AGENDA
Regular Scheduled Meeting
CITY OF GRIFFIN BOARD OF COMMISSIONERS
April 23, 2024
W. ELMER GEORGE MUNICIPAL HALL
6:00 PM

Present:

Call to order by Mayor Hollberg

Pledge of Allegiance

Invocation

Approval of Agenda

PRESENTATIONS AND DELEGATIONS

1. Presentation of a proclamation for Administrative Professionals Day, April 24, 2024.

2. Presentation of a proclamation for Public Service Recognition Week, May 5-11, 2024.

3. Presentation of a proclamation for Drinking Water Week May 5-11, 2024 and Water Professionals Day, May 4, 2024.

4. Presentation of a proclamation for the 55th Annual Municipal Clerks Week.

CITIZEN COMMENTS

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

PUBLIC HEARINGS

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

5. Receive comments regarding a request for a special use permit for a Daycare Facility in the Planned Commercial Development (PCD) & Medical Overlay District (MOD) for property located at 703 S. 9th Street. *Principal Planner, Michelle Haynes will address.*

6. Receive comments regarding a request to rezone property located at 331 E. Tinsley Street consisting of 0.10 +/- acres from Medium Density Residential (MDR) to Neighborhood Business District (NBD). *Principal Planner, Michelle Haynes will address.*

CONSENT AGENDA

7. Consider the minutes of the City of Griffin Board of Commissioners' Regular Meeting on April 9, 2024.

8. Consider declaring as surplus Unit 1120, an Aries camera trailer. *Director of Stormwater, Ariel Blanton, will address.*

9. Consider purchase of 140 12S Class 200 Itron electric meters from Anixter Power Solutions, sole source, in

the amount of $46,900.00. *Electric Director, Jennifer Freeman, will address.*

REGULAR AGENDA

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

10. Consider a request for a special use permit for a Daycare Facility in the Planned Commercial Development (PCD) & Medical Overlay District (MOD) for property located at 703 S. 9th Street. *Principal Planner, Michelle Haynes will address.*

11. Consider a request to rezone property located at 331 E. Tinsley Street consisting of 0.10 +/- acres from Medium Density Residential (MDR) to Neighborhood Business District (NBD). *Principal Planner, Michelle Haynes will address.*

12. Consider a Resolution to amend the City of Griffin's Fiscal Year 2023-2024 Operating & Capital Budget for Third Quarter housekeeping amendments in the amount of $8,000.00. *Budget Analyst, Angela Thompson will address.*

13. Consider, on first reading, amendments to the Environmental Council ordinance, Code of Griffin, Chapter 42, *Environment*, Section 42, *Environmental Council*. *Staff Attorney, Kelsey Carden, will address.*

14. Consider directing MEAG Power to place 100% of the City's 2023 MEAG Power Year End Settlement refund of $1,228,218.00 into the City's MEAG Municipal Competitive Trust Flexible Operating Account- Short Term Portfolio and authorize execution of the MEAG Power Projects 2023 Year-End Settlement Form by the Mayor and the City Manager. *Electric Director, Jennifer Freeman, will address.*

15. Consider a Statement of Work from KCI Technologies under Master Services Agreement for the Shoal Creek WPCP expansion and upgrade engineering services in the amount of $3,350,000.00, and amend the budget accordingly. *Director of Water and Wastewater, Brandon Lewis, will address.*

16. Consider a Task Order Form with Hazen and Sawyer, under Master Services Agreement, for a budget increase of Construction Management services for the Heads Creek Dam Rehabilitation project in the amount of $360,000.00. *Director of Water and Wastewater, Brandon Lewis, will address.*

17. Consider a Water Sales Agreement with the Pike County Water and Sewerage Authority for the sale of wholesale drinking water. *Director of Water and Wastewater, Brandon Lewis, will address.*

18. Consider an amendment to the intergovernmental agreement with Spalding County regarding the organization and funding of the Griffin-Spalding Business and Tourism Association. *City Manager, Jessica W. O'Connor, will address.*

19. Consider a claim for personal injuries to Roderick Brownlee based upon Ante Litem Notice, dated March 15, 2024. *City Attorney Drew Whalen will address.*

20. Consider a claim by Becki Brown dba Caldwell Cottage for water damages to contents of her business at 119 S. Hill Street, Griffin, GA, on January 22, 2024. *City Attorney Drew Whalen will address.*

21. Consider a claim for personal injury to Henrietta Folds-Jester, based on Ante Litem Notice dated March 27, 2024. *City Attorney Drew Whalen will address.*

22. Consider a claim on behalf of Tehmi L. Wiley for personal injuries based on a letter, styled as a "Timed Demand" from attorney Felicia P. Rowe, dated April 3, 2024. *City Attorney Drew Whalen will address.*

23. Consider a claim for personal injury from Kristy Phillips and companion claim for loss of consortium from her husband Tim Phillips based upon Ante Litem notice(s), dated April 10, 2024. *City Attorney Drew Whalen will address.*

CITY MANAGER'S REPORT

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

CITY ATTORNEY COMMENTS

CITY COMMISSIONER COMMENTS

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

ADJOURN

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

AGENDA ITEM SUMMARY

ITEM SUMMARY:

Presentation of a proclamation for Administrative Professionals Day, April 24, 2024.

SPECIAL CONSIDERATIONS OR CONCERNS:

N/A

STAFF RECOMMENDATION:

N/A

FINANCIAL IMPACT:

N/A

Submitted By:

Susan Bartholomew

Meeting Date:

23/04/2024

Reviewed By:

Jessica O'Connor

ATTACHMENTS:

Administrative Professionals' Day 2024.pdf

Proclamation

Administrative Professionals Day

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

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

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

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

NOW, THEREFORE BE IT RESOLVED,

That the City of Griffin Board of Commissioners does hereby proclaim April 24, 2024 as

"Administrative Professionals Day"

in the City of Griffin, Georgia and urges all citizens to pause to reflect on their contributions and salute all of the skillful, conscientious and efficient administrative professionals who positively contribute to offices within the City of Griffin, as well as dedicate themselves to the administrative profession. We do hereby declare that a copy of this Proclamation be spread upon the minutes of this Board, reflecting that I have hereunto caused the Seal of the City of Griffin to be affixed on this, the twenty-fourth day of April in the year of our Lord two thousand and twenty-four.

_____
Douglas S. Hollberg, Mayor

_____
Jessica W. O'Connor, City Manager

AGENDA ITEM SUMMARY

ITEM SUMMARY:

Presentation of a proclamation for Public Service Recognition Week, May 5-11, 2024.

SPECIAL CONSIDERATIONS OR CONCERNS:

N/A

STAFF RECOMMENDATION:

N/A

FINANCIAL IMPACT:

N/A

Submitted By:
Susan Bartholomew

Meeting Date:
23/04/2024

Reviewed By:
Jessica O'Connor

ATTACHMENTS:
Public Service Recognition Week 2024.pdf

Proclamation

Public Service Recognition Week
May 5-11, 2024

In honor of the millions of public employees at the federal, state, county and city levels

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

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

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

WHEREAS, Public servants include teachers, doctors and scientists; train conductors and astronauts; nurses and safe inspectors; laborers, computer technicians and social workers and countless other occupations. Day in and day out they provide the diverse services demanded by the American people of their government with efficiency and integrity; and

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

WHEREAS, the City of Griffin, Georgia has 445 public service employees who, in partnership with our community, strive to uphold the mission of the City of Griffin to protect and enhance the quality of life by providing a high level of service in an efficient and responsive manner for all citizens.

NOW, THEREFORE
BE IT RESOLVED,

that Board of Commissioners of the City of Griffin does hereby proclaim May 5-11, 2024 to be **Public Service Recognition Week** in the City of Griffin and urges all citizens to recognize the accomplishments and contributions of government employees at all levels.

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

_____
Douglas S. Hollberg, Mayor

_____
Jessica W. O'Connor, City Manager

AGENDA ITEM SUMMARY

ITEM SUMMARY:

Presentation of a proclamation for Drinking Water Week May 5-11, 2024 and Water Professionals Day, May 4, 2024.

SPECIAL CONSIDERATIONS OR CONCERNS:

N/A

STAFF RECOMMENDATION:

N/A

FINANCIAL IMPACT:

N/A

Submitted By:
Susan Bartholomew

Meeting Date:
23/04/2024

Reviewed By:
Jessica O'Connor

ATTACHMENTS:
Drinking Water Week 2024.pdf

Proclamation

Declaring May 5-11, 2024 as Drinking Water Week 2024 and May 4, 2024 as Water Professionals Appreciation Day

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

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

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

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

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

NOW, THEREFORE
BE IT RESOLVED,

that Board of Commissioners of the City of Griffin does hereby proclaim May 5-11, 2024 to be **"Drinking Water Week"** and May 4, 2024 to be **"Water Professionals Appreciation Day"** in the City of Griffin and urges all citizens to support efforts to protect our waters from pollution and practice conservation of this important resource for the continued well-being of present and future generations.

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

_____
Douglas S. Hollberg, Mayor

_____
Jessica W. O'Connor, City Manager

AGENDA ITEM SUMMARY

ITEM SUMMARY:

Presentation of a proclamation for the 55th Annual Municipal Clerks Week.

SPECIAL CONSIDERATIONS OR CONCERNS:

N/A

STAFF RECOMMENDATION:

N/A

FINANCIAL IMPACT:

N/A

Submitted By:
Susan Bartholomew

Meeting Date:
23/04/2024

Reviewed By:
Jessica O'Connor

ATTACHMENTS:
Municipal Clerks Week 2024.pdf

Proclamation

In Celebration of the 55th Municipal Clerks' Week
May 5-11, 2024

WHEREAS, The Office of the Municipal Clerk, a time honored and vital part of local government, is the oldest among public servants, established nationally first in the Plymouth Colony. Early keepers of archives were often called remembrancers or town criers and were necessary, since many were illiterate; and

WHEREAS, The Municipal Clerk, provides the professional link between the citizens, the local governing bodies and agencies of government at other levels; and

WHEREAS, Responsibilities of the Municipal Clerk are diverse and vary greatly from one jurisdiction to another, but mainly focus on documenting Commission meetings and workshops, agendas and minutes, publishing ordinances and resolutions, managing vital records, responding to open records act requests, ethics filings, election qualifying, and pertinent correspondence; and

WHEREAS, The Georgia Municipal Clerks Association, established in 1956 to promote integrity and excellence for Clerks, provides educational curricula, professional development and networking opportunities to strengthen and support Clerks and their image; and

WHEREAS, Municipal Clerks have always pledged to be ever mindful of their neutrality and impartiality, rendering equal service to all, serving as the information center on functions of local government and community, striving continually to ensure administrative excellence.

SO THEREFORE, BE IT RESOLVED That in honor of Municipal Clerks Week, the City Commission recognizes our Municipal Clerk and Assistant Clerk, and at the same time urges the citizens of the City of Griffin to support said Clerks and extend appreciation for the vital service they perform for our citizenry. We hereby declare that a copy of this Proclamation be spread upon the minutes of the proceedings of this Board, reflecting the Seal of the City of Griffin to be affixed on this, the day 23rd of April in the year of our Lord two thousand and twenty-four, declaring the week of May 5-11, 2024, shall be proclaimed to be

Municipal Clerks Week 2024

_____
Douglas S. Hollberg, Mayor

_____
Jessica W. O'Connor, City Manager

AGENDA ITEM SUMMARY

ITEM SUMMARY:

Receive comments regarding a request for a special use permit for a Daycare Facility in the Planned Commercial Development (PCD) & Medical Overlay District (MOD) for property located at 703 S. 9th Street. *Principal Planner, Michelle Haynes will address.*

SPECIAL CONSIDERATIONS OR CONCERNS:

The applicant, Bernetta Walker-Phillips, is seeking approval of a Special Use Permit for a Daycare Facility at 703 S 9th Street. Ms. Walker-Phillips, owner of Infinite Hope Academy, believes this location will foster a thriving and vibrant local program that supports early start children suffering with mild cases of autism, Attention Deficit Hyperactivity Disorder (ADHD), and Specific Learning Disability (SLD). This parcel is in the Planned Commercial Development (PCD) zoning district and is also located within the Medical Overlay District (MOD). A Daycare Facility is a permitted use in Planned Commercial Development; however, this type of facility is only allowed in the Medical Overlay District through the approval of a Special Use Permit.

STAFF RECOMMENDATION:

Staff recommends APPROVAL of the Special Use Permit (24-SUP-01) submitted by Bernetta Walker-Phillips to allow for a Special Use Permit for a daycare facility located at 703 S 9th Street.

At its meeting on April 15th, 2024, the Planning & Zoning Board recommend approval 4-0.

FINANCIAL IMPACT:

N/A

Submitted By:
Chad Jacobs

Meeting Date:
23/04/2024

Reviewed By:
Jessica O'Connor

ATTACHMENTS:
Application; 703 S 9th St.pdf
703 S 9th Street SU Staff Report.pdf

PLANNING AND DEVELOPMENT SERVICES DEPARTMENT

SPECIAL USE QUESTIONNAIRE

Date Submitted: 2-23-24 Application Number: 24-SUP-01

Applicant Name: Bernetta Walker-Phillips

Address of Property: 703 S. 9th street

Tax Map, Block and Lot Number: _____

Applicable Zoning Ordinance Section: _____

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

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

B. Please provide written answers to the following questions to justify a Request for Special Use:

1. What is the Special Use being requested and why is it necessary to the development of the identified property?
2. Explain the proposed ingress and egress to the property and buildings with reference to vehicular and pedestrian safety, traffic flow and emergency vehicle access; what parking is available and how will it affect adjoining streets?
3. What are the proposed days and hours of operation of the proposed use and will any outdoor lighting be utilized?
4. For uses involving public access assemblies, such as churches, auditoriums, theatres, meeting halls, restaurants and similar places, explain how the proposed use will meet the required fire, life safety and health code.
5. Detail utilities to the property and provide the names of the providers noting their location and availability (water, sanitary sewer, electric, gas, refuse, etc.)
6. What screening buffers are being proposed with reference to location, type, dimension, and character?
7. Are there any signs proposed? Please provide their location, lighting method, material type, size and compatibility with the surrounding properties.
8. Explain how the proposed use is compatible with the existing uses in the surrounding neighborhood.
9. Will the proposed use constitute a nuisance or hazard or otherwise adversely affect the public interest because of the number of people attending or using the facility, noise, fumes generated, or type of physical activity?

PLANNING AND DEVELOPMENT SERVICES DEPARTMENT

APPLICATION FOR SPECIAL USE

Date Received: 2-23-24 Application Number: 24-SUP-01

Applicant: Bernetta Walker Phillips Telephone Number: 6787726223

E-mail Address: Bwalkerphillips195@gmail.com

Address: 703 S 9th street Griffin GA 30224

Project Name/Description: Daycare

Address/Location: 703 S. 9th street Griffin GA 30224

Tax Map_____ Block_____ Lot Number_____

Zoning_____ Parcel(s) Size:_____ (acres or square feet)

Applicant is: Property Owner_____ Engineer:_____ Architect:_____

Realtor:_____ Other: tenant

Application fee amount:_____

Paid by: _____ Check (check #_____) _____Cash

_____Cashier's Check _____ Other

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

Bernetta Walker Phillips Date: 19 Feb 2024

Signature of Applicant (or authorized representative)

PLANNING AND DEVELOPMENT SERVICES DEPARTMENT

OWNER'S AUTHORIZATION

This is to certify that: ~~Bernetta Walker Phillips~~ KODEV GROUP LLC

(Name of Applicant, Property Owner, or other Representative)

The person named above is the Owner or Representative of the Owner holding interest in the property that is the subject of the attached application.

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

___	Rezoning	___	Minor Site Plan
✓	Special Use Request	___	Preliminary Site Plan
___	Variance Request	___	Final Site Plan/ Subdivision Plat

Applicant: Demetrius Phillips and Bernetta Walker Phillips Telephone Number: 678 772 6223

Address: _____

_____ Date: 2/23/24

Signature of Owner

~~Pakitta Elizabeth Moore~~ Date: 2/23/24

Signature of Representative

Pakitta Elizabeth Moore

Notary Signature and Seal

Commission expiration date: August 15, 2026

PAKITTA ELIZABETH MOORE NOTARY PUBLIC CLAYTON COUNTY, GEORGIA MY COMMISSION EXPIRES AUGUST 15, 2026

PLANNING AND DEVELOPMENT SERVICES DEPARTMENT
CONFLICT OF INTEREST DISCLOSURE

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

____ Yes _V_ No

If yes, please complete the following section:

Name and Official Position of Government Official:

_____

Please list the Date and Amount of Contribution(s) (List all which aggregate $250.00 or more)

_____

_____

_____

Bernetta Walker-Phillips Date: 2-19-24
Signature of Applicant

Bernetta Walker-Phillips
Printed Name

_____ Date: _____
Signature of Applicant's Attorney or Representative

_____
Printed Name



DBA INFINITE HOPE ACADEMY

1.0 Executive Summary

The Dream School Inc. seeks to DBA as Infinite Hope Academy. Infinite Hope Academy will operate a full daycare at 703 S 9th Street, Griffin, GA 30224. We believe that a daycare at this location will profoundly influence and uplift children and families in the community in multiple ways. Infinite Hope Academy will provide an exceptional educational experience for our students with a STEM-themed curriculum that harnesses the magic of science, technology, engineering, and math and incorporate arts, food health, and some Electroencephalography referrals i.e. EEG which can expand the limits of STEM education and application.

We will use our experience to catalyze positive change in the surrounding area. This request will not be detrimental to the use of the development of the adjacent properties or the general neighborhood to adversely affect the health safety or general welfare of citizens. Approving Infinite Hope Academy to do business in this location, will assist in fostering a thriving and vibrant local program that support early start children suffering with mild cases of autism, ADHD, and SLD. Through a partnership with the community of Griffin, the Academy will help to re-engage the community and breathe life back into it, enabling those at-risk children to thrive. We believe in making program engagement simple and mutually beneficial, allowing partners to focus on what truly matters–impacting lives via the power of servant leadership having only positive expectations, and inclusive, uplifting messages with the next generation.

Key advantages of a partnership include the potential for both nourishment growth and giving back to the community. Young children will receive an educational advantage entering elementary school with higher IQ scores than children in their peer groups, better behaviors, attitudes and self-esteem. In addition, our services will continue far beyond daycare. We will also provide before and aftercare which include tutoring, lifestyle skills coaching, and mentorship programs designed to deter students from becoming at-risk. Our presence will greatly assist in reintegrate summer camp programs into the community by providing a safety net for children eliminating fatalities, injuries, child abuse, hunger, an exceptional camp experience for children; destined to make an integrative, positive impact on them and their families – along with adult and youth staff – ripples outward, strengthening bonds in the community and fostering togetherness.

The Dream School invites the city of Griffin to join us in our mission to uplift families and grow community engagement while making a profound impact on a range of stakeholders in the local community. This location (703 S 9th street) has familiarities Together, we believe that our program offers a path to a vibrant, relevant student who embraces change while simultaneously addressing the challenges of reaching the community with daycare that not only provides tutoring, mentorship, and lifestyle skills opportunities but

summer jobs for youth. With partnership, we can stand united and empower each other to spread hope, love, and transformation.

1.1. Building Overview

Infinite Hope Academy will operate in an approximately 2600-square-foot building with four classrooms, and two bathrooms. We met with the Fire marshal, Mr. Michael Thompson, and were advised what is necessary to bring the building to code for a daycare center. Upon your approval to do business at Infinite Hope Academy, we will hire Patriot Fire Inc., who will submit a permit and install a sprinkler system in the building to meet all fire codes for occupancy and TJ Construction to complete any necessary remodeling in the building to ensure that the bathrooms, and dining hall meet the rules and regulations support centers and licensed childcare programs. In addition, a request/permit to install a fence and a playground area on the property. Upon approval, we will clear an area of trees on the property to design a playground, adding a fence to meet the outdoor space for children to play, exercise, and collaborate. Our playground will be essential in fostering play and collaboration with children's overall health. We will build a playground that promotes a healthy learning environment. Our first goal is to create an infinite area that meets all county and state mandatory requirements for daycares/the children we serve by installing playground equipment that is 102' x 76' (31.39m x 23.26m) and a max fall height of 91' (2.31m. The playground accommodates age-specific from 2-5 years old and 5-12 years old. Furthermore, Cameras have been installed in each classroom and 360 around the building to create a safe space for the children we will serve. Though there is no kitchen in the building, healthy meals will be catered by TOOTRIS LLC, a private school lunch delivery program. This request will not adversely affect the existing property, businesses, in the community adjacent to the property. The location, daycare itself will not attract unnecessary traffic, due to the building size and occupancy use and its hours of operation. The lot has sufficient parking to accommodate the number employees and customers to enter and exit the parking lot without causing double parking, delays, not cause congestion or prohibit the flow of traffic; furthermore, ensure to provide a parking attendant during and special events such and drop off or pick up to prevent any unforeseen inconvenience to others. There are sixteen elementary schools within six miles from 703 S 9th Street that may benefit from the services, The Academy has to offer. There are five daycares in the surrounding district (703 S 9th Street), though they're daycares many of the may not offer the same services such are ADHD, SLD strengthening, exercise program for children with Autism spectrum disorder The Infinite Hope Academy proposes to the community.

1.1.1. Revenue Generation Summary

The Infinite Hope Academy daycare is directly linked to the number of students enrolled. Each child's participation incurs a program cost of $150 paid for through community grants for families eligible for the

funding. Consequently – for every week of the program –total revenue amounts to $7500. Across the entire yearly, weekly, and daily programs, the projected revenue reaches $360,000 yearly. Conducting thorough financial planning and regularly monitoring the program's budget will also enable youth to earn funds during the summer to eliminate poverty in the griffin youth community.

1.1.2. Staffing & Operations Summary

In this venture, The Dream School plans to employ five adult teachers for the daily run of the school ten educational professionals for tutoring, mentorship, and lifestyle skills coaching, and 10 youth to assist with the summer camp program to ensure well-run, enriching experiences for participants: creating summer jobs for youth in the community. We are leasing the property for $1,550 per month, making efficient use of their space and generating returns to the property owners. With a well-organized team and sound financial planning, we are optimistic that this venture will not only be financially rewarding but also fulfill our primary goal of providing a nurturing and educational experience for all the participants involved.

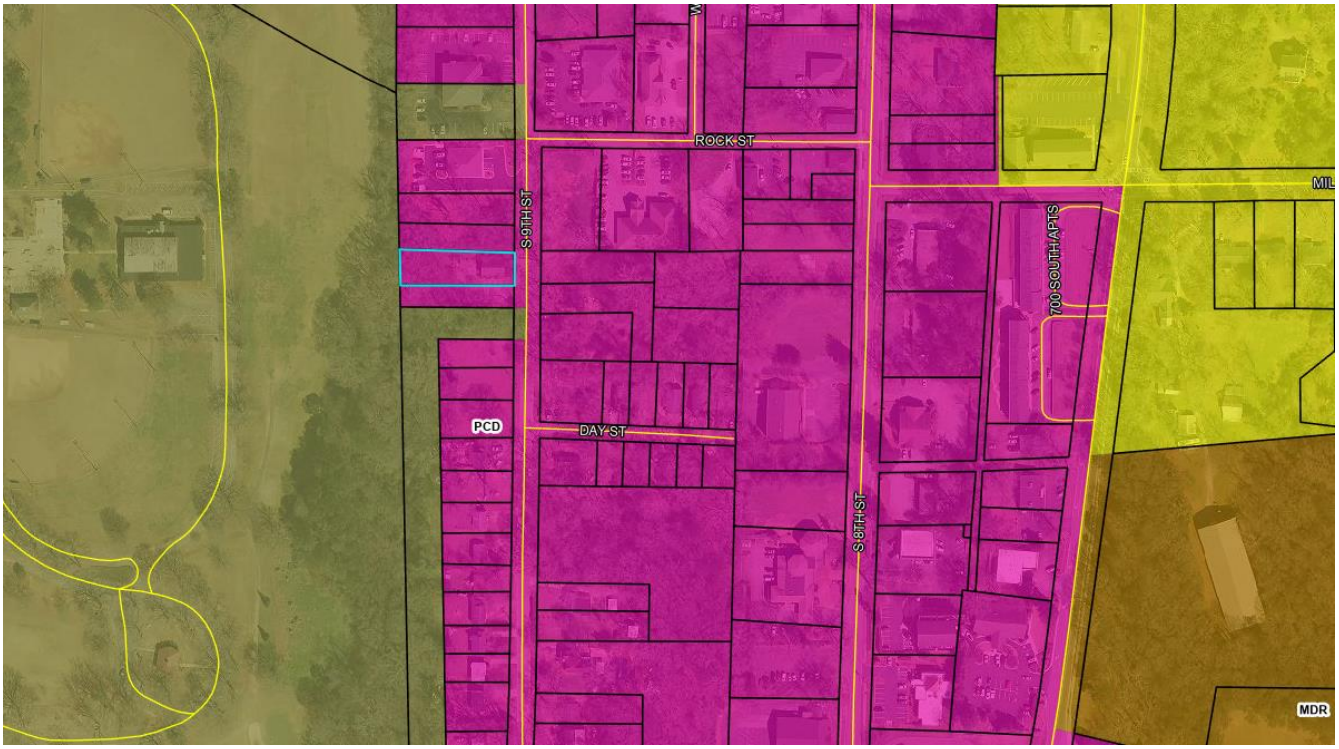


The staffing needs for The Dream School's camp will be determined by the number of students registered. The ideal ratio is one adult for every 10 participants, but we seek to predominantly employ youth workers in the Dream Team. This approach not only minimizes the requirement for additional adult workers but also nurtures and empowers youth – helping them become more financially literate, intelligent, studious, and ultimately productive citizens. To optimize our proposed staffing arrangement, The Dream School will focus on recruiting motivated and responsible workers who possess strong leadership skills and a genuine passion for helping and mentoring others. Investing in proper training and development for youth workers will further enhance their abilities to guide and mentor camp attendees effectively. As for the duration of

The Dream School's daycare, mentorship, and lifestyle skills programs, will run year-round, the before and after care will run during the public-school year, and finally the summer program, is envisioned to run for a period of 11 – 12 weeks, which will be adjusted based on the length of the corresponding school break. Our program will not constitute a nuisance or a hazard that will adversely affect the publics interest. We seek to educate young children that may have or had a late start and have been adversely affected by the Undiscovery of their disabilities; leading to productive children and produce fewer unfortunate situations on families. This extended timeframe allows us to offer comprehensive, enriching programs, maximizing the summer camp's impact on the participating students, their families, and the community at large.

703 South 9th Street
Special Use Permit Request
File No. 24-SUP-01

Applicant: Bernetta Walker-Phillips
Owner: KODEO Group LLC



Land Use Classification	Commercial
Current Zoning	Planned Commercial Development / Medical Overlay District
Proposed Use	Commercial – Daycare Center
Parcel Size	.37/- Acres
Tax Map, Block and Lot No.	031 01004
Planning and Zoning Board	Earle Shivers District 3
City Commission	Holly Murray District 3
Citizen Notification	Legal notice was run in the March 30, 2024 edition of the Griffin Daily News for the Planning & Zoning Meeting and for the City Board of Commissioners Public Hearing. A sign was placed on the proposed property illustrating the purpose, date and time of both meetings on , March 20,2024.

Proposal:

The applicant, Bernetta Walker-Phillips is seeking approval of a Special Use Permit for a Daycare Facility at 703 S 9th Street. Ms. Walker-Phillips, owner of Infinite Hope Academy, believes this location will foster a thriving and vibrant local program that supports early start children suffering with mild cases of Autism, Attention Deficit Hyperactivity Disorder (ADHD), and Specific Learning Disability (SLD). This parcel is in the Planned Commercial Development (PCD) zoning district and is also located within the Medical Overlay District (MOD). A Daycare Facility is a permitted use in Planned Commercial Development; however, this type of facility is only allowed in the Medical Overlay District through the approval of a Special Use Permit.



Zoning Ordinance Sections applicable to this Application:

The following sections of the City of Griffin Unified Development Code (UDC) apply to the Special Use permit request:

Article 406	Special Use Permit Provision
Article 408	Public Hearing
Article 503D 3	Day Care Facility
Article 714	Planned Commercial Development
Article 724	Medical Overlay District

Article 406 Special Uses:

ALL PROPOSED SPECIAL USES FOR PROPERTY SHALL BE EVALUATED IN LIGHT OF THE FOLLOWING STANDARDS:

1. IT MUST NOT BE DETRIMENTAL TO THE USE OR DEVELOPMENT OF THE ADJACENT PROPERTIES, OR TO THE GENERAL NEIGHBORHOOD SO AS TO ADVERSELY AFFECT THE HEALTH, SAFETY OR GENERAL WELFARE OF CITIZENS;

   FINDINGS: Upon review and evaluation of the applicant's request, Planning Staff cannot find any detrimental impacts on the development of adjacent properties, or to the general neighborhood so as to adversely affect the health, safety, or general welfare of citizens.

2. IT MUST NOT ADVERSELY AFFECT EXISTING PROPERTY AND USES AND IT MUST BE PROPOSED TO BE PLACED ON A LOT OF SUFFICIENT SIZE TO SATISFY THE SPACE REQUIREMENTS FOR THE USE;

   FINDINGS: This use will not adversely affect existing property and uses. The structure will consist of four (4) classrooms and two (2) bathrooms. There is no kitchen on site so meals will be catered by TOOTRIS, LLC, a private school lunch delivery program. Upon approval, a fire sprinkler system will be installed and other necessary building improvements made based on a conversation with the Griffin Fire Marshal and requirements of the International Building Code.

   There is adequate parking for the use as only three (3) parking spaces are required. There is a driveway to provide ingress/egress onto South 9th St. Parents will be able to safely enter the parking lot, drop off or pick up the children, and then exit the lot. A fence will be added to the property to enclose playground equipment. Two sets will be installed. One set will be for children ages 2-5 and the other set for children ages 6-12. Cameras have been installed inside the building in each classroom and completely around the outside of the building to create a safe space for the children, teachers, and other staff.

3. GENERAL COMPATIBILITY OF THE PROPOSED SPECIAL USE WITH ADJACENT PROPERTIES AND OTHER LAND USES IN THE GENERAL AREA.

   FINDINGS: The applicant's proposed use as a daycare facility is compatible with the adjacent properties and land uses within the area. The subject property is located on a local street that is not a main corridor so traffic is not as busy as 8th St or Hill St. The area has predominately commercial uses; however, there are addresses in this area of town which are in the PCD zoning district and the Medical Overlay District, but have residential uses.

   One of the main focuses of this facility will be to provide services such as ADHD learning strategies/accommodations, SDL strengthening, and exercise programs for children with Autism Spectrum Disorder. Although no medical related care will

be administered as part of the program, the learning environment will be adapted to meet the needs of any and all children that will attend the Infinite Hope Academy.

4. THE PROPOSED USE WILL NOT CONSTITUTE A NUISANCE OR HAZARD OR OTHERWISE ADVERSELY AFFECT THE PUBLIC INTEREST BECAUSE OF THE NUMBER OF PERSONS WHO MAY NORMALLY BE EXPECTED TO USE SUCH FACILITY OR TYPE OF PHYSICAL ACTIVITY.

   FINDINGS: The proposed use will not constitute a nuisance or hazard or otherwise adversely affect the public interest because of the number of persons who may normally be expected to use such facility.

5. AFTER CONSIDERATION OF THE APPLICATION AND THE FACTS, AND THE STANDARDS FOR EXERCISING ZONING POWER CONTAINED IN SECTION 405, THE BOARD OF COMMISSIONERS MUST DETERMINE THAT THE STANDARDS ARE SATISFIED SUCH THAT THE BENEFITS OF AND NEED FOR THE PROPSED SPECIAL USE OUTWEIGH ANY POSSIBLE HARMFUL EFFECTS, NEGATIVE IMPACTS, OR DAMAGES TO THE NEIGHBORING PROPERTIES OR THE CITY IN GENERAL. IN MAKING THIS DETERMINATION, THE BOARD OF COMMISSIONERS MAY CONSIDER THE EFFECTS OF THE PROPOSED USE ON TRAFFIC FLOW, PUBLIC INFRASTRUCTURE AND SERVICES, AVAILABILITY OF OFF-STREET PARKING, HOURS AND MANNER OF OPERATION OF PROPOSED USE, OUTDOOR LIGHTING, SIGNAGE, INGRESS AND EGRESS OF THE PROPERTY, THE PEACEFUL ENJOYMENT OF PRIVATE PROPERTY IN THE COMMUNITY, AND OTHER RELEVANT FACTORS.

   FINDINGS: The proposed use will not have a harmful effect, negative impact, or cause damage to the neighboring properties or the city in general. There is proper ingress and egress at this location and the use should not affect traffic flow. All parking is off-street and there has been no proposed signage submitted at time of application. Emergency vehicles will have easy access to the location and building should the children, teachers, or staff require emergency services.

6. THE APPLICANT MUST MEET ALL SPECIFIC REQUIREMENTS ESTABLISHED IN THIS ORDINANCE FOR THE PARTICULARIZED SPECIAL USE REQUESTED, INCLUDING DESIGN TREATMENTS REQUIRED BY ARTICLE 5 AND 6.

   FINDINGS: The request for a Special Use Permit to allow a daycare facility is compliant with all of the Special Use Permit provisions under the City of Griffin Unified Development Code. The applicant will also be required to meet the specific requirements established by Article 503 D 3 which are as follows:

   1. All regulated facilities shall comply with the state regulation and acquire applicable state licenses for operation

2. Each child day care facility shall provide no less than 35 square feet of indoor play area for each child, based on maximum permissible enrollment

3. Each child day care facility shall provide no less than 100 square feet of outdoor play area for each child, based on maximum permissible enrollment

Planning Staff's Comments:

The applicant, Bernetta Walker-Phillips is seeking approval of a Special Use Permit for a Daycare Facility at 703 S 9th Street. Ms. Walker-Phillips, owner of Infinite Hope Academy, believes this location will foster a thriving and vibrant local program that supports early start children suffering with mild cases of autism, Attention Deficit Hyperactivity Disorder (ADHD), and Specific Learning Disability (SLD). This parcel is in the Planned Commercial Development (PCD) zoning district and is also located within the Medical Overlay District (MOD). A Daycare Facility is a permitted use in Planned Commercial Development; however, this type of facility is only allowed in the Medical Overlay District through the approval of a Special Use Permit.

Planning Staff's Recommendation:

Staff recommends **APPROVAL** of the Special Use Permit (24-SUP-01) submitted by Bernetta Walker-Phillips to allow for a Special Use Permit for a daycare facility located at 703 S 9th Street.

Submitted by:
Michelle Haynes
Principal Planner
Planning and Development Services

AGENDA ITEM SUMMARY

ITEM SUMMARY:

Receive comments regarding a request to rezone property located at 331 E. Tinsley Street consisting of 0.10 +/- acres from Medium Density Residential (MDR) to Neighborhood Business District (NBD). *Principal Planner, Michelle Haynes will address.*

SPECIAL CONSIDERATIONS OR CONCERNS:

The applicant, Brenin Mobley, is requesting a zoning change from Medium Density Residential (MDR) to Neighborhood Business District (NBD). Since the previous use was commercial and the zoning is Medium Density Residential, (MDR), the property is considered non-conforming. The applicant would like to keep the use commercial for the property. In order to do so, they need to change the zoning from Medium Density Residential, (MDR) to Neighborhood Business District, (NBD). By changing the zoning, this will also change the property from a non-conforming use to a permitted use. The subject property is currently located at 331 East Tinsley Street on a 0.10 + acre tract of land and the rezoning would apply to 0.10 + acres.

STAFF RECOMMENDATION:

Planning staff recommends APPROVAL of the request (24-REZ-01) to rezone 0.10+/- acres tract of land located at 703 East Tinsley Street from Medium Density Residential to Neighborhood Business District.

At its April 15th, 2024 meeting, the Planning & Zoning Board recommend approval 4-0.

FINANCIAL IMPACT:

N/A

Submitted By:
Chad Jacobs

Meeting Date:
23/04/2024

Reviewed By:
Jessica O'Connor

ATTACHMENTS:
24-REZ-01; 331E Tinsley St.pdf
Rezoning Ordinance 24-REZ-01, 331 E Tinsley St - NBD.pdf
24-REZ-01 331 E Tinsley St Staff Report.pdf

PLANNING AND DEVELOPMENT SERVICES DEPARTMENT
APPLICATION FOR REZONING

Date Received: 2-23-24 Application Number: 24-RE2-01

Instructions for Applicant:

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

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

Rezoning Application Submission Requirements:

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

CITY ACTIONS:

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

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

PLANNING AND DEVELOPMENT SERVICES DEPARTMENT
APPLICATION FOR REZONING

Date Received: 2-23-24 Application Number: 24-REZ-01

Applicant/Agent/Representatives Name:
Brenin Mobley

Address: 408 North Pine Hill Road

City: Griffin State: GA Zip: 30223

Telephone Number(s): 404-512-8787 Email: Brenin.mobley@gmail.com

Project Name/ Description: East Tinsley Store

Address: 331 East Tinsley Street, Griffin, GA 30223

Parcel Number(s): 007 06033 Current Zoning: MDR Parcel(s) Size: 4,356

FLUM/Character Area _____ Requested Zoning NBD

Property Owner Name: Tomeka Duffey and Vincent Clayton Gilmore Jr.

Address: 164 Westin Park Drive

City: Locust Grove State: GA Zip: 30248

Telephone Number(s): 770-898-9149 Email: Tomekaupscale@yahoo.com

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

Applicant Signature | Brenin Mobley Printed Name | 2/23/24 Date

Applicant Name: East Tinsley Store

PLANNING AND DEVELOPMENT SERVICES DEPARTMENT
APPLICATION FOR REZONING

Date Received: 2-23-24 Application Number: 24-RE2-01

Project Name/ Description: East Tinsley Store

Address: 331 East Tinsley Street, Griffin, GA 30223

Requested Zoning & Ordinance Section: NBD / 711

The following information must be submitted with the Rezoning Application:

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

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

1. Tax Map

2. This property, located at 331 East Tinsley Street, Griffin, GA 30223, was previously utilized as a convenience store and deli.

3. Parcel ID/Tax ID: 00706033, AlterNet Parcel ID: 1108, 331 East Tinsley Street, Griffin, GA 30223-3243

4. Georgia MLS Listing

5. Upgrades include replacing the facia board and interior drop ceiling panels.

6. Georgia MLS

7. The current MDR zoning will be replaced with NDB zoning.

8. Current owner: Tameka Duffey

9. The property size is 1025 square feet.

10. Application date: 2/23/2024

11. No

PLANNING AND DEVELOPMENT SERVICES DEPARTMENT
APPLICATION FOR REZONING

Date Received: 2-23-24 Application Number: 24-REZ-01

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

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

1. The adjacent property is currently zoned as MDR.

2. Affirmative

3. Affirmative

4. There is a strong public demand for a conveniently located grocery store at this property, especially for the elderly residents in the vicinity. After speaking with several neighbors, it is clear that they eagerly anticipate the return of a convenience store and deli to this location. The only challenge lies in the current vacant state of the property.

5. The property is suitable for the intended rezoning purpose.

6. The proposed use of the property is harmonious with the surrounding properties, considering its previous operation under a similar use.

7. There are no environmental, historic, cultural, or aesthetic concerns associated with the property that would impede the rezoning proposal.

8. There have been no recent changes in the conditions of the property or its surroundings.

9. According to public records, the property was sold on 2/21/2021 and has remained vacant for three years.

PLANNING AND DEVELOPMENT SERVICES DEPARTMENT
APPLICATION FOR REZONING

Date Received: 2-23-24 Application Number: 24-REZ-01

OWNER'S AUTHORIZATION

TOMEKA DUFFEY &

This is to certify that: VINCENT CLAYTON GILMORE JR. is the Property Owner or Legal Representative of the Owner holding interest in the property that is the subject of the attached application.

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

☒ Rezoning ☐ Variance ☐ Special Use

☐ Development Plan ☐ Plat Approval ☐ Temporary Use

Applicant Name: Brenin Mobley

Tomeka Duffey	Tomeka Duffey	2/22/24
Property Owner Signature	Printed Name	Date
Vincent Clayton Gilmore Jr.	Vincent Clayton Gilmore Jr.	2/22/24
Property Owner Signature	Printed Name	Date
Legal Representative Signature	Printed Name	Date

Notary Signature

Seal:

MONICA ALEJANDRA BERNAL
My Commission Expires
NOTARY PUBLIC
January 31, 2026
HENRY COUNTY, GEORGIA

Commission Expiration Date: January 31, 2026

Monica Alejandra Bernal

Griffin

PLANNING AND DEVELOPMENT SERVICES DEPARTMENT
APPLICATION FOR REZONING

Date Received: 2-23-24 Application Number: 24-REZ-01

CONFLICT OF INTEREST DISCLOSURE

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

☐ Yes ☒ No

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

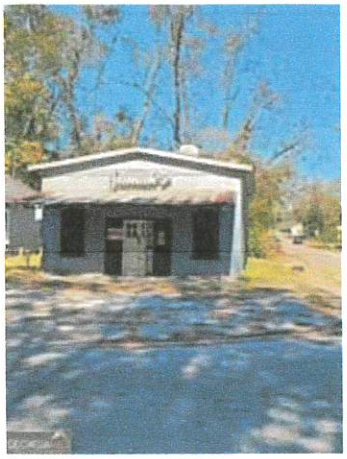
- Name and position of Government Official:

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

Brenin Mobley — Applicant Signature

Brenin Mobley — Printed Name

2/22/24 — Date



GAMLS No.:	20157228	**On Market Date:**	11/09/2023
Property Type:	Commercial Sale	**List Price:**	$78,000
Address:	331 E Tinsley Street Griffin, GA 30223	**LP/SQFT:**	$0
Complex :	Fairmount	**Off Market Date:**	
Status:	Active	**Projected Close:**	
Own Condition:		**Days On Market:**	105

PROPERTY INFORMATION

County:	Spalding	**Total SQFT:**	0
Tax ID:	007 06033	**Year Built:**	1928
Tax Records:	View	**Property Condition:**	Resale
Total Building Area:	1025	**Total Acres:**	0.100 Acres
Annual Taxes:	$798	**Zoning:**	Commercial Convenience Store
Tax Year:	2022		
Ownership:			

Public Remarks: Historic brick convenience store with full kitchen on a busy corner lot with store front parking. Sold AS/IS. Everything is fully functional. ALL UTILITIES will be cut on for inspection during Due Diligence.

Private Remarks: Vacant, Supra on front door Everything is fully functional. ALL UTILITIES will be cut on for inspection during Due Diligence.

Office Remarks:

Showing Instr: 24 Hour Access,Courtesy Call - Leave Msg,Use Showing Time,Vacant

Lock Box Type: GAMLS/FMLS - Supra

Directions: Intersection of E Tinsley Street and N 4th Street NW corner

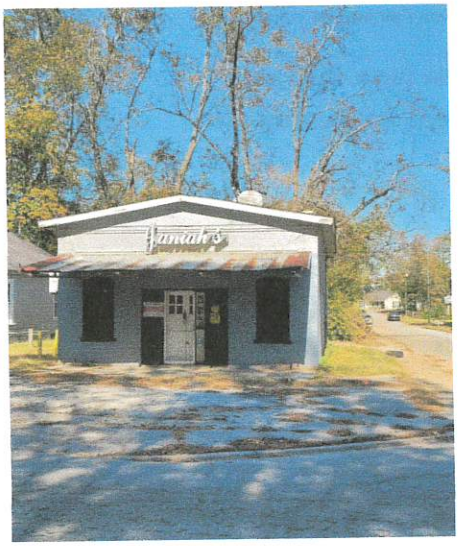
FEATURES

CI Features:		**Location:**	Corner Lot,City Lot,Level
Cooling:	Central Air	**Road Frontage:**	0
Construction:	Block,Brick	**Roof:**	
Farm Buildings:	1	**Square Feet:**	0
Floor Type:		**Utilities:**	Electricity Available,Natural Gas Available,Sewer Available,Phone Available,Water Available
Heating Source:	Natural Gas,Electric,Central		

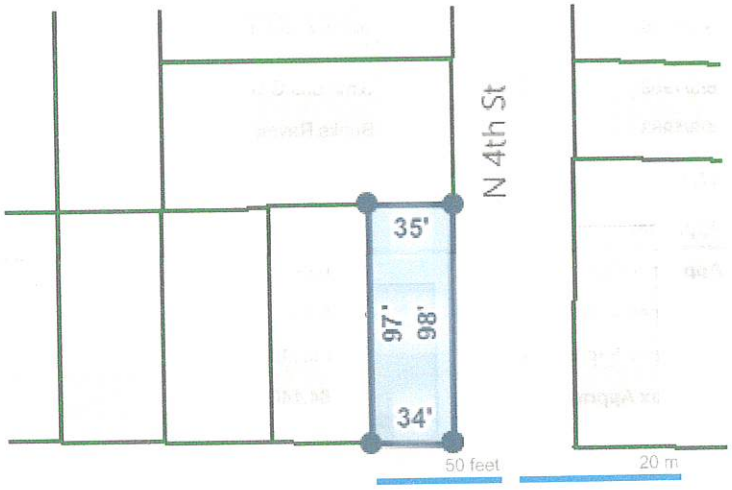
OTHER INFORMATION

GEORGIAMLS
REAL ESTATE SERVICES

Monday, February 19, 2024



Next



© 2024 TomTom, © 2024 Microsoft Corporation, © OpenStreetMap

LOCATION

Property Address	331 E Tinsley St Griffin, GA 30223-3243
Subdivision	Fairmount
County	Spalding County, GA

GENERAL PARCEL INFORMATION

Parcel ID/Tax ID	007 06033
Alternate Parcel ID	1108
Account Number	
District/Ward	Griffin
2020 Census Trct/Blk	1608/1
Assessor Roll Year	2022

PROPERTY SUMMARY

Property Type	Commercial
Land Use	Commercial Lot
Improvement Type	Convenience Stores
Square Feet	1025

CURRENT OWNER

Name	Duffey Tomeka Gilmore Vincent Clayton Jr
Mailing Address	164 Westin Park Dr Locust Grove, GA 30248-2082

SCHOOL ZONE INFORMATION

Moore Elementary School	0.3 mi
Elementary: Pre K to 5	Distance
Kennedy Road Middle School	1.6 mi
Middle: 6 to 8	Distance
Spalding High School	2.4 mi
High: 9 to 12	Distance

SALES HISTORY THROUGH 01/26/2024

Date	Amount	Buyer/Owners	Seller	Instrument	No. Parcels	Book/Page Or Document#
2/22/2021		Duffey Tomeka & Gilmore Vincent Clayton Jr	Duffey Tomeka	Warranty Deed		4703/231 2021-000581
2/22/2021	**$60,000**	Duffey Tomeka	Janiah Healthcare Inc	Warranty Deed		4703/229 2021-000580
12/14/2012		Janiah Healthcare Inc	Freeman Stephanie Odom & Freeman Jeffery Jerome	Quit Claim Deed	14	3692/55 2012-003153
2/12/2009		Freeman Stephanie	Collier Gregory	Quit Claim		3332/117
6/14/2004	$40,000	Collier Gregory & Stephanie Odom	Maccj Rental Properties LLC	Fair Market - Improved		2508/3
9/12/2003	$48,000	Maccj Rental Properties LLC	Ibrhim Adem	Fair Market - Improved		2364/252
4/4/2002		Ibrhim Adem	Yusuf Rhana & Ibrhim Adem	Quit Claim		2178/321

NO. 24 -

AN ORDINANCE

AN ORDINANCE AMENDING THE OFFICIAL ZONING MAP OF THE CITY OF GRIFFIN, GEORGIA SO AS TO RECLASSIFY THE DISTRICT DESIGNATION OF THE SUBJECT PROPERTY (SPALDING COUNTY TAX PARCELS 007 06033) AND TO AUTHORIZE THE ZONING ADMINISTRATOR TO AMEND THE OFFICIAL ZONING MAP ACCORDINGLY; TO ESTABLISH AN EFFECTIVE DATE; AND FOR OTHER PURPOSES.

