AGENDA
Regular Scheduled Meeting
CITY OF GRIFFIN BOARD OF COMMISSIONERS
November 23, 2021
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. Present a proclamation celebrating Native American Heritage Month, November 2021. Members of the Citizen's Diversity and Inclusion Council will receive the proclamation.

CITIZEN COMMENTS

At this time, the Mayor opens the floor to comments from the audience. Comments should relate to a specific agenda item, not listed on the agenda for a Public Hearing, or to a concern within the jurisdiction of the City. Commission meetings serve the purpose of conducting city business and are not a forum for the unlimited expression of opinion. The Mayor reserves the right to limit comments to matters germane to city business and may refer speakers to the City Manager or other staff for resolution.

PUBLIC HEARINGS

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

CONSENT AGENDA

2. Consider the Griffin-Spalding County Hospital Authority grant allocations for the year 2022, requiring City and County approval. *City Manager, Jessica O'Connor will address.*

3. Consider declaring nine seized vehicles, a 2005 Acura TL, a 2003 Chevrolet Tahoe, a 2004 Ford F-150, a 2002 Hyundai Accent, a 2008 Chevrolet Impala, a 2008 BMW 750i, a 2001 Mercedes E430, a 2009 Chevrolet Impala, and a 2008 Ford Escape, as surplus for sale or as "trade-in's" for acquisition of additional undercover vehicles as needed. *Police Chief Michael Yates will address.*

4. Consider the purchase of one Bernhard Express Dual 3000MC reel grinder from Greenville Turf & Tractor, lowest quote, in the amount of $35,530.00. *Public Works Director, Chris Walker will address.*

REGULAR AGENDA

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

5. Consider minutes of the City of Griffin Board of Commissioners' Regular Meeting on November 9, 2021.

6. Consider a Work Order Form (WoF) from RTC Solutions, through a previously approved Master Services Agreement, to broker the transfer of 2,048 Public IP (Internet Protocol) addresses not to exceed $137,625.00. *Chief Technology Officer Gibb Cotton will address.*

7. Consider the purchase of a 2012 Mack CHU613 Tractor Trailer with 36,000 miles in the amount of $60,394.00 (price includes $12,194.00 for a four year extended warranty) from Arrow Truck Sales, sole source, authorize the Mayor and City Manager to execute any necessary documents to affect the purchase of same, authorize the transfer of $16,294.00 to Solid Waste Operating Account from Landfill Capital Surcharge Account and amend the budget accordingly. In addition, consider declaring as surplus Unit #962, a 2010 Freightliner with 729,510 miles. *Solid Waste Director, Todd Ennis, will address.*

8. Consider a Task Order Form for the design, bidding and construction management for the 2021 Community Development Block Grant (CDBG) to Paragon Consulting Group in the amount of $113,900.00 for the Watershed Management Department. *Director of Watershed Management, Brant D. Keller 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:

Present a proclamation celebrating Native American Heritage Month, November 2021. Members of the Citizen's Diversity and Inclusion Council will receive the proclamation.

SPECIAL CONSIDERATIONS OR CONCERNS:

This proclamation commemorates the contributions of Native Americans.

STAFF RECOMMENDATION:

N/A

FINANCIAL IMPACT:

N/A

Submitted By:
Susan Bartholomew

Meeting Date:
23/11/2021

Reviewed By:
Jessica O'Connor

ATTACHMENTS:
Native American Heritage Month 2021.pdf

Proclamation

Celebrating Native American Heritage Month 2021

WHEREAS: The City of Griffin is committed to creating an inclusive community that celebrates diversity and ensures all residents have equitable opportunities to lead healthy, peaceful, safe and sustainable lives; and

WHEREAS: During National Native American Heritage Month we celebrate the rich tapestry of indigenous peoples and honor their sacrifices, which we recognize as inextricably woven into the history of this country; and

WHEREAS: Native Americans are descendants of the original, indigenous inhabitants of what is now the United States; and

WHEREAS: Native Americans have moving stories of tragedy, triumph, and perseverance that need to be shared with future generations; and

WHEREAS: Native Americans have enriched our heritage and continue to add to all aspects of our society through their generosity of culture and the continued practice of teaching economic, environmental and cultural sustainability; and

WHEREAS: During the month of November, we honor our native peoples in this, their ancestral homes and recognize their continued contributions in strengthening the diversity of our society.

NOW THEREFORE
BE IT RESOLVED:

We, the City of Griffin Board of Commissioners does hereby proclaim November 2021 to be,

"NATIVE AMERICAN HERITAGE MONTH"

and urges all the citizens of the City of Griffin to take cognizance of this event and participate in its observance.

IN WITNESS THEREOF, I have hereunto set my hand and caused the Seal of the City of Griffin to be affixed this 23rd day of November in the year of our Lord two thousand and twenty-one.

_____
Douglas S. Hollberg, Mayor

_____
Jessica W. O'Connor, City Manager

AGENDA ITEM SUMMARY

ITEM SUMMARY:

Consider the Griffin-Spalding County Hospital Authority grant allocations for the year 2022, requiring City and County approval. *City Manager, Jessica O'Connor will address.*

SPECIAL CONSIDERATIONS OR CONCERNS:

In order for the Hospital Authority to grant the funds, both the City and County Commissions must give their approvals. The proposed funds are $22,000.00 to the Spalding County Board of Health for flu shots and $55,500.00 to the Spalding County Senior Nutrition Program for Meals on Wheels.

STAFF RECOMMENDATION:

Staff recommends approval.

FINANCIAL IMPACT:

N/A

Submitted By:
Susan Bartholomew

Meeting Date:
23/11/2021

Reviewed By:
Jessica O'Connor

ATTACHMENTS:
Hospital Authority Grant.pdf

Griffin-Spalding County Hospital Authority

Post Office Box 1592

Griffin, Georgia 30224

RECEIVED
NOV 15 2021
BY: SB

Bonnie L. Pfrogner - Chairman
Brian Upson – Vice-chairman
Cal Oxford – Treasurer
Karl Broder - Member
Eddie Grogan - Member
Katherine Lindgren – Member
Bernadette Murphy – Member
Kelly Smith - Member

November 10, 2021

Ms. Jessica O'Connor, Manager
City of Griffin
100 South Hill Street
Griffin, Georgia 30223

Dear Ms. O'Connor:

The Hospital Authority has allocated funds for the following projects for the year 2022:

Spalding County Board of Health (Flu Shots)	$22,000.00
Spalding County Senior Nutrition Program (Meals on Wheels)	$55,500.00

In order for the Hospital Authority to grant these funds the City Commission and the County Commission must give their approval.

I would appreciate you placing this on your next agenda for consideration.

If you have any questions or need further information please call me at (770) 229-5767.

Sincerely,

Yvonne M. Langford

Yvonne M. Langford

AGENDA ITEM SUMMARY

ITEM SUMMARY:

Consider declaring nine seized vehicles, a 2005 Acura TL, a 2003 Chevrolet Tahoe, a 2004 Ford F-150, a 2002 Hyundai Accent, a 2008 Chevrolet Impala, a 2008 BMW 750i, a 2001 Mercedes E430, a 2009 Chevrolet Impala, and a 2008 Ford Escape, as surplus for sale or as "trade-in's" for acquisition of additional undercover vehicles as needed. *Police Chief Michael Yates will address.*

SPECIAL CONSIDERATIONS OR CONCERNS:

Vehicle List:
Vehicles for Surplus - November 2021

1. 2005 Acura TL VIN# -19UUA66255A055363
2. 2003 Chevrolet Tahoe VIN# -1GNEC13Z83J261766
3. 2004 Ford F-150 VIN# - 1FTPX14594NC07680
4. 2002 Hyundai Accent VIN# - KMHCF35G72U223906
5. 2008 Chevrolet Impala VIN# - 2G1WB58K981199355
6. 2008 BMW 750i VIN# - WBAHL83538DT14422
7. 2001 Mercedes E430 VIN# - WDBJF70JX1X061674
8. 2009 Chevrolet Impala VIN# - 2G1WB57K891255451
9. 2008 Ford Escape VIN# - 1FMCU02Z28KA29086

These vehicles were not assigned a City of Griffin Asset Number and were never part of the fleet, thus a fleet retirement form is not required.

STAFF RECOMMENDATION:

Staff recommends approval.

FINANCIAL IMPACT:

Declaring the vehicles surplus will enhance revenue to assist in the acquisition of undercover vehicles when needed, but the amount earned from the sale is unknown.

Submitted By:
Daniel Jett

Meeting Date:
23/11/2021

Reviewed By:
Jessica O'Connor

ATTACHMENTS:
Vehicles for Surplus 11-16-21.pdf
Court Orders.pdf

Vehicles for Surplus / November 16, 2021

1. 2005 Acura TL VIN# -19UUA66255A055363

2. 2003 Chevrolet Tahoe VIN# -1GNEC13Z83J261766

3. 2004 Ford F-150 VIN# - 1FTPX14594NC07680

4. 2002 Hyundai Accent VIN# - KMHCF35G72U223906

5. 2008 Chevrolet Impala VIN# - 2G1WB58K981199355

6. 2008 BMW 750i VIN# - WBAHL83538DT14422

7. 2001 Mercedes E430 VIN# - WDBJF70JX1X061674

8. 2009 Chevrolet Impala VIN# - 2G1WB57K891255451

9. 2008 Ford Escape VIN# - 1FMCU02Z28KA29086

IN THE SUPERIOR COURT OF SPALDING COUNTY
STATE OF GEORGIA

STATE OF GEORGIA, ex. rel.	*	CIVIL ACTION NO: 21V-0337
VS.	*	SR. JUDGE JACK KIRBY
One 2005 Acura TL VIN#: 19UUA66255A055363 Tag# RSG1393 Color Black Defendant, in rem	*	E-filed for Record 8/6/2021 11:11 AM Superior/State Court, Spalding County

IN RE:
Brittney Shai Boone
4216 Pointers Ct
Oakwood, GA 30566

DISTRIBUTION OF FORFEITURE PROPERTY

The property above-stated as defendant in rem, having been forfeited to the state pursuant to O.C.G.A. Sec. 16-13-49(n) and O.C.G.A. Sec. 9-16-11, shall be distributed as follows, to wit:

One 2005 Acura TL VIN#: 19UUA66255A055363 Tag# RSG1393 Color Black Valued at:	**$ 2,111.00**
TOTAL AMOUNT OF POOL	**$ 2,111.00**
Cost To Be Paid:	
Disbursed to Spalding County Clerk's Office for Filing Fees	**$ 86.50**
TOTAL AMOUNT OF NET POOL	**$ 2,024.50**

Disbursements:

Disbursed to the District Attorney's Office:

10% of the pool after expenses (to be disbursed within 15 days from the filing of this Order)	**$ 202.45**
Certified Mail Postage (Paid by the District Attorney's Office)	**$ 7.75**

Disbursed to the Griffin Police Department: **One 2005 Acura TL VIN#: 19UUA66255A055363; Tag# RSG1393 Color: Black**

The One 2005 Acura TL; VIN#: 19UUA66255A055363; Tag# RSG1393; Color: Black, will be disbursed to the Griffin Police Department for use in law enforcement. Said property is to be retained for official use, until such time as said property is traded, sold at public auction or by private sale at the discretion of the law enforcement agency with the proceeds to be used for law enforcement purposes. Petitioner is authorized to take possession of the property instanter. Title is awarded free of any liens or encumbrances.

Respectfully submitted on this the 28th day of July, 2021.

MARIE G. BRODER
DISTRICT ATTORNEY

David J. Studdard, Chief Assistant District Attorney
Georgia Bar #: 689027
Griffin Judicial Circuit

The foregoing having been read and considered, the same is approved by the Court.

This the 5th day of August, 2021.

