AGENDA
Regular Scheduled Meeting
CITY OF GRIFFIN BOARD OF COMMISSIONERS
December 9, 2025
W. ELMER GEORGE MUNICIPAL HALL
6:00 PM

Present:

Call to order by Mayor Hollberg

Pledge of Allegiance

Invocation

Approval of Agenda

PRESENTATIONS AND DELEGATIONS

1. Recognize Zack Zachery, Maintenance Tech in the Streets Division of the Public Works Department, as the November 2025 Strongest Link in the Chain award recipient. *Director of Planning and Development, Michelle Haynes, will address.*

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

CITIZEN COMMENTS

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

PUBLIC HEARINGS

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

3. Receive comments regarding a request for a variance from the minimum lot area, minimum street frontage, minimum lot width, minimum floor area per dwelling unit, and minimum front and side setback requirements for property located at 323 North 4th Street. *Director of Planning and Development, Michelle Haynes, will address.*

CONSENT AGENDA

4. Consider a contract with Accelecom to renew services for a 1 GBPS Ethernet circuit to the Dr. Brant D. Keller Water Treatment Plant and Reservoir for 12 months with two one-year renewal options for a monthly service charge of $1,995.00. *Chief Technology Officer, Gibb Cotton, will address.*

5. Consider, on second reading, amendments to Chapter 90, Traffic and Vehicles, Article 1, adding Section 90-10, Engine Braking, to prohibit the use of compression or engine brakes within the City limits except in case of emergency. *Staff Attorney, Kelsey Carden, will address.*

REGULAR AGENDA

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

6. Consider a request for a variance from the minimum lot area, minimum street frontage, minimum lot width, minimum floor area per dwelling unit, and minimum front and side setback requirements for property located at 323 North 4th Street. *Director of Planning and Development, Michelle Haynes, will address.*

7. Consider the minutes of the City of Griffin Board of Commissioners' Workshop meeting on November 25, 2025.

8. Consider the minutes of the City of Griffin Board of Commissioners' Regular Meeting on November 25, 2025.

9. Consider a Purchase Order with Carahsoft Technology Corp., pursuant to Statewide Contract, of OpenGov Software for permitting, case management, licensing, and administrative forms and professional services implementation in the amount of $99,576.76 for FY26, and amend the budget accordingly. *Planning and Development Director, Michelle Haynes, will address.*

10. Consider a Task Order Form to the Master Services Agreement with LJA Engineering, Inc. for City of Griffin Solid Waste Department in the amount of $45,400.00 for the completion of a Comprehensive Solid Waste Management plan. *Director of Solid Waste, Todd Ennis, will address.*

11. Consider a professional services agreement with LJA Engineering, Inc., best responsive bidder, for the 2026 Community Development Block Grant Employee Incentive Program, preliminary engineering report, design engineering, and construction observation services in the amount of $47,400.00. *Director of Water and Wastewater, Brandon Lewis, will address.*

12. Consider an agreement with Allen-Smith Consulting, best responsive bidder, in the amount of $15,000.00 to perform grant writing services for the FY 2026 Community Development Block Grant Employee Incentive Program for the City of Griffin. *Director of Water and Wastewater, Brandon Lewis, will address.*

13. Consider, on first reading, amending the Code of Griffin, Georgia at Chapter 22, BUILDINGS AND BUILDING REGULATIONS, Article II, CONSTRUCTION STANDARDS, at Sec. 22-31, STATE MINIMUM CONSTRUCTION CODES, to conform to changes in the mandatory construction codes and state amendments thereto, approved by the Board of the Georgia Department of Community Affairs, to be effective January 1, 2026. *City Attorney Drew Whalen will address.*

14. Consider a claim on behalf of Robert and Karol Sullins for property damage to their real property located at 1133 Pine Valley Road, Griffin, Georgia, based upon Ante Litem Notice, received November 17, 2025, from attorney George Lott, Evans Bowers Attorneys. *City Attorney, Drew Whalen, will address.*

15. Consider a Resolution adopting the proposed changes to the Personnel Policy to be effective on January 1, 2026. *City Manager, Jessica O'Connor, will will address.*

16. Consider, on first reading, amendments to the Environmental Council ordinance, Code of Griffin, Chapter 42, *Environment*, Section 42-3, *Environmental Council; Organization*. *City Manager, Jessica O'Connor, will address.*

17. Consider a resolution adopting revisions to certain City of Griffin organizational charts and the corresponding pay scale. *City Manager, Jessica O'Connor, will address.*

CITY MANAGER'S REPORT

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

CITY ATTORNEY COMMENTS

CITY COMMISSIONER COMMENTS

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

ADJOURN

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

AGENDA ITEM SUMMARY

ITEM SUMMARY:

Recognize Zack Zachery, Maintenance Tech in the Streets Division of the Public Works Department, as the November 2025 Strongest Link in the Chain award recipient. *Director of Planning and Development, Michelle Haynes, will address.*

SPECIAL CONSIDERATIONS OR CONCERNS:

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

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

STAFF RECOMMENDATION:

N/A

FINANCIAL IMPACT:

N/A

Submitted By:
Stephanie Woods

Meeting Date:
09/12/2025

Reviewed By:
Jessica O'Connor

ATTACHMENTS:
Zack Zachery - Nov 2025 Strongest Link Nomination.pdf

Strongest Link in the Chain (Individual) Nomination Form

Nominee Name: Zack Zachery_____Department: Public Works_____

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

Nominee Department Director Approval for submission Michelle Haynes Date: 11-21-25

Your (Nominator) Name: Michelle Haynes_____Department: Planning and Dev.__

Submission Date to HR_____

Is this monthly nomination? Yes No If yes, which month: November_____

Is this an annual nomination? Yes No If yes, which year_____

Reason for the Nomination

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

I had the opportunity to work with Zack while he was on light duty. One of the 2025 annual goals for Planning and Development is to complete a housing survey. With over 10,000 residential structures to survey, even with help from the Fire Department, P & D was struggling to meet this goal by the end of the year. Then Zack showed up one morning willing to jump right in alongside Code Enforcement and help survey houses. And boy, he hit the ground running. In the very limited time he was in P & D, he surveyed hundreds of houses all over the city. He came in every morning with a smile, and he was still smiling every afternoon when he dropped the equipment back at the office. He took great care of the city vehicle and all of the equipment he used. He truly is a joy to be around. He knew this goal was important to my team and he did not hesitate to help. Because of Zack's assistance, P & D will complete the survey by the end of year. Unfortunately for me, his time in my department has ended. However, the impression he made still lingers in Planning and Development. The purpose of the Strongest Link in the Chain award is to provide recognition of a staff member who demonstrates 1. A positive attitude toward work responsibilities, co-workers, and customers, and serves as a role model for others, 2. Commitment to quantity and quality in carrying out job responsibilities, thereby being an asset to the City of Griffin, and 3. A willingness to exercise leadership, demonstrate initiative, and accept and carry out additional responsibilities beyond regular job assignments for the good of the City as a whole. That is Zack Zachery. Because of his character, work ethic, and initiative, Zack deserves to be recognized as the Strongest Link in the Chain.

AGENDA ITEM SUMMARY

ITEM SUMMARY:

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

SPECIAL CONSIDERATIONS OR CONCERNS:

N/A

STAFF RECOMMENDATION:

N/A

FINANCIAL IMPACT:

N/A

Submitted By:

Deborah Gilbert

Meeting Date:

09/12/2025

Reviewed By:

Jessica O'Connor

ATTACHMENTS:

Cash Balance 10.31.2025.pdf

Interim Statements by Fund_10.31.2025.pdf

LOST 10.31.2025.pdf

TSPLOST 10.31.2025.pdf

Budget to Actual Update.docx

	6/30/2025	10/31/2025		
	ALL FUNDS	**OPERATING**	**RESTRICTED**	**RESERVED**
CASH AND CASH EQUIVALENTS				
Cash				
101-General Fund	$9,147,521.52	$7,348,503.39	$478,062.06	
210-Confiscated Assets Fund	222,011.29		219,878.76	
234-ARPA American Rescue Plan Act	2,271,795.67		1,878,305.98	
251-Multiple Grant Fund	131,911.15		131,929.69	
253-Neighborhood Stabilization Program	210,550.03		210,550.03	
255-Neighborhood Stabilization Program NSP3	151,868.23		151,868.23	
270-Tax Incentive Program (TIP)	24,011.24		24,011.24	
271-Tax Allocation District (TAD #1)	1,080,207.80		1,113,688.93	
272-Tax Allocation District (TAD #2)	3,049,668.23		3,059,950.12	
282-Court Technology Fund	174,673.56		180,094.50	
283-Police Donations Fund	8,479.48		8,479.48	
321-SPLOST Fund 2016	4,034,552.89		3,780,940.03	
335-T-SPLOST Fund 2022	13,719,447.74		12,359,521.33	
360-Urban Redevelopment Agency Fund	2,554,157.28		1,902,576.76	
505-Water/Wastewater Utility Fund	4,153,906.52	4,360,860.66		
510-Electric Utility Fund	4,116,931.37	3,662,230.04	184,059.17	
540-Solid Waste Fund	1,274,537.35	910,633.62		648,911.60
550-Airport Fund	1,017,150.35	11,221,752.60	838.98	
560-Stormwater Utility Fund	574,664.63	352,086.58		
570-Telecommunications Fund	261,701.28	280,118.78		
591-Golf Course Fund	2,508,882.97	2,954,505.78		
601-Internal Service Fund - Motor Pool Fund	1,867,625.66	1,937,952.49		
610-Internal Service Fund - Payroll	1,096,553.13	997,149.95	997,149.95	
611-ISF-Employee Benefits Fund	1,292,762.95	1,616,841.01		
745-Municipal Court Fund	434,771.76		481,890.64	
771-OPEB Fund	39,412.59		39,412.59	
791-Cemetery Trust Fund	1,253,814.66		1,259,474.66	
792-Mausoleum Trust Fund	315,501.25		315,501.25	
952-Main Street Fund	217,409.23		162,381.75	
953-Downtown Development Fund	106,379.60		95,317.98	
Total Cash	57,312,861.41	35,642,634.90	29,035,884.11	648,911.60
Investments				
101-General Fund	33,948,510.77	34,669,032.78		715,587.19
505-Water/Wastewater Utility Fund	5,208,224.86		6,409,262.65	
510-Electric Utility Fund	53,797,678.66	428,273.92	4,634,386.70	53,066,174.97
540-Solid Waste Fund	747,691.22	107,951.17	647,299.40	
591-Golf Course Fund	97,008.77	97,008.77		
771-OPEB Fund	2,459,749.00		2,459,749.00	
791-Cemetery Trust Fund	5,026,191.45		5,375,767.53	
792-Mausoleum Trust Fund	536,648.62		548,601.86	
793-Light Water Sewer (LWS) Emergency Trust Fund	1,133,190.33		1,151,971.03	
Total Investments	102,954,893.68	35,302,266.64	21,227,038.17	53,781,762.16
Total Cash and Investments	**$160,267,755.09**	**$70,944,901.54**	**$50,262,922.28**	**$54,430,673.76**

INTERIM STATEMENTS by Fund

All Funds: City-Wide

For the Four Months Ending Friday, October 31, 2025

	FISCAL YEAR 2026			Variance with Amended Budget		PRIOR FYTD	
	Actual		Amended			10/31/2024	6/30/2025
	MTD	FYTD	Budget	$ Over / (Under)	%	Actual	Actual
OPERATING REVENUE							
TAXES							
Real property - current year	$5,929	$47,991	$5,595,000	($5,547,009)	0.86%	$23,078	$5,751,553
Public utility			20,480	(20,480)			24,758
Real property - prior year	31,416	80,726	140,000	(59,274)	57.66%	67,667	167,064
Motor vehicle	1,685	6,292	20,000	(13,708)	31.46%	7,092	20,739
Intangible	9,071	11,907	48,000	(36,093)	24.81%	12,520	55,870
Railroad equipment	6	6	8,500	(8,494)	0.07%	8,506	8,522
Real estate transfer (intangible)	6,607	8,417	18,700	(10,283)	45.01%	5,500	25,308
Total Taxes	54,714	155,339	5,850,680	5,695,341	2.66%	124,363	6,053,814
Motor vehicle title ad valorem tax fee	59,316	235,226	705,000	(469,774)	33.37%	242,853	737,366
Alternative ad valorem tax (AAVT)							3,500
Franchise taxes:							
Electric			60,000	(60,000)			54,634
Gas	52,984	52,984	192,000	(139,016)	27.60%	48,333	207,285
Television cable	32,535	32,535	148,000	(115,465)	21.98%		144,932
Telephone	1,290	4,854	8,000	(3,146)	60.68%	592	20,374
Payment In Lieu of Tax GHA		3,506	20,950	(17,444)	16.74%		13,759
Video	2,674	2,674	14,000	(11,326)	19.10%		11,559
Total Franchise taxes	89,483	96,553	442,950	(346,397)	21.80%	48,925	452,543
Total Taxes and Franchise taxes	203,513	487,118	6,998,630	6,511,512	6.96%	416,141	7,247,223
Local option sales and use taxes	489,043	2,012,143	5,650,000	(3,637,857)	35.61%	1,855,307	5,686,592
Hotel/Motel	17,954	76,193	170,000	(93,807)	44.82%	45,278	151,714
Alcoholic beverage excise	50,547	146,693	645,000	(498,307)	22.74%	156,182	603,307
Other		(4,525)		(4,525)			
Total selective sales and use taxes	68,501	218,361	815,000	(596,639)	26.79%	201,460	755,021
Business taxes:							
Business and occupation taxes	103,805	110,280	470,000	(359,720)	23.46%	116,271	465,738
Insurance premium taxes	2,554,486	2,554,486	2,350,000	204,486	108.70%	2,242,656	2,242,656
Financial institutions taxes			135,000	(135,000)			132,179
Total business taxes	2,658,291	2,664,766	2,955,000	(290,234)	90.18%	2,358,927	2,840,573
Penalties and interest on deliquent taxes							
Real	16,162	38,648	60,000	(21,352)	64.41%	19,869	85,346
Business	16	76	3,500	(3,424)	2.17%	192	2,894
Total penalties and interest on deliquent taxes	16,178	38,724	63,500	(24,776)	60.98%	20,061	88,240
TOTAL TAXES	**3,435,526**	**5,421,112**	**16,482,130**	**(11,061,018)**	**32.89%**	**4,851,896**	**16,617,649**
LICENSE AND PERMITS							
Business licenses:							
Alcoholic beverages:							
Alcoholic Beverage License	118,300	132,100	216,000	(83,900)	61.16%		
Beer						7,250	59,325
Wine						7,250	60,225
Liquor						3,000	99,400
Total alcoholic beverage licenses	118,300	132,100	216,000	(83,900)	61.16%	17,500	218,950
General business licenses:							
Insurance		300	35,000	(34,700)	0.86%	375	31,163
Mobile food vendor permits		25	200	(175)	12.50%	25	125
Media production fees		300		300			900
Total general business licenses		625	35,200	(34,575)	1.78%	400	32,188
Total Business licenses	118,300	132,725	251,200	(118,475)	52.84%	17,900	251,138
Non-business licenses and permits:							
Building and signs:							
Zoning and land use permits	550	2,450	7,000	(4,550)	35.00%	1,900	6,450

	FISCAL YEAR 2026			Variance with Amended Budget		PRIOR FYTD	
	Actual		Amended			10/31/2024	6/30/2025
	MTD	FYTD	Budget	$ Over / (Under)	%	Actual	Actual
House moving permit		50		50			
Sign permits	1,585	4,350	14,000	(9,650)	31.07%	4,135	14,985
Other permits		450	2,000	(1,550)	22.50%	2,900	3,500
Catering	450	750	1,500	(750)	50.00%	325	1,525
Total building and sign permits	2,585	8,050	24,500	(16,450)	32.86%	9,260	26,460
Regulatory fees (permits):							
Building structures and equipment permits:							
Protective	6,100	25,050	50,000	(24,950)	50.10%	16,600	55,850
Building	110,710	497,401	285,000	212,401	174.53%	54,541	401,577
Plumbing	400	2,363	8,000	(5,637)	29.54%	2,821	6,583
Electrical	9,050	23,000	35,000	(12,000)	65.71%	14,686	38,386
Gas		100	1,000	(900)	10.00%	280	980
Mechanical		1,500	8,000	(6,500)	18.75%	2,289	8,139
Total building structures and equipment permits	126,260	549,414	387,000	(162,414)	141.97%	91,217	511,515
Total non-business licenses and permits	128,845	557,464	411,500	145,964	135.47%	100,477	537,975
Penalties and interest on deliquent licenses and permits							
Interest on business licenses	15	160		160		382	1,203
Total penalties and interest on deliquent licenses and permits	15	160		160		382	1,203
TOTAL LICENSES AND PERMITS	**247,160**	**690,349**	**662,700**	**27,649**	**104.17%**	**118,759**	**790,316**
CHARGES FOR SERVICES							
General government:							
Fees - plan reviews		2,600	60,000	(57,400)	4.33%	14,806	18,956
Fees - demolition recovery	18,238	19,989		19,989		26,298	135,457
Fees - zoning applications	500	2,450	4,500	(2,050)	54.44%	1,000	5,775
Information technology fees	300	1,200		1,200		1,200	3,600
Indirect cost allocation	718,384	2,873,535	8,678,529	(5,804,994)	33.11%	2,449,129	7,347,388
GIS cost allocation	39,593	158,374	475,121	(316,747)	33.33%	136,626	409,877
Motor pool charges	74,920	361,065	1,383,050	(1,021,985)	26.11%	415,145	1,117,603
Publication Sales		80		80		80	160
Business occupation tax admin fee	12,100	14,950	80,000	(65,050)	18.69%	14,900	77,900
Total general government	864,035	3,434,243	10,681,200	7,246,957	32.15%	3,059,184	9,116,716
Public safety - fire inspections	600	2,645	6,000	(3,355)	44.08%	1,650	8,993
Public safety - prisoner housing fees	5,293	19,614	70,000	(50,386)	28.02%	24,924	64,391
Utilities / enterprise charges and fees							
Fees - Collection - Residential	260,852	1,034,775	2,981,462	(1,946,687)	34.71%	771,444	2,984,299
Fees - Collection - Commercial	116,654	467,310	1,325,000	(857,690)	35.27%	352,665	1,344,644
Fees - Transfer Station	194,944	775,339	1,945,000	(1,169,661)	39.86%	644,986	2,065,934
Fees - Special Handling	2,230	8,285	20,000	(11,715)	41.43%	6,160	21,163
Fees - Rolloff Containers	100,922	328,395	800,000	(471,605)	41.05%	226,800	705,350
Fees - Yard Waste Disposal	77,964	310,401	947,000	(636,599)	32.78%	231,908	895,956
Fees - Yard Waste Special Handling		(7)		(7)		(11)	(55)
Sale of Recycled Materials	4,553	19,313	5,000	14,313	386.26%	10,498	51,583
Permit Fees - Commercial Hauler	100	800	4,000	(3,200)	20.00%	900	3,100
Fees - Landfill Use	234,488	897,931	2,563,000	(1,665,069)	35.03%	969,265	2,598,233
Recycling Fees Sort Line			150,000	(150,000)			
Water Institutional			215,000	(215,000)		87,216	247,083
Fees - Water Industrial	27,924	115,992	316,000	(200,008)	36.71%	98,015	318,091
Fees - Water Residential	377,223	1,526,229	4,580,000	(3,053,771)	33.32%	1,183,560	4,434,579
Fees - Water Commercial	162,517	650,749	1,435,000	(784,251)	45.35%	336,097	1,421,796

	FISCAL YEAR 2026			Variance with Amended Budget		PRIOR FYTD	
	Actual		Amended			10/31/2024	6/30/2025
	MTD	FYTD	Budget	$ Over / (Under)	%	Actual	Actual
Pass-Thru Water Spalding County	(451,586)	(1,423,092)	(5,521,000)	4,097,908	25.78%	(1,609,166)	(6,481,897)
Fees - Fire Hydrant Water		4,821	40,000	(35,179)	12.05%	20,400	44,444
Fees - Water Lock Cut	400	1,525	1,500	25	101.67%	950	2,000
Bulk Water - Spalding County	1,010,198	4,000,969	11,835,000	(7,834,031)	33.81%	3,071,255	10,927,417
Bulk Water - Williamson	9,957	34,335	100,000	(65,665)	34.34%	42,987	90,307
Bulk Water - Zebulon	38,647	140,049	506,000	(365,951)	27.68%	148,479	482,895
Bulk Water - Butts County	2,887	11,883	43,000	(31,117)	27.63%	10,554	34,343
Bulk Water - Coweta County	513,000	2,069,100	6,248,800	(4,179,700)	33.11%	1,845,750	6,251,405
Bulk Water - Barnesville		17		17		15	44
Bulk Water - City of Concord	5	2,736	2,500	236	109.44%	1,705	6,354
Bulk Water - Pike Co Water & Sewerage Authority		2,037	10,000	(7,963)	20.37%		2,243
Bulk Water - Hampton	1,000	13,000		13,000			
Fees - Water Tap							2,220
Fees - Water Irrigation	14,244	57,021	450,000	(392,979)	12.67%	170,383	368,708
Fees - Meter Install		6,080	28,560	(22,480)	21.29%	10,380	43,251
Fees - Commercial Broken Pipe	734	2,941		2,941		1,125	7,359
Sewer Flat - Industrial	28,428	115,160	363,000	(247,840)	31.72%	109,305	333,381
Sewer Flat - Residential	513,003	2,066,928	6,301,000	(4,234,072)	32.80%	1,617,464	6,096,668
Sewer Flat - Commercial	299,814	1,158,374	2,975,000	(1,816,626)	38.94%	841,160	2,971,387
Sewer Tap Fee	2,325	11,525	23,000	(11,475)	50.11%		13,800
Wastewater Capacity Recovery Fee	2,325	730,561		730,561			21,000
Water Capacity Recovery Fee		32,300		32,300			3,600
Stormwater - Residential Upper Tier	39,549	158,096	475,068	(316,972)	33.28%	111,469	439,526
Stormwater - Residential Lower Tier	18,701	74,460	223,452	(148,992)	33.32%	62,218	231,568
Stormwater - Commercial Fees	190,959	763,291	2,345,669	(1,582,378)	32.54%	605,802	2,225,447
Sewer - Sun City	142,464	567,344	1,570,000	(1,002,656)	36.14%	373,816	1,610,850
Sewer - Greyson Parc	18,088	72,844	205,000	(132,156)	35.53%	44,177	196,729
Pass-Thru - Sewer	(150,650)	(306,468)		(306,468)			
Fees - Electric Residential Service	1,599,355	8,124,422	21,200,000	(13,075,578)	38.32%	6,576,339	20,170,109
Fees - Electric Commercial Service	1,707,501	7,323,705	20,721,217	(13,397,512)	35.34%	6,049,172	19,799,813
Fees - Electric Industrial Service	769,221	3,118,226	8,700,000	(5,581,774)	35.84%	2,679,877	8,699,620
Fees - Electric Fuel Adjustment	712,999	3,197,116	8,700,000	(5,502,884)	36.75%	2,663,372	8,391,570
Fees - Electric Temporary Service	200	650	2,000	(1,350)	32.50%	1,000	1,850
Fees - Pole Rental Current Year			301,000	(301,000)		450	276,077
ECCR Adjustment	134,529	603,244	1,600,083	(996,839)	37.70%	502,522	1,597,396
Telecom - Telephone Revenue	3,172	12,036	21,705	(9,669)	55.45%	8,002	30,080
Telecom - Telephone Internal Customer Fees	5,347	21,386	78,354	(56,968)	27.29%	18,106	63,009
Total utilities / enterprise charges and fees	8,737,187	38,904,134	106,836,370	(67,932,236)	36.41%	30,898,571	102,046,329
Other / enterprise charges and fees							
Green Fees	24,554	110,260	260,000	(149,740)	42.41%	88,259	239,942
Handicap Fees	35	105	1,225	(1,120)	8.57%	210	1,085
Golf Cart Rentals	33,121	165,542	360,000	(194,458)	45.98%	147,393	382,254
Merchandise Sales	2,593	11,673	30,000	(18,327)	38.91%	7,460	30,161
Driving Range Fees	3,525	15,496	32,500	(17,004)	47.68%	12,056	36,090
Membership Fees	7,540	30,990	45,000	(14,010)	68.87%	13,300	52,045
Food & Beverage	3,414	19,000	40,000	(21,000)	47.50%	17,311	43,618
Beer Sales	2,049	8,634	18,000	(9,366)	47.97%	7,370	18,673
Pull Cart Rentals	8	16	1,700	(1,684)	0.94%	594	1,174
Tournament Fees	6,042	20,981	40,000	(19,019)	52.45%	18,934	38,511
Golf Balls	3,777	17,366	28,000	(10,634)	62.02%	12,410	39,024
Fuel Sales - AVGAS	14,722	63,618	186,770	(123,152)	34.06%	74,797	199,527

	FISCAL YEAR 2026			Variance with Amended Budget		PRIOR FYTD	
	Actual		Amended			10/31/2024	6/30/2025
	MTD	FYTD	Budget	$ Over / (Under)	%	Actual	Actual
Fuel Sales - Jet A	16,759	82,232	154,551	(72,319)	53.21%	57,527	209,783
Airport Services - Tug Fees		60		60		30	220
Fiber Fees	52,441	203,546	642,154	(438,608)	31.70%	163,150	626,105
Fiber Fees - Internal Customer Fees	41,451	165,217	480,541	(315,324)	34.38%	139,985	483,518
Total other / enterprise charges and fees	212,031	914,736	2,320,441	(1,405,705)	39.42%	760,786	2,401,730
Other fees							
General Fund-Customer Service -Charges for Serv- -	63,756	254,507	820,000	(565,493)	31.04%	199,565	760,168
Fuel Flowage Fees		14,000	32,000	(18,000)	43.75%	11,360	36,300
Landfill Capital Surcharge Fee	6,452	24,344	70,000	(45,656)	34.78%	25,171	70,069
Landfill Closure Surcharge Fee	6,452	24,344	70,000	(45,656)	34.78%	25,171	70,075
Container Fees	3,900	15,240	48,000	(32,760)	31.75%	15,060	44,040
Pole Installation	483	483	5,000	(4,517)	9.66%		6,232
After Hours Service Fee	2,225	7,300	20,000	(12,700)	36.50%	10,244	23,068
Connection Fees	20,100	83,640	225,000	(141,360)	37.17%	83,575	241,305
Surge Protection Fees	386	1,550	5,000	(3,450)	31.00%	1,279	4,774
Reconnect Fees	20,310	79,670	205,000	(125,330)	38.86%	63,175	182,085
Underground Trenching	2,230	22,992	30,000	(7,008)	76.64%	12,483	41,121
Credit Card Fees	2,805	5,820	9,000	(3,180)	64.67%	3,438	10,959
Power Resoration Aid			55,000	(55,000)		96,150	308,357
Overnight Fees		50	100	(50)	50.00%	30	180
Total other fees	129,099	533,940	1,594,100	(1,060,160)	33.49%	546,701	1,798,733
Culture and recreation							
Still Branch WTP Gate Receipts		544	5,100	(4,556)	10.67%	2,435	6,301
Total culture and recreation		544	5,100	(4,556)	10.67%	2,435	6,301
Other charges for services							
Cemetery Opening/Closing Fee						600	1,500
Site Sales	25,300	48,900		48,900		24,750	108,700
Cemetery Fees	19,945	62,745	160,000	(97,255)	39.22%	57,500	191,650
Niche Engraving							150
Internment Fees	2,250	8,250	23,650	(15,400)	34.88%	7,650	25,650
Monument Fees	1,250	3,550	10,000	(6,450)	35.50%	3,500	9,500
Returned Check Fees	3,115	13,785	35,000	(21,215)	39.39%	10,950	31,095
Delinquent Penalties	161,391	588,749	1,675,000	(1,086,251)	35.15%	633,031	1,636,028
Total other charges for services	213,251	725,979	1,903,650	(1,177,671)	38.14%	737,981	2,004,273
TOTAL CHARGES FOR SERVICES	**10,161,496**	**44,535,835**	**123,416,861**	**(78,881,026)**	**36.09%**	**36,032,232**	**117,447,466**
FINES AND FORFEITURES							
Court							
Police Revenue	1,089	4,780	10,000	(5,220)	47.80%	3,739	11,360
Traffic Fines	56,463	201,639	800,000	(598,361)	25.20%	248,051	643,945
Fine Surcharge - Technology - Court	1,786	6,273	20,000	(13,727)	31.37%	8,298	20,095
School Zone Speed Safety Program	3,150	6,725	105,000	(98,275)	6.40%	23,601	96,901
Total court revenues and fines	62,488	219,417	935,000	(715,583)	23.47%	283,689	772,301
Bond confiscations							
Confiscations	8,450	9,950		9,950			
Total Bond Confiscations	8,450	9,950		9,950			
Confiscations							
Federal Confiscations		1,239		1,239		37,365	110,337
Total state and federal confiscations		1,239		1,239		37,365	110,337

INTERIM STATEMENTS by Fund
All Funds: City-Wide
For the Four Months Ending Friday, October 31, 2025

	FISCAL YEAR 2026			Variance with Amended Budget		PRIOR FYTD	
	Actual		Amended			10/31/2024	6/30/2025
	MTD	FYTD	Budget	$ Over / (Under)	%	Actual	Actual
National Opioid Settlement Payments	2,875	31,089		31,089		36,399	43,198
TOTAL FINES AND FORFEITURES	**73,813**	**261,695**	**935,000**	**(673,305)**	**27.99%**	**357,453**	**925,836**
RENTS AND ROYALTIES							
Property Rental	10,669	81,413	146,287	(64,874)	55.65%	63,868	329,831
Water Tower	7,143	26,801	80,910	(54,109)	33.12%	17,338	73,841
Sale of Excess Capacity	1,391	15,157	100,000	(84,843)	15.16%	10,436	94,702
Third-party Sales	64,416	318,742	585,500	(266,758)	54.44%	323,640	840,006
Equipment Rental Fees	1,324	5,804	15,173	(9,369)	38.25%	5,058	15,661
MEAG Refunding Flexible Operating	1,392	15,157		15,157		10,436	94,703
AMR from MEAG Trust	900	3,600	10,800	(7,200)	33.33%	3,600	10,800
T-Hangar Rentals	1,025	4,100	14,000	(9,900)	29.29%	4,100	12,300
Tie Down Rentals	50	200	2,000	(1,800)	10.00%	700	2,850
Ground Leases	13,740	56,401	168,528	(112,127)	33.47%	66,365	175,980
MEAG Year End Settlement		3,355,432	850,000	2,505,432	394.76%	1,249,539	1,249,539
Settlements from Insurance Claims	77,102	89,625		89,625		3,444	17,125
Settlements from Insurance Claims	260,825	342,974	83,849	259,125	409.04%	10,528	305,977
Cash Over/Short	(8)	(4,497)		(4,497)		(396)	(491)
Misc Revenue	358,691	823,085	2,045,000	(1,221,915)	40.25%	651,342	2,865,541
TOTAL RENTS AND ROYALTIES	**798,660**	**5,133,994**	**4,102,047**	**1,031,947**	**125.16%**	**2,419,998**	**6,088,365**
TOTAL OPERATING REVENUE	**14,716,655**	**56,042,985**	**145,598,738**	**(89,555,753)**	**38.49%**	**43,780,338**	**141,869,632**
OPERATING EXPENSE							
Personal Services and Employee Benefits:							
Salaries and Wages	2,127,652	8,473,836	30,821,980	22,348,144	27.49%	7,938,787	27,452,617
Employee Benefits	681,474	3,037,743	13,185,344	10,147,601	23.04%	2,789,535	8,501,197
Total Personal Services and Employee Benefits	2,809,126	11,511,579	44,007,324	32,495,745	26.16%	10,728,322	35,953,814
Purchased or Contracted Services	3,638,817	9,659,404	23,453,904	13,794,500	41.18%	5,377,080	18,795,646
Utilities:							
Water/Sewerage	19,882	82,750	249,710	166,960	33.14%	87,983	247,599
Natural Gas	3,109	10,982	60,900	49,918	18.03%	9,831	46,658
Electricity	221,251	961,541	3,318,040	2,356,499	28.98%	974,466	2,859,687
Propane	48	48	107,060	107,012	0.04%	117	45,977
Gasoline	100,721	316,987	1,368,470	1,051,483	23.16%	364,112	1,195,398
Stormwater	68,401	273,929	826,036	552,107	33.16%	267,056	807,427
Customer Service Fee	385	1,544	4,872	3,328	31.69%	1,572	4,739
Total Utilities	413,797	1,647,781	5,935,088	4,287,307	27.76%	1,705,137	5,207,485
Supplies	627,116	1,470,687	7,632,170	6,161,483	19.27%	1,481,705	5,753,738
Electricity for Resale	3,297,630	14,715,633	42,665,126	27,949,493	34.49%	14,821,693	42,504,925
Capital Outlay:							
Property (Land and Buildings)	11,330,686	12,676,886	80,748,964	68,072,078	15.70%	3,695,690	15,855,027
Machinery and Equipment	421,657	1,344,786	4,898,065	3,553,279	27.46%	1,185,070	3,908,828
Capital Outlay - Reclass to Balance Sheet	(10,730,735)	(11,658,189)		11,658,189		(2,579,661)	(8,142,391)
Total Capital Outlay	1,021,608	2,363,483	85,647,029	83,283,546	2.76%	2,301,099	11,621,464
Depreciation Expense	722,249	2,894,520	7,754,900	4,860,380	37.33%	2,691,885	8,036,068
Bad Debt		59,092	359,000	299,908	16.46%	205,872	205,872
Inter-Departmental Charges	1,168,102	5,043,433	9,653,649	4,610,216	52.24%	4,777,091	14,760,626
Miscellaneous	2,000	71,918	919,304	847,386	7.82%	56,147	92,789
TOTAL OPERATING EXPENSE	**13,700,445**	**49,437,530**	**228,027,494**	**178,589,964**	**21.68%**	**44,146,031**	**142,932,427**
OPERATING INCOME (LOSS)	**1,016,210**	**6,605,455**	**(82,428,756)**	**89,034,211**	**(8.01%)**	**(365,693)**	**(1,062,795)**

INTERIM STATEMENTS by Fund
All Funds: City-Wide
For the Four Months Ending Friday, October 31, 2025

	FISCAL YEAR 2026 Actual MTD	FISCAL YEAR 2026 Actual FYTD	FISCAL YEAR 2026 Amended Budget	Variance with Amended Budget $ Over / (Under)	Variance with Amended Budget %	PRIOR FYTD 10/31/2024 Actual	PRIOR FYTD 6/30/2025 Actual
NON-OPERATING INCOME (EXPENSE)							
Intergovernmental							
Federal Government Grants							
Operating - Categorical							
Direct		7,864		7,864		8,268	20,288
Indirect			286,307	(286,307)			1,466,221
Total Operating - Categorical		7,864	286,307	(278,443)	2.75%	8,268	1,486,509
Capital							
Direct			24,583,988	(24,583,988)		340,791	340,791
Indirect	19,249	47,246		47,246			
Net Capital	19,249	47,246	24,583,988	(24,536,742)	0.19%	340,791	340,791
Total Federal Government Grants	19,249	55,110	24,870,295	(24,815,185)	0.22%	349,059	1,827,300
Federal Government Transfers (Non-Grant)							
America Rescue Plan (ARP) Act of 2021 Fiscal Recovery Funds	71,162	190,247	1,136,359	(946,112)	16.74%	609,420	2,091,568
State Government Grants							
Operating - Categorical							
Direct							
Llebg Bullet Proof Vest			12,750	(12,750)			
Miscellaneous State Grant			18,548	(18,548)			
GA DOT Grant			320,000	(320,000)			713,611
Total Direct			351,298	351,298			713,611
Total Operating - Categorical			351,298	(351,298)			713,611
Capital							
Direct (CDBG Grant Proceeds)	9,350,815	9,943,114	23,066,098	(13,122,984)	43.11%	250,900	2,794,890
Total Capital	19,249	47,246	24,583,988	(24,536,742)	0.19%	340,791	340,791
Total State Government Grants	9,350,815	9,943,114	23,417,396	(13,474,282)	42.46%	250,900	3,508,501
Local Government Unit Grants							
Spalding Co. Contribution		15,512	588,182	(572,670)	2.64%	15,512	111,431
Board of Education - RESA		42,683	200,887	(158,204)	21.25%	36,249	180,950
Spalding County Contribution			219,126	(219,126)			129,888
Spalding County Contribution			562,505	(562,505)			
City of Griffin Contribution							(208,825)
Total Local Government Unit Grants		58,195	1,570,700	1,512,505	3.71%	51,761	213,444
Transportation Special purpose local option sales and use taxes	406,423	1,682,425	3,727,500	(2,045,075)	45.14%	1,529,140	4,750,349
Total Intergovernmental revenue	9,847,649	11,929,091	54,722,250	(42,793,159)	21.80%	2,790,280	12,391,162
Intergovernmental - Exp	(51,547)	(182,074)	(486,492)	304,418	37.43%	(91,545)	(475,342)
Total Intergovernmental - net	9,796,102	11,747,017	54,235,758	(42,488,741)	21.66%	2,698,735	11,915,820
Interest Income							
Bank Account Interest	227	907		907		907	2,722
Bank Account Interest	132,259	536,397	960,000	(423,603)	55.87%	518,164	1,537,261
Bank Account Interest	19,675	181,156		181,156		203,659	544,709
Dividends	156,155	587,211		587,211		849,532	1,947,854
P-Card Rebate Program		10,743		10,743		7,663	7,663
Unrealized Gain/Loss on Investments	155,987	616,468		616,468		287,351	791,303
Total Interest/Investment Income	464,303	1,932,882	960,000	972,882	201.34%	1,867,276	4,831,512
Principal	(25,152)	(240,184)	(9,368,268)	9,128,084	2.56%	(71,708)	(262,988)
Interest Expense	(58,300)	(667,500)	(1,561,201)	893,701	42.76%	(635,108)	(1,563,281)

INTERIM STATEMENTS by Fund
All Funds: City-Wide
For the Four Months Ending Friday, October 31, 2025

	FISCAL YEAR 2026			Variance with Amended Budget		PRIOR FYTD	
	Actual		Amended			10/31/2024	6/30/2025
	MTD	FYTD	Budget	$ Over / (Under)	%	Actual	Actual
Total principal and interest expense	(83,452)	(907,684)	(10,929,469)	10,021,785	8.30%	(706,816)	(1,826,269)
Contributions and donations							
Contributions & Donations			36,600	(36,600)			45,375
Contributed Capital							2,800
GMA Safety Grant							20,000
Total contributions and donations			36,600	(36,600)			68,175
Gain (loss) on sale of capital assets							
Gain / Loss on Sale of Assets	5,575	5,575		5,575		34,130	44,588
Proceeds from Bond Issuance							4,565,000
GMA Lease Proceeds	339,489	339,489	340,000	(511)	99.85%		642,144
Total gain (loss) on sale of capital assets	345,064	345,064	340,000	5,064	101.49%	34,130	5,251,732
TOTAL NON-OPERATING INCOME (EXPENSE)	**10,522,017**	**13,117,279**	**44,642,889**	**(31,525,610)**	**29.38%**	**3,893,325**	**20,240,970**
INCOME (LOSS) BEFORE TRANSFERS	**11,538,227**	**19,722,734**	**(37,785,867)**	**57,508,601**	**(52.20%)**	**3,527,632**	**19,178,175**
TRANSFERS							
Transfers - in	1,115,762	4,749,628	16,114,579	(11,364,951)	29.47%	5,335,818	16,034,848
Transfers - out	(1,115,762)	(4,749,628)	(16,768,694)	12,019,066	28.32%	(5,335,818)	(16,034,848)
TOTAL TRANSFERS - NET			**(654,115)**	**654,115**			
CHANGE IN NET POSITION	**$11,538,227**	**$19,722,734**	**($38,439,982)**	**$58,162,716**	**(51.31%)**	**$3,527,632**	**$19,178,175**
CONTROL TOTALS							
Total Revenues	$26,489,431	$74,999,653	$217,772,167	($142,772,514)	34.44%	$53,807,838	$180,447,064
Total Expenditures	14,951,208	55,276,916	256,212,148	200,935,232	21.57%	50,280,211	161,268,885
Revenues less expenditures	11,538,223	19,722,737	(38,439,981)	(58,162,718)	(51.31%)	3,527,627	19,178,179
Difference	$4	($3)	($1)	$2	300.00%	$5	($4)

	FISCAL YEAR 2026			Variance with		PRIOR FYTD	
	Actual		Amended	Amended Budget		10/31/2024	6/30/2025
	MTD	FYTD	Budget	$ Over / (Under)	%	Actual	Actual
TAXES							
Real property - current year	$5,929	$47,991	$5,595,000	($5,547,009)	0.86%	$23,078	$5,751,553
Public utility			20,480	(20,480)			24,758
Real property - prior year	31,416	80,726	140,000	(59,274)	57.66%	67,667	167,064
Motor vehicle	1,685	6,292	20,000	(13,708)	31.46%	7,092	20,739
Intangible	9,071	11,907	48,000	(36,093)	24.81%	12,520	55,870
Railroad equipment	6	6	8,500	(8,494)	0.07%	8,506	8,522
Real estate transfer (intangible)	6,607	8,417	18,700	(10,283)	45.01%	5,500	25,308
Total Taxes	54,714	155,339	5,850,680	5,695,341	2.66%	124,363	6,053,814
Motor vehicle title ad valorem tax fee	59,316	235,226	705,000	(469,774)	33.37%	242,853	737,366
Alternative ad valorem tax (AAVT)							3,500
Franchise taxes:							
Electric			60,000	(60,000)			54,634
Gas	52,984	52,984	192,000	(139,016)	27.60%	48,333	207,285
Television cable	32,535	32,535	148,000	(115,465)	21.98%		144,932
Telephone	1,290	4,854	8,000	(3,146)	60.68%	592	20,374
Payment In Lieu of Tax GHA		3,506	20,950	(17,444)	16.74%		13,759
Video	2,674	2,674	14,000	(11,326)	19.10%		11,559
Total Franchise taxes	89,483	96,553	442,950	(346,397)	21.80%	48,925	452,543
Total Taxes and Franchise taxes	203,513	487,118	6,998,630	6,511,512	6.96%	416,141	7,247,223
Local option sales and use taxes	489,043	2,012,143	5,650,000	(3,637,857)	35.61%	1,855,307	5,686,592
Hotel/Motel	17,954	76,193	170,000	(93,807)	44.82%	45,278	151,714
Alcoholic beverage excise	50,547	146,693	645,000	(498,307)	22.74%	156,182	603,307
Other		(4,525)		(4,525)			
Total selective sales and use taxes	68,501	218,361	815,000	(596,639)	26.79%	201,460	755,021
Business taxes:							
Business and occupation taxes	103,805	110,280	470,000	(359,720)	23.46%	116,271	465,738
Insurance premium taxes	2,554,486	2,554,486	2,350,000	204,486	108.70%	2,242,656	2,242,656
Financial institutions taxes			135,000	(135,000)			132,179
Total business taxes	2,658,291	2,664,766	2,955,000	(290,234)	90.18%	2,358,927	2,840,573
Penalties and interest on deliquent taxes							
Real	16,162	38,648	60,000	(21,352)	64.41%	19,869	85,346
Business	16	76	3,500	(3,424)	2.17%	192	2,894
Total penalties and interest on deliquent taxes	16,178	38,724	63,500	(24,776)	60.98%	20,061	88,240
TOTAL TAXES	**3,435,526**	**5,421,112**	**16,482,130**	**(11,061,018)**	**32.89%**	**4,851,896**	**16,617,649**
LICENSE AND PERMITS							
Business licenses:							
Alcoholic beverages:							
Alcoholic Beverage License	118,300	132,100	216,000	(83,900)	61.16%		
Beer						7,250	59,325
Wine						7,250	60,225
Liquor						3,000	99,400
Total alcoholic beverage licenses	118,300	132,100	216,000	(83,900)	61.16%	17,500	218,950
General business licenses:							
Insurance		300	35,000	(34,700)	0.86%	375	31,163
Mobile food vendor permits		25	200	(175)	12.50%	25	125
Media production fees		300		300			900
Total general business licenses		625	35,200	(34,575)	1.78%	400	32,188
Total Business licenses	118,300	132,725	251,200	(118,475)	52.84%	17,900	251,138
Non-business licenses and permits:							
Building and signs:							
Zoning and land use permits	550	2,450	7,000	(4,550)	35.00%	1,900	6,450
House moving permit		50		50			

	FISCAL YEAR 2026			Variance with Amended Budget		PRIOR FYTD	
	Actual		Amended			10/31/2024	6/30/2025
	MTD	FYTD	Budget	$ Over / (Under)	%	Actual	Actual
Sign permits	1,585	4,350	14,000	(9,650)	31.07%	4,135	14,985
Other permits			2,000	(2,000)		2,900	3,500
Catering	450	750	1,500	(750)	50.00%	325	1,525
Total building and sign permits	2,585	7,600	24,500	(16,900)	31.02%	9,260	26,460
Regulatory fees (permits):							
Building structures and equipment permits:							
Protective	6,100	25,050	50,000	(24,950)	50.10%	16,600	55,850
Building	110,710	497,401	285,000	212,401	174.53%	54,541	401,577
Plumbing	400	2,363	8,000	(5,637)	29.54%	2,821	6,583
Electrical	9,050	23,000	35,000	(12,000)	65.71%	14,686	38,386
Gas		100	1,000	(900)	10.00%	280	980
Mechanical		1,500	8,000	(6,500)	18.75%	2,289	8,139
Total building structures and equipment permits	126,260	549,414	387,000	(162,414)	141.97%	91,217	511,515
Total non-business licenses and permits	128,845	557,014	411,500	145,514	135.36%	100,477	537,975
Penalties and interest on deliquent licenses and permits							
Interest on business licenses	15	160		160		382	1,203
Total penalties and interest on deliquent licenses and permits	15	160		160		382	1,203
TOTAL LICENSES AND PERMITS	**247,160**	**689,899**	**662,700**	**27,199**	**104.10%**	**118,759**	**790,316**
CHARGES FOR SERVICES							
General government:							
Fees - plan reviews		2,600	60,000	(57,400)	4.33%	14,806	18,956
Fees - demolition recovery	18,238	19,989		19,989		26,298	135,457
Fees - zoning applications	500	2,450	4,500	(2,050)	54.44%	1,000	5,775
Information technology fees	300	1,200		1,200		1,200	3,600
Indirect cost allocation	718,384	2,873,535	8,678,529	(5,804,994)	33.11%	2,449,129	7,347,388
GIS cost allocation	39,593	158,374	475,121	(316,747)	33.33%	136,626	409,877
Publication Sales		80		80		80	160
Business occupation tax admin fee	12,100	14,950	80,000	(65,050)	18.69%	14,900	77,900
Total general government	789,115	3,073,178	9,298,150	6,224,972	33.05%	2,644,039	7,999,113
Public safety - fire inspections	600	2,645	6,000	(3,355)	44.08%	1,650	8,993
Public safety - prisoner housing fees	5,293	19,614	70,000	(50,386)	28.02%	24,924	64,391
Utilities / enterprise charges and fees							
Sale of Recycled Materials	136	136		136		1,038	7,682
Total utilities / enterprise charges and fees	136	136		136		1,038	7,682
Other fees							
Credit Card Fees	2,805	5,820	9,000	(3,180)	64.67%	3,438	10,989
Total other fees	2,805	5,820	9,000	(3,180)	64.67%	3,438	10,989
Other charges for services							
Cemetery Opening/Closing Fee						600	1,500
Site Sales	25,300	48,900		48,900		24,750	108,700
Cemetery Fees	19,945	62,745	160,000	(97,255)	39.22%	57,500	191,650
Niche Engraving							150
Internment Fees	2,250	8,250	23,650	(15,400)	34.88%	7,650	25,650
Monument Fees	1,250	3,550	10,000	(6,450)	35.50%	3,500	9,500
Returned Check Fees		35		35		30	120
Total other charges for services	48,745	123,480	193,650	(70,170)	63.76%	94,030	337,270
TOTAL CHARGES FOR SERVICES	**846,694**	**3,224,873**	**9,576,800**	**(6,351,927)**	**33.67%**	**2,769,119**	**8,428,438**

INTERIM STATEMENTS by Fund
Governmental Funds
For the Four Months Ending Friday, October 31, 2025

	FISCAL YEAR 2026			Variance with Amended Budget		PRIOR FYTD	
	Actual		Amended			10/31/2024	6/30/2025
	MTD	FYTD	Budget	$ Over / (Under)	%	Actual	Actual
FINES AND FORFEITURES							
Court							
Police Revenue	1,089	4,780	10,000	(5,220)	47.80%	3,739	11,360
Traffic Fines	56,463	201,639	800,000	(598,361)	25.20%	248,051	643,945
Fine Surcharge - Technology - Court	1,786	6,273	20,000	(13,727)	31.37%	8,298	20,095
School Zone Speed Safety Program	3,150	6,725	105,000	(98,275)	6.40%	23,601	96,901
Total court revenues and fines	62,488	219,417	935,000	(715,583)	23.47%	283,689	772,301
Bond confiscations							
Confiscations	8,450	9,950		9,950			
Total Bond Confiscations	8,450	9,950		9,950			
Confiscations							
Federal Confiscations		1,239		1,239		37,365	110,337
Total state and federal confiscations		1,239		1,239		37,365	110,337
National Opioid Settlement Payments	2,875	31,089		31,089		36,399	43,198
TOTAL FINES AND FORFEITURES	**73,813**	**261,695**	**935,000**	**(673,305)**	**27.99%**	**357,453**	**925,836**
RENTS AND ROYALTIES							
Property Rental	10,469	80,613	143,887	(63,274)	56.03%	63,868	328,231
Third-party Sales	75	135		135		60	480
Ground Leases	1,694	6,776	20,328	(13,552)	33.33%	15,907	29,151
Settlements from Insurance Claims							4,562
Settlements from Insurance Claims						10,528	17,911
Misc Revenue	208,853	474,957	1,100,776	(625,819)	43.15%	367,283	1,500,480
TOTAL RENTS AND ROYALTIES	**221,091**	**562,481**	**1,264,991**	**(702,510)**	**44.47%**	**457,646**	**1,880,815**
TOTAL OPERATING REVENUE	**4,824,284**	**10,160,060**	**28,921,621**	**(18,761,561)**	**35.13%**	**8,554,873**	**28,643,054**
OPERATING EXPENSE							
Personal Services and Employee Benefits:							
Salaries and Wages	1,239,202	4,934,939	17,783,689	12,848,750	27.75%	4,555,719	15,969,765
Employee Benefits	396,967	1,771,005	7,538,347	5,767,342	23.49%	1,603,016	4,944,255
Allocated Payroll Costs	(26,893)	(107,571)	(322,713)	(215,142)	33.33%	(93,807)	(281,422)
Total Personal Services and Employee Benefits	1,609,276	6,598,373	24,999,323	18,400,950	26.39%	6,064,928	20,632,598
Purchased or Contracted Services	2,337,919	5,738,006	7,801,685	2,063,679	73.55%	2,100,306	6,576,899
Utilities:							
Water/Sewerage	5,698	24,352	70,260	45,908	34.66%	18,739	51,984
Natural Gas	1,836	6,820	27,500	20,680	24.80%	5,538	25,176
Electricity	46,136	197,364	703,650	506,286	28.05%	208,652	585,668
Propane	18	18	6,200	6,182	0.29%	117	1,715
Gasoline	36,589	111,947	524,025	412,078	21.36%	154,746	458,779
Stormwater	62,524	250,414	754,392	503,978	33.19%	244,488	738,200
Customer Service Fee	158	637	1,890	1,253	33.70%	613	1,834
Total Utilities	152,959	591,552	2,087,917	1,496,365	28.33%	632,893	1,863,356
Supplies	191,316	417,012	2,317,231	1,900,219	18.00%	541,125	1,780,880
Capital Outlay:							
Property (Land and Buildings)	870,817	1,331,858	22,183,829	20,851,971	6.00%	1,626,159	9,451,637
Machinery and Equipment	421,657	1,300,093	2,204,449	904,356	58.98%	676,190	2,317,820
Capital Outlay - Reclass to Balance Sheet						(1,250)	(147,993)
Total Capital Outlay	1,292,474	2,631,951	24,388,278	21,756,327	10.79%	2,301,099	11,621,464

	FISCAL YEAR 2026			Variance with Amended Budget		PRIOR FYTD	
	Actual		Amended			10/31/2024	6/30/2025
	MTD	FYTD	Budget	$ Over / (Under)	%	Actual	Actual
Inter-Departmental Charges	627,280	2,652,229	5,114,886	2,462,657	51.85%	2,501,619	7,768,676
Miscellaneous		59,918	784,914	724,996	7.63%	39,133	39,133
TOTAL OPERATING EXPENSE	**6,211,224**	**18,689,041**	**67,494,234**	**48,805,193**	**27.69%**	**14,181,103**	**50,283,006**
OPERATING INCOME (LOSS)	**(1,386,940)**	**(8,528,981)**	**(38,572,613)**	**30,043,632**	**22.11%**	**(5,626,230)**	**(21,639,952)**
NON-OPERATING INCOME (EXPENSE)							
Intergovernmental							
Federal Government Grants							
Operating - Categorical							
Direct		7,864		7,864		8,268	20,288
Indirect			163,190	(163,190)			1,466,221
Total Operating - Categorical		7,864	163,190	(155,326)	4.82%	8,268	1,486,509
Total Federal Government Grants		7,864	163,190	(155,326)	4.82%	8,268	1,486,509
Federal Government Transfers (Non-Grant)							
America Rescue Plan (ARP) Act of 2021 Fiscal Recovery Funds	71,162	190,247	1,136,359	(946,112)	16.74%	609,420	2,091,568
State Government Grants							
Operating - Categorical							
Direct							
Llebg Bullet Proof Vest			12,750	(12,750)			
GA DOT Grant			320,000	(320,000)			713,611
Total Direct			332,750	332,750			713,611
Total Operating - Categorical			332,750	(332,750)			713,611
Direct (CDBG Grant Proceeds)		280,216	852,311	(572,095)	32.88%	199,617	929,360
Total State Government Grants		280,216	1,185,061	(904,845)	23.65%	199,617	1,642,971
Local Government Unit Grants							
Board of Education - RESA		42,683	200,887	(158,204)	21.25%	36,249	180,950
Spalding County Contribution			219,126	(219,126)			129,888
Total Local Government Unit Grants		42,683	420,013	377,330	10.16%	36,249	310,838
Transportation Special purpose local option sales and use taxes	406,423	1,682,425	3,727,500	(2,045,075)	45.14%	1,529,140	4,750,349
Total Intergovernmental revenue	477,585	2,203,435	6,632,123	(4,428,688)	33.22%	2,382,694	10,282,235
Intergovernmental - Exp	(51,547)	(82,074)	(410,492)	328,418	19.99%	(67,622)	(378,505)
Total Intergovernmental - net	426,038	2,121,361	6,221,631	(4,100,270)	34.10%	2,315,072	9,903,730
Interest Income							
Bank Account Interest	130,662	530,697	960,000	(429,303)	55.28%	511,387	1,520,179
Bank Account Interest	3,934	25,380		25,380		23,941	68,231
Dividends	11,054	46,658		46,658		143,927	214,701
Unrealized Gain/Loss on Investments	98,315	310,762		310,762		90,174	273,839
Total Interest/Investment Income	243,965	913,497	960,000	(46,503)	95.16%	769,429	2,076,950
Principal	(25,152)	(240,184)	(515,320)	275,136	46.61%	(71,708)	(262,988)
Interest Expense	(3,578)	(118,590)	(254,460)	135,870	46.60%	(7,238)	(136,991)
Total principal and interest expense	(28,730)	(358,774)	(769,780)	411,006	46.61%	(78,946)	(399,979)
Contributions and donations							
Contributions & Donations			10,000	(10,000)			21,109
Contributed Capital							2,800
GMA Safety Grant							11,576

INTERIM STATEMENTS by Fund
Governmental Funds
For the Four Months Ending Friday, October 31, 2025

	FISCAL YEAR 2026			Variance with Amended Budget		PRIOR FYTD	
	Actual		Amended			10/31/2024	6/30/2025
	MTD	FYTD	Budget	$ Over / (Under)	%	Actual	Actual
Total contributions and donations			10,000	(10,000)			35,485
Gain (loss) on sale of capital assets							
Gain / Loss on Sale of Assets	5,575	5,575		5,575		5,030	15,488
Proceeds from Bond Issuance							4,565,000
GMA Lease Proceeds							642,144
Total gain (loss) on sale of capital assets	5,575	5,575		5,575		5,030	5,222,632
TOTAL NON-OPERATING INCOME (EXPENSE)	**646,848**	**2,681,659**	**6,421,851**	**(3,740,192)**	**41.76%**	**3,010,585**	**16,838,818**
INCOME (LOSS) BEFORE TRANSFERS	**(740,092)**	**(5,847,322)**	**(32,150,762)**	**26,303,440**	**18.19%**	**(2,615,645)**	**(4,801,134)**
TRANSFERS							
Transfers - in	1,039,758	4,441,268	13,387,873	(8,946,605)	33.17%	4,624,614	13,929,071
Transfers - out	(86,104)	(597,493)	(3,338,029)	2,740,536	17.90%	(736,673)	(2,986,205)
TOTAL TRANSFERS - NET	**953,654**	**3,843,775**	**10,049,844**	**(6,206,069)**	**38.25%**	**3,887,941**	**10,942,866**
CHANGE IN NET POSITION	**$213,562**	**($2,003,547)**	**($22,100,918)**	**$20,097,371**	**9.07%**	**$1,272,296**	**$6,141,732**
CONTROL TOTALS							
Total Revenues	$6,591,167	$17,723,835	$49,911,617	($32,187,782)	35.51%	$16,336,639	$60,189,426
Total Expenditures	6,377,603	19,727,382	72,012,533	52,285,151	27.39%	15,064,345	54,047,696
Revenues less expenditures	213,564	(2,003,547)	(22,100,916)	(20,097,369)	9.07%	1,272,294	6,141,730
Difference	($2)		($2)	($2)	0.00%	$2	$2

INTERIM STATEMENTS by Fund
101-General Fund
For the Four Months Ending Friday, October 31, 2025

	FISCAL YEAR 2026			Variance with Amended Budget		PRIOR FYTD	
	Actual		Amended			10/31/2024	6/30/2025
	MTD	FYTD	Budget	$ Over / (Under)	%	Actual	Actual
TAXES							
Real property - current year			$4,700,000	($4,700,000)			$4,820,961
Public utility			20,480	(20,480)			24,758
Real property - prior year	31,416	80,726	140,000	(59,274)	57.66%	67,667	167,064
Motor vehicle	1,685	6,292	20,000	(13,708)	31.46%	7,092	20,739
Intangible	9,071	11,907	48,000	(36,093)	24.81%	12,520	55,870
Railroad equipment	6	6	8,500	(8,494)	0.07%	8,506	8,522
Real estate transfer (intangible)	6,607	8,417	18,700	(10,283)	45.01%	5,500	25,308
Total Taxes	48,785	107,348	4,955,680	4,848,332	2.17%	101,285	5,123,222
Motor vehicle title ad valorem tax fee	59,316	235,226	705,000	(469,774)	33.37%	242,853	737,366
Alternative ad valorem tax (AAVT)							3,500
Franchise taxes:							
Electric			60,000	(60,000)			54,634
Gas	52,984	52,984	192,000	(139,016)	27.60%	48,333	207,285
Television cable	32,535	32,535	148,000	(115,465)	21.98%		144,932
Telephone	1,290	4,854	8,000	(3,146)	60.68%	592	20,374
Payment In Lieu of Tax GHA		3,506	20,950	(17,444)	16.74%		13,759
Video	2,674	2,674	14,000	(11,326)	19.10%		11,559
Total Franchise taxes	89,483	96,553	442,950	(346,397)	21.80%	48,925	452,543
Total Taxes and Franchise taxes	197,584	439,127	6,103,630	5,664,503	7.19%	393,063	6,316,631
Local option sales and use taxes	489,043	2,012,143	5,650,000	(3,637,857)	35.61%	1,855,307	5,686,592
Alcoholic beverage excise	50,547	146,693	645,000	(498,307)	22.74%	156,182	603,307
Other		(4,525)		(4,525)			
Total selective sales and use taxes	50,547	142,168	645,000	(502,832)	22.04%	156,182	603,307
Business taxes:							
Business and occupation taxes	103,805	110,280	470,000	(359,720)	23.46%	116,271	465,738
Insurance premium taxes	2,554,486	2,554,486	2,350,000	204,486	108.70%	2,242,656	2,242,656
Financial institutions taxes			135,000	(135,000)			132,179
Total business taxes	2,658,291	2,664,766	2,955,000	(290,234)	90.18%	2,358,927	2,840,573
Penalties and interest on deliquent taxes							
Real	16,162	38,648	60,000	(21,352)	64.41%	19,869	85,346
Business	16	76	3,500	(3,424)	2.17%	192	2,894
Total penalties and interest on deliquent taxes	16,178	38,724	63,500	(24,776)	60.98%	20,061	88,240
TOTAL TAXES	**3,411,643**	**5,296,928**	**15,417,130**	**(10,120,202)**	**34.36%**	**4,783,540**	**15,535,343**
LICENSE AND PERMITS							
Business licenses:							
Alcoholic beverages:							
Alcoholic Beverage License	118,300	132,100	216,000	(83,900)	61.16%		
Beer						7,250	59,325
Wine						7,250	60,225
Liquor						3,000	99,400
Total alcoholic beverage licenses	118,300	132,100	216,000	(83,900)	61.16%	17,500	218,950
General business licenses:							
Insurance		300	35,000	(34,700)	0.86%	375	31,163
Mobile food vendor permits		25	200	(175)	12.50%	25	125
Media production fees		300		300			900
Total general business licenses		625	35,200	(34,575)	1.78%	400	32,188
Total Business licenses	118,300	132,725	251,200	(118,475)	52.84%	17,900	251,138
Non-business licenses and permits:							
Building and signs:							
Zoning and land use permits	550	2,450	7,000	(4,550)	35.00%	1,900	6,450
House moving permit		50		50			
Sign permits	1,585	4,350	14,000	(9,650)	31.07%	4,135	14,985

	FISCAL YEAR 2026			Variance with Amended Budget		PRIOR FYTD	
	Actual		Amended			10/31/2024	6/30/2025
	MTD	FYTD	Budget	$ Over / (Under)	%	Actual	Actual
Other permits			2,000	(2,000)		2,900	3,500
Catering	450	750	1,500	(750)	50.00%	325	1,525
Total building and sign permits	2,585	7,600	24,500	(16,900)	31.02%	9,260	26,460
Regulatory fees (permits):							
Building structures and equipment permits:							
Protective	6,100	25,050	50,000	(24,950)	50.10%	16,600	55,850
Building	110,710	497,401	285,000	212,401	174.53%	54,541	401,577
Plumbing	400	2,363	8,000	(5,637)	29.54%	2,821	6,583
Electrical	9,050	23,000	35,000	(12,000)	65.71%	14,686	38,386
Gas		100	1,000	(900)	10.00%	280	980
Mechanical		1,500	8,000	(6,500)	18.75%	2,289	8,139
Total building structures and equipment permits	126,260	549,414	387,000	(162,414)	141.97%	91,217	511,515
Total non-business licenses and permits	128,845	557,014	411,500	145,514	135.36%	100,477	537,975
Penalties and interest on deliquent licenses and permits							
Interest on business licenses	15	160		160		382	1,203
Total penalties and interest on deliquent licenses and permits	15	160		160		382	1,203
TOTAL LICENSES AND PERMITS	**247,160**	**689,899**	**662,700**	**27,199**	**104.10%**	**118,759**	**790,316**
CHARGES FOR SERVICES							
General government:							
Fees - plan reviews		2,600	60,000	(57,400)	4.33%	14,806	18,956
Fees - zoning applications	500	2,450	4,500	(2,050)	54.44%	1,000	5,775
Information technology fees	300	1,200		1,200		1,200	3,600
Indirect cost allocation	718,384	2,873,535	8,678,529	(5,804,994)	33.11%	2,449,129	7,347,388
GIS cost allocation	39,593	158,374	475,121	(316,747)	33.33%	136,626	409,877
Publication Sales		80		80		80	160
Business occupation tax admin fee	12,100	14,950	80,000	(65,050)	18.69%	14,900	77,900
Total general government	770,877	3,053,189	9,298,150	6,244,961	32.84%	2,617,741	7,863,656
Public safety - fire inspections	600	2,645	6,000	(3,355)	44.08%	1,650	8,993
Public safety - prisoner housing fees	5,293	19,614	70,000	(50,386)	28.02%	24,924	64,391
Utilities / enterprise charges and fees							
Sale of Recycled Materials	136	136		136		1,038	1,146
Total utilities / enterprise charges and fees	136	136		136		1,038	1,146
Other fees							
Credit Card Fees	2,805	5,820	9,000	(3,180)	64.67%	3,438	10,989
Total other fees	2,805	5,820	9,000	(3,180)	64.67%	3,438	10,989
Other charges for services							
Cemetery Fees	19,945	62,745	160,000	(97,255)	39.22%	57,500	191,650
Internment Fees	2,250	8,250	23,650	(15,400)	34.88%	7,650	25,650
Monument Fees	1,250	3,550	10,000	(6,450)	35.50%	3,500	9,500
Returned Check Fees		35		35		30	120
Total other charges for services	23,445	74,580	193,650	(119,070)	38.51%	68,680	226,920
TOTAL CHARGES FOR SERVICES	**803,156**	**3,155,984**	**9,576,800**	**(6,420,816)**	**32.95%**	**2,717,471**	**8,176,095**
FINES AND FORFEITURES							
Court							
Police Revenue	1,089	4,780	10,000	(5,220)	47.80%	3,739	11,360
Traffic Fines	56,463	201,639	800,000	(598,361)	25.20%	248,051	643,945

	FISCAL YEAR 2026			Variance with Amended Budget		PRIOR FYTD	
	Actual		Amended			10/31/2024	6/30/2025
	MTD	FYTD	Budget	$ Over / (Under)	%	Actual	Actual
School Zone Speed Safety Program	3,150	6,725	105,000	(98,275)	6.40%	23,601	96,901
Total court revenues and fines	60,702	213,144	915,000	(701,856)	23.29%	275,391	752,206
TOTAL FINES AND FORFEITURES	**60,702**	**213,144**	**915,000**	**(701,856)**	**23.29%**	**275,391**	**752,206**
RENTS AND ROYALTIES							
Property Rental	10,469	80,613	143,887	(63,274)	56.03%	63,868	328,231
Ground Leases	1,694	6,776	20,328	(13,552)	33.33%	15,907	29,151
Settlements from Insurance Claims							4,562
Settlements from Insurance Claims						10,528	17,911
Misc Revenue	208,853	474,957	1,100,776	(625,819)	43.15%	367,283	1,500,480
TOTAL RENTS AND ROYALTIES	**221,016**	**562,346**	**1,264,991**	**(702,645)**	**44.45%**	**457,586**	**1,880,335**
TOTAL OPERATING REVENUE	**4,743,677**	**9,918,301**	**27,836,621**	**(17,918,320)**	**35.63%**	**8,352,747**	**27,134,295**
OPERATING EXPENSE							
Personal Services and Employee Benefits:							
Salaries and Wages	1,239,202	4,934,939	17,783,689	12,848,750	27.75%	4,555,719	15,969,765
Employee Benefits	396,967	1,771,005	7,538,347	5,767,342	23.49%	1,603,016	4,944,255
Allocated Payroll Costs	(26,893)	(107,571)	(322,713)	(215,142)	33.33%	(93,807)	(281,422)
Total Personal Services and Employee Benefits	1,609,276	6,598,373	24,999,323	18,400,950	26.39%	6,064,928	20,632,598
Purchased or Contracted Services	475,823	2,524,680	7,178,309	4,653,629	35.17%	1,858,659	5,631,150
Utilities:							
Water/Sewerage	5,698	24,352	70,260	45,908	34.66%	18,739	51,984
Natural Gas	1,836	6,820	27,500	20,680	24.80%	5,538	25,176
Electricity	46,136	197,364	703,650	506,286	28.05%	208,652	585,668
Propane	18	18	6,200	6,182	0.29%	117	1,715
Gasoline	36,589	111,947	524,025	412,078	21.36%	154,746	458,779
Stormwater	62,524	250,414	754,392	503,978	33.19%	244,488	738,200
Customer Service Fee	158	637	1,890	1,253	33.70%	613	1,834
Total Utilities	152,959	591,552	2,087,917	1,496,365	28.33%	632,893	1,863,356
Supplies	170,364	396,060	2,122,300	1,726,240	18.66%	522,895	1,738,700
Capital Outlay:							
Property (Land and Buildings)			151,785	151,785		236,107	239,107
Machinery and Equipment	421,657	1,300,093	1,941,025	640,932	66.98%	578,970	1,893,931
Total Capital Outlay	421,657	1,300,093	2,092,810	792,717	62.12%	815,077	2,133,038
Inter-Departmental Charges	627,280	2,652,229	5,114,886	2,462,657	51.85%	2,501,619	7,768,676
Miscellaneous		59,918	784,914	724,996	7.63%	37,500	37,500
TOTAL OPERATING EXPENSE	**3,457,359**	**14,122,905**	**44,380,459**	**30,257,554**	**31.82%**	**12,433,571**	**39,805,018**
OPERATING INCOME (LOSS)	**1,286,318**	**(4,204,604)**	**(16,543,838)**	**12,339,234**	**25.41%**	**(4,080,824)**	**(12,670,723)**
NON-OPERATING INCOME (EXPENSE)							
Intergovernmental							
Federal Government Grants							
Operating - Categorical							
Direct		7,864		7,864		8,268	20,288
Indirect			163,190	(163,190)			
Total Operating - Categorical		7,864	163,190	(155,326)	4.82%	8,268	20,288
Total Federal Government Grants		7,864	163,190	(155,326)	4.82%	8,268	20,288
State Government Grants							
Operating - Categorical							
Direct							
Llebg Bullet Proof Vest			12,750	(12,750)			
GA DOT Grant			320,000	(320,000)			713,611

INTERIM STATEMENTS by Fund
101-General Fund
For the Four Months Ending Friday, October 31, 2025

	FISCAL YEAR 2026			Variance with Amended Budget		PRIOR FYTD	
	Actual		Amended			10/31/2024	6/30/2025
	MTD	FYTD	Budget	$ Over / (Under)	%	Actual	Actual
Total Direct			332,750	332,750			713,611
Total Operating - Categorical			332,750	(332,750)			713,611
Direct (CDBG Grant Proceeds)			20,109	(20,109)			
Total State Government Grants			352,859	(352,859)			713,611
Local Government Unit Grants							
Board of Education - RESA		42,683	200,887	(158,204)	21.25%	36,249	180,950
Spalding County Contribution			219,126	(219,126)			129,888
Total Local Government Unit Grants		42,683	420,013	377,330	10.16%	36,249	310,838
Total Intergovernmental revenue		50,547	936,062	(885,515)	5.40%	44,517	1,044,737
Intergovernmental - Exp	(43,693)	(48,506)	(336,117)	287,611	14.43%	(47,171)	(310,081)
Total Intergovernmental - net	(43,693)	2,041	599,945	(597,904)	0.34%	(2,654)	734,656
Interest Income							
Bank Account Interest	121,731	491,214	960,000	(468,786)	51.17%	473,652	1,375,066
Bank Account Interest	2,059	5,039		5,039		4,579	31,831
Unrealized Gain/Loss on Investments	(768)	3,588		3,588		12,437	4,503
Total Interest/Investment Income	123,022	499,841	960,000	(460,159)	52.07%	490,668	1,411,400
Principal	(25,152)	(100,184)	(482,820)	382,636	20.75%	(71,708)	(236,225)
Interest Expense	(3,578)	(14,734)	(227,640)	212,906	6.47%	(7,238)	(27,623)
Total principal and interest expense	(28,730)	(114,918)	(710,460)	595,542	16.18%	(78,946)	(263,848)
Contributions and donations							
Contributions & Donations			10,000	(10,000)			21,109
GMA Safety Grant							11,576
Total contributions and donations			10,000	(10,000)			32,685
Gain (loss) on sale of capital assets							
Gain / Loss on Sale of Assets	5,575	5,575		5,575		5,030	15,488
GMA Lease Proceeds							642,144
Total gain (loss) on sale of capital assets	5,575	5,575		5,575		5,030	657,632
TOTAL NON-OPERATING INCOME (EXPENSE)	**56,174**	**392,539**	**859,485**	**(466,946)**	**45.67%**	**414,098**	**2,572,525**
INCOME (LOSS) BEFORE TRANSFERS	**1,342,492**	**(3,812,065)**	**(15,684,353)**	**11,872,288**	**24.30%**	**(3,666,726)**	**(10,098,198)**
TRANSFERS							
Transfers - in	1,037,758	4,153,493	12,623,225	(8,469,732)	32.90%	4,328,674	12,605,454
Transfers - out	(76,005)	(550,294)	(2,343,292)	1,792,998	23.48%	(501,224)	(2,677,406)
TOTAL TRANSFERS - NET	**961,753**	**3,603,199**	**10,279,933**	**(6,676,734)**	**35.05%**	**3,827,450**	**9,928,048**
CHANGE IN NET POSITION	**$2,304,245**	**($208,866)**	**($5,404,420)**	**$5,195,554**	**3.86%**	**$160,724**	**($170,150)**
CONTROL TOTALS							
Total Revenues	$5,910,032	$14,627,759	$42,365,908	($27,738,149)	34.53%	$13,221,635	$42,886,204
Total Expenditures	3,605,785	14,836,621	47,770,327	32,933,706	31.06%	13,060,910	43,056,353
Revenues less expenditures	2,304,247	(208,862)	(5,404,419)	(5,195,557)	3.86%	160,725	(170,149)
Difference	($2)	($4)	($1)	$3	400.00%	($1)	($1)

INTERIM STATEMENTS by Fund
Special Revenue Funds
For the Four Months Ending Friday, October 31, 2025

	FISCAL YEAR 2026			Variance with Amended Budget		PRIOR FYTD	
	Actual		Amended			10/31/2024	6/30/2025
	MTD	FYTD	Budget	$ Over / (Under)	%	Actual	Actual
TAXES							
Real property - current year	$5,929	$47,991	$895,000	($847,009)	5.36%	$23,078	$930,592
Total Taxes	5,929	47,991	895,000	847,009	5.36%	23,078	930,592
Total Taxes and Franchise taxes	5,929	47,991	895,000	847,009	5.36%	23,078	930,592
Hotel/Motel	17,954	76,193	170,000	(93,807)	44.82%	45,278	151,714
Total selective sales and use taxes	17,954	76,193	170,000	(93,807)	44.82%	45,278	151,714
TOTAL TAXES	**23,883**	**124,184**	**1,065,000**	**(940,816)**	**11.66%**	**68,356**	**1,082,306**
CHARGES FOR SERVICES							
General government:							
Fees - demolition recovery	18,238	19,989		19,989		26,298	135,457
Total general government	18,238	19,989		(19,989)	0.00%	26,298	135,457
Utilities / enterprise charges and fees							
Sale of Recycled Materials							6,536
Total utilities / enterprise charges and fees							6,536
TOTAL CHARGES FOR SERVICES	**18,238**	**19,989**		**19,989**		**26,298**	**141,993**
FINES AND FORFEITURES							
Court							
Fine Surcharge - Technology - Court	1,786	6,273	20,000	(13,727)	31.37%	8,298	20,095
Total court revenues and fines	1,786	6,273	20,000	(13,727)	31.37%	8,298	20,095
Bond confiscations							
Confiscations	8,450	9,950		9,950			
Total Bond Confiscations	8,450	9,950		9,950			
Confiscations							
Federal Confiscations		1,239		1,239		37,365	110,337
Total state and federal confiscations		1,239		1,239		37,365	110,337
National Opioid Settlement Payments	2,875	31,089		31,089		36,399	43,198
TOTAL FINES AND FORFEITURES	**13,111**	**48,551**	**20,000**	**28,551**	**242.76%**	**82,062**	**173,630**
TOTAL OPERATING REVENUE	**55,232**	**192,724**	**1,085,000**	**(892,276)**	**17.76%**	**176,716**	**1,397,929**
OPERATING EXPENSE							
Purchased or Contracted Services	1,862,095	3,213,327	623,376	(2,589,951)	515.47%	241,217	943,389
Supplies	20,952	20,952	194,931	173,979	10.75%	18,231	21,330
Capital Outlay:							
Property (Land and Buildings)	870,817	1,331,858	22,032,044	20,700,186	6.05%	1,388,803	9,064,538
Machinery and Equipment			263,424	263,424		97,220	423,888
Total Capital Outlay	870,817	1,331,858	22,295,468	20,963,610	5.97%	1,486,023	9,488,426
Miscellaneous						1,633	1,633
TOTAL OPERATING EXPENSE	**2,753,864**	**4,566,137**	**23,113,775**	**18,547,638**	**19.76%**	**1,747,104**	**10,454,778**
OPERATING INCOME (LOSS)	**(2,698,632)**	**(4,373,413)**	**(22,028,775)**	**17,655,362**	**19.85%**	**(1,570,388)**	**(9,056,849)**
NON-OPERATING INCOME (EXPENSE)							
Intergovernmental							
Federal Government Grants							
Operating - Categorical							
Indirect							1,466,221
Total Operating - Categorical							1,466,221

INTERIM STATEMENTS by Fund
Special Revenue Funds
For the Four Months Ending Friday, October 31, 2025

	FISCAL YEAR 2026			Variance with Amended Budget		PRIOR FYTD	
	Actual		Amended			10/31/2024	6/30/2025
	MTD	FYTD	Budget	$ Over / (Under)	%	Actual	Actual
Total Federal Government Grants							1,466,221
Federal Government Transfers (Non-Grant)							
America Rescue Plan (ARP) Act of 2021 Fiscal Recovery Funds	71,162	190,247	1,136,359	(946,112)	16.74%	609,420	2,091,568
State Government Grants							
Direct (CDBG Grant Proceeds)		280,216	832,203	(551,987)	33.67%	199,617	929,360
Total State Government Grants		280,216	832,203	(551,987)	33.67%	199,617	929,360
Transportation Special purpose local option sales and use taxes	406,423	1,682,425	3,727,500	(2,045,075)	45.14%	1,529,140	4,750,349
Total Intergovernmental revenue	477,585	2,152,888	5,696,062	(3,543,174)	37.80%	2,338,177	9,237,498
Intergovernmental - Exp	(7,855)	(33,568)	(74,375)	40,807	45.13%	(20,451)	(68,424)
Total Intergovernmental - net	469,730	2,119,320	5,621,687	(3,502,367)	37.70%	2,317,726	9,169,074
Interest Income							
Bank Account Interest	8,082	33,345		33,345		29,369	122,397
Total Interest/Investment Income	8,082	33,345		33,345		29,369	122,397
Principal		(140,000)	(32,500)	(107,500)	430.77%		(26,763)
Interest Expense		(103,857)	(26,820)	(77,037)	387.24%		(109,368)
Total principal and interest expense		(243,857)	(59,320)	(184,537)	411.09%		(136,131)
Gain (loss) on sale of capital assets							
Proceeds from Bond Issuance							4,565,000
Total gain (loss) on sale of capital assets							4,565,000
TOTAL NON-OPERATING INCOME (EXPENSE)	**477,812**	**1,908,808**	**5,562,367**	**(3,653,559)**	**34.32%**	**2,347,095**	**13,720,340**
INCOME (LOSS) BEFORE TRANSFERS	**(2,220,820)**	**(2,464,605)**	**(16,466,408)**	**14,001,803**	**14.97%**	**776,707**	**4,663,491**
TRANSFERS							
Transfers - in	2,000	287,775	764,647	(476,872)	37.64%	295,940	1,323,617
Transfers - out	(10,099)	(47,200)	(994,737)	947,537	4.74%	(235,449)	(308,799)
TOTAL TRANSFERS - NET	**(8,099)**	**240,575**	**(230,090)**	**470,665**	**(104.56%)**	**60,491**	**1,014,818**
CHANGE IN NET POSITION	**($2,228,919)**	**($2,224,030)**	**($16,696,498)**	**$14,472,468**	**13.32%**	**$837,198**	**$5,678,309**
CONTROL TOTALS							
Total Revenues	$542,899	$2,666,731	$7,545,709	($4,878,978)	35.34%	$2,840,203	$16,646,441
Total Expenditures	2,771,818	4,890,761	24,242,206	19,351,445	20.17%	2,003,004	10,968,132
Revenues less expenditures	(2,228,919)	(2,224,030)	(16,696,497)	(14,472,467)	13.32%	837,199	5,678,309
Difference			($1)	($1)	0.00%	($1)	

INTERIM STATEMENTS by Fund
210-Confiscated Assets Fund
For the Four Months Ending Friday, October 31, 2025

	FISCAL YEAR 2026			Variance with Amended Budget		PRIOR FYTD	
	Actual		Amended			10/31/2024	6/30/2025
	MTD	FYTD	Budget	$ Over / (Under)	%	Actual	Actual
FINES AND FORFEITURES							
Bond confiscations							
Confiscations	$8,450	$9,950		$9,950			
Total Bond Confiscations	8,450	9,950		9,950			
Confiscations							
Federal Confiscations		1,239		1,239		37,365	110,337
Total state and federal confiscations		1,239		1,239		37,365	110,337
TOTAL FINES AND FORFEITURES	**8,450**	**11,189**		**11,189**		**37,365**	**110,337**
TOTAL OPERATING REVENUE	**8,450**	**11,189**		**11,189**		**37,365**	**110,337**
OPERATING EXPENSE							
Supplies	20,952	20,952	17,053	(3,899)	122.86%		
Miscellaneous						1,633	1,633
TOTAL OPERATING EXPENSE	**20,952**	**20,952**	**17,053**	**(3,899)**	**122.86%**	**1,633**	**1,633**
OPERATING INCOME (LOSS)	**(12,502)**	**(9,763)**	**(17,053)**	**7,290**	**57.25%**	**35,732**	**108,704**
NON-OPERATING INCOME (EXPENSE)							
Intergovernmental							
Intergovernmental - Exp		(234)		(234)		(642)	(2,049)
Total Intergovernmental - net		(234)		(234)		(642)	(2,049)
TOTAL NON-OPERATING INCOME (EXPENSE)		**(234)**		**(234)**		**(642)**	**(2,049)**
INCOME (LOSS) BEFORE TRANSFERS	**(12,502)**	**(9,997)**	**(17,053)**	**7,056**	**58.62%**	**35,090**	**106,655**
CHANGE IN NET POSITION	**($12,502)**	**($9,997)**	**($17,053)**	**$7,056**	**58.62%**	**$35,090**	**$106,655**
CONTROL TOTALS							
Total Revenues	$8,450	$11,189		$11,189	0.00%	$37,365	$110,337
Total Expenditures	20,952	21,186	17,053	(4,133)	124.24%	2,275	3,682
Revenues less expenditures	(12,502)	(9,997)	(17,053)	(7,056)	58.62%	35,090	106,655

INTERIM STATEMENTS by Fund
213-National Opioid Settlement
For the Four Months Ending Friday, October 31, 2025

	FISCAL YEAR 2026			Variance with Amended Budget		PRIOR FYTD	
	Actual		Amended			10/31/2024	6/30/2025
	MTD	FYTD	Budget	$ Over / (Under)	%	Actual	Actual
FINES AND FORFEITURES							
National Opioid Settlement Payments	$2,875	$31,089		$31,089		$36,399	$43,198
TOTAL FINES AND FORFEITURES	**2,875**	**31,089**		**31,089**		**36,399**	**43,198**
TOTAL OPERATING REVENUE	**2,875**	**31,089**		**31,089**		**36,399**	**43,198**
OPERATING EXPENSE							
Supplies			176,878	176,878		5,880	5,880
TOTAL OPERATING EXPENSE			**176,878**	**176,878**		**5,880**	**5,880**
OPERATING INCOME (LOSS)	**2,875**	**31,089**	**(176,878)**	**207,967**	**(17.58%)**	**30,519**	**37,318**
Intergovernmental							
INCOME (LOSS) BEFORE TRANSFERS	**2,875**	**31,089**	**(176,878)**	**207,967**	**(17.58%)**	**30,519**	**37,318**
CHANGE IN NET POSITION	**$2,875**	**$31,089**	**($176,878)**	**$207,967**	**(17.58%)**	**$30,519**	**$37,318**
CONTROL TOTALS							
Total Revenues	$2,875	$31,089		$31,089	0.00%	$36,399	$43,198
Total Expenditures			176,878	176,878	0.00%	5,880	5,880
Revenues less expenditures	2,875	31,089	(176,878)	(207,967)	(17.58%)	30,519	37,318

INTERIM STATEMENTS by Fund
Community Development Block Grants
For the Four Months Ending Friday, October 31, 2025

	FISCAL YEAR 2026			Variance with Amended Budget		PRIOR FYTD	
	Actual		Amended			10/31/2024	6/30/2025
	MTD	FYTD	Budget	$ Over / (Under)	%	Actual	Actual
OPERATING EXPENSE							
Purchased or Contracted Services	$2,000	$10,000	$33,600	$23,600	29.76%	$10,000	$60,400
Capital Outlay:							
Property (Land and Buildings)		294,242	1,243,250	949,008	23.67%	499,950	1,603,483
Total Capital Outlay		294,242	1,243,250	949,008	23.67%	499,950	1,603,483
TOTAL OPERATING EXPENSE	**2,000**	**304,242**	**1,276,850**	**972,608**	**23.83%**	**509,950**	**1,663,883**
OPERATING INCOME (LOSS)	**(2,000)**	**(304,242)**	**(1,276,850)**	**972,608**	**23.83%**	**(509,950)**	**(1,663,883)**
NON-OPERATING INCOME (EXPENSE)							
Intergovernmental							
State Government Grants							
Direct (CDBG Grant Proceeds)		280,216	832,203	(551,987)	33.67%	199,617	929,360
Total State Government Grants		280,216	832,203	(551,987)	33.67%	199,617	929,360
Total Intergovernmental revenue		280,216	832,203	(551,987)	33.67%	199,617	929,360
Total Intergovernmental - net		280,216	832,203	(551,987)	33.67%	199,617	929,360
TOTAL NON-OPERATING INCOME (EXPENSE)		**280,216**	**832,203**	**(551,987)**	**33.67%**	**199,617**	**929,360**
INCOME (LOSS) BEFORE TRANSFERS	**(2,000)**	**(24,026)**	**(444,647)**	**420,621**	**5.40%**	**(310,333)**	**(734,523)**
TRANSFERS							
Transfers - in	2,000	41,500	444,647	(403,147)	9.33%	295,940	528,528
TOTAL TRANSFERS - NET	**2,000**	**41,500**	**444,647**	**(403,147)**	**9.33%**	**295,940**	**528,528**
CHANGE IN NET POSITION		**$17,474**		**$17,474**	**0.00%**	**($14,393)**	**($205,995)**
CONTROL TOTALS							
Total Revenues	$2,000	$321,716	$1,276,850	($955,134)	25.20%	$495,557	$1,457,888
Total Expenditures	2,000	304,242	1,276,850	972,608	23.83%	509,950	1,663,883
Revenues less expenditures		17,474		(17,474)	0.00%	(14,393)	(205,995)

INTERIM STATEMENTS by Fund

236-Community Development Block Grant 2023

For the Four Months Ending Friday, October 31, 2025

	FISCAL YEAR 2026			Variance with Amended Budget		PRIOR FYTD	
	Actual		Amended			10/31/2024	6/30/2025
	MTD	FYTD	Budget	$ Over / (Under)	%	Actual	Actual
OPERATING EXPENSE							
Purchased or Contracted Services						$6,000	$33,000
Capital Outlay:							
Property (Land and Buildings)						499,950	1,325,788
Total Capital Outlay						499,950	1,325,788
TOTAL OPERATING EXPENSE						**505,950**	**1,358,788**
OPERATING INCOME (LOSS)						**(505,950)**	**(1,358,788)**
NON-OPERATING INCOME (EXPENSE)							
Intergovernmental							
State Government Grants							
Direct (CDBG Grant Proceeds)						199,617	929,360
Total State Government Grants						199,617	929,360
Total Intergovernmental revenue						199,617	929,360
Total Intergovernmental - net						199,617	929,360
TOTAL NON-OPERATING INCOME (EXPENSE)						**199,617**	**929,360**
INCOME (LOSS) BEFORE TRANSFERS						**(306,333)**	**(429,428)**
TRANSFERS							
Transfers - in						295,940	431,428
TOTAL TRANSFERS - NET						**295,940**	**431,428**
CHANGE IN NET POSITION					**0.00%**	**($10,393)**	**$2,000**
CONTROL TOTALS							
Total Revenues					0.00%	$495,557	$1,360,788
Total Expenditures					0.00%	505,950	1,358,788
Revenues less expenditures					0.00%	(10,393)	2,000

INTERIM STATEMENTS by Fund

237-Community Development Block Grant 2024

For the Four Months Ending Friday, October 31, 2025

	FISCAL YEAR 2026			Variance with Amended Budget		PRIOR FYTD	
	Actual		Amended			10/31/2024	6/30/2025
	MTD	FYTD	Budget	$ Over / (Under)	%	Actual	Actual
OPERATING EXPENSE							
Purchased or Contracted Services	$2,000	$10,000	$33,600	$23,600	29.76%	$4,000	$27,400
Capital Outlay:							
Property (Land and Buildings)		294,242	1,243,250	949,008	23.67%		277,695
Total Capital Outlay		294,242	1,243,250	949,008	23.67%		277,695
TOTAL OPERATING EXPENSE	**2,000**	**304,242**	**1,276,850**	**972,608**	**23.83%**	**4,000**	**305,095**
OPERATING INCOME (LOSS)	**(2,000)**	**(304,242)**	**(1,276,850)**	**972,608**	**23.83%**	**(4,000)**	**(305,095)**
NON-OPERATING INCOME (EXPENSE)							
Intergovernmental							
State Government Grants							
Direct (CDBG Grant Proceeds)		280,216	832,203	(551,987)	33.67%		
Total State Government Grants		280,216	832,203	(551,987)	33.67%		
Total Intergovernmental revenue		280,216	832,203	(551,987)	33.67%		
Total Intergovernmental - net		280,216	832,203	(551,987)	33.67%		
TOTAL NON-OPERATING INCOME (EXPENSE)		**280,216**	**832,203**	**(551,987)**	**33.67%**		
INCOME (LOSS) BEFORE TRANSFERS	**(2,000)**	**(24,026)**	**(444,647)**	**420,621**	**5.40%**	**(4,000)**	**(305,095)**
TRANSFERS							
Transfers - in	2,000	41,500	444,647	(403,147)	9.33%		97,100
TOTAL TRANSFERS - NET	**2,000**	**41,500**	**444,647**	**(403,147)**	**9.33%**		**97,100**
CHANGE IN NET POSITION		**$17,474**		**$17,474**	**0.00%**	**($4,000)**	**($207,995)**
CONTROL TOTALS							
Total Revenues	$2,000	$321,716	$1,276,850	($955,134)	25.20%		$97,100
Total Expenditures	2,000	304,242	1,276,850	972,608	23.83%	4,000	305,095
Revenues less expenditures		17,474		(17,474)	0.00%	(4,000)	(207,995)

INTERIM STATEMENTS by Fund

234-ARPA American Rescue Plan Act

For the Four Months Ending Friday, October 31, 2025

	FISCAL YEAR 2026			Variance with Amended Budget		PRIOR FYTD	
	Actual		Amended			10/31/2024	6/30/2025
	MTD	FYTD	Budget	$ Over / (Under)	%	Actual	Actual
OPERATING EXPENSE							
Purchased or Contracted Services			$64,450	$64,450		$158,891	$199,399
Supplies						11,748	14,847
Capital Outlay:							
Property (Land and Buildings)	74,907	200,260	976,254	775,994	20.51%	441,320	1,465,629
Machinery and Equipment			141,524	141,524		97,220	423,888
Total Capital Outlay	74,907	200,260	1,117,778	917,518	17.92%	538,540	1,889,517
TOTAL OPERATING EXPENSE	**74,907**	**200,260**	**1,182,228**	**981,968**	**16.94%**	**709,179**	**2,103,763**
OPERATING INCOME (LOSS)	**(74,907)**	**(200,260)**	**(1,182,228)**	**981,968**	**16.94%**	**(709,179)**	**(2,103,763)**
NON-OPERATING INCOME (EXPENSE)							
Intergovernmental							
Federal Government Transfers (Non-Grant)							
America Rescue Plan (ARP) Act of 2021 Fiscal Recovery Funds	71,162	190,247	1,136,359	(946,112)	16.74%	609,420	2,091,568
Total Intergovernmental revenue	71,162	190,247	1,136,359	(946,112)	16.74%	609,420	2,091,568
Total Intergovernmental - net	71,162	190,247	1,136,359	(946,112)	16.74%	609,420	2,091,568
TOTAL NON-OPERATING INCOME (EXPENSE)	**71,162**	**190,247**	**1,136,359**	**(946,112)**	**16.74%**	**609,420**	**2,091,568**
INCOME (LOSS) BEFORE TRANSFERS	**(3,745)**	**(10,013)**	**(45,869)**	**35,856**	**21.83%**	**(99,759)**	**(12,195)**
CHANGE IN NET POSITION	**($3,745)**	**($10,013)**	**($45,869)**	**$35,856**	**21.83%**	**($99,759)**	**($12,195)**
CONTROL TOTALS							
Total Revenues	$71,162	$190,247	$1,136,359	($946,112)	16.74%	$609,420	$2,091,568
Total Expenditures	74,907	200,260	1,182,228	981,968	16.94%	709,178	2,103,763
Revenues less expenditures	(3,745)	(10,013)	(45,869)	(35,856)	21.83%	(99,758)	(12,195)
Difference					0.00%	($1)	

INTERIM STATEMENTS by Fund

251-Multiple Grant Fund

For the Four Months Ending Friday, October 31, 2025

	FISCAL YEAR 2026			Variance with Amended Budget		PRIOR FYTD	
	Actual		Amended			10/31/2024	6/30/2025
	MTD	FYTD	Budget	$ Over / (Under)	%	Actual	Actual
OPERATING EXPENSE							
Purchased or Contracted Services	$10	$40		($40)			$20
TOTAL OPERATING EXPENSE	**10**	**40**		**(40)**			**20**
OPERATING INCOME (LOSS)	**(10)**	**(40)**		**(40)**			**(20)**
NON-OPERATING INCOME (EXPENSE)							
Intergovernmental							
Interest Income							
Bank Account Interest	15	59		59		59	164
Total Interest/Investment Income	15	59		59		59	164
TOTAL NON-OPERATING INCOME (EXPENSE)	**15**	**59**		**59**		**59**	**164**
INCOME (LOSS) BEFORE TRANSFERS	**5**	**19**		**19**		**59**	**144**
CHANGE IN NET POSITION	**$5**	**$19**		**$19**	**0.00%**	**$59**	**$144**
CONTROL TOTALS							
Total Revenues	$15	$59		$59	0.00%	$59	$164
Total Expenditures	10	40		(40)	0.00%		20
Revenues less expenditures	5	19		(19)	0.00%	59	144

INTERIM STATEMENTS by Fund

254-FEMA Grants Fund

For the Four Months Ending Friday, October 31, 2025

	FISCAL YEAR 2026			Variance with		PRIOR FYTD	
	Actual		Amended	Amended Budget		10/31/2024	6/30/2025
	MTD	FYTD	Budget	$ Over / (Under)	%	Actual	Actual
OPERATING EXPENSE							
Purchased or Contracted Services						$760	$760
TOTAL OPERATING EXPENSE						**760**	**760**
OPERATING INCOME (LOSS)						**(760)**	**(760)**
NON-OPERATING INCOME (EXPENSE)							
Intergovernmental							
Federal Government Grants							
Operating - Categorical							
Indirect							1,466,221
Total Operating - Categorical							1,466,221
Total Federal Government Grants							1,466,221
Total Intergovernmental revenue							1,466,221
Total Intergovernmental - net							1,466,221
TOTAL NON-OPERATING INCOME (EXPENSE)							**1,466,221**
INCOME (LOSS) BEFORE TRANSFERS						**(760)**	**1,465,461**
CHANGE IN NET POSITION					**0.00%**	**($760)**	**$1,465,461**
CONTROL TOTALS							
Total Revenues					0.00%		$1,466,221
Total Expenditures					0.00%	760	760
Revenues less expenditures					0.00%	(760)	1,465,461

INTERIM STATEMENTS by Fund

271-Tax Allocation District (TAD #1)

For the Four Months Ending Friday, October 31, 2025

	FISCAL YEAR 2026			Variance with Amended Budget		PRIOR FYTD	
	Actual		Amended			10/31/2024	6/30/2025
	MTD	FYTD	Budget	$ Over / (Under)	%	Actual	Actual
TAXES							
Real property - current year	$3,536	$38,086	$384,000	($345,914)	9.92%	$6,917	$399,250
Total Taxes	3,536	38,086	384,000	345,914	9.92%	6,917	399,250
Total Taxes and Franchise taxes	3,536	38,086	384,000	345,914	9.92%	6,917	399,250
TOTAL TAXES	**3,536**	**38,086**	**384,000**	**(345,914)**	**9.92%**	**6,917**	**399,250**
TOTAL OPERATING REVENUE	**3,536**	**38,086**	**384,000**	**(345,914)**	**9.92%**	**6,917**	**399,250**
OPERATING EXPENSE							
Capital Outlay:							
Machinery and Equipment			121,900	121,900			
Total Capital Outlay			121,900	121,900			
TOTAL OPERATING EXPENSE			**121,900**	**121,900**			
OPERATING INCOME (LOSS)	**3,536**	**38,086**	**262,100**	**(224,014)**	**14.53%**	**6,917**	**399,250**
Intergovernmental							
INCOME (LOSS) BEFORE TRANSFERS	**3,536**	**38,086**	**262,100**	**(224,014)**	**14.53%**	**6,917**	**399,250**
TRANSFERS							
Transfers - out		(4,341)	(899,112)	894,771	0.48%	(209,980)	(223,460)
TOTAL TRANSFERS - NET		**(4,341)**	**(899,112)**	**894,771**	**0.48%**	**(209,980)**	**(223,460)**
CHANGE IN NET POSITION	**$3,536**	**$33,745**	**($637,012)**	**$670,757**	**(5.30%)**	**($203,063)**	**$175,790**
CONTROL TOTALS							
Total Revenues	$3,536	$38,086	$384,000	($345,914)	9.92%	$6,917	$399,250
Total Expenditures		4,341	1,021,012	1,016,671	0.43%	209,980	223,460
Revenues less expenditures	3,536	33,745	(637,012)	(670,757)	(5.30%)	(203,063)	175,790

INTERIM STATEMENTS by Fund

272-Tax Allocation District (TAD #2)

For the Four Months Ending Friday, October 31, 2025

	FISCAL YEAR 2026			Variance with Amended Budget		PRIOR FYTD	
	Actual		Amended			10/31/2024	6/30/2025
	MTD	FYTD	Budget	$ Over / (Under)	%	Actual	Actual
TAXES							
Real property - current year	$2,393	$9,905	$511,000	($501,095)	1.94%	$16,161	$531,342
Total Taxes	2,393	9,905	511,000	501,095	1.94%	16,161	531,342
Total Taxes and Franchise taxes	2,393	9,905	511,000	501,095	1.94%	16,161	531,342
TOTAL TAXES	**2,393**	**9,905**	**511,000**	**(501,095)**	**1.94%**	**16,161**	**531,342**
TOTAL OPERATING REVENUE	**2,393**	**9,905**	**511,000**	**(501,095)**	**1.94%**	**16,161**	**531,342**
OPERATING INCOME (LOSS)	**2,393**	**9,905**	**511,000**	**(501,095)**	**1.94%**	**16,161**	**531,342**
NON-OPERATING INCOME (EXPENSE)							
Intergovernmental Principal			(32,500)	32,500			(26,763)
Interest Expense			(26,820)	26,820			(27,890)
Total principal and interest expense			(59,320)	59,320			(54,653)
TOTAL NON-OPERATING INCOME (EXPENSE)			**(59,320)**	**59,320**			**(54,653)**
INCOME (LOSS) BEFORE TRANSFERS	**2,393**	**9,905**	**451,680**	**(441,775)**	**2.19%**	**16,161**	**476,689**
CHANGE IN NET POSITION	**$2,393**	**$9,905**	**$451,680**	**($441,775)**	**2.19%**	**$16,161**	**$476,689**
CONTROL TOTALS							
Total Revenues	$2,393	$9,905	$511,000	($501,095)	1.94%	$16,161	$531,342
Total Expenditures			59,320	59,320	0.00%		54,654
Revenues less expenditures	2,393	9,905	451,680	441,775	2.19%	16,161	476,688
Difference					0.00%		$1

INTERIM STATEMENTS by Fund
275-Hotel / Motel Tax Fund
For the Four Months Ending Friday, October 31, 2025

	FISCAL YEAR 2026			Variance with Amended Budget		PRIOR FYTD	
	Actual		Amended			10/31/2024	6/30/2025
	MTD	FYTD	Budget	$ Over / (Under)	%	Actual	Actual
TAXES							
Hotel/Motel	$17,954	$76,193	$170,000	($93,807)	44.82%	$45,278	$151,714
Total selective sales and use taxes	17,954	76,193	170,000	(93,807)	44.82%	45,278	151,714
TOTAL TAXES	**17,954**	**76,193**	**170,000**	**(93,807)**	**44.82%**	**45,278**	**151,714**
TOTAL OPERATING REVENUE	**17,954**	**76,193**	**170,000**	**(93,807)**	**44.82%**	**45,278**	**151,714**
OPERATING INCOME (LOSS)	**17,954**	**76,193**	**170,000**	**(93,807)**	**44.82%**	**45,278**	**151,714**
NON-OPERATING INCOME (EXPENSE)							
Intergovernmental							
Intergovernmental - Exp	(7,855)	(33,334)	(74,375)	41,041	44.82%	(19,809)	(66,375)
Total Intergovernmental - net	(7,855)	(33,334)	(74,375)	41,041	44.82%	(19,809)	(66,375)
TOTAL NON-OPERATING INCOME (EXPENSE)	**(7,855)**	**(33,334)**	**(74,375)**	**41,041**	**44.82%**	**(19,809)**	**(66,375)**
INCOME (LOSS) BEFORE TRANSFERS	**10,099**	**42,859**	**95,625**	**(52,766)**	**44.82%**	**25,469**	**85,339**
TRANSFERS							
Transfers - out	(10,099)	(42,859)	(95,625)	52,766	44.82%	(25,469)	(85,339)
TOTAL TRANSFERS - NET	**(10,099)**	**(42,859)**	**(95,625)**	**52,766**	**44.82%**	**(25,469)**	**(85,339)**
CONTROL TOTALS							
Total Revenues	$17,954	$76,193	$170,000	($93,807)	44.82%	$45,278	$151,714
Total Expenditures	17,954	76,193	170,000	93,807	44.82%	45,278	151,714

INTERIM STATEMENTS by Fund
282-Court Technology Fund
For the Four Months Ending Friday, October 31, 2025

	FISCAL YEAR 2026			Variance with Amended Budget		PRIOR FYTD	
	Actual		Amended			10/31/2024	6/30/2025
	MTD	FYTD	Budget	$ Over / (Under)	%	Actual	Actual
FINES AND FORFEITURES							
Court							
Fine Surcharge - Technology - Court	$1,786	$6,273	$20,000	($13,727)	31.37%	$8,298	$20,095
Total court revenues and fines	1,786	6,273	20,000	(13,727)	31.37%	8,298	20,095
TOTAL FINES AND FORFEITURES	**1,786**	**6,273**	**20,000**	**(13,727)**	**31.37%**	**8,298**	**20,095**
TOTAL OPERATING REVENUE	**1,786**	**6,273**	**20,000**	**(13,727)**	**31.37%**	**8,298**	**20,095**
OPERATING EXPENSE							
Purchased or Contracted Services	12,240	12,240	16,870	4,630	72.55%	3,780	3,780
Supplies			1,000	1,000			
TOTAL OPERATING EXPENSE	**12,240**	**12,240**	**17,870**	**5,630**	**68.49%**	**3,780**	**3,780**
OPERATING INCOME (LOSS)	**(10,454)**	**(5,967)**	**2,130**	**(8,097)**	**(280.14%)**	**4,518**	**16,315**
Intergovernmental							
INCOME (LOSS) BEFORE TRANSFERS	**(10,454)**	**(5,967)**	**2,130**	**(8,097)**	**(280.14%)**	**4,518**	**16,315**
CHANGE IN NET POSITION	**($10,454)**	**($5,967)**	**$2,130**	**($8,097)**	**(280.14%)**	**$4,518**	**$16,315**
CONTROL TOTALS							
Total Revenues	$1,786	$6,273	$20,000	($13,727)	31.37%	$8,298	$20,095
Total Expenditures	12,240	12,240	17,870	5,630	68.49%	3,780	3,780
Revenues less expenditures	(10,454)	(5,967)	2,130	8,097	(280.14%)	4,518	16,315

INTERIM STATEMENTS by Fund
321-SPLOST Fund 2016
For the Four Months Ending Friday, October 31, 2025

	FISCAL YEAR 2026			Variance with		PRIOR FYTD	
	Actual		Amended	Amended Budget		10/31/2024	6/30/2025
	MTD	FYTD	Budget	$ Over / (Under)	%	Actual	Actual
CHARGES FOR SERVICES							
General government:							
Fees - demolition recovery	$18,238	$19,989		$19,989		$26,298	$135,457
Total general government	18,238	19,989		(19,989)	0.00%	26,298	135,457
Utilities / enterprise charges and fees							
Sale of Recycled Materials							6,536
Total utilities / enterprise charges and fees							6,536
TOTAL CHARGES FOR SERVICES	**18,238**	**19,989**		**19,989**		**26,298**	**141,993**
TOTAL OPERATING REVENUE	**18,238**	**19,989**		**19,989**		**26,298**	**141,993**
OPERATING EXPENSE							
Purchased or Contracted Services	17,455	38,492		(38,492)		43,871	152,671
Supplies						603	603
Capital Outlay:							
Property (Land and Buildings)	41,092	65,221		(65,221)		390,649	3,308,206
Total Capital Outlay	41,092	65,221		(65,221)		390,649	3,308,206
TOTAL OPERATING EXPENSE	**58,547**	**103,713**		**(103,713)**		**435,123**	**3,461,480**
OPERATING INCOME (LOSS)	**(40,309)**	**(83,724)**		**(83,724)**		**(408,825)**	**(3,319,487)**
Intergovernmental							
INCOME (LOSS) BEFORE TRANSFERS	**(40,309)**	**(83,724)**		**(83,724)**		**(408,825)**	**(3,319,487)**
CHANGE IN NET POSITION	**($40,309)**	**($83,724)**		**($83,724)**	**0.00%**	**($408,825)**	**($3,319,487)**
CONTROL TOTALS							
Total Revenues	$18,238	$19,989		$19,989	0.00%	$26,298	$141,993
Total Expenditures	58,547	103,713		(103,713)	0.00%	435,122	3,461,480
Revenues less expenditures	(40,309)	(83,724)		83,724	0.00%	(408,824)	(3,319,487)
Difference					0.00%	($1)	

INTERIM STATEMENTS by Fund
335-Transportation SPLOST
For the Four Months Ending Friday, October 31, 2025

	FISCAL YEAR 2026			Variance with Amended Budget		PRIOR FYTD	
	Actual		Amended			10/31/2024	6/30/2025
	MTD	FYTD	Budget	$ Over / (Under)	%	Actual	Actual
OPERATING EXPENSE							
Purchased or Contracted Services	$1,830,390	$3,152,554	$508,456	($2,644,098)	620.02%	$23,916	$525,156
Capital Outlay:							
Property (Land and Buildings)	37,282	54,599	17,600,734	17,546,135	0.31%	56,884	335,228
Total Capital Outlay	37,282	54,599	17,600,734	17,546,135	0.31%	56,884	335,228
TOTAL OPERATING EXPENSE	**1,867,672**	**3,207,153**	**18,109,190**	**14,902,037**	**17.71%**	**80,800**	**860,384**
OPERATING INCOME (LOSS)	**(1,867,672)**	**(3,207,153)**	**(18,109,190)**	**14,902,037**	**17.71%**	**(80,800)**	**(860,384)**
NON-OPERATING INCOME (EXPENSE)							
Intergovernmental							
Transportation Special purpose local option sales and use taxes	406,423	1,682,425	3,727,500	(2,045,075)	45.14%	1,529,140	4,750,349
Total Intergovernmental revenue	406,423	1,682,425	3,727,500	(2,045,075)	45.14%	1,529,140	4,750,349
Total Intergovernmental - net	406,423	1,682,425	3,727,500	(2,045,075)	45.14%	1,529,140	4,750,349
TOTAL NON-OPERATING INCOME (EXPENSE)	**406,423**	**1,682,425**	**3,727,500**	**(2,045,075)**	**45.14%**	**1,529,140**	**4,750,349**
INCOME (LOSS) BEFORE TRANSFERS	**(1,461,249)**	**(1,524,728)**	**(14,381,690)**	**12,856,962**	**10.60%**	**1,448,340**	**3,889,965**
TRANSFERS							
Transfers - in			320,000	(320,000)			713,611
TOTAL TRANSFERS - NET			**320,000**	**(320,000)**			**713,611**
CHANGE IN NET POSITION	**($1,461,249)**	**($1,524,728)**	**($14,061,690)**	**$12,536,962**	**10.84%**	**$1,448,340**	**$4,603,576**
CONTROL TOTALS							
Total Revenues	$406,423	$1,682,425	$4,047,500	($2,365,075)	41.57%	$1,529,140	$5,463,960
Total Expenditures	1,867,672	3,207,153	18,109,190	14,902,037	17.71%	80,800	860,384
Revenues less expenditures	(1,461,249)	(1,524,728)	(14,061,690)	(12,536,962)	10.84%	1,448,340	4,603,576

INTERIM STATEMENTS by Fund
360-Urban Redevelopment Agency Fund
For the Four Months Ending Friday, October 31, 2025

	FISCAL YEAR 2026			Variance with Amended Budget		PRIOR FYTD	
	Actual		Amended			10/31/2024	6/30/2025
	MTD	FYTD	Budget	$ Over / (Under)	%	Actual	Actual
OPERATING EXPENSE							
Purchased or Contracted Services							$1,203
Capital Outlay:							
Property (Land and Buildings)	717,536	717,536	2,211,805	1,494,269	32.44%		2,351,992
Total Capital Outlay	717,536	717,536	2,211,805	1,494,269	32.44%		2,351,992
TOTAL OPERATING EXPENSE	**717,536**	**717,536**	**2,211,805**	**1,494,269**	**32.44%**		**2,353,195**
OPERATING INCOME (LOSS)	**(717,536)**	**(717,536)**	**(2,211,805)**	**1,494,269**	**32.44%**		**(2,353,195)**
NON-OPERATING INCOME (EXPENSE)							
Intergovernmental							
Interest Income							
Bank Account Interest	8,067	33,286		33,286		29,310	122,233
Total Interest/Investment Income	8,067	33,286		33,286		29,310	122,233
Principal		(140,000)		(140,000)			
Interest Expense		(103,857)		(103,857)			(81,477)
Total principal and interest expense		(243,857)		(243,857)			(81,477)
Gain (loss) on sale of capital assets							
Proceeds from Bond Issuance							4,565,000
Total gain (loss) on sale of capital assets							4,565,000
TOTAL NON-OPERATING INCOME (EXPENSE)	**8,067**	**(210,571)**		**(210,571)**		**29,310**	**4,605,756**
INCOME (LOSS) BEFORE TRANSFERS	**(709,469)**	**(928,107)**	**(2,211,805)**	**1,283,698**	**41.96%**	**29,310**	**2,252,561**
TRANSFERS							
Transfers - in		246,275		246,275			81,477
TOTAL TRANSFERS - NET		**246,275**		**246,275**			**81,477**
CHANGE IN NET POSITION	**($709,469)**	**($681,832)**	**($2,211,805)**	**$1,529,973**	**30.83%**	**$29,310**	**$2,334,038**
CONTROL TOTALS							
Total Revenues	$8,067	$279,561		$279,561	0.00%	$29,310	$4,768,710
Total Expenditures	717,536	961,393	2,211,805	1,250,412	43.47%		2,434,672
Revenues less expenditures	(709,469)	(681,832)	(2,211,805)	(1,529,973)	30.83%	29,310	2,334,038

INTERIM STATEMENTS by Fund
Agency / Permanent / Trust Funds
For the Four Months Ending Friday, October 31, 2025

	FISCAL YEAR 2026			Variance with Amended Budget		PRIOR FYTD	
	Actual		Amended			10/31/2024	6/30/2025
	MTD	FYTD	Budget	$ Over / (Under)	%	Actual	Actual
CHARGES FOR SERVICES							
Other charges for services							
Cemetery Opening/Closing Fee						$600	$1,500
Site Sales	25,300	48,900		48,900		24,750	108,700
Niche Engraving							150
Total other charges for services	25,300	48,900		48,900		25,350	110,350
TOTAL CHARGES FOR SERVICES	**25,300**	**48,900**		**48,900**		**25,350**	**110,350**
RENTS AND ROYALTIES							
Third-party Sales	75	135		135		60	480
TOTAL RENTS AND ROYALTIES	**75**	**135**		**135**		**60**	**480**
TOTAL OPERATING REVENUE	**25,375**	**49,035**		**49,035**		**25,410**	**110,830**
OPERATING EXPENSE							
Purchased or Contracted Services						430	2,361
Supplies							20,851
Property (Land and Buildings)						1,250	147,993
Capital Outlay - Reclass to Balance Sheet						(1,250)	(147,993)
TOTAL OPERATING EXPENSE						**430**	**23,212**
OPERATING INCOME (LOSS)	**25,375**	**49,035**		**49,035**		**24,980**	**87,618**
NON-OPERATING INCOME (EXPENSE)							
Intergovernmental							
Interest Income							
Bank Account Interest	850	6,138		6,138		8,365	22,715
Bank Account Interest	1,875	20,341		20,341		19,362	36,399
Dividends	11,054	46,658		46,658		143,927	214,701
Unrealized Gain/Loss on Investments	99,083	307,173		307,173		77,737	269,336
Total Interest/Investment Income	112,862	380,310		380,310		249,391	543,151
Contributions and donations							
Contributed Capital							2,800
Total contributions and donations							2,800
TOTAL NON-OPERATING INCOME (EXPENSE)	**112,862**	**380,310**		**380,310**		**249,391**	**545,951**
INCOME (LOSS) BEFORE TRANSFERS	**138,237**	**429,345**		**429,345**		**274,371**	**633,569**
CHANGE IN NET POSITION	**$138,237**	**$429,345**		**$429,345**	**0.00%**	**$274,371**	**$633,569**
CONTROL TOTALS							
Total Revenues	$138,237	$429,345		$429,345	0.00%	$274,802	$656,781
Total Expenditures					0.00%	430	23,211
Revenues less expenditures	138,237	429,345		(429,345)	0.00%	274,372	633,570
Difference					0.00%	($1)	($1)

INTERIM STATEMENTS by Fund
791-Cemetery Trust Fund
For the Four Months Ending Friday, October 31, 2025

	FISCAL YEAR 2026			Variance with Amended Budget		PRIOR FYTD	
	Actual		Amended			10/31/2024	6/30/2025
	MTD	FYTD	Budget	$ Over / (Under)	%	Actual	Actual
CHARGES FOR SERVICES							
Other charges for services							
Cemetery Opening/Closing Fee						$600	$1,500
Site Sales	25,300	48,900		48,900		24,750	108,700
Niche Engraving							150
Total other charges for services	25,300	48,900		48,900		25,350	110,350
TOTAL CHARGES FOR SERVICES	**25,300**	**48,900**		**48,900**		**25,350**	**110,350**
RENTS AND ROYALTIES							
Third-party Sales	75	135		135		60	480
TOTAL RENTS AND ROYALTIES	**75**	**135**		**135**		**60**	**480**
TOTAL OPERATING REVENUE	**25,375**	**49,035**		**49,035**		**25,410**	**110,830**
OPERATING EXPENSE							
Purchased or Contracted Services						251	1,381
Supplies							20,851
Property (Land and Buildings)						1,250	147,993
Capital Outlay - Reclass to Balance Sheet						(1,250)	(147,993)
TOTAL OPERATING EXPENSE						**251**	**22,232**
OPERATING INCOME (LOSS)	**25,375**	**49,035**		**49,035**		**25,159**	**88,598**
NON-OPERATING INCOME (EXPENSE)							
Intergovernmental							
Interest Income							
Dividends	11,054	46,658		46,658		143,927	214,701
Unrealized Gain/Loss on Investments	95,470	302,919		302,919		77,060	258,817
Total Interest/Investment Income	106,524	349,577		349,577		220,987	473,518
Contributions and donations							
Contributed Capital							2,800
Total contributions and donations							2,800
TOTAL NON-OPERATING INCOME (EXPENSE)	**106,524**	**349,577**		**349,577**		**220,987**	**476,318**
INCOME (LOSS) BEFORE TRANSFERS	**131,899**	**398,612**		**398,612**		**246,146**	**564,916**
CHANGE IN NET POSITION	**$131,899**	**$398,612**		**$398,612**	**0.00%**	**$246,146**	**$564,916**
CONTROL TOTALS							
Total Revenues	$131,899	$398,611		$398,611	0.00%	$246,397	$587,148
Total Expenditures					0.00%	251	22,231
Revenues less expenditures	131,899	398,611		(398,611)	0.00%	246,146	564,917
Difference		$1		($1)	0.00%		($1)

INTERIM STATEMENTS by Fund
792-Mausoleum Trust Fund
For the Four Months Ending Friday, October 31, 2025

	FISCAL YEAR 2026			Variance with Amended Budget		PRIOR FYTD	
	Actual		Amended			10/31/2024	6/30/2025
	MTD	FYTD	Budget	$ Over / (Under)	%	Actual	Actual
OPERATING EXPENSE							
Purchased or Contracted Services						$75	$356
TOTAL OPERATING EXPENSE						**75**	**356**
OPERATING INCOME (LOSS)						**(75)**	**(356)**
NON-OPERATING INCOME (EXPENSE)							
Intergovernmental							
Interest Income							
Bank Account Interest	850	6,138		6,138		8,365	22,715
Unrealized Gain/Loss on Investments	1,898	5,815		5,815		606	(2,131)
Total Interest/Investment Income	2,748	11,953		11,953		8,971	20,584
TOTAL NON-OPERATING INCOME (EXPENSE)	**2,748**	**11,953**		**11,953**		**8,971**	**20,584**
INCOME (LOSS) BEFORE TRANSFERS	**2,748**	**11,953**		**11,953**		**8,896**	**20,228**
CHANGE IN NET POSITION	**$2,748**	**$11,953**		**$11,953**	**0.00%**	**$8,896**	**$20,228**
CONTROL TOTALS							
Total Revenues	$2,747	$11,953		$11,953	0.00%	$8,971	$20,584
Total Expenditures					0.00%	75	356
Revenues less expenditures	2,747	11,953		(11,953)	0.00%	8,896	20,228
Difference	$1				0.00%		

