AGENDA
Regular Scheduled Meeting
CITY OF GRIFFIN BOARD OF COMMISSIONERS
August 26, 2025
W. ELMER GEORGE MUNICIPAL HALL
6:00 PM

Present:

Call to order by Mayor Hollberg

Pledge of Allegiance

Invocation

Approval of Agenda

CITIZEN COMMENTS

At this time, the Mayor opens the floor to comments from the audience. Comments should relate to a specific agenda item, not listed on the agenda for a Public Hearing, or to a concern within the jurisdiction of the City. Commission meetings serve the purpose of conducting city business and are not a forum for the unlimited expression of opinion. 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.

CONSENT AGENDA

1. Consider minutes of the Griffin Board of Commissioners' Regular Meeting on August 12, 2025.

2. Consider a Task Order Form to the Master Services Agreement with LJA Engineering, Inc. in the amount of $14,000.00 for the Shoal Creek C&D Landfill Aerial Lidar Mapping to produce the Remaining Capacity Report. *Director of Solid Waste, Todd Ennis, will address.*

3. Consider the purchase of a 2025 CAT 950 WHA Wheel Loader in the amount of $339,489.00 from Yancey Brothers Inc, most responsive quote through GMA Lease Financing, which will replace unit #921. *Solid Waste Director, Todd Ennis, will address.*

4. Consider Addendum to an existing agreement with Lexipol, for all services to add Single Sign On capabilities for an initial 12 month term of $0.00 and subsequent terms in the amount of $936.00. *Chief Technology Officer, Gibb Cotton, will address.*

5. Consider a purchase agreement for water and sewer underground infrastructure supplies for the Water Distribution and Wastewater Collections divisions from Consolidated Pipe & Supply Co., in an amount not to exceed $150,000.00. *Director of Water and Wastewater, Brandon Lewis, will address.*

6. Consider, on second reading, amendments to Chapter 42, Environment, Article II, Nuisances. *Staff Attorney, Kelsey Carden, will present.*

REGULAR AGENDA

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

7. Consider purchase from Cogsdale, Sole Source, to provide software upgrades to the Cogsdale Customer Management and Utility Billing System in the amount of $100,560.00. *Chief Technology Officer Gibb Cotton will address.*

8. Consider a contract with Contech Engineered Solutions, sole source, in the amount of $173,429.70 for an aluminum arch, wing walls, and foundation for the roadway extension of Elle's Way. *Public Works Director, Mariza Eller, will address.*

9. Consider audit engagement letter with Mauldin & Jenkins, Certified Public Accountants, as a professional service, for agreed upon procedures to provide Parity Bond Test Certificate for 2025 CPU bond offering. *Finance Director, Deborah Manning-Gilbert, will address.*

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

11. Consider a claim for personal injury to Martha West, based upon Ante Litem Notice from Morgan & Morgan, dated July 29, 2025. *City Attorney Drew Whalen will address.*

12. Consider a claim for Malicious Prosecution and violation of civil rights of Darrell L. Clevenger, Jr., based upon Ante Litem Notice, dated July 31, 2025. *City Attorney Drew Whalen will address.*

13. Consider authorizing travel for Commissioner Rose Curtis to attend the 2025 GMA 2-day Fall Training on September 9-10, 2025 at LaGrange, GA.

14. Consider cancellation of the City of Griffin Board of Commissioners' September 9, 2025 Regular meeting du to Commissioners' attendance at the GMA Fall Training on September 8-10, 2025 in LaGrange, GA.

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:

Consider minutes of the Griffin Board of Commissioners' Regular Meeting on August 12, 2025.

SPECIAL CONSIDERATIONS OR CONCERNS:

All Commissioners were present.

STAFF RECOMMENDATION:

N/A

FINANCIAL IMPACT:

N/A

Submitted By:
Susan Bartholomew

Meeting Date:
26/08/2025

Reviewed By:
Jessica O'Connor

ATTACHMENTS:
08-12-2025 Minutes.pdf

CITY OF GRIFFIN BOARD OF COMMISSIONERS
REGULAR SCHEDULED MEETING
ONE GRIFFIN CENTER, W. ELMER GEORGE MUNICIPAL HALL
TUESDAY, AUGUST 12, 2025

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 Murray

Invocation ..... Commissioner Tinsley

Approval of Agenda

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

PRESENTATIONS AND DELEGATIONS

1. Recognize Savannah Fenley, Planning and Development Administrative Coordinator, as the July 2025 Strongest Link in the Chain award recipient. *Tax & License Administrator/Camera Ready Liaison, Karen Bennett, will address.*

   Karen Bennett addressed the Commissioners noting her reasons for nominating Ms. Fenley for the Strongest Link for July. Ms. Fenley thanked the Board and introduced her parents and fiancé.

2. Presentation of the Iris City Golf Classic charity funds in the amount of $15,213.56 to Promise Place. *Golf Shop Manager, Ashley White, and Assistant Golf Shop Manager, Laura Tinsley, will address.*

   Ashley White addressed the Commissioners stating her gratitude to the businesses that provided sponsorships and the 94 players who participated in the Iris City Classic to raise money for Promise Place. A check for $15,213.56 was presented to Promise Place. A representative from Promise Place thanked the Commissioners and Staff for the generous donation to aid in the fight against domestic violence.

3. Review financial reports for June 2025. *Finance Director, Deborah Manning-Gilbert will address.*

   Deborah Manning-Gilbert addressed the Commissioners, reviewing unaudited financial reports for the month of June 2025 which is 100% of the fiscal year. The General Fund operating revenue is $26.9 million which is 106.7% of budget; operating expenses are $39.8 million which is 96.6% of budget. The Enterprise Funds operating revenue is $111.8 million which is 100.7% of budget; operating expenses are $89.2 million which is 85.3%% of budget. The Water/Wastewater Fund operating revenue is $29.9 million which is 99.3% of budget; operating expenses are $19.4 million which is 70.6% of budget. The Electric Fund operating revenue is $65.3 million which is 92.5% of budget; operating expenses are $54.4 million which is 91.3% of budget. The Solid Waste Fund operating revenue is $11.2 million which is 105.4% of budget; the operating expenses are $10 million which is 87.9% of budget.

   LOST collections year-to-date are $5,686,592 which is 102.4% of budget.
   TSPLOST collections year-to-date are $4,750,349 which is 127.4% of budget.

   Ms. O'Connor informed the Commissioners that the numbers will change as there are still outstanding invoices. Additionally, rollovers will also change expenses. Commissioner Murray asked about uncollected money for utilities, and Ms. Manning-Gilbert replied she would check on the information.

CITY OF GRIFFIN BOARD OF COMMISSIONERS
REGULAR SCHEDULED MEETING
ONE GRIFFIN CENTER, W. ELMER GEORGE MUNICIPAL HALL
TUESDAY, AUGUST 12, 2025

CITIZEN COMMENT

Robert Sullins, 1133 Pine Valley Road, addressed the Commissioners regarding the continuing sewer overflows at his property. Although Mr. Sullins has asked the Commissioners not to issue any more building permits in the Potato Creek basin, the Board continues to allow development with no plan to improve the sewerage lines. Mr. Sullins added that, although he has asked the Commissioners to visit his property, only Brandon Lewis with Water and Wastewater has done so.

Mayor Hollberg stated the City is preparing to issue bonds in the next two months to pay for sewer improvements in the Potato Creek Basin.

Celeste Cox, 1131 Pine Valley, addressed the Commissioners stating she and her husband moved to Griffin in October 2024. Ms. Cox stated she lives next door to Mr. Sullins, and she too has had issues with failure of the sewer system that caused overflow in her backyard. She stated some of the health risks due to the presence of harmful contaminants and asked that the Commissioners take her concerns seriously.

PUBLIC HEARINGS

There were no public hearings.

CONSENT AGENDA

4. Consider the minutes of the City of Griffin Board of Commissioners' Workshop and Regular Meetings on July 22, 2025.

5. Consider an annual Equitable Sharing Agreement and Certification Report with the United States Department of Justice for Federal asset forfeiture funds. *Captain Daniel Jett will address.*

6. Consider declaring as surplus certain out-of-life cycle information technology equipment and sell through GovDeals online auction service (see attachment). *Chief Technology Officer Gibb Cotton, will address.*

7. Consider a purchase agreement for water testing supplies for the Wastewater Laboratory division from IDEXX Laboratories, Inc., Sole Source, in an amount not to exceed $20,000.00. *Director of Water and Wastewater, Brandon Lewis, will address.*

8. Consider purchase of a Dell Power Protect Data Manager (PPDM) appliance from SHI, Georgia State Contract, in the amount of $109,995.90. *Chief Technology Officer Gibb Cotton will address.*

9. Consider the purchase of 10 Ford Interceptors at a price of $48,150.00 per vehicle, and the purchase of one Ford F-150 at a price of $49,850.00 for a total amount of $531,350.00 from Legacy Ford, lowest quote, for the Police Department. *Captain Kaylen Krueger-Hayes will address.*

10. Consider an agreement with HG2 Emergency Lighting in the amount of $115,780.00, lowest quote, for the outfitting of 10 Ford Interceptor police vehicles, one Chevrolet Tahoe and one Ford F-150 for the Police Department. *Administrative Services Division Captain, Kaylen Krueger Hayes, will address.*

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

REGULAR AGENDA

11. Consider acceptance of a grant from the Federal Aviation Administration and the Georgia Department of Transportation (commonly referred to as "Grant AIG-45") in the amount of

$772,349.69 for the purpose of rehabilitating the runway and updating the DBE Plans at the Griffin Spalding County Airport. *Airport Director, Robert Mohl, will address.*

Motion/second to accept a grant from the Federal Aviation Administration and the Georgia Department of Transportation (commonly referred to as "Grant AIG-45") in the amount of $772,349.69 for the purpose of rehabilitating the runway and updating the DBE Plans at the Griffin Spalding County Airport by Commissioners Murray/Ward carried 7-0.

12. Consider a Task Order Form to the Master Services Agreement between the City of Griffin and LJA in the amount of $9,350.00 for preparation of easement plats for eleven (11) parcels along Spalding Street. *Public Works Director, Mariza Eller, will address.*

    Ms. Eller addressed the Commissioners clarifying the easements for this project are construction easements, and there is no parcel acquisition at this time.

    Motion/second to approve a Task Order Form to the Master Services Agreement between the City of Griffin and LJA in the amount of $9,350.00 for preparation of easement plats for eleven (11) parcels along Spalding Street by Commissioners Murray/Ward carried 7-0.

13. Consider a Task Order Form to the Master Services Agreement between the City of Griffin and LJA Engineering, Inc. in the amount of $16,860.00 for survey services, construction plans, bid administration, and construction management to upgrade the guardrail at S. 8th Street and S. 9th Street at the intersection of S. Hill Street, and amend the budget accordingly. *Public Works Director, Mariza Eller, will address.*

    Motion/second to approve a Task Order Form to the Master Services Agreement between the City of Griffin and LJA Engineering, Inc. in the amount of $16,860.00 for survey services, construction plans, bid administration, and construction management to upgrade the guardrail at S. 8th Street and S. 9th Street at the intersection of S. Hill Street, and amend the budget accordingly by Commissioners Murray/Tinsley carried 7-0.

14. Consider Supply Agreement with PetroSouth Energy, LLC for the supply and optional purchase of motor and diesel fuel products for City of Griffin fleet and equipment operations. *Staff Attorney, Kelsey Carden, will address.*

    Motion/second to approve Supply Agreement with PetroSouth Energy, LLC for the supply and optional purchase of motor and diesel fuel products for City of Griffin fleet and equipment operations by Commissioners Murray/Ward carried 7-0.

15. Consider purchase of a Dell VxRails Disaster Recovery Environment from SHI, Georgia State Contract, in the amount of $ $377,612.82. *Senior Cybersecurity Administrator, Amanda Manning-Morris, will address.*

    Motion/second to approve purchase of a Dell VxRails Disaster Recovery Environment from SHI, Georgia State Contract, in the amount of $ $377,612.82 by Commissioners Murray/Ward carried 7-0.

16. Consider an agreement with Arnold & Itkin LLP, Sunridge Law Group LLC, Law Office of Douglas Boxer, The Cracken Law Firm PC, The Finley Firm PC, Robert H. Smalley III and Tracey & Fox Law Firm to serve as attorneys for prosecuting the City's claims against persons and entities responsible for polluting the City's landfills and attendant personal and real property with PFAS. *City Attorney, Drew Whalen, will address.*

    Motion/second to approve an agreement with Arnold & Itkin LLP, Sunridge Law Group LLC, Law Office of Douglas Boxer, The Cracken Law Firm PC, The Finley Firm PC, Robert H. Smalley III and Tracey & Fox Law Firm to serve as attorneys for prosecuting the City's claims against persons and entities responsible for polluting the City's landfills and attendant personal and real property with PFAS by Commissioners Tinsley/Murray carried 7-0.

17. Consider, on first reading, amendments to Chapter 42, Environment, Article II, Nuisances. *Staff Attorney, Kelsey Carden, will present.*

Ms. Carden addressed the Commissioners stating that after the mid-year goals review, Staff researched what powers and resources for nuisance the City might have regarding a nuisance without a structure. Chapter 22 is our nuisance code for substandard structures, and Chapter 42 addresses other public nuisances. This amendment establishes a procedure to file an *in rem* action and mimics the procedures for abating substandard structures, allowing Staff to abate a condition. The City can lien the costs of the abatement against the property. While the City cannot intervene in civil matters between neighbors, this amendment will address a nuisance that is repeatedly causing injury to the public at large. It also reflects changes in the state law regarding appeal procedures and allows the City to hold event promoters accountable if they use City resources for unpermitted events.

Commissioner Murray asked if there are challenges to enforcement. Ms. Carden answered when the City gets an order to demolish a substandard structure, it is clear that the nuisance has been abated. In the case of an overgrown lot, it could be an ongoing issue, and we are unsure how the judge will view this. Additionally, it is unclear how the tax commissioner would handle foreclosures on these, for instance, how much of a lien would build up before the property is put up at a tax sale. The other challenge is Public Works resources which have been stretched thin. The money the City might recoup from these properties may come at a much slower rate as well.

18. ***Motion/second to approve, amendments to Chapter 42, Environment, Article II, Nuisances by Commissioners Tinsley/Murray carried 7-0.***

19. Consider authorizing travel for Mayor Doug Hollberg to attend the 2025 ACCG-GMA Legislative Policy Councils' Strategic Planning Meeting on September 16-17, 2025 at St. Simons Island, GA.

    Motion/second to authorize travel for Mayor Doug Hollberg to attend the 2025 ACCG-GMA Legislative Policy Councils' Strategic Planning Meeting on September 16-17, 2025 at St. Simons Island, GA by Commissioners Murray/Tinsley carried 7-0.

20. Consider authorizing travel for Commissioner Rodney McCord to attend the 2025 Robert E. Knox, Jr. Municipal Leadership Institute on September 10-13, 2025 at LaGrange, GA.

    Motion/second to authorize travel for Commissioner Rodney McCord to attend the 2025 Robert E. Knox, Jr. Municipal Leadership Institute on September 10-13, 2025 at LaGrange, GA by Commissioners Murray/Ward carried 7-0.

21. Consider authorizing travel for Commissioners Holly Murray, Truman Tinsley and Brad Wright to attend the 2025 GMA 2-day Fall Training on September 9-10, 2025 at LaGrange, GA.

    Motion/second to authorize travel for Commissioners Holly Murray, Truman Tinsley and Brad Wright to attend the 2025 GMA 2-day Fall Training on September 9-10, 2025 at LaGrange, GA by Commissioners Ward/Murray carried 7-0.

22. Consider executive session pursuant to O.C.G.A. 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; pursuant to O.C.G.A. Section 50-14-3(b)(1)(B) for the purpose of authorizing negotiations to purchase, dispose of, or lease property; and pursuant to O.C.G.A. Section 50-14-3(b)(2) for the purpose of discussing or deliberating upon the appointment, employment, compensation, hiring, disciplinary action or dismissal, or periodic evaluation or rating of a public officer or employee.

    Motion/second to enter Closed Session at 6:37 p.m. by Commissioners Tinsley/Murray 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. Thank you to Savannah Fenley for doing a wonderful job and thank you to Karen Bennett for the nomination.
2. Congratulations to the Iris City Golf Classic. This year's event raised the most money since the inception of the event.
3. The County has requested a committee for the 250th anniversary celebration of the United States next summer.
4. The GMA Fall District 4 meeting is on Sept. 4 in Temple. If you would like to go, Staff needs to RSVP. Please contact the City Manager's office to respond.

CITY ATTORNEY'S COMMENT

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 Ms. Fenley on her Strongest Link award. She stated the City has the greatest staff. She also thanked everyone who worked to make 2nd Saturday a success.

Wright: No comment.

Tinsley: Commissioner Tinsley expressed his excitement that GMA is looking at Griffin as a possible location for GMA training classes in the spring. It would be quite a windfall for our city.

McCord: Commissioner McCord stated we go to conferences in other cities, and it is exciting when we get a chance to showcase Griffin. We are constantly trying to get new businesses to come to our town and this would be a great chance to show others in the state what Griffin has to offer.

Hollberg: Mayor Hollberg thanked Staff for its exceptional service to our community.

ADJOURN

Motion/second to adjourn at 7:54 p.m. by Commissioners Ward/Wright carried 7-0.

_____ _____

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 with LJA Engineering, Inc. in the amount of $14,000.00 for the Shoal Creek C&D Landfill Aerial Lidar Mapping to produce the Remaining Capacity Report. *Director of Solid Waste, Todd Ennis, will address.*

SPECIAL CONSIDERATIONS OR CONCERNS:

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

STAFF RECOMMENDATION:

Staff recommends approval.

FINANCIAL IMPACT:

Funds were budgeted in professional services for FY26.

Submitted By:
Todd Ennis

Meeting Date:
26/08/2025

Reviewed By:
Jessica O'Connor

ATTACHMENTS:
Landfill TOF 2025 Remaining Capacity Report.pdf

TASK ORDER FORM

2025 SHOAL CREEK C&D LANDFILL REMAINING CAPACITY REPORT

for City of Griffin

Project No. GAPW3152-2056

August 13, 2025

LJA Engineering, Inc. (LJA) has prepared this Task Order Form (TOF) in accordance with the Master Services Agreement dated April 7, 2003 between the City of Griffin, Georgia and Paragon Consulting Group, Inc. (now fully merged with its parent company LJA Engineering, Inc.). This TOF has been prepared to provide our services to the City of Griffin related to Shoal Creek C&D Landfill.

SCOPE OF WORK

Aerial Lidar Survey & Remaining Capacity Report

The lidar data will be collected with a point density of not less than 20 points per square meter to support 2-foot mapping specifications. High resolution digital aerial photography will be acquired suitable for production of three-inch ortho imagery.
The 100' scale mapping will contain all planimetric features which are visible from the aerial photography including buildings, streams, ponds, trails, fences, walls, power poles, signs and stripes.

LJA will provide a volume comparison of the Aerial Lidar Survey and the 2024 remaining capacity surface. A preliminary Remaining Capacity Report will be provided for comparison to past results.

SCHEDULE

We anticipate the Aerial Lidar Survey and Remaining Capacity Report will be provided to the Client by Friday, October 17, 2025. To meet this schedule a signed TOF must be returned by Friday, August 29, 2025.

FEE ESTIMATE

In accordance with the Master Services Agreement, the project team will complete the task detailed above for a lump sum of **$14,000**.

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

AUTHORIZATION

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

City of Griffin, Georgia

Signature:_____

Date:_____

LJA Engineering, Inc.

Signature: _____
Brian K. Upson, P.E.
Sr. Vice President

Date: 8/13/25

Attested by:
City of Griffin, Georgia

Signature:_____

Date:_____

AGENDA ITEM SUMMARY

ITEM SUMMARY:

Consider the purchase of a 2025 CAT 950 WHA Wheel Loader in the amount of $339,489.00 from Yancey Brothers Inc, most responsive quote through GMA Lease Financing, which will replace unit #921. *Solid Waste Director, Todd Ennis, will address.*

SPECIAL CONSIDERATIONS OR CONCERNS:

The wheel loader will replace Unit# 921 in which the cost of the repairs has vastly increased due to wear and tear. Unit# 921 will be used as a backup loader during the maintenance of the new wheel loader.

STAFF RECOMMENDATION:

Staff recommends approval.

FINANCIAL IMPACT:

The capital item is budgeted for FY26.

Submitted By:
Todd Ennis

Meeting Date:
26/08/2025

Reviewed By:
Jessica O'Connor

ATTACHMENTS:
AGENDA ITEM YANCEY BROS.pdf
Yancey Quote.pdf
Dobbs Equipment Quote.pdf
Tractor & Equipment Company.pdf
Justification to Purchase Transfer Sation Wheel Loader FY26.pdf

Griffin
Growing TOGETHER

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

DATE: 8/18/25

Purchase Order No. 26-0096

Contract # and Expiration: 285084-03

FY26 EQUIPMENT PO

Contract With:

Vendor No. 3880

Vendor Name & Address

Yancey Bros
330 Lee Industrial Blvd
Austell, GA 30168
Robert_massenburg@yanceybros.com
Ph: 404-729-2132 Fax:

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

Freight is F.O.B. Destination

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

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

Deliver to:

City of Griffin
Dept: Landfill
575 Shoal Creek Drive
Griffin, GA 30224

Todd Ennis/ James Estle

Phone: 770-229-6421 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 E-VERIFY AFFADAVIT ON FILE PRIOR TO PO PROCESSING - On File? Y/N Y

Vehicles/equip per attached specifications	Account Number	Qty	UOM	Unit Price	Extended Totals
2025 950 WHA Wheel Loader	540 - 4531 - 54 - 2500 - 0000	1	ea	339,489.00	339,489.00
GMA Lease Financing	- - -				
	- - - -				
	- - - -				
	- - - -				
UNIT NO. of asset being surplused:		ARF attached?		**TOTAL $**	**339,489.00**
CAPITAL PROJ# CP2026-4531-9-18	(540-4531-54-9999-0000)				-339,489.00
	540-4500-11-7500-0000				339,489.00
Note: All deliveries are to be made to authorized COG Motorpool				****TOTAL $**	**339,489.00**

COG USE ONLY

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

3 Quotes

		APPROVALS	
	Dept request	Solid Waste/Todd Ennis 8/18/25	
	Agenda item copy	**Dept / Requestor / Date**	**Purchasing / Date** 8.21.25
	Fleet authorization	08/18/25	Deborah M Gilbert
	Leinholder info	**Department Mgr / Date**	**Finance Director / Date**
	Order (cc PF,SW,rqstr)		
	Invoicing/Delivery		
	Payment/MSO		
	Tag/Origs to Finance		
	Risk Mgmt	**City Manager / Date**	**BOARD / Date**
	Fixed Assets		

TERMS AND CONDITIONS OF PO / CONTRACT

ARTICLE 1 PURCHASE ORDER AUTHORIZATION

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

ARTICLE 2 PURCHASE ORDER NUMBER

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

ARTICLE 3 ACCEPTANCES

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

ARTICLE 4 PRICE

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

ARTICLE 5 DELIVERIES, TITLE AND RISK OF LOSS

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

ARTICLE 6 PARTS

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

ARTICLE 7 WARRANTIES

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

ARTICLE 8 REMEDIES

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

ARTICLE 9 CONFLICTS OF LAWS

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

ARTICLE 10 MODIFICATIONS

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

ARTICLE 11 PATENT INFRIGEMENT

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

ARTICLE 12 TERMINATIONS FOR CAUSE

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

ARTICLE 13 TERMINATIONS FOR CONVENIENCE

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

ARTICLE 14 ENTIRE AGREEMENTS

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

ARTICLE 15 WORKS ON PREMISES

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

ARTICLE 16 QUALITY GUARANTEE

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

ARTICLE 17 QUALITY TERMS

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

JUSTIFICATION – RECOMMENDATION TO PURCHASE

TYPE OF PURCHASE (BID#/QUOTE#/PO): PO

DATE (BID OPEN OR DATE SUBMITTED): 8/18/2025

TITLE OR DESCRIPTION: CAT 950 WHA WHEEL LOADER

RECOMMENDED SUPPLIER

COMPANY NAME: Yancey Bros Inc

CITY, STATE: Austell GA

AWARD/PO AMOUNT: 339,489.00

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. Yancey Bros Inc. $339,489.00
Quote #2. Tractor & Equpiment Company $335,000
Quote #3. Dobbs Equipment $339,599.00
Justification Statement:
Yancey Bros Inc. has a 5000 hour extended warranty included while Tractor & Equipment Company
warranty is a 2000 hour and Dobbs Equipment warranty is at a additional cost.

August 21, 2025

CITY OF GRIFFIN

PO DRAWER T
GRIFFIN
Georgia
30223

RE: Quote 285084-03

Dear Sir,

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

Caterpillar, Inc. Model: 950 WHA Wheel Loaders

STOCK NUMBER: EM2025981 **SERIAL NUMBER:** 0WL700283 **YEAR:** 2025 **SMU:** 8.90

MACHINE SPECIFICATIONS

950 WHEEL LOADER	590-6108
ELECTRICAL AR	590-6295
HYDRAULIC AR	590-6298
POWER TRAIN AR	590-6309
INTEGRATION AR	590-6301
INSTALLATION AR	590-6174
INSTALLATION AR	563-3710
CHASSIS AR	631-1559
OPERATOR AR	629-2129
LINKAGE, HIGH LIFT	590-6209
AXLE OIL COOLER READY, ED	590-6313
HYDRAULICS, 2V RC, 3/4V READY	590-6150
HYDRAULIC OIL, STANDARD	366-9912
STARTING, STANDARD	590-6272
LIGHTS, LED, INDUSTRIAL	590-6403
LEVERS 2V, STEERING JOYSTICK	536-1589
STEERING SYST, STD, JSTK	590-6264
COOLING CORES, 6 FPI	567-4726
FAN, REVERSING, VPF, ANSI	590-6144
ANTIFREEZE, -34C (-29F)	626-1926

AIR INLET PRECLEANER, TRASH	365-0121
FENDERS, NARROW	550-3413
SOUND SUPPRESSION, INDUSTRIAL	590-6242
LUBRICATION, MANUAL, HL, IND	590-6414
TRANSPORT GROUP, NO WORKTOOL	361-1437
LIGHT, WARNING BEACON	491-7467
LIGHTS, REVERSING STROBE	569-4049
LIGHT, SEAT BELT WARNING	460-7450
GUARD, HINGED, POWERTRAIN	569-8171
TOOL BOX	558-0974
GUARD, TILT CYLINDER	590-6354
OIL CHANGE SYSTEM, HIGH SPEED	563-3741
WHEEL CHOCKS	590-6285
SERIALIZED TECHNICAL MEDIA KIT	421-8926
LANE 3 ORDER	0P-9003
OMISSION, RIMS ONLY	631-0642
PACK, DOMESTIC TRUCK LESS TIRE	0P-0311
INDUSTRIAL PACKAGE	590-6252
COUNTERWEIGHT, AUXILIARY	590-6333
PRODUCT LINK, CELLULAR PLE642	634-7287
QUICK COUPLER READY, HL	590-6348
CAB, DELUXE, STRG JOYSTICK	558-7419
REGIONAL PKG 14A, AM-N, JSTK	590-6117
AXLES, AUTO/AUTO, SGR, JSTK	590-6330
WINDOWS, RUBBER MTD, FNT GUARD	506-0260
TECHNOLOGY, PAYLOAD, ASSIST	558-7457
FILTRATION, STANDARD	597-9184
BKTA WLC ST 119" 8.00YD3 PO	516-2903
Solid Smooth Tires (SETCO)	

SELL PRICE	339,489
EXT WARRANTY	Included
NET BALANCE DUE	**339,489**
TOTAL QUOTE PRICE	**339,489**

WARRANTY

Standard Warranty:	12 months/unlimited hours
Extended Warranty:	950-12 MO/8760 HR PREMIER, 950-60 MO/5000 HR PREMIER

F.O.B/TERMS:

WARRANTY COVERAGE

Type	Start Date	Expire Date	Description	Claim Class Group	Monthly	Serv	H/M Ind
12MP	Jul 02, 2025	Jul 01, 2026	12/UNLIMITED PREMIER	NEW	12	8760	H
CI03	Jul 02, 2025	Jul 01, 2030	5YR/5000HR PWT + HYDS	VA	60	5000	H
EMIS	Jul 02, 2025	Jul 01, 2030	EMISSIONS 60M/3000H		60	3000	H
TTM	Jul 02, 2025	Jul 01, 2026	1ST YEAR TT&M	NEW	12	8760	H

Accepted by_____ **on** _____

_____
Signature

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

Sincerely,

Robert Massenburg
Machine Sales Representative

Tractor & Equipment Company

Serving the Southeast Since 1943.

June 12, 2025

City of Griffin
Mr. Todd Ennis

Tractor & Equipment Company is pleased to quote the following new machines:

- **(2) Komatsu WA320-8 WH w/ enclosed, climated-controlled cab w/ ROPS**

Equipped as follows:

- Komatsu Care
  - 36 months, 2000 hours (PM)
  - 12 months, 2000 hours (Warranty)
- Komtrax
- Komatsu Tier 4 Final
- 2 Spool, standard boom, standard bucket cylinder, standard counterweight
- WA320-8WH package (pg.2)
- Rockland Bucket:
  - 4.0 yd bucket w/ rubber edge
- SETCO Solid Tires and rims

1- Shipping M1 : Griffin, GA..... $335,000

The pricing given as of 06/12/25 is subject to change.

Thank you for giving us the opportunity.

Todd Burford
TEC

Quotations subject to change without notice. All agreements contingent upon strikes, accidents and other Conditions beyond our control. All contracts are subject to approval by an officer of the company

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Waste-Handling Package
(WA-320-8)

WA320-8WH

- LSD axles
- Articulation guard
- Axle seal guards
- Bucket cylinder guard
- Cooling screens
- Front frame under-guard
- Front light guards
- Front window guard
- Rear frame under-guard
- Rear frame PT guard
- Rear light guards
- Boom cylinder-hose sleeves
- Beacon light
- Fender reinforcement
- Fire Suppression

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JOHN DEERE | DOBBS EQUIPMENT

June 26, 2025

Prepared For: City of Griffin Solid Waste

Item: One (1) John Deere 644P Waste Handler - High Lift

Code	Description	List Price
6051DW	644P Wheel Loader	380,532.00
183E	JD Link	0.00
0259	English Operators Manual	0.00
0401	Waste Handler Arrangement	0.00
0452	High Lift Z-Bar	6,437.00
0614	Level 1 Trim	0.00
0654	Level 1 Performance	0.00
0951	Rear Camera (Primary Display)	0.00
1100	Less Detection System	0.00
1301	Left Side Steps	0.00
1602	Steering Wheel	0.00
2201	Less Payload Scale	126.00
4069	John Deere 6.8L - Final Tier 4/Stage V Engine	39,975.00
5100	Less Wheels & Tires	0.00
6520	Less Counterweight & Rear Hitch	-1,506.00
7026	Joystick Controls - Loader	0.00
7407	Field Bucket Ready: Pins Only	852.00
8501	Debris Package - Reversing Fan, Centrifugal Precleaner	3,628.00
8505	Guards - Transmission & Bottom	2,717.00
Total List Price		432,761.00
	GA State Contract 99999-001-SPD0000177-023A - 37% Discount	-160,121.57
Subtotal		**272,639.43**
	Dealer Added Items	
	Factory Freight	5,500.00
	PreDelivery Inspection/Setup	3,250.00
	GR Manufacturing Waste Handler Package**	32,429.00
	8 yd3 Rockland LM Waste Handling Bucket - Rubber Edge	17,760.00
	Maxam 23.5R25 Solid Rubber Tires	36,717.00
	Hydraulic Opening Extreme Duty Bottom Guards	8,912.00
	1 Year/Unlimited Hour Comprehensive Warranty	NC
	5 Year/5,000 Hour Powertrain + Hydraulic Warranty	6,495.00
	Delivery to Griffin	1,500.00
Subtotal		**112,563.00**
	Total GA State Contract Price	$385,202.43
	Dobbs One Time Discretionary Discount	-$45,643.43
	Total Sale Price	**339,559.00**

Sincerely,

Blake Smith
Senior Account Manager
470.694.1269
blake.smith@dobbsequipment.com

****GR Waste Handler Package Includes the following:**
Axle Seal Guards
Boom Cylinder Hydraulic Line & Cavity Guards
Bucket Cylinder Hydraulic Line/Rod/Sensor Guard
Articulation Joint Guards
Hydraulic Tank & Cab Entry Step Guard
Extreme Service Transmission Side Guards
Extreme Service Loader Frame Front Cover
Extreme Service Guards for Loader Drive, Work, & Turn Lights
Cab Window Guards
Rear Loader Frame Guard
4th Gear Disabled
Strobe Light, Fold Down - Rear Cab Mounted
Lower Boom & Bucket Grease Fitting Guards
Rear Access Platforms with Flexible Step, Hand Holds & Tie Downs
Battery Disconnect Switch
Compartment Guard
Precleaner Screen Kit
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Battery Disconnect Switch
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Tractor & Equipment Company

Serving the Southeast Since 1943.

June 12, 2025

City of Griffin
Mr. Todd Ennis

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TEC

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June 12, 2025

Waste-Handling Package
(WA-320-8)

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- Fender reinforcement
- Fire Suppression

Quotations subject to change without notice. All agreements contingent upon strikes, accidents and other Conditions beyond our control. All contracts are subject to approval by an officer of the company

Griffin
Growing, TOGETHER

JUSTIFICATION – RECOMMENDATION TO PURCHASE

TYPE OF PURCHASE (BID#/QUOTE#/PO): PO

DATE (BID OPEN OR DATE SUBMITTED): 8/18/2025

TITLE OR DESCRIPTION: CAT 950 WHA WHEEL LOADER

RECOMMENDED SUPPLIER

COMPANY NAME: Yancey Bros Inc

CITY, STATE: Austell GA

AWARD/PO AMOUNT: 339,489.00

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Quote #3. Dobbs Equipment $339,599.00
Justification Statement:
Yancey Bros Inc. has a 5000 hour extended warranty included while Tractor & Equipment Company
warranty is a 2000 hour and Dobbs Equipment warranty is at a additional cost.

AGENDA ITEM SUMMARY

ITEM SUMMARY:

Consider Addendum to an existing agreement with Lexipol, for all services to add Single Sign On capabilities for ar initial 12 month term of $0.00 and subsequent terms in the amount of $936.00. *Chief Technology Officer, Gibb Cotton, will address.*

SPECIAL CONSIDERATIONS OR CONCERNS:

Lexipol, Police One Academy, is an online training tool that gives the Police Department access to thousands of online police training, as well as many more trainings involving first responder courses. This training will assist the Griffin Police Department in further pursuing more training for its officers. The Griffin Fire Department also utilizes Lexipol for training. This addendum will add Single Sign On capabilities to all Lexipol services increasing security and ease of use for all City of Griffin users.

STAFF RECOMMENDATION:

Staff recommends approval.

FINANCIAL IMPACT:

The initial term will be at no cost to Griffin, subsequent terms will be at a cost of $936.00 annually.

Submitted By:
Gibb Cotton

Meeting Date:
26/08/2025

Reviewed By:
Jessica O'Connor

ATTACHMENTS:
8.15.25 SSO Addendum to Lexipol MSA[20].pdf
Lexipol MSA 2024.pdf

LEXIPOL

Addendum to existing Agreement between Lexipol and Griffin Police Department Georgia.

Initial Term Start Date: 08/01/2025 **Initial Term End Date:** 07/31/2027

Through this Addendum, Lexipol will provide the following additional Service(s):

Order Summary

001 Year 2 SSO (2025-08-01 to 2026-07-31)						
Qty	Description	Unit Price	Disc (%)	Disc Amount	Tax Amount	Extended
1	Single Sign On (SSO)	$1,040.00	100%	$1,040.00	$0.00	$0.00
			Discount:	$1,040.00	Subtotal:	$0.00

002 Year 2 SSO (2026-08-01 to 2027-07-31)						
Qty	Description	Unit Price	Disc (%)	Disc Amount	Tax Amount	Extended
1	Single Sign On (SSO)	$1,040.00	10%	$104.00	$0.00	$936.00
			Discount:	$104.00	Subtotal:	$936.00

Terms and Conditions: The Service(s) provided by Lexipol pursuant to this Addendum shall run concurrently with the Service(s) in the original Agreement to which this Addendum applies, pro-rated accordingly where applicable. All terms and conditions of Service from the original Agreement shall apply to the Service(s) added through this Addendum, and unless otherwise specifically noted herein, all other portions of the original Agreement shall remain in full force and effect. Any capitalized terms used but not defined herein shall use the definitions applied to them in the original Agreement. The subscription agreement is authorized and approved by:

City of Griffin

Signature: _____

Print Name: Douglas S. Hollberg

Title: Mayor

Date Signed: _____

Attest: _____
Jessica W. O'Connor, Secretary

Approved as to Form: Andrew J. Whalen, III
Andrew J. Whalen, III, City Attorney

Lexipol, LLC

Signature:

Print Name: _____

Title: _____

Date Signed: _____

Lexipol Single Sign-On

Lexipol's Single-Sign On provides your users with the convenience of a single password across platforms. The integration works with devices connected to your agency network (physically in the office or connected via VPN).

- Enable your staff to log into Lexipol's policy management platform (KMS) and/or online learning platform (LMS) using the credentials they use to access your agency's system.
- Ensure secure credential authorization with no passwords exchanged in the process.
- Provide access for individual users or groups, you control which employees can access Lexipol applications.
- Automatically handle user email changes and provide instant access to our system for new users already set up in your identity provider.

LEXIPOL

MASTER SERVICE AGREEMENT

Agency's Name:	City of Griffin (GA)
Agency's Address:	C/O Griffin Police Department 234 N. Hill St. Griffin, Georgia 30223
Agency's Sourcewell Member ID:	29765
Attention:	
Sales Rep:	Bennett Wixon
Lexipol's Address:	2611 Internet Boulevard, Suite 100 Frisco, Texas 75034
Effective Date:	_____ (to be completed by Lexipol upon receipt of signed Agreement)

This Master Service Agreement (the "Agreement") is entered into by and between Lexipol, LLC, a Delaware limited liability company ("Lexipol"), and the department, entity, or organization referenced above ("Agency"). This Agreement consists of:

(a) this **Cover Sheet**
(b) **Exhibit A** - Selected Services and Associated Fees
(c) **Exhibit B** - Terms and Conditions of Service

Each individual signing below represents and warrants that they have full and complete authority to bind the party on whose behalf they are signing to all terms and conditions contained in this Agreement.

City of Griffin (GA)		**Lexipol, LLC**	
Signature:	_____	Signature:	_____
Print Name:	Douglas S. Hollberg	Print Name:	_____
Title:	Mayor	Title:	_____
Date Signed:	_____	Date Signed:	_____

Attest: _____
Jessica W. O'Connor, Secretary

Approved as to Form: _____
Andrew J. Whalen, III, City Attorney

Exhibit A

SELECTED SERVICES AND ASSOCIATED FEES

Agency is purchasing the following:

Annual Susbcription

QTY	DESCRIPTION	UNIT PRICE	SOURCEWELL DISC	DISC AMT	EXTENDED
86	PoliceOne Academy Annual Rate With OLL Services (12 Months)	USD 79.00	5%	USD 339.70	USD 6,454.30
	Subscription Line Items Total			**USD 339.70**	**USD 6,454.30**
				USD 339.70	**USD 6,454.30**

Annual Susbcription Sourcewell Discount:	USD 339.70
Annual Susbcription TOTAL:	USD 6,454.30

Exhibit B
Terms and Conditions of Service

These Terms and Conditions of Service (the "Terms") govern the rights and obligations of Lexipol and Agency under this Agreement. Lexipol and Agency may each be referred to herein as a "Party" and collectively as the "Parties."

1. Definitions. Each of the following capitalized terms will have the meaning included in this Section. Other capitalized terms are defined within their respective sections, below.

1.1 "Agency" means the department, agency, office, organization, company, or other entity purchasing and/or subscribing to Lexipol Services, as may be further denoted on the cover sheet to which these Terms are attached.

1.2 "Agency Data" means all data, information, and content owned by Agency prior to the Effective Date, or which Agency provides during the Term of this Agreement for purposes of identifying authorized users, confirming departmental information, or which are ancillary to receipt of Lexipol Services.

1.3 "Agreement" means the combination of the cover sheet (signature page); Exhibit A ("Selected Services and Associated Fees"); this Exhibit B; and any other documents attached hereto and expressly incorporated herein by reference.

1.4 "Effective Date" means the date specified on the cover sheet (signature page), or as otherwise expressly set forth and agreed upon by Lexipol and Agency in writing and defined as the "Effective Date."

1.5 "Initial Term" means the period commencing on the Effective Date and continuing for the length of time indicated on Exhibit A. If not so indicated, the default Initial Term is one (1) year from the Effective Date.

1.6 "Lexipol Content" means all content in any format including but not limited to written content, images, videos, data, information, and software multimedia provided by Lexipol and/or its licensors via the Services.

1.7 "Services" means all products and services, including but not limited to all software subscriptions, content licensing, professional services, and ancillary support services as may be offered by Lexipol and/or its affiliates from time to time.

2. Term; Renewal. This Agreement becomes enforceable upon signature by Agency's authorized representative, with an Effective Date as indicated on the cover page. This Agreement shall renew for four (4) optional successive one-year periods (each, a "Renewal Term") on the anniversary of the Effective Date unless terminated as set forth herein. The Initial Term and all Renewal Terms collectively comprise the "Term" of this Agreement.

3. Termination.

3.1 For Convenience; Non-Appropriation. This Agreement may be terminated by Agency at any time for convenience (including due to lack of appropriation of funds) by providing written notice to Lexipol.[1]

3.2 For Cause. This Agreement may be terminated by either party, effective immediately, (a) in the event the other party fails to discharge any obligation, including payment obligations, or remedy any default hereunder for a period of more than thirty (30) calendar days after it has been provided written notice of such failure or default; or (b) in the event that the other party makes an assignment for the benefit of creditors or commences or has commenced against it any proceeding in bankruptcy, insolvency or reorganization pursuant to the bankruptcy laws of any applicable jurisdiction.

3.3 Effect of Expiration or Termination. Upon the expiration or termination of this Agreement for any reason, Agency's access to the Services ordered pursuant to Exhibit A herein shall cease unless Lexipol has, in its sole discretion, provided for their limited continuation. Termination or expiration of this Agreement shall not, however, relieve either party from any obligation or liability that has accrued under this Agreement prior to the date of such termination or expiration, including payment obligations.