Sr. Judge Jack Kirby
Sitting by Designation
Superior Court
Griffin Judicial Circuit

IN THE SUPERIOR COURT OF SPALDING COUNTY
STATE OF GEORGIA

STATE OF GEORGIA, ex. rel. VS. One 2003 Chevrolet Tahoe, VIN# 1GNEC13Z83J261766, Tag# RZB9478, Color: White Defendant, in **rem**	* * * * * * * * * *	CIVIL ACTION NO: 21V-0401 SR. JUDGE JACK KIRBY

E-filed for Record
8/6/2021 10:59 AM
Superior/State Court, Spalding County

IN RE:
Chad Dustin Smith
Coweta County Jail
560 Greison Trail
Newnan, GA 30263
OR
2930 Tommy Lee Cook Road
Newnan, GA 30263

DISTRIBUTION OF FORFEITURE PROPERTY

The property above-stated as defendant in rem, having been forfeited to the state pursuant to O.C.G.A. Sec. 16-13-49(n) and O.C.G.A. Sec. 9-16-11, shall be distributed as follows, to wit:

One 2003 Chevrolet Tahoe, VIN# 1GNEC13Z83J261766, Tag# RZB9478, Color: White Valued at:	**$ 1,100.00**
TOTAL AMOUNT OF POOL	**$ 1,100.00**
Cost To Be Paid:	
Disbursed to Spalding County Clerk's Office for Filing Fees	**$ 86.50**
TOTAL AMOUNT OF NET POOL	**$ 1,013.50**

Disbursements:

Disbursed to the District Attorney's Office:

10% of the pool after expenses (to be disbursed within 15 days from the filing of this Order) **$ 101.35**

Certified Mail Postage (Paid by the District Attorney's Office) **$ 7.75**

Disbursed to the Griffin Police Department: **One 2003 Chevrolet Tahoe, VIN# 1GNEC13Z83J261766, Tag# RZB9478, Color: White**

The One 2003 Chevrolet Tahoe, VIN# 1GNEC13Z83J261766, Tag# RZB9478, Color: White, will be disbursed to the Griffin Police Department for use in law enforcement. Said property is to be retained for official use, until such time as said property is traded, sold at public auction or by private sale at the discretion of the law enforcement agency with the proceeds to be used for law enforcement purposes. Petitioner is authorized to take possession of the property instanter. Title is awarded free of any liens or encumbrances.

Respectfully submitted on this the 28th day of July, 2021.

MARIE G. BRODER
DISTRICT ATTORNEY

David L. Studdard, Chief Assistant District Attorney
Georgia Bar #: 689027
Griffin Judicial Circuit

The foregoing having been read and considered, the same is approved by the Court.

This the 5th day of August, 2021.

Sr. Judge Jack Kirby
Sitting by Designation
Superior Court
Griffin Judicial Circuit

EFILED IN OFFICE
CLERK OF SUPERIOR COURT
SPALDING COUNTY, GEORGIA
20V-412
Judge Ben J. Miller Jr.
JAN 08, 2021 11:26 AM
Debbie L. Brooks
Debbie L. Brooks, Clerk
Spalding County, Georgia

IN THE SUPERIOR COURT OF SPALDING COUNTY
STATE OF GEORGIA

STATE OF GEORGIA,
ex. rel.

VS.

One Thousand Five Hundred Seven and 00/100ths ($1,507.00) in United States Currency and One 2004 Ford F-150, Vin#: 1FTPX14594NC07680, Tag No. RVK6726, Black in Color
Defendant, **in rem**

* CIVIL ACTION NO: 20V-412

* JUDGE SCOTT L. BALLARD

IN RE:
Roderquez Cortez Walker
11359 Michelle Way
Hampton, GA 30228-6263

Mariette V Benjamin
11359 Michelle Way
Hampton, GA 30228-6263

DISTRIBUTION OF FORFEITURE PROPERTY

The property above-stated as defendant in rem, having been forfeited to the state pursuant to O.C.G.A. Sec. 16-13-49(n) and O.C.G.A. Sec. 9-16-11, shall be distributed as follows, to wit:

One Thousand Five Hundred Seven and 00/100ths ($1,507.00) in United States Currency	$1,507.00
One 2004 Ford F-150, Vin#: 1FTPX14594NC07680, Tag No. RVK6726, Black in Color with a value of	$1,075.00
TOTAL AMOUNT OF POOL	**$2,582.00**
Cost To Be Paid:	
Disbursed to Spalding County Clerk's Office for Filing Fees	$ 86.50
TOTAL AMOUNT OF NET POOL	**$2,495.50**

Disbursements:

Disbursed to the District Attorney's Office:

10% of the pool after expenses (to be paid within 15 days from the filing of this Order)	$ 249.55
Certified mail postage (Paid by the District Attorney's Office)	$ 7.75
Disbursed to the Griffin Police Department	$1,163.32 and One 2004 Ford F-150, Vin#: 1FTPX14594NC07680, Tag No. RVK6726, Black in Color with a value of $1,075.00

The One 2004 Ford F-150, Vin#:1FTPX14594NC07680, Tag No. RVK6726, Black in Color, will be disbursed to the Griffin Police Department for use in law enforcement. Said property is to be retained for official use, until such time as said property is traded, sold at public auction or by private sale at the discretion of the law enforcement agency with the proceeds to be used for law enforcement purposes. Petitioner is authorized to take possession of the property instanter. Title is awarded free of any liens or encumbrances.

Respectfully submitted on this the 4th day of November, 2020.

MARIE G. BRODER
DISTRICT ATTORNEY

Marie G. Broder

Marie G. Broder, District Attorney
Georgia Bar #: 538751
Griffin Judicial Circuit

The foregoing having been read and considered, the same is approved by the Court.

This the 5th day of ~~November~~ January, 2021.

Hon. Ben J. Miller, Jr., Judge
Spalding County Superior Court
Griffin Judicial Circuit

E-filed for Record
4/21/2021 12:35 PM
Superior/State Court, Spalding County

IN THE SUPERIOR COURT OF SPALDING COUNTY
STATE OF GEORGIA

STATE OF GEORGIA, ex. rel. VS. Five Hundred Dollars & 00/100ths ($500.00) in United States Currency, One 2002 Hyundai Accent L, Vin#: KMHCF35G72U223906, No Tag, Gray in Color, One Black Digitz Digital Scale, One Clear Glass Pipe and One Metal Smoking Pipe Defendant, in rem	*	CIVIL ACTION NO: 20V-1059 JUDGE BEN J. MILLER, JR.

IN RE:
Ronald Herman Parker, Sr.
65 Westwood Drive
Griffin, GA 30223

Brian Keith Rainey
70 Westwood Drive
Griffin, GA 30223

AMENDED DISTRIBUTION OF FORFEITURE PROPERTY

The property above-stated as defendant in rem, having been forfeited to the state pursuant to O.C.G.A. Sec. 16-13-49(n) and O.C.G.A. Sec. 9-16-11, shall be distributed as follows, to wit:

Five Hundred Dollars & 00/100ths ($500.00) in United States Currency and	**$ 500.00**
One 2002 Hyundai Accent L, Vin#: KMHCF35G72U223906, No Tag, Gray in Color **Valued at:**	**$ 345.00**
One Black Digitz Digital Scale **Valued at:**	**$ 12.99**
One Clear Glass Pipe **Valued at:**	**$ 3.92**
One Metal Smoking Pipe **Valued at:**	**$ 7.99**

Cost To Be Paid:

Disbursed to Spalding County Clerk's Office for Filing Fees	**$ 86.50**
TOTAL AMOUNT OF NET POOL	**$ 783.40**

Disbursements:

Disbursed to the District Attorney's Office:	
10% of the pool after expenses (to be disbursed within 15 days from the filing of this Order)	**$ 78.34**
Disbursed to the Griffin Police Department:	**$ 421.66**

OneBlack Digitz Digital Scale
One Clear Glass Pipe
One Metal Smoking Pipe

The One 2002 Hyundai Accent L, Vin#: KMHCF35G72U223906 will be disbursed to the Griffin Police Department for use in law enforcement. Said property is to be retained for official use, until such time as said property is traded, sold at public auction or by private sale at the discretion of the law enforcement agency with the proceeds to be used for law enforcement purposes. Petitioner is authorized to take possession of the property instanter. Title is awarded free of any liens or encumbrances.

Respectfully submitted on this the 20th day of April, 2021.

MARIE G. BRODER
DISTRICT ATTORNEY

Marie G. Broder

~~David J. Studdard, Chief Assistant~~ District Attorney
Georgia Bar #: ~~689627~~ 538751
Griffin Judicial Circuit

The foregoing having been read and considered, the same is approved by the Court.

This the 21 day of April 2021.

Ben J. Miller, Jr.

EFILED IN OFFICE
CLERK OF SUPERIOR COURT
SPALDING COUNTY, GEORGIA
20V-1058
Judge Christopher C. Edward
FEB 14, 2021 03:31 PM
Debbie L. Brooks, Clerk
Spalding County, Georgia

IN THE SUPERIOR COURT OF SPALDING COUNTY
STATE OF GEORGIA

STATE OF GEORGIA,
ex. rel.

VS.

One 2008 Chevrolet Impala LS, Vin#: 2G1WB58K981199355, Tag No. RYP8970, Red in Color
Defendant, in rem

* CIVIL ACTION NO: 20V-1058

* JUDGE CHRISTOPHER C. EDWARDS

IN RE:
Robin Michelle House
51 Fifth Street
Griffin, GA 30223

DISTRIBUTION OF FORFEITURE PROPERTY

The property above-stated as defendant in rem, having been forfeited to the state pursuant to O.C.G.A. Sec. 16-13-49(n) and O.C.G.A. Sec. 9-16-11, shall be distributed as follows, to wit:

One 2008 Chevrolet Impala LS, Vin#: 2G1WB58K981199355, Tag No. RYP8970, Red in Color Valued at:	**$2,973.00**
TOTAL AMOUNT OF POOL	**$2,973.00**
Cost To Be Paid:	
Disbursed to Spalding County Clerk's Office for Filing Fees	**$86.50**
TOTAL AMOUNT OF NET POOL	**$2,886.50**

Disbursements:

Disbursed to the District Attorney's Office:

10% of the pool after expenses (to be disbursed within 15 days from the filing of this Order) **$288.65**

Disbursed to the Griffin Police Department: **One 2008 Chevrolet Impala LS, Vin#: 2G1WB58K981199355, Tag No. RYP8970, Red in Color**

The One 2008 Chevrolet Impala LS, Vin#: 2G1WB58K981199355, Tag No. RYP8970, Red in Color, will be disbursed to the Griffin Police Department for use in law enforcement. Said property is to be retained for official use, until such time as said property is traded, sold at public auction or by private sale at the discretion of the law enforcement agency with the proceeds to be used for law enforcement purposes. Petitioner is authorized to take possession of the property instanter. Title is awarded free of any liens or encumbrances.

Respectfully submitted on this the 12th day of February, 2021.

MARIE G. BRODER
DISTRICT ATTORNEY

Marie G. Broder WEP
Marie G. Broder, District Attorney
Georgia Bar #: 538751
Griffin Judicial Circuit

The foregoing having been read and considered, the same is approved by the Court.

This the 12 day of Feb., 2021.

Christopher C. Edwards
Spalding County Superior Court
Griffin Judicial Circuit

EFILED IN OFFICE
CLERK OF SUPERIOR COURT
SPALDING COUNTY, GEORGIA
20V-1053
Judge Benjamin D. Coker
MAR 02, 2021 02:38 PM
Debbie L. Brooks, Clerk
Spalding County, Georgia

IN THE SUPERIOR COURT OF SPALDING COUNTY
STATE OF GEORGIA

STATE OF GEORGIA, ex. rel. VS. One 2008 BMW, Model 750i, Vin#: WBAHL83538DT14422, Tag No. RXC2850, Black in Color, One Digital Scale, One Box of Sandwich Bags and One Glass Pipe Defendant, in **rem**	*	CIVIL ACTION NO: 20V-1053 JUDGE BENJAMIN D. COKER

IN RE:
Robert Jemal Bussie
403 Maddox Road
Griffin, GA 30224

DISTRIBUTION OF FORFEITURE PROPERTY

The property above-stated as defendant in rem, having been forfeited to the state pursuant to O.C.G.A. Sec. 16-13-49(n) and O.C.G.A. Sec. 9-16-11, shall be distributed as follows, to wit:

One 2008 BMW, Model 750i, Vin#: WBAHL83538DT14422, Tag No. RXC2850, Black in Color, One Digital Scale, One Box of Sandwich Bags and One Glass Pipe Valued at:	**$ 2312.00**
TOTAL AMOUNT OF POOL	**$ 2312.00**
Cost To Be Paid:	
Disbursed to Spalding County Clerk's Office for Filing Fees	**$86.50**
TOTAL AMOUNT OF NET POOL	**$ 2,225.50**

Disbursements:

Disbursed to the District Attorney's Office:

10% of the pool after expenses (to be disbursed within 15 days from the filing of this Order)	**$222.50**
Disbursed to the Griffin Police Department	One 2008 BMW, Model 750i, Vin#: WBAHL83538DT14422, Tag No. RXC2850, Black in Color

.

The One 2008 BMW, Model 750i, VIN #WBAHL83538DT14422, Tag #RXC2850, Black in Color, will be disbursed to the Griffin Police Department for use in law enforcement. Said property is to be retained for official use, until such time as said property is traded, sold at public auction or by private sale at the discretion of the law enforcement agency with the proceeds to be used for law enforcement purposes. Petitioner is authorized to take possession of the property instanter. Title is awarded free of any liens or encumbrances.

Respectfully submitted on this the 1st day of March, 2021.

MARIE G. BRODER
DISTRICT ATTORNEY

Marie G. Broder, District Attorney
Georgia Bar #: 538751
Griffin Judicial Circuit

The foregoing having been read and considered, the same is approved by the Court.

This the 2nd day of March, 2021.