INTERIM STATEMENTS by Fund

793-Light Water Sewer (LWS) Emergency Trust Fund

For the Four Months Ending Friday, October 31, 2025

	FISCAL YEAR 2026			Variance with Amended Budget		PRIOR FYTD	
	Actual		Amended			10/31/2024	6/30/2025
	MTD	FYTD	Budget	$ Over / (Under)	%	Actual	Actual
OPERATING EXPENSE							
Purchased or Contracted Services						$103	$624
TOTAL OPERATING EXPENSE						**103**	**624**
OPERATING INCOME (LOSS)						**(103)**	**(624)**
NON-OPERATING INCOME (EXPENSE)							
Intergovernmental							
Interest Income							
Bank Account Interest	1,875	20,341		20,341		19,362	36,399
Unrealized Gain/Loss on Investments	1,715	(1,560)		(1,560)		71	12,649
Total Interest/Investment Income	3,590	18,781		18,781		19,433	49,048
TOTAL NON-OPERATING INCOME (EXPENSE)	**3,590**	**18,781**		**18,781**		**19,433**	**49,048**
INCOME (LOSS) BEFORE TRANSFERS	**3,590**	**18,781**		**18,781**		**19,330**	**48,424**
CHANGE IN NET POSITION	**$3,590**	**$18,781**		**$18,781**	**0.00%**	**$19,330**	**$48,424**
CONTROL TOTALS							
Total Revenues	$3,590	$18,781		$18,781	0.00%	$19,433	$49,049
Total Expenditures					0.00%	103	624
Revenues less expenditures	3,590	18,781		(18,781)	0.00%	19,330	48,425
Difference					0.00%		($1)

	FISCAL YEAR 2026			Variance with		PRIOR FYTD	
	Actual		Amended	Amended Budget		10/31/2024	6/30/2025
	MTD	FYTD	Budget	$ Over / (Under)	%	Actual	Actual
OPERATING REVENUE							
LICENSE AND PERMITS							
Non-business licenses and permits:							
Building and signs:							
Other permits		$450		$450			
Total building and sign permits		450		450			
Total non-business licenses and permits		450		450			
TOTAL LICENSES AND PERMITS		**450**		**450**			
CHARGES FOR SERVICES							
General government:							
Motor pool charges	74,920	361,065	1,383,050	(1,021,985)	26.11%	415,145	1,117,603
Total general government	74,920	361,065	1,383,050	1,021,985	26.11%	415,145	1,117,603
Utilities / enterprise charges and fees							
Fees - Collection - Residential	260,852	1,034,775	2,981,462	(1,946,687)	34.71%	771,444	2,984,299
Fees - Collection - Commercial	116,654	467,310	1,325,000	(857,690)	35.27%	352,665	1,344,644
Fees - Transfer Station	194,944	775,339	1,945,000	(1,169,661)	39.86%	644,986	2,065,934
Fees - Special Handling	2,230	8,285	20,000	(11,715)	41.43%	6,160	21,163
Fees - Rolloff Containers	100,922	328,395	800,000	(471,605)	41.05%	226,800	705,350
Fees - Yard Waste Disposal	77,964	310,401	947,000	(636,599)	32.78%	231,908	895,956
Fees - Yard Waste Special Handling		(7)		(7)		(11)	(55)
Sale of Recycled Materials	4,417	19,177	5,000	14,177	383.54%	9,459	43,901
Permit Fees - Commercial Hauler	100	800	4,000	(3,200)	20.00%	900	3,100
Fees - Landfill Use	234,488	897,931	2,563,000	(1,665,069)	35.03%	969,265	2,598,233
Recycling Fees Sort Line			150,000	(150,000)			
Water Institutional			215,000	(215,000)		87,216	247,083
Fees - Water Industrial	27,924	115,992	316,000	(200,008)	36.71%	98,015	318,091
Fees - Water Residential	377,223	1,526,229	4,580,000	(3,053,771)	33.32%	1,183,560	4,434,579
Fees - Water Commercial	162,517	650,749	1,435,000	(784,251)	45.35%	336,097	1,421,796
Pass-Thru Water Spalding County	(451,586)	(1,423,092)	(5,521,000)	4,097,908	25.78%	(1,609,166)	(6,481,897)
Fees - Fire Hydrant Water		4,821	40,000	(35,179)	12.05%	20,400	44,444
Fees - Water Lock Cut	400	1,525	1,500	25	101.67%	950	2,000
Bulk Water - Spalding County	1,010,198	4,000,969	11,835,000	(7,834,031)	33.81%	3,071,255	10,927,417
Bulk Water - Williamson	9,957	34,335	100,000	(65,665)	34.34%	42,987	90,307
Bulk Water - Zebulon	38,647	140,049	506,000	(365,951)	27.68%	148,479	482,895
Bulk Water - Butts County	2,887	11,883	43,000	(31,117)	27.63%	10,554	34,343
Bulk Water - Coweta County	513,000	2,069,100	6,248,800	(4,179,700)	33.11%	1,845,750	6,251,405
Bulk Water - Barnesville		17		17		15	44
Bulk Water - City of Concord	5	2,736	2,500	236	109.44%	1,705	6,354
Bulk Water - Pike Co Water & Sewerage Authority		2,037	10,000	(7,963)	20.37%		2,243
Bulk Water - Hampton	1,000	13,000		13,000			
Fees - Water Tap							2,220
Fees - Water Irrigation	14,244	57,021	450,000	(392,979)	12.67%	170,383	368,708
Fees - Meter Install		6,080	28,560	(22,480)	21.29%	10,380	43,251
Fees - Commercial Broken Pipe	734	2,941		2,941		1,125	7,359
Sewer Flat - Industrial	28,428	115,160	363,000	(247,840)	31.72%	109,305	333,381
Sewer Flat - Residential	513,003	2,066,928	6,301,000	(4,234,072)	32.80%	1,617,464	6,096,668
Sewer Flat - Commercial	299,814	1,158,374	2,975,000	(1,816,626)	38.94%	841,160	2,971,387
Sewer Tap Fee	2,325	11,525	23,000	(11,475)	50.11%		13,800
Wastewater Capacity Recovery Fee	2,325	730,561		730,561			21,000
Water Capacity Recovery Fee		32,300		32,300			3,600
Stormwater - Residential Upper Tier	39,549	158,096	475,068	(316,972)	33.28%	111,469	439,526

	FISCAL YEAR 2026			Variance with Amended Budget		PRIOR FYTD	
	Actual		Amended			10/31/2024	6/30/2025
	MTD	FYTD	Budget	$ Over / (Under)	%	Actual	Actual
Stormwater - Residential Lower Tier	18,701	74,460	223,452	(148,992)	33.32%	62,218	231,568
Stormwater - Commercial Fees	190,959	763,291	2,345,669	(1,582,378)	32.54%	605,802	2,225,447
Sewer - Sun City	142,464	567,344	1,570,000	(1,002,656)	36.14%	373,816	1,610,850
Sewer - Greyson Parc	18,088	72,844	205,000	(132,156)	35.53%	44,177	196,729
Pass-Thru - Sewer	(150,650)	(306,468)		(306,468)			
Fees - Electric Residential Service	1,599,355	8,124,422	21,200,000	(13,075,578)	38.32%	6,576,339	20,170,109
Fees - Electric Commercial Service	1,707,501	7,323,705	20,721,217	(13,397,512)	35.34%	6,049,172	19,799,813
Fees - Electric Industrial Service	769,221	3,118,226	8,700,000	(5,581,774)	35.84%	2,679,877	8,699,620
Fees - Electric Fuel Adjustment	712,999	3,197,116	8,700,000	(5,502,884)	36.75%	2,663,372	8,391,570
Fees - Electric Temporary Service	200	650	2,000	(1,350)	32.50%	1,000	1,850
Fees - Pole Rental Current Year			301,000	(301,000)		450	276,077
ECCR Adjustment	134,529	603,244	1,600,083	(996,839)	37.70%	502,522	1,597,396
Telecom - Telephone Revenue	3,172	12,036	21,705	(9,669)	55.45%	8,002	30,080
Telecom - Telephone Internal Customer Fees	5,347	21,386	78,354	(56,968)	27.29%	18,106	63,009
Total utilities / enterprise charges and fees	8,737,051	38,903,998	106,836,370	(67,932,372)	36.41%	30,897,532	102,038,647
Other / enterprise charges and fees							
Green Fees	24,554	110,260	260,000	(149,740)	42.41%	88,259	239,942
Handicap Fees	35	105	1,225	(1,120)	8.57%	210	1,085
Golf Cart Rentals	33,121	165,542	360,000	(194,458)	45.98%	147,393	382,254
Merchandise Sales	2,593	11,673	30,000	(18,327)	38.91%	7,460	30,161
Driving Range Fees	3,525	15,496	32,500	(17,004)	47.68%	12,056	36,090
Membership Fees	7,540	30,990	45,000	(14,010)	68.87%	13,300	52,045
Food & Beverage	3,414	19,000	40,000	(21,000)	47.50%	17,311	43,618
Beer Sales	2,049	8,634	18,000	(9,366)	47.97%	7,370	18,673
Pull Cart Rentals	8	16	1,700	(1,684)	0.94%	594	1,174
Tournament Fees	6,042	20,981	40,000	(19,019)	52.45%	18,934	38,511
Golf Balls	3,777	17,366	28,000	(10,634)	62.02%	12,410	39,024
Fiber Fees	52,441	203,546	642,154	(438,608)	31.70%	163,150	626,105
Fiber Fees - Internal Customer Fees	41,451	165,217	480,541	(315,324)	34.38%	139,985	483,518
Total other / enterprise charges and fees	180,550	768,826	1,979,120	(1,210,294)	38.85%	628,432	1,992,200
Other fees							
General Fund-Customer Service -Charges for Serv- -	63,756	254,507	820,000	(565,493)	31.04%	199,565	760,168
Landfill Capital Surcharge Fee	6,452	24,344	70,000	(45,656)	34.78%	25,171	70,069
Landfill Closure Surcharge Fee	6,452	24,344	70,000	(45,656)	34.78%	25,171	70,075
Container Fees	3,900	15,240	48,000	(32,760)	31.75%	15,060	44,040
Pole Installation	483	483	5,000	(4,517)	9.66%		6,232
After Hours Service Fee	2,225	7,300	20,000	(12,700)	36.50%	10,244	23,068
Connection Fees	20,100	83,640	225,000	(141,360)	37.17%	83,575	241,305
Surge Protection Fees	386	1,550	5,000	(3,450)	31.00%	1,279	4,774
Reconnect Fees	20,310	79,670	205,000	(125,330)	38.86%	63,175	182,085
Underground Trenching	2,230	22,992	30,000	(7,008)	76.64%	12,483	41,121
Credit Card Fees							(30)
Power Resoration Aid			55,000	(55,000)		96,150	308,357
Total other fees	126,294	514,070	1,553,000	(1,038,930)	33.10%	531,873	1,751,264
Culture and recreation							
Still Branch WTP Gate Receipts		544	5,100	(4,556)	10.67%	2,435	6,301
Total culture and recreation		544	5,100	(4,556)	10.67%	2,435	6,301
Other charges for services							

	FISCAL YEAR 2026			Variance with Amended Budget		PRIOR FYTD	
	Actual		Amended			10/31/2024	6/30/2025
	MTD	FYTD	Budget	$ Over / (Under)	%	Actual	Actual
Returned Check Fees	3,115	13,750	35,000	(21,250)	39.29%	10,920	30,975
Delinquent Penalties	161,391	588,749	1,675,000	(1,086,251)	35.15%	633,031	1,636,028
Total other charges for services	164,506	602,499	1,710,000	(1,107,501)	35.23%	643,951	1,667,003
TOTAL CHARGES FOR SERVICES	**9,283,321**	**41,151,002**	**113,466,640**	**(72,315,638)**	**36.27%**	**33,119,368**	**108,573,018**
RENTS AND ROYALTIES							
Water Tower	7,143	26,801	80,910	(54,109)	33.12%	17,338	73,841
Sale of Excess Capacity	1,391	15,157	100,000	(84,843)	15.16%	10,436	94,702
Third-party Sales	64,341	318,607	585,500	(266,893)	54.42%	323,580	839,526
Equipment Rental Fees	1,324	5,804	15,173	(9,369)	38.25%	5,058	15,661
MEAG Refunding Flexible Operating	1,392	15,157		15,157		10,436	94,703
MEAG Year End Settlement		3,355,432	850,000	2,505,432	394.76%	1,249,539	1,249,539
Settlements from Insurance Claims	77,102	89,625		89,625		3,444	12,564
Settlements from Insurance Claims	260,825	342,974	83,849	259,125	409.04%		288,065
Cash Over/Short	(8)	(4,497)		(4,497)		(396)	(491)
Misc Revenue	146,083	339,179	925,187	(586,008)	36.66%	276,702	1,337,052
TOTAL RENTS AND ROYALTIES	**559,593**	**4,504,239**	**2,640,619**	**1,863,620**	**170.58%**	**1,896,137**	**4,005,162**
TOTAL OPERATING REVENUE	**9,842,914**	**45,655,691**	**116,107,259**	**(70,451,568)**	**39.32%**	**35,015,505**	**112,578,180**
OPERATING EXPENSE							
Personal Services and Employee Benefits:							
Salaries and Wages	865,120	3,448,305	12,737,601	9,289,296	27.07%	3,307,223	11,205,863
Employee Benefits	277,338	1,236,632	5,527,438	4,290,806	22.37%	1,160,698	3,476,579
Allocated Payroll Costs	26,893	107,571	322,713	215,142	33.33%	93,807	281,422
Total Personal Services and Employee Benefits	1,169,351	4,792,508	18,587,752	13,795,244	25.78%	4,561,728	14,963,864
Purchased or Contracted Services	1,287,256	3,870,568	15,434,023	11,563,455	25.08%	3,201,846	12,019,973
Utilities:							
Water/Sewerage	14,041	57,831	176,950	119,119	32.68%	68,416	193,473
Natural Gas	1,073	3,546	29,900	26,354	11.86%	3,611	18,367
Electricity	174,215	760,427	2,601,040	1,840,613	29.24%	762,292	2,263,815
Propane	30	30	100,860	100,830	0.03%		44,262
Gasoline	63,778	203,584	837,461	633,877	24.31%	207,866	732,141
Stormwater	3,443	13,770	41,558	27,788	33.13%	12,822	39,982
Customer Service Fee	186	735	2,436	1,701	30.17%	770	2,331
Total Utilities	256,766	1,039,923	3,790,205	2,750,282	27.44%	1,055,777	3,294,371
Supplies	405,651	948,062	4,972,644	4,024,582	19.07%	849,080	3,691,819
Electricity for Resale	3,297,630	14,715,633	42,665,126	27,949,493	34.49%	14,821,693	42,504,925
Capital Outlay:							
Property (Land and Buildings)	248,670	762,378	10,165,310	9,402,932	7.50%	1,784,616	4,028,813
Machinery and Equipment		44,693	2,693,616	2,648,923	1.66%	508,880	1,591,009
Capital Outlay - Reclass to Balance Sheet	(519,535)	(1,075,538)		1,075,538		(2,293,495)	(5,619,822)
Total Capital Outlay	(270,865)	(268,467)	12,858,926	13,127,393	(2.09%)	1	
Depreciation Expense	711,020	2,848,628	7,428,870	4,580,242	38.35%	2,645,993	7,907,016
Bad Debt		59,092	359,000	299,908	16.46%	205,872	205,872
Inter-Departmental Charges	529,452	2,341,566	4,442,352	2,100,786	52.71%	2,166,079	6,659,642
Miscellaneous			88,551	88,551		14	29,693
TOTAL OPERATING EXPENSE	**7,386,261**	**30,347,513**	**110,627,449**	**80,279,936**	**27.43%**	**29,508,083**	**91,277,175**
OPERATING INCOME (LOSS)	**2,456,653**	**15,308,178**	**5,479,810**	**9,828,368**	**279.36%**	**5,507,422**	**21,301,005**
NON-OPERATING INCOME (EXPENSE)							
Intergovernmental							

INTERIM STATEMENTS by Fund

Business-Type Activities

For the Four Months Ending Friday, October 31, 2025

	FISCAL YEAR 2026			Variance with Amended Budget		PRIOR FYTD	
	Actual		Amended			10/31/2024	6/30/2025
	MTD	FYTD	Budget	$ Over / (Under)	%	Actual	Actual
Federal Government Grants							
Operating - Categorical							
Indirect			123,117	(123,117)			
Total Operating - Categorical			123,117	(123,117)			
Capital							
Direct						328,500	328,500
Net Capital						328,500	328,500
Total Federal Government Grants			123,117	(123,117)		328,500	328,500
State Government Grants							
Operating - Categorical							
Direct							
Miscellaneous State Grant			18,548	(18,548)			
Total Direct			18,548	18,548			
Total Operating - Categorical			18,548	(18,548)			
Capital							
Direct (CDBG Grant Proceeds)			16,416	(16,416)			
Total Capital						328,500	328,500
Total State Government Grants			34,964	(34,964)			
Total Intergovernmental revenue			158,081	(158,081)		328,500	328,500
Intergovernmental - Exp			(76,000)	76,000		(23,923)	(95,945)
Total Intergovernmental - net			82,081	(82,081)		304,577	232,555
Interest Income							
Bank Account Interest	227	907		907		907	2,722
Bank Account Interest	15,741	155,776		155,776		179,718	476,479
Dividends	145,101	540,553		540,553		705,605	1,733,153
P-Card Rebate Program		10,743		10,743		7,663	7,663
Unrealized Gain/Loss on Investments	57,672	305,707		305,707		197,177	517,464
Total Interest/Investment Income	218,741	1,013,686		1,013,686		1,091,070	2,737,481
Principal			(8,287,948)	8,287,948			
Interest Expense	(56,654)	(498,710)	(1,200,771)	702,061	41.53%	(570,742)	(1,319,762)
Total principal and interest expense	(56,654)	(498,710)	(9,488,719)	8,990,009	5.26%	(570,742)	(1,319,762)
Contributions and donations							
Contributions & Donations							10,000
GMA Safety Grant							5,879
Total contributions and donations							15,879
Gain (loss) on sale of capital assets							
Gain / Loss on Sale of Assets						29,100	29,100
GMA Lease Proceeds	339,489	339,489	340,000	(511)	99.85%		
Total gain (loss) on sale of capital assets	339,489	339,489	340,000	(511)	99.85%	29,100	29,100
TOTAL NON-OPERATING INCOME (EXPENSE)	**501,576**	**854,465**	**(9,066,638)**	**9,921,103**	**(9.42%)**	**854,005**	**1,695,253**
INCOME (LOSS) BEFORE TRANSFERS	**2,958,229**	**16,162,643**	**(3,586,828)**	**19,749,471**	**(450.61%)**	**6,361,427**	**22,996,258**
TRANSFERS							
Transfers - in	63,778	255,112	765,336	(510,224)	33.33%	339,927	1,237,611
Transfers - out	(1,029,659)	(4,152,134)	(13,430,665)	9,278,531	30.92%	(4,599,145)	(13,048,643)
TOTAL TRANSFERS - NET	**(965,881)**	**(3,897,022)**	**(12,665,329)**	**8,768,307**	**30.77%**	**(4,259,218)**	**(11,811,032)**

INTERIM STATEMENTS by Fund
Business-Type Activities
For the Four Months Ending Friday, October 31, 2025

	FISCAL YEAR 2026			Variance with Amended Budget		PRIOR FYTD	
	Actual		Amended			10/31/2024	6/30/2025
	MTD	FYTD	Budget	$ Over / (Under)	%	Actual	Actual
CHANGE IN NET POSITION	**$1,992,348**	**$12,265,621**	**($16,252,157)**	**$28,517,778**	**(75.47%)**	**$2,102,209**	**$11,185,226**
CONTROL TOTALS							
Total Revenues	$10,464,918	$47,263,980	$117,370,677	($70,106,697)	40.27%	$36,804,098	$116,926,753
Total Expenditures	8,472,569	34,998,356	133,622,832	98,624,476	26.19%	34,701,891	105,741,527
Revenues less expenditures	1,992,349	12,265,624	(16,252,155)	(28,517,779)	(75.47%)	2,102,207	11,185,226
Difference	($1)	($3)	($2)	$1	150.00%	$2	

	FISCAL YEAR 2026			Variance with		PRIOR FYTD	
	Actual		Amended	Amended Budget		10/31/2024	6/30/2025
	MTD	FYTD	Budget	$ Over / (Under)	%	Actual	Actual
OPERATING REVENUE							
LICENSE AND PERMITS							
Non-business licenses and permits:							
Building and signs:							
Other permits		$450		$450			
Total building and sign permits		450		450			
Total non-business licenses and permits		450		450			
TOTAL LICENSES AND PERMITS		**450**		**450**			
CHARGES FOR SERVICES							
Utilities / enterprise charges and fees							
Fees - Collection - Residential	260,852	1,034,775	2,981,462	(1,946,687)	34.71%	771,444	2,984,299
Fees - Collection - Commercial	116,654	467,310	1,325,000	(857,690)	35.27%	352,665	1,344,644
Fees - Transfer Station	194,944	775,339	1,945,000	(1,169,661)	39.86%	644,986	2,065,934
Fees - Special Handling	2,230	8,285	20,000	(11,715)	41.43%	6,160	21,163
Fees - Rolloff Containers	100,922	328,395	800,000	(471,605)	41.05%	226,800	705,350
Fees - Yard Waste Disposal	77,964	310,401	947,000	(636,599)	32.78%	231,908	895,956
Fees - Yard Waste Special Handling		(7)		(7)		(11)	(55)
Sale of Recycled Materials	4,417	17,937	5,000	12,937	358.74%	9,459	41,576
Permit Fees - Commercial Hauler	100	800	4,000	(3,200)	20.00%	900	3,100
Fees - Landfill Use	234,488	897,931	2,563,000	(1,665,069)	35.03%	969,265	2,598,233
Recycling Fees Sort Line			150,000	(150,000)			
Water Institutional			215,000	(215,000)		87,216	247,083
Fees - Water Industrial	27,924	115,992	316,000	(200,008)	36.71%	98,015	318,091
Fees - Water Residential	377,223	1,526,229	4,580,000	(3,053,771)	33.32%	1,183,560	4,434,579
Fees - Water Commercial	162,517	650,749	1,435,000	(784,251)	45.35%	336,097	1,421,796
Pass-Thru Water Spalding County	(451,586)	(1,423,092)	(5,521,000)	4,097,908	25.78%	(1,609,166)	(6,481,897)
Fees - Fire Hydrant Water		4,821	40,000	(35,179)	12.05%	20,400	44,444
Fees - Water Lock Cut	400	1,525	1,500	25	101.67%	950	2,000
Bulk Water - Spalding County	1,010,198	4,000,969	11,835,000	(7,834,031)	33.81%	3,071,255	10,927,417
Bulk Water - Williamson	9,957	34,335	100,000	(65,665)	34.34%	42,987	90,307
Bulk Water - Zebulon	38,647	140,049	506,000	(365,951)	27.68%	148,479	482,895
Bulk Water - Butts County	2,887	11,883	43,000	(31,117)	27.63%	10,554	34,343
Bulk Water - Coweta County	513,000	2,069,100	6,248,800	(4,179,700)	33.11%	1,845,750	6,251,405
Bulk Water - Barnesville		17		17		15	44
Bulk Water - City of Concord	5	2,736	2,500	236	109.44%	1,705	6,354
Bulk Water - Pike Co Water & Sewerage Authority		2,037	10,000	(7,963)	20.37%		2,243
Bulk Water - Hampton	1,000	13,000		13,000			
Fees - Water Tap							2,220
Fees - Water Irrigation	14,244	57,021	450,000	(392,979)	12.67%	170,383	368,708
Fees - Meter Install		6,080	28,560	(22,480)	21.29%	10,380	43,251
Fees - Commercial Broken Pipe	734	2,941		2,941		1,125	7,359
Sewer Flat - Industrial	28,428	115,160	363,000	(247,840)	31.72%	109,305	333,381
Sewer Flat - Residential	513,003	2,066,928	6,301,000	(4,234,072)	32.80%	1,617,464	6,096,668
Sewer Flat - Commercial	299,814	1,158,374	2,975,000	(1,816,626)	38.94%	841,160	2,971,387
Sewer Tap Fee	2,325	11,525	23,000	(11,475)	50.11%		13,800
Wastewater Capacity Recovery Fee	2,325	730,561		730,561			21,000
Water Capacity Recovery Fee		32,300		32,300			3,600
Stormwater - Residential Upper Tier	39,549	158,096	475,068	(316,972)	33.28%	111,469	439,526
Stormwater - Residential Lower Tier	18,701	74,460	223,452	(148,992)	33.32%	62,218	231,568
Stormwater - Commercial Fees	190,959	763,291	2,345,669	(1,582,378)	32.54%	605,802	2,225,447

	FISCAL YEAR 2026			Variance with		PRIOR FYTD	
	Actual		Amended	Amended Budget		10/31/2024	6/30/2025
	MTD	FYTD	Budget	$ Over / (Under)	%	Actual	Actual
Sewer - Sun City	142,464	567,344	1,570,000	(1,002,656)	36.14%	373,816	1,610,850
Sewer - Greyson Parc	18,088	72,844	205,000	(132,156)	35.53%	44,177	196,729
Pass-Thru - Sewer	(150,650)	(306,468)		(306,468)			
Fees - Electric Residential Service	1,599,355	8,124,422	21,200,000	(13,075,578)	38.32%	6,576,339	20,170,109
Fees - Electric Commercial Service	1,707,501	7,323,705	20,721,217	(13,397,512)	35.34%	6,049,172	19,799,813
Fees - Electric Industrial Service	769,221	3,118,226	8,700,000	(5,581,774)	35.84%	2,679,877	8,699,620
Fees - Electric Fuel Adjustment	712,999	3,197,116	8,700,000	(5,502,884)	36.75%	2,663,372	8,391,570
Fees - Electric Temporary Service	200	650	2,000	(1,350)	32.50%	1,000	1,850
Fees - Pole Rental Current Year			301,000	(301,000)		450	276,077
ECCR Adjustment	134,529	603,244	1,600,083	(996,839)	37.70%	502,522	1,597,396
Telecom - Telephone Revenue	3,172	12,036	21,705	(9,669)	55.45%	8,002	30,080
Telecom - Telephone Internal Customer Fees	5,347	21,386	78,354	(56,968)	27.29%	18,106	63,009
Total utilities / enterprise charges and fees	8,737,051	38,902,758	106,836,370	(67,933,612)	36.41%	30,897,532	102,036,322
Other / enterprise charges and fees							
Green Fees	24,554	110,260	260,000	(149,740)	42.41%	88,259	239,942
Handicap Fees	35	105	1,225	(1,120)	8.57%	210	1,085
Golf Cart Rentals	33,121	165,542	360,000	(194,458)	45.98%	147,393	382,254
Merchandise Sales	2,593	11,673	30,000	(18,327)	38.91%	7,460	30,161
Driving Range Fees	3,525	15,496	32,500	(17,004)	47.68%	12,056	36,090
Membership Fees	7,540	30,990	45,000	(14,010)	68.87%	13,300	52,045
Food & Beverage	3,414	19,000	40,000	(21,000)	47.50%	17,311	43,618
Beer Sales	2,049	8,634	18,000	(9,366)	47.97%	7,370	18,673
Pull Cart Rentals	8	16	1,700	(1,684)	0.94%	594	1,174
Tournament Fees	6,042	20,981	40,000	(19,019)	52.45%	18,934	38,511
Golf Balls	3,777	17,366	28,000	(10,634)	62.02%	12,410	39,024
Fiber Fees	52,441	203,546	642,154	(438,608)	31.70%	163,150	626,105
Fiber Fees - Internal Customer Fees	41,451	165,217	480,541	(315,324)	34.38%	139,985	483,518
Total other / enterprise charges and fees	180,550	768,826	1,979,120	(1,210,294)	38.85%	628,432	1,992,200
Other fees							
General Fund-Customer Service -Charges for Serv- -	63,756	254,507	820,000	(565,493)	31.04%	199,565	760,168
Landfill Capital Surcharge Fee	6,452	24,344	70,000	(45,656)	34.78%	25,171	70,069
Landfill Closure Surcharge Fee	6,452	24,344	70,000	(45,656)	34.78%	25,171	70,075
Container Fees	3,900	15,240	48,000	(32,760)	31.75%	15,060	44,040
Pole Installation	483	483	5,000	(4,517)	9.66%		6,232
After Hours Service Fee	2,225	7,300	20,000	(12,700)	36.50%	10,244	23,068
Connection Fees	20,100	83,640	225,000	(141,360)	37.17%	83,575	241,305
Surge Protection Fees	386	1,550	5,000	(3,450)	31.00%	1,279	4,774
Reconnect Fees	20,310	79,670	205,000	(125,330)	38.86%	63,175	182,085
Underground Trenching	2,230	22,992	30,000	(7,008)	76.64%	12,483	41,121
Credit Card Fees							(30)
Power Resoration Aid			55,000	(55,000)		96,150	308,357
Total other fees	126,294	514,070	1,553,000	(1,038,930)	33.10%	531,873	1,751,264
Culture and recreation							
Still Branch WTP Gate Receipts		544	5,100	(4,556)	10.67%	2,435	6,301
Total culture and recreation		544	5,100	(4,556)	10.67%	2,435	6,301
Other charges for services							
Returned Check Fees	3,115	13,750	35,000	(21,250)	39.29%	10,920	30,975
Delinquent Penalties	161,391	588,749	1,675,000	(1,086,251)	35.15%	633,031	1,636,028
Total other charges for services	164,506	602,499	1,710,000	(1,107,501)	35.23%	643,951	1,667,003

INTERIM STATEMENTS by Fund
Enterprise Funds
For the Four Months Ending Friday, October 31, 2025

	FISCAL YEAR 2026			Variance with Amended Budget		PRIOR FYTD	
	Actual		Amended			10/31/2024	6/30/2025
	MTD	FYTD	Budget	$ Over / (Under)	%	Actual	Actual
TOTAL CHARGES FOR SERVICES	**9,208,401**	**40,788,697**	**112,083,590**	**(71,294,893)**	**36.39%**	**32,704,223**	**107,453,090**
RENTS AND ROYALTIES							
Water Tower	7,143	26,801	80,910	(54,109)	33.12%	17,338	73,841
Sale of Excess Capacity	1,391	15,157	100,000	(84,843)	15.16%	10,436	94,702
Third-party Sales	64,341	318,607	585,500	(266,893)	54.42%	323,580	839,526
Equipment Rental Fees	1,324	5,804	15,173	(9,369)	38.25%	5,058	15,661
MEAG Refunding Flexible Operating	1,392	15,157		15,157		10,436	94,703
MEAG Year End Settlement		3,355,432	850,000	2,505,432	394.76%	1,249,539	1,249,539
Settlements from Insurance Claims	77,102	89,625		89,625		3,444	12,564
Settlements from Insurance Claims	260,825	342,974	83,849	259,125	409.04%		288,065
Cash Over/Short	(8)	(4,497)		(4,497)		(396)	(491)
Misc Revenue	138,701	326,606	891,874	(565,268)	36.62%	268,623	1,297,600
TOTAL RENTS AND ROYALTIES	**552,211**	**4,491,666**	**2,607,306**	**1,884,360**	**172.27%**	**1,888,058**	**3,965,710**
TOTAL OPERATING REVENUE	**9,760,612**	**45,280,813**	**114,690,896**	**(69,410,083)**	**39.48%**	**34,592,281**	**111,418,800**
OPERATING EXPENSE							
Personal Services and Employee Benefits:							
Salaries and Wages	829,726	3,307,324	12,266,280	8,958,956	26.96%	3,180,476	10,757,327
Employee Benefits	266,484	1,190,472	5,322,101	4,131,629	22.37%	1,118,524	3,344,414
Allocated Payroll Costs	26,893	107,571	322,713	215,142	33.33%	93,807	281,422
Total Personal Services and Employee Benefits	1,123,103	4,605,367	17,911,094	13,305,727	25.71%	4,392,807	14,383,163
Purchased or Contracted Services	1,278,597	3,845,696	15,356,795	11,511,099	25.04%	3,165,679	11,934,905
Utilities:							
Water/Sewerage	13,668	56,346	170,950	114,604	32.96%	67,092	189,463
Natural Gas	493	1,776	19,900	18,124	8.92%	1,762	9,339
Electricity	172,295	752,318	2,573,040	1,820,722	29.24%	754,022	2,241,591
Propane	30	30	100,860	100,830	0.03%		44,262
Gasoline	62,754	201,222	828,668	627,446	24.28%	205,843	724,426
Stormwater	2,973	11,894	35,895	24,001	33.14%	10,986	34,446
Customer Service Fee	175	693	2,310	1,617	30.00%	728	2,205
Total Utilities	252,388	1,024,279	3,731,623	2,707,344	27.45%	1,040,433	3,245,732
Supplies	352,935	738,798	4,342,219	3,603,421	17.01%	649,304	2,901,604
Electricity for Resale	3,297,630	14,715,633	42,665,126	27,949,493	34.49%	14,821,693	42,504,925
Capital Outlay:							
Property (Land and Buildings)	248,670	762,378	10,165,310	9,402,932	7.50%	1,784,616	4,028,813
Machinery and Equipment		44,693	2,540,885	2,496,192	1.76%	508,880	1,591,009
Capital Outlay - Reclass to Balance Sheet	(519,535)	(1,075,538)		1,075,538		(2,293,495)	(5,619,822)
Total Capital Outlay	(270,865)	(268,467)	12,706,195	12,974,662	(2.11%)	1	
Depreciation Expense	704,117	2,821,015	7,354,650	4,533,635	38.36%	2,618,813	7,825,476
Bad Debt		59,092	359,000	299,908	16.46%	205,872	205,872
Inter-Departmental Charges	510,854	2,224,222	4,297,734	2,073,512	51.75%	2,094,251	6,430,647
Miscellaneous			88,551	88,551		14	29,693
TOTAL OPERATING EXPENSE	**7,248,759**	**29,765,635**	**108,812,987**	**79,047,352**	**27.35%**	**28,988,867**	**89,462,017**
OPERATING INCOME (LOSS)	**2,511,853**	**15,515,178**	**5,877,909**	**9,637,269**	**263.96%**	**5,603,414**	**21,956,783**
NON-OPERATING INCOME (EXPENSE)							
Intergovernmental							
Federal Government Grants							
Operating - Categorical							
Indirect			53,569	(53,569)			

	FISCAL YEAR 2026			Variance with		PRIOR FYTD	
	Actual		Amended	Amended Budget		10/31/2024	6/30/2025
	MTD	FYTD	Budget	$ Over / (Under)	%	Actual	Actual
Total Operating - Categorical			53,569	(53,569)			
Capital							
Direct						328,500	328,500
Net Capital						328,500	328,500
Total Federal Government Grants			53,569	(53,569)		328,500	328,500
State Government Grants							
Operating - Categorical							
Direct							
Miscellaneous State Grant			18,548	(18,548)			
Total Direct			18,548	18,548			
Total Operating - Categorical			18,548	(18,548)			
Capital							
Direct (CDBG Grant Proceeds)			7,143	(7,143)			
Total Capital						328,500	328,500
Total State Government Grants			25,691	(25,691)			
Total Intergovernmental revenue			79,260	(79,260)		328,500	328,500
Intergovernmental - Exp			(76,000)	76,000		(23,923)	(95,945)
Total Intergovernmental - net			3,260	(3,260)		304,577	232,555
Interest Income							
Bank Account Interest	227	907		907		907	2,722
Bank Account Interest	15,741	155,776		155,776		179,718	476,479
Dividends	145,101	540,553		540,553		705,605	1,733,153
P-Card Rebate Program		10,743		10,743		7,663	7,663
Unrealized Gain/Loss on Investments	57,672	305,707		305,707		197,177	517,464
Total Interest/Investment Income	218,741	1,013,686		1,013,686		1,091,070	2,737,481
Principal			(8,287,948)	8,287,948			
Interest Expense	(56,654)	(498,710)	(1,200,771)	702,061	41.53%	(570,742)	(1,319,762)
Total principal and interest expense	(56,654)	(498,710)	(9,488,719)	8,990,009	5.26%	(570,742)	(1,319,762)
Contributions and donations							
Contributions & Donations							10,000
GMA Safety Grant							5,879
Total contributions and donations							15,879
Gain (loss) on sale of capital assets							
Gain / Loss on Sale of Assets						29,100	29,100
GMA Lease Proceeds	339,489	339,489	340,000	(511)	99.85%		
Total gain (loss) on sale of capital assets	339,489	339,489	340,000	(511)	99.85%	29,100	29,100
TOTAL NON-OPERATING INCOME (EXPENSE)	**501,576**	**854,465**	**(9,145,459)**	**9,999,924**	**(9.34%)**	**854,005**	**1,695,253**
INCOME (LOSS) BEFORE TRANSFERS	**3,013,429**	**16,369,643**	**(3,267,550)**	**19,637,193**	**(500.98%)**	**6,457,419**	**23,652,036**
TRANSFERS							
Transfers - in	43,357	173,427	520,280	(346,853)	33.33%	339,927	990,891
Transfers - out	(1,029,659)	(4,152,134)	(13,430,665)	9,278,531	30.92%	(4,599,145)	(13,048,643)
TOTAL TRANSFERS - NET	**(986,302)**	**(3,978,707)**	**(12,910,385)**	**8,931,678**	**30.82%**	**(4,259,218)**	**(12,057,752)**
CHANGE IN NET POSITION	**$2,027,127**	**$12,390,936**	**($16,177,935)**	**$28,568,871**	**(76.59%)**	**$2,198,201**	**$11,594,284**
CONTROL TOTALS							

INTERIM STATEMENTS by Fund

Enterprise Funds

For the Four Months Ending Friday, October 31, 2025

	FISCAL YEAR 2026			Variance with Amended Budget		PRIOR FYTD	
	Actual		Amended			10/31/2024	6/30/2025
	MTD	FYTD	Budget	$ Over / (Under)	%	Actual	Actual
Total Revenues	$10,362,195	$46,807,416	$115,630,435	($68,823,019)	40.48%	$36,380,875	$115,520,653
Total Expenditures	8,335,070	34,416,477	131,808,371	97,391,894	26.11%	34,182,676	103,926,365
Revenues less expenditures	2,027,125	12,390,939	(16,177,936)	(28,568,875)	(76.59%)	2,198,199	11,594,288
Difference	$2	($3)	$1	$4	(300.00%)	$2	($4)

	FISCAL YEAR 2026			Variance with		PRIOR FYTD	
	Actual		Amended	Amended Budget		10/31/2024	6/30/2025
	MTD	FYTD	Budget	$ Over / (Under)	%	Actual	Actual
LICENSE AND PERMITS							
Non-business licenses and permits:							
Building and signs:							
Other permits		$450		$450			
Total building and sign permits		450		450			
Total non-business licenses and permits		450		450			
TOTAL LICENSES AND PERMITS		**450**		**450**			
CHARGES FOR SERVICES							
Utilities / enterprise charges and fees							
Sale of Recycled Materials			5,000	(5,000)		2,362	4,584
Water Institutional			215,000	(215,000)		87,216	247,083
Fees - Water Industrial	27,924	115,992	316,000	(200,008)	36.71%	98,015	318,091
Fees - Water Residential	377,223	1,526,229	4,580,000	(3,053,771)	33.32%	1,183,560	4,434,579
Fees - Water Commercial	162,517	650,749	1,435,000	(784,251)	45.35%	336,097	1,421,796
Pass-Thru Water Spalding County	(451,586)	(1,423,092)	(5,521,000)	4,097,908	25.78%	(1,609,166)	(6,481,897)
Fees - Fire Hydrant Water		4,821	40,000	(35,179)	12.05%	20,400	44,444
Fees - Water Lock Cut	400	1,525	1,500	25	101.67%	950	2,000
Bulk Water - Spalding County	1,010,198	4,000,969	11,835,000	(7,834,031)	33.81%	3,071,255	10,927,417
Bulk Water - Williamson	9,957	34,335	100,000	(65,665)	34.34%	42,987	90,307
Bulk Water - Zebulon	38,647	140,049	506,000	(365,951)	27.68%	148,479	482,895
Bulk Water - Butts County	2,887	11,883	43,000	(31,117)	27.63%	10,554	34,343
Bulk Water - Coweta County	513,000	2,069,100	6,248,800	(4,179,700)	33.11%	1,845,750	6,251,405
Bulk Water - Barnesville		17		17		15	44
Bulk Water - City of Concord	5	2,736	2,500	236	109.44%	1,705	6,354
Bulk Water - Pike Co Water & Sewerage Authority		2,037	10,000	(7,963)	20.37%		2,243
Bulk Water - Hampton	1,000	13,000		13,000			
Fees - Water Tap							2,220
Fees - Water Irrigation	14,244	57,021	450,000	(392,979)	12.67%	170,383	368,708
Fees - Meter Install		6,080	28,560	(22,480)	21.29%	10,380	43,251
Fees - Commercial Broken Pipe	734	2,941		2,941		1,125	7,359
Sewer Flat - Industrial	28,428	115,160	363,000	(247,840)	31.72%	109,305	333,381
Sewer Flat - Residential	513,003	2,066,928	6,301,000	(4,234,072)	32.80%	1,617,464	6,096,668
Sewer Flat - Commercial	299,814	1,158,374	2,975,000	(1,816,626)	38.94%	841,160	2,971,387
Sewer Tap Fee	2,325	11,525	23,000	(11,475)	50.11%		13,800
Wastewater Capacity Recovery Fee	2,325	730,561		730,561			21,000
Water Capacity Recovery Fee		32,300		32,300			3,600
Sewer - Sun City	142,464	567,344	1,570,000	(1,002,656)	36.14%	373,816	1,610,850
Sewer - Greyson Parc	18,088	72,844	205,000	(132,156)	35.53%	44,177	196,729
Pass-Thru - Sewer	(150,650)	(306,468)		(306,468)			
Total utilities / enterprise charges and fees	2,562,947	11,664,960	31,732,360	(20,067,400)	36.76%	8,407,989	29,454,641
Culture and recreation							
Still Branch WTP Gate Receipts		544	5,100	(4,556)	10.67%	2,435	6,301
Total culture and recreation		544	5,100	(4,556)	10.67%	2,435	6,301
TOTAL CHARGES FOR SERVICES	**2,562,947**	**11,665,504**	**31,737,460**	**(20,071,956)**	**36.76%**	**8,410,424**	**29,460,942**
RENTS AND ROYALTIES							
Water Tower	7,143	26,801	80,910	(54,109)	33.12%	17,338	73,841
Settlements from Insurance Claims							4,536
Misc Revenue	48,596	120,600	323,617	(203,017)	37.27%	92,364	370,300
TOTAL RENTS AND ROYALTIES	**55,739**	**147,401**	**404,527**	**(257,126)**	**36.44%**	**109,702**	**448,677**

	FISCAL YEAR 2026			Variance with Amended Budget		PRIOR FYTD	
	Actual		Amended			10/31/2024	6/30/2025
	MTD	FYTD	Budget	$ Over / (Under)	%	Actual	Actual
TOTAL OPERATING REVENUE	**2,618,686**	**11,813,355**	**32,141,987**	**(20,328,632)**	**36.75%**	**8,520,126**	**29,909,619**
OPERATING EXPENSE							
Personal Services and Employee Benefits:							
Salaries and Wages	286,641	1,108,612	4,430,180	3,321,568	25.02%	1,077,056	3,690,600
Employee Benefits	94,158	420,865	1,971,181	1,550,316	21.35%	394,877	1,187,681
Allocated Payroll Costs	42,098	168,392	505,176	336,784	33.33%	149,443	448,329
Total Personal Services and Employee Benefits	422,897	1,697,869	6,906,537	5,208,668	24.58%	1,621,376	5,326,610
Purchased or Contracted Services	340,076	789,291	4,434,083	3,644,792	17.80%	763,082	3,348,413
Utilities:							
Water/Sewerage	12,343	50,820	150,300	99,480	33.81%	62,204	174,963
Natural Gas	288	1,097	16,100	15,003	6.81%	1,067	5,817
Electricity	165,448	722,598	2,459,340	1,736,742	29.38%	726,777	2,151,907
Propane	30	30	100,860	100,830	0.03%		44,262
Gasoline	9,409	28,838	202,857	174,019	14.22%	41,883	150,817
Stormwater	723	2,891	8,726	5,835	33.13%	2,802	8,492
Customer Service Fee	137	546	1,722	1,176	31.71%	560	1,666
Total Utilities	188,378	806,820	2,939,905	2,133,085	27.44%	835,293	2,537,924
Supplies	235,428	585,439	2,734,287	2,148,848	21.41%	267,414	1,727,297
Capital Outlay:							
Property (Land and Buildings)	142,883	142,883	5,465,485	5,322,602	2.61%	1,261,531	2,537,515
Machinery and Equipment		5,693	258,118	252,425	2.21%	7,705	91,770
Capital Outlay - Reclass to Balance Sheet	(403,221)	(408,913)		408,913		(1,269,235)	(2,629,285)
Total Capital Outlay	(260,338)	(260,337)	5,723,603	5,983,940	(4.55%)	1	
Depreciation Expense	402,544	1,610,204	4,263,800	2,653,596	37.76%	1,471,660	4,401,744
Bad Debt		17,096		(17,096)		59,560	59,560
Inter-Departmental Charges	178,472	762,434	1,536,127	773,693	49.63%	716,161	2,174,988
Miscellaneous			88,551	88,551			29,679
TOTAL OPERATING EXPENSE	**1,507,457**	**6,008,816**	**28,626,893**	**22,618,077**	**20.99%**	**5,734,547**	**19,606,215**
OPERATING INCOME (LOSS)	**1,111,229**	**5,804,539**	**3,515,094**	**2,289,445**	**165.13%**	**2,785,579**	**10,303,404**
NON-OPERATING INCOME (EXPENSE)							
Intergovernmental							
Federal Government Grants							
Operating - Categorical							
Indirect			53,569	(53,569)			
Total Operating - Categorical			53,569	(53,569)			
Total Federal Government Grants			53,569	(53,569)			
State Government Grants							
Direct (CDBG Grant Proceeds)			7,143	(7,143)			
Total State Government Grants			7,143	(7,143)			
Total Intergovernmental revenue			60,712	(60,712)			
Total Intergovernmental - net			60,712	(60,712)			
Interest Income							
Bank Account Interest	7,155	28,304		28,304		48,962	95,556
P-Card Rebate Program		2,997		2,997			
Unrealized Gain/Loss on Investments	5,181	20,762		20,762		(12,430)	(9,074)
Total Interest/Investment Income	12,336	52,063		52,063		36,532	86,482
Principal			(7,031,410)	7,031,410			
Interest Expense	(46,067)	(455,619)	(1,067,900)	612,281	42.66%	(523,144)	(1,187,320)

INTERIM STATEMENTS by Fund
505-Water/Wastewater Utility Fund
For the Four Months Ending Friday, October 31, 2025

	FISCAL YEAR 2026			Variance with Amended Budget		PRIOR FYTD	
	Actual		Amended			10/31/2024	6/30/2025
	MTD	FYTD	Budget	$ Over / (Under)	%	Actual	Actual
Total principal and interest expense	(46,067)	(455,619)	(8,099,310)	7,643,691	5.63%	(523,144)	(1,187,320)
Contributions and donations							
GMA Safety Grant							2,109
Total contributions and donations							2,109
Gain (loss) on sale of capital assets							
Gain / Loss on Sale of Assets						5,225	5,225
Total gain (loss) on sale of capital assets						5,225	5,225
TOTAL NON-OPERATING INCOME (EXPENSE)	**(33,731)**	**(403,556)**	**(8,038,598)**	**7,635,042**	**5.02%**	**(481,387)**	**(1,093,504)**
INCOME (LOSS) BEFORE TRANSFERS	**1,077,498**	**5,400,983**	**(4,523,504)**	**9,924,487**	**(119.40%)**	**2,304,192**	**9,209,900**
TRANSFERS							
Transfers - out	(203,000)	(845,500)	(3,510,762)	2,665,262	24.08%	(1,099,940)	(2,551,028)
TOTAL TRANSFERS - NET	**(203,000)**	**(845,500)**	**(3,510,762)**	**2,665,262**	**24.08%**	**(1,099,940)**	**(2,551,028)**
CHANGE IN NET POSITION	**$874,498**	**$4,555,483**	**($8,034,266)**	**$12,589,749**	**(56.70%)**	**$1,204,252**	**$6,658,872**
CONTROL TOTALS							
Total Revenues	$2,631,021	$11,865,419	$32,202,699	($20,337,280)	36.85%	$8,561,884	$30,003,435
Total Expenditures	1,756,521	7,309,935	40,236,964	32,927,029	18.17%	7,357,631	23,344,563
Revenues less expenditures	874,500	4,555,484	(8,034,265)	(12,589,749)	(56.70%)	1,204,253	6,658,872
Difference	($2)	($1)	($1)		100.00%	($1)	

	FISCAL YEAR 2026			Variance with Amended Budget		PRIOR FYTD	
	Actual		Amended			10/31/2024	6/30/2025
	MTD	FYTD	Budget	$ Over / (Under)	%	Actual	Actual
OPERATING REVENUE							
CHARGES FOR SERVICES							
Utilities / enterprise charges and fees							
Fees - Electric Residential Service	$1,599,355	$8,124,422	$21,200,000	($13,075,578)	38.32%	$6,576,339	$20,170,109
Fees - Electric Commercial Service	1,707,501	7,323,705	20,721,217	(13,397,512)	35.34%	6,049,172	19,799,813
Fees - Electric Industrial Service	769,221	3,118,226	8,700,000	(5,581,774)	35.84%	2,679,877	8,699,620
Fees - Electric Fuel Adjustment	712,999	3,197,116	8,700,000	(5,502,884)	36.75%	2,663,372	8,391,570
Fees - Electric Temporary Service	200	650	2,000	(1,350)	32.50%	1,000	1,850
Fees - Pole Rental Current Year			301,000	(301,000)		450	276,077
ECCR Adjustment	134,529	603,244	1,600,083	(996,839)	37.70%	502,522	1,597,396
Total utilities / enterprise charges and fees	4,923,805	22,367,363	61,224,300	(38,856,937)	36.53%	18,472,732	58,936,435
Other fees							
General Fund-Customer Service -Charges for Serv- -	63,756	254,507	820,000	(565,493)	31.04%	199,565	760,168
Pole Installation	483	483	5,000	(4,517)	9.66%		6,232
After Hours Service Fee	2,225	7,300	20,000	(12,700)	36.50%	10,244	23,068
Connection Fees	20,100	83,640	225,000	(141,360)	37.17%	83,575	241,305
Surge Protection Fees	386	1,550	5,000	(3,450)	31.00%	1,279	4,774
Reconnect Fees	20,310	79,670	205,000	(125,330)	38.86%	63,175	182,085
Underground Trenching	2,230	22,992	30,000	(7,008)	76.64%	12,483	41,121
Credit Card Fees							(30)
Power Resoration Aid			55,000	(55,000)		96,150	308,357
Total other fees	109,490	450,142	1,365,000	(914,858)	32.98%	466,471	1,567,080
Other charges for services							
Returned Check Fees	3,010	13,615	35,000	(21,385)	38.90%	10,920	30,975
Delinquent Penalties	161,391	588,749	1,675,000	(1,086,251)	35.15%	633,031	1,636,028
Total other charges for services	164,401	602,364	1,710,000	(1,107,636)	35.23%	643,951	1,667,003
TOTAL CHARGES FOR SERVICES	**5,197,696**	**23,419,869**	**64,299,300**	**(40,879,431)**	**36.42%**	**19,583,154**	**62,170,518**
RENTS AND ROYALTIES							
Sale of Excess Capacity	1,391	15,157	100,000	(84,843)	15.16%	10,436	94,702
Third-party Sales	64,341	318,607	585,500	(266,893)	54.42%	323,580	839,526
Equipment Rental Fees	1,264	5,058	15,173	(10,115)	33.34%	5,058	15,173
MEAG Refunding Flexible Operating	1,392	15,157		15,157		10,436	94,703
MEAG Year End Settlement		3,355,432	850,000	2,505,432	394.76%	1,249,539	1,249,539
Settlements from Insurance Claims	66,926	79,245		79,245		3,240	6,880
Cash Over/Short	(3)	(4,418)		(4,418)		(470)	(809)
Misc Revenue	47,720	109,938	282,713	(172,775)	38.89%	102,366	383,258
TOTAL RENTS AND ROYALTIES	**183,031**	**3,894,176**	**1,833,386**	**2,060,790**	**212.40%**	**1,704,185**	**2,682,972**
TOTAL OPERATING REVENUE	**5,380,727**	**27,314,045**	**66,132,686**	**(38,818,641)**	**41.30%**	**21,287,339**	**64,853,490**
OPERATING EXPENSE							
Personal Services and Employee Benefits:							
Salaries and Wages	276,250	1,113,999	3,961,374	2,847,375	28.12%	1,167,898	3,603,157
Employee Benefits	89,046	372,824	1,571,694	1,198,870	23.72%	380,318	1,066,303
Allocated Payroll Costs	(21,690)	(86,760)	(260,281)	(173,521)	33.33%	(78,772)	(236,316)
Total Personal Services and Employee Benefits	343,606	1,400,063	5,272,787	3,872,724	26.55%	1,469,444	4,433,144

INTERIM STATEMENTS by Fund
510-Electric Utility Fund
For the Four Months Ending Friday, October 31, 2025

	FISCAL YEAR 2026			Variance with Amended Budget		PRIOR FYTD	
	Actual		Amended			10/31/2024	6/30/2025
	MTD	FYTD	Budget	$ Over / (Under)	%	Actual	Actual
Purchased or Contracted Services	433,967	1,330,112	5,327,657	3,997,545	24.97%	919,331	3,491,462
Utilities:							
Water/Sewerage	267	1,421	2,550	1,129	55.73%	1,133	3,444
Natural Gas	52	155	600	445	25.83%	153	638
Electricity	2,368	10,944	43,500	32,556	25.16%	10,817	37,790
Gasoline	6,620	20,821	89,504	68,683	23.26%	26,717	76,571
Stormwater	545	2,181	6,582	4,401	33.14%	2,133	6,435
Customer Service Fee	7	28	84	56	33.33%	28	84
Total Utilities	9,859	35,550	142,820	107,270	24.89%	40,981	124,962
Supplies	34,034	(78,361)	518,862	597,223	(15.10%)	98,192	332,350
Electricity for Resale	3,297,630	14,715,633	42,665,126	27,949,493	34.49%	14,821,693	42,504,925
Capital Outlay:							
Property (Land and Buildings)	101,141	553,534	4,428,968	3,875,434	12.50%	516,417	1,364,892
Machinery and Equipment		39,000	1,519,400	1,480,400	2.57%	87,912	360,265
Capital Outlay - Reclass to Balance Sheet	(101,141)	(592,534)		592,534		(604,329)	(1,725,158)
Total Capital Outlay			5,948,368	5,948,368			(1)
Depreciation Expense	142,604	569,115	1,591,950	1,022,835	35.75%	538,482	1,619,936
Bad Debt		34,694	359,000	324,306	9.66%	120,871	120,871
Inter-Departmental Charges	141,042	624,530	1,059,241	434,711	58.96%	606,261	1,824,665
TOTAL OPERATING EXPENSE	**4,402,742**	**18,631,336**	**62,885,811**	**44,254,475**	**29.63%**	**18,615,255**	**54,452,314**
OPERATING INCOME (LOSS)	**977,985**	**8,682,709**	**3,246,875**	**5,435,834**	**267.42%**	**2,672,084**	**10,401,176**
NON-OPERATING INCOME (EXPENSE)							
Intergovernmental							
Interest Income							
Bank Account Interest	8,586	127,472		127,472		130,756	380,922
Dividends	141,178	530,304		530,304		689,653	1,698,284
Unrealized Gain/Loss on Investments	57,121	287,635		287,635		208,885	524,567
Total Interest/Investment Income	206,885	945,411		945,411		1,029,294	2,603,773
Contributions and donations							
GMA Safety Grant							3,167
Total contributions and donations							3,167
TOTAL NON-OPERATING INCOME (EXPENSE)	**206,885**	**945,411**		**945,411**		**1,029,294**	**2,606,940**
INCOME (LOSS) BEFORE TRANSFERS	**1,184,870**	**9,628,120**	**3,246,875**	**6,381,245**	**296.53%**	**3,701,378**	**13,008,116**
TRANSFERS							
Transfers - out	(826,659)	(3,306,634)	(9,919,903)	6,613,269	33.33%	(3,499,205)	(10,497,615)
TOTAL TRANSFERS - NET	**(826,659)**	**(3,306,634)**	**(9,919,903)**	**6,613,269**	**33.33%**	**(3,499,205)**	**(10,497,615)**
CHANGE IN NET POSITION	**$358,211**	**$6,321,486**	**($6,673,028)**	**$12,994,514**	**(94.73%)**	**$202,173**	**$2,510,501**
CONTROL TOTALS							
Total Revenues	$5,587,611	$28,259,455	$66,132,686	($37,873,231)	42.73%	$22,316,630	$67,460,430
Total Expenditures	5,229,401	21,937,968	72,805,714	50,867,746	30.13%	22,114,460	64,949,931
Revenues less expenditures	358,210	6,321,487	(6,673,028)	(12,994,515)	(94.73%)	202,170	2,510,499
Difference	$1	($1)		$1	0.00%	$3	$2

	FISCAL YEAR 2026			Variance with Amended Budget		PRIOR FYTD	
	Actual		Amended			10/31/2024	6/30/2025
	MTD	FYTD	Budget	$ Over / (Under)	%	Actual	Actual
CHARGES FOR SERVICES							
Utilities / enterprise charges and fees							
Fees - Collection - Residential	$260,852	$1,034,775	$2,981,462	($1,946,687)	34.71%	$771,444	$2,984,299
Fees - Collection - Commercial	116,654	467,310	1,325,000	(857,690)	35.27%	352,665	1,344,644
Fees - Transfer Station	194,944	775,339	1,945,000	(1,169,661)	39.86%	644,986	2,065,934
Fees - Special Handling	2,230	8,285	20,000	(11,715)	41.43%	6,160	21,163
Fees - Rolloff Containers	100,922	328,395	800,000	(471,605)	41.05%	226,800	705,350
Fees - Yard Waste Disposal	77,964	310,401	947,000	(636,599)	32.78%	231,908	895,956
Fees - Yard Waste Special Handling		(7)		(7)		(11)	(55)
Sale of Recycled Materials	4,417	17,694		17,694		6,398	33,068
Permit Fees - Commercial Hauler	100	800	4,000	(3,200)	20.00%	900	3,100
Fees - Landfill Use	234,488	897,931	2,563,000	(1,665,069)	35.03%	969,265	2,598,233
Recycling Fees Sort Line			150,000	(150,000)			
Total utilities / enterprise charges and fees	992,571	3,840,923	10,735,462	(6,894,539)	35.78%	3,210,515	10,651,692
Other fees							
Landfill Capital Surcharge Fee	6,452	24,344	70,000	(45,656)	34.78%	25,171	70,069
Landfill Closure Surcharge Fee	6,452	24,344	70,000	(45,656)	34.78%	25,171	70,075
Container Fees	3,900	15,240	48,000	(32,760)	31.75%	15,060	44,040
Total other fees	16,804	63,928	188,000	(124,072)	34.00%	65,402	184,184
Other charges for services							
Returned Check Fees	105	135		135			
Total other charges for services	105	135		135			
TOTAL CHARGES FOR SERVICES	**1,009,480**	**3,904,986**	**10,923,462**	**(7,018,476)**	**35.75%**	**3,275,917**	**10,835,876**
RENTS AND ROYALTIES							
Settlements from Insurance Claims	10,176	10,380		10,380		204	1,148
Settlements from Insurance Claims	260,825	342,974	83,849	259,125	409.04%		288,065
Cash Over/Short		(100)		(100)			
Misc Revenue	21,531	49,002	161,808	(112,806)	30.28%	44,857	167,471
TOTAL RENTS AND ROYALTIES	**292,532**	**402,256**	**245,657**	**156,599**	**163.75%**	**45,061**	**456,684**
TOTAL OPERATING REVENUE	**1,302,012**	**4,307,242**	**11,169,119**	**(6,861,877)**	**38.56%**	**3,320,978**	**11,292,560**
OPERATING EXPENSE							
Personal Services and Employee Benefits:							
Salaries and Wages	131,726	548,737	2,112,830	1,564,093	25.97%	531,138	1,889,580
Employee Benefits	42,526	218,663	1,013,778	795,115	21.57%	204,568	623,109
Allocated Payroll Costs	2,351	9,404	28,212	18,808	33.33%	8,686	26,059
Total Personal Services and Employee Benefits	176,603	776,804	3,154,820	2,378,016	24.62%	744,392	2,538,748
Purchased or Contracted Services	434,072	1,535,631	4,816,073	3,280,442	31.89%	1,326,616	4,492,297
Utilities:							
Water/Sewerage	450	1,874	7,500	5,626	24.99%	1,807	5,371
Electricity	2,495	10,100	37,000	26,900	27.30%	7,431	28,361
Gasoline	39,331	122,684	452,620	329,936	27.11%	115,729	417,662
Stormwater	368	1,471	4,439	2,968	33.14%	1,438	4,340
Customer Service Fee	18	63	336	273	18.75%	98	301
Total Utilities	42,662	136,192	501,895	365,703	27.14%	126,503	456,035
Supplies	2,715	12,270	268,795	256,525	4.56%	49,696	153,402
Capital Outlay:							
Machinery and Equipment			559,367	559,367		398,763	899,955

	FISCAL YEAR 2026			Variance with Amended Budget		PRIOR FYTD	
	Actual		Amended			10/31/2024	6/30/2025
	MTD	FYTD	Budget	$ Over / (Under)	%	Actual	Actual
Capital Outlay - Reclass to Balance Sheet						(398,763)	(899,955)
Total Capital Outlay			559,367	559,367			
Depreciation Expense	101,073	404,293	845,960	441,667	47.79%	366,382	1,103,335
Bad Debt		5,683		(5,683)		19,799	19,799
Inter-Departmental Charges	97,636	438,274	813,907	375,633	53.85%	434,462	1,358,987
TOTAL OPERATING EXPENSE	**854,761**	**3,309,147**	**10,960,817**	**7,651,670**	**30.19%**	**3,067,850**	**10,122,603**
OPERATING INCOME (LOSS)	**447,251**	**998,095**	**208,302**	**789,793**	**479.16%**	**253,128**	**1,169,957**
NON-OPERATING INCOME (EXPENSE)							
Intergovernmental							
Federal Government Grants							
Capital							
Direct						328,500	328,500
Net Capital						328,500	328,500
Total Federal Government Grants						328,500	328,500
State Government Grants							
Operating - Categorical							
Direct							
Miscellaneous State Grant			18,548	(18,548)			
Total Direct			18,548	18,548			
Total Operating - Categorical			18,548	(18,548)			
Capital							
Total Capital						328,500	328,500
Total State Government Grants			18,548	(18,548)			
Total Intergovernmental revenue			18,548	(18,548)		328,500	328,500
Intergovernmental - Exp			(76,000)	76,000		(23,923)	(95,945)
Total Intergovernmental - net			(57,452)	57,452		304,577	232,555
Interest Income							
Dividends	3,923	10,250		10,250		15,952	34,870
P-Card Rebate Program		7,747		7,747		7,663	7,663
Unrealized Gain/Loss on Investments	(4,629)	(2,690)		(2,690)		722	1,972
Total Interest/Investment Income	(706)	15,307		15,307		24,337	44,505
Principal			(975,638)	975,638			
Interest Expense	(7,478)	(30,518)	(95,651)	65,133	31.91%	(33,951)	(92,557)
Total principal and interest expense	(7,478)	(30,518)	(1,071,289)	1,040,771	2.85%	(33,951)	(92,557)
Contributions and donations							
GMA Safety Grant							393
Total contributions and donations							393
Gain (loss) on sale of capital assets							
Gain / Loss on Sale of Assets						19,525	19,525
GMA Lease Proceeds	339,489	339,489	340,000	(511)	99.85%		
Total gain (loss) on sale of capital assets	339,489	339,489	340,000	(511)	99.85%	19,525	19,525
TOTAL NON-OPERATING INCOME (EXPENSE)	**331,305**	**324,278**	**(788,741)**	**1,113,019**	**(41.11%)**	**314,488**	**204,421**
INCOME (LOSS) BEFORE TRANSFERS	**778,556**	**1,322,373**	**(580,439)**	**1,902,812**	**(227.82%)**	**567,616**	**1,374,378**

INTERIM STATEMENTS by Fund
540-Solid Waste Utility Fund
For the Four Months Ending Friday, October 31, 2025

	FISCAL YEAR 2026			Variance with Amended Budget		PRIOR FYTD	
	Actual		Amended			10/31/2024	6/30/2025
	MTD	FYTD	Budget	$ Over / (Under)	%	Actual	Actual
TRANSFERS							
Transfers - in						164,655	512,782
TOTAL TRANSFERS - NET						**164,655**	**512,782**
CHANGE IN NET POSITION	**$778,556**	**$1,322,373**	**($580,439)**	**$1,902,812**	**(227.82%)**	**$732,271**	**$1,887,160**
CONTROL TOTALS							
Total Revenues	$1,640,794	$4,662,037	$11,527,667	($6,865,630)	40.44%	$3,857,993	$12,198,264
Total Expenditures	862,238	3,339,664	12,108,106	8,768,442	27.58%	3,125,725	10,311,104
Revenues less expenditures	778,556	1,322,373	(580,439)	(1,902,812)	(227.82%)	732,268	1,887,160
Difference					0.00%	$3	

	FISCAL YEAR 2026			Variance with Amended Budget		PRIOR FYTD	
	Actual		Amended			10/31/2024	6/30/2025
	MTD	FYTD	Budget	$ Over / (Under)	%	Actual	Actual
CHARGES FOR SERVICES							
Utilities / enterprise charges and fees							
Sale of Recycled Materials		$243		$243		$699	$3,924
Stormwater - Residential Upper Tier	39,549	158,096	475,068	(316,972)	33.28%	111,469	439,526
Stormwater - Residential Lower Tier	18,701	74,460	223,452	(148,992)	33.32%	62,218	231,568
Stormwater - Commercial Fees	190,959	763,291	2,345,669	(1,582,378)	32.54%	605,802	2,225,447
Total utilities / enterprise charges and fees	249,209	996,090	3,044,189	(2,048,099)	32.72%	780,188	2,900,465
TOTAL CHARGES FOR SERVICES	**249,209**	**996,090**	**3,044,189**	**(2,048,099)**	**32.72%**	**780,188**	**2,900,465**
RENTS AND ROYALTIES							
Misc Revenue	11,535	25,742	76,145	(50,403)	33.81%	14,022	73,933
TOTAL RENTS AND ROYALTIES	**11,535**	**25,742**	**76,145**	**(50,403)**	**33.81%**	**14,022**	**73,933**
TOTAL OPERATING REVENUE	**260,744**	**1,021,832**	**3,120,334**	**(2,098,502)**	**32.75%**	**794,210**	**2,974,398**
OPERATING EXPENSE							
Personal Services and Employee Benefits:							
Salaries and Wages	68,561	272,533	956,959	684,426	28.48%	200,650	810,633
Employee Benefits	22,057	101,627	458,959	357,332	22.14%	76,465	265,350
Total Personal Services and Employee Benefits	90,618	374,160	1,415,918	1,041,758	26.43%	277,115	1,075,983
Purchased or Contracted Services	30,247	89,241	344,090	254,849	25.94%	82,150	253,058
Utilities:							
Water/Sewerage	129	531	4,000	3,469	13.28%	575	1,597
Natural Gas	152	524	3,200	2,676	16.38%	542	2,884
Electricity	864	3,913	13,500	9,587	28.99%	3,168	8,663
Gasoline	5,405	15,770	54,720	38,950	28.82%	14,006	52,682
Stormwater	393	1,572	4,745	3,173	33.13%	1,463	4,527
Customer Service Fee	7	28	84	56	33.33%	28	84
Total Utilities	6,950	22,338	80,249	57,911	27.84%	19,782	70,437
Supplies	41,134	75,653	407,425	331,772	18.57%	106,100	282,246
Capital Outlay:							
Machinery and Equipment			204,000	204,000			188,733
Capital Outlay - Reclass to Balance Sheet							(188,733)
Total Capital Outlay			204,000	204,000			
Depreciation Expense	42,068	174,092	472,440	298,348	36.85%	176,483	507,017
Bad Debt		1,619		(1,619)		5,642	5,642
Inter-Departmental Charges	47,698	204,560	439,981	235,421	46.49%	169,679	553,203
TOTAL OPERATING EXPENSE	**258,715**	**941,663**	**3,364,103**	**2,422,440**	**27.99%**	**836,951**	**2,747,586**
OPERATING INCOME (LOSS)	**2,029**	**80,169**	**(243,769)**	**323,938**	**(32.89%)**	**(42,741)**	**226,812**
NON-OPERATING INCOME (EXPENSE)							
Intergovernmental							
Interest Income							
Bank Account Interest	227	907		907		907	2,722
Total Interest/Investment Income	227	907		907		907	2,722
Principal			(280,900)	280,900			
Interest Expense	(3,109)	(12,572)	(37,220)	24,648	33.78%	(13,647)	(39,872)
Total principal and interest expense	(3,109)	(12,572)	(318,120)	305,548	3.95%	(13,647)	(39,872)

INTERIM STATEMENTS by Fund
560-Stormwater Utility Fund
For the Four Months Ending Friday, October 31, 2025

	FISCAL YEAR 2026			Variance with Amended Budget		PRIOR FYTD	
	Actual		Amended			10/31/2024	6/30/2025
	MTD	FYTD	Budget	$ Over / (Under)	%	Actual	Actual
Gain (loss) on sale of capital assets							
Gain / Loss on Sale of Assets						4,350	4,350
Total gain (loss) on sale of capital assets						4,350	4,350
TOTAL NON-OPERATING INCOME (EXPENSE)	**(2,882)**	**(11,665)**	**(318,120)**	**306,455**	**3.67%**	**(8,390)**	**(32,800)**
INCOME (LOSS) BEFORE TRANSFERS	**(853)**	**68,504**	**(561,889)**	**630,393**	**(12.19%)**	**(51,131)**	**194,012**
CHANGE IN NET POSITION	**($853)**	**$68,504**	**($561,889)**	**$630,393**	**(12.19%)**	**($51,131)**	**$194,012**
CONTROL TOTALS							
Total Revenues	$260,971	$1,022,740	$3,120,334	($2,097,594)	32.78%	$799,467	$2,981,470
Total Expenditures	261,824	954,236	3,682,224	2,727,988	25.91%	850,598	2,787,458
Revenues less expenditures	(853)	68,504	(561,890)	(630,394)	(12.19%)	(51,131)	194,012
Difference			$1	$1	0.00%		

INTERIM STATEMENTS by Fund
570-Telecommunications Fund
For the Four Months Ending Friday, October 31, 2025

	FISCAL YEAR 2026			Variance with Amended Budget		PRIOR FYTD	
	Actual		Amended			10/31/2024	6/30/2025
	MTD	FYTD	Budget	$ Over / (Under)	%	Actual	Actual
CHARGES FOR SERVICES							
Utilities / enterprise charges and fees							
Telecom - Telephone Revenue	$3,172	$12,036	$21,705	($9,669)	55.45%	$8,002	$30,080
Telecom - Telephone Internal Customer Fees	5,347	21,386	78,354	(56,968)	27.29%	18,106	63,009
Total utilities / enterprise charges and fees	8,519	33,422	100,059	(66,637)	33.40%	26,108	93,089
Other / enterprise charges and fees							
Fiber Fees	52,441	203,546	642,154	(438,608)	31.70%	163,150	626,105
Fiber Fees - Internal Customer Fees	41,451	165,217	480,541	(315,324)	34.38%	139,985	483,518
Total other / enterprise charges and fees	93,892	368,763	1,122,695	(753,932)	32.85%	303,135	1,109,623
TOTAL CHARGES FOR SERVICES	**102,411**	**402,185**	**1,222,754**	**(820,569)**	**32.89%**	**329,243**	**1,202,712**
RENTS AND ROYALTIES							
Misc Revenue	3,958	8,909	19,036	(10,127)	46.80%	5,776	269,302
TOTAL RENTS AND ROYALTIES	**3,958**	**8,909**	**19,036**	**(10,127)**	**46.80%**	**5,776**	**269,302**
TOTAL OPERATING REVENUE	**106,369**	**411,094**	**1,241,790**	**(830,696)**	**33.10%**	**335,019**	**1,472,014**
OPERATING EXPENSE							
Personal Services and Employee Benefits:							
Salaries and Wages	22,982	90,243	299,166	208,923	30.16%	76,608	280,917
Employee Benefits	7,933	31,481	127,788	96,307	24.64%	26,587	86,928
Allocated Payroll Costs	6,588	26,353	79,059	52,706	33.33%	24,000	71,999
Total Personal Services and Employee Benefits	37,503	148,077	506,013	357,936	29.26%	127,195	439,844
Purchased or Contracted Services	24,982	44,056	207,543	163,487	21.23%	36,897	174,232
Utilities:							
Water/Sewerage	19	(144)	2,400	2,544	(6.00%)		395
Electricity	94	380	2,500	2,120	15.20%		805
Gasoline	304	871	3,760	2,889	23.16%	946	3,631
Stormwater	165	659	1,990	1,331	33.12%		1,301
Customer Service Fee	4	14	42	28	33.33%		28
Total Utilities	586	1,780	10,692	8,912	16.65%	946	6,160
Supplies	22,870	84,397	250,750	166,353	33.66%	77,993	253,897
Capital Outlay:							
Property (Land and Buildings)	4,646	65,961	270,857	204,896	24.35%	6,668	101,354
Capital Outlay - Reclass to Balance Sheet	(15,174)	(74,090)		74,090		(6,668)	(101,354)
Total Capital Outlay	(10,528)	(8,129)	270,857	278,986	(3.00%)		
Depreciation Expense	8,356	33,424	98,000	64,576	34.11%	33,174	99,647
Inter-Departmental Charges	15,790	67,939	143,748	75,809	47.26%	60,703	188,161
Miscellaneous						14	14
TOTAL OPERATING EXPENSE	**99,559**	**371,544**	**1,487,603**	**1,116,059**	**24.98%**	**336,922**	**1,161,955**
OPERATING INCOME (LOSS)	**6,810**	**39,550**	**(245,813)**	**285,363**	**(16.09%)**	**(1,903)**	**310,059**
NON-OPERATING INCOME (EXPENSE)							
Intergovernmental							
Contributions and donations							
GMA Safety Grant							210
Total contributions and donations							210

INTERIM STATEMENTS by Fund
570-Telecommunications Fund
For the Four Months Ending Friday, October 31, 2025

	FISCAL YEAR 2026			Variance with Amended Budget		PRIOR FYTD	
	Actual		Amended			10/31/2024	6/30/2025
	MTD	FYTD	Budget	$ Over / (Under)	%	Actual	Actual
TOTAL NON-OPERATING INCOME (EXPENSE)							**210**
INCOME (LOSS) BEFORE TRANSFERS	**6,810**	**39,550**	**(245,813)**	**285,363**	**(16.09%)**	**(1,903)**	**310,269**
CHANGE IN NET POSITION	**$6,810**	**$39,550**	**($245,813)**	**$285,363**	**(16.09%)**	**($1,903)**	**$310,269**
CONTROL TOTALS							
Total Revenues	$106,368	$411,094	$1,241,790	($830,696)	33.10%	$335,018	$1,472,225
Total Expenditures	99,559	371,543	1,487,604	1,116,061	24.98%	336,922	1,161,954
Revenues less expenditures	6,809	39,551	(245,814)	(285,365)	(16.09%)	(1,904)	310,271
Difference	$1	($1)	$1	$2	(100.00%)	$1	($2)

INTERIM STATEMENTS by Fund
591-Golf Course Fund
For the Four Months Ending Friday, October 31, 2025

	FISCAL YEAR 2026			Variance with Amended Budget		PRIOR FYTD	
	Actual		Amended			10/31/2024	6/30/2025
	MTD	FYTD	Budget	$ Over / (Under)	%	Actual	Actual
CHARGES FOR SERVICES							
Other / enterprise charges and fees							
Green Fees	$24,554	$110,260	$260,000	($149,740)	42.41%	$88,259	$239,942
Handicap Fees	35	105	1,225	(1,120)	8.57%	210	1,085
Golf Cart Rentals	33,121	165,542	360,000	(194,458)	45.98%	147,393	382,254
Merchandise Sales	2,593	11,673	30,000	(18,327)	38.91%	7,460	30,161
Driving Range Fees	3,525	15,496	32,500	(17,004)	47.68%	12,056	36,090
Membership Fees	7,540	30,990	45,000	(14,010)	68.87%	13,300	52,045
Food & Beverage	3,414	19,000	40,000	(21,000)	47.50%	17,311	43,618
Beer Sales	2,049	8,634	18,000	(9,366)	47.97%	7,370	18,673
Pull Cart Rentals	8	16	1,700	(1,684)	0.94%	594	1,174
Tournament Fees	6,042	20,981	40,000	(19,019)	52.45%	18,934	38,511
Golf Balls	3,777	17,366	28,000	(10,634)	62.02%	12,410	39,024
Total other / enterprise charges and fees	86,658	400,063	856,425	(456,362)	46.71%	325,297	882,577
TOTAL CHARGES FOR SERVICES	**86,658**	**400,063**	**856,425**	**(456,362)**	**46.71%**	**325,297**	**882,577**
RENTS AND ROYALTIES							
Equipment Rental Fees	60	746		746			488
Cash Over/Short	(5)	21		21		74	318
Misc Revenue	5,361	12,415	28,554	(16,139)	43.48%	9,239	33,336
TOTAL RENTS AND ROYALTIES	**5,416**	**13,182**	**28,554**	**(15,372)**	**46.17%**	**9,313**	**34,142**
TOTAL OPERATING REVENUE	**92,074**	**413,245**	**884,979**	**(471,734)**	**46.70%**	**334,610**	**916,719**
OPERATING EXPENSE							
Personal Services and Employee Benefits:							
Salaries and Wages	43,565	173,200	505,770	332,570	34.24%	127,126	482,440
Employee Benefits	10,765	45,013	178,700	133,687	25.19%	35,708	115,042
Allocated Payroll Costs	(2,454)	(9,818)	(29,453)	(19,635)	33.33%	(9,550)	(28,649)
Total Personal Services and Employee Benefits	51,876	208,395	655,017	446,622	31.82%	153,284	568,833
Purchased or Contracted Services	15,253	57,365	227,349	169,984	25.23%	37,603	175,443
Utilities:							
Water/Sewerage	459	1,845	4,200	2,355	43.93%	1,373	3,694
Electricity	1,026	4,383	17,200	12,817	25.48%	5,828	14,066
Gasoline	1,685	12,238	25,208	12,970	48.55%	6,562	23,063
Stormwater	780	3,119	9,413	6,294	33.14%	3,150	9,352
Customer Service Fee	4	14	42	28	33.33%	14	42
Total Utilities	3,954	21,599	56,063	34,464	38.53%	16,927	50,217
Supplies	16,755	59,401	162,100	102,699	36.64%	49,909	152,412
Property (Land and Buildings)							25,053
Machinery and Equipment						14,500	50,285
Capital Outlay - Reclass to Balance Sheet						(14,500)	(75,338)
Depreciation Expense	7,472	29,887	82,500	52,613	36.23%	32,632	93,795
Inter-Departmental Charges	30,217	126,486	304,731	178,245	41.51%	106,986	330,643
TOTAL OPERATING EXPENSE	**125,527**	**503,133**	**1,487,760**	**984,627**	**33.82%**	**397,341**	**1,371,343**
OPERATING INCOME (LOSS)	**(33,453)**	**(89,888)**	**(602,781)**	**512,893**	**14.91%**	**(62,731)**	**(454,624)**
NON-OPERATING INCOME (EXPENSE)							
Intergovernmental							
Interest Expense							(13)
Total principal and interest expense							(13)

INTERIM STATEMENTS by Fund
591-Golf Course Fund
For the Four Months Ending Friday, October 31, 2025

	FISCAL YEAR 2026			Variance with Amended Budget		PRIOR FYTD	
	Actual		Amended			10/31/2024	6/30/2025
	MTD	FYTD	Budget	$ Over / (Under)	%	Actual	Actual
Contributions and donations							
Contributions & Donations							10,000
Total contributions and donations							10,000
TOTAL NON-OPERATING INCOME (EXPENSE)							**9,987**
INCOME (LOSS) BEFORE TRANSFERS	**(33,453)**	**(89,888)**	**(602,781)**	**512,893**	**14.91%**	**(62,731)**	**(444,637)**
TRANSFERS							
Transfers - in	43,357	173,427	520,280	(346,853)	33.33%	175,272	478,109
TOTAL TRANSFERS - NET	**43,357**	**173,427**	**520,280**	**(346,853)**	**33.33%**	**175,272**	**478,109**
CHANGE IN NET POSITION	**$9,904**	**$83,539**	**($82,501)**	**$166,040**	**(101.26%)**	**$112,541**	**$33,472**
CONTROL TOTALS							
Total Revenues	$135,429	$586,671	$1,405,259	($818,588)	41.75%	$509,883	$1,404,828
Total Expenditures	125,526	503,131	1,487,759	984,628	33.82%	397,341	1,371,356
Revenues less expenditures	9,903	83,540	(82,500)	(166,040)	(101.26%)	112,542	33,472
Difference	$1	($1)	($1)		100.00%	($1)	

INTERIM STATEMENTS by Fund
Internal Service Funds
For the Four Months Ending Friday, October 31, 2025

	FISCAL YEAR 2026			Variance with Amended Budget		PRIOR FYTD	
	Actual		Amended			10/31/2024	6/30/2025
	MTD	FYTD	Budget	$ Over / (Under)	%	Actual	Actual
CHARGES FOR SERVICES							
General government:							
Motor pool charges	$74,920	$361,065	$1,383,050	($1,021,985)	26.11%	$415,145	$1,117,603
Total general government	74,920	361,065	1,383,050	1,021,985	26.11%	415,145	1,117,603
Utilities / enterprise charges and fees							
Sale of Recycled Materials		1,240		1,240			2,325
Total utilities / enterprise charges and fees		1,240		1,240			2,325
TOTAL CHARGES FOR SERVICES	**74,920**	**362,305**	**1,383,050**	**(1,020,745)**	**26.20%**	**415,145**	**1,119,928**
RENTS AND ROYALTIES							
Misc Revenue	7,383	12,573	33,314	(20,741)	37.74%	8,079	39,452
TOTAL RENTS AND ROYALTIES	**7,383**	**12,573**	**33,314**	**(20,741)**	**37.74%**	**8,079**	**39,452**
TOTAL OPERATING REVENUE	**82,303**	**374,878**	**1,416,364**	**(1,041,486)**	**26.47%**	**423,224**	**1,159,380**
OPERATING EXPENSE							
Personal Services and Employee Benefits:							
Salaries and Wages	35,394	140,981	471,321	330,340	29.91%	126,746	448,537
Employee Benefits	10,853	46,160	205,337	159,177	22.48%	42,175	132,166
Total Personal Services and Employee Benefits	46,247	187,141	676,658	489,517	27.66%	168,921	580,703
Purchased or Contracted Services	8,659	24,872	77,228	52,356	32.21%	36,167	85,068
Utilities:							
Water/Sewerage	373	1,485	6,000	4,515	24.75%	1,324	4,010
Natural Gas	580	1,769	10,000	8,231	17.69%	1,849	9,028
Electricity	1,920	8,109	28,000	19,891	28.96%	8,270	22,225
Gasoline	1,024	2,362	8,793	6,431	26.86%	2,023	7,715
Stormwater	469	1,877	5,663	3,786	33.14%	1,835	5,537
Customer Service Fee	11	42	126	84	33.33%	42	126
Total Utilities	4,377	15,644	58,582	42,938	26.70%	15,343	48,641
Supplies	52,716	209,264	630,425	421,161	33.19%	199,775	790,215
Capital Outlay:							
Machinery and Equipment			152,731	152,731			
Total Capital Outlay			152,731	152,731			
Depreciation Expense	6,903	27,614	74,220	46,606	37.21%	27,180	81,541
Inter-Departmental Charges	18,597	117,344	144,618	27,274	81.14%	71,827	228,995
TOTAL OPERATING EXPENSE	**137,499**	**581,879**	**1,814,462**	**1,232,583**	**32.07%**	**519,213**	**1,815,163**
OPERATING INCOME (LOSS)	**(55,196)**	**(207,001)**	**(398,098)**	**191,097**	**52.00%**	**(95,989)**	**(655,783)**
NON-OPERATING INCOME (EXPENSE)							
Intergovernmental							
Federal Government Grants							
Operating - Categorical							
Indirect			69,548	(69,548)			
Total Operating - Categorical			69,548	(69,548)			
Total Federal Government Grants			69,548	(69,548)			
State Government Grants							
Direct (CDBG Grant Proceeds)			9,273	(9,273)			
Total State Government Grants			9,273	(9,273)			
Total Intergovernmental revenue			78,821	(78,821)			
Total Intergovernmental - net			78,821	(78,821)			

INTERIM STATEMENTS by Fund
Internal Service Funds
For the Four Months Ending Friday, October 31, 2025

	FISCAL YEAR 2026			Variance with Amended Budget		PRIOR FYTD	
	Actual		Amended			10/31/2024	6/30/2025
	MTD	FYTD	Budget	$ Over / (Under)	%	Actual	Actual
TOTAL NON-OPERATING INCOME (EXPENSE)			78,821	(78,821)			
INCOME (LOSS) BEFORE TRANSFERS	(55,196)	(207,001)	(319,277)	112,276	64.83%	(95,989)	(655,783)
TRANSFERS							
Transfers - in	20,421	81,685	245,056	(163,371)	33.33%		246,720
TOTAL TRANSFERS - NET	20,421	81,685	245,056	(163,371)	33.33%		246,720
CHANGE IN NET POSITION	($34,775)	($125,316)	($74,221)	($51,095)	168.84%	($95,989)	($409,063)
CONTROL TOTALS							
Total Revenues	$102,724	$456,564	$1,740,242	($1,283,678)	26.24%	$423,224	$1,406,101
Total Expenditures	137,499	581,879	1,814,462	1,232,583	32.07%	519,215	1,815,162
Revenues less expenditures	(34,775)	(125,315)	(74,220)	51,095	168.84%	(95,991)	(409,061)
Difference		($1)	($1)		100.00%	$2	($2)

INTERIM STATEMENTS by Fund

601-Internal Service Fund - Motor Pool Fund

For the Four Months Ending Friday, October 31, 2025

	FISCAL YEAR 2026			Variance with Amended Budget		PRIOR FYTD	
	Actual		Amended			10/31/2024	6/30/2025
	MTD	FYTD	Budget	$ Over / (Under)	%	Actual	Actual
CHARGES FOR SERVICES							
General government:							
Motor pool charges	$74,920	$361,065	$1,383,050	($1,021,985)	26.11%	$415,145	$1,117,603
Total general government	74,920	361,065	1,383,050	1,021,985	26.11%	415,145	1,117,603
Utilities / enterprise charges and fees							
Sale of Recycled Materials		1,240		1,240			2,325
Total utilities / enterprise charges and fees		1,240		1,240			2,325
TOTAL CHARGES FOR SERVICES	**74,920**	**362,305**	**1,383,050**	**(1,020,745)**	**26.20%**	**415,145**	**1,119,928**
RENTS AND ROYALTIES							
Misc Revenue	7,383	12,573	33,314	(20,741)	37.74%	8,079	39,452
TOTAL RENTS AND ROYALTIES	**7,383**	**12,573**	**33,314**	**(20,741)**	**37.74%**	**8,079**	**39,452**
TOTAL OPERATING REVENUE	**82,303**	**374,878**	**1,416,364**	**(1,041,486)**	**26.47%**	**423,224**	**1,159,380**
OPERATING EXPENSE							
Personal Services and Employee Benefits:							
Salaries and Wages	35,394	140,981	471,321	330,340	29.91%	126,746	448,537
Employee Benefits	10,853	46,160	205,337	159,177	22.48%	42,175	132,166
Total Personal Services and Employee Benefits	46,247	187,141	676,658	489,517	27.66%	168,921	580,703
Purchased or Contracted Services	8,659	24,872	77,228	52,356	32.21%	36,167	85,068
Utilities:							
Water/Sewerage	373	1,485	6,000	4,515	24.75%	1,324	4,010
Natural Gas	580	1,769	10,000	8,231	17.69%	1,849	9,028
Electricity	1,920	8,109	28,000	19,891	28.96%	8,270	22,225
Gasoline	1,024	2,362	8,793	6,431	26.86%	2,023	7,715
Stormwater	469	1,877	5,663	3,786	33.14%	1,835	5,537
Customer Service Fee	11	42	126	84	33.33%	42	126
Total Utilities	4,377	15,644	58,582	42,938	26.70%	15,343	48,641
Supplies	52,716	209,264	630,425	421,161	33.19%	199,775	790,215
Capital Outlay:							
Machinery and Equipment			152,731	152,731			
Total Capital Outlay			152,731	152,731			
Depreciation Expense	6,903	27,614	74,220	46,606	37.21%	27,180	81,541
Inter-Departmental Charges	18,597	117,344	144,618	27,274	81.14%	71,827	228,995
TOTAL OPERATING EXPENSE	**137,499**	**581,879**	**1,814,462**	**1,232,583**	**32.07%**	**519,213**	**1,815,163**
OPERATING INCOME (LOSS)	**(55,196)**	**(207,001)**	**(398,098)**	**191,097**	**52.00%**	**(95,989)**	**(655,783)**
NON-OPERATING INCOME (EXPENSE)							
Intergovernmental							
Federal Government Grants							
Operating - Categorical							
Indirect			69,548	(69,548)			
Total Operating - Categorical			69,548	(69,548)			
Total Federal Government Grants			69,548	(69,548)			
State Government Grants							
Direct (CDBG Grant Proceeds)			9,273	(9,273)			
Total State Government Grants			9,273	(9,273)			
Total Intergovernmental revenue			78,821	(78,821)			
Total Intergovernmental - net			78,821	(78,821)			

INTERIM STATEMENTS by Fund

601-Internal Service Fund - Motor Pool Fund

For the Four Months Ending Friday, October 31, 2025

	FISCAL YEAR 2026			Variance with Amended Budget		PRIOR FYTD	
	Actual		Amended			10/31/2024	6/30/2025
	MTD	FYTD	Budget	$ Over / (Under)	%	Actual	Actual
TOTAL NON-OPERATING INCOME (EXPENSE)			78,821	(78,821)			
INCOME (LOSS) BEFORE TRANSFERS	(55,196)	(207,001)	(319,277)	112,276	64.83%	(95,989)	(655,783)
TRANSFERS							
Transfers - in	20,421	81,685	245,056	(163,371)	33.33%		246,720
TOTAL TRANSFERS - NET	20,421	81,685	245,056	(163,371)	33.33%		246,720
CHANGE IN NET POSITION	($34,775)	($125,316)	($74,221)	($51,095)	168.84%	($95,989)	($409,063)
CONTROL TOTALS							
Total Revenues	$102,724	$456,564	$1,740,242	($1,283,678)	26.24%	$423,224	$1,406,101
Total Expenditures	137,499	581,879	1,814,462	1,232,583	32.07%	519,215	1,815,162
Revenues less expenditures	(34,775)	(125,315)	(74,220)	51,095	168.84%	(95,991)	(409,061)
Difference		($1)	($1)		100.00%	$2	($2)

	FISCAL YEAR 2026			Variance with Amended Budget		PRIOR FYTD	
	Actual		Amended			10/31/2024	6/30/2025
	MTD	FYTD	Budget	$ Over / (Under)	%	Actual	Actual
CHARGES FOR SERVICES							
Other / enterprise charges and fees							
Fuel Sales - AVGAS	$14,722	$63,618	$186,770	($123,152)	34.06%	$74,797	$199,527
Fuel Sales - Jet A	16,759	82,232	154,551	(72,319)	53.21%	57,527	209,783
Airport Services - Tug Fees		60		60		30	220
Total other / enterprise charges and fees	31,481	145,910	341,321	(195,411)	42.75%	132,354	409,530
Other fees							
Fuel Flowage Fees		14,000	32,000	(18,000)	43.75%	11,360	36,300
Overnight Fees		50	100	(50)	50.00%	30	180
Total other fees		14,050	32,100	(18,050)	43.77%	11,390	36,480
TOTAL CHARGES FOR SERVICES	**31,481**	**159,960**	**373,421**	**(213,461)**	**42.84%**	**143,744**	**446,010**
RENTS AND ROYALTIES							
Property Rental	200	800	2,400	(1,600)	33.33%		1,600
AMR from MEAG Trust	900	3,600	10,800	(7,200)	33.33%	3,600	10,800
T-Hangar Rentals	1,025	4,100	14,000	(9,900)	29.29%	4,100	12,300
Tie Down Rentals	50	200	2,000	(1,800)	10.00%	700	2,850
Ground Leases	12,046	49,625	148,200	(98,575)	33.49%	50,458	146,829
Misc Revenue	3,755	8,949	19,036	(10,087)	47.01%	7,357	28,009
TOTAL RENTS AND ROYALTIES	**17,976**	**67,274**	**196,436**	**(129,162)**	**34.25%**	**66,215**	**202,388**
TOTAL OPERATING REVENUE	**49,457**	**227,234**	**569,857**	**(342,623)**	**39.88%**	**209,959**	**648,398**
OPERATING EXPENSE							
Personal Services and Employee Benefits:							
Salaries and Wages	23,330	90,592	300,690	210,098	30.13%	75,845	276,989
Employee Benefits	7,169	30,106	119,559	89,453	25.18%	25,821	80,362
Total Personal Services and Employee Benefits	30,499	120,698	420,249	299,551	28.72%	101,666	357,351
Purchased or Contracted Services	13,643	50,829	218,196	167,367	23.30%	74,928	198,775
Utilities:							
Water/Sewerage	143	568	2,500	1,932	22.72%	828	2,142
Natural Gas	201	616	3,500	2,884	17.60%	681	3,116
Electricity	901	3,750	13,350	9,600	28.09%	3,523	10,203
Gasoline	355	1,457	6,985	5,528	20.86%	1,501	4,477
Stormwater	2,435	9,745	30,086	20,341	32.39%	9,746	29,245
Customer Service Fee	42	172	546	374	31.50%	189	574
Total Utilities	4,077	16,308	56,967	40,659	28.63%	16,468	49,757
Supplies	30,149	105,613	342,295	236,682	30.85%	91,500	281,039
Capital Outlay:							
Property (Land and Buildings)	10,211,199	10,582,651	48,399,825	37,817,174	21.87%	284,916	2,374,576
Capital Outlay - Reclass to Balance Sheet	(10,211,199)	(10,582,651)		10,582,651		(284,916)	(2,374,576)
Total Capital Outlay			48,399,825	48,399,825			
Depreciation Expense	11,229	45,891	326,030	280,139	14.08%	45,891	129,051
Inter-Departmental Charges	11,370	49,638	96,412	46,774	51.49%	109,393	332,307
Miscellaneous	2,000	12,000	45,839	33,839	26.18%	17,000	23,963
TOTAL OPERATING EXPENSE	**102,967**	**400,977**	**49,905,813**	**49,504,836**	**0.80%**	**456,846**	**1,372,243**
OPERATING INCOME (LOSS)	**(53,510)**	**(173,743)**	**(49,335,956)**	**49,162,213**	**0.35%**	**(246,887)**	**(723,845)**
NON-OPERATING INCOME (EXPENSE)							
Intergovernmental							
Federal Government Grants							
Capital							

INTERIM STATEMENTS by Fund
Component Units
For the Four Months Ending Friday, October 31, 2025

	FISCAL YEAR 2026			Variance with Amended Budget		PRIOR FYTD	
	Actual		Amended			10/31/2024	6/30/2025
	MTD	FYTD	Budget	$ Over / (Under)	%	Actual	Actual
Direct			24,583,988	(24,583,988)		12,291	12,291
Indirect	19,249	47,246		47,246			
Net Capital	19,249	47,246	24,583,988	(24,536,742)	0.19%	12,291	12,291
Total Federal Government Grants	19,249	47,246	24,583,988	(24,536,742)	0.19%	12,291	12,291
State Government Grants							
Capital							
Direct (CDBG Grant Proceeds)	9,350,815	9,662,898	22,197,371	(12,534,473)	43.53%	51,283	1,865,531
Total Capital	19,249	47,246	24,583,988	(24,536,742)	0.19%	12,291	12,291
Total State Government Grants	9,350,815	9,662,898	22,197,371	(12,534,473)	43.53%	51,283	1,865,531
Local Government Unit Grants							
Spalding Co. Contribution		15,512	588,182	(572,670)	2.64%	15,512	111,431
Spalding County Contribution			562,505	(562,505)			
City of Griffin Contribution							(208,825)
Total Local Government Unit Grants		15,512	1,150,687	1,135,175	1.35%	15,512	(97,394)
Total Intergovernmental revenue	9,370,064	9,725,656	47,932,046	(38,206,390)	20.29%	79,086	1,780,428
Intergovernmental - Exp		(100,000)		(100,000)			(891)
Total Intergovernmental - net	9,370,064	9,625,656	47,932,046	(38,306,390)	20.08%	79,086	1,779,537
Interest Income							
Bank Account Interest	1,597	5,700		5,700		6,777	17,082
Total Interest/Investment Income	1,597	5,700		5,700		6,777	17,082
Principal			(565,000)	565,000			
Interest Expense	1,931	(50,200)	(105,970)	55,770	47.37%	(57,128)	(106,528)
Total principal and interest expense	1,931	(50,200)	(670,970)	620,770	7.48%	(57,128)	(106,528)
Contributions and donations							
Contributions & Donations			26,600	(26,600)			14,266
GMA Safety Grant							2,545
Total contributions and donations			26,600	(26,600)			16,811
TOTAL NON-OPERATING INCOME (EXPENSE)	**9,373,592**	**9,581,156**	**47,287,676**	**(37,706,520)**	**20.26%**	**28,735**	**1,706,902**
INCOME (LOSS) BEFORE TRANSFERS	**9,320,082**	**9,407,413**	**(2,048,280)**	**11,455,693**	**(459.28%)**	**(218,152)**	**983,057**
TRANSFERS							
Transfers - in	12,227	53,248	1,961,370	(1,908,122)	2.71%	371,277	868,166
TOTAL TRANSFERS - NET	**12,227**	**53,248**	**1,961,370**	**(1,908,122)**	**2.71%**	**371,277**	**868,166**
CHANGE IN NET POSITION	**$9,332,309**	**$9,460,661**	**($86,910)**	**$9,547,571**	**(10,885.58...**	**$153,125**	**$1,851,223**
CONTROL TOTALS							
Total Revenues	$9,433,346	$10,011,838	$50,489,873	($40,478,035)	19.83%	$667,100	$3,330,885
Total Expenditures	101,036	551,177	50,576,784	50,025,607	1.09%	513,975	1,479,662
Revenues less expenditures	9,332,310	9,460,661	(86,911)	(9,547,572)	(10,885.46...	153,125	1,851,223
Difference	($1)		$1	$1	0.00%		

INTERIM STATEMENTS by Fund

550-Griffin-Spalding Airport Authority Fund

For the Four Months Ending Friday, October 31, 2025

	FISCAL YEAR 2026			Variance with Amended Budget		PRIOR FYTD	
	Actual		Amended			10/31/2024	6/30/2025
	MTD	FYTD	Budget	$ Over / (Under)	%	Actual	Actual
CHARGES FOR SERVICES							
Other / enterprise charges and fees							
Fuel Sales - AVGAS	$14,722	$63,618	$186,770	($123,152)	34.06%	$74,797	$199,527
Fuel Sales - Jet A	16,759	82,232	154,551	(72,319)	53.21%	57,527	209,783
Airport Services - Tug Fees		60		60		30	220
Total other / enterprise charges and fees	31,481	145,910	341,321	(195,411)	42.75%	132,354	409,530
Other fees							
Fuel Flowage Fees		14,000	32,000	(18,000)	43.75%	11,360	36,300
Overnight Fees		50	100	(50)	50.00%	30	180
Total other fees		14,050	32,100	(18,050)	43.77%	11,390	36,480
TOTAL CHARGES FOR SERVICES	**31,481**	**159,960**	**373,421**	**(213,461)**	**42.84%**	**143,744**	**446,010**
RENTS AND ROYALTIES							
AMR from MEAG Trust	900	3,600	10,800	(7,200)	33.33%	3,600	10,800
T-Hangar Rentals	1,025	4,100	14,000	(9,900)	29.29%	4,100	12,300
Tie Down Rentals	50	200	2,000	(1,800)	10.00%	700	2,850
Ground Leases	12,046	49,625	148,200	(98,575)	33.49%	50,458	146,829
Misc Revenue	2,683	6,074	14,277	(8,203)	42.54%	4,854	18,903
TOTAL RENTS AND ROYALTIES	**16,704**	**63,599**	**189,277**	**(125,678)**	**33.60%**	**63,712**	**191,682**
TOTAL OPERATING REVENUE	**48,185**	**223,559**	**562,698**	**(339,139)**	**39.73%**	**207,456**	**637,692**
OPERATING EXPENSE							
Personal Services and Employee Benefits:							
Salaries and Wages	18,647	72,194	240,592	168,398	30.01%	60,751	220,830
Employee Benefits	5,427	23,183	91,507	68,324	25.33%	20,322	62,655
Total Personal Services and Employee Benefits	24,074	95,377	332,099	236,722	28.72%	81,073	283,485
Purchased or Contracted Services	10,469	41,795	146,847	105,052	28.46%	60,417	149,352
Utilities:							
Water/Sewerage	143	568	2,500	1,932	22.72%	828	2,142
Natural Gas	201	616	3,500	2,884	17.60%	681	3,116
Electricity	830	3,467	12,500	9,033	27.74%	3,452	9,568
Gasoline	355	1,378	6,205	4,827	22.21%	1,501	4,477
Stormwater	2,339	9,358	28,600	19,242	32.72%	9,325	27,869
Customer Service Fee	35	140	420	280	33.33%	154	441
Total Utilities	3,903	15,527	53,725	38,198	28.90%	15,941	47,613
Supplies	20,648	93,975	318,315	224,340	29.52%	87,097	258,707
Capital Outlay:							
Property (Land and Buildings)	10,211,199	10,578,310	47,742,249	37,163,939	22.16%	74,935	2,149,366
Capital Outlay - Reclass to Balance Sheet	(10,211,199)	(10,578,310)		10,578,310		(74,935)	(2,149,366)
Total Capital Outlay			47,742,249	47,742,249			
Depreciation Expense	11,229	45,891	326,030	280,139	14.08%	45,891	129,051
Inter-Departmental Charges	9,229	40,092	80,056	39,964	50.08%	36,084	110,691
TOTAL OPERATING EXPENSE	**79,552**	**332,657**	**48,999,321**	**48,666,664**	**0.68%**	**326,503**	**978,899**
OPERATING INCOME (LOSS)	**(31,367)**	**(109,098)**	**(48,436,623)**	**48,327,525**	**0.23%**	**(119,047)**	**(341,207)**
NON-OPERATING INCOME (EXPENSE)							
Intergovernmental							
Federal Government Grants							
Capital							
Direct			24,583,988	(24,583,988)		12,291	12,291
Indirect	19,249	47,246		47,246			

INTERIM STATEMENTS by Fund

550-Griffin-Spalding Airport Authority Fund

For the Four Months Ending Friday, October 31, 2025

	FISCAL YEAR 2026			Variance with Amended Budget		PRIOR FYTD	
	Actual		Amended			10/31/2024	6/30/2025
	MTD	FYTD	Budget	$ Over / (Under)	%	Actual	Actual
Net Capital	19,249	47,246	24,583,988	(24,536,742)	0.19%	12,291	12,291
Total Federal Government Grants	19,249	47,246	24,583,988	(24,536,742)	0.19%	12,291	12,291
State Government Grants							
Capital							
Direct (CDBG Grant Proceeds)	9,350,815	9,662,898	22,197,371	(12,534,473)	43.53%	51,283	1,865,531
Total Capital	19,249	47,246	24,583,988	(24,536,742)	0.19%	12,291	12,291
Total State Government Grants	9,350,815	9,662,898	22,197,371	(12,534,473)	43.53%	51,283	1,865,531
Local Government Unit Grants							
Spalding Co. Contribution		15,512	588,182	(572,670)	2.64%	15,512	111,431
Spalding County Contribution			562,505	(562,505)			
City of Griffin Contribution							(208,825)
Total Local Government Unit Grants		15,512	1,150,687	1,135,175	1.35%	15,512	(97,394)
Total Intergovernmental revenue	9,370,064	9,725,656	47,932,046	(38,206,390)	20.29%	79,086	1,780,428
Total Intergovernmental - net	9,370,064	9,725,656	47,932,046	(38,206,390)	20.29%	79,086	1,780,428
Interest Income							
Bank Account Interest	1,565	5,562		5,562		6,595	16,620
Total Interest/Investment Income	1,565	5,562		5,562		6,595	16,620
Principal			(565,000)	565,000			
Interest Expense	1,931	(50,200)	(105,970)	55,770	47.37%	(57,128)	(106,528)
Total principal and interest expense	1,931	(50,200)	(670,970)	620,770	7.48%	(57,128)	(106,528)
Contributions and donations							
GMA Safety Grant							1,812
Total contributions and donations							1,812
TOTAL NON-OPERATING INCOME (EXPENSE)	**9,373,560**	**9,681,018**	**47,261,076**	**(37,580,058)**	**20.48%**	**28,553**	**1,692,332**
INCOME (LOSS) BEFORE TRANSFERS	**9,342,193**	**9,571,920**	**(1,175,547)**	**10,747,467**	**(814.25%)**	**(90,494)**	**1,351,125**
TRANSFERS							
Transfers - in			1,088,637	(1,088,637)		161,296	457,152
TOTAL TRANSFERS - NET			**1,088,637**	**(1,088,637)**		**161,296**	**457,152**
CHANGE IN NET POSITION	**$9,342,193**	**$9,571,920**	**($86,910)**	**$9,658,830**	**(11,013.60...**	**$70,802**	**$1,808,277**
CONTROL TOTALS							
Total Revenues	$9,419,814	$9,954,777	$49,583,382	($39,628,605)	20.08%	$454,434	$2,893,705
Total Expenditures	77,621	382,858	49,670,292	49,287,434	0.77%	383,631	1,085,428
Revenues less expenditures	9,342,193	9,571,919	(86,910)	(9,658,829)	(11,013.60...	70,803	1,808,277
Difference		$1		($1)	0.00%	($1)	

INTERIM STATEMENTS by Fund
952-Main Street Program Fund
For the Four Months Ending Friday, October 31, 2025

	FISCAL YEAR 2026			Variance with Amended Budget		PRIOR FYTD	
	Actual		Amended			10/31/2024	6/30/2025
	MTD	FYTD	Budget	$ Over / (Under)	%	Actual	Actual
RENTS AND ROYALTIES							
Misc Revenue	$1,073	$2,875	$4,759	($1,884)	60.41%	$2,504	$9,105
TOTAL RENTS AND ROYALTIES	**1,073**	**2,875**	**4,759**	**(1,884)**	**60.41%**	**2,504**	**9,105**
TOTAL OPERATING REVENUE	**1,073**	**2,875**	**4,759**	**(1,884)**	**60.41%**	**2,504**	**9,105**
OPERATING EXPENSE							
Personal Services and Employee Benefits:							
Salaries and Wages	4,683	18,398	60,098	41,700	30.61%	15,094	56,159
Employee Benefits	1,742	6,924	28,052	21,128	24.68%	5,499	17,707
Total Personal Services and Employee Benefits	6,425	25,322	88,150	62,828	28.73%	20,593	73,866
Purchased or Contracted Services	2,709	8,230	47,635	39,405	17.28%	9,969	37,083
Utilities:							
Electricity	71	282	850	568	33.18%	71	635
Gasoline		78	780	702	10.00%		
Stormwater	63	254	766	512	33.16%	248	748
Customer Service Fee	4	14	42	28	33.33%	14	42
Total Utilities	138	628	2,438	1,810	25.76%	333	1,425
Supplies	9,501	11,638	23,500	11,862	49.52%	4,328	21,365
Inter-Departmental Charges	2,142	9,546	16,356	6,810	58.36%	40,759	123,965
TOTAL OPERATING EXPENSE	**20,915**	**55,364**	**178,079**	**122,715**	**31.09%**	**75,982**	**257,704**
OPERATING INCOME (LOSS)	**(19,842)**	**(52,489)**	**(173,320)**	**120,831**	**30.28%**	**(73,478)**	**(248,599)**
NON-OPERATING INCOME (EXPENSE)							
Intergovernmental							
Intergovernmental - Exp		(100,000)		(100,000)			
Total Intergovernmental - net		(100,000)		(100,000)			
Contributions and donations							
Contributions & Donations			26,600	(26,600)			14,266
GMA Safety Grant							733
Total contributions and donations			26,600	(26,600)			14,999
TOTAL NON-OPERATING INCOME (EXPENSE)		**(100,000)**	**26,600**	**(126,600)**	**(375.94%)**		**14,999**
INCOME (LOSS) BEFORE TRANSFERS	**(19,842)**	**(152,489)**	**(146,720)**	**(5,769)**	**103.93%**	**(73,478)**	**(233,600)**
TRANSFERS							
Transfers - in	12,227	48,907	146,720	(97,813)	33.33%		187,554
TOTAL TRANSFERS - NET	**12,227**	**48,907**	**146,720**	**(97,813)**	**33.33%**		**187,554**
CHANGE IN NET POSITION	**($7,615)**	**($103,582)**		**($103,582)**	**0.00%**	**($73,478)**	**($46,046)**
CONTROL TOTALS							
Total Revenues	$13,299	$51,782	$178,079	($126,297)	29.08%	$2,504	$211,658
Total Expenditures	20,914	155,364	178,079	22,715	87.24%	75,981	257,704
Revenues less expenditures	(7,615)	(103,582)		103,582	0.00%	(73,477)	(46,046)
Difference					0.00%	($1)	

INTERIM STATEMENTS by Fund

953-Downtown Development Authority Fund

For the Four Months Ending Friday, October 31, 2025

	FISCAL YEAR 2026			Variance with Amended Budget		PRIOR FYTD	
	Actual		Amended			10/31/2024	6/30/2025
	MTD	FYTD	Budget	$ Over / (Under)	%	Actual	Actual
RENTS AND ROYALTIES							
Property Rental	$200	$800	$2,400	($1,600)	33.33%		$1,600
TOTAL RENTS AND ROYALTIES	**200**	**800**	**2,400**	**(1,600)**	**33.33%**		**1,600**
TOTAL OPERATING REVENUE	**200**	**800**	**2,400**	**(1,600)**	**33.33%**		**1,600**
OPERATING EXPENSE							
Purchased or Contracted Services	465	804	23,714	22,910	3.39%	4,542	12,340
Utilities:							
Stormwater	32	133	720	587	18.47%	174	628
Customer Service Fee	4	18	84	66	21.43%	21	91
Total Utilities	36	151	804	653	18.78%	195	719
Supplies			480	480		76	966
Capital Outlay:							
Property (Land and Buildings)		4,341	657,576	653,235	0.66%	209,980	225,210
Capital Outlay - Reclass to Balance Sheet		(4,341)		4,341		(209,980)	(225,210)
Total Capital Outlay			657,576	657,576			
Inter-Departmental Charges						32,551	97,652
Miscellaneous	2,000	12,000	45,839	33,839	26.18%	17,000	23,963
TOTAL OPERATING EXPENSE	**2,501**	**12,955**	**728,413**	**715,458**	**1.78%**	**54,364**	**135,640**
OPERATING INCOME (LOSS)	**(2,301)**	**(12,155)**	**(726,013)**	**713,858**	**1.67%**	**(54,364)**	**(134,040)**
NON-OPERATING INCOME (EXPENSE)							
Intergovernmental							
Intergovernmental - Exp							(891)
Total Intergovernmental - net							(891)
Interest Income							
Bank Account Interest	32	138		138		182	462
Total Interest/Investment Income	32	138		138		182	462
TOTAL NON-OPERATING INCOME (EXPENSE)	**32**	**138**		**138**		**182**	**(429)**
INCOME (LOSS) BEFORE TRANSFERS	**(2,269)**	**(12,017)**	**(726,013)**	**713,996**	**1.66%**	**(54,182)**	**(134,469)**
TRANSFERS							
Transfers - in		4,341	726,013	(721,672)	0.60%	209,980	223,460
TOTAL TRANSFERS - NET		**4,341**	**726,013**	**(721,672)**	**0.60%**	**209,980**	**223,460**
CHANGE IN NET POSITION	**($2,269)**	**($7,676)**		**($7,676)**	**0.00%**	**$155,798**	**$88,991**
CONTROL TOTALS							
Total Revenues	$232	$5,279	$728,413	($723,134)	0.72%	$210,163	$225,522
Total Expenditures	2,500	12,955	728,413	715,458	1.78%	54,362	136,530
Revenues less expenditures	(2,268)	(7,676)		7,676	0.00%	155,801	88,992
Difference	($1)				0.00%	($3)	($1)

CITY OF GRIFFIN
SALES TAX ANALYSIS

LOCAL OPTION SALES TAX (LOST)

Month	FY 2022 MTD	FY 2022 FYTD Total	FY 2022 FYTD % of Budget	FY 2023 MTD	FY 2023 FYTD Total	FY 2023 FYTD % of Budget	FY 2024 MTD	FY 2024 FYTD Total	FY 2024 FYTD % of Budget	FY 2025 MTD	FY 2025 FYTD Total	FY 2025 FYTD % of Budget	FY 2026 MTD	FY 2026 FYTD Total	FY 2026 FYTD % of Budget	MTD Change from Prior Year	Percent
July	$ 441,145	$ 441,145	9.29%	$ 458,324	$ 458,324	8.85%	$ 473,019	$ 473,019	8.92%	$ 470,106	$ 470,106	8.55%	$ 500,567	$ 500,567	8.86%	$ (2,913)	-0.62%
August	425,603	866,748	18.25%	452,002	910,327	17.58%	493,024	966,043	18.23%	474,918	$ 945,024	17.18%	513,639	$ 1,014,206	17.95%	$ (18,106)	-3.67%
September	410,717	1,277,465	26.89%	450,187	1,360,514	26.28%	452,082	1,418,125	26.76%	480,208	$ 1,425,232	25.91%	508,894	$ 1,523,100	26.96%	$ 28,126	6.22%
October	417,442	1,694,907	35.68%	463,086	1,823,600	35.22%	462,562	1,880,687	35.48%	430,075	$ 1,855,307	33.73%	489,043	$ 2,012,143	35.61%	$ (32,487)	-7.02%
Distribution											$ -			$ -			
November	411,967	2,106,874	44.36%	468,213	2,291,813	44.27%	474,785	2,355,471	44.44%	482,265	$ 2,337,571	42.50%		$ -		$ 7,480	1.58%
December	442,119	2,548,993	53.66%	465,265	2,757,078	53.25%	452,471	2,807,942	52.98%	472,799	$ 2,810,370	51.10%		$ -		$ 20,328	4.49%
January	509,457	3,058,450	64.39%	545,958	3,303,035	63.80%	560,583	3,368,525	63.56%	567,668	$ 3,378,038	61.42%		$ -		$ 7,085	1.26%
February	397,730	3,456,180	72.76%	415,351	3,718,386	71.82%	423,694	3,792,219	71.55%	421,302	$ 3,799,340	69.08%		$ -		$ (2,392)	-0.56%
March	406,709	3,862,889	81.32%	420,772	4,139,158	79.95%	459,845	4,252,064	80.23%	439,681	$ 4,239,021	77.07%		$ -		$ (20,165)	-4.39%
April	472,417	4,335,306	91.27%	492,846	4,632,004	89.47%	470,825	4,722,889	89.11%	495,364	$ 4,734,385	86.08%		$ -		$ 24,539	5.21%
Distribution											$ -			$ -			
May	443,309	4,778,615	100.60%	460,159	5,092,163	98.35%	452,490	5,175,379	97.65%	479,356	$ 5,213,742	94.80%		$ -		$ 26,866	5.94%
Jun	451,702	5,230,317	110.11%	467,858	5,560,021	107.39%	470,577	5,645,956	106.53%	472,850	$ 5,686,592	103.39%		$ -		$ 2,273	0.48%
Total	**$ 5,230,317**			**$ 5,560,021**			**$ 5,645,956**			**$ 5,686,592**			**$ 2,012,143**				
% of Budget	110.11%			107.39%			106.53%			103.39%			35.61%				
Budget	$ 4,750,000			$ 5,177,373			$ 5,300,000			$ 5,500,000			$ 5,650,000				
Average	$ 435,860			$ 463,335			$ 470,496			$ 473,883			$ 503,036				

CITY OF GRIFFIN
SALES TAX ANALYSIS

TRANSPORTATION - SPECIAL PURPOSE LOCAL OPTION SALES TAX 2022 (T-SPLOST)

	FY 2022			FY 2023			FY 2024			FY 2025			FY 2026		
Month	**MTD**	**FYTD Total**	**FYTD % of Budget**	**MTD**	**FYTD Total**	**FYTD % of Budget**	**MTD**	**FYTD Total**	**FYTD % of Budget**	**MTD**	**FYTD Total**	**FYTD % of Budget**	**MTD**	**FYTD Total**	**FYTD % of Budget**
July	$ -	$ -		$ 364,041	$ 364,041	9.77%	$ 388,417	$ 388,417	10.42%	$ 388,209	$ 388,209	10.41%	$ 432,325	$ 432,325	11.60%
August	-			359,820	723,861	19.42%	370,885	$ 759,302	20.37%	$ 394,625	$ 782,834	21.00%	$ 433,287	$ 865,612	23.22%
September	-			372,168	1,096,029	29.40%	374,611	$ 1,133,913	30.42%	$ 352,476	$ 1,135,310	30.46%	$ 410,390	$ 1,276,002	34.23%
October	-			374,023	1,470,053	39.44%	375,853	$ 1,509,766	40.50%	$ 393,829	$ 1,529,139	41.02%	$ 406,423	$ 1,682,425	45.14%
November	-			373,411	1,843,464	49.46%	365,356	$ 1,875,122	50.31%	$ 388,969	$ 1,918,108	51.46%		$ -	
December	-			440,751	2,284,214	61.28%	461,588	$ 2,336,710	62.69%	$ 472,656	$ 2,390,764	64.14%		$ -	
January	-			331,213	2,615,427	70.17%	343,359	$ 2,680,069	71.90%	$ 358,465	$ 2,749,229	73.76%		$ -	
February	-			342,395	2,957,822	79.35%	379,372	$ 3,059,441	82.08%	$ 366,550	$ 3,115,779	83.59%		$ -	
March	-			395,641	3,353,463	89.97%	387,858	$ 3,447,299	92.48%	$ 415,584	$ 3,531,363	94.74%		$ -	
April	349,959	349,959	47.05%	367,844	3,721,307	99.83%	371,587	$ 3,818,886	102.45%	$ 398,590	$ 3,929,953	105.43%		$ -	
May	355,568	705,527	94.86%	378,958	4,100,265	110.00%	382,870	$ 4,201,755	112.72%	$ 399,495	$ 4,329,448	116.15%		$ -	
Jun	366,889	1,072,416	144.19%	379,147	4,479,412	120.17%	384,950	$ 4,586,706	123.05%	$ 420,901	$ 4,750,349	127.44%		$ -	
Total	**$ 1,072,416**			**$ 4,479,412**			**$ 4,586,706**			**$ 4,750,349**			**$ 1,682,425**		
% of Budget	144.19%			120.17%			123.05%			127.44%			45.14%		
Budget	$ 743,750			$ 3,727,500			$ 3,727,500			$ 3,727,500			$ 3,727,500		
Average	$ 357,472			$ 373,284			$ 382,225			$ 395,862			$ 420,606		
% Increase PY				4.42%			2.40%			3.57%			6.25%		
Actual Inception to Date	$ 1,072,416			$ 5,551,828			$ 10,138,533			$ 14,888,882			$ 16,571,308		
Cummulative Budget	$ 743,750			$ 4,471,250			$ 8,198,750			$ 11,926,250			$ 15,653,750		

October financial statements – 33% into the fiscal year

Year-to-date

Fund	Operating Revenue in Dollars	Operating Revenue Percentage of Budget	Operating Expense in Dollars	Operating Expense Percentage of Budget
General Fund	9,918,301	35.63	14,122,905	31.82
Enterprise Funds	45,280,813	39.48	29,765,635	27.35
Water / Wastewater	11,813,355	36.75	6,008,816	20.99
Electric	27,314,045	41.3	18,631,336	29.63
Solid Waste	4,307,242	38.56	3,309,147	30.19

Year-to-Date Sales Tax Analysis

Sales Tax	Dollars Collected	Percent of Budget
LOST	2,012,143	35.61
TSPLOST	1,682,425	45.14

AGENDA ITEM SUMMARY

ITEM SUMMARY:

Receive comments regarding a request for a variance from the minimum lot area, minimum street frontage, minimum lot width, minimum floor area per dwelling unit, and minimum front and side setback requirements for property located at 323 North 4th Street. *Director of Planning and Development, Michelle Haynes, will address.*

SPECIAL CONSIDERATIONS OR CONCERNS:

The applicant, Joseph Hodges, is requesting a variance for Article 708 which states the physical requirements for the creation of a new parcel and the standards and placement of a new residential dwelling in the Medium Density Residential zoning district. This lot is unique as it holds three single family homes. Right now, the property is legally nonconforming since three (3) structures reside on the lot. The owner wants to remove the legal nonconformity of three houses on a single-family lot and place each house on its own parcel. The creation of the three lots requires a variance since the new parcels will not be conforming due to minimum lot area, minimum street frontage, minimum lot width, minimum floor area per dwelling unit, and minimum front and side setback requirements However, the new proposed lots will be consistent with other lot sizes in the area. The street addresses associated with this parcel are 323 North 4th Street, 329 North 4th Street, and 331 North 4th Street.