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

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

Applicant: Brenin Mobley
Owner: Tomeka Duffey and Vincent Gilmore, Jr.
Properties: Spalding County Tax Parcel 007 06033, (0.10 +/- acres) located at 331 E. Tinsley Street.

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

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

Public Hearing and Reading: Tuesday, April 23, 2024

331 East Tinsley Street
REZONING REQUEST
(Project No. 24-REZ-01)

Applicant: Brenin Mobley
Owner: Tomeka Duffey and Vincent Clayton Gilmore, Jr.



Current Land Use Classification	Commercial
Current Zoning	Medium Density Residential
Proposed Zoning	Neighborhood Business District
Character Area	Redevelopment Area
Proposed Use	Commercial
Parcel Size	0.10 +/- acres
Map, Block & Lot Number	Map 007 Block 06 Lot 033
Planning & Zoning Board	April 15, 2024
City Commission	April 23, 2024
City Commission Member	District 2 Rose Curtis
Planning Board Member	District 2 Kenda Amin
Citizen Notification	Legal notice was run in the March 30, 2024 edition of the Griffin Daily News for the Planning & Zoning Meeting and for the City Board of Commissioners Public Hearing. A sign was placed on the proposed property illustrating the purpose, date and time of both meetings on March 20, 2024.

Proposal/Site Location:

The applicant, Brenin Mobley, is requesting a zoning change from Medium Density Residential (MDR) to Neighborhood Business District (NBD). Since the previous use was commercial and the zoning is Medium Density Residential, (MDR), the property is considered non-conforming. The applicant would like to keep the use commercial for the property. In order to do so, they need to change the zoning from Medium Density Residential, (MDR) to Neighborhood Business District, (NBD). By changing the zoning, this will also change the property from a non-conforming use to a permitted use. The subject property is currently located at 331 East Tinsley Street on a 0.10 ± acre tract of land and the rezoning would apply to 0.10 ± acres.





Zoning Ordinance Sections applicable to this Application:

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

- Article 4. Section 405 - Standards for review for zoning amendments (Rezoning)
- Article 4. Section 408 - Public Hearings
- Article 7. Section 708 – Medium Density Residential (MDR)
- Article 7. Section 711 – Neighborhood Business District (NBD)

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

Section	Consistency	Reason
Housing	N/A	Character Area Map has the subject property planned as Residential and Commercial
Citizen Notification & Participation	Yes	Legal Notice ran in the March 30, 2024 edition of the *Griffin Daily News* for Planning & Zoning Meeting and for City Board of Commissioners Public Hearing. Signage was placed on the proposed property, illustrating the purpose, date and time of both meetings on March 20, 2024.
Economic Development	Yes	Provide commercial services

Natural & Historic Development	N/A	To staff's knowledge, the property has no historical significance.
Community Facilities	Yes	Water & sanitary sewer are accessible; electricity served by City of Griffin.
Land Use	Yes	Proposed rezoning is consistent with the Comprehensive Plan and the Character Area Map

Application Review

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

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

Direction	Zoning	Existing Uses
North	MDR	Residential
South	MDR	Residential
East	MDR	Residential
West	MDR	Residential

The subject property is currently zoned Medium Density Residential (MDR). The properties immediately surrounding to the north, south, east, and west are all zoned Medium Density Residential (MDR).

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

The property to be affected by the rezoning proposal may not have a reasonable economic use as currently zoned. The property is currently zoned Medium Density Residential, but the previous use was commercial. The owner is requesting this parcel to be rezoned to Neighborhood Business District (NBD) as it will continue to be used as a commercial property as it has been in previous years.

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

The proposed zoning will permit a use that is suitable in regards to the use and development of adjacent and nearby properties. The Comprehensive Plan has this

address located in the Redevelopment Area. Recommended land uses for this area are general commercial, general retail, medical / dental clinics as well as low, medium, and high density residential. The appropriate zoning designations for the Redevelopment Area are Neighborhood Business District for commercial and Special Housing Revitalization Overlay District, all Low Density Residential, Medium Density Residential, and both High Density Residential zoning districts for residential. The proposed zoning of Neighborhood Business District can be considered suitable.

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

There is no relative gain to the public in maintaining the existing zoning for the 0.10-acre tract. Rezoning does not go against the intent of the Comprehensive Plan which has residential and commercial in the Redevelopment Area. Should the use stay residential, the owner would have to completely renovate the building to create a livable space or demolish and rebuild a house. Should the building be demolished, it would be extremely difficult to place a house on this property as the lot dimensions are 37 wide and 120 deep. Current MDR zoning setbacks are front yard 35ft, side yard 10ft, and rear yard 25ft. This property is a corner lot; therefore, it has two front yard setbacks of 35ft. as front yards apply to the yard areas adjacent to both streets. Even with the administrative variance of 25% of the setbacks allowed through the residential in-fill regulations in 605 B, the house could only be 3.25 ft wide to meet the setback requirements. By leaving the zoning as residential, the building would most likely remain vacant. The rezoning would allow the commercial use to continue and will remove the legal nonconformity (grandfathering) that has been associated with this property for many years.

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

The area designated as Redevelopment Areas are characterized by existing neighborhoods in primarily suburban parts of the Griffin that are in need of redevelopment and revitalization, but are not facing immediate pressure to a more dense and urban style of suburban development. Redevelopment Areas are suitable for medium to high density residential use as well as small scale neighborhood commercial with a focus on accessibility for pedestrians and alternative forms of transportation as well as vehicles. The proposed business will be a small grocery store which will provide food, drinks, and other necessities within walking distance of residents living in the surrounding area. Economic Development (ED)Action 1.2(1) for the Redevelopment Areas is to incentivize development to provide equitable access to healthy and affordable food for all residents. The rezoning of this property will help to accomplish this goal. The proposed rezoning is consistent with the City of Griffin Comprehensive Plan and the Character Area Map. The use of this parcel is commercial and the City of Griffin supplies the water, sewer, and electric.

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

The applicant's rezoning request to Neighborhood Business District (NBD) is not compatible with surrounding properties and uses; however, the Comprehensive Plan and the Character Area map indicate this parcel can be either residential or commercial. The building is a commercial structure and would need to be renovated in order to have a house on this parcel. By leaving the zoning as residential, the building would most likely remain vacant. Currently, this parcel has a nonconforming use and without a successful rezoning, this address will not be viable.

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

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

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

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

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

The property is currently vacant. The applicant recently purchased the property and has been unable to have a commercial business due to the residential zoning. The commercial businesses that have occupied this parcel before were a mini mart / deli shack and a convenience store with a deli. This property has had a legal nonconforming (grandfathered) commercial use for several decades and the rezoning from residential to commercial will make the use a permitted use.

Staff Comments:

The applicant, Brenin Mobley, is requesting a zoning change from Medium Density Residential (MDR) to Neighborhood Business District (NBD). Since the previous use was commercial and the zoning is Medium Density Residential, (MDR), the property is considered non-conforming. The applicant would like to keep the use commercial for the property. In order to do so, they need to change the zoning from Medium Density Residential, (MDR) to Neighborhood Business District, (NBD). By changing the zoning, this will also change the property from a

non-conforming use to a permitted use. The subject property is currently located at 331 East Tinsley Street on a 0.10 ± acre tract of land and the rezoning would apply to 0.10 ± acres.

Planning and Development Staff Recommendation(s):

Planning staff recommends APPROVAL of the request (24-REZ-01) to rezone 0.10 +/- acres tract of land located at 331 East Tinsley Street from Medium Density Residential to Neighborhood Business District.

Submitted by:

Michelle Haynes
Principal Planner
Planning and Development Services

AGENDA ITEM SUMMARY

ITEM SUMMARY:

Consider the minutes of the City of Griffin Board of Commissioners' Regular Meeting on April 9, 2024.

SPECIAL CONSIDERATIONS OR CONCERNS:

All Commissioners were present.

STAFF RECOMMENDATION:

N/A

FINANCIAL IMPACT:

N/A

Submitted By:
Susan Bartholomew

Meeting Date:
23/04/2024

Reviewed By:
Jessica O'Connor

ATTACHMENTS:
04-09-24 Minutes.pdf

CITY OF GRIFFIN BOARD OF COMMISSIONERS
REGULAR SCHEDULED MEETING
ONE GRIFFIN CENTER, W. ELMER GEORGE MUNICIPAL HALL
TUESDAY, APRIL 9, 2024

Mayor Doug Hollberg presided, convening the meeting at 6 p.m. Commissioners attending included Cynthia Ward, Rose Curtis, Holly Murray, Brad Wright, Truman Tinsley and Rodney McCord. Also present were City Manager, Jessica O'Connor, City Attorney, Drew Whalen, Staff Attorney, Kelsey Carden and Susan Bartholomew to record minutes.

Call to order by Mayor Hollberg

Pledge of Allegiance .....Commissioner Ward

Invocation ..... Commissioner Tinsley

Approval of Agenda

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

PRESENTATIONS AND DELEGATIONS

1. Recognize Lamar Stone, Equipment Operator, Street Division of Public Works, as the March 2024 Strongest Link in the Chain award recipient. *Director of Public Works, Mariza Eller, will address.*

   Mr. Josh Lee, Street Supervisor, addressed the Commissioners noting that Mr. Stone has shown great improvement during his tenure with the City. Mr. Lee noted that on March 29, Mr. Stone found a firearm at Historic City Hall. He called the police and stayed with the firearm until officers arrived. Mr. Lee concluded his remarks by stating Mr. Stone has true integrity and loyalty to the community.

2. Presentation of a Proclamation declaring April 8, 2024 to be Griffin Linemen Appreciation Day and the month of April 2024 as National and State Linemen Appreciation Month. *Electric Director, Jennifer Freeman will address.*

   Mayor Hollberg presented the Proclamation to Ms. Jennifer Freeman and the Griffin linemen. Ms. Freeman thanked all the linemen noting she is thankful to work with each of them. She stated the linemen come to work with great attitudes and smiles because they love what they do. Ms. Freeman informed the Commissioners that Electric is close to being fully staffed, and the majority of the linemen are home grown.

3. Presentation of Proclamation for Georgia Cities Week 2024.

   Mayor Hollberg presented the Proclamation to representatives of the City Ambassador group. Heather Robinson thanked the Commissioners and stated Staff is excited about Georgia Cities Week, particularly because we will highlight our historic cemetery and the City's archives.

4. Review financial reports for February 2024. *Finance Director, Deborah Manning-Gilbert will address.*

   Ms. Manning-Gilbert addressed the Commissioners regarding February 2024 financials. Our total operating revenue is $93.4 million which is 69% of projections. The total operating expense is $80.8 million which is 49.6% of projections. LOST collections are $3,792,219 which is 71.5% of projections and TSPLOST collections are $3,059,441 which is 82% of projections. Current year property taxes collected are $4,983,741 which is 95.7% of projections. The Commissioners thanked Ms. Manning-Gilbert.

CITIZEN COMMENTS

At this time, the Mayor opens the floor to comments from the audience. Comments should relate to a specific agenda item, not listed on the agenda for a Public Hearing, or to a concern within the jurisdiction of the City. Commission meetings serve the purpose of conducting city business and are not a forum for the unlimited expression of opinion. Subject to the Citizen Comment Policy adopted on February 13, 2024 and posted for public view, all speakers shall be limited to three minutes

which will be strictly followed and enforced. The Mayor reserves the right to limit comments to matters germane to city business and may refer speakers to the City Manager or other staff for resolution.

Dr. Yoshunda Jones, no address given, offered comments on behalf of Mr. Joe Ward Jr., a food truck operator, who asked for fair and reasonable fees for food truck licensing.

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 purchase from CentralSquare, Sole Source, to provide software maintenance and upgrades to the Griffin Police Department's Records Management System in the amount of $103,804.59. *Chief Technology Officer Gibb Cotton will address.*
6. Consider Service Agreement with TargetSolutions Learning, LLC d/b/a Vector Solutions for continuation of the City's subscription for Guardian Tracking Software in the amount of $4,277.00 per year. *Captain of Administrative Services, Daniel Jett, will address.*
7. Consider declaring as surplus a 1999 Ford F150, Unit #847, which was used within the Water/Wastewater Department. *Director of Water and Wastewater, Brandon Lewis, will address.*
8. Consider an agreement between the City of Griffin and the Georgia Municipal Association in the amount of $1,700.00 to conduct 2 three-hour onsite Customer Service Training classes for City of Griffin Employees. *Electric Director, Jennifer Freeman will address.*
9. Consider Amendment to the Disaster Recovery & FEMA Public Assistance Agreement with Goodwyn Mills Cawood, LLC (GMC) exercising the option to renew the contract for an additional one-year term ending March 27, 2025. *Staff Attorney, Kelsey Carden, will address.*
10. Consider Amendment to the Debris Monitoring Services Agreement with Goodwyn Mills Cawood, LLC (GMC) exercising the option to renew the contract for an additional one-year term ending March 27, 2025. *Staff Attorney, Kelsey Carden, will address.*

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

REGULAR AGENDA

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

11. Consider minutes of the Griffin Board of Commissioners' Workshop and Regular Meetings on March 26, 2024.

    Motion/second to approve the minutes of the Griffin Board of Commissioners' Workshop and Regular Meetings on March 26, 2024 by Commissioners Ward/Tinsley carried 6-0-1. Commissioner Murray abstained as she did not attend either meeting.

12. Consider a contract with North Georgia Concrete, Inc., lowest bidder, in the amount of $813,355.81 to replace two bridges located at the ingress and egress of the Griffin Golf Course. *Public Works Director, Mariza Eller, will address.*

Motion/second to approve a contract with North Georgia Concrete, Inc., lowest bidder, in the amount of $813,355.81 to replace two bridges located at the ingress and egress of the Griffin Golf Course by Commissioners Ward/Murray carried 7-0.

13. Consider a Task Order Form to the Master Services Agreement between the City of Griffin and Paragon Consulting Group in the amount of $88,620.00 for survey services, construction plans, bid administration, and construction management for the Hamilton Boulevard realignment at the intersection of E. College Street and Kincaid Avenue. *Public Works Director, Mariza Eller, will address.*

    Motion/second to approve a Task Order Form to the Master Services Agreement between the City of Griffin and Paragon Consulting Group in the amount of $88,620.00 for survey services, construction plans, bid administration, and construction management for the Hamilton Boulevard realignment at the intersection of E. College Street and Kincaid Avenue by Commissioners Ward/Murray carried 7-0.

14. Consider Master Services and Purchasing Agreement and Addendum with Axon Enterprise, Inc., sole source, for equipment purchase, installation, setup, training, and maintenance of body cameras, in-car cameras, and tasers for a total contract cost of $1,577,773.70 over a period of five years. *Captain of Administrative Services Daniel Jett, will address.*

    Motion/second to approve Master Services and Purchasing Agreement and Addendum with Axon Enterprise, Inc., sole source, for equipment purchase, installation, setup, training, and maintenance of body cameras, in-car cameras, and tasers for a total contract cost of $1,577,773.70 over a period of five years by Commissioners Ward/Tinsley carried 7-0.

15. Consider accepting the Recycling and Waste Diversion Grant from the Georgia Environmental Protection Division in the amount of $365,000.00 for the purpose of purchasing a baler to be utilized at the Griffin Regional Recycling Center. *Director Of Solid Waste, Todd Ennis, will address.*

    Motion/second to accept the Recycling and Waste Diversion Grant from the Georgia Environmental Protection Division in the amount of $365,000.00 for the purpose of purchasing a baler to be utilized at the Griffin Regional Recycling Center by Commissioners Murray/Ward carried 7-0.

16. Consider the purchase of a Caterpillar (CAT) D-5 Dozer from Yancey Bros Inc., State Contract, in the amount of $460,923.00 by lease supplement through the City's master lease agreement with GMA, and amend the budget accordingly. *Director of Solid Waste Todd Ennis will address.*

    Motion/second to approve the purchase of a Caterpillar (CAT) D-5 Dozer from Yancey Bros Inc., State Contract, in the amount of $460,923.00 by lease supplement through the City's master lease agreement with GMA, and amend the budget accordingly by Commissioners Ward/Murray carried 7-0.

17. Consider a Resolution, nunc pro tunc, requesting approval of the legislation to create the Griffin-Spalding County Area Regional Airport Authority by recognizing the importance of a new general aviation airport to be built in the City of Griffin, Spalding County and its potential regional impact on the counties of Spalding, Butts, Pike, Lamar and Monroe Counties. *City Manager, Jessica O'Connor, will address.*

    Motion/second to approve a Resolution, nunc pro tunc, requesting approval of the legislation to create the Griffin-Spalding County Area Regional Airport Authority by recognizing the importance of a new general aviation airport to be built in the City of Griffin, Spalding County and its potential regional impact on the counties of Spalding, Butts, Pike, Lamar and Monroe Counties by Commissioners Tinsley/Murray carried 7-0.

18. Commissioner Brad Wright to appoint a member to the Planning and Zoning Board for District 4 to fulfill the unexpired term of Ms. Joanne Todd expiring 12/31/24.

    Appointed: Abdul R. Hughes

19. Consider authorizing travel for Commissioners Tinsley and Ward to attend GMA Spring Training in Young Harris, GA, Wednesday, April 10, 2024 to Friday, April 12, 2024.

    Motion/second to authorize travel for Commissioners Tinsley and Ward to attend GMA Spring Training in Young Harris, GA, Wednesday, April 10, 2024 to Friday, April 12, 2024 by Commissioners Murray/Ward carried 7-0.

CITY MANAGER'S REPORT

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

1. Ms. O'Connor congratulated Mr. Stone. It is good to see him out working as he is always smiling and waving at everyone.
2. Ms. O'Connor thanked the linemen. They are a great group, and we are lucky to have them.
3. Ms. O'Connor noted that the group that accepted the Georgia Cities Week proclamation was from the City Ambassadors group. Staff established a goal to form the City Ambassadors group for those with customer contact to ensure the City's brand remains consistent in all dealings with citizens and businesses.
4. Ms. O'Connor stated the City received a request from the I-75 Corridor Coalition to send a letter of support to Senator Jon Ossoff regarding Georgia passenger rail. The Commissioners' consensus is to issue the letter of support.
5. Ms. O'Connor stated that the second round of budget meetings have started, and she will be intensely involved in those meetings this week and next week.
6. Ms. O'Connor concluded her remarks by reminding the Commissioners that Ms. Trammel sent City of Griffin uniform options to them via email. Please respond to Ms. Trammel with your selections.

CITY ATTORNEY COMMENTS

Mr. Whalen offered his condolences to the Landrum family and the Todd family. Both Mr. Landrum and Ms. Todd served the City well.

COMMISSIONER COMMENTS

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

Ward: No comment.

Curtis: No comment.

Murray: Commissioner Murray thanked all for attending. She congratulated the linemen and noted that Ms. Freeman is doing an amazing job.

Wright: No comment.

Tinsley: No comment.

McCord: No comment.

Hollberg: Mayor Hollberg reminded the Commissioners of the GMA District 4 Listening Session on Monday, April 15 in Woodbury. He also reminded the Commissioners that there would be more information about the food truck ordinance at the April 23, 2024 Workshop.

ADJOURN

Motion/second to adjourn at 6:32 p.m. by Commissioners Ward/Murray carried 7-0.

_____ _____

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

AGENDA ITEM SUMMARY

ITEM SUMMARY:

Consider declaring as surplus Unit 1120, an Aries camera trailer. *Director of Stormwater, Ariel Blanton, will address.*

SPECIAL CONSIDERATIONS OR CONCERNS:

Unit 1120 - Aries camera trailer (Serial #: 4X5PB1428YG027074) has multiple mechanical issues and company no longer provides parts needed for repair. This unit will be sold at auction.

STAFF RECOMMENDATION:

Staff recommends approval.

FINANCIAL IMPACT:

N/A

Submitted By:
Ariel Blanton

Meeting Date:
23/04/2024

Reviewed By:
Jessica O'Connor

ATTACHMENTS:
1120 SW Surplus.pdf

Griffin

Public Works - Motor Pool
FLEET/EQUIPMENT RETIREMENT REQUEST FORM

FOR FY24

CURRENTLY assigned to: Department: Stormwater Division: _____

FLEET - Unit #: 1120 VIN# or Serial # 4XSPB1428YG027074 Tag #: GV8649C *(N/A only if off road)*

Desc of vehicle/equipment: UNKNOWN *YEAR* Haulmark *MAKE* K714BT-WT *MODEL*

Body Style & Description: ENCLOSED TRAILER *BODY STYLE (ie. SEDAN, TRUCK, TRACKHOE, ETC*
CAMERA TRAILER *ADDITIONAL DESCRIPTION (ie. COLOR, 2WD/4WD, IDENTIFYING FEATURES, ALIAS INFO, ETC)*

Current Odometer/Hourmeter Reading: _____ MILES OR 101 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:

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

X **Mechanical Issues** (if so, list issues) CAMERA NO LONGER WORKS

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

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

X **Other** (explain) COMPANY NO LONGER EXISTS TO BUY PARTS

Department Director _____ Date: 4/18/2024

Approval of Fleet Director: _____ Date: 4/10/24

Approval of Public Works Director: _____ Date: 4/10/24

MOTOR POOL ASSESSMENT OF FLEET RETIREMENT REQUEST

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

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

X **SELL** Fleet Unit at auction AUCTION

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

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

_____ **Other** (explain) _____

AGENDA ITEM SUMMARY

ITEM SUMMARY:

Consider purchase of 140 12S Class 200 Itron electric meters from Anixter Power Solutions, sole source, in the amount of $46,900.00. *Electric Director, Jennifer Freeman, will address.*

SPECIAL CONSIDERATIONS OR CONCERNS:

The purchase of 140 electric meters is a standard inventory purchase to replenish meters that have been used for customer installation.

STAFF RECOMMENDATION:

Staff recommends approval.

FINANCIAL IMPACT:

The sole source quote for this purchase is $46,900.00 and budgeted in FY24 budget.

Submitted By:
Jennifer Freeman

Meeting Date:
23/04/2024

Reviewed By:
Jessica O'Connor

ATTACHMENTS:
PO-Anixter- Meters-BOC 4-23-24.pdf
Quote-Anixter-12S Meters-BOC 4-23-24.pdf
Sole Source Form- Anixter-12SMeters- BOC 4-23-24.pdf

Griffin
Growing.TOGETHER

City of Griffin, Georgia SH 4/10/24
100 S Hill Street
P O Box T
Griffin, Georgia 30224
(770) 229-6401

DATE: 4/9/24

FY24 Purchase Order No.

Bid/Quote No. U00751100.01
Vendor No. 3620

Vendor Name & Address
Anixter Power Solutions
6525 Best Friend Rd.
Suite 100
Norcross, GA 30071
sean.phillips@anixter.com
Ph: 404-233-1818 Fax: 404-691-4736

47375

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

*Terms: Net 30 unless otherwise specified on PO

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

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

ATTN: Wayne Jones
Phone: 7702296406 Fax: 678-692-0401

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

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

Description	Account Number	Quantity	UOM	Unit Price	Extended Totals
12S CLASS 200 Meter ✓	510 - 0000 - 11 - 3603 - 0000	140	eac	335.000	46,900.00
p/n S590503	- - - -				
	- - - -				
	- - - -				
	- - - -				
	- - - -				
	- - - -				
	- - - -				
	- - - -				
	- - - -				
	- - - -				
	- - - -				
CAPITAL PROJECT #:	- - - -	enter debit/credit amounts in the extended totals column			
(DISTRIBUTION & $$)	- - - -				

4-11-2024

COMMENTS: Sole Source Attached

Totals: $ | $ 46,900.00

FY24 Purchase Order

COG USE ONLY

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

COG USE ONLY
✓ ABC 4/11/24

Dept'l Requestor / Date
4/10/24
Department Mgr / Date
Purchasing / Date
Deborah M Gilbert 4.11.24
Finance Director / Date

Copy emailed to Supplier
Supplier Notified

City Manager / Date
BOARD / Date

TERMS AND CONDITIONS OF PO / CONTRACT

ARTICLE 1 PURCHASE ORDER AUTHORIZATION

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

ARTICLE 2 PURCHASE ORDER NUMBER

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

ARTICLE 3 ACCEPTANCES

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

ARTICLE 4 PRICE

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

ARTICLE 5 DELIVERIES, TITLE AND RISK OF LOSS

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

ARTICLE 6 PARTS

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

ARTICLE 7 WARRANTIES

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

ARTICLE 8 REMEDIES

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

ARTICLE 9 CONFLICTS OF LAWS

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

ARTICLE 10 MODIFICATIONS

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

ARTICLE 11 PATENT INFRINGEMENT

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

ARTICLE 12 TERMINATIONS FOR CAUSE

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

ARTICLE 13 TERMINATIONS FOR CONVENIENCE

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

ARTICLE 14 ENTIRE AGREEMENTS

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

ARTICLE 15 WORKS ON PREMISES

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

ARTICLE 16 QUALITY GUARANTEE

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

ARTICLE 17 QUALITY TERMS

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

6700 Oakley Industrial Blvd
UNION CITY, GA 30291

Phone: 404.691.2605
Fax: 770.798.1309

www.anixterpowersolutions.com

ITRON OPENWAY BRIDGE METER QUOTE

Quotation: U00751100.01

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

Attn:

Phone:

Fax:

Issued Date: **Apr 09, 2024**
Expiration Date: **May 09, 2024**

Sales Contact: **Andy Staker**
(P) 404.223.1823
(F) 404.691.4736
andrew.staker@anixter.com

Item	CustLine	Product and Description	Quantity	Price	Unit	Extended
1		**S590503** CN2SODS- 12S CL200 120V W/ RD DEL: 52 WKS ARO	140	335.000	EA	46,900.00

SECTION TOTAL: $46,900.00

QUOTE TOTAL: **$46,900.00**

Special Notes

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

BY ACCEPTING THIS QUOTE, YOU AGREE THAT THE ANIXTER TERMS AND CONDITIONS OF SALE PUBLISHED AT THE LINK BELOW ARE EXPRESSLY INCORPORATED INTO AND SHALL GOVERN THIS TRANSACTION.

http://www.anixter.com/TERMSANDCONDITIONS

Anixter Power Solutions offers the industry's most extensive and dynamic portfolio of products, services and solutions for the Public Power, Investor-owned Utilities, Construction and Industrial markets.

The impacts of COVID-19 cannot be reasonably determined at this time. This quote/proposal does not account for any potential adverse impacts COVID-19 may have on Anixter's performance or obligations herein. In the event of any delays or adverse impacts, Anixter reserves the right for an equitable adjustment of the delivery schedule and prices herein to offset the effects of COVID-19 delays, without fault or penalty of any kind.

CITY OF GRIFFIN
FY24 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: Itron Meters

Fireworks

Detail the research that has been done to qualify this for selected method of: Itron is now using Anixter as a vendor for meter sales

Supplier/Source Name/Address: Anixter power Solutions/ 6525 Best Friend Rd Suite 100 Norcorss GA 30071

Supplier/Source Contact: Andrew Staker **Phone:** 404-223-1823

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?

Anixter is the only vendor that sells Itron meters.

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.

Itron electric meters are required for our Itron Mesh AMI system and are needed for new installations and replacements in the event of meter failure.

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: 4/9/2024 Requestor: Stacy Goen

Department: Electric Dept Acctng Code: 510-0000-11-3603 Phone: 770-229-6406 ext. 405

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 request for a special use permit for a Daycare Facility in the Planned Commercial Development (PCD) *&* Medical Overlay District (MOD) for property located at 703 S. 9th Street. *Principal Planner, Michelle Haynes will address.*

SPECIAL CONSIDERATIONS OR CONCERNS:

The applicant, Bernetta Walker-Phillips is seeking approval of a Special Use Permit for a Daycare Facility at 703 S 9th Street. Ms. Walker-Phillips, owner of Infinite Hope Academy, believes this location will foster a thriving and vibrant local program that supports early start children suffering with mild cases of autism, Attention Deficit Hyperactivity Disorder (ADHD), and Specific Learning Disability (SLD). This parcel is in the Planned Commercial Development (PCD) zoning district and is also located within the Medical Overlay District (MOD). A Daycare Facility is a permitted use in Planned Commercial Development; however, this type of facility is only allowed in the Medical Overlay District through the approval of a Special Use Permit.

STAFF RECOMMENDATION:

Staff recommends APPROVAL of the Special Use Permit (24-SUP-01) submitted by Bernetta Walker-Phillips to allow for a Special Use Permit for a daycare facility located at 703 S. 9th Street.

At its meeting on April 15th, 2024, the Planning & Zoning Board recommend approval 4-0.

FINANCIAL IMPACT:

N/A

Submitted By:
Chad Jacobs

Meeting Date:
23/04/2024

Reviewed By:
Jessica O'Connor

ATTACHMENTS:
Application; 703 S 9th St.pdf
703 S 9th Street SU Staff Report.pdf

PLANNING AND DEVELOPMENT SERVICES DEPARTMENT

SPECIAL USE QUESTIONNAIRE

Date Submitted: 2-23-24 Application Number: 24-SUP-01

Applicant Name: Bernetta Walker-Phillips

Address of Property: 703 S. 9th street

Tax Map, Block and Lot Number: _____

Applicable Zoning Ordinance Section: _____

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

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

B. Please provide written answers to the following questions to justify a Request for Special Use:

1. What is the Special Use being requested and why is it necessary to the development of the identified property?
2. Explain the proposed ingress and egress to the property and buildings with reference to vehicular and pedestrian safety, traffic flow and emergency vehicle access; what parking is available and how will it affect adjoining streets?
3. What are the proposed days and hours of operation of the proposed use and will any outdoor lighting be utilized?
4. For uses involving public access assemblies, such as churches, auditoriums, theatres, meeting halls, restaurants and similar places, explain how the proposed use will meet the required fire, life safety and health code.
5. Detail utilities to the property and provide the names of the providers noting their location and availability (water, sanitary sewer, electric, gas, refuse, etc.)
6. What screening buffers are being proposed with reference to location, type, dimension, and character?
7. Are there any signs proposed? Please provide their location, lighting method, material type, size and compatibility with the surrounding properties.
8. Explain how the proposed use is compatible with the existing uses in the surrounding neighborhood.
9. Will the proposed use constitute a nuisance or hazard or otherwise adversely affect the public interest because of the number of people attending or using the facility, noise, fumes generated, or type of physical activity?

Griffin

PLANNING AND DEVELOPMENT SERVICES DEPARTMENT

APPLICATION FOR SPECIAL USE

Date Received: 2-23-24 Application Number: 24-SUP-01

Applicant: Bernetta Walker Phillips Telephone Number: 6787726223

E-mail Address: Bwalkerphillips195@gmail.com

Address: 703 S 9th street Griffin GA 30224

Project Name/Description: Daycare

Address/Location: 703 S. 9th street Griffin GA 30224

Tax Map_____ Block_____ Lot Number_____

Zoning_____ Parcel(s) Size:_____ (acres or square feet)

Applicant is: Property Owner_____ Engineer:_____ Architect:_____

Realtor:_____ Other: tenant

Application fee amount:_____

Paid by: _____ Check (check #_____) _____Cash

_____Cashier's Check _____ Other

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

Bernetta Walker Phillips Date: 19 Feb 2024

Signature of Applicant (or authorized representative)

Griffin

PLANNING AND DEVELOPMENT SERVICES DEPARTMENT

OWNER'S AUTHORIZATION

This is to certify that: ~~Bernetta Walker Phillips~~ KODEV GROUP LLC

(Name of Applicant, Property Owner, or other Representative)

The person named above is the Owner or Representative of the Owner holding interest in the property that is the subject of the attached application.

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

___	Rezoning	___	Minor Site Plan
✓	Special Use Request	___	Preliminary Site Plan
___	Variance Request	___	Final Site Plan/ Subdivision Plat

Applicant: Demetrius Phillips and Bernetta Walker Phillips Telephone Number: 678 772 6223

Address: _____

_____ Date: 2/23/24

Signature of Owner

~~Pakitta Elizabeth Moore~~ Date: 2/23/24

Signature of Representative

Pakitta Elizabeth Moore

Notary Signature and Seal

Commission expiration date: August 15, 2026

PAKITTA ELIZABETH MOORE NOTARY PUBLIC CLAYTON COUNTY, GEORGIA MY COMMISSION EXPIRES AUGUST 15, 2026

PLANNING AND DEVELOPMENT SERVICES DEPARTMENT
CONFLICT OF INTEREST DISCLOSURE

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

____ Yes ___V___ No

If yes, please complete the following section:

Name and Official Position of Government Official:

_____

Please list the Date and Amount of Contribution(s) (List all which aggregate $250.00 or more)

_____

_____

_____

Bernetta Walker-Phillips Date: 2-19-24

Signature of Applicant

Bernetta Walker-Phillips

Printed Name

_____ Date: _____

Signature of Applicant's Attorney or Representative

_____

Printed Name



DBA INFINITE HOPE ACADEMY

1.0 Executive Summary

The Dream School Inc. seeks to DBA as Infinite Hope Academy. Infinite Hope Academy will operate a full daycare at 703 S 9th Street, Griffin, GA 30224. We believe that a daycare at this location will profoundly influence and uplift children and families in the community in multiple ways. Infinite Hope Academy will provide an exceptional educational experience for our students with a STEM-themed curriculum that harnesses the magic of science, technology, engineering, and math and incorporate arts, food health, and some Electroencephalography referrals i.e. EEG which can expand the limits of STEM education and application.

We will use our experience to catalyze positive change in the surrounding area. This request will not be detrimental to the use of the development of the adjacent properties or the general neighborhood to adversely affect the health safety or general welfare of citizens. Approving Infinite Hope Academy to do business in this location, will assist in fostering a thriving and vibrant local program that support early start children suffering with mild cases of autism, ADHD, and SLD. Through a partnership with the community of Griffin, the Academy will help to re-engage the community and breathe life back into it, enabling those at-risk children to thrive. We believe in making program engagement simple and mutually beneficial, allowing partners to focus on what truly matters–impacting lives via the power of servant leadership having only positive expectations, and inclusive, uplifting messages with the next generation.

Key advantages of a partnership include the potential for both nourishment growth and giving back to the community. Young children will receive an educational advantage entering elementary school with higher IQ scores than children in their peer groups, better behaviors, attitudes and self-esteem. In addition, our services will continue far beyond daycare. We will also provide before and aftercare which include tutoring, lifestyle skills coaching, and mentorship programs designed to deter students from becoming at-risk. Our presence will greatly assist in reintegrate summer camp programs into the community by providing a safety net for children eliminating fatalities, injuries, child abuse, hunger, an exceptional camp experience for children; destined to make an integrative, positive impact on them and their families – along with adult and youth staff – ripples outward, strengthening bonds in the community and fostering togetherness.

The Dream School invites the city of Griffin to join us in our mission to uplift families and grow community engagement while making a profound impact on a range of stakeholders in the local community. This location (703 S 9th street) has familiarities Together, we believe that our program offers a path to a vibrant, relevant student who embraces change while simultaneously addressing the challenges of reaching the community with daycare that not only provides tutoring, mentorship, and lifestyle skills opportunities but

summer jobs for youth. With partnership, we can stand united and empower each other to spread hope, love, and transformation.

1.1. Building Overview

Infinite Hope Academy will operate in an approximately 2600-square-foot building with four classrooms, and two bathrooms. We met with the Fire marshal, Mr. Michael Thompson, and were advised what is necessary to bring the building to code for a daycare center. Upon your approval to do business at Infinite Hope Academy, we will hire Patriot Fire Inc., who will submit a permit and install a sprinkler system in the building to meet all fire codes for occupancy and TJ Construction to complete any necessary remodeling in the building to ensure that the bathrooms, and dining hall meet the rules and regulations support centers and licensed childcare programs. In addition, a request/permit to install a fence and a playground area on the property. Upon approval, we will clear an area of trees on the property to design a playground, adding a fence to meet the outdoor space for children to play, exercise, and collaborate. Our playground will be essential in fostering play and collaboration with children's overall health. We will build a playground that promotes a healthy learning environment. Our first goal is to create an infinite area that meets all county and state mandatory requirements for daycares/the children we serve by installing playground equipment that is 102' x 76' (31.39m x 23.26m) and a max fall height of 91' (2.31m. The playground accommodates age-specific from 2-5 years old and 5-12 years old. Furthermore, Cameras have been installed in each classroom and 360 around the building to create a safe space for the children we will serve. Though there is no kitchen in the building, healthy meals will be catered by TOOTRIS LLC, a private school lunch delivery program. This request will not adversely affect the existing property, businesses, in the community adjacent to the property. The location, daycare itself will not attract unnecessary traffic, due to the building size and occupancy use and its hours of operation. The lot has sufficient parking to accommodate the number employees and customers to enter and exit the parking lot without causing double parking, delays, not cause congestion or prohibit the flow of traffic; furthermore, ensure to provide a parking attendant during and special events such and drop off or pick up to prevent any unforeseen inconvenience to others. There are sixteen elementary schools within six miles from 703 S 9th Street that may benefit from the services, The Academy has to offer. There are five daycares in the surrounding district (703 S 9th Street), though they're daycares many of the may not offer the same services such are ADHD, SLD strengthening, exercise program for children with Autism spectrum disorder The Infinite Hope Academy proposes to the community.

1.1.1. Revenue Generation Summary

The Infinite Hope Academy daycare is directly linked to the number of students enrolled. Each child's participation incurs a program cost of $150 paid for through community grants for families eligible for the

funding. Consequently – for every week of the program –total revenue amounts to $7500. Across the entire yearly, weekly, and daily programs, the projected revenue reaches $360,000 yearly. Conducting thorough financial planning and regularly monitoring the program's budget will also enable youth to earn funds during the summer to eliminate poverty in the griffin youth community.

1.1.2. Staffing & Operations Summary

In this venture, The Dream School plans to employ five adult teachers for the daily run of the school ten educational professionals for tutoring, mentorship, and lifestyle skills coaching, and 10 youth to assist with the summer camp program to ensure well-run, enriching experiences for participants: creating summer jobs for youth in the community. We are leasing the property for $1,550 per month, making efficient use of their space and generating returns to the property owners. With a well-organized team and sound financial planning, we are optimistic that this venture will not only be financially rewarding but also fulfill our primary goal of providing a nurturing and educational experience for all the participants involved.

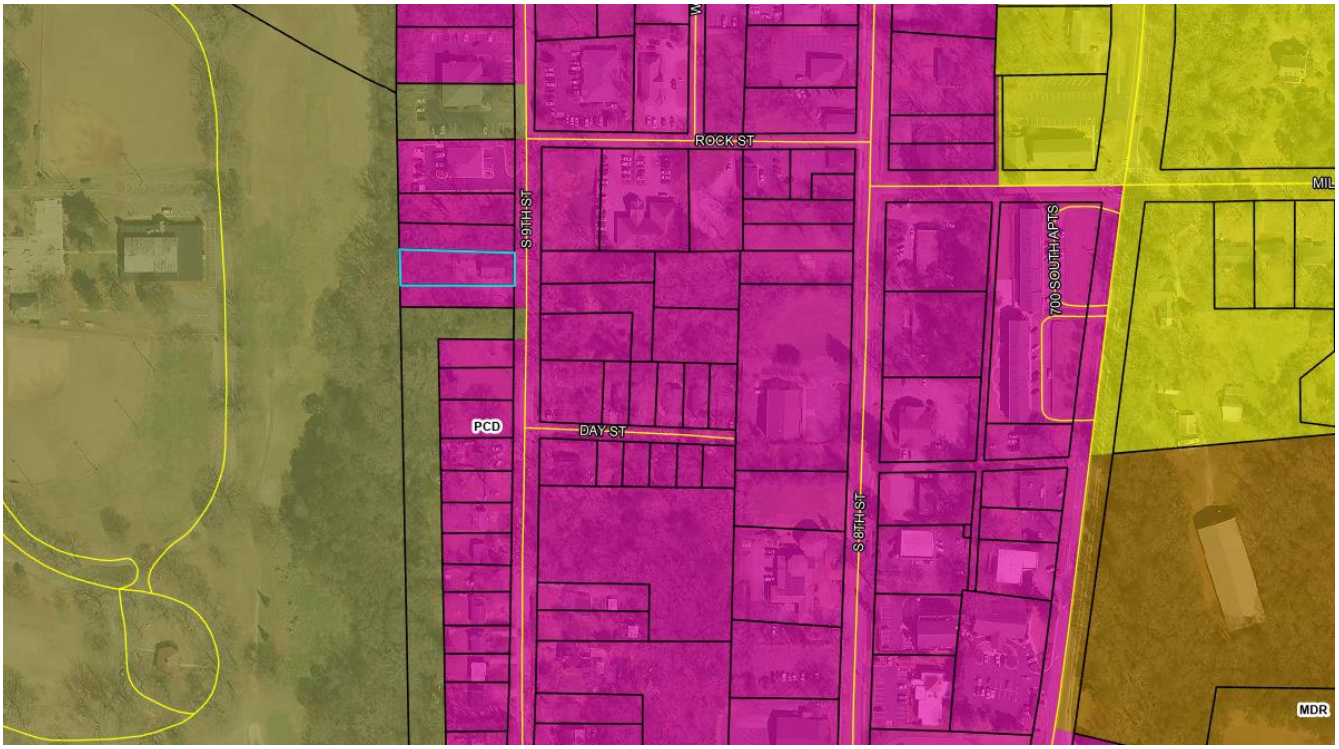


The staffing needs for The Dream School's camp will be determined by the number of students registered. The ideal ratio is one adult for every 10 participants, but we seek to predominantly employ youth workers in the Dream Team. This approach not only minimizes the requirement for additional adult workers but also nurtures and empowers youth – helping them become more financially literate, intelligent, studious, and ultimately productive citizens. To optimize our proposed staffing arrangement, The Dream School will focus on recruiting motivated and responsible workers who possess strong leadership skills and a genuine passion for helping and mentoring others. Investing in proper training and development for youth workers will further enhance their abilities to guide and mentor camp attendees effectively. As for the duration of

The Dream School's daycare, mentorship, and lifestyle skills programs, will run year-round, the before and after care will run during the public-school year, and finally the summer program, is envisioned to run for a period of 11 – 12 weeks, which will be adjusted based on the length of the corresponding school break. Our program will not constitute a nuisance or a hazard that will adversely affect the publics interest. We seek to educate young children that may have or had a late start and have been adversely affected by the Undiscovery of their disabilities; leading to productive children and produce fewer unfortunate situations on families. This extended timeframe allows us to offer comprehensive, enriching programs, maximizing the summer camp's impact on the participating students, their families, and the community at large.

703 South 9th Street
Special Use Permit Request
File No. 24-SUP-01

Applicant: Bernetta Walker-Phillips
Owner: KODEO Group LLC



Land Use Classification	Commercial
Current Zoning	Planned Commercial Development / Medical Overlay District
Proposed Use	Commercial – Daycare Center
Parcel Size	.37/- Acres
Tax Map, Block and Lot No.	031 01004
Planning and Zoning Board	Earle Shivers District 3
City Commission	Holly Murray District 3
Citizen Notification	Legal notice was run in the March 30, 2024 edition of the Griffin Daily News for the Planning & Zoning Meeting and for the City Board of Commissioners Public Hearing. A sign was placed on the proposed property illustrating the purpose, date and time of both meetings on , March 20,2024.

Proposal:

The applicant, Bernetta Walker-Phillips is seeking approval of a Special Use Permit for a Daycare Facility at 703 S 9th Street. Ms. Walker-Phillips, owner of Infinite Hope Academy, believes this location will foster a thriving and vibrant local program that supports early start children suffering with mild cases of Autism, Attention Deficit Hyperactivity Disorder (ADHD), and Specific Learning Disability (SLD). This parcel is in the Planned Commercial Development (PCD) zoning district and is also located within the Medical Overlay District (MOD). A Daycare Facility is a permitted use in Planned Commercial Development; however, this type of facility is only allowed in the Medical Overlay District through the approval of a Special Use Permit.



Zoning Ordinance Sections applicable to this Application:

The following sections of the City of Griffin Unified Development Code (UDC) apply to the Special Use permit request:

Article 406	Special Use Permit Provision
Article 408	Public Hearing
Article 503D 3	Day Care Facility
Article 714	Planned Commercial Development
Article 724	Medical Overlay District

Article 406 Special Uses:

ALL PROPOSED SPECIAL USES FOR PROPERTY SHALL BE EVALUATED IN LIGHT OF THE FOLLOWING STANDARDS:

1. IT MUST NOT BE DETRIMENTAL TO THE USE OR DEVELOPMENT OF THE ADJACENT PROPERTIES, OR TO THE GENERAL NEIGHBORHOOD SO AS TO ADVERSELY AFFECT THE HEALTH, SAFETY OR GENERAL WELFARE OF CITIZENS;

   FINDINGS: Upon review and evaluation of the applicant's request, Planning Staff cannot find any detrimental impacts on the development of adjacent properties, or to the general neighborhood so as to adversely affect the health, safety, or general welfare of citizens.

2. IT MUST NOT ADVERSELY AFFECT EXISTING PROPERTY AND USES AND IT MUST BE PROPOSED TO BE PLACED ON A LOT OF SUFFICIENT SIZE TO SATISFY THE SPACE REQUIREMENTS FOR THE USE;

   FINDINGS: This use will not adversely affect existing property and uses. The structure will consist of four (4) classrooms and two (2) bathrooms. There is no kitchen on site so meals will be catered by TOOTRIS, LLC, a private school lunch delivery program. Upon approval, a fire sprinkler system will be installed and other necessary building improvements made based on a conversation with the Griffin Fire Marshal and requirements of the International Building Code.

   There is adequate parking for the use as only three (3) parking spaces are required. There is a driveway to provide ingress/egress onto South 9th St. Parents will be able to safely enter the parking lot, drop off or pick up the children, and then exit the lot. A fence will be added to the property to enclose playground equipment. Two sets will be installed. One set will be for children ages 2-5 and the other set for children ages 6-12. Cameras have been installed inside the building in each classroom and completely around the outside of the building to create a safe space for the children, teachers, and other staff.

3. GENERAL COMPATIBILITY OF THE PROPOSED SPECIAL USE WITH ADJACENT PROPERTIES AND OTHER LAND USES IN THE GENERAL AREA.

   FINDINGS: The applicant's proposed use as a daycare facility is compatible with the adjacent properties and land uses within the area. The subject property is located on a local street that is not a main corridor so traffic is not as busy as 8th St or Hill St. The area has predominately commercial uses; however, there are addresses in this area of town which are in the PCD zoning district and the Medical Overlay District, but have residential uses.

   One of the main focuses of this facility will be to provide services such as ADHD learning strategies/accommodations, SDL strengthening, and exercise programs for children with Autism Spectrum Disorder. Although no medical related care will

be administered as part of the program, the learning environment will be adapted to meet the needs of any and all children that will attend the Infinite Hope Academy.

4. THE PROPOSED USE WILL NOT CONSTITUTE A NUISANCE OR HAZARD OR OTHERWISE ADVERSELY AFFECT THE PUBLIC INTEREST BECAUSE OF THE NUMBER OF PERSONS WHO MAY NORMALLY BE EXPECTED TO USE SUCH FACILITY OR TYPE OF PHYSICAL ACTIVITY.

   FINDINGS: The proposed use will not constitute a nuisance or hazard or otherwise adversely affect the public interest because of the number of persons who may normally be expected to use such facility.

