cranes. Greasing, lubricating and making minor adjustments and repairs when needed to maintain and improve operation of cranes and hoists.
- Providing reports and communication of immediate needs to local management as needed.
- Documenting all work performed and keeping records accessible and organized.
- Being present in City of Griffin safety and operations meeting as needed to be the on-site expert of the cranes and hoists.
- Working with storeroom to monitor stock parts and consult with cost saving initiatives.
- Consult and communicate industry best practices to drive safety and cost savings.

Access-

- Whirlpool to supply:
    - Access to all assets
        - Overhead cranes
        - Jib Cranes
        - Below the Hook accessories

Investment

- Periodic inspection of overhead cranes
  - To be completed annually
    - 1 inspection of approximately: 1 assets
      - **$190.00 per inspection**

- Frequent inspection of overhead cranes
  - To be completed every month besides annual
    - 0 inspections of approximately: 0 assets
      - **$.00 per inspection**

- Below-the-hook inspection of slings, chains, spreader beams, eyebolts etc..
  - To be completed in sequence with inspections
    - 0 inspection of approximately: X assets
      - **$95/hr. T&M**

Total Annual Spend $190.00

- City of Griffin to Provide total annual spend P.O.
- P.O. to reference All-Lift Systems, LLC. 5580 Fulton Industrial Blvd Atlanta, GA 30336 as the receiver

- Contract annuals spend P.O. to be billed monthly when work is performed. Tax not included.

Thank You for Partnering with Lift Solutions

LIFT SOLUTIONS

Current Satisfied Customers



Terms: Net 30 Days unless otherwise noted, this quote does not include sales tax or freight charges. All Lift Systems, Inc. cannot be held responsible for delay of product if delayed by strike, fire, water, rain, tornado or other acts of God beyond our control.

Proposal By: Roy Peters Accepted By:

(Date) Customer Representative (Date)

City of Griffin PO Terms and Conditions, as amended, will govern this purchase.

City of Griffin
100 S. Hill St PO Box T
Griffin, GA 30224
770-229-6400
Attn: Jared Anderson

Quote # RP124-461961

Lift Solutions Holdings, LLC dba All-Lift Systems, LLC. 5580 Fulton Industrial Blvd Atlanta, GA 30336

Lift Solutions is PLEASED TO PRESENT THE FOLLOWING QUOTE FOR YOUR CONSIDERATION:

Scope: ***Service and Inspections of Overhead Cranes***

Still Branch Filter Gallery Crane

Description:

The service technicians will provide crane inspections, service and support to keep your assets safe and productive. This includes completing inspections in accordance with OSHA requirements per duty class of your assets.

What we will provide:

The inspector will be scheduled to complete OSHA compliant Periodic and Frequent Inspections of all overhead cranes.
Breakdowns are an unfortunate event in any business, but this is why many manufactures in the Midwest partner with Lift Solutions. We do everything in our ability to prevent downtime but our ability to respond quickly and get you back operational is where we succeed.

Industry Leading Documentation-

Lift Solutions has partnered with InspectAll. InspectAll is the leading service reporting system in the world that is fully customizable to your location. InspectAll is accessible anywhere via smartphone or computer. We tag all assets with QR Codes for trackability and to generate historical data of that asset to drive continuous improvement in your facility. InspectAll is used for all below the hook and rigging items as well so all inspections are stored in one convenient location.

Consultation-

We are the crane experts, and it is our responsibility to consult with you on repairs, upgrades, modernizations and training. We will be reviewing your inspection reports with you monthly and together, pave a path to remedy the deficiencies. We want to make sure you are investing money where and when it is needed to drive the cost of operating down.

Reducing Cost of Ownership-

Our goal is to provide excellent service at a competitive rate. Part of our goal is driving the cost of ownership of your assets down. Lift Solutions will partner with your storeroom to make sure that all facilities have the critical parts needed on hand to reduce down time in the event of an emergency.

We also will work with the storeroom to drive down the list prices that many companies pay for crane parts, such as wire rope, electrical and mechanical components. By partnering with the industries OEMs, Lift Solutions leverages our buying power to pass the savings onto our customers.

Training-

Crane operator and rigging training will be offered at a reduced rate (to be determined) This course covers rigging and crane operation basics and will keep your employees safer and more efficient.

Scope of Work-

- Inspector will be responsible for completing Periodic and Frequent inspection requirements specified by OSHA.
- Preventative maintenance of cranes. Greasing, lubricating and making minor adjustments and repairs when needed to maintain and improve operation of cranes and hoists.
- Providing reports and communication of immediate needs to local management as needed.
- Documenting all work performed and keeping records accessible and organized.
- Being present in City of Griffin safety and operations meeting as needed to be the on-site expert of the cranes and hoists.
- Working with storeroom to monitor stock parts and consult with cost saving initiatives.
- Consult and communicate industry best practices to drive safety and cost savings.

Access-

- Customer to supply:
    - Access to all assets
        - Overhead cranes
        - Jib Cranes

Investment

- Periodic inspection of overhead cranes
  - To be completed annually
    - 1 inspection of approximately: 1 assets
      - **$190.00 per inspection**

- Frequent inspection of overhead cranes
  - To be completed every month besides annual
    - 0 inspections of approximately: 0 assets
      - **$.00 per inspection**

- Below-the-hook inspection of slings, chains, spreader beams, eyebolts etc..
  - To be completed in sequence with inspections
    - 0 inspection of approximately: X assets
      - **$95/hr. T&M**

Total Annual Spend $190.00

- City of Griffin to Provide total annual spend P.O.
- P.O. to reference All-Lift Systems, LLC. 5580 Fulton Industrial Blvd Atlanta, GA 30336 as the receiver

- Contract annuals spend P.O. to be billed monthly when work is performed. Tax not included.

Thank You for Partnering with Lift Solutions

Current Satisfied Customers



Terms: Net 30 Days unless otherwise noted, this quote does not include sales tax or freight charges. All Lift Systems, Inc. cannot be held responsible for delay of product if delayed by strike, fire, water, rain, tornado or other acts of God beyond our control.

Proposal By: Roy Peters Accepted By:

(Date) Customer Representative (Date)

City of Griffin PO Terms and Conditions, as amended, will govern this purchase.

Griffin
Growing, TOGETHER

City of Griffin, Georgia AM 5/21/25
100 S Hill Street
P O Box T
Griffin, Georgia 30224
(770) 229-6401

DATE: 5/20/25

FY25 Purchase Order No. 25-0467
Bid/Quote No.
Vendor No. 2815

Vendor Name & Address
All-Lift Systems, LLC.
Roy Peters
5580 Fulton Industrial Blvd.
Atlanta, GA 30336
rpeters@all-liftsystems.com
Ph: 470-226-7726 Fax:

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

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

*Terms: Net 30 unless otherwise specified on PO

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

Deliver to:
Harry Simmons WTP
Water/Wastewater
229 North Expressway
Griffin, GA 30223

ATTN: Jared Anderson
Phone: 770-233-2974 Fax:

- - 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
Flint River crane	505 - 4431 - 52 - 2200 - 0000	1		390.000	**390.00**
Simmons WTP pump crane	505 - 4431 - 52 - 2200 - 0000	1		780.000	**780.00**
Simmons chlorine ton cylinder crane	505 - 4431 - 52 - 2200 - 0000	1		390.000	**390.00**
Heads Creek Reservoir crane	505 - 4431 - 52 - 2200 - 0000	1		780.000	**780.00**
Still Branch Chlorine Crane	505 - 4432 - 52 - 2200 - 0000	1		760.000	**760.00**
Still Branch DAF Building Crane	505 - 4432 - 52 - 2200 - 0000	1.00		190.000	**190.00**
Still Branch Filter Gallery Crane	505 - 4432 - 52 - 2200 - 0000	1.00		190.000	**190.00**
	- - - -				
	- - - -				
	- - - -				
	- - - -				
	- - - -				
CAPITAL PROJECT #:	- - - -	*enter debit/credit amounts in*			
(DISTRIBUTION & $$)	- - - -	*the extended totals column*			

COMMENTS: Single Source **Totals: $** **$ 3,480.00**

FY25 Purchase Order

COG USE ONLY ⬇ **COG USE ONLY** ⬇

PRICING METHOD: Water/Wastewater Jared Anderson 5/20/2025

	Verbal / Phone	**Dept / Requestor / Date**
X	Email/Mail/Fax	**Department Mgr / Date** 5/21/25 VRC 5/28/25
	Bid / RFP #	**Purchasing / Date** Deborah M Gilbert 5.22.25
Copy emailed to Supplier		**Finance Director / Date**
Supplier Notified		**City Manager / Date**
		BOARD / Date

TERMS AND CONDITIONS – ALL-LIFT SYSTEMS, LLC

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 30-days 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; provided that Seller may delegate or assign duties, rights and obligations without written consent if due to a change in control or in connection with any sale of substantially all of its assets or ownership. 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.

TERMS AND CONDITIONS – ALL-LIFT SYSTEMS, LLC

ARTICLE 15 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 16 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 17 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.

Amended PO T&C Approved as to Form:

Andrew J. Whalen, III

Andrew J. Whalen, III, City Attorney

CITY OF GRIFFIN
FY25 SOLE BRAND/SOLE SOURCE/ SINGLE SOURCE JUSTIFICATION

Request Type and Details (select one)

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

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

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

Provide a description and identify the make/model of the item and quantity annual repair and maintenance of lifts for Simmons WTP, Flint river pump station, and heads Creek Res, and Still Branch WTP

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

we have used this company before under a different name they have been the ones to do this for several years

Supplier/Source Name/Address: **All-Lift Systems,LLC**
5580 Fulton Industrial Blvd Atlanta, GA 30336

Supplier/Source Contact: **Roy Peters** **Phone:** **470-226-7726**

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

repair and or inspect all hoist lifts for Simmons and Still Branch for RMP

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

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

they have been our previous go to for this work and they have already done this work so they know what they may or may not need to be fixed or maintained

Requestor Information

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

Date of Request: 5/20/2025 Requestor: Jared Anderson

Department: Water/Wasterwater Dept Accting Code: 4431 Phone: 770 233 2974

Purchasing Use Only ⇓ **Finance Approval:**

Comment:

Date Processed: | Date Posted to GPR: | Solicitation #:

Outcome:

Awarded Sole Source: | Issued PO/Contract: | Competitive Bid: | Protests:

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

AGENDA ITEM SUMMARY

ITEM SUMMARY:

Consider purchase from CentralSquare, Sole Source, to provide software maintenance and upgrades to the CentralSquare Police Records Management System in the amount of $111,070.93. *Telecommunications Manager, Chris Sprayberry will address.*

SPECIAL CONSIDERATIONS OR CONCERNS:

Griffin has utilized the CentralSquare, formally known as SunGard, public safety system since 2010. CentralSquare's maintenance of the ONESolution software system gives Griffin access to live support as well as software/bug fixes. Griffin will receive regular updates to all CentralSquare software modules including e-ticketing Records Management, Court interface exports, Mobile Field Reporting and digital dispatch. CentralSquare, the developers of the OneSolution platform, is the only vendor capable of supporting the software.

STAFF RECOMMENDATION:

Staff recommends approval.

FINANCIAL IMPACT:

The FY25 budget includes $111,070.93 for maintenance and support of the CentralSquare system.

Submitted By:
Gibb Cotton

Meeting Date:
27/05/2025

Reviewed By:
Jessica O'Connor

ATTACHMENTS:
CENTRAL SQUARE AGENDA ITEM.pdf

Griffin
Growing, TOGETHER

City of Griffin, Georgia AM 5/20/25
100 S Hill Street
P O Box T
Griffin, Georgia 30224
(770) 229-6401

DATE: 5/19/25

FY25 Purchase Order No. 25-0459
Bid/Quote No. Q-211923
Vendor No. 414

Vendor Name & Address
Central Square
Attn: Accounts Receivable
12709 Collection Center Drive
Chicago, IL 60693
Accounts.Receivable@CentralSquare.com
Ph: Fax:

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

Deliver to:
City of Griffin
Information Technology Department
100 South Hill Street
Griffin, GA 30223

ATTN: Gibb Cotton
Phone: 6786920386 Fax:

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

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

*Terms: Net 30 unless otherwise specified on PO

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

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

Description	Account Number	Quantity	UOM	Unit Price	Extended Totals
One Solution RMS Maint. ✓	101 - 3220 - 52 - 2211-0000	1	ea	111,070.930	111,070.93
	- - - -				
	- - - -				
	- - - -				
	- - - -				
	- - - -				
CAPITAL PROJECT #:	- - - -	*enter debit/credit amounts in*			
(DISTRIBUTION & $$)	- - - -	*the extended totals column*			

5-21-2025

COMMENTS: Sole Source **Totals: $** 111,070.93

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

GIBB COTTON 5/19/2025
Dept / Requestor / Date

VABC 5/21/25
Department Mgr / Date

Purchasing / Date
Deborah M. Gilbert 5.21.25
Finance Director / Date

City Manager / Date

BOARD / Date

TERMS AND CONDITIONS OF PO / CONTRACT

ARTICLE 1 PURCHASE ORDER AUTHORIZATION

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

ARTICLE 2 PURCHASE ORDER NUMBER

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

ARTICLE 3 ACCEPTANCES

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

ARTICLE 4 PRICE

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

ARTICLE 5 DELIVERIES, TITLE AND RISK OF LOSS

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

ARTICLE 6 PARTS

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

ARTICLE 7 WARRANTIES

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

ARTICLE 8 REMEDIES

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

ARTICLE 9 CONFLICTS OF LAWS

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

ARTICLE 10 MODIFICATIONS

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

ARTICLE 11 PATENT INFRINGEMENT

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

ARTICLE 12 TERMINATIONS FOR CAUSE

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

ARTICLE 13 TERMINATIONS FOR CONVENIENCE

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

ARTICLE 14 ENTIRE AGREEMENTS

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

ARTICLE 15 WORKS ON PREMISES

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

ARTICLE 16 QUALITY GUARANTEE

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

ARTICLE 17 QUALITY TERMS

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

CITY OF GRIFFIN
FY25 SOLE BRAND/SOLE SOURCE/ SINGLE SOURCE JUSTIFICATION

Request Type and Details (select one)

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

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

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

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

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

None

Supplier/Source Name/Address: **Central Square**

Supplier/Source Contact: **Dustin DeVoe** **Phone:** **689-300-6678**

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

Maintain software and security patches to the CentralSquare RMS System
Remote troubleshooting and support of the server system

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

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

CentralSquare owns the proprietary code base needed to maintain the software.

Requestor Information

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

Date of Request: 5/19/2025 Requestor: gcotton

Department: ITC Dept Accting Code: 1535 Phone: x475

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

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

CENTRALSQUARE

Renewal Order prepared by:
Mabel Jose Peralta
mabel.jose@centralsquare.com

Renewal Order #: Q-211923
Start Date: July 1, 2025
End Date: June 30, 2026
Billing Frequency: Yearly
Subsidiary: Superion, LLC

Renewal Order prepared for:
Gibb Cotton, Chief Technology Officer
City of Griffin
100 South Hill Street
Griffin, GA 30223
770-233-2928

Thank you for your continued business. We at CentralSquare appreciate and value our relationship and look forward to serving you in the future. CentralSquare provides software that powers over 8,000 communities. More information about all of our products can be found at www.centralsquare.com.

WHAT SOFTWARE IS INCLUDED?

	PRODUCT NAME	QUANTITY	TOTAL
1.	Dataworks Mugshot Interface	1	869.17 USD
2.	JMS-MS DISPLAY Annual Maintenance Fee	1	2,317.76 USD
3.	ONESolution Accident Annual Maintenance Fee	1	1,014.04 USD
4.	ONESolution Accident Wizard Annual Maintenance Fee	1	52.39 USD
5.	ONESolution Accident Wizard Annual Maintenance Fee	15	651.98 USD
6.	ONESolution Accident Wizard Base Server License Annual Maintenance Fee	1	1,448.62 USD
7.	ONESolution Barcoding Hand-Held Client License Annual Maintenance Fee	1	461.76 USD
8.	ONESolution Barcoding Server License Annual Maintenance Fee	1	724.33 USD
9.	ONESolution CAD Client AVL License Annual Maintenance Fee	1	360.52 USD
10.	ONESolution Court Base Annual Maintenance Fee	1	679.04 USD
11.	ONESolution Court Base Annual Maintenance Fee	1	510.17 USD
12.	ONESolution Courtware Citation Export Interface	1	1,199.02 USD
13.	ONESolution Crime Analysis Annual Maintenance Fee	1	3,621.53 USD
14.	ONESolution Crime Analysis Plus Annual Maintenance Fee	1	2,321.77 USD
15.	ONESolution MCT Client AVL License Annual Maintenance Fee	1	3,172.61 USD
16.	ONESolution MCT Client AVL License Annual Maintenance	52	1,249.81 USD

Renewal Order prepared by:
Mabel Jose Peralta
mabel.jose@centralsquare.com

	Fee		
17.	ONESolution MCT Client-Digital Dispatch Annual Maintenance Fee	12	2,307.36 USD
18.	ONESolution MCT Client-Digital Dispatch Annual Maintenance Fee	27	7,630.97 USD
19.	ONESolution MCT Client-Digital Dispatch Annual Maintenance Fee	25	7,207.08 USD
20.	ONESolution MFR Client Annual Maintenance Fee	27	7,630.97 USD
21.	ONESolution MFR Client Annual Maintenance Fee	25	7,207.08 USD
22.	ONESolution MFR Client Annual Maintenance Fee	12	2,307.36 USD
23.	ONESolution MFR Client-Accident Reporting Annual Maintenance Fee	15	2,172.97 USD
24.	ONESolution MFR Client-Accident Reporting Annual Maintenance Fee	1	110.33 USD
25.	ONESolution MFR Client-Accident Reporting Annual Maintenance Fee	12	1,153.67 USD
26.	ONESolution MFR Client-Arrest Annual Maintenance Fee	50	3,605.25 USD
27.	ONESolution MFR Client-Citation Annual Maintenance Fee	60	5,662.44 USD
28.	ONESolution MFR Client-MOBLAN Version Annual Maintenance Fee	5	724.33 USD
29.	ONESolution MFR Client-MOBLAN Version Annual Maintenance Fee	5	724.33 USD
30.	ONESolution MFR Client-MOBLAN Version Annual Maintenance Fee	5	724.33 USD
31.	ONESolution Mobile Field Reporting Server Annual Maintenance Fee	1	1,420.23 USD
32.	ONESolution Mobile Field Reporting Server Annual Maintenance Fee	1	3,621.53 USD
33.	ONESolution Mobile Server Software Annual Maintenance Fee	1	2,130.32 USD
34.	ONESolution Mobile Server Software Annual Maintenance Fee	1	4,074.22 USD
35.	ONESolution Notification Annual Maintenance Fee	1	1,970.09 USD
36.	ONESolution Police-to-Police Annual Subscription Fee	1	0.00 USD
37.	ONESolution Property & Evidence Annual Maintenance Fee	1	1,593.50 USD
38.	ONESolution Records Management System Annual Maintenance Fee	1	11,284.66 USD

CENTRALSQUARE

Renewal Order prepared by:
Mabel Jose Peralta
mabel.jose@centralsquare.com

39.	ONESolution RMS Map Display & Pin Mapping License Annual Maintenance Fee	1	1,158.87 USD
40.	ONESolution RMS Training Module Annual Maintenance Fee	1	1,014.04 USD
41.	ONESolution RMS Workstation Annual Maintenance Fee	2	852.14 USD
42.	ONESolution RMS Workstation Annual Maintenance Fee	5	2,172.83 USD
43.	ONESolution RMS Workstation Annual Maintenance Fee	5	2,172.83 USD
44.	ONESolution State Livescan Interface Annual Maintenance Fee	1	2,462.65 USD
45.	ONESolution Traffic Citation Accounting Transmission System (TCATS) Interface Annual Maintenance Fee	1	5,320.03 USD

Renewal Order Total: 111,070.93 USD

Billing Information

This is not an invoice. Prices shown do not include any taxes that may apply. Any such taxes are the responsibility of the Customer.