STAFF RECOMMENDATION:

Staff recommends approval.

FINANCIAL IMPACT:

N/A

Submitted By:
Michelle Haynes

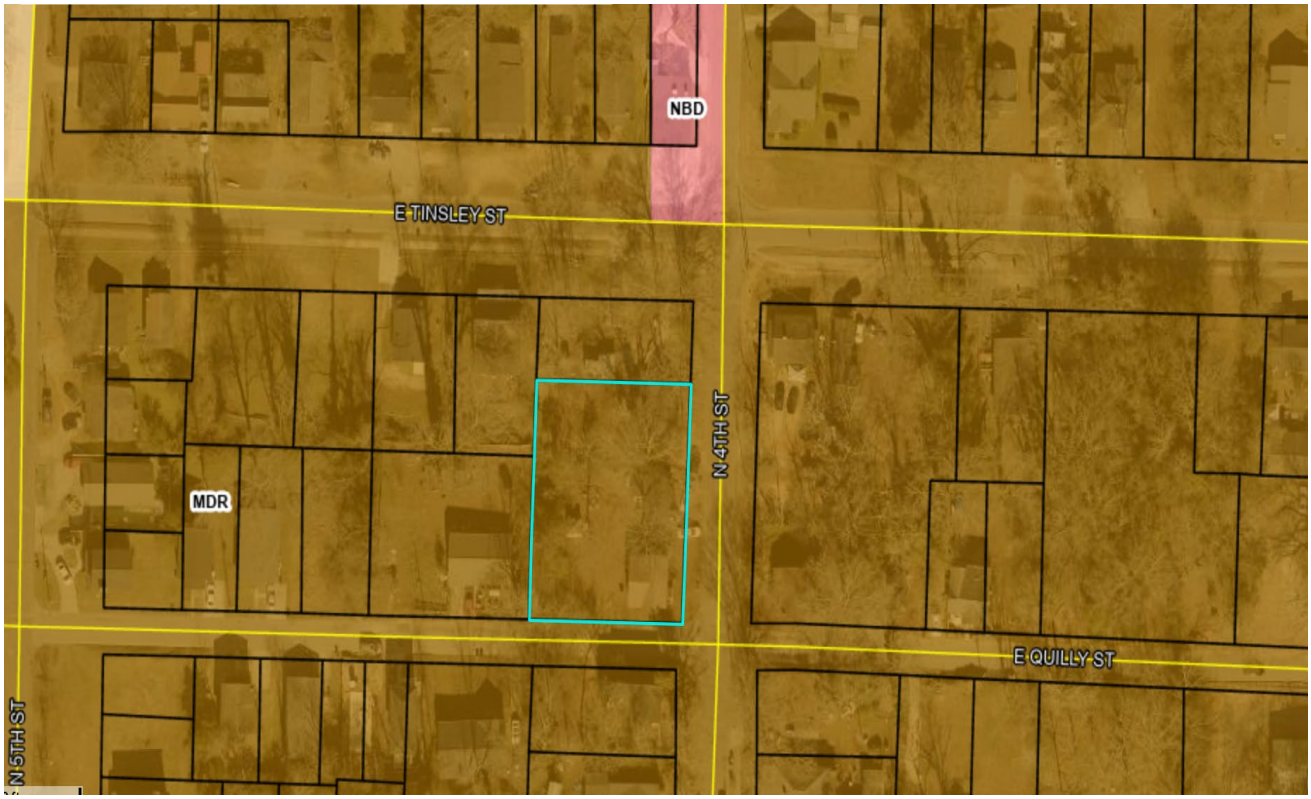
Meeting Date:
09/12/2025

Reviewed By:
Jessica O'Connor

ATTACHMENTS:
323 N 4th St. VAR Staff Report.pdf
323 N 4th St Variance Application.pdf
323 N 4th St Variance Site Plan.pdf

Variance
323 North 4th Street
Project No. 25-VAR-04

Applicant: Joseph Hodges
Owner: 3BGLF LOC LLC



Current Land Use Classification	Residential
Current Zoning	Medium Density Residential, MDR
Proposed Variance	Minimum lot area, minimum street frontage, minimum lot width, minimum floor area per dwelling unit, and minimum front and side setback requirements
Parcel Size	0.40 +/-
Map, Block & Lot Number	007 16009
City Commission	December 9, 2025
District Commissioner Member	Rose Curtis
Citizen Notification	Legal Notice was run in the November 8, 2025, edition of the *Griffin Daily News* for the City Board of Commissioners Public Hearing. Signage was placed on the property illustrating the purpose, date and time of the meeting on November 13, 2025.

Proposal/Site Location:

The applicant, Joseph Hodges, is requesting a variance for Article 708 which states the physical requirements for the creation of a new parcel and the standards and placement of a new residential dwelling in the Medium Density Residential zoning district. This lot is unique as it holds three single family homes. Right now, the property is legally nonconforming since three (3) structures reside on the lot. The owner wants to remove the legal nonconformity of three houses on a single-family lot and place each house on its own parcel. The creation of the three lots requires a variance since the new parcels will not be conforming due to minimum lot area, minimum street frontage, minimum lot width, minimum floor area per dwelling unit, and minimum front and side setback requirements However, the new proposed lots will be consistent with other lot sizes in the area. The street addresses associated with this parcel are 323 North 4th Street, 329 North 4th Street, and 331 North 4th Street.



Zoning Ordinance Sections applicable to this Application:

The following sections of the Unified Development Code apply to this variance request:

Article 410	Variance
Article 505	Nonconforming Uses and Structures
Article 708	Medium Density Residential (MDR)

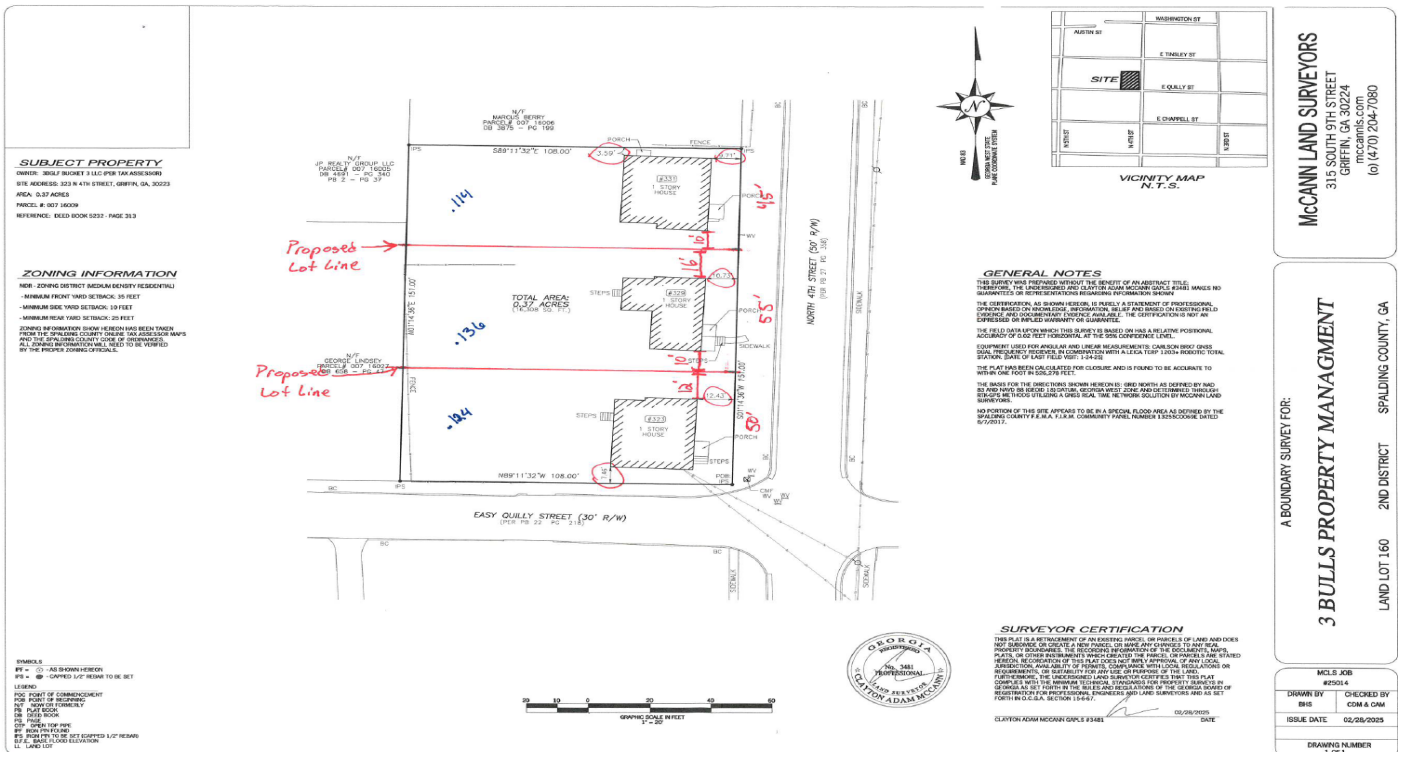
Article 410, Variance Standards for Review:

1. **There are extraordinary and exceptional conditions pertaining to the particular piece of property in question because of its size, shape, or topography;**

   There are extraordinary and exceptional conditions pertaining to this particular piece of property as it relates to its size and legal non-conformity. Currently, the lot is nonconforming as it is zoned for a single-family home and there are three (3) houses on the parcel. The owner wants to remove the legal nonconformity of three houses on a single-family lot and place each house on its own parcel. Even though the new lots will not be conforming due to the lot size, street frontage, and lot width, the new proposed lots will be consistent with other lot sizes in the area. The proposed lots will be .136 +/- acres, .124 +/- acres, and .114+/- acres.

2. **The application of these regulations to this particular piece of property would create a practical difficulty or unnecessary hardship.**

   The application of a Medium Density Residential physical requirements to this property would create a practical difficulty or unnecessary hardship with regards to the size of the proposed parcels. When a new lot is created, either by combination or division of the land, the newly formed lot(s) must meet the current zoning standards. To meet the minimum lot size requirement in MDR, a new lot must be at least ¼ or .25 acres. The other minimum lot standards in MDR are a minimum street frontage of 60 feet and a lot width of 60 feet. The new lots are unable to meet these requirements, which is why the variance is needed. Another hardship is the setback requirements for the existing houses. The new setbacks created during the division of the lot are the side setbacks surrounding the middle house. All of the new setbacks will meet or exceed the minimum side setback requirement. It is only the existing side and front setbacks that do not meet the requirements. This is due to the placement of the houses on the lot. Please see the proposed site plan below.



3. **Such conditions are peculiar to the piece of property involved.**

   Such conditions are peculiar to the piece of property involved as the property is large enough to place three houses on the same lot when the houses were built many decades ago. The owner can leave the lot as is and the houses will be used as rental homes. However, the owner would like to place each home on a separate parcel which will allow homeownership opportunities for all three homes.

   Planning Staff is aware of other properties within the MDR zoning district with similar issues as this particular property. There is a lot directly across the street that has four (4) houses on the same lot. Within Griffin, many lots are platted below the MDR required one-fourth of an acre, since many were platted prior to the adoption of the current zoning in the City of Griffin. By dividing the lot, the new lots will be consistent with the majority of the parcels in the area.

4. **Relief, if granted, would not cause substantial detriment to the public good or impair the purposes and intent of these regulations, provided, however, that no Variance may be granted for a use of land or building or structure that is prohibited by this Ordinance.**

   If granted, the variance should not cause substantial detriment to the public good or create a negative impact on the surrounding properties. It is the intent of the Unified Development Code (UDC), Article 505, to eliminate non-conforming lots and structures when at all possible. Although the division of the lot does not meet the requirements of a new lot in the MDR zoning district, the creation of the three smaller single-family lots does come closer to meeting the physical requirements than leaving a larger lot with three (3) houses.

5. **A literal interpretation of this Ordinance would deprive the applicant of any rights that others in the same district are allowed.**

   The literal interpretation of this ordinance would deprive the applicant of rights that others in the same district are allowed. Many properties within the MDR Zoning District in this geographic area of the city are platted as legal non-conforming lots according to the current requirements of the UDC.

Planning & Development Department Review:

The applicant, Joseph Hodges, is requesting a variance for Article 708 which states the physical requirements for the creation of a new parcel and the standards and placement of a new residential dwelling in the Medium Density Residential zoning district. This lot is unique as it holds three single family homes. Right now, the property is legally nonconforming since three (3) structures reside on the lot. The owner wants to remove the legal nonconformity of three houses on a single-family lot and place each house on its own parcel. The creation of the three lots requires a variance since the new parcels will not be conforming due to minimum lot area, minimum street frontage, minimum lot width, minimum floor area per dwelling unit, and minimum front and side setback requirements. However, the new proposed lots will be consistent with other lot sizes in the area. The street addresses associated with this parcel are 323 North 4th Street, 329 North 4th Street, and 331 North 4th Street.

Planning Staff Recommendation:

Planning & Development staff recommends **APPROVAL** of the variance request (25–VAR-04) from the minimum lot area, minimum street frontage, minimum lot width, minimum floor area per dwelling unit, and minimum front and side setback requirements for property located at 323 North 4th Street submitted by Joseph Hodges.

Submitted by:

Michelle Haynes, Director
Planning and Development Services

122-5

PLANNING AND DEVELOPMENT SERVICES DEPARTMENT
APPLICATION FOR VARIANCE

Date Received: 6-11-25 Application Number: 25-VAR-04

Instructions for Applicant:

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

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

Variance Application Submission Requirements:

1. Complete Variance Application
2. Complete Variance Questionnaire
3. Property Owner or Owner's Representative Authorized Form
4. Conflict of Interest Disclosure
5. Site Plan or drawing of the respective development
6. Fees Due: Commercial $300.00/Residential $250.00

CITY ACTIONS:

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

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

60 lot width

Side & front Setbacks
house size
lot size
lot width

PLANNING AND DEVELOPMENT SERVICES DEPARTMENT
APPLICATION FOR VARIANCE

Date Received: 6-11-25 Application Number: 25.VAR.04

Project Name/ Description: Parcelling 323, 328, 331 N 4th St
Address: 323 N 4th St, Griffin
Parcel Number(s): 007 16009 Current Zoning: MDR Parcel(s) Size: .37 acres

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

A. The following information must be submitted with the Variance Application:

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

PLANNING AND DEVELOPMENT SERVICES DEPARTMENT
APPLICATION FOR VARIANCE

Date Received: 6-11-25 Application Number: 25.VAR-04

Applicant/Agent/Representatives Name:
Joe Hodges

Address: 209 N 13th St

City: Griffin State: GA Zip: 30223

Telephone Number(s): 404-809-7204 Email: Joseph@3Bullsdc.com

Project Name/ Description: Parcelling 323, 329, & 331 N 4th St

Address: 323 N 4th St, Griffin

Parcel Number(s): 007 16009 Current Zoning: MDR Parcel(s) Size: .37 acres

UDC Section to be Varied Setbacks, Lot Size, Road Frontage

Property Owner Name: 3BGLF Bucket 3 LLC

Address: 209 N 13th St

City: Griffin State: GA Zip: 30223

Telephone Number(s): 404-809-7204 Email: Troy@3bullscapital.com

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

Applicant Signature Joseph Hodges Printed Name 6/10/2025 Date

PLANNING AND DEVELOPMENT SERVICES DEPARTMENT
APPLICATION FOR VARIANCE

Date Received: 6-11-25 Application Number: 25-VAR-04

OWNER'S AUTHORIZATION

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

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

☐ Rezoning ☒ Variance ☐ Special Use

☐ Development Plan ☐ Plat Approval ☐ Temporary Use

Applicant Name: Three Bulls Georgia Legend Fund

Property Owner Signature	TROY WILLIAMS Printed Name	3/11/2025 Date
Legal Representative Signature	Joseph Hodges Printed Name	3/11/2025 Date

Faye C. Phillips
Notary Signature

Seal:

FAYE C PHILLIPS NOTARY PUBLIC CLAYTON COUNTY, GEORGIA MY COMMISSION EXPIRES NOVEMBER 30, 2025

Commission Expiration Date: 11302025

Griffin

PLANNING AND DEVELOPMENT SERVICES DEPARTMENT
APPLICATION FOR VARIANCE

Date Received: 6-11-25 Application Number: 25-VAR.04

CONFLICT OF INTEREST DISCLOSURE

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

☐ Yes ☒ No

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

- Name and position of Government Official:

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

Applicant Signature

Joseph Hodges
Printed Name

6/10/2025
Date

PLANNING AND DEVELOPMENT SERVICES DEPARTMENT
APPLICATION FOR VARIANCE

Date Received: 6-11-25 Application Number: 25.VAR-04

B. Please provide written answers to the following criteria to justify a Request for Variance:

1. State how there are extraordinary and exceptional conditions pertaining to the particular piece of property in question because of its size, shape or topography.
2. State how the application of these regulations to this particular piece of property would create a practical difficulty or unnecessary hardship.
3. State how such conditions are peculiar to the particular piece of property involved.
4. Indicate how relief, if granted, would not cause substantial detriment to the public good or impair the purposes and intent of these regulations, provided, however that no variance may be granted for a use of land or building or structure that is prohibited by this ordinance.
5. State how a literal interpretation of this ordinance would deprive the applicant of any rights that others in the same district are allowed.

Variance Questionnaire

1.) The extraordinary and exceptional conditions are the following:
    a.) These properties are single family homes but are located on a single parcel
    b.) The lots can be divided but will be below minimal size so a lot size, road frontage, and setback variances are needed
    c.) These are currently zoned MDR but since they are multiple dwelling on a single parcel they would need to zone HDR - These are nonconforming lots based on zoning and location
2.) The goal is to sell each individual house to a homeowner. Since all the dwellings are on the same parcel, it will be impossible to sell individual properties.
3.) Having multiple houses on a single parcel not only makes it a HDR instead of a MDR, it could prevent someone from purchasing the homes.
4.) If granted the variance, this will help relieve the zoning issue. The public will benefit from having not just multiple houses on a single parcel but multiple options that will be available to be purchased instead of more rentals. This helps not just the community but also the city in bringing in more tax dollars and helps the community in housing. Yes the lots are non conforming when it comes to size but offers more housing to individual homeowners.
5.) I think this ordinance will not deprive any applicant of rights that others in the same district are allowed. If anything this variance will help other applicants in this district and others around the community.


N 4TH ST

708 C. - Physical requirements.

Unless otherwise specified in this ordinance, uses permitted in the MDR district shall conform to the following standards:

1. *Minimum lot area:* One-fourth of an acre or 10,890 square feet.
2. *Minimum floor area per dwelling unit:* 1,500 square feet for single story; with a minimum building footprint of 900 square feet for two or more story dwellings.
3. *Minimum street frontage:* 60 feet for single-family dwellings on non cul-de-sac lots; 35 feet for cul-de-sac lots.
4. *Minimum lot width:* 60 feet as measured at building line for single-family dwellings.
5. *Minimum front yard:* 35 feet.
6. *Minimum side yard:* Ten feet.
7. *Minimum rear yard:* 25 feet.
8. *Maximum building height:* 35 feet.
9. *Maximum lot coverage by impervious surface:* 45 percent.
10. *Buffer requirements:* Any R-4 development adjoining an R-1, R-2 or R-3 zoning district or property identified on the future land use map as low density residential development and proposing duplexes shall establish a minimum 30-foot landscaped buffer between the zoning districts, in accordance with Section 604. Such buffer may be reduced to 20 feet, provided a landscaped earthen berm with a minimum height of three feet is established.
11. *Driveways:* All single-family dwellings shall be provided with a paved driveway accommodating a minimum of two automobiles. Garages or carports shall be provided for a minimum of one automobile. No parking shall be permitted on the street.
12. *100-year Floodplain:*No permanent structure shall be constructed within the boundary of the 100-year floodplain unless the structure meets minimum floodplain ordinance requirements as established in Chapter 50, Floods, of the Griffin Code of Ordinances.

SUBJECT PROPERTY

OWNER: 3BGLF BUCKET 3 LLC (PER TAX ASSESSOR)

SITE ADDRESS: 323 N 4TH STREET, GRIFFIN, GA, 30223

AREA: 0.37 ACRES

PARCEL #: 007 16009

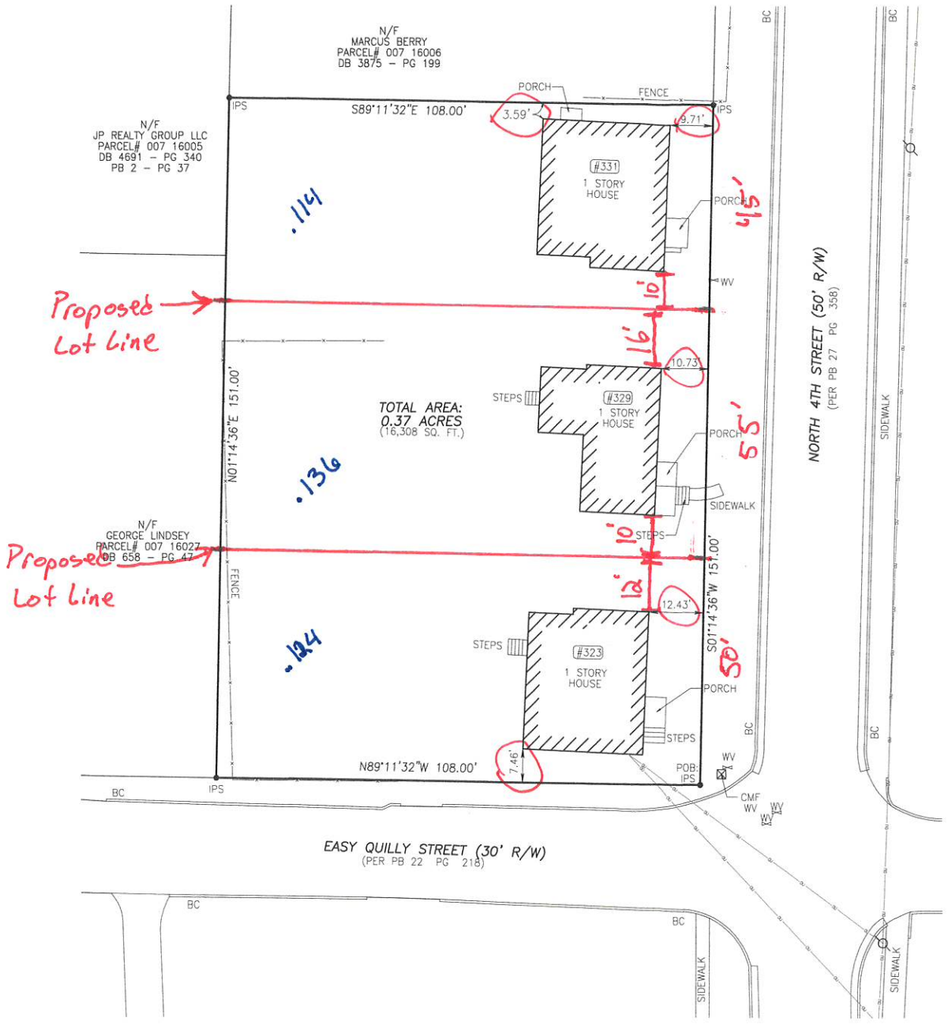
REFERENCE: DEED BOOK 5232 - PAGE 313

ZONING INFORMATION

MDR - ZONING DISTRICT (MEDIUM DENSITY RESIDENTIAL)

- MINIMUM FRONT YARD SETBACK: 35 FEET
- MINIMUM SIDE YARD SETBACK: 10 FEET
- MINIMUM REAR YARD SETBACK: 25 FEET

ZONING INFORMATION SHOW HEREON HAS BEEN TAKEN FROM THE SPALDING COUNTY ONLINE TAX ASSESSOR MAPS AND THE SPALDING COUNTY CODE OF ORDINANCES. ALL ZONING INFORMATION WILL NEED TO BE VERIFIED BY THE PROPER ZONING OFFICIALS.







VICINITY MAP
N.T.S.

GENERAL NOTES

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

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

THE FIELD DATA UPON WHICH THIS SURVEY IS BASED ON HAS A RELATIVE POSITIONAL ACCURACY OF 0.02 FEET HORIZONTAL AT THE 95% CONFIDENCE LEVEL.

EQUIPMENT USED FOR ANGULAR AND LINEAR MEASUREMENTS: CARLSON BRX7 GNSS DUAL FREQUENCY RECIEVER, IN COMBINATION WITH A LEICA TCRP 1203+ ROBOTIC TOTAL STATION. [DATE OF LAST FIELD VISIT: 1-24-25]

THE PLAT HAS BEEN CALCULATED FOR CLOSURE AND IS FOUND TO BE ACCURATE TO WITHIN ONE FOOT IN 526,278 FEET.

THE BASIS FOR THE DIRECTIONS SHOWN HEREON IS: GRID NORTH AS DEFINED BY NAD 83 AND NAVD 88 (GEOID 18) DATUM, GEORGIA WEST ZONE AND DETERMINED THROUGH RTK-GPS METHODS UTILIZING A GNSS REAL TIME NETWORK SOLUTION BY MCCANN LAND SURVEYORS.

NO PORTION OF THIS SITE APPEARS TO BE IN A SPECIAL FLOOD AREA AS DEFINED BY THE SPALDING COUNTY F.E.M.A. F.I.R.M. COMMUNITY PANEL NUMBER 13255C0069E DATED 6/7/2017.

SYMBOLS

IPF = ⊙ - AS SHOWN HEREON
IPS = ● - CAPPED 1/2" REBAR TO BE SET

LEGEND

POC POINT OF COMMENCEMENT
POB POINT OF BEGINNING
N/F NOW OR FORMERLY
PB PLAT BOOK
DB DEED BOOK
PG PAGE
OTP OPEN TOP PIPE
IPF IRON PIN FOUND
IPS IRON PIN TO BE SET (CAPPED 1/2" REBAR)
B.F.E. BASE FLOOD ELEVATION
LL LAND LOT

20 10 0 20 40 60
GRAPHIC SCALE IN FEET
1" = 20'

GEORGIA REGISTERED No. 3481 PROFESSIONAL LAND SURVEYOR CLAYTON ADAM MCCANN

SURVEYOR CERTIFICATION

THIS PLAT IS A RETRACEMENT OF AN EXISTING PARCEL OR PARCELS OF LAND AND DOES NOT SUBDIVIDE OR CREATE A NEW PARCEL OR MAKE ANY CHANGES TO ANY REAL PROPERTY BOUNDARIES. THE RECORDING INFORMATION OF THE DOCUMENTS, MAPS, PLATS, OR OTHER INSTRUMENTS WHICH CREATED THE PARCEL OR PARCELS ARE STATED HEREON. RECORDATION OF THIS PLAT DOES NOT IMPLY APPROVAL OF ANY LOCAL JURISDICTION, AVAILABILITY OF PERMITS, COMPLIANCE WITH LOCAL REGULATIONS OR REQUIREMENTS, OR SUITABILITY FOR ANY USE OR PURPOSE OF THE LAND. FURTHERMORE, THE UNDERSIGNED LAND SURVEYOR CERTIFIES THAT THIS PLAT COMPLIES WITH THE MINIMUM TECHNICAL STANDARDS FOR PROPERTY SURVEYS IN GEORGIA AS SET FORTH IN THE RULES AND REGULATIONS OF THE GEORGIA BOARD OF REGISTRATION FOR PROFESSIONAL ENGINEERS AND LAND SURVEYORS AND AS SET FORTH IN O.C.G.A. SECTION 15-6-67.

02/28/2025
CLAYTON ADAM MCCANN GAPLS #3481 — DATE

McCANN LAND SURVEYORS
315 SOUTH 9TH STREET
GRIFFIN, GA 30224
mccannls.com
(o) (470) 204-7080

A BOUNDARY SURVEY FOR:

3 BULLS PROPERTY MANAGMENT

LAND LOT 160 2ND DISTRICT SPALDING COUNTY, GA

MCLS JOB #25014	
DRAWN BY BHS	CHECKED BY CDM & CAM
ISSUE DATE	02/28/2025
DRAWING NUMBER 1 OF 1	

AGENDA ITEM SUMMARY

ITEM SUMMARY:

Consider a contract with Accelecom to renew services for a 1 GBPS Ethernet circuit to the Dr. Brant D. Keller Water Treatment Plant and Reservoir for 12 months with two one-year renewal options for a monthly service charge of $1,995.00. *Chief Technology Officer, Gibb Cotton, will address.*

SPECIAL CONSIDERATIONS OR CONCERNS:

This agreement will renew services for an existing 1 Gbps circuit to the Dr. Brant D. Keller Water Treatment Plant and Reservoir with Accelecom. This circuit provides internet, SCADA server monitoring, phones, and other critical communications to the facility. Renewal of the agreement will secure existing pricing for the duration of the agreement.

STAFF RECOMMENDATION:

Staff recommends approval.

FINANCIAL IMPACT:

The FY25 Telecommunications budget includes the $1,995.00 monthly service charge.

Submitted By:
Gibb Cotton

Meeting Date:
09/12/2025

Reviewed By:
Jessica O'Connor

ATTACHMENTS:
Brant_D_Keller_WTP_1G_renewal_with_AJW_sig.pdf

Docusign Envelope ID: 3CD027FB-D820-4CA9-9906-A8369E28E8BF

ACCELECOM

Accelecom Customer Service Order

By signing below, Customer (as identified below) hereby executes and delivers this Service Order to Accelecom GA LLC ("Accelecom"). This Service Order will be binding on the parties only upon issuance of an Order Confirmation by Accelecom.

Terms and Conditions agreed upon between the City of Griffin and Accelecom on 9/20/2023 shall apply to this Service Order. This is a 12-month contract and shall renew automatically for two (2) successive 12-month renewal terms, unless action is taken by either party to terminate the Contract. Provided however, if The City of Griffin receives funding and desires the same or similar Services, The City of Griffin shall utilize the renewal option with Accelecom.

Any terms and conditions included in this Service Order that conflict or are inconsistent with the Terms or the Order Confirmation will have no force or effect and are specifically rejected by Accelecom.

Prepared By	Mike Singer	Quote Number	00011436
Email	mike.singer@accelecom.net		

Customer Information:

Account Name	Griffin, City of
Billing Address	100 South Hill Street Griffin, Georgia 30230 United States

Service Type and Contract Term:

Service Type	E-LINE Ethernet Service
Contract Term (months)	12

*Download/Upload speeds are symmetrical.

**Services (One-Time Fees and Monthly Charges):

Full Site Address	Product	Quantity	Speed	Monthly Recurring Charge	Onetime / Installation Charge	Net MRC
100 South Hill St Griffin GA 30224	Ethernet Installation	1.00	1G	$0.00	$0.00	$0.00
2045 Flat Shoals Rd Still Branch Water treatment Plant Concord GA 30206	Ethernet Installation	1.00	1G	$0.00	$0.00	$0.00
100 South Hill St Griffin GA 30224	Ethernet Service	1.00	1G	$1,995.00	$0.00	$1,995.00
2045 Flat Shoals Rd Still Branch Water treatment Plant Concord GA 30206	Ethernet Service	1.00	1G	$0.00	$0.00	$0.00

Total Onetime / Installation Charge	$0.00
Total Monthly Recurring Charge	$1,995.00

**Prices do not include taxes and fees.

Quote Acceptance Information:

By signing and accepting below via electronic signature, you are acknowledging and agreeing that:

- you have the capacity and legal authority to enter into the Agreement on behalf of Customer;
- you have read and understand the online Terms, which contain substantial waivers and limitations of Accelecom's liability and a mutual waiver of jury trials; and

Docusign Envelope ID: 3CD027FB-D820-4CA9-9906-A8369E28E8BF

- Customer will be legally bound by the Agreement.

IF CUSTOMER DOES NOT AGREE TO BE BOUND BY THE AGREEMENT, YOU MUST NOTIFY ACCELECOM AT ACCELECOM@ACCELECOM.NET or 502-586-7600 PRIOR TO OR WITHIN TWENTY-FOUR (24) HOURS OF THE DATE OF THE ORDER CONFIRMATION.

Contract Notes

1 Gig Ethernet E-Line (transport only)
LOC A: 100 South hill St, Griffin, GA, 30224

LOC Z: Still Branch Water Treatment Plant, 2045 Flat Shoal Rd, Concord, GA 30206
MRC: $1,995.00. (CID: 5GE0MTXX00539)
Terms and Conditions agreed upon between the City of Griffin and Accelecom on 9/20/2023 shall apply to this Service Order. This is a 12-month contract and shall renew automatically for two (2) successive 12-month renewal terms, unless action is taken by either party to terminate the Contract. Provided however, if The City of Griffin receives funding and desires the same or similar Services, The City of Griffin shall utilize the renewal option with Accelecom.

	Signed by: Gary Noyes D9B9089F3CD049E...
Authorized Signature of Customer	Authorized Signature of Accelecom
	Gary Noyes
Printed Name and Title	Printed Name and Title
	11/17/2025 | 4:14:17 PM EST
Date Signed	Date Signed

Attest: _____

Jessica W. O'Connor, Secretary

Accelecom GA LLC
GENERAL TERMS & CONDITIONS

1. Provision of Services. Subject to all terms and conditions of this Agreement: **a.** Accelecom GA LLC ("ACCELECOM") shall provide to the Customer (as identified in the Service Order) those Services specified in such Service Order ("Services"), commencing upon the date ACCELECOM notifies Customer that the Services are available for Customer's use ("Customer Acceptance Date") and continuing throughout the Term of this Agreement (except during Excused Outages) as defined in Section 2 below. **b.** Customer shall pay for Services as provided in the Service Order.

2. Term. The term of this Agreement (the "Term") shall commence as of the date ACCELECOM accepts Customer's offer to purchase Service(s) as specified in Section 3 below (the "Effective Date") and shall continue for the duration of time set forth in the Service Order (the "Initial Term"). Upon the expiration of the Initial Term, this Agreement shall automatically renew on a month-to-month basis unless and until a party has delivered to the other party written notice to the contrary.

3. Service Ordering. Customer shall offer to purchase Service(s) by executing a completed Service Order. ACCELECOM shall be deemed to have accepted such offer upon ACCELECOM's execution thereof.

4. Upgrades to Service Orders. a. From time to time during the Term, Customer may elect to purchase additional quantities of, or functionally enhanced versions of, Services ("Upgrades"). In such event, at Customer's election, and subject to ACCELECOM's approval and acceptance thereof, Customer may upgrade the Service Order through execution of an "Upgrade Service Order" which sets forth, in addition to any other information required to be set forth in a Service Order, the functionally enhanced versions of Services to be provided thereunder (or where Customer seeks additional quantities of existing Services, the total amount of such Services to be provided to Customer). **b.** Upon ACCELECOM's execution of an Upgrade Service Order, such Upgrade Service Order shall be deemed to terminate the prior Service Order without liability to Customer for any early termination charges. Customer acknowledges that Customer shall remain liable for all charges associated with Services actually provided during the term of such terminated Service Order (including any charges for additional services required for installation or use of such Services).

5. Credit Approval and Deposits. Customer will provide ACCELECOM with credit information regarding Customer as requested, and delivery of Services is expressly made subject to credit approval.

6. Rates and Charges. Rates and charges for Service(s) shall be set forth in the Service Order. Charges for additional services required for installation or use of such Services shall be at ACCELECOM's then-current charges for same. Billing to Customer for recurring charges with respect to a given Service(s) will commence on the Customer Acceptance Date for such Service(s). All other charges for Services or additional Services may be billed at the times designated by ACCELECOM.

7. Payment. ACCELECOM shall invoice Customer on a monthly basis; provided, however, that ACCELECOM may invoice Customer for nonrecurring charges for the Services, or for additional services, at any time. Billings for partial months are prorated based on a calendar month. Customer shall pay all amounts set forth on an invoice no later than the due date set forth thereon or, if no due date is set forth thereon, within thirty (30) days after the date of invoice. Past due amounts bear interest at a rate of 1.5% per month (or the highest rate allowed by law, whichever is less) beginning from the date first due until paid in full. Customer agrees to pay ACCELECOM its reasonable expenses, including attorney and collection agency fees, incurred in enforcing ACCELECOM's rights under the Agreement.

8. Disputed Invoices. In the event Customer disputes any portion of a ACCELECOM invoice, Customer shall pay the undisputed portion of the invoice by the date the same is due, and shall submit to ACCELECOM a written claim for the disputed amount, which sets forth with specificity Customer's grounds for such dispute. All claims must be submitted to ACCELECOM within sixty (60) days of receipt of the invoice for those Services. Customer waives the right to dispute any charges not disputed within such sixty (60) day period. In the event that the dispute is resolved against Customer, Customer shall pay such amounts plus interest at the rate referenced in, and calculated in accordance with, Section 7 above.

9. Taxes. Customer shall be responsible for payment of all applicable taxes for Services and Facilities provided hereunder, as well as all applicable regulatory or governmental surcharges related thereto.

10. Customer's Use of Service. Customer shall defend, indemnify, and hold harmless ACCELECOM from and against any and all costs, losses, harm or damages (including without limitation reasonable attorney's fees) arising out of or relating to Customer's use of the Services, including claims resulting from use of the Services by Customer's end users and/or the content of any communications transmitted via the Service(s). Customer shall not cause or permit Customer or Customer's end users to use the Services: (i) to violate, or in connection with any act or omission which violates, any law, rule, regulation or policy of any government authority; (ii) for any unlawful, immoral, invasive, infringing, harassing, defamatory, fraudulent, or obscene purpose; or (iii) in a manner that violates ACCELECOM's then-current publicly available policies regarding acceptable use of Service(s). Customer shall pay all charges arising from all use of the Services by Customer's end users, without regard to whether such use was authorized by Customer.

11. Force Majeure. If either party shall be prevented from performing any portion of the Agreement (except obligations for the payment of money) by causes beyond its control, including without limitation labor disputes, civil commotion, war, governmental regulations or controls, inability to obtain materials or service(s), casualty to or failure of equipment, software or communications services, or acts of God, such party shall be excused from performance for the period of the delay and the time for such party's performance shall be extended for a period of time equal to the duration of the conditions causing such delay.

12. Suspension of Service(s). a. ACCELECOM may suspend Service(s) without liability if Customer fails to pay a past due balance for charges (other than amounts disputed in accordance with Section 8 above) within seven (7) business days after Customer's receipt of written notice from ACCELECOM of planned suspension of Services, and may continue such suspension until all amounts due are paid in full and Customer has satisfied any applicable credit or deposit requirements of ACCELECOM, or ACCELECOM terminates the applicable Service(s) or the Agreement pursuant to the terms of this Agreement. **b.** ACCELECOM may immediately suspend Service(s) without liability if Customer violates its obligations under Section 10 above or under the Nondisclosure provisions of this Agreement, and may continue such suspension until any such violation has been cured to the reasonable satisfaction of ACCELECOM, or until ACCELECOM terminates the applicable Service(s), the Service Order or the Agreement pursuant to the terms of this Agreement.

13. LIMITATION OF LIABILITY. a. Any other provision of the Agreement to the contrary notwithstanding, the aggregate liability of ACCELECOM to Customer for any losses or damage, whether direct or indirect, arising out of or in connection with the Agreement or the use of any Services or Facilities by Customer or any Customer end user, including without limitation any cause of action sounding in contract, tort or strict liability, shall be limited to actual, direct damages incurred but in no event shall exceed an amount equal to the proportionate fixed monthly charge paid to ACCELECOM by Customer for the Service(s) which gave rise to the liability during the period of time in which the act or omission giving rise to such liability occurred. **b.** Neither party shall be liable to the other party for lost profits or other consequential damages, general damages, incidental damages, indirect damages, or exemplary or punitive damages, cover damages, or for any claims against such other party by any third party, even if such party was advised of the possibility of same.

14. DISCLAIMER OF WARRANTIES. ACCELECOM MAKES NO REPRESENTATIONS OR WARRANTIES TO CUSTOMER CONCERNING ANY SERVICES OR FACILITIES, AND ACCELECOM HEREBY EXCLUDES AND DISCLAIMS, WITHOUT LIMITATION, ANY AND ALL WARRANTIES NOT EXPRESSLY SET FORTH IN THIS AGREEMENT, WHETHER EXPRESS OR IMPLIED, INCLUDING WITHOUT LIMITATION, ANY EXPRESS OR IMPLIED WARRANTY OF MERCHANTABILITY OR FITNESS FOR A PARTICULAR PURPOSE, AND ANY EXPRESS OR IMPLIED WARRANTIES ARISING FROM COURSE OF PERFORMANCE, COURSE OF DEALING, OR FROM USAGE OF THE TRADE. CUSTOMER ACKNOWLEDGES ACCELECOM HAS NOT REPRESENTED OR WARRANTED THAT THE SERVICES WILL BY UNINTERRUPTED OR ERROR-FREE.

15. Assignment. Customer may not assign any portion of this Agreement, voluntarily or involuntarily, including without limitation by operation of law or by merger in which such party does not survive, except with the express consent of ACCELECOM, and any attempt to do so shall be null and void. No person or entity not a party hereto shall have any interest herein or be deemed a third party beneficiary hereof and nothing contained herein shall be construed to create any rights enforceable by any other person or third party.

16. Notice. Any notice required or permitted to be given hereunder shall be (a) in writing, (b) effective upon receipt, and (c) delivered by one of the following means: (i) by personal delivery; (ii) by prepaid, overnight package delivery or courier service; or (iii) by the United States Postal Service, first class, certified mail, return receipt requested, postage prepaid. All notices given under the Agreement shall be addressed to the individuals identified on the Service Order (at the address designated thereon) or to such other addresses of which the parties have been advised in writing by any of the above-described means.

17. Governing Law. This Agreement shall be governed by the laws of the State of Georgia, without regard to Georgia's conflict of law principles, and the parties agree that any appropriate state or district court located in Spalding County, Georgia, shall have exclusive jurisdiction over any case or controversy arising hereunder, and Customer hereby consents to the personal jurisdiction of all such courts over Customer.

18. Entire Agreement. This Agreement, including without limitation the Service Order, Supplement(s), and these General Terms and Conditions, constitutes the entire agreement between the parties and supersedes all prior understandings and agreements with respect to the subject matter hereof, and, except as provided herein, may not be amended, modified or altered except by a written instrument duly executed by the parties. This Agreement shall have no impact on prior Agreements pertaining to services which are not the subject of the Service Orders attached hereto.

19. Severability. Any provision of the Agreement held or determined by a court (or other legal authority) of competent jurisdiction to be illegal, invalid or unenforceable in any jurisdiction shall be deemed separate, distinct and independent, and shall be ineffective only to the extent of such holding or determination without (i) invalidating the remaining provisions of the Agreement in that jurisdiction or (ii) affecting the legality, validity or enforceability of such provision in any other jurisdiction.

20. Relationship of Parties. Nothing in the Agreement shall be construed as creating a joint venture or partnership between the parties. Neither party has or shall have any authority to bind, assume any obligation for or incur any debt on behalf of the other party in any respect whatsoever.

Accelecom GA LLC
INTERNET SERVICES SUPPLEMENT with SERVICE LEVEL AGREEMENT ("SLA")

This Internet Services Supplement ("Supplement") is hereby made a part of the Agreement between Accelecom GA LLC ("ACCELECOM") and Customer, which shall govern the provision of the Services specified in the Service Order to be provided to Customer by ACCELECOM.

1. Customer Premises, ACCELECOM Facilities. a. Customer shall allow ACCELECOM access to the location(s) occupied by Customer, or Customer's end users, to which Services are delivered ("Customer Premises") to the extent reasonably determined by ACCELECOM for the installation, inspection and scheduled or emergency maintenance of Services or Facilities relating to the Services. ("Facilities" are the real or personal property owned or leased by ACCELECOM and used to deliver Services, including, without limitation, terminal and other equipment, wires, lines, ports, routers, switches, channel service units, data service units, cabinets, racks, and private rooms.) ACCELECOM shall notify Customer two (2) business days in advance of any regularly scheduled maintenance that will require access to the Customer Premises. Customer will be responsible for providing and maintaining, at its own expense, the level of power, heating and air conditioning necessary to maintain the proper environment for the Facilities on the Customer Premises, and shall ensure that Customer Premises are secure and safe from hazards to the Facilities or to ACCELECOM's employees, agents and contractors. **b.** Title to all Facilities shall remain with ACCELECOM. ACCELECOM will provide and maintain the Facilities in good working order. Customer shall not, and shall not permit others to, without the prior written consent of ACCELECOM (i) rearrange, disconnect, remove, attempt to repair, or otherwise tamper with any Facilities, (ii) use any Facilities for any purpose other than that for which ACCELECOM provides them, or (iii) take any action that causes the imposition of any lien or encumbrance on the Facilities. Anything in the Agreement to the contrary notwithstanding, in no event will ACCELECOM be liable to Customer, or any other person, for interruption of Services or for any other loss, cost or damage caused or related to improper use or maintenance of the Facilities by Customer or third parties provided access to the Facilities by Customer in violation of this Section. Customer agrees (which agreement shall survive the expiration, termination or cancellation of the Service Order) to allow ACCELECOM to remove the Facilities from the Customer Premises (1) after termination, expiration or cancellation of the Services in connection with which the Facilities were used, and (2) for maintenance, repair, replacement or otherwise as ACCELECOM may determine is necessary or desirable from time to time. **c.** Customer shall defend, indemnify and hold harmless ACCELECOM, and its successors and assigns, against any and all claims, liability, loss, damage, or harm (including without limitation reasonable legal fees) suffered by ACCELECOM to the extent that the same arise from Customer's negligence, willful misconduct or failure to perform its obligations under this Section, including without limitation any damage to, or loss of, the Facilities resulting therefrom.

2. Customer-Provided Equipment. ACCELECOM may install certain Customer-provided communications equipment at the request of Customer, but ACCELECOM shall not be responsible for the operation or maintenance of any such equipment. ACCELECOM shall have no liability whatsoever with respect to the configuration, management, performance or any other issue relating to such equipment.

3. Use Of ACCELECOM Marks. Customer shall not use any trademarks, service marks, logos or trade names of ACCELECOM (the "ACCELECOM Marks") in any manner whatsoever without ACCELECOM's express advance written consent. Customer agrees that it shall only use ACCELECOM Marks in strict compliance with ACCELECOM's instructions. ACCELECOM may revoke any consent granted to Customer to use ACCELECOM Marks, or any other approval granted under this Section at any time and for any reason. Customer's breach of this Section shall be a material breach of the Agreement constituting cause for termination of this Agreement.

4. Nondisclosure. a. The parties agree that during the Term of this Agreement as defined in the General Terms and Conditions, a party may receive (the "Receiving Party") Proprietary Information (as hereinafter defined) of the other party (the "Disclosing Party"), and that the Receiving Party shall maintain such information in confidence and not disclose Proprietary Information to any third party or use for any purpose whatsoever, except to the extent required for such party's performance under the Agreement. **b.** The parties acknowledge that ACCELECOM and Customer are subject to legal requirements of disclosure pursuant to Georgia law, including without limitation those legal requirements set forth at Chapter 18 of Title 50 of the Official Code of Georgia Annotated. If a Receiving Party is requested (including without limitation by virtue of a request for information under the Georgia Open Records Act) or required or becomes legally compelled (by deposition, interrogatories, subpoena, civil investigative demand, or similar process) to disclose any Proprietary Information of the other party, such Receiving Party shall provide the Disclosing Party with prompt notice of such request(s), requirements or compulsions so that such Disclosing Party may seek an appropriate protective order or other appropriate limitation on such disclosure from an appropriate court or regulatory authority of competent jurisdiction. The parties further agree that, anything in the Agreement to the contrary notwithstanding, such Receiving Party's compliance with such request, requirement or compulsion shall not be deemed a breach of the Agreement. **c.** For the purposes of this Agreement, "Proprietary Information" shall mean all technical, economic, business, engineering or other confidential information (including Trade Secrets as defined by the Georgia Uniform Trade Secrets act, as amended). Proprietary Information shall not include any information for which the Receiving Party can prove: (i) is, or becomes, public knowledge through no act or failure to act of the Receiving Party; (ii) is publicly disclosed by the proprietor thereof; (iii) is lawfully obtained without obligations of confidentiality by the Receiving Party from a third party after reasonable inquiry regarding the authority of such third party to possess and divulge the same; (iv) is independently developed by the Receiving Party from sources, or through persons, that the Receiving Party can demonstrate had no access to Confidential Information of the Disclosing Party; or (v) is lawfully known by the Receiving Party at the time of disclosure other than by reason of discussions with or disclosures by the Disclosing Party. **d.** The Receiving Party acknowledges that, upon the breach or threatened breach by the Receiving Party of any provision contained in this Section, the Disclosing Party will be without an adequate remedy at law, and would suffer or be threatened with irreparable injury, and that the Receiving Party shall have the right to obtain immediate injunctive relief against the Receiving Party, in addition to all other remedies hereunder, in equity and at law. This Section shall survive expiration or termination of the Agreement for any reason whatsoever, and the Receiving Party's obligations under this Section shall continue (i) with respect to Proprietary information of the Disclosing Party which also constitutes "trade secrets", as that term is defined by applicable law, until such time as such information no longer constitutes a trade secret due to no fault of the Receiving Party, and (ii) with respect to all other Proprietary Information, for a period of eighteen (18) months after the expiration or termination of the Agreement.

5. Termination by ACCELECOM. ACCELECOM may, by sending written notice of termination to Customer with termination effective as of the date such notice is given, terminate the Agreement, all without liability, in the event that: a. any amounts due and owing by Customer (other than amounts disputed in accordance with Section 8 of the General Terms and Conditions) remain unpaid sixty (60) days after the date such amounts were first due; b. Customer (i) suspends its business operations; (ii) becomes insolvent, (iii) makes a general assignment for the benefit of creditors, or (iv) files (or has filed against it) a petition in bankruptcy; c. Customer's use of Services materially exceeds Customer's credit limit and/or then-current deposit balance, unless (i) within five (5) business days' written notice thereof by ACCELECOM, Customer provides adequate security for payment for Services, or (ii) prior to materially exceeding such credit limit, Customer has provided to ACCELECOM adequate security for payment for Services; d. anything in this Agreement to the contrary notwithstanding, Customer breaches Section 10 of the General Terms and Conditions, or Customer's end users use Service(s) in a manner described at subsection (i), (ii), or (iii) of Section 10 of the General Terms and Conditions, more than three (3) times in any one hundred eighty (180) day period during the term applicable to such Services; e. ACCELECOM is ordered, by a federal, state or local governmental entity, regulatory body or court of competent jurisdiction, to cease providing Service(s); or f. changes in applicable law, regulation, decision, rule or order materially increase the costs to ACCELECOM of, or materially affects other terms of ACCELECOM's delivery of Service(s), and ACCELECOM and Customer are unable to reach agreement respecting new rates, terms and/ or conditions regarding such Service(s) within thirty (30) days after ACCELECOM's delivery of written notice requesting renegotiation thereof.

6. Termination by Either Party. In addition to any other right of a party to terminate the Agreement, a party may, by sending written notice of termination to the breaching party with termination effective as of the date such notice is given, terminate the Agreement in the event such party believes the other party has committed a material breach of any obligation undertaken in the Agreement, provided that such non-breaching party has first delivered written notice of such breach to the other party, and (i) if the breach arises other than under Sections 1, 7 or 10 of the General Terms and Conditions or Section 4 of this Supplement , thirty (30) calendar days have passed since receipt of said notice and the breaching party has not cured such breach, (ii) if the breach arises under Sections 1, 7 or 10 of the General Terms and Conditions or Section 4 of this Supplement, five (5) calendar days have passed since receipt of said notice and the breaching party has not cured such breach.

7. Termination by Customer. a. Customer may terminate the Agreement prior to the end of the Term therefor without payment of any applicable termination charge if: (i) any Service is unavailable (as defined below) on two or more separate occasions of more than three (3) hours each in any thirty (30) day period, or (ii) such Service is Unavailable for more than twelve (12) hours (measured in the aggregate) at any time within any one hundred and twenty (120) day period. For purposes of the foregoing, "Unavailable" shall mean a total interruption in any Service specified in the Service Order, except for any interruption, which is an Excused Outage. The duration of any interruption will commence when ACCELECOM first detects or is made aware of such interruption of a Service and will end when the Service first ceases to be fully interrupted. Customer must exercise its right to terminate the Agreement under this Section, in writing, within thirty (30) days after the occurrence, which gave rise to a right of termination hereunder. "Excused Outage" means an interruption, outage, unavailability, delay in provision of, or other degradation of, Service caused by (x) scheduled maintenance events of which Customer receives prior notice, (y) actions or inactions of Customer or Customer's end users, or failure of Customer-provided power or equipment, or (z) an event of force majeure as defined in Section 11 of the General Terms and Conditions. b. In addition to any other right of Customer to terminate the Agreement hereunder, Customer may terminate the Agreement prior to the end of the Term thereof upon thirty (30) days' prior written notice to ACCELECOM, subject to payment to ACCELECOM, in addition to any other charges incurred by such Customer in connection with such Service Order, of the Termination Charge set forth in Section 9 below.

8. Effect of Termination. Upon termination or expiration of the Agreement for any cause whatsoever: (a) all obligations of ACCELECOM under the Agreement shall immediately terminate; provided, however that each party's respective obligations under Sections 4 hereof and Customer's defense and indemnification obligations shall survive the termination or expiration of the Agreement; and (b) all payment obligations of Customer under the Agreement with respect to such terminated Service(s) (including any obligations to pay a Termination Charge in connection therewith), shall accrue through the date of such termination and shall become immediately due and payable.

9. Termination Charge. Upon termination of the Agreement by ACCELECOM pursuant to Sections 5(a), 5(b), 5(c), 5(d) or 6 hereof, or by Customer for any reason other than pursuant to Sections 6 or 7(a) hereof, ACCELECOM may, in addition to all other remedies that may be available to ACCELECOM at law or in equity, assess and collect from Customer, and Customer shall pay, a Termination Charge equal to the sum of (i) all credits or waivers of charges applied to Customer's account from the Effective Date to the date of termination; and (ii) an amount equal to one hundred percent (100%) of the month to month rate stipulated on the Service Order for each month remaining in the then-current Term, as liquidated damages and not as a penalty. Termination charge shall not be applicable if Customer terminates the Agreement by providing a notice of an intent not to renew as required by Section 2 of the General Terms and Conditions and seeks to terminate at the end of the then-current term.

10. Service Level Agreement. Subject to the limitations contained herein, ACCELECOM warrants that the Services will, in all material respects, conform to the Internet Service Level Agreement ("SLA") set forth below. This SLA shall govern the provision, level, and availability of Internet Services to be provided to System User hereunder utilizing ACCELECOM's Network.

10.1 Definitions

"Downtime" shall have the meaning set forth in Section 10.2.2.

"External Digital Service" shall mean digital service providing the System access to third party networks.

"Monthly Uptime Threshold" shall have the meaning set forth in Section 10.2.2.

"Scheduled Maintenance" means any Internet Service or System unavailability caused by ACCELECOM's planned network, system, software, component or facility repair, maintenance, replacement, expansion, upgrading, testing, or relocation.

"Service Credit" means a credit to be applied against fees owed by System User for future Internet Services, or by a payment from ACCELECOM to System User for the sums owed, as calculated under Section 3."System" shall mean the ACCELECOM telecommunications network and shall include the fiber optic cables, appurtenances, and equipment necessary to provide the Internet Services provided for in this Agreement.

"Unit Minutes of Operation" shall have the meaning set forth in Section 10.2.2.

"Uptime" shall have the meaning set forth in Section 10.2.2.

10.2 Service Standards

10.2.1 Provision of Services.
ACCELECOM shall use commercially reasonable efforts to provide the Internet Services throughout the Term pursuant to this Agreement.

10.2.2 Calculation of Uptime. During the Term, the System shall be fully and properly operational ("Uptime"), measured on a monthly basis, numbers rounded up to the highest tenth percent, for at least an average of ninety-nine and nine-tenths percent (99.9%) ("Monthly Uptime Threshold"). For the purposes of determining Uptime, the following formula shall be used:

Uptime (to be expressed as a percentage) =

$$\frac{\text{(Unit Minutes of Operation minus Downtime)} * 100}{\text{Unit Minutes of Operation}}$$

"Unit Minutes of Operation" shall reflect that the System will be operated twenty-four (24) hours per day for each day of every month and is therefore based on the total number of minutes of potential System availability in a given month.

"Downtime" shall mean that total accumulated period of time for a given month when the System is inoperable (unavailable), but shall not include Scheduled Maintenance or Force Majeure. For purposes of determining Downtime, Downtime for each incident shall commence from the time System User has made a bona fide attempt to notify ACCELECOM that the System is inoperable for reasons attributable to the System, and shall continue until the System is restored to fully operable condition.

10.3 Service Credits

10.3.1 Calculation of Service Credits. In the event that Uptime, as calculated in Section 2.2, for a given month falls below the Monthly Uptime Threshold, then ACCELECOM shall credit to System User a Service Credit. The Service Credit for a given month will be calculated as one percent (1.0%) of the fees paid to ACCELECOM for the Services for such month for each one-tenth percent (0.1%) that the Uptime falls below the Monthly Uptime Threshold, not to exceed ten percent (10%), and not to be carried forward or accumulated. For example, if the Uptime for a given month is calculated to be ninety-nine and one-tenth percent (99.1%), then System User would be entitled to two percent (2%) of fees paid for that month as a credit against future fees for Services. However, if the Uptime for a given month were calculated to be ninety-eight and one-tenth percent (98.1%) then System User would only be entitled to ten percent (10%) of fees paid for that month as a credit against future fees for Services, not twelve percent (12%).

10.3.2 Pass Through Credits. The parties acknowledge that the System provides System User access to External Digital Service. This SLA does not cover the availability of External Digital Service. The service level guarantees provided to ACCELECOM for such External Digital Service by its providers shall pass through and inure to the benefit of System User only to the extent that any service credits due ACCELECOM for downtime of the External Digital Service shall be distributed to System User on a pro rata basis, such basis to be determined by System User's proportional use of the System's bandwidth for the unit of time for which such service credits are distributed.

10.3.3 Sole Remedy and Amendment. The Service Credit set forth in Section 3.1 shall be the sole remedy available to System User for any claim relating to this Internet Service or the System, including any failure to meet any guarantee set forth in the SLA. ACCELECOM's records and data shall be the basis for all SLA calculations and determinations, including determination of the Service Credit. The pro rata remedy set forth in Section 10.3.2 shall be the sole remedy available to System User for any claim relating to an External Digital Service. ACCELECOM reserves the right to amend the SLA from time to time effective upon notice to System User without any requirement for the modification to be signed by both parties.

Approved as to form:

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

AGENDA ITEM SUMMARY

ITEM SUMMARY:

Consider, on second reading, amendments to Chapter 90, Traffic and Vehicles, Article 1, adding Section 90-10, Engine Braking, to prohibit the use of compression or engine brakes within the City limits except in case of emergency. *Staff Attorney, Kelsey Carden, will address.*

SPECIAL CONSIDERATIONS OR CONCERNS:

As part of the Commissioner's 2025 objectives set in January, Staff was directed to address excessively loud noises emitted from vehicles. Engine brakes, and similar mechanical devices, emit loud noises when used and can be a nuisance to our community.

This ordinance would prohibit the use of engine brakes on any public street or highway within the jurisdictional limits of the City of Griffin except in case of emergency. Emergency is defined as a situation in which no other means are available to avoid an imminent collision with another vehicle, person, or property. Violators may be cited by the Griffin Police Department, and citations will carry a maximum penalty of $1,000.00, 6 months in jail, or a combination of the two.

STAFF RECOMMENDATION:

Staff recommends approval.

FINANCIAL IMPACT:

N/A

Submitted By:
Susan Bartholomew

Meeting Date:
09/12/2025

Reviewed By:
Jessica O'Connor

ATTACHMENTS:
ORD - Sec. 90-10 Engine Braking.pdf

No. 25 –

AN ORDINANCE

AN ORDINANCE, AMENDING THE CODE OF GRIFFIN, GEORGIA, AT CHAPTER 90, TRAFFIC AND VEHICLES, ARTICLE I, IN GENERAL, BY ADDING SECTION 90-10, ENGINE BRAKING, TO PROVIDE FOR DEFINITIONS; TO PROHIBIT THE USE OF COMPRESSION OR ENGINE BRAKES WITHIN THE JURISDICTIONAL LIMITS OF THE CITY OF GRIFFIN EXCEPT IN CASE OF EMERGENCY; TO PROVIDE FOR PENALTIES FOR VIOLATION; TO PROVIDE FOR SEVERABILITY; TO PROVIDE AN EFFECTIVE DATE; TO REPEAL ALL ORDINANACES AND PARTS OF ORDINANCES IN CONFLICT HEREWITH; AND FOR OTHER PURPOSES.

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

Section 1. The Code of Griffin, Georgia is hereby amended at Chapter 90, TRAFFIC AND VEHICLES, Article I, IN GENERAL, by adding Section 90-10, which shall provide as follows:

"CODE OF GRIFFIN, GEORGIA

CHAPTER 90 – TRAFFIC AND VEHICLES

ARTICLE I – IN GENERAL

Sec. 90-10. Engine Braking.

(a) *Definitions.* For purposes of this section, the below terms shall be defined as follows:

(1) "Engine Brake" or "Engine braking" shall refer to:

(i) The utilization of any mechanical device which uses a motor vehicle's exhaust to aid in the braking, slowing, stopping, or deceleration of the motor vehicle; or

(ii) The utilization of a engine brake, retarder, compression release brake, or device of a similar function to aid in the braking, slowing, stopping, or deceleration of a motor vehicle.

(2) "Emergency" shall mean a situation in which no other means are available to avoid an imminent collision with another vehicle, person, or property.

(b) *Engine Braking Prohibited.* It shall be unlawful for any person to use an Engine Brake on any public street or highway within the jurisdictional limits of the City of Griffin except in case of an Emergency.

(c) *Signage*. Signs may be installed along the City rights-of-way where deemed appropriate by the City Manager, or designee, for the purpose of advising motorists of the prohibition contained herein; provided, however, that no such sign shall be installed on or along a state highway without the approval from the Georgia Department of Transportation.

Notwithstanding, the prohibitions in this Section shall be in full force and effect even if no signs are installed.

(d) *Enforcement*. Enforcement of this Section shall be within the jurisdiction of the City of Griffin Police Department who may issue citations for each violation, to be prosecuted in the Municipal Court of the City of Griffin. Penalties for violation shall be pursuant to Sec. 1-12 of this Code.

(e) *Exceptions*. Emergency vehicles shall be exempt from application of this Section."

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: November 25, 2025

Second Reading: December 9, 2025

AGENDA ITEM SUMMARY

ITEM SUMMARY:

Consider a request for a variance from the minimum lot area, minimum street frontage, minimum lot width, minimum floor area per dwelling unit, and minimum front and side setback requirements for property located at 323 North 4th Street. *Director of Planning and Development, Michelle Haynes, will address.*

SPECIAL CONSIDERATIONS OR CONCERNS:

The applicant, Joseph Hodges, is requesting a variance for Article 708 which states the physical requirements for the creation of a new parcel and the standards and placement of a new residential dwelling in the Medium Density Residential zoning district. This lot is unique as it holds three single family homes. Right now, the property is legally nonconforming since three (3) structures reside on the lot. The owner wants to remove the legal nonconformity of three houses on a single-family lot and place each house on its own parcel. The creation of the three lots requires a variance since the new parcels will not be conforming due to minimum lot area, minimum street frontage, minimum lot width, minimum floor area per dwelling unit, and minimum front and side setback requirements However, the new proposed lots will be consistent with other lot sizes in the area. The street addresses associated with this parcel are 323 North 4th Street, 329 North 4th Street, and 331 North 4th Street.

STAFF RECOMMENDATION:

Staff recommends approval.

FINANCIAL IMPACT:

N/A

Submitted By:
Michelle Haynes

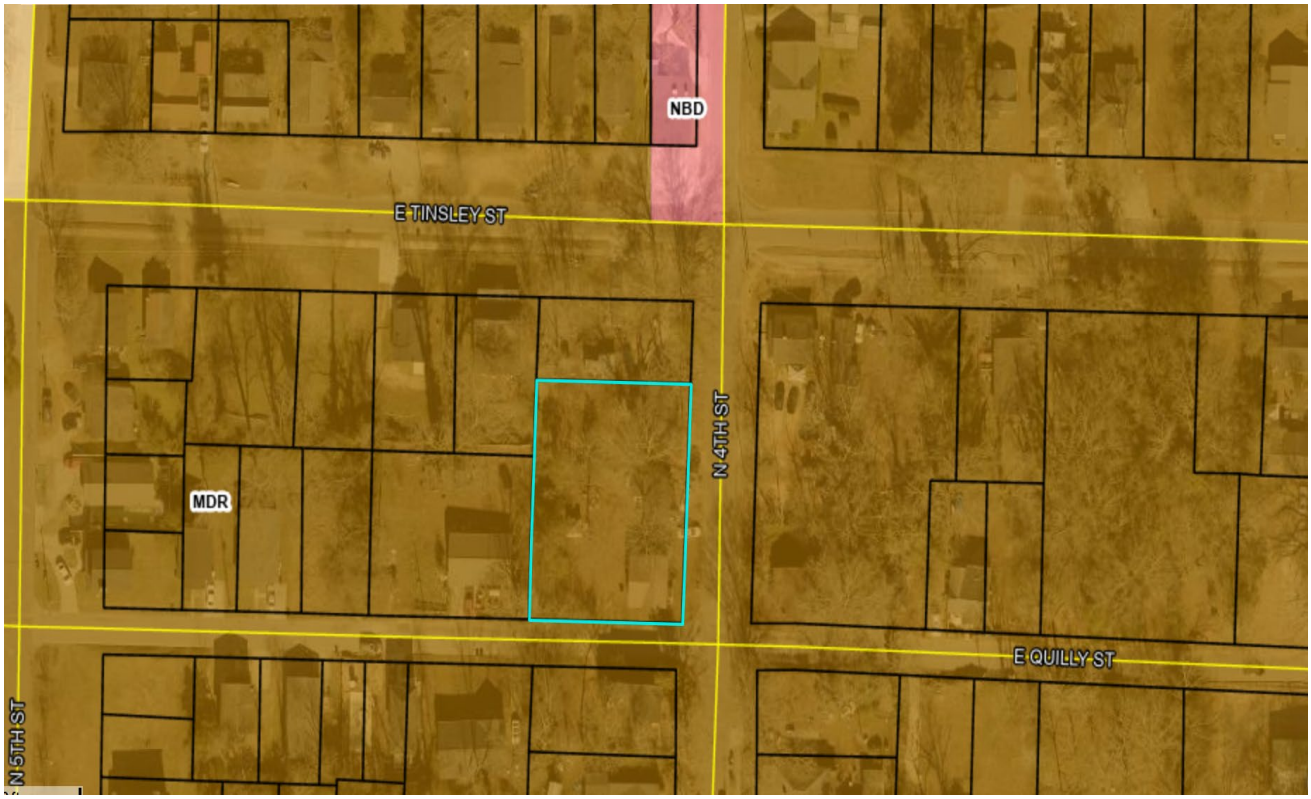
Meeting Date:
09/12/2025

Reviewed By:
Jessica O'Connor

ATTACHMENTS:
323 N 4th St. VAR Staff Report.pdf
323 N 4th St Variance Application.pdf
323 N 4th St Variance Site Plan.pdf

Variance
323 North 4th Street
Project No. 25-VAR-04

Applicant: Joseph Hodges
Owner: 3BGLF LOC LLC



Current Land Use Classification	Residential
Current Zoning	Medium Density Residential, MDR
Proposed Variance	Minimum lot area, minimum street frontage, minimum lot width, minimum floor area per dwelling unit, and minimum front and side setback requirements
Parcel Size	0.40 +/-
Map, Block & Lot Number	007 16009
City Commission	December 9, 2025
District Commissioner Member	Rose Curtis
Citizen Notification	Legal Notice was run in the November 8, 2025, edition of the *Griffin Daily News* for the City Board of Commissioners Public Hearing. Signage was placed on the property illustrating the purpose, date and time of the meeting on November 13, 2025.

Proposal/Site Location:

The applicant, Joseph Hodges, is requesting a variance for Article 708 which states the physical requirements for the creation of a new parcel and the standards and placement of a new residential dwelling in the Medium Density Residential zoning district. This lot is unique as it holds three single family homes. Right now, the property is legally nonconforming since three (3) structures reside on the lot. The owner wants to remove the legal nonconformity of three houses on a single-family lot and place each house on its own parcel. The creation of the three lots requires a variance since the new parcels will not be conforming due to minimum lot area, minimum street frontage, minimum lot width, minimum floor area per dwelling unit, and minimum front and side setback requirements However, the new proposed lots will be consistent with other lot sizes in the area. The street addresses associated with this parcel are 323 North 4th Street, 329 North 4th Street, and 331 North 4th Street.



Zoning Ordinance Sections applicable to this Application:

The following sections of the Unified Development Code apply to this variance request:

Article 410	Variance
Article 505	Nonconforming Uses and Structures
Article 708	Medium Density Residential (MDR)

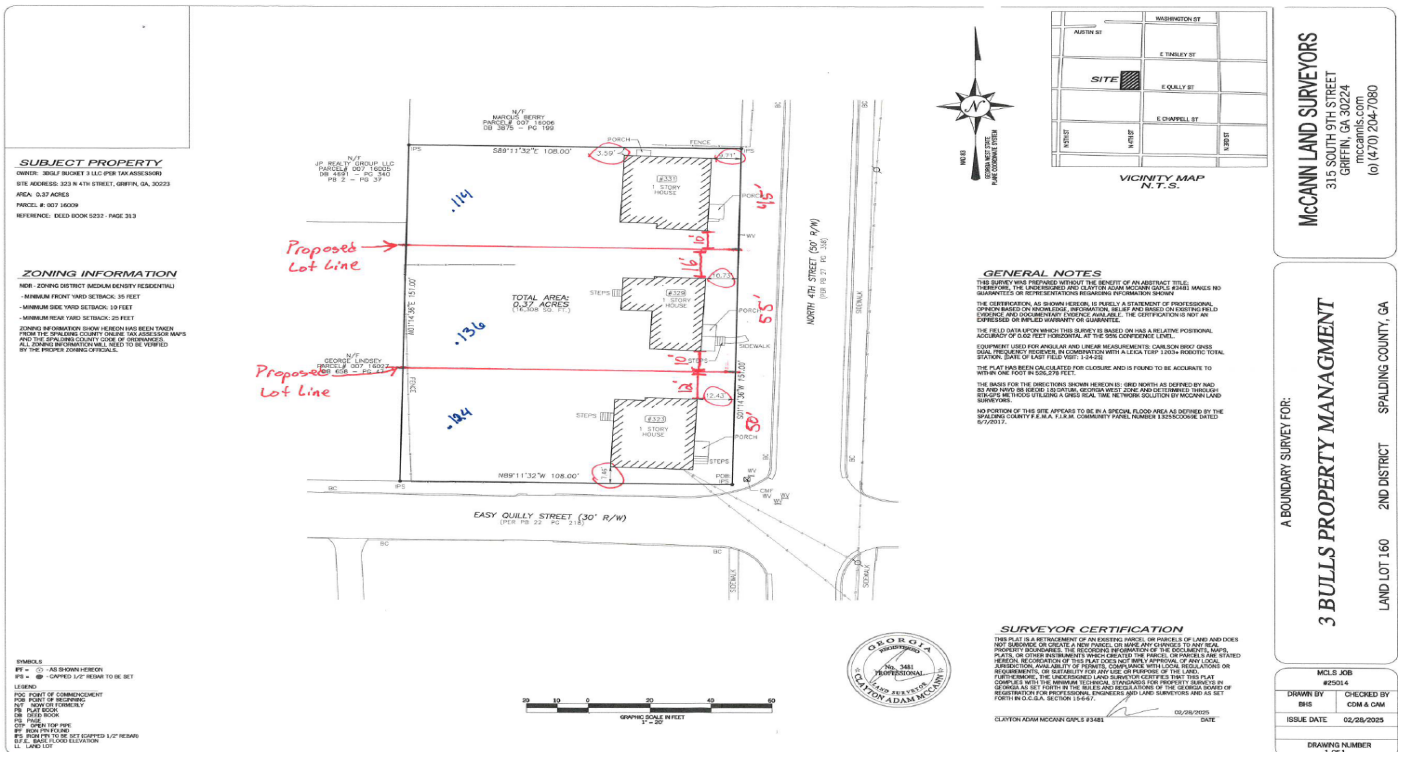
Article 410, Variance Standards for Review:

1. **There are extraordinary and exceptional conditions pertaining to the particular piece of property in question because of its size, shape, or topography;**

   There are extraordinary and exceptional conditions pertaining to this particular piece of property as it relates to its size and legal non-conformity. Currently, the lot is nonconforming as it is zoned for a single-family home and there are three (3) houses on the parcel. The owner wants to remove the legal nonconformity of three houses on a single-family lot and place each house on its own parcel. Even though the new lots will not be conforming due to the lot size, street frontage, and lot width, the new proposed lots will be consistent with other lot sizes in the area. The proposed lots will be .136 +/- acres, .124 +/- acres, and .114+/- acres.

2. **The application of these regulations to this particular piece of property would create a practical difficulty or unnecessary hardship.**

   The application of a Medium Density Residential physical requirements to this property would create a practical difficulty or unnecessary hardship with regards to the size of the proposed parcels. When a new lot is created, either by combination or division of the land, the newly formed lot(s) must meet the current zoning standards. To meet the minimum lot size requirement in MDR, a new lot must be at least ¼ or .25 acres. The other minimum lot standards in MDR are a minimum street frontage of 60 feet and a lot width of 60 feet. The new lots are unable to meet these requirements, which is why the variance is needed. Another hardship is the setback requirements for the existing houses. The new setbacks created during the division of the lot are the side setbacks surrounding the middle house. All of the new setbacks will meet or exceed the minimum side setback requirement. It is only the existing side and front setbacks that do not meet the requirements. This is due to the placement of the houses on the lot. Please see the proposed site plan below.



3. **Such conditions are peculiar to the piece of property involved.**

   Such conditions are peculiar to the piece of property involved as the property is large enough to place three houses on the same lot when the houses were built many decades ago. The owner can leave the lot as is and the houses will be used as rental homes. However, the owner would like to place each home on a separate parcel which will allow homeownership opportunities for all three homes.

   Planning Staff is aware of other properties within the MDR zoning district with similar issues as this particular property. There is a lot directly across the street that has four (4) houses on the same lot. Within Griffin, many lots are platted below the MDR required one-fourth of an acre, since many were platted prior to the adoption of the current zoning in the City of Griffin. By dividing the lot, the new lots will be consistent with the majority of the parcels in the area.

4. **Relief, if granted, would not cause substantial detriment to the public good or impair the purposes and intent of these regulations, provided, however, that no Variance may be granted for a use of land or building or structure that is prohibited by this Ordinance.**

   If granted, the variance should not cause substantial detriment to the public good or create a negative impact on the surrounding properties. It is the intent of the Unified Development Code (UDC), Article 505, to eliminate non-conforming lots and structures when at all possible. Although the division of the lot does not meet the requirements of a new lot in the MDR zoning district, the creation of the three smaller single-family lots does come closer to meeting the physical requirements than leaving a larger lot with three (3) houses.

5. **A literal interpretation of this Ordinance would deprive the applicant of any rights that others in the same district are allowed.**

   The literal interpretation of this ordinance would deprive the applicant of rights that others in the same district are allowed. Many properties within the MDR Zoning District in this geographic area of the city are platted as legal non-conforming lots according to the current requirements of the UDC.

Planning & Development Department Review:

The applicant, Joseph Hodges, is requesting a variance for Article 708 which states the physical requirements for the creation of a new parcel and the standards and placement of a new residential dwelling in the Medium Density Residential zoning district. This lot is unique as it holds three single family homes. Right now, the property is legally nonconforming since three (3) structures reside on the lot. The owner wants to remove the legal nonconformity of three houses on a single-family lot and place each house on its own parcel. The creation of the three lots requires a variance since the new parcels will not be conforming due to minimum lot area, minimum street frontage, minimum lot width, minimum floor area per dwelling unit, and minimum front and side setback requirements. However, the new proposed lots will be consistent with other lot sizes in the area. The street addresses associated with this parcel are 323 North 4th Street, 329 North 4th Street, and 331 North 4th Street.

Planning Staff Recommendation:

Planning & Development staff recommends **APPROVAL** of the variance request (25–VAR-04) from the minimum lot area, minimum street frontage, minimum lot width, minimum floor area per dwelling unit, and minimum front and side setback requirements for property located at 323 North 4th Street submitted by Joseph Hodges.

Submitted by:

Michelle Haynes, Director
Planning and Development Services

122-5

PLANNING AND DEVELOPMENT SERVICES DEPARTMENT
APPLICATION FOR VARIANCE

Date Received: 6-11-25 Application Number: 25-VAR-04

Instructions for Applicant:

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

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

Variance Application Submission Requirements:

1. Complete Variance Application
2. Complete Variance Questionnaire
3. Property Owner or Owner's Representative Authorized Form
4. Conflict of Interest Disclosure
5. Site Plan or drawing of the respective development
6. Fees Due: Commercial $300.00/Residential $250.00

CITY ACTIONS:

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

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

60 lot width

Side & front Setbacks
house size
lot size
lot width

PLANNING AND DEVELOPMENT SERVICES DEPARTMENT
APPLICATION FOR VARIANCE

Date Received: 6-11-25 Application Number: 25.VAR.04

Project Name/ Description: Parcelling 323, 328, 331 N 4th St
Address: 323 N 4th St, Griffin
Parcel Number(s): 007 16009 Current Zoning: MDR Parcel(s) Size: .37 acres

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

A. The following information must be submitted with the Variance Application:

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

PLANNING AND DEVELOPMENT SERVICES DEPARTMENT
APPLICATION FOR VARIANCE

Date Received: 6-11-25 Application Number: 25.VAR-04

Applicant/Agent/Representatives Name:
Joe Hodges

Address: 209 N 13th St

City: Griffin State: GA Zip: 30223

Telephone Number(s): 404-809-7204 Email: Joseph@3Bullsdc.com

Project Name/ Description: Parcelling 323, 329, & 331 N 4th St

Address: 323 N 4th St, Griffin

Parcel Number(s): 007 16009 Current Zoning: MDR Parcel(s) Size: .37 acres

UDC Section to be Varied Setbacks, Lot Size, Road Frontage

Property Owner Name: 3BGLF Bucket 3 LLC

Address: 209 N 13th St

City: Griffin State: GA Zip: 30223

Telephone Number(s): 404-809-7204 Email: Troy@3bullscapital.com

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

Applicant Signature Joseph Hodges Printed Name 6/10/2025 Date

Griffin

PLANNING AND DEVELOPMENT SERVICES DEPARTMENT
APPLICATION FOR VARIANCE

Date Received: 6-11-25 Application Number: 25-VAR-04

OWNER'S AUTHORIZATION

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

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

☐ Rezoning ☒ Variance ☐ Special Use

☐ Development Plan ☐ Plat Approval ☐ Temporary Use

Applicant Name: Three Bulls Georgia Legend Fund

Property Owner Signature | Printed Name: TROY WILLIAMS | Date: 3/11/2025

Legal Representative Signature | Printed Name: Joseph Hodges | Date: 3/11/2025

Faye C. Phillips
Notary Signature

Seal: FAYE C PHILLIPS NOTARY PUBLIC CLAYTON COUNTY, GEORGIA MY COMMISSION EXPIRES NOVEMBER 30, 2025

Commission Expiration Date: 11302025

Griffin

PLANNING AND DEVELOPMENT SERVICES DEPARTMENT
APPLICATION FOR VARIANCE

Date Received: 6-11-25 Application Number: 25-VAR.04

CONFLICT OF INTEREST DISCLOSURE

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

☐ Yes ☒ No

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

- Name and position of Government Official:

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

Applicant Signature

Joseph Hodges
Printed Name

6/10/2025
Date

Griffin

PLANNING AND DEVELOPMENT SERVICES DEPARTMENT
APPLICATION FOR VARIANCE

Date Received: 6-11-25 Application Number: 25.VAR-04

B. Please provide written answers to the following criteria to justify a Request for Variance:

1. State how there are extraordinary and exceptional conditions pertaining to the particular piece of property in question because of its size, shape or topography.
2. State how the application of these regulations to this particular piece of property would create a practical difficulty or unnecessary hardship.
3. State how such conditions are peculiar to the particular piece of property involved.
4. Indicate how relief, if granted, would not cause substantial detriment to the public good or impair the purposes and intent of these regulations, provided, however that no variance may be granted for a use of land or building or structure that is prohibited by this ordinance.
5. State how a literal interpretation of this ordinance would deprive the applicant of any rights that others in the same district are allowed.

Variance Questionnaire

1.) The extraordinary and exceptional conditions are the following:
    a.) These properties are single family homes but are located on a single parcel
    b.) The lots can be divided but will be below minimal size so a lot size, road frontage, and setback variances are needed
    c.) These are currently zoned MDR but since they are multiple dwelling on a single parcel they would need to zone HDR - These are nonconforming lots based on zoning and location
2.) The goal is to sell each individual house to a homeowner. Since all the dwellings are on the same parcel, it will be impossible to sell individual properties.
3.) Having multiple houses on a single parcel not only makes it a HDR instead of a MDR, it could prevent someone from purchasing the homes.
4.) If granted the variance, this will help relieve the zoning issue. The public will benefit from having not just multiple houses on a single parcel but multiple options that will be available to be purchased instead of more rentals. This helps not just the community but also the city in bringing in more tax dollars and helps the community in housing. Yes the lots are non conforming when it comes to size but offers more housing to individual homeowners.
5.) I think this ordinance will not deprive any applicant of rights that others in the same district are allowed. If anything this variance will help other applicants in this district and others around the community.


N 4TH ST

708 C. - Physical requirements.

Unless otherwise specified in this ordinance, uses permitted in the MDR district shall conform to the following standards:

1. *Minimum lot area:* One-fourth of an acre or 10,890 square feet.
2. *Minimum floor area per dwelling unit:* 1,500 square feet for single story; with a minimum building footprint of 900 square feet for two or more story dwellings.
3. *Minimum street frontage:* 60 feet for single-family dwellings on non cul-de-sac lots; 35 feet for cul-de-sac lots.
4. *Minimum lot width:* 60 feet as measured at building line for single-family dwellings.
5. *Minimum front yard:* 35 feet.
6. *Minimum side yard:* Ten feet.
7. *Minimum rear yard:* 25 feet.
8. *Maximum building height:* 35 feet.
9. *Maximum lot coverage by impervious surface:* 45 percent.
10. *Buffer requirements:* Any R-4 development adjoining an R-1, R-2 or R-3 zoning district or property identified on the future land use map as low density residential development and proposing duplexes shall establish a minimum 30-foot landscaped buffer between the zoning districts, in accordance with Section 604. Such buffer may be reduced to 20 feet, provided a landscaped earthen berm with a minimum height of three feet is established.
11. *Driveways:* All single-family dwellings shall be provided with a paved driveway accommodating a minimum of two automobiles. Garages or carports shall be provided for a minimum of one automobile. No parking shall be permitted on the street.
12. *100-year Floodplain:*No permanent structure shall be constructed within the boundary of the 100-year floodplain unless the structure meets minimum floodplain ordinance requirements as established in Chapter 50, Floods, of the Griffin Code of Ordinances.

SUBJECT PROPERTY

OWNER: 3BGLF BUCKET 3 LLC (PER TAX ASSESSOR)

SITE ADDRESS: 323 N 4TH STREET, GRIFFIN, GA, 30223

AREA: 0.37 ACRES

PARCEL #: 007 16009

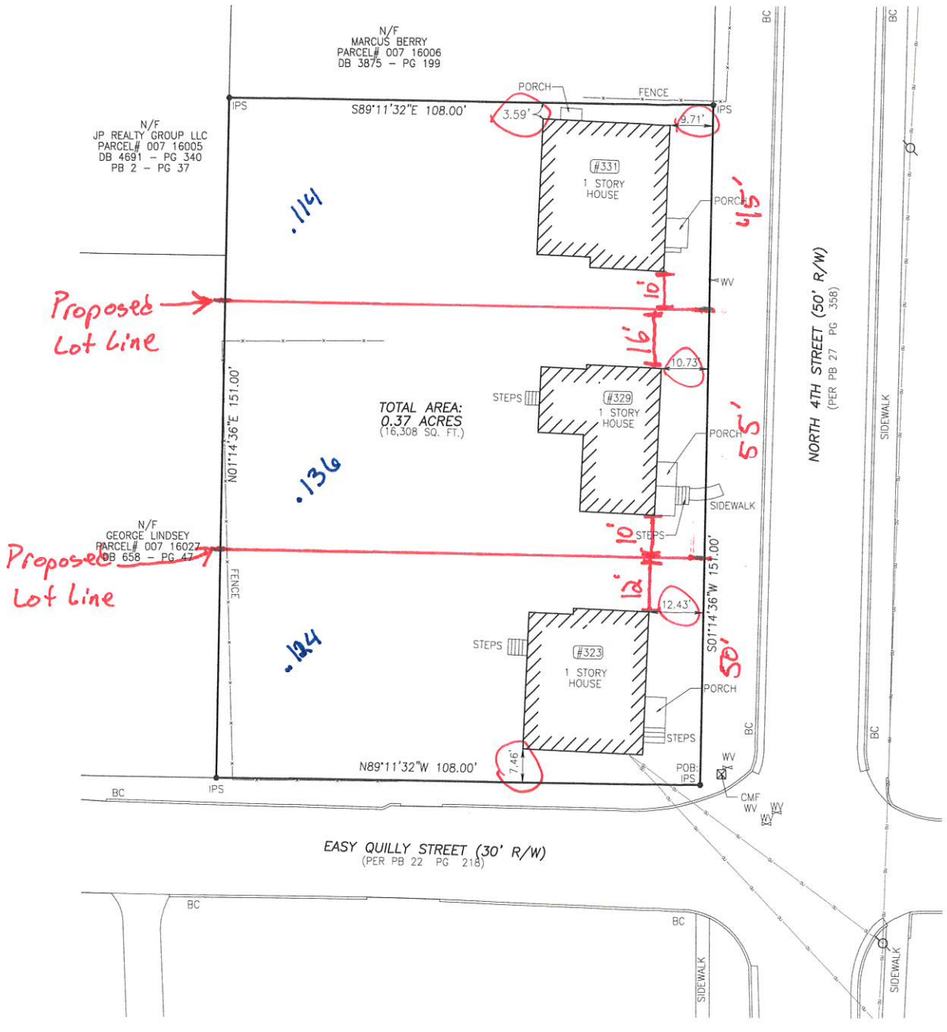
REFERENCE: DEED BOOK 5232 - PAGE 313

ZONING INFORMATION

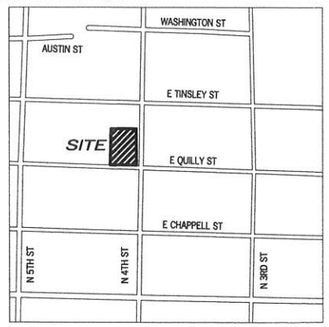
MDR - ZONING DISTRICT (MEDIUM DENSITY RESIDENTIAL)

- MINIMUM FRONT YARD SETBACK: 35 FEET
- MINIMUM SIDE YARD SETBACK: 10 FEET
- MINIMUM REAR YARD SETBACK: 25 FEET

ZONING INFORMATION SHOW HEREON HAS BEEN TAKEN FROM THE SPALDING COUNTY ONLINE TAX ASSESSOR MAPS AND THE SPALDING COUNTY CODE OF ORDINANCES. ALL ZONING INFORMATION WILL NEED TO BE VERIFIED BY THE PROPER ZONING OFFICIALS.







VICINITY MAP
N.T.S.

GENERAL NOTES

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

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

THE FIELD DATA UPON WHICH THIS SURVEY IS BASED ON HAS A RELATIVE POSITIONAL ACCURACY OF 0.02 FEET HORIZONTAL AT THE 95% CONFIDENCE LEVEL.

EQUIPMENT USED FOR ANGULAR AND LINEAR MEASUREMENTS: CARLSON BRX7 GNSS DUAL FREQUENCY RECIEVER, IN COMBINATION WITH A LEICA TCRP 1203+ ROBOTIC TOTAL STATION. [DATE OF LAST FIELD VISIT: 1-24-25]

THE PLAT HAS BEEN CALCULATED FOR CLOSURE AND IS FOUND TO BE ACCURATE TO WITHIN ONE FOOT IN 526,278 FEET.

THE BASIS FOR THE DIRECTIONS SHOWN HEREON IS: GRID NORTH AS DEFINED BY NAD 83 AND NAVD 88 (GEOID 18) DATUM, GEORGIA WEST ZONE AND DETERMINED THROUGH RTK-GPS METHODS UTILIZING A GNSS REAL TIME NETWORK SOLUTION BY MCCANN LAND SURVEYORS.

NO PORTION OF THIS SITE APPEARS TO BE IN A SPECIAL FLOOD AREA AS DEFINED BY THE SPALDING COUNTY F.E.M.A. F.I.R.M. COMMUNITY PANEL NUMBER 13255C0069E DATED 6/7/2017.

SYMBOLS

IPF = ⊙ - AS SHOWN HEREON
IPS = ● - CAPPED 1/2" REBAR TO BE SET

LEGEND

POC POINT OF COMMENCEMENT
POB POINT OF BEGINNING
N/F NOW OR FORMERLY
PB PLAT BOOK
DB DEED BOOK
PG PAGE
OTP OPEN TOP PIPE
IPF IRON PIN FOUND
IPS IRON PIN TO BE SET (CAPPED 1/2" REBAR)
B.F.E. BASE FLOOD ELEVATION
LL LAND LOT

20 10 0 20 40 60
GRAPHIC SCALE IN FEET
1" = 20'

GEORGIA REGISTERED No. 3481 PROFESSIONAL LAND SURVEYOR CLAYTON ADAM MCCANN

SURVEYOR CERTIFICATION

THIS PLAT IS A RETRACEMENT OF AN EXISTING PARCEL OR PARCELS OF LAND AND DOES NOT SUBDIVIDE OR CREATE A NEW PARCEL OR MAKE ANY CHANGES TO ANY REAL PROPERTY BOUNDARIES. THE RECORDING INFORMATION OF THE DOCUMENTS, MAPS, PLATS, OR OTHER INSTRUMENTS WHICH CREATED THE PARCEL OR PARCELS ARE STATED HEREON. RECORDATION OF THIS PLAT DOES NOT IMPLY APPROVAL OF ANY LOCAL JURISDICTION, AVAILABILITY OF PERMITS, COMPLIANCE WITH LOCAL REGULATIONS OR REQUIREMENTS, OR SUITABILITY FOR ANY USE OR PURPOSE OF THE LAND. FURTHERMORE, THE UNDERSIGNED LAND SURVEYOR CERTIFIES THAT THIS PLAT COMPLIES WITH THE MINIMUM TECHNICAL STANDARDS FOR PROPERTY SURVEYS IN GEORGIA AS SET FORTH IN THE RULES AND REGULATIONS OF THE GEORGIA BOARD OF REGISTRATION FOR PROFESSIONAL ENGINEERS AND LAND SURVEYORS AND AS SET FORTH IN O.C.G.A. SECTION 15-6-67.

02/28/2025
CLAYTON ADAM MCCANN GAPLS #3481 — DATE

McCANN LAND SURVEYORS
315 SOUTH 9TH STREET
GRIFFIN, GA 30224
mccannls.com
(o) (470) 204-7080

A BOUNDARY SURVEY FOR:

3 BULLS PROPERTY MANAGMENT

LAND LOT 160 2ND DISTRICT SPALDING COUNTY, GA

MCLS JOB #25014	
DRAWN BY BHS	CHECKED BY CDM & CAM
ISSUE DATE	02/28/2025
DRAWING NUMBER 1 OF 1	

AGENDA ITEM SUMMARY

ITEM SUMMARY:

Consider the minutes of the City of Griffin Board of Commissioners' Workshop meeting on November 25, 2025.

SPECIAL CONSIDERATIONS OR CONCERNS:

Mayor Hollberg and Commissioners Ward, Curtis, Wright, Tinsley and McCord were present. Commissioner Murray was absent.

STAFF RECOMMENDATION:

N/A

FINANCIAL IMPACT:

N/A

Submitted By:
Susan Bartholomew

Meeting Date:
09/12/2025

Reviewed By:
Jessica O'Connor

ATTACHMENTS:
11-25-25 Minutes Workshop.pdf

CITY OF GRIFFIN BOARD OF COMMISSIONERS
WORKSHOP MEETING
W. ELMER GEORGE MUNICIPAL HALL
TUESDAY, NOVEMBER 25, 2025

Mayor Doug Hollberg presided, convening the meeting at 9:00 a.m. Commissioners attending included Cynthia Ward, Rose Curtis, Brad Wright, Truman Tinsley and Rodney McCord. Also present were City Manager, Jessica O'Connor, City Attorney, Drew Whalen, Staff Attorney, Kelsey Carden and Susan Bartholomew to record minutes.

Commissioner Murray was absent.

CALL TO ORDER

1. Presentation of the 2025 Annual Report for Stormwater. *Director of Stormwater, Jeremy Kenway, will address.*

   Stormwater Director, Jeremy Kenway, addressed the Commissioners and presented the Stormwater Annual Report.

   - 205 acres of land disturbance
   - 2 tons of trash and 35 tires removed during the Stream Cleanup
   - 13,657 feet of camera pipe inspections
   - 64,919 feet of ditches constructed and maintained
   - 10,428 feet of pipes installed, repaired and maintained
   - 3,822 miles of street sweeping
   - 19 watershed signs updated
   - New storm drain markers created and ordered

2. Consider Executive Session pursuant to O.C.G.A. Section 50-14-2(1) for the purpose of consulting and meeting with legal counsel pertaining to pending or potential litigation, settlement, claims, administrative proceedings, or other judicial actions brought or to be brought by or against the agency or any officer or employee or in which the agency or any officer or employee may be directly involved, pursuant to O.C.G.A. Section 50-14-3(b)(2) for the purpose of discussing or deliberating upon the appointment, employment, compensation, hiring, disciplinary action or dismissal, or periodic evaluation or rating of a public officer or employee and pursuant to O.C.G.A. Section 50-14-3(b)(1)(B) for the purpose of authorizing negotiations to purchase, dispose of, or lease property.

   Motion/second to enter closed session at 9:03 a.m. by Commissioners Tinsley/Wright carried 6-0.

ADJOURN

Motion/second to adjourn at 10:28 a.m. by Commissioners McCord/Wright carried 6-0.

_____ _____

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

AGENDA ITEM SUMMARY

ITEM SUMMARY:

Consider the minutes of the City of Griffin Board of Commissioners' Regular Meeting on November 25, 2025.

SPECIAL CONSIDERATIONS OR CONCERNS:

Commissioners Ward, Curtis, Wright, Tinsley and McCord were present. Mayor Hollberg and Commissioner Murray were absent.

STAFF RECOMMENDATION:

N/A

FINANCIAL IMPACT:

N/A

Submitted By:
Susan Bartholomew

Meeting Date:
09/12/2025

Reviewed By:
Jessica O'Connor

ATTACHMENTS:
11-25-25 Minutes.pdf

CITY OF GRIFFIN BOARD OF COMMISSIONERS
REGULAR SCHEDULED MEETING
ONE GRIFFIN CENTER, W. ELMER GEORGE MUNICIPAL HALL
TUESDAY, NOVMEBER 25, 2025

Commissioner Rodney McCord 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.

Mayor Doug Hollberg and Commissioner Holly Murray were absent.

Call to order by Commissioner McCord

Pledge of Allegiance .....Commissioner Ward

Invocation ..... Commissioner Tinsley

Approval of Agenda

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

PRESENTATIONS AND DELEGATIONS

1. Recognize Josh Foshee, Stormwater Equipment Operator, Class A, as the October 2025 Strongest Link in the Chain award recipient. *Stormwater Director, Jeremy Kenway, will address.*

   Stormwater Director, Jeremy Kenway, presented the Strongest Link award to Josh Foshee, Equipment Operator, Class A, from Stormwater.

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

   Deborah Manning-Gilbert addressed the Commissioners, reviewing unaudited financial reports for the month of September 2025 which is 25% of the fiscal year. The General Fund operating revenue is $5,174,626.00 which is 18.59% of budget; operating expenses are $10,665,546.00 which is 24.63% of budget. The Enterprise Funds operating revenue is $35,442,393.00 which is 30.9% of budget; operating expenses are $22,439,064.00 which is 22.39% of budget. The Water/Wastewater Fund operating revenue is $9,194,670.00 which is 28.61% of budget; operating expenses are $4,501,362.00 which is 19.1% of budget. The Electric Fund operating revenue is $21,855,507.00 which is 33.05% of budget; operating expenses are $14,150,871.00 which is 23.74% of budget. The Solid Waste Fund operating revenue is $3,005,228 which is 26.91% of budget; the operating expenses are $2,454,387.00 which is 22.57% of budget.

   LOST collections year-to-date are $1,523,100.00 which is 26.96% of budget.
   TSPLOST collections year-to-date are $1,276,002.00 which is 34.23% of budget.

CITIZEN COMMENT

Joe Skinner, 222 Meriwether St. addressed the Commissioners. He is the Executive Director of the New Avenue Life Outreach which offers free services and support for anyone affected by addiction. Mr. Skinner shared an overview of the services offered and stated the organization wants to be put to work. He invited the Commissioners to visit the center.

PUBLIC HEARINGS

3. Receive comments regarding a request for the naming of 730 Anne St to SGT. Todd Thomas Community Center with proposal for installation of a sign pertaining to the renaming request. *Director of GIS, Brian Haynes will address.*

   Brian Haynes, GIS Director, addressed the Commissioners regarding the application for the naming of the Anne Street precinct and signage. The GIS Department along with the application review committee has reviewed the application, letter of consent from the family, the letter of support from the Griffin Police Department and proposals for signage pertaining to the naming of 730 Anne Street to Sgt. Todd Thomas Community Center and found that all criteria has been met. the cost of the signage is $2,300, and the Griffin Police Department is paying for the signage.

   Chief Strickland addressed the Board and read the naming request from the Police Department.

CONSENT AGENDA

4. Consider minutes of the City of Griffin Board of Commissioners' Workshop and Regular Meetings on October 28, 2025.

5. Consider a TOF with LJA Engineering, Inc., best responsive bidder, for the 2026 CDBG Rushton Mill Village Redevelopment Area Phase II bid, design engineering, and construction management services in the amount of $160,865.00. *Director of Water and Wastewater, Brandon Lewis, will address.*

6. Consider the purchase of a Kubota KX080 Mini Excavator with attachments and a K4080 40-inch flail mower from Mason Tractor & Equipment Co. Inc., best quote, in the amount of $138,082.22 for the Wastewater Collections Division. *Director of Water and Wastewater, Brandon Lewis, will address.*

7. Consider a Task Order Form to the Master Services Agreement with LJA Engineering, Inc for Shoal Creek C&D Landfill in the amount of $8,250.00 for site evaluation of Phase 4 of the Landfill Expansion. *Director of Solid Waste Todd Ennis will address.*

8. Consider a Task Order Form to the Master Services Agreement with LJA Engineering, Inc for Shoal Creek C&D Landfill Expansion in the of amount $7,225.00 for Wetlands Evaluation. *Director of Solid Waste Todd Ennis will address.*

9. Consider a contract with Toro National Support Network in the amount of $3,684.00 for the Lynx Smart Tower annual service agreement that controls our Griffin Golf Course irrigation system. *Public Works Director, Mariza Eller, will address.*

10. Consider declaring as surplus the following vehicles that were seized or purchased with seized funds: Unit #1219, a 2002 Nissan Altima; Unit #201, a 2009 Toyota Avalon; Unit #271, a 2015 Ford Fusion; Unit #1218, a 2003 Honda Accord; Unit #1299, a 2019 Polaris RZR; a 2007 Honda Accord (never put in service); a 2011 Mercedes Model C (never put in service); a 2012 Honda Accord (never put in service); and a 2000 Honda Accord (never put in service). *Police Captain, Daniel Jett, will address.*

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

REGULAR AGENDA

11. Consider the Georgia Airport Aid Funding Grant in the amount of $485,952.00 to provide continued funding for the Replacement Airport Project, specifically as it relates to Airport Engineering Design and / or Planning Assistance for FY 2026. *Airport Director, Robert Mohl, will address.*

    Motion/second to approve the Georgia Airport Aid Funding Grant in the amount of $485,952.00 to provide continued funding for the Replacement Airport Project, specifically as it relates to Airport Engineering Design and / or Planning Assistance for FY 2026 by Commissioners Tinsley/Wright carried 5-0.

12. Consider a Resolution to amend the City of Griffin's Fiscal Year 2025-2026 Operating and Capital Budget for general housekeeping measures in the amount of $118,572.44. *Budget Analyst, Angela Thompson will address*.

    Motion/second to approve a Resolution to amend the City of Griffin's Fiscal Year 2025-2026 Operating and Capital Budget for general housekeeping measures in the amount of $118,572.44 by Commissioners Ward/Wright carried 5-0.

13. Consider a contract with Tyler Technologies for Enterprise Resource Planning Software and Services (Financial software) in the amount of $408,266.00 and amend the budget accordingly. *Finance Director, Deborah Manning-Gilbert will address.*

    Motion/second to approve a contract with Tyler Technologies for Enterprise Resource Planning Software and Services (Financial software) in the amount of $408,266.00 and amend the budget accordingly by Commissioners Ward/Tinsley carried 5-0.

14. Consider a Purchase Order for two Grundfos 75 HP submersible pumps and rehabilitation of a control panel for the Harry Simmons WTP from Goforth Williamson, Inc., Single Source, in the amount of $178,762.00, and amend the budget accordingly. *Water and Wastewater Director, Brandon Lewis, will address.*

    Motion/second to approve a Purchase Order for two Grundfos 75 HP submersible pumps and rehabilitation of a control panel for the Harry Simmons WTP from Goforth Williamson, Inc., Single Source, in the amount of $178,762.00, and amend the budget accordingly by Commissioners Ward/Wright carried 5-0.

15. Consider the purchase of a 2021 Hyundai HX210Al Excavator in the amount of $122,337.35 from NED, lowest quote, which will replace unit #907, declare as surplus Unit #907, and amend the budget accordingly. *Director of Solid Waste, Todd Ennis, will address.*

    Motion/second to approve the purchase of a 2021 Hyundai HX210Al Excavator in the amount of $122,337.35 from NED, lowest quote, which will replace unit #907, declare as surplus Unit #907, and amend the budget accordingly by Commissioners Ward/Tinsley carried 5-0.

16. Consider a proposal from Davey Resource Group, Inc., single source, in the amount of $77,750.00 for the Tree Inventory Update and maintenance strategy for the City of Griffin's urban forest located within the public right of way. *Public Works Director, Mariza Eller, will address.*

    Motion/second to approve a proposal from Davey Resource Group, Inc., single source, in the amount of $77,750.00 for the Tree Inventory Update and maintenance strategy for the City of Griffin's urban forest located within the public right of way by Commissioners Wright/Tinsley carried 5-0.

17. Consider a Task Order Form to the Master Services Agreement between the City of Griffin and LJA in the amount of $13,500.00 for the bid administration and construction management of a playground project located in downtown Griffin 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 in the amount of $13,500.00 for the bid administration and construction management of a playground project located in downtown Griffin and amend the budget accordingly by Commissioners Tinsley/Ward carried 5-0.

18. Consider a Task Order Form to the Master Services Agreement between the City of Griffin and LJA in the amount of $120,065.00 for the survey, engineering, and construction management of the existing city pool and parking area for the purpose of constructing a new community pavilion and dedicated restroom/vending machine area for Griffin Golf Course users 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 in the amount of $120,065.00 for the survey, engineering, and construction management of the existing city pool and parking area for the purpose of constructing a new community pavilion and dedicated restroom/vending machine area for Griffin Golf Course users, and amend the budget accordingly by Commissioners Tinsley/Wright carried 5-0.

19. Consider a contract with Walthall Fuel to provide bulk orders of diesel, gasoline, oils, greases, and Diesel Exhaust Fluid (DEF) to departments city-wide with pricing based on current market conditions. *Public Works Director, Mariza Eller, will address.*

    Motion/second to approve a contract with Walthall Fuel to provide bulk orders of diesel, gasoline, oils, greases, and Diesel Exhaust Fluid (DEF) to departments city-wide with pricing based on current market conditions by Commissioners Wright/Ward carried 5-0.

20. Consider a contract with Piedmont Paving, Inc., lowest bidder, in the amount of $814,350.00 for the construction of the extension of the Elle's Way roadway to intersect with Blanton Avenue and N. 3rd Street. *Public Works Director, Mariza Eller, will address.*

    Motion/second to approve a contract with Piedmont Paving, Inc., lowest bidder, in the amount of $814,350.00 for the construction of the extension of the Elle's Way roadway to intersect with Blanton Avenue and N. 3rd Street by Commissioners Ward/Curtis carried 5-0.

21. Consider a request for the naming of 730 Anne St to SGT. Todd Thomas Community Center with proposal for installation of a sign pertaining to the renaming request. *Director of GIS, Brian Haynes will address.*

    Motion/second to approve a request for the naming of 730 Anne St to SGT. Todd Thomas Community Center with proposal for installation of a sign pertaining to the renaming request by Commissioners Ward/Tinsley carried 5-0.

22. Consider a Resolution authorizing the conveyance of 1.973 acres of land adjoining Historic City Hall in the block of E. Solomon Street at its intersection with N. Fifth Street to the Downtown Development Authority of the City of Griffin, Georgia, to be used for an upscale Hotel & Conference Center in furtherance of the DDA's Hotel Project. *City Attorney Drew Whalen will address.*

    Motion/second to approve a Resolution authorizing the conveyance of 1.973 acres of land adjoining Historic City Hall in the block of E. Solomon Street at its intersection with N. Fifth Street to the Downtown Development Authority of the City of Griffin, Georgia, to be used for an upscale Hotel & Conference Center in furtherance of the DDA's Hotel Project by Commissioners Tinsley/Ward carried 5-0.

23. Consider, on first reading, amendments to Chapter 90, Traffic and Vehicles, Article 1, adding Section 90-10, Engine Braking, to prohibit the use of compression or engine brakes within the City limits except in case of emergency. *Staff Attorney, Kelsey Carden, will address.*

    Motion/second to approve, on first reading, amendments to Chapter 90, Traffic and Vehicles, Article 1, adding Section 90-10, Engine Braking, to prohibit the use of compression or engine brakes within the City limits except in case of emergency by Commissioners Ward/Tinsley carried 5-0.

24. Consider a claim by Justin Laster for wrongful arrest by GPD Officer Samuel Hurst and wrongful conviction by Judge Trey Howell, Municipal Court of the City of Griffin, as set forth in attached *pro se* letter, dated October 23, 2025, from Mr. Laster. *City Attorney Drew Whalen will address.*

    Motion/second to deny a claim by Justin Laster for wrongful arrest by GPD Officer Samuel Hurst and wrongful conviction by Judge Trey Howell, Municipal Court of the City of Griffin, as set forth in attached pro se letter, dated October 23, 2025, from Mr. Laster by Commissioners Tinsley/Ward carried 5-0.

25. Consider a claim on behalf of Tameika Caslin for personal injuries allegedly sustained on May 27, 2025 with a motor vehicle, owned or leased by the Griffin Housing Authority, while operated by GHA employee James Maddox. *City Attorney Drew Whalen will address.*

    Motion/second to deny a claim on behalf of Tameika Caslin for personal injuries allegedly sustained on May 27, 2025 with a motor vehicle, owned or leased by the Griffin Housing Authority, while operated by GHA employee James Maddox by Commissioners Wright/Ward carried 5-0.

26. Consider the Griffin-Spalding County Hospital Authority grant allocations for calendar year 2026, requiring City and County approval. *City Manager, Jessica O'Connor will address.*

    Motion/second to the approve the Griffin-Spalding County Hospital Authority grant allocations for calendar year 2026 by Commissioners Tinsley/Wright carried 5-0.

27. Consider cancellation of the scheduled Workshop and Regular meetings on Tuesday, December 23, 2025 due to Christmas Holidays. *City Manager, Jessica O'Connor, will address.*

    Motion/second to approve cancellation of the scheduled Workshop and Regular meetings on Tuesday, December 23, 2025 due to Christmas Holidays by Commissioners Ward/Wright carried 5-0.

CITY MANAGER'S REPORT

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

1. Ms. O'Connor congratulated Josh Foshee on his Strongest Link Award and thanked Mr. Garry Slaton for nominating Mr. Foshee.
2. Ms. O'Connor stated her pride in the naming of the Anne St. precinct after Sgt. Todd Thomas.
3. Ms. O'Connor reminded the Commissioners that there is a Called Workshop Meeting on December 9 at 9 a.m.
4. Ms. O'Connor wished all a Happy Thanksgiving.

CITY ATTORNEY'S COMMENT

Mr. Whalen wished all a Happy Thanksgiving.

COMMISSIONER COMMENTS

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

Each Commissioner wished all a Happy Thanksgiving.

ADJOURN

Motion/second to adjourn at 6:31 p.m. by Commissioners Ward/Cutis carried 5-0.

_____ _____

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

AGENDA ITEM SUMMARY

ITEM SUMMARY:

Consider a Purchase Order with Carahsoft Technology Corp., pursuant to Statewide Contract, of OpenGov Software for permitting, case management, licensing, and administrative forms and professional services implementation in the amount of $99,576.76 for FY26, and amend the budget accordingly. *Planning and Development Director, Michelle Haynes, will address.*

SPECIAL CONSIDERATIONS OR CONCERNS:

OpenGov software provides functionality not available in our current software which will streamline permitting, civil and building plan review, case management, tax and licensing processes, and increase operational efficiencies within the Planning and Development Department.

STAFF RECOMMENDATION:

Staff recommends approval.

FINANCIAL IMPACT:

First year total is $99,576.76 which includes $81,641.04 of one-time fees to cover license and implementation. There are three optional renewal terms, billed on a fiscal year basis:
Year two total is $77,253.33
Year three total is $79,096.31
Year four total is $83,051.53

Submitted By:
Michelle Haynes

Meeting Date:
09/12/2025

Reviewed By:
Jessica O'Connor

ATTACHMENTS:
PO26-0295 Carahsoft OpenGov Permit and Licensing Software.pdf
Planning & Development Software Budget Amendment Resolution.pdf
FY26 Justification to Purchase -OpenGov.Carahsoft Software.pdf
CityTech SeeClickFix Proposal.pdf
Griffin- Tyler Proposal (OnPrem).pdf
Carahsoft OpenGov Proposal.pdf
Griffin GA-iWorQ Enterprise Proposal.pdf

8 12/3/25 FY26 Reg Purchase Order

Griffin
Growing, TOGETHER

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

DATE: 12-3-25

FY26 Purchase Order No. 26-0295

Bid/Quote No. _____

Vendor No. _____

Vendor Name & Address

Carahsoft Technology Corp
Attn: Nassim Driss
11493 Sunset Hills Rd Ste. 100
Reston, Virginia 20190
Nassim.Driss@carahsoft.com
Ph: 571-662-3955 Fax: 703-871-8505

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
Department: Planning and Development
100 S Hill Street
Griffin, GA 30223

ATTN: Michelle Haynes
Phone: 770-233-4130 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**
- VENDORS HAVE AGREED TO CITY PO TERMS AND CONDITIONS -WRITTEN CONFIRMATION ATTACHED	**Y/N**

Description	Account Number	Quantity	UOM	Unit Price	Extended Totals
Professional Services - Software Implementation ✓	101 - 6210 - 52 - 2211 - 0000	1		81,641.040	**81,641.04**
OpenGov Software for Permitting, Case Management, Licensing, and Administrative Forms - Year 1 of 4 (4/1/26-6/30/26) ✓	101 6210 - 52 - 2211 - 0000	3	Month	5,978.573	**17,935.72**
	- - - -				
	- - - -				
	- - - -				
	- - - -				
	- - - -				
	- - - -				
	- - - -				
	- - - -				
CAPITAL PROJECT #: BA w/ Agenda Item	- - - -	*enter debit/credit amounts in*			
(DISTRIBUTION & $$)	- - - -	*the extended totals column*			

COMMENTS: OpenGov Software & Professional Services implementation, pursuant to Statewide Contract # 99999-SPD-T20190814-0001. NASPO Master Contract No. AR2472. 3 optional renewal terms, billed on fiscal year basis

Totals: $** **$ 99,576.76

FY26 Purchase Order

COG USE ONLY

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

Copy emailed to Supplier
Supplier Notified

COG USE ONLY

Michelle Haynes 12-3-25
Dept / Requestor / Date

Purchasing / Date

Deborah M Gilbert 12-3-25
Department Mgr / Date

Finance Director / Date

City Manager / Date

BOARD / Date

PRICE QUOTATION

CARAHSOFT TECHNOLOGY CORP

11493 SUNSET HILLS ROAD | SUITE 100 | RESTON, VIRGINIA 20190
PHONE (703) 871-8500 | FAX (703) 871-8505 | TOLL FREE (888) 66CARAH
WWW.CARAHSOFT.COM | SALES@CARAHSOFT.COM

carahsoft.

TO: Gibb Cotton
CTO
City of Griffin
100 S Hill St
ITC - 4th Floor
Griffin, GA 30223 USA

EMAIL: gcotton@cityofgriffin.com

PHONE: (770) 233-2929

FROM: Nassim Driss
Carahsoft Technology Corp.
11493 Sunset Hills Road
Suite 100
Reston, Virginia 20190

EMAIL: Nassim.Driss@carahsoft.com

PHONE: (571) 662-3955 FAX: (703) 871-8505

TERMS: Contract Number: 99999-SPD-T20190814-0001
NASPO Master Contract Number: AR2472
Contract Term: 08/14/2019 to 09/15/2026
Shipping Point: FOB Destination
Credit Cards: VISA/MasterCard/AMEX
Remit To: Same as Above
Payment Terms: Net 30 (On Approved Credit)
Sales Tax May Apply

QUOTE NO:	61351884
QUOTE DATE:	11/26/2025
QUOTE EXPIRES:	12/31/2025
RFQ NO:	
SHIPPING:	ESD
TOTAL PRICE:	$338,977.53
TOTAL QUOTE:	$338,977.53

LINE NO.	PART NO.	DESCRIPTION	LIST PRICE	QUOTE PRICE		QTY	EXTENDED PRICE
		TERM 1					
1	OG-SWCV-B100150M-AR-3Y-491	Autofill Interface - Between $100-150 Million - 3Y OpenGov, Inc. - OG-SWCV-B100150M-AR-3Y Start Date: 04/01/2026 End Date: 06/30/2026	$1,654.00	$146.54	COOP	2	$293.08
2	OG-SWCZ-B100150M-AR-3Y-491	Bluebeam Integration - Between $100-150 Million - 3Y OpenGov, Inc. - OG-SWCZ-B100150M-AR-3Y Start Date: 04/01/2026 End Date: 06/30/2026	$3,308.00	$292.99	COOP	1	$292.99
3	OG-TWCZ-B100150M-AR-3Y-491	Permitting and Licensing - Foundational Bundle - Between $100-150 Million - 3Y OpenGov, Inc. - OG-TWCZ-B100150M-AR-3Y Start Date: 04/01/2026 End Date: 06/30/2026	$9,840.00	$871.47	COOP	1	$871.47
4	OG-SWCI-B100150M-AR-3Y-491	Permitting & Licensing - Unlimited Service Areas - Between $100-150 Million - 3Y OpenGov, Inc. - OG-SWCI-B100150M-AR-3Y Start Date: 04/01/2026 End Date: 06/30/2026	$152,399.00	$16,478.18	COOP	1	$16,478.18
5	OG-TWEW-B100150M-OT-0Y-491	Professional Services Deployment - Fixed Fee - Between $100-150 Million - 0Y OpenGov, Inc. - OG-TWEW-B100150M-OT-0Y Start Date: 04/01/2026 End Date: 06/30/2026	$280.00	$213.72	COOP	382	$81,641.04
		TERM 1 SUBTOTAL:					$99,576.76
		TERM 2					
6	OG-SWCV-B100150M-AR-3Y-491	Autofill Interface - Between $100-150 Million - 3Y OpenGov, Inc. - OG-SWCV-B100150M-AR-3Y Start Date: 07/01/2026 End Date: 06/30/2027	$1,654.00	$615.44	COOP	2	$1,230.88
7	OG-SWCZ-B100150M-AR-3Y-491	Bluebeam Integration - Between $100-150 Million - 3Y OpenGov, Inc. - OG-SWCZ-B100150M-AR-3Y Start Date: 07/01/2026 End Date: 06/30/2027	$3,308.00	$1,230.55	COOP	1	$1,230.55

PRICE QUOTATION

CARAHSOFT TECHNOLOGY CORP

11493 SUNSET HILLS ROAD | SUITE 100 | RESTON, VIRGINIA 20190
PHONE (703) 871-8500 | FAX (703) 871-8505 | TOLL FREE (888) 66CARAH
WWW.CARAHSOFT.COM | SALES@CARAHSOFT.COM

carahsoft.