[1] Note: fees paid for Online Services (as defined herein) are not eligible for refund, proration, or offset in the event of Agency's termination for convenience as Online Services are delivered in full as of the Effective Date. Fees pre-paid for Professional Services may be eligible for offset to the extent such Services have not been delivered by Lexipol to Agency.

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4. **Fees; Invoicing**. Lexipol will invoice Agency at the commencement of the Initial Term and thirty (30) days prior to the commencement of each Renewal Term, if applicable. Agency agrees to remit payment within thirty (30) calendar days of receipt of Lexipol's invoice. Payments may be made electronically through Lexipol's online customer portal or by mailing a check to Lexipol at 2611 Internet Blvd, Ste. 100, Frisco, TX 75034 (Attn: Accounts Receivable). Agency is responsible for all third-party fees (e.g., wire fees, bank fees, credit card processing fees) incurred when paying electronically, and such fees are in addition to those listed on Exhibit A. Lexipol reserves the right to increase fees for Renewal Terms following thirty (30) days advanced notice to Agency. All fee amounts stated in Exhibit A are exclusive of taxes. Unless otherwise exempt, Agency is responsible for and will pay in full all taxes related to receipt of Lexipol's Services. If Agency is exempt, it must send its exemption certificate(s) to taxes@lexipol.com.

5. **Terms of Service**. The following provisions govern access to and use of specific Lexipol's Services:

5.1 **Online Services**. Lexipol's Online Services include all online services offered by Lexipol and its partners, affiliates, and licensors. Online Services include, without limitation, Lexipol's Policy Knowledge Management System ("KMS"), Learning Management System ("LMS")[2], Cordico wellness application(s), GrantFinder, and Virtual Instructor-Led Training (collectively, the "Online Services").

5.2 **Professional Services**. Lexipol's Professional Services include certain paid Services that are not part of Lexipol's Online Services and which require the professional expertise of Lexipol personnel and/or contractors, including implementation support for policy manuals, technical support for online learning, accreditation consulting, grant writing[3], and projects requiring regular input from Lexipol's subject matter experts (collectively, "Professional Services"). Professional Services may also be referred to as "One-Time" Services on Exhibit A.

5.3 **Intellectual Property**. Lexipol's Services, and the Lexipol Content underlying such Services, are proprietary and, where applicable, protected under U.S. copyright, trademark, patent, and/or other applicable laws. By subscribing to Lexipol's Online Services, Agency and its personnel receive a personal, limited, non-sublicensable and non-assignable license to access and use such Services in conformity with these Terms. Nothing contained in this Agreement, and no course of dealing, shall be construed as conferring any right of ownership to Lexipol's Services or Lexipol Content. Lexipol's policy Content may be incorporated into Agency's final policies[4], including beyond the expiration or termination of this Agreement, but Agency may not create other Derivative Works, share Lexipol Content with third parties, or commercialize Lexipol Content in any way. As used herein, other "Derivative Works" include any work product based on or which incorporates Lexipol Content, including any revision, modification, abridgement, condensation, expansion, compilation, or any other form in which Lexipol Content, or any portion thereof, is recast, transformed, or adapted. Agency acknowledges and agrees that Lexipol shall have no responsibility to update the Lexipol Content used by Agency beyond the Term of this Agreement and that Lexipol shall have no liability for Agency's creation or use of Derivative Works.

5.4 **Account Security**. Access to Lexipol's Services is personal and unique to Agency. Agency shall not assign, transfer, or provide access to Lexipol Services to any third party without Lexipol's prior written consent. Agency is responsible for maintaining the security and confidentiality of Agency's usernames and passwords and the security of Agency's accounts. Agency will immediately notify Lexipol if Agency becomes aware that any person or entity other than authorized Agency personnel has used Agency's account or Agency's usernames and/or passwords.

5.5 **Agency Data.** Lexipol's use of Agency Data is limited to providing the Services, retaining records in the regular course of business, and complying with valid legal obligations. Lexipol will use commercially reasonable efforts to ensure the security of all Agency Data. Lexipol's Services use the Secure Socket Layer (SSL) protocol, which encrypts information as it travels between Lexipol and Agency. However, data transmission on the internet is not always 100% secure and Lexipol cannot and does not warrant that information Agency transmits to or through Lexipol or the Services is 100% secure.

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[2] LMS Services include, but are not limited to: PoliceOne Academy, FireRescue1 Academy, EMS1 Academy, Corrections1 Academy, and LocalGovU.

[3] Agency is responsible for submitting all information reasonably required by Lexipol's grant writing team in a timely manner and always at least five (5) days prior to each grant application submission date. Agency is responsible submissions of final grant applications by grant deadlines. Failure to timely submit required materials to Lexipol's grant writing team will result in rollover of project fees to next grant application cycle, not a refund of fees. Requests for cancellation of grant writing services which have already begun will result in a 50% fee of the total value of the service.

[4] NOTE: AGENCY ACKNOWLEDGES AND AGREES THAT, PRIOR TO USE OR FINAL PUBLICATION BY AGENCY, ALL AGENCY POLICIES AND DAILY TRAINING BULLETINS (DTBs) HAVE BEEN INDIVIDUALLY REVIEWED AND ADOPTED BY AGENCY. AGENCY ACKNOWLEDGES AND AGREES THAT IT, AND NOT LEXIPOL, WILL BE CONSIDERED THE "POLICY MAKER" WITH REGARD TO EACH AND EVERY SUCH POLICY AND DTB.

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6. **Confidentiality**. Each Party may disclose information to the other Party that would be reasonably considered confidential, including Agency Data (collectively, "Confidential Information"). The receiving Party will: (a) limit disclosure of any such Confidential Information to authorized representatives; (b) advise its personnel and agents of the confidential nature of the Confidential Information and of the obligations set forth in this Agreement; and (c) not disclose any Confidential Information to any third party unless expressly authorized by the disclosing Party. Each Party may disclose Confidential Information pursuant to a valid governmental, judicial, or administrative order, subpoena, regulatory request, or equivalent, provided that the disclosing Party promptly notifies, to the extent practicable, the other Party prior to such disclosure so that the other party may seek to make such disclosure subject to a protective order or other appropriate remedy to preserve the confidentiality of the Confidential Information.

7. **Warranty.** LEXIPOL WARRANTS THAT ITS SERVICES SHALL NOT INFRINGE THE RIGHTS OR INTELLECTUAL PROPERTY OF OTHERS, ARE PROVIDED IN A PROFESSIONAL AND WORKMANLIKE MANNER IN ACCORDANCE WITH PREVAILING INDUSTRY STANDARDS, AND THAT THEY SHALL BE FIT FOR THE SPECIFIC PURPOSES SET FORTH HEREIN. NOTWITHSTANDING THE FOREGOING, LEXIPOL'S SERVICES ARE PROVIDED "AS-IS" AND LEXIPOL DISCLAIMS ALL OTHER WARRANTIES, EXPRESS, IMPLIED, OR OTHERWISE.

8. **Indemnification; Limitation of Liability.** Lexipol will indemnify, defend, and hold harmless Agency from and against any and all loss, liability, damage, claim, cost, charge, demand, fine, penalty, or expense arising directly and solely out of Lexipol's acts or omissions in providing the Services. Each Party's cumulative liability resulting from any claims, demands, or actions arising out of or relating to this Agreement shall not exceed the aggregate amount of fees paid by Agency to Lexipol during the twelve-month period immediately prior to the assertion of such claim, demand, or action. In no event shall either Party be liable for indirect, incidental, consequential, special, exemplary damages, or lost profits.

9. **General Terms**.

9.1 **Entire Agreement**. This Agreement embodies the entire agreement between the Parties and supersedes all prior agreements with respect to the subject matter hereof. No representation, promise, or statement of intention has been made by either party that is not embodied herein. Terms and conditions set forth in any purchase order or other document that are inconsistent with or in addition to the terms and conditions set forth in this Agreement are rejected in their entirety and void, regardless of when received, without further action. No amendment, modification, or supplement to this Agreement shall be binding unless it is made in writing and signed by both parties.

9.2 **General Interpretation**. The terms of this Agreement have been chosen by the parties hereto to express their mutual intent. This Agreement shall be construed equally against each party without regard to any presumption or rule requiring construction against the party who drafted this Agreement or any portion thereof.

9.3 **Invalidity of Provisions**. Each provision contained in this Agreement is distinct and severable. A declaration of invalidity or unenforceability of any provision or portion thereof shall not affect the validity or enforceability of any other provision. Should any provision or portion thereof be held to be invalid or unenforceable, the parties agree that the reviewing authority should endeavor to give effect to the parties' intention as reflected in such provision to the maximum extent possible.

9.4 **Governing Law**. Each party shall maintain compliance with all applicable laws, rules, regulations, and orders relating to its obligations pursuant to this Agreement. This Agreement shall be construed in accordance with, and governed by, the laws of the state in which Agency is located, without giving effect to any choice of law doctrine that would cause the law of any other jurisdiction to apply.

9.5 **Assignment**. This Agreement may not be assigned by either party without the prior written consent of the other. Notwithstanding the foregoing, this Agreement may be assumed by a party's successor in interest through merger, acquisition, or consolidation without additional notice or consent.

9.6 **Waiver**. Either party's failure to exercise, or delay in exercising, any right or remedy under any provision of this Agreement shall not constitute a waiver of such right or remedy.

9.7 **Notices**. Any notice required hereunder shall be in writing and shall be made by certified mail (postage prepaid) to known, authorized recipients at such address as each party may indicate from time to time. In addition, electronic mail (email) to established and authorized recipients is acceptable when acknowledged by the receiving party.

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LEXIPOL

MASTER SERVICE AGREEMENT

Agency's Name:	City of Griffin (GA)
Agency's Address:	C/O Griffin Police Department 234 N. Hill St. Griffin, Georgia 30223
Agency's Sourcewell Member ID:	29765
Attention:	
Sales Rep:	Bennett Wixon
Lexipol's Address:	2611 Internet Boulevard, Suite 100 Frisco, Texas 75034
Effective Date:	_____ (to be completed by Lexipol upon receipt of signed Agreement)

This Master Service Agreement (the "Agreement") is entered into by and between Lexipol, LLC, a Delaware limited liability company ("Lexipol"), and the department, entity, or organization referenced above ("Agency"). This Agreement consists of:

(a) this **Cover Sheet**
(b) **Exhibit A** - Selected Services and Associated Fees
(c) **Exhibit B** - Terms and Conditions of Service

Each individual signing below represents and warrants that they have full and complete authority to bind the party on whose behalf they are signing to all terms and conditions contained in this Agreement.

City of Griffin (GA)		**Lexipol, LLC**	
Signature:		Signature:	
Print Name:	Douglas S. Hollberg	Print Name:	Jan Roos
Title:	Mayor	Title:	Vice President & General Counsel
Date Signed:	9.11.2024	Date Signed:	9-3-2024
Attest:	Jessica W. O'Connor, Secretary		
Approved as to Form:	Andrew J. Whalen, III Andrew J. Whalen, III, City Attorney		

Exhibit A

SELECTED SERVICES AND ASSOCIATED FEES

Agency is purchasing the following:

Annual Susbcription

QTY	DESCRIPTION	UNIT PRICE	SOURCEWELL DISC	DISC AMT	EXTENDED
86	PoliceOne Academy Annual Rate With OLL Services (12 Months)	USD 79.00	5%	USD 339.70	USD 6,454.30
	Subscription Line Items Total			**USD 339.70**	**USD 6,454.30**
				USD 339.70	**USD 6,454.30**

Annual Susbcription Sourcewell Discount:	USD 339.70
Annual Susbcription TOTAL:	USD 6,454.30

Exhibit B
Terms and Conditions of Service

These Terms and Conditions of Service (the "Terms") govern the rights and obligations of Lexipol and Agency under this Agreement. Lexipol and Agency may each be referred to herein as a "Party" and collectively as the "Parties."

1. **Definitions**. Each of the following capitalized terms will have the meaning included in this Section. Other capitalized terms are defined within their respective sections, below.

1.1 "Agency" means the department, agency, office, organization, company, or other entity purchasing and/or subscribing to Lexipol Services, as may be further denoted on the cover sheet to which these Terms are attached.

1.2 "Agency Data" means all data, information, and content owned by Agency prior to the Effective Date, or which Agency provides during the Term of this Agreement for purposes of identifying authorized users, confirming departmental information, or which are ancillary to receipt of Lexipol Services.

1.3 "Agreement" means the combination of the cover sheet (signature page); Exhibit A ("Selected Services and Associated Fees"); this Exhibit B; and any other documents attached hereto and expressly incorporated herein by reference.

1.4 "Effective Date" means the date specified on the cover sheet (signature page), or as otherwise expressly set forth and agreed upon by Lexipol and Agency in writing and defined as the "Effective Date."

1.5 "Initial Term" means the period commencing on the Effective Date and continuing for the length of time indicated on Exhibit A. If not so indicated, the default Initial Term is one (1) year from the Effective Date.

1.6 "Lexipol Content" means all content in any format including but not limited to written content, images, videos, data, information, and software multimedia provided by Lexipol and/or its licensors via the Services.

1.7 "Services" means all products and services, including but not limited to all software subscriptions, content licensing, professional services, and ancillary support services as may be offered by Lexipol and/or its affiliates from time to time.

2. **Term; Renewal**. This Agreement becomes enforceable upon signature by Agency's authorized representative, with an Effective Date as indicated on the cover page. This Agreement shall renew for four (4) optional successive one-year periods (each, a "Renewal Term") on the anniversary of the Effective Date unless terminated as set forth herein. The Initial Term and all Renewal Terms collectively comprise the "Term" of this Agreement.

3. **Termination**.

3.1 For Convenience; Non-Appropriation. This Agreement may be terminated by Agency at any time for convenience (including due to lack of appropriation of funds) by providing written notice to Lexipol.[1]

3.2 For Cause. This Agreement may be terminated by either party, effective immediately, (a) in the event the other party fails to discharge any obligation, including payment obligations, or remedy any default hereunder for a period of more than thirty (30) calendar days after it has been provided written notice of such failure or default; or (b) in the event that the other party makes an assignment for the benefit of creditors or commences or has commenced against it any proceeding in bankruptcy, insolvency or reorganization pursuant to the bankruptcy laws of any applicable jurisdiction.

3.3 Effect of Expiration or Termination. Upon the expiration or termination of this Agreement for any reason, Agency's access to the Services ordered pursuant to Exhibit A herein shall cease unless Lexipol has, in its sole discretion, provided for their limited continuation. Termination or expiration of this Agreement shall not, however, relieve either party from any obligation or liability that has accrued under this Agreement prior to the date of such termination or expiration, including payment obligations.

[1] Note: fees paid for Online Services (as defined herein) are not eligible for refund, proration, or offset in the event of Agency's termination for convenience as Online Services are delivered in full as of the Effective Date. Fees pre-paid for Professional Services may be eligible for offset to the extent such Services have not been delivered by Lexipol to Agency.

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4. **Fees; Invoicing**. Lexipol will invoice Agency at the commencement of the Initial Term and thirty (30) days prior to the commencement of each Renewal Term, if applicable. Agency agrees to remit payment within thirty (30) calendar days of receipt of Lexipol's invoice. Payments may be made electronically through Lexipol's online customer portal or by mailing a check to Lexipol at 2611 Internet Blvd, Ste. 100, Frisco, TX 75034 (Attn: Accounts Receivable). Agency is responsible for all third-party fees (e.g., wire fees, bank fees, credit card processing fees) incurred when paying electronically, and such fees are in addition to those listed on Exhibit A. Lexipol reserves the right to increase fees for Renewal Terms following thirty (30) days advanced notice to Agency. All fee amounts stated in Exhibit A are exclusive of taxes. Unless otherwise exempt, Agency is responsible for and will pay in full all taxes related to receipt of Lexipol's Services. If Agency is exempt, it must send its exemption certificate(s) to taxes@lexipol.com.

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5.5 Agency Data. Lexipol's use of Agency Data is limited to providing the Services, retaining records in the regular course of business, and complying with valid legal obligations. Lexipol will use commercially reasonable efforts to ensure the security of all Agency Data. Lexipol's Services use the Secure Socket Layer (SSL) protocol, which encrypts information as it travels between Lexipol and Agency. However, data transmission on the internet is not always 100% secure and Lexipol cannot and does not warrant that information Agency transmits to or through Lexipol or the Services is 100% secure.

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[2] LMS Services include, but are not limited to: PoliceOne Academy, FireRescue1 Academy, EMS1 Academy, Corrections1 Academy, and LocalGovU.

[3] Agency is responsible for submitting all information reasonably required by Lexipol's grant writing team in a timely manner and always at least five (5) days prior to each grant application submission date. Agency is responsible submissions of final grant applications by grant deadlines. Failure to timely submit required materials to Lexipol's grant writing team will result in rollover of project fees to next grant application cycle, not a refund of fees. Requests for cancellation of grant writing services which have already begun will result in a 50% fee of the total value of the service.

[4] NOTE: AGENCY ACKNOWLEDGES AND AGREES THAT, PRIOR TO USE OR FINAL PUBLICATION BY AGENCY, ALL AGENCY POLICIES AND DAILY TRAINING BULLETINS (DTBs) HAVE BEEN INDIVIDUALLY REVIEWED AND ADOPTED BY AGENCY. AGENCY ACKNOWLEDGES AND AGREES THAT IT, AND NOT LEXIPOL, WILL BE CONSIDERED THE "POLICY MAKER" WITH REGARD TO EACH AND EVERY SUCH POLICY AND DTB.

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6. **Confidentiality**. Each Party may disclose information to the other Party that would be reasonably considered confidential, including Agency Data (collectively, "Confidential Information"). The receiving Party will: (a) limit disclosure of any such Confidential Information to authorized representatives; (b) advise its personnel and agents of the confidential nature of the Confidential Information and of the obligations set forth in this Agreement; and (c) not disclose any Confidential Information to any third party unless expressly authorized by the disclosing Party. Each Party may disclose Confidential Information pursuant to a valid governmental, judicial, or administrative order, subpoena, regulatory request, or equivalent, provided that the disclosing Party promptly notifies, to the extent practicable, the other Party prior to such disclosure so that the other party may seek to make such disclosure subject to a protective order or other appropriate remedy to preserve the confidentiality of the Confidential Information.

7. **Warranty.** LEXIPOL WARRANTS THAT ITS SERVICES SHALL NOT INFRINGE THE RIGHTS OR INTELLECTUAL PROPERTY OF OTHERS, ARE PROVIDED IN A PROFESSIONAL AND WORKMANLIKE MANNER IN ACCORDANCE WITH PREVAILING INDUSTRY STANDARDS, AND THAT THEY SHALL BE FIT FOR THE SPECIFIC PURPOSES SET FORTH HEREIN. NOTWITHSTANDING THE FOREGOING, LEXIPOL'S SERVICES ARE PROVIDED "AS-IS" AND LEXIPOL DISCLAIMS ALL OTHER WARRANTIES, EXPRESS, IMPLIED, OR OTHERWISE.

8. **Indemnification; Limitation of Liability.** Lexipol will indemnify, defend, and hold harmless Agency from and against any and all loss, liability, damage, claim, cost, charge, demand, fine, penalty, or expense arising directly and solely out of Lexipol's acts or omissions in providing the Services. Each Party's cumulative liability resulting from any claims, demands, or actions arising out of or relating to this Agreement shall not exceed the aggregate amount of fees paid by Agency to Lexipol during the twelve-month period immediately prior to the assertion of such claim, demand, or action. In no event shall either Party be liable for indirect, incidental, consequential, special, exemplary damages, or lost profits.

9. **General Terms**.

9.1 Entire Agreement. This Agreement embodies the entire agreement between the Parties and supersedes all prior agreements with respect to the subject matter hereof. No representation, promise, or statement of intention has been made by either party that is not embodied herein. Terms and conditions set forth in any purchase order or other document that are inconsistent with or in addition to the terms and conditions set forth in this Agreement are rejected in their entirety and void, regardless of when received, without further action. No amendment, modification, or supplement to this Agreement shall be binding unless it is made in writing and signed by both parties.

9.2 General Interpretation. The terms of this Agreement have been chosen by the parties hereto to express their mutual intent. This Agreement shall be construed equally against each party without regard to any presumption or rule requiring construction against the party who drafted this Agreement or any portion thereof.

9.3 Invalidity of Provisions. Each provision contained in this Agreement is distinct and severable. A declaration of invalidity or unenforceability of any provision or portion thereof shall not affect the validity or enforceability of any other provision. Should any provision or portion thereof be held to be invalid or unenforceable, the parties agree that the reviewing authority should endeavor to give effect to the parties' intention as reflected in such provision to the maximum extent possible.

9.4 Governing Law. Each party shall maintain compliance with all applicable laws, rules, regulations, and orders relating to its obligations pursuant to this Agreement. This Agreement shall be construed in accordance with, and governed by, the laws of the state in which Agency is located, without giving effect to any choice of law doctrine that would cause the law of any other jurisdiction to apply.

9.5 Assignment. This Agreement may not be assigned by either party without the prior written consent of the other. Notwithstanding the foregoing, this Agreement may be assumed by a party's successor in interest through merger, acquisition, or consolidation without additional notice or consent.

9.6 Waiver. Either party's failure to exercise, or delay in exercising, any right or remedy under any provision of this Agreement shall not constitute a waiver of such right or remedy.

9.7 Notices. Any notice required hereunder shall be in writing and shall be made by certified mail (postage prepaid) to known, authorized recipients at such address as each party may indicate from time to time. In addition, electronic mail (email) to established and authorized recipients is acceptable when acknowledged by the receiving party.

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AGENDA ITEM SUMMARY

ITEM SUMMARY:

Consider a purchase agreement for water and sewer underground infrastructure supplies for the Water Distribution and Wastewater Collections divisions from Consolidated Pipe & Supply Co., in an amount not to exceed $150,000.00. *Director of Water and Wastewater, Brandon Lewis, will address.*

SPECIAL CONSIDERATIONS OR CONCERNS:

Consolidated Pipe & Supply Co. regularly provides supplies for water distribution system and wastewater collection system repairs for the City of Griffin. This purchase agreement provides a one-time authorization and agreed upon terms and conditions for FY 26 purchases.

STAFF RECOMMENDATION:

Staff recommends approval.

FINANCIAL IMPACT:

FY26 budgeted funds in (Operating Supplies) for the Water Distribution and Wastewater Collections divisions.

Submitted By:
Brandon Lewis

Meeting Date:
26/08/2025

Reviewed By:
Jessica O'Connor

ATTACHMENTS:
City of Griffin_Purchase Agreement Consolidated Pipe.pdf

PURCHASE AGREEMENT BETWEEN CITY OF GRIFFIN AND CONSOLIDATED PIPE & SUPPLY CO.

Consolidated Pipe Purchase Agreement No. 25-8 || Not to Exceed $150,000.00

This Purchase Agreement (hereinafter, "Agreement"), effective August 27, 2025, by and between **CITY OF GRIFFIN, GA,** a Georgia municipal corporation located in Spalding County (hereinafter, "City") and **CONSOLIDATED PIPE & SUPPLY CO.** (hereinafter "Consolidated Pipe" or "Contractor") (hereinafter, collectively, "Parties") provides as follows:

WHEREAS, the City will regularly retain Consolidated Pipe for the regular purchase of water and sewer underground infrastructure supplies and related equipment necessary for Water/Wastewater Department operations;

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 hereby agree as follows:

1. **Term.**

   The term of this agreement shall be for the period beginning August 27, 2025 and ending June 30, 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 water and sewer underground infrastructure supplies and related equipment necessary for Water/Wastewater Department operations, including but not limited to the items provided in the scope set forth in Exhibit "B" (Purchasing Scope), from Consolidated Pipe. 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 One Hundred Fifty Thousand Dollars ($150,000.00) 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 water and sewer underground infrastructure supplies and related equipment up to that compensation limit, and this value is not a guarantee of compensation. The City shall only pay for items actually ordered, received, and invoiced in accordance with the terms of this Agreement.

   Nothing herein shall be interpreted to bind the City to use Consolidated Pipe when purchasing water and sewer underground infrastructure supplies, or to prioritize Consolidated Pipe when considering purchases. The Parties acknowledge that the costs of water and sewer underground

infrastructure supplies are variable, as are the City's purchasing needs, and this Not-to-Exceed limit is intended as an estimate. In the event the Not-to-Exceed value must be increased, the Parties may execute an Amendment increasing the City's purchasing limit during the term.

IN WITNESS WHEREOF, the undersigned parties have hereby caused this Contract to be duly executed on the dates set forth below:

CITY OF GRIFFIN, GEORGIA

By: _____
Douglas S. Hollberg

Title: Mayor

Date: _____

Attest: _____
Jessica O'Connor, Secretary

(SEAL)

Approved as to Form:

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

CONSOLIDATED PIPE & SUPPLY CO.

By: Barry Hewton

Title: CFO

Date: 8/20/2025

Supplier Notified

TERMS AND CONDITIONS – CONSOLIDATED PIPE PURCHASE AGREEMENT 25-8

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 until delivery for FOB Destination shipments. Risk of loss transfers to Purchaser once Purchaser begins handling the goods during the offloading process. For all other shipping terms, the risk of loss or damage in transit shall be upon Purchaser from point of shipment. Acceptance of goods by Purchaser shall not be complete until the goods have been actually received, inspected and accepted by the Purchaser. HJS

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. Seller shall pass to Purchaser all manufacturer's warranties. HJS

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. Noncancelable, special-order and/or specially fabricated material may not be terminated for convenience without prior approval from Purchaser. HJS

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.

EXHIBIT B – SCOPE OF AGREEMENT

The terms of this Agreement shall govern the City of Griffin's purchase of water and sewer underground infrastructure supplies and related equipment from Consolidated Pipe & Supply Co., including *but not limited to*, the following items:

- **SEWER PIPE – SDR26 TYPE PIPE & DUCTILE IRON PIPE**
- **WATER PIPE – C900 TYPE PIPE & DUCTILE IRON PIPE**
- **COPPER TUBING – TYPE K**
- **WATER METER PARTS**
- **FIRE HYDRANTS AND INSTALLATION AND/OR REPAIR ITEMS**
- **SEWER INSTALLATION PARTS AND SUPPLIES**
- **BRASS NON LEAD INSTALLATION AND/OR REPAIR**
- **WATER MAIN INSTALLATION AND/OR REPAIR ITEMS**
- **SEWER MAIN INSTALLATION AND/OR REPAIR ITEMS**
- **OTHER RELATED EQUPMENT**

AGENDA ITEM SUMMARY

ITEM SUMMARY:

Consider, on second reading, amendments to Chapter 42, Environment, Article II, Nuisances. *Staff Attorney, Kelsey Carden, will present.*

SPECIAL CONSIDERATIONS OR CONCERNS:

As discussed at our mid-year goals review workshop, one of Staff's biggest hurdles in responding to general cleanliness and similar complaints is the lack of an enforcement mechanism for absentee/unresponsive property owners who own undeveloped lots in the City. The unfit buildings and structures procedures (Chapter 22) only apply to properties with buildings, and the state law is vague with regard to nuisance procedures outside of that context. Chapter 42 is the City's other nuisance code which is cross referenced throughout the Code of Griffin, from illicit discharge to fire prevention and protection. However, while these code sections state that the City can obtain a court order to cure defects and lien the property for costs, the Chapter 42 procedures do not actually provide a way to make this happen.

These amendments would establish a procedure whereby the City would have the option of filing an *in rem* nuisance action that would mimic the procedures and processes of an unfit buildings nuisance action. These procedures will allow Staff to seek an order for the abatement of conditions on the property that are of a continuing or reoccurring nature and are injurious to public health or safety. It would also allow the City to intervene to abate the nuisance and lien the property for the costs.

While the City cannot intervene in civil matters between private property owners, this amendment will improve our response to complaints related to conditions on private property that are continually or repeatedly injurious to the public at large.

In addition to these procedures, this amendment also reflects changes to state law, including a change to Georgia appeals procedures and an expansion of the City's ability to hold event promoters and organizers accountable for use of City resources for unpermitted events.

STAFF RECOMMENDATION:

Staff recommends approval.

FINANCIAL IMPACT:

Actions taken by the City pursuant to this Article would be funded via the remaining SPLOST funds allocated for blight.

Submitted By:
Kelsey Carden

Meeting Date:
26/08/2025

Reviewed By:

Jessica O'Connor

ATTACHMENTS:
ORD - Chapter 42 Article II - Nuisances.pdf
REDLINE - ARTICLE_II.pdf

No. 25 –

AN ORDINANCE

AN ORDINANCE, AMENDING THE CODE OF GRIFFIN, GEORGIA, AT CHAPTER 42, ENVIRONMENT, ARTICLE II, NUISANCES, TO PROVIDE DEFINITIONS; ESTABLISH A PROCEDURE FOR IN REM NUISANCE ACTIONS FOR NUISANCE PROPERTIES THAT DO NOT HAVE A DWELLING, BUILDING OR STRUCTURE AS REFERENCED IN THE CHAPTER 22 NUISANCE PROCEDURES; PROVIDE FOR ACTION AGAINST UNPERMITTED EVENT PROMOTER OR ORGANIZER PURSUANT TO STATE LAW AMENDMENT O.C.G.A. § 41-2-2; PROVIDE FOR APPEAL PROCEDURES IN COMPLIANCE WITH AMENDMENTS TO STATE LAW; PROVIDE ADDITIONAL EXAMPLES OF PUBLIC NUISANCE ACTIONS; TO PROVIDE FOR SEVERABILITY; TO PROVIDE AN EFFECTIVE DATE; TO REPEAL ALL ORDINANCES AND PARTS OF ORDINANACES 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 42, ENVIRONMENT, Article II, NUISANCES, which hereafter shall include the following language:

"CODE OF GRIFFIN, GEORGIA

CHAPTER 42 – ENVIRONMENT

ARTICLE II – NUISANCES

Sec. 42-30 – Definitions.

Interested party means:

(1) The "owner";

(2) Persons in possession of said property and premises;

(3) Those parties having an interest in the property as revealed by a certification of title to the property conducted in accordance with the title standards of the State Bar of Georgia;

(4) Those parties having filed a notice in accordance with O.C.G.A. § 48-3-9; and

(5) Any other party having an interest in the property who identity and address are reasonably ascertainable from the records of the municipality or records maintained in the county courthouse or by the clerk of court; provided however, interested party shall not include the holder of the benefit or burden of any easement or right of way whose interest is properly recorded which interest shall remain unaffected.

Owner means the holder of title in fee simple and every mortgagee of record.

Public authority means any member of the governing authority, any director of a public housing authority, or any officer who is in charge of any department or branch of government (municipal, county, state) relating to health, fire, life safety, building regulations, or to other activities concerning dwellings, buildings, or structures, or use or condition of private property within the City.

Public officer means the City Manager, who is authorized to exercise the powers prescribed by article, and any officer or employee of the city to whom they delegate such authority.

Resident means any person residing in the jurisdiction where the property is locate don or after the date on which the alleged nuisance arose.

Sec. 42-31 – Public nuisances.

(a) Any activity, conduct or occurrence of a continuing or reoccurring nature which tends to the immediate annoyance of the public in general, is manifestly injurious to the public health or safety, or tends greatly to corrupt the manners and morals of the public shall be deemed a public nuisance and abated by order of the municipal court.

(b) Any activity, conduct or occurrence within the city which constitutes an endangerment to the environment, public health, or safety as a result of its creation or maintenance or which has been declared a public nuisance by other provisions of this Code shall be abated by order of the municipal court unless otherwise provided by this Code.

(c) The city attorney, or their designee, may file a complaint in municipal court on behalf of the public against an event promoter or organizer for any event that is not properly permitted by the City and results in a public nuisance by impeding travel by police, fire service, emergency medical services personnel, other public safety personnel, or employees or officials of local, state, or federal governments acting in their official capacities to recover from the public all expenses incurred by the City associated with public safety, including but not limited to, costs and fees for provision of traffic control, supplemental law enforcement, fire suppression services, emergency medical technician or paramedic services, and sanitation services.

(d) Proceedings relating to unfit buildings or structures or uses of private property in violation of applicable construction codes shall be brought under Article IV of Chapter 22 of this Code.

Sec. 42-32. – Jurisdiction.

The municipal court of the city shall have jurisdiction to try issues concerning the existence and abatement of public nuisances existing or occurring within the limits of the city upon filing of a petition by the City. Private citizens may not generally seek to have a public nuisance abated; however, a public nuisance may be abated upon filing of a petition by any private citizen specially injured.

Sec. 42-33. – Petition; service of process.

(a) Where the City alleges a public nuisance involving a condition or activity existing upon a specific private property, a public officer may file a petition in rem in the municipal court of the City against the lot, tract, or parcel of real property on which such condition

or activity occurs or where such public health hazard or general nuisance exists and shall cause summons and a copy of the petition to be served on the interested parties of such property. The petition shall identify the subject real property by appropriate street address and official tax map reference; identify the interested parties; state with particularity the factual basis for the action, including but not limited to, facts showing the existence, location, and duration or frequency of reoccurrence of the condition or activity; and contain a statement of the action sought by the public officer to abate the alleged nuisance. The summons shall notify the interested parties that a hearing will be held before the municipal court at a date and time certain and at a place within the municipality where the property is located. Such hearing shall be held not less than 15 days nor more than 45 days after the filing of said complaint in the proper court. The interested parties shall have the right to file an answer to the petition and to appear in person or by attorney and offer testimony at the time and place fixed for hearing.

(1) Summons and copies of the Petition shall be served in the following manner:

(i) A copy of the Petition and summons shall be conspicuously posted on the subject property within three business days of filing of the Petition and at least 14 days prior to the date of the hearing;

(ii) At least 14 days prior to the date of the hearing, the public officer shall mail copies of the complaint and summons by certified mail or statutory overnight delivery, return receipt requested, to all interested parties whose identities and addresses are readily ascertainable. If the property is occupied, copies of the complaint and summons shall also be mailed by first-class mail to the property address to the attention of the occupants;

(iii) For interested parties whose mailing address is unknown, a notice stating the date, time, and place of the hearing shall be published in the newspaper in which the sheriff's advertisements appear in such county once a week for two consecutive weeks prior to the hearing;

(iv) The petitioner shall cause notice of the filing of the petition, together with date, time and place of hearing, to be served upon the tax commissioner of the county; and

(v) A notice of lis pendens shall be filed in the office of the clerk of superior court in which the property is located at the time of the filing of the petition in Municipal Court.

(2) The public officer shall cause an affidavit of service to be filed of record in the municipal court prior to the hearing showing compliance with the service requirements of this section. Such affidavit shall constitute a prima facie showing of minimum procedural due process and shall constitute sufficient proof that service was perfected.

(3) Orders and other filings made subsequent to service of the initial petition shall be served in the manner provided in this subsection on every interested party who answers the petition or appears at the hearing. Any interested party who fails to

answer or appear at the hearing shall be deemed to have waived all further notice in the proceedings.

(b) Where the City alleges a public nuisance involving a condition or activity by person(s) on public or private property or where a private person alleges a public nuisance involving a condition or activity existing on private property, a petition may be filed in municipal court naming as respondent(s) the person or persons allegedly responsible for the maintenance of the public nuisance. Where the alleged nuisance involves a condition or activity existing on private property, the owner(s) of such property, and any interested party thereto, shall also be named as respondent. The petition shall plead with specificity all facts necessary to show the existence and location of the alleged public nuisance, its duration or frequency of reoccurrence, and, when brought by a private person, the special injuries suffered by the private person(s). The petition shall be verified by the person or persons in whose name it is brought., or, if brought on behalf of the city, by the city manager.

(1) Summons and a copy of the petition shall be served as follows:

(i) For interested parties whose address is known:

A. Residents of Spalding County shall be personally served. Service shall be perfected at least ten (10) days prior to the date of the hearing. Personal service under this article may be made by any law enforcement officer of the city or the county, or any citizen over the age of 18 years specially appointed by the judge of the municipal court, and an affidavit of return of service shall be executed by such person and filed with the clerk of the municipal court prior to the date of hearing.

B. Parties outside of Spalding County shall be served by certified mail or statutory overnight delivery, return receipt requested, mailed at least 14 days prior to the date of the hearing.

(ii) For interested parties whose mailing address is unknown, a notice stating the date, time, and place of the hearing shall be published in the newspaper in which sheriff's advertisements appear once a week for two consecutive weeks prior to the hearing.

(iii) In the event the party is a minor, estate, or incompetent person, the guardian or personal representative of such person shall be served. If such person has no guardian or personal representative, service shall be perfected upon the probate judge of the county who shall appoint a guardian ad litem for such person.

(iv) The petitioner shall cause notice of the filing of the petition, together with date, time and place of hearing, to be served upon the tax commissioner of the county;

(2) The petitioner shall file an affidavit of service of record in the municipal court prior to the hearing showing compliance with the service requirements of this section.

Such affidavit shall constitute a prima facie showing of minimum procedural due process and shall constitute sufficient proof that service was perfected.

(3) Orders and other filings made subsequent to service of the initial petition shall be served in the manner provided in this subsection on every interested party who answers the petition or appears at the hearing. Any interested party who fails to answer or appear at the hearing shall be deemed to have waived all further notice in the proceedings.

Sec. 42-34. – Trial procedure; appeal.

(a) The burden at trial shall be upon the petitioner to prove the existence of a public nuisance by a preponderance of the evidence. A written finding by any governmental officer, environmental enforcement officer, public health officer, fire inspector, life safety inspector, or building inspector, based upon physical inspection, that real property or a structure or condition existing upon real property is a health, safety, or environmental hazard shall constitute prima-facie evidence that such property, structure, or condition constitutes a public nuisance.

(b) If, after such notice and hearing, the court determines that the activity or condition constitutes a public nuisance, the court shall state, in writing, findings of fact in support of such determination, including defining with particularity the condition or occurrence found to constitute the nuisance, and shall issue and cause to be served upon the interested parties that have answered the petition or appeared at the hearing an order of abatement providing specifically for its cessation or removal within a reasonable period of time by the owner of the property and/or the person responsible for maintaining the nuisance, as applicable. Income an financial status of the owner shall not be a factor in the court's determination.

(c) Proceedings to abate a public nuisance under this article are an action at law and shall not require the intervention of equity. The question of whether or not a public nuisance exists is neither criminal or quasi-criminal in nature and therefore the court shall not impose a fine as a condition of its order to abate the existence or continuance of the nuisance; provided, however, the municipal court is empowered to enforce its judgements by contempt which may entail a fine, imprisonment, or a combination thereof.

(d) In an action filed by the City pursuant to Sec. 42-33(a) of this Code, if the owner fails to comply with an order to cease, remove, or otherwise abate the nuisance, the public officer may cause such condition to be removed or otherwise abated for a period of 270 days following the expiration of time specified in the order for abatement by the owner. Any time during which such action is prohibited by a court order issued pursuant to subsection (c) of this section or any equitable relief granted by a court of competent jurisdiction shall not be counted toward the 270 days in which such abatement action shall commence.

(1) If the public officer must remove material, vehicles, or other goods/items from the property to abate the nuisance, the public officer and governing authority are relieved of any and all liability resulting from or occasioned by the removal or disposal of such materials, including, without limitation, defects in such salvaged materials.

(2) The amount of costs to abate the nuisance, including all court costs, expert witness fees, administrative costs incurred by the tax commissioner or other government entity, ongoing costs to remove or cease the nuisance condition or activity, and all other costs necessarily associated with the abatement action shall be a lien against the real property upon which such cost was incurred.

(3) The lien provided for in subsection (2) shall attach to the real property upon the filing of a certified copy of the order requiring abatement in the office of the clerk of superior court in Spalding County and shall relate back to the date of the filing of the lis pendens notice required under Sec. 42-33(a)(1)(iv). The clekr of superior court shall record and index such certified copy of the order in the deed records of the county and enter the lien on the general execution docket. The lien shall be superior to all other liens on the property, except liens for taxes to which the lien shall be inferior, and shall continue in force until paid. After filing a certified copy of the order with the clerk of superior court, the public officer shall, within 90 days of any effort to abate the nuisance pursuant to the order, forward a copy of the order and a final statement of costs to the county tax commissioner.

(4) It shall be the duty of the county tax commissioner to collect the amount of the lien in conjunction with the collection of ad valorem taxes on the property and to collect the amount of the lien as if it were a real property ad valorem tax, using all methods available for collecting real property ad valorem taxes, including specifically O.C.G.A. § 48-4-5; provided, however, that the limitation of O.C.G.A. § 48-4-78 which requires 12 months delinquency before commencing a tax foreclosure shall not apply; provided further that redemption of property from the lien may be made in accordance with the provisions of O.C.G.A. §§ 48-4-80 and 48-4-81. The tax commissioner may initiate enforcement of liens imposed under this section at any time following receipt of the final determination of costs from the public officer. The unpaid lien amount shall bear interest and penalties from and after the date of final determination of costs in the same amount as applicable to interest and penalties on unpaid real property ad valorem taxes.

(5) The tax commissioner shall remit the amount collected to the governing authority of the municipality whose ordinance is being enforced. The tax commissioner may retain an amount equal to the cost of administering collection of the lien; provided, however, the tax commissioner shall notify the City of administrative costs so they may be recovered as part of the costs of abatement and calculated as part of the overall lien amount to be paid. Any such amount collected and retained for administration shall be deposited in the general fund of the county to pay the cost of administering the lien.

(6) The governing authority may waive and release any such lien imposed on property upon the owner of such property entering into an agreement with the City establishing a timetable for cessation, removal, and/or abatement of the nuisance and demonstrating the financial means to accomplish this abatement.

(e) Any final judgment entered by the municipal court under this article is subject to appeal by petition for review filed in the superior court of Spalding County within 30 days of the service of said order.

(f) Proceedings under this article cannot be brought for the recovery of money damages; however, upon appropriate findings, the court may order payment of restitution for special injuries proved. Costs of the proceedings shall be imposed upon the respondent(s) in all cases wherein the court finds the respondent responsible for the maintenance of a public nuisance, unless otherwise provided by this article.

Sec. 42-35. Causes of action; examples of public nuisances.