5. AFTER CONSIDERATION OF THE APPLICATION AND THE FACTS, AND THE STANDARDS FOR EXERCISING ZONING POWER CONTAINED IN SECTION 405, THE BOARD OF COMMISSIONERS MUST DETERMINE THAT THE STANDARDS ARE SATISFIED SUCH THAT THE BENEFITS OF AND NEED FOR THE PROPSED SPECIAL USE OUTWEIGH ANY POSSIBLE HARMFUL EFFECTS, NEGATIVE IMPACTS, OR DAMAGES TO THE NEIGHBORING PROPERTIES OR THE CITY IN GENERAL. IN MAKING THIS DETERMINATION, THE BOARD OF COMMISSIONERS MAY CONSIDER THE EFFECTS OF THE PROPOSED USE ON TRAFFIC FLOW, PUBLIC INFRASTRUCTURE AND SERVICES, AVAILABILITY OF OFF-STREET PARKING, HOURS AND MANNER OF OPERATION OF PROPOSED USE, OUTDOOR LIGHTING, SIGNAGE, INGRESS AND EGRESS OF THE PROPERTY, THE PEACEFUL ENJOYMENT OF PRIVATE PROPERTY IN THE COMMUNITY, AND OTHER RELEVANT FACTORS.

   FINDINGS: The proposed use will not have a harmful effect, negative impact, or cause damage to the neighboring properties or the city in general. There is proper ingress and egress at this location and the use should not affect traffic flow. All parking is off-street and there has been no proposed signage submitted at time of application. Emergency vehicles will have easy access to the location and building should the children, teachers, or staff require emergency services.

6. THE APPLICANT MUST MEET ALL SPECIFIC REQUIREMENTS ESTABLISHED IN THIS ORDINANCE FOR THE PARTICULARIZED SPECIAL USE REQUESTED, INCLUDING DESIGN TREATMENTS REQUIRED BY ARTICLE 5 AND 6.

   FINDINGS: The request for a Special Use Permit to allow a daycare facility is compliant with all of the Special Use Permit provisions under the City of Griffin Unified Development Code. The applicant will also be required to meet the specific requirements established by Article 503 D 3 which are as follows:

   1. All regulated facilities shall comply with the state regulation and acquire applicable state licenses for operation

2. Each child day care facility shall provide no less than 35 square feet of indoor play area for each child, based on maximum permissible enrollment

3. Each child day care facility shall provide no less than 100 square feet of outdoor play area for each child, based on maximum permissible enrollment

Planning Staff's Comments:

The applicant, Bernetta Walker-Phillips is seeking approval of a Special Use Permit for a Daycare Facility at 703 S 9th Street. Ms. Walker-Phillips, owner of Infinite Hope Academy, believes this location will foster a thriving and vibrant local program that supports early start children suffering with mild cases of autism, Attention Deficit Hyperactivity Disorder (ADHD), and Specific Learning Disability (SLD). This parcel is in the Planned Commercial Development (PCD) zoning district and is also located within the Medical Overlay District (MOD). A Daycare Facility is a permitted use in Planned Commercial Development; however, this type of facility is only allowed in the Medical Overlay District through the approval of a Special Use Permit.

Planning Staff's Recommendation:

Staff recommends **APPROVAL** of the Special Use Permit (24-SUP-01) submitted by Bernetta Walker-Phillips to allow for a Special Use Permit for a daycare facility located at 703 S 9th Street.

Submitted by:
Michelle Haynes
Principal Planner
Planning and Development Services

AGENDA ITEM SUMMARY

ITEM SUMMARY:

Consider a request to rezone property located at 331 E. Tinsley Street consisting of 0.10 +/- acres from Medium Density Residential (MDR) to Neighborhood Business District (NBD). *Principal Planner, Michelle Haynes will address.*

SPECIAL CONSIDERATIONS OR CONCERNS:

The applicant, Brenin Mobley, is requesting a zoning change from Medium Density Residential (MDR) to Neighborhood Business District (NBD). Since the previous use was commercial and the zoning is Medium Density Residential, (MDR), the property is considered non-conforming. The applicant would like to keep the use commercial for the property. In order to do so, they need to change the zoning from Medium Density Residential, (MDR) to Neighborhood Business District, (NBD). By changing the zoning, this will also change the property from a non-conforming use to a permitted use. The subject property is currently located at 331 East Tinsley Street on a 0.10 + acre tract of land and the rezoning would apply to 0.10 + acres.

STAFF RECOMMENDATION:

Planning staff recommends APPROVAL of the request (24-REZ-01) to rezone 0.10+/- acres tract of land located at 703 East Tinsley Street from Medium Density Residential to Neighborhood Business District.

At its April 15th, 2024 meeting, the Planning & Zoning Board recommend approval 4-0.

FINANCIAL IMPACT:

N/A

Submitted By:
Chad Jacobs

Meeting Date:
23/04/2024

Reviewed By:
Jessica O'Connor

ATTACHMENTS:
24-REZ-01; 331E Tinsley St.pdf
Rezoning Ordinance 24-REZ-01, 331 E Tinsley St - NBD.pdf
24-REZ-01 331 E Tinsley St Staff Report.pdf

PLANNING AND DEVELOPMENT SERVICES DEPARTMENT
APPLICATION FOR REZONING

Date Received: 2-23-24 Application Number: 24-REZ-01

Instructions for Applicant:

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

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

Rezoning Application Submission Requirements:

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

CITY ACTIONS:

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

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

PLANNING AND DEVELOPMENT SERVICES DEPARTMENT
APPLICATION FOR REZONING

Date Received: 2-23-24 Application Number: 24-REZ-01

Applicant/Agent/Representatives Name:
Brenin Mobley

Address: 408 North Pine Hill Road

City: Griffin State: GA Zip: 30223

Telephone Number(s): 404-512-8787 Email: Brenin.mobley@gmail.com

Project Name/ Description: East Tinsley Store

Address: 331 East Tinsley Street, Griffin, GA 30223

Parcel Number(s): 007 06033 Current Zoning: MDR Parcel(s) Size: 4,356

FLUM/Character Area _____ Requested Zoning NBD

Property Owner Name: Tomeka Duffey and Vincent Clayton Gilmore Jr.

Address: 164 Westin Park Drive

City: Locust Grove State: GA Zip: 30248

Telephone Number(s): 770-898-9149 Email: Tomekaupscale@yahoo.com

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

Applicant Signature | Brenin Mobley Printed Name | 2/23/24 Date

Applicant Name: East Tinsley Store

PLANNING AND DEVELOPMENT SERVICES DEPARTMENT
APPLICATION FOR REZONING

Date Received: 2-23-24 Application Number: 24-RE2-01

Project Name/ Description: East Tinsley Store

Address: 331 East Tinsley Street, Griffin, GA 30223

Requested Zoning & Ordinance Section: NBD / 711

The following information must be submitted with the Rezoning Application:

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

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

1. Tax Map

2. This property, located at 331 East Tinsley Street, Griffin, GA 30223, was previously utilized as a convenience store and deli.

3. Parcel ID/Tax ID: 00706033, AlterNet Parcel ID: 1108, 331 East Tinsley Street, Griffin, GA 30223-3243

4. Georgia MLS Listing

5. Upgrades include replacing the facia board and interior drop ceiling panels.

6. Georgia MLS

7. The current MDR zoning will be replaced with NDB zoning.

8. Current owner: Tameka Duffey

9. The property size is 1025 square feet.

10. Application date: 2/23/2024

11. No

PLANNING AND DEVELOPMENT SERVICES DEPARTMENT
APPLICATION FOR REZONING

Date Received: 2-23-24 Application Number: 24-REZ-01

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

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

1. The adjacent property is currently zoned as MDR.

2. Affirmative

3. Affirmative

4. There is a strong public demand for a conveniently located grocery store at this property, especially for the elderly residents in the vicinity. After speaking with several neighbors, it is clear that they eagerly anticipate the return of a convenience store and deli to this location. The only challenge lies in the current vacant state of the property.

5. The property is suitable for the intended rezoning purpose.

6. The proposed use of the property is harmonious with the surrounding properties, considering its previous operation under a similar use.

7. There are no environmental, historic, cultural, or aesthetic concerns associated with the property that would impede the rezoning proposal.

8. There have been no recent changes in the conditions of the property or its surroundings.

9. According to public records, the property was sold on 2/21/2021 and has remained vacant for three years.

PLANNING AND DEVELOPMENT SERVICES DEPARTMENT
APPLICATION FOR REZONING

Date Received: 2-23-24 Application Number: 24-REZ-01

OWNER'S AUTHORIZATION

TOMEKA DUFFEY &

This is to certify that: VINCENT CLAYTON GILMORE JR. is the Property Owner or Legal Representative of the Owner holding interest in the property that is the subject of the attached application.

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

☒ Rezoning ☐ Variance ☐ Special Use

☐ Development Plan ☐ Plat Approval ☐ Temporary Use

Applicant Name: Brenin Mobley

Tomeka Duffey	Tomeka Duffey	2/22/24
Property Owner Signature	Printed Name	Date
Vincent Clayton Gilmore Jr.	Vincent Clayton Gilmore Jr.	2/22/24
Property Owner Signature	Printed Name	Date
Legal Representative Signature	Printed Name	Date

Notary Signature

Seal:

MONICA ALEJANDRA BERNAL
My Commission Expires
NOTARY PUBLIC
January 31, 2026
HENRY COUNTY, GEORGIA

Commission Expiration Date: January 31, 2026

Monica Alejandra Bernal

Griffin

PLANNING AND DEVELOPMENT SERVICES DEPARTMENT
APPLICATION FOR REZONING

Date Received: 2-23-24 Application Number: 24-REZ-01

CONFLICT OF INTEREST DISCLOSURE

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

☐ Yes ☒ No

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

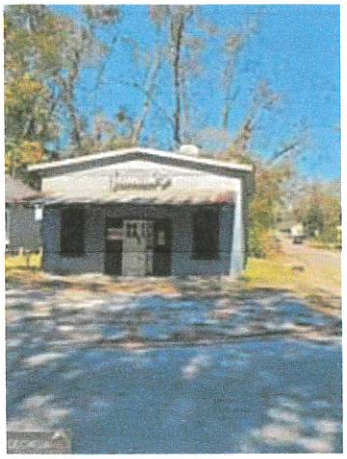
- Name and position of Government Official:

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

Brenin Mobley — Applicant Signature

Brenin Mobley — Printed Name

2/22/24 — Date



GAMLS No.:	20157228	**On Market Date:**	11/09/2023
Property Type:	Commercial Sale	**List Price:**	$78,000
Address:	331 E Tinsley Street Griffin, GA 30223	**LP/SQFT:**	$0
Complex :	Fairmount	**Off Market Date:**	
Status:	Active	**Projected Close:**	
Own Condition:		**Days On Market:**	105

PROPERTY INFORMATION

County:	Spalding	**Total SQFT:**	0
Tax ID:	007 06033	**Year Built:**	1928
Tax Records:	View	**Property Condition:**	Resale
Total Building Area:	1025	**Total Acres:**	0.100 Acres
Annual Taxes:	$798	**Zoning:**	Commercial Convenience Store
Tax Year:	2022		
Ownership:			

Public Remarks: Historic brick convenience store with full kitchen on a busy corner lot with store front parking. Sold AS/IS. Everything is fully functional. ALL UTILITIES will be cut on for inspection during Due Diligence.

Private Remarks: Vacant, Supra on front door Everything is fully functional. ALL UTILITIES will be cut on for inspection during Due Diligence.

Office Remarks:

Showing Instr: 24 Hour Access,Courtesy Call - Leave Msg,Use Showing Time,Vacant

Lock Box Type: GAMLS/FMLS - Supra

Directions: Intersection of E Tinsley Street and N 4th Street NW corner

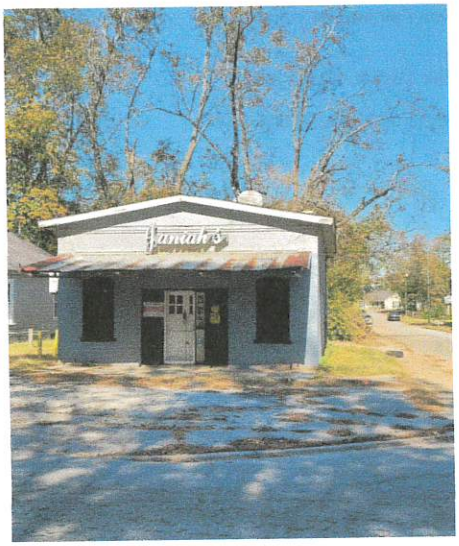
FEATURES

CI Features:		**Location:**	Corner Lot,City Lot,Level
Cooling:	Central Air	**Road Frontage:**	0
Construction:	Block,Brick	**Roof:**	
Farm Buildings:	1	**Square Feet:**	0
Floor Type:		**Utilities:**	Electricity Available,Natural Gas Available,Sewer Available,Phone Available,Water Available
Heating Source:	Natural Gas,Electric,Central		

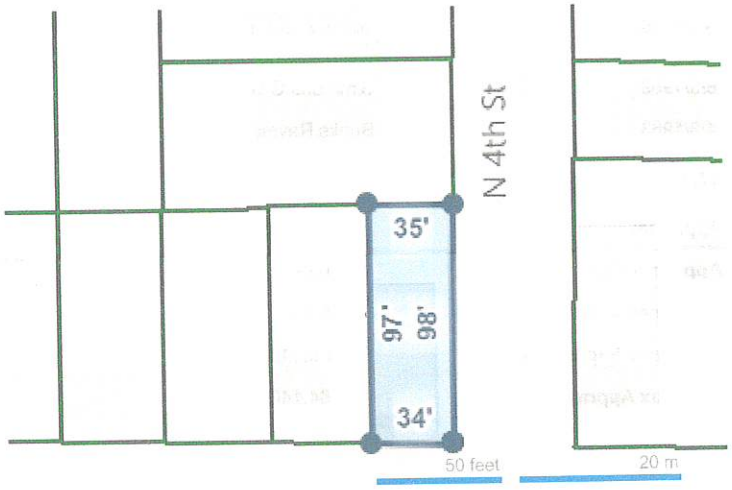
OTHER INFORMATION

GEORGIAMLS
REAL ESTATE SERVICES

Monday, February 19, 2024



Next



© 2024 TomTom, © 2024 Microsoft Corporation, © OpenStreetMap

LOCATION

Property Address	331 E Tinsley St Griffin, GA 30223-3243
Subdivision	Fairmount
County	Spalding County, GA

GENERAL PARCEL INFORMATION

Parcel ID/Tax ID	007 06033
Alternate Parcel ID	1108
Account Number	
District/Ward	Griffin
2020 Census Trct/Blk	1608/1
Assessor Roll Year	2022

PROPERTY SUMMARY

Property Type	Commercial
Land Use	Commercial Lot
Improvement Type	Convenience Stores
Square Feet	1025

CURRENT OWNER

Name	Duffey Tomeka Gilmore Vincent Clayton Jr
Mailing Address	164 Westin Park Dr Locust Grove, GA 30248-2082

SCHOOL ZONE INFORMATION

Moore Elementary School	0.3 mi
Elementary: Pre K to 5	Distance
Kennedy Road Middle School	1.6 mi
Middle: 6 to 8	Distance
Spalding High School	2.4 mi
High: 9 to 12	Distance

SALES HISTORY THROUGH 01/26/2024

Date	Amount	Buyer/Owners	Seller	Instrument	No. Parcels	Book/Page Or Document#
2/22/2021		Duffey Tomeka & Gilmore Vincent Clayton Jr	Duffey Tomeka	Warranty Deed		4703/231 2021-000581
2/22/2021	**$60,000**	Duffey Tomeka	Janiah Healthcare Inc	Warranty Deed		4703/229 2021-000580
12/14/2012		Janiah Healthcare Inc	Freeman Stephanie Odom & Freeman Jeffery Jerome	Quit Claim Deed	14	3692/55 2012-003153
2/12/2009		Freeman Stephanie	Collier Gregory	Quit Claim		3332/117
6/14/2004	$40,000	Collier Gregory & Stephanie Odom	Maccj Rental Properties LLC	Fair Market - Improved		2508/3
9/12/2003	$48,000	Maccj Rental Properties LLC	Ibrhim Adem	Fair Market - Improved		2364/252
4/4/2002		Ibrhim Adem	Yusuf Rhana & Ibrhim Adem	Quit Claim		2178/321

NO. 24 -

AN ORDINANCE

AN ORDINANCE AMENDING THE OFFICIAL ZONING MAP OF THE CITY OF GRIFFIN, GEORGIA SO AS TO RECLASSIFY THE DISTRICT DESIGNATION OF THE SUBJECT PROPERTY (SPALDING COUNTY TAX PARCELS 007 06033) AND TO AUTHORIZE THE ZONING ADMINISTRATOR TO AMEND THE OFFICIAL ZONING MAP ACCORDINGLY; TO ESTABLISH AN EFFECTIVE DATE; AND FOR OTHER PURPOSES.

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

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

Applicant: Brenin Mobley
Owner: Tomeka Duffey and Vincent Gilmore, Jr.
Properties: Spalding County Tax Parcel 007 06033, (0.10 +/- acres) located at 331 E. Tinsley Street.

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

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

Public Hearing and Reading: Tuesday, April 23, 2024

331 East Tinsley Street
REZONING REQUEST
(Project No. 24-REZ-01)

Applicant: Brenin Mobley
Owner: Tomeka Duffey and Vincent Clayton Gilmore, Jr.



Current Land Use Classification	Commercial
Current Zoning	Medium Density Residential
Proposed Zoning	Neighborhood Business District
Character Area	Redevelopment Area
Proposed Use	Commercial
Parcel Size	0.10 +/- acres
Map, Block & Lot Number	Map 007 Block 06 Lot 033
Planning & Zoning Board	April 15, 2024
City Commission	April 23, 2024
City Commission Member	District 2 Rose Curtis
Planning Board Member	District 2 Kenda Amin
Citizen Notification	Legal notice was run in the March 30, 2024 edition of the Griffin Daily News for the Planning & Zoning Meeting and for the City Board of Commissioners Public Hearing. A sign was placed on the proposed property illustrating the purpose, date and time of both meetings on March 20, 2024.

Proposal/Site Location:

The applicant, Brenin Mobley, is requesting a zoning change from Medium Density Residential (MDR) to Neighborhood Business District (NBD). Since the previous use was commercial and the zoning is Medium Density Residential, (MDR), the property is considered non-conforming. The applicant would like to keep the use commercial for the property. In order to do so, they need to change the zoning from Medium Density Residential, (MDR) to Neighborhood Business District, (NBD). By changing the zoning, this will also change the property from a non-conforming use to a permitted use. The subject property is currently located at 331 East Tinsley Street on a 0.10 ± acre tract of land and the rezoning would apply to 0.10 ± acres.





Zoning Ordinance Sections applicable to this Application:

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

- Article 4. Section 405 - Standards for review for zoning amendments (Rezoning)
- Article 4. Section 408 - Public Hearings
- Article 7. Section 708 – Medium Density Residential (MDR)
- Article 7. Section 711 – Neighborhood Business District (NBD)

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

Section	Consistency	Reason
Housing	N/A	Character Area Map has the subject property planned as Residential and Commercial
Citizen Notification & Participation	Yes	Legal Notice ran in the March 30, 2024 edition of the *Griffin Daily News* for Planning & Zoning Meeting and for City Board of Commissioners Public Hearing. Signage was placed on the proposed property, illustrating the purpose, date and time of both meetings on March 20, 2024.
Economic Development	Yes	Provide commercial services

Natural & Historic Development	N/A	To staff's knowledge, the property has no historical significance.
Community Facilities	Yes	Water & sanitary sewer are accessible; electricity served by City of Griffin.
Land Use	Yes	Proposed rezoning is consistent with the Comprehensive Plan and the Character Area Map

Application Review

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

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

Direction	Zoning	Existing Uses
North	MDR	Residential
South	MDR	Residential
East	MDR	Residential
West	MDR	Residential

The subject property is currently zoned Medium Density Residential (MDR). The properties immediately surrounding to the north, south, east, and west are all zoned Medium Density Residential (MDR).

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

The property to be affected by the rezoning proposal may not have a reasonable economic use as currently zoned. The property is currently zoned Medium Density Residential, but the previous use was commercial. The owner is requesting this parcel to be rezoned to Neighborhood Business District (NBD) as it will continue to be used as a commercial property as it has been in previous years.

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

The proposed zoning will permit a use that is suitable in regards to the use and development of adjacent and nearby properties. The Comprehensive Plan has this

address located in the Redevelopment Area. Recommended land uses for this area are general commercial, general retail, medical / dental clinics as well as low, medium, and high density residential. The appropriate zoning designations for the Redevelopment Area are Neighborhood Business District for commercial and Special Housing Revitalization Overlay District, all Low Density Residential, Medium Density Residential, and both High Density Residential zoning districts for residential. The proposed zoning of Neighborhood Business District can be considered suitable.

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

There is no relative gain to the public in maintaining the existing zoning for the 0.10-acre tract. Rezoning does not go against the intent of the Comprehensive Plan which has residential and commercial in the Redevelopment Area. Should the use stay residential, the owner would have to completely renovate the building to create a livable space or demolish and rebuild a house. Should the building be demolished, it would be extremely difficult to place a house on this property as the lot dimensions are 37 wide and 120 deep. Current MDR zoning setbacks are front yard 35ft, side yard 10ft, and rear yard 25ft. This property is a corner lot; therefore, it has two front yard setbacks of 35ft. as front yards apply to the yard areas adjacent to both streets. Even with the administrative variance of 25% of the setbacks allowed through the residential in-fill regulations in 605 B, the house could only be 3.25 ft wide to meet the setback requirements. By leaving the zoning as residential, the building would most likely remain vacant. The rezoning would allow the commercial use to continue and will remove the legal nonconformity (grandfathering) that has been associated with this property for many years.

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

The area designated as Redevelopment Areas are characterized by existing neighborhoods in primarily suburban parts of the Griffin that are in need of redevelopment and revitalization, but are not facing immediate pressure to a more dense and urban style of suburban development. Redevelopment Areas are suitable for medium to high density residential use as well as small scale neighborhood commercial with a focus on accessibility for pedestrians and alternative forms of transportation as well as vehicles. The proposed business will be a small grocery store which will provide food, drinks, and other necessities within walking distance of residents living in the surrounding area. Economic Development (ED)Action 1.2(1) for the Redevelopment Areas is to incentivize development to provide equitable access to healthy and affordable food for all residents. The rezoning of this property will help to accomplish this goal. The proposed rezoning is consistent with the City of Griffin Comprehensive Plan and the Character Area Map. The use of this parcel is commercial and the City of Griffin supplies the water, sewer, and electric.

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

The applicant's rezoning request to Neighborhood Business District (NBD) is not compatible with surrounding properties and uses; however, the Comprehensive Plan and the Character Area map indicate this parcel can be either residential or commercial. The building is a commercial structure and would need to be renovated in order to have a house on this parcel. By leaving the zoning as residential, the building would most likely remain vacant. Currently, this parcel has a nonconforming use and without a successful rezoning, this address will not be viable.

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

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

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

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

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

The property is currently vacant. The applicant recently purchased the property and has been unable to have a commercial business due to the residential zoning. The commercial businesses that have occupied this parcel before were a mini mart / deli shack and a convenience store with a deli. This property has had a legal nonconforming (grandfathered) commercial use for several decades and the rezoning from residential to commercial will make the use a permitted use.

Staff Comments:

The applicant, Brenin Mobley, is requesting a zoning change from Medium Density Residential (MDR) to Neighborhood Business District (NBD). Since the previous use was commercial and the zoning is Medium Density Residential, (MDR), the property is considered non-conforming. The applicant would like to keep the use commercial for the property. In order to do so, they need to change the zoning from Medium Density Residential, (MDR) to Neighborhood Business District, (NBD). By changing the zoning, this will also change the property from a

non-conforming use to a permitted use. The subject property is currently located at 331 East Tinsley Street on a 0.10 ± acre tract of land and the rezoning would apply to 0.10 ± acres.

Planning and Development Staff Recommendation(s):

Planning staff recommends APPROVAL of the request (24-REZ-01) to rezone 0.10 +/- acres tract of land located at 331 East Tinsley Street from Medium Density Residential to Neighborhood Business District.

Submitted by:

Michelle Haynes
Principal Planner
Planning and Development Services

AGENDA ITEM SUMMARY

ITEM SUMMARY:

Consider a Resolution to amend the City of Griffin's Fiscal Year 2023-2024 Operating & Capital Budget for Third Quarter housekeeping amendments in the amount of $8,000.00. *Budget Analyst, Angela Thompson will address.*

SPECIAL CONSIDERATIONS OR CONCERNS:

This budget amendment re-allocates existing appropriations of funds in order to account for the recognition of purchases that result from budgetary changes or accounting treatments for compliance between the nature of the purchase and with the chart of accounts and increases the budget to recognize additional revenue and appropriate that revenue for expenditure for a grant received within the Mainstreet Fund.

STAFF RECOMMENDATION:

Staff recommends approval.

FINANCIAL IMPACT:

The budget amendment re-allocates $453,585.69 in funds that have previously been appropriated in the General, Water & Wastewater, Electric, Stormwater and Golf Course Funds and also appropriates an additional $8,000.00 in the Mainstreet Fund to recognize additional revenue received from a grant award and appropriate that additional revenue for expenditure.

Submitted By:
Angela Thompson

Meeting Date:
23/04/2024

ATTACHMENTS:
AGENDA ITEM 20240423 BA Resolution Third Quarter Housekeeping Budget Amendment.pdf
Third Quarter Housekeeping Budget Amendment.pdf

RESOLUTION

A RESOLUTION TO AMEND THE FISCAL YEAR 2023-2024 OPERATING & CAPITAL BUDGET IN THE AMOUNT OF $8,000.00

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

WHEREAS, on June 13, 2023, the Board of City Commissioners adopted the Fiscal Year 2023-2024 Operating & Capital Budget; and

WHEREAS, the Board of City Commissioners approve amending the City of Griffin's Fiscal Year 2023-2024 Operating and Capital Budget by reallocating $453,585.69 within the General Fund, Water & Wastewater Fund, Electric Fund, Stormwater Fund, and Golf Course Fund and appropriate additional funds totaling $8,000.00 within the Mainstreet Fund.

BE IT RESOLVED by the Board of City Commissioners this 23rd day of April, 2024, that the Fiscal Year 2023-2024 Operating & Capital Budget be, and is hereby, amended in the amount of $8,000.00 as follows:

SEE DETAILED FISCAL YEAR 2023-2024 Operating & Capital Budget Third Quarter Housekeeping Amendment- Attached

_____

Douglas Hollberg, Mayor

_____

Jessica O'Connor, Secretary

Fiscal Year 2023-2024 Operating Capital Budget
Third Quarter Housekeeping Amendment

Item or Project	Account Number	Account Description	Budgetary Debit	Budgetary Credit
Amendment #1				
To reclass funds from Tools & Small Equipment to Repair & Maintenance Services for Maintenance Agreement for Currency Counter	510-1590-53-1600-0000	Tools & Small Equipment	-	(388.00)
To reclass funds from Tools & Small Equipment to Repair & Maintenance Services for Maintenance Agreement for Currency Counter	510-1590-52-2200-0000	Repair & Maintenance Services	388.00	-
			388.00	(388.00)
Amendment #2				
To reclass funds from IT Repair & Maintenance Services to Customer Service for Kiosk Installation	101-1535-52-2200-0000	Repair & Maintenance Services	-	(6,950.00)
To reclass funds from IT Repair & Maintenance Services to Customer Service for Kiosk Installation	101-0000-61-	Transfers to Electric Fund	6,950.00	-
To reclass funds from IT Repair & Maintenance Services to Customer Service for Kiosk Installation	510-0000-39-	Transfers from General Fund	-	(6,950.00)
To reclass funds from IT Repair & Maintenance Services to Customer Service for Kiosk Installation	510-1590-54-2500-0000	Capital Equipment	6,950.00	-
			13,900.00	(13,900.00)
Amendment #3				
To reclass funds from Street Department Operating Supplies to Citizen Engagement for Street Sign Banners	101-4220-53-1120-0000	Operating Supplies	-	(10,000.00)
To reclass funds from Street Department Operating Supplies to Citizen Engagement for Street Sign Banners	101-1570-53-1600-0000	Tools & Small Equipment	10,000.00	-
			10,000.00	(10,000.00)
Amendment #4				
To reclass funds from Golf Course Landscaping Supplies to Technical Services for Fertilizer Application	591-5130-53-1720-0000	Landscaping Supplies	-	(16,901.00)
To reclass funds from Golf Course Landscaping Supplies to Technical Services for Fertilizer Application	591-5130-52-1300-0000	Technical Services	16,901.00	-
			16,901.00	(16,901.00)
Amendment #5				
To reclass funds from Sign Shop R&M Services and R&M Supplies to Operating Supplies for new Speed Limit Signs	101-4270-52-2200-0000	Repair & Maintenance Services	-	(15,000.00)
To reclass funds from Sign Shop R&M Services and R&M Supplies to Operating Supplies for new Speed Limit Signs	101-4270-53-1130-0000	Repair & Maintenance Supplies	-	(9,279.50)
To reclass funds from Sign Shop R&M Services and R&M Supplies to Operating Supplies for new Speed Limit Signs	101-4270-53-1120-0000	Operating Supplies	24,279.50	-
			24,279.50	(24,279.50)
Amendment #6				
To reclass funds from Shoal Creek Basin Collection System Improvements for Sanitary Sewer Evaluation Study	505-4340-54-1400-0000	Infrastructure	-	(262,300.00)
To reclass funds from Shoal Creek Basin Collection System Improvements for Sanitary Sewer Evaluation Study	505-4340-52-1300-0000	Technical Services	262,300.00	-
			262,300.00	(262,300.00)
Amendment #7				
To reclass funds from Wastewater Operations Manager Professional Fees to Repair & Maintenance Services for truck repairs	505-4410-52-1200-0000	Professional Fees	-	(3,600.00)
To reclass funds from Wastewater Operations Manager Professional Fees to Repair & Maintenance Services for truck repairs	505-4420-52-2200-0000	Repair & Maintenance Services	3,600.00	-
			3,600.00	(3,600.00)
Amendment #8				
To recognize Grant proceeds received for the "More than Murals" Project and appropriate expenditure of those funds	952-6550-33-4150-0000	Grants-Operating-Georgia Council for the Arts	-	(8,000.00)
To recognize Grant proceeds received for the "More than Murals" Project and appropriate expenditure of those funds	952-6552-57-1049-0000	Payments to Chamber of Commerce	8,000.00	-
			8,000.00	(8,000.00)
Amendment #9				
To appropriate Commission Contingency Funds for REBC Grant application as approved at the Commission Meeting Nov 28, 2023	101-1110-57-9000-0000	Commission Contingency	-	(8,175.00)
To appropriate Commission Contingency Funds for REBC Grant application as approved at the Commission Meeting Nov 28, 2023	101-4220-52-1200-0000	Professional Fees	8,175.00	-
			8,175.00	(8,175.00)
Amendment #10				
To reclass funds from Operating Supplies to Technical Services for removal of additional hazardous trees	101-4220-53-1120-0000	Operating Supplies	-	(50,000.00)
To reclass funds from Operating Supplies to Technical Services for removal of additional hazardous trees	101-4220-52-1300-0000	Technical Services	50,000.00	-
			50,000.00	(50,000.00)
Amendment #11				
To reclass funds from Repair & Maintenance Supplies & Tools & Small Equipment to Repair & Maintenance Services for repairs at Third Ward Park	101-5220-53-1600-0000	Tools & Small Equipment	-	(10,000.00)
To reclass funds from Repair & Maintenance Supplies & Tools & Small Equipment to Repair & Maintenance Services for repairs at Third Ward Park	101-5220-53-1120-0000	Repair & Maintenance Supplies	-	(6,112.88)
To reclass funds from Repair & Maintenance Supplies & Tools & Small Equipment to Repair & Maintenance Services for repairs at Third Ward Park	101-5220-52-2200-0000	Repair & Maintenance Services	16,112.88	-
			16,112.88	(16,112.88)

Fiscal Year 2023-2024 Operating Capital Budget
Third Quarter Housekeeping Amendment

Item or Project	Account Number	Account Description	Budgetary Debit	Budgetary Credit
Amendment #12				
To reclass funds from various accounts within Historic City Hall Budget for repairs to Historic City Hall Roof	101-6190-52-2140-0000	Landscaping Services	-	(1,000.00)
To reclass funds from various accounts within Historic City Hall Budget for repairs to Historic City Hall Roof	101-6190-52-3400-0000	Printing & Binding	-	(500.00)
To reclass funds from various accounts within Historic City Hall Budget for repairs to Historic City Hall Roof	101-6190-52-3300-0000	Advertising	-	(1,000.00)
To reclass funds from various accounts within Historic City Hall Budget for repairs to Historic City Hall Roof	101-6190-52-3200-0000	Communications	-	(22.11)
To reclass funds from various accounts within Historic City Hall Budget for repairs to Historic City Hall Roof	101-6190-53-1210-0000	Water & Sewer	-	(500.00)
To reclass funds from various accounts within Historic City Hall Budget for repairs to Historic City Hall Roof	101-6190-53-1230-0000	Electricity	-	(1,104.10)
To reclass funds from various accounts within Historic City Hall Budget for repairs to Historic City Hall Roof	101-6190-52-2200-0000	Repair & Maintenance Services	4,126.21	-
			4,126.21	(4,126.21)
Amendment #13				
To Reclass funds from Professional Fees to Memberships & Dues for National Animal Control Association Dues for Animal Control Officers	101-3910-52-1200-0000	Professional Fees	-	(100.00)
To Reclass funds from Professional Fees to Memberships & Dues for National Animal Control Association Dues for Animal Control Officers	101-3910-52-3600-0000	Memberships & Dues	100.00	-
			100.00	(100.00)
Amendment #14				
To reclass funds from Street Department Repair & Maintenance Supplies to Books & Periodicals	101-4220-53-1130-0000	Repair & Maintenance Supplies	-	(385.00)
To reclass funds from Street Department Repair & Maintenance Supplies to Books & Periodicals	101-4220-53-1400-0000	Books & Periodicals	385.00	-
			385.00	(385.00)
Amendment #15				
To reclass funds within the Department Public Works Office of Director to cover over budget items	101-4210-53-1120-0000	Operating Supplies	-	(140.86)
To reclass funds within the Department Public Works Office of Director to cover over budget items	101-4210-53-1700-0000	Other Supplies	140.86	-
To reclass funds within the Department Public Works Office of Director to cover over budget items	101-4210-52-2200-0000	Repair & Maintenance Services	-	(234.80)
To reclass funds within the Department Public Works Office of Director to cover over budget items	101-4210-53-1400-0000	Books & Periodicals	234.80	-
			375.66	(375.66)
Amendment #16				
To reclass funds from realized fuel savings to provide funding for Police Officers receiving Master Police Officer Certifications	101-3221-51-1100-0000	Salaries & Wages	4,240.00	-
To reclass funds from realized fuel savings to provide funding for Police Officers receiving Master Police Officer Certifications	101-3221-51-2200-0000	FICA	263.00	-
To reclass funds from realized fuel savings to provide funding for Police Officers receiving Master Police Officer Certifications	101-3221-51-2300-0000	Medicare	62.00	-
To reclass funds from realized fuel savings to provide funding for Police Officers receiving Master Police Officer Certifications	101-3221-51-2410-0000	Pension	845.00	-
To reclass funds from realized fuel savings to provide funding for Police Officers receiving Master Police Officer Certifications	101-3221-51-2110-0000	Life Insurance	17.00	-
To reclass funds from realized fuel savings to provide funding for Police Officers receiving Master Police Officer Certifications	101-3221-51-2120-0000	Long-term Disability Insurance	17.00	-
To reclass funds from realized fuel savings to provide funding for Police Officers receiving Master Police Officer Certifications	101-3223-51-1100-0000	Salaries & Wages	3,880.00	-
To reclass funds from realized fuel savings to provide funding for Police Officers receiving Master Police Officer Certifications	101-3223-51-2200-0000	FICA	241.00	-
To reclass funds from realized fuel savings to provide funding for Police Officers receiving Master Police Officer Certifications	101-3223-51-2300-0000	Medicare	57.00	-
To reclass funds from realized fuel savings to provide funding for Police Officers receiving Master Police Officer Certifications	101-3223-51-2410-0000	Pension	773.00	-
To reclass funds from realized fuel savings to provide funding for Police Officers receiving Master Police Officer Certifications	101-3223-51-2110-0000	Life Insurance	16.00	-
To reclass funds from realized fuel savings to provide funding for Police Officers receiving Master Police Officer Certifications	101-3223-51-2120-0000	Long-term Disability Insurance	16.00	-
To reclass funds from realized fuel savings to provide funding for Police Officers receiving Master Police Officer Certifications	101-3224-51-1100-0000	Salaries & Wages	660.00	-
To reclass funds from realized fuel savings to provide funding for Police Officers receiving Master Police Officer Certifications	101-3224-51-2200-0000	FICA	41.00	-
To reclass funds from realized fuel savings to provide funding for Police Officers receiving Master Police Officer Certifications	101-3224-51-2300-0000	Medicare	10.00	-
To reclass funds from realized fuel savings to provide funding for Police Officers receiving Master Police Officer Certifications	101-3224-51-2410-0000	Pension	132.00	-
To reclass funds from realized fuel savings to provide funding for Police Officers receiving Master Police Officer Certifications	101-3224-51-2110-0000	Life Insurance	3.00	-
To reclass funds from realized fuel savings to provide funding for Police Officers receiving Master Police Officer Certifications	101-3224-51-2120-0000	Long-term Disability Insurance	3.00	-
To reclass funds from realized fuel savings to provide funding for Police Officers receiving Master Police Officer Certifications	101-3223-53-1270-0000	Gas & Diesel Fuel	-	(11,276.00)
			11,276.00	(11,276.00)
Amendment #17				
To reclass funds from Operating Supplies to Tools & Small Equipment in the Wastewater Laboratory for compliance with State Uniform Chart of Accounts	505-4335-53-1120-0000	Operating Supplies	-	(100.00)
To reclass funds from Operating Supplies to Tools & Small Equipment in the Wastewater Laboratory for compliance with State Uniform Chart of Accounts	505-4335-53-1600-0000	Tools & Small Equipment	100.00	-
			100.00	(100.00)
Amendment #18				
To reclass funds rolled from FY23 to FY24 for PD Range Repairs & Maintenance Services from the Range to Police Facilities	101-3240-52-2200-0000	Repair & Maintenance Services	-	(30,186.44)
To reclass funds rolled from FY23 to FY24 for PD Range Repairs & Maintenance Services from the Range to Police Facilities	101-3240-52-2200-0000	Repair & Maintenance Services	30,186.44	-
			30,186.44	(30,186.44)

Fiscal Year 2023-2024 Operating Capital Budget
Third Quarter Housekeeping Amendment

Item or Project	Account Number	Account Description	Budgetary Debit	Budgetary Credit
Amendment #19				
To reclass funds within Supply accounts for Stormwater Administration and Environmental Monitoring Divisions	560-4730-53-1120-0000	Operating Supplies	-	(150.00)
To reclass funds within Supply accounts for Stormwater Administration and Environmental Monitoring Divisions	560-4730-53-1300-0000	Food	150.00	-
To reclass funds within Supply accounts for Stormwater Administration and Environmental Monitoring Divisions	560-4710-53-1270-0000	Gas & Diesel Fuel	-	(360.00)
To reclass funds within Supply accounts for Stormwater Administration and Environmental Monitoring Divisions	560-4710-53-1300-0000	Food	360.00	-
			510.00	(510.00)
Amendment #20				
To reclass funds within Services accounts for Wastewater Lift Station Maintenance & Repairs	505-4336-52-2200-0000	Repair & Maintenance Services	-	(870.00)
To reclass funds within Services accounts for Wastewater Lift Station Maintenance & Repairs	505-4336-52-2320-0000	Rental of Equipment	870.00	-
			870.00	(870.00)
		Total Revenue	-	(8,000.00)
		Total Expenditures/Expenses	454,635.69	(446,635.69)
		Total Transfers In	-	(6,950.00)
		Total Transfers Out	6,950.00	-
		Total Budgetary Debits/Credits	461,585.69	(461,585.69)
		General Fund	161,966.69	(161,966.69)
		Water & Wastewater Fund	266,870.00	(266,870.00)
		Electric Fund	7,338.00	(7,338.00)
		Stormwater Fund	510.00	(510.00)
		Golf Course Fund	16,901.00	(16,901.00)
		Mainstreet Fund	8,000.00	(8,000.00)
			461,585.69	(461,585.69)

AGENDA ITEM SUMMARY

ITEM SUMMARY:

Consider, on first reading, amendments to the Environmental Council ordinance, Code of Griffin, Chapter 42, *Environment*, Section 42, *Environmental Council*. *Staff Attorney, Kelsey Carden, will address.*

SPECIAL CONSIDERATIONS OR CONCERNS:

Staff discovered that there were inconsistencies in the environmental ordinance and our tree ordinance. This amendment alters the duties and responsibilities of the Environmental Council so the ordinance is more consistent with current operations and best practices. If adopted, the Environmental Council will act as a recommending body with regarding to the City's tree ordinance rather than a primary decision-making body. All other duties remain unchanged.

The amendment also increases the membership on the Council from seven members to nine members, one of which will be a commissioner appointee. The new member and the Commission member, once appointed, will serve an initial term through December 31, 2024. These positions will be open for reappointment during our standard board appointment process in January 2025. Thereafter, the Commissioner member will serve a one year term and all othe members will serve a three year term.

STAFF RECOMMENDATION:

Staff recommends approval.

FINANCIAL IMPACT:

N/A

Submitted By:
Ariel Blanton

Meeting Date:
23/04/2024

Reviewed By:
Jessica O'Connor

ATTACHMENTS:
FINAL_Environmental_Council_Ordinance_-_Add_Members_and_Amend_Council_Responsibility.pdf
4.17.24_REDLINE_-_Sec._42-1_to_3_Environmental_Council_Ord_Amendment (1).pdf

No. 24 –

AN ORDINANCE

AN ORDINANCE, AMENDING THE CODE OF GRIFFIN, GEORGIA, AT CHAPTER 42, ENVIRONMENT, ARTICLE I, IN GENERAL, SECTION 42-1, ENVIRONMENTAL COUNCIL ESTABLISHED; SECTION 42-2, ENVIRONMENTAL COUNCIL DUTIES AND RESPONSIBILITIES; SECTION 42-3, ENVIRONMENTAL COUNCIL ORGANIZATION; TO PROVIDE AMENDED DUTIES AND RESPONSIBILITIES OF THE ENVIRONMENTAL COUNCIL; TO INCREASE THE NUMBER OF MEMBERS OF THE ENVIRONMENTAL COUNCIL TO NINE, INCLUDING ONE COMMISSIONER MEMBER; TO SET THE TERM FOR THE ADDITIONAL MEMBERS OF THE COUNCIL; TO AMEND THE ATTENDANCE REQUIREMENTS FOR ENVIRONMENTAL COUNCIL MEMBERS; TO PROVIDE FOR AN EFFECTIVE DATE; TO REPEAL ALL ORDINANCES AND PARTS OF ORDINANCES IN CONFLICT HEREWITH; AND FOR OTHER PURPOSES.

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

Section 1. The Code of Griffin, Georgia is hereby amended at Chapter 42, ENVIRONMENT, by amending Section 42-1, Environmental Council Established, through Section 42-3, Environmental Council Organization, which hereinafter shall include the following language:

"**Sec. 42-1. Environmental Council Established.**

The environmental council (hereafter called the "council") is established to act as a volunteer citizen body charged with advising the board of commissioners on policies and procedures that the city may pursue to protect and preserve Griffin's natural resources for future generations.

As a full-service city providing water, sanitation, and electricity, the City of Griffin is well-placed to promote good stewardship of our land, air, water, and energy resources through the pursuit of environmentally sustainable development. The city recognizes that the challenges of sustainable urban development are many and multi-faceted. To meet these challenges successfully the city must draw on its most important resource—the diverse knowledge and skill sets of its citizens.

Sec. 42-2. Environmental Council Duties and Responsibilities.

The council will be charged with the following responsibilities and shall:

(1) Provide the board of commissioners with recommendations on policies and procedures that the city can pursue to preserve and protect Griffin's natural resources for future generations;

(2) Provide the public a means to bring forward ideas that promote environmental sustainability within the City of Griffin;

(3) Facilitate public participation in the setting of goals and benchmarks for the city in its efforts to be a good steward of its environment and natural resources;

(4) Assist city staff with identifying and working with stakeholder groups in furthering programs that promote environmental sustainability;

(5) Assist city staff with public education and outreach activities that promote environmental sustainability;

(6) Provide recommendations for internal program evaluation and reporting, and assist city staff in periodically reporting to the board of commissioners on program effectiveness;

(7) Recommend administrative guidelines for tree conservation and planting within the city.

Sec. 42-3. Environmental Council Organization.

(a) The council shall consist of nine members, including one commissioner, appointed by the board of commissioners. Appointees shall be 18 years of age or greater, a resident of Spalding County, and persons who have demonstrated a knowledge of or strong interest in environmental protection. Initial appointments to the council shall be three members to serve a one-year term, three members to serve a two-year term, and one member to serve a three-year term. Thereafter, each member shall serve a three-year term, with the exception of the commissioner member who shall serve a one-year term. Members may be reappointed to succeed themselves.

(b) The council shall elect one member, excluding the commissioner member, to serve as chair and one member to serve as vice-chair; the council may also create and fill such committees as it may deem necessary, and appoint the committee chair. The term of the chair and vice chair shall be one year, with eligibility for re-election to succeeding terms. Director of Stormwater, or his or her designee, shall serve as secretary.

(c) The environmental council shall establish and post a regular monthly meeting schedule to be conducted in accordance with the Georgia Open Meetings Law. Called meetings may occur more frequently, if noticed in the manner provided by law. All council meetings shall be open to the public, and reasonable notice of the time, place, and location of meetings, together with an agenda of intended business and action items, thereof shall be noticed in accordance with City of Griffin policies and state law. The secretary shall keep minutes of all meetings, in accordance with Georgia Open Meetings Law. A quorum of the council shall consist of a majority of its members. The vote of a simple majority of a quorum shall be necessary to take any official council action.

(d) Any member of the council who misses either (i) three consecutive meetings or (ii) four meetings within a calendar year shall be replaced by the board of commissioners. Absence due to sickness, death of a family member or close friend,

or other emergencies of like nature may be recognized as excused absences and shall not affect the member's status on the council. Members shall attend a minimum of one Environmental Council special event annually and any member who fails to do so shall be replaced by the board of commissioners.

(e) A public comment period shall be allowed at each meeting to allow citizens the opportunity to be heard regarding environmental issues and concerns. The method, timing and duration of such public comment period shall be determined by the council, but the standards and procedures shall be consistent across all meetings. The council may conduct its business once the public comment period is closed."

Section 2. All ordinances and Code sections, or parts thereof, in conflict with the foregoing are expressly repealed.

Section 3. Should any provision of this ordinance be rendered invalid by any court of law, the remaining provisions shall continue in force and effect until amended or repealed by action of the municipal governing authority.

Section 4. Except as modified herein, The Code of Griffin, Georgia, is hereby reaffirmed and restated. The codifier is hereby granted editorial license to include this amendment in future supplements of said Code by appropriate section, division, article or chapter. The city attorney is directed and authorized to direct the codifier to make necessary minor, non-substantive corrections to the provisions of this Code, including but not limited to, the misspelling of words, typographical errors, duplicate pages, incorrect references to state or federal laws, statutes, this Code, or other codes or similar legal or technical sources, and other similar amendments, without necessity of passage of a corrective ordinance or other action of the Board of Commissioners. The city secretary shall, upon the written advice or recommendation of the city attorney and without the necessity of further council action, alter, amend or supplement any non-codified ordinance, resolution or other record filed in his or her office as necessary to effect similar non-substantive changes or revisions and ensure that such public records are correct, complete and accurate.

Section 5. This ordinance shall become effective immediately upon adoption on second and final reading.

First Reading: April 23, 2024

Second Reading: May 14, 2024

Sec. 42-1. Environmental council; established.

The environmental council (hereafter called the "council") is established to act as a volunteer citizen body charged with advising the board of commissioners on policies and procedures that the city may pursue to protect and preserve Griffin's natural resources for future generations.