For customers based in the United States or Canada, any applicable taxes will be determined based on the laws and regulations of the taxing authority(ies) governing the Ship To location provided by the Customer on the Renewal Order Form.

Please note that the Total Price shown above has been rounded to the nearest two decimal places for display purposes only. The actual price may include as many as five decimal places. For example, an actual price of $21.37656 will be shown as a Total Price of $21.38. The Total for this quote has been calculated using the actual prices for the product and/or service, rather than the Total Price displayed above.

AGENDA ITEM SUMMARY

ITEM SUMMARY:

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

SPECIAL CONSIDERATIONS OR CONCERNS:

Mayor Hollberg and Commissioners Ward, Curtis, Murray, Wright and McCord were present. Commissioner Tinsley was absent.

STAFF RECOMMENDATION:

N/A

FINANCIAL IMPACT:

N/A

Submitted By:
Susan Bartholomew

Meeting Date:
27/05/2025

Reviewed By:
Jessica O'Connor

ATTACHMENTS:
05-13-25 Minutes.pdf

CITY OF GRIFFIN BOARD OF COMMISSIONERS
REGULAR SCHEDULED MEETING
ONE GRIFFIN CENTER, W. ELMER GEORGE MUNICIPAL HALL
TUESDAY, MAY 13, 2025

Mayor Doug Hollberg presided, convening the meeting at 6:00 p.m. Commissioners attending included Cynthia Ward, Rose Curtis, Holly Murray, Brad Wright, 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 Tinsley was absent.

Call to order by Mayor Hollberg

Pledge of Allegiance ..... Commissioner Wright

Invocation .....Mayor Hollberg

Approval of Agenda

Motion/second to approve the Agenda by Commissioners Wright/Ward carried 6-0.

PRESENTATIONS AND DELEGATIONS

1. Recognize Brian Banks, Captain Griffin Fire Rescue, as the April 2025 Strongest Link in the Chain award recipient. *Battalion Chief Andy Meeks will address.*

   Chief Andy Meeks addressed the Commissioners stating Capt. Banks recently saved a person's life at Airport Road Park after the person collapsed. Capt. Banks thanked the Commissioners for recognizing him, and stated City of Griffin employees do great things everyday. He continued that the Police Department and Fire Department also responded to the incident, and he was a small part of the successful outcome. He accepted the award for all the responders.

2. Presentation of a proclamation declaring May 18th - 24th, 2025 to be National Public Works Week and Public Works Week in the City of Griffin.

   Mayor Hollberg presented the proclamation to COG public works employees. Ms. Eller expressed her appreciation for the Public Works employees, noting that much of the work they do goes unseen, but their work plays a huge role in the quality of life for all residents. She noted her pride in the evolution of Public Works into an outstanding department.

3. Review financial reports for March 2025. *Finance Director, Deborah Manning-Gilbert will address.*

   Deborah Manning-Gilbert, Finance Director, addressed the Commissioners reviewing the March 2025 financial statements, noting it is approximately 75% into the fiscal year. The General Fund operating revenue is $21.9 million which is 86.7% of budget; operating expenses are $28.8 million which is 70% of budget. The Enterprise Funds operating revenue is $86.8 million which is 78.1% of budget; operating expenses are $65.8 million which is 63.2% of budget. The Water/Wastewater Fund operating revenue is $23.4 million which is 77.7% of budget; operating expenses are $14.2 million which is 51.6% of budget. The Electric Fund operating revenue is $51.3 million which is 78.5% of budget; operating expenses are $40.6 million which is 68.2% of budget. The Solid Waste Fund operating revenue is $8 million which is 75.1% of budget; the operating expenses are $7.1 million which is 65% of budget.

   LOST collections year-to-date are $4,239,031 which is 76.3% of budget.
   TSPLOST collections year-to-date are $3,531,363 which is 94.7% of budget.

CITIZEN COMMENTS

There were no citizen comments.

CITY OF GRIFFIN BOARD OF COMMISSIONERS
REGULAR SCHEDULED MEETING
ONE GRIFFIN CENTER, W. ELMER GEORGE MUNICIPAL HALL
TUESDAY, MAY 13, 2025

PUBLIC HEARINGS

There were no public hearings.

CONSENT AGENDA

4. Consider, on second reading, 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.

5. Consider the minutes of the City of Griffin Board of Commissioners' Regular Meeting on April 22, 2025.

6. Consider a Memorandum of Understanding between the Department of Community Affairs and the City of Griffin, the local Main Street Program Board of Directors and the Downtown Manager. *Economic Development Director, Jeremy Stratton, will address.*

7. Consider a contract for water and sewer construction services for Phase I of the Community Development Block Grant (CDBG), Southern Rushton Mill Redevelopment Area, with Helix Grading & Utility LLC, lowest responsive bidder, in the amount of $1,051,212.10. *Director of Water and Wastewater, Brandon Lewis, will address.*

8. Consider an agreement between the City of Griffin and Southern Crescent Technical College in the amount of $2,000.00 to conduct trainings for up to 20 Customer Service employees. *Electric Director, Jennifer Freeman will address.*

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

REGULAR AGENDA

9. Consider Executive Session pursuant to O.C.G.A. 50-14-3(a)(5) for the purpose of discussing or deliberating upon cybersecurity plans, procedures, and contracts regarding provision of cybersecurity services and pursuant to O.C.G.A. Section 50-14-2(1) for the purpose of consulting and meeting with legal counsel pertaining to pending or potential litigation, settlement, claims, administrative proceedings, or other judicial actions brought or to be brought by or against the agency or any officer or employee or in which the agency or any officer or employee may be directly involved.

    Motion/second to enter closed session at 6:15 pm pursuant to O.C.G.A. 50-14-3(a)(5) for the purpose of discussing or deliberating upon cybersecurity plans, procedures, and contracts regarding provision of cybersecurity services and pursuant to O.C.G.A. Section 50-14-2(1) for the purpose of consulting and meeting with legal counsel pertaining to pending or potential litigation, settlement, claims, administrative proceedings, or other judicial actions brought or to be brought by or against the agency or any officer or employee or in which the agency or any officer or employee may be directly involved by Commissioners Murray/Ward carried 6-0.

    Motion/second to re-enter Open Meeting at 6:38 p.m. by Commissioners Ward/Murray carried 6-0.

10. Consider minutes of the Griffin Board of Commissioners' Called Joint Meeting with the Spalding County and Orchard Hill on April 21, 2025.

    Motion/second to approve the minutes of the Griffin Board of Commissioners' Called Joint Meeting with the Spalding County and Orchard Hill on April 21, 2025 by Commissioners Wright/Ward carried 5-0-1. Commissioner Murray abstained as she did not attend the meeting.

11. Consider the minutes of the City of Griffin Board of Commissioners' Workshop Meeting on April 22, 2025.

    Motion/second to approve the minutes of the City of Griffin Board of Commissioners' Workshop Meeting on April 22, 2025 by Commissioners Ward/Wright carried 5-0-1. Commissioner Murray abstained as she did not attend the meeting.

12. Consider a Georgia Airport Aid Funding Grant in support of the New Griffin-Spalding Regional Airport Construction Project in the amount of $32,027,530.00. *Airport Director, Robert Mohl, will address.*

    Motion/second to approve a Georgia Airport Aid Funding Grant in support of the New Griffin-Spalding Regional Airport Construction Project in the amount of $32,027,530.00 by Commissioners Wright/Murray carried 6-0.

13. Consider MEAG Power Sale of Excess Power to the City of Grantville on behalf of the City of Griffin in the amount of 277 kW. *Electric Director, Jennifer Freeman will address.*

    Motion/second to approve MEAG Power Sale of Excess Power to the City of Grantville on behalf of the City of Griffin in the amount of 277 kW by Commissioners Ward/Murray carried 6-0.

14. Consider a resolution, per Sec. 2-190-Emergency Procurement of the Griffin Code of Ordinances, ratifying the procurement of emergency services to clean the clarifier at Harry Simmons Water Treatment Plant, in an amount not to exceed $82,866.40 from Groome Industrial Service Group, single source. *Director of Water and Wastewater, Brandon Lewis, will address.*

    Motion/second to approve a resolution, per Sec. 2-190-Emergency Procurement of the Griffin Code of Ordinances, ratifying the procurement of emergency services to clean the clarifier at Harry Simmons Water Treatment Plant, in an amount not to exceed $82,866.40 from Groome Industrial Service Group, single source by Commissioners Ward/Murray carried 6-0.

15. Consider the Regulatory Compliance Addendum for FY26 with Moss Adams in the amount of $9,500.00 under a previously approved Master Services Agreement. *Telecommunications Manager Chris Sprayberry will address*.

    Motion/second to approve the Regulatory Compliance Addendum for FY26 with Moss Adams in the amount of $9,500.00 under a previously approved Master Services Agreement by Commissioners Murray/Wright carried 6-0.

16. Consider a resolution retroactively approving execution of an Engagement Agreement with Freeman Mathis & Gary LLP and related Master Services Agreement with Arete for legal and cyber security insurance consultation services related to anomalous user account activity on April 15, 2025. *Chief Technology Officer, Gibb Cotton will address.*

    Motion/second to approve a resolution retroactively approving execution of an Engagement Agreement with Freeman Mathis & Gary LLP and related Master Services Agreement with Arete for legal and cyber security insurance consultation services related to anomalous user account activity on April 15, 2025 by Commissioners Murray/Ward carried 6-0.

17. Consider a 12 month tire recycling drop and hook agreement with Quality Tire Recycling, an EPD approved tire recycler, for the purpose of disposing of old tires removed from vehicles and equipment at Motor Pool. *Public Works Director, Mariza Eller, will address.*

    Motion/second to approve a 12 month tire recycling drop and hook agreement with Quality Tire Recycling, an EPD approved tire recycler, for the purpose of disposing of old tires removed from vehicles and equipment at Motor Pool by Commissioners Murray/Ward carried 6-0.

18. Consider a contract with Creative Sign Designs, single source, in the amount of $23,546.37 to repaint Welcome to Griffin signage monuments located on Highway 16, Williamson Road, and

Zebulon Road, and amend the budget accordingly. *Public Works Director, Mariza Eller, will address.*

Motion/second to approve a contract with Creative Sign Designs, single source, in the amount of $23,546.37 to repaint Welcome to Griffin signage monuments located on Highway 16, Williamson Road, and Zebulon Road, and amend the budget accordingly by Commissioners Murray/Ward carried 6-0.

19. Consider a change order with Garland/DBS, Inc., increasing the original contract sum of $2,351,992.00 in the amount of $64,152.00 for a total of $2,416,144.00 for lightning protection on the One Griffin Center roof. *Public Works Director, Mariza Eller, will address.*

    Motion/second to approve a change order with Garland/DBS, Inc., increasing the original contract sum of $2,351,992.00 in the amount of $64,152.00 for a total of $2,416,144.00 for lightning protection on the One Griffin Center roof by Commissioners Ward/Wright carried 6-0.

20. Consider a contract with Seiler & Associates, Inc., in the amount of $29,500.00 for survey services, legal descriptions, utility locations, and grave site layout of 206, 210, 216, and 218 S. Searcy Street for the expansion of Oak Hill Cemetery, and amend the budget accordingly. *Public Works Director, Mariza Eller, will address.*

    Motion/second to approve a contract with Seiler & Associates, Inc., in the amount of $29,500.00 for survey services, legal descriptions, utility locations, and grave site layout of 206, 210, 216, and 218 S. Searcy Street for the expansion of Oak Hill Cemetery, and amend the budget accordingly by Commissioners Murray/Wright carried 6-0.

21. Consider a contract with Yamaha Motor Finance Corporation, U.S.A. Municipal Agreement, lowest responsive and responsible quote, in the amount of $5,943.75 monthly for the rental of golf carts at the Griffin Golf Course. *Public Works Director, Mariza Eller, will address.*

    Motion/second to approve a contract with Yamaha Motor Finance Corporation, U.S.A. Municipal Agreement, lowest responsive and responsible quote, in the amount of $5,943.75 monthly for the rental of golf carts at the Griffin Golf Course by Commissioners Murray/Wright carried 6-0.

22. Consider a Memorandum of Agreement with Georgia Department of Transportation for the installation of roadway improvements that includes roadway delineators, roadway striping, and railroad signage on Experiment Street crossing the railroad tracks at Milepost S-252.06 and intersects into N. 13th Street. *Public Works Director, Mariza Eller, will address.*

    Motion/second to approve a Memorandum of Agreement with Georgia Department of Transportation for the installation of roadway improvements that includes roadway delineators, roadway striping, and railroad signage on Experiment Street crossing the railroad tracks at Milepost S-252.06 and intersects into N. 13th Street by Commissioners Ward/Murray carried 6-0.

23. Consider, on first reading, a proposed amendment to Code of Griffin, Chapter 6, Alcoholic Beverages. *Staff Attorney, Kelsey Carden, will address.*

    Motion/second to approve on first reading, a proposed amendment to Code of Griffin, Chapter 6, Alcoholic Beverages by Commissioners Murray/Ward carried 6-0.

24. Consider a claim for personal injury by Irene Walker, based upon Ante Litem Notice, dated April 17, 2025, from attorney Ben Hancock, The King Injury Law, and Offer of Settlement in the amount of $1,000,000. *City Attorney Drew Whalen will address.*

    Motion/second to deny a claim for personal injury by Irene Walker, based upon Ante Litem Notice, dated April 17, 2025, from attorney Ben Hancock, The King Injury Law, and Offer of Settlement in the amount of $1,000,000 by Commissioners Murray/Wright carried 6-0.

25. Consider a claim for personal injury to Jisel Delgado, a minor, by Jisela Quibrera, as parent and natural guardian, based upon Ante Litem Notice, dated April 11, 2025, from attorney Ben Hancock, The King Injury Law for alleged personal injuries suffered while a passenger on a school bus, owned and operated by the Griffin-Spalding County School System, on October 21, 2024. *City Attorney Drew Whalen will address.*

    Motion/second to deny a claim for personal injury to Jisel Delgado, a minor, by Jisela Quibrera, as parent and natural guardian, based upon Ante Litem Notice, dated April 11, 2025, from attorney Ben Hancock, The King Injury Law for alleged personal injuries suffered while a passenger on a school bus, owned and operated by the Griffin-Spalding County School System, on October 21, 2024 by Commissioners Murray/Wright carried 6-0.

26. Consider a claim for Malicious Prosecution by Harvey Willis Smith, Jr., based on Ante Litem Notice from his attorney, Louie Hendricks, dated April 12, 2025, offering settlement in the amount of $143,000,000.00. *City Attorney Drew Whalen will address.*

    Motion/second to deny a claim for Malicious Prosecution by Harvey Willis Smith, Jr., based on Ante Litem Notice from his attorney, Louie Hendricks, dated April 12, 2025, offering settlement in the amount of $143,000,000.00 by Commissioners Murray/Wright carried 6-0.

27. Consider an agreement with Georgia Municipal Association, Inc. ("GMA") in the amount of $7,200.00 for consulting services to evaluate and improve organizational culture by identifying strengths, addressing areas for development, and aligning workplace culture with organizational values and goals for the Griffin Fire Department. *City Manager, Jessica W. O'Connor, will address.*

    Motion/second to approve an agreement with Georgia Municipal Association, Inc. ("GMA") in the amount of $7,200.00 for consulting services to evaluate and improve organizational culture by identifying strengths, addressing areas for development, and aligning workplace culture with organizational values and goals for the Griffin Fire Department by Commissioners Murray/Wright carried 6-0.

28. Consider Sales Agreement with Deep South Fireworks, LLC in the amount of $25,000.00 for the July 4, 2025 firework show. *City Manager, Jessica O'Connor, will present.*

    Motion/second to approve a Sales Agreement with Deep South Fireworks, LLC in the amount of $25,000.00 for the July 4, 2025 firework show by Commissioners Wright/Hollberg carried 6-0.

29. Commissioner Rose Curtis to appoint a member to the Planning and Zoning Board, District 2 to fulfill an unexpired term set to expire 12/31/25 to succeed Kenda Woodard.

    Appointed: Ann Dukes, 314 N. 3rd Street

CITY MANAGER'S REPORT

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

1. Congratulations to Capt. Banks on his Strongest Link award.
2. Congratulations to Public Works for its recognition for National Public Works Week.
3. Public Works, Stormwater and 118 City of Griffin employees took part in the District 2 Griffin Gives Back Cleanup on Thursday, May 8 as part of the celebration of Public Service Week. City Church, Bruce Ballard of the Downtown Development Authority, Mayor Hollberg and Commissioner McCord also took part in the cleanup.
4. The Commissioners' consensus is for Mayor Hollberg to be the voting delegate at GMA, and Mayor Hollberg will carry the City flag at GMA.
5. We will be postponing the SPLOST referendum as the current TSPLOST does not end until 2027, and we don't want to add a penny of sales tax. We do need to move forward with fire stations and equipment, so we will begin the process of ordering equipment and possible bonding of the construction of Stations 3 and 4.

6. Ms. O'Connor stated she has been working on the budget and will have it to the Commissioners by Friday, May 16 or Monday, May 19. Mayor asked the amount, and Ms. O'Connor replied it is $176 million, of which $24 million is the funding for the new airport.