Conditions or activities occurring on private property that may constitute public nuisances may include, but are not limited to, the following:

(a) Dwellings, buildings or structures which due to dilapidation, age or obsolescence have defects which increase the hazards of fire, accidents, or other calamities; which lack adequate ventilation, light, or sanitary facilities; or where other conditions exist rendering such dwellings, buildings, or structures unsafe or unsanitary;
(b) Real property on which there has been allowed to accumulate weeds, trash, junk, filth, and other unsanitary or unsafe conditions inimical to the health, safety, and welfare of its residents and occupants of adjoining properties;
(c) Real property on which an activity, land use, or condition in violation of applicable laws and ordinances, including the code of ordinances and zoning ordinance of the City, is regularly or repeatedly conducted or maintained;
(d) Any building, structure, or place used for the purpose of lewdness, prostitution, sodomy or other unlawful sexual purposes;
(e) Real property on which any person keeps and maintains, either by himself or others, a common, ill-governed and disorderly house, encouraging gaming, drinking, illicit drug activity, or other misbehavior to the common disturbance of the neighborhood or orderly citizens after notice of the general, customary habits of the house is provided to the owner or person in possession thereof; and
(f) Any dwelling, building, or structure that is vacant and unsecured so as to allow unauthorized use or entry; and(7) Any discharge of pollutants (whether air or water borne) off the real property on which the discharge originates, except pursuant to a NPDES permit and discharges resulting from fire suppression activities. For purposes of this section, "pollutants" shall include but not be limited to: soils, solid wastes, sewage, chemicals, pesticides and fertilizers (except when applied in accordance with generally accepted agricultural practices), sludge, biological materials, radioactive materials, scrap or discarded equipment, or other industrial, municipal and agricultural waste.

Sec. 42-36—42-60. Reserved.

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: August 12, 2025

Second Reading: August 26, 2025

ARTICLE II. NUISANCES[1]

Sec. 42-30. Definitions.

Interested party means:

(1) The "owner";

(2) Persons in possession of said property and premises;

(3) Those parties having an interest in the property as revealed by a certification of title to the property conducted in accordance with the title standards of the State Bar of Georgia;

(4) Those parties having file a notice in accordance with O.C.G.A. § 48-3-9; and

(5) Any other party having an interest in the property whose identity and address are reasonably ascertainable from the records of the municipality or records maintained in the county courthouse or by the clerk of court; provided, however, interested party shall not include the holder of the benefit or burden of any easement or right-of-way whose interest is properly recorded which interest shall remain unaffected.

Owner means the holder of title in fee simple and every mortgagee of record.

Public authority means any member of the governing authority, any director of a public housing authority, or any officer who is in charge of any department or branch of government (municipal, county, state) relating to health, fire, life safety, building regulations, or to other activities concerning dwellings, buildings, or structures, or use of private property within the City.

Public officer means the City Manager, who is authorized to exercise the powers prescribed by article, and any officer or employee of the city to whom they delegate such authority.

Resident means any person residing in the jurisdiction where the property is located on or after the date on which the alleged nuisance arose.

Sec. 42-31. Public nuisances.

(a) Any activity, conduct or occurrence of a continuing or reoccurring nature which tends to the immediate annoyance of the public in general, is manifestly injurious to the public health or safety, or tends greatly to corrupt the manners and morals of the public shall be deemed a public nuisance and abated by order of the municipal court.

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[1]Editor's note(s)—Ord. No. 02-02, § 1, adopted Feb. 12, 2002, deleted former art. II of this chapter in its entirety and added new provisions as art. II as herein set out. Former art. II, §§ 42-31—42-35, pertained to similar subject matter and derived from the 1968 Code, §§ 14-1—14-5.

State law reference(s)—Nuisances, O.C.G.A. § 41-1-1 et seq.; jurisdiction of municipal court or magistrate court to abate nuisance, O.C.G.A. § 41-2-5; ~~; limits on sound volume produced by radio, tape player or other mechanical sound-making device or instrument from within motor vehicle, O.C.G.A. § 46-6-14;~~ filing of complaint to abate public nuisance, O.C.G.A. § 41-2-2; sale of muffler which causes excessive noise prohibited, O.C.G.A. § 40-8-71(c). ~~-~~

(b) Any activity, conduct or occurrence within the city which constitutes an endangerment to the environment, public health, or safety as a result of its creation or maintenance ~~and~~ or which has been declared a public nuisance by other provisions of this Code shall be abated by order of the municipal court unless otherwise provided by this Code.~~.~~

(c) The city attorney, or their designee, may file a complaint in municipal court on behalf of the public against an event promoter or organizer for any event that is not properly permitted by the City and results in a public nuisance by impeding travel by police, fire service, emergency medical services personnel, other public safety personnel, or employees or officials of local, state, or federal governments acting in their official capacities to recover from the public all expenses incurred by the City associated with public safety, including but not limited to, costs and fees for provision of traffic control, supplemental law enforcement, fire suppression services, emergency medical technician or paramedica services, and sanitation services.

(d~~c~~) Proceedings relating to unfit buildings or structures or uses of private property in violation of applicable construction codes shall be brought under ~~a~~Article IV of C~~c~~hapter 22 of this Code.

(Ord. No. 02-02, § 1, 2-12-2002)

Sec. 42-32. Jurisdiction.

The municipal court of the city shall have jurisdiction to try issues concerning the existence and abatement of public nuisances existing or occurring within the limits of the city upon filing of a petition by the City.~~.~~ Private citizens may not generally seek to have a public nuisance abated; however, a public nuisance may be abated upon filing of a petition by any private citizen specially injured. ~~or by petition of the city filed by the city attorney, as verified by the city manager.~~

(Ord. No. 02-02, § 1, 2-12-2002)

State law reference(s)—Jurisdiction of municipal court or magistrate court to abate nuisance, O.C.G.A. § 41-2-5.

Sec. 42-33. Petition; service of process.

(a) ~~(a)~~ Where the City alleges a public nuisance involving a condition or activity existing upon a specific private property, a public officer may file a petition in rem in the municipal court of the City against the lot, tract, or parcel of real property on which such condition or activity occurs or where such public health hazard or general nuisance exists and shall cause summons and a copy of the petition to be served on the interested parties of such property. The petition shall identify the subject real property by appropriate street address and official tax map reference; identify the interested parties; state with particularity the factual basis for the action, including but not limited to, facts showing the existence, location, and duration or frequency of reoccurrence of the condition or activity; and contain a statement of the action sought by the public officer to abate the alleged nuisance. The summons shall notify the interested parties that a hearing will be held before the municipal court at a date and time certain and at a place within the municipality where the property is located. Such hearing shall be held not less than 15 days nor more than 45 days after the filing of said complaint in the proper court. The interested parties shall have the right to file an answer to the petition and to appear in person or by attorney and offer testimony at the time and place fixed for hearing.

(1) Summons and copies of the Petition shall be served in the following manner:

(i) A copy of the Petition and summons shall be conspicuously posted on the subject property within three business days of filing of the Petition and at least 14 days prior to the date of the hearing;

(ii) At least 14 days prior to the date of the hearing, the public officer shall mail copies of the complaint and summons by certified mail or statutory overnight delivery, return receipt requested, to all interested parties whose identities and addresses are readily ascertainable. If the property is occupied, copies of the complaint and summons shall also be mailed by first-class mail to the property address to the attention of the occupants;

(iii) For interested parties whose mailing address is unknown, a notice stating the date, time, and place of the hearing shall be published in the newspaper in which the sheriff's advertisements appear in such county once a week for two consecutive weeks prior to the hearing;

(iv) The petitioner shall cause notice of the filing of the petition, together with date, time and place of hearing, to be served upon the tax commissioner of the county; and

(v) A notice of lis pendens shall be filed in the office of the clerk of superior court in which the property is located at the time of the filing of the petition in Municipal Court.

(2) The public officer shall cause an affidavit of service to be filed of record in the municipal court prior to the hearing showing compliance with the service requirements of this section. Such affidavit shall constitute a prima facie showing of minimum procedural due process and shall constitute sufficient proof that service was perfected.

(3) Orders and other filings made subsequent to service of the initial petition shall be served in the manner provided in this subsection on every interested party who answers the petition or appears at the hearing. Any interested party who fails to answer or appear at the hearing shall be deemed to have waived all further notice in the proceedings.

~~The petition shall name as respondent(s) the person or persons alleged responsible for maintenance of the public nuisance. Where the alleged public nuisance involves a condition or activity existing upon private property, the owner(s) of such property, and any interested party shall also be named as a respondent. For purposes of this article, "owner of private property" shall mean the holder of the title in fee simple and holder of every mortgage, deed to secure debt, lien or judgment, as recorded in the title records of the county. "Interested party" shall mean an interested party as defined in O.C.G.A. § 48-4-77 and persons in possession of said property and premises.~~

(b) ~~(b)~~ Where the City alleges a public nuisance involving a condition or activity by person(s) on public or private property or where a private person alleges a public nuisance involving a condition or activity existing on private property, a petition may be filed in municipal court naming as respondent(s) the person or persons allegedly responsible for the maintenance of the public nuisance. Where the alleged nuisance involves a condition or activity existing on private property, the owner(s) of such property, and any interested party thereto, shall also be named as respondent. The petition shall plead with specificity all facts necessary to show the existence and location of the alleged public nuisance, its duration or frequency of reoccurrence, and, when brought by a private person, the special injuries suffered by the private person(s). The petition shall be verified by the person or persons in whose name it is brought., or, if brought on behalf of the city, by the city manager.

(1) Summons and a copy of the petition shall be served as follows:

(i) For interested parties whose address is known:

A. Residents of Spalding County shall be personally served. Service shall be perfected at least ten (10) days prior to the date of the hearing. Personal service under this article may be made by any law enforcement officer of the city or the county, or any citizen over the age of 18 years specially appointed by

the judge of the municipal court, and an affidavit of return of service shall be executed by such person and filed with the clerk of the municipal court prior to the date of hearing.

B. Parties outside of Spalding County shall be served by certified mail or statutory overnight delivery, return receipt requested, mailed at least 14 days prior to the date of the hearing.

(ii) For interested parties whose mailing address is unknown, a notice stating the date, time, and place of the hearing shall be published in the newspaper in which sheriff's advertisements appear once a week for two consecutive weeks prior to the hearing.

(iii) In the event the party is a minor, estate, or incompetent person, the guardian or personal representative of such person shall be served. If such person has no guardian or personal representative, service shall be perfected upon the probate judge of the county who shall appoint a guardian ad litem for such person.

(iv) The petitioner shall cause notice of the filing of the petition, together with date, time and place of hearing, to be served upon the tax commissioner of the county;

(2) The petitioner shall file an affidavit of service of record in the municipal court prior to the hearing showing compliance with the service requirements of this section. Such affidavit shall constitute a prima facie showing of minimum procedural due process and shall constitute sufficient proof that service was perfected.

(3) Orders and other filings made subsequent to service of the initial petition shall be served in the manner provided in this subsection on every interested party who answers the petition or appears at the hearing. Any interested party who fails to answer or appear at the hearing shall be deemed to have waived all further notice in the proceedings.

~~(i)~~

~~(c) A copy of the petition and summons shall be served in one of the following ways:~~

~~(1) Personal service upon each owner and interested party if such parties are residents of the county. Service shall be perfected at least ten days prior to the date of hearing.~~

~~(2) Parties residing in the state outside of the county shall be served pursuant to the provisions of O.C.G.A. tit. 48, ch. 4, art. 5, or by statutory overnight delivery, mailed at least 14 days prior to the date of hearing.~~

~~(3) Nonresidents of the state, whose mailing address is known, shall be served by certified mail or overnight statutory delivery, return receipt requested, mailed at least 14 days prior to the date of the hearing. For nonresidents whose mailing address is unknown, a notice of the date, time and place of the hearing shall be published in *The Griffin Daily News* as a legal advertisement once a week for two consecutive weeks prior to the hearing.~~

~~(4) In the event a party is a minor, estate, an incompetent person, or person laboring under disabilities, the guardian or personal representative of such person shall be served. If such person has no guardian or personal representative, service shall be perfected upon the probate judge of the county, who shall appoint a guardian ad litem for such person.~~

~~In addition, where the alleged public nuisance involves a condition or activity existing upon private property, the petitioner shall cause notice of the filing of the petition, together with date, time and place of hearing, to be served upon the tax commissioner of the county. Personal service under this article may be made by any law enforcement officer of the city or the county, or any citizen over the age of 18 years specially appointed by the~~

~~judge of the municipal court, and an affidavit of return of service shall be executed by such person and filed with the clerk of the municipal court prior to the date of hearing.~~

~~(d) Upon filing of a petition, the clerk of the municipal court shall issue a summons notifying the respondent(s) that a hearing will be held before the court at a date, time and place certain. Such hearing shall be scheduled not less than 15 days nor more than 45 days after the filing of the petition, with the date thereof to be determined based upon the manner in which the petition must be served. The summons shall notify respondent(s) of the right to file an answer to the petition and to appear, in person or by attorney, and offer testimony at the time and place fixed for hearing.~~

(Ord. No. 02-02, § 1, 2-12-2002)

Sec. 42-34. Trial procedure; appeal.

(a) ~~(a)~~ The burden at trial shall be upon the petitioner to prove the existence of a public nuisance by a preponderance of the evidence. A written finding by any governmental officer, environmental enforcement officer, public health officer, fire inspector, life safety inspector, or building inspector, based upon physical inspection, that real property or a structure or condition existing upon real property is a health, safety, or environmental hazard shall constitute prima-facie evidence that such property, structure, or condition constitutes a public nuisance.

(b) If, after such notice and hearing, the court determines that the activity or condition constitutes a public nuisance, the court shall state, in writing, findings of fact in support of such determination, including defining with particularity the condition or occurrence found to constitute the nuisance, and shall issue and cause to be served upon the interested parties that have answered the petition or appeared at the hearing an order of abatement providing specifically for its cessation or removal within a reasonable period of time by the owner of the property and/or the person responsible for maintaining the nuisance, as applicable. Income an financial status of the owner shall not be a factor in the court's determination.

~~(a)~~

(c) ~~(b)~~ Proceedings to abate a public nuisance under this article are an action at law and shall not require the intervention of equity. The question of whether or not a public nuisance exists is neither criminal or quasi-criminal in nature and therefore the court shall not impose a fine as a condition of its order to abate the existence or continuance of the nuisance; provided, however, the municipal court is empowered to enforce its judgements by contempt which may entail a fine, imprisonment, or a combination thereof. ~~The order of abatement shall define with particularity the condition or occurrence found to constitute the nuisance and provide specifically for its cessation or removal within a reasonable time period~~. ~~The municipal court is empowered to enforce its judgments by contempt.~~

(d) In an action filed by the City pursuant to Sec. 42-33(a) of this Code, if the owner fails to comply with an order to cease, remove, or otherwise abate the nuisance, the public officer may cause such condition to be removed or otherwise abated for a period of 270 days following the expiration of time specified in the order for abatement by the owner. Any time during which such action is prohibited by a court order issued pursuant to subsection (c) of this section or any equitable relief granted by a court of competent jurisdiction shall not be counted toward the 270 days in which such abatement action shall commence.

(1) If the public officer must remove material, vehicles, or other goods/items from the property to abate the nuisance, the public officer and governing authority are relieved of any and all liability

resulting from or occasioned by the removal or disposal of such materials, including, without limitation, defects in such salvaged materials.

(2) The amount of costs to abate the nuisance, including all court costs, expert witness fees, administrative costs incurred by the tax commissioner or other government entity, ongoing costs to remove or cease the nuisance condition or activity, and all other costs necessarily associated with the abatement action shall be a lien against the real property upon which such cost was incurred.

(3) The lien provided for in subsection (2) shall attach to the real property upon the filing of a certified copy of the order requiring abatement in the office of the clerk of superior court in Spalding County and shall relate back to the date of the filing of the lis pendens notice required under Sec. 42-33(a)(1)(iv). The clekr of superior court shall record and index such certified copy of the order in the deed records of the county and enter the lien on the general execution docket. The lien shall be superior to all other liens on the property, except liens for taxes to which the lien shall be inferior, and shall continue in force until paid. After filing a certified copy of the order with the clerk of superior court, the public officer shall, within 90 days of any effort to abate the nuisance pursuant to the order, forward a copy of the order and a final statement of costs to the county tax commissioner.

(4) It shall be the duty of the county tax commissioner to collect the amount of the lien in conjunction with the collection of ad valorem taxes on the property and to collect the amount of the lien as if it were a real property ad valorem tax, using all methods available for collecting real property ad valorem taxes, including specifically O.C.G.A. § 48-4-5; provided, however, that the limitation of O.C.G.A. § 48-4-78 which requires 12 months delinquency before commencing a tax foreclosure shall not apply; provided further that redemption of property from the lien may be made in accordance with the provisions of O.C.G.A. §§ 48-4-80 and 48-4-81. The tax commissioner may initiate enforcement of liens imposed under this section at any time following receipt of the final determination of costs from the public officer. The unpaid lien amount shall bear interest and penalties from and after the date of final determination of costs in the same amount as applicable to interest and penalties on unpaid real property ad valorem taxes.

(5) The tax commissioner shall remit the amount collected to the governing authority of the municipality whose ordinance is being enforced. The tax commissioner may retain an amount equal to the cost of administering collection of the lien; provided, however, the tax commissioner shall notify the City of administrative costs so they may be recovered as part of the costs of abatement and calculated as part of the overall lien amount to be paid. Any such amount collected and retained for administration shall be deposited in the general fund of the county to pay the cost of administering the lien.

~~(1)~~(6) The governing authority may waive and release any such lien imposed on property upon the owner of such property entering into an agreement with the City establishing a timetable for cessation, removal, and/or abatement of the nuisance and demonstrating the financial means to accomplish this abatement.

(c) Any final judgment entered by the municipal court under this article is subject to appeal by petition for review ~~by certiorari~~filed in the superior court of Spalding County ~~the county, upon application filed~~ within 30 days of the service of said order. ~~upon the respondent(s).~~

(d) Proceedings under this article cannot be brought for the recovery of money damages; however, upon appropriate findings, the court may order payment of restitution for special injuries proved. Costs of the proceedings shall be imposed upon the respondent(s) in all cases wherein the court finds the respondent responsible for the maintenance of a public nuisance, unless otherwise provided by this article.

(Ord. No. 02-02, § 1, 2-12-2002)

Sec. 42-35. Causes of action; examples of public nuisances.

Conditions or activities occurring on private property that may constitute public nuisances may include, but are not limited to, the following:

(1) Dwellings, buildings or structures which due to dilapidation, age or obsolescence have defects which increase the hazards of fire, accidents, or other calamities; which lack adequate ventilation, light, or sanitary facilities; or where other conditions exist rendering such dwellings, buildings, or structures unsafe or unsanitary;

(2) Real property on which there has been allowed to accumulate weeds, trash, junk, filth, and other unsanitary or unsafe conditions inimical to the health, safety, and welfare of its residents and occupants of adjoining properties;

(3) Real property on which an activity, land use, or condition in violation of applicable laws and ordinances, including the code of ordinances and zoning ordinance of the City, is regularly or repeatedly conducted or maintained;

(43) Any building, structure, or place used for the purpose of lewdness, prostitution, sodomy or other unlawful sexual purposes;

(5) Real property on which any person keeps and maintains, either by himself or others, a common, ill-governed and disorderly house, encouraging gaming, drinking, illicit drug activity, or other misbehavior to the common disturbance of the neighborhood or orderly citizens after notice of the general, customary habits of the house is provided to the owner or person in possession thereof;

(64) Any dwelling, building, or structure that is vacant and unsecured so as to allowprevent unauthorized use or entry in which drug crimes are being committed; andand

(75) Any discharge of pollutants (whether air or water borne) off the real property on which the discharge originates, except pursuant to a NPDES permit and discharges resulting from fire suppression activities. For purposes of this section, "pollutants" shall include but not be limited to: soils, solid wastes, sewage, chemicals, pesticides and fertilizers (except when applied in accordance with generally accepted agricultural practices), sludge, biological materials, radioactive materials, scrap or discarded equipment, or other industrial, municipal and agricultural waste.

(Ord. No. 02-02, § 1, 2-12-2002)

Secs. 42-36—42-60. Reserved.

AGENDA ITEM SUMMARY

ITEM SUMMARY:

Consider purchase from Cogsdale, Sole Source, to provide software upgrades to the Cogsdale Customer Management and Utility Billing System in the amount of $100,560.00. *Chief Technology Officer Gibb Cotton will address.*

SPECIAL CONSIDERATIONS OR CONCERNS:

The Cogsdale Customer Management System provides management for all City of Griffin Utility billing. The upgrade will enhance the existing customer service interface to the more modern NexusCIS platform allowing for access from any modern web browser. NexusCIS will allow for a deeper integration between Cogsdale and the Outage Management System (OMS) so that customer service agents can see in real time the status of a customer's electric meter from a single pane of glass. Additionally, with the NexusCIS change there will be a decrease in ongoing maintenance costs due to licensing changes for both the core Cogsdale product and Microsoft Dynamics GP.

STAFF RECOMMENDATION:

Staff recommends approval.

FINANCIAL IMPACT:

The FY26 budget includes $100,560.00 for upgrades to the Cogsdale system.

Submitted By:
Gibb Cotton

Meeting Date:
26/08/2025

Reviewed By:
Jessica O'Connor

ATTACHMENTS:
FY26 Sole Source.pdf
QUO-16064_-_Griffin_-_NexusCIS_Implementation.pdf
QUO-16065 - Griffin - CSM Upgrade.pdf
COGSDALE PO.pdf

CITY OF GRIFFIN
FY26 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 upgrade

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

Supplier/Source Name/Address: **62133 Collections Center Dr. Chicago, IL, 60693**

OpenAI - 1455 3rd St, San Francisco, CA 94158

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?

Upgrade the Cogsdale system

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

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

Only Cogsdale can provide software updates to the Cogsdale system

Requestor Information

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

Date of Request:	8/12/2025	Requestor:	G. Cotton		
Department:	ITC	Dept Accting Code:	1535	Phone:	678-692-0386

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.

COGSDALE

Quote

Client	City of Griffin	**Client Contact**	Gibb Cotton
Project Manager		**Prepared By**	Kirk Crowder
Reference Number	QUO-16064	**Case Number**	
Quote Effective Date	July 23, 2025	**Client PO**	
Description	NexusCIS Implementation		

Pricing

1 – Includes APIs.
2 – Recommended to be licensed for PowerBI from Microsoft.
3 - eOne Popdock recommended. Customers on Smartlist Builder AEP should already be transitioned to Popdock subscription.

	Quantity	Rate	Total
Services			
Implementation Services NexusCIS	364	$ 240.00	$ 87,360.00
Total Services (One-Time)			***$ 87,360.00***

Payment Terms

Upon execution of this quote the following payment terms will apply.

Services

Milestone	Percent	Description	Amount Due
M1	30%	Upon Signing	$26,208.00
M2	20%	Completion of Discovery/Nexus CIS BPR/Readiness	$17,472.00
M3	20%	Start of User Acceptance Testing	$17,472.00
M4	10%	Completion of User Acceptance Testing (sign-off)	$8,736.00
M5	10%	Go-Live Cutover	$8,736.00
M6	10%	30 days post Go-Live	$8,736.00
TOTAL			**$87,360.00**

Annual Subscription

As a result of signing this quote, the NexusCIS annual yearly software subscription fee will be added to your annual renewal and aligned with your renewal date.

Expenses

Expenses related to the above services (e.g., travel) will be invoiced to the client. Expenses include, but are not limited to hotel, airfare, car rental, tolls, parking, and airline fees. A per diem rate of $85.00 for weekdays and a $170.00 for weekends and statutory holidays that includes all meal, food, and telecommunications expenses (no receipts will be provided); a mileage charge based on the current Internal Revenue Service recommended rate per mile; and all other reasonable expenses incurred in the performance of Cogsdale's duties including courier services and documentation copying or production. In addition to said expenses, a travel cost of $75/hour will be incurred based on flight duration between airports (not including stopovers) to compensate for consultant downtime during flights. These costs are excluded from the total consulting fees amount.

Notes

- This quote is valid for 60 days from the quote effective date.
- This quote is estimated based on the current information available. If a scope change occurs Cogsdale will work with the client to come to a mutually acceptable adjustment to the original quote.
- If client has an outstanding A/R Balance over 30 days, Cogsdale reserves the right to stop or not start project work.
- Client must be current with their annual Maintenance and Support Contract during the life of the project.
- Statement of work is defined in the sections following the authorization.

Standard Terms and Conditions

A. **Payments.** The timing of payments under this NexusCIS subscription is as set forth in the above-referenced quotes, and in addition to and separate from any maximum amounts or limits in the Original Agreements.

B. **License.** The NexusCIS product is licensed, not sold, on a subscription basis. Annual fees include both license fees and maintenance for the NexusCIS product. For subscription services, a license is provided to use the Software as a Service during the term of the subscription, as described herein.

C. **Term and Termination.** The initial term for shall be for one year beginning on the Effective Date. Thereafter, the license shall automatically renew annually, unless terminated by either party upon giving to the other not less than ninety (90) days' notice in writing prior to the end of the initial term or any subsequent anniversary of such date. Organization shall pay the then prevailing license fee in advance for each such one-year term and where the notice of non-renewal has not been provided in accordance with these terms, the Organization is obliged to pay the license fee for the then applicable one-year term. Upon termination, the Organization shall either return to Cogsdale or delete the Software from all of its locations (except as required under any statute related to retention requirements) and shall certify in writing that all of the Organization's copies of the Software have either been returned to Cogsdale or deleted.

D. **Limitation of Liability.** BOTH PARTIES AGREE THAT Cogsdale's ENTIRE LIABILITY (UNDER CONTRACT OR IN TORT INCLUDING FUNDAMENTAL BREACH, NEGLIGENCE, STRICT LIABILITY OR OTHERWISE), IF ANY, FOR ANY DAMAGES RELATING TO OR ARISING UNDER THIS AGREEMENT SHALL NOT EXCEED IN THE AGGREGATE FEES PAID TO Cogsdale BY THE ORGANIZATION UNDER THIS AGREEMENT IN THE TWELVE (12) MONTH PERIOD PRIOR TO THE TIME THAT THE CLAIM AROSE. IN ADDITION TO THE FOREGOING, Cogsdale SHALL NOT BE LIABLE FOR ANY CONSEQUENTIAL, INCIDENTAL, INDIRECT, EXEMPLARY, PUNITIVE, OR SPECIAL DAMAGES WHATSOEVER, INCLUDING BUT NOT LIMITED TO LOST REVENUE OR LOSS OF PROFITS, LOSS OF BUSINESS, LOSS OF DATA, FAILURE TO REALIZE EXPECTED SAVINGS, OR COST OF SUBSTITUTE GOODS OR SERVICES ARISING OUT OF OR IN CONNECTION WITH THIS AGREEMENT, EVEN IF ORGANIZATION HAS BEEN ADVISED OF THE LIKELIHOOD OF THE OCCURRENCE OF SUCH LOSS OR DAMAGES AND NOTWITHSTANDING ANY FAILURE OF ESSENTIAL PURPOSE OF ANY LIMITED REMEDY. THESE LIMITATIONS SHALL APPLY IN RESPECT OF ANY CLAIM, DEMAND OR ACTION BY A PARTY IRRESPECTIVE OF THE NATURE OF THE CAUSE OF ACTION UNDERLYING SUCH CLAIM, DEMAND OR ACTION, INCLUDING, BUT NOT LIMITED TO, BREACH OF CONTRACT, RESCISSION OF CONTRACT, OR TORT.

E. **Other Terms Unchanged.** All other terms in the Original Agreement not expressly modified herein, including all license, warranty, choice of law, and other terms, remain unchanged.

Authorization

Signature indicates the parties have read, understood, and agreed to all the contents of this quote.

In lieu of a signature, a purchase order can be provided to indicate acceptance of this quote.

Authorized by Client:	**Authorized by Cogsdale:**
Name/Date	 **Name/Date** Kirk Crowder July 23, 2025

For Inquiries, Please Contact:

Kirk Crowder
Sr. Account Executive and Product Specialist
Cogsdale Corporation
18 Great George Street
Charlottetown, PE C1A 4J6, Canada
Phone: (902) 812-2835
kcrowder@cogsdale.com

Statement of Work

Cogsdale is pleased to present the City of Griffin (Griffin) with our newest solution, NexusCIS. NexusCIS is a full meter to cash application, and CIS utilizing the Cogsdale CSM database with a new web-based User Interface (UI), which can be deployed in a Cloud Environment or on-premise. Since Nexus CIS utilizes the current CSM database, data migration is not necessary, nor is the recreation of integration with other applications required. An overview of the NexusCIS solution is included in Appendix A – NexusCIS Overview.

Cogsdale will provide the implementation services to implement NexusCIS in an on-premise environment. Preliminary Implementation estimates are based on anticipated time required to perform the tasks outlined below:

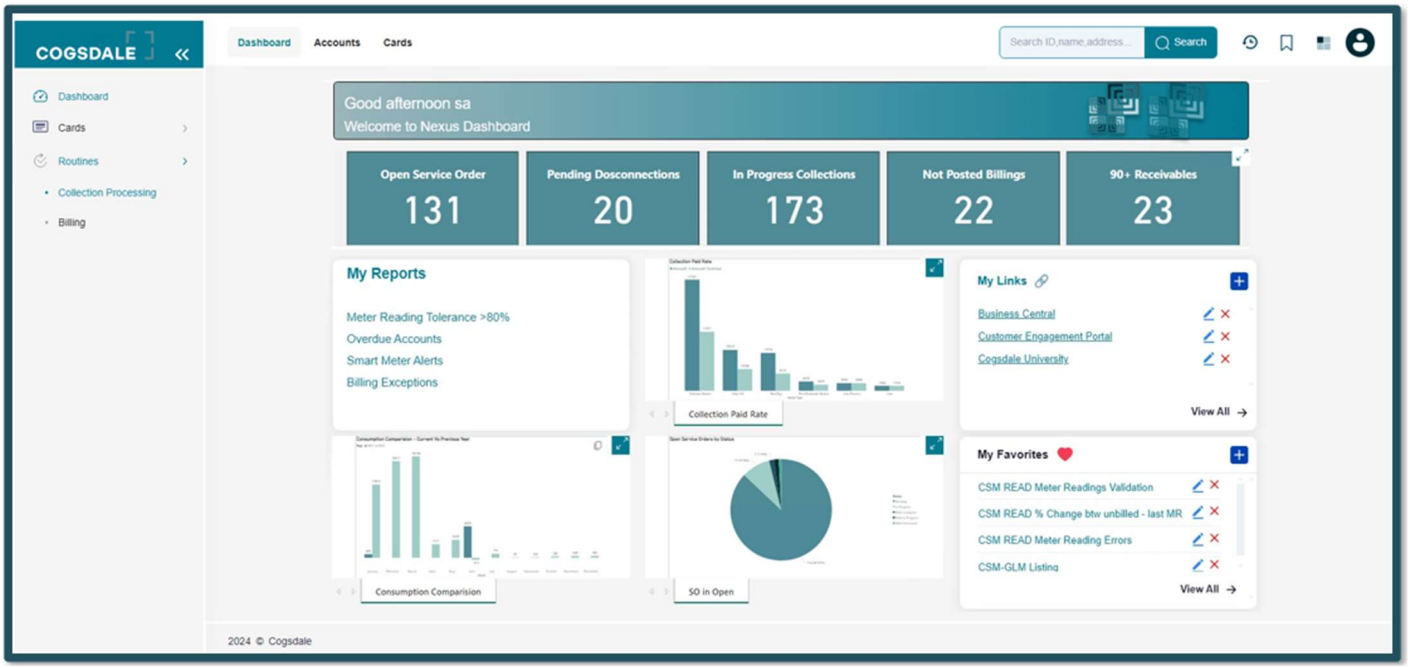
Implementation Fees (One-Time)[1]			
Phase	**Hours/Qty**	**Rate**	**Total**
NexusCIS BPR/Readiness	64	$240.00	$15,360.00
Discovery	16	$240.00	$3,840.00
NexusCIS Environments Setup	16	$240.00	$3,840.00
NexusCIS Setup/Configuration	32	$240.00	$7,680.00
Interfaces and Workflows	16	$240.00	$3,840.00
Development/Customizations[2]	*Incl*	*Incl*	*Included*
Reporting	16	$240.00	$3,840.00
Testing and UAT Support	72	$240.00	$17,280.00
Training	48	$240.00	$11,520.00
Go-Live	24	$240.00	$5,760.00
Post Go-Live Support	24	$240.00	$5,760.00
Project Management	36	$240.00	$8,640.00
Total Implementation Fees	**364**		**$87,360.00**

1 – Preliminary Estimates for Budgeting. Final effort is subject to the outcome of the Discovery phase.
2 – Built buy Cogsdale.

This quote pre-approves 364 hrs of professional services. If more or less time is required based on the Discovery phase, both parties can approve via a change order.

Appendix A – NexusCIS Overview

Cogsdale NexusCIS is a complete customer information and billing management software solution for utilities and local governments. With a robust modern user interface, Cogsdale's CSM (NexusCIS) is a solution-oriented ecosystem for utility billing solutions with pre-built APIs. The platform provides powerful integration capabilities with an open, flexible platform, allowing for seamless integration with existing and 3rd-party systems.



NexusCIS boasts a strong partner network and experienced, skilled staff in implementation, support, and R&D. This ensures you get the best support and solutions for your organization's needs. With consolidated customer information, premise information, complete activity history, payment arrangements, complex billing services, customer information reports, extensibility, document management, and data security and compliance, Cogsdale Nexus CIS provides an affordable and comprehensive suite of tools to manage your customer service operations.

Cogsdale's NexusCIS is the ideal solution for existing customers and new customers looking to efficiently manage their utility billing requirements and local government charges while providing excellent modernized customer service. With a proven implementation history and a solution-oriented ecosystem, NexusCIS will help your Utility streamline your billing processes, gain a 360° view of your customers, ensure billing accuracy, and improve reporting and analysis capabilities.

The following is a high-level summary of the core components/modules of NexusCIS that will meet and exceed all the functional requirements of you Utility.

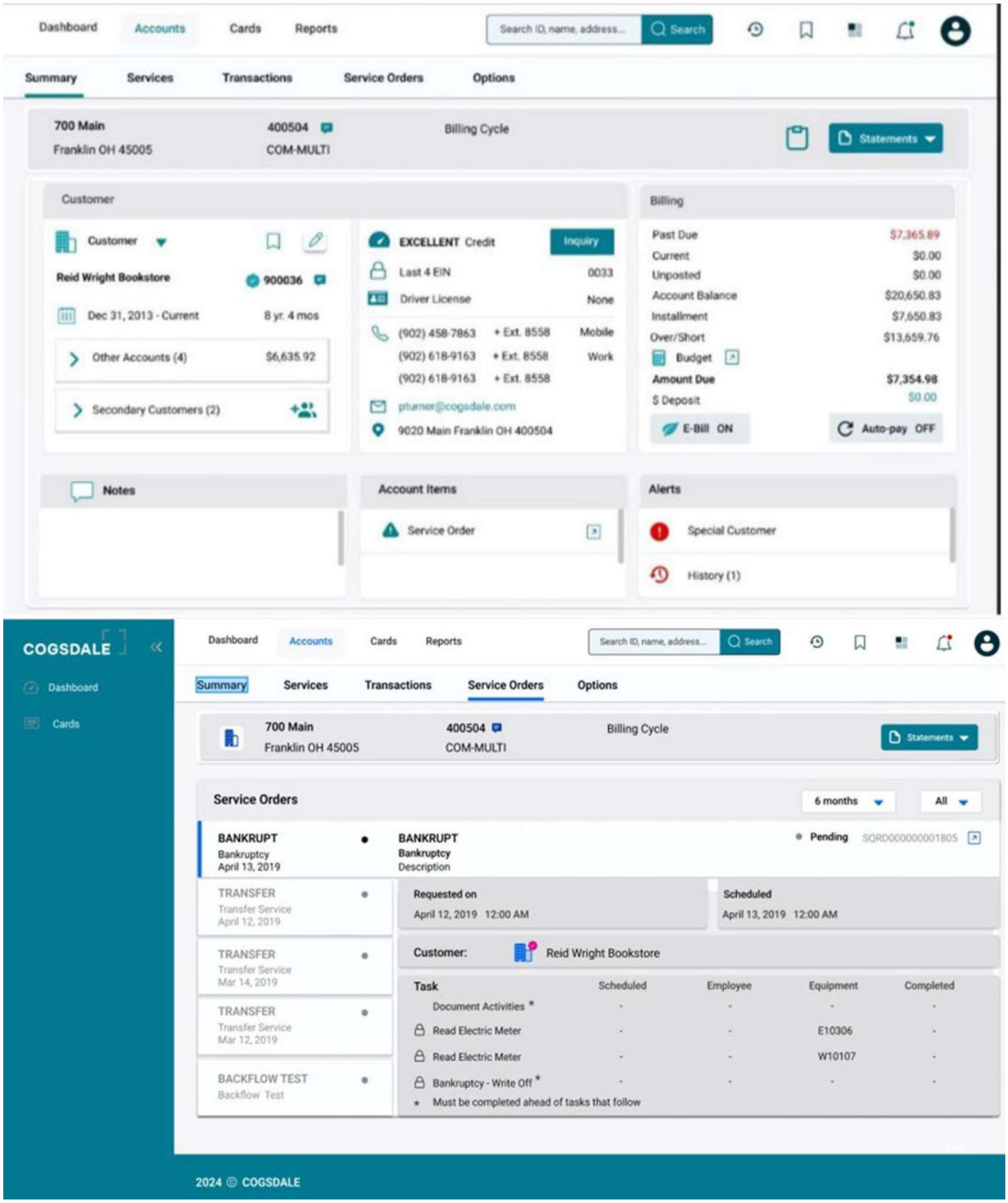
Customer, Account and Location Management

Cogsdale's 360° Account interface has been designed to enhance productivity and usability for customer service representatives, providing a comprehensive view of account information that it organized to simplify navigation.

Some key features of the 360° Account include:

- Access to an account search on every window, powered by ElasticSearch, known for the ability to search multiple fields at once, bringing the results within seconds.
- Popup alerts upon account access providing crucial information ensuring Customer Service Representatives are immediately informed of important details such as scheduled disconnections.
- Consolidated customer/account information to quickly identify customer details without having to move from window to window.
- Access to complete customer account history giving a full picture customer's account footprint.
- Ability to associate multiple customers to an account such as property owners that wish to get statement copies.
- A customer contact log for documenting all interactions with customers, providing a comprehensive view of an account's history, as well the ability to initiate further actions with a service order.
- Eye-catching buttons for paperless billing and autopay options to easily switch accounts to paperless or autopay.
- Comprehensive transaction listing for bills, payments, misc. charges, and meter readings with expansions for more detailed information.
- A segregated service order history interface that provides a complete service history on an account.
- Payment arrangements capabilities for outstanding documents such as bills and misc. charges.
- Add, view, and edit connections easily for multi-services as well as consumption comparison graphing showcasing the last two readings on a connection.
- Versatile payment entry that includes cashiering or quick payments that seamlessly integrates with your payment provider.

360º Account View



Rate Configuration

The Rate Setup window establishes rates that can be applied to connections of various service types. Rates may be set up with specific start and end dates, proration options, tax schedules and detail types. Rate - Enter a unique identifier in this field (up to 15 alphanumeric characters) that will be used to identify the rate throughout Nexus CIS. The use of a descriptive identifier is recommended since it will appear as the description for charges on a bill (unless a modified bill template is used). The Rate expansion button opens the Rate Attributes window allowing the entry of additional details about the rate. Description - Adjacent to the Rate field on the right, enter a free-form description of the rate in the description field.

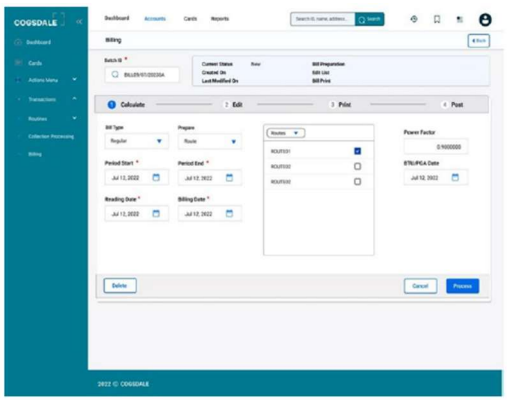
Electronic Meter Reading

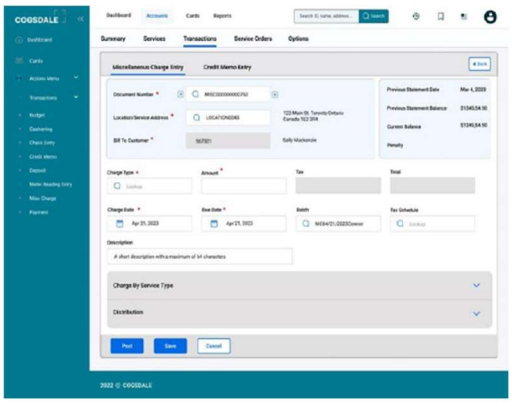
Cogsdale Electronic Meter Reading (EMR) imports meter readings collected by technicians on hand-held electronic devices directly into Cogsdale. Whether entered manually or imported directly, the Cogsdale solution performs all data verification and checking procedures. If a meter reading is not available during the billing calculation cycle, an estimate can be created by the system using one of five estimation methods. If a meter cannot be read because it is broken, a service order is created automatically based on the service code.

A wide range of manufacturers are supported, including Neptune, Badger, Rockwell, Sensus, Schlumberger, Itron, Logicon, Hunt Technologies, DAP Technologies, Hersey Meters, Invensys, Elster, DataMatic, Group Techna, Adam, and Basic. The integrations are standard between Cogsdale and the above EMR products. However, given that every site is different, configuration file adjustments may be required for each organization.

Billing

NexusCIS billing is a fast, straightforward, and user-friendly routine that can deliver bills according to customer preferences such as paper bills, ebills and export files. The solution allows users to calculate bills based on formulas with an unlimited number of parameters. Users are assured of infinite flexibility in rate calculation and that any future billing requirements can be accommodated without coding changes. All billing parameters are pre-calculated and stored prior to billing runs, resulting in exceptionally fast billing production.





E-Billing

The Cogsdale solution provides a robust e-billing engine that emails or texts customers when their bill is ready and available to be paid via our Customer Engagement Portal. Customers can opt into e-billing via the Customer Engagement Portal or your Customer Service Representatives and can initiate e-billing on their behalf. Emailing and texting are also available for other processes within the system, including Collections, Deposit Confirmations, Budget Notices, NSF's, Special Payment Arrangements, Testing Notices, Cash Receipts, and more. It also provides the ability to generate a list of customers to be notified and automatically send communications based on a customer's communication preference.