As a full-service city providing water, sanitation, and electricity, the City of Griffin is well-placed to promote good stewardship of our land, air, water, and energy resources through the pursuit of environmentally sustainable development. The city recognizes that the challenges of sustainable urban development are many and multi-faceted. To meet these challenges successfully the city must draw on its most important resource—the diverse knowledge and skill sets of its citizens.

(Ord. No. 13-07, § 1, 5-28-2013)

Sec. 42-2. Environmental council; duties and responsibilities.

The council will be charged with the following responsibilities and shall:

(1) Provide the board of commissioners with recommendations on policies and procedures that the city can pursue to preserve and protect Griffin's natural resources for future generations;

(2) Provide the public a means to bring forward ideas that promote environmental sustainability within the City of Griffin;

(3) Facilitate public participation in the setting of goals and benchmarks for the city in its efforts to be a good steward of its environment and natural resources;

(4) Assist city staff with identifying and working with stakeholder groups in furthering programs that promote environmental sustainability;

(5) Assist city staff with public education and outreach activities that promote environmental sustainability;

(6) Provide recommendations for internal program evaluation and reporting, and assist city staff in periodically reporting to the board of commissioners on program effectiveness;~~.~~

~~(7) Provide oversight in management of the city's urban forestry program, to include approving or disapproving requests to plant, prune and remove publicly-owned trees;~~

(8) ~~Draft or r~~Recommend administrative guidelines for tree conservation and planting within the city;

~~(9) Examine plans for work on public lands pursuant to the administrative guidelines and monitor compliance therewith.~~

(Ord. No. 13-07, § 1, 5-28-2013)

Sec. 42-3. Environmental council; organization.

(a) The council shall consist of ~~seven~~ nine members, including one commissioner, appointed by the board of commissioners. Appointees shall be 18 years of age or greater, a resident of Spalding County, and persons who have demonstrated a knowledge of or strong interest in environmental protection. Initial appointments to the council shall be three members to serve a one-year term, three members to serve a two-year term, and one member to serve a three-year term. Thereafter, each member shall serve a three-year term, with the exception of the commissioner member who shall serve a one-year term. Members may be reappointed to succeed themselves.

(b) The council shall elect one member, excluding the commissioner member, ~~,~~ to serve as chair and one member to serve as vice-chair; the council may also create and fill such committees as it may deem necessary, and appoint the committee chair. The term of the chair and vice chair shall be one year, with eligibility for re-election to succeeding terms. Director of ~~public works and utilities~~ Stormwater, or his or her designee, shall serve as secretary.

(c) The environmental council shall establish and post a regular monthly meeting schedule to be conducted in accordance with the Georgia Open Meetings Law. Called meetings may occur more frequently, if noticed in the manner provided by law. All council meetings shall be open to the public, and reasonable notice of the time, place, and location of meetings, together with an agenda of intended business and action items, thereof shall be noticed in accordance with City of Griffin policies and state law. The secretary shall keep minutes of all meetings, in accordance with Georgia Open Meetings Law. A quorum of the council shall consist of a majority of its members. The vote of a simple majority of a quorum shall be necessary to take any official council action.

(d) ~~Members shall attend a minimum of one Environmental Council special event annually.~~ Any member of the council who misses either (i) three consecutive meetings or (ii) four meetings within a calendar year shall be replaced by the board of commissioners. Absence due to sickness, death of a family member or close friend, or other emergencies of like nature may be recognized as excused absences and shall not affect the member's status on the council. Members shall attend a minimum of one Environmental Council special event annually and any member who fails to do so shall be replaced by the board of commissioners. ~~Failure to adhere to required attendance will result in removal of board membership.~~

(e) A public comment period shall be allowed at each meeting to allow citizens the opportunity to be heard regarding environmental issues and concerns. The method, timing and duration of such public comment period shall be determined by the council, but the standards and procedures shall be consistent across all meetings. The council may conduct its business once the public comment period is closed.

(Ord. No. 13-07, § 1, 5-28-2013; Ord. No. 21-03 , § 1, 3-23-2021)

AGENDA ITEM SUMMARY

ITEM SUMMARY:

Consider directing MEAG Power to place 100% of the City's 2023 MEAG Power Year End Settlement refund of $1,228,218.00 into the City's MEAG Municipal Competitive Trust Flexible Operating Account- Short Term Portfolio and authorize execution of the MEAG Power Projects 2023 Year-End Settlement Form by the Mayor and the City Manager. *Electric Director, Jennifer Freeman, will address.*

SPECIAL CONSIDERATIONS OR CONCERNS:

The deposit into the Short Term Portfolio allows for an increase in this account for any electric emergency operations, as well as future reserve and debt.

STAFF RECOMMENDATION:

Staff recommends approval.

FINANCIAL IMPACT:

This will increase the amount in the Short Term Portfolio by $1,228,218.00.

Submitted By:
Jennifer Freeman

Meeting Date:
23/04/2024

Reviewed By:
Jessica O'Connor

ATTACHMENTS:
2023 MEAG YES Form.pdf

City of Griffin

MEAG POWER PROJECTS 2023 YEAR-END SETTLEMENT ELECTION FORM

The 2023 year-end settlement refund from MEAG Power applicable to your City/Utility Commission is:

Year-end Settlement Refund	**$1,228,218**

Please complete the following form with respect to the distribution of the above refunds. This election form is to be completed by the City's designated officer(s) authorized to direct the utilization of funds in the Municipal Competitive Trust.

We hereby direct that the following amount of funds available from the 2023 Year-end Settlement from MEAG Power be distributed as follows:

A. DEPOSIT TO THE MUNICIPAL COMPETITIVE TRUST

1. Flexible Operating Account—Short Term Portfolio	100 %	$ 1,228,218
2. Flexible Operating Account—Intermediate Term Portfolio	%	$
3. Flexible Operating Account, Intermediate Extended Maturity Portfolio*	%	$
4. New Generation and Capacity Funding Account—Short Term Portfolio	%	$
5. New Generation and Capacity Funding Account—Intermediate Term Portfolio	%	$
6. New Generation and Capacity Funding Account –Intermediate Extended Maturity Portfolio*	%	$
7. Flexible - MEAG Fund 1 – Ultra Short and Stable Investment Fund	%	$
8. New Generation - MEAG Fund 1 – Ultra Short and Stable Investment Fund	%	$

Subtotal of Dollars into Municipal Competitive Trust $

B. CREDIT TO MEAG POWER MONTHLY BILL:

Credit $_____dollars evenly over _____ number of month(s)

Subtotal of Dollars to be Credited to Monthly Bill $_____

TOTAL YES REFUND ***$1,228,218***

☐ **If you would like the selection(s) you made above to be permanent, until you notify us in writing otherwise, please check this box. This permanent selection will apply only to your MEAG Core Projects year-end settlement over-recovery.**

*** By authorizing the transfer into the new Intermediate Extended Maturity Portfolio, the undersigned acknowledges the following potential liquidity restrictions:**

Under normal circumstances there will be no restrictions on investment purchases into or sales of shares from the Intermediate Extended Maturity Portfolio. On the occurrence of an event that has a material impact on liquidity or operations of the Intermediate Extended Maturity Portfolio, as determined by MEAG Power in its role providing direction to the Municipal Competitive Trust Trustee, MEAG Staff may limit purchases into or sales from the Intermediate Extended Portfolio for a period not to exceed 120 days. Restrictions on investments or sales beyond 120 days would require authorization from the MEAG Board. Such restrictions shall be immediately disclosed to all beneficiaries investing in the Intermediate Extended Maturity Portfolio of the Municipal Competitive Trust as well as the Trustee of the Municipal Competitive Trust (US Bank or its successor).

City of Griffin

MEAG POWER PROJECTS 2023 YEAR-END SETTLEMENT ELECTION FORM

For the election form to be complete, both of the signatures listed below are required.

By:

_____ **Date:**_____

The Honorable Douglas S. Hollberg
Mayor of Griffin

By:

_____ **Date:**_____

Jessica W. O'Connor
City Manager

To be included on your next bill, the form must be returned no later than May 15, 2024 to:

MEAG Power
c/o Cindy Carter
1470 Riveredge Parkway NW
Atlanta, GA 30328
ccarter@meagpower.org
Phone: 770-563-0526

AGENDA ITEM SUMMARY

ITEM SUMMARY:

Consider a Statement of Work from KCI Technologies under Master Services Agreement for the Shoal Creek WPCP expansion and upgrade engineering services in the amount of $3,350,000.00, and amend the budget accordingly. *Director of Water and Wastewater, Brandon Lewis, will address.*

SPECIAL CONSIDERATIONS OR CONCERNS:

This statement of work will authorize KCI Technologies to begin the design work needed to upgrade the Shoal Creek WPCP to a direct discharge facility. This work is part of the compliance schedule of the Corrective Action Plan approved by the EPD as part of the Consent Order for the Blanton Mill LAS non-compliance issue. Once the upgraded and expanded Shoal Creek WPCP is complete, the Blanton Mill LAS will be decommissioned, thus resolving the matter of non-compliance.

STAFF RECOMMENDATION:

Staff recommends approval.

FINANCIAL IMPACT:

A budget amendment has been prepared to allocate funding from the Capacity Recovery Fund in the amount of $3,350,000.00 for this work.

Submitted By:
Brandon Lewis

Meeting Date:
23/04/2024

Reviewed By:
Jessica O'Connor

ATTACHMENTS:
AGENDA ITEM 20240423 BA Resolution Shoal Creek WWTP Expansion KCI TOF.pdf
SOW KCI Shoal Creek.pdf

RESOLUTION

A RESOLUTION TO AMEND THE FISCAL YEAR 2023-2024 OPERATING & CAPITAL BUDGET IN THE AMOUNT OF $3,350,000.00

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

WHEREAS, on June 13, 2023, the Board of City Commissioners adopted the Fiscal Year 2023-2024 Operating & Capital Budget; and

WHEREAS, the Board of City Commissioners approve amending the City of Griffin's Water & Wastewater Fund Fiscal Year 2023-2024 Operating and Capital Budget by appropriating $3,350,000 to Capital Outlay – Infrastructure in Shoal Creek Wastewater Treatment Plant Division, for Fiscal Year 2024, for the purpose set forth below; and

BE IT RESOLVED by the Board of City Commissioners this 23rd day of April, 2024, that the Fiscal Year 2023-2024 Operating & Capital Budget be, and is hereby, amended in the amount of $3,350,000.00 as follows:

WATERSHED MANAGEMENT FUND

INCREASE EXPENSE – Shoal Creek Wastewater Treatment Plant

505-4331-54-1400-0000	Capital Outlay – Infrastructure	$ 3,350,000.00

Fund balance - implied

_____

Douglas Hollberg, Mayor

_____

Jessica O'Connor, Secretary

DocuSign Envelope ID: 3BE8C50B-E6F7-4C70-BA24-A850CD816FF6

STATEMENT OF WORK No. 2 (Rev. 2)
under the

KCI MSA for Professional Services

KCI Project Number 962306595.2302

This Statement of Work effective as of the date of the last signature ("Effective Date") is entered into by **KCI Technologies, Inc.**, with a business address of 106 Clair Drive, Piedmont, SC 29673 ("KCI") and **City of Griffin**, with a business address of 100 S. Hill Street, Griffin, GA 30223 ("Client") with regard to the project identified below ("Project"). Client and KCI shall collectively be referred to herein as the "Parties."

The Project:	**GRI – Shoal Creek WPCP Expansion – Engineering**
Project Address:	**2940 West Ellis Road, Griffin, GA, 30224**
Client's Representative:	**Mr. Brandon Lewis**
KCI's Representative:	**Thomas Vollmar, PE**

All services provided by the Parties on the Project shall be governed by the terms of this Statement of Work and those in the KCI Master Services Agreement for Professional Services ("MSA") attached hereto as Attachment A and incorporated by reference herein.

Scope of Services
KCI's scope of services, including deliverables, is detailed below.

KCI will perform preliminary and final design activities for the expansion of the Shoal Creek WPCP to 5.0 MGD ADF capacity with discharge to surface water (location to be determined based on Planning Wasteload Allocations requested from GA EPD under a separate scope). KCI's intent is to design a Mixed Liquor Recycle system consistent with the general characteristics and performance described in KCI's Feasibility Study Technical Memorandum (April 2022). KCI will also prepare a plans and specifications package suitable for construction permitting, bidding, and construction employing traditional design-bid-build (DBB) delivery. Additional meetings, coordination, or other activities related to alternate delivery methods are not included in this scope. The scope is more fully described below.

TASK 1: PRELIMINARY DESIGN

- Update the Design Basis developed for the April 2022 feasibility study for Client approval.
- Provide preliminary field engineering at both the existing WPCP and the LAS:

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  - Provide geotechnical investigation of the proposed construction site for use in structural design. KCI assumes marking of existing underground utilities for the project area will be performed by the City of Griffin prior to geotechnical borings or site survey.
  - Perform a site survey to provide base drawings. Survey will provide topography of the site and indicate marked underground utilities, geotechnical borings, and existing above-grade structures and features.
  - Wetlands delineation at WWTP and proposed outfall location at Blanton Mill LAS.
- Prepare preliminary design drawings including civil/site, general arrangement, and process flow diagram(s).
- Prepare 30% specification documents, including: Major Equipment List; Preliminary Performance Specifications; and Preliminary Specification List.
- Prepare preliminary plans for 30% design review by Client.
- Prepare preliminary Opinion of Probable Cost (OPC) based on 30% design.
- Prepare preliminary project schedule.
- Schedule and attend a 30% design review meeting with Client (on-site).
- Deliverables:
  - Updated Design Basis
  - Preliminary (30%) Plans
  - Major Equipment List
  - Preliminary Performance Specifications
  - Preliminary Specification List
  - Preliminary OPC
  - Preliminary Project Schedule

TASK 2: FINAL DESIGN

- Prepare detailed design drawings including civil/site, mechanical process, piping and instrumentation diagrams, electrical, architectural, structural, HVAC/mechanical, landscaping, and other disciplines as required.
- Incorporate 30% design review comments into drawings and technical specifications.
- Coordinate with the Client staff and funding agency to prepare Contract Documents ("front-end" documents) conforming with Client and/or funding agency requirements.
- Prepare 60% OPC.
- Deliver 60% Plans, Specifications, Contract Documents, and OPC for Client review.
- Schedule and attend a 60% design review meeting with Client (on-site).
- Incorporate 60% design review comments into Plans, Specifications, and Contract Documents.
- Prepare Final OPC based on 90% Plans and Specifications.
- Update Project Schedule.
- Deliver 90% Plans, Specifications, Contract Documents, OPC, and schedule for Client review.
- Schedule and attend a 90% design review meeting with Client (remote).
- Incorporate 90% design review comments into Final Construction Documents (Contract Documents, Plans, and Specifications).

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- Deliver Final Construction Documents to appropriate review agencies for approval. KCI assumes agency review is limited to GEFA and GA EPD.
- Respond to one set of comments from each agency and update Construction Documents accordingly.
- Deliverables (all in PDF format):
    - 60% Plans and Specifications
    - 60% OPC
    - 90% Plans and Specifications
    - 90% OPC
    - 90% Contract Documents
    - Final Construction Documents for Agency review

TASK 3: PERMITING ASSISTANCE

- Wetlands Permit Assistance
    - Preparation and submittal of Pre-Construction Notification (PCN) to US Army Corps of Engineers (US ACE).
    - Preparation of application for Nationwide Permit (NWP) coverage for wetlands impacts.
- NPDES Permit Assistance
    - Preparation of Environmental Information Document (EID).
    - Preparation of Design Development Report (DDR).
    - Preparation of NPDES Permit application for the expanded Shoal Creek WPCP.
    - Review of draft NPDES Permit for facility and prepare response to GA EPD.
    - Modifications to plans and specifications in response to GA EPD comments.
- Preparation of Stormwater NPDES Construction General Permit (CGP) NOI and SWPPP.

TASK 4: FUNDING ASSISTANCE AND COORDINATION

- This task is an hourly Not-to-Exceed allowance to provide additional assistance as requested by the City with funding application development, funding agency required documentation, reimbursement draw requests, completion of periodic agency updates, and any necessary coordination with the selected funding agency or agencies. It is anticipated that project funding may come from a combination of sources, such as GEFA and WIFIA. Typical activities may include assistance in preparing a Letter of Interest, pre-application, or application for WIFIA funding, and coordination of GEFA and WIFIA BABA, Davis Bacon, and NEPA requirements in the contract documents.

TASK 5: BIDDING

- Prepare Contract / Bid Documents and obtain approval to advertise from City and the funding agencies. It is anticipated that the project will consist of one prime construction contract.
- Coordinate the insertion of an advertisement or invitation to bid in a local newspaper. Notification of the advertisement or invitation to bid will also be sent to area contractors

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who might be interested in bidding the project.

- Host the Contract / Bid Documents on our website, Quest, for bidders to download.
- Conduct a Pre-bid conference and provide meeting minutes to all plan holders.
- During the bid advertisement / invitation period, provide necessary information to satisfactorily resolve any questions which might arise from potential bidders or equipment/material suppliers.
- Conduct bid opening, review and tabulate all bids received and review the qualifications of any bidder, if deemed appropriate.
- Provide a Recommendation of Award.

TASK 6: CONSTRUCTION ADMINISTRATION (CA) SERVICES

- Upon authorization to award the construction project, prepare and coordinate the completion and execution of the contract documents. It is anticipated that the project will consist of one prime construction contract.
- Schedule and conduct a pre-construction conference.
- Shop Drawings:
    - Establish and administer a procedure for receiving all tracking all submittals made by the Contractor.
    - Review, approve, or take other appropriate action in respect to Shop Drawings, Samples, and other data in which Contractor is required to submit, but only for conformance with the requirements set for the in the Contract Documents and compatibility with the design concept of the completed project as a functioning whole as indicated by the Contract Documents. Such reviews, approvals, or other actions will not extend to means, methods, techniques, sequences, or procedures of construction or to safety precautions and programs incident thereto.
    - KCI shall meet the review schedule as required by the Contract Documents.
- Construction Site Visits
    - Make periodic site visits to the construction site to confirm that design is completed in accordance with the design documents.
    - Visits shall be appropriate to the various stages of construction and may include attendance at critical activities such as concrete pours.
    - A total of thirty (30) visits is included in the scope. Note that these site visits are exclusive of the routine construction observation included in Task 6 (Resident Project Representative).
- Schedule, prepare for, attend, and conduct progress meetings at the project site to include City staff and Contractor's representative(s). These meetings will normally be held on a monthly basis. Prepare and distribute meeting minutes to all attendees and key team members. A total of twenty-one (21) on-site progress meetings is assumed in the scope, plus three (3) remote meetings during mobilization, demobilization, or other low activity periods.
- Recommend to the City that Contractor's Work be rejected while it is in progress if, on the basis of the KCI's observations, KCI believes that such Work will not produce a completed project that conforms generally to the Contract Documents or that it will

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threaten the integrity of the design concept of the completed project as a functioning whole as indicated in the Contract Documents.

- Issue necessary clarifications and interpretations of the Contract Documents as appropriate to the orderly completion of Contractor's work. Such clarifications and interpretations will be consistent with the intent of and reasonably inferable from the Contract Documents.
- Should the Contractor submit claims related to the project and/or modifications become necessary to meet the City's needs for the project, KCI shall review the claims and/or proposed modifications and advise the City on the approach for resolution of the related issues. KCI shall review justification for all claims for modifications to the project cost and/or schedule and develop recommendations to the City for the fair and equitable resolution of such claims. This will include the review and preparation of Change Orders to the Contract.
- Receive and review certificates of inspections, tests, and approvals required by the Contract Documents. KCI's review of such certificates will be for the purpose of determining that the results certified indicate compliance with the Contract Documents and will not constitute an independent evaluation that the content or procedures of such inspections, tests, or approvals comply with the requirements of the Contract Documents. KCI shall be entitled to rely on the results of such tests.
- Pay Request Review
    - Determine the amounts that KCI recommends the Contractor be paid, based on such observations and review, that, to the best of KCI's knowledge, information, and belief, Contractor's Work has progressed to the point indicated, the quality of such Work is generally in accordance with the Contract Documents, and the conditions precedent to Contractor's being entitled to such payment appear to have been fulfilled in so far as it is KCI's responsibility to observe Contractor's Work.
    - By recommending any payment, KCI shall not thereby be deemed to have represented that observations made by KCI to check the quality or quantity of Contractor's Work as it is performed and furnished have been exhaustive, extended to every aspect of Contractor's Work in progress, or involved detailed inspections of the Work beyond the responsibilities specifically assigned to KCI in this Agreement and the Contract Documents. Neither KCI's review of Contractor's Work for the purposes of recommending payments nor KCI's recommendation of any payment including final payment will impose on KCI responsibility to supervise, direct, or control Contractor's Work in progress or for the means, methods, techniques, sequences, or procedures of construction or safety applicable to Contractor's furnishing and performing the Work. It will also not impose responsibility on KCI to make any examination to ascertain how or for what purposes Contractor has used the moneys paid on account of the Contract Price, or to determine that title to any portion of the Work in progress, materials, or equipment has passed to Owner free and clear of any liens, claims, security interests, or encumbrances, or that there may not be other matters at issue between Owner and Contractor that might affect the amount that should be paid.
- Receive, review, and transmit to the City maintenance and operating manuals, schedules, guarantees, bonds, certificates, or other evidence of insurance required by

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the Contract Documents, certificates of inspection, tests and approvals, Shop Drawings, Samples, and other data approved as described above.

- Promptly after notice from Contractor that Contractor considers the entire Work ready for its intended use, in company with the City and the Contractor, conduct a pre-final inspection to determine if the Work is substantially complete. If after considering any objections of the City, KCI considers substantially complete, KCI shall deliver a letter certifying the date of the Substantial Completion to the City and Contractor.
- Prepare a punch list of items for the Contractor to address, assist in resolving punch list items with the Contractor, and perform follow-up visits to verify the satisfactory resolution of all punch list items.
- In company with the City's representative, conduct a final inspection to determine if the completed Work of Contractor is acceptable so that KCI may recommend, in writing, final payment to Contractor.
- Startup Services
    - Prior to final acceptance, observe operational testing of the new WPCP components including: influent pump station, headworks, equalization basin, mixed liquor recycle system, recycle pump station, biosolids handling system, disinfection system, effluent pump station, and effluent and site piping. A total of four (4) one-day startup site visits are included in the scope.

TASK 7: RESIDENT PROJECT REPRESENTATIVE (RPR)

- Provide observations services by a Resident Project Representative (RPR) during construction of the work to ascertain the progress of the work and to ensure general compliance with the contract documents. Observation services shall include an average of 30 hours on-site per week (during the active construction periods) by a qualified project representative. Additional visits will be provided as required during concrete placement, jacking/boring activities, open cuts of GA DOT roadways, creek crossings, pump station and equipment start-ups, testing activities, and coordination of critical WPCP tie-ins.
- Completion time for all construction activities is anticipated within 730 days of the issuance of a Notice to Proceed to the successful bidder(s).
- Provide a Resident Project Representative (RPR) to be periodically present at the project site to observe and document quality and progress of construction. RPR tasks are inclusive but not limited to the following:
- Report to the City whenever Resident Project Representative (RPR) believes that any part of the Work is defective under the terms and standards set forth in the Construction Contract Documents and provide recommendations as to whether such Work should be corrected, removed and replaced, or accepted as provided in the Construction Contract Documents.
- Inspections, Tests, and System Start-ups:
    - Consult with the City staff in advance of scheduled inspections, tests, and systems start-ups.
    - Verify that tests, equipment, and systems start-ups and operating and maintenance training are conducted in the presence of appropriate Engineer's personnel, and that Contractor maintains adequate records thereof.

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  - Observe, record appropriate details relative to the test procedures and systems start-ups.
- Observe whether Contractor has arranged for inspections required by Laws and Regulations, including but not limited to those to be performed by public or other agencies having jurisdiction over the Work.
- Accompany visiting inspectors representing public or other agencies having jurisdiction over the Work and record the results of these inspections.
- Records:
  - Prepare a report (for each site visit) recording Contractor's hours on the site, subcontractors present at the site, weather conditions, data relative to questions of change orders, work change directives, or changed conditions, site visitors, deliveries of equipment or materials, daily activities, decisions, observations in general, and specific observations in more detail as in the case of observing test procedures.
  - Photograph (or video when practical) work in progress or site conditions.
- Reports:
  - Furnish to the City periodic reports (monthly) of the progress of the work and of Contractor's compliance with the progress schedule.
  - Furnish to the City copies of inspection, test, and system start-up reports.
  - Review applications for payment with Contractor for compliance with the contract documents and progress of work.
- Completion:
  - Participate in visits to the site regarding Substantial Completion, assist in the determination of Substantial Completion, and prior to the issuance of a Certificate of Substantial Completion submit a punch list of observed items requiring completion or correction.
  - Participate in the visit to the site in the company of Engineer and Contractor, to determine completion of the Work, and prepare a final punch list of items to be completed or corrected by Contractor.

TASK 8: PROJECT CLOSE OUT

- Based on "as-built" drawings provided by the contractor, prepare final "Record Drawings" and provide to City both a digital PDF copy and one (1) hard copy.
- Arrange for the final inspections with appropriate representatives of the Contractor(s), City, GA EPD, GA DOT, funding agency, and other appropriate parties.
- Compile an O&M Manual for the upgraded facility. O&M Manual will address overall facility management; unit process descriptions, design conditions, process narratives, and setpoints; plant operations during normal and emergency conditions; equipment maintenance (including references to manufacturer's manuals and maintenance schedules); and safety.
- Provide related engineering services necessary to complete/close-out the project as required by City, funding agencies, or permitting authorities.

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TASK 9: LAND APPLICATION SITE CLOSURE

- Coordinate with GA EPD on Blanton Mill Land Application System (LAS) closure requirements.
- Develop plan sheets and specifications to be included in the Final Design plans and specifications for the closure of the LAS.
- Submit LAS closure application with GA EPD.
- Arrange for the final inspections with appropriate representatives of the Contractor(s), City, GA EPD, GA DOT, funding agency, and other appropriate parties.

EXCLUSIONS AND ADDITIONAL SERVICES

Specific exclusions from the Scope of Services that may be performed as Additional Services at an additional cost are as follows:

1. Preparation of application for individual wetlands permit(s).
2. Design of new or upgraded forcemain to convey treated effluent from the Shoal Creek WPCP to a discharge location on the Flint River.
3. Additional site visits.
4. Preparation of Environmental Assessments or Environmental Impact Statements.
5. Applicable permit fees (construction, land disturbance, stormwater, etc.).
6. Easement negotiation and preparation of easement documents.
7. Public road ROW encroachment permit applications.
8. Materials testing (soil compaction, concrete testing, etc.) during construction.

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Project Schedule

Our approximate schedule following the notice to proceed (NTP) is as follows:

Task	Description	Duration	CAP Milestone Date
1	Preliminary Design	6 - 9 months from NTP	n/a
2	Final Design	9 months from completion of Task 1	6/30/2025
3	Permitting Assistance	15 months, finishing approx. 6 months after completion of Task 2	12/31/2025
4	Funding Assistance and Coordination	Ongoing for the duration of the project	n/a
5	Bidding	6 months from completion of Tasks 2 and 3	6/30/2026
6	Construction Administration (CA) Services	24 months concurrent with construction	6/30/2028
7	Resident Project Representative	24 months concurrent with construction	6/30/2028
8	Project Close Out	2 months from completion of LAS Closure	12/9/2028
9	LAS Closure	3 months from completion of construction	10/9/2028

A detailed schedule with milestone dates will be prepared after the kickoff meeting and submitted for Client review and approval. Milestone dates will occur no later than the corresponding Implementation Schedule dates in the approved Corrective Action Plan (CAP).

Fee and Payment

The following fees are for the performance of the Work listed in the Scope of Services above. The fees listed do not cover any Additional Services, or any other services which are not specifically described as part of the Work listed in the Scope of Services above.

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KCI's fee for the Work listed in the Scope of Services above will be as follows:

Task	Description	Fee	Fee Type
1	Preliminary Design	$447,000	Lump Sum
1.SUB	Survey and Geotech Subconsultants	$217,000	Lump Sum
2	Final Design	$980,000	Lump Sum
2.SUB	Structural and Electrical Subconsultants	$208,000	Lump Sum
3	Permitting Assistance	$100,000	Lump Sum
4	Funding Assistance and Coordination	$50,000	Hourly Rate NTE
5	Bidding	$34,000	Lump Sum
6	Construction Administration (CA) Services	$348,000	Lump Sum
6.SUB	CA Structural and Electrical Subs	$80,000	Lump Sum
7	Resident Project Representative	$752,000	Hourly Rate NTE
8	Project Close Out	$117,000	Lump Sum
9	LAS Closure	$17,000	Lump Sum
	Total	**$3,350,000**	

Lump Sum tasks will be invoiced monthly based on percent complete. Hourly Rate tasks will be invoiced monthly in accordance with the Hourly Rate Schedule attached in Exhibit 1.

Additional Services that are approved in writing by the Client will be billed on an Hourly Rate basis or as mutually agreed upon at the time of approval.

Special Terms and Conditions

In the event of a conflict between the terms hereof and the MSA, the terms of the MSA shall govern.

IN WITNESS WHEREOF, the Parties have caused this Statement of Work to be duly executed. Each Party warrants and represents that its respective signatories whose signatures appear below have been and are on the date of signature duly authorized to execute this Statement of Work.

City of Griffin
BY:

_____
Signature

_____
Name

_____
Title

_____
Date

ATTEST:

_____
Signature

_____
Name

_____
Title

_____
Date

KCI Technologies, Inc.
BY:

DocuSigned by:
Adam Spiller
4125052900304DE...
Signature

Adam Spiller
Name

Service Line Leader
Title

April 1, 2024
Date

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Attachment A
to
Statement of Work

MSA

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MASTER SERVICES AGREEMENT

for

PROFESSIONAL SERVICES

KCI Project Number 962306595

THIS MASTER SERVICES AGREEMENT for PROFESSIONAL SERVICES ("Agreement") is made and entered into as of the date of the last signature ("Effective Date"), by and between **City of Griffin,** a Georgia municipal corporation located at **100 S Hill Street, Griffin, GA 30223** ("Client"), and **KCI Technologies, Inc.** with a business address of **106 Clair Drive, Piedmont, SC 29673** ("KCI"). Client and KCI shall be referred to herein as the "Parties" with one individually referenced as a "Party."

WHEREAS, the Parties contemplate that Client may elect to engage KCI from time to time through individual Statements of Work to perform services for certain projects (each, a "Project").

WHEREAS, the Parties desire to enter into this Agreement to set forth in writing their respective rights, duties and obligations hereunder.

NOW, THEREFORE, in consideration of the mutual promises contained herein and other good and valuable consideration, the sufficiency and receipt of which are hereby acknowledged, it is mutually agreed between the Parties as follows:

1. **Recitals**. The Recitals set forth above are hereby incorporated into the body of this Agreement.

2. **Purpose**. This Agreement provides the terms and conditions upon which Client and its Affiliates shall procure, and KCI and its Affiliates shall provide, services in accordance with each Statement of Work (see template Statement of Work in Exhibit A) negotiated by the Parties. "Affiliate(s)" of a Party shall mean any person or entity that now or in the future, directly or indirectly controls, is controlled with or by, or is under common control with, a Party. Any reference herein to "Client" shall mean Client or its relevant Affiliates, and any reference herein to "KCI" shall mean KCI or its relevant Affiliates.

3. **Term**. The term ("Term") of this Agreement shall initially be one (1) year from the Effective Date. The Term shall be automatically extended for up to five (5) consecutive additional one (1) year periods unless either Party gives written notice that it does not wish to extend upon not less than thirty (30) days prior to the expiration of such term or otherwise terminates in accordance with provisions herein and subject to the termination rights within this Agreement.

4. **General Responsibilities of KCI**.

   a) KCI shall be solely responsible for performing the services (the "Services") described in the Statement of Work described in Section 5 hereof (each, a "Statement of Work") in accordance with the Standard of Care defined herein and subject to the Contract

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Documents as listed in the relevant Statement of Work. Further, KCI shall provide in reasonably timely fashion, upon written request of Client, such information identified by Client as needed for the timely completion of the Services.

b) KCI will perform the Services in a manner consistent with the degree of care and skill ordinarily exercised by members of the same profession currently practicing under similar circumstances at the same time and in the same or similar locale and conform, as applicable, to appropriate federal, state and local laws, regulations and codes relevant to this Agreement ("Standard of Care"). KCI makes no warranty, express or implied, of the Services. Nothing in this Agreement is intended to create, nor shall it be construed to create, a fiduciary duty owed by either Party to the other.

5. **Statement of Work**.

a) With respect to each Project hereunder, Client shall issue a Statement of Work setting forth a description of the Project, including the location(s) and nature of the Project; the names and contact information for Client's and KCI's representatives; the Services; the schedule for completion; the necessary permits and/or inspections, as such requirements become known; the fee and payment procedure; any terms and conditions varying from those stated herein; and, a listing of the all relevant documents, attachments and exhibits ("Contract Documents').

b) No Statement of Work shall be considered accepted by KCI or binding upon the Parties until execution by a KCI authorized representative.

c) Client may withdraw the Statement of Work in the event it is not executed by KCI within ten (10) business days of KCI's receipt.

d) Depending upon the Services in any given Statement of Work, certain additional services ("Additional Services") may be required or necessary that KCI cannot determine or estimate at the time of the Statement of Work. For this reason, the fee for Additional Services is not included in the "Fees" section of the Statement of Work. Further, the performance of these Additional Services is not included in the Services and must be described in a Supplement Statement of Work to the original Statement of Work.

6. **Fee and Payment**. The sum to be paid by Client to KCI for a Project ("Fee") and the details of the payment schedule shall be stated in the relevant Statement of Work, whether as total project dollars or on a per unit or per hour basis, as applicable. Fees shall be paid in accordance with payment schedules detailed in the relevant Statement of Work, this Agreement, or attachments hereto.

a) In the absence of a payment schedule in a Statement of Work, invoices submitted by KCI to Client are due and payable in full no later than thirty (30) days after the satisfaction of all payment conditions stated herein including the provision of all required documentation for the Services reflected in any particular invoice. If Client has a specific format or required information to be included in the invoice, Client will provide those details to KCI at the time of executing each Statement of Work.

b) All invoices and requests for payment from Client shall be submitted in accordance with Exhibit B, unless otherwise required in a Statement of Work.

c) Records of KCI's costs and expenses pertinent to its Statement of Work under this Agreement will be kept in accordance with generally accepted accounting practices. All financial records related to this Agreement will be made available to Client for audit at any time reasonably requested. KCI will keep all financial records for at least three (3) years after Project completion.

d) Notwithstanding any dispute between Client and KCI including any withholding made in good faith by Client, KCI shall carry on with performance of the Statement of Work to be provided hereunder by KCI and maintain its progress notwithstanding such withholding or dispute, so long as Client continues to make payments to KCI of all undisputed items and undisputed amounts in accordance with the terms of this Agreement.

e) Fees and payments for Additional Services shall be in addition to the Fee set forth in the Statement of Work and shall be billed and paid on the same fee and payment terms applicable to the Statement of Work unless otherwise agreed to in writing by the Parties.

f) In addition to the above Fees, KCI shall be entitled to reimbursement for expenses and charges incurred in the performance of the Services in accordance with the terms and procedures stated in the Statement of Work. Such charges include fees for applications and permits, reproductions and prints, special mailings and courier fees, equipment rental, laboratory fees as may be applicable, and automobile milage associated with the Services. Client shall be provided with appropriate documentation for all expenses.

g) Interest at the rate of eighteen percent (18%) *per annum* (1.5% per month) shall accrue on all balances due and unpaid under this Agreement or any Statement of Work.

7. **Waivers**. KCI shall furnish to the Client releases of bond rights and lien rights by persons who have furnished labor, material or other things in the performance of each Statement of Work, it being agreed that payment of money otherwise due KCI need not be made by Client until all conditions set forth in this Agreement as applicable to the Services have been satisfied. KCI shall deliver the Services free from all claims, encumbrances and liens.

8. **Right of Entry; Permits; Safety**. Client agrees to provide rights of entry and all permits necessary for the completion of the Services under each Statement of Work at no cost to KCI unless otherwise defined in the Statement of Work.

   If the Services require KCI personnel to be at a Project site, that is not under the control of the Client, KCI agrees it is responsible for the health and safety of its employees and anyone for whom it is legally liable and will comply with Client's or any of Client's contractors or representatives reasonable health and safety requirements while at a Project site. KCI acknowledges and agrees that Client, if it is not in control of the Project site, is not responsible or liable for KCI's safety while at a Project site. KCI agrees to comply with Client's or any of Client's contractors or representative's reasonable health and safety

requirements, which will be provided to KCI at least ten (10) business days prior to arrival on the Project site. KCI shall not be responsible for any health and safety precautions or programs of Client or any of its contractors or representatives.

9. **Change Orders**.

   a) A Statement of Work may be amended from time to time upon written agreement of the Parties and execution of a modification to the Statement of Work ("Change Order"). All Change Orders must be in writing. If Client rejects a request from KCI for a Change Order, KCI shall proceed to fulfill its obligations under this Agreement and the last version of the applicable Statement of Work.

   b) Should conditions be encountered in the performance of the Services that KCI has reason to believe are in variance with the conditions initially indicated by Client or documents provided by Client and differing materially from those ordinarily encountered and generally recognized as inherent in the Services, hereinafter called "Changed Conditions", KCI shall, prior to modifying its Services or disturbing such Changed Conditions, give written notice to Client of such Changed Conditions and an estimate of additional time and cost, if applicable, to provide the Services in relation to the Changed Conditions. Upon receipt of KCI's notice of Changed Conditions, Client shall determine how the Changed Conditions will affect the project and notify KCI of how to proceed with the Statement of Work.

10. **Insurance**. KCI shall provide and maintain insurance coverage in accordance with the following:

   a) KCI shall maintain insurance coverages at its own cost and expense for the duration of this Agreement and for three (3) years after expiration or termination of this Agreement. KCI's insurance coverages shall be issued by nationally reputable and reliable companies that are authorized to transact business in the State where the Project is taking place.

   b) KCI shall provide certificates of insurance, which include the Project Name, verifying the minimum required insurance coverage limits, and endorsements stating additional insureds and waiver of subrogation requirements. Certificates and endorsements shall also be provided on this Agreement's anniversary date, and at least two (2) weeks prior to policy expiration, validating policy renewal or extension. Within two (2) weeks of receipt of notice of cancellation, reduction in coverage, or non-renewal, KCI shall provide Client with certificates confirming replacement or reinstatement of the required coverage. If, due to claims made or paid, the aggregate limits are reduced below the limits required hereunder, KCI shall immediately obtain additional insurance to restore the full aggregate limits and provide Client with a certificate satisfactory to Client validating compliance with this provision.

   c) This Agreement is contingent on KCI obtaining and maintaining insurance in the same form and coverage as stated in the Statement of Work, but not less than the following limits.

(1) Automobile Liability: $1,000,000 combined single limit for bodily injury and property damage liability.

(2) General Liability: $1,000,000 each occurrence and $2,000,000 general aggregate.

(3) Professional Liability: $1,000,000 per claim and $2,000,000 aggregate.

(4) Workers Compensation: amount not less than that required by State law, and to include employer's liability of not less than $500,000 per occurrence.

d) KCI 's insurance, except workers compensation and professional liability, shall identify Client as an additional insured and shall contain a provision assuring that said coverage will not materially change or terminate without first providing Client thirty (30) days' advanced written notice (ten (10) days' prior written notice for failure to pay premium).

e) Client shall not be liable for any deductibles on additional insured coverage, and any coverage maintained by Client shall be excess and noncontributing. The required insurance shall apply separately to each insured against whom claim is made or suit brought, except with respect to the limits of liability. Coverage shall contain no non-standard or non-ISO limitations on the scope of protection afforded to Client and its respective officers, directors, agents, and employees.

f) Failure of Client to demand such certificates, endorsements, or other evidence of full compliance with these insurance requirements or failure of Client to identify a deficiency from evidence that is provided shall not be construed as a waiver of KCI's obligation to maintain such insurance.

g) KCI shall provide Client with prompt and timely notice of claims made or suits instituted that arise out of or result from KCI's performance of this Agreement, and that involve or may involve coverage under any of the required liability policies.

h) If KCI is authorized to use subconsultants, then KCI shall require that each of its subconsultants comply with these same insurance coverage requirements.

11. <u>Indemnification</u>.

a) KCI shall indemnify and hold harmless Client, its officers, directors, and employees, from and against those liabilities, damages and costs that Client is legally obligated to pay as a result of the death or bodily injury to any person or the destruction or damage to any property, to the extent caused by the negligent acts, errors or omissions of KCI or anyone for whom KCI is legally responsible, subject to any limitations of liability contained in this Agreement. KCI will reimburse Client for reasonable defense costs for claims arising out of KCI's professional negligence based on the percentage of KCI's liability.

KCI shall indemnify, defend and hold harmless Client, its officers, directors, and employees, from and against those claims, liabilities, damages and costs arising out of third-party claims to the extent caused by the negligent acts, errors or omissions of KCI

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or anyone for whom KCI is legally responsible, subject to any limitations of liability contained in this Agreement. The duty to defend shall not apply to professional liability claims.

b) Neither Client nor KCI shall be obligated to indemnify the other Party in any manner whatsoever for the other Party's own negligence.

12. **Limitation of Liability**. In recognition of the relative risks and benefits of each Project to both Client and KCI, the risks have been allocated such that Client agrees, to the fullest extent permitted by law, the total liability, in the aggregate, of KCI and its officers, directors, and employees to Client and anyone claiming by, through or under Client, for any and all injuries, claims, losses, expenses, or damages whatsoever arising out of or in any way related to the Services or this Agreement, from any cause or causes whatsoever, including but not limited to, negligence, strict liability, breach of contract or breach of warranty shall not exceed $500,000 or the total compensation received by KCI under the applicable Statement of Work, whichever amount is greater. If (i) Client does not wish to limit professional liability to this sum under the applicable Statement of Work, (ii) KCI agrees to waive this limitation upon receiving Client's written request, and (iii) Client agrees to pay additional consideration of 20% of the total fee under the applicable Statement of Work, then additional limits of liability may be made a part of this Agreement.

13. **Recordkeeping**. Client shall have the right to audit KCI's records for a period of two (2) years following submission of KCI's final invoice under this Agreement.

14. **General Warranties**. Each Party represents and warrants that there are no actions, suits or proceedings pending and served against it before any court or administrative agency that would materially impair such Party's performance of its obligations under this Agreement of any accepted Statement of Work. Each Party has full power and authority to execute, deliver and perform its obligations under this Agreement. Each Party represents and warrants that it will comply with all applicable laws, ordinances, rules, regulations, or orders issued by any public or governmental agency, body, or authority, whether Federal, state, local or otherwise, and has obtained all applicable permits and licenses to perform the Services required of such Party in connection with its obligations under this Agreement and will maintain those permits and licenses for the duration of this Agreement.

15. **KCI Warranties**. KCI represents and warrants:

a) That it is duly qualified to do business and is in good standing in the locations in which the Services shall be performed.

b) That it shall provide the Services for each Project described in a Statement of Work, performed in accordance with the Standard of Care set forth herein.

16. **Force Majeure**. If and to the extent that either Party is prevented, precluded or hindered from performance under a Statement of Work by force majeure circumstances, including acts of God, the elements, acts of terrorism, disease, viruses, pandemic, epidemic, acts of governmental authorities, strikes, lockouts, casualties, or other similar or dissimilar causes beyond its reasonable control, such performance shall be excused, but only for the time

period and to the extent that such performance is prevented, precluded or hindered by such causes. Time of performance of the Party's obligations hereunder shall be extended by a time period reasonably necessary to overcome the effects of such force majeure occurrences. A time extension is the only remedy for a force majeure circumstance.

17. **Notice**. All notices shall be sufficient if delivered in person, or sent by certified mail receipt requested or email to the Party's designated recipient at the following:

As to Client:
PHYSICAL ADDRESS:
City of Griffin
C/O Director of Watershed Management
City of Griffin 30223

MAILING ADDRESS:
100 S. Hill Street
P.O. Box T
Griffin, GA 30224
(770)229-6423 (Telephone)
BLewis@CityofGriffin.com (Email)

As to KCI:
David J. DePratter
KCI Technologies, Inc.
106 Clair Dr.
Piedmont, SC 29673
(864)269-0890 (Telephone)
David.DePratter@KCI.com (Email)

Notice will be considered made as of the date of actual delivery if in person, as of the date of the receipt if sent via certified mail, or two (2) business days after the date of the email.

Changes in the designated recipient and/or contact information from the above will not be effective until such time as written notice is provided to the other Party in accordance with this Section 17.

18. **Intellectual Property and Project Deliverables**. The following terms shall govern all deliverables under any Statement of Work subject to the express terms of the relevant Statement of Work.

a) All concept, preliminary and final plans prepared by KCI will be submitted to Client for approval prior to or concurrent with submittal to appropriate governmental authorities. After Client's approval, any change shall be deemed Additional Services for which KCI shall receive additional compensation. KCI shall not be obligated to incorporate changes requested by Client into its plans if, in the opinion of KCI, such changes would result in substandard services.

b) Upon final payment, KCI assigns Client any and all rights, title and interest, including, without limitation, patents, trademarks, copyrights, trade secrets and other proprietary

rights, to the Documents and Materials created by KCI specifically for Client hereunder and required to be delivered to Client by virtue of the description or specification as a deliverable in the applicable Statement of Work. "Documents and Materials" are the documents, drawings, and any specifications, computations, electronic data files, sketches, test data, survey results, photographs, and other material required for the provision of the Services.

c) Until final payment and during the provision of the Services, KCI will provide the Documents and Materials to Client pursuant to a limited, non-transferable, no fee, worldwide, license to use the Documents and Materials solely for the purpose of the Project. Client may not copy, distribute, display, or create derivative works from the Documents and Materials except as necessary for the Project until ownership passes at the time of final payment, unless otherwise required by Georgia law. Under no circumstances or at any time (including after any assignment has been effectuated) may Client modify the Documents and Materials without KCI's express written permission and, when permitted, any such modifications will be clearly marked as being made by the Client.

d) Notwithstanding anything to the contrary contained herein, KCI retains all right to its knowledge, experience, and know-how (including processes, ideas, concepts, and techniques) acquired in the course of performing the Services. KCI may, but is not obligated to, keep copies of all Documents and Materials for its records.

e) If there is a discrepancy between that which is described or depicted on any Documents or Materials in electronic files and that which is described and depicted on the hard copies of such documents or materials, the hard copies shall govern.

f) In the event Client or Client's contractors or subcontractors, or anyone for whom Client is legally liable makes or permits to be made any changes or modifications to the Documents and Materials, including electronic files, without obtaining KCI's prior written consent, Client assumes full responsibility for such changes or modifications, including any consequences thereof. Client agrees to waive any and all claims against KCI and to release KCI from any liability arising directly or indirectly from unauthorized changes or modifications.

g) Client will include in all contracts in any way related to the Services, provisions prohibiting another entity, including a contractor or any subcontractors of any tier, from making any changes or modifications to KCI's Documents and Materials without the prior written approval of KCI, prohibiting the removal of KCI's copyright notices and other markings, and requiring the other party to indemnify KCI from any and all liability or cost arising from unauthorized changes or modifications. Client assumes full responsibility and liability for all unauthorized changes and modifications to the Documents and Materials by itself or any third party after final payment to KCI.

19. <u>Termination and Suspension</u>.