Benjamin D. Coker
Spalding County Superior Court
Griffin Judicial Circuit

IN THE SUPERIOR COURT OF SPALDING COUNTY
STATE OF GEORGIA

STATE OF GEORGIA, ex. rel. VS. One 2001 Mercedes Benz E430, VIN# WDBJF70JX1X061674, Tag# RQA7779, Color: Silver Defendant, in **rem**	*	CIVIL ACTION NO: 21V-0426 JUDGE BEN J. MILLER, JR. **E-filed for Record** **8/1/2021 5:09 PM** **Superior/State Court, Spalding County**

IN RE:
Karla Ines Celis
4795 Fairforest Dr
Stone Mountain, GA 30088

Samantha Jeanette Celis
4795 Fairforest Dr
Stone Mountain, GA 30088

DISTRIBUTION OF FORFEITURE PROPERTY

The property above-stated as defendant in rem, having been forfeited to the state pursuant to O.C.G.A. Sec. 16-13-49(n) and O.C.G.A. Sec. 9-16-11, shall be distributed as follows, to wit:

One 2001 Mercedes Benz E430, VIN# WDBJF70JX1X061674, Tag# RQA7779, Color: Silver Valued at:	**$ 2,600.00**
TOTAL AMOUNT OF POOL	**$ 2,600.00**
Cost To Be Paid:	
Disbursed to Spalding County Clerk's Office for Filing Fees	**$ 86.50**
TOTAL AMOUNT OF NET POOL	**$ 2,513.50**

Disbursements:

Disbursed to the District Attorney's Office:

10% of the pool after expenses (to be disbursed within 15 days from the filing of this Order) **$ 251.35**

Disbursed to the Griffin Police Department: **One 2001 Mercedes Benz E430, VIN# WDBJF70JX1X061674, Tag# RQA7779, Color: Silver**

The One 2001 Mercedes Benz E430, VIN# WDBJF70JX1X061674, Tag# RQA7779, Color: Silver, will be disbursed to the Griffin Police Department for use in law enforcement. Said property is to be retained for official use, until such time as said property is traded, sold at public auction or by private sale at the discretion of the law enforcement agency with the proceeds to be used for law enforcement purposes. Petitioner is authorized to take possession of the property instanter. Title is awarded free of any liens or encumbrances.

Respectfully submitted on this the 28th day of July, 2021.

MARIE G. BRODER
DISTRICT ATTORNEY

David J. Studdard, Chief Assistant District Attorney
Georgia Bar #: 689027
Griffin Judicial Circuit

The foregoing having been read and considered, the same is approved by the Court.

This the 14 day of July, 2021.

Ben J. Miller, Jr.
Spalding County Superior Court
Griffin Judicial Circuit

IN THE SUPERIOR COURT OF SPALDING COUNTY
STATE OF GEORGIA

STATE OF GEORGIA, ex. rel.	*	CIVIL ACTION NO: 21V-0281
VS.	*	JUDGE BEN J. MILLER, JR.
One Thousand Fifty Four and 00/100ths ($1,054.00) in United States Currency, and One 2009 Cheverolet Impala VIN#2G1WB57K891255451, Tag No. RXQ6156, Blue in Color, One Glass Container Defendant, in **rem**	*	

E-filed for Record
7/8/2021 11:30 AM
Superior/State Court, Spalding County

IN RE:
Trevon' Javis Jackson Hawkins
110 Brooke Hollow Drive
McDonough, GA 30252

Brian Cantebury
110 Brooke Hollow Dr
McDonough, GA 30252

DISTRIBUTION OF FORFEITURE PROPERTY

The property above-stated as defendant in rem, having been forfeited to the state pursuant to O.C.G.A. Sec. 16-13-49(n) and O.C.G.A. Sec. 9-16-11, shall be distributed as follows, to wit:

One Thousand Fifty Four and 00/100ths ($1,054.00) in United States Currency and	**$ 1,054.00**
One 2009 Cheverolet Impala VIN#2G1WB57K891255451, Tag No. RXQ6156, Blue in Color Valued at:	**$ 1,325.00**
One Glass Container Valued at:	**$ 4.00**
TOTAL AMOUNT OF POOL	**$ 2,383.00**

Cost To Be Paid:

Disbursed to Spalding County Clerk's Office for Filing Fees	**$ 86.50**
TOTAL AMOUNT OF NET POOL	**$ 2,296.50**

Disbursements:

Disbursed to the District Attorney's Office:

10% of the pool after expenses (to be disbursed within 15 days from the filing of this Order)	**$ 229.65**
Certified Mail Postage (Paid by District Attorney's Office)	**$ 15.50**
Disbursed to the Griffin Police Department:	**$ 808.85 and**

One 2009 Cheverolet Impala VIN#2G1WB57K891255451, Tag No. RXQ6156, Blue in Color with a value of $1,325.00 and One Glass Container with a value of $4.00

The One 2009 Cheverolet Impala VIN#2G1WB57K891255451, Tag No. RXQ6156, Blue in Color, will be disbursed to the Griffin Police Department for use in law enforcement. Said property is to be retained for official use, until such time as said property is traded, sold at public auction or by private sale at the discretion of the law enforcement agency with the proceeds to be used for law enforcement purposes. Petitioner is authorized to take possession of the property instanter. Title is awarded free of any liens or encumbrances.

Respectfully submitted on this the 23rd day of June, 2021.

MARIE G. BRODER
DISTRICT ATTORNEY

David J. Studdard, Chief Assistant District Attorney
Georgia Bar #: 689027
Griffin Judicial Circuit

The foregoing having been read and considered, the same is approved by the Court.

This the 1 day of July, 2021.

Ben J. Miller, Jr.
Spalding County Superior Court
Griffin Judicial Circuit

E-filed for Record
4/22/2021 3:10 PM
Superior/State Court, Spalding County

IN THE SUPERIOR COURT OF SPALDING COUNTY
STATE OF GEORGIA

STATE OF GEORGIA, ex. rel. VS. Three Thousand Seven Hundred Twenty-Three Dollars & 00/100ths ($3,723.00) in United States Currency, One 2008 Ford Escape, Vin#: 1FMCU02728KAZ908, Tag No. TDX4163, White in Color, One Wooden Pipe, One Wooden Grinder and One Cigarette Case Defendant, in **rem**	*	CIVIL ACTION NO: 20V-1055 JUDGE BEN J. MILLER, JR.

IN RE:
Jeffery Crouse Richards
303 Linn Street
Gastonia, NC 28056

Angela Nanney Fulmer
134 Angel Ham Street
Mount Holly, NC 28120

DISTRIBUTION OF FORFEITURE PROPERTY

The property above-stated as defendant in rem, having been forfeited to the state pursuant to O.C.G.A. Sec. 16-13-49(n) and O.C.G.A. Sec. 9-16-11, shall be distributed as follows, to wit:

Three Thousand Seven Hundred Twenty-Three Dollars & 00/100ths ($3,723.00) in United States Currency and	**$ 3,723.00**
One 2008 Ford Escape, Vin#: 1FMCU02728KAZ908, Tag No. TDX4163, White in Color **Valued at:**	**$ 2,450.00**
One Wooden Pipe **Valued at:**	**$ 5.00**

One Wooden Grinder Valued at:	**$ 5.00**
One Cigarette Case Valued at:	**$ 5.00**
Cost To Be Paid:	
Disbursed to Spalding County Clerk's Office for Filing Fees	**$ 86.50**
Disbursed to the Griffin Daily News for publication (Ad #0995)	**$ 160.00**
TOTAL AMOUNT OF NET POOL	**$5,941.50**

Disbursements:

Disbursed to the District Attorney's Office:	
10% of the pool after expenses (to be disbursed within 15 days from the filing of this Order)	**$ 594.15**
Disbursed to the Griffin Police Department:	**$2,882.35**

The One 2008 Ford Escape, Vin#: 1FMCU02728KAZ908, Tag No. TDX4163, White in Color, will be disbursed to the Griffin Police Department for use in law enforcement. Said property is to be retained for official use, until such time as said property is traded, sold at public auction or by private sale at the discretion of the law enforcement agency with the proceeds to be used for law enforcement purposes. Petitioner is authorized to take possession of the property instanter. Title is awarded free of any liens or encumbrances.

One Wooden Pipe

One Wooden Grinder

One Cigarette Case

Respectfully submitted on this the 20th day of April, 2021.

MARIE G. BRODER
DISTRICT ATTORNEY

~~David L. Studdard~~, District Attorney
Georgia Bar #: ~~689027~~ 536751
Griffin Judicial Circuit

The foregoing having been read and considered, the same is approved by the Court.

This the 22 day of April, 2021.

Ben J. Miller, Jr.
Spalding County Superior Court
Griffin Judicial Circuit

AGENDA ITEM SUMMARY

ITEM SUMMARY:

Consider the purchase of one Bernhard Express Dual 3000MC reel grinder from Greenville Turf & Tractor, lowest quote, in the amount of $35,530.00. *Public Works Director, Chris Walker will address.*

SPECIAL CONSIDERATIONS OR CONCERNS:

The Bernhard Express Dual 3000MC reel grinder will be purchased from Greenville Turf & Tractor, lowest quote, for $35,530.00. Jerry Pate Turf & Irrigation submitted a quote of $42,586.00, and SIP Direct GA, LLC submitted a quote of $35,595.00. This purchase has been budgeted in FY2022 capital items 591-5130-54-2500.

STAFF RECOMMENDATION:

Staff recommends approval.

FINANCIAL IMPACT:

The FY2022 budget includes Capital items funding within the Golf Course budget (591-5130-54-2500) for a reel grinder with allocated funds totaling the amount of $38,000.00. The purchase of this reel grinder is coming in under budget for a total of $35,530.00

Submitted By:
Mariza Eller

Meeting Date:
23/11/2021

Reviewed By:
Jessica O'Connor

ATTACHMENTS:
City of Griffin Grinder 11.7.21.pdf
City of Griffin GC Foley Grinders 8-18-21.pdf
Estimate_1021_from_SIP_Direct_GA_LLC.pdf

Greenville Turf & Tractor

701 Sandy Springs Rd.
Piedmont, SC 29673
866-485-8873 Toll Free
888-884-7562 Fax

November 3, 2021

City Of Griffin
Attn: Bayne Mallory

Submitted by Allen Weed
Territory Manager
770-490-9653
weedallen@gmail.com

John Deere Golf & Turf Equipment Lease Proposal

Qty.	Order Codes	Description	List Price	National Account Unit Price	Extended National Account Total
1	**A01013**	**Bernhard Express Dual 3000MC Spin Grinder**	$42,957	$35,530	$35,530
1	parts	Parts Catalog			
1	tech	Technical Manual			

Equipment Cost Less Taxes: **$35,530**

Signature of Buyer: _____ **Date:** _____

Conditions of Quote and Volume Benefits

Note 1: This quotation will be honored for 30 days.
Note 2: Prices and payments do not include applicable taxes.
Note 3: All Equipment will come with an Operators Manual and a Video if available for that Machine.
Note 4: To initiate Equipment Purchase indicate equipment desired, sign and date quote and fax to 888-884-7562.

Above is our quotation for the equipment named, subject to the following conditions: The prices and terms on this quotation are not subject to verbal changes or other agreements unless approved in writing by the Home Office of the Seller. All quotations and agreements are contingent on availability of product from manufacturer. Prices are based on costs and conditions existing on date of quotation and are subject to change without notice. Typographical errors are subject to correction. Conditions not specifically stated herein shall be governed by established trade customs.

Jerry Pate Turf & Irrigation

Jerry Pate Turf & Irrigation
5350 Tulane Drive
Atlanta, GA 30336
800-700-7001
800-793-1220 (fax)
www.jerrypate.com

DATE: August 18, 2021
EXPIRATION DATE: Valid 30 Days

Exclusively For: City of Griffin
Bane Mallary

Proposed Order

Prepared By:

Account Executive: Colby Spivey
678-776-1460 cell
cspivey@jerrypate.com

[Ph#]
[Fax#]
[Customer Acct#]
[Email] mmallary@cityofgriffin.com

Per your request, I am pleased to submit a proposal on the following equipment:

Qty	Model #	Description	Unit Price	Extension
1	**6530931**	**653 Accu-Master Reel Grinder with Rear Doors and Bolt-On Lift Table**	**$ 55,035.00**	**$ 55,035.00**
		**Included 2 hours of field service training*	**Subtotal**	**$ 55,035.00**
			Destination Fee	**$ 256.00**
			Total	**$ 55,291.00**
1	**6330921**	**633 Accu-Pro AC Accu Touch 3 control with Bolt-On Table Lift**	**$ 42,330.00**	**$ 42,330.00**
	6320515	633 Vacuum System		
		**Included 2 hours of field service training*	**Subtotal**	**$ 42,330.00**
			Destination Fee	**$ 256.00**
			Total Proposal	**$ 42,586.00**

Jerry Pate Company offers service agreements for your turf equipment, utility vehicles, irrigation, and pump stations.
Ask your Account Executive for more information today!