LINE NO.	PART NO.	DESCRIPTION	LIST PRICE	QUOTE PRICE		QTY	EXTENDED PRICE
8	OG-TWCZ-B100150M-AR-3Y-491	Permitting and Licensing - Foundational Bundle - Between $100-150 Million - 3Y OpenGov, Inc. - OG-TWCZ-B100150M-AR-3Y Start Date: 07/01/2026 End Date: 06/30/2027	$9,840.00	$3,660.18	COOP	1	$3,660.18
9	OG-SWCI-B100150M-AR-3Y-491	Permitting & Licensing - Unlimited Service Areas - Between $100-150 Million - 3Y OpenGov, Inc. - OG-SWCI-B100150M-AR-3Y Start Date: 07/01/2026 End Date: 06/30/2027	$152,399.00	$69,208.24	COOP	1	$69,208.24
10	OG-TWEW-B100150M-OT-0Y-491	Professional Services Deployment - Fixed Fee - Between $100-150 Million - 0Y OpenGov, Inc. - OG-TWEW-B100150M-OT-0Y Start Date: 07/01/2026 End Date: 06/30/2027	$280.00	$213.72	COOP	9	$1,923.48
		TERM 2 SUBTOTAL:					$77,253.33
		TERM 3					
11	OG-SWCV-B100150M-AR-3Y-491	Autofill Interface - Between $100-150 Million - 3Y OpenGov, Inc. - OG-SWCV-B100150M-AR-3Y Start Date: 07/01/2027 End Date: 06/30/2028	$1,654.00	$646.21	COOP	2	$1,292.42
12	OG-SWCZ-B100150M-AR-3Y-491	Bluebeam Integration - Between $100-150 Million - 3Y OpenGov, Inc. - OG-SWCZ-B100150M-AR-3Y Start Date: 07/01/2027 End Date: 06/30/2028	$3,308.00	$1,292.07	COOP	1	$1,292.07
13	OG-TWCZ-B100150M-AR-3Y-491	Permitting and Licensing - Foundational Bundle - Between $100-150 Million - 3Y OpenGov, Inc. - OG-TWCZ-B100150M-AR-3Y Start Date: 07/01/2027 End Date: 06/30/2028	$9,840.00	$3,843.21	COOP	1	$3,843.21
14	OG-SWCI-B100150M-AR-3Y-491	Permitting & Licensing - Unlimited Service Areas - Between $100-150 Million - 3Y OpenGov, Inc. - OG-SWCI-B100150M-AR-3Y Start Date: 07/01/2027 End Date: 06/30/2028	$152,399.00	$72,668.61	COOP	1	$72,668.61
		TERM 3 SUBTOTAL:					$79,096.31
		TERM 4					
15	OG-SWCV-B100150M-AR-3Y-491	Autofill Interface - Between $100-150 Million - 3Y OpenGov, Inc. - OG-SWCV-B100150M-AR-3Y Start Date: 07/01/2028 End Date: 06/30/2029	$1,654.00	$678.53	COOP	2	$1,357.06
16	OG-SWCZ-B100150M-AR-3Y-491	Bluebeam Integration - Between $100-150 Million - 3Y OpenGov, Inc. - OG-SWCZ-B100150M-AR-3Y Start Date: 07/01/2028 End Date: 06/30/2029	$3,308.00	$1,356.67	COOP	1	$1,356.67
17	OG-TWCZ-B100150M-AR-3Y-491	Permitting and Licensing - Foundational Bundle - Between $100-150 Million - 3Y OpenGov, Inc. - OG-TWCZ-B100150M-AR-3Y Start Date: 07/01/2028 End Date: 06/30/2029	$9,840.00	$4,035.35	COOP	1	$4,035.35
18	OG-SWCI-B100150M-AR-3Y-491	Permitting & Licensing - Unlimited Service Areas - Between $100-150 Million - 3Y OpenGov, Inc. - OG-SWCI-B100150M-AR-3Y Start Date: 07/01/2028 End Date: 06/30/2029	$152,399.00	$76,302.05	COOP	1	$76,302.05

PRICE QUOTATION

CARAHSOFT TECHNOLOGY CORP

11493 SUNSET HILLS ROAD | SUITE 100 | RESTON, VIRGINIA 20190
PHONE (703) 871-8500 | FAX (703) 871-8505 | TOLL FREE (888) 66CARAH
WWW.CARAHSOFT.COM | SALES@CARAHSOFT.COM

carahsoft.

LINE NO.	PART NO.	DESCRIPTION	LIST PRICE	QUOTE PRICE	QTY	EXTENDED PRICE
		TERM 4 SUBTOTAL:				$83,051.13
		SUBTOTAL:				$338,977.53
			TOTAL PRICE:			$338,977.53
			TOTAL QUOTE:			$338,977.53

Statement of Work

City of Griffin, GA

Creation Date: 12/1/2025
SoW Expiration Date:2/20/2026
Document Number: PS-08776.2
Created by: Josh Volpert

Table of Contents

OpenGov Statement of Work **3**

1. Project Scope and Understanding 3
2. Exhibits 3
3. OpenGov Responsibilities 3
4. Customer Responsibilities 3
5. Project Delivery 4
6. Estimated Schedule 4
7. Acceptance Procedure 4
8. Modifications 4
9. Communication and Escalation Procedure 5

Exhibit 1: Implementation Activities **6**

OpenGov Implementation Methodology Overview 6

Permitting & Licensing 6

Initiate 6

Validate 7

Configure 7

Train 11

Launch 11

Exhibit 2: Technical Requirements **13**

Permitting & Licensing Technical Requirements 13

OpenGov Statement of Work

1. **Project Scope and Understanding**
   This Statement of Work ("SOW") outlines the Professional Services OpenGov will provide to the City of Griffin, GA ("Customer") under the applicable Order Form. Professional Services or technical requirements not listed in this SOW are out of scope.

2. **Exhibits**
   The following exhibits are incorporated by reference and are part of this SOW:
   - 2.1. Exhibit 1: Implementation Activities
     - 2.1.1. Permitting & Licensing
   - 2.2. Exhibit 2: Technical Requirements
     - 2.2.1. Permitting & Licensing

3. **OpenGov Responsibilities**
   OpenGov will provide a framework for planning, communication, progress tracking, and coordination for activities in Exhibit 1. In collaboration with Customer, OpenGov will develop and maintain the Project Plan. The "Project Plan" is a detailed, living document that defines how the project will be executed, including tasks, timelines, milestones, and team assignments. OpenGov will monitor progress against the Project Plan, coordinate adjustments to tasks and schedules as needed, and conduct status meetings as agreed to by the parties. OpenGov will provide weekly status reports, a Project Charter, and a RAID register (Risks, Actions, Issues, and Decisions). The "Project Charter" is a high-level document outlining the project's purpose, goals, key stakeholders, success criteria, and major milestones.

4. **Customer Responsibilities**
   The Customer will appoint a primary point of contact with authority to make binding decisions ("Customer's Project Manager"). This person will coordinate internal resources, assign subject matter experts ("SMEs"), and oversee implementation. Responsibilities include attending status meetings, making timely decisions, providing requested information, escalating issues internally, and collaborating on the Project Plan and Change Order process, if applicable.

   Customer acknowledges that the success of this project is contingent on its full participation. Customer must provide data within ten (10) business days of a request, maintain consistent data formats and access throughout the project, and allocate the necessary Customer resources and time to support deliverables and meet agreed-upon timelines.

5. Project Delivery

OpenGov will perform services under this SOW remotely. OpenGov may use a combination of OpenGov personnel and OpenGov-trained implementation partners to deliver the services described in this SOW.

6. Estimated Schedule

The specific timeline, including order of delivery of the suite(s), will be determined during the project planning activities in the Initiate Phase. Services are estimated to begin on 4/1/2026 . OpenGov reserves the right to adjust the schedule based on the availability of Customer or OpenGov resources, and the timeliness of deliverables provided by the Customer.

7. Acceptance Procedure

OpenGov will submit completed deliverables to the Customer's Project Manager for review. Within five (5) business days of receipt, the Customer's Project Manager will either provide written acceptance or a list of requested revisions. In the event there are requested revisions, the subsequent review period for acceptance will follow the same timeline until final acceptance. If Customer does not respond within this period, the deliverable will be deemed accepted. Once a deliverable is accepted, any requested changes will require a paid Change Order.

Acceptance milestones and review timelines will be tracked in the Project Plan. Both parties acknowledge that delays in task completion or unresolved issues may impact the project timeline. If OpenGov determines in good faith that Customer is not fulfilling its responsibilities under this SOW, OpenGov may place services on hold following a minimum of five (5) business days' written notice. The notice will specify the actions needed to progress the project. During the hold period, OpenGov may reallocate resources without penalty and will not be responsible for resulting delays.

8. Modifications

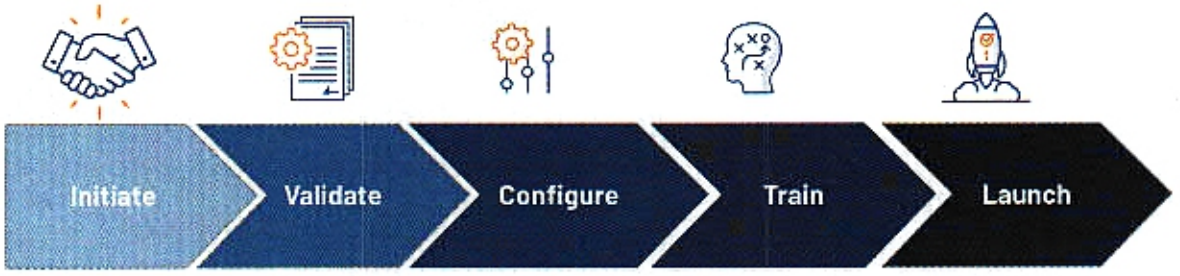
The fees and estimated timeline are based on the scope and assumptions in this SOW. If either party determines that a change to the scope is necessary, the parties will collaborate to define the required modification, which may result in fee adjustments based on OpenGov's standard rates. All modifications must be documented in a written Change Order and signed by both parties ("Change Order"). Examples of changes include revisions to the project timeline, deliverables, or resource allocation.

9. Communication and Escalation Procedure

OpenGov and Customer agree to maintain regular communication in alignment with the Project Plan to ensure progress, resolve questions promptly, and minimize risk. Both parties will raise any issues or concerns in a timely manner. If challenges are not resolved through standard project discussions, Customer and OpenGov Project Managers will escalate to their respective executive leadership teams to jointly determine a resolution and align on a path to successful implementation.

Exhibit 1: Implementation Activities

OpenGov Implementation Methodology Overview



Every OpenGov implementation follows a standardized five-phase methodology designed to ensure a structured and collaborative deployment. The phases are:

1. Initiate – OpenGov provisions access and performs initial system setup.
2. Validate – OpenGov works with the Customer to confirm requirements and review initial configurations.
3. Configure - OpenGov completes system configuration as outlined in this SOW.
4. Train – OpenGov provides training to system administrators and/or end users, as applicable.
5. Launch – OpenGov provides post-go-live support and transitions the Customer to OpenGov's Customer Success Team.

Each implementation is structured around these phases. Deliverables, sign-offs, and completion criteria are aligned to the relevant phase.

Permitting & Licensing

Use Cases for Permitting & Licensing:

- Building Permits & Inspectional Services
- Planning and Zoning
- Code Enforcement
- Licensing
- Public Works

Initiate

Provisioning Permitting & Licensing Platform

OpenGov will:

- OpenGov will provision Customer's OpenGov entity and verify Customer has access to all purchased modules.

Customer will:

- Confirm access to entity and modules.

Completion Criteria

- Customer verifies access to the site.

Data Initiation

OpenGov will:

- Provide the needed data and format to the customer.
- Discuss data needs for the foundational initiation of the software.
- Assign a Project Manager once the data has been collected.

Customer will:

- Provide the required data in a timely manner.

Completion Criteria

- Customer sign-off that the Integrations are complete and the data is being captured as planned.

Validate

Technical Project Review

OpenGov will:

- Provide up to one (1) one-hour working sessions at the beginning of the project to:
  - Review deliverables
  - Review technical requirements
  - Provide documentation on requirements and processes

OpenGov Assumptions:

- Customer will provide relevant data within two (2) weeks immediately following the kick-off meeting.

Customer will:

- Identify relevant participants for attendance.
- Confirm deliverables.
- Gather and provide relevant data for the project.

Completion Criteria

- Customer sign-off on project plan.

Configure

Record Types Deliverables

OpenGov will configure the following standard record types, including sub-types, drafts of Customer's record types in the Permitting & Licensing system including Form, Workflow, Output Document and Fees:

Building and Inspectional Services Service Area
Up to one (1) record types from the following list:

- Commercial Building Permit

Planning and Zoning Service Area
Up to one (1) record types from the following list:

- Administrative Variance

Code Enforcement Service Area
Up to two (2) record types from the following list:

- Code Complaint
- Code Violation

Licensing Service Area
Up to four (4) record types from the following list:

- Business License
- Alcohol License
- Alcohol Excise Tax
- Special Events Permit

Public Works Service Area
Up to one (1) record types from the following list:

- Right-of-Way Permit

Customer will:

- Attend working sessions to validate, review, and iterate upon draft records.
- Test all configured record types

Completion Criteria

- Customer sign-off that the Record Types have been configured. Sign-off will occur with each completed Record Type.

Data Deliverables

Master Address Table (MAT) Integration

OpenGov will:

- Provide a template file to be utilized by the Customer to populate MAT information.
- Import the completed template file and validate against the completed template file.

Customer will:

- Populate and validate the MAT template.

Completion Criteria

- Customer sign-off that the Master Address Table has been configured.

ESRI ArcGIS Server Integration

OpenGov will:

- Integrate with the Customer's ArcGIS public API endpoint.

Completion Criteria

- Customer sign-off on the ESRI Integration.

GIS Flag Integration

OpenGov will:

- Provide a template file to be utilized by the Customer to populate GIS Flag information.
- Import the populated template file after acceptance.
- Enable the GIS Flag Integration.

Customer will:

- Populate and validate the flag template file.

Completion Criteria

- Customer sign-off on the GIS Flag Integration.

Accounting and Finance Export

OpenGov will:

- Provide an export of financial data, based on the Customer's provided format, to the Customer's FTPS as often as nightly.

Customer will:

- Agree upon specifications prior to export.

Completion Criteria

- Customer sign-off on the Accounting and Finance Export.

Autofill Integration

OpenGov will:

- Provide up to three (3) Autofills, using source data from OpenGov or provided by the Customer.

Customer will:

- Provide the source data, if applicable.
- Agree upon specifications prior to upload.

Completion Criteria

- Customer sign-off on the Autofill Integration.

Bluebeam Studio Prime Integration

OpenGov will:

- Enable Bluebeam Studio Prime integration
- Provide instructions on how to connect Bluebeam Studio Prime.

Customer will:

- Provide Bluebeam Studio prime license(s).
- Handle licensing and training with Bluebeam directly.

Completion Criteria

- Customer sign-off on the Bluebeam Integration.

Single Sign On (SSO) Integration

OpenGov will:

- Provide the SSO enablement form.
- Implement identity provider initiated SSO for Microsoft ADFS, Microsoft Azure AD, or Okta.

Customer will:

- Complete the SSO enablement form.
- Provide the information from the identity provided required to establish SAML or HTTPS certification and add OpenGov as a new application in the identity provider.

Completion Criteria

- Customer sign-off on the SSO Integration.

Data Migration

OpenGov will:

- Perform historic data migration from iWorq using flat files provided by and mapped by the customer.
- Set up historical record types, historical data will be migrated prior to the initial data load.
- Provide a report of unmatched locations
- Provide instructions for customer validation of data migration.
- Provide up to one (1) initial load, two (2) format changes, and one (1) final load.

Customer will:

- Complete the OpenGov provided data templates within three (3) weeks of request.
- Validate data deliverables within three (3) weeks of request.
- Configure Record Types to align with the Project Plan's Go Live and cutover to ensure the migration encompasses all records from the legacy system.
- Sign off prior to final data load. Additional format changes will result in a Change Order.

OpenGov Assumptions:

- Data Migration does not exceed 250,000 records.
- Data Migration does not include database backup files.
- Data Migration does not include cleansing of corrupt data, creation or linking of applicant accounts, integration of historical fees and payments into workflow or financial reports, logs of permit changes, migration of data into the workflow, permit attachments, import of contractor database, or hierarchical relationships between records.

Completion Criteria

- Customer sign-off on data prior to final data load.

Document Migration

OpenGov will:

- Migrate documents attached to either migrated permits or locations provided through a Master Address Table (MAT) integration.

OpenGov Assumptions:

- Document Migration does not exceed 1TB.

Completion Criteria

- Customer sign-off that the Document Migration has been completed.

Train

Administrator Training

OpenGov will:

- Provide up to twelve (12) hours of Permitting & Licensing system administrator training to enable system administrators on the following topics:
    - Setting up the public portal
    - Employee app settings
    - Creating and editing record types
    - Managing Forms
    - Editing Documents
    - Creating Workflows
    - Setting up Inspections
    - Reporting & Transparency
        - Download and upload data
        - How to create reports and dashboards
    - Mobile app

Customer will:

- Identify the relevant participants to attend each training session.

Completion Criteria

- Administrator Training has been conducted.

End User Training

OpenGov will:

- Provide up to twenty (20) hours of end-user trainings designed for Plan Review, Inspectors, Finance Staff, etc. to cover the following topics:
    - Navigation of the system
    - Manage inbox and tasks
    - Take payments
    - Conduct inspections
    - Create records
    - Mobile app

Customer will:

- Identify the relevant participants to attend each training session.

Completion Criteria

- End User Training has been conducted.

Launch

HyperAdopt

OpenGov will:

- Provide up to eight (8) hours of HyperAdopt support from the OpenGov Project Team post Go-Live to ensure successful adoption.

Customer will:

- Identify issues and attend sessions

Completion Criteria

- Customer sign-off that the project has been completed.

Exhibit 2: Technical Requirements

Permitting & Licensing Technical Requirements

Master Address Table

- All addresses must have a unique ID
- Flat file, .csv, .xls, .xlsx, .txt with headers
- Parcels and address points recommended
- Recommended source data: Esri GIS, Alternative source options include: Assessor's database, E911

ESRI ArcGIS

- A single publicly-accessible secure ESRI REST API URL

ArcGIS Flags

- Polygon Layer(s) via ESRI REST API URL, Polylines and points are not supported
- Flags will be populated via the same Publicly-accessible secure ESRI REST API URL as provided for the ESRI ArcGIS integration.

Financial and Record Exports

- Required format (columns) and sample document

Autofills using Customer source data

- Flat file, .csv, .xls, .xlsx, .txt with headers

Bluebeam Studio Prime

- Bluebeam Studio Prime license(s)

Current application forms, workflows, fee structures, and output documents

- PDF, Word, .csv, .xls, .xlsx with headers

Historical Data

- Flat file, .csv, .xlsx with headers
- Record type and status mapping using OpenGov template

Historical Documents

- Flat file, .csv, .xlsx with headers
- One row per document. All rows must be tied back to the MAT's unique ID field and have a file path or publicly accessible URL.
- Special characters, outside of the following list, are not supported and will be removed from file names upon migration to OpenGov.
    - Alphanumeric characters
        - A-z
        - A-Z
        - 0-9

- Special characters
  - Exclamation point (!)
  - Hyphen (-)
  - Underscore (_)
  - Period (.)
  - Asterisk (*)
  - Single quote (')
  - Open parenthesis (()
  - Close parenthesis ())

SSO

- SAML or HTTPS certificate, Whitelist OpenGov in Customer VPN or firewall

PARTICIPATING ADDENDUM

Between

Carahsoft Technology Corporation

(hereinafter "Contractor")

And

Georgia Department of Administrative Services

(hereinafter "DOAS" or "Participating State/Entity")

Pursuant to

NASPO ValuePoint

Cloud Solutions 2016-2026

Administered by the Utah (hereinafter "Lead State") Master Agreement No: AR2472

---

1. SCOPE

The State of Utah, acting by and through the National Association of State Procurement Officials (NASPO) ValuePoint, competitively procured and awarded a Request for Proposal resulting in Master Agreement number AR2472. The Master Agreement was created as a cooperative purchasing agreement for Cloud Solutions.

This addendum establishes Contractor as a non-exclusive, non-mandatory source of supply for (1) all State of Georgia governmental entities subject to the State Purchasing Act, including but not limited to certain state offices, agencies, departments, boards, bureaus, commissions, institutions and colleges and universities and (2) all other State of Georgia governmental entities such as state authorities, local government, municipalities, cities, townships, counties and other political subdivisions of the State of Georgia. All entities authorized to make purchases pursuant to this Addendum shall be referred to collectively as "Purchasing Entities".

This addendum allows for purchase of the following Cloud Solutions:

Software as a Service (SaaS)

Infrastructure as a Service (IaaS)

Platform as a Service (PaaS)

Value Added Services

Additional Value Added Services

Maintenance Services

Professional Services

- Deployment Services
- Consulting/Advisory Services
- Architectural Design Services
- Statement of Work Services

PARTICIPATING ADDENDUM

Between

Carahsoft Technology Corporation

(hereinafter "Contractor")

And

Georgia Department of Administrative Services

(hereinafter "DOAS" or "Participating State/Entity")

Pursuant to

NASPO ValuePoint

Cloud Solutions 2016-2026

Administered by the Utah (hereinafter "Lead State") Master Agreement No: AR2472

Partner Services

Training Deployment Services

The above-listed Cloud Services may be obtained from the Service Providers specifically provided for in Appendix A to this Participating Addendum. No Purchasing Entity may purchase Cloud Solutions from a Service Provider who is not listed in Appendix A. No terms and conditions of Service Providers (including but not limited to sub-contractors, resellers, and partners) will be considered binding on the Participating State, a Participating Entity, a Purchasing Entity, or the Contractor other than the terms and conditions attached as an Exhibit to Appendix A. The Contractor may include transactional terms and conditions of Service Providers on service level agreements, statements of work, and purchase orders, but they will be considered last in the order of precedence. If one Purchasing Entity accepts these transactional terms on service level agreements, statements of work, and purchase orders, they will in no way be binding on other Purchasing Entities. Any documents containing terms and conditions that are in conflict with the terms and conditions or that contain terms and conditions beyond the scope of this Participating Addendum and the documents attached to Appendix A are not binding on the parties. The Participating State may amend Appendix A to add or remove Service Providers as necessary. Amendment of Appendix A must be made in writing as an amendment to this Participating Addendum, signed by the parties and approved as required by the laws of the State of Georgia.

Contractor shall be responsible for successful performance and compliance with all requirements in accordance with the terms and conditions under this Participating Addendum, even if the work is performed by a subcontractor.

The Contractor's Master Agreement products or services listed on the Contractor's page of the NASPO ValuePoint website are included in this Addendum only if they are listed in Appendix A and they are not offered on a Mandatory Statewide Contract. In the event they are offered on a Mandatory Statewide Contract, products or services may be procured under this Addendum if a waiver is granted by the Participating State/Entity.

Any obligations placed upon Contractor under the Master Agreement and this Participating Addendum shall also apply to any service provider (including but not limited to resellers, subcontractors, partners, or agents) that provides any product or service under the Master Agreement and this Participating Addendum. Contractor shall also ensure compliance by all service providers (including but not limited to resellers,

subcontractors, partners, or agents) of all obligations and requirements set forth under the Master Agreement and this Participating Addendum.

2. TERM

The term of this Participating Addendum and State Contract Number: 99999-SPD-T20190814-0001 shall be effective upon the date of final execution below (the "Effective Date") by the State of Georgia through September 15, 2026, unless otherwise terminated in accordance with the termination provisions of this Participating Addendum or the Master Agreement.

3. NON-EXCLUSIVE CONTRACT

The contract shall be non-exclusive and shall not in any way preclude the State of Georgia from entering into similar contracts and/or arrangements with other vendors or from acquiring similar, equal or like goods and/or services from other entities or sources.

4. PRIMARY CONTACTS

The primary contact individuals for this Participating Addendum are as follows (or their named successors):

Contractor

Name:	Bethany Blackwell
Address:	11493 Sunset Hills Rd., Suite 100, Reston, VA 20190
Telephone:	703-230-7435
Fax:	703-871-8505
Email:	NASPO@Carahsoft.com

PARTICIPATING ADDENDUM

Between

Carahsoft Technology Corporation

(hereinafter "Contractor")

And

Georgia Department of Administrative Services

(hereinafter "DOAS" or "Participating State/Entity")

Pursuant to

NASPO ValuePoint

Cloud Solutions 2016-2026

Administered by the Utah (hereinafter "Lead State") Master Agreement No: AR2472

Participating State:

Name:	Beverly Alexander
Address:	200 Piedmont Avenue, SE Suite 1308, West Tower Atlanta, GA 30334
Telephone:	404-656-5345
Email:	Beverly.alexander@doas.ga.gov

5. PARTICIPATION

This Participating Addendum (and the corresponding NASPO ValuePoint Master Agreement) may be used by all state agencies, institutions of higher education, political subdivisions and other entities authorized to use statewide contracts in the State of Georgia. Pursuant to O.C.G.A. § 50-5-57, DOAS hereby certifies the Contractor as a source of supply to Purchasing Entities for the goods and services available to Purchasing Entities pursuant to this Addendum. Orders shall be placed individually and from time to time by Purchasing Entities. The execution of this Addendum only establishes the Contractor as an authorized source of supply by DOAS and creates no financial obligation on the part of DOAS. Purchasing Entities are solely and individually financially responsible for their respective purchases. The Addendum does not guarantee any minimum level of purchases. Issues of interpretation and eligibility for participation are solely within the authority of the State Chief Procurement Official.

Executive branch state agencies that are required to use the Georgia Enterprise Technology Services (GETS) for their IT infrastructure must receive prior approval from the Georgia Technology Authority (GTA) before making purchases under this contract. Instructions for the agencies to obtain approval and a list of the relevant agencies are provided in the User Guide for this contract.

With respect to any "Educational Discount Price", offered by Contractor pursuant to this Addendum, the parties agree that the following Purchasing Entities shall be eligible to receive any Educational Discount Price: Board of Regents of the University System of Georgia and all of its colleges and universities, the

Technical College System of Georgia and all of its technical schools, the State Board of Education, the Georgia Department of Education, the Georgia Academy for the Blind, the Georgia School for the Deaf, the Atlanta Area School for the Deaf, public K-12 schools, public boards of education, "local school systems" and "local units of administration as those terms are defined by O.C.G.A § 20-2-242, and any other Purchasing Entity identified by the parties as an educational entity.

Contractor acknowledges that Purchasing Entities are a political subdivision of the State of Georgia. The laws of the State of Georgia shall govern this Participating Addendum. Nothing under this Participating Addendum or the Master Agreement shall be deemed or construed as a waiver of the State's right of sovereign immunity. The Participating State/Entity and Purchasing Entities are agreeing to the terms of the Master Agreement only to the extent the terms are not in conflict with Georgia law.

Purchasing Entities, as a political subdivision of the State of Georgia, may not sign their own Participating Addendum, unless approved by the Chief Procurement Officer of the state where the Purchasing Entities is located.

6. NO THIRD-PARTY BENEFICIARIES

Nothing in this Participating Addendum or any purchase orders issued pursuant to this Addendum shall be construed to create a third-party beneficiary to this Addendum.

7. ORDER OF PRECEDENCE

(i) The Participating Addendum ("PA"), including any Amendments and Exhibits attached. A Participating Entity's Participating Addendum shall not diminish, change, or impact the rights of the Lead State with regard to the Lead State's contractual relationship with the Contractor under the Terms of Utah NASPO ValuePoint Master Agreement;
(ii) NASPO ValuePoint Master Agreement Terms & Conditions, with the exception of Attachment E, which is hereby deleted;
(iii) The Solicitation;
(iv) Contractor's response to the Solicitation, as revised and accepted by the Lead State; and
(v) A Service Level Agreement or Purchasing Order issued against the Participating Addendum or Contractor Product Terms and Conditions attached as an Exhibit to the Service Level Agreement Statement of Work, or Purchasing Order.

These documents shall be read to be consistent and complementary. Any conflict among these documents shall be resolved by giving priority to these documents in the order listed above. Contractor terms and conditions that apply to this Participating Addendum are only those that are expressly accepted by the Participating State and must be in writing and attached to the Participating Addendum as an Exhibit or Attachment. The Participating Addendum language prevails unless a mutually agreed exception has been negotiated. Such exception must be made in writing as an amendment to this Participating Addendum, signed by the parties and approved as required by the laws of the State of Georgia.

No other terms and conditions, that are not consistent with this Participating Addendum, shall apply, including terms and conditions listed in the Contractor's response to the Solicitation, or terms listed or referenced on the Contractor's website, in the Contractor quotation/sales order or in similar documents subsequently provided by the Contractor to a Purchasing Entity. No purchase order, invoice, or other documents associated with any sales, orders, or supply of any good or service under this Participating Addendum shall contain any terms or conditions other than as set forth in the Participating Addendum. Any such extraneous terms and conditions shall be void, invalid, and unenforceable against the State of Georgia or the Participating Entity. Any refusal by Contractor/Subcontractor to supply any goods or services under this Participating Addendum conditioned upon the State of Georgia or the Participating Entity submitting to any extraneous terms and conditions shall be a material breach of the Participating Addendum and constitute an act of bad faith by the Contractor/Subcontractor.

8. CHANGES IN CONTRACTOR REPRESENTATION

DOAS requires the assignment of a primary account representative (for each category). The Contractor shall identify by name and location the primary account representative for each awarded category who will be responsible for the performance of the contract. The Contractor must also provide a next in line account representative, that will serve as a back-up for the State. The State requires the Contractor to notify DOAS of any changes in key account representatives, in writing within 10 calendar days of the change

9. AMENDMENTS

Any further Amendments to the Master Agreement after the Effective Date of this Participating Addendum, that have been approved by the Lead State, will not be applicable to this Participating Addendum and will not be valid unless made in writing as an amendment to this Participating Addendum, signed by the parties

and approved as required by the laws of the State of Georgia. No oral understanding or agreement not incorporated in this Participating Addendum is binding on any of the parties.

10. SUB-CONTRACTORS, PARTNERS, RESELLERS

The Contractor and Service Provider shall identify its strategic business partners related to services provided under this contract, including but not limited to, all sub-Contractors or other entities or individuals who may be a party to a joint venture or similar agreement with the Service Provider, who will be involved in any Cloud solution and/or operations.

Contractor must ensure that any sub-Contractor (including service providers) fulfillment partner, dealer, or reseller who makes sales under this Participating Addendum complies with the terms of the Master Agreement and this Participating Addendum. No terms or conditions of the Service Provider (including but not limited to sub-contractors, resellers, and partners), not included in this Participating Addendum, shall be considered binding on the Participating State unless specifically agreed to in writing and reflected in Appendix A.

11. RESELLER APPROVAL

Contractors wishing to add a Reseller to the Statewide contract must follow the State approval process. Reseller Partners must be approved in advance by the State as a condition of eligibility under this Contract. The State reserves the right to rescind any such participation. The State also reserves the right to request the Contractor to name additional Resellers, in the best interest of the State, at the State's sole discretion. The Contractor must complete and submit the following forms as part of the State Reseller approval process:

(i) Sales and Use Tax Form – Populated with Reseller information
(ii) Debarment Letter – Contractor statement indicating Reseller is not debarred (Federal or State level)
(iii) E-Verify Form
(iv) DOAS Reseller Request/Approval Spreadsheet – Contractor to complete DOAS approval spreadsheet with Reseller contact information and PO instructions. Contractor shall specify whether orders must be placed directly with Contractor or may be placed directly with the

designated Reseller. Contractor must provide the State, in advance, all necessary ordering information, billing address and Federal Identification number.

Approved Resellers must be eligible to quote lower than or equal Contract pricing under this Contract. Contractors are encouraged to identify multiple approved Resellers to participate in competitive transactions.

Contractor shall be responsible for Reseller performance and compliance with all Contract terms and conditions. Products purchased through Reseller must be reported by the Contractor in the required Quarterly Sales Reports to the State.

Immediate notice to DOAS is required by the Contractor, in the event, a change in Reseller's status occurs during the Contract term.

12. PURCHASING PROCESS

(i) Statement of Need

A Purchasing Entity or Participating Entity purchasing Cloud Solutions from this Participating Addendum shall create a Statement of Need, each time they desire to purchase Cloud Solutions. The Entity shall issue a detailed Statement of Need to the Contractor(s) who offers the applicable Cloud Solution(s). The State Entity reserves the right to require a specific format, information, and pre-approvals on the Statement of Need Form. At a minimum, the format of the Statement of Need is left to the discretion of the Purchasing Entity or Participating Entity, but forms submitted by entities of the State of Georgia must contain the following:

a. Current State
b. Desired Scope
c. Business Requirements

d. Technical Requirements
e. Functional Requirements

Upon request, Contractor will assist Purchasing Entities in obtaining cloud service provider contact information and any applicable license agreements, maintenance agreement, or any other documents pertinent to the products and/or services in this Participating Addendum wherever such information and documents have not been made available within the Master Contract. Contractor shall ensure that such agreements and documents contain static terms and that weblinks are not included in the terms of such agreements and documents.

Although certain cloud service provider license agreements, maintenance agreements, and other documents have been included in the Master Agreement, DOAS intends to further negotiate those agreements. Accordingly, DOAS must approve any applicable license agreements, maintenance agreement, or any other documents pertinent to the products and/or services in this Participating Addendum prior to order by a Purchasing Entity that is an entity of the State of Georgia. Contractor is responsible for ensuring that this step takes place and that only agreements approved by DOAS are utilized in conjunction with sales to such Purchasing Entities.

(ii) Proposal

Contractor shall provide the Purchasing Entity with a Proposal addressing the requested Cloud Services. The Proposal may include the following:

a. Price
b. Scope – Statement of Work
c. Conditions, SLAs, Obligations
d. Additional Terms and Conditions
e. Timeframe
f. Exit Process and Cost

(iii) Orders

PARTICIPATING ADDENDUM

Between

Carahsoft Technology Corporation

(hereinafter "Contractor")

And

Georgia Department of Administrative Services

(hereinafter "DOAS" or "Participating State/Entity")

Pursuant to

NASPO ValuePoint

Cloud Solutions 2016-2026

Administered by the Utah (hereinafter "Lead State") Master Agreement No: AR2472

Any order placed by an Purchasing Entity Purchasing Entity for a product and/or service available from this Master Agreement shall be deemed to be a sale under (and governed by the prices and other terms and conditions) of the Master Agreement unless the parties to the order agree in writing that another contract or agreement applies to such order.

The State instructs Purchasing Entities within the jurisdiction of this Addendum to include the Participating State Contract Number: 99999-SPD-T20190814-0001 and the Master Agreement Number: AR2472 on all purchase orders issued to Contractor.

Orders will be placed by a Purchasing Entity Purchasing Entity directly with Contractor or approved sub-Contractor, fulfillment partner, dealer or reseller. The Purchasing Entity may modify Master Agreement or Participating Addendum terms and conditions relating to Purchasing Entity's specific order through an Order Agreement, which must be signed by both the Purchasing Entity and Contractor. An Order Agreement shall be between the signing Purchasing Entity and the Contractor, and shall not be interpreted to diminish, change, or impact any other Order Agreement entered with a separate Purchasing Entity. An Order Agreement shall not diminish, change, or impact the rights of the Lead State with regard to the Lead State's contractual relationship with the Contractor under the Terms of Utah NASPO ValuePoint Master Agreement and shall not diminish, change, or impact the rights of DOAS with regard to DOAS's contractual relationship with the Contractor under the Terms of Utah NASPO ValuePoint Master Agreement and Participating Addendum.

The State of Georgia constitution prohibits State entities from pledging the State's credit. Accordingly, entities of the State of Georgia may only be obligated for the amount indicated in a purchase order executed by the state entity. Contractor shall ensure that all sales to entities of the State of Georgia and any supplemental agreements comply with the provisions of the January 6, 2017 memo "Contracting with the Georgia Department of Administrative Services located at http://doas.ga.gov/assets/State%20Purchasing/Stage%203%20Documents/Contracting_With_DOAS.pdf as well as any subsequent revisions to such memo.

Contractor shall ensure that all sub-Contractors providing services under this agreement executes the appropriate e-verify affidavit located at http://www.audits.ga.gov/NALGAD/section_3_affidavits.html

Orders for State Agencies, Departments, Boards, Bureaus, Commissions, Universities, and Schools (collectively "State Entities") shall include the Statement of Need and Statement of Work (accepted Contractor Proposal). It is the responsibility of the Contractor to ensure orders from State Entities include required documents.

For orders greater than $100,000 in the first year or orders involving FISMA (Federal Information Security Management Ac) Moderate or High data, Supplier will provide, for informational purposes only, a copy of the order to a designated DOAS/GTA contact person. The purpose is to assure that organizations are complying with applicable policies, statues, and guidelines.

The State is not liable for any costs incurred by Contractors prior to entering into a formal contract or any order that does not meet the minimum requirements.

(iv) Payment: Payment terms shall be as specified in the Proposal and Invoice.

a. Invoices. Invoices for payments must be submitted by the Contractor to the Purchasing Entity requesting the services with sufficient detail to support payment. The terms and conditions included in the Contractor's invoice shall be deemed to be solely for the convenience of the parties. No terms or conditions of any such invoice shall be binding upon the Purchasing Entity, and no action by the Purchasing Entity, including without limitation the payment of any such invoice in whole or in part, shall be construed as binding or estopping the State with respect to any such term or condition, unless the invoice term or condition has been previously agreed to by the State as an amendment to the contract.

b. Inspection and Approval. Final inspection and approval of all work required under the contract shall be performed by the designated Purchasing Entity officials. Payments

shall not be made until contractual deliverable(s) are received and accepted by the Purchasing Entity.

c. Payment. Purchasing Entity will render payment to Contractor when the terms and conditions of the contract and specifications have been satisfactorily completed on the part of the Contractor as solely determined by the Participating Entity. Payment will be made by the responsible Purchasing Entity. In no event, shall the Purchasing Entity be responsible or liable to pay for any services provided by the Contractor prior to the Effective Date of the contract, and the Contractor hereby waives any claim or cause of action for any such services.

d. Travel Expenses. Expenses for travel shall not be reimbursed unless specifically permitted under the duties of the Contractor. All travel must be approved in advance by the Purchasing Entity. Expenditures made by the Contractor for travel will be reimbursed at the current rate paid by the State, available here: https://sao.georgia.gov/state-travel-policy.

e. Responsibility for Taxes: The State of Georgia and its agencies shall not be responsible for, or indemnify a Contractor for, any federal, state, or local taxes which may be imposed or levied upon the subject matter of this Participating Addendum.

f. Federal Funds. Payments under this Contract may be made from federal funds obtained by the State. The Contractor is responsible for compliance with all federal requirements imposed on these funds and accepts full financial responsibility for any requirements imposed by the Contractor's failure to comply with federal requirements. Participating entities may include additional contract terms and conditions with their PO's that incorporate language required by federal grant conditions.

---

13. PROFESSIONAL/TECHNICAL (P/T) SERVICES

Professional/Technical Services **must** be within the scope of services available through the Master Contract. Purchasing Entities may require retainage as specified in their individual Order Agreements or Purchase Orders.

14. OWNERSHIP IN INTELLECTUAL PROPERTY

The parties each recognize that each has no right, title, or interest, proprietary or otherwise, in or to the name or any logo, or intellectual property owned or licensed by the other. Each agree that, without prior written consent of the other or as described in this Contract, it shall not use the name, any logo, or intellectual property owned or licensed by the other.

15. TERMINATION OF INDIVIDUAL ORDERS OR PURCHASE ORDERS

The individual orders, Order Agreements, or purchase orders may be terminated as follows:

(i) Termination for Cause

a. If, for any reasons, or through any cause, the Contractor or Subcontractor fails to fulfill in timely and proper manner his obligations, or if the Contractor or Subcontractor violates any of the covenants, agreements, or stipulations of this Participating Addendum, the Purchasing Entity shall have the right to terminate any outstanding order by giving written notice to the Contractor and Subcontractor of such termination and specifying the effective date thereof. In that event, all finished or unfinished documents, data, studies, surveys, drawings, models, photographs, supplies and other materials shall, at the option of the Participating Entity, become property of the Purchasing Entity and the Contractor/Subcontractor shall be entitled to receive compensation for any satisfactory

work completed on such documents and other materials that are usable to the Purchasing Entity.

(ii) Termination for Convenience

a. A Purchasing Entity may terminate an order at any time by giving written notice of such termination to the Contractor and the Subcontractor and specifying the effective date thereof, at least thirty (30) days before the effective date of such termination. In that event, all finished or unfinished documents, data, studies, surveys, drawings, models, photographs, supplies and other materials shall, at the option of the Purchasing Entity, become property of the Purchasing Entity and the Contractor/Subcontractor shall be entitled to receive compensation for any satisfactory work completed on such documents and other materials that are usable to the Purchasing Entity.

(iii) Immediate Termination

a. A Purchasing Entity may immediately terminate an order pursuant to the terms of Paragraph 17 of this Participating Addendum.

16. TERMINATION OF PARTICIPATING ADDENDUM

The following provisions relating to termination shall be added to Paragraph 7 of the Master Agreement entitled "Termination":

Termination for Non-appropriation: Pursuant to O.C.G.A. Section 50-5-64, any purchase made pursuant to this Participating Addendum will terminate immediately and absolutely if DOAS or the Purchasing Entity determines that adequate funds are not appropriated or granted or funds are de-appropriated such that DOAS or the Purchasing Entity cannot fulfill its obligations under the Statewide Contract, which determination is at DOAS and/or Purchasing Entity's sole discretion and shall be conclusive. A termination made pursuant to these terms is not a termination for convenience and will not be treated as such.

Immediate Termination DOAS may terminate the Participating Addendum for any one or more of the following reasons effective immediately without advance notice:

a. In the event the Contractor is required to be certified or licensed as a condition precedent to providing goods and services, the revocation or loss of such license or certification may result in immediate termination of the Statewide Contract effective as of the date on which the license or certification is no longer in effect;

b. DOAS determines that the actions, or failure to act, of the Contractor, its agents, employees or sub-Contractors have caused, or reasonably could cause, life, health or safety to be jeopardized;

c. The Contractor fails to comply with confidentiality laws or provisions.

Performance and Payment Time Frames that Exceed Contract Duration: All maintenance or other agreements for services entered into during the duration of an SLA and whose performance and payment time frames extend beyond the duration of the Master Agreement and/or this Participating Addendum shall remain in effect for performance and payment purposes (limited to the time frame and services established per each written agreement). To the extent that any agreements extend beyond the duration of the Master Agreement and/or this Participating Addendum, the terms and conditions of this Participating Addendum and the Master Agreement, as well as any SLAs, will remain in effect until the agreement is terminated. No new leases, maintenance or other agreements for services may be executed after the Master Agreement and/or this Participating Addendum has expired. For the purposes of this section, renewals of maintenance, subscriptions, SaaS subscriptions and agreements, and other service agreements, shall not be considered as "new."

In any termination event, in addition to data transition, Contractor shall allow the Purchasing Entity to transition accounts, licenses, and technical configurations, to a new provider at no additional cost other than those detailed in the original customer agreement. This includes, but is not limited to third party cloud hosting accounts. Specific data removal and transition information is available and provided by the unique technology partners. This data removal and transition information shall adhere to the contract terms of the Mater Agreement and this Participating Addendum.

17. INDEMNIFICATION

PARTICIPATING ADDENDUM

Between

Carahsoft Technology Corporation

(hereinafter "Contractor")

And

Georgia Department of Administrative Services

(hereinafter "DOAS" or "Participating State/Entity")

Pursuant to

NASPO ValuePoint

Cloud Solutions 2016-2026

Administered by the Utah (hereinafter "Lead State") Master Agreement No: AR2472

(i) The Master Agreement's Indemnification (Section 13, subpart a) provision controls. The Master Agreement's Limitation of Liability clause (Section 13, subpart c) is deleted and replaced with the following:

The limit of liability shall be as follows:

a. Contractor's liability for any claim, loss or liability arising out of, or connected with the products or services provided, and whether based upon default, or other liability such as breach of contract, warranty, negligence, misrepresentation or otherwise, shall in no case exceed direct damages in: (i) an amount equal to two (2) times the charges specified in the Purchase Order for the products or services, or parts thereof forming the basis of the Purchasing Entity's claim, (said amount not to exceed a total of twelve (12) months charges payable under the applicable Purchase Order) or (ii) two million dollars ($2,000,000) per purchase by a Purchasing Entity, whichever is greater.

b. . The Purchasing Entity may retain such monies from any amount due Contractor as may be necessary to satisfy any claim for damages, costs and the like asserted against the Purchasing Entity unless Contractor at the time of the presentation of claim shall demonstrate to the Purchasing Entity's satisfaction that sufficient monies are set aside by the Contractor in the form of a bond or through insurance coverage to cover associated damages and other costs.

c. . Notwithstanding the above, neither the Contractor nor the Purchasing Entity shall be liable for any consequential, indirect or special damages of any kind which may result directly or indirectly from such performance, including, without limitation, damages resulting from loss of use or loss of profit by the Purchasing Entity, the Contractor, or by others. For purposes of clarity, damages relating to data breach are considered to be direct damages.

d. The limitations of liability will not apply to claims for bodily injury or death as set forth in Section 13 and Section 30 under the Master Agreement, when made applicable under a specific Purchase Order. The limitations of liability shall not apply to damages due to data breach either by Contractor, including those related to any solution or services provided by Contractor.

Notwithstanding any language to the contrary, no interpretation of this contract shall find that the State of Georgia or its agencies have agreed to indemnify Contractor or any third parties. Any term or conditions otherwise is null and void.

(ii) **Coordination of Defense.** In connection with indemnification of a Purchasing Entity or DOAS, when a Georgia state entity is a named defendant in any lawsuit, the defense of the Georgia state entity shall be coordinated by the Attorney General of Georgia. The Attorney General of Georgia may, but has no obligation to, authorize Contractor to control the defense and any related settlement negotiations; provided, however, that, in such event, Contractor shall not agree to any settlement of claims against the State of Georgia without first obtaining a concurrence from the Attorney General of Georgia. If the Attorney General of Georgia does not authorize sole control of the defense and settlement negotiations for Contractor, Contractor shall be granted authorization to participate in any proceeding related to this section; provided however notwithstanding anything of the contrarily herein, Contractor shall continue to be obligated to indemnify the participating entity and, to the extent applicable, any and all purchasing entities, in accordance with and to the extent Contractor provides such indemnity under this Master Agreement.

18. Section 31 of the Master Agreement is amended to include the following provision:

Service Provider Disclaimers of Warranties Invalid. Any term or condition that excludes, disclaims, or limits a Contract Vendor warranty is null and void.

Warranty of Security: Unless otherwise agreed in writing, the Contractor and all Service Providers, including but not limited to sub-contractors, resellers, and partners, will not perform any of the services outside of the United States, and the Contractor will not allow any State of Georgia data to be sent by any medium, transmitted, or accessed outside of the United States.

The Contractor and all Service Providers must notify the Purchasing Entity and the State of Georgia (through the Participating State Contact to this Participating Addendum) as soon as possible or no later than twenty-four (24) hours following discovery of the breach of any unauthorized access of data that is personal information of individuals. The Contractor and all Service Providers must notify the Purchasing Entity and the State of Georgia (through the Participating State Contact to this Participating Addendum) as soon as possible or no later than forty-eight (48) hours following discovery of the breach of any unauthorized access of data.

Indemnification (Breach of Warranty of Security): The Contractor agrees to defend, indemnify, and hold harmless the State of Georgia, the Participating Entities, and any officers, directors, or employees of such for any claims, suits, or proceedings related to a breach of the Warranty of Security. The Contractor will include credit monitoring services at its own cost for those individuals affected or potentially affected by a breach of this warranty for a two-year period following the breach.

19. The following paragraph is added to Exhibits 1, 2, and 3 of the Master Agreement as a new paragraph 5(c) for each Exhibit:

c. Unless otherwise stipulated, if a Data Breach is a direct result of Contractor's breach of its contractual obligation to encrypt Personal Data or otherwise prevent its release, the Contractor shall bear the costs associated with (1) the investigation and resolution of the data breach; (2) notifications to individuals, regulators or others; (3) a credit monitoring service; (4) a website or a toll-free number and call center for affected individuals; and (5) complete all corrective actions as reasonably determined by Contractor based on root cause.

20. SECURITY AND DATA PROTECTION. The Contractor is responsible for the security and protection of the Purchasing Entity's data. The terms, conditions, and provisions of this Security and Data Protection section apply in addition to any terms, conditions and provisions of the Master Agreement related to security and data protection. This Security and Data Protection section survives the completion, termination, expiration, or cancellation of this Purchasing Addendum.

(i) The following terms are added to the Master Agreement at Exhibit 1, Software as a Service:

a. Application Security Audits and Remediation. Contractor will audit, at the application level the security of the systems and processes used to provide any and all Cloud Computing or Hosting Services to the State. This security audit: (1) will be performed at least once every calendar year beginning with the initial year of the Contract; (2) will be performed according to Statement on Standards for Attestation Engagements ("SSAE") 16 Service Organization Control ("SOC") 2, International Organization for Standardization ("ISO") 27001, or FedRamp; (3) will be performed by third party security professionals at Contractor's election and expense; (4) will result in the generation of an audit report ("Contractor Audit Report"), which will, to the extent permitted by applicable law, be deemed confidential information and as not public data under the Georgia Data Practices Act; and (5) may be performed for other purposes in addition to satisfying this section.

Upon the State's reasonable, advance written request, Contractor will provide the State a copy of the current Contract Vendor Audit Report. If the Contractor Audit Report is of or involves a third party's IT environment, the State may be required to execute a non-disclosure agreement with the third party.

Contractor will make best efforts to remediate any control deficiencies identified in the Contractor Vendor Audit Report in a commercially reasonable timeframe.

If the State becomes aware of any other Contractor controls that do not substantially meet the State's requirements, the State may request remediation from Contractor. Contractor will make best efforts to remediate any control deficiencies identified by the State or known by the Contractor, in a commercially reasonable timeframe.

b. Secure Coding. Contractor warrants that all Cloud Services are free from any and all defects in materials, workmanship, and design. Contractor warrants that all Cloud Services are free from any and all viruses, malware, and other harmful or malicious code. Contractor must scan all source code for vulnerabilities, including before and after any source code changes are made and again before being placed into production, and must promptly remediate any and all vulnerabilities. Contractor must follow best practices for application code review and the most current version of the Open Web Application Security Project (OWASP) 10.

(ii) Insurance and Liability. Contractor shall maintain the insurance described in the Standard Insurance Requirements section, below.

Notwithstanding any limitation of liabilities in the Participating Addendum, the Contractor shall be liable for damages to the extent such damages are within the insurance limit. For purposes of clarification, the foregoing sentence shall in no way limit the Contractor's liability.

(iii) Subcontractors. Contractor agrees that no State data shall be transmitted, exchanged or otherwise provided to other parties except as specifically agreed to in writing by the Chief Information Security Officer or delegate. Contractor must ensure that any contractors, subcontractors, agents and others to whom it provides State data, agree in writing to be bound by the same restrictions and conditions under the Participating Addendum that apply to Contractor with respect to such data.

(iv) Compliance with Data Privacy and Security Laws and Standards. In addition to the requirements of the Master Contract, Contractor shall comply with all applicable State and Federal data privacy and data security laws, rules, and regulations, including the following.

Any work performed by Contractor shall comply with relevant requirements of the Participating State's Enterprise Architecture and Georgia Information Technology Standards, if such entity is under the purview of the Georgia Technology Authority. These standards may be found at https://gta.georgia.gov/psg/.

Contractor shall comply with the Health Insurance Portability Accountability Act ("HIPPA"), the HITECH Act, and other similar privacy laws. Contractor also shall comply with the HIPPA Privacy Rule, HIPPA Security Rule, and other similar rules, regulations, and laws, including future amendments thereto.

Contractor shall comply with all applicable requirements, restrictions, and conditions set forth in the Criminal Justice Information Services ("CJIS") – Security Policy, Version 5.3 dated 8/4/2014, including, but not limited to, conducting FBI fingerprint background checks on all of Contractor agents, employees, and subcontractors that have or will have access to Criminal Justice information ("CJI").

Contractor acknowledges that for the purposes of this Participating Addendum when storing, processing, transmitting or otherwise accessing State data subject to the Family Educational Rights and Privacy Act ("FERPA"), it is designated as a "school official" with "legitimate educational interest" in the State data and associated metadata, as those terms have been defined under FERPA and its implementing regulations, and Contractor agrees to abide by the limitations and requirements imposed by 34 CFR 99.33(a) on school officials. Contractor shall use Ordering Entity data only for the purpose of fulfilling duties under the Contract and will not monitor or share such data with or disclose it to any third party except as provided for in this Participating Addendum, as required by law, or as authorized in writing by the Ordering Entity. By way of illustration and not of limitation, Contractor will not use such data for Contractor's own benefit and, in particular, will not engage in "data mining" of such data or communications, whether through automated or human means, except as necessary to fulfill its duties under this Participating Addendum ,or as required by law, or authorized in writing by the Purchasing Entity.

All of Contractor's systems and components that process, store, or transmit Cardholder Data shall comply with the most recent version of the Payment Card Industry Data Security Standard ("PCI DSS") promulgated by the PCI Security Standards Council. The Contractor shall, upon request, provide the State with Contractor's current Attestation of Compliance signed by a PCI QSA ("Qualified Security Assessor").

(v) Business Continuity and Backups. Contractor shall ensure that the State's designated recovery timelines are met. Contractor shall have written business continuity and disaster recovery plans that define roles, responsibilities and procedures necessary to ensure that Cloud Services provided under this Participating Addendum shall be maintained in the event of a disruption to the Contractor's operations, regardless of the cause of the disruption. Such plans must, at a minimum, define the Contractor's actions to address the impacts of the following key areas likely to cause a disruption to Contractor's operations: loss of key personnel, loss of facility, and loss of information technology. Contractor must conduct testing and review of its business continuity and disaster recovery plan at least annually. Upon State request, Contractor must also participate, at mutually agreed upon times, in State business continuity and disaster recovery testing, training, and exercise activities.

21. PUBLIC RECORDS

The laws of the State of Georgia, including the Georgia Open Records Act, as provided in O.C.G.A. Section 50-18-70 et seq., require procurement records and other records to be made public unless otherwise provided by law. Contractor agrees that this Contract, any related purchase orders, related invoices, related pricing lists, and the Proposal will be public documents, and may be available for distribution. Contractor gives DOAS, the Purchasing Entities, and the State of Georgia express permission to make copies of this Contract, any related purchase orders, related invoices, related pricing lists, and Proposal. The permission to make copies as noted will take precedence over any statements of confidentiality, proprietary information, copyright information, or similar notation. DOAS, the Purchasing Entities, and/or the State Georgia will not inform Contractor of any request for a copy of this Contract, including any related purchase orders, related invoices, related pricing lists, or the Proposal.

20. STANDARD INSURANCE REQUIREMENTS

The Contractor shall procure and maintain, until all of its obligations have been discharged (including any warranty periods under the statewide contract have been satisfied), insurance which shall protect the Contractor and the State of Georgia (as an additional insured) from any claims for bodily injury, property damage, or personal injury covered by the indemnification obligations set forth in the statewide contract

attached to this solicitation throughout the duration of the statewide contract. The Contractor shall procure and maintain the insurance policies described below at the Contractor's own expense and shall furnish DOAS an insurance certificate listing the State of Georgia as certificate holder and as an additional insured. The insurance certificate must document that the Commercial General Liability insurance coverage purchased by the Contractor includes contractual liability coverage applicable to the statewide contract. In addition, the insurance certificate must provide the following information: the name and address of the insured; name, address, telephone number and signature of the authorized agent; name of the insurance company (authorized to operate in Georgia); a description of coverage in detailed standard terminology (including policy period, policy number, limits of liability, exclusions and endorsements); and an acknowledgment of notice of cancellation to DOAS.

The Contractor is required to maintain the following insurance coverage's during the term of the statewide contract:

1) Workers Compensation Insurance (Occurrence) in the amounts of the statutory limits established by the General Assembly of the State of Georgia (A self-insurer must submit a certificate from the Georgia Board of Workers Compensation stating that the Contractor qualifies to pay its own workers compensation claims.) In addition, the Contractor shall require all Sub-Contractors occupying the premises or performing work under the statewide contract to obtain an insurance certificate showing proof of Workers Compensation Coverage with the following minimum coverage:

Bodily injury by accident - per employee	$100,000;
Bodily injury by disease - per employee	$100,000;
Bodily injury by disease – policy limit	$500,000.

2) Commercial General Liability Policy with the following minimum coverage:
Policy shall include bodily, property damage and broad form contractual liability coverage.

Each Occurrence Limit	$1,000,000
Personal & Advertising Injury Limit	$1,000,000

	General Aggregate Limit	$2,000,000
	Products/Completed Ops. Aggregate Limit	$2,000,000
3)	Automobile Liability Bodily Injury and Property Damage for any owned, hired or non-owned vehicles used in the performance of the statewide contract	
	Combined Single Limit	$1,000,000
4)	Errors and Omissions Limit	$2,000,000
5)	Commercial Umbrella Limit	$2,000,000.

The foregoing policies shall contain a provision that coverage afforded under the policies will not be canceled, or not renewed or allowed to lapse for any reason until at least thirty (30) days prior written notice has been given to DOAS. Certificates of Insurance (ACORD form or equivalent approved by the State) showing such coverage to be in force shall be filed with DOAS prior to commencement of any work under the statewide contract and remain in effect for the duration of the statewide contract. The foregoing policies shall be obtained from insurance companies authorized to do business in Georgia and shall be with companies acceptable to DOAS, which must have a minimum A.M. Best rating of A-. All such coverage shall remain in full force and effect during the term and any renewal or extension thereof.

Within ten (10) business days of an executed Participating Addendum, the Contractor must procure the required insurance and provide DOAS with two (2) Certificates of Insurance. Certificates must reference the Contract Number: 99999-SPD-T20190814-0001. The Contractor's submitted pricing must include the cost of the required insurance. No contract performance shall occur unless and until the required insurance certificates are provided.

---

21. INDIVIDUAL CUSTOMER

Each State entity and political subdivision, as a Purchasing Entity, that purchases products/services shall be treated as individual customers. Except to the extent modified by a Participating Addendum, each agency and political subdivision shall be responsible to follow the terms and conditions of the Master Agreement; and they shall have the same rights and responsibilities for their purchases as the Lead State has in the Master Agreement. Each agency and political subdivision shall be responsible for their own charges, fees, and liabilities. Each agency and political subdivision shall have the same rights to any indemnity or to recover any costs allowed in the contract for their purchases. The Contractor shall apply the charges to each Purchasing Entity or Purchasing Entity individually.

22. ARBITRATION, INDEMNIFICATION, DAMAGES, WARRANTIES

Notwithstanding any language to the contrary, no interpretation of this contract shall find that the State of Georgia or its agencies have agreed to binding arbitration. Any term or condition that requires the parties to mediate or arbitrate is null and void. Voluntary dispute resolution procedures are valid to the extent allowed by law. Further, the State of Georgia does not agree to pay attorney fees, costs, or late payment charges. Nothing herein, whether express or implied, shall be deemed to create an obligation on the part of the State to indemnify, defend, hold harmless or release the Contractor, Contractor's sub-Contractors, or Contractor's agents. This shall extend to all agreements related to the subject matter of this Participating Addendum, and to all terms subsequently added, without regard to order of preference.

23. STATE OF GEORGIA ePAYABLE/PURCHASING CARD PROGRAM

DOAS administers a program which provides a purchasing card (hereinafter, "State of Georgia PCard") to be used by authorized government employees of certain governmental entities electing to participate in the program to purchase necessary supplies. The Contractor agrees to accept payment via ePayables and

shall impose no fee on either DOAS or any Purchasing Entity for the use of ePayables pursuant to this Statewide Contract. Payment via ePayables is the preferred method of compensation processing. DOAS has entered into a Contract with its PCard provider, Bank of America, to provide the e-Payables solution which will allow DOAS and Purchasing Entities to facilitate electronic payment by DOAS and Purchasing Entities to the Contractor.

All purchases made by Purchasing Entities' representatives utilizing State of Georgia ePayables shall be exempt from sales tax. It is the responsibility of the Purchasing Entity representative to provide the Purchasing Entity's tax identification number as needed at the point of sale.

The Contractor shall keep the State of Georgia ePayables numbers confidential and shall not disclose the State of Georgia ePayables numbers except as expressly authorized by DOAS. The Contractor represents that State of Georgia ePayables numbers will be processed, transmitted and stored in compliance with the Payment Card Industry Data Security Standard. The Contractor shall provide immediate written notice to the current DOAS contract administrator in the event of (1) any unauthorized disclosure of State of Georgia ePayables Numbers or (2) Contractor's failure to maintain compliance with the Payment Card Industry Data Security Standard in the Contractor's contract performance. The Contractor agrees to cooperate with DOAS, Purchasing Entities, and DOAS contractual partner(s) for ePayables in resolving any issues or disputes.

24. ADMINISTRATIVE FEE AND SALES REPORTING SUBMISSION

Pursuant to O.C.G.A. Section 50-5-51(10), DOAS has the authority to collect monies, rebates, or commissions payable to the State that are generated by supply contracts established pursuant to O.C.G.A. Section 50-5-57. These administrative fees are used by DOAS to fund various initiatives, including the administration of existing and new statewide contracts, training, and technology. DOAS requires each Contractor to pay to DOAS an administrative fee on all sales pursuant to the resulting statewide contract. The administrative fee amount for this statewide contract is 2.00 percent (%) for a duration of 1 (one) year. After the initial duration of 1 year, parties will assess the 2% administrative fee amount and determine if a modified administrative fee is justified. All Contractors must agree that the Fee will not be identified separately from the product and/or service pricing offered to Purchasing Entities wherever that pricing may

appear (website, catalog, invoices, etc.). This Fee will be collected by the awarded Contractor and remitted to DOAS in accordance with the following paragraphs.

(i) Quarterly Sales Report. The Quarterly Sales Report must be received by DOAS twenty (20) days after the end of the Fiscal Quarter through submission within the Contractor Portal of Team Georgia Marketplace, and the Fees must be received as a response to an invoice generated by DOAS between the time of receipt of the invoice and forty-five (45) days after the end of the fiscal quarter as defined by the table below:

DOAS' Fiscal Quarters	*Months*	*Contractor's Quarterly Sales Report Due Date*	*Contractor's Payment Due Date (In Response to DOAS generated Invoice)*
Quarter 1	*July 1st – September 30th*	*October 20th*	*November 15th*
Quarter 2	*October 1st – December 31st*	*January 20th*	*February 15th*
Quarter 3	*January 1st – March 31st*	*April 20th*	*May 15th*
Quarter 4	*April 1st – June 30th*	*July 20th*	*August 15th*
			30 DAYS FOLLOWING TERMINATION OF SWC

At the end of each state fiscal quarter as defined above, Contractor shall prepare the Quarterly Sales Report and submit the file through the Contractor Portal of Team Georgia Marketplace, including the Contractor's most up-to-date Invoice Contact Name (Billing Contact), Contractor Billing Address, and Contractor Billing E-Mail. In the event that no sales have occurred, the

Contractor must complete and submit the Quarterly Sales Report, indicating that no sales have occurred, and submit the file through Contractor Portal of Team Georgia Marketplace. No later than the date identified above as the "Contractor's Payment Due Date" for each fiscal quarter, the Contractor shall remit a payment of fees to DOAS in response to a DOAS generated invoice, through Electronic Funds Transfer (EFT).

By submission of these reports and corresponding Contractor payments, Contractor is certifying their correctness. DOAS, at its sole discretion, may also accept payment of Fees from the Contractor via electronic funds transfer (EFT).

(ii) Auditing and Contract Close Out. All sales reports and Fee payments shall be subject to audit by the State. Contractor shall maintain books, records and documents which sufficiently and properly document and calculate all charges billed to the State and all Fees throughout the term of the statewide contract for a period of at least five (5) years following the date of final payment or completion of any required audit, whichever is later. Contractor shall permit the Auditor of the State of Georgia or any authorized representative of the State, and where federal funds are involved, the Comptroller General of the United States, or any other authorized representative of the United States government, to access and examine, audit, excerpt and transcribe any directly pertinent books, documents, papers, electronic or optically stored and created records or other records of the Contractor relating to orders, invoices or payments or any other documentation or materials pertaining to the statewide contract, wherever such records may be located during normal business hours. Contractor shall not impose a charge for audit or examination of the Contractor's books and records. If an audit discloses material incorrect billings or improprieties, the State reserves the right to charge the Contractor for the cost of the audit and appropriate reimbursement. Evidence of criminal conduct will be turned over to the proper authorities.

In no event, shall Contractor retain any amount of money in excess of the compensation to which Contractor is entitled and all Fees owed DOAS shall be paid within thirty (30) calendar days of termination of the statewide contract for any reason.

(iii) Modifying or Canceling the Fee. DOAS reserves the right to modify and/or cancel the Fee at any time. Contractor shall immediately amend the statewide contract pricing to reflect any modification or cancellation of the Fee by DOAS. In addition, DOAS reserves the right to revise collection and reporting requirements in conjunction with implementation of an on-line procurement system.

(iv) Late Payment Fee. In the event DOAS does not receive the Contractor's payment of the Fees on or before the Contractor's Payment Due Date, the parties agree the Contractor must pay DOAS interest on the overdue Fees at a rate of eighteen percent (18%) per annum. Interest will be calculated as follows:

(Administrative Fee Amount Due) x (18%) = X

X / 365 (366 for leap years) = Y

Y x (Number of Days Payment is Late) = Interest Owed

For the purposes of this provision, payment of the Fees shall be considered received by DOAS on (1) the date of DOAS' receipt of the EFT confirmation or (2) the date DOAS receives the envelope containing a check for the correct amount of the administrative fee. In the event the Contractor does not submit full payment of the Fees owed, interest shall only be applicable to the portion of the Fees which is outstanding. In the event the Contractor makes an error and overpays, the Contractor is responsible for alerting DOAS in writing of the Contractor's discovery of the overpayment. DOAS will confirm whether an

overpayment has occurred and refund or credit the overpayment amount to the Contractor no later than thirty (30) days' following DOAS' receipt of written notice of the overpayment. DOAS will have no responsibility for interest or any other fees with respect to Contractor's overpayment of Fees.

25. QUARTERLY BUSINESS REVIEW MEETINGS

The Contractor must participate in Quarterly Business Review ("QBR") meetings at DOAS' request. During the QBR meetings, the Contractor will present a written and oral status to DOAS regarding all work orders/purchase orders (including date and value). The QBR meeting will also focus on the status of service level agreements and key performance indicators agreed to by Contractor and DOAS. The QBR meeting may involve, but not be limited to, the following: review of the Contractor's performance and submitted reports, identification of areas of improvement to be addressed, review of the previous quarter's sales statistics, strategies to grow sales volume, development/monitoring of a Contractor service "scorecard."

26. COMPLIANCE WITH THE LAW

The Contractor, its employees, agents, and sub-Contractors shall comply with all applicable federal, state, and local laws, rules, ordinances, regulations and orders now or hereafter in effect when performing under the Contract, including without limitation, all laws applicable to the prevention of discrimination in employment and the use of targeted small businesses as sub-Contractors or Contractors. The Contractor, its employees, agents and sub-Contractors shall also comply with all federal, state and local laws regarding business permits and licenses that may be required to carry out the work performed under the Contract. Contractor and Contractor's personnel shall also comply with all State and State Entity policies and standards in effect during the performance of the Contract, including but not limited to the State Entity's policies and standards relating to personnel conduct, security, safety, confidentiality, and ethics. Contractor certifies that Contractor is not currently engaged in, and agrees for the duration of this Contract, including any renewals or extensions thereof, not to engage in, a boycott of Israel, as defined in O.C.G.A. § 50-5-85. Further, the provisions of O.C.G.A. Section 45-10-20 et seq. have not and must not be violated under the

terms of this Contract. Further, Contractor represents that Contractor complies with and will continue to comply with O.C.G.A. § 21-5-76. The laws of the State of Georgia shall govern this Participating Addendum.

27. CERTIFICATION REGARDING SALES AND USE TAX

By executing the Contract the Contractor certifies it is either (a) registered with the State Department of Revenue, collects, and remits State sales and use taxes as required by Georgia law, including Chapter 8 of Title 48 of the O.C.G.A.; or (b) not a "retailer" as defined in O.C.G.A. Section 48-8-2. The Contractor also acknowledges that the State may declare the Contract void if the above certification is false. The Contractor also understands that fraudulent certification may result in the DOAS or its representative filing for damages for breach of contract.

28. DRUG-FREE WORKPLACE

The Contractor hereby certifies as follows:

(i) Contractor will not engage in the unlawful manufacture, sale, distribution, dispensation, possession, or use of a controlled substance or marijuana during the performance of this Contract; and

(ii) If Contractor has more than one employee, including, Contractor shall provide for such employee(s) a drug-free workplace, in accordance with the Georgia Drug-free Workplace Act as provided in O.C.G.A. Section 50-24-1 et seq., throughout the duration of this Contract; and

(iii) Contractor will secure from any sub-Contractor hired to work on any job assigned under this Contract the following written certification: "As part of the subcontracting agreement with (Contractor's Name), (Sub-Contractor's Name) certifies to the Contractor that a drug-

free workplace will be provided for the sub-Contractor's employees during the performance of this Contract pursuant to paragraph 7 of subsection (b) of Code Section 50-24-3."

Contractor may be suspended, terminated, or debarred if it is determined that:

(i) Contractor has made false certification here in above; or

(ii) Contractor has violated such certification by failure to carry out the requirements of O.C.G.A. Section 50-24-3(b).

29. ASSIGNMENT

Neither Party may, nor will it have the power to, assign or novate this Participating Addendum with the consent of the other.

30. AMENDMENT

No amendment or variation of the terms of this Participating Addendum shall be valid unless made in writing, signed by the parties and approved as required. No oral understanding or agreement not incorporated in the Participating Addendum is binding on any of the parties.

31. AGREEMENT

This Participating Addendum together with its exhibits and/or amendments and the Master Agreement together with its exhibits and/or amendments, set forth the entire agreement between the parties with respect to the subject matter of all previous communications, representations or agreements, whether oral or written, with respect to the subject matter hereof. Terms and conditions inconsistent with, contrary or in addition to the terms and conditions of this Participating Addendum together with its exhibits and/or amendments and the Master Agreement, together with its exhibits and/or amendment shall not be added to or incorporated into this Participating Addendum together with its exhibits and/or amendments or the

PARTICIPATING ADDENDUM

Between

Carahsoft Technology Corporation

(hereinafter "Contractor")

And

Georgia Department of Administrative Services

(hereinafter "DOAS" or "Participating State/Entity")

Pursuant to

NASPO ValuePoint

Cloud Solutions 2016-2026

Administered by the Utah (hereinafter "Lead State") Master Agreement No: AR2472

Master Agreement and its exhibits and/or amendments, by any subsequent purchase order or otherwise (except as required by Purchasing Entities in order to utilize specific funds for a procurement), and any such attempts to add or incorporate such terms and conditions are hereby rejected. The terms and conditions of this Participating Addendum and the Master agreement and its exhibits and/or amendments shall prevail and govern in the case of any such inconsistent or additional terms.

By signing below, Contractor agrees to offer the same services as on the Utah NASPO ValuePoint Master Agreement Number AR2472, at prices equal to or lower than the prices on the contract.

IN WITNESS WHEREOF, the parties have executed this Addendum as of the date of execution by both parties below.

Contractor:	Participating Entity:
Carahsoft Technology Corporation	Georgia Department of Administrative Services
Signature: Kristina Smith	Signature: Li E
Name: Kristina Smith	Name: Lisa Eason
Title: Director of Contracts	Title: Deputy Commissioner, State Purchasing Division
Date: 08/12/2019	Date: 8-14-19

Contract # AR2472

STATE OF UTAH COOPERATIVE CONTRACT

1. CONTRACTING PARTIES: This contract is between the Division of Purchasing and the following Contractor:

Carahsoft Technology Corporation
Name
1860 Michael Faraday Drive, Suite 100
Address
Reston VA 20190
City State Zip

LEGAL STATUS OF CONTRACTOR
- ☐ Sole Proprietor
- ☐ Non-Profit Corporation
- ☒ For-Profit Corporation
- ☐ Partnership
- ☐ Government Agency

Contact Person Bethany Blackwell Phone #703-230-7435 Email NASPO@carahsoft.com
Vendor #VC0000116540 Commodity Code #920-05

2. GENERAL PURPOSE OF CONTRACT: Contractor is permitted to provide the Cloud Solutions identified in Attachment B to Participating States once a Participating Addendum has been signed

3. PROCUREMENT PROCESS: This contract is entered into as a result of the procurement process on Bid#CH16012.

4. CONTRACT PERIOD: Effective Date: 10/14/2016 Termination Date: 09/15/2026 unless terminated early or extended in accordance with the terms and conditions of this contract. Note: Pursuant to Solicitation #CH16012, Contract must re-certify its qualifications each year.

5. Administrative Fee, as described in the Solicitation and Attachment A: The Contractor shall pay to NASPO ValuePoint, or its assignee, a NASPO ValuePoint Administrative Fee of one-quarter of one percent (0.25% or 0.0025) no later than 60 days following the end of each calendar quarter. The NASPO ValuePoint Administrative Fee shall be submitted quarterly and is based on sales of the Services.

6. ATTACHMENT A: NASPO ValuePoint Master Terms and Conditions, including the attached Exhibits
ATTACHMENT B: Scope of Services Awarded to Contractor
ATTACHMENT C: Pricing Discounts and Pricing Schedule
ATTACHMENT D: Contractor's Response to Solicitation #CH16012
ATTACHMENT E: Service Offering EULAs

Any conflicts between Attachment A and the other Attachments will be resolved in favor of Attachment A.

8. DOCUMENTS INCORPORATED INTO THIS CONTRACT BY REFERENCE BUT NOT ATTACHED:
   a. All other governmental laws, regulations, or actions applicable to the goods and/or services authorized by this contract.
   b. Utah State Procurement Code and the Procurement Rules.

9. Each signatory below represents that he or she has the requisite authority to enter into this contract.

IN WITNESS WHEREOF, the parties sign and cause this contract to be executed.

CONTRACTOR

Contractor's signature — Date: 10/11/16

Robert Moore, Vice President
Type or Print Name and Title

STATE

For Director, Division of Purchasing — Date: 10.13.16

Christopher Hughes	801-538-3254		christopherhughes@utah.gov
Division of Purchasing Contact Person	Telephone Number	Fax Number	Email

(Revision 16 June 2016)

This document includes salient or non-standard provisions extracted from NASPO/ValuePoint Model Contract for Cloud Services.

February 17, 2016.



Attachment A: NASPO ValuePoint Master Agreement Terms and Conditions

1. Master Agreement Order of Precedence

a. Any Order placed under this Master Agreement shall consist of the following documents:

(1) A Participating Entity's Participating Addendum[1] ("PA");
(2) NASPO ValuePoint Master Agreement Terms & Conditions, including the applicable Exhibits[2] to the Master Agreement;
(3) The Solicitation;
(4) Contractor's response to the Solicitation, as revised (if permitted) and accepted by the Lead State; and
(5) A Service Level Agreement issued against the Participating Addendum.

b. These documents shall be read to be consistent and complementary. Any conflict among these documents shall be resolved by giving priority to these documents in the order listed above. Contractor terms and conditions that apply to this Master Agreement are only those that are expressly accepted by the Lead State and must be in writing and attached to this Master Agreement as an Exhibit or Attachment.

2. Definitions - Unless otherwise provided in this Master Agreement, capitalized terms will have the meanings given to those terms in this Section.

Confidential Information means any and all information of any form that is marked as confidential or would by its nature be deemed confidential obtained by Contractor or its employees or agents in the performance of this Master Agreement, including, but not necessarily limited to (1) any Purchasing Entity's records, (2) personnel records, and (3) information concerning individuals, is confidential information of Purchasing Entity.

Contractor means the person or entity providing solutions under the terms and conditions set forth in this Master Agreement. Contractor also includes its employees, subcontractors, agents and affiliates who are providing the services agreed to under the

[1] A Sample Participating Addendum will be published after the contracts have been awarded.
[2] The Exhibits comprise the terms and conditions for the service models: PaaS, IaaS, and PaaS.

This document includes salient or non-standard provisions extracted from NASPO/ValuePoint Model Contract for Cloud Services.

February 17, 2016.

Master Agreement.

Data means all information, whether in oral or written (including electronic) form, created by or in any way originating with a Participating Entity or Purchasing Entity, and all information that is the output of any computer processing, or other electronic manipulation, of any information that was created by or in any way originating with a Participating Entity or Purchasing Entity, in the course of using and configuring the Services provided under this Agreement.

Data Breach means any actual or reasonably suspected non-authorized access to or acquisition of computerized Non-Public Data or Personal Data that compromises the security, confidentiality, or integrity of the Non-Public Data or Personal Data, or the ability of Purchasing Entity to access the Non-Public Data or Personal Data.

Data Categorization means the process of risk assessment of Data. See also "High Risk Data", "Moderate Risk Data" and "Low Risk Data".

Disabling Code means computer instructions or programs, subroutines, code, instructions, data or functions, (including but not limited to viruses, worms, date bombs or time bombs), including but not limited to other programs, data storage, computer libraries and programs that self-replicate without manual intervention, instructions programmed to activate at a predetermined time or upon a specified event, and/or programs purporting to do a meaningful function but designed for a different function, that alter, destroy, inhibit, damage, interrupt, interfere with or hinder the operation of the Purchasing Entity's' software, applications and/or its end users processing environment, the system in which it resides, or any other software or data on such system or any other system with which it is capable of communicating.

Fulfillment Partner means a third-party contractor qualified and authorized by Contractor, and approved by the Participating State under a Participating Addendum, who may, to the extent authorized by Contractor, fulfill any of the requirements of this Master Agreement including but not limited to providing Services under this Master Agreement and billing Customers directly for such Services. Contractor may, upon written notice to the Participating State, add or delete authorized Fulfillment Partners as necessary at any time during the contract term. Fulfillment Partner has no authority to amend this Master Agreement or to bind Contractor to any additional terms and conditions.

High Risk Data is as defined in FIPS PUB 199, Standards for Security Categorization of Federal Information and Information Systems ("High Impact Data").

Infrastructure as a Service (IaaS) as used in this Master Agreement is defined the capability provided to the consumer to provision processing, storage, networks, and other fundamental computing resources where the consumer is able to deploy and run

arbitrary software, which can include operating systems and applications. The consumer does not manage or control the underlying cloud infrastructure but has control over operating systems, storage, deployed applications; and possibly limited control of select networking components (e.g., host firewalls).

Intellectual Property means any and all patents, copyrights, service marks, trademarks, trade secrets, trade names, patentable inventions, or other similar proprietary rights, in tangible or intangible form, and all rights, title, and interest therein.

Lead State means the State centrally administering the solicitation and any resulting Master Agreement(s).

Low Risk Data is as defined in FIPS PUB 199, Standards for Security Categorization of Federal Information and Information Systems ("Low Impact Data").

Master Agreement means this agreement executed by and between the Lead State, acting on behalf of NASPO ValuePoint, and the Contractor, as now or hereafter amended.

Moderate Risk Data is as defined in FIPS PUB 199, Standards for Security Categorization of Federal Information and Information Systems ("Moderate Impact Data").

NASPO ValuePoint is the NASPO ValuePoint Cooperative Purchasing Program, facilitated by the NASPO Cooperative Purchasing Organization LLC, a 501(c)(3) limited liability company (doing business as NASPO ValuePoint) is a subsidiary organization the National Association of State Procurement Officials (NASPO), the sole member of NASPO ValuePoint. The NASPO ValuePoint Cooperative Purchasing Organization facilitates administration of the cooperative group contracting consortium of state chief procurement officials for the benefit of state departments, institutions, agencies, and political subdivisions and other eligible entities (i.e., colleges, school districts, counties, cities, some nonprofit organizations, etc.) for all states and the District of Columbia. The NASPO ValuePoint Cooperative Development Team is identified in the Master Agreement as the recipient of reports and may be performing contract administration functions as assigned by the Lead State.

Non-Public Data means High Risk Data and Moderate Risk Data that is not subject to distribution to the public as public information. It is deemed to be sensitive and confidential by the Purchasing Entity because it contains information that is exempt by statute, ordinance or administrative rule from access by the general public as public information.

Participating Addendum means a bilateral agreement executed by a Contractor and a Participating Entity incorporating this Master Agreement and any other additional Participating Entity specific language or other requirements, e.g. ordering procedures

specific to the Participating Entity, other terms and conditions.

Participating Entity means a state, or other legal entity, properly authorized to enter into a Participating Addendum.

Participating State means a state, the District of Columbia, or one of the territories of the United States that is listed in the Request for Proposal as intending to participate. Upon execution of the Participating Addendum, a Participating State becomes a Participating Entity.

Personal Data means data alone or in combination that includes information relating to an individual that identifies the individual by name, identifying number, mark or description can be readily associated with a particular individual and which is not a public record. Personal Information may include the following personally identifiable information (PII): government-issued identification numbers (e.g., Social Security, driver's license, passport); financial account information, including account number, credit or debit card numbers; or Protected Health Information (PHI) relating to a person.

Platform as a Service (PaaS) as used in this Master Agreement is defined as the capability provided to the consumer to deploy onto the cloud infrastructure consumer-created or -acquired applications created using programming languages and tools supported by the provider. This capability does not necessarily preclude the use of compatible programming languages, libraries, services, and tools from other sources. The consumer does not manage or control the underlying cloud infrastructure including network, servers, operating systems, or storage, but has control over the deployed applications and possibly application hosting environment configurations.

Product means any deliverable under this Master Agreement, including Services, software, and any incidental tangible goods.

Protected Health Information (PHI) means individually identifiable health information transmitted by electronic media, maintained in electronic media, or transmitted or maintained in any other form or medium. PHI excludes education records covered by the Family Educational Rights and Privacy Act (FERPA), as amended, 20 U.S.C. 1232g, records described at 20 U.S.C. 1232g(a)(4)(B)(iv) and employment records held by a covered entity in its role as employer. PHI may also include information that is a subset of health information, including demographic information collected from an individual, and (1) is created or received by a health care provider, health plan, employer or health care clearinghouse; and (2) relates to the past, present or future physical or mental health or condition of an individual; the provision of health care to an individual; or the past, present or future payment for the provision of health care to an individual; and (a) that identifies the individual; or (b) with respect to which there is a reasonable basis to believe the information can be used to identify the individual.

This document includes salient or non-standard provisions extracted from NASPO/ValuePoint Model Contract for Cloud Services.

February 17, 2016.

Purchasing Entity means a state, city, county, district, other political subdivision of a State, and a nonprofit organization under the laws of some states if authorized by a Participating Addendum, who issues a Purchase Order against the Master Agreement and becomes financially committed to the purchase.

Services mean any of the specifications described in the Scope of Services that are supplied or created by the Contractor pursuant to this Master Agreement.

Security Incident means the possible or actual unauthorized access to a Purchasing Entity's Non-Public Data and Personal Data the Contractor believes could reasonably result in the use, disclosure or theft of a Purchasing Entity's Non-Public Data within the possession or control of the Contractor. A Security Incident also includes a major security breach to the Contractor's system, regardless if Contractor is aware of unauthorized access to a Purchasing Entity's Non-Public Data. A Security Incident may or may not turn into a Data Breach.

Service Level Agreement (SLA) means a written agreement between both the Purchasing Entity and the Contractor that is subject to the terms and conditions in this Master Agreement and relevant Participating Addendum unless otherwise expressly agreed in writing between the Purchasing Entity and the Contractor. SLAs should include: (1) the technical service level performance promises, (i.e. metrics for performance and intervals for measure), (2) description of service quality, (3) identification of roles and responsibilities, (4) remedies, such as credits, and (5) an explanation of how remedies or credits are calculated and issued.

Software as a Service (SaaS) as used in this Master Agreement is defined as the capability provided to the consumer to use the Contractor's applications running on a Contractor's infrastructure (commonly referred to as 'cloud infrastructure). The applications are accessible from various client devices through a thin client interface such as a Web browser (e.g., Web-based email), or a program interface. The consumer does not manage or control the underlying cloud infrastructure including network, servers, operating systems, storage, or even individual application capabilities, with the possible exception of limited user-specific application configuration settings.

Solicitation means the documents used by the State of Utah, as the Lead State, to obtain Contractor's Proposal.

Statement of Work means a written statement in a solicitation document or contract that describes the Purchasing Entity's service needs and expectations.

6. Discount Guarantee Period: All discounts must be guaranteed for the entire term of the Master Agreement. Participating Entities and Purchasing Entities shall receive the immediate benefit of price or rate reduction of the services provided under this Master Agreement. A price or rate reduction will apply automatically to the Master Agreement

and an amendment is not necessary.

8. Confidentiality, Non-Disclosure, and Injunctive Relief

a. Confidentiality. Contractor acknowledges that it and its employees or agents may, in the course of providing a Product under this Master Agreement, be exposed to or acquire information that is confidential to Purchasing Entity's or Purchasing Entity's clients. Any reports or other documents or items (including software) that result from the use of the Confidential Information by Contractor shall be treated in the same manner as the Confidential Information. Confidential Information does not include information that (1) is or becomes (other than by disclosure by Contractor) publicly known; (2) is furnished by Purchasing Entity to others without restrictions similar to those imposed by this Master Agreement; (3) is rightfully in Contractor's possession without the obligation of nondisclosure prior to the time of its disclosure under this Master Agreement; (4) is obtained from a source other than Purchasing Entity without the obligation of confidentiality, (5) is disclosed with the written consent of Purchasing Entity or; (6) is independently developed by employees, agents or subcontractors of Contractor who can be shown to have had no access to the Confidential Information.

b. Non-Disclosure. Contractor shall hold Confidential Information in confidence, using at least the industry standard of confidentiality, and shall not copy, reproduce, sell, assign, license, market, transfer or otherwise dispose of, give, or disclose Confidential Information to third parties or use Confidential Information for any purposes whatsoever other than what is necessary to the performance of Orders placed under this Master Agreement. Contractor shall advise each of its employees and agents of their obligations to keep Confidential Information confidential. Contractor shall use commercially reasonable efforts to assist Purchasing Entity in identifying and preventing any unauthorized use or disclosure of any Confidential Information. Without limiting the generality of the foregoing, Contractor shall advise Purchasing Entity, applicable Participating Entity, and the Lead State immediately if Contractor learns or has reason to believe that any person who has had access to Confidential Information has violated or intends to violate the terms of this Master Agreement, and Contractor shall at its expense cooperate with Purchasing Entity in seeking injunctive or other equitable relief in the name of Purchasing Entity or Contractor against any such person. Except as directed by Purchasing Entity, Contractor will not at any time during or after the term of this Master Agreement disclose, directly or indirectly, any Confidential Information to any person, except in accordance with this Master Agreement, and that upon termination of this Master Agreement or at Purchasing Entity's request, Contractor shall turn over to Purchasing Entity all documents, papers, and other matter in Contractor's possession that embody Confidential Information. Notwithstanding the foregoing, Contractor may keep one copy of such Confidential Information necessary for quality assurance, audits and evidence of the performance of this Master Agreement.

c. Injunctive Relief. Contractor acknowledges that breach of this section, including disclosure of any Confidential Information, will cause irreparable injury to Purchasing

Entity that is inadequately compensable in damages. Accordingly, Purchasing Entity may seek and obtain injunctive relief against the breach or threatened breach of the foregoing undertakings, in addition to any other legal remedies that may be available. Contractor acknowledges and agrees that the covenants contained herein are necessary for the protection of the legitimate business interests of Purchasing Entity and are reasonable in scope and content.

d. Purchasing Entity Law. These provisions shall be applicable only to extent they are not in conflict with the applicable public disclosure laws of any Purchasing Entity.

9. Right to Publish: Throughout the duration of this Master Agreement, Contractor must secure prior approval from the Lead State or Participating Entity for the release of any information that pertains to the potential work or activities covered by the Master Agreement , including but not limited to reference to or use of the Lead State or a Participating Entity's name, Great Seal of the State, Coat of Arms, any Agency or other subunits of the State government, or any State official or employee, for commercial promotion which is strictly prohibited. News releases or release of broadcast e-mails pertaining to this Master Agreement or Participating Addendum shall not be made without prior written approval of the Lead State or a Participating Entity.

The Contractor shall not make any representations of NASPO ValuePoint's opinion or position as to the quality or effectiveness of the services that are the subject of this Master Agreement without prior written consent. Failure to adhere to this requirement may result in termination of the Master Agreement for cause.

11. Changes in Contractor Representation: The Contractor must notify the Lead State of changes in the Contractor's key administrative personnel, in writing within 10 calendar days of the change. The Lead State reserves the right to approve changes in key personnel, as identified in the Contractor's proposal. The Contractor agrees to propose replacement key personnel having substantially equal or better education, training, and experience as was possessed by the key person proposed and evaluated in the Contractor's proposal.

13. Indemnification and Limitation of Liability

a. The Contractor shall defend, indemnify and hold harmless NASPO, NASPO ValuePoint, the Lead State, Participating Entities, and Purchasing Entities, along with their officers, agents, and employees as well as any person or entity for which they may be liable, from and against claims, damages or causes of action including reasonable attorneys' fees and related costs for any death, bodily injury, or damage to real or tangible property arising directly or indirectly from the negligent or wrongful act(s), error(s), or omission(s) of the Contractor, its employees or subcontractors or volunteers, at any tier, relating to the performance under the Master Agreement.

b. Indemnification – Intellectual Property. The Contractor shall defend, indemnify and hold harmless NASPO, NASPO ValuePoint, the Lead State, Participating Entities, Purchasing Entities, along with their officers, agents, and employees as well as any

person or entity for which they may be liable ("Indemnified Party"), from and against claims, damages or causes of action including reasonable attorneys' fees and related costs arising out of the claim that the Product or its use, infringes Intellectual Property rights ("Intellectual Property Claim") of another person or entity.

(1) The Contractor's obligations under this section shall not extend to:

a. Any use of the Services provided hereunder not contemplated in the product documentation.
b. Any use of the Services provided hereunder in combination with other products not contemplated hereunder or in the documentation, any use of modification of the Services provided hereunder except as permitted by this Agreement.

(2) The Indemnified Party shall notify the Contractor within a reasonable time after receiving notice of an Intellectual Property Claim. Even if the Indemnified Party fails to provide reasonable notice, the Contractor shall not be relieved from its obligations unless the Contractor can demonstrate that it was prejudiced in defending the Intellectual Property Claim resulting in increased expenses or loss to the Contractor and then only to the extent of the prejudice or expenses. If the Contractor promptly and reasonably investigates and defends any Intellectual Property Claim, it shall have control over the defense and settlement of it. However, the Indemnified Party must consent in writing for any money damages or obligations for which it may be responsible. The Indemnified Party shall furnish, at the Contractor's reasonable request and expense, information and assistance necessary for such defense. If the Contractor fails to vigorously pursue the defense or settlement of the Intellectual Property Claim, the Indemnified Party may assume the defense or settlement of it and the Contractor shall be liable for all costs and expenses, including reasonable attorneys' fees and related costs, incurred by the Indemnified Party in the pursuit of the Intellectual Property Claim. Unless otherwise agreed in writing, this section is not subject to any limitations of liability in this Master Agreement or in any other document executed in conjunction with this Master Agreement.

b. Except as otherwise set forth in the Indemnification Paragraphs above, the limit of liability shall be as follows:

i. Contractor's liability for any claim, loss or liability arising out of, or connected with the Services provided, and whether based upon default, or other liability such as breach of contract, warranty, negligence, misrepresentation or otherwise, shall in no case exceed direct damages in: (i) an amount equal to two (2) times the charges specified in the Purchase Order for the Services, or parts thereof forming the basis of the Purchasing Entity's claim, (said amount not to exceed a total of twelve (12) months charges payable under the applicable

Purchase Order) or (ii) two million dollars ($2,000,000), whichever is greater.
ii. The Purchasing Entity may retain such monies from any amount due Contractor as may be necessary to satisfy any claim for damages, costs and the like asserted against the Purchasing Entity unless Contractor at the time of the presentation of claim shall demonstrate to the Purchasing Entity's satisfaction that sufficient monies are set aside by the Contractor in the form of a bond or through insurance coverage to cover associated damages and other costs.
iii. Notwithstanding the above, neither the Contractor nor the Purchasing Entity shall be liable for any consequential, indirect or special damages of any kind which may result directly or indirectly from such performance, including, without limitation, damages resulting from loss of use or loss of profit by the Purchasing Entity, the Contractor, or by others.
iv. The limitations of liability in Section 43 will not apply to claims for bodily injury or death as set forth in Section 13, and Section 30 when made applicable under a specific purchase order.

16. Insurance

a. Unless otherwise agreed in a Participating Addendum, Contractor shall, during the term of this Master Agreement, maintain in full force and effect, the insurance described in this section. Contractor shall acquire such insurance from an insurance carrier or carriers licensed to conduct business in each Participating Entity's state and having a rating of A-, Class VII or better, in the most recently published edition of Best's Reports. Failure to buy and maintain the required insurance may result in this Master Agreement's termination or, at a Participating Entity's option, result in termination of its Participating Addendum.

b. Coverage shall be written on an occurrence basis. The minimum acceptable limits shall be as indicated below, with no deductible for each of the following categories:

(1) Commercial General Liability covering premises operations, independent contractors, products and completed operations, blanket contractual liability, personal injury (including death), advertising liability, and property damage, with a limit of not less than $1 million per occurrence/$3 million general aggregate;

(2) CLOUD MINIMUM INSURANCE COVERAGE:

Level of Risk	**Data Breach and Privacy/Cyber Liability including Technology Errors and Omissions** Minimum Insurance Coverage	**Crime Insurance** Minimum Insurance Coverage
Low	$2,000,000	$2,000,000

Moderate	$5,000,000	$5,000,000
High	$10,000,000	$10,000,000

(3) Contractor must comply with any applicable State Workers Compensation or Employers Liability Insurance requirements.

(4) Professional Liability. As applicable, Professional Liability Insurance Policy in the minimum amount of $1,000,000 per occurrence and $1,000,000 in the aggregate, written on an occurrence form that provides coverage for its work undertaken pursuant to each Participating Addendum.

c. Contractor shall pay premiums on all insurance policies. Such policies shall also reference this Master Agreement and shall have a condition that they not be revoked by the insurer until thirty (30) calendar days after notice of intended revocation thereof shall have been given to Purchasing Entity and Participating Entity by the Contractor.

d. Prior to commencement of performance, Contractor shall provide to the Lead State a written endorsement to the Contractor's general liability insurance policy or other documentary evidence acceptable to the Lead State that (1) names the Participating States identified in the Request for Proposal as additional insureds, (2) provides that no material alteration, cancellation, non-renewal, or expiration of the coverage contained in such policy shall have effect unless the named Participating State has been given at least thirty (30) days prior written notice, and (3) provides that the Contractor's liability insurance policy shall be primary, with any liability insurance of any Participating State as secondary and noncontributory. Unless otherwise agreed in any Participating Addendum, the Participating Entity's rights and Contractor's obligations are the same as those specified in the first sentence of this subsection. Before performance of any Purchase Order issued after execution of a Participating Addendum authorizing it, the Contractor shall provide to a Purchasing Entity or Participating Entity who requests it the same information described in this subsection.

e. Contractor shall furnish to the Lead State, Participating Entity, and, on request, the Purchasing Entity copies of certificates of all required insurance within thirty (30) calendar days of the execution of this Master Agreement, the execution of a Participating Addendum, or the Purchase Order's effective date and prior to performing any work. The insurance certificate shall provide the following information: the name and address of the insured; name, address, telephone number and signature of the authorized agent; name of the insurance company (authorized to operate in all states); a description of coverage in detailed standard terminology (including policy period, policy number, limits of liability, exclusions and endorsements); and an acknowledgment of the requirement for notice of cancellation. Copies of renewal certificates of all required insurance shall be furnished within thirty (30) days after any renewal date. These certificates of insurance must expressly indicate compliance with each and every insurance requirement specified in this section. Failure to provide evidence of coverage

may, at sole option of the Lead State, or any Participating Entity, result in this Master Agreement's termination or the termination of any Participating Addendum.

f. Coverage and limits shall not limit Contractor's liability and obligations under this Master Agreement, any Participating Addendum, or any Purchase Order.

17. Laws and Regulations: Any and all Services offered and furnished shall comply fully with all applicable Federal and State laws and regulations.

The federal and state laws, regulations, policies, standards, and guidelines that Contractors doing business with the Participating Entities must be aware of, include, but not limited to: Criminal Justice Information Services (CJIS) Security Policy; Federal Educational Rights and Privacy Act (FERPA); Federal Information Security Management Act (FISMA); National Institute of Technology Standards; Gramm-Leach-Bliley Act (GLB) Act; Health Insurance Portability and Accountability Act (HIPAA); Health Information Technology for Economic and Clinical Health Act (HITECH); IRS Publication 1075; Payment Card Industry Data Security Standard (PCI DSS); Sarbanes-Oxley Act (SOX); Electronic Communications Privacy Act, Stored Communications Act and the PATRIOT Act. The list is intentionally United States-centric, and is not intended to be all-inclusive. Further, since laws, regulations, requirements and industry guidelines change, consulting definitive sources to assure a clear understanding of compliance requirements is critical. Many State Entities have additional program compliance requirements that must be considered in addressing compliance. (e.g., DMV Privacy Act, Public Service Law, etc.).

20. Participants and Scope

a. Contractor may not deliver Services under this Master Agreement until a Participating Addendum acceptable to the Participating Entity and Contractor is executed. The NASPO ValuePoint Master Agreement Terms and Conditions are applicable to any Order by a Participating Entity (and other Purchasing Entities covered by their Participating Addendum), except to the extent altered, modified, supplemented or amended by a Participating Addendum. By way of illustration and not limitation, this authority may apply to unique delivery and invoicing requirements, confidentiality requirements, defaults on Orders, governing law and venue relating to Orders by a Participating Entity, indemnification, and insurance requirements. Statutory or constitutional requirements relating to availability of funds may require specific language in some Participating Addenda in order to comply with applicable law. The expectation is that these alterations, modifications, supplements, or amendments will be addressed in the Participating Addendum or, with the consent of the Purchasing Entity and Contractor, may be included in the ordering document (e.g. purchase order or contract) used by the Purchasing Entity to place the Order.

b. Subject to subsection 20c and a Participating Entity's Participating Addendum, the use of specific NASPO ValuePoint cooperative Master Agreements by state agencies, political subdivisions and other Participating Entities (including cooperatives) authorized

by individual state's statutes to use state contracts is subject to the approval of the respective State Chief Procurement Official.

c. Unless otherwise stipulated in a Participating Entity's Participating Addendum, specific services accessed through the NASPO ValuePoint cooperative Master Agreements for Cloud Services by state executive branch agencies, as required by a Participating Entity's statutes, are subject to the authority and approval of the Participating Entity's Chief Information Officer's Office[3].

d. Obligations under this Master Agreement are limited to those Participating Entities who have signed a Participating Addendum and Purchasing Entities within the scope of those Participating Addenda. Financial obligations of Participating States are limited to the orders placed by the departments or other state agencies and institutions having available funds. Participating States incur no financial obligations on behalf of political subdivisions.

e. NASPO ValuePoint is not a party to the Master Agreement. It is a nonprofit cooperative purchasing organization assisting states in administering the NASPO ValuePoint cooperative purchasing program for state government departments, institutions, agencies and political subdivisions (e.g., colleges, school districts, counties, cities, etc.) for all 50 states, the District of Columbia and the territories of the United States.

f. Participating Addenda shall not be construed to amend the terms of this Master Agreement between the Lead State and Contractor.

g. Participating Entities who are not states may under some circumstances sign their own Participating Addendum, subject to the approval of participation by the Chief Procurement Official of the state where the Participating Entity is located. Coordinate requests for such participation through NASPO ValuePoint. Any permission to participate through execution of a Participating Addendum is not a determination that procurement authority exists in the Participating Entity; they must ensure that they have the requisite procurement authority to execute a Participating Addendum.

h. Resale. Subject to any explicit permission in a Participating Addendum, Purchasing Entities may not resell goods, software, or Services obtained under this Master Agreement. This limitation does not prohibit: payments by employees of a Purchasing Entity as explicitly permitted under this agreement; sales of goods to the general public as surplus property; and fees associated with inventory transactions with other governmental or nonprofit entities under cooperative agreements and consistent with a Purchasing Entity's laws and regulations. Any sale or transfer permitted by this

[3] Chief Information Officer means the individual designated by the Governor with Executive Branch, enterprise-wide responsibility for the leadership and management of information technology resources of a state.

subsection must be consistent with license rights granted for use of intellectual property.

22. Data Access Controls: Contractor will provide access to Purchasing Entity's Data only to those Contractor employees, contractors and subcontractors ("Contractor Staff") who need to access the Data to fulfill Contractor's obligations under this Agreement. Contractor shall not access a Purchasing Entity's user accounts or Data, except on the course of data center operations, response to service or technical issues, as required by the express terms of this Master Agreement, or at a Purchasing Entity's written request.

Contractor may not share a Purchasing Entity's Data with its parent corporation, other affiliates, or any other third party without the Purchasing Entity's express written consent.

Contractor will ensure that, prior to being granted access to the Data, Contractor Staff who perform work under this Agreement have successfully completed annual instruction of a nature sufficient to enable them to effectively comply with all Data protection provisions of this Agreement; and possess all qualifications appropriate to the nature of the employees' duties and the sensitivity of the Data they will be handling.

23. Operations Management: Contractor shall maintain the administrative, physical, technical, and procedural infrastructure associated with the provision of the Product in a manner that is, at all times during the term of this Master Agreement, at a level equal to or more stringent than those specified in the Solicitation. Contractor must maintain any certifications required under the Solicitation.

24. Public Information: This Master Agreement and all related documents are subject to disclosure pursuant to the Purchasing Entity's public information laws.

26. Records Administration and Audit.

a. The Contractor shall maintain books, records, documents, and other evidence pertaining to this Master Agreement and orders placed by Purchasing Entities under it to the extent and in such detail as shall adequately reflect performance and administration of payments and fees. Contractor shall permit the Lead State, a Participating Entity, a Purchasing Entity, the federal government (including its grant awarding entities and the U.S. Comptroller General), and any other duly authorized agent of a governmental agency, to audit, inspect, examine, copy and/or transcribe Contractor's books, documents, papers and records directly pertinent to this Master Agreement or orders placed by a Purchasing Entity under it for the purpose of making audits, examinations, excerpts, and transcriptions. This right shall survive for a period of six (6) years following termination of this Agreement or final payment for any order placed by a Purchasing Entity against this Agreement, whichever is later, to assure compliance with the terms hereof or to evaluate performance hereunder.

b. Without limiting any other remedy available to any governmental entity, the

Contractor shall reimburse the applicable Lead State, Participating Entity, or Purchasing Entity for any overpayments inconsistent with the terms of the Master Agreement or orders or underpayment of fees found as a result of the examination of the Contractor's records.

c. The rights and obligations herein exist in addition to any quality assurance obligation in the Master Agreement requiring the Contractor to self-audit contract obligations and that permits the Lead State to review compliance with those obligations.

d. The Contractor shall allow the Purchasing Entity to audit conformance to the Master Agreement and applicable Participating Addendum terms. The purchasing entity may perform this audit or contract with a third party at its discretion and at the purchasing entity's expense.

27. Administrative Fees: The Contractor shall pay to NASPO ValuePoint, or its assignee, a NASPO ValuePoint Administrative Fee of one-quarter of one percent (0.25% or 0.0025) no later than 60 days following the end of each calendar quarter. The NASPO ValuePoint Administrative Fee shall be submitted quarterly and is based on sales of the Services. The NASPO ValuePoint Administrative Fee is not negotiable. This fee is to be included as part of the pricing submitted with proposal.

Additionally, some states may require an additional administrative fee be paid directly to the state on purchases made by Purchasing Entities within that state. For all such requests, the fee level, payment method and schedule for such reports and payments will be incorporated into the Participating Addendum that is made a part of the Master Agreement. The Contractor may adjust the Master Agreement pricing accordingly for purchases made by Purchasing Entities within the jurisdiction of the state. All such agreements shall not affect the NASPO ValuePoint Administrative Fee percentage or the prices paid by the Purchasing Entities outside the jurisdiction of the state requesting the additional fee. The NASPO ValuePoint Administrative Fee shall be based on the gross amount of all sales at the adjusted prices (if any) in Participating Addenda.

28. System Failure or Damage: In the event of system failure or damage caused by Contractor or its Services, the Contractor agrees to use its best efforts to restore or assist in restoring the system to operational capacity.

29. Title to Product: If access to the Product requires an application program interface (API), Contractor shall convey to Purchasing Entity an irrevocable and perpetual license to use the API.

30. Data Privacy: When required by a specific purchase order issued under this Agreement or a Participating Addendum and accepted by the Contractor, the Contractor must comply with all applicable laws related to data privacy and security, including IRS Pub 1075. Prior to entering into a SLA with a Purchasing Entity, the Contractor and

Purchasing Entity must cooperate and hold a meeting to determine the Data Categorization to determine whether the Contractor will hold, store, or process High Risk Data, Moderate Risk Data and Low Risk Data. The Contractor must document the Data Categorization in the SLA or Statement of Work.

31. Warranty: At a minimum the Contractor must warrant the following:

a. Contractor has acquired any and all rights, grants, assignments, conveyances, licenses, permissions, and authorization for the Contractor to provide the Services described in this Master Agreement.

b. Contractor will perform materially as described in this Master Agreement, SLA, Statement of Work, including any performance representations contained in the Contractor's response to the Solicitation by the Lead State.

c. Contractor represents and warrants that the representations contained in its response to the Solicitation by the Lead State.

d. The Contractor will not interfere with a Purchasing Entity's access to and use of the Services it acquires from this Master Agreement.

e. The Services provided by the Contractor are compatible with and will operate successfully with any environment (including web browser and operating system) specified by the Contractor in its response to the Solicitation by the Lead State.

f. The Contractor warrants that the Products it provides under this Master Agreement are free of malware. The Contractor must use industry-leading technology to detect and remove worms, Trojans, rootkits, rogues, dialers, spyware, etc.

32. Transition Assistance:

a. The Contractor shall reasonably cooperate with other parties in connection with all Services to be delivered under this Master Agreement, including without limitation any successor service provider to whom a Purchasing Entity's Data is transferred in connection with the termination or expiration of this Master Agreement. The Contractor shall assist a Purchasing Entity in exporting and extracting a Purchasing Entity's Data, in a format usable without the use of the Services and as agreed by a Purchasing Entity, at no additional cost to the Purchasing Entity. Any transition services requested by a Purchasing Entity involving additional knowledge transfer and support may be subject to a separate transition Statement of Work.

b. A Purchasing Entity and the Contractor shall, when reasonable, create a Transition Plan Document identifying the transition services to be provided and including a Statement of Work if applicable.

c. The Contractor must maintain the confidentiality and security of a Purchasing Entity's Data during the transition services and thereafter as required by the Purchasing Entity.

35. Debarment : The Contractor certifies, to the best of its knowledge, that neither it nor its principals are presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from participation in this transaction (contract) by any governmental department or agency. This certification represents a recurring certification made at the time any Order is placed under this Master Agreement. If the Contractor cannot certify this statement, attach a written explanation for review by the Lead State.

37. Governing Law and Venue

a. The procurement, evaluation, and award of the Master Agreement shall be governed by and construed in accordance with the laws of the Lead State sponsoring and administering the procurement. The construction and effect of the Master Agreement after award shall be governed by the law of the state serving as Lead State (in most cases also the Lead State). The construction and effect of any Participating Addendum or Order against the Master Agreement shall be governed by and construed in accordance with the laws of the Participating Entity's or Purchasing Entity's State.

b. Unless otherwise specified in the RFP, the venue for any protest, claim, dispute or action relating to the procurement, evaluation, and award is in the Lead State. Venue for any claim, dispute or action concerning the terms of the Master Agreement shall be in the state serving as Lead State. Venue for any claim, dispute, or action concerning any Order placed against the Master Agreement or the effect of a Participating Addendum shall be in the Purchasing Entity's State.

c. If a claim is brought in a federal forum, then it must be brought and adjudicated solely and exclusively within the United States District Court for (in decreasing order of priority): the Lead State for claims relating to the procurement, evaluation, award, or contract performance or administration if the Lead State is a party; the Participating State if a named party; the Participating Entity state if a named party; or the Purchasing Entity state if a named party.

d. This section is also not a waiver by the Participating State of any form of immunity, including but not limited to sovereign immunity and immunity based on the Eleventh Amendment to the Constitution of the United States.

40. Contract Provisions for Orders Utilizing Federal Funds: Pursuant to Appendix II to 2 Code of Federal Regulations (CFR) Part 200, Contract Provisions for Non-Federal Entity Contracts Under Federal Awards, Orders funded with federal funds may have

additional contractual requirements or certifications that must be satisfied at the time the Order is placed or upon delivery. These federal requirements may be proposed by Participating Entities in Participating Addenda and Purchasing Entities for incorporation in Orders placed under this master agreement.

42. NASPO ValuePoint Summary and Detailed Usage Reports: In addition to other reports that may be required by this solicitation, the Contractor shall provide the following NASPO ValuePoint reports.

a. Summary Sales Data. The Contractor shall submit quarterly sales reports directly to NASPO ValuePoint using the NASPO ValuePoint Quarterly Sales/Administrative Fee Reporting Tool found at http://www.naspo.org/WNCPO/Calculator.aspx. Any/all sales made under the contract shall be reported as cumulative totals by state. Even if Contractor experiences zero sales during a calendar quarter, a report is still required. Reports shall be due no later than 30 day following the end of the calendar quarter (as specified in the reporting tool).

b. Detailed Sales Data. Contractor shall also report detailed sales data by: (1) state; (2) entity/customer type, e.g. local government, higher education, K12, non-profit; (3) Purchasing Entity name; (4) Purchasing Entity bill-to and ship-to locations; (4) Purchasing Entity and Contractor Purchase Order identifier/number(s); (5) Purchase Order Type (e.g. sales order, credit, return, upgrade, determined by industry practices); (6) Purchase Order date; (7) Ship Date; (8) and line item description, including product number if used. The report shall be submitted in any form required by the solicitation. Reports are due on a quarterly basis and must be received by the Lead State and NASPO ValuePoint Cooperative Development Team no later than thirty (30) days after the end of the reporting period. Reports shall be delivered to the Lead State and to the NASPO ValuePoint Cooperative Development Team electronically through a designated portal, email, CD-Rom, flash drive or other method as determined by the Lead State and NASPO ValuePoint. Detailed sales data reports shall include sales information for all sales under Participating Addenda executed under this Master Agreement. The format for the detailed sales data report is in shown in Attachment F.

c. Reportable sales for the summary sales data report and detailed sales data report includes sales to employees for personal use where authorized by the solicitation and the Participating Addendum. Report data for employees should be limited to ONLY the state and entity they are participating under the authority of (state and agency, city, county, school district, etc.) and the amount of sales. No personal identification numbers, e.g. names, addresses, social security numbers or any other numerical identifier, may be submitted with any report.

d. Contractor shall provide the NASPO ValuePoint Cooperative Development Coordinator with an executive summary each quarter that includes, at a minimum, a list

of states with an active Participating Addendum, states that Contractor is in negotiations with and any PA roll out or implementation activities and issues. NASPO ValuePoint Cooperative Development Coordinator and Contractor will determine the format and content of the executive summary. The executive summary is due 30 days after the conclusion of each calendar quarter.

e. Timely submission of these reports is a material requirement of the Master Agreement. The recipient of the reports shall have exclusive ownership of the media containing the reports. The Lead State and NASPO ValuePoint shall have a perpetual, irrevocable, non-exclusive, royalty free, transferable right to display, modify, copy, and otherwise use reports, data and information provided under this section.

f. If requested by a Participating Entity, the Contractor must provide detailed sales data within the Participating State.

43. Entire Agreement: This Master Agreement, along with any attachment, contains the entire understanding of the parties hereto with respect to the Master Agreement unless a term is modified in a Participating Addendum with a Participating Entity. No click-through, or other end user terms and conditions or agreements required by the Contractor ("Additional Terms") provided with any Services hereunder shall be binding on Participating Entities or Purchasing Entities, even if use of such Services requires an affirmative "acceptance" of those Additional Terms before access is permitted.

Exhibit 1 to the Master Agreement: Software-as-a-Service

1. **Data Ownership:** The Purchasing Entity will own all right, title and interest in its data that is related to the Services provided by this Master Agreement. The Contractor shall not access Purchasing Entity user accounts or Purchasing Entity data, except (1) in the course of data center operations, (2) in response to service or technical issues, (3) as required by the express terms of this Master Agreement, Participating Addendum, SLA, and/or other contract documents, or (4) at the Purchasing Entity's written request.

Contractor shall not collect, access, or use user-specific Purchasing Entity Data except as strictly necessary to provide Service to the Purchasing Entity. No information regarding a Purchasing Entity's use of the Service may be disclosed, provided, rented or sold to any third party for any reason unless required by law or regulation or by an order of a court of competent jurisdiction. This obligation shall survive and extend beyond the term of this Master Agreement.

2. **Data Protection:** Protection of personal privacy and data shall be an integral part of the business activities of the Contractor to ensure there is no inappropriate or unauthorized use of Purchasing Entity information at any time. To this end, the Contractor shall safeguard the confidentiality, integrity and availability of Purchasing Entity information and comply with the following conditions:

    a. The Contractor shall implement and maintain appropriate administrative, technical and organizational security measures to safeguard against unauthorized access, disclosure or theft of Personal Data and Non-Public Data. Such security measures shall be in accordance with recognized industry practice and not less stringent than the measures the Contractor applies to its own Personal Data and Non-Public Data of similar kind.

    b. All data obtained by the Contractor in the performance of the Master Agreement shall become and remain the property of the Purchasing Entity.

    c. All Personal Data shall be encrypted at rest and in transit with controlled access. Unless otherwise stipulated, the Contractor is responsible for encryption of the Personal Data. Any stipulation of responsibilities will identify specific roles and responsibilities and shall be included in the service level agreement (SLA), or otherwise made a part of the Master Agreement.

    d. Unless otherwise stipulated, the Contractor shall encrypt all Non-Public Data at rest and in transit. The Purchasing Entity shall identify data it deems as Non-Public Data to the Contractor. The level of protection and encryption for all Non-Public Data shall be identified in the SLA.

    e. At no time shall any data or processes — that either belong to or are intended for the use of a Purchasing Entity or its officers, agents or employees — be copied, disclosed or retained by the Contractor or any party related to the Contractor for subsequent use in any transaction that does not include the Purchasing Entity.

f. The Contractor shall not use any information collected in connection with the Services issued from this Master Agreement for any purpose other than fulfilling the Services.

3. **Data Location:** The Contractor shall provide its services to the Purchasing Entity and its end users solely from data centers in the U.S. Storage of Purchasing Entity data at rest shall be located solely in data centers in the U.S. The Contractor shall not allow its personnel or contractors to store Purchasing Entity data on portable devices, including personal computers, except for devices that are used and kept only at its U.S. data centers. The Contractor shall permit its personnel and contractors to access Purchasing Entity data remotely only as required to provide technical support. The Contractor may provide technical user support on a 24/7 basis using a Follow the Sun model, unless otherwise prohibited in a Participating Addendum.

4. **Security Incident or Data Breach Notification:**

   a. Incident Response: Contractor may need to communicate with outside parties regarding a security incident, which may include contacting law enforcement, fielding media inquiries and seeking external expertise as mutually agreed upon, defined by law or contained in the contract. Discussing security incidents with the Purchasing Entity should be handled on an urgent as needed basis, as part of Contractor's communication and mitigation processes as mutually agreed upon, defined by law or contained in the Master Agreement.

   b. Security Incident Reporting Requirements: The Contractor shall report a security incident to the Purchasing Entity identified contact immediately as soon as possible or promptly without out reasonable delay, or as defined in the SLA.

   c. Breach Reporting Requirements: If the Contractor has actual knowledge of a confirmed data breach that affects the security of any purchasing entity's content that is subject to applicable data breach notification law, the Contractor shall (1) as soon as possible or promptly without out reasonable delay notify the Purchasing Entity, unless shorter time is required by applicable law, and (2) take commercially reasonable measures to address the data breach in a timely manner.

5. **Personal Data Breach Responsibilities:** This section only applies when a Data Breach occurs with respect to Personal Data within the possession or control of the Contractor.

   a. The Contractor, unless stipulated otherwise, shall immediately notify the appropriate Purchasing Entity identified contact by telephone in accordance with the agreed upon security plan or security procedures if it reasonably believes there has been a security incident.

   b. The Contractor, unless stipulated otherwise, shall promptly notify the appropriate Purchasing Entity identified contact within 48 hours or sooner by telephone, unless shorter time is required by applicable law, if it has confirmed that there is, or reasonably believes that there has been a Data Breach. The Contractor shall (1) cooperate with the Purchasing Entity as reasonably requested by the Purchasing Entity to investigate and resolve the Data Breach, (2) promptly implement necessary remedial measures, if necessary, and (3)

document responsive actions taken related to the Data Breach, including any post-incident review of events and actions taken to make changes in business practices in providing the services, if necessary.