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a) **Termination and Suspension for Convenience**. Client shall have the right at any time to terminate a Statement of Work in whole, or in part, by written notice to KCI. Upon receipt of this notice, KCI shall discontinue performing any Services, will not incur any further expenses and shall promptly cancel all orders for Services, materials, or supplies relating to the Project. In the event of termination for convenience, Client shall pay KCI for all Services performed through the date of termination and subject to all conditions for payment set forth herein. In no event shall Client be obligated to pay for lost or anticipated profit on Services not performed.

b) **Termination for Cause**. Either Party may terminate this Agreement or a given Statement of Work for cause should the other Party fail to deliver their obligations and requirements in a timely manner, to correct defective Services, as applicable, to act in good faith, or to carry out their obligations and requirements in accordance with this Agreement, each of which shall constitute a breach of this Agreement. In such event, the terminating Party shall give written notice to the intended terminated Party explaining the cause for termination thereby initiating the option to cure the default and take substantial steps to correct such default within **three (3) business days** after receipt of notification. If the intended terminated Party fails to take substantial steps in the time allotted, the other Party may immediately terminate this Agreement.

c) Consistent with above Section 18, Intellectual Property and Project Deliverables, KCI will provide to Client all Documents and Materials, whether complete or in progress, upon notice of termination.

20. Confidentiality. The term "Confidential Information" shall mean any confidential or proprietary business, technical, financial or other non-public information or materials in a tangible or electronic format of a Party ("Disclosing Party") provided to the other Party ("Receiving Party") in connection with the Project, whether orally or in physical form, that is not generally known or available to others. Any records which the Disclosing Party contends contain Confidential Information shall be clearly marked and/or such Confidential Information therein shall be so designated. However, Confidential Information shall not include information (i) previously known by Receiving Party without an obligation of confidentiality; (ii) acquired by Receiving Party from a third party which was not, to Receiving Party's knowledge, under an obligation of confidentiality; (iii) that is or becomes publicly available through no fault of Receiving Party; or (iv) that Disclosing Party gave written permission to Receiving Party to disclose, but only to the extent of such permitted disclosure.

Confidential Information produced or provided by either party relating to the Project shall not be released to other parties or the subject of any public announcement or publicity release without the other party's written authorization. The submission or distribution of documents to meet official regulatory requirements or for similar purposes in connection with the Project is not a publication as stated herein.

Except as required by applicable law, each Receiving Party agrees that (i) it will use Confidential Information of Disclosing Party solely for the purpose of the Agreement; and (ii) it will not disclose the Confidential Information of the Disclosing Party to any

third party other than the Receiving Party's employees or agents, on a need-to-know basis, who are bound by obligations of nondisclosure and restricted use at least as strict as those contained herein, provided that Receiving Party remains liable for any breach of the confidentiality provisions of this Agreement by its employees or agents. The Receiving Party will protect the Confidential Information of the Disclosing Party in the same manner that it protects the confidentiality of its own proprietary and confidential information, but in no event using less than a reasonable standard of care.

In the event Receiving Party receives a subpoena or other statutory, administrative or judicial demand for any Confidential Information of Disclosing Party, Receiving Party will give Disclosing Party prompt written notice of such subpoena or demand and allow Disclosing Party to assert any available defenses to disclosure, provided that Receiving Party must formally assert such defenses, through a Court or otherwise, within five (5) business days of receipt of written notice of such demand. Upon request by Disclosing Party and excluding necessary back-ups and record retention policies, Receiving Party will return or destroy all copies of any Confidential Information of the Disclosing Party and will destroy the copies kept consistent with record retention policies. Confidential Information will at all times remain the property of the Disclosing Party. The provisions of this Section 20 will expire three (3) years after the expiration or termination of the Agreement.

No publicity releases (including news releases and advertising) pertaining to this Agreement or a Statement of Work hereunder shall be issued by either Party without the prior written approval of the other Party.

21. <u>Dispute Resolution</u>.

a) The Parties agree that all claims, disputes, and other matters ("Claims") in question between the Parties arising out of or relating to this Agreement or breach thereof shall first attempt to be resolved between themselves including escalating up to the appropriate levels of each Party. If after thirty (30) business days the Claim remains unresolved, then the Parties agree to submit the Claim for confidential, non-binding mediation with both Parties agreeing to the mediator no later than forty-five (45) business days after written agreement to engage in mediation. The fees and expenses of the mediator shall be equally shared by both Parties. Each Party is responsible for its own costs, expenses, consultant fees and attorney fees incurred in the presentation or defense of the Claims that is subject to mediation between the Parties. The Parties agree to fully cooperate and participate in good faith to resolve the Claims. No written or verbal representation made by either Party in the course of any discussions attempting to resolve the Claims or other settlement negotiations shall be deemed to be a party admission.

b) If mediation fails to resolve the Claims within six (6) months, the Claims shall be submitted for determination through litigation in a court of competent jurisdiction in the County or City consistent with Section 22, Governing Law, below. Prior to the exercise of this right, the Party seeking judicial relief shall have provided the other Party thirty (30) days prior written notice before filing such judicial action.

c) The failure of either Party to enforce or act upon any right afforded it by this Agreement shall not be deemed a waiver of such right for future acts of a similar nature.

22. Governing Law. This Agreement and any Statement of Work are subject to the following:

a) The validity, performance and all matters relating to the interpretation and effect of this Agreement and any amendment thereto shall be governed by the laws of the State in which the Project is located, excluding its rules with respect to conflict of laws.

b) All litigation arising under this Agreement shall be in the state courts located in the county or municipality in which the Project is located. In the event either Party institutes suit in court against the other Party or against the surety of such Party, in connection with any Claim, the prevailing Party shall be entitled to recover reasonable attorney fees in addition to any other relief granted by the court.

23. Miscellaneous Provisions.

a) KCI agrees that all subconsultant agreements made pursuant to this Agreement shall be made expressly subject to all of the terms and conditions of this Agreement and the Contract Documents.

b) KCI shall comply with data privacy and cybersecurity requirements as required by Client and will provide documentation confirming compliance as requested by Client. KCI represents and warrants that is has cybersecurity and data privacy policies, practices and procedures, and complies with current industry best practices. KCI will provide a copy of its most recent cybersecurity audit report excluding privileged information, or its equivalent, if requested by Client.

c) Neither Party may assign, delegate, or subcontract any portion of this Agreement without the prior written consent of the other Party, which shall not be unreasonably withheld. Any assignment, delegation, or subcontracting shall not operate to relieve that Party of performing its obligations and responsibilities per this Agreement. Any assignment, delegation, or subcontract shall provide for and require the same protections as to the other Party and levels of performance at least equal to those provided for in this Agreement.

d) The Parties agree that the Services performed by KCI pursuant to this Agreement are solely for the benefit of Client and are not intended by either Party to benefit any other person or entity. To the extent that any other person or entity, including but not limited to the project contractor and/or any of its subcontractors, is benefited by the Services performed by KCI pursuant to this Agreement, such benefit is purely incidental and such other person or entity shall not be deemed a third-party beneficiary to this Agreement.

e) This Agreement and the Contract Documents contain all the terms and conditions agreed upon by the Parties hereto and no other agreements, oral or otherwise regarding the subject matter of this Agreement exist. Any change in, addition to or waiver of

the terms and conditions of this Agreement shall be binding only if approved in writing by an authorized representative of the Parties.

f) Both Parties agree that KCI is an independent contractor and shall act at all times as an independent contractor hereunder. Neither KCI nor anyone employed by or acting for or on behalf of KCI shall ever be construed as an employee of Client and Client shall not be liable for employment or withholding taxes respecting KCI or any employee of KCI. KCI shall take all steps to ensure that KCI and KCI's employees are treated as independent contractors. To the extent permitted by law, KCI, for KCI and for anyone claiming through KCI, waives any and all rights to any consideration, compensation or benefits, except as expressly provided for herein. KCI shall be solely responsible for the compensation, benefits, contributions and taxes, if any, of its employees, agents and subconsultants. KCI shall have the right to direct and control the employees supplied by KCI, including, without limitation, the right to terminate the employment of such employees, the right to discipline such employees, and the right to require the employees to adhere to certain policies and procedures of KCI. KCI shall provide health insurance coverage to employees supplied by KCI that is compliant with the Patient Protection and Affordable Care Act, 42 U.S.C. § 18001 et seq. (2010), as amended or replaced (the "ACA"), or otherwise comply with the provisions of the ACA, including, without limitation, the payment of any penalties or excise taxes with respect to employees supplied by KCI. KCI shall require its subconsultants to comply with these requirements and shall, upon request, provide KCI a copy of its agreement with each subconsultant evidencing the same, in KCI's sole discretion. KCI shall indemnify, defend (if requested), and hold harmless Client from and against any and all liabilities, expenses, costs (including, without limitation, reasonable attorneys' fees and court costs), penalties, judgments, claims, excise taxes, damages, or other liabilities of any kind arising out of the failure by KCI or its subconsultants to comply with these Section 23(f) requirements.

g) If any provision of this Agreement is deemed invalid, illegal or unenforceable in any jurisdiction, (i) such provision will be deemed amended to conform to applicable laws of such jurisdiction so as to be valid and enforceable, or if it cannot be so amended without materially altering the intention of the Parties, it will be stricken; (ii) the validity, legality and enforceability of such provision will not in any way be affected or impaired thereby in any other jurisdiction; and (iii) the remainder of this Agreement will remain in full force and effect.

Remainder of page left blank intentionally, signature page follows

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IN WITNESS WHEREOF, the Parties have caused this Agreement to be duly executed. Each Party warrants and represents that its respective signatories whose signatures appear below have been and are on the date of signature duly authorized to execute this Agreement.

City of Griffin, GA
BY:

Signature

Douglas S. Hollberg
Name

Mayor
Title

4.25.2023
Date

Signature

Jessica O'Connor
Name

Secretary
Title

Approved as to Form:

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

KCI Technologies, Inc.
BY:

Signature

David J. DePratter, PE
Name

SA Regional Practice Leader
Title

4-17-23
Date

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Exhibit A

STATEMENT OF WORK

to the

MSA for Professional Services

KCI Project Number_____

This Statement of Work effective as of the date of the last signature ("Effective Date") is entered into by **[insert entity]** ("Client") and **[insert KCI entity]** ("KCI") with regard to the project identified below ("Project"). Client and KCI shall collectively be referred to herein as the "Parties."

The Project:	
Project Address:	
Client's Representative:	
KCI's Representative:	

All services provided by the Parties on the Project shall be governed by the terms of this Statement of Work and those in the Master Services Agreement for Professional Services ("MSA") attached hereto as Attachment A and incorporated by reference herein.

The Parties shall complete this Statement of Work in accordance with the contract documents listed on and attached as Attachment B (the "Contract Documents").

Scope of Services

KCI's scope of services, including deliverables (the "Services"), is detailed in Attachment C excluding any terms and conditions provided therein.

Project Schedule

KCI shall perform the Services in accordance with the schedule ("Project Schedule") provided as detailed in Attachment C.

Fee and Payment

KCI's fee for completion of the Services in accordance with the Contract Documents is (insert the fee).

TEMPLATE

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KCI shall comply with the invoicing procedures described in the MSA hereof and subject to the Contract Documents.

Special Terms and Conditions

In the event of any conflict between the terms hereof and the MSA, the terms of the MSA shall govern.

IN WITNESS WHEREOF, the Parties have caused this Statement of Work to be duly executed. Each Party warrants and represents that its respective signatories whose signatures appear below have been and are on the date of signature duly authorized to execute this Statement of Work.

[Client]
BY:

_____
Signature

_____
Name

_____
Title

_____
Date

[KCI entity]
BY:

_____
Signature

_____
Name

_____
Title

TEMPLATE

DocuSign Envelope ID: 3BE8C50B-E6F7-4C70-BA24-A850CD816FF6

_____

Date

TEMPLATE

DocuSign Envelope ID: 3BE8C50B-E6F7-4C70-BA24-A850CD816FF6

Attachment A to Statement of Work

(Insert MSA)

TEMPLATE

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Attachment B to Statement of Work

(List and insert all relevant documents, attachments, and exhibits.)

TEMPLATE

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Attachment C to Statement of Work

KCI's Proposal (Scope, Schedule, Permits, Fee; as necessary. Otherwise, delete and modify Exhibit references.)

TEMPLATE

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Exhibit B to MSA

Invoice Processing

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Attachment B
to
Statement of Work

Exhibit 1 – Schedule of Fees

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KCI
ISO 9001:2015 CERTIFIED
ENGINEERS • PLANNERS • SCIENTISTS • CONSTRUCTION MANAGERS
106 Clair Drive • Piedmont, SC 29673 • Phone 864-269-0890

EXHIBIT 1

KCI SCHEDULE OF FEES
FOR
CITY OF GRIFFIN, SHOAL CREEK WPCP EXPANSION

Position	2024 Rate	2025 Rate	2026 Rate	2027 Rate	2028 Rate
Principal Engineer/Scientist	$ 255	$ 266	$ 277	$ 289	$ 301
Project Manager III	$ 225	$ 234	$ 244	$ 254	$ 265
Project Manager II	$ 200	$ 208	$ 217	$ 226	$ 236
Project Manager I	$ 180	$ 188	$ 196	$ 204	$ 213
Project Engineer III	$ 165	$ 172	$ 179	$ 187	$ 195
Project Engineer II	$ 155	$ 162	$ 169	$ 176	$ 184
Project Engineer I	$ 145	$ 151	$ 158	$ 165	$ 172
Engineering Technician III	$ 130	$ 136	$ 142	$ 148	$ 154
Engineering Technician II	$ 120	$ 125	$ 130	$ 136	$ 142
Engineering Technician I	$ 110	$ 115	$ 120	$ 125	$ 130
CAD Technician III	$ 125	$ 130	$ 136	$ 142	$ 148
CAD Technician II	$ 115	$ 120	$ 125	$ 130	$ 136
CAD Technician I	$ 105	$ 110	$ 115	$ 120	$ 125
GIS Analyst	$ 125	$ 130	$ 136	$ 142	$ 148
Senior Construction Manager	$ 175	$ 182	$ 190	$ 198	$ 206
Construction Manager	$ 130	$ 136	$ 142	$ 148	$ 154
Construction Specialist II	$ 120	$ 125	$ 130	$ 136	$ 142
Construction Specialist I	$ 110	$ 115	$ 120	$ 125	$ 130
Clerical	$ 85	$ 89	$ 93	$ 97	$ 101
Subconsultant PE RPR		$ 248	$ 253	$ 264	$ 274
Subconsultant RPR		$ 198	$ 204	$ 212	$ 221
Mileage (per mile)	IRS Standard Mileage Rate				

TERMS AND CONDITIONS:
Rates effective January 01, 2024 and subject to change without notice.

Reimbursable Expenses Sub-consultant expenses shall be included on invoices as the expenses are incurred at COST plus a 15% handling fee.

Hourly Rates do not include travel or other reimbursable costs.

AGENDA ITEM SUMMARY

ITEM SUMMARY:

Consider a Task Order Form with Hazen and Sawyer, under Master Services Agreement, for a budget increase of Construction Management services for the Heads Creek Dam Rehabilitation project in the amount of $360,000.00. *Director of Water and Wastewater, Brandon Lewis, will address.*

SPECIAL CONSIDERATIONS OR CONCERNS:

This is a TOF supplementing our Master Services Agreement with Hazen and Sawyer. This budget increase associated with the Heads Creek Dam Rehabilitation will provide sufficient funds for Hazen and Sawyer to continue Construction Management of the project. This increase is required to fund construction management services due to an additional 6-month delay of completion of this project.

STAFF RECOMMENDATION:

Staff recommends approval.

FINANCIAL IMPACT:

The funding for this work is sourced from GEFA Loan #GF2020019A. The loan value is for $2,500,000.00. This TOF is for $360,000.00.

Submitted By:
Brandon Lewis

Meeting Date:
23/04/2024

Reviewed By:
Jessica O'Connor

ATTACHMENTS:
HS COG Task Order 15 HCRD Budget Increase Letter 20240416.pdf
Hazen MSA.pdf

Hazen and Sawyer
1300 Altmore Avenue, Suite 520
Atlanta, GA 30342 • 404.459.6363

April 16, 2024

Brandon M. Lewis
Watershed Management Director
City of Griffin
100 South Hill Street
Griffin, Georgia 30223

Re: City of Griffin 2015 Master Services Agreement
Task Order 15 – Heads Creek Reservoir Dam Rehabilitation
Construction Budget Increase Request

Dear Brandon:

Hazen is submitting our second budget increase request associated with Task Order 15 for the City's Heads Creek Reservoir Dam (HCRD) Rehabilitation in Spalding County, Georgia. As discussed below, the budget increase is associated with an extension of the construction period.

Construction Schedule Summary

The construction Notice to Proceed for the project was issued to the Contractor with a date of July 18, 2022, a Substantial Completion date of July 18, 2023 (365 Calendar Days), and a Completion date of September 16, 2023 (425 Calendar Days).

Through the end of March 2024, six (6) Change Orders were issued, three (3) of which extended the Contract Completion dates. A total of 145 calendar days have been added to both the Substantial Completion and Completion dates. Below is a summary of the three Change Orders that impacted the project timeline:

- Change Order 02 Initial Reservoir Drawdown: 56-day extension
- Change Order 04 Cofferdam Overtopping Delays: 82-day extension
- Change Order 05 Chute Blocks and Baffle Piers Modification: 7-day extension

The current Contract dates are summarized as follows:

- Substantial Completion: 510 Calendar Days – 12/10/2023
- Completion: 570 Calendar Days – 02/08/2024

01009-960

The Contractor's latest schedule update, dated April 12, 2024, indicates August 7, 2024, as the Substantial Completion date. The updated schedule extends the construction period 241 calendar days beyond the approved extended Substantial Completion date of December 10, 2023. Based on the terms set forth in the Contract Documents, the City can assess Liquidated Damages ($1,000/day) and Special Damages (actual

costs reasonably incurred by the Owner for engineering and inspection forces employed by the Owner) once the construction period goes beyond the approved extended Substantial Completion date.

Hazen Construction Services Summary

Hazen's initial Construction Services budget of $833,500 was based on a twelve-month construction period to reach Substantial Completion, our experience on similar construction projects, and the intention of meeting GSDP permit requirements.

In October 2023, we requested a Construction Services budget increase based on construction progress and the Contractor's Progress Schedule. In January 2024, the City approved the request for an additional $480,000 associated with the seven (7) month Construction Period Extension through February 2024 and the March 2023 Cofferdam Overtopping Event for a Construction Services budget of $1,313,500.

Based on the project history, construction progress, and the Contractor's latest Progress Schedule, we estimate an average budget of approximately $60,000/month for Hazen's services for the six (6) month period from March 2024 through August 2024. The cost associated with the additional six (6) months of Construction Services are reflected below in the budget increase request.

Budget Increase Summary

Hazen is requesting a budget increase of $360,000, which includes the following:

1. Task 20 – Construction Services

- Construction Period Extension (6 months @ $60,000/month) $360,000

Closure

Hazen appreciates the opportunity to continue providing services to the City of Griffin. Please let us know if you have any questions concerning this additional budget request or require further information.

Sincerely,



Jeffery G. Powers, PE
Vice President
Georgia Safe Dams Program Engineer of Record

cc: Jared Anderson (City)
Matthew Ballard (Hazen)
Kristin Ray (Hazen)
H. Craig Robinson (Hazen)

Scope of Services

The Scope of Services will be provided in accordance with the provisions of the 2015 Master Professional Services Agreement.

Client:	Engineer:
City of Griffin 100 South Hill Street Griffin, Georgia 30224	Hazen and Sawyer, P.C. 1300 Altmore Avenue Suite 520 Atlanta, GA 30342

Task Order 15 **Budget Increase Request (Hourly Not to Exceed): $360,000**

1. Task 20 – Construction Services
    - Construction Period Extension (6 months @ $60,000/month) $360,000

Notice to Proceed

If you agree with the terms of this Task Order Form, please sign below and return a signed copy via email to initiate work.

Client:	Engineer:
City of Griffin 100 South Hill Street Griffin, Georgia 30224	Hazen and Sawyer, P.C. 1300 Altmore Avenue Suite 520 Atlanta, GA 30342
	04/16/2024
Accepted by: Date	Hazen and Sawyer, P.C. Date
	Jeffery G. Powers
Printed Name:	Printed Name:

CITY OF GRIFFIN
2015 MASTER PROFESSIONAL SERVICES AGREEMENT

THIS IS AN AGREEMENT made as of _____, 2015 between the City of Griffin, Georgia ("OWNER") and Hazen and Sawyer, P.C. ("ENGINEER"). The OWNER wishes to engage ENGINEER to provide professional engineering services. In general, the services provided by the ENGINEER under this AGREEMENT will include, but not necessarily be limited to, the following services:

- Project Planning
- Feasibility Studies
- Engineering Design
- Technical Reports
- Value Engineering
- Construction Cost Opinions
- Permitting and Regulatory Agency Coordination
- Construction Management and Oversight
- Project Management
- General Consulting
- Other services may be added at the discretion of the OWNER, under the terms of this AGREEMENT

ENGINEER shall provide professional engineering services to the OWNER, from time to time, as requested by OWNER.

The ENGINEER will prepare and submit a TASK ORDER FORM (TOF) to be executed between the OWNER and the ENGINEER for each specific work element, project, report, study, task, etc. (unless directed otherwise by the OWNER), which will specify the scope of services, schedule, and fee arrangement for that particular task. Each TOF will reference this AGREEMENT and be an amendment to this AGREEMENT.

The OWNER has the option to direct the ENGINEER to utilize an alternative method to the TOF (as warranted by the work task requested) including informal (verbal) or formal (memo, email or other similar and acceptable documentation method).

OWNER and ENGINEER, in consideration of their mutual covenants herein, agree in respect of the performance of professional engineering services by ENGINEER and the payment for those services by OWNER as set forth below.

1.0 SECTION 1 – CONSULTING ENGINEERING SERVICES

1.1 **Consulting Engineering Services.** Include those services normally associated with general engineering consulting for various projects as requested by the OWNER. Services will typically include, but not be limited, to the following.

1.1.1 Preparation of engineering studies, alternative evaluations, surveys, reports, cost estimates, financial analysis, or other engineering documents specifically requested by OWNER.

1.1.2 Serve as consulting engineer on behalf of the OWNER to various subconsultants as it relates to project planning, scope of work development, work progress oversight, project QA/QC, budget review/management, schedule, and construction oversight.

1.1.3 Serve as engineering liaison for the OWNER to various local, state and federal agencies that may have jurisdiction over certain aspects of OWNER'S operations.

1.1.4 Provide other engineering related services as may be requested and authorized by the OWNER.

1.1.5 Attend meetings as necessary to represent the OWNER relating to engineering issues.

2.0 SECTION 2 – BASIC ENGINEERING SERVICES

2.1 **Basic Engineering Services**. Include those services normally associated with engineering analysis and engineering design for various projects as requested by the OWNER. Engineering services will typically include, but not be limited, to the following.

2.2 **Preliminary Design and Planning Phase**. The ENGINEER shall:

2.2.1 In consultation with OWNER, and on the basis of the available Preliminary Study information, define the project specific objectives, scope of work, schedule, and preliminary budget for projects requested by the OWNER.

2.2.2 Advise OWNER if additional data or supplemental professional services of the types described in this AGREEMENT are necessary, and procure the necessary services.

2.2.3 Prepare preliminary design documents consisting of the following: design criteria, cost estimate information, preliminary drawings, project scope of work development, design schedule, and written description of the project.

2.2.4 Provide coordination, permitting, and managerial assistance to the OWNER regarding utility relocation, easements, R/W acquisition, etc. as specifically requested by the OWNER.

2.3 **Final Design Phase**. The ENGINEER shall:

2.3.1 Perform engineering surveys of the construction site to determine horizontal and vertical site data including topography, relevant site elevation data, locations and measurements of existing site conditions that could affect the project.

2.3.2 Represent the OWNER at public hearings and City meetings with applicable regulatory agencies and/or City Council and City Staff.

2.3.3 Preparation of detailed design plans, specifications, documents (a.k.a. Contract Documents/Bidding Documents) and engineering cost estimates for the project.

2.3.4 Oversee the work efforts of the subconsultants as it relates to the overall project objectives, schedule and budget. Technical accuracy and design quality will be the responsibility of the subconsultant unless otherwise stipulated in their contract with the ENGINEER.

2.3.5 Advise OWNER of potential adjustments as it relates to total project costs resulting from changes in project scope, extent, character, or design requirements of the project or construction costs.

2.3.6 Furnish (as requested) copies of design plans, specifications, and documents for approval by the OWNER, his representatives, and applicable regulatory authorities.

2.4 **Bid Phase Services.** The ENGINEER shall:

2.4.1 Pre-qualify, when possible, contractors for bidding the various projects.

2.4.2 Assist OWNER in advertising for and obtaining bids or negotiating contracts for each construction project, and maintain a record of prospective bidders to whom Construction Documents/Bidding Documents have been issued, attend pre-bid conferences, and issue Construction Documents/Bidding Documents.

2.4.3 Issue addenda appropriate to interpret, clarify or expand the Construction Documents/Bidding Documents.

2.4.4 Consult with OWNER concerning, and determine, the acceptability of substitute materials and equipment proposed by Contractor(s) when substitution prior to the award of contracts is allowed by the Construction Documents/Bidding Documents.

2.4.5 Attend the bid opening, prepare bid tabulation sheets, and assist OWNER in evaluating bids or proposals and in assembling and awarding contracts for construction, materials, equipment, and services. ENGINEER will verify that the contractor's insurance and bonding capabilities meet the OWNER's requirements.

2.5 **Construction Phase Services.** The ENGINEER shall:

2.5.1 ENGINEER will arrange a pre-construction conference with the successful bidder to discuss administrative issues associated with the project; establish site safety procedures (where applicable); address project logistics; establish lines of communication; and address other applicable issues as necessary in the interest of construction QA/QC and safety.

2.5.2 ENGINEER will review the CONTRACTOR's work schedule to ensure general conformance with preliminary schedules developed by the OWNER and ENGINEER. Appropriate modifications will be recommended to CONTRACTOR in an effort to ensure efficiency in the construction process. ENGINEER will notify the OWNER if significant discrepancies exist in

the CONTRACTOR's schedule as compared to the agreed upon construction schedule with the applicable parties.

2.5.3 ENGINEER shall serve as the OWNER's representative with duties and limitations of responsibility and authority as stated in the general conditions of construction Contract Documents. Except as provided herein or mutually agreed by the parties for any particular project.

2.5.4 ENGINEER shall visit the site at regular intervals appropriate to the various stages of construction to observe progress and quality of the CONTRACTOR's work, and shall keep OWNER informed of same.

2.5.5 ENGINEER will provide field oversight services for construction related projects. Field reports and other documentation will be compiled as art of the project record. The ENGINEER'S field oversight duties will include:

a) Conduct field oversight of the work progress and report to OWNER whenever ENGINEER believes that any work is unsatisfactory, defective or does not conform to the Contract Documents.

b) Serve as ENGINEER'S AND OWNER'S liaison with Contractor.

c) Keep field logs/reports of matters pertaining to the construction work.

d) Measure and record quantities of items where Contractor is paid on the basis of actual in-place measurements.

2.6 **Interpretations and Clarifications**. ENGINEER shall issue necessary interpretations and clarifications of the Contract Documents/Bidding Documents and in connection therewith prepare work change directives and process CONTRACTOR's change orders as required.

2.7 **Shop Drawings**. ENGINEER shall review cut sheets, submittals, shop drawings and other relevant data. ENGINEER shall review shop drawings and other data which CONTRACTOR(s) are required to submit, but only for conformance with the design concept of the project and compliance with the information given in the design plans, specifications and documents. ENGINEER will review and approve CONTRACTOR's shop drawings and provide approved copy of drawing to the OWNER prior to CONTRACTOR notification.

2.8 **Schedule Monitoring**. ENGINEER will review and update CONTRACTOR(s) schedule(s) to monitor construction progress and to assist the CONTRACTOR in identifying potential "work arounds" to make up for work delays, change orders, etc. Updated schedules will be provided to the OWNER as necessary unless agreed otherwise.

2.9 **Applications for Payment**. ENGINEER will review CONTRACTOR's applications for periodic payment to verify that amounts requested by the CONTRACTOR agree with actual progress of the work. Approved applications will be submitted to the OWNER for payment.

2.10 **Correspondence.** ENGINEER will distribute and maintain project correspondence and documents throughout the construction phase. Schedules for project deliverables will be established and adhered to in order to maintain the overall project schedule(s).

2.11 **Contract Closeout.** ENGINEER shall conduct a review of each project phase to determine if the work is substantially complete and a final review of each project phase will be performed to determine if the completed work is acceptable so that ENGINEER may recommend, in writing, final payment to CONTRACTOR and may give written notice to OWNER and the CONTRACTOR that the work is acceptable (subject to any conditions therein expressed).

3.0 SECTION 3 – SUPPLEMENTAL SERVICES

3.1 The services listed in this section will be provided to supplement the services outlined in the previous sections. If authorized by the OWNER, ENGINEER will furnish (or utilize the services of subconsultants/subcontractors as necessary) these services under the terms of this AGREEMENT.

3.2 Supplemental Services include, but are not necessarily limited to, the following:

a) Geotechnical Engineering and Related Services.

b) Surveying (i.e. construction staking, property boundary, topographic surveys, easement plats, etc.).

c) Environmental Engineering and Assessment Services. (i.e. environmental impact studies, Phase I and Phase II Assessments, etc.).

d) Hydrogeology and Geology.

e) Geographical Positioning Systems (GPS) Mapping and Geographical Information Systems (GIS).

f) Supplemental or Extended Services, made necessary by (1) work damaged by fire or other cause during construction, (2) prolongation of the construction contract period, and (3) default by the Contractor.

g) Services resulting from significant changes in extent of the project or revision of previously accepted concepts, reports, design plans, specifications or documents when such revisions are due to causes beyond control of ENGINEER.

h) Resident Inspection for Construction.

4.0 SECTION 4 – FEES AND PAYMENTS TO ENGINEER

4.1 For general consulting engineering services as outlined in this AGREEMENT, OWNER shall pay ENGINEER the fee documented in the project specific Task Order Form (TOF). It is anticipated that professional services will be performed and reimbursed on payment terms agreeable to both parties (i.e. lump sum, hourly, etc.). The proposed unit rates identified for this AGREEMENT are broken out by labor category and are included as ATTACHMENT "A". Any unique unit rates or costs related to outside subconsultants contracted to the ENGINEER to provide specialized services for specific work tasks will be included in the project specific TOF. It will be the responsibility of the ENGINEER to periodically update the OWNER regarding incurred fees for the various projects executed under this AGREEMENT as it relates to an estimated project budget in the event that a budget revision is warranted by the work effort undertaken, or anticipated, by the ENGINEER and as agreed to by the OWNER. ENGINEER and OWNER will also periodically review project progress and schedules to ensure timely completion of work.

4.2 The labor category unit rates are included in ATTACHMENT "A" and apply to those employees of the ENGINEER who are engaged in providing professional services under this AGREEMENT. In addition to the customary overhead items, the following costs are specifically defined as an overhead charge and there shall be no additional charge for these costs: telephone charges, computer expenses, use of company vehicles, in-house reproduction, photocopying, use of company-owned equipment, and routine expendable/office supplies. Direct expenses (including subconsultants hired by the ENGINEER) will be invoiced at cost plus 10% to the OWNER. The ENGINEER stipulates that the labor category billing rates may be revised on an annual basis (August) to account for salary adjustments.

4.3 ENGINEER shall submit monthly invoices to OWNER (on or about the first of each month) in summary form and all ongoing project tasks will be included on the summary invoice. OWNER shall make payment to ENGINEER within thirty days from receipt of invoice.

5.0 SECTION 5 – OWNER'S RESPONSIBILITIES

5.1 **OWNER shall:**

5.1.1 Provide all criteria and full information as to OWNER's requirements for the project, including design objectives and constraints, space, capacity and performance requirements, flexibility and expendability, and any budgetary limitations; and furnish copies of all design and construction standards which OWNER will require to be included in the drawings and specifications.

5.1.2 Assist ENGINEER by placing at his disposal all available information pertinent to the project including previous reports and any other data relative to design or construction of the project.

5.1.3 Assist/arrange for access to and make all provisions for ENGINEER to enter upon public and private property as required for ENGINEER to perform his services.

5.1.4 Designate a person (or persons) to act as OWNER's representative(s) with respect to the services

to be rendered under this AGREEMENT. Such person(s) shall have complete authority to transmit instructions, receive information, interpret and define OWNER's policies and decisions with respect to materials, equipment, elements and systems pertinent to ENGINEER's services.

6.0 SECTION 6 – ENGINEER'S RESPONSIBILITIES

6.1 **Project Management and Design.** The ENGINEER shall manage and design the work in strict compliance with all applicable laws and in strict compliance with applicable codes. Plans and specifications shall bear the signature and seal of the ENGINEER, which shall be prima facie evidence that the ENGINEER has exercised the degree of skill and professional competence required of professional engineers licensed in the State of Georgia and that the ENGINEER has not practiced beyond the limits of his field of specialty or expertise.

6.2 **Standard Professional Services.** The ENGINEER by the execution of this AGREEMENT contracts that he is possessed of that degree of care, learning, skill and ability which is ordinarily possessed by other members of his profession and further contracts that in the performance of the duties herein set forth he will exercise such degree of care, learning, skill and ability as is ordinarily employed by professional engineers licensed to practice in the State of Georgia under similar conditions and like circumstances and shall perform such duties without neglect, and shall not be liable except for failure to exercise such degree of care, learning, skill and ability. Any other provision of this AGREEMENT to the contrary notwithstanding, the ENGINEER shall not receive any fee on account of increases in cost resulting from change orders necessitated by failure to comply with professional standards by the ENGINEER.

6.3 **Professional Liability Insurance.** Simultaneous with the execution of this AGREEMENT, and prior to the provision of any professional services by the ENGINEER, and during the entire term of this AGREEMENT, including future renewals thereof, the ENGINEER shall maintain in full force and effect a policy of professional liability insurance from a company authorized to do business in the State of Georgia in limits of $1,000,000 each claim, $2,000,000/year aggregate, with $1,000,000 per claim deductible. The ENGINEER represents, warrants, and covenants that in the event a claim is filed against such policy, the ENGINEER has sufficient unencumbered assets and financial standing to pay in full the maximum deductible per claim. If requested, the ENGINEER shall furnish evidence of said coverage to OWNER in the form of a certificate from the issuing insurance company that the policy is in good standing. If two or more claims are made by ENGINEER against said coverage, at any time relevant to this AGREEMENT, notice of such fact shall be furnished to OWNER in writing, which event shall furnish OWNER the option to terminate this AGREEMENT. As further condition, said policy shall not be canceled, changed, allowed to lapse or allowed to expire until ten (10) days after written notice is given by ENGINEER or OWNER, via certified mail, return receipt requested. ENGINEER shall at all times during the terms of this AGREEMENT, including for four (4) years after the expiration or termination of the AGREEMENT for any reason, maintain continuity of coverage described herein against any liability directly or indirectly resulting from ENGINEER or its employees or its subconsultant's duties in connection with this AGREEMENT, or other acts or omissions of ENGINEER or its respective employees or agents occurring in whole or in part during the term of this AGREEMENT. ENGINEER shall procure continuity coverage by obtaining subsequent

policies which have a retroactive date of coverage equal to the effective date of this AGREEMENT or by obtaining an extended recording endorsement with coverages consistent with those described herein.

6.4 **Personal Services**. In contemplation that engineering services are personal, the ENGINEER agrees that no change in the business organization of the ENGINEER under which the firm shall perform shall be made during the AGREEMENT term, unless prompt written notice to the OWNER is given, which event shall afford the OWNER the option to terminate this AGREEMENT.

6.5 **Approval of Bonds by Bidders**. Inasmuch as the ENGINEER will provide assistance to the OWNER in the bidding and negotiating of water & sewer and public works contracts, for which the successful contractor must present payment and performance bonds as a condition of the award of such contracts, it shall be the duty of the ENGINEER to verify that the Surety for Contractor's Bonds meets the criteria contained in the General Conditions of the Contract Documents (listed on Federal Register Circular 570) and licensed and in good standing with Insurance Commission of the State of Georgia.

6.6 **Compliance with Equal Employment Opportunity Laws and Americans with Disabilities Act**. As a condition for entry of this AGREEMENT, the ENGINEER represents, warrants, and covenants that at the time of entry of this AGREEMENT, and during the term thereof, the ENGINEER shall observe and comply with all applicable laws governing equal employment opportunities, including the employment of persons with disabilities, as defined by the Americans with Disabilities Act of 1991. Furthermore, the ENGINEER shall maintain a drug free workplace as required by Georgia law during the term of this AGREEMENT.

7.0 SECTION 7 – GENERAL CONSIDERATIONS

7.1 **Commencement**. This AGREEMENT will take effect upon delivery of executed AGREEMENT to both parties.

7.2 **Term of AGREEMENT**. The initial term of this AGREEMENT shall be from the date of execution by all parties for one year. Thereafter, unless either party provides at least 30 days prior written notice to the contrary, the AGREEMENT shall automatically renew for increments of one year. Either party, upon giving 30 days written notice, may terminate this AGREEMENT at any time without cause. Termination of this AGREEMENT by either party shall not impair or affect whatever rights, including payment for services performed prior to termination either party may have under this AGREEMENT.

7.3 **Authorized Representative**. ENGINEER shall designate a person (or persons) to act as ENGINEER's representative(s) with respect to the services to be rendered under this AGREEMENT. Such person(s) shall have complete authority to transmit instructions, receive information, interpret and define ENGINEER's policies and decisions with respect to materials, equipment, elements and systems pertinent to this AGREEMENT.

7.4 **Successors and Assigns.**

7.4.1 OWNER and ENGINEER each is hereby bound and the partners, successors, executors, administrators, assigns, and legal representatives of each are bound, to the other party to this AGREEMENT and to the partners, successors, executors administrators, assigns and legal representatives of such other party, in respect to all covenants, AGREEMENTs and obligations of this AGREEMENT.

7.4.2 Neither OWNER nor ENGINEER shall assign, sublet or transfer any rights under or interest in (including, but without limitation, moneys that may become due or moneys that are due) this AGREEMENT without the written consent of the other.

7.4.3 Nothing herein shall be construed to give any rights or benefits hereunder to anyone other than OWNER and ENGINEER.

7.5 **Limitations of Responsibility**. Nothing herein shall be construed as making the ENGINEER responsible for supervising or directing the work of the OWNER, Contractors or others furnishing work related to the project. Nor shall ENGINEER have authority over means, methods, techniques or procedures of construction, or for safety precautions incident to the work of the OWNER, Contractors or other, or for any failure of same to comply with laws, rules or regulations. ENGINEER cannot guarantee the performance of work by Contractors nor assume responsibility for Contractor's failure to perform in accordance with Contract Documents.

7.6 **Indemnification**. To the extent allowed by law, if any, each party (the "Indemnifying Party") shall indemnify and hold harmless the other party, its directors, officers, employees, subconsultants, and agents (the "Indemnified Party") from and against any suits, claims, losses, demands, liabilities, damages, costs and expenses (including reasonable attorneys' fees and reasonable investigative costs) arising out of or resulting from any negligence, willful misconduct or breach of this AGREEMENT by the Indemnifying Party, except to the extent that any of the foregoing arises out of or results from the breach of this AGREEMENT by the Indemnified Party or the negligence or willful misconduct of the Indemnified Party.

7.7 **Re-use of Documents**. All documents including design plans, specifications and documents prepared by ENGINEER pursuant to this AGREEMENT are instruments of service in respect of the project. They are not intended or represented to be suitable for re-use by OWNER or others on extensions of the project or on any other project.

7.8 **Governing Law**. The parties agree that this Agreement and any legal actions concerning its validity, interpretation and performance shall be governed by the laws of the State of Georgia.

7.9 **Severability and Reformation**. Any provision or part thereof of this AGREEMENT held to be void or unenforceable under any law shall be deemed stricken, and all remaining provisions shall continue to be valid and binding upon the parties. The parties agree that this AGREEMENT shall be reformed to replace such stricken provision or part thereof with a valid and enforceable provision which comes as close as possible to expressing the intention of the stricken provision.

This AGREEMENT constitutes the entire AGREEMENT between OWNER and ENGINEER and supersedes all prior written or oral understandings between them in respect of the subject matter covered hereby.

IN WITNESS WHEREOF, the parties hereto have made and executed this AGREEMENT as of the day and year first above written.

OWNER:

City of Griffin, Georgia

By:

Attest:

ENGINEER:

Hazen and Sawyer, P.C.

By:

Attest:

APPROVED AS TO FORM

THIS 20th DAY OF February, 2015

BY:

CITY ATTORNEY

ATTACHMENT A

UNIT RATES
Hazen and Sawyer, P.C.

Vice President	$ 215.00/hour
Senior Associate	$ 185.00/hour
Associate II	$ 175.00/hour
Associate I	$ 160.00/hour
Senior Principal Engineer	$ 145.00/hour
Principal Engineer	$ 130.00/hour
Engineer	$ 115.00/hour
Assistant Engineer	$ 105.00/hour
Senior Principal Designer	$ 125.00/hour
Principal Designer	$ 105.00/hour
CADD Technician	$ 75.00/hour
Technical Editor	$ 85.00/hour
Administrative Assistance	$ 60.00/hour

AGENDA ITEM SUMMARY

ITEM SUMMARY:

Consider a Water Sales Agreement with the Pike County Water and Sewerage Authority for the sale of wholesale drinking water. *Director of Water and Wastewater, Brandon Lewis, will address.*

SPECIAL CONSIDERATIONS OR CONCERNS:

This Water Sales Agreement will allow the Pike County Water and Sewerage Authority (PCWSA) to purchase water at a negotiated wholesale rate from the City of Griffin. The PCWSA plans to purchase an increasing amount of water over the next several years, eventually becoming wholly supplied by City of Griffin water for their potable water needs.

STAFF RECOMMENDATION:

Staff recommends approval.

FINANCIAL IMPACT:

Water will be sold to the PCWSA at a rate of $5.184 per 1000 gallons. This rate will be updated annually through the Wholesale Water Rate Model support from our rate consultant, Raftelis.

Submitted By:
Brandon Lewis

Meeting Date:
23/04/2024

Reviewed By:
Jessica O'Connor

ATTACHMENTS:
COG-PCWSA Water Sales Agreement.pdf

WATER SALES AGREEMENT
BETWEEN
THE CITY OF GRIFFIN, GEORGIA
AND
THE PIKE COUNTY WATER AND SEWERAGE AUTHORITY

THIS AGREEMENT, made and entered this ____day of _____, 2024, by and between the **CITY OF GRIFFIN, GEORGIA,** a municipal corporation (hereafter referred to as "Griffin") and the **PIKE COUNTY WATER AND SEWERAGE AUTHORITY,** a public corporation (hereafter referred to as "Authority"), provides as follows:

WHEREAS, Griffin, pursuant to its Charter and general laws of Georgia is empowered to own, operate, maintain and extend a public water system, consisting of a retail water distribution system and a wholesale regional water supply system, as permitted by the State of Georgia Environmental Protection Division, hereafter known and referred to as the "Griffin Water System";

WHEREAS, Authority, under authority of the laws of Georgia, is empowered to own, operate, maintain, and extend a public water system as permitted by the State of Georgia Environmental Protection Division, hereafter known and referred to as the "Pike County Water System";

WHEREAS, Griffin holds applicable permits and has taken substantial measures to construct and operate its regional water supply reservoir along with treatment and transmission facilities with sufficient capacity to meet the future water needs of Griffin, Spalding County, Concord, Williamson, Zebulon, Pike County, Coweta County, and Butts County (collectively, the wholesale customers of Griffin's Regional Water Supply System); and

WHEREAS, Griffin and Authority, through their respective entities, agree that it is in the best interest of each party to execute this Agreement whereby treated drinking water is sold by Griffin to Authority to assist Authority in supplying water to its customers and in meeting the demands of future growth;

NOW, THEREFORE, IN CONSIDERATION OF THE MUTUAL COVENANTS AND PROMISES HEREIN MADE, THE RECEIPT, ADEQUACY AND SUFFICIENCY OF WHICH ARE MUTUALLY ACKNOWLEDGED, THE PARTIES AGREE TO BE BOUND, EACH UNTO THE OTHER, AS FOLLOWS:

ARTICLE 1
LEGAL AUTHORITY AND DEFINITIONS

1.1 This instrument shall constitute a binding, legal contract by and between the parties hereto, in accordance with the authority granted by Article IX, Section III, Paragraph I of the 1983 Constitution of the State of Georgia. The payment obligation of Authority hereunder shall constitute a general obligation to which its full faith and credit is hereby pledged. Each of the parties herein covenants that it has the requisite legal authority, adequate staffing and fiscal resources to provide the services, perform the functions, and otherwise do all things necessary, convenient, and expedient to carry out the obligations and responsibilities herein set forth, either expressly or by reasonable implication.

1.2 For the term of this agreement, all parties agree to exercise good faith and best efforts to adequately and properly fund such undertakings, including the exercise of power to establish, levy and enforce reasonable rates, fees and charges for services provided. The parties further covenant and agree to cooperate fully with one another in the joint undertakings required to further the spirit and intent of the contract hereby made including defending the validity and enforceability of this contract in any proceeding, including future revenue bond validations, in which it may be brought into issue.

1.3 By entering into this contract, the parties agree that Griffin acquires no property rights or ownership in any assets or facilities of the Pike Water System, nor does Authority acquire any property rights or ownership in any assets or facilities of the Griffin Water System including the Regional Water Supply System. Nothing herein shall impose upon Authority the obligation to participate in any bond financing required by Griffin for the financing and improvements to the Griffin water system. Nothing herein shall impose upon Griffin the obligation to participate in any bond financing required by Authority for the financing and improvements to the Pike water system.

1.4 For purposes of interpretation, all terms used in this contract shall have their common and usual meaning or significance, unless such term is specifically defined herein or is a term of art within the field of professional engineering as relates to water utilities, in which event it shall have such technical meaning as may be assigned thereto.

ARTICLE 2
DURATION OF AGREEMENT

2.1 This Agreement shall become effective on the date of execution and shall terminate twenty-five years after the effective date, unless earlier terminated in accordance with provisions stated in §7.6, which such earlier termination shall not be unreasonably withheld by either party.

2.2 The obligation of Griffin to deliver water shall begin when requested by the Authority after the execution of this Agreement. The parties recognize that Authority reserves the right to utilize other water supply sources. Authority reserves the right in the future to purchase all or none of its water from Griffin, or to purchase only a portion from Griffin to supplement other water sources; provided however that, except during an emergency,

any increase or decrease of more than 100,000 gallons per day, but less than 500,000 gallons per day, above or below the prior average daily usage, will require not less than ninety (90) days advance notice from Authority to Griffin; and not less than six (6) months advance notice for any increase or decrease of 500,000 gallons per day or more.

ARTICLE 3
OPERATION OF PIKE SYSTEM AND METERING OF WATER TO PIKE

3.1 Water will be supplied to Authority through master meters constructed at mutually agreeable locations. Authority shall bear all costs for engineering and construction of master meter installations and for connection to the supply mains. The design and construction of metering installations shall be subject to approval of Griffin acting through its consulting engineers of record. After master meters are installed, Griffin will assume ownership of the meters and shall be responsible for reading the master meters on a monthly basis and for maintenance, repairs and calibration of the master meters. Authority shall have the right to verify master meter readings and to verify that the master meters are properly calibrated and maintained. In general, master meters on regional transmission mains will be placed only within public rights-of-way at major road intersections or key locations as identified by the Authority; if placed on private property the Authority will secure all necessary easements. Individual retail meters will not be allowed on Regional Transmission Mains.

3.2 Authority agrees to obtain and maintain in good standing all permits that are required by Georgia Environmental Protection Division or other regulatory agencies in connection with owning and operating a public water system.

3.3 Griffin's obligation under this Agreement shall, except in emergency conditions, be to deliver to the master metering points treated water meeting State and Federal regulations applicable to public drinking water systems. Griffin shall have no obligation to maintain water quality requirements on the Pike Water System beyond the master metering points.