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: Commissioner Murray congratulated Capt. Banks and Public Works. She thanked Heather Robinson, and congratulated all graduates. Commissioner Murray also thanked all the volunteers who worked to make the Food Truck Fly-In a huge success.

Wright: No comment.

Tinsley: Absent

McCord: Commissioner McCord stated the city lost Franklin Daniel, a 37-year employee of the City. He added that Haskell Ward is home and recovering and thanked all for thoughts and prayers.

Hollberg: Mayor Hollberg stated his appreciation for the District 6 and District 2 cleanups. June Jam is Saturday, June 14.

ADJOURN

Motion/second to adjourn at 6:57 p.m. by Commissioners Curtis/Wright carried 6-0.

_____ _____

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

AGENDA ITEM SUMMARY

ITEM SUMMARY:

Consider a Task Order Form to the Master Services Agreement between the City of Griffin and LJA in the amount of $19,500.00 for civil engineering services of a water main replacement for the Hamilton Intersection Realignment project. *Public Works Director, Mariza Eller, will address.*

SPECIAL CONSIDERATIONS OR CONCERNS:

The scope of work for the Task Orden Form with LJA is for the preparation of construction documents and related technical specifications for water main improvements, including installation of approximately 1,400 linear feet of water main and related appurtenances for Hamilton Blvd. The funding for this Task Order Form in the amount of $19,500.00 will come from TSPLOST funds.

STAFF RECOMMENDATION:

Staff recommends approval.

FINANCIAL IMPACT:

TSPLOST funds will be utilized in the amount of $19,500.00.

Submitted By:
Mariza Eller

Meeting Date:
27/05/2025

ATTACHMENTS:
TOF for Water Main Replacement at Hamilton Blvd.

TASK ORDER FORM

Kincaid and Hamilton Intersection Realignment
Additional Task – Hamilton Water Main Replacement

For

City of Griffin

Project No. PCG3152-24033

April 23, 2025

LJA Engineering, Inc. (LJA) has prepared this Task Order Form (TOF) in accordance with the Master Services Agreement. This TOF has been prepared to provide additional Civil Engineering Services to City of Griffin related to the Kincaid and Hamilton Intersection Realignment Project.

SCOPE OF WORK

The Scope of Work for this TOF includes preparation of Construction Documents and related Technical Specifications for water main improvements including installation of approximately 1,400 linear feet of water main and related appurtenances for Hamilton Drive. The Construction Documents and Technical Specifications will be incorporated with the road design plans being provided under a separate TOF. The Fee below includes time for one additional field visit and one additional meeting with City of Griffin personnel for this task.

SCHEDULE

LJA anticipates completion of this scope of work within 2 business weeks after receipt of the signed authorization to proceed.

FEE ESTIMATE

In accordance with the Master Services Agreement, the project team will complete the task detailed above for a ***lump sum fee of $19,500.00***.

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

AUTHORIZATION

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

City of Griffin

Signature:_____

Date:_____

LJA Engineering, Inc.

Signature:_____

Brian K. Upson, PE
Sr. Vice President

Date: 4/29/2025

Attested by:
City of Griffin

Signature:_____

Date:_____

AGENDA ITEM SUMMARY

ITEM SUMMARY:

Consider an Intergovernmental Agreement with the Spalding County Water and Sewerage Facilities Authority for Wastewater Treatment Services. *Director of Water and Wastewater, Brandon Lewis, will address.*

SPECIAL CONSIDERATIONS OR CONCERNS:

This IGA will provide for treatment of wastewater from the SCWSA's sewer service area at the Potato Creek WWTP until the SCWSA's Wastewater Treatment Plant is constructed and operational. This agreement limits sewer flows to 200,000 gallons per day from the SCWSA. Sewer capacity for the City's service area will not be diminished in any meaningful amount for the duration of this agreement. The City will have no responsibility to maintain the SCWSA's sewer collection system. This agreement is for treatment of wastewater only.

STAFF RECOMMENDATION:

Staff recommends approval.

FINANCIAL IMPACT:

The City will retain seventy percent of the wastewater usage rate billed to SCWSA customers with thirty percent of the same rate passed through to the SCWSA.

Submitted By:
Brandon Lewis

Meeting Date:
27/05/2025

Reviewed By:
Jessica O'Connor

ATTACHMENTS:
IGA SCWSFA.pdf

INTERGOVERNMENTAL AGREEMENT FOR WASTEWATER TREATMENT SERVICES

This Intergovernmental Agreement for Wastewater Treatment Services (the "Agreement") is entered into by and between the **Spalding County Water and Sewerage Facilities Authority**, a corporate body politic of the State of Georgia (hereinafter "AUTHORITY"), and the **CITY of Griffin**, a Georgia municipal corporation (hereinafter the "CITY"). AUTHORITY and the CITY may be collectively referred to as the "Parties" and individually as a "Party."

RECITALS

WHEREAS, the CITY, pursuant to its Charter and general laws, is empowered to own, operate, extend, and maintain a system of water supply, treatment, and distribution lines within and without its municipal boundary, together with a system for the collection and treatment of sanitary sewage, and by virtue of such ,the CITY owns and operates both a retail system of water supply, treatment and distribution throughout said CITY, and in portions of unincorporated Spalding County, and is a wholesale provider of treated drinking water;

WHEREAS, the parties have, through the Service Delivery Strategy for Spalding County, agreed as to a territorial division of the County in which the CITY and AUTHORITY will provide sanitary sewage collection and treatment within their respective assigned territories, as shown on the map attached hereto as Exhibit "A";

WHEREAS, the AUTHORITY intends to install, own and operate sanitary sewage collector lines within its Sewer Service Territory in east Spalding County and, eventually, to construct, own and operate its own wastewater treatment facility;

WHEREAS, until such time as the AUTHORITY'S wastewater treatment plant is built and operational, the AUTHORITY desires to reserve wastewater treatment capacity within the CITY's Potato Creek Wastewater Treatment Plant (the "Facility") to serve the needs of its service area by entering into this Agreement with the CITY;

WHEREAS, the Parties, by entering this Agreement, desire to establish the terms under which authority will reserve capacity, discharge wastewater to the CITY's facility for treatment , and pay for the treatment of wastewater within the Facility; and

WHEREAS, this Agreement is made pursuant to the authority granted under the Constitution and laws of the State of Georgia, including but not limited to Article IX, Section III, Paragraph I of the Constitution of the State of Georgia, which allows for intergovernmental agreements between political subdivisions.

WHEREAS, this writing shall constitute a binding, legal contract, valid and enforceable against both parties whose signatures shall appear in execution thereof, in accordance with the terms and conditions hereinafter set forth, under the authority granted by Article IX, Section III, Paragraph I of the 1983 Constitution of the State of Georgia, known as the "Intergovernmental

Agreements" clause. Payment obligations set forth and established herein shall constitute a general obligation of the party affected to which its full faith and credit is hereby pledged. Each of the Parties covenant that it legally exists, has the requisite legal authority to provide the services contracted, has adequate and ample legal authority to perform the services contracted for to contract for such services, has adequate fiscal capability and staffing to utilize and provide such services, and otherwise to do all things necessary, convenient, desirable and expedient to cany out and perform the obligations and responsibilities herein set forth, either expressly or by reasonable implication.

Furthermore, for the term of this agreement, all Parties agree to exercise good faith and best efforts to adequately fund and carry out such undertakings, including expressly, but without limitation, the power to establish, levy and enforce collection of reasonable rates, fees, and charges for the operation of its respective wastewater treatment and sanitary sewer collection systems and the services contemplated by this agreement. The Parties further covenant and agree to cooperate fully with one another in the joint undertakings required to further the spirit and intent of the agreement herein made, including defending this agreement as valid, binding, and enforceable in any proceeding in which it may be in issue, including future bond validation proceedings filed by any party.

The Parties covenant and agree they have fully performed all conditions precedent to execution of this Agreement, including obtaining the requisite authority to approve and execute the agreement by resolution of their governing bodies, obtaining any required review and approval in advance of execution by any officer, attorney, or agent of the governing body, and by causing a fully executed original thereof, with the party's corporate seal affixed, to be spread upon the Minutes of the meeting at which approved.

Any and all objections or defenses of a procedural or technical nature to the validity and authenticity of this Agreement, or its admissibility in any legal or administrative proceeding is hereby waived.

NOW, THEREFORE, for and in consideration of the mutual covenants, promises, and conditions herein contained, the Parties agree as follows:

1. RESERVED CAPACITY

1.1 The CITY agrees to reserve an amount of flow equal to the cumulative average daily flow of all approved discharge connections (the "Reserved Capacity") for AUTHORITY at the CITY's Potato Creek Wastewater Treatment Facility. Initially, the maximum reserved capacity shall be 200,000 gallons per day.

1.2 AUTHORITY shall have the right to discharge wastewater into the CITY's Facility in an amount not more than the Reserved Capacity. Any discharge in excess of the Reserved Capacity shall be accepted by the CITY, subject to the terms and conditions of this Agreement, and AUTHORITY shall pay for such additional discharge at the rate established herein.

1.3 The Reserved Capacity, together with any negotiated and agreed increases thereof, shall remain available to the AUTHORITY throughout the term of this Agreement, regardless of the actual amount of wastewater discharged by AUTHORITY.

1.4 If a discharge in excess of 80% of the AUTHORITY'S Reserved Capacity occurs for 3 consecutive calendar months, the parties agree to promptly meet to negotiate an increase in the AUTHORITY'S reserved capacity, if available at the CITY's wastewater treatment facility. Such increase shall be reduced to writing as an amendment to this Agreement.

2. LIMITATION ON RESERVED CAPACITY

2.1 Should the CITY foresee that the total amount of discharge being received by the CITY for treatment is likely to exceed the total permitted treatment capacity of the CITY's facility, the CITY shall immediately notify the AUTHORITY in writing of its inability to accept any additional discharge requests, and shall continue to accept discharge from the AUTHORITY for no less than twelve (12) months following such notice being delivered to the General Manager of the AUTHORITY.

3. DISCHARGE POINT AND FLOW METER

3.1 The Parties agree that at the time of a request to discharge from the AUTHORITY the discharge point for AUTHORITY's wastewater into the CITY's sewer system (the "Discharge Point") shall be proposed at such manhole(s) identified on a map attached to the request to discharge. The AUTHORITY shall be responsible for the costs of all installation, maintenance and repair of the collector lines required to transport the discharge to such Discharge Point as well as the cost of any upgrades to the collection system of the CITY required to allow for safe and sanitary acceptance by the CITY of such discharge. The CITY shall retain the right to alter the Discharge Point, prior to acceptance, provided however, the CITY may not alter or change the Discharge Point if such would result in any additional cost to upgrade the CITY's collection system over and above those costs that would be required for the Discharge Point requested by the AUTHORITY, unless the CITY agrees to pay for such additional costs.

3.2 AUTHORITY shall, at its own expense, install a flow meter at the Discharge Point to accurately measure the volume of wastewater discharged into the CITY's sewer system. The installation and operation of the flow meter shall comply with all applicable standards and regulations. After installation The CITY shall be responsible for all maintenance and repair to such flow meter.

3.3 The CITY shall regularly calibrate the flow meter (regularly being defined as not less than once every twelve (12) months) to ensure accuracy and shall recalibrate the flow meter if such is found to be out of calibration by fifteen (15%) percent or more. If found to be off by fifteen (15%) percent or more the parties agree to negotiate in good faith to determine what additional charges or credits may be due as a result of such inaccurate flow monitoring since the date of the last calibration test.

3.4. The Parties agree that the AUTHORITY shall install and the CITY shall operate and maintain all metering and sampling equipment. The regular inspection and maintenance costs are included as part of the CITY's operating costs. Whenever repair and/or replacement of equipment are deemed necessary by either Party, the CITY shall undertake the repair and/or replacement at its cost and expense.

3.5 The CITY shall have no responsibility whatsoever for the AUTHORITY's sewage collection lines installed beyond the metering point. The AUTHORITY shall be solely responsible for maintenance of the same and shall, at all times relevant hereto, hold and possess all licenses, permits and approvals required to install sewage collector lines and operate its sanitary sewer system.

4. SEWER USE

4.1 The AUTHORITY recognizes the Sewer Use Regulations in The Code of Griffin, Georgia and agrees to uphold all sewer use requirements, limitations, and prohibitions of said regulations for all connections to AUTHORITY sewer lines.

4.2 Any connections to AUTHORITY sewer lines that meet the definition of "Industrial User" as defined in Sec. 94-32 of The Code of Griffin, Georgia, shall be subject to all requirements of the Industrial Pretreatment Program of the CITY. All costs associated with permitting of Industrial Users connected to sewer lines of the AUTHORITY shall be at the sole expense of the AUTHORITY.

4.3 The AUTHORITY shall be responsible for remedial actions and any costs incurred as a result of any unpermitted discharge along the AUTHORITY sewer lines.

5. TREATMENT FEE

5.1 AUTHORITY shall pay the CITY a treatment fee based on the actual volume of wastewater discharged into the CITY's Facility. The treatment fee shall be calculated as seventy percent (70%) of the prevailing sewer usage rate of the highest tier set by the AUTHORITY for it's sewer customers provided that said usage rate is greater than or equal to the CITY's residential sewer usage rate. Should the AUTHORITY's sewer usage rate be less than that of the CITY's, the treatment fee shall be calculated as seventy percent (70%) of the CITY's sewer usage rate.. All sewer base fees collected by the CITY on behalf of the AUTHORITY shall not be included in this calculation.

5.2 The Treatment Fee shall apply to all wastewater discharged by the AUTHORITY, including any discharge in excess of the Reserved Capacity.

5.3 Pursuant to that certain Water Sales Agreement, dated December 9, 2020, between the Parties, the CITY currently reads all meters on the AUTHORITY Water System. The CITY shall bill all sewer customers on the AUTHORITY Sewer System served by the AUTHORITY pursuant to this Agreement. Such bills shall be based on the customer's actual monthly water consumption at the prevailing rates established by the AUTHORITY. Such statements shall be separate from any

other statements rendered to the customer for other utility charges by the CITY. Monthly, the CITY shall remit to the AUTHORITY all sums collected from the Customers of the AUTHORITY Sewer System, less deduction for sums payable to the CITY for treatment of such discharge under this Agreement and the CITY's billing and collection services.

6. TERM AND TERMINATION

6.1 This Agreement shall commence on the date of execution and shall remain in effect for an initial term of twenty five (25) years (the "Initial Term"). The Agreement may be renewed for additional terms of ten (10) years upon the mutual written agreement of the Parties.

6.2 After the first five (5) years of this Agreement, either Party may terminate this Agreement early by giving twenty-four (24) months written notice to the other Party; provided however, for all discharge requests previously approved by the CITY, such discharge shall continue to be accepted and treated for a period of not less than five (5) years from the date of the notice unless otherwise agreed to by the AUTHORITY.

6.3 In the event of early termination, AUTHORITY shall pay all outstanding fees and charges owed to the CITY up to the effective date of termination of treatment at the CITY's facility.

6.4 In the event the AUTHORITY, in the future decides not to construct and operate its own wastewater treatment facility, it shall give written notice to the CITY and convey to the CITY the sewer collection lines and related apparatus constituting the AUTHORITY's Wastewater Treatment System, free and clear of any encumbrances thereon. Upon delivery of evidence of the conveyance and/or a deed to property or easements within which said collector lines are installed, the CITY shall continue to operate said system in order not to create a hardship on then-existing customers of the AUTHORITY, with customers to thereafter be billed at CITY rates.

7. MISCELLANEOUS

7.1 **Indemnification**: To the extent allowed by law, each party shall indemnify and hold harmless the other Party, its officials, employees, and agents from and against any claims, damages, or liabilities arising out of such party's actions related to the discharge of wastewater into the CITY's sewer system, except to the extent caused by the gross negligence or willful misconduct of the other Party, its employees or contractors.

7.2 **Amendment**: This Agreement may only be amended or modified by a written agreement executed by both Parties.

7.3 **Governing Law**: This Agreement shall be governed by and construed in accordance with the laws of the State of Georgia.

7.4 **Entire Agreement**: This Agreement represents the entire understanding between the Parties with respect to the subject matter hereof and supersedes all prior negotiations, understandings, or agreements.

IN WITNESS WHEREOF, the Parties hereto have executed this Agreement as of the date set forth below.

Spalding County Water and Sewerage Facilities Authority
By: _____
Name: Wade Cannon
Title: Chairperson
Date: 05/21/25

CITY of Griffin
By: _____
Name: Douglas S. Hollberg, MAYOR
Attest: _____
Name: Jessica W. O'Connor, Secretary

Approved as to form:

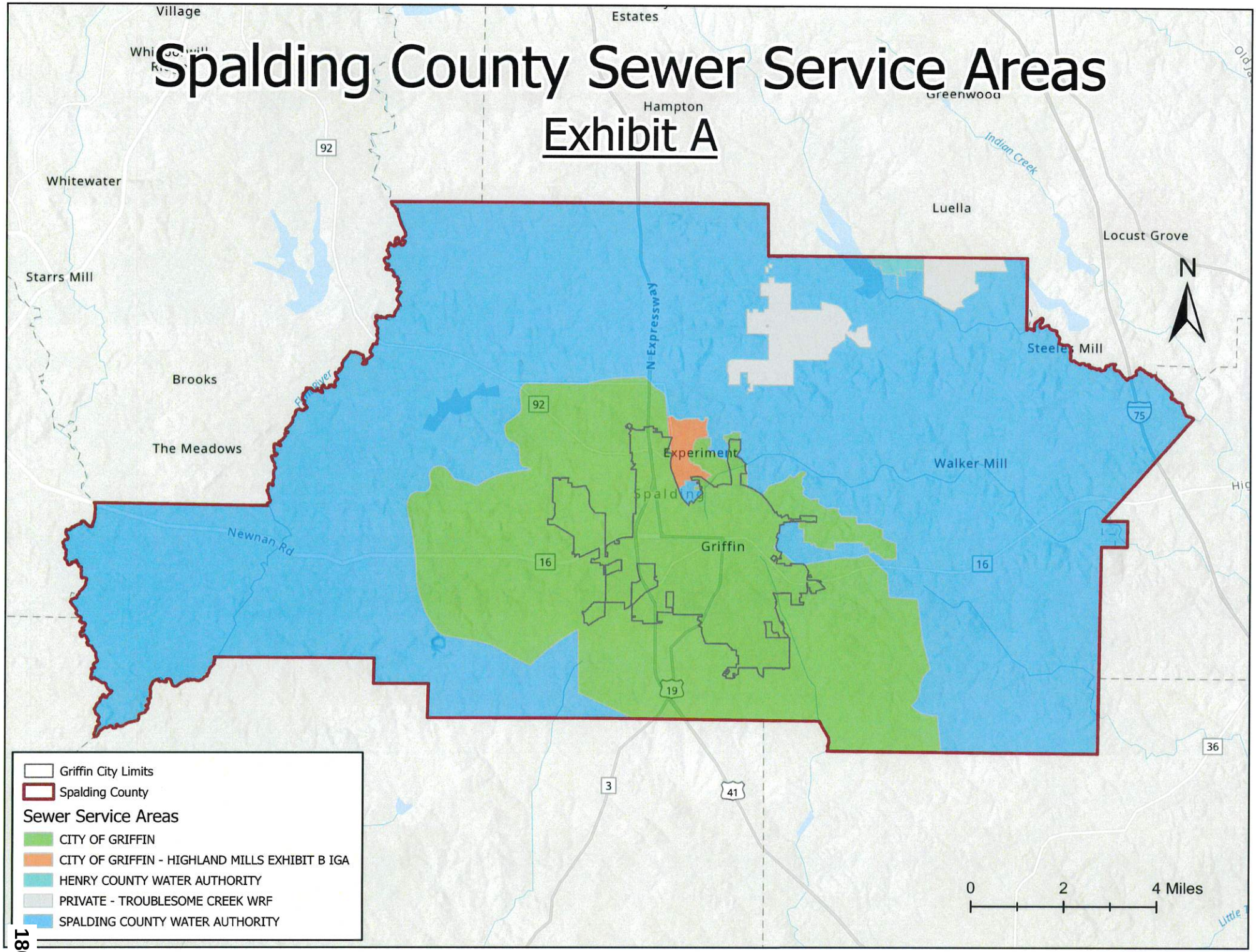
By: _____

Andrew J. Whalen, III, City Attorney

EXHIBIT A

Spalding County Sewer Service Areas

Exhibit A



AGENDA ITEM SUMMARY

ITEM SUMMARY:

Consider, on first reading, amending the Code of Ordinances of the City of Griffin, Chapter 50, Floods, Article III, Provisions for Flood Damage Reduction, Section 50-92. *Director of Stormwater, Jeremy Kenway, will address.*

SPECIAL CONSIDERATIONS OR CONCERNS:

The requirements for building standards within future-conditions floodplain for manufactured homes has been amended by the State of Georgia, and the City of Griffin Floods Ordinance must be updated to state requirements as needed. The manufactured homes standards does not have an impact on City administration; however, updated ordinances are required for the City's National Flood Insurance Program to maintain a Class 6, providing benefits for citizens and flood insurance policy holders within the City.