Budget Billing

Budget Billing allows customers to pay a pre-arranged amount every month, based on the billing history of the account. Budget billing helps reduce the impact of seasonal variances on customer's bills. Throughout the budget period, a bill may be above or below the installment amount. At the end of the budget period, the total budget amount should be close to the actual charge amount. If there is a debit or credit balance on an account, a customer can opt to receive a true-up bill or roll the amount forward to the next budget period. Budget billing allows for monitoring and supervision of payments versus the actual charges of the plan.

Levelized Billing

An alternative to budget billing, levelized billing, allows users a regulated monthly bill, by using historical charges to adjust the current month. The levelized amount is calculated based on the current bill, historical bills and the discrepancy between the amount charged and the amount billed, eliminating surprises in the monthly charges.

Net Metering

The Cogsdale solution module supports calculation which includes generating power via renewable sources such as solar or wind energy that is then sold back to the utility. Net Metering is an electricity policy for consumers who own renewable energy facilities, and allows them to use generation whenever needed, instead of just when generated. "Net", in this context, is used in the sense of meaning "what remains after deductions" — in this case, the deduction of any energy outflows from metered energy inflows. If more energy is generated than consumed in a month, there are two options for dealing with the excess. The usage credit can be stored and carried over to subsequent billing periods, or the excess can be credited back to the customer at the generated rate that is assigned to the meter.

Cancel/Rebill

Cancel/Rebill allows users to void and rebill multiple billing periods. The rate in effect during the original billing period will be used when recalculating the bills. The rebilling window can also adjust transfer dates for a customer that has recently moved out of a premises. The corrected bills can be printed on single or separate statements. Any payments made on prior bills will be re-applied to the recalculated bills.

Final Billing

Final Billing is initiated by creating the Service Order with the unlimited number of transfer-related tasks.

The solution offers three options:

- Transfer a customer from or to a specific service address (location):
- Start Service for customers moving to a location for the first time.
- Stop Service for customers moving out from a location and not moving to any other location.

The transfer process includes the additional functionalities that are run automatically during the Transfer process, such as refunding a deposit to the customer, creating a new customer mailing address, processing connection fees.

Deposits

NexusCIS provides a means for the acceptance, tracking, and accounting of customer deposits. Deposits can be requested from new customers as a form of security against account fault or equipment damage.

Deposit Interest

Interest for the period during which the accrued deposit means are held can be calculated.
Interest Method - Simple - The system calculates the interest based on the original deposit amount. Interest Method - Compound - calculations are based on the current deposit balance (deposit + accumulated interest).

Deposit Refund

A deposit plus any interest, if applicable, can be refunded to customers if they meet the criteria. There are two options for Refund Method:

- Apply to Account - deposit is refunded to the customer and applied to outstanding balances following the standard payment apply process.
- Refund Check - Deposit is refunded to a customer via check on full or partial deposit amount.

Deposit Amount

When creating a deposit request, the system can automatically calculate the requested deposit amount based on the selected calculation methods:

- Fixed Amount – The fixed deposit amounts can be defined based on the Meter Size, Customer Class, Service, etc.
- Calculated – The suggested deposit amounts are automatically calculated based on the specified rules (averages of 12 months of bills or last three bills, percentage of bill amounts…).

Transfer Account Receivables

Transfer the outstanding account balance from one location/customer to another. Mass A/R Transfer for Former Customers.

- The solution also provides the ability to mass transfer former customer balances to a new location for the same customer. The process looks for all former customers with outstanding balances that are current bill-to customers on an account.
- Partial Payment Transfer – A payment can be made to pay multiple locations balances. Any unapplied portion of the payment can be transferred to a different location.

Payment Processing

The Cogsdale Solution provides payment options including, but not limited to, Cashiering (walk-in), Back-office payment entry (Mail), Payment Import (e.g., other system, external/internal lockbox), via the Customer Engagement Portal (Online, App), and via integration to external systems via APIs. Cogsdale also is integrated to various payment processors like Moneris, Invoice Cloud or Paymentus. Kiosks are also available with models for Through the Wall, Outdoor (drive through), or inside free-standing all of which are fully integrated to various payment providers. If the utility has an existing Kiosk, then we would be able to integrate back to our solution via our APIs.

Collections

Customer payment history is often a key indicator of creditworthiness. A customer with a pattern of late payments, NSF checks, etc. is more likely to cause collections issues than a customer who always pays on time. Every organization has its own philosophy about steps to be taken, the number of actions or notices to be sent, the time between each action, what constitutes a credit risk, and so on. As procedures differ, so do the size of organizations; larger organizations running daily collections procedures have different employees managing various customer accounts. NexusCIS Collections is an exceptionally flexible and versatile tool, capable of managing a wide range of workflows. With Nexus Collections, you can create multiple collection cycles, each tailored to different groups of customers or specific needs.

The Cogsdale solution can manage a utility's entire collections process, including production aging reports, processing late fees, producing past due letters, providing payment plans, processing write-offs, transferring overdue balances to collections agencies, the management of NSFs (with automation to flag accounts, tack on NSF fees), and define a point system for delinquencies. It also provides the flexibility within the collections process for utilities to define what type of collections activates happen when, and what automated processes are associated (e.g., at step 1 create past due letter, at step xx auto create turn off S/O and charge a disconnect fee).

Write Off

The Bad Debt Write Off module identifies stale account receivables that are deemed uncollectable, based on criteria you identify in the process. The system allows for the identified uncollectable account to be

written off based on the number of days past due. The accounts with written off balances are flagged for future tracking.

Collection Agency Interface

The Cogsdale solution provides integration between NexusCIS and third-party collection agencies to automate the transfer of collection data. Using the Third-Party Collections Setup window, you can enable third-party collections and specify setup details and options for a third-party collections export. When a charge becomes a certain number of days past due, it is eligible to be sent to a Collections Agency. The file created is sent to the collection agency contains one line per location and customer. When the files are exported, a credit note is created and applied to the past-due exported documents, and a miscellaneous charge is created in the amount of the total charges exported for that account. The Cogsdale solution supports collection export/import from outside agencies, creating custom steps in collections to define and send the data necessary to support the process.

Penalties

The system calculates and creates penalty charge documents on unpaid outstanding balances. Depending on the Penalty Processing option (One Time Charge or Periodic), penalty processing can be run for multiple routes, cycles, or zones.

Loans

This CIS module allows utility customers to borrow a specific amount of money based on the specified loan terms, interest rate, and amortization period. Over time, the customer would repay this borrowed sum through a series of payments with interest.

Customer Communications

The Customer Communications solution represents a way of setting up how the customer prefers to receive documentation such as invoices and other notifications such as collection, device testing, budget, or special payment arrangement notices. This supports e-mail, printed and SMS message communication for further processes.

Message Body format - flexibility to set Customer Communications messages using standard format or HTML which allows adding parameters (process information) and links. Correspondence history – at the customer level, it is possible to view all communications history. SmartList - allows any generic report to be communicated to customers.

Service Order Management

Cogsdale's Service Order functionality manages all aspects of work performed for customers. An integral part of any organization's operations, Cogsdale recognizes the need for service order processes to be easy to maintain, flexible in focus and traceable at the task level to ensure work is completed in a timely fashion.

Cogsdale Service Orders provide a versatile toolset for entering, editing, scheduling, and printing service orders as well as monitoring and reporting on job completion.

Cogsdale Scheduler

Cogsdale works with clients in the development of Scheduler, to manage work across the organization. Scheduling and tracking employee activities has traditionally been very manual or handled through a separate work order system from the CIS system where the request originated. Scheduler is designed to provide graphical scheduling, work management and dispatching functionality for customer service representatives, supervisors, crews, employees, and dispatchers. Service Orders may be assigned to crews and employees from the service order window; appointments may be scheduled for any internal or external tasks. Tasks can be dispatched by e-mail or pager and applied to the employee's Outlook calendar.

COGSDALE

Quote

Client	City of Griffin	**Client Contact**	Gibb Cotton
Project Manager		**Prepared By**	Kirk Crowder
Reference Number	QUO-16065	**Case Number**	
Quote Effective Date	July 23, 2025	**Client PO**	
Description	CSM Upgrade		

Pricing

	Quantity		Rate		Total
Services					
Technical Upgrade	1	$	13,200.00	$	13,200.00
Sub-Total				***$***	***13,200.00***
Total				**$**	**13,200.00**

Payment Terms

Upon execution of this quote the following payment terms will apply:

Services

- 50% due on signing.
- 25% due on installation in test.
- 25% due on installation in production environment.

Maintenance and Support

N/A

Expenses

N/A – Work to be performed remotely.

Notes

- This quote is valid for 60 days from the quote effective date.
- This quote is fixed based on the current information available. If a scope change occurs Cogsdale will work with the client to come to a mutually acceptable adjustment to the original quote.
- Client must be current with their annual Maintenance and Support Contract during the life of the project.
- Client must ensure that they have prerequisites (i.e., SQL Server) and hardware in place that meets the minimum requirements for Microsoft Dynamics GP. System Requirements can be found at https://docs.microsoft.com/en-us/dynamics/s-e/gp/mdgp2018_system_requirements.
- If client has an outstanding AR balance over 30 days, Cogsdale reserves the right to stop or not start project work.
- Statement of work is defined in the sections following the authorization.

Authorization

Signature indicates the parties have read, understood, and agreed to all the contents of this quote.

In lieu of a signature, a purchase order can be provided to indicate acceptance of this quote.

Authorized by Client:	**Authorized by Cogsdale:**
	
Name/Date	**Name/Date:** Kirk Crowder July 23, 2025

For Inquiries, Please Contact:

Kirk Crowder
Sr. Account Executive and Product Specialist
Cogsdale Corporation
18 Great George Street
Charlottetown, PE C1A 4J6, Canada
Phone: (902) 812-2835
kcrowder@cogsdale.com

Client Description

The City of Griffin (Griffin) would like to upgrade the Cogsdale Solution from their current version (CSM 2023 R1.2) to the latest version. Exact versioning of products to be upgraded can be changed based on further review with Griffin and Cogsdale during the kickoff of the project.

Statement of Work

Technical Upgrade

A technical consultant will work with Griffin to perform the following tasks:

- Install an up-to-date version of CSM on a test server. This includes restoring production data to a test environment for testing.
- Install and verify an up-to-date version of CSM in a production environment after testing is completed by Griffin.
- Provide assistance with any technical issues that arise during testing.
- Provide go-live support the week upgrade is put in place. This includes technical issues that arise with the software installation.
- Project Management. A project manager will provide overall project guidance, project plan, risk management, time reporting, status reports, scope, and budget control.
- Services to be provided remotely.

Under no circumstances shall Cogsdale Corporation be liable for any special, indirect, consequential, punitive, or incidental damages of any kind and shall not be liable for loss of profits, works stoppage, system failure or malfunction, loss of data or any other damages or losses in connection with this statement of work. Cogsdale Corporation shall not be liable to pay any amount, in the aggregate, that is greater than the fees received by Cogsdale Corporation under this statement of work.

Griffin
Growing, TOGETHER

City of Griffin, Georgia AM 8/10/25
100 S Hill Street
P O Box T
Griffin, Georgia 30224
(770) 229-6401

DATE: 8/12/25

FY26 Purchase Order No. 26-0073
Bid/Quote No. 16064-16065
Vendor No. 778

Vendor Name & Address
Cogsdale
Attn: Kirk Crowder
62133 Collections Center Dr
Chicago, IL 60693-0621 USA
kcrowder@cogsdale.com
Ph: 902-812-2835 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:
City of Griffin
Information Technology
100 S Hill Street
Griffin, GA 30223

ATTN: Gibb Cotton
Phone: 678-692-0386 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

- VENDORS HAVE AGREED TO CITY PO TERMS AND CONDITIONS -WRITTEN CONFIRMATION ATTACHED Y/N:

Description	Account Number	Quantity	UOM	Unit Price	Extended Totals
QUO-16065-CSM Upgrade	101 - 1535 - 52 - 1200 -	1		13,200.000	13,200.00
QUO-16064-NexusCIS (GP Split)	101 - 1535 - 52 - 1200 -	1		87,360.000	87,360.00
	- - - -				
	- - - -				
	- - - -				
	- - - -				
	- - - -				
	- - - -				
	- - - -				
	- - - -				
CAPITAL PROJECT #:	- - - -	*enter debit/credit amounts in*			
(DISTRIBUTION & $$)	- - - -	*the extended totals column*			
COMMENTS: Sole Source			**Totals: $**	**$**	**100,560.00**

FY26 Purchase Order

COG USE ONLY
PRICING METHOD:
Verbal / Phone
X Email/Mail/Fax
Bid / RFP #
Copy emailed to Supplier

COG USE ONLY
GIBB COTTON 8/12/2025
Dept / Requestor / Date

Purchasing / Date
Deborah M Gilbert 8.13.25

Department Mgr / Date

Finance Director / Date

City Manager / Date

BOARD / Date

	Supplier Notified

TERMS AND CONDITIONS OF PO / CONTRACT

ARTICLE 1 PURCHASE ORDER AUTHORIZATION

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

ARTICLE 2 PURCHASE ORDER NUMBER

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

ARTICLE 3 ACCEPTANCES

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

ARTICLE 4 PRICE

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

ARTICLE 5 DELIVERIES, TITLE AND RISK OF LOSS

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

ARTICLE 6 PARTS

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

ARTICLE 7 WARRANTIES

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

ARTICLE 8 REMEDIES

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

ARTICLE 9 CONFLICTS OF LAWS

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

ARTICLE 10 MODIFICATIONS

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

ARTICLE 11 PATENT INFRINGEMENT

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

ARTICLE 12 TERMINATIONS FOR CAUSE

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

ARTICLE 13 TERMINATIONS FOR CONVENIENCE

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

ARTICLE 14 ENTIRE AGREEMENTS

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

ARTICLE 15 WORKS ON PREMISES

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

ARTICLE 16 QUALITY GUARANTEE

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

ARTICLE 17 QUALITY TERMS

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

AGENDA ITEM SUMMARY

ITEM SUMMARY:

Consider a contract with Contech Engineered Solutions, sole source, in the amount of $173,429.70 for an aluminum arch, wing walls, and foundation for the roadway extension of Elle's Way. *Public Works Director, Mariza Eller, will address.*

SPECIAL CONSIDERATIONS OR CONCERNS:

Contech Engineered Solutions is the sole source and provider of the aluminum arch, wing walls, and foundation needed for the extension of Elle's Way that will intersect into Blanton Avenue and N. 3rd Street. These items are essential for the project, as the roadway will have to cross a creek. The aluminum arch, wing walls, and foundation are built to specifications designed by engineers for the project. The City of Griffin will save money by purchasing directly from the manufacturer, enabling us to manage City funds responsibly. SPLOST 2016 funds in the amount of $173,429.70 will be utilized for the project. The Vendor accepted the City's Purchase Order terms and conditions.

STAFF RECOMMENDATION:

Staff recommends approval.

FINANCIAL IMPACT:

SPLOST 2016 funds are being utilized in the amount of $173,429.70 for the aluminum arch, wing walls, and foundation for the roadway extension of Elle's Way

Submitted By:
Mariza Eller

Meeting Date:
26/08/2025

Reviewed By:
Jessica O'Connor

ATTACHMENTS:
Contech PO
Contech Sole Source

Griffin
Growing, TOGETHER

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

AM 8/12/25

DATE: 8/8/25

FY26 Purchase Order No. 26-0068
Bid/Quote No. 820577-25JIY9
Vendor No.

Vendor Name & Address
Contech Engineered Solutions LLC
Attn: Chris Pittman
6488 Wauka View Drive
Clermont, GA 30527
chris.pittman@conteches.com
Ph: 770-530-8769 Fax:

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

Deliver to:
City of Griffin
Public Works
100 S Hill Street
Griffin, GA 30223

ATTN: Mariza Eller
Phone: 770-229-6603 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

- VENDORS HAVE AGREED TO CITY PO TERMS AND CONDITIONS -WRITTEN CONFIRMATION ATTACHED Y/N Y

Description	Account Number	Quantity	UOM	Unit Price	Extended Totals
ALUMINUM ARCH, WING WALLS, &	321 - 4220 - 54 - 1414 - 0000				$173,429.70
FOUNDATION - ELLS WAY PROJECT	901 - 0000 - 13 - 1117 - 0000				-$173,429.70
	901 - 4200 - 11 - 7607 - 0000				$173,429.70
	- - - -				
	- - - -				
	- - - -				
	- - - -				
	- - - -				
	- - - -				
	- - - -				
CAPITAL PROJECT #:	- - - -	enter debit/credit amounts in			
(DISTRIBUTION & $$)	- - - -	the extended totals column			

COMMENTS: Sole Source

Totals: $ $173,429.70

FY26 Purchase Order

COG USE ONLY ⬇ COG USE ONLY ⬇

PRICING METHOD:

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

Dept / Requestor / Date
Department Mgr / Date
Purchasing / Date
Deborah M Gilbert 8.13.25
Finance Director / Date
City Manager / Date
BOARD / Date

TERMS AND CONDITIONS OF PO / CONTRACT

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

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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.

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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.

CONTECH
ENGINEERED SOLUTIONS
A QUIKRETE® COMPANY

Quotation

Quote # QUO-820577-L9J1Y9

Date	8/7/2025	**Account Name**	City of Griffin	**Reply-To**	
Quote #	QUO-820577-L9J1Y9	**Contact Name**	Mariza Eller	**Contech Rep.**	Chris Pittman
		Phone	(770) 229-6603	**Address**	6488 Wauka View Dr, Clermont, GA, 30527
Project Name	Elles Way	**Fax**	(770) 229-6613	**Phone**	770-530-8769
Project #	838935	**Email**	meller@cityofgriffin.com	**Fax**	866-864-2691
Project City/State	Griffin, GA			**Email**	Chris.Pittman@conteches.com

Contech's offer to sell the products described in this quotation is expressly conditioned upon Buyer's assent to the Contech Conditions of Sale ("Contech COS") included herewith and/or viewable at www.conteches.com/cos. A valid tax exemption certificate must be issued to Contech or sales tax will be added.

Item #	Description	Pieces	Quantity	Extended Unit Price	Unit	Unit Total
	Pure Arch Aluminum 30N - Shape : Single Radius Arch, Span/Rise/Structure N : 15'-0" Span x 7'-9" Rise (30N), Plate Gage : 0.125, Bottom Centerline Length : 90, Inlet End Treatment : Aluminum Head Wall, Outlet End Treatment : Aluminum Head Wall, Notes for Quote : Price Includes Strip Foundation design with geotech provided by others. Wing Wall #1 - Length (ft)18 Wing Wall #1 - Angle 45 Wing Wall #1 - End Ht (ft) 7.75 Wing Wall #2 - Length (ft) 13.5 Wing Wall #2 - Angle 45 Wing Wall #2 - End Ht (ft) 7.75 Wing Wall #3 - Length (ft) 13.5 Wing Wall #3 - Angle 45 Wing Wall #3 - End Ht (ft) 7.75 Wing Wall #4 - Length (ft 13.5 Wing Wall #4 - Angle 45 Wing Wall #4 - End Ht (ft) 7.75	1.00	90.00	$997.73	FT	$89,795.70
	Steel Express Foundation - Length (Enter structure length x 2) : 180, Height : 2, Width : 7, Notes for Quote : Contractor to supply 99.1 CY of 4000psi concrete. Footing size based on 6.5' of cover and a bearing of 3000psf.		1.00	$83,634.00	EA	$83,634.00
					Total	$173,429.70
				(Tax not included)	**Net Total**	$173,429.70

Standard Notes

1.All orders must be shipped within 30 days of manufacture. Should you be unable to accept delivery of materials at the agreed upon time, a storage charge equal to a maximum of 5% per month of the selling price of the stored material applies. Refer to Article 19 Contech CONDITIONS OF SALE.

2.Allowable unloading time for delivery trucks is two (2) hours. Demurrage charges of $100.00 per hour thereafter will be added.

3.Construction loadings typically exceed the intended post-construction live load used for design. Contact your Contech representative for specific guidelines and limitations based on the construction live loads anticipated.

4.Contech cannot certify that its Aluminum Structural Plate (ALSP) products meet the domestic sourcing requirements of the Build America, Buy America (BABA) Act, as implemented by the Office of Management and Budget's October 23, 2023 guidance. Our ALSP products are made entirely from aluminum, a non-ferrous metal, and as a result, are considered Construction Materials for purposes of BABA, which requires that all manufacturing processes of Aluminum construction materials, including initial smelting or melting, to occur in the United States. Waivers for products that do not satisfy BABA's domestic sourcing requirements may be available to Project Owners.

5.Flexible structures of the type on this project are reliant on the type of structural backfill used, the compaction of that material and the balanced placement of structural backfill. Contact your Contech representative for specific information.

6.One or more of the products quoted herein is nonstandard and not returnable. A down payment equal to 1/3 of the item(s) total is required and must be received prior to commencement of any performance by Contech.

7.Quotation is based upon estimated (not guaranteed) quantities. Buyer must verify final quantities needed prior to commencement of work by Contech. If Buyer elects to purchase from Seller only a portion of the material quoted, Seller retains the right to adjust its prices.

8.The estimated manufacturing lead time for this material is 10-13 weeks from the receipt of approved submittal documents.

9.The material included in this quotation is to be designed and manufactured exclusively for this project, is not subject to cancellation and cannot be returned to stock. See Section 16 of the Contech COS.

CONTECH®
ENGINEERED SOLUTIONS
A QUIKRETE® COMPANY

Quotation

Quote # QUO-820577-L9J1Y9

Standard Notes

10.This quotation expires 30 days from the date shown. Prices are firm for shipment within 90 days of the date of quotation and are subject to a maximum escalation of 8% for each 30 days thereafter.

Scope Of Work

Aluminum Structural Plate

Aluminum Structural Plate pricing includes plate layout drawings, unassembled materials including corrugated aluminum structural plates, reinforcing ribs (when applicable), and sufficient bolts and nuts. Anchor bolts, special fabrications for non square ends and fittings with associated hardware of any kind are not included unless specifically priced herein.

Steel Express Foundations

Steel Express Foundation pricing does not include any site preparation or installation of any kind. For the Express Foundations, a contractor must perform the following:

1) Prepare subgrade and verify strength of the foundation.
2) Unload and place Steel Express Foundations
a. Prior to delivery, CONTECH shall provide estimated pick weight of Express Foundation units.
b. Contractor shall stake the foundation with stakes provided by CONTECH
c. Contractor to backfill around foundation prior to placing concrete.
3) Place lap splice reinforcing (provided) at joints in foundations
4) Fill foundation with required strength in-fill concrete (provided by Contractor)
a. If pouring concrete prior to setting the structure, contractor will need to block out the keyway prior to pouring concrete
b. Ask Contech Rep for in-fill concrete quantity if not provided above.
c. In-fill concrete must reach 75% of the design strength prior to backfilling.

PAYMENT TERMS ARE 1/2%-10, NET 30 DAYS FROM DATE OF INVOICE UNLESS MATERIAL IS OTHERWISE NOTED AS NON-STANDARD ABOVE. IF NON-STANDARD, PAYMENT TERMS ARE 1/3 AT ORDER ACCEPTANCE AND PRIOR TO START OF PRODUCTION, 2/3 NET 30 DAYS FROM DATE OF INVOICE. THIS OFFER IS SUBJECT TO CREDIT APPROVAL. PRICES QUOTED APPLY ONLY TO THE REFERENCED PROJECT AND ARE IN EFFECT FOR 30 DAYS FROM THE DATE OF QUOTATION. SELLER RESERVES THE RIGHT TO ADJUST PRICES AFTER 30 DAYS FROM THE DATE OF QUOTATION BUT THE CONTECH COS REMAIN APPLICABLE. PRICES ARE BASED ON ESTIMATED QUANTITIES SHOWN. IF A DIFFERENT QUANTITY IS PURCHASED, CONTECH RESERVES THE RIGHT TO ADJUST THE PRICES. THIS QUOTATION CONTAINS THE ENTIRE AGREEMENT WITH RESPECT TO PURCHASE AND SALE OF PRODUCTS DESCRIBED AND SUPERSEDES ALL PREVIOUS COMMUNICATIONS, BUYER'S SIGNATURE BELOW, DIRECTION TO MANUFACTURE, OR ACCEPTANCE OF DELIVERY OF GOODS DESCRIBED ABOVE, SHALL BE DEEMED AN ACCEPTANCE OF THE CONTECH COS. SELLER EXPRESSLY REJECTS ANY OTHER TERMS AND CONDITIONS. PRICES ARE F.O.B. ORIGIN WITH FREIGHT ALLOWED TO THE JOBSITE WITH UNLOADING BY OTHERS AT A TRUCK ACCESSIBLE LOCATION.THIS QUOTATION IS ISSUED BY CONTECH ENGINEERED SOLUTIONS LLC FOR ITSELF AND/OR ON BEHALF OF ONE OR MORE OF ITS SUBSIDIARIES.

Acceptance		Contech Engineered Solutions LLC.	
WE HEREBY ORDER THE DESCRIBED MATERIAL SUBJECT TO ALL TERMS AND CONDITIONS OF THIS QUOTATION AND IN THE Contech COS INCLUDED HEREWITH AND VIEWABLE AT www.conteches.com/cos		By	Chris Pittman
Company		(O)	770-530-8769
By		(F)	866-864-2691
Title		(Cell)	
Date		Title	

Quote # QUO-820577-L9J1Y9

Contech - CONDITIONS OF SALE

1. ACCEPTANCE. This quotation from Contech Engineered Solutions LLC ("Seller") is an offer to sell to the aforementioned customer ("Buyer"). BUYER'S RIGHT TO ACCEPT THIS OFFER IS LIMITED TO BUYER'S ASSENT TO THE CONDITIONS OF SALE PRINTED HEREON AND THE ATTACHED OR ACCOMPANYING QUOTATION, AND NO TERMS ADDITIONAL TO OR DIFFERENT FROM THOSE IN THIS OFFER ARE BINDING ON SELLER. THERE ARE NO UNDERSTANDINGS, TERMS, CONDITIONS OR WARRANTIES NOT FULLY EXPRESSED HEREIN. Buyer's signature to the quotation, direction to manufacture, or acceptance of delivery of the products described in this quotation, shall be deemed an acceptance of these Conditions of Sale. Seller may elect not to manufacture or deliver any product until Buyer returns a signed copy of this quotation.

2. LIMITED WARRANTIES. Seller warrants that it can convey good title to the products sold hereunder and that they are free of liens and encumbrances. Seller also warrants that the products sold hereunder are substantially free from defects in manufacturing and workmanship and shall conform to the specifications described in this quotation for a period of one (1) year from the date of delivery. This limited warranty does not apply to any products sold hereunder which have been modified or disassembled, that have been subjected to misuse, misapplication, neglect, alteration, accident or act of God, or that have been improperly installed, operated or maintained. THE FOREGOING WARRANTY IS IN LIEU OF AND EXCLUDES, AND SELLER HEREBY DISCLAIMS, AND BUYER HEREBY WAIVES, ALL OTHER WARRANTIES, WHETHER WRITTEN, VERBAL, EXPRESS OR IMPLIED, BY LAW OR OTHERWISE, INCLUDING, WITHOUT LIMITATION, ANY IMPLIED WARRANTIES OF MERCHANTABILITY, FITNESS FOR ANY PARTICULAR PURPOSE OR HABITABILITY.

3. LIMITATION OF BUYER'S REMEDIES. Buyer's exclusive remedy under Section 2 shall be limited to requiring Seller, at Seller's option, to repair or replace any defective or non-conforming products or allow credit for the defective or non-conforming products. Seller makes no warranty whatsoever with respect to accessories, goods, or parts furnished by Seller but not manufactured by Seller, which carry only the warranty, if any, in the applicable manufacturer's warranty (if any) to the extent permitted by the terms of such warranty between Seller and such manufacturer.

4. LIMITATION OF LIABILITY. Seller's total cumulative liability in any way arising from or pertaining to any product or service sold or required to be sold hereunder, whether based on contract, warranty, tort (including negligence) or other grounds, shall NOT exceed the purchase price paid by Buyer for such products or services. Neither Seller nor Buyer will be liable to the other, or any third party beneficiary, whether as a result of breach of contract, warranty, tort (including negligence and strict liability) or other grounds, for special, consequential, incidental, punitive (if allowed by law) or other indirect damages of any kind, including, but not limited to, loss of data, loss of profits or revenue, loss of use of the products furnished by Seller pursuant to this quotation or any associated product, cost of capital, cost of substitute products, facilities, services, downtime costs, or claims, or for liquidated damages (delay or otherwise) incurred by such party from any third party.

5. FORCE MAJEURE. In any event and in addition to all other limitations stated herein, Seller shall not be deemed to have failed to comply with any schedule for any delay in delivery or performance, which is caused by (i) any act of God, the performance of any government order, any order bearing priority rating or order placed under any allocation program (mandatory or voluntary) established pursuant to law, local labor shortage, fire, flood or other casualty, governmental regulation or requirement, shortage or failure of raw material, supply, fuel, power or transportation, breakdown of equipment, or any cause beyond Seller's reasonable control whether of similar or dissimilar nature to those above enumerated, or (ii) due to any strike, labor dispute, or difference with workers, regardless of whether or not Seller is capable of settling any such labor problem. In connection with any such delay, the agreed delivery date(s) or time for performance shall be extended for a period equal to the duration of the delay.

6. PASSAGE OF TITLE AND RISK OF LOSS. Title to the products sold hereunder and risk of loss shall pass upon delivery to the carrier at the point of shipment. Neither Buyer nor the consignee shall have the right to divert or reconsign such shipment to any destination other than specified in the bill of lading without permission of Seller. Unless otherwise agreed, Seller reserves the right to select the mode of transportation.

7. PAYMENTS AND LATE CHARGES ON PAST DUE ACCOUNTS. Buyer represents that Buyer is solvent and can and will pay for the products sold to Buyer in accordance with the terms hereof. If Buyer shall fail to comply with any provision or to make payments in accordance with the terms hereof or any other contract between Buyer and Seller, Seller may at its option defer shipments or, without waiving any other rights it may have, terminate this contract. All deliveries shall be subject to the approval of Seller's Credit Department. Seller reserves the right, before making any delivery, to require payment in cash or security for payment, and if Buyer fails to comply with such requirement, Seller may terminate this contract. A late charge of 1-½% monthly (18% annual rate) or the maximum allowed by state law, if less, will be imposed on all past due accounts, and Buyer is responsible for all costs of collection including, without limitation, reasonable attorneys' fees and court costs.

8. TRANSPORTATION CHARGES. Delivered prices or prices involving competitive transportation adjustments shall be subject to appropriate adjustment to reflect changes in transportation charges.

9. CLAIMS BY BUYER. Buyer shall thoroughly inspect products sold hereunder immediately upon receipt to verify conformance with the specifications hereof. Buyer must notify Seller of claims for failure or delay in delivery within 30 days after the scheduled delivery date. Buyer must notify Seller of any claims for nonconforming or defective products within 15 days after the nonconformity or defect was or should have been discovered. In addition, Seller must be given an opportunity to investigate the claim before Buyer modifies, removes or disposes of the product(s), or else Buyer's claim will be barred. Seller shall incur no liability for damage, shortages, or other cause alleged to have occurred or existed at or prior to delivery to the carrier unless the Buyer shall have entered full details thereof on its receipt to the carrier.

10. MECHANICAL PROPERTIES; CHEMICAL ANALYSES. Data referring to mechanical properties or chemical analysis are the result of tests performed on specimens obtained from specific locations of the product(s) in accordance with prescribed sampling procedures; any warranty thereof is limited to the values obtained at such locations and by such procedures. There is no warranty with respect to values of the products at other locations.

11. PATENTS. Seller shall indemnify Buyer against attorneys' fees and any damages or costs awarded against Buyer in the event any legal proceeding is brought against Buyer by a third person claiming the product(s) delivered hereunder in itself constitutes an infringement of any U.S. patent, provided Buyer gives Seller prompt notice of any such suit being brought, gives Seller the opportunity to defend any such suit, and cooperates with Seller with respect to any such defense; unless the product is made in accordance with material designs, or specifications required by Buyer, in which case Buyer shall similarly indemnify Seller.

12. PERMISSIBLE VARIATIONS. The products sold hereunder shall be subject to Seller's standard manufacturing and color variations, efflorescence, tolerances and classifications.

13. TECHNICAL ASSISTANCE. In no event shall Seller bear any responsibility for claims arising from technical advice or assistance provided to Buyer. Advice and assistance provided by Seller is for Buyer's guidance only, and Buyer agrees to rely solely on its own architects, engineers and other technical expert.

14. TAXES. No taxes imposed with respect of the sale of the products or services sold hereunder are included in any quotation by Seller. All applicable taxes shall be added and paid by Buyer in addition to the purchase price.

15. BUYER'S RIGHT OF TERMINATION. Buyer may terminate this contract in whole or in part upon notice in writing to Seller. Seller shall thereupon cease work and transfer to Buyer title to all completed and partially completed products and to any raw materials or supplies acquired by Seller especially for the purpose of performing this contract upon Buyer paying Seller the sum of the following:
(1) the contract price for all products which have been completed prior to termination;
(2) the cost to Seller of the material or work in process (including engineering work) as shown on the books of Seller in accordance with the accounting practice consistently maintained by Seller plus a reasonable profit thereon, but in no event more than the contract price;
(3) the cost f.o.b. Seller's plant of materials and supplies acquired especially for the purpose of performing this contract; and
(4) reasonable cancellation charges, if any, paid by Seller on account of any commitment(s) made hereunder.

16. WAIVER. Failure or inability of either party to enforce any right hereunder shall not waive any right in respect to any other or future rights or occurrences.

17. DELIVERY. Delivery of the products sold hereunder shall be made pursuant to a delivery schedule agreed to by Buyer and Seller. The Buyer hereby agrees to take delivery of the product(s) hereunder within thirty (30) days after notification, oral or written, that the products are ready for shipment. In the event that the Buyer does not arrange to take delivery of the products in accordance herewith, Seller, at Seller's option, may:
(a) invoice the Buyer for the products less freight if applicable; store the products in Seller's yard for a period not to exceed sixty (60) days from the date of invoice; charge a storage fee not to exceed 5% per month or fraction thereof of the selling price of the stored products; add any applicable price increases listed on the quotation; charge for any repair work to protective coatings harmed by weathering while such products are being stored; and charge applicable freight when shipment to the Buyer is made. Products remaining in storage after sixty (60) days from the invoice date shall become the property of the Seller for disposition at the Seller's discretion; or
(b) cancel the order and invoice the Buyer for cancellation charges, which shall be 25% of the selling price of the products if the products are standard, in-stock material, or the full selling price if the products are special or nonstandard in nature and were especially fabricated for the Buyer.

18. DOCUMENTATION. Except as otherwise specifically set forth in the scope of work provided as part of this quotation, all documents, including drawings, specifications, computer files, electronic media, data, engineering calculations, notes, and other documents and instruments prepared or furnished by Seller (collectively the "Documentation") are owned by and the property of Seller. Seller shall retain all common law, statutory and other reserved rights, including copyright, applicable to the Documentation. The Documentation is not intended or represented to be suitable for use on any other project. Buyer agrees to indemnify and hold Seller harmless against all claims, damages, losses, and expenses (including reasonable attorneys' fees) arising from or in any way connected with the unauthorized use or modification of the Documentation by Buyer or any person or entity that acquires or obtains the Documentation from or through Buyer without the written authorization of Seller. Seller shall have no liability to Buyer or others for changes made to the Documentation by Buyer without Seller's prior written approval.

19. PERIOD OF LIMITATIONS. Buyer and Seller agree that any action by Buyer against Seller relating to this contract or the products sold hereunder, including, without limitation, any action for breach of contract or warranty, or otherwise in connection with the products sold under this contract, must be commenced by Buyer against Seller within one (1) year after the cause of action therefore accrues or one (1) year of delivery of the products sold hereunder, if less.

20. CONFLICTING PROVISIONS OFFERED BY BUYER. Any terms and conditions of any purchase order or other instrument issued by the Buyer, in connection with the subject matter of this document, which are in addition to or inconsistent with the terms and conditions expressed herein, will not be binding on Seller in any matter whatsoever unless accepted by Seller in writing.

21. SEVERABILITY. In case any provision of this contract shall be declared invalid, illegal or unenforceable, the validity, legality and enforceability of the remaining provisions shall not in any way be affected or impaired.

22. APPLICABLE LAW. This contract shall be governed by, and construed and enforced in accordance with, the laws of the state of the project site described in the quotation, without regard to conflicts of law provisions. Buyer and Seller agree that venue for any action brought for the breach of or enforcement of this contract will lie in the county of the project site described in the quotation. AS A MATERIAL INDUCEMENT TO ENTER INTO THIS CONTRACT, BOTH PARTIES WAIVE THE RIGHT TO TRIAL BY JURY IN ANY PROCEEDING ARISING OUT OF OR RELATED TO THIS CONTRACT.

REV. 11/24

CITY OF GRIFFIN
FY26 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 aluminum arch, wing walls, and foundation

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

Supplier/Source Name/Address: **Contech Engineered Solutions - 6488 Wauka View Drive Clermont Ga**

Supplier/Source Contact: **Chris Pittman** **Phone:** **770-530-8769**

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?

Aluminum arch, aluminum head wall, wing walls, and steel foundation for the expansion of Elles Way .

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

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

Contech Engineered Solutions is the sole source and provider of the aluminum arch, aluminum head wall, wing walls, and steel foundation. This is apart of the Elles Way expansion project where the roadway will cross a creek. The items listed above are built to specifications designed by our engineers for the project. Purchasing directly from Contech will save the City of Griffin money on this project.

Requestor Information

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

Date of Request: 8/8/2025 Requestor: Mariza Eller

Department: Public Works Dept Accting Code: SPLOST 2016 Phone: 770 229 6603

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 audit engagement letter with Mauldin & Jenkins, Certified Public Accountants, as a professional service, for agreed upon procedures to provide Parity Bond Test Certificate for 2025 CPU bond offering. *Finance Director, Deborah Manning-Gilbert, will address.*

SPECIAL CONSIDERATIONS OR CONCERNS:

A Parity Bond Test Certificate is required to satisfy the parity bond requirements set forth in Section 1202 of the Master Resolution.

STAFF RECOMMENDATION:

Staff recommends approval.

FINANCIAL IMPACT:

Fees are based on time required by the individuals assigned to the engagement, plus direct expenses.

Submitted By:
Deborah Gilbert

Meeting Date:
26/08/2025

Reviewed By:
Jessica O'Connor

ATTACHMENTS:
Mauldin Jenkins AUP - 2025 CPU Bonds Parity Test Certificate.pdf
Master Bond Res (executed) 3-22-2022.pdf

MAULDIN & JENKINS
CPAs & ADVISORS

August 18, 2025

Honorable Mayor and Members of the
City Commission and City Manager
City of Griffin, Georgia
100 South Hill Street
Griffin, Georgia 30223

We are pleased to confirm our understanding of the terms of our engagement and the nature and limitations of the services we are to provide for the City of Griffin, Georgia (the "Government").

We will apply the procedures enumerated below which the Government has specified and which are listed below to assist you with respect to the issuance of the City of Griffin, Georgia Combined Public Utility Revenue Bonds, Series 2025. By signing this engagement letter, you agree to those procedures and acknowledge that the procedures to be performed are appropriate for the intended purpose of this engagement for which this report has been requested. Our engagement to apply agreed-upon procedures will be conducted in accordance with attestation standards established by the American Institute of Certified Public Accountants (AICPA). Those standards require that we obtain your written agreement to the procedures to be applied and your acknowledgement that those procedures are appropriate for the intended purpose of the engagement, as described in this letter. A refusal to provide such agreement and acknowledgment will result in our withdrawal from the engagement. We make no representation that the procedures we will perform are appropriate for the intended purpose of the engagement or for any other purpose.

Because the agreed-upon procedures do not constitute an examination or review, we will not express an opinion or conclusion on any of the specific elements, accounts, or items referred to in our report. In addition, we have no obligation to perform any procedures beyond those listed below. If, however, as a result of the procedures or through other means, matters come to our attention that cause us to believe that the information in the Official Statement is not accurately presented, we will disclose those matters in our report. Such disclosure, if any, may not necessarily include all matters which might have come to our attention had we performed additional procedures or an examination.

We plan to begin our procedures on August 1, 2025.

We will issue a written report upon completion of our engagement that lists the procedures performed and our findings. Our report will be addressed to Members of the City Commission for the City of Griffin, Georgia. If we encounter restrictions in performing our procedures, we will discuss the matter with you. If we determine the restrictions are appropriate we will disclose the

restrictions in our report. Our report will contain a paragraph indicating that had we performed additional procedures, other matters might have come to our attention that would have been reported to you.

There may exist circumstances that, in our professional judgment, will require we withdraw from the engagement. Such circumstances include the following:

- You refuse to provide written agreement to the procedures and acknowledge that they are appropriate for the intended purpose of the engagement.
- You fail to provide requested written representations, or we conclude that there is sufficient doubt about the competence, integrity, ethical values, or diligence of those providing the written representations, or we conclude that the written representations provided are otherwise not reliable.
- We determine that the description of the procedures performed or the corresponding findings are misleading in the circumstances of the engagement.
- We determine that restrictions on the performance of procedures are not appropriate.

An agreed-upon procedures engagement is not designed to detect instances of fraud or noncompliance with laws or regulations; however, should any such matters come to our attention, we will communicate them in accordance with professional standards and applicable law. In addition, if, in connection with this engagement, matters come to our attention that contradict procedures enumerated below , we will communicate such matters to you.

The specific agreed-upon procedures to be performed with respect to the issuance of the Combined Public Utility Revenue Bonds, Series 2025 and relative to parity bond considerations from the bond resolution, are outlined below.

a. We will obtain the amount considered to be the pro-forma maximum bond debt service from William J. Camp Public Finance Managing Director hired by the City. We will then obtain from management the unaudited net revenues of the Water and Electric funds and certify that for the period of 12 full consecutive calendar months out of the 18 consecutive calendar months preceding the month of the adoption of proceedings for the issuance of the Additional Bonds, the Debt Service Coverage Ratio (excluding (x) any Bonds which are to be refunded or defeased by the proposed Additional Bonds and (y) any payments of Debt Service Offset, and including for calculation of the Debt Service Requirement the proposed Additional Bonds which are to be issued) for each full Bond Year subsequent to issuance of the proposed Additional Bonds, shall not be less than 1.20.

You are responsible for the presentation of the information included in the bond offering; and for selecting the criteria and determining that such criteria are appropriate for your purposes. In addition, you are responsible for providing us with (1) access to all information of which you or the appropriate party are aware that is relevant to the performance of the agreed-upon procedures on the subject matter, (2) additional information that we may request from the appropriate party for the purpose of performing the agreed-upon procedures, and (3) unrestricted access to persons within the entity from whom we determine it necessary to obtain evidence relating to performing those procedures.