6. **Notification of Legal Requests**: If legally permissible, the Contractor shall contact the Purchasing Entity upon receipt of any electronic discovery, litigation holds, discovery searches and expert testimonies related to the Purchasing Entity's data under the Master Agreement, or which in any way might reasonably require access to the data of the Purchasing Entity. The Contractor shall not respond to subpoenas, service of process and other legal requests related to the Purchasing Entity without first notifying and obtaining the approval of the Purchasing Entity, unless prohibited by law. .

7. **Termination and Suspension of Service:**

   a. In the event of a termination of the Master Agreement or applicable Participating Addendum, the Contractor shall implement an orderly return of purchasing entity's data in a CSV or another mutually agreeable format at a time agreed to by the parties or allow the Purchasing Entity to extract it's data and the subsequent secure disposal of purchasing entity's data.

   b. During any period of service suspension, the Contractor shall not take any action to intentionally erase or otherwise dispose of any of the Purchasing Entity's data.

   c. In the event of termination of any services or agreement in entirety, the Contractor shall not take any action to intentionally erase purchasing entity's data for a period of:

   - 10 days after the effective date of termination, if the termination is in accordance with the contract period
   - 30 days after the effective date of termination, if the termination is for convenience
   - • 60 days after the effective date of termination, if the termination is for cause

   After such period, the Contractor shall have no obligation to maintain or provide any purchasing entity's data and shall thereafter, unless legally prohibited, delete all purchasing entity's data in its systems or otherwise in its possession or under its control.

   d. The purchasing entity shall be entitled to any post termination assistance generally made available with respect to the services, unless a unique data retrieval arrangement has been established as part of an SLA.

   e. Upon termination of the Services or the Agreement in its entirety, Contractor shall securely dispose of all Purchasing Entity's data in all of its forms, such as disk, CD/ DVD,

backup tape and paper, unless stipulated otherwise by the Purchasing Entity. Data shall be permanently deleted and shall not be recoverable, according to National Institute of Standards and Technology (NIST)-approved methods. Certificates of destruction shall be provided to the Purchasing Entity.

8. **Background Checks:** Upon the request of the Purchasing Entity, the Contractor shall conduct criminal background checks and not utilize any staff, including subcontractors, to fulfill the obligations of the Master Agreement who have been convicted of any crime of dishonesty, including but not limited to criminal fraud, or otherwise convicted of any felony or misdemeanor offense for which incarceration for up to 1 year is an authorized penalty. The Contractor shall promote and maintain an awareness of the importance of securing the Purchasing Entity's information among the Contractor's employees and agents. If any of the stated personnel providing services under a Participating Addendum is not acceptable to the Purchasing Entity in its sole opinion as a result of the background or criminal history investigation, the Purchasing Entity, in its' sole option shall have the right to either (1) request immediate replacement of the person, or (2) immediately terminate the Participating Addendum and any related service agreement.

9. **Access to Security Logs and Reports:** The Contractor shall provide reports on a schedule specified in the SLA to the Purchasing Entity in a format as specified in the SLA agreed to by both the Contractor and the Purchasing Entity. Reports shall include latency statistics, user access, user access IP address, user access history and security logs for all public jurisdiction files related to this Master Agreement and applicable Participating Addendum.

10. **Contract Audit:** The Contractor shall allow the Purchasing Entity to audit conformance to the Master Agreement terms. The Purchasing Entity may perform this audit or contract with a third party at its discretion and at the Purchasing Entity's expense.

11. **Data Center Audit:** The Contractor shall perform an independent audit of its data centers at least annually at its expense, and provide an unredacted version of the audit report upon request to a Purchasing Entity. The Contractor may remove its proprietary information from the unredacted version. A Service Organization Control (SOC) 2 audit report or approved equivalent sets the minimum level of a third-party audit.

12. **Change Control and Advance Notice:** The Contractor shall give a minimum forty eight (48) hour advance notice (or as determined by a Purchasing Entity and included in the SLA) to the Purchasing Entity of any upgrades (e.g., major upgrades, minor upgrades, system changes) that may impact service availability and performance. A major upgrade is a replacement of hardware, software or firmware with a newer or better version in order to bring the system up to date or to improve its characteristics. It usually includes a new version number.

Contractor will make updates and upgrades available to Purchasing Entity at no additional costs when Contractor makes such updates and upgrades generally available to its users.

No update, upgrade or other charge to the Service may decrease the Service's functionality, adversely affect Purchasing Entity's use of or access to the Service, or increase the cost of the Service to the Purchasing Entity.

Contractor will notify the Purchasing Entity at least sixty (60) days in advance prior to any major update or upgrade.

13. **Security:** As requested by a Purchasing Entity, the Contractor shall disclose its non-proprietary system security plans (SSP) or security processes and technical limitations to the Purchasing Entity such that adequate protection and flexibility can be attained between the Purchasing Entity and the Contractor. For example: virus checking and port sniffing — the Purchasing Entity and the Contractor shall understand each other's roles and responsibilities.

14. **Non-disclosure and Separation of Duties:** The Contractor shall enforce separation of job duties, require commercially reasonable non-disclosure agreements, and limit staff knowledge of Purchasing Entity data to that which is absolutely necessary to perform job duties.

15. **Import and Export of Data:** The Purchasing Entity shall have the ability to import or export data in piecemeal or in entirety at its discretion without interference from the Contractor at any time during the term of Contractor's contract with the Purchasing Entity. This includes the ability for the Purchasing Entity to import or export data to/from other Contractors. Contractor shall specify if Purchasing Entity is required to provide its' own tools for this purpose, including the optional purchase of Contractors tools if Contractors applications are not able to provide this functionality directly.

16. **Responsibilities and Uptime Guarantee**: The Contractor shall be responsible for the acquisition and operation of all hardware, software and network support related to the services being provided. The technical and professional activities required for establishing, managing and maintaining the environments are the responsibilities of the Contractor. The system shall be available 24/7/365 (with agreed-upon maintenance downtime), and provide service to customers as defined in the SLA.

17. **Subcontractor Disclosure:** Contractor shall identify all of its strategic business partners related to services provided under this Master Agreement, including but not limited to all subcontractors or other entities or individuals who may be a party to a joint venture or similar agreement with the Contractor, and who shall be involved in any application development and/or operations.

18. **Right to Remove Individuals:** The Purchasing Entity shall have the right at any time to require that the Contractor remove from interaction with Purchasing Entity any Contractor representative who the Purchasing Entity believes is detrimental to its working relationship with the Contractor. The Purchasing Entity shall provide the Contractor with notice of its determination, and the reasons it requests the removal. If the Purchasing Entity signifies that a potential security violation exists with respect to the request, the Contractor shall immediately

remove such individual. The Contractor shall not assign the person to any aspect of the Master Agreement or future work orders without the Purchasing Entity's consent.

19. **Business Continuity and Disaster Recovery:** The Contractor shall provide a business continuity and disaster recovery plan upon request and ensure that the Purchasing Entity's recovery time objective (RTO) of XXX hours/days is met. (XXX hour/days shall be provided to Contractor by the Purchasing Entity.) Contractor must work with the Purchasing Entity to perform an annual Disaster Recovery test and take action to correct any issues detected during the test in a time frame mutually agreed between the Contractor and the Purchasing Entity.

20. **Compliance with Accessibility Standards**: The Contractor shall comply with and adhere to Accessibility Standards of Section 508 Amendment to the Rehabilitation Act of 1973, or any other state laws or administrative regulations identified by the Participating Entity.

21. **Web Services:** The Contractor shall use Web services exclusively to interface with the Purchasing Entity's data in near real time.

22. **Encryption of Data at Rest:** The Contractor shall ensure hard drive encryption consistent with validated cryptography standards as referenced in FIPS 140-2, Security Requirements for Cryptographic Modules for all Personal Data, unless the Purchasing Entity approves in writing for the storage of Personal Data on a Contractor portable device in order to accomplish work as defined in the statement of work.

23. **Subscription Terms**: Contractor grants to a Purchasing Entity a license to: (i) access and use the Service for its business purposes; (ii) for SaaS, use underlying software as embodied or used in the Service; and (iii) view, copy, upload and download (where applicable), and use Contractor's documentation.

No Contractor terms, including standard click through license or website terms or use of privacy policy, shall apply to Purchasing Entities unless such terms are included in this Master Agreement.

Exhibit 2 to the Master Agreement: Platform-as-a-Service

1. **Data Ownership:** The Purchasing Entity will own all right, title and interest in its data that is related to the Services provided by this Master Agreement. The Contractor shall not access Purchasing Entity user accounts or Purchasing Entity data, except (1) in the course of data center operations, (2) in response to service or technical issues, (3) as required by the express terms of this Master Agreement, Participating Addendum, SLA, and/or other contract documents, or (4) at the Purchasing Entity's written request.

Contractor shall not collect, access, or use user-specific Purchasing Entity Data except as strictly necessary to provide Service to the Purchasing Entity. No information regarding a Purchasing Entity's use of the Service may be disclosed, provided, rented or sold to any third party for any reason unless required by law or regulation or by an order of a court of competent jurisdiction. This obligation shall survive and extend beyond the term of this Master Agreement.

2. **Data Protection:** Protection of personal privacy and data shall be an integral part of the business activities of the Contractor to ensure there is no inappropriate or unauthorized use of Purchasing Entity information at any time. To this end, the Contractor shall safeguard the confidentiality, integrity and availability of Purchasing Entity information and comply with the following conditions:

    a. The Contractor shall implement and maintain appropriate administrative, technical and organizational security measures to safeguard against unauthorized access, disclosure or theft of Personal Data and Non-Public Data. Such security measures shall be in accordance with recognized industry practice and not less stringent than the measures the Contractor applies to its own Personal Data and Non-Public Data of similar kind.

    b. All data obtained by the Contractor in the performance of the Master Agreement shall become and remain the property of the Purchasing Entity.

    c. All Personal Data shall be encrypted at rest and in transit with controlled access. Unless otherwise stipulated, the Contractor is responsible for encryption of the Personal Data. Any stipulation of responsibilities will identify specific roles and responsibilities and shall be included in the service level agreement (SLA), or otherwise made a part of the Master Agreement.

    d. Unless otherwise stipulated, the Contractor shall encrypt all Non-Public Data at rest and in transit. The Purchasing Entity shall identify data it deems as Non-Public Data to the Contractor. The level of protection and encryption for all Non-Public Data shall be identified in the SLA.

    e. At no time shall any data or processes — that either belong to or are intended for the use of a Purchasing Entity or its officers, agents or employees — be copied, disclosed or retained by the Contractor or any party related to the Contractor for subsequent use in any transaction that does not include the Purchasing Entity.

f. The Contractor shall not use any information collected in connection with the Services issued from this Master Agreement for any purpose other than fulfilling the Services.

3. **Data Location:** The Contractor shall provide its services to the Purchasing Entity and its end users solely from data centers in the U.S. Storage of Purchasing Entity data at rest shall be located solely in data centers in the U.S. The Contractor shall not allow its personnel or contractors to store Purchasing Entity data on portable devices, including personal computers, except for devices that are used and kept only at its U.S. data centers. The Contractor shall permit its personnel and contractors to access Purchasing Entity data remotely only as required to provide technical support. The Contractor may provide technical user support on a 24/7 basis using a Follow the Sun model, unless otherwise prohibited in a Participating Addendum.

4. **Security Incident or Data Breach Notification:** The Contractor shall inform the Purchasing Entity of any security incident or data breach within the possession and control of the Contractor and related to the service provided under the Master Agreement, Participating Addendum, or SLA. Such notice shall include, to the best of Contractor's knowledge at that time, the persons affected, their identities, and the Confidential Information and Data disclosed, or shall include if this information is unknown.

    a. Incident Response: The Contractor may need to communicate with outside parties regarding a security incident, which may include contacting law enforcement, fielding media inquiries and seeking external expertise as mutually agreed upon, defined by law or contained in the Master Agreement, Participating Addendum, or SLA. Discussing security incidents with the Purchasing Entity should be handled on an urgent as-needed basis, as part of Contractor's communication and mitigation processes as mutually agreed, defined by law or contained in the Master Agreement, Participating Addendum, or SLA.

    b. Security Incident Reporting Requirements: Unless otherwise stipulated, the Contractor shall immediately report a security incident related to its service under the Master Agreement, Participating Addendum, or SLA to the appropriate Purchasing Entity.

    c. Breach Reporting Requirements: If the Contractor has actual knowledge of a confirmed data breach that affects the security of any Purchasing Entity data that is subject to applicable data breach notification law, the Contractor shall (1) promptly notify the appropriate Purchasing Entity within 48 hours or sooner, unless shorter time is required by applicable law, and (2) take commercially reasonable measures to address the data breach in a timely manner

5. **Breach Responsibilities:** This section only applies when a Data Breach occurs with respect to Personal Data within the possession or control of the Contractor.

    a. The Contractor, unless stipulated otherwise, shall immediately notify the appropriate Purchasing Entity identified contact by telephone in accordance with the agreed upon security plan or security procedures if it reasonably believes there has been a security incident.

b. The Contractor, unless stipulated otherwise, shall promptly notify the appropriate Purchasing Entity identified contact within 24 hours or sooner by telephone, unless shorter time is required by applicable law, if it has confirmed that there is, or reasonably believes that there has been a data breach. The Contractor shall (1) cooperate with the Purchasing Entity as reasonably requested by the Purchasing Entity to investigate and resolve the data breach, (2) promptly implement necessary remedial measures, if necessary, and (3) document responsive actions taken related to the data breach, including any post-incident review of events and actions taken to make changes in business practices in providing the services, if necessary.

6. **Notification of Legal Requests**: If legally permissible, the Contractor shall contact the Purchasing Entity upon receipt of any electronic discovery, litigation holds, discovery searches and expert testimonies related to the Purchasing Entity's data under the Master Agreement, or which in any way might reasonably require access to the data of the Purchasing Entity. The Contractor shall not respond to subpoenas, service of process and other legal requests related to the Purchasing Entity without first notifying and obtaining the approval of the Purchasing Entity, unless prohibited by law.

7. **Termination and Suspension of Service**:

   a. In the event of an early termination of the Master Agreement, Participating or SLA, Contractor shall allow for the Purchasing Entity to retrieve its digital content and provide for the subsequent secure disposal of the Purchasing Entity's digital content.

   b. During any period of service suspension, the Contractor shall not take any action to intentionally erase or otherwise dispose of any of the Purchasing Entity's data.

   c. In the event of early termination of any Services or agreement in entirety, the Contractor shall not take any action to intentionally erase any Purchasing Entity's data for a period of 1) 45 days after the effective date of termination, if the termination is for convenience; or 2) 60 days after the effective date of termination, if the termination is for cause. After such day period, the Contractor shall have no obligation to maintain or provide any Purchasing Entity data and shall thereafter, unless legally prohibited, delete all Purchasing Entity data in its systems or otherwise in its possession or under its control. In the event of either termination for cause, the Contractor will impose no fees for access and retrieval of digital content to the Purchasing Entity.

   d. The Purchasing Entity shall be entitled to any post termination assistance generally made available with respect to the services, unless a unique data retrieval arrangement has been established as part of an SLA.

   e. Upon termination of the Services or the Agreement in its entirety, Contractor shall securely dispose of all Purchasing Entity's data in all of its forms, such as disk, CD/ DVD, backup tape and paper, unless stipulated otherwise by the Purchasing Entity. Data shall be permanently deleted and shall not be recoverable, according to National Institute of

Standards and Technology (NIST)-approved methods. Certificates of destruction shall be provided to the Purchasing Entity.

8. **Background Checks:**

   a. Upon the request of the Purchasing Entity, the Contractor shall conduct criminal background checks and not utilize any staff, including subcontractors, to fulfill the obligations of the Master Agreement who have been convicted of any crime of dishonesty, including but not limited to criminal fraud, or otherwise convicted of any felony or misdemeanor offense for which incarceration for up to 1 year is an authorized penalty. The Contractor shall promote and maintain an awareness of the importance of securing the Purchasing Entity's information among the Contractor's employees and agents.

   b. The Contractor and the Purchasing Entity recognize that security responsibilities are shared. The Contractor is responsible for providing a secure infrastructure. The Purchasing Entity is responsible for its secure guest operating system, firewalls and other logs captured within the guest operating system. Specific shared responsibilities are identified within the SLA.

   c. If any of the stated personnel providing services under a Participating Addendum is not acceptable to the Purchasing Entity in its sole opinion as a result of the background or criminal history investigation, the Purchasing Entity, in its' sole option shall have the right to either (1) request immediate replacement of the person, or (2) immediately terminate the Participating Addendum and any related service agreement.

9. **Access to Security Logs and Reports:**

   a. The Contractor shall provide reports on a schedule specified in the SLA to the Purchasing Entity in a format as specified in the SLA and agreed to by both the Contractor and the Purchasing Entity. Reports will include latency statistics, user access, user access IP address, user access history and security logs for all Purchasing Entity files related to the Master Agreement, Participating Addendum, or SLA.

   b. The Contractor and the Purchasing Entity recognize that security responsibilities are shared. The Contractor is responsible for providing a secure infrastructure. The Purchasing Entity is responsible for its secure guest operating system, firewalls and other logs captured within the guest operating system. Specific shared responsibilities are identified within the SLA.

10. **Contract Audit:** The Contractor shall allow the Purchasing Entity to audit conformance to the Master Agreement terms. The Purchasing Entity may perform this audit or contract with a third party at its discretion and at the Purchasing Entity's expense.

11. **Data Center Audit**: The Contractor shall perform an independent audit of its data centers at least annually at its expense, and provide an unredacted version of the audit report upon

request to a Purchasing Entity. The Contractor may remove its proprietary information from the unredacted version. A Service Organization Control (SOC) 2 audit report or approved equivalent sets the minimum level of a third-party audit.

12. **Change Control and Advance Notice:** The Contractor shall give a minimum forty eight (48) hour advance notice (or as determined by a Purchasing Entity and included in the SLA) to the Purchasing Entity of any upgrades (e.g., major upgrades, minor upgrades, system changes) that may impact service availability and performance. A major upgrade is a replacement of hardware, software or firmware with a newer or better version in order to bring the system up to date or to improve its characteristics. It usually includes a new version number.

Contractor will make updates and upgrades available to Purchasing Entity at no additional costs when Contractor makes such updates and upgrades generally available to its users.

No update, upgrade or other charge to the Service may decrease the Service's functionality, adversely affect Purchasing Entity's use of or access to the Service, or increase the cost of the Service to the Purchasing Entity.

Contractor will notify the Purchasing Entity at least sixty (60) days in advance prior to any major update or upgrade.

13. **Security:** As requested by a Purchasing Entity, the Contractor shall disclose its non-proprietary system security plans (SSP) or security processes and technical limitations to the Purchasing Entity such that adequate protection and flexibility can be attained between the Purchasing Entity and the Contractor. For example: virus checking and port sniffing — the Purchasing Entity and the Contractor shall understand each other's roles and responsibilities.

14. **Non-disclosure and Separation of Duties:** The Contractor shall enforce separation of job duties, require commercially reasonable non-disclosure agreements, and limit staff knowledge of Purchasing Entity data to that which is absolutely necessary to perform job duties.

15. **Import and Export of Data:** The Purchasing Entity shall have the ability to import or export data in piecemeal or in entirety at its discretion without interference from the Contractor at any time during the term of Contractor's contract with the Purchasing Entity. This includes the ability for the Purchasing Entity to import or export data to/from other Contractors. Contractor shall specify if Purchasing Entity is required to provide its' own tools for this purpose, including the optional purchase of Contractors tools if Contractors applications are not able to provide this functionality directly.
16. **Responsibilities and Uptime Guarantee:** The Contractor shall be responsible for the acquisition and operation of all hardware, software and network support related to the services being provided. The technical and professional activities required for establishing, managing and maintaining the environments are the responsibilities of the Contractor. The system shall be available 24/7/365 (with agreed-upon maintenance downtime), and provide service to customers as defined in the SLA.

17. **Subcontractor Disclosure**: Contractor shall identify all of its strategic business partners related to services provided under this Master Agreement, including but not limited to all subcontractors or other entities or individuals who may be a party to a joint venture or similar agreement with the Contractor, and who shall be involved in any application development and/or operations.

18. **Business Continuity and Disaster Recovery:** The Contractor shall provide a business continuity and disaster recovery plan upon request and ensure that the Purchasing Entity's recovery time objective (RTO) of XXX hours/days is met. (XXX hour/days shall be provided to Contractor by the Purchasing Entity.) Contractor must work with the Purchasing Entity to perform an annual Disaster Recovery test and take action to correct any issues detected during the test in a time frame mutually agreed between the Contractor and the Purchasing Entity.

19. **Compliance with Accessibility Standards**: The Contractor shall comply with and adhere to Accessibility Standards of Section 508 Amendment to the Rehabilitation Act of 1973 or any other state laws or administrative regulations identified by the Participating Entity..

20. **Web Services:** The Contractor shall use Web services exclusively to interface with the Purchasing Entity's data in near real time.

21. **Encryption of Data at Rest:** The Contractor shall ensure hard drive encryption consistent with validated cryptography standards as referenced in FIPS 140-2, Security Requirements for Cryptographic Modules for all Personal Data as identified in the SLA, unless the Contractor presents a justifiable position that is approved by the Purchasing Entity that Personal Data, is required to be stored on a Contractor portable device in order to accomplish work as defined in the scope of work.

22. Subscription Terms: Contractor grants to a Purchasing Entity a license to: (i) access and use the Service for its business purposes; (ii) for PaaS, use underlying software as embodied or used in the Service; and (iii) view, copy, upload and download (where applicable), and use Contractor's documentation.

No Contractor terms, including standard click through license or website terms or use of privacy policy, shall apply to Purchasing Entities unless such terms are included in this Master Agreement.

Exhibit 3 to the Master Agreement: Infrastructure-as-a-Service

1. **Data Ownership:** The Purchasing Entity will own all right, title and interest in its data that is related to the Services provided by this Master Agreement. The Contractor shall not access Purchasing Entity user accounts or Purchasing Entity data, except (1) in the course of data center operations, (2) in response to service or technical issues, (3) as required by the express terms of this Master Agreement, Participating Addendum, SLA, and/or other contract documents, or (4) at the Purchasing Entity's written request.

Contractor shall not collect, access, or use user-specific Purchasing Entity Data except as strictly necessary to provide Service to the Purchasing Entity. No information regarding a Purchasing Entity's use of the Service may be disclosed, provided, rented or sold to any third party for any reason unless required by law or regulation or by an order of a court of competent jurisdiction. This obligation shall survive and extend beyond the term of this Master Agreement.

2. **Data Protection:** Protection of personal privacy and data shall be an integral part of the business activities of the Contractor to ensure there is no inappropriate or unauthorized use of Purchasing Entity information at any time. To this end, the Contractor shall safeguard the confidentiality, integrity and availability of Purchasing Entity information and comply with the following conditions:

    a. The Contractor shall implement and maintain appropriate administrative, technical and organizational security measures to safeguard against unauthorized access, disclosure or theft of Personal Data and Non-Public Data. Such security measures shall be in accordance with recognized industry practice and not less stringent than the measures the Contractor applies to its own Personal Data and Non-Public Data of similar kind.

    b. All data obtained by the Contractor in the performance of the Master Agreement shall become and remain the property of the Purchasing Entity.

    c. All Personal Data shall be encrypted at rest and in transit with controlled access. Unless otherwise stipulated, the Contractor is responsible for encryption of the Personal Data. Any stipulation of responsibilities will identify specific roles and responsibilities and shall be included in the service level agreement (SLA), or otherwise made a part of the Master Agreement.

    d. Unless otherwise stipulated, the Contractor shall encrypt all Non-Public Data at rest and in transit. The Purchasing Entity shall identify data it deems as Non-Public Data to the Contractor. The level of protection and encryption for all Non-Public Data shall be identified in the SLA.

    e. At no time shall any data or processes — that either belong to or are intended for the use of a Purchasing Entity or its officers, agents or employees — be copied, disclosed or retained by the Contractor or any party related to the Contractor for subsequent use in any transaction that does not include the Purchasing Entity.

f. The Contractor shall not use any information collected in connection with the Services issued from this Master Agreement for any purpose other than fulfilling the Services.

3. **Data Location:** The Contractor shall provide its services to the Purchasing Entity and its end users solely from data centers in the U.S. Storage of Purchasing Entity data at rest shall be located solely in data centers in the U.S. The Contractor shall not allow its personnel or contractors to store Purchasing Entity data on portable devices, including personal computers, except for devices that are used and kept only at its U.S. data centers. The Contractor shall permit its personnel and contractors to access Purchasing Entity data remotely only as required to provide technical support. The Contractor may provide technical user support on a 24/7 basis using a Follow the Sun model, unless otherwise prohibited in a Participating Addendum.

4. **Security Incident or Data Breach Notification:** The Contractor shall inform the Purchasing Entity of any security incident or data breach related to Purchasing Entity's Data within the possession or control of the Contractor and related to the service provided under the Master Agreement, Participating Addendum, or SLA. Such notice shall include, to the best of Contractor's knowledge at that time, the persons affected, their identities, and the Confidential Information and Data disclosed, or shall include if this information is unknown.

   a. Security Incident Reporting Requirements: The Contractor shall report a security incident to the Purchasing Entity identified contact immediately as soon as possible or promptly without out reasonable delay, or as defined in the SLA.

   b. Breach Reporting Requirements: If the Contractor has actual knowledge of a confirmed data breach that affects the security of any purchasing entity's content that is subject to applicable data breach notification law, the Contractor shall (1) as soon as possible or promptly without out reasonable delay notify the Purchasing Entity, unless shorter time is required by applicable law, and (2) take commercially reasonable measures to address the data breach in a timely manner.

5. **Breach Responsibilities:** This section only applies when a Data Breach occurs with respect to Personal Data within the possession or control of the Contractor and related to the service provided under the Master Agreement, Participating Addendum, or SLA.

   a. The Contractor, unless stipulated otherwise, shall immediately notify the appropriate Purchasing Entity identified contact by telephone in accordance with the agreed upon security plan or security procedures if it reasonably believes there has been a security incident.

   b. The Contractor, unless stipulated otherwise, shall promptly notify the appropriate Purchasing Entity identified contact within 48 hours or sooner by telephone, unless shorter time is required by applicable law, if it has confirmed that there is, or reasonably believes that there has been a data breach. The Contractor shall (1) cooperate with the Purchasing Entity as reasonably requested by the Purchasing Entity to investigate and resolve the Data Breach, (2) promptly implement necessary remedial measures, if necessary, and (3) document responsive actions taken related to the Data Breach, including any post-incident

review of events and actions taken to make changes in business practices in providing the services, if necessary.

6. **Notification of Legal Requests**: If legally permissible, the Contractor shall contact the Purchasing Entity upon receipt of any electronic discovery, litigation holds, discovery searches and expert testimonies related to the Purchasing Entity's data under the Master Agreement, or which in any way might reasonably require access to the data of the Purchasing Entity. The Contractor shall not respond to subpoenas, service of process and other legal requests related to the Purchasing Entity without first notifying and obtaining the approval of the Purchasing Entity, unless prohibited by law.

7. **Termination and Suspension of Service**:

   a. In the event of an early termination of the Master Agreement, Participating or SLA, Contractor shall allow for the Purchasing Entity to retrieve its digital content and provide for the subsequent secure disposal of the Purchasing Entity's digital content.

   b. During any period of service suspension, the Contractor shall not take any action to intentionally erase or otherwise dispose of any of the Purchasing Entity's data.

   c. In the event of early termination of any Services or agreement in entirety, the Contractor shall not take any action to intentionally erase any Purchasing Entity's data for a period of 1) 45 days after the effective date of termination, if the termination is for convenience; or 2) 60 days after the effective date of termination, if the termination is for cause. After such day period, the Contractor shall have no obligation to maintain or provide any Purchasing Entity data and shall thereafter, unless legally prohibited, delete all Purchasing Entity data in its systems or otherwise in its possession or under its control. In the event of either termination for cause, the Contractor will impose no fees for access and retrieval of digital content to the Purchasing Entity.

   d. The Purchasing Entity shall be entitled to any post termination assistance generally made available with respect to the services, unless a unique data retrieval arrangement has been established as part of an SLA.

   e. Upon termination of the Services or the Agreement in its entirety, Contractor shall securely dispose of all Purchasing Entity's data in all of its forms, such as disk, CD/ DVD, backup tape and paper, unless stipulated otherwise by the Purchasing Entity. Data shall be permanently deleted and shall not be recoverable, according to National Institute of Standards and Technology (NIST)-approved methods. Certificates of destruction shall be provided to the Purchasing Entity.

8. **Background Checks:**

   a. Upon the request of the Purchasing Entity, the Contractor shall conduct criminal background checks and not utilize any staff, including subcontractors, to fulfill the obligations of the Master Agreement who have been convicted of any crime of dishonesty,

including but not limited to criminal fraud, or otherwise convicted of any felony or misdemeanor offense for which incarceration for up to 1 year is an authorized penalty. The Contractor shall promote and maintain an awareness of the importance of securing the Purchasing Entity's information among the Contractor's employees and agents.

b. The Contractor and the Purchasing Entity recognize that security responsibilities are shared. The Contractor is responsible for providing a secure infrastructure. The Purchasing Entity is responsible for its secure guest operating system, firewalls and other logs captured within the guest operating system. Specific shared responsibilities are identified within the SLA.

c. If any of the stated personnel providing services under a Participating Addendum is not acceptable to the Purchasing Entity in its sole opinion as a result of the background or criminal history investigation, the Purchasing Entity, in its' sole option shall have the right to either (1) request immediate replacement of the person, or (2) immediately terminate the Participating Addendum and any related service agreement.

9. **Access to Security Logs and Reports:**

a. The Contractor shall provide reports on a schedule specified in the SLA to the Contractor directly related to the infrastructure that the Contractor controls upon which the Purchasing Entity's account resides. Unless otherwise agreed to in the SLA, the Contractor shall provide the public jurisdiction a history or all API calls for the Purchasing Entity account that includes the identity of the API caller, the time of the API call, the source IP address of the API caller, the request parameters and the response elements returned by the Contractor. The report will be sufficient to enable the Purchasing Entity to perform security analysis, resource change tracking and compliance auditing

b. The Contractor and the Purchasing Entity recognize that security responsibilities are shared. The Contractor is responsible for providing a secure infrastructure. The Purchasing Entity is responsible for its secure guest operating system, firewalls and other logs captured within the guest operating system. Specific shared responsibilities are identified within the SLA.

10. **Contract Audit:** The Contractor shall allow the Purchasing Entity to audit conformance to the Master Agreement terms. The Purchasing Entity may perform this audit or contract with a third party at its discretion and at the Purchasing Entity's expense.
11. **Data Center Audit**: The Contractor shall perform an independent audit of its data centers at least annually and at its own expense, and provide an unredacted version of the audit report upon request. The Contractor may remove its proprietary information from the unredacted version. For example, a Service Organization Control (SOC) 2 audit report would be sufficient.

12. **Change Control and Advance Notice:** The Contractor shall give a minimum forty eight (48) hour advance notice (or as determined by a Purchasing Entity and included in the SLA) to the Purchasing Entity of any upgrades (e.g., major upgrades, minor upgrades, system changes) that

may impact service availability and performance. A major upgrade is a replacement of hardware, software or firmware with a newer or better version in order to bring the system up to date or to improve its characteristics. It usually includes a new version number.

Contractor will make updates and upgrades available to Purchasing Entity at no additional costs when Contractor makes such updates and upgrades generally available to its users.

No update, upgrade or other charge to the Service may decrease the Service's functionality, adversely affect Purchasing Entity's use of or access to the Service, or increase the cost of the Service to the Purchasing Entity.

Contractor will notify the Purchasing Entity at least sixty (60) days in advance prior to any major update or upgrade.

13. **Security:** As requested by a Purchasing Entity, the Contractor shall disclose its non-proprietary system security plans (SSP) or security processes and technical limitations to the Purchasing Entity such that adequate protection and flexibility can be attained between the Purchasing Entity and the Contractor. For example: virus checking and port sniffing — the Purchasing Entity and the Contractor shall understand each other's roles and responsibilities.

14. **Non-disclosure and Separation of Duties:** The Contractor shall enforce separation of job duties, require commercially reasonable non-disclosure agreements, and limit staff knowledge of Purchasing Entity data to that which is absolutely necessary to perform job duties.

15. **Import and Export of Data:** The Purchasing Entity shall have the ability to import or export data in piecemeal or in entirety at its discretion without interference from the Contractor at any time during the term of Contractor's contract with the Purchasing Entity. This includes the ability for the Purchasing Entity to import or export data to/from other Contractors. Contractor shall specify if Purchasing Entity is required to provide its' own tools for this purpose, including the optional purchase of Contractors tools if Contractors applications are not able to provide this functionality directly.

16. **Responsibilities and Uptime Guarantee**: The Contractor shall be responsible for the acquisition and operation of all hardware, software and network support related to the services being provided. The technical and professional activities required for establishing, managing and maintaining the environments are the responsibilities of the Contractor. The system shall be available 24/7/365 (with agreed-upon maintenance downtime), and provide service to customers as defined in the SLA.
17. **Subcontractor Disclosure**: Contractor shall identify all of its strategic business partners related to services provided under this Master Agreement, including but not limited to all subcontractors or other entities or individuals who may be a party to a joint venture or similar agreement with the Contractor, and who shall be involved in any application development and/or operations.

18. **Business Continuity and Disaster Recovery:** The Contractor shall provide a business continuity and disaster recovery plan upon request and ensure that the Purchasing Entity's recovery time objective (RTO) of XXX hours/days is met. (XXX hour/days shall be provided to Contractor by the Purchasing Entity.) Contractor must work with the Purchasing Entity to perform an annual Disaster Recovery test and take action to correct any issues detected during the test in a time frame mutually agreed between the Contractor and the Purchasing Entity.

19. **Subscription Terms:** Contractor grants to a Purchasing Entity a license to: (i) access and use the Service for its business purposes; (ii) for IaaS, use underlying software as embodied or used in the Service; and (iii) view, copy, upload and download (where applicable), and use Contractor's documentation.

No Contractor terms, including standard click through license or website terms or use of privacy policy, shall apply to Purchasing Entities unless such terms are included in this Master Agreement via amendment.

Griffin
Growing, TOGETHER

JUSTIFICATION – RECOMMENDATION TO PURCHASE

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

DATE (BID OPEN OR DATE SUBMITTED):

TITLE OR DESCRIPTION: OpenGov Permitting, Case Management, Tax & Licensing, and Admin Forms Software

RECOMMENDED SUPPLIER

COMPANY NAME: Carahsoft Technology Corp

CITY, STATE: Reston, Virginia

AWARD/PO AMOUNT: $99,576.76

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. City Tech - Does not offer a Tax & Licensing module
Quote #2. Tyler - Did not give quote for unlimited forms, unlimited users, or a site license
Quote #3. OpenGov / Carahsoft - Quote included Tax and Licensing, unlimited forms,
unlimited users, and will also add a case management component
Quote #4 iWorQ - Current vendor does not satisfy the growing needs of Planning and
Development
Justification Statement: OpenGov / Carahsoft offers a comprehensive software
which will streamline permitting, civil and building plan review, case management,
and Tax & Licensing processes. Unlimited users and unlimited forms will allow other
departments within the city to utilitize and benefit from the software.

CityTech SOLUTIONS

Griffin SeeClickFix Integration

Task: Integrate the CityTech Code app with the City of Griffin's SeeClickFix app. This will allow City of Griffin constituents the ability to submit code enforcement complaints from their city's app and into the CityTech Code app for Code Officer investigation.

Below is a breakdown of tasks, hours and costs for the integration.

Core pieces needed: 96 hours

- New table in Code (Complaint or Submission)
  - Fields:
    - Standard table fields
    - JSON field to render in web viewer
- New Layouts (desktop/web & mobile)
  - List view
  - Detail view
    - Web viewer will have links to open media in browser.
  - Utility: Blank
- Scripts
  - Reverse geocode address from coordinates if needed (existing script)
  - Edit submission status
  - Accept as Case
    - Create case
    - Add/Create contact (if available)
    - Store media in Container
  - Comment (optional depending on API used and if enabled)
    - Send comment/message to reporting user
    - Read new reporting user comments
    - Alert Code user to new messages?
  - Fetch Submissions via API
    - Submissions that are new/open
    - Submissions that have an appropriate service code for Code
    - Submissions that have been recently updated
- API key handling
  - Continue using dependency on Permits Config
- Testing

API Specific Needs

SeeClickFix APIv2 work: 38 hours + 12 hours to add comments

- Comments are supported
- Status is open, acknowledged, closed or archived
- Value list for request type or pull from API for each submission
- Support image and video
- More complex JSON to Case field mapping
    - Decide how all data submitted might end up on the Code report.
- Supports polling our system for updates if we make an endpoint available

Open311 API 25 hours – Check if City wants to use this API instead

- *Comments are not supported*
- *Status is Open or Closed only*
- *Post request data format*
    - *Content-Type: application/x-www-form-urlencoded; charset=utf-8*
- *All date/time data is ISO 8601*
    - *1994-11-05T08:15:30-05:00 or 1994-11-05T13:15:30Z*
- *Response limit*
    - *Default query limit is a span of 90 days or first 1000 requests returned, whichever is smallest.*

Cost Proposal

Task	Hours	Cost
CityTech App Development	96	$13,800
40% CityTech Discount		*-$5,520*
SeeClickFix API Integration	50	$7,500
Total	**146**	**$15,780**

tyler technologies

Quoted By: Kerry Robillard
Quote Expiration: 09/30/25
Quote Name: City of Griffin-ERP-Munis
Quote Description: Financials ERP

Sales Quotation For:
City of Griffin
100 S Hill St
Griffin GA 30223-3402

Shipping Address:

Tyler License Fees and Related Services

Description	Qty	License	Hours	Module Total	Year One Maintenance
Financial Management					
Accounting	1	$ 36,608.00	112	$ 36,608.00	$ 6,589.00
Accounts Payable	1	$ 10,547.00	32	$ 10,547.00	$ 1,898.00
Bid Management	1	$ 4,037.00	24	$ 4,037.00	$ 727.00
Budgeting	1	$ 10,547.00	48	$ 10,547.00	$ 1,898.00
Capital Assets	1	$ 8,888.00	40	$ 8,888.00	$ 1,600.00
Cash Management	1	$ 6,053.00	28	$ 6,053.00	$ 1,090.00
Contract Management	1	$ 3,993.00	24	$ 3,993.00	$ 719.00
Inventory	1	$ 8,253.00	40	$ 8,253.00	$ 1,486.00
Project & Grant Accounting	1	$ 7,104.00	32	$ 7,104.00	$ 1,279.00
Purchasing	1	$ 15,302.00	80	$ 15,302.00	$ 2,754.00
Revenue Management					
Accounts Receivable	1	$ 7,759.00	64	$ 7,759.00	$ 1,397.00
Cashiering	1	$ 13,309.00	40	$ 13,309.00	$ 2,396.00
General Billing	1	$ 5,171.00	32	$ 5,171.00	$ 931.00
Content Management					
Content Manager Core includes Onboarding	1	$ 18,000.00	32	$ 18,000.00	$ 3,240.00
Civic Services					

Subject to approval

Business Management API Toolkit	1	$ 14,094.00	0	$ 14,094.00	$ 2,819.00
Business Management Suite	5	$ 10,500.00	112	$ 10,500.00	$ 2,100.00
Civic Access - Business Management	1	$ 12,559.00	24	$ 12,559.00	$ 2,512.00
Civic Access - Community Development	1	$ 12,559.00	24	$ 12,559.00	$ 2,512.00
Community Development API Toolkit	1	$ 14,094.00	64	$ 14,094.00	$ 2,819.00
Community Development Suite	13	$ 27,300.00	248	$ 27,300.00	$ 5,460.00
e-Reviews	1	$ 19,057.00	80	$ 19,057.00	$ 3,811.00
Enterprise Permitting & Licensing Core Foundation Bundle	1	$ 4,000.00	16	$ 4,000.00	$ 800.00
Enterprise Permitting & Licensing Mobile	1	$ 700.00	16	$ 700.00	$ 140.00
Enterprise Permitting & Licensing View Only License	1	$ 699.00	0	$ 699.00	$ 140.00
Report Toolkit	1	$ 3,869.00	0	$ 3,869.00	$ 774.00
Additional					
Enterprise Forms Processing (including Common Form Set)	1	$ 8,583.00	0	$ 8,583.00	$ 1,717.00
GIS	1	$ 500.00	8	$ 500.00	$ 100.00
Integrations					
API Toolkit Bundle	1	$ 44,767.00	24	$ 44,767.00	$ 8,953.00
TOTAL		**$ 328,852.00**	**1244**	**$ 328,852.00**	**$ 62,661.00**

Tyler SaaS and Related Services

Description	Qty	Imp. Hours	Annual Fee
Financial Management			
eProcurement (Vendor Access and Punch-Out)	1	24	$ 2,900.00
Civic Services			
Decision Engine	1	8	$ 7,000.00
Enterprise Permitting & Licensing Advanced Automation Bundle	1	8	$ 4,439.00
Data Insights			
Enterprise Analytics and Reporting w Executive Insights	1	80	$ 10,266.00
Integrations			
SnapLogic - Up to 5 Integrations	1	50	$ 4,000.00

Subject to Approval

TOTAL	**170**		**$ 28,605.00**

Professional Services

Description	Quantity	Unit Price	Ext Discount	Extended Price	Maintenance
Capital Assets Import Hours	12	$ 175.00	$ 0.00	$ 2,100.00	$ 0.00
COA Import Hours	12	$ 175.00	$ 0.00	$ 2,100.00	$ 0.00
Executive Insights Implementation	1	$ 4,800.00	$ 0.00	$ 4,800.00	$ 0.00
Install Fee - New Server Install - Incl Enterprise Forms Configuration	1	$ 7,500.00	$ 0.00	$ 7,500.00	$ 0.00
Conversions – See Detailed Breakdown Below				$ 49,020.00	$ 0.00
Project Management	180	$ 155.00	$ 0.00	$ 27,900.00	$ 0.00
Onsite Implementation	384	$ 155.00	$ 0.00	$ 59,520.00	$ 0.00
Remote Implementation	1030	$ 155.00	$ 0.00	$ 159,650.00	$ 0.00
TOTAL				**$ 312,590.00**	**$ 0.00**

Payments

	List Price	Service %	Min	Basis Points	Rate	Cap	POS	Online	IVR
Payments - Other Fees									
Client eCheck Cost	$ 1.95								
Payer eCheck Cost	$ 1.95								
Credit Card Chargebacks	$ 15.00								
eCheck Rejects	$ 5.00								

Payer eCheck Cost Per electronic check transaction.

eCheck Rejects When an eCheck transaction comes back as declined (e.g bounced check)

Credit Card Chargebacks If a card payer disputes a transaction at the card issuing bank (e.g. stolen card)

Client eCheck Cost Per electronic check transaction.

Subject to Approval

Payments

Your use of Payments and any related items included on this order is subject to the terms found at: https://www.tylertech.com/terms/payment-card-processing-agreement. By signing this order or the agreement in which it is included, you agree you have read, understand, and agree to such terms. Please see attached Payments fee schedule.

Tyler Fees per Transaction

Description	Net Unit Price
Payments	
Enterprise ERP Payments	
Enterprise Permitting & Licensing Payments	

3rd Party Hardware, Software and Services

Description	Qty	Unit Price	Unit Discount	Total Price	Unit Maint/SaaS	Unit Maint/SaaS Discount	Total Maint/SaaS
Cash Drawer	1	$ 260.00	$ 0.00	$ 260.00	$ 0.00	$ 0.00	$ 0.00
Hand Held Scanner - Model 1960GSR	1	$ 475.00	$ 0.00	$ 475.00	$ 0.00	$ 0.00	$ 0.00
Hand Held Scanner Stand	1	$ 30.00	$ 0.00	$ 30.00	$ 0.00	$ 0.00	$ 0.00
Printer (TM-S9000II)	1	$ 1,623.00	$ 0.00	$ 1,623.00	$ 0.00	$ 0.00	$ 0.00
TOTAL				**$ 2,388.00**			**$ 0.00**

Summary	**One Time Fees**	**Recurring Fees**
Total Tyler License Fees	$ 328,852.00	$ 62,661.00
Total SaaS	$ 0.00	$ 28,605.00
Total Tyler Services	$ 312,590.00	$ 0.00
Total Third-Party Hardware, Software, Services	$ 2,388.00	$ 0.00
Summary Total	**$ 643,830.00**	**$ 91,266.00**
Estimated Travel Expenses excl in Contract Total	**$ 21,920.00**	

Subject to Approval

Client's purchase of the items listed above is subject to the Comments below
Unless otherwise indicated in the contract or amendment thereto, pricing for optional items will be held
For six (6) months from the Quote date or the Effective Date of the Contract, whichever is later.

Customer Approval: _____ Date: _____

Print Name: _____ P.O.#: _____

All Primary values quoted in US Dollars

Detailed Breakdown of Conversions (Included in Summary Total)

Description	Qty	Unit Price	Unit Discount	Extended Price
Conversions				
Business Management	1	$ 8,225.00	$ 0.00	$ 8,225.00
Community Development	1	$ 10,575.00	$ 0.00	$ 10,575.00
Financials				
Accounting	1	$ 4,000.00	$ 0.00	$ 4,000.00
Accounts Payable	1	$ 6,200.00	$ 0.00	$ 6,200.00
Contracts	1	$ 3,000.00	$ 0.00	$ 3,000.00
Inventory	1	$ 3,240.00	$ 0.00	$ 3,240.00
Project Accounting	1	$ 4,000.00	$ 0.00	$ 4,000.00
Purchase Orders	1	$ 3,600.00	$ 0.00	$ 3,600.00
Revenue Management				
General Billing	1	$ 6,180.00	$ 0.00	$ 6,180.00
	TOTAL			**$ 49,020.00**

Optional Tyler License Fees and Related Services

Description	Qty	License	Hours	Module Total	Year One Maintenance
Financial Management					
Assets Mobile	1	$ 6,195.00	16	$ 6,195.00	$ 1,239.00

Subject to Approval

Inventory Mobile		1	$ 6,195.00	16	$ 6,195.00	$ 1,239.00
	TOTAL		**$ 12,390.00**	**32**	**$ 12,390.00**	**$ 2,478.00**

Optional Professional Services

Description	Quantity	Unit Price	Ext. Discount	Extended Price	Maintenance
Onsite Implementation	8	$ 155.00	$ 0.00	$ 1,240.00	$ 0.00
Remote Implementation	24	$ 155.00	$ 0.00	$ 3,720.00	$ 0.00
TOTAL				**$ 4,960.00**	**$ 0.00**

Comments

Tyler's quote contains estimates of the amount of services needed, based on our preliminary understanding of the scope, level of engagement, and timeline as defined in the Statement of Work (SOW) for your project. The actual amount of services required may vary, based on these factors.

Tyler's pricing is based on the scope of proposed products and services contracted from Tyler. Should portions of the scope of products or services be altered by the Client, Tyler reserves the right to adjust prices for the remaining scope accordingly.

Unless otherwise noted, prices submitted in the quote do not include travel expenses incurred in accordance with Tyler's then-current Business Travel Policy.

Tyler's prices do not include applicable local, city or federal sales, use excise, personal property or other similar taxes or duties, which you are responsible for determining and remitting. Installations are completed remotely but can be done onsite upon request at an additional cost.

In the event Client cancels services less than four (4) weeks in advance, Client is liable to Tyler for (i) all non-refundable expenses incurred by Tyler on Client's behalf; and (ii) daily fees associated with the cancelled services if Tyler is unable to re-assign its personnel.

The Implementation Hours included in this quote assume a work split effort of 70% Client and 30% Tyler.

Implementation Hours are scheduled and delivered in four (4) or eight (8) hour increments.

Tyler provides onsite training for a maximum of 12 people per class. In the event that more than 12 users wish to participate in a training class or more than one occurrence of a class is needed, Tyler will either provide additional days at then-current rates for training or Tyler will utilize a Train-the-Trainer approach whereby the client designated attendees of the initial training can thereafter train the remaining users.

As a new Tyler client, you are entitled to a 14-day or a 30-day trial of the Managed Detection and Response cybersecurity service. Please reference https://www.tylertech.com/services/tyler-detect for more information on the service and contact CybersecuritySales@tylertech.com to initiate the trial.

Tyler currently supports the following identity providers (IdP's) for use with Tyler back-office solutions: Microsoft Active Directory through Azure AD, ADFS or Okta AD agent, Google Cloud Identity, Okta, and Identity Automation Rapid Identity. Any requirement by you to use an IdP not supported by Tyler will require additional costs, available upon request.

Business Management: Tyler leads and owns the "Assess and Define" and "Configuration" of 1 unique business transactions, 1 template business transactions, 1 geo-rules and 1 automation events. Configuration elements beyond this will be owned by the client.

Community Development: Tyler leads and owns the "Assess and Define" and "Configuration" 2 unique business transactions, 2 template business transactions, 1 geo-rules and 1 automation events. Configuration elements beyond this will be owned by the client.

Financial library includes: standard A/P check, standard EFT/ACH, standard Purchase order, standard Contract, 1099M, 1099INT, 1099S, 1099NEC and 1099G.

General Billing library includes: standard invoice, standard statement, standard general billing receipt and standard miscellaneous receipt.

Standard Project Management responsibilities include project plan creation, initial stakeholder presentation, bi-weekly status calls, updating of project plan task statuses, and go-live planning activities.

Your rights, and the rights of any of your end users, to use Tyler's Data & Insights SaaS Services, or certain Tyler solutions which include Tyler's Data & Insights data platform, are subject to the Terms of Services, available at https://www.tylertech.com/terms/data-insights-saas-services-terms-of-service. By signing this sales quotation, or accessing, installing, or using any of the Tyler solutions listed at the linked terms, you certify that you have reviewed, understand, and agree to said terms.

Accounting conversion includes: Actuals (total balances only) up to 5 years, Budgets (total balances only) up to 5 years

Accounts Payable conversion includes: Standard - Vendors, Remit Addresses, 1099 Amounts, Check History(Header, Detail) - up to 5 years, Invoices (Header, Detail) - up to 5 years

Submitted to Finance

Contracts conversion includes: Standard

General Billing conversion includes: Standard - CID, Recurring Invoices, Bills(Header, Detail), Payment History, Invoices - up to 5 years

Project Accounting conversion includes: Standard, Actuals - up to 5 years, Budgets - up to 5 years

Purchase Orders conversion includes: Standard - Open POs, Closed POs - up to 5 years

In the event Client acquires from Tyler any edition of Content Manager software other than Enterprise Edition, the license for Content Manager is restricted to use with Tyler applications only. If Client wishes to use Content Manager software with non-Tyler applications, Client must purchase or upgrade to Content Manager Enterprise Edition.

Your use of Payments and any related items included on this order is subject to the terms found at: https://www.tylertech.com/terms/payment-card-processing-agreement. By signing this order or the agreement in which it is included, you agree you have read, understand, and agree to such terms. Please see attached Payments fee schedule.

Inventory conversion includes: Standard - Master

Each API Toolkit or Connector comes with 8 free hours of API Development Consulting hours. Each API Bundle comes with 16 free API Development Consulting hours. Additional hours can be purchased beyond this standard offering.

Tyler's form library prices are based on the actual form quantities listed, and assume the forms will be provided according to the standard Enterprise ERP form template. Any forms in addition to the quoted amounts and types, including custom forms or forms that otherwise require custom programming, are subject to an additional fee. Please also note that use of the Tyler Forms functionality requires the use of approved printers as well. You may contact Tyler's support team for the most current list of approved printers. Any forms included in this quote are based on the standard form templates provided. Custom forms, additional forms and any custom programming are subject to additional fees not included in this quote. The additional fees would be quoted at the time of request, generally during the implementation of the forms. Please note that the form solution provided requires the use of approved printers. You may contact Tyler's support team for the most current list of approved printers.

Subject to Approval

false

IWORQ SERVICE(S) AGREEMENT

For iWorQ application(s) and service(s)

Griffin hereafter known as ("Customer"), enters into THIS SERVICE(S) AGREEMENT ("Agreement") with iWorQ Systems Inc. ("iWorQ") with its principal place of business 1125 West 400 North, Suite 102, Logan, Utah 84321.

1. SOFTWARE AS A SERVICE (SaaS) TERMS OF ACCESS:

iWorQ grants Customer a non-exclusive, non-transferable limited access to use iWorQ service(s), application(s) on iWorQ's authorize website for the fee(s) and terms listed in Appendix A. This agreement will govern all application(s) and service(s) listed in the Appendix A.

2. CUSTOMER RESPONSIBILITY:

Customer acknowledges that they are receiving only a limited subscription to use the application(s), service(s), and related documentation, if any, and shall obtain no titles, ownership nor any rights in or to the application(s), service(s), and related documentation, all of which title and rights shall remain with iWorQ. Customer shall not permit any user to reproduce, copy, or reverse engineer any of the application(s), service(s) and related documentation.

iWorQ is not responsible for the content entered into iWorQ's database or uploaded as a document or image.

3. TRAINING AND IMPLEMENTATION:

Customer agrees to provide the time, resources, and personnel to implement iWorQ's service(s) and application(s). iWorQ will assign a senior account manager and an account management team to implement service(s) and application(s). Typical implementation will take less than 60 days. iWorQ account managers will call twice per week, provide remote training once per week, and send weekly summary emails to the customer implementation team. iWorQ can provide project management and implementation document upon request.

iWorQ will do ONE import of the Customer's data. This import consists of importing data, sent by the Customer, in an electronic relational database format.

Customer must have clear ownership of all forms, letters, inspections, checklists, and data sent to iWorQ.

4. CUSTOMER DATA:

Customer data will be stored on AWS GovCloud. iWorQ will use commercially reasonable efforts to backup, store and manage Customer data. iWorQ does backups twice per week and offsite backups twice per week. The subscription will renew each year on the anniversary date of this Agreement unless terminated (see 7. TERMINATION).

Customer can run reports and export data from iWorQ application(s) at any time.

Customer can pay iWorQ for additional data management service(s), onsite backups, application(s) and other service(s).

Data upload and storage is provided to every Customer. This includes uploading files up to 25MB and 100GB of managed data storage on AWS GovCloud. Additional upload file sizes and managed data storage sizes can be provided based on the application(s) and service(s) listed in Appendix A.

Customer can upload and store images with personal information like driver's license, and more. This Data can be used by the customer to complete the permitting, licensing, or code enforcement processes. Customer understands that the data must be uploaded and stored in the Sensitive Data Upload section of the iWorQ software for access and security purposes.

iWorQ is not responsible: (1) For the content entered into iWorQ's database, (2) For images or documents scanned locally and uploaded by the iWorQ users, (3) For documents or images uploaded by citizens over the web, and (4) For backup data sent to the Customer by iWorQ.

5. CUSTOMER SUPPORT:

Customer support and training are FREE and available Monday-Friday, from 6:00 A.M. to 5:00 P.M. MST, for any authorized user with a login. iWorQ provides unlimited remote Customer training (through webinars), phone support, help files, and documentation. Basic support request is typically handled the same day. iWorQ provides "Service NOT Software".

6. BILLING:

iWorQ will invoice Customer on an annual basis. iWorQ will send invoice by mail and by email to the address(s) listed in Appendix A. Terms of the invoice are net 30 days from the date of the invoice. Any billing changes will require that a new Service(s) Agreement be signed by Customer.

Any additional costs imposed by the Customer including business licenses, fees, or taxes will be added to the Customer's invoice yearly. Support and services fees may increase in subsequent years but will increase no more than 5% per year.

Customer pricing is based on a 3 Year Term and reflects a discounted annual price. Changes to the Term or the Termination Policy (Section 7. Termination:), will affect the annual pricing and could double your annual cost. Customer reserves the right to pay the 3 Year Term upfront to secure discounted annual pricing.

7. TERMINATION:

Prior to the expiration of the initial 3-YEAR TERM (the "Initial Term"), either party may terminate this Agreement, by providing the other party with a Sixty (60) days' written notice prior to the effective date of the expiration. Should Customer terminate any part of the application(s) and or service(s) the remaining balance will immediately become due. Should Customer terminate any part of the application(s) and or service(s) a new Service(s) Agreement will need to be signed. Upon expiration of the Initial Term, this Agreement shall automatically renew for successive one (1) year terms unless either party provide notice of termination or non-renewal no less that sixty (60) days prior to expiration of the then-current term.

Upon termination of this Agreement, iWorQ will discontinue all application(s) and or service(s); iWorQ will provide customer with an electronic copy of all of Customer's data, if requested by the Customer (within 3-5 business days).

During the term of the Agreement, the Customer may request a copy of all of Customer's data, which shall be provided to Customer for a cost of no more than $2500 per copy. Please note, if Customer is not in compliance with the material terms and conditions of this Agreement, iWorQ will not be required to provide Customer with the data.

8. ACCEPTABLE USE:

Customer represents and warrants that the application(s) and service(s) will only be used for lawful purposes, in a manner allowed by law, and in accordance with reasonable operating rules, and policies, terms, and procedures. iWorQ may restrict access to users upon misuse of application(s) and service(s).

9. MISCELLANEOUS PROVISIONS:

This Agreement will be governed by and construed in accordance with the laws of the State of Utah.

Customer recognizes that iWorQ Systems is a software company located in Utah. Any changes to this section, including changes to the Venue or Forum, will be subject to an increase in their annual pricing.

10. CUSTOMER IMPLEMENTATION INFORMATION:

Primary Implementation Contact _____ Title _____

Office Phone _____ Cell _____ Email _____

Secondary Implementation Contact _____ Title _____

Office Phone _____ Cell _____ Email _____

11. CUSTOMER BILLING INFORMATION:

Billing Contact _____ Title _____

Office Phone _____ Cell _____ Email _____

PO# _____ (if required) Tax Exempt ID # _____

12. ACCEPTANCE:

The effective date of this Agreement is listed below. Authorized representative of Customer and iWorQ have read the Agreement and agree and accept all the terms.

Signature _____ Effective Date: _____

Printed Name _____

Title _____

Office Number _____

Cell Number _____

iWorQ Service(s) Agreement
APPENDIX A

iWorQ Cost Proposal

Griffin	**Population- 22928**
PO Box T **Griffin, GA 30223**	**Prepared by: Nathan Romrell**

Annual Subscription Fees

Application(s) and Service(s)	Package Price	Billing
Community Development Enterprise Package *Permit Management *Code Enforcement *Portal Home *Online credit/debit card processing integrated with iWorQ. -Configurable portal for ease of applying for permits, tracking current permits, and paying fees online -Allows for submitting code enforcement issues online and viewing code cases -Messaging feature for easy interaction with citizens -Built-in automatic workflow capabilities -iWorQ Notifications included -Inspection and plan review tracking -Track permits and cases with customizable reporting -3 Scheduled Reports -Includes access to 21 standard database driven web form templates and 3 custom database web forms for Portal Home -Includes unlimited access to 15 letter templates and 3 custom letters -OpenStreetMap tracking abilities with quarterly updates GIS REST Services - iWorQ will be able to publish your agency's ESRI REST Services monthly if the following conditions are met: 1. The Rest Service URL is either a public access URL or the agency will allow iWorQ to be added to the user group of that data. a. User Group must have permission settings set to allow root access to pull the data. 2. The Rest Service data contains the information needed for system functionality and field types match. a. The format of that data must conform to iWorQ Systems *Note: If configuration changes (i.e. FTP location, name format, field changes, or interval for published updates) iWorQ will charge a minimum fee of $500 with each additional hour to accommodate new configuration changes.	**$11,800.00**	Annual
License Management - Available on any computer, tablet, or mobile device using Chrome browser - Licensing for business, alcohol, liquor, etc. - Free letters and / or permits utilizing iWorQ's template library, and up to 3 custom letters. - Reminder letter generation -Online Renewal Capabilities	**$3,200.00**	Annual
Subscription Fee Total (This amount will be invoiced each year)	**$15,000.00**	

One-Time Setup, GIS integration, and Data Conversion Fees

Service(s)	Full Price Cost	Package Price	Billing

NOTES SERVICE(S) DESCRIPTION

I. Invoice for the (Annual Subscription Fee Total + One-Time Total) will be sent out 2 weeks after signature and Effective Date

II. This subscription Fee and Agreement have been provided at the Customer's request and is valid for 25 days

III. This cost proposal cannot be disclosed or used to compete with other companies.

IV. This agreement combines existing services totaling $11,200 with proposed added services (Webform template library, workflows, notifications, scheduled reporting, and GIS REST) totaling $3,800 for a combined annual total of $15,000. Added services may be prorated.

RESOLUTION

A RESOLUTION TO AMEND THE FISCAL YEAR 2025-2026 OPERATING & CAPITAL BUDGET IN THE AMOUNT OF $83,576.76

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

WHEREAS, on June 10, 2025, the Board of City Commissioners adopted the Fiscal Year 2025-2026 Operating & Capital Budget; and

WHEREAS, the Board of City Commissioners approve amending the City of Griffin's General Fund Fiscal Year 2025-2026 Operating and Capital Budget by appropriating $83,576.76 for Technology Services Expense in the Planning and Development Division for Fiscal Year 2026, for the purpose set forth below; and

BE IT RESOLVED by the Board of City Commissioners, this 9th day of December 2025, that the Fiscal Year 2025-2026 Operating & Capital Budget be, and is hereby, amended in the amount of $83,576.76 as follows:

GENERAL FUND – Planning & Development Division

INCREASE EXPENSE		
101-6210-52-2211-0000	IT Managed Repair & Maintenance Services	83,576.76

Use of Fund Balance Implied

_____

Douglas Hollberg, Mayor

_____

Jessica O'Connor, Secretary

Justification -- Recommendation to Purchase

Type of Purchase (Bid#/Quote#/PO): Quote

Date (Bid Open or Date Submitted):

Title or Description: Permitting, Case Management, and Tax & Licensing Software

Recommended Supplier

Company Name: Carahsoft Technology Corp

City, State: Reston, Virginia

Award/PO Amount: $99,576.76

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. City Tech - Does not offer a Tax & Licensing module
Quote #2. Tyler - Did not give quote for unlimited forms, unlimited users, or a site license
Quote #3. OpenGov / Carahsoft - Quote included Tax and Licensing, unlimited forms,
unlimited users, and will also add a case management component
Quote #4 iWorQ - Current vendor does not satisfy the growing needs of Planning and
Development
Justification Statement: OpenGov / Carahsoft offers a comprehensive software
which will streamline permitting, civil and building plan review, case management,
and Tax & Licensing processes. Unlimited users and unlimited forms will allow other
departments within the city to utilitize and benefit from the software.

Griffin SeeClickFix Integration

Task: Integrate the CityTech Code app with the City of Griffin's SeeClickFix app. This will allow City of Griffin constituents the ability to submit code enforcement complaints from their city's app and into the CityTech Code app for Code Officer investigation.

Below is a breakdown of tasks, hours and costs for the integration.

Core pieces needed: 96 hours

- New table in Code (Complaint or Submission)
  - Fields:
    - Standard table fields
    - JSON field to render in web viewer
- New Layouts (desktop/web & mobile)
  - List view
  - Detail view
    - Web viewer will have links to open media in browser.
  - Utility: Blank
- Scripts
  - Reverse geocode address from coordinates if needed (existing script)
  - Edit submission status
  - Accept as Case
    - Create case
    - Add/Create contact (if available)
    - Store media in Container
  - Comment (optional depending on API used and if enabled)
    - Send comment/message to reporting user
    - Read new reporting user comments
    - Alert Code user to new messages?
  - Fetch Submissions via API
    - Submissions that are new/open
    - Submissions that have an appropriate service code for Code
    - Submissions that have been recently updated
- API key handling
  - Continue using dependency on Permits Config
- Testing

API Specific Needs

SeeClickFix APIv2 work: 38 hours + 12 hours to add comments

- Comments are supported
- Status is open, acknowledged, closed or archived
- Value list for request type or pull from API for each submission
- Support image and video
- More complex JSON to Case field mapping
    - Decide how all data submitted might end up on the Code report.
- Supports polling our system for updates if we make an endpoint available

Open311 API 25 hours – Check if City wants to use this API instead

- *Comments are not supported*
- *Status is Open or Closed only*
- *Post request data format*
    - *Content-Type: application/x-www-form-urlencoded; charset=utf-8*
- *All date/time data is ISO 8601*
    - *1994-11-05T08:15:30-05:00 or 1994-11-05T13:15:30Z*
- *Response limit*
    - *Default query limit is a span of 90 days or first 1000 requests returned, whichever is smallest.*

Cost Proposal

Task	Hours	Cost
CityTech App Development	96	$13,800
40% CityTech Discount		*-$5,520*
SeeClickFix API Integration	50	$7,500
Total	**146**	**$15,780**

Quoted By:	Kerry Robillard
Quote Expiration:	09/30/25
Quote Name:	City of Griffin-ERP-Munis
Quote Description:	Financials ERP

Sales Quotation For:
City of Griffin
100 S Hill St
Griffin GA 30223-3402

Shipping Address:

Tyler License Fees and Related Services

Description	Qty	License	Hours	Module Total	Year One Maintenance
Financial Management					
Accounting	1	$ 36,608.00	112	$ 36,608.00	$ 6,589.00
Accounts Payable	1	$ 10,547.00	32	$ 10,547.00	$ 1,898.00
Bid Management	1	$ 4,037.00	24	$ 4,037.00	$ 727.00
Budgeting	1	$ 10,547.00	48	$ 10,547.00	$ 1,898.00
Capital Assets	1	$ 8,888.00	40	$ 8,888.00	$ 1,600.00
Cash Management	1	$ 6,053.00	28	$ 6,053.00	$ 1,090.00
Contract Management	1	$ 3,993.00	24	$ 3,993.00	$ 719.00
Inventory	1	$ 8,253.00	40	$ 8,253.00	$ 1,486.00
Project & Grant Accounting	1	$ 7,104.00	32	$ 7,104.00	$ 1,279.00
Purchasing	1	$ 15,302.00	80	$ 15,302.00	$ 2,754.00
Revenue Management					
Accounts Receivable	1	$ 7,759.00	64	$ 7,759.00	$ 1,397.00
Cashiering	1	$ 13,309.00	40	$ 13,309.00	$ 2,396.00
General Billing	1	$ 5,171.00	32	$ 5,171.00	$ 931.00
Content Management					
Content Manager Core includes Onboarding	1	$ 18,000.00	32	$ 18,000.00	$ 3,240.00
Civic Services					

Subject to Approval

Business Management API Toolkit	1	$ 14,094.00	0	$ 14,094.00	$ 2,819.00
Business Management Suite	5	$ 10,500.00	112	$ 10,500.00	$ 2,100.00
Civic Access - Business Management	1	$ 12,559.00	24	$ 12,559.00	$ 2,512.00
Civic Access - Community Development	1	$ 12,559.00	24	$ 12,559.00	$ 2,512.00
Community Development API Toolkit	1	$ 14,094.00	64	$ 14,094.00	$ 2,819.00
Community Development Suite	13	$ 27,300.00	248	$ 27,300.00	$ 5,460.00
e-Reviews	1	$ 19,057.00	80	$ 19,057.00	$ 3,811.00
Enterprise Permitting & Licensing Core Foundation Bundle	1	$ 4,000.00	16	$ 4,000.00	$ 800.00
Enterprise Permitting & Licensing Mobile	1	$ 700.00	16	$ 700.00	$ 140.00
Enterprise Permitting & Licensing View Only License	1	$ 699.00	0	$ 699.00	$ 140.00
Report Toolkit	1	$ 3,869.00	0	$ 3,869.00	$ 774.00
Additional					
Enterprise Forms Processing (including Common Form Set)	1	$ 8,583.00	0	$ 8,583.00	$ 1,717.00
GIS	1	$ 500.00	8	$ 500.00	$ 100.00
Integrations					
API Toolkit Bundle	1	$ 44,767.00	24	$ 44,767.00	$ 8,953.00
TOTAL		**$ 328,852.00**	**1244**	**$ 328,852.00**	**$ 62,661.00**

Tyler SaaS and Related Services

Description	Qty	Imp. Hours	Annual Fee
Financial Management			
eProcurement (Vendor Access and Punch-Out)	1	24	$ 2,900.00
Civic Services			
Decision Engine	1	8	$ 7,000.00
Enterprise Permitting & Licensing Advanced Automation Bundle	1	8	$ 4,439.00
Data Insights			
Enterprise Analytics and Reporting w Executive Insights	1	80	$ 10,266.00
Integrations			
SnapLogic - Up to 5 Integrations	1	50	$ 4,000.00

Subject to Approval

TOTAL	**170**		**$ 28,605.00**

Professional Services

Description	Quantity	Unit Price	Ext Discount	Extended Price	Maintenance
Capital Assets Import Hours	12	$ 175.00	$ 0.00	$ 2,100.00	$ 0.00
COA Import Hours	12	$ 175.00	$ 0.00	$ 2,100.00	$ 0.00
Executive Insights Implementation	1	$ 4,800.00	$ 0.00	$ 4,800.00	$ 0.00
Install Fee - New Server Install - Incl Enterprise Forms Configuration	1	$ 7,500.00	$ 0.00	$ 7,500.00	$ 0.00
Conversions – See Detailed Breakdown Below				$ 49,020.00	$ 0.00
Project Management	180	$ 155.00	$ 0.00	$ 27,900.00	$ 0.00
Onsite Implementation	384	$ 155.00	$ 0.00	$ 59,520.00	$ 0.00
Remote Implementation	1030	$ 155.00	$ 0.00	$ 159,650.00	$ 0.00
TOTAL				**$ 312,590.00**	**$ 0.00**

Payments

	List Price	Service %	Min	Basis Points	Rate	Cap	POS	Online	IVR
Payments - Other Fees									
Client eCheck Cost	$ 1.95								
Payer eCheck Cost	$ 1.95								
Credit Card Chargebacks	$ 15.00								
eCheck Rejects	$ 5.00								

Payer eCheck Cost Per electronic check transaction.

eCheck Rejects When an eCheck transaction comes back as declined (e.g bounced check)

Credit Card Chargebacks If a card payer disputes a transaction at the card issuing bank (e.g. stolen card)

Client eCheck Cost Per electronic check transaction.

Subject to Approval

Payments

Your use of Payments and any related items included on this order is subject to the terms found at: https://www.tylertech.com/terms/payment-card-processing-agreement. By signing this order or the agreement in which it is included, you agree you have read, understand, and agree to such terms. Please see attached Payments fee schedule.

Tyler Fees per Transaction

Description	Net Unit Price
Payments	
Enterprise ERP Payments	
Enterprise Permitting & Licensing Payments	

3rd Party Hardware, Software and Services

Description	Qty	Unit Price	Unit Discount	Total Price	Unit Maint/SaaS	Unit Maint/SaaS Discount	Total Maint/SaaS
Cash Drawer	1	$ 260.00	$ 0.00	$ 260.00	$ 0.00	$ 0.00	$ 0.00
Hand Held Scanner - Model 1960GSR	1	$ 475.00	$ 0.00	$ 475.00	$ 0.00	$ 0.00	$ 0.00
Hand Held Scanner Stand	1	$ 30.00	$ 0.00	$ 30.00	$ 0.00	$ 0.00	$ 0.00
Printer (TM-S9000II)	1	$ 1,623.00	$ 0.00	$ 1,623.00	$ 0.00	$ 0.00	$ 0.00
TOTAL				**$ 2,388.00**			**$ 0.00**

Summary	**One Time Fees**	**Recurring Fees**
Total Tyler License Fees	$ 328,852.00	$ 62,661.00
Total SaaS	$ 0.00	$ 28,605.00
Total Tyler Services	$ 312,590.00	$ 0.00
Total Third-Party Hardware, Software, Services	$ 2,388.00	$ 0.00
Summary Total	**$ 643,830.00**	**$ 91,266.00**

Estimated Travel Expenses excl in Contract Total **$ 21,920.00**

Subject to Approval

Client's purchase of the items listed above is subject to the Comments below
Unless otherwise indicated in the contract or amendment thereto, pricing for optional items will be held
For six (6) months from the Quote date or the Effective Date of the Contract, whichever is later.

Customer Approval: _____ Date: _____

Print Name: _____ P.O.#: _____

All Primary values quoted in US Dollars

Detailed Breakdown of Conversions (Included in Summary Total)

Description	Qty	Unit Price	Unit Discount	Extended Price
Conversions				
Business Management	1	$ 8,225.00	$ 0.00	$ 8,225.00
Community Development	1	$ 10,575.00	$ 0.00	$ 10,575.00
Financials				
Accounting	1	$ 4,000.00	$ 0.00	$ 4,000.00
Accounts Payable	1	$ 6,200.00	$ 0.00	$ 6,200.00
Contracts	1	$ 3,000.00	$ 0.00	$ 3,000.00
Inventory	1	$ 3,240.00	$ 0.00	$ 3,240.00
Project Accounting	1	$ 4,000.00	$ 0.00	$ 4,000.00
Purchase Orders	1	$ 3,600.00	$ 0.00	$ 3,600.00
Revenue Management				
General Billing	1	$ 6,180.00	$ 0.00	$ 6,180.00
TOTAL				**$ 49,020.00**

Optional Tyler License Fees and Related Services

Description	Qty	License	Hours	Module Total	Year One Maintenance
Financial Management					
Assets Mobile	1	$ 6,195.00	16	$ 6,195.00	$ 1,239.00

Subject to Approval

Inventory Mobile		1	$ 6,195.00	16	$ 6,195.00	$ 1,239.00
	TOTAL		**$ 12,390.00**	**32**	**$ 12,390.00**	**$ 2,478.00**

Optional Professional Services

Description	Quantity	Unit Price	Ext. Discount	Extended Price	Maintenance
Onsite Implementation	8	$ 155.00	$ 0.00	$ 1,240.00	$ 0.00
Remote Implementation	24	$ 155.00	$ 0.00	$ 3,720.00	$ 0.00
TOTAL				**$ 4,960.00**	**$ 0.00**

Comments

Tyler's quote contains estimates of the amount of services needed, based on our preliminary understanding of the scope, level of engagement, and timeline as defined in the Statement of Work (SOW) for your project. The actual amount of services required may vary, based on these factors.

Tyler's pricing is based on the scope of proposed products and services contracted from Tyler. Should portions of the scope of products or services be altered by the Client, Tyler reserves the right to adjust prices for the remaining scope accordingly.

Unless otherwise noted, prices submitted in the quote do not include travel expenses incurred in accordance with Tyler's then-current Business Travel Policy.

Tyler's prices do not include applicable local, city or federal sales, use excise, personal property or other similar taxes or duties, which you are responsible for determining and remitting. Installations are completed remotely but can be done onsite upon request at an additional cost.

In the event Client cancels services less than four (4) weeks in advance, Client is liable to Tyler for (i) all non-refundable expenses incurred by Tyler on Client's behalf; and (ii) daily fees associated with the cancelled services if Tyler is unable to re-assign its personnel.

The Implementation Hours included in this quote assume a work split effort of 70% Client and 30% Tyler.

Subject to Approval

Implementation Hours are scheduled and delivered in four (4) or eight (8) hour increments.

Tyler provides onsite training for a maximum of 12 people per class. In the event that more than 12 users wish to participate in a training class or more than one occurrence of a class is needed, Tyler will either provide additional days at then-current rates for training or Tyler will utilize a Train-the-Trainer approach whereby the client designated attendees of the initial training can thereafter train the remaining users.

As a new Tyler client, you are entitled to a 14-day or a 30-day trial of the Managed Detection and Response cybersecurity service. Please reference https://www.tylertech.com/services/tyler-detect for more information on the service and contact CybersecuritySales@tylertech.com to initiate the trial.

Tyler currently supports the following identity providers (IdP's) for use with Tyler back-office solutions: Microsoft Active Directory through Azure AD, ADFS or Okta AD agent, Google Cloud Identity, Okta, and Identity Automation Rapid Identity. Any requirement by you to use an IdP not supported by Tyler will require additional costs, available upon request.

Business Management: Tyler leads and owns the "Assess and Define" and "Configuration" of 1 unique business transactions, 1 template business transactions, 1 geo-rules and 1 automation events. Configuration elements beyond this will be omned by the client.

Community Development: Tyler leads and owns the "Assess and Define" and "Configuration" 2 unique business transactions, 2 template business transactions, 1 geo-rules and 1 automation events. Configuration elements beyond this will be owned by the client.

Financial library includes: standard A/P check, standard EFT/ACH, standard Purchase order, standard Contract, 1099M, 1099INT, 1099S, 1099NEC and 1099G.

General Billing library includes: standard invoice, standard statement, standard general billing receipt and standard miscellaneous receipt.

Standard Project Management responsibilities include project plan creation, initial stakeholder presentation, bi-weekly status calls, updating of project plan task statuses, and go-live planning activities.

Your rights, and the rights of any of your end users, to use Tyler's Data & Insights SaaS Services, or certain Tyler solutions which include Tyler's Data & Insights data platform, are subject to the Terms of Services, available at https://www.tylertech.com/terms/data-insights-saas-services-terms-of-service. By signing this sales quotation, or accessing, installing, or using any of the Tyler solutions listed at the linked terms, you certify that you have reviewed, understand, and agree to said terms.

Accounting conversion includes: Actuals (total balances only) up to 5 years, Budgets (total balances only) up to 5 years

Accounts Payable conversion includes: Standard - Vendors, Remit Addresses, 1099 Amounts, Check History(Header, Detail) - up to 5 years, Invoices (Header, Detail) - up to 5 years

Subject to Approval

Contracts conversion includes: Standard

General Billing conversion includes: Standard - CID, Recurring Invoices, Bills(Header, Detail), Payment History, Invoices - up to 5 years

Project Accounting conversion includes: Standard, Actuals - up to 5 years, Budgets - up to 5 years

Purchase Orders conversion includes: Standard - Open POs, Closed POs - up to 5 years

In the event Client acquires from Tyler any edition of Content Manager software other than Enterprise Edition, the license for Content Manager is restricted to use with Tyler applications only. If Client wishes to use Content Manager software with non-Tyler applications, Client must purchase or upgrade to Content Manager Enterprise Edition.

Your use of Payments and any related items included on this order is subject to the terms found at: https://www.tylertech.com/terms/payment-card-processing-agreement. By signing this order or the agreement in which it is included, you agree you have read, understand, and agree to such terms. Please see attached Payments fee schedule.

Inventory conversion includes: Standard - Master

Each API Toolkit or Connector comes with 8 free hours of API Development Consulting hours. Each API Bundle comes with 16 free API Development Consulting hours. Additional hours can be purchased beyond this standard offering.

Tyler's form library prices are based on the actual form quantities listed, and assume the forms will be provided according to the standard Enterprise ERP form template. Any forms in addition to the quoted amounts and types, including custom forms or forms that otherwise require custom programming, are subject to an additional fee. Please also note that use of the Tyler Forms functionality requires the use of approved printers as well. You may contact Tyler's support team for the most current list of approved printers. Any forms included in this quote are based on the standard form templates provided. Custom forms, additional forms and any custom programming are subject to additional fees not included in this quote. The additional fees would be quoted at the time of request, generally during the implementation of the forms. Please note that the form solution provided requires the use of approved printers. You may contact Tyler's support team for the most current list of approved printers.

false

Subject to Approval

PRICE QUOTATION

CARAHSOFT TECHNOLOGY CORP

11493 SUNSET HILLS ROAD | SUITE 100 | RESTON, VIRGINIA 20190
PHONE (703) 871-8500 | FAX (703) 871-8505 | TOLL FREE (888) 66CARAH
WWW.CARAHSOFT.COM | SALES@CARAHSOFT.COM

carahsoft.

TO: Gibb Cotton
CTO
City of Griffin
100 S Hill St
ITC - 4th Floor
Griffin, GA 30223 USA

EMAIL: gcotton@cityofgriffin.com

PHONE: (770) 233-2929

FROM: Nassim Driss
Carahsoft Technology Corp.
11493 Sunset Hills Road
Suite 100
Reston, Virginia 20190

EMAIL: Nassim.Driss@carahsoft.com

PHONE: (571) 662-3955 **FAX:** (703) 871-8505

TERMS:
Contract Number: 99999-SPD-T20190814-0001
NASPO Master Contract Number: AR2472
Contract Term: 08/14/2019 to 09/15/2026
Shipping Point: FOB Destination
Credit Cards: VISA/MasterCard/AMEX
Remit To: Same as Above
Payment Terms: Net 30 (On Approved Credit)
Sales Tax May Apply

QUOTE NO:	61351884
QUOTE DATE:	11/26/2025
QUOTE EXPIRES:	12/31/2025
RFQ NO:	
SHIPPING:	ESD
TOTAL PRICE:	$338,977.53
TOTAL QUOTE:	$338,977.53

LINE NO.	PART NO.	DESCRIPTION	LIST PRICE	QUOTE PRICE		QTY	EXTENDED PRICE
		TERM 1					
1	OG-SWCV-B100150M-AR-3Y-491	Autofill Interface - Between $100-150 Million - 3Y OpenGov, Inc. - OG-SWCV-B100150M-AR-3Y Start Date: 04/01/2026 End Date: 06/30/2026	$1,654.00	$146.54	COOP	2	$293.08
2	OG-SWCZ-B100150M-AR-3Y-491	Bluebeam Integration - Between $100-150 Million - 3Y OpenGov, Inc. - OG-SWCZ-B100150M-AR-3Y Start Date: 04/01/2026 End Date: 06/30/2026	$3,308.00	$292.99	COOP	1	$292.99
3	OG-TWCZ-B100150M-AR-3Y-491	Permitting and Licensing - Foundational Bundle - Between $100-150 Million - 3Y OpenGov, Inc. - OG-TWCZ-B100150M-AR-3Y Start Date: 04/01/2026 End Date: 06/30/2026	$9,840.00	$871.47	COOP	1	$871.47
4	OG-SWCI-B100150M-AR-3Y-491	Permitting & Licensing - Unlimited Service Areas - Between $100-150 Million - 3Y OpenGov, Inc. - OG-SWCI-B100150M-AR-3Y Start Date: 04/01/2026 End Date: 06/30/2026	$152,399.00	$16,478.18	COOP	1	$16,478.18
5	OG-TWEW-B100150M-OT-0Y-491	Professional Services Deployment - Fixed Fee - Between $100-150 Million - 0Y OpenGov, Inc. - OG-TWEW-B100150M-OT-0Y Start Date: 04/01/2026 End Date: 06/30/2026	$280.00	$213.72	COOP	382	$81,641.04
		TERM 1 SUBTOTAL:					$99,576.76
		TERM 2					
6	OG-SWCV-B100150M-AR-3Y-491	Autofill Interface - Between $100-150 Million - 3Y OpenGov, Inc. - OG-SWCV-B100150M-AR-3Y Start Date: 07/01/2026 End Date: 06/30/2027	$1,654.00	$615.44	COOP	2	$1,230.88
7	OG-SWCZ-B100150M-AR-3Y-491	Bluebeam Integration - Between $100-150 Million - 3Y OpenGov, Inc. - OG-SWCZ-B100150M-AR-3Y Start Date: 07/01/2026 End Date: 06/30/2027	$3,308.00	$1,230.55	COOP	1	$1,230.55

PRICE QUOTATION

CARAHSOFT TECHNOLOGY CORP

11493 SUNSET HILLS ROAD | SUITE 100 | RESTON, VIRGINIA 20190
PHONE (703) 871-8500 | FAX (703) 871-8505 | TOLL FREE (888) 66CARAH
WWW.CARAHSOFT.COM | SALES@CARAHSOFT.COM

carahsoft.

LINE NO.	PART NO.	DESCRIPTION	LIST PRICE	QUOTE PRICE		QTY	EXTENDED PRICE
8	OG-TWCZ-B100150M-AR-3Y-491	Permitting and Licensing - Foundational Bundle - Between $100-150 Million - 3Y OpenGov, Inc. - OG-TWCZ-B100150M-AR-3Y Start Date: 07/01/2026 End Date: 06/30/2027	$9,840.00	$3,660.18	COOP	1	$3,660.18
9	OG-SWCI-B100150M-AR-3Y-491	Permitting & Licensing - Unlimited Service Areas - Between $100-150 Million - 3Y OpenGov, Inc. - OG-SWCI-B100150M-AR-3Y Start Date: 07/01/2026 End Date: 06/30/2027	$152,399.00	$69,208.24	COOP	1	$69,208.24
10	OG-TWEW-B100150M-OT-0Y-491	Professional Services Deployment - Fixed Fee - Between $100-150 Million - 0Y OpenGov, Inc. - OG-TWEW-B100150M-OT-0Y Start Date: 07/01/2026 End Date: 06/30/2027	$280.00	$213.72	COOP	9	$1,923.48
		TERM 2 SUBTOTAL:					$77,253.33
		TERM 3					
11	OG-SWCV-B100150M-AR-3Y-491	Autofill Interface - Between $100-150 Million - 3Y OpenGov, Inc. - OG-SWCV-B100150M-AR-3Y Start Date: 07/01/2027 End Date: 06/30/2028	$1,654.00	$646.21	COOP	2	$1,292.42
12	OG-SWCZ-B100150M-AR-3Y-491	Bluebeam Integration - Between $100-150 Million - 3Y OpenGov, Inc. - OG-SWCZ-B100150M-AR-3Y Start Date: 07/01/2027 End Date: 06/30/2028	$3,308.00	$1,292.07	COOP	1	$1,292.07
13	OG-TWCZ-B100150M-AR-3Y-491	Permitting and Licensing - Foundational Bundle - Between $100-150 Million - 3Y OpenGov, Inc. - OG-TWCZ-B100150M-AR-3Y Start Date: 07/01/2027 End Date: 06/30/2028	$9,840.00	$3,843.21	COOP	1	$3,843.21
14	OG-SWCI-B100150M-AR-3Y-491	Permitting & Licensing - Unlimited Service Areas - Between $100-150 Million - 3Y OpenGov, Inc. - OG-SWCI-B100150M-AR-3Y Start Date: 07/01/2027 End Date: 06/30/2028	$152,399.00	$72,668.61	COOP	1	$72,668.61
		TERM 3 SUBTOTAL:					$79,096.31
		TERM 4					
15	OG-SWCV-B100150M-AR-3Y-491	Autofill Interface - Between $100-150 Million - 3Y OpenGov, Inc. - OG-SWCV-B100150M-AR-3Y Start Date: 07/01/2028 End Date: 06/30/2029	$1,654.00	$678.53	COOP	2	$1,357.06
16	OG-SWCZ-B100150M-AR-3Y-491	Bluebeam Integration - Between $100-150 Million - 3Y OpenGov, Inc. - OG-SWCZ-B100150M-AR-3Y Start Date: 07/01/2028 End Date: 06/30/2029	$3,308.00	$1,356.67	COOP	1	$1,356.67
17	OG-TWCZ-B100150M-AR-3Y-491	Permitting and Licensing - Foundational Bundle - Between $100-150 Million - 3Y OpenGov, Inc. - OG-TWCZ-B100150M-AR-3Y Start Date: 07/01/2028 End Date: 06/30/2029	$9,840.00	$4,035.35	COOP	1	$4,035.35
18	OG-SWCI-B100150M-AR-3Y-491	Permitting & Licensing - Unlimited Service Areas - Between $100-150 Million - 3Y OpenGov, Inc. - OG-SWCI-B100150M-AR-3Y Start Date: 07/01/2028 End Date: 06/30/2029	$152,399.00	$76,302.05	COOP	1	$76,302.05

PRICE QUOTATION

CARAHSOFT TECHNOLOGY CORP

11493 SUNSET HILLS ROAD | SUITE 100 | RESTON, VIRGINIA 20190
PHONE (703) 871-8500 | FAX (703) 871-8505 | TOLL FREE (888) 66CARAH
WWW.CARAHSOFT.COM | SALES@CARAHSOFT.COM

carahsoft.

LINE NO.	PART NO.	DESCRIPTION	LIST PRICE	QUOTE PRICE	QTY	EXTENDED PRICE
		TERM 4 SUBTOTAL:				$83,051.13
		SUBTOTAL:				$338,977.53
			TOTAL PRICE:			**$338,977.53**
			TOTAL QUOTE:			**$338,977.53**

Statement of Work

City of Griffin, GA

Creation Date: 12/1/2025
SoW Expiration Date:2/20/2026
Document Number: PS-08776.2
Created by: Josh Volpert

Table of Contents

OpenGov Statement of Work **3**
1. Project Scope and Understanding 3
2. Exhibits 3
3. OpenGov Responsibilities 3
4. Customer Responsibilities 3
5. Project Delivery 4
6. Estimated Schedule 4
7. Acceptance Procedure 4
8. Modifications 4
9. Communication and Escalation Procedure 5
Exhibit 1: Implementation Activities **6**
OpenGov Implementation Methodology Overview 6
Permitting & Licensing 6
Initiate 6
Validate 7
Configure 7
Train 11
Launch 11
Exhibit 2: Technical Requirements **13**
Permitting & Licensing Technical Requirements 13

OpenGov Statement of Work

1. Project Scope and Understanding

This Statement of Work ("SOW") outlines the Professional Services OpenGov will provide to the City of Griffin, GA ("Customer") under the applicable Order Form. Professional Services or technical requirements not listed in this SOW are out of scope.

2. Exhibits

The following exhibits are incorporated by reference and are part of this SOW:

2.1. Exhibit 1: Implementation Activities

2.1.1. Permitting & Licensing

2.2. Exhibit 2: Technical Requirements

2.2.1. Permitting & Licensing

3. OpenGov Responsibilities

OpenGov will provide a framework for planning, communication, progress tracking, and coordination for activities in Exhibit 1. In collaboration with Customer, OpenGov will develop and maintain the Project Plan. The "Project Plan" is a detailed, living document that defines how the project will be executed, including tasks, timelines, milestones, and team assignments. OpenGov will monitor progress against the Project Plan, coordinate adjustments to tasks and schedules as needed, and conduct status meetings as agreed to by the parties. OpenGov will provide weekly status reports, a Project Charter, and a RAID register (Risks, Actions, Issues, and Decisions). The "Project Charter" is a high-level document outlining the project's purpose, goals, key stakeholders, success criteria, and major milestones.

4. Customer Responsibilities

The Customer will appoint a primary point of contact with authority to make binding decisions ("Customer's Project Manager"). This person will coordinate internal resources, assign subject matter experts ("SMEs"), and oversee implementation. Responsibilities include attending status meetings, making timely decisions, providing requested information, escalating issues internally, and collaborating on the Project Plan and Change Order process, if applicable.

Customer acknowledges that the success of this project is contingent on its full participation. Customer must provide data within ten (10) business days of a request, maintain consistent data formats and access throughout the project, and allocate the necessary Customer resources and time to support deliverables and meet agreed-upon timelines.

5. Project Delivery

OpenGov will perform services under this SOW remotely. OpenGov may use a combination of OpenGov personnel and OpenGov-trained implementation partners to deliver the services described in this SOW.

6. Estimated Schedule

The specific timeline, including order of delivery of the suite(s), will be determined during the project planning activities in the Initiate Phase. Services are estimated to begin on 4/1/2026 . OpenGov reserves the right to adjust the schedule based on the availability of Customer or OpenGov resources, and the timeliness of deliverables provided by the Customer.

7. Acceptance Procedure

OpenGov will submit completed deliverables to the Customer's Project Manager for review. Within five (5) business days of receipt, the Customer's Project Manager will either provide written acceptance or a list of requested revisions. In the event there are requested revisions, the subsequent review period for acceptance will follow the same timeline until final acceptance. If Customer does not respond within this period, the deliverable will be deemed accepted. Once a deliverable is accepted, any requested changes will require a paid Change Order.

Acceptance milestones and review timelines will be tracked in the Project Plan. Both parties acknowledge that delays in task completion or unresolved issues may impact the project timeline. If OpenGov determines in good faith that Customer is not fulfilling its responsibilities under this SOW, OpenGov may place services on hold following a minimum of five (5) business days' written notice. The notice will specify the actions needed to progress the project. During the hold period, OpenGov may reallocate resources without penalty and will not be responsible for resulting delays.

8. Modifications

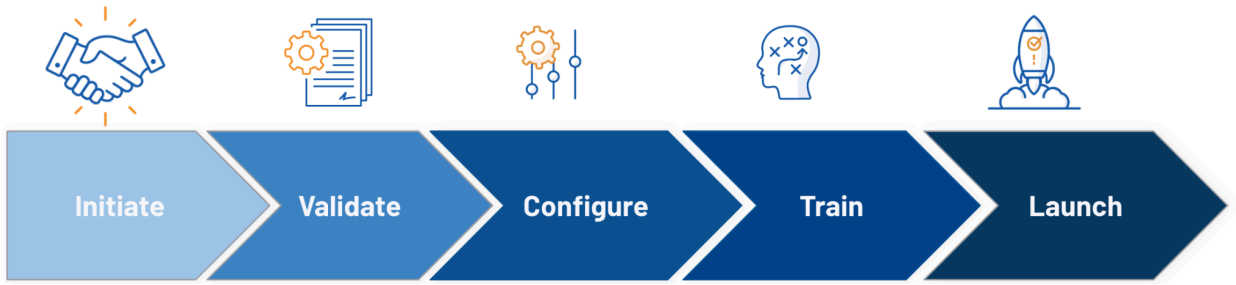
The fees and estimated timeline are based on the scope and assumptions in this SOW. If either party determines that a change to the scope is necessary, the parties will collaborate to define the required modification, which may result in fee adjustments based on OpenGov's standard rates. All modifications must be documented in a written Change Order and signed by both parties ("Change Order") . Examples of changes include revisions to the project timeline, deliverables, or resource allocation.

9. Communication and Escalation Procedure

OpenGov and Customer agree to maintain regular communication in alignment with the Project Plan to ensure progress, resolve questions promptly, and minimize risk. Both parties will raise any issues or concerns in a timely manner. If challenges are not resolved through standard project discussions, Customer and OpenGov Project Managers will escalate to their respective executive leadership teams to jointly determine a resolution and align on a path to successful implementation.

Exhibit 1: Implementation Activities

OpenGov Implementation Methodology Overview



Every OpenGov implementation follows a standardized five-phase methodology designed to ensure a structured and collaborative deployment. The phases are:

1. Initiate – OpenGov provisions access and performs initial system setup.
2. Validate – OpenGov works with the Customer to confirm requirements and review initial configurations.
3. Configure – OpenGov completes system configuration as outlined in this SOW.
4. Train – OpenGov provides training to system administrators and/or end users, as applicable.
5. Launch – OpenGov provides post-go-live support and transitions the Customer to OpenGov's Customer Success Team.

Each implementation is structured around these phases. Deliverables, sign-offs, and completion criteria are aligned to the relevant phase.

Permitting & Licensing

Use Cases for Permitting & Licensing:

- Building Permits & Inspectional Services
- Planning and Zoning
- Code Enforcement
- Licensing
- Public Works

Initiate

Provisioning Permitting & Licensing Platform

OpenGov will:

- OpenGov will provision Customer's OpenGov entity and verify Customer has access to all purchased modules.

Customer will:

- Confirm access to entity and modules.

Completion Criteria

- Customer verifies access to the site.

Data Initiation

OpenGov will:

- Provide the needed data and format to the customer.
- Discuss data needs for the foundational initiation of the software.
- Assign a Project Manager once the data has been collected.

Customer will:

- Provide the required data in a timely manner.

Completion Criteria

- Customer sign-off that the Integrations are complete and the data is being captured as planned.

Validate

Technical Project Review

OpenGov will:

- Provide up to one (1) one-hour working sessions at the beginning of the project to:
    - Review deliverables
    - Review technical requirements
    - Provide documentation on requirements and processes

OpenGov Assumptions:

- Customer will provide relevant data within two (2) weeks immediately following the kick-off meeting.

Customer will:

- Identify relevant participants for attendance.
- Confirm deliverables.
- Gather and provide relevant data for the project.

Completion Criteria

- Customer sign-off on project plan.

Configure

Record Types Deliverables

OpenGov will configure the following standard record types, including sub-types, drafts of Customer's record types in the Permitting & Licensing system including Form, Workflow, Output Document and Fees:

Building and Inspectional Services Service Area
Up to one (1) record types from the following list:
- Commercial Building Permit

Planning and Zoning Service Area
Up to one (1) record types from the following list:
- Administrative Variance

Code Enforcement Service Area
Up to two (2) record types from the following list:
- Code Complaint
- Code Violation

Licensing Service Area
Up to four (4) record types from the following list:
- Business License
- Alcohol License
- Alcohol Excise Tax
- Special Events Permit

Public Works Service Area
Up to one (1) record types from the following list:
- Right-of-Way Permit

Customer will:
- Attend working sessions to validate, review, and iterate upon draft records.
- Test all configured record types

Completion Criteria
- Customer sign-off that the Record Types have been configured. Sign-off will occur with each completed Record Type.

Data Deliverables

Master Address Table (MAT) Integration

OpenGov will:
- Provide a template file to be utilized by the Customer to populate MAT information.
- Import the completed template file and validate against the completed template file.

Customer will:
- Populate and validate the MAT template.

Completion Criteria
- Customer sign-off that the Master Address Table has been configured.

ESRI ArcGIS Server Integration

OpenGov will:

- Integrate with the Customer's ArcGIS public API endpoint.

Completion Criteria

- Customer sign-off on the ESRI Integration.

GIS Flag Integration

OpenGov will:

- Provide a template file to be utilized by the Customer to populate GIS Flag information.
- Import the populated template file after acceptance.
- Enable the GIS Flag Integration.

Customer will:

- Populate and validate the flag template file.

Completion Criteria

- Customer sign-off on the GIS Flag Integration.

Accounting and Finance Export

OpenGov will:

- Provide an export of financial data, based on the Customer's provided format, to the Customer's FTPS as often as nightly.

Customer will:

- Agree upon specifications prior to export.

Completion Criteria

- Customer sign-off on the Accounting and Finance Export.

Autofill Integration

OpenGov will:

- Provide up to three (3) Autofills, using source data from OpenGov or provided by the Customer.

Customer will:

- Provide the source data, if applicable.
- Agree upon specifications prior to upload.

Completion Criteria

- Customer sign-off on the Autofill Integration.

Bluebeam Studio Prime Integration

OpenGov will:

- Enable Bluebeam Studio Prime integration
- Provide instructions on how to connect Bluebeam Studio Prime.

Customer will:

- Provide Bluebeam Studio prime license(s).
- Handle licensing and training with Bluebeam directly.

Completion Criteria

- Customer sign-off on the Bluebeam Integration.

Single Sign On (SSO) Integration

OpenGov will:

- Provide the SSO enablement form.
- Implement identity provider initiated SSO for Microsoft ADFS, Microsoft Azure AD, or Okta.

Customer will:

- Complete the SSO enablement form.
- Provide the information from the identity provided required to establish SAML or HTTPS certification and add OpenGov as a new application in the identity provider.

Completion Criteria

- Customer sign-off on the SSO Integration.

Data Migration

OpenGov will:

- Perform historic data migration from iWorq using flat files provided by and mapped by the customer.
- Set up historical record types, historical data will be migrated prior to the initial data load.
- Provide a report of unmatched locations
- Provide instructions for customer validation of data migration.
- Provide up to one (1) initial load, two (2) format changes, and one (1) final load.

Customer will:

- Complete the OpenGov provided data templates within three (3) weeks of request.
- Validate data deliverables within three (3) weeks of request.
- Configure Record Types to align with the Project Plan's Go Live and cutover to ensure the migration encompasses all records from the legacy system.
- Sign off prior to final data load. Additional format changes will result in a Change Order.

OpenGov Assumptions:

- Data Migration does not exceed 250,000 records.
- Data Migration does not include database backup files.
- Data Migration does not include cleansing of corrupt data, creation or linking of applicant accounts, integration of historical fees and payments into workflow or financial reports, logs of permit changes, migration of data into the workflow, permit attachments, import of contractor database, or hierarchical relationships between records.

Completion Criteria

- Customer sign-off on data prior to final data load.

Document Migration

OpenGov will:

- Migrate documents attached to either migrated permits or locations provided through a Master Address Table (MAT) integration.

OpenGov Assumptions:

- Document Migration does not exceed 1TB.

Completion Criteria

- Customer sign-off that the Document Migration has been completed.

Train

Administrator Training

OpenGov will:

- Provide up to twelve (12) hours of Permitting & Licensing system administrator training to enable system administrators on the following topics:
    - Setting up the public portal
    - Employee app settings
    - Creating and editing record types
    - Managing Forms
    - Editing Documents
    - Creating Workflows
    - Setting up Inspections
    - Reporting & Transparency
        - Download and upload data
        - How to create reports and dashboards
    - Mobile app

Customer will:

- Identify the relevant participants to attend each training session.

Completion Criteria

- Administrator Training has been conducted.

End User Training

OpenGov will:

- Provide up to twenty (20) hours of end-user trainings designed for Plan Review, Inspectors, Finance Staff, etc. to cover the following topics:
    - Navigation of the system
    - Manage inbox and tasks
    - Take payments
    - Conduct inspections
    - Create records
    - Mobile app

Customer will:

- Identify the relevant participants to attend each training session.

Completion Criteria

- End User Training has been conducted.

Launch

HyperAdopt

OpenGov will:

- Provide up to eight (8) hours of HyperAdopt support from the OpenGov Project Team post Go-Live to ensure successful adoption.

Customer will:

- Identify issues and attend sessions

Completion Criteria

- Customer sign-off that the project has been completed.

Exhibit 2: Technical Requirements

Permitting & Licensing Technical Requirements

Master Address Table

- All addresses must have a unique ID
- Flat file, .csv, .xls, .xlsx, .txt with headers
- Parcels and address points recommended
- Recommended source data: Esri GIS, Alternative source options include: Assessor's database, E911

ESRI ArcGIS

- A single publicly-accessible secure ESRI REST API URL

ArcGIS Flags

- Polygon Layer(s) via ESRI REST API URL, Polylines and points are not supported
- Flags will be populated via the same Publicly-accessible secure ESRI REST API URL as provided for the ESRI ArcGIS integration.

Financial and Record Exports

- Required format (columns) and sample document

Autofills using Customer source data

- Flat file, .csv, .xls, .xlsx, .txt with headers

Bluebeam Studio Prime

- Bluebeam Studio Prime license(s)

Current application forms, workflows, fee structures, and output documents

- PDF, Word, .csv, .xls, .xlsx with headers

Historical Data

- Flat file, .csv, .xlsx with headers
- Record type and status mapping using OpenGov template

Historical Documents

- Flat file, .csv, .xlsx with headers
- One row per document. All rows must be tied back to the MAT's unique ID field and have a file path or publicly accessible URL.
- Special characters, outside of the following list, are not supported and will be removed from file names upon migration to OpenGov.
    - Alphanumeric characters
        - A-z
        - A-Z
        - 0-9

    - Special characters
        - Exclamation point (!)
        - Hyphen (-)
        - Underscore (_)
        - Period (.)
        - Asterisk (*)
        - Single quote (')
        - Open parenthesis (()
        - Close parenthesis ())

SSO

- SAML or HTTPS certificate, Whitelist OpenGov in Customer VPN or firewall

IWORQ SERVICE(S) AGREEMENT

For iWorQ application(s) and service(s)

Griffin hereafter known as ("Customer"), enters into THIS SERVICE(S) AGREEMENT ("Agreement") with iWorQ Systems Inc. ("iWorQ") with its principal place of business 1125 West 400 North, Suite 102, Logan, Utah 84321.

1. SOFTWARE AS A SERVICE (SaaS) TERMS OF ACCESS:

iWorQ grants Customer a non-exclusive, non-transferable limited access to use iWorQ service(s), application(s) on iWorQ's authorize website for the fee(s) and terms listed in Appendix A. This agreement will govern all application(s) and service(s) listed in the Appendix A.

2. CUSTOMER RESPONSIBILITY:

Customer acknowledges that they are receiving only a limited subscription to use the application(s), service(s), and related documentation, if any, and shall obtain no titles, ownership nor any rights in or to the application(s), service(s), and related documentation, all of which title and rights shall remain with iWorQ. Customer shall not permit any user to reproduce, copy, or reverse engineer any of the application(s), service(s) and related documentation.

iWorQ is not responsible for the content entered into iWorQ's database or uploaded as a document or image.

3. TRAINING AND IMPLEMENTATION:

Customer agrees to provide the time, resources, and personnel to implement iWorQ's service(s) and application(s). iWorQ will assign a senior account manager and an account management team to implement service(s) and application(s). Typical implementation will take less than 60 days. iWorQ account managers will call twice per week, provide remote training once per week, and send weekly summary emails to the customer implementation team. iWorQ can provide project management and implementation document upon request.

iWorQ will do ONE import of the Customer's data. This import consists of importing data, sent by the Customer, in an electronic relational database format.

Customer must have clear ownership of all forms, letters, inspections, checklists, and data sent to iWorQ.

4. CUSTOMER DATA:

Customer data will be stored on AWS GovCloud. iWorQ will use commercially reasonable efforts to backup, store and manage Customer data. iWorQ does backups twice per week and offsite backups twice per week. The subscription will renew each year on the anniversary date of this Agreement unless terminated (see 7. TERMINATION).

Customer can run reports and export data from iWorQ application(s) at any time.

Customer can pay iWorQ for additional data management service(s), onsite backups, application(s) and other service(s).

Data upload and storage is provided to every Customer. This includes uploading files up to 25MB and 100GB of managed data storage on AWS GovCloud. Additional upload file sizes and managed data storage sizes can be provided based on the application(s) and service(s) listed in Appendix A.

Customer can upload and store images with personal information like driver's license, and more. This Data can be used by the customer to complete the permitting, licensing, or code enforcement processes. Customer understands that the data must be uploaded and stored in the Sensitive Data Upload section of the iWorQ software for access and security purposes.

iWorQ is not responsible: (1) For the content entered into iWorQ's database, (2) For images or documents scanned locally and uploaded by the iWorQ users, (3) For documents or images uploaded by citizens over the web, and (4) For backup data sent to the Customer by iWorQ.

5. CUSTOMER SUPPORT:

Customer support and training are FREE and available Monday-Friday, from 6:00 A.M. to 5:00 P.M. MST, for any authorized user with a login. iWorQ provides unlimited remote Customer training (through webinars), phone support, help files, and documentation. Basic support request is typically handled the same day. iWorQ provides "Service NOT Software".

6. BILLING:

iWorQ will invoice Customer on an annual basis. iWorQ will send invoice by mail and by email to the address(s) listed in Appendix A. Terms of the invoice are net 30 days from the date of the invoice. Any billing changes will require that a new Service(s) Agreement be signed by Customer.

Any additional costs imposed by the Customer including business licenses, fees, or taxes will be added to the Customer's invoice yearly. Support and services fees may increase in subsequent years but will increase no more than 5% per year.

Customer pricing is based on a 3 Year Term and reflects a discounted annual price. Changes to the Term or the Termination Policy (Section 7. Termination:), will affect the annual pricing and could double your annual cost. Customer reserves the right to pay the 3 Year Term upfront to secure discounted annual pricing.

7. TERMINATION:

Prior to the expiration of the initial 3-YEAR TERM (the "Initial Term"), either party may terminate this Agreement, by providing the other party with a Sixty (60) days' written notice prior to the effective date of the expiration. Should Customer terminate any part of the application(s) and or service(s) the remaining balance will immediately become due. Should Customer terminate any part of the application(s) and or service(s) a new Service(s) Agreement will need to be signed. Upon expiration of the Initial Term, this Agreement shall automatically renew for successive one (1) year terms unless either party provide notice of termination or non-renewal no less that sixty (60) days prior to expiration of the then-current term.

Upon termination of this Agreement, iWorQ will discontinue all application(s) and or service(s); iWorQ will provide customer with an electronic copy of all of Customer's data, if requested by the Customer (within 3-5 business days).

During the term of the Agreement, the Customer may request a copy of all of Customer's data, which shall be provided to Customer for a cost of no more than $2500 per copy. Please note, if Customer is not in compliance with the material terms and conditions of this Agreement, iWorQ will not be required to provide Customer with the data.

8. ACCEPTABLE USE:

Customer represents and warrants that the application(s) and service(s) will only be used for lawful purposes, in a manner allowed by law, and in accordance with reasonable operating rules, and policies, terms, and procedures. iWorQ may restrict access to users upon misuse of application(s) and service(s).

9. MISCELLANEOUS PROVISIONS:

This Agreement will be governed by and construed in accordance with the laws of the State of Utah.

Customer recognizes that iWorQ Systems is a software company located in Utah. Any changes to this section, including changes to the Venue or Forum, will be subject to an increase in their annual pricing.

10. CUSTOMER IMPLEMENTATION INFORMATION:

Primary Implementation Contact _____ Title _____

Office Phone _____ Cell _____ Email _____

Secondary Implementation Contact _____ Title _____

Office Phone _____ Cell _____ Email _____

11. CUSTOMER BILLING INFORMATION:

Billing Contact _____ Title _____

Office Phone _____ Cell _____ Email _____

PO# _____ (if required) Tax Exempt ID # _____

12. ACCEPTANCE:

The effective date of this Agreement is listed below. Authorized representative of Customer and iWorQ have read the Agreement and agree and accept all the terms.

Signature _____ Effective Date: _____

Printed Name _____

Title _____

Office Number _____

Cell Number _____

iWorQ Service(s) Agreement
APPENDIX A

iWorQ Cost Proposal

Griffin	**Population- 22928**
PO Box T **Griffin, GA 30223**	**Prepared by: Nathan Romrell**

Annual Subscription Fees

Application(s) and Service(s)	Package Price	Billing
Community Development Enterprise Package *Permit Management *Code Enforcement *Portal Home *Online credit/debit card processing integrated with iWorQ. -Configurable portal for ease of applying for permits, tracking current permits, and paying fees online -Allows for submitting code enforcement issues online and viewing code cases -Messaging feature for easy interaction with citizens -Built-in automatic workflow capabilities -iWorQ Notifications included -Inspection and plan review tracking -Track permits and cases with customizable reporting -3 Scheduled Reports -Includes access to 21 standard database driven web form templates and 3 custom database web forms for Portal Home -Includes unlimited access to 15 letter templates and 3 custom letters -OpenStreetMap tracking abilities with quarterly updates GIS REST Services - iWorQ will be able to publish your agency's ESRI REST Services monthly if the following conditions are met: 1. The Rest Service URL is either a public access URL or the agency will allow iWorQ to be added to the user group of that data. a. User Group must have permission settings set to allow root access to pull the data. 2. The Rest Service data contains the information needed for system functionality and field types match. a. The format of that data must conform to iWorQ Systems *Note: If configuration changes (i.e. FTP location, name format, field changes, or interval for published updates) iWorQ will charge a minimum fee of $500 with each additional hour to accommodate new configuration changes.	**$11,800.00**	Annual
License Management - Available on any computer, tablet, or mobile device using Chrome browser - Licensing for business, alcohol, liquor, etc. - Free letters and / or permits utilizing iWorQ's template library, and up to 3 custom letters. - Reminder letter generation -Online Renewal Capabilities	**$3,200.00**	Annual
Subscription Fee Total (This amount will be invoiced each year)	**$15,000.00**	

One-Time Setup, GIS integration, and Data Conversion Fees

Service(s)	Full Price Cost	Package Price	Billing

NOTES SERVICE(S) DESCRIPTION

I. Invoice for the (Annual Subscription Fee Total + One-Time Total) will be sent out 2 weeks after signature and Effective Date

II. This subscription Fee and Agreement have been provided at the Customer's request and is valid for 25 days

III. This cost proposal cannot be disclosed or used to compete with other companies.

IV. This agreement combines existing services totaling $11,200 with proposed added services (Webform template library, workflows, notifications, scheduled reporting, and GIS REST) totaling $3,800 for a combined annual total of $15,000. Added services may be prorated.

AGENDA ITEM SUMMARY

ITEM SUMMARY:

Consider a Task Order Form to the Master Services Agreement with LJA Engineering, Inc. for City of Griffin Solid Waste Department in the amount of $45,400.00 for the completion of a Comprehensive Solid Waste Management plan. *Director of Solid Waste, Todd Ennis, will address.*

SPECIAL CONSIDERATIONS OR CONCERNS:

LJA Engineering, Inc is a subject matter expert in Solid Waste Management Planning and has provided consulting service to the Solid Waste Department on this project.

STAFF RECOMMENDATION:

Staff recommends approval

FINANCIAL IMPACT:

Funding was approved for FY26.

Submitted By:
Todd Ennis

Meeting Date:
09/12/2025

Reviewed By:
Jessica O'Connor

ATTACHMENTS:
TOF COG Solid Waste Management Plan FY26.pdf

TASK ORDER FORM

Solid Waste Management Plan

For

City of Griffin

Project No. GAPW3152-25094

November 19, 2025

LJA Engineering, Inc. (LJA) has prepared this Task Order Form (TOF) in accordance with the Master Services Agreement. This TOF has been prepared to provide our services to City of Griffin related to the Solid Waste Management Plan (SWMP).

SCOPE OF WORK

The Scope of Work for this TOF consists of the following tasks:

Task 1 – Project Initiation and Data Collection

- Conduct a project kickoff meeting with client staff and key stakeholders.
- Gather and review existing plans, ordinances, landfill operations data, and waste generation statistics.
- Collect and evaluate historic and current disposal rates, recycling participation, and diversion metrics.
- Coordinate with Three Rivers Regional Commission and EPD representatives for planning requirements.

Task 2 – Waste Stream Analysis

- Quantify current and projected solid waste generation by type (MSW, C&D, yard waste, recyclables).
- Identify local trends in reduction, diversion, and disposal rates.
- Assess collection coverage and identify underserved areas or inefficiencies.
- Benchmark performance against regional and statewide averages.

Task 3 – Needs Assessment

- Observe the adequacy of current collection, transfer, recycling, and disposal infrastructure.
- Assess remaining capacity and lifespan of disposal facilities.
- Identify potential future needs related to population growth, service expansion, or regulatory change.
- Develop recommendations for improving operational efficiency, diversion, and sustainability.

Task 4 – Public and Intergovernmental Coordination

- Conduct required public meetings to solicit citizen input and document community priorities.
- Coordinate with adjacent jurisdictions, solid waste authorities, and the regional commission for consistency with regional and state plans.
- Prepare documentation of the public participation and intergovernmental review process in accordance with EPD guidelines.

Task 5 – Plan Preparation and Implementation Schedule

- Prepare a draft SWMP in accordance with Georgia EPD's standard format.
- Incorporate findings, analysis, and feedback from stakeholders.
- Develop a 10-year implementation schedule including key actions, timelines, responsible parties, and estimated costs.
- Revise and finalize the plan following review by the client and EPD.
- Provide assistance during the adoption process, including preparation of a final resolution and submittal to EPD.

SCHEDULE

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

Task 1 – Project Initiation and Data Collection	*6 weeks from Notice to Proceed*
Task 2 – Waste Stream Analysis	*4 weeks after completion of Task 1*
Task 3 – Needs Assessment	*4 weeks after completion of Task 2*
Task 4 – Public and Intergovernmental Coordination	*8-12 weeks after completion of Task 3 (Schedule is dependent on response from EPD and public meeting space availability.)*
Task 5 – Plan Preparation and Implementation Schedule	*In conjunction with Tasks 3 and 4.*

FEE ESTIMATE

In accordance with the Master Services Agreement, the project team will complete the above-described scope of work for the following fee:

Task 1 – *Project Initiation and Data Collection*	**$ 6,050.00 lump sum**
Task 2 – *Waste Stream Analysis*	**$ 8,600.00 lump sum**
Task 3 – Needs Assessment	**$ 8,000.00 lump sum**
Task 4 – Public and Intergovernmental Coordination	**$ 8,250.00 lump sum**
Task 5 – Plan Preparation and Implementation Schedule	**$ 14,500.00 lump sum**
	$ 45,400.00 Total

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

AUTHORIZATION

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

City of Griffin

Signature:_____

Date:_____

LJA Engineering, Inc.

Signature: _____

Brian K. Upson, PE
Sr. Vice President

Date: 11/19/25

Attested by:

City of Griffin

Signature:_____

Date:_____

AGENDA ITEM SUMMARY

ITEM SUMMARY:

Consider a professional services agreement with LJA Engineering, Inc., best responsive bidder, for the 2026 Community Development Block Grant Employee Incentive Program, preliminary engineering report, design engineering, and construction observation services in the amount of $47,400.00. *Director of Water and Wastewater, Brandon Lewis, will address.*

SPECIAL CONSIDERATIONS OR CONCERNS:

This grant is in support of the Kore Electric development located at 1535 Industrial Drive. The grant will provide funding for a sewer extension to this location. With access to our sewer, Kore Electric will be able to bring on additional employees. They plan to hire up to 70 full time employees over the next 5 years.

STAFF RECOMMENDATION:

Staff recommends approval.

FINANCIAL IMPACT:

FY26 budgeted funds. A budget amendment will follow with contract award for construction.

Submitted By:
Brandon Lewis

Meeting Date:
09/12/2025

Reviewed By:
Jessica O'Connor

ATTACHMENTS:
PSA_COG 2026 EIP_03DEC2025 signed by AJW.pdf
Proposal_COG 2026 EIP_03DEC2025 signed by AJW.pdf
ENG_RFQ_Score_Summary_2026.pdf

770.412.7700
www.lja.com
350 Airport Road, Griffin, Georgia 30224

PROFESSIONAL SERVICES AGREEMENT

This Professional Services Agreement prepared on December 3, 2025, is by and between City of Griffin with address at 100 S. Hill Street, Griffin, GA 30223 ("Client") and LJA Engineering, Inc. ("LJA"), who agree as follows:

Client engages LJA to perform professional services (the "Services") for the compensation and according to the scope of Services and other terms set forth in the proposal or work authorization prepared by LJA (the "Proposal") for the 2026 Employee Incentive Program (EIP) for Client (the "Project"). LJA shall be authorized to commence the Services for the Project upon execution of the Proposal by the Client. Client and LJA agree that this Professional Services Agreement together with the Proposal authorized by Client, and any attachments or exhibits identified in the Proposal or herein together compose the agreement for the Project (an "Agreement"), and each such Agreement constitutes the entire agreement between the Client and LJA with respect to the Project.

I. LJA'S RESPONSIBILITIES: LJA shall perform or furnish the Services described in the Proposal, contingent on the City of Griffin being awarded the 2026 CDBG Project, which shall be combined and attached as part of this Agreement. Where the terms or conditions of the Proposal conflict with those of Parts I-III contained herein, the Proposal shall control for the Services performed under the Proposal.

II. CLIENT'S RESPONSIBILITIES: Client, at its expense, shall do the following in a timely manner so as not to delay the Services:

1. INFORMATION/REPORTS: Furnish LJA with all information, reports, studies, site characterizations, advice, instructions, and similar information in its possession relating to the Project.