3.4 Water delivered to the master metering points shall be at the prevailing pressure required to meet variations in demand on the Regional System. Authority will be responsible for constructing water storage tanks, water distribution mains, booster pumping stations, chlorination stations, pressure control valves and other facilities within the Pike System as needed for storing, distributing, controlling, monitoring and maintaining water quality within the Pike Water System. Authority agrees to engage a consulting engineer to prepare a master plan for the Pike system that identifies the need for such facilities, and Griffin agrees to cooperate with such plan by making available to Authority and their consultant information about the Regional Water Supply System.

ARTICLE 4
SALES PRICE

4.1 Authority agrees to pay Griffin monthly for all water purchased by Authority based upon monthly readings of its master meter(s), and based on the rate formula attached hereto as Exhibit "A", which by reference is expressly incorporated herein. For illustrative purposes, attached hereto as Exhibit "B" is a pro forma example of the rate calculation. The parties understand that Exhibits A and B will be produced by Griffin for attachment and inclusion with this Agreement.

4.2 Future rate adjustments in the sales price for water sold by Griffin to Authority shall be made annually based upon audited costs applied to the rate formula. Each year following the completion of Griffin's audit, Griffin will compute the revised rate and provide written notice to Authority of the revised rate that shall be effective for the subsequent calendar year beginning January 1st; provided written notice of the revised rate shall be given to Authority no later than December 1st; otherwise, on the first day of the first month commencing 30 days after receipt of written notice of the revised rate.

ARTICLE 5
COOPERATION AND PLANNING

5.1 In order for Griffin to plan and construct facilities to meet the future water demands of Pike and other customers of the Regional Water System, the parties agree to cooperate and share information related to planning for future growth. Authority agrees to notify Griffin as far in advance as possible of any prospective new water user, wholesale purchaser or development requiring water usage of 100,000 gallons or more per day. Authority agrees to furnish Griffin with a copy of all planning reports, engineering plans and as-built drawings that are prepared by or for Authority in connection with its water system. Griffin agrees to furnish Authority with similar information relating to the Regional System.

5.2 Authority agrees to adopt and enforce such ordinances, policies and procedures as are required by Georgia EPD and other state or federal agencies having jurisdiction over public water systems. To the fullest extent practical, Authority's policies concerning watershed protection, water conservation and drought restrictions, cross- connection prohibitions, backflow prevention, water system construction standards and other similar matters shall be the same as or similar to those policies adopted by Griffin. In the event Griffin imposes water conservation or drought restrictions upon its customers, Authority shall also impose the same restrictions upon its customers during any months that Authority is purchasing water from Griffin.

5.3 Authority shall not compete, directly or indirectly, against Griffin by reselling water purchased from Griffin to any existing or potential wholesale customer of Griffin outside the geographic boundary of Pike County except with the express written consent of Griffin, which consent shall not be unreasonably withheld if the proposed arrangement for water sales does not materially interfere with Griffin's existing contracts or with its Regional Water Supply System. Any other provision of this Agreement notwithstanding,

Authority shall retain sole authority to extend its public water distribution system to the extent provided by law.

ARTICLE 6
INSURANCE, INDEMNIFICATION AND HOLD HARMLESS

6.1 Each party covenants that at the time of execution of this contract, each party has comprehensive liability insurance coverage (or its equivalence through either a program of self-insurance or by participation in an interlocal risk management agency) in an amount not less than $1,000,000 per occurrence, which coverage and amount shall be maintained throughout the duration of this contract, in as broad a form as possible providing the entity with a defense and payment of resulting judgments from claims arising from the duties and responsibilities herein undertaken.

6.2 In the event a claim, demand or suit, including administrative enforcement actions brought by Federal and State regulatory agencies, is brought against Authority arising out of or resulting from a failure by Griffin to perform its obligations under this contract, or the negligent performance thereof, Griffin shall indemnify and hold harmless Authority and the assets of the Pike Water System from such claim, demand or suit.

6.3 In the event a claim, demand or suit, including administrative enforcement actions brought by Federal and State regulatory agencies, is brought against Griffin arising out of or resulting from a failure by Authority to perform its obligations under this contract, or the negligent performance thereof, Authority shall indemnify and hold harmless Griffin and the assets of the Griffin Water System from such claim, demand or suit.

ARTICLE 7
EXECUTION, MODIFICATION AND TERMNINATION

7.1 Upon execution of this contract by all parties, in triplicate, a fully executed original shall be spread upon the minutes of the meetings by the governing bodies of each party as evidence of its existence. A certified copy by the designated officer of any party shall be fully admissible in lieu of an original in any legal proceeding at which the existence and enforceability of said contract is in issue.

7.2 No modification or amendment of this contract shall be effective unless issued in writing, approved by all parties, executed by their duly authorized officers, and spread upon the minutes of the respective governing bodies.

7.3 It is the intent of the parties to enforce this agreement as a binding obligation for the full term stated, except as otherwise specified herein. In consideration of the unique relationship herein created and established, upon which all parties are entitled to justifiably rely, it is expressly agreed that in the event of an alleged breach of future performance by any party, the judicial remedy available to the parties shall be by "complaint for declaratory judgment and specific performance" filed in the Superior Court of the respondent's county situs. In addition, the parties hereby waive any right to raise defenses relating to lack of actual controversy or lack of uniqueness of the underlying relationship.

7.4 To the extent allowable by law, the parties agree that should such an action be filed, the filing party shall be entitled to petition said court for expedited handling, including shortening of the statutory periods involved for response, discovery and trial. Upon the filing of such action, the parties consent to the entry of an automatic interim injunction to maintain the status quo pending outcome of the proceedings.

7.5 The parties do hereby consent, in the discretion of the trial judge, to the appointment of a neutral person, selected by the parties, to serve as Special Master on issues of fact in lieu of fact-finding to be conducted by a jury. In lieu of a proceeding before the Special Master, in the event the trial judge declines to appoint a Special Master, then it is the intention of the parties that the judge conduct a "bench trial" and expressly waive the right to trial by jury, it being the stated intention of all parties that any disputes be resolved equitably giving primary consideration to the enforcement of this contract to its fullest extent.

7.6 It is understood that the early termination of this Agreement is not favored and shall require the mutual written agreement of both parties, and which such agreement shall not be unreasonably withheld by either party. The standard for such early termination shall be "the mutual best interests of the parties", as concluded by resolution of each party's governing body.

7.7 It is the intention of the parties that this writing, including Exhibits "A" and "B", represents the full and complete understanding and agreement of the parties to the various matters specifically treated.

7.8 When statutes or regulations require specific acts to be performed, or dictate the manner of performance, such specifications shall be deemed the minimum standard governing such performance.

7.9 This writing supersedes any prior negotiations between the parties concerning the sale by Griffin to Authority of treated water, and upon its formal execution, this shall be the sole

and controlling agreement defining said relationship.

7.10 Notices given pursuant to this contract shall be effective if either personally served and delivered or if sent by certified mail with return receipt requested to the address shown below with adequate postage thereon:

To Griffin:
City of Griffin
Attn: City Manager
P.O. Box T
Griffin, GA 30224

To Authority:
Pike County Water and Sewerage Authority
P. O. Box 948
Zebulon, GA 30295

7.11 Time is of the essence for this contract.

7.12 The provisions of this contract are hereby deemed and declared to be severable. If any provisions of this contract, or the application of any provisions to any circumstances is held to be unconstitutional, unenforceable or invalid for any reason, the remaining terms, conditions and obligations contained herein shall not be affected thereby and this contract shall otherwise remain in full force and effect.

7.13 It is expressly agreed that there shall be no early termination of this Agreement, unless the governing bodies of both parties, after a duly advertised public meeting, mutually find and agree that early termination is in the best interest of both parties. Absent the mutual agreement of the parties hereto, unilateral notification of early termination or intent to withdraw from future performance of the obligations hereby imposed shall not be effective.

[Signatures on following page]

IN WITNESS WHEREOF, the parties hereto, acting through the duly authorized and empowered Chairman of the respective party, as attested to by its respective Clerk or Secretary, have executed this Contract, in triplicate originals, under their respective seals, the day and year first above written.

CITY OF GRIFFIN, GEORGIA

By:_____
Douglas S. Hollberg, Mayor

Attest: _____
Jessica W. O'Connor, Secretary

(SEAL)

Approved as to form:

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

PIKE COUNTY WATER AND SEWERAGE AUTHORITY

By:_____
Mark Whitley, Chairman

Attest: _____
Jeremy Craig, Secretary/Treasurer

(SEAL)

EXHIBIT A

NARRATIVE OF
CALCULATION OF GRIFFIN'S WHOLESALE WATER RATE
TO THE PIKE COUNTY WATER AND SEWERAGE AUTHORITY

<<FY 2023 data is used herein to calculate rates for calendar year 2024>>

Water Sold - Total metered water volume for Fiscal Year ending June 30, 2023 (FY 23) was 2,675,292 thousand gallons.

Office of the Water and Wastewater Director - This item is the audited cost of operating the office of the Water and Wastewater Director, which provides administrative and management support to the Griffin Water and Wastewater System. Fifty percent (50%) of the cost of this item is apportioned to the wholesale water rate on the assumption that half of the Director's time is spent on functions related to wholesale water and half of his time is spent on other functions.

Water Production - This item includes all costs related to operation and maintenance of facilities for water supply, treatment, pumping and elevated storage. One hundred percent (100%) of the cost of this item is apportioned to the wholesale water rate.

Depreciation - This item includes annual depreciation of the Regional Water System assets calculated by Griffin's Finance Department.

General Fund Expenses (Administrative Support) - Several departments within the General Fund provide support for the water system operation and employees. These include the office of City Manager, City Attorney, and all divisions of the Department of Finance and Administrative Services except Licensing. The amount for Administrative Support is apportioned to wholesale rates based on the number of employees in water production and 50% of office of director divided by total city employees, which for FY 23 results in a ratio of 4.44%.

Debt Service - This item is Griffin's annual payment of principal and interest on outstanding debt associated with Regional Water Facilities. The ratio of expenditures for eligible water improvements is multiplied times the total annual principal and interest to calculate the portion of annual debt service allocated to the wholesale water rate. Eligible water improvements will include only those improvements related to regional water supply, water production, water storage and certain transmission facilities as defined in the contract.

Return on Audited Depreciated Fixed Assets - Each year the City of Griffin determines the depreciated value of the Griffin "water purification facilities and distribution system" (including supply facilities). The wholesale water rate includes a return or markup amount calculated as five percent (5.0%) of the Adjusted Depreciated Fixed Assets divided by the "Total metered production volume." However, the markup will not exceed twenty percent (20%) of the unit cost of Operations and Debt Subtotal as shown on accompanying Exhibit "B."

City of Griffin

Wholesale Rate Calculation

For The Pike County Water and Sewerage Authority

	Allocation %	Water Sales Basis	FY 2023 Actual	Cost per kgal
Operations and Debt Costs				
Office of Director				
Personnel Services & Benefits	50%	Total	$ 251,842	$ 0.094
Purchased & Contract Services	50%	Total	89,750	0.034
Supplies	50%	Total	5,191	0.002
Other	50%	Total	-	0.000
Subtotal: Office of Director			$ 346,783	$ 0.130
Water Production				
Personnel Services & Benefits	100%	Total	$ 1,308,606	$ 0.489
Purchased & Contract Services	100%	Total	796,631	0.298
Supplies	100%	Total	1,682,627	0.629
Other	100%	Total	-	0.000
Subtotal: Water Production			$ 3,787,864	$ 1.416
Depreciation				
Water System	0%	Total	$ -	$ 0.000
Regional Water System	100%	Total	2,305,612	0.862
Subtotal: Depreciation			$ 2,305,612	$ 0.862
General Fund Expenses				
Administrative Support	4.44%	Total	$ 352,476	$ 0.132
Subtotal: Depreciation			$ 352,476	$ 0.132
Debt Service				
FY 2023 Principal & Interest Regional System	100%	Total	$ 4,764,863	$ 1.781
Subtotal: Debt Service			$ 4,764,863	$ 1.781
Subtotal: Operations & Debt			**$ 11,557,598**	**$ 4.320**
Return on Depreciated Assets				
=% of Net Book Value	5%		~~$ 2,602,518~~	~~$ 0.973~~
Not to Exceed 20% of Operations & Debt	20%		2,311,520	$ 0.864
Subtotal: Return on Depreciated Assets		Total	**$ 2,311,520**	**$ 0.864**
Total: Costs Recovered from Wholesale Rate			**$ 13,869,117**	**$ 5.184**
Water Sales (kgal)				
Total System			2,675,292	
Integral System			1,603,520	
Total Water Produced			3,259,110	
Costs per Kgal				
Operations & Debt			**$ 4.320**	
Return on Depreciated Assets			**$ 0.864**	
Total: Cost per Kgal (Wholesale Rate)			**$ 5.184**	

AGENDA ITEM SUMMARY

ITEM SUMMARY:

Consider an amendment to the intergovernmental agreement with Spalding County regarding the organization and funding of the Griffin-Spalding Business and Tourism Association. *City Manager, Jessica W. O'Connor, will address.*

SPECIAL CONSIDERATIONS OR CONCERNS:

GSBTA is the destination marketing organization for the City and County that allows us to charge an 8% hotel-motel tax fee for those visiting Griffin Spalding. This agreement continues the prior agreement regarding funding, expenditures, and organizational structure.

STAFF RECOMMENDATION:

Staff recommends approval.

FINANCIAL IMPACT:

There are no financial implications related to the proposed amendments to this IGA.

Submitted By:
Jessica O'Connor

Meeting Date:
23/04/2024

Reviewed By:
Jessica O'Connor

ATTACHMENTS:
GSBTA2018.pdf
2024 GSBTA_Agreement-Signed by County with AJW sig.pdf

INTERGOVERNMENTAL CONTRACT
between the
CITY OF GRIFFIN, GEORGIA
and
SPALDING COUNTY, GEORGIA

PREAMBLE

This Intergovernmental Contract entered into this 16th day of July 2018 pursuant to the provisions of O.C.G.A. § 48-13-51(b) (hereinafter referred to as "Hotel-Motel Tax"), established by House Bill 1168, between the **CITY OF GRIFFIN, GEORGIA** (hereinafter referred to as the "City") and **SPALDING COUNTY, GEORGIA** (hereinafter referred to as the "County") (and collectively the City of Griffin, Georgia and Spalding County, Georgia hereinafter referred to as the "Parties") is for the purpose of amending funding requirements for the City and the County with respect to the Griffin-Spalding Business and Tourism Association, Inc. and to provide for the duties and responsibilities of both Parties.

RECITALS

WHEREAS, House Bill 1168 codified at O.C.G.A. § 48-13-51(b), which became effective July 1, 2008, created a new hotel-motel tax authorization with rates up to eight percent (8%); and

WHEREAS, the City imposes a hotel-motel tax of eight percent through the Griffin-Spalding Business and Tourism Association, Inc. as its Destination Marketing Organization; and

WHEREAS, the County imposes a hotel-motel tax of eight percent through the Griffin-Spalding Business and Tourism Association, Inc., as its Destination Marketing Organization; and

WHEREAS, the City and County wish to amend the requirements of each Party for the collection of the hotel-motel tax;

NOW THEREFORE, the Parties agree to the following:

ARTICLE I
PURPOSE

Section 1.01. Purpose. The purpose of this Contract is to amend the funding requirements of the City and the County with respect to the Griffin-Spalding Business and Tourism Association, Inc. (hereinafter referred to as "GSBTA") and to provide for the duties and responsibilities of both Parties.

ARTICLE II
POWERS AND DUTIES OF THE PARTIES

Section 2.01. Executive Director. The Executive Director of the GSBTA shall be responsible for the management of the day-to-day affairs of the GSBTA and for the implementation of policies set by the Board of Directors of the GSBTA.

Section 2.02. Budget. The City and County shall deposit into the appropriate financial account of the GSBTA one hundred percent (100%) of its annual tourism product development hotel-motel tax revenue on a monthly basis.

Section 2.03. GSBTA Functions. The GSBTA is a non-profit corporation whose purpose is to promote business, tourism, and trade conventions for the City and County; to study, investigate, develop, and implement plans for improving business and tourism in the City and County; to advise the Board of Commissioners for both Parties regarding the development of business and tourism in the area; and to otherwise promote the public interest in business and tourism in the City and County. The GSBTA has complete autonomy in regards to promoting tourism, conventions, and trade shows for the City and County, along with determining which tourism related products it seeks to develop, fund, market, and/or construct.

Section 2.04. The Griffin-Spalding Chamber of Commerce, The University of Georgia-Griffin Campus. The GSBTA shall be responsible for continuing to fund the Griffin-Spalding Chamber of Commerce and the University of Georgia-Griffin Campus at no less than the current funding amount through its collection of the County's restricted funds from the hotel-motel tax. If there is a decline in the collection of hotel-motel tax from the County, then the amount funded to these organizations will be adjusted accordingly.

ARTICLE III
MISCELLANEOUS PROVISIONS

Section 3.01. Duration of Contract. This Contract shall commence on the Effective Date and shall remain in full force and effect until such time as it has been terminated by the Parties as discussed in Section 3.10, or for fifty (50) years, whichever is sooner.

Section 3.02. Entire Agreement. This Contract sets forth the entire agreement between the Parties and supersedes any and all prior contracts or understandings between them in any way related to the subject matter of this Contract. It is further understood and agreed that the terms and conditions of this Contract are not a mere recital and that there are no other contracts, understandings, or representations between the Parties in any way related to the subject matter of this Contract, except as expressly stated in this Contract.

Section 3.03. Interpretation of Contract. The Parties intend that this Contract shall be construed liberally to effectuate the intent and purposes of this Contract and the legislative intent and purposes of a destination marketing organization organized for the purpose of collecting Hotel-Motel Tax. All powers granted to the GSBTA under this Contract shall be broadly interpreted to effectuate the intent and purposes and not as a limitation of powers.

Section 3.04. Severability of Provisions. If any provision of this Contract, or its application to any Person, Party or circumstance, is invalid or unenforceable, the remainder of this

Contract and the application of that provision to other Persons, Parties or circumstances is not affected but will be enforced to the extent permitted by law.

Section 3.05. Governing Law. This Contract is made and entered into in the State of Georgia and shall in all respects be interpreted, enforced and governed under the laws of the State of Georgia without regard to the doctrines of conflict of laws. The language of all parts of this Contract shall in all cases be construed as a whole according to its plain and fair meaning, and not construed strictly for or against any Party.

Section 3.06. Captions and Headings. The captions, headings, and titles in this Contract are intended for the convenience of the reader and are not intended to have any substantive meaning or to be interpreted as part of this Contract.

Section 3.07. Terminology. All terms and words used in this Contract, regardless of the number or gender in which they are used, are deemed to include any other number and any other gender as the context may require.

Section 3.08. Jurisdiction and Venue. In the event of any disputes between the Parties over the meaning, interpretation, or implementation of the terms, covenants, or conditions of this Contract, the matter under dispute, unless resolved between the Parties, shall be submitted to the Superior Courts of Spalding County.

Section 3.09. Amendments to Contract. This Contract may be amended or an alternative form of this Contract adopted only upon written amendment approved by all Parties.

Section 3.10. Termination of Contract. The parties reserve the right to terminate this contract, in whole or in part, for failure to comply with any provision of this contract as outlined or in the event the party determines that such termination is in the best interest of the party by providing a written notice to the other party and to the Association at least ninety (90) days before the effective date of termination.

IN WITNESS WHEREOF, the parties have caused this Intergovernmental Contract to be executed by placing on it the signatures of the persons authorized to act for the parties as follows:

Spalding County, Georgia (SEAL)

By: _____
Raymond Ray, Chairperson

Attest: _____
William Wilson, Secretary

City of Griffin, Georgia (SEAL)

By: _____
Douglas Hollberg, Chairperson

Attest: _____
Kenny L. Smith, Secretary

Approved as to form:

By: _____
James Fortune,
County Attorney
Signed by Stephanie Windham for
James Fortune, County Attorney

Approved as to form:

By: _____
Andrew J. Whalen, III
City Attorney

INTERGOVERNMENTAL CONTRACT
between the
CITY OF GRIFFIN, GEORGIA
and
SPALDING COUNTY, GEORGIA

PREAMBLE

This Intergovernmental Contract entered into this 5th day of February, 2024 pursuant to the provisions of O.C.G.A. § 48-13-51(b) (hereinafter referred to as "Hotel-Motel Tax"), established by House Bill 1168, between the **CITY OF GRIFFIN, GEORGIA** (hereinafter referred to as the "City") and **SPALDING COUNTY, GEORGIA** (hereinafter referred to as the "County") (and collectively the City of Griffin, Georgia and Spalding County, Georgia hereinafter referred to as the "Parties") is for the purpose of amending funding requirements for the City and the County with respect to the **Griffin-Spalding Business and Tourism Association, Inc.** (hereinafter referred to as the "GSBTA") and to provide for the duties and responsibilities of both Parties.

RECITALS

WHEREAS, House Bill 1168 codified at O.C.G.A. § 48-13-51(b), which became effective July 1, 2008, created a new hotel-motel tax authorization with rates up to eight percent (8%); and

WHEREAS, the City imposes a hotel-motel tax of eight percent through the Griffin-Spalding Business and Tourism Association, Inc. as its Destination Marketing Organization; and

WHEREAS, the County imposes a hotel-motel tax of eight percent through the Griffin-Spalding Business and Tourism Association, Inc., as its Destination Marketing Organization; and

WHEREAS, the City and County wish to amend the requirements of each Party for the collection of the hotel-motel tax;

NOW THEREFORE, the Parties agree to the following:

ARTICLE I
PURPOSE

Section 1.01. Purpose. The purpose of this Contract is to amend the funding requirements of the City and the County with respect to the Griffin-Spalding Business and Tourism Association, Inc. (hereinafter referred to as "GSBTA") and to provide for the duties and responsibilities of both Parties.

ARTICLE II
POWERS AND DUTIES OF THE PARTIES

Section 2.01. Executive Director. The Executive Director of the GSBTA shall be responsible for the management of the day-to-day affairs of the GSBTA and for the implementation of policies set by the Board of Directors of the GSBTA.

Section 2.02. Budget. The City and County shall deposit into the appropriate financial account of the GSBTA one hundred percent (100%) of its annual tourism product development hotel-motel tax revenue on a monthly basis.

Section 2.03. GSBTA Functions. The GSBTA is a non-profit corporation whose purpose is to promote business, tourism, and trade conventions for the City and County; to study, investigate , develop, and implement plans for improving business and tourism in the City and County; to advise the Board of Commissioners for both Parties regarding the development of business and tourism in the area; and to otherwise promote the public interest in business and tourism in the City and County. The GSBTA has complete autonomy in regard to promoting tourism, conventions, and trade shows for the City and County, along with determining which tourism related products it seeks to develop, fund, market, and/or construct.

Section 2.04. The Griffin-Spalding Chamber of Commerce, The University of Georgia-Griffin Campus. The GSBTA shall be responsible for continuing to fund the Griffin-Spalding Chamber of Commerce and the University of Georgia-Griffin Campus at no less than the current funding amount through its collection of the City's and County's restricted funds from the hotel-motel tax. If there is a decline in the collection of hotel-motel tax from the County, then the amount funded to these organizations will be adjusted accordingly.

ARTICLE III
MISCELLANEOUS PROVISIONS

Section 3.01. Duration of Contract. This Contract shall commence on the Effective Date and shall remain in full force and effect until such time as it has been terminated by the Parties as contemplated by Section 3.10, or for fifty (50) years, whichever is sooner.

Section 3.02. Entire Agreement. This Contract sets forth the entire agreement between the Parties and supersedes any and all prior contracts or understandings between them in any way related to the subject matter of this Contract. It is further understood and agreed that the terms and conditions of this Contract are not a mere recital and that there are no other contracts, understandings, or representations between the Parties in any way related to the subject matter of this Contract, except as expressly stated in this Contract.

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Section 3.05. Governing Law. This Contract is made and entered into in the State of Georgia and shall in all respects be interpreted, enforced, and governed under the laws of the State of Georgia without regard to the doctrines of conflict of laws. The language of all parts of this Contract shall in all cases be construed as a whole according to its plain and fair meaning, and not construed strictly for or against any Party.

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context may require.

Section 3.08. Jurisdiction and Venue. In the event of any disputes between the Parties over the meaning, interpretation, or implementation of the terms, covenants, or conditions of this Contract, the matter under dispute, unless resolved between the Parties, shall be submitted to the Superior Courts of Spalding County.

Section 3.09. Amendments to Contract. This Contract may be amended or an alternative form of this Contract adopted only upon written amendment approved by all Parties.

Section 3.10. Termination of Contract. The parties reserve the right to terminate this contract, in whole or in part, for failure to comply with any provision of this contract as outlined or in the event the party determines that such termination is in the best interest of the party by providing a written notice to the other party and to the Association at least ninety (90) days before the effective date of termination.

IN WITNESS WHEREOF, the parties have caused this Intergovernmental Contract to be executed by placing on it the signatures of the persons authorized to act for the parties as follows:

Spalding County, Georgia (SEAL)

By: _____
Ryan Bowlden, Vice Chairman

Attest: _____
Steve Ledbetter, County Manager

Approved as to form:

By: _____
Stephanie Windham,
County Attorney

City of Griffin, Georgia (SEAL)

By: _____
Douglas Hollberg, Mayor

Attest: _____
Jessica O'Connor, City Manager

Approved as to form:

By: *Andrew J. Whalen, III*
Andrew J. Whalen, III
City Attorney

AGENDA ITEM SUMMARY

ITEM SUMMARY:

Consider a claim for personal injuries to Roderick Brownlee based upon Ante Litem Notice, dated March 15, 2024. *City Attorney Drew Whalen will address.*

SPECIAL CONSIDERATIONS OR CONCERNS:

The notice alleges that on October 10, 2023, Mr. Brownlee was walking along S. 6th Street, near its intersection with East Bank Street. As he entered the crosswalk of E. Bank Street, a City of Griffin Solid Waste truck, operated by City employee Gerald Johnson, approached the intersection, where the truck had a STOP sign and the driver should have clearly seen Mr. Brownlee in the crosswalk; however, the truck failed to stop at the stop bar, striking Mr. Brownlee and dragging him approximately 500'. The notice alleges the City's driver to be "at fault". The notice alleges Brownlee's medical costs to exceed $2.8m as of the date of the notice. A settlement demand is made in the amount of $10,000,000

O.C.G.A. §36-92-3 provides: Any local government officer or employee who commits a tort involving the use of a covered motor vehicle while in the performance of his or her official duties is not subject to lawsuit or liability therefor. Nothing in this chapter, however, shall be construed to give the local government officer or employee immunity from suit and liability if it is proved that the local government officer's or employee's conduct was not within the performance of his or her official duties.

City employee Gerald Johnson was within the scope of employment performing official duties for the Solid Waste Department at the time of this accident. Thus, the City will be the sole Defendant if a lawsuit is filed. Under O.C.G.A. §36-92-2, the City's Sovereign Immunity has been statutorily waived in the amount of $500,000 per claim related to use of a City-owned motor vehicle.

STAFF RECOMMENDATION:

Staff recommends denial of the claim and settlement demand. Without admitting the City's driver may have been "at fault" in this accident, denial of the claim will permit Plaintiff's attorneys to file their lawsuit against the City and affords GIRMA, as the City's insurer, the ability to negotiate a settlement.

FINANCIAL IMPACT:

The City is a Member of the Georgia Interlocal Risk Management Agency (GIRMA), which investigates liability claims against its Members and, if liability exists, adjusts the claim up to the limits of the Member Coverage Agreement. IN THIS CASE, the Member Coverage Agreement contains a "Sovereign Immunity Waiver Endorsement", whose validity was recently established in the case of ATLANTIC SPECIALTY INSURANCE COMPANY v. CITY OF COLLEGE PARK, 313 Ga. 294 (2022). As originally enacted the "Municipal Motor Vehicle Tort Claims Act", O.C.G.A. §36, Chapter 92, statutorily waived the City's immunity up to $500,000, but allowed for additional local waiver by the purchase of motor vehicle insurance in greater amounts. Subsequent law held that sovereign immunity may only be waived by an act of the General Assembly and not by the affected local government, thus this recent decision by the Georgia Supreme Court held the language regarding optional additional waiver to be invalid. The endorsement in the Coverage Agreement limits coverages in this incident to $500,000, subject to the City's deductible of $25,000.00 per claim.

Submitted By:
Andrew Whalen

Meeting Date:
23/04/2024

Reviewed By:
Jessica O'Connor

ATTACHMENTS:
Ante Litem Brownlee 032524.pdf

SSMK

SINTON • SCOTT • MINOCK • KEREW

ATTORNEYS AT LAW

Mark R. Johnson
3438 Peachtree Road NE, Suite 925
Atlanta, Georgia 30326
mjohnson@ssmklaw.com
470.333.3801

RECEIVED
MAR 25 2024
BY:

March 15, 2024

SENT VIA CERTIFIED MAIL
RETURN RECEIPT REQUESTED

Office of the Mayor, City of Griffin
Mayor Douglas S. Hollberg
100 S. Hill Street
Griffin, Georgia 30223

Cynthia Ward, City Commissioner
100 S. Hill Street
Griffin, Georgia 30223

Rose Curtis, City Commissioner
100 S. Hill Street
Griffin, Georgia 30223

Holly Murray, City Commissioner
100 S. Hill Street
Griffin, Georgia 30223

Charles Wright, City Commissioner
100 S. Hill Street
Griffin, Georgia 30223

Truman L. Tinsley, III, City Commissioner
100 S. Hill Street
Griffin, Georgia 30223

Rodney McCord, City Commissioner
100 S. Hill Street
Griffin, Georgia 30223

Jessica O'Connor, City Manager
100 S. Hill Street

Griffin, Georgia 30223

Solid Waste Department
Todd Ennis, Director
236 Emlet Drive
Griffin, Georgia 30223

City Attorney
100 S. Hill Street
Griffin, Georgia 30223

Re: ***ANTE LITEM* NOTICE, DEMAND FOR PAYMENT, AND OFFER OF COMPROMISE, PURSUANT TO O.C.G.A § 36-33-5**

Municipal Corporation:	City of Griffin
Our Client:	Roderick Brownlee
Incident Date:	October 10, 2023
Incident Location:	Intersection of South 6th Street and East Bank Street, Griffin, Georgia 30224
Amount Demanded:	$10,000,000.00

Dear Mayor Hollberg, the City of Griffin, the Griffin City Council, City Manager, Director of the City of Griffin's Solid Waste Department, and City Attorney:

Please be advised that our firm, along with Kenneth S. Nugent, P.C., have been retained to represent Roderick Brownlee in regard to his personal injury claims against the City of Griffin (the "City") and others for injuries he sustained when he was struck by a City garbage truck driven by Gerald Johnson, a City employee.

This notice is being sent within six months of the incident giving rise to our client's claim and pursuant to O.C.G.A. § 36-33-5. This notice is provided to secure my client's rights under the law. By way of further notice, please see below:

I. FACTS

On October 10, 2023, Mr. Brownlee was lawfully crossing the street at the intersection of South 6th Street and East Bank Street, in Griffin, Georgia. Mr. Brownlee was walking down the sidewalk, which runs parallel to South 6th Street, in order to purchase items from a nearby store. The path to the store required Mr. Brownlee to cross East Bank Street. The sidewalk adjacent to South 6th Street leads pedestrians into a designated and clearly marked crosswalk, which crosses East Bank Street. Mr. Brownlee was in the crosswalk as he attempted to lawfully cross East Bank Street.

At the same time, Gerald Johnson, a City employee, who was operating a garbage truck owned by the City, was traveling east on East Bank Street. As he approached the subject intersection with South 6th Street, there was a clearly marked stop sign (and a clearly marked white stop bar) for eastbound traffic. As such, Mr. Johnson was required to make a complete stop prior to entering the subject intersection and before crossing the crosswalk marked for pedestrian travel across East Bank Street. Mr. Johnson failed to stop at the stop sign (or the stop bar), struck Mr. Brownlee as he was lawfully crossing the street, and, inexplicably, dragged him for 522 feet, causing catastrophic injuries. Mr. Johnson told the investigating officers that he only knew he was dragging Mr. Brownlee because he heard Mr. Brownlee screaming due to the indescribable pain and terror he was experiencing. Should this matter proceed to litigation, the evidence will show that Mr. Johnson was operating the City's garbage truck in a reckless and inattentive manner.

II. NEGLIGENCE WHICH CAUSED THE INJURY

At all times surrounding this incident, Mr. Johnson had a statutory and common law duty to exercise due care and reasonable care to Mr. Brownlee, a pedestrian, as well as other pedestrians and motorists in the City. *See, e.g.*, O.C.G.A. §§ 40-6-91, 40-6-93, and 40-6-241. Mr. Johnson breached that duty by operating the vehicle he was driving in an unsafe and negligent manner, ultimately colliding with a pedestrian who was lawfully crossing the street. Johnson's negligence directly and proximately caused Mr. Brownlee's injuries. In addition, as noted above, as Johnson drove the City's garbage truck eastbound on East Bank Street, he would have approached a stop sign and stop bar prior to the subject intersection – both of which Mr. Johnson ignored. By failing to stop at the stop sign, Mr. Johnson thus also violated O.C.G.A. § 40-6-72.

We fully expect the evidence will show that Mr. Johnson was grossly negligent and, based on the violations of the Georgia statutes mentioned above, negligent *per se*. His negligence directly and proximately caused Mr. Brownlee's injuries.

Further, at all times herein, Mr. Johnson was acting within the scope of his employment, and the City is liable for his negligence under Georgia law, including under principles of vicarious liability and *respondeat superior*. In addition, upon information and belief, the City was negligent in its hiring, training, retention, and supervision of Mr. Johnson, and the City's independent negligence proximately caused Mr. Brownlee's injuries. Because the City has liability insurance, it has waived its sovereign immunity to the extent of such insurance under O.C.G.A. § 36-33-1 and other applicable law.

III. NOTICE

The subject incident occurred on October 10, 2023. A City of Griffin garbage truck, being operated by a City of Griffin employee, Johnson, struck Mr. Brownlee as he lawfully attempted to cross East Bank Street in Griffin. Johnson's negligence and the City's negligence proximately caused Mr. Brownlee's catastrophic injuries, discussed herein. This notice is timely based on O.C.G.A. § 36-33-5(b).

IV. DEMAND FOR PAYMENT

As a result of this incident, and due to the City's and Johnson's negligence, Mr. Brownlee sustained the following injuries: a partial traumatic amputation at knee level; Type III open fracture of his right ankle; soft tissue injuries to his hip, thigh, and lower leg; acute traumatic pain; and acute blood loss anemia. Mr. Brownlee was in the hospital for over three months. To date, Mr. Brownlee has incurred medical bills of $2,876,671.94. It is anticipated that he will require continued treatment and will need substantial future care for his injuries for the remainder of his life. Mr. Brownlee demands $10,000,000.00 in settlement of his claims against the City. Mr. Brownlee requests that the City consider and act upon this claim within 30 days of its receipt of this letter, pursuant to O.C.G.A. § 36-33-5(c) and (e).

The information in this letter is provided for the purpose of allowing you to conduct an investigation of the alleged incident and determine if the claim should be settled without litigation. If you contend this letter does not provide you sufficient or proper notice pursuant to Georgia law, please advise me immediately.

V. PRESERVATION

As this matter may result in litigation, please be on notice of your duty to preserve any and all information, logbooks, incident reports, employment files, reprimands, warnings, audio recordings, contracts, pictures, video, and any other documentation which may be relevant and used as evidence in this case. Please mark your records to show my representation of the referenced clients and direct all future correspondence to me.

Should you have any additional questions or concerns, please contact me directly.

Sincerely,

/s/ Mark R. Johnson

Mark R. Johnson
Attorney at Law
mjohnson@ssmklaw.com

cc: Shawn D. Scott (via e-mail)
Zachary I. Gabrielson (via e-mail)
Matthew C. Richardson (via e-mail)

AGENDA ITEM SUMMARY

ITEM SUMMARY:

Consider a claim by Becki Brown dba Caldwell Cottage for water damages to contents of her business at 119 S. Hill Street, Griffin, GA, on January 22, 2024. *City Attorney Drew Whalen will address.*

SPECIAL CONSIDERATIONS OR CONCERNS:

A waterline located in State Street, which abuts the rear of the building, burst during the prior evening or early morning of January 22, 2024. The water leak created a small sinkhole in the street, which was reported to the City's Watershed Department, who shut off the water at a valve and repaired the broken water main. Water from the burst pipe entered the basement of the building and allegedly damaged contents in the amount of $4,883.00, for which claimant demands payment

This appears to be the third known incident involving water damage to the basement of the building and/or contents stored in the basement. On April 22, 2005, this building was owned by Greg Pruitt Construction Co. City Electric Department replaced a power pole in the right-of-way of State Street immediately behind the building, leaving the hole where the old pole was removed open during a heavy rain. Water entered through the foundation and damaged some contents. Alleged damages to building and contents was estimated at $40,000.00. Due to failure to give Ante Litem notice to the City within 6 months of the occurrence, a lawsuit was dismissed.

Unbeknownst to the City Attorney or City Manager until after this current claim was filed, in 2021, a stormwater line in the right-of-way of State Street was replaced and improperly installed causing the basement to leak and damaging some of the owner's contents (Ms. Brown owned the building at that time). Although no Ante Litem notice was given the City, Ms. Brown made a claim through the Stormwater Department, which was filed with GIRMA, who settled by payment of the sum of $32,236.49. A release was taken only for this claim and not for future damages.

The current owner is on notice that the basement is prone to leak and yet continues to store contents in the basement. There is no known evidence of any effort to make improvements to the building to prevent future occurrences of water intrusion into the basement.

STAFF RECOMMENDATION:

Staff recommends denial of the claim.

FINANCIAL IMPACT:

The City is a Member of the Georgia Interlocal Risk Management Agency (GIRMA), which investigates liability claims against its Members, and adjusts the claim, if liability exists. Each claim submitted to GIRMA is subject to a deductible of $25,000. This claim has been submitted to GIRMA, who is familiar with the prior history of this particular building.

Submitted By:

Andrew Whalen

Meeting Date:

23/04/2024

Reviewed By:
Jessica O'Connor

ATTACHMENTS:
Ante Litem Brown & Caldwell 032724.pdf

Caldwell Cottage

ANTIQUES, INTERIORS & GIFTS

119 South Hill Street, Griffin, Ga 30224 | Call 678-201-7274

March 27, 2024

RECEIVED
MAR 27 2024
BY:

City of Griffin
100 South Hill St
Griffin Georgia 30223
Mayor Douglas S. Hollberg
Jessica O'Connor
City Commissioners
HAND DELIVERED

RE: CLAIMS OF Becki Brown, CALDWELL CORNER, LLC, and Caldwell Cottage, LLC.

This Notice under the Anti Litem requirements is made by Becki Brown, Caldwell Corner, LLC, and Caldwell Cottage, LLC pursuant to OCGA Section 36-33-5 to the City of Griffin.

Close to my location, a water main operated by, maintained by, and owned by City of Griffin broke on January 22,2024. The water from that break flooded the basement of Caldwell Corner, LLC and Caldwell Cottage, LLC at 119 S. Hill Street. This store sells furniture, home decor items, jewelry, and giftware. Many of those items, belonging to Becki Brown, Caldwell Corner, LLC, and Caldwell Cottage, LLC, were stored in the basement.

We believe the main leaked because it was old, maybe damaged, but in some respect, not maintained in good condition. But, even so, it should have been cut off when the leak was recognized.

I notified the City of Griffin of the water break as soon as I discovered the water flowing in. This was at approximately 8:15am. It was not from rain. It was from a broken pipe. (This water stopped as soon as the pipe was fixed). Throughout the day I inquired about getting the water shut off as I was helplessly watching my inventory being destroyed, despite my frantic efforts to move, dry, remove water, etc. I was told that they chose not to turn off the water because the follow up water purification process was timely and costly. They decided to mitigate their own expense at my expense of my property. I understand that may have been a good financial decision, etc, but from my standpoint it was negligence. (Defendant's delaying repairing brakes on a car may be understandable and a good financial decision for the defendant but is still negligence from the injured plaintiff's standpoint). I had to just wait until they found and fixed the active break. The break was found and fixed at approximately 2:30. The longer it ran the deeper the water and mud became and the further back into my basement it poured while intensifying the damage.

A clean-up crew was hired by the city to clean and haul off all destroyed merchandise. I have extensive videos and pictures as well as an itemized list of lost inventory. Attached are a few pictures and the itemized list. The demand for the lost inventory is $4883.00.

PLEASE PRESENT THIS FOR CONSIDERATION AND PAYMENT. THANKS.

Becki Brown

Becki Brown
Caldwell Corner, LLC.
Caldwell Cottage, LLC.

Shelves	50	$50.00
2 drawer cabinet	45	$95.00
Pillows x10(7)	70	$165.00
Pillows X 15(8)	120	$285.00
Books	25	$310.00
Framed pictures x15($10)	150	$460.00
Framed pictures x15(9)	135	$595.00
Black rug (runner)	45	$640.00
Bead board table top	65	$705.00
Dog treats	50	$755.00

Wafer board	50	$805.00
Baskets X 19	190	$995.00
Tablecloth	15	$1,010.00
Gift bags & boxes&wrapping paper	150	$1,160.00
Cotton	20	$1,180.00
Floralsx 6	30	$1,210.00
Tote of misc. items	35	$1,245.00
2 card tables	125	$1,370.00
25 packs of tissue paper	75	$1,445.00
Large valentine bear	75	$1,520.00
Lamp shades x4	80	$1,600.00
Moose&snow	40	$1,640.00

man		
Tall vintage Santa's x2	100	$1,740.00
Veteran uniform	35	$1,775.00
Christmas trees x2	30	$1,805.00
BeachTowels x4	60	$1,865.00
Tubs of Halloween decor	40	$1,905.00
Christmas Wreathsx4	120	$2,025.00
Hanging blind	75	$2,100.00
Necklace holder	20	$2,120.00
Rugsx2	150	$2,270.00

Hanging garment bag	35	$2,305.00
Boxes of Christmas cardsx3	9	$2,314.00
Red, white, &blue tote bag	15	$2,329.00
USA cap	15	$2,344.00
Poker table topper	40	$2,384.00
Broken mirror 2	200	$2,584.00
Red white & blue pillow	15	$2,599.00
3 small Xmas trees	25	$2,624.00
Headless Santa	15	$2,639.00

Misc small broken items	125	$2,764.00
Fabric, curtains,	75	$2,839.00
Santa dress	35	$2,874.00
Flag shirt	20	$2,894.00
Paint walls	250	$3,144.00
large Rug	950	$4,094.00
Gross of gift bags	144	$4,238.00
UGA 1982 championship calendar	95	$4,333.00
Rug	550	$4,883.00

AGENDA ITEM SUMMARY

ITEM SUMMARY:

Consider a claim for personal injury to Henrietta Folds-Jester, based on Ante Litem Notice dated March 27, 2024. *City Attorney Drew Whalen will address.*

SPECIAL CONSIDERATIONS OR CONCERNS:

The notice fails to actually state this arose from a motor vehicle accident involving a City-owned motor vehicle and fails to identify the City employee operating the vehicle. It alleges claimant was rear-ended while waiting at the red traffic light on W. Poplar Street at 10th Street, on January 14, 2024 at 5:05 p.m. Settlement demand is made in the amount of $1,000,000. No accident report was attached to Claimant's Ante Litem Notice.

STAFF RECOMMENDATION:

Staff recommends denial of this claim.

FINANCIAL IMPACT:

The City is a Member of the Georgia Interlocal Risk Management Agency (GIRMA), which investigates liability claims for its Members, and adjusts the claim, if liability exists, up to the limits of the Member Coverage Agreement, subject to a deductible of $25,000.00 per claim.

Submitted By:
Andrew Whalen

Meeting Date:
23/04/2024

Reviewed By:
Jessica O'Connor

ATTACHMENTS:
Ante Litem Folds-Jester.pdf
Zubia-MVA-COG.pdf
Zubia-MVA-GSP (1).pdf

MORGAN & MORGAN

March 27, 2024

CERTIFIED MAIL – RETURN RECEIPT REQUESTED



15650481

Return receipt No. 589071052700128846235
Douglas Hollberg
Mayor of Griffin
100 S. Hill Street
Griffin GA 30223



Return receipt No. 958907105270012884628
Jessica O'Connor
Office of the City Manager
100 S. Hill Street
Griffin GA 30223

Return receipt No. 958907105270012884624
Cynthia Ward
City Council District 1
100 S. Hill Street
Griffin, GA 30223

Re: Ante Litem Notice of Tort Claim
Our client(s): Henrietta Folds-Jester
Date of Incident: 1/14/2024
Your Claim No: 010474-041230-AB-01

To Whom it May Concern:

Within six (6) months of the date described above, this Notice is being sent pursuant to the requirements of O.C.G.A. § 36-33-5 to provide you with a thirty (30) day opportunity for adjustment of a tort claim against the City as a result of the following incident:

(a) **Name of the City Government entity involved**: City of Griffin, GA
(b) **Time**: January 14, 2024 at 5:40PM
(c) **Place**: West Poplar Street at the intersection of South 10th Street (see police report attached)

City of Griffin
March 27, 2024

(d) **Nature of Loss Suffered:** Our client suffered multiple injuries including, but not limited to pain in her neck and left shoulder.

(e) **Amount of Loss Claimed**: Henrietta Folds-Jester has claims for his medical expenses, past and future lost income future in the amount of $1,000,000.00 and a claim for her pain and suffering, mental and emotional suffering and any other noneconomic damages recoverable under all applicable laws in the amount of $1,000,000.00.

Commented [AW1]: This should be $1,000,000.00

(f) **Acts or omissions which caused the loss**: Your insured and Ms. Folds-Jester were traveling west on West Poplar Street east of the South 10th Street intersection in the eastbound lane. Ms. Folds-Jester was stopped at a red light when your insured was following too closely and struck the rear end of her vehicle.

No action to make a civil recovery for these claims will be commenced except upon the expiration of thirty days (30) following receipt of this notice, or the City's denial of the claim, whichever occurs first.

The information supplied herein is provided for the purposes of allowing you to conduct an investigation of the alleged incident and determine if the claim should be settled without litigation. Should you require additional information for that determination, please contact my Case Manager, Shanelle Livingston.

Commented [AW2]: Be sure to include your CM contact info here as well.

Sincerely,

Brooke Sexton

Brooke Sexton
Attorney at Law

BS/sl



GRIFFIN POLICE DEPARTMENT
ACCIDENT REPORT

01/14/2024
24-000230

Prepared by:
Lt. Brandon Walden (3393)

Griffin
Growing TOGETHER

DISCIPLINARY NOTICE

Employee Ptl. Zubia **Department** Police

Position Patrolman **Date** 1/17/24

This disciplinary notice is a: (●) **Written Warning** ( ) **Written Reprimand**

Check the performance problem that has the Type of Violation (check all that apply):

- [ ] Failure to use professional judgement and exercise prudent action that results in promoting a negative City image.
- [ ] The willful or reckless making of false statements or reports, material omissions or misrepresentations, or altering or destroying such in written form.
- [x] Failure to abide by City vehicle or moving equipment rules and regulations.
- [ ] Excessive absenteeism or tardiness.
- [ ] Demonstrated patterns of unscheduled absences.
- [ ] Failure to properly notify supervisor timely of tardiness or absenteeism.
- [ ] Abuse of lunch or break times.
- [ ] Violation of any paid form of Leave.
- [ ] Unauthorized use or removal of City equipment or property.
- [ ] Intentional destruction or vandalism of City property or another person's property.
- [ ] Abuse, neglect, defacing, destroying, improper use, or theft of City used or owned equipment, materials, supplies or property, or that of fellow employees, visitors and guests.
- [ ] Recklessness, carelessness, or conduct endangering City equipment, property, or that of other individuals.
- [ ] Failure to follow established policies and procedures in the safe handling of equipment, materials, people, and property, in the performance of job responsibilities.
- [ ] The consumption, sale, or possession of alcoholic beverages, the use or abuse of controlled substances and/or illegal substances, or being intoxicated or otherwise affected on the job because of the prior (before shift) use of an alcoholic beverage or a controlled or illegal substance.
- [ ] Willful failure to follow reasonable orders or instructions from the Supervisor.
- [ ] Inadequate or unsatisfactory performance of assigned job duties and responsibilities.
- [ ] Inefficiency or incompetence.
- [ ] The loss of stated job qualifications, such as a necessary license or certification.
- [ ] Inability or unwillingness to obtain the proper certification or license required to perform the job.
- [ ] Neglect of duties, such as sleeping on the job if not duly authorized, and/or otherwise failing to perform required duties.
- [ ] Conduct that could contribute to a hostile work environment on the basis of race, sex, disability, religion or any other status as protected by Federal law, State law, or City policy.
- [ ] Spreading gossip or rumors.
- [ ] Inappropriate contact with inmate labor.