At the conclusion of our engagement, we will require certain written representations in the form of a representation letter from management that, among other things, will confirm management's responsibility for the presentation of the information related to the Government included in the bond offering.

David Irwin is the engagement partner and is responsible for supervising the engagement and signing the report or authorizing another individual to sign it.

Our fees are based on the time required by the individuals assigned to the engagement, plus direct expenses. We will submit our bill for services promptly upon rendering the special report. A service charge of 1.5% (18%) annually will be added onto any balances not paid within 30 days.

You agree to hold us harmless and to release, indemnify, and defend us from any liability or costs, including attorney's fees, resulting from knowing misrepresentations to us.

We appreciate the opportunity to assist you and believe this letter accurately summarizes the significant terms of our engagement. If you have any questions, please let us know. If you agree with the terms of our engagement as described in this letter, please sign the enclosed copy and return it to us. If the need for additional procedures arises, our agreement with you will need to be revised. It is customary for us to enumerate these revisions in an addendum to this letter. If additional specified parties of the report are added, we may require that they acknowledge in writing their agreement with the procedures performed, or to be performed, and their acknowledgment that the procedures are appropriate for their purposes

Sincerely,

MAULDIN & JENKINS, LLC



David Irwin

Confirmed on behalf of the addressee:

_____

_____, 20___

CITY OF GRIFFIN, GEORGIA

MASTER BOND RESOLUTION

Adopted March 22, 2022

PROVIDING FOR ISSUANCE OF

CITY OF GRIFFIN (GEORGIA)
COMBINED PUBLIC UTILITY REVENUE BONDS

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EXHIBIT A - Form of Current Interest Bond

MASTER BOND RESOLUTION

THIS MASTER BOND RESOLUTION (THIS "**RESOLUTION**"), ADOPTED MARCH 22, 2022, BY THE BOARD OF COMMISSIONERS OF THE CITY OF GRIFFIN (THE "**BOARD OF COMMISSIONERS**"), PROVIDING FOR THE ISSUANCE OF THE CITY OF GRIFFIN (GEORGIA) COMBINED PUBLIC UTILITY REVENUE BONDS, IN ONE OR MORE SERIES TO FINANCE (I) THE REFUNDING OF REVENUE BONDS OR OTHER OBLIGATIONS ISSUED BY THE CITY OF GRIFFIN (THE "**CITY**" OR THE "**ISSUER**") FOR THE CITY'S COMBINED PUBLIC UTILITY SYSTEM (THE "**SYSTEM**") AND (II) THE ACQUISITION, CONSTRUCTION AND EQUIPPING OF IMPROVEMENTS FOR THE SYSTEM; PROVIDING FOR THE ISSUANCE OF ADDITIONAL BONDS AND INCURRENCE OF OTHER OBLIGATIONS; PROVIDING FOR PAYMENT OF SUCH BONDS AND OBLIGATIONS FROM CERTAIN REVENUES OF THE SYSTEM; MAKING CERTAIN COVENANTS AND AGREEMENTS IN CONNECTION THEREWITH, INCLUDING, BUT NOT LIMITED TO A RATE COVENANT AND COVENANTS REGARDING DEFAULTS AND REMEDIES; AND PROVIDING FOR OTHER MATTERS.

PREAMBLE

1. Under and by virtue of authority of the Revenue Bond Law, codified in O.C.G.A. § 36-82-60, *et seq.*, the Constitution of the State of Georgia, the general laws of the State of Georgia, and the laws of the State of Georgia relating to the City, a municipal corporation of the State of Georgia, the City is authorized to issue its revenue bonds payable from revenue derived from the operation and ownership of the existing electric system, water system, and sewer system, which is managed as a combined public utility system, and the City is authorized to improve the System for its own use and for the use of public and private consumers within the territorial limits of the City. The City is further authorized to prescribe and revise rates and collect fees, tolls and charges for the services and facilities furnished by the System and, in anticipation of the collection of revenues from the System, to issue revenue bonds to finance, in whole or in part, the cost of any such improvements and to pay the expenses incident thereto and to refund revenue bonds previously issued.

2. Capitalized terms used but not otherwise defined in this Preamble shall have the meanings given such terms Article II of this Resolution.

3. The City has previously issued its CITY OF GRIFFIN COMBINED PUBLIC UTILITY REVENUE REFUNDING BONDS, SERIES 2012, in the aggregate principal amount of $57,500,000 (the "**Series 2012 Bonds**") for the purpose of providing funds to currently refund and redeem the City's outstanding COMBINED PUBLIC UTILITY REVENUE REFUNDING AND IMPROVEMENT BONDS, SERIES 2002, the proceeds of which were used by the City to finance the acquisition, construction and installation of certain additions, extensions and improvements to the System. The Series 2012 Bonds are currently outstanding in the aggregate principal amount of $37,635,000, bear interest at the rates set forth below, payable semi-annually on the first days of January and July in each year, and mature on January 1 in the years and in the amounts as follows

Year	Principal Amount	Interest Rate
2023	$3,125,000	4.000%
2024	3,250,000	5.000
2025	3,415,000	5.000
2027*	7,275,000	3.000
2028	3,800,000	5.000
2029	4,000,000	3.125
2030	4,120,000	3.250
2032*	8,650,000	3.375

*Subject to Scheduled Mandatory Redemption.

The Series 2012 Bonds maturing on January 1, 2024, and thereafter may be redeemed prior to their respective maturities at the option of the City, in whole or in part (maturities to be designated by the City) at any time, beginning January 1, 2023, at a redemption price equal to 100% of the principal amount thereof plus accrued interest to the redemption date.

4. The Series 2012 Bonds are the only outstanding bonds of the City that has a lien on the System.

5. The City has now determined that it is in the best interests of the City to provide for the refunding and defeasance of the outstanding Series 2012 Bonds prior to their maturity for the purpose of reducing the debt service otherwise due by the City relating to the System. The City will accomplish such refunding through the issuance of its CITY OF GRIFFIN COMBINED PUBLIC UTILITY REFUNDING REVENUE BOND, SERIES 2022, in the principal amount of $34,820,000 (the "**Series 2022 Bond**"). The Series 2022 Bond will be secured by a first and prior pledge of and charge on the Net Revenues of the System, on parity to any other charge or lien which may hereafter be created thereon, and will be authorized by the terms of this Resolution and the terms of a First Supplemental Resolution to be approved concurrently with the approval of this Resolution.

6. The City has further determined, in order to revise and expand on the authorizing provisions for the issuance of its combined public utility revenue bonds and in the incurrence of other obligations relating to the System by the City, that it is now necessary and desirable to adopt this Master Bond Resolution.

NOW, THEREFORE, BE IT FURTHER RESOLVED by the Board of Commissioners of the City of Griffin in public meeting properly and lawfully called and assembled, and it is hereby resolved by authority of the same, as follows:

ARTICLE I

AUTHORITY FOR THIS RESOLUTION

Section 101. Authority for this Resolution. This Resolution is adopted pursuant to the Revenue Bond Law of Georgia, codified in O.C.G.A. § 36-82-60, *et. seq.*, the Constitution of the State of Georgia, the general laws of the State of Georgia, and the laws of the State of Georgia relating to the Issuer.

[End of Article I]

ARTICLE II

DEFINITIONS

Section 201. Definitions. As used herein, unless the context otherwise requires:

"**Additional Bonds**" means additional obligations, including, without limitation, Commercial Paper Obligations, issued in compliance with the terms, conditions and limitations contained in Article XII hereof which will have an equal lien on the Pledged Revenues in the manner and to the extent herein provided, and rank equally in all other respects with the Series 2022 Bond (except with respect to amounts held in any separate account created in the Construction Fund pursuant to Article VII hereof and with respect to amounts held in any separate account or accounts in the Debt Service Reserve Account, which amounts shall be held only for the benefit of the Holders of the Bonds for which such accounts were created.

"**Amortization Installment**" means the funds deposited in the Debt Service Account in a given Bond Year that are required for the payment at maturity or redemption of all or a portion of any Term Bond, as the case may be, within a Series of Bonds, as established by resolution of the Issuer at or before the delivery of that Series of Bonds.

"**Annual Budget**" means the budget, as amended and supplemented from time to time, prepared by the Issuer for each Fiscal Year in accordance with Section 1104 hereof.

"**Authorized Depository**" means any bank, trust company, national banking association, savings and loan association, savings bank or other banking association selected by the Issuer as a depository, having a combined capital, surplus and undivided profits of at least $50,000,000, which is authorized under Georgia law to be a depository of municipal funds and which has qualified with all applicable state and federal requirements concerning the receipt of Issuer funds.

"**Bond Counsel**" means nationally recognized legal counsel experienced in matters relating to the validity of, and the exclusion from gross income for federal income tax purposes of interest on, obligations of states and their political subdivisions.

"**Bond Insurer**" means, with respect to any Series of Bonds, the issuer of a municipal bond insurance policy insuring all or a portion of the payment, when due, of the principal of and interest on such Series of Bonds.

"**Bond Obligation**" means, as of the date of computation, the sum of: (i) the principal amount of all Current Interest Bonds then Outstanding and (ii) the Compounded Amount on any Capital Appreciation Bonds then Outstanding.

"**Bond Year**" means the 12-month consecutive period beginning on the second day of January and ending on the first day of January in the subsequent calendar year; provided that when such term is used to describe the period during which deposits are to be made pursuant to Section 902 to amortize principal and interest on the Bonds maturing or becoming subject to redemption, or the Debt Service Requirement, the principal amount of, and interest on, Bonds maturing or becoming subject to redemption, on January 1 of any year shall be deemed to mature, become subject to redemption, or be due for payment on the last day of the preceding Fiscal Year.

"**Bondholder**," "**Holder**," "**Owner**," "**holder**" or "**owner**" means the registered owner (or their authorized representative) of Bonds.

"**Bonds**" means the Series 2022 Bond and any Additional Bonds.

"**Book-Entry Bonds**" means those Bonds to which the provision of Section 613 hereof apply.

"**Business Day**," unless otherwise provided by a supplemental resolution with respect to a particular Series of Bonds, means a day on which banking business is transacted in the city or cities in which the Paying Agent (if an Authorized Depository) has its designated corporate trust offices, on which the New York Stock Exchange is open and on which the Issuer is open to transact business.

"**Capital Appreciation Bonds**" means Bonds that bear interest, compounded semiannually, that is payable only at maturity or upon redemption prior to maturity in amounts determined by reference to the Compounded Amounts, and which may be either Serial Bonds or Term Bonds. In the case of Capital Appreciation Bonds that are convertible to Bonds with interest payable prior to maturity or prior to redemption of such Bonds, such Bonds shall be considered Capital Appreciation Bonds only during the period of time prior to such conversion, and after such conversion date shall be treated as having a principal amount equal to their accreted value on the conversion date.

"**Chief Financial Officer**" means the Finance Director of the Issuer.

"**City Manager**" means the City Manager of the Issuer.

"**Code**" means the Internal Revenue Code of 1986, as amended, or any corresponding provisions of any future laws of the United States of America relating to federal income taxation, and except as otherwise provided herein or required by the context thereof, includes interpretations thereof contained or set forth in the applicable regulations of the Department of the Treasury (including applicable final regulations, temporary regulations and proposed regulations), the applicable rulings of the Internal Revenue Service (including published Revenue Rulings and private letter rulings) and applicable court decisions.

"**Commercial Paper Obligations**" means all of the Bonds (which may be designated as notes or other obligations) of a Series or a proportionate maturity thereof with a maturity of less than 271 days so designated by the Issuer by a supplemental resolution prior to the issuance thereof.

"**Composite Reserve Account**" means the account in the Debt Service Reserve Account established pursuant to Section 901 hereof.

"**Composite Reserve Requirement**" means an amount equal to the least of (i) the Maximum Debt Service Requirement calculated with respect to all Series of Bonds Outstanding hereunder that are secured by the Composite Reserve Account, (ii) 125% of the average Debt Service Requirement calculated with respect to all Series of Bonds Outstanding hereunder that are

secured by the Composite Reserve Account, or (iii) 10% of the aggregate principal amount of all Series of Bonds Outstanding hereunder that are secured by the Composite Reserve Account, *provided, however*, that in determining the aggregate principal amount of Bonds Outstanding for the purposes of this clause (iii), the issue price of Bonds (net of pre-issuance accrued interest) shall be substituted for the aggregate stated original principal amount of those Bonds if such Bonds were sold at either an original issue discount or premium exceeding two percent (2%) of the stated redemption price at maturity, such amount to be calculated at the time of issuance of Bonds secured by the Composite Reserve Account and on the last day of each Bond Year.

"**Compounded Amounts**" means the principal amount of the Capital Appreciation Bonds plus the amount of interest that has accreted on such Bonds, compounded semiannually, to the date of calculation, determined by reference to accretion tables contained in each such Bond or an offering document or official statement with respect thereto. The Compounded Amounts for such Bonds as of any date not stated in such tables shall be calculated by adding to the Compounded Amount for such Bonds as of the date stated in such tables immediately preceding the date of computation a portion of the difference between the Compounded Amount for such preceding date and the Compounded Amount for such Bonds as of the date shown on such tables immediately succeeding the date of calculation, apportioned on the assumption that interest accretes during any period in equal daily amounts on the basis of a year of twelve 30-day months.

"**Construction Fund**" means the Construction Fund established pursuant to Article VII hereof.

"**Cost of Operation and Maintenance**" means the reasonable and necessary costs of operating, maintaining and repairing the System, including salaries, wages, the payment of any contractual obligations incurred pertaining to the operation of the System, the cost of materials and supplies, rentals of leased property, real or personal, insurance premiums, audit fees, a reasonable allowance for working capital, and such other proper charges as may be made for the purpose of operating, maintaining and repairing the System in accordance with sound business practice, but before making provision for depreciation.

"**Cost**" or "**Cost of the Projects**," with respect to each Project subsequently authorized pursuant to subsequent resolutions of the Issuer, shall include all items of cost with respect to such Project to be financed with proceeds of Bonds issued hereunder (including reimbursement to the Issuer in connection with items previously incurred in anticipation of the issuance of the Bonds). Without intending to limit the forgoing, Cost of the Projects shall include, without limitation: (i) all direct costs of the Project described in the plans and specifications for such Project; (ii) all costs of planning, designing, acquiring, constructing, financing, commissioning and placing such Projects in operation; (iii) all costs of issuance of Bonds, including the cost of bond insurance, any Reserve Product, any Credit Facility, any Liquidity Facility, fees and expenses of bond counsel, underwriters and underwriters' counsel, purchaser and purchaser's counsel, counsel for the Issuer, special tax counsel, financial advisors, printing costs and Rating Agency fees, initial acceptance fees of paying agents, registrars, trustees and depositaries, and any other costs of issuance of Bonds; (iv) the cost of any lands or interests therein and all of the properties deemed necessary or convenient for the maintenance and operation of the Projects; (v) all other engineering, legal and financial costs and expenses; (vi) all expenses for estimates of costs and of projections of future revenues; (vii) costs of obtaining governmental and regulatory permits, licenses, covenants and approvals; (viii) all fees of special advisors and consultants associated with one or more aspects of

the Projects or the financing thereof; (ix) all costs relating to claims or judgments arising out of the construction of the System; (x) all federal, state and local taxes and payments in lieu of taxes required to be paid in connection with the acquisition and construction of the System; (xi) all amounts required to be paid by this Resolution or any supplemental resolution authorizing the issuance of Bonds into the Debt Service Reserve Account upon the issuance of any Series of Bonds; (xii) the payment of all principal, premium, if any, and interest when due, of any Bonds of any Series or other evidences of indebtedness issued to finance a portion of the cost of the Projects, whether at the maturity thereof or at the due date of interest or upon redemption thereof; (xiii) interest on Bonds of any Series prior to and during construction of any Project for which such Bonds were issued, and for such additional periods as the Issuer may reasonably determine to be necessary for the placing of such Projects in operation; (xiv) the reimbursement to the Issuer of all such costs of any Project that have been advanced by the Issuer from its available funds before the delivery of a Series of Bonds issued to finance such costs; (xv) the principal, premium, if any, interest, and costs related thereto, payable with respect to any note or other obligation issued by the Issuer to pay any part of the Cost of the Project; (xvi) all amounts required to be rebated to the United States of America in order to preserve the exclusion from gross income for federal income tax purposes of interest on Bonds other than Taxable Bonds; and (xvii) such other costs and expenses which shall be necessary or incidental to the financing herein authorized and the construction and acquisition of the Projects and the placing of same in operation.

"**Credit Facility**" means a line of credit, letter of credit, bond insurance policy, guaranty or similar credit enhancement device or arrangement (including, without limitation, any reimbursement arrangement relating thereto) providing support for the payment of the principal of and interest on one or more Series of Bonds. A Credit Facility also may be a Liquidity Facility.

"**Credit Facility Provider**" means the issuer of a Credit Facility. A Credit Facility Provider also may be a Liquidity Facility Provider.

"**Current Interest Bonds**" means Bonds that bear interest which is payable periodically prior to, rather than solely at, the maturity of the Bonds.

"**Dated Date**" means the date established by a resolution authorizing the issuance of a Series of Bonds.

"**Debt Service Coverage Ratio**" means the quotient determined by dividing the Income Available for Debt Service by the Debt Service Requirement, and may be expressed as a fractional, decimal, or percentage result.

"**Debt Service Account**" means the Debt Service Account established pursuant to Section 901 hereof.

"**Debt Service Reserve Account**" means the Debt Service Reserve Account established pursuant to Section 901 hereof.

"**Debt Service Offset**" means the receipts of the Issuer that are not included in Gross Revenues and are legally available to pay interest on Bonds, including without limitation any federal interest subsidy payments. Any Debt Service Offset shall be deposited directly to the Debt Service Account upon receipt by the Issuer.

"**Debt Service Requirement**" means, for a given Bond Year, the remainder after subtracting any accrued and capitalized interest for that year that has been set aside in the Revenue Fund or in a separate account or subaccount in the Construction Fund for that purpose, concurrently with the issuance of Bonds hereunder, from the sum of:

(a) The amount required to pay the interest coming due on Bonds during that Bond Year,

(b) The amount required to pay the principal of Serial Bonds and the principal of Term Bonds maturing in that Bond Year that are not included in the Amortization Installments for such Term Bonds; and

(c) The Amortization Installments for all series of Term Bonds for that Bond Year.

(1) For purpose of the rate covenant contained in Section 1105 of this Resolution, and for purposes of determining the Reserve Requirement pursuant to Sections 902 and 905 of this Resolution, the interest rate on Variable Rate Bonds for the Bond Year in which such calculation is made, or for any following Bond Year, as the case may be, shall be established by a supplemental resolution providing for the issuance of such Variable Rate Bonds.

(2) For purposes of determining the Maximum Debt Service Requirement or the Debt Service Requirement for the issuance of Additional Bonds pursuant to Section 1202 of this Resolution, the interest rate on Variable Rate Bonds Outstanding on the date of calculation shall be the same as the interest rate used for the rate covenant as described in paragraph (1) of this definition, and the interest rate on Variable Rate Bonds proposed to be issued under the provisions of Section 1202, shall be established by a supplemental resolution providing for the issuance of such Variable Rate Bonds.

(3) If Bonds are subject to purchase by the Issuer at the option of the Bondholder, the optional "put" date or dates shall be ignored and the stated maturity dates of such Bonds shall be used for the purposes of this calculation.

(4) For purposes of calculating the Debt Service Requirement with respect to Commercial Paper Obligations, only the interest component of such Commercial Paper Obligations and the principal component of the Commercial Paper Obligations that the Issuer reasonably expects to retire and not to pay with the proceeds of roll-over Commercial Paper Obligations in such Bond Year (as reflected in the Annual Budget and/or a certificate of the Chief Financial Officer) shall be included in the calculation of the Debt Service Requirement. The interest rate on the Commercial Paper Obligations shall be computed in the same manner as the computation of interest on Variable Rate Bonds as described above.

"**Defeasance Obligations**" means: (i) obligations of, or obligations guaranteed as to principal and interest by, the United States of America or any agency or instrumentality thereof, when such obligations are backed by the full faith and credit of the United States of America, and

(ii) obligations of, and obligations guaranteed by, the Federal Home Loan Mortgage Corporation, Federal National Mortgage Corporation, or the Federal Home Loan Bank system.

"**Depository**" means DTC as securities depository if so designated by supplemental resolution for any Additional Bonds issued hereunder, until a successor depository is appointed pursuant to Section 613 hereof and thereafter means the successor securities depository appointed pursuant to this Resolution.

"**DTC**" means The Depository Trust Company, New York, New York, a limited purpose trust company organized under the laws of the State of New York, in its capacity as Depository for any subsequent Series of Bonds issued hereunder, as designated by supplemental resolution or any successor Depository designated by supplemental resolution for any Bonds.

"**DTC Participant**" means those broker dealers, banks and other financial institutions reflected as such on the books of DTC.

"**First Supplemental Bond Resolution**" means the resolution to be adopted by the Board of Commissioners of the City authorizing the final terms for the issuance of the Series 2022 Bond.

"**Fiscal Year**" means the period commencing on July 1 of each year and ending on the succeeding June 30, or such other consecutive 12-month period as may be hereafter designated as the fiscal year of the Issuer.

"**Governing Body**" means the Board of Commissioners of the Issuer.

"**Gross Revenues**" means all income and revenues derived from the ownership and operation of the System, including income from the investment of funds to be deposited in the Revenue Fund, any proceeds from business interruption insurance, and all special assessment revenues related to improvements to the System if such special assessment revenues are specifically designated by the Governing Body to be included in Gross Revenues, but shall not include (i) income from investments irrevocably pledged to the payment of any Bonds issued or to be refunded under any refunding plan of the Issuer, (ii) proceeds from the sale of any Bonds or other obligations of the Issuer and the earnings thereon (other than the earnings on proceeds deposited in reserve funds), (iii) moneys received by the Issuer from federal, state or local governmental grants or stipends that by their terms are restricted from being used in the manner that Gross Revenues are to be applied hereunder, (iv) payments made under Credit Facilities issued to pay or secure the payment of a particular Series of Bonds, (v) insurance or condemnation proceeds other than business interruption insurance, and (vi) any Debt Service Offset.

"**Income Available for Debt Service**" means, for any period of 12 consecutive calendar months for which such determination is made, Net Revenues; provided, however, that no determination thereof shall take into account (a) a gain or loss resulting from the extinguishment of Bonds, (b) the sale, exchange or other disposition of capital assets not made in the ordinary course of business, (c) unrealized gains or losses, or (d) earnings on the Construction Fund.

"**Issuer**" or "**City**" means the City of Griffin, Georgia.

"**Liquidity Facility**" means a line of credit, letter of credit, standby bond purchase agreement or similar enhancement device or arrangement creating a source to be drawn upon by the Issuer to pay the purchase price of one or more Series of Bonds upon a mandatory or optional tender for payment. A Liquidity Facility may also be a Credit Facility.

"**Liquidity Facility Provider**" means the issuer of a Liquidity Facility. A Liquidity Facility Provider also may be a Credit Facility Provider.

"**Mayor**" means the Mayor or the Mayor Pro Tem of the Governing Body.

"**Maximum Annual Debt Service Coverage Ratio**" means the quotient determined by dividing Income Available for Debt Service by the Maximum Debt Service Requirement and may be expressed as a fractional, decimal, or percentage result.

"**Maximum Debt Service Requirement**" means, as of any particular date of calculation, the largest Debt Service Requirement for any remaining Bond Year, except that with respect to any Bonds for which Amortization Installments have been established, the amount of principal scheduled to come due on the final maturity date with respect to such Bonds shall be reduced by the aggregate principal amount of such Bonds that are to be redeemed or paid from Amortization Installments to be made in prior Bond Years.

"**Net Revenues**" means, with respect to any Fiscal Year, the remainder of the Gross Revenues, after deducting the Cost of Operation and Maintenance for such Fiscal Year.

"**No Adverse Effect Opinion**" means an opinion of Bond Counsel that a particular event, plan of action or circumstance will not cause, in and of itself, interest on any Bonds issued hereunder to become includable in the gross income of the holders thereof for federal income tax purposes. A No Adverse Effect Opinion will not be required with respect to any Series of Bonds which were issued as Taxable Bonds.

"**O.C.G.A.**" means Official Code of Georgia Annotated.

"**Outstanding**" or "**Bonds outstanding**" or "**Outstanding Bonds**" means all Bonds that have been issued pursuant to this Resolution except:

(1) Bonds paid at maturity or as a result of redemption prior to maturity, or which have been cancelled after purchase in the open market by the Issuer;

(2) Bonds for the payment or redemption of which, pursuant to, and subject to the provisions of, Article XIV hereof, Defeasance Obligations shall have been theretofore irrevocably set aside in a special account with the Paying Agent or an Authorized Depository acting as an escrow agent (whether upon or prior to the maturity or redemption date of any such Bonds) in an amount which will be sufficient, together with earnings on such Defeasance Obligations, to pay the principal of and interest on such Bonds at maturity or the principal of, interest on and premium, if any, upon their earlier redemption; provided that, if such Bonds are to be redeemed before the maturity thereof, irrevocable and unconditional notice of such redemption shall have been given according to the requirements of this Resolution or irrevocable instructions directing the timely publication

of such notice and directing the payment of the principal of, premium, if any, and interest on all Bonds at such redemption dates shall have been given to the Paying Agent or such escrow agent; and

(3) Bonds which are deemed paid pursuant to Section 606 hereof or Section 608 hereof, or in lieu of which other Bonds have been issued under Section 605 hereof.

"**Paying Agent**" means the Issuer or any Authorized Depository designated by the Issuer to serve as a Paying Agent or place of payment for any one or more Series of Bonds issued hereunder that shall have agreed to arrange for the timely payment of the principal of, interest on and premium, if any, with respect to the Bonds to the registered owners thereof, from funds made available therefor by the Issuer, and any successors designated pursuant to this Resolution. All Paying Agents appointed hereunder, if other than the Issuer, shall have a combined capital, surplus and undivided profits of at least $50,000,000.

"**Payment Date**" means, as the context may require, any date on which a payment of principal and/or interest on any Bonds Outstanding is due hereunder, including, without limitation, any date of redemption of Bonds.

"**Permitted Investments**" means:

(a) with respect to bond proceeds, any investments currently authorized by O.C.G.A. § 36-82-7, or as subsequently amended, which currently consist of the following:

(1) The local government investment pool created in O.C.G.A. § 36-83-8; and

(2) The following securities:

A. Bonds or obligations of any City, municipal corporation, school district, political subdivision, authority, or body or bonds or obligations of the State or other states;

B. Bonds or other obligations of the United States of America or of subsidiary corporations of the United States government, which are fully guaranteed by such government;

C. Obligations of and obligations guaranteed by agencies or instrumentalities of the United States government, including those issued by the Federal Land Bank, Federal Home Loan Bank, Federal Intermediate Credit Bank, Bank for Cooperatives, and any other such agency or instrumentality now or hereafter in existence; provided, however, that all such obligations shall have a current credit rating from a nationally recognized rating service of at least one of the three highest rating categories available and have a nationally recognized market;

D. Bonds or other obligations issued by any public housing agency or municipal corporation in the United States of America, which such bonds or obligations are fully secured as to payment of both principal and interest by a pledge of annual contributions under an annual contributions contract or contracts with the United States government, or project notes issued by any public housing agency, urban renewal agency or municipal corporation in the United States of America which are fully secured as to

payment of both principal and interest by a requisition, loan or payment agreement with the United States government;

E. Certificates of deposit of national or state banks located within the State which have deposits insured by the Federal Deposit Insurance Corporation and certificates of deposit of federal savings and loan associations and state building and loan or savings and loan associations located within the State which have deposits insured by the Savings Association Insurance Fund of the Federal Deposit Insurance Corporation or the Georgia Credit Union Deposit Insurance Corporation, including the certificates of deposit of any bank, savings and loan association, or building and loan association acting as depositary, custodian or trustee for any proceeds of the Bonds. The portion of such certificates of deposit in excess of the amount insured by the Federal Deposit Insurance Corporation, the Savings Association Insurance Fund of the Federal Deposit Insurance Corporation, or the Georgia Credit Union Deposit Insurance Corporation, if any, shall be secured by deposit with the Federal Reserve Bank of Atlanta, Georgia, or with any national or state bank or federal savings and loan association or state building and loan or savings and loan association located within the State, or with a trust office within the State or with a trust office within the State, of one or more of the following securities in an aggregate principal amount equal at least to the amount of such excess: direct and general obligations of the State or other states or of any City or municipal corporation in the State, obligations of the United States of America or subsidiary corporations included in subparagraph (B) above, obligations of the agencies and instrumentalities of the United States government included in subparagraph (C) above, or bonds, obligations, or project notes of public housing agencies, urban renewal agencies, or municipalities included in subparagraph (D) above;

F. Securities of or other interests in any no-load, open-end management type investment company or investment trust registered under the Investment Company Act of 1940, as from time to time amended, or any common trust fund maintained by any bank or trust company which holds such proceeds as trustee or by an affiliate thereof so long as:

(1) the portfolio of such investment company or investment trust or common trust fund is limited to the obligations referenced in subparagraphs (B) and (C) above and repurchase agreements fully collateralized by any such obligations;

(2) such investment company or investment trust or common trust fund takes delivery of such collateral either directly or through an authorized custodian;

(3) such investment company or investment trust or common trust fund is managed so as to maintain its shares at a constant net asset value; and

(4) securities of or other interests in such investment company or investment trust or common trust fund are purchased and redeemed only through the use of national or state banks having corporate trust powers and located within the State; and

G. Interest-bearing time deposits, repurchase agreements, reverse repurchase agreements, rate guarantee agreements, or other similar banking arrangements with a bank or trust company having capital and surplus aggregating at least $50 million or with any government bond dealer reporting to, trading with, and recognized as a primary dealer by the Federal Reserve Bank of New York having capital aggregating at least $50 million or

with any corporation which is subject to registration with the Board of Governors of the Federal Reserve System pursuant to the requirements of the Bank Holding Company Act of 1956, provided that each such interest-bearing time deposit, repurchase agreement, reverse repurchase agreement, rate guarantee agreement, or other similar banking arrangement shall permit the moneys so placed to be available for use at the time provided with respect to the investment or reinvestment of such moneys.

(b) With respect to money which does not consist of bond proceeds, if and to the extent the same are at the time legal under State law:

(i) any of the investments authorized by O.C.G.A. § 36-80-3 and O.C.G.A. § 36-83-4, or as subsequently amended, which currently consist of the following:

A. Obligations of the United States of America and of its agencies and instrumentalities, or obligations fully insured or guaranteed by the United States government or by one of its agencies.

B. Obligations of any corporation of the United States government.

C. Bonds or certificates of indebtedness of the State and of its agencies and instrumentalities, or of other states.

D. Obligations of other political subdivisions of the State.

E. Certificates of deposit of banks which have deposits insured by the Federal Deposit Insurance Corporation; provided, however, that portion of such certificates of deposit in excess of the amount insured by the Federal Deposit Insurance Corporation must be secured by direct obligations of the State or the United States of America which are of a par value equal to that portion of such certificates of deposit which would be uninsured.

F. Prime bankers' acceptances.

G. Repurchase agreements.

H. The local government investment pool established by O.C.G.A. § 36-83-8; and

(ii) any other investments to the extent at the time hereafter permitted by the applicable law of the State for the investment of public funds.

"**Pledged Revenues**" means the Net Revenues of the System, all other amounts, including investments thereof, held in the funds and accounts described hereunder, except funds held in the Rebate Fund and except funds held in an account in the Construction Fund or in the Debt Service Reserve Account for a specific Series of Bonds, which will be held solely for the Series of Bonds for which such account was created.

"**Project**" or "**Projects**" means the construction or acquisition of additions, extensions and improvements and repairs to and replacements of various components of any portion of the System, as described from time to time by resolution of the Issuer, or the refunding of obligations issued or incurred for such purpose.

"**Project Superintendent**" means the person designated by the Governing Body to have responsibility to supervise the acquisition, construction and equipping of the Projects and any successor to such person.

"**Qualified Independent Consultant**" means any one or more qualified and recognized independent consultants determined by the Issuer as having favorable repute, skill and experience with respect to the acts and duties required of a Qualified Independent Consultant by a particular section or one or more sections hereof, as shall be retained by the Issuer from time to time for the purposes hereof.

"**Rating Agency**" means any nationally recognized securities rating agency.

"**Rebate Amount**" means the excess of the amount earned on all nonpurpose investments (as defined in Section 148(f)(6) of the Code) over the amount that would have been earned if such nonpurpose investments were invested at a rate equal to the yield on the applicable Series of Bonds, plus any income attributable to such excess, but shall not include any amount exempted by Section 148 of the Code thereof.

"**Rebate Fund**" means the fund of that name created by Section 901 hereof.

"**Rebate Year**" means a one year period (or shorter period from the date of first issuance of Bonds hereunder) that ends at the close of business on December 31 of each calendar year.

"**Record Date**" means the date specified as such in Section 602(d) hereof.

"**Registrar**" means the Issuer or any agent (including the Paying Agent) designated from time to time by the Issuer, by resolution, to maintain the registration books for the Bonds issued hereunder or to perform other duties with respect to registering the transfer of Bonds.

"**Renewal and Extension Fund**" means the fund of that name created by Section 901 hereof.

"**Revenue Bond Law**" means the Revenue Bond Law of the State, codified in O.C.G.A. § 36-82-60 through § 36-82-85, as amended.

"**Reserve Product**" means an insurance policy, a surety bond or a letter of credit or other credit facility issued by a Reserve Product Provider used in lieu of a cash deposit in an account in the Debt Service Reserve Account and meeting the terms and conditions of Section 902(a)(4) hereof.

"**Reserve Product Provider**" means a reputable and nationally recognized bond insurance provider or a bank or other financial institution providing a Reserve Product, whose bond insurance policies insuring, or whose letters of credit, surety bonds or other credit facilities securing, the payment, when due, of the principal of and interest on bond issues by public entities results in such issues (as of the delivery date of the Reserve Product) being rated in one of the three highest rating categories by any Rating Agency.

"**Reserve Requirement**" means, with respect to the Composite Reserve Account, the Composite Reserve Requirement, and, with respect to each Series of Bonds issued hereunder that is not secured by the Composite Reserve Account, the amount of money, if any, or available amount of Reserve Product, if any, or any combination thereof, required by subsequent resolution adopted prior to the issuance of such Series of Bonds to be deposited in the separate account in the Debt Service Reserve Account with respect to such Series of Bonds pursuant to Section 902 hereof, if the reserve established with respect to such Series of Bonds is available for use only with respect to such Series of Bonds.

"**Secretary**" means the Secretary of Board of Commissioners of the Issuer, or any such other person who is duly authorized to act on his or her behalf.

"**Serial Bonds**" means all Bonds of a Series other than Term Bonds.

"**Series**" means any portion of the Bonds of an issue authenticated and delivered in a single transaction, payable from an identical source of revenue and identified pursuant to the supplemental resolution authorizing such Bonds as a separate Series of Bonds, regardless of variations in maturity, interest rate, Amortization Installments or other provisions, and any Bonds thereafter authenticated and delivered in lieu of or in substitution of a series of Bonds issued pursuant to this Resolution.

"**Series 2022 Bond**" means the Issuer's COMBINED PUBLIC UTILITY REFUNDING REVENUE BOND, SERIES 2022, authorized to be issued hereunder and by the terms of the First Supplemental Bond Resolution.

"**SIFMA Municipal Index**" means the Securities Industry and Financial Markets Association Municipal Swap Index as of the most recent date for which such index was published, or such other weekly, high-grade index comprised of seven-day, tax-exempt variable rate demand notes produced by Municipal Market Data, Inc., a Thompson Financial Services Company, or its successor, or as otherwise designated by Securities Industry and Financial Markets Association or any successor thereto; *provided, however*, that, if such index is no longer produced by Municipal Market Data, Inc. or its successor, then "SIFMA Municipal Index" shall mean such other reasonably comparable index selected by the Issuer.

"**State**" means the State of Georgia.

"**Subordinate Debt**" means any bond, note or other indebtedness or obligation authorized by resolution of the Issuer and designated in such resolution as constituting "Subordinate Debt" hereunder, which shall be payable from, and secured by a lien upon, Pledged Revenues subject and subordinate to Bonds issued hereunder.

"**System**" means, collectively, the electric system, water system, and sewer system of the City as the same now exists and as it may be hereafter added to, extended and improved.

"**Taxable Bonds**" means Bonds for which the interest on which is not intended at the time of the issuance thereof to be excludable from the gross income of the holders thereof for federal tax purposes.

"**Term Bonds**" means Bonds of a Series for which Amortization Installments are established, and such other Bonds of a Series so designated by supplemental resolution of the Issuer adopted on or before the date of delivery of such Bonds.

"**Trustee**" has the meaning provided in Section 1302 hereof.

"**Variable Rate Bonds**" means Bonds issued with a variable, adjustable, convertible or other similar interest rate, which rate cannot be ascertained and determined at the time of issuance for the entire term of such Bonds.

Section 202. Rules of Construction. Unless the context clearly indicates to the contrary:

(a) Words importing singular number shall include the plural number in each case and vice versa, and words importing persons shall include firms, corporations or other entities including governments or governmental bodies.

(b) "herein," "hereby," "hereunder," "hereof," "hereinbefore," "hereinafter" and other equivalent words refer to this Resolution and not solely to the particular portion thereof in which any such word is used.

(c) any pronoun used herein shall be deemed to cover all natural persons;

(d) all references herein to particular Articles or Sections are references to Articles or Sections of this Resolution; and

(e) The titles preceding each Section or this Resolution are for convenience of reference only and are not intended to define, limit or describe the scope or intent of any provisions of this Resolution.

[End of Article II]

ARTICLE III

FINDINGS

Section 301. Findings. It is hereby ascertained, determined and declared that:

(a) The Issuer now owns, operates and maintains the System and derives Gross Revenues therefrom.

(b) Upon the effective date of this Resolution, the Pledged Revenues are pledged to the payment of the outstanding Series 2012 Bonds. Upon the issuance of the Series 2022 Bond, the Series 2012 Bonds will be defeased, and the Series 2022 Bond and any Additional Bonds will be secured by a first and prior pledge of and charge on the Pledged Revenues of the System, on parity to any other charge or lien which may hereafter be created thereon.

(c) All Gross Revenues will be deposited into the Revenue Fund. The principal of, interest on and premium, if any, with respect to the Bonds and all required debt service, reserve and other payments with respect thereto shall be payable solely from moneys deposited in the Revenue Fund, and in the manner and to the extent provided pursuant to this Resolution, which the Issuer has full authority to irrevocably pledge. The Issuer shall never be required to levy taxes on any property to pay the principal of, interest on or any premium with respect to the Bonds or to make any of the required debt service, reserve or other payments required herein, and the Bonds shall not constitute a lien on any property owned by or situated within the limits of the Issuer except the Pledged Revenues as expressly provided herein.

[End of Article III]

ARTICLE IV

AUTHORIZATION OF CONSTRUCTION AND ACQUISITION OF PROJECTS; COST OF PROJECTS

Section 401. Authorization of Projects. Projects to be financed with proceeds of Bonds shall be defined and described by subsequent resolutions of the Issuer, the description of which Projects also may be modified as provided in the resolution authorizing the Bonds financing such Projects.

Section 402. Cost of Projects. (a) Proceeds received from the sale of the Series 2022 Bond are hereby authorized to be used to refund and defease the Series 2012 Bonds, to be further provided by the First Supplemental Bond Resolution.

(b) Proceeds received from the sale of one or more subsequent Series of Bonds are hereby authorized to be used to fund the acquisition, construction, and equipping of the System, to refinance, in whole or in part, outstanding obligations of the System (the proceeds of which financed the acquisition, construction and equipping of the System) or to reimburse the Issuer for costs previously incurred by the Issuer for Projects, all as described in subsequent resolutions authorizing the issuance of a Series of Bonds.

[End of Article IV]

ARTICLE V

RESOLUTION TO CONSTITUTE CONTRACT

Section 501. Resolution to Constitute Contract.

In consideration of the acceptance of the Bonds authorized to be issued hereunder by those who shall hold the same from time to time, and the issuance of a Reserve Product by a Reserve Product Provider or a Credit Facility by a Credit Facility Provider, from time to time, this Resolution shall be deemed to be and shall constitute a contract between the Issuer, the Bondholders, the Reserve Product Provider, and any Credit Facility Provider. The covenants and agreements herein set forth to be performed by the Issuer shall be first for the equal benefit, protection, and security of the Bondholders and all Bonds shall be of equal rank and without preference, priority, or distinction over any other thereof, except as expressly provided herein, and second, for the equal and proportionate benefit, protection, and security of all Reserve Product Providers, without preferences, priority, or distinction over any other thereof.

[End of Article V]

ARTICLE VI

AUTHORIZATION, DESCRIPTION, FORM AND TERMS OF BONDS

Section 601. Authority for Issuance of Bonds. Subject and pursuant to the provisions hereof, Bonds to be known as CITY OF GRIFFIN (GEORGIA) COMBINED PUBLIC UTILITY REVENUE BONDS are hereby authorized to be issued for the purpose of financing or refinancing the Cost of the Projects, with other or different descriptive words intended to delineate the purpose for the issuance of the Bonds. Bonds may be issued in one or more series and the name and series designation of such Bonds may be changed to reflect the date and sequence of issuance and the particular terms thereof. The terms of a Series of Bonds shall be set forth in a supplemental resolution to be adopted by the Issuer prior to the issuance and delivery of a Series of Bonds.

Section 602. Description of Bonds.

(a) The Bonds authorized hereunder may be issued in one or more Series that may be delivered from time to time. The Bonds may be issued as obligations the interest on which is excludable from gross income for federal tax purposes, as Taxable Bonds, as fixed rate bonds, as Variable Rate Bonds, as Capital Appreciation Bonds, as Current Interest Bonds, as Commercial Paper Obligations, or any combination of two of more types of Bonds.