Prices Do Not Include Sales Tax or Applicable Documentation Fees

This is a proposal on the goods named, subject to the following conditions: The prices and terms on this proposal are not subject to verbal changes or other agreements unless approved in writing by the Home Office of the Seller. All proposals and agreements are contingent on availability of product from the manufacturer. Prices are based on costs and conditions existing on date of proposal and are subject to change without notice. Typographical errors are subject to correction.

To accept this proposal, please sign and return _____ _____
Signature *Date*

_____ _____
Print Name *Title*

TORO ECHO Club Car



SIP Direct GA, LLC
4640 Hedgewood Drive
Cumming, GA 30041
561-512-4632
sipdirectga@gmail.com

Quotation

ADDRESS
Bayne Mallary
City of Griffin
100 S Hill St.
Griffin, GA 30223

SHIP TO
Bayne Mallary
City of Griffin
100 S Hill St.
Griffin, GA 30223

QUOTATION # 1021
DATE 08/20/2021
EXPIRATION DATE 09/17/2021

DATE	DESCRIPTION	QTY	RATE	AMOUNT
	70000-01 Peerless 7000 Reel Grinder	1	27,650.00	27,650.00T
	77575-01 Fully Automatic Relief Grinding with TorqueControl™	1	2,120.00	2,120.00T
	76501-01 500E Electric Lift Table	1	4,950.00	4,950.00T

Thank you for the opportunity to quote your spin and relief grinding solution! Please reach out with any questions you may have. Also, please visit sipgrinder.com for information about SIP grinders.

John Patterson
sipdirectga@gmail.com
561-512-4632

SUBTOTAL	34,720.00
TAX	0.00
SHIPPING	875.00
TOTAL	**$35,595.00**

Accepted By

Accepted Date

AGENDA ITEM SUMMARY

ITEM SUMMARY:

Consider minutes of the City of Griffin Board of Commissioners' Regular Meeting on November 9, 2021.

SPECIAL CONSIDERATIONS OR CONCERNS:

N/A

STAFF RECOMMENDATION:

N/A

FINANCIAL IMPACT:

N/A

Submitted By:
Susan Bartholomew

Meeting Date:
23/11/2021

Reviewed By:
Jessica O'Connor

ATTACHMENTS:
11-09-21 Minutes.pdf

CITY OF GRIFFIN BOARD OF COMMISSIONERS
REGULAR SCHEDULED MEETING
ONE GRIFFIN CENTER, W. ELMER GEORGE MUNICIPAL HALL
TUESDAY, NOVEMBER 9, 2021

Mayor Doug Hollberg presided, convening the meeting at 6:00 p.m. Commissioners attending included David Brock, Cora Flowers, Truman Tinsley, Holly Murray, and Rodney McCord. Also present were City Manager Jessica O'Connor, City Attorney Drew Whalen and Susan Bartholomew to record minutes.

Commissioner Ward was absent.

Call to order by Mayor Hollberg

Pledge of Allegiance..... Commissioner Brock

Invocation..... Commissioner Tinsley

Approval of Agenda

Motion/second to approve the agenda by Commissioners Brock/Tinsley carried 6-0.

PRESENTATIONS AND DELEGATIONS

1. Recognize Danny Pryor, Water Distribution Superintendent, as the October 2021 "Strongest Link" award recipient. *Watershed Management Deputy Director, Brandon Lewis, will address.*

   Brandon Lewis, Deputy Director of Water and Waste Water, presented the Strongest Link award to Danny Pryor, Superintendent of Water Distribution/Wastewater Collections. Mr. Lewis addressed the Commissioners, noting that the raw water main failed at the Flint River Pump Station on Friday, October 25 around 5 p.m. It broke in the worst possible spot, and the team got to work quickly. Mr. Pryor displayed strong leadership of his team, remaining calm and positive and leading by example.

   Mr. Pryor thanked the Commissioners. He stated that Mr. Lewis was with the team during the entire process of repairing the break, and he thanked him for his support.

2. Review financial reports for September 2021. *Chief Financial Officer, Markus Schwab, will address.*

   Mr. Schwab addressed the Commissioners and asked for any questions. The Commissioners did not have any questions and thanked Mr. Schwab.

3. Present annual audit results and Annual Comprehensive Financial Report for the Fiscal Year Ended June 30, 2021. *Chief Financial Officer Markus Schwab will address. David Irwin, CPA of Mauldin & Jenkins CPAs will accompany this presentation.*

   Link to: *Annual Comprehensive Financial Report FY 2021*

   Mr. Schwab addressed the Commissioners and thanked the Board for its support. He introduced Mr. David Irwin of Mauldin & Jenkins, the City's auditor. Mr. Irwin thanked the Commissioners for the opportunity to address them. He presented an overview of the independent auditor's report, the compliance reports and the financial statements. The City is responsible for the financial statements, and Mauldin & Jenkins audits those financial statements. The City received an unmodified opinion which is the highest level of assurance, and its financial statements are fairly presented in all material respects, in accordance with General Accepted Accounting Principles (GAAP). There are two compliance reports that the auditor issues. The single audit report received an unmodified (clean) opinion and the yellow book report showed no material weaknesses or significant deficiencies. The City's Annual Comprehensive Financial Report (ACFR) goes above and beyond basic reporting requirements, is submitted annually to the Government Finance Officers Association (GFOA) and for the 17th year in a row, the City of Griffin received the ACFR Certificate of Achievement for Excellence in Financial Reporting. Management's Discussion and Analysis is written by management and summarizes basic financial statement and comparative information. Griffin's financial statements include three components: government-wide financial statements, fund level financial statements and notes to the financial statements. Mr. Irwin briefly discussed each component. The required communications include a clean opinion and no audit findings, no difficulties encountered with management during the performance of the

audit, no disagreements with management, and no uncorrected misstatements. Mauldin & Jenkins is independent of the City as required by government auditing standards. Mr. Irwin expressed his appreciation for the opportunity to conduct the City's audit.

4. Recognize City of Griffin Finance Department for receiving a Certificate of Achievement for Excellence in Financial Reporting for Annual Comprehensive Financial Report for the 17th consecutive year; and for receiving Outstanding Achievement in Popular Annual Financial Reporting for Poplar Annual Financial Report for the 14th consecutive year. *Chief Financial Officer, Markus Schwab will address.*

   Mr. Schwab addressed the Commissioners stating that for the 17th consecutive year, the City of Griffin has received a Certificate of Achievement for Excellence in Financial Reporting for the Annual Comprehensive Financial Report (ACFR). Additionally, for the 14th consecutive year, the City of Griffin has received Outstanding Achievement in Popular Annual Financial Reporting for the Popular Annual Financial Report. Mr. Schwab stated that this success is a direct result of support from the Board, the Directors and the entire team.

CITIZEN COMMENTS

At this time, the Mayor opens the floor to comments from the audience. Comments should relate to a specific agenda item, not listed on the agenda for a Public Hearing, or to a concern within the jurisdiction of the City. Commission meetings serve the purpose of conducting city business and are not a forum for the unlimited expression of opinion. The Mayor reserves the right to limit comments to matters germane to city business and may refer speakers to the City Manager or other staff for resolution.

There were no citizen comments.

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.

There were no public hearings.

CONSENT AGENDA

5. Consider the minutes of the City of Griffin Board of Commissioners' Workshop and Regular Meetings on October 26, 2021.

6. Consider the 2022 Board of Commissioners' Meeting Schedule.

7. Consider 2022 holiday schedule. *Human Resources Director Stephanie Woods will address.*

8. Consider allowing MEAG Power to continue to make voluntary deposits from off-system sales into the City of Griffin Flexible Operating Account, Short Term Portfolio and the New Generation and Capacity Funding Account, Intermediate Extended Maturity Portfolio, as well as authorize the Mayor and City Manager to complete the election form. *Electric Director, Jennifer Freeman will address.*

9. Consider the purchase of 80 transformers from Anixter, low quote, for inventory purposes at a total cost of $219,050. *Electric Director, Jennifer Freeman will address.*

10. Consider the purchase of three air conditioning units from Wright Brothers, sole source, in the amount of $46,658.00, which includes labor and installation, for the new Police Department located at 234 N. Hill Street. *City Manager, Jessica O'Connor will address.*

11. Consider a resolution for a temporary parade route downtown, which would include N. 5th Street, Solomon Street, N. 8th Street, and Broad Street to determine its feasibility for future parades. *City Manager, Jessica O'Connor, will address.*

Motion/second to approve Consent Agenda by Commissioners Murray/Tinsley carried 6-0.

REGULAR AGENDA

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

12. Consider a resolution naming Jessica W. O'Connor, City Manager, Markus Schwab, Chief Financial Officer, Amanda Carmichael, Accounting Director, and Christina Ortiz, Accountant as individuals authorized to deposit and/or withdraw funds from the local government investment pool on behalf of the City of Griffin and authorize the Mayor to execute said resolution. *Markus Schwab, Chief Financial Officer will address.*

    Motion/second to approve a resolution naming Jessica W. O'Connor, City Manager, Markus Schwab, Chief Financial Officer, Amanda Carmichael, Accounting Director, and Christina Ortiz, Accountant as individuals authorized to deposit and/or withdraw funds from the local government investment pool on behalf of the City of Griffin and authorize the Mayor to execute said resolution by Commissioners Murray/Tinsley carried 6-0.

13. Consider the purchase of one 2022 Ford F-550 regular cab diesel truck in the amount of $50,070.00 and install one Jerr-Dan 20 foot roll back wrecker unit on the Ford F-550 truck in the amount of $41,800.00 for a total of $91,870.00 from Alan Jay Fleet Sales, lowest quote, under the Sourcewell State Contract. *Public Works Director Chris Walker will address.*

    Motion/second to approve the purchase of one 2022 Ford F-550 regular cab diesel truck in the amount of $50,070.00 and install one Jerr-Dan 20 foot roll back wrecker unit on the Ford F-550 truck in the amount of $41,800.00 for a total of $91,870.00 from Alan Jay Fleet Sales, lowest quote, under the Sourcewell State Contract by Commissioners Brock/Murray carried 6-0.

14. Consider MEAG Power Sale of Excess Supplemental and Reserve Capacity to the City of Fairburn on behalf of the City of Griffin. *Electric Director, Jennifer Freeman, will address.*

    Motion/second to approve MEAG Power Sale of Excess Supplemental and Reserve Capacity to the City of Fairburn on behalf of the City of Griffin by Commissioners Murray/Tinsley carried 6-0.

15. Consider MEAG Power Sale of Excess Capacity to the City of Buford on behalf of the City of Griffin. *Electric Director, Jennifer Freeman will address.*

    Motion/second to approve MEAG Power Sale of Excess Supplemental and Reserve Capacity to the City of Fairburn on behalf of the City of Griffin by Commissioners Tinsley/Brock carried 6-0.

16. Consider the purchase of one 2022 Ford F-350 truck in the amount of $47,534.00 and one 2022 Ford F-250 truck in the amount of $41,472.00 from Alan Jay Fleet Sales under the State Contract, and consider declaring as surplus Unit #898, a 2001 Dodge 2500 truck used in the Meter Division, and amend the budget accordingly. *Director or Watershed Management, Brant D. Keller, will address.*

    Motion/second to approve the purchase of one 2022 Ford F-350 truck in the amount of $47,534.00 and one 2022 Ford F-250 truck in the amount of $41,472.00 from Alan Jay Fleet Sales under the State Contract, and consider declaring as surplus Unit #898, a 2001 Dodge 2500 truck used in the Meter Division, and amend the budget accordingly by Commissioners Murray/Brock carried 6-0.

17. Consider cancellation of the scheduled Workshop and Regular meetings on Tuesday, December 28, 2021 due to Christmas Holidays. *City Manager, Jessica O'Connor, will address.*

    Mr. Tinsley asked if the workshop meeting would be moved to December 14. Ms. O'Connor stated that there is one item that needs to be addressed before the end of the year, and it is an Executive Session regarding personnel. We can address it on November 23 or, if the Board prefers, address it at the last meeting of the year. We can call a workshop for December 14 at 9

a.m. or address it at the regular meeting on December 14 at 6 p.m. The consensus of the Commissioners was to address the item at the regular meeting on December 14 at 6 p.m.

Motion/second to approve cancellation of the scheduled Workshop and Regular meetings on Tuesday, December 28, 2021 due to Christmas Holidays by Commissioners Murray/Tinsley carried 6-0.