STAFF RECOMMENDATION:

Staff recommends approval.

FINANCIAL IMPACT:

N/A

Submitted By:
Ariel Blanton

Meeting Date:
27/05/2025

Reviewed By:
Jessica O'Connor

ATTACHMENTS:
Ord 25-004.pdf
Floodplain Red line.pdf

No. 25 – 004

AN ORDINANCE

AN ORDINANCE, AMENDING THE CODE OF GRIFFIN, GEORGIA, AT CHAPTER 50, FLOODS, ARTICLE III, PROVISIONS FOR FLOOD DAMAGE REDUCTION, SECTION 50-92, BUILDING STANDARDS WITHIN FUTURE-CONDITIONS FLOODPLAIN; TO AMEND STANDARDS FOR MANUFACTURED HOMES FOR COMPLIANCE WITH THE COMMUNITY RATING SYSTEM AS PART OF THE NATIONAL FLOOD INSURANCE PROGRAM; TO PROVIDE AN EFFECTIVE DATE; TO REPEAL ALL ORDINANCES AND PARTS OF ORDINANCES IN CONFLICT HEREWITH; AND FOR OTHER PURPOSES.

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

Section 1. The Code of Griffin, Georgia is hereby amended at Chapter 50, FLOODS, Article III, PROVISIONS FOR FLOOD DAMAGE REDUCTION, Sec. 50-92, Building standards within future-conditions floodplain, which shall hereafter read as follows:

"CODE OF GRIFFIN, GEORGIA

CHAPTER 50 – FLOODS

ARTICLE III – PROVISIONS FOR FLOOD DAMAGE REDUCTION

Sec. 50-92. – Building standards within future-conditions floodplain.

(a) *Building standards for structures and buildings within the future-conditions floodplain*. The following provisions, in addition to those in section 50-91, shall apply:

(1) *New construction.* New construction of principal buildings, including manufactured homes shall not be allowed within the limits of the future-conditions floodplain unless all requirements of this chapter have been met. If all of the requirements of this chapter have been met, all new construction shall have the lowest floor, including basement, elevated no lower than three feet above the base flood elevation or one foot above the future-conditions flood elevation, whichever is higher. Should solid foundation perimeter walls be used to elevate the structure, openings sufficient to equalize the hydrologic flood forces on exterior walls and to facilitate the unimpeded movements of floodwaters shall be provided in accordance with standards of section 50-91(e).

(2) *Substantial improvements.* Substantial improvement to any principal structure or manufactured home shall have the lowest floor, including basement, elevated no lower than three feet above the base flood elevation or one foot above the future-conditions flood elevation, whichever is higher. Should solid foundation perimeter walls be used to elevate a structure, openings sufficient to equalize the hydrologic flood forces on exterior walls and to facilitate the unimpeded movements of flood waters shall be provided in accordance with standards of section 50-91(e).

(3) *Accessory structures and facilities.* Accessory structures and facilities (i.e., barns, sheds, gazebos, detached garages, parking lots, recreational facilities and other similar

non-habitable structures and facilities) which are permitted to be located within the limits of the floodplain shall be constructed of flood-resistant materials and designed to pass all floodwater in accordance with section 50-91(e) and be anchored to prevent flotation, collapse or lateral movement of the structure.

(4) *Standards for recreational vehicles.* All recreational vehicles placed or stored on sites within the limits of the future-conditions floodplain must be fully licensed and ready for highway use, on its wheels or jacking system, attached to the site only by quick disconnect type utilities and security devices, and not permanently attached to any structures.

(5) *Standards for manufactured homes.*

(i) New manufactured homes shall not be allowed to be placed within the limits of the future-conditions floodplain unless all requirements of this chapter have been met.

(ii) Manufactured homes placed and/or substantially improved in an existing manufactured home park or subdivision shall be elevated so that:

a. The lowest floor of the manufactured home is elevated no lower than three feet above the level of the base flood elevation, or one foot above the future-conditions flood elevation, whichever is higher; and

b. The manufactured home chassis is elevated and supported by reinforced piers (or other foundation elements of at least an equivalent strength) of no less than 36 inches in height above grade.

(iii) All manufactured homes must be securely anchored to an adequately anchored foundation system to resist flotation, collapse and lateral movement in accordance with standards of section 50-91(g).

(b) *Building standards for structures and buildings authorized adjacent to the future-conditions floodplain.* For purposes of this subsection, structures and buildings to be constructed or existing on a platted lot of record, including a single-family residential lot not part of a platted subdivision, which adjoins or contains, in part, land area within the elevation of the future-conditions floodplain shall be deemed "adjacent" to the future-conditions floodplain. For new construction or substantial improvement to any principal existing building or manufactured home, the elevation of the lowest floor, including basement and access to the building, shall be at least one foot above the base flood elevation or at least as high as the future-conditions flood elevation, whichever is higher.

(c) *Building standards for residential single-lot developments on streams without established base flood elevations and/or floodway (A-Zones).* For a residential single-lot development not part of a platted subdivision that has areas of special flood hazard, where streams exist but no base flood data have been provided (A-Zones), the city manager shall review and reasonably utilize any available scientific or historic flood elevation data, base flood elevation and floodway data, or future-conditions flood elevation data available from a federal, state, local or other source, in order to administer the provisions and standards of this chapter.

If data is not available from any of these sources, the following provisions shall apply:

(1) No encroachments, including structures or fill material, shall be located within an area equal to twice the width of the stream or 50 feet from the top of the bank of the stream, whichever is greater unless certification by a registered professional engineer is provided demonstrating that such encroachment shall not result in more than a one foot increase in flood levels during the occurrence of the base flood discharge.

(2) In special flood hazard areas without base flood or future-conditions flood elevation data, new construction and substantial improvements to existing structures shall have the lowest floor of the lowest enclosed area (including basement and access) elevated no less than three feet above the highest adjacent grade at the building site. Openings sufficient to facilitate the unimpeded movements of floodwaters shall be provided in accordance with section 50-91(e).

(d) *Building standards for areas of shallow flooding (AO-Zones).* Areas of special flood hazard may include designated "AO" shallow flooding areas. These areas have base flood depths of one to three feet above ground, with no clearly defined channel. In these areas the following provisions apply:

(1) All substantial improvements to residential and non-residential structures shall have the lowest floor, including basement, elevated to no lower than one foot above the flood depth number in feet specified on the Flood Insurance Rate Map (FIRM), above the highest adjacent grade. If no flood depth number is specified, the lowest floor, including basement, shall be elevated at least three feet above the highest adjacent grade. Openings sufficient to facilitate the unimpeded movements of flood waters shall be provided in accordance with standards of section 50-91(e).

(2) Drainage paths shall be provided to guide floodwater around and away from any proposed structure.

(e) *Standards for subdivisions.*

(1) All subdivision proposals shall identify the special flood hazard area and provide base flood elevation data and future-conditions flood elevation data;

(2) All residential lots in a subdivision proposal shall have sufficient buildable area outside of the future-conditions floodplain such that encroachments into the future-conditions floodplain for residential structures shall not be required;

(3) All subdivision plans will provide the elevations of proposed structures in accordance with section 50-61(b);

(4) All subdivision proposals shall be consistent with the need to minimize flood damage;

(5) All subdivision proposals shall have public utilities and facilities such as water, sanitary sewer, gas, and electrical systems located and constructed to minimize or eliminate infiltration of flood waters, and discharges from the systems into flood waters; and

(6) All subdivision proposals shall include adequate drainage and stormwater management facilities per the requirements of City of Griffin to reduce potential exposure to flood hazards.

(f) *Standards for critical facilities.*

(1) New critical facilities shall not be located in the 100-year floodplain or the 500-year floodplain.

(2) All ingress and egress from any critical facility must be protected to the 500-year flood elevation.

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

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

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

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

First Reading: May 27, 2025

Second Reading: June 10, 2025

Sec. 50-92. Building standards within future-conditions floodplain.

(a) *Building standards for structures and buildings within the future-conditions floodplain.* The following provisions, in addition to those in section 50-91, shall apply:

(1) *New construction.* New construction of principal buildings, including manufactured homes shall not be allowed within the limits of the future-conditions floodplain unless all requirements of this chapter have been met. If all of the requirements of this chapter have been met, all new construction shall have the lowest floor, including basement, elevated no lower than three feet above the base flood elevation or one foot above the future-conditions flood elevation, whichever is higher. Should solid foundation perimeter walls be used to elevate the structure, openings sufficient to equalize the hydrologic flood forces on exterior walls and to facilitate the unimpeded movements of floodwaters shall be provided in accordance with standards of section 50-91(e).

(2) *Substantial improvements.* Substantial improvement to any principal structure or manufactured home shall have the lowest floor, including basement, elevated no lower than three feet above the base flood elevation or one foot above the future-conditions flood elevation, whichever is higher. Should solid foundation perimeter walls be used to elevate a structure, openings sufficient to equalize the hydrologic flood forces on exterior walls and to facilitate the unimpeded movements of flood waters shall be provided in accordance with standards of section 50-91(e).

(3) *Accessory structures and facilities.* Accessory structures and facilities (i.e., barns, sheds, gazebos, detached garages, parking lots, recreational facilities and other similar non-habitable structures and facilities) which are permitted to be located within the limits of the floodplain shall be constructed of flood-resistant materials and designed to pass all floodwater in accordance with section 50-91(e) and be anchored to prevent flotation, collapse or lateral movement of the structure.

(4) *Standards for recreational vehicles.* All recreational vehicles placed or stored on sites within the limits of the future-conditions floodplain must be fully licensed and ready for highway use, on its wheels or jacking system, attached to the site only by quick disconnect type utilities and security devices, and not permanently attached to any structures.

(5) *Standards for manufactured homes.*

a. New manufactured homes shall not be allowed to be placed within the limits of the future-conditions floodplain unless all requirements of this chapter have been met.

b. Manufactured homes placed and/or substantially improved in an existing manufactured home park or subdivision shall be elevated so that ~~either~~:

(i) The lowest floor of the manufactured home is elevated no lower than three feet above the level of the base flood elevation, or one foot above the future-conditions flood elevation, whichever is higher; and~~or~~

(ii) The manufactured home chassis is elevated and supported by reinforced piers (or other foundation elements of at least an equivalent strength) of no less than 36 inches in height above grade.

c. All manufactured homes must be securely anchored to an adequately anchored foundation system to resist flotation, collapse and lateral movement in accordance with standards of section 50-91(g).

(b) *Building standards for structures and buildings authorized adjacent to the future-conditions floodplain.* For purposes of this subsection, structures and buildings to be constructed or existing on a platted lot of record, including a single-family residential lot not part of a platted subdivision, which adjoins or contains, in part,

land area within the elevation of the future-conditions floodplain shall be deemed "adjacent" to the future-conditions floodplain. For new construction or substantial improvement to any principal existing building or manufactured home, the elevation of the lowest floor, including basement and access to the building, shall be at least one foot above the base flood elevation or at least as high as the future-conditions flood elevation, whichever is higher.

(c) *Building standards for residential single-lot developments on streams without established base flood elevations and/or floodway (A-Zones).* For a residential single-lot development not part of a platted subdivision that has areas of special flood hazard, where streams exist but no base flood data have been provided (A-Zones), the city manager shall review and reasonably utilize any available scientific or historic flood elevation data, base flood elevation and floodway data, or future-conditions flood elevation data available from a federal, state, local or other source, in order to administer the provisions and standards of this chapter.

If data is not available from any of these sources, the following provisions shall apply:

(1) No encroachments, including structures or fill material, shall be located within an area equal to twice the width of the stream or 50 feet from the top of the bank of the stream, whichever is greater unless certification by a registered professional engineer is provided demonstrating that such encroachment shall not result in more than a one foot increase in flood levels during the occurrence of the base flood discharge.

(2) In special flood hazard areas without base flood or future-conditions flood elevation data, new construction and substantial improvements to existing structures shall have the lowest floor of the lowest enclosed area (including basement and access) elevated no less than three feet above the highest adjacent grade at the building site. Openings sufficient to facilitate the unimpeded movements of floodwaters shall be provided in accordance with section 50-91(e).

(d) *Building standards for areas of shallow flooding (AO-Zones).* Areas of special flood hazard may include designated "AO" shallow flooding areas. These areas have base flood depths of one to three feet above ground, with no clearly defined channel. In these areas the following provisions apply:

(1) All substantial improvements to residential and non-residential structures shall have the lowest floor, including basement, elevated to no lower than one foot above the flood depth number in feet specified on the Flood Insurance Rate Map (FIRM), above the highest adjacent grade. If no flood depth number is specified, the lowest floor, including basement, shall be elevated at least three feet above the highest adjacent grade. Openings sufficient to facilitate the unimpeded movements of flood waters shall be provided in accordance with standards of section 50-91(e).

(2) Drainage paths shall be provided to guide floodwater around and away from any proposed structure.

(e) *Standards for subdivisions.*

(1) All subdivision proposals shall identify the special flood hazard area and provide base flood elevation data and future-conditions flood elevation data;

(2) All residential lots in a subdivision proposal shall have sufficient buildable area outside of the future-conditions floodplain such that encroachments into the future-conditions floodplain for residential structures shall not be required;

(3) All subdivision plans will provide the elevations of proposed structures in accordance with section 50-61(b).

(4) All subdivision proposals shall be consistent with the need to minimize flood damage;

(5) All subdivision proposals shall have public utilities and facilities such as water, sanitary sewer, gas, and electrical systems located and constructed to minimize or eliminate infiltration of flood waters, and discharges from the systems into flood waters; and,

(6) All subdivision proposals shall include adequate drainage and stormwater management facilities per the requirements of City of Griffin to reduce potential exposure to flood hazards.

(f) *Standards for critical facilities.*

(1) New critical facilities shall not be located in the 100-year floodplain or the 500-year floodplain.

(2) All ingress and egress from any critical facility must be protected to the 500-year flood elevation.

(Ord. No. 17-07, § 1, 3-28-2017, eff. 4-1-2017)

AGENDA ITEM SUMMARY

ITEM SUMMARY:

Consider a change order for transfer station repairs in the amount of $24,500.00. *Solid Waste Director, Todd Ennis will address.*

SPECIAL CONSIDERATIONS OR CONCERNS:

The change order is necessary due to unforeseen additional repairs that were discovered once the garbage was removed from the support beams and from behind the retention wall on the tipping floor. The original PO for repairs in the amount of $67,130 was approved by the Board of Commissioners during the 3/25/2025 meeting.

STAFF RECOMMENDATION:

Staff recommends approval.

FINANCIAL IMPACT:

The budget amendment appropriates funding by reallocating $24,500.00 for Repair and Maintenance Services in the Transfer Station Division from Capital in the same division.

Submitted By:
Todd Ennis

Meeting Date:
27/05/2025

Reviewed By:
Jessica O'Connor

ATTACHMENTS:
Transfer Station Change Order Budget Amendment FY25.pdf
Original PO Transfer Station Repairs, After Agenda FY25.pdf
CHANGE ORDER PO FOR SW.pdf

RESOLUTION

A RESOLUTION TO AMEND THE FISCAL YEAR 2024-2025 OPERATING & CAPITAL BUDGET IN THE AMOUNT OF $24,500.00

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

WHEREAS, on June 11, 2024, the Board of City Commissioners adopted the Fiscal Year 2024-2025 Operating & Capital Budget; and

WHEREAS, the Board of City Commissioners approve amending the City of Griffin's Solid Waste Fund Fiscal Year 2024-2025 Operating and Capital Budget by reallocating $24,500.00 to Repair & Maintenance Services Expense in the Transfer Station Division for Fiscal Year 2025, for the purpose set forth below; and

BE IT RESOLVED by the Board of City Commissioners this 27th day of May, 2025 that the Fiscal Year 2024-2025 Operating & Capital Budget be, and is hereby, amended in the amount of $24,500.00 as follows:

SOLID WASTE FUND – Transfer Station Division

INCREASE EXPENSE		
540-4531-52-2200-0000	Repair & Maintenance Services	$ 24,500.00
DECREASE EXPENSE		
540-4531-54-2500-0000	Capital Equipment	(24,500.00)

_____

Douglas Hollberg, Mayor

_____

Jessica O'Connor, Secretary

Griffin
Growing TOGETHER

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

DATE: 3/19/25

FY25 Purchase Order No. 25-0379
Bid/Quote No.
Vendor No.