(b) The Issuer by supplemental resolution shall authorize such Series and specify the following:

(1) the authorized principal amount of such Series;

(2) the Projects to be financed with the proceeds thereof;

(3) the date and terms of maturity or maturities of the Bonds of such Series, whether such Bonds are Taxable Bonds, Variable Rate Bonds, fixed rate Bonds, Capital Appreciation Bonds, Current Interest Bonds, Commercial Paper Obligations, or any combination of two of more types of Bonds, or the payment of the Bonds on the demand of the holder, provided that each maturity date shall be December 1 (or, in the event of semiannual maturities of principal, June 1 and December 1) unless otherwise expressly provided by subsequent resolution;

(4) the interest rate or rates of the Bonds of such series, which may include variable, dual, adjustable, convertible or other rates, original issue discounts, compound interest, Capital Appreciation Bonds and zero interest rate bonds, *provided* that the average net interest cost rate on each such Series shall never exceed for such Series the maximum interest rate permitted by law in effect at the time such Series are issued, and *provided* further that in the event original issue discount, zero interest rate, Capital Appreciation Bonds or similar Bonds are issued, only the original principal amount of such Bonds shall be deemed issued on the date of issuance for the purposes of the maximum amount of Bonds authorized hereunder or under a supplemental resolution;

(5) the denominations, numbering, lettering and series designation of such Series of Bonds, provided, however, that the Bonds shall be in denominations of $5,000 or

any integral multiple thereof, or in the case of Capital Appreciation Bonds, in denominations of $5,000 due at maturity or any integral multiple thereof, or any other denomination as designated by subsequent resolution;

(6) the Paying Agent and place or places of payment of such Bonds;

(7) the redemption prices for such Series of Bonds and any terms of redemption or any formula for accretion upon redemption not inconsistent with the provisions of this Resolution which may include mandatory redemption at the election of the holder or registered owner thereof;

(8) the amount and date of each Amortization Installment, if any, for such Series of Bonds, *provided* that each Amortization Installment shall fall due on June 1 or December 1, of a Bond Year, unless otherwise expressly provided by subsequent resolution;

(9) the use of proceeds of such Series of Bonds, including deposits required to be made into the Construction Fund and the Debt Service Reserve Account, if any; and

(10) the Reserve Requirement, if any, and any other terms or provisions applicable to the Series of Bonds, not inconsistent with the provisions of this Resolution.

The supplemental resolution shall designate whether or not such Series of Bonds shall be secured by the Composite Reserve Account. All of the foregoing may be added by supplemental resolution or resolutions adopted at any time and from time to time prior to the issuance of such Series of Bonds. Unless otherwise so provided, each Bond shall bear interest from the later of the Dated Date or the most recent interest Payment Date to which interest has been paid, until payment of the principal sum or until provision for the payment thereof on or after the maturity or redemption date has been duly provided for and, unless otherwise so provided, interest on the Bonds shall be calculated on the basis of a 360-day year consisting of twelve thirty-day months.

(c) All Bonds hereunder shall be in registered form, in substantially the form set forth in Exhibit A hereto; shall be numbered from one upward per Series, preceded by the letter "R" and may contain such other designations as the Issuer may specify by supplemental resolution; and shall be payable in lawful money of the United States of America. In the case of Current Interest Bonds, interest thereon shall be payable by mail to the Holder thereof, *provided, however*, that (i) so long as the ownership of such Bonds is maintained in a Book-Entry-Only system by a securities depository, such payment shall be made by automatic funds transfer ("wire") to such securities depository or its nominee; and (ii) if such Bonds are not maintained in a Book-Entry-Only system by a securities depository, upon written request of the registered owner of $1,000,000 or more in principal amount of Bonds delivered 15 days prior to an interest Payment Date, interest may be paid when due by wire in immediately available funds to the bank account number of a bank within the continental United States of America designated in writing by such bondholder to the Paying Agent, on a form acceptable to it. Any such written election may state that it will apply to all subsequent payments due with respect to the Bonds held by such registered owner until a subsequent written notice is filed.

(d) Unless otherwise provided by subsequent resolution authorizing a Series of Bonds, interest will be paid to the Holders of Bonds as their addresses may appear on the registration

books of the Issuer at the close of business on the fifteenth day, whether or not a Business Day, of the month next preceding the interest Payment Date (the "**Record Date**"), irrespective of any transfer or exchange of a Bond subsequent to such Record Date and prior to the next succeeding interest Payment Date, unless the Issuer shall be in default in payment of interest due on such interest Payment Date. Unless otherwise provided by subsequent resolution authorizing a Series of Bonds, in the event of any such default, such defaulted interest shall be payable to the persons in whose names the Bonds are registered at the close of business on a special record date (which date also shall be the date for the payment of such defaulted interest) as established by notice by deposit in the U.S. mail, postage prepaid, by the Issuer to the Holders of the Bonds not less than fifteen (15) days preceding such special record date. Such notice shall be mailed to the persons in whose names the Bonds are registered at the close of business on the fifth day, whether or not a Business Day, preceding the date of mailing. Principal of Current Interest Bonds and principal of and any accreted interest on Capital Appreciation Bonds, shall be payable at maturity or earlier redemption thereof as provided herein upon presentation and surrender of such Bonds at the designated office of the Registrar by check or draft unless otherwise provided by subsequent resolution.

(e) If any date for payment of the principal of, premium, if any, or interest on any Bond is not a Business Day, then, unless otherwise provided by subsequent resolution with respect to a series of Bonds, the date for such payment shall be the next succeeding Business Day, and payment on such day shall have the same force and effect as if made on the nominal date of payment.

(f) The form of Bonds may provide that the Holder of any such Bond may demand that the Issuer purchase such Bond by payment of principal and interest within a stated period after delivering notice to a designated agent for the Issuer and providing a copy of the notice with the tender of the Bond to such agent. The designated agent for the Issuer, in accordance with the terms of a remarketing or replacement agreement, may provide for the resale or redelivery of the Bonds on behalf of the Issuer at a price provided for in the agreement. If the Bonds shall not be resold or redelivered within a stated period, the agent for the Issuer may be authorized to draw upon a previously executed Credit Facility or Liquidity Facility between the Issuer and one or more banks or other financial or lending institutions permitting the Issuer to borrow funds to pay for the purchase of Bonds to which such Credit Facility or Liquidity Facility shall pertain. The particular form or forms of such demand provisions, the period or periods for payment of principal and interest after delivery of notice, the appointment of the agent for the Issuer, the terms and provisions of the remarketing or replacement agreement, and the terms and provisions of the Credit Facility or Liquidity Facility shall be as designated by a supplemental resolution of the Issuer pertaining to each Series of Bonds to which such terms and provisions are applicable, prior to the sale and delivery thereof.

Section 603. **Execution of Bonds**. The Bonds shall be executed in the name of the Issuer by the Mayor, the seal of the Issuer shall be imprinted, reproduced or lithographed on the Bonds and attested to and countersigned by the Secretary of the Commission. The signatures of the Mayor and the Secretary of the Commission on the Bonds may be by facsimile, but one of such officers shall sign his or her manual signature on the Bonds unless the Issuer appoints an authenticating agent, registrar, transfer agent or trustee who shall be authorized and directed to cause one of its duly authorized officers to manually execute the Bonds. If any officer whose signature appears on the Bonds ceases to hold office before the delivery of the Bonds, his or her signature shall nevertheless be valid and sufficient for all purposes. In addition, any Bond may bear the signature

of, or may be signed by, such persons as at the actual time of execution of such Bond shall be the proper officers to sign such Bond although at the date of such Bond or the date of delivery thereof such persons may not have been such officers.

Section 604. Registration.

(a) The Issuer shall establish a system of registration with respect to any Series or all Series of Bonds issued hereunder and may issue thereunder certificated registered public obligations (represented by instruments) or uncertificated registered public obligations (not represented by instruments) commonly known as book-entry obligations (which shall be subject to the provisions of Section 613), combinations thereof, or such other obligations as then may be permitted by law. The Issuer shall appoint such Registrars, transfer agents, depositories or other agents as may be necessary to cause the registration, registration of transfer, or reissuance of the Bonds within a commercially reasonable time according to the then-current industry standards and to cause the timely payment of interest, principal and premium, if any, payable with respect to the Bonds. Registration and registration of transfer of the Bonds shall be subject to the terms set forth below and those set forth in the forms of the Bonds referred to in Section 610 hereof. Any such system may be effective for any Series then Outstanding or subsequently to be issued, provided however, that if the Issuer adopts a system for the issuance of uncertificated registered public obligations, it may permit thereunder the conversion, at the option of a holder of any Bond then Outstanding, of a certificated registered public obligation to an uncertificated registered public obligation, and the reconversion of the same. A list of the names and addresses of the Holders of the Bonds shall be maintained at all times by the Registrar and shall be made available to any Bondholder requesting same during normal business hours.

(b) The registration of the Bonds may be transferred upon the registration books therefor upon delivery to the Registrar, accompanied by a written instrument or instruments of transfer in form and with guaranty of signature satisfactory to the Registrar, duly executed by the Holder of such Bonds or by his attorney-in-fact or legal representative, containing written instructions as to the details of transfer of such Bonds, along with the social security number or federal employer identification number of such transferee. In all cases of a transfer of the Bonds, the Registrar shall enter the transfer of ownership in the registration books from the Bonds at the earliest practical time in accordance with the provisions of this Resolution and shall deliver in the name of the new transferee or transferees a new fully registered Bond or Bonds (unless uncertificated registration shall be requested and the Issuer has a registration system that will accommodate uncertificated registration) of the same maturity and of authorized denomination or denominations for the same aggregate principal amount and payable from the same sources of funds. Unless otherwise provided by supplemental resolution with respect to any Series of Bonds issued hereunder, neither the Issuer nor the Registrar shall be required to register the transfer of any Bond during the period commencing on the fifteenth day of the month next preceding an interest Payment Date on the Bonds and ending on such interest Payment Date, or, in the case of any proposed redemption of Bonds, after such Bonds or any portion thereof have been selected for redemption. The Registrar or the Issuer may charge the registered owners of such Bonds for the registration of every such transfer of such Bonds an amount sufficient to reimburse it for any tax, fee or any other governmental charge required to be paid with respect to the registration of such transfer, and may require that such amounts be paid before any such new Bonds shall be delivered.

(c) The registered owner of any Bond shall be deemed and regarded as the absolute owner of such Bond for all purposes of this Resolution. Payment of or on account of the debt service on any Bond shall be made only to, or upon the order of, that registered owner or such registered owner's attorney-in-fact duly authorized in writing in the manner permitted by law, and neither the Issuer nor the Paying Agent shall be affected by notice to the contrary. All payments made as described in the Resolution shall be valid and effective to satisfy and discharge the liability upon that Bond, including without limitation, the interest on that Bond, to the extent of the amount or amounts so paid.

Section 605. Bonds Mutilated, Destroyed, Stolen or Lost.

If any Bond is mutilated, destroyed, stolen or lost, the Issuer or its agent may, in its discretion (i) deliver a duplicate replacement Bond, or (ii) pay a Bond that has matured or is about to mature. A mutilated Bond shall be surrendered to and cancelled by the Registrar. The Bondholder must furnish the Registrar proof of ownership of any destroyed, stolen, or lost Bond; post satisfactory indemnity; comply with any reasonable conditions the Registrar may prescribe; and pay the Registrar's reasonable expenses.

Any such duplicate Bond shall constitute an original contractual obligation on the part of the Issuer whether or not the destroyed, stolen, or lost Bond be at any time found by anyone, and such duplicate Bond shall be entitled to equal and proportionate benefits and rights as to lien on, and source of and security for payment from, the funds pledged to the payment of the Bond so mutilated, destroyed, stolen, or lost.

Section 606. Provisions for Redemption.

Each Series of Bonds shall be subject to redemption prior to the maturity thereof at the option of the Issuer at such times and in such manner as shall be established by subsequent resolutions of the Issuer adopted with respect to any Series of Bonds on or before the time of delivery of those Bonds. Except as otherwise provided by subsequent resolution with respect to a Series of Bonds, notice of redemption shall be given by the deposit in the U.S. mail of a copy of a redemption notice, postage prepaid, at least thirty (30) days and not more than sixty (60) days before the redemption date to all Holders of the Bonds or portions of Bonds to be redeemed at their addresses as they appear on the registration books to be maintained in accordance with the provisions hereof. Failure to give any such notice to a registered owner of a Bond, or any defect therein, shall not affect the validity of the proceedings for redemption of any Bond or portion thereof with respect to which no failure or defect occurred. Said notice also shall be given by certified mail, return receipt requested, or shall be filed electronically, not less than thirty (30) days nor more than sixty (60) days prior to the date fixed for redemption, to the Municipal Securities Rulemaking Board's Electronic Municipal Market Access system ("**EMMA**"), or as may be required by applicable law or regulation at the time of giving such notice provided however, failure to give such notice shall not affect the validity of the proceedings for redemption. Each notice shall set forth the date fixed for redemption for each Bond being redeemed, the redemption price to be paid, the date of publication of a notice of redemption, if any, the name and address of the Registrar and, if less than all of the Bonds then outstanding shall be called for redemption, the distinctive numbers and letters, including CUSIP numbers, if any, of such Bonds to be redeemed, and in the case of Bonds to be redeemed in part only, the portion of the principal amount thereof to be redeemed. If any Bond is to be redeemed in part only, the notice of redemption which relates to

such Bond also shall state that on or after the redemption date, upon surrender of such Bond, a new Bond or Bonds in a principal amount equal to the unredeemed portion of such Bond will be issued.

Any notice mailed in the U.S. mail as provided in this section shall be conclusively presumed to have been duly given, whether or not the owner of such Bond receives such notice.

Notwithstanding the foregoing or any other provision herein, notice of optional redemption pursuant to this Section 606 may be conditioned upon the occurrence or non-occurrence of such event or events as shall be specified in such notice of optional redemption and also may be subject to rescission by the Issuer if expressly set forth in such notice.

Section 607. Effect of Notice of Redemption.

Except as set forth in the last paragraph of Section 606, notice having been given in the manner and under the conditions herein provided above, the Bonds or portions of Bonds so called for redemption shall, on the redemption date designated in such notice, become and be due and payable at the redemption price provided for redemption of such Bonds or portions of Bonds on such date. On the date so designated for redemption, moneys for payment of the redemption price being held in separate accounts by the Paying Agents in trust for the Holders of the Bonds or portions thereof to be redeemed, and any conditions to such redemption having been satisfied, all as provided in this Resolution, interest on the Bonds or portions of Bonds so called for redemption shall cease to accrue, such Bonds and portions of Bonds shall cease to be entitled to any lien, benefit or security under this Resolution, and the Holders of such Bonds or portions of Bonds shall have no right in respect thereof except to receive payment of the redemption price thereof and, to the extent provided in Section 608 of this Article, to receive Bonds for any unredeemed portions of the Bonds.

Section 608. Redemption of Portion of Registered Bonds.

In case part but not all of an outstanding fully registered Bond shall be selected for redemption, the registered owners thereof shall present and surrender such Bond to the Issuer or its designated Paying Agent for payment of the principal amount thereof so called for redemption, and the Issuer shall execute and deliver to or upon the order of such registered owner, without charge therefor, a Bond or Bonds fully registered as to principal and interest, for the unredeemed balance of the principal amount of the Bond so surrendered.

Section 609. Bonds Called for Redemption not Deemed Outstanding.

Bonds or portions of Bonds that have been duly called for redemption under the provisions of this Article VI, with respect to which any conditions to such redemption have been satisfied and with respect to which amounts sufficient to pay the principal of, premium, if any, and interest to the date fixed for redemption shall be delivered to and held in separate accounts by an escrow agent, any Authorized Depository, or any Paying Agent in trust for the registered owners thereof, as provided in this Resolution, and as to which any conditions to such redemption have been satisfied, shall not be deemed to be outstanding under the provisions of this Resolution and shall cease to be entitled to any lien, benefit, or security under this Resolution, except to receive the payment of the redemption price on or after the designated date of redemption from moneys deposited with or held by the escrow agent, Authorized Depository or Paying Agent, as the case

may be, for such redemption of the Bonds and, to the extent provided in Section 608 of this Article, to receive Bonds for any unredeemed portions of the Bonds.

Section 610. Form of Bonds.

The text of the Current Interest Bonds, the form of assignment for such Bond and the form of certificate of authentication, if any, provisions for compound, zero and dual interest rate Bonds (if other than Capital Appreciation Bonds), and the certificate of validation, if any, shall be substantially in the form set forth in Exhibit A attached hereto, with such omissions, insertions and variations as may be necessary or desirable and authorized or permitted by this Resolution or by any subsequent resolution adopted prior to the issuance thereof, including, without limitation, such changes as may be required for the issuance of Taxable Bonds, uncertificated public obligations to the extent herein authorized and for the execution of the Bonds by an authenticating agent.

The text of the Capital Appreciation Bonds shall be in such form as may be set forth in the subsequent resolution adopted by the Issuer authorizing such series of Bonds.

Section 611. Application of Bond Proceeds. Except as otherwise provided hereby, the proceeds, including accrued interest and premium, if any, received from the sale of the Bonds of any Series shall be applied by the Issuer simultaneously with the delivery of such Bonds in accordance with the provisions of a supplemental resolution of the Issuer in conformity with this Resolution to be adopted at or before the delivery of such Series of Bonds.

Section 612. Temporary Bonds. Pending the preparation of definitive Bonds, the Issuer may execute and deliver temporary Bonds. Temporary Bonds shall be issuable as registered Bonds without coupons, of any authorized denomination, and substantially in the form of the definitive Bonds but with such omissions, insertions, and variations as may be appropriate for temporary Bonds, all as may be determined by the Issuer. Temporary Bonds may contain such reference to any provisions of this Resolution as may be appropriate. Every temporary Bond shall be executed and authenticated upon the same conditions and in substantially the same manner, and with like effect, as the definitive Bonds. As promptly as practicable, the Issuer shall execute and shall furnish definitive Bonds and thereupon temporary Bonds may be surrendered in exchange for definitive Bonds without charge at the designated office of the Registrar, and the Registrar shall authenticate and deliver in exchange for such temporary Bonds a like aggregate principal amount of definitive Bonds of authorized denominations. Until so exchanged, the temporary Bonds shall be entitled to the same benefits under this Resolution as definitive Bonds.

Section 613. Book-Entry Bonds.

(a) The Bonds may initially be issued as Book-Entry Bonds in the form of a separate single authenticated fully registered certificate for each interest rate per maturity of such Bonds. Upon initial issuance, the ownership of such Bonds shall be registered in the registration books of the Issuer kept by the Registrar in the name of Cede & Co., as nominee of DTC. The Issuer, the Registrar, and the Paying Agent may treat DTC (or its nominee) as the sole and exclusive Holder of such Bonds registered in its name for the purposes of payment of the principal, redemption price of or interest on such Bonds; any notice permitted or required to be given to Bondholders under this Resolution; registering the transfer of Bonds; obtaining any consent or other action to be taken by Holders of such Bonds; and for all other purposes whatsoever, and neither the Issuer, the Registrar nor the Paying Agent shall be affected by any notice to the contrary. Neither the Registrar, the Paying Agent nor the Issuer shall have any responsibility or obligation to any DTC Participant, any Person claiming a beneficial ownership interest in such Bonds under or through DTC or any DTC Participant, or any other Person which is not shown on the registration books of the Registrar as being a Holder, with respect to the accuracy of any records maintained by DTC or any DTC Participant; the payment of DTC or any DTC Participant of any amount in respect of the principal, Amortization Installments or redemption price of or interest on such Bonds; any notice which is permitted or required to be given to Bondholders under this Resolution or any other documents; the selection by DTC or any DTC Participant of any Person to receive payment in the event of a partial redemption of such Bonds; or any consent given or other action taken by DTC as Bondholder. The Registrar shall pay all principal of, and premium, if any, and interest on such Bonds only to or upon the order of DTC, and all such payments shall be valid and effective to fully satisfy and discharge the Issuer's obligations with respect to the principal of, and premium, if any, and interest on such Bonds to the extent of the sum or sums so paid. Except as otherwise provided in subsection (c) below, no Person other than DTC shall receive an authenticated Bond certificate evidencing the obligation of the Issuer to make payments of principal of, Amortization Installments and premium, if any, and interest pursuant to this Resolution. Upon delivery by DTC to the Registrar of written notice to the effect that DTC has determined to substitute a new nominee in place of Cede & Co., and subject to the provisions of this Resolution with respect to transfers of Bonds, the word "Cede & Co." in this Resolution shall refer to such new nominee of DTC.

(b) Payment of interest for any Bond registered in the name of Cede & Co. shall be made by wire transfer of same day funds to the account of Cede & Co. on the interest Payment Date for such Bonds at the address indicated for Cede & Co. in the registration books of the Issuer kept by the Registrar.

(c) In the event the Issuer determines that it is in the best interest of the beneficial owners that they be able to obtain Bond certificates, the Issuer shall so notify DTC and the Registrar, whereupon DTC will notify the DTC Participants, of the availability through DTC of obtaining Bond certificates. In such event, the Issuer shall prepare and shall execute and the Registrar shall authenticate, transfer and exchange Bond certificates as requested by DTC in appropriate amounts within the guidelines set forth in this Resolution. DTC may determine to discontinue providing its services with respect to such Bonds at any time by giving written notice to the Issuer and the Registrar and discharging its responsibilities with respect thereto under applicable law. Under such circumstances, provided there is no successor securities depository, the Issuer and the Registrar shall be obligated to deliver Bond certificates as described herein. In

the event Bond certificates are issued, the provisions of this Resolution shall apply to, among other things, the transfer and exchange of such certificates and the method of payment of principal of, premium, if any, and interest on such certificates. Whenever DTC requests the Issuer and the Registrar to do so, the Issuer will direct the Registrar to cooperate with DTC in taking appropriate action after reasonable notice (i) to make available one or more separate certificates evidencing such Bonds to any DTC Participant having Bonds credited to its DTC account; or (ii) to arrange for another securities depository to maintain custody of certificates evidencing such Bonds.

(d) NEITHER THE ISSUER NOR THE REGISTRAR WILL HAVE ANY RESPONSIBILITY OR OBLIGATIONS TO THE DTC PARTICIPANTS OR THE BENEFICIAL OWNERS WITH RESPECT TO (1) THE ACCURACY OF ANY RECORDS MAINTAINED BY DTC OR ANY DTC PARTICIPANT; (2) THE PAYMENT BY DTC OR ANY DTC PARTICIPANT OF ANY AMOUNT DUE TO ANY BENEFICIAL OWNER IN RESPECT OF THE PRINCIPAL AMOUNT, AMORTIZATION INSTALLMENT FOR, REDEMPTION PRICE OF OR INTEREST ON SUCH BONDS; (3) THE DELIVERY BY DTC OR ANY DTC PARTICIPANT OF ANY NOTICE TO ANY BENEFICIAL OWNER WHICH IS REQUIRED OR PERMITTED UNDER THE TERMS OF THIS RESOLUTION TO BE GIVEN TO BONDHOLDERS; (4) THE SELECTION OF THE BENEFICIAL OWNERS TO RECEIVE PAYMENT IN THE EVENT OF ANY PARTIAL REDEMPTION OF SUCH BONDS; OR (5) ANY CONSENT GIVEN OR OTHER ACTION TAKEN BY CEDE & CO. AS THE NOMINEE OF DTC, AS REGISTERED OWNER.

SO LONG AS CEDE & CO IS THE REGISTERED OWNER OF SUCH BONDS, AS NOMINEE OF DTC, REFERENCES HEREIN TO THE BONDHOLDERS OR REGISTERED HOLDERS OF SUCH BONDS SHALL MEAN CEDE & CO. AND SHALL NOT MEAN THE BENEFICIAL OWNERS OF SUCH BONDS.

Section 614. **Validation of Bonds**. Each Series of Bonds shall be validated through the Superior Court of Spalding County, Georgia. A validation certificate of the Clerk of the Superior Court of Spalding County, bearing the manual or facsimile signature of such Clerk will be endorsed on the Bonds of each Series and will be essential to their validity.

[End of Article VI]

ARTICLE VII

CONSTRUCTION FUND

Section 701. **Construction Fund**. The "COMBINED PUBLIC UTILITY SYSTEM REVENUE BONDS CONSTRUCTION FUND" (the "**Construction Fund**") is hereby created and established. There shall be paid into the Construction Fund funds which, together with investment earnings thereon, will be sufficient to pay the cost of the Projects to be funded hereunder and as designated by supplemental resolution of the Issuer.

The Issuer shall establish a separate account in the Construction Fund for the Project or Projects to be financed by each Series of Bonds issued hereunder. Each such account in the Construction Fund shall be kept separate and apart from all other funds and accounts of the Issuer, and the funds on deposit therein shall be withdrawn, used and applied by the Issuer solely for the payment of the costs of such Project or Projects and purposes incidental thereto as hereinabove described and set forth in Section 402. Capitalized interest with respect to any Series of Bonds, if any, will be deposited to a designated and so named account in the Construction Fund and kept separate and apart from all other funds and account of the Issuer and such funds, including any income therefrom, shall be transferred, to the extent necessary, to the Debt Service Account to pay interest on the related Series of Bonds. Any moneys on deposit in an account in the Construction Fund to pay capitalized interest but not needed to pay interest pursuant to the preceding sentence may be used to pay costs of issuance of the related Series of Bonds or if not necessary for such purpose may be used in the same manner as other funds on deposit in that account of the related Series of Bonds in the Construction Fund. All such moneys shall be and constitute trust funds for such purposes, and shall be delivered to and held by the Chief Financial Officer (or other designated Authorized Depository) who shall act as trustee of such funds for the purposes of this Resolution. There hereby is created a lien upon such funds in favor of the Holders of the Series of Bonds to which such account is related until applied as herein provided.

Any funds on deposit in the Construction Fund that, in the opinion of the Issuer, are not immediately necessary for expenditure, as hereinabove provided, shall be held and may be invested, in the manner provided by law, in Permitted Investments pursuant to Section 1002 below. All income derived from investments of funds in an account or sub-account in the Construction Fund shall be deposited in such account to which such investment income is attributable.

Any liquidated damages or settlement payments received by the Issuer as a result of the breach by any contractor, subcontractor or supplier working or supplying goods for the Projects, of any representation, warranty or performance guaranty, and all insurance and condemnation proceeds received with respect to damages to or the taking of the Projects during construction shall be deposited into the appropriate account or accounts in the Construction Fund to insure completion of the Projects, or, if the City Manager shall certify that the failure to complete a Project or the modification of a Project or the acquisition or construction of a different Project or the abandonment of a Project will not materially adversely affect the Issuer's ability to comply with the rate covenant set forth in Section 1105, such damages or settlement payments shall be deposited in the Revenue Fund for the redemption of Bonds, as shall be determined by the Issuer.

The Issuer covenants to commence the acquisition and construction of each Project authorized hereunder, promptly upon the delivery of the Series of Bonds issued to pay the cost

thereof, and to thereafter work with due diligence to complete each such Project. The Issuer may, however, upon receipt of a No Adverse Effect Opinion, abandon or defer any Project if it first obtains the written opinion of the City Manager that such abandonment or deferral (and the use of the remaining proceeds set aside for the construction of such Project to acquire or construct a different Project or redeem Bonds according to the following paragraph) will not materially adversely affect Issuer's ability to comply with the rate covenant set forth in Section 1105. To the extent the cost of a Project is to be paid in part from revenues of the Issuer, such funds shall be transferred to and deposited into the appropriate account in the Construction Fund and used in accordance with the provisions of this section. If funds for any Project are to come from other sources (for example, from Issuer funding or state or federal grants or loans), the Issuer shall take all legally available actions to insure the receipt of such funds and shall cause such funds to be deposited into the Construction Fund or otherwise set aside in a separate fund or account and used for the purposes herein provided. For the purposes of this Article VII, "deferral" of a Project shall refer to situations where the Issuer shall not have formally taken action to abandon or cancel a Project, but shall have determined not to currently proceed with such Project and not to finance such Project with funds then held in the Construction Fund.

Except as otherwise provided with respect to any account in the Construction Fund in any supplemental resolution approving the issuance of a Series of Bonds, upon completion of each Project, or upon the abandonment or deferral thereof pursuant to the foregoing, any amounts then remaining in the corresponding account in the Construction Fund and not reserved by the Issuer for the payment of any remaining part of the cost of construction and acquisition thereof or for the payment of the cost of another Project, shall be used to redeem Bonds in the manner described in Section 903(c) below, or upon receipt of a No Adverse Effect Opinion, (i) shall be deposited into the Revenue Fund and used to pay principal and interest next coming due on the Bonds, or (ii) if needed to attain the Reserve Requirement amount to be on deposit therein, shall be deposited in the Debt Service Reserve Account, if any, with respect to the related Series of Bonds, or (iii) shall be paid to the Issuer to be used for any lawful purpose.

Upon the occurrence of an event of default hereunder, the moneys in an account in the Construction Fund related to a Series of Bonds may be applied to the payment of such Bonds.

[End of Article VII]

ARTICLE VIII

SOURCE OF PAYMENT OF BONDS; SPECIAL OBLIGATIONS OF THE ISSUER

Section 801. **Bonds Not to be General Indebtedness of the Issuer**. The Bonds shall not constitute general obligations or indebtedness of the Issuer within the meaning of the Constitution of the State of Georgia, nor a pledge of the general faith and credit of the Issuer nor shall the Issuer be subject to any pecuniary liability thereon, either as to payment of principal, premium, if any, or interest. The Bonds shall be payable solely from and secured by a lien upon and a pledge of the Pledged Revenues, in the manner and to the extent herein provided. No Bondholder shall ever have the right to compel the exercise of the taxing power of the Issuer or taxation in any form on any real or personal property to pay the principal of, premium, if any, and interest on the Bonds, nor shall any Bondholder be entitled to payment of such principal, premium and interest from any other funds of the Issuer other than the Pledged Revenues, all in the manner and to the extent herein provided. The Bondholders shall not have a lien upon the System, the Projects, or any other assets of the Issuer.

Section 802. **Pledge of Revenues**. The payment of the principal of, premium, if any, and interest on the Bonds, and the reimbursement of amounts due and owing any Reserve Product Provider or Credit Facility Provider, shall be secured forthwith equally and ratably by an irrevocable, valid and binding lien on and security interest in the Pledged Revenues, all in the manner and to the extent provided herein, prior and superior to all other liens or encumbrances on the Pledged Revenues, and, as provided herein, the Issuer does hereby irrevocably pledge, in the manner and to the extent provided herein, the Pledged Revenues, all to the payment of the principal of, premium, if any, and interest on the Bonds, the funding and maintaining of the reserves as required herein and for all other payments as provided herein. Notwithstanding the foregoing, nothing herein provided shall be deemed to grant or create a lien on any account in the Debt Service Reserve Account created only with respect to a particular Series of Bonds in favor of the owners of Bonds of any other Series. In addition, nothing herein shall be deemed to grant or create a lien on any funds, including investments and investment earnings in the Rebate Fund.

[End of Article VIII]

ARTICLE IX

CREATION AND USE OF FUNDS AND ACCOUNTS; DISPOSITION OF REVENUES

Section 901. Creation of Funds and Accounts. The Issuer will heretofore establish (i) the "CITY OF GRIFFIN COMBINED PUBLIC UTILITY SYSTEM REVENUE FUND" (the "**Revenue Fund**"), (ii) the "CITY OF GRIFFIN COMBINED PUBLIC UTILITY SYSTEM SINKING FUND" (the "**Sinking Fund**"), (iii) two subaccounts which are held within the Sinking Fund, the "**Debt Service Account**" and the "**Debt Service Reserve Account**," (iv) the "COMBINED PUBLIC UTILITY SYSTEM RENEWAL AND EXTENSION FUND" (the "**Renewal and Extension Fund**"), and (v) the "CITY OF GRIFFIN COMBINED PUBLIC UTILITY SYSTEM REBATE FUND" (the "**Rebate Fund**"). The Debt Service Account and the Debt Service Reserve Account are to be maintained with the "CITY OF GRIFFIN COMBINED PUBLIC UTILITY COMPOSITE RESERVE ACCOUNT" (the "**Composite Reserve Account**") and any separate account therein for a Series of Bonds issued hereunder that is not secured by the Composite Reserve Account. Such funds and accounts shall constitute trust funds for the purposes herein provided, shall be delivered to and held by the Chief Financial Officer (or an Authorized Depository designated by the Chief Financial Officer), in each case who shall act as trustee of such funds for the purposes hereof, shall (except for the Rebate Fund) be subject to a pledge and lien or charge in favor of the Holders of the Bonds in the manner and to the extent provided herein, and shall, except as expressly permitted hereby, at all times be kept separate and distinct from all other funds of the Issuer and used only as herein provided.

Section 902. Disposition of Revenues. Commencing on the date of issuance and delivery of the Series 2022 Bond, except as otherwise provided herein, all Gross Revenues shall be deposited by the Issuer into the Revenue Fund promptly upon receipt.

(a) *Disposition of Revenues*. Funds in the Revenue Fund shall be accumulated, paid out, withdrawn and disposed of from time to time for the payment of Cost of Operation and Maintenance of the System as the same become due and payable. In addition, each month, commencing on the First Business Day of the month immediately following the delivery of the Series 2022 Bond, and continuing on the first Business of each month thereafter, only in the following order and priority:

(1) First, by deposit into the Debt Service Account an amount which will equal (i) one-sixth of the interest maturing on the Bonds on the next interest Payment Date, with respect to Bonds that bear interest payable semiannually, (ii) the amount of interest next maturing on Bonds that bear interest payable monthly, (iii) the amount of interest accruing in such month on Bonds that bear interest on other than a monthly or semiannual basis (other than Bonds that bear interest only payable upon maturity or redemption), (iv) one-twelfth of all principal, and with respect to Bonds that pay interest only upon maturity or redemption, principal and accreted interest, maturing or becoming payable during the current Bond Year on the various Serial Bonds that mature annually, (v) one-sixth of all principal, and with respect to Bonds that pay interest only upon maturity or redemption, principal and accreted interest, maturing or becoming payable on the next maturity date in such Bond Year on the various Serial Bonds that mature semiannually, and (vi) one-twelfth of the Amortization Installments and unamortized principal balances of Term Bonds coming due during the then-current Bond Year with respect to the Bonds, until there are

sufficient funds then on deposit equal to the sum of all interest, principal and redemption payments coming due on the Bonds on the next interest, principal and redemption dates in such Bond Year.

Deposits required pursuant to the foregoing shall be increased or decreased each month to the extent required to pay all interest, principal and redemption premiums next becoming due and payable, after making allowance for any accrued and capitalized interest, and to make up any deficiency or loss that may otherwise arise or in the case of a shorter period between the date of issuance and the first Payment Date or may otherwise arise in such fund or account. If any Variable Rate Bonds are outstanding on the fifteenth day of such month, unless the Issuer shall establish a different procedure for the payment or deposit of monthly interest on Variable Rate Bonds, the Issuer shall deposit into the Debt Service Account in lieu of the monthly interest deposit or the one-sixth semiannual interest deposit described above, the interest actually accruing on such Bonds for such month (plus any deficiencies in interest deposits for the preceding month), assuming the interest rate thereon on the fifteenth day of such month will continue through the end of such month. On or before each interest Payment Date, the Issuer shall make up any deficiencies in such interest deposit, based on the actual interest accruing through such date, from and to the extent of the funds remaining on deposit in the Revenue Fund.

Notwithstanding anything in this Section 902(a)(2) to the contrary, if principal, interest or premium payments have been made on behalf of the Issuer by a Bond Insurer or the issuer of a Liquidity Facility or Credit Facility or other entity insuring, guarantying or providing for the payment of Bonds or any Series thereof, moneys on deposit in the Revenue Fund and allocable to such Bonds shall be paid to such Bond Insurer or issuer of the Liquidity Facility or Credit Facility having theretofore made a corresponding payment on the Bonds.

(2) Next, by deposit *pro rata* (such pro ration to be done on the basis of the amount of the Reserve Requirement for each applicable subaccount in the Debt Service Reserve Account) into the Composite Reserve Account and the other special reserve accounts in the Debt Service Reserve Account as created for separate Series of Bonds, such amounts that, after taking into account other concurrent deposits made in such accounts pursuant to the provisions of this Resolution, and other funds or Reserve Products then on deposit therein or credited to such accounts, if any, will be sufficient to make the funds on deposit therein and Reserve Products credited thereto equal to the Reserve Requirement for each such account.

Notwithstanding anything herein to the contrary, the Issuer may satisfy the Reserve Requirement for any subaccount in the Debt Service Reserve Account, in whole or in part with a Reserve Product in lieu of a cash funded deposit. Such Reserve Product must provide for payment of deficiencies (up to the policy limits of such Reserve Product) on any interest or principal payment date (provided adequate notice is given) on which a deficiency exists (or is expected to exist) in moneys held hereunder for a payment with respect to Bonds secured by the applicable subaccount in the Debt Service Reserve Account, which cannot be cured by funds in any other account held pursuant to this Resolution and available for such purpose. Each such Reserve Product shall name as the beneficiary thereof, the Paying

Agent or an Authorized Depository who has agreed to serve in such capacity as trustee for the benefit of such Bondholders.

If a disbursement is made from a Reserve Product as provided pursuant hereto, the Issuer shall be obligated to reinstate the maximum limits of such Reserve Product promptly following such disbursement or to replace such Reserve Product by depositing into the applicable subaccount in the Debt Service Reserve subaccount pursuant to this Section 902(a)(3), from the first available Net Revenues, funds in the maximum amount originally payable under such Reserve Product, plus amounts necessary to reimburse the Reserve Product Provider for previous disbursements made pursuant to such Reserve Product, or a combination of such alternatives, and for purposes of this Section 902(a)(3), amounts necessary to satisfy such reimbursement obligation and other obligations of the Issuer to such a Reserve Product Provider shall be deemed required deposits into the applicable subaccount in the Debt Service Reserve Account, but shall be used by the Issuer to satisfy its obligations to the Reserve Product Provider.

Notwithstanding the foregoing, if one or more subaccounts in the Debt Service Reserve Account has or have been funded with cash or Permitted Investments and no event of default shall have occurred and be continuing hereunder, the Issuer may, at any time in its discretion, substitute a Reserve Product meeting the requirements of this Resolution for the cash and Permitted Investments in any such subaccount, and the Issuer then may withdraw such cash and Permitted Investments from such subaccount and apply them to any lawful purpose that, in the opinion of Bond Counsel, will not result in the interest on the Bonds for which such Account in the Debt Service Reserve subaccount was held which are not Taxable Bonds to be includable in the gross income of the Holders thereof for federal income tax purposes.

(3) Next, by payment of all amounts related to any Subordinate Debt required to be paid by the terms of the resolution or other instrument authorizing such Subordinate Debt and the unpaid fees, costs and expenses of any Reserve Product Provider or issuer of a Liquidity Facility or Credit Facility.

(4) Next, by deposit into the Renewal and Extension Fund (i) an amount equal to one-twelfth of five percent (5%) of the Gross Revenues for the preceding Fiscal Year but in no event shall any amount be required to be deposited therein if the balance thereof is equal to $1,000,000, or (ii) such greater or lesser amount as is recommended in writing by a Qualified Independent Consultant.

(5) Next, by payment of all Rebate Amounts determined to be due and owing pursuant to the Code as provided in Section 1003 below.

(6) Next, any capital improvements to the System or any lawful purposes of the Issuer.

(b) *Additional Payments*. The Issuer shall not be required to make any further payments into the Debt Service Account or the Debt Service Reserve Account when (i) the aggregate amount of moneys in the Debt Service Account and moneys in the Revenue Fund set aside specifically to pay debt service on the Bonds, and (ii) the moneys in the Debt Service Reserve Account set aside specifically to pay debt service on the Bonds are, in the aggregate, at least equal to the aggregate

principal amount of Bonds issued and Outstanding pursuant to this Resolution and not defeased pursuant to Article XIV below, plus the amount of interest then due or thereafter to become due on said Bonds.

Section 903. Use of Moneys in the Debt Service Account.

(a) Moneys on deposit in the Debt Service Account and the subaccounts contained therein shall be used solely for the payment of principal of, interest on, and any premium required with respect to the Bonds.

(b) On or before the maturity date of each Bond, the due date of each Amortization Installment, or installment of interest on Bonds, the Issuer shall transfer from the Debt Service Account to the Paying Agent(s) sufficient moneys to pay all principal of, premium, if any, and interest due and payable with respect to such Bonds due and payable, and shall be paid by check or draft of the Paying Agent to the registered owner thereof unless the registered owner has elected to receive payments by wire transfer as permitted in this Resolution and the supplemental resolution authorizing a Series of Bonds.

(c) Moneys deposited in the Debt Service Account for the redemption of Bonds shall be applied with reasonable diligence to the retirement of Bonds issued under the provisions of this Resolution and then Outstanding in the following order:

(1) The Issuer may first endeavor to purchase outstanding Term Bonds of each Series redeemable from Amortization Installments, and pro rata (based on the principal amount of the Amortization Installments due in such Bond Year for each such Series of Term Bonds) among all such Bonds if more than one Series of such Term Bonds are outstanding, or if no such Term Bonds are outstanding, Serial Bonds, whether or not such Bonds shall then be subject to redemption, but only to the extent moneys are available therefor, at the most advantageous price obtainable or the Compounded Amount, as the case may be, but no such purchase shall be made by the Issuer within a period of thirty days next preceding any interest Payment Date on which such Bonds are subject to call for redemption under the provisions of this Resolution;

(2) Then, to the extent moneys remain on deposit in the Debt Service Account that are specifically set aside or that have been otherwise set aside or transferred specifically for the redemption of Bonds, the Issuer shall call for redemption on each interest Payment Date on which Bonds are subject to redemption, with or without premium, from such moneys, such amount of Term Bonds subject to the Amortization Installments for such Bond Year that have not been purchased pursuant to clause (a) above; and

(3) Then, to the extent moneys remain on deposit in the Debt Service Account that are specifically set aside therein or that have been otherwise set aside or transferred pursuant to this Resolution specifically for the purpose of redeeming Bonds, the Issuer shall first call any remaining Term Bonds then subject to redemption and then Serial Bonds then subject to redemption, in such order and by such selection method as the Issuer, in its discretion, may determine, from such funds as will exhaust the money then held for the redemption of such Bonds as nearly as may be possible.

If Term Bonds are purchased or redeemed pursuant to this section in excess of the Amortization Installments for such Bond Year, such excess principal amount of such Term Bonds so purchased or redeemed shall be credited against subsequent Amortization Installments for Bonds in such Series in such Bond Year or Years as the Issuer may determine and as may be reflected in the Issuer's permanent accounting records. Such election shall be included in the annual audited reports of Issuer referred to in Section 1107 below.

Section 904. Use of Moneys in the Debt Service Reserve Account; Funding of Subaccounts in Debt Service Reserve Account.