18. Consider a resolution approving projects to be completed with American Rescue Plan Act funds granted to the City of Griffin, which include revenue recovery, premium pay for employees, sewer infrastructure study, and fiber expansion. *City Manager Jessica O'Connor will address.*

    Ms. O'Connor stated that Staff presented the proposed ARPA projects at the workshop on October 26, 2021. The City received $8,500,000 in ARPA funds, and Staff is asking to spend $4,680,000 at this time. This is a little different than the CARES Act funds. With the CARES Act funds we had exact amounts to give the Commissioners, but with the ARPA funds we are operating on estimates of the costs. Dr. Keller's estimate of engineering costs for Potato Creek is $504,000, Mr. Cotton's estimate for staking, engineering and construction of the fiber network is up to $3,000,000, and the premium pay for employees is estimated at $697,000. With the inclusion of the purchase of Roseview which has been completed, the total of the ARPA projects is $5,200,000, leaving a little over $3,300,000 to work with at a later time.

    Motion/second to approve a resolution approving projects to be completed with American Rescue Plan Act funds granted to the City of Griffin, which include revenue recovery, premium pay for employees, sewer infrastructure study, and fiber expansion by Commissioners Tinsley/Murray carried 6-0.

19. Consider a Work Order Form (WoF) from RTC Solutions, through a previously approved Master Services Agreement, in the amount of $99,724.80 for staking and design of a fiber optic distribution network in downtown Griffin and "feeder 4 area" located in west central Griffin. *Chief Technology Officer Gibb Cotton will address.*

    Motion/second to approve a Work Order Form (WoF) from RTC Solutions, through a previously approved Master Services Agreement, in the amount of $99,724.80 for staking and design of a fiber optic distribution network in downtown Griffin and "feeder 4 area" located in west central Griffin by Commissioners Brock/Tinsley carried 6-0.

20. Consider a resolution deeming a second meeting of the Spalding County Water and Sewerage Facilities Authority as unnecessary for 2021 and indefinitely suspending future meetings of the Joint Authority Committee as contemplated by the Water Sales Agreement and Intergovernmental Agreement executed by the parties on December 9, 2020 and amending the contract accordingly. *City Manager, Jessica O'Connor, will address.*

    Commissioner Flowers asked for confirmation that, according to the Water Sales Agreement and Intergovernmental Agreement, the City and the SCWSFA is supposed to meet twice annually, and that this resolution is suspending the second meeting for 2021. Begining in calendar year 2022, we will resume having two meetings per year. Ms. O'Connor confirmed and added that the resolution also indefinitely suspends meetings of the Joint Authority Exploratory Committee.

    Motion/second to approve a resolution deeming a second meeting of the Spalding County Water and Sewerage Facilities Authority as unnecessary for 2021 and indefinitely suspending future meetings of the Joint Authority Committee as contemplated by the Water Sales Agreement and Intergovernmental Agreement executed by the parties on December 9, 2020 and amending the contract accordingly by Commissioners Murray/Tinsley carried 6-0.

21. 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 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 at 6:40 p.m. to enter 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 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 by Commissioners Brock/Tinsley carried 6-0.

CITY MANAGER'S REPORT

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

1. Citizens' Government Academy graduation is Thursday, November 18 at 6 p.m. at Historic City Hall, and all Commissioners are invited.
2. City Offices will be closed on Thursday, November 11 in observance of Veterans Day.
3. Ms. O'Connor has reached out to our local legislative delegation with prospective dates for Hometown Connection. The possible dates are Wednesday, December 8 or Monday, December 13. The County and School Board will also join this meeting. This is an evening meeting, and we usually take the legislators to dinner after the meeting.
4. Our annual Goals Workshop is typically scheduled on the workshop meeting date in January. In 2022, that is Tuesday, January 25. Ms. O'Connor asked that the Commissioners let her know if the date works for them. We anticipate the meeting will be one day, and we will have our regular meeting that evening at 6 p.m.
5. The Tree Lighting is Friday, December 3. City Church is involved with the City for this event and has scheduled activities in the park.
6. Ms. O'Connor stated that she has been interviewing candidates for the Citizen Engagement position vacated by Brian Miller.
7. Ms. O'Connor congratulated Mr. Schwab, Ms. Carmichael and the entire team on the success of the audit.
8. Ms. O'Connor congratulated Danny Pryor on his Strongest Link Award. She stated that Mr. Pryor was recognized for performing work that he didn't have to perform, and she pointed out that Mr. Pryor recognized Mr. Lewis for his participation in getting the raw water main at the Flint River Station repaired.

City Attorney: No comment.

COMMISSIONER REPORTS

Ward: Commissioner Ward was absent.

Flowers: No comment.

Murray: Commissioner Murray thanked all for attending. She congratulated Mr. Pryor and Mr. Lewis on a job well done. She thanked Commissioner McCord for celebrating the election winners and noted that she had a great opponent and hopes she will continue to be active in the community.

Brock: Mr. Brock welcomed Mr. Jack Cramer back to the meeting. He noted that Mr. Cramer had been unable to attend meetings due to health issues, but he is much better and able to attend.

Tinsley: No comment.

McCord: Commissioner McCord wished Ms. O'Connor and her husband a happy anniversary. He congratulated the election winners. He encouraged Mr. Fuller (Mr. Tinsley's opponent) to continue to be involved.

Hollberg: Mayor Hollberg congratulated Ms. O'Connor, expressing his pride in her and her hard work. Ms. O'Connor has been the City Manager for seven months. He congratulated the winners of the election and stated his excitement that the Board will continue to work as a team. He thanked all veterans for their service, noting that we wouldn't be here without their sacrifices.

ADJOURN

Motion/second at 7:05 p.m. to adjourn the meeting by Commissioners Murray/Tinsley carried 6-0.

Respectfully submitted,

_____ _____

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

AGENDA ITEM SUMMARY

ITEM SUMMARY:

Consider a Work Order Form (WoF) from RTC Solutions, through a previously approved Master Services Agreement, to broker the transfer of 2,048 Public IP (Internet Protocol) addresses not to exceed $137,625.00. *Chief Technology Officer Gibb Cotton will address.*

SPECIAL CONSIDERATIONS OR CONCERNS:

IP (Internet Protocol) addresses are required in order to communicate on the internet. IPv4 addresses are reaching 100% allocation, as the internet transitions to IPv6, Griffin will require additional IPv4 addresses for it's customers during this transitionary phase until the world fully adopts the IPv6 standard. The number of addresses purchased and those already owned by the City will serve the City's current needs and the expansion of our services.

STAFF RECOMMENDATION:

Staff recommends approval.

FINANCIAL IMPACT:

The $137,625.00 will be paid from telecommunications infrastructure.

Submitted By:
Gibb Cotton

Meeting Date:
23/11/2021

Reviewed By:
Jessica O'Connor

ATTACHMENTS:
WOF RTCS IP ADD 2048 11-17-21.pdf

Work Order Form: Griffin IP Address Purchase

11-17-21

Philip Foster
VP Carrier Solutions
706-965-1226
pfoster@rtctel.com
Address:
200 Evitt Parkway
Ringgold, GA 30736

RTC is working with a third party to broker the transfer of registration of Ownership of public IP Addresses from American Registry of Internet Numbers (ARIN) using the Brander Group LLC to the registration of ownership in the City of Griffin's ARIN Account name. Griffin has requested 2048 Public IP addresses. The Cost of each Public IP is estimated at $60.00 per IP. These IPs will be the property of Griffin and listed in such a manner with the appropriate listing authorities.

Total Estimated cost of 2048 IP Addresses: **$122,880.00**

Onsite Inspection Fees: NA

Consulting Fees: **$14,745**

Project management, billing and oversight: 12% of total project expenses.

Project Total Cost: $137,625.00

All Dollar amounts do not include applicable taxes or regulatory fees that may be incurred.

******Any changes to initial design will require an updated Change order WOF form to be signed by RTC Solutions and the City of Griffin.**

RTC Solutions	City Of Griffin
Name: Philip Foster	Name:
philip foster	
Title: VP Carrier Solutions	Title:
Date: 11-17-21	Date:

AGENDA ITEM SUMMARY

ITEM SUMMARY:

Consider the purchase of a 2012 Mack CHU613 Tractor Trailer with 36,000 miles in the amount of $60,394.00 (price includes $12,194.00 for a four year extended warranty) from Arrow Truck Sales, sole source, authorize the Mayor and City Manager to execute any necessary documents to affect the purchase of same, authorize the transfer of $16,294.00 to Solid Waste Operating Account from Landfill Capital Surcharge Account and amend the budget accordingly. In addition, consider declaring as surplus Unit #962, a 2010 Freightliner with 729,510 miles. *Solid Waste Director, Todd Ennis, will address.*

SPECIAL CONSIDERATIONS OR CONCERNS:

The purchase of the Mack tractor will serve as a replacement for Unit #962 which requires frequent expensive repairs that over time have exceeded the cost of the tractor. In addition, Solid Waste will return the rental tractor tha currently serves as a replacement for Unit #962 (VIN# 1FUJA6CK5ADAR3394) that will be declared surplus.

STAFF RECOMMENDATION:

Staff recommends approval.

FINANCIAL IMPACT:

The amendment appropriates funding provided by lease financing for recent purchases in the amount of $330,052.00 for two residential side-loaders and $606,028.90 for two commercial front-loaders (all four approved a prior commission meeting) and appropriates $60,394.00 to the Transfer Station. Additional funding is needed from the Landfill Capital Surcharge account to cover the difference in cost between the tractor purchase ($60,394.00) less the cash for principal and interest set aside ($40,040.00 in principal and $4,060.00 in interest expense totaling $44,100.00) in the adopted FY22 budget for residential collection. The difference of $16,294.00 will come from Landfill Capital Surcharge account. Landfill Capital Surcharge account cash balance as of October 31, 2021 is $276,124.80 and after transfer of $16,294.00, the cash balance will be $259,830.80.

Submitted By:
Todd Ennis

Meeting Date:
23/11/2021

Reviewed By:
Jessica O'Connor

ATTACHMENTS:
TRANSFER STATION MACK TRACTOR FY22..pdf
AGENDA ITEM 20211123 BA Resolution Solid Waste Lease Proceeds and Tractor Purchase.pdf
Sole Source 2012 Mack 613 CHU Tractor Trailer.pdf

Griffin
Growing, TOGETHER

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

DATE: 10/20/21

Purchase Order No. _____

Contract # and Expiration: _____

FY22 VEHICLE FLEET PO

Contract With: _____

Vendor No. _____

Vendor Name & Address

Arrow Truck Sales Atlanta
3233 Moreland Avenue
Conley, Ga 30288
gray@arrowtruck.com
Ph: 478-363-5689 Fax:

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

Deliver to:

City of Griffin
Dept: Motorpool
245 Emlet Drive
Griffin, GA 30224

Todd Ennis Solid Waste
Phone: 678-603-3852 Fax: 770-229-6627

Freight is F.O.B. Destination

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

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

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

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

Vehicles/equip per attached specifications	Account Number	Qty	UOM	Unit Price	Extended Totals
2012 Mack Chu 613 Tractor	540 - 4531 - 54 - 2200 20000	1		60,394.00	60,394.00
short desc	- - - -				
short desc	- - - -				
short desc	- - - -				
short desc	- - - -				
	- - - -				
UNIT NO. of asset being surplused:	**962** ARF attached?	**Y**	**TOTAL $**		**60,394.00**
CAPITAL PROJ#: CP2021-	xxx - xxxx - xx - xxxx - 0000				-60,394.00
	xxx - xxxx - xx - xxxx - 0000				60,394.00
Note: All deliveries are to be made to authorized COG Motorpool				**TOTAL $	**60,394.00**

COG USE ONLY

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

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

		APPROVALS	
	Dept request	Solid Waste 10/20/2021	
	Agenda item copy	Dept / Requestor / Date	Purchasing / Date
	Fleet authorization		
	Leinholder info	10/20/2021	
	Order (cc PF,SW,rqstr)		
	Invoicing/Delivery	Department Mgr / Date	Finance Director / Date
	Payment/MSO		
	Tag/Origs to Finance		
	Risk Mgmt	City Manager / Date	BOARD / Date
	Fixed Assets		

1. As used in this Order, the terms are defined as follows: (a) "Seller" and "Dealer" shall mean Arrow Truck sales, Inc. , which shall become a party hereto by its written acceptance hereof ; and (b) "Purchaser " shall mean the party executing this Order as such on the first page hereof , it being understood by Purchaser and Seller that Seller is in no respect the agent of any manufacturer , and that Seller and Purchaser are the sole parties to this Order.

2. Purchaser agrees not to demand or expect any equipment, parts, supplies, labor service or rebate unless agreed to and specified in this Order.

3. All risk of loss, including but not limited to damage to the vehicle (s) purchased hereby and injuries to any person, and/ or property of others, shall pass to Purchaser at such time as said vehicle{ s) is / are transported, removed, or driven from the Seller 's business premises for delivery to Purchaser . Purchaser shall pay all costs of insurance, including liability, collision and comprehensive coverage, at time risk of loss passes. Purchaser shall indemnify, save, protect and hold Seller harmless from any and all liability from the time risk of loss passes to Purchaser, including but not limited t o all costs , expense s and reasonable attorneys' fees.