2. REPRESENTATIVE / ACCESS: Designate a representative for the Project who shall have the authority to transmit instructions, receive information, interpret and define Client's policies, and make decisions with respect to the Services, and provide LJA safe access to any premises necessary for LJA to provide the Services.

3. DECISIONS: Provide all criteria and full information as to requirements for the Project, obtain (with LJA's assistance, if applicable) necessary approvals and permits, attend Project-related meetings, provide interim reviews on an agreed-upon schedule, make decisions on Project alternatives, and participate in the Project to the extent necessary to allow LJA to perform the Services.

III. COMPENSATION, BILLING, & PAYMENT: Client shall pay LJA for Services as denoted in the Proposal and in accordance with the standard rate schedule – Attachment B.

IV. STANDARD TERMS AND CONDITIONS: Attachment A.

The persons signing this Agreement warrant that they have the authority to sign as, or on behalf of, the party for whom they are signing and each of the undersigned parties has caused this Agreement to be duly executed. This Agreement contains a limitation of liability clause and the Client has read and consents to all terms.

APPROVED FOR "CLIENT"
CITY OF GRIFFIN

By: _____

Printed Name: Douglas S. Hollberg

Title: Mayor

Attested By: _____

Printed Name: Jessica O'Connor

Title: Secretary, Board of Commissioners

Approved as to form: _____

Printed Name: Andrew J. Whalen, III

Title: City Attorney

APPROVED FOR "LJA"
LJA ENGINEERING, INC.

By: Brian K. Upson

Printed Name: Brian K. Upson, PE

Title: Sr. Vice President

Effective Date: _____

Attachments:
A – Standard Terms and Conditions
B – Standard Rate Schedule

ATTACHMENT A
STANDARD TERMS AND CONDITIONS

1. STANDARD OF CARE. The Services shall be performed with the professional skill and care ordinarily provided by competent engineers practicing under the same or similar circumstances and professional license. The Services are not subject to, and LJA cannot provide, any warranty or guarantee, express or implied, including warranties or guarantees contained in any uniform commercial code, work authorization, requisition, or notice, except as provided herein.

2. CHANGE OF SCOPE. The scope of Services set forth in any Proposal is based on facts known at the time of execution of the Proposal, including, if applicable, Client Data (defined below). As the Project progresses, facts discovered, including, but not limited to, site conditions or the existence of differing subsurface or physical conditions, may indicate that the scope, pricing, or other terms must be redefined, and the parties shall reasonably cooperate to equitably adjust the scope, pricing, or terms of this Agreement accordingly.

3. SAFETY. LJA has established and maintains corporate programs and procedures for the safety of its employees. Unless included as part of the Services, LJA specifically disclaims any authority or responsibility for general job site safety and safety of persons other than LJA employees.

4. DELAYS. Where LJA is prevented from completing any part of the Services within any Project schedule due to delay beyond its reasonable control, the schedule will be extended in an amount of time equal to the time lost due to such delay so long as LJA provides written explanation of the delay to Client. Except with regard to payment of any amounts due LJA from any Services, neither party shall be liable to the other for any delays or failure to act, due to unforeseeable causes reasonably beyond the control of the party claiming such circumstances.

5. TERMINATION/SUSPENSION. Either party may terminate this Agreement upon thirty (30) days written notice to the other party. In the event of termination, Client shall pay LJA for all Services, including profit relating thereto, rendered prior to termination, plus any expenses of termination. In the event either party defaults in its obligations under this Agreement (including Client's obligation to make the payments required hereunder), the non-defaulting party may suspend performance under this Agreement. In the event of a suspension of Services, LJA shall have no liability to the Client for delay or damage caused the Client because of such suspension of Services. Before resuming Services, LJA shall be paid all sums due prior to suspension and any expenses incurred in the interruption and resumption of LJA's Services. LJA's fees for the remaining Services and the time schedules shall be equitably adjusted. Obligations under this Agreement, which by their nature would continue beyond the suspension or termination of this Agreement (e.g., indemnification), shall survive such suspension or termination.

6. RELATIONSHIP WITH CONTRACTORS / REVIEW. LJA shall serve as Client's professional representative for the Services, and may make recommendations to Client concerning actions relating to Client's contractors, but LJA specifically disclaims any authority to direct or supervise the means, methods, techniques, security or safety activities, personnel, compliance, sequences, or procedures of construction selected by Client's contractors. For Projects involving bid preparation, LJA may supply standard contract forms, templates, or other documents that will be executed between the Client and contractor(s). It is the Client's responsibility to review those documents and to obtain legal advice thereto. For Projects involving construction, Client acknowledges that under generally accepted professional practice, interpretations of construction documents in the field are normally required, and that performance of construction-related services by the design professional for the Project permits errors or omissions to be identified and corrected at comparatively low cost. Evaluations of Client's budget for construction and estimates prepared by LJA represent LJA's judgment as a design professional. It is recognized, however, that neither LJA nor Client have control over the cost of labor, materials, or equipment, the contractor's methods of determining bid prices, or competitive bidding, market, or negotiating conditions. Accordingly, LJA cannot and does not warrant or represent that bids or negotiated prices will not vary from Client's budget or from any estimate of costs prepared or agreed to by LJA. Client agrees to hold LJA harmless from any claims resulting from performance of construction-related services by persons other than LJA and LJA shall not be responsible for the contractor's failure to perform the Work in accordance with the requirements of the Contract Documents. In fulfilling its duties pursuant to the Agreement, Client permits LJA to elect to subcontract to others certain tasks in its scope of Services.

7. INSURANCE. LJA will maintain insurance coverage for Professional Liability, Commercial Liability, Auto, and Workers' Compensation in amounts in accordance with legal and business requirements. Certificates evidencing such coverage will be provided to Client upon request. For Projects involving construction, Client agrees to require its construction contractor, if any, to include LJA as an additional insured on its policies relating to the Project. LJA's coverages referenced above shall, in such case, be excess over any contractor's primary coverage. Client shall require its construction contractor to include LJA as an indemnitee under any indemnification obligation of contractor to Client to the fullest extent allowed by law.

8. PROJECTS WITH MULTIPLE CLIENTS. When LJA undertakes a Project for multiple Clients, each Client on the Project is jointly and severally liable for payments for LJA's Services. If any Client fails to make timely payment to LJA, and the remaining Clients wish to continue the Project, the remaining Clients will promptly notify LJA in writing to continue the Project and their joint and several obligations shall remain

the same. LJA, at its option, may suspend the remaining performance under this Agreement until all past due payments are made, and authorization to proceed and pay from all non-defaulting Clients is received, or continue work on the Project and invoice and collect from the remaining Clients any payment (including damages) of amounts past due and that become due.

9. SITE ACCESS & CONDITIONS. When entry to property is required for LJA to perform Services, Client shall provide or obtain right-of-entry to the applicable site. Hazardous, archaeological, paleontological, cultural, biological, or other materials, protected resources, unknown underground facilities, or other conditions ("Conditions") may exist at a site where there is no reason to believe they could or should be present. The Parties agree that the discovery of unanticipated Conditions constitutes a changed condition that may mandate a renegotiation of the scope of Services. LJA shall notify Client should unanticipated Conditions be encountered. Client retains title to all Conditions and shall report to the appropriate public agencies, as required, any Conditions that may present a potential danger to the public health, safety, or the environment. Client shall execute any manifests in connection with avoidance, containment, transportation, storage, or disposal of Conditions resulting from the site. Client waives any claim against LJA and shall indemnify, defend, and hold LJA harmless from or by reason of claims for injury or death to persons or damage to property to the extent arising from such Conditions, substance, element, material, or any combination of the foregoing produced, emitted, or released from the site or Project.

10. INDEMNITY. LJA shall indemnify Client from and against liability for damage to the extent that the damage is actually caused by or results from an act of negligence, intentional tort, intellectual property infringement, or failure to pay a subcontractor or supplier committed by LJA, LJA's agent, or another entity over which LJA exercises control.

11. LIMITATIONS OF LIABILITY. Client agrees that no employee or agent of LJA shall have individual liability to Client for any claim for Loss (defined below), and any claims for Loss by Client against LJA shall be made solely against the entity LJA. Client agrees that, to the fullest extent permitted by law, LJA's total liability to Client for any and all injuries, claims, losses, expenses (including, without limitation, attorneys' fees and dispute expenses and costs) or damages whatsoever arising out of or in any way related to any Project(s) or this Agreement from any causes ("Loss") including, but not limited to, LJA's negligence, errors, omissions, strict liability, breach of contract, breach of the standard of care, or breach of any other legal duty owed by LJA to Client, whether claimed directly or by way of contribution or indemnity, shall not exceed the total compensation received by LJA for the particular Project from which the Loss is alleged by Client to have arisen. If Client desires a limit of liability greater than that provided above, Client and LJA shall include in Part III of this Agreement the amount of such limit and the additional compensation to be paid to LJA for assumption of such additional risk. Client waives all claims for Loss in excess of such limitations. This Subsection shall survive termination of this Professional Services Agreement or the applicable Agreement.

12. CONSEQUENTIAL DAMAGES. IN NO EVENT WILL EITHER PARTY BE LIABLE TO THE OTHER FOR CONSEQUENTIAL, INCIDENTAL, PUNITIVE, OR EXEMPLARY DAMAGES, INCLUDING LOST REVENUES, LOSS OF USE, LOSS OF FINANCING, LOSS OF REPUTATION, LOST PROFITS, DELAYS, OR OTHER ECONOMIC LOSS ARISING FROM ANY CAUSE INCLUDING BREACH OF WARRANTY, BREACH OF CONTRACT, TORT, STRICT LIABILITY OR ANY OTHER CAUSE WHATSOEVER, NOTWITHSTANDING ANY PROVISION OF THIS AGREEMENT TO THE CONTRARY. REGARDLESS OF LEGAL THEORY, LJA SHALL BE LIABLE ONLY TO THE EXTENT THAT ANY DAMAGES SPECIFIED HEREIN ARE FOUND BY A FINAL COURT OF COMPETENT JURISDICTION TO HAVE BEEN THE SEVERAL LIABILITY OF LJA. TO THE EXTENT PERMITTED BY LAW, ANY STATUTORY REMEDIES THAT ARE INCONSISTENT WITH THIS PROVISION OF THE AGREEMENT ARE WAIVED.

13. REUSE OF PROJECT DELIVERABLES. Reuse of any documents or other deliverables, including electronic media, pertaining to the Project by Client for any purpose other than for which they were originally prepared, or alteration of such without the written verification or adaptation by LJA for the specific purpose intended, shall be at the Client's risk. All title blocks and professional seal, if applicable, shall be removed if Client provides electronic deliverables to any third party. Any modification must be evidenced on the plans and be sealed by a licensed professional prior to re-use. Client agrees that relevant analyses, findings, and reports provided in electronic media shall also be provided in hard copy, which shall govern in the case of a discrepancy between the two versions and be held as the official set of drawings, as signed and sealed. Client shall be afforded a period of thirty (30) days to check any hard copy against the electronic media. In the event that any error or inconsistency is found during that time, upon notice, LJA will correct the inconsistency at no additional cost to Client. Client shall bear all responsibility for the care, custody, and control of the electronic media. Client agrees to indemnify and hold harmless LJA from all claims, damages, and expenses (including reasonable litigation costs) arising out of such reuse or alteration by Client or others acting through Client.

14. CLIENT DATA. Client or any third party designated by Client may provide information, reports, studies, site characterizations, advice, instructions, and similar information in its possession relating to the Project ("Client Data"). LJA may reasonably and in good faith rely upon the accuracy of Client Data and unless described as part of the Services, LJA is not required to audit, examine, or verify Client Data. However, LJA will not ignore the implications of information furnished to LJA and may make reasonable inquiries if Client Data as furnished appears to be incorrect or incomplete. LJA makes no representations or warranties (express or implied) as the quality, accuracy, usefulness, or completeness of any Services to the extent LJA relies on Client Data. LJA, its affiliates, its officers, directors, and employees shall have no liability whatsoever with respect to the use of unreliable, inaccurate, or incomplete Client Data.

15. ASSIGNMENT/BENEFICIARIES. Neither party may assign this Agreement without the written consent of the other party. With the exception of such assignments, nothing contained in this Agreement, nor the performance of the parties hereunder, is intended to benefit, nor shall inure to the benefit of, any third party, including Client's contractors, if any. The

Services may be performed by any affiliated company of LJA under its common insurance program.

16. AMENDMENT, NO WAIVER, & SEVERABILITY. This Agreement can be amended in writing and signed by the parties. No waiver by either party of any default by the other party in the performance of this Agreement shall invalidate any other section of this Agreement or operate as a waiver of any future default, whether like or different in character. The various terms, provisions, and covenants herein contained shall be deemed to be separate and severable, and the invalidity or unenforceability of any of them shall not affect or impair the validity or enforceability of the remainder.

17. INDEPENDENT PARTIES. Each party is an independent entity and is not a partner, agent, principal, or employee of the other party, unless otherwise agreed to by the parties in writing. Nothing in this Agreement shall restrict or otherwise prohibit either party or their respective affiliates in the conduct of their businesses.

18. STATUTE OF LIMITATION. To the fullest extent permitted by law, the parties agree that, except for Claims (defined below) for indemnification, the time period for bringing Claims under this Agreement with respect to any Project shall expire one (1) year after completion of Services for that Project.

19. STATUTORY TERMS APPLICABLE TO STATE POLITICAL SUBDIVISIONS. As required by the Official Code of Georgia Annotated (the "O.C.G.A.") Section 50-5-85, and as such terms are defined therein, LJA certifies that it does not, nor will it, engage in a boycott of Israel for the duration of this Agreement. As required by O.C.G.A. Section 50-5-84, 50-5-84.1, and 50-5-84.2, and as such terms that are defined therein, LJA certifies that it is not a "scrutinized company".

20. DISPUTE RESOLUTION. Except for claims involving the payment of unpaid amounts due to LJA from Client for Services rendered, the parties shall attempt to settle all claims, disputes, and controversies ("Claims") arising out of this Agreement, including, but not limited to, breach thereof, by discussion between the parties' management. If any dispute cannot be resolved in this manner, within five (5) business days, the parties agree to refer such Claims to a mediator mutually agreed to and equally paid for by the parties before, and as a condition precedent to, the initiation of any lawsuit, adjudicative action, or proceeding. The mediator shall convene the mediation at the request of either party, and the mediation will last at such times and as long as the mediator reasonably believes agreement is probable. Notwithstanding the foregoing, prior to or during negotiation or mediation, either party may initiate litigation that would otherwise become barred by a statute of limitation, and LJA may pursue, at any time and without invoking dispute resolution as provided herein, any property liens or other rights it may have to obtain payment for its Services. In the event any actions are brought to enforce this Agreement, the prevailing party shall be entitled to collect its litigation costs and reasonable attorney's fees from the other party.

21. LITIGATION SUPPORT. LJA will not be obligated to provide expert witness or other litigation support related to its Services, unless expressly agreed in writing. In the event LJA is required to respond to a subpoena, inquiry, or other legal process related to the Services in connection with a proceeding to which LJA is not a party, Client will reimburse LJA for its costs and compensate LJA at its then standard rates for the time it incurs in gathering information and documents and attending depositions, hearings, and the like.

22. GOVERNING LAW. This Agreement shall be governed by and construed and enforced in accordance with the laws of the State of Georgia without giving effect to any conflict or choice of law rules or principles under which the law of any other jurisdiction would apply. Each party hereby submits to the jurisdiction of the federal and state courts located in the county of LJA's address and agrees that such courts shall be exclusive forum and venue, except in regard to State offices, agencies, departments boards, bureaus, commission, institutions, agencies, boards, commission, and other entities of the state procuring services agree that venue is to be the Superior Court of Spalding County, Georgia, for resolving any legal suit, action or proceeding arising out of or relating to this Agreement.

770.412.7700
www.lja.com
350 Airport Road, Griffin, Georgia 30224

ATTACHMENT B
STANDARD RATE SCHEDULE*
Effective as of July 1, 2025

Basic Service Rates	
Senior Vice President	$300.00 per hour
Senior Project Manager	$255.00 per hour
Project Manager II	$165.00 per hour
Project Manager I	$160.00 per hour
Senior Project Engineer	$165.00 per hour
Senior GIS Professional	$165.00 per hour
GIS Professional III	$135.00 per hour
CAD Designer IV	$135.00 per hour
Graduate Engineer	$ 95.00 per hour
Project Coordinator	$110.00 per hour
Staff Professional II	$110.00 per hour
CADD Designer I	$ 85.00 per hour
CADD Technician	$ 65.00 per hour
Staff Professional/Intern	$ 65.00 per hour
Sr. Admin/Business Manager	$145.00 per hour
Administrative Assistant/Admin II	$ 75.00 per hour
Subcontractor/Subconsultant	Cost + 15%

Billing and Payment Procedures: LJA will submit invoices to OWNER monthly. Said invoices are due and payable upon receipt. Direct Expenses (including subconsultants hired by LJA) will be invoiced at cost plus 15% to OWNER. Invoices will be considered “Past Due” if payment has not been received within 30 days from invoice date. At that time, LJA has the right to terminate any remaining services and assess a minimum 1.75% finance charge on unpaid balances. If LJA is under contract for numerous projects for OWNER and “Past Due” invoices exist on the account(s), LJA reserves the right to stop work on all projects until all invoices for all projects under contract with OWNER are paid in full. In the event of any litigation arising from or related to non-payment of invoices for services provided under this Agreement, the OWNER will be responsible for all reasonable costs incurred including staff time, court costs, attorney’s fees, and other related expenses.

** Rate Schedule is subject to annual change at LJA Engineering’s discretion to reflect increases in costs of operation, inflation, etc.*

770.412.7700
www.lja.com
350 Airport Road, Griffin, Georgia 30224

December 3, 2025

Ms. Jessica O'Connor
City of Griffin
100 S. Hill Street
Griffin, Georgia 30223
Email: blewis@cityofgriffin.com

RE: 2026 Employee Incentive Program (GAPW3152-25095)

Dear Ms. O'Connor,

LJA Engineering, Inc. (LJA) is pleased to present this proposal to provide our services for the 2026 Employee Incentive Program project.

If the terms of this proposal meet your approval, kindly agree by signing below and the attached Professional Services Agreement.

This proposal is made pursuant to the terms and conditions of the Professional Services Agreement ("PSA") entered into on 12/9/25, by and between LJA Engineering, Inc. and City of Griffin ("Client").

1.0 Scope of Services

LJA has compiled the Scope of Services for this project which is outlined in this proposal. LJA sincerely appreciates the opportunity to provide our services for this project. If you have any questions or comments regarding the contents of this proposal, please do not hesitate to contact the undersigned.

2.0 Scope of Work

LJA shall prepare a Preliminary Engineering Report (PER) outlining the existing conditions of the sewer infrastructure, the environment, alternatives, and recommendations for redevelopment of the designated project site. The PER will also describe land acquisitions, permitting and approvals, anticipated construction issues and estimated project costs. The following sections will be included in the PER, but are not limited to: Executive Summary, Introduction, Background, Evaluation of Alternatives, Description of Proposed Project, Detailed Project Budget, and Project Schedule.

LJA shall perform a preliminary engineering design for the redevelopment project. Upon approval from City officials, LJA will prepare the final engineering design including water drawings, sewer drawings, and erosion and sedimentation plans. LJA will also provide

easement drawings for the parcels located in the encroachment area of new public utilities. This scope of work includes facilitating permitting services with necessary governmental agencies for issuance of required permitting.

LJA will produce construction specifications for this project and will facilitate the project bid phase. During construction, LJA will provide construction management in the field including testing verification and review, periodic field observation, pay request verification, change orders, and provide necessary reporting to attain compliance with the project specifications. LJA will obtain and maintain all BABA documentation (particularly manufacturer's certifications) during construction, which shall be transferred to the City of Griffin at the project's end.

3.0 Schedule

Upon receipt of the signed notice to proceed, LJA will begin work and coordinate with the grant administrator to complete the Preliminary Engineering Report for submittal with the 2026 Employee Incentive Program Application. LJA anticipates completion of the PER in February 2026. LJA will perform the design scope above with the project bid phase anticipated to begin in April 2026. LJA will begin the Construction Observation scope of work after award of the construction project contract and throughout the duration of the construction phase.

4.0 Additional Services

A. *Revisions to Drawings*
Minor design revisions required by governmental authorities in order to obtain the required Land Disturbance Permit have been included within our Scope of Services. However, any site changes or redesigns initiated by the Owner for any reason after the Concept Plan has been approved will be billed in addition to the contract amount at an hourly rate per the enclosed Unit Rates.

B. *Prints and/or Electronic Media*
LJA will provide one copy of the Construction Plans for Owner review and approval. LJA will provide the necessary prints for permitting services. LJA will then provide Owner with three sets of complete Construction Drawings after the plans have been approved, if requested.

C. LJA can also provide the following services if deemed necessary for the proposed development. These items would be performed at the request of the Owner for an agreed upon fee:
   1. Offsite / Onsite flood studies
   2. Offsite utility work or utility extensions outside of scope listed above
   3. Wetland delineation, mitigating, and permitting
   4. Certifications: Should any certifications be required on the project, LJA can provide this service for an additional fee; however, in order to provide this service, LJA requires that certified construction items be inspected and/or monitored by LJA qualified personnel during installation. LJA can provide construction inspection and/or monitoring for the project for an

hourly fee. Required certifications may include storm drain, water line, sewer line, subgrade compaction, asphalt thickness, and detention pond as-built and/or installation certifications.

5. Design Requirements: Additional design requirements outside published ordinances and design standards required by governmental agencies after the plans are reviewed and will require an additional work authorization from the Owner.
6. Traffic Studies
7. Geotechnical Investigations
8. Construction Staking

5.0 Fee Summary

The project team will complete the tasks detailed above for the following lump sum fees:

Preliminary Engineering Report	**$ 10,000.00**
Design	**$ 29,900.00**
Preliminary Engineering Design	$ 7,500.00
Final Design	$ 11,500.00
Drafting	$ 6,000.00
Bid Administration	$ 4,900.00
Construction Observation	**$ 7,500.00**
	$ 47,400.00

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

Our invoices are rendered monthly for the percentage of work then complete, and are due upon presentation. This Proposal is good for 30 days from the date of proposal.

6.0 Hourly Rates

Rate Schedule*
(Effective as of July 1, 2025)

The hourly rate schedule for additional services, if required shall be as follows:

Senior Vice President	$300.00 per hour
Senior Project Manager	$255.00 per hour
Project Manager/Senior Landscape Architect	$205.00 per hour
Project Manager II	$165.00 per hour
Project Manager I	$160.00 per hour
Senior Project Engineer	$165.00 per hour
Senior GIS Professional	$165.00 per hour
GIS Professional III	$135.00 per hour
CAD Designer IV	$135.00 per hour
Graduate Engineer	$ 95.00 per hour
Project Coordinator	$105.00 per hour
Staff Professional II	$110.00 per hour
CAD Designer I	$ 85.00 per hour
Staff Professional/Intern	$ 65.00 per hour
Sr. Admin/Business Manager	$145.00 per hour
Administrative Assistant/Admin II	$ 75.00 per hour
Subcontractor/Subconsultant	Cost + 15%

** Rate Schedule is subject to annual change at LJA Engineering's discretion to reflect increases in costs of operation, inflation, etc.*

Assuming you find this proposal satisfactory, please sign where indicated and return it to us.

Yours very truly,

Brian K. Upson, P.E.
Sr. Vice President
LJA Engineering, Inc.

_____ _____
Douglas S. Hollberg, Mayor Date

Attested by:

Secretary, Board of Commissioners

_____ _____
Signature Date

Approved as to form:

City Attorney

Andrew J. Whalen, III 12/4/25
Signature Date

CITY OF GRIFFIN

RFQ 2025 CDBG

BID NUMBER: RFQ - #25-015

CDBG 2026

Overall Tally Sheet

VENDOR	Carter & Sloope	LJA Engineering				
	VENDOR 1	VENDOR 2				
Michelle Haynes	53	53				
Doug Hollberg	55	55				
Brandon Lewis	53	55				
Average / Total	**53.7**	**54.3**				
RECOMMENDED AWARD		✓				

AGENDA ITEM SUMMARY

ITEM SUMMARY:

Consider an agreement with Allen-Smith Consulting, best responsive bidder, in the amount of $15,000.00 to perform grant writing services for the FY 2026 Community Development Block Grant Employee Incentive Program for the City of Griffin. *Director of Water and Wastewater, Brandon Lewis, will address.*

SPECIAL CONSIDERATIONS OR CONCERNS:

Allen-Smith Consulting will provide grant writing services in support of the Kore Electric development located at 1535 Industrial Drive. Kore Electric will hire up to 70 full time employees over the next five years. This grant will provide funds for the extension of public sewer to their location.

STAFF RECOMMENDATION:

Staff recommends approval.

FINANCIAL IMPACT:

FY 26 funds

Submitted By:
Brandon Lewis

Meeting Date:
09/12/2025

Reviewed By:
Jessica O'Connor

ATTACHMENTS:
GW_RFQ_Score_Summary_2026.pdf
CITY OF GRIFFIN EIP KORE SEWER Grant Writing Agreement revised & signed.pdf

CITY OF GRIFFIN
RFQ 2025 CDBG

BID NUMBER: **RFQ - #25-016**

RFQ CDBG 2026

Overall Tally Sheet

VENDOR	**Carter & Sloope**	**Talam Works**	**Allen - Smith**			
	VENDOR 1	VENDOR 2	VENDOR 3			
Michelle Haynes	52	23	54			
Doug Hollberg	55	44	55			
Brandon Lewis	51	19	54			
Average / Total	**52.7**	**28.7**	**54.3**			
RECOMMENDED AWARD			✓			

Allen-Smith Consulting
Grant Writing and Grant Administration

405 Nunnally Farm Road
Monroe, Georgia 30655
O: 770.207.0142 /
F: 770.207.0159

December 3, 2025

Douglas S. Hollberg, Mayor
City of Griffin
100 South Hill Street
Griffin, GA 30223

RE: EMPLOYMENT INCENTIVE PROGRAM (EIP) / Grant Writing
SEWER – KORE ELECTRIC

Dear Mayor Hollberg:

Allen-Smith Consulting (ASC) is pleased to present this agreement to assist the City of Griffin (CLIENT) in the development and implementation of an Employment Incentive Program (EIP) Grant Application to construct sewer infrastructure to assist in the location of KORE Electric (Company).

INITIAL PROJECT ASSESSMENT (IPA) & GRANT APPLICATION PREPARATION:

Allen-Smith Consulting proposes to prepare the Employment Incentive Program (EIP) application and as part of this agreement will perform the following:

1. Meet with CLIENT, DCA Regional Representative and the Company for IPA discussion. Prepare Initial Project Assessment (IPA) Document including Pre-Agreement Cost Approval (PACA) request for submittal to the Georgia Department of Community Affairs.
2. Follow-up on IPA and PACA Request with the Georgia Department of Community Affairs for prompt approval. ASC will, with all parties involved, submit any additional information to DCA to obtain Pre-Agreement Cost Approval, if applicable.
3. Confirm and document Census Tract Location of Proposed Site to determine if 20% or greater Poverty Level.
4. Correspond with all parties, including the Company, involved to obtain necessary documentation related to the business and to the creation of new jobs.
5. Work with designated project representatives to identify the specific need for EIP funds and to identify the activities to be financed by EIP funds to meet the need.

6. Coordinate with designated project representatives to obtain information required for the application as well as additional information to prepare an application that exceeds DCA's Funding Threshold for EIP applications.
7. Review the Preliminary Engineering Report (PER) prepared by the Project Engineer and coordinate, with the Project Engineer, any changes necessary to strengthen the EIP application.
8. Review the total project cost estimate to create a Total Project Source and Use of Funds to be approved by all parties and to be used for the EIP application.
9. Prepare all required DCA EIP forms necessary for the application package and have the appropriate forms executed.
10. Prepare the required Public Hearing notice, coordinating date and time with all parties, and provide the notice to the newspaper or CLIENT to be published within the required time period.
11. Attend and conduct the required Public Hearing as well as prepare the official minutes and Public Hearing Package to document the CLIENT's files.
12. Submit an original and the required number of copies of the EIP application to the Georgia Department of Community Affairs.
13. Provide a copy of the EIP application to the CLIENT.
14. Prepare a set of files for the CLIENT to maintain for the duration of the project.

ENVIRONMENTAL ASSESSMENT & CLEARANCE

15. Obtain environmental information from all parties, specifically the project engineer, related to project and project site.
16. Prepare the required Historic Preservation Division (HPD), Tribal Consultation and Northern Long Eared Bat (US Fish and Wildlife) documents and submit to appropriate agencies for review.
17. Once HPD, NLEB, and Tribal approvals have been achieved, ASC will prepare required NEPA documents (HUD - Format II) to complete the Environmental Review Record.
18. Prepare Notice of Early Public Review and Notice of Explanation for publication for Wetlands and Floodplain and coordinate publication with CLIENT, if applicable.
19. Prepare Concurrent Notice (Finding of No Significant Impact & Request for Release of Funds) for publication in the local newspaper and coordinate with CLIENT for publication.
20. Prepare Request for Release of Funds Form for execution by the CLIENT and submittal to DCA for clearance.
21. Follow up with DCA for clearance of environmental information and release of funds.
22. Prepare copies of all information related to Environmental Review for the CLIENT's files.

Approved as to form:

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

PRE-AWARD COORDINATION WITH DCA:

23. Serve as liaison between CLIENT and DCA for questions about completed application from DCA.
24. Collect and submit additional information as requested by DCA.
25. Revise any information as needed to meet the threshold score for approval.
26. Correspond with CLIENT and other parties involved as additional information is provided.

Our fee for the above services will be
Fifteen Thousand Dollars and no/100
($15,000.00)

ASC will submit monthly invoices for services performed to the City of Griffin. The amounts of said invoices will be based upon the amount and value of the work and services performed by ASC under this Agreement. Please note that we send our invoices each month via email. **Please advise who should receive the invoices for payment and to what email address they should be sent each month.**

Additional Services: In the event the CLIENT issues instructions to ASC to perform certain additional professional services beyond the scope of services contained in this agreement, ASC will bill on an hourly basis at $125.00 an hour as work is performed.

We are excited the City of Griffin has selected Allen-Smith Consulting to provide professional grant writing services, please sign in the spaces provided below. It is our understanding that the City will want Allen-Smith to provide EIP grant administration services if the EIP is awarded. Those services will be proposed and agreed upon under a separate agreement. Once we have received this executed proposal, by email we will begin work immediately to prepare the grant application.

With best regards, I am

Very Truly Yours,

Debra Smith

APPROVED:

_____ **Date:**_____
Douglas S. Hollberg, Mayor

ATTEST:

_____ **Date:**_____
Jessica O'Conner, City Manager

AGENDA ITEM SUMMARY

ITEM SUMMARY:

Consider, on first reading, amending the Code of Griffin, Georgia at Chapter 22, BUILDINGS AND BUILDING REGULATIONS, Article II, CONSTRUCTION STANDARDS, at Sec. 22-31, STATE MINIMUM CONSTRUCTION CODES, to conform to changes in the mandatory construction codes and state amendments thereto, approved by the Board of the Georgia Department of Community Affairs, to be effective January 1, 2026. *City Attorney Drew Whalen will address.*

SPECIAL CONSIDERATIONS OR CONCERNS:

The DCA Board only made changes to the *mandatory* construction codes, which are enforceable statewide and do not require local adoption. This ordinance amendment is necessary in order for our Code to correctly reflect the mandatory codes in effect as of January 1, 2026. No changes were made to the *permissive or optional* construction codes, which have been adopted by the Board of City Commissioners and are enforced within the city.

STAFF RECOMMENDATION:

Staff recommends approval.

FINANCIAL IMPACT:

No direct financial impact is anticipated; however, compliance with minimum construction code standards may have some impact on the cost of building and development within the City. City staff have no knowledge of any fiscal impact analysis that may have been conducted or considered by either the International Code Congress, or the Georgia Department of Community Affairs, before adoption of these codes.

Submitted By:
Andrew Whalen

Meeting Date:
09/12/2025

Reviewed By:
Jessica O'Connor

ATTACHMENTS:
Ordinance revising 120925.docx

No. 25 –

AN ORDINANCE

AN ORDINANCE BY THE BOARD OF COMMISSIONERS OF THE CITY OF GRIFFIN, GEORGIA, AMENDING THE CODE OF GRIFFIN, GEORGIA AT CHAPTER 22, BUILDINGS AND BUILDING REGULATIONS, ARTICLE II, CONSTRUCTION STANDARDS, AT SEC. 22-31, STATE MINIMUM STANDARD CODES, TO SHOW THE STATE MINIMUM STANDARD CODES AND GEORGIA AMENDMENTS ADOPTED BY THE BOARD OF THE GEORGIA DEPARTMENT OF COMMUNITY AFFAIRS, TO BE EFFECTIVE JANUARY 1, 2026; TO READOPT AND AFFIRM THE OPTIONAL, PERMISSIVE STANDARD CODES ADOPTED AND ENFORCED IN THE CITY OF GRIFFIN; AND FOR OTHER PURPOSES.n,

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

Sec. 1. Enforcement of State Minimum Construction Codes. Chapter 22, Buildings and Building Regulations, of the Code of Griffin, Georgia, is hereby amended at Article II, Construction Standards, Sec. 22-31, State Minimum Codes to conform to changes in the mandatory codes adopted by the Board of the Georgia Department of Community Affairs, which are to be enforced by the city manager or his or her designated representative, within the city limits:

"Sec. 22-31. State minimum standard codes.

(a) The state minimum standard codes enumerated in O.C.G.A. § 8-2-20(9)(B)(i)(I)—(VIII), to-wit:

- International Building Code, 2024 Edition, with Georgia Amendments;
- International Residential Code, 2024 Edition, with Georgia Amendments;
- International Fire Code, 2024 Edition as adopted by the Safety Fire Commissioner;
- International Plumbing Code, 2024 Edition, with Georgia Amendments;
- International Mechanical Code, 2024 Edition, with Georgia Amendments;
- International Fuel Gas Code, 2024 Edition, with Georgia Amendments;
- National Electric Code, 2023 Edition, with Georgia Amendments (2026);
- International Swimming Pool and Spa Code, 2024 Edition, with Georgia Amendments
- International Energy Conservation Code.

Which codes have mandatory statewide application and do not require adoption by local ordinance, shall be enforced by the city manager, his or her designated representative, or designee(s) thereof, in accordance with the procedures hereinafter set forth."

Sec. 2. Adoption and Enforcement of Permissive Codes. Optional State Minimum Construction Codes adopted by the Board of Commissioners and to be enforced by the city manager or his or her designated representative in the city limits:

"(b) Adoption of optional codes; enumeration. There is hereby adopted within the city the permissive state minimum standard codes enumerated in O.C.G.A. § 8-2-20(9)(B)(i)(IX)—(XI), to-wit:

- Disaster Resilient Building Code IBC Appendix (2013);
- Disaster Resilient Building Code IRC Appendix (2013);
- International Property Maintenance Code, 2018 Edition, with Georgia Amendments (2021);
- International Existing Building Code, 2018 Edition, with Georgia Amendments (2015);
- National Green Building Standard, 2008 Edition, with Georgia Amendments (2011).

(c) The codes provided in subparts (a) and (b) of this section shall mean the current edition of such codes as approved by board of community affairs, including any new edition of any such code as provided in subsection of code [O.C.G.A.] 8-2-23(b); and provided, further, that any such codes may hereafter be amended or revised as provided in subsection of code [O.C.G.A.] 8-2-23(a). All references to "State Minimum Standard Codes" shall include the Georgia State Amendments promulgated by the board of community affairs and any local amendments approved by said board.

(d) Whenever the International Fire Code (ICC), as approved by the board of community affairs, is applicable, any state minimum standard code provision shall not be less restrictive than the Georgia State Fire Code, as adopted by the Georgia Safety Fire Commissioner pursuant to O.C.G.A. § 25-2-13.

(e) The city manager or his or her designee shall make copies of relevant sections of the codes enforced or adopted in this section available to members of the general public, in printed or written format, at such price as it deems reasonable, to defray the costs of publication and handling. Due to copyright limitations, copying or duplication of some codes, in whole or in part, may be restricted.

(f) In applying the aforesaid state minimum standard codes, the following standards may also be applicable:

(1) Part X of ANSI A17.1-1984, the American National Standard Practice for Inspection of Elevators, Escalators and Moving Walks, Inspector's Manual ANSI A17.2, the safety standards for manlifts ANSI A90.1a-1976, the safety standard for construction hoists ANSI A10.4-1981 and ANSI A10.5-1981, the safety standard for conveyors and related equipment ANSI B20.1-1984, or the latest revised rules and regulations adopted by the state commissioner of labor;

(2) Part 3, Fire Escapes, of O.C.G.A. Title 8, Chapter 2 (O.C.G.A. §§ 8-2-50—8-2-52) shall apply to all buildings within the city which are not used as private residences and which are three or more stories in height; and

(3) Article 3 of O.C.G.A. Title 8, Chapter 2, "The Uniform Act for the Application of Building and Fire Related Codes to Existing Buildings" (O.C.G.A. §§ 8-2-200—8-2-222) is hereby incorporated by reference and shall be used by the city manager or his designated representative whenever there exists the need to utilize compliance alternatives to any provisions of the rules, regulations, codes, or standards herein imposed or adopted."

Sec. 3. REPEALER & EFFECTIVE DATE. All ordinances and Code provisions in conflict with the foregoing are hereby repealed. Subpart (a) shall be effective January 1, 2026; subpart (b) shall become effective upon second and final reading.

First Reading: December 9, 2025

Second Reading: January 13, 2026

AGENDA ITEM SUMMARY

ITEM SUMMARY:

Consider a claim on behalf of Robert and Karol Sullins for property damage to their real property located at 1133 Pine Valley Road, Griffin, Georgia, based upon Ante Litem Notice, received November 17, 2025, from attorney George Lott, Evans Bowers Attorneys. *City Attorney, Drew Whalen, will address.*

SPECIAL CONSIDERATIONS OR CONCERNS:

The ante litem contains an offer of compromise in the amount of $3,110,000. According to the Notice, damages are the result of repeated sewer overflows from City sewer lines within easements located on the rear of the Sullins' property, near Ison's Branch. Claimants allege numerous events of sewage overflow from 3 manholes located on or near their property, which they contend amount to a nuisance and trespass, which the City failed to timely abate, interfering with the use and enjoyment of their property

In late October 2025, the City issued its Combined Public Utility Revenue Bonds, Series 2025, to finance two sewer related projects. Some of the construction proceeds from this bond issue are being used to address a solution to sewer overflows in the Potato Creek basin, including those occurring on the Sullins' property. The Department of Water/Wastewater is in the process now of letting a construction contract for performance of this project.

STAFF RECOMMENDATION:

Staff recommends denial of claim and the offer of compromise.

FINANCIAL IMPACT:

The City of Griffin is a Member of the Georgia Interlocal Risk Management Agency ("GIRMA"), which investigates and if necessary, adjusts, legal liability claims against its Members, their officers and employees. Coverage of $2,000,000.00, per occurrence, is provided, subject to a $25,000 per claim deductible. This claim has been submitted to GIRMA for investigation and provision of legal defense.

Submitted By:
Andrew Whalen

Meeting Date:
09/12/2025

Reviewed By:
Jessica O'Connor

ATTACHMENTS:
Ante Litem 11.17.25.pdf

Evans | Bowers

RECEIVED
NOV 17 2025
BY: SB

GEORGE LOTT
DIRECT DIAL: 404.850.6744
E-MAIL: glott@evansbowers.com

November 14, 2025

VIA CERTIFIED MAIL
RRR, 9589 0710 5270 1190 6103 80
Mayor Douglas S. Hollberg
City of Griffin
100 S Hill Street
Griffin, Georgia 30223

VIA CERTIFIED MAIL
RRR, 9589 0710 5270 1190 6103 97
Mayor Douglas S. Hollberg
City of Griffin
125 N Hill Street
Griffin, Georgia 30223

VIA CERTIFIED MAIL
RRR, 9589 0710 5270 1190 6104 03
Mayor Douglas S. Hollberg
P.O. Box T
Griffin, Georgia 30224

VIA CERTIFIED MAIL
RRR, 9589 0710 5270 1190 6104 10
Councilwoman Cynthia Reid Ward
City of Griffin
100 S Hill Street
Griffin, Georgia 30223

VIA CERTIFIED MAIL
RRR, 9589 0710 5270 1190 6104 27
Councilwoman Cynthia Reid Ward
P.O. Box T
Griffin, Georgia 30224

VIA CERTIFIED MAIL
RRR, 9589 0710 5270 1190 6104 34
Councilwoman Rose Curtis
City of Griffin
100 S Hill Street
Griffin, Georgia 30223

VIA CERTIFIED MAIL
RRR, 9589 0710 5270 1190 6103 11
Councilwoman Rose Curtis
P.O. Box T
Griffin, Georgia 30224

VIA CERTIFIED MAIL
RRR, 9589 0710 5270 1190 6103 28
Councilwoman Holly Murray
City of Griffin
100 S Hill Street
Griffin, Georgia 30223

VIA CERTIFIED MAIL
RRR, 9589 0710 5270 1190 6103 04
Councilwoman Holly Murray
P.O. Box T
Griffin, Georgia 30224

VIA CERTIFIED MAIL
RRR, 9589 0710 5270 1190 6103 35
Councilman Charles Wright
City of Griffin
100 S Hill Street
Griffin, Georgia 30223

VIA CERTIFIED MAIL
RRR, 9589 0710 5270 1190 6103 42
Councilman Charles Wright
P.O. Box T
Griffin, Georgia 30224

VIA CERTIFIED MAIL
RRR, 9589 0710 5270 1190 6103 59
Councilman Truman L. Tinsley, III
City of Griffin
100 S Hill Street
Griffin, Georgia 30223

VIA CERTIFIED MAIL
RRR, 9589 0710 5270 1190 6103 66
Councilman Truman L. Tinsley, III
P.O. Box T
Griffin, Georgia 30224

VIA CERTIFIED MAIL
RRR, 9589 0710 5270 1190 6103 73
Councilman Rodney McCord
City of Griffin
100 S Hill Street
Griffin, Georgia 30223

VIA CERTIFIED MAIL
RRR, 9589 0710 5270 1190 6106 56
Councilman Rodney McCord
P.O. Box T
Griffin, Georgia 30224

Re: Ante Litem Notice Pursuant to O.C.G.A. § 36-33-5 and Claim for Damages

Dear Mayor Hollberg, Councilwoman Ward, Councilwoman Curtis, Councilwoman Murray, Councilman Wright, Councilman Tinsley, and Councilman McCord:

Please be advised that our office has been retained by Robert and Karol Sullins ("Mr. and Mrs. Sullins") regarding past and ongoing damage to their real property located at 1133 Pine Valley Road, Griffin, Georgia 30224 (Parcel No. 034 01010) (the "Sullins Property"). The Sullinses' damages arise from repeated untreated sewage discharges from the City of Griffin's unmaintained and failing sanitary sewer lines. This letter shall serve as the Sullinses' ante litem notice pursuant to O.C.G.A. § 36-33-5, setting forth "as nearly as practicable" the time, place, and extent of the injury, and the negligence which caused the injury. Mr. and Mrs. Sullins further demand that the City of Griffin (the "City") take all necessary and appropriate steps to abate the sewage discharges that have created a nuisance and/or trespass to and/or inverse condemnation of their property without just compensation. Thus, this letter shall also serve as the Sullinses' notice

of claim and request for abatement of nuisance and trespass pursuant to O.C.G.A. §§ 41-1-1 *et seq.*, O.C.G.A. § 51-9-7, O.C.G.A. § 51-9-1, and other laws.

As referenced herein, the Sullinses' claims are predicated on extensive damage to their property caused by the City's failure to inspect, maintain, clean, repair, or otherwise service its sanitary sewer infrastructure. The City's failures have caused and continue to cause untreated sewage discharges from the sewer system, specifically from three (3) manholes on and adjacent to the Sullins Property that overflow during and immediately following rain events. Over the past several years, the Sullinses have documented repeated overflows from these manholes which discharge directly onto the Sullins Property and into Ison Branch.

Manhole No. 1 is located on the Sullins Property at approximate coordinates of 33.22301 N, 84.25726 W. Manhole No. 1 has overflowed and discharged onto the Sullins Property numerous times, including on January 7, 2019, February 6, 2020, February 18, 2020, March 5, 2020, August 25, 2020, September 27 2020, July 27, 2021, October 6, 2021, February 4, 2022, March 27, 2023, January 9, 2024, January 25, 2024, February 12, 2024, March 5, 2024, August 26, 2024, June 10, 2025, and August 4, 2025.

Manhole No. 2 is located across Ison Branch from the Sullins Property at approximate coordinates of 33.221978 N, 84.258256 W. Manhole No. 2 has overflowed and discharged into Ison Branch on the Sullins Property, including a period of constant overflow from August 1, 2023 to August 18, 2023.

Manhole No. 3 is located on Pine Valley Road at approximate coordinates of 33.223128 N, 84.255847 W. Manhole No. 3 has overflowed and discharged onto the Sullins Property numerous times, including as recently as February 12, 2024.



Despite having notice and having been repeatedly put on notice of these discharges, the City has failed to address the causes. The City's failure to adequately inspect, maintain, service, and/or repair its infrastructure has caused substantial interference with the Sullinses' use and enjoyment of their property, extensive damage to Ison Branch, annoyance, inconvenience, and a reduction in the Sullinses' property value, among other harms. The City's intentional and negligent conduct in the exercise of its duties to maintain its sanitary sewage infrastructure has substantially hurt, inconvenienced, and damaged the Sullinses within the meaning of O.C.G.A. § 41-1-1, is an invasion of their property constituting trespass, and has taken and damaged their property without compensation, resulting in the inverse condemnation of their property.

It is uncontroverted that the sewer system that caused and continues to cause untreated sewage discharges onto the Sullins Property is owned, controlled, and/or operated by the City. It is further undeniable that the City is under a duty to maintain the system. Given the City's history of issues with its sewer infrastructure, in addition to the repeated notice given by the Sullinses, the City knew or should have known that its actions and inactions have created and maintained dangerous conditions for its residents, namely Mr. and Mrs. Sullins. Failure to rectify those conditions caused and continues to cause the Sullinses significant damage. Thus, the City is liable for negligently maintaining its sewer system in such a way that allowed overflows and resulting contamination to the Sullins Property.

Where a city creates a trespass upon or creates, maintains, or controls a nuisance that damages private property to the extent that the damage could be considered a taking of that property, then the city is held liable for damages that would be recoverable in an action for inverse condemnation. *See Petree v. Dep't of Transp.*, 340 Ga. App. 694, 702-03 (2017). By the City's actions and failures, it has taken the Sullins Property for a public purpose without payment of just and adequate compensation. The City's intentional and negligent conduct in creating and maintaining a nuisance has caused uncompensated damage to the Sullins Property. The 5th Amendment to the U.S. Constitution, as applied to the states through the 14th Amendment of the same, prohibits the taking of private property for a public purpose without payment of just compensation. The more restrictive Georgia constitution, at Article I, § III, ¶ 1(a) states that "private property may not be taken or damaged for public purposes without just compensation being first paid."

In summary and pursuant to O.C.G.A. § 36-33-5(b)'s requirement that the claim presented set forth "as nearly as practicable" the time, place, and extent of the injury, and the negligence which caused the injury, the Sullinses have documented discharges on numerous occasions, including as recently as August 4, 2025. The place is the Sullinses' home, which is their real property located at 1133 Pine Valley Road, Griffin, Georgia 30224 (Parcel No. 034 01010). The extent of the injury, that is, the nature, character, and particulars thereof, is, as described above, repeated discharges from manhole overflows, which have caused substantial interference with the Sullinses' use and enjoyment of their property, extensive damage to Ison Branch, and reduction in property values, among other injury attendant to such water intrusion. The City's negligence (as well as intentional conduct) is, as described above, its failure to maintain its sanitary sewage infrastructure despite knowledge of the discharges and its role in causing discharges. If you contend that this notice fails to provide you enough information to enable you to conduct an

investigation to determine if the claim should be settled without litigation, please immediately identify the additional information you contend is necessary for you to conduct such investigation.

If we are forced to file a lawsuit against the City to obtain appropriate relief, we will seek an injunction requiring it to abate the nuisance as well as all available monetary relief including indemnity and damages for the full extent of the injury to the Sullins Property, taking, inverse condemnation, attorneys' fees, expenses of litigation, aggravation, annoyance, inconvenience, and discomfort. The Sullinses' causes of action will likely include claims of nuisance, trespass, negligence, negligence per se, inverse condemnation, taking, unjust enrichment and payment of the Sullinses' costs, expenses of litigation, expert fees, and attorneys' fees. Prior to receiving this notice and demand, the City had notice of the situation, the danger it posed, and the hazards it created. Nonetheless, the City failed and refused to correct the issues, despite ample opportunity to do so. By the City's intentional and negligent conduct described above, the City created, maintained, and controlled a dangerous condition which caused the hurt, inconvenience, and injury complained of in this letter. The City has also, for these same reasons, acted in bad faith, been stubbornly litigious, and has caused the Sullinses unnecessary trouble and expense, for which it should be required to pay the Sullinses' expenses of litigation including attorney's fees pursuant to O.C.G.A. § 13-6-11.

Notwithstanding the foregoing, the Sullinses are committed to negotiating in good faith to try to resolve this dispute without litigation. Thus, pursuant to O.C.G.A. § 36-33-5(e), the Sullinses will accept $3,110,000.00 to settle their claims. In accordance with O.C.G.A. § 36-33-5(c), upon the presentation of this notice, Griffin shall have thirty (30) days to respond to the Sullinses' demand to "consider and act upon the claim."

Sincerely,



George Lott

AGENDA ITEM SUMMARY

ITEM SUMMARY:

Consider a Resolution adopting the proposed changes to the Personnel Policy to be effective on January 1, 2026. *City Manager, Jessica O'Connor, will will address.*

SPECIAL CONSIDERATIONS OR CONCERNS:

The Personnel Policy is periodically reviewed to ensure compliance with applicable laws, and to update or make changes necessary to attract and retain a talented workforce. The last Personnel Policy update was adopted on December 12, 2023 and effective on January 1, 2024. The revised version of the Personnel Policy would be effective on January 1, 2026 and will supersede and replace the former version.

STAFF RECOMMENDATION:

Staff recommends approval.

FINANCIAL IMPACT:

N/A

Submitted By:
Susan Bartholomew

Meeting Date:
09/12/2025

Reviewed By:
Jessica O'Connor

ATTACHMENTS:
Resolution for Approval of Personnel Policy 12.9.25.pdf
FINAL PROPOSED Personnel Policy 12.04.2025.pdf

A RESOLUTION

A RESOLUTION OF THE BOARD OF COMMISSIONERS OF THE CITY OF GRIFFIN ADOPTING THE PERSONNEL POLICY MANUAL OF THE HUMAN RESOURCES DEPARTMENT OF THE CITY OF GRIFFIN.

WHEREAS, the City of Griffin is a Georgia municipal corporation employing approximately four hundred ninety (490) employees; and

WHEREAS, the City of Griffin seeks to adopt personnel policies to provide an affective system of personnel administration for the City, to ensure high morale for the City, and to ensure high productivity for its citizens;

NOW, THEREFORE, BE IT RESOLVED BY THE BOARD OF COMMISSIONERS OF THE CITY OF GRIFFIN that the City of Griffin Personnel Policy Manual is hereby adopted this the 9th day of December, 2025, by a vote of _____ "Aye" to _____ "Nay", with no commissioners absent or abstaining.

Signed:

_____
Douglas S. Hollberg, Mayor

Attest:

_____
Jessica W. O'Connor, City Manager

CITY OF GRIFFIN

PERSONNEL POLICY

MANUAL

Approved by the Board of Commissioners on the date of December 9, 2025

THIS PERSONNEL POLICY WILL BE EFFECTIVE
ON THE DATE OF JANUARY 1, 2026, AND SUPERSEDES AND REPLACES
ANY AND ALL FORMER PERSONNEL POLICIES

TABLE OF CONTENTS

			PAGE
ARTICLE 1.	INTRODUCTION		
	Section 1.1	Intent	7
	Section 1.2	Establishment	7
	Section 1.3	Administration	7
	Section 1.4	Covered Employees	7
	Section 1.5	Definitions	7
ARTICLE 2.	EQUAL EMPLOYMENT OPPORTUNITY AND NON-DISCRIMINATION		
	Section 2.1	Policy	12
	Section 2.2	Disabilities	12
	Section 2.3	Harassment	13
	Section 2.4	Complaint	14
	Section 2.5	Retaliation	15
ARTICLE 3.	RECRUITMENT AND SELECTION		
	Section 3.1	Recruitment	16
	Section 3.2	New Hire Referral Program	16
ARTICLE 4.	ESTABLISHMENT OF POSITIONS		
	Section 4.1	Establishment	18
	Section 4.2	Allocation of Positions	18
ARTICLE 5.	GENERAL EMPLOYMENT RULES		
	Section 5.1	Types of Employees	19
	Section 5.2	New Employees	19
	Section 5.3	Reinstatement/Rehire	19
	Section 5.4	Initial Probationary Period	20
`	Section 5.5	Promotion	20
	Section 5.6	Promotional Increase	20
	Section 5.7	Decrease in Pay Grade or Demotion	21
	Section 5.8	Probationary Period	21
	Section 5.9	Transfer	21
	Section 5.10	Overtime for Non-Public Safety Non-Exempt Employees	21
	Section 5.11	Overtime for Public Safety Non-Exempt Employees	21
	Section 5.12	Physical Fitness for Public Safety Employees	21
	Section 5.13	Exempt Employees	21
	Section 5.14	Temporarily Performing Different Duties Exemption	22
	Section 5.15	Stand-by Time	23
	Section 5.16	Call-back Pay	23
	Section 5.17	Differential Pay	23
	Section 5.18	Differential Pay Specific to Law Enforcement Sworn Officers	23
	Section 5.19	Employee Relationships	23
	Section 5.20	Outside Employment	24
	Section 5.21	Gifts and Gratuities	24
	Section 5.22	Political Activity	24
	Section 5.23	Confidentiality	25
	Section 5.24	Conflict of Interest	25
	Section 5.25	Code of Ethics	25
	Section 5.26	Dress and Grooming	26

Section 5.27	Tattoos, Body Piercings, and Other Body Art	26
Section 5.28	Employment Benefits	26
Section 5.29	Employee Assistance Program (EAP)	27
Section 5.30	Inmate Fraternization	27
Section 5.31	Cell Phone Stipend	28
Section 5.32	Telephone/Cellular Phone Use	28
Section 5.33	Parking	29
Section 5.34	Solicitations	29
Section 5.35	Smoking and Tobacco Use	29

ARTICLE 6 USE OF CITY ASSETS

Section 6.1	Definition of Terms	30
Section 6.2	City Vehicle Authorization	30
Section 6.3	Expectations for City Vehicles	30
Section 6.4	Loss or Damage to City Vehicles	30
Section 6.5	Vehicle Reporting Requirements	30
Section 6.6	Revocation of Vehicle Privileges	30
Section 6.7	Qualified Non-Personal Use of Vehicle	31
Section 6.8	Commuting Valuation Rule	31
Section 6.9	Usage Expectations of all City Assets	31

ARTICLE 7. DRUGS AND ALCOHOL

Section 7.1	Drug and Alcohol-Free Workplace	33
Section 7.2	Testing for Drugs and Alcohol	34
Section 7.3	Employees Subject to Random Drug Testing	35
Section 7.4	Employees Subject to Drug and/or Alcohol Testing for Cause	35
Section 7.5	Post-Accident/Incident Drug and/or Alcohol Testing	35
Section 7.6	Confidentiality	35
Section 7.7	Penalties for Use of Alcohol or Illegal Drugs or Refusal To Submit to Testing	35

ARTICLE 8. SAFE WORKPLACE

Section 8.1	Definition of Workplace Violence	37
Section 8.2	Prohibited Conduct	37
Section 8.3	Possession of Firearms	37
Section 8.4	Reporting Procedures	38
Section 8.5	City Expectations of Targeted Employees	38
Section 8.6	Workplace Searches	38

ARTICLE 9. TRAVEL EXPENSES AND REIMBURSEMENTS

Section 9.1	Procedure	40
Section 9.2	Credit Card Policy	40
Section 9.3	Reimbursable/Non-Reimbursable Expenses	40
Section 9.4	Reimbursement Process for Travel	41
Section 9.5	Reimbursement Process for Non-Travel Items	41
Section 9.6	Travel Time for Non-exempt Employees	41

ARTICLE 10. PERSONNEL RECORDS

Section 10.1	Personnel Transactions	42
Section 10.2	Public Inspection and Confidentiality	42
Section 10.3	Destruction of Records	42

ARTICLE 11. PAYROLL

Section 11.1	Timekeeping	43

Section 11.2	Pay System	43
Section 11.3	Pay Period	43
Section 11.4	Payroll Deductions	43
Section 11.5	Payroll Adjustments	44
Section 11.6	W2 Form	44
Section 11.7	Recovery of Wages Improperly Paid	44

ARTICLE 12. SEPARATION

Section 12.1	Types of Separation from Employment	45
Section 12.2	Resignation	45
Section 12.3	Abandonment of Job	45
Section 12.4	Lay-off	45
Section 12.5	Loss of Job Requirements	46
Section 12.6	Termination	46
Section 12.7	Retirement	46
Section 12.8	Death	46
Section 12.9	Benefits	46
Section 12.10	Accruals	47
Section 12.11	City Owned Property	47
Section 12.12	References	47

ARTICLE 13. ATTENDANCE AND LEAVE

Section 13.1	Workplace Schedules	48
Section 13.2	Attendance	48
Section 13.3	Absenteeism	48
Section 13.4	Tardiness	49
Section 13.5	Vacation Leave	49
Section 13.6	Sick Leave	50
Section 13.7	Holidays	52
Section 13.8	Religious Day Observances	53
Section 13.9	Inclement Weather	53
Section 13.10	Extreme Heat	53
Section 13.11	Natural Disaster	54
Section 13.12	Workers' Compensation	54
Section 13.13	Temporary Restricted Duty	55
Section 13.14	Pregnant Workers Fairness Act and Pregnancy Discrimination Act	56
Section 13.15	Family Medical Leave Act	56
Section 13.16	Other Types of Leave	61

ARTICLE 14. EMPLOYEE MISCONDUCT

Section 14.1	Investigation	64
Section 14.2	Complaint	64
Section 14.3	Dissolution	65
Section 14.4	Administrative Leave	65
Section 14.5	Expectations	65

ARTICLE 15. DISCIPLINARY ACTIONS

Section 15.1	Intent	67
Section 15.2	Expectation	67
Section 15.3	Purpose	67
Section 15.4	Conduct Subject to Disciplinary Action	67
Section 15.5	Types of Disciplinary Action	70
Section 15.6	Due Process/Disciplinary Conference	71

Section 15.7 Hearing 72

ARTICLE 16. GRIEVANCE

Section 16.1 Purpose 74
Section 16.2 Definition 74
Section 16.3 Complaint 74
Section 16.4 Dissolution 75

ARTICLE 17. CAREER PLANNING & PROFESSIONAL DEVELOPMENT

Section 17.1 New Employee Orientation 76
Section 17.2 Training 76
Section 17.3 Career Planning and Professional Development 76
Section 17.4 Certifications 76
Section 17.5 Performance Evaluations 77
Section 17.6 Pay for Performance Program 78

ARTICLE 18. EMPLOYEE PRIVACY IN THE WORKPLACE

Section 18.1 Data Privacy 79
Section 18.2 Physical Resource Privacy 79
Section 18.3 Photo and Video Consent 79

ARTICLE 19. ACCEPTABLE USE POLICY

Section 19.1 Applicability 80
Section 19.2 Usage 80
Section 19.3 Access Approval; Account Security; Program and File Access 80
Section 19.4 Data Security and Privacy 80
Section 19.5 Network Performance and Availability 81
Section 19.6 Breach of Security 81
Section 19.7 Software Resources 81
Section 19.8 Additional Cost to the City 81
Section 19.9 Unacceptable Use of City Technology Resources 81
Section 19.10 Unacceptable Use of Email 82
Section 19.11 Minimum Security Rules and Requirements 82
Section 19.12 Password 83
Section 19.13 Policy Enforcement 83
Section 19.14 Disclaimer 84
Section 19.15 Acknowledgement 84

ARTICLE 20. SOCIAL MEDIA

Section 20.1 Purpose and Intent; Definitions 85
Section 20.2 Scope of Policy 85
Section 20.3 Limitations and Restrictions on Social Media Activity 85
Section 20.4 Workplace and/or On-Duty Usage 86
Section 20.5 No Expectation of Privacy in Social Media Activity 87
Section 20.6 Applications to Other Policies 87
Section 20.7 Duty to Report 87
Section 20.8 Corrective and/or Disciplinary Action; Other Potential Consequences 87
Section 20.9 Interpretation and Application 87

ARTICLE 21. EMPLOYEE RECOGNITION

Section 21.1	Scope and Purpose	88
Section 21.2	Strongest Link in the Chain	88
Section 21.3	Quarterly Connector Award	89
Section 21.4	Departmental Awards	90
Section 21.5	Service Awards	90
Section 21.6	Retirement Recognition	90
Section 21.7	Distinguished Service Citation for Valor	90
Section 21.8	Customer Service Award	90

ARTICLE 22. IMPLEMENTATION OF POLICY 91

ACKNOWLEDGEMENT FORM 92

ARTICLE 1.

INTRODUCTION

Section 1.1 **Intent**. One of the values stated by the Board of Commissioners is "that the employees of the City Griffin are its most important resource, and through them, our mission and vision will be accomplished. We will support them with dignity, respect, and fairness." As such, the intent of this Personnel Policy is to provide an effective, efficient, and equitable system of personnel administration. This Policy does not constitute a contract between the City and its employees but is only a statement of policy, which may be amended, supplemented, modified, or repealed at the discretion of the Board of Commissioners.

Section 1.2 **Establishment**. This Policy is established to provide for the recruitment and retention of qualified applicants and employees, the career development of employees, and the establishment of administrative procedures for Human Resources with the following principles:

- Recruiting, selecting, and advancing prospective and current employees based upon their ability, knowledge, skills, and qualifications;
- Establishing pay grades and rates consistent with the principle of comparable pay for comparable work;
- Developing, retaining, and awarding a talented and diverse workforce;
- Assuring equal opportunity and non-discrimination of applicants and employees;
- Assuring employees' protection against political coercion;
- Ensuring employees that a public official will not use his or her authority or influence over them to negatively affect their performance of duties;
- Notwithstanding any provision herein, the Board of Commissioners does not intend to and does not hereby create any constitutionally protected property interest in or any other expectancy for continued employment; and
- The Standard Operating Procedures (SOP) of a Department, if applicable, is incorporated herein and by reference made a part of this Policy. However, in the event of any conflict between a SOP and this Policy, this Policy shall prevail.

Section 1.3 **Administration.** The City Manager or his or her designee, which for the purposes of this Policy shall be the Human Resources Director, is responsible for the administration of this Policy.

Section 1.4 **Covered Employees**. This Policy applies to all City of Griffin employees, including regular, part-time, and probationary (as defined herein). Elected and appointed officers (members of the Board of Commissioners, City Manager, City Attorney, Municipal Court Judge) or those employees specifically exempted by the Board of Commissioners upon written recommendation from the City Manager are not governed by this Policy. Elected officers are not deemed employees of the City except for purposes of participation in group insurance benefit plans.

Section 1.5 **Definitions.** For the purpose of this Policy, the following terms shall have the meaning ascribed to them below:

Administrative Leave with Pay. Leave with pay pending the outcome of an internal investigation or other matter for payroll purposes as approved by the City Manager.

Administrative Leave without Pay. Leave without pay may be utilized in cases of gross misconduct, an act of moral turpitude, and other extreme circumstances as determined by the City Manager and the Human Resources Director.

At-will. Georgia is an at-will employer meaning that employment may be terminated at any time with or without notice or cause by the Employer, as long as it is not a discriminatory or illegal reason.

Business Days. Monday through Friday of each calendar week, excluding City designated holidays.

Call-back Pay. When a non-exempt employee is on "Stand-by" or "Detective Detail" and must report to a designated location in which work will be performed, he or she will be compensated from the time of leaving his or her current whereabouts for the greater of two hours or for the actual hours worked. An employee must accurately record hours worked for payroll purposes. In the event the employee gets called out while still on a call, this does

not suffice as a separate occurrence. An employee must accurately record the times worked for payroll purposes. The pay will be at the regular hourly rate of pay unless he or she has already exceeded the hours required in which overtime must be paid.

COBRA. The Consolidated Omnibus Budget Reconciliation Act (COBRA) gives an employee and his or her covered dependent(s) that lose his or her health benefits, the right to choose to continue group health benefits provided by the group health plan for a limited period of time under certain circumstances such as voluntary or involuntary job loss, reduction in hours worked, transition between jobs, death, divorce, and other life events.

Current Range Penetration. A calculation that is performed to determine the percentage through the current range of pay for the position an employee is currently in. In the case of an employee requesting to be moved to a lower pay grade or demoted, that Current Range Penetration will be applied to the new pay grade.

"De Minimis." In general, a de minimis benefit is one for which, considering its value and the frequency with which it is provided, is so small accounting for it is unreasonable or impractical.

Demotion. A change in the pay grade and corresponding pay rate of an employee from his or her current position to a lower one in the Position Classification and Pay Plan.

Department Director. The Department Director spearheads and oversees the operations of a respective department, ensuring efficiency and smooth workflow. Though titles vary in a few departments, the Chief Technology Officer, Fire Chief, and Police Chief are considered Department Directors for purposes of this Policy.

Detective Detail Pay. A non-exempt detective that is designated on a daily and/or weekly basis to perform off-shift job duties including but not limited to job-related telephone calls, correspondence, and the availability to return to work in case of emergency or need. The employee is expected to report to the given designated location within no more than one hour of receipt of the call for emergency or need. As such, the detective must always ensure accessibility by cellular phone. A detective will be paid an hour for each designated day of Detective Detail. This shall be tracked in the payroll system under the code "Detective Detail." Hours worked will be at the regular hourly rate of pay unless he or she has or will exceed the hours required in which overtime must and shall be paid.

Differential Pay. A full-time non-exempt, non-sworn Law Enforcement employee or a full-time non-exempt Fire Suppression employee, that works between the hours of 8:00 p.m. and 6:00 a.m. on any day of the week will receive a differential pay of $2.00 per worked hour.

Due Process. Clause of the 14th Amendment of the US Constitution which states that government cannot deprive a person of life, liberty, or property without due process of law. Only a Regular Employee is afforded Due Process.

Elected Official. A member of the Board of Commissioners for the City of Griffin. Elected Officials are exempt from the provisions of this Personnel Policy.

Employee. An individual employed by the City of Griffin excluding any elected or appointed Official. An individual must be a minimum age of eighteen (18) and legally authorized to work in the United States.

Exempt. An employee that is paid a salary, earning at least the salaried basis threshold determined by the U.S. Department of Labor, and performs the job duties of one or more of the exempt professions as defined by the Fair Labor Standards Act. An exempt employee does not receive overtime pay.

Extended Family. An employee's biological brother/sister, stepparent, stepsiblings, half-brother/sister, brother/sister-in-law, first cousin, nephew, niece, uncle, aunt, mother/father in-law, grandparent/grandchild, and son/daughter-in-law.

Fair Labor Standards Act (FLSA). The FLSA establishes minimum wage, overtime pay, recordkeeping, and youth employment standards. Covered non-exempt workers are entitled to a minimum wage of not less than $7.25 per hour effective July 24, 2009. In addition, time worked that is in excess of 40 hours in a workweek, if non-Public Safety, is compensated at one and one-half (1.5) times the regular hourly rate of pay. The use of accrued vacation or sick leave to compensate for hours <u>not</u> worked does <u>not</u> count toward the calculation of overtime hours.

Fair Labor Standards Act (FLSA) Section 207(k). Section 207(k) provides that non-exempt workers engaged in Public Safety may be paid overtime on a work period basis. As such, overtime applies to sworn Law Enforcement

personnel after 86 hours have been worked on a 14-day work period basis. Overtime applies to Fire Suppression personnel after 212 hours have been worked on a 28-day work period basis. The use of accrued vacation or sick leave to compensate for hours not worked does not count toward the calculation of overtime hours.

Flex Time. An arrangement that allows an employee to alter the starting and/or end time of her/his workday that is mutually beneficial to the employee and the department. A Department Director, in his or her discretion, may offer Flex Time to an Exempt employee within the same pay period to meet business demand. A Department Director, in his or her discretion, may offer Flex Time to a Non-Exempt employee during the same work week to avoid or reduce overtime hours.

General Educational Development (GED). A system of standardized examinations which entitle an individual who passes to receive a credential equivalent to the completion of high school.

Georgia Municipal Employees Benefit System (GMEBS) Defined Benefit Retirement Plan. The City of Griffin's Defined Benefit Retirement Plan (more commonly referred to as the City's Pension Plan). Eligibility occurs on the first day of full-time employment and vesting occurs at the completion of 10 years of service. The Plan specifics are detailed and governed in the GMEBS Adoption Agreement which is in the Office of Human Resources. Plan specifics include but are not limited to; break-in-service, service credit, forfeitures, separation of employment, and consequences of actions that can affect a person's right to pension benefits such as public employment-related crimes.

Georgia Open Records Act. The Georgia Open Records Act is a series of laws providing the public access to public records of government bodies. Public records are those documents generated by individuals or groups in the course of public service. Public record means all documents, papers, letters, maps, books, tapes, photographs, computer based or generated information, data, data fields, or similar material prepared and maintained or received by an agency or by a private person or entity in the performance of a service or function for or on behalf of an agency or when such documents have been transferred to a private person or entity by an agency for storage or future governmental use. All public records shall be open for personal inspection and copying, except those that are specifically exempted by law from disclosure. A request for records must be responded to within three business days of the request. Any request pursuant under The Georgia Open Records Act shall be made and ultimately fulfilled by the City's custodian of records.

Grievance. An official complaint by an employee over something he or she believes to be wrong or unfair.

Immediate Family. An employee's spouse, meaning husband or wife, including those in same-sex marriages; an employee's son or daughter, meaning a biological, adopted or foster child; stepchild; legal ward; or a child of a person standing in place of a parent who is either under the age of 18 or over the age of 18 but incapable of self-care because of a mental or physical disability; and an employee's parent as a biological, adoptive, step or foster father or mother, or any other individual who stood in place of a parent to the employee when he or she was a minor.

Initial Probationary Employee. A new employee serving the first twelve (12) months of his or her employment with the City of Griffin. An employee having a status change from part-time to full-time will be considered an Initial Probationary Employee for the first twelve (12) months in the new status.

Job Description. A written document that states the essential job requirements, duties, responsibilities, skills, physical demands and qualifications required to perform a specific role.

K9 Handler Pay: A Police Officer that is actively a K9 Handler will be paid an hour each day. This shall be tracked in the payroll system under the code "K9 Handler." This compensation is for the services performed for K9 activities which are reasonably related to maintaining the police dog for the job (i.e., food, time spent feeding, exercising, training, grooming, cleaning up after the dog, etc.,).

Lay-off. A temporary or permanent separation of employment by an employer for reasons unrelated to the employee's performance.

Leave of Absence. An employee that experiences an out of the ordinary circumstance in which he or she seeks to take an extended period of time off work and in which there is no other type of leave coverage available.

Moral Turpitude. A crime involving moral turpitude is a criminal or offensive act that is vile and/or insulting to one's moral compass. Such crime disrespects and antagonizes societal norms and are typically done with vicious, evil intent.

Non-Exempt. As defined in the Fair Labor Standards Act, an employee that is subject to minimum wage requirements and overtime compensation.

Organizational Chart. A graphic representation of each Department and the City that shows the reporting structure of each duly authorized position.

Part-time Employee. An employee who works an average of less than 30 hours weekly. A part-time employee does not qualify for any benefits or Due Process. In the event an employee's status changes from part-time to full-time, the date of the status change will become the new date of hire, and the employee will be considered in an Initial Probationary status.

Pay Grade. A pay grade shall constitute a group of positions that have similar duties and/or responsibilities, require similar qualifications, and is equitably compensated in the same range of pay.

Pay Period. Bi-weekly beginning on Sunday at 12:00 a.m. and ending the subsequent Saturday at 11:59 p.m. except for someone working at 11:59 p.m. on such Saturday. In this case, the pay period ends when the employee clocks out from the Saturday shift which will be at some point on Sunday.

Performance Evaluation. A method of evaluating an employee on a periodic basis on his or her performance on the job.

Performance Improvement Plan (PIP). A document that aims to help employees who are not meeting job performance goals. A PIP covers specific areas of performance deficiencies, identifies skills or training gaps and sets clear expectations. A PIP will include information on acceptable performance levels, specific and measurable objectives that are achievable, relevant, and time-bound, guidance on what management will do to assist the employee, details on progress meetings, and consequences for not meeting the objectives of the plan.

Personnel Action Form (PAF). A specific form that is completed and approved by the Department Director to dictate the specifics regarding the potential hire of a new employee, or to necessitate a change to an existing employee that will affect his or her job status, classification, pay, or other related matter. PAF's shall be approved by the Human Resources Director with final approval from the City Manager. Upon completion and execution, the PAF will be placed in the respective employee's personnel file.

Position Classification and Pay Plan. The Plan the City has in effect states each position title, grade, department, and minimum and maximum pay rate. All duly authorized positions are listed in the Position Classification and Pay Plan which corresponds to the City's duly authorized Organizational Chart.

Probationary Period. A trial phase at the beginning of a new job where both the employer and employee evaluate the fit and performance of the role. It allows the employer to assess a new hire's skills and suitability before confirming Regular employment, while giving the employee a chance to see if the job and company culture are right for them. A Probationary Period is applicable to a current employee changing to a new position or a reinstated employee. As a disciplinary measure, a current employee may be placed on a Probationary Period or have an extension of a Probationary Period.

Promotion. A change in the rank of an employee from a position in one pay grade to a position in a higher pay grade that has a higher minimum salary and therefore carries a greater scope of discretion and responsibility.

Reduction-in-force (RIF). A reduction in force occurs when a position is eliminated with no intention of it being replaced. A RIF typically occurs because of economic developments affecting City revenue or expenses, or technological developments which render an employee's position unnecessary.

Reclassification. The assignment of an existing position from one pay grade and corresponding pay rate to a different pay grade and corresponding pay rate due to a significant change, whether increased or decreased, in the essential duties of a position.

Regular Employee. An employee that works a minimum of 30 hours each week, or 130 hours per month, is duly classified in the Position Classification and Pay Plan and has satisfactorily completed the initial probationary period of one year in a full-time position, and is therefore afforded Due Process.

Rehire. Process whereby a person previously worked for the City, left in good standing over three months ago, worked the required notice period, and is re-employed by the City. The number of times someone is eligible for a Rehire is limited.

Reinstatement. Process whereby a person previously worked for the City, left in good standing, worked the required notice period, and is reinstated within no more than three months of his or her original separation date. Only one Reinstatement will be allowed for an employee.

Resignation. The voluntary separation of an employee is generally indicated by a written letter by the employee with his or her intent to leave employment with the City. An employee is expected to work a minimum of two weeks after submitting his or her resignation notice. Failure to properly fulfill the resignation period will result in the employee not being eligible for re-hire.

Retirement. The voluntary separation of an employee is generally indicated by a written letter by the employee with his or her intent to retire from the City. Retirement means that the employee has met the requirements of age and length of service under the laws governing the Defined Benefit Retirement plan established in Appendix B of The Code of Ordinance for the City of Griffin, Georgia.

Stand-by Time. The time an employee shall be available after completing his or her regular work shift, to include weekends and holidays, in which the employee is required to be available for call back to return to work in case of emergency or need.

Termination. A dismissal of someone's employment initiated by the City.

ARTICLE 2.

EQUAL EMPLOYMENT OPPORTUNITY AND NON-DISCRIMINATION

Section 2.1 **Policy.** It is the policy of the City of Griffin to select, develop, and promote employees based on individual ability and job performance. It has been, and shall continue to be, the policy of the City of Griffin to provide equal employment opportunity to all people in aspects of employer-employee relations without discrimination with regard to race, color, religion, marital status, gender, gender identity, sexual orientation, national origin, age, physical or mental disability, genetic information, or past or present membership in the Uniformed Services, applicants to the Uniformed Services, any protected concerted activity, or any other legally protected status. The City complies with applicable Federal, State and local laws governing non-discrimination in all terms and conditions of employment, including, but not limited to; hiring, promotion, discharge, pay, benefits, job training, classification, and referral.

Consistent with the foregoing policy statement, the following guidelines have been adopted:

- The Equal Employment Opportunity (EEO) policy is explained to all employees and all levels of management. This is completed during the formal orientation session for new employees and on an ongoing basis.

- Federal and state government nondiscrimination posters, as well as the City's EEO Policy Statement, are displayed in conspicuous locations in all facilities where notices to employees and applicants for employment customarily are placed.

- City activities, employee organizations, and facilities at all locations are operated in compliance with the City's EEO and non-discrimination policy.

- All personnel actions, including, but not limited to; compensation, transfer, promotion, demotion, termination, and layoff are administered on a nondiscriminatory basis.

- Vacation, medical insurance, pension, and other benefits of employment are provided without unlawful discrimination.

- Within budget constraints, employees can participate in relevant training and development programs to improve skills and thereby increase the potential for advancement.

- Questions on the employment application and those asked during pre-employment interviews are designed to not reveal any EEO-protected status.

- Applicants for employment are not required to furnish photographs or have his or her photo taken, except as may be required as part of a background investigation.

- Any selection tests and their uses are in accordance with federal and state selection guidelines.

- Recruitment sources authorized to refer applicants are advised orally and in writing of the City's commitment to an Equal Opportunity Policy.

- All City employment recruitment advertisements include the phrase "Equal Opportunity Employer."

It is the responsibility of employee, and particularly every management and supervisory employee, to bring to the City's attention any evidence of unlawful discrimination so that the matter can be investigated and appropriate action taken pursuant to Section 2.4, Complaint.

Records pertinent to discrimination complaints filed with a federal or state agency shall be retained separately from the personnel file and retained in accordance with O.C.G.A. Section 50-18-90, *et seq*.

Section 2.2 **Disabilities.** The City is committed to the fair and equal employment of individuals with disabilities under the Americans with Disabilities Act (ADA). The City prohibits discrimination with respect to hiring,

promotion, discharge, compensation, benefits, training, and all other aspects of employment against qualified employees or applicants with disabilities.

A "disability" refers to a physical or mental impairment that substantially limits one or more of the major life activities of an individual. A "qualified person with a disability" means an individual with a disability who has the requisite skills, experience, and education for the job in question and who can perform the essential functions of the job with or without reasonable accommodation.

The City will seek to provide a reasonable accommodation for a known disability or at the request of an individual with a disability. If an accommodation is needed by an applicant for employment, the individual with a disability may request an accommodation from Human Resources. An accommodation request by an employee shall be directed to his or her Department Director and/or the Human Resources Director. The respective Director will engage in an informal process with the individual to clarify what the individual needs and to identify possible accommodations. If an accommodation will impose an undue hardship on operations, is unduly costly, extensive, or disruptive, the request may be denied. Further, the City will not place a qualified individual with a disability in a position that would be a direct threat to the health or safety of others or themself.

All information obtained concerning the medical condition or history of a prospective or current employee will be treated as confidential and maintained in a separate medical file in Human Resources. It will only be disclosed as permitted by law. *Harassment or discriminatory treatment of an employee because of a disability, or because an employee has requested a reasonable accommodation is strictly prohibited.*

Title VI. The City of Griffin hereby gives public notice of its policy to uphold and assure full compliance with Title VI of the Civil Rights Act of 1964, the Civil Rights Restoration Act of 1987, and all related statutes. Title VI and related statutes prohibiting discrimination in federally assisted programs require that no person in the United States of America shall, on the grounds of race, color, national origin, sex, age, or disability, be excluded from the participation in, be denied the benefits of, or be otherwise subjected to discrimination under any program or activity receiving federal assistance. Any person who believes they have been aggrieved by an unlawful discretionary practice regarding the City of Griffin's programs has the right to file a formal complaint. Any such complaint must be in writing and submitted to the City of Griffin's Title VI Coordinator within one hundred and eighty (180) days following the date of the alleged occurrence. For more information regarding civil rights complaints, please contact cityofgriffin.com or by mail the Director of Human Resources, 100 S. Hill Street, Griffin, GA 30224.

Section 2.3 Harassment. It is and shall continue to be the policy of the City that employees and their work environment be free from all forms of harassment and intimidation. Though not all inclusive, this applies to the conduct of a supervisor toward a subordinate, an employee toward another employee, vendor, customer, a non-employee toward an employee, or an employee toward an applicant for employment. Harassment can apply to conduct outside or inside of the workplace. As such, the City's anti-harassment policies apply to both off-duty and on-duty behavior.

While it is not the purpose of this policy to regulate an employee's personal morality, the City considers harassment of any sort an act of misconduct and grounds for immediate termination. *This prohibited conduct includes, but is not limited to:*

- Slurs, negative stereotyping, threatening, bullying, intimidating or hostile acts that relate to sex, race, color, religion, gender, national origin, age, disability, marital status, sexual orientation, veteran status, or any other protected legal status.

- Written or graphic material that denigrates or shows hostility or aversion toward an individual or group because of sex, race, color, religion, gender, national origin, age, disability, marital status, sexual orientation, veteran status, or any other protected legal status.

Sexual Harassment, as defined by Equal Employment Opportunity Commission (EEOC), consists of unwelcome sexual advances, requests for sexual favors, or other verbal or physical acts of a sexual or sex-based nature when:

- Submission to such conduct is made either explicitly or implicitly as a term or condition of an individual's employment;
- Submission to or rejection of such conduct is used as the basis for employment decisions affecting the individual; or

- The conduct has the purpose or effect of unreasonably interfering with an individual's work performance; or
- The conduct creates an intimidating, hostile or offensive working environment for an individual.

Prohibited conduct includes, but is not limited to:

- Physical assaults of a sexual nature, such as rape, sexual battery, molestation or attempts to commit these assaults;
- Intentional physical conduct, which is sexual in nature, such as touching, pinching, patting, grabbing, or brushing against another employee's body or poking another employee's body;

- Unwanted sexual advances, propositions or other sexual comments; such as sexually oriented gestures, noises, remarks, jokes or comments about a person's sexuality or sexual experience directed at or made in the presence of an employee that has previously indicated that the conduct is unwelcome;

- Preferential treatment or promises of preferential treatment to an employee for submitting to sexual conduct;

- Soliciting or attempting to solicit an employee to engage in sexual activity for compensation or reward;

- Subjecting or threats of subjecting an employee to unwelcome sexual attention or conduct;

- Stalking, following or badgering an employee;

- Intentionally making performance of the employee's job more difficult because of the employee's gender;

- Asking about the employee's sexual history or fantasies;

- Sending or receiving sexual messages or sexually explicit pictures via email, phone, or social media;

- Displaying pictures, posters, calendars, graffiti, objects, promotional materials, reading materials, or other materials that are sexually suggestive, sexually demeaning, or pornographic, or bringing into the work environment or possessing any such material to read, display or view at work. (A picture will be presumed to be sexually suggestive if it depicts a person of either sex who is not fully clothed or in clothes that are not suited to or ordinarily accepted for the accomplishment of routine work in and around the workplace and who is, posed for the obvious purpose of displaying or drawing attention to private portions of his or her body); and

- Reading or otherwise publicizing in the work environment materials that are in any way sexually revealing, sexually suggestive, sexually demeaning, or pornographic.

Section 2.4 **Complaint.** An employee who believes that he or she has been unlawfully discriminated against or harassed should, where feasible, confront the person making the offensive actions or statements, aware that the conduct is unwelcome and shall be ceased. Should the offender fail to stop, the offended employee shall file a complaint within his or her chain of command, directly to his or her supervisor, Department Director, or the Human Resources Director. It is the responsibility of all levels of management that receive a complaint to advise the Human Resources Director in writing within one business day of the receipt of the complaint.

A complaint will promptly be investigated by the Human Resources Director, generally within no more than five business days. The investigation will involve speaking with the employee, the alleged offender, and any other witness(es). Throughout the investigation, the City will ensure that the employee who filed the complaint is not negatively affected. In fact, the alleged wrongdoer may see his or her employment or position affected until the investigation is concluded.

The investigation will be thoroughly documented, and the results will be reported to the appropriate Department Director provided he or she is not the subject of the investigation. The Department Director and the Human Resources Director shall jointly make a recommendation to the City Manager of the appropriate corrective action or resolution. The City Manager will have the final authority on the matter.

The City will take appropriate action to ensure that the rights of an individual to file a complaint, furnish information, participate in an investigation or other activity related to discrimination or harassment are unobstructed. Confidentiality will be maintained, as much as possible, with respect to any complaint and resolution to only those with a legitimate need to know.

In the event a complaint is made against a City Commissioner the employee shall file the complaint directly with the City Manager. In the event the complaint is against another City official as defined in Section 2-79 of the Code of Ordinance for the City of Griffin, the complaint shall be filed directly with the City Attorney.

Disciplinary action may also apply to employees who have repeatedly filed false or unreasonable complaints that have been proven to be intentionally false, have falsified evidence, or the employee has acted maliciously or for personal benefit.

Failing or refusing to cooperate with any internal investigation by, among other things, attempting to interfere or mislead an investigation by deliberately providing inaccurate information or withholding relevant information, breeching confidentiality, and/or retaliating against or intimidating any person involved in an investigation is prohibited and may be subject to disciplinary action; provided, however, nothing herein shall negate an employee's Fifth Amendment right against self-incrimination or any similar right afforded under the law.

Section 2.5 Retaliation. Retaliation is defined as any negative action, punishment, or adverse action that creates a hostile, threatening, or uncomfortable environment for an individual because of his or her reported complaint or an individual's participation in an internal investigation for harmful, discriminatory, harassing or unethical behaviors. An adverse action is an action which would dissuade a reasonable employee from raising a concern about a possible violation or engaging in other related protected activity.

Whether accusations are true or false, the City will prevent victimization and other retaliatory behavior towards the employee. We believe it's important that employees aren't afraid to speak up about any issues. It is to our City's benefit to resolve them as soon as possible. An environment of fear can only be harmful in the long run. Retaliating against an employee who brought attention to inconsistencies or violations will harm our trustworthiness and reliability. Secondly, any kind of retaliatory action, whether intentional or unintentional, may expose us to a serious legal risk.

Retaliation in the workplace may be expressed in a variety of ways. These include, but are not limited to victimization, retraction of benefits, reduction of compensation, poor performance evaluation(s), exclusion from events or meetings, defamation of character, and excessive and/or unexplainable changes in job duties, working and stand-by schedules.

Employees who are found guilty of retaliation will be subject to disciplinary action up to and including termination. Disciplinary action may also apply to employees who have repeatedly filed false or unreasonable complaints that have been proven to be intentionally false, have falsified evidence, or the employee has acted maliciously or for personal benefit.

ARTICLE 3.

RECRUITMENT AND SELECTION

Section 3.1 Recruitment. Recruitment may be closed to consider only current active employees or may be open for public competition. When a vacancy occurs which cannot be filled internally, Human Resources will recruit applicants from the public. Notwithstanding the foregoing, the City Manager shall have the authority to authorize or ratify non-compliance with this provision under circumstances he or she deems reasonable.

Vacancies will be publicized on The City of Griffin's website, various job boards, internally via routine job posting emails, and in the office of Human Resources. Positions to be filled by recruitment from outside the City of Griffin shall be filled through a competitive process open to the public. The qualifications for a position will be adhered to, thus; education, relative experience, certifications, references, and previous employment history will be determining factors. Additional factors in choosing the most suitable candidate include; 1) The prospect's proficiency for and ability to do the work; 2) The prospect's interest in doing the job; 3) The prospect's ability and willingness to adjust to the work environment and the people; and 4) The prospects potential for future advancement and performance. In addition, and based upon the essential functions of the job, additional factors such as physical agility, performance tests, or obtainment of a prospect's credit history as determined by the appropriate Department Director and Human Resources Director may apply in accordance with State and Federal laws. Furthermore, an individual must be a minimum age of 18 to be employed by the City of Griffin. Nothing contained herein shall relieve or preclude the City Manager from exercising final approval for the hiring of an employee.

When a contingent offer of employment has been extended to an individual to fill a vacancy or new position, the individual selected shall submit to a general background investigation to include business and personal references, previous work experience, a criminal background check, sex offender database check, motor vehicle record check, and a drug-screening test. Failure to pass the drug test, poor references, and false work experience will disqualify an individual. Applicants convicted of any crime or any crime pending disposition will be considered on a case-by-case basis. Factors considered include the nature and gravity of the offense; the time passed since the offense and/or completion of sentence; and the nature of the job sought. Applicants excluded for reasons related to criminal background information will be notified and afforded an opportunity to review such information; to correct errors in the record; and to otherwise learn about factors related to their exclusion. An applicant who has been convicted of any felony or misdemeanor and has received a pardon from the appropriate State Pardons Parole Board shall be eligible for employment.

Upon the first day of employment a new employee will be verified by the Human Resources Department through the State of Georgia's E-Verify program, and the new employee must complete the Department of Homeland Security's employment eligibility verification to include providing the appropriate substantiating identification within three days of hire. Failure to comply, provide substantiating identification, unsuccessful verification through E-Verify, or insufficient employment eligibility verification will result in immediate dismissal of employment.

If an applicant for employment falsifies any material statement(s) on or in connection with the job application, including, but not limited to; employment history, education, or ability to perform the job, the individual shall not be eligible for employment with the City. If after the employee is hired the foregoing is discovered, or the employee is found to have misrepresented his or herself or has falsified any material document related to his or her employment, the City Manager has the right to terminate his or her employment upon learning of such.

Section 3.2 New Hire Referral Program. The purpose of the New Hire Referral Program is to provide a referral reward to a current City of Griffin employee who refers an applicant for employment in a full-time position, and who is subsequently selected and successfully employed by the City of Griffin in a full-time position as defined in this Program. For the referring employee to be eligible for the referral reward, the applicant must list the name of the referring employee on the application for employment where indicated. If it is not listed, or if the applicant listed more than one name, no one is eligible to receive the reward.

All employees are eligible to receive a referral reward; however, supervisors/managers/directors are not eligible for the referral reward for positions that are within their control. In addition, individuals that began City work through a staffing agency, or any formerly employed individual of the City, are not eligible to be referred by a current employee under this program. The referral reward has three parts: (1) Upon hire, the referring employee will receive 8 hours added to his or her vacation leave balance; (2) Upon the successful completion of the new employees' ninety (90) calendar days of employment, the referring employee will receive a $500.00 reward; and (3)

Upon the successful completion of three hundred sixty-five (365) days of employment by the new employee who remains in a full-time status, the referring employee will receive a subsequent $500.00 reward. Monetary rewards received under this Program are subject to the appropriate withholding taxes and will be paid through regular payroll processing. The employee receiving any incentive must be actively employed (with no break in service) and not in a separation notice period on the date the incentive is awarded.

Any disputes arising from this program shall be brought to the attention of the Human Resources Director. The City Manager is the final authority on this matter.

ARTICLE 4.

ESTABLISHMENT OF POSITIONS

Section 4.1 **Establishment**. The Human Resources Director shall be responsible for maintaining and administering a Position Classification and Pay Plan covering all employees of the City of Griffin. The Plan shall be approved by action of the Board of Commissioners and shall constitute the official approved system of grouping positions into appropriate pay grades.

Section 4.2 **Allocation of Positions**. The Human Resources Director shall be responsible for ensuring each position in the City is allocated in the Position Classification and Pay Plan by title, department, pay grade, minimum and maximum pay rates. The Human Resources Director shall also ensure the same information, to the extent allowed, is accurately recorded in the payroll system.

Abolished Positions. An abolished position shall be deleted from the Position Classification and Pay Plan, and Organization Chart(s).

Changes in Duties of Position. Department Directors should submit to Human Resources recommended changes for any job description within their department. This may include items such as the job duties, qualifications, certifications, tests, or fitness requirements.

Departmental Restructuring or Reorganization. When a department or division under the jurisdiction of a Department Director is seeking re-organization, the Department Director shall submit to the Human Resources Director a new job description for all affected positions, the budgetary impact, and a new organization chart. The Department Director, in conjunction with the Human Resources Director shall consult with the City Manager. If in agreement with the proposed action, the City Manager must make a recommendation for its adoption by the Board of Commissioners in accordance with Article 3, Section 3.2(d) of the Charter and Related Laws of the City.

New position. When a new position is warranted, the Department Director shall complete a job description detailing the duties and responsibilities of such new position, and the Human Resources Director shall assign the position to one of the pay grades in the classification and Pay Plan. The City Manager shall approve the new position, which shall be ratified by the Board of Commissioners.

Reclassification of a position. The assignment of an existing position from one pay grade and corresponding pay rate to a different pay grade and corresponding pay rate due to a significant change, whether increased or decreased, in the essential duties of a position is considered a Reclassification of a position. Completing a job task analysis, revising the current job description and presenting the potential change to the organization chart rests ultimately with the Department Director. A reclassification request must be completed on the appropriate form with supporting documentation. Information shall be submitted to the Human Resources Director who will make a recommendation to the City Manager. Reclassifications are considered on an annual basis during preparation of the new fiscal year budget. In the event of unusual impending circumstance, a reclassification may be considered at any time. The City Manager must approve any reclassification.

Unfunded position. A previously approved position that is no longer funded in the budget shall not be filled. It should still however be shown on the City's Position Classification and Pay Plan and Organization chart(s).

Vacancy. When a vacancy occurs in a funded position, the Department Director shall complete a job vacancy posting form and submit it to Human Resources to post and advertise the position. It is ultimately the Department Director's to fill the vacancy in a timely manner.

ARTICLE 5.

GENERAL EMPLOYMENT RULES

Section 5.1 **Types of Employees**. The City Manager, or his or her designee, shall designate each newly hired person as one of the following types of employees: Initial probationary full-time or part-time. Once a full-time person has successfully completed his or her initial probationary period, he or she will become a Regular Employee. Only full-time initial probationary employees are eligible to become Regular employees. Once a part-time person has successfully completed his or her initial probationary period, he or she will remain a part-time employee but no longer in the initial probationary status.

Section 5.2 **New Employees**. All employees of the City shall be employed upon the recommendation of the appropriate Department Director, approval of the Human Resources Director, and final approval by the City Manager. New employees shall be paid the minimum rate of pay for the classification to which they are assigned; however, if extenuating circumstances exist such as severely limited qualified candidates or exceptional credentials, the Department Director may recommend a rate higher than the minimum pay rate commensurate with the City's set matrix formula template to award above the minimum pay rate of up to 10%. The Human Resources Director will complete the matrix formula template and will submit it with the prospective Personnel Action Form (PAF). Only the City Manager can approve the final rate of pay.

Though infrequent, in the situation where filling an impending vacancy will be very difficult due to the required qualifications and severely limited job pool, a *Retention* incentive may be approved by the City Manager, which can be up to 10% of an employee's annual gross pay. Any incentive amount more than 10% must be approved by the Board of Commissioners. The *Retention* incentive is a lump-sum payment and not part of an employee's annual gross salary. Before any incentive is paid to an employee, he or she must sign a written agreement to complete a minimum of two (2) years of employment from that date with the City of Griffin. If the employee does not complete the specified term of employment, he or she must repay a prorated portion of the applicable incentive attributable to the incomplete period of service. The employee will only receive credit for complete months of service. All incentives will be taxed based on federal and state requirements.

Section 5.3 **Reinstatement/Rehire**. A former employee who worked for the City at some point during the previous three months, leaving employment in good standing, working the required notice, and having successfully completed the Initial Probationary Period, that is hired again by the City within this three-month period, will be considered as being Reinstated. Reinstatement must be recommended by the Department Director and Human Resources Director, with final approval from the City Manager. Except for extraordinary circumstances, Reinstatement can only occur once during an employee's career with the City and only at the second time of employment. A Reinstated employee will show a re-hire date in the payroll and benefits systems as there was a break in service. However, a Reinstated employee will retain his or her original hire date for purposes of the vacation accrual. The date of the employee's actual reinstatement/re-hire will be used for purposes of annual Performance Evaluation and Pay for Performance, if applicable. A Reinstated employee will be on an automatic six-month probationary period. A Reinstated employee will have to re-enroll in City benefits which will be effective the first of the month after thirty days of employment except for the Georgia Municipal Employees Benefits System (GMEBS) Pension Plan which is detailed further below.

A former employee who worked for the City more than three months prior, who left employment in good standing and worked the required notice is eligible for Rehire. A Rehire must be recommended by the Department Director and Human Resources Director, with final approval by the City Manager. The City seeks employees who are committed to long-term employment with the City; therefore, the number of times a former employee will be considered for Rehire is very limited. A Rehire will be treated as a new initial probationary employee in all matters except for the GMEBS Pension Plan which is detailed further below.

Reinstatement into the GMEBS Pension Plan following re-employment. If a non-vested employee experiences a break in service, his or her current credited service shall not include any service rendered prior to the break in service, unless the participant returns to employment with the adopting employer and performs the lesser of; service equal to the break in service, or service equal to one year.

If a vested employee experiences a break in service, the GMEBS requirements for reinstatement are waived and the Participant begins as a fully vested employee with immediate credited service from prior employment.

If an employee leaves the service of a Participating Employer voluntarily or involuntarily and later becomes reemployed with the same Participating Employer, he or she will show a break in service due to non-participation in the plan.

Except as otherwise provided in the Employer's Adoption Agreement or any Addendum thereto, if a Participant withdraws Employee Contributions (including any Contributions made to purchase prior service credit, if permitted under the Adoption Agreement or any Addendum thereto), and if such Participant later resumes employment with the Adopting Employer in an Eligible Employee class, then any service credit or benefit amount forfeited by virtue of the withdrawal may be reinstated upon the Participant's reemployment with the Adopting Employer, provided: (1) the Participant repays within six (6) months following the reemployment date all amounts previously withdrawn plus interest at the assumed actuarial rate of return for the GMEBS Retirement Fund established by the Board as of date of repayment, compounded annually from the date of return of contributions through the date of repayment; and (2) provided the Participant satisfied the break in service rules, as applicable. Repayment of Employee Contributions (including any Contributions made to purchase prior service credit) under this subsection shall be made in a single lump sum, by a rollover or transfer of pre-tax funds described in Sections 10.03 and 10.04 of this Plan, a lump sum payment of after-tax funds, after-tax payroll deductions, or any other method established by the Board, subject to any limitations included in the Adoption Agreement or any Addendum thereto. With respect to the repayment of Withdrawn Employee Contributions prior to September 26, 2014, in the event that withdrawal of Contributions made to purchase prior service credit is permitted by an Employer's Adoption Agreement or Addendum, repayment will be permitted only to the extent permitted by the Adoption Agreement or Addendum, and in accordance with any re-purchase or other repayment restrictions specified in the Adoption Agreement or Addendum.

Section 5.4 **Initial Probationary Period**. A trial phase at the beginning of a new job where both the employer and employee evaluate the fit and performance of the role. It allows the employer to assess a new hire's skills and suitability before confirming continued employment, while giving the employee a chance to see if the job and company culture are right for them. A new employee serving the first twelve (12) months of his or her employment with the City of Griffin shall be considered an Initial Probationary Employee. Also, An employee having a status change from part-time to full-time will be considered an Initial Probationary Employee for the first twelve (12) months in the new status. Only full-time employees that successfully complete the Initial Probationary Period of twelve months will acquire the status of a Regular employee.

During the Initial Probationary Period, the employee should be observed and monitored for successful job performance. The employee shall have a performance evaluation by his or her Supervisor with prior approval by the Department Director at the completion of six (6) and twelve (12) months of service, excluding those in the Fire Suppression. Fire Suppression performance evaluations will be completed in five months, seven months, nine months, twelve months, and then annually thereafter.

An employee in his or her full-time Initial Employment Probationary Period, or an employee that is part-time is not subject to Due Process as defined in Section 15.6 incorporated herein. Therefore, at any time the Department Director, in conjunction with the Director of Human Resources may recommend termination to the City Manager, in writing, of an employee due to inadequate performance, violations of policy, or another legitimate work-related reason.

Section 5.5 **Promotion**. A Promotion is a change in the rank of an employee from a position in one pay grade to a position in a higher pay grade that has a higher minimum salary and therefore carries a greater scope of discretion and responsibility. Promotions are open to all employees who meet the training, experience, and educational requirements included in the position description or if stated in the position description, have an equivalent combination of experience and training which provides the required knowledge, skills, and abilities. The City of Griffin encourages the promotion of current employees when filling vacancies. An interested employee shall complete an internal bid sheet and submit it to Human Resources, with a current copy of his or her resume, to be considered. All qualified internal applicants will be interviewed. Note that in some positions an internal bid sheet deadline will be posted and enforced.

Promotions are to be recommended by the corresponding Department Director, agreed to by the Human Resources Director, and approved by the City Manager.

Section 5.6 **Promotional Increase**. An employee being promoted shall receive a minimum of a five percent (5%) increase upon going to the grade immediately above the one he or she is presently in and two and one-half

percent (2.5%) for each additional grade for a total promotional increase not to exceed seven and one-half percent (7.5%) or the entry level of the grade to which the employee is promoted, whichever is higher. Consequently, if the employee has a rate of pay higher than the maximum of the new grade, the employee will not receive any additional compensation.

Section 5.7 Decrease in Pay Grade or Demotion. In the event an employee request to be moved into a position with a lower pay grade or is demoted into a position with a lower pay grade, his or her pay will be reduced to the higher of the minimum pay rate of the new position or that of current range penetration but factored on the new minimum pay rate.

Section 5.8 Probationary Period. Definition: "A stretch of time in which the employer monitors and assesses an employee's suitability for his or her role." A Probationary Period is applicable to a current employee changing to a new position or a reinstated employee. In addition, as a disciplinary measure, a current employee may be placed on a Probationary Period. The Probationary Period is six months except for Public Safety, which has a Probationary Period of twelve months. The employees' performance will be evaluated at the completion of the respective period. If an employee's work is satisfactory at the end of the probationary period, he or she shall be removed from probation. If his or her work is unsatisfactory, he or she may be placed on an additional six-month probationary period, returned to his or her former position (if available), transferred into a related classification position and pay grade (if available and qualified), demoted, or terminated for cause; all require City Manager approval. If the employee is a Regular employee, any recommended action of demotion or termination is subject to Due Process/Disciplinary Conference as detailed in Section 15.6.

Section 5.9 Transfer. An employee is eligible to transfer if he or she meets the requirements of education, training and experience for the position. A transfer of an employee from one department to another requires the approval of both Department Directors, the Human Resources Director and the City Manager. A transfer of an employee in a department to another position or division in the same department requires the approval of the Department Director, Human Resources Director and the City Manager. Employees may receive lateral transfers and continue at the same rate of pay. An interested employee shall complete an internal bid sheet and submit it to Human Resources by the deadline indicated to be considered.

Section 5.10 Overtime for Non-Public Safety Non-Exempt employees. Time worked, that is in excess of 40 hours in a workweek, if Non-Public Safety and Non-Exempt, is compensated at one and one-half (1.5) times the regular hourly rate of pay. The use of accrued vacation or sick leave to compensate for hours not worked does not count toward the calculation of overtime hours.

Section 5.11 Overtime for Public Safety Non-Exempt employees. Time worked, in excess of 40 hours in a workweek, if Non-Exempt Public Safety, is compensated at one and one-half (1.5) times the regular hourly rate of pay. The use of accrued vacation or sick leave to compensate for hours not worked does not count toward the calculation of overtime hours.

Section 5.12 Physical Fitness for Public Safety Employees. The level of service to the community in which we serve can be affected by the level of physical fitness of sworn law enforcement officers and those employees in Fire Suppression; therefore, these employees are expected to maintain a level of physical fitness appropriate for the performance of his or her assigned duties. Individual physical fitness levels will be assessed (by testing methods) at a minimum of an annual basis for the limited purpose of determining an individual's fitness for duty or ability to otherwise perform the essential functions of his or her position with or without a reasonable accommodation and without posing a direct threat to the health and safety of either the employee or others. Successfully completing the physical fitness test as due and within the stated time constraints are an ongoing essential requirement for Public Safety positions.

In the event an employee's actions or statements indicate that he or she may not be able to complete the physical duties required for the position, the City shall have the right to assess the physical fitness test. In addition, in the event of an employee returning to work from any form of a Leave of Absence in which the absence was for the employee directly, the City shall have the right to assess the physical fitness. Successful completion of the physical fitness test as warranted and within the stated time constraints are an ongoing essential requirement of Public Safety positions.

Section 5.13 Exempt Employees. Executive, administrative, professional, computer, or highly compensated employees, as defined in the regulations by the Secretary of Labor, are exempt from both the minimum wage and

overtime pay requirements of the Fair Labor Standards Act (FLSA). To qualify for the exemption, an employee must meet all the pertinent tests relating to duties, responsibilities, and salary. As a rule, if the exempt employee performs any work during the workweek, he or she must be paid the full salary amount. An employer may not make deductions from an exempt employee's pay for absences caused by the employer or by the operating requirements of the business. If the exempt employee is ready, willing, and able to work, an employer cannot make deductions from the exempt employee's pay when no work is available. Deductions on pay are allowed:

- When an employee is absent from work for one or more full days for personal reasons other than sickness or disability;
- For absences of one or more full days due to sickness or disability if the deduction is made in accordance with a bona fide plan, policy, or practice of providing compensation for salary lost due to illness;
- To offset an amount an employee receives as jury or witness fees, or for temporary military duty pay;
- For unpaid disciplinary suspensions of one or more full days imposed in good faith for workplace conduct rule infractions;
- In the employees' initial or terminal week of employment if the employee does not work the full week; or
- Unpaid leave taken by the employee under the Family and Medical Leave Act.

Executive. An employee is exempt as an executive employee, who is compensated on a salary basis at a rate not less than *$684 per week; whose primary duty is managing the enterprise or managing a customarily recognized department or subdivision of the enterprise; who customarily and regularly directs the work of at least two (2) or more other full-time employees or their equivalent; and has the authority to hire or fire other employees, or the employee's suggestions and recommendations as to the hiring, firing, advancement, promotion or any other change of status or other employees must be given particular weight.

Administrative. An employee is exempt as an administrative employee, who is compensated on a salary at a rate not less than *$684 per week; whose primary duty must be the performance of office or non-manual work directly related to the management or general business operations of the employer or the employer's customers; and whose primary duty includes the exercise of discretion and independent judgment with respect to matters of significance.

Professional. An employee is exempt as a professional employee, who is compensated on a salary basis at a rate not less than *$684 per week; whose primary duty is the performance of work requiring knowledge of an advanced type (defined as work which is predominantly intellectual in character and which includes work requiring the consistent exercise of discretion and judgment) in a field of science or learning customarily acquired by a prolonged course of specialized intellectual instruction; or whose primary duty is the performance of work requiring invention, imagination, originality or talent in a recognized field of artistic or creative endeavor.

Computer. An employee is exempt as a computer employee who is compensated on a salary basis at a rate not less than *$684 per week; who is employed as a computer systems analyst, computer programmer, software engineer or other similarly skilled worker in the computer field performing one or more of the following duties:

- The application of systems analysis techniques and procedures, including consulting with users, to determine hardware, software or system functional specifications;
- The design, development, documentation, analysis, creation, testing or modification of computer systems or programs, including prototypes, based on and related to user or system design specifications;
- The design, documentation, testing, creation or modification of computer programs related to machine operating systems; or
- A combination of the aforementioned duties, the performance of which requires the same level of skills.

*$684 is the earnings threshold amount as of the date of this Personnel Policy. This amount is subject to change at any time by the U.S. Department of Labor.

Highly Compensated. An employee is exempt as a highly compensated employee who performs office or non-manual work and is paid the IRS annual compensation limit or more and regularly performs at least one of the duties of an executive, administration or professional employee identified in the standard tests for exemption. The IRS sets the compensation limit each year.

Section 5.14 Temporarily Performing Different Duties Exemption. If an emergency situation exists that directly threatens human life or safety, serious damage to property, or serious disruption to the operations of the City

that are beyond the City's control and could not have been reasonably anticipated, the City Manager has the authority to assign qualified employees to temporarily perform work in connection with the emergency and not those of the employee's primary duties. As such, should an exempt employee temporarily perform non-exempt work, he or she will be re-classified as a non-exempt employee for the week(s) in which non-exempt work was performed. The City Manager will reassess employee's exemption status every 30 days.

Section 5.15 **Stand-by Time**. Standy-by Time is the time that a non-exempt employee shall be available after completing his or her regular work shift, to include weekends and holidays, in which the employee is required to be available for call back to return to work in case of emergency or need. The employee is expected to return to work within one hour. Employees shall ensure accessibility by cellular phone and may not consume alcohol while on Stand-by. An employee will receive $8.00 per day for each day on which he or she is designated and serves Stand-by Time. Consequently, if an employee in Stand-by status must return to work, he or she shall be compensated as defined in "Call-back Pay."

Section 5.16 **Call-back Pay.** When a non-exempt employee is on "Stand-by" or "Detective Detail" and must report to a designated location in which work will be performed, he or she will be compensated from the time of leaving his or her current whereabouts for the greater of two hours or for the actual hours worked. In the event the employee has gone back to his or her current whereabouts and then gets called out again, this shall be treated as a separate occurrence. In the event the employee gets called out while still on a call, this does not suffice as a separate occurrence. An employee must accurately record the times worked for payroll purposes. The pay will be at the regular hourly rate of pay unless he or she has or will exceed the hours required in which overtime must be paid.

Section 5.17 **Differential Pay**. A full-time non-exempt, non-sworn Law Enforcement employee or a full-time non-exempt Fire Suppression employee, that works between the hours of 8:00 p.m. and 6:00 a.m. on any day of the week, will receive a differential pay of $2.00 per worked hour.

Section 5.18 **Differential Pay Specific to Law Enforcement sworn Officers:**

Detective Detail Pay: A non-exempt detective that is designated on a daily and/or weekly basis to perform off-shift job duties including but not limited to job-related telephone calls, correspondence, and the availability to return to work in case of emergency or need. The employee is expected to report to the given designated location within no more than one hour of receipt of the call for emergency or need. As such, the detective must always ensure accessibility by cellular phone. A detective will be paid an hour for each designated day of Detective Detail. This shall be tracked in the payroll system under the code "Detective Detail." Hours worked will be at the regular hourly rate of pay unless he or she has or will exceed the hours required in which overtime must and shall be paid.

K9 Handler Pay: A Police Officer that is actively a K9 Handler will be paid an hour each day. This shall be tracked in the payroll system under the code "K9 Handler." This compensation is for the services performed for K9 activities which are reasonably related to maintaining the police dog for the job (i.e., food, time spent feeding, exercising, training, grooming, cleaning up after the dog, etc.,).

Section 5.19 **Employee Relationships.** Definitions*: Consensual Social Relationship:* A relationship to which both employees voluntarily and mutually consent including but not limited to; dating, romantic relationships, marriages, and marriages ending in dissolution. *Relative:* For purposes of this section of the policy, a relative is any person who is related by blood, marriage, or adoption.

Employees in a consensual social relationship or employment of family members in the same department of an organization may cause work disruptions, individual job performance to suffer, tension, uneasiness or strife between employees in and outside the relationship, actual or perceived favoritism between the employees in the relationship, decisions made or perceived to be made based on emotions or the relationship rather than on facts, an actual conflict of interest, the appearance of a conflict of interest based on the perception of employees or the public, and the potential for sexual harassment complaints.

The City expects employees to work together as team members to achieve the goals of the department and the City. Consequently, the following must remain ongoing in existence of cases of consensual social relationships and employment of relatives: (1) One of the parties does not have authority (or practical power) to supervise, appoint, remove, or discipline the other; (2) Neither party handles confidential material that could create improper or inappropriate access to that material by the other; (3) Neither party is responsible for auditing the work of the other;

and (4) Circumstances do not exist that might lead to potential conflict among the parties or conflict between the interest of one or both parties and the best interest of the City.

Employees should be aware in advance that a likely outcome of employees of the City who engage in consensual social relationships or employment of a relative in the same area, is that one of the employees may be transferred, or required to resign to avoid potential adverse impact on the City's activities. This policy applies to promotions, demotions, transfers, reinstatements, rehires, Initial probationary, probationary and regular or part-time employees. *An employee must notify the Human Resources Director if he or she enters into a consensual social relationship with another employee or if he or she has a relative in the same department. Failure to immediately report will result in disciplinary measures up to and including termination of one or both employees.*

Section 5.20 Outside Employment. To ensure that a conflict of interest does not exist in the case of an employee who works elsewhere, approval is required beforehand. It is the expectation of the employee to advise his or her Department Director when an employee does have outside employment. The employee will be given the City's official outside employment request form to be completed. Upon completion, the Department Director will either approve or disapprove. *An employee that performs outside employment before receiving an approval or proceeds with outside employment that was unapproved, will subject an employee to disciplinary measures.* The completed employment request form will be placed in the employee's official personnel file.

Section 5.21 Gifts and Gratuities. An employee shall not solicit and shall refuse to accept any gifts, gratuities, money, loans, or promises that could be interpreted as favor or cause his or her to refrain from performing his or her duties or create a negative image for themselves or the City. However, these limitations are not intended to prohibit the acceptance of articles of nominal value that are distributed generally such as calendars, pens, mugs, snacks, meals or flowers. Such items must not be lavish, frequent or create the appearance of an attempt to influence business decisions. It is particularly important that Public Safety employees guard against relationships which might be construed as evidence of favoritism, coercion, unfair advantage or collusion. Offers of non-nominal donations to a particular department or to the City as a whole shall be referred to the City Manager prior to acceptance. *Violations of this policy will result in disciplinary measures up to and including termination.*

Section 5.22 Political Activity. It is the policy of the City of Griffin to not prohibit its employees or officers from offering or holding most elective or appointed offices of this state or any political subdivision of this state, board, commission, authority, political party, or political organization, provided the office is not full-time and does not have the potential to conflict with the performance of official duties of the person as a City employee or officer. However, a City employee may not hold the office of Commissioner of the City of Griffin while employed by the City. The City of Griffin encourages its employees to become active in matters of local concern within the community; however, any regular employee or officer of the City shall confer with the City Manager, prior to qualifying for election or accepting appointment, to ascertain whether the office sought poses the potential for conflict with the City or the employee's job responsibilities to the City. Factors the City Manager may consider in balance with an employee's First Amendment right to qualify for or serve in public office are: the elected office or position's potential for conflict with the employee's job duties; the potential for conflict between jurisdictional authority of the City and the office or position sought (including the political subdivision or entity which such public office serves); time constraints of the elected office or position in contrast with time requirements and responsibilities of the employee's job (which is considered primary); and whether the office sought is partisan or non-partisan.

City employees may participate in political or partisan activities of their choosing as private citizens when not on City time, provided that they do not utilize City resources or property not otherwise available to a member of the public lawfully speaking on a matter of public concern, and further provided the activity does not adversely affect the responsibilities of the employee in his or her position or disrupt the efficiency of City operations.

An employee shall not publicly endorse or actively support any campaigns for City elected officials while on City time or when the employee could be perceived as representing and/or speaking on behalf of the City or as a City employee. Employees are prohibited from soliciting or accepting political favors, goods, and/or services from elected officials, including conditions of employment, for purposes of personal gain. Employees are encouraged to familiarize themselves with the applicable State and local Ethics Code.

Employees shall not solicit contributions or services for a partisan political cause, ballot issue, or a campaign for public office of any kind while on City time or on City property not otherwise available to a member of the public

lawfully speaking on a matter of public concern. Employees are prohibited from utilizing a City uniform or vehicle, or otherwise representing the City or identifying as a City employee, while campaigning or advocating for a partisan political cause, ballot issue, or candidate for public office. Employees may not allow others to use City funds for political activities under any circumstances, nor shall they authorize the use of City facilities or property for political activity except as authorized by the Code of Ordinance for the City of Griffin, or other City policies.

Any City employee who meets with or may be observed by the public, or who otherwise may be perceived as representing the City to the public, while performing his or her regular duties shall not wear or display any button, badge, sticker, or other apparel relevant to any candidate for public office, political cause, or ballot issue.

Employees should be cognizant that their activities and speech, both in person and via social media, carry a heightened perception of authority within the public and/or community at large and will be more closely scrutinized by persons who know they are employed by the City, regardless of whether such authority actually exists or is disclaimed. Employees who engage in political activities must take personal responsibility for ensuring that such activity is consistent with all policies of the City of Griffin, including, but not limited to, those pertaining to prohibitions against false or misleading statements; promotion or endorsement of violence or illegal activity; disparaging individuals or groups based on race, ethnicity, national origin, gender, sexual orientation, religion, disability, or other characteristics protected by law; or otherwise engaging in conduct unbecoming an employee of the City of Griffin, bringing discredit to the City, or interfering or being detrimental to the mission or function of the City.

Political activities which cause unnecessary and material disruption to, or interference with, the City's operations and relationship to the public it serves may lead to disciplinary action, even if such activity is conducted off duty and without the use of City resources.

Situations involving an employee's political activity are often evaluated on a case-by-case, fact-intensive basis, and the laws in this area are rapidly evolving. Employees are encouraged to discuss the application of this policy with the City's Department of Human Resources before engaging in such activity if they are concerned that they may be in violation.

Section 5.23 Confidentiality. Upon employment with the City and as a condition of continuing employment, the City requires that all employees protect the confidential matters of the City as defined in O.C.G.A. 50-18-70 *et. seq.* or further defined in the Georgia Open Records Act. *Disclosure of confidential information that an employee may see, hear or learn in the performance of duty, unless legal provision requires otherwise, is prohibited and will result in disciplinary action up to and including termination.* It is the City's policy not to discuss confidential issues with anyone other than the employee. If the employee is not known to the person assisting him or her, identification will be required before assistance is provided.

The City also requires that employees not disclose to anyone, other than authorized City representatives, any information which has not been cleared for public disclosure, released to the news media, published in a newsletter, or otherwise approved for general distribution. No restricted, confidential or privileged information, records or material concerning the City shall be used, released or discussed with anyone outside the office or with other employees without authorization. Georgia Open Records Act requests should be directed to the City Manager, or his or her designee, and/or City Attorney. *Violation of this policy may result in termination of employment, and potential civil and criminal prosecution.*

Section 5.24 Conflict of Interest. An employee must avoid any relationship or activity that might impair or even appear to impair his or her ability to make objective and fair decisions when performing his or her job. At times, one may be faced with a situation where actions on behalf of the City may conflict with your own personal or family interest. However, you owe a duty to the City to advance its legitimate interests when the opportunity to do so arises. One must never use the City's information for personal gain or personally take for oneself any opportunity discovered through one's position with the City. If an employee, an employee's business, or any business in which the employee or member of the employee's immediate family has a substantial interest in transacting business with the City, or if an employees' immediate family member is otherwise the subject of interest for the City, the employee should disclose such relation beforehand so that any possible conflict of interest can be evaluated and minimized as necessary.