(a) Except as otherwise expressly provided in this Section 905, or in a supplemental resolution, funds on deposit in a subaccount in the Debt Service Reserve Account (including, without limitation, the Composite Reserve Account) may be used only for the purpose of curing deficiencies in the amounts available for such purposes in the Debt Service Account related to the Series of Bonds with respect to which such subaccount in the Debt Service Reserve Account was created and for no other purpose. If funds on deposit in a subaccount in the Debt Service Reserve Account exceed, in the aggregate, the applicable Reserve Requirement for such subaccount, such excess shall be paid into the Revenue Fund. Any proceeds received from a Reserve Product shall be applied immediately to cure deficiencies in the moneys or investments set aside and available in the Revenue Fund to pay debt service with respect to all Series of Bonds secured by the Composite Reserve Account, or the subaccount in the Debt Service Reserve Account to which such Reserve Product was credited, as the case may be, and for no other purpose.

(b) At the time of issuance of any Series of Additional Bonds, the Issuer shall, by resolution, indicate whether such Series is to be secured by the Composite Reserve Account or by a special account in the Debt Service Reserve Account. If such Series of Additional Bonds is to be secured by the Composite Reserve Account, such resolution shall provide that the amounts on deposit in the Composite Reserve Account shall be increased to the Composite Reserve Requirement in the manner to be set forth in the supplemental resolution authorizing the issuance of such Additional Bonds. If such Additional Bonds are to be secured by another account in the Debt Service Reserve Account, such supplemental resolution shall set forth the Reserve Requirement with respect thereto. Nothing herein prevents a Series of Bonds from not being secured by the Composite Reserve Account or by an account in the Debt Service Reserve Account.

Notwithstanding anything in the foregoing to the contrary, to the extent that such Series of Additional Bonds are being issued to refund Outstanding Bonds secured by the Composite Reserve Account and the Composite Reserve Account has been funded or partially funded with respect to the Outstanding Bonds to be refunded, the amount theretofore funded allocable to the Bonds being refunded by such Series of Additional Bonds shall be credited against the amount required by this Section 905(c) to be deposited to the Composite Reserve Account.

(c) If cash has been deposited in an account in the Debt Service Reserve Account, all such cash shall be used (or Permitted Investments purchased with such cash and held in such account shall be liquidated and the proceeds applied as required) prior to any disbursement made under any Reserve Product relating to Bonds secured by such account. If more than one Reserve Product relates to Bonds secured by an Account in the Debt Service Reserve Account, then disbursements under such Reserve Products shall be made on a pro rata basis (calculated by

reference to the maximum amounts available thereunder) after applying all available cash in such Account in the Debt Service Reserve Account.

Section 905. Use of Moneys in the Renewal and Extension Fund.

The funds in the Renewal and Extension Fund shall be used only (i) first, at any time for the purpose of curing deficiencies in the amount in the Debt Service Fund or in the Reserve Fund, or both or (ii) when no such deficiencies exist, as needed for the purpose of paying the cost of the replacement of capital assets of the System, including land, or any unusual or extraordinary maintenance or repairs which the Chief Financial Officer of the Issuer shall certify are necessary for the System. The Issuer does not expect to pay any debt service on the Bonds from the Renewal and Extension Fund, nor does it expect that moneys in the Renewal and Extension Fund will be available for such purpose.

Section 906. Use of Moneys in the Rebate Fund.

Moneys in the Rebate Fund shall be applied only to the Rebate Amount except as otherwise provided in Section 1004 hereof.

Section 907. Paying Agents.

The Issuer shall transfer, from the various funds and accounts established in this Article IX, to one or more Paying Agents as shall be designated by resolution hereafter and from time to time adopted or enacted by the Issuer, on the date preceding each interest, principal and redemption date, an amount sufficient to pay when due the principal of, interest on and premium, if any, with respect to the Bonds.

No resignation or removal of a Paying Agent appointed hereunder shall be effective until such time as a successor has been appointed by the Issuer and has accepted the duties as Paying Agent hereunder.

[End of Article IX]

ARTICLE X

DEPOSITARIES OF MONEYS, SECURITY FOR DEPOSITS AND INVESTMENT OF FUNDS

Section 1001. Deposits Constitute Trust Funds. All funds or other property which at any time may be owned or held in the possession of or deposited with the Issuer in the funds and accounts created under the provisions of this Resolution shall be held in trust and applied only in accordance with the provisions of this Resolution and shall not be subject to lien or attachment by any general creditor of the Issuer.

All funds or other property which at any time may be owned or held in the possession of or deposited with the Issuer pursuant to this Resolution shall be continuously secured, for the benefit of the Issuer and (except in the case of the Rebate Fund) the Bondholders in such manner as permitted hereunder and as may then be required or permitted by applicable State or federal laws and regulations regarding the security for, or granting a preference in the case of, the deposit of trust funds. All cash held in deposit accounts must be collateralized by obligations of, or obligations the principal of an interest on which are unconditionally guaranteed by, the United State of America having a market value (exclusive of accrued interest) not less than the amount of such deposit.

All moneys deposited with each Authorized Depository shall be credited to the particular fund or account to which such moneys belong. Notwithstanding anything herein to the contrary, for purposes of investment and to the extent permitted by applicable law, amounts on deposit in any fund or account may be commingled, as provided in Section 1004 below, provided adequate care is taken to account for such amounts as provided in the preceding sentence.

Section 1002. Investment of Moneys. Moneys held for the credit of each of the funds and accounts created hereby shall be invested and reinvested by the Issuer in Permitted Investments, either directly or through broker-dealer deposit agreements or a combination thereof. Such investments or reinvestments shall mature not later than the respective dates, as estimated by the Issuer, that the moneys held for the credit of said funds or accounts will be needed for the purposes of such funds or accounts, but in no event shall any of the investments of funds in an account in the Debt Service Reserve Account have a term to maturity exceeding the final maturity date of the Series of Bonds secured by such account.

Obligations so purchased as an investment of moneys in any such fund or account shall be deemed at all times to be a part of such fund or account, and shall at all times, for the purposes of this Resolution, be valued annually as of the last day of each Fiscal Year at the market value thereof on the date of valuation, as determined by the Issuer, exclusive of accrued interest, except with regard to a Debt Service Reserve Account, which will be determined by a supplemental resolution.

Except as otherwise provided herein, all income and profits derived from the investment of money in the Construction Fund or the Debt Service Account shall be retained in such Fund and used for the purposes specified for such Fund. All income and profits derived from the investment of moneys in an account in the Debt Service Reserve Account shall be retained therein until the amount in such account equals the applicable Reserve Requirement, and thereafter, shall be applied as provided by Section 905 hereof. Except as otherwise provided above, all income and profits

derived from the investment of moneys in all other accounts or funds created hereby shall be deposited upon receipt in the Revenue Fund.

Section 1003. Tax Covenants. It is the intention of the Issuer and all parties under its control that the interest on the Bonds issued hereunder that are not Taxable Bonds be and remain excludable from gross income for federal income tax purposes, and to this end the Issuer hereby represents to and covenants with each of the Holders of the Bonds issued hereunder that are not Taxable Bonds that it will comply with the requirements applicable to it contained in Section 103 and Part IV of Subchapter B of Chapter 1 of Subtitle A of the Code to the extent necessary to preserve the exclusion of interest on the Bonds issued hereunder that are not Taxable Bonds from gross income for federal income tax purposes. Specifically, without intending to limit in any way the generality of the foregoing, the Issuer covenants and agrees:

(a) to make or cause to be made all necessary determinations and calculations of the Rebate Amount required to be paid to the United States of America pursuant to Section 148(f) of the Code;

(b) to set aside in the Rebate Fund sufficient moneys from the Gross Revenues or other legally available funds of the Issuer to timely pay the Rebate Amount to the United States of America;

(c) to pay the Rebate Amount to the United States of America at the times and to the extent required pursuant to Section 148(f) of the Code;

(d) to maintain and retain all records pertaining to the Rebate Amount with respect to the Bonds that are not Taxable Bonds issued hereunder and required payments of the Rebate Amount with respect to the Bonds that are not Taxable Bonds for at least six years after the final maturity of the Bonds that are not Taxable Bonds or such other period as shall be necessary to comply with the Code;

(e) to refrain from taking any action that would cause any Bonds or any Series of Bonds or portion thereof issued hereunder, other than Taxable Bonds and bonds issued with the intent that they shall constitute "private activity bonds" under Section 141(a) of the Code, to be classified as "private activity bonds" under Section 141(a) of the Code; and

(f) to refrain from taking any action that would cause the Bonds that are not Taxable Bonds issued hereunder to become arbitrage bonds under Section 148 of the Code.

The Issuer understands that the foregoing covenants impose continuing obligations of the Issuer that will exist as long as the requirements of Section 103 and Part IV of Subchapter B of Chapter 1 of Subtitle A of the Code are applicable to the Bonds.

Notwithstanding any other provision of this Resolution, including, in particular Article XIV hereof, the obligation of the Issuer to pay the Rebate Amount to the United States of America and to comply with the other requirements of this Section 1003 shall survive the defeasance or payment in full of the Bonds that are not Taxable Bonds.

Section 1004. Rebate Fund. The Issuer covenants and agrees that it shall maintain and retain all records pertaining to and shall be responsible for making or having made all

determinations and calculations of the Rebate Amount for each Series of Bonds issued hereunder that are not Taxable Bonds for each Rebate Year within twenty-five (25) days after the end of such Rebate Year and within twenty-five (25) days after the final maturity of each such Series of Bonds. On or before the expiration of each such period, the Issuer shall deposit into the Rebate Fund from investment earnings on moneys deposited in the other funds and accounts created hereunder, or from any other legally available funds of the Issuer, an amount equal to the Rebate Amount for such Rebate Year. The Issuer shall use such moneys deposited in the Rebate Fund only for the payment of the Rebate Amount to the United States of America as required by Section 1003 hereof, which payments shall, unless otherwise permitted or required by applicable law, be made in installments, commencing not more than thirty (30) days after the end of the fifth Rebate Year and with subsequent payments to be made not later than five (5) years after the preceding payment was due, except that the final payment shall be made within sixty (60) days after the final maturity of the last obligation of the Series of Bonds issued hereunder that are not Taxable Bonds. In complying with the foregoing, the Issuer may rely upon any instructions or opinions from Bond Counsel.

If any amount shall remain in the Rebate Fund after payment in full of all Bonds issued hereunder that are not Taxable Bonds and after payment in full of the Rebate Amount to the United States of America in accordance with the terms hereof, such amounts shall be available to the Issuer for any lawful purpose.

The Rebate Fund shall be held separate and apart from all other funds and accounts of the Issuer, shall not be impressed with a lien in favor of the Bondholders and the moneys therein shall be available for use only as herein provided.

Notwithstanding any other provision of this Resolution, including in particular Article XIV hereof, the obligation to pay over the Rebate Amount to the United States of America and to comply with all other requirements of Section 1003 and this Section 1004 shall survive the defeasance or payment in full of the Bonds.

The Issuer shall apply any funds in the Rebate Fund for a purpose other than the payment of the Rebate Amount only upon receipt of a No Adverse Effect Opinion from Bond Counsel.

Section 1005. Separate Accounts. The moneys required to be accounted for in each of the funds and accounts established under this Resolution may be deposited in a single account, and funds allocated to the various funds and accounts established herein may be invested in a common investment pool, provided that adequate accounting records are maintained to reflect and control the restricted allocation of the moneys on deposit therein and such investments for the various purposes of such funds and accounts as herein provided.

The designation and establishment of the various funds and accounts in and by this Resolution shall not be construed to require the establishment of any completely independent, self-balancing funds as such term is commonly defined and used in governmental accounting, but rather is intended solely to constitute an earmarking of certain revenues for certain purposes and to establish certain priorities for application of such revenues as herein provided.

[End of Article X]

ARTICLE XI

GENERAL COVENANTS OF THE ISSUER

Section 1101. Representations of the Issuer. The Issuer makes the following representations on which the Bondholders are hereby entitled to rely:

(a) Adoption of this Resolution and the compliance by the Issuer with the requirements hereof will not conflict with or result in a breach of or a default under any ordinance, resolution, agreement or instrument to which the Issuer is now a party.

(b) The Issuer is duly authorized and empowered to operate the System under the laws, rulings, regulations and ordinances of the United States of America, the State and the departments, agencies and political subdivisions thereof.

(c) As of the date of issuance of a Series of Bonds, there will exist no event of default, as defined in Section 1301 hereof, or any condition or event which, or with the passage of time or the giving of notice, or both, would constitute an event of default hereunder.

(d) There are no pending, or to the knowledge of the Issuer, threatened actions or proceedings against the Issuer before any court of the State or any federal court in the State or any administrative agency which are likely in any case or in the aggregate to materially adversely affect the financial condition or operations of the Issuer or its obligations under this Resolution, nor is the Issuer aware of any facts or circumstances that would give rise to any such actions or proceedings.

Section 1102. Punctual Payment. The Issuer covenants and agrees with the Bondholders that it will punctually pay or cause to be paid the principal of, premium, if any, and interest on the Bonds and that it will be unconditionally and irrevocably obligated, so long as any of the Bonds are Outstanding and unpaid, to take all lawful action necessary or required during each Fiscal Year so long as any of the Bonds are Outstanding, to pay from the funds pledged hereunder, in accordance with the provisions hereof (i) all Debt Service Reserve Account deposits provided herein for such year, (ii) the Debt Service Requirement deposits that shall become due on the Bonds in such Bond Year, and (iii) all other payments required by this Resolution, and that the funds pledged hereunder shall not, in the aggregate, be reduced so as to be insufficient to provide adequate revenues for such purposes. Such covenant and agreement of the Issuer shall be cumulative and shall continue until such funds in amounts sufficient to make all payments required hereunder have been paid in lawful money as herein provided.

Section 1103. Maintenance of System. The Issuer will maintain the System and all parts thereof in good condition and will operate the same in an efficient and economical manner, making such expenditures for such equipment, maintenance and repairs and for renewals and replacements thereof as may be proper for its economical operation and maintenance.

If the System is not in good condition, then to the extent funds in the Issuer's operating Debt Service Reserve Account are available for such purpose, the Issuer shall promptly make or cause to be made such repairs as shall be necessary to place it in good condition.

Section 1104. Operating Budget. Before the first day of each Fiscal Year the Governing Body shall prepare, approve and adopt in the manner prescribed by law, a detailed budget of the Gross Revenues, the Debt Service Requirement (including anticipated amortization of Commercial Paper Obligations) and the Cost of Operation and Maintenance for the next succeeding Fiscal Year. Copies of its Annual Budgets and all authorizations for increases in the Cost of Operation and Maintenance shall be available for inspection at the offices of the Issuer.

Section 1105. Rate Covenant. Commencing on a date at least thirty (30) days prior to the first interest Payment Date for which interest on the initial Series of the Bonds has not been fully funded from Bond proceeds or from other funds of the Issuer, the Issuer will adopt (unless the existing rate ordinance or resolution is sufficient for the purposes hereof) and cause to be in effect a rate ordinance or resolution, and the Issuer covenants with the Bondholders to fix, establish, revise from time to time whenever necessary, maintain and collect fees, rates, rentals and other charges for the use of the products, services and facilities of the System that will always provide Net Revenues in each Bond Year which shall not be less than one hundred twenty percent (120%) of the Debt Service Requirement (after subtracting the amount of any scheduled payments of Debt Service Offset) for such Bond Year, plus one hundred percent (100%) of the amounts required to be deposited in such Bond Year into the Debt Service Reserve Account (including the various accounts therein).

Notwithstanding the foregoing, failure of the Issuer to comply with the foregoing provisions of this Section 1105 shall not constitute an event of default hereunder if funds are otherwise available to pay all amounts due under this Resolution and the Issuer promptly engages the services of a Qualified Independent Consultant to perform a rate study recommending the rate levels necessary to comply with the foregoing provisions of this Section 1105 in the next succeeding Bond Year. Such study must be completed within ninety (90) days after the Issuer becomes aware of its non-compliance with this section. The Issuer will place in effect, as soon as practicable, either (i) the recommendations of such study by the Qualified Independent Consultant, or (ii) certain adjustments to the Issuer's current budget, as recommended by the Chief Financial Officer, to comply with the provisions of this Section 1105, provided however such deviations from the recommendations by the Qualified Independent Consultant shall be subject to approval by the Governing Body.

Section 1106. Books and Records. The Issuer shall keep separately identifiable financial books, records, accounts and data concerning the operation of the System and the receipt and disbursement of Gross Revenues.

Section 1107. Reports and Annual Audits.

The Issuer shall require that an annual audit of its accounts and records be completed within six (6) months after the end of each Fiscal Year by an independent certified public accountant of recognized standing. Such audit shall be conducted in accordance with generally accepted auditing standards as applied to governments.

Section 1108. No Mortgage or Sale of System.

(a) The Issuer shall not mortgage, pledge or otherwise encumber the physical assets of the System.

(b) The Issuer may sell, lease or dispose of, for fair market value, any properties, parts or portions of the System if a Qualified Independent Consultant shall certify that (i) such properties, parts or portions of the System are not necessary for the continued operation and functioning of the System and (ii) the sale, lease or disposal of such properties, portions or parts of the System will not adversely affect the Gross Revenues to be derived from the System to such an extent that the Issuer will fail to comply with the covenants of this Resolution, including, without limitation, the covenants of Section 1105 hereof; *provided, however*, that the Issuer shall have, and hereby expressly reserves, the right to sell, lease or otherwise dispose of any of the properties, parts or portions of the System having a fair market value not in excess of ten percent (10%) of the value of the fixed assets of the System according to the most recent available annual audit at the time of such disposition that the Issuer shall determine, as evidenced by a certificate of the City Manager, to be no longer necessary, useful or beneficial for the continued operation of the System.

Notwithstanding anything in the foregoing to the contrary, the Issuer shall have, and hereby expressly reserves, the right to sell, lease, or otherwise dispose of, for fair and reasonable consideration, any land or interests in land comprising a portion or part of the System which is no longer necessary or useful in the operation of the System, or the sale or leasing of an interest in land which will not interfere with the operation of the System in any material respect, all as certified in writing by the City Manager.

The Issuer will not sell any portion of the System or enter into any leasing of the components thereof, in each case to the extent such portion or components were financed with proceeds of Bonds issued hereunder, without first (i) making a good faith determination, as certified by the City Manager, that such sale or leasing will not materially adversely affect the Issuer's ability to comply with the rate covenant set forth in Section 1105 and (ii) with respect to leases, obtaining a No Adverse Effect Opinion. In addition, proceeds received from the sale or disposition of the System or any portion thereof shall not be deemed Gross Revenues and may be used and applied by the Issuer in any manner for which a No Adverse Effect Opinion may be obtained. Proceeds received from the leasing of the System or any portion thereof shall be included in Gross Revenues for all purposes of this Resolution.

Section 1109. Insurance and Condemnation Awards. (a)The Issuer will, to the extent economically feasible, carry adequate fire, windstorm, earthquake, and extended coverage policies on the components of the System that are subject to loss through fire, windstorm, or earthquake; adequate business interruption insurance; adequate public liability insurance; other insurance of the kinds and amounts normally carried in the operation of similar facilities and properties in Georgia. The Issuer may, upon appropriate authorization by its Governing Body, self-insure against such risks on a sound actuarial basis. Any such insurance shall be carried for the benefit of the Issuer. The Issuer may participate as a member of the Georgia Interlocal Risk Management Agency (GIRMA) created in 1987 pursuant to the authority of Title 36, Chapter 85 of the Official Code of Georgia Annotated, or any successor agency or locally authorized joint liability pool created for municipalities or other governmental entities under the laws of the State of Georgia.

The minimum limits and terms of coverage provided to the Issuer through GIRMA shall be in such amounts and on such terms as reasonably required for or subscribed to by cities of comparable size and with comparable proprietary services of those offered by the Issuer.

(b) All proceeds received from property damage or destruction insurance, business interruption insurance, and all proceeds received from the condemnation of the System or any part thereof are hereby pledged by the Issuer as security for the Bonds and shall be deposited at the option of the Issuer but subject to the limitations hereinafter described either (i) into the Issuer's Revenue Fund and used to remedy the loss, damage or taking for which such proceeds are received, either by repairing the damaged property or replacing the destroyed or taken property, as soon as practicable after the receipt of such proceeds, or (ii) into the Debt Service Account for the purpose of purchasing or redeeming Bonds according to the provisions set forth in Section 903(c) above.

(c) Proceeds received from such insurance proceeds and condemnation awards shall not be deemed Gross Revenues.

Section 1110. No Free Services. Except as otherwise required by applicable law, the Issuer will not render or cause to be rendered any free services of any nature by its System; and in the event the Issuer or any department, agency, instrumentality, officer or employee thereof, shall avail itself of the facilities or services provided by the System, or any part thereof, the same rates, fees or charges applicable to other customers receiving like services under similar circumstances shall be charged to the Issuer and any such department, agency, instrumentality, officer or employee. Such charges shall be paid as they accrue, and the Issuer shall transfer from its general funds sufficient sums to pay such charges. The revenues so received shall be deemed to be revenues derived from the operation of the System, and shall be deposited and accounted for in the same manner as other revenue derived from such operation of the System. Notwithstanding the foregoing, nothing in this Section 1110 shall prohibit the Issuer from charging different rates for different service regions of the System.

Section 1111. Enforcement of Collections. The Issuer will diligently enforce its right to receive the Gross Revenues and will diligently enforce and collect the fees, rates, rentals and other charges for the use of the products, services and facilities of the System. The Issuer will not take any action that will impair or adversely affect its rights to levy, collect and receive the Gross Revenues, as herein pledged, or impair or adversely affect in any manner the pledge of the Gross Revenues, made herein or the rights of the Bondholders. The Issuer shall be unconditionally and irrevocably obligated, so long as any of the Bonds are Outstanding and unpaid, to take all lawful action necessary or required to continue to entitle the Issuer to receive the Gross Revenues in at least the amounts required by this Resolution.

Section 1112. Qualified Independent Consultant. The Issuer will retain Qualified Independent Consultants from time to time, when, if and as necessary to comply with the requirements of this Resolution.

Section 1113. No Competing System.To the full extent permitted by law, the Issuer will not, after the date hereof, grant, cause, consent to, or allow the granting of, any franchise or permit to any person for the furnishing and distribution of water or the furnishing of sewer collection and treatment services to or within the boundaries of the Issuer. This section shall not, however, prevent the Issuer from granting permits for wells, septic tanks or package plants or from granting or

renewing franchises for the furnishing and distribution of water or the furnishing of sewer collection and treatment services (i) if the area in which such facilities are located or the area serviced by such plants or such franchises is not then being serviced by the System or (ii) if such areas are not located in the immediate vicinity of facilities of the System or the Issuer determines that servicing such area would not provide any material financial benefit to the System. The Issuer shall not establish, own or operate a competing water distribution or sewer treatment system.

[End of Article XI]

ARTICLE XII

CONDITIONS TO THE ISSUANCE OF EACH SERIES OF BONDS AND ADDITIONAL BONDS

Section 1201. Issuance of Obligations. The Issuer will not issue or incur any obligations payable from the Gross Revenues or voluntarily create or cause to be created any debt, lien, pledge, assignment, encumbrance or other charge having priority to or being on a parity with the lien of any Bonds issued pursuant to this Resolution upon the Gross Revenues, except under the conditions and in the manner provided herein. Any obligations issued by the Issuer other than in accordance with this Article XII and payable from the Gross Revenues shall contain an express statement that such obligations are junior and subordinate in all respects to the Bonds as to the lien on, and source of and security for payment from, the Gross Revenues.

Section 1202. Issuance of Additional Bonds. Except as otherwise provided in this section, no Series of Additional Bonds may be issued under this Resolution, unless the Issuer shall first have complied with the requirements of this section.

No other obligations of any kind or nature will hereafter be issued which are payable from or enjoy a lien on the Pledged Revenues prior to the lien created for the payment of the Bonds. It is expressly provided, however, that Additional Bonds may be issued from time to time, for the purpose of refunding any issue or issues of outstanding Bonds or financing, in whole or in part, additions, extensions and improvements to the System ranking as to lien on the Pledged Revenues on a parity with the Bonds herein authorized to be issued, provided all of the following conditions are met:

(a) None of the Bonds or any Additional Bonds then outstanding are in default as to principal or interest and the Issuer is in compliance with this Resolution.

(b) The payments covenanted to be made into the Debt Service Account and the Debt Service Reserve Account (including the various subaccounts therein) currently are being made in the full amount as required and said funds and accounts are at their proper respective balances.

(c) Except where Additional Bonds are to be issued for the purpose of refunding Outstanding Bonds and the Maximum Debt Service Requirement is not increased by such Additional Bonds, the following conditions must be met:

(i) A Qualified Independent Consultant shall have certified either: (A) that for a period of 12 full consecutive calendar months out of the 18 consecutive calendar months preceding the month of the adoption of proceedings for the issuance of the Additional Bonds, the Debt Service Coverage Ratio (excluding (x) any Bonds which are to be refunded or defeased by the proposed Additional Bonds and (y) any payments of Debt Service Offset, and including for calculation of the Debt Service Requirement the proposed Additional Bonds which are to be issued) for each full Bond Year subsequent to issuance of the proposed Additional Bonds, shall not be less than 1.20; or (B) if a new schedule of rates and charges for the services, facilities and commodities furnished by the System has been adopted, the Debt Service Coverage Ratio (excluding (x) any Bonds which are to be refunded and defeased by the proposed Additional Bonds and (y) any payments of Debt

Service Offset, and including for calculation of the Debt Service Requirement the proposed Additional Bonds which are to be issued) would have met the test specified in (A) if such new schedule had been in effect throughout such specified period; or

(ii) A Qualified Independent Consultant shall certify that the projected Maximum Annual Debt Service Coverage Ratio (including for calculation of the Debt Service Requirement the proposed Additional Bonds which are to be issued and excluding the amount of any scheduled payments of Debt Service Offset) through each of the first five full Bond Years subsequent to the acquisition or completion of the facilities to be financed with the Additional Bonds shall not be less than 1.20.

(d) The Issuer shall pass proper proceedings reciting that all of the above requirements have been met, shall authorize the issuance of the Additional Bonds and shall provide in such proceedings that such Additional Bonds shall be secured under and pursuant to this Resolution. Any such Additional Bonds may be issued under or pursuant to a trust indenture and, in such event, the proceedings authorizing the issuance of such Additional Bonds shall make appropriate provisions for the transfer of moneys on deposit in the Debt Service Account and the Debt Service Reserve Account to the trustee in sufficient time for the payment of debt service on such Additional Bonds; but nothing contained herein shall require the Debt Service Account or the Debt Service Reserve Account to be held by such trustee. In the event Additional Bonds are secured hereunder and issued pursuant to a trust indenture, the trustee thereunder shall for purposes of this Resolution, in accordance with the provisions of such trust indenture, exercise the rights and remedies of the owners of such Additional Bonds on behalf of such owners. It shall not be necessary that the interest and principal and payment dates or redemption provisions for such Additional Bonds correspond with the provisions of any other Bonds. Any Credit Facility or Liquidity Facility related to any Additional Bonds may secure only such Additional Bonds and not any other Bonds issued hereunder. Any such proceeding or proceedings shall restate and reaffirm, by reference, all of the applicable terms, conditions and provisions of this Resolution.

(e) Any proposed Additional Bonds which are Variable Rate Bonds shall specify a maximum interest rate. If any such Additional Bonds which are Variable Rate Bonds so issued provide for the mandatory redemption or purchase of such Additional Bonds at the option of owner, a Credit Facility or Liquidity Facility shall be provided at or prior to the issuance of such Additional Bonds which are Variable Rate Bonds to support the Issuer's obligations for any such mandatory redemption or purchase.

(f) Such Additional Bonds and all proceedings relative thereto, and the security therefor, shall be validated as prescribed by law.

(g) Notwithstanding anything in this Section 1202 to the contrary, Subordinate Debt may be issued based on the requirements to be specified in a supplemental resolution of the Issuer providing for the issuance of such Subordinate Debt.

[End of Article XII]

ARTICLE XIII

EVENTS OF DEFAULT; REMEDIES

Section 1301. Events of Default. Each of the following events is hereby declared an "event of default," that is to say if:

(a) payment of principal of any Bond shall not be made by the Issuer when the same shall become due and payable, either at maturity or on required payment dates by proceedings for redemption or otherwise; or

(b) payment of any installment of interest on any Bond shall not be made by the Issuer when the same shall become due and payable; or

(c) the Issuer shall discontinue or unreasonably delay or fail to complete within a reasonable period of time a Project for which Bonds have been issued hereunder, unless the same shall be abandoned or deferred pursuant to Article VII hereof; or

(d) the Issuer shall for any reason be rendered incapable of fulfilling its obligations hereunder to the extent that the payment of or security for the Bonds would be materially adversely affected, and such conditions shall continue unremedied for a period of thirty (30) days after the Issuer becomes aware of such conditions; or

(e) an order or decree shall be entered, with the consent or acquiescence of the Issuer, appointing a receiver or receivers of the Issuer, the System, the Gross Revenues, or any part thereof or the filing of a petition by the Issuer for relief under federal bankruptcy laws or any other applicable law or statute of the United States of America or the State of Georgia, which shall not be dismissed, vacated or discharged within thirty (30) days after the filing thereof; or

(f) any proceedings shall be instituted, with the consent or acquiescence of the Issuer, for the purpose of effecting a composition between the Issuer and its creditors or for the purpose of adjusting the claims of such creditors, pursuant to any federal or state statutes now or hereafter enacted, if the claims of such creditors are under any circumstances payable from the Gross Revenues; or

(g) the entry of a final judgment or judgments for the payment of money against the Issuer as a result of the ownership, operation or control of the System or which subjects any of the funds pledged hereunder to a lien for the payment thereof in contravention of the provisions of this Resolution for which there does not exist adequate insurance, reserves or appropriate bonds for the timely payment thereof, and any such judgment shall not be discharged within ninety (90) days from the entry thereof or an appeal shall not be taken therefrom or from the order, decree or process upon which or pursuant to which such judgment shall have been granted or entered, in such manner as to stay the execution of or levy under such judgment, order, decree or process or the enforcement thereof; or

(h) the Issuer shall default in the due and punctual performance of any other of the covenants, conditions, agreements and provisions contained in the Bonds or in this Resolution on the part of the Issuer to be performed, and such default shall continue for thirty (30) days after

written notice specifying such default and requiring the same to be remedied shall have been given to the Issuer by the registered owners of not less than ten percent (10%) of the Bond Obligation.

Notwithstanding the foregoing, with respect to the events described in clauses (a) or (b), when determining whether a payment default has occurred with respect to any Series of Bonds, no effect shall be given to payments made under a Credit Facility in place with respect to such Series of Bonds. Notwithstanding the foregoing, with respect to the events described in clause (h), the Issuer shall not be deemed in default hereunder if such default can be cured within a reasonable period of time and if the Issuer in good faith institutes appropriate curative action and diligently pursues such action until the default has been corrected. With respect to the event described in clause (c) above, the Issuer shall not be deemed in default hereunder if the performance by the Issuer is prevented or delayed at any time by an act or the neglect of any contractor who is retained with due diligence by the Issuer or by the unavailability of labor, strikes, lockouts, fire, unusual delay in transportation, unavoidable casualties, war, hostilities, acts of God or other causes beyond the Issuer's control and arising without its fault or negligence, including the existence of any law, order, proclamation, regulation or ordinance of any government (excluding the Issuer), provided the Issuer shall use its best efforts to remedy the delay.

Section 1302. Enforcement of Remedies. Upon the happening and continuance of any event of default specified in Section 1301 above, then and in every such case the owners of not less than twenty-five percent (25%) of the Bond Obligation may appoint any state bank, national bank, trust company or national banking association qualified to transact business in Georgia and having a combined capital, surplus and undivided profits of at least $50,000,000, to serve as trustee for the benefit of the holders of all Bonds then Outstanding (the "Trustee"). Notice of such appointment, together with evidence of the requisite signatures of the holders of twenty-five percent (25%) of the Bond Obligation and the trust instrument under which the Trustee shall have agreed to serve shall be filed with the Issuer and the Trustee and notice of such appointment shall be published in a financial journal of general circulation in the City of New York, New York. After the appointment of the first Trustee hereunder, no additional Trustees may be appointed; however, the holders of a majority of the Bond Obligation may remove the Trustee initially appointed and appoint a successor and subsequent successors at any time, but no such removal, and no resignation, of such Trustee shall be effective until a successor has been appointed and has accepted the duties of Trustee hereunder. If the default for which the Trustee was appointed is cured or waived pursuant to this Article, the appointment of the Trustee shall terminate as to such default.

After a Trustee has been appointed pursuant to the foregoing, the Trustee may proceed, and upon the written request of holders of twenty-five percent (25%) of the Bond Obligation shall proceed, subject to the provisions of Section 1303 of this Resolution, to protect and enforce the rights of the Bondholders under the laws of the State, including the Revenue Bond Law, and under this Resolution, by such suits, actions or special proceedings in equity or at law, or by proceedings in the office of any board, body or officer having jurisdiction, either for the specific performance of any covenant or agreement contained herein or in aid of execution of any power herein granted or for the enforcement of any proper legal or equitable remedy, all as the Trustee, being advised by counsel, shall deem most effectual to protect and enforce such rights.

In the enforcement of any remedy against the Issuer under this Resolution the Trustee shall be entitled to sue for, enforce payment of and receive any and all amounts then or during any

default becoming, and at any time remaining, due from the Issuer for principal, interest or otherwise under any provisions of this Resolution or of such Bonds and unpaid, with interest on overdue payments of principal and, to the extent permitted by law, on interest at the rate or rates of interest specified in such Bonds, together with any and all costs and expenses of collection and of all proceedings hereunder and under such Bonds, without prejudice to any other right or remedy of the Trustee or of the Bondholders, and to recover and enforce any judgment or decree against the Issuer, but solely as provided herein and in such Bonds, for any portion of such amounts remaining unpaid and interest, costs and expenses as above provided, and to collect (but solely from moneys in the Revenue Fund specifically set aside for that purpose, the Debt Service Reserve Account and any other moneys available for such purpose) in any manner provided by law, the moneys adjudged or decreed to be payable. Notwithstanding the foregoing, however, nothing herein shall permit an acceleration of the Bonds.

Section 1303. Effect of Discontinuing Proceedings. In case any proceeding taken by the Trustee or any Bondholder on account of any default shall have been discontinued or abandoned for any reason or shall have been determined adversely to the Trustee or such Bondholder, then and in every such case the Issuer, the Trustee and Bondholders shall be restored to their former positions and rights hereunder, respectively, and all rights, remedies and powers of the Trustee shall continue as though no such proceeding had been taken.

Section 1304. Directions to Trustee as to Remedial Proceedings. Anything in this Resolution to the contrary notwithstanding, the holders of a majority of the Bond Obligation shall have the right, by an instrument or concurrent instruments in writing executed and delivered to the Trustee, to direct the method and place of conducting all remedial proceedings to be taken by the Trustee hereunder, provided that such direction shall not be otherwise than in accordance with law or the provisions of this Resolution, and that the Trustee shall have the right to decline to follow any such direction which in the opinion of the Trustee would be unjustly prejudicial to Bondholders not parties to such direction.

Section 1305. Restrictions on Actions by Individual Bondholders. No Bondholder shall have any right to institute any suit, action or proceeding in equity or at law for the execution of any trust hereunder or for any other remedy hereunder unless such Bondholder previously shall have given to the Trustee written notice of the event of default on account of which such suit, action or proceeding is to be taken, and unless the holders of not less than twenty-five percent (25%) of the Bond Obligation shall have made written request of the Trustee after the right to exercise such powers or right of action, as the case may be, shall have accrued, and shall have afforded the Trustee a reasonable opportunity either to proceed to exercise the powers hereinabove granted or to institute such action, suit or proceeding in its or their name, and unless also, there shall have been offered to the Trustee reasonable security and indemnity against the costs, expenses and liabilities to be incurred therein or thereby, including the reasonable fees of its attorneys (including fees on appeal), and the Trustee shall have refused or neglected to comply with such request within a reasonable time; and such notification, request and offer of indemnity are hereby declared in every such case, at the option of the Trustee, to be conditions precedent to the execution of the powers and trusts of this Resolution or for any other remedy hereunder. It is understood and intended that no one or more owners of the Bonds hereby secured shall have any right in any manner whatever by his or their action to affect, disturb or prejudice the security of this Resolution, or to enforce any right hereunder, except in the manner herein provided, and that all proceedings at law or in equity shall be instituted, had and maintained in the manner herein

provided and for the benefit of all Bondholders, and that any individual rights of action or any other right given to one or more of such owners by law are restricted by this Resolution to the rights and remedies herein provided.

Nothing contained herein, however, shall affect or impair the right of any Bondholder, individually, to enforce the payment of the principal of and interest on his Bond or Bonds at and after the maturity thereof, at the time, place, from the source and in the manner provided in this Resolution.

Section 1306. Appointment of a Receiver. Upon the happening and continuance of an event of default, and upon the filing of a suit or other commencement of judicial proceedings to enforce the rights of the Trustee and of the Bondholders under this Resolution, the Trustee shall be entitled, pursuant to the Revenue Bond Law, without regard to the solvency of the Issuer, to apply, in an appropriate judicial proceeding, for the appointment of a receiver of the System, pending such proceedings, with such powers as the court making such appointments shall confer whether or not the Gross Revenues and other funds pledged hereunder shall be deemed sufficient ultimately to satisfy the Bonds outstanding hereunder.

Section 1307. Rights of Bond Insurer.

(a) Each Bond Insurer, if any, shall receive from Issuer and the Trustee (i) copies of all notices required to be delivered to the Bondholders and (ii) notice of any event of default.

(b) Each Bond Insurer shall, in accordance with the provisions of Section 1503, be entitled to control and direct the enforcement of all remedies and rights to the extent granted to the holders of the Bonds insured by them hereunder, and shall also have the right to waive events of default on behalf of such holders; provided that no such Bond Insurer that (i) is insolvent, (ii) in default, or (iii) has a current credit rating that is below the "A" category by a nationally recognized rating service, with respect to its obligations under the Credit Facility shall be entitled to exercise any such right.

[End of Article XIII]

ARTICLE XIV

DEFEASANCE AND RELEASE OF RESOLUTION

Section 1401. Defeasance and Release of Resolution. If, at any time after the date of issuance of any Series of the Bonds, (a) all Bonds secured hereby or any Bonds within a Series or any maturity of any Bonds shall have become due and payable in accordance with their terms or otherwise as provided in this Resolution, or shall have been duly called for redemption, or the Issuer gives the Paying Agent irrevocable instructions directing the payment of the principal of, premium, if any, and interest on such Bonds or maturities thereof at maturity or at any earlier redemption date scheduled by the Issuer, or any combination thereof, and (b) the whole amount of the principal, premium, if any, and the interest so due and payable upon all of such Bonds or maturities thereof then Outstanding, at maturity or upon redemption, shall be paid, or sufficient moneys shall be held by the Paying Agent or other Authorized Depository acting as an escrow agent in irrevocable trust for the benefit of such Bondholders (whether or not in any accounts created hereby) which, as verified by a report of an independent certified public accountant or firm of certified public accountants, when so paid in full in cash or invested in Defeasance Obligations maturing not later than the maturity or redemption dates of such principal, premium, if any, and interest will, together with the income realized on such investments, be sufficient to pay all such principal, premium, if any, and interest on said Bonds or maturities thereof at the maturity thereof or the date upon which such Bonds or maturities thereof are to be called for redemption prior to maturity, *then* and in that case the right, title and interest of such Bondholders hereunder and the pledge of and lien on the Gross Revenues and all other pledges and liens created hereby or pursuant hereto, with respect to such Bonds and the Bondholders thereof, shall thereupon cease and become void, and such Bonds or maturities thereof shall no longer be deemed Outstanding for purposes of this Resolution, and if such conditions have been satisfied with respect to all Bonds issued hereunder and then Outstanding, all balances remaining in any other funds or accounts created by this Resolution other than moneys held for redemption or payment of Bonds and to pay all other sums payable by the Issuer hereunder, shall be distributed to the Issuer for any lawful purpose; otherwise this Resolution shall be, continue and remain in full force and effect.

Notwithstanding anything herein to the contrary, in the event that the principal and/or interest on Bonds shall have been paid to the Holders of such Bonds by a Bond Insurer, such Bonds shall remain Outstanding for all purposes, not be defeased or otherwise satisfied and not be considered paid by the Issuer, and the assignment and pledge of the security hereunder and all covenants, agreements and other obligations of the Issuer to the Holders shall continue to exist and shall accrue to the benefit of the Bond Insurer and the Bond Insurer shall be subrogated to the rights of such Holders.

Notwithstanding any other provision of this Resolution, including in particular this Article XIV, the obligation to pay over the Rebate Amount to the United States of America and to comply with all other requirements of Section 1003 shall survive the defeasance or payment in full of the Bonds and continue to be an obligation of the Issuer until paid in full, together with any interest or penalties accruing thereto.

[End of Article XIV]

ARTICLE XV

MODIFICATION OR AMENDMENT

Section 1501. Modification or Amendment. This Resolution may be modified and amended and all appropriate blanks appearing herein may be completed by the Issuer from time to time prior to the issuance of the first Series of Bonds hereunder. Thereafter, no modification or amendment of this Resolution, or of any resolution amendatory hereof, materially adverse to the interests of the Bondholders may be made without the consent in writing of the Holders of not less than a majority of the Bond Obligation, but no modification or amendment shall permit a change (a) in the maturity of any of the Bonds or a reduction in the rate of interest thereon, (b) in the amount of the principal obligation of any Bond, or (c) that would reduce such percentage of holders of the Bond Obligation, required above, for such modifications or amendments, without the consent of all of the Bondholders. For the purpose of Bondholders' voting rights or consents, the Bonds owned by or held for the account of the Issuer, directly or indirectly, shall not be counted as if Outstanding. Notwithstanding the foregoing, the Issuer may, from time to time and at any time without the consent of the Bondholders, approve such amendatory resolutions (which amendatory resolutions shall thereafter form a part hereof):

(a) To cure any ambiguity, inconsistency or formal defect or omission in this Resolution or in any supplemental resolution, or

(b) To grant to or confer upon the Bondholders any additional rights, remedies, powers, authority or security that lawfully may be granted to or conferred upon the Bondholders, or

(c) To provide for the sale, authentication and delivery of Additional Bonds, Commercial Paper Obligations, Variable Rate Bonds, or refunding Bonds and the disposition of the proceeds from the sale thereof, in the manner and to the extent authorized by Article XII above, or

(d) To modify, amend or supplement this Resolution or any resolution supplemental hereto in such manner as to permit the qualification hereof and thereof under the Trust Indenture Act of 1939 or any similar federal statute hereafter in effect or to permit the qualification of the Bonds for sale under the securities laws of any of the states of the United States of America, and, if the Issuer so determines, to add to this Resolution or any resolution supplemental hereto such other terms, conditions and provisions as may be permitted by said Trust Indenture Act of 1939 or similar federal statute, or

(e) To provide for certificated or uncertificated registered public obligations as contemplated in Section 602 hereof, or

(f) To provide for changes suggested by a Rating Agency as necessary to secure the highest rating on the Bonds, or

(g) To subject to the terms of this Resolution any additional funds, securities or properties, or

(h) To make any other change or modification of the terms hereof which, in the reasonable judgment of the Issuer is not materially prejudicial to the rights or interests of the holders of the Bonds hereunder.