4. Purchaser agrees to pay the balance owed on the terms specified here in and to accept delivery of the vehicle(s) within 72 hour s after notification that such vehicle(s) is / are ready for delivery. In case Purchaser fails to take delivery of the vehicle(s) within the time stated herein. Purchaser's deposit may be retained as liquidated damages for Dealer's expenses and efforts and Dealer may dispose of the vehicle(s) ordered in accordance with this Order without any liability whatsoever to Purchaser.

5. Purchaser agrees to deliver to Dealer satisfactory evidence of title to any used mot or vehicle traded in as part of the consideration f or the vehicle(s) ordered hereunder at the time of delivery of such used vehicle to Dealer. Purchaser warrants any such trade-in vehicle to be Purchaser's property free and clear of all liens and encumbrances, except as otherwise noted herein.

6. Purchaser warrants the vehicle(s) being purchased herein is / are to be used for business purposes only and is / are not to be normally used for personal, household, or family purposes.

7. Dealer shall not be liable for failure to deliver or delay in delivering the vehicle(s} covered by this Order where such failure or delay is due, in whole or in part, to any cause beyond the control of Dealer or without the fault or negligence of Dealer.

8. Seller shall not under any circumstances be liable for consequential damages, including , without limitation , lost profits, lost business expectancies , down time, rental expenses, transportation expenses, and/ or lodging expenses alleged by Purchaser or by any other party.

9. Cash Deposits may be non-refundable after 72 hours.

10. If this purchase is financed, Purchaser gives Seller and its agent's authorization to conduct a credit investigation.

11. There are no warranties which extend beyond this Order. Any and all recourse of the Purchaser with respect to any applicable manufacturer's warranties, if any, which cover the vehicle (s) sold under this Order, shall be against the original equipment manufacturer of such vehicle(s) and not against Dealer. In addition, Dealer shall not be responsible under any circumstances for honoring or administering any warranty provided by any third party. Any repair or maintenance voluntarily provided or paid for by Dealer as a matter of customer goodwill shall not be construed in any manner as an extension of warranty rights to Purchaser or as a waiver of any of Dealer's rights or defenses.

12. Purchaser agrees that any lawsuit, claims or other litigation arising out of or relating to this order or the underlying transaction or relating to the vehicle(s) in any manner whatsoever shall be brought in the state or federal court for the county or district where this order was executed and shall be governed by Missouri law without regard to any state's laws regarding conflict of laws. In any such lawsuit, claim, or litigation arising out of or relating in any manner to this order and/or underlying transaction or vehicle(s) regardless of whether such lawsuit, claim or litigation is initiated by seller or purchaser. The parties hereby waive their right to a trial by jury and agree that all claims and causes of action shall be tried by the court.

Warning:

Do not sign any portion of this contract until all blanks have been completed and until you have read all portions. No agent or representative of Arrow Truck Sales, Inc. has authority to waive or vary this provision. Receipt of a copy of this order is hereby acknowledged.

Salesperson: _____

ATS Authorized Manager Acceptance: _____

Acknowledgment - read carefully

I hereby acknowledge that I have carefully read the provisions of this order and that all blank spaces which or have initialed on the first page hereof and had been fully completed and filled in by Arrow Truck Sales, Inc. Before I inserted my initials thereon and signed this order.

This _____day of _____ 20___

Signature of purchaser: _____

Signature of Co-Purchaser: _____

ARROW TRUCK SALES

RETAIL ORDER

Date: 10/13/2021

		Branch:	ATS - ATLANTA
Purchaser:	City Of Griffin	Address:	3233 MORELAND AVENUE
Address:	100 S Hill st	City/State::	CONLEY , GA
City/State:	GRIFFIN, GA	Zip:	30288
Zip:	30223	Phone:	404-366-5121
County:	SPALDING	Salesman:	GAVIN RAY - 3335
Phone:	678-603-3852	Ref#:	241633 1018248

I hereby agree to purchase from you, under the terms and conditions specified, the following:

Stock #	Year	Make	Model	Unit #	Vin #		Price
249364	2012	MACK	CHU613		1M1AN09Y5CM008168	$47,950.00	$47,900.00

This order does not include liability or any other form of insurance. Insurance may be purchased separately from this order. The above-referenced vehicle(s) is/are sold with: (CHECK ONE) X 90-Day Warranty __ "AS IS"

Seller accepts no responsibility as to the accuracy of the odometer reading. After having had an opportunity to conduct inspection and test drive truck(s), regardless of whether or not Purchaser chose to do so. Purchaser here by agrees to purchase such truck(s) "AS IS" or subject to a 90-Day warranty, as indicated above.

Purchaser agrees that this order with attachments, if any, includes all of the terms and conditions on both pages hereof that this Order cancels and supersedes any prior agreement and as of the date hereof comprises the complete and exclusive statement of the terms of the agreement relating to the subject matters covered hereby, and that THIS ORDER SHALL NOT BECOME BINDING UNTIL ACCEPTED BY THE SELLER IN WRITING AND IN THE EVENT OF TIME SALE, SELL SHALL NOT BE OBLICATED TO SELL UNTIL APPROVAL OF THE TERMS HEREOF BY A RESPONSBILE FINANCING INSTITUTION. Purchaser by his execution of this Order certifies that Purchaser is 21 years of age or older and acknowledges that Purchaser had read its terms and conditions, including the printed matter on page two hereof and this Order with attachments, constitutes the entire agreement pertaining to this purchase.

Delivery of vehicle(s) described herein is accepted by Purchaser subject to credit, approval by a financing institution (if applicable) and in the event a credit report unacceptable to the financing institution, the Purchaser will immediately return the truck (s) and/or trailer(s) herein described to the dealer. Purchaser assumes responsibility for any difference in payoff in excess of amount shown below and will pay such differences in cash on demand, If not so paid, Purchaser authorizes dealer, at dealer's option, to increase monthly payment and contract balance to cover the difference and finance charges thereon.

* This charge represents costs and profit to the dealer for items such as inspecting, cleaning, and adjusting vehicles, and preparing documents related to the sale.

Accessories	$.00
Inspection Fee *	$250.00
Doc Fee *	$50.00
Sales Tax	$.00
GST/HST/PST Tax	$.00
Vehicle Inventory Tax	$.00
Other Tax	$.00
License and Title Fee *	$.00
Freight/Delivery	$.00
Extended Warranty	$12,194.00
IL Plate Fee	$.00
IL Title Fee	$.00
Roadside Assistance	$.00
TOTAL CASH PRICE	**$60,394.00**
Cash Down	$.00
Net Trade Equity	$.00
Total Down Payment	$.00
UNPAID BALANCE	**$60,394.00**
Hold Deposit	$.00
AMOUNT DUE AT CLOSING	$.00

Purchaser: _____

Co Purchaser: _____

TERMS AND CONDITIONS OF PO / CONTRACT

ARTICLE 1 PURCHASE ORDER AUTHORIZATION

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

ARTICLE 2 PURCHASE ORDER NUMBER

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

ARTICLE 3 ACCEPTANCES

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

ARTICLE 4 PRICE

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

ARTICLE 5 DELIVERIES, TITLE AND RISK OF LOSS

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

ARTICLE 6 PARTS

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

ARTICLE 7 WARRANTIES

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

ARTICLE 8 REMEDIES

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

ARTICLE 9 CONFLICTS OF LAWS

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

ARTICLE 10 MODIFICATIONS

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

ARTICLE 11 PATENT INFRIGEMENT

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

ARTICLE 12 TERMINATIONS FOR CAUSE

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

ARTICLE 13 TERMINATIONS FOR CONVENIENCE

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

ARTICLE 14 ENTIRE AGREEMENTS

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

ARTICLE 15 WORKS ON PREMISES

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

ARTICLE 16 QUALITY GUARANTEE

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

ARTICLE 17 QUALITY TERMS

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

ARROW TRUCK SALES

*** QUOTE ***

Date: 10/19/2021

		Branch:	ATS - ATLANTA
Purchaser:	City Of Griffin	Address:	3233 MORELAND AVENUE
Address:	100 S Hill st	City/State::	CONLEY , GA
City/State:	GRIFFIN, GA	Zip:	30288
Zip:	30223	Phone:	404-366-5121
County:	SPALDING	Salesman:	GAVIN RAY - 3335
Phone:	678-603-3852	Ref#:	118622 1018248

I hereby agree to purchase from you, under the terms and conditions specified, the following:

Stock #	Year	Make	Model	Unit #	Vin #	Price
250671	2016	MACK	CXU613		1M1AW07Y5GM079408	$59,950.00

This order does not include liability or any other form of insurance. Insurance may be purchased separately from this order. The above-referenced vehicle(s) is/are sold with: (CHECK ONE) __ 90-Day Warranty __ "AS IS"

Seller accepts no responsibility as to the accuracy of the odometer reading. After having had an opportunity to conduct inspection and test drive truck(s), regardless of whether or not Purchaser chose to do so. Purchaser here by agrees to purchase such truck(s) "AS IS" or subject to a 90-Day warranty, as indicated above.

Purchaser agrees that this order with attachments, if any, includes all of the terms and conditions on both pages hereof that this Order cancels and supersedes any prior agreement and as of the date hereof comprises the complete and exclusive statement of the terms of the agreement relating to the subject matters covered hereby, and that THIS ORDER SHALL NOT BECOME BINDING UNTIL ACCEPTED BY THE SELLER IN WRITING AND IN THE EVENT OF TIME SALE, SELL SHALL NOT BE OBLICATED TO SELL UNTIL APPROVAL OF THE TERMS HEREOF BY A RESPONSBILE FINANCING INSTITUTION. Purchaser by his execution of this Order certifies that Purchaser is 21 years of age or older and acknowledges that Purchaser had read its terms and conditions, including the printed matter on page two hereof and this Order with attachments, constitutes the entire agreement pertaining to this purchase.

Delivery of vehicle(s) described herein is accepted by Purchaser subject to credit, approval by a financing institution (if applicable) and in the event a credit report unacceptable to the financing institution, the Purchaser will immediately return the truck (s) and/or trailer(s) herein described to the dealer. Purchaser assumes responsibility for any difference in payoff in excess of amount shown below and will pay such differences in cash on demand, If not so paid, Purchaser authorizes dealer, at dealer's option, to increase monthly payment and contract balance to cover the difference and finance charges thereon.

* This charge represents costs and profit to the dealer for items such as inspecting, cleaning, and adjusting vehicles, and preparing documents related to the sale.

Accessories	$11,353.00
Inspection Fee *	$250.00
Doc Fee *	$50.00
Sales Tax	$.00
GST/HST/PST Tax	$.00
Vehicle Inventory Tax	$.00
Other Tax	$.00
License and Title Fee *	$125.00
Freight/Delivery	$1,773.00
Extended Warranty	$.00
IL Plate Fee	$.00
IL Title Fee	$.00
Roadside Assistance	$.00
TOTAL CASH PRICE	**$73,501.00**
Cash Down	$.00
Net Trade Equity	$.00
Total Down Payment	$.00
UNPAID BALANCE	**$73,501.00**
Hold Deposit	$.00
AMOUNT DUE AT CLOSING	$.00

Purchaser: _____

Co Purchaser: _____

ARROW TRUCK SALES

*** QUOTE ***

Date: 10/19/2021

		Branch:	ATS - ATLANTA
Purchaser:	City Of Griffin	Address:	3233 MORELAND AVENUE
Address:	100 S Hill st	City/State::	CONLEY , GA
City/State:	GRIFFIN, GA	Zip:	30288
Zip:	30223	Phone:	404-366-5121
County:	SPALDING	Salesman:	GAVIN RAY - 3335
Phone:	678-603-3852	Ref#:	118623 1018248

I hereby agree to purchase from you, under the terms and conditions specified, the following:

Stock #	Year	Make	Model	Unit #	Vin #	Price
250120	2015	MACK	CXU613		1M1AW07Y7FM048336	$59,950.00

This order does not include liability or any other form of insurance. Insurance may be purchased separately from this order. The above-referenced vehicle(s) is/are sold with: (CHECK ONE) __ 90-Day Warranty __ "AS IS"

Seller accepts no responsibility as to the accuracy of the odometer reading. After having had an opportunity to conduct inspection and test drive truck(s), regardless of whether or not Purchaser chose to do so. Purchaser here by agrees to purchase such truck(s) "AS IS" or subject to a 90-Day warranty, as indicated above.