Section 5.25 Code of Ethics. It is the intent of this Code of Ethics that no city employee shall knowingly engage in any activity which is incompatible with the proper discharge of his or her job duties or which would tend to

impair his or her judgment or actions in the performance of his or her job duties. Furthermore, city employees should avoid any action which might result in or create the appearance of using his or her employment for private gain, impeding city efficiency or economy, and/or otherwise affecting adversely the confidence of the public in the integrity of those who conduct the day-to-day operations of the City of Griffin.

Section 5.26 **Dress and Grooming**. Employees are expected to maintain the highest standards of personal cleanliness and present a neat, clean, groomed, and professional appearance always. Our professional image is an important aspect of our organization. Whether or not job responsibilities place employees in direct contact with City Officials, County Officials, State Officials or the public, employees represent the City with their appearance as well as their actions.

Uniforms, including appropriate footwear provided by the City of Griffin and applicable to respective departmental duties, shall be always worn as designated. Failure to return uniforms as due or returning damaged uniforms will be charged to the employee. Clothing and/or work-boot reimbursements are limited but budgeted in some form annually for all positions and departments.

Though not all inclusive, the following are not allowed at any time for any employee, including Administrative casual day; shorts, t-shirts unless part of a uniform, scantily-clad tops or tops that reveal undergarments, jeans with holes, low-riding jeans, midriff tops, athletic style apparel (i.e., sweatpants, jackets, running suits, gym pants, leggings), short skirts or dresses, front or back low necklines, flip flops, slippers, croc's or clothing that has words, slogans, pictures, advertisements, scenes, etc., that would be disruptive or considered offensive within the work environment or to the public.

Administrative casual days are on Fridays, and other days as designated at the City Manager's discretion. Normal business attire or jeans, tennis shoes, and City of Griffin t-shirts are allowed on administrative casual days.

Situations in which inappropriate attire is worn or other non-compliance to the Dress and Grooming policy exist will be addressed by the employee's Department Director or the City Manager. Employees who are improperly attired may be required to leave work to change their attire and will not be compensated for the time away.

The City recognizes the importance of individually held religious beliefs to persons within its workforce. The City will reasonably accommodate an employee's sincerely held religious beliefs or medical needs in terms of workplace attire unless providing the accommodation creates an undue hardship.

The City Manager has the final determination of whether attire is considered unacceptable or may be accommodated.

Section 5.27 **Tattoos, Body Piercings, and Other Body Art**. City management recognizes and applauds a person's individual expression with respect to tattoos, body piercings and other body art. However, it is the policy of the City of Griffin to require employees to ensure exposed tattoos are non-offensive to a reasonable person. Tattoos that may be considered offensive must be covered. Other body art must be covered except for piercings, which must be tasteful, non-offensive, and professional. An exception to this rule may be reasonably accommodated based on a sincerely held religious belief unless providing such accommodation creates an undue hardship. The City Manager has the final determination of whether such individual form of art is considered unacceptable or may be accommodated.

Section 5.28 **Employment Benefits.** The City provides certain employment benefits for its employees and retirees under such terms, conditions, and eligibility requirements as determined by the Board of Commissioners. Only initial probationary full-time and regular full-time employees are eligible for employment benefits. Such benefits include health, dental, vision, disability, life insurance benefits, and other benefits it deems appropriate. Benefit terms, conditions and rates are subject to change annually. The benefit year is July 1 to June 30 of the subsequent year; however, the plan year is calendar year. To maintain benefits, an employee must work and/or use paid time off for a minimum of 30 hours each week.

The City of Griffin also offers a deferred compensation plan, 457(b), whereby an employee may contribute a portion of his or her pre-tax income for retirement purposes. Lastly, the City offers its benefit-eligible employees a Defined Benefit Retirement Plan which is administered by the Georgia Municipal Employee Benefits System ("GMEBS"). The retirement benefit is determined by taking years of service multiplied by 2.0, then multiplying that number, as a percentage, by the highest 5 years of average gross salary. For example, an employee hired today who works 30 years with an average of the highest 5 years of gross salary being $40,000.00 can expect to retire with 60% of his or

her average pay, which in this case, would amount to $24,000. Employees will be required to contribute to the GMEBS Defined Benefit (DB) Retirement Plan at a contribution rate of 2.0% on each regular payroll for all participants who are in service with the City on or after July 1, 2018. Vesting occurs at the completion of 10 years of service. Employees may take a normal retirement at age 65 with at least 5 years of service. Employees may take an early reduced retirement at age 55 with less than 25 years of service. An alternate normal retirement benefit is available for regular full-time employees who reach age 55 with at least 25 years of service. Certified Law Enforcement employees and Fire Suppression employees (as defined by the DB Master Plan) fall under the "Rule of 75". Using the same retirement benefit calculation above, they may take a regular retirement upon reaching age 50 with at least 25 years of service.

The information in this section is merely a summary. Please refer to each benefit plan's certificate of coverage or plan document for a complete description of all benefits and exclusions. Because the City provides such benefits, they are subject to modification, reduction, or termination at any time at the discretion of the Board of Commissioners, and no employee and/or retiree shall possess a contractual, proprietary, or other enforceable interest.

Receiving benefits when an employee is not or no longer eligible is a prohibited violation.

Section 5.29 Employee Assistance Program (EAP). The City contracts with a provider to offer support in areas such as alcoholism, drug abuse, family or relationship problems, emotional problems, stress management, and child and adolescent counseling needs. The services are free to all City employees and their dependents. The EAP is completely confidential.

There are times management, as an intervention strategy, may mandate an employee to take advantage of the EAP. This may be initiated in response to workplace violence threats, suicidal thoughts, drugs, alcohol and related performance indicators. In such case, the City will receive documentation from the EAP vendor and will keep such as confidential as possible. Information regarding the EAP can be found in the employee benefits booklet, in the office of Human Resources, and on the City's intranet.

Section 5.30 Inmate Fraternization. It is the policy of the City of Griffin to limit the amount and type of interaction employees have with inmate labor working under the direction and control of City or respective contracted personnel. All employees working for the City of Griffin are bound by the rules listed in this policy.

Employees shall not maintain social, emotional, sexual, business or financial associations with inmates either on duty or off duty. *Prohibited activities include but are not limited to*; telephone calls, letters, notes, or other communication outside the normal scope of employment. In addition:

- Employees shall not directly or indirectly give to or accept from any inmate, or his or her family, anything in the nature or promise of a gift. This includes but is not limited to; food, drink, money, tobacco, alcohol, drugs, gum, candy, books, phones, cd's, etc.;
- Horseplay between employees and inmates is prohibited. Horseplay includes but is not limited to; wrestling, pushing, chasing, or practical jokes;
- Employees shall not discuss with inmates either of their personal lives or those of other employees;
- Employees shall not bring in or carry out of a facility any item(s) for an offender;
- Employees shall not allow an inmate to interact with the public;
- Employees may not allow inmates to eat free world food without permission from the Warden;
- Employees shall not allow or give inmates any keys nor allow them to drive any vehicles except for lawn mowers and tractors;
- Employees shall not allow inmates to use computers, cell phones or telephones, mail things in care of their name, handle firearms or ammunition at any time; and
- Employees are expected to treat inmates professionally and with respect, and in turn should receive the same.

An employee who believes that he or she is a victim of a prohibited activity shall immediately notify his or her supervisor and the Director of Human Resources. Anyone with knowledge of another employee's violation of this policy shall immediately report such violation to the Director of Human Resources. *Any violation of this policy may subject an employee to termination of employment and a referral to the proper legal authority for potential criminal prosecution as authorized by law.*

Section 5.31 **Cell Phone Stipend.** *Eligibility*. An employee whose job duties include the need for hardware such as a cell phone, tablet or other personal device for 24/7/365 access. An employee will be provided a City mobile device for such purposes; however, if preferred and approved, such an employee may use his or her own personal device and receive a stipend for doing so. In either situation, work related communications are subject to the Georgia Open Records Act.

Stipend Amounts. The amount of the stipend will be determined by the business contact required by the employee's position and the need to perform his or her job responsibilities. The position generally requires emergency callbacks, irregular work hours, and other job-related factors that require the employee to routinely utilize such hardware. Any stipend amount will be added to an employee's regular paycheck on the last payroll of the month. Any stipend amount received will not constitute an increase to base pay and will not be included in any calculations of changes to pay or any other incentive. In accordance with IRS rules, the stipend amount is a taxable benefit.

An approved employee will receive $30 for talk, text, and data service (Tier 1). Department Directors and other approved employees may receive a stipend of up to $70 for talk, text, data, and mobile hotspot capabilities (Tier 2). Employees receiving the Tier 2 benefit must remain available for emergency contact anywhere, and at any time in support of critical systems with 24/7/365 response requirements. He or she shall respond to emails and phone calls both during and after regular work hours in which data is required. All stipends must be approved by the respective Department Director with final approval by the City Manager.

Employee Responsibilities Regarding a Stipend. An employee will be responsible for purchasing his or her own cell phone and any other related hardware, establishing a service contract with the provider of his or her choice, and is solely responsible for all payments to the service provider. Because the cell phone is personally owned by the employee, and the stipend provided is taxable income, the employee may use the phone for both business and personal purposes, as needed. Support from the City's Information Technology Department is limited to documentation provided for connecting the hardware to the City's provided services including the sending and receiving of emails, calendar use, contacts, and related storage. As a result, information contained on devices covered by this policy are subject to all City of Griffin policies in addition to federal and state data security and protection laws. Use of the phone in any manner contrary to local, state, or federal laws will constitute misuse and will result in immediate termination of the cell phone stipend.

An employee receiving a stipend must assist the City of Griffin, as needed, in providing access to information about or contained on the hardware covered by this policy in response to requests for such data or information by third parties as required by federal and/or state law. Any hardware that has data capabilities must be secured based on current security standards including password protection and encryption. If such hardware is lost or stolen, it must be reported to the employee's supervisor, the wireless device service provider, and the City's Information Technology Department immediately.

Cancellation. If an employee terminates his or her cellular services in which a stipend has been granted, it is his or her responsibility to notify his or her supervisor, so the stipend can be canceled. Likewise, any stipend will be ceased when an employee's job position changes no longer necessitating the need for the stipend, or if/when an employee separates employment. The City Manager reserves the right to cancel an employee stipend at his or her discretion at any time.

Section 5.32 **Telephone/Cellular Phone Use.** While at work, employees are to exercise the same discretion in using personal cellular phones as they do City phones. Excessive personal calls, text messaging, and use of other phone applications during the workday, regardless of the phone used, can interfere with employee productivity and be distracting to others. Employees are therefore required to make non-emergency personal calls during non-work time where possible and to ensure that friends and family members are aware of the City's policy. *Though not inclusive, the following will lead to disciplinary measures up to and including termination; excessive amounts of employee telephone calls and texting for personal non-emergency reasons; playing, browsing, and using non-work-related phone applications during work hours; inappropriate use of telephones (i.e., while with a customer, prank phone calls, calls to inappropriate places); inappropriate conduct and browsing; and placing personal long distance calls on City phones.*

Lastly, an employee may not write, send, or read any City communication on any phone while operating any motor vehicle or other moving equipment. All employees shall comply with hands-free verbal and electronic communications as required by Georgia law.

Section 5.33 Parking. In an effort to allow citizens convenient access to park when coming to support downtown businesses, employees regardless of being in their own personal vehicle or a City owned vehicle are expected to abide by the following: 1) Not park on the lower two levels of the parking deck; and 2) Not park on spaces on Bank Street, Hill Street, and/or Solomon Street unless it is a very brief stop. If an employee has a handicap permit or license, he or she may park in any designated handicap spot. In the event an employee has an Americans with Disability Act (ADA) issue or concern, please contact the Human Resources Director so he or she can work with the employee on a reasonable accommodation, if needed.

Section 5.34 Solicitations. Most forms of selling and solicitations are inappropriate in the workplace. They can be an intrusion on employees and citizens and may present a hazard to employee safety or the security of the City or employee property. The following limitations apply: 1) Persons not employed by the City may not solicit, survey, petition, or distribute literature on City premises at any time. This includes but is not limited to; persons soliciting for charities, salespersons, and questionnaire surveyors; and 2) Employees may not solicit literature for any purpose during work time or in work areas. Reasonable forms of solicitation for charitable organizations may be permitted by the City Manager in advance.

Section 5.35 Smoking and Tobacco Use. The City of Griffin operates and maintains buildings for use by employees and officials, visitors and other individuals for the purpose of conducting City business. In recognition of the health dangers of first- and second-hand smoke, smokeless tobacco, cigarettes, e-cigarettes, vapes, cigars and pipes are prohibited in all City-owned vehicles and equipment, and while indoors on any City property. In addition, employees shall not engage in any form of tobacco use while in direct or potential contact with the public. *This prohibition includes but is not limited to building inspections, job site inspections, publicity or marketing events, and meetings held away from City property.*

The use of tobacco is permitted only in specific areas outside of buildings. Department Directors will determine appropriate tobacco areas and if and when tobacco breaks will be allowed. The City Manager must approve all permitted tobacco areas. *Failure to adhere to or to enforce this provision is subject to discipline.*

An employee and/or his or her spouse or dependent(s) covered by the City of Griffin's medical insurance policy, who use(s) tobacco products in any form, will be charged a tobacco user surcharge in addition to the regular medical insurance premium on his or her bi-weekly paycheck. The surcharge cost is $18.00 each pay period which is established by the City Manager and is subject to change at his or her discretion with a minimum of thirty days' notice to employees.

ARTICLE 6.

USE OF CITY ASSETS

Section 6.1 **Definition of Terms**: *"City Assets equipment and/or property"* includes but is not limited to; capital equipment used in the regular course of employment including but not limited to; lawnmowers, large power tools, backhoes, tools and machinery, vehicles, drones, radios, security access cards, computers, phones, cameras and keys.

"Negligent" is defined as the damage or loss of City assets due to an employee's dishonesty, willful misconduct, carelessness, misappropriation, or abuse.

Section 6.2 **City Vehicle Use Authorization.** The Department Director or City Manager may assign and/or provide a City vehicle to an employee to use for official City business during business hours and/or after hours due to the nature of the position held or if the employee's job duties require it.

In either case, a City vehicle is property of the City, and the employee shall use it for official City business and in the capacity for which it is assigned. If a vehicle is duly assigned specifically to an employee, only the employee shall operate it. If the City vehicle is not specifically assigned to an individual but shared among employees either on-the-job or after-hours for stand-by duty, only a duly authorized employee may operate it.

Any employee that operates a City vehicle, even if minimally, must complete the Use of City Vehicle form, which shall then be approved by the Department Director or City Manager. In the event a City vehicle is assigned specifically to an employee, the employee must also complete and have approved the Assignment of City Vehicle form.

Section 6.3 **Expectations for City Vehicles**. It is the expectation that employees display courteous and considerate driving habits when driving or riding in a City vehicle. The driver shall also observe all laws and rules of the road. Always wearing a seat belt, requiring seat belts of any passenger(s) (unless impossible such as a combative prisoner if employee is in law enforcement), and complying with hands-free verbal and electronic communications as required by Georgia law is the expectation.

Employees shall ensure safekeeping, proper care, maintenance, and cleanliness of any City vehicle, inside and out, as it is a reflection on the City. Vehicle interiors shall be kept free of litter and debris, and the physical appearance of the vehicle must create a good impression. Attaching personal items such as stickers, tags, flags, etc., or personal altering of the vehicle is prohibited unless authorized by the Department Director or City Manager specifically for support organizations. Tobacco usage and the transportation of animals or alcohol are prohibited in City vehicles, unless the transport is within official duties by sworn police officers.

Section 6.4 **Loss or Damage to a City Vehicles.** If a City vehicle is damaged, lost or stolen it must be reported to the Department Director and Risk Manager within twenty-four hours. The employee shall complete an Incident/Accident Report, which shall be signed by the receiving supervisor as well. The supervisor, in conjunction with the Department Director and Risk Manager shall conduct and document a thorough investigation. Under no circumstance shall an employee attempt to repair any damage to the vehicle in lieu of reporting it properly.

Any "at-fault" accident or injury with monetary damages or claims in excess of $1,000, or two or more "at-fault" accidents or injuries will result in an automatic written reprimand. "At-fault" accidents or injuries with a cumulative total cost to the City of $10,000 or more during an employee's annual evaluation period will disqualify an otherwise eligible employee, in the Pay for Performance program. *Additional disciplinary actions up to and including termination will be taken for numerous and/or costly "at fault" accidents and injuries.*

Section 6.5 **Vehicle Reporting Requirements.** Violations, citations, fines or other actions taken by any police jurisdiction against an employee while driving a City vehicle, in person or by official photo cameras such as in school speeding zones, shall be the responsibility of the employee and shall be reported to his or her supervisor within no more than forty-eight (48) hours. An employee who operates vehicles in the course and scope of his or her employment must also notify his or her supervisor within forty-eight (48) hours of any license status change.

Section 6.6 **Revocation of Vehicle Privileges.** The City may, at any time without notice, conduct a license check and/or verify updated driving records of an employee that drives a City vehicle as an on-going condition of employment. In addition, the City may at any time add and maintain GPS tracking, with or without notice. *Intentional tampering, misuse, or removal of such tracking device by an employee is grounds for disciplinary action up to and including termination.*

The Department Director or City Manager reserves the right to remove vehicle privileges from an employee for any length of time for disciplinary reasons, any violation(s) as stated in this Article, a change in job assignment or duties and responsibilities, or as related to a worker's compensation or other leave of absence.

Section 6.7 Qualified Non-Personal Use of Vehicle. An employee's use of a Qualified Non-Personal Use of Vehicle is a working condition fringe benefit and is excludable from an employee's taxable wages. A Qualified Non-Personal Use Vehicle, as defined by the IRS, is any vehicle that the employee is not likely to use more than minimally for personal purposes because of its design *("de minimis"*). Specific to the City of Griffin, these include the following:

1. Clearly marked police, fire and public safety officer vehicles for those employees always on call, required to use the vehicle for commuting, and prohibited to use it for personal purposes.

2. Unmarked vehicles used by law enforcement officers responsible for the prevention or investigation of crimes involving injury to persons or property; and authorized by law to carry firearms, execute search warrants and make arrests; and regularly carry firearms.

3. Bucket trucks, cement mixers, garbage trucks, dump trucks, combines, and forklifts;

4. Any vehicle designed to carry cargo with a loaded gross vehicle weight over 14,000 pounds.

5. Qualified specialized utility repair truck. The term qualified specialized utility repair truck means any truck (not including a van or pickup truck) specifically designed and used to carry heavy tools, testing equipment, or parts if:
   (i) The shelves, racks, or other permanent interior construction which has been installed to carry and store such heavy items is such that it is unlikely that the truck will be used more than a "*de minimis"* amount for personal purposes; and

   (ii) The City requires the employee to drive the truck home in order to be able to respond in emergency situations for purposes of restoring or maintaining electricity, gas, telephone, water, sewer, or steam utility services.

6. Trucks and vans not likely to be used more than a "*de minimis"* amount for personal purposes, that are clearly marked with permanently affixed City decals or special painting, are equipped with at least one of the following: hydraulic lift gate, permanently installed tanks or drums, permanently installed side boards or panels materially raising the level of the sides of the bed of the truck, or other heavy equipment such as an electric generator, welder, boom or crane used to tow other vehicles.

Section 6.8 Commuting Valuation Rule. Personal use of a City vehicle is defined as use not all for City business. Personal use of a City vehicle is considered a taxable fringe benefit to the employee, unless it is used on a "*de minimums"* basis, such as an occasional use for personal errand while commuting to and from work. In such circumstance, the City will use the Commuting Valuation Rule for vehicles not subject to the Qualified Non-Personal Use exemption. Under this rule, commuting to work and home and vice versa, is subject to Federal withholding at a rate of $1.50 per one-way and $3.00 round trip. Respective employees must keep a daily log per month for applicable days of commuting. Logs shall be reviewed monthly by the supervisor and approved by the Department Director. It is the responsibility of the employee to maintain these logs for his or her benefit. The Human Resources Director, or his or her designee, will request in June and December that the one-page log that has the total amount per month calculated be provided for the purpose of calculating the Federal withholding through payroll.

Section 6.9 Usage Expectations of all City Assets. Employees who are issued or use City equipment and/or property shall be responsible for the safekeeping, clean condition (inside and out), proper care, maintenance and operability. Damaged, lost or stolen City equipment shall be reported to the Department Director, and a thorough investigation shall be conducted and documented. Replacement equipment may not be issued until the investigation is complete, unless an emergency exists that requires immediate replacement.

City equipment and/or property shall only be used by those to whom it is assigned. Use shall be limited to official purposes and in the capacity for which it is assigned, except when otherwise directed by appropriate supervisor or required by special circumstances. In the event any City equipment and/or property becomes damaged or unserviceable, no employee shall attempt to repair the equipment and/or property without prior approval of his or

her supervisor (unless it is defined as his or her job duties.) Damaged or unserviceable City equipment and/or property shall not be thrown away, sold, traded, donated, destroyed, or otherwise disposed of by an employee. The employee shall bring the matter to the attention of his or her supervisor. The supervisor in conjunction with the Department Director shall determine if the equipment and/or property shall be recommended as surplus. If so, proper protocol as detailed further in the Financial Standard Operating Procedures shall be followed.

An employee's intentional, negligent abuse or misuse of City equipment and/or property and any other violation of City Assets will lead to disciplinary measures up to and including termination. In addition, any employee who attempts to steal, sell, or use City property for his or her individual benefit in any way will be subject to disciplinary measures up to and including termination of employment and forfeiting of Pension Plan rights, if eligible. Furthermore, an employee that attempts to bid on, purchase except for property lawfully placed on Government Deals, or otherwise take possession of any property declared as surplus and being offered for sale by the City, will be subject to disciplinary measures up to and including termination of employment and forfeiting of Pension Plan rights, if eligible.

ARTICLE 7.

DRUGS AND ALCOHOL

Section 7.1 **Drug and Alcohol-free Workplace**. *Purpose and Goal.* The City of Griffin is committed to protecting the safety, health, and well-being of all employees and other individuals in our workplace. The City recognizes that alcohol abuse and drug use pose a significant threat to City goals. The City has established a drug-free workplace program that balances respect for individuals with the need to maintain an alcohol and drug-free environment.

- This policy recognizes that employee involvement with alcohol and other drugs can be very disruptive, adversely affect the quality of work and performance of employees, pose serious health risks to users and others, and have a negative impact on productivity and morale.
- The City has no intention of interfering with the private lives of its employees unless involvement with alcohol and other drugs off the job affects job performance or public safety.
- As a condition of employment, the City requires that employees adhere to a strict policy regarding the use and/or possession of drugs and alcohol.
- The City encourages employees to voluntarily seek help with drug and alcohol problems through their own measures or that of the City's Employee Assistance Program (EAP), a provided City benefit for all employees.

Covered Workers. Any individual employed by the City of Griffin.

Applicability. This drug and alcohol-free workplace policy is intended to apply whenever anyone is representing or conducting business for the City. Therefore, this policy applies during all working hours, meal periods, Stand-by Duty, Detective Detail, and whenever conducting business representing the City, or when wearing any item or operating any equipment belonging to the City of Griffin.

Prohibited Behavior includes:

- The use, abuse, solicitation, theft, possession, transfer, purchase, sale or distribution of controlled substances, drug paraphernalia, illegally obtained prescription drugs or alcohol by an individual anywhere on City premises, while on City business (whether or not on City premises), during the course of a work shift, or while representing the City.

- Reporting to work or working while using or under the influence of alcohol or any other controlled substances. For purposes of this policy, an employee shall be determined to be under the influence of either- if there is blood or urine in a positive amount as determined by a diagnostic test or if the employee has openly confessed of being under current influence.

- Reporting to work in a condition which may create the impression with other individuals that the employee may be under the influence of non-prescribed drugs, excessive controlled substances, or alcohol (such as having an alcohol smell).

- Reporting to or being at work while using prescribed drugs where, in the opinion of the City, such use prevents the employee from performing the duties of his or her job or poses a risk to the safety of the employee, other persons, or property.

Prescription Drug Use. Any employee using prescription medication while on the job shall do so in strict accordance with medical directions. It is the employee's responsibility to notify the prescribing physician of the duties required by the employee's position and to ensure the physician approves the use of the prescription medication while the employee is performing his or her duties.

The abuse and/or inappropriate use of legally prescribed drugs, including the performance of duties when the employee knows or should know that he or she is potentially impaired due to the prescription drug use, shall be prohibited and shall be deemed a violation of this policy. Job performance or attendance deficiencies resulting from use shall be cause for disciplinary action up to and including termination. If any employee's behavior or job performance gives rise to a reasonable suspicion that the employee is abusing or inappropriately using prescription

medication, the employee may be required to submit to drug testing and not allowed to work until such time as the employee is cleared by the employee's physician.

Notification of Convictions. An employee who is arrested or convicted of a criminal drug or alcohol violation while employed by the City must notify their Supervisor and Department Director within two calendar days of their arrest.

Consequences. One of the goals of this drug and alcohol-free workplace program is to encourage employees to voluntarily seek help with alcohol and/or drug abuse. If, however, an individual violates this policy, he or she will be subject to disciplinary action, up to and including termination of employment. An employee may be required to enter a drug and/or alcohol treatment program as a condition of continued employment at the discretion of the City. If the employee fails to successfully complete the treatment program, he or she will be subject to disciplinary action, up to and including termination of employment. Nothing in this policy prohibits the employee from being disciplined or discharged for other violations and/or performance issues.

Assistance. The City of Griffin recognizes that alcohol and drug abuse are addictions which are treatable illnesses. The City also realizes that early intervention and support improve the success of rehabilitation. To support our employees, we will:

1. Encourage employees to seek help if they are concerned that they or their family member(s) may have a drug and/or alcohol problem;
2. Offer all employees assistance with alcohol and drug problems through the Employee Assistance Program (EAP); and
3. Mandate an employee in exigent circumstances or those employees in Law Enforcement to contact the EAP.

Confidentiality. All information received by the City through the drug and alcohol-free workplace program or EAP is confidential communication. Access to this information is limited to those who have a legitimate need to know in compliance with relevant laws and management policies.

Shared Responsibility. A safe and productive drug and alcohol-free workplace is achieved through cooperation and shared responsibility. Both employees and management are encouraged to:

- Be concerned about working in a safe environment;
- Support fellow workers in seeking help;
- Encourage the use of the Employee Assistance Program; and
- Report dangerous behavior to their supervisor or a higher level of management.

Communication. Communicating the City's drug and alcohol-free workplace policy to both supervisors and employees is critical to the City's success. Prospective employees are notified of the City's policy when applying for a job and subsequently during the pre-employment process. Upon employment, employees are continually advised of the policy in written and verbal communications.

Section 7.2 Testing for Drugs and Alcohol. It is the intent and policy of the City of Griffin to prevent the usage and eliminate the presence of alcohol and illegal drugs in the workplace. It is also the City's intention to provide a safe work environment for all employees, protect City property and equipment from damage, assure all City business is conducted with efficiency and quality, and protect the public and its property against endangerment due to the impairment of City employees' physical and/or mental capabilities. Therefore, as a condition to employment with the City, all employees must comply with the requirements of this policy.

Definitions. "Established Drug Test" means the collection and testing of bodily fluids administered in a manner equivalent to that required by the Mandatory Guidelines for Federal Workplace Drug Testing Programs (HHS Regulations 53 Fed. Reg. 11979, et. seq.), as amended or any other professionally valid procedures approved by the Georgia Department of Human Resources.

"Illegal Drug" means marijuana as defined in paragraph (16) O.C.G.A. Section 16-13-21, as amended; a controlled substance as defined in paragraph (4) of O.C.G.A. Section 16-13-71, as amended; or any other controlled substance or dangerous drug that persons are prohibited from using. The term "illegal drug" shall not include any drug when used pursuant to and in compliance with a valid medical prescription or when used as otherwise authorized by state or federal law.

Section 7.3 **Employees Subject to Random Drug or Alcohol Testing.** All employees working for the City of Griffin as an ongoing condition of employment are subject to random drug or alcohol testing without notice. Selection is made by neutral criteria so that all employees eligible for testing have an equal opportunity for being tested. The Risk Manager and the Human Resource Director shall be responsible for ensuring employees are selected on a random basis for drug testing, scheduling the testing, and compiling results.

Section 7.4 **Employees Subject to Drug or Alcohol Testing for Cause**. Testing for Cause applies when there is Reasonable Suspicion to believe that an employee is using illegal drugs, abusing alcohol or prescribed drugs. "Reasonable Suspicion" is based on a belief that an employee is using or has used drugs or alcohol in violation of the City's policy drawn from specific objective and articulate facts and reasonable inferences drawn from those facts in light of experience. Among other things, such facts and inferences may be based upon, but not limited to, the following:

- Observable phenomena while at work such as direct observation of substance abuse or of the physical symptoms or manifestations of being impaired due to substance abuse;
- Abnormal conduct or erratic behavior while at work or a significant deterioration in work performance;
- Evidence that an individual has tampered with any substance abuse test during his or her employment;
- An employee has used, possessed, sold, solicited or transferred drugs while working or while on City property or while operating City equipment;
- Where there is any unusual occurrence which could indicate the use of alcohol or drugs;
- When a substance abuse test is conducted as part of a routinely scheduled employee fitness-for-duty medical examination or is scheduled for all members of an employment classification or group; or
- As part of a follow-up to a rehabilitation program for such.

In the event a supervisor wants to subject an employee to testing for cause, he or she shall immediately contact the Department Director, who will notify the Risk Manager or Human Resources Director who shall conduct an investigation and proceed with next steps to include scheduling the test, compiling the result, and recommending the final outcome.

Section 7.5 **Post-Accident/Incident Drug and/or Alcohol Testing**. An employee shall be subject to a drug and/or alcohol screening:

- If the employee is operating a City vehicle and/or equipment causing any damage to the City's vehicle or equipment beyond normal wear and tear;
- If the employee is operating a City vehicle and/or equipment causing any damage to a vehicle, property or equipment belonging to someone else or inflicts bodily injury to someone else;
- If the employee is operating a vehicle in the course of City-related business causing any damage to the personal vehicle and/or other vehicle, property or equipment belonging to someone else, as well as any bodily injuries sustained to the other person(s); or
- If the employee sustains a work-related injury requiring significant medical treatment by a healthcare provider.

If or when any of the above occurs, an employee must inform his or her supervisor immediately. The employee's supervisor should immediately contact the Risk Manager for administering approval for post-accident screenings and medical attention to the appropriate medical facility; however, in the event of loss of life or limb, an employee should be taken to Spalding Regional Hospital for emergency treatment. In an extreme emergency where injuries require advanced treatment (i.e., trauma, burn, etc.,) the employee should be taken to the closest trauma center.

Section 7.6 **Confidentiality**. The City will make every effort to ensure that results of any tests and any outcomes are treated confidentially and handled only on a 'need to know' basis.

Section 7.7 **Penalties for Use of Alcohol or Illegal Drugs or Refusal to Submit to Testing**. All tests which produce a positive result for an illegal substance or alcohol use will be reviewed by a certified Medical Review Officer (MRO), a physician trained to evaluate test results. The MRO will determine whether the positive test is

valid and will certify the results of the outcome. An employee subject to testing by virtue of this policy who produces a valid MRO approved positive test result will be notified and given a copy of the test result, at which time, the employee (either in person or in writing) may rebut the test, explain any mitigating circumstances, or offer any other explanation. *A valid positive test certified by an MRO will result in the employee being recommended for termination of employment to the City Manager. Likewise, if an employee refuses to submit to a test or fails to complete the test as required, he or she will be recommended for termination of employment to the City Manager.*

ARTICLE 8.

SAFE WORKPLACE

The City is concerned about the well-being and personal safety of its employees and anyone doing business with the City. Consequently, the City strictly prohibits threats and acts of violence, including domestic violence. Acts of violence and/or threats of violence, whether expressed or implied toward individuals in the workplace, are prohibited and will not be tolerated. All incidents and threats of violence that are reported will be taken seriously, investigated, and addressed appropriately.

Section 8.1 Definition of Workplace Violence. Workplace violence is any conduct that is severe, offensive, or intimidating enough to make an individual reasonably fear for his or her personal safety or the safety of family, friends or property. Examples of workplace violence include, but are not limited to; threats or acts of violence or behavior that causes a reasonable fear or intimidation response that occurs on City premises, no matter what the relationship is between the City and the perpetrator or victim of the behavior or off City premises, where the perpetrator is someone who is acting as an employee or representative of the City at the time, where the victim is an employee who is exposed to the conduct because of work for the City, or where there is a reasonable basis for believing that violence may occur against the targeted employee or others in the workplace.

Section 8.2 Prohibited Conduct. *Examples of conduct that may be considered threats of acts of violence, and is therefore prohibited include but are not limited to the following:*

- Threatening physical or aggressive contact directed toward another individual or engaging in behavior that causes a reasonable fear of such contact;
- Threatening an individual or his or her family, friends, associates, or property with physical harm or behavior that causes a reasonable fear of such harm;
- Intentional destruction or threat of destruction of the City's or another's property;
- Harassing or threatening physical, verbal, written, or electronic communications, including verbal statements, phone calls, emails, letters, website materials, diagrams, drawings, gestures, and any other form of communication that causes a reasonable fear or intimidation response in others;
- Stalking which is defined as a pattern of conduct over a period of time, however short, which evidences a continuity of purpose and includes physical presence, telephone calls, emails, and any other type of correspondence sent by any means;
- Veiled threats of physical harm or actions and statements that intimidate, in any form, and lead a reasonable person to be fearful of harm; and
- Communicating an endorsement of the inappropriate use of a firearm or weapons of any kind.

To further ensure a safe working environment, weapons of any type, including, but not limited to; knives with 3-inch blades or longer, fighting weapons, brass knuckles, and stun guns are prohibited inside City buildings and properties, inside City-owned vehicles, or while conducting official business, on or offsite.

Domestic violence is defined as a pattern of coercive tactics carried out by an abuser against an intimate partner (the victim) with the goal of establishing and maintaining power and control over the victim. Where the abuser's tactics include any of the above-described conduct on City properties, this policy applies. Where such tactics include any of the above-described behaviors off City premises, this policy applies where the abuser is someone who is acting as an employee or representative of the City at the time, where the victim is an employee who is exposed to the conduct because of work for the City, or where there is a reasonable basis for believing that violence may occur against the victim or others in the workplace.

Section 8.3 Possession of Firearms. The Business Security and Employee Privacy Act allow employees to possess firearms in their personal vehicles while those vehicles are on an employer's property as long as such weapons are concealed and the vehicle is locked. The City has a vested interest in protecting the safety and wellbeing of its employees and citizens while respecting all local, state and federal laws. Other than lawful possession of concealed weapons located in a personal vehicle, no employee may have a firearm on City property or in City vehicles, including all take-home vehicles, except as authorized as a condition of the employee's job such as post-certified law enforcement officers.

Section 8.4 Reporting Procedures. If you observe the possession of unauthorized non-City issued weapons on City premises, or if you are subjected to or threatened with violence, or if you become aware of another individual who has been subjected to or threatened with violence, you must report this information to your supervisor, Department Director, Risk Manager or other appropriate higher-level official immediately. Supervisors must report all potential violations to the Risk Manager or Human Resources Director so they can be handled appropriately. Do not assume that any violation or threat is not serious. All complaints will be thoroughly investigated, and all complaints that are reported to management will be treated with as much confidentiality as possible. Even without an actual threat, the employee should report any behavior witnessed which is regarded as threatening or violent, when that behavior is job related, might be carried out on City property, or is connected to City employment. Under this policy, decisions may have to be made quickly to prevent a threat from being carried out, a violent act from occurring, or a life-threatening situation from developing. Nothing in this policy is intended to prevent quick action to stop or reduce the risk of harm to anyone, including requesting immediate assistance from emergency response resources (911).

Failure to report any threats or acts of violence in violation of this policy appropriately is itself a violation of this policy and may subject any employees involved to discipline up to and including termination. In addition, retaliation against anyone for reporting an actual or suspected violation of this policy in good faith will not be tolerated and will subject the individual engaging in the retaliation to discipline up to and including termination. Any complaints about retaliation should be reported in the same manner as violations of this policy are to be reported.

Section 8.5 City Expectations of Targeted Employees. The City reserves the right to seek orders of protection (also known as restraining orders or stay away orders) against any person who violates this policy. Additionally, employees themselves may seek and obtain orders of protection against individuals outside of the workplace. Employees so protected are obligated to immediately notify his or her Department Director, the Risk Manager, or the Human Resources Director if an order of protection extends to the workplace or if they reasonably believe that their safety (or the safety of others) in the workplace is affected by the order of protection. Employees should provide notification of:

1. The existence of any such order and a copy of the order;
2. Any violations or attempted violations of the order;
3. Any changes to the order that affect the workplace; and
4. The order being lifted.

Employees who are subject to orders of protection requiring them to stay away from or refrain from contacting other individuals who are or may be in the workplace must immediately provide a copy of the order to his or her Department Director. Upon being notified of an order of protection, it is the responsibility of the Department Director to relay the information to the Human Resources Director or Risk Manager. If the information cannot be relayed to the Department Director, it shall be relayed to the Human Resources Director or Risk Manager directly. He or she will contact the reporting party to gather information about the individual and assess the situation. The City will make every effort to maintain confidentiality of such orders with the understanding that it will use the information necessary to maintain safety in the workplace.

Section 8.6 Workplace Searches. Per Article 18 of this Personnel Policy, Employee Privacy in the Workplace, employees, volunteers, and contractors have no right or expectation of personal privacy in the use of city-owned or provided equipment, digital services, or physical resources, including desks, office spaces, lockers, or vehicles. The City has an interest in preventing workplace violence and keeping its workplace free from drugs, illegal weapons, alcohol, or other contraband that poses a risk to its employees and its operations.

If the City reasonably suspects that an employee either has or may have violated this policy, or that the employee possesses contraband that may pose a threat to other employees or the public, the City may request to search the employee and his or her personal effects or vehicle. *If an employee is asked to submit to a search and refuses, the employee will be subject to disciplinary action up to and including termination.* However, nothing herein should be interpreted as conditioning employment on a willingness to consent to an *unconstitutional* search.

In addition, the City may conduct searches of any property owned and/or provided by the City to its employees, including, but not limited to; any workstations, lockers, credenzas, cabinets, computers, and computer-stored information, voicemail, email, business records, and/or City vehicles, at any time, without notice to or permission from affected employees, for purposes of enforcing this policy and ensuring safety in the workplace.

Searches will be conducted by the Risk Manager or Human Resources Director with prior approval from the City Manager and may or may not be conducted in the presence of the person whose property is searched. Any weapon(s) or other contraband found in violation of this policy will be confiscated and may be turned over to law enforcement, as appropriate. Any illegal activity discovered during an inspection is subject to referral to the appropriate law enforcement authorities.

ARTICLE 9.

TRAVEL EXPENSES AND REIMBURSEMENTS

Section 9.1 **Procedure**. All requests for travel must be approved by the employees' respective Department Director and must be signed by the person requesting to travel and the respective Department Director. The City Manager shall review and approve all travel requests submitted by Department Directors, which must be submitted a minimum of five (5) working days before travel begins. All requests must be submitted on the forms provided by the Finance Department and be completed in full detail including the reason for the travel, departure and return times, and projected travel expense dollars. Travel and training shall be allowed based on budget and workload considerations and must be directly related to the position of the employee. To control costs and promote the conservation of funds, the Department Director shall limit the number of employees who travel to the same conference and should always keep in mind the need to maintain adequate staffing levels to provide effective service delivery to the citizens of Griffin.

Section 9.2 **Credit Card Policy**. The City of Griffin utilizes credit card programs to establish a more efficient, cost-effective method of purchasing and paying for goods and services within set usage limits. It is further intended to replace petty cash and the use of personal funds reimbursed through the payroll process. All credit card transactions are subject to open records, review, and comment. Under no circumstance shall the credit card be used for personal purchase. Parctipation in the credit card program is a privilege that can be revoked at any time.

Eligibility for a credit card, cardholder responsibilities, and allowable use of the credit card is detailed in the City of Griffin Financial Policy named Credit Card Policy.

Section 9.3 **Reimbursable/Non-Reimbursable Expenses**. Employees are expected to use a City vehicle when traveling on City business. If a city vehicle is not available, or the employee chooses to use his or her personal vehicle, he or she shall use a City Wex Fleet card for the purchase of necessary gas. Whenever two (2) or more employees attend the same conference, training seminar, etc., employees shall travel together using only one (1) vehicle. Parking garage charges and taxi fares or related, upon proof of applicable receipts, are reimbursable. Tips for valet parking are not reimbursable.

All travel within 200 miles of the City of Griffin City Hall shall be by automobile. Outside a 200-mile radius, the City Manager, at his or her discretion, will decide on a case-by-case basis whether travel by auto or air is most appropriate. All travel by air shall be in the lowest priced seat available. If applicable and approved in advance, economical rental car fees are reimbursable. Applicable receipts are required in all cases.

Employees shall use a city credit card to reserve hotel rooms and pay hotel expenses. If a circumstance arises that prohibits use of a city credit card for hotel expenses, either the Finance Director or City Manager must authorize use of an employee's personal card before the expense is incurred. It is the responsibility of the traveling employee to use the hotel/motel tax exemption and State local sales tax exemption when staying overnight within the State. If the hotel or motel refuses to accept either exemption form, the employee shall obtain written proof of their refusal on their company's letterhead to be submitted with the travel reimbursement request. An employee will not be reimbursed for either of these taxes if he or she fails to follow this process unless extenuating circumstances exist. Hotel/Motel stays are not eligible for reimbursement if they are within sixty (60) highway driving miles of City Hall, unless prior approval has been granted by the City Manager.

Meals are often provided with registration fees for the event an employee may be attending. If this is the case, additional meal reimbursements are not eligible. Meals are reimbursed only for the employee, and an appropriate itemized receipt listing all items purchased is required and will have to be submitted with the Reimbursement Request Expense Form. Reimbursement requests should include the amount of the meal and beverage. Gratuities are only reimbursable if documented on the receipt and the overall total does not exceed the maximum allowable expense. The following amounts are the maximum allowable meal amounts: Breakfast $15.00, Lunch $25.00, Dinner $35.00. In the event alcohol was purchased with the meal, it is preferable to be on a separate receipt from the meal as it is not eligible for reimbursement. If a separate receipt cannot be obtained, mark though it on the receipt and deduct the taxes applicable to it prior to submitting it for reimbursement.

No reimbursement for breakfast will be made on trips that begin after 7:00 a.m. in the time zone where the employee is located. No reimbursement for dinner will be made on trips that end before 7:00 p.m. in the time zone where the

employee is located. There will be no reimbursement for meals during attendance at seminars held within Spalding County as they are generally covered in the cost of the seminar, training, etc.

Expenses for alcoholic beverages, laundry or dry-cleaning, videos or other entertainment are not eligible for reimbursement. Spousal registration, lodging, travel, meals, event fees, etc. are not eligible for reimbursement at any time.

Section 9.4 Reimbursement Process for Travel. Upon return from any work-related travel, an expense form approved by the Finance Department shall be completed in full by the employee making the trip, signed and approved by the respective Department Director and submitted to the Finance Department no later than five (5) days following the trip. Itemized legible receipts are required for each line-item expense to be eligible for reimbursement.

Upon approval from the Finance Department and City Manager, any amount due an employee for reimbursement will be processed through regular payroll processing as timely as possible.

Section 9.5 Reimbursement Process for Non-Travel Items. In the event an employee purchases with his or her own dollars something on behalf of the City that is eligible for reimbursement, the employee shall complete the City's official reimbursement request form. The form must clearly indicate what the purchase was for, where the purchase was from, the dollar amount, and where the expense should be charged. The employee is required to sign the form, which then must have approval from the respective Department Director, Finance, and the City Manager, if applicable. All employee reimbursements are processed through regular payroll processing as timely as possible and are treated as non-taxable items.

Any request to purchase something with the intent of submitting it for reimbursement must have supervisor approval beforehand to be eligible for reimbursement. It is preferable that items are purchased and charged to the corresponding department's City credit card. In either case, a detailed receipt of the purchase is required.

Section 9.6 Travel Time for Non-Exempt Employees. An employee's regular commute to and from work is not compensable. If your job involves going to different locations, your travel time during the day is paid. However, this does not count the time spent at the beginning of your shift going to the initial location and the time spent going home from the final location.

If your work requires you to travel outside of your normal commute, you will be paid for the travel time in excess of your normal commute. For example, if you are going to a training course two hours away, and your normal commute is half an hour, you will be paid for an hour and a half.

ARTICLE 10.

PERSONNEL RECORDS

Section 10.1 **Personnel Transactions**. Upon employment of all employees, Human Resources will maintain all information as is necessary to certify the employment status, position, position description, and wage of each employee. Human Resources will maintain a separate personnel file for each employee which will be designated as the official personnel file which shall include but is not limited to; applications, resumes, separations, disciplines, performance evaluations, pay changes, and other personnel transactions. Individual personnel files may be kept by respective Department Directors/Managers, but all original documents shall be forwarded to Human Resources for the official personnel file.

As required by the Americans with Disabilities Act, employee medical information that includes records related to medical leave, reasonable accommodations, and related are maintained by Human Resources, but separate of the employee's personnel file. An employee's employment eligibility verification information and Georgia Crime Information Center (GCIC) shall also be maintained separate of the employee's personnel file.

Section 10.2 **Public Inspection and Confidentiality**. All personnel records of employees covered under these regulations and all other records and materials relating to the administration of the personnel system shall be considered open for public inspection to the extent required by the Georgia Open Records Act. Such records may be inspected only under the supervision of the Human Resources Director or his or her designee. Medical, GCIC, and employment eligibility verification information, are not available for inspection through the Georgia Open Records Act.

Section 10.3 **Destruction of Records**. Employee service records shall be retained in accordance with retention schedules established by O.C.G.A. Section 50-18-90 et seq., and applicable federal regulations, after separation of employment. Such records may be kept in their original form or in any other duplicate form deemed appropriate by the Human Resources Director. All other records, including correspondence, applications and examinations, shall be retained in accordance with retention schedules established by O.C.G.A. Section 50-18-90, *et seq.* and applicable federal regulations.

ARTICLE 11.

PAYROLL

Section 11.1 **Timekeeping**. The City must keep accurate records of employees worked hours to meet requirements under federal and state laws and to ensure that employees are paid properly for the hours worked. Accordingly, all employees must keep accurate records by clocking in and out as dictated by the department, which is the means of reporting hours. Employees should clock in on the time clock or web portal at the start of their shift and clock out for all non-working hours such as the meal period and at the end of the shift.

Supervisors are responsible for training all new hires in how to use the time clock or web portal. Supervisors must review discrepancies with actual hours worked by the employee and discrepancies with authorized leave during the pay period covered by the timecard. Supervisors and/or designated administrative staff shall do a final approval of timecards for their department no later than noon on the Tuesday of a pay week, unless indicated otherwise due to a City holiday.

Employees must observe the following rules with respect to timecards, web punches, and/or the use of a time clock:

• Employees generally punch their timecard in the time clock four times daily: at the beginning and end of the workday and before and after the meal period. Some departments have an automatic meal period, so confirm whether to clock in or out with your supervisor. Employees must obtain their supervisor's approval for any non-routine or unscheduled breaks or leave. Departments vary in the shift start time, end time, and meal period so please confirm with your supervisor. When clocking in or out, the employee's time will be rounded to the nearest five minutes.

• Employees should be ready to work as soon as they punch/clock in. Likewise, employees should avoid any work before they have punched the clock at the beginning of the day or after they have punched out. Where there is a significant difference, for example, ten minutes—between time worked and time recorded, employees should alert their supervisor to make an adjustment on their time. *Working "off-the clock" or unapproved overtime is prohibited.*

Misrepresenting working hours, falsifying information on a timecard, tampering with the City's time clock or that of another employee, and clocking in and out for another employee is prohibited and will lead to disciplinary measures.

Section 11.2 **Pay System.** The payroll system used by the City is from the vendor, Paychex. This is a cloud-based software program that can be accessed online by any computer at any time. This software allows employees to be able to view their pay stubs, W2's, time off balances, request time off, change tax withholding amounts, address, and more. All employees are encouraged to enroll in Paychex Flex; however, employees who clock in/out via the web must enroll. To enroll, go to login.flex.paychex.com/login and set yourself up as a new user. It will take several minutes to complete this process, as you will set up security questions and such.

Section 11.3 **Pay Period.** An employee will be paid for all time worked or requested and approved paid time off during the past pay period, bi-weekly on the subsequent Friday. The pay period begins at 12:00 a.m. on Sunday and ends on the subsequent Saturday at 11:59 p.m. With the exception of someone still working at 11:59 p.m. on such Saturday. In this case, the pay period ends when the employee clocks out from the Saturday worked shift which will be at some point on Sunday.

The City encourages direct deposit of your paycheck. Further, the City does not permit advances in pay.

Section 11.4 **Payroll Deductions.** By law, the City is required to deduct from an employee's paycheck legally required Federal, State, any other appropriate taxes, child support payments and wage garnishments. Other deductions include the mandatory 2% contribution into the Pension Plan for full-time employees, and those that an employee has specifically requested and authorized the City to perform, such as the employee's share of voluntary benefit premiums and 457(b) deferrals.

Federal and State taxes are determined by how you have completed the corresponding tax forms, which are completed by you upon employment. An employee may change his or her tax withholdings when desired. Employee withholding taxes are also withheld as required by the Federal Insurance Contribution Act (FICA). This

includes Social Security and Medicare benefits, which are a certain percentage of an employee's wages as required by law. FICA with-holdings cannot be changed by the employee. The City equally contributes on your behalf to FICA, which provides each working American with retirement income and provides income security to employees in the event of disability, income security to surviving members of a deceased worker's family, and insurance for the aged and the disabled.

It is the employee's responsibility to verify that all deductions are accurate according to his or her understanding of the deduction. For example, if an employee enrolls in a voluntary benefit, any premium due from the employee will show as a deduction on the employee's paycheck once the benefit becomes effective. If the amount of the deduction is incorrect or non-existent on the paycheck, this should be questioned by the employee as this indicates an error or misunderstanding.

It is the responsibility of the employee to bring any discrepancy regarding a payroll deduction to the attention of Human Resources within two (2) pay periods of the discrepancy or the City will assume no responsibility for the error or any reimbursement to the employee retrospectively. If the matter can be corrected at the time it will be.

Section 11.5 **Payroll Adjustments**. It is the responsibility of the Department Director to complete a Personnel Action Form (PAF) to dictate the specifics regarding the potential hire of a new employee, or to necessitate a change to an existing employee that will affect his or her job status, classification, pay, or other related matter. PAF's shall be submitted directly to the Human Resources Director who shall verify, approve, and submit the form to the City Manager who has final approval. Upon approval of the City Manager, the Human Resources Director, or his or her designee, shall make any payroll adjustment(s). Upon completion and execution, the PAF will be placed in the respective employee's personnel file.

Section 11.6 **W2 Form.** As required by law, annually one W2 is provided to each employee who worked any hours during the preceding calendar year. W2s are distributed timely and in accordance with Federal Law. Active employee W2s are provided to the respective department for distribution. Former employee W2s are mailed to the most current address the City has on file. An employee can also print his or her own W2 via the Paychex application. Requests for current and or prior W2s shall be directed to the Human Resources Department.

Section 11.7 **Recovery of Wages Improperly Paid**. Elected and appointed officials and employees may be held liable for the return of wages improperly or illegally paid to employees. Though highly infrequent, The City shall reserve the right to correct any improper or illegal wages and recover from employees the amount. If necessary, a payment arrangement can be made by the Human Resources Director.

.

ARTICLE 12.

SEPARATION

Section 12.1 **Separation from Employment.** By law, Georgia is an at-will employer state. At-will means that an employer can terminate an employee at any time for any reason, except an illegal one, or for no reason without incurring legal liability. Likewise, an employee is free to leave a job at any time for any or no reason with no adverse legal consequences. Separations shall be designated as one of the following:

- Resignation;
- Abandonment of job;
- Lay off;
- Loss of job requirements;
- Termination;
- Retirement; or
- Death

The separation date will be the last day physically worked by the employee, with the exception of an employee on Family Medical Leave who does not return, or a termination approved by the City Manager following a Disciplinary Conference pursuant to Section 15.6 of this Personnel Policy.

Section 12.2 **Resignation**. An employee shall submit to his or her Department Director written notice of resignation at least ten (10) working days in advance of the date of resignation. However, if the employee is in Fire Suppression the written notice of resignation shall be submitted at least five working shifts in advance of the date of resignation. During the notice period, an employee cannot use vacation, unless it was approved by the Department Director *prior* to receiving notice of resignation. Regardless of the date the employee specifies in the notice as his or her last day, the separation date will be the last day physically worked by the employee. If an employee calls in sick or doesn't work a complete shift due to being sick, the employee will not be allowed to use any sick leave unless a sufficient physician's notice is provided for the time not worked. The notice must be provided to the supervisor by the last day of the corresponding pay period to be considered.

Failure to complete a working Resignation notice and comply with the requirements of the notice period will result in the employee being ineligible for re-hire in the future. The City, at its discretion, maintains the right to deny an employee from working a notice. Upon receiving a resignation, the Department Director shall forward the notice to the Human Resources Director. Any employee resigning his or her job shall have no right of appeal. The Human Resources Department will send an exit survey that can be anonymously completed to any employee that resigns.

Section 12.3 **Abandonment of Job**. An employee not on a duly authorized leave of absence who fails to report for his or her work shift, for two consecutive days or one work shift if a Law Enforcement Officer or an employee in Fire Suppression and who has not contacted his or her supervisor or had someone contact him or her on the employee's behalf if it is not possible for the employee to, will be deemed to have abandoned his or her job. In addition, an employee who states he or she is leaving work at any time during his or her scheduled working shift without the supervisor's approval will be considered as abandoning his or her job. Further, denial by the supervisor of an employee's leave request, yet the employee takes leave anyway, shall be considered as abandonment of the job. An employee who abandons his or her job will not be eligible for future re-hire.

Section 12.4 **Lay-off.** An involuntary separation of employment by lay-off can occur in several ways and/or for several reasons, including the lack of work, lack of funds, abolishment of the position, departmental reorganization/restructuring, or by a reduction-in-force. This involuntary separation does not involve delinquency, misconduct or poor performance of the employee and reflects no discredit on the employee's eligibility for future employment.

Whenever the lay-off of any employee(s) becomes necessary, the City Manager shall notify the Department Director and the Human Resources Director a minimum of thirty (30) calendar days in advance of the intended action of the necessity for the lay-off and the reasons thereof. The Department Director, in conjunction with the Human Resources Director and City Manager will determine the basis of each position that will be laid off.

Lay-Off by Departmental Restructuring or Reorganization. When a department or division under the jurisdiction of a Department Director is reorganized, the Department Director shall submit to the Human Resources Director a new job description for all affected positions, a revised Organizational Chart, and a budgetary impact statement; provided, when a restructuring or reorganization impacts the position held by a Department Director or the Human Resources Director, the City Manager may bypass this step. For any departmental restructuring or reorganization, the City Manager shall make a recommendation to the Board of Commissioners in accordance with Article 3, Section 3.2(d) of the Charter and related laws of the City. Under such circumstances, the City Manager, in his or her discretion, may (but is not required) consider any combination of the following factors with respect to potentially-affected employees when making the recommendation to the Board of Commissioners: (1) seniority and classification; (2) years of service with the City of Griffin; (3) performance of a critical skill; and (4) job performance over the past three years.

Notice to Employees. If an employee is to be laid off, he or she shall be notified in writing by the Human Resources Director a minimum of thirty (30) calendar days in advance of the effective date of the lay-off.

Transfers/Reassignments. An employee scheduled to be laid off shall have the opportunity to apply for any vacancies available in which the employee is qualified.

No Right to Hearing or Appeal. An employee separated because of a lay-off in any form will have no right to an appeal. Provided, in the event an aggrieved employee alleges that a lay-off was motivated by unlawful discrimination or retaliation, he or she may file a complaint in accordance with Article 2 of this policy as herein set forth.

Section 12.5 Loss of Job Requirements. It is the expectation that each employee continues to meet the qualifications of his or her position. *Therefore, an employee that no longer has the necessary license or credential required for his or her position will be subject to disciplinary measures up to and including termination.* It is the expectation that the employee informs his or her Supervisor if this occurs immediately.

Section 12.6 Termination. A termination is the dismissal of employment initiated by the City. Terminations are governed by the provisions established in Sections 5.4, 5.8, 15.4 and 15.5, 15.6 and 15.7 of this policy as herein set forth.

Section 12.7 Retirement. The Retirement of an employee is the voluntary separation of an employee who has met the requirements of age and length of service under the laws governing the GMBES Defined Benefit Retirement Plan established in Appendix B of The Code of Ordinance for the City of Griffin, Georgia. An employee seeking retirement shall advise Human Resources and his or her respective Department Director with written notice of Retirement no less than two weeks from the date of retirement. During the notice period, an employee cannot use vacation, unless approved by the Department Director *prior* to him or her receiving the notice of retirement. Regardless of the date the employee specifies in the notice as his or her last day, the separation date will be the last day physically worked by the employee. If an employee calls in sick or doesn't work a complete shift due to being sick, the employee will not be allowed to use any sick pay unless a sufficient physician's notice is provided for the time not worked. The notice must be provided to the supervisor by the last day of the related pay period to be considered.

Failure to complete a working Resignation notice and comply with the requirements of the notice period will result in the employee being ineligible for re-hire in the future. The City, at its discretion, maintains the right to deny an employee from working a notice. Any employee retiring from his or her job shall have no right of appeal. The Human Resources Department will send an exit survey that can be anonymously completed to any employee that retires.

Employees hired after July 1, 2007, are not eligible to continue health insurance benefits upon retirement except as a part of the Consolidated Omnibus Budget Reconciliation Act (COBRA) healthcare continuation.

Section 12.8 Death. Separation will be effective on the date of death of an employee. Any compensation owed for worked hours, and accrued vacation hours will be processed through regular payroll methods.

Section 12.9 Benefits. All benefit coverage will cease at 11:59 p.m. on the Saturday in which the pay period ends and hours were worked by an employee. However, in the event of an employee's death, all benefit coverage will cease on the date of death.

In the event an employee has been on qualified Family Medical Leave (FML) which has been exhausted in addition to any Sick or Vacation Leave an employee may have had, and the employee medically cannot return to work or gives notice of no intent to return to work, benefits will cease on the current pay period ending date, unless FML dictates otherwise as specified in section 13.15 contained herein. Conversion privileges and rights available to an employee such as those defined by COBRA will be provided to the employee in the legally required timeframe.

Section 12.10 **Accruals.** Vacation accruals will be pro-rated for the time worked in the corresponding last pay period in which an employee worked.

Section 12.11 **City-owned Property**. An employee is expected to return all City property in his or her possession to his or her Director upon separation of employment. An employee's final paycheck will be issued through regular payroll and will be adjusted to offset the cost of any City property of value which was not returned in working order. Items must be returned by the pay period ending date in which the employee separated, or the employee's pay will be offset by the value.

Section 12.12 **References.** The City will respond to reference requests through the Human Resources Department. Human Resources will verify dates of employment and position(s) held. Without a signed authorization from the current or former employee, wage information or related will not be provided. No other information will be provided by Human Resources unless it is subjected to an official Open Records Request.

ARTICLE 13.

ATTENDANCE AND LEAVE

Section 13.1 **Workplace Schedules**. The established work week and the hours of work should, insofar as practical, be uniform within occupational groups and shall be determined in accordance with the needs of City services and the reasonable needs of the public who may be required to do business with various City departments. Because the nature of the work varies across the City, starting and ending times are at the recommendation of the Department Director and approval of the City Manager. Employees are expected to observe the hours set within their department and make any special arrangements needed in advance and with Supervisor approval. Supervisors can authorize rest periods for their employees, considering their department's operational requirements and employee needs.

Federal and State laws do not require employers to provide breaks; however, the City may allow a break(s) as long as essential functions are covered. Breaks, if allowed, must be no longer than twenty minutes and by law must be paid. Meal periods are generally provided with either a duration of thirty minutes or one hour varying by department. Meal periods are unpaid, and the employee shall be completely relieved of all work responsibilities during that time. In departments with flexible work operations, employees can elect the timing of their meal periods. In departments that require continuous staffing, supervisors shall schedule mealtimes to ensure essential functions are always covered. Employees who voluntarily forgo meal periods must receive prior approval from their Supervisor and will not be entitled to additional pay or banking time off. However, a supervisor can allow employees to skip an occasional meal period to leave early for a doctor's appointment, school visit, or other purpose that normally would count against an employees' leave balance(s). *Employees who take unauthorized meal periods, extended unauthorized meal periods, and excessive and/or long break periods will be subject to disciplinary measures.*

Breastfeeding. Supporting the Georgia Code-Labor and Industrial Relations-Title 34, Section 34-1-6, the City will provide a supporting environment to enable a breastfeeding employee the opportunity to express her milk during work hours. The City will make reasonable efforts to provide a room or other location, other than a restroom, where the employee can pump in privacy. The break time shall, if possible, run concurrently with any break time already provided for an employee. If it is not concurrent with any regular break time, the period will be unpaid.

Section 13.2 **Attendance**. Punctual and regular attendance is an essential function of every job in the City and is the responsibility of each employee. Having employees on the job performing their duties is essential in providing effective and efficient services for the citizens of the City of Griffin. As such, the City will:

- Encourage regular and prompt attendance;
- Ensure that absenteeism problems are handled timely, consistently, objectively and uniformly; and
- Reduce efficiency problems that result from excessive and unscheduled absenteeism.

Employees are expected to report to work as scheduled, on time and prepared to start work. Employees are also expected to work until the completion of their work shift. When an employee is absent or leaves his or her work shift, others must perform the work, which diminishes the smooth functioning of a department. In the event an employee is absent, he or she must use accrued sick and/or vacation leave hours as appropriate and as necessary to total the amount of regular working hours each pay period. Where sufficient leave has not been accumulated to cover a period of absence, the employee will not be paid. This alone is a violation under Absenteeism as defined in Section 13.3.

The payroll system keeps complete attendance records on each employee including accrued and used vacation and sick leave. An employee can access this data via web or phone. *Failure to meet Attendance expectations will result in disciplinary measures up to and including termination.*

Section 13.3 **Absenteeism.** An employee is expected to report to work as scheduled. By accepting employment with the City, it is his or her indication that appropriate action will be taken by him or her to manage personal affairs and be at work promptly every scheduled workday. Absences from work are classified as either scheduled or unscheduled.

A **"scheduled absence"** occurs when all three of the following conditions are met:

1. The employee provides sufficient notice to his or her supervisor, generally a minimum of two weeks;
2. The employee has sufficient Vacation or Sick Leave to cover the absence; and
3. The supervisor approves the absence.

An **"unscheduled absence"** occurs when the above criteria are not met, such as a sudden illness or contagious symptoms and conditions. In such instance, an employee must give notice to his or her supervisor a minimum of one hour before the start of his or her shift unless a different minimum has been dictated by his or her supervisor, with Department Director approval. If an employee knows the evening before his or her shift that he or she will not be able to attend work the subsequent day, notification shall be provided that evening, for Public Safety employees. Notification must be made by the employee to the supervisor in the appropriate manner as dictated by the supervisor (i.e., phone call, text, email). If the supervisor has not dictated the notification method preferred, the notification shall be by phone call. It is the expectation that the employee is to confirm the supervisor's receipt of notification. In the exigent circumstance that the employee cannot notify the supervisor directly, a caregiver should notify the supervisor of the circumstance. The employee is expected to contact the supervisor back, by phone call, as soon as possible.

An employee not on a duly authorized leave of absence who fails to report for his or her work shift for two consecutive days or one work shift if a Law Enforcement Officer or an employee of Fire Suppression, and who has not contacted his or her supervisor will be deemed to have abandoned his or her job as stated in Section 12.3 of this policy as herein set forth.

Section 13.4 **Tardiness**. Employees are expected to report to work on time. Tardiness disrupts the work schedule and places an extra burden on supervisors and co-workers. An employee is tardy at any time after the designated start time. In the event an employee will be tardy, it is the expectation that he or she notifies the supervisor a minimum of thirty (30) minutes before the start of the shift unless a different minimum has been dictated by the supervisor. Notification must be made by the employee to the supervisor in the appropriate manner as dictated by the supervisor (i.e., phone call, text, email). If the supervisor has not dictated the notification method preferred, the notification shall be by phone call. It is the expectation that the employee is to confirm the supervisor's receipt of notification. This notification does not excuse the tardiness but simply notifies a supervisor of the delay.

Section 13.5 **Vacation Leave**. Vacation Leave is for the purpose of rejuvenating both physical and mental faculties and each employee is encouraged to take time off. Vacation Leave will be granted at the preference of the employee, when possible, but continuity of services will take precedent. Vacation Leave preference may be determined by seniority, whenever appropriate. All full-time probationary and regular employees (excluding Fire Suppression personnel) shall be entitled to earn and accrue Vacation Leave immediately upon employment at the following bi-weekly accrual rates:

- 3.08 hours (80 hours per year) until five years of continuous employment is met.
- 4.60 hours (120 hours per year) upon five years of continuous employment being met and until ten years of continuous employment being met.
- 6.14 hours (160 hours per year) upon ten years of continuous employment being met.

Full-time probationary and regular Fire Suppression personnel shall be emitted to earn and accrue Vacation Leave immediately upon employment at the following bi-weekly accrual rates:

- 6.46 hours (168 hours per year) until five years of continuous employment is met.
- 9.24 hours (240 hours per year) upon five years of continuous employment being met and until 10 years of continuous employment.
- 12.92 hours (336 hours per year) upon ten years of continuous employment being met.

A request for Vacation Leave must be submitted to the employee's immediate supervisor via the timekeeping system or other method in which the department directs. Requests must be made as far in advance as possible for the department to schedule required manpower. Late or multiple requests may result in denial based on minimum manpower requirements. Due to the necessity of keeping all City services in operation, large numbers of employees will not be granted Vacation Leave at any one time. Further, to ensure adequate support and coverage in each

department, the Department Director, in his or her sole discretion, retains the right to approve or decline Vacation Leave requests.

It is the intent of this policy to have employees use either some or all their accrued unused Vacation Leave annually. Employees are cautioned not to retain an excess accumulation until late in the calendar year when it often becomes more difficult for time off to be taken with holidays and holiday time off requests. Fire Suppression personnel must use all accrued Vacation Leave by the date of December 31 each calendar year, or it will be forfeited. All other employees have a cap of 200 Vacation Leave hours as of December 31, each calendar year. In other words, any accrued Vacation Leave hours an employee has in excess of 200 at the end of the day on December 31, will be forfeited.

When an employee is separated from service with the City, he or she shall be paid for accumulated, unused Vacation Leave, at his or her current rate of pay. Vacation leave may not be used during a resignation notice period unless otherwise pursuant to Section 12.2 and Section 12.7 of this policy as herein set forth. The payout of Vacation leave is capped at 200 hours.

Under no circumstance will Vacation Leave be advanced, given as cash, or given as a donation to another employee's vacation bank.

Section 13.6 Sick Leave. *Definition:* Sick Leave is a paid absence from duty, and the employee should manage his or her Sick Leave usage appropriately. It is a common misconception that just because an employee has a certain amount of Sick Leave hours accrued, he or she has the right to take those hours at any time and for any reason. Consequently, being "present" at work to perform an employee's job duties is an essential function of each job within the City. If an employee can't be "present" to perform his or her job duties on a consistent basis, the employee will not have acceptable performance, and consequences will result as detailed further below.

Sick Leave may be used for:

- In the case of actual sickness or disability of the employee;
- For medical, dental, or eye examination or treatment for the employee and in which arrangements cannot be made outside of working hours;
- When the employee is required to care for a sick or injured member of his or her immediate family as defined in Section 1.5, Immediate Family; or
- To care for an employee's child after birth or placement for adoption or foster care, which is limited to two weeks per incident, unless Family Medical Leave (FML) applies which is detailed in section 13.15 contained herein.

Compliance. As a public agency, the City has a responsibility to our citizens to ensure that taxpayers' funds are used appropriately, and that we are working as efficiently, effectively, and productively as possible on their behalf. Inappropriate use of Sick Leave is essentially a misuse of public funds. For this reason, the City has an obligation to closely monitor and address Sick Leave usage to ensure that the leave is being used correctly, and that productivity does not suffer as a result of excessive or inappropriate absences from the workplace. As such, the following apply:

- If an employee has absences of five or more consecutive working days or if in Fire Suppression, two or more shift days, Sick Leave will not be paid to the employee unless the employee provides a physician's note excusing him or her from work for the day(s), upon his or her return to work. The physician's note must be submitted to the supervisor by the last day of the corresponding pay period to be considered. If the employee is unable to return to work after being absent for more than five consecutive working days, or two or more shift days if in Fire Suppression, the employee should contact Human Resources as Family Medical Leave may apply. Family Medical Leave is for the employee's benefit and is detailed further in Section 13.15 contained herein.

- Once an employee is in excess of more than four unscheduled, non-consecutive Sick Leave occurrences during the year, or if in Fire Suppression more than two unscheduled, non-consecutive Sick Leave occurrences during the year, a physician's note excusing him or her from work will be an on-going requirement. The physician's note must be submitted to the supervisor by the last day of the corresponding pay period to be considered. **Excessive absences, even with the required physician's note, do not exclude an employee from disciplinary measures as being in attendance is an essential function for an employee to perform his or her job duties.**

- No Sick Leave will be granted to an employee, without a physician's note excusing him or her from work on the last scheduled work shift before a City designated holiday; on the scheduled and required work day of a City designated holiday; the first scheduled work shift after a City designated holiday; the day before Vacation Leave or the day due back to work from Vacation leave; or during the notice period of an employee's separation from employment. The physician's note must be submitted to the supervisor by the last day of the corresponding pay period to be considered. **Excessive absences in conjunction with a Holiday or use of Vacation leave, even with the required physician's note, does not exclude an employee from disciplinary measures as being in attendance is an essential function for an employee to perform his or her job duties.**

In any event of a Sick Leave absence, the Department Director, or his or her designee, has total discretion in requiring a physician's note excusing an employee from work. If requested and not provided by the final date of the corresponding pay period, the City will not pay an employee Sick Leave.

Consequences. Disciplinary measures up to and including termination will result in the following circumstances:

- Habitual use of unscheduled Sick Leave in single or partial day increments;
- A pattern of using Sick Leave on the last scheduled work shift before or first scheduled work shift after a City holiday or a scheduled day off;
- Sick Leave consistently taken on Monday or Thursday (in a four-day work week) or on Monday or Friday (in a five-day work week);
- A pattern of using Sick Leave to avoid working overtime or holiday work shifts;
- Sick Leave consistently taken the same time each year;
- Sick Leave taken after a Vacation request was denied;
- Sick Leave consistently taken when difficult assignments or projects are scheduled or due;
- Sick Leave taken after discipline for a performance matter is issued;
- Sick Leave consistently taken when an employee's supervisor is on vacation; or
- When an employee consistently has a low Sick Leave balance.

Accruals. All full-time probationary and regular employees (excluding Fire Suppression personnel) will earn and accrue Sick Leave at a rate of 3.10 hours bi-weekly (80 hours per year) immediately upon employment and up to a maximum amount of 480 hours. Full-time probationary and regular Fire Suppression personnel will earn and accrue Sick Leave at a rate of 9.25 hours bi-weekly immediately upon employment and up to a maximum amount of 1,443 hours.

Limitations. Sick Leave may be taken to supplement short or long-term disability payments or workers' compensation, but the combined amount cannot exceed the employee's regular pay for his or her regular workweek. Sick Leave will cease to accrue when an employee is on any form of a leave without pay with the exception of Military Leave pursuant to the Family Medical Leave Act as detailed in Section 13.15.

Advancement of Sick Leave is not allowed under any means. Sick Leave will not be paid out upon separation, and the usage of Sick Leave during the notice period will require a doctor's note excusing him or her from work for the day(s) pursuant to Section 12.2 and Section 12.7 of this policy herein set forth. The doctor's note must be submitted to the supervisor by the last day of the corresponding pay period to be considered.

Expectations. An employee absent from work out on Sick Leave, due to his or her own illness, including qualified Family Medical Leave with the exception of active Military Leave, and/or receiving any form of payment through or on behalf of the City, to include disability and workers' compensation, who is factually determined by the City to be working elsewhere and receiving payment with comparable essential job duties will be subject to disciplinary action up to and including termination and the reporting of such to appropriate authorities in reference to fraudulent claims.

Further, an employee out on Sick Leave, including Family Medical Leave with the exception of active Military Leave, shall not be permitted to travel away from the vicinity of his or her home except for emergencies, medical appointments and those matters specifically related to the purpose of the Sick Leave without the respective doctor's approval and prior notification and approval given and received by the Human Resources Director.

Donations of Sick Leave. In an employee's severe case of a life-threatening accident or illness, an employee may be eligible to receive donations of Sick Leave from other employees. Donations are not guaranteed and should not be expected by any employee at any time. To be considered a severe life-threatening accident or illness the employee must be on qualified and approved Family Medical Leave for his or her own sickness, have not been medically able to work a minimum of one week, have an acceptable historic record of Sick Leave use, and have depleted his or her own Sick Leave and Vacation Leave accruals. For purposes of this section, life threatening accident or illness includes the following: advanced or rapidly growing cancers, acute serious illnesses or injuries with the potential of loss life, and chronic conditions involving failure of bodily organs or systems. Only the Human Resources Director or the City Manager has the authority to approve an employee receiving donations on behalf of other employees and to request donations from employees.

In the event an employee is on qualified and approved Family Medical Leave for his or her own sickness, has not been medically able to work a minimum of one week, has an acceptable historic record of Sick Leave use, and has depleted his or her own Sick and Vacation Leave accruals, but whose illness does not qualify as life threatening as defined above, a fellow employee-at his or her own request, may donate his or her own hours to the ill employee. In addition, in the event an employee is not eligible for Family Medical Leave due only because of the time restrictions, and is therefore on a substantiated and ultimately approved Leave of Absence specific to his or her own illness, and has not been medically able to work a minimum of one week, has an acceptable historic record of Sick Leave use, and has depleted his or her own Sick and Vacation Leave accruals, but whose illness does not qualify as life threatening as defined above, a fellow employee-at his or her own request, may donate his or her own hours to the ill employee. Such request shall be made to the Human Resources Director to ensure all requirements are met for this sort of donation. However, such circumstance(s), will not be solicited by the Human Resources Director and shall not be by the employee in need.

A recipient of Sick Leave donations is capped at a total of 480 hours. There is no limit on hours someone can donate to an employee except for someone separating from employment, and that limit is 80 hours.

An employee receiving and using sick donations will not accrue sick or vacation time until his or her return to work. When the employee is medically released to return to work, any donations not used during the leave will be forfeited and placed into a donated sick leave bank to be used for future employee requests. This sick leave bank will be the responsibility of the Human Resources Director to manage with oversight from the City Manager.

Section 13.7 **Holidays.** *Definition:* A business day on which Administrative City offices are closed. The Board of Commissioners approves holidays for the upcoming year prior to the subsequent end of the year.

In addition to Board of Commissioner approved holidays each year, an employee hired on or before December 31st of each year will receive one Cultural Day in the upcoming year. The Cultural Day is designed for an employee so he or she can observe his or her respective beliefs. The day the employee chooses to take as his or her Cultural Day must be approved in advance by the supervisor. The Cultural Day may be taken in increments. Should the employee separate employment prior to four months of the date the Cultural Day was observed, it will be pro-rated (2 hours per month) and deducted from the employee's accrued vacation bank, if available. If the hours are not available, the final paycheck will have a deduction of the gross dollar amount of the pro-rated hours. Upon separation or notice of separation an unused Cultural Day will not be paid out to the employee. An unused Cultural Day will be forfeited at year end.

Eligibility. Full time probationary and regular employees are eligible to receive compensation for a Holiday. To receive compensation, an employee must work his or her last scheduled work shift before a Holiday; on the scheduled required workday of a Holiday; and on the first scheduled work shift after a Holiday. The only exception to this rule is if an employee received prior approval for Vacation Leave on those days or if the employee is out Sick on any/all those days with doctor's excuse substantiation provided pursuant to Section 13.6.

The following will receive an automatic 8 hours of holiday pay on the City designated Holiday:

- *An employee that annually works 2080 hours;*
- *An Exempt employee;*
- *A Law Enforcement Officer in the Office of Professional Standards Division;*
- *A Law Enforcement Officer in the Criminal Investigations Division; and*
- *A Law Enforcement School Resource Officer (SRO).*

If the employee is mandated to work on the Holiday, he or she will receive regular pay for hours worked in addition to the Holiday pay. For purposes of overtime Holiday pay is included.

The following will receive 96 hours added to his or her own Holiday Bank of time on January 1st of each year:

- *An employee in Fire Suppression; and*
- *A Law Enforcement Officer in the Uniform Patrol Division, except for an SRO.*

With Holiday Banked time, the employee may use his or her hours any time during the year with Supervisor approval beforehand. Holiday banked time may be taken incrementally. Any new hire will receive pro-rated Holiday hours into his or her Holiday Bank of time for the remainder of the year. Holiday Banked time shall be exhausted by December 31 of each year or it will be forfeited. In the event an employee separates employment and has used more Holiday Banked time prior to the actual date of the Holiday, will have the excess amount deducted from his or her final paycheck. In the event an employee separates employment, unused Holiday Banked time will be forfeited.

For purposes of overtime, Holiday pay is excluded.

Section 13.8 **Religious Day Observances**. The City will make reasonable effort to permit employees to observe sincerely held religious beliefs, holidays and practices unless providing such accommodation creates an undue hardship on the City. Please note that while the City will make reasonable effort to accommodate such requests, the requests cannot be guaranteed, as being servants to citizens takes top priority. Any accommodation should be requested in as much advance notice as possible to both the Department Director and the Human Resources Director.

Section 13.9 **Inclement Weather**. During times of inclement weather, it is essential that the City continue to provide vital public services. Therefore, it is expected that employees will make every reasonable effort to report to work without endangering their personal safety. In the event of inclement weather, employees are expected to work as scheduled unless the City Manager declares the closing of City administrative offices. The closing announcement will be issued as early as practicable, and employees will be advised through the chain of command. If City offices are declared closed, non-emergency employees will be compensated at their regular rate of pay. If City offices are not closed and a non-emergency employee determines it is too hazardous for his or her safety to report to work, the employee shall notify his or her direct supervisor. To receive pay for an absence due to a personal judgment of inclement weather, the employee must use accrued Vacation Leave. If Vacation Leave has been depleted, the employee will not be paid.

Non-exempt personnel that support the essential services for the public good regarding the health and welfare of citizens shall report to work as regularly scheduled and as directed by their supervisor. Such personnel will be compensated at twice his or her regular rate of pay. Department management will make decisions as to what crews are needed and which, if any, crews may be held in reserve based on projections of inclement weather during each occurrence.

Section 13.10 **Extreme Heat**. This policy has been established as heat illness prevention measures and to prevent the risk of work-related heat illnesses for our employees that primarily work outdoors during extreme heat. The City Manager has the authority to implement the provisions of this policy, if and when needed, as based on forecasted temperatures and humidity. The City Manager also has the authority to authorize changes to the dress code for employees that work outdoors in the event of Extreme Heat.

Working hours. Working hours may be changed to reduce the highest heat exposure. Working hours may vary by Department and will be determined by the City Manager in conjunction with the Department Director. To the extent possible, job duties may be altered to allow for partial indoor work during the hottest hours of the working day

Break. There will be a mandatory 5-minute cool-down break each hour, and a mandatory 10 minute "cool-down" break every other hour for employees that are working outdoors.

Water. Water will be fresh, pure, suitably cool, and provided to employees free of charge. The water supply available per employee shall always allow at least one quart per employee and a minimum of two gallons per eight-hour shift. Workers should consume three to four cups of water every hour starting at the beginning of the work shift and throughout the day.

Responsibilities. It is the responsibility of an individual working alone or if in a crew, for the supervisor to:

- Visually examine the water and pour some on his or her skin to ensure that the water is suitably cool;
- Check every hour on the available, cool water supply. Should the supply drop below 50%, containers shall be refilled with cool water or additional bottles, if applicable, restocked;
- Locate water containers as close as practicable to the areas where employees are working to encourage the frequent drinking of water. If field terrain prevents the water from being placed within a reasonable distance from the employees, bottled water or personal water containers shall be made available so that employees can have drinking water readily accessible; and
- Continuously remind and encourage employees to drink water.

Communications. Frequent communications shall be always maintained with and between employees. It is the responsibility of an individual working alone or if in a crew, for the supervisor to:

- Provide means of functional communication and frequently contact an individual working alone so he or she can contact him or her or emergency assistance if needed;
- Directly observe and communicate with employees within his/her presence regularly for possible symptoms of heat illness and to ensure an employee is not in distress;
- Assign each employee a "buddy" to be on the lookout for signs and symptoms of any heat illness; and
- Take immediate action for an employee who states or looks to be in distress.

Emergency Response. When an employee shows symptom(s) of possible heat illness, he or she shall be placed in the shade, if not already, and provided cool water to drink and/or apply to his or her body. The employee shall not be left alone under any circumstance. If the supervisor is not aware of what is transpiring, he or she should be contacted by whomever is assisting the employee.

- Symptoms of heat exhaustion include skin rash, muscle cramps, dizziness/fainting, nausea/vomiting, heavy sweating, headache, extreme thirst, and rapid breathing/heartbeat. If these do not improve or worsen after the person has been in the shade and drinking cool water, contact 911.

- Symptoms of heat stroke include a high body temperature, confusion/lack of coordination, dizziness/fainting, and no sweating - but very hot red skin. If these are present, contact 911 immediately. While emergency services are in route, initiate first aide by removing excess layers of clothing, place cold water on the armpits and groin area, and fan the victim.

Section 13.11 Natural Disaster. During times of a Natural Disaster, it is essential that the City continue to provide vital public services. Therefore, it is expected that employees will make every reasonable effort to report to work without endangering their personal safety. In the event of a Natural Disaster, employees are expected to work as scheduled unless the City Manager declares the closing of City administrative offices. The closing announcement will be issued as early as practicable, and employees will be advised through the chain of command. If City offices are declared closed, non-emergency employees will be compensated at their regular rate of pay. If City offices are not closed and a non-emergency employee determines it is too hazardous for his or her safety to report to work, the employee shall notify his or her direct supervisor. To receive pay for an absence due to a personal judgment of a Natural Disaster, the employee must use accrued Vacation Leave. If Vacation Leave has been depleted, the employee will not be paid.

Non-exempt personnel that support the essential services for the public good regarding the health and welfare of citizens shall report to work as regularly scheduled and as directed by their department director/manager. Such personnel will be compensated at twice his or her regular rate of pay. Department management will make decisions as to what crews are needed and which, if any, crews may be held in reserve based on projections of inclement weather during each occurrence.

Section 13.12 Workers' Compensation. The City provides a comprehensive Workers' Compensation insurance program at no cost to our employees under the Georgia Workers' Compensation Act. An employee who sustains an

injury out of and in the course of employment shall inform his or her supervisor immediately. An employee's failure to follow this requirement may jeopardize his or her right to benefits under Georgia's Workers' Compensation. The employee's supervisor should immediately contact the Risk Manager for administering approval for post-accident screenings and medical attention to the appropriate medical facility; however, in the event of loss of life or limb, an employee should be taken to Spalding Regional Hospital for emergency treatment. In an extreme emergency where injuries require advanced treatment (i.e., trauma, burn, etc.,), the employee shall be taken to the closest trauma center.

Pursuant to Section 7.5 contained herein, an employee is required to complete a drug test if the employee sustains a work-related injury requiring significant medical treatment by a healthcare provider. *Failure to complete the drug test as required, refusal to take the test, or a positive result of a test will lead to recommendation for termination of employment to the City Manager.*

The City has an aggressive return to work program. The Risk Manager will collaborate with the treating physician, the supervisor, and the claims adjuster to return the injured worker back to work as quickly as possible. If the treating physician recommends returning the worker back in a temporary restricted duty, the City will make every effort to do so. The goal of the City is to get an injured worker back into his or her work environment as quickly and safely as possible.

Sick and/or Vacation Leave shall be taken to supplement temporary total disability and temporary partial disability workers' compensation payments. The amount of leave taken when combined with any payment may not exceed the employee's regular weekly amount of pay. Upon returning to work, sick and/or vacation leave shall be taken for follow-up care and services related to the injury. *It is the expectation that an employee report to work prior to any appointment(s) and subsequently thereafter. Failure to do so will result in disciplinary measures.*

The following are prohibited actions as they relate to on-the-job injuries and accidents:

- Withholding information or providing false information regarding any job injury or accident;
- Submitting fraudulent claims for injuries allegedly suffered on the job. (Additional criminal penalties may be imposed on employees who commit this violation);
- Failure to comply with any safety policy that results in an on-the job injury or accident;
- Failure to comply with imposed reporting requirements while out of work due to a related work injury;
- Working elsewhere performing similar work to his or her job duties with the City while receiving workers' compensation benefits through the City; and
- Continuing to receive workers' compensation payments when released to return to work apart from eligible and approved partial disability payments.

Section 13.13 Temporary Restricted Duty. An employee suffering from a medically certified illness or injury requiring treatment from a licensed health care provider, which is not workers' compensation, who is unable to perform his or her regular duties, but can perform an alternative duty assignment, may be permitted Temporary Restricted Duty to the extent work is available, and the individual is qualified to perform the work. Temporary Restricted Duty is not a position, and the City does not guarantee that Temporary Restricted Duty assignments will be accommodated.

In the event Temporary Restricted Duty is accommodated, the City will make every effort to assign an employee to a position consistent with his or her training, experience, and pay classification; however, it may be necessary to place him or her in a lower classification. If this is the case, he or she will retain the privileges of his or her original classification, but with respect to the transitional work responsibilities and performance, he or she will report to the supervisor for that position until he or she is returned to normal duty.

Requests for temporary restricted duty assignments shall be submitted to the Human Resources Director. This request must be accompanied by an ability to work report which clearly states any restrictions and is signed by the authorized health care provider. The report must include an estimation of the probable duration of the disability, the work status, and the nature of work restrictions. The request with supporting documentation must be received and approved by the Human Resources Department prior to the employee being assigned to temporary restricted duty work. The City may require the employee to submit to an independent medical examination by a health care provider of the City's choosing either before the initial reassignment under this policy, or at any time during the reassignment.

All restricted duty assignments are limited in duration and shall not exceed thirty (30) days for the same injury or condition. After thirty (30) days, an employee on temporary restricted duty other than that of the City's Worker's Compensation, who cannot return to his or her original position, must present a request for extension of the temporary assignment, with necessary supporting documentation from the physician to the Human Resources Director.

An employee assigned to a temporary restricted work assignment is expected to make good faith efforts to recover from the temporary disability which necessitated such assignment. *An employee in a temporary restricted work assignment is prohibited from engaging in outside employment in which he or she may reasonably be expected to perform any of the functions for which he or she was determined as being physically or mentally unable to perform on behalf of the City.*

An employee may not refuse to perform a temporary restricted duty assignment if it is consistent with the requirements set forth by his or her qualifying physician. Failure to appear for an employee's restricted duty assignment will be considered an unscheduled absence and handled accordingly.

Furthermore, a public safety employee is not allowed to wear his or her uniform or carry a work weapon(s) when serving in a temporary restricted assignment. As such, the employee shall dress in appropriate civilian attire in accordance with the City's dress code. The employee may carry his or her badge in a wallet or appropriate police badge case, but it must be out of view.

Section 13.14 Pregnant Workers Fairness Act & Pregnancy Discrimination Act. The Pregnant Workers Fairness Act requires employers to provide reasonable accommodations to a worker's known limitations related to pregnancy, childbirth, or related medical conditions, unless the accommodation will cause the employer an undue hardship. It is the employee's responsibility to request any reasonable accommodation which is being sought. This request shall go to the Human Resources Director. The Director will engage in an interactive process with the employee to determine what reasonable accommodations can be afforded.

The Pregnancy Discrimination Act prohibits discrimination based on pregnancy, childbirth or related medical conditions. It is therefore the policy of the City to treat all women affected by pregnancy or related conditions in the same manner as other applicants or employees with similar abilities or limitations.

It is the employee's responsibility to request any work leave needed in as reasonable amount of time as possible. Physician certification necessitating the need for such leave will be required. An employee seeking Pregnancy Leave, if eligible for Family Medical Leave (FML), will be governed by the law on FML and the City's policy and procedures on such. An employee that is not eligible for Family Medical Leave will be granted a maximum period of six weeks per pregnancy unless exigent circumstances exist. Pregnancy Leave is detailed further under Section 13.16, Other Types of Leave contained herein.

Section 13.15 Family Medical Leave. It is the policy of the City to grant up to 12 weeks of family and medical leave during a 12-month period to eligible employees, in accordance with the Family and Medical Leave Act of 1993 (FMLA). The leave may be paid, unpaid or a combination of paid and unpaid leave, depending on the circumstances of the leave and as specified in this policy.

Eligibility for FML: To qualify to take family or medical leave under this policy, the employee must meet all the following conditions:

- The employee must have worked for the employer for 12 months or 52 weeks. The twelve months or 52 weeks need not have been consecutive but must have been reached during the previous seven years. For eligibility purposes, an employee will be considered to have been employed for an entire week even if the employee was on the payroll for only part of a week or if the employee is on leave during the week.
- *The employee must have worked at least 1250 hours during the twelve-month period immediately before the date the leave is requested to commence. The principles established under the Fair Labor Standards Act (FLSA) determine the number of hours worked by an employee. The FLSA does not include time spent on paid or unpaid leave as hours worked. Consequently, these hours of leave should not be counted in determining the 1250 hours eligibility test for an employee under FMLA.
- The employee must work in an office or worksite where 50 or more employees are employed by the City within 75 miles of that office or worksite. The distance is to be calculated by using available transportation by the most direct route.

*As related to the Uniformed Services Employment and Reemployment Rights Act of 1994 (USERRA), the protections afforded by USERRA extend to all military members (active duty and reserve), and all periods of absence from work due to or necessitated by USERRA-covered service are counted in determining an employee's eligibility for FMLA leave.

Type of Leave Covered:

To qualify as FML under this policy, the employee must be taking leave for one of the reasons listed below:

1) The incapacity due to pregnancy, prenatal medical care of childbirth;

2) To care for an employee's child after birth or placement for adoption or foster care;

3) To care for the employee's spouse, child, or parent with a serious health condition (as defined below);

4) The employee's own serious health condition that prevents him or her from performing the essential functions of the job (as defined below); or

5) An impending call or order to active duty or service-member leave as protected by the National Defense Authorization Act of 2008 and amended in 2013 defined as:

a.) A 'qualifying exigency' that arises from the fact that the employee's spouse, son, daughter or parent is on active duty or has been notified of an impending call or order to covered active duty of deployment to a foreign country (as governed by the National Defense Authorization Act (NDAA) of 2008 and Amendments of 2013 covering both members of the National Guard and Reserves and Regular Armed Forces.

Eligible employees may take qualifying exigency leave for any of the following reasons: (1) short notice deployment (matters arising because a member of the military learns that he or she is being called into duty less than seven days before deployment; (2) military events and related activities (attending official ceremonies of the military or Red Cross); (3) child care and school activities; (4) financial and legal arrangements; (5) reprimand; (6) rest and recuperation (which is limited to fifteen days of leave to spend time with a member of the military who is on short term rest and recuperation); (7) post-deployment activities (such as arrival ceremonies and reintegration briefings); (8) Additional activities not encompassed in the other categories, but agreed to by the employer and employee. Any of these activities must be related to circumstances arising out of being on or called to active duty; everyday, regular and routine matters do not qualify; and (9) leave to care for a military member's parent who is incapable of self-care when the care is necessitated by the member's covered active duty. Such care may include arranging for alternative care, providing care on an immediate need basis, admitting or transferring the parent to a care facility, or attending meetings with staff at a care facility.

b.) An FML service-member family leave program. This specifically provides that an eligible employee may take up to 26 weeks of FML (leave must be taken over a single twelve-month period beginning with the first day of the leave) to care for a spouse, son, daughter, parent or next of kin ('nearest blood relative who is not the service member's spouse parent or child') who is a covered service-member or covered veteran. The covered service-member must have a "serious illness or injury" incurred while on active duty or existed before the beginning of the member's active duty and was aggravated by service in the line of duty on active duty in the Armed Forces, that may render the member unable to perform the duties of his or her office, grade, rank or rating and for which the member is (1) undergoing medical treatment, recuperation or therapy; (2) an outpatient; or (3) on a temporary disability retired list. The covered veteran must be undergoing medical treatment, recuperation, or therapy for a serious injury or illness. Covered veteran is defined as an individual who was discharged or released under conditions other than dishonorable at any time during the five-year period prior to the first date the eligible employee takes FML to care for the covered veteran. A serious injury or illness for a covered veteran is defined as one incurred or aggravated by the member in the line of duty on active duty in the Armed Forces and manifested itself before or after the member became a veteran, and is: (1) A continuation of a serious injury of illness that was incurred or aggravated when the covered veteran was a member of the Armed Forces and rendered the service-member unable to perform the duties of the service member's office, grade, rank, or rating; or (2) A physical or mental condition for which the covered veteran has received a VA Service Related Disability Rating of 50% or greater and such rating is based, in whole or in part, on the condition precipitating the need for caregiver leave; or

(3) A physical or mental condition that substantially impairs the veteran's ability to secure or follow a substantially gainful occupation by reason of a disability or disabilities related to military service or would do so absent treatment; or (4) An injury, including a psychological injury, on the basis of which the covered veteran has been enrolled in the Department of Veterans Affairs Program of Comprehensive Assistance of Family Caregivers.

FML caregiver leave can be taken only once per injury, more than one family member may qualify for leave for the same injury and each relative may take a new period of leave for any subsequent injuries. All other rules of FML as stated below apply.

Definition of care for spouse, child or parent with a serious health condition:

- A 'spouse' is a husband or wife as defined by the State for purposes of marriage, including common law marriage in States where it is recognized. FML does not expressly apply to unmarried domestic partners.
- A 'child' includes the biological, adopted, foster, step, legal ward or child of a person who stands in the shoes of a parent to that child. The child must be under the age of 18, unless he or she is incapable of self-care due to mental or physical disability.
- A 'parent' is either the biological parent or the person who stood in the shoes of a parent to the employee, when the employee was a child. FML is not available to care for a close friend or family member who is 'like a parent' to an adult employee, unless that person housed, fed and clothed the employee when he or she was a child. FML does not apply to a mother-in-law or father-in-law.

  FML ends upon the death of the employee's critically ill or injured parent, spouse or child.

Definition of a serious health condition {involving continuing treatment: An illness, injury, impairment, or physical or mental condition that involves:

- Inpatient care in a hospital, hospice, or residential medical care facility, including any period of incapacity, or any subsequent treatment in connection with such inpatient care;
- Incapacitation for more than three consecutive calendar days of which there were two visits to a health care provider, the first visit must occur within seven days of the first day of the incapacity and the second visit must occur within thirty days of the incapacity.
- A period of incapacity which is permanent or long-term due to a chronic condition for which treatment may not be effective (e.g., Alzheimer's, a severe stroke, the terminal stages of a disease, etc.,) Visits to the health care provider must occur at least twice per year.

Amount and Timing of Leave: Eligible employees may take up to 12 weeks of leave during a rolling twelve-month period {with the exception of 5(b), where an eligible employee may take up to 26 weeks of leave}. The twelve-month period is determined by measuring backward from the date an employee takes any FML.

Spouses who are both employed by the City and who request FML for the birth, adoption or foster care placement of a child with the employee, are eligible for a combined 12 weeks between the two employees. In other words, both employees continue to be eligible for 12 weeks of FML for their own illness but may only take 12 weeks between them for this event. If the leave is for birth, adoption or foster placement of a child with the employee, the leave must be taken within 12 months of the birth or placement. *With a vaginal delivery, an employee may only use two weeks of his or her own Sick Leave if he or she is not the laborer. For Cesarean or other complicated birth, an employee may only use up to a maximum of four weeks of his or her own Sick Leave if he or she is not the laborer. All other time off must be Vacation Leave, or it will be unpaid; unless the terms of a serious health condition continue to exist for the laborer or child(ren).*

If an illness meets the criteria for a chronic serious health condition or if the leave is because of an impending call or order to active duty or covered service-member leave as defined above, leave may be taken on an intermittent or reduced schedule basis; however, the employee may be temporarily transferred to another position that better accommodates the need for leave. The City will require an employee with a serious health condition to take FML.

An employee requesting leave under this policy must provide verbal or written notice with an explanation of the reason(s) for the needed leave to the Human Resources Department. If the reason for FML is foreseeable (such as planned surgeries or normal birth), the employee must give 30 days' notice to the City. If the need for leave is

unexpected (such as exigent circumstances where previous notice is impossible or unforeseeable), the employee must notify the City per usual and customary call-in procedures for reporting an absence.

The City will require that when an employee's leave is to care for a seriously ill spouse, son, daughter, parent, or for the employee's own serious health condition that it be supported with a certification from the relevant health care provider. For this reason, the employee will be given a "Certification of Health Care Provider" form (issued by the Department of Labor) that must be completed by the treating physician and returned to Human Resources within 15 calendar days of the request. If it is not practicable under the circumstances for an employee to provide the requested medical certification within the 15 calendar days after the City's request, despite the employee's diligent, good faith efforts, the employee must provide the certification within a reasonable period of time under the circumstances involved, but no later than 30 calendar days after the date the City requested the certification.

If the initial medical certification is incomplete or insufficient, Human Resources will designate, in writing, what information is missing and give the employee seven days to cure the deficiency before denying the request. New medical certifications may be requested at the first absence in a new leave year, and persons with chronic conditions whose duration is 'unknown' or 'lifetime,' may be required to be re-certified every six months in conjunction with an absence.

The City has the right to request a second opinion if it has reason to doubt the initial Medical Certification. The City will select the provider and pay for the second opinion. If there is a conflict between the original Medical Certification and the second opinion, the City will require the opinion of a third physician. The City and the employee will mutually select the third physician, and the City will pay for the third opinion, which will be considered final. An employee will be provisionally entitled to leave and benefits under FML pending the second and/or third opinion.

Only Human Resources personnel are authorized by the FMLA to contact health care providers for purposes of authentication and clarification of information provided by the employee requesting leave. If additional information needs to be requested, the employee must provide his or her consent to allow the employer contact; however, if the employee refuses, FML may be denied.

The City will require that when an employee's leave is to care for an illness of a covered service-member that it be supported by the completion of the "Certification for Serious Injury or Illness of Covered Service-member for FML" form (issued by the Department of Labor) that must be completed and returned to Human Resources within 15 calendar days of the request. If it is not practicable under the circumstances for an employee to provide the requested medical certification within the 15 calendar days after the City's request, despite the employee's diligent, good faith efforts, the employee must provide the certification within a reasonable period of time under the circumstances involved, but no later than 30 calendar days after the date the City requested the certification.

The City will require that when an employee's leave is because a 'qualifying exigency' exists as defined above, it must be supported by the completion of the "Certification of Qualifying Exigency" form (issued by the Department of Labor) and requested supporting documentation that must be completed and returned to Human Resources within 15 calendar days of the request. If it is not practicable under the circumstances for an employee to provide the requested medical certification within the 15 calendar days after the City's request, despite the employee's diligent, good faith efforts, the employee must provide the certification within a reasonable period of time under the circumstances involved, but no later than 30 calendar days after the date the City requested the certification.

If an employee refuses or fails to provide required information, such as any of the above referenced Certification forms within the required timeframe, the City will not be able to designate the absence as FML and the employee will not have the FMLA protections and continuation of benefits of FMLA. The leave will therefore be treated as 'absent without leave' and subject to the City's policies and procedures on such.

City Notice to Employee: It is Human Resources personnel's responsibility to designate leave as paid or unpaid, FML qualifying or not, and to give notice to the employee. Upon receipt of the employees' qualifying certification documents, the employee will be provided a "Designation Notice" detailing the leave as paid or unpaid, and FML qualifying or not. This notice will be provided to the employee within five business days or as soon as practicable.

Pay and Benefits during FML: While an employee is on leave, the City will continue the employee's health benefits during the leave period at the same level and under the same conditions as if the employee had continued to

work. Under current City policy, the employee pays a portion of the medical premium. While using Sick or Vacation Leave, the City will continue to make payroll deductions to collect the employee's share of the premium. If Sick or Vacation Leave is exhausted, the employee must continue to make this payment, either in person or by mail. The payment must be received by Human Resources by the bi-weekly paycheck date. If the payment has not been made as due and is more than 30 days in arrears, the City has the right to terminate the respective coverage(s) for the duration of the leave. The City will provide 15 days' notification prior to the employee's loss of coverage. If the employee chooses not to return to work for reasons other than a continued serious health condition of the employee or the employee's family member or a circumstance beyond the employee's control, the City will require the employee to reimburse the City the employer contribution paid toward the employee's insurance premium during the leave period.

If the employee contributes to other voluntary benefit products, the City will continue making payroll deductions while the employee is using Sick or Vacation Leave. If the Sick or Vacation Leave has been exhausted, the employee must continue to make such payment(s), either in person or by mail. The payment must be received by Human Resources by the bi-weekly paycheck date. If the payment is more than 30 days in arrears, the City has the right to terminate all respective coverage(s), after providing a 15-day notification prior to what will be the employee's loss of coverage. Re-instatement may be requested by the employee upon his or her return to work and by satisfying the previous debt; however, this is subject to acceptance by the benefit carrier.

Any accrued available Sick Leave and Vacation Leave must be used as part of the 12 weeks (or 26 weeks if applicable), once exhausted the remainder of the twelve weeks will be unpaid. Employees who are or will be receiving short-term disability, will only be allowed to use Sick or Vacation Leave for the 40% of their wages that short-term disability does not pay. Employees who are or will be receiving workers' compensation benefits will only be allowed to use Sick or Vacation Leave for the 33% of their wages that workers' compensation does not pay.

FML runs concurrently with workers' compensation and short-term disability. If an employee cannot medically return to work at the end of the Family Medical Leave period, yet still has accrued Sick and Vacation Leave to use, he or she will remain an active employee under the terms of a Leave of Absence/FML exhausted, as defined in Section 13.16, until the sooner of one of the following occur: 1) The Leave time is exhausted; 2) The Long-Term Disability elimination period of 180 days is satisfied; 3) The employee resigns or retires; or 4) The employee is no longer alive.

Return to Work: An employee should notify Human Resources of his or her ability to return to work one week prior to the anticipated date of return, or of any medically necessary changes in the date of return. If the leave was due to the employee's serious health condition, the City will require a 'fit for duty' certification from his or her health care provider of the circumstance, addressing the employee's ability to perform the essential functions of his or her job. If an employee is on intermittent leave, the City can request subsequent fit-for-duty certifications as often as once every 30 days, if reasonable safety concerns exist regarding the employee's ability to perform his or her essential job duties.

Upon a Public Safety employee's return, the City maintains the right to assess an employee's physical fitness test to ensure the employee meets the physical requirements of the position. Successful completion of the physical fitness test as warranted and within the stated time constraints are an on-going essential requirement of Public Safety positions pursuant to Section 5.12 contained herein.

If an employee can return to work on or before the expiration of available FML, he or she will be re-instated to the same position or a position with equivalent status, pay, benefits and other employment terms. The re-instatement right will automatically be negated if:

- The employee gives unequivocal notice of no intent to return to work;
- The employee does not return to work prior to the expiration of FML;
- The employee is medically released to return to work on such date, but fails to return on such date;
- The key employee exception applies;
- The leave was obtained by fraud;
- The project for which the employee was hired is finished;
- The employee cannot perform the essential functions of the job, with or without reasonable accommodation of a qualifying disability; or
- The employee's position was subject to a lay-off.

Expectations: *It is prohibited for an employee absent from work on FML because of his or her own serious health condition, to perform similar work to his or her job duties with the City, receiving payment or not during such period of time. In addition, it is prohibited for an employee absent from work to care for spouse, child or parent with a serious health condition to perform any work elsewhere, receiving payment or not during such period of time.*

Lastly, an employee on FML is not permitted to travel away from the vicinity of his or her home except for emergencies, medical appointments and those matters specifically related to the purpose of the FML without the respective doctor's approval and prior notification and approval by the Human Resources Director. Failure to do so will subject an employee to disciplinary measures up to and including termination.

Section 13.16 Other Types of Leave.

1. **Jury Duty Leave.** An employee who is called to serve on a jury must notify his or her supervisor upon notice. To receive the benefit of jury duty pay, the employee must be scheduled to work the respective day and must provide substantiating documentation in advance. Documentation must be provided by the last day of the corresponding pay period to be considered or vacation leave will be applied to the absence. When an employee is compensated by the Judicial System for such service, he or she is entitled to retain the payment to offset any related expenses.

   In the event an employee has been subpoenaed to appear before the court in the scope and performance of his or her job as a City employee, the time spent shall be treated as regular working hours. In either situation, the employee shall provide his or her supervisor with a copy of the notice to receive the respective pay. It is the expectation that the employee return to his or her respective department and job duties if within working hours upon jury or court daily release.

   Leave for court attendance when the employee, as a private individual, is the defendant, engaged in personal litigation, or involved in a matter unrelated to his or her work with the City, shall be charged to the employee's vacation leave or if depleted, unpaid.

2. **Voting Leave.** An employee, upon providing reasonable notice to his or her supervisor, will be permitted to take necessary time off to vote on the day on which a primary or election is held. Time off is not paid and may not exceed two hours. The supervisor has the right to specify the hours during which the employee may be absent per O.C.G.A. § 21-2-404. Consequently, if an employee's work schedule begins at least two hours after polls open or ends at least two hours before polls close, voting time off will not be provided.

3. **Bereavement Leave.** Bereavement Leave is for the purpose of making funeral arrangements, attending funeral or memorial service and related family obligations. Bereavement leave shall be taken within two (2) weeks of the death. If a death occurs in an employee's immediate family (defined in Section 1.5) or his or her parent-in law, sibling, half or step sibling, son or daughter-in-law, grand-parent, or grandchild; the employee shall be granted a total of 40 hours of bereavement leave.

   If a death occurs in an employee's extended family (defined in Section 1.5), the employee shall be granted a total of 16 hours of bereavement leave. Absence from the job for a death occurring outside the immediate or extended family or beyond the Bereavement Leave limits, shall be deducted from an employee's Vacation Leave.

   The City has the right at any time to require proof of death (i.e., obituary, certificate) and/or relationship before paying Bereavement Leave. If requested, documentation must be provided by the last day of the corresponding pay period to be considered, or vacation leave will be applied to the absence.

4. **Military Leave**. Pursuant to GA code < 38-2-279 (2020) Every public officer or employee shall be paid his or her salary or other compensation as such public officer or employee for any and all periods of absence while engaged in the performance of ordered military duty and while going to and returning from such duty, not exceeding a total of 18 days in any one federal fiscal year (October 1- September 30) 18 days equates to 144 hours for an employee that annually works 2080 hours; 152 hours for a sworn police officer that annually works 2184 hours; and 201 hours for fire suppression personnel.

In the event the Governor declares an emergency and orders any public officer or employee to active military duty as a member of the National Guard, any such officer or employee, while performing such duty, shall be paid his or her salary or other compensation as a public officer or employee for a period not exceeding 30 days in any one federal fiscal year. " Ordered military duty" means any military duty performed in the service of the state or of the United States including, but not limited to; attendance at any service school or schools conducted by the armed forces of the United States by a public officer or employee as a voluntary member of the National Guard, or of any reserve force or reserve component of the armed forces of the United States pursuant to orders issued by competent state and federal authority.

The Uniformed Services Employment and Reemployment Rights Act (USERRA) is a federal law, passed in 1994, that protects military service members and veterans from employment discrimination based on their service, and allows them to regain their civilian jobs following a period of uniformed service. USERRA applies to members and veterans of the Armed Forces, Reserves, National Guad, and other "Uniformed Services" including the National Disaster Medical System, FEMA Urban Search & Rescue, FEMA Reservists, and the Commissioned Corps of both the Public Health Service and the National Oceanic and Atmospheric Administration. The law ensures that service members are not disadvantaged in their civilian careers because of their military service; are promptly re-employed in their civilian jobs upon return from duty; and are not discriminated against by employers because of past, present, or future military service; and benefit continuity. Service members must provide advance notice of military service and must return to work within a certain timeframe after service ends. as much advance notice of an impending departure as possible.

5. **Leave of Absence**. If an employee has exhausted all forms of paid or unpaid leave yet, has extenuating circumstances that prevent him or her working for no more than thirty (30) days, the employee may request a Leave of Absence. Such request must be sent to the Human Resources Director detailing how long the leave is requested for and how long. Only the City Manager can approve a leave of absence. If approved, the following will apply:

- Sick and vacation time will not accrue during the period;
- The employee will not receive any holiday accrual or pay for any holidays observed during the period;
- The employee will not receive jury duty or bereavement leave, if applicable, during the period;
- The employee will remain in any benefit plans that he or she is currently enrolled in; however, he or she is required to reimburse the City any premiums that are paid on his or her behalf each payroll date if his or her paycheck does not cover the premiums due. Such amount must be paid to the office of HR by the Monday following each payroll Friday. Failure to comply with the deadline will result in loss of coverage and no recourse of being able to get such coverage back;
- The employee will remain actively employed at his or her current rate of pay until his or her return date. All effort will be made to keep the employee in the same position, department, and working shift but this is not guaranteed; and
- The employee will be required to return to work on the date specified at his or her regularly scheduled time. Failure to return to work on the required date will be considered job abandonment effective that date.

A leave of absence is not an option for an employee that has exhausted Family Medical Leave (FML).

6. **Leave of Absence/FML Exhausted**. This is specific to an employee that cannot medically return to work at the end of the Family Medical Leave period yet still has accrued Sick and/or Vacation Leave available to use. As such, he or she will remain an active employee at his or her current rate of pay subject to the terms defined below until the sooner of one of the following occur: 1) All Leave time is exhausted and he or she still cannot medically return to work; 2) the Long-Term Disability elimination period of 180 days is satisfied; 3) The employee resigns or retires; or 4) The employee is no longer alive. The following terms apply at and during this period:

- Any accrued sick and vacation time must be used;
- Sick and vacation time will not accrue;
- The employee will not receive any holiday accrual or pay for any holidays observed;
- The employee will not receive any payment for jury duty or bereavement leave, if applicable;

- The employee will remain in any benefit plans that he or she is currently enrolled in; however, he or she is required to reimburse the City any premiums that are paid on his or her behalf each payroll date if his or her paycheck does not cover the premiums due. Such amount must be paid to the office of Human Resources by the Monday following each payroll Friday. Failure to comply with the deadline will result in loss of coverage and no recourse of being able to get such coverage back; and
- In the event an employee is medically able to return to work before exhausting all his or her accrued leave time, every effort will be made to keep the employee in the same position, department, and working shift but this is not guaranteed.

7. **Pregnancy Leave.** An employee that is not eligible for Family Medical Leave will be granted a maximum period of six weeks per pregnancy under the terms of Pregnancy Leave. If exigent circumstances exist and additional leave is needed, the employee shall contact Human Resources to see what, if any, accommodations can be met. The following conditions also apply:

- Any accrued sick and vacation time must be used during this period;
- Sick and vacation time will not accrue during this period;
- The employee will not receive any holiday accrual or pay for any holidays observed during the period;
- The employee will not receive any pay for jury duty or bereavement observed during the period;
- The employee will remain in any benefit plans that he or she is currently enrolled in; however, he or she is required to reimburse the City any premiums that are paid on her behalf each payroll date if her paycheck does not cover the premiums due. Such amount must be paid to the office of Human Resources by the Monday following each payroll Friday. Failure to comply with the deadline will result in loss of coverage and no recourse of being able to get such coverage back; and
- An employee should notify Human Resources of any medically necessary changes in the date of return as soon as evident.

The employee will be reinstated in the same position, with the same pay, benefits and other employment terms. However, the re-instatement right will be negated if; 1) The employee gives unequivocal notice of no intent to return to work; 2) The employee does not return to work as due and provides no prior notification of an issue; 3) The leave was obtained by fraud; 4) The employee cannot perform the essential functions of the job, with or without reasonable accommodation of a qualifying disability; 5) The project for which the employee was hired is finished; or 6) The employee's position was subject to a bona fide layoff.

Please also refer to section 13.14, Pregnant Workers Fairness Act and Pregnancy Discrimination Act, contained herein.

ARTICLE 14

EMPLOYEE MISCONDUCT

Section 14.1 Investigation. The City of Griffin has a compelling interest in securing from its employees an accounting of their public performance as well as any off duty conduct with the potential to affect the City negatively. For this reason, the City will at any time conduct an investigation involving the conduct of an employee to determine whether there has been a violation of public trust, including violations of any Personnel Policy. Whenever material allegations are brought to the attention of a member of management that an employee of the City has violated the public trust, including but not limited to; the commission of criminal acts, misappropriation of public funds, violations of a citizen's civil rights, or conduct subject to disciplinary action under Section 15.4 contained herein, it shall be the duty of the receiver of the information to notify the employee's Department Director as soon as possible. Upon receipt, the Department Director shall notify the Human Resources Director promptly. Typically, the Department Director will conduct the investigation for an employee in his or her department; however, the Human Resources Director may conduct the investigation or direct otherwise depending on the circumstances. The Human Resources Director will consult with the City Manager if he or she believes the investigation should be conducted by the Police Department, the City Attorney, an outside investigative agency, or whoever he or she deems necessary.

In accordance with the Open Meetings Act, internal meetings held for investigative purposes shall be closed to the public and any non-essential City staff. Records and statements prepared in connection with the investigation of complaints against public officers or employees shall be subject to public disclosure ten (10) days after the investigative report has been presented to the agency or officer requesting the investigation, or when the investigation is finally concluded or terminated, whichever is later; provided, however, that the City Manager may authorize or ratify the prior disclosure of such records in his or her sole discretion.

Section 14.2 Complaint. In the event an employee alleges unwelcome conduct or behavior that has an adverse effect on him or her to include: 1) being unsolicited and offensive; 2) one that creates an atmosphere that a reasonable person would find hostile such as bullying; 3) a pattern of repeated, ongoing mistreatment; or 4) constant, unreasonable criticism or micromanagement, he or she shall complete an Adverse Effect form and follow the steps outline below.

STEP 1.
An employee of the City of Griffin who believes that he or she is being subjected to unwelcome conduct or behavior shall complete an Adverse Effect form and submit it to his or her immediate supervisor within five (5) business days of its occurrence. The immediate supervisor shall provide an opportunity for full discussion of the concern with the employee. The immediate supervisor shall then attempt, if possible, to rectify the matter and shall respond in writing on the Adverse Effect form with the outcome to the employee within five (5) business days of the date on which the employee first brought the issue to his or her attention. In the event the matter cannot be taken up with the immediate supervisor, or if the employee is unsatisfied with the outcome, the employee should go to Step 2.

STEP 2.
If the response of the immediate supervisor in STEP 1 is unsatisfactory to the employee or does not settle the issue, the employee shall update the Adverse Effect form in writing and submit it to his or her respective Department Director. This shall take place within five (5) business days after the date on which the immediate supervisor's response was given to the employee. It is the responsibility of the Director to provide opportunity for full discussion of the concern with the employee. The Director shall then attempt, if possible, to rectify the matter and shall respond in writing with the outcome to the employee within five (5) business days of their discussion. In the event the matter cannot be taken up with the Department Director, or if the employee is unsatisfied with the outcome, the employee should go to Step 3.

STEP 3.
If the response in STEP 2 is unsatisfactory to the employee and does not settle the issue, the employee shall update the Adverse Effect form in writing and submit it to the Human Resources Director. This shall be within five (5) business days of the employee's receipt of the written response from STEP 2. The Human Resources Director shall investigate the matter including meeting with the employee and whatever levels of the employee's supervision the Director deems appropriate. He or she shall use any means at his or her disposal to satisfactorily address the concern. The Human Resources Director shall respond in writing to the employee about the outcome within ten (10) business days of the conclusion of his or her investigation. If the employee is unsatisfied with the outcome, the employee should go to STEP 4.

STEP 4. FINAL DECISION

Any Adverse Effect which has not been resolved to the employee's satisfaction after the completion of STEP 3 may make an appeal to the City Manager by completing a new Adverse Effect form and submitting it with copies of all other relevant Adverse Effect forms within (5) business days after receiving the response from the Human Resources Director.

The City Manager shall take such actions he or she deems necessary to settle the concern. The decision will be given to the employee in a written document with a copy to the Department Director and Human Resources Director, within ten (10) business days of the conclusion of his or her investigation. The decision will be final and not subject to further appeal.

Section 14.3 Dissolution. Failure of the City to reply to the employee's Adverse Effect within the time limits specified grants the employee the opportunity to take the concern to the next step. If an employee fails to appeal from one step to the next step within the time limits specified, the concern shall be considered settled on the basis of the last decision made, and the concern will not be subject to further consideration.

Section 14.4 Administrative Leave. Upon a complaint of misconduct against an employee which includes the arrest for a felony or misdemeanor involving moral turpitude, or an indictment or a finding of probable cause by an authorized Judicial Officer, an employee will be placed on unpaid Administrative Leave.

Upon a complaint of other misconduct, if the employee's conduct in question is serious enough, or if the employee's presence in the workplace may prevent a thorough investigation, or if it is determined to be in the best interest of the City, the Department Director in conjunction with the Human Resources Director and/or City Manager may choose to place the employee on paid Administrative Leave.
The following rules apply for an employee on Administrative Leave, either paid or unpaid:

1. The employee will continue to receive the benefits afforded to him or her as afforded to him/her prior to being placed on Administrative Leave. The employee, however, may have to reimburse the City for any premiums not covered by his or her paycheck.
2. The employee must be available to speak and/or meet with his or her Department Director, Human Resources, and/or the City Manager anytime, and with little time notice during Administrative Business Hours. Administrative Business Hours for purposes of this section are defined as 8:00 a.m. until 5:00 p.m. on Business Days.
3. The employee may not be on City property unless the purpose is generally used by the public for recreational or business purposes (i.e., park, golf course, paying a bill.)
4. The employee may not perform any form of another job during Administrative Business Hours without the written consent of his or her Department Director and final approval by the City Manager.
5. The employee is required to relinquish any City or Department issued equipment in his or her possession including but not limited to; technology equipment, vehicle, badge(s), and weapon(s).
6. The employee must provide a working phone number and physical address in which he or she can be contacted.
7. The employee shall refrain from any contact- direct or indirect-with other City officials and employees other than his or her Department Director, Human Resources Director, or the City Manager. If a legitimate need exists for such contact, the employee shall contact the City Manager in advance to discuss the situation and, if deemed, warranted, appropriate arrangements will be made.
8. If the employee is a law enforcement employee, the following are also prohibited:
    i. The employee shall immediately relinquish his or her gun and badge;
    ii. The employee may not be armed in any capacity as a law enforcement officer;
    iii. The employee may not represent him/herself as a law enforcement officer;
    iv. The employee will have no authority as a law enforcement officer in any capacity and may therefore not take any law enforcement action in any situation;
    v. The employee may not work any other job;
    vi. The employee may not contact any potential witnesses or complainants; and
    vii. The employee shall not wear any law enforcement insignia including but not limited to; badge, gun, uniform.