SCANNED 04/15/25

Vendor Name & Address
R&S ENGINEERING, INC
KENNETH ROBINSON
105 BONNIE LANE
FAYETTEVILLE, GA 30215
RANDSENGINEER01@GMAIL.COM
Ph: 404-229-8447 Fax:

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

Deliver to:
City of Griffin
SOLID WASTE
236 EMLET DRIVE
Griffin, GA 30223

ATTN: TODD ENNIS
Phone: 770-229-6421 Fax: 770-229-6627

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

*Terms: Net 30 unless otherwise specified on PO

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

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

- VENDORS HAVE AGREED TO CITY PO TERMS AND CONDITIONS -WRITTEN CONFIRMATION ATTACHED Y/N:

Description	Account Number	Quantity	UOM	Unit Price	Extended Totals
REPAIR TRANSFER STATION BUILDING/SIDING	540 - 4531 - 52 - 2200 - 0000	1	EA	50,750.000	**50,750.00**
CONSTRUCT BARRIER ABOVE TRANSFER STATION WALL	540 - 4531 - 52 - 2200 - 0000	1	EA	16,380.000	**16,380.00**
	- - - -				
	- - - -				
	- - - -				
	- - - -				
	- - - -				
	- - - -				
	- - - -				
	- - - -				
	- - - -				
CAPITAL PROJECT #: BA W/AGENDA ITEM	- - - -	enter debit/credit amounts in			
(DISTRIBUTION & $$) 3.20.2025 ✓	- - - -	the extended totals column			
COMMENTS:			Totals: $	$	67,130.00

FY25 Purchase Order

COG USE ONLY

PRICING METHOD: SOLID WASTE TODD ENNIS 3/19/25

COG USE ONLY VBN 3/20/25

	Verbal / Phone	Dept / Requestor / Date 3/19/2025	Purchasing / Date 5.8.25
X	Email/Mail/Fax	Department Mgr / Date 5/8/25	Finance Director / Date Deborah M Gilbert 3.20.25
	Bid / RFP #	City Manager / Date	BOC Approval 3/25/25 BOARD / Date After Agenda Attached #6
✓	Copy emailed to Supplier		

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.

R&S Engineering, Inc.
105 Bonnie Lane
Fayetteville, GA 30215
(404) 229-8447

3/19/2025

City of Griffin
236 Emlet Drive
Griffin, GA 32224
Attention: Todd Ennis
(678) 603-3852

Proposal

We are pleased to submit this proposal regarding the scope of work described below, which was observed and discussed during our site visits to the City of Griffin (C.O.G.) Transfer Station.

Based Scope of Work

- Remove and replace metal siding to allow cleaning behind the concrete wall. City of Griffin will be responsible for removing compacted debris and excessive rodents.
- Inspect and demo damaged horizontal metal beams (structural purlins).
- Install heavy structural C channels between building columns.
- Install metal purlins for attachment of new siding and structural integrity.
- Install new PBR metal siding and fasteners to closely match existing color.
- Repair damaged downspouts.
- Repair damage J-channel trim around opening at rear of building.
- Provide necessary equipment to access structural framing and exterior metal siding.
- Provide Personal Protection Equipment (PPE) due to the present of large rodents.
- Provide on-site supervision.
- Clean-up and remove all construction debris.

Based scope subtotal cost - $50,750.00

Alternate Scope of Work

- Construct metal/steel barriers above the concrete wall to prevent debris from collecting Behind the wall.
- Clean-up and remove all construction debris.

Alternate scope subtotal cost - $16,380.00

General Conditions

Any additional work beyond the scope identified above will be considered a change order and priced accordingly with the City's approval.

We propose to furnish labor, materials, and equipment to perform and complete the scope of work outlined above. Due to the C.O.G. Transfer Station operational hours, interior work will be restricted to the weekend. Material deliveries, staging and work schedule will be coordinated with the City of Griffin.

Metal Suppliers have guaranteed pricing until 3/29/2025.

Terms
Payment shall be made by the City upon final inspection and submittal of invoice.
Please make all payments to R&S Engineering Inc.

Authorize Signature _____
(Kenneth Robinson)

DATE: _____

ACCEPTANCE OF CONTRACT

The above price, specifications, and conditions are hereby accepted. You are authorized to do all work as specified. Payments will be made as specified above.

ACCEPTED:

SIGNATURE: _____

DATE: _____

We appreciate the opportunity from the City of Griffin.

Griffin
Growing TOGETHER

JUSTIFICATION – RECOMMENDATION TO PURCHASE

TYPE OF PURCHASE (BID#/QUOTE#/PO): QUOTE

DATE (BID OPEN OR DATE SUBMITTED): 3/19/2024

TITLE OR DESCRIPTION: Transfer Station repair

RECOMMENDED SUPPLIER

COMPANY NAME: R&S Engineering Inc

CITY, STATE: Fayetteville GA 30215

AWARD/PO AMOUNT: 67,130.00

The recommended supplier for this purchase is not the lowest bid/quote submission or the only quote submitted. The justification to consider accepting this supplier is below:

JUSTIFICATION FOR THE SELECTION OF ONLY SUBMITTED QUOTE OR OTHER THAN LOWEST RESPONSIVE BID:

Quote #1. R&S Engineering Inc provided quote for $67,130.00 to perform repair work at the
the transfer station.
Quote #2. New Hope Contracting was contacted on March 13 and 17 for a quote which
has not been receieved as of 03/19/2024 770-624-4198
4-H Roofing was contacted on 3/17/2024 but wanted City of Griffin to purchase the
materials to do the repairs due cost of materials. 404-844-8552
Justification Statement:
R&S Engineering was the only company to provide a quote to perform the job of repairing the transfer
station at the current prices.

RESOLUTION

A RESOLUTION TO AMEND THE FISCAL YEAR 2024-2025 OPERATING & CAPITAL BUDGET IN THE AMOUNT OF $67,130.00

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

WHEREAS, on June 11, 2024, the Board of City Commissioners adopted the Fiscal Year 2024-2025 Operating & Capital Budget; and

WHEREAS, the Board of City Commissioners approve amending the City of Griffin's Solid Waste Fund Fiscal Year 2024-2025 Operating and Capital Budget by reallocating $67,130.00 to Repair & Maintenance Services Expense in the Transfer Station Division for Fiscal Year 2025, for the purpose set forth below; and

BE IT RESOLVED by the Board of City Commissioners this 25th day of March, 2025 that the Fiscal Year 2024-2025 Operating & Capital Budget be, and is hereby, amended in the amount of $67,130.00 as follows:

SOLID WASTE FUND – Transfer Station Division

INCREASE EXPENSE		
540-4531-52-2200-0000	Repair & Maintenance Services	$ 67,130.00
DECREASE EXPENSE		
540-4531-53-1270-0000	Gasoline & Diesel Fuel	67,130.00

_____

Douglas Hollberg, Mayor

_____

Jessica O'Connor, Secretary

AFTER AGENDA
REGULAR SCHEDULED MEETING
CITY OF GRIFFIN BOARD OF COMMISSIONERS
March 25, 2025
W. ELMER GEORGE MUNICIPAL HALL
6:00 PM

Mayor Doug Hollberg presided, convening the meeting at 6:00 p.m. Commissioners attending included Cynthia Ward, Rose Curtis, Holly Murray, 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.

Call to order by Mayor Hollberg

Pledge of Allegiance

Commissioner Wright led the Pledge of Allegiance.

Invocation

Commissioner Tinsley offered the Invocation.

Approval of Agenda

Motion/second to approve the Agenda by Commissioners Ward/Murray 7-0.

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.

There were no citizen comments.

CONSENT AGENDA

1. Consider the purchase of miscellaneous electric inventory materials in the amount of $105,423.00 from Gresco Utility Supply Co., sole source. *Electric Director, Jennifer Freeman, will address.*
2. Consider a contract with New Hope Contracting, lowest quote, in the amount of $30,299.65 for the replacement of 10 windows at the Welcome Center. *Public Works Director, Mariza Eller, will address.*
3. Consider declaring as surplus the attached lists of firearms by the Griffin Police Department. *Captain Kaylen Krueger Hayes will address.*

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

REGULAR AGENDA

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

4. Consider the minutes of the City of Griffin Board of Commissioners' Regular Meeting on March 11, 2025.

Motion/second to approve the minutes of the City of Griffin Board of Commissioners' Regular Meeting on March 11, 2025 by Commissioners Murray/Ward carried 6-0-1. Commissioner Curtis abstained as she did not attend the meeting.

5. Consider a contract with Historical Photography and Inventory as part of the Hazard Mitigation Grant with Edwards-Pitman, the only responsive quote, in the amount of $14,195.44 for the Water/Waste Water Department, and amend the budget accordingly. *Fire Chief John Hamilton will address.*

   Motion/second to approve a contract with Historical Photography and Inventory as part of the Hazard Mitigation Grant with Edwards-Pitman, the only responsive quote, in the amount of $14,195.44 for the Water/Waste Water Department, and amend the budget accordingly by Commissioners Murray/Ward carried 7-0.

6. Consider an agreement for the repair of the transfer station building by R&S Engineering, Inc., most responsive quote, in the amount of $67,130.00, and amend the budget accordingly. *Director of Solid Waste, Todd Ennis will address.*

   Motion/second to approve an agreement for the repair of the transfer station building by R&S Engineering, Inc., most responsive quote, in the amount of $67,130.00, and amend the budget accordingly by Commissioners Murray/Ward carried 7-0.

7. Consider the acceptance of the EPD Scrap Tire Abatement Reimbursement (STAR) Grant up to the amount of $18,548.00 for the purpose of collecting tires during the Griffin Gives Back Community Clean Up Series, and amend the budget accordingly. *Staff Attorney, Kelsey Carden, will address.*

   Motion/second to approve the acceptance of the EPD Scrap Tire Abatement Reimbursement (STAR) Grant up to the amount of $18,548.00 for the purpose of collecting tires during the Griffin Gives Back Community Clean Up Series, and amend the budget accordingly by Commissioners Murray/Ward carried 7-0.

8. Consider a resolution adopting revisions to the City of Griffin Police Department organizational chart. *Chief of Police, Connie Sampson, will address.*

   Motion/second to approve a resolution adopting revisions to the City of Griffin Police Department organizational chart by Commissioners Ward/Wright carried 7-0.

9. Consider Notice of Intent Not to Renew the Agreement and Multi-Year Lease Addendum with Great America Financial Services Corporation, dated May 25, 2021, and associated supplements with Sharp Electronics Corporation through its Sharp Business Systems Division. *Staff Attorney, Kelsey Carden will address.*

   Motion/second to approve Notice of Intent Not to Renew the Agreement and Multi-Year Lease Addendum with Great America Financial Services Corporation, dated May 25, 2021, and associated supplements with Sharp Electronics Corporation through its Sharp Business Systems Division by Commissioners Tinsley/Murray carried 7-0.

10. Consider a claim for wrongful death of Marjorie Krystal Evans Mallory, by her surviving children, Precious Raquel Evans-Mallory and Talynn Selena Spear, based on Ante Litem Notice received March 5, 2025. *City Attorney Drew Whalen will address.*

    Motion/second to deny a claim for wrongful death of Marjorie Krystal Evans Mallory, by her surviving children, Precious Raquel Evans-Mallory and Talynn Selena Spear, based on Ante Litem Notice received March 5, 2025 by Commissioners Murray/Ward carried 7-0.

11. Consider, on first reading, an ordinance amending Sec. 2-32, Compensation of Commissioners.
City Manager, Jessica O'Connor will present.

Motion/second to approve on first reading, an ordinance amending Sec. 2-32, Compensation of Commissioners by Commissioners Murray/Wright carried 7-0.

12. Commissioners to appoint one member to the Historic Preservation Commission for a term set to expire 12/31/25 to succeed Drew Payne who resigned on February 25, 2025.
Commissioner Tinsley nominated Curtis Platte.
Motion/second to close nominations by Commissioners Ward/Murray carried 7-0.
Appointed: Curtis Platte

13. Consider authorizing travel for Commissioner Truman Tinsley and Commissioner Holly Murray to attend the 2025 GMA Spring Training South in Dublin, GA on April 24-25, 2025.

Motion/second to authorize travel for Commissioner Truman Tinsley and Commissioner Holly Murray to attend the 2025 GMA Spring Training South in Dublin, GA on April 24-25, 2025 by Murray/Ward carried 7-0.

14. Consider authorizing travel for Mayor Doug Hollberg to attend the 2025 GMA Legislative Policy Council meeting in Madison, Georgia, April 30-May 1, 2025.

Motion/second to authorize travel for Mayor Doug Hollberg to attend the 2025 GMA Legislative Policy Council meeting in Madison, Georgia, April 30-May 1, 2025 by Commissioners Murray/Ward carried 7-0.

CITY MANAGER'S REPORT

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

1. Ms. O'Connor stated that Staff discussed the Solid Waste ordinance change and determined it will present those changes as two separate amendments. The first will be for yard waste and residential. Staff will bring recycling and commercial at a later time.
2. Ms. O'Connor stated the April workshop will include the chicken ordinance and the alcohol ordinance update.
3. There is a copy of the bio currently published on the website in your packet. If you would like to have it updated, please get changes to Staff.
4. Staff will conduct alcohol town hall meetings on April 9, 10 and 11. Copies of the proposed ordinance will be distributed to businesses next week for review before the town hall meetings.
5. Please RSVP by April 4 for the MEAG dinner and golf during MEAG's offsite Board meeting in Griffin April 16-17, 2025.
6. The Downtown Meet Up is April 29 from 10 a.m. to 2 p.m.
7. Brightmoor has invited all for an anniversary celebration on April 1. There is an invitation in your packet.

CITY ATTORNEY COMMENTS

No comment.

CITY 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: No comment.

Wright: No comment.

Tinsley: No comment.

McCord: No comment.

Hollberg: This Sunday is the Iris City Music and Food Festival. Tables for eight are available for is $125.00.

ADJOURN

Motion/second to adjourn at 6:10 p.m. by Commissioners Murray/Wright carried 7-0.

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

DATE: 5/19/25

FY25 Purchase Order No. _____
Bid/Quote No. _____
Vendor No. _____

Vendor Name & Address
R&S Engineering
Kenneth Robinson
105 Bonnie Lane
Fayetteville,GA 30215
randsenineering01@gmail.com
Ph: 404-229-8447 Fax:

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

Deliver to:
City of Griffin
Transfer Station
1515 Industrial Drive
Griffin, GA 30224

ATTN: Todd Ennis
Phone: 678-603-3852 Fax: _____

Freight is FOB Destination Deliveries are accepted between the hours of 8:00 a.m. and 4 p.m.	Submit APPROVED packing slips to Accounts Payable. Highlight PO# & account distribution. Note any changes or additional accounts.
*Terms: Net 30 unless otherwise specified on PO	

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

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

Description	Account Number	Quantity	UOM	Unit Price	Extended Totals
Change Order Repair for Transfer Station ✓	540 - 4531 - 52 - 2200 - 0000	1	EA	24,500.000	24,500.00
	- - - -				
5-21-2025	- - - -				
	- - - -				
	- - - -				
	- - - -				
	- - - -				
	- - - -				
	- - - -				
	- - - -				
	- - - -				
	- - - -				
	- - - -				
CAPITAL PROJECT #: BA W/AGENDA ITEM	- - - -	*enter debit/credit amounts in*			
(DISTRIBUTION & $$)	- - - -	*the extended totals column*			

COMMENTS: _____ **Totals: $** **$ 24,500.00**

FY25 Purchase Order

COG USE ONLY ⬇ **COG USE ONLY** ⬇

PRICING METHOD: Solid Waste/Todd Ennis/5/19/2025

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

Copy emailed to Supplier
Supplier Notified

Dept / Requestor / Date
Todd Ennis 5/19/2025 ABC 5/21/25

Purchasing / Date
Deborah M Gilbert 5.21.25

Department Mgr / Date

Finance Director / Date

City Manager / Date

BOARD / Date

TERMS AND CONDITIONS OF PO / CONTRACT

ARTICLE 1 PURCHASE ORDER AUTHORIZATION

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

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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.

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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.

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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.

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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.

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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.

R&S Engineering, Inc.
105 Bonnie Lane
Fayetteville, GA 30215
(404) 229-8447

5/03/2025

City of Griffin
236 Emlet Drive
Griffin, GA 32224
Attention: Todd Ennis
(678) 603-3852

Change Order Proposal

We are pleased to submit this change order proposal regarding the scope of work described below, which was observed, required and recommended to complete the renovation and repairs for the City of Griffin (C.O.G.) Transfer Station.

Change Order Scope of Work

- Repair damaged metal around door opening and align wall prior to installing siding.
- Install metal siding on new sloped barrier wall at interior of building.
- Frame and install heavy duty panels on the rear wall and railings to protect metal siding.
- Install 6" bollards near door opening and paint safety yellow.
- Repair fiberglass panels/skylights damaged by metal siding.
- Repair broken stairs and mezzanine support columns.
- Replace damaged wire rope and hardware to create cross tension support for columns.
- Prime and install vertical support between new structural purlin.
- Repair downspout damaged and identified after commencement of project.
- Repair siding damaged and identified after commencement of project.
- Equipment rental
- Provide on-site supervision.
- Clean-up and remove all construction debris.

Change Order Total Cost - $24,500.00

General Conditions

Any additional work beyond the scope identified above will be considered a change order and priced accordingly with the City's approval.

We propose to furnish labor, materials, and equipment to perform and complete the scope of work outlined above. Due to the C.O.G. Transfer Station operational hours, interior work will be restricted to the weekend. Material deliveries, staging and work schedule will be coordinated with the City of Griffin.

Terms

Payment shall be made by the City upon final inspection and submittal of invoice.
Please make all payments to R&S Engineering Inc.

Authorize Signature Kenneth Robinson
(Kenneth Robinson)

DATE: 5/07/2025

ACCEPTANCE OF CONTRACT

The above price, specifications, and conditions are hereby accepted. You are authorized to do all work as specified. Payments will be made as specified above.

ACCEPTED:

SIGNATURE: _____

DATE: _____

We appreciate the opportunity from the City of Griffin.