Purchaser agrees that this order with attachments, if any, includes all of the terms and conditions on both pages hereof that this Order cancels and supersedes any prior agreement and as of the date hereof comprises the complete and exclusive statement of the terms of the agreement relating to the subject matters covered hereby, and that THIS ORDER SHALL NOT BECOME BINDING UNTIL ACCEPTED BY THE SELLER IN WRITING AND IN THE EVENT OF TIME SALE, SELL SHALL NOT BE OBLICATED TO SELL UNTIL APPROVAL OF THE TERMS HEREOF BY A RESPONSBILE FINANCING INSTITUTION. Purchaser by his execution of this Order certifies that Purchaser is 21 years of age or older and acknowledges that Purchaser had read its terms and conditions, including the printed matter on page two hereof and this Order with attachments, constitutes the entire agreement pertaining to this purchase.

Delivery of vehicle(s) described herein is accepted by Purchaser subject to credit, approval by a financing institution (if applicable) and in the event a credit report unacceptable to the financing institution, the Purchaser will immediately return the truck (s) and/or trailer(s) herein described to the dealer. Purchaser assumes responsibility for any difference in payoff in excess of amount shown below and will pay such differences in cash on demand, If not so paid, Purchaser authorizes dealer, at dealer's option, to increase monthly payment and contract balance to cover the difference and finance charges thereon.

* This charge represents costs and profit to the dealer for items such as inspecting, cleaning, and adjusting vehicles, and preparing documents related to the sale.

Accessories	$12,353.00
Inspection Fee *	$250.00
Doc Fee *	$50.00
Sales Tax	$.00
GST/HST/PST Tax	$.00
Vehicle Inventory Tax	$.00
Other Tax	$.00
License and Title Fee *	$125.00
Freight/Delivery	$1,773.00
Extended Warranty	$.00
IL Plate Fee	$.00
IL Title Fee	$.00
Roadside Assistance	$.00
TOTAL CASH PRICE	**$74,501.00**
Cash Down	$.00
Net Trade Equity	$.00
Total Down Payment	$.00
UNPAID BALANCE	**$74,501.00**
Hold Deposit	$.00
AMOUNT DUE AT CLOSING	$.00

Purchaser: _____

Co Purchaser: _____

CENTRAL SERVICES
FLEET/EQUIPMENT RETIREMENT REQUEST FORM
FOR FY22

CURRENTLY assigned to: Department: Solid Waste Division: Commerical

FLEET - Unit #: 962 VIN# or Serial # 1FUJA6CK5ADAR3394 Tag #: _____ *(N/A only if off road)*

Desc of vehicle/equipment 2010 *YEAR* Freightliner *MAKE* Columbia 120 *MODEL*

Body Style & Description: Truck
BODY STYLE (ie. SEDAN, TRUCK, TRACKHOE, ETC

White Tractor Trailer
ADDITIONAL DESCRIPTION (ie. COLOR, 2WD/4WD, IDENTIFYING FEATURES, ALIAS INFO, ETC)

Current Odometer/Hourmeter Reading: 729510 MILES OR _____ HOURS

How was Fleet Unit obtained? (must select & detail one)

X **Direct Purchase** by City *of Griffin*

_____ **Seized** or abandoned asset (case number & date) _____

_____ **Other** (Donation, Grant, etc.) _____

REASON FOR RETIRING:

X **Mileage** too high for continued use in this capacity _____

x **Mechanical Issues** (if so, list issues) *REPAIRS HAVE OUTPACED THE COST OF THE TRACTOR*

_____ **Accident** - release to responsible insurance agency _____

_____ **Accident** - unable or not cost-effective to repair _____ *estimated repair costs*

X **Other** (explain) *REPAIRS HAVE OUTPACED THE COST OF THE TRACTOR*

Department Director _____ Date: 10/20/2021

Approval of Fleet Director: _____ Date: _____

MOTOR POOL ASSESSMENT OF FLEET RETIREMENT REQUEST

_____ **RE-PURPOSE** Fleet Unit to another Department _____ *DEPARTMENT* _____ *DIVISION*

_____ **RETIRE** Fleet to 'Reserve Status' at Fleet Maintenance Facility

_____ **SELL** Fleet Unit at auction _____

_____ **RELINQUISH** to insurance company for settlement proceeds _____

_____ **DONATE** to another government or agency _____

_____ **Other** (explain) _____


MACK



ARROW
TRUCK SALES

WORK TO BE COMPLETED FOR CUSTOMER

The list below indicates the original work to be completed by Arrow Truck Sales, Inc.
Work signed for by both the Customer and Branch Manager becomes part of the Sales Agreement.

Customer: City Of Griffin

** Delivery package including fire extinguisher, safety triangle kit and customer appreciation package (excludes trailers)

Once work has started, deposits are NON-Refundable

Branch Managers Approval: _____ Date: _____

Customer Signature: _____ Date: _____

Sales Associate Signature: _____ Date: _____

To Be Completed at Delivery or Closing:

I acknowledge that all items above have been completed to my satisfaction and I am accepting this vehicle as being sold completely as represented. This document does not represent a warranty, only a device to insure that at the time of delivery or closing, everything listed above worked and was acceptable.

Branch Managers Approval: _____ Date: _____

Customers Signature: _____ Date: _____

Sales Associate Signature: _____ Date: _____

ARROW
TRUCK SALES

WORK TO BE COMPLETED FOR CUSTOMER

The list below indicates the original work to be completed by Arrow Truck Sales, Inc.
Work signed for by both the Customer and Branch Manager becomes part of the Sales Agreement.

Customer: City Of Griffin

** Delivery package including fire extinguisher, safety triangle kit and customer appreciation package (excludes trailers)

Stock #: 250671

Vin #: 1M1AW07Y5GM079408

Make: MACK

Model: CXU613

1)
2)
3)
4)
5)
6)
7)
8)
9)
10)

Once work has started, deposits are NON-Refundable

Branch Managers Approval: _____ Date: _____

Customer Signature: _____ Date: _____

Sales Associate Signature: _____ Date: _____

To Be Completed at Delivery or Closing:

I acknowledge that all items above have been completed to my satisfaction and I am accepting this vehicle as being sold completely as represented. This document does not represent a warranty, only a device to insure that at the time of delivery or closing, everything listed above worked and was acceptable.

Branch Managers Approval: _____ Date: _____

Customers Signature: _____ Date: _____

Sales Associate Signature: _____ Date: _____

2012 Mack Chu613 For Sale



MP8,13SPD,HVY AXLE,SUB 100K MILE DAYCABS

Comments: MP8, 13SPD TRANSMISSIONS,44,000LB CAMELBACK SUSPENSION,205" WHLBS,WET-KIT,PTO,ALUMINUM STEERS,VERTICAL EXHAUST,AIRLSIDE 5TH WHEEL,VERY LOW MILES...JUST 36,000, TRUCKS WON'T LAST, CALL/CLICK TODAY!!!

Specifications

Engine Make: **MACK**
Engine Model: **MP8**
Horsepower: **415**
Trans Speed: **13 Speed**
Trans Type: **Manual**
Trans: **FULLER RTLO16913A**
Axle: **Tandem 6 x 4**
FCAM: **N**
Ratio: **4.19**

Sleeper Size: **0**
Bunks: **0**
Sleeper: **NON**
P/S: **Y**
A/C: **Y**
APU: **N**
Suspension: **HEAVY**
Jake Brake: **Y**
Brakes: **Air**

5th Wheel: **A**
Tire Size: **11R24.5**
Wheel Base: **205**
Front Axle: **14,330 LBS**
Rear Axle: **44,000 LBS**
Steer Wheel Type: **AL**
Rear Wheel Type: **ST**
Cab Configuration: **CON**
Equipment Type: **TRAC**

Ext Visor: **Y**
Fairings: **None**
Tank Cap: **200**
Tank#: **2**
Miles: **29,601** ECM: **29,601**
Location: **ATLANTA**
Stock#: **249364**
Price: **$47,950** USD$

more information, call our toll-free number at 800-311-7144 or email info@arrowtruck.com

Todd Ennis

From: Alicia Barnett <abarnett@arrowtruck.com>
Sent: Wednesday, October 13, 2021 1:55 PM
To: Todd Ennis
Cc: Gavin Ray
Subject: WARRANTY INFO

EXTERNAL EMAIL - Please use caution and proper judgement.

ARROW TRUCK SALES

Call Me. 404-469-9402

FINANCING | WARRANTIES | PROTECTION PLANS | EMERGENCY SERVICES

Mr. Ennis-

I've put together some **information** on the products we offer – take a look and let me know if you have any questions.

WARRANTIES

1 year- $5894

2 years- $9094

3 years- $10444

4 years- $12194

Extended **Warranties**

Protect your investment against failure from wear-out for up to 4 years / 400,000 miles.

Your Pre-Purchase Inspection

Our warranty plans start working for you immediately...even before you buy! If our inspection turns up any problem, we will not issue a protection plan until the problem is corrected to meet warranty standards.

One Deductible

If a problem covered within the terms and the mileage of your protection plan occurs, your liability for mechanical failure is only $150 per occurrence / $500 aftertreatment (subject to change).

Rapid Repair Guarantee Plus

We'll pay half of your truck payment (up to $750) if covered repairs are not completed within 14 days of repair authorization and the full truck payment (up to $1,500) if not completed within 30 days of repair authorization. Some term minimums apply, ask an Arrow representative for details.

Instant Claim Payment

If you experience a problem or breakdown on the road, your claim can be made 24 hours a day, seven days a week. Arrangements are made and you are informed of what immediate action to take. All paperwork and direct payments are made to the repair facility within hours.

Enhanced Progressive Damage

Coverage is extended to a non-covered component if progressive damage results from primary failure of a covered component. Additionally, coverage includes a secondary failure to a covered component that is caused by a failure to a non-covered component. Some term minimums apply, ask an Arrow representative for details.

Nationwide Coverage

Should coverage service become necessary, you just make one call and repairs can be made by any NTP-authorized repair facility.

Gold & Platinum Plans

Our comprehensive warranties cover all internally-lubricated parts, as well as many external parts, such as the fuel pump and oil cooler. They include coverage for failures due to wear-out such as piston rings, meaning oil consumption and performance complaints are covered.

The following components are covered for failure caused by wear-out:

- Internally Lubricated Parts
- Cam Followers
- Camshaft & Bearings
- Crankshaft Hub
- Cylinder Block Casting
- Cylinder Head Casting(s) & Capscrews
- Cylinder Head Gasket(s)[1]
- Cylinder Liners
- Exhaust & Intake Manifold(s)
- Flywheel Housing
- Fuel Pump2
- Injector Lines
- Intake Manifold
- Main Bearing Bolts
- Oil Consumption
- Oil Cooler Housing
- Oil Pan, Cooler & Pump
- Performance Complaints
- Connecting Rod Caps & Capscrews
- Connecting Rods & Bearings
- Crankshaft & Main Bearings
- Pistons, Piston Rings & Pins
- Rocker Arms & Shafts
- Spacer Plate Or Spacer Block
- Thermostat Housing
- Timing Gears & Case Cover
- Valves, Valve Push Rods & Lifters
- Valve Springs & Keepers
- Vibration Damper
- Water Manifold
- Injectors (PLATINUM)
- Turbochargers (PLATINUM)
- Turbo Actuator (PLATINUM)
- ECM (PLATINUM)
- Water Pump (PLATINUM)

Optional Upgrades

Transmission and rear-end coverage includes progressive damage, internal gears, synchronizer, shaft, bearings & races and outer cases. Upgrade is available in terms that match purchased warranty term on both Gold and Platinum plans.

- **Comfort Package**
  12 Covered Components: Charge air cooler, radiator, fan clutch, air compressor, alternator, starter, fuel tanks, radio, HVAC blower motor, HVAC temperature control head, A/C compressor and heater core. Upgrade is available in terms that match purchased warranty term on Platinum or Platinum/Gold plans[3].
- **Rental Truck Assistance**
  Available in 7 or 14-day terms. Days are banked and can be used as needed throughout the term of purchased engine coverage and available for use in the event of a covered warrantable failure with Platinum or Platinum/Gold plans[3].
- **Aftertreatment**

Class 8 Coverage Terms

- We have terms available from 6 months / 50,000 miles up to 48 months / 400,000 miles.

Disclaimers:

[1]Excludes external oil and water leaks. [2]Excludes electronics, gaskets and seals. [3]Some term minimums apply, ask an Arrow representative for details.

See actual contract for full details on coverage, exclusions and limitations. Arrow's extended warranty plans are provided by National Truck Protection.