☐ Attempting to cause bodily harm, horseplay, disorderly or immoral conduct on City property, while performing City business, while representing the City in an official capacity, or while displaying the City name, logo or graphic in any manner at any time.

☐ Failure to behave in a respectful fashion that conveys values of civility with others to include rudeness, horseplay, disorderly conduct and bullying. Appropriate courtesy and business decorum in workplace communications and communicating with others is the expectation

☐ Acceptance or soliciting of gifts and gratuities in violation of laws or ordinances governing conduct of public employees and City of Griffin employees.

☐ Violation(s) of the Social Media Policy.

☐ Other violation:_____

Details of incident(s): 01/14/2024 Officer Zubia was in an accident. Ptl. Zubia was at fault for this accident. It is his first one since being employed with the City of Griffin Police Department

Performance or behavior expected from employee: It is expected that Ptl. Zubia is to be a defensive driver while on duty, and use caution while driving a City of Griffin vehicle.

Consequences of failure to improve performance or correct behavior: Future at fault accidents could lead to the loss of take home car, and possible suspension from work.

I, the employee, certify that I have received a copy of this disciplinary notice and am aware of my responsibilities to improve and the consequences if I do not.

Employee's Signature _____ **Date** 1-17-2024

Supervisor's Signature 3393 **Date** 1-17-2024

Witness Signature (if applicable) _____ **Date** _____

Employee comments (if desired):

(To Be Completed By Employee)

City of Griffin
Employee Statement
Incident / Accident Report

Name: Michael Zubia (3915)	**Department: Police**
Position: Ptl.	**Supervisor: Lt. Brandon Walden**
Home Address:	**City:**
Home Phone: 770-229-6450	**Work Phone: 770-229-6450**
Date of Birth:	**Social Security #:** **Wage:**

DETAILS OF INCIDENT / ACCIDENT

Report Date: 01-14-2024 Time: 1742 hours

1. Who directed you to do the work that resulted in this incident / accident? City of Griffin

2. Were you injured? No (If answered "yes" complete the following)

a. What part(s) of the body was injured?

b. Did you receive medical attention for your injury(s)?

c. How were you transported?

d. Description of injury:

e. What was the task being performed when injured? Driving

f. Location of incident / Accident: South 10th @ West Poplar St. Griffin, Ga 30224

Date of incident / accident: 01-08-2024 Time: 1302 hrs.

4. Date reported to supervisor: 01-14-2024 Time: 1743 hrs. To Whom: Lt. Walden

Have you ever suffered any other injuries related or unrelated? No If so, provide the following information:

Name of Employer	Address	Date Injured	Nature of Injury	W.C. Paid

6. At the time of this incident / accident, were you under the influence of any medication? No

***If you answered "yes," were these medications: N/A

What was the name(s) of these medications? N/A

7a. Was there any personal protective equipment required to do this task? NO

7b. Was there any personal protective equipment being used? Were there any witnesses to this incident / accident? Yes

9. In your own words, describe the conditions *BEFORE, DURING* and *AFTER* the incident / accident

Ptl. Zubia will write a statement once he returns back to work, and will be attached to this report.

Signature of Claimant: _____ **Date:** **Time:**

Supervisor Receiving: TBW 3393 **Date:** 1-17-2024 **Time:** 0631 am

Form D Revised 3-9-05

On 01/14/2024 at around 1650 hours, I Ofc. M. Zubia was traveling on W Poplar St towards S 10th. I glimpsed at the intersection of Meriwether St, and W Poplar due to a recent damage to property incident I was dispatched to, to see if I would be able to see where the damage possibly occurred, and once I looked back ahead, the vehicle in front of me was still stopped at the green light. I attempted to slam on brakes, but still rear ended the vehicle. There was minor damage on the vehicle's rear end area. My vehicle sustained minor damage by the front guard, on my top bumper area.

(To be completed by Immediate Supervisor)

City of Griffin
Supervisor Incident / Accident Report

Report Date: 01/14/2024 **Occupation: POLICE OFFICER**

Employee: Ptl. Michael Zubia **Incident / Accident Date: 01/14/2024**

Incident / Accident Time: 1542 Hours **Location: South 10th St @ W Poplar St Griffin GA 30224**
Description of Injuries: Back and Hips.

PART A:	Yes	No
1. Was employee on city property?		X
2. Was employee performing job assignment?	X	
3. Was employee under control of employer?	X	
4. Was employee on authorized break / lunch period?		X
5. Was the incident / accident reported immediately?	X	
6. Was employee observed by supervisor prior to incident / accident?		X
7. Was employee observed by supervisor at time of incident / accident?		X
8. Were there any witnesses?		X
9. Were any of the following a factor in the incident / accident?	[redacted]	[redacted]
a. Horseplay?		X
b. Violation of law / safety rule?		X
c. Failure to follow departmental policy?		X
d. Deliberate infliction of injury?		X
e. Deviation from work to attend to personal business?		X
f. Intoxication / controlled substance abuse?		X
g. Failure to follow safety policy?		X
h. Personal problems?		X
i. Failure to use barricades around work site?		X
j. Failure to wear personal protective equipment?		X
10. Has employee had any prior incidents / accidents?		X
11. Has employee been employed less than 6 months?		X
12. Has employee received prompt treatment for any injuries? What facility?		X
13. Amount of time between incident / accident and time reported? Hours: 0 Minutes: 1 Min	[redacted]	[redacted]
14. Has incident / accident been reported to risk manager?	Yes	

Form B-1 Revised

Supervisor's Report Page 2

PART B

BODY PART INJURED

(Check Appropriate Item)

	Ankle		Hand		Neck		Toe(s)
	Chest		Head		No Injury		Wrist
	Ears		Hip		Scalp		Multiple Injuries(List):
	Eyes		Illness		Shoulder (Left)		Left Arm
	Face		Knee		Skull		Back
	Fingers		Leg		Stomach		
	Foot		Mouth		Teeth		

PART C

WORK BEING PERFORMED

(Check All Appropriate Items)

	Apprehending suspect		Lift refuse from ground level
	Airport Operations		Investigating fire causes
	Carrying refuse from backyard		Leaving fire site structure
	Cleaning up after fire		Line work from bucket
	Doing equipment maintenance		Line work from ground
	Doing heavy equipment maintenance		Line work on pole
	Doing lawn maintenance		Painting
	Doing paving or repair work		Reading utility meters
	Doing vehicle maintenance		Recreational instruction
X	Driving vehicle		Restraining suspect / prisoner
	Dumping refuse into vehicle		Storm sewer repair work
	Entering burglary site		Turning on/off water meter
	Entering crime site		Using chemicals
	Entering fire / fighting fire		Vehicle chase
	Fire training exercise		Water line maintenance
	Foot chase		Work in cold environment
	Fueling vehicle		Work in hot environment
X	General police work		Work in manhole
	General pool work		Work on slippery surface
	Ground maintenance		Working on ladder
	Hand tool use		Other: Responding to a shooting
	Help victim in / out EMS vehicle		Other:

Lt. Brandon Walden 3393 Date: 01/14/2024 Time: 1600 Hours.

Form B-2 Revised

(To be completed by Supervisor and Risk Manager.)

City of Griffin
SUPPLEMENTAL VEHICLE INCIDENT/ ACCIDENT REPORT

Report Type: Preliminary X ☐**Final** **Claim #:** _____
(Risk Management Use Only)

Investigate and complete within one work day after incident is reported. Telephone the Risk Management Office at 770.233.2932 if a private party is involved. If necessary, check "Preliminary" and send FINAL REPORT later. Attach this supplement to the Incident/Accident Investigation Report and attach the Police Report.

Employee Driver Name: Zubia, Michael **Date of Incident/Accident: 01/14/2024**

Date of Employee's Last Defensive Driving or Professional Truck Driver's Course: Unknown

1. Vehicle No: 1282 Year: 2019 Make: Dodge Model: Charger Tag No.: GV5337M
City Vehicle Damage: YES
Estimated Damage Cost: $ Unknown
Which Police Authority Contacted: Lt. Walden Case No: 24-000230

City Driver Citations: None **Seat Belts Used: Unknown**

******DO NOT WRITE BELOW THIS LINE! *** To be completed by Risk Manager.***

2. Describe other vehicle or property damaged ***(Civilian vehicle or other private property):***

Year:_____ **Make:**_____ **Model:**_____ **Other:**_____

Other Party's:
Insurance Company:_____ **Policy No.:**_____
Owner:_____ **Home Phone:**_____ **Bus. Phone:**_____
Address:_____ **City:**_____ **State:**_____ **Zip:**_____

Other:
Driver:_____ **Home Phone:**_____ **Bus. Phone:**_____
Address:_____ **Home Phone:**_____ **Bus. Phone:**_____
Other Driver's Violations/Citations:_____
Describe Damage:_____ **Estimated Amount:$**_____

3. Injuries to private citizens ***(note employee injuries on the Incident/Accident Investigation Report):***

Name:_____ **Name:**_____
Address:_____ **Address:**_____
Phone:_____ **Phone:**_____
Extent of Injury:_____ **Extent of Injury:**_____

Comments to clarify any of the points above:

Signature:_____ **Date Completed:**_____
Risk Manager

Signature:_____ **Date Completed:**_____
Department Head or Division Head

INCIDENT/INVESTIGATION REPORT

Agency Name	Griffin Police Department
ORI	GA 1260100
Case#	24-000230
Date / Time Reported	01/14/2024 17:41 Sun
Last Known Secure	01/14/2024 17:41 Sun
At Found	01/14/2024 17:41 Sun

INCIDENT DATA

Location of Incident	Gang Relat	Premise Type	Zone/GeoProx
232 S 10TH ST/W POPLAR ST, Griffin GA 30224		Highway/road/alley/st	GSW, GSW1

	Crime Incident(s)	(Com)	Weapon / Tools	Activity	Entry	Exit	Security
#1	Accident - Roadway ACCD		None	A			
#2	Crime Incident	( )	Weapon / Tools	Activity	Entry	Exit	Security
#3	Crime Incident	( )	Weapon / Tools	Activity	Entry	Exit	Security

MO

VICTIM

of Victims 1 | Type: INDIVIDUAL(NON LE) | Injury:

	Victim/Business Name (Last, First, Middle)	Victim of Crime #	DOB	Race	Sex	Relationship To Offender	Resident Status	Military Branch/Status
V1	JESTER, HENRIETTA FOLDS SS#: 255-17-9143	1,	07/31/1967 Age 56	B	F	IRU	Resident	

Home Address	Email	Home Phone
18 FERNWOOD RD , Griffin, GA 30224-		678-787-8016

Employer Name/Address	Business Phone	Mobile Phone

VYR	Make	Model	Style	Color	Lic/Lis	VIN

OTHERS INVOLVED

CODES: V- Victim (Denote V2, V3) WI = Witness IO = Involved Other RP = Reporting Person (if other than victim)

Type: INDIVIDUAL(NON LE) | Injury:

Code	Name (Last, First, Middle)	Victim of Crime #	DOB	Race	Sex	Relationship To Offender	Resident Status	Military Branch/Status
IO	ECTOR, BLOSSIE FOLDS		03/25/1947 Age 76	B	F		Resident	

Home Address	Email	Home Phone
1590 S MCDONOUGH RD GRIFFIN, GA 30224		770-412-6885

Employer Name/Address	Business Phone	Mobile Phone

Type: INDIVIDUAL(NON LE) | Injury:

Code	Name (Last, First, Middle)	Victim of Crime #	DOB	Race	Sex	Relationship To Offender	Resident Status	Military Branch/Status
IO	HAMM, LENORA ANTOINETTE		12/20/1983 Age 40	B	F			

Home Address	Email	Home Phone
1110 W. POPLAR ST - A2 GRIFFIN, GA 30223		678-603-5805

Employer Name/Address	Business Phone	Mobile Phone
UNEMPLOYED		

PROPERTY

1 = None 2 = Burned 3 = Counterfeit / Forged 4 = Damaged / Vandalized 5 = Recovered 6 = Seized 7 = Stolen 8 = Unknown ("OJ" = Recovered for Other Jurisdiction)

VI #	Code	Status Frm/To	Value	OJ	QTY	Property Description	Make/Model	Serial Number

Officer/ID# Mckinney, Jason (UPD, SB) (3577)

Invest ID# (0) | Supervisor Walden, Brandon R (UPD, SB) (3393)

Status | Complainant Signature | Case Status *Information Only* | Case Disposition:

INCIDENT/INVESTIGATION REPORT

Griffin Police Department

Case # *24-000230*

Status Codes 1 = None 2 = Burned 3 = Counterfeit / Forged 4 = Damaged / Vandalized 5 = Recovered 6 = Seized 7 = Stolen 8 = Unknown

	IBR	Status	Quantity	Type Measure	Suspected Type	
DRUGS						

Assisting Officers

TRAWICK, S. (3532), TRAWICK, S. (3532), ZUBIA, M. (3915), NEWMAN, A. (3926)

Suspect Hate / Bias Motivated: *NONE (NO BIAS)*

NARRATIVE

Sunday, January 14, 2024 City of Griffin Police Officer M. Zubia (3915) was driving in City of Griffin Patrol Car 1278 traveling West on W. Poplar St when he was nearing the intersection of 10th Street when he rear-ended a black in color 2015 Chrysler 200 Limited Tag number CFQ2233 driven by Henrieta Jester. other passengers in the vehicle were Blossie Ector, Lenora Hamm and Syncere Ward.
There were no injuries and minal damage to Jester`s vehicle. The patrol cars push bumper was bent back into the grill and hood area. Neither vehicle suffered any mechanical damage. and both vehicles were driven from the incident location by the drivers.

Zubia advised he had answered a damage to property call (See Case number 24-000229) a short time before the accident where a vehicle was damaged by something in the roadway. and he was looking for what could of caused both tires to be flattened on the vehicle he had taken the report on.

Zubia was looking out his left drivers side window for the object when he tapped Jesters vehicle in the rear end that had been stopped at the red light that had just turned green at the intersection of W. Poplar St and 10th St. Griffin Spalding County Ga.

Georgia State Patrol worked the accident (Crash Number C000925781) City of Griffin Risk Manager Greg Pool who set up Zubia to go to Urgent Care for a Drug Test. A breath test was administered at City of Griffin Police Department which showed Zubia had no alcohol in his system. [01/14/2024 20:20, JMCKINNEY, 588, GPD]

Incident Report Suspect List

Griffin Police Department

OCA: *24-000230*

1

Name (Last, First, Middle)	Also Known As	Home Address
ZUBIA, MICHAEL CRISTIAN		*234 N HILL ST* *GRIFFIN, GA 30223* *770-229-6450*
Business Address		

DOB	Age	Race	Sex	Eth	Hgt	Wgt	Hair	Eye	Skin	Driver's License / State
09/17/1999	*24*	*U*	*M*	*N*	*503*	*210*	*BLK*	*BRO*	*MED*	*059733482 GA*

Scars, Marks, Tattoos, or other distinguishing features

Reported Suspect Detail	Suspect Age	Race	Sex	Eth	Height	Weight	SSN
							672-07-1567

Weapon, Type	Feature	Make	Model	Color	Caliber	Dir of Travel Mode of Travel

Veh Yr / Make / Model	Drs	Style	Color	Lic Plate / State	VIN

Notes

Physical Char

Please keep this paper! It contains all pertinent information you need to request a copy of your crash report.

GEORGIA STATE PATROL

Your crash (accident) has been investigated by:

SERGEANT G.SMITH #131 (0131)

Your crash report number is:

C000925781

EXPECTED COMPLETION TIME

Your crash report may be completed within 3-5 business days, depending upon complexity.

OBTAIN A COPY ONLINE AT

gadps-eports.net

Retrieve your crash report quickly and simply!

The Department of Public Safety ("DPS") offers the Efficient Purchase of Records Transfer System (EPORTS), a secure, user-friendly, online site to request, receive, and pay for your report!

EPORTS is accessible online 24/7, by cellphone or computer!

If your crash report is complete, you will receive an electronic copy within 3 business days, M-F, 8:00 a.m. - 4:30 p.m., excluding state holidays and public emergencies.

With EPORTS, the report will remain available for you to print or download for up to 3 years!

COSTS

DPS charges a fee of $5.00 for each crash report.

To request a copy of your crash report by email or U.S. Mail instead of via EPORTS, please complete the fillable Open Records Request Form located on the DPS website https://dps.georgia.gov/ask-us/how-do-i-submit-open-records-request and submit it to openrecords@gsp.net, or print it for mailing. Please send payment for requests made via email or U.S. Mail by noting any assigned reference number, and sending a check or money order in the amount of $5.00 to:

Georgia Department of Public Safety
Attention: Open Records Unit Manager
P.O. Box 1456
Atlanta, GA 30371

If you are interested in a career with the Georgia Department of Public Safety, please visit our website at

dps.georgia.gov/careers

STATE OF GEORGIA TRAFFIC CRASH

Georgia State Patrol
Georgia Department of Public Safety
P.O. Box 1456
Atlanta, Georgia 30371-1456

DRIVER EXCHANGE

Crash Number	Reporting Agency	Reporting Agency Case Number	Reporting Agency CAD Number
C000925781	GEORGIA DEPARTMENT OF PUBLIC SAFETY		GSPD24CAD005045

CRASH IDENTIFIERS

County of Crash	City or Place of Crash	City Limits	Crash Date/Time	Reported Date/Time
SPALDING	GRIFFIN	☑	01/14/2024 05:40 PM	01/14/2024 05:42 PM

Roadway Description for Location of Occurrence: W POPLAR STREET

VEHICLE

	Year	Make	Model	Color	State	License Number	Registration Expires		VIN
V01	2019	DODGE	CHARGER POLICE	UNK	GA	GV5337M		☑ Permanent Registration	2C3CDXATXKH558587

Owner First Name	Owner Middle Name	Owner Last Name	Owner Suffix	Owner Business (if not Person)
				CITY OF GRIFFIN

Address	Address Other	City	State	Zip Code
100 S HILL ST		GRIFFIN	GA	30223-3402

Owner Phone Number	Owner Phone Number (other)	Insurance Company	Insurance Policy Number
		GIRMA	GR1

VEHICLE

	Year	Make	Model	Color	State	License Number	Registration Expires		VIN
V02	2015	CHRYSLER	200 LIMITED	BLA	GA	CFQ2233	8/1/2024	☐ Permanent Registration	1C3CCCAB1FN694915

Owner First Name	Owner Middle Name	Owner Last Name	Owner Suffix	Owner Business (if not Person)
HENRIETTA	FOLDS	JESTER		

Address	Address Other	City	State	Zip Code
18 FERNWOOD RD		GRIFFIN	GA	30224-7513

Owner Phone Number	Owner Phone Number (other)	Insurance Company	Insurance Policy Number
		STATE FARM	1128707193

PERSON RECORD

Person Type	NM#	Vehicle#	First Name	Middle Name	Last Name	Suffix
DRIVER		V01	MICHAEL	CRISTIAN	ZUBIA	

Address	Address Other	City	State	Zip Code
100 S HILL STREET		GRIFFIN	GA	30224-7894

Phone Number	Phone Number (other)	Other Comments (Write In)

PERSON RECORD

Person Type	NM#	Vehicle#	First Name	Middle Name	Last Name	Suffix
DRIVER		V02	HENRIETTA	FOLDS	JESTER	

Address	Address Other	City	State	Zip Code
18 FERNWOOD RD		GRIFFIN	GA	30224-7513

Phone Number	Phone Number (other)	Other Comments (Write In)

PERSON RECORD

Person Type	NM#	Vehicle#	First Name	Middle Name	Last Name	Suffix
PASSENGER		V02	BLOSSIE	FOLDS	ECTOR	

Address	Address Other	City	State	Zip Code
1590 S MCDONOUGH RD		GRIFFIN	GA	30224-7805

Phone Number	Phone Number (other)	Other Comments (Write In)

PERSON RECORD

Person Type	NM#	Vehicle#	First Name	Middle Name	Last Name	Suffix
PASSENGER		V02	LENORA	ANTOINETTE	HAMM	

Address	Address Other	City	State	Zip Code
1110 W POPLAR ST APT A2		GRIFFIN	GA	30224-2640

Phone Number	Phone Number (other)	Other Comments (Write In)

PERSON RECORD

Person Type	NM#	Vehicle#	First Name	Middle Name	Last Name	Suffix
PASSENGER		V02	SYNCERE		WARD	

Address	Address Other	City	State	Zip Code
1110 W POPLAR ST APT A2		GRIFFIN	GA	30224-2640

Phone Number	Phone Number (other)	Other Comments (Write In)

REPORTING OFFICER

ID Number	Rank	Name	Troop / Post	Officer Agency	Post Phone Number
0131	SERGEANT	G.SMITH #131	GSPD\POST 1	GEORGIA DEPARTMENT OF PUBLIC SAF	770-229-3410

Georgia Model Intoxilyzer 9000 TestID# 0969240001 Date 01/14/2024

Instrument Info

Inst Serial # 90-000969 Software Version 9406.05.00 Agency GRIFFIN POLICE DEPARTMENT
Target Value 0.080 Lot # AG318001

Subject Info

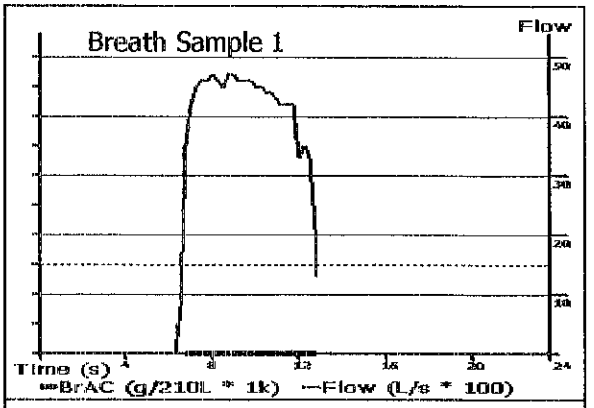
Subject Name ZUBIA, MICHAEL C Measured BrAC (g/210L) 0.000 (+/- 0.005)
DOB 09/17/1999 DL 059733482 GenderMALE Reason for Test: DUI
Additional Comments

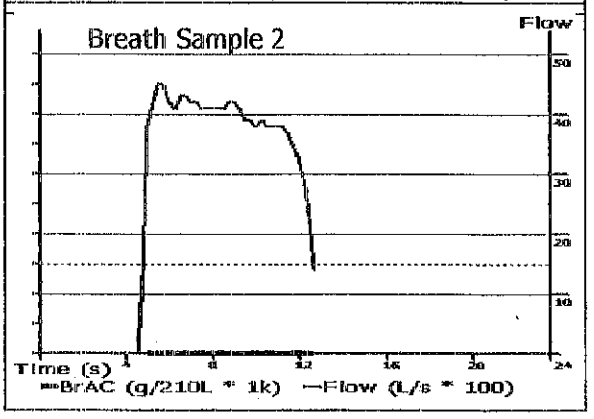
Operator Info

Operator Name WONG, KENT Permit # 956776 Expiration Date 04/09/2027
Arresting Officer WONG, KENT Violation Date 01/14/2024 Violation Time 18:34
Arresting Agency GRIFFIN PD Case #

Result Details

Test	g/210L	Time
Air Blank	0.000	18:32:37
Diagnostics	Passed	18:33:13
Air Blank	0.000	18:33:50
Subject Sample	0.000	18:34:14
Breath Volume	2.66 Liters	
Air Blank	0.000	18:34:58
Dry Cal Chk	0.080	18:35:20
Air Blank	0.000	18:36:00
Diagnostics	Passed	18:37:40
Air Blank	0.000	18:38:17
Subject Sample	0.000	18:38:42
Breath Volume	3.09 Liters	
Air Blank	0.000	18:39:26





Operator's Signature

Date of Last Calibration adjustment: 06/24/2014
Date of Last Inspection: 10/20/2023
CMI Calibration Laboratory is a ISO 17025 accredited calibration laboratory for breath alcohol measuring instruments.

Printed On: 01/14/2024 18:39

Georgia Model Intoxilyzer 9000 TestID# 0969240001 Date 01/14/2024

Instrument Info

Inst Serial # 90-000969 Software Version 9406.05.00 Agency GRIFFIN POLICE DEPARTMENT
Target Value 0.080 Lot # AG318001

Subject Info

Subject Name ZUBIA, MICHAEL C
DOB 09/17/1999 DL 059733482
Additional Comments

Measured BrAC (g/210L) 0.000 (+/- 0.005)
Gender MALE Reason for Test: DUI

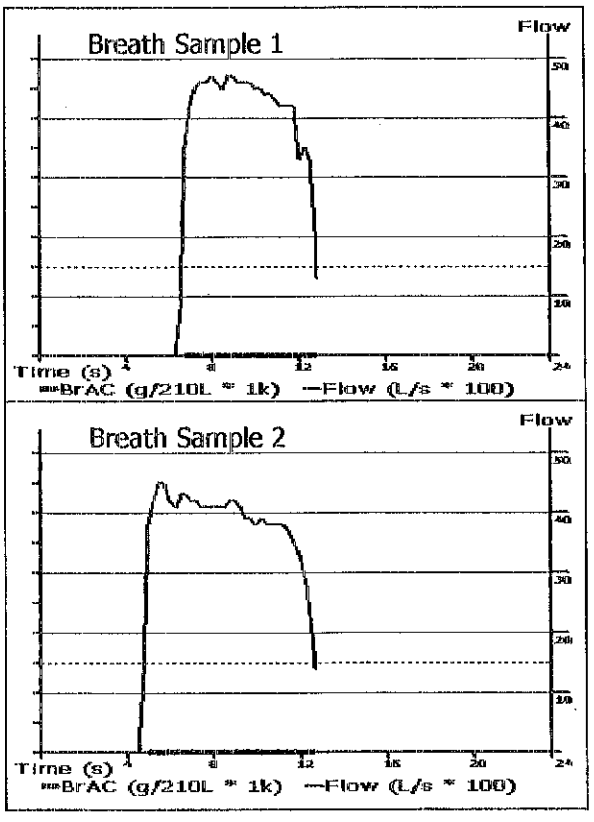
Operator Info

Operator Name WONG, KENT
Arresting Officer WONG, KENT
Arresting Agency GRIFFIN PD

Permit # 956776 Expiration Date 04/09/2027
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Subject Sample	0.000	18:34:14
Breath Volume	2.66 Liters	
Air Blank	0.000	18:34:58
Dry Cal Chk	0.080	18:35:20
Air Blank	0.000	18:36:00
Diagnostics	Passed	18:37:40
Air Blank	0.000	18:38:17
Subject Sample	0.000	18:38:42
Breath Volume	3.09 Liters	
Air Blank	0.000	18:39:26



Operator's Signature

Date of Last Calibration adjustment: 06/24/2014
Date of Last Inspection: 10/20/2023
CMI Calibration Laboratory is a ISO 17025 accredited calibration laboratory for breath alcohol measuring instruments.

Printed On: 01/14/2024 18:39

Agency Case Number	Agency NCIC Number	GEORGIA MOTOR VEHICLE CRASH REPORT	County	Date Rec. by GDOT
C000925781-01	GAGSP0000		SPALDING	

Estimated Crash Date	Estimated Crash Time	Dispatch Date	Dispatch Time	Arrival Date	Arrival Time	Total Number of Vehicles	Total Number of Injuries	Total Number of Fatalities	Inside City Of
01/14/24	17:40	01/14/24	17:46	01/14/24	17:51	2	1	0	GRIFFIN

Road of Occurrence: W POPLAR STREET
At Its Intersection With:
Not At Its Intersection But: 10 ¨ Miles ý Feet ¨ North ¨ South ý East ¨ West
Of: S 10TH STREET
Latitude (Y): 33.24586 (Format: 00.00000)
Longitude (X): -84.26877 (Format: -00.00000)
¨ Corrected Report
¨ Sup To Original
¨ Hit And Run?

Unit # 1

ý Driver ¨ Ped ¨ Bike
ý Susp At Fault

LAST NAME	FIRST	MIDDLE
ZUBIA	MICHAEL	CRISTIAN

Address: 100 S HILL STREET
City: GRIFFIN **State:** GA **Zip:** 30224-7894 **DOB:** 09/17/1999
Driver's License No.: 059733482 **Class:** C **State:** GA **Country:** UNITED STATES
Insurance Co.: GIRMA **Policy No.:** GR1 **Telephone No.:**
Year: 2019 **Make:** DODGE **Model:** CHARGER POLICE
VIN: 2C3CDXATXKH558587 **Vehicle Color:** BLK
Tag #: GV5337M **State:** GA **County:** SPALDING **Year:**
Trailer Tag #: **State:** **County:** **Year:**
¨ Same as Driver **Owner's Last Name:** CITY OF GRIFFIN **First:** **Middle:**
Address: 100 S HILL ST
City: GRIFFIN **State:** GA **Zip:** 30223-3402
Removed By: ¨ Request List

Alco Test:	Type:	Results:	Drug Test:	Type:	Results:
2			2		

First Harmful Event: 11 **Most Harmful Event:** 11 **Operator/Ped Cond:** 1
Operator Contributing Factors: 3, 35
Vehicle Contributing Factors: 1 **Roadway Contributing Factors:** 1

Direction of Travel:	4	Vehicle Maneuver:	5	Non-Motor Maneuver:	
Vehicle Class:	2	Vehicle Type:	1	Vision Obscured:	1
Number of Occupants:	1	Area of Initial Contact:	12	Damage to Veh:	3
Traffic-Way Flow:	1	Road Comp:	2	Road Character:	1
Number of Lanes:	2	Posted Speed:	25	Work Zone:	0

Traffic Control: 7 **Device Inoperative:** ¨ Yes ý No

Citation Information:
Citation # W01E131016 **O.C.G.A. §**
Citation # **O.C.G.A. §**
Citation # **O.C.G.A. §**

COMMERCIAL MOTOR VEHICLES ONLY

Carrier Name:
Address **City** **State** **Zip**
U.S. D.O.T. # **No. of Axles** **G.V.W.R.**
Cargo Body Type **Vehicle Config.** ¨ Interstate ¨ Intrastate **Fed. Reportable** ¨ Yes ¨ No
C.D.L.? ¨ Yes ¨ No **C.D.L. Suspended?** ¨ Yes ¨ No
Vehicle Placarded? ¨ Yes ¨ No **Hazardous Materials?** ¨ Yes ¨ No
Haz Mat Released? ¨ Yes ¨ No
If YES: Name or four Digit Number from Diamond or Box: One Digit Number from Bottom of Diamond:
¨ Ran Off Road ¨ Down Hill Runaway ¨ Cargo Loss or Shift ¨ Separation of Units

Unit # 2

ý Driver ¨ Ped ¨ Bike
¨ Susp At Fault

LAST NAME	FIRST	MIDDLE
JESTER	HENRIETTA	FOLDS

Address: 18 FERNWOOD RD
City: GRIFFIN **State:** GA **Zip:** 30224-7513 **DOB:** 07/31/1967
Driver's License No.: 024900746 **Class:** CM **State:** GA **Country:** UNITED STATES
Insurance Co.: STATE FARM **Policy No.:** 1128707193 **Telephone No.:**
Year: 2015 **Make:** CHRYSLER **Model:** 200 LIMITED
VIN: 1C3CCCAB1FN694915 **Vehicle Color:** BLK
Tag #: CFQ2233 **State:** GA **County:** SPALDING **Year:** 2024
Trailer Tag #: **State:** **County:** **Year:**
ý Same as Driver **Owner's Last Name:** JESTER **First:** HENRIETTA **Middle:** FOLDS
Address: 18 FERNWOOD RD
City: GRIFFIN **State:** GA **Zip:** 30224-7513
Removed By: ¨ Request List

Alco Test:	Type:	Results:	Drug Test:	Type:	Results:
2			2		

First Harmful Event: 11 **Most Harmful Event:** 11 **Operator/Ped Cond:** 1
Operator Contributing Factors: 0
Vehicle Contributing Factors: 1 **Roadway Contributing Factors:** 1

Direction of Travel:	4	Vehicle Maneuver:	4	Non-Motor Maneuver:	
Vehicle Class:	1	Vehicle Type:	1	Vision Obscured:	1
Number of Occupants:	4	Area of Initial Contact:	6	Damage to Veh:	2
Traffic-Way Flow:	1	Road Comp:	2	Road Character:	1
Number of Lanes:	2	Posted Speed:	25	Work Zone:	0

Traffic Control: 2 **Device Inoperative:** ¨ Yes ý No

Citation Information:
Citation # **O.C.G.A. §**
Citation # **O.C.G.A. §**
Citation # **O.C.G.A. §**

COMMERCIAL MOTOR VEHICLES ONLY

Carrier Name:
Address **City** **State** **Zip**
U.S. D.O.T. # **No. of Axles** **G.V.W.R.**
Cargo Body Type **Vehicle Config.** ¨ Interstate ¨ Intrastate **Fed. Reportable** ¨ Yes ¨ No
C.D.L.? ¨ Yes ¨ No **C.D.L. Suspended?** ¨ Yes ¨ No
Vehicle Placarded? ¨ Yes ¨ No **Hazardous Materials?** ¨ Yes ¨ No
Haz Mat Released? ¨ Yes ¨ No
If YES: Name or four Digit Number from Diamond or Box: One Digit Number from Bottom of Diamond:
¨ Ran Off Road ¨ Down Hill Runaway ¨ Cargo Loss or Shift ¨ Separation of Units

COLLISION FIELDS

Manner of Collision: 3	Location at Area of Impact: 1	Weather: 1	Surface Condition: 1	Light Condition: 1

NARRATIVE

Vehicles 1 and 2 were traveling west on W Poplar Street just east of the S 10th Street intersection in the westbound lane. Vehicle 2 was stopped at a red light facing west, Vehicle 1 was behind Vehicle 2 and followed too closely. The front of Vehicle 1 struck the rear of Vehicle 2 in the westbound lane of W Poplar Street 10 feet east of the S 10th Street intersection.

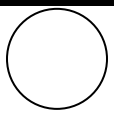
Driver 1 stated he was looking down Meriwether Street and did not realize traffic ahead of him was stopped.

Driver 2 stated she was stopped at the red light and was struck in the rear by Vehicle 1.

131 Digital Video.

DIAGRAM

INDICATE NORTH



PROPERTY DAMAGE INFORMATION

Damage Other Than Vehicle	Owner

WITNESS INFORMATION

Name (Last, First)	Address	City	State	Zip Code	Telephone Number

OCCUPANT INFORMATION

1	**Name (Last, First):** ZUBIA, MICHAEL				**Address:** 100 S HILL STREET GRIFFIN, GA 30224-7894					
	Age: 24	**Sex:** M	**Unit #** 1	**Position:** 1	**Safety Eq:** 3	**Ejected:** 1	**Extricated:** 2	**Air Bag:** 2	**Injury:** 0	**Taken for Treatment:** 2
	Injury Taken To:		**By:**		**EMS Notified Time:**		**EMS Arrival Time:**		**Hospital Arrival Time:**	
2	**Name (Last, First):** JESTER, HENRIETTA				**Address:** 18 FERNWOOD RD GRIFFIN, GA 30224-7513					
	Age: 56	**Sex:** F	**Unit #** 2	**Position:** 1	**Safety Eq:** 3	**Ejected:** 1	**Extricated:** 2	**Air Bag:** 2	**Injury:** 4	**Taken for Treatment:** 2
	Injury Taken To:		**By:**		**EMS Notified Time:**		**EMS Arrival Time:**		**Hospital Arrival Time:**	
3	**Name (Last, First):** ECTOR, BLOSSIE				**Address:** 1590 S MCDONOUGH RD GRIFFIN, GA 30224-7805					
	Age: 76	**Sex:** F	**Unit #** 2	**Position:** 3	**Safety Eq:** 3	**Ejected:** 1	**Extricated:** 2	**Air Bag:** 2	**Injury:** 0	**Taken for Treatment:** 2
	Injury Taken To:		**By:**		**EMS Notified Time:**		**EMS Arrival Time:**		**Hospital Arrival Time:**	
4	**Name (Last, First):** HAMM, LENORA				**Address:** 1110 W POPLAR ST APT A2 GRIFFIN, GA 30224-2640					
	Age: 40	**Sex:** F	**Unit #** 2	**Position:** 6	**Safety Eq:** 3	**Ejected:** 1	**Extricated:** 2	**Air Bag:** 2	**Injury:** 0	**Taken for Treatment:** 2
	Injury Taken To:		**By:**		**EMS Notified Time:**		**EMS Arrival Time:**		**Hospital Arrival Time:**	
5	**Name (Last, First):** WARD, SYNCERE				**Address:** 1110 W POPLAR ST APT A2 GRIFFIN, GA 30224-2640					
	Age: 10	**Sex:** M	**Unit #** 2	**Position:** 4	**Safety Eq:** 3	**Ejected:** 1	**Extricated:** 2	**Air Bag:** 2	**Injury:** 0	**Taken for Treatment:** 2
	Injury Taken To:		**By:**		**EMS Notified Time:**		**EMS Arrival Time:**		**Hospital Arrival Time:**	

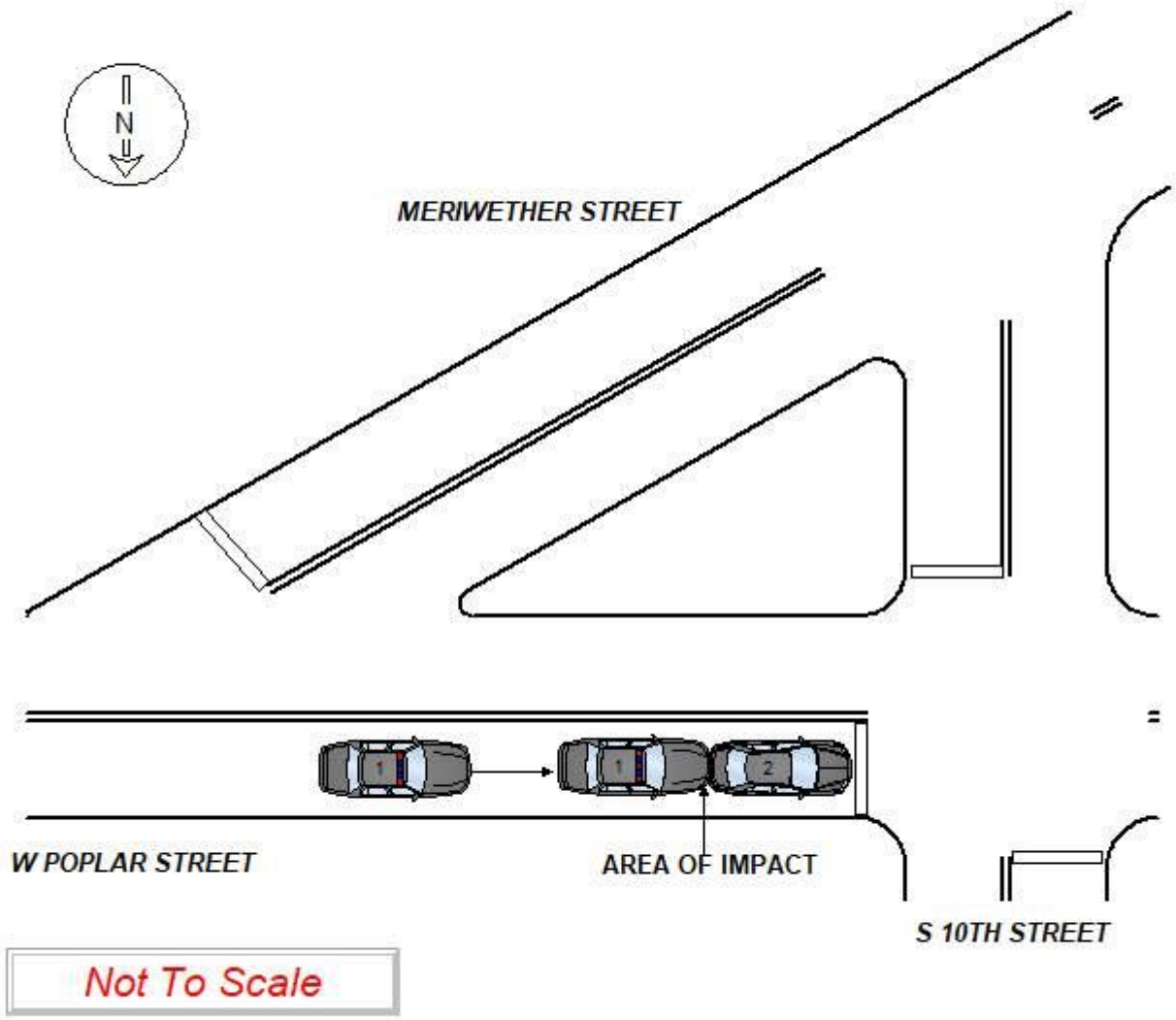
ADMINISTRATIVE

Photos Taken: ¨ **Yes** ý **No** **By:**

Officer Note: If collision resulted in a fatality, please send prompt notification to the GDOT Crash Reporting Unit via either email at GeorgiaFARS@dot.ga.gov or Fax at (404)635-2963.

Report By:	Agency:	Report Date:	Checked By:	Date Checked:
G.SMITH #131 #0131	GSPD\POST 1	01/14/24	BROWN, B.S. #0248	01/15/24

ADDITIONAL or FULL PAGE DIAGRAM



AGENDA ITEM SUMMARY

ITEM SUMMARY:

Consider a claim on behalf of Tehmi L. Wiley for personal injuries based on a letter, styled as a "Timed Demand" from attorney Felicia P. Rowe, dated April 3, 2024. *City Attorney Drew Whalen will address.*

SPECIAL CONSIDERATIONS OR CONCERNS:

The letter states that on February 25, 2024, at approximately 7:37 p.m. the motor vehicle operated by Ms. Wiley was struck by a City-owned police car, operated by Officer Kent P. Wong on W. Solomon Street at its intersection with 18th Street. It further states Ms. Wiley had stopped at the stop sign on 18th Street before proceeding into the intersection and had no observed any oncoming traffic. It alleges Officer Wong was operating his patrol car "at a hugely excessive rate of speed", without blue lights or siren. Settlement demand is made in the amount of $100,000

The accident was investigated by the Georgia State Patrol, who took a statement from Officer Wong that he was enroute to back up another officer needing assistance and admitted not using blue lights or siren. The officer stated he saw Ms. Wiley stopped on 18th Street as he approached and thought she saw him, but she pulled out into his path and he was unable to avoid the accident. Ms. Wiley told the GSP she did not see him.

O.C.G.A. §40-6-6 authorizes the driver of a law enforcement vehicle to exceed the speed limit under certain conditions, provided he uses blue lights and siren, and exercises due regard for the safety of others. There are also exceptions in this law when a police officer may exceed the speed limit and other rules of the road without using lights and siren, which normally is a question for a jury to decide.

This letter does not reference O.C.G.A. §36-33-5 or state it constitutes ante litem notice.

STAFF RECOMMENDATION:

Staff recommends denial of the claim.

FINANCIAL IMPACT:

The City is a Member of the Georgia Interlocal Risk Management Agency (GIRMA), which investigates liability claims against its Members, and adjusts the claim, if liability exists, subject to a deductible of $25,000 per claim.

Submitted By:
Andrew Whalen

Meeting Date:
23/04/2024

Reviewed By:
Jessica O'Connor

ATTACHMENTS:
Timed Demand Ltr - Wiley.pdf

Wiley Ltr 032524.pdf

ROWE & ROWE, LLC
Attorneys at Law

4500 Hugh Howell Road
Suite 570
Tucker, GA 30084
T: (404) 508-1118
F: (404) 508-2343

Anton L. Rowe, Esq.
anton@rowe-rowe.com

Felicia P. Rowe, Esq.
felicia@rowe-rowe.com

April 3, 2024

TIMED DEMAND TIMED DEMAND TIMED DEMAND

The Honorable Jessica O'Connor
Manager, City of Griffin
100 S. Hill Street
Griffin, GA 30223

Re:

Our Client	**: Ms. Tehmi L. Wiley age (56) (disabled)**
Your Insured	**: Georgia Interlocal Risk Insurance**
Your At-Fault Driver	**: Griffin Police Department/Off. Kent R. Wong**
Your Policy No.	**: GR1**
Date of Loss	**: 02/25/ 2024**
Your Claim No.	**: 056199416-01**

Dear Ms. O'Connor,

I hope that this letter finds you well. As you may already know, my lawfirm represents the legal interests of Ms. Tehmi L. Wiley. Ms. Wiley was involved in a very serious accident caused by your negligent driver, Officer Kent R. Wong. Due to this terrible accident, my client, Ms. Tehmi Wiley suffered very serious injuries.

I believe that your insured would certainly want to settle this case. I don't see any legal basis for disputing the facts of this case. Our firm has performed a thorough investigation. Our investigation and expert have discovered undisputed evidence that indicates that your insured's driver was negligent and caused the collision. Our client wishes to close this terrible chapter in her life and move on to positive things. I am sure that we can reach an equitable settlement in this case…if you are reasonable.

Let me begin with an in-depth look at the accident and then examine the injuries, pain, and suffering that my client has endured.

***This demand is dated April 3, 2024. I am requesting that you provide me with an offer to resolve this case on **April 12, 2024**. It is my hope that this case can be resolved so that my client, Ms. Tehmi Wiley can obtain some degree of closure and resolution regarding this horrific accident.

THE INCIDENT

On February 25, 2024, at approximately 7:37p.m., during the darkening sky, Ms. Wiley was traveling in a 2010 Kia Soul vehicle. As was her routine, Ms. Wiley employed her seatbelt and carefully observed all of the traffic laws and the posted speed limit.

Ms. Tehmi Wiley was traveling South on S. 18th Street, returning home from a church fellowship meeting. Ms. Wiley approached a stop sign on 18th Street. Ms. Wiley came to a complete stop at the stop sign. After her complete stop, she looked both ways very carefully and then after noting there were no cars on the street coming from either direction and there were no headlights or emergency lights, Ms. Wiley proceeded to enter the street. Additionally, Ms. Wiley observed no headlights or sirens and after ensuring that the street was clear for her to enter it, Ms. Wiley carefully drove into the intersection, crossing the intersection of S. 18th street and W. Solomon Street and mid-way through the intersection, Ms. Wiley was struck. Suddenly, out of nowhere, a vehicle came barreling down the street at a hugely excessive rate of speed. Ms. Wiley had absolutely no time to react and was suddenly hit. As soon as Ms. Wiley was struck by your insured's vehicle, her vehicle began to spin uncontrollably across the opposite side of the intersection, thrown into a fire hydrant and down an embankment. Ms. Wiley's vehicle was struck with such a strong impact, her vehicle was thrown across the other side of the intersection, across several lanes of traffic, through a fire hydrant and down an embankment. The incredible impact of the collision caused Ms. Wiley become shocked and physically stunned. The at-fault driver immediately excited his vehicle and apologized profusely stating that he did not see Ms. Wiley's vehicle. The at-fault driver apologized, stating he was rushing to back-up a colleague on an emergency dispatch "call".