RESOLUTION

A RESOLUTION TO AMEND THE FISCAL YEAR 2024-2025 OPERATING & CAPITAL BUDGET IN THE AMOUNT OF $24,500.00

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

WHEREAS, on June 11, 2024, the Board of City Commissioners adopted the Fiscal Year 2024-2025 Operating & Capital Budget; and

WHEREAS, the Board of City Commissioners approve amending the City of Griffin's Solid Waste Fund Fiscal Year 2024-2025 Operating and Capital Budget by reallocating $24,500.00 to Repair & Maintenance Services Expense in the Transfer Station Division for Fiscal Year 2025, for the purpose set forth below; and

BE IT RESOLVED by the Board of City Commissioners this 27th day of May, 2025 that the Fiscal Year 2024-2025 Operating & Capital Budget be, and is hereby, amended in the amount of $24,500.00 as follows:

SOLID WASTE FUND – Transfer Station Division

INCREASE EXPENSE		
540-4531-52-2200-0000	Repair & Maintenance Services	$ 24,500.00
DECREASE EXPENSE		
540-4531-54-2500-0000	Capital Equipment	(24,500.00)

_____

Douglas Hollberg, Mayor

_____

Jessica O'Connor, Secretary

AGENDA ITEM SUMMARY

ITEM SUMMARY:

Consider a purchase agreement between the City of Griffin and Wesco Distribution, Inc. in an amount not to exceed $250,000.00 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 Wesco Distribution, Inc. for electric material necessary to maintain and repair the electric system, in an amount not to exceed $250,000 for the period of May 13, 2025 through May 12, 2026. This agreement will void having to bring individual PO's for Wesco 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:
27/05/2025

Reviewed By:
Jessica O'Connor

ATTACHMENTS:
PURCHASE AGREEMENT CITY OF GRIFFIN AND WESCO BOC-5-27-25.pdf

PURCHASE AGREEMENT BETWEEN
CITY OF GRIFFIN & WESCO DISTRIBUTION, INC.

Wesco Purchase Agreement No. 5-25 || Not to Exceed $250,000.00

This Purchase Agreement (hereinafter, "Agreement"), effective May 13, 2025, by and between **CITY OF GRIFFIN, GA,** a Georgia municipal corporation located in Spalding County (hereinafter, "City") and **WESCO DISTRIBUTION, INC.** (hereinafter "Wesco" or "Contractor") (hereinafter, collectively, "Parties") provides as follows:

WHEREAS, the City regularly purchases parts and materials from Wesco 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 May 13, 2025 and ending on May 12, 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 Wesco. 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 Two Hundred Fifty Thousand Dollars ($250,000.00) 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 Wesco for purchasing parts, equipment, or other items or to prioritize Wesco when considering purchases. Likewise, nothing herein shall be interpreted to obligate Wesco to sell parts to the City. Further, nothing herein shall be interpreted as circumventing the City's purchasing policies or State law, including obligations to obtain quotes or bids where required.

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)

WESCO DISTRIBUTION, INC.

By: _____
David Hicks

Title: Sr. Sales Director

Date: 5/7/25

Approved as to Form:

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

TERMS & CONDITIONS – WESCO DISTRIBUTION, INC.

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 unless in writing signed by both parties.

ARTICLE 4 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 5 WARRANTIES

The Seller warrants that the products it distributes are new and free from liens and other encumbrances. Because Seller is a distributor of products manufactured by other entities, Seller disclaims and excludes warranties that products are free from defects in design, materials or workmanship, that the products are in accordance with specifications, drawings, plans, instructions, or samples, and all other express or implied warranties, including but not limited to the implied warranties of merchantability and fitness for a particular purpose; provided, however, Seller will pass through to the City all manufacturer/supplier warranties and will use commercially reasonable efforts to assist the City in obtaining the benefits of those warranties.

ARTICLE 6 REMEDIES

The Parties expressly agree that transactions made pursuant to this Purchase Agreement shall not be subject to application of the Uniform Commercial Code (UCC). Repair, replacement, and refund shall be the City's exclusive remedy for the delivery of non-conforming products.

ARTICLE 7 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 8 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 the Parties.

ARTICLE 9 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 10 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.

ARTICLE 11 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 12 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 13 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.

ARTICLE 14 QUALITY GUARANTEE

Seller will pass through to the City all manufacturer/supplier warranties and will use commercially reasonable efforts to assist the City in obtaining the benefits of those warranties.

ARTICLE 15 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.

TERMS & CONDITIONS – WESCO DISTRIBUTION, INC

ARTICLE 16 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.

ARTICLE 17 LIMITATION OF LIABILITY

To the extent permitted by law, Seller's liability shall be subject to the following limits: (a) Seller shall not be subject to liability for consequential, incidental, indirect, liquidated, and punitive damages; and (b) Seller's liability on any claim, regardless of legal theory (including negligence) shall not exceed 2x the value of the product or service giving rise to the claim; provided, however, in the event of a claim covered by Seller' insurance or claims arising out of Seller's gross negligence, reckless misconduct, and fraud Seller's liability cap shall not apply.

EXHIBIT B - SCOPE OF AGREEMENT

Number	Name
01-005	5/8 X 12' MACHINE BOLTS
01-006	5/8" X 14" MACHINE BOLT
02-002	LARGE CU DEADEND SHOE
04-007	C7 LARGE COVERUP
04-007	C7 LARGE COVERUP
04-017	WR1010
04-017	WR1010
04-019	WR379
04-035	4/0 2/0-2 1/0 Cu connector 308-82
04-035	4/0 2/0-2 1/0 Cu connector 308-82
05-011-01	3-Phase T-Bracket
06-002-01	REGULAR 100 AMP CUT-OUT (POLYMER)
06-002-01	REGULAR 100 AMP CUT-OUT (POLYMER)
06-002-01	REGULAR 100 AMP CUT-OUT (POLYMER)
06-004-01	Loadbreak Cut-Out 100AMP, Polymer
08-001	GROUND ROD, 5/8" X 8'
08-002	CLAMP, GROUND ROD, FOR 5/8" ROD
08-003	TANK GROUNDING LUG
09-015	GUARD, GUY, YELLOW POLY, FULL ROUND, 8'X1-1/4", NO PIGTAIL
09-021	12 - foot guy stick
12-033	#2 ACSR Side Tie F Neck
14-004	#4 SOL AUTOMATIC SLEEVE
14-004	#4 SOL AUTOMATIC SLEEVE
17-003	1/0 - 1/0 ACSR NEUTRAL SPLICE
17-009	#2-#2 Insulink
17-009	#2-#2 Insulink
19-011	#2 Triplex - Cockle reduced neutral
19-013	4/0 TRIPLEX, CERAPUS/VIP, OH
19-013	4/0 TRIPLEX, CERAPUS/VIP, OH
19-015	4/0 QUAD, APPALOOSA, OH
19-017	COPPER TIE WIRE #6 (315' PER REEL)
19-017	COPPER TIE WIRE #6 (315' PER REEL)
19-017	COPPER TIE WIRE #6 (315' PER REEL)
19-017	COPPER TIE WIRE #6 (315' PER REEL)
20-001	2" RISER GUARD
20-002	PADMOUNT TRANSFORMER BUSHING INSERT, 25KV
20-030	ELBOW SURGE ARRESTER, 25KV
90-001	200:5 CT OVERHEAD JAK-O
90-062	200A 7-TERMINAL METERBASE (3-PHASE)
90-066	10/20A 13-TERMINAL METERBASE
S590503	12S Meters
S590504	FORM 2S (CLASS CL320)
S590505	FORM 15/16S (CLASS CL200)
N/A	OTHER MISC OH/UD HARDWARE

	NOT TO EXCEED	**$ 250,000.00**

AGENDA ITEM SUMMARY

ITEM SUMMARY:

Consider a Declaration of Excess Power and enter into Power Sales Agreement for excess power sale consisting of 3.961 MW for a term of 4 years, beginning January 1, 2026, through MEAG Power to the City of Robertsdale, Alabama. *Electric Director, Jennifer Freeman will address.*

SPECIAL CONSIDERATIONS OR CONCERNS:

The contract is a continuation of a Power Sales Agreement already in place through MEAG Power with the City of Robertsdale, Alabama. The current contract is set to expire at the end of 2025. Robertsdale is still in need of excess power, and the renewal will be for 3.961 MW.

STAFF RECOMMENDATION:

Staff recommends approval.

FINANCIAL IMPACT:

The proceeds from the sale will be credited within the MEAG Power bill for calendar year starting in 2026.

Submitted By:
Jennifer Freeman

Meeting Date:
27/05/2025

Reviewed By:
Jessica O'Connor

ATTACHMENTS:
City of Griffin and Robersdale Sale of Excess Power Contract Extension BOC 5-27-25 signed by AJW.pdf

City of Griffin Electric Department, Jennifer Freeman
Griffin Power | 1010 N. Hill Street, Griffin | Griffin, GA 30223
P 770.229.6406 W cityofgriffin.com

Municipal Electric Authority of Georgia
1470 Riveredge Parkway, NW
Atlanta GA 30328
Attn: James E. Fuller
President and Chief Executive Officer

Re: Declaration of Excess Power Pursuant to Section 312 of the Project One Power Sales Contract

Dear Jim:

Pursuant to Section 312 of the Project One Power Sales Contract between the City of Griffin (the "City") and the Municipal Electric Authority of Georgia ("MEAG Power"), the City hereby notifies MEAG Power that 3.961 MWs of its Entitlement Share of the output and services of the generating facilities of the Project (the "Declared Excess Amount") is excess to the City's requirements for the period of time set forth on Schedule 1 hereto (the "Term"). Capitalized terms used herein but not otherwise defined shall have the meanings provided therefore in the Project One Power Sales Contract.

The City hereby requests that MEAG Power sell and transfer all or any portion of the Declared Excess Amount to the City of Robertsdale Alabama ("Robertsdale") for the Term at the prices set forth on Schedule 1 hereto (the "Price") subject to any additional terms set forth on Schedule 1 hereto. The City hereby understands and acknowledges that:

1. MEAG Power will allocate to each subscribing Participant a share of the transaction and will hereinafter be referred to as the Sales Amount as set forth on Schedule I.

2. The sale and transfer of the Declared Excess Amount, or any portion thereof, shall not reduce the City's Entitlement Share of output and services under the Power Sales Contract and the City shall remain liable to MEAG Power for its entire Entitlement Share.

3. All payments received by MEAG Power from Robertsdale for any portion of the Sale Amount pursuant to any sales contemplated by this letter shall be credited to City's obligation to MEAG Power to pay for its Entitlement Share.

4. MEAG Power shall treat that portion of the Sale Amount sold on behalf of City as the purchaser's resource from delivery at level B-1.

5. The City shall be obligated for all costs incurred by MEAG Power as a direct result of the transaction request pursuant to this letter.

Attest: **City of Griffin**

_____ By: _____
City Clerk
Mayor

[SEAL]

Approved as to form:

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

Attest: **Municipal Electric Authority of Georgia**

_____ By:_____
Asst. Secretary-Treasurer James E. Fuller
President and CEO

[SEAL]

City of Griffin Electric Department, Jennifer Freeman
Griffin Power | 1010 N. Hill Street, Griffin | Griffin, GA 30223
P 770.229.6406 W cityofgriffin.com

Schedule 1

Product:	Project 1 Capacity, Output and Services
Sale Amount:	15.844% of City of Robertsdale load net of SEPA energy up to a maximum of 3.961 MWs in each hour
Pricing:	$65.00/MWh
Excess Capacity:	If the quantity of MWs provided by the City exceeds 3.961 MWs in any hour the City will be compensated $24.00 per KW-year for that excess capacity for the year. The associated energy for this excess capacity will be priced at the contract price.
Term:	The Sale Amount is excess to the Participant's requirements for the period beginning at 0000 hours on January 1, 2026 and end at 2400 hours on December 31, 2030. All time references herein shall be Central Prevailing Time.
Delivery Point:	The Product shall be delivered to the Buyer at the high side of the MEAG generator transformer
Transmission:	Seller shall be responsible for reserving and purchasing firm transmission and ancillary services to affect the delivery and sale of the Product to Buyer at the Delivery Point.

AGENDA ITEM SUMMARY

ITEM SUMMARY:

Consider a resolution adopting updated Telecommunications rates for fiber internet and phone service based on a competitive cost analysis for the Griffin market for phone and internet services. *Telecommunications Manager, Chris Sprayberry, will address*.

SPECIAL CONSIDERATIONS OR CONCERNS:

The additional internet rates and service tiers will give Large Industrial/Enterprise class customers more choices and flexibility, and allow them to select the service tier that best suits their needs and budget.

STAFF RECOMMENDATION:

Staff recommends approval.

FINANCIAL IMPACT:

The updated rates will allow Griffin to be more competitive in the ever changing Telecommunications market, and the lower costs to the consumer will help make additional sales.

Submitted By:
Chris Sprayberry

Meeting Date:
27/05/2025

Reviewed By:
Jessica O'Connor

ATTACHMENTS:
Fiber Rates 2025 5-19-25.pdf
FINAL - Resolution Telecoms Rates - 250-500 Mbps for Large-Industrial Customers 5.27.25.pdf

EXHIBIT A

Effective 5/28/2025

Residential and Small Business

	Description	Residential	Small Business (less than 10 FTE with computers) Cost
Internet Rates	Internet 1 - 100 Mbps Fiber Internet	$40.00	$65.00
	Internet 2 - 1000 Mbps Fiber Internet	$80.00	$145.00
	Internet 3 - 2000 Mbps Fiber Internet	$100.00	$170.00

Large or Industrial

	Description	Large or Industrial (10 or more FTE w/ Computers)
Internet Rates	Internet 1 - 100 Mbps Fiber Internet	$400.00 + custom installation costs
	Internet 2 - 250 Mbps Fiber Internet	$550.00 + custom installation costs
	Internet 3 - 500 Mbps Fiber Internet	$700.00 + custom installation costs
	Internet 4 - 1000 Mbps Fiber Internet	$900.00 + custom installation costs
	Internet 5 - 2000 Mbps Fiber Internet	$1400.00 + custom installation costs

	Description	Residential	Small Business (less than 10 FTE with computers) Cost	Large or Industrial (10 or more FTE w/ Computers)
Internet Rates	Managed Wi-Fi w/ (APP)	$10.00	$10.00	$10.00
	Wi-Fi Extender	$5.00	$5.00	$10.00
	Enterprise Dark Fiber or service or custom solution	Not Available	Not Available	Negotiated
	Static IP	$15.00	$15.00	$15.00
	Point to point lit services (private network) 50Mbps up and down	Not Available	Not Available	$335.00
	Point to point lit services (private network) 500Mbps up and down	Not Available	Not Available	$650.00
	Point to point lit services (private network) 1000Mbs up and down	Not Available	Not Available	$950.00
	Point to point lit services (private network) with 3rd party interconnect	Not Available	Not Available	Negotiated based on third party network costs, speed and cost
	Install charge w/o existing pathway	$100.00	$200.00	custom installation
	Central Panel install	$250.00	$250.00	custom installation
	Cat 5e/6 cable install	$100.00/per drop up to 100' + $0.50/per foot after 100		
	Customer side Call out charge	$75.00 (1 no charge per 12 months of service)		
	Equipment damage	Replacement cost of device + call out fee		
Phone - Ascend	Phone POTS + LD	$35.00	$35.00	$35.00
	Contact Center Pro Agent Activation		$120.00	$120.00
	Contact Center Elite License		$135.00	$135.00
	Contact Center Elite Agent Activation		$190.00	$190.00
	Auto Attendant (additional)		$15.00	$15.00
	Hunt Group (additional)		$10.00	$10.00
	Voicemail box (additional)		$7.00	$7.00
	WebFax (additional)		$15.00	$15.00
	Resource Line (pay per use)		$30.00	$30.00
	Resource Line (500 min)		$30.00	$30.00
	Fax Line (pay per use)		$27.00	$27.00
	Fax Line		$30.00	$30.00

	Ascend IPN - Essentials		$30.00	$30.00
	Ascend IPN - Pro		$32.00	$32.00
	Ascend IPN - Enterprise		$35.00	$35.00
	Ascend Basic		$22.00	$22.00
	Ascend IPN - Express		$20.00	$20.00
	Ascend IPN for Teams Advanced		$36.00	$36.00
	Ascend IPN - for Teams		$30.00	$30.00
Phone Metaswitch	Sip Talk Path - Inbound Call Path, all phones can dial out	Not Available	$ 15.00	$12.00
	Basic Phone License - All Class Features Does not include Voicemail or Comm Portal Desktop app, can use Comm Portal Web	Not Available	$ 8.00	$6.00
	Advanced Call License - All features including Voicemail and Desktop APP, deduct $0.50 per phone if using Comm Portal web instead of desktop app.	Not Available	$ 12.00	$9.50
	Call Record License - Call recording capabilities	Not Available	$ 15.00	$15.00
	DID - Phone number fee per number ported	Not Available	$ 3.00	$1.50
	Unlimited LD - Unlimited LD lower 48, excludes international.	Not Available	$ 5.00	Flat rate based on usage requirements
	IVR Auto Attendant - Auto Attendants / IVR Function bill per tree meaning each tree can have several menus.	Not Available	$ 20.00	$15.00
	Ala carte Voicemail Ala carte Voicemail, for Auto Attendants	Not Available	$ 5.00	$3.00

No. 25 –

A RESOLUTION

A RESOLUTION BY THE BOARD OF COMMISSIONERS OF THE CITY OF GRIFFIN, GEORGIA, REVISING THE RATE SCHEDULE FOR TELEPHONE AND INTERNET SERVICES PROVIDED BY THE CITY'S TELECOMMUNICATIONS DIVISION TO ADD 250 MBPS AND 500 MBPS RATE OPTIONS FOR LARGE AND INDUSTRIAL CUSTOMERS; PROVIDING FOR PUBLICATION OF THE REVISED RATE SCHEDULE; PROVIDING FOR THE EFFECTIVE DATE; AND FOR OTHER PURPOSES.

WHEREAS, Sec. 74-36(c), Code of Griffin, provides that "[r]ates, fees, and charges shall be established by resolution of the board of commissioners, provided all rates shall be uniform for the same class of service; and revised by resolution as from time to time required. All rates, fees and charges shall be set forth in a schedule on file in the office of the city manager and available for public inspection and copying."

WHEREAS, the Chief Technology Officer has conducted research on costs of services provided by the telecommunications division and a comparison to the rates, fees, and charges in effect by other provides in this area of Georgia;

WHEREAS, the Board, after due consideration, finds the recommendation reasonable and justified based on cost of service;

NOW, THEREFORE, BE IT RESOLVED, that fees, rates and charges for the City of Griffin telecommunications services be established, effective May 28, 2025, as provided in Exhibit "A" attached hereto. A revised rate schedule shall be published and remain on file in the Office of the City Manager and within the IT Department for public inspection and copying.

SO RESOLVED, this 27th day of May, 2025.