RESOLUTION

A RESOLUTION TO AMEND THE FISCAL YEAR 2022 BUDGET IN THE AMOUNT OF $996,474.90

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

WHEREAS, on June 8, 2021, the Board of City Commissioners adopted the Fiscal Year 2022 Budget; and

WHEREAS, the Board of City Commissioners approve amending the City of Griffin's Solid Waste Utility Fund Fiscal Year 2021-2022 Operating and Capital Budget by appropriating $996,474.90 to Capital Outlay – Vehicles ($330,052.00 – Residential Collection, $606,028.90 – Commercial Collection, and $60,394.00 – Transfer Station), for Fiscal Year 2022, for the purpose set forth below; and

BE IT RESOLVED by the Board of City Commissioners this 23th day of November 2021, that the Fiscal Year 2022 budget be, and is hereby, amended in the amount of $996,474.90 as follows:

SOLID WASTE UTILITY FUND

Residential Collection		
540-4521-54-2200-0000	Capital Outlay – Vehicles	$ 330,052.00
540-4521-54-9999-0000	Capital Outlay – Distributed	(330,052.00)
540-4521-58-2200-0000	Capital Lease Interest Expense (Reduction)	(4,060.00)
Commercial Collection		
540-4522-54-2200-0000	Capital Outlay – Vehicles	606,028.90
540-4522-54-9999-0000	Capital Outlay – Distributed	(606,028.90)
Transfer Station		
540-4531-54-2200-0000	Capital Outlay – Vehicles	60,394.00
540-4531-54-9999-0000	Capital Outlay - Distributed	(60,394.00)

_____

Douglas Hollberg, Mayor

_____

Jessica O'Connor, Secretary

CITY OF GRIFFIN
FY22 SOLE BRAND/SOLE SOURCE/ SINGLE SOURCE JUSTIFICATION

Request Type and Details (select one)

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

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

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

Provide a description and identify the make/model of the item and quantity ONE 2012 Mack CHU 613 Tractor Trailer 36,000 miles

Detail the research that has been done to qualify this for selected method of procurement: The 2012 Mack CHU 613 Tractor Trailer has 36,000 miles compared to similar ones with 500,000 plus miles.

Supplier/Source Name/Address: **Arrow Truck Sales Atlanta 3233 Moreland Avenue Conley, GA 30288**

Supplier/Source Contact: **Gavin Ray** **Phone: 478-363-5689**

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

2012 Mack CHU613 36,000miles $60,394.00 Arrow Truck Sales Atlanta
2016 Mack CHU613 519,384 miles $73,501.00 miles Arrow Truck Sales Atlanta
2015 Mack CHU613 513,771 miles $74,501.00 Arrow Truck Sales Atlanta
The request can not be modified to allow for competition due to the low miles on the tractor trailer.

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

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

Arrow Truck Sales Atlanta is the only dealer that has a Mack CHU 613 heavy duty tractor trailer with 36,000 mlies.

Requestor Information

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

Date of Request: 11/19/2021 Requestor: Todd Ennis

Department: Solid Waste Dept Accting Code: 540-4531-54-2200 Phone: 678-229-6421

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

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

AGENDA ITEM SUMMARY

ITEM SUMMARY:

Consider a Task Order Form for the design, bidding and construction management for the 2021 Community Development Block Grant (CDBG) to Paragon Consulting Group in the amount of $113,900.00 for the Watershed Management Department. *Director of Watershed Management, Brant D. Keller will address.*

SPECIAL CONSIDERATIONS OR CONCERNS:

The City of Griffin was awarded the Community Development Block Grant 2021 (CDBG) from the Department of Community Affairs in the amount of $750,000.00. The project will address water and sewer needs in the area of S. 15th Street, Cherokee Avenue, N. Cherokee Avenue, S. Cherokee Avenue, Cherokee Circle, Cherokee Court, DF Fuller Drive, W. College Extension, Edgewood Avenue, Barlow Street and Decatur Street.

STAFF RECOMMENDATION:

Staff recommends approval.

FINANCIAL IMPACT:

Budgeted FY 2021-2022 $1,213,138.00 and the amount of this TOF is $113,900.00.

Submitted By:
Brant Keller

Meeting Date:
23/11/2021

Reviewed By:
Jessica O'Connor

ATTACHMENTS:
Griffin_Design Bid CM TOF_Signed by PCG.pdf

TASK ORDER FORM

2021 CDBG REDEVELOPMENT PROJECT –
D.F. FULLER PHASE I

for City of Griffin

Project No. 20078.00
November 9, 2021

Paragon Consulting Group (PCG) has prepared this Task Order Form (TOF) in accordance with the Master Services Agreement. This TOF has been prepared to provide civil engineering design and consulting services to the City of Griffin related to the 2021 Community Development Block Grant (CDBG) Redevelopment Project – D.F. Fuller Phase I.

SCOPE OF WORK

The Scope of Work for this TOF will be to provide a topographic and planimetric survey including the area generally including Cherokee Avenue, N. Cherokee Avenue, S. Cherokee Avenue, Cherokee Circle, and Cherokee Court in Griffin, Georgia as established in the Preliminary Engineering Report. Topographical drawing to note existing grades, existing planimetrics, visible utilities above ground, buried utilities located and marked or painted by others prior to field survey, and tree locate at surveyor's discretion.

PCG will perform a preliminary engineering design for the redevelopment project. Upon approval from City officials, PCG will prepare the final engineering design including water drawings, sewer drawings, and erosion and sedimentation plans. PCG will also provide easement drawings for the parcels located in the encroachment area of new public utilities, if required. This scope of work includes facilitating permitting services with necessary governmental agencies for issuance of required permitting.

PCG will produce construction specifications for this project and will facilitate the project bid phase. During construction, PCG 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.

PCG will perform survey and design scope above to bid the construction project in May 2021. PCG will perform the Construction Observation scope of cork after award of the construction project contract.

ATTACHMENTS

Community Development Block Grant – Terms and Conditions
Contractor Affidavit and Agreement
Mandatory Section 3 Solicitation Package

FEE ESTIMATE

In accordance with the Master Services Agreement, the project team will complete the tasks detailed above for the following fees:

Survey Services	**$ 1,500.00**
Design	**$ 83,860.00**
Preliminary Engineering Design	*$31,350.00*
Final Design	*$24,750.00*
Drafting	*$22,260.00*
Bid Administration	*$ 5,500.00*
Direct Costs	**$ 40.00**
Construction Observation	**$ 28,500.00**
Construction Observation Direct Costs	**$ 180.00**
	$ 113,900.00

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

AUTHORIZATION

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

City of Griffin, Georgia

Signature:_____

Douglas Hollberg, Jr.
Mayor

Date:_____

Paragon Consulting Group, Inc.

Signature: Brian K Upson

Brian K. Upson, P.E.
Principal

Date: 11-9-21

Attested by:

City of Griffin, Georgia

Signature:_____

Jessica O'Connor
Secretary

Date:_____

Community Development Block Grant – Terms and Conditions

Termination of Contract for Cause (Provision for Remedies). If, through any cause, the ENGINEER shall fail to fulfill in timely manner and proper manner any material obligations under this Contract, or if the ENGINEER shall violate any of the covenants, agreements, or stipulations of this Contract, the RECIPIENT shall thereupon give written notice to the ENGINEER of such failure, violation or breach. If the ENGINEER has not or cannot remedy such failure, violation or breach within ten (10) days of the giving of such notice by the RECIPIENT, the RECIPIENT shall thereupon have the right to terminate this Contract by giving written notice to the ENGINEER of such termination and specifying the effective date thereof, at least ten (10) days before the effective date of such termination. In such event, all finished or unfinished documents, data, studies, photographs and reports prepared by the ENGINEER under this Contract shall, at the option of the RECIPIENT become its property and the ENGINEER shall be entitled to receive just and equitable compensation for any work satisfactorily completed hereunder.

Equal Employment Opportunity. During the performance of this Contract, the ENGINEER agrees as follows:

a. The ENGINEER will not discriminate against any employee or applicant for employment because of race, creed, sex, color, or national origin. The ENGINEER will take affirmative action to ensure that applicants are employed, and that employees are treated during employment without regard to their race, creed, color, sex, or national origin. Such action shall include, but not be limited to, the following: Employment, upgrading, demotion, or transfer; recruitment or recruitment advertising; layoff or termination; rates of pay or other forms of compensation; and selection for training, including apprenticeship. The ENGINEER agrees to post in conspicuous places, available to employees and applicants for employment, notices to be provided by the OWNER setting forth the provisions of this non-discrimination clause.

b. The ENGINEER will, in all solicitation or advertisements for employees placed by or on behalf of the ENGINEER, state that all qualified applicants will received consideration for employment without regard to race, creed, color, sex, and national origin.

c. The ENGINEER will cause the foregoing provisions to be inserted in all subcontracts for any work covered by this Contract so that such provisions will be binding upon each subcontractor, provided that the foregoing provisions shall not apply to contract or subcontracts for standards commercial supplies or raw materials.

d. The ENGINEER will comply with all provisions of Executive Order 11246 of September 24, 1965, and of the rules, regulations and relevant orders of the Secretary of Labor.

e. The ENGINEER will furnish all information and reports required by Executive Order 11246, of September 24, 1965, and by the rules, regulations and orders of the Secretary of Labor, or pursuant thereto, and will permit access to his/her books, records, and accounts by the compliance with such rules, regulations and orders.

f. In the event of the ENGINEER's noncompliance with the noncompliance clauses of this Agreement or with any of such rules, regulations or orders, this Contract ,may be canceled, terminated or suspended in whole or in part and the ENGINEER may be declared ineligible for further Government contracts in accordance with procedures authorized in Executive Order 11246 of September 24, 1965, and such other sanctions may be imposed and remedies invoked as provided in Executive Order 11246 of September 24, 1965, or by rule, regulations, or order of the Secretary of Labor, or as otherwise provided by law.

g. The ENGINEER will include the provisions of paragraphs (a) through (g) in every subcontract or purchase order unless exempted by rules, regulations or orders of the Secretary of Labor issued pursuant to Section 204 of Executive Order 11246 of September 24, 1965, so that such provisions will be binding upon each subcontractor or vendor.

"Section 3" Compliance in the Provision of Training, Employment and Business Opportunities.

(a) The work to be performed under this Contract is on a project assisted under a program providing direct Federal financial assistance from the Department of Housing and Urban Development and is subject to the requirement of Section 3 of the Housing and Urban Development Act of 1968, as amended, 12 USC 170lu. Section 3 requires that to the greatest extent feasible opportunities for training and employment be given lower income residents of the project. Failure to fulfill these requirements shall subject the applicant or OWNER, its contractors and subcontractors, its successor and assigns to those sanctions specified by the grant or loan agreement or contract through which federal assistance is provided, and to such sanctions as are specified by 24 CFR Part 135.

Georgia Energy Code. The ENGINEER does hereby acknowledge and agree that the provisions of the Georgia Energy Code will be considered and included, where applicable.

Architectural Barriers. The ENGINEER hereby acknowledges and agrees that provisions of State and Federal law pertaining to Architectural Barriers will be considered and included, where applicable.

CONTRACTOR AFFIDAVIT AND AGREEMENT

By executing this affidavit, the undersigned contractor verifies its compliance with O.C.G.A. 13-10-91, stating affirmatively that the individual, firm or corporation which is contracting with City of Griffin , Georgia has registered with, is authorized to use and is participating in a federal work authorization program* [any of the electronic verification work authorization programs operated by the United States Department of Homeland Security or any equivalent federal work authorization program operated by the United States Department of Homeland Security to verify information of newly hired employees, pursuant to the Immigration Reform and Control Act of 1986 (IRCA), P.L. 99-603], in accordance with the applicability provisions and deadlines established in O.C.G.A. 13-10-91. The user identification number and the date of authorization for the affiant are set forth below. The undersigned contractor is using and will continue to use the federal work authorization program throughout the contract period.

The undersigned further agrees that, should it employ or contract with any subcontractor(s) in connection with the physical performance of services pursuant to this contract with City of Griffin, Georgia, that undersigned shall require as a condition of such employment or contract that contractor or subcontractor registers and participates in a federal work authorization program to verify information of all newly hired employees. In addition, contractor will secure from such contractor(s) or subcontractor(s) similar verification of compliance with O.C.G.A. 13-10-91 on the Subcontractor Affidavit provided in Rule 300-10-01-.08 or a substantially similar form. Contractor further agrees to maintain records of such compliance and provide a notice of identity of such contractor or subcontractor together with a copy of each such verification to City of Griffin, Georgia within five (5) business days after the time the contractor(s) or subcontractor(s) is retained to perform such service.

239198
E-Verify* User identification Number

08/19/2009
Date of Authorization for Contractor

Paragon Consulting Group, Inc.
Company Name

By: Authorized Officer or Agent

11/17/2021
Date

Corporate Services Director
Title of Authorized Officer or Agent of Contractor

Jason Graham
Printed Name of Authorized Officer or Agent

SUBSCRIBED AND SWORN BEFORE ME THIS
17th DAY OF November, 2021.

Notary Public: Jason Graham
My Commission expires: 7/23/24 (SEAL)

*As of the effective date of O.C.G.A. 13-10-91, the applicable federal work authorization program is "E-Verify" operated by the U.S. Citizenship and Information Services Bureau of the U.S. department of Homeland Security, in conjunction with the Social Security Administration (SSA).