Section 1502. Amendatory Resolutions With Bondholders' Consent. Subject to the terms and provisions contained in this section, and not otherwise, the Holders of not less than a majority in aggregate principal amount of the Bonds then Outstanding shall have the right from time to time, anything contained in this Resolution to the contrary notwithstanding, to consent to and approve the adoption of such amendatory resolution or resolutions as shall be deemed necessary or desirable by the Issuer for the purpose of modifying, altering, amending, adding to or rescinding, in any particular, any of the terms or provisions contained in this Resolution or in any supplemental resolution; *provided, however*, that nothing in this section shall permit, or be construed as permitting, without the consent of the Holders of all Bonds Outstanding, (a) an extension of the maturity of the principal of or the interest on any Bonds, or (b) a reduction in the principal amount of, or the premium or the rate of interest on, any Bonds, or (c) the creation of a lien upon or a pledge of any of the funds or accounts established under or pursuant to this Resolution other than a lien and pledge (i) created by this Resolution or (ii) that is made expressly subordinate to the Issuer's obligations hereunder, or (d) a preference or priority of any Bond or Bonds over any other Bond other Bonds, or (e) a reduction in the aggregate principal amount of the Bonds required for consent to such supplemental resolution. Nothing in this section, however, shall be construed as making necessary the approval by Bondholders of the adoption of any supplemental resolution as authorized in Section 1501.

Subject to the provisions of Section 1503, if the Owners of not less than a majority in aggregate principal amount of the Bonds Outstanding at the time of the adoption of such amendatory resolution shall have consented to and approved its adoption, no Owner of any Bond, any Bond Insurer, or any Reserve Product Provider of a Reserve Product shall have any right to object to the adoption of such supplemental resolution, or to object to any of its terms and provisions, or in any manner to question the propriety of its adoption, or enjoin or restrain the Issuer from adopting the same or from taking any action pursuant to its provisions. Bondholder approval need not be given at one time, and approvals may be prospective in nature and aggregated over a period of time. Once a Bondholder has given approval to an amendment (either current or prospective), such approval shall be irrevocable and binding on all subsequent holders of such Bonds.

Upon the adoption of any amendatory resolution pursuant to the provisions of this section, this Resolution shall be modified and amended in accordance with such supplemental resolution, and the respective rights, duties and obligations under this Resolution of the Issuer and all Owners of Bonds then Outstanding shall thereafter be determined, exercised and enforced in all respects under the provisions of this Resolution as so modified and amended.

Section 1503. Rights of Bond Insurer or Credit Facility Provider. In the event that a Credit Facility is in full force and effect as to a Series of Bonds and the Bond Insurer or Credit Facility Provider is not (i) insolvent, (ii) in default, or (iii) rated below the "A" category by a nationally recognized rating service, the Bond Insurer or Credit Facility Provider, in place of the Holder of such Bonds, shall have the power and authority to give any consents and exercise any and all other rights that the Owners of such Bonds otherwise would have the power and authority to make, give or exercise, including, but not limited to, the exercise of remedies provided in Article

XIII, and the giving of consents to amendatory resolutions when required by Section 1502 (exclusive of those matters referred to in the proviso to the first sentence of Section 1502), and such consent shall be deemed to constitute the consent of the Holders of all of those Bonds which are secured by such Credit Facility.

Section 1504. Supplemental or Amendatory Resolutions Part of Resolution. Any supplemental or amendatory resolution adopted in accordance with the provisions of this Resolution shall thereafter form a part of this Resolution, and all of the terms and conditions contained in any such amendatory or supplemental resolution shall be part of the terms and conditions of this Resolution for any and all purposes. Express reference to any supplemental or amendatory resolution may be made in the text of any Bonds issued after its adoption, if deemed necessary or desirable by the Issuer.

Section 1505. Notice of Amendatory Resolutions. The Issuer shall give to the Rating Agencies then maintaining a rating on any Outstanding Bonds notice of the adoption of any amendatory resolution, which notice shall include the form of such amendatory resolution.

[End of Article XV]

ARTICLE XVI

REGISTRAR AND PAYING AGENT

Section 1601. Notice by Registrar and Paying Agent if Default Occurs. The Registrar and Paying Agent shall not be required to take notice or be deemed to have notice of any default under this Resolution except failure by the Issuer to cause to be made any of the payments to the Registrar and Paying Agent required to be made by this Resolution unless the Registrar and Paying Agent shall be specifically notified in writing of such default by the Issuer or by the Holders of at least twenty-five percent (25%) in aggregate principal amount of all Bonds then Outstanding, and all notices or other instruments required by this Resolution to be delivered to the Registrar and Paying Agent must, in order to be effective, be delivered at a corporate trust office of the Registrar and Paying Agent, and in the absence of such notice so delivered, the Registrar and Paying Agent may conclusively assume there is no default except as aforesaid.

If a default occurs of which the Registrar and Paying Agent is by this Section 1601 required to take notice or if notice of default be given as provided in the preceding paragraph, then the Registrar and Paying Agent shall give written notice thereof by mail to the Issuer, each provider of a Credit Facility any Reserve Product and the registered owners of all Bonds then Outstanding.

Section 1602. Registrar and Paying Agent; Appointment and Acceptance of Duties; Removal.

(a) Unless otherwise designated by subsequent resolution, the Chief Financial Officer shall select and designate a Registrar and Paying Agent for each Series of Bonds, and the Issuer is authorized to enter into a registrar and paying agent agreement with the Registrar and Paying Agent, if so required.

(b) The Issuer may appoint one or more additional Paying Agents for each Series of Bonds which may include the Registrar. Any such Paying Agent shall be a commercial bank or trust company organized under the laws of the United States of America or one of the States thereof. Each Paying Agent other than the Registrar and Paying Agent shall signify its acceptance of the duties and obligations imposed upon it by this Resolution by executing and delivering to the Issuer and the Registrar and Paying Agent a written acceptance of this Resolution.

The Issuer may remove any Paying Agent or the Registrar and Paying Agent and any successors thereto, and may appoint a successor or successors thereto; provided that the Registrar and Paying Agent or any other such Paying Agent then so designated by the Issuer shall continue to function as such until the designation of a successor. The Registrar and Paying Agent and each other Paying Agent is hereby authorized to pay or redeem Bonds from money on deposit in the respective funds and accounts hereunder when duly presented to it for payment or redemption.

[End of Article XVI]

ARTICLE XVII

MISCELLANEOUS PROVISIONS

Section 1701. Limitation of Rights. With the exception of rights in this Resolution expressly conferred, nothing expressed or mentioned in or to be implied from this Resolution or the Bonds is intended or shall be construed to give to any person or company other than the parties hereto, the Registrar and Paying Agent, each provider of a Credit Facility, each provider of a Reserve Product and the Holders of the Bonds, any legal or equitable right, remedy or claim under or in respect to this Resolution or any covenants, conditions and provisions in this Resolution contained; this Resolution and all of the covenants, conditions and provisions of this Resolution being intended to be and being for the sole and exclusive benefit of the parties hereto, the Registrar and Paying Agent, each provider of a Credit Facility, each provider of a Reserve Product and the Holders of the Bonds as in this Resolution provided.

Each provider of a Credit Facility is an express third party beneficiary of this Resolution and is entitled to enforce this Resolution as if it were a party hereto to the extent provided in this Resolution.

Section 1702. Unclaimed Moneys. Any moneys deposited with the Registrar and Paying Agent by the Issuer in accordance with the terms and covenants of this Resolution, in order to redeem or pay any Bond in accordance with the provisions of this Resolution, and remaining unclaimed by the registered owner of the Bond for five (5) years after the date fixed for redemption or of maturity, as the case may be, shall, if the Issuer is not at the time to the actual knowledge of the Registrar and Paying Agent in default with respect to any of the terms and conditions of this Resolution, be repaid by the Registrar and Paying Agent to the Issuer upon its written request therefor; and thereafter the registered owner of the Bond shall be entitled to look only to the Issuer for payment of such amount, *provided, however*, that the Registrar and Paying Agent, before being required to make any such repayment, shall, at the expense of the Issuer, mail to the registered owner of such Bond at its address, as the same shall last appear on the Bond Register, a notice to the effect that said moneys have not been so applied and that after the date named in said notice any unclaimed balance of said moneys then remaining shall be returned to the Issuer. If the Issuer makes arrangements satisfactory to the Registrar and Paying Agent to indemnify the Registrar and Paying Agent for any costs which it may incur due to the unavailability of moneys due to such investment, such moneys may be invested in accordance with Section 1002. Investment income on any such unclaimed moneys received by the Registrar and Paying Agent shall be deposited as provided in Section 1002 until the final maturity or redemption date of the Bonds. Any such income generated after such date shall be deemed to be unclaimed moneys of the type referred to in the first sentence of this section and shall be disposed of in accordance with such sentence. The Issuer must covenant and agree, as a condition to it receiving such funds, to indemnify and save the Registrar and Paying Agent harmless from any and all loss, costs, liability and expense suffered or incurred by the Registrar and Paying Agent by reason of having returned any such moneys to the Issuer as in this Resolution provided.

Section 1703. Action Required on Non-Business Day. Notwithstanding anything to the contrary in this Resolution, in the event that any payment, action or notice required by this Resolution is required or scheduled for a day which is not a Business Day, except as otherwise

provided in this Resolution or in a supplemental resolution with respect to a Series of Bonds, such payment, action or notice shall take place on the next succeeding Business Day with the same effect as if made on the required or scheduled date, and no Event of Default shall exist solely because of the failure to make such payment, take such action or give such notice on such required or scheduled date.

Section 1704. Performance Audit.

Unless specifically waived pursuant to the publication of such waiver in compliance with the provisions of O.C.G.A. § 36-82-100, the Issuer will select a certified public accountant or an outside auditor, consultant or provider for the purpose of providing for a continuing performance audit or performance review of the expenditure of bond proceeds and otherwise complying with the provisions of O.C.G.A. § 36-82-100, the cost of which performance audit or performance review shall be paid by the funds of the Issuer. Notice to the public of the waiver of such performance audits or reviews is to contain an appropriate statement of such waiver.

Section 1705. Severability. If any one or more of the covenants, agreements or provisions of this Resolution should be held contrary to any express provision of law or contrary to the policy of express law, though not expressly prohibited, or against public policy, or shall for any reason whatsoever be held invalid by a court of competent jurisdiction, then such covenants, agreements or provisions shall be null and void and shall be deemed separate from the remaining covenants, agreements or provisions of this Resolution or of the Bonds issued hereunder, which remaining covenants, agreements and provisions shall remain in full force and effect.

Section 1706. No Third-Party Beneficiaries. Except as herein otherwise expressly provided, nothing in this Resolution expressed or implied is intended or shall be construed to confer upon any person, firm or corporation other than the parties hereto and the owners and holders of the Bonds issued under and secured by this Resolution, any right, remedy or claim, legal or equitable, under or by reason of this Resolution or any provision hereof this Resolution and all its provisions being intended to be and being for the sole and exclusive benefit of the parties hereto and the owners and holders from time to time of the Bonds issued hereunder.

Section 1707. Controlling Law; Members of Governing Body Not Liable. All covenants, stipulations, obligations and agreements of the Issuer contained in this Resolution shall be deemed to be covenants, stipulations, obligations and agreements of the Issuer to the full extent authorized by the Constitution and laws of the State of Georgia. No covenant, stipulation, obligation or agreement contained herein shall be deemed to be a covenant, stipulation, obligation or agreement of any present or future member, agent, officer or employee of the Issuer or the Governing Body of the Issuer in his or her individual capacity, and neither the members or officers of the Governing Body of the Issuer nor any official executing the Bonds shall be liable personally on the Bonds or this Resolution or shall be subject to any personal liability or accountability by reason of the issuance or the execution by the Issuer or such members thereof.

Section 1708. Repeal of Inconsistent Resolutions. All resolutions in conflict with the express terms hereof are hereby repealed.

Section 1709. Effective Date. This Resolution shall take effect immediately upon its passage in the manner provided by law.

[End of Article XVII]

ADOPTED this 22nd day of March, 2022

CITY OF GRIFFIN, GEORGIA

By: _____
Mayor

(S E A L)

ATTEST:

By: _____
Secretary

APPROVED AS TO LEGAL FORM:

By: _____
Andrew J. Whalen, III, Esq.
City Attorney

EXHIBIT A

[FORM OF CURRENT INTEREST BOND]

[Unless this Series 20__ Bond is presented by an authorized representative of The Depository Trust Company, a New York corporation ("DTC"), to the Issuer or its agent for registration of transfer, exchange, or payment, and any Series 20__ Bond issued is registered in the name of Cede & Co. or in such other name as is requested by an authorized representative of DTC (and any payment is made to Cede & Co. or to such other entity as is requested by an authorized representative of DTC), ANY TRANSFER, PLEDGE, OR OTHER USE HEREOF FOR VALUE OR OTHERWISE BY OR TO ANY PERSON IS WRONGFUL inasmuch as the registered owner hereof, Cede & Co., has an interest herein.]

No. R-

UNITED STATES OF AMERICA
STATE OF GEORGIA

CITY OF GRIFFIN (GEORGIA)
COMBINED PUBLIC UTILITY [REFUNDING] REVENUE BOND
SERIES 20__

Maturity Date: [CUSIP:]
Interest Rate:
Principal Amount:
Bond Date: [Date of Issuance]
Registered Owner: [Cede & Co.]

The City of Griffin, Georgia (hereinafter called the "Issuer"), a municipal corporation of the State of Georgia, for value received, hereby promises to pay to the Registered Owner identified above, or to registered assigns or legal representatives, but solely from the revenues hereinafter mentioned, on the Maturity Date identified above (or earlier as hereinafter provided), the Principal Amount identified above, upon presentation and surrender hereof at the designated office of _____, _____, _____, or its successors, as Registrar and Paying Agent (the "Registrar" and "Paying Agent"), and to pay, solely from such special revenues, interest on the Principal Amount from the Dated Date, or from the most recent interest payment date to which interest has been paid, at the Interest Rate per annum identified above, until payment of the Principal Amount, or until provision for the payment thereof has been duly provided for, such interest being payable semiannually on the first day of June and the first day of December of each year, commencing on _____ 1, 20__. Interest will be calculated on the basis of a 360-day year consisting of twelve 30-day months and will be paid by check or draft mailed to the Registered Owner hereof at his address as it appears on the registration books of the Issuer maintained by the Registrar at the close of business on the fifteenth day (whether or not a Business Day) of the month next preceding the interest payment date (the "Record Date"), irrespective of any transfer or exchange of this Bond subsequent to the Record Date and prior to such interest payment date, unless the Issuer shall be in default in payment of interest due on such interest payment date. In

the event of any such default, such defaulted interest shall be payable to the person in whose name such Bond is registered at the close of business on a special record date (which date shall also be the date for the payment of such defaulted interest) as established by notice by deposit in the U.S. mails, postage prepaid, by the Issuer to the Registered Owners of Bonds not less than fifteen days preceding such special record date. Such notice shall be mailed to the persons in whose names the Bonds are registered at the close of business on the fifth day (whether or not a Business Day) preceding the date of mailing.

This Bond and the interest hereon is payable solely from and secured by a lien upon and pledge of certain revenues derived by the Issuer from the operation of Issuer's combined electric system, water system, and sewer system (collectively, the "System"), pursuant to the terms and subject to the conditions described in a resolution adopted by the Issuer on _____, 2022, [as supplemented] (the "Resolution"), and certain other funds and investment earnings thereon, all in the manner and to the extent provided in the Resolution and as more particularly described below. Reference is hereby made to the Resolution for the provisions, among others, relating to the terms, lien and security of the Bonds, the custody and application of the proceeds of the Bonds, the rights and remedies of the Registered Owners of the Bonds, the extent of and limitations on the Issuer's rights, duties and obligations, and the provisions permitting the issuance or incurrence of additional parity indebtedness (including Additional Bonds), to all of which provisions the Registered Owner hereof for himself and his successors in interest assents by acceptance of this Bond. All terms used herein in capitalized form, unless otherwise defined herein, shall have the meanings ascribed thereto in the Resolution.

[THE ISSUER HAS ESTABLISHED A BOOK ENTRY SYSTEM OF REGISTRATION FOR THIS SERIES 20__ BOND. EXCEPT AS SPECIFICALLY PROVIDED OTHERWISE IN THE HEREINAFTER DEFINED RESOLUTION, CEDE & CO., AS NOMINEE OF THE DEPOSITORY TRUST COMPANY, WILL BE THE REGISTERED OWNER AND WILL HOLD THIS SERIES 20__ BOND ON BEHALF OF EACH BENEFICIAL OWNER HEREOF. BY ACCEPTANCE OF A CONFIRMATION OF PURCHASE, DELIVERY OR TRANSFER, EACH BENEFICIAL OWNER OF THIS SERIES 20__ BOND SHALL BE DEEMED TO HAVE AGREED TO SUCH ARRANGEMENT. CEDE & CO., AS REGISTERED OWNER OF THIS SERIES 20__ BOND, WILL BE TREATED AS THE OWNER OF THIS SERIES 20__ BOND FOR ALL PURPOSES.]

This Bond shall not be deemed to constitute a general debt or a pledge of the faith and credit of the Issuer, or a debt or a pledge of the faith and credit of the State of Georgia or any political subdivision thereof within the meaning of any constitutional, legislative or charter provision or limitation, and it is expressly agreed by the Registered Owner of this Bond that such Registered Owner shall never have the right, directly or indirectly, to require or compel the exercise of the taxing power of the Issuer or any other political subdivision of the State of Georgia or taxation in any form on any real or personal property for the payment of the principal of, premium, if any, and interest on this Bond or for the payment of any other amounts provided for in the Resolution.

It is further agreed between the Issuer and the Registered Owner of this Bond that this Bond and the indebtedness evidenced hereby shall not constitute a lien upon the System, or any part thereof, or any other tangible personal property of or in the Issuer, but shall constitute a lien only on the Pledged Revenues and certain other funds and investment earnings thereon, all in the manner and to the extent provided in the Resolution. Neither the Mayor, the Board of

Commissioners, officers or officials of the Issuer, nor any person executing the Bonds shall be liable personally on the Bonds by reason of their issuance.

Under the terms of the Resolution, the Issuer may issue, under certain terms and conditions, Additional Bonds on a parity as to lien on the Pledged Revenues of the System with the Bonds.

This Bond is one of an authorized issue of Bonds in the [aggregate] principal amount of $_____, of like tenor and effect, except as to number, maturity (unless all Bonds mature on the same date) and interest rate, issued to [finance or refinance] the cost of the acquisition, construction and equipping of additions, extensions and improvements to the System, pursuant to the authority of and in full compliance with the Constitution and laws of the State of Georgia. This Bond is also subject to the terms and conditions of the Resolution.

The Bonds of this issue are subject to redemption prior to their maturity [Insert Term Bond amortization provisions]. The Bonds of this issue shall be further subject to redemption prior to their maturity at the option of the Issuer [Insert optional redemption provisions].

[Notice of such redemption shall be given in the manner required by the Resolution.]

The registration of this Bond may be transferred upon the registration books upon delivery to the designated office of the Registrar accompanied by a written instrument or instruments of transfer in form and with guaranty of signature satisfactory to the Registrar, duly executed by the owner of this Bond or by his attorney-in-fact or legal representative, containing written instructions as to the details of transfer of this Bond, along with the social security number or federal employer identification number of such transferee. In all cases of a transfer of a Bond, the Registrar shall at the earliest practical time in accordance with the provisions of the Resolution enter the transfer of ownership in the registration books and (unless uncertificated registration shall be requested and the Issuer has a registration system that will accommodate uncertificated registration) shall deliver in the name of the new transferee or transferees a new fully registered Bond or Bonds of the same maturity and of authorized denomination or denominations, for the same aggregate principal amount and payable from the same source of funds. Neither the Issuer nor the Registrar shall be required to register the transfer of any Bond during the period commencing on the fifteenth day of the month immediately preceding an interest payment date on the Bonds and ending on such interest payment date, or, in the case of any proposed redemption of Bonds, after such Bonds or any portion thereof have been selected for redemption. The Issuer and the Registrar may charge the owner of such Bond for the registration of every such transfer of a Bond an amount sufficient to reimburse them for any tax, fee or any other governmental charge required (other than by the Issuer) to be paid with respect to the registration of such transfer, and may require that such amounts be paid before any such new Bond shall be delivered.

If the date for payment of the principal of, premium, if any, or interest on this Bond is not a Business Day, then the date for such payment shall be the next succeeding Business Day, and payment on such day shall have the same force and effect as if made on the nominal date of payment.

It is hereby certified and recited that all acts, conditions and things required to exist, to happen, and to be performed precedent to and in the issuance of this Bond exist, have happened

and have been performed in regular and due form and time as required by the laws and Constitution of the State of Georgia applicable hereto, and that the issuance of the Bonds of this Series does not violate any constitutional or statutory limitation or provision.

[PROVISION FOR VARIABLE RATE BONDS]

[The form of the Current Interest Bonds may be modified as appropriate by supplemental resolution to provide for a variable interest rate calculated as provided by supplemental resolution pertaining to each Series of Bonds, provided that in no event shall the interest rate calculated in accordance with such formula or any accreted interest exceed the maximum rate permitted by law.]

[PROVISION FOR DEMAND BONDS]

[The form of the Current Interest Bonds may be modified as appropriate by supplemental resolution of the Issuer for each series of Bonds prior to the sale thereof, to provide that the holder of any such Bond may demand from the Issuer payment of principal and interest on his Bond within a specified number of calendar days after delivering notice to a remarketing or other agent for the Issuer and providing a copy of the notice and tendering the Bonds to a named tender or other agent for the Issuer.]

This Bond shall not be valid or become obligatory for any purpose or be entitled to any security or benefit under the Resolution until the Certificate of Authentication endorsed hereon shall have been signed by the Registrar.

This Bond is issued with the intent that the laws of the State of Georgia shall govern its construction.

IN WITNESS WHEREOF, the City of Griffin, Georgia, has issued this Bond and has caused the same to be signed by the Mayor and attested to and countersigned by the Secretary, either manually or with their facsimile signatures, and its corporate seal or a facsimile thereof to be affixed, impressed, imprinted, lithographed or reproduced hereon, all as of the _____ day of _____, ____.

CITY OF GRIFFIN, GEORGIA

(S E A L)

By: ____(FORM)_____
Mayor

ATTEST:

By: ____(FORM)_____
Secretary

STATE OF GEORGIA)
)
SPALDING COUNTY)

VALIDATION CERTIFICATE

I, the undersigned Clerk of the Superior Court of Spalding County, State of Georgia, keeper of the records and seal thereof, hereby certify that this Bond was validated and confirmed by judgment of the Superior Court of Spalding County, Georgia, on _____, 20__.

IN WITNESS WHEREOF, I have hereunto set my hand or caused my official signature and the seal of the Superior Court of Spalding County, Georgia, to be reproduced hereon in facsimile.

(S E A L)

_____
CLERK, SUPERIOR COURT
SPALDING COUNTY, GEORGIA

CERTIFICATE OF AUTHENTICATION

This Bond is one of the Bonds designated in and executed under the provisions of the within mentioned Resolution.

Date of Authentication: _____, 20__

_____,
As Authentication Agent

By: _____
Authorized Officer

ASSIGNMENT

FOR VALUE RECEIVED the undersigned hereby sells, assigns and transfers unto

_____

PLEASE INSERT SOCIAL SECURITY OR OTHER
IDENTIFYING NUMBER OF ASSIGNEE

_____

_____

Please print or typewrite name and address, including postal zip code of transferee.

the within Bond and all rights thereunder, and hereby irrevocably constitutes and appoints _____ Agent to transfer the within Bond on the books kept for registration thereof, with full power of substitution in the premises.

_____

Assignor

NOTICE: The signature to this Assignment must correspond with the name as it appears upon the face of the within Bond in every particular, without alteration or enlargement or any change whatever.

Date: _____, 20__

Signature Guaranteed:

_____

NOTICE: Signature(s) must be guaranteed by a member firm of the STAMP, SEMP or MSP signature guarantee medallion programs.

[END OF BOND FORM]

SECRETARY'S CERTIFICATE

Now comes the undersigned Secretary of the Board of Commissioners for the City of Griffin, Georgia, keeper of the records and seal thereof, and certifies that the foregoing is a true and correct copy of a resolution approved and adopted by the Board of Commissioners of the City of Griffin in public meeting properly and lawfully held and assembled on March 22, 2022, the original of which resolution has been entered in the official records of the City under my supervision and is in my official possession, custody and control.

I further certify that the meeting was held in conformity with the open meeting requirements of Title 50, Chapter 14 of the Official Code of Georgia.

(S E A L)

SECRETARY

AGENDA ITEM SUMMARY

ITEM SUMMARY:

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

SPECIAL CONSIDERATIONS OR CONCERNS:

N/A

STAFF RECOMMENDATION:

Staff recommends approval.

FINANCIAL IMPACT:

N/A

Submitted By:

Susan Bartholomew

Meeting Date:

26/08/2025

Reviewed By:

Jessica O'Connor

ATTACHMENTS:

25-044.pdf

No. 25- 044

A RESOLUTION

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

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

WHEREAS, on February 22, 2022, the Board appointed Felicia Trammel as one of the Assistant Open Records Officers;

WHEREAS, Felicia Trammel has resigned from her employment with the City of Griffin, including her position as Assistant Open Records Officer, and the Board desires to appoint an Assistant Open Records Officer for the City that works within the City of Griffin Police Department;

NOW THEREFORE, BE IT RESOLVED AND IT IS ESTABLISHED THAT: Felicia Trammel's resignation as Assistant Open Records Officer is hereby accepted, effective July 29, 2025, and Ashlee Hurst is hereby appointed as Assistant Open Records Officer, effective immediately; the appointment of Susan Bartholomew as Assistant Open Records Officer and the appointment of Jessica O'Connor as Open Records Officer are not affected by adoption of this Resolution.

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

2. Notice of this designation shall be prominently posted on the City's website.

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

30223; or electronically through the City of Griffin's website at www.cityofgriffin.com. The enforcement provisions of O.C.G.A. §§ 50-18-73 and 74 shall be available only to enforce non-compliance when a written request is made consistent with this section and shall not be available when the request is made orally.

4. Forms for making written Open Records requests shall be available at One Griffin Center, 100 S. Hill Street, 3rd Floor.

SO RESOLVED, this 26th day of August, 2025.

_____

Douglas S. Hollberg, Mayor

ATTEST:

_____

Jessica O'Connor, Secretary

AGENDA ITEM SUMMARY

ITEM SUMMARY:

Consider a claim for personal injury to Martha West, based upon Ante Litem Notice from Morgan & Morgan, dated July 29, 2025. *City Attorney Drew Whalen will address.*

SPECIAL CONSIDERATIONS OR CONCERNS:

In the notice, claimant alleges she suffered personal injury on June 2, 2025 at approximately 6:00 p.m. while walking on the sidewalk in the vicinity of 723 Tee Box Drive, due to uneven paving. The location given is a street in Sun City Peachtree, in unincorporated Spalding County, and is not in the City of Griffin. This claim did not occur within the City of Griffin or have any apparent relationship to the City.

STAFF RECOMMENDATION:

Staff recommends denial.

FINANCIAL IMPACT:

The City of Griffin is a member of the Georgia Interlocal Risk Management Agency ("GIRMA"), which investigates and adjusts legal liabilities for its Members, their officers, employees and agents. If legal liability is found, GIRMA provides coverage up to $2,000,000 per claim; subject to a $25,000 per claim deductible.

Submitted By:
Andrew Whalen

Meeting Date:
26/08/2025

Reviewed By:
Jessica O'Connor

ATTACHMENTS:
ALN West 080525.pdf

MORGAN & MORGAN

July 29, 2025

RECEIVED
AUG 05 2025
BY: SB

CERTIFIED MAIL – RETURN RECEIPT REQUESTED

18111067

City of Griffin
ATTN: Office of the Mayor
Mayor Douglas S. Hollberg
One Griffin Center
100 S Hill Street
Griffin, Georgia 30223

Jessica O'Connor
ATTN: Office of the City Manager
One Griffin Center
100 S Hill Street
Griffin, Georgia 30223

Department of Public Works
ATTN: Office of the Director
One Griffin Center
100 S Hill Street
Griffin, Georgia 30223

Re: **Ante Litem Notice of Tort Claim**

Our Client(s):	Martha West
Date of Incident:	June 2, 2025
Your Claim No:	Unknown

Dear Mayor Hollberg:

Within six (6) months of the date described above, this Notice is being sent pursuant to the requirements of O.C.G.A. § 36-33-5 to provide you with a thirty (30) day opportunity for adjustment of a tort claim against the City as a result of the following incident:

(a) **Name of the City Government entity involved**:
A. City of Griffin
B. Department of Public Works

(b) **Time**:
Approximately 6:00 p.m. on June 2, 2025.

(c) **Place**:
The incident took place on the sidewalk located along 723 Tee Box Drive to 731 Tee Box Drive, Griffin, Georgia, 30223.

(d) **Nature of Loss Suffered**:
Martha West sustained injuries to her person. Those injuries include her right knee and right leg. Treatment is ongoing and further information will be supplemented when available.

(e) **Amount of Loss Claimed**:
To the extent required by applicable law, this notice specifies that upon the basis of the information provided to date, Mrs. West demands monetary damages in the amount of one million dollars ($1,000,000) in order to resolve and extinguish all of her claims against the City of Griffin for this incident. Pursuant to O.C.G.A. §36-33-5, this amount constitutes a clear, definite, and unequivocal offer of compromise. Pursuant to O.C.G.A. §36-33-5(c), we request that the City of Griffin consider and act upon this claim within thirty (30) days from presentation if the City desires to resolve the claim outside of litigation. The amount of monetary damages set forth in this claim will not be binding on Mrs. West in the event the state fails to pay this claim. Please also take notice pursuant to O.C.G.A. §51-12-14 (otherwise known as the Georgia Unliquidated Damages Interest Act) that Mrs. West is availing herself of the right to claim prejudgment interest in the amount specified in the demand set forth herein. Therefore, in the event that the claim is not resolved as requested herein, that from the thirtieth (30th) day from the mailing of this demand until the date of judgment, if upon trial of the case the judgment in favor of Mrs. West is for an amount equal to or greater than the sum demanded by Mrs. West from the City of Griffin. Plaintiff shall be entitled to receive prejudgment interest at the legal rate prescribed by the Georgia Unliquidated Damages Interest Act.

(f) **Acts or omissions which caused the loss**:
On June 2, 2025, Mrs. West was walking down the sidewalk when she tripped due to uneven pavement causing her to fall and sustain injuries.

No action to make a civil recovery for these claims will be commenced except upon the expiration of thirty days (30) following receipt of this notice, or the City's denial of the claim, whichever occurs first.

The information supplied herein is provided for the purposes of allowing you to conduct an investigation of the alleged incident and determine if the claim should be settled without litigation. Should you require additional information for that determination, please contact my Case Manager Lead, Katherine Robertson at katherine.robertson@forthepeople.com or (770) 576-7630.

Sincerely,

|s| Michael Woodard

Michael Woodard

MW/kr
cc: Martha West

USPS CERTIFIED MAIL



9214 8902 7509 1014 2131 52

Morgan & Morgan P.A.
P.O. Box: 530244
Atlanta, GA30353-0244

196803
1 of 4

City of Griffin
100 S Hill Street
Griffin, GA 30223

AGENDA ITEM SUMMARY

ITEM SUMMARY:

Consider a claim for Malicious Prosecution and violation of civil rights of Darrell L. Clevenger, Jr., based upon Ante Litem Notice, dated July 31, 2025. *City Attorney Drew Whalen will address.*

SPECIAL CONSIDERATIONS OR CONCERNS:

Claimant, who at the time was a Clayton County Police Officer, alleges that on September 16, 2023 he was arrested on a State Warrant sworn out by Officer Michael Towns of the Griffin Police Department for the offense of Burglary of the rental storage unit at USA Rent-a-Space, Bowling Lane, Griffin, GA, leased to Randle Heath. Allegedly approximately $2,000 worth of contents were stolen. Video caught 2 White males walking past the unit several times, with the younger male entering the unit and removing property. The Manager identified the 2 males as Darrell Lee Clevenger, Sr. and Darrell Lee Clevenger, Jr. Darrell Sr.'s wife, Kimberly Clevenger, leases a nearby unit in the same building. Darrell Jr. was observed on the video removing items from the storage unit. Charges against Darrell Jr. were terminated on April 1, 2025 without further prosecution. Disposition of charges against Darrell Sr. are unknown at this time. This claim has already been submitted to GIRMA for investigation. It has beer assigned to outside counsel who has been in contact with Claimant's attorneys.

STAFF RECOMMENDATION:

Staff recommends denial.

FINANCIAL IMPACT:

The City of Griffin is a member of the Georgia Interlocal Risk Management Agency ("GIRMA"), which investigates and adjusts legal liabilities for its Members, their officers, employees and agents. If legal liability is found, GIRMA provides coverage up to $2,000,000 per claim; subject to a $25,000 per claim deductible.

Submitted By:
Andrew Whalen

Meeting Date:
26/08/2025

Reviewed By:
Jessica O'Connor

ATTACHMENTS:
ALN Clevenger 080525.pdf

Jonathan P. Sexton
jsexton@sextonweldon.com
Jacob A. Weldon
jacob@sextonweldon.com
Jackie Cortez Avila
jackie@sextonweldon.com

SEXTON WELDON
LAW FIRM

124 Atlanta Street
McDonough, GA 30253
Telephone: (770) 474-9335
Facsimile: (866) 529-0828
www.sextonweldon.com

RECEIVED
AUG 05 2025
BY:

July 31, 2025

VIA CERTIFIED MAIL [9414711105495800347690]
RETURN RECEIPT REQUESTED
City of Griffin
One Griffin Center
100 South Hill Street
Griffin, GA 30223

VIA CERTIFIED MAIL [9414711105495800379059]
RETURN RECEIPT REQUESTED
Jessica O'Connor, Griffin City Manager
One Griffin Center
100 South Hill Street
Griffin, GA 30223

VIA CERTIFIED MAIL [9414711105495800375204]
RETURN RECEIPT REQUESTED
Mayor Douglas Hollberg
One Griffin Center
100 South Hill Street
Griffin, GA 30223

VIA CERTIFIED MAIL [9414711105495800375549]
RETURN RECEIPT REQUESTED
City of Griffin
c/o Andrew Whalen, Esq.
One Griffin Center
100 South Hill Street, Suite 524
Griffin, GA 30223

VIA CERTIFIED MAIL [9414711105495800378533]
RETURN RECEIPT REQUESTED
City of Griffin Commissioners
Attn: Cynthia Ward, Rose Curtis,
Holly Murray, Charles Wright,
Truman Tinsley III, and Rodney McCord
One Griffin Center
100 South Hill Street
Griffin, GA 30223

VIA EMAIL ONLY (skelly@fulcherlaw.com)
Scott W. Kelly, Esq.
Fulcher Hagler LLP
1 10th Street Suite 700
Augusta, GA 30903-1477

Re: ***Ante Litem Notice of Claim pursuant to O.C.G.A. § 36-33-5***
My Client: ***Darrell L. Clevenger, Jr.***
Claim: ***Malicious Prosecution***

ANTE-LITEM NOTICE

Dear Sir/Madam,

Pursuant to O.C.G.A. § 36-33-5, this letter provides notice of claim against the City of Griffin. Sexton Weldon Law Firm has been retained by Darrell Clevenger to represent him for

malicious prosecution and other federal causes of action arising from an actions which occurred in Spalding County, Georgia.

This correspondence is being sent pursuant to O.C.G.A. § 36-33-5 to put you on notice of a claim against the City of Griffin and its Police Department. Pursuant to statute, you are provided with the following information:

A) The date of the transaction or occurrence that gives rise to this claim is 1 April 2025. See O.C.G.A. § 51-7-41[1].

B) The name of the municipal corporation, the acts or omissions of which are asserted as the basis of this claim, is the City of Griffin ("City") by and through its Police Department and employee, Officer Michael Towns.

C) On or about 16 September 2023, Officer Towns of the City of Griffin, Police Department negligently took out a warrant for Darrell Lee Clevenger, date of birth, 2 May 1998, and swore in an affidavit that Mr. Clevenger had committed the offense of burglary in the second degree, alleging "Said accused did enter into a storage unit not owned or leased by him in order to steal approximately 2k worth of shoes and clothing owned by the victim HEATH, RANDAL", when he lacked probable cause to do so.

D) On 7 November 2023, Officer Darrell Lee Clevenger, Jr. of the Clayton County Police Department was booked into the Spalding County Jail. Mr. Clevenger had to post a $4,000 bond.

E) The extent and nature of Mr. Clevenger's injury includes loss of freedom, violation of his civil rights, loss of income, in addition to the embarrassment, anxiety, stress, costs, and expenses associated with obtaining bond and fighting the felony criminal charges against him. As a Clayton County Police Department officer, Mr. Clevenger's warrant and arrest were known to his associates and superiors at his place of work.

F) The nature of Mr. Clevenger's claims against the City include state law tort claims for malicious prosecution, which accrued when the charges against Mr. Clevenger were terminated on April 1, 2025. Additionally, Mr. Clevenger has federal causes of action for violations of Mr. Clevenger's Fourth Amendment right to be free from unreasonable searches and seizures, false imprisonment, and violation of his Eighth Amendment protection from cruel and unusual punishment.

G) The amount of the loss claimed and demand for settlement is the specific and definite amount of $1,000,000.00.

[1] The criminal prosecution forming the basis for an action for malicious prosecution must be ended before the right of action for malicious prosecution accrues.

This notice is sent in an effort to preserve all of Mr. Clevenger's rights and claims against **the City of Griffin, Griffin Police Department, and Officer Michael Towns**. We look forward to receiving a prompt response and welcome the opportunity to resolve this matter without resorting to litigation.

Thank you for your anticipated cooperation.

Very respectfully,

Jacob A. Weldon

JAW/bp

AGENDA ITEM SUMMARY

ITEM SUMMARY:

Consider authorizing travel for Commissioner Rose Curtis to attend the 2025 GMA 2-day Fall Training on September 9-10, 2025 at LaGrange, GA.

SPECIAL CONSIDERATIONS OR CONCERNS:

N/A

STAFF RECOMMENDATION:

N/A

FINANCIAL IMPACT:

This will be accommodated in budgeted travel for Commissioners 101-1110-52-3500 in FY 26.

Submitted By:
Susan Bartholomew

Meeting Date:
26/08/2025

Reviewed By:
Jessica O'Connor

ATTACHMENTS:
GMA Fall.pdf

Sign in

Share this page

2025 2-Day Fall Training Event



GMA is holding a two day Fall Training Event at Great Wolf Lodge in LaGrange on September 9-10, 2025. There will be three six-hour classes on Tuesday, September 9 and three six-hour classes on Wednesday, September 10.
GMA is holding a two day Fall Training Event at Great Wolf Lodge in LaGrange on September 9-10, 2025. The event will feature three six-hour classes on Tuesday, September 9 and three six-hour classes on Wednesday September 10. Each class is scheduled to begin at 8:30 a.m. and conclude at 3:30 p.m. At least one class must be selected to complete registration.

The Tuesday, September 9, 2025 classes are:

- Municipal Long-Term Budgeting
- Public Presentations and Meet the Media
- Public Problems, Democratic Decisions - The Governing Role of Mayors and Councilmembers*+

The Wednesday, September 10, 2025 classes are:

- Harmony in Leadership: Nurturing Kindness, Civility and Transformational Influence*
- Municipal Finance II*
- Planning and Zoning*

*This class is on the required list. +This class is an advanced leadership class.

Lodging: GMA has reserved a room block at the Great Wolf Lodge for the nights of September 8-9 for $99 per night plus taxes and fees. To book at the Great Wolf Lodge, please call 844-473-9653 using block code GMAF2509**. Please book by September 4 to secure the block rate. Hotel cancellations must be canceled with the hotel directly at least 72 hours prior to check-in.**

Cancellation Policy: Registration cancellations after August 1 will incur a $50 per class cancellation fee. Registration cancellations as of August 20 will NOT be refunded.

Please be mindful of the Harold F. Holtz Municipal Training Institute attendance policy: To receive training credit, a participant must attend the entire class. For six-hour classes, anyone arriving more than 30 minutes after the class begins, leaving class repeatedly, or leaving the class early will not receive credit. Class completion forms must be signed by the participant and the instructor and provided to the instructor at the end of the class. Class instructors will not sign class completion forms in the event the attendance criteria cited herein are not met by the participant.

GMA strives to accommodate all guest needs at GMA-hosted events, but we cannot guarantee that food available at GMA-hosted events is completely free from allergens. If you have food allergies, please take necessary precautions, as attending means you accept responsibility for any potential reactions. While we do our best, we are unable to assume liability for food-related concerns. GMA has no control over food provided at events it does not host, even when such events take place in conjunction with or in the same venue as GMA-hosted events. You should reach out directly to the host of such events to discuss any food restrictions.

When 9/9/2025 8:30 AM - 9/10/2025 3:30 PM
Eastern Daylight Time

Where Great Wolf Lodge
150 Tom Hall Pkwy.
LaGrange 30240

Registration

Sign in or create an account to register

Last day to register is 9/5/2025

Event Contact
Ms. Aileen L. Harris - Phone: (678) 686-6293

Program

Select programs by Day

Tuesday, 09 September 2025

AGENDA ITEM SUMMARY

ITEM SUMMARY:

Consider cancellation of the City of Griffin Board of Commissioners' September 9, 2025 Regular meeting due to Commissioners' attendance at the GMA Fall Training on September 8-10, 2025 in LaGrange, GA.

SPECIAL CONSIDERATIONS OR CONCERNS:

There will not be a quorum for the meeting.

STAFF RECOMMENDATION:

Staff recommends approval.

FINANCIAL IMPACT:

N/A

Submitted By:

Susan Bartholomew

Meeting Date:

26/08/2025

Reviewed By:

Jessica O'Connor