Section 14.5 Expectations. *Failing or refusing to cooperate with any internal investigation by, among other things, attempting to interfere or mislead an investigation by deliberately providing inaccurate information or*

withholding relevant information, breeching confidentiality, and/or retaliating against or intimidating any person involved in an investigation is prohibited and may be subject to disciplinary action; provided, however, nothing herein shall negate an employee's Fifth Amendment right against self-incrimination or any similar right afforded under the law.

In the event an employee has repeatedly filed false or unreasonable complaints that are proven to have been intentionally false, have falsified evidence, has acted maliciously or for personal benefit, will subject him or her to disciplinary action up to and including termination.

A complaint by an employee based on being unlawfully discriminated or retaliated against for reporting unlawful discrimination shall not be considered as an adverse effect; but rather as Harassment as defined in Article 2, Section 2.3 of this Personnel Policy. The procedure for filing a complaint is detailed in Section 2.4, Complaint.

ARTICLE 15.

DISCIPLINARY ACTIONS

Section 15.1 **Intent**. Effective employee communications and expectations set forth by management and City policies that are enforced and adhered to do not necessitate disciplinary actions. Consequently, there may be times that disciplinary actions are warranted based on an employee's inappropriate behavior, actions, or performance of job duties. The establishment of rules, regulations, and procedures for the imposition of disciplinary actions are not intended to restrict the rights of any employee, but rather to secure cooperation and maximum efficiency from all employees.

Section 15.2 **Expectation**. It is the expectation of every employee, regardless of his or her position or status, to immediately report suspected misconduct, dishonesty, harassment, fraudulent activity or other unlawful activity up to his or her chain of command, directly to his or her Department Director, the Human Resources Director, or the City Manager.

Section 15.3 **Purpose**. Meaningful discipline is a management tool for achieving acceptable, but preferably exceptional employee performance and behavior. Discipline may be necessary at times to ensure that all employees, irrespective of their department, operate together efficiently and effectively to deliver quality services to the citizens of the City of Griffin.

Section 15.4 **Conduct Subject to Disciplinary Action**. It is impossible to define all possible conduct that may warrant discipline. There are four (4) core concepts, however, that are universally accepted and should be considered whenever discipline is to be imposed:

- An employee's misconduct directly or indirectly relates to the employee's job or the integrity of public service;
- The rule or performance standard violation was known to the employee and/or the employee reasonably should have known that the conduct in question was inappropriate;
- The infraction is serious enough to warrant discipline, under all relevant facts and circumstances with the severity of the infraction determining the severity of the sanction imposed; and
- Where all relevant facts and circumstances are comparable, the rules were and have been consistently enforced.

With the foregoing concepts in mind, the following actions, which are often further detailed within this entire Personnel Policy, though non-inclusive, will constitute sufficient reason for disciplinary action up to and including termination:

1. The arrest of a crime while either on or off the job and/or failure to report it within the required two days.
2. The conviction of a felony or misdemeanor involving moral turpitude. Any negotiated disposition of a criminal act other than an unqualified acquittal or first offender discharge shall be deemed a conviction for purposes of this Policy. Disciplinary action based on the underlying conduct or for other good cause existing while criminal charges are pending can be taken at any time regardless of the status of any criminal action, without conviction of final appeal.
3. The intentional deception, misrepresentation of the truth, or making reckless or false statements or reports, or altering either within the employee's scope of employment.
4. Committing any form of fraud to include fraudulent use of a City credit card or other City funds, identity theft, phishing or other dishonest activity.
5. Any violation of State or Federal laws, City Ordinances, Department and City of Griffin rules and regulations.
6. The making of a false statement, material omission, or misrepresentation on an employee's application, bid sheet for promotion, or other employment related documents, no matter when discovered.

7. Making false claims or misrepresentations in an attempt to obtain or continue sickness, accident benefits, or Workers' Compensation benefits.

8. Illegal activity of any sort while on duty or while off duty if City of Griffin equipment and/or other identifying marks are involved.

9. Failure to use professional judgement and exercise prudent action, either on-duty or off-duty, that results in promoting a negative City image.

10. Wearing a City of Griffin uniform or other identifying mark (i.e., City of Griffin equipment, vehicles) while purchasing or consuming alcoholic beverages, commercial gambling, or other activity which may adversely or negatively affect the City.

11. Failure to wear a seatbelt while operating or riding in a City vehicle or other equipment equipped with passenger restraint devices.

12. Speeding, reckless driving, other failure to operate City motor vehicles and moving equipment, in a safe and proper manner.

13. Failure to report injuries to employees and others which occur on City property or in the performance of City business.

14. Failure to immediately report an accident or injury, regardless of fault that occurs either on City property, using City equipment, or in the performance of City business.

15. Repeated violation of any City-wide or departmental safety rules.

16. Unauthorized passengers or drivers in a City vehicle or other rolling stock.

17. Excessive absenteeism and tardiness.

18. Abusing lunch or break times in excess of the time allowed.

19. Failure to properly notify immediate supervisor when an employee is unable to report to work as scheduled.

20. Failure to return to work as due from any form of a Leave of Absence.

21. Quitting work, wasting time, loitering, or leaving assigned work area during work hours without permission.

22. Failure to fulfill duties as required of "Stand-by" or "Detective Detail".

23. Violations to any form of Leave, paid or unpaid.

24. Abandonment of job.

25. Unauthorized work to include working "off the clock" or unapproved overtime.

26. Paying someone to work your shift.

27. Unauthorized use or removal of City equipment or property.

28. Unauthorized use of telephone, computer, or other City communication equipment.

29. Intentional destruction or vandalism of City property or another person's property.

30. Destruction, falsification, or intentional alteration of City business records, (i.e., timecards, reports).

31. Abuse, neglect, defacing, destroying, improper use, unauthorized, use or theft of an employee's or that of the City's equipment, materials, supplies, or property.

32. Receiving any City service without paying for it.

33. Scavenging items.

34. Financial misconduct or dishonesty to include but is not limited to; theft, misuse, destruction, or other misappropriation of assets or personnel; misstatements or other irregularities in City records, including the intentional misstatement of the results of operations; forgery or alteration of documents, falsification of expenses and timecards, fraud and other unlawful acts.

35. Unauthorized disclosure of medical, legal, or other confidential information as defined in Section 5.23 contained herein.

36. Theft, destruction, vandalism, or unauthorized use of another's property, including fellow employees, visitors, guests, and those owned or used by the City.

37. Misuse of information (i.e., network, materials) derived from the GA Crime Information Center (GCIC) or the Criminal Justice Information System Network (CJIS).

38. If a law enforcement officer, violation of the police officer's Oath of Office.

39. Recklessness, carelessness, or conduct endangering the safety of oneself, fellow employees, and/or members of the public, or causing avoidable waste of products or causing damage to City equipment, machinery, and/or property.

40. Displaying behavior that is threatening, meant to intimidate, argumentative, intrusive, overbearing, repeated behavior that is intended to hurt another person, on-going victim blaming, intentional exclusion or public humiliation.

41. The use of offensive, vulgar, or abusive language toward fellow employees, visitors, and guests.

42. Fighting, attempting to fight or cause bodily harm, horseplay, disorderly or immoral conduct on City property, while performing City business, while representing the City in an official capacity, or while displaying the City name, logo, or graphic in any manner at any time.

43. Failure to behave in a respectful fashion that conveys values of civility with others to include rudeness, horseplay, disorderly conduct, the making of false statements and bullying others. Appropriate courtesy and business decorum in workplace communications and communicating with others is the expectation.

44. Failure to follow established policies and procedures in the safe handling of equipment, materials, people, and property, in the performance of job responsibilities.

45. The consumption, sale, or possession of alcoholic beverages, the use or abuse of controlled substances and/or illegal substances or being intoxicated or otherwise affected on the job because of the prior (before shift) or during the shift even if on a lunch period, use of an alcoholic beverage or a controlled or illegal substance.

46. Failing or refusing to cooperate with any investigation by, among other things, attempting to interfere or mislead an investigation by deliberately providing inaccurate information or withholding relevant information, breeching confidentiality, and/or retaliating against or intimidating any person involved in an investigation is prohibited and may be subject to disciplinary action; provided, however, nothing herein shall negate an employee's Fifth Amendment right against self-incrimination or any similar right afforded under the law.

47. Willful failure to follow reasonable orders or instructions from the supervisor.

48. Inadequate or unsatisfactory performance of assigned job duties and responsibilities.

49. Inefficiency or incompetence.

50. The loss of stated job qualifications, such as a necessary license, to include required status of a driver's license or certification.

51. Inability or unwillingness to obtain the proper certification or license required to perform the job.

52. Neglect of duties, and/or otherwise failing to perform required duties.

53. Negligent Supervision or Retention.

54. A repeated pattern or practice of creating or instigating a bad workplace culture.

55. Sleeping on the job if not duly authorized.

56. Harassment or Retaliation either off-duty or on-duty.

57. Conduct, either on-duty or off-duty, that could contribute to a hostile work environment on the basis of race, sex, disability, religion or any other status as protected by Federal law, State law, or City policy.

58. Spreading gossip or rumors.

59. An ongoing pattern of a negative mindset or hostile behavior that stems from an uncooperative or superior attitude.

60. Having physical contact with inmate labor working in the custody and control of the City of Griffin. This includes giving an inmate food or any other items, hugging, or carrying on conversations of a personal nature.

61. Receiving from any person any fee, gift or other valuable in the course of work, when such fee, gift or other valuable thing is given in the hope or expectation of receiving any favor of better treatment than that afforded other people.

62. Any violation of the Social Media Policy as defined in Article 20 contained herein.

63. Any violation or prohibited action that may not be stated above but is stated elsewhere in the entirety of this Personnel Policy.

Section 15.5 **Types of Disciplinary Action**. Supervisors, Managers and Department Directors, shall have the options detailed below when imposing discipline. In addition, depending on the severity of the offense, any of the options may be bypassed for a greater level of discipline.

- Written Warning. A disciplinary measure which may be issued for an incident, action or behavior which is intended to be more corrective or instructive in nature. In issuing the warning, the immediate supervisor should privately address the issue and what corrective actions should be taken. This shall be documented on the City's Disciplinary Notice notating that it is Warning. It shall be signed by the supervisor and employee and then sent to Human Resources to be placed in the employee's personnel file. The supervisor and employee both should keep a copy.

- Written Reprimand. Where the incident, action, or behavior of the employee warrants a more stringent level of disciplinary action, a written reprimand may be issued. The Department Director or Supervisor will complete the City's Disciplinary Notice notating that it is a Reprimand. The Reprimand will address the issue, corrective action needed, and consequences thereof. The Reprimand will be discussed with the employee privately and in person. The Director or Supervisor shall keep a copy for himself or herself and provide the employee with a copy. The original shall be sent to Human Resources to be placed in the employee's personnel file, provided however, that the failure to do so shall not affect the validity of the written reprimand. Upon receiving a Written Reprimand, an employee has five (5) business days to submit any written comments regarding the reprimand to Human Resources to be placed in his or her personnel file with the reprimand. *Note*: *Any at-fault accident or injury with monetary damages or claims in excess of $1,000 or two or more "at-fault" accidents or injuries will result in an automatic written reprimand*

- Performance Improvement Plan. A performance improvement plan (PIP) may be an option a Department Director chooses for an employee that is experiencing repeated or multiple performance deficiencies. A PIP is

used primarily to facilitate improved performance by identifying deficiencies while providing an opportunity for improvement and success. A PIP will be specific about what needs to be improved and in what time frame(s).

- Probation. At times discipline may warrant placing an employee on a probationary period, if not on one for other reason, or an extension of a probationary period.

- Disciplinary Conference. When discipline warrants more than a written warning, reprimand, or PIP, a Disciplinary Conference may be imposed. Section 15.6 contained herein details the Disciplinary Conference.

With approval of the City Manager the following are additional Disciplinary Actions that can be imposed:

- Suspension. Where the incident, action, or behavior of the employee is deemed to warrant a severe disciplinary action, short of termination, the employee may be suspended without pay. A Department Director may recommend to the City Manager suspension of an employee without pay for a period of not less than one (1) or more than fourteen (14) days. A recommendation for Suspension for a Regular Employee is subject to Due Process detailed in Section 15.6.

- Demotion. A Department Director may recommend to the City Manager demotion of the employee to a position with a lower pay grade and corresponding pay rate. Following a demotion, an employee shall not be eligible for any promotion for a period of one (1) year, except under extraordinary circumstances and with City Manager approval. A recommendation for Demotion for a Regular Employee is subject to Due Process detailed in Section 15.6.

- Termination. A Department Director may recommend to the City Manager dismissal of an employee from employment with the City. Termination of a Regular Employee is subject to a Due Process as detailed in the next section. Termination of an employee in his or her Initial Probationary Period or that of a part-time employee may be recommended at any time with the proper completion of a Personnel Action Form and supporting documentation. In accordance with the Charter of the City of Griffin, Georgia, only the City Manager has the authority to terminate an employee.

Section 15.6 Due Process/Disciplinary Conference. Except for an egregious offense leading to an arrest by the authorities, Regular Employees are covered by the Due Process clause of the 14th Amendment of the United States Constitution, which states that government cannot deprive a person of life, liberty, or property without due process of law. Basically, procedural due process requires that an employee be afforded a meaningful opportunity to be heard if the likelihood of the if outcome will be more than a written warning, reprimand, or PIP. The process begins with the Department Director and/or Asst. City Manager, if applicable, or the Human Resources Director who will provide a written notice of disciplinary conference that states the charges against an employee. The notice will state what policies, regulations or standards of conduct were allegedly violated. The notice will be provided at a minimum of twenty-four hours before the date and time that the disciplinary conference is stated and scheduled. The disciplinary conference is the time that an accused has the opportunity to rebut the charges and provide any supporting credible evidence.

On the date of the disciplinary conference, the Department Director, and/or Asst. City Manager, if applicable, or the Human Resources Director will ask questions of the employee regarding the alleged policies, regulations or standards of conduct that were violated. This is the time for the employee to give his or her side of the story and provide any supporting evidence. After the disciplinary conference, the employee will have 24 hours to provide a written response, if desired, to the charges. Upon consideration of all relevant facts, the Department Director will then either: 1) dismiss the alleged charges if the employee's explanation is sufficient; 2) administer a written warning, reprimand, or PIP; or 3) prepare a Recommendation for Disciplinary Action that will result in either suspension, demotion or termination of employment. This recommendation and any supporting information shall be sent to the Human Resources Director who will ensure all necessary information is complete. All information and the employee's personnel file will then be provided to the City Manager as soon as possible.

The City Manager will then determine a time to meet with the employee and discuss the alleged violation(s). The employee will be provided with a notice of Disciplinary Conference at least twenty-four (24) hours in advance of the date and time by any necessary means which could include Law Enforcement service. This notice will be provided to the employee a minimum of twenty-four hours in advance of the date and time of the disciplinary conference. On

the date of the disciplinary conference, the City Manager will discuss the Department Director's recommended disciplinary action and ask questions of the employee regarding the charges. This is the final time for the employee to give his or her side of the story and provide any supporting evidence which may include any witness(es).

No sooner than at least twenty-four hours later, the City Manager will complete his or her review of the issue and provide a response to the Department Director rendered by either agreeing to his or her recommended Notice of Disciplinary Action, which will be indicated by signature of acceptance or unacceptance with modifications. A letter will be provided to the employee stating the City Manager's final decision. The letter will be served upon the employee using the best means available to assure his or her receipt, generally within no more than five (5) business days. If mailed, service is complete upon mailing.

Section 15.7 Hearing. A Regular Employee who is aggrieved by a Notice of Disciplinary Action by the City Manager imposing a suspension, demotion, or dismissal of employment, shall have the opportunity for a formal, fully evidentiary, public adversarial hearing before the Personnel Review Board created under this Section.

In order to request this hearing, the employee must provide a written notice of the request to the Human Resources Director within five (5) business days from the date on the letter that was written by the City Manager rendering his or her decision. Unless a hearing is timely requested within the five (5) business day period, the employee will be deemed to have accepted the disciplinary sanction imposed. Initial probationary employees or those employees dismissed due to a layoff, departmental, or City-wide reorganization, shall not be afforded a hearing before the Personnel Review Board. Upon receipt of a hearing request, the Human Resources Director shall schedule a hearing and notify all people involved of the date, time, and place.

While due process in an administrative hearing of the nature afforded employees in employment matters does not require an absolute or independent right to subpoena witnesses, upon written request, the City Manager will use his or her best effort to make available at the hearing other employees identified by the aggrieved employee as witnesses; provided, however, the Personnel Review Board shall be authorized to limit the number of witnesses called at the hearing. Deadlines imposed upon the employee shall be in writing. Any deadline missed shall be deemed as the employee withdrawing his or her right to appeal.

The Personnel Review Board shall consist of a pool of eight (8) members and comprised of current or former city or county managers/administrators, city or county attorneys, law enforcement, human resource professionals or people having experience in personnel management or public employment law. The Board of Commissioners shall approve the pool of members, when and as warranted. All Personnel Review Board members shall serve without compensation but shall be entitled to all travel expenses related to attendance at hearings. The Personnel Review Board shall appoint a spokesperson prior to any hearing who shall preside over all hearings. Three (3) members shall be required to preside over a Hearing. The members will be selected as follows: The employee shall go first and choose one member, the City Manager will go next and choose one member, and the Human Resources Director shall go last and choose one member. Hearings conducted by the Personnel Review Board shall be noticed in accordance with the Georgia Open Meetings Law, O.C.G.A.§ Section 50-14-1 *et. seq.* and shall be open to the public while receiving evidence or hearing arguments on charges against an employee; provided, however, the Board may close its meeting pursuant to O.C.G.A. § Section 50-14-3(b)(2) for the purpose of deliberating upon its findings and a recommendation for disciplinary action. All hearings shall be recorded. Hearings shall be conducted with only such procedural formality as necessary to assure decorum and ascertainment of the truth.

Prior to the hearing, the City Attorney, or the City Manager's designee who shall be a member of the Georgia Bar in good standing, shall furnish the employee or his or her attorney with written notice of the names of all witnesses who may be called in support of the City's position. Likewise, the employee or his or her attorney shall notify the City Attorney or the City's designee, in writing, of any person he or she may call as witnesses or employees being requested as witnesses. In the absence of extraordinary circumstances, witnesses not identified as required herein shall not be permitted to testify.

At the hearing, the employee shall have the right to: testify, as well as to present argument, either in person or through counsel, to have all witnesses sworn, to call and examine witnesses, to introduce evidence, to cross-examine opposing witnesses on any matter material relevant to the case, and to rebut any evidence against him or her. The initial burden of establishing good cause to impose disciplinary action shall be upon the City. Hearings may be continued from day to day until they are completed.

The Personnel Review Board shall be authorized to consider all issues related to the disciplinary action, including issues relating to alleged discrimination or retaliation.

Within ten (10) business days after the hearing, the Personnel Review Board shall issue written recommendation that the Notice of Disciplinary Action either be affirmed or recommended to the City Manager that it be reversed, reconsidered, or modified by the sanction imposed. Whenever the Board's action is other than to affirm, the City Manager shall have five (5) business days from receipt of the recommendation in which to affirm, reverse, reconsider, or modify his or her Notice of Disciplinary Action, and take written action based thereon, unless a longer time is needed. The decision of the City Manager is final. Notice of the decision shall be sent to the employee and his or her counsel, if any, by certified mail or other appropriate means.

No retaliatory action shall be taken against an employee for exercising the privilege of seeking a hearing under this section or for testifying as a witness for an aggrieved employee.

Failure of an aggrieved employee to fully exhaust his or her administrative remedy under this Section shall constitute a defense by the City in any litigation arising out of any adverse employment decision.

ARTICLE 16.

GRIEVANCE

Section 16. 1 Purpose. The purpose of a grievance is to provide a channel for employees to raise concerns, resolve disputes fairly, and help management identify and address internal problems. In order for a harmonious relationship to exist between the City of Griffin and the employees of the City of Griffin, prompt consideration, and equitable adjustment will be made of employee grievances. Both supervisors and employees are expected to make every effort to resolve complaints as they arise. It is preferable for all grievances to be settled informally; however, there may be times when a grievance can only be resolved after a formal airing of the complaint.

Section 16.2 Definition. Grievance*:* A grievance is a formal complaint filed by an employee about a specific issue in which he or she believes that he or she has been treated unfairly or in contradiction to a policy. A grievance includes dissatisfaction over any condition of work which allegedly has an adverse effect on an employee. A grievance must be in writing on the City's Grievance form. A grievance does not include the following matters:

- Termination due to layoff or reorganization within a department;
- Issues which are pending or have been concluded by other administrative or judicial procedures;
- Change in budget or organization structure, including the person or number of people assigned to particular positions;
- Approved or un-approved requests to Reclassify a position;
- Disciplinary actions which have yet to occur;
- Any matter which is not within the jurisdiction or control of the City;
- Internal security practices established by the City;
- Decisions, policies, practices, resolutions, or ordinances made or passed by the Board of Commissioners of the City of Griffin which are not job or work related, and which do not contradict these policies;
- Demotion, transfer, or termination of an Initial Probationary employee, part-time employee, or employee on probation;
- Failure to obtain or keep required credentials for the employee's position;
- Employee receiving a written warning;
- Performance Evaluation Ratings in which the employee disagrees with the Supervisor's rating;
- Transfer of an employee in the same class from one division to another in the same department with no change in pay; and
- Changes from one location to another, one shift to another, or in work hours or days.

Failing or refusing to cooperate with any internal investigation by, among other things, attempting to interfere or mislead an investigation by deliberately providing inaccurate information or withholding relevant information, breeching confidentiality, and/or retaliating against or intimidating any person involved in an investigation is prohibited and may be subject to disciplinary action; provided, however, nothing herein shall negate an employee's Fifth Amendment right against self-incrimination or any similar right afforded under the law.

Section 16.3 Complaint. A complaint by an employee on the basis of being unlawfully discriminated or retaliated against for reporting unlawful discrimination shall not be considered an adverse effect; but rather as Harassment as defined in Article 2, Section 2.3 of this Personnel Policy. The procedure for filing a complaint is detailed in Section 2.4, Complaint.

In the event an employee alleges a Grievance he or she shall complete a Grievance form and follow the steps outlined below.

STEP 1.
An employee of the City of Griffin who believes that he or she has a grievance shall complete a Grievance form and submit it to his or her immediate supervisor within five (5) business days of its occurrence. The immediate supervisor shall provide an opportunity for full discussion of the grievance with the employee. The immediate supervisor shall then attempt, if possible, to adjust the matter and shall respond in writing on the Grievance form with the outcome to the employee within five (5) business days of the date on which the employee first brought the grievance to his or her attention. In the event the matter cannot be taken up with the immediate supervisor, or if the employee is unsatisfied with the outcome, the employee should go to Step 2.

STEP 2.
If the response of the immediate supervisor in STEP 1 is unsatisfactory to the employee or does not settle the issue, the employee shall update the Grievance form in writing and submit it to his or her respective Department Director. This shall take place within five (5) business days after the date on which the immediate supervisor's response was given to the employee. It is the responsibility of the Director to provide opportunity for full discussion and review of the grievance with the employee. The Director shall then attempt, if possible, to rectify the matter and shall respond in writing with the outcome to the employee within five (5) business days of their discussion. In the event the matter cannot be taken up with the Department Director, or if the employee is unsatisfied with the outcome, the employee should go to Step 3.

STEP 3.
If the response in STEP 2 is unsatisfactory to the employee and does not settle the issue, the employee shall update the Grievance form in writing and submit it to the Human Resources Director. This shall be within five (5) business days of the employee's receipt of the written response from STEP 2. The Human Resources Director shall investigate the matter including meeting with the employee and whatever levels of the employee's supervision the Director deems appropriate. He or she shall use any means at his or her disposal to satisfactorily address the Grievance. He or she shall use any means at his or her disposal to satisfactorily settle the grievance. The Human Resources Director shall respond in writing to the employee the outcome within ten (10) business days of the conclusion of his or her investigation. If the employee is unsatisfied with the outcome, the employee should go to STEP 4.

STEP 4. FINAL DECISION

A Grievance that has not been resolved to the employee's satisfaction after the completion of STEP 3 may make an appeal to the City Manager by completing a new Grievance form and submitting it with copies of all other relevant Grievance forms within (5) business days after receiving the response from the Human Resources Director.

The City Manager shall take such actions he or she deems necessary to settle the Grievance. The decision will be given to the employee in a written document with a copy to the Department Director and Human Resources Director, within ten (10) business days of the conclusion of his or her investigation. The decision will be final and not subject to further appeal.

Section 16.4 Dissolution. Failure of the City to reply to the employee's Grievance within the time limits specified grants the employee the opportunity to take the concern to the next step. If an employee fails to appeal from one step to the next step within the time limits specified, the Grievance shall be considered settled on the basis of the last decision made, and the concern will not be subject to further consideration.

ARTICLE 17.

CAREER PLANNING AND PROFESSIONAL DEVELOPMENT

Section 17.1 **New Employee Orientation**. New employee orientation is held the first Thursday of each month for employees that were hired in the previous month. Included in this orientation is City Manager introduction, specific details on the City of Griffin, benefits, safety education, non-discrimination and equal employment opportunity training, and other specifics from the City of Griffin Personnel Policy. All new employees are required to attend orientation.

Section 17.2 **Training**. It is the intent of the City that all employees are adequately trained for their position and are given the tools and resources to do the job. The Department Director has the ultimate responsibility for planning, budgeting, and promoting the training of employees for the purpose of enhancing an employee's skill set and to further assist employees in preparing themselves for advancement.

Employees are encouraged to seek professional development and to take reasonable opportunities to improve his or her level of knowledge and competence. Within budget constraints, the City may conduct internal training sessions, both in formal and informal settings. Employees are encouraged to participate when and if possible and applicable to their job duties and career advancement.

Section 17.3 **Career Planning and Professional Development**. The City of Griffin understands the value of our employees and is dedicated to retaining employees by identifying potential pathways for career advancement. This may include developing in a current role or identifying other positions within the City that meet the employee's interests and abilities. Consequently, an official Career Planning and Professional Development process is in place. After five (5) months of employment, an employee will be given a Career Planning and Professional Development form to complete. The employee's supervisor will review the form with him or her when the six-month performance evaluation is conducted. Information contained in the completed form will have no bearing whatsoever in the evaluation of an employee's performance. Moving forward the form will be reviewed between the parties when the one-year performance evaluation is conducted. Subsequently, it will be reviewed at every five-year incremental date on which the performance evaluation is conducted. If at any time changes are necessary, a new form should be completed and submitted to the supervisor. The form will be retained in the employees' personnel file in the office of Human Resources. Employees will have access to their form on the Paychex portal under the "Documents" section.

Section 17.4 **Certifications.** The City recognizes the importance of job-related continuing education which will give the employee greater skill in performing his or her job. To this end, the City will pay up to 2.5% of an employee's rate of pay for job related certifications up to a maximum of two (2) per employee during his or her tenure.

To be eligible for a certification increase, the certification must benefit the employee's major duties and responsibilities in his or her current job classification to significantly enhance their value to the department and organization as a whole. The employee must be able to prove the value of the certification and the degree of training/education necessary to achieve the certification.

The following are excluded from a certification increase:

1. Certifications which do not directly assess professional competencies and are not job related;
2. Certifications that are obtained that had no test or exam that had to be passed to obtain such;
3. If the Certification is a requirement of the position or a 'renewal' of a current Certification;
4. A Certification achieved relevant to a different job than an employee has, even though the employee may seek future employment in such a job;
5. A Certification that is not relevant to his or her assigned duties and responsibilities; and
6. When an employee has reached the maximum rate of pay for his or her pay grade.

In unclear cases, the City Manager will consider the following factors in making a decision:

- Do the standards of the organization, including the nature of the examination and the requirements for successfully achieving certification, reflect a distinction between those who are or are not highly

competent? In general, standards which can be met by all or most who apply for certification will not be eligible; or

- Certifications with which no formal examination/testing process are given will be considered based on the complexity and level of training associated with obtaining such certification.

In all cases, certification increases must be approved by the Department Director with final approval by the City Manager, in advance of obtaining the certification and shall specifically be budgeted for the corresponding year in which it will be awarded.

Section 17.5 Performance Evaluations. It is incumbent upon each City of Griffin employee to perform in an exemplary manner reflecting the principles and disciplines upon which this institution was founded. In this spirit, the Performance Evaluation Program ensures that the City develops and retains qualified talent for the achievement of City goals and for an individual's personal career development plan. The Performance Evaluation Program is designed to:

- Be an inherently objective process consistent City wide;
- Facilitate conversations and feedback while fostering a relationship between an employee and a manager;
- Be a mechanism in which a manager can be transparent, genuine and honest with an employee over how his/her current job performance is and how to improve it;
- Recognize an employee in detail for the goals he or she has met;
- Recognize an employee for the contributions he or she has made to the City and the community;
- Set future goals and expectations for career development and growth; and
- Reward pay for an individual's performance so he or she will continually strive for excellence.

Following his or her date of hire, full-time initial probationary employees will be evaluated as detailed in Section 5.4, Initial Probationary Period. Full-time Regular employees will be evaluated annually based upon their month of hire or promotion, if applicable, with the exception of Fire Suppression personnel who will be evaluated annually in December.

Performance Evaluations have four (4) different ratings which are:

1 = Needs Improvement
2 = Meets Expectations
3 = Exceeds Most Expectations
4 = Exceeds All Expectations

When the ratings are all tallied, an individual's overall rating will be between 1.0 and 4.0. The overall rating score will be used for purposes of Pay for Performance as detailed in Section 17.6.

Evaluations for most employees are comprised of the following measures: Soft Skills, Quality and Quantity of Work, Attendance/Tardiness, Risk/Loss/Safety, Time Management, Career Development and Participation.

Employees in mid-level and upper-level leadership will be evaluated on a combination of the same measures as listed above, but also Accountability, Decision Making, Leadership, Planning and Organization, Managing People, Efficiency and Cost Control, Soft Skills, Quality and Quantity of Work, Adaptability, and Emotional Control.

The Performance Evaluation forms are located on the City's intranet and may be viewed by any employee at any time. Employees are encouraged to keep an on-going yearly tracking sheet of items related to the Evaluation. This tracking sheet is located on the City's intranet as well. To receive the highest rating possible on a Performance Evaluation completion and submission of the yearly tracking sheet is required.

Section 17.6 Pay for Performance Program. The City of Griffin will align wage and salary increases, when annually budgeted and approved by the Board of Commissioners. If approved, the award is given only once at the same time for all eligible employees. Historically this has been the first pay day of the new fiscal year. The Pay for Performance Program is designed with performance elements that are within each employee's control. The program is intended to reward excellence and have employees actively participate in the City's success while performing to the best of their abilities.

Non-managerial staff will be evaluated on the following factors and weighted percentages:

Soft Skills 25%

Quality and Quantity of Work 25%

Attendance 15%

Risk/Loss 15%

Time Management 10%

Career Development 5%

Participation 5%

Middle and Upper Leadership staff will be evaluated on the following factors with a weighted percentage of 10% each: Accountability, Decision Making, Leadership, Planning and Organization, Managing People, Efficiency and Cost Control, Soft Skills, Quality and Quantity of Work, Adaptability, and Emotional Control.

Any increase in pay under the Pay for Performance Program will be calculated based on the score of an employee's most recent Annual Performance Evaluation which shall be within the past twelve months. In the case of the following the employee will not be eligible for any pay increase:

1) Received an overall rating of Needs Improvement;

2) A full-time employee in a probationary period for any reason *excluding* promotional probation or employee-initiated transfers or demotions;

3) A part-time employee;

4) An employee already at the maximum pay rate for his or her position;

5) An employee on, or that has been on, a performance improvement plan during the evaluation period;

6) An employee that has been suspended (no matter how many days) during the evaluation period;

7) An employee with a total of 3 or more "at-fault" accidents or injuries during the evaluation period;

8) An employee with "at-fault" accident or injury claim(s) with a cumulative total cost to the City of $10,000 or more during the evaluation period; and

9) An employee on Administrative Leave with no pay at the time awards are given.

Any increase approved by the Board of Commissioners will be the same no matter what the Department; however, amounts will individually vary within the department based on individual Performance Evaluation scores. The Pay for Performance Program in no way guarantees that a wage or salary adjustment for an employee at any time will be awarded. It is simply a mechanism to appropriately reward an individual for his or her contribution to the City of Griffin, should a merit increase be approved by the Board of Commissioners.

ARTICLE 18.

EMPLOYEE PRIVACY IN THE WORKPLACE

This policy serves as notice to all employees, volunteers, interns, and contractors of the City of that there is no right or expectation of personal privacy in the use of City owned or provided equipment, services, or physical resources, including desks, office spaces, lockers, or vehicles. The Article covers (1) data privacy; (2) physical resource privacy; and (3) photo and video consent. Electronic resources and physical resources provided by the City to employees, volunteers, interns, and/or contractors should NOT be considered private.

Section 18.1 Data Privacy. All data, including any data that is stored or printed as a document, is subject to monitoring, audit, and review. When using any property, equipment, or services provided by the City, there should be no expectation of personal privacy; this includes, but is it not limited to, the use of office phones, cellular/smartphones, voicemail, print, mail, the internet, email systems, and file share directories. Additionally, employees should exercise professional judgment when determining when to use email, the contents of email, and the person with whom emails are exchanged. Email communications between City employees to other employees or third parties are not private.

The City reserves the right to monitor and review all communications entering or originating from its telecommunications system. The City has unlimited access to protect the security of these systems or the City's property rights. Furthermore, the City reserves the right to access, retrieve, read, and disclose any data, files, messages, software, and information stored or transmitted on City-funded systems for any purpose. Employees are hereby on notice that, even when a message is erased or a website visit is closed, the City may still retrieve the message or locate the website. The City reserves the right to monitor the use of its systems to prevent abuse, enforce other policies, and access information. Access may occur in the following situations: (1) impropriety; (2) violation of City policy; (3) legal requirements; (4) suspected criminal activities; (5) breach of system security; (6) location of substantive information; or (7) monitoring employee performance and conduct. The foregoing list should not be construed as exclusive, and the City reserves the right to monitor or access its systems or equipment as the City, in its discretion, deems necessary.

The data, documents, or other content gathered from the City-provided systems may be disclosed by City management within or outside the City without the user's permission. Furthermore, all communications, including text and images, may be disclosed to law enforcement or other third parties without the prior consent of either the sender or the receiver.

For details on appropriate, ethical, and lawful use of technology resources provided by the City for employee use, employees should reference the Acceptable Use Policy located at Article 19 of the Personnel Policy.

Section 18.2 Physical Resource Privacy. Employees may be assigned or provided with physical resources by the City, including, but not limited to, the following: workspaces, offices, storage spaces, desks, file cabinets, lockers, vehicles, lock boxes, or other physical resources for the employee's use during his/her employment with the City. Employees may be given keys to lock their desks, workplaces, or any other City-provided physical resource. The City shall be entitled to a duplicate and/or master key to access these physical resources at all times. Furthermore, the City may utilize keys or any other means to access any locked desk, workspace, vehicle, or other physical resource in order to inspect, investigate, search, or remove its contents. An employee's possession of a key does not create any right to privacy in any physical resource provided by the City or the materials or contents stored therein.

In some instances, employees may be given permission to use their own personal locks to secure physical resources such as lockers or other workspaces. Locks or any other device used to secure a physical resource provided by the City, even if personally installed by the employee, do not create a right to privacy in the physical resources or the materials or contents stored therein. The City may open a secured space, including lockers, to inspect, investigate, search, or remove its contents.

Section 18.3 Photo & Video Consent. By accepting employment with the City of Griffin, each employee consents to the City's use of photos, videos, or audio recordings that feature the employee on social media posts/releases, publications, exhibitions, or reproductions to be used for news, promotional purposes, advertising, and inclusion on the City's websites or social media platforms. If an employee does not want to consent to this, he or she must provide written notice to the Human Resources Director.

ARTICLE 19.

ACCEPTABLE USE POLICY

This policy defines the appropriate, ethical, and lawful use of technology resources that are owned or provided by the City of Griffin for employee use by the City of Griffin Department of Information Technology. It delineates acceptable uses of the internet, email, and various technology systems by city employees, volunteers, interns, and contractors (hereinafter, collectively, "Users") while using City-owned or leased equipment, facilities, internet addresses, domain names, and/or email services registered to or provided by the City. It seeks to ensure that the use of the internet and computer systems provided by the City is consistent with other City policies, applicable laws, and the individual user's job responsibilities.

Section 19.1 Applicability. This policy applies to any User who uses City technology resources. It applies to all technical resources that are owned or leased by the City, used or accessed on City owned or occupied property, and/or provided for the purpose of conducting City business. This policy also applies to all activities on any accounts, subscriptions, or other technical services owned or otherwise provided by the City, including, but not limited to, internet and email.

Section 19.2 Usage. City-owned technology resources, including any accounts provided by the City, are to be used for City-related activities that support the mission, goals, and purpose of the City. Employees are expected to use the internet and email to improve their job knowledge; to access scientific, technical, and other information on topics that have relevance to the City; and to communicate with their peers in other government agencies, academia, and industries on matters of relevance to their work for the City. The City's computer systems are business tools that allow employees to connect to information and resources and to communicate and work with other employees, governmental entities, citizens, and other individuals for the benefit of the City and its operations. Access to the internet, City computer systems, and use of City-provided email must only be for City purposes. These systems shall be used in a professional manner for legitimate business purposes only and shall remain the property of the City at all times. Users may not use the internet or computer systems for any purposes which would reflect negatively on the City or its employees. Additionally, the use of these systems shall not disrupt or interfere with the work of any other computer or network system, adversely affect any business process within the City, or misrepresent the interests of the City.

Section 19.3 Access Approval; Account Security; Program and File Access. Access to the City's computer systems must be approved. Approval may require displaying proof of identification and/or forms as requested, including signature and acknowledgement of this Acceptable Use Policy.

Only the Department of Information Technology can assign or administer user accounts. Accounts are assigned individually. They must not be shared or used by anyone other than the individual to whom they are assigned. Employees are individually responsible for the proper use of their accounts, including proper password protection and appropriate use of internet resources. Allowing friends, family, or coworkers to use City of Griffin accounts, either locally or through the internet, is a serious violation of this Acceptable Use Policy which will result in disciplinary action.

A User may only access the programs and files that are located within their own account, unless the programs and/or files have been explicitly made available to others by the custodian of the data, either by written approval or through security systems. In other words, one user may not access the programs or files of another user without that user's express permission.

Section 19.4 Data Security and Privacy. All computer code, scripts, queries, documents, spreadsheets, presentations, media, or other types of data generated on City-provided equipment, or otherwise generated by employees while conducting City business, are the property of the City. As such, all messages created, sent, or retrieved over the internet or the City's email systems are the property of the City and should not be considered private information. Each employee is responsible for the content of all data that they place, send, or maintain using the City's electronic resources including, but not limited to, text, audio, video, or images.

The Department of Information Technology monitors the City of Griffin network and systems for various purposes. Information captured during monitoring may be used for administrative action, disciplinary action, or criminal prosecution, if applicable. Users have no right to privacy as to any information or file transmitted through or stored

in the City's computer systems, email, or other technical resources. For more information regarding employee privacy, refer to Article 19, Employee Workplace Privacy, of the Personnel Policy.

Email or other communications solely related to the business of the City which may contain confidential or proprietary information, including, but not limited to, financial records, payroll, attorney-client privilege communications, medical information, personnel information, or other information, which may be protected by law from disclosure, either in whole or in part, should be sent using City-provided or City-approved communications mediums. Employees must be mindful of their duty to safeguard information that is confidential or proprietary to the City and its vendors, as well as confidential information of citizens and others, and must protect such information against unlawful disclosure.

Passwords should not be communicated in plain text. Should it be necessary to communicate a password, employees should coordinate with IT to transmit it securely.

All messages communicated electronically should identify the employee as the sender and should contain a subject title. Messages should not be transmitted under an assumed name. Employees or other users shall not attempt to obscure the origin of any message.

Communications which would be inappropriate under other City policies are equally unacceptable if delivered via electronic communications. These communications may include, but are not limited to, harassing or discriminatory comments, breaches of confidentiality, and insubordinate statements.

Section 19.5 **Network Performance and Availability.** No one shall deliberately attempt to degrade the performance of the City's technical resources or otherwise deprive authorized Users of said resources or access to the City's computer systems. When a process is consuming an excessive amount of system resources or objectionably degrading system response, it may be terminated, or its priority may be altered without notice from the IT Department.

The IT Department, with approval from the Chief Technology Officer, will periodically engage in "phishing" campaigns, social engineering attacks, and vulnerability assessments for end-user training and risk analysis purposes. These activities may temporarily disrupt network communications.

All system maintenance will be performed by personnel within the City of Griffin Information Technology Department. Employees must be aware that scheduled system maintenance may temporarily disrupt network communications or system availability and should be planned accordingly.

Section 19.6 **Breach of Security.** Users may not attempt to circumvent security or use knowledge of loopholes in computer system security. Additionally, Users may not use unauthorized knowledge of a password to gain access to computing systems, obtain extra computing resources, take resources from another user, damage any computing system, or otherwise use these systems in any manner for which proper authorization has not been given. Any of these attempts are a violation of this policy.

Section 19.7 **Software Resources.** All software shall be approved and installed by the Department of Information Technology. Users will not install any software or introduce any executable code (exe, .com, .vbs, or .bat files) without approval from IT. All software licensing will be maintained and assigned by the Department of Information Technology. Only Information Technology Department Employees may license User to use approved software.

Section 19.8 **Additional Cost to the City.** Resources that incur a cost to the City (including, but not limited to, text messages, picture messages, app purchases, directory assistance, etc.), whether accessed via the internet, mobile devices, email, or other applications, must not be accessed or downloaded without prior approval. It is the Department Director or City Manager's responsibility to assure the business need, applicability, and safety of any new resource. Users may be held responsible for any costs that are accrued by the City without prior approval.

Section 19.9 **Unacceptable Use of City Technology Resources.** The following list, though not comprehensive or exclusive, contains uses of City technology resources which are expressly prohibited:

(a) The use of hacker or hacker-related software on any system for any purposes unrelated to IT operations or conducted by any staff not employed in the Department of Information Technology;

(b) The intentional introduction of any malware, including viruses, worms, Trojan horses, adware, keyloggers, spyware, or the like on any computer network;

(c) Intentionally breaching, damaging, defacing, or destroying any hardware or software system;

(d) Attempting to access confidential data for personal gain if the User is not the custodian;

(e) Utilizing any City technology resource to conduct a private business;

(f) Utilizing any City technology resource for commercial or personal financial gain;

(g) Utilizing any City technology resource for illegal activities;

(h) Utilizing any City technology resource for political campaigning;

(i) Accessing sites that promote exclusivity, hatred, or positions that are contrary to the City's policy of embracing cultural diversity;[1]

(j) Accessing inappropriate sites, including adult content, online gambling, and dating services;[2]

(k) Accessing sites that promote illegal activity, copyright violation, or any activity that violates the City's ethical standards;[3]

(l) Accessing, downloading, or copying copyright-protected software, literature, or music;

(m) Utilizing the internet to obtain or disseminate language or material which would normally be prohibited in the workplace;

(n) Excessively utilizing City resources for purposes unrelated to City business;

(o) Accessing the internet, City network, email, or messaging while driving a City vehicle, unless it is a requirement of the job (e.g., Police, Fire/Rescue);

(p) Texting, emailing, calling, videoing, or otherwise operating a phone while driving a City vehicle or while driving a personal vehicle on City business in violation of Georgia law, unless it meets the exceptions provided in O.C.G.A. § 40-6-241.

Section 19.10 **Unacceptable Use of Email.** As a general guideline, the same standards should be utilized for the creation of email messages as would be utilized for other City correspondence or memoranda. The following are expressly prohibited:

(a) Distributing fraudulent, threatening, or obscene email or graphical displays used to harass or intimidate others;

(b) Creating or distributing chain letters;

(c) Exploiting distribution lists or list servers or similar broadcast systems for purposes beyond their intended scope to amplify the widespread distribution of unsolicited email (i.e., "spamming" City email addresses);

(d) Broadcasting email messages to large groups of email Users instead of targeting small and specifically interested populations;

(e) Broadcasting unsubstantiated virus warnings or messages from sources other than approved IT sources;

(f) Utilizing a City-issued email address for purposes unrelated to conducting City business.

Non-exempt hourly employees should not view or answer emails outside of working hours as such time will not be compensable. If any of the prohibited uses listed above are required for a legitimate business reason, an exception should be requested through the employee's Director, who will then escalate the request to the Department of Information Technology for consideration.

Section 19.11 **Minimum Security Rules & Requirements.** All City accounts will be created and maintained by the Department of Information Technology. No other employee, contractor, or vendor may create or modify accounts or permission to assets or data on any system without written authorization from the IT Department.

[1] For more information on the City's stance on cultural diversity, employees should contact the City of Griffin EDIT Team.
[2] With regard to websites that are normally considered not-safe-for work, exceptions will be made for law enforcement and other investigative staff as necessary to facilitate investigations.
[3] See fn. 2.

Users are responsible for the usage and security of their network account and any device that is used to connect to City systems. If any User suspects their account or device has been lost, stolen, or used to facilitate unauthorized access to a City system, that User must report this to the IT Department within four (4) hours of the discovery/occurrence. For security reasons, any accounts or devices that are reported as lost or stolen may be remotely wiped.

To prevent computer viruses from being transmitted through City systems, employees are not permitted to download any software onto their computer or to any drive in said computer. When downloading a file or opening an email attachment, Users must scan all materials with City-provided antivirus software. Additional consideration of policies established by the Chief Technology Officer should be used in determining how to handle potentially damaging emails or files. Users must immediately report any suspicious output, email attachments, files, shortcuts, links, or system problems to the Department of Information Technology Help Desk and cease all activities on the system. Do not open email attachments that arrive anonymously, that have strange subject titles, or that contain multiple forwards or unusual extensions. If a User is ever unsure about the safety or content of an email attachment, they must consult the Department of Information Technology.

To ensure workstation security, Users will utilize screen locks and authorized, password-protected screensavers that are set to activate after ten minutes or less of inactivity. Users will lock or log off the workstation when departing the area. Employees are not to leave a computer without password-protecting it first.

Section 19.12 **Password.** All systems and accounts must utilize passwords for security; however, employees should be aware that password protection is not a guaranteed tool for maintaining confidentiality.

Users are not to share passwords. Do not store it on any processor, microcomputer, magnetic, or electronic media unless such storage is approved by the Department of Information Technology in writing. Additionally, passwords are not to be written down and made plainly or publicly available, such as sticky notes stuck to monitors or "hidden" under keyboards. Employees must notify the Department of Information Technology immediately if they suspect that another person may have unauthorized access to a password. All passwords remain the property of the City.

User-generated passwords will be at least 12 characters long, but not longer than 14 characters for Public Safety Users. As a general guideline, passwords should not contain personally identifiable information (e.g., social security numbers).

For complexity, they must contain characters from at least three of the following four categories:

- English uppercase letters A through Z
- English lowercase letters a through z
- Base 10 digits 0 through 9
- Non-alphanumeric characters (e.g., punctuation, symbols, etc.)

Passwords must not contain the following:

- User's account name
- Parts of the User's full name that exceed two consecutive characters
- Common names
- Call signs
- Birthdays
- Phone numbers
- One of the User's previous ten passwords

When a password is changed, it should be distinctly different from the previous password.

Section 19.13 **Policy Enforcement.** If violations of this policy are discovered, the City will take appropriate actions to resolve the issue. Violators may be subject to disciplinary actions. Disciplinary actions will conform to other City personnel policies and may result in termination. If violations of this policy are discovered that are illegal in nature, the City will notify the appropriate authorities.

In order to protect the integrity, confidentiality, or availability of City computing and network resources, and to protect the City from liability, the City may suspend, block, or restrict access to computing resources or accounts when it appears reasonably necessary to do so. The City reserves the right to pursue appropriate legal actions to recover any financial losses suffered as a result of violations of this policy.

Section 19.14 **Disclaimer.** The City of Griffin makes available computing facilities consisting of hardware, software, accounts, and communication activities. The City accepts no responsibility for any damage or loss of data or services arising directly or indirectly from the use of these facilities or for any consequential loss or damages. The City makes no warranty, whether express, written or implied, regarding the computing services offered or their fitness for any particular purposes.

Section 19.15 **Acknowledgment.** Prior to or on the first day an employee or contractor begins work for the City, he/she must sign a copy of the Acceptable Use Policy stating the employee has read and understands the responsibilities regarding use of City accounts and systems, as well as the information provided therein.

ARTICLE 20.

SOCIAL MEDIA

Section 20.1 Purpose and Intent; Definitions. The purpose and intent of this policy is to establish guidelines for employees who engage in social media activity as defined herein. This policy is not intended to prohibit any employee's personal expression in general or through social media activity in particular; however, the City has an interest in the effective and efficient fulfillment of its responsibilities to the public, and the City is empowered to take action against employees who act against that interest by engaging in social media activity which affects operations and/or undermines public trust and confidence.

This policy attempts to strike a reasonable balance between the employees' interest in engaging in social media activity and the City of Griffin's interest in preventing unnecessary disruption to or interference with its operations and relationship to the public it serves. This policy is not an effort to stifle employees' rights of free speech. Rather, this policy imposes guidelines for City employees when they communicate on social media sites as a private party, including but not limited to, ensuring that employees: communicate their status as a private party when speaking as such; do not violate laws and rules of employment designed to protect and maintain the stability and integrity of the workplace; protect confidential information; adhere to the rules of ethics; comply with open records and open meetings law requirements; and other guidelines related to similarly compelling government interests.

For purposes of this policy, the term "social media" is defined as internet and mobile-based applications, websites, and functions, other than email, with a focus on immediacy, interactivity, user participation, and information sharing. In most cases, the term refers to internet-based websites, applications, or similar platforms such as, but not limited to, Facebook®, Twitter®, Instagram®, Pinterest®, LinkedIn®, SnapChat®, TikTok®, YouTube®, Tumblr®, and Reddit®. Online social media technologies covered by this policy also include, but are not limited to, such applications as web logs/blogs, video logs/vlogs, message boards, podcasts, and wikis.

For purposes of this policy, the term, "social media activity" is defined as the act of sharing or providing information or otherwise communicating through social media, including, but not limited to, the posting, uploading, reviewing, downloading, and/or forwarding of text, audio recordings, video recordings, photographs/images, symbols, or hyperlinks.

Section 20.2 Scope of Policy. This policy applies to all employees of the City of Griffin without regard to whether their social media activity is conducted inside or outside of the workplace, while on or off duty, anonymously, or through the use of pseudonyms. This policy applies to all employees of the City of Griffin without regard to job title, position, or rank; however, upon the approval of the City Manager, any department or affiliated agency of the City of Griffin, having special or unique concerns pertaining to its employees' social media activity, may adopt and implement more restrictive Standard Operating Procedures or other internal rules which are narrowly designed to address the unique concerns of that department or agency. Employees have a responsibility to familiarize themselves with any and all social media policies applicable to their position and department. Additionally, while not held to a different policy, the social media activity of City employees or officials whose positions carry a heightened perception of authority within the public and/or community at large may be more closely scrutinized, regardless of whether or not such authority actually exists or is disclaimed.

Section 20.3 Limitations and Restrictions on Social Media Activity. Employees have a right to engage in social media activities, but they do so at their own risk. All employees of the City of Griffin should remain mindful that, as public servants, they are generally held to higher standards than the general public with regard to their on-duty and off-duty conduct, professionalism, and ethics.

Situations involving personal social media use are often evaluated on a case-by-case, fact-intensive basis, and the laws in this area are rapidly evolving. Employees are encouraged to discuss the application of this policy to any particular social media activity with the Director of Human Resources before engaging in such activity.

Employees are strongly discouraged from disclosing or otherwise revealing their status as employees of the City of Griffin through social media. Except as otherwise authorized in advance by the City Manager, employees are strictly prohibited from directly or indirectly representing themselves to be speaking on behalf of the City of Griffin or in their capacity as a City of Griffin employee. If there is a risk of their statement being attributable to the City rather than the employee in their personal capacity, the employee must provide a disclaimer clarifying that their social media communication reflects only the employee's personal views and does not necessarily represent the views of the City, the employee's department, a board, or other agency, as applicable. However, the sufficiency of such a

disclaimer in dispelling the public's perception of authority may depend on the context of the communication, the employee's position, or other details; for this reason, disclaimers should not be relied upon as a "loophole."

Each employee who engages in social media activity must take personal responsibility for ensuring that such activity is consistent with all policies of the City of Griffin, including, but not limited to, those pertaining to prohibitions against false or misleading statements; promotion or endorsement of violence or illegal activity; promotion or endorsement of the abuse of alcohol or drugs; disparaging individuals or groups based on race, ethnicity, national origin, gender, sexual orientation, religion, disability, or other characteristics protected by law; or otherwise engaging in conduct unbecoming an employee of the City of Griffin, bringing discredit to the City, or interfering or being detrimental to the mission or function of the City. Improper use of social media may lead to disciplinary action, even if such activity is for personal use, conducted off duty, with the use of the employee's personal device/equipment, if the activity causes unnecessary and material disruption to or interference with the City's operations and relationship to the public it serves.

As public employees, speech, whether on or off duty, made pursuant to official duties is not protected speech under the First Amendment and may form the basis for discipline if deemed detrimental to the efficiency of operations of the department. Employees may be disciplined for engaging in any social media activity which disqualifies them from performing or reasonably calls into question their ability to objectively perform, any essential function of their position with the City. Examples of such functions include, but are not limited to, testifying, making hiring or promotion decisions or recommendations, conducting performance evaluations, or determining eligibility for City programs.

While any employee, at his/her discretion, may engage in social media activity with any other employee(s) consistent with the limitations, restrictions, and guidelines of this policy, no employee may be required or otherwise compelled to engage in such activity with another employee or other individual.

No employee, whether for purposes of engaging in social media activity or otherwise, may disclose or otherwise reveal any privileged or confidential information pertaining to the City of Griffin, any current or former employee of the City, any applicant for employment with the City, or other person whose information was obtained as a result of the employee's employment with the City. Further, employees must not use social media to disseminate nonpublic information to further their own private interests (gain or loss) or that of another, such as engaging in financial transactions using such information, through advice and recommendation to others, or simply through unauthorized disclosure.

Employees shall not use their City email account or password in conjunction with a personal social networking site. Additionally, personal or private business venture social media accounts must not be tied to or connected with the City, in name or otherwise (e.g., personal account named 'City of Griffin Firefighter').

Exceptions to the above-stated limitations and restrictions may be authorized by the City Manager; provided, however, that any request for such an exception represents an acknowledgment by the employee that, if approved, the disclosure of information, photographs, audio, video, etc. via social media activity will be fully consistent with the letter and spirit of this and all other policies within the City, any internal standard operating procedures adopted by his/her Department Director, and any laws pertaining to copyrights, trade secrets, patents, privacy, and reputation laws.

Section 20.4 **Workplace and/or On-Duty Usage.** City of Griffin recognizes social media as a legitimate form of communication. As such, employees are permitted to engage in limited and incidental social media activity in the workplace and/or while on duty consistent with the City's policies on receipt of personal text messages or telephone calls of limited duration. However, employees choosing to do so are expected and required to use proper judgment and discretion, recognizing that even very brief periods of social media activity can collectively amount to significant periods of time. Workplace/on-duty social media activity shall not have a detrimental effect on employee productivity or the workplace as a whole. Supervisors are authorized to take action, as appropriate, to address concerns related to social media activity while on-duty.

Employees must adhere to the guidelines outlined in the City's Acceptable Use Policy and Privacy Policy. Employees must ensure they do not violate the City's ownership interest in any content posted by the employee. Except as otherwise authorized in advance by the City Manager, no employee, whether for purposes of engaging in social media activity or otherwise, may post or upload any information, audio recordings, video recordings, photographs/images, or other content from City of Griffin computers or equipment.

Section 20.5 **No Expectation of Privacy in Social Media Activity.** Social media activity is not secure or private, even if active steps are taken to restrict access to a social media account. Once information has been posted or exchanged via social media, it is generally trackable, traceable, and accessible for an indefinite period of time. Therefore, employees should use social media at their own risk. Employees hereby are on notice that there is no expectation of privacy in any social media activity which the employee engages in. The City reserves the right to monitor social media activities of employees which are accessible to the public or otherwise reported to the City and which are conducted in the workplace, on-duty, and/or otherwise directly or indirectly relates to or affects the City, its departments, its employees, or its operations. However, the City shall not require, demand, or force an employee to provide password/log-in information for personal accounts or to "friend" or link personal social media accounts to any supervisor, coworker, or officer of the City. Provided, nothing herein shall be construed to limit the City of Griffin Police Department or other law enforcement agency from obtaining access to an employee's social media accounts, applications, or activity pursuant to a criminal investigation and in accordance with the law.

Section 20.6 **Applications to Other Policies.** All other policies contained in the City of Griffin Personnel Policy relating to employee conduct apply equally to conduct that occurs through social media. This includes, but is not limited to, policies relating to discrimination, harassment, retaliation, workplace violence, conflicts of interest, and political activity. Any conflicts or inconsistencies between this policy and any one or more other policies shall be resolved by the City Manager.

Section 20.7 **Duty to Report.** All employees have an ongoing duty to report violations of this policy by any other employee to the Human Resources Director. The City of Griffin considers this duty to report to be a critical component of its efforts to enforce this policy in order to ensure the safety, well-being, morale, and efficiency of its employees, preserve its reputation and goodwill in the community, and avoid or minimize unnecessary disruptions to or interference with its operations and service to the public. The Human Resources Director will address reports and violations as warranted.

Section 20.8 **Corrective and/or Disciplinary Action; Other Potential Consequences.** Employees engaging in social media activity in violation of this policy will be held accountable through corrective and/or disciplinary action, up to and including termination of employment, as authorized by law or policy. The action shall be taken in accordance with the City's standard disciplinary policies and procedures. The City reserves the right to request an employee immediately remove any posted or uploaded test, audio recording, video recording, photograph/image, etc., even if previously approved under context provided, if such posted material constitutes a violation of this policy or other City of Griffin policies.

Employees should be aware that some conduct discussed in this policy may violate other laws for which there may be civil and/or criminal penalties. If an employee is sued in part due to social media activity under circumstances where the City would ordinarily provide a defense and/or indemnify the employee, the City reserves the right to withhold or withdraw such defense or indemnification in the event any such activity is found to violate this policy or any other policy of the City of Griffin. Employees have no authority to speak for the City except as approved by the City Manager, and employees alone will bear the consequences of social media use in their personal capacity.

Section 20.9 **Interpretation & Application.** Nothing in this policy is intended to or will be applied in a manner that violates any employee's constitutional rights, including rights to freedom of speech, expression, and association, or federal or state right to engage in any statutorily protected activity. This policy is intended for internal use by the City of Griffin only and should not be construed as establishing a higher duty or standard of care for purposes of any third-party civil claims against the City and/or its employees. A violation of this policy by an employee only provides a basis for corrective and/or disciplinary action against the employee by the City of Griffin.

This policy does not cover the additional guidelines, restrictions, or limitations of employee use of City of Griffin owned and/or operated social media accounts which are regulated through internal operations policies and procedures. However, an employee's violation of this policy related to social media activities on a City of Griffin owned and/or operated social media account shall be subject to corrective action and/or discipline.

ARTICLE 21.

EMPLOYEE RECOGNITION

Section 21.1 **Scope and Purpose**. The Employee Recognition program has been established to recognize those City employees who have performed or provided a notable act, exemplary achievement, or exceptional service for the City of Griffin. The City Manager, or his or her designee, shall be responsible for program administration. Department Director and supervisor participation in the program is critical to the success of the program.

Section 21.2 **Strongest Link in the Chain.** The government of the City of Griffin is the chain that links customers to the service we provide. Each employee is a link in that chain, and each employee has the power to strengthen or weaken that link. Consequently, we are only as strong as our weakest link. By working together and providing the greatest service to our citizens, we will strengthen and reinforce our chain.

To reinforce this concept each and every day, an employee shall receive a customized token which is representative of the importance of each person's role within our organization. It should serve as a daily reminder of our commitment to providing the best service to ourselves and the citizens in our community. It is the expectation that each employee will carry his or her token with them at all times. Periodically and at random, a Department Director or even the City Manager may ask an employee to show his or her token. If the employee is in possession of it, he or she will have the opportunity for a "free" lunch or other recognition from him or her.

In further continuance of this commitment, a ***Strongest Link in the Chain*** award will be awarded to an employee on a monthly and annual basis. The purpose of the ***Strongest Link in the Chain*** award is to:

- Recognize outstanding employees who embody the City's standards for excellence and strengthen our link in the chain philosophy;
- Reward employees who show exemplary individual achievement, contribution, and performance in their jobs and other related duties beyond their own positions;
- Acknowledge those whose efforts have inspired and supported the performance and achievement of others;
- Provide awards for employees by a means that is fair, with equal consideration of all eligible staff;
- Provide recognition of a staff member who demonstrates:

    - A positive attitude toward work responsibilities, co-workers, and customers, and serves as a role model for others;
    - Commitment to quantity and quality in carrying out job responsibilities, thereby being an asset to the City of Griffin;
    - A willingness to exercise leadership, demonstrate initiative, and accept and carry out additional responsibilities beyond regular job assignments for the good of the City as a whole.

There will be one monthly award recipient and one annual award recipient.

The Human Resources Director has the responsibility for overseeing the nomination, selection, award, and recognition process for the ***Strongest Link in the Chain*** awards.

The Selection Committee has the responsibility for reviewing all nominations, electing each monthly award recipient, and the annual Link in the Chain recipient. The Selection Committee is made up of Department Directors and Assistant City Managers. The City Manager will always place a vote for the annual recipient but will only place a vote for the monthly recipient in the event of a tie vote.

Nominations may be made by any employee of the City of Griffin by thoroughly completing the ***Strongest Link in the Chain*** nomination form which is always on the City's intranet. Although not sought out, if a citizen wishes to submit a nomination, it will be considered. A candidate for the award must be an individual, not a department, division or other functional unit or group of people. Upon receipt by the Human Resources Director, the form will be sent to the nominee's Department Director for approval to move forward with the submission. The employee who nominates the monthly winner will receive a $15 gift certificate to the restaurant of his or her choice. The employee who nominates the annual winner will receive a $30 gift certificate to the restaurant of his or her choice.

A candidate for the ***Strongest Link in the Chain*** monthly award must meet the following criteria:

- Actively employed in a probationary or regular full-time status;
- Not have received the award in the previous twelve (12) month period;
- Not have any current disciplinary actions or such actions within the previous twelve (12) month period;
- Embodies the City's standards for excellence and strengthens our link in the chain philosophy;
- Has a positive attitude toward work responsibilities, co-workers & customers and serves as a role model for others;
- Is productive, exhibits commitment to quality in carrying out job responsibilities, and is an asset to the staff of her/his department;
- Is willing to take initiative and accepts and carries out additional responsibilities beyond regular job assignments; and
- Is consistently dependable and punctual in reporting for duty, completing assignments on time and participating in additional responsibilities.

Nominations should be submitted to the Human Resources Director by the due date indicated each month. The deadline date may vary somewhat but will be communicated via email to all employees in order to be considered for that month's award. The decision shall be made by the Selection Committee in time for inclusion in the Board of Commissioners first meeting of the month.

Nominees who do not receive the award for the month in which they have been nominated may be nominated again in subsequent months.

Nominations for the Annual ***Strongest Link in the Chain*** shall possess the same qualities as listed for the monthly ***Strongest Link in the Chain*** award; however, the entire annual period shall be taken into account. Nominations must be received by the Human Resources Director by the date indicated and communicated via email to all employees. The decision shall be made by the Selection Committee in time for inclusion in the Board of Commissioner's second meeting in January, unless extenuating circumstances exist.

The monthly ***Strongest Link in the Chain*** award recipient will receive the following:

- Recognition at a meeting of the Board of Commissioners;
- A large "Strongest Link" Chain, to be kept by the recipient for the month and then passed on to the next ***Strongest Link in the Chain*** recipient;
- A personalized "***Strongest Link in the Chain***" plaque and chain;
- Inclusion on an engraved plaque to be prominently displayed on the Wall of Excellence;
- A $30 gift certificate to a restaurant of his or her choice;
- One of the following added to his or her vacation leave balance: 8 hours if an exempt employee or non-exempt non-Public Safety employee, 12 hours if a non-exempt Law Enforcement employee, or 24 hours if a non-exempt Fire Suppression employee; and
- Recognition on the City's intranet and through social media.

The annual ***Strongest Link in the Chain*** award recipient will receive the following:

- Recognition at a meeting of the Board of Commissioners;
- A personalized "***Strongest Link in the Chain***" plaque and chain;
- Inclusion on an engraved plaque to be prominently displayed on the Wall of Excellence outside of the City Manager's office;
- $100 gift card to a store or restaurant of his or her choice;
- One of the following added to his or her vacation leave balance: 16 hours if an exempt employee or non-exempt non-Public Safety employee, 24 hours if a non-exempt Law Enforcement employee, or 48 hours if a non-exempt Fire Suppression employee; and
- Recognition on the City's intranet and through social media.

Section 21.3 <u>Quarterly Connector Award</u>. In an effort to recognize amazing teamwork, as a part of the Strongest Link in the Chain program, we have the Quarterly Connector Award. Links are individual and form a chain. To connect a chain, one needs a connector. A connector isn't a link; it is the binding agent that connects the chain and makes it strong so it can with-hold most anything. In the spirit of the meaning behind the Strongest Link

in the Chain program, the connector is a group, it is teamwork, that of more than two employees. It could be a department as a whole; it could be a particular shift. The possibilities are numerous.

This award goes through a nomination process with the same underlying criteria as the Strongest Link in the Chain.

The winner will be comprised by a total of three votes. The votes will be the consensus of the Griffin Employee Advocacy Team, Management Services Department, and the City Manager.

Nominations are sought quarterly, and the winners are announced soon after. Given the randomness of how many employees this can entail as a quarterly winner, the reward each quarter for the recipients (and the nominator) will vary. It could be lunch for the group, it could be some hours off, it could be a random gift for all. We know great things happen every day that involve teamwork and we are proud to recognize those.

Section 21.4 **Departmental Awards**. When an employee's performance exceeds normal job standards or demonstrates an above-average performance or service while performing assigned and/or special duties, the Department Director may use this opportunity to reinforce and reward such performance. This will vary by Department but may include commendations such as:

Letter of Appreciation. A letter of appreciation may be written to an employee by their Department Director. A copy of this letter will be forwarded to the Human Resources Department for inclusion in the employee's personnel file and will be copied to the Board of Commissioners and the City Manager.

Department Employee of the Month. A department may present a monthly reward to an employee. The employee may be recommended by peers, subordinates, or his or her Supervisor. Selection will be made by the Department Director. The employee will be selected on merits of outstanding job performance, productivity, initiative, and other noteworthy contributions to the department and the City of Griffin.

Department Employee of the Year. A department may present an annual reward to an employee. The employee may be recommended by peers, subordinates, or his or her Supervisor. Selection will be made by the Department Director. The employee will be selected on merits of outstanding job performance, productivity, initiative, and other noteworthy contributions to the department and the City of Griffin.

Departmental Awards shall not conflict with Strongest Link in the Chain awards or the Performance Evaluation.

Section 21.5 **Service Awards**. The City of Griffin recognizes and shows appreciation for long-term full-time employment in various forms of Service Awards. Employees will be recognized for the completion of 5, 10,15 20, 25, 30, 35 and 40 years of service. These service milestones will be recognized by presentation, and in a manner determined by the Human Resources Director with City Manager final approval.

Section 21.6 **Retirement Recognition.** It is the intent to recognize those employees who have faithfully and on a long-term basis, served the City. Retirement recognition is generally the responsibility of the respective department and as such, may vary. At the request of the City Manager, the Board of Commissioners may issue a Certificate of Commendation to an employee, and/or present a special award or gift to the retiring employee.

Section 21.7 **Distinguished Service Citation for Valor.** This may be awarded by the Board of Commissioners or the City Manager to an employee who performs an act of heroism in the face of personal injury or danger.

Section 21.8 **Customer Service Award.** All employees provide a service to the community. In an effort to provide the best possible service, employees may be recognized for their efforts in providing and improving the services provided. In the spirit of excellence, the City Manager or his or her designee, may at any time, and in an appropriate manner, recognize an individual employee, groups of employees, divisions or departments for the accomplishment(s) of excellent customer service.

ARTICLE 22.

IMPLEMENTATION OF POLICY

Immediately upon adoption by the Board of Commissioners of this Policy, Department Directors shall be responsible for providing their respective employees a copy of it. The effective date of this Personnel Policy shall be on January 1, 2026. This Personnel Policy supersedes and replaces all former versions. All employees shall be required to sign an Acknowledgement form that will be placed in their official personnel file located in the Human Resources Department. For new hires, it is the responsibility of the Human Resources Department to provide a copy of the policy to the employee and ensure that the Acknowledgement form is completed and maintained in the employee's personnel file.

ACKNOWLEDGEMENT FORM

This is to certify that I have received a copy of the Personnel Policy manual approved by the Board of Commissioners on the date of , to be effective on January 1, 2026. I understand that I am responsible for reading and understanding the information contained in the Personnel Policy. It is also my responsibility to abide by the policies, rules and regulations contained in the Personnel Policy, and I am aware of the consequences if I do not. The Personnel Policy does not constitute a contract or promise of continued employment between the City and any employee. It is merely a statement of policy, which may be amended, supplemented, modified, or repealed at the discretion of the Board of Commissioners at any time.

Printed Name_____Department_____

Signed_____Date_____

AGENDA ITEM SUMMARY

ITEM SUMMARY:

Consider, on first reading, amendments to the Environmental Council ordinance, Code of Griffin, Chapter 42, *Environment*, Section 42-3, *Environmental Council; Organization*. *City Manager, Jessica O'Connor, will address.*

SPECIAL CONSIDERATIONS OR CONCERNS:

As discussed during the October Commission workshop, the Environmental Council has struggled to find relevance and purpose over the last several years. This text amendment revises the staff liaison to the Council to the City Manager, which should allow for more connections between City initiatives, projects, and operations with the Council.

STAFF RECOMMENDATION:

Staff recommends approval.

FINANCIAL IMPACT:

N/A

Submitted By:
Jessica O'Connor

Meeting Date:
09/12/2025

Reviewed By:
Jessica O'Connor

ATTACHMENTS:
Redlined Section 42-3.pdf

Sec. 42-3. Environmental council; organization.

(a) The council shall consist of nine members, including one commissioner, appointed by the board of commissioners. Appointees shall be 18 years of age or greater, a resident of Spalding County, and persons who have demonstrated a knowledge of or strong interest in environmental protection. Initial appointments to the council shall be three members to serve a one-year term, three members to serve a two-year term, and one member to serve a three-year term. Thereafter, each member shall serve a three-year term, with the exception of the commissioner member who shall serve a one-year term. Members may be reappointed to succeed themselves.

(b) The council shall elect one member, excluding the commissioner member, to serve as chair and one member to serve as vice-chair; the council may also create and fill such committees as it may deem necessary, and appoint the committee chair. The term of the chair and vice chair shall be one year, with eligibility for re-election to succeeding terms. ~~Director of stormwater~~The City Manager, or his or her designee, shall serve as secretary.

(c) The environmental council shall establish and post a regular monthly meeting schedule to be conducted in accordance with the Georgia Open Meetings Law. Called meetings may occur more frequently, if noticed in the manner provided by law. All council meetings shall be open to the public, and reasonable notice of the time, place, and location of meetings, together with an agenda of intended business and action items, thereof shall be noticed in accordance with City of Griffin policies and state law. The secretary shall keep minutes of all meetings, in accordance with Georgia Open Meetings Law. A quorum of the council shall consist of a majority of its members. The vote of a simple majority of a quorum shall be necessary to take any official council action.

(d) Any member of the council who misses either (i) three consecutive meetings or (ii) four meetings within a calendar year shall be replaced by the board of commissioners. Absence due to sickness, death of a family member or close friend, or other emergencies of like nature may be recognized as excused absences and shall not affect the member's status on the council. Members shall attend a minimum of one environmental council special event annually and any member who fails to do so shall be replaced by the board of commissioners.

(e) A public comment period shall be allowed at each meeting to allow citizens the opportunity to be heard regarding environmental issues and concerns. The method, timing and duration of such public comment period shall be determined by the council, but the standards and procedures shall be consistent across all meetings. The council may conduct its business once the public comment period is closed.

(Ord. No. 13-07, § 1, 5-28-2013; Ord. No. 21-03, § 1, 3-23-2021; Ord. No. 24-02, § 1, 5-14-2024)

AGENDA ITEM SUMMARY

ITEM SUMMARY:

Consider a resolution adopting revisions to certain City of Griffin organizational charts and the corresponding pay scale. *City Manager, Jessica O'Connor, will address.*

SPECIAL CONSIDERATIONS OR CONCERNS:

Changes are needed to reflect updates to the overall reporting structure of certain departments with the addition of two Assistant City Managers, as well as changes to the Police Department, the Public Works Department, the Telecommunications Department, the Planning & Development Department, the Human Resources Department, the Electric Department, and the newly created Customer Service Department and Communications and Community Engagement Department, which changes the reporting structure in the Economic Development Department.

STAFF RECOMMENDATION:

Staff recommends approval.

FINANCIAL IMPACT:

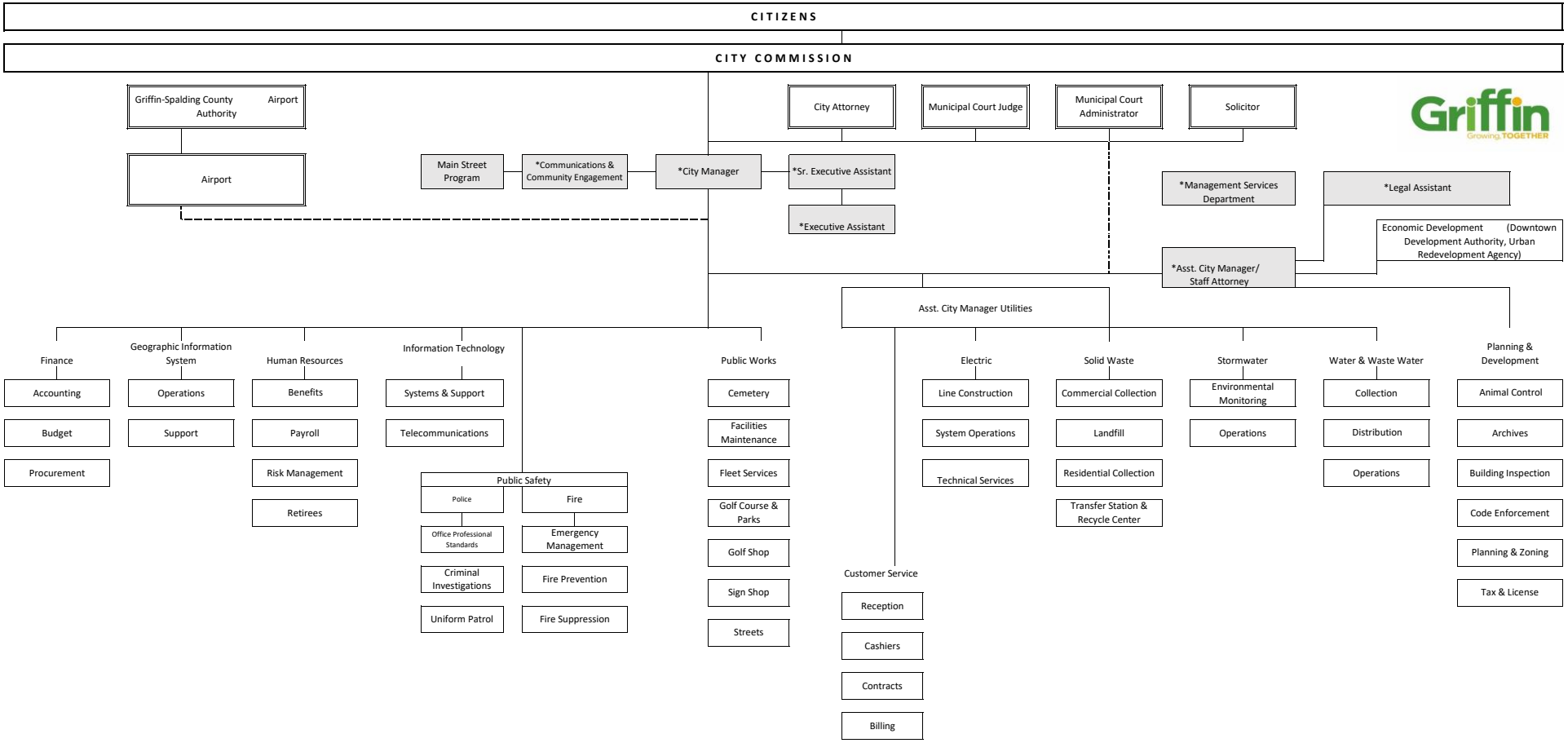
The financial impacts vary amongst departments and are included on the pay scale attached.

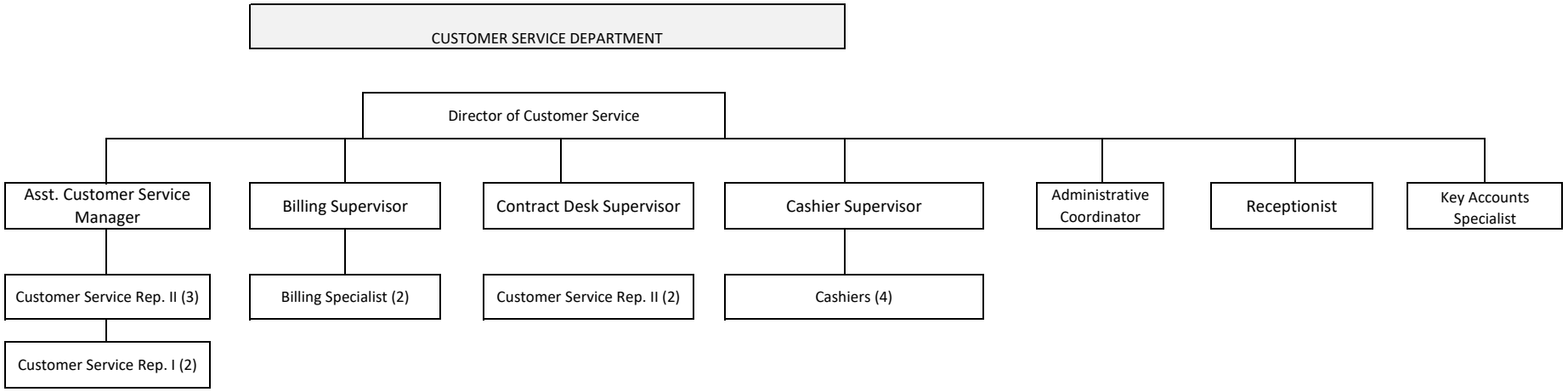
Submitted By:
Jessica O'Connor

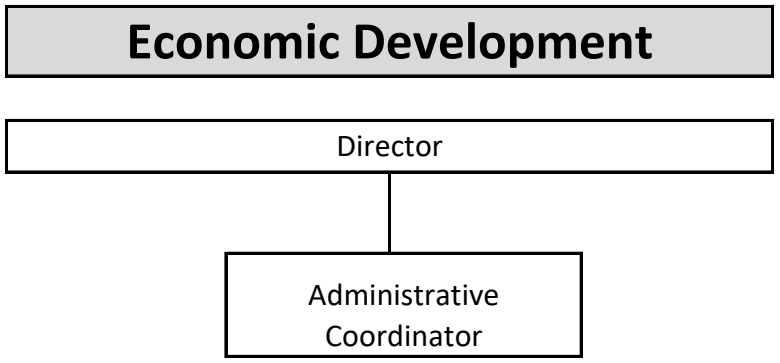
Meeting Date:
09/12/2025

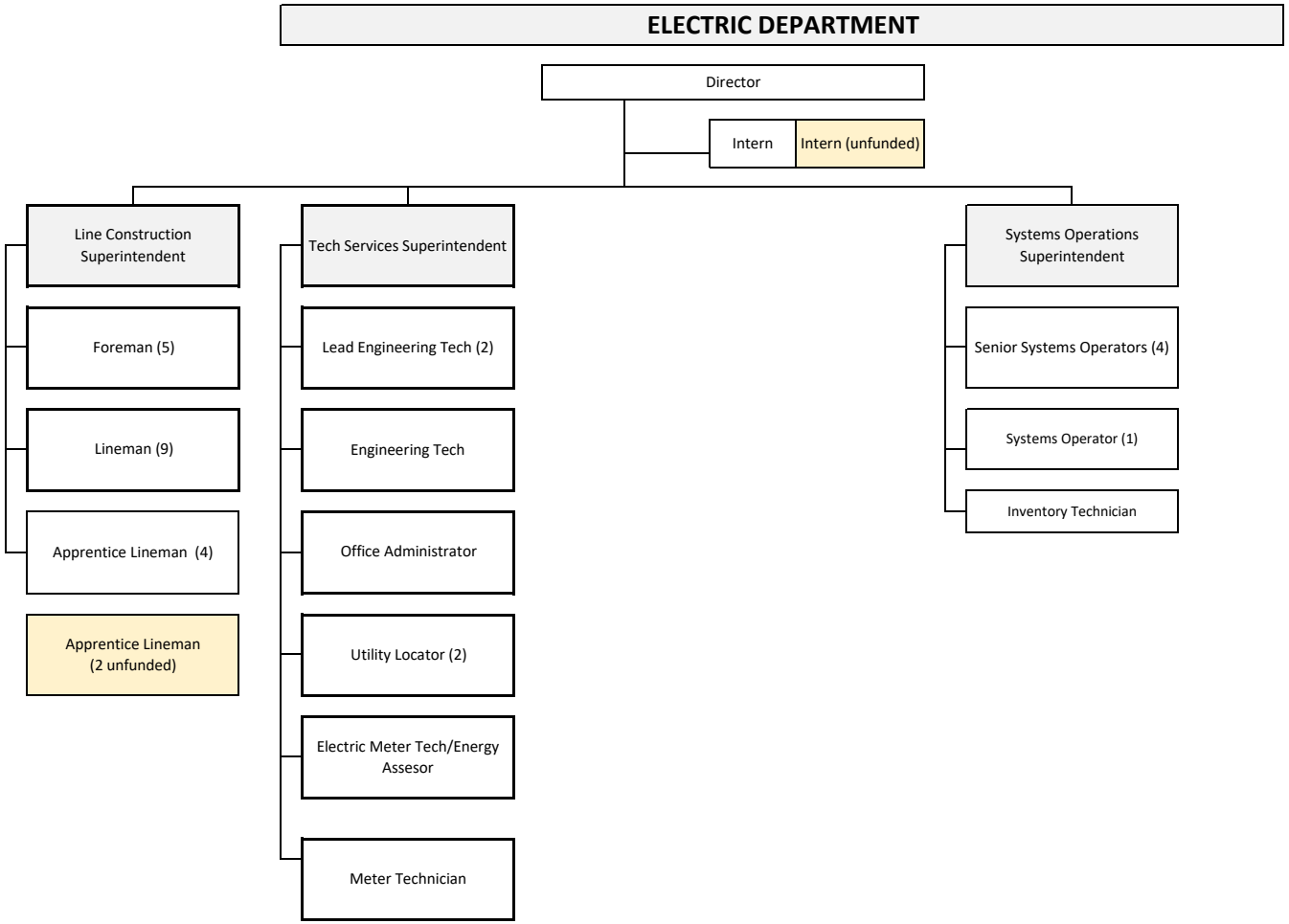
Reviewed By:
Jessica O'Connor

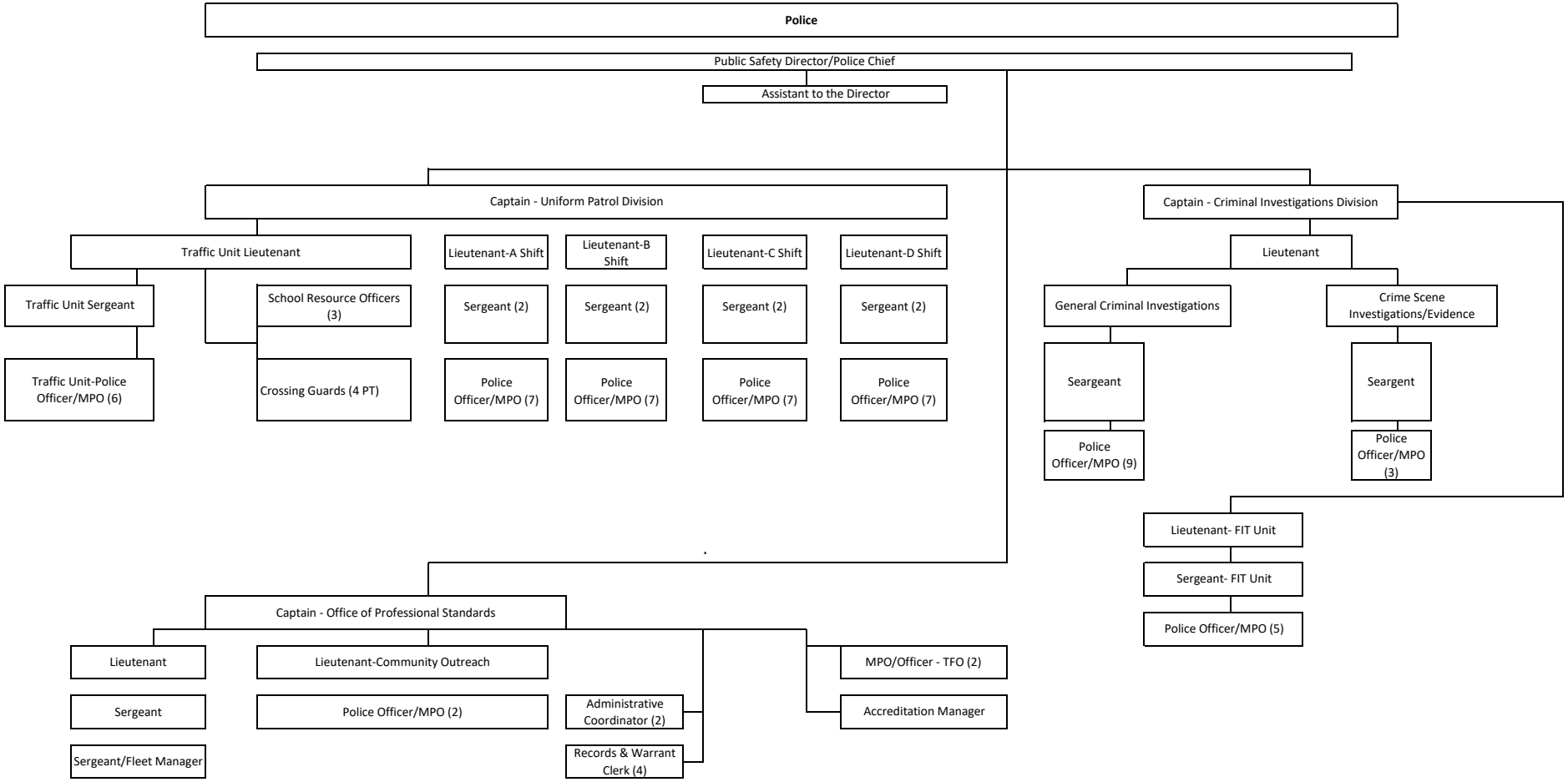
ATTACHMENTS:
FINAL Citywide Org Chart.pdf
FINAL Customer Service Org Chart.pdf
FINAL Econ Dev Org Chart.pdf
FINAL Electric Org Chart.pdf
FINAL GPD Org Chart.pdf
FINAL HR Org Chart.pdf
FINAL IT Telecom Org Chart.pdf
FINAL Planning Org Chart.pdf
FINAL Public Works Org Chart.pdf
FINAL Payscale for FY26 as of 12.03.2025.pdf
RES to Adopt Org Chart 12.03.2025.pdf


CITIZENS
CITY COMMISSION
Griffin-Spalding County Airport Authority
Airport
Airport
Main Street Program
*Communications & Community Engagement
*City Manager
City Attorney
Municipal Court Judge
Municipal Court Administrator
Solicitor
*Sr. Executive Assistant
*Executive Assistant
*Management Services Department
*Legal Assistant
Economic Development (Downtown Development Authority, Urban Redevelopment Agency)
*Asst. City Manager/ Staff Attorney
Asst. City Manager Utilities
Finance
Accounting
Budget
Procurement
Geographic Information System
Operations
Support
Human Resources
Benefits
Payroll
Risk Management
Retirees
Information Technology
Systems & Support
Telecommunications
Public Safety
Police
Office Professional Standards
Criminal Investigations
Uniform Patrol
Fire
Emergency Management
Fire Prevention
Fire Suppression
Public Works
Cemetery
Facilities Maintenance
Fleet Services
Golf Course & Parks
Golf Shop
Sign Shop
Streets
Customer Service
Reception
Cashiers
Contracts
Billing
Electric
Line Construction
System Operations
Technical Services
Solid Waste
Commercial Collection
Landfill
Residential Collection
Transfer Station & Recycle Center
Stormwater
Environmental Monitoring
Operations
Water & Waste Water
Collection
Distribution
Operations
Planning & Development
Animal Control
Archives
Building Inspection
Code Enforcement
Planning & Zoning
Tax & License

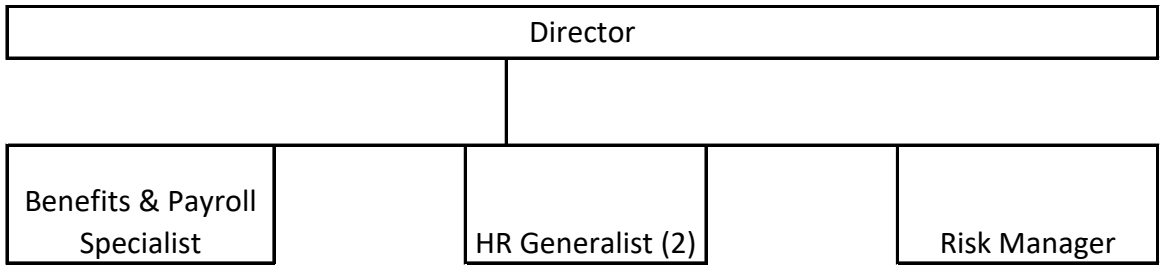

CUSTOMER SERVICE DEPARTMENT
Director of Customer Service
Asst. Customer Service Manager
Billing Supervisor
Contract Desk Supervisor
Cashier Supervisor
Administrative Coordinator
Receptionist
Key Accounts Specialist
Customer Service Rep. II (3)
Billing Specialist (2)
Customer Service Rep. II (2)
Cashiers (4)
Customer Service Rep. I (2)


Economic Development
Director
Administrative Coordinator

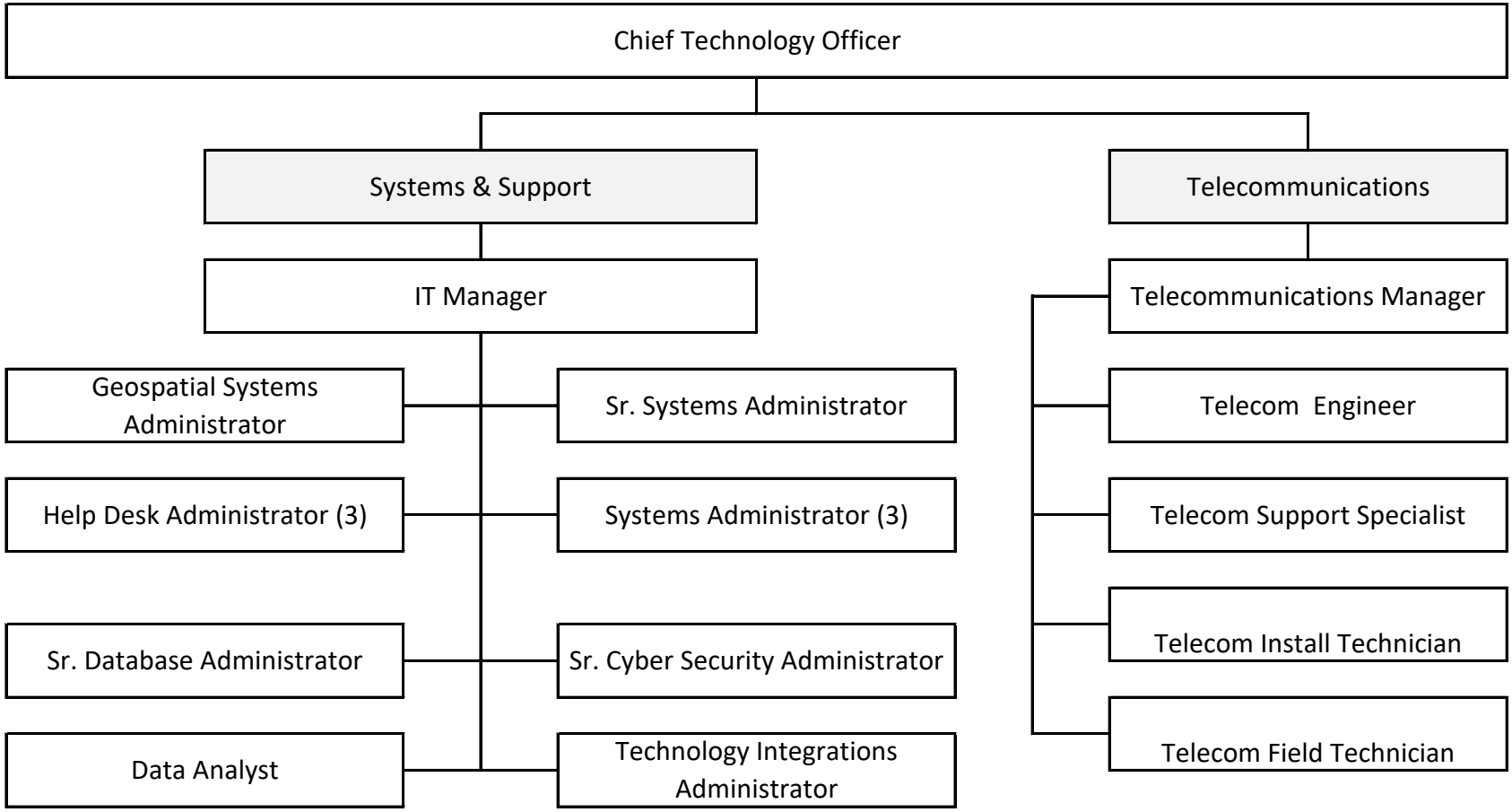

ELECTRIC DEPARTMENT
Director
Intern
Intern (unfunded)
Line Construction Superintendent
Foreman (5)
Lineman (9)
Apprentice Lineman (4)
Apprentice Lineman (2 unfunded)
Tech Services Superintendent
Lead Engineering Tech (2)
Engineering Tech
Office Administrator
Utility Locator (2)
Electric Meter Tech/Energy Assesor
Meter Technician
Systems Operations Superintendent
Senior Systems Operators (4)
Systems Operator (1)
Inventory Technician


Police
Public Safety Director/Police Chief
Assistant to the Director
Captain - Uniform Patrol Division
Traffic Unit Lieutenant
Traffic Unit Sergeant
Traffic Unit-Police Officer/MPO (6)
School Resource Officers (3)
Crossing Guards (4 PT)
Lieutenant-A Shift
Sergeant (2)
Police Officer/MPO (7)
Lieutenant-B Shift
Sergeant (2)
Police Officer/MPO (7)
Lieutenant-C Shift
Sergeant (2)
Police Officer/MPO (7)
Lieutenant-D Shift
Sergeant (2)
Police Officer/MPO (7)
Captain - Criminal Investigations Division
Lieutenant
General Criminal Investigations
Seargeant
Police Officer/MPO (9)
Crime Scene Investigations/Evidence
Seargent
Police Officer/MPO (3)
Lieutenant- FIT Unit
Sergeant- FIT Unit
Police Officer/MPO (5)
Captain - Office of Professional Standards
Lieutenant
Sergeant
Sergeant/Fleet Manager
Lieutenant-Community Outreach
Police Officer/MPO (2)
Administrative Coordinator (2)
Records & Warrant Clerk (4)
MPO/Officer - TFO (2)
Accreditation Manager

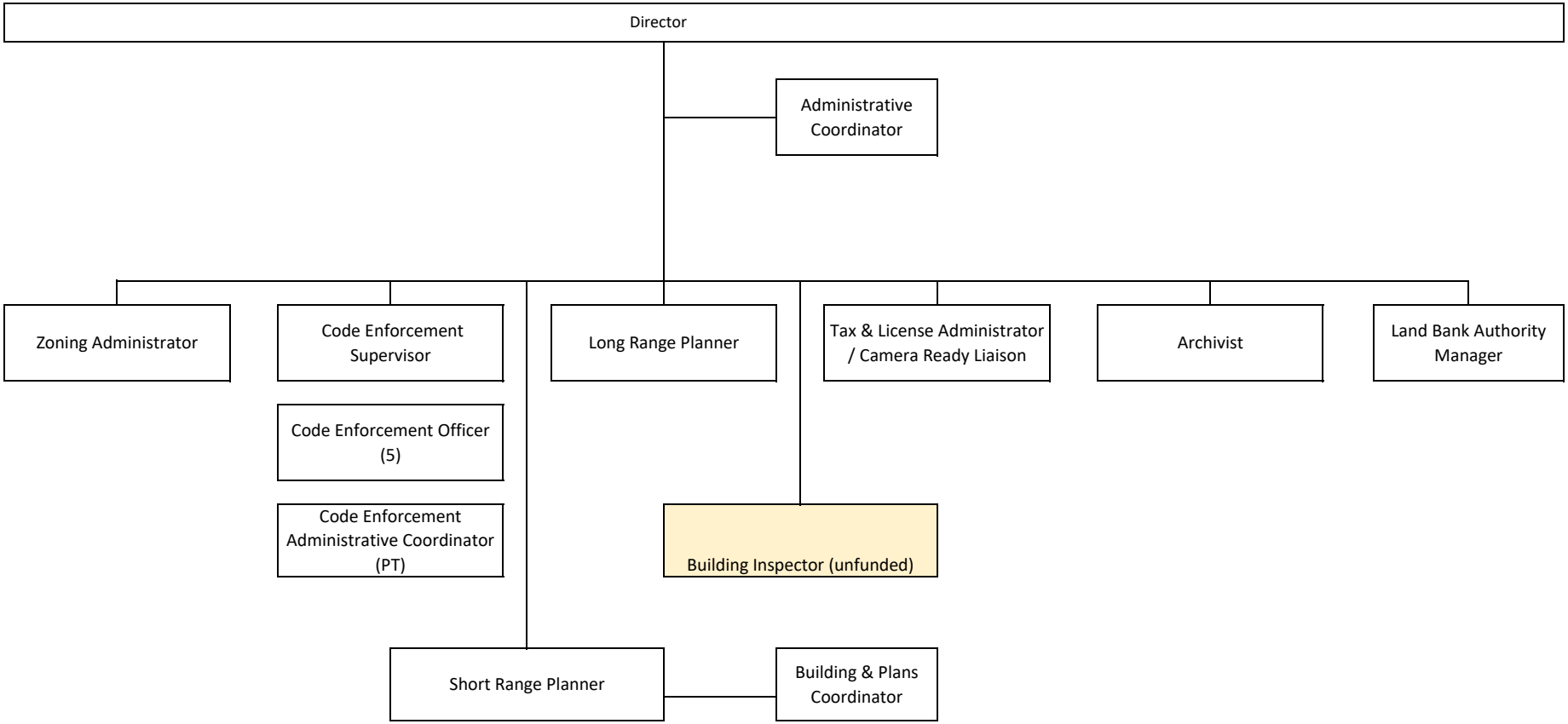
Human Resources Department



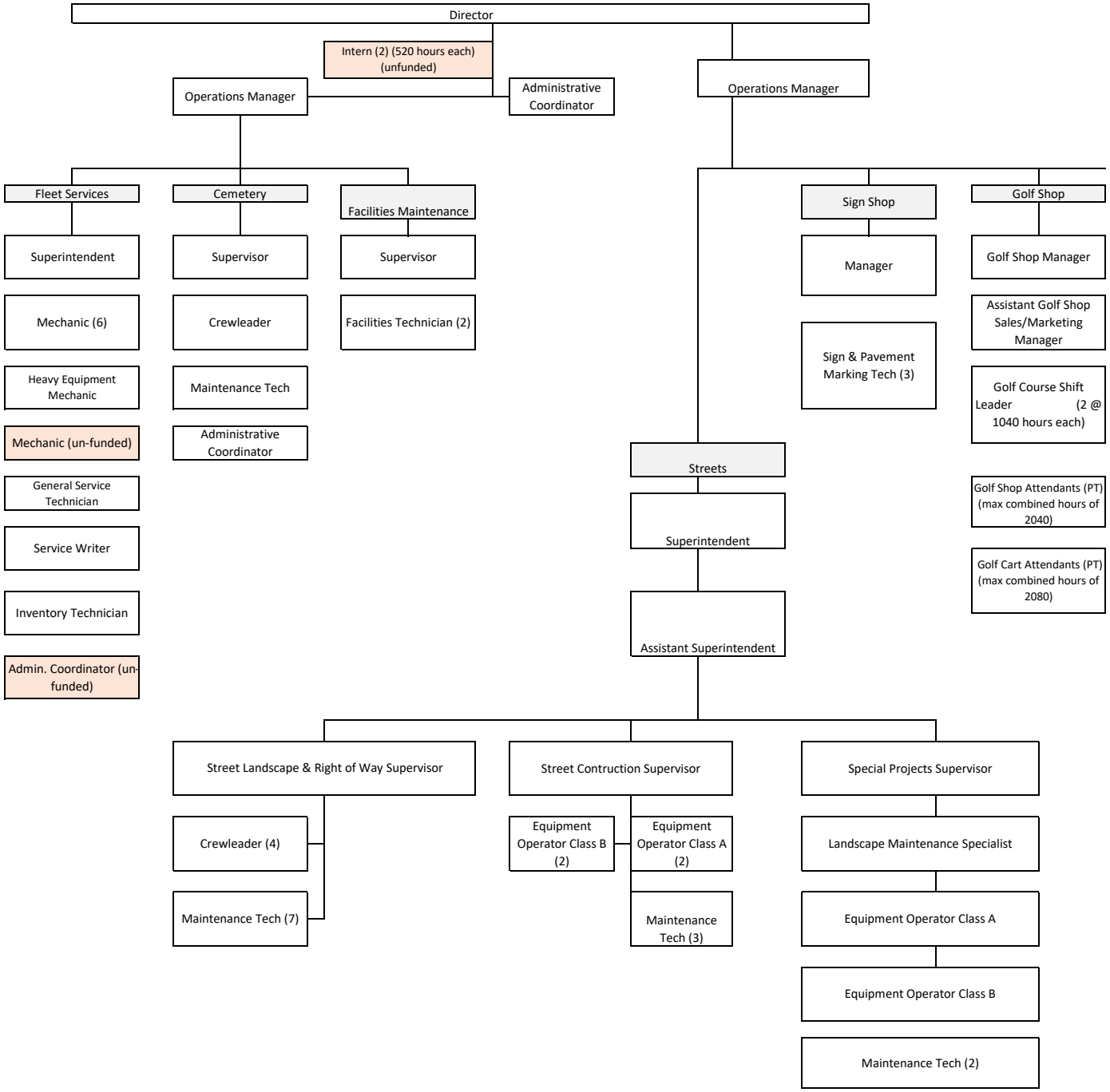
Information Technology



Planning & Development



Public Works



City of Griffin General Pay Plan *fy26 updated 11.24.25*

*** indicates Exempt position (Grade will have an "S" after it in Paychex) PW= Public Works SW= Stormwater W/WW= WaterWastewater**

Part-Time	*Department*	*Per Hour Rate*
Grade PT01		**$ 16.00**
Apprentice/Intern/Laborer	All departments	
Clubhouse Attendant, Cart Attendant	Public Works	
Groundskeeper	Public Works	
School Crossing Guard	UPD	
Grade PT02		**$ 20.00**
Administrative Coordinator	All departments	
Bailiff	Court	
Golf Course Shift Leader	Public Works	
Grade PT03		**$ 22.00**
Equipment Operator, Class A	Solid Waste	
Grade PT04		**$ 48.00**
Assistant to the Chief of Police	Police	

Full-Time	*Department*	*Per Hour Rate*	*Maximum Per Hour*	*Annual Minimum*	*Annual Maximum*
Grade GS-04		**$ 15.00**	**$ 24.75**	**$ 31,200.00**	**$ 51,480.00**
Cashier	Customer Service				
Receptionist	Customer Service				
Records & Warrant Clerk	Police				
W/WW Operator in Training	W/WW				
Grade GS-05		**$ 15.75**	**$ 25.99**	**$ 32,760.00**	**$ 54,059.20**
Customer Service Representative I	Customer Service				
Recycling Center Attendant	Solid Waste				
Refuse Collector	Solid Waste				
Grade GS-06		**$ 16.54**	**$ 27.29**	**$ 34,403.20**	**$ 56,763.20**
Customer Service Representative II	Customer Service				
Facilities Technician	PW				
Landscape Technician	PW, W/WW				
Maintenance Technician	PW, SW, W/WW				
Service Worker	W/WW				
Grade GS-07		**$ 17.36**	**$ 28.65**	**$ 36,108.80**	**$ 59,592.00**
Billing Specialist	Customer Service				
Scale Attendant	Landfill, Transfer Station				
Stormwater Camera Operator	Stormwater				
Grade GS-08		**$ 18.23**	**$ 30.08**	**$ 37,918.40**	**$ 62,566.40**
Account Specialist	Airport				
Accountant I	Finance				
Administrative Coordinator	All departments				
Billing/Cashier/Contract Desk Supervisor	Customer Service				
Building & Plans Coordinator	Planning & Development				
Crewleader	PW, SW, W/WW				
General Service Technician	PW				
Heavy Equipment Operator	PW, SW				
Inventory Technician	Electric, PW, W/WW				
Leak Detection Technician	W/WW				
Meter Technician	Electric , W/WW				
Utility Locator	Electric				
Utility Services Liaison	W/WW				
Grade GS-09		**$ 19.14**	**$ 31.59**	**$ 39,811.20**	**$ 65,707.20**
Apprentice Lineman	Electric				
Equipment Operator, Class B	PW, SW, Solid Waste, W/WW				
Landfill Operator	Solid Waste				
Non-certified Police Officer	Police				
Systems Operator	Electric				
Telecom Field Technician	Telecom				
Grade GS-10		**$ 20.10**	**$ 33.17**	**$ 41,808.00**	**$ 68,993.60**
Accountant II	Finance				
Apprentice Lineman II	Electric				
Backflow Coordinator	W/WW				
Deputy Clerk Court	Court				
Equipment Operator, Class A	PW, SW, Solid Waste, W/WW				
Golf Course Shift Leader	PW				
Landfill Operator, Specilaized	Solid Waste				
Operations Manager	Airport				
Sewer Camera Operator	W/WW				
W/WW Operator III	W/WW				

Full-Time	Department	Per Hour Rate	Maximum Per Hour	Annual Minimum	Annual Maximum
* indicates Exempt position (Grade will have an "S" after it in Paychex) PW= Public Works SW= Stormwater W/WW= WaterWastewater					
Grade GS-11		$ 21.11	$ 34.83	$ 43,908.80	$ 72,446.40
Apprentice Lineman III	Electric				
Electric Meter Tech/Energy Auditor	Electric				
Environmental Tech	Stormwater				
Key Accounts Specialist	Electric				
Landscape Maintenance Specialist	PW				
Office Administrator	Electric, Solid Waste, WWW				
Procurement Coordinator	Finance				
Sign & Pavement Marking Technician	PW				
Grade GS-12		$ 22.16	$ 36.57	$ 46,092.80	$ 76,065.60
*Archivist	Planning & Development				
Apprentice Lineman IV	Electric				
Code Enforcement Officer	Planning & Development				
Laboratory Analyst	W/WW				
Mechanic I	PW				
Sr. Systems Operator	Electric				
Service Writer	Public Works/Motor Pool				
Grade GS-13		$ 23.27	$ 38.40	$ 48,401.60	$ 79,872.00
*Accountant III	Finance				
Accredidation Manager	Police				
Apprentice Lineman V	Electric				
*Asst. Customer Service Manager	Customer Service				
Benefits & Payroll Specialist	Human Resources				
Environmental Compliance Officer	W/WW				
GIS Field Tech	GIS				
Human Resources Generalist	Human Resources				
Mechanic II	Public Works				
Short Range Planner	Planning & Development				
Sign Shop Manager	Public Works				
Telecom Install Technician	Telecom				
W/WW Operator II	W/WW				
Zoning Administrator (re-class)	Planning & Development				
Grade GS-14		$ 24.50	$ 40.43	$ 50,960.00	$ 84,094.40
Apprentice Lineman VI	Electric				
Construction and/or Maintenance Supervisor	W/WW, Stormwater				
Executive Assistant	Mgmt. Services				
Mechanic III	Public Works				
Mechanic, Heavy Equipment	Public Works/Motor Pool				
Special Projects Supervisor	Public Works				
Street Construction Supervisor	Public Works				
Street Landscape & ROW Supervisor	Public Works				
Supervisor	Solid Waste				
*Watershed Protection Specialist	Stormwater				
Grade GS-15		$ 25.73	$ 42.45	$ 53,518.40	$ 88,296.00
Apprentice Lineman VII	Electric				
Master Mechanic	Public Works				
*Senior Executive Assistant	Management Services				
Grade GS-16		$ 26.94	$ 44.45	$ 56,035.20	$ 92,456.00
*Accountant IV	Finance				
Assistant Superintendent	PW				
*CAD/GIS Technician	GIS				
Code Enforcement Supervisor	Planning & Development				
*Help Desk Administrator	I.T.				
*Long Range Planner	Planning & Development				
*Municipal Court Clerk/Court Administrator	Court				
Grade GS-17		$ 28.28	$ 46.67	$ 58,822.40	$ 97,073.60
Apprentice Lineman VIII	Electric				
*Assistant Golf Shop Sales & Marketing Manager	PW				
*Cemetery Supervisor	Public Works				
*Facilities Maintenance Supervisor	Public Works				
*Laboratory Manager	W/WW				
*Land Bank Authority Manager	Planning & Dev.				
*Main Street Manager	Economic Development				
*Operations Manager	Stormwater				
*Tax & License Admin/Camera Ready Liaison	Planning & Development				
*Telecom Support Specialist	Telecom				
W/WW Operator I	W/WW				

Full-Time	Department	Per Hour Rate	Maximum Per Hour	Annual Minimum	Annual Maximum
* indicates Exempt position (Grade will have an "S" after it in Paychex) PW= Public Works SW= Stormwater W/WW= WaterWastewater					
Grade GS-18		$ 31.11	$ 51.34	$ 64,708.80	$ 106,787.20
*Budget Analyst	Finance				
*Communications and Public Relations Coordinator	Management Services				
*Customer Service Manager	Customer Service				
*Fleet Maintenance Superintendent	Public Works				
*Golf Shop Manager	Public Works				
*Meter Division Superintendent	W/WW				
*Operations Manager	Management Services				
*Risk Manager	Human Resources				
Solid Waste Collections Superintendent	Solid Waste				
*Sr. CAD/GIS Technician	GIS				
*Stormwater Superintendent	Stormwater				
Street Superintendent	Public Works				
Wastewater Collection Superintendent	W/WW				
Water Distribution Superintendent	W/WW				
W/WW Asst. Plant Superintendent	W/WW				
Grade GS-19		$ 32.67	$ 53.90	$ 67,953.60	$ 112,112.00
*Controller	Finance				
*Geospatial Systems Administrator	IT				
*Landfill Superintendent	Solid Waste				
*Systems Administrator	IT				
*Telecom Engineer	Telecom				
*W/WW Plant Superintendent	W/WW				
Grade GS-20		$ 34.30	$ 56.60	$ 71,344.00	$ 117,728.00
*Data Analyst	IT				
*Fire/EMS Training Coordinator	Fire				
*Fire Inspector	Fire				
*Sr. Cybersecurity Administrator	IT				
*Sr. Database Administrator	IT				
*Sr. Systems Administrator	IT				
*Technology Integrations Administrator	IT				
Grade GS-21		$ 35.16	$ 58.01	$ 73,132.80	$ 120,660.80
*Emergency Preparedness Coordinator	Fire				
*Fire Marshal	Fire				
Grade GS-22		$ 36.04	$ 59.46	$ 74,963.20	$ 123,676.80
Golf & Parks Superintendent	Public Works				
*Information Technology Manager	IT				
*Operations Manager	Public Works				
System Operations Superintendent	Electric				
*Telecommunications Manager	Telecom				
Grade GS-23		$ 38.74	$ 63.92	$ 80,579.20	$ 132,953.60
*Asst. Fire Chief	Fire				
*Asst. Police Chief	Office of the Chief				
*Deputy Director	Electric/WWW				
*Regional Airport Director	Airport				
Grade GS-24		$ 41.65	$ 68.72	$ 86,632.00	$ 142,937.60
Grade GS-25		$ 44.77	$ 73.87	$ 93,121.60	$ 153,649.60
*Chief Technology Officer	IT				
*Director of Finance	Finance				
*Director of Economic Development	Economic Development				
*Director of Electric	Electric				
*Director of GIS	GIS				
*Director of Human Resources	Human Resources				
*Director of Planning and Development	Planning & Development				
*Director of Public Works	Public Works				
*Director of Solid Waste	Solid Waste				
*Director of Stormwater	Stormwater				
*Director of Water & Wastewater	W/WW				
*Fire Chief	Fire				
*Police Chief	Office of the Chief				
*Staff Attorney	Mgmt. Services				
Grade GS-26		$ 48.13	$ 79.41	$ 100,110.40	$ 165,172.80
*Director of Public Safety/Police Chief					
Grade GS-27		$ 51.73	$ 85.36	$ 107,598.40	$ 177,548.80
Grade GS-28		$ 55.60	$ 91.76	$ 115,648.00	$ 190,860.80
Grade GS-29		$ 59.77	$ 98.64	$ 124,321.60	$ 205,171.20
Grade GS-30		$ 64.25	$ 106.04	$ 133,640.00	$ 220,563.20

Linecrew	Grade	Engineering Tech/Grade		Per Hour Minimum	Per Hour Maximum	Annual Minimum	Annual Maximum
Lineman, Class C	LC-CC	Engineering Tech 3	ET-03	$30.78	$ 52.33	$ 64,030.00	$ 108,851.00
Lineman, Class B	LC-CB	Engineering Tech 2	ET-O2	$32.82	$ 44.31	$ 68,273.21	$ 92,168.83
Lineman, Class A	LC-CA	Engineering Tech 1	ET-01	$35.88	$ 48.44	$ 74,638.02	$ 100,761.32
Lineman, Journey	LC-JY	Lead Engin. Tech	ET-LL	$40.98	$ 55.33	$ 85,246.04	$ 115,082.15
Foreman	LC-FM	n/a		$42.44	$ 57.30	$ 88,279.93	$ 119,177.91
Line Construction Superintendent	LC-SU	Tech Services Super.	ET-SU	$42.87	$ 57.88	$ 89,171.00	$ 120,380.86

Fire Suppression Pay Plan, 2904 annual hours	Grade	Per Hour Minimum	Per Hour Maximum	Annual Minimum	Annual Maximum
Fire Recruit	FD-FR	$ 16.18	$ 26.69	$ 46,986.72	$ 77,500.50
Firefighter	FD-01	$ 16.98	$ 28.02	$ 49,318.50	$ 81,375.53
Advanced Firefighter	FD-02	$ 17.83	$ 29.42	$ 51,784.43	$ 85,444.30
Master Firefighter	FD-03	$ 18.72	$ 30.89	$ 54,373.65	$ 89,716.52
Fire Lieutenant	FD-LT	$ 21.53	$ 35.53	$ 62,529.69	$ 103,173.99
Fire Captain	FD-FC	$ 24.76	$ 40.86	$ 71,909.15	$ 118,650.09
Battalion Chief	FD-BC	$ 27.24	$ 44.94	$ 79,100.06	$ 130,515.10

Sworn Law Enforcemen, 2184 annual hours	Grade	Per Hour Minimum	Per Hour Maximum	Annual Minimum	Annual Maximum
Police Officer	PD-PO	$ 28.16	$ 46.46	$ 61,500.00	$ 101,475.00
Master Police Officer	PD-MP	$ 29.57	$ 48.79	$ 64,575.00	$ 106,548.75
Police Sergeant	PD-SG	$ 32.60	$ 53.79	$ 71,193.94	$ 117,470.00
Police Lieutenant	PD-LT	$ 34.23	$ 56.48	$ 74,753.63	$ 123,343.50
*Police Captain (2080 annual hours)	PD-CT	$ 37.74	$ 62.26	$ 78,491.32	$ 129,510.67

A RESOLUTION

A RESOLUTION OF THE BOARD OF COMMISSIONERS OF THE CITY OF GRIFFIN, GEORGIA, AMENDING THE ORGANIZATIONAL CHART FOR THE CITY OF GRIFFIN TO REFLECT THE AMENDED ORGANIZATIONAL CHART OF THE CITY, AS WELL AS THE CUSTOMER SERVICE DEPARTMENT, ECONOMIC DEVELOPMENT DEPARTMENT, ELECTRIC DEPARTMENT, HUMAN RESOURCES DEPARTMENT, INFORMATION TECHNOLOGY DEPARTMENT, PLANNING & DEVELOPMENT DEPARTMENT, POLICE DEPARTMENT, AND PUBLIC WORKS DEPARTMENT; AND FOR OTHER PURPOSES.

BE IT RESOLVED BY THE BOARD OF COMMISSIONERS OF THE CITY OF GRIFFIN, GEORGIA, that the organizational charts are amended to reflect the newly created positions, divisions, and reporting structures as reflected on each organizational chart associated therewith.

BE IT FURTHER RESOLVED BY THE BOARD OF COMMISSIONERS OF THE CITY OF GRIFFIN, GEORGIA, that the Citywide pay scale is hereby amended to reflect the newly created positions and to set salaries for those positions.

SO RESOLVED this 9th day of December 2025.

_____
Mayor Douglas S. Hollberg

ATTEST: (CITY SEAL)

_____
Jessica W. O'Connor, Secretary