_____
Douglas S. Hollberg, Mayor

ATTEST:

_____
Jessica W. O'Connor, Secretary

EXHIBIT A

Effective 5/28/2025

Residential and Small Business

	Description	Residential	Small Business (less than 10 FTE with computers) Cost
Internet Rates	**Internet 1 - 100 Mbps Fiber Internet**	$40.00	$65.00
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Large or Industrial

	Description	Large or Industrial (10 or more FTE w/ Computers)
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	Internet 4 - 1000 Mbps Fiber Internet	$900.00 + custom installation costs
	Internet 5 - 2000 Mbps Fiber Internet	$1400.00 + custom installation costs

	Description	Residential	Small Business (less than 10 FTE with computers) Cost	Large or Industrial (10 or more FTE w/ Computers)
Internet Rates	Managed Wi-Fi w/ (APP)	$10.00	$10.00	$10.00
	Wi-Fi Extender	$5.00	$5.00	$10.00
	Enterprise Dark Fiber or service or custom solution	Not Available	Not Available	Negotiated
	Static IP	$15.00	$15.00	$15.00
	Point to point lit services (private network) 50Mbps up and down	Not Available	Not Available	$335.00
	Point to point lit services (private network) 500Mbps up and down	Not Available	Not Available	$650.00
	Point to point lit services (private network) 1000Mbs up and down	Not Available	Not Available	$950.00
	Point to point lit services (private network) with 3rd party interconnect	Not Available	Not Available	Negotiated based on third party network costs, speed and cost
	Install charge w/o existing pathway	$100.00	$200.00	custom installation
	Central Panel install	$250.00	$250.00	custom installation
	Cat 5e/6 cable install	$100.00/per drop up to 100' + $0.50/per foot after 100		
	Customer side Call out charge	$75.00 (1 no charge per 12 months of service)		
	Equipment damage	Replacement cost of device + call out fee		
Phone - Ascend	Phone POTS + LD	$35.00	$35.00	$35.00
	Contact Center Pro Agent Activation		$120.00	$120.00
	Contact Center Elite License		$135.00	$135.00
	Contact Center Elite Agent Activation		$190.00	$190.00
	Auto Attendant (additional)		$15.00	$15.00
	Hunt Group (additional)		$10.00	$10.00
	Voicemail box (additional)		$7.00	$7.00
	WebFax (additional)		$15.00	$15.00
	Resource Line (pay per use)		$30.00	$30.00
	Resource Line (500 min)		$30.00	$30.00
	Fax Line (pay per use)		$27.00	$27.00
	Fax Line		$30.00	$30.00

	Ascend IPN - Essentials		$30.00	$30.00
	Ascend IPN - Pro		$32.00	$32.00
	Ascend IPN - Enterprise		$35.00	$35.00
	Ascend Basic		$22.00	$22.00
	Ascend IPN - Express		$20.00	$20.00
	Ascend IPN for Teams Advanced		$36.00	$36.00
	Ascend IPN - for Teams		$30.00	$30.00
Phone Metaswitch	**Sip Talk Path - Inbound Call Path, all phones can dial out**	Not Available	$ 15.00	$12.00
	Basic Phone License - All Class Features Does not include Voicemail or Comm Portal Desktop app, can use Comm Portal Web	Not Available	$ 8.00	$6.00
	Advanced Call License - All features including Voicemail and Desktop APP, deduct $0.50 per phone if using Comm Portal web instead of desktop app.	Not Available	$ 12.00	$9.50
	Call Record License - Call recording capabilities	Not Available	$ 15.00	$15.00
	DID - Phone number fee per number ported	Not Available	$ 3.00	$1.50
	Unlimited LD - Unlimited LD lower 48, excludes international.	Not Available	$ 5.00	Flat rate based on usage requirements
	IVR Auto Attendant - Auto Attendants / IVR Function bill per tree meaning each tree can have several menus.	Not Available	$ 20.00	$15.00
	Ala carte Voicemail Ala carte Voicemail, for Auto Attendants	Not Available	$ 5.00	$3.00

AGENDA ITEM SUMMARY

ITEM SUMMARY:

Consider, on first reading, an ordinance amendment Sec. 2-189, Procurement of equipment, materials, and supplies, and Sec. 2-193, Contracts for public works construction. *Staff Attorney, Kelsey Carden, will address.*

SPECIAL CONSIDERATIONS OR CONCERNS:

Georgia House Bill 137 was officially passed on May 12, 2025. This state law amendment changed the applicability of state public works construction contract and procurement requirements by increasing the project value for public works construction projects from $100,000 to $250,000. The State recognized that increasing costs made the prior threshold and related requirements inefficient and in some cases infeasible.
Similarly, this proposed amendment limits applicability of public works construction contract requirements by increasing the applicable project threshold from $100,000 to $250,000.

The proposed amendment also increases the City Manager's purchasing approval authority and delegation authority. Like our state counterparts, Staff has experienced increased costs for nearly all City projects since 2020 which has impacted services and rendered the current purchasing approval thresholds inefficient. This amendment increases the City Manager's purchase approval authority from $24,999.99 to $99,999.99. It also allows the City Manager to delegate purchasing approval authority, at her discretion, to department directors and the Finance Director for purchases less than $10,000.00 based on internal finance procedures.

STAFF RECOMMENDATION:

Staff recommends approval.

FINANCIAL IMPACT:

If adopted, the purchasing approval framework would be as follows:

- Purchases less than $10,000.00 -- City Manager or Designee(s) Approval Required
- Purchases between $10,000 and $99,999.99 -- City Manager Approval Required
- Purchases of $100,000.00 or more -- Board of Commissioners Approval Required

All contracts, regardless of the purchase price involved, must be approved by the Board in accordance with the City's Charter and state law.

Submitted By:
Kelsey Carden

Meeting Date:
27/05/2025

Reviewed By:
Jessica O'Connor

ATTACHMENTS:

ORD - Sec. 2-189 and 2-193 Purchasing Approval Limits and Public Works Construction K 5.27.25.pdf
REDLINE - Sec. 2-189 and Sec. 2-193 Purchsing Thresholds and Public Works Threshold.pdf

No. 25 –

AN ORDINANCE

AN ORDINANCE, AMENDING THE CODE OF GRIFFIN, GEORGIA, AT CHAPTER 2, ADMINISTRATION, ARTICLE IV, FINANCE, DIVISION 2, PROCUREMENTS, SEC. 2-189, PROCUREMENT OF EQUIPMENT, MATERIALS, AND SUPPLIES, AND SEC. 2-193, CONTRACTS FOR PUBLIC WORKS CONSTRUCTION; PROVIDING FOR INCREASES IN CITY MANAGER PURCHASING APPROVAL AUTHORITY; PROVIDING FOR AN INCREASED PROJECT COSTS FOR APPLICATION OF PUBLIC WORKS CONSTRUCTION CONTRACT REQUIREMENTS BASED ON CHANGES TO STATE LAW; TO PROVIDE AN EFFECTIVE DATE; TO REPEAL ALL ORDINANCES AND PARTS OF ORDINANCES IN CONFLICT HEREWITH; AND FOR OTHER PURPOSES.

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

Section 1. The Code of Griffin, Georgia is hereby amended at Chapter 2, ADMINISTRATION, Article IV, FINANCE, Division 2, PROCUREMENTS, Sec. 2-189, Procurement of equipment, materials, and supplies, and Sec. 2-193, Contracts for public works construction, which shall hereafter read as follows:

"Sec. 2-189. – Procurement of equipment, materials, and supplies.

(a) The city manager, in his or her discretion, may delegate to the department director and/or the finance director, as applicable based on internal purchasing procedures approved by the City Manager, the procurement of equipment, materials, and supplies having a gross or combined cost of less than $10,000.00; provided, however, purchases shall not be subdivided in an effort to evade the limitations of this section. Where feasible, whenever like purchases are required by more than one department, the procurement coordinator shall consolidate purchase orders to receive full advantage of available quantity discounts.

(b) Except as delegated pursuant to subsection (a) above, purchases of less than $100,000.00 shall be approved, in writing, by the city manager in accordance with internal purchasing procedures approved by the City Manager.

(c) Purchases of $100,000.00 or more shall be approved by the board of commissioners in a duly convened public meeting.

(d) The lowest responsive, responsible solicitation, bid, or quote, as applicable, shall be approved. Where the lowest solicitation, bid, or quote is not responsive or the solicitor is not deemed responsible, written documentation shall be maintained explaining why the lowest bid was rejected. Where the amount of procurement is less than $100,000.00 the city manager shall determine rejection of the lowest solicitation, bid, or quote; where the amount of procurement is $100,000.00 or more, rejection of the lowest solicitation, bid, or quote shall be determined by the board of commissioners.

(e) In determining the lowest responsive, responsible solicitation, a preference of up to five percent or $2,500.00, whichever is least, may be given to manufacturers, distributors, materialmen and suppliers having physical local business addresses within the 30223 or 30224 zip code areas. Otherwise, as far as may be reasonable and practicable without sacrificing price or quality, preference may be given to Georgia suppliers over out-of-state suppliers. A similar preference may be given to American suppliers over foreign suppliers.

(f) In determining specifications for procurement of equipment, materials and supplies, it is the policy of the City of Griffin to be environmentally-conscious and eco-friendly, including energy efficient/alternative energy initiatives and recycling/waste reduction and disposal options. Consideration may reasonably be given to the procurement of "green products".

(g) The requirements of this section shall not be applicable to the procurement of equipment, material, and supplies when the city manager has determined the procurement of such item(s) is only available from a sole or single source.

(h) The requirements of this section shall not apply when procurement of equipment, material, and supplies is available through federal or state bulk procurement programs, intergovernmental contracts, and similar cooperative buying services in which the city participates (including, but not limited to: the department of administrative services, Georgia Correctional Industries, Electric Cities of Georgia, and GMA programs)."

"Sec. 2-193. Contracts for public works construction.

(a) For purposes of this section, "public works construction" means the building, altering, repairing, improving, or demolishing of any public structure or building or other public improvements of any kind to any real property, other than a project covered by federal or state funding whose solicitation and contract requirements take precedence over general law found in O.C.G.A. Title 36, Chapter 91.

(b) All public works construction contracts entered into by the City of Griffin with private persons or entities shall be in writing and on file in the city manager's office, available for public inspection and copying during normal business hours. All public works construction contracts shall be executed and entered in the manner and with the formalities required by the City Charter and other applicable laws.

(c) Unless otherwise required to follow specific procedures set forth in federal or state grant or funding agreements for a specific project, the city shall comply with the sealed competitive solicitation procedures set forth in O.C.G.A. Title 36, Chapter 91, which by reference are made a part hereof.

(d) The requirements of this section shall apply to all public works construction projects having an estimated cost of $250,000.00 or more, except that these requirements shall not apply to projects necessitated by an emergency; provided, the nature of the emergency shall be found and described in the minutes of the board of commissioners. The requirements of this section shall not apply to any projects or portions of projects self-performed by the city or when labor is performed by inmates from a state correctional institution. The requirements of this section shall not apply to sole or single source public

works construction projects when the board of commissioners, by resolution in a duly convened public meeting, has found and concluded that competitive procurement is not available or otherwise not feasible.

(e) In determining the lowest responsive, responsible solicitation, a preference of up to five percent or $2,500.00, whichever is least, may be given to manufacturers, distributors, materialman and suppliers having physical local business addresses within the 30223 or 30224 zip code areas. Otherwise, as far as may be reasonable and practicable without sacrificing price or quality, preference may be given to Georgia suppliers over out-of-state suppliers. A similar preference may be given to American suppliers over foreign suppliers. The policy set forth in this section shall not apply to public works contracts in which federal or state funding is provided."

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

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

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

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

First Reading: May 27, 2025

Second Reading: June 10, 2025

Sec. 2-189. Procurement of equipment, materials, and supplies.

(a) The city manager, in his or her discretion, ~~, upon recommendation of the procurement coordinator,~~ may delegate to the department director and/or the finance director, as applicable based on internal purchasing procedures approved by the City Manager, the procurement of equipment, materials, and supplies having a gross or combined cost of less than $10,000.00~~$5,000.00~~; provided, however, purchases shall not be subdivided in an effort to evade the limitations of this section. Where feasible, whenever like purchases are required by more than one department, the procurement coordinator shall consolidate purchase orders to receive full advantage of available quantity discounts.

(b) Except as delegated pursuant to subsection (a) above, ~~All other procurement of equipment, materials, or supplies having an estimated cost of less than $25,000.00 shall be competitively bid upon written specifications drawn by the department manager in consultation with the procurement coordinator, as approved by the city manager. The manner of advertisement or bid solicitation (including the pre-qualification of potential vendors), the period bid solicitations remain open, and procedures governing bidding and bid openings shall be recommended by the purchasing coordinator and approved, in writing, by the city manager. ALL REQUESTS FOR PROCUREMENT SHALL BE ISSUED WITH RESERVATION OF THE CITY'S RIGHT TO REJECT ALL BIDS; TO REBID UPON READVERTISEMENT (WITH OR WITHOUT MODIFIED SPECIFICATIONS); OR, IN CASES WHERE ALL BIDS RECEIVED FAIL TO MEET SPECIFICATIONS, TO NEGOTIATE WITH THE BIDDER WHOSE PRODUCT COMES CLOSEST TO MEETING SPECIFICATIONS.~~ p~~P~~urchases of less than $100,000.00 ~~$25,000.00~~ shall be approved, in writing, by the city manager in accordance with internal purchasing procedures approved by the City Manager.

(c) ~~Where authorization to procure is not provided by subparagraphs (a) or (b) above, all procurement of equipment, materials, or supplies shall be competitively solicited upon written specifications drawn by the department director in consultation with the procurement coordinator, as approved by the city manager. The manner of advertisement or bid solicitation (including the pre-qualification of potential vendors), the period bid solicitations remain open, and procedures governing bidding and bid openings shall be recommended by the procurement coordinator and approved, in writing, by the city manager. ALL INVITATIONS TO BID OR REQUESTS FOR PROPOSALS SHALL BE ISSUED WITH RESERVATION OF THE CITY'S RIGHT TO REJECT ALL BIDS; TO REBID UPON READVERTISEMENT (WITH OR WITHOUT MODIFIED SPECIFICATIONS); OR, IN CASES WHERE THE LOWEST RESPONSIVE AND RESPONSIBLE BID RECEIVED EXCEEDS FUNDING APPROPRIATED, TO NEGOTIATE WITH THE LOWEST BIDDER.~~ Purchases of $100,000.00 ~~$25,000.00~~ or more shall be approved by the board of commissioners in a duly convened public meeting.

(d) The lowest responsive, responsible solicitation, bid, or quote, as applicable, shall be approved. Where the lowest solicitation, bid, or quote is not responsive or the solicitor is not deemed responsible, written documentation shall be maintained explaining why the lowest bid was rejected. Where the amount of procurement is less than $100,000.00~~$25,000.00~~ the city manager shall determine rejection of the lowest solicitation, bid, or quote; where the amount of procurement is $100,000.00 or ~~$25,000.00 or~~ more, rejection of the lowest solicitation, bid, or quote shall be determined by the board of commissioners.

(e) In determining the lowest responsive, responsible solicitation, a preference of up to five percent or $2,500.00, whichever is least, may be given to manufacturers, distributors, materialmen and suppliers having physical local business addresses within the 30223 or 30224 zip code areas. Otherwise, as far as may be reasonable and practicable without sacrificing price or quality, preference may be given to Georgia suppliers over out-of-state suppliers. A similar preference may be given to American suppliers over foreign suppliers.

(f) In determining specifications for procurement of equipment, materials and supplies, it is the policy of the City of Griffin to be environmentally-conscious and eco-friendly, including energy efficient/alternative energy initiatives and recycling/waste reduction and disposal options. Consideration may reasonably be given to the procurement of "green products".

(g) The requirements of this section shall not be applicable to the procurement of equipment, material, and supplies when the city manager has determined the procurement of such item(s) is only available from a sole or single -source.

(h) The requirements of this section shall not apply when procurement of equipment, material, and supplies is available through federal or state bulk procurement programs, intergovernmental contracts, and similar cooperative buying services in which the city participates (including, but not limited to: the department of administrative services, Georgia Correctional Industries, Electric Cities of Georgia, and GMA programs).

(Ord. No. 18-14, § 1, 11-27-2018)

Sec. 2-193. Contracts for public works construction.

(a) For purposes of this section, "public works construction" means the building, altering, repairing, improving, or demolishing of any public structure or building or other public improvements of any kind to any real property, other than a project covered by federal or state funding whose solicitation and contract requirements take precedence over general law found in O.C.G.A. Title 36, Chapter 91.

(b) All public works construction contracts entered into by the City of Griffin with private persons or entities shall be in writing and on file in the city manager's office, available for public inspection and copying during normal business hours. All public works construction contracts shall be executed and entered in the manner and with the formalities required by the City Charter and other applicable laws.

(c) Unless otherwise required to follow specific procedures set forth in federal or state grant or funding agreements for a specific project, the city shall comply with the sealed competitive solicitation procedures set forth in O.C.G.A. Title 36, Chapter 91, ~~including the requirement of all bonds and maintenance agreements set forth therein,~~ which by reference are made a part hereof.

(d) The requirements of this section shall apply to all public works construction projects having an estimated cost of ~~$100,000.00~~$250,000.00 or more, except that these requirements shall not apply to projects necessitated by an emergency; provided, the nature of the emergency shall be found and described in the minutes of the board of commissioners. The requirements of this section shall not apply to any projects or portions of projects self-performed by the city or when labor is performed by inmates from a state correctional institution. The requirements of this section shall not apply to sole or single source public works construction projects when the board of commissioners, by resolution in a duly convened public meeting, has found and concluded that competitive procurement is not available or otherwise not feasible.

(e) In determining the lowest responsive, responsible solicitation, a preference of up to five percent or $2,500.00, whichever is least, may be given to manufacturers, distributors, materialman and suppliers having physical local business addresses within the 30223 or 30224 zip code areas. Otherwise, as far as may be reasonable and practicable without sacrificing price or quality, preference may be given to Georgia suppliers over out-of-state suppliers. A similar preference may be given to American suppliers over foreign suppliers. The policy set forth in this section shall not apply to public works contracts in which federal or state funding is provided.

(Ord. No. 18-14, § 1, 11-27-2018)

AGENDA ITEM SUMMARY

ITEM SUMMARY:

Consider a settlement and Release in Full of All Claims for Property Damage in the amount of $4,561.68 for damage to a City Walk Sign/Pole at 335 N. 3rd Street. *Risk Manager, Greg Poole, will address.*

SPECIAL CONSIDERATIONS OR CONCERNS:

On September 22, 2024, the vehicle owned and driven by Marquaveoun Giles struck and damaged the City's Walk sign and pole at 335 N. 3rd Street. The insurance company is offering a payment of $4,561.68 for the damage and requesting a release in full of all claims for property damage.