As a result of the collision, Ms. Wiley's airbags deployed…all of them. Additionally, Ms. Wiley remained lodged in the vehicle for a substantial amount of time and required the "Jaws of Life" to extricate her from the vehicle. This was a horrendous accident that could have been wholly avoided. It is extremely important to note that the at-fault officer failed to activate his siren or lights while speeding to back up another officer. The Officer admitted to failing to activate his emergency siren and lights while continuing to recklessly drive at an **extremely** high rate of speed in a neighborhood.

Ms. Wiley endured intensive physical pain from the accident. Unfortunately, Ms. Wiley health was already frail prior to the collision. Ms. Wiley had been previously declared disabled as a result of a physical infirmity. The collision involving your insured driver exacerbated her fragile health.

Ms. Wiley had no time to brace herself for the impending collision and as a result, her injuries were intensified. The collision happened suddenly and at full speed. Since Ms. Wiley had no time to brace himself, she suffered a multitude of serious injuries. As a result of the collision, Ms. Tehmi Wiley was seriously injured.

GEORGIA LAW

Officer Wong was responding to the emergency call to back up one of his colleagues when he was traveling at an excessive speed. However, Officer Wong failed to activate his emergency equipment such as his siren or lights. At the time, it was dark as the sun had gone down. Ms. Wiley had no way of knowing that Officer Wong was was traveling at a high rate of speed down the street. Ms. Wiley was placed in excessive danger as the officer traveled with speeds in upwards of 80 to 90 miles an hour with no lights or sirens activated. Officer Wong's vehicle became a traveling bullet looking for victims.

Officer Wong was responding to a call, at a high rate of speed, without turning his siren and flashing lights on, during the nighttime. Government employees are protected by sovereign immunity **only** when they are on the clock doing their job. Even so, the state of Georgia allows people to sue its' officials if they caused accidents through negligence. Ms. Wiley had no way of knowing that she should yield to Officer Wong when he was speeding down the street during the night time without activating his siren

and lights. He almost killed Ms. Tehmi Wiley. In the above-styled claim, the named tortfeasors are Officer Kent Wong and the Griffin Police Department.

The Officer Kent Wong breached a non-discretionary duty. Officer Wong engaged in a high-speed pursuit and failed to utilize an "audible" signal and a flashing or revolving blue light. Since high-speed chases or pursuits may result in serious injury or death and they are viewed in the same manner as a potential use of deadly force. The High-speed pursuit without the use of an audible signal and a flashing light…at night was against state and city regulations. Pursuant to O.C.G.A. §33-24-51, individual counties and cities have the discretion to purchase liability insurance to cover damages arising from the use of any motor vehicle, providing a limited waiver of their governmental immunity up to the amount of the insurance purchased.

THE INJURIES, PAIN & SUFFERING

Wellstar Spalding Regional Medical Center Emergency Room

On February 25, 2024, after the unfortunate collision, the "Jaws of Life" was utilized to pry Ms. Wiley out of her badly damaged vehicle. The collision occurred on her driver's side and the back passenger door. The driver's side front and back of Ms. Wiley's vehicle was so badly damaged that Ms. Wiley was trapped inside of the vehicle. After Ms. Wiley was extracted from the mangled vehicle, she was transported by ambulance to the Wellstar Spalding Regional Medical Center's emergency room.

Dr. Justin A. Carroll performed a complete examination of Ms. Wiley. Dr. Carrol noted extreme upper left arm pain as well as left shoulder pain that radiates to her neck. Ms. Wiley's left upper arm and left shoulder was immensely painful. Additionally, she suffered left cervical paraspinal tenderness. Additionally, Ms. Wiley was suffering from significant neck pain. Ms. Wiley underwent several MRI's and X-Rays to determine if there were any fractures.

Dr. Justin A. Carroll diagnosed Ms. Wiley with Cervical strain, severe contusions in the shoulder and neck pain. Ms. Wiley had a complete examination of her entire body. After a complete examination, it was determined that Ms. Wiley did not have any broken bones. However, she was diagnosed with contusions, strains and sprains. Ms. Wiley

was directed to undergo follow-up treatment for her injuries. Dr. Carroll determined that Ms. Wiley sustained serious injury sufficient enough to warrant follow-up treatment with an Orthopedic specialist.

GRIFFIN SPINE AND INJURY

Ms. Wiley sought follow-up treatment at the Griffin Spine and Injury located in Griffin, Georgia. Ms. Wiley continues his treatment at the Griffin Spine and Injury Center.

THE BILLS

Ms. Tehmi Wiley's medical bills from the Wellstar Spalding Regional Hospital Emergency Room on 2/1/2024 is **$24,699.60**.

Ms. Tehmi Wiley's medical bills from Griffin Spine and Injury continue to accumulated and tabulated. I have attached the medical records and the itemized bill.

Based on all of the above factors of this horrible accident for Ms. Tehmi Wiley, we demand a total settlement in the amount of: **$100,000.00.**

I will await your response.

Sincerely Yours,

/s/ Felicia P. Rowe
Felicia P. Rowe
Attorney at Law

Encl.

ROWE & ROWE, LLC
Attorneys at Law

4500 Hugh Howell Road
Suite 570
Tucker, GA 30084
T: (404) 508-1118
F: (404) 508-2343

Anton L. Rowe, Esq.
anton@rowe-rowe.com

Felicia P. Rowe, Esq.
felicia@rowe-rowe.com

March 15, 2024

The Honorable Connie Sampson
Chief of Griffin Police Department
234 N. Hill Street
Griffin, GA 30224

Re: Our Client : Ms. Tehmi Wiley
Accident Location : West Solomon Street@Intersection of 18th Street
Date of Loss : February 25, 2024

Dear Chief Sampson,

This letter is intended to officially inform you of our lawfirm's representation of Tehmi Wiley, who was the victim of a tragic automobile accident. Our firm's investigation of this automobile accident is on-going. As of today's date, we have acquired sufficient evidence to justify the filing of a lawsuit. As with all of our cases, our firm intends to pursue an avenue of resolution prior to filing a lawsuit.

We ask that you forward the Griffin Police Department's insurance carrier liability information, including declaration page with policy limits. In the alternative, please forward this letter of representation to your insurance carrier so that a claim can be initiated. Please direct all communications as it relates to this matter to our lawfirm. Thank you.

Sincerely,

Felicia P. Rowe
Felicia P Rowe, Esq.

GEORGIA MOTOR VEHICLE CRASH REPORT

Agency Case Number	Agency NCIC Number	County	Date Rec. by GDOT
C000945647-01	GAGSP0000	SPALDING	

Estimated Crash Date	Estimated Crash Time	Dispatch Date	Dispatch Time	Arrival Date	Arrival Time	Total Number of Vehicles	Total Number of Injuries	Total Number of Fatalities	Inside City Of
02/25/24	19:01	02/25/24	19:15	02/25/24	19:29	2	1	0	

Road of Occurrence: WEST SOLOMON STREET
At Its Intersection With: 18TH STREET
☐ Corrected Report
Not At Its Intersection But _____ ☐Miles ☐Feet ☐North ☐South ☐East ☐West Of _____
☐ Sup To Original
Latitude (Y): 33.24887 (Format: 00.00000)
Longitude (X): -84.2816 (Format: -00.00000)
☐ Hit And Run?

Unit # 1

☒ Driver ☐ Ped ☐ Bike
☒ Susp At Fault

LAST NAME	FIRST	MIDDLE
WILEY	TEHMI	LASHONE

Address: 1141 W POPLAR ST

City	State	Zip	DOB
GRIFFIN	GA	30224-2638	08/04/1968

Driver's License No.	Class	State	Country
050192354	C	GA	UNITED STATES

Insurance Co.	Policy No.	Telephone No.
LIBERTY MUTURAL INSURA	AOS25103066590	678-538-7758

Year	Make	Model
2010	KIA	SOUL

VIN	Vehicle Color
KNDJT2A2XA7105063	UNK

Tag #	State	County	Year
BIR5246	GA	SPALDING	2024

Trailer Tag #	State	County	Year

☒ Same as Driver

Owner's Last Name	First	Middle
WILEY	TEHMI	LASHONE

Address: 1141 W POPLAR ST

City	State	Zip
GRIFFIN	GA	30224-2638

Removed By: FIRST RATE TOWING ☐ Request ☒ List

Alco Test:	Type:	Results:	Drug Test:	Type:	Results:
2			2		

First Harmful Event: 11 | Most Harmful Event: 11 | Operator/Ped Cond: 1

Operator Contributing Factors: 4

Vehicle Contributing Factors: 1 | Roadway Contributing Factors: 1

Direction of Travel:	2	Vehicle Maneuver:	5	Non-Motor Maneuver:	
Vehicle Class:	1	Vehicle Type:	1	Vision Obscured:	1
Number of Occupants:	1	Area of Initial Contact:	10	Damage to Veh:	4
Traffic-Way Flow:	1	Road Comp:	2	Road Character:	1
Number of Lanes:	2	Posted Speed:	35	Work Zone:	0

Traffic Control: 5 Device Inoperative: ☐ Yes ☒ No

Citation Information:
Citation # W01E205681 O.C.G.A. § _____
Citation # _____ O.C.G.A. § _____
Citation # _____ O.C.G.A. § _____

COMMERCIAL MOTOR VEHICLES ONLY

Carrier Name:
Address City State Zip
U.S. D.O.T. # No. of Axles G.V.W.R.
Cargo Body Type Vehicle Config. ☐ Interstate ☐ Intrastate Fed. Reportable ☐Yes ☐ No
C.D.L.? ☐ Yes ☐ No C.D.L. Suspended? ☐ Yes ☐ No
Vehicle Placarded? ☐ Yes ☐ No Hazardous Materials? ☐ Yes ☐ No
Haz Mat Released? ☐ Yes ☐ No
If YES: Name or four Digit Number from Diamond or Box: _____
One Digit Number from Bottom of Diamond: _____

☐Ran Off Road ☐Down Hill Runaway ☐ Cargo Loss or Shift ☐Separation of Units

Unit # 2

☒ Driver ☐ Ped ☐ Bike
☐ Susp At Fault

LAST NAME	FIRST	MIDDLE
WONG	KENT	RAY

Address: 234 N HILL STREET

City	State	Zip	DOB
GRFFIN	GA	30224	12/02/1993

Driver's License No.	Class	State	Country
058134865	C	GA	UNITED STATES

Insurance Co.	Policy No.	Telephone No.
GEORGIA INTERLOCAL RISI	GR1	770-229-6450

Year	Make	Model
2018	DODGE	CHARGER POLICE

VIN	Vehicle Color
2C3CDXAT4JH180670	BLA

Tag #	State	County	Year
GV5760L	GA	SPALDING	

Trailer Tag #	State	County	Year

☐ Same as Driver

Owner's Last Name	First	Middle
CITY OF GRIFFIN		

Address: 100 S HILL ST

City	State	Zip
GRIFFIN	GA	30223-3402

Removed By: CROWN TOWING ☒ Request ☐ List

Alco Test:	Type:	Results:	Drug Test:	Type:	Results:
2			2		

First Harmful Event: 11 | Most Harmful Event: 11 | Operator/Ped Cond: 1

Operator Contributing Factors: 0

Vehicle Contributing Factors: 1 | Roadway Contributing Factors: 1

Direction of Travel:	4	Vehicle Maneuver:	5	Non-Motor Maneuver:	
Vehicle Class:	2	Vehicle Type:	1	Vision Obscured:	1
Number of Occupants:	1	Area of Initial Contact:	12	Damage to Veh:	4
Traffic-Way Flow:	1	Road Comp:	2	Road Character:	2
Number of Lanes:	2	Posted Speed:	35	Work Zone:	0

Traffic Control: 7 Device Inoperative: ☐ Yes ☒ No

Citation Information:
Citation # _____ O.C.G.A. § _____
Citation # _____ O.C.G.A. § _____
Citation # _____ O.C.G.A. § _____

COMMERCIAL MOTOR VEHICLES ONLY

Carrier Name:
Address City State Zip
U.S. D.O.T. # No. of Axles G.V.W.R.
Cargo Body Type Vehicle Config. ☐ Interstate ☐ Intrastate Fed. Reportable ☐Yes ☐ No
C.D.L.? ☐ Yes ☐ No C.D.L. Suspended? ☐ Yes ☐ No
Vehicle Placarded? ☐ Yes ☐ No Hazardous Materials? ☐ Yes ☐ No
Haz Mat Released? ☐ Yes ☐ No
If YES: Name or four Digit Number from Diamond or Box: _____
One Digit Number from Bottom of Diamond: _____

☐Ran Off Road ☐Down Hill Runaway ☐ Cargo Loss or Shift ☐Separation of Units

COLLISION FIELDS

Manner of Collision:	Location at Area of Impact:	Weather:	Surface Condition:	Light Condition:
1	7	1	1	5

NARRATIVE

Vehicle #1 was traveling South on S 18th Street. Vehicle #2 was traveling West on W. Solomon Street. Vehicle #1 was stopped at the stop sign at the intersection of S 18th Street and W Solomon Street. Vehicle #1 failed to yield after stopping at the stop sign and traveled into the roadway. After vehicle #1 entered into the roadway, Vehicle #1 came into the path of vehicle #2. Vehicle #2 was unable to stop due to vehicle #1's abrupt maneuver. Vehicle #2 struck the driver's side door and fender area with its front fender area.

After the initial impact, vehicle #1 began to rotate slightly counterclockwise traveling off the eastbound grass shoulder striking a fire hydrant. After striking the fire hydrant, vehicle #1 rotated clockwise striking vehicle #2's rear fender and trunk area with its left driver side fender area coming to an uncontrolled final rest facing east off the eastbound shoulder. Vehicle #2, after impact, was redirected down S 18th Street. Vehicle #2 continued down S 18th Street and received a second contact by vehicle #1 driver side area. Vehicle #2 came to an uncontrolled final rest facing south on S 18th Street.

Vehicle #1 and vehicle #2 remained at their final rest location at this investigating Troopers arrival. The area of impact was determined to have occurred in the intersection of S 18th Street and W Solomon Street due to driver statements and roadway evidence.

Vehicle #1 Driver Statements: Driver stated she was approaching the intersection of S 18th Street and W Solomon Street. She stated she stopped at the intersection. Driver 1 stated she looked both ways. She stated she eased forward, stopped again to look and clear the intersection as she stated that drivers are always speeding down the street. She stated as she cleared the intersection, she did not observe vehicle #2 coming down the intersection and proceeded to cross. She stated as she crossed the intersection, she was struck on the driver side by vehicle #2.

Vehicle #2 Driver Statements: Driver stated he was traveling west on W Solomon Street approaching the intersection of S 18th Street. He stated he was enroute to back up another officer with normal response (no lights or siren). Driver stated as he crested the hill approaching the intersection, he observed vehicle #1 stop at the intersection. He advised as he continued on, he observed vehicle #1 ease forward again and come to a stop. He advised as he believed vehicle #1 had observed him approaching, he continued traveling west. Driver stated as he approached the intersection, he observed vehicle #1 abruptly pull into the intersection into his path of travel. Driver stated he made an attempt to bring his vehicle to a stop but was unable to stop before striking vehicle #1.

This crash investigation was audio/video recorded on WatchGuard 4RE on vehicle perm number 2856.

DIAGRAM

INDICATE NORTH



PROPERTY DAMAGE INFORMATION

Damage Other Than Vehicle	Owner
FIRE HYDRANT	GRIFFIN WATER DEPARTMENT

WITNESS INFORMATION

Name (Last, First)	Address	City	State	Zip Code	Telephone Number

OCCUPANT INFORMATION

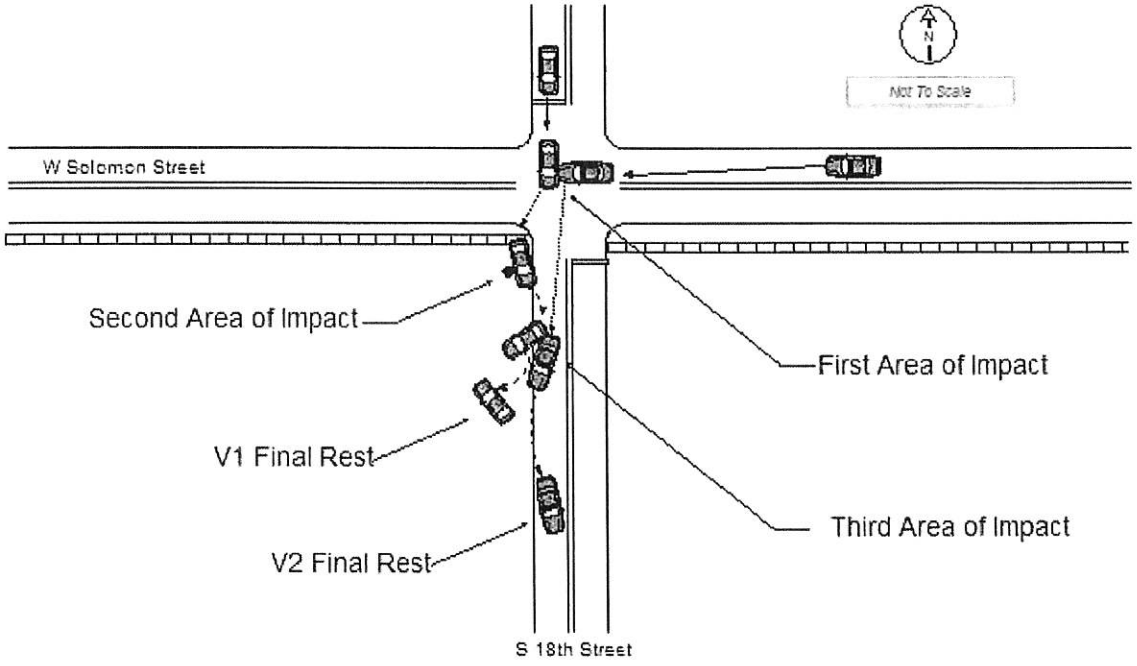
1	Name (Last, First): WILEY, TEHMI				Address: 1141 W POPLAR ST GRIFFIN, GA 30224-2638				
	Age: 55	Sex: F	Unit #: 1	Position: 1	Safety Eq: 3	Ejected: 1	Extricated: 2	Air Bag: 5	Injury: 4	Taken for Treatment: 1
	Injury Taken To: WELLSTAR SPALDING		By: WELLSTAR SPALDING		EMS Notified Time:		EMS Arrival Time:		Hospital Arrival Time:	
2	Name (Last, First): WONG, KENT				Address: 234 N HILL STREET GRFFIN, GA 30224				
	Age: 30	Sex: M	Unit #: 2	Position: 1	Safety Eq: 0	Ejected: 1	Extricated: 2	Air Bag: 5	Injury: 0	Taken for Treatment: 2
	Injury Taken To:		By:		EMS Notified Time:		EMS Arrival Time:		Hospital Arrival Time:	

ADMINISTRATIVE

Photos Taken:	By:	Officer Note: If collision resulted in a fatality, please send prompt notification to the GDOT Crash Reporting Unit via either email at GeorgiaFARS@dot.ga.gov or Fax at (404)635-2963
☐ Yes ☒ No		

Report By:	Agency:	Report Date:	Checked By:	Date Checked:
BARKER, JHORDANN #0346	GSPD\POST 1	02/25/24	G.SMITH #131 #0131	03/01/24

ADDITIONAL or FULL PAGE DIAGRAM



INCIDENT/INVESTIGATION REPORT

Agency Name: *Griffin Police Department*			Case#: *24-001046*
ORI: *GA 1260100*			Date / Time Reported: *02/25/2024 18:54 Sun*
			Last Known Secure: *02/25/2024 18:53 Sun*
Location of Incident: *S 18TH ST/W SOLOMON ST, Griffin GA 30223*	Gang Relat: NO	Premise Type:	Zone/GeoProx: GNW, GNW3
			At Found: *02/25/2024 18:54 Sun*

INCIDENT DATA

#1	Crime Incident(s): *Police Information INFO* (Com)	Weapon / Tools		Activity
		Entry	Exit	Security
#2	Crime Incident ( )	Weapon / Tools		Activity
		Entry	Exit	Security
#3	Crime Incident ( )	Weapon / Tools		Activity
		Entry	Exit	Security

MO

VICTIM

# of Victims: *0* | Type: | Injury: | Domestic: NO

V1	Victim/Business Name (Last, First, Middle)	Victim of Crime #	DOB / Age	Race	Sex	Relationship To Offender	Resident Status	Military Branch/Status

Home Address	Email	Home Phone

Employer Name/Address	Business Phone	Mobile Phone

VYR	Make	Model	Style	Color	Lic/Lis	VIN

OTHERS INVOLVED

CODES: V- Victim (Denote V2, V3) WI = Witness IO = Involved Other RP = Reporting Person (if other than victim)

Type: | Injury:

Code	Name (Last, First, Middle)	Victim of Crime #	DOB / Age	Race	Sex	Relationship To Offender	Resident Status	Military Branch/Status

Home Address	Email	Home Phone

Employer Name/Address	Business Phone	Mobile Phone

Type: | Injury:

Code	Name (Last, First, Middle)	Victim of Crime #	DOB / Age	Race	Sex	Relationship To Offender	Resident Status	Military Branch/Status

Home Address	Email	Home Phone

Employer Name/Address	Business Phone	Mobile Phone

PROPERTY

1 = None 2 = Burned 3 = Counterfeit / Forged 4 = Damaged / Vandalized 5 = Recovered 6 = Seized 7 = Stolen 8 = Unknown ("OJ" = Recovered for Other Jurisdiction)

VI #	Code	Status Frm/To	Value	OJ	QTY	Property Description	Make/Model	Serial Number

Officer/ID#: *Wong, Kent (UPD, SB) (3978)*

Invest ID#: *Griffin, Police Department (CID) (9999)* | Supervisor: *Mckinney, Jason (UPD, SB) (3577)*

Status | Complainant Signature | Case Status: *Miscellaneous Incident* *02/25/2024* | Case Disposition: | Page 1

INCIDENT/INVESTIGATION REPORT

Griffin Police Department

Case # *24-001046*

Status Codes 1 = None 2 = Burned 3 = Counterfeit / Forged 4 = Damaged / Vandalized 5 = Recovered 6 = Seized 7 = Stolen 8 = Unknown

DRUGS	IBR	Status	Quantity	Type Measure	Suspected Type	

Assisting Officers

WALDEN, B.R. (3393), MCKINNEY, J. (3577), HENDRIX, T.W. (3605), LANDIS, M. (3751), BRAMLETT, T. (3800), ZUBIA, M. (3915)

Suspect Hate / Bias Motivated: *NONE (NO BIAS)*

NARRATIVE

On 2/25/2024 I was responding to a domestic in progress at 105 Melrose Ave along with Ptl. Milner. Dispatch advised that there were several subjects involved. Ptl. Milner said on the radio that he was on scene by himself.

I was traveling on W Solomon St approaching N 18th St. As I approached the intersection, I observed a red Kia Soul traveling southbound on N 18th St, for which there is a 2-way stop sign (stopping north and south traffic crossing over W Solomon St). There is no stop sign for east and west traffic on W Solomon St. I observed that the Kia was fully stopped at the stop sign. As I approached the intersection, the Kia moved forward into the intersection.

I fully engaged my brakes and recognized that ABS was activated. I then attempted an evasive maneuver, veering to the left of the Kia. Both my braking and my evasive action were ineffective, and I struck the Kia on the driver`s side, after which my airbags deployed and my visibility was reduced.

Upon my vehicle coming to a rest, I immediately exited and checked on the occupant of the other vehicle. I was able to open the passenger door and made contact with the driver, who was the sole occupant. The driver advised that she had pain on her left side, and I was able to recognize that she was conscious, alert, breathing, and did not have visible injuries. Because of her complaints of pain, I advised her to remain in place, and that EMS was on the way. Multiple other police units arrived on scene, and EMS shortly after.

I did not observe until after Ptl. Landis pointed it out to me that my bodycam had fallen off during the incident and was in my driver`s seat; however, it was active and recording. I also ensured that my dashcam was recording.

I was evaluated by EMS and noted that my left thumb, left index finger, and right wrist were hurting, but I was able to flex and move all of these without too much difficulty. I did not have any other noticed injuries. As such, I declined to be transported to the hospital.

Georgia State Patrol responded and investigated the crash. I provided a statement to Georgia State Patrol, and Georgia State Patrol case number C000945647 was provided. Crown Towing arrived on scene and took possession of my patrol vehicle, 1259, and First Rate Towing took possession of the other vehicle. After this, I was released from the scene by Georgia State Patrol.

Nothing further.

AGENDA ITEM SUMMARY

ITEM SUMMARY:

Consider a claim for personal injury from Kristy Phillips and companion claim for loss of consortium from her husband Tim Phillips based upon Ante Litem notice(s), dated April 10, 2024. *City Attorney Drew Whalen will address.*

SPECIAL CONSIDERATIONS OR CONCERNS:

According to the GSP Accident Report attached to the notice, on October 16, 2023, between 3:30 and 4:30 p.m., Mrs. Phillips was driving south on GA Hwy 3 (U.S. 19/41), approximately 750' north of mile marker 1 in unincorporated Spalding County, when she struck a construction sign in the roadway, causing her to lose control of her vehicle and travel across the median and the northbound lanes, striking a tree. The report shows the owner of the sign as "Construction Services". The ante litem notice alleges the City of Griffin was negligent by allowing the object to remain in the roadway. The notice contains a demand for settlement for $1,500,000 for each Mr. and Mrs. Phillips.

STAFF RECOMMENDATION:

Staff recommends denial as to both liability and claimants' offer of settlement. This accident did not occur within the City of Griffin, the construction sign at issue was not property of the City nor placed in the roadway by the City, its officers, employees or agents. It is unknown why attorney Hancock would assume the City of Griffin to be liable for this accident.

FINANCIAL IMPACT:

City of Griffin is a Member of the Georgia Interlocal Risk Management Agency (GIRMA), which investigates liability claims against its Members, and adjusts the claim, if liability exists, up to the limits set forth in the Member Coverage Agreement. There is a deductible per claim of $25,000.

Submitted By:
Andrew Whalen

Meeting Date:
23/04/2024

Reviewed By:
Jessica O'Connor

ATTACHMENTS:
Ante Litem Kristy Phillips.pdf
Ante Litem Tim Phillips.pdf

THE KING FIRM
INJURY LAW | PROVEN RESULTS

Tifton Office
1603 N. U.S. Hwy. 41,
Tifton, Georgia 31794
P.O. Box 746, Tifton, GA 31793
p | 229.386.1376 f | 229.386.1377

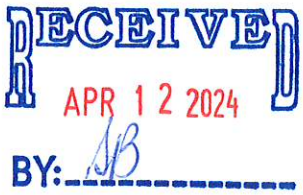
Griffin Office
3317 Fayetteville Rd., Griffin, GA 30223
p | 404.567.4546 f | 404.609.4899

KingTrialLaw.com
Licensed in Georgia, Florida, & Alabama

April 10, 2024

SENT VIA CERTIFIED MAIL/RETURN RECEIPT REQUESTED NO. 9414 7112 0620 4349 4320 06

City of Griffin – Georgia Interlocal Risk Management Agency
c/o Gallagher Bassett Services, Inc.
Attn: Claims
P.O. Box 2934
Clinton, IA 52733



SENT VIA FEDEX OVERNIGHT DELIVERY TRACKING NO. 7758 4135 5405

Mayor Douglas S. Hollberg
100 S Hill St
Griffin, GA 30223

SENT VIA FEDEX OVERNIGHT DELIVERY TRACKING NO. 7758 4140 0880

Ms. Jessica O'Connor
Griffin City Manager
100 S Hill St
Griffin, GA 30223

SENT VIA FEDEX OVERNIGHT DELIVERY TRACKING NO. 7758 4143 8872

Mr. Andrew J. Whalen, III
City of Griffin Attorney
101 South Hill St.
Griffin, GA 30224-0133

SENT VIA FEDEX OVERNIGHT DELIVERY TRACKING NO.

City Commissioners, Griffin, GA
Ms. Cynthia Ward
Ms. Rose Curtis
Ms. Holly Murray
Mr. Charles Wright
Mr. Truman L. Tinsley III
Mr. Rodney McCord
City of Griffin
100 S Hill St
Griffin, GA 30223

J.L. KING, II
JL@KingTrialLaw.com
GA | FL

BEN HANCOCK
Ben@KingTrialLaw.com
GA | AL

CHRIS EDWARDS
Chris@KingTrialLaw.com
GA

Re: Ante Litem Notice pursuant to O.C.G.A § 36-33-5
Claimant: Kristy Phillips
Date of Incident: October 16, 2023
Time of Incident: Between 3:30 p.m. and 4:30 p.m.
Location of Incident: State Route 3 near mile marker 1

To Whom It May Concern:

This firm represents the above-listed claimant. Pursuant to O.C.G.A. § 36-33-5 and other applicable statutes, Kristy Phillips hereby gives notice of a potential claim against the City of Griffin and any other related responsible parties relating to an incident that caused Kristy Phillips to suffer injuries as a result of a wreck caused by the presence of a dangerous object being present in the roadway on State Route 3 near mile marker 1 in Spalding County, Georgia. For your reference, we have attached the motor vehicle crash report prepared by the Georgia State Patrol.

According to the motor vehicle crash report, there was an object present in the roadway that caused Mrs. Phillips to be involved in a severe wreck. As a result of the crash, Kristy Phillips sustained injuries. The City of Griffin failed to exercise due care and was negligent by permitting the object to be in the roadway.

The claimant demands $1,500,000.00 in settlement for the claims against the City of Griffin. The claimant makes this demand in good faith based upon the known damages suffered to date. The claimant requests that pursuant to O.C.G.A. § 36-33-5, the City of Griffin consider and act upon this claim.

The claimant makes claims for past and future mental and physical pain and suffering, lost income and earning capacity, past and future emotional distress, loss of enjoyment of life, her past and future medical and necessary expenses to be incurred, and all other compensable losses. These claims arise out of the injuries sustained by Kristy Phillips on October 16, 2023, between 3:30 p.m. and 4:30 p.m.

Kristy Phillips was a healthy woman before the incident. Kristy Phillips's injuries include a back injury and neck injury, as well as injuries to other parts of her body. Kristy **fractured multiple vertebrae and her sternum**. Since this incident, Kristy Phillips has sought medical treatment from the Monroe County Emergency Room, EMS, Atrium Health Navicent in Macon, Georgia. Kristy is still seeking medical treatment. Kristy Phillips sustained painful injuries as a result of the collision. We place the value of this claim at $1,500,000.00 although we expect a jury could award more than this amount at trial.

Kristy Phillips has and will continue to suffer physically, mentally, and financially as a result of this incident. Pursuant to O.C.G.A. § 36-33-5 and to the extent of their knowledge and belief, as is practicable under the circumstances, claimant states as follows:

A. These claims are made against the City of Griffin and any other related responsible parties relating to an incident that caused Kristy Phillips to suffer injuries as a result of a wreck caused by the presence of a dangerous object being present in the

roadway on State Route 3 near mile marker 1 in Spalding County, Georgia. The negligent acts and omissions upon which the claims are based are described more fully in section F, below. The claims arise from injuries sustained by Kristy Phillips, and the losses suffered by her as a result of an incident on October 16, 2023, due to the above-referenced entities' negligence and/or the negligence of others.

B. The incident giving rise to the losses claimed by the claimant occurred on the date of October 16, 2023, between 3:30 p.m. and 4:30 p.m.

C. The subject incident occurred on State Route 3 near mile marker 1 in Spalding County, Georgia. For your reference, we have attached the motor vehicle crash report that identifies the location of the incident.

D. The nature of the losses claimed by the claimant are for Kristy Phillips's personal injuries and the related losses including medical and other necessary expenses incurred and to be incurred by her.[1] Kristy Phillips also sustained losses including past, present and future mental and physical pain and suffering, past and future emotional distress, and loss of enjoyment of life. The claimant seeks damages for all losses and actual damages that are compensable under applicable law arising from this incident and these injuries.

E. The exact amount of losses claimed is not readily ascertainable, in part, because it is not certain as to what additional medical treatment will be needed, including but not limited to back surgery, neck surgery, and/or advanced treatment for her chest injury. However, it is reasonably anticipated that the amount of losses suffered and to be recovered by the claimant as a result of their injuries and losses associated therewith exceed one million and five hundred thousand dollars ($1,500,000.00). Accordingly, the claimant seeks one million and five hundred thousand dollars ($1,500,000.00) from the City of Griffin and any other related responsible parties in losses as a result of the injuries and demands that amount herein.

This claimant would release the City of Griffin and any other related responsible parties upon payment of one million and five hundred thousand dollars ($1,500,000.00).

F. All of the individual names of and any other related responsible parties' employees having performed or responsible for the tortious acts and omissions giving rise to these losses are not presently known to claimant.

The tortious conduct of the City of Griffin and/or any other related responsible parties' employees and agents which contributed to the losses include, but are not limited to, the following:

[1] The claimant is not in possession of any of her medical records and medical bills at this time. However, the amount of her medical bills is substantial.

1) Permitting a dangerous object to be present in the roadway on State Route 3 near mile marker 1 in Spalding County, Georgia;

2) Failing to warn motorists of the hazard posed by the object present in the roadway;

3) Negligently failing to remove the hazard present in the roadway;

4) Negligently failing to maintain and construct the roadways; and

5) Negligently retaining, entrusting, hiring, training and supervising said employees.

Claimant reserves the right to further supplement this list of negligent acts and omissions upon receipt of further information. The investigation of this loss is not yet complete, but as of this date the above narrative provides you with notice of this claim. If you contend that this letter does not provide you with sufficient notice pursuant to Georgia law, please advise us immediately. Please accept this as a request for all insurance information that may cover any aspect of this claim. Please also identify to us any documents you may possess regarding this claim.

Please direct all correspondence to the undersigned.

Sincerely,

Ben Hancock
Attorney for Kristy Phillips

Enclosures



















Agency Case Number	Agency NCIC Number	GEORGIA MOTOR VEHICLE CRASH REPORT	County	Date Rec. by GDOT
C000913546-01	GAGSP0000		SPALDING	

Estimated Crash Date	Estimated Crash Time	Dispatch Date	Dispatch Time	Arrival Date	Arrival Time	Total Number of Vehicles	Total Number of Injuries	Total Number of Fatalities	Inside City Of
10/16/23	15:49	10/16/23	15:55	10/16/23	16:01	1	1	0	

Road of Occurrence: STATE ROUTE 3 | At Its Intersection With: | ☐ Corrected Report

Not At Its Intersection But: 750 ☐Miles ☒Feet ☒North ☐South ☐East ☐West Of: MILE MARKER 1 | ☐ Sup To Original

Latitude (Y): 33.20732 (Format: 00.00000) | Longitude (X): -84.28893 (Format: -00.00000) | ☐ Hit And Run?

Unit #		LAST NAME	FIRST	MIDDLE
1	☒ Driver ☐ Ped ☐ Bike	PHILLIPS	ROBIN	KRISTY
☒ Susp At Fault		Address: 454 RUSSELL RD		

City	State	Zip	DOB
MILNER	GA	30257-3749	[redacted] 1970

Driver's License No.	Class	State	Country
054238386	C	GA	UNITED STATES

Insurance Co.	Policy No.	Telephone No.
STATE FARM MUTUAL AUT(	112D587287	[redacted]

Year	Make	Model
2010	HONDA	ACCORD LX-P

VIN	Vehicle Color
1HGCP2F44AA029996	WHI

Tag #	State	County	Year
RWI3480	GA	PIKE	2023

Trailer Tag #	State	County	Year

☐ Same as Driver	Owner's Last Name	First	Middle
	PHILLIPS	KRISTY	

Address: 454 RUSSELL RD

City	State	Zip
MILNER	GA	30257-3749

Removed By: FIRST RATE TOWING COLLISION | ☐ Request ☒ List

Alco Test:	Type:	Results:	Drug Test:	Type:	Results:
2			2		

First Harmful Event: 22 | Most Harmful Event: 33 | Operator/Ped Cond: 1

Operator Contributing Factors: 26

Vehicle Contributing Factors: 1 | Roadway Contributing Factors: 1

Direction of Travel:	2	Vehicle Maneuver:	5	Non-Motor Maneuver:	
Vehicle Class:	1	Vehicle Type:	1	Vision Obscured:	1
Number of Occupants:	1	Area of Initial Contact:	12	Damage to Veh:	4
Traffic-Way Flow:	2	Road Comp:	2	Road Character:	1
Number of Lanes:	4	Posted Speed:	55	Work Zone:	0

Traffic Control: 7 | Device Inoperative: ☐ Yes ☒ No

Citation Information:
Citation # W01E059802 O.C.G.A. §
Citation # O.C.G.A. §
Citation # O.C.G.A. §

COMMERCIAL MOTOR VEHICLES ONLY

Carrier Name:

Address | City | State | Zip

U.S. D.O.T. #	No. of Axles	G.V.W.R.
Cargo Body Type Vehicle Config.	☐ Interstate ☐ Intrastate	Fed. Reportable ☐Yes ☐ No
C.D.L.? ☐ Yes ☐ No	C.D.L. Suspended? ☐ Yes ☐ No	
Vehicle Placarded? ☐ Yes ☐ No	Hazardous Materials? ☐ Yes ☐ No	

Haz Mat Released? ☐ Yes ☐ No

If YES: Name or four Digit Number from Diamond or Box:
One Digit Number from Bottom of Diamond:

☒Ran Off Road ☐Down Hill Runaway ☐Cargo Loss or Shift ☐Separation of Units

COLLISION FIELDS

Manner of Collision:	Location at Area of Impact:	Weather:	Surface Condition:	Light Condition:
6	2	1	1	1

NARRATIVE

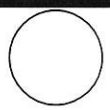
Vehicle #1 was traveling south on State Route 3 near Mile Marker 1 in the left lane. Witness #1 and #2 both stated driver #1 traveled towards the right side of the road striking a construction sign. Witness #1 and #2 both also stated after driver #1 struck the sign, vehicle #1 traveled towards the left striking a tree on the northbound shoulder with its front.

Driver #1 did not recall what happened.

This traffic accident investigation was recorded by #819 in car perm #1646.

DIAGRAM

INDICATE NORTH



PROPERTY DAMAGE INFORMATION

Damage Other Than Vehicle	Owner
CONSTRUCTION SIGN	CONSTRUCTION SERVICES

WITNESS INFORMATION

Name (Last, First)	Address	City	State	Zip Code	Telephone Number
STEPHENS, THERMANDO	2130 ETHERIDGE MILL RD	GRIFFIN	GA	30224-9584	[redacted]
OGLETREE, JEREMY	2205 STONEWALL ST	DUBLIN	GA	31021-2829	[redacted]

OCCUPANT INFORMATION

1	**Name (Last, First):** PHILLIPS, ROBIN				**Address:** 454 RUSSELL RD MILNER, GA 30257-3749				
	Age: 52	**Sex:** F	**Unit #** 1	**Position:** 1	**Safety Eq:** 3	**Ejected:** 1	**Extricated:** 2	**Air Bag:** 1	**Injury:** 4	**Taken for Treatment:** 2
	Injury Taken To:		**By:**		**EMS Notified Time:**		**EMS Arrival Time:**		**Hospital Arrival Time:**	

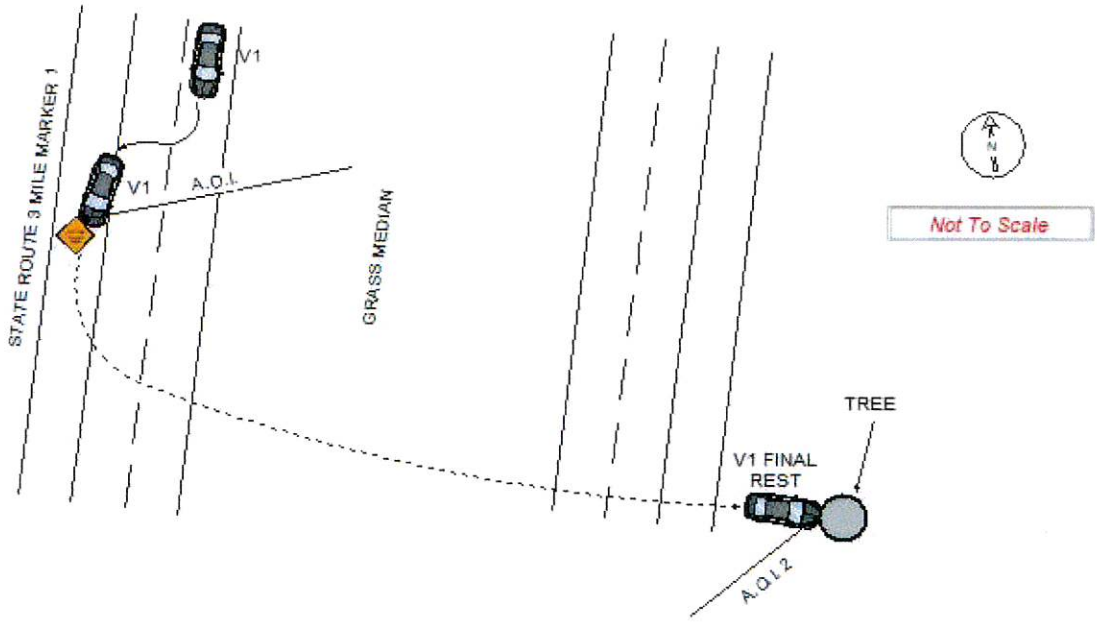
ADMINISTRATIVE

Photos Taken: ☐ Yes ☒ No **By:**

Officer Note: If collision resulted in a fatality, please send prompt notification to the GDOT Crash Reporting Unit via either email at GeorgiaFARS@dot.ga.gov or Fax at (404)635-2963.

Report By:	Agency:	Report Date:	Checked By:	Date Checked:
WILLIAMS, C. #0819	GSPD\POST 1	10/16/23	G.SMITH #131 #0131	10/18/23

ADDITIONAL or FULL PAGE DIAGRAM



THE KING FIRM
INJURY LAW | PROVEN RESULTS

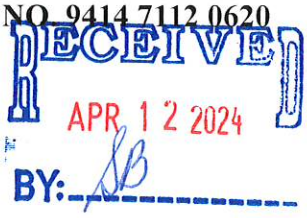
Tifton Office
1603 N. U.S. Hwy. 41,
Tifton, Georgia 31794
P.O. Box 746, Tifton, GA 31793
p | 229.386.1376 f | 229.386.1377

Griffin Office
3317 Fayetteville Rd., Griffin, GA 30223
p | 404.567.4546 f | 404.609.4899

KingTrialLaw.com
Licensed in Georgia, Florida, & Alabama

April 10, 2024

SENT VIA CERTIFIED MAIL/RETURN RECEIPT REQUESTED NO. 9414 7112 0620 4349 4320 06



City of Griffin – Georgia Interlocal Risk Management Agency
c/o Gallagher Bassett Services, Inc.
Attn: Claims
P.O. Box 2934
Clinton, IA 52733

SENT VIA FEDEX OVERNIGHT DELIVERY TRACKING NO. 7758 4135 5405
Mayor Douglas S. Hollberg
100 S Hill St
Griffin, GA 30223

SENT VIA FEDEX OVERNIGHT DELIVERY TRACKING NO. 7758 4140 0880
Ms. Jessica O'Connor
Griffin City Manager
100 S Hill St
Griffin, GA 30223

SENT VIA FEDEX OVERNIGHT DELIVERY TRACKING NO. 7758 4143 8872
Mr. Andrew J. Whalen, III
City of Griffin Attorney
101 South Hill St.
Griffin, GA 30224-0133

SENT VIA FEDEX OVERNIGHT DELIVERY TRACKING NO.
City Commissioners, Griffin, GA
Ms. Cynthia Ward
Ms. Rose Curtis
Ms. Holly Murray
Mr. Charles Wright
Mr. Truman L. Tinsley III
Mr. Rodney McCord
City of Griffin
100 S Hill St
Griffin, GA 30223

J.L. KING, II
JL@KingTrialLaw.com
GA | FL

BEN HANCOCK
Ben@KingTrialLaw.com
GA | AL

CHRIS EDWARDS
Chris@KingTrialLaw.com
GA

Re: Ante Litem Notice pursuant to O.C.G.A § 36-33-5
Claimant: Tim Phillips[1]
Date of Incident: October 16, 2023
Time of Incident: Between 3:30 p.m. and 4:30 p.m.
Location of Incident: State Route 3 near mile marker 1

To Whom It May Concern:

This firm represents the above-listed claimant. Pursuant to O.C.G.A. § 36-33-5 and other applicable statutes, Tim Phillips hereby gives notice of a potential claim against the City of Griffin and any other related responsible parties relating to an incident that caused Kristy Phillips, Tim Phillips wife, to suffer injuries as a result of a wreck caused by the presence of a dangerous object being present in the roadway on State Route 3 near mile marker 1 in Spalding County, Georgia. For your reference, we have attached the motor vehicle crash report prepared by the Georgia State Patrol.

According to the motor vehicle crash report, there was an object present in the roadway that caused Mrs. Phillips to be involved in a severe wreck. As a result of the crash, Kristy Phillips sustained injuries. The City of Griffin failed to exercise due care and was negligent by permitting the object to be in the roadway.

The claimant demands $1,500,000.00 in settlement for the claims against the City of Griffin. The claimant makes this demand in good faith based upon the known damages suffered to date. The claimant requests that pursuant to O.C.G.A. § 36-33-5, the City of Griffin consider and act upon this claim.

The claimant makes claims for loss of consortium, and all other compensable losses as a result of Kristy's injuries. These claims arise out of the injuries sustained by Kristy Phillips on October 16, 2023, between 3:30 p.m. and 4:30 p.m.

Kristy Phillips was a healthy woman and happily married to Tim Phillips before the incident. Kristy Phillips's injuries include a back injury and neck injury, as well as injuries to other parts of her body. Kristy **fractured multiple vertebrae and her sternum**. Since this incident, Kristy Phillips has sought medical treatment from the Monroe County Emergency Room, EMS, Atrium Health Navicent in Macon, Georgia. Kristy is still seeking medical treatment. Kristy Phillips sustained painful injuries as a result of the collision. We place the value of this claim at $1,500,000.00 although we expect a jury could award more than this amount at trial.

Kristy Phillips has and will continue to suffer physically, mentally, and financially as a result of this incident. Pursuant to O.C.G.A. § 36-33-5 and to the extent of their knowledge and belief, as is practicable under the circumstances, claimant states as follows:

A. These claims are made against the City of Griffin and any other related responsible parties relating to an incident that caused Kristy Phillips to suffer injuries as a result

[1] This ante litem notice is for Tim Phillips' claims.

of a wreck caused by the presence of a dangerous object being present in the roadway on State Route 3 near mile marker 1 in Spalding County, Georgia. The negligent acts and omissions upon which the claims are based are described more fully in section F, below. The claims arise from injuries sustained by Kristy Phillips, and the losses suffered by her as a result of an incident on October 16, 2023, due to the above-referenced entities' negligence and/or the negligence of others.

B. The incident giving rise to the losses claimed by the claimant occurred on the date of October 16, 2023, between 3:30 p.m. and 4:30 p.m.

C. The subject incident occurred on State Route 3 near mile marker 1 in Spalding County, Georgia. For your reference, we have attached the motor vehicle crash report that identifies the location of the incident.

D. The nature of the losses claimed by the claimant are for Tim Phillips' loss of consortium as a result of his wife Kristy Phillips' injuries.[2]

E. The exact amount of losses claimed is not readily ascertainable, in part, because it is not certain as to what additional medical treatment will be needed, including but not limited to back surgery, neck surgery, and/or advanced treatment for her chest injury. However, it is reasonably anticipated that the amount of losses suffered and to be recovered by the claimant as a result of their injuries and losses associated therewith exceed one million and five hundred thousand dollars ($1,500,000.00). Accordingly, the claimant seeks one million and five hundred thousand dollars ($1,500,000.00) from the City of Griffin and any other related responsible parties in losses as a result of the injuries and demands that amount herein.

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Please direct all correspondence to the undersigned.

Sincerely,

Ben Hancock
Attorney for Tim Phillips

Enclosures