STAFF RECOMMENDATION:

Staff recommends approval.

FINANCIAL IMPACT:

N/A

Submitted By:
Susan Bartholomew

Meeting Date:
27/05/2025

Reviewed By:
Jessica O'Connor

ATTACHMENTS:
Claim No. 708145207-1 9.22.24 Flashing Crosswalk Property Damage Release.pdf
Accident_25600-Redacted (1).pdf

Toyota
Auto Insurance

Email: myclaim@tai.team
Please include your claim # on any correspondence
National Document Center
P.O. Box 268994
Oklahoma City, OK 73126-8994
info.tai.team/claims

November 04, 2024

CITY OF GRIFFIN

Delivered by email to: gpoole@cityofgriffin.com

RE:	Claim Number:	7008145207-1-5
	Insured:	Marquaveoun Latrell Giles
	Policy Number:	TA5BAXPSNE
	Loss Date:	09/22/2024
	Claimant:	City of Griffin
	Subject:	Settlement Offer

Dear City of Griffin:

Based on the information presented, I have evaluated the damage to your Walk sign/Pole at $4,561.68 and am prepared to resolve this portion of your claim for this amount.

If you are prepared to settle your property damage claim as I've outlined above, please complete the enclosed release. The release can be returned to the address or email above. Please include the claim number on all correspondence or use this letter as a cover sheet.

We encourage you to visit **info.tai.team/claims** to learn more about our self-service options available to you, including the ability to view your claim status, upload documents and photos and find local service providers.

I can be reached at myclaim@tai.team (please include your claim number in the subject line) or (602) 333-5879. Please contact me if you have any questions or concerns.

Thank you.

Samantha Cater
Field Claims Representative
(602) 333-5879
Toggle Insurance Company

Email communications are preferred and should be sent to myclaim@tai.team. If hard copies of communications are required, they should be sent to our National Document Center at P.O. Box 268994, Oklahoma City, OK 73126-8994.

Enclosure(s):
Release - Please Return

Toyota
Auto Insurance

Email: myclaim@tai.team
Please include your claim # on any correspondence
National Document Center
P.O. Box 268994
Oklahoma City, OK 73126-8994
info.tai.team/claims

November 4, 2024

Claim Number: 7008145207-1-5

RELEASE IN FULL OF ALL CLAIMS FOR PROPERTY DAMAGE

For and in consideration of the payment to City of Griffin, individually, at this time for the sum of four thousand five hundred sixty one dollars and sixty eight cents ($4,561.68), receipt of which is acknowledged, I release and forever discharge Marquaveoun Giles, their principals, agents and representatives, from any and all rights, claims, demands and damages of any kind, known or unknown, existing or arising in the future, resulting from or related to property damage arising from an accident that occurred on or about September 22, 2024 at or near Griffin, GA.

This release shall not destroy or otherwise affect the rights of persons on whose behalf this payment is made, or persons who may claim to be damaged by reason of the accident other than the undersigned to pursue any legal remedies they may have against the undersigned or any other person.

I understand that this is a compromise settlement of all my property damage claims involving the parties being released arising out of the accident referred to above, and there is no admission of liability. I understand that this is all the money or consideration I will receive from the above-described parties for any and all of my property damage claims as a result of this accident.

FURTHER, I agree to **reimburse** and **indemnify** all released parties of any amounts which any insurance carriers, government entities, hospitals or other persons or organization may recover from them in **reimbursement** for amounts paid to me or on my behalf as a result of this accident by way of **contribution**, **subrogation**, **indemnity** or **otherwise**.

I HAVE READ THIS RELEASE AND UNDERSTAND IT.

Signed this _____ day of _____ 20_____ , at _____

Signature:_____ Print Name:_____

Signature:_____ Print Name:_____

Witness Signature: _____ Witness Print Name: _____

Approved as to Form:

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

GEORGIA MOTOR VEHICLE CRASH REPORT

Agency Case Number	Agency NCIC Number	County	Date Rec. By GDOT
24006383	GA1260100	SPALDING	

Estimated Crash Date	Estimated Crash Time	Dispatch Date	Dispatch Time	Arrival Date	Arrival Time	Total Vehicles	Total Injuries	Total Fatalities	Inside City Of:
09/22/2024	22:12	09/22/2024	22:12	09/22/2024	22:15	2	2	0	GRIFFIN

Road of Occurrence: 335 N 3RD ST
At Its Intersection With: E. TINSLEY
☐ Corrected Report

Not At Its Intersection But: ☐ Miles ☐ Feet 1☐ North 2☐ South 3☐ East 4☐ West Of:
☐ Suppl. To Original

Latitude (Y) (Format): +33.25355 (00.00000)
Longitude (X) (Format): -84.25715 (-00.00000)
☐ Hit and Run?

Unit # 1

☒ Driver ☐ Ped ☐ Bike ☒ Susp At Fault

LAST NAME: GILES, FIRST: MARQUAVEOUN, MIDDLE: LATRELL
Address: [redacted]
City: GRIFFIN State: GA Zip: 30224 DOB: [redacted]/2005
Driver's License No.: [redacted] Class: CP State: GA Country:
Insurance Co.: TOGGLE INSURANCE… Policy No.: TA5BAXPSNE [redacted]
Year: 2022 Make: HYUN Model: SONATA
VIN: KMHL24JA8NA244787 Vehicle Color: GRY
Tag #: P5904540 State: GA County: SPALDING Year: 2024
Trailer Tag # State County Year

☒ Same as Driver
Owner's Last Name: GILES, First: MARQUAVEOUN, Middle: LATRELL
[redacted]
City: GRIFFIN State: GA Zip: 30224

Removed By: FIRST RATE TOWING ☐ Request ☒ List

Alcohol Test	Type	Results	Drug Test	Type	Results
2			2		

First Harmful Event: 11 Most Harmful Event: 11 Operator/Ped Cond: 1
Operator Contributing Factors: 4
Vehicle Contributing Factors: 1 Roadway Contributing Factors: 1

Direction of Travel	Vehicle Maneuver	Non-Motor Maneuver
4	5	

Vehicle Class	Vehicle Type	Vision Obscured
1	1	1

Number of Occupants	Area of Initial Contact	Damage to Veh
1	12	4

Traffic-Way Flow	Road Comp	Road Character
1	2	1

Number of Lanes	Posted Speed	Work Zone
2	30	0

Traffic Ctrl: 5 Device Inoperative? ☐ Yes ☒ No

Citation Information:
Citation # E105855 O.C.G.A. § 40-6-73
Citation # O.C.G.A. §
Citation # O.C.G.A. §

Unit # 2

☒ Driver ☐ Ped ☐ Bike ☐ Susp At Fault

LAST NAME: JEFFERSON, FIRST: MARVIN, MIDDLE: LEWIS
Address: [redacted]
City: GRIFFIN State: GA Zip: 30223 DOB: [redacted]1982
Driver's License No.: [redacted] Class: C State: GA Country:
Insurance Co.: THE FIRST… Policy No.: HUGO000767787 [redacted]
Year: 2014 Make: CHEV Model: MALIBU
VIN: 1G11B5SL5EF220377 Vehicle Color: BGE
Tag #: SBG1265 State: GA County: SPALDING Year: 2024
Trailer Tag # State County Year

☐ Same as Driver
Owner's Last Name: JEFFERSON, First: MARVIN, Middle: LEWIS
[redacted]
City: GRIFFIN State: GA Zip: 30223

Removed By: FIRST RATE TOWING ☐ Request ☒ List

Alcohol Test	Type	Results	Drug Test	Type	Results
2			2		

First Harmful Event: 11 Most Harmful Event: 11 Operator/Ped Cond: 1
Operator Contributing Factors: 0
Vehicle Contributing Factors: 1 Roadway Contributing Factors: 1

Direction of Travel	Vehicle Maneuver	Non-Motor Maneuver
2	5	

Vehicle Class	Vehicle Type	Vision Obscured
1	1	1

Number of Occupants	Area of Initial Contact	Damage to Veh
2	9	4

Traffic-Way Flow	Road Comp	Road Character
1	2	1

Number of Lanes	Posted Speed	Work Zone
2	25	0

Traffic Ctrl: 1 Device Inoperative? ☐ Yes ☒ No

Citation Information:
Citation # O.C.G.A. §
Citation # O.C.G.A. §
Citation # O.C.G.A. §

COMMERCIAL MOTOR VEHICLES ONLY

	Unit # 1	Unit # 2
Carrier Name		
Address / City / State / Zip		
U.S. D.O.T. #		
No. of Axles		
G.V.W.R.		
Cargo Body Type		
Vehicle Config.		
Interstate ☐ Intrastate ☐		
Fed. Reportable ☐ Yes ☐ No		
C.D.L.? ☐ Yes ☐ No		
C.D.L. Suspended? ☐ Yes ☐ No		
Vehicle Placarded? ☐ Yes ☐ No		
Hazardous Materials? ☐ Yes ☐ No		
Haz Mat Released? ☐ Yes ☐ No		
If YES, Name or 4 Digit Number from Diamond or Box:		
1 Digit Number from Bottom of Diamond:		
☐ Ran Off Road ☐ Down Hill Runaway ☐ Cargo Loss or Shift ☐ Separation of Units		

COLLISION FIELDS

Manner of Collision:	Location at Area of Impact:	Weather:	Surface Condition:	Light Condition:
1	7	1	1	4

NARRATIVE

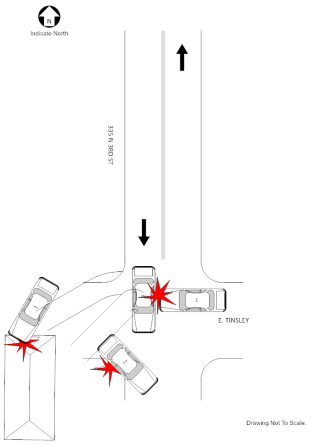
Driver 1 advised that he did not see Vehicle 2 coming. Driver 2 advised that Vehicle 1 ran the stop sign and struck him in the driver side of his vehicle at clockpoint 9.

I observed major disabling damage to both vehicles. Both vehicles had deployed airbags. Both parties in Vehicle 2 complained that they were sore from the accident but had no visible injuries. Both parties from Vehicle 2 were checked out by EMS and released. Both vehicles were removed from the scene by First Rate Towing.

After striking Vehicle 2, Vehicle 1continued in motion to strike the telephone pole, don`t walk sign, the telephone pole supporting cable and the right side of the house at

* * Continued * *

DIAGRAM



Indicate North

PROPERTY DAMAGE INFORMATION

Damage Other Than Vehicle:	Owner:

WITNESS INFORMATION

Name (Last, First)	Address	City	State	Zip Code	Telephone Number

OCCUPANT INFORMATION

1

Name (Last, First):	Address
GILES, MARQUAVEOUN LATRELL	721 ANNE ST GRIFFIN, GA, 30224

Age:	Sex:	Unit #:	Position:	Safety Eq:	Ejected:	Extricated:	Air Bag:	Injury:	Taken for Treatment:
19	M	1	1	3	1	2	1	0	2

Injured Taken To:	By:	EMS Notified Time (Fatality Only):	EMS Arrival Time (Fatality Only):	Hospital Arrival Time (Fatality Only):

2

Name (Last, First):	Address
JEFFERSON, MARVIN LEWIS	143 LAKESIDE DR GRIFFIN, GA, 30223

Age:	Sex:	Unit #:	Position:	Safety Eq:	Ejected:	Extricated:	Air Bag:	Injury:	Taken for Treatment:
41	M	2	1	3	1	2	1	4	2

Injured Taken To:	By:	EMS Notified Time (Fatality Only):	EMS Arrival Time (Fatality Only):	Hospital Arrival Time (Fatality Only):

3

Name (Last, First):	Address
BARKLEY, SHAKARI TINISHIA	110 MORRIS ST H GRIFFIN, GA, 30223

Age:	Sex:	Unit #:	Position:	Safety Eq:	Ejected:	Extricated:	Air Bag:	Injury:	Taken for Treatment:
32	F	2	3	3	1	2	1	4	2

Injured Taken To:	By:	EMS Notified Time (Fatality Only):	EMS Arrival Time (Fatality Only):	Hospital Arrival Time (Fatality Only):

4

Name (Last, First):	Address

Age:	Sex:	Unit #:	Position:	Safety Eq:	Ejected:	Extricated:	Air Bag:	Injury:	Taken for Treatment:

Injured Taken To:	By:	EMS Notified Time (Fatality Only):	EMS Arrival Time (Fatality Only):	Hospital Arrival Time (Fatality Only):

ADMINISTRATIVE

Photos Taken: ☐ Yes ☒ No By:

Officer Note: If collision resulted in a fatality, please send prompt notification to the GDOT Crash Reporting Unit via either email at GeorgiaFARS@dot.ga.gov or Fax at (404) 635-2963.

Report By:	Agency:	Report Date:	Checked By:	Date Checked:
BERRY, J.	Griffin Police…	09/22/2024	MCKINNEY, J.	09/23/2024

SUPPLEMENT
GEORGIA MOTOR VEHICLE CRASH REPORT

Agency Case Number:	Estimated Crash Date:	Officer Name:
24006383	09/22/2024	BERRY, J.

NARRATIVE CONTINUED

335 B N 3rd St. The right side of the house is completely destroyed. The foundation, rear wall, gas pipes water lines and siding are damaged on the right side of the house.

The gas company was called to come turn the gas off, which they did. Georgia power was called to come inspect the telephone pole.

Driver 1 was issued a citation for Failure to Yield. OCGA 40-6-73 Citation number E 105855.

Officer Newman 3926 arrived on scene to take photos of the house. They will be uploaded on to police photos under this case number.

No further action was taken at this time. I issued all parties a case number and returned to service.

* * E N D * *

ADDITIONAL CITATION INFORMATION

Unit # ____:		Unit # ____:	
Citation #	O.C.G.A. §	Citation #	O.C.G.A. §
Citation #	O.C.G.A. §	Citation #	O.C.G.A. §
Citation #	O.C.G.A. §	Citation #	O.C.G.A. §
Citation #	O.C.G.A. §	Citation #	O.C.G.A. §
Citation #	O.C.G.A. §	Citation #	O.C.G.A. §
Citation #	O.C.G.A. §	Citation #	O.C.G.A. §
Citation #	O.C.G.A. §	Citation #	O.C.G.A. §

ADDITIONAL OCCUPANT INFORMATION

Name (Last, First):					Address				
Age:	Sex:	Unit #	Position:	Safety Eq:	Ejected:	Extricated:	Air Bag:	Injury:	Taken for Treatment:
Injured Taken To:		By:		EMS Notified Time (Fatality Only):		EMS Arrival Time (Fatality Only):		Hospital Arrival Time (Fatality Only):	

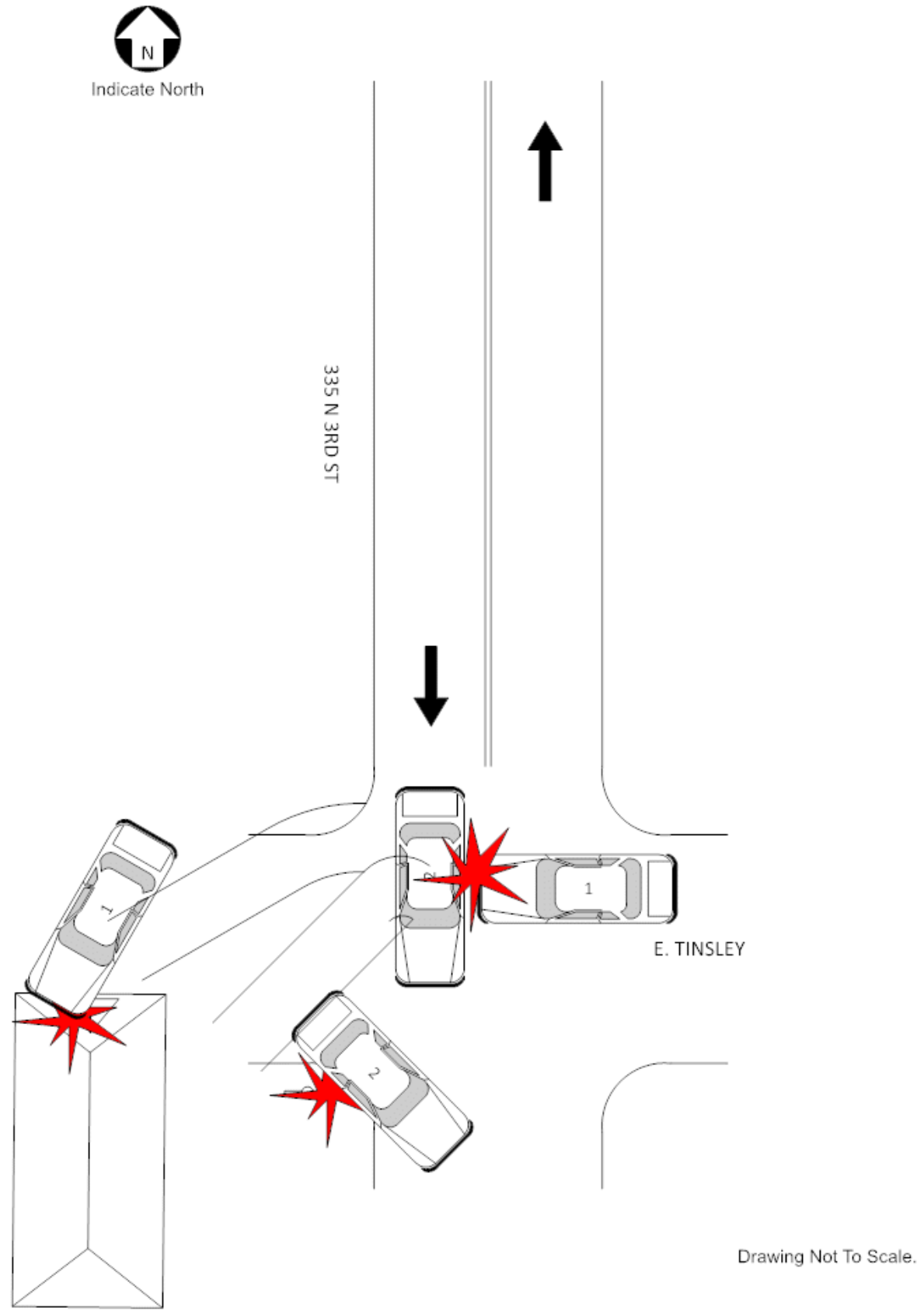
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ADDITIONAL or FULL PAGE DIAGRAM



Public Records Exemptions

Enclosed please find a copy of the response documents for your public records request. The following information is provided to explain the process employed to review and produce the response documents.

Reason	Description	Pages
		1

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